

# 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

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

## Creating Jobs & Income



### 2008-09 Activity

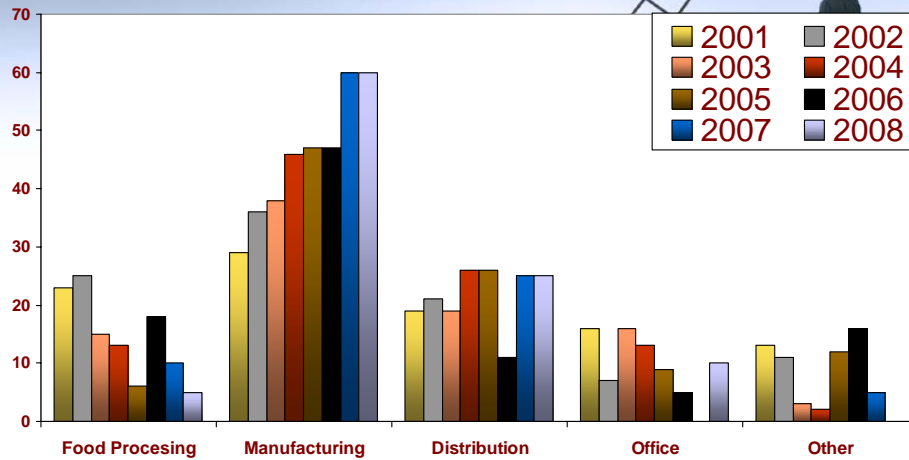
- 3 new locations
- 1 expansions
- 2 city/county assists

### Pipeline

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

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

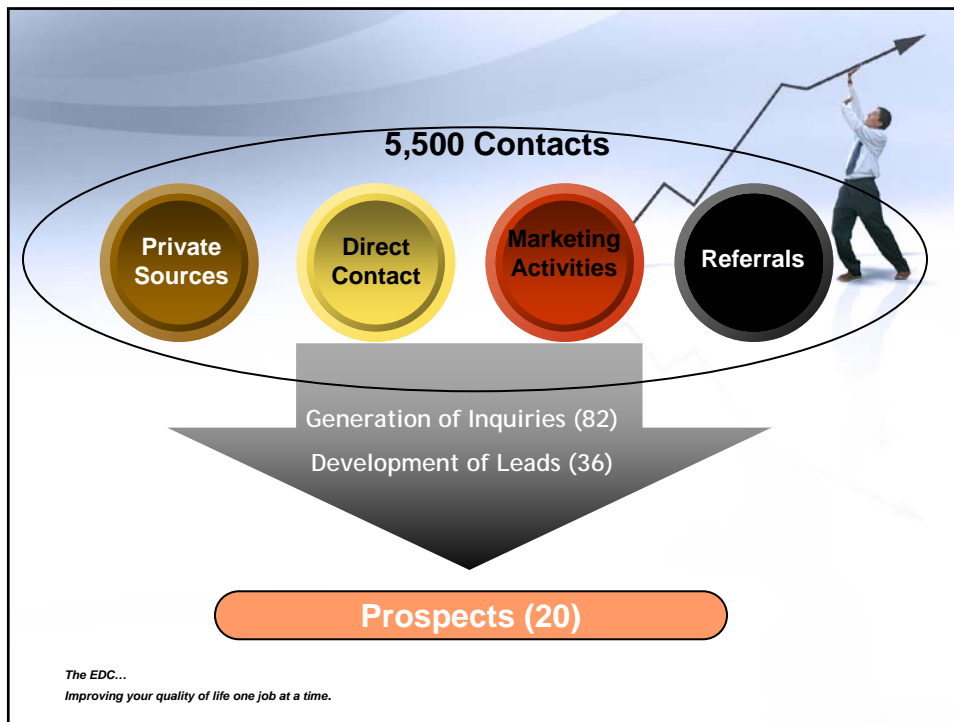
## Prospect Activity



## 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



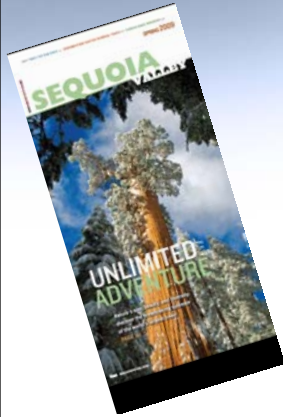
## Growing Local Businesses & Entrepreneurs

