

# Visalia City Council Agenda

For the special meeting of: MONDAY, July 13, 2009

Note location  
change

Location: **Convention Center, 303 E. 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

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

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## **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. Update on work program for Tulare County Economic Development Corporation for the 2008/2009 fiscal year.  
*Receive public comment*
- 4:15 p.m. 2. Annual presentation by PROTEUS, Inc. regarding the community program at the Wittman Center in Village Park.  
*Receive public comment*
- 4:30 p.m. 3. Present information on Southern California Edison transmission line project specifically relating to the draft Environmental Impact Report, and the California Public Utilities Commission hearing process, and accept public comment from Visalia residents regarding the proposed routes.  
*Receive public comment*
- 5:00 p.m. 4. Receive update and provide direction on the Sierra Village project and annexation proposals.  
*Receive public comment*
- 5:15 p.m. 5. Consideration of a proposal by the Environmental Committee to implement a consumer assessment program that would reduce the number of one-time use bags (plastic and paper) in the community.  
*Receive public comment*

*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)**

6. *Item removed at the request of staff*
7. Conference with Legal Counsel – Existing Litigation (Subdivision (a) of Section 54956.9)  
City of Visalia Retirees v. City of Visalia TCSC #09-232173
8. *Item removed at the request of staff*

## **REGULAR SESSION**

**7:00 p.m.**

### **PLEDGE OF ALLEGIANCE**

### **MOMENT OF SILENCE**

### **SPECIAL PRESENTATIONS/RECOGNITION**

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

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

9. **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) Authorize the City Manager to enter into a professional services agreement with Fresno County Economic Opportunities Commission for catering services for the Visalia Senior Center Meal Program beginning August 1, 2009.
  - c) Authorize City Manager to sign a listing agreement with Hyde Commercial Real Estate to lease City space at Rawhide Ballpark and make requested tenant improvements.
  - d) Authorize the Transit Division to award the construction contract, using stimulus funding, for the Transit Center expansion in the amount of \$1,329,000 to Basilia Construction Inc. of Madera.

- e) Authorize the City Manager to enter into an agreement with Visalia Unified School District to continue providing an after school enrichment program at the Manuel F. Hernandez Community Center.
- f) Authorize the City Manager to execute a new contract with the Tulare County Office of Education for the lease of the Manuel F. Hernandez Community Center and the Fairview Community Center for the Tulare County First Five Pre-School Program.
- g) Appointment of Matthew Owdom to the Historical Preservation Advisory Committee as an alternate member.
- h) Accept Quitclaim Deeds relinquishing a 30-foot wide Modoc Ditch easement to City. This easement is located on the south side of Ferguson Avenue (between Mooney Boulevard and Divisadero Street); authorize the City Manager to enter into an agreement and execute any additional documents necessary to affect the quitclaim of the acquired ditch easement back to the underlying landowners in exchange for a quitclaim from the owners to the City of the northernmost 10 feet of their property for landscaping and related street improvements; authorize staff to offer the owners of two corner properties nominal reimbursements for additional right of way needed to install handicap ramps.
- i) Authorization for the City Manager to sign Amendment No. 1 to the Memorandum of Understanding by and between the City of Visalia and the Police Managers and Supervisors Association (City of Visalia Bargaining Group A), for the period of July 1, 2009 through June 30, 2010.
- j) Authorize the Recordation of the Final Map for Pheasant Ridge No. 3B, located on the west side of Roeben Street, approximately ¼ mile south of Riggin Avenue (12 lots) and the Annexation of Pheasant Ridge No. 3B into Landscape and Lighting District No. 05-19, Pheasant Ridge. **Resolutions 2009-28 and 2009-29 required.**
- k) Authorize the City Manager to execute an agreement with the College of the Sequoias that provides for the City's participation in the Federal Work Study Program for the 2009/2010 fiscal year.
- l) Approve the recommendation by the Parks and Recreation Commission to establish the name of "Lion's Park" for the new four acre neighborhood park site off of Ferguson Avenue and Babcock Court in northwest Visalia.
- m) Authorization to enter into the first amendment to the Programmatic Agreement between the City and the California State Historic Preservation Office (SHPO) allowing the City to complete environmental review of historic properties for all programs using federal funds from the U.S. Department of Housing and Urban Development (HUD). **Resolution 2009-30 required.**
- n) Authorization for the City Manager to execute an FAA Entitlement Grant Agreement for an amount up to \$550,000 for the rehabilitation of the eastside taxiway edge lighting system, airport signage and the emergency generator for the Visalia Municipal Airport.
- o) Authorization to award bid No 08-09-48, Ground Water Monitoring, to Moore Twining for the bid price of \$35,744.

- p) Alternative Requirements and Revisions applied by HUD for the use of Neighborhood Stabilization Program (NSP) funds, considered Community Development Block Grant (CDBG) funds, from the U.S. Government through the Department of Housing and Urban Development (HUD).
- q) Award the contract for the Traffic Signal Improvements for the intersections of Demaree Street at Whitendale Avenue and Linwood Street at Walnut Avenue to Madco Electric, Inc. in the amount of \$151,215.
- r) Award a construction contract and authorize the City Manager to execute an agreement for RFB No. 08-09-60 Part A for the McAuliff Street Improvement Project, Phase 3, (Crossing over Evans Ditch and Mill Creek, Project No. 9945 in the amount of \$1,075,225, AND RFB No. 08-09-60 Part B (the Creekside Basin, Recharge/Storm Drain Improvements Project No. 9557), in the amount of \$337,543, to the low bidder "Rising Sun Company", AND authorize the City Manager to transfer funds for the McAuliff Street Improvement Project, Phase 3, Project No.3011-9945.
- s) Authorization to amend the City's Rates and Fees for fiscal year 2009-10, for the proposed new Adult-Oriented Business Performer & Business Renewal Permit fee. **Resolution 2009-31 required.**
- t) Authorization to submit four (4) grant applications in the amount of \$9,729,085 to the Federal Transit Administration (FTA) for operating assistance, Online Multi-Modal Travel Planning Tools, solar panels for the Operations & Maintenance Facility, five (5) 35ft hybrid electric buses, two (2) under 30ft. buses, and one (1) utility truck for the Sequoia Shuttle. In addition, authorization to accept \$2,668,930 in stimulus grant funding for Transit facility construction, and to file an amendment to use a portion of the funds for another transit facility.
- u) *Item removed at the request of staff.*
- v) Authorization to form a Public Art Policy Task Force to develop City policies for locating and approving public art.

**Authorization to File Notices of Completion for the following:**

- w) Ashley Grove, Unit No. 11, a subdivision (containing 76 single family lots), located at the northwest corner of Mooney Boulevard and Wren Avenue.
- x) Parcel Map 2006-26, a division of Lot 5 of Hurley Estates Subdivision into two lots, located at the northwest corner of Hurley Avenue and Tommy Street.
- y) Master Plan Storm Drain Facilities installed with the River Run Ranch Phase 5 subdivision, located on the south side of St. Johns Parkway, one half mile east of McAuliff Street.
- z) Authorization to execute a Purchase and Sale Agreement with Family HealthCare Network (FHCN) for the purchase of City Parking Lot No. 41 (owned by the Transit Division) located at the northwest corner of Oak Avenue and Santa Fe Street.



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

**10. RDA CONSENT CALENDAR**

- a) Authorize the Executive Director of the Redevelopment Agency Board to approve a loan to Kaweah Management Company in an amount not to exceed \$480,000 for the acquisition, rehabilitation and rental of six (6) units (3 units in each in of two buildings) located at 632, 634, 636, 640, 642 and 644 Kaweah Avenue.

*Adjourn as the Redevelopment Agency and the Visalia City Council and remain seated as the Visalia City Council.*

11. Certify results of the balloted Stonebridge Landscape and Lighting Maintenance Assessment District that were tabulated and reported at the June 1, 2009 City Council meeting and authorize placing the approved increased benefit assessment amounts on the 2009-10 property tax roll and incorporate the approved standard benefit assessment increase allowance into the District.

*Receive public comment*

12. Review and consider the Citizens Advisory Committee recommendation regarding grants to nonprofits serving Visalia's youth.

*Receive public comment*

13. Accept budget update report for 2009/10 and provide additional direction; authorize an early retirement program for Police classifications of Sergeant and above and authorize up to six months health insurance severance for laid-off workers.

*Receive public comment*

14. Presentation of two concepts for the Sequoia Shuttle Visitor's Center Design, and authorization to enter into a contract with Taylor Teter for working drawings.

*Receive public comment*

**REPORT ON ACTIONS TAKEN IN CLOSED SESSION**

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

**Upcoming Council Meetings**

- Monday, August 3, 2009, 4:00 p.m. Work Session; Regular Meeting 7:00 p.m., Council Chambers 707 W. Acequia
- Monday, August 17, 2009, 4:00 p.m. Work Session; Regular Meeting 7:00 p.m., Council Chambers 707 W. Acequia
- Tuesday, September 8, 2009, 4:00 p.m. Work Session; Special Meeting 7:00 p.m., Council Chambers 707 W. Acequia

*Note: Meeting dates/times are subject to change, check posted agenda for correct details.*

*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.*

# Economic Development Update

Holding up the Trends



*The EDC...  
Improving your quality of life one job at a time.*

## EDC - Celebrating 25 Years

### *Mission*

*The Economic Development Corporation is the regional leader of economic development by attracting, supporting and retaining business and industry for the communities of Tulare County.*

### **Our Vision**

Tulare County will become the premier location in California to live, prosper, learn and play. It will rank as one of the top locations for corporate locations and expansions and recognized as having a superior quality of life in California.

*The EDC...  
Improving your quality of life one job at a time.*



## Major Projects Completed in 2008/09



- Enterprise Zone Application
- Comprehensive Economic Development Strategy
- Expanded Business Recruitment Effort
- Business Retention & Expansion – Early Warning
- Technical Assistance - Entrepreneurs
- California Welcome Center Designation

*The EDC...  
Improving your quality of life one job at a time.*

## Creating Jobs & Income



### 2008-09 Activity

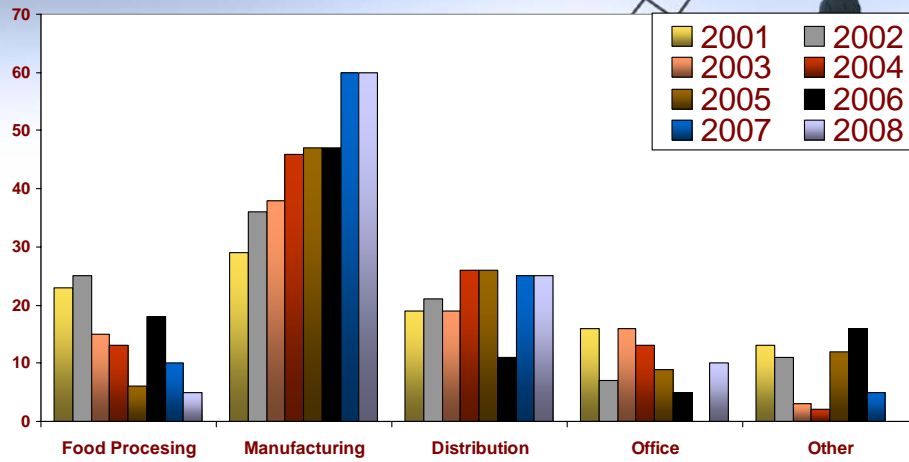
- 3 new locations
- 1 expansions
- 2 city/county assists

### Pipeline

- 24 companies
- \$208 million investment
- 2,238 jobs
- Majority in Manufacturing

*The EDC...  
Improving your quality of life one job at a time.*

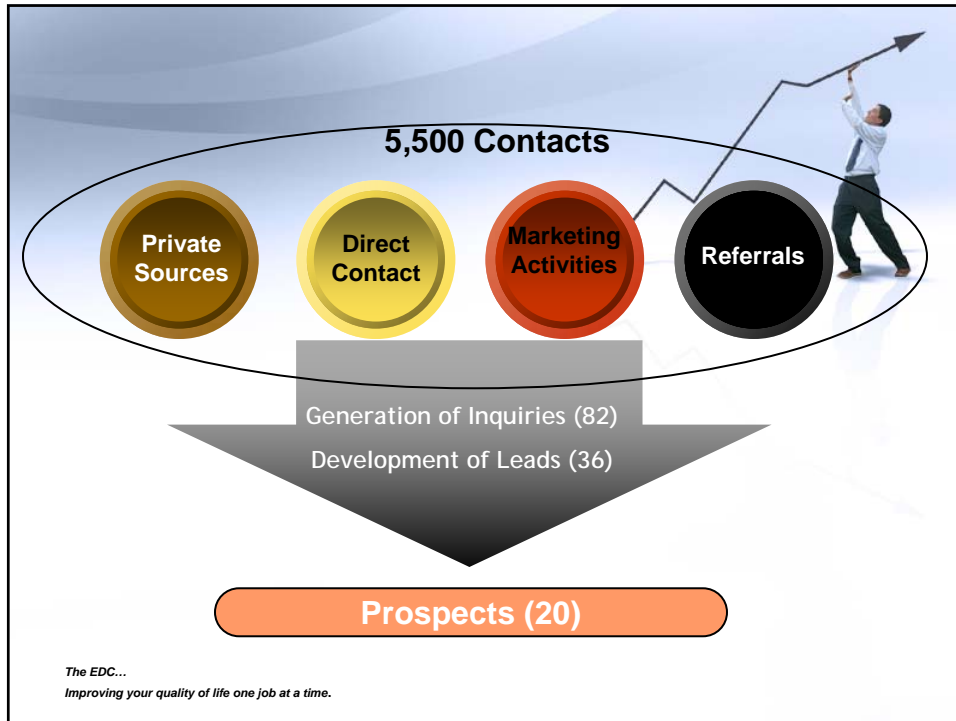
## Prospect Activity



## Creating Opportunities & Expanding Visibility



- Business Missions to Bay Area, Orange County, Boston, Atlanta, North Carolina, Chicago, Phoenix, Sacramento and Dallas
- Trade Shows – Processing, packaging, renewable energy focus



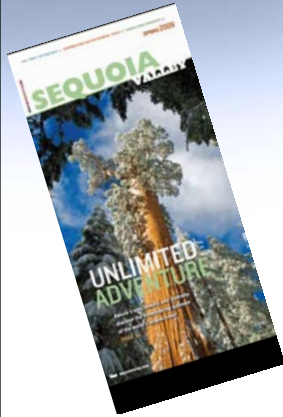
## Growing Local Businesses & Entrepreneurs

- Business Incentive Zone
  - 1,010 YTD 2008  
(278 in Visalia)
- Entrepreneur Recognition Program
- Business Recovery Expo & Assistance



The EDC...  
Improving your quality of life one job at a time.

## Tourism Marketing



The EDC...  
Improving your quality of life one job at a time.

- Comprehensive countywide Tourism Marketing Plan
- Advertising statewide generating over 1,000 visitor inquiries
- Travel shows in Bay Area and Los Angeles with 400 leads
- Visitor center, visitor guide and enhanced online experience



- Fresno State Center
  - 8 new degree programs being offered, with 3 more to follow, including nursing
- Higher Education Master Plan
- Entrepreneurship training & education program
  - Business feasibility workshop
  - 32 students in Entrepreneur Training Program

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Improving your quality of life one job at a time.



## 2009/10 Focus



- **Business Recruitment** – continued aggressive marketing & pursuit of new businesses
- **Business Retention/Expansion** – direct assistance to companies, including micro enterprise loan program
- **Tourism Marketing** – Operational Welcome Center – 30,000 visitors target first year
- **Higher Education** – Master Plan identifying sites and needs for higher education (4 year) in Tulare and Porterville and satellite services for rural communities.

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Improving your quality of life one job at a time.*

## Agenda Item Transmittal

**Meeting Date:** July 13, 2009

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

**Agenda Item Wording:** Annual presentation by PROTEUS, Inc. regarding the program at the Wittman Center in Village Park.

**Deadline for Action:** N/A

**Submitting Department:** Parks & Recreation

**Contact Name and Phone Number:** John Bradley, Recreation Supervisor 713-4585

**Department Recommendation:** Accept the City staff report and the presentation provided by PROTEUS, Inc. regarding the operation of the Wittman Center and provide future direction regarding updates on the program.

**Summary/background:** In 1984 a group of concerned community members expressed the need for a recreation center to serve the Lincoln Oval neighborhood. In response, the City of Visalia assisted the group with the incorporation of a non-profit organization. Community Development Block Grant (CDBG) funds were then used to build the existing Center. In 1992, the City and the Non-Profit were successful in obtaining a grant from the California Youth Authority to expand programs at the Center. Under the terms of the agreement with the State, the Center must provide recreation programs and neighborhood support for youth for a 20 year term.

A separate agreement was entered into with the Wittman Village Community Center Board of Directors to manage operations at the center. In July 2002, the Wittman Village Community Center board of Directors dissolved their non-profit status. Upon this dissolution, the City took over operations at the Wittman Village Community Center on an interim basis for a one year period.

In July 2003, after an extensive RFP process, the City entered into a five year agreement with PROTEUS, Inc. to manage and operate the Wittman Community Center located at 315 Pearl Street in Visalia. In 2008, an amendment was authorized by City Council extending the agreement for another 5 years.

The current contract is managed by the Parks and Recreation Department. In addition to periodic site visits by the City, PROTEUS, Inc. also provides quarterly written reports to the City outlining the current program, average daily and monthly attendance, fundraising efforts, and other information the

This document last revised: 7/10/09 1:31:00 PM

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File location and name: H:\(1) AGENDAS for Council - DO NOT REMOVE\2009\071309\Item 2 Wittman Village (Proteus) 2009.docm

**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.



PROTEUS, Inc. Board desires to include. The latest quarterly report is provided in this report as Exhibit A.

The City currently provides PROTEUS, Inc. with \$96,644 in compensation on an annual basis for services rendered to manage and operate the Wittman Center. Based on the contract in utilizing “California Consumer Price Index, All Items, All Urban Consumers” the Center would actually receive a decrease in funding in 2009/10 by 1.3% (total of \$95,677.56).

**Prior Council/Board Actions:** Approved a five-year agreement with PROTEUS to manage and operate the Wittman Community Center on June 23, 2003

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

*Attachment A* - Most recent quarterly report as submitted by PROTEUS.

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

Accept the City staff report and the presentation provided by PROTEUS, Inc. regarding the operation of the Wittman Center and provide future direction regarding updates on the program.

*Environmental Assessment Status*

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:



# City of Visalia

**Meeting Date:** July 13, 2009

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

**Agenda Item Wording:** Present information on Southern California Edison transmission line project specifically relating to the draft Environmental Impact Report, and the California Public Utilities Commission hearing process, and accept public comment from Visalia residents regarding the proposed routes.

**Deadline for Action:** July 20, 2009

**Submitting Department:** Administration

**Contact Name and Phone Number:** Leslie Caviglia, 713-4317; Michael Olmos, 713-4332, Alex Peltzer, 636-0200

**Department Recommendation:**

It is recommended that the City Council receive information from staff relating to the process, and to hear input from City residents regarding this matter.

**Summary/background:**

The draft EIR for the transmission project was released on June 15. It listed route 2 as the "environmentally superior route." This route would be along the existing power line easement through Visalia, running virtually throughout the eastern end of Visalia. (map attached.) However, it is still possible that the Commission will ultimately approve SCE's "Proposed Project" (the route that runs eastward from Visalia and through and near the town of Farmersville, which has attracted widespread citizen opposition), despite the finding of the Draft EIR that there is an "environmentally superior alternative (Alternative 2)."

The California Public Utilities Commission has announced that there will now be two simultaneous processes moving forward on an accelerated schedule.

1. A traditional EIR process. There will be a 45 day review and public comment (ending July 31), and a public comment hearing on Thursday, July 23 at the Visalia Convention Center. It will be important during this process to lay the foundation for any mitigation measures that would reduce the negative impacts to the community, especially the land under and adjacent to the project.
2. A hearing process that will address reasons the Commission should approve two separate findings: 1) an "overriding considerations" resolution, which if adopted would allow for approval of the project despite the determination in the EIR that all of the alternative projects described in the EIR will result in unmitigatable substantial

**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.

impacts to the environment; and 2) a resolution that determines there are social, economic, legal, feasibility or cost reasons to approve the Proposed Project rather than Alternative 2, which was identified as the “environmentally preferred alternative.” The factual underpinning for these potential Commission actions is being collected and analyzed by a specially appointed administrative law judge, a process that is normally employed by the Commission. Written testimony on these points needs to be submitted to the administrative law judge by July 20, rebuttal testimony by August 7, and actual hearings will be in San Francisco on August 31 and September 1, 2009. These hearings are separate and distinct from the EIR process. This will be the time for the City to provide information on the impact to existing and future neighborhoods, the potential for economic loss (reduced property values), blight and other issues that would give the Commission the facts to support a project other than the environmentally superior project.

Prior to the release of the Draft EIR and the announcement of the hearing process, staff had been preparing to provide comment on the EIR. Staff had identified several reasons for concern about each of the alternatives, and had prepared a comment letter to file with Commission. (See attached letter.) The attached letter summarizes the nature of the City’s concerns.

The fact that the Draft EIR concludes that one of the Alternative Routes is the “environmentally superior” alternative makes it more likely that the Commission may eventually force SCE to accept this alternative. As noted in the comment letter already submitted, such a decision would, in staff’s opinion, negatively impact the City for many reasons. In addition to this problem with the Draft EIR, on initial review it appears that none of the impacts that the City identified were analyzed in the EIR.

As a result, there are no mitigation measures that are identified as being recommended or required. The City could well support one of the alternatives if sufficient mitigation is provided in the existing north-south corridor, which would offset the impacts of the new, taller power lines. In order to be in a position to insist on the adoption of mitigation measures, the City must be engaged in the process at all stages, and would be best served by opposing any EIR or alternative selection process that does not include mitigation measures.

These two points are the main points of concern that the City needs to raise in the current review process. Upon further review of the Draft EIR, there may be other points of concern, which also will need to be raised in the review process.

Given the accelerated times lines and the complexity of the documents, Council concurred with staff and the City Attorney that the City would be best served if additional assistance was sought. The lawfirm of Shute, Mihaly & Weinberger, a firm based in San Francisco, is working with the City on the preparation of the necessary filings. This firm has worked with the City several times, most recently with the Council of Cities on the Tulare County General Plan Update and EIR. The firm is known for their completeness in analyzing the environmental documents, and is also experience with the CPUC processes.

Both the City Attorney’s Office and Shute, Milhaly & Weinberger are reviewing the document. The City will make comments at the draft EIR public comment session on July 23 in Visalia, and file written comments by July 31. The City will also file written testimony on July 20, participate in the written rebuttal testimony on August 7, and the hearings on August 31 and September 1.

## **Citizen Outreach**

During the initial siting process, and the EIR scoping sessions, the residents within 300 feet of both the proposed projects and the alternatives were contacted by SCE, and by the CPUC. The CPUC also ran public notices regarding the scoping sessions. In addition, the City sent a mailer notifying residents about the process last August, however, the City chose to expand the notification area and contacted residents within approximately one-half mile from the proposed projects. In addition, SCE made several presentations to the City Council, and the CPUC made a presentation regarding the process which were covered in the local newspapers.

More recently, there has been additional news coverage regarding the proposed routes and the draft EIR release, and the City used the TC Connect phone system last week to notify residents within approximately one-half mile of the proposed route 2 that the EIR was available for review, that the Council would be receiving this update today, and of the public comment session that will be held in Visalia on Thursday, July 23. In addition, the CPUC will be running public notices and again contacting people within 300 feet of the project.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

Map  
CPUC scoping memo

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

***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:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 4

**Agenda Item Wording:** Update and direction on the Sierra Village project and annexation proposal.

**Deadline for Action:** None

**Submitting Department:** Community Development – Planning

**Contact Name and Phone Number:**

Brandon Smith, AICP, Senior Planner, 713-4636  
Paul Scheibel, AICP, Planning Services Manager, 713-4369  
Chris Young, Assistant Director of Public Works, 713-4392

**Department Recommendation:** Staff recommends the City Council review the proponent's newly revised project description, and provide its comments regarding new or outstanding issues. The issues which have evolved out of the new project description, or have carried over from the previous project description are:

- Relocation of a City-owned storm drain basin;
- Establishment of an appropriate open space setback along Highway 198;
- Treatment of the open space setback;
- Confirmation of the desired land use designation on Billys property;
- Interest for the applicant to pursue three-story construction for the proposed assisted living facility and/or offices.

**Background:** In December 2004, entitlements were submitted to the City to facilitate a northerly expansion of the Sierra Village and Central Valley Christian (CVC) Schools campuses. The City Council held a work session on May 2, 2005, and authorized staff to accept the applications for an Annexation, General Plan Amendment, Change of Zone, and Amendment to the West Visalia Specific Plan. Work ensued on the preparation of a Draft EIR but became held up by the proponent's request to relocate the City-owned storm drain basin and the significant cost burden to the City associated with it. According to a staff report for a follow-up work session on April 17, 2006, staff recommended against relocating the City-owned storm drain basin due to the high cost that would be borne by the City to move the basin.

**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.

The proponents returned to City staff in late 2008 with a renewed interest of moving forward on the development, and in gaining an acceptable City solution for the basin relocation issue. Cost estimates provided by the proponent (included as an attachment to this report) now demonstrate that a majority of the costs will be borne by Sierra Village and CVC Schools.

**Project Summary:** The project is being driven by Sierra Village's interest to expand its existing campus to the north. The conceptual development plan shows a 44,200 sq. ft. assisted living community and 74-unit expansion of its residential neighborhood. A land swap will yield new ballfields for CVC Schools in exchange for a new storm drain basin site for the City. The remaining land in the project area is owned by Dr. Betsy Billys, and is conceptually shown with an office complex. Because Sierra Village's project area does not match up to boundaries of ownership, the project includes the reconfiguration and reconveyance of land to meet their needs.

The site reconfiguration requires making critical infrastructure improvements to accommodate the project. Both Cypress Avenue and Roeben Street will be extended. Roeben Street will be constructed as a collector-status street (with City bearing cost for the travel lanes), turning to a local street north of Cypress Avenue. Cypress Avenue will be constructed as a local street. The existing City-owned storm drain basin located between Sierra Village and CVC Schools would need to be expanded to accommodate the new development. The basin and the existing Persian-Watson Ditch running through the site present a hindrance to efficient expansion; therefore it is the proponent's desire that these improvements be relocated. Most infrastructure costs would be borne by the private property owners. As a property owner the City would bear some land acquisition costs.

**Proposed revisions to the project description:** The applicants have submitted a development project portfolio, containing a project overview, site plan maps, land acquisition maps, and cost estimates.

Costs associated with the storm drain basin relocation and Persian-Watson Ditch relocation will be shared by Sierra Village and CVC Schools. The City has already budgeted \$246,000 toward a new lift station for the basin, which would be installed at its new location. The City will pay for a lift station since this is already a necessary improvement to the storm drain basin that has not yet been installed. Any over-sizing of the new basin beyond necessary capacity would be a cost reimbursed by the City.

Cypress Avenue will be upsized to accommodate an anticipated greater traffic flow. Property owners would be responsible for road improvements and will be reimbursed for construction of travel lanes and any upsizing of Cypress Avenue. Each property owner will be solely responsible for their respective street frontages.

**Analysis:** Staff concurs with the proponent's desire to proceed with entitlements for campus expansion. This is primarily based on the City Council's previous authorization to initiate processing of the project, and to evaluate the project independently from other planning efforts associated with the West Highway 198 "Scenic Corridor" Area. In addition, the processing of the annexation would remove land from County jurisdiction that is now surrounded on three sides by urban land uses.

There are certain outstanding issues tied to the project that must be resolved before staff and the proponents can continue dealing with the project. Ultimately, the project description and site configuration must be confirmed so that an appropriate environmental assessment and staff evaluation can be made.

**Outstanding Issues:** Outstanding issues associated with the new project description are described here in more detail, with staff recommendations on each:



- Alternate Plan for Linear Basin Along Highway 198 Frontage. The applicants propose relocating the storm drain basin north of the Cypress Avenue extension. The original plan prepared by the proponents is shown as Concept Plan Option 1. City staff asked the proponent to design a linear storm basin with lower slopes capable of supporting vegetation such as native oaks. The basin would be located adjacent to Highway 198 and could be treated as an open space setback. The resulting plan prepared by the proponent (Concept Plan Option 2) shows a 200' setback comprised of the relocated ditch and a combination storm drain basin / native oak corridor.

Staff recommends that the Option 2 configuration be used. In addition to establishing a consistent open space setback along Highway 198, the capacity and construction costs of this basin are identical to the proponent's original Concept Plan Option 1.

- Fire Station Site. Concept Plan Option 2 also shows one acre along Cypress Avenue reserved for a future City Fire Station, at the request of City staff. According to a memo prepared by Fire Chief Mark Nelson, a new Fire Station in Southwest would improve response times and should therefore be considered in this area. Inclusion of the fire station site raises the City's estimated land acquisition costs from \$155,000 in Option 1 to \$283,000 in Option 2. Inclusion of this option does not commit the City to purchase or build a station at this location. An alternatives analysis would be completed at some point in the future.
- Establishment of Open Space Setback along Highway 198. The two concept plans have varying degrees of setbacks and show the Persian-Watson Ditch relocated within the setback adjacent to Highway 198. The City Council has voiced a desire to dedicate an open setback along the "Scenic Corridor" portion of Highway 198 between Plaza Park and Akers Street. In the past, staff recommended that the City Council maintain a minimum 200' open space setback for the project area, based on the recommendation brought to Council in 2005 by the West Highway 198 Open Space Task Force.

Staff continues to recommend requiring a 200' open space setback that is able to withstand native vegetation such as valley oaks, and is free of buildings and parking lots.

- Proposed Land Use for Billys Property. The project includes approximately 8 acres north of the Cypress Avenue extension owned by Dr. Betsy Billys. As with the Sierra Village and CVC Schools properties, its land use is currently designated as agriculture. The concept plans show medical and/or professional offices as the proposed land use.

Staff is seeking input on the City Council's desire as to the most appropriate land use north of Cypress. If an urban land use is desired, staff would recommend land uses that are not competitive with Downtown / Core Area land uses. Such land uses may include an extension of the highway commercial uses already found north of Cypress (hotels, quick-serve restaurants, etc.).

- Three-story construction. Following the City's interest to make efficient use of urban areas and take steps to preserve open space, the City Council may be interested to see three-story construction for the assisted living facility and office complex.

Staff does not have a recommendation on this matter, but would solicit City Council's interest.

**Prior Council/Board Actions:** On May 2, 2005, the City Council gave authorization for staff to accept requests by Sierra Village for an Annexation, General Plan Amendment, Change of Zone, and Specific Plan Amendment on property directly north of their existing campus.

On April 17, 2006, the City Council received a status report on the project and considered an alternative site plan to relocate the storm drain basin. The work session item was continued indefinitely, and no resolution was made on the revised site plan.

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

**Alternatives:** The City Council may request further changes prior to work commencing on the entitlements and environmental document. The City Council can direct such changes to be reviewed at another work session.

**Attachments:**

- Sierra Village Development Project portfolio
  - Executive summary
  - Concept Plan – Options 1 & 2
  - Project Cost Estimate
  - Land Acquisition Plan – Option 1 & 2
- Memorandum from Fire Chief Mark Nelson

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

I recommend the City Council authorize staff to move forward with the various entitlement applications for the Sierra Village Development Project and incorporate those comments made by the City Council.

***Environmental Assessment Status***

**CEQA Review:** The project will require an Environmental Impact Report which will be processed with the entitlements.

**NEPA Review:** None

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

Copies of this report have been provided to:



4CREEKS, INC.

# Sierra Village Development Project



4Creeks, Inc. | 1150 N. Chinowth St., Ste. B Visalia, CA 93291



## **Table of Contents**

- 1. Sierra Village Development Project Executive Summary and Introduction**
- 2. Concept Plan – Option 1 (11" x 17")**
- 3. Concept Plan – Option 2 (11" x 17")**
- 4. Project Cost Estimate Executive Summary**
- 5. Project Cost Estimate Detailed Breakdown**
- 6. Land Acquisition Map – Option 1 (11" x 17")**
- 7. Land Acquisition Map – Option 2 (11" x 17")**





**Sierra Village Development Project – City Council Work Session  
July 13, 2009**

**Project Summary**

The project includes a variation of proposed land uses that will benefit the City of Visalia in various ways including:

- Enhancing the scenic corridor along Highway 198.
- Providing additional storm drainage storage for southwest and central western portions of Visalia.
- Relieve traffic congestion at Cypress and Akers, by providing for a connection to Roeben St.; which allows for southern connections at Tulare Ave., Walnut Ave. and Whitendale Ave.
- Provide additional open space and ball fields for the adjacent schools.
- Provide additional housing options and care for the Senior and elderly in our community.
- Provide for future medical or professional office space needs.

The following table provides a more detailed breakdown of the acreages and densities for the proposed land uses:

Land Use	Option 1	Option 2	Building Square Footages or # of Units
Central Valley Christian School Fields	8.2 Acres	8.2 Acres	Not applicable
Billys Medical/Professional Office Complex	6.7 Acres	6.2 Acres	~80,598 square feet
City of Visalia Storm Drain Basin/Open Space	4.6 Acres	5.0 Acres	Not applicable
City of Visalia Waterway (Persian Ditch)	1.6 Acres	1.6 Acres	Not applicable
City of Visalia Highway Landscape Setback	0.9 Acres		Not applicable
City of Visalia Right of Way-Roeben	0.9 Acres	0.9 Acres	Not applicable
City of Visalia Right of Way-Cypress Ave.	1.8 Acres	1.8 Acres	Not applicable
City of Visalia Proposed Fire Station		1 Acre	Not applicable
Sierra Village Retirement Community Expansion	11.5 Acres	11.5 Acres	74 Units (6.4 units/acre – gross)
Sierra Village Assisted Living Complex	3.2 Acres	3.2 Acres	~44,200 square feet
<b>Total Project Size:</b>	<b>~39.4 Acres</b>	<b>~39.4 Acres</b>	

*Note: All numbers are approximate and based on a conceptual drawing. Acreages do not include Roeben Ave., but do include Cypress Street right of way and irrigation ditches.*



The project team has met with various staff members of the City of Visalia, in order to coordinate the engineering issues and planning issues pertaining to this project. Additionally, the project team has met with the Persian-Watson Ditch Company and all property owners to try and address any concerns from the outset. The current concept plan is a product of the coordination and meetings that have taken place over the past few months. The following is an understanding of the critical infrastructure improvements for this project:

#### ***Storm Drain Basin Relocation***

- Sierra Village and Central Valley Christian will pay a proportionate share to relocate the existing storm drain basin.
- The City of Visalia will pay for the lift station at the new basin with the money set aside to pay for the already necessary lift station at the existing basin that has not yet been installed.
- Any additional over-sizing, of the basin beyond the existing capacity plus the additional required capacity created by the proposed project, would be reimbursed by the City. (ie. Capacity for other off-site properties or to fix existing capacity problems.)
- Sierra Village development would like to have storm drain impact fee credits for the improvements related to the basin relocation (only for any additional over-sizing costs).
- The basin will be designed flatter slopes in order to provide for additional landscaping along the banks.
- The acreage of the existing City owned basin and the new proposed basin would be swapped on an acre for acre basis. Any additional property that the City obtains can be assessed on a reasonable cost basis and credited to the development with storm drain impact fee credits or by other acceptable means.

#### ***Off-site Street Improvements***

##### ***Roeben Street***

- Roeben St. will be collector status as shown City circulation element, subject to current reimbursement agreements on collector/arterial street construction.
- Roeben St. extension north of Cypress could/would be built as a local standard with a cul-de-sac for existing homes to the northwest.

##### ***Cypress Avenue***

- Cypress is only designated a local street, which would be built under normal local street criteria (developer pays for whatever portion is on their frontage). The City Engineering Department may want to "upsized" Cypress over a local. The City would pay the additional over-sizing beyond a standard local. CVC would pay for their frontage, Billys for theirs and Sierra Village for theirs.

#### ***Persian-Watson Ditch Improvements***

- The ditch is proposed to have the north branch of Persian-Watson ditch relocated along the highway and the western side of the project.
- Any ditch improvements and design will be coordinated with Dennis Keller and Persian-Watson Ditch Company.
- The ditch relocation will be at the pro-rata shared expense of the developers.
- The new lift station will be pumped into either the north branch of the Persia-Watson ditch or the main branch which runs down the middle of the CVC campus.



***Highway 198 Setback***

- The project is proposed to have varying setbacks, including a relocated waterway with riparian landscaping, storm drain pond with enhanced landscaping, passive open space between ditch and parking lot, and parking lot with additional landscaping.
- It is assumed that the waterway riparian setback will be reimbursed or purchased per standard City policy.
- A portion of the additional highway setback would need to be considered for reimbursement or purchase on the Billys property.

We believe the project will be an enhancement to the western entrance of the City and help to clean up an area that has been abandoned for the past decade. Thank you for your time, consideration, and feedback.

Sincerely,

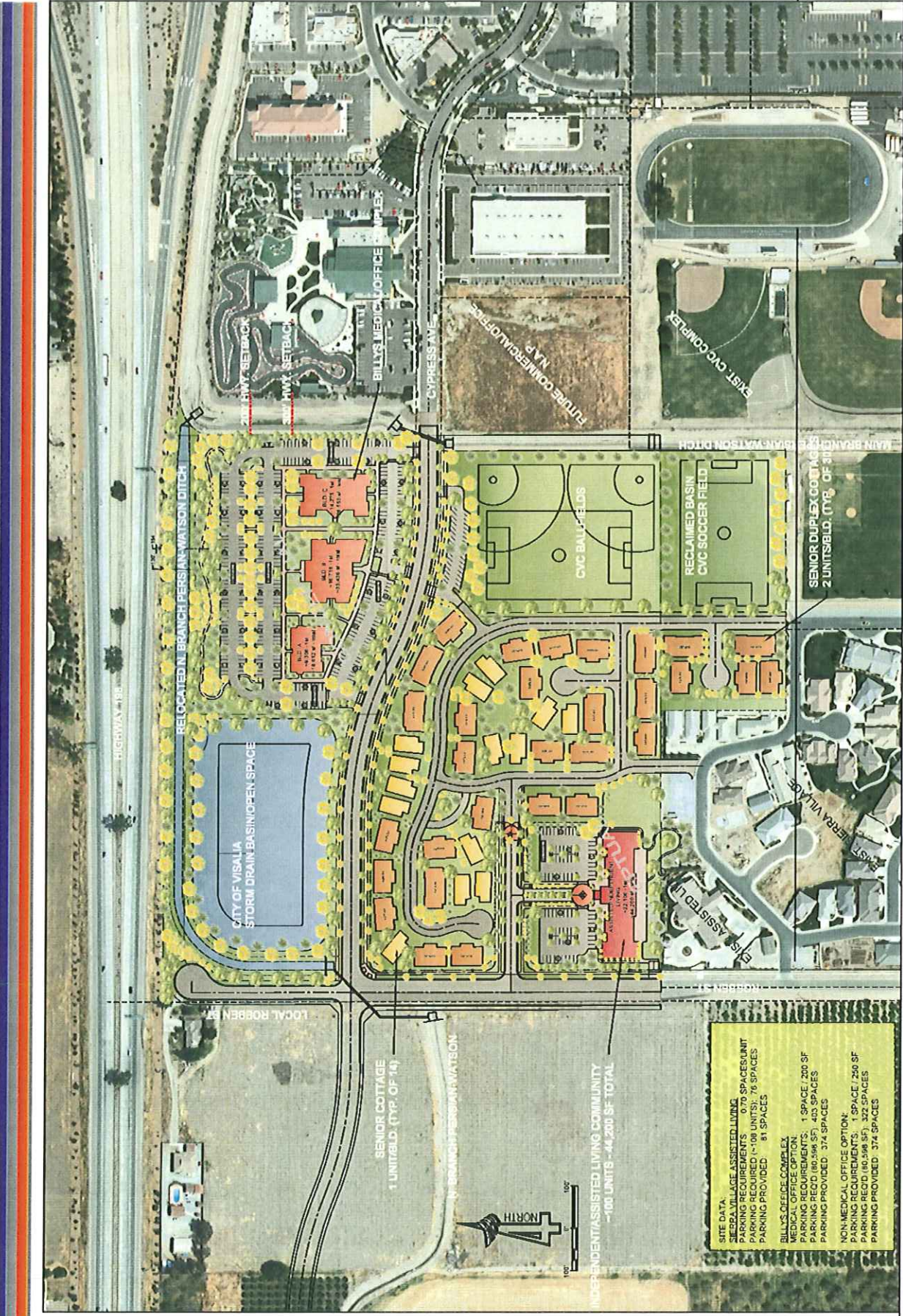
A handwritten signature in blue ink, appearing to read "Matt Ainley". The signature is fluid and cursive, with a large loop at the end.

Matt Ainley, PE  
President/Civil Engineer

*on behalf of Sierra Village, Central Valley Christian Schools, and Dr. Billys*

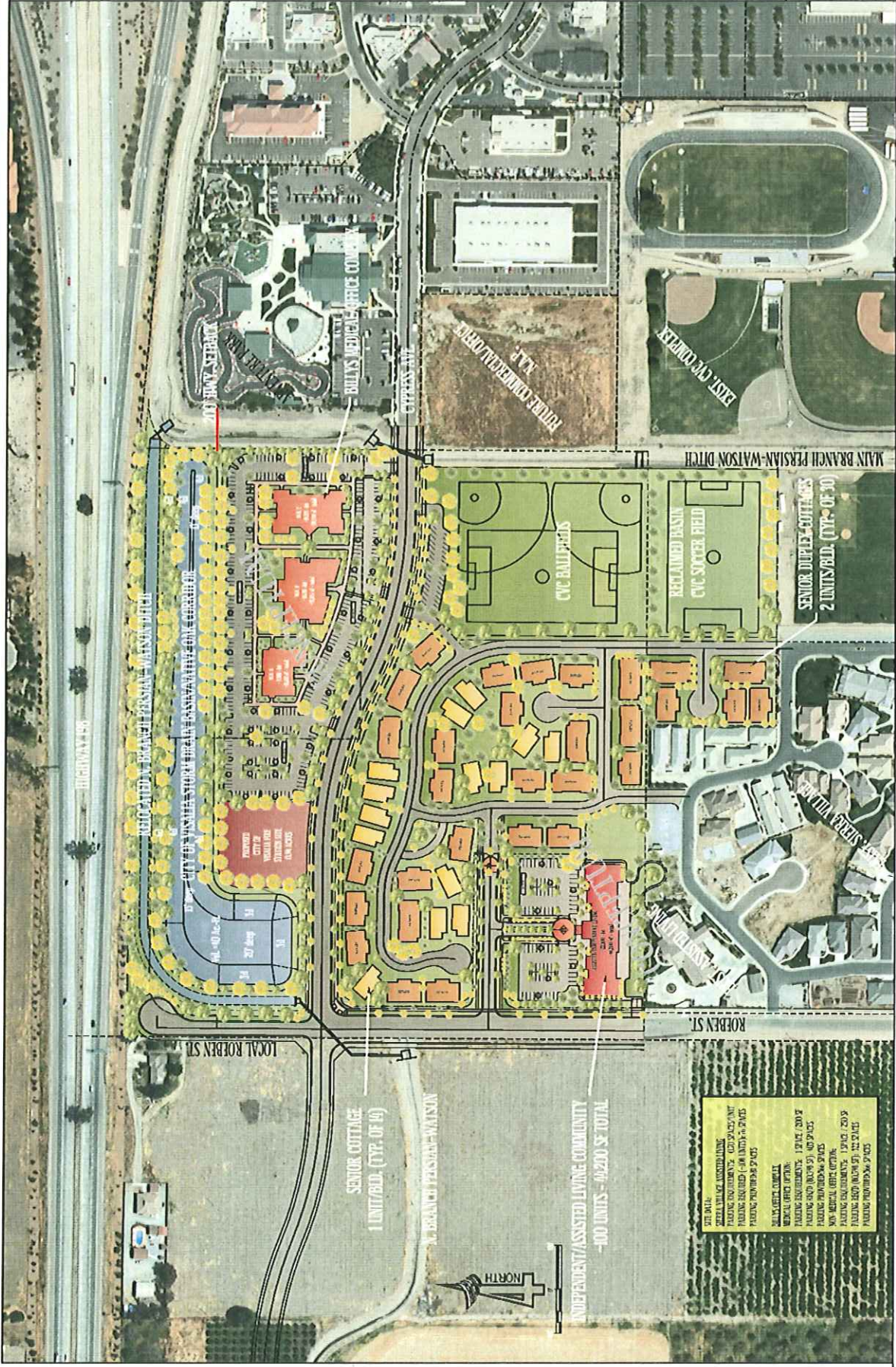


# SIERRA VILLAGE CONCEPT PLAN OPTION 1



<b>SITE DATA:</b>	
SIERRA VILLAGE ASSISTED LIVING	070 SPACES/UNIT
PARKING REQUIREMENTS	1-100 UNITS/376 SPACES
PARKING PROVIDED	91 SPACES
<b>BILLIS OFFICE COMPLEX</b>	
PARKING REQUIREMENTS	1 SPACE / 200 SF
PARKING REQ'D (60,396 SF)	403 SPACES
PARKING PROVIDED	374 SPACES
<b>NON-MEDICAL OFFICE OPTION:</b>	
PARKING REQUIREMENTS	1 SPACE / 250 SF
PARKING REQ'D (60,396 SF)	322 SPACES
PARKING PROVIDED	374 SPACES





<p>                 CITY OF                  PERROWE                  10000 N. 150TH AVE.                  SUITE 100                  EDEN PRAIRIE, MN 55324                  TEL: 952.935.1234                  FAX: 952.935.1235                  WWW.CITYOFPERROWE.MN.GOV             </p>	<p>                 CITY OF                  PERROWE                  10000 N. 150TH AVE.                  SUITE 100                  EDEN PRAIRIE, MN 55324                  TEL: 952.935.1234                  FAX: 952.935.1235                  WWW.CITYOFPERROWE.MN.GOV             </p>
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INDEPENDENT/ASSISTED LIVING COMMUNITY  
 -100 UNITS - ~9,200 SF TOTAL

SENIOR COTTAGE  
 1 UNIT/BLDG. (TYP. OF 4)

SENIOR DUPLEX-COTTAGES  
 2 UNITS/BLD. (TYP. OF 30)

CVC BALLPARKS

RECYCLED WASH  
 CVC SOCCER FIELD

RELOCATED DOG PARK  
 (CITY OF PERROWE)

MAIN BRANCH PERSIAN-WATSON DITCH

ROBBEN ST.

LOCAL ROBBEN ST.

SENIOR COTTAGE  
 1 UNIT/BLDG. (TYP. OF 4)

SENIOR COTTAGE  
 1 UNIT/BLDG. (TYP. OF 4)

SENIOR COTTAGE  
 1 UNIT/BLDG. (TYP. OF 4)

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 1 UNIT/BLDG. (TYP. OF 4)

SENIOR COTTAGE  
 1 UNIT/BLDG. (TYP. OF 4)





**Sierra Village  
Project Cost Estimate Executive  
Summary**

6/26/2009

#08123

Calc's By: MDA

Chk'd By: DDG

<b>Option 1</b>					
Item	Sierra Village	CVC	Dr. Billys	City of Visalia	Totals
<b>Land Acquisitions</b>					
Existing Acreage (Acres)	26.99		7.98	4.30	<b>39.27</b>
Proposed Acreage (Acres)	14.72	8.21	6.46	9.88	<b>39.27</b>
Total Cost for Land Acquisitions	\$1,500	\$0	\$90,000	\$155,000	
Total Land Transfer Amounts					
<b>Off-Site Development Costs</b>					
Storm Drain Basin Construction Costs	\$372,750	\$372,750	\$0	\$246,000	<b>\$991,500</b>
<b>Street Construction Costs</b>					
Roeben St. (Arterial, 84' R/W)	\$143,826	\$0	\$0	\$325,854	<b>\$469,680</b>
Roeben St. Ext. (Local cul-de-sac, 56' R/W)	\$93,723	\$0	\$0	\$0	<b>\$93,723</b>
Cypress Ave. (Local, 52' R/W)	\$271,790	\$119,830	\$102,657	\$0	<b>\$494,277</b>
<b>Ditch Relocation Costs</b>					
Persian-Watson Ditch Relocation	\$89,829	\$50,136	\$39,449	\$0	<b>\$179,414</b>
<b>Subtotals:</b>	<b>\$971,918</b>	<b>\$542,716</b>	<b>\$142,106</b>	<b>\$571,854</b>	<b>\$2,228,594</b>
<b>Total:</b>	<b>\$973,418</b>	<b>\$542,716</b>	<b>\$232,106</b>	<b>\$726,854</b>	

<b>City of Visalia Development Impact Fees</b>					
Total Development Impact Fees paid to City	\$687,034	\$87,079	\$1,197,187	\$0	<b>\$1,971,300</b>

<b>Option 2</b>					
Item	Sierra Village	CVC	Dr. Billys	City of Visalia	Totals
<b>Land Acquisitions</b>					
Existing Acreage (Acres)	26.99		7.98	4.30	<b>39.27</b>
Proposed Acreage (Acres)	14.72	8.21	6.07	10.27	<b>39.27</b>
Total Cost for Land Acquisitions	\$1,500	\$0	\$195,000	\$283,500	
<b>Off-Site Development Costs</b>					
Storm Drain Basin Construction Costs	\$372,750	\$372,750	\$0	\$246,000	<b>\$991,500</b>
<b>Street Construction Costs</b>					
Roeben St. (Arterial, 84' R/W)	\$143,826	\$0	\$0	\$325,854	<b>\$469,680</b>
Roeben St. Ext. (Local cul-de-sac, 56' R/W)	\$93,723	\$0	\$0	\$0	<b>\$93,723</b>
Cypress Ave. (Local, 52' R/W)	\$214,045	\$119,830	\$160,222	\$0	<b>\$494,097</b>
<b>Ditch Relocation Costs</b>					
Persian-Watson Ditch Relocation	\$91,037	\$50,810	\$37,566	\$0	<b>\$179,413</b>
<b>Subtotal:</b>	<b>\$915,381</b>	<b>\$543,390</b>	<b>\$197,788</b>	<b>\$571,854</b>	<b>\$2,228,413</b>
<b>Total:</b>	<b>\$916,881</b>	<b>\$630,469</b>	<b>\$392,788</b>	<b>\$855,354</b>	

<b>City of Visalia Development Impact Fees</b>					
Total Development Impact Fees paid to City	\$687,034	\$87,079	\$1,191,778	\$0	<b>\$1,965,891</b>



**Sierra Village  
Project Cost Estimate Breakdown**

Calc's By: MDA

Chk'd By: DDG

**Land Acquisitions**

	Land from Dr. Billys
	Land from Sierra Village
	Land to be transferred

**Existing Acreage Ownership Breakdown:**

Property Owner	Qty.	Units
Sierra Village / CVC	26.99	acres
Dr. Billys	7.98	acres
City of Visalia-Storm Drain Basin	4.30	acres
<b>SUB-TOTAL:</b>	<b>39.27</b>	

**\*\*All land values are based on June 6, 2007 Hopper Appraisal Study, values are preliminary and subject to review and approval\*\***

**CONCEPT PLAN OPTION 1**

**Existing Acreage Ownership Breakdown (by Proposed Use):**

Property Owner	Existing	Option 1	Land Value/Acre	Land Value
<b>Sierra Village / CVC</b>	<b>26.99</b>			
Sierra Village		13.39	\$150,000	\$2,008,500
CVC		5.23	\$25,000	\$130,750
Waterway/Ditch Acquisition - SV		0.58	\$25,000	\$14,500
Right of Way - Cypress (SV)		1.66	\$150,000	\$249,000
Right of Way - Roeben Extension (Local)		0.10	\$150,000	\$15,000
Right of Way - Roeben (Dev. Req., 18')		0.26	\$150,000	\$39,000
Right of Way - Roeben (City TIF 24')		0.56	\$150,000	\$84,000
Billys Office Complex		0.60	\$150,000	\$90,000
City of Visalia Storm Drain Basin		4.61	\$25,000	\$115,250
<b>SUB-TOTAL:</b>	<b>26.99</b>	<b>26.99</b>		<b>\$2,746,000</b>
<b>Dr. Billys</b>	<b>7.98</b>			
Billys Office Complex		5.86	\$250,000	\$1,465,000
Waterway/Ditch Acquisition - Billys		1.05	\$25,000	\$26,250
Highway Landscape Setback		0.90	\$25,000	\$22,500
Leftover land from Billys to Sierra Village		0.01	\$150,000	\$1,500
Right of Way - Cypress (Billys)		0.16	\$150,000	\$24,000
<b>SUB-TOTAL:</b>	<b>7.98</b>	<b>7.98</b>		<b>\$1,539,250</b>
<b>City of Visalia</b>				
Storm Drain Basin	4.30	4.30	\$25,000	\$107,500
<b>SUB-TOTAL:</b>	<b>4.30</b>	<b>4.30</b>		
<b>TOTAL:</b>	<b>39.27</b>	<b>39.27</b>		



**SIERRA VILLAGE PROJECT COST ESTIMATE SUMMARY**

**Proposed Acreage Ownership Breakdown (by Proposed Use):**

<i>Property Owner</i>	<i>Existing</i>	<i>Option 1</i>	<i>Land Value/Acre</i>	<i>Land Value</i>
<b>Sierra Village / CVC</b>	26.99			
Sierra Village		14.71	\$150,000	\$2,206,500
CVC		8.21	\$25,000	\$205,250
Leftover land from Billys to Sierra Village		0.01	\$150,000	\$1,500
<b>SUB-TOTAL:</b>	<b>26.99</b>	<b>22.93</b>		<b>\$2,413,250</b>
<b>Dr. Billys</b>	7.98			
Billys Office Complex		5.86	\$250,000	\$1,465,000
Property Acq. - from Sierra Village		0.60	\$150,000	\$90,000
<b>SUB-TOTAL:</b>	<b>7.98</b>	<b>6.46</b>		<b>\$1,555,000</b>
<b>City of Visalia</b>	4.30			
Storm Drain Basin - SV		4.61	\$25,000	\$115,250
Waterway/Ditch Acquisition - SV		0.58	\$25,000	\$14,500
Right of Way - Cypress (SV)		1.66	\$150,000	\$249,000
Right of Way - Roeben Extension (Local)		0.10	\$150,000	\$15,000
Right of Way - Roeben (Dev. Req., 18')		0.26	\$150,000	\$39,000
Right of Way - Roeben (City TIF 24')		0.56	\$150,000	\$84,000
Waterway/Ditch Acquisition - Billys		1.05	\$25,000	\$26,250
Highway Landscape Setback		0.90	\$25,000	\$22,500
Right of Way - Cypress (Billys)		0.16	\$150,000	\$24,000
<b>SUB-TOTAL:</b>	<b>4.30</b>	<b>9.88</b>	<i>Total Est. Value</i>	<b>\$589,500</b>
<b>TOTAL:</b>	<b>39.27</b>	<b>39.27</b>		

<b>City of Visalia Land Cost Summary</b>					
Storm Drain Basin Existing		4.30	\$25,000	\$107,500	
Storm Drain Proposed		4.61	\$25,000	\$115,250	
<b>Balance Due Sierra Village via Storm Drain Fee Credits</b>		<b>4.61</b>		<b>\$7,750</b>	SD Impact Fee Credit
Waterway/Ditch Acquisition - SV		0.58	\$25,000	\$14,500	
Waterway/Ditch Acquisition - Billys		1.05	\$25,000	\$26,250	
<b>Balance Due via Waterway/Riparian Acquisition</b>		<b>1.63</b>		<b>\$40,750</b>	Waterway Impact Fee Credit
Right of Way - Cypress (SV)		1.66	\$150,000	\$249,000	
Right of Way - Roeben Extension (Local)		0.10	\$150,000	\$15,000	
Right of Way - Roeben (Dev. Req., 18')		0.26	\$150,000	\$39,000	
Right of Way - Roeben (City TIF 24')		0.56	\$150,000	\$84,000	
Right of Way - Cypress (Billys)		0.16	\$150,000	\$24,000	
<b>Total Value of Right of Way dedications</b>		<b>2.74</b>		<b>\$411,000</b>	
<b>Balance Due via TIF credits to Sierra Village</b>				<b>\$84,000</b>	Transportation Impact Fee Credit

**SIERRA VILLAGE PROJECT COST ESTIMATE SUMMARY**

Highway Landscape Setback		0.90	\$25,000	\$22,500	
Balance Due via purchase for Hwy. Setback		0.90		\$22,500	To be purchased
<b>SUB-TOTAL:</b>	<b>0.00</b>	<b>9.88</b>	<i>Total Est. Value</i>	<b>\$482,000</b>	
<b>TOTAL:</b>	<b>39.27</b>	<b>39.27</b>	<i>Total Final Amnt.</i>	<b>\$155,000</b>	

**CONCEPT PLAN OPTION 2**

**Existing Acreage Ownership Breakdown (by Proposed Use):**

<i>Property Owner</i>	<i>Existing</i>	<i>Option 2</i>	<i>Land Value/Acre</i>	<i>Land Value</i>
<b>Sierra Village / CVC</b>	<b>26.99</b>			
Sierra Village		13.39	\$150,000	\$2,008,500
CVC		5.23	\$25,000	\$130,750
Waterway/Ditch Acquisition - SV		0.58	\$25,000	\$14,500
Right of Way - Cypress (SV)		1.66	\$150,000	\$249,000
Right of Way - Roeben Extension (Local)		0.10	\$150,000	\$15,000
Right of Way - Roeben (Dev. Req., 18')		0.26	\$150,000	\$39,000
Right of Way - Roeben (City TIF 24')		0.56	\$150,000	\$84,000
City of Visalia Fire Station		0.95	\$150,000	\$142,500
Billys Office Complex		1.30	\$150,000	\$195,000
City of Visalia Storm Drain Basin		2.96	\$25,000	\$74,000
<b>SUB-TOTAL:</b>	<b>26.99</b>	<b>26.99</b>		<b>\$2,952,250</b>
<b>Dr. Billys</b>	<b>7.98</b>			
Billys Office Complex		4.77	\$250,000	\$1,192,500
Waterway/Ditch Acquisition - Billys		0.97	\$25,000	\$24,250
City of Visalia Storm Drain Basin		2.07	\$25,000	\$51,750
Leftover land from Billys to Sierra Village		0.01	\$150,000	\$1,500
Right of Way - Cypress (Billys)		0.16	\$150,000	\$24,000
<b>SUB-TOTAL:</b>	<b>7.98</b>	<b>7.98</b>		<b>\$1,294,000</b>
<b>City of Visalia</b>				
Storm Drain Basin	4.30	4.30	\$25,000	\$107,500
<b>SUB-TOTAL:</b>	<b>4.30</b>	<b>4.30</b>		
<b>TOTAL:</b>	<b>39.27</b>	<b>39.27</b>		

**Proposed Acreage Ownership Breakdown (by Proposed Use):**

<i>Property Owner</i>	<i>Existing</i>	<i>Option 2</i>	<i>Land Value/Acre</i>	<i>Land Value</i>
<b>Sierra Village / CVC</b>	<b>26.99</b>			
Sierra Village		14.71	\$150,000	\$2,206,500
CVC		8.21	\$25,000	\$205,250
Leftover land from Billys to Sierra Village		0.01	\$150,000	\$1,500
<b>SUB-TOTAL:</b>	<b>26.99</b>	<b>22.93</b>		<b>\$2,413,250</b>
<b>Dr. Billys</b>	<b>7.98</b>			
Billys Office Complex		4.77	\$250,000	\$1,192,500
Property Acq. - from Sierra Village		1.30	\$150,000	\$195,000
<b>SUB-TOTAL:</b>	<b>7.98</b>	<b>6.07</b>		<b>\$1,387,500</b>

**SIERRA VILLAGE PROJECT COST ESTIMATE SUMMARY**

<b>City of Visalia</b>	4.30			
Storm Drain Basin - SV		2.96	\$25,000	\$74,000
Waterway/Ditch Acquisition - SV		0.58	\$25,000	\$14,500
Right of Way - Cypress (SV)		1.66	\$150,000	\$249,000
Right of Way - Roeben Extension (Local)		0.10	\$150,000	\$15,000
Right of Way - Roeben (Dev. Req., 18')		0.26	\$150,000	\$39,000
Right of Way - Roeben (City TIF 24')		0.56	\$150,000	\$84,000
City of Visalia Fire Station		0.95	\$150,000	\$142,500
Waterway/Ditch Acquisition - Billys		0.97	\$25,000	\$24,250
City of Visalia Storm Drain Basin		2.07	\$25,000	\$51,750
Right of Way - Cypress (Billys)		0.16	\$150,000	\$24,000
<b>SUB-TOTAL:</b>	<b>4.30</b>	<b>10.27</b>	<i>Total Est. Value</i>	<b>\$718,000</b>
<b>TOTAL:</b>	<b>39.27</b>	<b>39.27</b>		

<b>City of Visalia Land Cost Summary</b>					
Storm Drain Basin Existing		4.30	\$25,000	\$107,500	
Storm Drain Proposed		5.03	\$25,000	\$125,750	
<b>Balance Due Sierra Village via Storm Drain Fee Credits</b>		<b>5.03</b>		<b>\$18,250</b>	SD Impact Fee Credit
Waterway/Ditch Acquisition - SV		0.58	\$25,000	\$14,500	
Waterway/Ditch Acquisition - Billys		0.97	\$25,000	\$24,250	
<b>Balance Due via Waterway/Riparian Acquisition</b>		<b>1.55</b>		<b>\$38,750</b>	Waterway Impact Fee Credit
Right of Way - Cypress (SV)		1.66	\$150,000	\$249,000	
Right of Way - Roeben Extension (Local)		0.10	\$150,000	\$15,000	
Right of Way - Roeben (Dev. Req., 18')		0.26	\$150,000	\$39,000	
Right of Way - Roeben (City TIF 24')		0.56	\$150,000	\$84,000	
Right of Way - Cypress (Billys)		0.16	\$150,000	\$24,000	
<b>Total Value of Right of Way dedications</b>		<b>2.74</b>		<b>\$411,000</b>	
<b>Balance Due via TIF credits to Sierra Village</b>				<b>\$84,000</b>	Transportation Impact Fee Credit
City of Visalia Fire Station		0.95	\$150,000	\$142,500	
<b>Balance Due for acquisition of Fire Station</b>		<b>0.95</b>		<b>\$142,500</b>	To be purchased
<b>SUB-TOTAL:</b>	<b>0.00</b>	<b>10.27</b>	<i>Total Est. Value</i>	<b>\$610,500</b>	
<b>TOTAL:</b>	<b>39.27</b>	<b>39.27</b>	<b>Total Final Amnt.</b>	<b>\$283,500</b>	



SIERRA VILLAGE PROJECT COST ESTIMATE SUMMARY

CITY OF VISALIA DEVELOPMENT IMPACT FEE BREAKDOWN

Based on proposed land uses from Option 2:

<i>CITY FEE</i>	<i>Acreage</i>	<i>Unit</i>	<i>Fee per Ac or Unit</i>	<i>Total Fee</i>
<b>GROUNDWATER OVERDRAFT MIT. FEE</b>				
Sierra Village (Senior Housing)	11.51	0	\$1,057.00	\$12,166.07
Sierra Village (Assisted Living)	3.20	0	\$1,057.00	\$3,382.40
CVC	8.21	0	\$1,057.00	\$8,677.97
Dr. Billys	6.07	0	\$1,057.00	\$6,415.99
			<b>Subtotal:</b>	<b>\$30,642.43</b>
<b>PARK ACQUISITION &amp; DEVELOPMENT FEE</b>				
Sierra Village (Senior Housing)		0		\$0.00
Sierra Village (Assisted Living)		0		\$0.00
CVC		0		\$0.00
Dr. Billys		0		\$0.00
			<b>Subtotal:</b>	<b>\$0.00</b>
<b>PUBLIC FACILITY IMPACT FEES</b>				
Sierra Village (Senior Housing)		74	\$414.70	\$30,687.80
Sierra Village (Assisted Living)		108	\$49.33	\$5,327.64
CVC		0	\$0.00	\$0.00
Dr. Billys		81	\$552.79	\$44,553.77
			<b>Subtotal:</b>	<b>\$80,569.21</b>
<b>PUBLIC SAFETY IMPACT FEES</b>				
Sierra Village (Senior Housing)	11.51		\$5,122.72	\$58,962.51
Sierra Village (Assisted Living)	3.20		\$7,627.84	\$24,409.09
CVC	8.21		\$2,366.43	\$19,428.39
Dr. Billys	6.07		\$4,431.51	\$26,899.27
			<b>Subtotal:</b>	<b>\$129,699.25</b>
<b>STORM DRAINAGE ACQ. &amp; DEV. IMPACT FEE</b>				
Sierra Village (Senior Housing)	11.51		\$4,365.28	\$50,244.37
Sierra Village (Assisted Living)	3.20		\$4,988.90	\$15,964.48
CVC	8.21		\$3,741.68	\$30,719.19
Dr. Billys	6.07		\$4,365.28	\$26,497.25
			<b>Subtotal:</b>	<b>\$123,425.30</b>

