



# CITY of CLOVIS

## AGENDA • CLOVIS CITY COUNCIL

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060

[www.cityofclovis.com](http://www.cityofclovis.com)

*In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.*

*Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at [www.cityofclovis.com](http://www.cityofclovis.com).*

July 16, 2018

6:00 PM

Council Chamber

**The City Council welcomes participation at Council Meetings. Members of the public may address the Council on any item of interest to the public that is scheduled on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic.**

Meeting called to order by Mayor Whalen  
Flag salute led by Councilmember Ashbeck

## ROLL CALL

## PRESENTATIONS/PROCLAMATIONS

- A. Recognition of William "Billy" Terrence for his service to the Planning Commission.

**PUBLIC COMMENTS** (This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.)

**ORDINANCES AND RESOLUTIONS** (With respect to the approval of resolutions and ordinances, the reading of the title shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.)

**CONSENT CALENDAR** Consent Calendar items are considered routine in nature and voted upon as one item unless a request is made to give individual consideration to a specific item.  
(See Attached Consent Agenda.)

## **1. PUBLIC HEARINGS**

- A. Consider Introduction – Ord. 18-\_\_\_\_, R2018-06, A request to approve a rezone of approximately 5.99 acres of land located at the northwest corner Ashlan and Locan Avenues from the R-A (Single-Family Residential – 24,000 Sq. Ft.) Zone District to the R-1 (Single-Family Residential – 6,000 Sq. Ft.) Zone District. Marilyn Ishimaru, Masaji Miyake, Masato Miyake, and Tom Miyake, owners; 2M Development, applicant; Harbour & Associates, representative. (Staff: George Gonzalez)
- B. Consider Approval - Res. 18-\_\_\_\_, RO299, A resolution of Application for the Annexation of the Territory known as the Ashlan-Thompson SE Reorganization located at the southeast corner of Ashlan and Thompson Avenues. Various owners; Stone Valley Communities, LLC., applicant. (Staff: George Gonzalez)
- C. Consider Introduction – Ord. 18-\_\_\_\_, OA2018-01, A request to amend the Clovis Development Code as a semi-annual cleanup to address typographical, grammatical, and content errors as a result of the 2014 Development Code Update. City of Clovis, applicant. (Staff: George Gonzalez)
- D. Consider Approval – Res. 18-\_\_\_\_, Adoption of the City of Clovis 2018-19 Annual Action Plan for expenditure of Community Development Block Grant Funds. (Staff: Heidi Crabtree)

## **2. ADMINISTRATIVE ITEMS**

- A. **ADMINISTRATION** (City Manager, City Clerk, Finance)
  - 1. Consider Approval – Designation of Voting Delegate and Alternate for the 2018 League of California Cities' Annual Conference and Annual Business Meeting, Sept. 12-14, 2018. (Staff: Luke Serpa)
- B. **PUBLIC UTILITIES**
  - 1. Receive and File - Update on Temporary Dog Park. (Staff: Scott Redelfs)
- C. **PLANNING AND DEVELOPMENT SERVICES**
  - 1. Consider Approval – Authorize the City Manager to Execute a Consultant Agreement between the City of Clovis and O'Dell Engineering, Inc., for the preparation of the City's Dog Park Master Plan. (Staff: Ryan Burnett)

## **3. CITY MANAGER COMMENTS**

## **4. COUNCIL ITEMS**

- A. Consider Approval – Appointment to the Fresno Metropolitan Flood Control District. (Staff: Luke Serpa)
- B. Council Comments



## 5. CLOSED SESSION

### A. Government Code Section 54956.9

#### CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of  
Subdivision (d) of Section 54956.9

One Case (June 28, 2018 claim for damages filed by M. Rau)

## ADJOURNMENT

Meetings and Key Issues			
Aug. 6, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Aug. 7 – Sep. 3, 2018	Summer Recess		
Sep. 4, 2018 (Tue.)	6:00 P.M.	Regular Meeting	Council Chamber
Sep. 10, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Sep. 17, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Oct. 1, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Oct. 9, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Oct. 15, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber

**CONSENT CALENDAR** - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

**A. CITY CLERK**

- 1) Approval - Minutes for the July 9, 2018 Council meeting.

**B. ADMINISTRATION**

- 1) No items.

**C. COMMUNITY AND ECONOMIC DEVELOPMENT**

- 1) Approval – Approving First Amendments to Disposition and Development Agreements between the City of Clovis and Habitat for Humanity Fresno County to Provide a Construction Loan using Clovis Community Redevelopment Agency Housing Successor Funds for the Construction of Single-Family Homes at 1408 and 1418 Fourth Street in Clovis.
- 2) Approval – Amend Agreement with Habitat for Humanity Fresno County to Provide Inspection Services for Implementation of the Clovis Home Rehabilitation Grant Program.
- 3) Approval – Res. 18-\_\_\_\_, Authorizing Submission of an Application to the California Department of Housing and Community Development for Funding Under the HOME Investment Partnerships Program; and if Selected, the Execution of a Standard Agreement, Any Amendments Thereto, and of Any Related Documents Necessary to Participate in the HOME Investment Partnerships Program.

**D. FINANCE**

- 1) No items.

**E. GENERAL SERVICES**

- 1) No items.

**F. PLANNING AND DEVELOPMENT SERVICES**

- 1) No items.

**G. PUBLIC SAFETY**

- 1) No items.

**H. PUBLIC UTILITIES**

- 1) Receive and File – Public Utilities Report for April 2018.

**I. REDEVELOPMENT SUCCESSOR AGENCY**

- 1) No items.

CITY *of* CLOVIS  
**PROCLAMATION**

**RECOGNIZING THE SERVICE OF  
PLANNING COMMISSIONER WILLIAM “BILLY” TERRENCE**

**WHEREAS,** William “Billy” Terrence was appointed to the City of Clovis Planning Commission on April 3, 2017, and served as a member of the Commission from May 25, 2017, until his resignation on June 18, 2018; and

**WHEREAS,** Commissioner Terrence deliberated on over 60 projects consisting of over 150 permits; and

**WHEREAS,** Commissioner Terrence considered several controversial projects with substantial neighborhood opposition; and

**WHEREAS,** Commissioner Terrence provided a fair analysis and sincere and honest response to the citizens and developers of the City of Clovis; and

**WHEREAS,** Commissioner Terrence provided a thorough review of new projects assuring for the health and safety of citizens of the City of Clovis by recognizing the need for safe pedestrian and bike paths; and

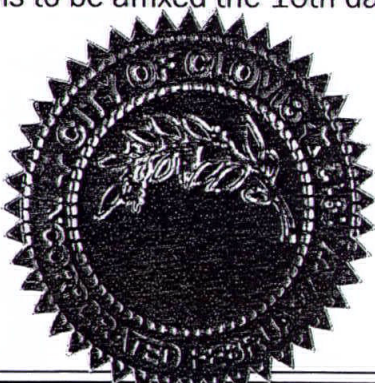
**WHEREAS,** while Commissioner Terrence served on the Planning Commission, the City adopted several milestone projects including the Loma Vista Community Centers North South Master Plan Amendment, 2018 Parks Master Plan, and Dry Creek Preserve Master Plan.


**NOW, THEREFORE, BE IT RESOLVED,** that the Clovis City Council and the Clovis Planning Commission recognize and express their appreciation to

**WILLIAM “BILLY” TERRENCE**

for his service to the Clovis Community, his fellowship on the Commission, and his commitment to the “Clovis Way of Life.”

**IN WITNESS THEREFORE,** I hereunto set my hand and cause the official seal of the City of Clovis to be affixed the 16th day of July, 2018.



  
\_\_\_\_\_  
Mayor

**AGENDA ITEM A**



CLOVIS CITY COUNCIL MEETING

July 9, 2018

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Whalen  
Flag Salute led by Councilmember Flores

Roll Call: Present: Councilmembers Ashbeck, Flores, Mouanoutoua, Mayor Whalen  
Absent: Councilmember Bessinger

6:03 - PUBLIC COMMENTS

David Ewing, resident, commented on Resolution 18-85, on the Timmy / Nees project that was denied by Council on June 25, 2018, and requested "intensity" and "density" be included in Section 4 of the resolution. Jake Galinetti, resident, commented on and requested a detailed traffic study be completed on Nees Avenue on Resolution 18-85 if the project comes back to Council. Kim Ewing, resident, provided a statement on Resolution 18-85, item E, regarding traffic study, requested a full traffic study be completed. Donald Glick, resident, commented on flooding at his daughter's residence on Nees Avenue, and read a letter from her into the record.

6:12 - CONSENT CALENDAR

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, that the items on the Consent Calendar be approved, including the waiver of the reading of the ordinance. Motion carried 4-0-1 with Councilmember Bessinger absent.

- A1) Approved - Minutes for the June 11, 2018, June 18, 2018, and June 25, 2018 Council meetings.
- A2) Adopt – **Ord. 18-16**, Amending Various Sections of the Municipal Code Relating to Development Fees. (Vote: 5-0)
- A3) Adopt - **Ord. 18-17**, An Ordinance of the City Council of the City of Clovis Amending Chapter 3.1, of Title 3, of the Clovis Municipal Code Pertaining to Business Registration and Tax Certificates. (Vote: 5-0)
- C1) Approved – **Res. 18-92**, Authorizing the Purchase of the State of California's Employment Development Department Employment Data for Economic Development Activities.
- E1) Approved – **Res. 18-93**, Amending the City's FY 2018-2019 Position Allocation Plan by deleting one (1) Community Service Officer and adding one (1) Animal Control Officer.
- E2) Approved – **Res. 18-94**, Declaring the City's Intent to continue to be a direct sponsor of the Clovis Senior Services Programs; and, Authorize the City Manager to submit an application for Older Americans Act Funding for Title III C-1 Nutrition Services Through the Fresno-Madera Area Agency on Aging (FMAAA).
- G1) Approved - **Res. 18-95**, Amending the Police Department's Budget for FY 2018-2019 to reflect the California Department of Justice Tobacco Law Enforcement Grant Award in the amount of \$100,798.



G2) Approved - **Res. 18-96**, Amending the Police Department's Budget for FY 2018-2019 to reflect the Collaborative Body-Worn-Camera Implementation Program Grant Award in the amount of \$74,665.

6:13 ITEM 1A - APPROVED - RES. 18-97, REVIEW AND CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT AND ADOPT A MITIGATION MONITORING/REPORTING PROGRAM FOR THE CITY OF CLOVIS LANDMARK COMMONS CIVIC CENTER NORTH PROJECT

Community and Economic Development Director Andy Haussler presented a report on the review and certification of an Environmental Impact Report (EIR) and adoption of a Mitigation Monitoring/Reporting Program for the City of Clovis Landmark Commons Civic Center North Project. He was accompanied by Management Analyst Ryan Burnett and the consultant from ICF that completed the EIR. Consistent with the California Environmental Quality Act (CEQA), the Environmental Impact Report (Draft and Final) was prepared to analyze the environmental impacts of the City of Clovis Landmark Commons Civic Center North Project. The proposed project would entail the development of approximately 63,000 square feet of community and office use, including a County library building, City senior center, and City transit center, at a vacant site located north of Third Street and east of Clovis Avenue. Staff recommends the approval of the resolution. Carole Linenbach, resident, read into the record a letter from Peg Bos regarding concerns raised for the proposed City of Clovis Landmark Commons Civic Center North Project. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve a resolution on the review and certification of an Environmental Impact Report and adopt a Mitigation Monitoring/Reporting Program for the City of Clovis Landmark Commons Civic Center North Project, noting a typographical error on page 2-5 regarding a proposed roundabout wording on Third Avenue and Veterans Parkway. Motion carried 4-0-1 with Councilmember Bessinger absent.

7:16 ITEM 2 - CITY MANAGER COMMENTS

None

7:17 ITEM 3 - COUNCIL COMMENTS

None

7:18 ITEM 4A - CLOSED SESSION

Government Code Section 54956.9(d)(1)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Brianne Glick v. City of Clovis (Claim for damages filed on May 29, 2018).

7:30 Mayor Whalen adjourned the closed session and returned to regular session to report out on action taken in closed session.

City Attorney David Wolfe reported out that on a motion by Councilmember Flores, seconded by Councilmember Ashbeck, for the Council to reject the claim by Brianne Glick dated May 29, 2018. Motion carried 4-0-1 with Councilmember Bessinger absent.

**ADJOURNMENT**

Mayor Whalen adjourned the meeting of the Council to July 16, 2018

Meeting adjourned: 7:31 p.m.

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Mayor

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City Clerk





AGENDA ITEM NO: **CC-C-1**

City Manager: LS

## CITY of CLOVIS

### REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: July 16, 2018

SUBJECT: Approval – Approving First Amendments to Disposition and Development Agreements between the City of Clovis and Habitat for Humanity Fresno County to Provide a Construction Loan using Clovis Community Redevelopment Agency Housing Successor Funds for the Construction of Single-Family Homes at 1408 and 1418 Fourth Street in Clovis.

ATTACHMENT: (A) Disposition and Development Agreement – 1408 Fourth Street  
(B) Disposition and Development Agreement – 1418 Fourth Street  
(C) First Amendment to DDA – 1408 Fourth Street  
(D) First Amendment to DDA – 1418 Fourth Street

#### CONFLICT OF INTEREST

A conflict would exist for Councilmember Flores, whose family is the owner of property directly across the street from the subject lots and, pursuant to law, must abstain from participation and decision regarding this item.

#### RECOMMENDATION

Authorize the City Manager to execute the First Amendments to the Disposition and Development Agreements with Habitat for Humanity Fresno County to provide a construction loan using Clovis Community Redevelopment Agency Housing Successor Funds for the construction of affordable housing at 1408 Fourth Street and 1418 Fourth Street in Clovis' Stanford Addition.

#### EXECUTIVE SUMMARY

In order to expedite the construction of affordable single-family homes at 1408 and 1418 Fourth Street in Clovis, Habitat for Humanity has requested a construction loan of \$150,000 for each project (\$300,000 total). Habitat would use the funds to construct the homes for their pre-selected low-income partner families. At the time the homes are sold to the partner families, Habitat for Humanity will repay the City of Clovis in full from the proceeds of the sale.

## **BACKGROUND**

On July 17, 2017, Clovis City Council approved Disposition and Development Agreements to transfer ownership of three (3) lots in the Stanford Addition, purchased by the former Clovis Community Development Agency, to Habitat for Humanity Fresno County so they could construct affordable single-family housing. The lots were transferred, and the first home has been completed with an appraised value of \$235,000.

The Development and Disposition Agreements provide the land commitment needed to move forward with the construction while ensuring the City's interest in creating affordable housing units and preservation of assets are protected. The first amendment gives the City of Clovis a reversionary interest in the lots so that if the loan is not repaid, the ownership of the lots will revert back to the City. In addition, the property is restricted to be maintained as affordable housing uses for a minimum term of 55 years.

## **FISCAL IMPACT**

\$300,000 of Housing Successor Agency Funds will be used for the loans, and the loans will be repaid to the City at the time Habitat for Humanity at the time the homes are sold to the partner families. Housing Successor Agency Funds were budgeted in the City's 2018-19 budget to be used for the provision of affordable housing.

## **REASON FOR RECOMMENDATION**

Providing the construction loan will expedite the construction of the homes, and the lots will not continue to be vacant.

## **ACTIONS FOLLOWING APPROVAL**

1. Execute Amendments to the Disposition and Development Agreements with Habitat for Humanity Fresno County.
2. Transfer loan funds to Habitat for Humanity Fresno County.
3. Habitat for Humanity will construct affordable, single-family homes on the parcels.
4. Habitat for Humanity will pay the loan back in full at the time the homes are sold to their pre-selected partner families.

The funds will be available to the City of Clovis to use for future affordable housing projects.

Prepared by: Heidi Crabtree, Housing Program Coordinator

Submitted by: Andrew Haussler, Community and Economic Development 



# **DISPOSITION AND DEVELOPMENT AGREEMENT**

## **CITY OF CLOVIS and HABITAT FOR HUMANITY**

**(1408 Fourth Street, APN No. 491-171-31T)**

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## EXHIBITS

1. Legal Description of the Property and Parcels
2. Map of the Property and Parcels
3. Form of Grant Deed to Developer
4. Schedule of Performance
5. Notice of Affordability Restrictions on Transfer of Property
6. Reversionary Interest



## DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between the City of Clovis acting as the Housing Successor to the former Clovis Community Development Agency ("City") and Habitat for Humanity Fresno, Inc., a California nonprofit corporation, DBA Habitat for Humanity Fresno County ("Developer") with respect to the following recitals, which are a substantive part of this Agreement. The effective date of this Agreement shall be the date the Agreement is executed by City ("Effective Date").

### RECITALS

A. City owns the parcel located at 1408 Fourth Street, Clovis, Assessor's Parcel No. 491-171-31T ("Property" or "Parcel"). The Property is legally described in **Exhibit 1**.

B. City desires Developer to develop the Property for affordable housing pursuant to this Agreement in order to fulfill the intent of the City of Clovis Redevelopment Plans.

C. Developer desires to acquire the Property for the purposes of building affordable housing in accordance with the Redevelopment Plans.

D. The transfer of the Property in accordance with the terms of this Agreement is consistent with the health, safety, morals and welfare of the residents of Clovis, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

NOW, THEREFORE, the Parties agree as follows:

1. **Sale of Property.** City agrees to sell the Property to Developer for the fair market value established by an MAI appraiser ("Purchase Price"). The Purchase Price may be satisfied through the City financing as set forth in **Section 5**. The Property shall be developed by Developer as an individual single-family home for sale, and as affordable housing in conformance with the applicable Redevelopment Plan and subject to the restrictions of this Agreement. The Parcel is depicted in the map attached as **Exhibit 2**. The City shall convey to Developer fee simple title to the Parcel, comprising the Property free and clear of all recorded liens, encumbrances, assessments, leases, and taxes except as are consistent with this Agreement, subject only to easements of record. The Parcel shall be sold subject to City's Grant Deed Containing Covenants, Conditions and Restrictions Governing Use of the Property as set forth in **Exhibit 3** ("Grant Deed"). The sale of the Property shall be subject to a reversionary interest as set forth in **Section 2**.

2. **Reversionary Interest.** The Grant Deed for the Property shall contain the following restrictions: (1) a restriction that if Developer fails to complete the construction of the housing on the Property within the time period set forth in the Schedule of Performance (**Exhibit 4**), title to the subject property shall automatically revert back to City; and (2) a restriction that if Developer fails to cure a breach of this Agreement within thirty (30) days after written notice thereof by

City, title to the Property shall automatically revert back to City. This Reversionary Interest shall terminate upon sale of each Parcel to the first owner-occupant.

If title to the Property reverts back to City in accordance with this Section, City shall be entitled to reenter and take possession of the Property, with all improvements thereon. Any and all buildings and fixtures on the Property shall, without compensation to Developer, become the property of City free and clear of all claims to or against them by Developer, or any third party. These rights are to be interpreted in light of the fact that the City conveyed the Property to Developer at no cost.

This Reversionary Interest shall terminate upon sale of a Parcel to the first owner-occupant as set forth in **Section 7**.

**3. Escrow.**

3.1. Opening. Within ten (10) days of the Effective Date, City shall open Escrow with a mutually agreeable escrow company ("Title Company" or "Escrow Agent") by depositing a copy of this Agreement with Escrow Agent. The Parties shall execute such other supplemental escrow instructions required by Escrow Agent or otherwise necessary to carry out the terms of this Agreement. This Agreement constitutes the joint escrow instructions of City and Developer with respect to conveyance of the Property. The Escrow Agent is hereby empowered to act under this Agreement and shall carry out its duties accordingly.

3.2. Escrow Account. All funds received into Escrow shall be deposited by Escrow Agent in a general escrow account with any state or national bank doing business in the state of California. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month.

3.3. Developer's Obligations. Prior to the close of escrow ("Closing"), Developer shall deliver into Escrow:

- a. The Purchase Price for the Property, which may be in the form of the City grant set forth in **Section 5**.
- b. One hundred percent (100%) of any costs and fees associated with Escrow.
- c. The cost of the premium for the title insurance policy or special endorsements for the Parcel.
- d. Any taxes or other fees related to the Property after conveyance of title, but which are required to be paid into Escrow.



3.4 City's Obligations. Prior to Closing, City shall deliver into escrow:

- a. The Grant Deed conveying to Developer title to the Parcel in substantially the form attached as Exhibit 3.
- b. Any costs necessary to place the title to the Parcel in the condition for conveyance required by the provisions of this Agreement;
- c. Zero percent (0.00%) of any costs and fees associated with Escrow;
- d. Any cost of drawing the grant deed or deeds;
- e. All recording and notary fees;
- f. Any taxes or other fees related to the Property prior to conveyance of title, but which are required to be paid into Escrow; and
- g. Any state, county or City documentary transfer tax.

3.5 Duties of Escrow Agent. The Escrow Agent shall perform the following duties in accordance with this Agreement:

- a. Pay and charge City and Developer, respectively, for any costs and fees payable under this Section 3. Before such payments are made, Escrow Agent shall notify City and Developer of the costs and fees necessary to clear title and close Escrow;
- b. Disburse funds and deliver the Grant Deed and other documents to the parties entitled thereto when the conditions of the Escrow have been fulfilled by City and Developer; and
- c. Record any instruments delivered through Escrow, if necessary or proper, to vest title in Developer in accordance with the terms and provisions of this Agreement.

3.6. Cancellation of Escrow. If the Closing of Escrow does not occur before the time for conveyance established in the Schedule of Performance, Escrow may be canceled by mutual agreement of the Parties or, if one Party has not performed its obligations under this Agreement, individually by a Party who has fully performed the acts required by this Agreement ("Canceling Party"). The Canceling Party shall provide written notice of cancellation to the Escrow Agent. Upon receipt of the notice of cancellation, Escrow Agent shall return all money, papers or documents delivered into Escrow.

3.7. Liability of Escrow Agent. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under this Section.

3.8. Conveyance of Title and Delivery of Possession. Conveyance of title to the Parcels shall be completed on or prior to the dates specified in the Schedule of Performance.

City and Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions. Possession of the Property shall be delivered to Developer concurrently with the conveyance of title thereto.

3.9 No Broker Fees. The Parties represent that they have not engaged any broker, agent or finder in connection with this transaction. Each Party shall bear their own costs, if any, of any real estate commissions or brokerage fees.

3.10 Title Report and Permitted Exceptions. Title Company shall prepare and deliver to City and Developer a current preliminary title report ("Title Report") for the Property, together with a copy of the documents listed as exceptions therein. As a condition precedent to Developer's obligations, but not as a covenant of City, City shall convey the Property, and Developer shall accept the Property, subject to the following matters, which are collectively referred to as the "Permitted Exceptions":

- a. All exceptions to title shown in the Title Report that are approved or deemed approved by Developer;
- b. The lien of non-delinquent real and personal property taxes and assessments;
- c. Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now existing or hereafter in effect with respect to the Property;
- d. Matters affecting the condition of title created by or with the written consent of Developer;
- e. Water rights, and claims of title to water, whether or not shown by the public records; and
- f. Unless Developer elects to obtain an ALTA policy of title insurance, discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any state of facts which inspection of the Property would disclose and which are not shown by the public records; and standard printed exclusions generally included in a CLTA owner's policy (or ALTA owner's policy, as the case may be).

3.11 Title Insurance. Title Company shall provide to Developer a title insurance policy for the Parcel insuring that title is vested in the Developer in the condition required by this Section and in the amount of the Purchase Price. Title Company shall provide City with a copy of the title insurance policy. Title Company shall, if requested by Developer, provide Developer with an endorsement to insure the amount of Developer's estimated development costs for the improvements to be constructed upon the Parcel. Developer shall pay the entire premium for any such increase in coverage requested by it.



3.12 Representations of City. Except as specifically provided, the following constitute representations of City, which shall be true and correct as of the Close of Escrow to the best of City's knowledge:

- a. City has no actual knowledge, without duty of investigation on City's part, of any actions, suits, material claims, including claims based on labor or services performed, tenants' claims or disputes, or legal proceeding affecting the Property.
- b. City has not received any notice from governmental authorities pertaining to violation of law or governmental regulations with respect to the Property.
- c. City has no actual knowledge, without duty of investigation on City's part, of any pending proceeding in eminent domain or otherwise, which would affect the Property.
- d. City has no knowledge of any leases, subleases, occupancies or tenancies pertaining to the Property, which have not been disclosed to Developer. To the best of City's knowledge, no one else has right of possession or other agreements to lease or purchase the Property.
- e. City has no actual knowledge, without duty of investigation, of the presence of underground storage tanks, asbestos, PCBs or any hazardous waste, pollutants or contaminants as defined under any federal, state, or local statute, regulation or ordinance which are or have been released on or under the Property.

3.13 Condition of the Parcel.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT CITY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

DEVELOPER ACKNOWLEDGES AND AGREES THAT UPON CLOSING CITY SHALL SELL AND CONVEY TO DEVELOPER AND DEVELOPER SHALL ACCEPT EACH OF THE PARCELS AND THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. DEVELOPER HAS NOT RELIED AND WILL NOT RELY ON, AND CITY IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY CITY OR ANY EMPLOYEES OR AGENTS REPRESENTING OR PURPORTING TO REPRESENT CITY, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET



FORTH IN THIS AGREEMENT. DEVELOPER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

DEVELOPER REPRESENTS TO CITY THAT DEVELOPER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS DEVELOPER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON THE SAME.

**4. Preliminary Work by Developer.**

4.1 License. City grants Developer and its agents permission to access the Property at reasonable times prior to the Close of Escrow to perform testing and preliminary work necessary to carry out this Agreement. Such testing and work shall be done at the sole expense and risk of Developer. Developer shall indemnify, defend and hold the City of Clovis, their officers, employees, volunteers, and agents, harmless against any claims resulting from such testing and work, or from access and use of the Parcel. Developer shall provide copies of data, surveys and tests obtained or made by Developer on the Parcel. Any testing or work by Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

4.2 Existing Documents. City shall provide Developer copies of all data and information regarding the Property available to City, but without warranty or representation by City as to the completeness, correctness or validity of such data and information.

**5. Financing.**

5.1 City Grant for Purchase Price. City agrees to transfer the Property to Developer for zero dollars (\$0.00), which shall be considered a grant for the Purchase Price ("City Grant").

The Grant Deed shall contain a Reversionary Interest as set forth in **Section 2.**

**6. Development of the Property.**

6.1 Construction Plans and Related Drawings and Documents. Developer shall prepare and submit construction plans and related drawings and documents ("Construction Plans") for each of the Parcels to City for review and written approval. Developer shall first submit preliminary Construction Plans for City approval. City shall return its comments and Developer shall consider those comments in developing final Construction Plans, which shall include sufficient detail to obtain required construction and building permits from the appropriate governmental agencies. Final Construction Plans shall be submitted to City for approval. Any disapproval shall state in writing the reasons for disapproval and the required change. Upon



receipt of a notice of disapproval, Developer shall revise the Construction Plans and resubmit them to City as soon as practicable. Developer may not commence construction until after it has received approval of the final Construction Plans from City.

6.2 Changes to Final Plans. If Developer desires to make any substantial change in the Final Construction Plans after their approval by City, Developer shall submit the proposed change to City for its approval.

6.3 Progress Meetings. During the preparation of Construction Plans, City and Developer staff shall hold regular progress meetings to coordinate the preparation, submission and review of Construction Plans by City.

6.4 Cost of Construction. City and Developer shall pay their own costs related to administration of their respective obligations under this Agreement.

6.5 Indemnification and Insurance. Developer agrees to indemnify, defend, and hold harmless the City of Clovis, and its officers, employees, volunteers, and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with this Agreement. Without limiting Developer's obligations under this Section, Developer shall maintain insurance satisfactory to City's Risk Manager covering its activities under this Agreement. If Developer fails to maintain the insurance required by this Agreement, City may immediately terminate this Agreement or elect to procure or renew such insurance at its expense. Developer shall immediately reimburse City for all expenses related to City procuring insurance due to Developer's breach.

6.6 City and Other Governmental Agency Permits. Notwithstanding City's obligation to review and approve Construction Plans, before commencement of construction on any Parcel, Developer shall, at its own expense, secure all permits required by the City or any other governmental agency for the Development. City shall cooperate with Developer in securing these permits.

6.7 Local, State and Federal Laws. Developer shall carry out construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

6.8 Anti-Discrimination During Construction. Developer, for itself and its successors and assigns, agrees that in the construction of the improvements provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, or disability as defined in California Government Code section 12955, *et seq.*

6.9 Taxes, Assessments, Encumbrances and Liens. Developer shall pay all real estate taxes and assessments assessed and levied on each of the Parcels comprising the Property for any period subsequent to conveyance of title to such Parcel. Prior to the issuance of a Certificate of Occupancy therefor, Developer shall not place or allow to be placed on any Parcel any mortgage,



trust deed, encumbrance or lien unauthorized by this Agreement. Developer shall remove or have removed any levy or attachment made on any Parcel, or shall assure the satisfaction thereof, within a reasonable time, but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to Developer in respect thereto.

6.10 Certificate of Occupancy. Promptly after completion of all construction to be completed by Developer upon a Parcel, City shall furnish Developer with a Certificate of Occupancy, indicating the satisfactory completion as required by this Agreement. The Certificate of Occupancy may be recorded in the Office of the County Recorder of Fresno County. The City shall not unreasonably withhold any Certificate of Occupancy. Such Certificate of Occupancy is not notice of completion as referred to in California Civil Code section 3093.

6.11 Prohibition Against Transfer of the Parcels, the Buildings or Structures Thereon and Assignment of Agreement. Prior to City issuing a Certificate of Occupancy for a Parcel, Developer shall not, unless expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of such Parcel without the prior written approval of City. This is not intended to prohibit the granting of easements or permits to facilitate the development of the Parcel.

## 7. Affordable Housing Requirements.

7.1 Covenants Running with the Land. Developer agrees that the Parcel shall be designated affordable housing and the following covenants, in addition to those set forth in the Grant Deed incorporated herein by reference (**Exhibit 3**), shall run with the land:

- a. Construction on the Parcel shall be a single family residence.
- b. The maximum sale price to the first owner occupant shall not exceed the appraised value of the Property.
- c. After issuance of a Certificate of Occupancy, the Parcel shall be made available for sale at an affordable housing cost as defined in California Health and Safety Code section 50052.5, to persons and families of low or moderate income ("Qualified Buyer"). Qualified Buyer means a household whose income does not exceed eighty percent (80%) of area-median income, adjusted for family size, as determined by City, pursuant to section 50093 of the California Health and Safety Code. The requirements set forth in the California Community Redevelopment Law, Health and Safety Code § 33000 et seq. shall be followed in selecting a Qualified Buyer. To that end, prior to any sale or transfer of any portion of or any interest in the Parcel, Developer shall submit to City a request for approval of the proposed transferee. The request shall be accompanied by the following information: (i) the proposed sale price; (ii) the information necessary to determine Buyer's status as a Qualified Buyer; (iii) details of the first mortgage; and (iv) any other information necessary for City to ensure compliance with the California



Community Redevelopment Law. City may reject the proposed transferee if the transferee is not a Qualified Buyer, if the transferee will be spending more than thirty percent (30%) of its gross income for housing, and for a failure to meet any requirement under the California Community Redevelopment Law.

d. SPECIFIC REFERENCE IS MADE TO **EXHIBIT 3**, THE GRANT DEED, FOR COVENANTS PERTAINING TO: RESTRICTIONS ON SUBSEQUENT TRANSFERS OF THE PARCEL; MAINTENANCE OF THE PARCEL; CITY OPTION TO DESIGNATE SUBSEQUENT ELIGIBLE PURCHASERS; CITY OPTION TO PURCHASE A PARCEL UPON A PROPOSED SUBSEQUENT SALE; DETERMINATION OF MAXIMUM PRICE FOR SUBSEQUENT SALES OF THE PARCEL; DETERMINATION OF MAXIMUM REFINANCING AMOUNTS; AND OTHER COVENANTS AS SET FORTH IN **EXHIBIT 3**.

7.2 Other Obligations. Developer shall obtain from the owner-occupant of the Parcel, and deliver to City concurrently with the close of escrow for the sale of the Parcel, the following documents: (i) Attachment B to the Grant Deed (see **Exhibit 3**) which is the City of Clovis Homeownership Assistance Program Acknowledgment of Restrictive Covenants Governing Use and Resale of the Property Including Option to Designate Eligible Purchasers; and (ii) Notice of Affordability Restrictions on Transfer of Property as set forth in **Exhibit 5**.

7.3 Obligation to Refrain From Discrimination. Developer covenants by and for itself and any successors in interest not to discriminate upon the basis of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof. Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sublessees, or vendees in the Property.

7.4 Effect and Duration of Covenants. Except as otherwise provided, the covenants contained in this Agreement and the Grant Deeds for the Parcel shall remain in effect in perpetuity. The covenants established in this Agreement and the Grant Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, its successors and assigns and any successor in interest to any of the Parcels comprising the Property.

7.5 City as Beneficiary of Covenants. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of City without



regard to whether City has been, remains or is an owner of any land or interest therein in any of the Parcel comprising the Property or in the Redevelopment Plan project areas. City shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

7.6 Developer Acknowledgment of Covenants. DEVELOPER ACKNOWLEDGES AND AGREES THAT, AS A RESULT OF THIS AGREEMENT, THE SALE OF THE PARCEL MAY BE RENDERED MORE DIFFICULT THAN WOULD BE THE CASE ABSENT THE AGREEMENT, THAT WHEN THE PARCELS ARE SOLD, IT IS LIKELY THAT THE AMOUNT RECOVERED BY THE DEVELOPER WILL BE SUBSTANTIALLY LESS THAN WOULD BE RECEIVED ABSENT THE RESTRICTIONS AND LIMITATIONS OF THIS AGREEMENT.

DEVELOPER'S INITIALS ph

## **8. Defaults, Remedies and Termination.**

8.1 Defaults - General. Upon material breach of this Agreement, the non-defaulting party shall give written notice of default to the other party within thirty (30) days, which notice shall identify the breach and demand a cure. If default is not cured by the defaulting party within thirty (30) days, the noticing party may terminate this Agreement and/or seek remedy pursuant to this Agreement. Any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

### **8.2 Legal Actions.**

8.2.1 Institution of Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Fresno, State of California, or in the appropriate Federal District Court (for Fresno County) in the State of California.

8.2.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

### **8.3 Termination**

8.3.1 Termination by the City Prior to Conveyance. City may terminate this Agreement prior to conveyance of title to the Developer for the following breaches if such breach is not cured within thirty (30) days after written demand by the City:

a. The Developer transfers or assigns or attempts to transfer or assign this Agreement or any rights herein related to the Property, or the buildings or improvements thereon in violation of this Agreement; or

b. There is any significant change in the ownership or identity of the Developer;  
or

c. The Developer does not submit evidence that it has the necessary financing for building on the Property; or

d. The Developer fails to submit to City the Construction Plans; or

e. The Developer is in breach or default with respect to any other obligation of the Developer under this Agreement.

8.4 Reversionary Interest. As set forth above in **Section 2**, if Developer fails to complete the construction of the housing on any of the lots within the time period set forth in the Schedule of Performance (**Exhibit 4**), title to the Property shall automatically revert back to City.

8.5 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 such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

## **9. Miscellaneous Provisions.**

9.1 Enforced Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to events or occurrences beyond the control of the party who would be in default such as unusually severe weather or inability to secure necessary labor, materials or tools. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall run from the time of commencement of the cause. Notice by the party claiming such extension shall be sent to the other party within thirty (30) days after the commencement of the cause. If notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the party claiming the extension shall be liable for damages caused for the time period between the commencement of the cause and the providing of notice. Times of performance under this Agreement may also be extended in writing by City and Developer.

9.2 Inspection of Books and Records. City has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Developer pertaining to the Property and each Parcel thereof as pertinent to the purposes of this Agreement.

9.3 Integration. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement



or a contemporaneous oral agreement, nor explained or supplement by evidence of consistent additional terms. Any amendment shall be in writing, subject to approval of both parties.

9.4 Interpretation. Each of the Parties acknowledges and agrees that this Agreement is an accord to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

9.5 Further Documents and Actions. Each of the Parties agrees to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.

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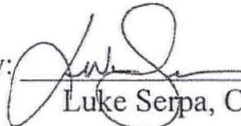
(SIGNATURES ON FOLLOWING PAGE)



IN WITNESS WHEREOF, City and Developer have signed this Agreement as set forth below.

CITY OF CLOVIS, acting as the Housing  
Successor to the former Clovis Community  
Development Agency

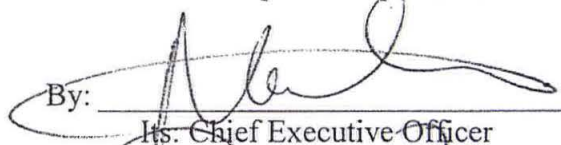
Dated: 7/26/2017

By:   
Luke Serpa, City Manager

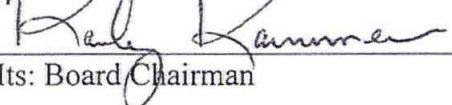
"CITY"

HABITAT FOR HUMANITY  
A California nonprofit corporation

Dated: 8/25/17


By:   
Its: Chief Executive Officer

Dated: 8/25/2017

By:   
Its: Board Chairman


"DEVELOPER"

ATTEST:

By:   
John Holt, City Clerk

Dated: 7/26/2017

APPROVED AS TO FORM:

By:   
David J. Wolfe  
City Attorney

Dated: 7/31/17

# EXHIBIT 1

## Legal Description of the Property

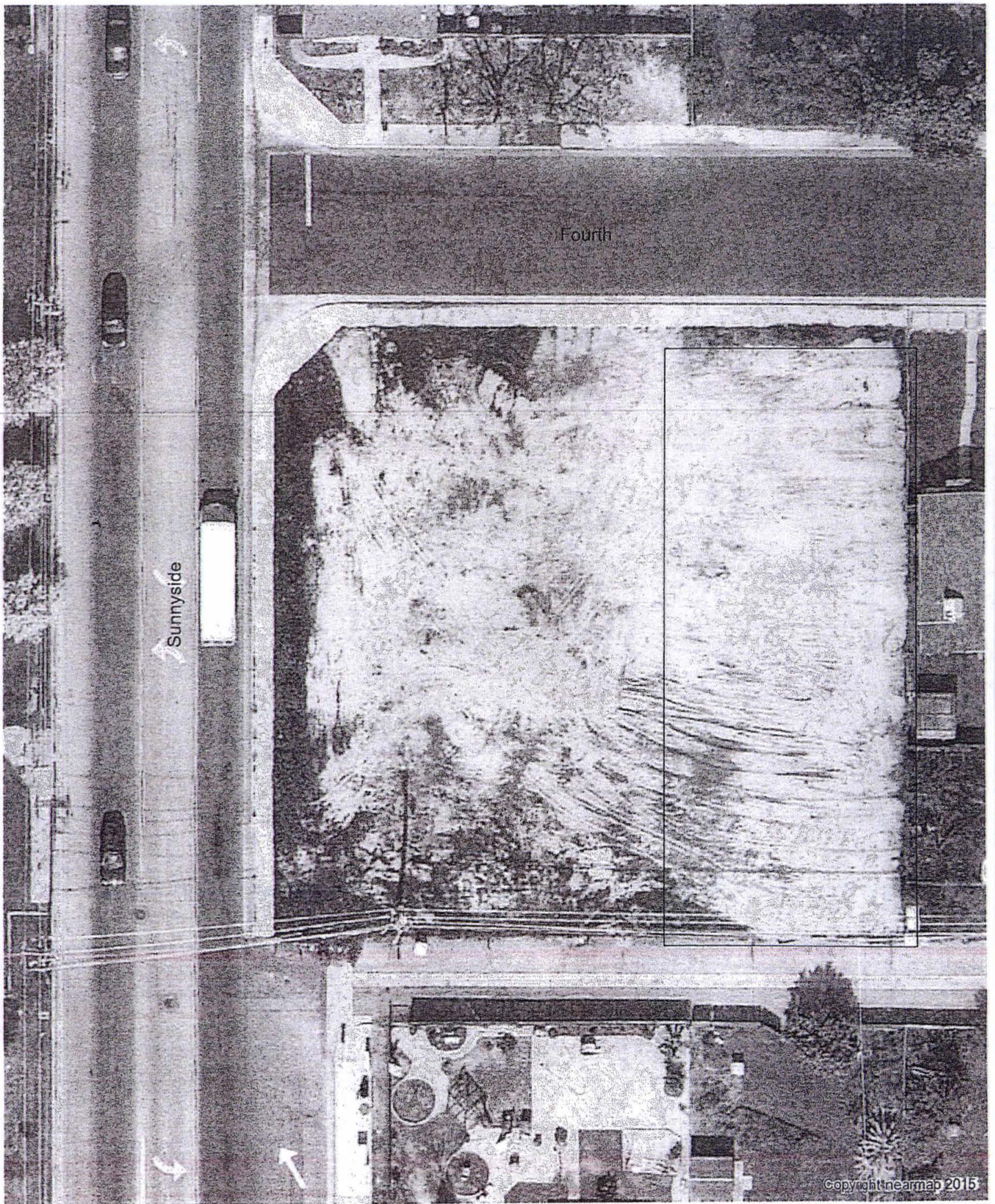
That portion of Lots 2, 3 and 4, Block 8, Corrected Map of Stanford Addition to Town of Clovis, recorded in Book 7 of Record of Surveys at Page 56, Fresno County Records, described as follows:

COMMENCING at the Northwest Corner of Lot 1 of said Block 8; thence South 00 degrees 01' 42" West along the West Line of said Lot 1, a distance of 139.92 feet to a point lying 10.00 feet north of the Southwest Corner of Lot 1; thence South 89 degrees 38' 21" East parallel with and 10.00 feet distant from the South Line of Lots 1 through 4 of said Block 8, a distance of 26.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 89 degrees 38' 21" East parallel with and 91.00 feet distant from the West Line of said Lot 1, a distance of 134.94 feet; thence North 89 degrees 39' 09" West parallel with and 5.00 feet distant from the North Line of said Block 8, a distance of 47.00 feet a point lying 44.00 feet east of the West Line of said Block 8, a distance of 47.00 feet to a point lying 44.00 feet east of the West Line of Lot 1; thence South 45 degrees 11' 17" West, a distance of 25.38 feet to a point lying 26.00 feet east of the West Line of said Lot 1; thence South 00 degrees 1' 42" West parallel with and 26.00 feet distant from said West Line, a distance of 116.93 feet to the Point of Beginning.

Containing 0.20 acres more or less.

APN: 491-171-31T





7/24/2017

1408 Fourth Street  
Clovis, CA 93612  
491-171-31T



1" = 30'



**EXHIBIT 3  
GRANT DEED  
ATTACHMENT B**

**CITY OF CLOVIS HOMEOWNERSHIP ASSISTANCE PROGRAM  
ACKNOWLEDGMENT OF RESTRICTIVE COVENANTS  
GOVERNING USE AND RESALE OF THE PROPERTY INCLUDING  
OPTION TO DESIGNATE ELIGIBLE PURCHASERS**

The undersigned acknowledges as follows:

1. I/We am/are purchasing the Property at 1408 Fourth Street, Clovis, CA 93612, designated as Assessor's Parcel Number 491-171-31T.
2. There is recorded against this Property Restrictive Covenants which limit the use and resale of the Property and allow City to designate eligible purchasers. These Restrictive Covenants run with the land for perpetuity.
3. I/We meet the current requirements established by the City in order to be deemed an "Eligible Purchaser" as defined in Section 10 of the Restrictive Covenants.
4. I/We have read and fully understand these Restrictive Covenants and understand that this, in part, sets forth limitations regarding the transfer of the Property; establishes a maximum sales price for which the Property may be resold based on adjustments to the medium income of a four-person household for the Fresno County area as published by the California Department of Housing and Community Development; establishes the maximum amount for which the Property may be refinanced and establishes a definition of an Eligible Purchaser.
5. I/We have had the opportunity to ask City staff any questions I/we have about the document.
6. The original sales price paid for the Property is \$\_\_\_\_\_. The current area median income for a family of four for the Fresno County area is \$\_\_\_\_\_.
7. I/We understand that this document runs with the land and is binding on us when we decide to transfer or refinance the Property, and we agree to comply fully with its terms.

OWNERS:

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

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

## Exhibit 4

### Schedule of Performance

<u>Action</u>	<u>Date</u>
1. Close of Escrow. City shall convey title to the escrowed Property to Developer, and Developer shall accept such conveyance.	Not later than sixty (60) days after the opening of escrow.
2. <u>Commencement of Construction of Residence on Property.</u> Developer shall obtain the required permits and commence construction of the residence on the Property.	Not later than two (2) years after the close of escrow.
3. <u>Completion of Construction of Residence on Property.</u> Developer shall complete construction of the residence on the Property.	Developer shall complete construction of the residence on the Property during the three (3) years following execution of the Agreement. Developer may apply for and receive up to two (2) separate one (1) year extensions from the City to complete construction of the residence.

# Exhibit 3

## Form of Grant Deed

### GRANT DEED

RECORDING REQUESTED BY AND )  
WHEN RECORDED, RETURN TO AND )  
MAIL TAX STATEMENTS TO: )  
 )  
Habitat for Humanity Fresno County )  
4991 E. McKinley Avenue, Suite 123 )  
Fresno, CA 93727 )

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#### GRANT DEED WITH REVERSIONARY INTEREST

#### GRANT DEED CONTAINING COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING USE AND RESALE OF THE PROPERTY

**1408 Fourth Street, Clovis, CA 93612, APN No. 491-171-31T**

For a valuable consideration, receipt of which is hereby acknowledged,

The City of Clovis, acting as the Housing Successor to the former Clovis Community Development Agency ("Grantor" or "City"), hereby grants to **Habitat for Humanity Fresno, Inc.** ("Grantee" or "Purchaser") the real property described in **Attachment A** ("Property") attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record.

Grantor is also conveying the Property to Grantor with a Reversionary Interest in City should Grantee fail to timely complete improvements to the Property.

Grantee understands that one of Grantor's purposes is to provide affordable housing to residents of the City of Clovis. In order to maintain Grantor's ability to provide affordable housing, Grantor has agreed to convey the Property subject to, and Grantee has agreed to be bound by, covenants, conditions, and restrictions limiting Grantees right to use and resell the Property by establishing resale, financing, and occupancy restrictions; and by reserving Grantor an option to designate eligible subsequent purchasers.

The Property is conveyed in accordance with and subject to the applicable Redevelopment Plan and pursuant to the Disposition and Development Agreement entered into between Grantor and Grantee dated July 26, 2017 ("Agreement"), a copy of which is on file with Grantor at its offices as a public record and which is incorporated herein by reference.



NOW, THEREFORE, the following Reversionary Interest and Covenants, Conditions, and Restrictions ("Restrictive Covenants") shall run with the land:

I. REVERSIONARY INTEREST.

1. Failure to Timely Complete Construction. If Grantee fails to complete construction of the residences on the Property within the time period set forth in **Exhibit 4** (Schedule of Performance) of the Agreement, and Grantee fails to obtain an extension of time for the completion of this obligation, title of any and all uncompleted lots shall automatically revert back to City.

2. Failure to Cure Breach of Agreement. If Grantee fails to cure a breach of the Agreement within thirty (30) days after written notice thereof by City, title to the Property shall automatically revert back to City.

3. Effect of Title Reverting to City. If title to the Property reverts back to City, City shall be entitled to reenter and take possession of the Property, with all improvements thereon. Any and all buildings and fixtures on the Property shall, without compensation to Grantee, become the property of City free and clear of all claims to or against them by Grantee, or any third party. These rights are to be interpreted in light of the fact that the City conveyed the Property to Grantee at no cost.

4. Expiration of Reversionary Interest. The Reversionary Interest for each lot on the Property shall terminate upon sale of the Property to the first owner occupant as set forth in the Agreement.

II. RESTRICTIVE COVENANTS.

1. Disposition and Development Agreement. The Property is conveyed in accordance with the Agreement.

2. Definition of Purchaser: Acknowledgment and Certification. All subsequent purchasers or successors ("Purchaser") shall certify his/her acknowledgment of these Restrictive Covenants by executing a form substantially the same as **Attachment B**. The term Purchaser as hereinafter used in these Restrictive Covenants shall mean Grantee and all subsequent Purchasers.

3. Single Family Residence: Residency. Purchaser hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property, or any part thereof, that after construction of the single family home and sale to the first owner occupant as set forth in the Agreement, Purchaser, such successors and such assigns, shall maintain and use the Property only as a single-family residence and that Purchaser will occupy the Property as his/her principal place of residence. Purchaser shall be considered as occupying the Property as a principal place of residence if Purchaser is living on the Property for at least ten (10) months out of each calendar year. The Property may not be subleased or rented.



Restrictions on Transfer. Any transfer of the Property after sale to the first owner occupant shall be subject to the provisions of these Restrictive Covenants. Transfer shall mean any voluntary or involuntary sale, assignment or transfer of ownership of the Property or of any interest in the Property, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred but title is retained by the transferor; except that Transfer shall not mean any of the following:

(a) As to any Purchaser who at the time of the purchase took title to the Property by him/herself but subsequently marries or files a Declaration of Domestic Partnership:

(1) a transfer of the Property without consideration from the Purchaser to the Purchaser and the Purchaser's spouse/domestic partner whereby title to the Property is then held by the Purchaser and Purchaser's spouse/domestic partner; or

(2) a devise or inheritance of the Property to the Purchaser's spouse/domestic partner, whether as a surviving joint tenant or otherwise; or

(3) as part of dissolution of marriage/termination of domestic partnership proceedings, the transfer of the Property from the Purchaser to the Purchaser's spouse/domestic partner provided, however, that the spouse/domestic partner qualifies, at the time of the transfer, as subsequent purchaser under these Restrictive Covenants.

(b) As to any Purchaser(s) who at the time of the purchase took title jointly (whether as joint tenants, tenants in common, as community property, or otherwise):

(1) a devise or inheritance of the Property to the surviving Purchaser; or

(2) as part of dissolution of marriage or other legal proceedings (such as a termination of domestic partnership), the transfer of the Property from one Purchaser to the other Purchaser.

5. Maintenance of Property. Purchaser shall maintain the Property and improvements thereon, including landscaping and yard areas, in good condition and repair, free from the accumulation of debris and waste materials, consistent with community standards and in compliance with all applicable codes, including City of Clovis ordinances. If not so maintained, the City of Clovis may notify Purchaser of such conditions and of a reasonable time to correct the conditions. For landscaping and yard maintenance, a reasonable time shall be considered five (5) days. If the conditions are not corrected within the time provided the City of Clovis may perform the necessary maintenance at the expense of the Purchaser which expense will become a debt due and owing the City of Clovis. If the debt is not paid within ten (10) days of notice, the debt may be placed as a lien on the Property.

5A. Timely Payment of Loans, Taxes, and Assessments. Purchaser shall timely pay, and prior to default, all monetary obligations secured by the Property, including without limitation all loan obligations, property taxes and assessments.



6. Additions and Improvements to Property. After sale to the first owner occupant, Purchaser shall not undertake substantial remodeling or additions to the Property without the advance written approval of City. Capital Improvements in excess of Five Thousand Dollars (\$5,000.00) shall be considered a substantial remodeling or addition. See Section 12 below for a further definition of Capital Improvements.

7. Inspection of Property. Upon City's receipt of a notice of intent to transfer as detailed in Section 9 below, City shall be given the right to enter and to inspect the Property to determine whether any violations of building, plumbing, electric, fire, housing, neighborhood preservation, or other applicable codes exist and whether the Property has been maintained in good condition. City shall notify Purchaser with regard to any noted code violations and maintenance deficiencies (collectively, the "Deficiencies"), and Purchaser shall cure the Deficiencies in a reasonable manner acceptable to the City within sixty (60) days of being notified in writing of the result of the inspections. Should Purchaser fail to cure all the Deficiencies prior to the scheduled date for the close of escrow, at the option of City or an Eligible Purchaser as defined in Section 10 below, escrow may be closed, title passed and money paid to the Purchaser subject to the condition that such funds as are necessary to pay for curing the Deficiencies, based upon written estimates obtained by City, shall be withheld from the money due Purchaser and held by the escrow holder for the purpose of curing the Deficiencies. City and/or the Eligible Purchaser shall cause the Deficiencies to be cured and, upon certification of completion of work by City, the escrow holder shall utilize such funds to pay for said work. Any remaining funds shall be paid to Purchaser.

8. Nondiscrimination. Purchaser agrees for itself and any successor in interest not to discriminate upon the basis of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof. Purchaser covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof, nor shall Purchaser itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sublessees, or vendees in the Property.

9. Notice of Transfer or Refinancing. If after sale to the first owner occupant, Purchaser intends to transfer or to refinance the Property, Purchaser shall promptly notify City in writing of such intent. For purposes of these Restrictive Covenants, refinance includes a home equity loan or similar line of credit by which the Property secures the promissory note for the loan/line of credit. Prior to executing any documents affecting a transfer or refinancing, Purchaser shall send the notice (hereinafter referred to as the "Notice of Intent to Transfer or Refinance") by certified mail return receipt requested, to the City Manager, City of Clovis, 1033 Fifth Street, Clovis, California 93612. Purchaser has the right to withdraw the Notice of Intent to



Transfer or Refinance prior to the opening of an escrow to purchase the Property or prior to the recording of any financing documents.

10. City's Option to Designate an Eligible Purchaser. Upon receipt of the Notice of the Intent to Transfer, City shall have the option to designate an Eligible Purchaser, as defined in Section 11 below, to purchase the Property in the manner set forth hereunder. Within thirty (30) days of receipt by City of the Notice of Intent to Transfer, City shall: (1) notify Purchaser of the Maximum Sales Price, as defined in Section 12 herein, to be paid for the Property; (2) inspect the Property as described in Section 7, above; and (3) notify Purchaser regarding whether or not City intends to exercise its option to designate an Eligible Purchaser. The notification to Purchaser regarding the option to designate an eligible Purchaser shall be sent by certified mail return receipt requested. If City exercises this option, it shall cause an escrow to purchase the Property to be opened within thirty (30) days following such notification to Purchaser, and it shall cause the Property to be purchased by its designated Eligible Purchaser within one hundred twenty (120) days following receipt by City of Purchaser's Notice of Intent to Transfer.

11. Transfer to Eligible Purchaser and City's Option to Purchase Property. In the event City does not exercise its option to designate an Eligible Purchaser, transfer of the Property by Purchaser must be to an Eligible Purchaser. An Eligible Purchaser shall be defined as:

(a) The City of Clovis;

(b) A household with an annual income that does not exceed eighty percent (80%) of the Fresno County Area Median Income based on the applicable household size, as determined by City pursuant to the appropriate State (Department of Housing and Community Development) and Federal (U. S. Department of Housing and Urban Development) publication.

12. Determination of Maximum Sales Price. After sale to the first owner occupant, the amount of money Purchaser may receive for any transfer of the Property shall be called the "Maximum Sales Price." The Maximum Sales Price shall be calculated as follows:

(a) The price the first owner occupant paid for the Property.

(b) The Purchase Price shall be adjusted by the percentage increase or decrease of the median income of a four-person household for the Fresno County Area as published by the California Department of Housing and Community Development, or its successor, from the purchase date to the date of the Notice of Intent to Transfer.

(c) Added to the Purchase Price shall be the cost of City approved Capital Improvements in Excess of Five Thousand Dollars (\$5,000.00) ("Qualified Capital Improvements") if within sixty (60) days upon completion of such Qualified Capital Improvements, Purchaser submitted the following to City: (1) an itemized list of the Qualified Capital Improvements; (2) reliable proof of completion of the Qualified Capital Improvements



(as evidenced e.g., by final building permits or certificate of completion); (3) reliable evidence of the cost of the Qualified Capital Improvements (as evidenced e.g., by an itemized invoice or receipt).

(d) Added to the Purchase Price shall also be the reasonable closing costs and marketing expenses as determined periodically by City.

13. Determination of Maximum Refinancing Amount. After sale to the first owner occupant, the maximum amount of any refinancing, shall be ninety percent (90%) of the Maximum Sales Price, whether refinancing is a new first deed of trust, a second (or other) deed of trust, a home equity loan, or similar line of credit by which the Property secures the promissory note for the deed of first/loan/line of credit.

14. Defaults and Remedies. Upon a violation of any of the provisions of these Restrictive Covenants, City shall give written notice to Purchaser by certified mail return receipt requested, specifying the nature of the violation. If the violation is not corrected to the satisfaction of City within a reasonable period of time, not longer than thirty (30) days after the date the notice is mailed, or within such further time as City determines is necessary to correct the violation, City may declare a default under these Restrictive Covenants. Upon declaration of a default, City may apply to a court of competent jurisdiction for specific performance of the obligations of these Restrictive Covenants, for an injunction prohibiting a proposed transfer in violation of these Restrictive Covenants, for a declaration that a transfer in violation of the provisions of these Restrictive Covenants is void, or for any such other relief at law or in equity as may be appropriate. In the event of default by Purchaser, and/or by Purchaser's transferee in those circumstances where a transfer has occurred in violation of these Restrictive Covenants, Purchaser and/or the Purchaser's transferee shall hold the City and the Owner and their respective employees or other agents harmless and reimburse the expenses, legal fees and costs for any action the City takes in enforcing the provisions of these Restrictive Covenants.

15. City's Option to Purchase Upon Default. In addition to the remedies provided City in Section 14 above, City has the option to purchase the Property effective upon the declaration of a default. City option to purchase may be exercised upon a default under these Restrictive Covenants. City shall have sixty (60) days after a default is declared to notify Purchaser of its decision to exercise its option to purchase.

16. Non-liability of City. In no event shall City become in any way liable or obligated to Purchaser or to any successor-in-interest of the Purchaser by reason of its option to purchase under either Section 11 or Section 15 herein nor shall City be in any way obligated or liable to the Purchaser or any successor-in-interest of the Purchaser for City's failure to exercise such option to purchase.

17. Invalid Provisions. If any one or more of the provisions contained in these Restrictive Covenants shall for any reason be held to be invalid, illegal or unenforceable in any respect then such provision or provisions shall be deemed severable from the remaining provisions contained in these Restrictive Covenants, and these Restrictive Covenants shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.



18. Controlling Law. The terms of these Restrictive Covenants shall be interpreted under the laws of the State of California.

19. Notices. All notices required herein shall be sent to the City by certified mail return receipt requested, as follows:

City Manager  
City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

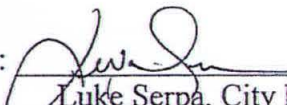
or such other address that the City may subsequently request in writing. Notices to the Purchaser shall be sent by certified mail return receipt requested to the Property address.

20. Interpretation of Restriction Covenants. The terms of these Restrictive Covenants shall be interpreted to encourage to the extent possible that the purchase price of and mortgage payments for the Property remain affordable to moderate, low, very low, extremely low income households.

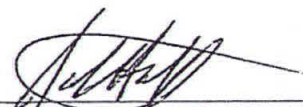
21. Consent of City to Change terms. No changes may be made to these Restrictive Covenants without the written consent of City. City shall be considered a third party beneficiary to these restrictive Covenants.

IN WITNESS WHEREOF, the Grantor/City and Grantee/Purchaser have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, this 26 day of July, 2017.

CITY OF CLOVIS, acting as the Housing Successor to  
the former Clovis Community Development Agency

By:   
Luke Serpa, City Manager

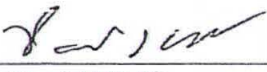
ATTEST:

By:   
John Holt, City Clerk

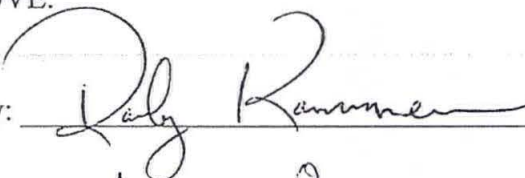
*[Additional Signatures on Next Page]*

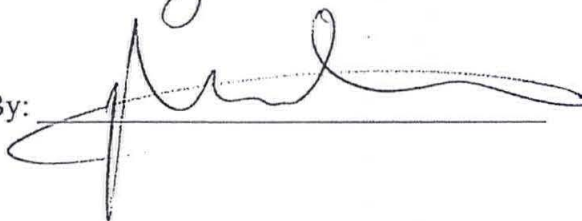
APPROVED AS TO FORM:

LOZANO SMITH

By:   
David Wolfe  
City Attorney

THE GRANTEE/PURCHASER AGREES TO BE BOUND BY  
THE COVENANTS SET FORTH ABOVE.

