

# Regular Meeting Agenda

## Visalia City Council



Mayor: Bob Link  
Vice Mayor: Amy Shuklian  
Council Member: Warren Gubler  
Council Member: Mike Lane  
Council Member: Steve Nelsen

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Monday, February 7, 2011


City Hall Council Chambers, 707 W. Acequia, Visalia CA 93291  
Work Session 4:30 p.m.; Closed Session immediately following  
Regular Session 7:00 p.m.

### 4:30 p.m. INTRODUCTION OF EMPLOYEES

- Newly promoted Visalia Police Department: Sergeant Curtis Brown, Sergeant Osvaldo Dominguez, and Sergeant Jon Pree
- New Hire Visalia Fire Department: Melissa Gonzalez, Fire Prevention Inspector

**PUBLIC COMMENTS** - *This is the time for citizens to comment on subject matters that are not on the agenda that are within the jurisdiction of the Visalia City Council. Each speaker will be allowed three minutes (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.*

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

1.  Receive and approve recommendations from the Council Recreation Park baseball subcommittee that revenues generated from the agreement with Top of the Third be deposited into a designated Capitol Improvement account, and that specific improvements be accomplished in the 2011 calendar year.

*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

### 6:00 p.m. CLOSED SESSION (immediately following Work Session)

2. Public Employee Performance Evaluation (GC 54957)  
Title: City Manager
3. *Item removed at request of staff*

4. Conference with Legal Counsel – Anticipated Litigation - Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: 2 potential cases
5. Conference with Legal Counsel – Existing Litigation (G.C. 54956.9)  
Name of Case: McGee v. City of Visalia - TCSC 10-237119
6. Conference with Real Property Negotiators (G.C. 54956.8)  
Property: Portion of APN: 081-020-042, 043, 044, 060, 082 and 083 (No site address available); and 08-020-076 (No site address available).  
Under Negotiation: Consideration and approval of appraisals; Authority to negotiate price, terms, and conditions of potential purchase.  
Negotiating Parties for Landowners: Alice I. Roye and her representative Thomas Hornburg; Old Towne Condominiums and its representatives Lisa Mochizuki, and Harvey May.  
Negotiating Parties for City: Steve Salomon, Adam Ennis, Alex M. Peltzer, James Koontz
7. Conference with Real Property Negotiators (GC 54956.8)  
Property: Oval Park Service Building (APN 094-036-001).  
Negotiating Parties: Steve Salomon, Ricardo Noguera, Visalia Rescue Mission  
Under negotiation: terms of potential lease agreement
8. Conference with Legal Counsel – Existing Litigation (G.C. 54956.9)  
Name of Case: Citizens for Responsible Planning v. City of Visalia - TCSC 10-240450
9. Conference with Legal Counsel – Existing Litigation (G.C. 54956.9)  
Name of Case: Kevin Long and Teamsters Joint Council 7 v. City of Visalia -TCSC 10-240546

**7:00 p.m. CALL TO ORDER REGULAR SESSION**

**PLEDGE OF ALLEGIANCE**

**INVOCATION** – Pastor Patrick Lozano, New Hope Church

**MOMENT OF SILENCE** - In Honor of Rose Shuklian and Randy Zeeb

**SPECIAL PRESENTATIONS/RECOGNITION**

**PUBLIC COMMENTS** - *This is the time for citizens to comment on subject matters that are not on the agenda that are within the jurisdiction of the Visalia City Council.*

*This is also the time for citizens to comment on items listed on the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to Regular or Public Hearing Items that are listed on this agenda will be heard at the time that item is discussed or at the time the Public Hearing is opened for comment.*

*In fairness to all who wish to speak tonight, each speaker from the public will be allowed three minutes (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.*

10. **CONSENT CALENDAR** - *Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.*
- a) Authorization to read ordinances by title only.
  - b) Appointment of Don Ajluni and Jessie Martinez as alternate members to the Disability Advocacy Committee.
  - c) Approve the recommendation of the Parks and Recreation Commission, in accordance with the City's policy on naming park facilities, to name the youth baseball fields at Riverway Sports Park the "C.R. Shannon Baseball Complex".
  - d) Authorize the City Manager to execute an agreement with Provost & Pritchard Engineering Group to provide on-going support in surface water and groundwater issues that impact the City's water supply.
  - e) Notice of Completion for the construction of Lion's Park located at West Fergusson Avenue and Denton Street in northwest Visalia, Project No 1211-72-9743, at final construction cost of \$661,656.
  - f) Award contract for the construction of Dan's Lane Neighborhood Park in southwest Visalia, to the BMY Construction Group, Fresno, in the amount of \$790,000; and approve an additional \$56,000 to purchase a shade structure for the park playground.
  - g) Authorize the City Manager to execute an amendment to the Professional Services Agreement with Community Services and Employment Training (CSET) to provide labor for various grant funded City projects where CSET is a partner in the grant application.
  - h) Receive update and authorize continued enhancements to Downtown parking.  
**Resolution 2011-04 required.**
  - i) Award a construction contract and authorize the City Manager to execute an agreement for RFB No. 10-11-39, Giddings Street Extension north of Shannon Parkway in the amount of \$412,257.79 to the low bidder, Larry Nelson Construction, AND authorize an additional appropriation of \$45,000.00 from the Traffic Impact Fund (1241) and \$68,000.00 from the Storm Drain Impact Fund (1221) for the project.
  - j) Award a construction contract and authorize the City Manager to execute an agreement for the Walnut Avenue Street Widening Project located at Walnut Avenue and Mooney Boulevard (between Central Street and 500' west of Mooney Boulevard) to the low bidder Witbro, Inc. (Seal Rite Paving) Widening Project, in the amount of \$958,151.
  - k) Authorize the City Manager to negotiate a lease of the Oval Park Service Building with Visalia Rescue Mission for a fifty four (54) month term (APN 094-036-001).

**REGULAR ITEMS AND PUBLIC HEARINGS** - Comments related to Regular Items and Public Hearing Items are limited to three minutes per speaker, for a maximum of 30 minutes per item, unless otherwise extended by the Mayor.

11. Second reading and adoption of Ordinance No. 2011-01A & B, Zoning Text Amendment No. 2010-12: A request by the City of Visalia to amend portions of Title 17 of the Visalia Municipal Code pertaining to proposed changes to Zoning Ordinance Section 17.48 related to Subdivision and Kiosk Signs.
  - 1) Adoption of **Ordinance 2011-01A** pertaining to Temporary Subdivision Signs
  - 2) Adoption of **Ordinance 2011-01B** pertaining to Subdivision Kiosk Signs

**CLOSED SESSION REPORT (if any)**

**Upcoming Council Meetings**

- Tuesday, February 22, 2011, 3:00 p.m. Jt. Meeting with Planning Commission; 4:00 p.m. Work Session, 7:00 p.m. Regular Session – Convention Center, 303 E. Acequia
- Monday, March 7, 2011, 4:00 p.m. Work Session, 7:00 p.m. Regular Session - City Hall Council Chambers 707 W. Acequia
- Monday, March 21, 2011, 4:00 Work Session, 7:00 p.m. Regular Session - City Hall 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.*

The City's newsletter, *Inside City Hall*, is published after all regular City Council meetings. To self-subscribe, go to [http://www.ci.visalia.ca.us/about/inside\\_city\\_hall\\_newsletter.asp](http://www.ci.visalia.ca.us/about/inside_city_hall_newsletter.asp). For more information, contact Community Relations Manager Nancy Loliva at [nloliva@ci.visalia.ca.us](mailto:nloliva@ci.visalia.ca.us).

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** February 7, 2011

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

**Agenda Item wording:** The Recreation Park baseball sub-committee is recommending the following:

1. That current and future revenues generated from the revenue sharing program with Top of the Third, Inc. be deposited into a designated account for future CIP improvements for the ballpark.
2. That revenues generated from the 2010 and 2011 seasons be used to finance improvements for the new 150 seat family seating deck and the players batting cages.
3. The City's initial contribution for these projects will be limited to \$84,527 with the remainder of the funding coming from Top of the Third, Inc. The City will reimburse Top of the Third, Inc. for the balance of the funding after revenue sharing funds have been generated after the 2011 baseball season.

**Deadline for Action:** N/A

**Submitting Department:** Recreation Park Ballpark Sub-Committee

**Contact Name and Phone Number:** Mayor Bob Link and Council Member Mike Lane

**Recommendation:**

The Recreation Park baseball sub-committee is recommending the following:

1. That current and future revenues generated from the revenue sharing program with Top of the Third, Inc. be deposited into a designated account for future CIP improvements for the ballpark.
2. That revenues generated from the 2010 and 2011 seasons be used to finance improvements for the new 150 seat family seating deck and the players batting cages.
3. The City's initial contribution for these projects will be limited to \$84,527 with the remainder of the funding coming from Top of the Third, Inc. The City will reimburse Top of the Third, Inc. for the balance of the funding after revenue sharing funds have been generated after the 2011 baseball season.

**For action by:**

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

**For placement on which agenda:**

- Work Session  
 Closed Session

**Regular Session:**

- Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 15

**Review:**

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

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

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

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

## **Background Information:**

On January 18, 2011, Tom Seidler, Top of the Third, Inc. provided the annual operation and maintenance report to the City Council regarding the Visalia Rawhide baseball club at Recreation Park.

As a result of the annual report, and questions on how to finance future ballpark improvements, the Mayor recommended that the ballpark sub-committee be revived and meet within the next two weeks. The sub-committee would evaluate future ballpark needs and CIP projects and return to the City Council with some recommendations on how to finance these projects.

The Council sub-committee (Link and Lane) met with Mr. Seidler, the Parks and Recreation Director, and the City Manager to discuss the feasibility of future CIP projects at the ballpark and potential methods in which to finance these projects. The CIP projects come in two forms: 1) player safety and development projects; and 2) fan facilities and amenities.

The issues reviewed by the sub-committee were originally presented to the Council as part of the annual report on January 18, 2011. Those topics are outlined below:

### **Gould Evans Associates, LC Annual Report On Player Safety:**

Minor League Baseball requires that a playing facility comply with certain minimum baseball playing standards. This is done to assist in the effort to protect players from potential injuries. In many cases, top prospects that come to Visalia have signed contracts worth millions of dollars and the parent club has a strong vested interest to protect their players from getting injured.

On a bi-annual basis, Gould Evans Associates, LC prepares a report on various ballparks throughout the country. In September 2009 the firm presented the City of Visalia with its findings from their 2009 facility audit. In their last report, Gould Evans cited eight areas as major areas of concern. The City continues to work with the Rawhide to try and alleviate all of these areas of concern. The most significant player safety and development issues right now continue to be improvement of the batting cages (\$25,000) and the renovation of the field lighting system (\$350,000 est.).

These improvements are necessary to comply with Class A professional baseball requirements and must be made at some point to meet the City's obligations under the current lease agreement.

### **New Fan Facilities and Amenities:**

In the short-term, the project being recommended by the Rawhide for fan comfort is the construction of a new raised family seating deck area in the "Kids Zone" beyond the right field fence area. This will increase fan capacity by 150 people. Currently, Recreation Park has a seating capacity of 2,500 which is the smallest ballpark of the 60 Class A ballparks in the country. The estimated cost of this new structure would be roughly \$120,000.

A long-term goal, perhaps in the time frame of 3-5 years from now, would be to install a new state-of-the-art video scoreboard in left center field for enjoyment by the fans and the players. The new board can be used for announcements, commercials, video replay, highlights and live feeds of other activities around the country, etc. The cost for a new video scoreboard ranges from \$400,000 to \$500,000.

### **Priorities, Timeline, and Financing:**

The sub-committee determined that the short term priorities for the ballpark would be to improve the batting cages for the players and to establish the new family seating deck.

The batting cages would replace the current cages which are very old and outdated. These cages would be located adjacent to the team clubhouses.

The new family seating deck would seat 150 more people and tickets would be sold for this seating area. The "Kids Zone" currently does not have any raised or formal seating areas. Since this is an alcohol free zone, it's proving to be a popular area for families. This amenity has the opportunity to increase revenues for both Top of the Third and the City through the revenue sharing program.

The next priority would be to renovate the field lights in either 2013 or 2014. The new lights would be the latest in "green" athletic lighting technology and would reduce the overall electric consumption; creating savings that could pay for the new lights over time.

The timeline for the video scoreboard would be more long-term. It's possible the timeline for the scoreboard could be moved up if a corporate sponsor is found.

The sub-committee unanimously felt that the revenues generated from the ballpark through the revenue sharing program should be deposited into a designated account and used to finance future CIP needs at the ballpark. The extent of future CIP improvements would be limited to what is generated from the revenue sharing program.

### **Revenue Sharing:**

As outlined in the annual report submitted to the Council on January 18, 2011, the revenue sharing program generated \$84,257 in 2010 and is expected to generate roughly \$112,000 in 2011. The revenues from these two years combined will be close to \$200,000. These funds could finance both the batting cages and the new family seating deck in 2011.

The sub-committee is proposing the idea to utilize the full \$84,257 this year to finance these two improvements. To the extent additional funds are needed beyond this amount to complete the improvements, Top of the Third, Inc. would finance these improvements. The City would then reimburse Top of the Third, Inc. after the 2011 season is completed from revenues generated through the revenue sharing program.

The sub-committee felt that a long-term funding strategy should be established to finance future CIP improvements. An ongoing program of improvements will prevent the facility from falling into significant disrepair which led to the need for a major renovation prior to the start of the 2009 season.

The annual report submitted to the City Council on January 18, 2011, provided a detailed account of the projected annual revenue through the revenue sharing program.

	<b>2010</b>	<b>2011 est.</b>
Rawhide Revenues	\$1,253,558	\$1,320,000
Attendance	108,681	115,000
Revenue Sharing To City	\$12,678	\$16,000
Ticket Tax to City	\$65,099	\$72,000
Other Events	\$6,750	\$12,000
Leasable Space	\$0,000	\$12,000
<b>Total City Revenue</b>	<b>\$ 84,527</b>	<b>\$ 112,000</b>

**Current Annual General Fund Support:**

The annual report submitted to the City Council on January 18, 2011, provided a detailed account of the general fund support to the Visalia Rawhide. The following summarizes that information, plus some additional information regarding the total general fund subsidy to support the ballpark operation:

<b>O &amp; M Support</b>	<b>2010</b>
Field Maintenance	\$ 40,000
Facility Maintenance	\$ 20,000
CPI Adjustment (Maint.)	\$ 3,262
Utility Billing (In Season)	\$ 35,005
Utility Billing Credit	\$ 27,086
Add'l Maintenance	\$ 60,032
CIP – New LF Fence	\$ 28,145
Non-Season Utilities	\$ 33,033
<b>Total GF Subsidy</b>	<b>\$246,563</b>

**Attachment:**

“2011 Annual Operation & Maintenance Report” presented to the Council on January 17, 2011





**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** February 7, 2011

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

**Agenda Item Wording:** Appointment of Don Ajluni and Jesse Martinez as Disability Advocacy Committee alternate members effective February 7, 2011.

**Deadline for Action:** N/A

**Submitting Department:** Community Development

**Contact Name and Phone Number:** Chris Young, Community Development Director 713-4392

**Department Recommendation:** Department staff and the Disability Advocacy Committee recommend that the Visalia City Council appoint Don Ajluni and Jesse Martinez to the Disability Advocacy Committee as alternate members. This committee currently has seven voting members and two vacancies for alternate members.