**SIERRA VILLAGE PROJECT COST ESTIMATE SUMMARY**

<b>WATERWAY ACQUISITION IMPACT FEE</b>				
Sierra Village (Senior Housing)	11.51		\$4,014.73	\$46,209.54
Sierra Village (Assisted Living)	3.20		\$4,588.29	\$14,682.53
CVC	8.21		\$3,441.36	\$28,253.57
Dr. Billys	6.07		\$4,014.73	\$24,369.41
			<b>Subtotal:</b>	<b>\$113,515.05</b>
<b>TRANSPORTATION IMPACT FEE</b>				
Sierra Village (Senior Housing)		74	\$1,748.00	\$129,352.00
Sierra Village (Assisted Living)		108	\$1,748.00	\$188,784.00
CVC		0	\$0.00	\$0.00
Dr. Billys		81	\$12,921.00	\$1,041,406.76
			<b>Subtotal:</b>	<b>\$1,359,542.76</b>
<b>TREATMENT PLAN CONNECTION CAP. CHARGES</b>				
Sierra Village (Senior Housing)		74	\$641.44	\$47,466.56
Sierra Village (Assisted Living)		108	\$239.18	\$25,831.44
CVC		0	\$0.00	\$0.00
Dr. Billys		81	\$188.91	\$15,225.77
			<b>Subtotal:</b>	<b>\$88,523.77</b>
<b>TRUNK LINE CAPACITY CHARGE</b>				
Sierra Village (Senior Housing)		74	\$365.85	\$27,072.90
Sierra Village (Assisted Living)		108	\$60.10	\$6,490.80
CVC		0	\$0.00	\$0.00
Dr. Billys		81	\$79.53	\$6,409.96
			<b>Subtotal:</b>	<b>\$39,973.66</b>
			<b>TOTAL IMPACT FEES GENERATED:</b>	<b>\$1,965,891.42</b>



**SIERRA VILLAGE PROJECT COST ESTIMATE SUMMARY**

**OFF-SITE DEVELOPMENT COSTS**

**STORM DRAIN BASIN CONSTRUCTION COSTS**

*All costs by based on Option 2 for simplification purposes, the difference between is negligible.*

**EXIST. POND RELOCATION CONSTRUCTION COSTS:**

<i>Item</i>	<i>Qty.</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Item Total</i>	<i>Comment</i>
DEMOLITION (REMOVAL OF EXISTING OUTLET STRUCTURE, FENCE REMOVAL, BUILDINGS AT NEW SITE)	1	LS	\$10,000.00	\$10,000	
POND RELOCATION (EXCAVATE NEW BASIN, PARTIALLY BACKFILL EXISTING BASIN)	75,000	YD	\$2.75	\$206,250	
NEW BASIN CHAIN LINK FENCE	3,000	LF	\$8.00	\$24,000	
60" RG-RCP STORM DRAIN	1,750	LF	\$125.00	\$218,750	
72" STORM DRAIN MANHOLE	4	EA	\$6,500.00	\$26,000	
LIFT STATION	1	LS	\$230,000.00	\$230,000	(Exist. City funding)
BASIN LANDSCAPING	1	LS	\$60,000.00	\$60,000	
OUTLET STRUCTURE	1	LS	\$15,000.00	\$15,000	
<b>SUB-TOTAL:</b>				<b>\$790,000</b>	

**ENGINEERING/SURVEYING FEES:**

TOPOGRAPHIC SURVEY:	1	LS	\$1,000	\$1,000	(Lumped with Topo for full site)
LEGAL DESCRIPTION:	1	EA	\$1,000	\$1,000	
IMPROVEMENT PLANS FOR POND AND PIPELINES:	1	LS	\$17,500	\$17,500	
LIFT STATION DESIGN	1	LS	\$16,000	\$16,000	(Exist. City funding)
CONSTRUCTION STAKING:	1	LS	\$8,000	\$8,000	
<b>SUB-TOTAL:</b>				<b>\$43,500</b>	

**TOTAL CONSTRUCTION COST: \$790,000**

**20% CONTINGENCY: \$158,000**

**TOTAL ENGINEERING & SURVEYING FEES: \$43,500**

**TOTAL: \$991,500**

*Note: The lift station costs need to be incurred with or without the project. The lift station is currently planned to be installed at the existing basin.*

**TOTAL CITY OF VISALIA COST: \$246,000**

**SD BASIN ACQ. COST: \$18,250**

**TOTAL SIERRA VILLAGE COST: \$745,500**

**SIERRA VILLAGE GENERATED STORM DRAIN IMPACT FEES:**

**ACQUISITION FEE:**

Sierra Village Senior Neighborhood (RMD)	11.5	Acres	\$3,929	\$45,181
Sierra Village Assisted Living (RHD)	3.2	Acres	\$4,490	\$14,368
CVC Fields (INST.)	8.2	Acres	\$3,368	\$27,614
<b>Total:</b>				<b>\$87,162</b>

**DEVELOPMENT FEE:**

Sierra Village Senior Neighborhood (RMD)	11.5	Acres	\$437	\$5,020
Sierra Village Assisted Living (RHD)	3.2	Acres	\$499	\$1,596
CVC Fields (INST.)	8.2	Acres	\$374	\$3,068
<b>Total:</b>				<b>\$9,685</b>

**TOTAL REQUESTED STORM DRAIN IMPACT FEE CREDITS: \$96,847**

**SIERRA VILLAGE PROJECT COST ESTIMATE SUMMARY**

**STREET CONSTRUCTION COSTS**

**ROEBEN ST. (ARTERIAL, 84' R/W)**

<i>Item</i>	<i>Qty.</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Item Total</i>	<i>Comment</i>
TRAFFIC CONTROL	750	LF	\$10.22	\$7,665	Shared (16.67%)
CONSTRUCTION AREA SIGNS	750	LF	\$1.02	\$765	Shared (16.67%)
AC REMOVAL	15,000	SF	\$1.48	\$22,200	Shared (16.67%)
EARTHWORK/GRADING/SUBGRADE PREP	2,000	CY	\$27.58	\$55,160	Shared (16.67%)
HC RAMPS	1,000	SF	\$6.95	\$6,950	Developer
SIGNING, STRIPING, & MARKING	750	LF	\$5.11	\$3,833	Shared (16.67%)
18" STORM DRAIN	350	LF	\$42.30	\$14,805	Shared (16.67%)
DRAINAGE INLETS	4	EA	\$3,500.00	\$14,000	Shared (16.67%)
SD MANHOLES	2	EA	\$2,300.00	\$4,600	Shared (16.67%)
CURB & GUTTER	750	LF	\$10.22	\$7,665	Developer
PARKING LANE PAVING (3"/6"-6' PARKING LANE)	4,134	SF	\$2.59	\$10,707	Developer
TRAVEL LANE PAVING (3"/6"-36' OF TRAVEL LANE)	24,804	SF	\$2.59	\$64,242	City
DITCH CULVERT AT CYPRESS & ROEBEN	1	LS	\$85,000.00	\$85,000	City
SIDEWALK (5')	3,750	SF	\$3.27	\$12,263	Developer
LANDSCAPE PARKWAY	7,500	SF	\$3.50	\$26,250	Developer
STREET LIGHTS	4	EA	\$2,500.00	\$10,000	Developer
WOOD BARRICADES	1	EA	\$1,500.00	\$1,500	Developer
<b>SUB-TOTAL:</b>				<b>\$347,604</b>	

**ENGINEERING/SURVEYING FEES:**

TOPOGRAPHIC SURVEY:	1	LS	\$1,500	\$1,500	Shared (16.67%)
LEGAL DESCRIPTION:	1	EA	\$1,000	\$1,000	City
DESIGN & STAKING FOR ROEBEN STREET:	1	LS (12%)	\$21,491	\$21,491	City (12% of travel lane cost)
DESIGN & STAKING FOR ROEBEN STREET:	1	LS (12%)	\$28,564	\$28,564	Developer
<b>SUB-TOTAL:</b>				<b>\$52,555</b>	

*All total construction costs include 20% contingency for estimating purposes.*

<b>TOTAL CITY ONLY CONSTRUCTION COST:</b>	<b>\$179,091</b>
<b>TOTAL DEVELOPER ONLY CONSTRUCTION COST:</b>	<b>\$90,401</b>
<b>TOTAL SHARED CONSTRUCTION COST:</b>	<b>\$147,633</b>
<i>CITY SHARED COST:</i>	<i>\$123,023</i>
<i>DEVELOPER SHARED COST:</i>	<i>\$24,610</i>
<b>SUBTOTAL OF CONSTRUCTION COST, INCLUDING 20% CONTINGENCY:</b>	<b>\$417,125</b>
<b>TOTAL ENGINEERING &amp; SURVEYING FEES:</b>	<b>\$52,555</b>
<i>CITY COST:</i>	<i>\$23,741</i>
<i>DEVELOPER COST:</i>	<i>\$28,814</i>
<b>TOTAL:</b>	<b>\$469,680</b>

<b>TOTAL CITY OF VISALIA COST:</b>	<b>\$325,854</b>
<b>ROEBEN R/W ACQ. COST:</b>	<b>\$84,000</b>
<b>TOTAL SIERRA VILLAGE COST:</b>	<b>\$143,826</b>



**SIERRA VILLAGE PROJECT COST ESTIMATE SUMMARY**

**SIERRA VILLAGE GENERATED TRAFFIC IMPACT FEES:**

Sierra Village Senior Neighborhood	74	Units	\$1,748	\$129,352
Sierra Village Assisted Living	108	Units	\$1,748	\$188,784
<b>Total Sierra Village Generated TIF's:</b>				<b>\$318,136</b>

**ROEBEN ST. Ext. (Local Cul-de-sac)**

<i>Item</i>	<i>Qty.</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Item Total</i>	<i>Comment</i>
TRAFFIC CONTROL	379	LF	\$10.22	\$3,873	Developer
CONSTRUCTION AREA SIGNS	379	LF	\$1.02	\$387	Developer
AC REMOVAL	20,660	SF	\$1.48	\$30,577	Developer
HC RAMPS	400	SF	\$6.95	\$2,780	Developer
SIGNING, STRIPING, & MARKING	379	LF	\$5.11	\$1,937	Developer
CURB & GUTTER	379	LF	\$10.22	\$3,873	Developer
AC PAVING (2"1/4"-30' AC)	4,134	SF	\$1.73	\$7,152	Developer
SIDEWALK (5')	1,895	SF	\$3.27	\$6,197	Developer
LANDSCAPE PARKWAY	2,274	SF	\$3.50	\$7,959	Developer
STREET LIGHTS	2	EA	\$2,500.00	\$5,000	Developer
<b>SUB-TOTAL:</b>				<b>\$69,734</b>	

**ENGINEERING/SURVEYING FEES:**

DESIGN & STAKING FOR ROEBEN ST. EXT.:	1	LS (12%)	\$10,042	\$10,042	
<b>SUB-TOTAL:</b>				<b>\$10,042</b>	

<b>SUBTOTAL OF CONSTRUCTION COST, INCLUDING 20% CONTINGENCY:</b>	<b>\$83,681</b>
<b>TOTAL ENGINEERING &amp; SURVEYING FEES:</b>	<b>\$10,042</b>
<b>TOTAL:</b>	<b>\$93,723</b>

**SIERRA VILLAGE PROJECT COST ESTIMATE SUMMARY**

**CYPRESS AVE. (52' R/W Local )**

<i>Item</i>	<i>Qty.</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Item Total</i>	<i>Comment</i>
TRAFFIC CONTROL	1,407	LF	\$10.22	\$14,380	Developer
CONSTRUCTION AREA SIGNS	1,407	LF	\$1.02	\$1,435	Developer
EARTHWORK/GRADING/SUBGRADE PREP	2,710	CY	\$27.58	\$74,742	Developer
DRIVEWAY APPROACHES	8	EA	\$1,250.00	\$10,000	Developer
SIGNING, STRIPING, & MARKING	1,407	LF	\$5.11	\$7,190	Developer
CURB & GUTTER	2,814	LF	\$10.22	\$28,759	Developer
AC PAVING (2 1/4"-30' AC)	42,210	SF	\$1.73	\$73,023	Developer
STORM DRAINAGE (DI & 18" LATERALS)	4	EA	\$4,500.00	\$18,000	Developer
SIDEWALK (5')	14,070	SF	\$3.27	\$46,009	Developer
LANDSCAPE PARKWAY	16,884	SF	\$3.50	\$59,094	Developer
STREET LIGHTS	14	EA	\$2,500.00	\$35,000	Developer
<b>SUB-TOTAL:</b>				<b>\$367,632</b>	

**ENGINEERING/SURVEYING FEES:**

DESIGN & STAKING FOR ROEBEN ST. EXT.:	1	LS (12%)	\$52,939	\$52,939	
<b>SUB-TOTAL:</b>				<b>\$52,939</b>	

**SUBTOTAL OF CONSTRUCTION COST, INCLUDING 20% CONTINGENCY: \$441,158**  
**TOTAL ENGINEERING & SURVEYING FEES: \$52,939**  
**TOTAL: \$494,097**

**CYPRESS AVE. PRO-RATA BREAKDOWN:**

	LF	% OF TOT.	TOTAL COST	SHARE OF COST	
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <i>It is understood that the first one in pays for the local street, this is for discussion purposes.</i> </div>	DR. BILLYS	835	32.4%	\$494,097	\$160,222
	CVC	395	15.3%	\$494,097	\$75,793
	SIERRA VILLAGE	886	34.4%	\$494,097	\$170,008
	CITY STORM DRAIN BASIN	263	10.2%	\$494,097	\$50,465
	CITY FIRE STATION	196	7.6%	\$494,097	\$37,609
<b>SUB-TOTAL:</b>				<b>\$494,097</b>	

**SIERRA VILLAGE PROJECT COST ESTIMATE SUMMARY**

**PERSIAN-WATSON DITCH RELOCATION**

<i>Item</i>	<i>Qty.</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Item Total</i>	<i>Comment</i>
BACKFILL EXISTING DITCH	1,407	LF	\$15.00	\$21,105	Developer
RE-GRADE NEW DITCH	1,577	LF	\$15.00	\$23,655	Developer
NEW DIVERSION STRUCTURE	1	LS	\$25,000.00	\$25,000	Developer
DITCH CULVERT AT CYPRESS & ROEBEN	1	LS	\$85,000.00	\$85,000	Covered by TIF in Roeben, not included in cost
DITCH CULVERT AT CYPRESS & ADVENTURE PARK	1	LS	\$55,000.00	\$55,000	Potential Cost Sharing w/ Village West (25% each corner)
CONCRETE APRON	1,500	SF	\$3.50	\$5,250	Developer
<b>SUB-TOTAL:</b>				<b>\$130,010</b>	

**ENGINEERING/SURVEYING FEES:**

DESIGN & STAKING FOR DITCH RELOCATION:	1	LS (15%)	\$23,402	\$23,402	
<b>SUB-TOTAL:</b>				<b>\$23,402</b>	

**SUBTOTAL OF CONSTRUCTION COST, INCLUDING 20% CONTINGENCY: \$156,012**  
**TOTAL ENGINEERING & SURVEYING FEES: \$23,402**  
**TOTAL: \$179,414**

**PERSIAN-WATSON DITCH RELOCATION PRO-RATA SHARE BREAKDOWN:**

	ACRES	% OF TOT.	TOTAL COST	SHARE OF COST	
DR. BILLYS	6.07	20.9%	\$179,414	\$37,566	
CVC	8.21	28.3%	\$179,414	\$50,810	
SIERRA VILLAGE	14.71	50.7%	\$179,414	\$91,037	
<b>SUB-TOTAL:</b>				<b>\$179,414</b>	

**SANITARY SEWER**

There is no anticipated oversizing at this time, a further analysis will be completed in the future.

**DOMESTIC WATER (CAL WATER)**

California Water Service provides their own design and analysis once the project has been approved.











*Visalia Fire Department*

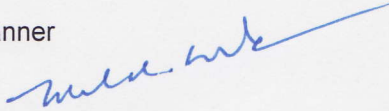
**MEMORANDUM**

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Date: July 6, 2009

To: Brandon Smith, Senior Planner

From: Mark Nelson, Fire Chief



Re: Sierra Village Proposed Expansion

The Fire Department has evaluated the proposed Sierra Village expansion plan, specifically the possibility of a one acre site for a future fire station in the Southwest area of the city. The proposed fire station site which lies on the North side of the Cypress extension, just East of Roeben, looks like it will be able to meet the fire department response needs. I would ask that a place holder be attached to the plan for a possible future fire station site.



# City of Visalia Agenda Item Transmittal

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 5

**Agenda Item Wording:** Consideration of a proposal by the Environmental Committee to implement a consumer assessment program that would reduce the number of one time use bags (plastic and paper) in the community.

**Deadline for Action:** N/A

**Submitting Department:**

**Contact Name and Phone Number:**  
Leslie Caviglia, 713-4317; Nathan Garza, 713-4532

### Department Recommendation

The Environmental Committee is recommending that the Council develop an ordinance that would impose a consumer assessment program that would reduce the number of one-time bags used in the community.

While staff supports the concept of encouraging the use of reusable bags, it could be a complex program that would be the first of its kind in the Valley. Staff believes that more research on how such a program could effectively be implemented is warranted prior to the Council mandating such a program.

Staff recommends that if the Council is open to considering mandating such a program, then Council ask the Environmental Committee to conduct additional research on the feasibility of such a program and bring back additional information for City Council consideration. This additional research should include, but not be limited to:

- \*Input from local retailers including major retailers and locally-owned businesses that would meet the 7,000 sq. ft. definition, and retail representatives such as the Chamber of Commerce and grocers association
- \*Further identification of the type of retailers that would be included in the program, and those that would not be included
- \*Financial analysis, in conjunction with city staff, for the financial implications of the program, including the cost of marketing/communications, collections, auditing and enforcement.
- \*In conjunction with staff, development of an implementation program assessment that includes management and financial analysis for implementing including staffing, marketing/communications, enforcement, auditing, and collections
- \*Any potential or pending State or Federal legislation, including the current law that prohibits an outright ban on one-time use bags, and other applicable municipal programs/ordinances

### For action by:

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

### For placement on which agenda:

- Work Session
- Closed Session

### Regular Session:

- Consent Calendar
- Regular Item
- Public Hearing

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

### Review:

**Dept. Head LBC 7209**

**Finance**

**City Atty**

**City Mgr**

## Department Discussion

The Environmental Committee estimates that more than 59 million plastic bags, or 512 bags per person, are disposed of in Visalia annually. This figure is based on Visalia's proportionate share of the 90 billion bags that are thrown away in California every year. The Committee learned that the Californians Against Waste estimates that bags cost every household \$250 in retail costs and taxes. Statistics indicate that less than 3% of these bags are recycled. These bags add to the land fill, increase disposal costs, and negatively impact the City's efforts to reduce waste, and meet/exceed the State mandate to recycle at least 50% of the waste stream. In addition, the Committee reports that most plastic bags photo-degrade which means that the bags break down into smaller toxic bits which can persist in the environment for thousands of years and enter the food web when animals mistake those materials for food. Attached is a more comprehensive list of environmental problems associated with plastic bags.

While paper bags decompose much more quickly, they use valuable timber resources, still often end up in the land fill, take energy to recycle, and the Committee believes are not as environmentally friendly as reusable bags.

The Committee is recommending that the City Council adopt a program that will require a fundamental paradigm change that would encourage people to use reusable bags through a monetary tiered assessment. The Committee is recommending that the City Council develop an ordinance that would include the following:

- a. Disposable bags are defined as comprised of paper and plastic material and as such, the ordinance should discourage the use of both.
- b. The ordinance should encompass retail establishments of 7,000 square feet or larger including department stores, chain drug stores, grocery stores, hardware stores, etc.
- c. The ordinance should encourage these retail stores to provide a cash rebate to customers who supply a reusable bag(s) at the time they make a purchase. In order to facilitate the voluntary rebate the ordinance could include the following choices:
  - i. If a retail establishment gives a \$ 0.10 rebate/reusable bag to its customers, the City will provide the business with a \$ 0.05 cost share on the rebate paid from the funds collected through the assessment fee structure on disposable bags.
  - ii. Encourage retail establishments to provide a minimum \$ 0.05 rebate to its customers who supply a reusable bag(s) at the time they make a purchase.
  - iii. The City cost share program for rebates should sunset over time (5 years).
- d. Disposable bags (paper and plastic) should be assessed a fee which consumers would pay at the time of purchase. The fee assessment should be tiered to assist consumers in the transition away from disposable bags and into the routine of bringing reusable bags with them each time they frequent a retail establishment. The assessment fee structure could be tiered as follows:
  - i. Year 0 to 2 = \$0.10 charged for every paper or plastic disposable carryout bag in conjunction with encouraging retail establishments to give back a minimum \$0.05 for every reusable bag customers bring in.
  - ii. Year 2 to 4 = \$ 0.20 charged for every paper or plastic carryout bag

- iii. Year 4 and thereafter = \$ 0.30 charged for every paper or plastic carryout bag

The Committee estimates that based on the 512 bags per person figures, an average of 4 people per household, and the current projected cost per household of \$250, at \$0.10 in the first year, consumers could actually save \$50 in the first year by using reusable bags.

- e. Funds collected from the assessment fee structure should be earmarked for the following purposes:
  - i. The rebate cost share program with retailers
  - ii. To purchase reusable bags to be distributed free to consumers during specific venues (earth day, at the weekly Dump on Us events, recycling centers, etc.)
  - iii. In conjunction, during Year 0 of the ordinance, the City should begin to advertise about reusable bag give aways and look for grant funding opportunities (through Calif. Integrated Waste Management Board, Carnegie Foundation and others) to fund massive free bag give aways.
  - iv. Remaining funds could be used for education and outreach, graffiti or litter removal programs.

#### **Current Law and Legislation:**

Current State law prohibits a City from banning carryout bags as long as retailers have a plastic bag recycling program. The law took effect 1 July 2007 and requires all grocery and retail stores greater than 10,000 square feet to set up an at-store recycling program for plastic carryout bags. Within the chaptered statute of AB 2449 it states in part:

Unless expressly authorized by this chapter, a city, county, or other public agency shall not adopt, implement or enforce an ordinance, resolution, regulation, or rule to do any of the following (PRC Chapter 845, § 42254(b)):

- (1) Require a store that is in compliance with this chapter to collect, transport, or recycle plastic carryout bags.
- (2) Impose a plastic carryout bag fee upon a store (emphasis added) that is in compliance with this chapter.
- (3) Require auditing or reporting requirements that are in addition to what is required by subdivision (d) of Section 42252 upon a store that is in compliance with this chapter.

Therefore, the City cannot pass an ordinance that would prohibit plastic bags. However, there have been several attempts over the past couple of years to pass a similar law statewide. There were several this year, including AB 87 and AB68, but both have stalled in the process.

Additional data related to plastic bags that the Committee gleaned from their research includes:

- Annual plastic bag production uses 12 million barrels of oil.
- Almost 10% of the oil consumed in the U.S. – approximately 2 million barrels of oil per day - is used to make plastic, including single-use plastic bags.
- An estimated 500 billion to 1 trillion plastic bags are used worldwide which is over one million bags per minute.
- According to Californians Against Waste, Californians use 19 billion plastic bags annually and throw away 600 bags per second – creating 147,000 tons of non-biodegradable waste.
- Each person in California throws away **521 bags per year** – this equates to **59,144,212 bags thrown away by the citizens of Visalia annually!**
- Only 1-3% of plastic bags are recycled in any way.

- The U.S. Environmental Protection Agency (EPA) reports that **over 52,000 tons of disposable bags were used in California in 2000 and less than 50 tons were recovered for recycling.**
- Consider that a single plastic bag weighs **0.00547 pounds (or 0.0858 ounces or 2.49 grams) and every person in Visalia disposes of 2.85 pounds of plastic bags every year.**
- The EPA estimates that disposal costs for single-use retail bags in California exceeds \$51 million annually.
- Californians Against Waste estimates that **plastic bags cost \$250/household in retail costs and taxes.**
- Data collected from the State of California's annual coastal cleanup and the 1999 Pilot Litter study by the Department of Conservation indicates that plastic bags represent some of the most commonly littered items.
- Most plastic bags photo-degrade which means that the bags break down into smaller toxic bits which can persist in the environment for thousands of years and enter the food web when animals mistake those materials for food.
- Plastic fragments act as "sponges" for dangerous compounds such as dichlorodiphenyldichloroethylene (DDE), polychlorinated biphenyl (PCB), and other toxic materials in surface waters. Plastics have been found to concentrate these toxic chemicals at levels of up to one million times the levels found in sea water.
- These highly contaminated fragments have been shown to cause hormone disruption in the fish that ingest them, and in the humans that ingest the fish.
- Hormone disruption has been linked to certain types of cancers, the feminization of aquatic vertebrates including fish, and is one of the suspected causes of ocean fishery decline worldwide.
- **The nation of Ireland imposed a \$0.17 surcharge on carry-out plastic bags in 2002 which resulted in a 90% decrease in consumption of plastic bags.**

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

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

I move to authorize the Environmental Committee to conduct further study regarding the implementation of a one-time use bag assessment.

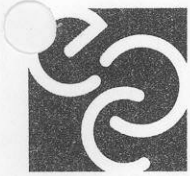
***Environmental Assessment Status***

**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)*

*Helping People. Changing Lives.*



**Moses Stites**  
Chairperson

**Roger Palomino**  
Executive Director

May 21, 2009

City of Visalia  
Purchasing Division  
707 W. Acequia  
Visalia, Ca. 93921  
RE. RFP#08-09-46-Annual Contract for Senior Meals  
Purchasing Division

The Fresno County Economic Opportunities Commission (FCEOC) is pleased to respond to your Request for Proposal #08-09-46- Annual Contract for Senior Meals.

FCEOC is a private non-profit corporation that provides services to the elderly, disadvantaged and those in poverty. We have been providing nutritional service to the elderly community for over forty years. I am pleased to say that we have served millions of meals over the years in an effort to promote health and avoid premature institutionalization. We would be pleased to extend our nutritional services to the Visalia Seniors.

Should you have any questions regarding our proposal, please contact the Food Services Director Gary Joseph at 559-~~366~~-3663.

2

We look forward to your favorable response.

Sincerely,

Roger Palomino  
Executive Director

## IV PROPOSAL CONTENT AND FORMAT REQUIREMENTS

### A. General Information

- *Company Name, address, telephone number and fax number*

Fresno County Economic Opportunities Commission (FCEOC)  
1920 Mariposa Mall  
Fresno, Ca. 93721  
(559) 263-1000 (phone)  
(559) 263-1286 (fax)

#### Food Preparation Center

FCEOC Food Services  
3100 W. Nielsen  
Fresno, Ca. 93706  
(559) 266-3663 (phone)  
(559) 266-3669 (fax)

- *Accountant Representative or other person to contact for clarification of any items contained in the proposal. Include telephone and fax if different than above.*

#### Contact

Gary Joseph, Food Services/Transit Systems Director

(559) 266-3663 (phone)  
(559) 266-3669 (fax)

- *Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are: (a) Small Business (b) Disadvantage Business (c) Minority and/or women-owned business.*

The FCEOC is a private Non-Profit 501C (3), corporation established in 1965.

FCEOC is widely recognized and is one of the largest nonprofit community action agencies in the United States. Founded in 1965, following the passage of the Economic Opportunity Act of 1964, EOC has spent the past four decades investing in people to help them become self-sufficient. The broad scope of EOC's services provides links in the human service system in Fresno County, and throughout the Central San Joaquin Valley. Because over one-third of the county's population is disadvantaged, EOC is vital to the Community's well being. By providing employment and training, health care, child care, life skills training, senior and youth related services, EOC serves over 150,000 Fresno County residents each year. The philosophy behind all of EOC's programs reflects a commitment to providing quality essential services



to those in need. For 40 years, EOC has built a strong foundation of services that offer support to people in all phases of life. Programs designed to meet the needs of youth are a major focus part of EOC's services.

(See Appendix A for Agency Brochure)

- *Provide your Federal Tax ID Number and City of Visalia Business Tax Certification Number*

Federal Tax ID#        94-1606519  
State Tax ID#         176-B449-9  
Business Tax Cert#.    SX DH 22-765726-001-DH

- *Name of Company owners/officers*

The FCEOC is a private Non-Profit 501C3 Corporation.

Officers:

Moses Stites	Chairman of the Board
Roger Palomino	Executive Director
George Egawa	Assistant Executive Director
Naomi Quiring-Mizumoto	Assistant Executive Director
Alma Kowalski	Assistant Executive Director

- *Managers of the Proposal's Company must be identified in the proposal with their background and the firm must give assurance of continuity of its Management personnel. A contact person needs to be identified.*

Gary Joseph, Food Services/Transit Systems Director (Primary Contact) (20 yrs)  
Randal Moens, Registered Dietician/Operations Coordinator (Secondary Contact) (23 yrs.)  
Jon Escobar, Food Services Chef (3 yrs.)  
Bobbie Howard, Food Services Supervisor (30 yrs.)

(See Appendix B for resumes and length of service.)

## **B. Proposed Program Approach**

*Summarize your approach and understanding of the program and any special considerations the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the City's meal program.*

FCEOC Food Services approach to the understanding of the Visalia Senior Nutrition is to provide well balanced meals that meet the requirements of the Older Americans Act Title III. FCEOC has over 30 years experience providing



meals to seniors in Fresno County. Considerations that the City of Visalia should know is that because of the distance between sites that we will meet the standards.

FCEOC expects a cooperate environment from the City of Visalia to respond to the time counts are due. We would also appreciate the food service equipment be rinsed to avoid any infestation.

FCEOC has been servicing Tulare and Kings County since April 27, 2009 and things are going well.

*In addition, this section shall address of the following:*

*1. Briefly describe experience with Senior Nutrition Program and/or other catering contracts.*

The FCEOC has been involved in Senior Nutrition Programs since the early 1970's. Prior to 1985, satellite kitchens were producing senior meals and were then distributed to senior sites throughout Fresno County.

In 1985 the nutrition programs were consolidated under one roof at the 10,000 square foot state-of-the-art Food Preparation Center located at 3100 W. Nielsen, Fresno, CA.

In addition to providing senior meals, the FCEOC contracts with the Head Start Programs, Adult Day Health Care Centers, Child Day Care Centers, Charter Schools, City of Fresno, Department of Veteran's Affairs, City of Parlier, City of San Joaquin, Youth Shelters, Summer Food Service Program and a significant catering operation has been built over the year. Over 5,000 meals are currently produced each weekday.

*2. Briefly describe current business and length of time in business.*

FCEOC has been providing meals to seniors, the youth and children for over thirty five (35) years. The current contracts are listed below:

- Head Start
- Fresno Madera Area Agency On Aging
- City of Fresno
- Summer Food Program
- Valley Arts and Science Academy
- Kipp Academy
- Department of Veteran Affairs
- Community Action Partnership of Madera Co.
- Chapter One-Day Care
- Clovis Adult Day Care

- Safe Harbor Adult Day Care
- Community Food Bank – Kid’s Cafe
- New Millennium
- Sanctuary
- Soul School
- Kings/Tulare Area Agency on Aging

3. *Briefly describe Quality Assurance Program.*

The FCEOC has a three (3) step Quality Assurance Program.

Step 1 – Hazard Analysis Critical Control Point (HACCP). HACCP is a system endorsed by the United States Food & Drug Administration to aid Food Service facilities to identify Critical Control points in the receipt, storage, preparation and destination of potentially hazardous food. FCEOC follows the seven (7) point guidelines as follows:

- **Analyze hazards.** Potential hazards associated with a food and measures to control those hazards are identified. The hazard could be biological, such as a microbe; chemical, such as a toxin; or physical, such as ground glass or metal fragments.
- **Identify critical control points.** These are points in a food’s production--from its raw state through processing and shipping to consumption by the consumer--at which the potential hazard can be controlled or eliminated. Examples are cooking, cooling, packaging, and metal detection.
- **Establish preventative measures with critical limits for each control point.** For cooked food, for example, this might include setting the minimum cooking temperature and time required to ensure the elimination of any harmful microbes.
- **Establish procedures to monitor the critical control points.** Such procedures might include determining how and by whom cooking time and temperature should be monitored.
- **Establish corrective actions to be taken when monitoring shows that a critical limit has not been met--**or example, reprocessing or disposing of food if the minimum cooking temperature is not met.
- **Establish procedures to verify that the system is working properly—**for example, testing time-and –temperature recording devices to verify that a cooking unit is working properly.
- **Establish effective recordkeeping to document the HACCP system.** This would include records of hazards and their control methods, the



monitoring of safety requirements and action taken to correct potential problems. Each of these principles must be backed by sound scientific knowledge: for example, published microbiological studies on time and temperature factors for controlling food borne pathogens.

#### Step 2 – Comment Feedback

Delivery check sheets contain food quality related questions that help gather information on each meal served. Statistics are compiled monthly and analyzed for quality and menu acceptance. Adjustments are made as necessary.

Step 3 – Daily observation and encounters with vendors, employees, management personnel, contractors and senior nutrition sites, personnel keep management informed on a day by day basis. Action may be taken immediately as required.

#### *4. Attach a copy of QA Customer Questionnaire currently in use.*

The Quality Assurance Customer Questionnaire is included in the Daily Meal Delivery Sheet. Site Coordinators are required to complete the Questionnaire daily. Statistics are devised monthly and adjustments are made as necessary.

( See appendix C for Questionnaire sample)

#### *5. Location of kitchen and transport equipment.*

The FCEOC Food Preparation Center is located at 3100 W. Nielsen Ave., Fresno, Ca., four (4) miles northwest of downtown Fresno. Easy access (one mile) to freeway 180 (east-west freeway) and State route Hwy. 99 (north/south freeway). Under normal driving conditions the drive to the Visalia Senior Center is approximately 45 minutes.

The Food Preparation Center is located on a four (4) acre parcel that is shared with FCEOC's Transit Systems Program. There are over 150 passengers and meal delivery vehicles dispatched at this site. FCEOC maintains its own vehicles at an eight (8) bay maintenance facility located on the property. The routine preventive maintenance and repairs are overseen with a Maintenance Supervisor and three (3) full time certified mechanics.

The hot and cold meals are predominately transported in insulated containers. These containers are stored at the Food Preparation facility along with pans, lids and other necessary equipment.

6. *List of equipment you plan to use to transport food, method used to keep hot food hot and cold food cold.*

FCEOC predominately uses insulated containers to transport hot and cold food. These containers have proven to be safe, protective and maintain proper temperatures.

Hot Food:

Hot Food is placed in a 2" or 4" or 6" full size or half size standard hotel stainless steel pans covered with cellophane, foil and metal lid. Temperature are brought up to 180 degrees prior to being placed in insulated containers.

Cold Food:

Cold food may be placed in 2" or 4" or 6" full or half size standard hotel stainless steel pans, double strength plastic bags or such items as milk or juices may be placed directly in the insulated containers. Temperatures are maintained appropriate levels with wet ice or occasionally blue ice. Cold foods are stored in walk-in refrigerators or reach-in refrigerators, in close proximity to packer.

7. *Capability to provide service- kitchen size, staffing.*

The Food Preparation Center is a state-of – the- art Central Kitchen that is strategically located in Fresno County. The 10,000 square foot facility has the capacity to add the Visalia Nutrition Program to it's production. Already in place is a Director, Registered Dietician/Operations Coordinator, a Chef, supervising personnel, buyer, clerks, cooks and food production workers. The Visalia Senior Nutrition Program fits perfectly into the mission of the FCEOC Food Service Program and would be an important addition. FCEOC Food Services employ 40 food preparation personnel and 18 drivers.

8. *Attach a sample one month menu in a format similar to the on attached.*

FCEOC Food Services constructs five (5) meal menu cycles that are changed twice a year to take advantage of seasonal fruit and vegetables. We offer a popular salad choice each summer.

(See Appendix D for sample menu)

*Exception to the requirements of the RFP should be clearly delineated in*



*this section.*

### **Exceptions.**

The following exceptions are listed below:

#### III Scope of Service

##### A. Meal Pattern Specifications

1. Meat or Meal Alternative. The latest version of Title III shows 2 oz. of meat or meat alternative. FCEOC follows this guideline for all Senior meals.

##### B. Supplies and Specification procedures.

FCEOC does not include supplies in meal price. FCEOC provides sites supplies at cost, plus 20% delivered to site.

#### IV Proposal content and format requirements.

##### C. Proposed fee structure.

FCEOC would not deliver hot home meals due to timing and temperature concerns.

Home meal delivery options:

- FCEOC delivers 5 frozen meal and cold components directly to home each week.
- FCEOC delivers 5 frozen meals and cold components to Visalia Senior Site. City personnel deliver meals to home.

### **C. Staff Qualification and Related Experience**

#### 1. *Staff Qualifications and Experience.*

*This section should demonstrate the qualifications of all management personnel and nutritionist to be assigned to this program by providing resumes/experience summaries describing their education, credentials, certifications, related experience and their proposed roles for this contract. Note: Contractor may not substitute any member of the project team without prior written approval of the City.*

The FCEOC Food Services Management Staff has over sixty-five (75) years of experience. Food Services has the following management employees:

Gary Joseph, Food Services/Transit Systems Director  
Randal Moens, Registered Dietician/Operations Coordinator  
Jon Escobar, Chef  
Bobbie Howard, Food Service Supervisor

(See Appendix B for Resume & Job Description)

**2. Related Experience**

*Include descriptive information concerning the experience of your company. Include information about current and previous contracts that might be comparable, including the size, type of contract, and the scope of services provided. In addition, provide reference for the three (3) most comparable contracts for which your firm has provided, or currently is providing, similar services.*

*Provide the following information for each contract.*

- *Name of organization providing service to*
- *Location*
- *Name of owner*
- *Name of owner's contact person and telephone number (contact person, who, at the time of RFP submittal, will be employed by the owner)*
- *Brief description of service your are providing*

*Note: The City of Visalia or a representative may visit and sample these meals*

FCEOC Food Services provides meals for a number of agencies and senior sites in the Fresno, Kings and Tulare Counties similar to the Visalia sites. Listed below are the contracted entities and references for your review:

<u>Contract</u>	<u>Contact</u>	<u>Address</u>	<u>Phone</u>	<u>Service</u>
Head Start	Naomi Mizumoto	1920 Mariposa Mall Fresno, Ca. 93721	263-1200	child meal
Fresno Madera Area Agency On Aging	Jo Johnson	3845 N. Clark# 103 Fresno, Ca. 93726	453-4405	senior meal
City of Fresno	Bruni Macias	1515 E. Divisadero Fresno, Ca. 93728	696-7892	senior meal
Summer Food	Nicole Gomez	1430 N. Street Sacramento, Ca. 95814	916-327-5865	youth meals
Valley Arts And Science	Beth Hanh	770 N. San Pablo Fresno, Ca. 93728	297-8272	child meal
Kipp Academy	Craig Armstrong	2445 W. Dakota Fresno, Ca. 93705	233-5477	child meal
Veteran's	David Phillips 2615 E. Clinton Fresno, Ca. 93703 225-6100 Ex. 5206	(Billing) 1049 Elkton Spring Valley, Ca.	351-0618	senior meal
Community Action Partnership of Madera Co.	Jennifer Tarvin	4221 W. Sierra Madre Fresno, Ca. 93722	277-8641	child meal
Chapter One Day Care	Cindra Severns	1362 L. Street Reedley, Ca. 93654	638-8596	child meal
Clovis Adult Day Care	Barbara Noyes	50 W. Bullard Clovis, Ca. 93612	298-3996	senior meal
Safe Harbor Adult Day Care	Joanie Ballantyne	853 Van Ness Ave. Fresno, Ca. 93721	442-4567	senior meal
Community Food Bank Kids Cafe	Sarah Reyes	3403 E. Central Ave. Fresno, Ca. 93705	237-3663	child meal
New Millenium	Maureen Morre	530 N. Fresno St. Fresno, Ca. 93706	497-9331	youth meal
Sanctuary	Stacey Hines	2336 Calaveras Fresno, Ca. 93721	498-8543	youth meal
Soul School	Dr. Mark Wilson	2336 Calaveras Fresno, Ca. 93721	498-8543	youth meal
Kings/Tulare Area Agency On Aging	Dyna Wild	5957 S. Mooney Blvd. Visalia, Ca. 93277	767-4660 Ext. 2362	senior meal

Three sites comparable to Visalia Senior sites in Fresno County would be as follows:

Clovis Senior Site	850 4 <sup>th</sup> Street, Clovis	Ph: 324-2750
Ted C. Wills Center	770 N. San Pablo, Fresno	Ph: 621-6734
Mosqueda Center	4670 E. Butler, Fresno	Ph: 621-661

### Listing of Kings Tulare Site:

Site	Contact	Address	Phone	Service
Avenal Senior	Anette Linarte	108 W. Kings Ave. Avenal, Ca. 93204	386-5861	Senior meal
Corcoran Senior	Lilly Orozco	800 Dairy Dr. Corcoran, Ca. 93212	922-4412	Senior meal
Hanford Senior	Steve Trowridge	602 9 ¼ Ave. Hanford, Ca. 93230	583-9258	Senior meal
Kings Co. Commission On Aging	Sharon DeMasters	1197 South Dr. Hanford, Ca. 93230	582-3211	Senior meal
Cutler/Orosi Senior	Isabel Madrid	12691 Ave. 408 Cutler, Ca. 93615	528-6108	Senior meal
Earlimart Senior	Aimee Murphy	712 E. Washington Earlimart, Ca. 93219	849-2232	Senior meal
Exeter Senior	Veronica Franco	301 E. E Street Exeter, Ca. 93219	592-5960	Senior meal
Goshen Senior	Isabel Madrid	30498 Diagonal 69 Goshen, Ca. 93291	651-1030	Senior meal

### D. Proposed Fee Structure

Provide proposed fees and cost information in the following format:

- Congregate meals \$2.99 per meal plus delivery. (does not include supplies)  
(Delivery rate \$34.17/hr. – estimate 1 hour per day)
- Home Meals (frozen) \$3.45 per meal, plus delivery  
Delivery by FCEOC to homes (Delivery rate \$34.17/hr. – estimate 2 hours per day)
- Home Meals (frozen) \$3.45 per meal plus delivery to Visalia Senior site.  
(Delivery rate \$34.17 hr. – estimate 1 hour per day)

FCEOC will work with the City of Visalia to keep delivery hours to an effective minimum.

### E. Conflict of Interest

1. *Disclosure any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.*

None



2. *List current clients who may have a financial interest in the outcome of the project.*

None

## **V CONSULTANT SELECTION PROCEDURE**

Not applicable

## *VI Examination of contract requirements and acceptance of proposal content.*

FCEOC is satisfied of the proposal requirements and other contract documents.

### ***A. Withdrawal of Proposal***

FCEOC understands the "Withdrawal of Proposal"

### ***B. Rejection of proposal***

FCEOC understand the "Rejection of Proposal" statement.

### ***C. Evaluation/Award of Contract***

FCEOC understands the "Evaluation of Contract" statement.

**NON-COLLUSION AFFIDAVIT**

To Accompany Proposal

TO: THE CITY OF VISALIA

The undersigned, in submitting a proposal for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to be Done:

RFP No. 08-09-46 Annual Contract for Senior Meal Program

Proposer's Name: Roger Palomino  
Signature of Proposer: *Roger Palomino*  
Title: Executive Director  
Business Address: 1920 Mariposa Mall  
Place of Residence: Fresno, Ca. 93721

State of California

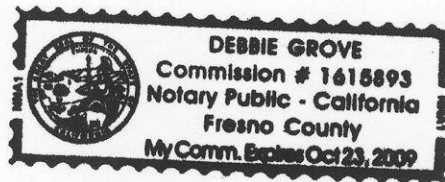
County of Fresno

On this 20<sup>th</sup> day of May before me, Debbie Grove, a Notary Public, personally appeared Roger Palomino, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature *Debbie Grove* (Seal)



# EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

## Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the contractor agrees as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The vendor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor. Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the vendor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the vendor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
6. The vendor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## Certification on Non-Segregated Facilities

The contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.

Fresno Co EOC  
Name of Firm

  
Authorized Signature

6-2-09  
Date

## **GARY JOSEPH BACKGROUND PROFILE**

### **Career History**

Program Director- Fresno County Economic Opportunities Commission Food Services (1988 to current)- Direct day to day operation producing and delivering of 5,000 meals per day to Seniors and Head Start and other contracts. Responsible for 2.5 million annual budget.

Operations Manager – Sam's Homemade Cheesecake, San Diego (1986-1987)  
Responsible for the day to day operation of a \$10,000,000 dessert company providing frozen desserts nationwide.

United Airlines Food Service, Chicago, Ill. – (1972 to 1986)

Manager of Food Services (1981-1986)- manage in-flight catering operations generating \$4 million in annual revenue with overall responsibilities for profit planning, cost controls, productivity, quality, safety, and personnel functions. Directly supervise Business Manager, Executive Chef and Food Service Supervisors; oversee a 60 member staff producing 3, 000 meals per day.

Assistant to President, Food Service Division (1981) – Responsibilities included administration of division personnel (3,000 employees), Secretary to Division Management Committee; represented Food Service Division as a member of Corporate Personnel Committee; monitored and directed President's correspondence, travel schedule and calendar. Represented President as necessary.

Operations Manager (1978-19810) Managed operations generating revenues of \$20 million annually on a volume of 12,000 meals per day. Directed activities of 12 Supervisors with overall responsibilities for Production, Planning, Operations Management, Cost and Quality Control, Personnel and Administrative functions. Represented United Airlines on charter flight for Presidential candidate Ronald Reagan.

Business Manager (1975-1978) – Financial Advisor and Controller to the Manager with direct responsibility for Budgeting, Financial Controls, Profit and Loss Statements, and other Financial Reports.

Food Service Representative (1975-1978)- Negotiated and monitored contracts for catering operation located through the western United States. Developed West Coast service for marketing.



Prior Positions (1972-1974) – Prior positions included Food Service Supervisor, Shift Operations, and Food Service Clerk issuing, receiving and warehouse activities.

### Education

- San Jose State University, B.S. Degree in Business Administration, Major – Management Concentration, Minor- Psychology.
- Professional training courses and seminars: First Line Supervisor Training, Counseling Skills Workshop, and Advance Management Practices and Grid.

### Honors and Activities

- United Airlines – Aware of Merit for West Coaster Marketing theme.
- San Jose State University – President, Delta Sigma Phi Fraternity.
- Fresno Madera Area Agency on Aging Certificate of Recognition and Appreciation

**Mr. Randal Moens, R.D.**  
**5225 N. Feland Ave.**  
**Fresno, Ca. 93711**  
**rmmoens@hotmail.com**

## **RESUME**

### **EDUCATION**

Department of Developmental Services  
Porterville State Hospital  
Dietetic Internship Program 1984

California State University, Fresno  
B.S. Degree Dietetics and Food Administration 1983  
Minor: Chemistry

Fresno City College  
A.A. Liberal Arts Degree 1981

### **EXPERIENCE:**

Registered Dietitian/Operations Coordinator (formerly called Nutritionist until October 2007)

Fresno County Economic Opportunities Commission (FCEOC) Food Services –  
(December 1985 to Present)

- Received National Recognition from United States Department of Agriculture (USDA) for increase nutrient quality of food offered during 2007 Summer Food Service Program.
- Created budget and tracked operational and administrative expenses for Summer Food Service Program to ensure integrity of the program.
- Responsible for overseeing and maintaining Food Service facility and equipment to prevent costly repairs and replacement.
- Supervisor of purchasing personnel to control prices of ingredients ordered and received at the lowest possible cost.

- Implemented bid process for food needs to arrive at the lowest possible cost.
- Updated and implemented 6 month bid process for food and non-food items and awarded bid to distributors with the lowest prices.
- Maintain and update Nutrikids Nutrition Software for 13 different monthly menus, adhering to California Department of Education, USDA and California Department of Aging nutritional, operational and administrative requirements.
- Active role in hiring and disciplinary action of employees.
- Conduct Food Service Employee Monthly Meetings and Training to stimulate team leadership and motivation to get the job done effectively.
- Create, implement and maintain Food Service Agreements with outside organizations and departments within FCEOC to increase sales and improvements to their food service programs.
- Supervisor of 5 Nutrition Coordinators and On-Call Coordinators at three Fresno County Rural Senior Nutrition Sites to maintain compliance with program requirements, regulations and marketing of Senior Nutrition Sites.
- Take leadership role in front of the house operations for special large catering events.
- Maintain current food costs, pricing and budgeting of successful catering program.
- Created, implemented and maintain sound department policies.
- Developed Standardized Recipes to meet specific nutritional requirements, HACCP requirements and production needs.
- Participates in implementation of function of Food Services HACCP Program.
- Attend California Dietetic Annual Meeting on a yearly basis along with other food service and management related trainings and seminars.
- I have had incrementally increased responsibilities and compensation while being employed with Fresno County EOC since December 1985.
- Begin employment with new centralized kitchen that served 2000 meals per day. Currently in 2008 we serve 5000 meals per day. I played an integral part in growing and improving the business.

Perinatal Nutritionist, United Health Centers of San Joaquin

Responsible for nutrition component of Perinatal Program. Conducted nutrition assessments and counseling of pregnant women and provided recommendations of care.

**AFFILIATION:**

California Dietetic Association  
Central Valley WIC Dietetic Program

**JON ESCOBAR**  
**BACKGROUND PROFILE**

Career History

**Chef- Economic Opportunities Commission Food Services.** Over see day to day production of 4800 meals, food quality, kitchen staff, catering department, off site employee dining outlets, safety and sanitation training as well as product and recipe development for a low fat heart healthy food line. August 2006 to present.

**Sous Chef- 5 Restaurant.** Daily supervision and training of kitchen staff recipe development. Menu Development for special VIP customers  
2005-2006

**Chef-Pacific Seafood Restaurant.** Daily supervision and training of kitchen and service staff. Menu and recipe development, ordering and inventory control.

**Sous Chef- Lime Lite Restaurant.** Production of food for dining room, recipe development for nightly specials.

**Inn at Semi-Ah-Moo Hotel and Resort (4 star 4 diamond Resort) 1997-2000**

Fine dining lead- Oversaw staff and meal production of 4 star fine dining restaurant, recipe and menu development and food quality control.

Kitchen Manager Packers Lounge and Pier side Restaurant- Over saw daily duties of kitchen and service staff of two restaurants.

Education

California Culinary Academy San Francisco, A.O.S. degree in Culinary Arts  
1997

Honors Activities

Guest chef Instructor- Clovis Adult Ed. 2001-Current

Outside Consultant – Inns By the Sea 2009 -



**BOBBIE HOWARD**  
**BACKGROUND PROFILE**

Career History

Food Service Supervisor – Fresno County Economic Opportunities Commission Food Services. Responsible for the oversight of food quality, portion control, maintaining delivery routes, scheduling and supervising food service employees and food delivery drivers -- 2000.

Lead Entrée Cook – Fresno County Economic Opportunities Commission Food Services. Cook entrée, portion control, oversaw and pre-prep next day entrée – 1977.

Education

- Fresno City College - Food and Beverage Purchasing – 1999.
- Fresno City College - Food Service Supervision – 2001.
- Fresno City College – Nutrition and Health – 2001.
- Fresno City College – Basic Business Law – 2003.
- Fresno City College – Marketing – 2005.
- Fresno City College – ServSafe Certification – October 11, 2005
- On-going Management Training.

# FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION

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Food Services ■ 3100 West Nielsen ■ Fresno, CA 93706 ■ (559)266-3663

## JOB DESCRIPTION

**Job Title:** Food Service & Transit Systems Director  
**Program:** Food Service & Transit Systems  
**Reports to:** Assistant Executive Director  
**FSLA Status:** Exempt

### Supervisory Responsibilities

Supervises Food Services and Transit Systems personnel.

### Summary

Responsible for all aspects of Food Service and Transit Systems operations.

### Duties and Responsibilities

- Plans strategically the Food Services and Transit Systems operations to meet goal objectives and contractual commitments.
- Maintains a functional managers structure.
- Plans and assigns staff work.
- Develops annual budgets and monitors monthly progress.
- Procures supplies and equipment as needed.
- Attends meetings as necessary.
- Other duties as assigned.

### Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodation will be made to enable individuals with disabilities to perform essential functions.

- Four-year college/university degree in related field.
- Volume food preparation and mass transportation experience.
- Knowledge of principals and practices of institutional food service management.
- Knowledge of principals and methods of menu planning, sanitation standards, preparation and proper storage of food.
- Knowledge of basic kitchen machines and utensils.
- Experience in budget development and monitoring of financial reports.
- Supervising experience in transit related field or certification in Paratransit Management.

**Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. Must be able to work in extreme temperature conditions.

**Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. The noise level in the work environment is usually moderate to high.

**DRUG- AND ALCOHOL-FREE WORKPLACE POLICY**

**Applicants may be required to undergo drug and alcohol testing prior to employment and will be subject to further urine and breath alcohol testing throughout their period of employment.**

# FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION

## JOB DESCRIPTION

**Job Title:** Registered Dietitian  
**Program:** Food Services  
**Reports to:** Food Services and Transit Systems Director  
**FSLA Status:** Exempt

### Supervisor Responsibilities

Supervise meal delivery driver, SFSP, and Food Production Worker I, II, III

### Summary

Under direction, develop and administer technical nutrition services for Head Start, Fresno-Madera Area Agency on Aging, Summer Food Service Program and various other food service contracts with all applicable laws and regulations governing each contract requirement. Coordinate Summer Food Service Program. Supervise Meal Delivery Drivers. Obtain MIS statistics. Complete CSBG Quarterly Reports. Menu and recipe development. Purchasing of all food and non-food items for Food Service Department.

### Duties and Responsibilities

- Develop and administer menus and recipes that conform with applicable dietary regulation, of various community nutrition programs.
- Purchase all food and non-food items that conform to all dietary regulations.
- Conduct in-service training for Food Service employees.
- Supervise Food Delivery Drivers in their daily performance of duties related to both safety and service issues.
- Provide written instruction for drivers in need of corrective action in the performance of required duties.
- Assist Director in developing budgets for the cost related to food services.
- Perform monthly physical inventory of food service items.
- Coordinate, purchase and distribute supply requests for Senior Nutrition Sites.
- Coordinate all aspects of Summer Food Service Program requirements and regulations.
- Obtain MIS statistics.
- Complete CSBG Quarterly Reports.
- Attend workshops and conferences to promote professional growth and competence.
- Perform other related duties as assigned.



### **Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodation will be made to enable individuals with disabilities to perform essential functions.

- Graduation from accredited college or university with a Bachelor's of Science Degree specializing in nutrition.
- Registration with the Commission on Dietetic Registration.
- Three years of professional experience in nutrition and dietetics, Food Service management, geriatric nutrition or community nutrition.
- One year of experience in Food Service management is highly recommended.
- Completion of one year of dietetic internship may be substituted for one year of experience.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential function. Must be able to work in extreme temperature conditions. Must be able to lift 50 lbs properly and be able to perform physical movements inherent to food service equipment.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must be able to work in extreme temperature conditions such as walk-in freezer, refrigerator, around ovens and other hot production equipment.

### **Drug and Alcohol-Free Workplace Policy**

Applicants may be required to undergo drug and alcohol testing prior to employment and will be subject to further urine and breath alcohol testing throughout their period of employment.

## Fresno County Economic Opportunities Commission Job Description

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**Job Title:** Chef  
**Programs:** Food Services  
**Reports To:** Food Service and Transit Systems Director  
**FLSA Status:** Exempt  
**Range:** 2  
**Job Code:**

### **SUPERVISORY RESPONSIBILITIES**

May supervise Food Production Workers I, II and III including meal delivery drivers.

### **SUMMARY**

Performs various duties involving menu development, food quality, nutritional requirements, purchasing, supervising, and budgeting/cost control, planning marketing/sales, administrative duties and other duties as assigned.

### **DUTIES AND RESPONSIBILITIES**

- Assist in menu development to meet nutritional and production requirements.
- Procurement of foods and dry goods/supplies as assigned.
- Supervise Food Production Worker I, II, & III, including meal delivery drivers as assigned.
- Coordinates catering operations including order taking, menu preparation, manpower scheduling, food quality, delivery, and equipment coordination.
- Supervises Café EOC operation, develops menu, cost analysis, sales prices, promotion and marketing.
- Obtain additional revenues from outside business/catering sales to assure that food service operation is financially self-sustaining
- Represent FCEOC/Food Service, as necessary, at various events.
- Conducts inservice training sessions to promote food service safety and sanitation as assigned.
- Maintains cost sheets on all menus.
- Develop and maintains Hazard Analysis Critical Control Point (HACCP) records.
- Coordinates closely with management team to assure all public health codes, contractor requirements, and local sanitation, storage requirements are met.
- Maintain food service equipment preventive maintenance program.
- Other duties as assigned.

## **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodation will be made to enable individuals with disabilities to perform essential functions.

- High School diploma or equivalent.
- Sous Chef/Chef certification from the American Culinary Federation is preferred.
- ServSafe Certificate of Completion acquired or will be acquired within first year of employment and kept to date.
- Considerable knowledge of food service safety and sanitation requirements.
- Proficient in the use of all food service equipment.
- Demonstrated knowledge of classical and Nouvelle cooking techniques, including baking, broiling, frying, grilling and steaming.
- Knowledge of standard purchasing procedures.
- Familiar with Hazard Analysis Critical Control Point (HACCP).
- Experience in use of computer and calculator.
- Supervisory experience and administrative skills.
- Possess valid California drivers license and meet FCEOC driver insurance criteria.

## **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential function. Must be able to work in extreme temperature conditions. Must be able to lift 50 lbs. Properly and be able to perform physical movements inherent to food service equipment.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must be able to work in extreme temperature conditions such as walk-in freezer, refrigerator, around ovens and other hot production equipment.

## Fresno County Economic Opportunities Commission Job Description

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**Job Title:** Food Service Supervisor  
**Programs:** Food Services  
**Reports To:** Food Service & Transit Systems Director  
**FLSA Status:** Non-Exempt  
**Range:**  
**Job Code:**

### **SUPERVISORY RESPONSIBILITIES**

Under direction, meet the operational objectives as set forth for the Fresno County Economic Opportunities Commission Central Kitchen. Maintain contractual obligations and perform general and specific supervisor duties as assigned.

### **SUMMARY**

This position is responsible for the direct supervision of Food Production Workers and oversees the quality and quantity of production. Duties also include meeting sanitation standards, safety goals, new employee and concurrent training and meets production and administration deadlines as required.

### **DUTIES AND RESPONSIBILITIES**

- Schedules all production employees.
- Develops and maintains production schedules and records sets goals and objectives for the daily operation.
- Meets daily with production employees for production briefing.
- Monitors employees' start/stop times for breaks and lunch periods.
- Inventories month-end paper supplies, food and equipment.
- Conducts annual evaluations for all production employees.
- Participates and contributes to monthly employee meetings.
- Monitor employees in regards to agency and food service rules/regulations as they apply to FCEOC Personnel Policies and Procedures Manual.
- Maintain "FIRST IN FIRST OUT" food and supply rotation.
- Trains new employees and conducts concurrent training as necessary.
- Holds regular safety meetings and records minutes.
- Assist in the hiring process.
- Coordinate catering production.
- Assists Registered Dietitian with monthly menu input.
- Record temperatures daily on all reach – in and walk –in cooling units.
- Other duties as assigned.



## **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.

- High School diploma or equivalent.
- College course work in food service preparation.
- Must wear approved hair restraint, protective shoes and comply with all health codes.
- Must comply with all Food Service and Agency rules/regulations and policies specifically FCEOC Personnel Policies and Procedures Manual.
- Three or more years of progressive responsibilities in an institutional food service environment.
- Food Service supervisor experience preferred.
- Ability to supervise a diverse work group.
- Able to work all shifts, weekends and attend an occasional evening meeting.
- Able to work under constant time pressures.
- Must be able to work with a wide variety of cleaning agents and sanitizing solutions.
- Must be familiar with personal computers and related software or take classes.
- Obtain and maintain SafeServ certificate.

## **PHYSICAL DEMANDS**

The physical demands described here are those that must be met by an employee to successfully perform the essential functions of this job. Must be able to bend, stoop, lift 40 lbs., push, pull minimum of 25 lbs. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions. The noise level in the work environment is usually moderate to high. Temperature variance is considered moderate to extreme in the work environment.

E.O.C. FOOD PREPARATION CENTER  
Food Service Checksheet

Program: TULARE/KINGS COUNTY SENIOR SERVICES  
Menu Cycle: SPRING/SUMMER  
Week Rotation: III

Date: MAY 20 2009  
Day: WEDNESDAY

HOT  
ORDERED  
I.C.

SALADS  
ORDERED  
H.B.  
0

Fr. I.C.  
0

Fr. Milk  
0

SITE  
SITE

X  
SCHEDULE

PICK-UP

ARRIVAL

SERVE

ACTUAL

SERVED I.C.