Dated: 8/25, 2017. By: 

Dated: 8/25, 2017. By: 



**EXHIBIT 3**  
**GRANT DEED**  
**ATTACHMENT A**

**Legal Description of the Property**

That portion of Lots 2, 3 and 4, Block 8, Corrected Map of Stanford Addition to Town of Clovis, recorded in Book 7 of Record of Surveys at Page 56, Fresno County Records, described as follows:

COMMENCING at the Northwest Corner of Lot 1 of said Block 8; thence South 00 degrees 01' 42" West along the West Line of said Lot 1, a distance of 139.92 feet to a point lying 10.00 feet north of the Southwest Corner of Lot 1; thence South 89 degrees 38' 21" East parallel with and 10.00 feet distant from the South Line of Lots 1 through 4 of said Block 8, a distance of 26.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 89 degrees 38' 21" East parallel with and 91.00 feet distant from the West Line of said Lot 1, a distance of 134.94 feet; thence North 89 degrees 39' 09" West parallel with and 5.00 feet distant from the North Line of said Block 8, a distance of 47.00 feet a point lying 44.00 feet east of the West Line of said Block 8, a distance of 47.00 feet to a point lying 44.00 feet east of the West Line of Lot 1; thence South 45 degrees 11' 17" West, a distance of 25.38 feet to a point lying 26.00 feet east of the West Line of said Lot 1; thence South 00 degrees 1' 42" West parallel with and 26.00 feet distant from said West Line, a distance of 116.93 feet to the Point of Beginning.

Containing 0.20 acres more or less.

APN: 491-171-31T

Exhibit 6

**Notice of Affordability Restrictions  
on Transfer of Property**

RECORDING REQUESTED BY, AND )  
WHEN RECORDED, MAIL TO: )

City of Clovis )  
1033 Fifth Street )

Clovis, California 93612 )  
ATTN: City Manager )

(Space above provided for Recorder)

**NOTICE OF AFFORDABILITY RESTRICTIONS  
ON TRANSFER OF PROPERTY**

**1408 Fourth Street, Clovis, CA 93612, APN No. 491-171-31T**

THIS NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY ("Affordability Restrictions") is recorded in association with the Grant Deed in which the City of Clovis, acting as the Housing Successor to the former Clovis Community Development Agency ("Grantor" or "City") acting to carry out a City of Clovis Redevelopment Plan under the Community Redevelopment Law of California, grants to Habitat for Humanity Fresno, Inc., Developer ("Grantee" or "Purchaser") the real property described in **Attachment A** ("Property") attached hereto and incorporated herein.

THESE AFFORDABILITY RESTRICTIONS are recorded as required by California Community Redevelopment Law (section 33334.3,) and sets forth the following information with respect to the Property:

A description of the Affordability Restrictions;

The expiration date of Affordability Restrictions;

The street address of the Property;

The Assessor's Parcel Number of the Property; and,



A legal description of the Property.

### **Restrictive Covenants**

The Grantor's/City's Grant of the subject Property to the Grantee/ Purchaser is being made pursuant to certain Affordability restrictions and other covenants as set forth in the Disposition and Development Agreement entered into between Grantor and Grantee dated July 26, 2017 (the "Agreement"), a copy of which is on file with Grantor at its offices as a public record and which is incorporated herein by reference.

A complete list of the Affordability Restrictions and other restrictive covenants that run with the Property are set forth in the Agreement. The Affordability Restrictions set forth herein are not intended to be, and shall not be interpreted as, a full and complete recitation of the covenants set forth in the Agreement. The covenants set forth herein are provided strictly for the purpose of placing persons and entities on notice of the existence of certain restrictions and covenants that directly affect any transfer or refinance of the Property.

1. Notice of Transfer or Refinancing. In the event Purchaser intends to transfer or to refinance the Property, Purchaser is required to notify City in writing of such intent, as specified in Paragraph 9 of the subject Grant Deed, prior to executing any documents affecting a transfer or refinance.
2. City's Option to Designate an Eligible Purchaser. Upon receipt of the Notice of the Intent to Transfer, City shall have the option to designate an Eligible Purchaser to purchase the Property as specified in Paragraph 10 of the subject Grant Deed.
3. Transfer to Eligible Purchaser and City's Option to Purchase Property. In the event City does not exercise its option to designate an Eligible Purchaser, transfer of the Property by Purchaser must be to an Eligible Purchaser. An Eligible Purchaser shall be defined as:
  - (A) The City of Clovis;
  - (B) A household with an annual income that does not exceed eighty percent (80%) of the Fresno County Area Median Income

based on the applicable household size, as determined by City pursuant to the appropriate State (Department of Housing and Community Development) and Federal (U. S. Department of Housing and Urban Development) publication.

4. Maximum Sales Price. The amount of money Purchaser may receive for any transfer of the Property shall be called the "Maximum Sales Price." The Maximum Sales Price shall be calculated as follows:

(A) The price Purchaser paid for the Property, which at the time of document recording is \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_.00).

*[To be set at the time of first subsequent sale per the Agreement.]*

(B) The Purchase Price shall be adjusted by the percentage increase or decrease of the median income of a four-person household for the Fresno County Area as published by the California Department of Housing and Community Development, or its successor, from the purchase date to the date of the Notice of Intent to Transfer. At the time of document recording, the Fresno County median income for a family of four is \$ 59,900.00.

(C) Added to the Purchase Price shall be the cost of City approved Capital Improvements in Excess of Five Thousand Dollars (\$5,000.00) ("Qualified Capital Improvements") if within sixty (60) days upon completion of such Qualified Capital Improvements, Purchaser submitted the following to City: (1) an itemized list of the Qualified Capital Improvements; (2) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits or certificate of completion); (3) reliable evidence of the cost of the Qualified Capital Improvements (as evidenced e.g., by an itemized invoice or receipt).

(D) Added to the Purchase Price shall also be the reasonable closing costs and marketing expenses as determined periodically by City.

5. Maximum Refinancing Amount. The maximum amount of any refinancing, shall be ninety percent (90%) of the Maximum Sales Price, whether refinancing is a new first deed of trust, a second (or other) deed of



trust, a home equity loan, or similar line of credit by which the Property secures the promissory note for the deed of first/loan/line of credit.

**Date of Expiration of Affordability Restrictions**

The Affordability Restrictions as set forth hereinabove are effective for not less than fifty-five (55) years from the date of the transfer of Property.

**Street Address of Property**

The street address of the Property subject to the Affordability Restrictions as set forth hereinabove is 1408 Fourth Street, Clovis, CA 93612.

**Assessor's Parcel Number of Property**


The Assessor's Parcel Number (APN) for the Property subject to the Affordability Restrictions as set forth hereinabove is 491-171-31T.

**Legal Description of Property**

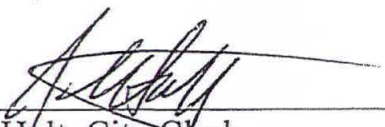
The legal description of the Property which is subject to the Affordability Restrictions is described in **Attachment 1** ("Property") hereto and incorporated herein.

IN WITNESS WHEREOF, the Grantor/City and Grantee/Purchaser have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, this 26 day of July, 2017.

CITY OF CLOVIS, acting as the Housing Successor  
to the former Clovis Community Development Agency

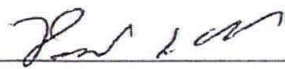
By:   
Luke Serpa, City Manager

ATTEST:

By:   
John Holt, City Clerk

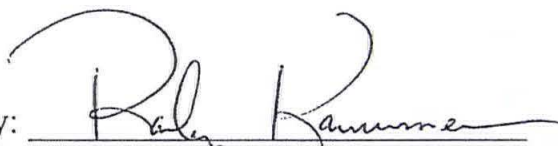
APPROVED AS TO FORM:

LOZANO SMITH

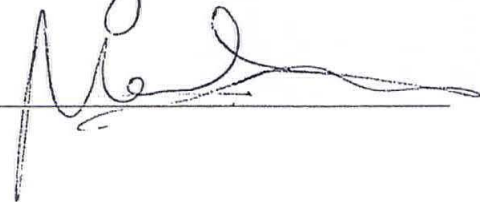
By:   
David Wolfe  
City Attorney

THE GRANTEE/PURCHASER AGREES TO BE BOUND BY THE  
COVENANTS SET FORTH ABOVE.

Dated: Aug 25, 2017.

By: 

Dated: Aug 25, 2017.

By: 



# **NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF TITLE**

## **ATTACHMENT A**

### **Legal Description of the Property**

That portion of Lots 2, 3 and 4, Block 8, Corrected Map of Stanford Addition to Town of Clovis, recorded in Book 7 of Record of Surveys at Page 56, Fresno County Records, described as follows:

COMMENCING at the Northwest Corner of Lot 1 of said Block 8; thence South 00 degrees 01' 42" West along the West Line of said Lot 1, a distance of 139.92 feet to a point lying 10.00 feet north of the Southwest Corner of Lot 1; thence South 89 degrees 38' 21" East parallel with and 10.00 feet distant from the South Line of Lots 1 through 4 of said Block 8, a distance of 26.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 89 degrees 38' 21" East parallel with and 91.00 feet distant from the West Line of said Lot 1, a distance of 134.94 feet; thence North 89 degrees 39' 09" West parallel with and 5.00 feet distant from the North Line of said Block 8, a distance of 47.00 feet a point lying 44.00 feet east of the West Line of said Block 8, a distance of 47.00 feet to a point lying 44.00 feet east of the West Line of Lot 1; thence South 45 degrees 11' 17" West, a distance of 25.38 feet to a point lying 26.00 feet east of the West Line of said Lot 1; thence South 00 degrees 1' 42" West parallel with and 26.00 feet distant from said West Line, a distance of 116.93 feet to the Point of Beginning.

Containing 0.20 acres more or less.

APN: 491-171-31T

Exhibit 6

**Notice of Affordability Restrictions  
on Transfer of Property**

RECORDING REQUESTED BY, AND )  
WHEN RECORDED, MAIL TO: )

City of Clovis )  
1033 Fifth Street )

Clovis, California 93612 )

ATTN: City Manager )

(Space above provided for Recorder)

**NOTICE OF AFFORDABILITY RESTRICTIONS  
ON TRANSFER OF PROPERTY**

**1418 Fourth Street, Clovis, CA 93612, APN No. 491-171-30T**

THIS NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY ("Affordability Restrictions") is recorded in association with the Grant Deed in which the City of Clovis, acting as the Housing Successor to the former Clovis Community Development Agency ("Grantor" or "City") acting to carry out a City of Clovis Redevelopment Plan under the Community Redevelopment Law of California, grants to Habitat for Humanity Fresno, Inc., Developer ("Grantee" or "Purchaser") the real property described in **Attachment A** ("Property") attached hereto and incorporated herein.

THESE AFFORDABILITY RESTRICTIONS are recorded as required by California Community Redevelopment Law (section 33334.3,) and sets forth the following information with respect to the Property:

A description of the Affordability Restrictions;

The expiration date of Affordability Restrictions;

The street address of the Property;

The Assessor's Parcel Number of the Property; and,



A legal description of the Property.

### **Restrictive Covenants**

The Grantor's/City's Grant of the subject Property to the Grantee/ Purchaser is being made pursuant to certain Affordability restrictions and other covenants as set forth in the Disposition and Development Agreement entered into between Grantor and Grantee dated July 26, 2017 (the "Agreement"), a copy of which is on file with Grantor at its offices as a public record and which is incorporated herein by reference.

A complete list of the Affordability Restrictions and other restrictive covenants that run with the Property are set forth in the Agreement. The Affordability Restrictions set forth herein are not intended to be, and shall not be interpreted as, a full and complete recitation of the covenants set forth in the Agreement. The covenants set forth herein are provided strictly for the purpose of placing persons and entities on notice of the existence of certain restrictions and covenants that directly affect any transfer or refinance of the Property.

1. Notice of Transfer or Refinancing. In the event Purchaser intends to transfer or to refinance the Property, Purchaser is required to notify City in writing of such intent, as specified in Paragraph 9 of the subject Grant Deed, prior to executing any documents affecting a transfer or refinance.

2. City's Option to Designate an Eligible Purchaser. Upon receipt of the Notice of the Intent to Transfer, City shall have the option to designate an Eligible Purchaser to purchase the Property as specified in Paragraph 10 of the subject Grant Deed.

3. Transfer to Eligible Purchaser and City's Option to Purchase Property. In the event City does not exercise its option to designate an Eligible Purchaser, transfer of the Property by Purchaser must be to an Eligible Purchaser. An Eligible Purchaser shall be defined as:

(A) The City of Clovis;

(B) A household with an annual income that does not exceed eighty percent (80%) of the Fresno County Area Median Income

based on the applicable household size, as determined by City pursuant to the appropriate State (Department of Housing and Community Development) and Federal (U. S. Department of Housing and Urban Development) publication.

4. Maximum Sales Price. The amount of money Purchaser may receive for any transfer of the Property shall be called the "Maximum Sales Price." The Maximum Sales Price shall be calculated as follows:

(A) The price Purchaser paid for the Property, which at the time of document recording is \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00).

*[To be set at the time of first subsequent sale per the Agreement.]*

(B) The Purchase Price shall be adjusted by the percentage increase or decrease of the median income of a four-person household for the Fresno County Area as published by the California Department of Housing and Community Development, or its successor, from the purchase date to the date of the Notice of Intent to Transfer. At the time of document recording, the Fresno County median income for a family of four is \$ 59,900.<sup>02</sup>.

(C) Added to the Purchase Price shall be the cost of City approved Capital Improvements in Excess of Five Thousand Dollars (\$5,000.00) ("Qualified Capital Improvements") if within sixty (60) days upon completion of such Qualified Capital Improvements, Purchaser submitted the following to City: (1) an itemized list of the Qualified Capital Improvements; (2) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits or certificate of completion); (3) reliable evidence of the cost of the Qualified Capital Improvements (as evidenced e.g., by an itemized invoice or receipt).

(D) Added to the Purchase Price shall also be the reasonable closing costs and marketing expenses as determined periodically by City.

5. Maximum Refinancing Amount. The maximum amount of any refinancing, shall be ninety percent (90%) of the Maximum Sales Price, whether refinancing is a new first deed of trust, a second (or other) deed of



trust, a home equity loan, or similar line of credit by which the Property secures the promissory note for the deed of first/loan/line of credit.

**Date of Expiration of Affordability Restrictions**

The Affordability Restrictions as set forth hereinabove are effective for not less than fifty-five (55) years from the date of the transfer of Property.

**Street Address of Property**

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**Assessor's Parcel Number of Property**

The Assessor's Parcel Number (APN) for the Property subject to the Affordability Restrictions as set forth hereinabove is 491-171-30T.

**Legal Description of Property**


The legal description of the Property which is subject to the Affordability Restrictions is described in **Attachment 1** ("Property") hereto and incorporated herein.

IN WITNESS WHEREOF, the Grantor/City and Grantee/Purchaser have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, this 26 day of July, 2017.

CITY OF CLOVIS, acting as the Housing Successor  
to the former Clovis Community Development Agency

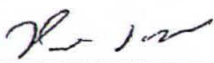
By:  \_\_\_\_\_  
Luke Serpa, City Manager

ATTEST:

By:   
John Holt, City Clerk

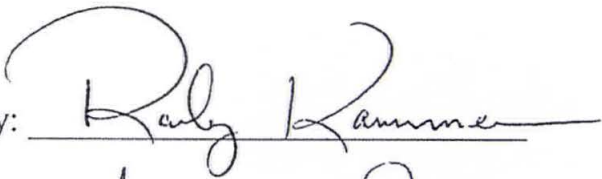
APPROVED AS TO FORM:

LOZANO SMITH

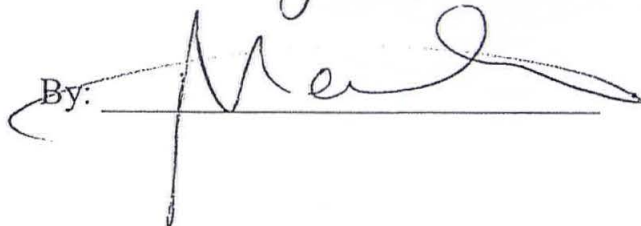
By:   
David Wolfe  
City Attorney

THE GRANTEE/PURCHASER AGREES TO BE BOUND BY THE  
COVENANTS SET FORTH ABOVE.

Dated: Aug 25, 2017.

By: 

Dated: Aug 25, 2017.

By: 



# **NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF TITLE**

## **ATTACHMENT A**

### **Legal Description of the Property**

That portion of Lots 4, 5 and 6, Block 8, Corrected Map of Stanford Addition to Town of Clovis, recorded in Book 7 of Record of Surveys at Page 56, Fresno County Records, described as follows:

COMMENCING at the Northwest Corner of Lot 1 of said Block 8; thence South 89 degrees 39' 09" East along the North Line of said Block 8, a distance of 149.96 feet to the Northeast Corner of said Lot 6; thence South 00 degrees 01' 29" West along the East Line of said Lot 6, a distance of 5.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 00 degrees 01' 29" West along said East Line, a distance of 134.96 feet to a point lying 10.00 feet north of the Southeast Corner of said Lot 6; thence North 89 degrees 38' 21" West parallel with and 10.00 feet distant from the South Line of said Block 8; thence North 00 degrees 01' 42" East parallel with and 91.00 feet distance from said West Line, a distance of 134.94 feet to a point lying 5.00 feet south of the North Line of said Block 8; thence South 89 degrees 39' 09" East parallel with and 5.00 feet distant from said North Line, a distance of 58.96 feet to the Point of Beginning.

Containing 0.18 acres more or less.

APN: 491-171-30T

## Exhibit 6

### Reversionary Interest Notice

RECORDING REQUESTED BY AND )  
WHEN RECORDED, RETURN TO AND )  
MAIL TAX STATEMENTS TO: )  
 )  
City of Clovis )  
1033 Fifth Street )  
Clovis, CA 93612 )

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#### NOTICE OF REVERSIONARY INTEREST

**1408 Fourth Street, Clovis, CA 93612, APN No. 491-171-31T**

WHEREAS, the CITY OF CLOVIS, acting as the Housing Successor to the former Clovis Community Development Agency ("City") and Habitat for Humanity, a California nonprofit corporation ("Developer"), entered into a Disposition and Development Agreement ("Agreement") dated \_\_\_\_\_, 2017 in connection with the sale of certain real property to Developer at 1408 Fourth Street, in the City of Clovis ("Property" or "Parcel").

WHEREAS, pursuant to Sections 2 and 8.4 of the Agreement, Developer failed to complete certain Improvements by specified dates or otherwise failed to timely cure a breach of the Agreement, and therefore Title to the identified Property has reverted back to City.

NOW, THEREFORE, City does hereby give notice that Title has reverted to City for the identified Property and City intends to exercise all rights to the Property.

IN WITNESS WHEREOF, the City has duly executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CLOVIS, acting as the Housing Successor  
to the former Clovis Community Development Agency

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



# **DISPOSITION AND DEVELOPMENT AGREEMENT**

## **CITY OF CLOVIS and HABITAT FOR HUMANITY**

**(1418 Fourth Street, APN No. 491-171-30T)**

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## **EXHIBITS**

1. Legal Description of the Property and Parcels
2. Map of the Property and Parcels
3. Form of Grant Deed to Developer
4. Schedule of Performance
5. Notice of Affordability Restrictions on Transfer of Property
6. Reversionary Interest



## DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between the City of Clovis acting as the Housing Successor to the former Clovis Community Development Agency ("City") and Habitat for Humanity Fresno, Inc., a California nonprofit corporation, DBA Habitat for Humanity Fresno County ("Developer") with respect to the following recitals, which are a substantive part of this Agreement. The effective date of this Agreement shall be the date the Agreement is executed by City ("Effective Date").

### RECITALS

A. City owns the parcel located at 1418 Fourth Street, Clovis, Assessor's Parcel No. 491-171-30T ("Property" or "Parcel"). The Property is legally described in **Exhibit 1**.

B. City desires Developer to develop the Property for affordable housing pursuant to this Agreement in order to fulfill the intent of the City of Clovis Redevelopment Plans.

C. Developer desires to acquire the Property for the purposes of building affordable housing in accordance with the Redevelopment Plans.

D. The transfer of the Property in accordance with the terms of this Agreement is consistent with the health, safety, morals and welfare of the residents of Clovis, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

NOW, THEREFORE, the Parties agree as follows:

1. **Sale of Property.** City agrees to sell the Property to Developer for the fair market value established by an MAI appraiser ("Purchase Price"). The Purchase Price may be satisfied through the City financing as set forth in **Section 5**. The Property shall be developed by Developer as an individual single-family home for sale, and as affordable housing in conformance with the applicable Redevelopment Plan and subject to the restrictions of this Agreement. The Parcel is depicted in the map attached as **Exhibit 2**. The City shall convey to Developer fee simple title to the Parcel, comprising the Property free and clear of all recorded liens, encumbrances, assessments, leases, and taxes except as are consistent with this Agreement, subject only to easements of record. The Parcel shall be sold subject to City's Grant Deed Containing Covenants, Conditions and Restrictions Governing Use of the Property as set forth in **Exhibit 3** ("Grant Deed"). The sale of the Property shall be subject to a reversionary interest as set forth in **Section 2**.

2. **Reversionary Interest.** The Grant Deed for the Property shall contain the following restrictions: (1) a restriction that if Developer fails to complete the construction of the housing on the Property within the time period set forth in the Schedule of Performance (**Exhibit 4**), title to the subject property shall automatically revert back to City; and (2) a restriction that if Developer fails to cure a breach of this Agreement within thirty (30) days after written notice thereof by

City, title to the Property shall automatically revert back to City. This Reversionary Interest shall terminate upon sale of each Parcel to the first owner-occupant.

If title to the Property reverts back to City in accordance with this Section, City shall be entitled to reenter and take possession of the Property, with all improvements thereon. Any and all buildings and fixtures on the Property shall, without compensation to Developer, become the property of City free and clear of all claims to or against them by Developer, or any third party. These rights are to be interpreted in light of the fact that the City conveyed the Property to Developer at no cost.

This Reversionary Interest shall terminate upon sale of a Parcel to the first owner-occupant as set forth in **Section 7**.

### **3. Escrow.**

3.1. Opening. Within ten (10) days of the Effective Date, City shall open Escrow with a mutually agreeable escrow company ("Title Company" or "Escrow Agent") by depositing a copy of this Agreement with Escrow Agent. The Parties shall execute such other supplemental escrow instructions required by Escrow Agent or otherwise necessary to carry out the terms of this Agreement. This Agreement constitutes the joint escrow instructions of City and Developer with respect to conveyance of the Property. The Escrow Agent is hereby empowered to act under this Agreement and shall carry out its duties accordingly.

3.2. Escrow Account. All funds received into Escrow shall be deposited by Escrow Agent in a general escrow account with any state or national bank doing business in the state of California. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month.

3.3. Developer's Obligations. Prior to the close of escrow ("Closing"), Developer shall deliver into Escrow:

- a. The Purchase Price for the Property, which may be in the form of the City grant set forth in **Section 5**.
- b. One hundred percent (100%) of any costs and fees associated with Escrow.
- c. The cost of the premium for the title insurance policy or special endorsements for the Parcel.
- d. Any taxes or other fees related to the Property after conveyance of title, but which are required to be paid into Escrow.



3.4 City's Obligations. Prior to Closing, City shall deliver into escrow:

- a. The Grant Deed conveying to Developer title to the Parcel in substantially the form attached as Exhibit 3.
- b. Any costs necessary to place the title to the Parcel in the condition for conveyance required by the provisions of this Agreement;
- c. Zero percent (0.00%) of any costs and fees associated with Escrow;
- d. Any cost of drawing the grant deed or deeds;
- e. All recording and notary fees;
- f. Any taxes or other fees related to the Property prior to conveyance of title, but which are required to be paid into Escrow; and
- g. Any state, county or City documentary transfer tax.

3.5 Duties of Escrow Agent. The Escrow Agent shall perform the following duties in accordance with this Agreement:

- a. Pay and charge City and Developer, respectively, for any costs and fees payable under this Section 3. Before such payments are made, Escrow Agent shall notify City and Developer of the costs and fees necessary to clear title and close Escrow;
- b. Disburse funds and deliver the Grant Deed and other documents to the parties entitled thereto when the conditions of the Escrow have been fulfilled by City and Developer; and
- c. Record any instruments delivered through Escrow, if necessary or proper, to vest title in Developer in accordance with the terms and provisions of this Agreement.

3.6. Cancellation of Escrow. If the Closing of Escrow does not occur before the time for conveyance established in the Schedule of Performance, Escrow may be canceled by mutual agreement of the Parties or, if one Party has not performed its obligations under this Agreement, individually by a Party who has fully performed the acts required by this Agreement ("Canceling Party"). The Canceling Party shall provide written notice of cancellation to the Escrow Agent. Upon receipt of the notice of cancellation, Escrow Agent shall return all money, papers or documents delivered into Escrow.

3.7. Liability of Escrow Agent. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under this Section.

3.8. Conveyance of Title and Delivery of Possession. Conveyance of title to the Parcels shall be completed on or prior to the dates specified in the Schedule of Performance.

City and Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions. Possession of the Property shall be delivered to Developer concurrently with the conveyance of title thereto.

3.9 No Broker Fees. The Parties represent that they have not engaged any broker, agent or finder in connection with this transaction. Each Party shall bear their own costs, if any, of any real estate commissions or brokerage fees.

3.10 Title Report and Permitted Exceptions. Title Company shall prepare and deliver to City and Developer a current preliminary title report ("Title Report") for the Property, together with a copy of the documents listed as exceptions therein. As a condition precedent to Developer's obligations, but not as a covenant of City, City shall convey the Property, and Developer shall accept the Property, subject to the following matters, which are collectively referred to as the "Permitted Exceptions":

- a. All exceptions to title shown in the Title Report that are approved or deemed approved by Developer;
- b. The lien of non-delinquent real and personal property taxes and assessments;
- c. Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now existing or hereafter in effect with respect to the Property;
- d. Matters affecting the condition of title created by or with the written consent of Developer;
- e. Water rights, and claims of title to water, whether or not shown by the public records; and
- f. Unless Developer elects to obtain an ALTA policy of title insurance, discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any state of facts which inspection of the Property would disclose and which are not shown by the public records; and standard printed exclusions generally included in a CLTA owner's policy (or ALTA owner's policy, as the case may be).

3.11 Title Insurance. Title Company shall provide to Developer a title insurance policy for the Parcel insuring that title is vested in the Developer in the condition required by this Section and in the amount of the Purchase Price. Title Company shall provide City with a copy of the title insurance policy. Title Company shall, if requested by Developer, provide Developer with an endorsement to insure the amount of Developer's estimated development costs for the improvements to be constructed upon the Parcel. Developer shall pay the entire premium for any such increase in coverage requested by it.



3.12 Representations of City. Except as specifically provided, the following constitute representations of City, which shall be true and correct as of the Close of Escrow to the best of City's knowledge:

a. City has no actual knowledge, without duty of investigation on City's part, of any actions, suits, material claims, including claims based on labor or services performed, tenants' claims or disputes, or legal proceeding affecting the Property.

b. City has not received any notice from governmental authorities pertaining to violation of law or governmental regulations with respect to the Property.

c. City has no actual knowledge, without duty of investigation on City's part, of any pending proceeding in eminent domain or otherwise, which would affect the Property.

d. City has no knowledge of any leases, subleases, occupancies or tenancies pertaining to the Property, which have not been disclosed to Developer. To the best of City's knowledge, no one else has right of possession or other agreements to lease or purchase the Property.

e. City has no actual knowledge, without duty of investigation, of the presence of underground storage tanks, asbestos, PCBs or any hazardous waste, pollutants or contaminants as defined under any federal, state, or local statute, regulation or ordinance which are or have been released on or under the Property.

3.13 Condition of the Parcel.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT CITY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

DEVELOPER ACKNOWLEDGES AND AGREES THAT UPON CLOSING CITY SHALL SELL AND CONVEY TO DEVELOPER AND DEVELOPER SHALL ACCEPT EACH OF THE PARCELS AND THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. DEVELOPER HAS NOT RELIED AND WILL NOT RELY ON, AND CITY IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY CITY OR ANY EMPLOYEES OR AGENTS REPRESENTING OR PURPORTING TO REPRESENT CITY, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET



FORTH IN THIS AGREEMENT. DEVELOPER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

DEVELOPER REPRESENTS TO CITY THAT DEVELOPER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS DEVELOPER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON THE SAME.

#### **4. Preliminary Work by Developer.**

4.1 License. City grants Developer and its agents permission to access the Property at reasonable times prior to the Close of Escrow to perform testing and preliminary work necessary to carry out this Agreement. Such testing and work shall be done at the sole expense and risk of Developer. Developer shall indemnify, defend and hold the City of Clovis, their officers, employees, volunteers, and agents, harmless against any claims resulting from such testing and work, or from access and use of the Parcel. Developer shall provide copies of data, surveys and tests obtained or made by Developer on the Parcel. Any testing or work by Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

4.2 Existing Documents. City shall provide Developer copies of all data and information regarding the Property available to City, but without warranty or representation by City as to the completeness, correctness or validity of such data and information.

#### **5. Financing.**

5.1 City Grant for Purchase Price. City agrees to transfer the Property to Developer for zero dollars (\$0.00), which shall be considered a grant for the Purchase Price ("City Grant").

The Grant Deed shall contain a Reversionary Interest as set forth in **Section 2.**

#### **6. Development of the Property.**

6.1 Construction Plans and Related Drawings and Documents. Developer shall prepare and submit construction plans and related drawings and documents ("Construction Plans") for each of the Parcels to City for review and written approval. Developer shall first submit preliminary Construction Plans for City approval. City shall return its comments and Developer shall consider those comments in developing final Construction Plans, which shall include sufficient detail to obtain required construction and building permits from the appropriate governmental agencies. Final Construction Plans shall be submitted to City for approval. Any disapproval shall state in writing the reasons for disapproval and the required change. Upon



receipt of a notice of disapproval, Developer shall revise the Construction Plans and resubmit them to City as soon as practicable. Developer may not commence construction until after it has received approval of the final Construction Plans from City.

6.2 Changes to Final Plans. If Developer desires to make any substantial change in the Final Construction Plans after their approval by City, Developer shall submit the proposed change to City for its approval.

6.3 Progress Meetings. During the preparation of Construction Plans, City and Developer staff shall hold regular progress meetings to coordinate the preparation, submission and review of Construction Plans by City.

6.4 Cost of Construction. City and Developer shall pay their own costs related to administration of their respective obligations under this Agreement.

6.5 Indemnification and Insurance. Developer agrees to indemnify, defend, and hold harmless the City of Clovis, and its officers, employees, volunteers, and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with this Agreement. Without limiting Developer's obligations under this Section, Developer shall maintain insurance satisfactory to City's Risk Manager covering its activities under this Agreement. If Developer fails to maintain the insurance required by this Agreement, City may immediately terminate this Agreement or elect to procure or renew such insurance at its expense. Developer shall immediately reimburse City for all expenses related to City procuring insurance due to Developer's breach.

6.6 City and Other Governmental Agency Permits. Notwithstanding City's obligation to review and approve Construction Plans, before commencement of construction on any Parcel, Developer shall, at its own expense, secure all permits required by the City or any other governmental agency for the Development. City shall cooperate with Developer in securing these permits.

6.7 Local, State and Federal Laws. Developer shall carry out construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.

6.8 Anti-Discrimination During Construction. Developer, for itself and its successors and assigns, agrees that in the construction of the improvements provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, or disability as defined in California Government Code section 12955, *et seq.*

6.9 Taxes, Assessments, Encumbrances and Liens. Developer shall pay all real estate taxes and assessments assessed and levied on each of the Parcels comprising the Property for any period subsequent to conveyance of title to such Parcel. Prior to the issuance of a Certificate of Occupancy therefor, Developer shall not place or allow to be placed on any Parcel any mortgage,



trust deed, encumbrance or lien unauthorized by this Agreement. Developer shall remove or have removed any levy or attachment made on any Parcel, or shall assure the satisfaction thereof, within a reasonable time, but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to Developer in respect thereto.

6.10 Certificate of Occupancy. Promptly after completion of all construction to be completed by Developer upon a Parcel, City shall furnish Developer with a Certificate of Occupancy, indicating the satisfactory completion as required by this Agreement. The Certificate of Occupancy may be recorded in the Office of the County Recorder of Fresno County. The City shall not unreasonably withhold any Certificate of Occupancy. Such Certificate of Occupancy is not notice of completion as referred to in California Civil Code section 3093.

6.11 Prohibition Against Transfer of the Parcels, the Buildings or Structures Thereon and Assignment of Agreement. Prior to City issuing a Certificate of Occupancy for a Parcel, Developer shall not, unless expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of such Parcel without the prior written approval of City. This is not intended to prohibit the granting of easements or permits to facilitate the development of the Parcel.

## **7. Affordable Housing Requirements.**

7.1 Covenants Running with the Land. Developer agrees that the Parcel shall be designated affordable housing and the following covenants, in addition to those set forth in the Grant Deed incorporated herein by reference (**Exhibit 3**), shall run with the land:

- a. Construction on the Parcel shall be a single family residence.
- b. The maximum sale price to the first owner occupant shall not exceed the appraised value of the Property.
- c. After issuance of a Certificate of Occupancy, the Parcel shall be made available for sale at an affordable housing cost as defined in California Health and Safety Code section 50052.5, to persons and families of low or moderate income ("Qualified Buyer"). Qualified Buyer means a household whose income does not exceed eighty percent (80%) of area-median income, adjusted for family size, as determined by City, pursuant to section 50093 of the California Health and Safety Code. The requirements set forth in the California Community Redevelopment Law, Health and Safety Code § 33000 et seq. shall be followed in selecting a Qualified Buyer. To that end, prior to any sale or transfer of any portion of or any interest in the Parcel, Developer shall submit to City a request for approval of the proposed transferee. The request shall be accompanied by the following information: (i) the proposed sale price; (ii) the information necessary to determine Buyer's status as a Qualified Buyer; (iii) details of the first mortgage; and (iv) any other information necessary for City to ensure compliance with the California



Community Redevelopment Law. City may reject the proposed transferee if the transferee is not a Qualified Buyer, if the transferee will be spending more than thirty percent (30%) of its gross income for housing, and for a failure to meet any requirement under the California Community Redevelopment Law.

d. SPECIFIC REFERENCE IS MADE TO **EXHIBIT 3**, THE GRANT DEED, FOR COVENANTS PERTAINING TO: RESTRICTIONS ON SUBSEQUENT TRANSFERS OF THE PARCEL; MAINTENANCE OF THE PARCEL; CITY OPTION TO DESIGNATE SUBSEQUENT ELIGIBLE PURCHASERS; CITY OPTION TO PURCHASE A PARCEL UPON A PROPOSED SUBSEQUENT SALE; DETERMINATION OF MAXIMUM PRICE FOR SUBSEQUENT SALES OF THE PARCEL; DETERMINATION OF MAXIMUM REFINANCING AMOUNTS; AND OTHER COVENANTS AS SET FORTH IN **EXHIBIT 3**.

7.2 Other Obligations. Developer shall obtain from the owner-occupant of the Parcel, and deliver to City concurrently with the close of escrow for the sale of the Parcel, the following documents: (i) Attachment B to the Grant Deed (see **Exhibit 3**) which is the City of Clovis Homeownership Assistance Program Acknowledgment of Restrictive Covenants Governing Use and Resale of the Property Including Option to Designate Eligible Purchasers; and (ii) Notice of Affordability Restrictions on Transfer of Property as set forth in **Exhibit 5**.

7.3 Obligation to Refrain From Discrimination. Developer covenants by and for itself and any successors in interest not to discriminate upon the basis of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof. Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sublessees, or vendees in the Property.

7.4 Effect and Duration of Covenants. Except as otherwise provided, the covenants contained in this Agreement and the Grant Deeds for the Parcel shall remain in effect in perpetuity. The covenants established in this Agreement and the Grant Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, its successors and assigns and any successor in interest to any of the Parcels comprising the Property.

7.5 City as Beneficiary of Covenants. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of City without



regard to whether City has been, remains or is an owner of any land or interest therein in any of the Parcel comprising the Property or in the Redevelopment Plan project areas. City shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

7.6 Developer Acknowledgment of Covenants. DEVELOPER ACKNOWLEDGES AND AGREES THAT, AS A RESULT OF THIS AGREEMENT, THE SALE OF THE PARCEL MAY BE RENDERED MORE DIFFICULT THAN WOULD BE THE CASE ABSENT THE AGREEMENT, THAT WHEN THE PARCELS ARE SOLD, IT IS LIKELY THAT THE AMOUNT RECOVERED BY THE DEVELOPER WILL BE SUBSTANTIALLY LESS THAN WOULD BE RECEIVED ABSENT THE RESTRICTIONS AND LIMITATIONS OF THIS AGREEMENT.

DEVELOPER'S INITIALS dh

## **8. Defaults, Remedies and Termination.**

8.1 Defaults - General. Upon material breach of this Agreement, the non-defaulting party shall give written notice of default to the other party within thirty (30) days, which notice shall identify the breach and demand a cure. If default is not cured by the defaulting party within thirty (30) days, the noticing party may terminate this Agreement and/or seek remedy pursuant to this Agreement. Any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

### **8.2 Legal Actions.**

8.2.1 Institution of Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Fresno, State of California, or in the appropriate Federal District Court (for Fresno County) in the State of California.

8.2.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

### **8.3 Termination**

8.3.1 Termination by the City Prior to Conveyance. City may terminate this Agreement prior to conveyance of title to the Developer for the following breaches if such breach is not cured within thirty (30) days after written demand by the City:



- a. The Developer transfers or assigns or attempts to transfer or assign this Agreement or any rights herein related to the Property, or the buildings or improvements thereon in violation of this Agreement; or
- b. There is any significant change in the ownership or identity of the Developer; or
- c. The Developer does not submit evidence that it has the necessary financing for building on the Property; or
- d. The Developer fails to submit to City the Construction Plans; or
- e. The Developer is in breach or default with respect to any other obligation of the Developer under this Agreement.

8.4 Reversionary Interest. As set forth above in **Section 2**, if Developer fails to complete the construction of the housing on any of the lots within the time period set forth in the Schedule of Performance (**Exhibit 4**), title to the Property shall automatically revert back to City.

8.5 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 such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

## **9. Miscellaneous Provisions.**

9.1 Enforced Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to events or occurrences beyond the control of the party who would be in default such as unusually severe weather or inability to secure necessary labor, materials or tools. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall run from the time of commencement of the cause. Notice by the party claiming such extension shall be sent to the other party within thirty (30) days after the commencement of the cause. If notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the party claiming the extension shall be liable for damages caused for the time period between the commencement of the cause and the providing of notice. Times of performance under this Agreement may also be extended in writing by City and Developer.

9.2 Inspection of Books and Records. City has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Developer pertaining to the Property and each Parcel thereof as pertinent to the purposes of this Agreement.

9.3 Integration. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement

or a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Any amendment shall be in writing, subject to approval of both parties.

9.4 Interpretation. Each of the Parties acknowledges and agrees that this Agreement is an accord to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

9.5 Further Documents and Actions. Each of the Parties agrees to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.

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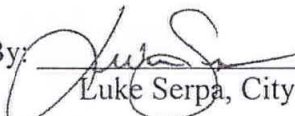
(SIGNATURES ON FOLLOWING PAGE)



IN WITNESS WHEREOF, City and Developer have signed this Agreement as set forth below.

CITY OF CLOVIS, acting as the Housing  
Successor to the former Clovis Community  
Development Agency

Dated: 7/26/17

By:   
Luke Serpa, City Manager

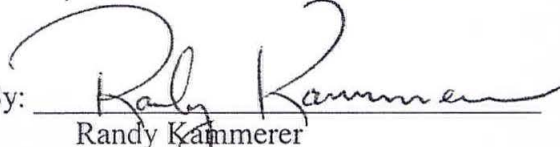
"CITY"

HABITAT FOR HUMANITY  
A California nonprofit corporation

Dated: 8/25/17

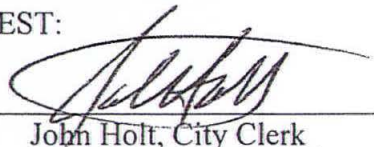
By:   
Matthew Grundy  
Its: Chief Executive Officer

Dated: 8/25/17

By:   
Randy Kammerer  
Its: Board Chairman

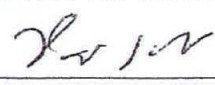
"DEVELOPER"

ATTEST:

By:   
John Holt, City Clerk

Dated: 7/26/2017

APPROVED AS TO FORM:

By:   
David J. Wolfe  
City Attorney

Dated: 7/31/17

# **EXHIBIT 1**

## **LEGAL DESCRIPTION OF THE PROPERTY**

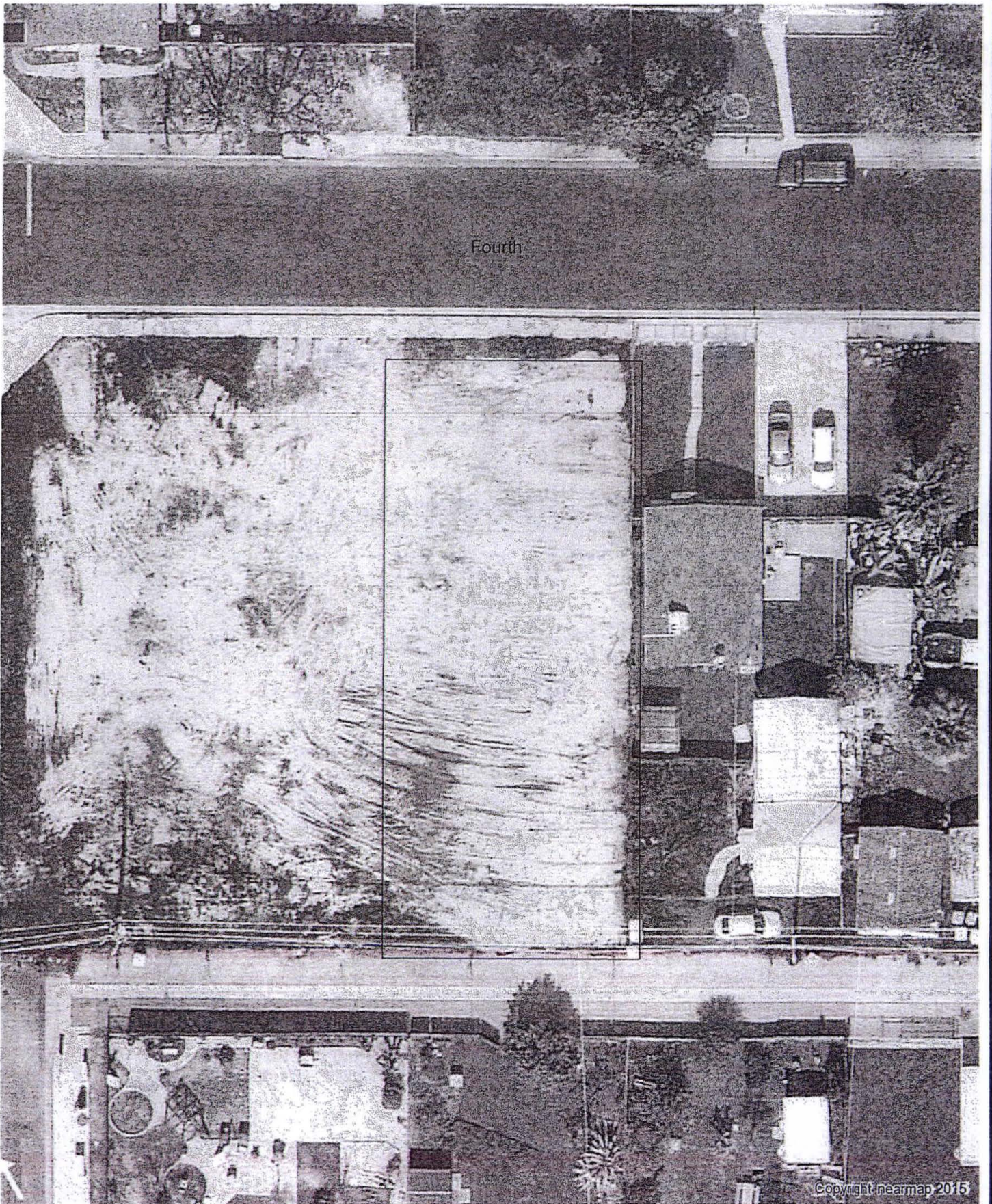
That portion of Lots 4, 5 and 6, Block 8, Corrected Map of Stanford Addition to Town of Clovis, recorded in Book 7 of Record of Surveys at Page 56, Fresno County Records, described as follows:

COMMENCING at the Northwest Corner of Lot 1 of said Block 8; thence South 89 degrees 39' 09" East along the North Line of said Block 8, a distance of 149.96 feet to the Northeast Corner of said Lot 6; thence South 00 degrees 01' 29" West along the East Line of said Lot 6, a distance of 5.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 00 degrees 01' 29" West along said East Line, a distance of 134.96 feet to a point lying 10.00 feet north of the Southeast Corner of said Lot 6; thence North 89 degrees 38' 21" West parallel with and 10.00 feet distant from the South Line of said Block 8; thence North 00 degrees 01' 42" East parallel with and 91.00 feet distance from said West Line, a distance of 134.94 feet to a point lying 5.00 feet south of the North Line of said Block 8; thence South 89 degrees 39' 09" East parallel with and 5.00 feet distant from said North Line, a distance of 58.96 feet to the Point of Beginning.

Containing 0.18 acres more or less.

APN: 491-171-30T





7/24/2017

1418 Fourth Street  
Clovis, CA 93612  
491-171-30T



1" = 30'



**EXHIBIT 3  
GRANT DEED  
ATTACHMENT B**

**CITY OF CLOVIS HOMEOWNERSHIP ASSISTANCE PROGRAM  
ACKNOWLEDGMENT OF RESTRICTIVE COVENANTS  
GOVERNING USE AND RESALE OF THE PROPERTY INCLUDING  
OPTION TO DESIGNATE ELIGIBLE PURCHASERS**

The undersigned acknowledges as follows:

1. I/We am/are purchasing the Property at 1418 Fourth Street, Clovis, CA 93612, designated as Assessor's Parcel Number 491-171-30T.
2. There is recorded against this Property Restrictive Covenants which limit the use and resale of the Property and allow City to designate eligible purchasers. These Restrictive Covenants run with the land for perpetuity.
3. I/We meet the current requirements established by the City in order to be deemed an "Eligible Purchaser" as defined in Section 10 of the Restrictive Covenants.
4. I/We have read and fully understand these Restrictive Covenants and understand that this, in part, sets forth limitations regarding the transfer of the Property; establishes a maximum sales price for which the Property may be resold based on adjustments to the medium income of a four-person household for the Fresno County area as published by the California Department of Housing and Community Development; establishes the maximum amount for which the Property may be refinanced and establishes a definition of an Eligible Purchaser.
5. I/We have had the opportunity to ask City staff any questions I/we have about the document.
6. The original sales price paid for the Property is \$\_\_\_\_\_. The current area median income for a family of four for the Fresno County area is \$\_\_\_\_\_.
7. I/We understand that this document runs with the land and is binding on us when we decide to transfer or refinance the Property, and we agree to comply fully with its terms.

OWNERS:

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

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_



## Exhibit 4

### Schedule of Performance

	<u>Action</u>	<u>Date</u>
1.	<u>Close of Escrow.</u> City shall convey title to the escrowed Property to Developer, and Developer shall accept such conveyance.	Not later than sixty (60) days after the opening of escrow.
2.	<u>Commencement of Construction of Residence on Property.</u> Developer shall obtain the required permits and commence construction of the residence on the Property.	Not later than two (2) years after the close of escrow.
3.	<u>Completion of Construction of Residence on Property.</u> Developer shall complete construction of the residence on the Property.	Developer shall complete construction of the residence on the Property during the three (3) years following execution of the Agreement. Developer may apply for and receive up to two (2) separate one (1) year extensions from the City to complete construction of the residence.

# Exhibit 3

## Form of Grant Deed

### GRANT DEED

RECORDING REQUESTED BY AND )  
WHEN RECORDED, RETURN TO AND )  
MAIL TAX STATEMENTS TO: )  
 )  
Habitat for Humanity Fresno County )  
4991 E. McKinley Avenue, Suite 123 )  
Fresno, CA 93727 )

---

### GRANT DEED WITH REVERSIONARY INTEREST

### GRANT DEED CONTAINING COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING USE AND RESALE OF THE PROPERTY

**1418 Fourth Street, Clovis, CA 93612, APN No. 491-171-30T**

For a valuable consideration, receipt of which is hereby acknowledged,

The City of Clovis, acting as the Housing Successor to the former Clovis Community Development Agency ("Grantor" or "City"), hereby grants to **Habitat for Humanity Fresno, Inc.** ("Grantee" or "Purchaser") the real property described in **Attachment A** ("Property") attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record.

Grantor is also conveying the Property to Grantor with a Reversionary Interest in City should Grantee fail to timely complete improvements to the Property.

Grantee understands that one of Grantor's purposes is to provide affordable housing to residents of the City of Clovis. In order to maintain Grantor's ability to provide affordable housing, Grantor has agreed to convey the Property subject to, and Grantee has agreed to be bound by, covenants, conditions, and restrictions limiting Grantees right to use and resell the Property by establishing resale, financing, and occupancy restrictions; and by reserving Grantor an option to designate eligible subsequent purchasers.

The Property is conveyed in accordance with and subject to the applicable Redevelopment Plan and pursuant to the Disposition and Development Agreement entered into between Grantor and Grantee dated July 26, 2017 ("Agreement"), a copy of which is on file with Grantor at its offices as a public record and which is incorporated herein by reference.



NOW, THEREFORE, the following Reversionary Interest and Covenants, Conditions, and Restrictions ("Restrictive Covenants") shall run with the land:

I. REVERSIONARY INTEREST.

1. Failure to Timely Complete Construction. If Grantee fails to complete construction of the residences on the Property within the time period set forth in **Exhibit 4** (Schedule of Performance) of the Agreement, and Grantee fails to obtain an extension of time for the completion of this obligation, title of any and all uncompleted lots shall automatically revert back to City.

2. Failure to Cure Breach of Agreement. If Grantee fails to cure a breach of the Agreement within thirty (30) days after written notice thereof by City, title to the Property shall automatically revert back to City.

3. Effect of Title Reverting to City. If title to the Property reverts back to City, City shall be entitled to reenter and take possession of the Property, with all improvements thereon. Any and all buildings and fixtures on the Property shall, without compensation to Grantee, become the property of City free and clear of all claims to or against them by Grantee, or any third party. These rights are to be interpreted in light of the fact that the City conveyed the Property to Grantee at no cost.

4. Expiration of Reversionary Interest. The Reversionary Interest for each lot on the Property shall terminate upon sale of the Property to the first owner occupant as set forth in the Agreement.

II. RESTRICTIVE COVENANTS.

1. Disposition and Development Agreement. The Property is conveyed in accordance with the Agreement.

2. Definition of Purchaser: Acknowledgment and Certification. All subsequent purchasers or successors ("Purchaser") shall certify his/her acknowledgment of these Restrictive Covenants by executing a form substantially the same as **Attachment B**. The term Purchaser as hereinafter used in these Restrictive Covenants shall mean Grantee and all subsequent Purchasers.

3. Single Family Residence: Residency. Purchaser hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property, or any part thereof, that after construction of the single family home and sale to the first owner occupant as set forth in the Agreement, Purchaser, such successors and such assigns, shall maintain and use the Property only as a single-family residence and that Purchaser will occupy the Property as his/her principal place of residence. Purchaser shall be considered as occupying the Property as a principal place of residence if Purchaser is living on the Property for at least ten (10) months out of each calendar year. The Property may not be subleased or rented.

4. Restrictions on Transfer. Any transfer of the Property after sale to the first owner occupant shall be subject to the provisions of these Restrictive Covenants. Transfer shall mean any voluntary or involuntary sale, assignment or transfer of ownership of the Property or of any interest in the Property, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred but title is retained by the transferor; except that Transfer shall not mean any of the following:

(a) As to any Purchaser who at the time of the purchase took title to the Property by him/herself but subsequently marries or files a Declaration of Domestic Partnership:

(1) a transfer of the Property without consideration from the Purchaser to the Purchaser and the Purchaser's spouse/domestic partner whereby title to the Property is then held by the Purchaser and Purchaser's spouse/domestic partner; or

(2) a devise or inheritance of the Property to the Purchaser's spouse/domestic partner, whether as a surviving joint tenant or otherwise; or

(3) as part of dissolution of marriage/termination of domestic partnership proceedings, the transfer of the Property from the Purchaser to the Purchaser's spouse/domestic partner provided, however, that the spouse/domestic partner qualifies, at the time of the transfer, as subsequent purchaser under these Restrictive Covenants.

(b) As to any Purchaser(s) who at the time of the purchase took title jointly (whether as joint tenants, tenants in common, as community property, or otherwise):

(1) a devise or inheritance of the Property to the surviving Purchaser; or

(2) as part of dissolution of marriage or other legal proceedings (such as a termination of domestic partnership), the transfer of the Property from one Purchaser to the other Purchaser.

5. Maintenance of Property. Purchaser shall maintain the Property and improvements thereon, including landscaping and yard areas, in good condition and repair, free from the accumulation of debris and waste materials, consistent with community standards and in compliance with all applicable codes, including City of Clovis ordinances. If not so maintained, the City of Clovis may notify Purchaser of such conditions and of a reasonable time to correct the conditions. For landscaping and yard maintenance, a reasonable time shall be considered five (5) days. If the conditions are not corrected within the time provided the City of Clovis may perform the necessary maintenance at the expense of the Purchaser which expense will become a debt due and owing the City of Clovis. If the debt is not paid within ten (10) days of notice, the debt may be placed as a lien on the Property.



5A. Timely Payment of Loans, Taxes, and Assessments. Purchaser shall timely pay, and prior to default, all monetary obligations secured by the Property, including without limitation all loan obligations, property taxes and assessments.

6. Additions and Improvements to Property. After sale to the first owner occupant, Purchaser shall not undertake substantial remodeling or additions to the Property without the advance written approval of City. Capital Improvements in excess of Five Thousand Dollars (\$5,000.00) shall be considered a substantial remodeling or addition. See Section 12 below for a further definition of Capital Improvements.

7. Inspection of Property. Upon City's receipt of a notice of intent to transfer as detailed in Section 9 below, City shall be given the right to enter and to inspect the Property to determine whether any violations of building, plumbing, electric, fire, housing, neighborhood preservation, or other applicable codes exist and whether the Property has been maintained in good condition. City shall notify Purchaser with regard to any noted code violations and maintenance deficiencies (collectively, the "Deficiencies"), and Purchaser shall cure the Deficiencies in a reasonable manner acceptable to the City within sixty (60) days of being notified in writing of the result of the inspections. Should Purchaser fail to cure all the Deficiencies prior to the scheduled date for the close of escrow, at the option of City or an Eligible Purchaser as defined in Section 10 below, escrow may be closed, title passed and money paid to the Purchaser subject to the condition that such funds as are necessary to pay for curing the Deficiencies, based upon written estimates obtained by City, shall be withheld from the money due Purchaser and held by the escrow holder for the purpose of curing the Deficiencies. City and/or the Eligible Purchaser shall cause the Deficiencies to be cured and, upon certification of completion of work by City, the escrow holder shall utilize such funds to pay for said work. Any remaining funds shall be paid to Purchaser.

8. Nondiscrimination. Purchaser agrees for itself and any successor in interest not to discriminate upon the basis of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof. Purchaser covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof, nor shall Purchaser itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sublessees, or vendees in the Property.

9. Notice of Transfer or Refinancing. If after sale to the first owner occupant, Purchaser intends to transfer or to refinance the Property, Purchaser shall promptly notify City in writing of such intent. For purposes of these Restrictive Covenants, refinance includes a home equity loan or similar line of credit by which the Property secures the promissory note for the loan/line of credit. Prior to executing any documents affecting a transfer or refinancing, Purchaser shall send the notice (hereinafter referred to as the "Notice of Intent to Transfer or



Refinance”) by certified mail return receipt requested, to the City Manager, City of Clovis, 1033 Fifth Street, Clovis, California 93612. Purchaser has the right to withdraw the Notice of Intent to Transfer or Refinance prior to the opening of an escrow to purchase the Property or prior to the recording of any financing documents.

10. City’s Option to Designate an Eligible Purchaser. Upon receipt of the Notice of the Intent to Transfer, City shall have the option to designate an Eligible Purchaser, as defined in Section 11 below, to purchase the Property in the manner set forth hereunder. Within thirty (30) days of receipt by City of the Notice of Intent to Transfer, City shall: (1) notify Purchaser of the Maximum Sales Price, as defined in Section 12 herein, to be paid for the Property; (2) inspect the Property as described in Section 7, above; and (3) notify Purchaser regarding whether or not City intends to exercise its option to designate an Eligible Purchaser. The notification to Purchaser regarding the option to designate an eligible Purchaser shall be sent by certified mail return receipt requested. If City exercises this option, it shall cause an escrow to purchase the Property to be opened within thirty (30) days following such notification to Purchaser, and it shall cause the Property to be purchased by its designated Eligible Purchaser within one hundred twenty (120) days following receipt by City of Purchaser’s Notice of Intent to Transfer.

11. Transfer to Eligible Purchaser and City’s Option to Purchase Property. In the event City does not exercise its option to designate an Eligible Purchaser, transfer of the Property by Purchaser must be to an Eligible Purchaser. An Eligible Purchaser shall be defined as:

- (a) The City of Clovis;
- (b) A household with an annual income that does not exceed eighty percent (80%) of the Fresno County Area Median Income based on the applicable household size, as determined by City pursuant to the appropriate State (Department of Housing and Community Development) and Federal (U. S. Department of Housing and Urban Development) publication.

12. Determination of Maximum Sales Price. After sale to the first owner occupant, the amount of money Purchaser may receive for any transfer of the Property shall be called the “Maximum Sales Price.” The Maximum Sales Price shall be calculated as follows:

- (a) The price the first owner occupant paid for the Property.
- (b) The Purchase Price shall be adjusted by the percentage increase or decrease of the median income of a four-person household for the Fresno County Area as published by the California Department of Housing and Community Development, or its successor, from the purchase date to the date of the Notice of Intent to Transfer.
- (c) Added to the Purchase Price shall be the cost of City approved Capital Improvements in Excess of Five Thousand Dollars (\$5,000.00) (“Qualified Capital Improvements”) if within sixty (60) days upon completion of such Qualified Capital Improvements, Purchaser submitted the following to City: (1) an itemized list of the Qualified



Capital Improvements; (2) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits or certificate of completion); (3) reliable evidence of the cost of the Qualified Capital Improvements (as evidenced e.g., by an itemized invoice or receipt).

(d) Added to the Purchase Price shall also be the reasonable closing costs and marketing expenses as determined periodically by City.

13. Determination of Maximum Refinancing Amount. After sale to the first owner occupant, the maximum amount of any refinancing, shall be ninety percent (90%) of the Maximum Sales Price, whether refinancing is a new first deed of trust, a second (or other) deed of trust, a home equity loan, or similar line of credit by which the Property secures the promissory note for the deed of first/loan/line of credit.