**Summary/background:** The Disability Advocacy Committee is a seven member Advisory Committee to the City Council who represents issues and concerns of the disabled community.

The applications for the two vacant alternates were reviewed by the Disability Advocacy Committee on December 13, 2010 and recommendations made to the Citizens Advisory Committee. The Citizens Advisory Committee approved these nominations on January 12, 2011.

**Prior Council/Board Actions:** None

**Committee/Commission Review and Actions:**  
Citizens Advisory Committee – January 12, 2011

**Alternatives:**

**For action by:**

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

**For placement on which agenda:**

- Work Session
- Closed Session

**Regular Session:**

- Consent Calendar
- Regular Item
- Public Hearing

Est. Time (Min.): 3

**Review:**

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

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

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

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

**Attachments:** Applications for Don Ajluni and Jesse Martinez.

**Recommended Motion (and Alternative Motions if expected):** City Council hereby appoints Don Ajluni and Jesse Martinez to the Disability Advocacy Committee as alternate members effective February, 2011.

*Environmental Assessment Status*

**CEQA Review:**

**NEPA Review:**

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

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** February 7, 2011

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

**Agenda Item Wording:** In accordance with the City's policy on naming park facilities, approve the recommendation by the Parks & Recreation Commission to name the youth baseball fields at Riverway Sports Park the "C. R. Shannon Baseball Complex".

**Deadline for Action:** N/A

**Submitting Department:** Parks & Recreation

**Contact Name and Phone Number:** Vincent Elizondo, Director of Parks and Recreation, 713-4367

**Department Recommendation and Summary:**

In accordance with the City's policy on naming park facilities, approve the recommendation by the Parks & Recreation Commission to name the youth baseball fields at Riverway Sports Park the "C. R. Shannon Baseball Complex".

**Background:**

For a number of years now, the Visalia Parks & Recreation Foundation, in coordination with the Parks & Recreation Department, has been raising funds to help defray the costs of the Visalia Riverway Sports Park. These contributions have been big and small, both cash and in-kind contributions.

Major donors have had the opportunity to "sponsor" certain park amenities in accordance with the City's Ordinance related to the **Naming of City Owned Facilities, Buildings, and Parks** (City Code 12.060.020).

The ordinance includes some guidelines and policies to follow when implementing the program. Some key elements of the policy are outlined below:

- *"The policy ... may be applied to entire facilities, or to portions of a facility, such as fields at a park, or rooms in a building."*
- *"It is understood that a facility may be selected in recognition of a financial contribution.... The following are general guidelines regarding financial contributions for which a naming opportunity may be extended ..."*

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1

**Review:**

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

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

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

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- *“For a major prominent facility that exceeds \$500,000 in cost, a significant monetary contribution may be considered to be 10% in cash, property, securities, or in-kind services, of the total value of the development.”*
- *“If a facility is named in recognition of a financial contribution, an agreement should be signed between the donor and the City that specifies conditions of the gift, the responsibilities of each party and the minimum length of time the name will be used, signage and other appropriate provisions. The recommended minimum sunset should be no less than 15 years.”*

Our newest sponsor will be the Shannon family with the naming of the four youth baseball fields as the “C. R. Shannon Baseball Complex”. The Shannon family will be making a donation to the Parks and Recreation Foundation in the amount of \$50,000 with \$20,000 coming in 2011; \$15,000 in 2012; and \$15,000 in 2013. In turn, the Foundation will make a donation to the City. The term of the sponsorship agreement will be 25 years.

As approved by the Council in 2007, a Sponsorship Donation Agreement will be executed by the City (City Manager); the Parks & Recreation Foundation; and the donor. The Council has authorized the City Manager to execute donor agreements on behalf of the City.

The first full season of baseball at the new baseball complex is scheduled to get underway in mid-February.

**Committee/Commission Review and Actions:** Park and Recreation Commission Meeting of January 18, 2011.

**Attachments:** None

**Recommended Motion (and Alternative Motions if expected):** In accordance with the City’s policy on naming park facilities, the Parks and Recreation Commission is recommending to the Council to name the youth baseball fields at Riverway Sports Park the “C. R. Shannon Baseball Complex”.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

# City of Visalia Agenda Item Transmittal

**Meeting Date:** February 7, 2011

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

**Agenda Item Wording:** Authorize the City Manager to execute an agreement with Provost & Pritchard Engineering Group to provide on-going support in surface water and groundwater issues that impact the City's water supply.

**Deadline for Action:** Not applicable

**Submitting Department:** Public Works and Administration

**Contact Name and Phone Number:**

Andrew Benelli, Public Works Director. 713-4340  
Kim Loeb, Natural Resource Conservation Manager, 713-4530

**Department Recommendation:** City staff recommends authorizing the City Manager to execute an agreement with Provost & Pritchard to provide on-going consulting services related to ground water recharge and surface water acquisition. The contract will be on a time and materials basis, not to exceed \$4,000 per month, \$30,000 per year or \$150,000 over the life of the agreement.

**Summary/background:** The depth to reach groundwater in and around Visalia has increased significantly during the last fifty years. In the 1950's many water wells reached groundwater at depths of thirty or forty feet. The average depth to groundwater increased from 62 feet in 1989 to 92 feet in 2006. This increase in the groundwater depth is caused by pumping for the City's drinking water and also by water pumped for agricultural irrigation near the City. This "overdraft" can be reversed by recharging the groundwater with surface water stored in ponds and channels. Overdraft conditions are common in the Tulare Lake Basin and in many areas in the San Joaquin Valley. Water conservation can also significantly reduce the groundwater overdraft.

Provost & Pritchard Consulting Group, Inc. has been helping the City acquire surface water for recharge since 2006. They have several engineers that specialize in water procurement and water transfers. Mr. Dick Moss is currently assigned by Provost & Prichard to serve as the project manager for the City's ground water recharge support.

The City often partners with Kaweah Delta Water Conservation District or Tulare Irrigation District to acquire recharge water. The City is currently working with Tulare Irrigation District to trade treated effluent from the City's wastewater treatment plant for surface water. Provost &

**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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Pritchard's staff has been assisting with the details of the trade and will help prepare the state permits that are required to move water between districts. They also prepared a successful grant application to help pay for the pipeline that will deliver water to Tulare Irrigation Districts channels. The City was awarded \$700,000. They are currently working on a grant application requesting \$3 million to help fund the pipeline and infrastructure that is needed to transport the City's effluent to Tulare Irrigation District's channels.

The agreement with Provost & Pritchard is for them to provide consulting services on a time and materials basis and is not to exceed \$4,000 per month or \$30,000 per year. The agreement will remain active for up to five years but additional City Council approval is required when Provost & Pritchard's total fees exceed \$150,000. The City spent about \$11,000 for Provost & Pritchard's support in 2010 and \$25,000 in 2009. Funds to pay P&P will come from the Underground Water Recharge Fund, #1224.

**Prior Council/Board Actions:** None

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

**Alternatives:** City staff could continue without consultant support or hire a different consultant.

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):** The City Manager is authorized to execute an agreement with Provost & Pritchard to provide consulting services on a time and materials basis related to ground water recharge and surface water acquisition, not to exceed \$4,000 per month, \$30,000 per year or \$150,000 total.

***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:** Feb. 7, 2011

**Agenda Item Number (Assigned by City Clerk):** 10e

**Agenda Item Wording:** Request authorization to file a Notice of Completion for the construction of Lion's Park located at West Ferguson Avenue and Denton Street in northwest Visalia, Project No. 1211-72-9743, at a final construction cost of \$661,656.00.

**Deadline for Action:** None

**Submitting Department:** Parks and Recreation Department

**Contact Name and Phone Number:** Vincent Elizondo, Director of Parks & Recreation, 713-4367

**Department Recommendation:** Authorize staff to file a Notice of Completion on Project No. 1211-72-9743 for the construction of Lion's Park located at West Ferguson Avenue and Denton Street in northwest Visalia, for a final construction cost of \$661,656.00.

**Project Summary:**

On April 5, 2010, the City Council awarded a contract to the BMY Construction Group of Fresno to construct a new 4.0 acre City park at West Ferguson Avenue and Denton St. in northwest Visalia for a bid amount of \$652,194.00. The project was financed using park impact developer fees.

The project involved site grading; the installation of an automated irrigation system and water conserving landscaping; special play surfaces; specialty concrete; playground equipment; electrical work; a small picnic shelter; and site furnishings. BMY along with several sub-contractors completed the work.

The park opened to the general public on Saturday, November 13, 2010.

The original contract amount for this project was \$652,194.00. The project included four (4) small change orders totaling \$9,462.00; less than 1.5% of the total project cost; bringing the final project total cost to \$661,656.00 (\$652,194 + \$9,462).

**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.

A description of the four small change orders is outlined below:

1. Export excess soil from the project site (\$ 4,371.00)
2. Change 15 HP booster pump to 10 HP pump per So. Ca. Edison Request (\$ 4,353.00)
3. Reinforced concrete slab for Lion statue (\$ 550.00)
4. Trip charge for partial removal of temporary fence (\$ 188.00)

The concrete slab was used to hold the iconic Lion located at the entrance to the park. The Lion statue totaled \$12,263.00 but was not part of the general contractor scope of work. The Lion was charged back to the park project --- with 50% of the cost of the Lion statue coming from the various Lion's Clubs in Visalia.

**Prior Council/Board Actions:** Award of Lion's Park construction project to BMY of Fresno on April 5, 2010.

**Committee/Commission Review and Actions:**

**Alternatives:** None

**Attachments:** None

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

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

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

Copies of this report have been provided to:

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** February 7, 2011

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

**Agenda Item Wording:** Award contract for the construction of Dan's Lane Neighborhood Park in southwest Visalia, to the BMY Construction Group, Fresno, in the amount of \$790,000; and approve an additional \$56,000 to purchase a shade structure for the park playground.

**Deadline for Action:** February 7, 2011

**Submitting Department:** Parks & Recreation Department

**Contact Name and Phone Number:** Vincent Elizondo, Director of Parks & Recreation, 713-4367

**Department Recommendation:** City staff recommends that the City Council award a construction contract for the development of Dan's Lane Neighborhood Park to the BMY Construction Group from Fresno in the amount of \$790,000; and authorize the City Manager to sign a "piggyback" purchase order for an additional \$56,000 for a USA SHADE structure for the new park playground

**Summary:** Dan's Lane Neighborhood Park is located on County Center and Visalia Parkway immediately east of Cottonwood Elementary School in southwest Visalia. The site consists of flat terrain, old growth valley oaks and other plant vegetation, and is intersected by Packwood Creek running north and south through the site. The project will include playground amenities with overhead shade structure, poured-in-place playground surface, a ½ basketball court, picnic shelter, pedestrian walkways, picnic tables and benches, landscaping, irrigation and a temporary parking area. On August 29th, 2007, the first of two public workshops were held to gather consensus from area residents regarding site amenities and type of park desired. The plan reflects the feedback received from individuals attending the two (2) public workshops.

The Dan's Lane name is a project name only. The Parks and Recreation Commission will be providing a recommendation on a permanent park name in March or April 2011.

**Project Bids & Funding:**

City staff conducted a competitive bid process to construct Dan's Lane Neighborhood Park. The project was advertised for bids on December 7<sup>th</sup> and 13<sup>th</sup>, 2010 and bids closed on January 7th, 2011. The City received twelve (12) proposals from qualified firms. A summary of bids is outlined on the next page.

**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.

This CIP project was approved by the Council as part of the City's 2008-10 CIP plan. The project was budgeted for \$1,018,000. Source of funds to finance the project come from the City's Park Developer Impact Fee Program (Fund 1211).

The account number for this project is 1211-72-9579. The twelve (12) bids received are outlined below:

<b>Contractor</b>	<b>Bid Amount</b>
BMY Construction Group, Fresno	\$ 790,000
Donali Construction, Fresno	\$ 798,000
RJ Berry Construction, Selma	\$ 839,100
Forcum Mackey, Ivanhoe	\$ 857,000
Seals/Biehle, Visalia	\$ 858,000
Davis Morrow Const., Fresno	\$ 859,000
Elite Landscaping, Clovis	\$ 872,580
Smith Construction, Fresno	\$ 889,200
Domingues Landscaping, Sac	\$ 899,449
Lee's Paving, Visalia	\$ 949,500
Dunn's Sand, Visalia	\$1,010,000

BMY Construction was the General Contractor for the just completed Lions Park project. City staff was very pleased with their professionalism, timeliness and workmanship throughout the entire construction process. City staff believes BMY are a highly competent construction firm and would serve this project well. The engineer's estimate for this project was projected at \$950,000. The cost of design, construction, inspection services, and construction management are all well within the full funding level for this project (\$1,018,000).

The new neighborhood park is expected to be open in late summer – early fall 2011.

**Scope of the Project To Be Expanded To Include A Shade Structure:**

The low bid of \$790,000 will leave a project balance in excess of \$150,000. In consideration of the favorable low bid, City staff is also recommending that the scope of the project be expanded to include a shade canopy to be used to cover the park playground. This custom shade structure will allow the playground equipment to be used in hot weather and will provide much needed protection to children and their parents from the harmful rays of the sun.

The cost of the USA SHADE structure will be approximately \$56,000 (13 posts and fabric) and will be delivered to the site and installed by the general contractor. The cost to install the shade structure is included in the bid price submitted by BMY Construction.

The shade structure will be purchased through a "piggyback" purchase order program under a contract with the San Joaquin County Office of Education. This will result in a 20% savings on total project costs by utilizing this method of purchase and installation.

City staff is requested that the City Manager be authorized to sign the requisition for the "piggyback" purchase order for the additional \$56,000 to be used for the shade structure.

**Long-Term maintenance:**

This new 4 acre neighborhood park will impact maintenance responsibilities of the City park system. These new maintenance costs will be accounted for in the next budget cycle. The majority of these new costs are related to utilities and contract maintenance for mowing and cleaning the park.

**Prior City Council Action:** None

**Commission Review and Actions:** The final site plan was reviewed and approved by the Parks and Recreation Commission

**Attachments:** Dan's Lane Park Concept Plan  
Illustration of Dan's Lane Park Playground Shade Structure

**Recommended Motion (and Alternative Motions if expected):** Staff recommends that City Council award the contract for the Dan's Lane Neighborhood Park to the BMY Construction Group, Fresno, in the amount of \$790,000.

Furthermore, City staff is also recommending that the City Council authorize the City Manager to sign the requisition for a "piggyback" purchase order for an additional \$56,000 to be used for a shade structure.

Project No.: 1211-720000-0-9579

***Environmental Assessment Status***

**CEQA Review: Required?**     **Yes**     **No**  
**Review and Action Prior:**            **Required:**

**NEPA Review: Required?**     **Yes**     **No**  
**Review and Action Prior:**            **Required:**

**Financial Impact**

Funding Source

Account No. 1211-720000-0-9743  
Development Impact Fees: \$1,018,000

Budget Recap

Total Estimated Cost	\$975,000	New Revenue dollars
Amount Budgeted	\$1,018,000	Lost Revenue dollars
New Funding Required	\$0	New Personal dollars
Council Policy Change	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

**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:** February 7, 2011

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

**Agenda Item Wording:** Authorize the City Manager to execute an amendment to the Professional Services Agreement with Community Services and Employment Training (CSET) to provide labor for various grant funded City projects where CSET is a partner in the grant application.