MENU	SITE	SITE	FPC	FPC	SITE	SITE	MILK	Last	NUM#	DRVR	TEMP	
											Temp	Temp
( LUNCH )												
BQ BEEF, (3 OZ.) EACH/LEVEL #24 SCOOP												
V A HOAGIE, 1 EACH/GLOVED HAND												
DRESSED SALAD 1/2 CUP OR 2 OZ EACH/GLOVED HAND												
APPLE JUICE W/VIT-C, (1) 4 OZ CONTAINER EACH												
PANANA, 1 EACH (150 CT.)												
LOW-FAT 1% WHITE MILK, 1/2 PINT EACH												

*TYPE OF	I. H. W.	BOXES
*CARRIER	C. H. W.	RETURNED
*HOT BOX		BY SITE
*COLD BOX		
*HB T.T.	XXX	
*HB N.S.	XXX	F.P.C.
*HB TRAYS	XXX	RETURNED
*BREAD		BOXES
		VERIFY
		COUNTS
*FRUIT/ds		
*FRZN BOX		
*DRVcount		
*FPCcount		

TOTAL CREDIT ALLOWANCE

Credit allowance comments: (list any shortages)

Driver's Signature

How would you rate the overall quality and acceptance of this meal

very good      good      ok      poor      unacceptable

Site general comments:

Any unservable food items? yes no

If yes, which items

Any food items thrown away? yes no

If yes, which items

List any positive comments:

Site Coordinator



## Fresno County EOC Food Services

### Cycle Menu List: R - SENIOR LUNCH (SUMMER)

<p>Cycle No - 1</p> <p>Salisbury Stk. w/gravy Mixed Vegetable 1/2c. Wheat Bread 1ea Mashed Potato 1/2c. Diced Pears 1/2c. 1/2pt Milk 1ea.</p>	<p>Cycle No - 2</p> <p>Baked Potato Entree 1ea. Chili Con Carne 3/4c Shred. Cheese 1/2oz Dinner Roll 1ea Nectarine 1ea. 1/2pt Milk 1ea.</p>	<p>Cycle No - 3</p> <p>Rigatoni Meatsauce 3/4c. Garden Salad 1/2c Wheat Bread 1ea Broccoli Normandy 1/2c. Honeydew 1sl. 1/2pt Milk 1ea.</p>	<p>Cycle No - 4</p> <p>Chkn Fajita 2oz. Shred. Cheese 1/2oz Flour Tortilla 1ea Green Salad 1/2c. Refried Beans 1/2c. Tropical Fruit 1/2c. 1/2pt Milk 1ea.</p>	<p>Cycle No - 5</p> <p>Beef Stroganoff 3/4C Wheat Bread 1ea Apricots 1/2c. Apple Jc. w/vit c 1/2c Scandinavian Vegetable 1/2c 1/2pt Milk 1ea.</p>
<p>Cycle No - 6</p> <p>Chicken Thigh Large 1each Three Bean Salad 1/2c Wheat Bread 1ea Veg. Medley 1/2c. Brown Rice 1/2cup Diced Peaches 1/2c. 1/2pt Milk 1ea.</p>	<p>Cycle No - 7</p> <p>Mtloaf w/grv 1ea. Mashed Potato 1/2c. Green Salad 1/2c. Wheat Bread 1ea Cantaloupe 1sl 1/2pt Milk 1ea.</p>	<p>Cycle No - 8</p> <p>Cheese Omelet 1ea. Country Potato 1/2c Orange Juice 1ea Dinner Roll 1ea San Joaquin Dessert 1/2c 1/2pt Milk 1ea.</p>	<p>Cycle No - 9</p> <p>Soft Beef Taco Seasoned Ground Beef 3oz Shred. Cheese 1/2oz Flour Tortilla 1ea Cabbage and Cilantro 1/2c Refried Beans 1/2c. Tropical Fruit 1/2c. 1/2pt Milk 1ea.</p>	<p>Cycle No - 10</p> <p>Mac &amp; Cheese 3/4c. Greenbeans &amp; Tomatoes 1/2c. Hi C Sidw/Romain 1/2c Wheat Bread 1ea Mixed Fruit 1/2c. 1/2pt Milk 1ea.</p>
<p>Cycle No - 11</p> <p>Beef Patty w/Swiss Sc. MashPotato/chv1/2c. Sliced Carrots 1/2c. Wheat Bread 1ea Oatmeal Cookies 2ea 1/2pt Milk 1ea.</p>	<p>Cycle No - 12</p> <p>Tuna Salad 1/2c Wheat Brd 2sl Shred. Lettuce Onion 1/2c. Cantaloupe 1sl Potato Salad 1/2C 1/2pt Milk 1ea.</p>	<p>Cycle No - 13</p> <p>SwtNSour Meatball 3ea. Mixed Vegetable 1/2c. Wheat Bread 1ea Hi C Sidw/Romain 1/2c Brown Rice 1/2cup Grapes 1/2c. 1/2pt Milk 1ea.</p>	<p>Cycle No - 14</p> <p>Italian Chicken Breast 1ea. Wheat Bread 1ea Peas 1/2c. Green Salad 1/2c. Honeydew 1sl. 1/2pt Milk 1ea.</p>	<p>Cycle No - 15</p> <p>BBQ Beef 3oz. on Hoagie Tossed Salad 1/2c Apple Jc. w/vit c 1/2c Banana(150ct)1ea 1/2pt Milk 1ea.</p>
<p>Cycle No - 16</p> <p>Santa Fe Chicken Thigh 1 ea Pickled Beets 1/2c. Broccoli Normandy 1/2c Wheat Bread 1ea Diced Peaches 1/2c. 1/2pt Milk 1ea.</p>	<p>Cycle No - 17</p> <p>Beef Patty 1ea On a Bun 1ea Cheese 1sl. Shred. Lettuce Onion 1/2c. Pickle Chips 2ea Potato Salad 1/2C Honeydew 1sl. 1/2pt Milk 1ea.</p>	<p>Cycle No - 18</p> <p>Chicken Alfredo 3/4 cup Corn 1/2c Wheat Bread 1ea Tossed Salad 1/2c Cantaloupe 1sl 1/2pt Milk 1ea.</p>	<p>Cycle No - 19</p> <p>Beef Rib-b-q 1ea w/bbq sauce Hi C Sidw/Romain 1/2c Greenbeans 1/2c. Wheat Bread 1ea Diced Pears 1/2c. 1/2pt Milk 1ea.</p>	<p>Cycle No - 20</p> <p>Pepper Steak 1ea w/gravy Tossed Salad 1/2c Wheat Bread 1ea Peas &amp; Carrots 1/2c. Rice Pilaf 1/2c. Tropical Fruit 1/2c. 1/2pt Milk 1ea.</p>
<p>Cycle No - 21</p> <p>BBQ Chicken Breast 1ea. w/bbq sauce Baked Potato 1ea Sliced Carrots 1/2c. Dinner Roll 1ea Oatmeal Cookies 2ea 1/2pt Milk 1ea.</p>	<p>Cycle No - 22</p> <p>Beef Taco Salad (Season Beef 3oz) (Shred. Cheese 1/2oz) (salad mix 1c) (tortilla chips 1oz) Tropical Fruit 1/2c. 1/2pt Milk 1ea.</p>	<p>Cycle No - 23</p> <p>Turkey 4sl. Cheese 1sl. Wheat Brd 2sl Shredded Lettuce 1/4c Potato Salad 1/2C Orange 1ea. 1/2pt Milk 1ea.</p>	<p>Cycle No - 24</p> <p>Spaghetti w/meatsauce 3/4c Wheat Bread 1ea Toss Sld w/carrot 1/2c Italian Veg. 1/2c. Honeydew 1sl. 1/2pt Milk 1ea.</p>	<p>Cycle No - 25</p> <p>Enchilada Casserole 3/4c. Wheat Bread 1ea Green Salad 1/2c. Cantaloupe 1sl Corn 1/2c 1/2pt Milk 1ea.</p>

**NOTICE:** The data contained within this report and the NUTRIKIDS® Menu Planning and Nutritional Analysis software should not be used for and does not provide menu planning for a child with a medical condition or food allergy. Ingredients and menu items are subject to change or substitution without notice. Please consult a medical professional for assistance in planning for or treating medical conditions.

# Fresno County EOC Food Services

## Cycle Menu List: O - Senior Salads

Cycle No - 1	Cycle No - 2	Cycle No - 3	Cycle No - 4	Cycle No - 5
Pasta & Chicken Salad Apple Jc. w/vit c 1/2c Wheat Bread 1ea Diced Pears 1/2c. 1/2pt Milk 1ea.	Chef Salad Orange Juice 1ea Dinner Roll 1ea Nectarine 1ea. 1/2pt Milk 1ea.	Teriyaki Grill Chicken Salad Wheat Bread 1ea Honeydew 1sl. 1/2pt Milk 1ea.	Chef Salad Wheat Bread 1ea Tropical Fruit 1/2c. 1/2pt Milk 1ea.	Tuna Salad Entree Apple Jc. w/vit c 1/2c Dinner Roll 1ea Apricots 1/2c. 1/2pt Milk 1ea.
Cycle No - 6	Cycle No - 7	Cycle No - 8	Cycle No - 9	Cycle No - 10
Pasta & Chicken Salad Apple Jc. w/vit c 1/2c Wheat Bread 1ea Diced Peaches 1/2c. 1/2pt Milk 1ea.	Chef Salad Wheat Bread 1ea Cantaloupe 1sl 1/2pt Milk 1ea.	Teriyaki Grill Chicken Salad Orange Juice 1ea Wheat Bread 1ea San Joaquin Dessert 1/2c 1/2pt Milk 1ea.	Chef Salad Dinner Roll 1ea Tropical Fruit 1/2c. 1/2pt Milk 1ea.	Cottage Cheese Salad Apple Jc. w/vit c 1/2c Wheat Bread 1ea Mixed Fruit 1/2c. 1/2pt Milk 1ea.
Cycle No - 11	Cycle No - 12	Cycle No - 13	Cycle No - 14	Cycle No - 15
Pasta & Chicken Salad Orange Juice 1ea Wheat Bread 1ea Oatmeal Cookies 2ea 1/2pt Milk 1ea.	Chef Salad Wheat Bread 1ea Cantaloupe 1sl 1/2pt Milk 1ea.	Teriyaki Grill Chicken Salad Orange Juice 1ea Wheat Bread 1ea Grapes 1/2c. 1/2pt Milk 1ea.	Chef Salad Honeydew 1sl. Wheat Bread 1ea 1/2pt Milk 1ea.	Tuna Salad Entree Apple Jc. w/vit c 1/2c Dinner Roll 1ea Banana(150ct)1ea 1/2pt Milk 1ea.
Cycle No - 16	Cycle No - 17	Cycle No - 18	Cycle No - 19	Cycle No - 20
Pasta & Chicken Salad Apple Jc. w/vit c 1/2c Wheat Bread 1ea Diced Peaches 1/2c. 1/2pt Milk 1ea.	Cottage Cheese Salad Wheat Bread 1ea Honeydew 1sl. 1/2pt Milk 1ea.	Teriyaki Grill Chicken Salad Dinner Roll 1ea Cantaloupe 1sl 1/2pt Milk 1ea.	Chef Salad Apple Jc. w/vit c 1/2c Wheat Bread 1ea Diced Pears 1/2c. 1/2pt Milk 1ea.	Tuna Salad Entree Wheat Bread 1ea Tropical Fruit 1/2c. 1/2pt Milk 1ea.
Cycle No - 21	Cycle No - 22	Cycle No - 23	Cycle No - 24	Cycle No - 25
Pasta & Chicken Salad Wheat Bread 1ea Orange Juice 1ea Oatmeal Cookies 2ea 1/2pt Milk 1ea.	Chef Salad Tropical Fruit 1/2c. Dinner Roll 1ea 1/2pt Milk 1ea.	Teriyaki Grill Chicken Salad Wheat Bread 1ea Honeydew 1sl. 1/2pt Milk 1ea.	Chef Salad Wheat Bread 1ea Orange 1ea 1/2pt Milk 1ea.	Tuna Salad Entree Wheat Bread 1ea Cantaloupe 1sl 1/2pt Milk 1ea.

**NOTICE:** The data contained within this report and the NUTRIKIDS® Menu Planning and Nutritional Analysis software should not be used for and does not provide menu planning for a child with a medical condition or food allergy. Ingredients and menu items are subject to change or substitution without notice. Please consult a medical professional for assistance in planning for or treating medical conditions.



# Fresno County EOC Food Services

## Cycle Menu List: B - Senior Lunch Homebound

Cycle No - 58 Rotini w/Meat Sauce Mixed Vegetables Wax Beans Orange 1ea. Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 59 Chicken Patty w/ Mushroom Gravy Mashed Potatoes Broccoli Apple (175ct) 1 each Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 60 Swedish Meatballs w/Noodles Carrots Peas Orange 1ea. Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 61 Roast Beef w/Gravy Mashed Potatoes Peas Tangerine 1 each Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 62 Chicken Noodle Casserole Mixed Vegetables Broccoli Orange 1ea. Dinner Roll 1ea 1/2pt Milk 1ea.
Cycle No - 63 Chicken Ranchero over Spanish Rice Pinto Beans Mixed Vegetables Orange 1ea. Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 64 Glazed Ham w/ Pineapple Sauce Mashed Potatoes Greenbeans Apple (175ct) 1 each Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 65 Macaroni Shells in Meatsauce Italian Blend Vegetables Tangerine 1 each Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 66 Meatloaf w/Gravy Mashed Potatoes California Blend Pear 1ea. Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 67 Chicken Primavera over Rotini Green Beans Carrots Tangerine 1 each Dinner Roll 1ea 1/2pt Milk 1ea.
Cycle No - 68 BBQ Pork Riblet Mashed Potatoes Spinach Apple (175ct) 1 each Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 69 Beef Steak w/Onion Gravy Green Beans Parslied Potatoes Orange 1ea. Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 70 Macaroni & Beef Casserole Succotash Broccoli Pear 1ea. Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 71 Santa Fe Chicken Refried Beans Chuckwagon Corn Tangerine 1 each Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 72 Teriyaki Meatballs over Brown Rice Green Beans Carrots Orange 1ea. Dinner Roll 1ea 1/2pt Milk 1ea.
Cycle No - 73 Cheese Enchilada w/ Corn Peas Orange 1ea. Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 74 Beef Burgundy over Noodles Green Beans Carrots Tangerine 1 each Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 75 Baked Chicken Mashed Potatoes Broccoli Pear 1ea. Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 76 Swiss Steak w/Gravy Mashed Potatoes Green Beans Apple (175ct) 1 each Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 77 Turkey a la King w/Noodles Peas Carrots Orange 1ea. Dinner Roll 1ea 1/2pt Milk 1ea.
Cycle No - 78 Beef Straganoff over noodles Peas Carrots Orange 1ea. Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 79 Chicken Cordon Bleu Corn California Blend Apple (175ct) 1 each Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 80 Turkey Enchilada Casserole Carrots Green Beans Tangerine 1 each Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 81 Salisbury Steak with gravy Red Cabbage Hash Browns Orange 1ea. Dinner Roll 1ea 1/2pt Milk 1ea.	Cycle No - 82 Mandarin Chicken over brown rice Oriental Blend Tangerine 1 each Dinner Roll 1ea 1/2pt Milk 1ea.

**NOTICE: The data contained within this report and the NUTRIKIDS® Menu Planning and Nutritional Analysis software should not be used for and does not provide menu planning for a child with a medical condition or food allergy. Ingredients and menu items are subject to change or substitution without notice. Please consult a medical professional for assistance in planning for or treating medical conditions.**

**CONTRACT FOR SERVICES  
CATERING FOR SENIOR NUTRITION PROGRAM  
(City of Visalia RFP No. 08-08-46)**

This Agreement, entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Visalia, hereinafter referred to as the "CITY", and Fresno County Equal Opportunities Commission hereinafter referred to as the "VENDOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

**WHEREAS**, VENDOR is an private nonprofit corporation with a primary business address of 1920 Mariposa Mall, Fresno, CA., 93706 and SSN or EIN: 94-1606519; and

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

**WHEREAS**, CITY desires services to prepare and deliver meals for the Senior Nutrition Program, which was let to bid on May 1, 2009, as evidenced by RFP 08-09-46-Annual Contract for Senior Meals; and

**WHEREAS**, City of Visalia reviewed and evaluated responses to the Proposal and determined to award a contract to VENDOR for the preparation and delivery of meals for the Senior Nutrition Program; and

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

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

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire June 30, 2012, unless earlier terminated by the parties. The indemnification and defense provisions shall survive expiration and termination. Suspension or termination of this Agreement may occur if VENDOR materially fails to comply with any term of the award. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, VENDOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

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

<b>ATTACHMENT NO.</b>	<b>DESCRIPTION OF ATTACHMENT</b>
Attachment 1	City of Visalia RFP 08-09-46, Catering for Senior Nutrition Program
Attachment 2	Vendor's proposal in response to RFP No. 08-09-46

3. VENDOR SCOPE OF SERVICES and COMMITMENTS\*:

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

- A. The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in RFP 08-09-46, for the cost identified in Attachment 2.
- B. Additional Services: Incidental work related to the PROJECT and not described in RFP 08-09-46, may be needed during the performance of this Agreement. The CONSULTANT

agrees to provide any and all additional services at the rates identified in Attachment 2 - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

4. CITY COMMITMENTS:

CITY shall perform all tasks described in RFP 08-09-46 .

5. COMPENSATION:

CITY shall pay VENDOR compensation for services requested; however, CITY shall pay not more than the following amount under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on the monthly report and similar documents presented by VENDOR to CITY. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

Cost per meals: Congregate	\$2.99
Home bound	\$3.45
Hourly Delivery Charge	\$34.17
Source of Funds:	General Fund (Recreation 50510)
Payment Schedule:	As invoices are received.

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

**VENDOR**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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

**CITY OF VISALIA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City Attorney  
(DOOLEY,HERR, PELTZER & RICHARDSON, LLP)

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City of Visalia Risk Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_

City of Visalia Project Manager

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9b

**Agenda Item Wording:** Authorize the City Manager to enter into a professional services agreement with Fresno County Economic Opportunities Commission for catering services for the Visalia Senior Center Meal Program.

**Deadline for Action:** N/A

**Submitting Department:** Parks & Recreation

**Contact Name and Phone Number:** Jeannie Greenwood,  
Recreation Manager, (559)713-4042

**Recommendation:**

That the City Council authorize the City Manager to enter into a professional services agreement with Fresno County Economic Opportunities Commission for catering services for the Visalia Senior Center Meal Program.

**Background Information:**

As the City began working on the 2008-2010 budget, each department was asked to look at operational costs and make recommendations of ways to save costs and work more efficiently. The Recreation Division generated three ideas where staff felt changes could produce a cost savings to the City. These three ideas were presented to the City Council as part of the bi-annual budget process. Council then directed the Parks and Recreation Commission to look at these three program areas and make recommendations for Council consideration. One of the three areas for consideration was the Senior Meal Program and the ability to save money by outsourcing meal preparation. On November 17, 2008, Council directed staff to begin the process to contract meal services for the Senior Lunch Program with the transition to take place by July 1, 2009.

Parks and Recreation Department Staff has met with the Senior Advisor Committee on the specific topic of the meal program since May of 2008 to solicit ideas and accept recommendations related to cutting costs of the Senior Meal Program. The Senior Advisory Committee is a group of representatives from the various user groups who utilize the Senior Center for programs and services. This group meets once a month and works with department staff on program ideas, center policies and other items of concern.

Since Council direction on November 17, 2008, staff has continued to meet with the Senior Advisory Committee to develop a Request for Proposal (RFP) for meal services. This process involved researching similar RFP's from other agencies and talking with our current lunch

**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)

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clientele to determine the best service for Visalia's seniors. Department staff also worked with members of the Senior Advisory Committee to identify potential vendors for the meal program.

On May 1<sup>st</sup> of this year, RFP #08-09-46, a Request for Proposal for Annual Contract for Senior Meals was released. Bids were solicited by advertising in the Visalia Times Delta on May 1<sup>st</sup> and May 6<sup>th</sup> and by mailing notices to potential vendors identified by City staff and the Senior Advisory Committee. In addition, the RFP was also posted on Bid-Net. Proposals for the Senior Meal Program were received on June 5, 2009. Two (2) proposals were received.

The meal RFP requires the successful vendor to provide nutritional meals consistent with the meal content and requirements of Title III of the Older Americans Act. The RFP also asked for options related to the delivery of the Meals on Wheels program. Options included the vendor delivering home bound meals as well as the option of providing frozen meals.

City staff has been working with a review committee designated by the Senior Advisory Committee. This committee has been provided a copy of the proposals, have had the opportunity to sample frozen meals from one vendor and have visited a meal program site who receives meals from another vendor. Based upon this evaluation process, City staff is recommending that Council authorize the City Manager to enter into an agreement with Fresno County Economic Opportunities Commission (FCEOC) to provide lunch service for the Senior Meal Program.

FCEOC is a private non-profit corporation that provides services to the elderly, disadvantaged and those in poverty. They have been providing nutritional service to the elderly community for over forty years and has served millions of meals over the years in an effort to promote health and avoid premature institutionalization. They have been servicing Tulare and Kings County Area Agency on Aging and providing meals for their senior programs since April 27, 2009. This organization represents the best experience, knowledge and resources to carry out the terms of the agreement with the City of Visalia.

FCEOC has proposed to prepare and deliver hot congregate meals for \$2.99 per meal. The meals would be transported from their kitchen in Fresno and delivered in containers to the center where they will be served by City staff and volunteers.

Due to the distance of FCEOE, we would not be able to deliver hot meals to our home bound seniors. The time in transport would be too long and could cause unsafe food delivery. Because of this, City staff is proposing that we change to frozen meals for our Meals on Wheels clientele. . The Meals on Wheels Program currently delivers approximately 50 hot meals each day. Meals are prepared at the Visalia Senior Center and delivered by volunteer drivers who receive a small mileage reimbursement. Volunteer drivers are very hard to find and there are days when we simply do not have enough drivers to deliver all meals. The time commitment (delivering 5 days per week at a designated time), the fact that drivers must supply their own vehicle, and increases in gas costs are all contributors to the lack of drivers. By going to a frozen meal program, volunteers could deliver a week worth of meals at one time. Because the meals are frozen and we do not have to worry about maintaining food temperatures and meals could be delivered when convenient for the volunteer. The cost for frozen meals is \$3.45 per meal.

In Fiscal Year 2008-09, the Visalia Senior Center served over 42,700 meals, an increase of over 5,000 meals from the year before. Based on the 2008-09 data, this professional services agreement represents the following estimated costs:

Congregate Meals	29,340 @ \$2.99	= \$ 87,723.61
Homebound Meals	13,400 @ \$3.45	= \$ 46,230.00
Deliver Charge	250 days @ \$34.17	= \$ 8,542.50
Total Anticipated Contract Cost:		\$142,496.00

The change from a self preparation food program to a catered program represents a significant cost savings to the City's general fund. By contracting services, we will eliminate two permanent part time positions at a cost savings of approximately \$95,000 per year. Based on current food costs and the proposal received from FCEOC, staff projects a small additional savings in food products and supplies.

Seniors currently pay \$3.50 per meal. This contract represents meal delivery for \$2.99 and \$3.45 per meal. Although there are still costs associated with staff and supplies that are not covered in the meal charge, this contract greatly reduces the amount of general fund subsidy for this program.

**Recommendation:**

That the City Council authorize the City Manager to enter into a professional services agreement with Fresno County Economic Opportunities Commission for catering services for the Visalia Senior Center Meal Program.

**Prior Council/Board Actions:**

- June 16, 2008
- June 23, 2008
- November 17, 2008

**Committee/Commission Review and Actions:**

October 21, 2008 – Recommendation from the Parks & Recreation Commission was adopted.

**Alternatives:**

**Attachments:** Draft Agreement, FCEOC proposal to RFP#08-09-46

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

Motion: The City Council authorizes the City Manager to enter into a professional services agreement with Fresno County Economic Opportunities Commission for catering services for the Visalia Senior Center Meal Program

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9c

**Agenda Item Wording:** Authorization for City Manager to sign Listing Agreement with Hyde Commercial Real Estate to lease City space at Rawhide Ballpark and make requested Tenant Improvements.

**Deadline for Action:** N/A

**Submitting Department:** Administration

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

**Summary/background:**

With completion of construction of the new improvements at the Rawhide Ballpark, there is 1,433 square feet of space that is available for City use. As the City is looking to generate new revenue streams, it is the recommendation of the Facilities Maintenance and Management Committee that this space be leased to a third party. This space was discussed in the City Council meeting on May 4 and it was Council's direction to not use the space for City offices but rather lease it and generate additional revenue.

Since that City Council meeting, three local commercial real estate companies were given a tour of the site and asked to submit a proposal. The real estate companies were Zeeb Commercial, Whitlatch Realty, and Hyde Commercial. Of the three proposals submitted, it is staff's recommendation that Hyde Commercial be hired to list the property for a period of six months. The Hyde proposal was the most thorough of the proposals including a marketing plan and specific recommendations. It also was the most creative of the proposals including a way to capitalize on the baseball angle by suggesting to include season tickets in the lease as a marketing tool to set the space apart from the many other properties on the market (proposal attached). The cost of two season tickets in the grand stands is about \$900 annually which would be incorporated in the lease agreement.

Hyde is suggesting that the space be listed at \$1.35 Gross and he feels we should expect an executed price of \$1.20 to \$1.30 with a typical industry standard buildout. Using \$1.20, this would generate approximately \$20,000 in revenue to the City annually, less \$900 for season tickets. It is important that this project move forward quickly so as to capitalize on the baseball

**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 \_\_\_\_\_

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

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

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season and maximize the visibility of the property. Because the current market is flooded with available property for lease, tenants have their pick of property. This is driving lease rates down. Hyde recommends that a shorter term lease of approximately two years be negotiated now with the prospect that the market will return to normal within a couple years allowing for a higher lease rate at that point.

It is anticipated that improvements to the space will be required once a tenant is found. Approximately \$100,000 in construction funds from this project are remaining and staff is requesting authorization to use up to \$35,000 of these funds to finish this space out and make it usable by the tenant. It will be easier to find a tenant if the City is willing to finish out the space. A standard buildout would include carpet, paint, and a couple offices. This is a typical buildout and will likely cost approximately \$10 to \$15 per square foot or \$14,000 to \$21,000. If the tenant requires a more extensive buildout, the lease rate will have to be raised so the City can recover the higher improvement costs.. This may require as much as \$20 to \$25 per square foot or \$30,000 to \$35,000. The final buildout cost will not be known until a tenant is found and their needs are identified. The final cost of improvements will be negotiated into the lease and the higher the buildout costs, the higher the lease rate. If Council does not want to pay for the tenant improvements, the City must be willing to accept a lower lease rate and a lease term of at least three to five years or more so that the tenant can reasonably recoup the upfront investment over the life of the lease. Because it is anticipated that rental rates will rise in the future as the excess inventory is absorbed, it is the recommendation of staff for the City to use remaining construction funds up to \$35,000 and enter into a shorter term lease of two years.

**Prior Council/Board Actions:**

None

**Committee/Commission Review and Actions:**

Facilities Maintenance and Management Committee supports leasing of space

**Alternatives:**

**Attachments:**

Hyde Commercial Real Estate Proposal

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

None



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

## City of Visalia Agenda Item Transmittal

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9d

**Agenda Item Wording:** Authorize the Transit Division to award the construction contract for the Transit Center expansion in the amount of \$1,329,000 to Basila Construction Inc., of Madera.

**Deadline for Action:** July 13, 2009.

**Submitting Department:** Administration – Transit Division

**Contact Name and Phone Number:**  
Monty Cox 713-4591

**Department Recommendation:** Authorize staff to award the construction contract for the Transit Center expansion in the amount of \$1,329,000 to Basila Construction Inc., of Madera.

**Summary/background:** Staff conducted a competitive bid process to construct the expansion of the Transit Center located behind its current location at 404 E. Center. The City received eleven bids. The City used our construction Project Manager, Dennis Lehman, to assist the Transit Division with the bid process and review of bids. The bids received were as follows:

Basila Construction Inc.	\$1,329,000
Applegate Johnston Inc.	\$1,359,000
Lewis C. Nelson & Sons	\$1,387,000
BVI Construction Inc.	\$1,390,000
BMY Construction Group Inc.	\$1,395,000
Seals Biehle General Contractors	\$1,410,000
Fortune-Ratliff General Contractors Inc.	\$1,420,000
Webb & Son	\$1,430,000
Atkins Bergreen Inc.	\$1,449,000
Oral E. Michan Inc.	\$1,505,000
Dale Atkins Contractor	\$1,508,000

After reviewing the eleven bids, staff recommends the selection of Basila Construction Inc., to construct the expansion of the Transit Center for a cost of \$1,329,000. Basila Construction Inc., was the lowest responsive/responsible bidder. Staff conducted a reference check process, and recommended awarding the contract to Basila Construction Inc. Dennis will continue to assist staff with all aspects of the construction phase including documentation management, change order review, and contractor oversight.

**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** RN 7/1/09  
**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.

Basila Construction Inc., of Madera has a history of doing construction projects in the area. Specifically they have done similar projects for the City of Madera, Merced Union High School District, and Madera Innovative Rotational Molding. These projects were completed on time and with minimal change orders. According to the project managers for these agencies there were no issues related to change orders or quality of work and they recommended the firm for our project.

The City will be using an American Recovery and Reinvestment Act (ARRA) grant from the Federal Transit Administration (FTA) to fund the expansion of the Transit Center. The federal portion available is \$2,668,930. There is no match required with these funds. This leaves a total of \$1,339,930 in funding available for miscellaneous expenses, construction contingencies, and/or for additional capital projects approved by FTA.

**Prior Council/Board Actions:** None

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

**Alternatives:** The City could elect to award the contract to one of the other bidders.

**Attachments:** None

**City Manager Recommendation:**

**Recommended Motion (and Alternative Motions if expected):** I move that the City Council authorize the Transit Division to award the construction contract for the Transit Center Expansion in the amount of \$1,329,000 to Basila Construction Inc., of Madera.

***Financial Impact***

**Funding Source:**

Account Number: 3011-0-720000-0-9399

**Budget Recap:**

Total Estimated cost:	\$ 1,329,000	New Revenue:	\$ 0
Amount Budgeted:	\$ 2,668,930	Lost Revenue:	\$
New funding required:	\$ 0	New Personnel:	\$
Council Policy Change:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

***Environmental Assessment Status***

**CEQA Review:**

Required?	No
Review and Action:	Prior:
	Require:
<b>NEPA Review:</b>	
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:



## City of Visalia Agenda Item Transmittal

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9e

**Agenda Item Wording:** Authorize the City Manager to enter into an agreement with Visalia Unified School District for after school enrichment program services.

**Deadline for Action:** N/A

**Submitting Department:** Parks & Recreation Department

**Contact Name and Phone Number:**

Jeannie Greenwood, Recreation Manager (559) 713-4042

**Staff Recommendation:**

City staff recommends that the City Council:

1. Authorize the City Manager to execute an Agreement between the City of Visalia and Visalia Unified School District for an after school enrichment program at the Manuel F. Hernandez Community Center.

**Background:**

On September 26, 2006 the California Department of Education released a Request for Application for After School Education and Safety (ASES) program funding. With the passing of Proposition 40, the ASES program originally funded for \$122 million was increased an additional \$428 million to amount to a total of \$550 million available for after school programs to serve elementary and middle/junior high school students.

Visalia Unified School District (VUSD) worked with several agencies to develop ASES programs for all Visalia Unified Schools, including the four middle schools. Of the school sites approved, Visalia Unified School District and the City of Visalia partnered to provide quality after school program services for students from Valley Oak Middle School.

This agreement represents the fourth year of the ASES grant and the relationship between the City and VUSD.

**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)

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Staff recommends that authorization be given to the City Manager to execute an Agreement between the City of Visalia and Visalia Unified School District for the after school enrichment program at the Manuel F. Hernandez Community Center. The Agreement was prepared by Visalia Unified School District and is subject to approval by the City Attorney. Some changes in language may be made prior to City Manager approval.

The ASES program focuses on providing a quality after school program for students while increasing academic achievement and providing enrichment opportunities. In order to achieve the best possible experience for students, Visalia Unified School District and the City of Visalia Parks and Recreation Department are asking to continue their collaborative partnership to fulfill the program requirements of this grant.

Since Visalia Unified School District employs professionals skilled in providing educational curriculum and academic achievement standards for students, Visalia Unified will be responsible for the one and a half hour academic requirement of the grant. Whereas the City of Visalia Parks and Recreation Department employs professionals in the areas of providing enrichment activities and quality after school programs, it is proposed that the City of Visalia provide enrichment activities for students from the Valley Oak campus at the Manuel F. Hernandez Community Center. Both entities feel that this collaborative relationship would be beneficial to the ASES program, allowing each agency to provide the best service to the students.

ASES is a three year grant with annual funding dependent on maintaining eighty-five percent average daily attendance. This MOU is for the start of a new three year term. Visalia Unified School District is proposing to pay the City of Visalia the sum of \$37,536.00 to provide above mentioned services at the Manuel F. Hernandez Community Center. This is a budgeted item and will cover costs associated with the operation of said program.

The Parks and Recreation Department continues to develop an enrichment program that includes organized sports, health & fitness, martial arts, dance, art, drama and life skill components. The middle school age student has been identified by the Parks and Recreation Department as an under-served population. This program will not only allows the City the opportunity to provide services to this population, but to also assist in the task of providing gang prevention and/or intervention programs for youth ages 12-14.

The ASES program will not interfere with or replace the existing after school drop in program at the Manuel F. Hernandez Community Center. Both programs will be able to share facility space and resources.

**Prior Council Actions:**

2006-2007 Agreement approved January 8, 2007.

2007-2008 Agreement approved June 25, 2007.

2008-2009 Agreement approved August 18, 2008.

**Attachments:** Exhibit A – Draft MOU

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

I hereby move to authorize the City Manager to execute an Agreement between the City of Visalia and Visalia Unified School District for the purpose of providing an enrichment after school program at the Manuel F. Hernandez Community Center.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

**VISALIA UNIFIED SCHOOL DISTRICT  
AND  
THE CITY OF VISALIA PARKS AND RECREATION DIVISION  
(ASES) AFTER SCHOOL PROGRAM AGREEMENT**

**THIS AGREEMENT**, is entered into as of **7-1-09**, between the VISALIA UNIFIED SCHOOL DISTRICT, referred to as DISTRICT, and CITY OF VISALIA, referred to as CITY, with reference to services rendered to **Valley Oak Middle School** and provided at the **Manuel Hernandez Community Center**.

- A. The VISALIA UNIFIED SCHOOL DISTRICT has received a State Grant (hereinafter referred to as “Grant”) to implement after school programs to three of its’ four middle schools;
- B. DISTRICT desires, in cooperation with CITY, to provide an after school program in compliance with the After School Education and Safety (hereinafter referred to as “ASES”) Grant.
- C. The VISALIA UNIFIED SCHOOL DISTRICT is contracting with CITY, funded by the Grant, to coordinate and implement at Valley Oak Middle School and the Manuel Hernandez Community Center, a safe, supervised after school enrichment program that focuses on academic assistance and educational enrichment and carried out through a variety of recreational and leadership activities.
- D. CITY has agreed to provide such services in partnership with DISTRICT.
- E. CITY has agreed to provide such services under this Agreement for the specific student population attending Valley Oak Middle School.
- F. DISTRICT and CITY acknowledge that the agreed upon number of students who will be served by CITY under this Agreement is equal to the amount of **eighty-two (82) students or 70% of the total number (112)** of students to be served by Valley Oak Middle School under the ASES Grant.
- G. CITY agrees that DISTRICT will pay CITY the amount sum **of \$37,536.00** to provide such services as agreed upon under the Grant and this Agreement and for the designated number of students as referred to in Section F. for the date beginning on **July 1st, 2009 and ending on June 30th, 2010**.
- H. DISTRICT and CITY equally agree that CITY will invoice DISTRICT on a monthly basis for services provided under this Agreement. The monthly installment will be equal to the total contract amount divided by twelve (12) months.
- I. CITY agrees to provide service and adhere to the Grant-appropriate staff-to-pupil work ratio of 1:20.
- J. **DISTRICT and CITY equally agree that should CITY not be able to develop and maintain a daily attendance level equal to or above 85% of the total number of students served during the current grant year, the DISTRICT may terminate, renegotiate, and/or suspend the current MOU and partnership pertaining to the Afterschool Education and Safety (ASES) Grant for the following grant year.**



**ACCORDINGLY, IT IS AGREED:**

**1. RESPONSIBILITIES OF CITY:**

a. CITY shall provide the services specified in this Agreement for the after school enrichment program in compliance with the ASES Grant under this Agreement with the DISTRICT. The parties expect, under the provisions of the Grant, that the students must participate in the program at least three (3) hours per day and a minimum of three (3) days per week during the school year.

The hours of program operation shall be from 3:15pm to 6:15pm. **In the case of a minimum day, CITY shall provide services upon the start of the afterschool program day and for the duration of three (3) hours unless otherwise agreed upon by both CITY and DISTRICT.** The funding for the program provides a ratio of approximately one (1) staff per cluster of twenty (20) students, and the level of staffing is based upon the number of students actively participating in the program on a daily basis.

**b. CITY, in partnership with DISTRICT and under the ASES grant requirements, shall intend to develop and maintain an attendance level equal to or more than 85% of the total number of students served under this agreement.**

c. CITY shall designate one staff member to provide service under the Grant and this Agreement to act as a Site Director, for whom will oversee, monitor, and supervise all daily operations of the after school program **facilitated at the Manuel Hernandez Community Center from 4:30pm to 6:15pm** and who will work cooperatively with the DISTRICT designee known as Program Manager to meet all requirements, goals and objectives of the Grant. The Site Director shall be counted in the 1:20 staff-to-pupil ratio.

**d. The Site Director shall also utilize his/her time to create and sustain ongoing communication with the school-site staff in order to be aware of student concerns and issues. The Site Director should develop and foster working relationships with the Principal and other school-site staff working with the afterschool program. The Site Director shall be responsible for acting as the liaison between the school campus and CITY site.**

Additional responsibilities for the Site Director include but are not limited to:

- (i) on-going communication with the principal, administrative staff and other school-site staff.
- (ii) work with the school-site staff to **track and monitor daily attendance**, student behavior, and

other program-related tasks.

(iii) act as liaison between the school campus and CITY site and assist after-school staff with various program-related tasks and responsibilities; including attendance, student discipline, **recruitment/marketing**, special events and arrangements.

e. CITY shall assign Grant-compliant staff to coordinate and support the supervision and daily operation of the after school enrichment program. CITY shall ensure that any/all staff assigned to the ASES Grant meet the minimum qualifications of the No Child Left Behind Act as determined by the California Department of Education and equivalent to the status of an Instructional Aide as defined by Visalia Unified School District. CITY, in collaboration with DISTRICT is responsible for evaluating progress and assessing effectiveness of staff, program services, and policies to ensure consistency with the Grant.

f. CITY shall provide coaching and mentoring to site staff consistent with Grant standards and collaborate with DISTRICT in the implementation of ongoing staff development and training programs.

g. Except as otherwise provided herein or subsequently agreed to in writing signed by both DISTRICT and CITY, CITY shall be the employer for all personnel employed to provide after school enrichment services at Valley Oak Middle School and the Manuel Hernandez Community Center. CITY shall be solely responsible for all costs of employment and personnel administration, including but not limited to wages, salaries, workers' compensation costs, unemployment costs and employee discipline.

h. CITY does agree to advise everyone it assigns or hires to perform duty under this Agreement shall work as an employee of the Grant and therefore carry out all duties and responsibilities according to the requirements, goals and objectives of the Grant.

i. CITY program services shall operate under the provisions of the Grant, and under the direction of the DISTRICT, and all parties shall work cooperatively to accomplish the program objectives as outlined by the Grant.

j. If CITY employs any person who is employed by DISTRICT and who is not exempt from the Fair Labor Standards Act, CITY shall limit its employment of such person to a number hours which, when combined with the hours the person works for the DISTRICT, will not exceed 40 hours in any one work week.

CITY shall maintain a staffing level and supplies at Manuel Hernandez Community Center that is consistent for Grant-compliant service and shall be jointly responsible for assisting with the safe transport of all students from Valley Oak Middle School by assuring that all students are accounted for upon student arrival to the Manuel Hernandez Community Center.

- k. CITY agrees to actively inform and update DISTRICT designee known as ASES Grant Program Manager of any/all hiring of CITY staff to work under this contract and the ASES Grant. However, DISTRICT designee does not need to be present during interviews.

2. **RESPONSIBILITIES OF THE DISTRICT:**

- a. DISTRICT shall provide adequate and appropriate support and guidance, including the sharing of Grant-related goals and objectives to ensure CITY is adequately equipped and prepared to provide services consistent with the Grant.
- b. DISTRICT shall assign an administrative staff member to provide Grant-related support for CITY to provide Grant-appropriate services.
- c. DISTRICT will disburse payment to CITY on a monthly payment scheduled upon being invoiced by CITY.
- d. DISTRICT shall provide adequate transportation from Valley Oak Middle School to the Manuel Hernandez Community Center every day that the after school program is operational under the Grant.

3. **REPORTS:**

- a. Attendance Reports: Attendance reports record the number of students served and the number of days of program operation. It is the responsibility of the Site Director and CITY to gather and submit attendance data to the DISTRICT designee known as the ASES Grant Program Manager (hereinafter referred to as "Program Manager"). CITY shall be responsible for maintaining these records and supporting documentation verifying student attendance and days of operation recorded on Attendance Reports for the Manuel Hernandez Community Center after school enrichment program.
- b. Evaluation Reports: Evaluation is a required component of the ASES Grant and its after-school programs. CITY shall work cooperatively with the DISTRICT to collect any/all program data including attendance and behavior data as required by the Grant.
- c. All reports required by the ASES Grant shall be submitted by CITY to the DISTRICT within 7 business days prior to the dates imposed on the DISTRICT by the Grant. This includes any/all attendance data for purposes of quarterly reporting and any/all behavior-related data to be reported in final fiscal report by DISTRICT to the California Department of Education.

4. **RECORDS AND AUDIT:** CITY shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CITY shall

maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CITY shall make such records available within Tulare County to the designated public and/or private auditor of DISTRICT and to his agents and representatives, for the purpose of auditing and/or collecting such records for a period of five (5) years from the date of final payment under this Agreement.

5. **COMPLIANCE WITH LAW:** DISTRICT and CITY shall each provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CITY's employees, CITY shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance and discrimination in employment.

6. **COMPLIANCE WITH THE GRANT:** This Agreement is subject to the Grant, and any additional restrictions, or conditions enacted by the California Department of Education which may affect the provisions, terms, or funding of this Agreement in any manner.

7. **INSURANCE:** CITY shall be able to provide full evidence of insurance upon the request of DISTRICT.

8. **INDEPENDENT CONTRACTOR STATUS:** This Agreement is entered into by both parties with the express understanding that CITY will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute CITY or any of its agents, employees or officers as an agent, employee or officer of DISTRICT. CITY agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of the DISTRICT. CITY is responsible for paying all required state and federal taxes.

In particular, DISTRICT will not:

- a. Withhold FICA (Social Security) from CITY's payments.
- b. Make state or federal unemployment insurance contributions on CITY's behalf.
- c. Withhold state or federal income tax from payments to CITY.
- d. Make disability insurance contributions on behalf of CITY.
- e. Obtain unemployment compensation insurance on behalf of CITY.

Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of CITY to assure compliance with the Grant and this Agreement. CITY may contract with District for special services. CITY and District



shall arrange for compensation through DISTRICT for these special services.

9. **FINGERPRINTING REQUIREMENTS:**

a. Pursuant to California Education Code section 45125.1 (d), before any agent, employee, or volunteer of CITY may enter school grounds where they may have any contact with pupils, CITY shall have on record written verification of fingerprint and TB clearance of its employees and volunteers. CITY shall not permit any employee to come in contact with pupils of DISTRICT until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1.

10. **INDEMNIFICATION:** CITY and DISTRICT each agree to hold harmless, defend and indemnify the other from and against any claims, actions, costs, losses, damages or liability of any kind, including death or injury to any person or damage to any property arising out of their duties, acts or omissions, or those of their respective officers, employees, volunteers or agents, pursuant to this Agreement, including any negligent or intentional acts on their part. This indemnification specifically includes, but is not limited to, any claims that may be made against CITY arising out of the transportation by the DISTRICT of pupils to CITY's program sites, claims made against DISTRICT or the CITY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, any claims made against DISTRICT or CITY alleging civil rights violations by CITY or DISTRICT under Government Code Section 12920 et seq. (California Fair Employment and Housing Act), and any overtime pay or compensatory time DISTRICT is required to grant in case CITY is in breach of section 1. This indemnification obligation shall continue in full force and effect beyond term of this Agreement or any extension of this Agreement.

11. **TERMINATION:** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law under this Agreement.

a. **Without Cause:** Either party shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

b. **With Cause:** This Agreement may be terminated by either party should the other party:

- (i) be adjudged a bankrupt, or
- (ii) become insolvent or have a receiver appointed, or
- (iii) make a general assignment for the benefit of creditors, or
- (iv) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this

Agreement, or

- (v) materially breach this Agreement.

For any of the occurrences except item (v), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not remedied within that five (5) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

If the nature of the breach is such that it cannot be cured within that five (5) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

c. Effects of Termination: Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

12. **AGREEMENT REPRESENTED:** This Agreement represents the Agreement between DISTRICT and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

13. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

14. **NOTICES:** CITY's representative for the administration of this Agreement shall be the Recreation Manager. DISTRICT's representative for the administration of this Agreement shall be the Superintendent or Designee of DISTRICT. Any notice that either party desires to give in connection with this Agreement shall be in writing and shall be served by personal delivery, facsimile transmission or first class mail to the specified representatives as follows:

**DISTRICT:**

Superintendent  
Visalia Unified School District  
5000 W. Cypress  
Visalia, CA 93277  
Fax No. (559) 625-2634  
Telephone No. (559) 730-7522

**CITY:**

Recreation Manager  
City of Visalia – Parks and Recreation Department  
345 N. Jacob St.  
Visalia, CA 93291  
Fax No. (559) 713-4819  
Telephone No. (559) 713-4365

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing.

15. **CONSTRUCTION:** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

16. **NO THIRD PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

17. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the law of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made in and is to be performed in the County of Tulare, California.

18. **WAIVERS:** The failure of either party to insist on strict compliances with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

19. **EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

20. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflict provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

21. **FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.

22. **ASSURANCES OF NON-DISCRIMINATION:** CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristics or condition upon which discrimination is prohibited by state or federal law or regulation.

23. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, DISTRICT is relying on the personal skill, expertise, training and experience of CITY and CITY's employees and no part of this Agreement may be assigned or subcontracted by either party without written consent of the other party.

24. **TERM:** This Agreement shall become effective July 1st, 2009 and shall terminate on June 30th, 2010, unless terminated earlier as provided in this Agreement.

THE PARTIES, having read and considered the above positions, indicate their Agreement by their authorized signatures below.

VISALIA UNIFIED SCHOOL DISTRICT

BY \_\_\_\_\_

Superintendent  
DISTRICT

**CITY OF VISALIA**

BY \_\_\_\_\_

City Manager  
CITY





## Agenda Item Transmittal

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9f

**Agenda Item Wording:** Authorize the City Manager to execute a new contract with the Tulare County Office of Education for the lease of the Manuel F. Hernandez Community Center and the Fairview Community Center for the Tulare County First Five Pre-School Program.

**Deadline for Action:** N/A

**Submitting Department:** Parks & Recreation

**Contact Name and Phone Number:** John Bradley, Recreation Supervisor 713-4585

### Department Recommendation:

Staff recommends that the City Council authorize the City Manager to execute a new agreement with Tulare County Office of Education for the lease of the Fairview and Manuel F. Hernandez Community centers for the purpose of providing pre-school programs.

### Summary/background:

The City of Visalia has had a long partnership with the Tulare County Office of Education (TCOE) for the purpose of providing pre-school programming for families in Visalia. This relationship has consisted in TCOE leasing facility space at the Manuel F. Hernandez and Fairview Community Centers.

The current contract with TCOE started June 22, 2005 and expired June 30, 2009. This new contract will allow the continued facility use from 2009-2014 with an additional 5 year extension provision.

The City currently receives rental revenue from the lease of these two community centers. Under this new agreement, the use of the Fairview Center will generate \$28,125 and the Manuel F. Hernandez Community Center will generate \$15,230 for the leased space during the 2009-10 fiscal year. This lease agreement allows an annual increase based on the "California Consumer Price Index, All Items, All Urban Consumers".

### Prior Council/Board Actions:

#### 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.

Approved a five-year agreement with Tulare County Office of Education to lease portions of the Manuel F. Hernandez and Fairview Community Centers on June 22, 2005.

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

**Alternatives:**

**Attachments:**

*Attachment A* – Draft Lease Agreement- Fairview Community Center

*Attachment B* – Draft Lease Agreement- Manuel F. Hernandez Community Center *Attachment C* – Past

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

Staff recommends that the City Council authorize the City Manager to execute a new agreement with Tulare County Office of Education for the lease of the Fairview and Manuel F. Hernandez Community centers for the purpose of providing pre-school programs.

***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:

TULARE COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
CITY OF VISALIA / MANUEL F. HERNANDEZ COMMUNITY CENTER  
LEASE AGREEMENT

1. DATE: This Lease is made and entered into in duplicate original as of the 1<sup>st</sup> day of July, 2009.
2. PARTIES: By and between CITY OF VISALIA, hereinafter referred to as the LESSOR, and Tulare County Superintendent of Schools for its Child Care Educational Program., hereinafter referred to as the LESSEE.
3. PREMISES: The property subject to this Lease is that building and premises located at 247 West Ferguson, Visalia, California, unfurnished.
4. TERM: The term of this Lease is five (5) years, commencing July 1, 2009, and terminating June 30, 2014.
5. RENTAL: Lessee shall pay to the LESSOR the total annual sum of \$15,230.36 for the LEASE term. Payments will be made quarterly, in advance. Rent to be adjusted annually using the California Consumer Price Index for Urban Consumers as published by the California Department of Public Relations.
6. OPTION TO RENEW: LESSOR & LESSEE shall have the right and option to renew this Lease on all the provisions contained herein, excepting as to rental, for one additional five-year period (extended term) following expiration of the initial lease term, by giving written notice of the exercise of such option(s) (option notice) to LESSOR at least ninety (90) days prior to the expiration of the initial lease term or the expiration of the first option period, as the case may be; provided, however, that in the event that LESSEE is in default on the date of giving such option notice, the option notice shall be totally ineffective, or if LESSEE is in default on the date the extended term(s) are to commence, the extended term(s) shall not commence and this Lease shall expire at the end of the initial lease term or the end of the first extended term, as the case may be. The parties shall have thirty (30) days after LESSOR receives the written option notice in which to agree on monthly rent during each additional term. If the parties agree on monthly rent for the additional term(s) during that period, they shall immediately execute an amendment to this Lease stating the monthly rent. If for any reason the parties are unable to agree on the monthly rent for the additional term(s) within that period, the option notice shall be of no effect and this Lease shall expire at the end of the initial term or end of the extended first term as the case may be. Neither party to this Lease shall have the right to have a court or other third party determine the monthly rent.
7. EARLY TERMINATION: This Lease may be terminated prior to the date specified in



paragraph four of this Lease Agreement under any of the following circumstances. In the event of termination of this Lease as provided herein, the LESSOR and LESSEE shall be under no further obligation or liability to each other by reason of the Agreement, and any prior rental payments will be prorated accordingly. Any rents due to LESSOR will be paid through the effective date of termination of this Agreement.

a. Loss of Funding: It is understood that LESSEE is dependent upon funds from other Governmental and private sources. If a reduction in such funding renders LESSEE unable to maintain its program, LESSEE shall have the right to terminate this Lease by providing LESSOR with ninety (90) days prior written notice. The determination as to whether sufficient funds are available to operate shall be within the sole discretion of LESSEE.

b. Expansion of Program: If an increase in available funding allows LESSEE to expand its Program to such an extent that the premises are no longer adequate to house the Program activities, LESSEE shall have the right to terminate this Lease by providing LESSOR with ninety (90) days prior written notice. The determination as to whether the premises provide adequate space to house the Program shall be within the sole discretion of LESSEE.

c. Mutual Consent: Both parties may terminate this Lease Agreement at any time by written consent.

8. TAXES, INSURANCE AND UTILITY CHARGES: LESSEE will pay promptly, when and as the same shall become due and payable, all rates, tolls and charges for telephone service, that shall be used by said LESSEE on said premises. LESSEE understands and agrees that they will pay, as part of the monthly rental charge, a proportional share of utility and yard service based on total square footage. LESSEE shall pay all taxes levied or assessed upon all personal property and fixtures owned by LESSEE and located in said premises. Insurance for the personal property contents of the leased premises shall be the responsibility of the LESSEE to procure. LESSOR shall be responsible for keeping the building and premises insured for their fair market value during the entire term hereof.

LESSOR will pay all real property taxes and assessments levied upon the premises by whatever governmental entity during the term hereof.

9. WASTE: LESSEE shall not commit any waste or suffer any waste to be committed to the leased premises. At all time during the lease term, LESSEE shall keep and maintain said premises in a good, clean and sanitary condition. LESSEE will not cause, suffer or permit any nuisance to exist on said premises at any time during said term. LESSEE will conform to, comply with and faithfully obey all local ordinances, and all laws of the State of California, and of the United States of America in any way affecting the use or occupation of said premises.

LESSEEs taking possession of the premises on the commencement of the lease term shall constitute LESSEEs acknowledgment that the premises are in good condition. LESSEE shall be responsible for the maintenance of the grounds and parking areas at LESSEEs own expense.

10. IMPROVEMENTS AND ALTERATIONS: LESSEE shall have the right to remodel and make such improvements or alterations to the interior of the leased premises as LESSEE shall desire for the proper and efficient operation of LESSEE's business; provided, however, that no alterations or changes shall be made without the prior written consent of LESSOR; and, provided further, that any and all such improvements and alterations shall be made at the sole cost and expense of LESSEE. All such improvements and alterations shall conform to building codes and zoning regulations now or hereafter legally effective and promulgated by appropriate governmental authority. All such improvements or alterations shall, at the expiration of the term hereof, be and remain in the leased premises and become the property of said LESSOR; provided, however, that LESSEE shall have the right to remove all trade fixtures which LESSEE may own or place in the leased premises during the lease term, provided that LESSEE shall not then be in default in the performance of any of the terms of this Lease, that any such removal shall be effected before the expiration of the lease term, and that all damage caused to the leased premises by such removal shall be repaired by LESSEE on or before the expiration of the term hereof.

11. LIENS: LESSEE will not cause, suffer or permit any lien provided for by the Civil Code of the State of California, relating to liens of mechanics and others upon real property, to attach to or to be impressed upon, or to be filed or recorded against the leased premises or any part thereof, and the LESSOR reserves and has the right to post and maintain on said premises any and all notices of non-responsibility that LESSOR may deem necessary or proper to protect LESSOR's title in and to said premises against any such liens.

12. REPAIRS: LESSEE shall keep and maintain said premises in as good order, condition and repair as reasonable use and wear thereof will permit. LESSOR will be responsible for major maintenance and repairs, including, but not limited to, replacement of roofs, exterior walls, floors, foundations, electrical fixtures, heating and cooling systems and plumbing systems. All such work shall be done so far as practical in such a manner and time as to avoid interference with the LESSEE'S use of the leased property. Major repairs, which are the responsibility of the LESSOR, shall be made only after at least 24 hours notice to LESSEE. LESSOR represents that when LESSEE takes possession of the premises, all plumbing and electrical will be in good working condition. AT the end of the term, or on the sooner termination of this Lease, LESSEE shall quit and surrender said premises to LESSOR in as good order, condition and repair as reasonable use and wear thereof will permit, damage by the elements excepted.

13. INSPECTION: LESSOR, or LESSOR's agents, shall have the right of ingress and egress from the leased premises at all reasonable times during the lease term for the purpose of inspecting the same. LESSEE must comply with State of California required regular playground inspections. LESSEE must maintain daily health and safety checklist inspections leading to monthly summaries, assuring that all equipment is safe and secure. The LESSEE must document all repairs in a playground inspection report available upon request by the LESSOR. The LESSOR must also have annual inspections by Certified Playground Safety Inspectors.

14. DESTRUCTION OF BUILDING: In the event the leased premises shall be totally destroyed by fire, or other casualty, this Lease and the term hereof shall immediately terminate,

and in the event any portion of said premises, less than the whole thereof, shall be destroyed or rendered unfit for use by fire, or other casualty, or from any cause other than the acts of the LESSEE, or LESSEEs agents, servants or employees, then and in that event, the portion thereof so destroyed, or rendered unfit for use shall be promptly replaced or repaired by the LESSOR, and during the time required for the replacement or repair of the portion of said building so destroyed or rendered unfit for use, as aforesaid, said LESSEE shall be entitled to a reduction based on usable space in the rents payable pursuant to the terms hereof, which said reduction in rents shall be proportionate to the extent that said premises shall be rendered unfit for use, as aforesaid; provided, however, that in the event the replacement or repair of the portion of the premises the event the replacement or repair of the portion of the premises so destroyed or rendered unfit for use, as aforesaid, shall require the expenditure of more than one-half (2) of the then fair market value of said premises, LESSOR shall have the right, at LESSORs option, to cancel this Lease, and in the event said LESSOR shall so elect to cancel this Lease, and in the event said LESSOR shall so elect to cancel this Lease, LESSOR shall be under no obligation to replace or repair the portion of the premises so destroyed or rendered unfit for use, as aforesaid, and said LESSEE shall thereupon remove from said premises, and LESSOR shall be entitled to retain all rents theretofore paid to LESSOR by said LESSEE, and said LESSEE shall be entitled to the return of any then prepaid rental hereunder; provided, however, that in no event shall said LESSEE be entitled to any damages for any loss occasioned by injury to or destruction of said leased premises.

15. INDEMNIFICATION: LESSOR shall not be liable in any manner for any loss, damage or injury to the person or property of said LESSEE, or LESSEEs agents or employees, or to persons invited or permitted by said LESSEE to come upon or about the leased premises, or to any other person, by reason of anything done, permitted to be done or suffered, or omitted to be done by said LESSEE, or LESSEEs agents or employees. LESSEE agrees to indemnify and save harmless LESSOR from any and all such liability, damage, cost and expense, to protect LESSOR against any claim therefore, to defend LESSOR against any such claim that may be made, or any action that may be brought against said LESSOR, and to pay all costs, attorneys fees and expenses of such protection and defense. LESSEE agrees to maintain a policy of premises liability insurance in a company acceptable to LESSOR covering both LESSEE and LESSOR, as an additional insured, in an amount of not less than \$1,000,000.00 for each person and \$500,000.00 property damage during the term of this Lease. LESSOR represents that it is not aware of any pre-existing environmental problems as to the leased premises, and will indemnify and hold harmless LESSEE from any such pre-existing environmental problems if found. Landlord agrees to promptly notify Tenant of any communication received from any governmental entity concerning hazardous substances or the violation of environmental laws that relate to the premises.

16. USE OF PREMISES: LESSEE will use the leased premises for the purpose of carrying out the needs of the program, and for no other business or purpose whatsoever without the written consent of LESSOR. Leased space is defined as storage closet, use of kitchen during operating hours and Classroom/outdoor play area. LESSOR shall not use areas outside of leased premises for own purposes. LESSOR has the rights to utilize the kitchen for LESSOR sponsored events. While the kitchen is used for said events, the space will be supervised by LESSOR

representative to assure security of LESSEE equipment.

17. ASSIGNMENT AND SUBLEASE: LESSEE shall not assign this Lease or any interest herein, or let or sublet the leased premises or any part thereof, without first obtaining the written consent of the LESSOR to do so. A consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting hereunder. LESSOR agrees not to unreasonably withhold such consent.

18. DEFAULT: In the event of any breach of this Lease by LESSEE, then LESSOR, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises, subject to ten (10) days prior written notice to LESSEE. If LESSOR elects to terminate the LESSEEs rights because of a breach of the Lease, or if LESSOR elects to terminate LESSEEs right to possession due to LESSEEs abandonment of the premises before the end of the term, then in either such case, LESSOR may recover from LESSEE all damages suffered by LESSOR as the result of LESSEEs failure to perform LESSEEs obligations hereunder, including but not limited to, the worth at the time of award by a court of law of the amount by which the unpaid rent for the balance of the lease term after the time of award exceeds the amount of such rental loss that the LESSEE proves could be reasonably avoided.

As provided in California Civil Code ' 1951.4, in the event that LESSEE breaches this Lease and abandons the property, this Lease will continue in effect for so long as LESSOR does not terminate the LESSEEs right of possession; and the LESSOR may enforce all of LESSORs rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. For the purposes of this paragraph, the following do not constitute a termination of LESSEEs right to possession:

- a. Acts of maintenance or preservation or efforts to re-let the property; and
- b. The appointment of a receiver upon initiative of LESSOR to protect LESSORs interest under this Lease.

19. ATTORNEYS FEES: In the event that it shall become necessary for either party to institute legal proceedings of any kind or character in order to compel performance of any of the covenants or conditions herein contained, the prevailing party shall have and recover all reasonable attorneys fees incurred in connection with such legal proceedings.

20. SIGNS: LESSEE shall comply with all local sign ordinances.

21. HOLDING OVER: Any holding over of said premises after default made by said LESSEE shall be deemed an unlawful detainer by LESSEE, and any holding over after the term hereof (or extended term(s) if exercised) shall be deemed to be tenancy from month to month.

22. BANKRUPTCY: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of the LESSEE, or (b) a general assignment by LESSEE for the benefit of creditors, or (c) any action taken or suffered by LESSEE under any insolvency or bankruptcy act shall, at the option of the LESSOR, constitute a breach of the Lease by the



LESSEE

23. CONDEMNATION: If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible for occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that the LESSEE shall be required to pay for the remainder of the term only such portion of such rent as to the value of the part remaining after the condemnation bears to the value of the entire premises at the date of condemnation. If all of the leased premises, or such part thereof be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this Lease shall thereupon terminate. If a part or all of the leased premises be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the LESSOR and the LESSEE shall have no claim thereto, and the LESSEE hereby irrevocably assigns and transfers to the LESSOR any right to compensation or damages to which the LESSEE may become entitled during the term hereof by reason of the condemnation of all, or a part of the leased premises.

24. QUIET POSSESSION: LESSOR shall place LESSEE in the peaceful and undisturbed possession of the leased premises at the commencement of the term hereof, and LESSEE performing and observing all of the conditions and covenants on LESSEEs part to be performed, LESSOR shall secure to LESSEE the quiet and peaceful possession of the leased premises during the term hereof against all persons claiming the same.

25. TIME OF ESSENCE: Time is of the essence of each and every covenant herein contained.

26. WAIVER OF BREACH: In the event LESSOR shall waive one or more breaches of any of the terms of this Lease, LESSOR shall not thereafter be precluded from preventing any further breaches of any of said terms, nor from enforcing a strict performance of each and all of said terms thereafter to be paid, kept or performed. Each and all of the rights and remedies herein given to LESSOR are cumulative and the election of LESSOR to proceed under any one or any number of such remedies shall in no manner abrogate LESSORs right to maintain or enforce any or all of the remaining rights or remedies herein given to LESSOR.

27. BINDS SUCCESSORS: This Lease and the provisions hereof shall inure to the benefit of and shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

28. MODIFICATION: This Lease is not subject to modification except in writing.

29. DELINQUENT RENTAL: Any sum accruing to LESSOR under the terms of this Lease which shall not be paid to LESSOR when due shall bear interest at the rate of ten percent (10%) per annum until paid in full.

30. NOTICES: All notices, demands and requests from LESSEE to LESSOR shall be given to LESSOR at 345 N. Jacob Street, Visalia, California 93291, or personally served. All notices, demands and requests from LESSOR to LESSEE shall be given to LESSEE at Post

Office Box 5091, Visalia, California 93278-5091 or personally served.

31. ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, whether to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

32. VALIDITY: If any term or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in force and effect and shall in no way be affected, impaired or invalid.

33. AUTHORITY: If either party is a corporation, trust or general or limited partnership, all individuals executing the Lease on behalf of that entity represent that they are authorized to execute and deliver this Lease on behalf of that entity.

34. SIGNATURES: IN WITNESS WHEREOF, the parties have executed this Lease the day and year first hereinbefore written.

Date: \_\_\_\_\_

City of Visalia

By \_\_\_\_\_

LESSOR

Title \_\_\_\_\_

LESSOR

Date: \_\_\_\_\_

Tulare County Superintendent of Schools

By \_\_\_\_\_

Title \_\_\_\_\_

LESSEE

TULARE COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
CITY OF VISALIA / FAIRVIEW VILLAGE DAYCARE  
LEASE AGREEMENT

1. DATE: This Lease is made and entered into in duplicate original as of the 1<sup>st</sup> day of July, 2009.
2. PARTIES: By and between CITY OF VISALIA, hereinafter referred to as the LESSOR, and Tulare County Superintendent of Schools for its Child Care Educational Program., hereinafter referred to as the LESSEE.
3. PREMISES: The property subject to this Lease is that building and premises located at 2645 N. Conyer, Visalia, California, unfurnished.
4. TERM: The term of this Lease is five (5) years, commencing July 1, 2009, and terminating June 30, 2014.
5. RENTAL: Lessee shall pay to the LESSOR the total annual sum of \$28, 124.64 for the LEASE term. Payments will be made quarterly, in advance. Rent to be adjusted annually using the California Consumer Price Index for Urban Consumers as published by the California Department of Public Relations.
6. OPTION TO RENEW: LESSOR & LESSEE shall have the right and option to renew this Lease on all the provisions contained herein, excepting as to rental, for one additional five-year period extended term following expiration of the initial lease term, by giving written notice of the exercise of such option(s) (option notice) to LESSOR at least ninety (90) days prior to the expiration of the initial lease term or the expiration of the first option period, as the case may be; provided, however, that in the event that LESSEE is in default on the date of giving such option notice, the option notice shall be totally ineffective, or if LESSEE is in default on the date the extended term(s) are to commence, the extended term(s) shall not commence and this Lease shall expire at the end of the initial lease term or the end of the first extended term, as the case may be. The parties shall have thirty (30) days after LESSOR receives the written option notice in which to agree on monthly rent during each additional term. If the parties agree on monthly rent for the additional term(s) during that period, they shall immediately execute an amendment to this Lease stating the monthly rent. If for any reason the parties are unable to agree on the monthly rent for the additional term(s) within that period, the option notice shall be of no effect and this Lease shall expire at the end of the initial term or end of the extended first term as the case may be. Neither party to this Lease shall have the right to have a court or other third party determine the monthly rent.
7. EARLY TERMINATION: This Lease may be terminated prior to the date specified in

paragraph four of this Lease Agreement under any of the following circumstances. In the event of termination of this Lease as provided herein, the LESSOR and LESSEE shall be under no further obligation or liability to each other by reason of the Agreement, and any prior rental payments will be prorated accordingly. Any rents due to LESSOR will be paid through the effective date of termination of this Agreement.

- a. Loss of Funding: It is understood that LESSEE is dependent upon funds from other Governmental and private sources. If a reduction in such funding renders LESSEE unable to maintain its program, LESSEE shall have the right to terminate this Lease by providing LESSOR with ninety (90) days prior written notice. The determination as to whether sufficient funds are available to operate shall be within the sole discretion of LESSEE.
- b. Expansion of Program: If an increase in available funding allows LESSEE to expand its Program to such an extent that the premises are no longer adequate to house the Program activities, LESSEE shall have the right to terminate this Lease by providing LESSOR with ninety (90) days prior written notice. The determination as to whether the premises provide adequate space to house the Program shall be within the sole discretion of LESSEE.
- c. Mutual Consent: Both parties may terminate this lease Agreement at any time by written mutual consent.