14. Defaults and Remedies. Upon a violation of any of the provisions of these Restrictive Covenants, City shall give written notice to Purchaser by certified mail return receipt requested, specifying the nature of the violation. If the violation is not corrected to the satisfaction of City within a reasonable period of time, not longer than thirty (30) days after the date the notice is mailed, or within such further time as City determines is necessary to correct the violation, City may declare a default under these Restrictive Covenants. Upon declaration of a default, City may apply to a court of competent jurisdiction for specific performance of the obligations of these Restrictive Covenants, for an injunction prohibiting a proposed transfer in violation of these Restrictive Covenants, for a declaration that a transfer in violation of the provisions of these Restrictive Covenants is void, or for any such other relief at law or in equity as may be appropriate. In the event of default by Purchaser, and/or by Purchaser's transferee in those circumstances where a transfer has occurred in violation of these Restrictive Covenants, Purchaser and/or the Purchaser's transferee shall hold the City and the Owner and their respective employees or other agents harmless and reimburse the expenses, legal fees and costs for any action the City takes in enforcing the provisions of these Restrictive Covenants.

15. City's Option to Purchase Upon Default. In addition to the remedies provided City in Section 14 above, City has the option to purchase the Property effective upon the declaration of a default. City option to purchase may be exercised upon a default under these Restrictive Covenants. City shall have sixty (60) days after a default is declared to notify Purchaser of its decision to exercise its option to purchase.

16. Non-liability of City. In no event shall City become in any way liable or obligated to Purchaser or to any successor-in-interest of the Purchaser by reason of its option to purchase under either Section 11 or Section 15 herein nor shall City be in any way obligated or liable to the Purchaser or any successor-in-interest of the Purchaser for City's failure to exercise such option to purchase.

17. Invalid Provisions. If any one or more of the provisions contained in these Restrictive Covenants shall for any reason be held to be invalid, illegal or unenforceable in any respect then such provision or provisions shall be deemed severable from the remaining

provisions contained in these Restrictive Covenants, and these Restrictive Covenants shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

18. Controlling Law. The terms of these Restrictive Covenants shall be interpreted under the laws of the State of California.

19. Notices. All notices required herein shall be sent to the City by certified mail return receipt requested, as follows:

City Manager  
City of Clovis  
1033 Fifth Street  
Clovis, CA 93612


or such other address that the City may subsequently request in writing. Notices to the Purchaser shall be sent by certified mail return receipt requested to the Property address.

20. Interpretation of Restriction Covenants. The terms of these Restrictive Covenants shall be interpreted to encourage to the extent possible that the purchase price of and mortgage payments for the Property remain affordable to moderate, low, very low, extremely low income households.

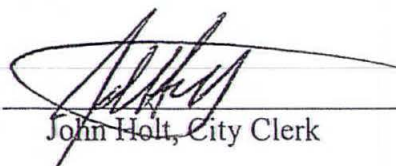
21. Consent of City to Change terms. No changes may be made to these Restrictive Covenants without the written consent of City. City shall be considered a third party beneficiary to these restrictive Covenants.

IN WITNESS WHEREOF, the Grantor/City and Grantee/Purchaser have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, this 26 day of July, 2017.

CITY OF CLOVIS, acting as the Housing Successor to  
the former Clovis Community Development Agency

By:   
Luke Serpa, City Manager

ATTEST:


By:   
John Holt, City Clerk

*[Additional Signatures on Next Page]*

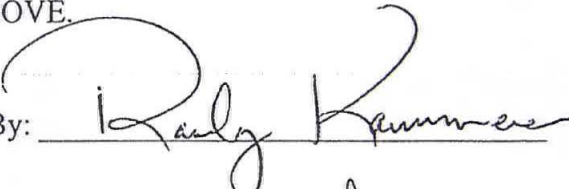


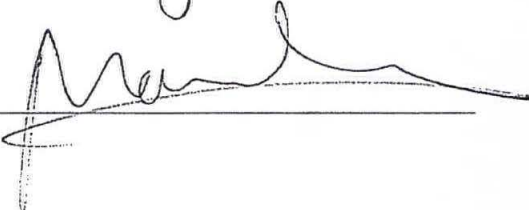
APPROVED AS TO FORM:

LOZANO SMITH

By:   
David Wolfe  
City Attorney

THE GRANTEE/PURCHASER AGREES TO BE BOUND BY  
THE COVENANTS SET FORTH ABOVE.

Dated: 8/25, 2017. By: 

Dated: 8/25, 2017. By: 

# **EXHIBIT 3**

## **GRANT DEED**

### **ATTACHMENT A**

#### **Legal Description of the Property**

That portion of Lots 4, 5 and 6, Block 8, Corrected Map of Stanford Addition to Town of Clovis, recorded in Book 7 of Record of Surveys at Page 56, Fresno County Records, described as follows:

COMMENCING at the Northwest Corner of Lot 1 of said Block 8; thence South 89 degrees 39' 09" East along the North Line of said Block 8, a distance of 149.96 feet to the Northeast Corner of said Lot 6; thence South 00 degrees 01' 29" West along the East Line of said Lot 6, a distance of 5.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 00 degrees 01' 29" West along said East Line, a distance of 134.96 feet to a point lying 10.00 feet north of the Southeast Corner of said Lot 6; thence North 89 degrees 38' 21" West parallel with and 10.00 feet distant from the South Line of said Block 8; thence North 00 degrees 01' 42" East parallel with and 91.00 feet distance from said West Line, a distance of 134.94 feet to a point lying 5.00 feet south of the North Line of said Block 8; thence South 89 degrees 39' 09" East parallel with and 5.00 feet distant from said North Line, a distance of 58.96 feet to the Point of Beginning.

Containing 0.18 acres more or less.

APN: 491-171-30T



## Exhibit 5

### Notice of Affordability Restrictions on Transfer of Property

RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:

City of Clovis  
1033 Fifth Street  
Clovis, California 93612  
ATTN: City Manager

)  
)  
)  
)  
)  
)  
)

(Space above provided for Recorder)

### NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

**1418 Fourth Street, Clovis, CA 93612, APN No. 491-171-30T**

THIS NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY ("Affordability Restrictions") is recorded in association with the Grant Deed in which the City of Clovis, acting as the Housing Successor to the former Clovis Community Development Agency ("Grantor" or "City") acting to carry out a City of Clovis Redevelopment Plan under the Community Redevelopment Law of California, grants to Habitat for Humanity Fresno, Inc., Developer, ("Grantee" or "Purchaser") the real property described in **Attachment A** ("Property") attached hereto and incorporated herein.

THESE AFFORDABILITY RESTRICTIONS are recorded as required by California Community Redevelopment Law (section 33334.3,) and sets forth the following information with respect to the Property:

A description of the Affordability Restrictions;

The expiration date of Affordability Restrictions;

The street address of the Property;

The Assessor's Parcel Number of the Property; and,

# Exhibit 6

## Reversionary Interest Notice

RECORDING REQUESTED BY AND )  
WHEN RECORDED, RETURN TO AND )  
MAIL TAX STATEMENTS TO: )  
 )  
City of Clovis )  
1033 Fifth Street )  
Clovis, CA 93612 )

### NOTICE OF REVERSIONARY INTEREST

#### 1418 Fourth Street, APN No. 491-171-30T

WHEREAS, the CITY OF CLOVIS, acting as the Housing Successor to the former Clovis Community Development Agency ("City") and Habitat for Humanity, a California nonprofit corporation ("Developer"), entered into a Disposition and Development Agreement ("Agreement") dated \_\_\_\_\_, 2017 in connection with the sale of certain real property to Developer at 1418 Fourth Street, in the City of Clovis ("Property" or "Parcel").

WHEREAS, pursuant to Sections 2 and 8.4 of the Agreement, Developer failed to complete certain Improvements by specified dates or otherwise failed to timely cure a breach of the Agreement, and therefore Title to the identified Property has reverted back to City.

NOW, THEREFORE, City does hereby give notice that Title has reverted to City for the identified Property and City intends to exercise all rights to the Property.

IN WITNESS WHEREOF, the City has duly executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CLOVIS, acting as the Housing Successor  
to the former Clovis Community Development Agency

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



## **FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT ("Amendment") is entered into between the City of Clovis acting as the Housing Successor to the former Clovis Community Development Agency ("City") and Habitat for Humanity Fresno, Inc., a California nonprofit corporation, DBA Habitat for Humanity Fresno County ("Developer") with respect to the following recitals, which are a substantive part of this Agreement. The effective date of this Amendment shall be the date the Amendment is executed by City ("Effective Date").

### **RECITALS**

A. On July 17, 2017, the City Council approved a Disposition and Development Agreement ("Agreement") between the City and Developer related to a City-owned parcel located at 1408 Fourth Street, Clovis, Assessor's Parcel No. 491-171-31T ("Property" or "Parcel"). The Agreement was signed by the City Manager on July 26, 2017, and was signed by the Developer's authorized representatives on August 25, 2017.

B. The purpose of the Agreement is for the Developer to develop the Property for affordable housing in order to fulfill the intent of the City of Clovis Redevelopment Plans. To this end, Developer agreed that the Parcel shall be designated affordable housing, with an affordability covenant in the Grant Deed (Exhibit 3 to the agreement) that runs with the land.

C. In the Agreement, the City agreed to transfer the Property to Developer for zero dollars (\$0.00), which was considered a grant for the purchase price.

D. Under Exhibit 4 to the Agreement (Schedule of Performance), the Developer is required to obtain the required permits and commence construction of a single-family home on the Property not later than two (2) years after the close of escrow. Unless an extension has been given by City, Developer shall complete construction of the single-family home on the Property during the three (3) years following execution of the Agreement.

E. Pursuant to Sections 2 and 8.4 of the Agreement, if Developer fails to complete construction of the single-family home on the Property within the time period set forth in the Schedule of Performance (Exhibit 4), title to the Property shall automatically revert back to City. This Reversionary Interest terminates upon sale of the Property to the first owner-occupant.

F. Pursuant to Section 6.4 of the Agreement (Cost of Construction), Developer is obligated to pay its own costs related to administration of its obligations under this Agreement.

G. Developer desires to obtain a loan from City, in a lump sum amount of \$150,000.00, for the construction of the single family home on the Property. It is anticipated that construction will commence on or about July 7, 2018, and it is further anticipated that final inspection will take place on or about November 17, 2018.

H. The City, as the Housing Successor to the former Clovis Community Development Agency, desires to provide a loan to the Developer, to be funded by monies existing in the Housing Successor Agency Fund ("HSAF"), in the amount of \$150,000.00, paid back to City by the Developer, in full, no later than March 30, 2019, subject to the retention of a reversionary interest in the Property.

NOW, THEREFORE, the Parties agree as follows:

Amendment to Section 1 of the Agreement

A. Section 1 of the Agreement is revised to read as follows (with amendments in italics):

**1. Sale of Property.** City agrees to sell the Property to Developer for the fair market value established by an MAI appraiser ("Purchase Price"). The Purchase Price may be satisfied through the City financing as set forth in **Section 5**. The Property shall be developed by Developer as an individual single-family home for sale, and as affordable housing in conformance with the applicable Redevelopment Plan and subject to the restrictions of this Agreement. The Parcel is depicted in the map attached as **Exhibit 2**. The City shall convey to Developer fee simple title to the Parcel, comprising the Property free and clear of all recorded liens, encumbrances, assessments, leases, and taxes except as are consistent with this Agreement, subject only to easements of record. *As set forth in Section 6.4, the City will make a loan to Developer to finance the construction of an individual single-family home on the Property ("Construction Loan") with monies from the Housing Successor Agency Fund ("HSAF").* The Parcel shall be sold subject to City's Grant Deed Containing Covenants, Conditions and Restrictions Governing Use of the Property as set forth in **Exhibit 3** ("Grant Deed"). The sale of the Property, *as well as the Construction Loan*, shall be subject to a reversionary interest as set forth in **Section 2**. *As part of the sale of the single-family home on the Property, Developer shall disclose the City's reversionary interest related to the Construction Loan.*

Amendment to Section 2 of the Agreement

B. Section 2 of the Agreement is revised to read as follows (with amendments in italics):

**2. Reversionary Interest.** The Grant Deed for the Property shall contain the following restrictions: (1) a restriction that if Developer fails to *pay back the entire Construction Loan to the City by March 30, 2019, or fails to* complete the construction of the housing on the Property within the time period set forth in the Schedule of Performance (**Exhibit 4**), title to the subject property shall automatically revert back to City; and (2) a restriction that if Developer fails to cure a breach of this Agreement within thirty (30) days after written notice thereof by City, title



to the Property shall automatically revert back to City. This Reversionary Interest shall terminate upon sale of *the Parcel* to the first owner-occupant, *and payment in full of the Construction Loan by Developer to the City as required by this Agreement.*

If title to the Property reverts back to City in accordance with this Section, City shall be entitled to reenter and take possession of the Property, with all improvements thereon. Any and all buildings and fixtures on the Property shall, without compensation to Developer, become the property of City free and clear of all claims to or against them by Developer, or any third party. These rights are to be interpreted in light of the fact that the City conveyed the Property to Developer at no cost.

This Reversionary Interest shall terminate upon sale of a Parcel to the first owner-occupant as set forth in **Section 7**, *and payment in full of the Construction Loan by Developer to the City as required by this Agreement.*

Amendment to Section 6.4 of the Agreement

C. Section 6.4 of the Agreement is revised to read as follows (with amendments in italics)

6.4 Cost of Construction; *Construction Loan.* City and Developer shall pay their own costs related to administration of their respective obligations under this Agreement. *However, to further the goal of affordable housing, financing for the construction of the single-family residence on the Property shall be provided by the City through the Construction Loan to Developer under the following terms and conditions:*

- (a) *The loan amount shall be \$150,000.00, to be disbursed from the City's HSAF.*
- (b) *The loan shall be made with 0% interest, so long as the loan is paid back in full pursuant to this Agreement.*
- (c) *Proceeds from the Construction Loan shall only be used for the purpose set forth in this Agreement.*
- (d) *City agrees to disburse Construction Loan funds to Developer no later than \_\_\_\_\_, 2018, and further agrees to defer any payment on the Construction Loan until such time that Developer agrees to sell the single-family home on the Property to a qualified purchaser under this Agreement.*
- (e) *Developer shall make a lump-sum payment to the City on the Construction Loan, prior to the close of sale to the qualified purchaser of the single-family home on the Property, but in no event shall such lump-sum payment take place later than March 30, 2019.*
- (f) *Developer agrees to waive any disclosures that may be warranted for the type of construction loan agreement contemplated by this section.*

- (g) *If title to the Property reverts back to the City in accordance with Section 2 of this Agreement, the City shall be entitled to reenter and take possession of the Property, with all improvements thereon. Developer shall also pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.*

Amendment to Section 8.4 of the Agreement

D. Section 8.4 of the Agreement is revised to read as follows (with amendments in italics)

8.4 Reversionary Interest. As set forth above in Section 2, if Developer fails to complete the construction of the housing on any of the lots within the time period set forth in the Schedule of Performance (Exhibit 4), *or fails to pay back the entire Construction Loan under the terms set forth in Section 6.4 of this Agreement*, title to the Property shall automatically revert back to City.

(SIGNATURES ON FOLLOWING PAGE)



IN WITNESS WHEREOF, City and Developer have signed this Agreement as set forth below.

CITY OF CLOVIS, acting as the Housing  
Successor to the former Clovis Community  
Development Agency

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

By: \_\_\_\_\_  
Luke Serpa, City Manager

“CITY”

HABITAT FOR HUMANITY  
A California nonprofit corporation

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

By: \_\_\_\_\_  
Matthew Grundy, CEO

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

By: \_\_\_\_\_  
Randy Kammerer, Board Chairman

“DEVELOPER”

ATTEST:

By: \_\_\_\_\_  
John Holt, City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David J. Wolfe  
City Attorney

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

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B. The purpose of the Agreement is for the Developer to develop the Property for affordable housing in order to fulfill the intent of the City of Clovis Redevelopment Plans. To this end, Developer agreed that the Parcel shall be designated affordable housing, with an affordability covenant in the Grant Deed (Exhibit 3 to the agreement) that runs with the land.

C. In the Agreement, the City agreed to transfer the Property to Developer for zero dollars (\$0.00), which was considered a grant for the purchase price.

D. Under Exhibit 4 to the Agreement (Schedule of Performance), the Developer is required to obtain the required permits and commence construction of a single-family home on the Property not later than two (2) years after the close of escrow. Unless an extension has been given by City, Developer shall complete construction of the single-family home on the Property during the three (3) years following execution of the Agreement.

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- (d) *City agrees to disburse Construction Loan funds to Developer no later than \_\_\_\_\_, 2018, and further agrees to defer any payment on the Construction Loan until such time that Developer agrees to sell the single-family home on the Property to a qualified purchaser under this Agreement.*
- (e) *Developer shall make a lump-sum payment to the City on the Construction Loan, prior to the close of sale to the qualified purchaser of the single-family home on the Property, but in no event shall such lump-sum payment take place later than March 30, 2019.*
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(SIGNATURES ON FOLLOWING PAGE)

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CITY OF CLOVIS, acting as the Housing  
Successor to the former Clovis Community  
Development Agency

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

By: \_\_\_\_\_  
Luke Serpa, City Manager

“CITY”

HABITAT FOR HUMANITY  
A California nonprofit corporation

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

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Matthew Grundy, CEO

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

By: \_\_\_\_\_  
Randy Kammerer, Board Chairman

“DEVELOPER”

ATTEST:

By: \_\_\_\_\_  
John Holt, City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David J. Wolfe  
City Attorney

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





AGENDA ITEM NO: **CC-C-2**  
City Manager: LS

# **CITY of CLOVIS**

## **REPORT TO THE CITY COUNCIL**

**TO:** Mayor and City Council

**FROM:** Community & Economic Development

**DATE:** July 16, 2018

**SUBJECT:** Approval – Amend Agreement with Habitat for Humanity Fresno County to Provide Inspection Services for Implementation of the Clovis Home Rehabilitation Grant Program.

**ATTACHMENT:** (A) Professional Services Agreement

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

Amend the agreement between the City of Clovis and Habitat for Humanity Fresno County to provide full construction management services for the implementation of the Clovis Home Rehabilitation Grant Program and to increase the per project fee from \$500 to \$600.

### **BACKGROUND**

On October 11, 2017, Clovis City Council approved an amendment to the agreement between the City of Clovis and Habitat for Humanity (HFH) Fresno County to provide inspection services for the Clovis Home Rehabilitation Grant Program. Their services include scheduling and performing initial inspections, preparation of a formal report which is used for bidding purposes, interim inspections as needed, provide technical assistance for contractor inquiries throughout each project, and schedule and perform a final inspection and obtain a homeowner satisfaction statement, at a per project cost of \$500. It is requested that the contract be amended to increase the per project fee to \$600, with the agreement that Habitat for Humanity will provide full construction management services for the Home Rehabilitation Grant Program.

## **FISCAL IMPACT**

The funds will be paid through CDBG grant funding, and have been budgeted in the 2018-19 budget. The total cost will be approximately \$33,000, varying based on the number of projects actually completed.

## **REASON FOR RECOMMENDATION**

Habitat for Humanity Fresno County is a nonprofit with proven knowledge of construction, home repair programs, and can provide a construction manager who is licensed as a general contractor through the State of California and has a long history of administering home repair programs. The increase in the per project fee schedule will allow them to cover their actual costs in providing these increased services to Clovis.

## **ACTIONS FOLLOWING APPROVAL**

Staff will submit the amended contract for the City Manager's approval.

Prepared by: Heidi Crabtree, Housing Program Coordinator

Submitted by: Andrew Haussler, Community and Economic Development Director 



## PROFESSIONAL SERVICES AGREEMENT FOR INSPECTION SERVICES

This Inspection Services Agreement ("Agreement") is entered into this \_\_\_\_\_ day of July, 2018, between the City of Clovis, a California general law city ("City") and Habitat for Humanity of Fresno County, a California non-profit corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement.

### RECITALS

- A. WHEREAS, City is the recipient of a grant from the U.S. Department of Housing and Urban Development, a portion of which provides for the repair of health and safety deficiencies in the owner-occupied homes of low and very low income homeowners (the "Grant").
- B. WHEREAS, City desires to contract with Consultant for Inspection Services for the repair of approved homes within the City of Clovis, in accordance with the terms of the Grant.
- C. WHEREAS, Consultant is engaged in the business of furnishing such Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.
- D. WHEREAS, City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

### AGREEMENT

1. Scope of Services. Consultant shall provide Inspection Services for the repair of housing within the City of Clovis (the "Services") in accordance with the terms and conditions stated herein, with the terms and conditions of the Grant, and the terms and conditions of any other specifically referenced attachments hereto. The detailed Scope of Services to be completed by Consultant is listed in attached **Exhibit A**.
2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party pursuant to Section 16 herein, whichever is earlier.
3. Payment for Services. City shall pay Consultant in the amounts, and in accordance with the terms, set forth in **Exhibit A** for the Services performed pursuant to this Agreement. Upon Consultant's compliance with all terms for payment specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days thereof.
4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Nothing



contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

5. Standard of Care. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.

6. Licenses. Consultant expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant expressly represents that any construction manager(s) assigned by it, and any subcontractors used by it, to perform under this Agreement will at all times be licensed as a General Contractor by the State of California.

7. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. Record Keeping; Reports. Consultant shall keep complete records with respect to all matters covered under this Agreement. Consultant shall be responsible and shall require its subcontractors to keep similar records. To the extent provided by law, City shall be given free reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes until the expiration of four (4) years after the furnishing of services under this Agreement.

11. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating



to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

12. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

13. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

14. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

15. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. Termination by City: Without Cause. This Agreement may be terminated by City at its discretion upon seven (7) days prior written notice to Consultant.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party of a material breach, and a failure to cure within that time period.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant, and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to



physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

16. Insurance. Consultant, and any and all subcontractors used by Consultant, shall satisfy the insurance requirements approved by the City's Risk Manager and City Attorney.

17. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services described herein. Consultant's duty to defend and indemnify City shall exist even if the alleged injuries or damages sustained by the claimant are the result in part of City's active or passive negligence, but the duty to defend and indemnify City shall not extend to injuries or damages that are the result of City's sole negligence or willful misconduct.

Consultant's duty to defend shall immediately arise when a claim is asserted and/or a lawsuit is initiated against the City arising out of or occurring in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services described herein and regardless of whether others may owe the City a duty of defense and/or indemnity. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

18. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

19. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed, provided the e-mail is accompanied by a written acknowledgment of receipt by the other party. Service shall be deemed the date of written acknowledgement.



c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

CITY OF CLOVIS  
Heidi Crabtree  
Housing Program Coordinator  
1033 Fifth Street  
Clovis, CA 93612  
(559) 324-2094  
(559) 324-2840 (Fax)

HABITAT FOR HUMANITY  
FRESNO COUNTY  
Matthew Grundy  
Executive Director  
4991 E. McKinley, Suite 123  
Fresno, CA 93727  
(559) 237-4102  
(559) 456-9192 (Fax)

20. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

21. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

22. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

23. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

24. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

25. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any

provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

26. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

27. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

28. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

29. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

*Signatures on Next Page*



HABITAT FOR HUMANITY  
OF FRESNO COUNTY

By: \_\_\_\_\_  
Matthew Grundy, CEO

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

By: \_\_\_\_\_  
Randy Kammerer, Board Chairman

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

CITY OF CLOVIS

By: \_\_\_\_\_  
Luke Serpa, City Manager

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

ATTEST:

\_\_\_\_\_  
John Holt, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David J. Wolfe, City Attorney

# **EXHIBIT A**

## **DESCRIPTION OF SERVICES**

### **A. General Duties and Responsibilities.**

Consultant will administer inspection services in accordance with the requirements of this Agreement, in accordance with the terms of the Grant, and in accordance with the reasonable care of a professional inspector in the circumstances of this project. All services Consultant performs under this Agreement shall be conducted in a manner consistent with the terms of this Agreement and with the level of care and skill ordinarily exercised by inspectors on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services the City requires. Consultant shall conduct all services in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, the Americans with Disabilities Act ("ADA"), the California Public Contract Code, the California Labor Code, the California Civil Code, and the California Government Code.

### **B. Specific Duties and Responsibilities.**

Specifically, Consultant shall be responsible for the following:

1. Within seven (7) days of notification from City staff (i.e. Housing Program Coordinator) of an applicant with preliminary program approval for home repair, the Consultant's construction manager shall schedule an initial inspection of the home with the homeowner/applicant, and shall notify City staff of the inspection appointment.
2. The construction manager will conduct the initial inspection of the home, and prepare a scope of work based on the most critical repair needs (including applicability of all required permits) for the repair of the unit. The scope of work and photographs of the deficiencies shall be provided in a report format to City staff within seven (7) days of the initial inspection of the unit.
3. The construction manager will obtain bids from contractors licensed by the State of California to complete the approved repairs.
6. After the construction contract is fully executed and work begins, the construction manager shall ensure that work is progressing on schedule and that it is being performed in accordance with the requirements of the construction contract.
7. The construction manager shall conduct an inspection whenever the contractor submits a request for change order. Change order requests shall require the approval of both the construction manager and the City staff. The construction manager shall conduct an interim inspection when requested by City staff or a contractor completing the repairs.



10. Once a final invoice has been received from the contractor, the construction manager shall conduct a final inspection of the unit and prepare a punch list of outstanding and/or uncompleted items, if applicable. If a list of outstanding items is prepared, the inspector shall conduct a subsequent inspection to ensure that all items on the list have been completed.

11. The construction manager shall obtain a statement of satisfaction from the homeowner upon final completion of the project.

12. The construction manager shall submit to City staff the homeowner's statement of satisfaction, and a verification of completion.

13. Consultant will be paid a flat rate of \$600.00 per completed housing unit. City will tender payment to consultant within thirty (30) days of submission of all documents set forth in Item 12 of this Subsection B of this Exhibit.

**C. Staffing.**

Consultant shall provide sufficient staffing to timely perform its duties and responsibilities under this Agreement, including coordination of the work to optimize efficiency and minimize conflict and interference between the various contractors on-site, and, if applicable, City's own forces. All of the Consultant's personnel shall be qualified to perform the services they provide for the project(s). City may, upon fifteen (15) days written notice, cause Consultant to remove a person from the project(s) if he/she has failed to perform to City's satisfaction. Consultant shall provide a construction manager with authority to commit resources of Consultant to monitor, manage and administer all aspects of this Agreement to help achieve the completion of all construction.

**D. Trivial Variations in the Work.**

The Consultant may authorize trivial variations in the work from the requirements of the prime contract documents that (a) do not involve an adjustment in the contract price or the contract time, and (b) are consistent with the overall intent of the contract document.

**E. Quality Review and Inspections.**

The Consultant shall establish and implement a comprehensive program to monitor the quality of the construction, as part of the Consultant's supervision of all contractors, subcontractors and their work. The purpose of the program shall be to assist in guarding the City against work by a contractor or subcontractor that does not conform to the requirement of the prime contract documents.



AGENDA ITEM NO: **CC-C-3**  
City Manager: LS

# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: July 16, 2018

SUBJECT: Approval – Res. 18-\_\_\_\_ Authorizing Submission of an Application to the California Department of Housing and Community Development for Funding Under the HOME Investment Partnerships Program; and if Selected, the Execution of a Standard Agreement, Any Amendments Thereto, and of Any Related Documents Necessary to Participate in the HOME Investment Partnerships Program.

ATTACHMENTS: Resolution –

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

Staff recommends authorization to submit an application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnership Program.

### EXECUTIVE SUMMARY

On June 5, 2018, the California State Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) regarding the availability of funds under the HOME Investment Partnership (HOME) Program. In order to submit an application to HCD, the Clovis City Council must pass authorizing legislation allowing the submission of an application for funding under the HOME program.

It is proposed that the City of Clovis' 2018 HOME application be structured as a Program Application for a First-Time Homebuyer Program, with a request of \$1,000,000 for the purpose of assisting a minimum of 10 low-income households with the purchase of single-family homes within the City of Clovis.



## **BACKGROUND**

Staff is currently finishing a \$1,000,000 HOME grant provided to the City in 2017, with which 11 low-income households have received first-time homebuyer assistance. An interest list of potential applicants is being maintained in anticipation of 2018 HOME funding. There are currently 134 households who have asked to be placed on the interest list.

## **FISCAL IMPACT**

None.

## **REASONS FOR RECOMMENDATION**

Submission of an application for funding under the HOME program could potentially expand the City of Clovis' affordable housing supply by 10 units.

## **ACTIONS FOLLOWING APPROVAL**

Staff will prepare and submit an application to the CA HCD for funding under the HOME program by the August 6, 2018 deadline. If funded, all documents including the Standard Agreement will be executed, and the program will be completed within the grant period.

Prepared by: Heidi Crabtree, Housing Program Coordinator

Submitted by: Andrew Haussler, Community and Economic Development Director 

## RESOLUTION NO. 18-

**Authorizing Submission of an Application to the California Department of Housing and Community Development for Funding Under the HOME Investment Partnerships Program; and if Selected, the Execution of a Standard Agreement, Any Amendments Thereto, and of Any Related Documents Necessary to Participate in the HOME Investment Partnerships Program.**

**WHEREAS**, the California Department of Housing and Community Development (the "Department") is authorized to allocate HOME funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

**WHEREAS**, on June 5, 2018, the Department issued a 2017-2018 Notice of Funding Availability (the "NOFA") announcing the availability of funds under the HOME program; and

**WHEREAS**, in response to the NOFA, the City of Clovis, a political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the HOME Investment Partnership Program ("HOME").

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Clovis that the City of Clovis, shall submit to the Department an application to participate in the HOME program, in response to the 2017-2018 NOFA, which will request a funding allocation for the following project and program activities:

1. The Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed \$1,000,000 for the following program:

First-Time Homebuyer Program

To be located within the City of Clovis, California

Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).



**BE IT FURTHER RESOLVED**, the City of Clovis authorizes the City Manager to execute in the name of the City of Clovis, the application, the Standard Agreement, and all other documents required by the Department for participation in the HOME program, and any amendments hereto.

The foregoing resolution was introduced and adopted at the regular meeting of the City Council of Clovis held on July 16, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: July 16, 2018

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Mayor

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City Clerk



AGENDA ITEM NO: **CC-H-1**  
 City Manager: *[Signature]*

# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: Public Utilities Department  
 DATE: July 16, 2018  
 SUBJECT: Receive and File - Public Utilities Monthly Report for April 2018

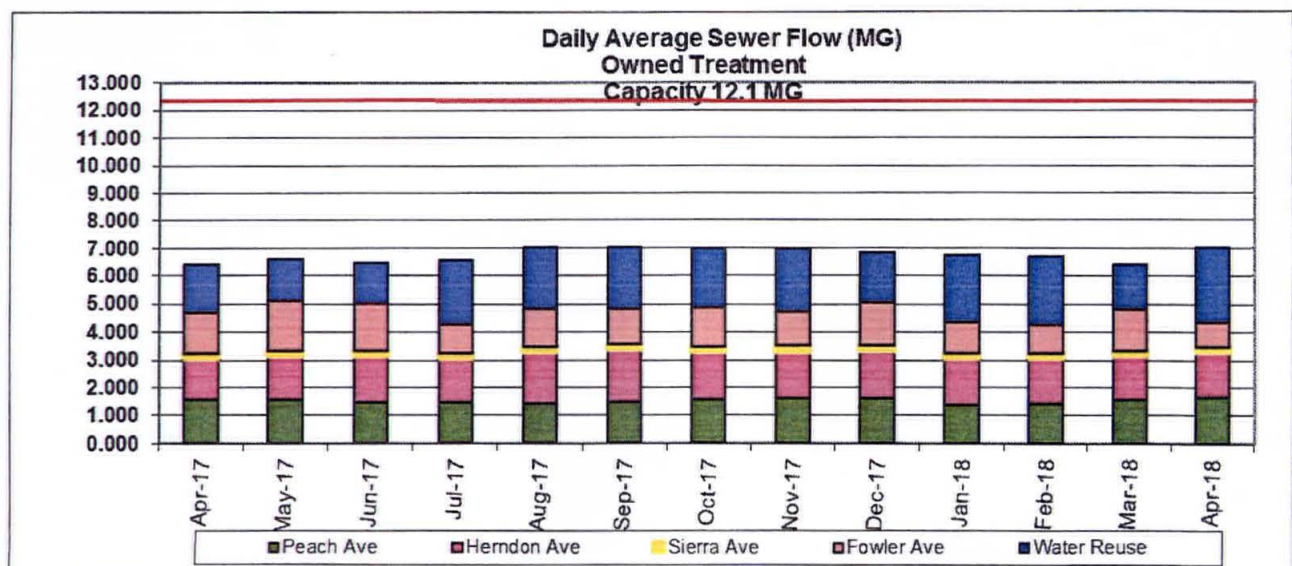
### Sewer Flow

Total Flow in Million  
Gallons In April

Average Daily  
Flow in Million Gallons

Owned Treatment  
Capacity in  
Million Gallons

	2018	2017	2018	2017	
Peach Avenue	49.740	46.310	1.658	1.544	3.0
Herndon Avenue	48.190	45.570	1.606	1.519	2.8
Sierra Avenue	6.263	5.706	0.209	0.190	0.5
Fowler Avenue	26.790	42.340	0.893	1.411	3.0
Water Reuse	79.600	52.324	<u>2.653</u>	<u>1.744</u>	<u>2.8</u>
<b>TOTAL</b>			<b>7.019</b>	<b>6.408</b>	<b>12.1</b>

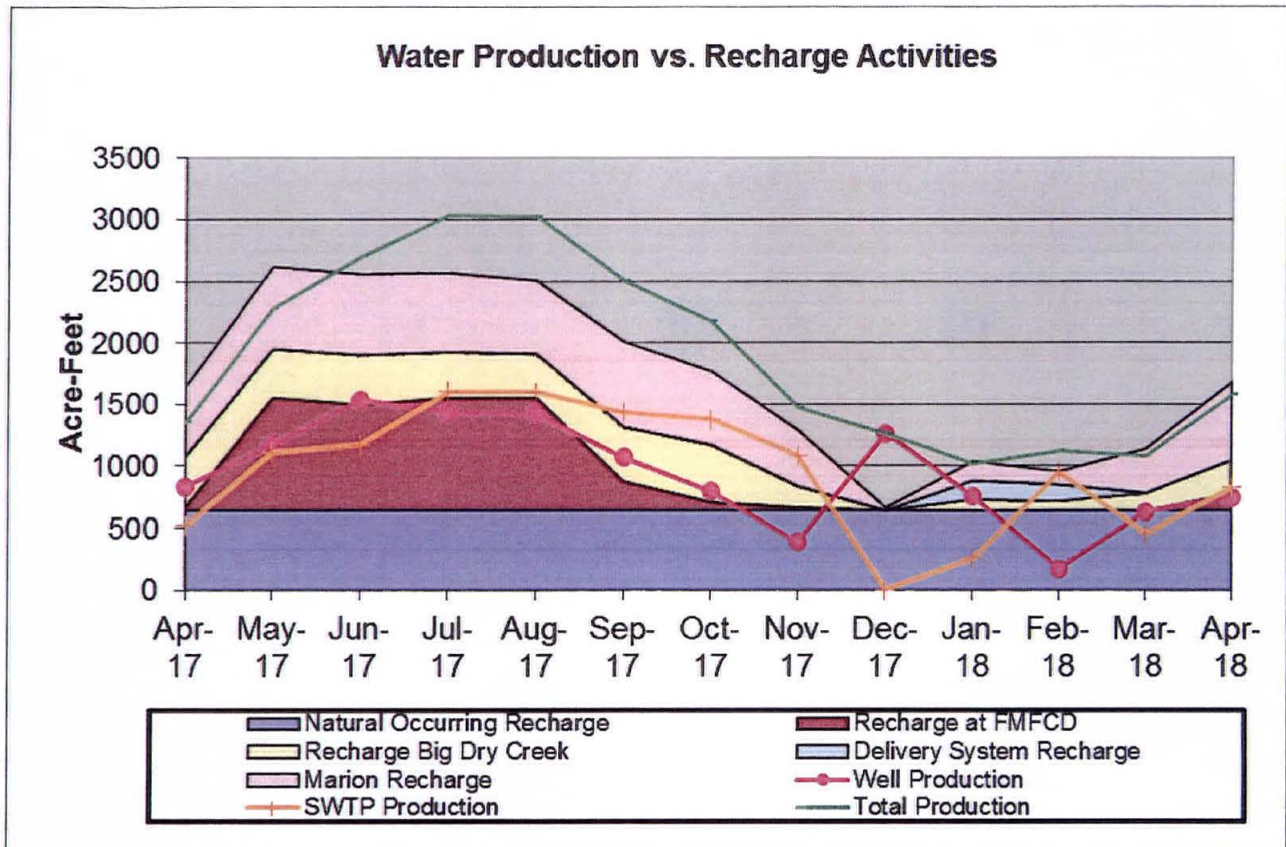




**Storm Drain Maintenance**

Summary of Activities	April 2018	April 2017	April 2016
Number of storms this month	2	4	4
Total rainfall this month (inches)	0.64	3.42	1.06
Rainfall to date (inches)	6.89	17.08	14.49

	This Month	Calendar Year to date
Recharge at FMFCD Basins (Acre Feet)	131	131
Recharge Upstream in Big Dry Creek (Acre Feet)	274	576
Marion Recharge per FID (Acre Feet)	630	1,248
Delivery System Recharge	0	284
Total Artificial Recharge (Acre Feet)	1,035	2,239
Natural Recharge	642	2,568
Total Well Production (Acre Feet)	746	2,297
Treatment Plant Production (Acre Feet)	826	2,488



Summary of Activities	2018	Year to Date	2017	Year to Date	2016	Year to Date
SWTP production (mg)	269.020	810.735	169.726	361.796	168.779	274.249
Well production (mg)	243.053	748.423	270.917	964.894	288.016	1043.235
Total water production (mg)	512.073	1559.158	440.643	1326.690	456.795	1317.484
Daily average	17.069	12.993	14.688	11.056	15.226	10.888
Days between readings	30	120	30	120	30	121





AGENDA ITEM NO: 1-A  
City Manager: *[Signature]*

## CITY of CLOVIS

### REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
FROM: Planning and Development Services  
DATE: July 16, 2018

SUBJECT: Consider Introduction – Ord. 18-\_\_\_\_, R2018-06, A request to approve a rezone of approximately 5.99 acres of land located at the northwest corner Ashlan and Locan Avenues from the R-A (Single-Family Residential – 24,000 Sq. Ft.) Zone District to the R-1 (Single-Family Residential – 6,000 Sq. Ft.) Zone District. Marilyn Ishimaru, Masaji Miyake, Masato Miyake, and Tom Miyake, owners; 2M Development, applicant; Harbour & Associates, representative.

#### ATTACHMENTS:

Figure 1:	Location Map
Attachment 1:	Draft Ordinance
Attachment 2:	Planning Commission Minutes
Attachment 3:	Correspondence from Commenting Agencies

#### CONFLICT OF INTEREST

None.

#### RECOMMENDATION

Planning Commission and staff recommend that the City Council approve Rezone R2018-06.

#### EXECUTIVE SUMMARY

The applicant is requesting to rezone approximately 5.99 acres of land located at the northwest corner of Ashlan and Locan Avenues from the R-A (Single-Family Residential – 24,000 Sq. Ft.) Zone District to the R-1 (Single-Family Residential – 6,000 Sq. Ft.) Zone District. Approval of the request will bring the property into conformance with the General Plan Land Use Diagram and would allow the developer to continue processing the development drawings.

## BACKGROUND

- General Plan Designation: Low Density Residential (2.1 to 4.0 units per acre)
- Existing Zoning: R-A (Single-Family Residential - 24,000 Sq. Ft.)
- Lot Size: 5.99 acres
- Current Land Use: Rural Single-Family Residential
- Adjacent Land Uses:
  - North: Single-Family Residential
  - South: Single-Family Residential
  - East: Vacant
  - West: Single-Family Residential

## PROPOSAL AND ANALYSIS

### Rezone

The applicant is requesting to rezone the Project site from the R-A (Single-Family Residential – 24,000 Sq. Ft. Min.) Zone District to the R-1 (Single-Family Residential – 6,000 Sq. Ft.) Zone District. The Project area's designation of Low Density Residential (2.1 – 4.0 DU/AC) in the General Plan Land Use Diagram is consistent with the proposed rezone.

### Development Standards

The Project will follow the standards of the R-1 Zone District, including a 20-foot front yard setback, 20-foot rear yard setback and 5-foot on each side (interior lots).

### Public Comments

A public notice was mailed to area residents within 600 feet of the property boundaries, using the latest equalized tax roll information from the County Assessor office. Staff has not received comments or concerns from the public upon finalization of this report.

### Review and Comments from Agencies

The Project was distributed to all City Divisions as well as outside agencies, including Cal Trans, Clovis Unified School District, Fresno Irrigation District, Fresno Metropolitan Flood Control District, AT&T, PG&E, San Joaquin Valley Air Pollution Control District, and the State Department of Fish and Wildlife.

Comments received are attached only if the agency has provided concerns, conditions, or mitigation measures. Routine responses and comment letters are placed in the administrative record and provided to the applicant for their records.



### Planning Commission Comments

The Planning Commission considered this Project on Thursday, June 28, 2018. The Commission approved Rezone R2018-06 by a vote of 4-0.

Additionally, the Commission approved to continue Vesting Tentative Tract Map TM6221 to a date uncertain by a vote of 4-0. The Commission would like the applicant to resolve a few project issues associated with the Tentative Tract Map that were brought up during the public hearing portion of the meeting. Specifically, the Commission felt the applicant should confirm project consent with property owners included in the Project. Additionally, the applicant should have additional dialogue with the property owner to the west specific to required dedications for the Project; lastly, the Commission indicated that the applicant should reconsider the proposed street width for consistency with surrounding development to the west and north.

### Consistency with General Plan Goals and Policies

Staff has evaluated the Project in light of the General Plan Land Use goals and policies. The rezone would bring the property into conformance with the General Plan as required per California Government Code §65860(a). The request is consistent with the General Plan.

### California Environmental Quality Act (CEQA)

This project is in substantial conformance with the environmental analysis performed for the 2014 General Plan Update and 2014 Development Code Update. No major revisions will be required with the adopted Environmental Impact Report to accommodate the proposed project; therefore, subject to CEQA Sections 15162, no further environmental review is required for this project.

The City published notice of this public hearing in *The Business Journal* on Wednesday, July 4, 2018.

### **FISCAL IMPACT**

None.

### **REASON FOR RECOMMENDATION**

The proposed rezone is consistent with the goals and policies of the General Plan Land Use Diagram and Development Code. Planning Commission and staff therefore recommend approval of Rezone R2018-06.

The findings to consider when making a decision on a rezone application include:

1. The proposed amendment is consistent with the goals, policies, and actions of the General Plan; and
2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.
3. The parcel is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested zoning designations and anticipated land uses/projects. (§ 2, Ord. 14-13, eff. October 8, 2014)


### **ACTIONS FOLLOWING APPROVAL**

The second reading of the Rezone Ordinance will be heard by the City Council at its next regular meeting and if approved, will go into effect 30 days from its passage and adoption.

### **NOTICE OF HEARING**

Property Owners within 600 feet notified:	196
Interested individuals notified:	10

Prepared by: George González, MPA, Associate Planner

Submitted by:   
Dwight Kroll, AICP  
Director of Planning and Development

O:\Planning Projects\Rezone\R 2018\R2018-06 (2M Development)\CC July 16, 2018\PDs - CC Staff Report R2018-06.doc



**FIGURE 1  
 PROJECT LOCATION MAP**



**DRAFT ORDINANCE**

**ATTACHMENT 1**



**DRAFT  
ORDINANCE 18-\_\_**

**AN ORDINANCE AMENDING AND CHANGING THE OFFICIAL ZONE MAP OF THE CITY OF CLOVIS IN ACCORDANCE WITH SECTIONS 9.08.020 AND 9.86.010 OF THE CLOVIS MUNICIPAL CODE TO RECLASSIFY LAND LOCATED AT THE NORTHWEST CORNER OF ASHLAN AND LOCAN AVENUES AND CONFIRMING ENVIRONMENTAL FINDINGS**

**LEGAL DESCRIPTION:**

See the attached Exhibit "One."

**WHEREAS**, 2M Development, 6455 N. Highland Avenue, Clovis, CA 93611, has applied for a Rezone R2018-06; and

**WHEREAS**, this is a request to rezone approximately 5.99 acres from the R-A (Single-Family Residential – 24,000 Sq. Ft.) Zone District to the R-1 (Single-Family Residential – 6,000 Sq. Ft.) Zone District for property located at the northwest corner of Ashlan and Locan Avenues, in the City of Clovis, California; and

**WHEREAS**, the Planning Commission held a noticed Public Hearing on June 28, 2018, to consider the Project Approval, at which time interested persons were given opportunity to comment on the Project; and

**WHEREAS**, the Planning Commission recommended that the Council approve Rezone R2018-06; and

**WHEREAS**, the Planning Commission's recommendations were forwarded to the City Council for consideration; and

**WHEREAS**, the City published Notice of a City Council Public Hearing for July 16, 2018, to consider Rezone R2018-06. A copy of the Notice was delivered to interested parties within 600 feet of the project boundaries and published in The Business Journal; and

**WHEREAS**, the City Council does find the project in substantial conformance with the environmental analysis performed for the 2014 General Plan Update and 2014 Development Code Update; and

**WHEREAS**, the City Council held a noticed public hearing on July 16, 2018, to consider the approval of Rezone R2018-06; and

**WHEREAS**, on July 16, 2018, the City Council considered testimony and information received at the public hearing and the oral and written reports from City staff, as well as other documents contained in the record of proceedings relating to Rezone R2018-06, which are maintained at the offices of the City of Clovis Planning and Development Services Department; and

**WHEREAS**, the City Council has evaluated and considered all comments, written and oral, received from persons who reviewed Rezone R2018-06, or otherwise commented on the Project; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLOVIS DOES ORDAIN AS FOLLOWS:**

SECTION 1: FINDINGS. The Council finds as follows:

1. That the proposed amendment is consistent with the goals, policies, and actions of the General Plan; and
2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.
3. The parcel is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested zoning designations and anticipated land uses/projects. (§ 2, Ord. 14-13, eff. October 8, 2014)

SECTION 2: The Official Map of the City is amended in accordance with Sections 9.8.020 and 9.86.010 of the Clovis Municipal Code by reclassification of certain land in the City of Clovis, County of Fresno, State of California, to wit:

From Classification R-A to Classification R-1

The property so reclassified is located at the northwest corner of Ashlan and Locan Avenues in the City of Clovis, County of Fresno, California, and is more particularly described as shown in "Exhibit One."

SECTION 3: This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

SECTION 4: The record of proceedings is contained in the Planning and Development Services Department, located at 1033 Fifth Street, Clovis, California 93612, and the custodian of record is the City Planner.

APPROVED: July 16, 2018

\_\_\_\_\_  
Mayor

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

\* \* \* \* \*

The foregoing Ordinance was introduced at a regular meeting of the City Council held on July 16, 2018, and was adopted at a regular meeting of said Council held on \_\_\_\_\_, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

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



## **PLANNING COMMISSION MINUTES**

**ATTACHMENT 2**

## CLOVIS PLANNING COMMISSION MINUTES

June 28, 2018

- A. Consider items associated with approximately 5.99 acres of land located at the northwest corner of Ashlan and Locan Avenues. Marilyn Ishimaru, Masaji Miyake, Masato Miyake, and Tom Miyake, owners; 2M Development, applicant; Harbour & Associates, representative.
  1. Consider Approval Res. 18-\_\_\_, **R2018-06**, A request to approve a rezone from the R-A (Single-Family Residential -24,000 Sq. Ft.) Zone District to the R-1 (Single-Family Residential -6,000 Sq. Ft.) Zone District.
  2. Consider Approval Res. 18-\_\_\_, **TM6221**, A request to approve a vesting tentative tract map for a 24-lot single family residential subdivision.

Associate Planner George Gonzalez presented the staff report.

Commissioner Hatcher sought and received confirmation that there should be a condition mandating the salvage of as many trees as possible at the site.

Commissioner Hatcher then inquired as to the fate of a pool on the remaining lot as it apparently crosses into the proposed development. Associate Planner Gonzalez replied that, based on the map, it would need to be either relocated or destroyed.

Chair Hinkle inquired as to the reason for Megan Avenue narrowing at one point. Associate Planner Gonzalez replied that the street would be built at fifty feet and would be consistent within the project boundaries. Chair Hinkle followed up by pointing out that the street narrows in the northern section. Associate Planner Gonzalez replied that this is because the existing street to the north is at fifty-four feet. Senior Planner Ramirez also explained that the applicant would be able to utilize the narrow street policy to increase the lot depth and still remain within the code standards.

Chair Hinkle explained that he is bringing this up because, after visiting the site and speaking briefly with the Parks Manager, he noticed that a nearby home has a good number of vehicles parked in the street, and can foresee this combining with the street narrowing to cause traffic problems. He encouraged keeping the street the same width if the narrowing is not necessary. Assistant Engineer Abella explained that the fifty-foot width street includes an adequate, eight-foot parking element in terms of space, and that the number of cars is due to behavior.

At this point, the Chair opened the floor to the applicant.

Lorren Smith of Harbour & Associates Engineering, 389 Clovis Avenue, provided background on the project that addressed street width, mentioned that the applicant will work with Parks to save as many trees as possible, and offered to answer questions.

Chair Hinkle sought and received confirmation from Mr. Abella that an existing house will remain and have two lots west of it. The existing pool will be removed with the development of this project. Additionally, the second house and associated accessory structures on the east side of the project will be removed as well.



At this point, the Chair opened the floor to those in favor.

There being none, the Chair opened the floor to those in opposition.

Tom Miyake of 2885 Ashlan Avenue stated that his property is on the notice sent to him as part of the development but is not for sale. He provided some background of his understanding of the situation, including using Ashlan Avenue for access, explaining that he's confused by some of his land being shown as part of the development when he hasn't sold it and doesn't intend to.

Chair Hinkle inquired as to whether Mr. Miyake owns Lots 23 and 24, the properties to the west. Mr. Miyake stated that he does, as he owns a two acre lot, explaining that the developer needs some of the land for street access.

Chair Hinkle sought confirmation that Mr. Miyake has some agreements in place with or has worked with the developer to put the road through his property. Mr. Miyake responded that no, he's spoken to Jeff De Young but that they never came to a specific idea of how much of his lot would be left.

Eric Fick of 2846 Antonio Avenue stated that on the map his property is adjacent to Lot 24, and that he came this night to find out what was being put on the development and if he is losing the front of his lot.

Assistant Engineer Abella explained that there seems to be an irrevocable offer recorded on the property and there needs to be some more research to confirm it, as the presence of such would mean Mr. Fisk would lose some of the front portion of his property. He further explained that there is a street light on the front portion of Mr. Fisk's property set up in such a way as to be placed for a future curb and gutter.

Chair Hinkle sought and received confirmation that the irrevocable offer could have been put in when the other development went in.

Chair Hinkle then inquired as to whether Mr. Fick was aware of this when he bought his property. Mr. Fick has owned his house for three years and had no idea of such a thing. He also stated that he understood the question regarding Lots 23 and 24 as Mr. Miyake's house is oriented opposite from the rest, facing onto Ashlan and therefore having access there instead of onto Antonio. Mr. Fick also reiterated his concern about possibly losing some of his front yard.

Chair Hinkle stated that he doesn't have an answer on that for Mr. Fick, that staff has given him as much information as they have, and that this needs some more research.

Commissioner Antuna sought and received confirmation that Mr. Fick would be able to contact staff to receive an answer on this matter.

Charles Imburgia of 2854 Austin Avenue, behind the proposed Lot 1, inquired as to the placement of lot property lines on one side of the street versus on the other side. Chair Hinkle confirmed that the seeming discrepancy is simply a visual effect of the mailed map.

At this point, the Chair reopened the floor to the applicant.



Mr. Smith, in regards to the lot west of Lot 24, explained that his company had been the engineers on the previous development, knew that a street would go through to the east, and so they did record an irrevocable offer of dedication on that (Mr. Fick's) property. Despite this, they won't simply go in and tear up the land but will work with Mr. Fick. In regards to Mr. Miyake's situation, as far as he knows, Mr. De Young has worked with him, the project going through does not necessarily mean that Mr. Miyake will be selling his land and there may be a misunderstanding that can be worked out. He provided some details from previous similar situations.

At this point, the Chair closed the public portion.

Commissioner Cunningham inquired as to whether approval of this tract map means it would be developed as presented or if the developer would have to work with the two concerned homeowners. Associate Planner Gonzalez replied that the developer will have to work things out with the existing property owners. He further explained that the application came with four separate property owner consent forms with four distinct individuals approving the map, and so that matter would have to be worked out. Commissioner Cunningham followed up by seeking and receiving confirmation that even with approval granted tonight, the disruptions would still need to be worked out.

Commissioner Antuna followed up by seeking clarification on how many trees were deemed worth saving and if setting such action as a condition of approval would ensure maximum care would be taken to preserve trees whenever possible. Associate Planner Gonzalez confirmed the number and that such would be the case, especially as they've worked with the representative on previous projects where such actions were taken.

Chair Hinkle stated his understanding that certain lots in the proposed map are conceptual, as there is no agreement with the current landowner, and his concern regarding approving a tract map with such uncertainty attached. He feels that not enough work has been done, that there are unanswered legal questions such as on the west end of the development, and that he is concerned with the narrowing of Megan Avenue. He feels that it becomes dangerous for children especially riding their bicycles, and that in light of these issues, the project should be continued.

Commissioner Cunningham expressed agreement with the Chair that the discrepancies and concerns brought up should result in a continuance, as a vote at this point would force him to vote against. He would prefer that the project be approved with a consensus in the future after some more work is done is to work out these issues.

City Planner Araki explained that when the entitlement application is submitted, the applicant is required to get property owner consent, and that the entitlement runs with and belongs to the property owners rather than the applicant, who is only the agent. At that point, it is the decision of the property owner what route they take, which is true of most of the projects that are seen by both the Planning Commission and the City Council. He also provided some information on the history of the western properties, that such situations are common in projects, and that it is up to the property owners and the applicant to work things out. City Planner Araki also pointed at that, at the time of the previous subdivision's development, the narrow street policy was to allow fifty feet, while the new policy is to allow thirty-two feet, providing some details and offering the possibility of working on the transition.



Chair Hinkle expressed that his main concern is the nearby street and the increased student traffic on that street.

City Planner Araki provided some action options for the Planning Commission on this project at this point.

Commissioner Antuna inquired as to whether the property owners could choose to develop their properties consistent with the proposed map in the future rather than sell to the developer. City Planner Araki responded that they could do so, by bringing in a phased final map, providing some details on what it would entail.

Commissioner Hatcher sought and received confirmation from City Planner Araki that the City has the documentation to allow the Planning Commission to approve the map, but that it would be up to the applicant and property owners to work out how it will look in the end. Senior Planner Ramirez added that this would be similar to a previous situation.

Commissioner Antuna sought and received confirmation that if the project is approved and a property owner chooses not to sell, the rest of the site could be developed except for that area.

Chair Hinkle stated that while he could approve the rezone, he felt that he could not do so for the tract map because of the outstanding issues.

Commissioner Hatcher sought confirmation of this being the opinion of the rest of the Commission before making a motion.

Commissioner Cunningham stated that while he initially had misgivings about the tract map, he recalled documentation in the staff report that there was an agreement, leading him to feel more comfortable approving the tract map than at the beginning of the session.

City Planner Araki provided the additional action option of further conditioning the tract map, such as for the street width.

Commissioner Hatcher expressed that she is fine with the current street width of the map.

At this point a motion was made by Commissioner Hatcher and seconded by Commissioner Antuna to approve R2018-06. The motion was approved by a vote of 4-0.

Commissioner Hatcher inquired as to whether the Commission would like to approve the tract map with conditions. Chair Hinkle responded that he would wish to add conditions regarding an increase in the street width and acceptance of the owners. Commissioner Hatcher followed up with an inquiry as to whether a condition on landowner acceptance can be added when it is already present. Assistant Engineer Abella explained that all owners must sign approval for a final map to be accepted.

Associate Planner Gonzalez sought and received confirmation and clarification from Assistant Engineer Abella on whether there is a condition from Engineering taking away the existing drive from the remainder lot. Chair Hinkle reminded that the owner does not want to give that drive up. Associate Planner Gonzalez provided two potential action options on that condition. Assistant Engineer Abella provided detail on the condition in question, and presented the option of working with the applicant on leaving the subject drive. Commissioner Hatcher pointed out

the difficulty level of the issue. City Planner Araki deferred to the city engineers on the treatment of access on this lot.

Commissioner Antuna suggested a continuance based on the several outstanding issues such as this one that still need to be worked out.

At this point a motion was made by Commissioner Antuna and seconded by Commissioner Hatcher to continue TM6221 to a date uncertain. The motion was approved by a vote of 4-0.



## **CORRESPONDENCE**

**ATTACHMENT 3**



May 14, 2018

George Gonzalez  
Planning and Development Services Dept.  
1033 Fifth St.  
Clovis, CA 93612

SUBJECT: TM 6221 (NWC Ashlan and Locan Avenues)  
R2018-06

Dear Mr. Gonzalez:

The purpose of this letter is to provide school district information relative to the above-referenced subdivision and to comply with Business and Professions Code section 11010, subdivision (b)(11)(A) regarding the provision of school-related information to the subdivider/owner and the State Department of Real Estate.

1. Elementary School Information:

- (a) The subject land is presently within the attendance area of the elementary school (grades K-6) listed below:

School Name: *Freedom Elementary*  
Address: *2955 Gettysburg Ave Clovis CA 93611-3954*  
Telephone: *(559) 327-4800*  
Capacity: *864*  
Enrollment: *740 (CBEDS enrollment 2016-17 school year)*

- (b) Because of projected growth in the District and the District's plans for construction of new school facilities, it is possible that (1) adjustment of school attendance areas could occur in the future such that students residing in the project area may be required to attend an elementary school other than the school listed above, and (2) students residing in the project area may attend more than one elementary school within the District during their elementary school years.

2. Intermediate School Information:

School Name: *Reyburn Intermediate*  
Address: *2901 Dewolf Ave Clovis CA 93619-5226*  
Telephone: *(559) 327-4500*  
Capacity: *1600*  
Enrollment: *1429 (CBEDS enrollment 2016-17 school year)*

**Governing Board**

Sandra A. Budd  
Christopher Casado  
Steven G. Fogg, M.D.  
Brian D. Heryford  
Ginny L. Hovseplan  
Elizabeth J. Sandoval  
Jim Van Volkinburg, D.D.S.

**Administration**

Elmear O'Farrell, Ed.D.  
*Superintendent*  
Don Ulrich, Ed.D.  
*Deputy Superintendent*  
Norm Anderson  
*Associate Superintendent*  
Barry S. Jager, Jr.  
*Associate Superintendent*  
Michael Johnston  
*Associate Superintendent*



3. High School Information:

School Name: *Clovis East High School*  
Address: *2940 Leonard Ave Clovis CA 93619-8446*  
Telephone: *(559) 327-4000*  
Capacity: *3100*  
Enrollment: *2492 (CBEDS enrollment 2016-17 school year)*

4. Bus transportation is currently provided for grades K-6 students residing further than one mile from school and for grades 7-12 students residing further than two and one-half miles from school. Transportation will be available for students attending the above-identified elementary, intermediate and high schools in accordance with District standards in effect at the time of enrollment.
5. The District currently levies a school facilities fee of \$4.63 per square foot (as of July 1, 2017) for residential development. The fee is adjusted periodically in accordance with law. New development on the subject property will be subject to the fee in place at the time fee certificates are obtained.

The District hereby requests that the information in this letter be provided by the owner/subdivider to all prospective purchasers of property within the project.

Thank you for the opportunity to comment on the project. Please contact me if you have any questions regarding this letter.