**Deadline for Action:** N/A

**Submitting Department:** Community Development Department

**Contact Name and Phone Number:**

Chris Young, Community Development Director, 713-4392

**Department Recommendation:** That the City Council authorizes the City Manager to execute an amendment to the existing Professional Service Agreement with CSET.

**Summary:** CSET is requesting that the currently hourly labor rate for both corps members and supervisory staff be adjusted to \$25.00 per hour. CSET staff believes (and City staff concurs) that the current rate (\$11.87/hour for corps members and \$23.61/hour for supervisors) is unsustainable. The current rate is not enough to cover all direct project costs, administrative costs (payroll processing, accounting, reporting, human resource services, etc.) nor is it enough to cover long-range development costs (heavy equipment vehicles, facilities, etc.). The \$25.00 per hour rate would be full compensation for all costs incurred by CSET.

**Background Information:** In January 2008, Council authorized the City Manager to execute a Professional Services Agreement with CSET to provide labor for various grant projects where CSET is identified as a partner in the grant.

The Urban Tree foundation, the City of Visalia, and CSET have partnered in more than a dozen urban forestry projects. CSET and the Urban Tree Foundation generally take responsibility for writing proposals to fund the projects and most often, the city is the grant recipient.

Past grant awarded projects included the Saint Johns Trail at McAuliff, Mill Creek Trail at McAuliff (both of these are State Recreational Trail Program Grants) and a 2008 Environmental Enhancement and Mitigation Grant to plant 800 trees and 2,500 shrubs within the City's right-of-way on various public streets. Grant funding covers project management, plants, irrigation materials and labor.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1

**Review:**

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

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

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

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

The partnership has been beneficial to the City's environment and quality of life. It has also impacted the lives of the young people in the Sequoia Community Corps who have performed much of the work. The corps members have learned valuable work skills, many becoming employable for the first time in their lives. They have been mentored by professionals, including City staff, and have gained an appreciation for urban forestry, and have made enduring contributions to the community.

**Prior Council/Board Actions:**

January 7, 2008 Council approved a Professional Services Agreement with CSET.

August 17, 2009 Council approved an amendment to the existing Professional Services Agreement

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

**Attachments:**

- Proposed amendment to Professional Services Agreement
- September 1, 2009 amendment to the Professional Services Agreement
- February 7, 2008 Professional Services Agreement

**Recommended Motion (and Alternative Motions if expected):** That the City Council authorizes the City Manager to execute this amendment to the Professional Services Agreement with CSET.

***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)*

**Amendment to  
Professional Services Agreement Between  
City of Visalia and Community Services Employment Training**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Visalia, a Municipal Corporation and charter law city of the State of California (hereinafter "CITY"), and Community Services Employment Training (hereinafter "CSET").

**RECITALS**

**WHEREAS**, CITY and CSET previously entered into a "Professional Services Agreement Between City of Visalia and CSET" (dated February 7<sup>th</sup>, 2008) regarding Project Work (hereinafter referred to as the "Agreement"); and

**WHEREAS**, CITY and CSET subsequently amended the Agreement (dated 1<sup>st</sup> day of September, 2009) to extend the scope of work to include additional project work on an as needed basis and adjust the total compensation under the Agreement: and

**WHEREAS**, CITY and CSET desire to further amend the Agreement to incorporate a revised Schedule "B"; and

**WHEREAS**, the purpose of this Amendment is to document the amended terms and conditions under which the project work will occur.

**NOW, THEREFORE**, based upon mutual covenants contained herein, the parties agree as follows:

- Schedule "B" is hereby amended to revise the Schedule of Hourly Work Rates to;
  1. Corpsmember     \$25.00 per hour
  2. Supervisor       \$25.00 per hour

The above rates shall be full compensation for all costs incurred by CSET. CSET shall be responsible for providing all necessary vehicles, fuel, equipment and tools. The above rates shall be reviewed annually on January 1<sup>st</sup> of each year and, if necessary, adjusted by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement on the date first written above.

CITY OF VISALIA

COMMUNITY SERVICES  
EMPLOYMENT TRAINING, INC.

By: \_\_\_\_\_  
By: \_\_\_\_\_  
City Manager

Executive Director

Approved as to Form

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Administrative Services Manager

By: \_\_\_\_\_  
Project Manager

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** February 7, 2011

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

**Agenda Item Wording:** Provide an update and request authorization to continue the following enhancements to Downtown Parking:

- Continue 3-hour Downtown Parking (in areas formerly allowing 2-hour parking)
- Continue the reduced rate for reserved spaces in the West Acequia Parking Structure currently set at \$25 per month

**Deadline for Action:** March 31, 2011

**Submitting Department:** Community Development Department

**Contact Name and Phone Number:**

Chris Tavarez, Management Analyst, 713-4540  
Chris Young, Community Development Director, 713-4392

**Recommendation:** Staff recommends that Council accept this update and they authorize (Resolution 2011-04) for the continued implementation of the following to encourage more efficient use of Downtown Parking:

1. Continue 3-hour parking in the Downtown area (in areas formerly allowing 2-hour parking)
2. Continue West Acequia Parking Permit fees of \$25 per month

**Discussion:** In August 2010, Council authorized parking enhancements to the Downtown area that included conversion of 2-hour parking to 3-hour parking and a reduction of the West Acequia Parking Structure reserved parking costs to \$25 per month. After monitoring several months of operation, staff is requesting authorization to continue these enhancements. Staff has received many positive comments from Downtown stakeholders regarding the longer period being allowed for Downtown Parking (3-hour parking) and the reduced rates for reserved parking in the West Acequia Parking Structure.

These changes are recommended to be continued indefinitely with annual reviews to be conducted by staff and any recommended changes to be brought to Council for their consideration.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1

**Review:**

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

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

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

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

**Staff Recommendation #1: Council authorize continuation of downtown 3-hour parking**

Staff's recommendation to Council is to continue 3-hour parking in the downtown area. Many downtown merchants have noticed increased positive customer experiences. The additional time provides opportunity for multiple stops by customers and potentially multiple purchases.

However, the merchants have ongoing concerns regarding employees and employers using downtown on-street parking that they feel should be available to customers. Staff feels that the continuation of 3-hour parking and the continued reduction of reserved parking permit fees in the West Parking Structure will provide an affordable option to employers/employees to dissuade them from using on-street parking that many downtown stakeholders believe should be reserved for customers.

**Staff Recommendation #2: Continue "reserved parking" costs of \$25 per month in the West Acequia Parking Structure**

Staff's recommendation to Council is to continue reserved parking permit costs at \$25 per month (the old level was \$75 per month). In recognition of heavy day time use, twenty-two reserved parking spaces located on the 4<sup>th</sup> level were converted in September 2010 to 'all-day' unreserved use. Ninety reserved spaces remain (all on the 3<sup>rd</sup> level).

Initially, the promotional reduction of permit costs to \$25 per month led to a high of 32 reserved spaces in use. However, for the first quarter of 2011, only 24 spaces remain in use. With a renewed advertising campaign, in conjunction with downtown stakeholders, it is hoped that, over time, to invigorate interest in the spaces. Staff believes, along with some downtown stakeholders, that an increase of permit fees back to \$75 per month could deter interest and not lead to increased use. These reserved spaces were created in order to provide convenient, reliable and sheltered parking for downtown businesses and also provide a source of ongoing revenue to help offset costs of the structure.

Parking in the structure is as follows:

- 1<sup>st</sup> Level: 3-hour parking, handicap and permit restricted parking
- 2<sup>nd</sup> Level: 3-hour parking and permit restricted parking
- 3<sup>rd</sup> Level: All-day reserved permit parking
- 4<sup>th</sup> Level: All-day public parking and permit restricted parking
- 5<sup>th</sup> Level: All-day public parking

Permits are issued on a quarterly basis. Any party interested in obtaining a permit may purchase them at City Hall East located at 315 East Acequia Avenue or may call (559) 713-4444.

**Prior Council/Board Actions:**

August 16, 2010 – Council authorized 3-hour downtown parking and \$25 per month reserved parking at West Acequia Parking Structure

**Attachments:**

Resolution 2011-04

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

I move to adopt Resolution 2011-04 that authorizes staff to:

1. Continue downtown parking three-hour parking
2. Continue West Acequia Parking Permit fees of \$25 per month

***Environmental Assessment Status***

**CEQA Review: N/A**

**NEPA Review: N/A**

**RESOLUTION 2011-04**

**RESOLUTION OF THE CITY OF VISALIA  
APPROVING CONTINUATION OF CHANGES TO DOWNTOWN PARKING**

WHEREAS, the Council believes it is important for Downtown Parking to be utilized effectively in an effort to promote customer usage and encourage downtown viability; and,

WHEREAS, the Council agrees that the changes below should continue to be implemented in order to enhance downtown visitation and shopping; and,

WHEREAS, the Council authorizes the continuation of 3-hour on-street and lot parking to in the Downtown Area to encourage customer oriented parking; and,

WHEREAS, the Council in order to provide affordable and convenient parking for employees in the downtown area; authorizes to permanently reduce fees for reserved quarterly parking permits at the West Acequia Parking Structure at 222 West Acequia Avenue to \$25 per month until revised based on future consideration; and,

WHEREAS, the Council agrees that these changes will help the downtown area and reflects Council's desire to enhance Downtown Visalia,

NOW THEREFORE BE IT RESOLVED that the Visalia City Council approves these changes for downtown parking as proposed.



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** February 7, 2011

**Agenda Item Number (Assigned by City Clerk):** 10i

**Agenda Item Wording:** Award a construction contract and authorize the City Manager to execute an agreement for RFB No. 10-11-39, Giddings Street Extension North of Shannon Parkway in the amount of \$412,257.79 to the low bidder, Larry Nelson Construction, AND authorize an additional appropriation of \$45,000.00 from the Traffic Impact Fund (1241) and \$68,000.00 from the Storm Drain Impact Fund (1221) for the project.

(Project No. 3011-00000-720000-0-8099)

**Deadline for Action:** February 23, 2011 (30 days after bid opening)

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

**Contact Name and Phone Number:**  
Rebecca Keenan, Civil Engineer, 713-4541  
Adam Ennis, Assistant Director of Engineering, 713-4323  
Chris Young, Community Development Director, 713-4392

**Department Recommendation:** Staff recommends that the City Council award a construction contract and authorize the City Manager to execute an agreement for RFB 10-11-39 for the Giddings Street Extension North of Shannon Parkway in the amount of \$412,257.79 to the low bidder, Larry Nelson Construction, AND authorize an additional appropriation of \$45,000.00 from the Traffic Impact Fund (1241) and \$68,000.00 from the Storm Drain Impact Fund (1221) for the project.

**Summary:** This project includes construction of the eastern half of Giddings Street, between Shannon Parkway and Riverway Avenue, along the west side of the Sports Park. It also completes the western 600 feet of the Sports Park's east/west access road, making the connection to Giddings Street. The street improvements will provide for one lane of traffic in each direction and will include curb, gutter, pavement, sewer and storm drain. The west half of Giddings Street will be constructed in the future as part of the planned residential development. Eleven bids were received for the project and the engineers estimate was \$630,000.00. The construction is planned to be completed by June 1, 2011, prior to the Cal Ripken World Series event occurring at the Sports Park in August 2011. On-site, phase 3 Sports Park improvements will be completed as a separate project.

**For action by:**  
 City Council  
 Redev. Agency Bd.  
 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.

**Background:** On January 25, 2011, the City of Visalia opened eleven (11) bids for the Giddings Street Extension, north of Shannon Parkway Project. The results of the bid opening are as follows:

	Contractor	Address	Bid Amount
1.	Larry Nelson Construction	8444 Doe Ave., Visalia, CA 93291	<b>\$412,257.79</b>
2.	R.J. Berry Jr. Inc.	P.O. Box 469, Selma, CA 93662	<b>\$421,164.00</b>
3.	Dave Christian Construction Co. Inc.	2233 S. Minnewawa, Fresno, CA 93727	<b>\$444,652.23</b>
4.	Emmet Valley Construction Inc.	9662 W. Kearney Blvd., Fresno, CA 93706	<b>\$467,477.70</b>
5.	Galante Bros. Enterprises Inc.	1525 E. Noble Ave., Visalia, CA 93292	<b>\$472,470.01</b>
6.	Don Berry Construction, Inc.	P.O. Box 620, Selma, CA 93662	<b>\$472,582.00</b>
7.	Seal Rite Paving	959 Clovis Ave., Clovis, CA 93612	<b>\$476,624.00</b>
8.	B&B Construction Services	4647 E. Weathermaker #101, Fresno, CA 93703	<b>\$492,935.12</b>
9.	Menefee Construction	P.O. Box 129, Fowler, CA 93625	<b>\$572,996.55</b>
10.	Lee's Paving, Inc.	1212 North Plaza Drive, Visalia CA 93291	<b>\$589,484.15</b>
11.	**Central Valley Asphalt	23494 Road 196, Lindsay, CA 93247	<b>**\$5,454,498.48</b>

*\*\*Central Valley Asphalt had a written total bid of \$513,929.93, which would not have been the low bid. Upon review of the bid, a mathematical error was discovered with a discrepancy between the unit and total cost of a line item. Per the bid documents unit price prevails, which resulted in the total bid shown here, which is very high. See Attachment 2 for detailed bid results.*

Larry Nelson Construction has satisfactorily completed projects for the City of Visalia in the past. These included the installation of underground conduit and utility vaults for the Santa Fe Bridge Project. Staff also obtained positive references from Mr. Gary Smee (Smee Builders Inc.) for their subdivision infrastructure work and from Mr. Tom Fin (Dreyer's Grand Ice Cream, Inc.). Larry Nelson has completed concrete, asphalt, storm drain, and sanitary sewer work for Mr. Fin.

**Financial Analysis:** This project is being funded with locally generated revenues. Because these improvements are adjacent to the Sports Park, a portion of the funding is coming from Park Impact Fees and the Sports Park Fund. The balance of the funds needed is coming from the City's Traffic Impact Fee Program (TIF) and Storm Drain Impact Funds.

Staff has prorated the costs related to this project to the different Funds. In addition to the construction cost related to the low bidder, Larry Nelson Construction, the budget shown in this report also includes costs relating to the following items: pre-purchase of seven Sun Valley Street Lights (needed due to a long lead time for delivery), right-of-way costs, design consultant costs, staff time, and the testing lab's costs. In addition, the budget also includes a construction contingency cost to be used in case of any construction change orders. These costs are standard costs associated with constructing projects of this type. Any unused money remaining from the allocated amounts will be returned to the corresponding fund at the close of the project.