8. TAXES, INSURANCE AND UTILITY CHARGES: LESSEE will pay promptly, when and as the same shall become due and payable, all rates, tolls and charges for telephone service, that shall be used by said LESSEE on said premises. LESSEE shall furnish at its own expense custodial care of the leased premises. LESSEE shall pay for all utility services furnished to said premises. LESSEE shall pay all taxes levied or assessed upon all personal property and fixtures owned by LESSEE and located in said premises. Insurance for the personal property contents of the leased premises shall be the responsibility of the LESSEE to procure. LESSOR shall be responsible for keeping the building and premises insured for their fair market value during the entire term hereof

LESSOR will pay all real property taxes and assessments levied upon the premises by whatever governmental entity during the term hereof.

9. WASTE: LESSEE shall not commit any waste or suffer any waste to be committed to the leased premises. At all time during the lease term, LESSEE shall keep and maintain said premises in a good, clean and sanitary condition. LESSEE will not cause, suffer or permit any nuisance to exist on said premises at any time during said term. LESSEE will conform to, comply with and faithfully obey all local ordinances, and all laws of the State of California, and of the United States of America in any way affecting the use or occupation of said premises. LESSEEs taking possession of the premises on the commencement of the lease term shall constitute LESSEEs acknowledgment that the premises are in good condition. LESSEE shall be responsible for the maintenance of the grounds and parking areas at LESSEEs own expense.

10. IMPROVEMENTS AND ALTERATIONS: LESSEE shall have the right to remodel and make such improvements or alterations to the interior of the leased premises as LESSEE shall desire for the proper and efficient operation of LESSEE's business; provided, however, that no alterations or changes shall be made without the prior written consent of LESSOR; and, provided further, that any and all such improvements and alterations shall be made at the sole cost and expense of LESSEE. All such improvements and alterations shall conform to building codes and zoning regulations now or hereafter legally effective and promulgated by appropriate governmental authority. All such improvements or alterations shall, at the expiration of the term hereof, be and remain in the leased premises and become the property of said LESSOR; provided, however, that LESSEE shall have the right to remove all trade fixtures which LESSEE may own or place in the leased premises during the lease term, provided that LESSEE shall not then be in default in the performance of any of the terms of this Lease, that any such removal shall be effected before the expiration of the lease term, and that all damage caused to the leased premises by such removal shall be repaired by LESSEE on or before the expiration of the term hereof.

11. LIENS: LESSEE will not cause, suffer or permit any lien provided for by the Civil Code of the State of California, relating to liens of mechanics and others upon real property, to attach to or to be impressed upon, or to be filed or recorded against the leased premises or any part thereof, and the LESSOR reserves and has the right to post and maintain on said premises any and all notices of non-responsibility that LESSOR may deem necessary or proper to protect LESSOR's title in and to said premises against any such liens.

12. REPAIRS: LESSEE shall keep and maintain said premises in as good order, condition and repair as reasonable use and wear thereof will permit. LESSOR will be responsible for major maintenance and repairs, including, but not limited to, replacement of roofs, exterior walls, floors, fencing, foundations, electrical fixtures, heating and cooling systems, irrigation and plumbing systems. All such work shall be done so far as practical in such a manner and time as to avoid interference with the LESSEE'S use of the leased property. Major repairs, which are the responsibility of the LESSOR, shall be made only after at least 24 hours notice to LESSEE. LESSOR represents that when LESSEE takes possession of the premises, all plumbing and electrical will be in good working condition. AT the end of the term, or on the sooner termination of this Lease, LESSEE shall quit and surrender said premises to LESSOR in as good order, condition and repair as reasonable use and wear thereof will permit, damage by the elements excepted.

13. INSPECTION: LESSOR, or LESSOR's agents, shall have the right of ingress and egress from the leased premises at all reasonable times during the lease term for the purpose of inspecting the same. LESSEE must comply with State of California required regular playground inspections. LESSEE must maintain daily health and safety checklist inspections leading to monthly summaries, assuring that all equipment is safe and secure. The LESSEE must document all repairs in a playground inspection report available upon request by the LESSOR. The LESSOR must also have annual inspections by Certified Playground Safety Inspectors.



The LESSEE is responsible for routine maintenance of irrigation, building, parking lot lights, parking lot & facility grounds. The LESSOR will select plant varieties for parking lot planters. LESSEE has the responsibility to maintain plants, install wood chips and removed excess dirt in parking lot planters.

14. DESTRUCTION OF BUILDING: In the event the leased premises shall be totally destroyed by fire, or other casualty, this Lease and the term hereof shall immediately terminate, and in the event any portion of said premises, less than the whole thereof, shall be destroyed or rendered unfit for use by fire, or other casualty, or from any cause other than the acts of the LESSEE, or LESSEEs agents, servants or employees, then and in that event, the portion thereof so destroyed, or rendered unfit for use shall be promptly replaced or repaired by the LESSOR, and during the time required for the replacement or repair of the portion of said building so destroyed or rendered unfit for use, as aforesaid, said LESSEE shall be entitled to a reduction based on usable space in the rents payable pursuant to the terms hereof, which said reduction in rents shall be proportionate to the extent that said premises shall be rendered unfit for use, as aforesaid; provided, however, that in the event the replacement or repair of the portion of the premises the event the replacement or repair of the portion of the premises so destroyed or rendered unfit for use, as aforesaid, shall require the expenditure of more than one-half (2) of the then fair market value of said premises, LESSOR shall have the right, at LESSORs option, to cancel this Lease, and in the event said LESSOR shall so elect to cancel this Lease, and in the event said LESSOR shall so elect to cancel this Lease, LESSOR shall be under no obligation to replace or repair the portion of the premises so destroyed or rendered unfit for use, as aforesaid, and said LESSEE shall thereupon remove from said premises, and LESSOR shall be entitled to retain all rents theretofore paid to LESSOR by said LESSEE, and said LESSEE shall be entitled to the return of any then prepaid rental hereunder; provided, however, that in no event shall said LESSEE be entitled to any damages for any loss occasioned by injury to or destruction of said leased premises.

15. INDEMNIFICATION: LESSOR shall not be liable in any manner for any loss, damage or injury to the person or property of said LESSEE, or LESSEEs agents or employees, or to persons invited or permitted by said LESSEE to come upon or about the leased premises, or to any other person, by reason of anything done, permitted to be done or suffered, or omitted to be done by said LESSEE, or LESSEEs agents or employees. LESSEE agrees to indemnify and save harmless LESSOR from any and all such liability, damage, cost and expense, to protect LESSOR against any claim therefore, to defend LESSOR against any such claim that may be made, or any action that may be brought against said LESSOR, and to pay all costs, attorneys= fees and expenses of such protection and defense. LESSEE agrees to maintain a policy of premises liability insurance in a company acceptable to LESSOR covering both LESSEE and LESSOR, as an additional insured, in an amount of not less than \$1,000,000.00 for each person and \$500,000.00 property damage during the term of this Lease. LESSOR represents that it is not aware of any pre-existing environmental problems as to the leased premises, and will indemnify and hold harmless LESSEE from any such pre-existing environmental problems if found. Landlord agrees to promptly notify Tenant of any communication received from any

governmental entity concerning hazardous substances or the violation of environmental laws that relate to the premises.

16. USE OF PREMISES: LESSEE will use the leased premises for the purpose of carrying out the needs of the program, and for no other business or purpose whatsoever without the written consent of LESSOR. Leased space is defined as use of the entire facility, playground, grounds, and parking lot.

17. ASSIGNMENT AND SUBLEASE: LESSEE shall not assign this Lease or any interest herein, or let or sublet the leased premises or any part thereof, without first obtaining the written consent of the LESSOR to do so. A consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting hereunder. LESSOR agrees not to unreasonably withhold such consent.

18. DEFAULT: In the event of any breach of this Lease by LESSEE, then LESSOR, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises, subject to ten (10) days prior written notice to LESSEE. If LESSOR elects to terminate the LESSEEs rights because of a breach of the Lease, or if LESSOR elects to terminate LESSEEs right to possession due to LESSEEs abandonment of the premises before the end of the term, then in either such case, LESSOR may recover from LESSEE all damages suffered by LESSOR as the result of LESSEEs failure to perform LESSEEs obligations hereunder, including but not limited to, the worth at the time of award by a court of law of the amount by which the unpaid rent for the balance of the lease term after the time of award exceeds the amount of such rental loss that the LESSEE proves could be reasonably avoided.

As provided in California Civil Code ' 1951.4, in the event that LESSEE breaches this Lease and abandons the property, this Lease will continue in effect for so long as LESSOR does not terminate the LESSEEs right of possession; and the LESSOR may enforce all of LESSORs rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. For the purposes of this paragraph, the following do not constitute a termination of LESSEEs right to possession:

- a. Acts of maintenance or preservation or efforts to re-let the property; and
- b. The appointment of a receiver upon initiative of LESSOR to protect LESSORs interest under this Lease.

19. ATTORNEYS FEES: In the event that it shall become necessary for either party to institute legal proceedings of any kind or character in order to compel performance of any of the covenants or conditions herein contained, the prevailing party shall have and recover all reasonable attorneys= fees incurred in connection with such legal proceedings.

20. SIGNS: LESSEE shall comply with all local sign ordinances.

21. HOLDING OVER: Any holding over of said premises after default made by said LESSEE shall be deemed an unlawful detainer by LESSEE, and any holding over after the term

hereof (or extended term(s) if exercised) shall be deemed to be tenancy from month to month.

22. BANKRUPTCY: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of the LESSEE, or (b) a general assignment by LESSEE for the benefit of creditors, or (c) any action taken or suffered by LESSEE under any insolvency or bankruptcy act shall, at the option of the LESSOR, constitute a breach of the Lease by the LESSEE.

23. CONDEMNATION: If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible for occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that the LESSEE shall be required to pay for the remainder of the term only such portion of such rent as to the value of the part remaining after the condemnation bears to the value of the entire premises at the date of condemnation. If all of the leased premises, or such part thereof be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this Lease shall thereupon terminate. If a part or all of the leased premises be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the LESSOR and the LESSEE shall have no claim thereto, and the LESSEE hereby irrevocably assigns and transfers to the LESSOR any right to compensation or damages to which the LESSEE may become entitled during the term hereof by reason of the condemnation of all, or a part of the leased premises.

24. QUIET POSSESSION: LESSOR shall place LESSEE in the peaceful and undisturbed possession of the leased premises at the commencement of the term hereof, and LESSEE performing and observing all of the conditions and covenants on LESSEE=s part to be performed, LESSOR shall secure to LESSEE the quiet and peaceful possession of the leased premises during the term hereof against all persons claiming the same.

25. TIME OF ESSENCE: Time is of the essence of each and every covenant herein contained.

26. WAIVER OF BREACH: In the event LESSOR shall waive one or more breaches of any of the terms of this Lease, LESSOR shall not thereafter be precluded from preventing any further breaches of any of said terms, nor from enforcing a strict performance of each and all of said terms thereafter to be paid, kept or performed. Each and all of the rights and remedies herein given to LESSOR are cumulative and the election of LESSOR to proceed under any one or any number of such remedies shall in no manner abrogate LESSOR=s right to maintain or enforce any or all of the remaining rights or remedies herein given to LESSOR.

27. BINDS SUCCESSORS: This Lease and the provisions hereof shall inure to the benefit of and shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

28. MODIFICATION: This Lease is not subject to modification except in writing.

29. DELINQUENT RENTAL: Any sum accruing to LESSOR under the terms of this Lease which shall not be paid to LESSOR when due shall bear interest at the rate of ten percent (10%) per annum until paid in full.

30. NOTICES: All notices, demands and requests from LESSEE to LESSOR shall be given to LESSOR at PO Box 5078, Visalia, California 93278-5078, or personally served. All notices, demands and requests from LESSOR to LESSEE shall be given to LESSEE at Post Office Box 5091, Visalia, California 93278-5091 or personally served.

31. ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, whether to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

32. VALIDITY: If any term or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in force and effect and shall in no way be affected, impaired or invalid.

33. AUTHORITY: If either party is a corporation, trust or general or limited partnership, all individuals executing the Lease on behalf of that entity represent that they are authorized to execute and deliver this Lease on behalf of that entity.

34. SIGNATURES: IN WITNESS WHEREOF, the parties have executed this Lease the day and year first hereinbefore written.

Date: \_\_\_\_\_

City of Visalia

By \_\_\_\_\_  
LESSOR

Title \_\_\_\_\_  
LESSOR

Date: \_\_\_\_\_

Tulare County Superintendent of Schools

By \_\_\_\_\_  
LESEE

Title \_\_\_\_\_  
LESSEE





# City of Visalia Agenda Item Transmittal

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9g

**Agenda Item Wording:** Appointment of Matthew Owdom to the Historical Preservation Advisory Committee as an alternate member.

**Deadline for Action:** None

**Submitting Department:** Housing and Economic Development

**Contact Name and Phone Number:**

Ricardo Noguera, Director 713-4190  
Tim Burns, Neighborhood Preservation Manager 713-4172  
Tracy Robertshaw, Code Enforcement Technician 713-4187

**Department Recommendation:** It is recommended that Matthew Owdom be appointed by the City Council to fill the existing alternate vacancy on the Historical Preservation Advisory Committee effective immediately with the term expiring on December 31, 2010.

**Summary/background:** Pursuant to Visalia Municipal Code section 17.56.050 the Historical preservation Advisory Committee shall consist of 7 committee members and 2 alternates appointed by City Council to serve without compensation. All members are required to be residents of the City of Visalia throughout the term of service. There is currently 1 alternate member vacancy on the committee.

Committee members are tasked with the review of all proposed zoning actions (zone changes, conditional use permits, special zoning exceptions, planned unit developments and variances) within the historic district. The committee may recommend approval, conditional approval, modification or disapproval of an application based upon the expected impact of the proposed action on the historic or architectural significance of the affected structure(s), neighborhood, or the entire historic district. The committee's recommendation shall be forwarded to the planning commission for its consideration.

It is the duty of the committee to review all applications for planned development permits within the historic district for compliance with Historic preservation District Ordinance. Items subject to review are vehicular access, location and screening of parking, setbacks, location of service use areas, walls and landscaping. The committee may recommend approval, conditional approval,

**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     TB      
(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.

disapproval or re submittal of the planned development permit application. The committee's recommendation shall be forwarded to the site plan review committee for its consideration.

The committee shall review all applications for the construction or exterior alteration or enlargement of structures within the historic district or for structures located outside the district and listed as "exceptional" or "focus" structures on the local register. The committee shall have the authority to approve, modify or disapprove such applications before a building permit can be issued subject to the provisions of the Historic Preservation District Ordinance.

It is the duty of the committee to review all applications for sign permits within the historic district or for properties located outside the district that are listed as "exceptional" or "focus" on the local register. The committee may recommend approval or denial of the sign permit application based upon the proposed design and/or materials, but not upon the proposed size or location. Sign permits shall only be issued in compliance with the recommendation of the committee.

The committee reviews all applications for the moving or demolition of structures listed on the local register. The committee has the authority to approve, conditionally approve, or disapprove such applications subject to the provisions of the ordinance.

It is the duty of the committee to compile and update the historic survey and inventory and to nominate properties to the local register and the National register of Historic places.

On April 22, 2009 members of the committee reviewed potential member's applications, met the applicants and recommended appointment to the Citizens Advisory Committee.

On June 3, 2009 the Historic Preservation Advisory Committee's recommendation was presented to the Citizens Advisory Committee and approved for Council consideration.

**Prior Council/Board Actions:** None

**Committee/Commission Review and Actions:**

Approved by Historical Preservation Advisory Committee for further consideration of the Citizens Advisory Committee on April 22, 2009.

Approved by Citizens Advisory Committee for Council consideration on June 3, 2009.

**Alternatives:** The positions could remain vacant.

**Attachments:** Application of Matthew Owdom

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

I recommend that Council appoint Matthew Owdom to serve as an alternate member of the Historical Preservation 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:



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

Historic Preservation Committee (Alternate)  
Name of Board, Committee or Commission

Name Matthew D. Owdon

Mailing/Residence Address 627 N. Encina  
Visalia, CA. 93291 Residence Phone 476-6954\*

Zip Code 93291 Work Phone 738-5975\*

Email mdo@lauge-law.com Facsimile 738-5644

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 6 <sup>months</sup> 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:

In both my law practice and law school, I have focused on property and land-use law. I currently live in Visalia's historic district, and I am very interested in historic preservation law and revitalization of downtown and inner-city areas. Growing up, my father practiced historical preservation law, and has instilled an appreciation for historic building in me.

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
McGeorge School of Law UC Davis	Property Law Focus Political Science	Juris Doctorate - 2003 B.A. - 2005

Additional Pertinent Skills, Experience or Interests: I would be more than happy to offer any legal help to the Historic Preservation Committee or other

Community activities in which you are involved: Church. Historic Preservation courses on a pro bono basis.

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

**Employment Information:**

Present Occupation: Attorney  
Name of Firm: Law Offices of Michael T. Loupe  
Address: 188 W. Leuten Ave. Vernalia, CA.  
Phone: (559) 738-5975

Rules of law and ethics prohibit members from participating in and voting on matters in which they have a direct or indirect conflict of interest including a financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the Board, Committee or Commission to which you seek appointment? (If yes, please explain in detail any potential conflicts) YES \_\_\_\_\_ NO ✓  
(If you should have any questions about this matter or need further information as it relates to your situation, please advise the City Clerk's Office prior to submitting your application.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



FIRST choice for Board/Committee/Commission appointment: Historic Preservation 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?
<p>I live in Visalia's Historical District; I have a keen interest in property and land-use law; I am interested in historic preservation and downtown revitalization. I would be more than willing to provide pro bono legal work for any historic preservation cause.</p>	<ul style="list-style-type: none"> <li>- Assist in any way to maintain or enhance Visalia's Historical &amp; Downtown Districts.</li> <li>- Mobilize Historic homeowners to create better neighborhoods in the historic district.</li> <li>- Provide any pro bono legal work that is needed for the committee.</li> </ul>

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?

**PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION.**

ON OCCASION, BOARD/COMMITTEE/COMMISSION MEMBERS, CITY STAFF, AND/OR THE PUBLIC MAY HAVE NEED TO COMMUNICATE WITH YOU, PLEASE BE SURE TO NOTE ON YOUR APPLICATION THE BEST WAY TO CONTACT YOU (i.e. mailing address, phone number, or email address.)

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

  
\_\_\_\_\_  
Signature of Applicant

4/2/09  
\_\_\_\_\_  
Date

The following information will be used for statistical purposes only. This information is requested on a voluntary basis. If you have questions regarding this request, please contact the City Clerk's Office. Your application *will be* processed whether or not you complete these questions. Thank you for your assistance.

Male  Female

Ethnic Category: Check all categories that apply.

White

(The category "White" includes Whites, Anglo-Saxons, Europeans, and person of Indo-European, North Africa or Middle Eastern origin.)

Black

(The category "Black" includes Blacks, Afro-Americans, persons of Jamaican, Trinidadian, and West Indian descent.)

Hispanic

(The category "Hispanic" includes Mexican, Chicanos, Latino, and all persons of Puerto Rican, Cuban Central or South American or Spanish descent.)

American Indian

(The category "American Indian" includes persons who identify themselves, or are known as such, by virtue of tribal associations, including Alaskan Native.)

Asian

(The category "Asian" includes Asian-Americans and persons of Japanese, Chinese, Korean, Filipino descent, Pacific Islanders and Vietnamese.)

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

When completed mail/submit original to:

Office of the City Clerk  
City of Visalia  
425 E. Oak Ave., Ste. 301  
Visalia, CA 93291

## City of Visalia Agenda Item Transmittal

**Meeting Date:** July 13<sup>th</sup>, 2009

**Agenda Item Number (Assigned by City Clerk):** 9h

**Agenda Item Wording:** Accept Quitclaim Deeds relinquishing a 30-foot wide Modoc Ditch easement to the City. This easement is located on the south side of Ferguson Avenue (between Mooney Boulevard and Divisadero Street); authorize the City Manager to enter into an agreement and execute any additional documents necessary to affect the quitclaim of the acquired ditch easement back to the underlying landowners in exchange for a quitclaim from the owners to the City of the northernmost 10 feet of their property for landscaping and related street improvements; Authorize staff to offer the owners of two corner properties nominal reimbursements for additional right of way needed to install handicap ramps.

**Deadline for Action:** None

**Submitting Department:** Community Development Department/  
Engineering Division

**Contact Name and Phone Number:**

Chris Young, Assistant Community Dev. Director - 713-4392  
Adam Ennis, Engineering Services Manager - 713-4323

**Department Recommendation:** Accept Quitclaim Deeds relinquishing a 30-foot wide Modoc Ditch easement to City located on the south side of Ferguson Avenue between Mooney Boulevard and Divisadero Street; Authorize the City Manager to enter into an agreement and execute any additional documents necessary to affect the quitclaim of the acquired Ditch easement back to the underlying landowners in exchange for a quitclaim from the owners to the City of the northernmost 10 feet of their property for landscaping and related street improvements; Authorize staff to offer the owners of two corner properties nominal reimbursements for additional right of way needed to install handicap ramps.

**Summary:** Modoc Ditch Company had abandoned the use of its most southerly ditch branch several years ago. A segment of this abandoned ditch, which has an Easement width of thirty feet, is situated directly south of the recently constructed Ferguson Avenue between Divisadero Street and Mooney Blvd running east and west parallel to the center line of Ferguson Avenue. This Easement segment has been "Quit-Claimed" to the City by Modoc Ditch Company.

The City needs to utilize a the northern ten feet of this easement area in order to construct some collector street improvements such as block wall, sidewalk, etc. During a meeting with the property owners, they expressed their support of removing the abandoned ditch facilities and installing the block wall at the northern boundaries of their property. Therefore, City Staff is proposing to the property owners an agreement that will facilitate the land rights transfer

**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** N/A  
**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.

process and the construction of the proposed improvements. The City will also offer the owner of the property at the southeast corner of Ferguson Avenue and Mooney Blvd, and the owner of the property at the southwest corner of Ferguson Avenue and Divisadero Street a nominal reimbursement (up to \$1,500) for taking an additional 270 sq.ft and 232 sq.ft. of their properties respectively. The additional right of way is needed to construct handicap ramps at both of the intersections.

**Prior Council/Board Actions:** None.

**Committee/Commission Review and Actions:** On March, 2009, Modoc Ditch Company Board has taken an action delivering to the City the ditch company's rights in the abandoned ditch.

**Alternatives:** None

**Attachments:** Exhibit #1 – Location Map

**City Manager Recommendation:**

**Recommended Motion (and Alternative Motions if expected):** I hereby move to accept Quitclaim Deeds relinquishing a 30-foot wide Modoc Ditch easement to City located on the south side of Ferguson Avenue between Mooney Boulevard and Divisadero Street; Authorize the City Manager to enter into an agreement and execute any additional documents necessary to affect the quitclaim of the acquired Ditch easement back to the underlying landowners in exchange for a quitclaim from the owners to the City of the northernmost 10 feet of their property for landscaping and related street improvements; Authorize staff to offer the owners of two corner properties nominal reimbursements for additional right of way needed to install handicap ramps.

***Financial Impact***

**Funding Source:** N/A

Account Number:

**Budget Recap:**

Total Estimated cost:		New Revenue:	\$
Amount Budgeted:		Lost Revenue:	\$
New funding required:	\$ 0.00	New Personnel:	\$
Council Policy Change:	Yes _____ No <u>X</u>		

***Environmental Assessment Status***

**CEQA Review:**

Required? No  
Review and Action: Prior: Negative Declaration per Initial Study  
Require: None

**NEPA Review:**

Required? No  
Review and Action: Prior: None  
Require: None

**Tracking Information:** *Record Legal documents and agreements upon execution.*



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9i

**Agenda Item Wording:** Authorization for the City Manager to sign Amendment No. 1 to the Memorandum of Understanding by and between the City of Visalia and the Police Managers and Supervisors Association (City of Visalia Bargaining Group A), for the period of July 1, 2009 through June 30, 2010.

**Deadline for Action:**

**Submitting Department:** Administrative Services

**Contact Name and Phone Number:** Janice Avila, Human Resources Manager 713-4417

**Department Recommendation:** Authorize the City Manager to sign Amendment No. 1 to the Memorandum of Understanding by and between the City of Visalia and the Police Managers and Supervisors Association (City of Visalia Bargaining Group A) effective July 1, 2009 through June 30, 2010.

**Summary/background:**

In March of 2009, Council directed the City's negotiations team to begin meeting with the various employee bargaining units (Groups B (Police Officers and Agents), Group G (Visalia Fire Association), Group E (Miscellaneous Managers and Supervisors) and Group M (Miscellaneous Employees – Carpenter's Union) to ask them to agree to defer or concede all or part of their July 1, 2009, 4% salary increase called for in their current Memorandum of Understanding. As you know, ultimately none of these bargaining units agreed to give up the 4% salary increase.

Group A (Police Managers and Supervisors Association) was the only bargaining unit that had their Memorandum of Understanding ending on June 30, 2009, which required us to enter into negotiations with them for a new contract. The City's negotiations team and Group A have met and conferred in good faith to discuss their contract given City's economic conditions.

In showing their support and understanding of the fiscal challenges facing the City, Group A has said they will not ask for a salary range adjustment for their represented employees (Police Captains, Police Lieutenants and Police Sergeants) for the coming 2009/2010 Fiscal Year. Given the City's current financial constraints, staff would not have suggested and increase for

**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)

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this group. It should be noted, however, Group A classifications received an additional 2% salary adjustment in January 2008 as a result of a me-too clause in their MOU that afforded them the same increase as Group B. In essence, this Group has received 2% over an above any City employee during the period of July 2007 to June 2009.

In concert with not receiving an increase, they have asked that their represented employees not be subject to non-paid furlough days, during this period of time – FY 2009/10.

With the exception of the above items, all other terms and conditions of the existing MOU will remain in effect.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives: Attachments:**

**Recommended Motion (and Alternative Motions if expected:**  
Authorize the City Manager to sign Amendment No. 1 to the Memorandum of Understanding by and between the City of Visalia and the Police Managers and Supervisors Association (City of Visalia Bargaining Group A) for the period of July 1, 2009 through June 30, 2010.

***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:

**MEMORANDUM OF UNDERSTANDING**

**By and Between the City of Visalia  
And the  
Police Managers and Supervisors Association  
(City of Visalia Employee Bargaining Group A)**

**AMENDMENT NO. 1**

This AMENDMENT NO. 1 to the Memorandum of Understanding covering the March 31, 2007 through June 30, 2009 period (hereinafter "MOU") by and between the City of Visalia (hereinafter "CITY") and the Police Managers and Supervisors Association (hereinafter "GROUP A"), is entered into this 13th day of July, 2009.

**RECITALS**

**WHEREAS**, the parties described above have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the GROUP A bargaining unit, have freely exchanged information, opinions and proposals and have reached agreement on the following matters relating to the employment conditions and employer-employee relations of such employees; and

**WHEREAS**, this AMENDMENT NO. 1 shall amend the terms of the existing MOU only as provided herein, and in no other way modify, change, alter, diminish, or increase the existing terms and/or conditions of the MOU.

**NOW THEREFORE**, in consideration of the foregoing promises and the mutual covenants herein contained, the CITY and GROUP A agree as follows:

**AGREEMENT**

**ARTICLE 6, Section 1 a-d: Wages and Salaries** is repealed in its entirety and the salary ranges for classifications covered under this MOU will remain in effect during the term of this Amendment.

**ARTICLE 21: TERM OF CONTRACT** is amended to consist exclusively of the following paragraph:

This Memorandum of Understanding was originally for a period of two years commencing on March 31, 2007 and ending on June 30, 2009. As a result of the parties' good-faith negotiations the parties voluntarily agree to extend this Memorandum of Understanding and its terms, as amended, through and including June 30, 2010. The parties agree to

commence negotiations on the successor agreement no less than sixty (60) days prior to the expiration date of this amended Memorandum of Understanding.

The following paragraphs shall be added after Article 21:

**ARTICLE 22: BUDGET PRIORITIES**

The parties agree that, for the period of this AMENDMENT NO. 1, no GROUP A member shall be subject to non-paid furloughs.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date stated below.

FOR THE CITY OF VISALIA

FOR THE ASSOCIATION (GROUP A)

By: \_\_\_\_\_  
Steven M. Salomon, City Manager

By: \_\_\_\_\_  
Ed Lynn, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Eric Frost, Admin. Services Dir.

By: \_\_\_\_\_  
Glen Newsom

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9j

**Agenda Item Wording:** Authorize the Recordation of the Final Map for Pheasant Ridge No. 3B, located on the west side of Roeben Street, approximately ¼ mile south of Riggin Avenue (12 lots) and the Annexation of Pheasant Ridge No. 3B into Landscape and Lighting District No. 05-19, Pheasant Ridge (Resolution Nos. 2009-28 and 2009-29 required).

APN: 077-100-077

**Deadline for Action:** N/A

**Submitting Department:** Community Development

**Contact Name and Phone Number:**

Chris Young, Assistant Community Dev. Director - 713-4392  
Jason Huckleberry, Associate Engineer - 713-4259

**Department Recommendation and Summary:**

***Final Map***

Staff recommends that City Council approve the recordation of the final map for Pheasant Ridge No. 3B containing 12 lots. All bonds, cash payments, subdivision agreement and final map are in the possession of the City as follows: 1) An executed subdivision agreement; 2) Faithful Performance Bond in the amount of \$85,867.11 and Labor and Material Bond in the amount of \$44,508.56; 3) cash payment of \$75,518.11 distributed to various accounts; and 4) Final Map.

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

**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.



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

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

Staff recommends that the City Council: adopt Resolution No. 2009-28 Initiating Proceedings for Annexation to Assessment District No. 05-19, Pheasant Ridge; adopt the Engineer's Report as submitted; and adopt Resolution No. 2009-29 confirming the Engineer's Report, ordering the improvements and levying the annual assessments.

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

On November 7, 2005 City Council approved the formation of a Landscape and Lighting District for Pheasant Ridge. This district included the assessor's parcel numbers for all phases of the Pheasant Ridge tentative map. This established at the onset of this development that the landscape and lighting district would be built in phases and the cost for maintenance would be shared equally among all the property owners for all phases of Pheasant Ridge. The purpose behind this was to bring future annexations to the Council without having to get permission from the owners in each developed phase to add additional lots to the district. The City would only need permission from the owners in each developed phase if the annexation of the new phase would cause the per lot assessment to increase. This annexation will reduce the per lot assessment for each lot within the district.

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

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

**Committee/Commission Review and Actions:** The tentative subdivision map for Pheasant Ridge subdivision was approved by the Planning Commission on October 25, 2004. The tentative map will expire on October 25, 2009.

**Alternatives:** N/A

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

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

"I move to authorize the recordation of the Final Map for Pheasant Ridge 3B and I move to adopt Resolution No. 2009-28 Initiating Proceedings for Annexation to Assessment District No. 05-19 "Pheasant Ridge" and adopt Resolution No. 2009-29 Ordering the Improvements for Assessment District No. 05-19 "Pheasant Ridge."

**Copies of this report have been provided to:**

***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)*

RESOLUTION NO. 2009-28

RESOLUTION INITIATING PROCEEDINGS  
FOR ANNEXATION TO  
ASSESSMENT DISTRICT 05-19  
Pheasant Ridge  
(Pursuant to Landscape and Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The City Council proposes to annex to an assessment district pursuant to the Landscaping & Lighting act of 1972 (Section 22500 and following, Streets & Highways Code) for the purpose of the following improvements:  
  
Maintenance of turf, shrub area, irrigation systems, trees, walls and any other applicable equipment or improvements.
2. The district, including the annexation, shall continue with the designation established with the initial formation, which is "Assessment District No. 05-19, City of Visalia, Tulare County, California" and shall include the land shown on the map designated "Assessment Diagram, Assessment District No. 05-19, City of Visalia, Tulare County, California", which is on file with the City Clerk and is hereby approved and known as "Pheasant Ridge".
3. The City Engineer of the City of Visalia is hereby designated engineer for the purpose of these formation proceedings. The City Council hereby directs the Engineer to prepare and file with the City Clerk a report in accordance with Article 4 of Chapter 1 of the Landscape & Lighting Act of 1972.

PASSED AND ADOPTED:

CLERK'S CERTIFICATION TO COUNTY AUDITOR

ASSESSMENT DISTRICT NO. 05-19  
Pheasant Ridge  
(Pursuant to Landscaping & Lighting Act of 1972)

TO THE COUNTY AUDITOR OF THE COUNTY OF TULARE:

I hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessments and assessment diagram, for "Assessment District No. 05-19, City of Visalia, Tulare County, California" confirmed by the City Council of the City of Visalia on the 13th day of July, 2009 by its Resolution No. 2009-29

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

RESOLUTION NO. 2009-29

RESOLUTION ORDERING IMPROVEMENTS FOR  
ASSESSMENT DISTRICT NO. 05-19  
Pheasant Ridge  
(Pursuant to the Landscape & Lighting Act of 1972)

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

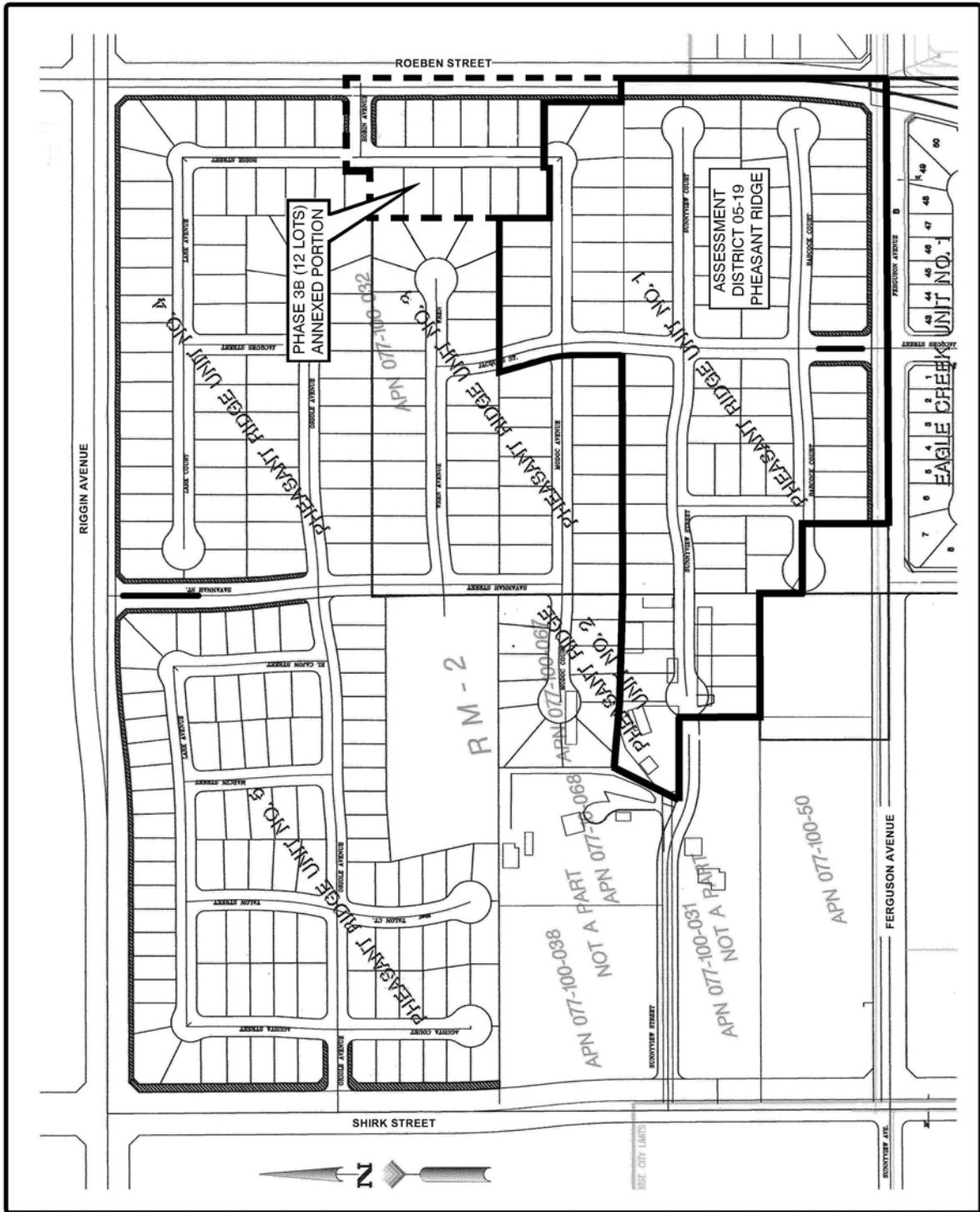
1. The City Council adopted its Resolution Initiating Proceedings for Assessment District No. 05-19, City of Visalia, Tulare County, California, and directed the preparation and filing of the Engineer's Report on the proposed formation.
2. The Engineer for the proceedings has filed an Engineer's Report with the City Clerk.
3. Owners of all land within the boundaries of the proposed landscape and lighting district have filed their consent to the formation of the proposed district, and to the adoption of the Engineer's Report and the levy of the assessments stated therein.
4. The City Council hereby orders the improvements and the annexation to the assessment district described in the Resolution Initiating Proceedings and in the Engineer's Report.
5. The City Council hereby confirms the diagram and the assessment contained in the Engineer's Report and levies the assessment for the fiscal year 2008-09.
6. The City Council hereby forwards the following attachments to Tulare County Recorder's Office for recordation:
  - a. Clerk's Certification to County Auditor
  - b. Resolution Initiating Proceedings
  - c. Resolution Ordering Improvements
  - d. Engineer's Report:
    - Exhibit A - Assessment Diagram showing all parcels of real property within the Assessment District
    - Exhibit B - Landscape Location Diagram
    - Exhibit C - Tax Roll Assessment
    - Exhibit D - Engineer's Report

PASSED AND ADOPTED

**EXHIBIT A**

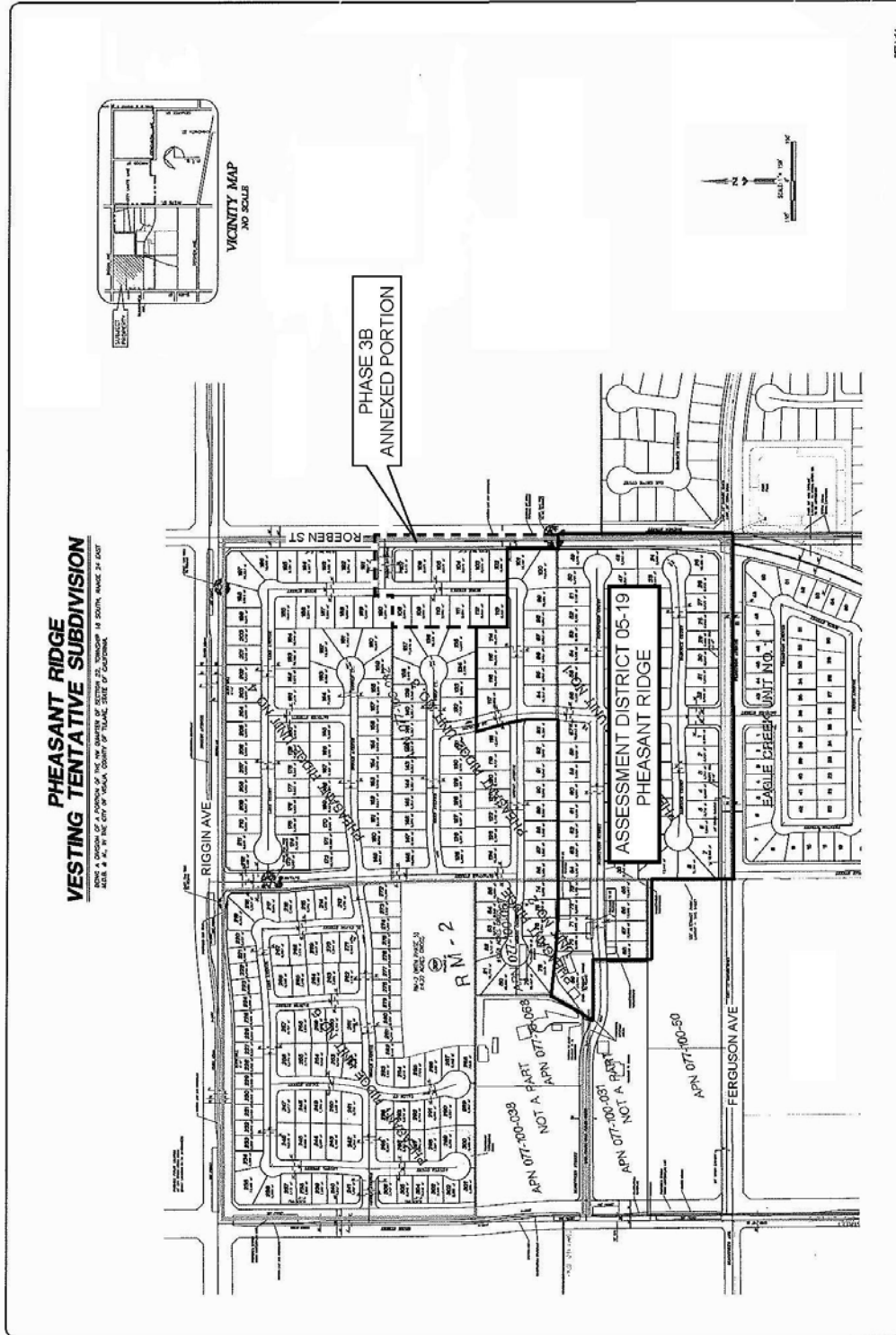


# ASSESSMENT DIAGRAM – 05-19 “Pheasant Ridge”



# Exhibit "B"

## Landscape Location Diagram Pheasant Ridge



**Exhibit "C"**

Tax Roll Assessment  
Pheasant Ridge  
Fiscal Year 2009-10

<u>APN #</u>	<u>Assessment</u>	<u>Owner</u>	<u>Lot #</u>	<u>District</u>
To Be Assigned	\$387.85	McMillin Homes	05-19083	05-19 Pheasant Ridge
To Be Assigned	\$387.85	McMillin Homes	05-19084	05-19 Pheasant Ridge
To Be Assigned	\$387.85	McMillin Homes	05-19085	05-19 Pheasant Ridge
To Be Assigned	\$387.85	McMillin Homes	05-19086	05-19 Pheasant Ridge
To Be Assigned	\$387.85	McMillin Homes	05-19087	05-19 Pheasant Ridge
To Be Assigned	\$387.85	McMillin Homes	05-19088	05-19 Pheasant Ridge
To Be Assigned	\$387.85	McMillin Homes	05-19089	05-19 Pheasant Ridge
To Be Assigned	\$387.85	McMillin Homes	05-19090	05-19 Pheasant Ridge
To Be Assigned	\$387.85	McMillin Homes	05-19091	05-19 Pheasant Ridge
To Be Assigned	\$387.85	McMillin Homes	05-19092	05-19 Pheasant Ridge
To Be Assigned	\$387.85	McMillin Homes	05-19093	05-19 Pheasant Ridge
To Be Assigned	\$387.85	McMillin Homes	05-19094	05-19 Pheasant Ridge

## **Exhibit "D"**

### **Engineer's Report Landscape & Lighting Assessment District 05-19 Pheasant Ridge Fiscal Year 2009-10**

#### General Description

This Assessment District (05-19, Pheasant Ridge) is located at the northwest corner of Ferguson Avenue and Roeben Street. Exhibit "A" is a map of Assessment District 05-19. This District includes the maintenance of turf areas, shrub areas, irrigation systems, trees, block walls and any other applicable equipment or improvements. The maintenance of irrigation systems and block includes, but is not limited to, maintaining the structural and operational integrity of these features and repairing any acts of vandalism (graffiti, theft or damage) that may occur. The total number lots within the district are 304.

#### Determination of Benefit

The purpose of landscaping is to provide an aesthetic impression for the area. The lighting is to provide safety and visual impressions for the area. The block wall provides security, aesthetics, and sound suppression. The maintenance of the landscape areas, street lights and block walls is vital for the protection of both economic and humanistic values of the development. In order to preserve the values incorporated within developments, the City Council has determined that landscape areas, street lights and block walls should be included in a maintenance district to ensure satisfactory levels of maintenance.

#### Method of Apportionment

In order to provide an equitable assessment to all owners within the District, the following method of apportionment has been used. All lots in the District benefit equally, including lots not adjacent to landscape areas, block walls and street lights. The lots not adjacent to landscape areas, block walls and street lights benefit by the uniform maintenance and overall appearance of the District.

#### Estimated Costs

The estimated costs to maintain the District includes the costs to maintain turf areas, shrub areas, irrigation systems, trees, block walls and any other applicable equipment or improvements.

**Exhibit "D"**

Engineer's Report  
Landscape & Lighting Assessment District 05-19  
Pheasant Ridge  
Fiscal Year 2009-10

The quantities and estimated costs for all 5 phases of the Pheasant Ridge tentative map are as follows:

<u>Description</u>	<u>Unit</u>	<u>Amount</u>	<u>Cost per unit</u>	<u>Total Cost</u>
Turf Area	Sq. Ft.	59,648	\$0.180	\$10,736.64
Shrub Area	Sq. Ft.	59,648	\$0.180	\$10,736.64
Water	Sq. Ft.	119,296	\$0.050	\$5,964.80
Electricity	Sq. Ft.	119,296	\$0.008	\$954.37
Trees In Landscape Lots	Each	332	\$25.00	\$8,300.00
Trees In Local Street Parkways	Each	422	\$25.00	\$10,550.00
Street Lights	Each	71	\$105.00	\$7,455.00
Chip Seal (15 year cycle)	Sq. Ft.	554,122	\$0.190	\$7,018.88
Crack Seal (8 year cycle)	Sq. Ft.	554,122	\$0.029333	\$2,031.76
Reclamite (6 year cycle)	Sq. Ft.	554,122	\$0.02111	\$1,949.68
Overlays (10 year cycle)	Sq. Ft.	554,122	\$0.650	\$36,017.93
Project Management Costs	Lots	304	\$18.00	\$5,472.00
TOTAL				<hr/> \$107,187.69
10% Reserve Fund				\$10,718.77
GRAND TOTAL				<hr/> <hr/> \$117,906.46
COST PER LOT				\$387.85

Annual Cost Increase



## Exhibit "D"

Engineer's Report  
Landscape & Lighting Assessment District 05-19  
Pheasant Ridge  
Fiscal Year 2009-10

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

$$A_{\max} \text{ for any given year "n"} = (\$117,906.46) (1.05)^{(n-1)}$$

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

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

The reserve fund shall be maintained at a level of 10% of the estimated annual cost of maintaining the improvements in the district. If the reserve fund falls below 10%, then an amount will be calculated to restore the reserve fund to a level of 10%. This amount will be recognized as a deficit and applied to next year's annual assessment.

Example 1. The estimated year four cost of maintaining the improvements in the district is \$125,518.04 [a 9% increase over the base year estimated cost of \$117,906.46]. The maximum annual assessment for year four is \$136,491.47 [ $A_{\max} = (\$117,906.46) (1.05)^{(4-1)}$ ]. The assessment will be set at \$128,518.04 because it is less than the maximum annual assessment and less than the 10% maximum annual increase.

Example 2. The estimated year four cost of maintaining the improvements in the district is \$133,234.30 [a 7% increase over the previous year assessment and a 13.0% increase over the base year estimated cost of \$117,906.46]. The reserve fund is determined to be at a level of 8% of the estimated year four cost of maintaining the improvements in the district. An amount of \$2,664.69 will restore the reserve fund to a level of 10%. This amount is recognized as a deficit. The maximum annual assessment for year four is \$136,491.47 [ $A_{\max} = (\$117,906.46) (1.05)^{(4-1)}$ ]. The year four assessment will be set at \$133,234.20 plus the deficit amount of \$2,664.69 which equals \$135,898.99 [a 9% increase over the previous year assessment] because it is less than the maximum annual assessment and less than the 10% maximum annual increase.

Example 3. The estimated year four cost of maintaining the improvements in the district is \$128,518.04 [a 9% increase over the base year assessment of \$117,906.46] and

**Exhibit "D"**

Engineer's Report  
Landscape & Lighting Assessment District 05-19  
Pheasant Ridge  
Fiscal Year 2009-10

damage occurred to the masonry wall raising the year five expenses to \$143,845.88 [a 22% increase over the previous year assessment]. The year five assessment will be capped at \$141,369.85 (a 10% increase over the previous year) and below the maximum annual assessment of \$143,316.04 [ $A_{\max} =$  (5-1) (\$117,906.46) (1.05)]. The difference of \$2,476.03 is recognized as a deficit and will be carried over into future years' assessments until the masonry wall repair expenses are fully paid.

City Engineer Certification

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

---

Douglas S. Damko  
Sr. Civil Engineer

RCE 59445

Date

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9k

**Agenda Item Wording:** Authorize the City Manager to execute an agreement with the College of Sequoias that provides for the City's participation in the Federal Work Study Program for the 2009/2010 fiscal year.

**Deadline for Action:** July 13, 2009

**Submitting Department:** Administrative Services – Human Resources

**Contact Name and Phone Number** Janice Avila, Human Resources Manager, 713-4417

**Department Recommendation and Summary:**

Authorize the City Manager to execute an agreement with the College of the Sequoias that provides for the City's participation in the college's Federal Work Study Program. The main objectives of this program are:

- To develop employment and learning opportunities that will improve low-income students' skills and readiness for the transition from school to work.
- To increase the low-income college students' awareness of employment opportunities within public service.
- To provide for ongoing cooperative efforts between the College of the Sequoias and the City by creating opportunities for low-income disadvantaged college students to become involved in Visalia, both as a community and as an organization with diverse employment opportunities.

**Summary / background**

For the past nine years, the City has had the opportunity to participate in this federally-funded program that provides low-income disadvantaged students an opportunity to work in a part-time job while attending college. Through this program, the City of Visalia and College of the Sequoias have been able to develop a successful partnership that has allowed the City to provide part-time employment and learning opportunities for eligible students.

**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.

Because of the success in the past, we are interested in participating in the program again this year. The students who participated in last year's program were assigned to Administration, Parks & Recreation, Housing & Economic Development, Community Development, Engineering and Transit.

The Federal Work Study Program is funded by the fiscal year July 1 through June 30. The students are placed into the part-time "student worker" positions with the City. The student workers are paid as employees of the College of Sequoias (as such, the College of Sequoias assumes all liability for social security, workers compensation, unemployment insurance, and any other mandated employment benefit).

The total number of hours each student may work is determined by the amount of the student's Federal Work Study award. The City will be notified of the total number of work hours available for each student worker. Each student worker will be paid minimum wage. When a student worker's accumulated gross earnings are reached, the student must end his/her participation in the Federal Work Study Program.

As in previous years, the College of the Sequoias will be charging a twenty-five (25%) administration fee for each participant in the program. This administration fee will be based upon the wages earned by each student worker. The college will send a monthly invoice to the City. The administration fee will be divided among the City's departments who have a student worker assigned.

Eligible students will receive a work study award for a value up to \$2,500 for the 2009/2010 fiscal year. This dollar award equates to approximately 312 hours of work at the anticipated minimum wage of \$8.00 per hour. Assuming the student works approximately 15 hours per week, the student will be able to work for approximately 20 weeks. In the example, the administrative cost to the City for the student worker will be \$625.00. It is estimated that approximately six (6) students will be placed through this program which would cost the City an estimated \$3,750 for the year long program. The costs for participating in this program have been included in the FY 2009/2010 budget for hourly employees.

NOTE: The amount of each student's work study award will vary based on the student's financial need. If the student's award is less than the amount shown in the example, then the student will be eligible for fewer hours of work.

All departments are encouraged to consider participation in this work study program. This program requires a commitment from the department to provide a meaningful part-time employment opportunity. The supervisors of these students will be required to provide on-the-job training and be a mentor to the students.

**Prior Council/Board Actions:** June 16, 2008

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:** College of the Sequoias Work Study Agreement between the College of the Sequoias and the City of Visalia

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

I move to authorize the City Manager to execute an agreement between the City of Visalia and the College of the Sequoias that provides for the City's participation in the Federal Work Study Program for the 2009/10 fiscal year.

**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:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9I

**Agenda Item Wording:** Approve the recommendation by the Parks and Recreation Commission to establish the name of "Lion's Park" for the new four acre neighborhood park site off of Ferguson Avenue and Babcock Court in northwest Visalia.

**Deadline for Action:** N/A

**Submitting Department:** Parks & Recreation

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

**Department Recommendation:**

The Visalia Parks and Recreation Commission unanimously recommends that the City Council establish the name of "Lion's Park" for the new four acre neighborhood park to be developed off of Ferguson Avenue and Babcock Court in northwest Visalia.

**Background Information:**

By ordinance, the Park and Recreation Commission has the responsibility to recommend park names for consideration by the City Council.

Several planning meetings were held by the Commission to determine the best strategy for naming the new park. At the March 2009 Commission meeting, after lengthy discussion on the topic, the Commission approved a motion 5-0 to direct staff to contact the five Lions service clubs in Visalia and work towards an agreement to name the new park site (previously known as the "Babcock Park site") after the Lions clubs.

City staff met with representatives of the clubs on May 13, 2009, and the various clubs were honored and excited about the opportunity to have a new park named after the Lions clubs of Visalia.

Each club was then directed to go back to their respective clubs and get formal approval to use the Lions Club name on the park. The City requested a letter from each club asking for approval to name the park "Lion's Club Park". A letter from each of the clubs is enclosed with this staff report.

**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.



At the Commission meeting of June 16, 2009, after receiving letters from all of the clubs, and hearing positive testimony at the meeting from several Lion's Club members, the Commission voted 5-0 to recommend to the City Council to approve the "Lion's Club" name for the new park.

The City has other parks named after local service clubs, including the Rotary Club and the Soroptimist Club.

The construction documents for this new park are 100% complete and City staff anticipates going out to bid within the next 30 days. City staff projects the City Council will be asked to award a contract for the construction of this new park in August or September 2009.

The projected grand opening of this neighborhood park is late summer 2010. The design work for this park was completed by the HLA Group from Sacramento, CA. The park is fully funded for development using park developer impact fees.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:** Park and Recreation Commission Meeting of June 16, 2009.

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):** Move to approve the recommendation by the Parks & Recreation Commission to establish the name of "Lion's Park" for the new neighborhood park site off of Ferguson Avenue and Babcock Circle in northwest Visalia.

***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:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9m

**Agenda Item Wording:** Authorization to enter into the first amendment to the Programmatic Agreement (PA) between the City of Visalia and the California State Historic Preservation Office (SHPO) allowing the City to complete environmental review of historic properties for all programs using federal funds from the U.S. Department of Housing and Urban Development (HUD).

**Deadline for Action:** July 13, 2009

**Submitting Department:** Housing & Economic Development

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

**Department Recommendation:** Staff recommends approval of the first amended Programmatic Agreement with the State Historic Preservation Office (SHPO) allowing the City to continue to complete environmental review of historic properties in the City of Visalia for all programs using federal funds from the U.S. Department of Housing and Urban Development (HUD).

**Summary/background:** On January 24, 1994, the City entered into the first original agreement SHPO and on May 17, 2004, the City of Visalia entered into a new agreement with SHPO, allowing the City to administer a local environmental review process within the City of Visalia for projects that use federal funds. Staff is now entering into a "first amendment" to the 2004 agreement.

### Summary of Amendments

The amendments to the PA include goals and objectives such as providing a coordinated, clear and efficient process (step-by-step approach) for implementing the Historic Preservation Act Section 106 requirements. It includes additional narrative as it relates to public participation, outreach and consultation specifically the participation of Indian tribes that attach religious and cultural significance to historic properties; the review process for properties that are fifty (50) years of age or older; and consideration and treatment of archeological resources, along with exceptions, such as ground disturbing activities exclusively within the lot line of a parcel used as a single family residence.

### What this Programmatic Agreement Does.

#### 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.

With the use of U. S. Department of Housing and Urban Development (HUD) funded programs, the PA documents the terms and conditions agreed upon to resolve the potential adverse effects of a Federal agency program. The applicability of the PA is that, certain undertakings will not require further review, such as properties less than 50 years of age, interior rehabilitation and approved activities listed in Appendix "A" of the agreement. It establishes upfront agreed upon areas of potential effects such as rehabilitation projects and associated infrastructure improvements. It provides steps to follow in evaluating, processing, an assessment of effects, identification and reporting of historic properties. If further review is required, the City consults with appropriate state and local officials, Indian tribes, and members of the public and considers their views and concerns about historic preservation issues when making final project decisions.

Under both the old and proposed amended programmatic agreement the City of Visalia can locally complete the environmental review for those projects that involve rehabilitation of historic structures without the extensive review or delays from the SHPO or Undertakings requiring only administrative review by the CITY and not the SHPO or the ACHP listed under Appendix "A" of the PA. The City of Visalia and grant recipients who use federal funds from HUD will benefit from this updated program and it will continue to eliminate the long SHPO review process, which can add a minimum of 30-days to projects.

Also, many of the single family residential rehabilitation projects are on a tight time schedule with financing deadlines that need to be met. This proposed agreement will streamline the timeframe. The proposed PA not only continues to allow the City of Visalia to process rehabilitation of single-family houses, but expands the scope to include public utilities, structures, etc. in a shortened Historic Review time. The PA will be valid for five years.

The City of Visalia is requesting approval to enter into the first amendment to PA with SHPO, as the 2004 agreement has become outdated, and a revised agreement, following current regulation is required by SHPO.

**Prior Council/Board Actions:** May 17, 2004 approval of new Programmatic Agreement;

**Committee/Commission Review and Actions:** Historic Preservation Advisory Board recommended approval of the previous agreement on November 19, 2003 and recently June 3, 2009

**Alternatives:** None recommended

**Attachments:** First Amendment to the Programmatic Agreement  
Resolution No. 2009-30

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

I move that the City Council adopt the first amended programmatic agreement between the City of Visalia and the State Historic Preservation Office (SHPO) regarding the rehabilitation of historic properties, by resolution 2009-30, and authorize the City Manager to execute the agreement on behalf of the City.

***Environmental Assessment Status***

**CEQA Review: n/a**

**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) SHPO Agreement and Resolution No. 2009- to be signed and sent to SHPO*

Copies of this report have been provided to:

FIRST AMENDMENT TO THE  
PROGRAMMATIC AGREEMENT (PA)  
BETWEEN  
THE CITY OF VISALIA AND THE  
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE REHABILITATION OF HISTORIC PROPERTIES AFFECTED BY  
USE OF REVENUE FROM THE DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT PART 58 PROGRAMS

WHEREAS, the City of Visalia (City), a “Responsible Entity” under 24 C.F.R. Part 58, proposes to administer and fund a rehabilitation program (Program) in Oz, California with monies from the U.S. Department of Housing and Urban Development (HUD) delegated to the City pursuant to 24 C.F.R. Part 58 or any other pertinent HUD regulations; and

WHEREAS, the City has determined that the implementation of this Program may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (Historic Properties) and has consulted with the California State Historic Preservation Officer (SHPO) pursuant to Section 800.14(b) of the regulations, 36 C.F.R. Part 800, implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) (Act); and

WHEREAS, the City will conduct outreach and actively seek and request the comments and participation of Indian tribes that attach religious and cultural significance to historic properties that may be affected by Undertakings funded under the terms of this Agreement; and

WHEREAS, pursuant to the Council’s Section 106 Regulations, the City has considered the nature of the Program and its likely effects on historic properties and has taken steps to involve individuals, organizations and entities likely to be effected by the Program; and

WHEREAS, pursuant to the Council’s Section 106 Regulations, the City has arranged for public participation appropriate to the subject matter and scope of the Programmatic Agreement (PA) by providing notice to the public about the Program and including them in the consultation process; and

WHEREAS, the goals and objectives of this PA are to (1) provide a coordinated, clear and efficient process for implementation of Section 106, (2) identify and protect historic resources while facilitating the production of affordable housing and the construction of and rehabilitation of community and public facilities, (3) provide an orderly process for the resolution of conflicts, consideration of feasible alternatives and appropriate mitigation, (5) maintain the confidence of the public in the City and (6) provide for public participation in the local implementation of Section 106; and



NOW, THEREFORE, the City and the California SHPO agree that the Program shall be administered in accordance with the following stipulations to satisfy the City's Section 106 responsibilities for all individual undertakings of the Program.

## STIPULATIONS

The City of Visalia will ensure that the following measures are carried out:

### I. APPLICABILITY OF THE PROGRAMMATIC AGREEMENT (PA)

- A. The City shall comply with the stipulations set forth in this PA for all undertakings which are limited to the rehabilitation of buildings that (1) are assisted in whole or in part by revenues from the HUD subject to 24 CFR Part 58 and that (2) can result in changes in the character or use of any Historic Properties that are located in an undertaking's Area of Potential Effect (APE), as defined in Stipulation IV, below.
- B. The review process established by this PA shall be completed before the City's final approval of any application for assistance under this Program, before a property is altered by either the City or a property owner, and before the City or a property owner initiates construction or makes an irrevocable commitment to construction that may affect a property that is fifty (50) years of age or older, or that is otherwise eligible for listing in the National Register of Historic Places.
- C. Any undertaking not qualifying for review under the terms of this PA but nevertheless subject to Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) shall be reviewed in accordance with 36 CFR Part 800, even if such undertaking involves a building, structure, site or object that is less than 50 years old.
- D. For purposes of this PA, the Secretary of the Interior's definition for rehabilitation shall be used: "Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values."
- E. This PA does not include new construction, demolition of existing buildings, or development of vacant land.

### II. DEFINITIONS

- A. The definitions outlined at 36 CFR 800.16 apply to this PA.

### III. UNDERTAKINGS NOT REQUIRING REVIEW BY THE SHPO OR THE ACHP

The following Undertakings do not require review by SHPO and no signatory is required by this PA to determine the National Register of Historic Places (“NRHP”) eligibility of properties affected by these Undertakings.

- A. Undertakings only affecting properties that are less than fifty (50) years old.
- B. Undertakings limited exclusively to interior portions of single-family residential properties where the proposed work will not be visible from the property’s exterior.
- C. Undertakings limited exclusively to the activities listed in Appendix “A” of this PA. Undertakings not so limited shall be reviewed pursuant to this PA. Undertakings involving Historic Properties but nevertheless exempt from review pursuant to Appendix “A” shall be designed to conform to the greatest extent feasible with the California State Historic Building Code, [State of California, Title 24, Building Standards, Part 8 (“SHBC”)] as well as Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Building, 1995.
- D. Rehabilitation of mobile homes.
- E. The City shall document actions taken pursuant to this Stipulation in the manner prescribed in Stipulation XVI.

### IV. AREA OF POTENTIAL EFFECTS

- A. The Area of Potential Effects (APE) for undertakings covered by this PA shall be limited to the legal lot lines of a property when the undertaking consists exclusively of rehabilitating a property’s interior or exterior features.
- B. Improvements to Infrastructure. The APE for installation of infrastructure shall associated with the rehabilitation of a building will be as follows:
  - 1. Water and sewer lines: the APE shall be the trunk of the sewer and water line;
  - 2. Curb Cuts for disability access: the actual curb area under construction shall be the APE;
  - 3. Pavements: the APE shall be the pavement structure and pavement base.

4. In all other infrastructure improvements the APE shall be analogous in purpose, structure and location to the APE of those listed in subsections 1 through 3 above.

- C. If a member of the public objects to the manner or scope in which the APE for an Undertaking has been delineated, the City shall seek to resolve the dispute in accordance with the procedures set forth in Stipulation XIII.

## V. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES

- A. The City shall review all existing information on any property within an Undertaking's APE, as required by 36 C.F.R. 800.4, to determine if such properties may be Historic Properties. At a minimum the City shall:
  1. Review the current listing of the National Register of Historic Places (NRHP).
  2. Review lists of Historic Properties maintained by the City and any other information available in the City's records pertaining to any property within an Undertaking's APE .
  3. Review lists of Historic Properties maintained by the appropriate regional center of the California Historical Resources Information System or its successors..
  4. Visit the site and evaluate in accordance with the Section 106 process.
  5. If the property is one to which Indian Tribes attach religious and cultural significance, those Indian tribes will be consulted by the City regarding the Undertaking.
- B. If a property is listed or has already been determined eligible for listing in the NRHP, the City shall proceed in accordance with Stipulation VIII, unless exempted by Stipulation III.
- C. If the City, in consultation with the SHPO, has determined a property to be ineligible for listing in the NRHP within a period of five (5) years prior to the City's approval of an Undertaking covered by this PA and if no other provision of this PA requires the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XVI and may authorize the Undertaking to proceed without further review.