Sincerely,



Michael Johnston  
Associate Superintendent  
Administrative Services



# County of Fresno

## DEPARTMENT OF PUBLIC HEALTH

David Pomaville, Director  
Dr. Ken Bird, Health Officer

May 10, 2018

LU0019445  
2604

George Gonzalez, Associate Planner  
City of Clovis  
Planning and Development Services Department  
1033 Fifth Street  
Clovis, CA 93612

Dear Mr. Gonzalez:

PROJECT NUMBER: **R2018-06, TM6221**

A request to rezone 5.99 acres of land from R-A to R-1 and a Vesting Tentative Tract Map for a 24-Lot SFR Subdivision Development.

**APN: 555-130-34, -35**

**ZONING: R-1**

**ADDRESS: NWC Ashlan & Locan Avenues**

Recommended Conditions of Approval:

- Construction permits for the proposed development should be subject to assurance of sewer capacity of the Regional Wastewater Treatment Facility. Concurrence should be obtained from the California Regional Water Quality Control Board (RWQCB). For more information, contact staff at (559) 445-5116.
- Construction permits for the proposed development should be subject to assurance that the City of Clovis community water system has the capacity and quality to serve this project. Concurrence should be obtained from the State Water Resources Control Board, Division of Drinking Water-Southern Branch. For more information call (559) 447-3300.
- The proposed demolition/construction project has the potential to expose nearby residents to elevated noise levels. Consideration should be given to your City's municipal code.
- As a measure to protect ground water, all water wells and/or septic systems that exist or have been abandoned within the project area should be properly destroyed by an appropriately licensed contractor.

Prior to destruction of agricultural wells, a sample of the upper most fluid in the water well column should be sampled for lubricating oil. The presence of oil staining around the water well may indicate the use of lubricating oil to maintain the well pump. Should lubricating oil be found in the well, the oil should be removed from the well prior to placement of fill material for destruction. The "oily water" removed from the well must be handled in accordance with federal, state and local government requirements.

***Promotion, preservation and protection of the community's health***

1221 Fulton Mall / P. O. Box 11867, Fresno, CA 93775  
(559) 600-3271 • FAX (559) 600-7629

The County of Fresno is an Equal Opportunity Employer  
[www.co.fresno.ca.us](http://www.co.fresno.ca.us) • [www.fcdph.org](http://www.fcdph.org)



- Should any underground storage tank(s) be found during the project, the applicant shall apply for and secure an Underground Storage Tank Removal Permit from the Fresno County Department of Public Health, Environmental Health Division. Contact the Certified Unified Program Agency at (559) 600-3271 for more information.

The following comments pertain to the demolition of existing structures:

- Should the structures have an active rodent or insect infestation, the infestation should be abated prior to demolition of the structures in order to prevent the spread of vectors to adjacent properties.
- In the process of demolishing the existing structures, the contractor may encounter asbestos containing construction materials and materials coated with lead based paints.
- If asbestos containing materials are encountered, contact the San Joaquin Valley Air Pollution Control District at (559) 230-6000 for more information.
- If the structures were constructed prior to 1979 or if lead-based paint is suspected to have been used in these structures, then prior to demolition and/or remodel work the contractor should contact the following agencies for current regulations and requirements:
  - California Department of Public Health, Childhood Lead Poisoning Prevention Branch, at (510) 620-5600.
  - United States Environmental Protection Agency, Region 9, at (415) 947-8000.
  - State of California, Industrial Relations Department, Division of Occupational Safety and Health, Consultation Service (CAL-OSHA) at (559) 454-5302.
- Any construction materials deemed hazardous as identified in the demolition process must be characterized and disposed of in accordance with current federal, state, and local requirements.

---

REVIEWED BY:

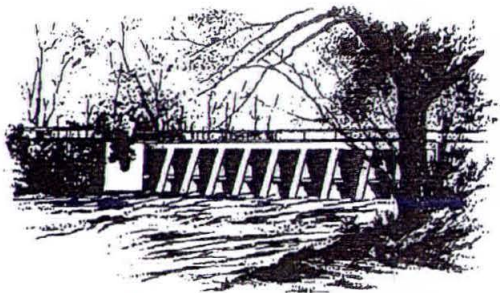
Kevin Tsuda, R.E.H.S.  
Environmental Health Specialist II

(559) 600-3271

---

KT

cc: 2M Development- Applicant ([mason6133@gmail.com](mailto:mason6133@gmail.com)) (CT. 59.11)



YOUR MOST VALUABLE RESOURCE - WATER

OFFICE OF  
**FRESNO  
IRRIGATION DISTRICT**

TELEPHONE (559) 233-7161  
FAX (559) 233-8227  
2907 S. MAPLE AVENUE  
FRESNO, CALIFORNIA 93725-2208

May 17, 2018

Mr. George Gonzalez  
Planning and Development Services Dept.  
City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

RE: Vesting Tentative Tract Map 6221  
N/W Ashlan and Locan avenues

Dear Mr. Gonzalez:

The Fresno Irrigation District (FID) has reviewed the Vesting Tentative Tract Map 6221 for which the applicant request approval for a 24-lot single-family residential development, APNs: 555-130-34, 35. FID has the following comments:

1. FID does not own, operate or maintain any facilities located on the subject property as shown on the attached FID exhibit map.
2. For informational purposes, FID's active Brown No. 113 Pipeline runs westerly along the south side of Ashlan Avenue and crosses Locan Avenue approximately 100 feet south of the subject property, as shown on the attached FID exhibit map. Should this project include any street and/or utility improvements along Ashlan Avenue, Locan Avenue, or in the vicinity of this pipeline, FID requires it review and approve all plans.
3. For informational purposes, FID's Gunn No. 386 Pipeline runs southerly and crosses the intersection of Ashlan Avenue and Temperance Avenue approximately 1,600 feet west of the subject property, as shown on the attached FID exhibit map. Should this project include any street and/or utility improvements along Ashlan Avenue, Temperance Avenue, or in the vicinity of this pipeline, FID requires it review and approve all plans.

G:\Agencies\Clovis\Tract Map\6221.doc



4. The proposed development may negatively impact local groundwater supplies. The area is currently open land, rural residential or limited agricultural production with little to no water demand. Under current circumstances the project area is experiencing a modest but continuing groundwater overdraft. Should the proposed development result in an increase in the consumption of water, this deficit will increase. FID suggests the City of Clovis require the proposed development balance anticipated groundwater use with sufficient recharge of imported surface water in order to preclude increasing the area's existing groundwater overdraft.
5. California enacted landmark legislation in 2014 known as the Sustainable Groundwater Management Act (SGMA). The act requires the formation of local groundwater sustainability agencies (GSAs) that must assess conditions in their local water basins and adopt locally-based management plans. FID and the City of Clovis are members of the North Kings Groundwater Sustainability Agency which will manage the groundwater basin within the FID service area. This area is completely reliant on groundwater pumping and SGMA will impact all users of groundwater and those who rely on it. The City of Clovis should consider the impacts of the development on the City's ability to comply with requirements of SGMA.

Thank you for submitting this for our review. We appreciate the opportunity to review and comment on the subject documents for the proposed project. If you have any questions please feel free to contact Chris Lundeen at (559) 233-7161 extension 7410 or [clundeen@fresnoirrigation.com](mailto:clundeen@fresnoirrigation.com).

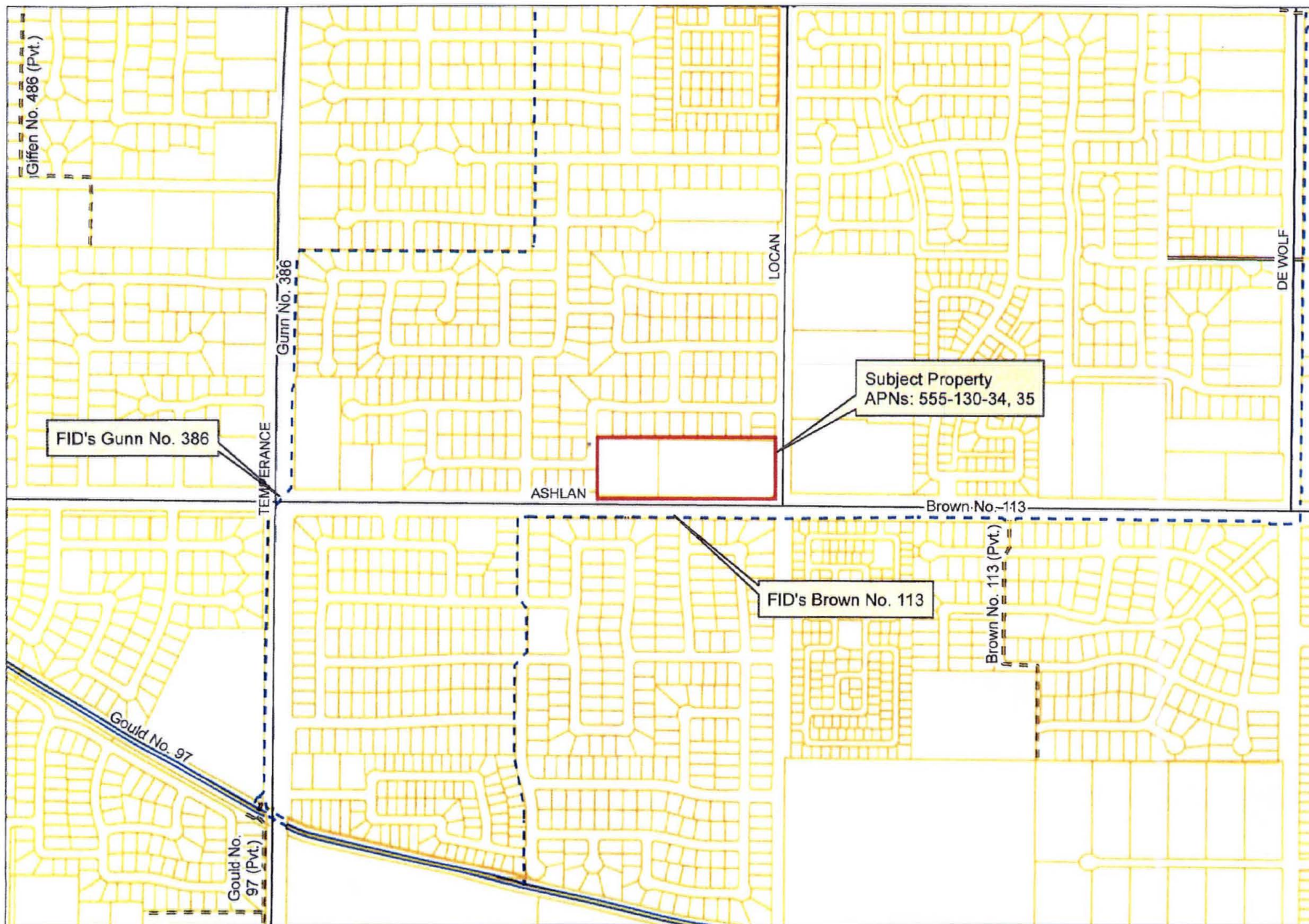
Sincerely,



Laurence Kimura, P.E.  
Chief Engineer

Attachment





This map was produced by the Fresno Irrigation District and is provided for reference and informational purposes only and is not intended to show map scale accuracy or all inclusive map features, nor for legal purposes. FID makes no statements regarding the accuracy of this map as the features shown are in their approximate location. Please contact the FID Engineering Dept. at (559) 233-7161 for further information on FID facilities.

#### Legend

FID Canal	FID Pipeline	Stream Group	FID Boundary	Parcel
Private Canal	Private Pipeline	Other-Creek/River	Railroad	FMFCD Acquired Basins
Abandoned Canal	Abandoned Pipeline	Other-Pipeline	Streets & Hwys	FMFCD Proposed Basins

0 325 650 Feet  
1 inch = 641.43 feet



Date Saved: 5/10/2018 7:31:10 AM  
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## Fresno Metropolitan Flood Control District

*Capturing Stormwater since 1956*

File 210.434  
210.45 "6221"

May 30, 2018

Mr. George Gonzalez  
City of Clovis  
Department of Planning & Development Services  
1033 Fifth Street  
Clovis, CA 93612

Dear Mr. Gonzalez,

**Rezone Application No. R2018-06**  
**Drainage Area "1G"**

The proposed rezone lies within the District's Drainage Area "1G". Based on information submitted at this time, the District's system can accommodate the proposed rezone. The existing Master Plan system has been designed for runoff from a Medium-Low Density Residential land use at this location. Lot coverage must be provided to the District prior to submittal of improvement plans for this project. Should the density of the project be commensurate with a density higher than the system design, mitigation may be required.

Please contact us if you need further information at (559) 456-3292.

Very truly yours,

Robert Villalobos  
Engineering Technician III

RV/lrl

k:\letters\rezone letters\clovis\2018\2018-006(1g)(rv).docx

**FRESNO METROPOLITAN FLOOD CONTROL DISTRICT  
NOTICE OF REQUIREMENTS**

File No. 210.45

Page 1 of 4

**PUBLIC AGENCY**

GEORGE GONZALEZ  
PLANNING AND DEVELOPMENT SERVICES  
CITY OF CLOVIS  
1033 FIFTH STREET  
CLOVIS, CA 936112

**DEVELOPER**

2M DEVELOPMENT  
6455 N. HIGHLAND AVE.  
CLOVIS, CA 93611

PROJECT NO: **6221**

ADDRESS: **NWC ASHLAN AND LOCAN**

APN: **555-130-35, 555-130-34**

SENT: **5/30/18**

Drainage Area(s)	Preliminary Fee(s)	Development Review Service Charge(s)	Fee(s)	
1G	\$38,271.00	NOR Review	\$321.00	To be paid prior to release of District comments to Public Agency and Developer.
		Grading Plan Review	\$896.00	Amount to be submitted with first grading plan submittal.
Total Drainage Fee: \$38,271.00		Total Service Charge: \$1,217.00		

The proposed development will generate storm runoff which produces potentially significant environmental impacts and which must be properly discharged and mitigated pursuant to the California Environmental Quality Act and the National Environmental Policy Act. The District in cooperation with the City and County has developed and adopted the Storm Drainage and Flood Control Master Plan. Compliance with and implementation of this Master Plan by this development project will satisfy the drainage related CEQA/NEPA impact of the project mitigation requirements.

Pursuant to the District's Development Review Fee Policy, the subject project shall pay review fees for issuance of this Notice of Requirements (NOR) and any plan submittals requiring the District's reviews. The NOR fee shall be paid to the District by Developer before the Notice of Requirement will be submitted to the City. The Grading Plan fee shall be paid upon first submittal. The Storm Drain Plan fee shall be paid prior to return/pick up of first submittal.

The proposed development shall pay drainage fees pursuant to the Drainage Fee Ordinance prior to issuance of a building permit at the rates in effect at the time of such issuance. The fee indicated above is valid through 2/28/19 based on the site plan submitted to the District on 5/07/18 Contact FMFCD for a revised fee in cases where changes are made in the proposed site plan which materially alter the proposed impervious area.

Considerations which may affect the fee obligation(s) or the timing or form of fee payment:

- a.) Fees related to undeveloped or phased portions of the project may be deferrable.
- b.) Fees may be calculated based on the actual percentage of runoff if different than that typical for the zone district under which the development is being undertaken and if permanent provisions are made to assure that the site remains in that configuration.
- c.) Master Plan storm drainage facilities may be constructed, or required to be constructed in lieu of paying fees.
- d.) The actual cost incurred in constructing Master Plan drainage system facilities is credited against the drainage fee obligation.
- e.) When the actual costs incurred in constructing Master Plan facilities exceeds the drainage fee obligation, reimbursement will be made for the excess costs from future fees collected by the District from other development.
- f.) Any request for a drainage fee refund requires the entitlement cancellation and a written request addressed to the General Manager of the District within 60 days from payment of the fee. A non refundable \$300 Administration fee or 5% of the refund whichever is less will be retained without fee credit.

**CL TRACT No. 6221**



**FRESNO METROPOLITAN FLOOD CONTROL DISTRICT  
NOTICE OF REQUIREMENTS**

Page 2 of 4

**Approval of this development shall be conditioned upon compliance with these District Requirements.**


1. ☒ a. Drainage from the site shall BE DIRECTED TOWARD ANTONIO AND HORNET AVENUES.  
☐ b. Grading and drainage patterns shall be as identified on Exhibit No.  
☐ c. The grading and drainage patterns shown on the site plan conform to the adopted Storm Drainage and Flood Control Master Plan.
  
2. The proposed development shall construct and/or dedicate Storm Drainage and Flood Control Master Plan facilities located within the development or necessitated by any off-site improvements required by the approving agency:  
☐ Developer shall construct facilities as shown on Exhibit No. 1 as  
☒ None required.
  
3. The following final improvement plans and information shall be submitted to the District for review prior to final development approval:  
☒ Grading Plan  
☒ Street Plan  
☐ Storm Drain Plan  
☐ Water & Sewer Plan  
☒ Final Map  
☒ Drainage Report (to be submitted with tentative map)  
☐ Other  
☐ None Required
  
4. Availability of drainage facilities:  
☒ a. Permanent drainage service is available provided the developer can verify to the satisfaction of the City that runoff can be safely conveyed to the Master Plan inlet(s).  
☐ b. The construction of facilities required by Paragraph No. 2 hereof will provide permanent drainage service.  
☐ c. Permanent drainage service will not be available. The District recommends temporary facilities until permanent service is available.  
☐ d. See Exhibit No. 2.
  
5. The proposed development:  
☐ Appears to be located within a 100 year flood prone area as designated on the latest Flood Insurance Rate Maps available to the District, necessitating appropriate floodplain management action. (See attached Floodplain Policy.)  
☒ Does not appear to be located within a flood prone area.
  
6. ☐ The subject site contains a portion of a canal or pipeline that is used to manage recharge, storm water, and/or flood flows. The existing capacity must be preserved as part of site development. Additionally, site development may not interfere with the ability to operate and maintain the canal or pipeline.


**CL TRACT No. 6221**

**FRESNO METROPOLITAN FLOOD CONTROL DISTRICT  
NOTICE OF REQUIREMENTS**

Page 3 of 4

7. The Federal Clean Water Act and the State General Permits for Storm Water Discharges Associated with Construction and Industrial Activities (State General Permits) require developers of construction projects disturbing one or more acres, and discharges associated with industrial activity not otherwise exempt from National Pollutant Discharge Elimination System (NPDES) permitting, to implement controls to reduce pollutants, prohibit the discharge of waters other than storm water to the municipal storm drain system, and meet water quality standards. These requirements apply both to pollutants generated during construction, and to those which may be generated by operations at the development after construction.
- a. State General Permit for Storm Water Discharges Associated with Construction Activities, effective July 1, 2010, as amended. A State General Construction Permit is required for all clearing, grading, and disturbances to the ground that result in soil disturbance of at least one acre (or less than one acre) if part of a larger common plan of development or sale). Permittees are required to: submit a Notice of Intent and Permit Registration Documents to be covered and must pay a permit fee to the State Water Resources Control Board (State Board), develop and implement a storm water pollution prevention plan, eliminate non-storm water discharges, conduct routine site inspections, train employees in permit compliance, and complete an annual certification of compliance.
  - b. State General Permit for Storm Water Discharges Associated with Industrial Activities, April, 2014 (available at the District Office). A State General Industrial Permit is required for specific types of industries described in the NPDES regulations or by Standard Industrial Classification (SIC) code. The following categories of industries are generally required to secure an industrial permit: manufacturing; trucking; recycling; and waste and hazardous waste management. Specific exemptions exist for manufacturing activities which occur entirely indoors. Permittees are required to: submit a Notice of Intent to be covered and must pay a permit fee to the State Water Resources Control Board, develop and implement a storm water pollution prevention plan, eliminate non-storm water discharges, conduct routine site inspections, train employees in permit compliance, sample storm water runoff and test it for pollutant indicators, and annually submit a report to the State Board.
  - c. The proposed development is encouraged to select and implement storm water quality controls recommended in the Fresno-Clovis Storm Water Quality Management Construction and Post-Construction Guidelines (available at the District Office) to meet the requirements of the State General Permits, eliminate the potential for non-storm water to enter the municipal storm drain system, and where possible minimize contact with materials which may contaminate storm water runoff.
8. A requirement of the District may be appealed by filing a written notice of appeal with the Secretary of the District within ten days of the date of this Notice of Requirements.
9. The District reserves the right to modify, reduce or add to these requirements, or revise fees, as necessary to accommodate changes made in the proposed development by the developer or requirements made by other agencies.
10.   X   See Exhibit No. 2 for additional comments, recommendations and requirements.

  
Debbie Campbell  
Design Engineer

  
Robert Villalobos  
Project Engineer

**CL TRACT No. 6221**



**FRESNO METROPOLITAN FLOOD CONTROL DISTRICT  
NOTICE OF REQUIREMENTS**

Page 4 of 4

CC:

HARBOUR & ASSOC.

389 CLOVIS AVE., SUITE 300

CLOVIS, CA 93612

**CL TRACT No. 6221**

**OTHER REQUIREMENTS**  
**EXHIBIT NO. 2**

The Master Plan system has been designed such that during a two-year event flow will not exceed the height of the 6-inch curb. Should wedge curb (4.5 inches height) be used the same criteria shall apply whereby flow remains below the top of curb. Any extensions or pipe size increases due to meeting the requirement listed above shall be at the developer's expense.

Lot coverage must be provided to the District prior to submittal of improvement plans. The final drainage fee will be calculated commensurate with the lot coverage provided by the developer. If the lot coverage indicates a density higher than Master Planned, mitigation may be required. The lot coverage calculated by the District includes the front yard walkway, sidewalk walkway and the rear yard patio equaling an additional 6% of impervious area in addition to the City's typical lot coverage calculation.

Development No. Tract 6221





AGENDA ITEM NO: **1-B**

City Manager: *[Signature]*

# **CITY of CLOVIS**

## **REPORT TO THE CITY COUNCIL**

**TO:** Mayor and City Council

**FROM:** Planning and Development Services

**DATE:** July 16, 2018

**SUBJECT:** Consider Approval, Res. 18-\_\_\_\_, RO299, A resolution of Application for the Annexation of the Territory known as the Ashlan-Thompson SE Reorganization located at the southeast corner of Ashlan and Thompson Avenues. Various owners; Stone Valley Communities, LLC., applicant.

**ATTACHMENTS:**

Exhibit A:	Legal and Map Description
Exhibit B:	Draft Resolution of Application
Exhibit C:	Project Area Map

**CONFLICT OF INTEREST**

None.

**RECOMMENDATION**

Staff recommends the City Council approve a Resolution of Application for the Annexation of the Territory known as the Ashlan-Thompson Southeast Reorganization, accepting applications and requesting the Local Agency Formation Commission to proceed with reorganization.

**EXECUTIVE SUMMARY**

The total area of the annexation is approximately 38.5 acres located at the southeast corner of Ashlan and Thompson Avenues. The Project site includes an approved Vesting Tentative Tract Map TM6161, for a 142-lot single-family residential development. The Project area has been rezoned to the R-1-MD Zone District under Prezone R2016-16, consistent with the General Plan Land Use Diagram and Loma Vista Specific Plan.

## BACKGROUND

Property Owners: 3  
Phillip D. & Judith M. Armstrong Trustees, Carl Y. & Wanda J. Armstrong Trustees, and Rancho Vista 6161, LP.

Owners Consenting to Annexation: 3 (100%)

Registered Voters: 6

Acreage: 38.5 acres

### Standard Conditions of Annexation:

In response to the standard conditions which the City requires of properties to be annexed, there are several conditions recommended for this annexation which respond to the requirements agreed to by the tax sharing agreement and to the timing of public services to the site.

The conditions recommended for this application are as follows:

1. The regular assessment roll shall be utilized.
2. Each new development will be required to demonstrate adequate water availability and, if necessary, will be required to drill and test a well and to connect it to the city water system.
3. Each new development will be required to obtain sewage capacity from the trunk sewer specified by the City Engineer.
4. The provisions of Article II, Annexation by City, as agreed between the City of Clovis and the County of Fresno pursuant to the August 21, 1990 Memorandum of Understanding, as amended from time to time, regarding tax sharing shall apply.
5. The applicants shall reimburse the City for any expense associated with the transition agreement for fire services with the Fresno County Fire Protection District that would apply to this proposal.
6. A "Right-to-Farm" covenant shall be recorded for each tract map or made a condition of each tract map.
7. Pursuant to Government Code Section 56663, the City shall consent to the annexation and waive its rights to a hearing.



8. Prior to approval, recordation or filing of an annexation, tentative map, final map, parcel map, or site plan (Project), the property covered by the Project shall be included within or annexed to a Community Facilities District (CFD), established by the City for the provision of public facilities and services, for which proceedings have been consummated, and shall be subject to the special tax approved with the formation or annexation to the CFD.

The applicant and the property owner acknowledge and agree that if the Project were not part of a CFD, the City might lack the financial resources to operate facilities and provide public services, such as police protection and fire protection. Absent the requirement for inclusion of the Project within a CFD, the City might not be able to make the finding that the Project is consistent with the General Plan and relevant specific plans and might not be able to make the findings supporting approval of the Project as required by the Subdivision Map Act and the California Environmental Quality Act, and the City might be required to deny the application for the Project.

The owner/developer shall notify all potential lot buyers prior to sale that this Project is a part of a CFD and shall inform potential buyers of the special tax amount. Said notification shall be in a manner approved by the City.

This requirement may be waived at the discretion of the City Council if, at the time of the approval, recordation, or filing of the Project, the City Council has determined that it is not necessary that the Project be included in the CFD.

## **FISCAL IMPACT**

### Assessed Value:

Land only:	\$ 153,390
Improvements:	\$ 277,102
Ratio of Improvements to Land	1.81:1 (developed)

### Estimated Tax Share:

	<u>Before</u>	<u>After</u>
County:	\$ 1,425	\$ 1,217
City:	\$ 0	\$ 715
FCFPD:	\$ 485	\$ 0
(Fresno County Fire Protection District)		
KRCD:	\$ 21	\$ 0
(Kings River Conservation District)		

Note: the County will also receive the cash equivalent of 8% of the City's sales/use tax for this area.

California Environmental Quality Act (CEQA)

The City of Clovis has completed an environmental review (an assessment of the Project's impact on natural and manmade environments) of the proposed project, as required by the State of California. Staff finds the Project in substantial conformance with the environmental analysis performed for General Plan Amendment GPA2016-10, Prezone R2016-16 & Vesting Tentative Tract Map TM6161. No major revisions will be required with the adopted Mitigated Negative Declaration to accommodate the proposed project, therefore, subject to CEQA Sections 15162 and 15182 no further environmental review is required for this project.

The City published notice of this public hearing in *The Business Journal* on Wednesday, July 4, 2018.

**REASON FOR RECOMMENDATION**

The annexation proposed is within the City's adopted sphere of influence and is consistent with the City of Clovis' general plan land use diagram and Loma Vista Specific Plan. Also, the proposed annexation is intended for urban development, as is evidenced by the approved Vesting Tentative Tract Map TM6161 covering 76 percent of the developable area.

**ACTIONS FOLLOWING APPROVAL**

The annexation application will be prepared and submitted to LAFCo after all materials have been submitted by the applicant, sufficient to meet the conditions for the application.

**NOTICE OF HEARING**

Property Owners within 700 feet notified:	29
Interested individuals notified:	10

Prepared by: George González, MPA, Associate Planner

Submitted by:   
Dwight Kroll, AICP *for DK*  
Director of Planning and Development

O:\Planning Projects\Annexation\RO200-299\RO251-299\RO299 Ashlan-Thompson SE Reorganization\Correspondence\Revised Project Site 060218\CC July 16, 2018\PDS - Staff Report RO299.doc



## **LEGAL & MAP DESCRIPTION**

**EXHIBIT A**

**ASHLAN - THOMPSON SOUTHEAST REORGANIZATION**

**TO BE ANNEXED TO THE CITY OF CLOVIS  
AND DETACHMENT FROM THE FRESNO COUNTY FIRE PROTECTION DISTRICT  
AND THE KINGS RIVER CONSERVATION DISTRICT.**

That portion of Sections 18 and 19, Township 13 South, Range 22 East, Mount Diablo Base AND Meridian, according to the Official Plat thereof, in the County of Fresno, State of California, described as follows:

COMMENCING at the North Quarter Corner of said Section 19;

Thence, (1) South 89°54'30" East, along the North line of the Northwest Quarter of the Northeast Quarter of said Section 19, a distance of 20.00 feet to the TRUE POINT OF BEGINNING, said point being on the Northerly prolongation of the East right of way of North Thompson Avenue;

Thence, (2) North 00°01'30" West, along said Northerly prolongation and along the East right of way of North Thompson Avenue, a distance of 56.00 feet;

Thence, (3) South 89°54'30" East, parallel with and 56.00 feet North of the North line of the Northwest Quarter of the Northeast Quarter of said Section 19, a distance of 188.72 feet;

Thence, (4) North 00°01'30" East, a distance of 19.50 feet to a point 75.50 feet North of the North line of the Northwest Quarter of the Northeast Quarter of said Section 19;

Thence, (5) South 89°54'30" East, parallel with and 75.50 feet North of the North line of the Northwest Quarter of the Northeast Quarter of said Section 19, a distance of 94.37 feet;

Thence, (6) South 88°45'46" East, a distance of 275.05 feet to a point 70.00 feet North of the North line of the Northwest Quarter of the Northeast Quarter of said Section 19;

Thence, (7) South 89°54'30" East, parallel with and 70.00 feet North of the North line of the Northwest Quarter of the Northeast Quarter of said Section 19, a distance of 745.50 feet;

Thence, (8) South 00°00'45" East, along the Northerly prolongation of the East line of the Northwest Quarter of the Northeast Quarter of said Section 19, and along said East line, a distance of 1394.15 feet to the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 19;

Thence, (9) North 89°55'00" West, along the South line of the Northwest Quarter of the Northeast Quarter of said Section 19, a distance of 1303.27 feet to a



point on the East right of way of North Thompson Avenue, said East right of way being 20.00 feet East of the East line of the Northwest quarter of said Section 19;

Thence, (10) North  $00^{\circ}01'30''$  West, along said East right of way of North Thompson Avenue, a distance of 1324.34 feet to the TRUE POINT OF BEGINNING.

Containing 41.688 acres more or less.

6.2-18

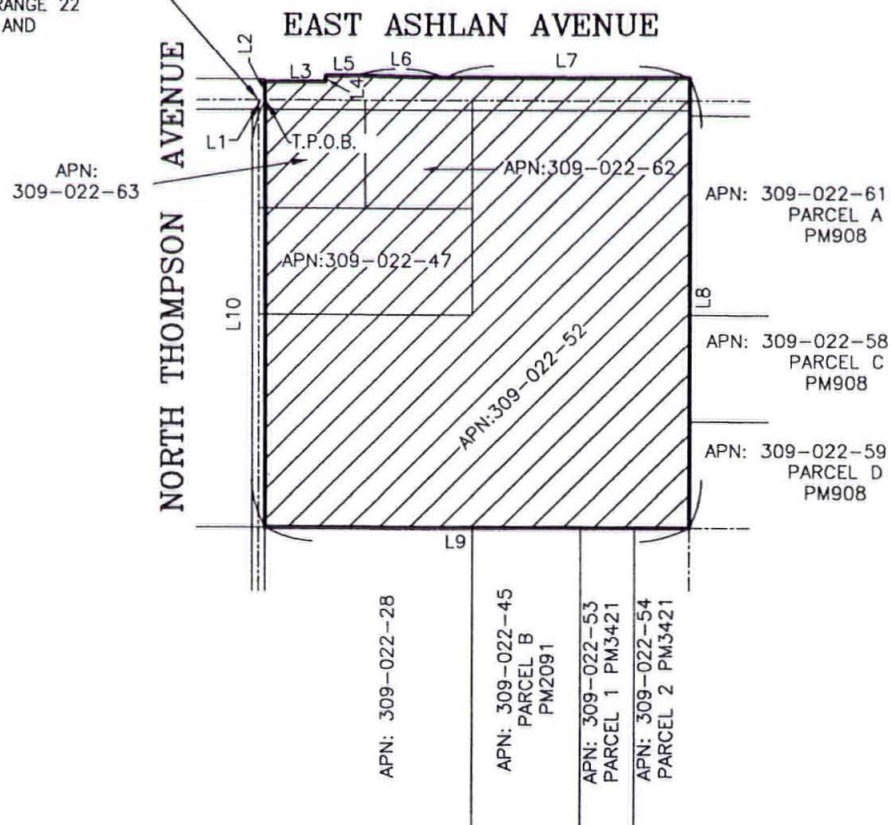


# ASHLAN - THOMPSON SOUTHEAST REORGANIZATION

A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 13 SOUTH, RANGE 22  
EAST, MOUNT DIABLO BASE AND MERIDIAN.

TO BE ANNEXED TO THE CITY OF CLOVIS AND DETACHED FROM THE  
FRESNO COUNTY FIRE PROTECTION DISTRICT AND THE KINGS RIVER  
CONSERVATION DISTRICT.

POINT OF COMMENCEMENT  
NORTH QUARTER CORNER OF SECTION  
19, TOWNSHIP 13 SOUTH, RANGE 22  
EAST, MOUNT DIABLO BASE AND  
MERIDIAN.



SCALE: 1" = 600'

0 600 1200



LINE	BEARING	DISTANCE
L1	S 89°54'30" E	20.00'
L2	N 00°01'30" W	56.00'
L3	S 89°54'30" E	188.72'
L4	N 00°01'30" E	19.50'
L5	S 89°54'30" E	94.37'
L6	S 88°45'46" E	275.05'
L7	S 89°54'30" E	745.50'
L8	S 00°00'45" E	1394.15'
L9	N 89°55'00" W	1303.27'
L10	N 00°01'30" W	1324.34'

## LEGEND:



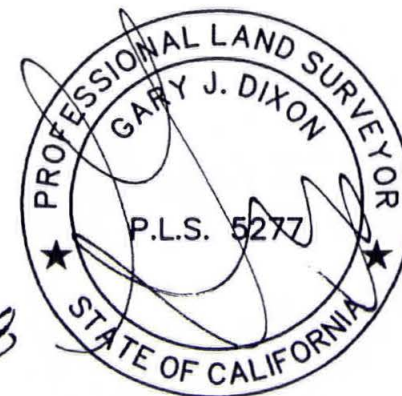
INDICATES AREA TO BE ANNEXED TO THE CITY OF CLOVIS.  
41.688 ACRES

T.P.O.B. TRUE POINT OF BEGINNING.

PM2901 PARCEL MAP NO. 2091 RECORDED IN BOOK 13 OF PARCEL MAP AT PAGE 52 F.C.R.

PM3421 PARCEL MAP NO. 3421 RECORDED IN BOOK 24 OF PARCEL MAP AT PAGE 49 F.C.R.

PM908 PARCEL MAP NO. 908 RECORDED IN BOOK 4 OF PARCEL MAP AT PAGE 26 F.C.R.



6-2-18

**DIXON & ASSOCIATES, INC.**  
LAND SURVEYING

620 DEWITT, #101  
CLOVIS, CALIFORNIA, 93612

PH: (559)297-4200 FAX: (559)297-4272



\*\*\*\*\*  
 \* DIXON & ASSOCIATES, INC. \*  
 \* LAND SURVEYING \*  
 \* 620 DeWITT - SUITE 101 \*  
 \* CLOVIS, CA. 93612 \*  
 \* PH: (559) 297-4200 FAX: (559) 297-4272 \*  
 \* www.dixonsurveying.com \*  
 \*\*\*\*\*

CLOSURE AND AREA CALCULATIONS REPORT  
 Distances/Coordinates are in Feet

June 01, 2018  
 F:\2016\16-109\annexation\gary

\*\*\*\*\* BOUNDARY (BDY) \*\*\*\*\*

\*\*\*\*\* Closure: annexation boundary \*\*\*\*\*

Start Point	Bearing	Distance	End Point	End Point Traversed Coordinates	North	East
			6	6324.8828	5019.2160	
6	N 00 01 30 W	56.00	8	6380.8828	5019.1915	
8	S 89 54 30 E	188.72	9	6380.5809	5207.9113	
9	N 00 01 30 W	19.50	11	6400.0809	5207.9028	
11	S 89 54 30 E	94.37	12	6399.9299	5302.2727	
12	S 88 45 46 E	275.05	13	6393.9911	5577.2585	
13	S 89 54 30 E	745.50	14	6392.7983	6322.7576	
14	S 00 00 45 E	1394.15	4	4998.6484	6323.0617	
4	N 89 55 00 W	1303.27	5	5000.5439	5019.7931	
5	N 00 01 30 W	1324.34	6	6324.8838	5019.2153	

Closure ERROR: S 36 32 17 E 0.0012 ft. -0.0010 0.0007  
 Closure Precision: 1 / 4500747

BDY PERIMETER is 5400.90 feet.

AREA of BDY No. 1 is 1815918.25 SF.....or 41.6877 Acres

\*\*\*\*\*

## **RESOLUTION**

**EXHIBIT B**



**DRAFT  
RESOLUTION 18-\_\_\_\_\_**

**A RESOLUTION OF APPLICATION BY THE CITY OF CLOVIS REQUESTING THE LOCAL AGENCY  
FORMATION COMMISSION TO TAKE PROCEEDINGS FOR THE ASHLAN-THOMPSON  
SOUTHEAST REORGANIZATION**

**WHEREAS**, the City of Clovis desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code, for the reorganization; and

**WHEREAS**, the specific changes of organization requested are annexation to the City of Clovis and detachment from the Fresno County Fire Protection District and the Kings River Conservation District; and

**WHEREAS**, the territory proposed to be reorganized is uninhabited, and on this day contains 6 voters, according to information received from the County Election Officer; and

**WHEREAS**, a description of the boundaries of the territory is set forth in Exhibit "A" attached hereto and by this reference incorporated herein; and

**WHEREAS**, this proposal is consistent with the sphere of influence of the affected city; and

**WHEREAS**, this proposal complies with the terms and standards of the tax sharing agreement between the City of Clovis and the County of Fresno; and

**WHEREAS**, it is desired to provide that the proposed Ashlan-Thompson Southeast Reorganization be subject to the following terms and conditions:

1. The regular assessment roll shall be utilized.
2. Each new development will be required to demonstrate adequate water availability and, if necessary, will be required to drill and test a well, and to connect it to the city water system.
3. Each new development will be required to obtain sewage capacity from the trunk sewer specified by the City Engineer.
4. The provisions of Article II, Annexation by City, as agreed between the City of Clovis and the County of Fresno pursuant to the August 21, 1990, Memorandum of Understanding, as amended from time to time, regarding tax sharing shall apply.
5. The applicants shall reimburse the City for any expense associated with the transition agreement for fire services with the Fresno County Fire Protection District that would apply to this proposal.
6. A "Right-to-Farm" covenant shall be recorded for each tract map or made a condition of each tract map.
7. Pursuant to Government Code Section 56663, the City shall consent to the annexation and waive its rights to a hearing.
8. Prior to approval, recordation or filing of an annexation, tentative map, final map, parcel map, or site plan (Project), the property covered by the Project shall be included within



or annexed to a Community Facilities District (CFD), established by the City for the provision of public facilities and services, for which proceedings have been consummated, and shall be subject to the special tax approved with the formation or annexation to the CFD.

The applicant and the property owner acknowledge and agree that if the Project was not part of a CFD, the City might lack the financial resources to operate facilities and provide public services, such as police protection and fire protection. Absent the requirement for inclusion of the Project within a CFD, the City might not be able to make the finding that the Project is consistent with the General Plan and relevant specific plans, and might not be able to make the findings supporting approval of the Project as required by the Subdivision Map Act and the California Environmental Quality Act, and the City might be required to deny the application for the Project.

The owner/developer shall notify all potential lot buyers prior to sale that this Project is a part of a CFD and shall inform potential buyers of the special tax amount. Said notification shall be in a manner approved by the City.

This requirement may be waived in the discretion of the City Council if, at the time of the approval, recordation, or filing of the Project, the City Council has determined that it is not necessary that the Project be included in the CFD.

**WHEREAS**, the terms and conditions above are the sole responsibility of the City of Clovis to monitor and enforce. The Fresno Local Agency Formation Commission will not be required to enforce the aforesaid terms and conditions as a responsible agency; and

**WHEREAS**, the reason for this proposed reorganization is to provide municipal services, local controls, and logical growth to the unincorporated area of the County that is remote from County services and undergoing urban development; and

**WHEREAS**, this annexation proposal is consistent with the City of Clovis' general plan land use diagram and Loma Vista Specific Plan; and

**WHEREAS**, the City Council does find the project in substantial conformance with the environmental analysis performed for General Plan Amendment GPA2016-10, Prezone R2016-16 & Vesting Tentative Tract Map TM6161; and

**WHEREAS**, the City Council has reviewed and approved the master service plan for the subject change of organization; and

**NOW, THEREFORE, BE IT RESOLVED:** that this Resolution of Application is hereby adopted and approved by the City Council of the City of Clovis, and the Fresno Local Agency Formation Commission is hereby requested to take proceedings for the reorganization of the territory as described in Exhibit "A," according to the terms and conditions stated above and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

\*

\*

\*

\*

\*

\*



The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 16, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: July 16, 2018

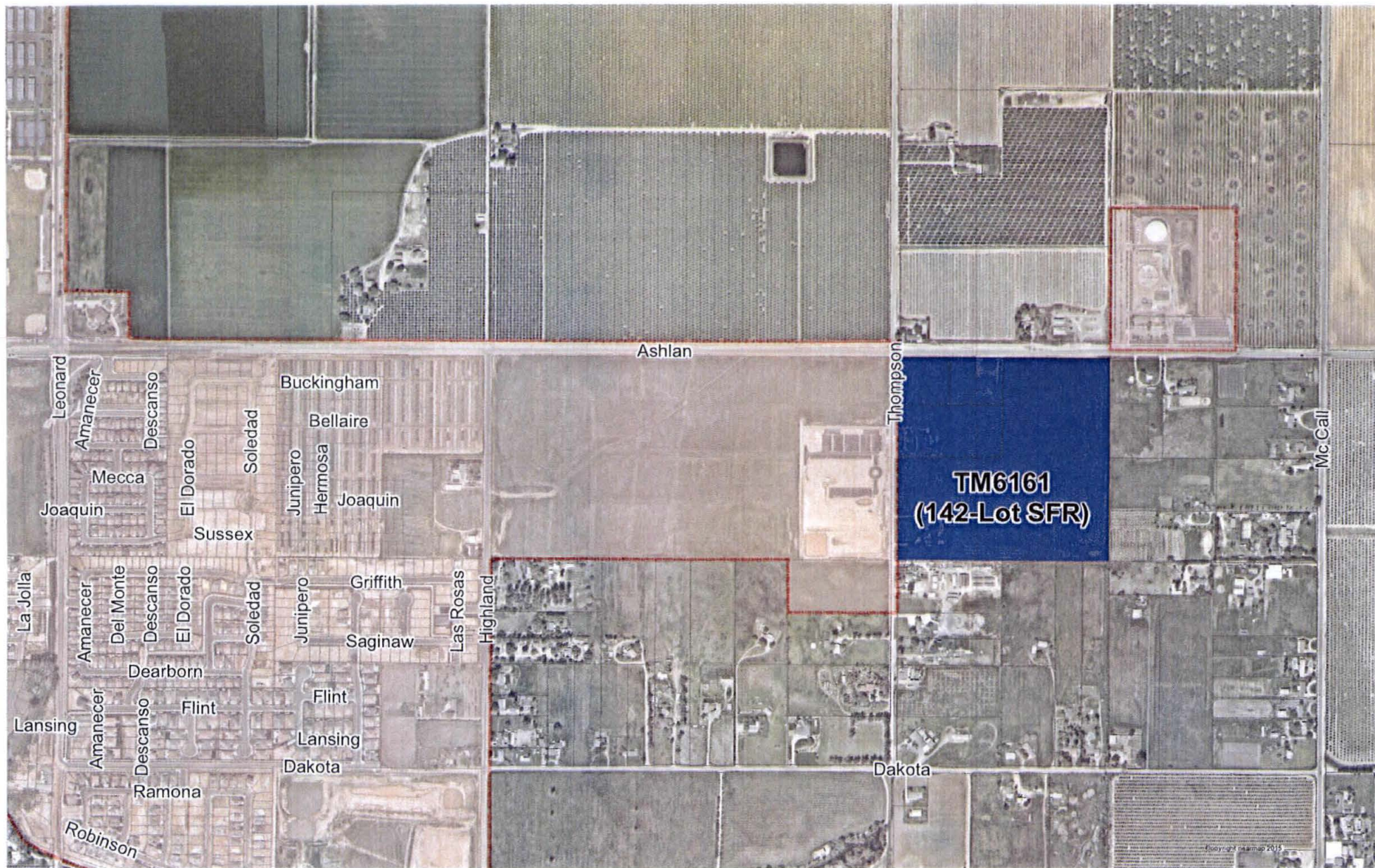
---

Mayor

---

City Clerk





Ashlan-Thompson SE Reorganization

Clovis City Limits

# Ashlan-Thompson SE Reorganization Project Area Map Exhibit C



6/4/2018

1" = 851'





AGENDA ITEM NO: 1-C

City Manager: *[Signature]*

## CITY of CLOVIS

### REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: July 16, 2018

SUBJECT: Consider Introduction – Ord. 18-\_\_\_\_, OA2018-01, A request to amend the Clovis Development Code as a semi-annual cleanup to address typographical, grammatical, and content errors as a result of the 2014 Development Code Update. City of Clovis, applicant.

#### ATTACHMENTS:

Attachment 1:	Draft Ordinance
Attachment 2:	Summary of Modifications
Attachment 3:	Text Modifications
Attachment 4:	Planning Commission Minutes

#### CONFLICT OF INTEREST

None.

#### RECOMMENDATION

Planning Commission and staff recommend that the City Council approve Ordinance Amendment OA2018-01, amending the Clovis Development Code per Attachments 2 and 3.

#### EXECUTIVE SUMMARY

The City of Clovis is processing an Ordinance Amendment to address modifications, inadvertent omissions, typographical, grammatical, and content errors to the Development Code discovered after its adoption in October 2014. Additionally, text changes are needed to the *Definitions* section and *Allowable Uses* section for compliance with the City's Housing Element requirements. Modifications are summarized in this report.

## BACKGROUND

City's adopted 2014 Development Code, included a new format and amendments to the text. During adoption, staff informed the City Council that periodic updates would be necessary to address anticipated corrections as a result of the conversion from the old Code to the new format.

In February 2015, staff presented the first ordinance amendment to the Planning Commission to address changes to the *Group Housing* section of the Development Code and text corrections. The corrections included mislabeled footnotes and inclusion of incorrect setbacks within specific zoning districts.

In March 2015, the City Council approved the recommended cleanup modifications identified under the first ordinance amendment titled Ordinance Amendment OA2016-01.

In January 2017, staff presented the second ordinance amendment to the Planning Commission addressing additional modifications, including changes to the *Services and Residential* sections of the Development Code and text corrections. An important correction included re-establishing the land use of *Body Art* as an allowed use with an approved Conditional Use Permit in the C-M (Commercial and Light Manufacturing) Zone District.

In March 2017, the City Council approved the recommended cleanup modifications identified under second ordinance amendment titled Ordinance Amendment OA2017-01.

## PROPOSAL AND ANALYSIS

This third ordinance amendment titled Ordinance Amendment OA2018-01, recommends additional corrections, additions, modifications, and deletions to the 2014 Development Code.

### Summary of Modifications

Various *Residential & Non-Residential Land Use* modifications are recommended to Table 2-2, Table 2-4 and Table 2-6 of the Development Code which address allowable uses and permit requirements for specific zoning districts. **Attachment 2** identifies the specific code sections affected by the recommended modifications and **Attachment 3** provides detailed changes to the Development Code.

Staff identified contradicting setback requirements for Industrial Uses located within the M-1 (Light Manufacturing) and M-2 (General Industrial) Zone Districts in Table 2-7 and Section 9.14.030 of the Development Code. The recommended modifications address the required setbacks as outlined in the old Development Code and provides additional footnotes to Section 9.14.030. Furthermore, the aforesaid modifications would add language to footnotes number 1, 2 and 3, pertaining to front and rear yard setbacks for Industrial buildings.



Modifications are recommended under Table 3-12, clarifying interior garage dimensions for Single-Family Subdivisions and Planned Residential Developments. The elimination of the 25% required guest parking for Multi-Family Developments is also being recommended for removal. The guest parking requirement was added by the consultant hired to complete the new formatting modifications to the 2014 development code update. Additionally, this requirement was not part of the old development code. The existing parking requirements for multi-family residential developments adequately provide parking for tenants and visitors.

Modifications are recommended to the *Services* and *Residential* sections of Table 2-2, Table 2-4 and Table 2-6, which address the allowable Residential, Commercial and Industrial Uses in the Development Code. The land use of *Employee Housing* is being recommended as an allowed use in the A, R-R, R-A, R-1, and R-2 Zone Districts. Additionally, the land use of *Farmworker Housing* is being recommended as an allowed use in the A, R-R and R-A Zone Districts. The land use of *Single Room Occupancy* is recommended in the R-4 Zone District with an approved Conditional Use Permit. These three uses are being added to comply with the Housing Element requirements.

Modifications are recommended to Table 2-2, Table 2-4, and Table 2-6, removing reference to Section 9.64.020 (B). This Section currently requires Council approval of these specific uses. Additionally, amend Section 9.64.020 (B), to read "Conditional Use Permits are to be approved by the Planning Commission and shall be considered final unless appealed to the City Council. Any interested party may appeal the Planning Commission's decision per Section 9.90.020 (B)."

The land uses of *Body Massage* and *Firearm Retail Sales* is being recommended as an allowed use under the C-P, C-1 and C-2 Zone Districts. These two uses are currently allowed in the aforesaid zone districts, but not clearly identified under these terms. Development Code users would need to review the definition of Health Studio to identify where Body Massages are allowed in the City. By adding *Body Massage* to Table 2-4, it would simplify the review process and avoid inadvertent approvals in other zone districts.

The land uses of *Body Massage*, *Beauty*, and *Barber shops*, are also recommended as an allowed use under the C-M Zone District. Minor changes are likewise recommended to Section 9.32.040 of the Development Code, adding language and requirements for Vehicle Charging Stations. Additionally, a revision to include *Warehousing and Wholesaling* in the C-M Zone District as a permitted use, not requiring an Administrative Use Permit.

The definitions for *Family* and *Health Studio* have been modified to comply with the Housing Element and clarification of gross floor area, respectively. Staff is recommending adding new definitions for *Single Room Occupancy*, *Employee Housing* and *Farmworker Housing* to comply with the Housing Element requirements.

Modifications are recommended to Section 9.40.100 pertaining to Reasonable Accommodation and Senior Congregate Care. Furthermore, the definition of *Senior Citizen Congregate Care Housing* and the land use of *Senior Congregate Care Facilities* under



Tables 2-2, 2-4, 2-6, and 3-12 are being modified to avoid code interpretation struggles in the future.

The definitions of *Caretaker* and *Guest* have been modified to correspond to the changes to the land use of *Caretaker* under Tables 2-2, 2-4, 2-6, and 3-12. Additionally, changes are recommended to Section 9.16.020 related to *Caretaker* uses.

Finally, staff is proposing a new Chapter to the Development Code, titled Chapter 9.94 Reasonable Accommodation for individuals with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act. Please see **Attachments 2 and 3** for a complete list of recommended changes to the Development Code.

#### Planning Commission Comments

The Planning Commission considered this Project on Thursday, June 28, 2018. The Commission approved Ordinance Amendment OA2018-01 by a vote of 4-0.

#### California Environmental Quality Act (CEQA)

This project is in substantial conformance with the environmental analysis performed for the 2014 General Plan Update and 2014 Development Code Update. No major revisions will be required with the adopted Environmental Impact Report to accommodate the proposed project; therefore, subject to CEQA Sections 15162, no further environmental review is required for this project.

The City published notice of this public hearing in *The Business Journal* on Wednesday, July 4, 2018.

#### **FISCAL IMPACT**

None.

#### **REASON FOR RECOMMENDATION**

The recommended modifications to the 2014 Development Code will address necessary corrections, including changes to the allowed uses under *Table 2-2* and text changes to the *Definitions* section to address Housing Element requirements. Planning Commission and staff therefore recommend approval of Ordinance Amendment OA2018-01.

The findings to consider when making a decision on an ordinance amendment application include:

1. The proposed amendment is consistent with the goals, policies, and actions of the General Plan; and




2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City; and
3. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

### **ACTIONS FOLLOWING APPROVAL**

The second reading of the Ordinance Amendment will be heard by the City Council at its next regular meeting and if approved, will go into effect 30 days from its passage and adoption.

Prepared by: George González, MPA, Associate Planner

Submitted by:

  
\_\_\_\_\_  
Dwight Kroll, AICP  
Director of Planning and Development

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## **DRAFT ORDINANCE**

**ATTACHMENT 1**



**DRAFT**  
**ORDINANCE 18-\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING THE  
DEVELOPMENT CODE, TITLE 9 OF THE CLOVIS MUNICIPAL CODE**

**WHEREAS**, City's current Development Code was adopted by the Council on October 8, 2014; and

**WHEREAS**, the Clovis Development Code has been in use for three years and eight months and several minor modifications and errors have been identified; and

**WHEREAS**, the Planning Commission held a noticed Public Hearing on June 28, 2018, to consider modifications to the Development Code; and

**WHEREAS**, Planning Commission reviewed the record of proceedings, including the staff reports and other written records presented to, or otherwise made available to, the Planning Commission on this matter, and considered all oral comments made during the public hearing; and

**WHEREAS**, the Planning Commission recommended that the Council approve Ordinance Amendment OA2018-01; and

**WHEREAS**, the City Council held a noticed public hearing on July 16, 2018, to consider the approval of Ordinance Amendment OA2018-01; and

**WHEREAS**, the amendment to the Development Code amends the following sections:

- 9.10.020, Table 2-2
- 9.10.030, Table 2-3
- 9.12.020, Table 2-4
- 9.14.020, Table 2-6
- 9.14.030, Table 2-7
- 9.16.020, (A)(2)(a)
- 9.32.040, "I"
- 9.32.040, Table 3-12
- 9.120.020, "C"
- 9.120.020, "E"
- 9.120.020, "F"
- 9.120.020, "G"
- 9.120.020, "H"
- 9.120.020, "O"
- 9.120.020, "S"
- 9.40.030, (D)(2)(b)
- 9.40.030, Table 4-1
- 9.40.030, (F)(2)(c)
- 9.40.030, (F)(4)(a)
- 9.40.030, (F)(4)(b)
- 9.40.060, (A)(3)
- 9.40.100, (F)
- 9.40.100, (L)
- 9.64.020, (B)
- 9.94, titled Reasonable Accommodation

**WHEREAS**, on July 16, 2018, the City Council considered testimony and information received at the public hearing and the oral and written reports from City staff, as well as other documents contained in the record of proceedings relating to Ordinance Amendment OA2018-01, which are maintained at the offices of the City of Clovis Planning and Development Services Department; and

**WHEREAS**, the City Council finds that the Development Code Amendment is consistent with the General Plan and applicable specific plans.

**WHEREAS**, the proposed amendment is consistent with the goals, policies, and actions of the General Plan. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLOVIS DOES ORDAIN AS FOLLOWS:**

SECTION 1: The City Council adopts the changes identified in Attachments 2 and 3 of the staff report.

SECTION 2: The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance.

SECTION 3: This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

SECTION 4: The record of proceedings is contained in the Planning and Development Services Department, located at 1033 Fifth Street, Clovis, California 93612, and the custodian of record is the City Planner.

APPROVED: July 16, 2018

_____	_____
Mayor	City Clerk
* * * * *	* * * * *

The foregoing Ordinance was introduced at a regular meeting of the City Council held on July 16, 2018, and was adopted at a regular meeting of said Council held on \_\_\_\_\_, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED:

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



## **SUMMARY OF MODIFICATIONS**

**ATTACHMENT 2**

## SUMMARY OF MODIFICATIONS

9.10.020	Table 2-2	Remove Reference to Section 9.64.020 (B) for all uses
9.10.020	Table 2-2	Add "Employee Housing, 6 or Fewer" in the A, R-R, R-A, R-1, and R-2 as a permitted use.
9.10.020	Table 2-2	Add "Farmworker Housing, up to 12 units or 36 beds" in the A, R-R and R-A as a permitted use.
9.10.020	Table 2-2	Revise "Senior Congregate Care Facilities."
9.10.020	Table 2-2	Add "Single Room Occupancy" in the R-4 with a Conditional Use Permit.
9.10.020	Table 2-2	Remove Reference to Employee Housing.
9.10.030	Table 2-3	Remove footnote addressing lot width to depth ratio requirement.
9.10.030	Table 2-4	Remove Reference to Section 9.64.020 (B) for all uses
9.12.020	Table 2-4	Add "Body Massage" in the C-P, C-1, C-2, and C-3 as a permitted use.
9.12.020	Table 2-4	Revise "Health/Fitness Facilities" to include (Over 5,000 Sq. Ft. of Gross Floor Area).
9.12.020	Table 2-4	Add "Firearm Retail Sales" in the C-1, C-2 and C-3 as a permitted use.
9.12.020	Table 2-4	Revise "Senior Congregate Care Facilities."
9.12.020	Table 2-4	Remove Reference to Employee Housing.
9.14.020	Table 2-6	Remove Reference to Section 9.64.020 (B) for all uses
9.14.020	Table 2-6	Add "Beauty, Barber Shops" in the C-M as a permitted use.
9.14.020	Table 2-6	Add "Body Massage" in the C-M as a permitted use.
9.14.020	Table 2-6	Revise "Warehousing and Wholesaling" in the C-M as a permitted use, not with an Administrative Use Permit.
9.14.020	Table 2-6	Revise "Senior Congregate Care Facilities."
9.14.020	Table 2-6	Remove Reference to Employee Housing.
9.14.030	Table 2-7	Add footnotes to address setbacks in M-1 and M-2.
9.16.020	-(A)(2)(a)-	Remove text regarding Employee Housing.
9.32.040	"I"	Add language for Vehicle Charging Stations.
9.32.040	Table 3-12	Add a footnote to clarify interior garage dimensions.
9.32.040	Table 3-12	Remove "Guest Parking – 25% of Total Required Spaces."
9.32.040	Table 3-12	Revise "Senior Congregate Care Facilities."
9.120.020	"C"	Remove Employee Housing.
9.120.020	"E"	Add Definition for Employee Housing.
9.120.020	"F"	Update Definition of Family.
9.120.020	"F"	Add Definition for Farmworker Housing.
9.120.020	"G"	Remove Employee Housing.
9.120.020	"H"	Update Definition of Health Studio.
9.120.020	"O"	Remove "Medical Services (e.g., medical, dental and psychiatric)"
9.120.020	"O"	Add "Medical Office"
9.120.020	"O"	Add "Dental Office"
9.120.020	"O"	Add "Psychiatric Office"
9.120.020	"S"	Update Definition of "Senior Citizen Congregate Care Housing"
9.120.020	"S"	Add "Single Room Occupancy"
9.40.030	-(D)(2)(b)-	Add text regarding setbacks and maximum height for accessory buildings located less than six (6) feet from main building.



9.40.030	Table 4-1	Revise footnote regarding building permit requirements for cargo containers.
9.40.030	-(F)(2)(c)-	Revise text regarding replacement space for Planned Residential Developments (PRDs).
9.40.030	-(F)(4)(a)-	Revise text regarding building permit requirements for lightweight frame structures.
9.40.030	-(F)(4)(b)-	Remove text regarding building permit requirements for lightweight frame structures over one hundred twenty (120) square feet.
9.40.060	-(A)(3)-	Add text regarding time limitations for storage containers in residential districts for moving purposes.
9.40.100	-(F)-	Remove senior congregate care housing language.
9.40.100	-(L)-	Revise text regarding reasonable accommodation.
9.64.020	-(B)-	Revise language to address the appeal process for conditional use permits.
9.94		Add new Chapter 9.94, titled Reasonable Accommodation to the Development Code to comply with the Housing Element requirements.