Since only a pro-rated percentage of the two Park Funds may be used for the project, staff is asking that an additional \$45,000 from the TIF Program and \$68,000 from the Storm Drain Impact Fee Fund be allocated to this project. Only park fees will be used for the on-site construction work for Phase 3 of the Sports Park. That work will be bid as a separate project at a later date. Following is a summary of the needed funding appropriations:

	Existing Allocated Fund Description to CIP 8099	Fund	Work to be Covered	Amount Originally Allocated	Pro-rated Amount Needed (based on low bid, includes right-of-way, soft costs and contingencies)	Additional Appropriation Requested
1.	Locally Generated Park Impact Fees	1211	Access Road Connection, Park's portion of Giddings St. and Sewer line Extension	\$532,000.00	\$96,760.00	\$00.00
2.	Sports Park Fund	0014	Access Road Connection, Park's portion of Giddings St. and Sewer line Extension	\$549,500.00	\$139,240.00	\$00.00
3.	Transportation Impact Fee (TIF)	1241	Remaining portion Giddings St. Roadway	\$174,000.00	\$219,000.00	<b>\$45,000.00</b>
4.	Storm Drain Impact Fee	1221	Storm Drain Facilities within Giddings St.	\$69,000.00	\$137,000.00	<b>\$68,000.00</b>

**Prior Council/Board Actions:** City Council authorized the Bid for Construction without the requirement for the payment of prevailing wages on December 20, 2010.

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

**Alternatives:** None recommended

**Attachments:** Attachment 1 – Vicinity Map  
Attachment 2 – Bid Results  
Attachment 3 – Contractor Disclosure Form

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

I move to award a construction contract and authorize the City Manager to execute an agreement for RFB 10-11-39 for the Giddings Street Extension, North of Shannon Parkway Project in the amount of \$412,257.79 to the low bidder, Larry Nelson Construction.

Project No. 3011-00000-720000-0-8099

I move to authorize an additional appropriation of \$45,000.00 from the Traffic Impact Fund (1241) for the project, Project No. 3011-00000-720000-0-8099

I move to authorize an additional appropriation of \$68,000.00 from the Storm Drain Impact Fund (1221) for the project, Project No. 3011-00000-720000-0-8099

***Financial Impact***

**Funding Source:**

Account Number: 3011-00000-720000-0-8099

**Budget Recap:**

Total Estimated cost: \$592,000.00	New Revenue:	\$
Amount Budgeted: \$1,541,500	Lost Revenue:	\$
New funding required: \$0	New Personnel:	\$
Council Policy Change: Yes___	No___	X

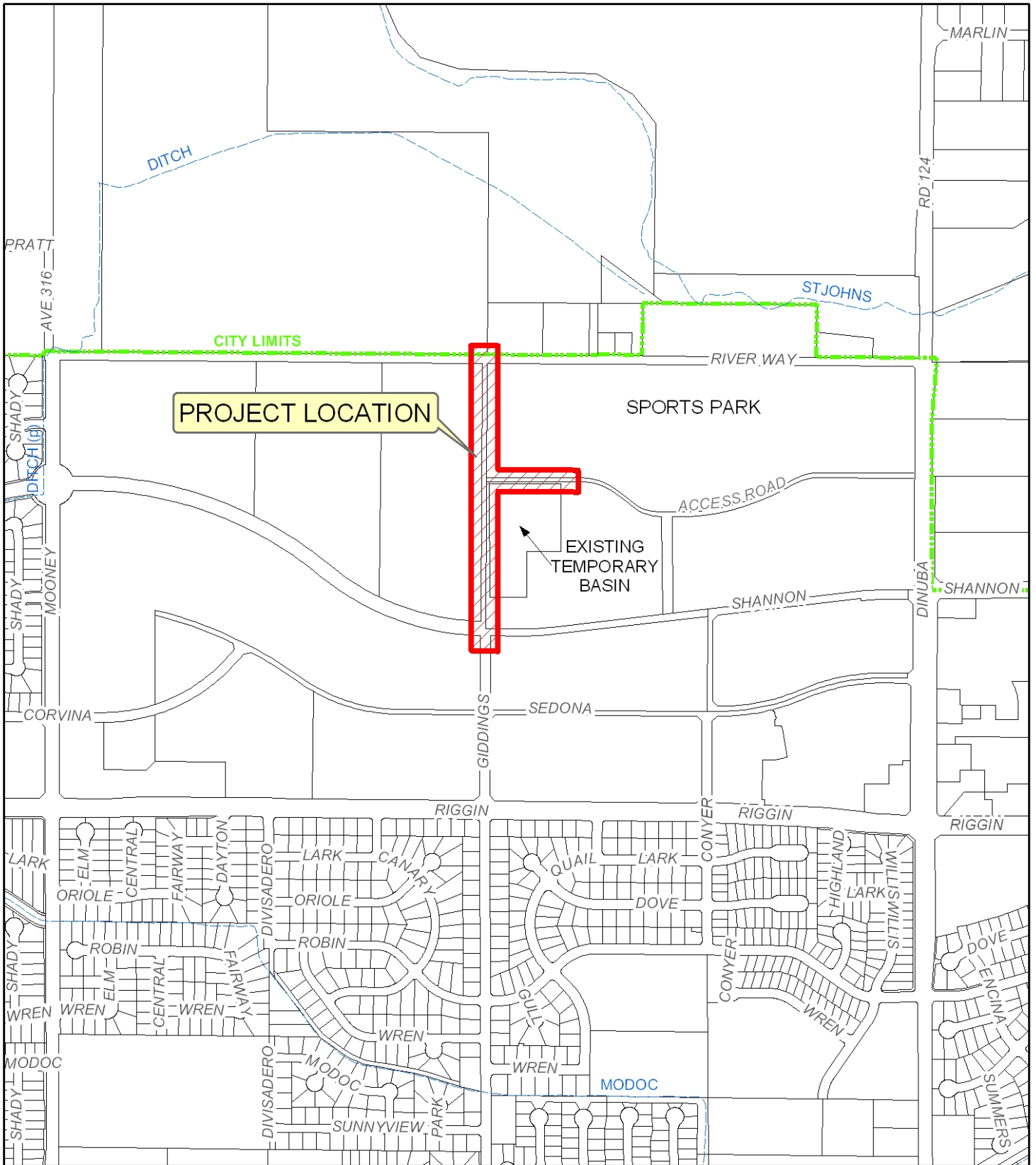
***Environmental Assessment Status***

**CEQA Review:** Initial Study/Negative Declaration Document No. 2005-128, and First Addendum issued November 2, 2009.

**NEPA Review:** Not Applicable

Copies of this report have been provided to:

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



# Giddings Street Extension Vicinity Map

1" = 800'

Attachment 1

Giddings Street Extension, North of Shannon Pkwy.  
 BID SUMMARY SHEET

Bid Opening: 3:00 PM, January 25, 2011  
 Non-Prevailing Wage

No. 3011-00000-720000-0-8099

ITEMS	UNIT	QTY	ENGINEERS ESTIMATE		LOW BIDDER		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
			UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1 Mobilization/Demobilization	LS	1	\$10,000.00	\$10,000.00	\$9,007.00	\$9,007.00	\$25,000.00	\$25,000.00	\$9,600.00	\$9,600.00	\$20,000.00	\$20,000.00	\$1,500.00	\$1,500.00
2 Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$1,075.00	\$1,075.00	\$4,000.00	\$4,000.00	\$3,965.00	\$3,965.00	\$15,700.00	\$15,700.00	\$4,380.00	\$4,380.00
3 Traffic/Pedestrian Control	LS	1	\$5,000.00	\$5,000.00	\$9,388.47	\$9,388.47	\$2,500.00	\$2,500.00	\$5,725.00	\$5,725.00	\$500.00	\$500.00	\$4,000.00	\$4,000.00
4 Storm Water Pollution Control	LS	1	\$5,000.00	\$5,000.00	\$8,425.00	\$8,425.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$22,245.00	\$22,245.00
5 Dust Pollution Control	LS	1	\$7,500.00	\$7,500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$100.00	\$100.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
6 Temporary 6" Chain Link Fence (Contractor's Yard Protection)	LS	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$100.00	\$100.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$2,200.00	\$2,200.00
7 Temporary 6" Chain Link Fence (Trench Protection)	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$100.00	\$100.00	\$500.00	\$500.00	\$250.00	\$250.00	\$3,000.00	\$3,000.00
8 Chain Link Fence (F-1) Relocation	LF	670	\$6.50	\$4,355.00	\$12.15	\$8,140.50	\$12.00	\$8,040.00	\$15.25	\$10,217.50	\$16.00	\$10,720.00	\$11.53	\$7,725.10
9 Barricade (City Standard B-1)	EA	1	\$1,250.00	\$1,250.00	\$660.00	\$660.00	\$1,100.00	\$1,100.00	\$3,800.00	\$3,800.00	\$3,850.00	\$3,850.00	\$1,200.00	\$1,200.00
10 Relocate/Install Ex. Barricade (City Std. B-1)	EA	1	\$1,000.00	\$1,000.00	\$660.00	\$660.00	\$900.00	\$900.00	\$2,350.00	\$2,350.00	\$2,750.00	\$2,750.00	\$950.00	\$950.00
11 Signing, Striping & Marking	CY	4400	\$4.00	\$17,600.00	\$1,36	\$5,984.00	\$6.25	\$27,500.00	\$3.58	\$15,752.00	\$4.20	\$18,480.00	\$5.61	\$24,684.00
12 Roadway Excavation and Earthwork	Tons	1091	\$85.00	\$92,735.00	\$72.27	\$78,846.57	\$71.00	\$77,461.00	\$73.88	\$80,603.08	\$70.00	\$76,370.00	\$74.83	\$81,639.53
17 Adjust Manhole Covers to Final grade	EA	3	\$500.00	\$1,500.00	\$350.00	\$1,050.00	\$800.00	\$2,400.00	\$1,080.00	\$3,240.00	\$800.00	\$2,400.00	\$315.00	\$945.00
18 Concrete Curb and Gutter (C-3)	LF	1375	\$16.50	\$22,687.50	\$9.71	\$13,351.25	\$10.00	\$13,750.00	\$15.50	\$21,312.50	\$13.20	\$18,150.00	\$10.07	\$13,846.25
19 Median Curb - Street Applications (C-7)	LF	220	\$15.00	\$3,300.00	\$15.75	\$3,465.00	\$12.00	\$2,640.00	\$17.70	\$3,894.00	\$15.40	\$3,388.00	\$12.72	\$2,798.40
20 Furnish and Install City Std. Curb Return	EA	1	\$1,000.00	\$1,000.00	\$1,155.00	\$1,155.00	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$770.00	\$770.00	\$495.00	\$495.00
21 Furnish and Install City Standard Handicap Ramp Curb Return with Detectable Surface	EA	1	\$2,500.00	\$2,500.00	\$1,975.00	\$1,975.00	\$1,450.00	\$1,450.00	\$2,200.00	\$2,200.00	\$1,804.00	\$1,804.00	\$1,500.00	\$1,500.00
22 Sawcut/Removal	LF	135	\$7.00	\$945.00	\$3.00	\$405.00	\$2.00	\$270.00	\$6.40	\$864.00	\$5.60	\$756.00	\$2.50	\$337.50
23 Remove and Replace Concrete Sidewalk	SF	240	\$6.00	\$1,440.00	\$3.25	\$780.00	\$5.00	\$1,200.00	\$6.80	\$1,632.00	\$6.60	\$1,584.00	\$5.25	\$1,260.00
24 Sheeting, Shoring, and Bracing	LS	1	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$515.00	\$515.00	\$500.00	\$500.00	\$1,050.00	\$1,050.00
25 Remove/dispose of existing storm drain pipe, backfill and compact resulting trench and holes	LF	145	\$10.00	\$1,450.00	\$10.50	\$1,522.50	\$6.00	\$870.00	\$20.60	\$2,987.00	\$6.60	\$857.00	\$19.60	\$2,842.00
26 18" Storm Drain Pipe	LF	550	\$45.00	\$24,750.00	\$32.69	\$17,979.50	\$28.00	\$15,400.00	\$31.00	\$17,050.00	\$29.70	\$16,335.00	\$41.10	\$22,605.00
27 30" RG-RCP Class IV Storm Drain Pipe	LF	1345	\$90.00	\$121,050.00	\$61.68	\$82,959.60	\$60.00	\$80,700.00	\$63.85	\$85,878.25	\$64.90	\$87,290.50	\$69.77	\$93,840.65
28 60" Storm Drain Manhole (D-2)	EA	4	\$4,500.00	\$18,000.00	\$2,425.00	\$9,700.00	\$3,200.00	\$12,800.00	\$4,120.00	\$16,480.00	\$3,300.00	\$13,200.00	\$5,240.37	\$20,961.48
29 Drain Inlet (D-5)	EA	3	\$3,600.00	\$10,800.00	\$1,950.00	\$5,850.00	\$2,100.00	\$6,300.00	\$3,600.00	\$10,800.00	\$2,200.00	\$6,600.00	\$2,968.00	\$8,904.00
30 Install SD Plug	EA	2	\$500.00	\$1,000.00	\$250.00	\$500.00	\$300.00	\$600.00	\$515.00	\$1,030.00	\$275.00	\$550.00	\$27.00	\$54.00
31 Tie-In To Existing Storm Drain	EA	2	\$500.00	\$1,000.00	\$250.00	\$500.00	\$625.00	\$1,250.00	\$515.00	\$1,030.00	\$660.00	\$1,320.00	\$27.00	\$54.00
32 8" SDR-35 PVC Sanitary Sewer	LF	675	\$28.00	\$18,900.00	\$16.35	\$11,036.25	\$20.00	\$13,500.00	\$22.66	\$15,295.50	\$20.90	\$14,107.50	\$21.53	\$14,532.75
33 48" Sanitary Sewer Manhole (S-1)	EA	2	\$4,500.00	\$9,000.00	\$2,200.00	\$4,400.00	\$5,200.00	\$2,600.00	\$5,200.00	\$4,120.00	\$2,750.00	\$5,500.00	\$2,581.00	\$5,162.00
34 Install SS Plug	EA	2	\$500.00	\$1,000.00	\$50.00	\$100.00	\$225.00	\$450.00	\$100.00	\$200.00	\$220.00	\$440.00	\$10.50	\$21.00
35 Tie-In To Existing Sanitary Sewer	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$625.00	\$625.00	\$255.00	\$255.00	\$660.00	\$660.00	\$105.00	\$105.00
36 Street Lights (Sun Valley, SL-6)	EA	4	\$3,500.00	\$14,000.00	\$465.00	\$1,860.00	\$800.00	\$3,200.00	\$980.00	\$3,920.00	\$841.50	\$3,366.00	\$826.00	\$3,304.00
37 Street Lights (remove and replace existing street lights)	EA	3	\$3,000.00	\$9,000.00	\$655.00	\$1,965.00	\$400.00	\$1,200.00	\$1,185.00	\$3,555.00	\$423.50	\$1,270.50	\$1,391.25	\$4,173.75
38 Tie-In to Existing Electrical Service	LS	1	\$2,000.00	\$2,000.00	\$441.00	\$441.00	\$950.00	\$950.00	\$1,030.00	\$1,030.00	\$990.00	\$990.00	\$593.60	\$593.60
39 Street Lighting Pull Boxes	EA	7	\$200.00	\$1,400.00	\$290.00	\$2,030.00	\$325.00	\$2,275.00	\$1,085.00	\$7,595.00	\$341.00	\$2,387.00	\$397.50	\$2,782.50
40 2-#8 & #8 Conductors	LF	2565	\$5.25	\$13,466.25	\$3.05	\$7,823.25	\$2.00	\$5,130.00	\$3.70	\$9,490.50	\$1.98	\$5,078.70	\$3.57	\$9,157.05
41 2" PVC Conduit	LF	1755	\$6.50	\$11,407.50	\$2.68	\$4,703.40	\$5.00	\$8,775.00	\$2.58	\$4,527.90	\$5.50	\$9,652.50	\$7.09	\$12,442.95
<b>Total</b>				<b>\$627,316.25</b>		<b>\$412,257.79</b>		<b>\$421,164.00</b>		<b>\$444,652.23</b>		<b>\$467,477.70</b>		<b>\$472,470.01</b>