- D. Unless exempt pursuant to Stipulation III or to Sections B and C of this Stipulation, the City shall evaluate all properties that may be affected by an Undertaking using the National Register criteria set forth in 36 CFR Section 60.4. All evaluations shall be documented by the City on a State of California Historic Resources Inventory Form – DPR 523.
1. If a property proposed for rehabilitation is not listed in the NRHP, has not been evaluated for National Register eligibility within the past five (5) years, and is at least 50 years old, the City shall submit the documentation required pursuant to 36 CFR 800.4 including a completed California Historic Resources Inventory Form (DPR 523) to the SHPO for review (included as Attachment “B” to this PA. the City shall seek information, as appropriate, from individuals and organizations likely to have knowledge or concerns with historic properties in the area. The SHPO may request additional information if necessary. The City shall apply the National Register criteria and notify the SHPO of its determination in this submittal.
    - a. If the SHPO concurs with the city that a property is eligible under the criteria, the property shall be considered a Historic Property under this PA. The City shall continue consultation in accordance with the terms of this PA for all such properties.
    - b. If the SHPO concurs with the City that the criteria are not met, the property shall be considered ineligible for inclusion in the NRHP for a period of five (5) years from the date of the SHPO’s review. Such properties need not be reevaluated during this five (5) year period unless a party to this PA notifies the other parties in writing that it has determined that changing perceptions of significance warrants a property reevaluation. Such properties require no further review under this PA.
    - c. If the SHPO disagrees with the City’s determination regarding eligibility, the City shall consult further with the SHPO to reach agreement. If agreement cannot be reached, the City shall obtain a final determination from the Secretary of the Interior pursuant to the applicable National Park Service regulations found at 36 CFR Part 63.
    - d. If the SHPO does not respond to the City’s determination within thirty (30) calendar days following receipt, the City may assume that the SHPO does not object to the determination and shall proceed in accordance with any other applicable requirements of this PA.

## VI. ASSESSMENT OF EFFECTS

- A. The City shall ensure that scopes of work, plans and specification for Undertakings that may affect Historic Properties and that are not exempt from review under this PA conform to the recommended approaches in the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Building, 1995 ("Standards") and to the greatest feasible extent, to the SHBC.
1. For properties identified as Historic Properties under Stipulation V and prior to any activities that are not exempt under Stipulation III, the City shall review provide the SHPO appropriate project documents to determine conformance of the Undertaking with the Standards and SHBC, including photographs and a general work description which adequately details the scope of work for each project that may affect a Historic Property that includes work write-ups, working drawings and specifications, as appropriate, and additional documentation necessary to understand the undertaking. The City shall apply the criteria of adverse effect, 36 CFR 800.5, in consultation with the SHPO to any Historic Property that may be affected by a project, and will review the scope of work to determine if the rehabilitation project conforms to the recommended approach contained in the Standards.
    - a. If the City determines that the Undertaking conforms to the Standards and complies with the SHBC the City shall notify the SHPO in writing of a finding of no adverse effect. If the SHPO does not object in writing to this determination within thirty (30) days, the Undertaking shall be considered to have "no adverse effect" on Historic Properties, and may proceed as submitted without further review
    - b. If the City determines that the Undertaking does not conform to the Standards and SHBC, or if the SHPO objects to a finding of "no adverse effect" the Undertaking will be considered to have an "adverse effect" on Historic Properties. The SHPO and the City shall consult and recommend modifications to the scope of work or conditions under which the Undertaking would be found to conform to the Standards.

- c. If the City accepts the recommended modifications, the Undertaking will be considered having “no adverse effect” on the Historic Property, and may proceed as modified without further review. If the modifications recommended are not accepted, then the City shall consult further with the SHPO for a period of time not to exceed thirty (30) days to seek ways to avoid, minimize, or mitigate the adverse effect. If all adverse effects cannot be avoided, the City shall proceed in accordance with 36 CFR 800.6.
- d. The City shall notify the SHPO of any changes to an approved scope of work, other than activities exempt under Stipulation III, and shall provide the SHPO with the opportunity to review and comment on such changes. If the changes do not conform to the Standards, the parties shall consult further to minimize or mitigate the adverse effects in accordance with 36 CFR 800.6(b)(1).
- e. The City shall retain documentation of the rehabilitation as part of its permanent records.

## VII. CONSIDERATION AND TREATMENT OF ARCHEOLOGICAL RESOURCES

- A. The City shall consult in writing with the SHPO to determine if a rehabilitation project that includes ground disturbing activities has the potential to affect archeological properties that may be eligible for inclusion in the National Register. The City shall investigate pertinent information available at Southern San Joaquin Valley Information Center, California State University, Bakersfield) and shall consider any further studies recommended by the SHPO to determine if the undertaking has the potential to affect either archeological properties that may be eligible for inclusion in the National Register or properties for which Indian tribes may attach religious and cultural significance.
- B. The following types of ground-disturbing activities have the potential to affect archeological resources:
  - 1. Ground disturbing site preparation, such as grading or excavation.
  - 2. Footing and foundation work occurring more than two feet from any existing footings or foundations, including soils improvement/densification techniques.
  - 3. Installation of underground utilities such as sewer and water lines, storm drains, electrical, gas or leach lines and septic tanks, except



where installation is restricted to areas previously disturbed by installation of these utilities.

4. Installation of underground irrigation or sprinkler systems, except where installation is restricted to areas previously disturbed by such systems.

C. When an Undertaking may include the foregoing types of ground-disturbing activities and the Undertaking does not qualify as an exception under this provision, the City shall request that Southern San Joaquin Valley Information Center, California State University, Bakersfield conduct a records search for the Undertaking's APE.

1. Exceptions

- a. The City is NOT required to request the IC for a records search under the following circumstances:
  - i. When the ground-disturbing activities set forth in Sections B.2, B.3 and B.4 of this stipulation will occur exclusively within the legal lot lines of a parcel used as a single family residence, or
  - ii. When the ground-disturbing activities set forth in the Sections B.2, B.3 and B.4 of this stipulation will be outside the legal lot lines of a single family residence and will be confined to areas previously disturbed by such activities.

D. The City shall promptly furnish the SHPO with a copy of the IC's response and request the comments of the SHPO.

1. If the SHPO recommends that the APE should be surveyed or subject to archival research, the City shall engage a qualified archeologist to conduct the survey of the APE and prepare a written report.
2. If the SHPO recommends that a survey is not necessary and the Undertaking's APE does not contain a known archeological resource, no further consideration of such resources by the City is required. If no other provisions of this PA require the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XVI and may authorize the Undertaking to proceed without further review.

3. If the Undertaking's APE contains known archeological resources or such resources are identified through a survey, the City shall cause the Undertaking to be redesigned if feasible to avoid said resources and shall notify the SHPO of these actions. If no other provisions of this PA require the City to take further steps with respect to the Undertaking, the City shall document the actions taken in the manner prescribed by Stipulation XVI and may authorize the Undertaking to proceed without further review.
4. If the Undertaking cannot be redesigned to avoid the resources, the City shall develop a plan in consultation with the SHPO to complete the identification, evaluation and, if necessary, mitigation of the property. If the City and the SHPO cannot agree that the potential to affect archeological properties exists or cannot agree on a plan for the consideration of such properties, the City will initiate further consultation in accordance with 36 CFR § 800.6(b)(1).

#### VIII. EMERGENCY UNDERTAKINGS

- A. This stipulation shall apply only to situations in which a duly authorized local official has determined in accordance with applicable law, that an immediate threat to the public health and safety exists and that such threat must be removed forthwith (Emergency Conditions).
- B. The City shall notify the SHPO and afford the SHPO an opportunity to comment within seven (7) days of notifications. If the City determines that circumstances do not permit seven (7) days for comment, the City shall notify the SHPO and invite comments within the time available. The City shall take into account any comments received in reaching a decision on how to proceed with the emergency undertaking.
- C. Immediate rescue and salvage operations conducted to preserve life or property are exempt from the provisions of Section 106 and this Agreement.

#### IX. REVIEW OF CHANGES TO APPROVED UNDERTAKINGS

- A. The City shall promptly notify the SHPO upon discovery if:
  1. Previously approved scopes of work, plans or specifications for an Undertaking are changed so that the Undertaking is no longer exempt from review pursuant to Stipulation III.

#### X. DISCOVERIES AND UNANTICIPATED EFFECTS

- A. The City shall notify the SHPO as soon as possible if it appears that an Undertaking may affect a previously unidentified property that may be eligible for inclusion in the NRHP or affect a known Historic Property in an unanticipated manner. The City may suspend construction of all or part of the Undertaking in the vicinity of the discovery and require that reasonable measures be taken to avoid or minimize harm to the property until the City concludes consultation with the SHPO.
- B. If the newly discovered property has not previously been included in or determined eligible for inclusion in the NRHP, the City may assume that the property is eligible for purposes of this PA. The City shall notify the SHPO at the earliest possible time and consult to develop actions that take the effects of the Undertaking on the property into account. The City shall notify the SHPO of any time constraints, and the City and the SHPO shall mutually agree on the time frames for this consultation. The City shall provide the SHPO with written recommendations that take the effect of the Undertaking into account. If the SHPO does not object to the City's recommendations within the agreed upon time frame, the City shall require the scope of work for the Undertaking to be modified as necessary to implement its recommendations.

#### XI. PUBLIC INVOLVEMENT

- A. The City shall identify any public interest in the Undertakings subject to this PA by informing the public about Historic Properties when complying with the public participation requirements set forth in 24 CFR Part 58 and in the regulations for any other Program delegated by HUD to the City as may be applicable.
- B. In consultation with the SHPO, the City shall identify any parties entitled to be consulting parties and invite them to participate.
- C. The City shall, except where appropriate to protect confidentiality concerns of affected parties, provide the public with information about an undertaking and its effects on historic properties and seek public comment and input. Members of the public may also provide views on their own initiative for the agency official to consider in decision-making.
- D. At any time during implementation of the measures stipulated in this PA, should a member of the public raise an objection pertaining to delineation of an APE or to treatment of a Historic Property, the City shall notify the SHPO immediately of the objection and then proceed to consider the objection and consult, as needed, with the objecting party and the SHPO, for a period of time not to exceed fifteen (15) calendar days. If the City is unable to resolve the conflict, the City shall forward all documentation relevant to the dispute to the ACHP in accordance with 36 C.F.R. Section

800.2(b)(2). The City, in reaching a final decision regarding the dispute, shall take any ACHP comment provided into account. The City shall also consult with its Certified Local Government (CLG) Coordinator. The City's responsibility to carry out all other actions under this PA that are not the subject of the dispute shall remain unchanged.

## XII. TIME PERIODS FOR SHPO REVIEW

Unless otherwise stipulated, the SHPO shall respond within thirty (30) calendar days of receipt to any documentation submitted by the City pursuant to the requirements of this PA. If the SHPO does not respond within this time frame or within the time frames otherwise stipulated by this PA, the City shall proceed in accordance with the specific Stipulation(s) that apply to the SHPO review of the documentation submitted.

## XIII. DISPUTE RESOLUTION

- A. Should any signatory object within the time frames specified in this PA to any plans, specifications, documents or actions provided for review pursuant to this PA, the City shall consult with the objecting party to resolve the objection. If the City determines within fifteen (15) calendar days of receipt of any such objection that such objection cannot be resolved, the City shall forward all documentation relevant to the dispute to the ACHP in accordance with 36 C.F.R. 800.2(b)(2).
1. Within thirty (30) calendar days after receipt of all pertinent documentation, the ACHP will either:
    - a. Provide the City with recommendations or comments that the City shall take into account in reaching a final decision regarding the dispute, or
    - b. Notify the City that it will comment in accordance with 36 CFR Section 800.7(c) and proceed to comment.
  2. If the ACHP fails to provide recommendations or to comment within the specified time period, the City may implement that portion of the Undertaking subject to dispute under this Stipulation in accordance with any documentation as submitted and amended by the City.
  3. Any ACHP comments provided to the City in response to such a request shall be taken into account by the City in accordance with 36 CFR 800.7(c)(4) with reference to the subject of the dispute. Any recommendation or comment provided by the ACHP will be interpreted to pertain only to the subject of the dispute. The

responsibility of the City to carry out all actions under this PA that are not the subject of the dispute shall remain unchanged.

#### XIV. ANTICIPATORY DEMOLITION

The City agrees that it will not assist any party in avoiding the requirements of this PA or the National Historic Preservation Act, or, having legal power to prevent it, allow a significant adverse effect to a Historic Property to occur. (National Historic Preservation Act of 1966, §110k) The City may, after consultation with the ACHP, determine that circumstances justify granting such assistance despite the adverse effects created or permitted by the party to be assisted.

#### XV. MONITORING

The SHPO and the ACHP may monitor or review activities carried out pursuant to this PA, and the ACHP shall review any activities if requested. The City shall cooperate with the SHPO and the ACHP in carrying out these monitoring and review activities by making all relevant non-privileged files available for inspection, upon reasonable notice from the SHPO and ACHP.

#### XVI. DOCUMENTATION, REPORTING AND REVIEW OF ACTIVITIES

- A. The City shall document in writing all actions taken pursuant to this PA, retain this documentation in its projects files, and include such documentation as necessary in the Programmatic Agreement Compliance Report(s) ("PACR") required pursuant to Section B of this Stipulation.
- B. The City shall provide the SHPO and the ACHP with a PACR on June 30 of every year so long as this PA is in effect. The PACR will identify the following by address:
  - 1. Projects exempted from review under Stipulation III;
  - 2. Properties reviewed under this PA that do not meet the NRHP criteria;
  - 3. Properties reviewed under this PA that do meet the NRHP criteria;
  - 4. A summary of the treatment of each property that does meet the NRHP criteria; and
  - 5. A summary of the treatment of any archeological properties identified under this PA.
- C. The City shall make PACR's available for public inspection and comment and invite the public to submit any comments to the ACHP, the SHPO and the City.

- D. The signatories to this PA shall review PACR's and any comments submitted pursuant to Section C of this Stipulation. Based on that review, the signatories will determine whether this PA should be amended in accordance with Stipulations XVII.

#### XVII. AMENDMENTS

- A. Any party to this PA may request that it be amended whereupon the parties shall consult in accordance with 36 C.F.R. Sections 800.14 to consider such amendments.
- B. Any resulting amendments or addenda shall be developed and executed by the parties in the same manner as the original PA.

#### XVIII. CITY STAFFING

- A. The City will assign staff to assure that work is carried out as planned, and will maintain records for each project that documents compliance with the terms of this PA, and will retain the services of a qualified archeologist as the need may arise in accordance with Section VII.D of this PA.

#### XIX. TERMINATION

Any party to this PA may terminate the PA by providing one hundred eighty (180) calendar days notice to the other consulting parties, provided that the consulting parties shall consult during the period before termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the City will comply with 36 C.F.R. Section 800 with respect to individual Undertakings covered by this PA.

#### XX. FAILURE TO COMPLY WITH THE PROGRAMMATIC AGREEMENT

In the event the City cannot carry out the terms of this PA, the City shall not take or sanction any action or make any commitment that would result in an adverse effect to Historic Properties or that would foreclose the ACHP's consideration of modifications or alternatives to the Undertakings, and the City will comply with 36 C.F.R. Section 800 with regard to each individual Undertaking subject to this PA.

EXECUTION AND IMPLEMENTATION of this PA evidences that the City and County of San Francisco has afforded the ACHP a reasonable opportunity to comment on these Programs and that the City has satisfied its Section 106 responsibilities for all individual Undertakings of the Programs covered by this PA.



CITY OF VISALIA

By: \_\_\_\_\_  
(Steven M. Salomon, City Manager)

Date: \_\_\_\_\_

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_  
Milford Wayne Donaldson, FAIA  
State Historic Preservation Officer

Date: \_\_\_\_\_

DRAFT

## APPENDIX A

The following Undertakings require only administrative review by the CITY and not the SHPO or the ACHP pursuant to Stipulation III of this PA.

1. Demolition and rehabilitation of facilities that are not Historic Properties, except when a proposed addition of such facilities may affect a surrounding or adjacent historic district;
2. Repair, replacement and installation of the following systems provided that such work does not affect the exterior of a property or require new duct installation throughout the interior:
  - a. electrical work;
  - b. plumbing pipes and fixtures, including water heaters;
  - c. heating and air conditioning system improvements;
  - d. fire and smoke detector system installation;
  - e. sprinkler system installation;
  - f. ventilation system installation;
  - g. interior elevator or wheelchair conveying system; and
  - h. bathroom improvements where work is restricted to an existing bathroom.
3. Repair or partial replacement of porches, decks, cornices, exterior siding, doors, thresholds, balustrades, stairs, or other trim when the repair or replacement is done in-kind to closely match existing material and form;
4. Installation of new shelf space or improvement of such, and repair, replacement, and installation of cabinets, countertops, and appliances;
5. Repair or replacement of fencing, gates and freestanding exterior walls when work is done in-kind to match existing materials and form;
6. Repair, replacement or installation of windows and storm windows (exterior, interior, metal or wood) provided these match the shape, size and materials of the historic windows and provided that, for storm windows, the meeting rail coincides with that of the historic window. Color should match trim. If reproduction of damaged elements must be accomplished with new materials then any reproduction or replacement shall be in kind;
7. Installation of new window jambs, jamb liners, and screens;
8. Caulking, weather-stripping, reglazing and repainting of windows;
9. Roof repair or replacement of historic roofing with materials that closely match existing materials and forms. Cement asbestos shingles may be replaced with asphalt-based shingles;

10. Repair, replacement or installation of gutters and down spouts;
11. Repainting and refinishing of exterior or interior surfaces, including but not limited to walls, floors, and ceilings, provided that harmful surface preparation treatments including but not limited to water blasting, sandblasting, and chemical removal are not used and that work is done in-kind to match existing material and form;
12. Repair or replacement of awnings and signs when work is done in-kind to closely match the existing material and form;
13. Installation of insulation, with the exception of area formaldehyde form insulation or any other thermal insulation with a water content into wall cavities, provided that decorative interior plaster or woodwork or exterior siding is not altered by this work item;
14. Installation or replacement of security devices, including dead bolts, door locks, window latches, security grilles, surveillance cameras and door peepholes, and electronic security systems;
15. Installation of grab bars, handrails, guardrails and minor interior and exterior modifications for disabled accessibility;
16. Modifications of and improvements to path of travel for persons with disabilities from, to and within a building, structure, playground, or park.
17. Repair or replacement of interior stairs when work is done in-kind to match existing material and form;
18. Replacement of non-significant flat stock trim
19. Repair or replacement of existing roads, driveways, sidewalks, curbs, curb ramps, speed bumps and gutters provided that work is done in-kin to closely match existing materials and forms and provided that there are only minimal changes in the dimensions and configurations of these features;
20. Repair, replacement and installation of the following, regardless of their location within or adjacent to an historic district:
  - a. Park furniture, including benches, picnic tables, chairs, planter boxes, barbecue pits and trellises.
  - b. Outdoor yard improvements, including play structure, matting, fencing, gates, play ground lighting, drinking fountain, play ground equipments, path of travel and ramps.
  - c. Landscaping, including tree planting, tree pruning, shrub removal, play court resurfacing or sodding, irrigation, murals and painting of game lines for school play yards and grounds.

21. Repair, replacement or installation of water, gas, storm, and sewer lines when the work qualifies as an exemption pursuant to Stipulation XI.B.
22. Acquisition of properties which is limited to the legal transfer of ownership with no physical improvements proposed;
23. Temporary bracing or shoring;
24. Anchoring of masonry walls to floor systems so long as anchors are embedded and concealed from exterior view such as in the HILTI systems;
25. Stabilization of foundations and addition of foundation bolts;
26. Rental and installation of scaffolding;
27. Installation of temporary, reversible barriers such as chain link fences and polyethylene sheeting or tarps;
28. Repair and replacement of any interior or exterior elements when the repair or replacement is done in-kind to closely match existing materials.

DRAFT

**RESOLUTION NO. 2009-30**

**RESOLUTION OF THE COUNCIL OF THE CITY OF VISALIA, COUNTY OF TULARE ADOPTING THE FIRST AMENDMENT TO THE PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF VISALIA AND THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICE REGARDING THE REHABILITATION OF HISTORIC PROPERTIES**

**WHEREAS**, the CITY of Visalia (CITY) proposes to administer and fund a rehabilitation program in the City of Visalia, California, with monies from the U. S. Department of Housing and Urban Development (HUD) under programs for which environmental review responsibilities have been delegated to the CITY by statute and which are subject to regulation under 24 CFR Part 58; and

**WHEREAS**, the CITY has determined that the implementation of these programs may affect properties included in or eligible for the National Register of Historic Places (Historic Properties) and has consulted with the California State Historic Preservation Officer (SHPO) pursuant 36 CFR §800.14(b) of the regulations implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f; and

**WHEREAS**, the CITY has notified the Advisory Council on Historic Preservation (Council) of the development of this first amendment Agreement and the Council has elected not to participate in the consultation;

**NOW, THEREFORE**, BE IT RESOLVED, That the City Council adopts the first amendment programmatic agreement, as follows (see attached)

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

I, , City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution No. passed and adopted by the Council of the City of Visalia at a regular meeting held on July 13, 2009.



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9n

**Agenda Item Wording:** Authorization for the City Manager to execute an FAA Entitlement Grant Agreement for an amount up to \$550,000 for the rehabilitation of the eastside taxiway edge lighting system, airport signage and the emergency generator for the Visalia Municipal Airport.

**Deadline for Action:** July 30, 2009

**Submitting Department:** Administration - Airport

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

**Department Recommendation**

City Staff recommends that Council authorize the City Manager to execute this FAA Grant Agreement, once it is received. The grant will be for an amount up to \$550,000 and is being awarded as part of a previous year's remaining Entitlement grant. The project includes replacing existing taxiway edge lighting with new LED taxiway lighting and the replacement of airfield guidance signs and emergency generator. The required 5% match for the grant will be paid out of the Airport Enterprise Fund.

**Summary/Background**

In June, the Federal Aviation Administration (FAA) notified staff that there was funding available from a previous year's entitlement program and that they were prepared to make a grant offer to the Visalia Airport in the amount of \$470,000 if the project could be advertised, awarded and completed by September 30, 2009. Previously, in preparation for the release of federal stimulus funding, the airport had several projects designed already. The taxiway lighting project was one of those projects. Additionally, a recent FAA inspection noted that many of the airport's guidance signs were beginning to fade and a recommendation was made to replace them as part of a future year's grant.

The airfield guidance signs were installed with the taxiway lighting work in 1986. The signs are old now with some of them fading and replacement parts are becoming harder to find. This project will replace the old signs with new LED signs.

The taxiway edge lighting system on the taxiways was also installed in 1986. The system is now 23 years old, the resistance to ground in the cable system is low and extensive maintenance is required on an ongoing basis. The existing lights have incandescent lamps.

**For action by:**

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

**For placement on which agenda:**

- Work Session
- Closed Session

**Regular Session:**

- Consent Calendar
- Regular Item
- Public Hearing

Est. Time (Min.): 10

**Review:**

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

**Finance** \_\_\_\_\_  
**City Atty** 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.

This project will replace all existing lights, transformers and cable and with a modern LED lighting system.

The existing emergency generator and transfer switch are at least 30 years old and the engine uses propane for fuel. The generator and transfer switch are in poor condition and require extensive maintenance and it is difficult to obtain spare parts. This project proposes to replace the existing 30kW system with a new, diesel-powered 100kW system that is capable of powering the entire airport lighting system, instead of just the runway circuit.

All of the airport's lighting and signage is powered by a Pilot-controlled system. This means that the lighting system is activated by the pilots, utilizing the assigned radio frequency, and only used when needed. Consequently, the airport will see some savings in energy usage, but the primary savings from this project will come from reduced man hours needed to maintain the system and less frequent need to change burned out lamps.

**Prior Council/Board Actions:**

Council has routinely authorized the acceptance of annual FAA grant agreements in the same manner.

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):**  
Move to Authorize the City Manager to execute the Federal Aviation Administration Grant Agreement for AIP 25 funding the Rehabilitation of taxiway lighting, airport signage and the emergency generator for the Visalia Municipal Airport.

***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:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9o

**Agenda Item Wording:** Authorization to award bid No 08-09-48, Ground Water Monitoring, to Moore Twining for the bid price of \$35,744.

**Deadline for Action:** July 13, 2009

**Submitting Department:** Public Works

**Contact Name and Phone Number:** Jim Ross, Public Works Manager, 713-4466

**Department Recommendation:**

It is recommended that Council authorize staff to award Bid No. 08-09-48 for groundwater monitoring services at and near the water conservation plant to Moore Twining Laboratories in the amount of \$35,744. This is a one year contract, renewable annually for up to four consecutive one year periods.

**Summary:**

A condition of the City's wastewater discharge permit is quarterly groundwater sampling of each of the 14 monitoring wells at and near the water conservation plant.

Wells are sampled and analyzed for such constituents as general minerals, pH, electrical conductivity, nitrogen compounds, organic compounds, coliform bacteria, and other constituents. Results are included in quarterly reports which are submitted to the Regional Water Quality Control Board.

For the five years, Moore Twining has held the contract to perform the groundwater monitoring. This contract has expired and a competitive bid process was conducted. Nine bids were received in response to a Request For Bids (RFB). The bid totals are summarized below.

**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.

<b>Company</b>	<b>Location</b>	<b>Bid Price</b>
Moore Twining	Fresno, CA	\$35,744.00
BSK Assoc.	Visalia, CA	\$36,587.00
Geocon Inland Empire	Bakersfield, CA	\$38,100.00
Geological Technics, Inc.	Modesto, CA	\$43,624.00
Provost & Prichard	Visalia, CA	\$46,386.00
Stantec Consulting Corp	Fresno, CA	\$46,471.60
Bryan Stirat & Assoc.	Diamond Bar, CA	\$48,590.00
Soils Eng.	Bakersfield, CA	\$56,840.00
Carlton Engineering	Shingle Springs, CA	\$56,926.84

The bid amounts above reflect the testing most likely to be needed, though actual requirements may vary somewhat. As part of the bid package, each laboratory was required to submit a unit price for each type of analysis likely to be performed; all invoices will be based on this information.

Twining Laboratories is a large, well established laboratory. They are accredited by the State of California and have performed groundwater sampling for the City of Visalia for the past five years.

Staff recommends awarding Moore Twining Laboratories the contract for groundwater monitoring in the amount of \$35,744. This is a one year contract, renewable annually for up to four consecutive one year periods.

This contract is being funded 100% from the Wastewater Enterprise Fund.

**Prior Council/Board Actions:** none

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

**Alternatives:** No viable alternative exists. Failure to fulfill permit and pretreatment program requirements will lead to the state of California imposing fines designed to eliminate any economic incentive from not fulfilling the requirements.

**Attachments:** none

**Recommended Motion (and Alternative Motions if expected):**  
 Move to authorize staff to award RFB No. 08-09-48, Annual Contract for Groundwater Monitoring, to Moore Twining at an estimated annual cost of \$35,744.

***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:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9p

**Agenda Item Wording:** Alternative Requirements and Revisions applied by HUD to the use of Neighborhood Stabilization Program (NSP) funds, considered Community Development Block Grant (CDBG) funds, from the U. S. Government through the Department of Housing and Urban Development (HUD).

**Deadline for Action:** July 13, 2009

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

**Contact Name and Phone Number:**

Ricardo Noguera, Housing & Economic Development Director (713-4190); Rhonda Haynes, Housing Specialist (713-4460)

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

- 1) Approve HUD's authorization with Neighborhood Stabilization Program (NSP) funds to reduce the fifteen-percent (15%) purchase price below appraised market value discount to one-percent (1%); and
- 2) Authorize City Manager or Housing & Economic Development Director to implement HUD's policies & procedural amendments without further Council review; and
- 3) Authorize City Manager, or Housing & Economic Development Director to adjust program goals to maximize expenditure of NSP funds.

**Summary / Background:** On October 6, 2008, the Office of the Secretary of the U.S. Department of Housing and Urban Development (HUD) advised the public of the allocation amounts to grantees under Title III of Division B of the Housing and Economic Recovery Act of 2008 (HERA), for the purpose of assisting in the redevelopment of abandoned and foreclosed homes under the Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes heading, referred to as the Neighborhood Stabilization Program (NSP). The City of Visalia received an allocation of **\$2,388,331**. To date the City has acquired 4 properties, is in the process of acquiring 5 additional properties and has begun rehabilitation on its first acquired home totaling approximately \$565,000. Staff returned January 5, 2009, for approval to jumpstart the program with

**For action by:**

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

**For placement on which agenda:**

- Work Session
- Closed Session

**Regular Session:**

- Consent Calendar
- Regular Item
- Public Hearing

Est. Time (Min.): 10

**Review:**

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

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

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

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



\$500,000 of Redevelopment Agency Low Mod Funding and returned in June 2009 to purchase properties at the appraised market value with the use of the RDA funding.

On June 19, 2009, HUD published substantive revisions and non substantive technical corrections, clarifications to the October 2008 notice primarily due to the result of changes made through the American Recovery and Reinvestment Act (ARRA) of 2009 approved February 17, 2009.

**Reduced minimum percentage discount to acquire property:**

The primary changes that pertain to the City's HERA- CDBG-NSP Program to acquire foreclosed properties, rehabilitate and resell to income qualifying families is the requirement to acquire properties at a fifteen (15%) percent discount. The required minimum discount required under the June 19<sup>th</sup> Federal Register docket, is no less than one percent (1%) of the appraised market value. HUD encourages and the City will continue to make offers at discounts (reductions equal to the current condition of the home, avoided costs of holding, marketing and selling the home) between fifteen percent (15%) and the one-percent (1%) required discount. This allows for greater flexibility and assists the ability to maximize homeownership and rehabilitation rather than encourage the acquisition by investors.

HUD encourages the grantees (City) to take reasonable steps to disclose any discount/price reduction resulting from compliance with HERA or other legal requirements, such as posting sales data on the City's website, providing such information to the Multiple Listing Services (MLS).

**Clarification as to allowed costs to resell property:**

The HERA Act clarification states that eligible NSP costs for properties acquired, rehabilitated and sold to a family as a primary residence shall be in an amount equal to or less than the cost to acquire, rehab (to a decent, safe, habitable condition). Those costs generally include closing costs and related activity delivery costs, which generally may include costs related to the sale of the property.

**Revolving use of NSP Funds:** All funds initially invested in the purchase and rehabilitation of the home with NSP funding will be paid in full through the new first mortgage. The NSP funding is then returned to the City and reinvested in additional properties in accordance with NSP regulations. No profit may be earned by the City on these transactions. While the City is estimating to purchase between 10 and 20 homes, the actual total number of purchases may be 30 to 40 homes depending on the success of the re-use of the funds. For the homes where the buyers are unsuccessful in securing conventional loans, the City may serve as the primary lender. However, the funds will not be recycled but loan payments will serve as program income.

**Further HUD amendments to HERA and/or ARRA act as it pertains to the NSP Program:**

As HUD continues to make corrections, minor amendments and or clarifications to the HERA and/or ARRA Acts of 2008 and 2009, staff requests that the City's program adjust to the federal requirements without further review by City Council and allow such changes to take place under review by the City Manager.

**Prior Council/Board Actions:** 2008-09 Annual Action Plan adopted on April 21, 2008; 2008-09 Substantial Action Plan Amendment adopted on November 03, 2008; January 5, 2009 and June 3, 2009 Council approval of Redevelopment Low Mod Funds.

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

**Alternatives:** None

**Attachments:**

Exhibit "A" Federal Docket for the NSP Program

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

- 1) Approve and adopt Alternative Requirements and Revisions applied under HUD's bridge notice, to the use of the Neighborhood Stabilization Program (NSP) funds herein treated by HUD as a special Community Development Block Grant (CDBG) allocation to address the problem of abandoned and foreclosed homes; and
- 2) Authorize any changes to the requirements, technical corrections or clarifications to become effective upon federal register docket notification without further City Council review; and
- 3) Authorize City Manager, or Housing & Economic Development Director to adjust program goals to maximize expenditure of NSP funds.

***Environmental Assessment Status***

**CEQA Review:** N/A

**NEPA Review:** Completed.

Copies of this report have been provided to:

**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)*

Exhibit "A"

response, and recovery capabilities at the regional, State, local, and Tribal levels in the National Incident Management System collection tool, data will be collected on the respondent's ability to meet the established NIMS Implementation

Objectives. The State Preparedness Report collection tool will address questions about current capabilities that have not already been answered through other assessments and reports, focusing on level of performance of individual activities for the 37 capabilities set forth

in the Target Capabilities List (TCL) 2.0. FEMA collects this data to guide policy and resource allocation decisions.  
*Affected Public:* State, Local and Tribal Government.  
*Estimated Total Annual Burden Hours:* 24,278 hours.

TABLE A.12—ESTIMATED ANNUALIZED BURDEN HOURS AND COSTS

Type of respondent	Form name/Form No.	Number of respondents	Number of responses per respondent	Avg. burden per response (in hours)	Total annual burden (in hours)	Avg. hourly wage rate	Total annual respondent cost
State, local or Tribal government.	National Incident Management System/No Form Number.	3926	1	5	19,630	28.60	\$785,985
State, local or Tribal government.	State Preparedness Report/No Form Number.	56	1	83	4,648	28.60	186,106
Total .....	.....	.....	.....	.....	24,278	.....	972,091

*Estimated Cost:* There is no annual reporting and recordkeeping cost associated with this collection.

**Comments**

Comments may be submitted as indicated in the ADDRESSES caption above. Comments are solicited to (a) evaluate whether the proposed data collection is necessary for the proper performance of the agency, including whether the information shall have practical utility; (b) evaluate the accuracy of the agency's estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used; (c) enhance the quality, utility, and clarity of the information to be collected; and (d) minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g., permitting electronic submission of responses.

Larry Gray,  
 Director, Records Management Division,  
 Office of Management, Federal Emergency  
 Management Agency, Department of  
 Homeland Security.  
 [FR Doc. E9-14480 Filed 6-18-09; 8:45 am]  
 BILLING CODE 9111-46-P

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

[Docket No. FR-5280-N-23]

**Federal Property Suitable as Facilities To Assist the Homeless**

**AGENCY:** Office of the Assistant Secretary for Community Planning and Development, HUD.

**ACTION:** Notice.

**SUMMARY:** This Notice identifies unutilized, underutilized, excess, and surplus Federal property reviewed by HUD for suitability for possible use to assist the homeless.

**DATES:** *Effective Date:* June 19, 2009.

**FOR FURTHER INFORMATION CONTACT:** Kathy Ezzell, Department of Housing and Urban Development, 451 Seventh Street, SW., Room 7262, Washington, DC 20410; telephone (202) 708-1234; TTY number for the hearing- and speech-impaired (202) 708-2565. (these telephone numbers are not toll-free), or call the toll-free Title V information line at 800-927-7588.

**SUPPLEMENTARY INFORMATION:** In accordance with the December 12, 1988 court order in *National Coalition for the Homeless v. Veterans Administration*, No. 88-2503-OG (D.D.C.), HUD publishes a Notice, on a weekly basis, identifying unutilized, underutilized, excess and surplus Federal buildings and real property that HUD has reviewed for suitability for use to assist the homeless. Today's Notice is for the purpose of announcing that no additional properties have been determined suitable or unsuitable this week.

Dated: June 11, 2009.

Mark R. Johnston,  
 Deputy Assistant Secretary for Special Needs.  
 [FR Doc. E9-14118 Filed 6-18-09; 8:45 am]  
 BILLING CODE 4210-67-P

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

[Docket No. FR-5255-N-02]

**Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees Under the Housing and Economic Recovery Act, 2008; Revisions to Neighborhood Stabilization Program (NSP) and Technical Corrections**

**AGENCY:** Office of the Assistant Secretary for Community Planning and Development, HUD.

**ACTION:** Notice of allocation method, waivers granted, alternative requirements applied, and statutory program requirements; revisions to Neighborhood Stabilization Program and technical corrections.

**SUMMARY:** On October 6, 2008, the Department published a notice advising the public of the allocation formula and allocation amounts, the list of grantees, alternative requirements, and the waivers of regulations granted to grantees under Title III of Division B of the Housing and Economic Recovery Act of 2008, for the purpose of assisting in the redevelopment of abandoned and foreclosed homes under the Emergency Assistance for Redevelopment of

Abandoned and Foreclosed Homes heading, referred to throughout this notice as the Neighborhood Stabilization Program (NSP). This document advises the public of substantive revisions to the October 6, 2008, notice, primarily as a result of changes to NSP made by the American Recovery and Reinvestment Act of 2009. This document also makes a number of non-substantive technical corrections or clarifications to the October 6, 2008 notice.

**DATES:** The effective date (except as specified herein) remains as published in the Federal Register on October 6, 2008.

**FOR FURTHER INFORMATION CONTACT:** Stanley Gimont, Director, Office of Block Grant Assistance, Department of Housing and Urban Development, 451 Seventh Street, SW., Room 7286, Washington, DC 20410, telephone number 202-708-3587. Persons with hearing or speech impairments may access this number via TTY by calling the Federal Information Relay Service at 800-877-8339. FAX inquiries may be sent to Mr. Gimont at 202-401-2044. (Except for the "800" number, these telephone numbers are not toll-free.)

**SUPPLEMENTARY INFORMATION:** Title III of Division B of the Housing and Economic Recovery Act, 2008 (HERA) (Pub. L. 110-289, approved July 30, 2008) appropriated \$3.92 billion for emergency assistance for the redevelopment of abandoned and foreclosed homes and residential properties, and provides under a rule of construction that, unless HERA states otherwise, the grants are to be considered Community Development Block Grant (CDBG) funds. The grant program under Title III is commonly referred to as the Neighborhood Stabilization Program (NSP). HERA authorizes the Secretary to specify alternative requirements to any provision under Title I of the Housing and Community Development Act of 1974, as amended, (the HCD Act) except for requirements related to fair housing, nondiscrimination, labor standards, and the environment (including lead-based paint), in accordance with the terms of section 2301 of HERA and for the sole purpose of expediting the use of grant funds. On October 6, 2008, HUD published a notice (73 FR 58330) advising the public of the allocation formula and allocation amounts, the list of grantees, alternative requirements, and waivers granted. Today's notice advises the public of substantive revisions to the October 6, 2008 notice, primarily as a result of changes to NSP made by Title XII of Division A of the

American Recovery and Reinvestment Act of 2009 (the "Recovery Act") (Pub. L. 111-005, approved February 17, 2009). Today's notice also makes a number of non-substantive technical corrections to the October 6, 2008 publication.

#### Substantive Revisions

The substantive revisions made by this notice follow. The Federal Register page number identifies where the language to be revised can be found in the October 6, 2008, notice.

A. Section 2301(c)(3)(C) of HERA was amended to permit NSP funds to be used to establish and operate land banks for homes and residential properties that have been foreclosed upon. As a result, and to ensure consistency with section 2301(c)(3)(C) of HERA, HUD is amending the definition of "Land Bank" at page 58332 to read as follows:

*Land bank.* A land bank is a governmental or nongovernmental nonprofit entity established, at least in part, to assemble, temporarily manage, and dispose of vacant land for the purpose of stabilizing neighborhoods and encouraging re-use or redevelopment of urban property. For the purposes of NSP, a land bank will operate in a specific, defined geographic area. It will purchase properties that have been foreclosed upon and maintain, assemble, facilitate redevelopment of, market, and dispose of the land-banked properties. If the land bank is a governmental entity, it may also maintain foreclosed property that it does not own, provided it charges the owner of the property the full cost of the service or places a lien on the property for the full cost of the service.

The table of NSP eligible uses on page 58338 has also been revised to reflect this change. The corrected table of eligible NSP uses is published below. In addition, the definition of *Subrecipient* on page 58332 is revised to clarify that a land bank is a subrecipient, as follows:

*Subrecipient.* Subrecipient shall have the same meaning as at the first sentence of 24 CFR 570.500(c). This includes any nonprofit organization (including a unit of general local government) that a state awards funds to. The term also includes any land bank receiving NSP funds from the grantee or other subrecipient.

B. Section 2301(d)(4) of HERA, which established requirements for the disposition of revenue generated by NSP assisted activities, was repealed by the Recovery Act. As a result of this repeal, revenue generated from the use of NSP funds and received by a private individual or other entity that is not a subrecipient is not required to be

returned to the grantee as was required by section 2301(d)(4). Notwithstanding the elimination of this requirement, grantees are strongly encouraged to avoid the undue enrichment of entities that are not subrecipients. For example, grantees are encouraged to structure assistance to developers that undertake acquisition and/or rehabilitation as loans rather than grants. Grantees are also encouraged to include language in agreements with entities that are not subrecipients that provides for grantees to share in any excess cash flow generated by the assisted project to the extent practicable. (Generally, excess cash flow on a real estate project is the amount of cash generated from operations, sales, or refinancing that is in excess of the amount required to provide the owner a reasonable return on its equity investment.) A further result of the repeal of this provision is that program income received after July 30, 2013 is not required to be returned to HUD for deposit in the Treasury. However, the program income requirements of the CDBG program are still applicable to income directly generated from the use of NSP funds and received by grantees or subrecipients. Accordingly, the definition of "Revenue for the purposes of section 2301(d)(4)" on page 58332, first column, of the October 6, 2008, notice is removed. In addition, Section N beginning on page 58340, second column, of the October 6, 2008 notice is revised to read as follows:

#### N. Alternative Requirement for Program Income Generated by Activities Assisted With Grant Funds

##### Requirement

1. Revenue (*i.e.*, gross income) received by a state, unit of general local government, or subrecipient (as defined at 24 CFR 570.500(c)) that is directly generated from the use of CDBG funds (which term includes NSP grant funds) constitutes CDBG program income. To ensure consistency of treatment of such program income, the definition of program income at 24 CFR 570.500(a) shall be applied to amounts received by states, units of general local government, and subrecipients.

2. Cash management. Substantially all program income must be disbursed for eligible NSP activities before additional cash withdrawals are made from the U.S. Treasury.

3. Agreements with subrecipients. States and units of general local government must incorporate in subrecipient agreements such provisions as are necessary to ensure

compliance with the requirements of this section.

C. Section 2301(d)(1) of HERA limits the purchase price of a foreclosed upon home or residential property by requiring the property to be purchased at a discount from the current market appraised value. Section Q of the October 6, 2008, notice implemented purchase discount requirements on individual purchase transactions and purchase transactions in the aggregate. HUD has received numerous expressions of concern from grantees and other interested parties that the current requirements need to be modified to permit greater flexibility in addressing local market conditions and to avoid a downward spiral in property values in neighborhoods where discounts are reflected in valuations for subsequent sales. HUD agrees that the current purchase discount requirements should be modified. Additional flexibility is needed for those situations that involve acquisition of foreclosed upon properties that cannot be purchased at the minimum discount of 5 percent required for individual transactions and the 15 percent minimum discount required for transactions in the aggregate. Many grantees have indicated that some real estate owned (REO) holders are unable or unwilling to sell a property at a price that reflects such a discount. Of more concern to many grantees is the potentially adverse impact that discounted sales prices on foreclosed properties may have on other properties in the neighborhood where the foreclosures occurred. One concern is that a property sold at a discount may be used as a comparable sale for purposes of subsequent appraisals in the neighborhood where the foreclosure occurred. Since the discount has to be taken against the current market appraised value, the use of the discounted sales price as a comparable would understate the true market value of that property. Although HUD has confirmed with representatives of the appraisal industry that such sales transactions should not be used as comparables in other appraisals, no guarantee exists that appraisers would in all cases be aware that the sales price reflected a governmentally required discount. Of further concern to many grantees is the effect of section 2301(d)(3) of HERA which provides that the sale of a foreclosed upon property that was acquired with NSP assistance to an individual as a primary residence cannot be greater than the cost to acquire and rehabilitate or redevelop such property. Thus, it is possible that

the purchase discount will be reflected in two sales transactions involving the same property, i.e., the sale of the foreclosed property to the grantee and the subsequent resale of the property by the grantee to an individual as a primary residence. Again, while neither of these transactions should be used as a comparable for subsequent appraisals in the neighborhood, the grantee cannot assure that the transaction(s) will be ignored for such purpose. Based on the foregoing considerations, HUD has determined that the current requirements for purchase discounts in the aggregate impair the effective implementation of HERA and should be deleted. As a result, today's publication eliminates at page 58342, second column, the 15 percent aggregate discount requirement at Section Q.1.b of the October 6, 2008, notice. However, although section 2301(d)(1) requires that a foreclosed upon home or residential property be purchased at a discount, the level of the discount is not specified. HUD has decided to reduce the minimum individual discount requirement from 5 percent to 1 percent. HUD believes that this reduction will provide grantees with maximum flexibility to avoid the potentially adverse impact of discounts on neighborhood property values. Grantees are nonetheless encouraged to negotiate with lenders to obtain price reductions commensurate with the avoided costs of holding, marketing and selling the homes. Grantees are also encouraged to take reasonable steps to ensure disclosure of any discount/price reduction resulting from compliance with HERA or other applicable legal requirements. Such steps may include posting sales data on individual acquisitions (sales price, current market appraised value, and discount/price reduction) on the grantee's Web site, providing such data to multiple listing services, and including the information in the deed transferring title to the purchaser (if permitted under state or local laws or regulations). Grantees are also reminded that they can prohibit the use of NSP-funded acquisitions as comparables in the scope of work developed for appraisals procured in connection with subsequent acquisitions. Accordingly, the background and requirements for Section Q, Purchase Discount, at page 58342 of the October 6, 2008, notice are revised to read as follows:

*Q. Purchase Discount*

**Background**

Section 2301(d)(1) limits the purchase price of a foreclosed home, as follows:

"Any purchase of a foreclosed upon home or residential property under this section shall be at a discount from the current market appraised value of the home or property, taking into account its current condition, and such discount shall ensure that purchasers are paying below-market value for the home or property."

To ensure that uncertainty over the meaning of this section does not delay program implementation, HUD is defining "current market appraised value" in this notice. In recognition of the statutory discount requirement, HUD is requiring a minimum discount of 1 percent for each residential property purchased with NSP funds. Grantees are nonetheless encouraged to negotiate with lenders to obtain price reductions commensurate with the avoided costs of holding, marketing and selling the homes.

**Requirements**

1. Each foreclosed-upon home or residential property shall be purchased at a discount of at least 1 percent from the current market-appraised value of the home or property.

2. An NSP grantee may not provide NSP funds to another party to finance an acquisition of tax foreclosed (or any other) properties from itself, other than to pay necessary and reasonable costs related to the appraisal and transfer of title. If NSP funds are used to pay such costs when property owned by the grantee is conveyed to a subrecipient, homebuyer, developer, or other jurisdiction, the property is NSP-assisted and subject to all program requirements, such as requirements for NSP-eligible use and benefit to income-qualified persons.

3. The address, appraised value, purchase offer amount, and discount amount of each property purchase must be documented in the grantee's program records. D. As noted in the discussion of the NSP purchase discount requirements, section 2301(d)(1) of HERA requires that the purchase price of a foreclosed upon home or residential property must reflect a discount from the current market appraised value of the property. The October 6, 2008, notice defined "current market appraised value" to mean the value of the property established through an appraisal made in conformity with URA appraisal requirements. HUD has determined that compliance with URA appraisal requirements is unnecessarily burdensome if the anticipated value of the proposed acquisition is estimated at \$25,000 or less and the acquisition is voluntary. Consequently, if the grantee determines that the anticipated value of

the proposed acquisition is estimated at \$25,000 or less and the acquisition is voluntary, the current market appraised value of the property may be established by a valuation of the property that is based on a review of available data and is made by a person qualified to make the valuation. The definition of "current market appraised value" on page 58331, third column, of the October 6, 2008 notice is revised to read as follows:

*Current market appraised value.* The current market appraised value means the value of a foreclosed upon home or residential property that is established through an appraisal made in conformity with the appraisal requirements of the URA at 49 CFR 24.103 and completed within 60 days prior to an offer made for the property by a grantee, subrecipient, developer, or individual homebuyer; provided, however, if the anticipated value of the proposed acquisition is estimated at \$25,000 or less, the current market appraised value of the property may be established by a valuation of the property that is based on a review of available data and is made by a person the grantee determines is qualified to make the valuation.

E. The Recovery Act included several provisions concerning tenants' rights that are applicable to acquisitions under HERA. A grantee must document its efforts to ensure that the initial successor in interest in a foreclosed upon dwelling or residential real property (typically, the initial successor in interest in property acquired through foreclosure is the lender or trustee for holders of obligations secured by mortgage liens) has provided *bona fide* tenants with the notice and other protections outlined in the Recovery Act. Grantees are cautioned that NSP funds may not be used to finance the acquisition of property from the initial successor in interest that failed to comply with applicable requirements unless it assumes the obligations of such initial successor in interest with respect to *bona fide* tenants. Grantees who elect to assume such obligations are reminded that tenants displaced as a result of the NSP funded acquisition are entitled to the benefits outlined in 24 CFR 570.606, Section K, Acquisition and Relocation, on page 58339 of the October 6, 2008 notice is amended by adding the following requirements at the end thereof:

2. The following requirements apply to any foreclosed upon dwelling or residential real property that was acquired by the initial successor in interest pursuant to the foreclosure after February 17, 2009 and was occupied by a *bona fide* tenant at the time of

foreclosure. The use of NSP funds for acquisition of such property is subject to a determination by the grantee that the initial successor in interest complied with these requirements.

a. The initial successor in interest in a foreclosed upon dwelling or residential real property shall provide a notice to vacate to any *bona fide* tenant at least 90 days before the effective date of such notice. The initial successor in interest shall assume such interest subject to the rights of any *bona fide* tenant, as of the date of such notice of foreclosure: (i) Under any *bona fide* lease entered into before the notice of foreclosure to occupy the premises until the end of the remaining term of the lease, except that a successor in interest may terminate a lease effective on the date of sale of the unit to a purchaser who will occupy the unit as a primary residence, subject to the receipt by the tenant of the 90-day notice under this paragraph; or (ii) without a lease or with a lease terminable at will under State law, subject to the receipt by the tenant of the 90-day notice under this paragraph, except that nothing in this section shall affect the requirements for termination of any Federal- or State-subsidized tenancy or of any State or local law that provides longer time periods or other additional protections for tenants.

b.i. In the case of any qualified foreclosed housing in which a recipient of assistance under section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) (the "Section 8 Program") resides at the time of foreclosure, the initial successor in interest shall be subject to the lease and to the housing assistance payments contract for the occupied unit.

ii. Vacating the property prior to sale shall not constitute good cause for termination of the tenancy unless the property is unmarketable while occupied or unless the owner or subsequent purchaser desires the unit for personal or family use.

iii. If a public housing agency is unable to make payments under the contract to the immediate successor in interest after foreclosure, due to (A) an action or inaction by the successor in interest, including the rejection of payments or the failure of the successor to maintain the unit in compliance with the Section 8 Program or (B) an inability to identify the successor, the agency may use funds that would have been used to pay the rental amount on behalf of the family—(1) to pay for utilities that are the responsibility of the owner under the lease or applicable law, after taking reasonable steps to notify the owner that it intends to make payments

to a utility provider in lieu of payments to the owner, except prior notification shall not be required in any case in which the unit will be or has been rendered uninhabitable due to the termination or threat of termination of service, in which case the public housing agency shall notify the owner within a reasonable time after making such payment; or (2) for the family's reasonable moving costs, including security deposit costs.

c. For purposes of this section, a lease or tenancy shall be considered *bona fide* only if: (i) The mortgagor under the contract is not the tenant; (ii) the lease or tenancy was the result of an arms length transaction; and (iii) the lease or tenancy requires the receipt of rent that is not substantially less than fair market rent for the property.

d. The grantee shall maintain documentation of its efforts to ensure that the initial successor in interest in a foreclosed upon dwelling or residential real property has complied with the requirements under section K.2.a. and K.2.b. If the grantee determines that the initial successor in interest in such property failed to comply with such requirements, it may not use NSP funds to finance the acquisition of such property unless it assumes the obligations of the initial successor in interest specified in section K.2.a. and K.2.b. If a grantee elects to assume such obligations, it must provide the relocation assistance required pursuant to 24 CFR 570.606 to tenants displaced as a result of an activity assisted with NSP funds and maintain records in sufficient detail to demonstrate compliance with the provisions of that section.

3. The recipient of any grant or loan made from NSP funds may not refuse to lease a dwelling unit in housing with such loan or grant to a participant under the Section 8 Program because of the status of the prospective tenant as such a participant.

4. This section shall not preempt any Federal, State or local law that provides more protections for tenants.

F. HUD has determined that HUD-approved homebuyer counseling services may not be available to all grantees. To provide for such situations, section B.3.b. on page 58334 of the October 6, 2008 notice, is revised as follows to allow a grantee to submit a request for an exception to the requirement that each NSP-assisted homebuyer must receive and complete at least 8 hours of homebuyer counseling from a HUD-approved counseling agency.

b. The grantee must require each NSP-assisted homebuyer to receive and

complete at least 8 hours of homebuyer counseling from a HUD-approved housing counseling agency before obtaining a mortgage loan. If the grantee is unable to meet this requirement for a good cause (e.g., there are no HUD-approved housing counseling agencies within the grantee's jurisdiction, or there are no HUD-approved housing counseling agencies within the grantee's jurisdiction that engage in homebuyer counseling), the grantee may submit a request for an exception to this requirement to the responsible HUD field office, and the HUD field office has the authority to grant an exception for good cause. The grantee must ensure that the homebuyer obtains a mortgage loan from a lender who agrees to comply with the bank regulators' guidance for non-traditional mortgages (see, Statement on Subprime Mortgage Lending issued by the Office of the Comptroller of the Currency, Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, Department of the Treasury, and National Credit Union Administration, available at <http://www.fdic.gov/regulations/laws/rules/5000-5160.html>). Grantees must design NSP programs to comply with this requirement and must document compliance in the records, for each homebuyer. Grantees are cautioned against providing or permitting homebuyers to obtain subprime mortgages for whom such mortgages are inappropriate, including homebuyers who qualify for traditional mortgage loans.

#### Technical Corrections

Summaries of the technical corrections made by this document follow. The Federal Register page number identifies where the language to be corrected can be found in the October 6, 2008 notice. The corrected text made by this notice follows.

A. On page 58334 under Section B.4.b., HUD inadvertently omitted to apply the alternative requirement for the minimum citizen comment period of 15 calendar days to substantial action plan amendments submitted subsequently to the initial NSP submission. The application of this alternative requirement to all substantial amendments is necessary to expedite the use of grant funds.

#### Correction

On page 58334, Section B., paragraph 4.b. should read as follows:

b. Each grantee must prepare and submit its annual Action Plan amendment to HUD in accordance with the consolidated plan procedures for a

substantial amendment under the annual CDBG program as modified by this notice or HUD will reallocate the funds allocated for that grantee. HUD is providing alternative requirements to 42 U.S.C. 5304(a)(2) and waiving 91.105(c)(2), 91.105(k), 91.115(c)(2), and 91.115(i) to the extent necessary to allow the grantee to provide no fewer than 15 calendar days for citizen comment (rather than 30 days) for its initial NSP submission and any subsequent substantial NSP action plan amendment, and to require that, at the time of submission to HUD, each grantee post its approved action plan amendment and any subsequent NSP amendments on its official website along with a summary of citizen comments received within the 15-day comment period. After HUD processes and approves the plan amendment and both HUD and the grantee have signed the grant agreement, HUD will establish the grantee's line of credit in the amount of funds included in the Action Plan amendment, up to the allocation amount.

B. On page 58335 under Section E and the paragraph entitled "Background," HUD erroneously included a statement that an activity may meet the HERA low- and moderate-income national objective if the assisted activity, "Creates or retains jobs for persons whose household incomes are at or below 120 percent of median income (LMMI)." As a result, HUD is removing on page 58335, third column, the bulleted statement that reads: "Creates or retains jobs for persons whose household incomes are at or below 120 percent of median income (LMMI)." If an NSP Action Plan substantial amendment included an activity that addressed the HERA low- and moderate-income national objective requirement on the basis of job creation or retention and funds have not been obligated for that activity, the grantee should submit an amendment that includes one or more new activities that comply with the NSP income eligibility requirements. If funds have already been obligated for the original activity in reliance on the October 6, 2008 notice language, the activity may be completed provided it is designed to create or retain permanent jobs and at least 51 percent of the jobs will be held by or made available to persons whose incomes are at or below 120 percent median income.

#### Correction

On page 58335 under Section E and the second paragraph under the section entitled "Background," should read as follows:

Second, this provision also redefines and supersedes the definition of "low- and moderate-income," effectively allowing households whose incomes exceed 80 percent of area median income but do not exceed 120 percent of area median income to qualify as if their incomes did not exceed the published low- and moderate-income levels of the regular CDBG program. To prevent confusion, HUD will refer to this new income group as "middle income," and keep the regular CDBG definitions of "low income" and "moderate income" in use. Further, HUD will characterize aggregated households whose incomes do not exceed 120 percent of median income as "low-, moderate-, and middle-income households," abbreviated as LMMH. For the purposes of NSP only, an activity may meet the HERA low- and moderate-income national objective if the assisted activity:

- Provides or improves permanent residential structures that will be occupied by a household whose income is at or below 120 percent of area median income (abbreviated as LMMH);
- Serves an area in which at least 51 percent of the residents have incomes at or below 120 percent of area median income (LMMI); or
- Serves a limited clientele whose incomes are at or below 120 percent of area median income (LMMI).

C. On page 58336, Section E., paragraph 2.e. under "National objectives supersession and alternative requirements," HUD inadvertently omitted a requirement regarding the amount of grant funds to house individuals or families whose incomes do not exceed 50 percent of area median income.

#### Correction

On page 58336, Section E., paragraph 2.e. is added as follows:

e. Not less than 25 percent of any NSP grant shall be used for the purchase and redevelopment of abandoned or foreclosed homes or residential properties that will be used to house individuals or families whose incomes do not exceed 50 percent of area median income.

D. On page 58338, in the second column of the table of NSP-eligible uses and correlated eligible activities from the CDBG entitlement regulations, HUD inadvertently omitted 24 CFR 570.202 from the list of activities correlated with eligible use (E). HUD inadvertently omitted "24 CFR 570" in the citation for community-based development organizations in the list of activities eligible correlated with eligible use (E). Although the October 6, 2008 notice



indicated that rehabilitation may include counseling for those seeking to take part in the activity, HUD inadvertently omitted to clarify that housing counseling is an eligible

activity delivery cost for any correlated eligible activity that requires an NSP-assisted homebuyer to complete homebuyer counseling pursuant to section B.3.b.

*Correction*

On page 58338, the table should read as follows:

NSP-eligible uses	Correlated eligible activities from the CDBG entitlement regulations
(A) Establish financing mechanisms for purchase and re-development of foreclosed upon homes and residential properties, including such mechanisms as soft-seconds, loan loss reserves, and shared-equity loans for low- and moderate-income homebuyers.	<ul style="list-style-type: none"> <li>• As part of an activity delivery cost for an eligible activity as defined in 24 CFR 570.206.</li> <li>• Also, the eligible activities listed below to the extent financing mechanisms are used to carry them out.</li> </ul>
(B) Purchase and rehabilitate homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties.	<ul style="list-style-type: none"> <li>• 24 CFR 570.201(a) Acquisition,</li> <li>(b) Disposition,</li> <li>(j) Relocation, and</li> <li>(n) Direct homeownership assistance (as modified below);</li> <li>• 570.202 eligible rehabilitation and preservation activities for homes and other residential properties.</li> <li>• HUD notes that any of the activities listed above may include required homebuyer counseling as an activity delivery cost.</li> </ul>
(C) Establish and operate land banks for homes and residential properties that have been foreclosed upon.	<ul style="list-style-type: none"> <li>• 24 CFR 570.201(a) Acquisition and (b) Disposition.</li> </ul>
(D) Demolish blighted structures .....	<ul style="list-style-type: none"> <li>• HUD notes that any of the activities listed above may include required homebuyer counseling as an activity delivery cost.</li> <li>• 24 CFR 570.201(d) Clearance for blighted structures only.</li> </ul>
(E) Redevelop demolished or vacant properties .....	<ul style="list-style-type: none"> <li>• 24 CFR 570.201(a) Acquisition,</li> <li>(b) Disposition,</li> <li>(c) Public facilities and improvements,</li> <li>(e) Public services for housing counseling, but only to the extent that counseling beneficiaries are limited to prospective purchasers or tenants of the redeveloped properties,</li> <li>(j) Relocation, and</li> <li>(n) Direct homeownership assistance (as modified below).</li> <li>• 24 CFR 570.202 Eligible rehabilitation and preservation activities for demolished or vacant properties.</li> <li>• 24 CFR 570.204 Community based development organizations.</li> <li>• HUD notes that any of the activities listed above may include required homebuyer counseling as an activity delivery cost.</li> </ul>

E. On page 58338 Section J, the third column, HUD incorrectly cited the legal authority in characterizing the substance of the paragraph.

*Correction*

On page 58338 Section J, third column, the paragraph should read as follows:

**Background**

Section 2301(d)(3) of HERA directs that, if an abandoned or foreclosed-upon home or residential property is purchased, redeveloped, or otherwise sold to an individual as a primary residence, then such sale shall be in an amount equal to or less than the cost to acquire and redevelop or rehabilitate such home or property up to a decent, safe, and habitable condition. (Sales and closing costs are eligible NSP redevelopment or rehabilitation costs.) Note that the maximum sales price for a property is determined by aggregating all costs of acquisition, rehabilitation,

and redevelopment (including related activity delivery costs, which generally may include, among other items, costs related to the sale of the property).

F. On page 58340, first column, under Section M and the third paragraph entitled "Background", HUD inadvertently included an incorrect citation for cash management requirements governing States.

*Correction*

On page 58340, the third paragraph after "Background" should read as follows:

A further complication is that HERA clearly expects grantees to earn program income under this grant program. As provided under 24 CFR 85.21 for entitlements, grantees and subrecipients shall disburse program income before requesting additional cash withdrawals from the U.S. Treasury. States are governed similarly by 24 CFR 570.489(e)(3) and 31 CFR part 205. This requirement is reflected in the

regulations governing use of program income by States and units of general local government under the CDBG program. This means that a grantee that successfully and quickly deploys its program and generates program income may obligate, draw down, and expend an amount equal to its NSP allocation amount, and still have funds remaining in its line of credit.

G. On page 58347 in Attachment A to the Notice, HUD inadvertently left one grantee off the list of local governments that qualify to receive an NSP allocation and included that grantee's allocation amount in the state's allocation.

*Correction*

At the bottom of page 58347, the allocation amount for the State of Maryland is corrected to read: \$26,704,504. A new line is inserted below the allocation for the State of Maryland and above the line for the allocation for Prince Georges County, Maryland to read:

State	Grantee name	NSP grant amount
MD .....	Montgomery County .....	\$2,073,965

H. In Attachment A to the Notice, HUD only listed a single allocation for multiple Insular Areas, without indicating the allocated amount for each Insular Area. Also, without this correction, Insular Areas were unable to submit amendments by the Notice deadline.

#### Correction

HUD directly notified the Insular Areas to establish a January 15, 2009, deadline for submission of an NSP substantial amendment. At the end of Attachment A, the allocations for the Insular Areas are inserted as follows:

Insular area	Allocation
Virgin Islands .....	\$579,451
Northern Marianas .....	364,162
Guam .....	100,674
American Samoa .....	100,000
<b>Total .....</b>	<b>1,144,287</b>

#### Additional Amendments

1. Environmental. A Finding of No Significant Impact (FONSI) with respect to the environment has been made for this Notice in accordance with HUD regulations at 24 CFR part 50, which implement section 102(2)(C) of the National Environmental Policy Act of 1969 (42 U.S.C. 4332(2)(C)). The FONSI is available for public inspection between 8 a.m. and 5 p.m. weekdays in the Regulations Division, Office of General Counsel, Department of Housing and Urban Development, 451 Seventh Street, SE., Room 10276, Washington, DC 20410-0500. Due to security measures at the HUD Headquarters building, an advance appointment to review the FONSI must be scheduled by calling the Regulations Division at (202) 708-3055 (this is not a toll-free number).

2. Waivers of Alternative Requirements. Alternative requirements in this Notice and the October 6, 2008, Notice (73 FR 58330) may be waived in the same manner as regulatory requirements. Grantees must submit a written request to HUD. Upon a determination of good cause, the Assistant Secretary for Community Development and Planning or the General Deputy Assistant Secretary for Community Development and Planning may, subject to statutory limitations, waive any provision of this Notice. Each waiver must be in writing and must

specify the grounds for approving the waiver.