## **TEXT MODIFICATIONS**

**ATTACHMENT 3**



### TEXT MODIFICATIONS

(Text modifications and additions are in **Bold** and **Highlighted**)  
(Text removals are in *Italic*, ~~Strikethrough~~ and **Highlighted**)

#### 9.12.020 Commercial district land uses and permit requirements.

- A. Allowed land uses. Table 2-4 identifies the uses of land allowed by this Development Code in each commercial zoning district, and the land use permit required to establish each use, in compliance with Division 5 of this title (Land Use/Development Review Procedures).
- B. Prohibited land uses. Any table cell left blank in Table 2-4 means that the listed land use is prohibited in that specific zoning district.
- C. Site plan review required. Any change of use and all construction activities (e.g., additions, alterations, construction, reconstruction, or remodeling) shall be subject to site plan review approval in compliance with Chapter 56 of this title (Site Plan Review).
- D. U-C and P-C-C Districts. The specific uses of land allowed or conditionally allowed within the U-C and P-C-C Districts shall be limited to those uses identified during the applicable Zoning Map amendment process in compliance with Chapter 86 of this title. Applications shall be processed in accordance with Chapter 74 of this title (Urban Center) or Chapter 76 of this title (Planned Commercial Center).
- E. Applicable sections. Where the last column in the tables ("See Section") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Development Code may also apply.
- F. Determination of use. Any use not listed in the table for a zone district may be reviewed by the Director for a determination that the use is similar in characteristics to a listed use. Unless otherwise determined to be similar, a use which is not listed shall be prohibited.

**TABLE 2-4**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR COMMERCIAL ZONING DISTRICTS**

Land Use (1)(2)(4)	Permit Requirement by District					
	C-P	C-1 (6)	C-2 (5, 6)	C-3 (6)	C-R	See Section
<b>Education, Public Assembly, and Recreation</b>						
Assembly/Meeting Facilities	C	C	C	C	C	

**TABLE 2-4  
ALLOWABLE USES AND PERMIT REQUIREMENTS  
FOR COMMERCIAL ZONING DISTRICTS**

Land Use (1)(2)(4)	Permit Requirement by District					
	C-P	C-1 (6)	C-2 (5, 6)	C-3 (6)	C-R	See Section
Auditoriums and Meeting Halls	C	C	C	C	C	
Billiard Parlors			C	C		
Bowling Alleys			P	C		
Card Rooms, Subject to Chapter 6 of Title 5			P	P		
Community/Cultural Centers		C	C	C	C	
Golf Course and Driving Ranges	C	C	C		C	9.64.020(B)
Golf Courses, Miniature			P			
Fairgrounds					A	
Health/Fitness Facilities (Over 5,000 sq. ft. of gross floor area)	C	C	C	C		
Health Studios	P	P	P	P		
Indoor Amusement/Arcade/ Entertainment Centers			C	C		
Libraries and Museums	A	A	A	P	P	
Membership Organization Facilities	C	C	C	P		
Nightclubs, with or without Food Service			C	C		
Outdoor Recreation, Commercial			C		C	
Reading Rooms	P	P	P	P		
Rodeo Grounds					P	
Schools, Private	A	A	A	C		



**TABLE 2-4  
ALLOWABLE USES AND PERMIT REQUIREMENTS  
FOR COMMERCIAL ZONING DISTRICTS**

Land Use (1)(2)(4)	Permit Requirement by District					
	C-P	C-1 (6)	C-2 (5, 6)	C-3 (6)	C-R	See Section
Schools, Specialized Education and Training	A		A	C		
Sports Arenas/Stadia			C		C	<u>9.64.020(B)</u>
<b>Education, Public Assembly, and Recreation (Continued)</b>						
Studios – Art, Dance, Martial Arts, Music, Photography, etc.	A	A	A	A		
Swap Meet					C	
Theaters, Live, Non-Motion-Picture			C	C		
Theaters, Family Type Motion Picture, Not to Exceed 500 Seats			C	C		
<b>Manufacturing and Processing</b>						
Recycling Facilities – Small Collection Facility		A	A			<u>9.40.160</u>
Recycling Facilities – Reverse Vending Machines		A	A	A	A	<u>9.40.160</u>
<b>Motor Vehicle Retail Trade and Services</b>						
Motor Vehicle Muffler Shops			C	C		
Motor Vehicle Parts, Service and Sales		A	A	A		
Motor Vehicle – Batteries, Tires, and Accessory Parts			C	C		
Vehicle Body and Paint Shops						
Motor Vehicle Renting and Leasing			C			
Motor Vehicle Repair and Maintenance, within an Enclosed Structure			C	C		
Motor Vehicle Sales			C			

**TABLE 2-4**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR COMMERCIAL ZONING DISTRICTS**

Land Use (1)(2)(4)	Permit Requirement by District					
	C-P	C-1 (6)	C-2 (5, 6)	C-3 (6)	C-R	See Section
Motor Vehicle Service Stations		C	C	C		
Motor Vehicle Wash, All		C	C	C		
Truck Repairing and Overhauling, within Completely Enclosed Structure						
<b>Retail Trade</b>						
Accessory Retail Uses	P	P	P	P	P	<a href="#">9.120.020</a>
Appliance Stores			P	P		
Art, Antiques, Collectibles, and Gifts		P	P	P		
Bakeries, Retail	A	P	P	P		
Bars and Alcoholic Beverage Drinking Places, On-Site Consumption	C	C	P	C		
Beauty, Barber Shops	P	P	P	P		
<b>Body Massage</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>		
Bookstores		P	P	P		
Bicycle Shops		P	P	P		
Cafeterias	C	P	P	P		
Carpet Sales, Retail Only	C	P	P	P		
Cleaning and Dyeing Shops (Retail Only, Dry Cleaning Clothes in Enclosed Machines, Using Nonflammable Cleaning Compounds)		P	P	P		
Clothing Stores		P	P	P		



**TABLE 2-4**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR COMMERCIAL ZONING DISTRICTS**

Land Use (1)(2)(4)	Permit Requirement by District					
	C-P	C-1 (6)	C-2 (5, 6)	C-3 (6)	C-R	See Section
Coffee – Specialty Sales	A	P	P	P		
Confectionery Stores		P	P	P		
Convenience Stores		C	C	C		
Dairy Products		P	P	P		
Delicatessens		P	P	P		
Department Stores			P	P		
Drive-In, Drive-Through Uses		C	C	C		<a href="#">9.40.090</a>
Drugstores		P	P	P		
Drugstores, Super		P	P			
Dry Goods		P	P	P		
<b>Retail Trade (Continued)</b>						
Eating Establishment	A	P	P	P		
Feed and Fuel Stores			P	A		
<b>Firearm Retail Sales</b>		<b>P</b>	<b>P</b>	<b>P</b>		
Fish Markets		P	P	P		
Florist Shops		P	P	P		
Fruit and Vegetable Stores		P	P	P		
Furniture Stores		P	P	P		
Furniture Upholstery Shops			A	P		

**TABLE 2-4  
ALLOWABLE USES AND PERMIT REQUIREMENTS  
FOR COMMERCIAL ZONING DISTRICTS**

Land Use (1)(2)(4)	Permit Requirement by District					
	C-P	C-1 (6)	C-2 (5, 6)	C-3 (6)	C-R	See Section
Garden Supply Stores		P	P	P		
Garden Supply Stores, with Ancillary Equipment Sales, without Service			P	P		
Garden Supply Stores, with Ancillary Equipment Sales, with Service			A	A		
Glass and Chinaware, Retail Only			P	P		
Grocery Stores		P	P	P		
Hardware Stores		P	P	P		
Health Food Stores		P	P	P		
Hobby Shops		P	P	P		
Home Furnishings			P	P		
Ice Cream Sales		P	P	P		
Leather Goods and Luggage Stores			P	P		
Liquor Stores, Off-Site Consumption		C	C	C		
Mattress Stores			P	P		
Meat Markets		P	P	P		
Millinery Stores			P	P		
Music Stores		P	P	P		
Neighborhood Food Markets		C	C	C		
<b>Retail Trade (Continued)</b>						



**TABLE 2-4**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR COMMERCIAL ZONING DISTRICTS**

Land Use (1)(2)(4)	Permit Requirement by District					
	C-P	C-1 (6)	C-2 (5, 6)	C-3 (6)	C-R	See Section
Outdoor Activities	A	A	A (5)	A	A	<a href="#">9.40.140</a>
Outdoor Retail Sales (Permanent)		A	A	A		<a href="#">9.40.150</a>
Pet Stores		P	P	P		
Photographic Studios	P	P	P	P		
Plant Nurseries		P	P	P		
Pottery Sales		P	P	P		
Print Shops		P	P	P		
Radio and Television Sales and Service			P	P		
Restaurants Including Beer and Wine with Meals	C	P	P	P		
Restaurants Serving Hard Liquor			P	C		
Retail Stores, General Merchandise		P	P	P		
Secondhand Stores, within Completely Enclosed Structure			P	P		
Shoe Stores		P	P	P		
Shopping Centers		P	P			
Slot Car Racing		A	A			
Soft Drink Fountains		P	P	P		
Unlicensed Motorized Recreational Vehicles (Snowmobiles/Jet Skis) Sales Only			C			
Sporting Goods Stores		P	P	P		

**TABLE 2-4  
ALLOWABLE USES AND PERMIT REQUIREMENTS  
FOR COMMERCIAL ZONING DISTRICTS**

Land Use (1)(2)(4)	Permit Requirement by District					
	C-P	C-1 (6)	C-2 (5, 6)	C-3 (6)	C-R	See Section
Stamp and Coin Brokers		P	P	P		
Supermarkets		P	P			
Swimming Pool Sales			A			
<b>Retail Trade (Continued)</b>						
Tasting Rooms				A		
Taxidermists				P		
Temporary Uses	TUP	TUP	TUP	TUP	TUP	
Tobacco Shops		P	P	P		
Tropical Fish Sales		A	A	A		
Variety and Notion Shops		P	P	P		
Vending Machines, Food and Dairy Products, Ice (Walk-In, Reach-In), On-Premises Sales (Located Outside of a Structure)	A	A	A		A	
Warehouse Retail Stores			P			
24-Hour Retail Uses	C	C	C	C		
<b>Services</b>						
Animal Hospital/Veterinary Clinics within a Completely Enclosed Building			C			
Automated Teller Machines	P	P	P	P	P	
Banks and Financial Services	P	P	P	P		
Beauty Colleges			A	A		



**TABLE 2-4  
ALLOWABLE USES AND PERMIT REQUIREMENTS  
FOR COMMERCIAL ZONING DISTRICTS**

Land Use (1)(2)(4)	Permit Requirement by District					
	C-P	C-1 (6)	C-2 (5, 6)	C-3 (6)	C-R	See Section
Bed and Breakfast Inns	C	C	C	C		<del>9.64.020(B)</del>
Boarding Home	C		C			<a href="#">9.40.100</a>
Body Art			C			
Business Support Services	P	P	P	P		
Catering Services			A	A		
Cemeteries	C	C	C	C	C	<del>9.64.020(B)</del>
<b>Services (Continued)</b>						
Day Care Centers – Child and/or Adult	C	C	C	C		<del>9.64.020(B)</del>
Churches	C	C	C	C	C	
Copy Services	A	A	P	A		
Drive-In, Drive-Through Uses	C	C	C	C		<a href="#">9.40.090</a>
Employee Credit Unions	P	P	P	P		
Fortune-Telling			C			
Hotels/Motels	C		C	C		
Laboratories	C		P	C		
Laundry and Dry Cleaning, Drop-Off/Pick-Up Only		P	P	P		
Laundries and Dry Cleaning				C		
Medical Services – Extended Care	C		C			
24-Hour Service Uses	C	C	C	C		

**TABLE 2-4**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR COMMERCIAL ZONING DISTRICTS**

Land Use (1)(2)(4)	Permit Requirement by District					
	C-P	C-1 (6)	C-2 (5, 6)	C-3 (6)	C-R	See Section
Medical Services – Ambulance Service	C		C	C		
Medical Services – Clinics and Laboratories	A	A	P	A		
Medical Services – Extended Care	C		C	C		
Medical Services – Hospitals	C		C	C		9.64.020(B)
Medical Services – Surgery Centers	C		C	C		
Mini-Storage Facilities	C	C	C	C	C	
Mortuaries and Funeral Parlors			C	C		
Offices	P	P	P	P		
Personal Services (No Adult Businesses)		P	P	P		
<b>Services (Continued)</b>						
Pet Grooming		A	A	A		
Pharmacies, Prescription	A	P	P	P		
Post Office	A	P	P	P		
Repair and Maintenance, Consumer Products		A	P	P		
Shoe Repair Shops		P	P	P		
Unlicensed Motorized Recreational Vehicles (Snowmobiles/Jet Skis) Enclosed, Incidental Service, Rental, and Repair			C			
Supply Rentals, Party, Sickroom and Health		P	P	P		
Tattoo Parlors (Body Art)			C			



**TABLE 2-4  
ALLOWABLE USES AND PERMIT REQUIREMENTS  
FOR COMMERCIAL ZONING DISTRICTS**

Land Use (1)(2)(4)	Permit Requirement by District					
	C-P	C-1 (6)	C-2 (5, 6)	C-3 (6)	C-R	See Section
<b>Transportation and Telecommunication Facilities</b>						
Airports and Aircraft Landing Facilities	C	C	C	C	C	<del>9.64.020(B)</del>
Alternative Fuels and Recharging Facilities	A	A	A	A		
Broadcast and Recording Studios and/or Film Studios	C		P	A		
Parking Lots/Garages	C		C	C	C	
Public Utility Facilities	C	C	C	C	C	<a href="#">9.40.160</a>
Satellite Dishes/Antennas	C	C	C	C	C	<a href="#">9.42</a>
Telephone Booths, Permanent or Temporary	A	A	A	A	A	
Transit Stations and Terminals			C	C		
Wireless Telecommunications Facilities	A	A	A	A	C	<a href="#">9.42</a>
<b>Residential</b>						
Alcohol and Drug Treatment, 7 or More			C			<a href="#">9.40.100</a>
Caretaker/ <del>Employee Housing</del>	A	A	A	A	A	
Convents and Rectories Connected to Religious Institutions/Facilities	C	C	C	C		<del>9.64.020(B)</del>
Group Care Homes, 7 or More			C			<a href="#">9.40.100</a>
Home Occupations	P		P	P		<a href="#">9.58</a>
Homeless Emergency Shelters			P			
Live/Work Units				C		

**TABLE 2-4**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR COMMERCIAL ZONING DISTRICTS**

Land Use (1)(2)(4)	Permit Requirement by District					
	C-P	C-1 (6)	C-2 (5, 6)	C-3 (6)	C-R	See Section
Mixed Use				C		
Senior <b>Assisted Living</b> <del>Congregate Care</del> Facilities	C	C	C	C	C	<del>9.64.020(B)</del>
Sober Living Homes, Greater Than 6 and Less Than 17				P		<a href="#">9.40.100</a>
Sober Living Homes, Greater Than 16			C	C		
Supportive Housing, 16 or Less				P		<a href="#">9.40.100</a>
Supportive Housing, 17 or More			C	C		
Residential, Second Story and Above				C		
Transitional Housing, 16 or Less				P		<a href="#">9.40.100</a>
Transitional Housing, More Than 16			C	C		

**Key to Permit Requirements**

Symbol	Applicable Process	See Chapter
P	Permitted use (3)	<a href="#">9.56</a>
A	Administrative use permit required	<a href="#">9.62</a>
C	Conditional use – Conditional use permit required	<a href="#">9.64</a>
<b>Blank</b>	Use not allowed	

Notes:

(1) See Section [9.08.030](#) (Allowable land uses and permit requirements).



- (2) See Division 8 of this title for definitions of the land uses listed.
  - (3) A Director approved site plan review permit shall be required. See Chapter 56 of this title.
  - (4) In existing conforming structures, land uses allowed with a site plan review permit may be considered a permitted (P) use.
  - (5) Any use allowed in the C-2 District not conducted entirely within an enclosed structure shall require a Director approved administrative use permit or a conditional use permit where listed.
  - (6) A conversion of a residential structure to an allowed nonresidential use involving any exterior change to the structure shall require the approval of an administrative use permit in compliance with Chapter 62 of this title.
  - (7) If there is a conflict between Table 2-4 and any written description setting forth allowable uses and permit requirements elsewhere in this title, the written description shall supersede unless it is clearly evident from the record that the contrary was intended. Disputes shall be resolved pursuant to Chapter 2 of this title.
- (§ 2, Ord. 14-13, eff. October 8, 2014; § 2, Ord. 15-06, eff. March 4, 2015; § 1 (Att. 1), Ord. 16-07, eff. May 4, 2016; § 1 (Att. 4), Ord. 17-03, eff. April 19, 2017)

**9.14.020 Industrial district land uses and permit requirements.**

- A. Allowed land uses. Table 2-6 identifies the uses of land allowed by this Development Code in each industrial zoning district, and the land use permit required to establish each use, in compliance with Division 5 of this title (Land Use/Development Review Procedures).
- B. Prohibited land uses. Any table cell left blank means that the listed land use is prohibited in that specific zoning district.
- C. Site plan review required. Any change of use and all construction activities (e.g., additions, alterations, construction, reconstruction, or remodeling) shall be subject to site plan review approval in compliance with Chapter 56 of this title (Site Plan Review).
- D. Applicable sections. Where the last column in the tables ("See Section") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Development Code may also apply.

**TABLE 2-6  
ALLOWABLE USES AND PERMIT REQUIREMENTS  
FOR INDUSTRIAL ZONING DISTRICTS**

Land Use (1)(2)(3)(5)	Permit Requirement by District					
	C-M	M-P	M-1	M-2	R-T	See Section
<b>Education, Public Assembly, and Recreation</b>						
Assembly/Meeting Facilities	C	C	C	C	C	
Adult Businesses			P	P		5.19
Auction Houses	A					
Community/Cultural Centers	C		C	C	C	
Churches	C		C			<u>9.64.020(B)</u>
Day Care Centers and Nursery Schools	C		C	C		<u>9.40.080</u>
Health/Fitness Facilities	C	C	A	A	C	
Health Studios	P					
Membership Organization Facilities	C	C	C	C	C	
<b>Education, Public Assembly, and Recreation (Continued)</b>						
Schools, Specialized Education and Training	A	A	A	A	A	
Sports and Recreational Facilities	A	A	A	A	A	
Rifle and Pistol Ranges, Skeet Fields, Archery and Other Similar Places	C	C	C	C		<u>9.64.020(B)</u>
Stadia	C	C	C	C		<u>9.64.020(B)</u>
<b>Manufacturing and Assembly</b>						
Accessory Uses	P	P	P	P	P	<u>9.40.030</u>
Agricultural Technology	P	P	P	P	P	



**TABLE 2-6**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR INDUSTRIAL ZONING DISTRICTS**

Land Use (1)(2)(3)(5)	Permit Requirement by District					
	C-M	M-P	M-1	M-2	R-T	See Section
Bio-Technology	P	P	P		P	
Biomedical Technology	P	P	P	P	P	
Boat Building and Repairing			P	P		
Computer Integrated System Design	P	P	P	P	P	
Data Processing and Preparations	P	P	P	P	P	
Dental Equipment and Supply Manufacturing	P	P	P	P	P	
Electrical Equipment Manufacturing	P	P	P	P	P	
Electronic Component Manufacturing	P	P	P	P	P	
Engine Rebuilding/Reconditioning	A		P	P		
Health and Beauty Product Research and Development	P	P	P	P	P	
Jewelry Manufacturing	P		P	P		
Leather Products			P	P		
Marking Device Manufacturing	P	P	P	P	P	
Motor Vehicle Manufacturing			P	P		
Paint Manufacturing	P		P	P		
<b>Manufacturing and Assembly (Continued)</b>						
Research and Development (R&D)	P	P	P	P	P	
Software Manufacturing	P	P	P	P	P	
Surgical Appliance and Supply Manufacturing	P	P	P	P	P	

**TABLE 2-6**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR INDUSTRIAL ZONING DISTRICTS**

Land Use (1)(2)(3)(5)	Permit Requirement by District					
	C-M	M-P	M-1	M-2	R-T	See Section
Surgical and Medical Instrument Manufacturing	P	P	P	P	P	
Telecommunication Component Manufacturing	P	P	P	P	P	
Textile Products			P	P		
Tire Recapping, Retreading, and Rebuilding			C	C		
Warehousing (Only as an Accessory Use to Main R-T Use)					P	
Warehousing and Wholesaling	AP		P	P		
Welding	A		P	P		
<b>Manufacturing and Processing</b>						
Beverage Production	P		P	P		
Blacksmiths			P	P		
Chemical Products Manufacturing			C	C		
Clothing Products	P		P	P		
Concrete and Cement Products			C	C		
Cosmetic Products	P		P	P		
Dry Cleaning Plants	A		A	A		
Electronic Motor Rebuilding			P	P		
Fabric Product Manufacturing	P		P	P		
Food and Beverage Manufacturing	P		P	P		
<b>Manufacturing and Processing (Continued)</b>						



**TABLE 2-6  
ALLOWABLE USES AND PERMIT REQUIREMENTS  
FOR INDUSTRIAL ZONING DISTRICTS**

Land Use (1)(2)(3)(5)	Permit Requirement by District					
	C-M	M-P	M-1	M-2	R-T	See Section
Furniture/Fixture/Cabinet Shops	A		P	P		
Glass Products	P		P	P		
Grain Elevators			A	A		
Laundries	P		P	P		
Lumber and Wood Products	P		P	P		
Lumber and Wood Products, Including Planing Mill			P	P		
Machinery Manufacturing, No Punch Presses or Drop Hammers Over 20 Tons	P		P			
Machinery Manufacturing, with Punch Presses or Drop Hammers Over 20 Tons			C	C		
Manufacturing, Heavy				C		
Meat Packing and Processing, No On-Site Animal Slaughtering			C	P		
Meat Packing and Processing, with On-Site Animal Slaughtering				C		
Metal Products Fabrication			P	P		
Monument and Tombstone Works	P		P	P		
Paper Products Manufacturing			P	P		
Petroleum Bulk Plants			C	C		
Pharmaceutical Manufacturing	P		P	P		
Plastics and Rubber Products	C		P	P		
Printing and Publishing	P		P	P		

**TABLE 2-6**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR INDUSTRIAL ZONING DISTRICTS**

Land Use (1)(2)(3)(5)	Permit Requirement by District					
	C-M	M-P	M-1	M-2	R-T	See Section
Recycling Facilities – Small Collection Facility	A	A	A	A	A	<a href="#">9.40.160</a>
<b>Manufacturing and Processing (Continued)</b>						
Recycling Facilities – Large Collection Facility			C	C		<a href="#">9.40.160</a>
Recycling Facilities – Processing Facility, Light			C	C		<a href="#">9.40.160</a>
Recycling Facilities – Processing Facility, Heavy				C		<a href="#">9.40.160</a>
Recycling Facilities – Reverse Vending Machines	A	A	A	A	A	<a href="#">9.40.160</a>
Structural Clay and Pottery Products	P		P	P		
<b>Motor Vehicle Retail Trade and Services</b>						
Vehicle Muffler Shops	C		P	P		
Vehicle Parts and Sales	C					
Vehicle – Batteries, Tires, and Accessory Parts	C		C	C		
Vehicle Body and Paint Shops	P		P	P		
Vehicle Renting and Leasing	C		C	C		
Vehicle Repair and Maintenance, within an Enclosed Structure	P		P	P		
Vehicle Sales (On Site)	A		P	P		
Vehicle Service Stations	C	C	C	C	C	<a href="#">9.40.190</a>
Vehicle Wash, All	C	C	C	C	C	
Truck Repairing and Overhauling, within Completely Enclosed Structure			P	P		



**TABLE 2-6  
ALLOWABLE USES AND PERMIT REQUIREMENTS  
FOR INDUSTRIAL ZONING DISTRICTS**

Land Use (1)(2)(3)(5)	Permit Requirement by District					
	C-M	M-P	M-1	M-2	R-T	See Section
<b>Retail Trade</b>						
24-Hour Retail Uses	C	C	C			
Accessory Retail Uses – Only Ancillary to an Industrial Use	P	P	P	P		<a href="#">9.40.030</a>
<b>Beauty, Barber Shops</b>	<b>P</b>					
<b>Body Massage</b>	<b>P</b>					
<b>Retail Trade (Continued)</b>						
Bars and Alcohol Drinking	C		C	C		
Building Material Stores	P		P	P		
Cleaning and Dyeing Shops (Retail Only, Dry Cleaning Clothes in Enclosed Machines, Using Nonflammable Cleaning Compounds)	P		P	P		
Coffee – Specialty Sales	C	P	C	C	P	
Commercial Blood Banks	C					
Convenience Stores	C	C	C	C	C	
Drive-In, Drive-Through Uses	C	C	C	C	C	<a href="#">9.40.090</a>
Electric Supply Houses	P		P	P		
Equipment Rental/Sales Establishment (No Outside Sales/Storage)	P		P	P		
Equipment Rental/Sales with Outside Storage	A		P	P		
Farm Equipment and Supply Sales, with Incidental Repairs	P					
Frozen Food Lockers	P		P	P		

**TABLE 2-6**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR INDUSTRIAL ZONING DISTRICTS**

Land Use (1)(2)(3)(5)	Permit Requirement by District					
	C-M	M-P	M-1	M-2	R-T	See Section
Glass Products, Retail Only	P					
Ice Storage	P		P	P		
Monument and Tombstone, Sales	P					
Office Supply Stores	P	P			P	
Pawn Shop	P					
Plant Nurseries	P		P	P		
Plumbing Supplies, within a Completely Enclosed Structure or Sound Wall	P		P	P		
<b>Retail Trade (Continued)</b>						
Eating Establishment	P		C			
Restaurants	C	C	C		C	
Restaurants, with On-Site Consumption of Alcohol		C			C	
Retail Stores, General Merchandise (under 5,000 Square Feet)					P (6)	
Secondhand Stores, within Completely Enclosed Structure	P					
Sporting Goods					P (6)	
Taxidermists	P					
Temporary Uses	TUP	TUP	TUP	TUP	TUP	<a href="#">9.60</a>
Vending Machines, Food and Dairy Products (Walk-In, Reach-In), On-Premises Sales (Located Inside of a Structure)	P		P	P	P	



**TABLE 2-6  
ALLOWABLE USES AND PERMIT REQUIREMENTS  
FOR INDUSTRIAL ZONING DISTRICTS**

Land Use (1)(2)(3)(5)	Permit Requirement by District					
	C-M	M-P	M-1	M-2	R-T	See Section
Vending Machines, Food and Dairy Products (Walk-In, Reach-In), On-Premises Sales (Located Outside of a Structure)	A		A	A		
<b>Services</b>						
Animal Hospitals/Veterinary Clinics	C		C	C		
Auction Houses	A					
Automated Teller Machines (ATMs), Drive-Up	C	C	C	C	C	
Automated Teller Machines (ATMs), Walk-Up	P	P	P	P	P	
Banks and Financial Services	P	P			P	
<b>Services (Continued)</b>						
Body Art	C					
Business Support Services	P	P	P	P	P	
Cemeteries	C	C	C	C		9.64.020(B)
Day Care Centers	C	C			C	
Copy Services	P	P			P	
Farm Equipment Services	P		P	P		
Golf Courses and Driving Ranges	C	C	C	C		9.64.020(B)
Government Facilities	C	C	C	C	C	9.64.020(B)
Hotels/Motels					C	
Kennels	C		C	C		

**TABLE 2-6**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR INDUSTRIAL ZONING DISTRICTS**

Land Use (1)(2)(3)(5)	Permit Requirement by District					
	C-M	M-P	M-1	M-2	R-T	See Section
Laboratories	P	P	P	P	P	
Laundry and Dry Cleaning, Drop-Off/Pick-Up Only	P	P			P	
Medical Services – Clinics and Laboratories	P	P			P	
Medical Services – Ambulance Services	C	C	C	C		<a href="#">9.64.020(B)</a>
Medical Services – Extended Care	C		C			
Medical Services – Hospitals	C	C	C		C	<a href="#">9.64.020(B)</a>
Mini-Storage Facilities	C	C	C	C	C	<a href="#">9.40.130</a>
Mortuaries and Funeral Parlors	C					
Offices, Business	P	P	P		P	
Offices, Corporate		P			P	
Offices, Incidental to Industrial Use			P	P		
Offices, Professional	P	C	P		P	
<b>Services (Continued)</b>						
Personal Services (No Adult Businesses)	P	P			P	
Pet Crematorium			P	P		
Sign Painting	P		P	P		
Unlicensed Motorized Recreational Vehicles (Snowmobiles, Quad Runners and Jet Skis) Enclosed, Incidental Service and Repair	P					
Storage Yards	P		P	P		



**TABLE 2-6**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR INDUSTRIAL ZONING DISTRICTS**

Land Use (1)(2)(3)(5)	Permit Requirement by District					
	C-M	M-P	M-1	M-2	R-T	See Section
Vehicle and Freight Terminals			P	P		
<b>Transportation and Telecommunication Facilities</b>						
Airports and Aircraft Landing Facilities	C	C	C	C	C	<u>9.64.020(B)</u>
Alternative Fuels and Recharging Facilities	A	A	A	A	A	
Broadcast, Recording and/or Film Studios	P	P	P	P	P	
Parking Lots/Garages	P	A	P	P	A	
Pipeline, Pumping Facilities and Tank Farms	C		C	C		<u>9.64.020(B)</u>
Public Utility Facilities	A	C	A	A	C	<u>9.40.160</u>
Satellite Dishes/Antennas, Ground or Surface Mounted	P	P	P	P	P	<u>9.42</u>
Satellite Dishes/Antennas, Mast or Tower Mounted	A	A	A	A	A	<u>9.42</u>
Telephone Booths, Permanent or Temporary	A	A	A	A	A	
<b>Transportation and Telecommunication Facilities (Continued)</b>						
Transit Stations and Terminals		C			C	
Wireless Telecommunications Facilities, Ground or Surface Mounted	P	P	P	P	P	<u>9.42</u>
Wireless Telecommunications Facilities, Mast or Tower Mounted	A	A	A	A	A	<u>9.42</u>
<b>Residential</b>						
Caretaker <del>Employee Housing</del>	C		C	C		
Convents and Rectories When Connected with Other Religious Institutions	C		C			<u>9.64.020(B)</u>

**TABLE 2-6  
ALLOWABLE USES AND PERMIT REQUIREMENTS  
FOR INDUSTRIAL ZONING DISTRICTS**

Land Use (1)(2)(3)(5)	Permit Requirement by District					
	C-M	M-P	M-1	M-2	R-T	See Section
Senior <b>Assisted Living</b> <del>Congregate Care</del> Facilities	C	C	C	C		<del>9.64.020(B)</del>

**Key to Permit Requirements**

Symbol	Applicable Process	See Chapter
P	Permitted use (4)	<a href="#">9.56</a>
A	Administrative use permit required	<a href="#">9.62</a>
C	Conditional use – Conditional use permit required	<a href="#">9.64</a>
Blank	Use not allowed	

**Notes:**

- (1) See Section [9.08.030](#) (Allowable land uses and permit requirements).
  - (2) See Division 8 of this title for definitions of the land uses listed.
  - (3) See Section [9.02.020](#) regarding land uses not listed.
  - (4) A Director approved site plan review shall be required. See Chapter 56 of this title.
  - (5) When an AUP or a CUP is required for the primary use then the accessory use shall require the same level of review.
  - (6) Permitted only in M-U Area 36 of the General Plan.
- (§ 2, Ord. 14-13, eff. October 8, 2014; § 1 (Att. 1), Ord. 16-07, eff. May 4, 2016; § 1 (Att. 4), Ord. 17-03, eff. April 19, 2017)



**9.14.030 Industrial district general development standards.**

New land uses and structures, and alterations to existing uses or structures, shall be designed, constructed and/or established in compliance with the requirements in Table 2-7, in addition to the general development standards (e.g., landscaping, parking and loading, etc.) in Division 3 of this title (Development and Operational Standards).

**TABLE 2-7  
INDUSTRIAL ZONING DISTRICTS  
GENERAL DEVELOPMENT STANDARDS  
REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT**

<b>Development Feature</b>	<b>C-M</b>
Minimum Parcel Size	9,000 sq. ft.
Minimum Parcel Width	75 ft.
Minimum Corner Parcel Width	75 ft.
Minimum Reverse Corner Parcel Width	75 ft.
Minimum Parcel Depth	120 ft.
Setbacks Required	
Front	10 ft. <b>(1)</b>
Side (Each)	None <b>(1)</b>
Street Side	10 ft.
Rear	None <b>(2)(3)</b>
Accessory Structures	See Section <a href="#">9.40.030</a> (Accessory uses and structures)
Maximum Parcel Coverage	None
Minimum Distance Between Structures on the Same Parcel	3 ft. (without fire wall) <b>(4)</b>
Main Structure – Maximum Height	75 ft.
Fences/Walls/Hedges	See Section <a href="#">9.24.060</a> (Fences, walls, and hedges)

**TABLE 2-7**  
**INDUSTRIAL ZONING DISTRICTS**  
**GENERAL DEVELOPMENT STANDARDS**  
**REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT**

<b>Development Feature</b>	<b>C-M</b>
Off-Street Parking	See Chapter 32 of this title (Parking and Loading Standards)
Satellite Antennas	See Chapter 42 of this title (Wireless Telecommunication Facilities)

Notes:

- (1) On any street or highway which is a boundary between an industrial district and any residential district, the minimum setback shall be that of the adjacent residential district.
- (2) On any street or highway which is a boundary between an industrial district and any residential district, the minimum rear yard shall be fifteen feet (15').
- (3) When the rear lot line of a parcel in an industrial district abuts any residential district, the minimum rear yard shall be fifteen feet (15').
- (4) Building separations must comply with building and fire codes.

**TABLE 2-7**  
**INDUSTRIAL ZONING DISTRICTS**  
**GENERAL DEVELOPMENT STANDARDS**  
**REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

<b>Development Feature</b>	<b>M-1</b>	<b>M-2</b>
Minimum Parcel Size	9,000 sq. ft.	9,000 sq. ft.
Minimum Parcel Width	75 ft.	75 ft.
Minimum Corner Parcel Width	75 ft.	75 ft.
Minimum Reverse Corner Parcel Width	75 ft.	75 ft.
Minimum Parcel Depth	120 ft.	120 ft.



**TABLE 2-7**  
**INDUSTRIAL ZONING DISTRICTS**  
**GENERAL DEVELOPMENT STANDARDS**  
**REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

Development Feature	M-1	M-2
Setbacks Required		
Front	10 ft. (1)	10 ft. (1)
Side (Each)	None (4)	
Street Side	10 ft. (5) (6)	10 ft. (5) (6)
Rear	None (2)(3)	
Accessory Structures	See Section <a href="#">9.40.030</a> (Accessory uses and structures)	
Maximum Parcel Coverage	None	
Minimum Distance Between Structures on the Same Parcel	None (47)	None (47)
Main Structure – Maximum Height	75 ft.	None
Fences/Walls/Hedges	See Section <a href="#">9.24.060</a> (Fences, walls, and hedges)	
Off-Street Parking	See Chapter 20 of this title (Parking and Loading Standards)	
Satellite Antennas	See Chapter 42 of this title (Wireless Telecommunication Facilities)	

Notes:

- (1) On any street or highway which is a boundary between an industrial district and any residential district, the minimum front yard setback shall be that of the adjacent residential district. **Such front yard setback shall not be used for parking, loading or storage.**
- (2) On any street or highway which is a boundary between an industrial district and any residential district, the minimum rear yard setback shall be fifteen feet (15'). **Such rear yard setback shall not be used for parking, loading or storage.**

- (3) When the rear lot line of a parcel in an industrial district abuts any residential districts, the minimum rear yard setback shall be fifteen feet (15'). **Such rear yard setback shall not be used for parking, loading or storage.**
- (4) When the side lot line of a parcel in an industrial district abuts any residential districts, the minimum side yard setback shall be five feet (5'). **Such side yard setback shall not be used for parking, loading or storage.**
- (5) When the rear lot line of a corner lot in an industrial district adjoins any residential districts, the minimum street side setback shall be ten feet (10'). **Such side yard setback shall not be used for parking, loading or storage.**
- (6) When the rear lot line of a reversed corner lot in an industrial district adjoins any residential districts, the minimum street side setback shall be fifteen feet (15'). **Such side yard setback shall not be used for parking, loading or storage.**
- (47) Building separations must comply with building and fire codes.

TABLE 2-7  
INDUSTRIAL ZONING DISTRICTS  
GENERAL DEVELOPMENT STANDARDS  
REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)

Development Feature	M-P	R-T (11) (Industrial Component)
Minimum Parcel Size	40,000 sq. ft.	3 acres (8)
Minimum Parcel Width	100 ft.	100 ft.
Minimum Corner Parcel Width	100 ft.	100 ft.
Minimum Reverse Corner Parcel Width	100 ft.	100 ft.
Minimum Parcel Depth	150 ft.	150 ft.
Minimum Structure Size (Gross Floor Area)	None	20,000 sq. ft. (9)(14)
Setbacks Required		
Front	25 ft.	40 ft. Structures, 30 ft. Parking (10)
Side (Each)	10 ft.	10 ft.



**TABLE 2-7**  
**INDUSTRIAL ZONING DISTRICTS**  
**GENERAL DEVELOPMENT STANDARDS**  
**REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

<b>Development Feature</b>	<b>M-P</b>	<b>R-T (11) (Industrial Component)</b>
Street Side	25 ft.	40 ft. Structures, 30 ft. Parking <b>(10)</b>
Rear	15 ft.	15 ft.
Accessory Structures	See Section <a href="#">9.40.030</a> (Accessory uses and structures)	
Maximum Parcel Coverage	50%	None
Minimum Distance Between Structures on the Same Parcel	None	None <b>(4)</b>
Main Structure – Maximum Height	50 ft. <b>(12)</b>	35 ft. <b>(13)</b>
Fences/Walls/Hedges	See Section <a href="#">9.24.060</a> (Fences, walls, and hedges)	
Off-Street Parking	See Chapter 32 of this title (Parking and Loading Standards)	
Satellite Antennas	See Chapter 42 of this title (Wireless Telecommunication Facilities)	

Notes:

- (4) Building separations must comply with building and fire codes.
- (8) Parcel size means a parcel or group of parcels, which are considered a unit for purposes of development.
- (9) Allows multi-tenants within a single structure. The minimum building size can be met by structures under a common roof or having architectural elements which visually connect individual buildings into a "building group."
- (10) The setback shall be measured at right angles from the nearest face of the curb adjoining the street to the nearest point of the wall of the structure, in compliance with Section [9.24.100\(C\)](#).
- (11) Specific development standards may be established with the adoption of the R-T District for a site. Refer to the specific zoning for the site.

- (12) A maximum height of thirty-five feet (35') when located within one hundred feet (100') of a residentially zoned parcel.
- (13) Greater heights may be allowed with a conditional use permit, in compliance with Chapter 64 of this title, only with an additional finding that the increased heights would not adversely affect nearby residences or other business park tenants.
- (14) Structures may be a minimum of ten thousand (10,000) square feet when approved through a master site plan review within a business campus planned development.

**TABLE 2-7**  
**INDUSTRIAL ZONING DISTRICTS**  
**GENERAL DEVELOPMENT STANDARDS**  
**REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

<b>Development Feature</b>	<b>R-T (11) (Commercial Component)</b>
Minimum Parcel Size	6,000 sq. ft.
Minimum Parcel Width	60 ft. (minimum average)
Minimum Corner Parcel Width	100 ft. (minimum average)
Minimum Reverse Corner Parcel Width	100 ft. (minimum average)
Minimum Parcel Depth	100 ft. (minimum average)
Minimum Structure Size (Gross Floor Area)	None
<b>Setbacks Required</b>	
Front	40 ft. Structures 30 ft. Parking <b>(10)</b>
Side (Each)	10 ft.
Street Side	40 ft. Structures 30 ft. Parking <b>(10)</b>
Rear	15 ft.
Accessory Structures	See Section <a href="#">9.40.030</a> (Accessory uses and structures)
Maximum Parcel Coverage	33%



**TABLE 2-7**  
**INDUSTRIAL ZONING DISTRICTS**  
**GENERAL DEVELOPMENT STANDARDS**  
**REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

<b>Development Feature</b>	<b>R-T (11) (Commercial Component)</b>
Minimum Distance Between Structures on the Same Parcel	None
Main Structure – Maximum Height	35 ft. <b>(12)(13)</b>
Fences/Walls/Hedges	See Section <a href="#">9.24.060</a> (Fences, walls and hedges)
Off-Street Parking	See Chapter 32 of this title (Parking and Loading Standards)
Satellite Antennas	See Chapter 42 of this title (Wireless Telecommunication Facilities)

Notes:

- (10) The setback shall be measured at right angles from the nearest face of the curb adjoining the street to the nearest point of the wall of the structure.
- (11) Specific development standards may be established with the adoption of the R-T District for a site. Refer to the specific zoning for the site.
- (12) Greater heights may be allowed with a conditional use permit, in compliance with Chapter 64 of this title, only with an additional finding that the increased heights would not adversely affect nearby residences or other business park tenants.
- (13) No variance/minor deviation (Chapter 68 of this title) shall be granted to allow a height greater than sixty-five feet (65') or five (5) stories, whichever is greater.
- (§ 2, Ord. 14-13, eff. October 8, 2014; § 2 (Exh. A), Ord. 15-01, eff. February 19, 2015)

**9.16.020 Special purpose district land uses and permit requirements.**

A. Allowable uses in the O District. Allowable uses and permit requirements in the O (Open Space Conservation) District.

1. The following uses are allowed, subject to the approval of a site plan review by the Director:
  - a. Flood control channels, greenbelts, park drives, parkways, ponding basins, spreading grounds, and utility easements;
  - b. Recreation areas, parks, playgrounds, trails and wildlife preserves and sanctuaries, including related accessory structures; and
  - c. Historic and cultural sites.
2. The following uses may be allowed subject to the approval of a conditional use permit:
  - a. Caretaker ~~and employee housing~~.
  - b. Flood control facilities, freeways.
  - c. Passive education facilities related to wildlife preserves and sanctuaries.

B. Allowable uses in the P-F District. Allowable uses and permit requirements in the P-F (Public Facilities) District.

1. The following uses are allowed, subject to the approval of a site plan review by the City Council:
  - a. Buildings, structures and sites owned, leased or operated by the City of Clovis, the State government, the government of the United States, the school district or a special district which does not specifically require an AUP or a CUP, including:
    - i. City Hall facilities;
    - ii. Fire stations;
    - iii. Police stations;
    - iv. City utility facilities;
    - v. Small domestic violence shelters.
2. Administrative use permit. The following uses may be allowed subject to an administrative use permit and a site plan review by the City Council:



- a. Wireless communication facilities;
  - b. Publicly owned and operated telecommunication towers;
  - c. Freeways.
3. Conditional use permit. The following uses may be allowed subject to the approval of a conditional use permit and a site plan review by the City Council:
- a. Public assembly/meeting facilities;
  - b. Publicly owned energy transmitting or generating facilities;
  - c. Cemeteries;
  - d. Clubs, lodges, and fraternal organizations, provided the chief activity of any such use is not one which is customarily carried on as a business;
  - e. Hospitals, including convalescent;
  - f. Large domestic violence shelters;
  - g. Post offices;
  - h. Public parking facilities (e.g., lots/garages);
  - i. Public structures and grounds (auditoriums, courts, libraries, meeting halls, museums, etc.);
  - j. Public utility facilities; and
  - k. Schools, private and public. (§ 2, Ord. 14-13, eff. October 8, 2014)

**9.32.040 Number of parking spaces required.**

Each land use shall provide at least the minimum number of off-street parking spaces required by this chapter, except where a greater number of spaces is required through land use entitlement approval or where an exception has been granted through approval of a discretionary permit.

A. Parking requirements by land use. Each land use shall be provided the number of parking spaces required by Table 3-12. Additional spaces may be required through discretionary entitlement approval. All sites shall provide adequate off-street parking for the subject use in compliance with this chapter.

B. Expansion of structure, change in use. When a structure is enlarged or increased in capacity or intensity, or when a change in use requires more off-street parking, additional parking spaces shall be provided in compliance with this section. Also see Section [9.32.030\(E\)](#) (Nonconforming status).

C. Multi-tenant sites. A site with multiple tenants shall provide the aggregate number of parking spaces required for each separate use; except where the site was developed comprehensively as an integrated center, the parking ratio shall be that required for the center as determined through land use entitlement approval.

D. Parking required by entitlements and/or development agreements. Parking requirements established by conditional use permits, development agreements, or similar entitlements supersede the provisions of this chapter.

E. Uses not listed. Land uses not specifically listed by subsection A of this section (Parking requirements by land use) shall provide parking as required by the Director. The Director shall use the requirements of Table 3-12 as a guide in determining the minimum number of parking spaces to be provided.

F. Rounding of quantities. When calculating the number of parking spaces required, fractional spaces 0.5 or greater shall be rounded up to the nearest whole number.

G. Company-owned vehicles. The number of parking spaces required by this section does not generally include spaces needed for the parking of company-owned vehicles. Parking spaces for company-owned vehicles shall be provided in addition to the requirements for a particular land use.

H. Bicycle storage requirements. All nonresidential land uses shall provide bicycle parking/storage facilities in compliance with Section [9.32.090](#) (Bicycle storage requirements).

**I. Vehicle charging stations. Vehicle charging stations shall be allowed in commercial and industrial land uses through the Site Plan Review (SPR) process. Charging stations (stalls) shall not be counted against the required parking spaces for a commercial or industrial use. Advertising signage shall be limited to one (1) square foot per parking space. The location of vehicle charging stations shall be approved by the City Planner.**

**TABLE 3-12  
PARKING REQUIREMENTS BY LAND USE**

<b>Land Use Type: Manufacturing, Processing and Warehousing*</b>	<b>Vehicle Spaces Required</b>
Manufacturing facilities	2 spaces for each 1,000 sq. ft. of gross floor area for the first 25,000 sq. ft. and 1 space for each 1,000 sq. ft. thereafter. The gross floor area shall include incidental office space comprising less than 20% of the total gross floor area. The parking requirements for



**TABLE 3-12**  
**PARKING REQUIREMENTS BY LAND USE**

<b>Land Use Type: Manufacturing, Processing and Warehousing*</b>	<b>Vehicle Spaces Required</b>
	additional office space shall be calculated separately as provided by this table for "Offices."
Recycling facilities	Determined by conditional use permit.
Research and development facilities	1 space for each 350 sq. ft. of gross floor area. The gross floor area shall include incidental office space comprising less than 20% of the total gross floor area. The parking requirements for additional office space shall be calculated separately as provided by this table for "Offices."
Warehouse facilities	1 space for each 1,000 sq. ft. of gross floor area for the first 20,000 sq. ft. and 1 space for each 2,000 sq. ft. thereafter.

Note:

- \* All nonresidential land uses shall provide bicycle parking/storage facilities in compliance with Section [9.32.090](#) (Bicycle storage requirements).

**TABLE 3-12**  
**PARKING REQUIREMENTS BY LAND USE (Continued)**

<b>Land Use Type: Recreation, Education, and Public Assembly*</b>	<b>Vehicle Spaces Required</b>
Assembly and meeting facilities	
Banquet halls	1 space for each 45 sq. ft. of seating area.
Religious institutions, cinemas, churches, performance theaters, meeting halls, and membership organizations	1 space for each 5 fixed seats or one space for every 40 sq. ft. of gross assembly or viewing area, plus ancillary uses (e.g. restaurant).

**TABLE 3-12**  
**PARKING REQUIREMENTS BY LAND USE (Continued)**

<b>Land Use Type: Recreation, Education, and Public Assembly*</b>	<b>Vehicle Spaces Required</b>
Theaters	1 space for each 4 fixed seats; where no fixed seats are provided, 1 space for every 35 sq. ft. of gross viewing area.
Child day care	
Centers	1 space for each 6 children, plus permanent drop-off area as approved by the Director employee.
Large family day care homes	1 space for each 6 children, plus permanent drop-off area as approved by the Director employee.
Indoor recreation/fitness centers	
Dance halls	1 space for each 50 sq. ft. of gross dance floor area.
Arcades	1 space for each 250 sq. ft. of gross floor area.
Bowling alleys	1 space for each employee plus 5 spaces for each alley, plus required spaces for ancillary uses.
Health/fitness facilities	1 space for each 100 sq. ft. of gross floor area.
Pool and billiard rooms	2 spaces for each table, plus required space for ancillary uses.
Skating rinks	1 space for each 50 sq. ft. of gross floor area of skating area, plus required spaces for ancillary uses.
Libraries, museums, art galleries	1 space for each 300 sq. ft. of gross floor area.
Outdoor commercial recreation	Determined by conditional use permit.
Park/recreational	1 space for each 5,000 sq. ft. of active gross recreation area.
Swimming pools	1 space for each 500 sq. ft. of pool area, plus 1 space for each employee.
Water slides	4 spaces for each slide lane.



**TABLE 3-12**  
**PARKING REQUIREMENTS BY LAND USE (Continued)**

<b>Land Use Type: Recreation, Education, and Public Assembly*</b>	<b>Vehicle Spaces Required</b>
Schools (public/private)	
Preschool	1 space for each faculty and employee member.
Elementary/junior high	1 space for each faculty and employee member.
High school	1 space for each faculty and employee member, plus 1 space for each 8 students regularly enrolled.
Colleges, universities, trade and business schools	1 space for each 2 faculty and employee members, plus 1 space for each 2 full-time (or equivalent) enrolled students.
Technical or trade schools	1 space for each 2 faculty and employee members, plus 1 space for each 2 full-time (or equivalent) enrolled students. Calculation of student enrollment shall be based on fire occupancy loads.

Note:

- \* All nonresidential land uses shall provide bicycle parking/storage facilities in compliance with Section [9.32.090](#) (Bicycle storage requirements).

**TABLE 3-12**  
**PARKING REQUIREMENTS BY LAND USE (Continued)**

<b>Land Use Type: Residential Uses</b>	<b>Vehicle Spaces Required</b>
Accessory residential dwelling units	1 space in addition to that required for a single-family unit.
Condominiums	2 covered spaces for each unit, plus 1 covered or uncovered guest space for each dwelling unit.
Domestic violence shelters	Determined by conditional use permit or Director.

TABLE 3-12  
PARKING REQUIREMENTS BY LAND USE (Continued)

Land Use Type: Residential Uses	Vehicle Spaces Required
Group quarters (including boardinghouses, rooming houses, dormitories, and organizational houses)	1 space for each sleeping room.
Mixed use developments	Determined by conditional use permit or Mixed Use zoning.
Mobile home parks	1 covered space in conjunction with each mobile home, plus 1 space for each 10 mobile homes or sites for guest parking. The latter to be provided in the mobile park separate from the mobile home spaces.
Multifamily dwellings, duplex units, and other attached dwellings	Studio, 1 and 2 bedroom units – 2 spaces for each dwelling unit, of which at least 1 shall be covered. 3 or more bedroom units – 3 spaces for each dwelling unit, of which at least 1 shall be covered. <del>Guest parking – 25% of total required spaces.*</del>
Residential planned unit developments	2 covered (garage or carport <sup>**</sup> , <sup>***</sup> ) spaces, plus 1 covered or uncovered guest space for each dwelling unit
Senior housing projects, semi-independent/dependent units	0.5 space for each unit with half the spaces enclosed, plus 1 guest parking space for each 10 units.
Senior housing projects, independent	1.25 spaces for each unit, plus 1 space for each employee or as established by conditional use permit.
Senior <del>assisted living</del> <del>congregate care</del> facilities	1 space for each 400 sq. ft. of gross floor area, plus 1 space for each 3 employees.
Single-family dwellings	2 covered (garage or carport <sup>**</sup> , <sup>***</sup> ) spaces for each dwelling unit.

Notes:

~~\* – Guest parking spaces shall be clearly marked for guest parking only and shall be dispersed throughout the development site. Signs shall be provided at appropriate locations to direct visitors to guest parking locations.~~



\*\* Each two (2) car garage or carport shall have and maintain a clear inside dimension of at least twenty feet (20') by twenty-two feet (22'). ~~with the two feet (2') allocated for the placement of a dryer, washer, water heater, etc.~~ If a third car bay is provided, it shall have and maintain a clear inside dimension of at least ten feet (10') by twenty feet (20'). ~~Tandem parking shall not be allowed to satisfy this garage requirement.~~

\*\*\* Tandem parking shall not be allowed to satisfy this garage requirement. The Director of Planning and Development Services may approve off-set garages through the Administrative Use Permit (AUP) approval process.

TABLE 3-12  
PARKING REQUIREMENTS BY LAND USE (Continued)

Land Use Type: Retail Trade*	Vehicle Spaces Required
The following retail trade uses shall provide the identified number of vehicle spaces for the type of use, except when the use is located within a shopping center. If located within a shopping center, the use (except for "big-box") shall provide the number of spaces identified for shopping centers. (See shopping centers, below.)	
Automobile, mobile home, recreational vehicle sales	5 stalls per acre shall be designated customer/employee parking, with a minimum of 5 customer/employee parking stalls provided.
Machinery and parts sales	1 space for each 800 sq. ft. of gross floor area.
Bookstores	1 space for each 200 sq. ft. of gross sales area, plus 1 space for each 600 sq. ft. of storage area.
Building materials, hardware stores, and plant nurseries	1 space for each 300 square feet of gross floor area, plus 1 space for each 1,000 square feet of gross land area.
Building material/hardware stores with plant nurseries housed in a "big-box" environment (e.g., Home Depot, Lowe's, etc.)	4.7 spaces for each 1,000 square feet of gross floor area.
Office supply stores	See commercial/service uses parking standard.
Plant nurseries/garden centers in conjunction with retail uses	1 space for each 1,500 sq. ft. of outdoor display area, plus 1 space for each 300 sq. ft. of gross floor area.
Restaurants, taverns, lounges, or similar establishments for the consumption of food and beverages on the premises	1 space for each 100 sq. ft., plus 1 space for each 100 sq. ft. of outdoor dining area.

**TABLE 3-12**  
**PARKING REQUIREMENTS BY LAND USE (Continued)**

<b>Land Use Type: Retail Trade*</b>	<b>Vehicle Spaces Required</b>
Drive-through (no seating)	1 per employee.
Fast food (freestanding) eating establishments	1 per 75 sq. ft.
Restaurants, delicatessens, takeout only – no customer seating	1 space for each 250 sq. ft. of gross floor area.
Retail stores, general merchandise	See commercial/service uses parking standard.
Shopping centers (commercial multi-tenant) (neighborhood, community, and regional)	See commercial/service uses parking standard.

Note:

- \* All nonresidential land uses shall provide bicycle parking/storage facilities in compliance with Section [9.32.090](#) (Bicycle storage requirements).

**TABLE 3-12**  
**PARKING REQUIREMENTS BY LAND USE (Continued)**

<b>Land Use Type: Services*</b>	<b>Vehicle Spaces Required</b>
The following service uses shall provide the identified number of vehicle spaces for the type of use, except when the use is located within a shopping center. If located within a shopping center, the use shall provide the number of spaces identified for shopping centers. (See "shopping centers" in previous table.)	
Child day care centers	1 space for each 6 children, plus permanent drop-off area as approved by the Director.
Commercial/service uses, including commercial multi-tenant users	
0 to 20,000 sq. ft.	5.4 spaces for each 1,000 sq. ft. of gross floor area.
20,001 to 70,000 sq. ft.	5.0 spaces for each 1,000 sq. ft. of gross floor area.



**TABLE 3-12**  
**PARKING REQUIREMENTS BY LAND USE (Continued)**

<b>Land Use Type: Services*</b>	<b>Vehicle Spaces Required</b>
70,001 sq. ft. and over	4.7 spaces for each 1,000 sq. ft. of gross floor area.
Depots: bus, freight	Determined by conditional use permit.
Equipment rentals	1 space for each 300 sq. ft. of floor area, plus 1 space for each 1,000 sq. ft. of outdoor use area.
Fuel sales (standalone)	2 spaces minimum, plus any additional as may be determined by conditional use permit.
Health and fitness facilities	1 space for each 100 sq. ft. of gross floor area.
Hotels and motels	1.2 spaces for each guest room, plus required spaces for accessory uses.
Kennels, animal boarding, and veterinary clinics	1 space for each 500 sq. ft. of gross floor area, plus one space for each 800 sq. ft. of boarding area.
Laundry and dry cleaning	1 space for each 350 sq. ft. of activity area, plus 1 space for each 1,000 sq. ft. of storage area.
Laundry, self-serving	1 space for each 3 machines.
Medical services	
Board and care homes, group home care facilities, and in-patient drug treatment facilities	1 space for each 5 beds.
Clinics, medical/dental offices	8 spaces for first doctor, plus 5 spaces for each additional doctor.
Convalescent hospitals	1 space for each 3 beds the facility is licensed to accommodate.
Hospitals	To be determined by conditional use permit.
Medical/dental labs	1 space for each 250 sq. ft. of gross floor area.

**TABLE 3-12**  
**PARKING REQUIREMENTS BY LAND USE (Continued)**

<b>Land Use Type: Services*</b>	<b>Vehicle Spaces Required</b>
Mixed use	Established with the Master Plan or Mixed Use zoning for the site.
Mortuaries and funeral homes	1 space for each 5 fixed seats or 1 space for each 40 square feet, whichever amount is greater.
Offices, business professional	1 space for each 250 sq. ft. of gross floor area.
Personal services – barber/beauty shops (and other personal services)	1 space for each 200 sq. ft. of gross floor area.
Pet grooming	1 space for each 400 sq. ft. of gross floor area.
Public facilities	As established with the authorizing approval.
Service stations	1 space for each 200 sq. ft. of gross floor area, plus 3 spaces for each service bay.
Storage, personal storage facilities	2 spaces minimum, plus 1 space for each 250 sq. ft. of gross office floor area.
Veterinary hospitals/clinics	1 space for each 250 sq. ft. If boarding is offered, kennel standards will be used.
Vehicle repair and maintenance	
Repair garages**	1 space for each 300 sq. ft. of gross floor area, or 3 spaces for each bay, whichever is greater, plus 1 space for a company vehicle.
Self-service vehicle washing	2 spaces for each washing stall, for queuing and drying.
Full-service vehicle washing	1 space for each 250 sq. ft. of gross floor area, plus 10 spaces for each wash lane for drying area.

Notes:



- \* All nonresidential land uses shall provide bicycle parking/storage facilities in compliance with Section [9.32.090](#) (Bicycle storage requirements).
- \*\* All employee parking shall take place on site. Employee parking in the public street shall be prohibited. If employee parking in the public street occurs, it shall constitute grounds for revocation of the conditional use permit in compliance with Section [9.92.060](#) (Revocation and modifications).

**TABLE 3-12**  
**PARKING REQUIREMENTS BY LAND USE (Continued)**

<b>Land Use Type:</b> <b>Transportation and Communication</b>	<b>Vehicle Spaces Required</b>
Broadcast studios	1 space for each 400 sq. ft. of gross floor area.
Recording studios	1 space for each 250 sq. ft. of gross floor area.
Transportation facilities	To be determined by Commission.

(§ 2, Ord. 14-13, eff. October 8, 2014)

**9.120.020 Definitions of land uses, specialized terms, and phrases.**

The following definitions are in alphabetical order:

C. Definitions, "C."

Cafeteria. Similar to a restaurant, but where the food (e.g., prepared dishes, sandwiches, desserts, and/or beverages) is selected while the patron proceeds in a line. After choosing and paying for the selected items, the patron proceeds with the food to an open table of choice.

California Environmental Quality Act (CEQA). California Public Resources Code Section [21000](#) et seq. and Administrative Code Section 15000 et seq.

Campgrounds. Limited facilities providing designated tent areas, tables, fireplaces or grills, and assigned parking spaces, and related structures for the overnight enjoyment of the public within an open space setting.

Car washes. See "motor vehicle washes."

Card rooms. A portion of a gaming club in which legal gambling and/or gaming is conducted.