Notes:  
 \*\*Contractor had a summation error. Total bid shown is different from written bid of \$407,257.79  
 \*\*Contractor had a summation error. Total bid shown is different from written bid of \$464,251.76

ITEMS	BIDDER 6		BIDDER 7		BIDDER 8		BIDDER 9		BIDDER 10		BIDDER 11	
	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1 Mobilization/Demobilization	\$26,000.00	\$26,000.00	\$13,014.00	\$13,014.00	\$4,950.00	\$4,950.00	\$15,208.00	\$15,208.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
2 Cleaning and Grubbing	\$6,000.00	\$6,000.00	\$17,217.70	\$17,217.70	\$5,830.00	\$5,830.00	\$7,062.00	\$7,062.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
3 Traffic/Pedestrian Control	\$1,600.00	\$1,600.00	\$5,778.00	\$5,778.00	\$6,050.00	\$6,050.00	\$4,010.00	\$4,010.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
4 Storm Water Pollution Control	\$5,350.00	\$5,350.00	\$3,240.00	\$3,240.00	\$6,600.00	\$6,600.00	\$560.00	\$560.00	\$50,000.00	\$50,000.00	\$2,500.00	\$2,500.00
5 Dust Pollution Control	\$1,000.00	\$1,000.00	\$3,780.00	\$3,780.00	\$550.00	\$550.00	\$500.50	\$500.50	\$2,000.00	\$2,000.00	\$2,450.00	\$2,450.00
6 Temporary 6' Chain Link Fence (Contractor's Yard Protection)	\$1,250.00	\$1,250.00	\$540.00	\$540.00	\$2,200.00	\$2,200.00	\$5,513.00	\$5,513.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
7 Temporary 6' Chain Link Fence (Trench Protection)	\$400.00	\$400.00	\$8,100.00	\$8,100.00	\$0.00	\$0.00	\$2,679.00	\$2,679.00	\$1,000.00	\$1,000.00	\$3,441.88	\$3,441.88
8 Chain Link Fence (F-1) Relocation	\$11.00	\$7,370.00	\$11.58	\$7,386.60	\$16.28	\$10,907.60	\$11.75	\$7,872.50	\$10.75	\$7,202.50	\$7,385.00	\$4,947,950.00
9 Barricade (City Standard B-1)	\$1,500.00	\$1,500.00	\$1,188.00	\$1,188.00	\$1,650.00	\$1,650.00	\$1,511.00	\$1,511.00	\$3,100.00	\$3,100.00	\$3,100.00	\$3,100.00
10 Relocate/Install Ex. Barricade (City Std. B-1)	\$1,500.00	\$1,500.00	\$972.00	\$972.00	\$1,100.00	\$1,100.00	\$1,511.00	\$1,511.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00
11 Roadway Excavation and Earthwork	\$6.40	\$28,160.00	\$8.19	\$36,036.00	\$5.50	\$24,200.00	\$11.68	\$51,392.00	\$19.05	\$83,820.00	\$12.68	\$55,792.00
12 Asphalt Concrete (Class B, 3/4" Max)	\$72.50	\$79,097.50	\$70.34	\$76,740.94	\$68.92	\$75,186.27	\$75.75	\$82,643.25	\$73.15	\$79,806.65	\$72.00	\$78,552.00
13 Class II Aggregate Base	\$17.00	\$62,900.00	\$15.24	\$56,388.00	\$19.80	\$73,260.00	\$20.98	\$77,552.00	\$20.25	\$74,925.00	\$21.00	\$77,700.00
14 Stabilized Shoulder/Pedestrian Trail (4" Thick Class II AB or Approved AC Grindings)	\$1.35	\$12,744.00	\$0.87	\$8,212.80	\$0.99	\$9,345.60	\$1.61	\$15,198.40	\$1.10	\$10,384.00	\$0.85	\$8,024.00
15 Signing, Striping & Marking	\$16,500.00	\$16,500.00	\$14,526.00	\$14,526.00	\$14,795.00	\$14,795.00	\$17,342.00	\$17,342.00	\$12,027.00	\$12,027.00	\$14,907.00	\$14,907.00
16 Adjust Water Valves To Grade	\$475.00	\$2,850.00	\$3,150.00	\$3,150.00	\$2,750.00	\$2,750.00	\$888.00	\$888.00	\$450.00	\$450.00	\$300.00	\$300.00
17 Adjust Manhole Covers to Final grade	\$950.00	\$2,850.00	\$630.00	\$1,890.00	\$440.00	\$1,320.00	\$856.50	\$2,569.50	\$500.00	\$2,700.00	\$500.00	\$1,500.00
18 Concrete Curb and Gutter (C-3)	\$14.50	\$19,937.50	\$11.88	\$16,335.00	\$10.17	\$13,976.88	\$12.13	\$16,678.75	\$14.00	\$19,250.00	\$9.50	\$13,062.50
19 Median Curb - Street Applications (C-7)	\$17.50	\$3,850.00	\$15.12	\$3,326.40	\$12.84	\$3,824.80	\$15.50	\$3,410.00	\$17.00	\$3,740.00	\$12.00	\$2,640.00
20 Furnish and Install City Std. Curb Return Ramp Curb Return with Detectable Surface	\$750.00	\$750.00	\$756.00	\$756.00	\$481.50	\$481.50	\$772.00	\$772.00	\$1,900.00	\$1,900.00	\$450.00	\$450.00
21 Furnish and Install City Standard Handicap Ramp Curb Return with Detectable Surface	\$2,200.00	\$2,200.00	\$1,944.00	\$1,944.00	\$1,487.30	\$1,487.30	\$1,985.00	\$1,985.00	\$3,000.00	\$3,000.00	\$1,390.00	\$1,390.00
22 Sawcut/Removal	\$1.00	\$135.00	\$2.70	\$384.50	\$5.35	\$722.25	\$3.00	\$405.00	\$3.00	\$405.00	\$2.77	\$373.95
23 Remove and Replace Concrete Sidewalk	\$7.00	\$1,680.00	\$7.02	\$1,684.80	\$10.70	\$2,568.00	\$18.00	\$4,320.00	\$21.00	\$5,040.00	\$4.00	\$960.00
24 Sheeting, Shoring, and Bracing	\$500.00	\$500.00	\$540.00	\$540.00	\$2,140.00	\$2,140.00	\$1,654.00	\$1,654.00	\$500.00	\$500.00	\$6,800.00	\$6,800.00
25 backfill and compact resulting trench and holes	\$21.00	\$3,045.00	\$6.48	\$939.60	\$34.24	\$4,964.80	\$32.25	\$4,676.25	\$20.00	\$2,900.00	\$9.10	\$1,319.50
26 18" Storm Drain Pipe	\$31.50	\$17,325.00	\$29.16	\$16,038.00	\$39.59	\$21,774.50	\$53.25	\$29,287.50	\$30.00	\$16,500.00	\$34.40	\$18,920.00
27 30" RG-RCP Class IV Storm Drain Pipe	\$68.25	\$91,796.25	\$63.72	\$85,703.40	\$79.18	\$106,497.10	\$76.11	\$102,367.95	\$65.00	\$87,425.00	\$67.38	\$90,626.10
28 60" Storm Drain Manhole (D-2)	\$4,200.00	\$16,800.00	\$3,240.00	\$12,960.00	\$2,400.00	\$9,600.00	\$5,191.00	\$20,764.00	\$4,000.00	\$16,000.00	\$2,980.00	\$11,840.00
29 Drain Inlet (D-5)	\$3,700.00	\$11,100.00	\$2,160.00	\$6,480.00	\$3,852.00	\$11,556.00	\$2,592.00	\$7,776.00	\$3,500.00	\$10,500.00	\$2,100.00	\$6,300.00
30 Install SD Plug	\$550.00	\$1,100.00	\$270.00	\$540.00	\$1,444.50	\$2,889.00	\$507.50	\$1,015.00	\$500.00	\$1,000.00	\$200.00	\$400.00
31 Tie-In To Existing Storm Drain	\$550.00	\$1,100.00	\$648.00	\$1,296.00	\$1,284.00	\$2,568.00	\$2,188.00	\$4,376.00	\$500.00	\$1,000.00	\$400.00	\$800.00
32 8" SDR-35 PVC Sanitary Sewer	\$23.00	\$15,525.00	\$20.52	\$13,851.00	\$22.47	\$15,167.25	\$33.25	\$22,443.75	\$22.00	\$14,850.00	\$18.48	\$12,474.00
33 48" Sanitary Sewer Manhole (S-1)	\$2,100.00	\$4,200.00	\$2,700.00	\$5,400.00	\$2,354.00	\$4,708.00	\$4,201.00	\$8,402.00	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
34 Install SS Plug	\$100.00	\$200.00	\$216.00	\$432.00	\$160.50	\$321.00	\$344.25	\$688.50	\$100.00	\$200.00	\$400.00	\$800.00
35 Tie-In To Existing Sanitary Sewer	\$265.00	\$2,650.00	\$648.00	\$6,480.00	\$2,354.00	\$4,708.00	\$1,193.50	\$2,387.00	\$250.00	\$500.00	\$200.00	\$400.00
36 Street Lights (Sun Valley, SL-6)	\$1,000.00	\$4,000.00	\$1,922.40	\$7,689.60	\$1,594.30	\$6,377.20	\$4,727.90	\$18,911.60	\$760.00	\$3,040.00	\$1,780.00	\$7,120.00
37 Street Lights (remove and replace existing street lights)	\$1,200.00	\$3,600.00	\$1,976.40	\$5,929.20	\$2,161.40	\$6,484.20	\$1,100.00	\$3,300.00	\$982.00	\$2,946.00	\$1,830.00	\$5,490.00
38 Tie-In to Existing Electrical Service	\$1,100.00	\$1,100.00	\$788.40	\$788.40	\$2,129.30	\$2,129.30	\$2,447.00	\$2,447.00	\$560.00	\$560.00	\$730.00	\$730.00
39 Street Lighting Pull Boxes	\$160.00	\$1,120.00	\$676.08	\$4,732.56	\$749.00	\$5,243.00	\$288.00	\$2,016.00	\$385.00	\$2,695.00	\$626.00	\$4,382.00
40 2#8 & 1#6 Conductors	\$3.75	\$9,618.75	\$3.75	\$9,618.75	\$5.75	\$46,062.50	\$3.25	\$8,337.50	\$4.40	\$11,286.00	\$3.47	\$8,900.55
41 2" PVC Conduit	\$2.60	\$4,563.00	\$11.45	\$20,094.75	\$9.63	\$16,900.65	\$4.17	\$7,318.35	\$6.40	\$11,232.00	\$10.60	\$18,603.00
<b>Total</b>		<b>\$472,682.00</b>		<b>\$476,624.00</b>		<b>\$492,935.12</b>		<b>\$572,986.55</b>		<b>\$689,484.15</b>		<b>\$5,454,498.48</b>

Notes:  
 \*\*Contractor had a computational error in Bid Items No. 14 and No. 18 resulting in the total bid shown, which is different from written bid of \$567,553.70

\*\*Contractor had an error in unit price for item No. 8 resulting in the total bid shown, which is different from written bid of \$513,929.93



# CITY OF VISALIA Disclosure Contractors and Consultants

**NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:**

Firm Name LARRY NELSON CONSTRUCTION INC.  
Firm Address 8444 DOE AVE VISALIA, CA 93291

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

GAYLE M. NELSON PRESIDENT  
LARRY N. NELSON U.P.

1-27-11  
Date

*Gayle M. Nelson* PRES  
Signature  
GAYLE M. NELSON  
Print Name & Title

1-26-11  
Date

*Larry Nelson*  
Signature  
LARRY NELSON U.P.  
Print Name & Title



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** February 07, 2011

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

**Agenda Item Wording:** Request authorization to award a construction contract and authorize the City Manager to execute an agreement for the "Walnut Avenue Street Widening Project" located at Walnut Avenue and Mooney Boulevard (between Central Street and 500' west of Mooney Boulevard) to the low bidder Witbro, Inc. (Seal Rite Paving) in the amount of \$958,151, for (Project No. 1241-9270/ RFB 10-11-33).

**Deadline for Action:** February 07, 2011, (to meet funding deadline)

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

**Contact Name and Phone Number:**

Manuel Molina, Associate Engineer – 713-4491  
Adam Ennis, Assistant Director of Engineering – 713-4323  
Chris Young, Community Development Director – 713 4392

**Department Recommendation:** Staff recommends that the City Council award a construction contract and authorize the City Manager to execute an agreement for the "Walnut Avenue Street Widening Project" to the low bidder Witbro, Inc. (Seal Rite Paving) in the amount of \$958, 151, for (Project No. 1241-9270/ RFB 10-11-33).

**Summary:** The City has a planned Capital Improvement Project to improve the Mooney Boulevard/Walnut Avenue intersection. The project will occur in two major phases. First, the vaults and conduits for the undergrounding portion of the work must be installed. This is the portion of the project that council awarded in January 2011. This will be completed by mid-March followed by Southern California Edison "undergrounding" the distribution and communication lines and moving the transmission lines to new steel poles (completion scheduled for the end of April).

The second phase ("Walnut Avenue Widening Project" - the project being awarded tonight) will commence once the utility undergrounding phase is complete. This project will improve the Walnut and Mooney intersection in collaboration with the recently completed Caltrans project that has upgraded State Route 63 (Mooney Boulevard) from a four to a six-lane divided highway from Packwood Creek to Noble Avenue. The Caltrans project also modified the widths of the medians, lanes, shoulders, and sidewalks. This will be the second major intersection along Mooney Boulevard that the City of Visalia will be improving to accept the dual left turn lanes that were added by the Caltrans project. This project will increase the intersection capacity per the City's Circulation Element.

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 15

**Review:**

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

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

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

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

In addition, the scope of work will also include modification of the Traffic Signal, extension of the storm drain and relocation of various utilities including water, electrical and sewer.

**Background:**

On January 26, 2011, the City of Visalia received seven (7) bids for the “Walnut Avenue Street Widening Project”.

The Engineer’s Estimate for construction was \$1,100,000, and did not include project management, inspection, testing and staking. The result of the bid is shown below.

<b><u>BIDDER NAME</u></b>	<b><u>LOCATION</u></b>	<b><u>BID AMOUNT</u></b>
1. Seal Rite Paving	Clovis	\$ 958,151
2. Emmett’s Excavation	Clovis	\$ 990,000
3. Don Berry Construction	Selma	\$1,192,233
4. Teichert Construction	Fresno	\$1,173,548.15
5. R.J. Berry Construction	Selma	\$1,296,401.85
6. American Paving	Fresno	\$1,415,275
7. Lee’s Paving	Visalia	\$1,429,741.50

Seal Rite Paving has previous project experience with the City of Visalia as the contractors for the off-site improvements at the River Way Sports Park. That project was completed satisfactorily.