Dated: June 11, 2009.  
 Nelson R. Bregón,  
 General Deputy Assistant Secretary, Office  
 of Community Planning and Development.  
 [FR Doc. E9-14360 Filed 6-18-09; 8:45 am]  
**BILLING CODE 4210-47-P**

#### DEPARTMENT OF THE INTERIOR

##### Bureau of Indian Affairs

##### Tribal Colleges and Universities Grants and Annual Reports

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Submission to the Office of Management and Budget.

SUMMARY: As required by the Paperwork Reduction Act, the Bureau of Indian Affairs (BIA) is submitting the following information collections to the Office of Management and Budget for renewal: (1) Tribal Colleges and Universities Annual Report Form, 25 CFR 41.9, OMB Control No. 1076-0105; and (2) Tribal Colleges and Universities Grant Application Form, 25 CFR 41.8, OMB Control No. 1076-0018.

DATES: Submit comments on or before July 20, 2009.

ADDRESSES: You may submit comments on the information collections to the Desk Officer for the Department of the Interior at the Office of Management and Budget, by facsimile to (202) 395-5806 or you may send an e-mail to: [OIRA\\_DOCKET@omb.eop.gov](mailto:OIRA_DOCKET@omb.eop.gov). Please send a copy of your comments to Kevin Skenadore, Bureau of Indian Education, 1849 C Street, NW., Mail Stop 3609-MIB, Washington, DC 20240-0001. Facsimile to 202-208-3271.

FOR FURTHER INFORMATION CONTACT: You may request further information or obtain copies of the information collections from Chris Redman, Education Planning Specialist, Telephone (405) 605-6051, extension 305.

#### SUPPLEMENTARY INFORMATION:

##### I. Abstract

These information collections allow the Department of the Interior to provide Tribally controlled colleges and universities with financial assistance under the Tribally Controlled College

Assistance Act of 1978, Public Law 95-471 (Act), and implementing regulations at 25 CFR part 41. The information collection associated with the grant application allows Bureau of Indian Education (BIE) staff to review grants to ensure that the Tribally controlled college or university is legally eligible for the grant. The information collection associated with the annual report allows BIE to obtain an accounting of amounts and purposes for which financial assistance was expended for the preceding academic year. A request for comments on this information collection request appeared in the Federal Register on Wednesday, March 11, 2009 (74 FR 10609). No comments were received regarding these information collections in response to the announcement.

##### II. Request for Comments

You are invited to send your comments on these information collections to the two locations listed in the ADDRESSES section. Your comments should address:

(a) The necessity of this information collection for the proper performance of the functions of the agency, including whether the information will have practical utility;

(b) The accuracy of the agency's estimate of the burden (hours and cost) of the collection of information, including the validity of the methodology and assumptions used;

(c) Ways we could enhance the quality, utility and clarity of the information to be collected; and

(d) Ways we could minimize the burden of the collection of the information on the respondents, such as through the use of automated collection techniques or other forms of information technology.

Please note that an agency may not sponsor or request, and an individual need not respond to, a collection of information unless it has a valid OMB Control Number.

OMB has up to 60 days after publication of this document in the Federal Register to make a decision on the submission for renewal, but may make the decision after 30 days. Therefore, to receive the best consideration of your comments, you should submit them during the first 30-day period.

Before including your address, phone number, e-mail address or other

## City of Visalia Agenda Item Transmittal

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9q

**Agenda Item Wording:** Award the contract for the Traffic Signal Improvements for the intersections of Demaree Street at Whitendale Avenue and Linwood Street at Walnut Avenue to Madco Electric, Inc. in the amount of \$151,215.00

**Deadline for Action:** July 30, 2009 (30 days after bid opening)

**Submitting Department:** Community Development – Traffic Safety Division

**Contact Name and Phone Number:**

Chris Young, Assistant Community Dev. Director - 713-4392  
Adam Ennis, Engineering Services Manager – 713-4323

**Department Recommendation:**

Staff recommends that the City Council award a contract for the Traffic Signal Improvements, for the intersections of Demaree Street at Whitendale Avenue and Linwood Street at Walnut Avenue, to Madco Electric, Inc. in the amount of \$151,215.00, Project No. 1111-9717 and 1611-9757

**Discussion:**

The project consists of modifying the existing traffic signals at the intersections of Demaree Street at Whitendale Avenue and Linwood Street at Whitendale by providing for protected left turns in all directions at each intersection. These two intersections have had an increase in traffic volume and a significant increase in the left turn movements. The intersection of Linwood Street at Walnut Avenue was constructed in 1985 and Demaree Street at Whitendale Avenue was constructed in 1991. These two intersections have had a significant number of accidents that can be minimized with the installation of protected left turn arrows. The signal modifications will be constructed within the existing right-of-way and the existing pedestrian ramps will be improved to meet the ADA requirements.

On June 30, 2009, the City opened four (4) bids submitted for the Traffic Signal Improvements for the intersections of Demaree Street at Whitendale Avenue and Linwood Street at Walnut Avenue Project. The results of the bid opening are as follows:

- |    |                                   |               |
|----|-----------------------------------|---------------|
| 1. | Madco Electric, Inc., Selma       | \$ 151,215.00 |
| 2. | A-C Electric Corporation, Visalia | \$ 158,263.25 |

**For action by:**

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

**For placement on which agenda:**

- Work Session
- Closed Session

**Regular Session:**

- Consent Calendar
- Regular Item
- Public Hearing

Est. Time (Min.):   3  

**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.

- |    |   |               |
|----|---|---------------|
| 3. | Loop Electric, Inc., Bakersfield            | \$ 196,815.88 |
| 4. | Lockwood General Engineering, Inc., Visalia | \$ 197,251.00 |

The Engineer's Estimate for the construction contract is \$ 186,000. The estimate includes the traffic signal poles and mast arms for these two intersections which have already been acquired by the City for \$32,127.75. The current budget amount for this project of \$99,000 consists of \$25,000 from the Transportation Fund (1611) and \$74,000 from the Gas Tax Fund (1111). An additional \$110,000 is requested to be transferred from project 9516 (Various Signal Upgrades) in the Gas Tax Fund (1111) that will be needed for a total of \$209,000 to cover estimated costs of this project. The additional funding from the Gas Tax Fund (1111) is money the City has budgeted from fiscal years prior to the current 2009-10 fiscal year. The total project cost includes the cost of the contractor, purchasing the traffic signal poles, and the construction management of the project.

The traffic signal improvement is planned to be completed by December 23, 2009.

**Alternatives:** Do not award the contract.

**Attachments:** Location Map,  
Summary of bid results

**Recommended Motion (and Alternative Motions if expected):** Staff recommends that the City Council award the contract for the Traffic Signal Improvements for the intersections of Demaree Street at Whitendale Avenue and Linwood Street at Walnut Avenue to Madco Electric, Inc. in the amount of \$151,215.00.

<b><i>Financial Impact</i></b>			
<b>Funding Source:</b>			
Account Number:	Gas Tax Fund:	1111-9717	(\$25,000)
	Transportation Fund:	1611-9757	(\$74,000)
<b>Budget Recap:</b>			
Total Estimated cost: .....	\$209,000	New Revenue:.....	\$
Amount Budgeted .....	\$ 99,000	Lost Revenue: .....	\$
New funding required: .....	\$110,000	New Personnel: .....	\$
Council Policy Change:	Yes___	No <u>X</u>	

Copies of this report have been provided to:

***Environmental Assessment Status***

**CEQA Review:**

Required? Yes  No

Review and Action: Prior:

Required: Cat-Exempt - This project is considered routine maintenance of an existing facility.

**NEPA Review:**

Required? Yes  No

Review and Action: Prior:

Required:



# SUMMARY OF BID RESULTS

**BID RESULT RFB 08-09-55**  
 Bid Opening: June 30, 2009 at 2:00 PM  
**TRAFFIC SIGNAL MODIFICATIONS**  
**WHITENDALE AVE AT DEMAREE STREET**  
**AND**  
**WALNUT AVENUE AT LINWOOD STREET**

Item	Description	Quantity	Units	Madco Electric Inc.		AC Electric		Loop Electric		Lockwood Gen Engr.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Cleaning and Grubbing	1	Lump Sum	\$19,000.00	\$19,000.00	\$1,200.00	\$1,200.00	\$1,120.00	\$1,120.00	\$6,500.00	\$6,500.00
2	Mobilization	1	Lump Sum	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$6,193.60	\$6,193.60	\$5,000.00	\$5,000.00
3	Traffic Control	1	Lump Sum	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00	\$8,100.00	\$8,100.00	\$5,800.00	\$5,800.00
4	Signing, Striping and Markings	1	Lump Sum	\$5,100.00	\$5,100.00	\$3,500.00	\$3,500.00	\$5,090.40	\$5,090.40	\$4,400.00	\$4,400.00
5	Signal Modification at Demaree St and Whitendale Ave	1	Lump Sum	\$59,000.00	\$59,000.00	\$66,400.00	\$66,400.00	\$77,364.00	\$77,364.00	\$89,157.00	\$89,157.00
6	Signal Modification at Linwood St and Walnut Ave	1	Lump Sum	\$41,000.00	\$41,000.00	\$43,300.00	\$43,300.00	\$56,165.00	\$56,165.00	\$61,639.00	\$61,639.00
7	Curb and Gutter at Demaree St and Whitendale Ave	144	Linear foot	\$20.00	\$2,880.00	\$26.75	\$3,852.00	\$34.72	\$4,999.68	\$35.00	\$5,040.00
8	Handicap Ramps at Demaree St and Whitendale Ave	500	Square Feet	\$10.00	\$5,000.00	\$14.00	\$7,000.00	\$24.64	\$12,320.00	\$12.00	\$6,000.00
9	Sidewalk at Demaree St and Whitendale Ave	400	Square Feet	\$4.50	\$1,800.00	\$5.20	\$2,080.00	\$19.04	\$7,616.00	\$8.00	\$3,200.00
10	Curb and Gutter at Linwood St and Walnut Ave	105	Linear foot	\$20.00	\$2,100.00	\$26.75	\$2,808.75	\$34.72	\$3,645.60	\$35.00	\$3,675.00
11	Handicap Ramps at Linwood St and Walnut Ave	530	Square Feet	\$9.50	\$5,035.00	\$13.25	\$7,022.50	\$24.64	\$13,059.20	\$12.00	\$6,360.00
12	Sidewalk at Linwood St and Walnut Ave	60	Square Feet	\$5.00	\$300.00	\$10.00	\$600.00	\$19.04	\$1,142.40	\$8.00	\$480.00
				<b>Total:</b>	<b>\$151,215.00</b>	<b>Total:</b>	<b>\$158,263.25</b>	<b>Total:</b>	<b>\$196,815.88</b>	<b>Total:</b>	<b>\$197,251.00</b>



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9r

**Agenda Item Wording:** Award a construction contract and authorize the City Manager to execute an agreement for RFB No. 08-09-60 Part A for the McAuliff Street Improvement Project - Phase 3 (Crossing over Evans Ditch and Mill Creek - Project No. 9945) in the amount of \$1,075,225.00, **AND** for RFB No. 08-09-60 Part B (the Creekside Basin Recharge/Storm Drain Improvements – Project No. 9557) in the amount of \$337,543.00, to the low bidder, “Rising Sun Company”, **AND** authorize the City Manager to transfer funds for the McAuliff Street Improvement Project, Phase 3, Project No. 3011-9945.

**Deadline for Action:** August 6<sup>th</sup>, 2009 (30 days after bid opening)

**Submitting Department:** Community Development Department/  
Engineering Division

**Contact Name and Phone Number:**

Chris Young, Assistant Community Dev. Director - 713-4392  
Adam Ennis, Engineering Services Manager - 713-4323

**Department Recommendation:** Award a construction contract and authorize the City Manager to execute an agreement for RFB No. 08-09-60 Part A for the McAuliff Street Improvement Project - Phase 3 (Crossing over Evans Ditch and Mill Creek - Project No. 9945) in the amount of \$1,075,225.00, **AND** for RFB No. 08-09-60 Part B (the Creekside Basin Recharge/Storm Drain Improvements – Project No. 9557) in the amount of \$337,543.00, to the low bidder, “Rising Sun Company”, **AND** authorize the City Manager to transfer funds for the McAuliff Street Improvement Project, Phase 3, Project No. 3011-9945.

**SUMMARY**

**Part A (McAuliff Street Improvement Project, Phase 3, Crossing over Evans Ditch and Mill Creek):**

Part A will provide the connection of McAuliff Street, between Mill Creek Parkway and Murray Street (over Mill Creek and Evans Ditch). The project consists of the removal and reconstruction of structures such as wing walls, flumes, gates, and concrete rip-rap within the banks of Mill Creek and Evans Ditch. It also includes the installation of a new box culvert at Mill Creek, and a new 72” pipe culvert at Evans Ditch (both to be located within the existing channel footprint). The new McAuliff street section will be constructed over the culverts. Surface improvements will include new street pavement, curb, gutter, chain link fence, and general finish grading.

**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**   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.

In addition, Part A includes re-striping, signage, marking, and the installation of street lights along McAuliff. The re-striping, signage, and marking will occur between Mineral King and Douglas Street, and will include bike lanes, no parking signs, and general warning signs.

The project also includes the installation of a new north/south, 60 inch, storm drain pipe. The new storm drain pipe will connect to the existing Creekside basin, through the Part B Project. The installation of the new 60" storm drain pipe will allow the backfilling and abandonment of the temporary basin, located on the City owned parcel east of McAuliff Street.

Another component of the Project is the conversion of the intersection of McAuliff Street and Mineral King to an all-way stop. The conversion is necessary with the completion of this Project, since the new traffic volumes at this intersection will meet the warrants for the all-way stop. In addition to the street improvements listed, this project will include installation of the necessary conduit and pull boxes for Southern California Edison to install street lights.

The engineer's estimate for the McAuliff Street Improvement Project, Phase 3 (Crossing Over Evans Ditch and Mill Creek) was \$2,200,000.00 and the construction is planned to be completed by December 2009.

**Part B (Creekside Basin, Recharge/Storm Drain Improvements):**

Creekside Basin Recharge/Storm Drain Improvement Project will provide a new groundwater recharge site in the City of Visalia. A turnout structure and associated improvements will be primarily used for directing recharge water into the basin when it is available to assist in recharging the groundwater in the area. The 36" diameter turnout connection will be controlled by a motorized gate. The gate will be connected to an integrated City wide network and eventually will operate interactively with water surface elevation sensors downstream in Mill Creek. This will allow the City to relieve Mill Creek during heavy storm events.

The project also includes the installation of a 24" pipe and a new lift station that will allow discharge into Mill Creek from the basin. An existing lift station is being abandoned (near the intersection of Dinuba Boulevard and Ferguson Avenue) and its SCADA based controllers will be utilized at the Creekside Basin lift station.

This project will be jointly administered by the City of Visalia and Kaweah Delta Water Conservation District. The City of Visalia, in coordination with the water district, is developing a cooperative agreement between the two entities in order to determine the optimum utilization and management of this new facility.

The engineer's estimate for the Creekside Basin Recharge/Storm Drain Improvement Project was \$392,000.00 and the construction is planned to be completed by December 2009.

**Project Award**

On July 7, 2009, the City opened nine (9) bids submitted for the McAuliff Street Improvement Project Phase 3 – Part A (Crossing over Evans Ditch and Mill Creek) and Creekside Basin, Recharge/Storm Drain Improvements - Part B. The award of the bid is based on the low bidder for the total of bids for Part A and Part B. The results of the bid opening are as follows:

	Contractor	Part "A" Bid	Part "B" Bid	Total "A" + "B"
--	------------	--------------	--------------	-----------------

1.	Rising Sun Company	\$1,075,225.00	\$337,543.00	<b>\$1,412,768.00</b>
2.	*Floyd Johnston Construction	\$1,134,629.10	\$347,638.00	<b>\$1,482,267.10</b>
3.	*Dunn's Sand Inc.	\$1,160,072.00	\$435,970.00	<b>\$1,596,042.00</b>
4.	R. J. Berry	\$1,214,032.75	\$371,035.00	<b>\$1,585,067.75</b>
5.	*Emmets Excavation Inc.	\$1,222,845.00	\$398,250.00	<b>\$1,621,095.00</b>
6.	Bill Nelson	\$1,372,086.00	\$396,890.00	<b>\$1,768,976.00</b>
7.	*Steve Dovali Const.	\$1,421,845.80	\$363,079.50	<b>\$1,784,925.30</b>
8.	Agee Construction Corp.	\$1,454,448.00	\$378,798.00	<b>\$1,833,246.00</b>
9.	*Lee's Paving	\$1,386,756.35	\$488,948.00	<b>\$1,875,704.35</b>

\*Indicates corrected math error.

The Rising Sun Company was the low bidder. This company has completed projects for the City of Visalia in the past including; the Oak Avenue construction, Parking Lot 43, Shannon Parkway Construction, and Ferguson Avenue Construction (between Dinuba Boulevard and Conyer Street). Staff has checked references to confirm that these projects were completed satisfactorily.

The total estimated cost for the Projects, including construction (**based on low bid results**), project management, inspection, staking and testing is:

<b>McAuliff Street Improvement Project, Phase 3, Crossing over Evans Ditch and Mill Creek, Part A</b>	<b>\$1,376,000.00</b>
<b>Creekside Basin, Recharge/Storm Drain Improvements, Part B</b>	<b>\$415,500.00</b>

Currently there is \$731,000.00 of funding budgeted for the McAuliff Street Project. As stated above a total of \$1,376,000.00 will be needed for the project resulting in a shortfall of \$645,000.00. To make up this shortfall staff recommends Council transfer some excess funding on other projects to this project to meet the total project cost. The proposed transfers presented below will **NOT** affect the schedule or ability to construct any of these projects. Complete descriptions of the transfers are given below. The Creekside Basin Project is sufficiently funded based on the low bid results.

**Financial Summary:**

**Part A - McAuliff Street Improvement Project, Phase 3 (Crossing over Evans Ditch and Mill Creek)**

Currently, funds in the amount of **\$731,000.00** are available for a portion of the total project costs. These funds come from locally generated Transportation Impact Fees.

City staff proposes that the balance of funds necessary to construct this project be transferred from other projects:

- The Houston Avenue project is currently funded for \$3,600,000 and has an engineer's estimate of \$3,250,000, resulting in a funding overage of \$350,000 over the engineer's estimate. Therefore, a transfer of funds from the Houston Avenue project up to this amount would **NOT** impact the construction schedule for this project. In addition, if bids were to go against the current bidding trend and come in higher than the engineer's estimate, additional funding would be transferred to this project to insure completion on schedule. The Houston Avenue Project is currently out to bid, and construction will begin this fall. Staff requests that \$345,000 be transferred from the **Houston Avenue Project No. 9026** to the McAuliff Project. This would result in the Houston Avenue

Project having \$3,255,000.00 in funding. This transfer would allow for construction of both the Houston Avenue Project and the McAuliff Street Project.

- The **Acequia Two-Way Conversion Project No. 8056** has been completed with \$150,000.00 in funding remaining. These remaining Measure R Local Funds can be transferred to the McAuliff Project, as it is a non-prevailing wage project.
- Staff recommends that \$150,000 of the City’s Measure R Local Funding that had been allocated for the Minor Overlay Project be transferred to the McAuliff project, since additional funding in excess of the transfer has been obtained for the Minor Overlay Project.

The following is a summary of the funds to be authorized for transfer:

<b>Transfer from:</b>	<b>Transfer to:</b>	<b>Transfer Amount</b>
<u>FROM 08/09</u>		
#9026 Houston (City of Visalia Measure R Local Fund 1131)	#9945 McAuliff	\$345,000.00
#8056 Acequia (City Of Visalia Measure R Local Fund 1131)	#9945 McAuliff	\$150,000.00
<u>FROM 09/10</u>		
#9525 Minor Overlay Budget	#9945 McAuliff	\$150,000.00

Total Transfer to #9945: \$645,000.00

This will bring the budget to \$1,376,000.00 for the construction phase (including the original \$731,000.00).

**Financial Summary:**

**Part B (Creekside Basin, Recharge/Storm Drain Improvements):**

Funds are available from locally generated Storm Sewer User Fees, Storm Sewer Deficiency and Storm Sewer Construction Funds, in the amount of \$326,000.00.

In addition, the Visalia Water Management Committee (comprised of the City of Visalia and Kaweah Delta Water Conservation District officials) approved funding up to \$150,000 toward construction costs for this project. This funding will be taken from the City’s Groundwater Recharge Fund which is intended to promote groundwater recharge. The total available for Part B (Creekside Basin) is **\$476,000.00**.

**Prior Council/Board Actions:**

**McAuliff Street Improvement Project, Phase 3, (Crossing Over Evans Ditch and Mill Creek, Part “A”) AND Creekside Basin Recharge/Storm Drain Improvements, Part “B”:**

The City Council authorized the Community Development Department to bid these projects as non-prevailing wage at the May 18, 2009 meeting.

**Committee/Commission Review and Actions:**

**Alternatives:** Do not award contract.

**Attachments:**

Exhibit # 1 – Part “A” and “B” Location Map,

- Exhibit #2 – McAuliff Bid Opening Spreadsheet
- Exhibit #3 – Creekside Bid Opening Spreadsheet
- Exhibit #4 – Contractor Disclosure Statement

**Recommended Motion (and Alternative Motions if expected):** I move to award a construction contract and authorize the City Manager to execute an agreement for the McAuliff Street Improvement Project, Phase 3 (Crossing over Evans Ditch and Mill Creek) to the low bidder, Rising Sun Company, in the amount of \$1,075,225.00 (RFB No. 08-09-60/Project No. 3011-9945), AND

Award a construction contract and authorize the City Manager to execute an agreement for the Creekside Basin, Recharge/Storm Drain Improvements, Part B, to the low bidder Rising Sun Company, in the amount of \$337,543.00 (RFB No. 08-09-60/Project No. 3011-9557), AND

I move to authorize the City Manager to transfer funds for the McAuliff Street Improvement Project, Phase 3 (Crossing over Evans Ditch and Mill Creek, Project No. 3011-9945).

**Financial Impact:  
McAuliff Street Improvement Project, Phase 3, Part A**

**Funding Source:**

Account Number: 3011-9945

**Budget Recap:**

Total Estimated cost: \$1,376,000.00	New Revenue:	\$
Amount Budgeted: \$731,000.00	Lost Revenue:	\$
New funding required: \$645,000.00	New Personnel:	\$
Council Policy Change: Yes_____ No <u>X</u>		

**Financial Impact:  
Creekside Basin, Recharge/Storm Drain Improvements, Part B**

**Funding Source:**

Account Number: 3011-9557

**Budget Recap:**

Total Estimated cost: \$415,500	New Revenue:	\$
Amount Budgeted: \$476,000	Lost Revenue:	\$
New funding required: \$0	New Personnel:	\$
Council Policy Change: Yes_____ No <u>X</u>		

**Environmental Assessment Status**  
**McAuliff Street Improvement Project, Phase 3, Part A**

**CEQA Review:**

Required? Yes  No

Review and Action: Prior: Initial Study and Mitigated Negative Declaration,  
completed February 2003

Required:

**NEPA Review:**

Required? Yes No

Review and Action: Prior:

Required:

**Environmental Assessment Status**  
**Creekside Basin, Recharge/Storm Drain Improvements, Part B**

**CEQA Review:**

Required? Yes  No

Review and Action: Prior: Initial Study and Mitigated Negative Declaration,  
completed February 19, 2008

Required:

**NEPA Review:**

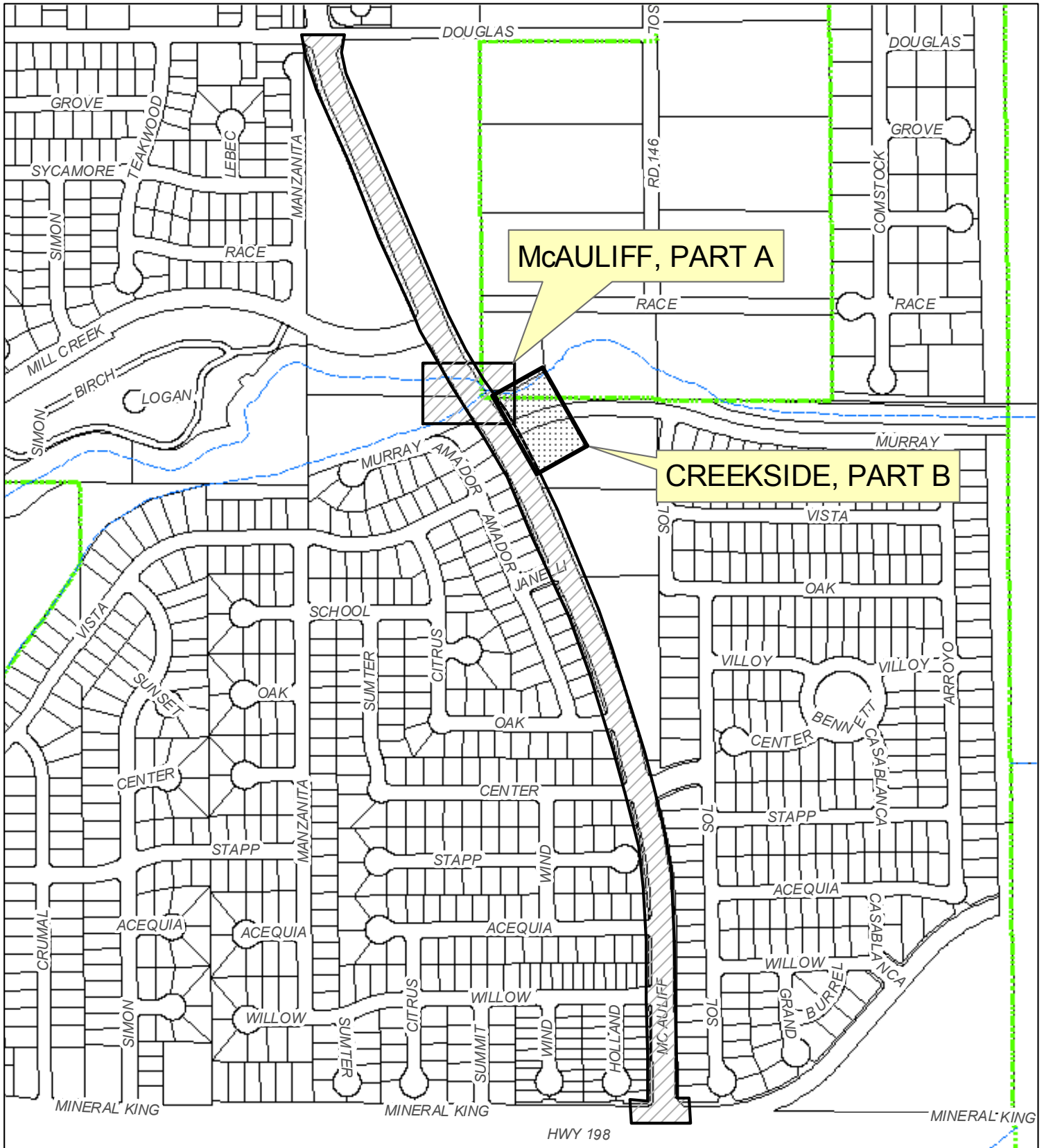
Required? Yes No

Review and Action: Prior:

Required:

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

Copies of this report have been provided to:  
Larry Dotson, PE, Kaweah Water District Engineer  
Aaron Fukuda, PE, Tulare Irrigation District Engineer



**McAuliff Street at Evans Ditch  
and Mill Creek, Part A  
Creekside Basin Recharge  
Storm Drain, Part B**



Scale: 1"=500'

EXHIBIT #1



**McAuliff Street Imps. Project Phase 3, Part "A", No. 3011-9945  
 BID SUMMARY SHEET**

**Bid Opening: 2:00 PM, July 7, 2009, Non-Prevailing Wage**

	ITEMS	UNIT	QTY	LOW BIDDER				BIDDER 2	
				ENGINEERS ESTIMATE		Rising Sun Company		Floyd Johnston Construction Co., Inc.	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
<b>McAULIFF STREET, PART A</b>									
1	Mobilization/Demobilization	LS	1	\$83,000.00	\$83,000.00	\$40,000.00	\$40,000.00	\$14,000.00	\$14,000.00
2	Prepare and Submit Storm Water Pollution Prevention Pln, including update of Notice of Intent (NOI)	LS	1	\$5,000.00	\$5,000.00	\$200.00	\$200.00	\$2,940.00	\$2,940.00
3	Storm Water Pollution Prevention Plan Implementation and Maintenance, including filing of Notice of Termination (NOT)	LS	1	\$12,000.00	\$12,000.00	\$200.00	\$200.00	\$4,230.00	\$4,230.00
4	Prepare Plan for Traffic Control System/Construction Area Signs (IMSA or ATSSA Certified)	LS	1	\$3,000.00	\$3,000.00	\$200.00	\$200.00	\$590.00	\$590.00
5	Implementation and Maintenance of Traffic Control System/Construction Area Signs	LS	1	\$8,500.00	\$8,500.00	\$200.00	\$200.00	\$1,010.00	\$1,010.00
6	Prepare and Submit Dust Control Plan to San Joaquin Valley Air Control District	LS	1	\$3,500.00	\$3,500.00	\$200.00	\$200.00	\$590.00	\$590.00
7	Implement and Maintain Dust Control Plan	LS	1	\$6,500.00	\$6,500.00	\$200.00	\$200.00	\$590.00	\$590.00
8	Furnish, Install, Maintain Oak Tree Protection	LS	1	\$5,500.00	\$5,500.00	\$200.00	\$200.00	\$3,140.00	\$3,140.00
9	Implementation and Maintenance of San Joaquin Kit Fox Provisions	LS	1	\$8,500.00	\$8,500.00	\$200.00	\$200.00	\$1,820.00	\$1,820.00
10	Implementation and Maintenance of Valley Elderberry Longhorn Beetle Provisions	LS	1	\$6,500.00	\$6,500.00	\$200.00	\$200.00	\$955.00	\$955.00
11	Remove/Dispose of existing Concrete Rip Rap	LS	1	\$3,600.00	\$3,600.00	\$6,000.00	\$6,000.00	\$970.00	\$970.00
12	Clearing and Grubbing including Disposal of Wastes and Final Site Clean Up	LS	1	\$18,000.00	\$18,000.00	\$5,000.00	\$5,000.00	\$6,440.00	\$6,440.00
13	Demolition, Removal, Disposal of Existing Structures and Footings	LS	1	\$68,000.00	\$68,000.00	\$6,000.00	\$6,000.00	\$29,950.00	\$29,950.00
14	Remove/Salvage Temporary Timber Barricade	EA	4	\$2,200.00	\$8,800.00	\$1,100.00	\$4,400.00	\$395.00	\$1,580.00
15	Furnish and Install (F&I) Reinforced Concrete	CY	691	\$1,500.00	\$1,036,500.00	\$490.00	\$338,590.00	\$767.00	\$529,997.00
16	Furnish and Install Reinforced Concrete Lining	SF	5880	\$20.00	\$117,600.00	\$5.00	\$29,400.00	\$4.20	\$24,696.00
17	Furnish and Install Miscellaneous Metal	LBS	3270	\$12.00	\$39,240.00	\$4.00	\$13,080.00	\$1.50	\$4,905.00
18	Furnish and Install Rip Rap	CY	185	\$150.00	\$27,750.00	\$160.00	\$29,600.00	\$110.00	\$20,350.00
19	Furnish and Install 72", Class 4, O-Ring Rubber Gasket, Reinforced Concrete "Spun" Pipes (RGRCP)	LF	118	\$350.00	\$41,300.00	\$550.00	\$64,900.00	\$535.00	\$63,130.00
20	Furnish and Furnish and Install 60", Class 5, O-Ring Rubber Gasket, Reinforced Concrete "Spun" Pipe for Storm Drain	LF	355	\$285.00	\$101,175.00	\$400.00	\$142,000.00	\$405.00	\$143,775.00
21	Standard 72" Storm Drain Manhole (SDMH)	EA	1	\$8,500.00	\$8,500.00	\$7,000.00	\$7,000.00	\$5,990.00	\$5,990.00
22	Furnish and Install 48", Class 3, O-Ring Rubber Gasket, Reinforced Concrete "Spun" Pipe for Stilling Well	LF	8	\$200.00	\$1,600.00	\$1,000.00	\$8,000.00	\$560.00	\$4,480.00
23	Sheeting, Shoring, Bracing for RGRCP, Miscellaneous Structures, Culverts, etc.	LS	1	\$27,500.00	\$27,500.00	\$700.00	\$700.00	\$830.00	\$830.00
24	Furnish and Install 48" Canal Gate	EA	1	\$8,500.00	\$8,500.00	\$8,000.00	\$8,000.00	\$10,350.00	\$10,350.00
25	Trench and Structures Earthwork (est. 3,668 CY)	LS	1	\$62,400.00	\$62,400.00	\$40,000.00	\$40,000.00	\$10,750.00	\$10,750.00
26	Roadway Excavation and Backfill (est. 7,930 CY)	LS	1	\$205,256.00	\$205,256.00	\$80,000.00	\$80,000.00	\$29,500.00	\$29,500.00
27	4" Thick Decomposed Granite (D.G.) Drive (20' Wide)	CY	5	\$26.00	\$130.00	\$250.00	\$1,250.00	\$215.00	\$1,075.00
28	Backfill and Compact Temporary Storm Basin	CY	6700	\$18.00	\$120,600.00	\$10.00	\$67,000.00	\$7.50	\$50,250.00
29	City Standard Barrier Curb and Gutter	LF	604	\$16.00	\$9,664.00	\$16.00	\$9,664.00	\$16.00	\$9,664.00
30	Accessible Ramp	EA	1	\$4,500.00	\$4,500.00	\$1,800.00	\$1,800.00	\$3,290.00	\$3,290.00
31	City Standard 20' wide Driveway Approach	SF	400	\$14.00	\$5,600.00	\$4.00	\$1,600.00	\$4.50	\$1,800.00
32	City Standard Sidewalk	SF	4720	\$11.00	\$51,920.00	\$4.00	\$18,880.00	\$3.80	\$17,936.00

**McAuliff Street Imps. Project Phase 3, Part "A", No. 3011-9945  
BID SUMMARY SHEET**

**Bid Opening: 2:00 PM, July 7, 2009, Non-Prevailing Wage**

**LOW BIDDER**

**BIDDER 2**

	ITEMS	UNIT	QTY	ENGINEERS ESTIMATE		Rising Sun Company		Floyd Johnston Construction Co., Inc.	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
33	Class 2 Aggregate Base	TON	825	\$25.00	\$20,625.00	\$36.00	\$29,700.00	\$34.00	\$28,050.00
34	Asphalt Concrete (Type B)	TON	547	\$105.00	\$57,435.00	\$125.00	\$68,375.00	\$94.00	\$51,418.00
35	City Standard 6' High Chain Link Fence	LF	432	\$18.00	\$7,776.00	\$20.00	\$8,640.00	\$14.00	\$6,048.00
36	20' Wide Double Swing Chain Link Fence Gates	EA	1	\$1,900.00	\$1,900.00	\$2,000.00	\$2,000.00	\$940.00	\$940.00
37	Replace Damaged 10.5"x17"x12" Street Light Hand Holes	EA	1	\$350.00	\$350.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
38	1 1/2" Electrical Conduit with Pull Rope	LF	385	\$13.00	\$5,005.00	\$5.00	\$1,925.00	\$15.00	\$5,775.00
39	Bore for 3" Conduit cross Douglas Avenue with Pull Rope	LF	85	\$110.00	\$9,350.00	\$30.00	\$2,550.00	\$31.00	\$2,635.00
40	Trench and Place 3" Conduit with Pull Rope	LF	65	\$15.00	\$975.00	\$8.00	\$520.00	\$19.00	\$1,235.00
41	3" Risers at existing Street Light Hand Holes, n/e c/c Douglas & McAuliff	EA	1	\$1,200.00	\$1,200.00	\$120.00	\$120.00	\$275.00	\$275.00
42	1.5" Risers from Hand Holes and/or Street Light Base	EA	12	\$700.00	\$8,400.00	\$50.00	\$600.00	\$167.00	\$2,004.00
43	3" SCH 80 Risers at Pole, s/w c/o Houston & McAuliff	EA	1	\$700.00	\$700.00	\$100.00	\$100.00	\$600.00	\$600.00
44	1/4" Nylon Pull Rope or Mule Tape at all Risers	LF	50	\$1.50	\$75.00	\$8.00	\$400.00	\$60.00	\$3,000.00
45	Replace Lids on existing Street Light Hand Holes to SCE Lids with Locking Bolts	EA	7	\$350.00	\$2,450.00	\$200.00	\$1,400.00	\$358.00	\$2,506.00
46	4" dia. Schedule 40 PVC Pipe	LF	94	\$18.00	\$1,692.00	\$9.00	\$846.00	\$7.90	\$742.60
47	Gunite (1-1/2" thick)	CY	7.5	\$1,100.00	\$8,250.00	\$700.00	\$5,250.00	\$175.00	\$1,312.50
48	Implementation, maintenance, coordination, and compliance with Dept. of Fish and Game requirements	LS	1	\$2,200.00	\$2,200.00	\$1,000.00	\$1,000.00	\$590.00	\$590.00
49	Signing, Striping and Pavement Marking (Mineral King to Douglas)	LS	1	\$33,000.00	\$33,000.00	\$21,000.00	\$21,000.00	\$18,900.00	\$18,900.00
50	Replace 2.5 SF of existing Sidewalk at Riser Pole	SF	2.5	\$100.00	\$250.00	\$150.00	\$375.00	\$330.00	\$825.00
51	Replace existing 10.5"x17"x12" Street Light Hand Hole with 13"x24"x15" Plastic SCE Hand Hole	EA	1	\$500.00	\$500.00	\$260.00	\$260.00	\$1,000.00	\$1,000.00
52	Furnish, Install and Maintain a Temporary Crossing over Mill Creek and Evans Ditch	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00
<b>Part "A" Total</b>					<b>\$2,277,268.00</b>		<b>\$1,075,225.00</b>		<b>\$1,134,629.10</b>

**McAuliff Street Imps. Project Phase 3, Part "A", No. 3011-9945  
 BID SUMMARY SHEET**

**Bid Opening: 2:00 PM, July 7, 2009, Non-Prevailing Wage**

	ITEMS	BIDDER 3		BIDDER 4		BIDDER 5		BIDDER 6	
		Dunn's Sand Inc.		RJ Berry		Emmets Excavation Inc.		Bill Nelson	
		UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
<b>McAULIFF STREET, PART A</b>									
1	Mobilization/Demobilization	\$40,000.00	\$40,000.00	\$55,000.00	\$55,000.00	\$31,000.00	\$31,000.00	\$50,000.00	\$50,000.00
2	Prepare and Submit Storm Water Pollution Prevention Pln, including update of Notice of Intent (NOI)	\$5,500.00	\$5,500.00	\$1,000.00	\$1,000.00	\$3,520.00	\$3,520.00	\$4,000.00	\$4,000.00
3	Storm Water Pollution Prevention Plan Implementation and Maintenance, including filing of Notice of Termination (NOT)	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$7,500.00	\$7,500.00
4	Prepare Plan for Traffic Control System/Construction Area Signs (IMSA or ATSSA Certified)	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
5	Implementation and Maintenance of Traffic Control System/Construction Area Signs	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$2,400.00	\$2,400.00	\$10,000.00	\$10,000.00
6	Prepare and Submit Dust Control Plan to San Joaquin Valley Air Control District	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$300.00	\$300.00	\$4,000.00	\$4,000.00
7	Implement and Maintain Dust Control Plan	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$3,300.00	\$3,300.00	\$3,000.00	\$3,000.00
8	Furnish, Install, Maintain Oak Tree Protection	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$5,200.00	\$5,200.00	\$6,000.00	\$6,000.00
9	Implementation and Maintenance of San Joaquin Kit Fox Provisions	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00
10	Implementation and Maintenance of Valley Elderberry Longhorn Beetle Provisions	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00
11	Remove/Dispose of existing Concrete Rip Rap	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$1,300.00	\$1,300.00	\$10,000.00	\$10,000.00
12	Clearing and Grubbing including Disposal of Wastes and Final Site Clean Up	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,600.00	\$4,600.00	\$20,000.00	\$20,000.00
13	Demolition, Removal, Disposal of Existing Structures and Footings	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00
14	Remove/Salvage Temporary Timber Barricade	\$100.00	\$400.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$750.00	\$3,000.00
15	Furnish and Install (F&I) Reinforced Concrete	\$400.00	\$276,400.00	\$575.00	\$397,325.00	\$670.00	\$462,970.00	\$750.00	\$518,250.00
16	Furnish and Install Reinforced Concrete Lining	\$8.00	\$47,040.00	\$4.20	\$24,696.00	\$7.00	\$41,160.00	\$7.50	\$44,100.00
17	Furnish and Install Miscellaneous Metal	\$7.00	\$22,890.00	\$4.50	\$14,715.00	\$5.00	\$16,350.00	\$30.00	\$98,100.00
18	Furnish and Install Rip Rap	\$100.00	\$18,500.00	\$105.00	\$19,425.00	\$67.00	\$12,395.00	\$50.00	\$9,250.00
19	Furnish and Install 72", Class 4, O-Ring Rubber Gasket, Reinforced Concrete "Spun" Pipes (RGRCP)	\$600.00	\$70,800.00	\$475.00	\$56,050.00	\$512.00	\$60,416.00	\$700.00	\$82,600.00
20	Furnish and Furnish and Install 60", Class 5, O-Ring Rubber Gasket, Reinforced Concrete "Spun" Pipe for Storm Drain	\$500.00	\$177,500.00	\$375.00	\$133,125.00	\$393.00	\$139,515.00	\$460.00	\$163,300.00
21	Standard 72" Storm Drain Manhole (SDMH)	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,400.00	\$5,400.00	\$7,000.00	\$7,000.00
22	Furnish and Install 48", Class 3, O-Ring Rubber Gasket, Reinforced Concrete "Spun" Pipe for Stilling Well	\$600.00	\$4,800.00	\$600.00	\$4,800.00	\$419.00	\$3,352.00	\$600.00	\$4,800.00
23	Sheeting, Shoring, Bracing for RGRCP, Miscellaneous Structures, Culverts, etc.	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$1,650.00	\$1,650.00	\$5,000.00	\$5,000.00
24	Furnish and Install 48" Canal Gate	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$8,400.00	\$8,400.00	\$10,000.00	\$10,000.00
25	Trench and Structures Earthwork (est. 3,668 CY)	\$55,000.00	\$55,000.00	\$125,000.00	\$125,000.00	\$124,000.00	\$124,000.00	\$10,000.00	\$10,000.00
26	Roadway Excavation and Backfill (est. 7,930 CY)	\$120,000.00	\$120,000.00	\$100,000.00	\$100,000.00	\$95,160.00	\$95,160.00	\$64,000.00	\$64,000.00
27	4" Thick Decomposed Granite (D.G.) Drive (20' Wide)	\$100.00	\$500.00	\$100.00	\$500.00	\$224.00	\$1,120.00	\$200.00	\$1,000.00
28	Backfill and Compact Temporary Storm Basin	\$6.00	\$40,200.00	\$7.50	\$50,250.00	\$3.30	\$22,110.00	\$5.00	\$33,500.00
29	City Standard Barrier Curb and Gutter	\$20.00	\$12,080.00	\$17.50	\$10,570.00	\$22.50	\$13,590.00	\$18.00	\$10,872.00
30	Accessible Ramp	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$1,245.00	\$1,245.00	\$2,000.00	\$2,000.00
31	City Standard 20' wide Driveway Approach	\$10.00	\$4,000.00	\$6.00	\$2,400.00	\$6.50	\$2,600.00	\$8.00	\$3,200.00
32	City Standard Sidewalk	\$4.00	\$18,880.00	\$2.75	\$12,980.00	\$3.15	\$14,868.00	\$4.00	\$18,880.00

**McAuliff Street Imps. Project Phase 3, Part "A", No. 3011-9945  
 BID SUMMARY SHEET**

**Bid Opening: 2:00 PM, July 7, 2009, Non-Prevailing Wage**

ITEMS	<i>BIDDER 3</i>		<i>BIDDER 4</i>		<i>BIDDER 5</i>		<i>BIDDER 6</i>	
	<i>Dunn's Sand Inc.</i>		<i>RJ Berry</i>		<i>Emmets Excavation Inc.</i>		<i>Bill Nelson</i>	
	<i>UNIT COST</i>	<i>TOTAL</i>	<i>UNIT COST</i>	<i>TOTAL</i>	<i>UNIT COST</i>	<i>TOTAL</i>	<i>UNIT COST</i>	<i>TOTAL</i>
33 Class 2 Aggregate Base	\$25.00	\$20,625.00	\$30.00	\$24,750.00	\$23.00	\$18,975.00	\$25.00	\$20,625.00
34 Asphalt Concrete (Type B)	\$80.00	\$43,760.00	\$80.00	\$43,760.00	\$75.00	\$41,025.00	\$80.00	\$43,760.00
35 City Standard 6' High Chain Link Fence	\$12.25	\$5,292.00	\$15.00	\$6,480.00	\$13.00	\$5,616.00	\$27.00	\$11,664.00
36 20' Wide Double Swing Chain Link Fence Gates	\$700.00	\$700.00	\$1,000.00	\$1,000.00	\$880.00	\$880.00	\$1,500.00	\$1,500.00
37 Replace Damaged 10.5"x17"x12" Street Light Hand Holes	\$200.00	\$200.00	\$1,000.00	\$1,000.00	\$1,650.00	\$1,650.00	\$300.00	\$300.00
38 1 1/2" Electrical Conduit with Pull Rope	\$10.00	\$3,850.00	\$7.25	\$2,791.25	\$8.00	\$3,080.00	\$10.00	\$3,850.00
39 Bore for 3" Conduit cross Douglas Avenue with Pull Rope	\$50.00	\$4,250.00	\$50.00	\$4,250.00	\$51.00	\$4,335.00	\$50.00	\$4,250.00
40 Trench and Place 3" Conduit with Pull Rope	\$35.00	\$2,275.00	\$28.00	\$1,820.00	\$29.00	\$1,885.00	\$15.00	\$975.00
41 3" Risers at existing Street Light Hand Holes, n/e c/c Douglas & McAuliff	\$600.00	\$600.00	\$240.00	\$240.00	\$253.00	\$253.00	\$400.00	\$400.00
42 1.5" Risers from Hand Holes and/or Street Light Base	\$25.00	\$300.00	\$125.00	\$1,500.00	\$133.00	\$1,596.00	\$300.00	\$3,600.00
43 3" SCH 80 Risers at Pole, s/w c/o Houston & McAuliff	\$2,200.00	\$2,200.00	\$500.00	\$500.00	\$517.00	\$517.00	\$400.00	\$400.00
44 1/4" Nylon Pull Rope or Mule Tape at all Risers	\$3.50	\$175.00	\$50.00	\$2,500.00	\$55.00	\$2,750.00	\$10.00	\$500.00
45 Replace Lids on existing Street Light Hand Holes to SCE Lids with Locking Bolts	\$70.00	\$490.00	\$280.00	\$1,960.00	\$300.00	\$2,100.00	\$500.00	\$3,500.00
46 4" dia. Schedule 40 PVC Pipe	\$10.00	\$940.00	\$7.00	\$658.00	\$8.00	\$752.00	\$15.00	\$1,410.00
47 Gunite (1-1/2" thick)	\$450.00	\$3,375.00	\$850.00	\$6,375.00	\$800.00	\$6,000.00	\$300.00	\$2,250.00
48 Implementation, maintenance, coordination, and compliance with Dept. of Fish and Game requirements	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$880.00	\$880.00	\$3,000.00	\$3,000.00
49 Signing, Striping and Pavement Marking (Mineral King to Douglas)	\$17,500.00	\$17,500.00	\$16,500.00	\$16,500.00	\$12,000.00	\$12,000.00	\$16,000.00	\$16,000.00
50 Replace 2.5 SF of existing Sidewalk at Riser Pole	\$100.00	\$250.00	\$5.00	\$12.50	\$20.00	\$50.00	\$100.00	\$250.00
51 Replace existing 10.5"x17"x12" Street Light Hand Hole with 13"x24"x15" Plastic SCE Hand Hole	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$880.00	\$880.00	\$2,000.00	\$2,000.00
52 Furnish, Install and Maintain a Temporary Crossing over Mill Creek and Evans Ditch	\$25,000.00	\$25,000.00	\$22,000.00	\$22,000.00	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00
<b>Part "A" Total</b>	**	<b>\$1,160,072.00</b>		<b>\$1,214,032.75</b>	**	<b>\$1,222,845.00</b>		<b>\$1,372,086.00</b>

\$ 1,145,912.00

\*\* Indicates Addition Error

\$ 1,223,725.00

\*\* Indicates Addition Error

**McAuliff Street Imps. Project Phase 3, Part "A", No. 3011-9945  
 BID SUMMARY SHEET**

**Bid Opening: 2:00 PM, July 7, 2009, Non-Prevailing Wage**

	ITEMS	BIDDER 7		BIDDER 8		BIDDER 9	
		Steve Dovali Const.		Agee Construction Corp.		Lee's Paving Inc.	
		UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
<b>McAULIFF STREET, PART A</b>							
1	Mobilization/Demobilization	\$65,000.00	\$65,000.00	\$72,500.00	\$72,500.00	\$65,000.00	\$65,000.00
2	Prepare and Submit Storm Water Pollution Prevention Pln, including update of Notice of Intent (NOI)	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00
3	Storm Water Pollution Prevention Plan Implementation and Maintenance, including filing of Notice of Termination (NOT)	\$5,000.00	\$5,000.00	\$11,300.00	\$11,300.00	\$10,000.00	\$10,000.00
4	Prepare Plan for Traffic Control System/Construction Area Signs (IMSA or ATSSA Certified)	\$500.00	\$500.00	\$100.00	\$100.00	\$1,000.00	\$1,000.00
5	Implementation and Maintenance of Traffic Control System/Construction Area Signs	\$3,500.00	\$3,500.00	\$2,100.00	\$2,100.00	\$25,000.00	\$25,000.00
6	Prepare and Submit Dust Control Plan to San Joaquin Valley Air Control District	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
7	Implement and Maintain Dust Control Plan	\$16,500.00	\$16,500.00	\$500.00	\$500.00	\$10,000.00	\$10,000.00
8	Furnish, Install, Maintain Oak Tree Protection	\$1,000.00	\$1,000.00	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00
9	Implementation and Maintenance of San Joaquin Kit Fox Provisions	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00
10	Implementation and Maintenance of Valley Elderberry Longhorn Beetle Provisions	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
11	Remove/Dispose of existing Concrete Rip Rap	\$12,700.00	\$12,700.00	\$1,600.00	\$1,600.00	\$3,300.00	\$3,300.00
12	Clearing and Grubbing including Disposal of Wastes and Final Site Clean Up	\$268,000.00	\$268,000.00	\$31,700.00	\$31,700.00	\$5,000.00	\$5,000.00
13	Demolition, Removal, Disposal of Existing Structures and Footings	\$37,700.00	\$37,700.00	\$20,100.00	\$20,100.00	\$13,400.00	\$13,400.00
14	Remove/Salvage Temporary Timber Barricade	\$350.00	\$1,400.00	\$770.00	\$3,080.00	\$900.00	\$3,600.00
15	Furnish and Install (F&I) Reinforced Concrete	\$300.00	\$207,300.00	\$810.00	\$559,710.00	\$679.00	\$469,189.00
16	Furnish and Install Reinforced Concrete Lining	\$10.00	\$58,800.00	\$8.00	\$47,040.00	\$4.80	\$28,224.00
17	Furnish and Install Miscellaneous Metal	\$7.30	\$23,871.00	\$4.00	\$13,080.00	\$6.20	\$20,274.00
18	Furnish and Install Rip Rap	\$128.00	\$23,680.00	\$95.00	\$17,575.00	\$155.00	\$28,675.00
19	Furnish and Install 72", Class 4, O-Ring Rubber Gasket, Reinforced Concrete "Spun" Pipes (RGRCP)	\$450.00	\$53,100.00	\$700.00	\$82,600.00	\$700.00	\$82,600.00
20	Furnish and Install 60", Class 5, O-Ring Rubber Gasket, Reinforced Concrete "Spun" Pipe for Storm Drain	\$356.00	\$126,380.00	\$460.00	\$163,300.00	\$460.00	\$163,300.00
21	Standard 72" Storm Drain Manhole (SDMH)	\$9,550.00	\$9,550.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
22	Furnish and Install 48", Class 3, O-Ring Rubber Gasket, Reinforced Concrete "Spun" Pipe for Stilling Well	\$376.00	\$3,008.00	\$650.00	\$5,200.00	\$600.00	\$4,800.00
23	Sheeting, Shoring, Bracing for RGRCP, Miscellaneous Structures, Culverts, etc.		!!	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
24	Furnish and Install 48" Canal Gate	\$7,260.00	\$7,260.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
25	Trench and Structures Earthwork (est. 3,668 CY)	\$163,600.00	\$163,600.00	\$99,500.00	\$99,500.00	\$71,740.00	\$71,740.00
26	Roadway Excavation and Backfill (est. 7,930 CY)	\$73,600.00	\$73,600.00	\$75,500.00	\$75,500.00	\$90,402.00	\$90,402.00
27	4" Thick Decomposed Granite (D.G.) Drive (20' Wide)	\$80.00	\$400.00	\$140.00	\$700.00	\$610.00	\$3,050.00
28	Backfill and Compact Temporary Storm Basin	\$7.70	\$51,590.00	\$5.00	\$33,500.00	\$10.30	\$69,010.00
29	City Standard Barrier Curb and Gutter	\$19.20	\$11,596.80	\$20.00	\$12,080.00	\$20.00	\$12,080.00
30	Accessible Ramp	\$960.00	\$960.00	\$2,700.00	\$2,700.00	\$3,610.00	\$3,610.00
31	City Standard 20' wide Driveway Approach	\$8.50	\$3,400.00	\$8.50	\$3,400.00	\$12.00	\$4,800.00
32	City Standard Sidewalk	\$3.50	\$16,520.00	\$5.50	\$25,960.00	\$9.00	\$42,480.00

**McAuliff Street Imps. Project Phase 3, Part "A", No. 3011-9945  
 BID SUMMARY SHEET**

**Bid Opening: 2:00 PM, July 7, 2009, Non-Prevailing Wage**

	ITEMS	BIDDER 7		BIDDER 8		BIDDER 9	
		Steve Dovali Const.		Agee Construction Corp.		Lee's Paving Inc.	
		UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
33	Class 2 Aggregate Base	\$25.80	\$21,285.00	\$30.00	\$24,750.00	\$26.45	\$21,821.25
34	Asphalt Concrete (Type B)	\$92.00	\$50,324.00	\$80.00	\$43,760.00	\$79.50	\$43,486.50
35	City Standard 6' High Chain Link Fence	\$15.00	\$6,480.00	\$12.50	\$5,400.00	\$17.80	\$7,689.60
36	20' Wide Double Swing Chain Link Fence Gates	\$1,500.00	\$1,500.00	\$850.00	\$850.00	\$750.00	\$750.00
37	Replace Damaged 10.5"x17"x12" Street Light Hand Holes	\$160.00	\$160.00	\$750.00	\$750.00	\$500.00	\$500.00
38	1 1/2" Electrical Conduit with Pull Rope	\$9.00	\$3,465.00	\$7.00	\$2,695.00	\$8.00	\$3,080.00
39	Bore for 3" Conduit cross Douglas Avenue with Pull Rope	\$40.00	\$3,400.00	\$50.00	\$4,250.00	\$65.00	\$5,525.00
40	Trench and Place 3" Conduit with Pull Rope	\$30.00	\$1,950.00	\$30.00	\$1,950.00	\$12.00	\$780.00
41	3" Risers at existing Street Light Hand Holes, n/e c/c Douglas & McAuliff	\$500.00	\$500.00	\$250.00	\$250.00	\$1,025.00	\$1,025.00
42	1.5" Risers from Hand Holes and/or Street Light Base	\$20.00	\$240.00	\$130.00	\$1,560.00	\$200.00	\$2,400.00
43	3" SCH 80 Risers at Pole, s/w c/o Houston & McAuliff	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$950.00	\$950.00
44	1/4" Nylon Pull Rope or Mule Tape at all Risers	\$3.00	\$150.00	\$55.00	\$2,750.00	\$23.00	\$1,150.00
45	Replace Lids on existing Street Light Hand Holes to SCE Lids with Locking Bolts	\$60.00	\$420.00	\$300.00	\$2,100.00	\$75.00	\$525.00
46	4" dia. Schedule 40 PVC Pipe	\$9.00	\$846.00	\$7.00	\$658.00	\$10.00	\$940.00
47	Gunite (1-1/2" thick)	\$400.00	\$3,000.00	\$850.00	\$6,375.00	\$300.00	\$2,250.00
48	Implementation, maintenance, coordination, and compliance with Dept. of Fish and Game requirements	\$35,000.00	\$35,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
49	Signing, Striping and Pavement Marking (Mineral King to Douglas)	\$17,800.00	\$17,800.00	\$14,900.00	\$14,900.00	\$15,000.00	\$15,000.00
50	Replace 2.5 SF of existing Sidewalk at Riser Pole	\$64.00	\$160.00	\$10.00	\$25.00	\$50.00	\$125.00
51	Replace existing 10.5"x17"x12" Street Light Hand Hole with 13"x24"x15" Plastic SCE Hand Hole	\$250.00	\$250.00	\$1,000.00	\$1,000.00	\$225.00	\$225.00
52	Furnish, Install and Maintain a Temporary Crossing over Mill Creek and Evans Ditch	\$15,000.00	\$15,000.00	\$17,500.00	\$17,500.00	\$8,000.00	\$8,000.00
<b>Part "A" Total</b>		<b>!!</b>	<b>\$1,421,845.80</b>		<b>\$1,454,448.00</b>		<b>\$1,386,756.35</b>

!! Price not provided for item  
 No. 23

Part "B"  
Creekside Basin Recharge/Storm Drain Imps. Project No. 9557  
BID SUMMARY SHEET

Bid Opening: 2:00 PM, July 7, 2009, Non-Prevailing Wage

BIDDERS NAMES

	ITEMS	UNIT	QTY	ENGINEERS ESTIMATE		Rising Sun Company		Floyd Johnston Construction Co.		Dunn's sand, Inc	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	<b>McAuliff St. Part "B" / Creekside Basin</b>										
1	*Mobilization/Demobilization	LS	1	\$ 12,500.00	\$12,500.00	\$12,100.00	\$12,100.00	\$1,350.00	\$1,350.00	\$15,000.00	\$15,000.00
2	Prepare and Submit Storm Water Pollution Prevention Plan, including update of Notice of Intent (NOI)	LS	1	\$ 2,000.00	\$2,000.00	\$100.00	\$100.00	\$1,180.00	\$1,180.00	\$5,500.00	\$5,500.00
3	Storm Water Pollution Prevention Plan Implementation and Maintenance, including filing of Notice of Termination (NOT)	LS	1	\$ 4,500.00	\$4,500.00	\$100.00	\$100.00	\$880.00	\$880.00	\$20,000.00	\$20,000.00
4	Prepare Plan for Traffic Control System/Construction Area Signs (IMSA or ATSSA Certified)	LS	1	\$ 2,000.00	\$2,000.00	\$100.00	\$100.00	\$590.00	\$590.00	\$1,000.00	\$1,000.00
5	Implementation and Maintenance of Traffic Control System/Construction Area Signs	LS	1	\$ 5,500.00	\$5,500.00	\$100.00	\$100.00	\$1,180.00	\$1,180.00	\$10,000.00	\$10,000.00
6	Furnish, Install, Maintain Oak Tree Protection	LS	1	\$ 3,200.00	\$3,200.00	\$100.00	\$100.00	\$590.00	\$590.00	\$1,500.00	\$1,500.00
7	Clearing and Grubbing including disposal of wastes and final site cleanup.	LS	1	\$ 5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$2,940.00	\$2,940.00	\$5,000.00	\$5,000.00
8	Furnish and Install a Complete and Operable 9000 GPM, Centrifugal Pump w/ 50 HP Motor including a 30 ft column, shaft, 6' x 6' concrete wet well box, bowl assembly, flared elbows, discharge pipes, vent pipe, I beam, access door, pipe supports, interior electrical systems, all other accessories, appurtenances and testing, start-up and training services.	LS	1	\$ 110,000.00	\$110,000.00	\$127,000.00	\$127,000.00	\$85,000.00	\$85,000.00	\$125,000.00	\$125,000.00
9	Relocate and Install a Complete and Operable Existing Pump Control Panel w/ all accessories and appurtenances.	LS	1	\$ 35,500.00	\$35,500.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
10	Construct 15'-8" x 20'-8" x 4" Thick Reinforced Concrete Pad for Lift Station.	SF	324	\$ 18.00	\$5,832.00	\$6.00	\$1,944.00	\$7.30	\$2,365.20	\$7.50	\$2,430.00
11	Construct Outlet/Inlet Structure at Creekside Detention Pond for 60-inch and 24-inch Rubber Gasketed Reinforced Concrete Pipe, including fittings, riprap and appurtenances.	LS	1	\$ 19,500.00	\$19,500.00	\$14,000.00	\$14,000.00	\$25,500.00	\$25,500.00	\$20,000.00	\$20,000.00
12	Construct Inlet with Waterman Gate (with electrical motor actuator) and Outlet Structures at Mill Creek for the 36" and	LS	1	\$ 21,500.00	\$21,500.00	\$13,000.00	\$13,000.00	\$29,850.00	\$29,850.00	\$15,000.00	\$15,000.00
13	Construct Concrete Weir with Channelizing Apron, Gate, Stillings wells including head walls and wing walls at	LS	1	\$ 15,500.00	\$15,500.00	\$13,000.00	\$13,000.00	\$39,750.00	\$39,750.00	\$30,000.00	\$30,000.00
14	Construct 60-inch Rubber Gasketed Reinforced Concrete	LF	195	\$ 285.00	\$55,575.00	\$240.00	\$46,800.00	\$350.00	\$68,250.00	\$500.00	\$97,500.00
15	Construct 36-inch Rubber Gasketed Reinforced Concrete	LF	138	\$ 175.00	\$24,150.00	\$300.00	\$41,400.00	\$145.00	\$20,010.00	\$150.00	\$20,700.00
16	Construct 24-inch Rubber Gasketed Reinforced Concrete	LF	195	\$ 155.00	\$30,225.00	\$110.00	\$21,450.00	\$115.00	\$22,425.00	\$150.00	\$29,250.00
17	Construct 24-inch Concrete 45 degrees bend & Concrete	EA	1	\$ 1,650.00	\$1,650.00	\$1,600.00	\$1,600.00	\$725.00	\$725.00	\$1,000.00	\$1,000.00



**Part "B"**  
**Creekside Basin Recharge/Storm Drain Imps. Project No. 9557**  
**BID SUMMARY SHEET**

Bid Opening: 2:00 PM, July 7, 2009, Non-Prevailing Wage

	ITEMS	UNIT	QTY	ENGINEERS ESTIMATE		Rising Sun Company		Floyd Johnston Construction Co.		Dunn's sand, Inc	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	<b>McAuliff St. Part "B" / Creekside Basin</b>										
18	Construct 36-inch Concrete Collar, including fittings	EA	1	\$ 2,600.00	\$2,600.00	\$1,600.00	\$1,600.00	\$590.00	\$590.00	\$500.00	\$500.00
19	Construct 72-inch Manhole, including fittings.	EA	1	\$ 8,500.00	\$8,500.00	\$7,000.00	\$7,000.00	\$6,100.00	\$6,100.00	\$10,000.00	\$10,000.00
20	Construct 60-inch Manhole, including fittings.	EA	1	\$ 6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$3,770.00	\$3,770.00	\$4,000.00	\$4,000.00
21	2" Electrical Conduit for SCE Service to transformer	LF	169	\$ 13.00	\$2,197.00	\$6.00	\$1,014.00	\$16.00	\$2,704.00	\$6.00	\$1,014.00
22	4" Electrical Conduit for SCE Service to transformer	LF	950	\$ 20.00	\$19,000.00	\$6.00	\$5,700.00	\$14.00	\$0.00	\$8.00	\$7,600.00
23	Construct SCE approved 72" x 94" x 4" Thick Concrete Pad w/ 4" Class II AB for SCE Transformer	SF	47	\$ 25.00	\$1,175.00	\$25.00	\$1,175.00	\$30.00	\$1,410.00	\$8.00	\$376.00
24	Bore 2" Electrical Conduit	LF	71	\$ 160.00	\$11,360.00	\$30.00	\$2,130.00	\$29.00	\$2,059.00	\$50.00	\$3,550.00
25	Bore 4" Electrical Conduit	LF	71	\$ 220.00	\$15,620.00	\$30.00	\$2,130.00	\$30.00	\$2,130.00	\$50.00	\$3,550.00
26	24" x 36" Splice box	EA	1	\$ 300.00	\$300.00	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$3,000.00	\$3,000.00
27	Modify and Grade around Existing Manhole/Wet Well at	LS	1	\$ 2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$6,740.00	\$6,740.00	\$2,500.00	\$2,500.00
									\$0.00		
	<b>Part "B" Total</b>				\$423,884.00		\$337,543.00		\$347,638.00		\$435,970.00