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



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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

Page 1

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,

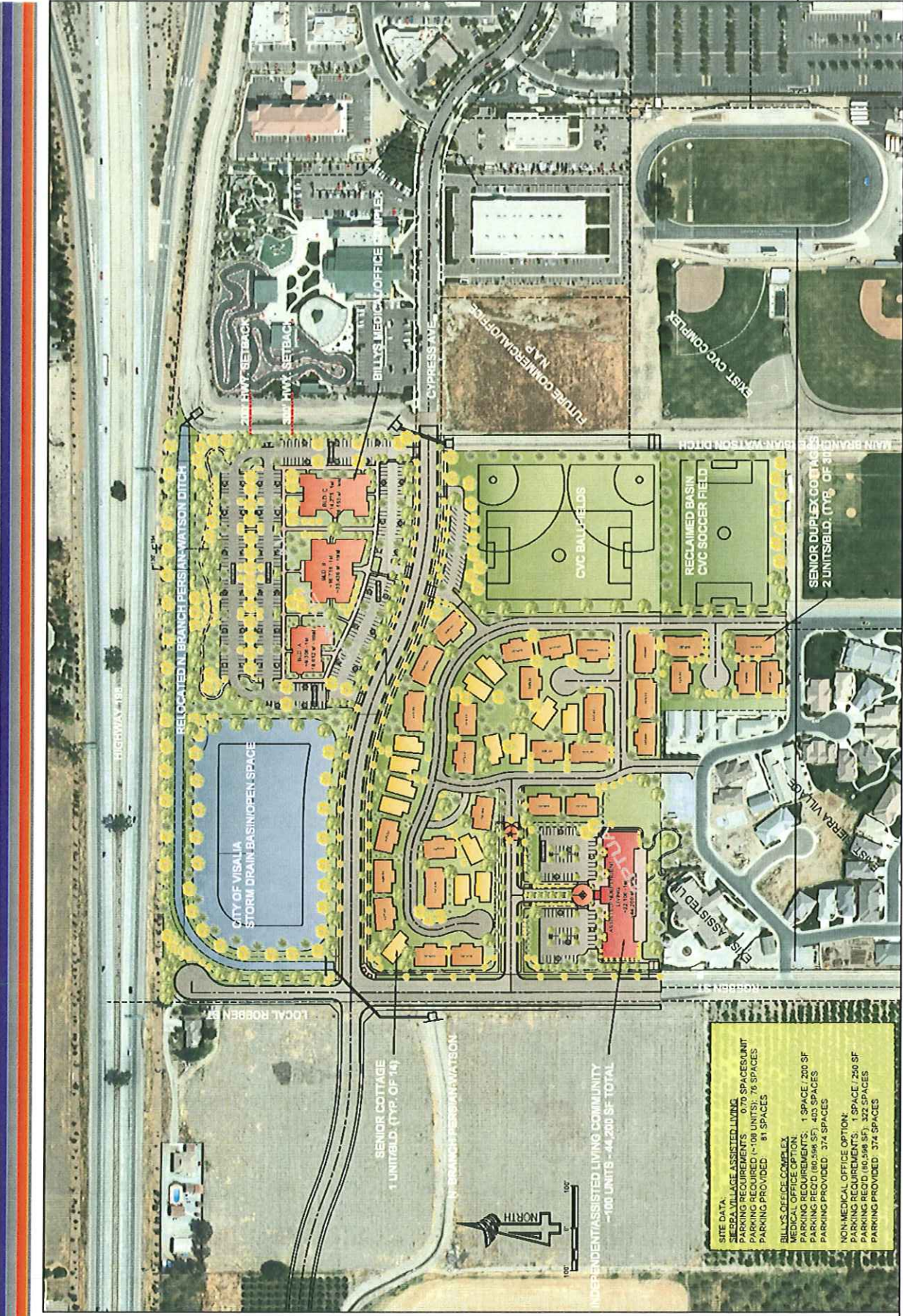
A handwritten signature in blue ink, appearing to read "Matt Ainley". The signature is fluid and cursive, with a large loop at the end.