**Prior Council/Board Actions:** Approved Mitigated Negative Declaration March 2002.

**Committee/Commission Review and Actions:**

**Alternatives:** Reject the bid and re-advertise

**Attachments:** Exhibit “A” - Project location sketch,

**Recommended Motion (and Alternative Motions if expected):**  
 Move for City Council to award a Construction Contract and authorize the City Manager to execute an agreement for the “Walnut Avenue Street Widening Project” located between Central Street and 500’ west of Mooney Boulevard (SR63) Project to the low bidder, Witbro Inc., (Seal Rite Paving), in the amount of \$ 958,151, Project No. 1241-9270/RFB 10-11-33)

***Financial Impact***

**Funding Source:** Account Number: 1241-9270

Total Estimated cost:	\$1,100,000	New Revenue:	\$ N/A
Amount Budgeted:	\$1,900,000.00	Lost Revenue:	\$ N/A
New funding required:	\$0	New Personnel:	\$ N/A

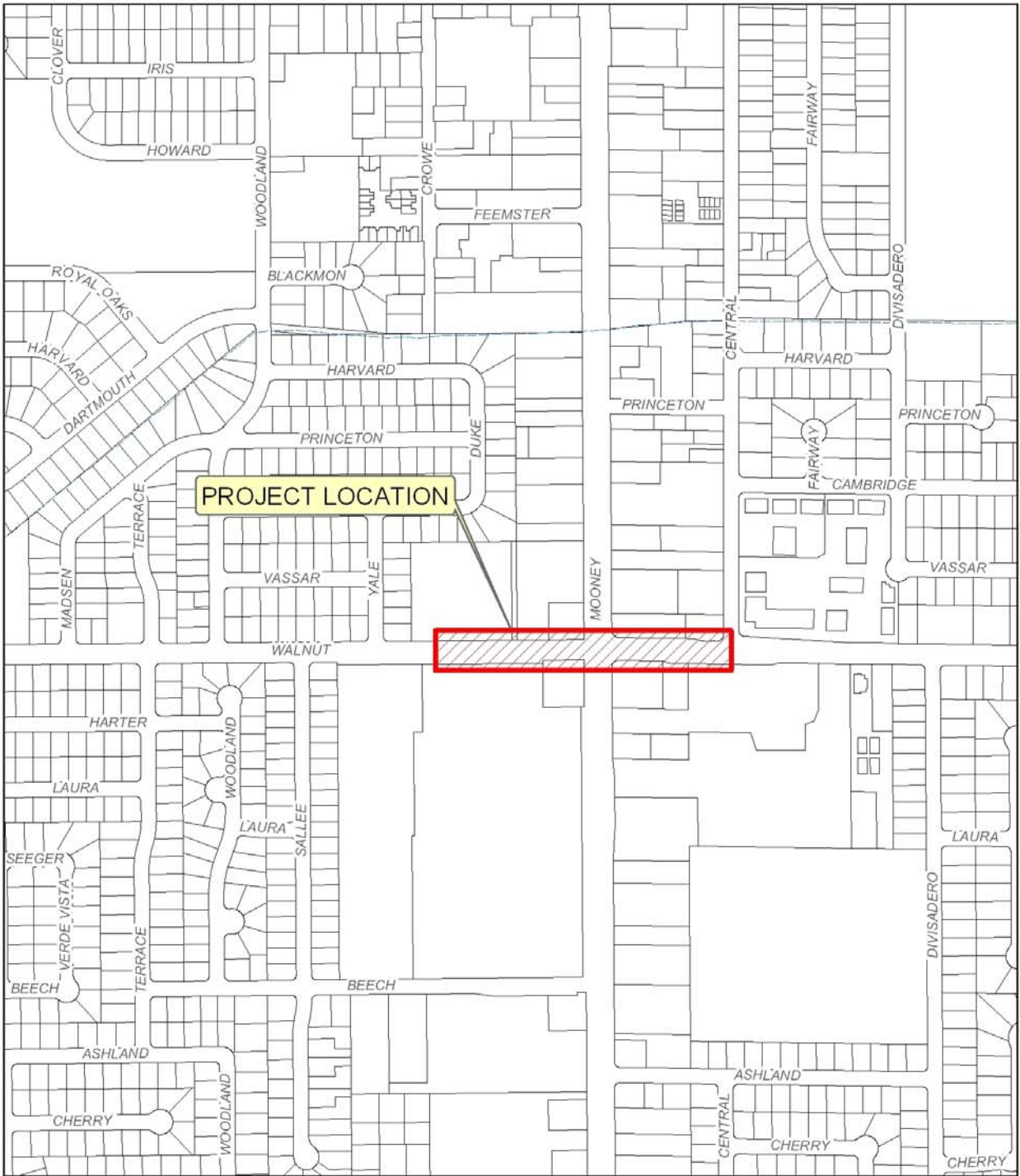
Council Policy Change: Yes  No

**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)*

**CEQA Review:** MND approved March 2002

**NEPA Review:** Finding of No Significant Impact (FONSI), May 24, 2010

Copies of this report have been provided to:



## Walnut Avenue Street Widening Location Map



Scale: 1"=500'

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** February 7, 2011

**Agenda Item Number (Assigned by City Clerk):** 10k

**Agenda Item Wording:** AUTHORIZE THE CITY MANAGER TO NEGOTIATE A LEASE OF THE OVAL PARK SERVICE BUILDING WITH VISALIA RESCUE MISSION FOR A 54 MONTH TERM; ASSESSOR PARCEL NO. 094-036-001.

**Deadline for Action:** None

**Submitting Department:** Housing and Economic Development

**Contact Name and Phone Number:** Ricardo Noguera, Housing & Economic Development Director (x4190); Tracy Robertshaw, Code Enforcement Officer (x4187)

**Department Recommendation:** Authorize the City Manager to negotiate a lease for the Oval Park Service Building with the Visalia Rescue Mission to utilize the building for health, education and social service programs and activities for the local community for a period of 54 months and return with an executed agreement on February 22, 2010.

**Discussions with Visalia Rescue Mission.** The City has maintained a very positive working relationship with the Visalia Rescue Mission (VRM) for several years. Over the past several months City staff has been exploring the idea of VRM managing the facility and operating programs and services geared toward recreation, counseling, etc. VRM's Director, Danny Little, has been meeting with City representatives to further refine the kinds of programs and services which could function in the building and also draw families to the park. As part of its lease agreement with the City, VRM will develop, with input from the City, a variety of activities which can function in the building and park. In consideration for the lease of the building, VRM will undertake a project of improvements to the building to make it suitable for the proposed uses and will upgrade the building to meet current building codes; will cover costs for utilities, provide up to \$3,000/year for maintenance and repairs, maintain insurance, and hire an Activities Coordinator who will oversee the delivery of programs and services for area residents Monday through Saturday from morning to evening. The Activities Coordinator will reach out to local business and other non-profits to establish leisure and recreational activities that will benefit the community. There is also the opportunity for VRM to coordinate with community groups and local businesses to host musical events in the park as well as the farmers market. Changes in the neighborhood and park will not occur immediately. It will require a dedicated partnership between VRM, the City, area residents and businesses. VRM is prepared to conduct the necessary rehabilitation of the building at their cost to assure that it is compliant

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.):5\_\_

**Review:**

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

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

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

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

with the American with Disabilities Act and begin establishing programs and services to support area residents.

**The City's Role.** The Parks and Recreation Department will be responsible for overseeing the lease agreement with VRM and meeting with their representatives on an ongoing basis. VRM will develop programs and services for review by the City. VRM will have conducted an independent audit of its activities under the lease, and will provide quarterly and annual reports to the City on the programs and services provided to the local community.

**Outreach to Area Residents, Businesses and Property Owners.** Area businesses and property owners proved to be vocal during the preparation of the Oval Park Transportation Improvements Plan. City staff will work with VRM to conduct outreach to area residents, businesses and property owners throughout this process to ensure their concerns and interests are adequately addressed.

### **Proposed Process Moving Forward**

Staff proposes the following next steps occur as it relates to VRM and the Oval Park Service Building:

- Execute a lease agreement with VRM for a fifty four (54) month period;
- Housing and Economic Development Staff and VRM conduct outreach to key stakeholders in the neighborhood to ascertain their concerns/issues;
- VRM hires an architect to coordinate preparation of plans for the building. The agency will be responsible for obtaining the proper permits from the City.
- VRM hires a general contractor to complete renovations to the building;
- While plans are being drafted and construction taking place, VRM develops an Activity Program Guide for programs and services to function in the building and park; and meet with the Parks and Recreation Department staff for their input.

### **Background/History on the Oval Park Service Building and Park.**

In 1875, the Lincoln Oval Park became Visalia's first City Park. This park is located in an area recognized for its historical significance to Visalia. In 1893, City leaders recognized that the park was deteriorating and work commenced to revitalize the area. In 1897, the first City high school was located on the site and in 1922 the school was demolished and the area was returned for use as a park.

The Oval Park Service building was constructed in 1982 and operated for a number of years as a utility payment service center. However, since the closure of the payment center in November 2006, the building has remained vacant.

**The City's Attempts to Fill the Service Building.** Over the past few years, the City has made numerous attempts to utilize the building. Realtors were hired to solicit interests from private businesses to rent the building, however there has been little interest in leasing the building since the Service Center closed. This may be partially due to the location of the building in the park (not a typical commercial space) and matching services to local clientele. There are a number of community-centric projects and activities in the immediate vicinity of the Oval Park area, discussed below, which should facilitate and benefit from utilizing the Service Center building for programs and services to benefit the local community.

### **Proximity to the Community Campus**

The City has been assembling land at the Community Campus for the past 5-10 years and has taken great strides towards improving the surrounding Oval Park area with the development of the Community Campus; including the addition of a new police substation, amphitheater, water fountain and three community-serving non-profit agencies (CSET, Proteus and Boys Scouts). The addition of the Community Campus has resulted in providing enhanced police, employment and educational services for the surrounding neighborhood, including the Oval Park area.

### **Wittman Center/Village Park**

The City has recently completed the rehabilitation of Village Park and the Wittman Center. This was funded through a combination of a State Park Grant and CDBG monies. The improvements to the park and Wittman Center have provided a recreational outlet to area youth. The newly refurbished Village Park and amphitheater at the Community Campus have provided an alternative to the Oval Park for area youth for athletic and outdoor activities.

**City Awarded an Environmental Justice Grant from Caltrans.** In 2007, the City was awarded a \$135,000 grant from Caltrans to study improvement of pedestrian and traffic safety around the park. In 2008, the City awarded a consultant contract to a local planning consultant firm; TPG Consulting to prepare a Plan for the Oval Park and immediately surrounding area. TPG was selected based on a community effort involving local residents, businesses and non-profit agency representatives serving on the selection panel. Over the next sixteen (16) months, TPG consultants and city staff held town hall meetings and charettes throughout the neighborhood to gain input from local residents and businesses. The City Council also played a very active role attending the meetings and holding workshops to invite input from local residents and businesses. In addition, The Parks & Recreation Commission and North Visalia Advisory Committee participated in the planning process. In the Fall of 2009, City Council accepted the Plan and it was also submitted to Caltrans for their review. City staff also met with Caltrans officials to gain their input and discuss concerns.

In the Spring of 2010, the City selected Omni Means Traffic Engineers to complete engineering drawings for the roadways surrounding the park. This plan does not include any improvements to the park but solely focuses on improving pedestrian and traffic safety. The Plan is complete in draft form and will soon be presented to Caltrans officials for their input. Preliminary cost estimates for the roadway improvements are approximately \$540,000. Improvements call for striping lanes; adding bulb outs to aid pedestrians crossing the streets; bicycle lanes, etc. to improve pedestrian and traffic safety in the immediate area. The City is seeking funding for the improvements.

**A Request for Proposal (RFP) for the lease of the Oval Park Service Building.** While city engineers have worked closely with Omni Means to design road improvements, staff of Housing & Economic Development, Parks & Recreation, and the Police Departments have continued to explore ways to improve the park itself. In July 2010, the City released a Request for Proposal (RFP) to local non-profit agencies to consider leasing the building and operating programs and services for area residents. Unfortunately, there were no responses received from area non-profit agencies to lease the building. There were some organizations offering to administer programs but not on a regular basis. The City's desire was to recruit and negotiate a lease with a stable neighborhood-oriented organization which could offer a variety of programs and services for the surrounding neighborhood in the building on a daily basis. These activities would result in positively impacting the neighborhood over time.

**Prior Council/Board Actions:**

- January 22, 2008- Approved contracts with Caltrans for the Environmental Justice Planning Grant
- August 18, 2008- Awarded contract for traffic study to TPG Consultants
- August 16, 2010- Awarded contract for traffic design improvements to Omni Means

**Committee/Commission Review and Actions:**

N/A

**Attachments:**

- Lease Agreement for Oval Park Service Building
- Map of proposed traffic improvements

**Recommended Motion (and Alternative Motions if expected):** Authorize the City Manager to negotiate a lease the Oval Park Service Building to the Visalia Rescue Mission for a period of 54 months and return on February 22, 2011 with an executed lease agreement.

***Environmental Assessment Status***

**CEQA Review: n/a**

**NEPA Review: n/a**



**Lease Agreement Between  
Visalia Rescue Mission, Inc. and the City Of Visalia for the  
Lincoln Oval Park Service Building**

**THIS LEASE AGREEMENT** (hereinafter "Agreement") is made and effective \_\_\_\_\_, 2011, by and between the CITY OF VISALIA, a Municipal Corporation and charter law city of the State of California (hereinafter "CITY"), and VISALIA RESCUE MISSION, INC. a Non-Profit Public Benefit Corporation (hereinafter "VRM"). CITY and VRM may be individually referred to herein as a "Party" and may be collectively referred to herein as the "Parties."

**R E C I T A L S**

**WHEREAS**, CITY owns the building and appurtenances located within the boundaries of the CITY'S Lincoln Oval Park (hereinafter the "Park"); and

**WHEREAS**, the building in the Park is located at 808 North Court Street, and is known as the Oval Park Service Center Building (hereafter "Center"); and

**WHEREAS**, since the early 1980s, the Center was operated for the purpose of providing a location for the neighborhood residents to pay public utility bills; and

**WHEREAS**, since 2006, the Center has remained vacant; and

**WHEREAS**, VRM desires to lease the Center in order to provide a variety of support services and programs for the local community; and

**WHEREAS**, the purpose of this Agreement is to document the terms and conditions under which VRM will lease the Center.

**NOW, THEREFORE**, for the consideration described herein and performance of the covenants to be performed by the CITY and VRM pursuant to this agreement, CITY agrees to lease the Center to VRM, and VRM agrees to lease the Center from the CITY, on the terms and conditions set forth as follows:

1. PREMISES. Except as otherwise provided in this Agreement, reference to the "Leased Premises" shall be to the Center, identified herein as the building located in the Park with a street address of 808 North Court Street. The Leased Premises shall consist of the Center building and appurtenances thereto, including any improvements now or hereafter located on or within the Leased Premises, without regard as to whether ownership of the improvements is in the CITY or VRM.
2. TERM OF AGREEMENT. The term of this Agreement shall be 54 months, commencing on \_\_\_\_\_, 2011 and ending on \_\_\_\_\_, 2015, unless earlier terminated as provided herein.