**Part "B"**  
**Creekside Basin Recharge/Storm Drain Imps., Project No. 9557**  
**BID SUMMARY SHEET**

Bid Opening: 2:00 PM, July 7, 2009, Non-Prevailing Wage

**BIDDERS NAMES**

	ITEMS	UNIT	QTY	ENGINEERS ESTIMATE		R J Berry		Emmets Excavation		Bill Nelson	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	<b>McAuliff St. Part "B" / Creekside Basin</b>										
1	*Mobilization/Demobilization	LS	1	\$ 12,500.00	\$12,500.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00
2	Prepare and Submit Storm Water Pollution Prevention Plan, including update of Notice of Intent (NOI)	LS	1	\$ 2,000.00	\$2,000.00	\$250.00	\$250.00	\$550.00	\$550.00	\$4,000.00	\$4,000.00
3	Storm Water Pollution Prevention Plan Implementation and Maintenance, including filing of Notice of Termination (NOT)	LS	1	\$ 4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$4,400.00	\$4,400.00	\$10,000.00	\$10,000.00
4	Prepare Plan for Traffic Control System/Construction Area Signs (IMSA or ATSSA Certified)	LS	1	\$ 2,000.00	\$2,000.00	\$250.00	\$250.00	\$550.00	\$550.00	\$2,500.00	\$2,500.00
5	Implementation and Maintenance of Traffic Control System/Construction Area Signs	LS	1	\$ 5,500.00	\$5,500.00	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$7,500.00	\$7,500.00
6	Furnish, Install, Maintain Oak Tree Protection	LS	1	\$ 3,200.00	\$3,200.00	\$500.00	\$500.00	\$4,400.00	\$4,400.00	\$3,000.00	\$3,000.00
7	Clearing and Grubbing including disposal of wastes and final site cleanup.	LS	1	\$ 5,500.00	\$5,500.00	\$7,500.00	\$7,500.00	\$2,700.00	\$2,700.00	\$10,000.00	\$10,000.00
8	Furnish and Install a Complete and Operable 9000 GPM, Centrifugal Pump w/ 50 HP Motor including a 30 ft column, shaft, 6' x 6' concrete wet well box, bowl assembly, flared elbows, discharge pipes, vent pipe, I beam, access door, pipe supports, interior electrical systems, all other accessories, appurtenances and testing, start-up and training services.	LS	1	\$ 110,000.00	\$110,000.00	\$80,000.00	\$80,000.00	\$106,000.00	\$106,000.00	\$125,000.00	\$125,000.00
9	Relocate and Install a Complete and Operable Existing Pump Control Panel w/ all accessories and appurtenances.	LS	1	\$ 35,500.00	\$35,500.00	\$4,000.00	\$4,000.00	\$5,200.00	\$5,200.00	\$5,000.00	\$5,000.00
10	Construct 15'-8" x 20'-8" x 4" Thick Reinforced Concrete Pad for Lift Station.	SF	324	\$ 18.00	\$5,832.00	\$5.25	\$1,701.00	\$7.00	\$2,268.00	\$10.00	\$3,240.00
11	Construct Outlet/Inlet Structure at Creekside Detention Pond for 60-inch and 24-inch Rubber Gasketed Reinforced Concrete Pipe, including fittings, riprap and appurtenances.	LS	1	\$ 19,500.00	\$19,500.00	\$45,000.00	\$45,000.00	\$35,000.00	\$35,000.00	\$22,500.00	\$22,500.00
12	Construct Inlet with Waterman Gate (with electrical motor actuator) and Outlet Structures at Mill Creek for the 36" and	LS	1	\$ 21,500.00	\$21,500.00	\$49,100.00	\$49,100.00	\$30,000.00	\$30,000.00	\$23,900.00	\$23,900.00
13	Construct Concrete Weir with Channelizing Apron, Gate, Stillings wells including head walls and wing walls at	LS	1	\$ 15,500.00	\$15,500.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00
14	Construct 60-inch Rubber Gasketed Reinforced Concrete	LF	195	\$ 285.00	\$55,575.00	\$280.00	\$54,600.00	\$366.00	\$71,370.00	\$375.00	\$73,125.00
15	Construct 36-inch Rubber Gasketed Reinforced Concrete	LF	138	\$ 175.00	\$24,150.00	\$125.00	\$17,250.00	\$143.00	\$19,734.00	\$125.00	\$17,250.00
16	Construct 24-inch Rubber Gasketed Reinforced Concrete	LF	195	\$ 155.00	\$30,225.00	\$120.00	\$23,400.00	\$119.00	\$23,205.00	\$75.00	\$14,625.00
17	Construct 24-inch Concrete 45 degrees bend & Concrete	EA	1	\$ 1,650.00	\$1,650.00	\$425.00	\$425.00	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00

**Part "B"**  
**Creekside Basin Recharge/Storm Drain Imps., Project No. 9557**  
**BID SUMMARY SHEET**

Bid Opening: 2:00 PM, July 7, 2009, Non-Prevailing Wage

**BIDDERS NAMES**

	ITEMS	UNIT	QTY	ENGINEERS ESTIMATE		R J Berry		Emmets Excavation		Bill Nelson	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	<b>McAuliff St. Part "B" / Creekside Basin</b>										
18	Construct 36-inch Concrete Collar, including fittings	EA	1	\$ 2,600.00	\$2,600.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
19	Construct 72-inch Manhole, including fittings.	EA	1	\$ 8,500.00	\$8,500.00	\$5,000.00	\$5,000.00	\$4,950.00	\$4,950.00	\$7,500.00	\$7,500.00
20	Construct 60-inch Manhole, including fittings.	EA	1	\$ 6,500.00	\$6,500.00	\$3,250.00	\$3,250.00	\$3,300.00	\$3,300.00	\$5,000.00	\$5,000.00
21	2" Electrical Conduit for SCE Service to transformer	LF	169	\$ 13.00	\$2,197.00	\$18.00	\$3,042.00	\$3.00	\$507.00	\$10.00	\$1,690.00
22	4" Electrical Conduit for SCE Service to transformer	LF	950	\$ 20.00	\$19,000.00	\$6.50	\$6,175.00	\$7.00	\$0.00	\$12.00	\$11,400.00
23	Construct SCE approved 72" x 94" x 4" Thick Concrete Pad w/ 4" Class II AB for SCE Transformer	SF	47	\$ 25.00	\$1,175.00	\$54.00	\$2,538.00	\$22.00	\$1,034.00	\$50.00	\$2,350.00
24	Bore 2" Electrical Conduit	LF	71	\$ 160.00	\$11,360.00	\$16.00	\$1,136.00	\$17.00	\$1,207.00	\$50.00	\$3,550.00
25	Bore 4" Electrical Conduit	LF	71	\$ 220.00	\$15,620.00	\$60.00	\$4,260.00	\$62.00	\$4,402.00	\$60.00	\$4,260.00
26	24" x 36" Splice box	EA	1	\$ 300.00	\$300.00	\$58.00	\$58.00	\$1,050.00	\$1,050.00	\$2,000.00	\$2,000.00
27	Modify and Grade around Existing Manhole/Wet Well at	LS	1	\$ 2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$11,000.00	\$11,000.00	\$3,500.00	\$3,500.00
									\$0.00		
	<b>Part "B" Total</b>				\$423,884.00		\$371,035.00		\$398,250.00		\$396,890.00

Part "B"  
 Creekside Basin Recharge/Storm Drain Imps., Project No. 3011-9557  
 BID SUMMARY SHEET

Bid Opening: 2:00 PM, July 7, 2009, Non-Prevailing Wage

**BIDDERS NAMES**

	ITEMS	UNIT	QTY	ENGINEERS ESTIMATE		Steve Dovoli Construction		Agee Construction		Lees Paving	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	<b>McAuliff St. Part "B" / Creekside Basin</b>										
1	*Mobilization/Demobilization	LS	1	\$ 12,500.00	\$12,500.00	\$18,000.00	\$18,000.00	\$14,000.00	\$14,000.00	\$20,000.00	\$20,000.00
2	Prepare and Submit Storm Water Pollution Prevention Plan, including update of Notice of Intent (NOI)	LS	1	\$ 2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00
3	Storm Water Pollution Prevention Plan Implementation and Maintenance, including filing of Notice of Termination (NOT)	LS	1	\$ 4,500.00	\$4,500.00	\$500.00	\$500.00	\$5,600.00	\$5,600.00	\$5,000.00	\$5,000.00
4	Prepare Plan for Traffic Control System/Construction Area Signs (IMSA or ATSSA Certified)	LS	1	\$ 2,000.00	\$2,000.00	\$100.00	\$100.00	\$400.00	\$400.00	\$8,000.00	\$8,000.00
5	Implementation and Maintenance of Traffic Control System/Construction Area Signs	LS	1	\$ 5,500.00	\$5,500.00	\$500.00	\$500.00	\$5,400.00	\$5,400.00	\$2,000.00	\$2,000.00
6	Furnish, Install, Maintain Oak Tree Protection	LS	1	\$ 3,200.00	\$3,200.00	\$500.00	\$500.00	\$700.00	\$700.00	\$3,000.00	\$3,000.00
7	Clearing and Grubbing including disposal of wastes and final site cleanup.	LS	1	\$ 5,500.00	\$5,500.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$46,200.00	\$46,200.00
8	Furnish and Install a Complete and Operable 9000 GPM, Centrifugal Pump w/ 50 HP Motor including a 30 ft column, shaft, 6' x 6' concrete wet well box, bowl assembly, flared elbows, discharge pipes, vent pipe, I beam, access door, pipe supports, interior electrical systems, all other accessories, appurtenances and testing, start-up and training services.	LS	1	\$ 110,000.00	\$110,000.00	\$98,500.00	\$98,500.00	\$125,000.00	\$125,000.00	\$136,000.00	\$136,000.00
9	Relocate and Install a Complete and Operable Existing Pump Control Panel w/ all accessories and appurtenances.	LS	1	\$ 35,500.00	\$35,500.00	\$785.00	\$785.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00
10	Construct 15'-8" x 20'-8" x 4" Thick Reinforced Concrete Pad for Lift Station.	SF	324	\$ 18.00	\$5,832.00	\$6.50	\$2,106.00	\$12.00	\$3,888.00	\$12.00	\$3,888.00
11	Construct Outlet/Inlet Structure at Creekside Detention Pond for 60-inch and 24-inch Rubber Gasketed Reinforced Concrete Pipe, including fittings, riprap and appurtenances.	LS	1	\$ 19,500.00	\$19,500.00	\$27,200.00	\$27,200.00	\$22,500.00	\$22,500.00	\$28,863.00	\$28,863.00
12	Construct Inlet with Waterman Gate (with electrical motor actuator) and Outlet Structures at Mill Creek for the 36" and	LS	1	\$ 21,500.00	\$21,500.00	\$33,600.00	\$33,600.00	\$23,900.00	\$23,900.00	\$59,419.00	\$59,419.00
13	Construct Concrete Weir with Channelizing Apron, Gate, Stilling wells including head walls and wing walls at	LS	1	\$ 15,500.00	\$15,500.00	\$29,800.00	\$29,800.00	\$20,000.00	\$20,000.00	\$20,701.00	\$20,701.00
14	Construct 60-inch Rubber Gasketed Reinforced Concrete	LF	195	\$ 285.00	\$55,575.00	\$357.00	\$69,615.00	\$375.00	\$73,125.00	\$375.00	\$73,125.00
15	Construct 36-inch Rubber Gasketed Reinforced Concrete	LF	138	\$ 175.00	\$24,150.00	\$116.00	\$16,008.00	\$125.00	\$17,250.00	\$125.00	\$17,250.00
16	Construct 24-inch Rubber Gasketed Reinforced Concrete	LF	195	\$ 155.00	\$30,225.00	\$123.00	\$23,985.00	\$75.00	\$14,625.00	\$75.00	\$14,625.00
17	Construct 24-inch Concrete 45 degrees bend & Concrete	EA	1	\$ 1,650.00	\$1,650.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00

**Part "B"**  
**Creekside Basin Recharge/Storm Drain Imps., Project No. 3011-9557**  
**BID SUMMARY SHEET**

Bid Opening: 2:00 PM, July 7, 2009, Non-Prevailing Wage

	ITEMS	UNIT	QTY	ENGINEERS ESTIMATE		Steve Dovoli Construction		Agee Construction		Lees Paving	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	<b>McAuliff St. Part "B" / Creekside Basin</b>										
18	Construct 36-inch Concrete Collar, including fittings	EA	1	\$ 2,600.00	\$2,600.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
19	Construct 72-inch Manhole, including fittings.	EA	1	\$ 8,500.00	\$8,500.00	\$9,550.00	\$9,550.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
20	Construct 60-inch Manhole, including fittings.	EA	1	\$ 6,500.00	\$6,500.00	\$3,008.00	\$3,008.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
21	2" Electrical Conduit for SCE Service to transformer	LF	169	\$ 13.00	\$2,197.00	\$5.00	\$845.00	\$18.00	\$3,042.00	\$8.00	\$1,352.00
22	4" Electrical Conduit for SCE Service to transformer	LF	950	\$ 20.00	\$19,000.00	\$6.75	\$6,412.50	\$7.00	\$0.00	\$10.00	\$9,500.00
23	Construct SCE approved 72" x 94" x 4" Thick Concrete Pad w/ 4" Class II AB for SCE Transformer	SF	47	\$ 25.00	\$1,175.00	\$10.00	\$470.00	\$55.00	\$2,585.00	\$29.00	\$1,363.00
24	Bore 2" Electrical Conduit	LF	71	\$ 160.00	\$11,360.00	\$40.00	\$2,840.00	\$16.00	\$1,136.00	\$57.00	\$4,047.00
25	Bore 4" Electrical Conduit	LF	71	\$ 220.00	\$15,620.00	\$40.00	\$2,840.00	\$57.00	\$4,047.00	\$75.00	\$5,325.00
26	24" x 36" Splice box	EA	1	\$ 300.00	\$300.00	\$2,415.00	\$2,415.00	\$1,000.00	\$1,000.00	\$790.00	\$790.00
27	Modify and Grade around Existing Manhole/Wet Well at	LS	1	\$ 2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$2,250.00	\$2,250.00	\$2,000.00	\$2,000.00
									\$0.00		
	<b>Part "B" Total</b>				\$423,884.00		\$363,079.50		\$378,798.00		\$488,948.00



CITY OF VISALIA  
Disclosure Contractors and Consultants

**NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:**

Firm Name RSCO, INC. dba RISING SUN COMPANY  
Firm Address 2182 PENLAN AVE, EXETER, CA 93221

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

WILLIAM L. SARIO, PRESIDENT  
MARLENE S. SARIO, VICE-PRESIDENT

7-8-09  
Date

William L. Sario  
Signature

WILLIAM L. SARIO, PRESIDENT  
Print Name & Title

7-8-09  
Date

Marlene Sario  
Signature

Marlene Sario V.P.  
Print Name & Title

**City of Visalia**  
**Agenda Item Transmittal**

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9s

**Agenda Item Wording:** Authorization to amend the City's Rates and Fees for fiscal year 2009-10, for the proposed new Adult-Oriented Business Performer & Business Renewal Permit fee.

**Deadline for Action:**

**Submitting Department:** Administration - Finance

**Contact Name and Phone Number:**

Mike Olmos	Assistant City Manager	713-4332
Fred Brusuelas	CD Assistant Director	713-4364
Tim Fosberg	Financial Analyst	713-4565

**Recommendation:**

That City Council 1) approve the new fee for the annual renewal of the Adult-Oriented Business Performer & Business Permit; and 2) direct staff to amend the City's Fee document for the proposed new fee beginning July 1, 2009.

**Summary:**

Staff recommends that Council review the proposed new renewal for Adult-Oriented Businesses and amend the City's Rates & Fees (Fees) schedule to include the proposed new fees.

The current Rates and Fees have fees for applications to establish new adult oriented businesses and to initially register as an Adult-Oriented performer. However, fees are not currently established to cover processing costs for annual renewals required by the Adult Oriented Business ordinance.

**General Discussion:**

During the June 15, 2009 City Council held a public hearing in the process of amending the City's Rates & Fees. During the Council meeting, the proposed new fees for renewing the Adult-Oriented Business and Performer permit was pulled from the proposed Fee adjustments approved that evening, as Council requested additional information on these renewal fees. The following is the wording from the June 15 Agenda Item:

**Adult-Oriented Business Performer & Business Renewal Permit Fee** – Staff proposes to establish an annual Renewal Fee for the Adult-Oriented Business Permit (AOB), for both the Performer (\$186.00) and for the Business / Regulatory (\$186.00). The initial Permit expires one year from the date of issuance and City Ordinance requires the Permit be renewed annually. These fees pay for a review of the business and or the performer assuring 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** \_\_\_\_\_  
**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.



grounds for revocation or suspension of the initial permit do not exist. The proposed renewal amounts are based on staff time to process and investigate compliance.

Provisions for operating an adult oriented business are contained in the Visalia Municipal Code; Chapter 5.64 *Adult Oriented Business Regulations* and Chapter 17.62 *Adult Oriented Businesses* (Zoning Regulations). In general, an adult oriented business offers its patrons products, merchandise, services or entertainment that is characterized by an emphasis upon matter depicting, describing or relating to specified sexual activities or specified anatomical areas. A common adult oriented business is an adult book store, adult cabaret, adult novelty store or adult motel.

An adult operator is an individual, partnership, company or corporation that owns the adult oriented business. All adult operators are required to have an adult oriented business permit. Chapter 5.64.040 specifies the application requirements and process for the adult operator to receive a permit.

An adult performer is an employee or independent contractor who engages or participates in some form of adult oriented entertainment within the adult oriented premises. A common live performance conducted in an adult oriented business establishment is exotic dancing. All adult performers are required to have a performer permit. Chapter 5.64.080 specifies the application requirements and process for adult performers to receive a permit. The adult performer permit process also includes a law enforcement background check.

The method of processing Adult-Oriented Business Applications begins in the Planning Division where applications are initiated. Once the application is submitted it is reviewed for completeness and ordinance compliance by the Planning staff. The Planning Division verifies the zoning location for the proposed business. Upon determination of completeness the Planning Division forwards the application to the Police Department for further review. The Police Department's processing includes fingerprinting and background research. The determination to approve or deny the application request is made by the Police Chief.

Presently, there is one Adult Oriented Business in the city. It is an adult novelty store, and it makes annual permit renewals to the City. To date there are no pending applications for any type of new Adult Oriented Business.

The following is the Government Code Section relating to renewing the permits.

Government Code Section 5.64.060E and 5.64.090E states that each Adult-Oriented Business Regulatory and Performer Permit shall expire one (1) year from the date of issuance and may be renewed only upon filing with the police chief a written request for renewal, accompanied by the annual permit fee and a copy of the permit to be renewed. The request for renewal shall be made at least thirty (30) days before the expiration date of the permit. When made less than thirty (30) days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on as provided herein for action upon applications for permits.

**Prior Council / Board Actions:** Council approved annual amendments to the City's Rates and Fees and on June 15, 2009, and last year approved biennial amendments on June 2, 2008.

**Committee / Commission Review and Actions:** The proposed new AOB renewal fees were reviewed by and recommended for Council adoption by the Citizens Advisory Committee (CAC) on May 6, 2009.

**Alternatives:** Do not approve the proposed new fees.

**Attachments:** Resolution #2009-31  
Rate & Fee Schedule – Planning

**Recommended Motion:**

1.) I move to amend the City's Rates and Fees for the proposed new fees fiscal year 2009-10.

***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)*

## RESOLUTION NO. 2009- 31

### A RESOLUTION OF THE COUNCIL OF THE CITY OF VISALIA, APPROVING THE ADJUSTMENTS TO THE CITY'S RATES AND FEES FOR THE FISCAL YEAR 2009/10.

**WHEREAS**, Resolution No. 92-123 established a policy and procedure for the annual review and approval of the City fees and charges which is compiled in a document entitled: *City of Visalia Administrative Policy on Fees and Charges*; and

**WHEREAS**, the City of Visalia has complied with its fee adjustment policy and procedures, its ordinances related to fee adjustment, the California Constitution, and California statutes relating to the adoption and amendment of fees and charges; and

**WHEREAS**, the Charter of the City of Visalia authorizes the imposition and adjustment of fees for city services including city-wide administrative services, general governmental services, community development services, community services, public safety services, public works services and engineering and transportation services, and directs the City Council to establish fees by resolution to provide for their adjustment; and

**WHEREAS**, in compliance with California Government Code Section 66016, et seq., notice of the time and place for the hearing on adjustment of the fees outlined herein has been given; and

**WHEREAS**, the City Council of the City of Visalia has reviewed the proposed City of Visalia Rates and Fees proposal for Fiscal Year 2009/10; and

**WHEREAS**, the City Council of the City of Visalia did conduct a public hearing on the proposed rates and fee adjustments for the fiscal year 2009-10 for fee adjustments to the City's Rates and Fees Schedule on June 15, 2009.

NOW, THEREFORE, the City Council of the City of Visalia finds:

1. The fee and charge adjustments proposed herein comply with the *City of Visalia Administrative Policy on Fees and Charges*; or
2. The fee and charge adjustments proposed herein comply with the adjustment requirements required by the authorizing ordinances; or
3. The fee and charge adjustments proposed comply with the increase requirements contained in Government Code section 66016, et seq.
4. The fees and charge adjustments are statutorily exempt from the California Environmental Quality Act either as fees and charges related to ministerial projects or that meeting operating expenses, financial reserve needs, further capital projects for services, or the purchasing or leasing of supplies; and
5. The findings required by authorizing ordinances enumerated herein to adopt fees have been made as a part of the respective original adopting resolutions of the Council.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Visalia adopts the adjustment of the City's Rates and Fees for the fiscal year 2009/10. This adjustment will go into July 16, 2009.

PASSED AND ADOPTED: \_\_\_\_\_

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

I, \_\_\_\_\_, City Clerk of the City of Visalia, certified the foregoing is the full and true Resolution No. 2009-\_\_\_\_\_, passed and adopted by the Council of the City of Visalia at a regular meeting held on July 13<sup>th</sup>, 2009.

DATED: \_\_\_\_\_, CITY CLERK

# **City of Visalia**

## **Attachment - A**

**to**

**Resolution No. 2009 - \_\_\_\_\_**

# **Rates and Fees**

**Proposed Recommendations for**

**FY 2009-10**

## Planning Fees

FY 08-09      FY 09-10

### Administrative Adjustment

\$ 124.00	<b>128.00</b>	Administrative Adjustment
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### Adult-Oriented Business

180.00	<b>186.00</b>	Performer Permit - Application Fee
1,190.00	<b>1,229.00</b>	Regulatory Permit - Application Fee
<b>NEW</b>	<b>186.00</b>	<b>Performer Permit - Renewal Fee</b>
<b>NEW</b>	<b>186.00</b>	<b>Regulatory Permit - Renewal Fee</b>

### Agricultural Preserve

1,702.00	<b>1,758.00</b>	Disestablishment
567.00	<b>586.00</b>	New Contract
113.00	<b>117.00</b>	Notice of Full Nonrenewal
454.00	<b>469.00</b>	Notice of Partial Nonrenewal
2,835.00	<b>2,928.00</b>	Cancellation

Time & Materi	<b>No Change</b>	Easement Exchange
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### Annexation

3,830.00	<b>3,956.00</b>	up to 15 acres
6,915.00	<b>7,143.00</b>	over 15 acres and up to 50 acres
9,978.00	<b>10,306.00</b>	over 50 acres up to 100 acres
12,478.00	<b>12,889.00</b>	Over 100 acres plus ...

Applicants also pay fees adopted by LAFCO and State Board of Equalization Fees

### Appeal

340.00	<b>351.00</b>	Appeal of Planning Commission action to City Council
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### Certificate of Compliance

432.00	<b>446.00</b>	Certificate of Compliance
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### Conditional Use Permit

656.00	<b>678.00</b>	Minor / Amendment to Approved CUP
3,460.00	<b>3,574.00</b>	Regular / PUD / PRD
124.00	<b>128.00</b>	Temporary – Counter
370.00	<b>382.00</b>	Temporary – To Planning Commission

### Development Agreement

1,235.00	<b>1,276.00</b>	Development Agreement
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### Downtown News rack Permit

\$ 28.00	<b>29.00</b>	Newsrack Permit in the Downtown Design District
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## Planning Fees

<u>FY 08-09</u>	<u>FY 09-10</u>
<b>ENVIRONMENTAL APPLICATIONS</b>	

**Categorical Exemption**

61.00	<b>63.00</b>	Categorical Exemption
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**Environmental Impact Report (EIR)**

7 1/2% of	<b>7 1/2% of</b>	
Contract	<b>Contract</b>	Processing fee

Actual Cost	<b>Actual Cost</b>	
+ 10%	<b>+ 10%</b>	
contract	<b>contract</b>	City Managed Consultant Work

**Environmental Notices**

115.00	<b>119.00</b>	Environmental Notices per year; renewal needed each year
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**Initial Study / Negative Declaration**

580.00	<b>599.00</b>	Simple
2,208.00	<b>2,281.00</b>	Complex

**Mitigated Negative Declaration**

Actual Cost	<b>Actual Cost</b>	In-house
Actual Cost	<b>Actual Cost</b>	
+ 10%	<b>+ 10%</b>	Outside Consultant

**NEPA Environmental Review**

618.00	<b>638.00</b>	Simple
3,089.00	<b>3,191.00</b>	Complex

-

**General Plan Amendment**

1,976.00	<b>2,041.00</b>	Simple
8,773.00	<b>9,062.00</b>	Complex

**General Plan Maintenance Fee**

329.00	<b>340.00</b>	per acre for new annexation
		Paid when LAFCO approves annexation

**Home Occupation Permit**

104.00	<b>107.00</b>	Home Occupation Permit
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**Lot Line Adjustment**

503.00	<b>520.00</b>	Lot Line Adjustment
124.00	<b>128.00</b>	Legal Description Resubmittal (each)



## Planning Fees

<u>FY 08-09</u>	<u>FY 09-10</u>	
<b>Maps</b>		
6,240.00	<b>6,445.00</b>	Tentative Subdivision Map
6,240.00	<b>6,445.00</b>	Tentative Parcel Map - commercial - over 4 lots
2,534.00	<b>2,617.00</b>	Tentative Parcel Map - 4 lots or less
<b>Noise Variance</b>		
124.00	<b>128.00</b>	Administrative
1,915.00	<b>1,978.00</b>	City Council
<b>Sidewalk Dining Permit</b>		
58.00	<b>60.00</b>	Sidewalk Dining Permit
<b>Specific Plan</b>		
18,597.00	<b>19,209.00</b>	Commercial / Residential
<b>Specific Plan Amendment</b>		
4,387.00	<b>4,531.00</b>	Commercial / Residential
<b>Text Amendment</b>		
3,212.00	<b>3,318.00</b>	Text Amendment
<b>Time Extension</b>		
186.00	<b>192.00</b>	Time Extension
<b>Tulare County Recording Fee</b>		
58.00	<b>58.00</b>	Tulare County Recording Fee (separate check payable to Tulare County Clerk)
<b>Variance / Exception</b>		
709.00	<b>732.00</b>	Single Family – No Site Plan
1,200.00	<b>1,239.00</b>	Single Family
2,250.00	<b>2,324.00</b>	Other
<b>Zone Change</b>		
3,212.00	<b>3,318.00</b>	Change of Zone
<b>ADMINISTRATIVE FEES</b>		
<b>Census Information</b>		
\$ 3.00	<b>\$ 3.00</b>	Per Jurisdiction
6.00	<b>6.00</b>	Per set
<b>Documents</b>		
5.00 to 100.00	<b>No Change</b>	Documents
24.00 to 39.00	<b>No Change</b>	Document Retrieval
30.00	<b>31.00</b>	Zoning Verification Letters
61.00	<b>63.00</b>	300' Radius Map and Labels
<b>Planning Commission</b>		
32.00	<b>33.00</b>	Agenda - mailed
32.00	<b>33.00</b>	Action Agenda - mailed

## City of Visalia Agenda Item Transmittal

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9t

**Agenda Item Wording:** Authorization to submit four (4) grant applications in the amount of \$9,729,085 to the Federal Transit Administration (FTA) for operating assistance, Online Multi-Modal Travel Planning Tools, solar panels for the Operations & Maintenance Facility, five (5) 35ft hybrid electric buses, two (2) under 30ft buses, and one (1) utility truck for the Sequoia Shuttle. In addition, authorization to accept \$2,668,930 in stimulus grant funding for Transit facility construction, and to file an amendment to also use a portion of the funds for another transit facility.

**Deadline for Action:** July 13, 2009.

**Submitting Department:** Administration – Transit Division

**Contact Name and Phone Number:**

Monty Cox 713-4591

**Department Recommendation:** Authorize staff to submit five (5) grant applications in the amount of \$9,729,085 to the Federal Transit Administration (FTA) for operating assistance, Online Multi-Modal Travel Planning Tools, solar panels for the Operations & Maintenance Facility, five (5) 35ft hybrid electric buses, two (2) under 30ft buses, and one (1) utility truck for the Sequoia Shuttle. In addition, authorization to accept \$2,668,930 in stimulus grant funding for Transit facility construction and to file an amendment to also use a portion of the funds for another transit facility.

**Summary/background:** The Transit Division is taking advantage of several grant opportunities; including the ones that are available through the federal stimulus package. Four of the grants are for 100% of the project cost while the fifth requires a fifty percent (50%) match.

The first grant will be used to purchase two (2) under 30ft additional buses to operate the internal and external shuttle service. The additional buses will provide improved flexibility for setting schedules, provide added capacity for projected growth, serve as spares when buses are down for repairs, and take advantage of the funding while it's available. Included in this grant is one (1) utility truck to minimize the downtime on buses when they breakdown. This grant is competitive and the City of Visalia has been successful in obtaining these funds several times in the past for similar purposes.

The second grant is a Transit Investments for Greenhouse Gas and Energy Reduction (TIGGER) in the amount of \$4,645,000. This is a competitive grant that is being offered as part

**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.

of the federal stimulus package. This grant will be used to purchase solar panels as part of the expansion of the current Operations & Maintenance facility. The solar panels will be used as part of the covered parking throughout the facility. The solar panels will generate enough power to cover 100% of the current and future facility energy needs. Also in this grant application is the purchase of five (5) 35ft hybrid electric buses for the Sequoia Shuttle. Hybrid electric buses demonstrate a 30% improvement in fuel economy over diesel buses. If awarded, these will be used to replace existing diesel buses that provide shuttle service inside the Sequoia National Park. The City provides this service under a cooperative agreement with the NPS.

The third grant is for the federal share of \$2,015,155 for bus operating assistance. These funds are distributed through the annual federal transportation budget process. Funding for operating assistance is funded fifty percent (50%) with federal funds and fifty percent (50%) from passenger fares and State Transportation Development Act (TDA) funds which are included in the City Transit operating budget. The City must submit a formal application in order to receive these funds. While it is difficult to anticipate what funds the State may try to take from local governments, the TDA funds have not been part of any projected take thus far.

The fourth grant is for an Innovative Small Search Projects to Advance Public Participation Related to Public Transportation Planning in the amount of \$150,000 for an Online Multi-Modal Travel Planning Tools for Coordinated Mobility. This will be a joint venture pilot program to include Kings County Area Public Transit Agency (KCAPTA) and Tulare County Area Transit (TCAT). While the initial grant application involves the larger transit systems, if awarded, the service area will include the smaller cities that in the participating counties.

If awarded the grant will be used to purchase and implement a web-based transportation planning tools such as "Trip Planner" by Goose Networks and Google Transit. The Trip Planner will combine information on public transit, vanpools, and carpools in an easy to use map-based website. The site will be accessible with a computer browser or through the browser on a mobile device (phone or PDA). The Trip Planner will enhance the mobility services to the rural workforce of Kings, Tulare, Fresno, Madera, and Kern Counties.

The fifth grant is from the federal stimulus program for \$2,668,930 to construct the Transit Center expansion, and possibly part of the bus operations and maintenance facility expansion. The transit center expansion will accommodate 12 new bus bays with shelters, covered walkways, solar lighting and plenty of pedestrian seating. The bus operations facility expansion will add four bus maintenance bays and over 55 additional bus parking areas. This is a formula based grant that is automatically provided to the City providing all the regulations and rules are followed. Originally applied for to construct the Transit Center expansion, because the bids were lower than anticipated, staff is also asking for authorization to file an amendment asking for permission to use a portion of the remaining funds for another transit facility.

**Prior Council/Board Actions:** None

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

**Alternatives:** None

**Attachments:** None

**Recommended Motion (and Alternative Motions if expected):** I move that the City Council authorize staff to submit four (4) grant applications in the amount of \$9,729,085 to the Federal Transit Administration (FTA) for operating assistance, Online Multi-Modal Travel Planning Tools, solar panels for the Operations & Maintenance Facility, five (5) 35ft hybrid electric buses, two (2) under 30ft buses, and one (1) utility truck for the Sequoia Shuttle. In addition, authorization to accept \$2,668,930 in stimulus grant funding for Transit facility construction, and to file an amendment to also use a portion of the funds for another transit facility.

***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:



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9v

**Agenda Item Wording:** Authorization to form a Public Art Policy Task Force to develop City policies for locating and approving public art.

**Deadline for Action:**

**Submitting Department:** Administration

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

**Department Recommendation:**

It is recommended that the Council approve the development of a Public Art Policy Task Force to develop policies, regarding public art in Visalia. These policies should include a clear provision for City Council approval for all public art on city owned sites. In developing this policy, the Task Force should include, but not be limited to, consideration of the following,

- \*How public art is defined
- \*Permanent, long-term and short term outdoor art exhibits
- \*Public space versus private space
- \*All forms of public art including murals, statues, sculptures, paintings, art work paving and/or fencing, etc.
- \*Permitting and approval processes
- \*Artists rights
- \*Property Owner rights
- \*Soliciting/encouraging public art
- \*Criteria for where public art could/should be located in publicly owned areas, including parks, plazas, green spaces and non-traditional art spaces
- \*How city-owned sites will be selected/approved for public art, and how the type of piece, subject matter and artist will be selected and approved
- \*Other city's public art policies
- \*A review panel that is comprised of an already-formed group (Current Committee, Commission or community organization)

It is recommended that this Task Force including at least the following members:

- Two from the Citizens Advisory Committee
- Two from the Parks and Recreation Commission
- Three from the Arts Consortium

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

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

**Review:**

**Dept. Head LBC 7509  
(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.

One from the Chamber of Commerce  
One from the Hispanic Chamber of Commerce

**Summary/background:**

In August, 2008, the Council approved the Cultural Arts Plan which included several goals around incorporating the arts throughout the community, including art in public places. Among the specific references to including art through the community were:

\*Develop and implement a formal Cultural Tourism Plan involving appropriate tourism and hospitality industry partners which might include specialty itineraries and tours such as public art.

\*Whenever possible, integrate arts/cultural program and interest into other community sectors, and venues. Stakeholders in this Plan's implementation should showcase the city's diverse tastes, heritage and cultural expressions.

Recently, there has been interest in developing additional public art components. There have been a couple of contacts regarding potential murals, there is interest in having an art piece in the soon-to-be-built Santa Fe roundabout, and there may be additional public art opportunities at the Convention Center with the redesign of the Plaza in conjunction with the Shuttle Visitors Center.

While the City has a policy regarding the approval of murals, it has been several years since that process was developed, it has been used very little in recent years, and is not a comprehensive approach to public art. With the emphasis on the implementation of the City's cultural plan, and the recent interest in public art at several locations, staff believes it is an appropriate time to develop a comprehensive public art policy.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

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

I move to authorize the formation of a Public Art Policy Task Force to develop City policies for locating and approving public art.



***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:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9w

**Agenda Item Wording:** Request authorization to file a Notice of Completion for Ashley Grove, Unit No. 11, a subdivision (containing 76 single family lots), located at the northwest corner of Mooney Boulevard and Wren Avenue.

**Deadline for Action:** N/A

**Submitting Department:** Community Development/  
Engineering Division

**Contact Name and Phone Number:**

Chris Young, Assistant Community Dev. Director - 713-4392

**Department Recommendation:** City staff recommends that City Council give authorization to file a Notice of Completion for the Ashley Grove, Unit No. 11 Subdivision.

**Summary/background:** All the necessary improvements for this subdivision have been completed and are ready for acceptance by the City of Visalia. The subdivision was developed by Nicholson & Smee, LLC. Nicholson & Smee, LLC. has submitted a maintenance bond in the amount of \$71,122.40. As required by the Subdivision Map Act to guarantee the improvements against defects for one year. The completed improvements include landscaping which will be maintained by the City through Landscape and Lighting District No. L 0517 for this subdivision and was created together with the tentative map. Therefore, no further resolutions or actions were necessary to annex this subdivision into it's own landscape and lighting district.

**Prior Council/Board Actions:** Final Map (and Landscape and Lighting District formation) recording was approved at Council meeting of December 19, 2005.

**Committee/Commission Review and Actions:** The tentative subdivision map for Ashley Grove, Unit No. 11 was approved by Planning Commission on January 24, 2005.

**Alternatives:** N/A

**Attachments:** Developers Disclosure Form and Location sketch/vicinity map.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

**Est. Time (Min.):** 1 Min.

**Review:**

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

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

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

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

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

I hereby authorize filing a Notice of Completion for ASHLEY GROVE, UNIT NO. 11.

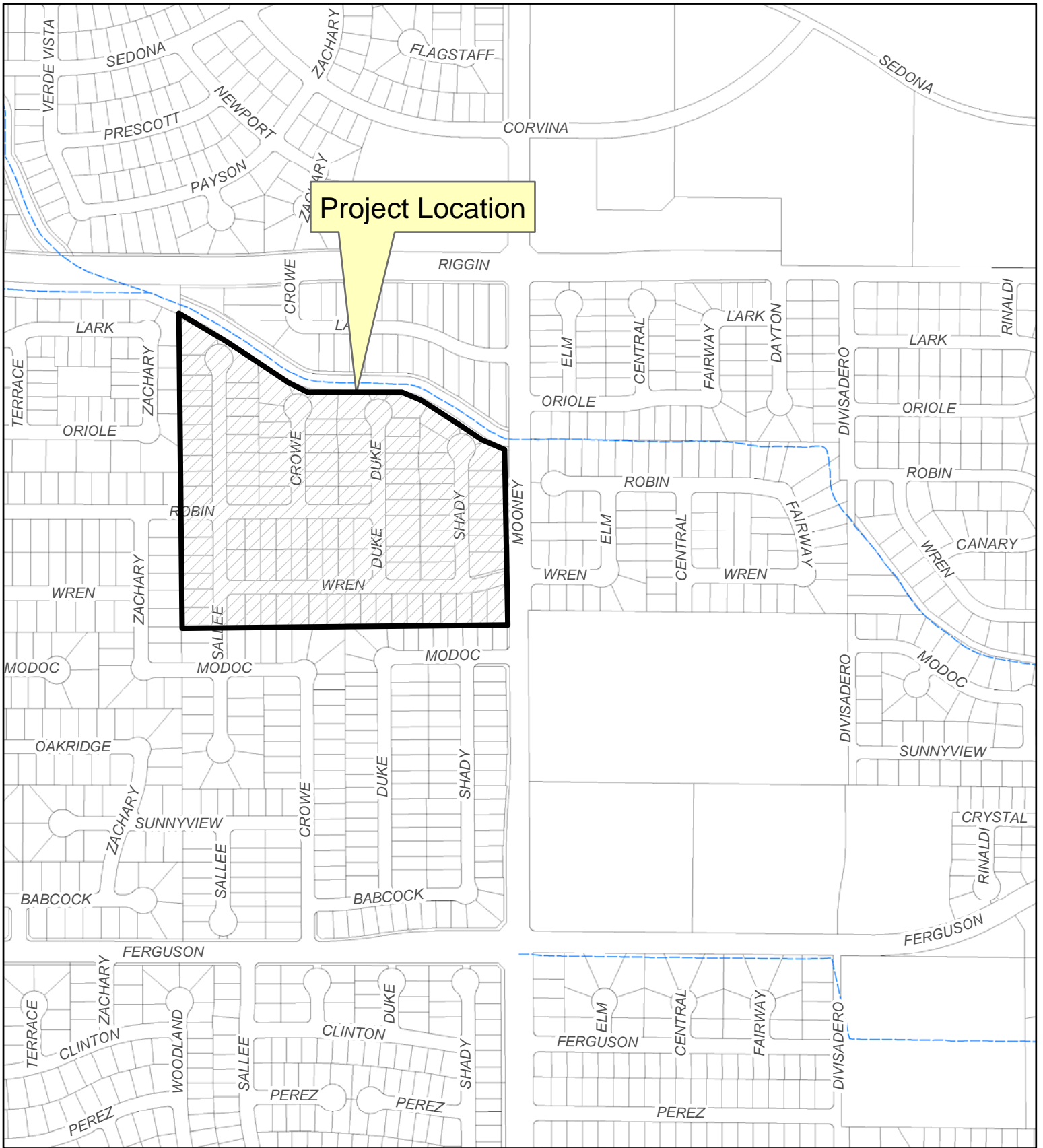
***Environmental Assessment Status***

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

**NEPA Review:**

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

Copies of this report have been provided to:



# Ashley Grove 11 Location Map



Scale: 1"=500'

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9x

**Agenda Item Wording:** Request authorization to file a Notice of Completion for Parcel Map 2006-26, a division of Lot 5 of Hurley Estates Subdivision into two lots (located at the northwest corner of Hurley Avenue and Tommy Street).

**Deadline for Action:** None

**Submitting Department:** Community Development Department/  
Engineering Division

**Contact Name and Phone Number:**

Chris Young, Assistant Community Dev. Director- 713-4392

**Department Recommendation:**

City staff recommends that City Council give authorization to file a Notice of Completion for Parcel Map No. 2006-26. All the necessary improvements for Parcel Map No. 2006-26 have been completed and are ready for acceptance by the City of Visalia. The Parcel Map No. 2006-26 was developed by Mike Silva. Mike Silva has submitted a cash deposit in lieu of a maintenance bond in the amount of \$ 2,260.90 as required by the Subdivision Map Act to guarantee the improvements against defects for one year. The completed improvements include landscaping which will be maintained by the private development.

**Summary/background:** N/A

**Prior Council/Board Actions:**

Final Map recording was approved at Council meeting of March 16, 2009.

**Committee/Commission Review and Actions:** The tentative Parcel Map 2006-26 was approved by Planning Commission on December 11, 2006.

**Alternatives:** N/A

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

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1 Min.

**Review:**

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

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

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

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

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

I hereby authorize filing a Notice of Completion for Parcel Map 2006-06.

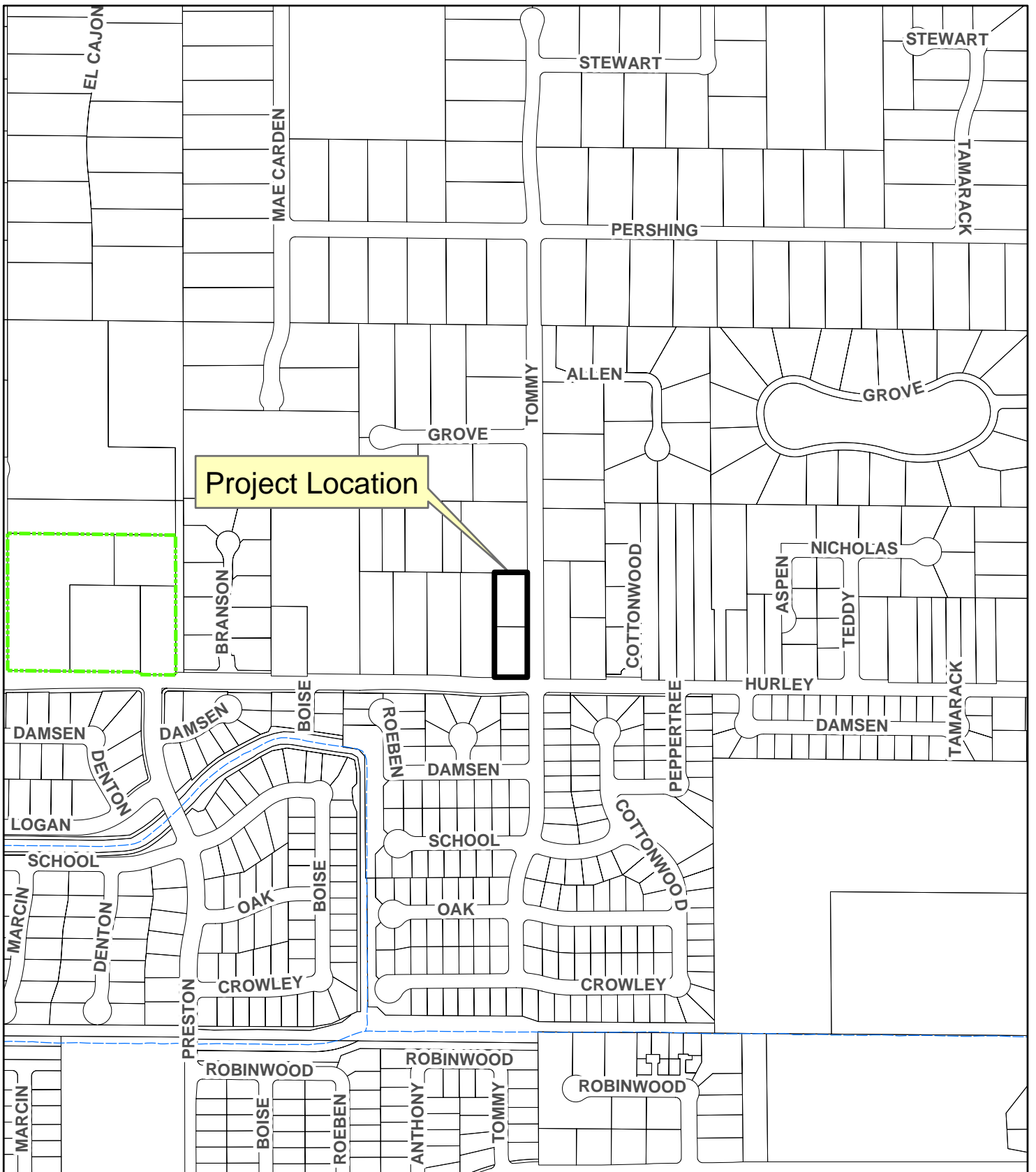
***Environmental Assessment Status***

**CEQA Review:**

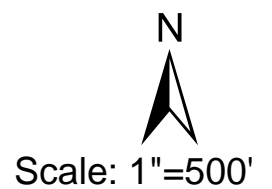
**NEPA Review:**

**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:



# Parcel Map 2006-26 Location Map





**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9y

**Agenda Item Wording:** Request authorization to file a Notice of Completion for Master Plan Storm Drain Facilities installed with the River Run Ranch Phase 5 subdivision, located on the south side of St. Johns Parkway, one half mile east of McAuliff Street.

**Deadline for Action:** N/A

**Submitting Department:** Community Development/  
Engineering Division

**Contact Name and Phone Number:**

Chris Young, Assistant Community Dev. Director – 713-4392  
Jason Huckleberry, Associate Engineer – 713-4259

**Department Recommendation:** City staff recommends that City Council give authorization to file a Notice of Completion for the Master Plan Storm Drain Facilities installed with the River Run Ranch Phase 5 Subdivision.

**Summary/background:** As part of the subdivision improvements associated with the River Run Ranch Phase 5 subdivision, the developer has designed and installed master plan storm drain improvements along St. John's Parkway, including a master plan storm drain basin. The Developer has completed all required improvements and the project is now ready for acceptance by the City of Visalia. After the Notice of Completion is filed, the Developer will be reimbursed for the master plan storm drain facilities per the approved reimbursement agreement .

River Run Ranch Phase 5 is being developed by Mark Hoffman Engineering. The project consists of 54 single family lots and is located along the south side of St. Johns Parkway, one half mile east of McAuliff Street. The project improvements include the extension of St. Johns Parkway to the east, interior subdivision street and utility improvements, and the master plan storm drain facilities along St. Johns Parkway.

**Prior Council/Board Actions:** Project improvement agreement and reimbursement agreement were approved at the Council meeting of June 15, 2009.

**Committee/Commission Review and Actions:** Planning Commission approved the Tentative Map on August 14, 2006.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1Min.

**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.

Developer Reimbursement Review Committee approved the reimbursement agreement on June 3, 2009

**Alternatives:** N/A

**Attachments:** Developer Disclosure Form and Location map.

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

Authorize City staff to file a Notice of Completion for Master Plan Storm Drain Facilities associated with the River Run Ranch 5 subdivision.

***Environmental Assessment Status***

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

**NEPA Review:**

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

Copies of this report have been provided to:

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 9z

**Agenda Item Wording:** Authorization to execute a Purchase and Sale Agreement with Family Healthcare Network (FHCN) for the purchase of City Parking Lot No. 41 (owned by the Transit Division) located at the northwest corner of Oak Avenue and Santa Fe Street.

**Property Address:** 309 N. Santa Fe St. (APN 094-284-006)

**Deadline for Action:** July 13, 2009

**Submitting Department:** Housing & Economic Development

**Contact Name and Phone Number:** Ricardo Noguera, Housing & Economic Development Director (x4190); Cliff Ronk, Development Project Manager (x4348)

**Department Recommendation:** Authorize the City Manager to execute the following:

- (1) A Purchase and Sale Agreement with FHCN for the sale of City Parking Lot No. 41 at the appraised value of \$196,480, with close of escrow to occur when Building Permit is issued;
- (2) City (or Transit Division) finance the purchase for up to 15 years at 5.5% per annum interest rate. (This calculates to approximately \$1,600 per month loan payment.)
- (3) Sale will be contingent upon FHCN securing a grant from the Federal Health Resources & Services Administration for Community and Migrant Health Centers to pay for City fees and construction.

**Summary/background:** The newest FHCN building is situated in Visalia's Downtown at the northeast corner of Oak Avenue and Bridge Street. FHCN also has two additional facilities in Downtown Visalia locations. This organization employs approximately 280 workers within the Visalia city limits. FHCN provides a wide variety of health and social services to residents throughout the City from its downtown centers. It serves as a destination to the Downtown area.

FHCN desires to purchase the subject property, and construct a two-story, approximately 15,000 square foot, medical office and clinic. The new building would match the existing FHCN structure architecturally. The two buildings would be connected by a new breezeway. The upper floor might not be utilized immediately, but would be "shell space" for future expansion.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

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

**Review:**

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

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

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

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

The proposed new building will provide for expansion of FHCN administrative offices, as well as for addition of a clinic for specialized functions such as general surgery, gastroenterology, cardiology, and urology. Patients for these services will be referred from FHCN clinics throughout the region.

**Financing:** The City has completed an updated appraisal for the City Parking Lot No. 41, located adjacent to the east of the existing FHCN facility on Oak Avenue. The total land purchase price of \$196,480 is based on a \$20 per square foot value calculated from a total of 9,824 square feet. The Purchase and Sale Agreement contemplates FHCN purchasing the parking lot, and paying the City (or Transit Division) over a period of time with financing terms.

FHCN is seeking a grant through the Federal Health Resources & Services Administration for Community and Migrant Health Centers. If successful, the grant will be used to cover the payment for all development impact fees, building permit fees, and construction. If unsuccessful in securing the grant, FHCN could rely on allowable fee reductions, and/or City-approved financing mechanisms to cover such costs. FHCN may retain the services of a consultant to evaluate potential reduction of the City Transportation Impact Fee. FHCN may also request payment of the Parking In-Lieu Fee in installments over a period of five to ten years.

**Prior Council/Board Actions:** None

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

**Alternatives:** None

**Attachments:** Aerial Map of Proposed Building Site for Family Health Care Network

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

Authorize Staff to execute a Purchase and Sale Agreement, including financing terms, with Family Healthcare Network (FHCN) for the purchase of City Parking Lot No. 41 (owned by the Transit Division), located at the northwest corner of Oak Avenue and Santa Fe Street.

***Environmental Assessment Status***

**CEQA Review:** N/A

**NEPA Review:** Required for any developments with use of federal funds.

**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:** July 13, 2009

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

**Agenda Item Wording:** Authorize the Executive Director of the Redevelopment Agency Board to approve a loan to Kaweah Management Company in an amount not to exceed \$480,000 for the acquisition, rehabilitation and rental of six (6) units located at 632, 634, 636, 640, 642 and 644 Kaweah Avenue.

*Property Location:* 632,634,636 & 640,642,644 East Kaweah Avenue; located at the north side of Kaweah Avenue between Tipton and Burke Streets.

*Assessor Parcel Numbers:* 097-122-042 & -043.

**Deadline for Action:** July 13, 2009

**Submitting Department:** Housing & Economic Development

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

**Department Recommendation:** Authorize Executive Director to approve a loan in the amount of \$480,000 with use of Central Redevelopment Agency Funds with Kaweah Management Company to support the acquisition, rehabilitation and rental of two foreclosed triplexes (contains a total of six two-bedroom units).

**Project Description**

Kaweah Management Company is in the process of acquiring two triplexes which are foreclosed, abandoned and have undergone vandalism. These two properties are situated in the Washington School Neighborhood and are located immediately adjacent to one another. A total of six units will be rehabilitated and carports will be converted to garages and a playground will be constructed within the center section of the two triplexes. A site plan is attached (Exhibit "A").

**Neighborhood Revitalization**

This project fulfills the department's neighborhood revitalization efforts, assisting proven developers to acquire and rehabilitate dilapidated rental properties in challenged areas of town and completing infill development. Additionally, this project represents the City/Agency's first attempt to partner in the acquisition and rehabilitation of multi-family bank-owned homes. This property also falls within one of the City's targeted neighborhoods "Washington School Neighborhood".

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 2

**Review:**

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

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

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

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

**Role of Kaweah Management Company (KMC):** The Kaweah Management Company is a non-profit charitable organization (501 (c) 3) that develops, rehabilitates and manages affordable housing units and projects. The City has partnered with Kaweah on past affordable housing projects including the 20-unit Paradise & Court Development, located just south of the Washington School Neighborhood; 95-unit Kimball Court elderly low income housing project, the Tulare Avenue Transitional Living Center, the mixed income 71-unit Millcreek Project and the 10-unit Robinwood Project. The City of Visalia Redevelopment Agency proposes to provide Kaweah with a \$480,000 Residual Receipts Loan with use of Redevelopment Low-Mod funds from the Central Redevelopment Project Area.

**Sources of Funds:**

The total acquisition and rehabilitation costs are estimated at approximately \$750,000 with approximately \$80,000 in rehabilitation costs per unit. The Agency's contribution will total \$480,000 and be utilized for the rehabilitation portion of the development. A complete financing and rehabilitation pro-forma is attached as well as an Operations budget. (Exhibit "B").

**Uses of Funds:**

Kaweah Management Company East Kaweah Avenue Triplexes Acquisition & Rehabilitation & Operations Plan, is a summary of acquisition and rehabilitation costs. The developer will acquire approximately 19,534 square feet of land (each parcel approximately 9,767 square feet that currently supports the two triplexes. The developer will rehabilitate the six (6) two-bedroom units, convert existing carports to garages and install a new playground in the center of the complex between the two triplexes. The developer anticipates purchasing each triplex for approximately \$132,500. The developer's estimated purchase price per unit is \$43,500 per unit. The rehabilitation costs are estimated at \$80,000 per unit for a total of \$480,000. The Agency is sought after to provide this funding with low/mod dollars.

If Redevelopment funds are utilized, prevailing wages apply, there adding to the cost of the project.

**Disbursement of Funds**

The \$480,000 of Agency funds will be disbursed as follows: \$240,000 disbursed following approval of loan agreement by the Agency Board; \$240,000 disbursed following approval of building permits through the City's Building Division.

**Residual Receipts**

To the extent there are Residual Receipts from the Project, Kaweah shall pay 100% of the Residual Receipts to the City on an annual basis. Any payment required under this Note shall be made payable to the Visalia Redevelopment Agency.

**Contracts.**

Contracts have been drafted for funding, affordability requirements, management, construction and responsibilities of the parties involved. Redevelopment Low/Mod Funds will be utilized requiring a minimum 55 year affordability covenant and is referenced in the agreement with Kaweah Management Company. As mentioned previously, to the extent there are Residual Receipts from the Project, the Kaweah Management Company shall pay 100% of the Residual Receipts to the Agency on an annual basis as indicated within the agreement, attached as Exhibit "D". The third agreement connects Kaweah Management Company and the City together in relation to the proposed project such as project management, project ownership, disbursement of funding, and other requirements.

**Property Ownership.** The Developer currently owns, or is in escrow to acquire, the parcels which constitute the Property on which the Project is to be undertaken. The Developer is diligently pursuing acquisition of the two parcels which constitutes the Property prior to the initiation or rehabilitation of the Project



**Project Design, Use Restrictions and Requirements.** Kaweah Management Company agrees that the Property shall only be used and occupied for rental purposes in compliance with and subject to conditions outlined within the agreements. Staff would like to bring to Council's attention a few of the conditions:

- (a) **Prevailing wages.** "Kaweah is contractually obligated to comply with all applicable State and Federal prevailing wage laws, and to indemnify the Agency against any claims of noncompliance".
- (b) **Relocation of tenants.** This is not applicable since the property is completely vacant.
- (c) **Maintenance and Operations.** After completion of the Project, Kaweah will serve as the Property Manager.
- (d) **Fair Market Rents.** The HUD Fair Market Rents will be utilized. The rents are anticipated to be \$299 for the two bedroom units where the renter's household income levels shall not exceed 30% of the median income level.
- (d) **Rental Restrictions.** Developers shall meet or exceed the affordability requirements for the Central Redevelopment Low/Mod funds. Fifty-five years are required for use of Redevelopment funds. Developer will enter into agreements with the tenants, to comply
- (e) **Monitoring of Use of Dwelling Units.** Initial tenant income will be determined and each year during the affordability period for the Project, each tenant's annual income will be re-examined in accordance with funding source requirements.

**Prior Council/Board Actions:** In August of 2005, the City Council adopted a Housing Element Update, identifying housing needs for all income levels in our local population. The number of affordable housing units (from very low income to moderate income) either approved or built between 2001 and 2005 is 623 according to the Housing Element.

**Committee/Commission Review and Actions:** Preliminary Site Plan Review completed.

**Alternatives:** None

**Attachments:** Exhibit "A" Site Map  
Exhibit "B" Color renderings  
Exhibit "C" Finance & Operations Budget  
Exhibit "D" KMC & City Agency Low Mod Agreement

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

Authorize Executive Director to approve a loan in the amount of \$480,000 with use of Central Redevelopment Agency Funds with Kaweah Management Company to support the acquisition, rehabilitation and rental of two foreclosed triplexes (contains a total of six two-bedroom units).

***Environmental Assessment Status***

**CEQA Review: CEQA Cat Exempt No. 2008-10**

**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)*

*Signatures for all three agreements required: Exhibits D, E & F*

Copies of this report have been provided to:

Exhibit "A"

City of Visalia

Kaweah Management Co  
 Triplex Project  
 632,634,636 and  
 640,642,644 E Kaweah



Scale: 1"= 113'



This map has been carefully prepared from official records, to the best of the information herein is not to be construed and the City of Visalia shall not be liable for any errors or omissions without being notified in writing. The City of Visalia is not responsible for any errors or omissions in any form or reproduction in any form without the express written consent of the City of Visalia Civil Service Department.

Exhibit "B"  
Color Renderings

Exhibit "C"  
ProForma

**Kaweah Management Company  
East Kaweah Ave Tri-plexes  
Potential Acquisition & Rehab  
& Operations**

Properties acquired	2
Number of Units	6
Number of bedrooms	12
Total cost of units - (Estimated at 132,500 perTri-plex)	\$265,000
Cost of rehab -See detail attached	\$480,000
Average price per unit	\$124,167
Average price per Bedroom	\$62,083
Price per square foot (840 sq ft each)	\$148

**Budgeted Income  
And Expenses**

	<b>Per unit</b>	<b>Annualized</b>
Dwelling Rent - 60% 2008 TCAC-Adjusted to Market	625.00	\$45,000
Vacancy @ 5%	-31.25	-\$2,250
Laundry - Each unit comes equipped with Washer & Dryer	0.00	\$0
Other Income - Late Fees etc	2.50	\$180
Interest Income - Cash in Bank @ 2%	3.82	\$275
<b>Total Project Income</b>	<b>\$600.07</b>	<b>\$43,205.00</b>

Exhibit "C"- continued  
ProForma

<b>Operating Expenses</b>		
Utilities - Garbage, Water & Sewer, Elec	57.50	\$4,140
Manager Salary & Benefits	0.00	\$0
Maintenance Salary & Benefits	60.00	\$4,320
Management Fees	42.50	\$3,060
Landscaping	40.00	\$2,880
Materials	28.75	\$2,070
Contract Services	60.00	\$4,320
Pest Control	12.50	\$900
Property Taxes- special assessments	5.00	\$360
<b>Total Operating Expenses</b>	<b>306.25</b>	<b>22,050.00</b>
<b>Net Operating Income</b>	<b>293.82</b>	<b>21,155.00</b>
<b>Debt Service - Tulare County Housing Authority Long Term Loan from Housing Authority at \$745,000 less RDA loan of 480,000 Loan of \$265,000 at 5% for 25 years</b>	<b>258.19</b>	<b>\$18,589.92</b>
<b>Project Cash Flow</b>	<b>35.63</b>	<b>\$2,565.08</b>
Replacement Reserves	35.00	2,520.00
<b>Net Cash Flow</b>	<b>0.63</b>	<b>45.08</b>

Exhibit "D"  
KMC & City Agency Low Mod Agreement

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 11

**Agenda Item Wording:** Act on the results of the balloted Stonebridge Landscape and Lighting Maintenance Assessment District that were tabulated and reported at the June 1, 2009 Council Meeting.

**Deadline for Action:**

**Submitting Departments:** Finance, Parks and Recreation

**Contact Name and Phone Number:**

Eric Frost - 713-4474, Vince Elizondo – 713-4367,  
Jason Montgomery - 713-4425

**DEPARTMENT RECOMMENDATION:**

That City Council:

- 1) Certify the results of the balloted Stonebridge Landscape and Lighting Maintenance Assessment District that were tabulated and reported at the June 1, 2009 Council Meeting.
- 2) Authorize the placing of the approved increased benefit assessment amount on the 2009-10 Property Tax Roll and incorporate the approved standard benefit assessment increase allowance to the District.

**BACKGROUND:**

*PUBLIC HEARING:*

A Public Hearing was held on June 1, 2009 for the purpose of taking public input on the proposed funding changes, amendments, and assessment increases to five balloted Landscape & Lighting Maintenance Districts. During the Public Hearing, three residents of the balloted Stonebridge Landscape & Lighting Maintenance Assessment District voiced their concerns that the ballot materials contained insufficient data regarding the financial status of the District. They also spoke of their opposition to combining the assessment increase with the standard Benefit Assessment Increase Allowance (a policy incorporated into all Landscape and Lighting Districts created after 1994), stating that these factors made understanding the ballot difficult and confusing. After listening to the residents the City Council closed the public hearing.

*RESULTS OF THE BALLOTTED STONEBRIDGE DISTRICT:*

Upon completion of the public hearing, staff opened and tabulated the ballots of the Stonebridge District. Deputy City Manager Leslie Caviglia reported on the results of the Stonebridge District at the end of the Council Meeting. Of the fifty ballots mailed to the Stonebridge District, twenty-six ballots

**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.



were returned with fifteen residents voting yes on the proposed changes and eleven residents voting no. The measures passed. The City Council chose to certify the results of the ballot at a later date and instructed staff to further research the finances of the District due to questions raised by the three residents who were in attendance.

**UPDATE:**

The finance department has been working with the Parks Department in researching the Stonebridge Landscape and Lighting District. The following are the findings.