Cargo container. Any box-shaped container which is no less than thirty-two (32) square feet in area, of metal construction, enclosed on all sides including top and bottom, and was originally designed and built to store cargo for shipping by truck, train, or boat.

Carpet sales. See "furniture stores, furnishings and equipment stores."

Carport. See "garage or carport."

Caretaker ~~and employee housing~~. A structure constructed to residential occupancy standards in compliance with the California Building Code that is accessory to a nonresidential use and required for security or twenty-four (24) hour care or supervision.

Catering services. Preparation and delivery of food and beverages for off-site consumption without provision for on-site pickup or consumption.

Cemeteries. A facility used, or intended to be used, for the burial of the dead and dedicated for that purpose, including columbariums, crematoriums, mausoleums, and mortuaries when operated in conjunction with, and within the boundaries of, the subject premises.

Chemical products manufacturing. Manufacturing establishments that produce or use basic chemicals and establishments creating products predominantly by chemical processes. Establishments classified in this major group manufacture three (3) general classes of products: (1) basic chemicals including acids, alkalis, salts, and organic chemicals; (2) chemical products to be used in further manufacture, including dry colors, plastic materials, pigments, and synthetic fibers; and (3) finished chemical products to be used for ultimate consumption including drugs, cosmetics, and soaps; or to be used as materials or supplies in other industries, including paints and fertilizers.

Child day care facilities. Facilities that provide care and supervision of minor children for periods of less than twenty-four (24) hours. These facilities include the following, all of which are required to be licensed by the California State Department of Social Services:

1. Child day care center. A commercial or nonprofit child day care facility not operated as a small or large family day care home. Includes infant centers, preschools, and extended day care facilities. These may be operated in conjunction with a business, school, or religious facility, or as an independent land use.
2. Large day care home. A day care facility located in a single-family residence where an occupant of the residence provides care and supervision for nine (9) to fourteen (14) children. Children under the age of ten (10) years who reside in the home count as children served by the day care facility.
3. Small day care home. A day care facility located in a single-family residence where an occupant of the residence provides care and supervision for eight (8) or fewer children. Children under the age of ten (10) years who reside in the home count as children served by the day care facility.



Church. Shall mean a permanently located building, commonly used for religious worship.

City. The City of Clovis, State of California, referred to in this Development Code as the "City."

City Council. The Clovis City Council, referred to in this Development Code as the "Council."

City Engineer. The City of Clovis employee designated by the City Manager as the City Engineer.

Cleaning and dyeing shops. See "personal services."

Clinic. A place for group medical services not involving the overnight housing of patients.

Clothing products. Manufacturing establishments producing clothing, and fabricating products by cutting and sewing purchased textile fabrics, and related materials including leather, rubberized fabrics, plastics, and furs. Custom tailors and dressmakers not operating as a factory and not located on the site of a clothing store ("retail stores, general merchandise") are instead included under "personal services." See also "leather products" and "textile products."

Clothing stores. See "retail stores, general merchandise."

Coffee shops/kiosks. A retail business selling ready-to-eat food and/or beverages for on- or off-premises consumption. These include eating establishments where customers are served from a walk-up ordering counter for either on- or off-premises consumption ("counter service"); and establishments where customers are served food at their tables for on-premises consumption ("table service"), that may also provide food for take-out.

Coffee – specialty sales. See "retail stores, general merchandise."

College. An educational institution offering advanced instruction in any academic field beyond the secondary level, not including trade schools or business colleges. Also see "schools – colleges and universities."

College trade. A school offering preponderant instruction in the technical, commercial, or trade skills, such as real estate schools, business colleges, electronic schools, automotive and aircraft technicians schools, and similar commercial establishments operated by nongovernmental organizations. Also see "schools – specialized education and training."

Commercial blood bank. See "medical services – clinics and laboratories."

Commercial vehicle. A commercial vehicle larger than a one-ton capacity used for business purposes.

Communication equipment building. Buildings housing electrical and mechanical equipment necessary for the conduct of a public communications business, with or without the necessary personnel.

Commission. See "Planning Commission."

Community apartments and condominiums. A development in which an undivided interest in the land is coupled with the right of exclusive occupancy of an apartment or condominium located on the land.

Community/culture centers. Multi-purpose meeting and recreational facilities typically consisting of one or more meeting or multi-purpose rooms, kitchen and/or outdoor barbecue facilities, that are available for use by various groups for activities including meetings, parties, receptions, dances, etc.

Computer integrated systems design. Establishments engaged in planning and designing computer systems that integrate computer hardware, software, and communication technologies. The hardware and software components of the system may be provided by these establishments or companies as part of integrated services or may be provided by third parties or vendors. These establishments often install the system and train and support uses of the system. Illustrative examples include:

- CAD/CAM systems design

- Computer-aided engineering

- Computer systems integration design

- Information management computer systems integration design

- Local area network (LAN) computer systems integration design

- Office automation computer systems integration design

Concrete and cement products. Manufacturing establishments producing bulk concrete, concrete building block, brick, and all types of precast and prefab concrete products. Also includes ready-mix concrete batch plants, lime manufacturing, and the manufacture of gypsum products, including plasterboard. A retail ready-mix concrete operation as an incidental use in conjunction with a building materials outlet is defined under "Building material stores."

Conditional use. A use of land identified by Division 2 of this title (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards) as being allowed in a particular zoning district subject to the approval of a conditional use permit in compliance with Chapter 64 of this title (Conditional Use Permits).

Condominium. As defined by Civil Code Section [951\(f\)](#), a development where undivided interest in common in a portion of real property is coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map or parcel map. The area within the boundaries may be filled with air, earth, or water, or any combination thereof, and need not be physically attached to any land except by easements for access and, if necessary, support.

Confectionery stores. See "retail stores, general merchandise."



Construction commencement. Satisfactory completion of the site preparation, grading, forms, and foundations, including reinforcing steel, and all electrical, plumbing, and air conditioning groundwork.

Contractor's storage yard. Storage yard operated by, or on behalf of, a contractor licensed by the State of California for storage of large equipment, vehicles, or other materials commonly used in the individual contractor's type of business; storage of scrap materials used for repair and maintenance of contractor's own equipment; and structures for uses including offices and repair facilities.

Convenience stores. Retail establishments in a commercial structure with a square footage of less than five thousand (5,000) square feet which carry a limited range of common merchandise and frequently used food items, oriented to convenience and travelers' shopping needs. These stores may be part of a service station or an independent facility.

Copy services. See "business support services."

Corner cutoff area. See "traffic safety sight area."

Cosmetic products. Manufacturing facilities that use basic chemicals to produce cosmetics and cosmetic-type products.

County Recorder. The County Recorder of the County of Fresno.

Creek corridors. See "open space, public."

Cottage food Operations. Home food facilities operated in conformance with Section [113785](#) of the California Health and Safety Code, including permanent and nonpermanent food facilities.

Cul-de-sac. A lot fronting on, or with more than one-half (1/2) of its lot width fronting on, the turn-around-end of a cul-de-sac street.

Coverage. Shall mean the same as site or parcel coverage.

E. Definitions, "E."

Easement. A space on a parcel of land, and so indicated on a subdivision map or in a deed restriction, reserved for and/or used for public utilities, and/or private or public purposes.

Eating establishment. A business selling prepared and cooked food within an enclosed building for consumption anywhere on the premises, including the parking lot and elsewhere off site. The characteristics of an eating establishment include payment prior to receiving food; no table service during the consumption of food; ordering food via a billboard menu; and/or obtaining food at the area where the order was placed.

Educational institution. A public or other nonprofit institution conducting regular academic instruction at preschool, kindergarten, elementary, secondary and collegiate levels, and including graduate schools,

universities, nonprofit research institutions and religious institutions. Such institutions shall either (1) offer general academic instruction equivalent to the standards prescribed by the State Board of Education, or (2) confer degrees as a college or university of undergraduate or graduate standing, or (3) conduct research, or (4) give religious instruction. This definition shall not include schools, academies or institutes, incorporated or otherwise, which operate for a profit, nor shall this definition include commercial or trade schools.

Electric distribution/transmission substation. An electric substation with a primary voltage of one hundred ten (110) KV or less, with distribution circuits served therefrom.

Electrical equipment manufacturing. Establishments engaged in manufacturing distribution, power, and specialty transformers; electric motors, generators, and motor generator sets; industrial controls; relays; and switchgear and switchboard apparatus (e.g., circuit breakers, fuses, power switching equipment).

Electronic component manufacturing. Establishments engaged in manufacturing electrical equipment and components (except electric lighting equipment, generators, household type appliances, industrial controls, motors, relays, switchgear and switchboard apparatus, and transformers). Illustrative examples include:

Antennas

Cryogenic cooling devices

Magnetic cores

Sockets

Electronic motor rebuilding. See "repair and maintenance – consumer products."

Emergency electrical generators. Those facilities that provide temporary emergency electrical power for residential uses generating noise in excess of that allowed under the general plan noise element. Test cycle operation shall be limited to the hours between 10:00 a.m. and 4:00 p.m.

Emergency shelters. Any facility, the primary purpose of which is to provide temporary shelter for the homeless in general related to a declared emergency.

Employee credit unions. See "banks and financial services."

**Employee housing. Housing providing accommodations for six or fewer employees and shall be deemed a single-family structure and a residential use of the property by a single household per the requirements of Section 17021.5 of the California Health and Safety Code.**

Engine rebuilding and reconditioning. See "motor vehicle repair and major maintenance."

Enlargement/expansion of use. The expansion of a land use activity on a site or within a structure so that the use/activity occupies more floor or site area than before the expansion.



Equestrian facilities. Horse, donkey, and mule facilities including boarding stables, horse ranches, riding schools and academies, horse exhibition facilities (for shows or other competitive events), pack stations, and barns, stables, corrals and paddocks accessory and incidental to these uses.

Equipment rental/sales. Service establishments with outdoor storage/rental yards, which may offer a wide variety of materials and equipment for rental, including construction equipment.

Essential services. A class of facilities/uses which have been designated by legislative action. See "public facilities" and "public utility facilities."

F. Definitions, "F."

Fabric product manufacturing. Manufacturing establishments fabricating clothing, draperies, and other products by cutting and sewing purchased textile fabrics and related materials (e.g., leather, rubberized fabrics, plastics and furs). Custom tailors and dressmakers not operating as a factory and not located on the site of a clothing store ("retail stores, general merchandise") are instead included under "personal services." See also "leather products" and "textile products."

Family. **One person living alone or two (2) or more persons living together in a dwelling unit with common access to, and common use of, all living, kitchen, and eating areas within the dwelling unit.** ~~people related by blood or legal status or persons not related who are functioning as a family or single-housekeeping unit, meaning that they~~ **Members of the family shall have established ties and familiarity with each other and, jointly use common areas, interact with each other, and share meals, household activities, expenses and responsibilities. Membership in the family is fairly stable as opposed to transient and members have some** **shall have** control over who becomes a member of the family. Family does not include a fraternity, sorority, club, or other group occupying a hotel, other transient lodging, or institution of any kind.

Farm equipment and supplies sales. Retail establishments selling, renting, or repairing agricultural machinery, equipment, and supplies for use in soil preparation and maintenance, the planting and harvesting of crops, and other operations and processes pertaining to farming and ranching.

**Farmworker housing. Housing accommodation provided to farmworkers in zones allowing agricultural uses that is limited to 36 beds in a group quarters or 12 units or spaces designed for use by a single household. The permitted occupancy in farmworker housing in a zone allowing agricultural uses shall include agricultural employees who do not work on the property where the farmworker housing is located.**

Feasible. Capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors.

Feed and fuel stores. See "retail stores, general merchandise."

Fence. An artificially constructed barrier of wood, masonry, stone, wire, metal, or other manufactured material or combination of materials erected to enclose, screen, or separate areas.

Fire stations. See "public facilities."

Fish markets. See "retail stores, general merchandise."

Floodway. The channel of a river or other watercourse and adjacent land areas necessary to discharge the waters from a one hundred (100) year designated flood frequency.

Floor area, gross. The area included within the surrounding exterior finish wall surface of a structure or portion thereof, exclusive of courtyards.

Floor area ratio (FAR). The ratio of floor area to total parcel area. FAR restrictions are used to limit the maximum floor area allowed on a site (including all structures on the site). The maximum floor area of all structures (measured from exterior wall to exterior wall) allowed on a site shall be determined by multiplying the floor area ratio (FAR) by the total area of the site ( $FAR \times \text{site area} = \text{maximum allowable floor area}$ ).

Food and beverage manufacturing. Manufacturing establishments producing or processing foods and beverages for human consumption, and certain related products. Illustrative examples include:

Bakeries

Bottling plants

Breweries

Candy, sugar and confectionery products  
manufacturing

Catering services separate from stores or  
restaurants

Coffee roasting

Dairy products manufacturing

Fats and oil product manufacturing

Fruit and vegetable canning, preserving, related  
processing

Grain mill products and by-products

Meat, poultry, and seafood canning, curing, by-  
product processing

Miscellaneous food item preparation from raw  
products

Soft drink production



May include tasting and accessory retail sales of beverages produced on site. A tasting facility separate from the manufacturing facility is included under the definition of "bars and alcoholic beverage drinking places" if alcoholic beverages are tasted, and under "restaurants" if beverages are nonalcoholic.

Does not include: bakeries which sell all products on site (listed in Division 2 of this title (Zoning Districts) as "bakeries") or beer brewing as part of a brewpub, bar, or restaurant (see "bars and alcoholic beverage drinking places").

Food products. Manufacturing establishments producing or processing foods for human consumption and certain related products. Illustrative examples include:

Bakery products, sugar and confectionery products  
(except facilities that produce goods only for on-site  
sales with no wider distribution are included under  
"retail stores, general merchandise")

Dairy products processing

Fats and oil products (not including rendering  
plants)

Fruit and vegetable canning, preserving, and  
related processing

Grain mill products and by-products

Meat, poultry, and seafood canning, curing and by-  
product processing (not including facilities that also  
slaughter animals)

Miscellaneous food preparation from raw products,  
including catering services that are independent  
from food stores or restaurants

Fortune-telling. The act of making predictions about a person's future by using a variety of methods (e.g., looking into a crystal ball, reading palms, or using tarot cards).

Fraternity. A building or structure housing a group of men associated for their common interests. Such group may eat, sleep, and otherwise use such facilities as are provided on the premises.

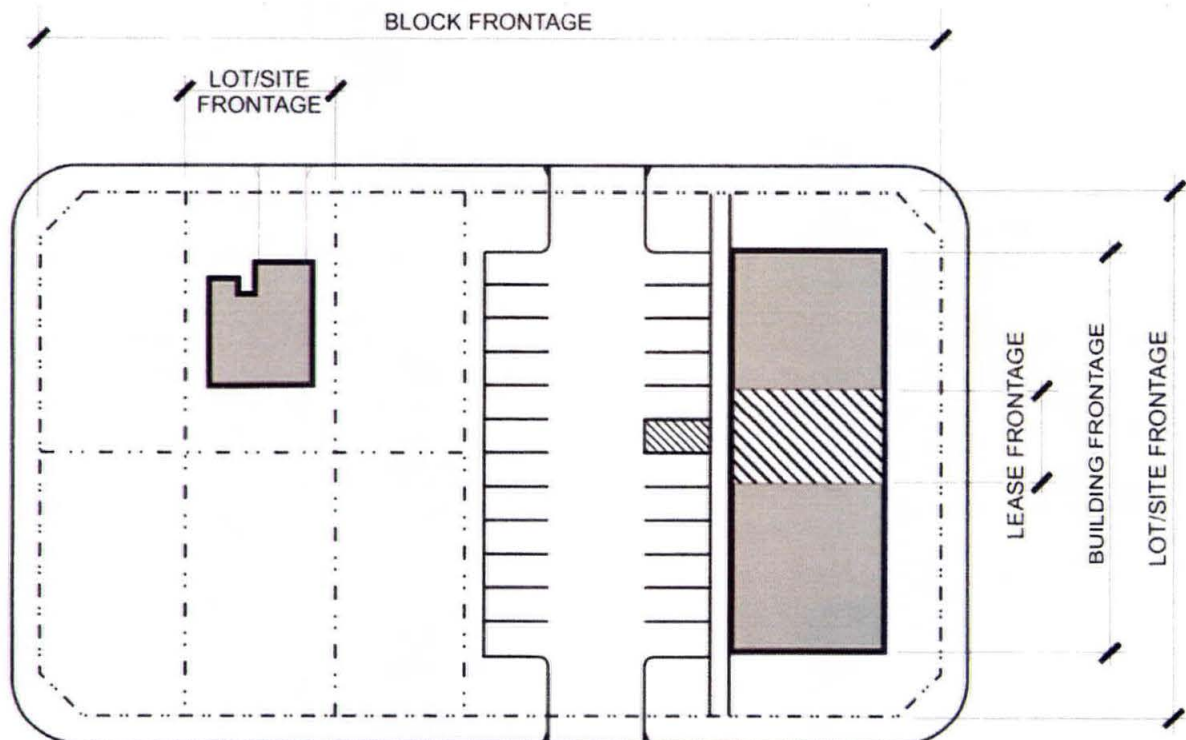
Freestanding building. A structure standing alone, on its own foundation, free of attachment with another structure.

Freeway. A highway for through traffic, with full or partial control of access, and generally with grade separations at intersections.

Freeway, landscaped. A freeway which is landscaped and maintained by a public authority.

Frontage.

1. Building.
2. Occupancy/lease.
3. Site/project.
4. Street, service road or highway.



**FIGURE 8-1**  
**FRONTAGE TYPES**

Frozen food lockers. Industrial establishments that provide freezers and other similar types of secured accommodations for the storage of food and other perishables for use by the food service industry as well as retail and wholesale outlets.

Fruit and vegetable stores. See "retail stores, general merchandise."

Furniture/fixtures manufacturing, cabinet shops. Manufacturers producing: wood and metal household furniture and appliances; bedsprings and mattresses; all types of office furniture and partitions, shelving, lockers and store furniture; and miscellaneous drapery hardware, window blinds and shades. Includes wood and cabinet shops, but not sawmills or planing mills, which are instead included under "lumber and wood manufacturing."



Furniture stores, furnishings, and equipment stores. Retail establishments primarily selling: home furnishings including draperies, floor coverings, furniture, glass and chinaware, refrigerators, stoves, other household electrical and gas appliances including televisions and home sound systems, and outdoor furniture including lawn furniture, spas, and hot tubs. Also includes the retail sale of office furniture and pianos.

Furniture upholstery shops. See "repair and maintenance – consumer products."

G. Definitions, "G."

Garage or carport. Parking space and shelter for automobiles or other motor vehicles, where the size of the parking space complies with the provisions of Chapter 32 of this title (Parking and Loading Standards).

1. Garage. An attached or detached accessory structure with a vehicle door, enclosed on all sides.
2. Carport. An attached or detached accessory structure enclosed on no more than three (3) sides.

Garden apartments. An apartment building having a low density of population and having substantial landscaped open space located adjacent to the dwelling units.

Garden supply stores. See "retail stores, general merchandise."

General Plan. The City of Clovis General Plan, including all elements thereof and all amendments thereto, as adopted by the City Council under the provisions of Government Code Section [65300](#) et seq., and referred to in this Development Code as the "General Plan."

Glass and chinaware stores. See "furniture stores, furnishings, and equipment stores."

Glass products. Manufacturing establishments producing flat glass and other glass products which are blown, pressed, or shaped from glass produced in the same establishment. Includes large scale artisan and craftsman type operations producing primarily for the wholesale market.

Going out of business. A limited promotional activity not exceeding ninety (90) calendar days used by an established business to inform the public of their final cessation of business activities and their desire and/or need to sell off their remaining inventory and equipment. "Going out of business" does not mean an annual or occasional promotional sale conducted by an ongoing business.

Golf courses, country clubs. Public and private golf courses and country clubs, and accessory facilities and uses including: clubhouses with bar and restaurant, locker and shower facilities; driving ranges (driving ranges separate from golf courses are instead classified under "Outdoor recreation, commercial"); "pro shops" for on-site sales of golfing equipment; and golf cart storage and sales facilities.

Golf courses, miniature. See "outdoor recreation, commercial."

Grade. The ground surface immediately adjacent to the exterior base of a structure, typically used as the basis for measurement of the allowed height of a structure.

1. Average grade. The elevation determined by computing the mathematical average of the elevations of the highest and lowest points on the boundaries of the area for which average grade is being determined.
2. Existing or natural grade. The contour of the ground surface before grading.
3. Finish grade. The final contour of the ground surface of a site that conforms to the approved grading plan.
4. Street grade. The elevation of the centerline of the street.

Grain elevators. See "warehousing."

Grand opening. A promotional activity not exceeding thirty (30) calendar days used by a newly established business, within two (2) months after initial occupancy, to inform the public of the location and services available to the community. "Grand opening" does not mean an annual or occasional promotional sale conducted by an ongoing business.

Greenhouse, commercial. Facilities for the indoor propagation of plants for commercial sale.

Grocery stores. See "retail stores, general merchandise."

Gross acreage. The total area within the lot lines of a parcel before public streets, easements, or other areas to be dedicated or reserved for public use are deducted from the parcel.

Group care home. Shall be as defined in Section [9.40.100](#), Group housing.

Group housing – residential care home/facility. Shall be as defined in Section [9.40.100](#), Group housing.

Guest ~~employee housing~~. Living quarters, which shall not be rented, located on the same premises with a main residence, and occupied for the sole use of members of the family, temporary guests, or persons permanently employed on the premises.

Guest ranch. A facility housing guests, providing meals and rooms, and having recreational activities of one or more types for compensation.

H. Definitions, "H."

Handcraft industries, small scale manufacturing. Manufacturing establishments not classified in another major manufacturing group, including: buttons, costume novelties; brooms and brushes; jewelry; musical



instruments; pens, pencils, and other office and artists' materials; sporting and athletic goods; toys; and other miscellaneous manufacturing industries.

Hardware stores. See "retail stores, general merchandise."

Hazardous materials. Any material or substance that, by reason of its abrasive, caustic, corrosive, toxic, or otherwise injurious properties may be detrimental to the health of any person handling or otherwise coming into contact with the material or substance.

Health and beauty product manufacturing. Establishments engaged in manufacturing health and beauty products. Does not include over-the-counter medicines or prescription drugs. Illustrative examples include:

- Cosmetics

- Creams

- Dental care products

- Deodorants

- Feminine hygiene products

- Hair care products (e.g., brushes and combs, dyes, rinses, shampoos, sprays)

- Lotions

- Minerals

- Nail care products (e.g., adhesives, polish, remover)

- Oils

- Powders

- Soaps

- Vitamins

Health and beauty product research and development. Establishments engaged in the research and development of health and beauty products. See also "health and beauty product manufacturing."

Health/fitness facilities, indoor. Physical fitness centers, gymnasiums, health and athletic clubs including indoor sauna, spa or hot tub facilities; indoor handball, basketball, racquetball, tennis, and other indoor sports activities.

Health/fitness facilities, outdoor. Physical fitness centers, gymnasiums, health and athletic clubs including handball, basketball, racquetball, tennis, and other sports activities.

Health studio. A retail business offering some or all of the following services: skin and body therapy (body massage, body care treatments), skin care (clinical and spa facials), or body health regimens (exercise activities and/or exercise equipment - **under 5,000 sq. ft. of gross floor area**). A health studio may also provide permanent cosmetics and body piercing as an ancillary service to the primary business. Ancillary uses shall account for no more than twenty percent (20%) of the total square footage and no more than twenty percent (20%) of the gross sales of a permitted primary business use.

Health food stores. See "retail stores, general merchandise."

Hedge. A plant or series of plants, shrubs, or other landscape materials, so arranged as to form a physical barrier or enclosure.

Highway setback line. The future right-of-way lines or plan lines of any highway as shown on the Official Plan of Streets and Highways for highway use. A yard abutting such a highway shall be measured from such future right-of-way line.

Historic Preservation Board. A City review board designated to promote the cultural, economic, educational, and general welfare of the City through the preservation and protection of buildings, sites, structures, areas, and districts of historic significance and interest.

Hobby shops. See "retail stores, general merchandise."

Home furnishings. See "furniture, furnishings, and equipment stores."

Home occupations. An accessory commercial activity or business service conducted on the site of a residential dwelling unit, only by residents of the unit (except for large home occupations), in a manner clearly incidental to the residential character of the site and surrounding neighborhood, and in compliance with the provisions of Section [9.40.110](#) (Home occupation standards) and Chapter 58 of this title (Home Occupation Permits).

Homeless and transitional shelters. See "transitional housing."

Horses. See Section [9.40.040](#) (Animal keeping).

Hospitals and sanitariums. Institutions designed within an integrated campus setting for the diagnosis, care, and treatment of human illness, including surgery and primary treatment, and institutions for the cure of chronic drug addicts and mental patients.

Hotels or motels. Facilities with guest rooms or suites, provided with or without kitchen facilities, rented to the general public for transient lodging for up to thirty (30) days. Hotels generally provide access to most guest rooms from an interior walkway, and typically include a variety of services in addition to lodging; for example, meeting facilities, personal services, restaurants, etc. Motels generally provide access to most



guest rooms from an exterior walkway. Also includes accessory guest facilities (e.g., accessory retail uses, indoor athletic facilities, swimming pools, tennis courts, etc.).

Household pets. Domestic animals ordinarily allowed in a place of residence, kept for company and pleasure, including cats, dogs, domestic birds, guinea pigs, mice, rabbits, registered Vietnamese potbellied pigs, white rats, and other similar animals generally considered by the public to be kept as pets, excluding farm animals. The keeping of household pets shall be in compliance with Section [9.40.040](#) (Animal keeping) and Chapter 1 of Title [6](#).

Housing for the elderly. Housing consisting of at least eight (8) units restricted to a person sixty (60) years of age or older, or to a person sixty (60) years of age or older plus spouse then residing with such elderly person.

O. Definitions, "O."

Occupancy. All or a portion of a structure occupied by one tenant.

Office supply stores. Retail establishments engaged in the business of selling many lines of merchandise customarily used in an office environment. Examples include computer products and supplies (e.g., "how to" books, ink cartridges, paper), desk-top accessories, office furniture, stationery, etc.

Offices. Service establishments including the following:

1. Business offices. Establishments providing direct services to consumers, including answering services, cell phones, insurance agencies, pagers, post offices (not including bulk mailing distribution centers), and real estate offices;
2. Corporate offices. Office facilities providing management and business support services (e.g., human resources, personal, sales, etc.); and
3. Professional offices. Illustrative examples include:

Accounting and auditing services

Advertising agencies

Architectural, engineering, planning, and surveying  
services

Attorneys

Bookkeeping services

Counseling services

Court reporting services

Data processing and computer services

**Dental Office**

Detective agencies and similar services

Educational, scientific and research organizations

Employment, stenographic, secretarial and word processing services

Government offices including agency and administrative office facilities

Management, public relations and consulting services

~~Medical services (e.g., medical, dental and psychiatric)~~

**Medical Office**

Optometrist services

**Psychiatric Office**

Photography and commercial art studios

Writers' and artists' offices outside the home

Incidental offices that are clearly secondary and incidental to another use are allowed as part of an approved principal or main use.

Offices, temporary. A mobile home, recreational vehicle, travel trailer, or modular unit used as: a temporary business or construction office during construction of permanent facilities on the same site or as an office on the site of a temporary off-site construction yard; a temporary on-site real estate office for a development project; or a temporary business office in advance of permanent facility construction.

Offices, temporary real estate. The temporary use of a dwelling unit within a residential development project to be used as a sales office for the units on the same site, which is to be converted back to a residential use at the conclusion of its office use.

Offices, temporary sales trailers. The temporary use of a modular-type mobile office within a residential development project to be used as a sales office for the units on the same site, which is to be removed at the conclusion of its office use.

Open space, private. An outdoor area within a development project designed and maintained for the exclusive use of residents/tenants, their invited guests, or club members, including golf courses, lakes and water features, parks (active and passive), tennis courts, and other recreational facilities allowable within a planned residential development.

Open space, public. Lands which constitute a special important or valuable natural resource which warrants protection, including lands that may pose threats or hazards to development, and suitable for limited



recreational use (e.g., equestrian, hiking, nonmotorized bicycle trails, etc.). Additional lands include those important for their recreational (e.g., campgrounds, parks, etc. (active and/or passive)) or regional economic value.

Outdoor recreation, commercial. Facilities for various outdoor participant sports and types of recreation where a fee is charged for use, including: amusement and theme parks; drive-in theaters; golf driving ranges; health and athletic clubs with predominately outdoor facilities; miniature golf courses (golf courses are included under the definition of "golf courses, country clubs"); recreation equipment rental (e.g., bicycles, roller skates); skateboard parks and water slides; tennis courts, swim and tennis clubs; and zoos. May also include commercial facilities customarily associated with the above outdoor commercial recreational uses (e.g., bars and restaurants (both table service and counter service), and video game arcades).

Outdoor retail sales and activities. Permanent outdoor sales and rental establishments including equipment and other uses where the business is not conducted entirely within an enclosed structure.

Outdoor retail sales, temporary. Temporary outdoor retail operations including: farmer's markets; seasonal sales of Christmas trees, pumpkins or other seasonal items; semi-annual sales of art or handcrafted items in conjunction with community festivals or art shows; sidewalk or parking lot sales.

Overlay/combining district, or overlay/combining zone. A supplementary zoning designation that is applied to property in addition to a primary base zoning district to highlight and/or modify special regulations that apply to properties within the overlay/combining district.

S. Definitions, "S."

Sanitarium. A health station or retreat or other place where patients are housed and where medical or surgical treatment is given. "Sanitarium" shall not include mental institutions or places for the treatment of narcotic addicts. (See "medical services.")

Satellite dish/antenna. An antenna for the reception of data, television, and other telecommunications broadcast from orbiting satellites which is greater than one meter (39.37 inches) in diameter.

Schools – colleges and universities. Includes community colleges, public or private colleges, universities, and professional schools granting associate arts degrees, certificates, undergraduate and graduate degrees, and requiring for admission at least a high school diploma or equivalent general academic training.

Schools – K to twelve (12). Public and private elementary, middle, junior high, and high schools serving kindergarten through twelfth-grade students, including denominational and sectarian, boarding schools, and military academies. Preschools and child day care are included under the definitions of "child day care facilities."

Schools – specialized education and training. Business, professional, secretarial schools, and vocational/trade schools offering specialized trade and commercial courses. Includes specialized non-degree-granting schools offering subjects including: art, ballet and other dance, drama, driver education, language, and music. Also includes seminaries and other facilities exclusively engaged in training for religious ministries; and establishments furnishing educational courses by mail. Facilities, institutions, and conference centers are included that offer specialized programs in personal growth and development (e.g., arts, communications, fitness, environmental awareness, and management).

Screening. Solid fencing, gates, walls, and/or landscaping which provide a solid barrier and are installed and maintained architecturally compatible with the adjacent structure and/or existing surrounding conditions. For purposes of this definition, screening shall not consist of bamboo type curtains, chain link (with or without slats), reflective surfaces, or similar transparent or semi-transparent materials.

Secondhand stores. Retail establishments that sell used merchandise. Also see “pawn shop.”

Security brokers, dealers, and flotation companies. Establishments primarily engaged in the purchase, sale, and brokerage of securities, and those generally known as investment bankers, primarily engaged in originating, underwriting, and distributing issues of securities.

Senior citizen **assisted living facility** ~~congregate care housing. (See “group care home.”)~~ A structure serving as a **system of housing and limited care that is designed for senior citizens who need some assistance with daily activities but do not require care in a nursing home, and residence for a group of senior citizens with available centralized services,** where the emphasis of the facility remains residential.

Separate ownership. Ownership of a parcel of land by a person who does not own any of the land abutting such parcel.

Service station. The same as “automobile service station.”

Setbacks. The distance by which a structure or other development feature shall be separated from a lot line. In planned development projects, setbacks are determined during the project review process. On corner parcels, the shortest street frontage shall be the front yard. See also “yard.”

1. Front yard. The line which defines the depth of the required front yard. Such setback line shall be parallel with the right-of-way line or highway setback line when one has been established.
2. Highway. The same as “highway setback line.”
3. Rear yard or side yard. The line which defines the width or depth of the required rear or side yard. Such setback line shall be parallel with the property line, removed therefrom by the perpendicular distance prescribed for the yard in the district.

Shoe repair shops. See “repair and maintenance – consumer products.”



Shoe stores. See "retail stores, general merchandise."

Shopping centers. A group of commercial establishments, planned, generally constructed, and managed as a total entity with employee and customer parking provided on site under common control or shared under a reciprocal agreement. Shopping centers are further defined as regional (fifty (50) or more acres), community (fifteen (15) to forty-nine (49) acres), and neighborhood (up to ten (10) acres). For signs, commercial developments shall be classified as shopping centers rather than business centers when comprised of at least ten (10) businesses and contain a minimum floor area of twenty-five thousand (25,000) square feet.

Sign. Any figure, character, outline, delineation, announcement, declaration, demonstration, illustration, emblem, words, numerals, or letters of attention-attracting displays or devices painted, illuminated, posted, or affixed on any surface or in a manner used to attract attention to the premises or to advertise or promote the interest of any person, activity, business, or enterprise when the same is placed so that it is clearly visible to the general public from an out-of-doors position; provided, however, noncommercial natural floral and plant displays shall not be considered signs in computing the number or area of signs permitted.

"Sign" shall not include the official flags of the United States of America, the State, or the County, or official notices authorized by a court, public body, or public officer, or directional, warning, or information signs authorized by Federal, State, County, or municipal authority for public safety, or the official emblem or insignia of a government or public school.

Sign making. See "business support services."

Signs. See Section [9.34.030](#) (Signs).

Single-family housing. A structure designed for and/or occupied exclusively by one family. Also includes factory-built housing (manufactured housing) units (does not include mobile homes in a mobile home park), constructed in compliance with the California Building Code (CBC).

**Single room occupancy. A residential property that includes multiple single room dwelling units. Each unit is for occupancy by a single eligible individual. The unit need not, but may, contain food preparation or sanitary facilities, or both.**

Site. A parcel or adjoining parcels under single ownership or single control, considered a unit for the purposes of development or other use.

Site or parcel coverage. The percentage of total site area occupied by structures. Structure/building coverage includes the primary structure, and all allowable accessory structures. Structure/building coverage is measured from exterior wall to exterior wall.

Site plan. A plan, prepared to scale, showing accurately and with complete dimensioning all of the uses proposed for a specific parcel of land. See Chapter 56 of this title for requirements.

Site plan review. The review of development projects in compliance with Chapter 56 of this title (Site Plan Review). The review shall determine if the proposed development is in full compliance with the General Plan, any applicable specific plan, applicable City guidelines, and the provisions and standards identified in this Development Code.

Slope. A natural or artificial incline, as a hillside or terrace. Slope is usually expressed as a ratio. For example, a horizontal distance of one hundred feet (100') with a rise of fifty feet (50') would be expressed as a 2:1 slope. (Also see "grade" and "top and toe of slope.")

Slot car/radio controlled racing. Establishments providing indoor amusement and entertainment services for a fee or admission charge that contain customary facilities for slot car/radio controlled racing, including appropriate accommodations for spectators. May also include limited associated commercial operations (e.g., car equipment sales, food and/or beverage service, etc.).

Small day care homes. See "child day care facilities."

Snowmobile/jet skis sales. Retail establishments selling and/or renting new and/or used snowmobiles, jet skis, quad runners, and directly related equipment. Includes parts sales and/or service repair shops only when part of a dealership selling new snowmobiles, jet skis, and related equipment on the same site.

Sober living home. See "group housing – residential care home/facility" and Section [9.40.100](#), Group housing.

Soft drink fountains. See "retail stores, general merchandise."

Software manufacturing. Establishments engaged in the design, development, engineering, packing, production, and testing of computer software products.

Solar access. The airspace over a parcel that provides access for a solar energy system to absorb energy from the sun.

Sorority. A building or structure housing a group of women associated for their common interests. Such group may eat, sleep, and otherwise use such facilities as are provided on the premises.

Specific plan. As provided by Government Code Section [65450](#) et seq., a detailed plan for the systematic implementation of the General Plan for all or part of the area covered by the General Plan.

Sporting goods stores. See "retail stores, general merchandise."

Sports and recreational facilities. Public and private indoor and/or outdoor facilities providing sports and recreational opportunities (e.g., basketball or tennis courts, batting cages, driving ranges, skateboard parks, sport fields, etc.). May also include limited associated commercial operations (e.g., sports equipment sales, food and/or beverage service, etc.).



Sports arenas. Indoor and outdoor facilities for spectator oriented sports, and other public assembly facilities for concerts, events, and outdoor theater, which include: amphitheaters, arenas, fairgrounds, field houses, stadiums and coliseums, and facilities for other sports that are considered commercial, including rodeos.

Stables, commercial. A structure for the keeping of horses, mules, or ponies which are rented, used, or boarded for compensation.

Stables, private. An accessory structure for the keeping of horses or ponies for the use of occupants of the premises, in compliance with Section [9.40.040](#) (Animal keeping).

Stables, public. A stable other than a private stable.

Stamp and coin brokers. See "retail stores, general merchandise."

Stand, temporary. The same as "structure, temporary."

Stations, fueling. Retail establishments engaged in the business of selling gasoline and/or other motor vehicle fuels. May also provide retail sales (consuming less than four hundred (400) square feet of total floor area), but which is clearly secondary and incidental to the fuel sales. May be a standalone facility or part of a larger retail outlet (e.g., department store or supermarket). Does not include any vehicle maintenance and repair services, or other operations of a similar nature.

Stations, service. Retail establishments engaged in the business of selling gasoline and/or other motor vehicle fuels. May also provide minor vehicle maintenance and repair services and/or retail sales (consuming less than four hundred (400) square feet of total floor area), all of which is clearly secondary and incidental to the fuel sales. May also include: a fully enclosed automated self-service washing facility, accessory towing, and trailer rental services, but not the repair, sale, or storage of wrecked or abandoned motor vehicles, the rental of vehicle storage or parking spaces, or motor vehicle body, fender, painting, or other similar work.

Stone and cut stone products. Manufacturing establishments primarily engaged in cutting, shaping, and finishing granite, marble, slate, and other stone for building and miscellaneous uses. Also includes establishments primarily engaged in buying or selling partly finished monuments and tombstones.

Storage, indoor. The storage of various materials entirely within an enclosed structure, as the primary use of the structure. The storage of materials, supplies, and products clearly secondary and incidental to a primary use is not considered a land use separate from the primary or main use.

Storage, outdoor. The storage of various materials outside of a structure, other than permanently installed fencing, either as an accessory or primary use, including feed and fuel yards, petroleum bulk plants, and transit storage.

Storage, self-service, personal storage facilities. A structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces and characterized by low parking demand. Also known as "mini-storage."

Storage yards. See "storage, outdoor."

Story. That portion of a structure included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it.

Story, one-half (1/2). The same as "half-story."

Street. A public thoroughfare accepted by the City, which affords principal means of vehicular access to abutting property, including avenue, boulevard, drive, highway, lane, place, road, way, and any other vehicular thoroughfare except an alley. See "subdivision terms."

Street centerline. The center line of a street right-of-way as established by official surveys.

Street line. The boundary line between the street right-of-way and abutting property.

Street, local. Any street, dedicated as such, serving as the principal means of access to property which is not shown as a major or secondary highway or major traffic street on the General Plan of the City.

Street side. That street bounding a corner or reversed corner lot and which street extends in the same general direction as the line determining the depth of the lot.

Structural alteration. Any change in the supporting members of a building, such as in a bearing wall, column, beam or girder, floor or ceiling joint, roof rafter, roof diaphragm, foundation, pile, or retaining wall, or similar components. Anything constructed or erected, the use of which requires attachment to the ground or attachment to something located on the ground. For the purposes of this Development Code, the term "structure" includes "buildings."

Structural clay and pottery products. Manufacturing establishments primarily producing brick and structural clay products, including china plumbing fixtures, vitreous china articles, fine earthenware, porcelain electrical supplies and parts, and pipe. Artist/craftsman uses are included in "handcraft industries, small scale manufacturing."

Structure. Anything constructed or erected, the use of which requires attachment to the ground or attachment to something located on the ground. For the purpose of this Development Code, the term "structure" includes "buildings."

Structure – temporary. Shall mean a structure which is readily movable and used, or intended to be used, for a period not to exceed ninety (90) consecutive days, or a period consistent with an approved temporary use under Chapter 60 of this title, Temporary Use Permits.



Studios, art, dance, music, and photography. Small scale facilities with one classroom/instruction space, typically accommodating one group of students at a time, in no more than one instructional space. These include facilities for: individual and group instruction and training in the arts; production rehearsal; photography, and the processing of photographs produced only by users of the studio facilities; martial arts training studios; gymnastics instruction, and gymnastics studios with no other fitness facilities or equipment; yoga; and pilates. Larger facilities (e.g., multi-classrooms) are included under the definition of "schools – specialized education and training."

Subdivision terms used in Division 7 of this title (Subdivisions).

1. Alley. Shall mean any dedicated way intended for vehicular service to the rear or side of property served by a street.
2. Arterial street. Arterial streets are identified in the Circulation Element of the General Plan.
3. Block. A parcel of subdivided or unsubdivided land set apart and bounded by public streets.
4. Cul-de-sac street. A street having only one outlet for vehicular traffic and which is not intended to be extended or continued to serve future subdivisions on adjacent lands.
5. Easement. A space on a parcel of land, and so indicated on a subdivision map or in a deed restriction, reserved for and/or used for public utilities, and/or private or public purposes.
6. Final map. A map showing a subdivision for which a tentative and final map is required by State law (Government Code Section [66426](#)), prepared in compliance with the provisions of this Development Code and the Subdivision Map Act and designed to be recorded with the County Recorder.
7. Frontage street. A minor street which is parallel to and adjacent to a major street, limited access highway, or freeway and which provides access to abutting properties while relieving them of the effects of heavy volumes of fast, through traffic.
8. Freeway. Shall mean a highway for through traffic, with full control of access, and generally with grade separations at intersections.
9. Improvement plans. The plans, profiles, cross sections, and specifications of all proposed improvements, including the information required by Chapters 110 (Subdivision Design and Improvement Requirements) and 112 (Improvement Plans, Installation, and Security) of this title.
10. Major street. An arterial or limited access expressway designated in the Circulation Element of the General Plan which, because of its design and location with respect to other streets and other sources of traffic, is used or designed to carry relatively heavy volumes of traffic through an urban area, or between urban areas, or as an approach to a highway or a freeway.

11. Map Act. See "Subdivision Map Act or Map Act."
12. Mini parks. Generally one acre in size, centrally located within the quarter sections of residential subdivisions. See also "neighborhood parks."
13. Minor street. A local street because of its design and location with respect to other streets is used primarily for access to the abutting properties. Minor street intersections within subdivisions shall generally be designed as "T" intersections. See also "frontage street."
14. Neighborhood parks. An open space area of variable size, including lawn area, trees, shrubbery, walks, benches, playground area, and other related uses deemed appropriate by the review authority.
15. Nonaccess strip. A strip adjoining the property line within a street right-of-way, which is intended to prevent access to abutting properties from the street, and may be planted with trees or otherwise landscaped.
16. Outlot. (See definition "lot or parcel," subsection 7, "outlot.")
17. Parcel. See "lot or parcel."
18. Parcel map. The subdivision map described by Map Act, Article 3, Chapter 2, which is required to complete a subdivision of four (4) or fewer lots.
19. Pedestrian way. A public way designed for use by pedestrians not intended either for use by motor vehicles nor located within a street right-of-way.
20. Planting strip. A strip located between the sidewalk and the property line, or between the curb and sidewalk within a street right-of-way (parkway), or between the pavement of a frontage street and the major street, limited access highway, or freeway it parallels and which is intended to be planted with trees or otherwise landscaped.
21. Secondary street. A street designated as a collector street in the Circulation Element of the General Plan which, because of its location with respect to other streets and other sources of traffic, is used or designed to carry moderately heavy volumes of traffic between portions of urban areas or between major streets.
22. Soil. The top layer of the earth's surface, consisting of rock and mineral particles mixed with organic matter.
23. Soils engineer (geotechnical engineer). An engineer experienced and knowledgeable in the practice of soils (geotechnical) engineering.



24. Soils engineering. The application of the principles of soils mechanics in the investigation, evaluation, and design of civil works involving the use of earth materials and the inspection or testing of the resulting construction.
25. Standard specifications. The "Standard Specifications of the City," as may be amended from time to time.
26. Storm drain system. Publicly owned facilities operated by the City, or the Fresno Metropolitan Flood Control District, by which storm water is collected and/or conveyed, including any curbs, gutters, inlets, municipal streets, piped storm drains, pumping facilities, natural and human-made or altered drainage channels, reservoirs, retention and detention basins, roads with drainage systems, and other drainage structures which are within the City.
27. Storm water. Any surface flow, runoff, and drainage consisting entirely of water from rainstorm events.
28. Stubbed street. A street having only one outlet for vehicular traffic and which is intended to be extended or continued to serve future subdivisions on adjacent lands.
29. Subdivision. The division, by any subdivider, of any unit or portion of land shown on the latest equalized Fresno County assessment rolls as a unit or contiguous units, for the purpose of sale, lease, or financing, whether immediate or future. Property shall be considered as contiguous units, even if it is separated by roads, streets, utility easements, or railroad rights-of-way. Subdivision includes the following, as defined in Civil Code Section [1715](#): a condominium project, a community apartment project, or the conversion of five (5) or more existing dwelling units to a stock cooperative.
30. Subdivision improvements. Subdivision improvements include but are not limited to electric and gas lines, sanitary sewers, storm drainage facilities, streets, and water supply facilities.
31. Subdivision Map Act or Map Act. Division 2, Title 7 of the California Government Code, commencing with Section [66410](#) as presently constituted, and as it may be amended from time to time.
32. Tentative map. A map prepared for the purpose of showing the design and improvement of a proposed subdivision, including the existing conditions both in and around the subject property, and need not be based upon an accurate or detailed final map or survey.
33. Vesting tentative map. A map which meets the requirements of Map Act Section 66452, and if approved, expressly confers a vested right to proceed with the development in substantial compliance with the ordinances, policies, and standards in effect at the time the application for approval of the vesting tentative map is determined complete, in compliance with Map Act Section 66498.1.

Supermarkets. Retail establishments, including groceries and grocery stores, having fifteen thousand (15,000) or more square feet of floor area, devoted principally to the sale of food.

Supply rentals (health, party, and sickroom). Establishments engaged in the rental of health, party, and sickroom equipment and related supplies.

Supportive housing. See Section [9.40.100](#), Group housing.

Surgical and medical instrument manufacturing. Establishments engaged in manufacturing medical, ophthalmic, surgical, and veterinary instruments and apparatus (except electromedical, electrotherapeutic, and irradiation apparatus).

Surgical appliance and supply manufacturing. Establishments engaged in manufacturing surgical appliances and supplies.

Swimming pools. Shall mean any permanent structure containing water more than eighteen inches (18") deep intended for recreational purposes.

Swimming pools sales. Retail establishments engaged in the sale, installation, and service of swimming pools, spas, and related equipment. May also include the sale, installation, and service of outdoor patio furniture and cooking and heating equipment. See also "outdoor retail sales and activities."

Swimming schools. Establishments offering specialized training in swimming, diving, and other water-related activities (e.g., scuba diving). May also include limited associated commercial operations (e.g., swimming clothing and equipment sales, food and/or beverage service, etc.).

#### **9.40.030 Accessory uses and structures.**

This section provides standards for accessory uses and structures allowed in the applicable residential zoning districts (see Section [9.10.020](#) (Residential district land uses and permit requirements), subject to the following criteria and standards:

A. Definition. Accessory residential uses and structures include any that are:

1. Customarily related to a residence, including garages, greenhouses, storage sheds, studios, above ground swimming pools/spas, and workshops;
2. Not counted as or containing a living area; and
3. A minimum of sixty-four (64) square feet in gross floor area.

B. Relationship of accessory use to the main use. Accessory uses and structures shall be incidental to and not alter the residential character of the subject site.

C. Attached structures. An attached accessory structure shall:



1. Be compatible with and made structurally a part of the main structure (e.g., share a common wall with the main structure, rely partially on the main structure for structural support, or be attached to the main structure);
2. Comply with the requirements of this Development Code applicable to the main structure, including coverage, height, and setbacks; and
3. Be compatible with the materials and colors of the main structure.

D. Detached structures.

1. Detached accessory structures shall require a rear yard encroachment permit if located in the rear setback area. The accessory structure cannot exceed the allowable site coverage for the zone district. A building permit is required for any structure over one hundred twenty (120) square feet in size.

2. Detached accessory structures shall:

- a. Not exceed a height of twelve feet (12'); with additional height subject to approval of an administrative use permit in compliance with Chapter 62 of this title, not to exceed the height limit of the applicable zoning district;

- b. Where an accessory building, either attached to or detached from the main building, is less than six (6') feet from such main building, such accessory building shall be deemed a main building for the purposes of applying the property development standards. The required setbacks and maximum height of the main structure shall apply to an accessory structure located less than six (6') feet from such main building.**

- cb.** Be compatible with the materials and colors of the main structure; and

- de.** Shall comply with building and fire code separation standards.

E. Setback requirements. Setbacks shall be in compliance with Table 4-1 (Required Setbacks – Accessory Residential Uses and Structures).

1. Maximum height shall be as per the following and Figure 4-1:
  - a. Within allowable building area: same height as permitted for the main structure.
  - b. Within rear yard setback area: twelve-foot (12') overall height. With an approved administrative use permit, accessory buildings in excess of twelve feet (12') in height with a plate height no greater than twelve feet (12'). Freestanding fireplace units shall be a maximum of twelve feet (12') to the top of the flue.

- c. Within required rear/side yard: eight-foot (8') overall height.

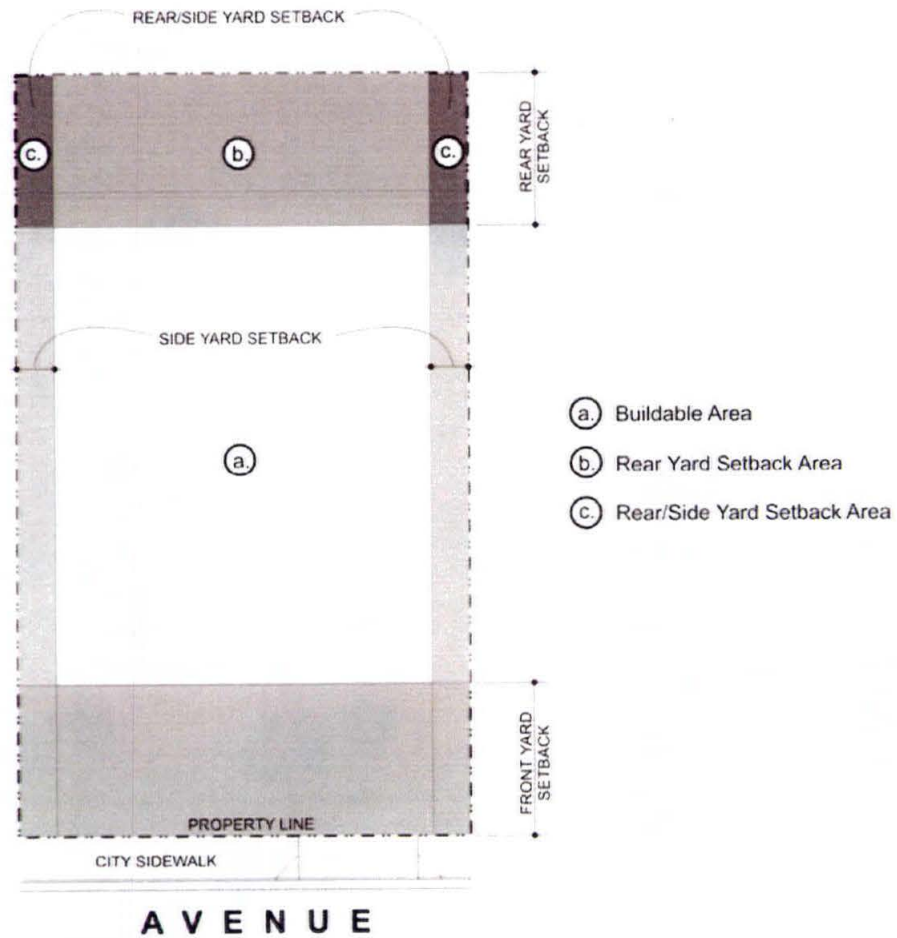


FIGURE 4-1  
SETBACKS



**TABLE 4-1  
REQUIRED SETBACKS  
ACCESSORY RESIDENTIAL USES AND STRUCTURES**

<b>ACCESSORY STRUCTURE</b>	<b>TYPE OF SETBACK (1)</b>	<b>REQUIRED SETBACK</b>
<b>SINGLE-FAMILY DETACHED HOMES</b>		
Garage, gazebo, greenhouse, lightweight frame structure, patio cover, storage shed, workshop <b>(2)</b>	Front, sides, and rear	As required for the main structure, 5-foot minimum for structure 120 sq. ft. and greater. No requirement for structures < 120 sq. ft. side and rear.
	Between detached structures	As required for the main structure, 5-foot minimum <b>(5)</b>
<b>SINGLE-FAMILY DETACHED HOMES (Continued)</b>		
Fish pond, outdoor play equipment, spa, swimming pool	Front	20 feet
	Sides	5 feet
	Street side	10 feet
	Rear	5 feet
	Reverse corner side yard	15 feet
Stationary barbecue, fire pit	Front	10 feet
	Sides	3 feet
	Street side	10 feet <b>(3)</b>
	Rear	3 feet
Small cargo containers (aka pods and seatrains)	Front	10 feet <b>(4)</b>
	Sides	3 feet
	Street side	10 feet <b>(3)</b>
	Rear	3 feet

**TABLE 4-1  
REQUIRED SETBACKS  
ACCESSORY RESIDENTIAL USES AND STRUCTURES**

<b>ACCESSORY STRUCTURE</b>	<b>TYPE OF SETBACK (1)</b>	<b>REQUIRED SETBACK</b>
Air conditioning equipment, pool and spa equipment	Front	20 feet
	Sides	3 feet
	Street side	10 feet
	Rear	3 feet
<b>MULTIFAMILY, ATTACHED/DETACHED</b>		
Garage, gazebo, greenhouse, lightweight frame structure, patio cover, storage shed, workshop	Sides, street side	As required for main structure
	Rear	As required for main structure
Small cargo containers (aka pods and seatrains)	Front, sides, street side, and rear	As required for main structure <b>(4)</b>
Air conditioning equipment, fish pond, outdoor play equipment, pool and spa equipment, spa, swimming pool	Front, sides, street side, and rear	As required for main structure
Stationary barbecue, fire pit	Front	10 feet
	Side	3 feet
	Street side	10 feet
	Rear	3 feet

**Notes:**

- (1) Where a parcel is situated so that the front, side, or rear property lines are not readily determinable, required setbacks shall be established by the Director.



- (2) Garages on corner or reverse corner lots shall not be built closer than twenty feet (20') to any street side property line.
- (3) Reverse corner lots shall maintain a minimum street (e.g., front or street side) setback of fifteen feet (15'), or as required by the subject zoning district.
- (4) ~~May only be located in the front yard for up to a maximum of thirty (30) days and only with a temporary use permit issued in compliance~~ **Shall comply with Section 9.40.060, Chapter 60 of this title.**
- (5) Accessory structures over one hundred twenty (120) square feet may be located within three feet (3') of a side yard when the front face is more than eighty-five feet (85') from the front property line.

F. Lightweight frame structures. This subsection provides standards for accessory lightweight frame structures allowed in the applicable residential zoning districts (see Section [9.10.020](#) (Residential district land uses and permit requirements)), subject to the following criteria and standards:

1. A lightweight frame structure located in any residential zoning district shall meet all required front, side, and rear setback requirements for the main structure.
2. A lightweight frame structure in excess of one hundred twenty (120) square feet of roof area may encroach into the rear setback but only with a rear yard encroachment permit, provided:
  - a. The structure is at least six feet (6') away from the main structure;
  - b. The structure shall not be located in the required side setback for the zoning district in which it is located;
  - c. Space equal to the reduction (e.g., the amount of the rear yard encroachment) shall be provided elsewhere on the subject parcel, exclusive of the required yard area. The replacement space shall **be equal to the total square footage encroaching into the rear yard setback** ~~have minimum dimensions of eight feet (8') by eight feet (8')~~ and shall be located in a manner suitable for general use by the occupants.
  - d. The standards for issuance of a rear yard encroachment permit are satisfied; and
  - e. In no event shall the standards for issuance of a rear yard encroachment permit be considered satisfied unless the applicant first submits, together with the required site plan, written statements, or other evidence deemed satisfactory to the Director, that all adjoining property owners have consented to the requested encroachment.

3. A detached lightweight frame structure of less than one hundred twenty (120) square feet of roof area may encroach into a side or rear setback, and shall be allowed up to the property line, ~~provided, the structure is at least six feet (6') away from the main structure.~~

4. Building permit requirements. **Lightweight frame structures shall be subject to the California Building Code requirements.**

a. A detached lightweight frame structure **of any size of less than one hundred twenty (120) square feet of roof area** shall ~~not~~ require the issuance of a building permit, ~~unless electrical is included, in which case a building permit shall be required.~~

~~b. A lightweight frame structure with over one hundred twenty (120) square feet of roof area shall require the issuance of a building permit.~~

5. In no event shall any lightweight frame structure result in the maximum lot coverage restrictions for the subject zoning district being exceeded.

6. In no event shall any lightweight frame structure exceed twelve feet (12') in overall height or seven feet (7') in overall height within three feet (3') of a property line.

7. Each application shall be reviewed for compliance with the requirements of Chapter 1 of Title 8 and the State Building Standards Code, Title 24, Chapter 31, Division II (Membrane Structures). (§ 2, Ord. 14-13, eff. October 8, 2014)

#### 9.10.030 Residential district general development standards.

A. Compliance with Table 2-3 required. New land uses and structures, and alterations to existing land uses and structures, shall be designated, constructed, and/or established in compliance with the requirements in Table 2-3, in addition to the general development standards (e.g., landscaping, parking and loading, etc.) in Division 3 of this title (Development and Operational Standards).

**TABLE 2-3  
RESIDENTIAL ZONES GENERAL DEVELOPMENT STANDARDS  
REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT**

Development Feature	A	R-R	R-A
Minimum Parcel Size	20 acres	2 acres	24,000 sq. ft.
Minimum Parcel Width	250 ft.	110 ft.	110 ft.
Minimum Corner Parcel Width	250 ft.	110 ft.	110 ft.



**TABLE 2-3**  
**RESIDENTIAL ZONES GENERAL DEVELOPMENT STANDARDS**  
**REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT**

<b>Development Feature</b>	<b>A</b>	<b>R-R</b>	<b>R-A</b>
Minimum Reverse Corner Parcel Width	250 ft.	110 ft.	110 ft.
Minimum Parcel Depth	500 ft.	130 ft.	130 ft.
Maximum (Gross) Density	1 DU/20 acres	1 DU/2 acres	1 DU/24,000 sq. ft. (1.82 DU/1 acre)
<b>Setbacks Required from the Property Line or Adopted Plan Line (1)</b>			
Front	35 ft.	35 ft.	35 ft.
Side (Each)	10 ft.		
Street Side	25 ft.		
Reversed Corner (Street Side)	25 ft.		
Rear	20 ft.		
Accessory Structures	See Section <a href="#">9.40.030</a> (Accessory uses and structures)		
Maximum Parcel Coverage	30%		
Main Structure – Maximum Height (Whichever Is Less)	35 ft./2-1/2 stories		
Accessory Structure – Maximum Height (Whichever Is Less)	See Section <a href="#">9.40.030</a> (Accessory uses and structures)		
Antennas, Vertical	See Chapter 42 of this title (Wireless Telecommunication Facilities)		
Fences/Walls/Hedges	See Section <a href="#">9.24.060</a> (Fences, walls, and hedges)		
Off-Street Parking	See Chapter 32 of this title (Parking and Loading Standards)		
Satellite Antennas	See Chapter 42 of this title (Wireless Telecommunication Facilities)		

Notes:

- (1) No main structure shall be erected within fifty feet (50') of a railroad or freeway right-of-way. A garage or carport shall be located not less than twenty feet (20') from any street frontage where the garage door or carport opening faces the street.
- (2) A reverse corner lot may process an administrative use permit (AUP) to construct side yard fencing at five feet (5') from property line. There shall be a ten-foot (10') corner cut off for sight distance visibility.
- (25) A parcel siding a freeway right-of-way shall have a minimum width of one hundred feet (100'). A cul-de-sac parcel in the R-1-B District shall have a minimum street frontage width of sixty feet (60'). A cul-de-sac parcel in the R-1-AH District shall have a minimum street frontage width of eighty feet (80'). A cul-de-sac parcel in the R-1-A District shall have a minimum street frontage width of fifty feet (50').