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 - 76 SPACES
PARKING PROVIDED	91 SPACES
<b>BILLEY'S OFFICE COMPLEX</b>	
MEDICAL OFFICE OPTION	1 SPACE / 200 SF
PARKING REQUIREMENTS	403 SPACES
PARKING PROVIDED	374 SPACES
<b>NON-MEDICAL OFFICE OPTION:</b>	
PARKING REQUIREMENTS	1 SPACE / 250 SF
PARKING PROVIDED	374 SPACES



INDEPENDENT ASSISTED LIVING COMMUNITY  
-100 UNITS - 44,200 SF TOTAL

SENIOR COTTAGE  
1 UNIT BLD. (TYP. OF 14)

CITY OF VISALIA  
STORM DRAIN BASIN/OPEN SPACE

RELOCATED IN-BRANCH PERSIAN WATSON DITCH

HIGHWAY 198

LOCAL ROBBERN ST

BY BRANCH PERSIAN WATSON

CYPRESS AVE

FUTURE MEDICAL OFFICE

BILLEY'S MEDICAL OFFICE COMPLEX

200 HWY. RETRACK

100 HWY. RETRACK

EXIST. CVC COMPLEX

CVC BALL FIELDS

RECLAIMED BASIN  
CVC SOCCER FIELD

SENIOR DUPLEX COTTAGES  
2 UNITS BLD. (TYP. OF 310)