3. TERMINATION.

- a. Either Party shall have the right to terminate this Agreement on the anniversary date of the commencement of this Agreement by giving thirty (30) days notice in accordance with the notice provisions of Section 12 herein.
- b. Either Party shall have the right to terminate this Agreement based on the other's failure to comply with the terms, covenants and requirements contained herein. Prior to termination, the non-breaching Party shall provide written notice in accordance with the notice provisions of Section 12 herein to the other Party identifying the breach and providing for thirty (30) calendar days for the breaching party to cure. If the breaching Party has not cured the breach within thirty (30) calendar days from the date notice was completed pursuant to the notice provisions of Section 12, the non-breaching Party may terminate the Agreement by providing the breaching Party with written notice of termination in accordance with the notice provisions of Section 12 herein, and therein specifying the effective date of the termination.
- c. If the Center shall be partly or completely destroyed by fire or other casualty, the CITY shall not be required to repair same and may elect not to rebuild the Center, or any portion thereof, and may terminate this Agreement by delivering notice of such election to VRM in accordance with the notice provisions of Section 12 within six (6) months of the occurrence of such destruction.
- d. Upon the termination of this Agreement, VRM shall surrender possession of the Center to the CITY and shall, at the time of surrender, leave the Center in as good order and condition as said Center was at the inception of this Agreement, ordinary wear and tear, and damage by the elements, fire, earthquake, flood, act of God, or public calamity, excepted. Upon surrender of the Center, VRM shall not be entitled to relocation expenses under any circumstances.

4. PARK GROUNDS AND FACILITIES. CITY hereby permits VRM to use the Park grounds surrounding the Center in furtherance of the services and programs it will conduct at the Center as described further in Section 6 of this Agreement. VRM'S use of the Park shall be non-exclusive, and shall be consistent with the rights, responsibilities and obligations of the general public for the use of the Park. Maintenance of the Park shall be the sole responsibility of the CITY. CITY'S obligation to maintain the Park shall include maintenance of the flower beds adjacent to the Center.

5. IMPROVEMENTS TO CENTER.

- a. CITY and VRM agree that in consideration for CITY'S lease of the Center to VRM, VRM shall undertake a project of improvements to the Center, to be paid for from funds provided by VRM, including but not limited to those improvements necessary to reconfigure

the interior of the Center in a manner suitable for the services and programs described in Section 6 of this Agreement. The improvements to be undertaken by VRM shall be hereinafter referred to as the "Center Improvements."

- b. CITY and VRM shall meet and confer to determine the specific features of the Center Improvements to be made, and a specific timeframe for construction of such improvements. VRM shall provide the CITY with an opportunity to review the proposed Center Improvements by appropriate CITY staff. No Center Improvements shall be undertaken without the express written approval of CITY and that approval of the proposed Center Improvements shall not be unreasonably withheld by CITY.
- c. Once the CITY and VRM have agreed on the scope of the Center Improvements, the Parties shall solicit a qualified contractor for the Center Improvements project through the competitive bidding process required by the California Public Contract Code. Upon selection of a qualified bidder by the parties, VRM shall contract directly with the qualified bidder selected by the Parties for the completion of the Center Improvements. VRM shall require all contractors who perform work on the Center to provide evidence of general liability insurance and workers compensation insurance in a manner that is consistent with CITY policy regarding contracts for work on CITY owned property, as shall be determined by CITY.
- d. CITY and VRM agree that all reasonable efforts will be made to complete the Center Improvements in accordance with the agreed upon schedule. The Center Improvements shall meet all building code requirements, and shall include all acts necessary to conform the Center to all requirements of the American with Disability Act. VRM shall be responsible for submitting all plans necessary to obtain the necessary building permits for the Center Improvements. CITY and VRM shall cooperatively obtain any other permits or approvals which may be required for the Center Improvements.
- e. Upon expiration of the term of this Agreement, the Center Improvements constructed by VRM shall become the sole property of the CITY.
- f. If the CITY terminates the agreement prior to the end of the term pursuant to Section 3(a) herein, VRM shall be eligible for reimbursement of a prorated share of the cost of the Center Improvements. The prorated share of the Center Improvements to which VRM shall be entitled shall be determined by dividing the period of time VRM occupied the Center by the total term of this Agreement, and then by multiplying that number and the total cost of the agreed to Center Improvements.

6. VRM USE OF CENTER. VRM covenants and agrees to:
- a. Use the Center, and as deemed necessary by VRM maintain staff at the Center, to provide health, education, and social support services and programs to the local community as agreed to by VRM and CITY, and as further described herein.
  - b. During the term of this Agreement, VRM agrees to pay for all routine maintenance and repairs to the Center, in an amount not to exceed Three Thousand Dollars (\$3,000.00) per year (hereinafter "Annual Maintenance Obligation"). Routine maintenance and repairs shall include, but not be limited to, the repair and/or replacement of electrical, heating and cooling systems, plumbing fixtures, exterior paint, the lights and security system around the perimeter of the building, and other necessary maintenance activities which are the result of normal wear and tear to the Center. Any necessary maintenance improvements or repairs which will cause VRM to exceed its Annual Maintenance Obligation shall be the responsibility of the CITY. VRM is required to obtain written CITY approval prior to conducting any structural changes to the building. Any additional tenant improvements that VRM might wish to undertake which are not related to maintenance of the building, including but not limited to paint, window treatments, and decorations, shall not be applied toward the Annual Maintenance Obligation.
  - c. VRM shall establish a regular schedule of health, education or social services and programs which it will provide for the local community at the Center. Prior to implementation of any service or program, it shall be submitted to the CITY for review and approval, which approval shall not be unreasonably withheld. VRM shall be entitled to maintain and enhance its current partnerships and programs, and to collaborate with new agencies, to provide additional or varied services and programs. VRM shall be entitled to hire subcontractors to provide services and programs. Services and programs shall not include disbursement of any donated items (food or otherwise) to the public. VRM shall be entitled to assess, refine, and designate hours of service at the Center, however, operation of the Center shall at a minimum consist of no less than six days per week and ten hours per day.
  - d. Conduct and pay for routine cleaning of the Center, including, janitorial services which include but are not limited to, cleaning of restrooms, floors, windows and trash disposal. VRM shall also establish and pay for all public utilities provided to the Center, including but not limited to phone, water, gas, electricity, and garbage removal service.
  - e. Prepare a quarterly report for the CITY. This report shall include a description of the services and programs provided during that quarter, and shall include average daily and monthly attendance information for the quarter and any other information the VRM

board deems necessary. This report shall be provided to the Parks and Recreation Director at 345 North Jacob Street, Visalia, CA 93291. This report shall be submitted by the end of August, November, February and May during the Term of this Agreement.

- f. Perform an annual independent audit of all VRM activities in conjunction with all VRM services and program undertaken at the Center. Provide a certified copy of the audit to the CITY.
- g. Prepare and present to City Council an annual report summarizing the programs and services provided at the Center.
- h. Attend the North Visalia Advisory Committee meetings which are held the second Thursday of each month.

7. INSPECTIONS.

- a. At the commencement of this Agreement, VRM and CITY shall perform a walk-through of the Center.
- b. On or before April 1 of each year, VRM and CITY shall conduct an inspection of the Center to confirm that the Center has maintained at the minimum standards set forth herein, and that the Center is in a condition comparable to the inspection required by subsection (a) above.

8. INSURANCE.

- a. Required Policies: VRM agrees to immediately secure and maintain during the Term of this Agreement, and prior to commencement of any work hereunder, insurance coverage as follows:
  - 1.) Worker's Compensation as required by law.
  - 2.) Commercial General Liability and Property Damage: Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include products/completed operations liability, owners and contractor's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage.
  - 3.) Commercial Automobile Public Liability and Property Damage: Automobile Public Liability and Property Damage Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
  - 4.) Board of Directors Insurance: Board of Directors Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence

- b. Additional Insured: The General Liability/Property Damage & Automobile Liability/Property Damage policies shall:
- 1.) Name CITY, its appointed and elected officials, officers, employees and agents as additional insureds;
  - 2.) Be primary with respect to any insurance or self-insurance programs maintained by CITY;
  - 3.) Shall apply separately to each insured against whom claims are made or suit is brought, except with respect to limits of the insurer's liability;
  - 4.) Contain standard cross-liability provisions.
- c. Each required policy shall provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written notice to CITY.
- d. Each required policy shall be endorsed to include a waiver of subrogation against the CITY, its officers, officials, agents and employees.
- e. This insurance shall be maintained during the Term of this Agreement until the Term expires, if an occurrence policy form is used. If a claims-made policy is used, coverage shall be maintained during the Agreement Term and for a period extending five (5) years beyond the Agreement Term. VRM shall replace such certificates for policies expiring prior to the expiration of the Term of this Agreement and shall continue to furnish certificates five (5) years beyond the Agreement Term, when VRM utilizes claims-made form(s).
- f. If VRM for any reason fails to maintain insurance coverage which is required pursuant to this Agreement; the same shall be deemed a material breach of this Agreement.
9. INDEMNIFICATION. Both Parties agree to indemnify and save harmless each agencies officers, officials, agents, employees and assigns from and against any and all claims, demands, suits, loss, damage, injury and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of this Agreement, including delivery and unloading of supplies and equipment, regardless of the passive, concurrent negligence on the part of each party or anyone acting under its direction or control or on its behalf. It is further the intent of the Parties that this indemnification requirement is not intended to relieve the Parties from liability for the active negligence, its officers, appointed and elected officials, agents and employees. This hold harmless clause is in no way an admission of liability on the part of either Party, or any of its officers, officials, agents or employees.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

10. NO PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be construed to render CITY in any way or purpose a partner, joint venture, or associate in any relationship with VRM other than that of lessor and lessee, nor shall this Agreement be construed to authorize either party to act as agent for the other Party. Further, VRM represents it is a non-profit corporation, governed by a board of directors, and administered by a Director hired by the Board, and agrees that all employees, agents, subcontractors, independent contractors hired in furtherance of the programs and activities of VRM are hired by VRM and not by CITY and are not employees, agents, or subcontractors of CITY.
11. NON-DISCRIMINATION. VRM shall not discriminate in provision of programs and services hereunder on the basis of race, color, national origin, ancestry, gender, disability, religion, or political affiliation.
12. NOTICES. Any notice, demand, or communication required or permitted to be given by the terms of this Agreement, or by any law, may be given by either party by depositing said notice, demand, or communication in the U.S. Mail, postage prepaid, addressed to the other at the party's address or any new address provided by such party in writing to the other. Service of said notice, demand, or communication shall be complete five (5) calendar days after deposit of said notice, demand, or communication in the mail.

Notices and communication concerning this Agreement shall be sent to the following addresses:

CITY

City of Visalia  
425 E Oak  
Visalia, California 93291  
Attn: City Clerk

VRM

VRM, Inc  
500 E. Race  
Visalia, CA 93291  
Attn: Danny Little

Either party may, by notice to the other party, change the address specified above. Service of notice of change of address shall be complete when received at the designated address.

13. MISCELLANEOUS PROVISIONS.
  - a. Authority: CITY and VRM and its respective signatories represent that the signatory holds the position set forth below his/her signature and that the signatory is authorized to execute this Agreement and to bind said party hereto.
  - b. Assignment: Neither this Agreement nor any of the rights hereunder may be assigned without prior written consent of CITY.

- c. Interpretation/Headings: The headings/captions are for convenience and reference only and are not intended to define or limit the scope of any provision and shall have no effect on the Agreement's interpretation. When required by the context of this Agreement, the singular shall include the plural.
- d. Integration/Amendment: This Agreement, and VRM' Proposal represents the complete and entire understanding between the parties as to those matters contained herein. This Agreement may only be modified or amended in writing and signed by both parties.
- e. Severability: If any term, condition, covenant, provision or part thereof of this Agreement is, or is declared, invalid, void or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect.
- f. Governing Law: The laws of the State of California shall govern the interpretation and enforcement of this Agreement and any legal actions arising out of the terms of this Agreement shall be brought in Tulare County.
- g. Attorney's Fees/Costs: In the event of legal action arising from this Agreement, the non-prevailing party agrees to pay the prevailing party reasonable attorney's fees and costs.
- h. Contract Enforcement: The City Manager of City shall be responsible for the enforcement of this Agreement on behalf of City and shall be assisted therein by those officers and employees of City having duties in connection with the administration thereof.

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- i. Cumulative Rights and Remedies: Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement on the date first written above.

CITY OF VISALIA

VRM, Inc.

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Chief Executive Officer

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Risk Manager

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** February 7, 2011

**Agenda Item Number (Assigned by City Clerk):** 11

**Second reading and adoption of Ordinance No. 2011-01-A and 2011-01-B,** Zoning Text Amendment No. 2010-12: A request by the City of Visalia to amend portions of Title 17 of the Visalia Municipal Code pertaining to proposed changes to Zoning Ordinance Section 17.48 related to Subdivision and Kiosk Signs.

**Deadline for Action:** None

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

**Contact Name and Phone Number:**

Andrew Chamberlain, Senior Planner 713-4003  
Paul Scheibel, AICP, Planning Services Manager 713-4369  
Chris Young, Community Development Director, 713-4392

**Department Recommendation:** Staff recommends that the City Council conduct the second reading and adoption of Ordinance No. 2010-01-A and & 2010-01-B for Zoning Text Amendment No. 2010-12, amending Subdivision Signs, and terminating the Subdivision Kiosk Sign Program.

**Summary:** At the January 18, 2011 public hearing, The City Council directed several revisions to the proposed amendment. These revisions have been incorporated into this action, including separating the Subdivision Signage changes from the Kiosk Sign Program changes into two separate Ordinance components.

**Discussion:**

**Zone Text Amendment No. 2010-12:** The City Council directed the following revisions during the public hearing (first reading) and directed these revisions be included in the Ordinance for the second reading. These revisions are noted as follows:

Separation of the Subdivision and Kiosk Amendments: During the January 18, 2011, City Council meeting, the Council directed staff to separate the Subdivision Sign changes from The Kiosk Sign Program changes. This action has been divided into Ordinance No. 2010-01-A for Subdivision Signage, and 2010-01-B for the Kiosk Sign Program to allow separate Council actions on both items.

Subdivision Signage: City Council directed staff to incorporate changes into the Subdivision Signage changes as recommended by the Planning Commission; including: Definition of 'subdivision', reduce the maximum height and further specify allowable locations for subdivision

**For action by:**

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

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 20

**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.

signs, and expand their allowed commercial message content. The Ordinance text changes are shown below:

Definition of a Subdivision: Section 17.48.080-F-1-a has been revised to provide the following language to define a subdivision:

a. For the purposes of this Section 17.48.080(F), a residential subdivision is defined as a housing project within a recorded tract with ten (10) or more parcels being offered for sale with existing new units or units to be constructed by the developer of the residential subdivision.