**Unique District**

The Stonebridge Landscape & Lighting District is a unique District because of the following:

- The District has a nice park, which serves the dual purpose of being a ponding basin to hold storm water during heavy rains.
- Packwood Creek runs along the boundary of the District, therefore creating a riparian setback.
- Maintenance of the District is currently provided by the Parks Department rather than by Landscape & Lighting Maintenance Contractors. This is the *only* Landscape & Lighting District maintained by Parks personnel.
- The District is only made up of 50 parcels – a small number considering the size of the maintenance area.

**Revenue Sources**

Because of the uniqueness of the Stonebridge Landscape & Lighting District, the District receives funding from three different sources:

1. The Property Assessment of the 50 parcels in the District.
2. Funding from the Storm Drain Division within Wastewater Collection – for a portion of the maintenance of the Ponding Basin Park and Packwood Creek.
3. Funding from Waterways Impact Fees for the riparian setback along Packwood Creek.

**Allocation of Expenses**

The expenses of the Stonebridge Landscape & Lighting District are allocated to the three sources based on the square footage of the improved areas and the benefit received. The expenses are allocated based on the following percentages:

1. 30% of the total expenses for the District are allocated to the 50 parcels in the District.
2. 43% of the total expenses for the District are allocated to the Storm Drain Division within Wastewater Collection.
3. 27% of the total expenses for the District are allocated to the Waterways Fund for the riparian setback.

**Errors in Allocating Expenses**

For the fiscal years 2003-04 through 2007-08, no allocation of expenses had been made to the Waterways Fund for maintenance of the riparian setback area in the Stonebridge District. To complicate matters further, no maintenance costs were allocated to the Stonebridge District by the Parks Department for maintenance of the District for the fiscal years 2004-05 through 2006-07. In order to correct these omissions, the Stonebridge District will be charged by the Parks Department for the missed years of allocated costs. This amounts to a charge of \$24,355.88. The Stonebridge District will then be credited for the missed years of allocation of expenses to the Waterways Fund for the maintenance of the riparian setback area. This amounts to a credit of \$25,858.43. The net change for the Stonebridge Landscape and Lighting District will be a reduction in deficit balance of

\$1,502.55. Table 1, Stonebridge, Charge/Credit for Missed Years of Allocations, summarizes these corrections.

**Table 1**  
**Stonebridge, Charge/Credit for Missed Years of Allocations**

Fiscal Year	Utilities	Parks Allocation	Other Allocation	Missing Parks Allocation	Total Expenses	Distribute to Waterways	Adjusted District Expenses
03-04	2,800.77	8,040.31	357.66	-	11,198.74	5,263.41	5,935.33
04-05	2,342.35	-	308.83	7,459.97	10,111.15	4,752.24	5,358.91
05-06	1,966.74	-	380.69	11,503.51	13,850.94	6,509.94	7,341.00
06-07	2,207.03	-	570.21	5,392.40	8,169.64	3,839.73	4,329.91
07-08	2,248.27	8,868.34	570.86		11,687.47	5,493.11	6,194.36
Total Should Have Been Charged						25,858.43	29,159.51
Actually Charged						-	30,662.06
Adjustment							(1,502.55)
Deficit Balance Before Adjustment							6,149.45
Deficit Balance After Adjustment							4,646.90

**Recommendations for the District**

To help maintain the level of maintenance within the District and to help eliminate the deficit cash balance in the District, City staff recommends the following:

1. Certify the results of the election reported on at the June 1, 2009 City Council meeting and implement the proposed assessment increase and amendment to the District.

As a result of the certification, District #8804, Stonebridge will have the standard benefit assessment increase allowance incorporated into the District. Also, as Table 2, Increase in 2009-10 Property Tax Roll Amount, indicates, the District will have the benefit assessment that is placed on the Property Tax roll increased by the approved amount. The initial benefit assessment amount was approved to be placed on the 2009-10 Property Tax Roll at the June 1, 2009 Council Meeting.

**Table 2**  
**Increase In 2009-10 Property Tax Roll Amount**

District #	Description	# of Lots	Initial Benefit Assessment Amount	Approved Increase per Lot	Assessment Per Lot	Total District Benefit Assessment
8804	Stonebridge	50	\$ 5,104.00	\$ 10.20	\$ 112.28	\$ 5,614.00

2. Continue the current allocation of expenses between the 50 parcels in the District, the Storm Drain Division within Wastewater Collection, and the Waterways Fund. All allocations will be made annually.
3. Transfer maintenance of the District from the Parks Department to one of the current Landscape & Lighting Maintenance Contractors. This will help to reduce costs within the District as Landscape & Lighting Maintenance Contractors can provide service at a lower cost than what the Parks Department can provide. The current Landscape and Lighting contract that the Stonebridge District would fall under is scheduled to go out to bid in July 2009 and to be awarded sometime in August 2009. Therefore, actual savings cannot be calculated at this time.

With the implementation of these recommendations, the current projection is for the District to eliminate its deficit cash balance within 7 years.

These findings were shared with two of the three residents from the Stonebridge District that had spoke at the June 1, 2009 public hearing during a meeting held with them on June 19, 2009. The two residents shared this information with the other residents of the Stonebridge District by distributing a flyer to them.

Staff also prepared an informational letter about this District and mailed it to the homeowners in the Stonebridge District on July 2, 2009. A copy of this letter is attached.

**Prior Council/Board Actions:** On June 1, 2009, City Council approved the placing of the Landscape and Lighting District Assessments on the 2009-10 Tulare County Secured Property Tax Roll.

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:** Update Letter mailed to Stonebridge Homeowners  
2009 Landscape Lighting Ballot Results

**City Manager Recommendation:**

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

- 1) Certify the results of the balloted Stonebridge Landscape and Lighting Maintenance Assessment District that were tabulated and reported at the June 1, 2009 Council Meeting. The measures passed with fifteen residents voting yes on the proposed changes and eleven residents voting no.
- 2) Authorize the placing of the approved increased benefit assessment amounts on the 2009-10 Property Tax Roll and incorporate the approved standard benefit assessment increase allowance into the District.

Copies of this report have been provided to:

**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)*



707 W. Acequia Ave  
Visalia, CA 93291

July 10, 2009

HOMEOWNER  
5533 W HILLSDALE #C  
VISALIA CA 93291

Subject: Update on the Stonebridge Landscape & Lighting District.

Dear Homeowner:

The City maintains common landscape and lighting in your neighborhood, funded by a benefit assessment which is included on your annual property tax bill. The maintained landscaping and improvements visually enhance your neighborhood, add value to the properties and increase your quality of life. Your District includes a beautiful main entrance into your neighborhood as well as a very nice park, amenities that most other Landscape & Lighting Districts do not have.

Due to increasing deficit cash balances in the District, in April 2009, the City of Visalia balloted the District proposing a benefit assessment increase as well as an amendment to the District to include a standard Benefit Assessment Increase Allowance, an item common to all Landscape & Lighting Districts created after 1994. The City tabulated the ballots at the June 1, 2009 public hearing. The measures passed with 15 neighbors approving the changes and 11 neighbors disapproving the changes. The City Council chose to certify the results of the ballot at a later date and instructed staff to research the finances of the District due to questions raised by some of the property owners in your District. City Staff has researched the District and will be reporting the following to the City Council at the July 13, 2009 Council Meeting.

### **Unique District**

The Stonebridge Landscape & Lighting District is a unique District because of the following:

- The District has a nice park, which serves the dual purpose of being a ponding basin to hold storm water during heavy rains.
- Packwood Creek runs along the boundary of the District, therefore creating a riparian setback.
- Maintenance of the District is currently provided by the Parks Department rather than by Landscape & Lighting Maintenance Contractors. This is the only Landscape & Lighting District maintained by Parks personnel.
- The District is only made up of 50 parcels – a small number considering the size of the maintenance area.

### **Revenue Sources**

Because of the uniqueness of the Stonebridge Landscape & Lighting District, the District receives funding from three different sources:

1. The Property Assessment of the 50 parcels in the District.
2. Funding from the Storm Drain Division within Wastewater Collection – for a portion of the maintenance of the Ponding Basin Park and Packwood Creek.
3. Funding from Waterways Impact Fees for the riparian setback along Packwood Creek.

### **Allocation of Expenses**

The expenses of the Stonebridge Landscape & Lighting District are allocated to the three sources based on the square footage of the improved areas and the benefit received. The expenses are allocated based on the following percentages:

1. 30% of the total expenses for the District are allocated to the 50 parcels in the District.
2. 43% of the total expenses for the District are allocated to the Storm Drain Division within Wastewater Collection.
3. 27% of the total expenses for the District are allocated to the Waterways Fund for the riparian setback.

### **Recommendations for the District**

To help maintain the level of maintenance within the District and to help eliminate the deficit cash balance in the District, City staff will be recommending the following to the City Council at the July 13, 2009 City Council meeting:

1. Certify the results of the election reported on at the June 1, 2009 City Council meeting and implement the proposed assessment increase and amendment to the District.
2. Continue the current allocation of expenses between the 50 parcels in the District, the Storm Drain Division within Wastewater Collection, and the Waterways Fund.
3. Transfer maintenance of the District from the Parks Department to one of the current Landscape & Lighting Maintenance Contractors. This will help to reduce costs within the District as Landscape & Lighting Maintenance Contractors can provide service at a lower cost than what the Parks Department can provide.

The July 13, 2009 City Council meeting will be held in the City Council Chambers at 707 West Acequia, Visalia CA, and is scheduled to begin at approximately 7:00 p.m.

If you have questions or concerns, please contact Jason Montgomery, Financial Analyst at 713-4425 or by email at [jmontgomery@ci.visalia.ca.us](mailto:jmontgomery@ci.visalia.ca.us)

Sincerely,

Jason Montgomery

Financial Analyst

## City of Visalia Agenda Item Transmittal

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 12

**Agenda Item Wording:** To review and consider the Citizens Advisory Committee recommendation regarding grants to nonprofits serving Visalia's youth.

**Deadline for Action:**

**Submitting Department:** Citizens Advisory Committee

**Contact Name and Phone Number:**

Dirk Holkeboer - CAC chair (802-1631)  
Chris Gomez – CAC non-profit subcommittee chair (625-9600)  
Eric Frost – Staff Liaison to CAC (713-4474)

**Recommendation:** The Citizens Advisory Committee recommends funding 9 of the 19 non-profit organization-applicants as outlined on Table 1 – 2009/2010 CAC Nonprofit Youth Services Grants Funding Recommendations. All of the applicants recommended meet the requirements that the funding be used in programs serving the youth of Visalia, as well as other criteria.

In addition to the program criteria for funding, applicants must have attended one of four grant-writing workshops led by CAC members. This requirement was adopted by Council at its meeting on December 15, 2009 following the recommendation of the CAC and was outlined in the current application. One applicant failed to attend any of the workshop sessions and, therefore, was not considered for funding.

The deadline for submitting the applications was June 12, 2009. At the Council meeting on June 15, 2009, a decision was made to add two additional criteria: Youth Services Grants for FY2010 would only be open to those organizations receiving funding in FY2009 and working on programs that serve at-risk youth to reduce gang activity.

As a result, the applications of four organizations were not considered because they had not been funded in FY2009. An additional five organizations that had received funding in FY2009 but whose programs were not focused on reducing gang activity were also not considered.

As a result, the CAC's funding recommendations for FY2010 was limited to nine organizations which were funded in FY2009 and whose programs were intended to serve at-risk youth to reduce gang activity. Each of these organizations received all or nearly all of the amounts requested in the applications.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.):\_10\_\_

**Review:**

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

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

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

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

Table 1 – CAC 2009/2010 Nonprofit Youth Services Grants Funding Recommendations

Agency	Visalia program name	attended mandatory workshop	Amount requested	Gang-related program	Recommended award
<b>Organizations With FY 2010 Applications for Gang-Intervention/Prevention Programs (funded in FY 2009)</b>					
American GI Forum	Northside Boxing Club	NO	\$9,000	yes	\$0
Assistance League Visalia	Operation School Bell	X	\$5,000	yes	\$5,000
Big Brothers/Sisters		X	\$10,000	yes	\$10,000
Boys & Girls Club	Gang Prevention Through Targeted Outreach	X	\$30,000	yes	\$30,000
Community Services & Employment Training	Freedom Writers Club	X	\$18,471	yes	\$18,330
Enchanted Playhouse	Arts for All	X	\$8,000	yes	\$8,000
Family Services of Tulare County	Children's Counseling Program	X	\$15,000	yes	\$15,000
Pro-Youth	HEART-PACT Project	X	\$32,000	yes	\$32,000
Sequoia Council, Boy Scouts of America	Words to live by	X	\$29,900	yes	\$29,000
Golden State YMCA	UCYC	X	\$20,000	yes	\$20,000
<b>Organizations With FY 2010 Applications for non-Gang-Intervention/Prevention Programs (funded in FY 2009)</b>					
Happy Trails Riding Academy		X	\$15,000	no	\$0
Imagine U Children's Museum	exhibit design	X	\$15,000	no	\$0
Imagine U Children's Museum		X	\$30,000	no	\$0
Tulare-Kings Chapter of the American Red Cross	Babysitter Training	X	\$3,200	no	\$0
Tulare-Kings Chapter of the American Red Cross	Youth Family First Aid	X	\$5,100	no	\$0
<b>Organizations With FY 2010 Applications (not funded in FY 2009)</b>					
Children's Health 7 Safety Services of Tulare County		X	\$7,000		\$0
Visalia Youth Softball Ass'n		X	\$10,000		\$0
Visalia PAL	Youth Library	X	\$5,000		\$0
Visalia PAL	Youth Leadership Training	X	\$24,000		\$0
TOTALS			\$291,671		\$167,330

Finally, on of the changes to the application approved by Council last December required applicants to make a statement that the funds received from the City will not be used for religious purposes and the program will be available to any person regardless of religion, race, ethnicity, or sexual orientation.

**Prior Council/Board Actions:**

- Approved policies for administering the funding of nonprofits, May 1, 2006.
- Approved the awarding of funds, May 19, 2008.
- Approved funding application process, December 15, 2008.

**Committee/Commission Review and Actions:**

The CAC recommended the above funding levels at its July 1, 2009 meeting.

**Alternatives:** Establish a Council subcommittee to work with the CAC to review the funding recommendation.

**Attachments:** None

<b>Recommended Motion (and Alternative Motions if expected):</b>
1) Move to approve the CAC's recommendation for funding nonprofits. <b>OR</b> 2) Move to establish a Council subcommittee to work with the CAC to review the funding recommendation.

<b><i>Environmental Assessment Status</i></b>
<b>CEQA Review:</b>
<b>NEPA Review:</b>

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

Copies of this report have been provided to:



# City of Visalia Agenda Item Transmittal

**Meeting Date:** July 13, 2009

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

**Agenda Item Wording:** Proposed budget actions

**Deadline for Action:**

**Submitting Department:** Administrative Services

**Contact Name and Phone Number:** Eric Frost, x4474  
Renee Nagel, x4375

**Department Recommendation:** That the City Council:

- 1) Accept the budget update report
- 2) Review and acknowledge the actions proposed by management to deal with a \$3 million budget reduction problem. For two units, the reductions will need to be finalized in the future. The reduction plan status is as follows:
  - a) All City departments except as for those listed below (\$1.3 million)
  - b) Police (\$1.5 million)
  - c) Community Development, Public Works Streets and Traffic Safety (\$200,000)
- 3) Authorize a health benefits severance for laid off workers of 1 month's health insurance coverage for each year worked up to 6 months or until reemployment, whichever comes first.
- 4) Authorize an early retirement incentive for Police Classifications employees of Sergeant and above as described in the staff report.
- 5) Provide additional direction as appropriate.

**Background and summary:** On June 15, 2009, the City Council received a staff report recommending significant reductions in General Fund costs to deal with the unprecedented challenges facing Visalia. Since the Council's budget directions given at that meeting, staff has developed plans to reduce costs. The purpose of this memo is to outline those proposals and to receive Council direction.

To put these actions in context, it is helpful to review the City's current situation. The City faces challenges that have not been seen in the work lifetime of its present employees, namely:

**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  
 Hearing

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

**Review:**

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

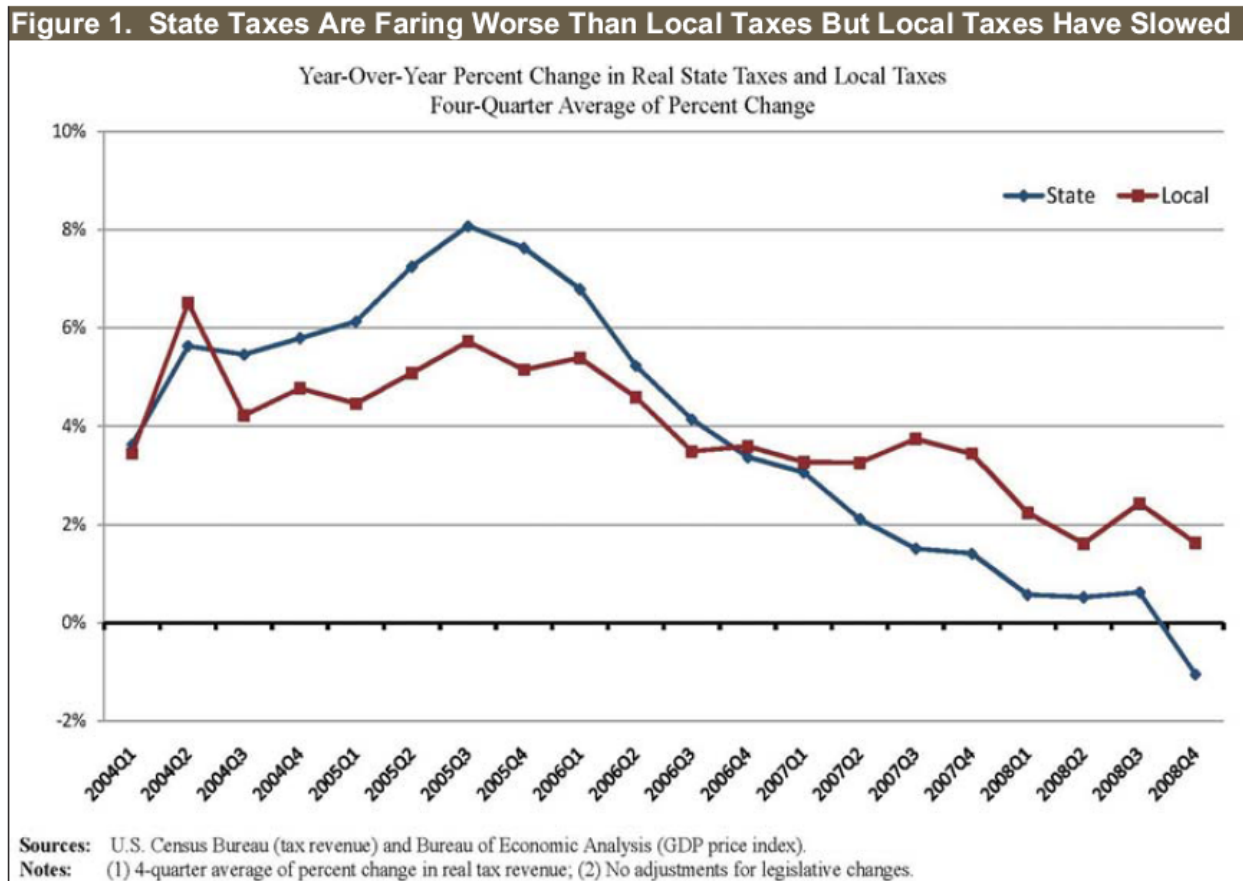
**Finance** \_\_\_\_\_  
**City Atty** \_\_\_\_\_  
(Initials & date required or N/A)

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

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

- The County Assessor has stated that he expects to present a negative property tax roll to the Board of Supervisors. This has not happened, at least since Proposition 13 passed in 1978. A reduction in property taxes may have happened prior to 1978, but such actions were a conscious action of the various governing boards that had to decide to reduce property taxes. This time, property taxes are being reduced because property values have fallen dramatically over several years.
- Sales Tax in Visalia has declined from a high of \$23.7 million in 2006/07 to a projected \$19.4 million in 2009/10, an unprecedented and sustained decline in the number one revenue source for the City.
- Building permits, a sign of economic health, will produce about 400 new single family dwellings. The City has not had so few building permits since 1997, when the City was  $\frac{3}{4}$  of its present size and produced 433 new single family dwellings that year.

The economic problem is much bigger than Visalia and is actually a national trend. The April issue of the Nelson A. Rockefeller Institute of Government reported that the 4<sup>th</sup> quarter of 2008 decline in sales tax nationally was the largest in 50 years. It went on to show that the loss in income, sales tax, and property taxes have actually hurt State governments more than local governments, as shown in Figure 1, State Taxes are Faring Worse Than Local Taxes.



The chart shows that the real growth in tax revenues peaked in 2005 and has declined ever since with State government revenue growth rate declining faster than local government growth rates. In California, this problem has been evidenced with the California's \$26 billion deficit.

Just a few years ago, the State's budget was over \$100 billion. This represents a 25% decline. Such a large deficit casts a cloud over all governments as the State grapples with a looming deficit and no easy fixes. Local governments are concerned because revenues which were considered safe, such as local Gas Tax revenues Visalia uses for street repair, may now be diverted to pay for State transportation bond debt. Such changes once considered reliable revenue sources now change the dynamics of local government finance.

As a result, management has recommended to Council that substantial changes be made to the City's budget, particularly in the General Fund. Fortunately, the City has taken steps over the last two years to begin to solve this budget shortfall. Over 25 vacancies, lower fuel costs, Recreation's reworking of their senior meals, brochures and volunteer program, reduced late night hours at the Police Station, and prompt closing of the development permit desk are expected to save the City substantial monies in FY 09/10. However, management believes that local revenues have reset at a much lower level than in the past. As a result, the City must reduce its ongoing expenses or face a prolonged period of unsustainable budget deficits. For a short period, these deficits could be funded from reserves. However, reserves will run out and the City will need to reduce costs anyway without the benefit of these reserves.

Modeling the City's long-term General Fund revenue growth against the City's long-term operating expenditures, Table 1, Long-term General Fund Forecast, shows that without fundamental change, the City's financial structure is unsustainable. The City has reserves which will continue to allow Visalia to overcome its deficit for a couple of years. However, the City will face a lower revenue structure and must adjust accordingly.

#### Key Points in Table 1:

- Assumes Revenue Growth @ 3% and increasing in the future
- Assumes Expenditure Growth @ 2% and increasing in the future
- Future Annual deficits paid for from reserves
- Factors in known increase in CalPERS Costs over 4 years to a General Fund share of \$2.0 million of the expected \$2.5 million cost increase
- Estimated General Fund capital spending at 1/3 of 20 year average, \$1 million
- Makes available Emergency Reserve and Undesignated Fund Balance
- Assume State property tax borrowing of \$2, returns in third year, FY 12/13
- Assume discontinuing the Teeter Plan by County
- Assume ongoing State take-aways of \$500,000 a year

Table 1  
Long-term General Fund Forecast

General Fund Budget - Forecast  
All Amounts in Millions

	<i>Projected</i> <i>08/09</i>	<i>Revised</i> <i>Budget</i> <i>09/10</i>		<i>Forecast</i> <i>10/11</i>		<i>Forecast</i> <i>11/12</i>		<i>Forecast</i> <i>12/13</i>		<i>Forecast</i> <i>13/14</i>
Revenues	\$ 53.2	\$ 50.6	3%	\$ 52.1	3%	\$ 53.7	3%	\$ 55.3	4%	\$ 57.5
Operating Expenditures	(50.8)	(54.6)		(52.8)		(52.7)		(53.7)		(55.3)
Add: Previous Ongoing Savings	0.0	2.8		1.2		0.0		0.0		0.0
Net Operating Expenditures	(50.8)	(51.8)	2%	(51.6)	2%	(52.7)	2%	(53.7)	3%	(55.3)
Less: Transfers (Convention Ctr)	(3.2)	(3.3)		(3.3)		(3.3)		(3.3)		(3.3)
Increase PERS Costs	0.0	(0.6)		(1.2)		(1.8)		(2.0)		(2.0)
Capital Net	(1.2)	(0.6)		(0.7)		(0.8)		(0.9)		(1.0)
Surplus/(Shortfall)	<u>\$ (2.0)</u>	<u>\$ (5.7)</u>		<u>\$ (4.7)</u>		<u>\$ (4.9)</u>		<u>\$ (4.6)</u>		<u>\$ (4.1)</u>
<b>Operational Reserves as of 6/30/08</b>										
Emergency Reserve	14.2									
Undesignate Fund Balance	<u>4.0</u>									
Beginning Operational Reserves	18.2	16.2		9.2		4.0		(1.4)		(4.5)
Less: Current Year Use	(2.0)	(3.0)		(4.7)		(4.9)		(4.6)		(4.1)
End of Teeter Plan		(1.5)								
State Loans/Takeaways		<u>(2.5)</u>		<u>(0.5)</u>		<u>(0.5)</u>		<u>1.5</u>		<u>(0.5)</u>
Ending Operational Reserves	16.2	9.2		4.0		(1.4)		(4.5)		(9.2)

Use of Reserves, FY 08/09 to FY 12/13 - \$27.4 million

To resolve the City's General Fund budget problem, staff recommended on June 15 a new approach which is sustainable over the long run, a program designed to move the City from using one time reserves to living within its General Fund means. Management recommended the following except it also included an early retirement program. Council declined offering an early retirement program and directed staff to explore other reductions up to and including furloughs and layoffs instead. As a result, the following program direction was given by Council:

- **Authorized the use of up to \$5.5 million of General Fund reserves** in FY 2009/10 while the City restructures its operations.

Potential Reserve Use in 2009/10

	Amount
Use of Reserves for Operations (Council authorized 4/6/09)	\$1,000,000
Budget Solutions to be identified (Council authorized 5/18/09)	1,560,000
Reorganizations/Retirements	450,000
Potential State Property Tax Loan	2,000,000
Probable State Revenue Take-aways	<u>500,000</u>
Total	<u>\$5,510,000</u>

The top three items become a \$3 million, ongoing General Fund savings goal

Hopefully, all these reserves will not be needed as the City takes steps to reduce the drain upon the City's General Fund reserves. This is a worst case scenario.

- **Implement a General Fund cost reduction program** designed to decrease ongoing costs by \$3 million by reorganizing to save money, implementing 1) furloughs, 2) targeted layoffs, and 3) other departmental savings efforts as identified by departments to reduce the General Fund's ongoing costs by \$3 million a year, although more savings would also be helpful.
- **Adopted and Authorized the City Manager to finalize the City's layoff policy.**
- Because the potential is that the General Fund will reduce costs to such a point that it will no longer meet its Measure T Maintenance of Effort (MOE) Requirement, the City Council **declared a fiscal emergency by a 4/5ths vote due to the General Fund's multi-year deficit for both FY 2009/10 and 2010/11.**
- **Continued to seek the savings outlined in Table 2, Budget Solutions – in Millions** for FY 09/10. The table shows that \$4 million of the budget solutions produce ongoing savings. Most of the savings are due to the layoff/reorganization efforts to be carried out. At the May 18, 2009 meeting, only \$1.2 million of the options were ongoing budget solutions.

Table 2

<b>Budget Solutions - In Millions</b>	<b>Council Action</b>	<b>On-going</b>	<b>One-time</b>
<b>Council Authorized Items as of May 18, 2009 being implemented</b>	2.14	0.44	1.70
<b>Recommendations approved as of 6/15/09</b>			
Rework Major Contracts	0.30	0.30	
Program Changes	0.20	0.20	
Reduced Tree Trimming Contract	0.03	0.03	
Targeted layoffs, reorganizations, furloughs and other measures	3.00	3.00	
Recommendations as of 6/15/09	3.53	3.53	0.00
<b>Total</b>	<b>5.67</b>	<b>3.97</b>	<b>1.70</b>

**Much has already been achieved.** The City's General Fund deficit is approximately \$5.67 million. This report is working on the \$3 million in various reductions methods. However, \$2.67 million appears to be within reach. The most recent accomplishment is that Risk Management has reevaluated property insurance and found ways to reduce cost by \$94,000. In addition, the City participates in a joint health insurance pool. Because of past work, there will not be a health insurance increase for Calendar Year 2010, assuring that the City will meet its \$500,000 budget target in reworking major contracts and program changes.

**Remaining Challenge: \$3 million in Proposed Solutions**

The Council directed City Management to develop \$3 million in ongoing General Fund budgetary savings, using at least some furloughs for all City personnel as appropriate. To meet that objective, management developed a target savings objective based upon each department's reliance on General Fund Tax revenues. In other words, departmental revenues were deducted from each department's expenditures, leaving a net General Fund expenditure amount, as shown in Table 3, General Fund Savings Target. The \$3 million was then allocated among the various departments on a proportional basis.

Table 3  
General Fund Savings Target

<b>GENERAL FUND - #0011 ONLY</b>						
<b>For The Year Ended June 30, 2008</b>						
	<b>EXPENSES</b>	<b>REVENUES</b>		<b>NET</b>		
		Charges for Services	Grants & Contributions	Expenses & Revenues <b>Without Capital Costs</b>		<b>NET Reduction</b>
Administration	\$ 4,064,339	\$ (3,254,993)	\$ -	\$ 809,346	2%	\$ 55,000
Admin. Services	3,331,267	(2,869,753)		461,514	1%	31,000
Community Development	3,587,261	(2,682,312)		904,949	2%	61,000
Community Development - Eng	5,351,863	(3,271,026)		2,080,837	5%	140,000
Housing & Economic Development	995,137	(428,912)		566,225	1%	38,000
Police	24,648,776	(1,794,758)	(1,022,104)	21,831,914	52%	1,471,000
Fire	10,946,009	(461,656)	(84,309)	10,400,044	25%	701,000
Public Works - Excluding Streets	1,042,918	(591,807)		451,111	1%	30,000
Public Works - Streets Only	1,810,619	(1,722,763)		87,856	0%	6,000
Parks & Recreation	5,696,479	(2,595,560)	(43,107)	3,057,812	7%	206,000
	\$ 61,474,668	\$ (19,673,540)	\$ (1,149,520)	\$ 40,651,608	96%	\$ 2,739,000
<i>Business-Type Activities</i>						
Convention Center	5,006,412	(3,313,730)		1,692,682	4%	114,600
Internal Service Fund Savings						146,400
	\$ 66,481,080	\$ (22,987,270)	\$ (1,149,520)	\$ 42,344,290	100%	\$ 3,000,000

The chart shows the budget savings target for each department. For example, Administration's target was \$55,000 because the net General Fund support for Administration is \$809,000 or 2% of the tax supported services in the General Fund.

Departments have worked over the last month to come up with plans to reduce costs, divided into ongoing and one-time cost savings. Table 4, Recommended Savings Approach, summarizes the plan developed by Departments. The savings can be divided into the following categories:

Ongoing

Operational – budget impacts which reduce line item budgets, sometimes requiring a substantial change in services.

Retirements/Vacancies – savings achieved due to not filling vacancies caused by retirements or voluntary separation.

Layoffs – reduction in force measures in order to achieve budget savings.

One-time

Operations – line-item reductions expected to occur only in next fiscal year.

Furloughs – Personnel reductions expected to save money only for one fiscal year. These savings are typically 3 work periods whether the shift is 8, 10 or 12 hours.

The current plan provides almost \$2.2 million in ongoing savings, although short of the \$3 million goal. Several departments are only partially presented and will require additional work, namely: Community Development, Housing and Economic Development and Public Works – Streets will be brought back separately due to unique issues. Police needs to work through a process to meet their savings target. If Police achieves their savings target through the proposal presented, no further action will be required. Community Development/Public Works/Economic Development need to evaluate appropriate actions as the State budget is completed and the effects of the economy are evaluated on their revenues.

Table 4  
Recommended Savings Approach

General Fund Department	Net Reduction Target	On Going Savings			1 Time Savings		Comment
		Operations	Retirements /Vacancies	Layoffs	Operations	Furlough	
Administration*	55,000	70,000			52,500	2,010	
Admin. Services	31,000	42,080				13,890	
Community Development	201,000	56,090	296,650			35,100	These three departments to be presented later due to unique issues
Housing & Economic Development	38,000		10,000			2,700	
Police	1,471,000	225,280	242,000			131,100	
Fire	701,000	236,000		400,750	25,000	78,690	2 Officers to Measure T 2 Layoff
Public Works - Admin	30,000					1,050	This division also
Public Works - Streets	6,000		120,000				
Parks & Recreation*	206,000	71,000	100,000	30,000		24,930	2 FTE filled with Hrlys, 1 Layoff
<b>General Fund Total Reduction</b>	<b>2,739,000</b>	<b>700,450</b>	<b>768,650</b>	<b>430,750</b>	<b>77,500</b>	<b>289,470</b>	
<b>Business-Type Activities</b>							
Convention Center	114,600	45,000		100,000		15,360	2 FTE Layoff
<b>Savings Achieved From Internal Services</b>	<b>146,400</b>		146,400				
<b>Total Savings To General Fund</b>	<b>3,000,000</b>	<b>745,450</b>	<b>915,050</b>	<b>530,750</b>	<b>77,500</b>	<b>304,830</b>	
		<b>Ongoing Savings</b>		<b>\$ 2,191,250</b>	<b>One-time</b>	<b>\$ 382,330</b>	

### Service Level Impacts

Most of the proposed changes will not have significant service level impacts. However, the most significant issues from the table above are:

#### Administration

- **Reduction in Sister City monies by \$7,500.** The City has budgeted \$7,500 for the Sister City. This program would be suspended for at least one year.
- **One year suspension of Citizens in the Know, \$5,000.** Although this program is successful in reaching out to Visalia's citizens, staff recommends suspending the program for this next fiscal year.

Park and Recreation

- **Eliminate Saturday Service on the loop bus and reduce weekday service by 1 hour saving \$23,000.** The loop bus takes youth to the various youth centers in the City. However, these centers have closed their Saturday service, making the loop ineffective on Saturdays. For weekdays, the final hour of service has very few passengers, suggesting potential savings by reducing the hours of service by 1 hour.
- **Reduce hours at the Manuel Hernandez Center, saving \$25,000 annually.** Saturday is a very slow day at the Manuel Hernandez Center. Since other centers have closed their drop-in programs, management recommends closing this center on Saturdays. Also, management recommends reducing the work day throughout the course of the year during weekdays. The hours vary during the summer months, but on average, the center will be open two less hours per weekday. This action will be accomplished by a reduction in hourly staff hours.
- **Eliminate the summer lunch program, \$3,000.** This program is provided by Food Link and is a duplicate service. The City will simply discontinue this program and refer people to Food Link.

Layoffs

The proposed lay-offs are difficult because the actions will save money but individuals will lose their jobs. **From prior actions, two part-time cooks are scheduled to be laid off from the Sr. Center as of August 21, 2009.** This is a last resort option. Because this impact is dramatic, management has tried to reduce to a minimum these layoffs. However, staff in the end recommends the following layoffs as shown in Table 5, Potential Layoffs. The new layoffs will be effective on September 4, 2009 unless otherwise authorized by the City Manager.

Table 5  
Potential Layoffs

Potential Layoffs		
# of Pos	Job Title	Dept
2	Fire Battalion Chief	Fire
1	Graphic Artist (3/4 Time)	Rec
2	Conv Center Crew Worker	Conv Cnter

Fire Layoffs



The proposed Fire lay-offs will reduce the City's 5 Battalion Chiefs to 3 and change the staffing from 3 battalion chiefs on shift work to no battalion chiefs on shift schedule. The change will move the City back to a prior approach when the Chief and Battalion Chiefs worked a 40 hour week and responding to major fires. Captains will handle the initial response coordination until a chief arrives.

Recreation Layoffs

The need for a graphic artist has changed over time. Today, much of this work can be contracted out. As a result, management recommends eliminating this ¾ time position.

Convention Center Layoffs

The proposed Convention Center layoffs reflect an ability to operate with fewer crew leaders.

The City will work with affected positions to provide whatever bumping rights the employee has. Several entry level positions are open in non-General Fund Departments as shown in Table 6, Open City Positions. To the extent employees wish to compete for these positions, they will be given an opportunity to do so. Further, management would propose that separated employees would be eligible for continued health insurance for each year worked up to 6 months or until reemployed. This severance benefit is what the City has paid in the past. As a result, each layoff will be handled individually to reduce impacts as best the City can.

Table 6  
Open City Positions

Potentially Available Positions for Laid Off Staff		
# of Pos	Job Title	Dept
1	Vehicle Abatement Technician	Code Enf
1	WWTP Maint. Mechanic Assistant	WWTP
1	SW Equipment Service Wkr	SW
1	Office Assistant - Transit Dispatcher	Transit

The actions of operational reductions, maintaining vacancies and layoffs promise ongoing savings. However, to meet the savings target, some furloughs are recommended as well as one-time reductions. The problem with using one-time reductions is that If the City's fiscal position is not better next year additional savings will need to be achieved.

***Furloughs. Except for employees that have not received a pay increase this fiscal year, the minimum furlough proposed for all employees, not just General Fund employees, is three work shifts or days.*** Work shifts or days are 8, 10 or 12 hours, depending upon each persons schedule. Reason a work period was chosen was that to have an individual off a partial work period is not productive and makes a disruptive furlough even more disruptive.

Table 7, proposed furlough amounts, shows the value of the proposed furlough program. Note that the Convention Center has 5 work periods in an effort to save additional money. Also, this level of proposed furloughs will not close any Fire Stations and will provide only a modest level of disruption for Police and Fire services.

Management recommends implementing at least 3 work periods of furloughs next year, about 1.6% of pay. Shift departments would implement the furloughs on a rotating basis. Fixed schedule departments would propose to close on low productivity days: the day before the Thanksgiving, Christmas Eve and New Year's Eve.

Table 7  
Proposed Furlough Amounts

	Fund	Furlough Days	Savings Per Day	Total Savings
<b>Administration</b>				
General Govt	GF	3	\$ 160	\$ 480
Natural Resource Conser	GF	3	\$ 510	\$ 1,530
Airport	Ent	3	\$ 1,270	\$ 3,810
Convention Center **	Ent	5	\$ 5,120	\$ 25,600
Transit	Ent	3	\$ 1,190	\$ 3,570
<b>Administrative Services</b>				
Admin (Finance,HR)	GF	3	\$ 4,630	\$ 13,890
Risk	Int Serv	3	\$ 800	\$ 2,400
MIS	Int Serv	3	\$ 2,890	\$ 8,670
<b>Community Development</b>				
Admin, Planning	GF	3	\$ 3,650	\$ 10,950
Engineering	GF	3	\$ 6,330	\$ 18,990
Blding Safety	Ent	3	\$ 4,410	\$ 13,230
GIS	Int Serv	3	\$ 450	\$ 1,350
<b>Economic Housing &amp; Development</b>				
Code Enforcement	GF	3	\$ 900	\$ 2,700
RDA	Redev	3	\$ 1,250	\$ 3,750
<b>Fire</b>				
Admin	GF	3	\$ 420	\$ 1,260
Fire Stations *	GF	1.5	\$ 51,620	\$ 77,430
<b>Police</b>				
<b>Public Works</b>				
Admin	GF	3	\$ 350	\$ 1,050
Streets	GF	3	\$ 2,150	\$ 6,450
Traffic Safety	GF	3	\$ 1,720	\$ 5,160
Solid Waste	Ent	3	\$ 11,750	\$ 35,250
WWTP & Storm	Ent	3	\$ 7,520	\$ 22,560
Fleet	Int Serv	3	\$ 630	\$ 1,890
<b>Recreation</b>				
Recreation	GF	3	\$ 3,380	\$ 10,140
Parks, Blgs, Urban Forestry	GF	3	\$ 4,930	\$ 14,790
			\$ 161,730	\$ 418,000
* 1.5shift = 3 (8hr) furlough days				
** Convention Center has a need to reduce costs in order to keep rates low				

**Summary of Proposed Budget Solutions:**

The budget savings plan could be summarized as follows:

1) **Excluding employees not receiving a wage increase this year, all other City employees will be furloughed at least 3 work periods** including enterprise divisions. Work periods may be 8, 10 or 12 hours depending upon work schedules. This furlough will apply to all employees regardless of funding source. For individuals working a 40 hour work week, the furloughs would be on the day before the Thanksgiving Holiday, Christmas Eve and New Year's Eve. City offices would be closed on these days. Individuals not receiving a wage increase this year would have that as a paid day off. Individuals on alternate schedules would take their furloughs on a rotating basis.

2) **Departments will implement additional cost savings measures to meet the savings target** via operational adjustments, layoffs, some one-time savings or additional furloughs above the three work period minimum.

3) **Community Development and related services would be brought back to Council** for additional review due to unique State budget affects.

4) **Police department would conduct a very limited early retirement incentive** in an effort to avoid police officer layoffs. After the early retirement program is completed, the department would implement additional measure to at least meet and perhaps exceed their budget savings approach. This department would only be brought back if their savings target is not achieved. They are currently at \$0.5 million in ongoing savings with a target of \$1.5 million.

**Police Department Savings Approach.** Police has the largest budget savings target, \$1.5 million. After considering traditional approaches, management recommends a process that will lead to Police reaching its budget savings target.

The City is faced with two difficult choices, namely: 1) proceeding with police officer layoffs because the Police Department must reduce staffing levels to meet its savings target; or, 2) consolidating police management in order to preserve front line police personnel.

Management considered an early retirement incentive for Police and Fire; however, none of the potentially affected Fire employees are currently eligible for retirement. Therefore the incentive did not make sense.

**Management recommends providing a very limited early retirement incentive only for the classifications of Sergeant and above** who are PERS retirement eligible in order to reduce police management and preserve police officer positions. The incentive would be:

- For sworn, Sergeant or above, a \$30,000 incentive.
- Any retiring employee would be eligible to roll their incentive payment:
  - Into their deferred compensation accounts in amounts allowed by law (\$23,000 a year); or,
  - Into a PARS (Public Agency Retirement Systems) annuity contract less the PARS administrative fee of 5%. This will allow an employee to enhance their retirement with monies that would otherwise be paid to the employee on a taxed basis.

- Any retiring employee may also designate that up to \$23,000 of their leave accruals be paid into deferred comp accounts. By combining their PARS account with a full 457 Deferred Comp account, \$53,000 to \$33,000 could be sheltered from taxation.
- To qualify for the incentive, individual must:
  - Be 50 years old and have 5 years of CalPERS service;
  - File a notice with the City of their intent to retire by August 10, 2009;
  - Retire by September 4, 2009 unless the City Manager asks the individual to continue their employment for up to 4 months to allow for an orderly transition.

The rationale for limiting the early retirement incentive program to the higher Police management ranks is that management believes that fewer management personnel can operate the department without unusual service impacts. A relatively few employees are expected to take advantage of this program, perhaps 5. These positions would not be refilled. Therefore, significant long-term savings could be achieved. Further, police management classifications are not currently slated for a salary increase.

This early retirement incentive action will reduce the available Police staffing. However, the department has only two sworn officer vacancies at the moment compared to 13 a couple of years ago. As a result, even with the expected force reductions, the department will have more actual bodies working than in the past.

After the early retirement program is completed, management would return to Council to complete the savings program, achieving and perhaps exceeding the desired budget savings target.

Community Development and related divisions. As the City departments have worked on ways to reduce budgets and the State budget has continued its tortuous process, it has become clear to staff that the ***Community Development, Housing and Economic Development departments and some associated divisions in Public Works have unique problems that will need to be addressed separately from this memo.*** Although they have met their budget savings target, the State actions may require further reductions up to and including lay offs because:

- ***The State has proposed taking away all of the City's Gas Tax monies***, about \$2 million a year. These monies have funded the bulk of the City's street maintenance efforts. If these monies are taken away, the City will need to readjust its programs, redirecting some other monies towards smaller street maintenance program and probably reduce monies spent on capital projects. Thus, Street Maintenance, Traffic Safety and Engineering's Capital Project costs will need to be evaluated.
- Over the last several years, various ***impact fee revenues have declined substantially.*** This change in revenues means that fewer capital projects can be undertaken. The City needs to evaluate how to adjust to this lower revenue level.
- Building Safety was processing nearly 1500 building permits a year and had a peak staff of over 20 individuals in FY 2005/06. That staffing stands at 9.5 personnel today. However, permits are running closer to 400 per year. The costs born by this division need to be adjusted to a sustainable level, particularly as allocated to this division.

- One **State budget proposal recommends taking substantial monies from Redevelopment**. To extent monies are taken from this program, the City will again need to revise its structure.

These several factors have led staff to recommend bring back these divisions separately to Council for further consideration.

#### Summary

The City has started out the FY 2009/10 budget year with a \$5.7 million deficit. The City has achieved \$2.7 in budgetary solutions which includes some use of the City's reserves. On June 15, 2009, the Council directed staff to find \$3 million in ongoing, General Fund savings. So far, the departments have found \$2.2 million in ongoing savings with several departments still needing to complete their savings plan. A very limited Police Management early incentive program is recommended. After completing that program, the City would finalize its money savings plan with Police. If the department meets its savings target, no further actions would be needed. Community Development, Housing and Economic Development and some related Public Works divisions have met their savings target. However, the State proposes to take away substantial monies from the City. Some of the items being discussed at the State level will dramatically affect street maintenance and Redevelopment. As a result, staff will return with additional recommendations for those departments as the final State budget is completed.

What lies ahead of the City is not what existed in the past. To meet the new challenges, the City must change. Past methods need to change to meet the new challenge. The proposed direction alters the City's course with an eye to sustainable government.

**Prior Council/Board Actions:** Council Actions and Hearings on April 6, May 18 and June 15, 2009

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

#### **Alternatives:**

**Attachments:** Appendix 1: Sales Tax  
Appendix 2: City Employees

**Recommended Motion (and Alternative Motions if expected):** I move that the City Council:

- 1) Accept the budget update report
- 2) Acknowledge the actions proposed by management to deal with a \$3 million budget reduction problem. For two units, the reductions will need to be finalized in the future. The reduction plan status is as follows:
  - a) All City departments except as for those listed below (\$1.3 million)
  - b) Police (\$1.5 million)
  - c) Community Development, Public Works Streets and Traffic Safety (\$200,000)

- 3) Authorize a health benefits severance for laid off workers of 1 month's health insurance coverage for each year worked up to 6 months or until reemployment, whichever comes first.
- 4) Authorize an early retirement incentive for Police Classifications employees of Sergeant and above as described in the staff report.
- 5) Provide additional direction as appropriate.

***Environmental Assessment Status***

**CEQA Review:**

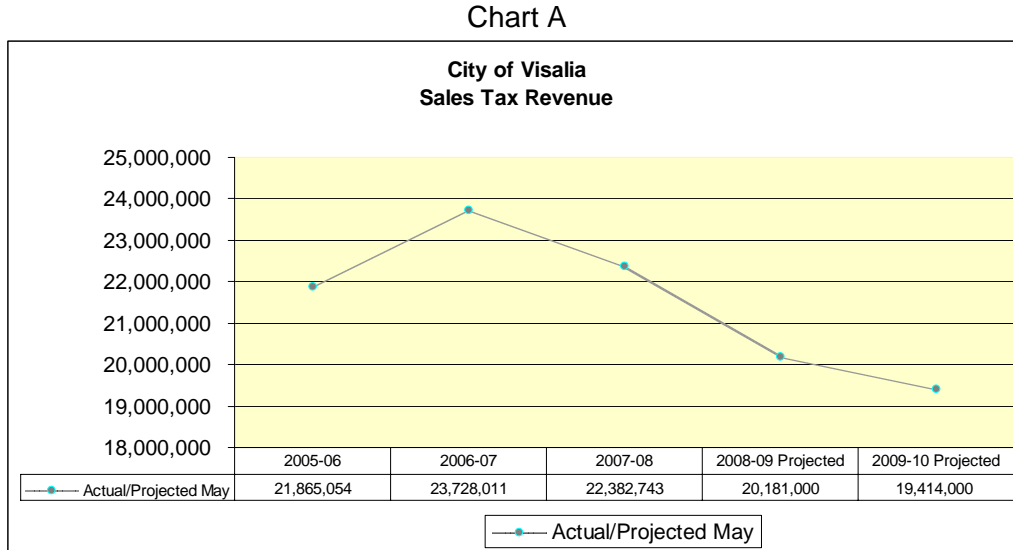
**NEPA Review:**

**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)*

Appendix # 1

Sales Tax, 1/3 of the City's General Fund Revenues

For years, the City's revenue base has been increasing, sometimes quickly and sometimes slowly, but increasing. For the last two years sales tax, which makes up over a third of the City's General Fund revenues, has decreased. The forecast is that sales tax will decrease again next year as shown in Chart A, Sales Tax Revenue. The 2009/10 projected revenue is over 20% or \$4.3 million less than in 2006/07.



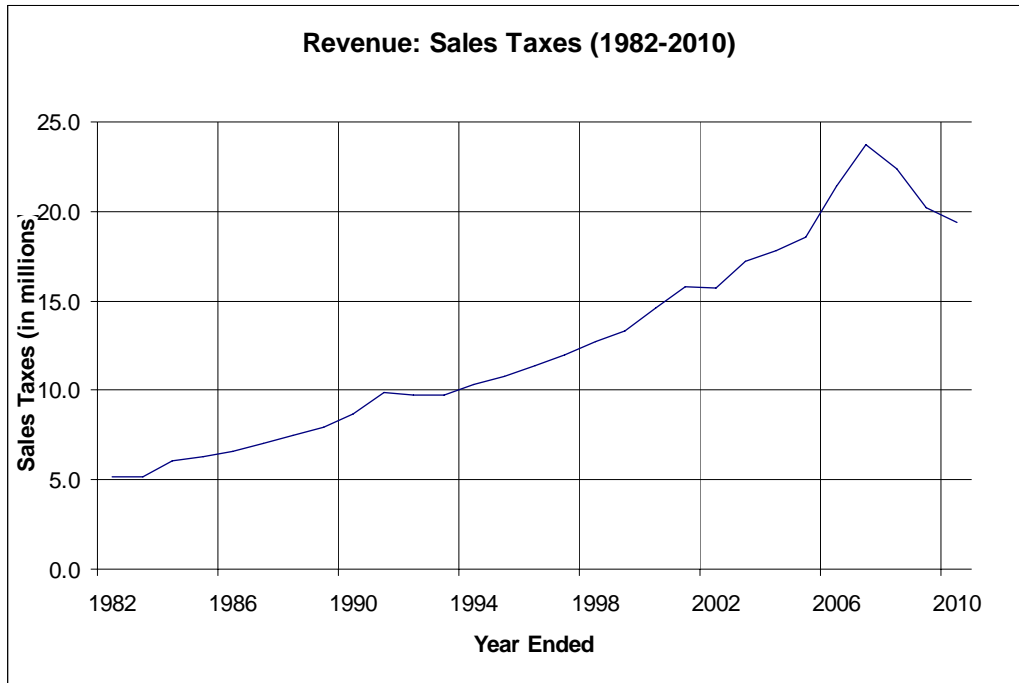
Starting in Fiscal Year 2006/07, the City's sales tax peaked. Starting at a high of \$23.7 million, sales tax has declined to a projected \$19.4 million in FY 2009/10, a \$4.3 million swing.

To put this fact into perspective, Finance reviewed Sales Tax receipts back to 1982/83. There is no comparable decline. The worst decline occurred in the early 1990s when sales tax essentially remained constant for three years as shown in Chart B, Historical Sales Tax.

One further thought about sales tax. When sales tax finally recovers and starts to grow, the City may experience a historical growth rate of 6%. At that rate, it will take 3 to 4 years for sales tax to recover to its peak if FY 09/10 is the bottom of the decline.

In the end, the governmental infrastructure that was supported by the revenues in 2006/07 can not be supported today given the City's revenues.

Chart B  
Historical Sales Tax



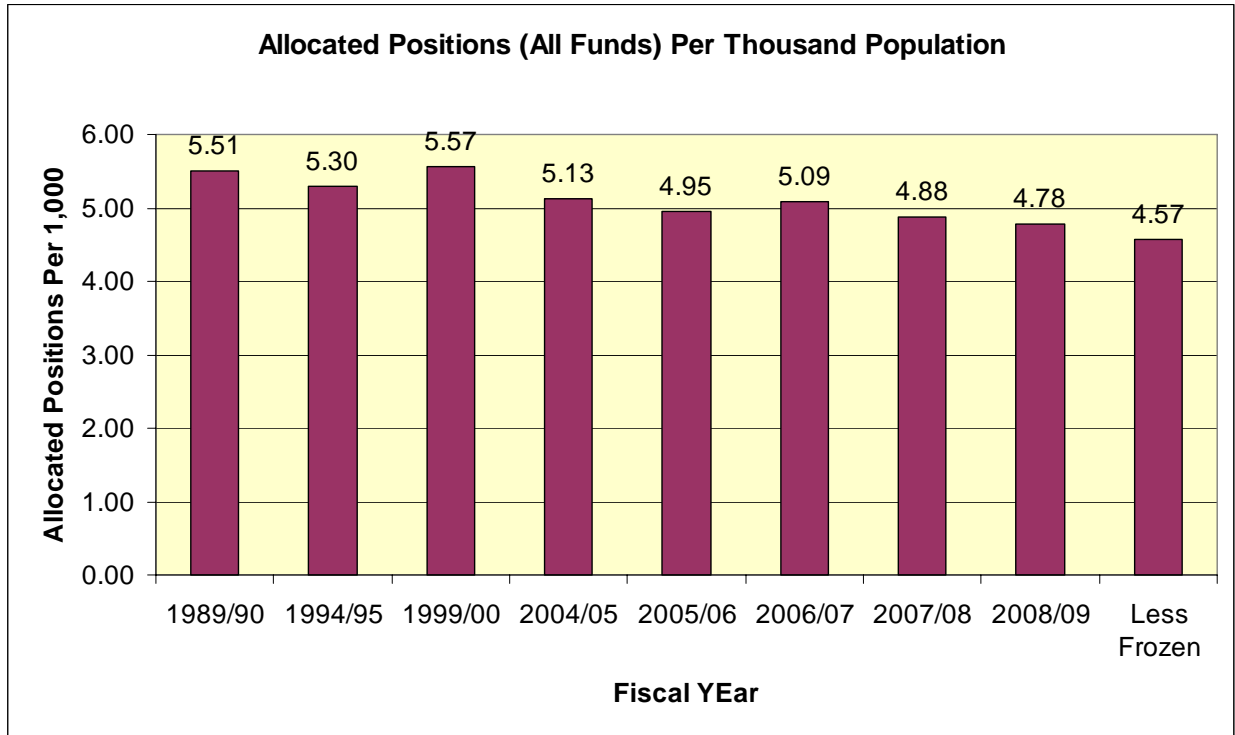


Appendix #2

City Employees

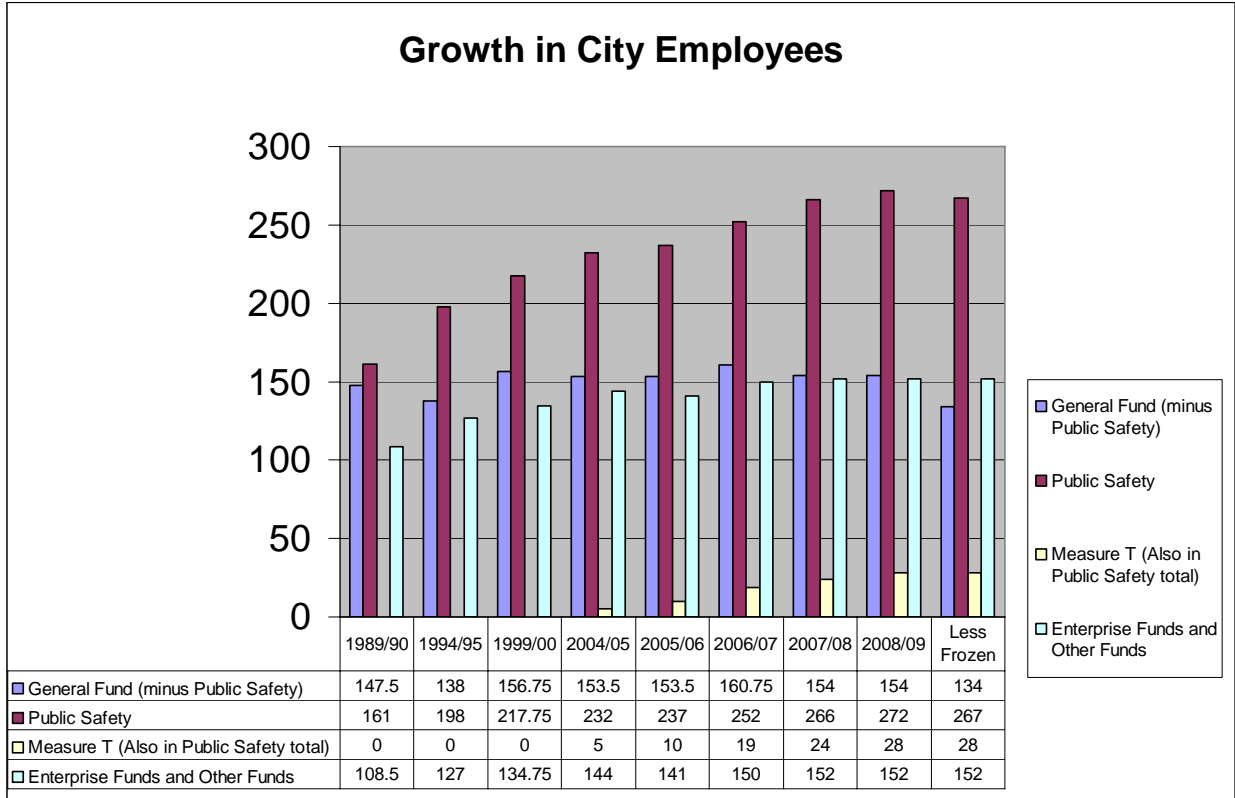
The single largest cost item in the General Fund is employees. To consider what the City can do to control employee costs, consider Chart C, Allocated Positions per Thousand Population.

Chart C



Over time, the City's employees per 1000 has decreased from a high of 5.57 in 2000 to 4.78 per thousand today, a 16% decline in less than 10 years. If the additional 25 frozen positions were considered, the employees per thousand would drop an addition .21. Review, now, what growth, if any has occurred by reviewing Chart D, Growth in City Employees.

Chart D



**Key Points**

- General Fund, non-Public Safety employee types have dropped from 147.5 to 134 after removing frozen positions during the past 20 years.
- Public Safety Growth has been helped by Measure T; however, of the 111 new Public Safety Positions added since 1990, only 28 have been funded by Measure T.
- After accounting for frozen positions, Non-sworn, General Fund positions are less than 20 years ago. The frozen positions for FY 2008/09 have been removed from this chart in the last column. Most of the frozen positions come from the Non-Public Safety General Fund totals.

The impression from these two graphs is that the City has controlled employee growth and Council has strategically added positions to Public Safety.

# City of Visalia Agenda Item Transmittal

**Meeting Date:** July 13, 2009

**Agenda Item Number (Assigned by City Clerk):** 14

**Agenda Item Wording:** Presentation and approval of the revised Sequoia Shuttle Visitor Center Design, and authorization to enter into a contract with Taylor Teter for working drawings.

**Deadline for Action:** N/A

**Submitting Department:**

**Contact Name and Phone Number:** Leslie Caviglia, 713-4317, Monty Cox, 713-4591, Wally Roeben, 713-4004

### Department Recommendation

It is recommended that the City Council review and approve the revised design for the Sequoia Shuttle Visitor Center. The next step is to authorize staff to enter into a contract with Taylor Teter to develop working drawings. Funding for this architectural work has been set aside in the transit fund from the state Local Transportation Funding.

### Department Discussion

In November, the Visalia City Council authorized staff to enter into a contract with TaylorTeter to design a Sequoia Shuttle Visitors Center adjacent to the Convention Center. The initial design concept and floor plan was completed, presented to Council in April, and approved. However, upon further reflection on some of the Council comments at the time of approval, staff felt that the design could benefit from additional Council input. A subcommittee was formed of Vice Mayor Link and Councilmember Collins. They worked with staff and the architect to revise the design to incorporate a more National Park feel, and to highlight the granite wall and make it a significant focal point. The revised preliminary designs are attached, and a presentation will be given by the architect during the work session to further describe how this design will be incorporated into the current convention center, the existing plaza, and the materials to be used. There are four distinct focal points to the design of the proposed 7,000 sq. ft. building: Display space, office space, external design and Plaza redesign.

If the Council concurs with this revised plan, the next step is to complete the working drawings. The funding for design was already authorized by Council in November, 2008, and has been set aside in the Transit Fund.

### For action by:

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

### For placement on which agenda:

Work Session  
 Closed Session

### Regular Session:

Consent Calendar  
 Regular Item  
 Public Hearing

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

### Review:

**Dept. Head LBC**

**Finance**

**City Atty**

**City Mgr**

While no specific funding has been identified for the construction of this building, there continues to be opportunities to qualify for Federal stimulus funding for projects that are “shovel ready” (fully designed). Staff hopes that by continuing with the working drawings, the project may become eligible for future funding that may become available as part of the economic recovery process.

Interested parties were invited to work with the Architect to design the interior of the building. While the interior design has changed some from the concept presented in April, it still contains all of the elements thought to be important to the potential users. Among those invited to participate in the process were representatives from:

- Sequoia Kings Canyon National Park
- Sequoia Natural History Association
- Seven Sycamores Ranch
- Visalia Chamber of Commerce
- Visalia Visitors and Convention Center
- Downtown Visalians

The areas they focused their input on included the following:

**Visitor Space:**

The group was interested in display and exhibit space that would be very open and could be readily changed to accommodate new opportunities. To meet this interest, the plan includes a very open floorplan downstairs. New exhibits and displays can be moved into the facility to create new interest, keep the information fresh, and change with the seasons. There is a welcome desk and general information center near the front, and a section where pull-down maps can be featured so visitors can readily be shown the many features of the area that they can enjoy. Included in the design is a refrigerator case where local ag products can be displayed for sale. There is also a plan to include new technology, including screens in the lower section of the glass tower where videos and information can be constantly displayed, and a kiosk can be added so visitors can access information via a computer on a 24-hour, 7 day a week basis.

**Office Space:**

There was interest in having offices that could be used by entities that promote Visalia and the area. The Visitors and Convention Bureau will definitely be housed in the facility, and other entities, including the National Park, have indicated they may be interested in space in the future. The design includes space for up to 14 people in two distinct upstairs office spaces that could be independently locked for security reasons.

**External Design:**

The new building was designed to be a separate and distinct building from the Convention Center. However, the subcommittee also felt that extending the finishes across the front door face of the Convention Center would make for a smoother transition between the two buildings. The renderings depict the use of the granite and metal finishes across the front entrance. Also, the architect was asked to consider how the Convention Center might evolve to have a coordinated but distinct look. The architect will discuss how the design team foresees this occurring in the future. There was continued interest in having a distinct wall feature that would incorporate a water feature. The redesigned wall has a three stair-step feature that uses local granite that will give a sense of the mountains to the east, provides artistic features, and visual interest to the area. In addition, the windows between the walls will provide a visual view into the Center, which should create additional interest in what the visitor center has to offer.

**Plaza Development:**

There was also interested in retaining the Convention Center Plazas for community use, but perhaps with a different feel that would encourage more use of the outside areas for events. The design team studied the current uses at the Center to make sure that events such as home shows could be accommodated. The new design endeavors to make the open space area into two Plazas that will create a better sense of space on a more intimate level. Given the success of the Garden Street Plaza, which is very small but enjoys great success as a venue, it is hoped that the ultimate design of these Plazas will encourage similar usage. The Plaza development will be designed to be phased in as funding permits.

**Cost:**

Initial cost estimates were calculated based on the preliminary design. As noted, the full project is designed to be phased in. These costs estimates are very preliminary, but are helpful when applying for funding opportunities. The initial construction cost is estimated to be \$2.5 million, plus permits and fees. With the completed Plaza work and the fountain, the total cost is estimated at \$3 million, plus permits and fees, although further engineer estimates will provide a better estimate. Total cost for the remainder of the plan design should not exceed \$250,000.

**Construction Funding:**

As noted when staff brought this item to the City Council in April, no specific funding has been identified for this project. Given the amount of Federal stimulus money that is being distributed, staff was hopeful that this project might qualify. While nothing specific has developed, staff continues to pursue funding through a number of sources including the Economic Development Administration, transportation grants, and other federal avenues. In addition, there are two future sources of Transit funding that may become available in future years. While it could take several years before enough funding can be accumulated to fund this project, staff is confident that even if stimulus funding is not forthcoming, there are other long term sources that can be used to fund the Sequoia Shuttle Visitor Center.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

Conceptual Designs

**Recommended Motion (and Alternative Motions if expected):**  
I move to authorize staff to enter into a contract with Taylor Teter to develop working drawings for the Sequoia Shuttle Visitor Center.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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