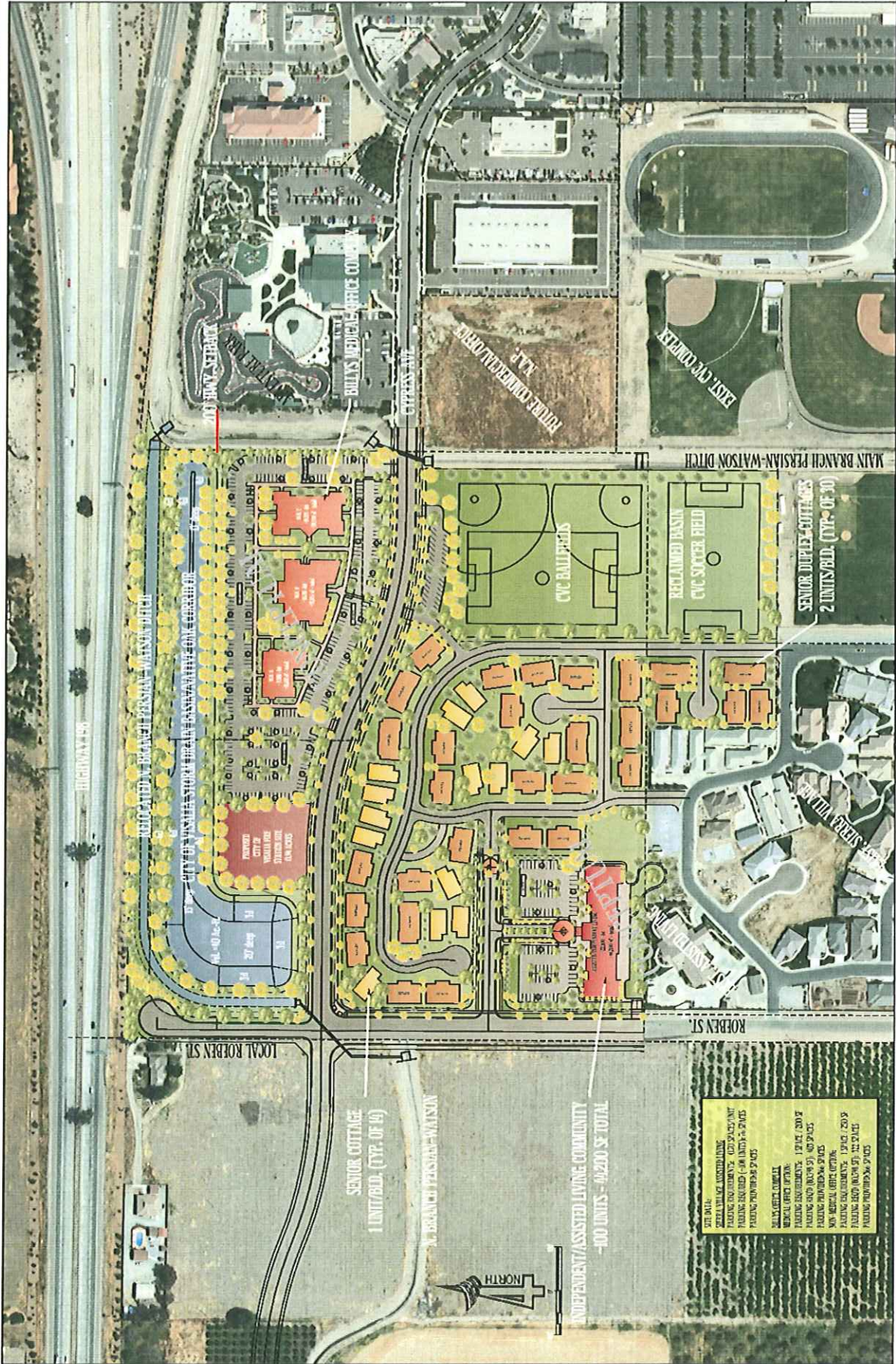
MAIN BRANCH PERSIAN WATSON DITCH

ELIS ASSISTED LIVING

SIERRA VILLAGE

EXIST. CVC COMPLEX





<p>                 100 UNITS - 9,200 SQ FT TOTAL                  INDEPENDENT/ASSISTED LIVING COMMUNITY                  SENIOR COTTAGE                  1 UNIT/BLDG. (TYP. OF 4)                  SENIOR DUPLEX-COTTAGES                  2 UNITS/BLD. (TYP. OF 30)             </p>	<p>                 CITY OF DENVER                  10000 W. CENTRAL EXPRESSWAY                  DENVER, CO 80231                  303.733.1500             </p>
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**Sierra Village  
Project Cost Estimate Executive  
Summary**

6/26/2009

#08123

Calc's By: MDA

Chk'd By: DDG

<b>Option 1</b>					
<b>Item</b>	<b>Sierra Village</b>	<b>CVC</b>	<b>Dr. Billys</b>	<b>City of Visalia</b>	<b>Totals</b>
<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>					
<b>Item</b>	<b>Sierra Village</b>	<b>CVC</b>	<b>Dr. Billys</b>	<b>City of Visalia</b>	<b>Totals</b>
<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 SUMMARY

6/26/2009

#08123



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.