Allowable Height and Locations for Subdivision Signs: Section 17.48.080-F-2-a/b have been revised to clarify the locations for off-site signs related to residentially designated property as follows (changes in *italics*):

a. Up to four (4) offsite temporary subdivision signs with a size not to exceed 4'x8' per sign (32 sq. ft. per face) and a height *not to exceed eight (8) feet* may be permitted per residential subdivision. Signs may be single- or double-faced, or V-shaped if the angle between the two faces does not exceed 45 degrees. *Signs shall be located on private, non-residential zoned parcels, or on private, residential zoned parcels that are part of an undeveloped residential subdivision (as defined in section 1 hereof) and that are unoccupied, vacant and otherwise free from any structures or buildings.* Signs shall not be made or constructed from cloth, bunting, plastic, paper or similar material. Banners and flags with or without an advertising message shall not be permitted offsite.

b. In addition to any sign permitted pursuant to subdivision a. above, up to four (4) offsite temporary subdivision signs in an A-frame configuration, with a size not to exceed twelve (12) square feet per face or four (4) feet in height, may be permitted per residential subdivision. A-frame signs shall be located on private, non-residential property or on public property behind any existing sidewalks, and in such a manner so as to not to create a safety hazard by obstructing the clear view of, or otherwise hinder or impede, pedestrian and vehicular traffic. A-frame signs may only be displayed during the operating hours for the residential subdivision sales office, and may be located no further than one thousand five hundred (1,500) feet from the subject residential subdivision entry. *A-frame signs may be allowed on residential zoned parcels within an undeveloped residential subdivision (as defined in Section 1 hereof) that is unoccupied, vacant and otherwise free from any structures or buildings.*

Commercial Message: Section 17.48.080-F-2-c has been revised to clarify the allowable commercial message for the temporary off-site subdivision signs as follows:

c. Offsite temporary subdivision signs may only contain commercial messages thereon pertaining to the sale of units in a residential subdivision, and shall not be illuminated.

Subdivision Kiosk Sign Program: City Council directed staff to clarify the language for the placement of placards on Kiosk signs to identify the amount of time a placard must be on a Kiosk sign to be considered to be in use rather than vacant.

Section 17.48.040-T has been revised to clarify the timing for placards on kiosk signs as follows (changes *italics*):

T. Subdivision Kiosk Signs. Any subdivision kiosk sign existing prior to January 1, 2011, and for which a permit was previously issued, shall be regarded as a permitted nonconforming use which may be continued until January 1, 2012; provided that it continues to be operated and maintained in compliance with the requirements of

the permit under which it was issued and in accordance with all applicable requirements of the Visalia Municipal Code. *Inactive subdivision kiosk signs which do not contain at least one placard with a directional arrow indicating the location of a subdivision which has been or will be maintained upon the kiosk sign for thirty (30) or more consecutive days shall be deemed to be a non-permitted nonconforming use and shall be immediately removed.* A subdivision kiosk sign that has been the subject of two or more graffiti removal notices by code enforcement personnel shall no longer be considered a permitted nonconforming use and shall be subject to an immediate removal order.

**Prior Council/Board Actions:** On January 18, 2011, the City Council conducted a public hearing on this item and took public comments. The Council split the action into two motions and voted (4-1, Shuklian/No) to approve the Subdivision signage ordinance amendments with the directed changes, and voted (4-1, Link/No) to approve the Kiosk Sign Program ordinance amendments with the directed change.

**Correspondence Received:** The attached correspondence is from Glenn Aochi, representing New Directions, a kiosk sign provider. Mr. Aochi's letter states a concern over the abatement of graffiti on kiosk signs and that he will be filing an appeal to the City Council's decision regarding the graffiti abatement process. The City staff's response to these points is as follows:

**Graffiti Abatement:** The Council discussed the abatement process at the January 18, 2011, public hearing and determined that the abatement process was to be the same as for other graffiti actions. Council considered the Planning Commission recommendation in taking this action, but determined that it was appropriate to keep the abatement language as originally proposed, as shown in this ordinance amendment. The rationale for the graffiti provision as it relates to kiosks is that a sign owner is obligated to keep the kiosk graffiti free, and to "promptly" remove graffiti that does appear. Code Section 9.16.070(C) clearly gives the property owner a short period of time after any of those events to remove the graffiti. If it is "promptly" removed as Section 9.16.070(C) requires and allows, then no notice will issue from the City. If graffiti has been on the sign and has not been promptly removed, then a violation has occurred and the notice of the violation is then issued.

**Appeal Process:** As an action of the City Council, the ordinance adoption is not appealable since the City Council sits as the final deciding authority for ordinances.

**Alternatives:** The City Council may:

1. Approved the ordinance as contained in this transmittal; or
2. Propose further modifications to the ordinance as presented and refer the matter back to the Planning Commission for review and action; or
3. Take no action at this time.

Attachments:

- Attachment 1 - Ordinance No. 2011-01-A (Subdivision Signage)
- Attachment 2 - Ordinance No. 2011-01-B (Kiosk Sign Program)
- Attachment 3 - Letter from Glenn Aochi, representing New Directions

**Recommended Motions: (two motions required)**

1) I move to adopt **Ordinance No. 2011-01A** pertaining to Temporary Subdivision Signs for Zone Text Amendment No. 2010-12, amending portions of Title 17 of the Visalia Municipal Code.

2) I move to adopt **Ordinance 2011-01B** pertaining to Subdivision Kiosk Signs for Zone Text Amendment No. 2010-12, amending portions of Title 17 of the Visalia Municipal Code.

***Environmental Assessment Status***

**CEQA Review:** This action consists of amending the regulations for temporary signs which will not result in a change of land use or density whereby the proposed changes are considered Categorical Exempt under Section 15305 and a Categorical Exemption was prepared for this project, consistent with the California Environmental Quality Act (CEQA). Staff recommends that Notice of Exemption No. 2010-53 be adopted for this project.

**NEPA Review:** Not Required

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

Copies of this report have been provided to:

- Home Builder's Association
- Tulare County Association of Realtors
- Visalia Chamber of Commerce Governmental Affairs Committee
- Donna Measell, Motivational Signs Inc.
- Glenn Aochi, New Directions
- Jason Mayes, Sme Builders
- City Subdivider & Builder List (19 companies)

**ORDINANCE NO. 2011- 01 - A**

**AN ORDINANCE OF THE CITY OF VISALIA TO AMEND PORTIONS OF CHAPTER  
17.48 OF THE VISALIA MUNICIPAL CODE PERTAINING TO  
TEMPORARY SUBDIVISION SIGNS**

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

**Section 1:** The Planning Commission of the City of Visalia recommends that the City Council adopt Zone Text Amendment No. 2010-12, and find it to be in accordance with Section 17.44.070 of the Zoning Ordinance of the City of Visalia.

**Section 2:** Consistent with its control over municipal affairs and the powers vested in the City of Visalia through the California Constitution, the City of Visalia is authorized to secure and promote the public health, comfort, safety and welfare of its citizenry. Therefore, the City Council of the City of Visalia hereby amends the Zoning Ordinance "Title 17" of the Municipal Code as provided in the following Sections.

**Section 3:** Section 17.48.080-F of the Visalia Municipal Code is hereby amended to read as follows:

F. Temporary Subdivision Signs.

1. Temporary subdivision signs for a residential subdivision shall require a sign permit.
  - a. For the purposes of this Section 17.48.080(F), a residential subdivision is defined as a housing project within a recorded tract with ten (10) or more parcels being offered for sale with existing new units or units to be constructed by the developer of the residential subdivision.
  - b. Sign permit applications for temporary subdivision signs will be reviewed by the city planner, or designee of the city planner. A single programmatic permit may be issued on a per residential subdivision basis for all temporary subdivision signs attributable to a particular residential subdivision.
  - c. Sign permits for all offsite temporary subdivision signs shall expire not later than six months after issuance. The city planner shall have the discretion to grant an extension or extensions of the permit's duration, however, under no circumstances may the permit extend beyond such time that the residential subdivision developer has completed the sale of all dwelling units in the residential subdivision.
  - d. Written evidence of the property owner's consent must be presented with an application for a sign permit for temporary subdivision signs not located on the applicant's property.
  - e. The city planner, or the designee of the city planner, may deny an application for a temporary subdivision sign permit or programmatic permit, or may revoke an existing temporary sign permit or programmatic permit where, an applicant, permittee, or residential subdivision developer fails to comply with any of the provisions of this Chapter.

2. Offsite temporary subdivision signs.

a. Up to four (4) offsite temporary subdivision signs with a size not to exceed 4'x8' per sign (32 sq. ft. per face) and a height not to exceed eight (8) feet may be permitted per residential subdivision. Signs may be single- or double-faced, or V-shaped if the angle between the two faces does not exceed 45 degrees. Signs shall be located on private, non-residential zoned parcels, or on private, residential zoned parcels that are part of an undeveloped residential subdivision (as defined in section 1 hereof) and that are unoccupied, vacant and otherwise free from any structures or buildings. Signs shall not be made or constructed from cloth, bunting, plastic, paper or similar material. Banners and flags with or without an advertising message shall not be permitted offsite.

b. In addition to any sign permitted pursuant to subdivision a. above, up to four (4) offsite temporary subdivision signs in an A-frame configuration, with a size not to exceed twelve (12) square feet per face or four (4) feet in height, may be permitted per residential subdivision. A-frame signs shall be located on private, non-residential property or on public property behind any existing sidewalks, and in such a manner so as to not to create a safety hazard by obstructing the clear view of, or otherwise hinder or impede, pedestrian and vehicular traffic. A-frame signs may only be displayed during the operating hours for the residential subdivision sales office, and may be located no further than one thousand five hundred (1,500) feet from the subject residential subdivision entry. A-frame signs may be allowed on residential zoned parcels within an undeveloped residential subdivision (as defined in Section 1 hereof) that is unoccupied, vacant and otherwise free from any structures or buildings.

c. Offsite temporary subdivision signs may only contain commercial messages thereon pertaining to the sale of units in a residential subdivision, and shall not be illuminated.

d. No more than one offsite temporary subdivision sign per parcel shall be allowed.

3. Onsite temporary subdivision signs.

a. A residential subdivision may erect within its boundaries, a maximum of either two (2) signs or up to one (1) sign per every three hundred lineal feet that the subdivision perimeter fronts upon a public street. For purposes of this subsection, residential subdivision shall have the same meaning as in subsection 17.48.040(T).

b. Onsite temporary subdivision signs shall be non-illuminated, shall not be made or constructed from cloth, bunting, plastic, paper or similar material, and shall have dimensions which shall not exceed four (4) feet by eight (8) feet per sign and thirty-two (32) square feet per sign face, or a height of eight (8) feet, or if located behind an exterior wall of a residential subdivision, at a height not to exceed twelve (12) feet.

c. The temporary subdivision signs may be erected and maintained within a subdivision until all parcels within the subdivision are sold.

d. The signs shall be no closer than three hundred (300) feet from each other.

e. Additional signs, banners, reader board, pedestrian oriented signs, and flags with or without an advertising message may be maintained within the boundaries of a residential subdivision provided that they are not visible from outside the residential subdivision and do not create a safety hazard by obstructing the clear view of pedestrian and vehicular traffic within the residential subdivision.

f. Banners or wall mounted signs on an exterior wall of a residential subdivision shall be prohibited.

**Section 4: Action for Enforcement.** All subdivision signage erected and maintained pursuant to the City Council's authorization for interim subdivision sign use on May 17, 2010, and consistent with the letter provided to the stakeholders dated June 2, 2010, which does not meet the standards in the adopted code, shall be removed on or before the effective date for this ordinance. In no case shall a subdivision be considered eligible for a programmatic permit if there is existing signage for the subdivision which is not in conformance with the adopted codes.

**Section 5: Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not effect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 6: Construction.** The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

**Section 7: Effective Date.** This Ordinance shall take effect thirty days after its adoption.

**Section 8: Certification.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED AND ADOPTED:

\_\_\_\_\_  
Bob Link, Mayor

ATTEST:

\_\_\_\_\_  
Steven M. Salomon, City Clerk



APPROVED AS TO FORM  
BY CITY ATTORNEY:

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City Attorney

**ORDINANCE NO. 2011- 01-B**

**AN ORDINANCE OF THE CITY OF VISALIA TO AMEND PORTIONS OF CHAPTER 17.48 OF THE VISALIA MUNICIPAL CODE PERTAINING TO SUBDIVISION KIOSK SIGNS**

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

**Section 1:** The Planning Commission of the City of Visalia recommends that the City Council adopt Zone Text Amendment No. 2010-12, and find it to be in accordance with Section 17.44.070 of the Zoning Ordinance of the City of Visalia.

**Section 2:** Consistent with its control over municipal affairs and the powers vested in the City of Visalia through the California Constitution, the City of Visalia is authorized to secure and promote the public health, comfort, safety and welfare of its citizenry. Therefore, the City Council of the City of Visalia hereby amends the Zoning Ordinance "Title 17" of the Municipal Code as provided in the following Sections.

**Section 3:** Section 17.48.040-T of the Visalia Municipal Code is hereby amended to read as follows:

T. Subdivision Kiosk Signs. Any subdivision kiosk sign existing prior to January 1, 2011, and for which a permit was previously issued, shall be regarded as a permitted nonconforming use which may be continued until January 1, 2012; provided that it continues to be operated and maintained in compliance with the requirements of the permit under which it was issued and in accordance with all applicable requirements of the Visalia Municipal Code. Inactive subdivision kiosk signs which do not contain at least one placard with a directional arrow indicating the location of a subdivision which has been or will be maintained upon the kiosk sign for thirty (30) or more consecutive days shall be deemed to be a non-permitted nonconforming use and shall be immediately removed. A subdivision kiosk sign that has been the subject of two or more graffiti removal notices by code enforcement personnel shall no longer be considered a permitted nonconforming use and shall be subject to an immediate removal order.

**Section 4:** Section 17.48.040-U of the Visalia Municipal Code is hereby deleted in its entirety.

**Section 5: Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not effect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 6: Construction.** The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

**Section 7: Effective Date.** This Ordinance shall take effect thirty days after its adoption.

**Section 8: Certification.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED AND ADOPTED:

\_\_\_\_\_  
Bob Link, Mayor

ATTEST:

\_\_\_\_\_  
Steven M. Salomon, City Clerk

APPROVED AS TO FORM  
BY CITY ATTORNEY:

\_\_\_\_\_  
City Attorney

## Correspondence

January 21, 2011 (Received via e-mail)

Dear Donjia,

It was nice to meet you prior to Tuesday's City Council meeting and thanks again for distributing my notes to the Council Members.

I was surprised and disappointed that the City Council did not agree to keep the Kiosk Sign Program in addition to the Off Site and A-Frame signs. However, I am concerned over the legality of the Council's proposed text amendment whereas: **kiosk permits are subject to revocation upon two graffiti notices.**

This decision not only goes against the Planning Commission's recommendation where, "The Planning Commission felt this provision was too draconian, and felt that the permit holders should not be subject to having their permits revoked unless they failed to abate the graffiti within the time period provided by the Code", it is also questionable if it is even legal.

I would like the City Attorney to explain how we, as the Permit Holder, can be responsible for what a third party does (graffiti) to our kiosk structure. There seems to be a serious lack of "Due Process". New Directions Sign Service has always done monthly graffiti inspections and we respond to what our local employee and Clients see. In addition, when the Visalia Graffiti Abatement Department has contacted us, we have been responsive in cleaning graffiti in a timely manner (as noted in the attached email from Visalia Graffiti Abatement Officer Nancy Cunha).

The revocation of a Permit Holder's permit due to two Graffiti Notices seems to be unfairly directed at the Building Industry. Graffiti is a citywide problem and we should not be unfairly punished. I will be filing an Appeal to the Council's decision on the grounds that, two Graffiti Notices verses a Failure to Abate Citation does not give the permit hold a chance to correct the violation and is a lack of "Due Process" .

I would like to receive a response from the City Attorney.

Please forward my comments to the City Attorney.

Sincerely,

Glenn Aochi  
Project Coordinator  
New Directions Signs Service  
(408) 778-3916  
(408) 778-7392 Fax

Correspondence