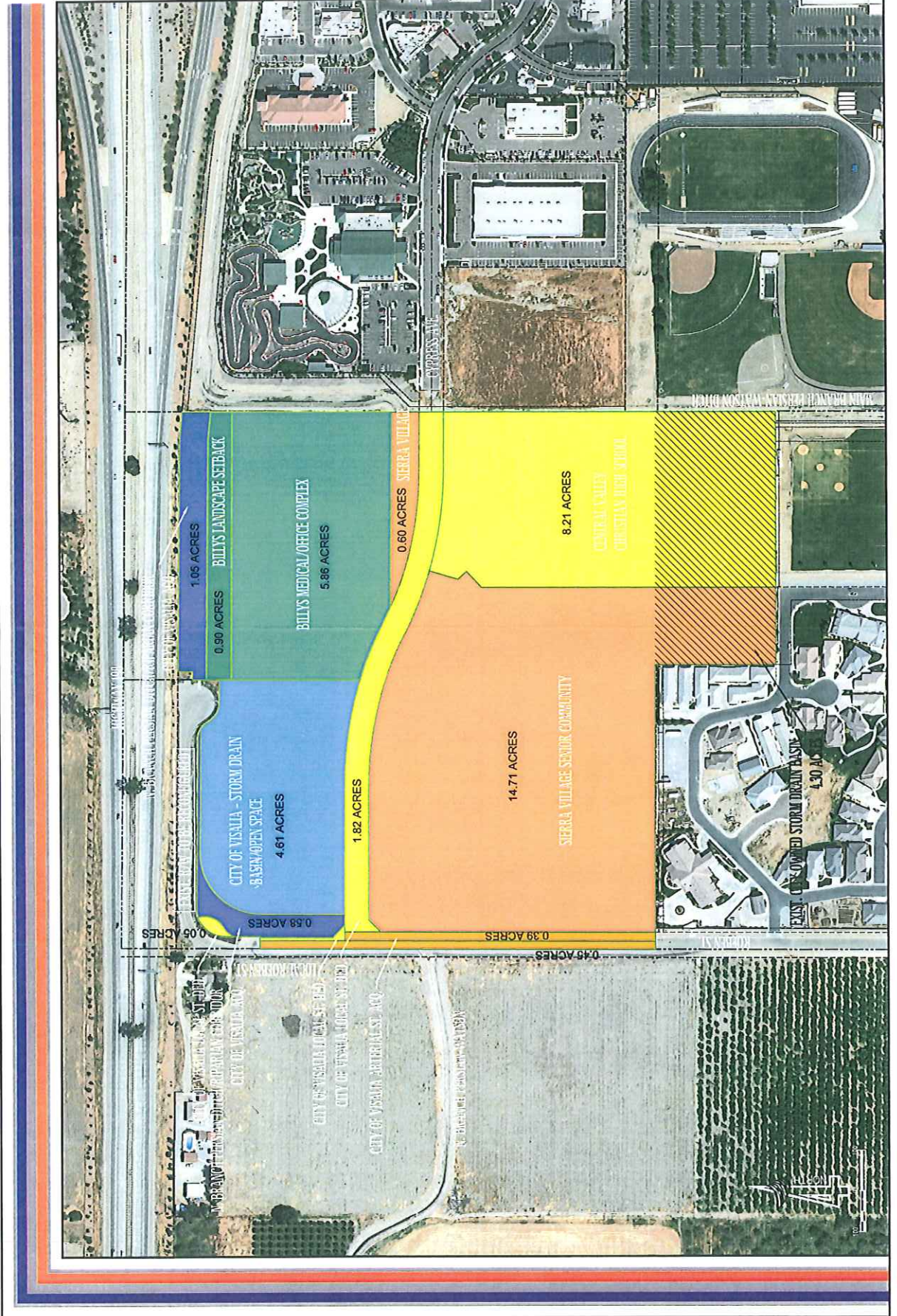
**DOMESTIC WATER (CAL WATER)**

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

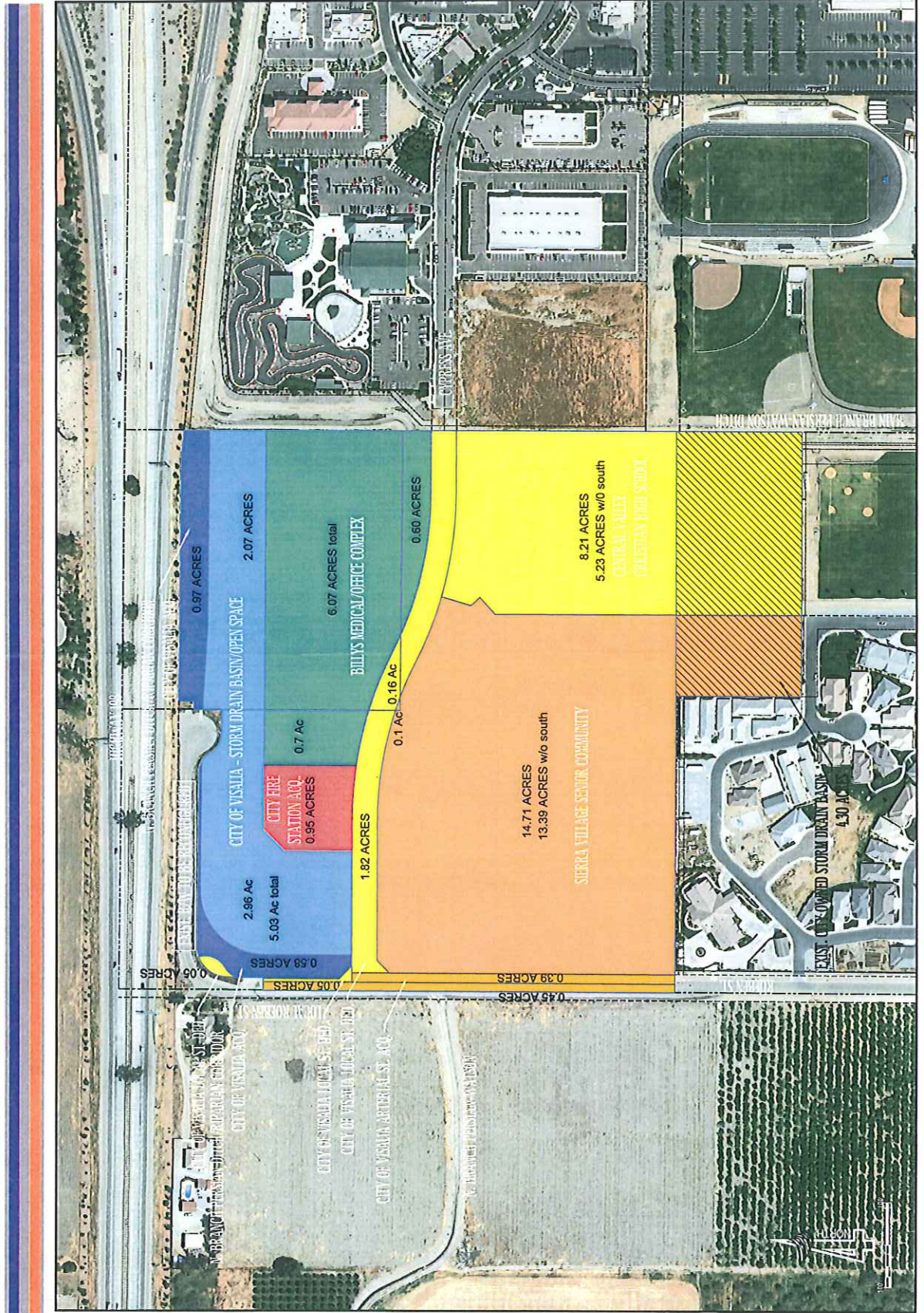


# SIERRA VILLAGE LAND ACQUISITION EXHIBIT-1

JUNE 24, 2009









*Visalia Fire Department*

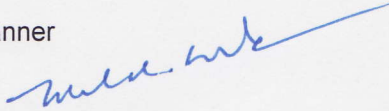
**MEMORANDUM**

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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.

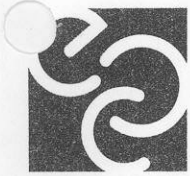
***Environmental Assessment Status***

**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 Mitzumoto	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

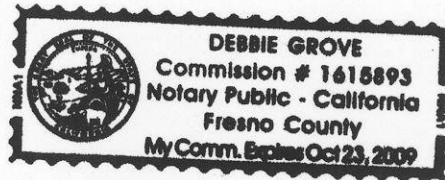
County of Fresno

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, on 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

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

SERVED I.C.

ACTUAL

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

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

**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)

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

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