**TABLE 2-3**  
**RESIDENTIAL ZONES GENERAL DEVELOPMENT STANDARDS**  
**REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

<b>Development Feature</b>	<b>R-1-A, R-1-AH</b>	<b>R-1-B</b>
Minimum Parcel Size	18,000 sq. ft.	12,000 sq. ft.
Minimum Parcel Width	110 ft. <b>(25)</b>	80 ft. <b>(2)</b>
Minimum Corner Parcel Width	110 ft.	90 ft.
Minimum Reverse Corner Parcel Width	110 ft.	95 ft.
Minimum Parcel Depth	130 ft.	110 ft. <b>(4)</b>
<b>Setbacks Required (1)</b>		
Front	35 ft. <b>(5)</b>	35 ft. <b>(5)</b>
Side (Each)	10 ft.	5 ft. (with an aggregate side setback of 20 ft. minimum) <b>(6)</b>
Street Side	25 ft.	20 ft.
Reversed Corner (Street Side)	25 ft.	25 ft.
Rear	20 ft.	20 ft.
Accessory Structures	See Section <a href="#">9.40.030</a> (Accessory uses and structures)	
Maximum Parcel Coverage <b>(8)</b>	30%	35%



**TABLE 2-3**  
**RESIDENTIAL ZONES GENERAL DEVELOPMENT STANDARDS**  
**REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

Development Feature	R-1-A, R-1-AH	R-1-B
Main Structure – Maximum Height (Whichever Is Less)	35 ft./2-1/2 stories	
Accessory Structure – Maximum Height (Whichever Is Less)	See Section <a href="#">9.40.030</a> (Accessory uses and structures)	
Antennas, Vertical	See Chapter 42 of this title (Wireless Telecommunication Facilities)	
Fences/Walls/Hedges	See Section <a href="#">9.24.060</a> (Fences, walls, and hedges)	
Off-Street Parking	See Chapter 32 of this title (Parking and Loading Standards)	
Satellite Antennas	See Chapter 42 of this title (Wireless Telecommunication Facilities)	

Notes:

- (1) No main structure shall be erected within fifty feet (50') of a railroad or freeway right-of-way. A garage or carport shall be located not less than twenty feet (20') from any street frontage where the garage door or carport opening faces the street.
- (2) A parcel siding a freeway right-of-way shall have a minimum width of one hundred feet (100'). A cul-de-sac parcel shall have a minimum street frontage width of sixty feet (60').
- (3) A parcel with a rear property line abutting a freeway right-of-way shall have a minimum parcel depth of one hundred fifty feet (150').
- (4) A parcel abutting a major or secondary highway shall have a minimum parcel depth of one hundred twenty feet (120').
- (5) A cul-de-sac parcel shall have a minimum front setback of twenty-five feet (25').
- (6) A parcel developed with a side setback of less than seven feet (7'), additions may be made at a side setback no less than five feet (5').
- (7) A corner parcel shall have a minimum street side setback of twenty feet (20'), and reverse corner parcel shall have a minimum street side setback of twenty-five feet (25').

- (8) In Single-Family Residential Districts, the Director, through a single-family residential site plan review application, may grant a bonus parcel coverage provision of up to forty-five percent (45%) in compliance with subsection B of this section (Bonus parcel coverage). A particular model home, existing home or subdivision may be granted bonus parcel coverage based upon the provision of amenities identified in subsection B of this section.
- (25) A parcel siding a freeway right-of-way shall have a minimum width of one hundred feet (100'). A cul-de-sac parcel in the R-1-B District shall have a minimum street frontage width of sixty feet (60'). A cul-de-sac parcel in the R-1-AH District shall have a minimum street frontage width of eighty feet (80'). A cul-de-sac parcel in the R-1-A District shall have a minimum street frontage width of fifty feet (50').
- (26) A reverse corner lot may process an administrative use permit (AUP) to construct side yard fencing at five feet (5') from property line. There shall be a ten-foot (10') corner cut off for sight distance visibility.

**TABLE 2-3**  
**RESIDENTIAL ZONES GENERAL DEVELOPMENT STANDARDS**  
**REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

Development Feature	R-1-C	R-1 (13)
Minimum Parcel Size	9,000 sq. ft.	6,000 sq. ft.
Minimum Parcel Width	70 ft. (10)	60 ft. (2)(24)
Minimum Corner Parcel Width	80 ft.	65 ft.
Minimum Reverse Corner Parcel Width	85 ft.	70 ft.
Minimum Parcel Depth	110 ft. (11)	100 ft. (4)
Setbacks Required (1)		
Front	25 ft. 20 ft. (reverse corner parcels)	20 ft.
Side (Each)	5 ft. (with an aggregate side setback of 14 ft. minimum) (6)	15% of the lot with total combined setback, 5 ft. each side
Street Side	15 ft. (7)(12)	10 ft. (12)
Reversed Corner (Street Side)	20 ft. (12)	15 ft. (12)
Rear	20 ft.	



**TABLE 2-3**  
**RESIDENTIAL ZONES GENERAL DEVELOPMENT STANDARDS**  
**REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

Development Feature	R-1-C	R-1 (13)
Accessory Structures	See Section <a href="#">9.40.030</a> (Accessory uses and structures)	
Maximum Parcel Coverage (8)	40%	40%
Main Structure – Maximum Height (Whichever Is Less)	35 ft./2-1/2 stories	
Accessory Structure – Maximum Height (Whichever Is Less)	See Section <a href="#">9.40.030</a> (Accessory uses and structures)	
Antennas, Vertical	See Chapter 42 of this title (Wireless Telecommunication Facilities)	
Fences/Walls/Hedges	See Section <a href="#">9.24.060</a> (Fences, walls, and hedges)	
Off-Street Parking	See Chapter 32 of this title (Parking and Loading Standards)	
Satellite Antennas	See Chapter 42 of this title (Wireless Telecommunication Facilities)	

Notes:

- (1) No main structure shall be erected within fifty feet (50') of a railroad or freeway right-of-way. A garage or carport shall be located not less than twenty feet (20') from any street frontage where the garage door or carport opening faces the street.
- (2) A parcel siding a freeway right-of-way shall have a minimum width of one hundred feet (100'). A cul-de-sac parcel shall have a minimum street frontage width of fifty feet (50').
- (3) A parcel with a rear property line abutting a freeway right-of-way shall have a minimum parcel depth of one hundred fifty feet (150').
- (4) A parcel abutting a major or secondary highway shall have a minimum parcel depth of one hundred twenty feet (120').
- (5) A cul-de-sac parcel shall have a minimum front setback of twenty-five feet (25').
- (6) A parcel developed with a side setback of less than seven feet (7'), additions may be made at a side setback no less than five feet (5').

- (7) A corner parcel shall have a minimum street side setback of twenty feet (20'), and reverse corner parcel garages shall have a minimum street side setback of twenty-five feet (25').
- (8) In Single-Family Residential Districts, the Director, through a single-family residential site plan review application, may grant a bonus parcel coverage provision of up to forty-five percent (45%) in compliance with subsection B of this section (Bonus parcel coverage). A particular model home, existing home or subdivision may be granted bonus parcel coverage based upon the provision of amenities identified in subsection B of this section.
- (10) A parcel siding a freeway right-of-way shall have a minimum width of ninety feet (90'). A cul-de-sac parcel shall have a minimum street frontage width of sixty feet (60').
- (11) A parcel abutting a major or secondary highway shall have a minimum parcel depth of one hundred twenty feet (120'). A parcel with a rear property line abutting a freeway right-of-way shall have a minimum parcel depth of one hundred thirty feet (130').
- (12) Private garages located in the side yard area and facing the street shall be set back at least twenty feet (20') from the property line on the side street and not less than five feet (5') from the rear property line of a reversed corner lot.
- (13) The minimum parcel area shall be designated on the Zone Map for each R-1 parcel, as follows: R-1-24,000 sq. ft.; R-1-18,000 sq. ft.; R-1-9,500 sq. ft.; R-1-7,500 sq. ft.; R-1-6,000 sq. ft.
- ~~(24) No lot shall have a maximum lot width to depth ratio exceeding two and one half (2 1/2) to one.~~
- (25) A parcel siding a freeway right-of-way shall have a minimum width of one hundred feet (100'). A cul-de-sac parcel in the R-1-B District shall have a minimum street frontage width of sixty feet (60'). A cul-de-sac parcel in the R-1-AH District shall have a minimum street frontage width of eighty feet (80'). A cul-de-sac parcel in the R-1-A District shall have a minimum street frontage width of fifty feet (50').
- (26) A reverse corner lot may process an administrative use permit (AUP) to construct side yard fencing at five feet (5') from property line. There shall be a ten-foot (10') corner cut off for sight distance visibility.

#### **9.40.060 Cargo container standards.**

This section provides locational and operational standards for temporary use of cargo containers which are allowed only in compliance with the following standards:

##### **A. The cargo containers may:**

1. Be allowed in commercial and industrial zoning districts for temporary storage, holiday seasonal sales and special events subject to site plan review and the following:



a) In industrial and commercial zone districts, no more than two (2) containers, not to exceed five hundred (500) square feet, may be kept on any one site. Additional storage units may be permitted subject to a conditional use permit.

b) Utility installations (electrical, water, sewer) are prohibited for storage containers in commercial zone districts.

c) For permanent storage within industrial zone districts, placement must provide a permanent foundation, electrical and plumbing permits;

2. Be allowed in residential districts for a limited (maximum one year) period during construction or remodeling on site with a valid building permit (must be removed within fourteen (14) days of occupancy permit). Containers cannot be located within any required setbacks, parking or landscaped areas, and screened from view of public streets and adjacent residences;

**3. Be allowed in residential districts for a limited (maximum three (3) weeks) period for moving purposes and shall not require a building permit. Containers cannot be located within any required setbacks, parking or landscaped areas.**

43. Be allowed in any zone district as part of a construction site, in conjunction with the issuance of a valid building permit; provided, the containers are located on or immediately adjacent to the subject construction site;

54. Not be allowed if their presence would impede traffic circulation, reduce parking spaces below the minimum number required (if applicable), be visible from any public street or right-of-way, except during allowed construction activity, or impair public health or safety;

65. Containers are for storage use only (no habitable space);

76. No stacking of units is permitted;

87. Container location shall be a minimum of ten feet (10') from all buildings and property lines;

98. Flammable/combustible liquids and hazardous materials must be stored under exempt amounts per outdoor control area as defined in the current adopted version of the California Fire Code;

109. If the container has a combustible floor, it cannot be used to store a motor vehicle;

1140. Any structural alterations to the cargo container shall be designed and detailed by a licensed engineer or licensed architect;

1244. No connecting structures are permitted between containers;

1342. Surrounding property shall be free of vegetation other than approved landscaping; and

**1413.** Not be allowed without the prior approval of a site plan review in compliance with Chapter 56 of this title.

B. Separate application and fee.

1. A separate application and fee in compliance with the City's Fee Schedule shall be required for temporary cargo containers to be used during allowed holiday seasonal sales.

2. A separate application or fee shall not be required for temporary cargo containers to be used only during allowed construction activities in compliance with a valid building permit. (§ 2, Ord. 14-13, eff. October 8, 2014)

**9.10.020 Residential district land uses and permit requirements.**

A. Allowed land uses. Table 2-2 identifies the uses of land allowed by this Development Code in each residential zoning district, and the land use permit required to establish each use, in compliance with Division 5 of this title (Land Use/Development Review Procedures).

B. Prohibited land uses. Any table cell left blank shall mean that the listed land use is prohibited in that specific zoning district.

C. Site plan review required. Any change of use and all construction activities (e.g., additions, alterations, new construction, reconstruction, or remodeling) shall be subject to site plan review approval as set forth in Chapter 56 of this title (Site Plan Review).

D. Applicable sections. Where the last column in the tables ("See Section") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Development Code may also apply.

E. Special review required. A conditional use permit (Chapter 64 of this title, Conditional Use Permits) shall be required for all R-1-PD applications.

F. Annexation agreement. The uses in Table 2-2 can be modified as set forth in Section [2.1.35](#) using an annexation agreement approved by the City Council.



**TABLE 2-2**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR RESIDENTIAL ZONING DISTRICTS**

Land Use (1)	Permit Requirement by District								
	A	R-R	R-A	R-1 (2)	R-2	R-3	R-4	MHP (4)	See Section
<b>Residential</b>									
Accessory Residential Dwelling Units	A	A	A	A					<a href="#">9.40.020</a>
Accessory Uses and Structures	P	P	P	P	P	P	P	P	<a href="#">9.40.030</a>
Alcohol and Drug Treatment, 6 or Fewer	P	P	P	P	P	P	P	P	<a href="#">9.40.100</a>
Alcohol and Drug Treatment, 7 or More						C			<a href="#">9.40.100</a>
Bed and Breakfast Inns	C	C	C	C	C	C	C		<a href="#">9.40.050</a>
Boarding Home						C			
Caretaker/ <del>Employee Housing</del>	P	A	A					A	
Community Apartments and Condominiums					C	C	C		<a href="#">9.106.030</a>
Convents and Rectories Connected to Religious Institutions/ Facilities	C	C	C	C	C	C	C		<del><a href="#">9.64.020(B)</a></del>
Day Care Home, Large Child and/or Adult		A	A	A	A	A	A		<a href="#">9.40.080</a>
<b>Residential (Continued)</b>									
Day Care Home, Small Child and/or Adult	P	P	P	P	P	P	P	P	<a href="#">9.40.080</a>

**TABLE 2-2**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR RESIDENTIAL ZONING DISTRICTS**

Land Use (1)	Permit Requirement by District								
	A	R-R	R-A	R-1 (2)	R-2	R-3	R-4	MHP (4)	See Section
Density Bonuses	P	P	P	P	P	P	P		<a href="#">9.26</a>
Domestic Violence Shelter, Small	A	A	A	A	A	A	A	A	<a href="#">9.40.100</a>
Domestic Violence Shelter, Large	C	C	C	C	C	C	C	C	<a href="#">9.40.100</a>
<b>Employee Housing, 6 or Fewer</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>				
<b>Farmworker Housing, up to 12 units or 36 beds</b>	<b>P</b>	<b>P</b>	<b>P</b>						
Group Care Home, 6 or Fewer	P	P	P	P	P	P	P	P	<a href="#">9.40.100</a>
Group Care Home, 7 or More						C			<a href="#">9.40.100</a>
Home Occupations	P	P	P	P	P	P	P	P	<a href="#">9.58, 9.40.100</a>
Homeless Emergency Shelter, 7 or More						C			<a href="#">9.40.100</a>
Household Pets	P	P	P	P	P	P	P	P	
Kennels, Private	C	C	C						
Manufactured Housing	P	P	P	P	P	P	P	P	
Mobile Housing								P	
Mobile Home Parks								P	
Modular Housing								P	
Multifamily Housing					P	P	P		Dev. Stds.
Parolee/Probationer Home						C			<a href="#">9.40.100</a>
<b>Residential (Continued)</b>									



**TABLE 2-2**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR RESIDENTIAL ZONING DISTRICTS**

Land Use (1)	Permit Requirement by District								
	A	R-R	R-A	R-1 (2)	R-2	R-3	R-4	MHP (4)	See Section
Senior <b>Assisted Living</b> <del>Congregate Care</del> Facilities	C	C	C	C	C	C	C	C	<del>9.64.020(B)</del>
Sober Living Homes, 6 or Fewer	P	P	P	P	P	P	P	P	<a href="#">9.40.100</a>
Sober Living Homes, 7 to 16						P			<a href="#">9.40.100</a>
Sober Living Homes Greater Than 16						C			<a href="#">9.40.100</a>
Supportive Housing	P	P	P	P	P	P	P	P	<a href="#">9.40.100</a>
Transitional Housing	P	P	P	P	P	P	P	P	<a href="#">9.40.100</a>
Single-Family Housing	P	P	P	P	P				
<b>Single Room Occupancy</b>							<b>C</b>		
Temporary Uses	TUP	TUP	TUP	TUP	TUP	TUP	TUP	TUP	<a href="#">9.60.020</a>
<b>Nonresidential</b>									
Airports and Aircraft Landing Facilities	C	C							<del>9.64.020(B)</del>
Broadcasting Studios		C	C						
Cemeteries	C	C	C	C	C	C	C	C	<del>9.64.020(B)</del>
Medical Services – Hospitals	C	C	C	C	C	C	C	C	<del>9.64.020(B)</del>
Medical Services – Extended Care	C	C	C	C	C	C	C	C	<del>9.64.020(B)</del>
Mini-Storage Facilities	C	C	C	C	C	C	C	C	<a href="#">9.40.130</a>
<b>Nonresidential (Continued)</b>									

**TABLE 2-2**  
**ALLOWABLE USES AND PERMIT REQUIREMENTS**  
**FOR RESIDENTIAL ZONING DISTRICTS**

Land Use (1)	Permit Requirement by District								
	A	R-R	R-A	R-1 (2)	R-2	R-3	R-4	MHP (4)	See Section
Natural Gas and Electric Facilities	C	C	C	C	C	C	C	C	<u>9.64.020(B)</u>
Public Utility Facilities	C	C	C	C	C	C	C	C	
Solar and Wind Generation Facilities	C	C	C	C	C	C	C	C	<u>9.64.020(B)</u>
Swimming Schools			C						
<b>Agricultural and Open Space Resources</b>									
Agricultural Uses	P	P	P						
Agricultural Products, Sale of When Grown On Site	A								
Animal Keeping (Farm) Including Apiaries	P	A	A						<u>9.40.040</u>
Community Gardens	P	P	A	A	A	A	A	A	
Open Space	P	P	P	P	P	P	P	P	
Plant Nurseries	A	A	A						
Rifle, Pistol or Archery Ranges	C	C	C						<u>9.64.020(B)</u>
Stables, Commercial	C	C							
Stables, Private	P	P	P	P (2)					<u>9.40.040(C)</u>
<b>Education, Public Assembly, and Recreation</b>									
Assembly/Meeting Facilities	C	C	C	C	C	C	C	C	
<b>Education, Public Assembly, and Recreation (Continued)</b>									



**TABLE 2-2  
ALLOWABLE USES AND PERMIT REQUIREMENTS  
FOR RESIDENTIAL ZONING DISTRICTS**

Land Use (1)	Permit Requirement by District								
	A	R-R	R-A	R-1 (2)	R-2	R-3	R-4	MHP (4)	See Section
Churches	C	C	C	C	C	C	C	C	
Golf Courses, Country Clubs	C	C	C	C	C	C	C	C	<u>9.64.020(B)</u>
Libraries, Public				C	C	C	C		
Parks and Public Playgrounds	P	P	P	P	P	P	P	P	
Schools, Private		C	C	C	C	C	C	C	
Schools, Public	P	P	P	P	P	P	P	P	
Stadia	C	C	C	C	C	C	C		<u>9.64.020(B)</u>
Trails	P	P	P	P	P	P	P	P	
<b>Communication Facilities</b>									
Satellite Dish Antennas	A	A	A	A	A	A	A	A	<u>9.42</u>
Radio and TV Antennas and Transmission	C	C	C	C	C	C	C	C	<u>9.42</u> , <u>9.64.020(B)</u>
Wireless Telecommunication Facilities	A	A	A	A	A	A	A	A	<u>9.42</u>

**Key to Permit Requirements**

Symbol	Applicable Process	See Chapter
P	Permitted use (3) (5)	<u>9.56</u>
A	Administrative use permit required (5)	<u>9.62</u>

**TABLE 2-2  
ALLOWABLE USES AND PERMIT REQUIREMENTS  
FOR RESIDENTIAL ZONING DISTRICTS**

Land Use (1)	Permit Requirement by District								
	A	R-R	R-A	R-1 (2)	R-2	R-3	R-4	MHP (4)	See Section
C	Conditional use – Conditional use permit required (5)								<a href="#">9.64</a>
Blank	Use not allowed								

Notes:

- (1) See Division 8 of this title for definitions of the land uses listed. See Section [9.08.030](#) (Allowable land uses and permit requirements).
  - (2) This column combines all R-1 sub-zones because the allowable land uses are identical, except for the allowance for horses to be maintained in the R-1-AH District on parcels of eighteen thousand (18,000) square feet or larger.
  - (3) A Director approved site plan review shall be required. See Chapter 56 of this title.
  - (4) For purposes of Table 2-2, the MHP District also includes the R-1-MHP District when installed in compliance with State law (Government Code Section [65852.3](#)).
  - (5) If there is a conflict between Table 2-2 and any written description setting forth allowable uses and permit requirements elsewhere in this title, the written description shall supersede unless it is clearly evident from the record that the contrary was intended. Disputes shall be resolved pursuant to Chapter 2 of this title.
- (§ 2, Ord. 14-13, eff. October 8, 2014; § 1 (Atts. 1, 2), Ord. 16-07, eff. May 4, 2016; § 1 (Att. 4), Ord. 17-03, eff. April 19, 2017)

**Chapter 9.64  
CONDITIONAL USE PERMITS**

Sections:

- [9.64.010](#) Purpose of chapter.  
[9.64.020](#) Applicability.



- 9.64.030 Application filing, processing, and review.
- 9.64.040 Project review.
- 9.64.050 Findings and decision.
- 9.64.060 Conditions of approval.
- 9.64.070 Use of property before final action.
- 9.64.080 Modification of permit.
- 9.64.090 Periodic review.
- 9.64.100 Permit to run with the land.
- 9.64.110 Post decision procedures.

9.64.010 Purpose of chapter.

The purpose of this chapter is to allow for activities requiring a conditional use permit and which are so unique that their effect on the surrounding environment cannot be determined before being proposed for a particular location. At the time of application, a review of the configuration, design, location, and potential effect of the proposed activity shall be conducted by comparing it to established development and site standards. This review shall determine whether the proposed use should be allowed by weighing the public need for and the benefit(s) to be derived from the proposed use against the potential negative effects it may cause. (§ 2, Ord. 14-13, eff. October 8, 2014)

9.64.020 Applicability.

A. Uses listed in Division 2 of this title. The land use activities listed in Division 2 of this title (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards) when so designated in the tables of allowable uses and permit requirements may be allowable subject to the approval of a conditional use permit.

**B. Conditional Use Permits are to be approved by the Planning Commission and shall be considered final unless appealed to the City Council. Any interested party may appeal the Planning Commission's decision per Section 9.90.020 (B).** Uses approved by the City Council. Uses listed in Tables 2-2, 2-4 and 2-6 referencing this section shall require a conditional use permit approved by the City Council. (§ 2, Ord. 14-13, eff. October 8, 2014)

**9.40.100 Group housing.**

This section provides definitions, standards, allowable locations, and permit requirements for group housing facilities. The allowable locations and permit requirements are specified in each category.

A. Alcohol and drug treatment facility.

1. An "alcohol and drug treatment facility" is defined as any premises, place or building that provides care, services, or treatment in a community residential setting for two (2) or more persons, not a family, in exchange for monetary or nonmonetary consideration, who are recovering from alcohol, substance or drug related abuse, and who need drug or alcohol recovery treatment or detoxification services.
2. Any person or entity desiring to operate an alcohol and drug treatment facility in the City shall obtain a license from the State of California.

3. The number of adult residents that receive recovery, treatment or detoxification services at any one time cannot be greater than the total occupancy of the facility as determined by the fire safety inspector.

4. Alcohol and drug treatment facilities shall be allowed as follows:

(a) Six (6) or fewer persons, permitted in any residential zone district. Site plan review and approval is required for all residential zone districts except single-family.

(b) Seven (7) or more persons, permitted in the R-3 Residential District and C-2 Community Commercial District with a conditional use permit and site plan review.

B. Domestic violence shelter.

1. A "domestic violence shelter" is defined as a facility designed to house more than six (6) persons, which provides temporary housing and services on a twenty-four (24) hour basis for victims of domestic violence and their families.

a. Small domestic violence shelters are described as facilities of no more than five thousand (5,000) square feet in size, designed to house no more than thirty (30) persons, and which house no more than thirty (30) persons, including staff that lives on site. The square footage shall be calculated by considering all habitable space.

b. Large domestic violence shelters are described as a facility in excess of five thousand (5,000) square feet or which have the capacity to house more than thirty (30) persons, including staff that lives on site. The square footage shall be calculated by considering all habitable space.

2. Occupancy provisions.

a. No more than thirty (30) adult residents, not including staff, shall be allowed at one time, if the shelter is located on a parcel of land of less than two (2) acres.

b. There is no maximum occupancy for shelters located on parcels of land of two (2) acres or more.

3. Off-street parking.

a. The number of required parking spaces, plus adequate access, shall be determined by the Director or through the conditional use permit process for each shelter, in an amount adequate to prevent excessive on-street parking, and with relevant factors (e.g., the number of adult beds to be provided by the shelter, the anticipated number of employees on the largest shift, and the distance from the closest transit stop) taken into consideration.



- b. The number of required spaces shall not be less than the number of spaces required for an adult residential facility identified by Chapter 32 of this title (Parking and Loading Standards).
  - c. The required parking may be located off site, but within five hundred feet (500') of the exterior boundary of the parcel on which the shelter is located.
- 4. Land use compatibility. The land uses and developments in the immediate vicinity of the shelter shall not constitute an immediate or potential hazard to occupants of the shelter.
- 5. Domestic violence shelters shall be allowed as follows:
  - (a) Small domestic violence shelters, in all residential zone districts with an administrative use permit and site plan review.
  - (b) Large domestic violence shelters, in all residential zone districts with a conditional use permit and site plan review.
- C. Group care home.
  - 1. "Group care home" means any home or facility not defined in this section or elsewhere in this chapter pertaining to zoning, and involving any living situation including motels and hotel buildings that are not for temporary use, which accommodates two (2) or more individuals who are not members of a family and where support services are provided to the occupants; where cooking, living or support sanitary facilities are shared in common between the occupants; or where there is a formal program, established rules of conduct, and purpose of the facility. A group home may be a facility licensed by the State of California or an unlicensed facility.
  - 2. Group care homes shall be allowed as follows:
    - (a) Six (6) or fewer persons with a State license, permitted in any residential zone district. Site plan review and approval is required for all residential zone districts except single-family.
    - (b) Seven (7) or more persons and non-State licensed, permitted in the R-3 Residential District with a conditional use permit.
- D. Homeless emergency shelter.
  - 1. A homeless emergency shelter is defined as public or private building which provides immediate, short-term shelter that may involve supplemental services for more than six (6) homeless individuals or family members without compensation.
  - 2. Homeless emergency shelters shall be allowed as follows:

- (a) Seven (7) or more persons, permitted in the R-3 Residential District with a conditional use permit and site plan review and permitted in the C-2 Community Commercial District with site plan review.

E. Parolee/probationer home.

1. A "parolee/probationer home" is defined as any premises, place or building, whether owned and/or operated by an individual or a for-profit or nonprofit entity, which houses two (2) or more parolees/probationers unrelated by blood, marriage, or legal adoption, in exchange for monetary or nonmonetary consideration given and/or paid by the parolee/probationer and/or any public or private entity or person on behalf of the parolee/probationer excluding parolees/probationers who reside in a sober living home as defined in this section.

a. "Parolee" means any individual:

- (1) Convicted of a Federal crime, sentenced to a United States Federal prison, and received conditional and revocable release in the community under the supervision of a Federal probation or parole officer; or
- (2) Who has served a term of imprisonment in a State prison and who is serving a period of supervised community custody as defined by State Penal Code Section [3000](#), following a term of imprisonment in a State prison, and is under the jurisdiction of the California Department of Corrections, Parole and Community Services Division; or
- (3) An adult or juvenile individual sentenced to a term in the California Youth Authority and received conditional and revocable release in the community under the supervision of a Youth Authority parole officer; or
- (4) Who has been convicted of a felony, sentenced to any correctional facility, including County correctional facilities, and is under the jurisdiction of any Federal, State, or County parole or probation officer. For purposes of this section, "felony" means a felony as defined by any California or United States statute.

b. "Probationer" means any adult or juvenile individual who has been convicted of a felony or misdemeanor and who has received a suspension in the imposition or execution of their sentence and has received conditional and revocable release in the community under the supervision of a probation officer, as provided under California Penal Code Section [1203](#) or any successor provision thereof, or any equivalent Federal or non-California State statute.

2. Parolee/probationer homes shall be subject to the following regulations:

- a. Permit required. Any person or entity desiring to operate a parolee/probationer home in the City shall obtain a parolee/probationer home permit from the Department of Planning and



Development Services. The application for the permit shall be processed in the same manner and subject to the same fees as a conditional use permit and shall include the following additional information:

- (1) Client profile (including the subgroup of the population the facility is intended to serve such as single men, families, etc.);
- (2) Maximum number of occupants and hours of facility operation;
- (3) Term of client stay;
- (4) Support services to be provided on site and projected staffing levels; and
- (5) Rules of conduct and/or management plan.

b. Location standards. In addition to any site plan review requirements, the following location standards shall apply:

- (1) The facility shall be located along or near a major arterial with ready access to public transportation.
- (2) The facility shall be accessible to necessary support services.
- (3) To avoid over-concentration of parolee/probationer homes, there shall be a two-thousand-five hundred-foot (2,500') separation requirement between parolee/probationer homes as measured from the nearest outside building walls between the subject use and any other parolee/probationer housing.
- (4) A parolee/probationer home shall not be located within one thousand feet (1,000') of any other group housing, assisted living facility, a public or private school (preschool through twelfth grade), university, college, student housing, senior housing, day care home and/or center, public park, library, business licensed for on- or off-site sales of alcoholic beverages as measured from any point on the outside walls of the parolee/probationer home to the nearest property line of the noted use.

c. Operation and development standards.

- (1) Sufficient on-site parking shall be provided in accordance with Section [9.32.030](#). The precise number of parking spaces required will be determined based on the operating characteristics of the specific proposal.
- (2) Both indoor and outdoor common areas shall be provided on site.
- (3) All setback and property development standards of the underlying zone shall be met.

- (4) On-site staff supervision shall be required during all hours of facility operation.
  - (5) Individual client stays shall not exceed one hundred eighty (180) days.
  - (6) The facility's management shall participate in any formal residential crime prevention program provided by the City and as required under the site plan review. If the program offers certification, then that certification shall be obtained and maintained in current status.
- d. Permit conditions. Conditions may be imposed on the permit in the same manner as a conditional use permit and as necessary to ensure the establishment of the facility shall not result in harm to the health, safety or general welfare of the surrounding neighborhood.
- e. Special noticing requirements. All property owners within two thousand feet (2,000') of the proposed facility, as measured from the subject property lines, shall be notified of the proposed discretionary permit.
- f. Existing facilities require a permit. All parolee/probationer homes existing at the time the ordinance codified in this title takes effect shall be deemed nonconforming and shall comply with the terms of the ordinance codified in this title within one hundred twenty (120) days, including the obtainment of a permit within that time limit. Any existing parolee/probationer housing that has not complied with these requirements is in violation of this chapter and is subject to appropriate code enforcement action.
- g. Change in operating conditions. Any change in operating conditions from what was originally approved and imposed by the City, including, but not limited to, number of occupants or parolees/probationers, or any modifications to the conditions of approval pursuant to the required permit shall require the immediate submittal of a request for revision of the required permit.
- h. Abandonment of use. An existing parolee/probationer home established pursuant to any permit discontinued for any period of time is deemed abandoned. Any subsequent establishment of a parolee/probationer home shall be required to first obtain a new parolee/probationer home permit.
- i. Hotels/motels. Notwithstanding any other provision, hotels and motels with fourteen (14) rooms or less cannot provide transient lodging services or accommodations to more than three (3) parolees during any thirty (30) consecutive-day period regardless of the length of their respective stays; and hotels and motels with fifteen (15) rooms or more cannot provide transient lodging services or accommodations to more than five (5) parolees during any thirty (30) consecutive-day period regardless of the length of their respective stays.



j. Nonexclusive regulations. The regulations set forth in this section are intended to be in addition to any other regulations currently applicable to the proposed parolee/probationer home, and unless otherwise specifically provided, shall not be deemed to repeal or amend any other provisions of the Clovis Municipal Code or City zoning ordinances which are applicable to the parolee/probationer home, nor be deemed to excuse noncompliance with any such other provisions. If there is a conflict between this section and any other regulation so that both the regulation and the provisions of this section cannot be complied with, the provisions of this section shall control.

3. Parolee/probationer homes shall be allowed as follows:

(a) Permitted in the R-3 Residential District with a conditional use permit and site plan review.

~~F. Senior congregate care housing.~~

~~1. Senior congregate care housing is defined as a structure serving as a residence for a group of senior citizens with available centralized services, where the emphasis of the facility remains residential.~~

~~2. Senior congregate care housing shall be allowed as follows:~~

~~(a) Permitted in all zone districts with a conditional use permit, except the R-T Research and Technology Business Park District.~~

G. Sober living home.

1. A "sober living home" is defined as the use of a residential dwelling structure or unit for a cooperative living arrangement to provide an alcohol and drug free environment for persons recovering from alcoholism, drug and/or substance addiction, or alcohol, substance and/or drug abuse, who seek a living environment in which to remain clean and sober; and which demonstrates each of the identifying characteristics below that shall serve to distinguish the sober living home, as a use of residential property, from similar land uses such as alcohol and drug treatment facilities or community care facilities that are subject to State licensing requirements and from all other uses of residential property.

2. The following are the identifying characteristics of a sober living home:

a. All residents, including live-in managers, live-in operators, or live-in owners, are recovering from alcohol and/or drug abuse;

- b. All residents actively participate in legitimate programs including, but not limited to, Alcoholics Anonymous (AA) or Narcotics Anonymous (NA) programs, and maintain current records of meeting attendance;
  - c. All owners, managers, operators, and residents observe and promote a “zero tolerance” policy regarding the consumption or possession of alcohol and controlled substances, except for prescription medications obtained and used under direct medical supervision;
  - d. There is a written policy dealing with the use of drugs or alcohol;
  - e. Owners, operators, managers and residents do not provide on site any of the following services as they are defined by Section 10501(a)(6) of Title 9, California Code of Regulations:
    - (1) Detoxification;
    - (2) Educational counseling;
    - (3) Individual or group counseling sessions;
    - (4) Treatment or recovery planning;
  - f. The number of residents subject to the sex offender registration requirements of Penal Code Section [290](#) does not exceed the limit set forth in Penal Code Section [3003.5](#), and does not violate the distance provisions set forth in Penal Code Sections [3003](#), [3003.5](#) or any applicable City or County ordinance;
  - g. Residents do not require nonmedical care and/or supervision as those terms are defined at Health and Safety Code Section [1503.5](#) and Section [80001](#)(c)(3) of Title 22 of the California Code of Regulations;
  - h. The operators and/or residents maintain current membership in a recognized nonprofit organization of sober living homes that provide a credible quality assurance service for applicants or members or have received a sober living home certification from the State of California Department of Alcohol and Drug programs;
  - i. Owners, managers, operators, and residents ensure that the property and its use comply with all applicable Federal, State and local laws, rules, and regulations; and
  - j. The maximum number of residents does not exceed applicable building, fire, and other health, safety, and welfare codes.
3. A group home not meeting the characteristics of a sober living home shall not be considered a sober living home.



4. Sober living homes shall be allowed as follows:

- (a) Six (6) or fewer persons, permitted in any residential zone district; provided, however, that the sober living home must be located in a single-family dwelling regardless of the underlying zone district.
- (b) Seven (7) or more persons but less than seventeen (17) persons, permitted in the R-3 Residential District and C-2 Community Commercial District with site plan review.
- (c) Seventeen (17) or more persons, permitted in the R-3 Residential District, C-P Administrative/Professional Office Commercial District, and C-2 Commercial District with a conditional use permit and site plan review.

H. Supportive housing.

1. "Supportive housing" is defined as housing with no limit on length of stay, that is occupied by the target population, and that is linked to an on-site or off-site service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. For the purposes of this definition, "target population" is defined as persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section [4500](#)) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

2. Supportive housing shall be allowed as follows:

- (a) Permitted in any residential zone district subject to the same permit requirements of other residential uses of the same type in the same zone district. Permitted uses in single-family zone districts shall not change the residential character of the single-family zone district.

I. Transitional housing.

1. "Transitional housing" is defined as buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six (6) months from the beginning of the assistance.

2. Transitional housing shall be allowed as follows:

(a) Permitted in any residential zone district subject to the same permit requirements of other residential uses of the same type in the same zone district. Permitted uses in single-family zone districts shall not change the residential character of the single-family zone district.

J. Business license and home occupation permit requirements for all group housing.

1. All group housing situations set forth in this section operating as a business shall obtain and maintain a current business license from the City. All group housing situations operating in a single-family home or individual rental unit or structure used for dwelling purposes shall obtain a home occupation permit from the City.

K. Separation requirements for group housing.

1. Any group housing situation defined in this chapter shall be located at least one thousand feet (1,000') from any other group housing situation unless more restrictive requirements are specified in this chapter, elsewhere in the Municipal Code, or other Federal, State or local law. The distance shall be measured in a straight line, without regard to intervening structures, as a radius from the nearest property lines.

2. This requirement shall not apply to State licensed facilities housing six (6) or fewer persons or when otherwise preempted by State or Federal law.

L. Reasonable accommodation. The City will consider owner requests to deviate from the requirements of this section when necessary to reasonably accommodate the group housing situation in accordance with the Americans with Disabilities Act, Federal Fair Housing Act, and California Fair Employment and Housing Act. Requests shall be made **in accordance with the provisions of Chapter 9.94.** ~~to and approved by the Director of Planning and Development Services in accordance with guidelines established by the Director and the procedures for an administrative use permit. In no event shall uses allowed in single-family zone districts change the residential character of the single-family zone district.~~

M. Judicial review.

1. Judicial review of a decision made under this section may be held by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the California Code of Civil Procedure Section [1094.5](#). Any such petition shall be filed within ninety (90) days after the day the decision becomes final as provided in California Code of Civil Procedure Section [1994.6](#) which shall be applicable for such actions. (§ 2, Ord. 14-13, eff. October 8, 2014; § 1 (Att. 2), Ord. 16-07, eff. May 4, 2016)



**Chapter 9.94**

**REASONABLE ACCOMMODATION**

**Sections:**

**9.94.010 Purpose**

**9.95.020 Applicability**

**9.94.030 Procedure**

**9.94.040 Approval findings**

**9.94.050 Conditions of approval**

**9.94.010 Purpose**

This purpose of this Chapter is to provide a procedure for individuals with disabilities to request reasonable accommodation in seeking equal access to housing under the federal Fair Housing Act and the California Fair Employment and Housing Act (hereafter "Acts") in the application of zoning laws and other land use regulations, policies, and procedures.

**9.94.020 Applicability**

A. A request for reasonable accommodation may be made by any person with a disability or their representative, when the application of a requirement of this zoning code or other City requirement, policy, or practice acts as a barrier to fair housing opportunities. For the purposes of this chapter, a "person with a disability" is any person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. This chapter is intended to apply to those persons who are defined as disabled under the Acts.

B. A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.

C. A reasonable accommodation is granted only to the household that needs the accommodation and does not apply to successors in interest to the site.

D. A reasonable accommodation may be granted in compliance with this Chapter without the need for the approval of a variance.

**9.94.030 Procedure**

A. A request for reasonable accommodation shall be submitted on an application form provided by Planning and Development Services or in the form of a letter to the Director of Planning and Development Services, and shall contain the following information:

1. The applicant's name, address, and telephone number;
2. Address of the property for which the request is being made;
3. The current use of the property;
4. The basis for the claim that the individual is considered disabled under the Acts, including verification of such claim;
5. The zoning code provision, regulation, or policy from which reasonable accommodation is being requested; and



**6. Why the reasonable accommodation is necessary to make the specific property accessible to the individual.**

**B. If the project for which the request for reasonable accommodation is being made requires some other discretionary approval (including use permit, design review, etc.), then the applicant shall file the information required by subsection (A) of this section for concurrent review with the application for discretionary approval.**

**C. A request for reasonable accommodation shall be reviewed by the Director of Planning and Development Services or his/her designee. If no approval is sought other than the request for reasonable accommodation, the Director or his/her designee shall make a written determination within 45 days of the application being deemed complete and either grant, grant with modifications, or deny a request for reasonable accommodation.**

**D. A request for reasonable accommodation submitted for concurrent review with another discretionary land use application shall be reviewed by the approving body (the Director or Planning Commission). The written determination on whether to grant or deny the request for reasonable accommodation shall be made by the Director or Planning Commission in compliance with the applicable review procedure for the discretionary review.**

**9.94.040 Approval findings**

**The written decision to grant or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following factors:**

**A. Whether the housing in the request will be used by a person with a disability under the Acts;**

**B. Whether the request for reasonable accommodation is necessary to make specific housing available to a person with a disability under the Acts;**

**C. Whether the requested reasonable accommodation would impose an undue financial, administrative or enforcement burden on the City;**

**D. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a City program or law, including but not limited to land use and zoning;**

**E. Potential impact on surrounding uses;**

**F. Physical attributes of the property and structures; and**

**G. Other reasonable accommodations that may provide an equivalent level of benefit.**

**9.94.050 Conditions of approval**

**In granting a request for reasonable accommodation, the Director of Planning and Development Services or his/her designee, or the Planning Commission as the case might be, may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings. The conditions shall also state whether the accommodation granted shall be removed in the event that the person for whom the accommodation was requested no longer resides on the site.**



**9.94.060 Appeals**

**A. Any person dissatisfied with any action of the Director of Planning and Development Services pertaining to this Chapter may appeal to the Planning Commission within 10 days after written notice of the Director's decision is sent to the applicant. The appeal is taken by filing a written notice of appeal with the Director of Planning and Development Services and shall specify the reasons for the appeal and the grounds asserted for relief.**

**B. Any person dissatisfied with any action of the Planning Commission pertaining to this Chapter may appeal to the City Council within 10 days after the rendition of the decision of the Planning Commission. The appeal is taken by filing a written notice of appeal with the Director of Planning and Development Services and shall specify the reasons for the appeal and the grounds asserted for relief.**

**C. The City Council shall, by resolution, adopt and from time to time amend a fee for the filing of appeals. Such fee shall be for the sole purpose of defraying costs incurred for the administration of appeals. The fee for an appeal shall be paid at the time of and with the filing of an appeal. No appeal shall be deemed valid unless the prescribed has been paid.**

**D. If an appeal is not filed within the time or in the manner prescribed in this section, the right to review of the action against which the complaint is made shall be deemed to have been waived.**

**E. After filing an appeal, the appropriate hearing body shall conduct a public hearing for the purpose of determining whether the appeal should be granted. Written notice of the time, date and place of hearing shall be given to the appellant, and to any other persons who have filed a written request for notice. Such notices shall be mailed to the appellant and the applicant at least ten days prior to the hearing.**

**F. The Planning Commission or City Council shall review de novo the entire proceeding or proceedings relating to the decision, and may make any order it deems just and equitable, including the approval of the application. Any hearing may be continued from time to time.**

**G. At the conclusion of the hearing, the hearing body shall prepare a written decision which either grants or denies the appeal and contains findings of fact and conclusions. The written decision, including a copy thereof shall be provided to the appellant and the project applicant.**

## **PLANNING COMMISSION MINUTES**

**ATTACHMENT 4**



CLOVIS PLANNING COMMISSION MINUTES  
June 28, 2018

- A. OA2018-01, A request to amend the Clovis Development Code as a semi-annual cleanup to address typographical, grammatical, and content errors as a result of the 2014 Development Code Update. City of Clovis, applicant.

Associate Planner George Gonzalez presented the staff report.

Commissioner Antuna requested elaboration on the proposed removal of the 25% guest parking requirement for multifamily projects. Associate Planner Gonzalez responded that the requirement had not previously been part of the code but rather had been added by the hired consultant who did the formatting modifications during the 2014 Development Code Update process.

Commissioner Antuna followed up with an inquiry into what developers would do if the guest parking requirement is removed, and if there had been a change in developer behavior during the period the requirement was in place, her concern being potential overflow parking. Associate Planner Gonzalez deferred to City Planner Araki, due to his experience being more geared toward single family developments. City Planner Araki responded that there had been no change, as staff hadn't been aware until an applicant brought its presence to their attention, providing details. Therefore, overflow parking had not been a problem.

Commissioner Hatcher inquired as to the opinion of the City Council on removing the automatic requirement of conditional use permits to go before them. City Planner Araki explained what the seeming removal actually entailed and detailed the various ways that projects requiring conditional use permits could actually be pushed before the City Council.

At this point, the Chair opened the floor to those in favor.

There being none, the Chair opened the floor to those in opposition.

There being none, the Chair closed the public portion.

At this point a motion was made by Commissioner Hatcher and seconded by Commissioner Cunningham to approve OA2018-01. The motion was approved by a vote of 4-0.



AGENDA ITEM NO: 1-D  
City Manager: LS

## CITY of CLOVIS

### REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development Department

DATE: July 16, 2018

SUBJECT: Consider Approval – Res. 18-\_\_\_\_, Adoption of the City of Clovis 2018-19 Annual Action Plan for expenditure of Community Development Block Grant Funds.

ATTACHMENT: (A) Resolution  
(B) Executive Summary

#### CONFLICT OF INTEREST

None.

#### RECOMMENDATION

Consider adopting the City of Clovis 2018-19 Annual Action Plan for expenditure of Community Development Block Grant Funds.

#### EXECUTIVE SUMMARY

The U. S. Department of Housing and Urban Development (HUD) requires the City to adopt the attached 2018-19 Annual Action Plan identifying projects for the 2018-19 fiscal year.

#### BACKGROUND

As an entitlement city for the purpose of receiving Community Development Block Grant Funds from HUD, Clovis must adopt an Annual Action Plan to identify CDBG projects for the upcoming budget year. In 2016, City Council approved the five-year Consolidated Plan. This required an extensive analysis of housing and community development needs for disadvantaged populations to be completed through community input and census data analysis. Staff conducted over 50 interviews with agencies and Clovis residents to identify gaps in services for disadvantaged populations. This analysis has resulted in the following summary of needs by priority:



**High Priority**

Job Creation/Retention  
ADA Sidewalk Improvements  
Street/Alley Improvements  
Homeless Services/Shelters  
Disabled  
Code Enforcement  
Affordable Housing for Families/Seniors/Veterans  
Housing Rehabilitation  
Education  
Jobs for Youth  
Food Pantry Programs  
Programs for Foster Children Aging Out of System  
Youth Counseling/Resource Center  
First-Time Homebuyer Programs  
Youth Centers  
Community Centers

**Medium Priority**

Substance Abuse Services  
Micro Loans to Small Businesses  
More Educational Opportunities  
Support Groups for Families of

Legal Services  
Road Reconstruction  
Tenant/Landlord Fair Housing

Parks/Recreational Facilities  
Substance Abuse Services

**Low Priority**

Façade Improvements  
Utility Improvements (Water/Sewer)  
Fire Stations/Equipment

In order to be eligible for CDBG funding, projects must fall into one of the following categories:

1. Directly benefit low- and moderate-income persons.
2. Aid in the prevention and elimination of slums or blight.
3. Meet an urgent need.

Based on the identified needs and the CDBG program regulations, the following projects were approved by City Council to be funded (at estimated amounts) over the five-year Consolidated Plan period:

<b>Consolidated Plan Clovis CDBG Goals and Funding Allocation 2016-2021</b>		
<b>Goals</b>	<b>Priority Level</b>	<b>Estimated City Allocation</b>
<b>Goal 1. Housing Rehabilitation</b>	<b>H</b>	<b>\$1,000,000 (30%)</b>
Home Repair Grants (2016-2017)		\$200,000
Home Repair Grants (2017-2018)		\$200,000
Home Repair Grants (2018-2019)		\$200,000
Home Repair Grants (2019-2020)		\$200,000
Home Repair Grants (2020-2021)		\$200,000
<b>Goal 2. Economic Dev./Job Creation</b>	<b>H</b>	<b>\$100,000 (3%)</b>
Job Creation Program (2017-2018)		\$100,000
<b>Goal 3. Infrastructure</b>	<b>H</b>	<b>\$1,077,500 (32%)</b>
<b>ADA</b>	<b>H</b>	<b>\$525,000</b>
ADA Streets/Ramps/Sidewalks (2016-2017)		\$200,000
ADA Streets/Ramps/Sidewalks (2017-2018)		\$100,000
ADA Streets/Ramps/Sidewalks (2018-2019)		\$ 75,000
ADA Streets/Ramps/Sidewalks (2019-2020)		\$ 75,000
ADA Streets/Ramps/Sidewalks (2020-2021)		\$ 75,000
<b>Street/Alley Reconstruction</b>	<b>H</b>	<b>\$552,500</b>
Street/Alley Reconstruction (2016-2017)		\$150,000
Street/Alley Reconstruction (2017-2018)		\$100,625
Street/Alley Reconstruction (2018-2019)		\$100,625
Street/Alley Reconstruction (2019-2020)		\$100,625
Street/Alley Reconstruction (2020-2021)		\$100,625



Goal 4. Public Services		H	\$502,500 (15%)
Area Based Policing	(2016-2017)		\$100,922
Area Based Policing	(2017-2018)		\$100,395
Area Based Policing	(2018-2019)		\$100,395
Area Based Policing	(2019-2020)		\$100,394
Area Based Policing	(2020-2021)		\$100,394

While this list meets many of the high priority needs identified through the consolidated planning process, some needs were not addressed with CDBG due to lack of funds. Staff, as in years past, will seek out other resources to meet needs in the community. For the 2018-19 program year, HUD has allocated \$744,970 to the City of Clovis; this is an increase of \$55,893 from the 2017-18 allocation.

Through the process identified in the HUD-approved Citizen Participation Plan, a recommended list of priority projects was created. The selected projects will meet goals of the Consolidated Plan to improve neighborhoods, create jobs, and enhance the quality of life for the citizens of Clovis. The recommended projects for the 2018-19 program year will improve infrastructure by making ADA and Street/Alley improvements, increase policing in CDBG-eligible census tracts throughout Clovis, and continue to emphasize improvements to Clovis' low- and moderate-income housing stock.

Staff recommends the proposed projects for the 2018-19 program year be funded as follows:

1. Housing Rehabilitation	\$261,176
2. ADA Improvement – Various Locations	\$100,000
3. Ashcroft/Holland Alley Reconstruction	\$140,000
4. Area-Based Policing (Code Enforcement)	\$ 94,800
5. Administration	\$148,994

In addition to the projects listed above, staff recommends the following projects be included as contingency projects to be funded if additional funds become available during the year:

Housing Rehabilitation (\$50,000)  
Gettysburg/Norwich Alley Reconstruction (\$140,000)  
Code Enforcement (\$8,561)

## **FISCAL IMPACT**

A total of \$744,970 in CDBG funds is available for 2018-19. HUD distributes the funds on a reimbursement basis. The funds are budgeted in the 2018-19 City of Clovis budget.

## **REASON FOR RECOMMENDATION**


HUD requires the City Council to adopt an Annual Action Plan each year. The recommended action meets HUD's requirements to receive CDBG funds as an entitlement city. In addition, HUD requires the City Council to formally amend an Annual Action Plan if a project must be cancelled.



## **ACTIONS FOLLOWING APPROVAL**

Staff will submit the 2018-19 Annual Action Plan to HUD. Staff will then begin operation of the 2018-19 CDBG Program, and projects will be completed during the 2018-19 fiscal year.

Prepared by: Heidi Crabtree, Housing Program Coordinator

Submitted by: Andrew Haussler, Community and Economic Development Director 

RESOLUTION NO. 18-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF CLOVIS ADOPTING  
THE 2018-19 ANNUAL ACTION PLAN**

WHEREAS, the City Council of the City of Clovis is a U. S. Department of Housing and Urban Development (HUD) entitlement city for the purpose of receiving Community Development Block Grant funds; and

WHEREAS, HUD requires the City of Clovis to adopt an Annual Action Plan to identify projects for the 2018-19 project year.

NOW, THEREFORE, BE IT RESOLVED that the Clovis City Council approves and adopts the 2018-2019 Annual Action Plan.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the 16th day of July, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: July 16, 2018

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Mayor

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City Clerk





## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

The Action Plan is a document submitted to HUD on an annual basis that serves as a comprehensive housing affordability strategy, community development plan, and submissions for funding under any of HUD's entitlement formula grant programs.

As a CDBG Entitlement City, Clovis' Community and Economic Development Department has developed a five-year strategic plan that identifies and prioritizes the future use of the City's Community Development Block Grant (CDBG) funds. This five-year plan became effective July 1, 2016, and will end on June 30, 2021. This Annual Action Plan represents year three of the five-year plan.

In preparing the Consolidated Plan, the City utilized several methods to analyze the housing and community development needs of Clovis. Methods included, conducting interviews of community residents, stakeholders, community organizations, and multi-family unit property owners, analyzing U.S. census data, and utilizing information in several city and county planning documents. The City hosted community meetings, hearings and met with organizations as an effort to outreach to and encourage participation of all residents, particularly low- and moderate-income residents, elderly persons, and persons with disabilities. The purpose of the meetings was to inform the community about the Consolidated Plan process and to identify opportunities to improve collaborative efforts, eliminate service delivery gaps in order to develop and sustain decent and affordable housing, suitable living environments, and expanded community and economic opportunities.

#### **2. Summarize the objectives and outcomes identified in the Plan**

Clovis estimates that it will receive CDBG funding of \$3,350,000 over the next five years. Those CDBG funds are anticipated to be divided between four prioritized goals, as follows:

Goal 1: Housing - \$1,000,000 (30%) to be used to improve the quality of owner-occupied units, increase multi-family units for low- to moderate-income households, support transitional and permanent housing for homeless persons, and support regional efforts to end chronic homelessness.

Goal 2: Economic Development - \$100,000 (3%) to be used to support projects that create jobs for low- to moderate-income persons.



Goal 3: Infrastructure - \$1,077,500 (32%) to be used to improve the quality and increase the quantity of public improvements that benefit low- to moderate-income residents and neighborhoods, improve the quality and increase the quantity of facilities that benefit neighborhoods, seniors, and those with special needs, and provide funds to bring public facilities into ADA compliance.

Goal 4: Public Services - \$502,500 (15%) to be used to provide code enforcement and additional policing that benefits low- to moderate-income neighborhoods, support senior and youth programs, support programs and activities that benefit those with special needs, and to support food pantry programs.

### **3. Evaluation of past performance**

The following is an overview of the prior year performance and goals:

**Housing Rehabilitation** - To date, this project served 69 households exceeding the 2017-18 Action Plan goal. The City is on track to expend the \$232,900 allocated for this activity in 2017-18.

**Area-Based Policing** - Additional policing has been continued with a dedicated Community Service Officer. The officer has been focusing on improving neighborhood conditions in CDBG eligible census tracts. Over 1,000 citations, notices, and individual calls for service were issued this past year and significant improvement has been made in struggling neighborhoods.

#### **Goal 4 Economic Development/Job Creation**

The City invests heavily in economic development activities using local resources to attract and retain businesses that provide high wage jobs for its citizens. Clovis is currently using CDBG funds for the creation of a commercial kitchen project that allows LMI entrepreneurs expand their businesses. To date, the commercial kitchen has been completed, and seven LMI entrepreneurs have received assistance.

#### **Goal 5 Capital Improvements**

ADA Improvements: Various Locations (2016-17) - completed.

Cherry Lane/Minnewawa Alley Reconstruction (2016-17) - completed.

Cherry Lane/Oxford Alley Reconstruction (2016-17) - completed.

Alamos/Santa Ana Alley Reconstruction (2015-16) - completed





- All remaining projects are all under construction or in the process of being designed. The City invests in many capital improvement projects throughout the City including low-income neighborhoods using a variety of funding resources.

### **Affirmatively Furthering Fair Housing**

HUD requires any jurisdiction receiving funds to commit to affirmatively further fair housing. In accordance with HUD's requirements, the City of Clovis completed the Analysis of Impediments to Fair Housing Choice in the fall of 2010. The City, with upcoming guidance from HUD, will complete the Affirmatively Furthering Fair Housing requirement. The City worked with Smart Valley Places on the most recent regional fair housing assessment.

## **4. Summary of Citizen Participation Process and consultation process**

Clovis developed a Citizen Participation Plan that was approved by City Council in 2006, and subsequently approved by HUD. Citizens, nonprofits, and all interested parties were provided adequate opportunity to review and comment on the plan. The purpose of the plan is to encourage citizens, particularly LMI residents, to participate in the development of the Consolidated Plan, Action Plans, Substantial Amendments, and Annual Performance Reports. Citizens are engaged through community meetings, public hearings, and individual interviews. The primary goals of Clovis' Citizen Participation Plan are 1) to generate significant public participation, specifically from LMI residents and those residing in LMI neighborhoods; 2) to gather data that accurately describes and quantifies housing and community development needs and to suggest workable solutions; and 3) to obtain comments on proposals for allocating resources. Throughout the determination of needs and allocation of resources relative to the Consolidated Plan, and the development of this action plan the City consulted with both internal and external departments, agencies, and individuals to understand Clovis' needs and available resources. Internally, Clovis met with several department representatives to provide information about the Consolidated Plan and the Community Development Block Grant. Department staff provided input on how CDBG resources can be utilized and leveraged to provide services such as housing programs, code enforcement, and infrastructure improvements.

## **5. Summary of public comments**

The City of Clovis conducted two separate input meetings and one public hearing to obtain citizens' input and to respond to proposals and questions. The input meetings were held on February 14, 2018, and March 19, 2018, with published notice on February 23, 2018. Only one comment was received from the March 19, 2018, public input meeting, and it is detailed here:



From May 19, 2018:

**Comment:** I would like to see something done on Jefferson between Sunnyside and Clovis Avenues to help schoolchildren traverse the street in a safer way.

**Response:** The location described is not located in a LMI Census tract, thus making its repair not eligible through the CDBG program. However, the comment has been forwarded to the Clovis Engineering Department.

A public hearing was noticed on June 15, 2018 for a public hearing on July 16, 2018. No comments, written or oral, were received during the comment period nor the public hearing. **NOTE: THIS IS A DRAFT AND WILL BE UPDATED WITH ANY COMMENTS RECEIVED IMMEDIATELY FOLLOWING THE PUBLIC HEARING AND PRIOR TO SUBMISSION OF THE DOCUMENT TO HUD.**

The public hearing notice included information about the locations at which the consolidated plan would be available for review, and was published in *The Business Journal* which services Clovis and the surrounding areas in both English and Spanish. Clovis was prepared to provide interpreters for non-English speaking citizens upon request. However, no requests were made. Both public input meetings and the public hearing were held during evening hours at convenient locations that accommodate persons with disabilities.

#### **6. Summary of comments or views not accepted and the reasons for not accepting them**

N/A

#### **7. Summary**

Citizens were encouraged to participate in two public input meetings held at the Clovis Planning and Development Services office, located in the heart of Clovis. The first meeting was held during normal business hours, and the second was held during evening hours. Clovis staff was prepared to provide extensive information relative to the CDBG program, the preparation of the Consolidated Plan and Annual Action Plans, and the Citizen Participation process and its importance. Even though great effort on the part of the City went into their preparation, the public input meetings only facilitated one public comment.





## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	CLOVIS	Administration

Table 1 – Responsible Agencies

**Narrative (optional)** The City of Clovis Community and Economic Development Department serves as the lead department for the 2018-19 Action Plan and the administration of CDBG funds. The City's institutional structure consists of a council-manager form of government. Under the council-manager form of government, adopted by municipal code, the City Council provides policy direction to the city manager who is responsible for administering city operations. The council is the legislative body; which approves the budget and determines the tax rate, for example. The council also focuses on the community's goals, major projects, and such long-term considerations as community growth, land use development, capital improvement plans, capital financing, and strategic planning. The council hires a professional manager to carry out administrative responsibilities, and supervises the manager's performance.

**Consolidated Plan Public Contact Information** Heidi Crabtree, Housing Program Coordinator

City of Clovis

1033 Fifth Street

Clovis, CA 93612

(559) 324-2094

City of Clovis  
Annual Action Plan  
2018



## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

Throughout the determination of needs and allocation of resources relative to this Action Plan, the City consulted with both internal and external departments, agencies, and individuals to understand Clovis' needs and available resources. Internally, Clovis met with several department representatives to provide information about the Consolidated Plan and the Community Development Block Grant. Department staff provided input on how CDBG resources can be utilized and leveraged to provide services such as housing programs, code enforcement, and infrastructure improvements.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City of Clovis currently does not have publicly-owned housing. The City works closely with Fresno City and County Housing Authority to provide Section 8 vouchers to Clovis residents. As population demographics continue to change and need continues to rise, Clovis will explore further partnerships with the housing authority to develop affordable housing projects in Clovis.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City of Clovis is an active member of the Fresno Madera Continuum of Care (FMCoC), which is the organization that acts as the regional planning body to address homelessness. This collaborative group addresses homeless issues including chronic homelessness, homelessness prevention, and discharge coordination policies on the region-wide basis of Fresno and Madera Counties, which includes the City of Clovis. Based upon the consultation process, the City has recognized a need for shelters for other at-risk populations such as youth and veterans, and will pursue projects to serve these populations.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Clovis does not receive ESG funding.





**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

See table on next page.



**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Fresno Madera Continuum of Care
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Based upon the consultation process, the City has recognized a need for shelters and other at-risk populations such as youth and veterans, and will pursue projects to serve these populations.
2	<b>Agency/Group/Organization</b>	FRESNO HOUSING AUTHORITY
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Based upon the consultation process, the City has recognized a need for public housing





**Identify any Agency Types not consulted and provide rationale for not consulting**

N/A

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Fresno Madera Continuum of Care	This effort aligns with the strategic plan goal to support activities to respond to homelessness and its impacts on the community.
City of Clovis Housing Element (2015-2023)	City of Clovis	Government Code Section (GSC) 65300 requires cities and counties to adopt and maintain a General Plan with a minimum of seven mandatory elements: Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety.
SJVHC Goals and Objectives	Fresno State Community & Economic Development	The San Joaquin Valley Housing Collaborative (SJVHC) serves as a regional voice for effective affordable housing policy in the San Joaquin Valley. The group establishes and supports a broad network of partners to promote and increase the development of affordable and workforce housing in the Valley.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

N/A



## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City of Clovis conducted two separate public input meetings and one public hearing to obtain citizens' input and to respond to proposals and questions. The public input meetings were held on February 22, 2017, and March 20, 2017. The public were noticed on these meetings on January 22, 2017, and February 24, 2017, respectively. A public hearing was noticed on April 7, 2017 for a public hearing on May 8, 2018. Due to the delay in HUD's release of funding allocations, the public hearing was cancelled. However, the 30-day comment period was honored. No comments, written or oral, were received during the 30-day comment period. A public hearing was again noticed on June 23, 2017, for a public hearing on July 17, 2017. No comments, written or oral, were received during the comment period nor the public hearing. The notice included information about the locations at which the consolidated plan would be available for review, and was published in *The Business Journal* in both English and Spanish.

Clovis was prepared to provide interpreters for non-English speaking citizens upon request. However, no requests were made. The first public input meeting was held during normal business hours. The second public input meeting and the public hearing were held during evening hours at convenient locations that accommodate persons with disabilities.

Citizens were encouraged to participate in two public input meetings held at the Clovis Planning and Development Services office, located in the heart of Clovis. Clovis staff was prepared to provide extensive information relative to the CDBG program, the preparation of the Consolidated Plan and Annual Action Plans, and the Citizen Participation process and its importance. Even though great effort on the part of the City went into their preparation, the public input meetings did not facilitate any comments.





## Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	No public attendance	No public comments	N/A	



Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	No public attendance	No public comments	N/A	





Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	No public attendance.	No public comments	N/A	



Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Newspaper Ad	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	Published notice requesting comments during 30-day comment period leading up to public hearing.	No public comments	N/A	

Table 4 – Citizen Participation Outreach





## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The City anticipates that, over the five year period of the current Consolidated Plan, CDBG allocations totaling \$3,350,000 will be received. These funds will be used for activities such as housing, infrastructure, public facilities and services, and economic development. 100% of the CDBG funds used will benefit LMI persons.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	744,970	0	0	744,970	1,393,153	See introduction

Table 5 - Expected Resources – Priority Table



**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

There is no matching requirement for the use of CDBG funds. However, Clovis strives to leverage as many funding sources as possible when planning community and economic development activities. For example, in the previous funding year Clovis used remnant Redevelopment Agency funds, State HOME funds, and State CalHome funds for the purpose of expanding and preserving Clovis' affordable housing stock.





**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City of Clovis spent approximately \$700,000 of remnant Redevelopment Agency Funds for the construction of an improved 10-lot subdivision that has been donated to the local Habitat for Humanity affiliate for construction of ten affordable housing units. All ten homes are completed. In addition, Clovis recently donated property with a value of approximately \$1,000,000 for the construction of a 48-unit senior assisted living facility, with 24 of the units being designated as affordable. Construction is now complete, and units are now in the lease-up phase. Clovis also donated three publicly-owned lots (purchased with RDA funds) in the Stanford Addition to the local Habitat for Humanity affiliate for construction of three affordable housing units. Construction on the first house is completed, and the other two are underway.

**Discussion**

The City of Clovis is committed to leveraging as many funds as possible against the CDBG allocation. Please see narrative above.



## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2016	2020	Affordable Housing		Affordable Housing	CDBG: \$261,176	Homeowner Housing Rehabilitated: 55 Household Housing Unit
2	Public Facilities	2016	2020	Non-Housing Community Development		Public Facilities	CDBG: \$240,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 15801 Persons Assisted
3	Code Enforcement	2016	2020	Non-Housing Community Development		Code Enforcement	CDBG: \$94,800	Public service activities other than Low/Moderate Income Housing Benefit: 19255 Persons Assisted

Table 6 – Goals Summary





## Goal Descriptions

1	<b>Goal Name</b>	Affordable Housing
	<b>Goal Description</b>	Clovis will provide housing rehabilitation grants to LMI homeowners within the City of Clovis. The grants will pay for repairs related to health and safety deficiencies in the home.
2	<b>Goal Name</b>	Public Facilities
	<b>Goal Description</b>	Clovis will make ADA improvements throughout the jurisdiction in the amount of \$100,000; and will reconstruct the alley at Ashcroft and Holland Avenues in the amount of \$140,000.
3	<b>Goal Name</b>	Code Enforcement
	<b>Goal Description</b>	The City of Clovis will provide code enforcement services through area-based policing in Clovis' LMI census tracts.



## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

The goals described in the current Consolidated Plan represent high priority needs for the City of Clovis, and serve as the basis for the strategic actions the City will use to meet those needs. It is our goal that meeting these needs will expand and preserve the affordable housing stock in Clovis, as well as provide public facilities improvements and public services that will strengthen neighborhood revitalization. The City of Clovis implements all CDBG-funded activities in-house.

#### Projects

#	Project Name
1	Housing Rehabilitation
2	Administration
3	ADA Ramps
4	Ashcroft/Holland Alley Reconstruction
5	Area-Based Policing

Table 7 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects were selected because they align with the goals that were prioritized as high in the Consolidated Plan. One obstacle to addressing underserved needs is a lack of available funding to meet the need.





## **AP-38 Project Summary**

### **Project Summary Information**



1	<b>Project Name</b>	Housing Rehabilitation
	<b>Target Area</b>	N/A
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$261,176
	<b>Description</b>	Provide grants to owner-occupied homes in Clovis for the purpose of correcting health and safety related deficiencies in the home.
	<b>Target Date</b>	6/30/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	55 LMI owner-occupied households will be served.
	<b>Location Description</b>	City-wide. Participating households will be individually income-qualified.
2	<b>Planned Activities</b>	Provide grants to LMI owner-occupied households for the purpose of making repairs to correct health and safety related deficiencies in the home.
	<b>Project Name</b>	Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$148,994
	<b>Description</b>	Administration of the 2018-19 CDBG Program
	<b>Target Date</b>	6/30/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
3	<b>Location Description</b>	N/A
	<b>Planned Activities</b>	N/A
	<b>Project Name</b>	ADA Ramps
	<b>Target Area</b>	City-wide





	<b>Goals Supported</b>	Public Facilities
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	CDBG: \$100,000
	<b>Description</b>	Make accessibility modifications to sidewalks and curbs in the City of Clovis.
	<b>Target Date</b>	6/30/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Unknown at this time.
	<b>Location Description</b>	City-wide.
	<b>Planned Activities</b>	Make accessibility modifications to sidewalks and curbs in Clovis.
4	<b>Project Name</b>	Ashcroft/Holland Alley Reconstruction
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facilities
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	CDBG: \$140,000
	<b>Description</b>	Reconstruct the alley between Ashcroft and Holland Avenues.
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Unknown at this time.
	<b>Location Description</b>	Alley between Ashcroft and Holland Avenues in Clovis.
	<b>Planned Activities</b>	Reconstruct the alley between Ashcroft and Holland Avenues in Clovis.
5	<b>Project Name</b>	Area-Based Policing
	<b>Target Area</b>	6/30/2019
	<b>Goals Supported</b>	Code Enforcement
	<b>Needs Addressed</b>	Code Enforcement
	<b>Funding</b>	CDBG: \$94,800

<b>Description</b>	Provide area-based policing in LMI census tracts for the purpose of enforcing municipal code.
<b>Target Date</b>	6/30/2019
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Unknown at this time.
<b>Location Description</b>	LMI Census tracts in Clovis.
<b>Planned Activities</b>	Provide area-based policing services as a means of code enforcement.





## **AP-50 Geographic Distribution – 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Home rehabilitation assistance will be open to all LMI owner-occupied households throughout Clovis. ADA improvements will benefit a Limited Clientele (presumed LMI) throughout Clovis. Alley reconstruction and area-based policing will take place only in LMI Census Tracts.

### **Geographic Distribution**

Target Area	Percentage of Funds

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

CDBG investments will be made in Census Tracts where at least 51% of the residents are low- to-moderate-income.

### **Discussion**

**A map that identifies the LMI Census Tracts in Clovis is attached in Appendix A.**



## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Clovis intends to provide home repair grant assistance to approximately 55 LMI households for the purposes of correcting health and safety deficiencies within owner-occupied homes.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	55
Special-Needs	0
Total	55

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	55
Acquisition of Existing Units	0
Total	55

Table 10 - One Year Goals for Affordable Housing by Support Type

#### Discussion

Clovis allocates a significant portion of their CDBG allocation to the home repair grant program. Though the program Clovis serves an average of approximately 70 households per year. The demand for the program from LMI homeowners increases annually.





## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

There is currently no public housing located in the City of Clovis.

### **Actions planned during the next year to address the needs to public housing**

The Fresno Housing Authority is currently exploring sites in Clovis for the development of public housing.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The City of Clovis has a first-time homebuyer program, funded with State HOME funds (when available), and advertises the program throughout the City and on the City's website.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The Fresno Housing Authority is not considered troubled.

### **Discussion**

Please see above.



## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City of Clovis does not receive funding specifically to assist the homeless population. The City of Clovis is an active member of the Fresno Madera Continuum of Care (FMCoC), which is the organization that acts as the regional planning body to address homelessness in the region. This collaborative group addresses homeless issues including chronic homelessness, homelessness prevention, and discharge coordination policies on the region-wide basis of Fresno and Madera Counties, which includes the City of Clovis. Based upon the consultation process, the City has recognized a need for shelters for other at-risk populations such as youth and veterans, and will pursue projects to serve these populations. Clovis shares tax revenue with Fresno County that helps support programs such as the Marjaree Mason Center, which reports servicing over 300 battered women from the Clovis area per year. In addition, the tax revenue supports the EOC Sanctuary Youth Center that reports sheltering over 200 homeless youths ages 11-17 annually.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Clovis has no dedicated homeless shelters or services, but does have one transitional housing facility. The City is an active supporter of the MAP Point at POV, and those needing homeless services within Clovis are provided an opportunity to utilize the MAP services. Operated by The Poverello Housing (a homeless shelter), MAP (Multi-Agency Access Program) is an integrated intake process that connects individuals facing housing, substance abuse, physical health and/or mental health challenges to supportive services. MAP Point at POV is a physical intake location for the community homeless population.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City of Clovis Development Code allows emergency shelters and transitional housing, by-right, in all areas zoned as residential. No agencies, other than the Marjoree Mason Center, have approached the City about opening an emergency or transitional shelter.

#### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals**





**and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City of Clovis has no dedicated homeless shelters or services. However, the City is an active supporter of the MAP Point at POV, and those needing homeless services within Clovis are provided an opportunity to utilize the MAP services. Operated by The Poverello Housing (a homeless shelter), MAP (Multi-Agency Access Program) is an integrated intake process that connects individuals facing housing, substance abuse, physical health and/or mental health challenges to supportive services. MAP Point at POV is a physical intake location for the community homeless population.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Clovis does not have supportive housing for those described in this section. However, Clovis residents have access to many facilities within Fresno County. In the neighboring City of Fresno, there are 236 licensed community care facilities with a total of 4,386 supportive housing beds available for persons with health-related conditions, including:

- Adult Residential Facilities are facilities of any capacity that provide 24-hour non-medical care for adults ages 18-59, who are unable to provide for their own daily needs. Adults may be physically handicapped, developmentally disabled, and/or mentally disabled.
- Residential Care Facilities for the Elderly provide care, supervision and assistance with activities of daily living, such as bathing and grooming. They may also provide incidental medical services under special care plans. The facilities provide services to person 60 years of age and over, and persons under 60 with comparable needs. These facilities can also be known as assisted living facilities, nursing homes, and board and care homes.
- Social Rehabilitation Facilities are facilities that provide 24-hour non-medical care and supervision in a group setting to adults recovering from mental illnesses who temporarily need assistance.

## **Discussion**

Please see discussion above.



## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

Clovis faces barriers to affordable housing that are common across housing markets, including decreasing supply of developable land, which increases the cost of acquisition and development of the land.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

In its 2015-2023 Housing Element, Clovis identified several governmental constraints to the development, maintenance, and improvement of housing and affordable housing, as follows: Zoning Code Amendments, Lot Consolidation and Lot Splits, and Monitoring of Planning and Development Fees. Nongovernmental constraints were identified as follows: Land Costs, Construction Costs, and Availability of Financing.

### **Discussion:**

Please see discussion above.





## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

The City of Clovis intends to accomplish its goals and projects by investing its CDBG funds in rehabilitation of affordable housing, and repairs to public facilities in low- to moderate-income census tracts in the City. 100% of the CDBG funds expended in this program year will benefit low- to moderate-income persons.

### **Actions planned to address obstacles to meeting underserved needs**

Clovis will immediately begin the implementation of the projects described in this action plan. In addition, the City will continue to pursue additional Federal, State, and private funding, when available, to assist in meeting the underserved needs of Clovis residents.

### **Actions planned to foster and maintain affordable housing**

Clovis, through the use of CDBG funds, will offer grants to low- to moderate-income owner-occupied households in need of repairs due to health and safety deficiencies.

Clovis will continue promote homeownership through its First-Time Homebuyer Program for low- to moderate-income households. This program is funded by State of California HOME funds. Homebuyers participating in the program can receive up to 50% of the total acquisition cost of a modest home located within the City of Clovis. The assistance is provided as a low-interest, deferred, 30-year loan.

Clovis will continue to engage affordable housing developers to attempt to plan and develop affordable housing in Clovis.

Clovis donated three parcels of property in the Stanford Addition to Habitat for Humanity Fresno County. Each lot can accommodate a single-family home. Habitat for Humanity has completed construction on the first home, and the remaining two homes are under construction. The City has recorded a deed restriction against each parcel, securing continued affordability for a minimum of 55 years.

Clovis will monitor available state and federal funding for affordable housing, and apply when appropriate.

### **Actions planned to reduce lead-based paint hazards**

Clovis will work with the Fresno County Department of Public Health, Environmental Health Division,



and Residential Housing and Lead Program when necessary. Through the County's programs to address Lead-Based Paint hazards, City staff will work with homeowners and landlords to abate LBP hazards in their housing units.

### **Actions planned to reduce the number of poverty-level families**

Poverty-level families are at constant risk of homelessness. Unfortunately, Clovis does not receive funding specifically for homeless services. However, the City of Clovis is an active member of the Fresno Madera Continuum of Care (FMCoC), and helps Clovis' most vulnerable residents access the services of the region's social service providers.

### **Actions planned to develop institutional structure**

City of Clovis staff responsible for the administration of the CDBG program will continue to access online, local and regional training to improve and enhance the City's knowledge of the CDBG regulations.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City of Clovis will continue to maintain memberships and participation in the FMCoC, and the San Joaquin Valley Housing Collaborative. In addition, the City will continue to work closely with Habitat for Humanity of Fresno County and other local affordable housing developers.

### **Discussion:**

See discussion above.





## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

Projects planned with CDBG funds available for the 2018-19 program year are identified in the project tables.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

100% of Clovis' CDBG funds will be spent for the benefit of LMI.



AGENDA ITEM NO: **2-A-1**  
City Manager: LS

## CITY of CLOVIS

### REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: July 16, 2018

SUBJECT: Consider Approval - Designation of Voting Delegate and Alternate for the 2018 League of California Cities' Annual Conference and Annual Business Meeting, September 12-14, 2018

ATTACHMENTS: Annual Conference Voting Procedures Report

#### CONFLICT OF INTEREST

None

#### RECOMMENDATION

That the City Council takes action to designate the Mayor, or another member of the Council, as the City's voting delegate for the League of California Cities' Annual Conference for transacting business at the Annual Business Meeting and that an alternate voting delegate also be designated.

#### EXECUTIVE SUMMARY

The Annual Business Meeting of the League of California Cities will be conducted in conjunction with the Annual League Conference, September 12-14, 2018. In order for the City to cast votes on policy matters coming before the League, it must take action to designate a voting delegate and an alternate voting delegate who will be issued credentials for voting purposes. This authority may not be transferred unofficially and must be accomplished only by action of the City Council.

#### BACKGROUND

Voting on official business and policy matters of the League of California Cities occurs each year at the Annual Business Meeting, held in conjunction with the Annual League



Conference. This year the Annual Business Meeting will be held in Long Beach, California on Friday, September 14, 2018. The voting process for the Annual Business Meeting requires that a voting delegate be designated from each member city by action of the City Council. Credentials will be issued to the voting delegates when they sign in at the Annual Conference in order to enter the area for voting delegates and for actual voting purposes. The attached report from the League of California Cities outlines the procedure to ensure integrity of the voting process.

#### **FISCAL IMPACT**

None.

#### **REASON FOR RECOMMENDATION**

In order for the City to exercise its membership responsibility for policy direction of the League of California Cities, it is necessary to vote on such matters at the Annual Business Meeting.

#### **ACTIONS FOLLOWING APPROVAL**

The League of California Cities will be advised in writing of the City official designated as the voting delegate and the alternate voting delegate for the City of Clovis.

Prepared by: Jacquie Pronovost, Exec. Asst.  
Submitted by: Luke Serpa, City Manager LS

## Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.





**CITY:** \_\_\_\_\_

**2018 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to the League office by Friday, August 31, 2018. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**2. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.**

**OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

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

**Please complete and return by Friday, August 31, 2018**

League of California Cities  
ATTN: Kayla Curry  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

**FAX: (916) 658-8240**  
E-mail: [kcurry@cacities.org](mailto:kcurry@cacities.org)  
(916) 658-8254



1400 K Street, Suite 400 • Sacramento,  
California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
[www.cacities.org](http://www.cacities.org)

<b>Council Action Advised by July 31, 2018</b>
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May 17, 2018

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference – September 12 - 14, Long Beach**

The League's 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 31, 2018. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the



Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 12, 8:00 a.m. – 6:00 p.m.; Thursday, September 13, 7:00 a.m. – 4:00 p.m.; and Friday, September 14, 7:30 a.m.– 11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, August 31. If you have questions, please call Kayla Curry at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



AGENDA ITEM NO: **2-B-1**

City Manager: 

## CITY of CLOVIS

### REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: July 16, 2018

SUBJECT: Receive and File - Update on Temporary Dog Park.

#### CONFLICT OF INTEREST

None

#### RECOMMENDATION

That the Council receive and file an update on the Temporary Dog Park.

#### EXECUTIVE SUMMARY

Clovis Municipal Code section 10.2 provides direction on the "Use of City Parks" and allows the Facilities Manager – normally the Department Head responsible for the respective facility – to designate special use areas within that facility. Under this Code section, staff is proceeding with the implementation of a temporary dog park to be located at Sierra Bicentennial Park. Sierra Bicentennial Park was selected as the most suitable location for the temporary dog park because it is centrally located within the City, the specific area in the park is underused and available to be utilized, and it is adjacent to the City's Corporation Yard, allowing for better responsiveness to maintenance concerns. In addition, this location is near the Police Headquarters and Fire Station No. 1, which allows for a quick response time in case of an emergency. Finally, it is already a multi-use park, the park is mature with an existing tree canopy to provide shade, and the public demonstrated an overwhelming desire to choose Bicentennial over Letterman when given the option of the two locations.

City staff has investigated many other dog parks located in and around the valley, and has solicited input from the public for design and construction of a temporary dog park. The basic elements of the temporary dog park will be dual area fencing (large and small dog areas), mow strip, benches and tables, and a supply of drinking water for



both dogs and people. The annual cost of maintenance is estimated to be approximately \$5,500/year, of which approximately \$500/year will be additional expense, while \$5,000/year will be absorbed by current maintenance staff.

## **BACKGROUND**

There has been strong advocacy for dog parks since the public meetings and outreach occurred for development of the 2018 Parks Master Plan. Moreover, the approved Parks Master Plan, based on resident surveys, has identified dog parks as a high priority for the City of Clovis. In light of this information, planning staff will be taking an item to Council to approve moving forward on a Dog Park Master Plan that will identify and prioritize the most suitable locations for establishment of Dog Parks within the City. If approved, the Dog Park Master Plan will be in its initial stages and staff does not anticipate the plan to be completed until July 2019. Construction of a permanent facility would most likely not begin until the following budget year, which extends the timeline for a dog park out to late 2020. This has prompted the Public Utilities Department (PUD) to move forward with the construction of a temporary dog park in recognition of the need. Staff identified Sierra Bicentennial Park and Letterman Park as the best locations for the facility. After a public outreach meeting and careful consideration, Sierra Bicentennial Park was chosen as the most suitable location.

On May 1, 2018, the Public Utilities Department and Planning and Development Services held a community outreach meeting to discuss the plan to move forward with a dog park master plan and the potential to construct a temporary dog park. The portion of the meeting regarding the temporary dog park included a survey of those in attendance for two possible locations: Sierra Bicentennial Park and Letterman Park. 28 survey cards were received at the meeting, with 21 in favor of locating the temporary dog park at Sierra Bicentennial Park, 4 choosing Letterman Park, 2 that were opposed to a temporary dog park, and 1 that said either park would be a benefit.

Sierra Bicentennial Park has an area that is underused, is geographically centrally located within the City, and is within view of the Public Utilities Operations & Maintenance Service Center. Moreover, 75% of those surveyed chose Sierra Bicentennial as their preferred choice, and the Facilities Manager may designate a special use area within parks.

Clovis Municipal Code (CMC) Chapter 10.2.03 states:

The Facilities Manager may select and designate Special Use Areas in any Public Facility which may be limited to special uses, at all times or at certain times, for which a permit shall be required as specified in this Chapter. Such uses may include, but are not limited to, sports, games, or other recreational activities, picnics, assemblies, entertainments, performances, concerts, exhibitions, and weddings. (Ord. 97-10, eff. June 5, 1997).



Per CMC 10.2.02, a permit is required for exclusive use of an area, reserving an area, or if an organized event is likely to attract more than 24 people. Therefore, the general use of a dog park will not require a use permit.

### **FISCAL IMPACT**

Funds have been budgeted in the 2018-19 fiscal year budget and are adequate to cover the cost of constructing a temporary facility. The temporary dog park is being designed not to exceed the budgeted construction funds of \$50,000.

Staff currently maintains Sierra Bicentennial Park's multi-use areas. At this time, staff anticipates an additional annual maintenance cost in the amount of \$500 per year to purchase waste bags and receptacle liners for the temporary dog park, and also estimates about 15 minutes of maintenance work per day to be absorbed by staff currently working at the park. In our public outreach meetings, Dog Park users expressed their willingness to "clean up" after their pets. The City will provide dog waste bags and trash receptacle liners; however, some cleanup may fall to City resources. Staff was also made aware of possible bench donations by a member of the community.


### **REASON FOR RECOMMENDATION**

There is currently a dog park master plan budgeted; however, that master plan, if approved, is not scheduled to be completed until July 2019. Therefore, PUD, in consultation with City Administration and the public, have determined that constructing a temporary dog park facility at this time would be very beneficial to the Clovis residents.

### **ACTIONS FOLLOWING RECEIPT**

The Public Utilities Department will finalize design and manage construction of the temporary dog park.

Prepared by: Eric Aller, Parks Manager

Submitted by: Scott Redelfs, Public Utilities Director 





AGENDA ITEM NO: **2-C-1**

City Manager: 

## **CITY of CLOVIS**

### REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: July 16, 2018

SUBJECT: Consider Approval – Authorize the City Manager to Execute a Consultant Agreement between the City of Clovis and O'Dell Engineering, Inc., for the preparation of the City's Dog Park Master Plan.

ATTACHMENTS: (A) Draft Agreement – Dog Park Master Plan

#### **CONFLICT OF INTEREST**

None

#### **RECOMMENDATION**

For the City Council to authorize the City Manager to enter into a Consultant Agreement with O'Dell Engineering Inc., in the amount of \$55,872.00, for the preparation of the Dog Park Master Plan.

#### **EXECUTIVE SUMMARY**

The City Council approved the 2018 City of Clovis Parks Master Plan on April 16, 2018. As part of that planning process City staff was tasked with preparing a Dog Park Master Plan for the development and siting of Dog Park(s) throughout the City. Subsequently, Planning and Development Services (PDS) staff issued a Request for Proposals (RFP) on May 23, 2018, soliciting proposals from consultants to prepare the Plan. As a result, Staff is recommending that City Council approve an Agreement with O'Dell Engineering Inc. for the preparation of the Dog Park Master Plan, in the amount of \$55,872.00. The Dog Park Master Plan will be brought forth to Council for review in January 2019, and for approval in March 2019.



## **BACKGROUND**

The City Council approved the 2018 City of Clovis Parks Master Plan on April 16, 2018. As part of the process, many community members requested the City consider constructing Dog Parks throughout the City. In addition to planning for a Temporary dog park location, City staff also moved forward with the process to prepare a Dog Park Master Plan (Plan).

Planning and Development Services (PDS) staff issued a Request for Proposals (RFP) on May 23, 2018, soliciting proposals from consultants to prepare the Plan. Staff received three proposals from the following planning companies: Community Works Design Group, O'Dell Engineering Inc., and Land Design. Staff from Administration, PDS and the Parks Division reviewed and rated the proposals, and are recommending the City Council authorize the City Manager to execute a Consultant Agreement with O'Dell Engineering in the amount of \$55,872.00 for the planning project.

Community residents have expressed a desire to be involved in the early planning stages of the document including: providing input as to the recommended locations, identifying recommended amenities, developing standards and park regulations, and assisting in the prioritization of dog park locations. To that end, O'Dell Engineering will plan for and provide for community outreach and involvement in the early planning stages of the process.

The document will appropriately plan for and identify future Dog Park locations and amenities. O'Dell Engineering will also provide three different design concepts of proposed dog parks that could be tailored to meet the different identified candidate sites. All possible existing and future City Park locations will be evaluated as part of the siting evaluation process including areas in the City limits as well as within the Sphere of Influence. The analysis will also consider opportunities and constraints for each potential site including availability of utilities, space requirements, availability of natural shade and parking, and optimization of access and location, among other issues. The Dog Park Master Plan will ultimately recommend the most viable locations and siting prioritization for the development of Dog Parks within the City of Clovis.

The Draft Clovis Dog Park Master Plan will be made available for Council review and comment in January 2019, with anticipated Council review and adoption of the Final Dog Park Master Plan in March 2019.

## **FISCAL IMPACT**

The adopted 2018-2019 Community Investment Program budget sufficiently funds the total contract amount of \$55,872.00.

## **REASON FOR RECOMMENDATION**

Staff is recommending that Council authorize execution of the Agreement to allow for the preparation of the Dog Park Master Plan as was previously requested by Council.



## ACTIONS FOLLOWING APPROVAL

If approved by City Council, staff will execute the contract and commence the planning process for the Dog Park Master Plan.

Prepared by: Claudia Cázares, Management Analyst

Submitted by: Renee Magris  
Michael Harrison  
City Engineer *per MTH*

Recommended by: *[Signature]*  
Dwight Kroll, AICP  
Director of Planning  
And Development  
Services

**CITY OF CLOVIS  
CONSULTANT SERVICE AGREEMENT**

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and the individual or entity identified below ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by City, which shall occur after execution by Consultant ("Effective Date").

**RECITALS**

- A. City desires to obtain services for the preparation of a study/report and associated services ("Services") described in **Exhibit A**, and as further set forth in the proposal from Consultant attached as **Exhibit B** ("Proposal") and incorporated herein by reference. If there is a conflict between the terms of the Proposal and this Agreement, this Agreement shall control.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

**AGREEMENT**

1. Scope of Services. Consultant shall perform the Services described in the Recitals.
2. Commencement of Services; Term of Agreement. Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party pursuant to Section 16 herein, whichever is earlier.
3. Payment for Services. City shall pay Consultant a sum not to exceed the total set forth in **Exhibit A** for the Services performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.
4. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.
5. Standard of Care. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the

**ATTACHMENT A**



standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping: Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall become the property of City upon timely payment in accordance with this Agreement. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement. The City shall, to the greatest extent permitted by law, indemnify, defend and hold the Consultant harmless from and against any and all claims, liabilities, losses, damages, costs and fees (including reasonable attorney fees) arising from any unintended use or from any modifications made to the Work Product without the written consent of the Consultant.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors



who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. Termination by City: Without Cause. This Agreement may be terminated by City at its discretion upon seven (7) days prior written notice to Consultant.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon fourteen (14) days prior written notice to the other party of a material breach, and a failure to cure within that time period.

c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant, and provided all other conditions for payment have been met, Consultant shall be paid compensation for services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on



computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit C**.

18. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, and volunteers harmless from and against all claims, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services described herein, unless the injuries or damages are the result of City's negligence or willful misconduct. Consultant's duty to defend obligation shall be limited to the proportionate percentage of any claim arising directly from the Services performed by the Consultant on a comparative fault basis as defined by Civil Code Section 2782.8.

Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

19. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business license from City and pay the applicable annual business license fee to City during the term of this Agreement.

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

21. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by a written acknowledgment of receipt by the other party. Service shall be deemed the date of written acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.



22. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.
23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
24. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.
25. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.
26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.
27. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.
28. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.
29. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
30. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of



legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

31. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

CONSULTANT

CITY OF CLOVIS

By: \_\_\_\_\_  
Chad Kennedy, Vice President

By: \_\_\_\_\_  
Luke Serpa, City Manager

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

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

Party Identification and Contact Information:

O'Dell Engineering, Inc.  
Attn: Chad Kennedy, Vice President  
1165 Scenic Drive, Suite A  
Modesto, CA 95350  
[ckennedy@odellengineering.com](mailto:ckennedy@odellengineering.com)  
(209) 571-1765, ext.102

Planning and Development Services Department  
Attn: Claudia Cazares, Management Analyst  
1033 Fifth Street  
Clovis, CA 93612  
[claudiac@ci.clovis.ca.us](mailto:claudiac@ci.clovis.ca.us)  
(559) 324-2387

ATTEST

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

APPROVED AS TO FORM

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

# **EXHIBIT A**

## **DESCRIPTION OF SERVICES**

### **A. COMMUNITY PARTICIPATION**

The consultant will plan and provide for community outreach and involvement in the early planning stages of the document. The Clovis community has expressed a desire to be involved in the early planning stages of the document including: providing input as to the recommended locations, identifying recommended amenities, developing standards and park regulations, and assisting in the prioritization of dog park locations.

Outreach shall include identifying Stakeholders for the master planning process, conducting outreach to invite stakeholder individuals and organizations to answer surveys, attending community forums, public meetings and City Council Hearings. Responsibilities will also include publishing and incorporating feedback from meetings into the Planning Document.

The consultant will be expected to organize and participate in 5 to 6 meetings including community forums throughout the planning process, meetings with staff members from City of Clovis, Planning Commission, and City Council meetings.

### **B. PLANNING DOCUMENT - DELIVERABLE**

The consultant will develop the Clovis Dog Park Master Plan. The document will appropriately plan for and identify future Dog Park locations. All possible existing and future City Park locations will be evaluated as part of the planning process. The analysis will consider opportunities and constraints for each potential site including availability of utilities, space requirements, availability of natural shade and parking, optimization of access and location, among other issues.

The Dog Park Master Plan will ultimately recommend the most viable locations for future siting of Dog Parks within the City of Clovis and prioritize the location(s). It is expected that community members will assist in the prioritization of identified candidate sites.

### **C. CONCEPTUAL DESIGNS – ADDITIONAL DELIVERABLES**

1. Provide three different design concepts of proposed dog parks that could be tailored to meet the different identified candidate sites.
2. Complete a separate engineer's construction estimate for each design.
3. Provide an annual maintenance cost estimate for each design.
4. Provide an annual water use and cost estimate where applicable.
5. Provide a separate construction timeline estimate for each design.



#### D. RECORD KEEPING

Maintain detailed records of all services performed and provide such records to City upon completion of associated tasks. Such records shall be maintained in a fashion that they are readily accessible by City staff, and all .pdf files shall be searchable.

#### *Total compensation to be paid to Consultant. Terms of payment.*

Compensation shall be a maximum of Fifty-Five Thousand Eight Hundred Seventy Two Dollars and no cents (\$55,872.00).

Payments will be authorized on a monthly basis, commensurate with work performed, as may be approved by City Staff.

## **EXHIBIT B**

### **CONSULTANT PROPOSAL**

*See attached.*



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REGIONAL OFFICES IN:

FRESNO, CA  
MODESTO, CA  
PLEASANTON, CA  
SAN DIEGO, CA

PROPOSAL  
OF  
SERVICES

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# Clovis Dog Park Master Plan

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City of Clovis  
Planning and Development Services Department

June 15, 2018



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June 15, 2018

Claudia Cazares, Project Manager  
City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

Subject: Request for Proposals for Clovis Dog Park Master Plan

Dear Ms. Cazares,

The Clovis Dog Park Master Plan is a very important and highly public project for the City of Clovis. Over the past several years, there has been a growing push to add dog parks to the City's recreation amenities. A desire for a dog park was one of the most requested items noted by members of the public as part of the City's recent Parks Master Plan update.

Clovis is a pedestrian friendly city with gorgeous recreational trails and many park features. Its neighbor, the City of Fresno, offers seven dog parks. With over 100,000 citizens in the City of Clovis alone and zero existing dog parks, the need for these facilities within the City clearly exists.

This project will be under significant public scrutiny, as with passion, there are often many strong opinions. We understand that the City would like to please community members in their desire for dog park facilities, while making financially strong, environmentally friendly, and safe decisions for the community as a whole. Issues such as what size the park(s) should be, what materials should be used, security, and potential location(s), will be key factors to the successful planning and design of the City's first dog parks.

Dog parks are not simply places for dogs of all shapes and sizes to run and play. While they do offer recreational opportunities for our canine companions, dog parks also offer benefits for their owners. By merit of getting people out and into City parks, dog parks offer the opportunity for healthier and happier human companions, citizens who are more connected to one another and to the City's recreational assets. Dog parks function as a hub for local activity, fostering a sense of community and providing extraneous benefits such as promoting more eyes on the public realm, deterring crime, and encouraging dog owners to explore nearby shops and restaurants.

With extensive dog park and master planning experience, our team at O'Dell would truly enjoy working with the City to complete this Master Plan effort. Additionally, members of our staff were born and raised in Clovis, work in the region, and are avid dog and animal lovers. We have worked closely with cities of similar size and demographics to successfully create dog parks and park master plans that have grown into treasured recreational assets. The O'Dell team is confident that we are the right partner for this project.

All information included in this proposal is true and correct. This proposal shall remain valid for 180 days from date of submittal. If you have any questions about this proposal or our services, please contact me directly to discuss.

Respectfully submitted,



Chad Kennedy, Director of Landscape Architecture  
O'Dell Engineering  
1165 Scenic Drive, Suite A  
Modesto, CA 95350  
Phone: (209) 571-1765 x 102  
Fax: (209) 571-2466  
ckennedy@odellengineering.com

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## Business Description

### O'Dell Engineering

O'Dell Engineering was founded in 1994. With a current staff of over 70 professionals in four offices (Fresno, Modesto, Pleasanton and San Diego), O'Dell has developed a regional reputation for excellence while maintaining its focus on project efficiency and client satisfaction. We are committed to producing excellent infrastructure projects, combining time-proven methods with cutting edge technology and products. Our project portfolio showcases innovative solutions, award winning design, and our commitment to our clients.

### Design Philosophy

O'Dell Engineering approaches each project with a focus on positively impacting the community through innovative, sustainable, and inclusive design principles. We understand the significance that built projects have in the day to day lives of the local community and believe that built projects should improve quality of life. O'Dell Engineering focuses on distinguishing its practice through tailored client communications. We approach each project as an opportunity to build upon O'Dell's proven successes and integrate forward-thinking trends. Our multifaceted design approach provides clients with streamlined project delivery, enhanced communication, and time savings - three key components of successful projects.

### Client Focus

O'Dell Engineering incorporates into each project a set of procedures focused on establishing methods to meet the individual needs of each client and project. Whether working with clients from public agencies, community organizations, or private industry, we have the expertise and depth of staffing to ensure maximum value of a finished project. O'Dell's commitment to thorough client communications brings value to our clients. Clients experience consistent and timely deliverables and experience greater accuracy in project communication.

A blind survey extended to O'Dell's current and past clients returned high marks for levels of satisfaction with the firm and its services. Clients indicated a 97% overall project satisfaction rate. Similarly, 97% of our clients indicated they are likely to recommend O'Dell to colleagues. The same survey showed that clients are most satisfied with our firm's effective communication skills, overall responsiveness, and staff knowledge and experience. O'Dell Engineering attributes our firm's longevity, continued expansion, and excellent portfolio of work to attentive client relationships and satisfied clients.

### Integrated Design Approach

O'Dell Engineering's four divisions - landscape architecture, civil engineering, land surveying, and land use entitlement/land planning - work together on projects ranging in scale from very small to very large in scope. Professionals from all divisions work together as colleagues, creating an environment that fosters creativity, innovation, and efficiency. Clients realize benefits including streamlined project communication and a higher standard of quality control, all of which contribute to production of cost-effective designs.

## Licenses & Certifications

O'Dell Engineering employs staff who are licensed or registered in order to ensure the highest level of project accuracy and compliance to our clients. O'Dell also encourages all staff to work toward attaining licenses, registrations, and certifications in order to increase the breadth of our expertise. O'Dell Engineering's current staff includes:

- 5 Licensed Landscape Architects
- 5 Survey Field Crews
- 1 Certified Access Specialist
- 11 Licensed Civil Engineers
- 6 LEED Accredited Professionals
- 1 Certified Playground Safety Inspector
- 7 Licensed Land Surveyors
- 5 QSD/QSPs
- 1 ISA Certified Arborist

### Proven Ability to Meet Project Budgets

O'Dell Engineering bases all project estimates on comparable prior project budgets along with up to date contractor feedback. Careful documentation of project design alterations and addition of features during the design and construction process allows project managers to keep projects from creeping over budget. From the project kick-off meeting throughout the life of the project, O'Dell staff engages the client in order to understand crucial project priorities. With these priorities in place, O'Dell staff will work toward achieving maximum value in order to meet determined project budgets.



### O'Dell Engineering Principals

#### Randall O'Dell, P.E.

Mr. O'Dell is the Principal of the Civil Engineering division and founder of O'Dell Engineering. With over 40 years of professional engineering experience, his primary project responsibilities have included infrastructure master planning, community and infrastructure design, and negotiations involving agency requirements.

#### Chad Kennedy, P.L.A.

Mr. Kennedy is the Principal of the Landscape Architecture division. With over 17 years experience in the landscape architecture industry, Mr. Kennedy is a licensed Professional Landscape Architect, an ISA Certified Arborist, a NRPA Certified Playground Safety Inspector, and a LEED Accredited Professional. His experience spans the public and private design spheres and includes design of transportation systems, master planning, development of parks and recreation amenities, residential developments, and commercial landscapes. Mr. Kennedy has presented and been published extensively on his work developing socially inclusive play spaces.

#### Dylan Crawford, P.L.S.

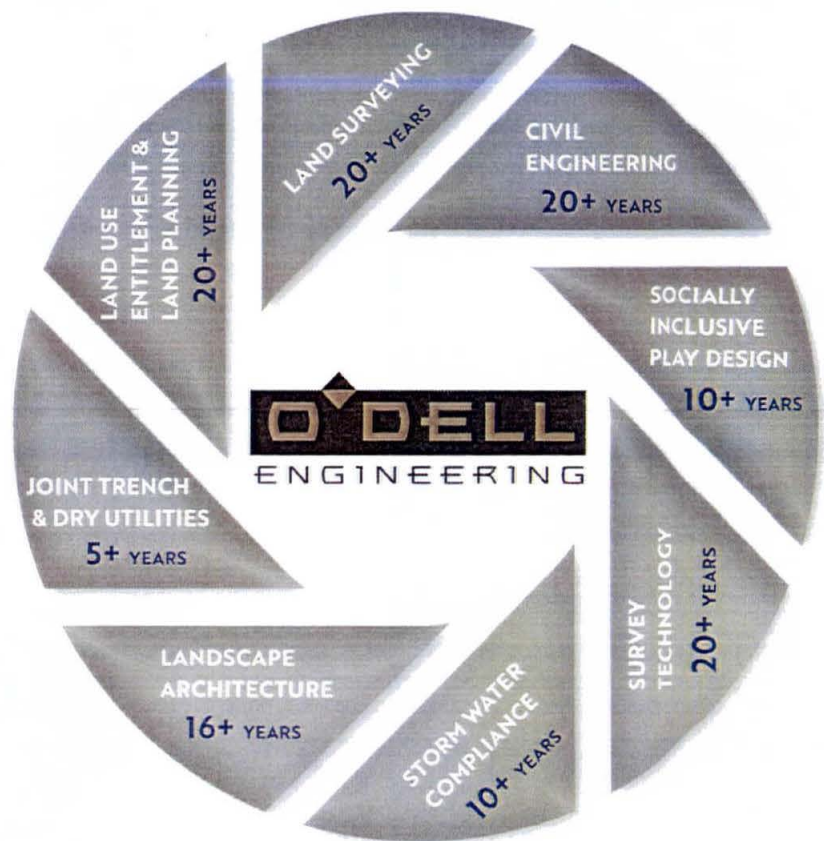
Mr. Crawford is the Principal of the Survey division at O'Dell Engineering. With over 23 years experience, Mr. Crawford's work is focused around surveying for the public sector. His past project responsibilities have included on-call surveying for public agencies, design surveys, right of way engineering, surveying and staking of large scale construction projects, subdivision mapping, resolution of land title issues, and topographic surveying.

#### John Zhang, P.E.

Mr. Zhang is a Principal in the Civil Engineering division at O'Dell Engineering. With over 20 years of professional experience, Mr. Zhang's past project responsibilities include design and preparation of construction documents for major civil engineering infrastructure. He has particular technical expertise in the design of roadway widening and rehabilitation projects, bicycle and pedestrian improvements, levee construction, and utility systems.

### Description of Firm's Financial Condition and Stability

O'Dell Engineering is a corporation founded in 1994 by Randall O'Dell, P.E. Since that time three other partners have joined the management team. Dylan Crawford, P.L.S., Chad Kennedy, P.L.A., and John Zhang, P.E. are all critical members of the Principal team. O'Dell Engineering regularly provides professional landscape architecture, civil engineering, utility coordination, and land surveying services in conjunction with the design and construction of public infrastructure projects. O'Dell Engineering does not foresee any planned office closures and has recently founded a new office located in San Diego to manage Southern California projects. **O'Dell Engineering is not experiencing any financial conditions (e.g., bankruptcy, pending litigation, impending merger) that may impede our ability to complete this project.**





## Public Agency Experience

### Public Clients

O'Dell Engineering has completed public projects at the Federal, State, utility district, and local government levels. Our firm takes pride in maintaining open communications with all levels of government agencies and has earned a reputation for providing clients with positive experiences throughout the project program. A selection of O'Dell's public clients includes:

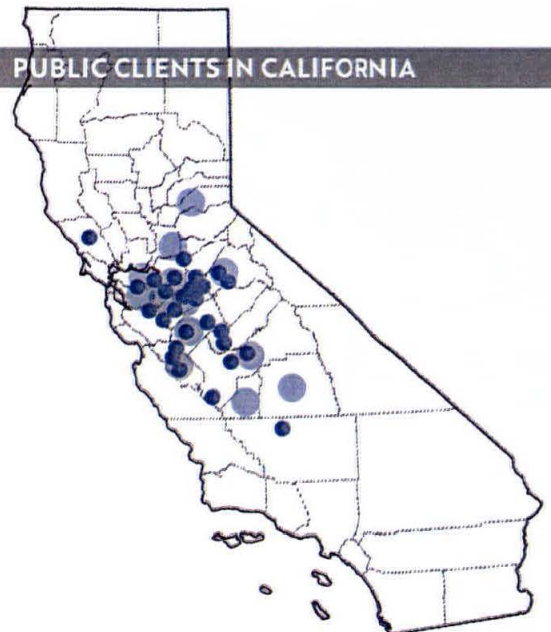
- California High-Speed Rail Authority
- California Department of Fish & Game
- California Department of Corrections and Rehabilitation
- City of Avenal
- City of Ceres
- City of Chowchilla
- City of Earlimart
- City of Escalon
- **City of Fresno**
- City of Hollister
- City of Hughson
- City of Kerman
- City of Lathrop
- City of Los Banos
- City of Manteca
- **City of Madera**
- City of Merced
- City of Modesto
- City of Newman
- City of Patterson
- City of Ripon
- City of Riverbank
- City of Salinas
- City of Santa Rosa
- City of Sonora
- City of Turlock
- City of Waterford
- Cordova Recreation and Park District
- **Fresno County**
- Livermore Area Recreation & Park District
- Merced County
- Kings County Area Public Transit
- Merced Irrigation District
- Salida Fire Protection District
- San Joaquin County
- Stanislaus County
- Tulare County
- Tuolumne County Community Resources Agency
- UC Merced
- U.S. Bureau of Reclamation
- U.S. Department of Veterans Affairs
- Walnut Creek Unified School District

### On-Call Services

O'Dell Engineering is pleased to maintain lasting relationships with several of our public agency clients. Our on-call client list demonstrates our firm's dedication to a straightforward project approach and tailored client communications. O'Dell has served as an on-call firm for the following public agencies:

- California High-Speed Rail Authority
- Caltrans District 6
- Caltrans District 10
- City of Ceres
- City of East Palo Alto
- **City of Fresno**
- City of Los Banos
- City of Lodi
- City of Manteca
- City of Modesto
- City of Patterson
- City of Riverbank
- City of Salinas
- City of San Carlos
- City of Santa Rosa
- City of Tracy
- City of Turlock
- City of Turlock
- Cordova Recreation and Park District
- Delta Diablo Water District
- Dublin San Ramon Services District
- **Fresno County**
- Groveland Community Services District
- Livermore Area Recreation & Park District
- Mid-Peninsula Water District
- Placer County
- San Benito County
- San Joaquin County
- Santa Clara Valley Water District
- Stanislaus County
- Stanislaus County Parks & Recreation Department
- Tuolumne County Community Resources Agency

PUBLIC CLIENTS IN CALIFORNIA



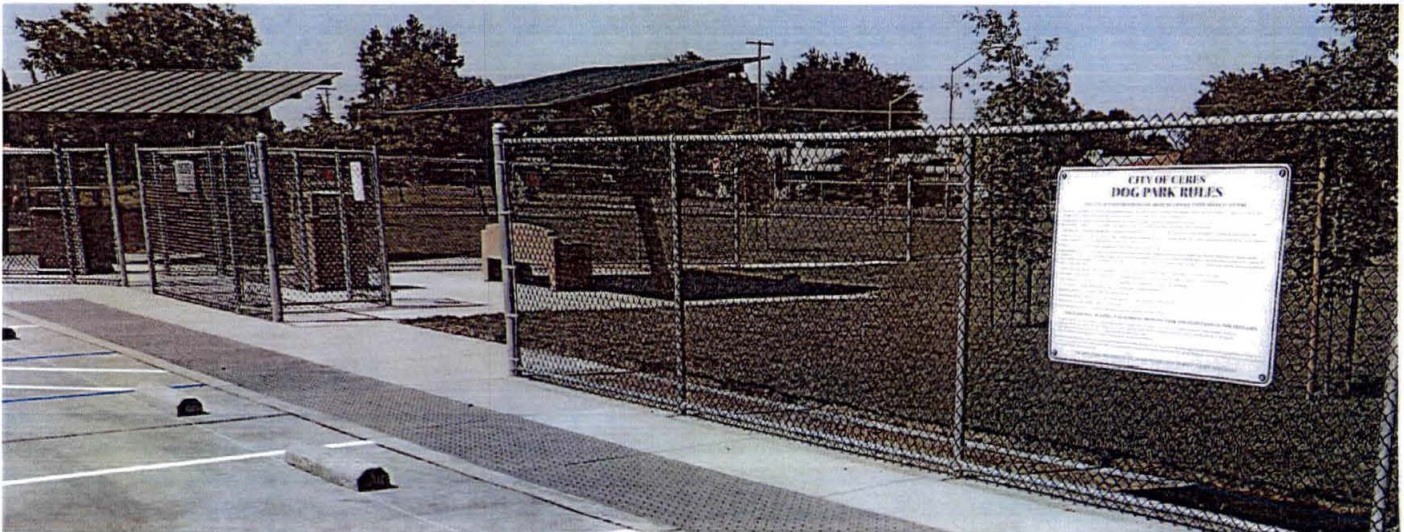


### Related Experience

O'Dell Engineering is experienced in performing work of a similar nature to that solicited in the City of Clovis Dog Park Master Plan RFP. Over the past five years, our team has produced three municipal long-range planning documents in Central California and has assisted these municipal clients with applying for grants, managing bids, and overseeing construction of projects recommended in those plans. These planning efforts and other municipal park master planning projects have often included the design of dog park features. The O'Dell team is comfortable implementing current best practices and cutting-edge design techniques to achieve outstanding dog park facilities.

Furthermore, O'Dell Engineering has experience working with communities to determine the design alternatives which will most appropriately serve an identified need. The City of Clovis has unique needs and requirements which will be incorporated fully into the final Dog Park Master Plan product. The following pages show how the O'Dell consultant team is well prepared to help the City develop a successful planning document and realistic, thoughtful, well-designed master plans for the individual dog parks identified in the planning process.

### Neel Park Dog Park Master Plan and Playground: Ceres, CA



This neighborhood park master plan involved creating a master plan for an existing storm water retention basin dual-use municipal park in the City of Ceres. The City of Ceres Parks Master Plan (completed in 2016 by O'Dell Engineering) identified a desire amongst residents for the City to develop off-leash dog parks. O'Dell was engaged by the City through conceptual design, grant acquisition, construction documentation and bidding, and final construction administration.

One half of Neel Park is designed around a .6 acre fenced off-leash dog park divided into two separate areas, with dual-gate entries, shade structures, seating, dog waste stations, and dog bowl drinking fountains. A pathway with decomposed granite surfacing runs on the inside around the entire fenced area, supporting a feasible long-term maintenance regimen and reducing wear and tear on fencing. A small parking lot with ADA accessible parking stalls and pathways was designed adjacent to the dog park entry. O'Dell Engineering assisted the City with preparing materials for grant applications using the approved master plan. Following award of grant monies, O'Dell's team developed construction documentation and assisted the City with bidding and construction management. **The Neel Park Dog Park is the first dog park in the City of Ceres.**



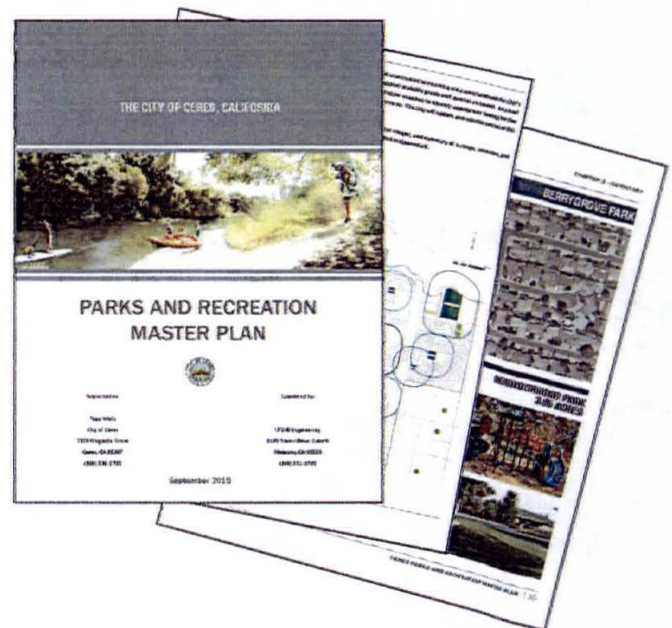
The Neel Park Master Plan also included the addition of a large playground area with multiple play structures, picnic facilities, a basketball court, outdoor exercise equipment, trap fencing, additional grass open space, shade structures, and site lighting on one half of the park. The playground includes cutting-edge design and materials selection aimed to present a sensory and socially inclusive play space to be welcoming to all park users. A single large tension shade structure was custom-designed to span the entire playground area in order to provide shade and increase the usability of the play space.

- Completion Date: June 2018
- Consultant Fee: \$76,256
- Construction Costs: \$1.2M
- Key Personnel Involvement: Chad Kennedy - Principal-in-Charge/Project Manager; Alison Kelly - Landscape Designer; Katherine Lewis - Landscape Designer

## City of Ceres Parks Master Plan

O'Dell Engineering provided master planning services for the citywide Ceres Parks Master Plan. The Parks Master Plan was completed in March of 2016 following a year of public outreach, visual inventories of the City's existing parks and open space assets, and research into national and local benchmark standards for park development. The Parks Master Plan contains a full inventory of existing City open space, as well as prioritized recommendations for the City to complete infrastructure and programmatic improvements to its existing parks and open space property.

Public outreach was a vital component to this project including meetings at recreational class times, online surveys, general public meetings during the day and in the evenings, commission meetings and social media postings. Through this effort a unique satisfaction vs. needs assessment was completed. This assessment directed what capital improvement projects were most valuable to the community. **Dog parks were identified as high priority, as the City of Ceres had no existing dog parks. Environmental review was also provided through an initial study/negative declaration, public review, public hearings, and a notice of determination.**



Two of the recommended projects have been awarded grant funding and completed or partially completed following adoption of the Master Plan. In addition to recommending construction of a dog park at Neel Park (see previous project description), one of the recommendations in the Parks Master Plan was for the full build-out of River Bluff Regional Park. O'Dell Engineering provided conceptual master planning and grant application prep services for the restoration of wetlands and recreational trails along the lower bluff of River Bluff Park. The updated Master Plan was used in a submittal for a California River Parkways Grant application and was recently awarded \$489,000.

- Completion Date: 2016
- Consultant Fee: \$102,440
- Sub-Consultant: J.B. Anderson Land Use Planning
- Key Personnel: Chad Kennedy - Principal-in-Charge/Project Manager; Alison Kelly - Landscape Designer

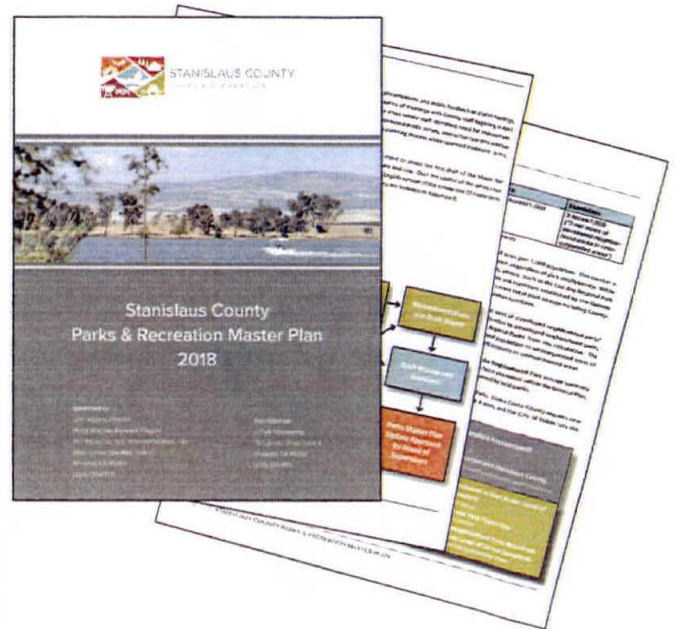


# TECHNICAL PROPOSAL: SECTION I

## Stanislaus County Parks and Recreation Master Plan

O'Dell Engineering provided professional services for the 2018 update to the Stanislaus County Parks Master Plan. The updated Master Plan addresses important issues such as current parks and recreation trends, current funding and grant opportunities, new development trends and locations, current partnership and joint use agreement trends, modern best practices and design standards, and current codes and guidelines.

Following a robust public engagement process which identified dog parks as a high-priority item, **O'Dell completed best practices and design guidelines relating to the future development of dog parks at County facilities. Possible locations for future dog parks were also identified in the document. Development of four dog parks spread across the County's supervisory districts was identified as a high-priority capital improvement recommendation and was incorporated into 15 total capital improvements efforts recommended in the Master Plan.** O'Dell examined these and many other issues to provide a document to the County that will direct staff, councils, and board in their efforts for the next twenty years of development and management of park facilities.



O'Dell provided services including research and documentation, community outreach, recreation planning, master plan preparation, preparation of a capital improvement and financial plan, and a program environmental impact report as part of this project. Public engagement played an important role in this project, and the O'Dell team worked with the County to engage the public in five initial public meetings and to publish an online survey to gather more public feedback. The updated Master Plan includes the current inventory of County parks and facilities, a needs assessment, best practices, design guidelines, recommendations, and a capital improvement and financial plan.

- Completion Date: 2018
- Consultant Fee: \$390,000
- Key Personnel: Chad Kennedy - Principal-in-Charge/Project Manager; Alison Kelly - Assistant Project Manager; Leo Li - Landscape Designer/GIS



## Hollister Park Facility Master Plan



O'Dell Engineering provided professional services for the City of Hollister Park Facilities Master Plan. The Master Plan update seeks to celebrate the small "Hometown, California" environment of the City, while recommending best practices and specific projects to bring City parks and recreation facilities up to cutting edge recreation standards. Preparation of the Master Plan included community outreach, analysis of recreation programming, capital improvement plan preparation, financial plan preparation, review of development standards, review of City standards and details, and a site-specific Master Plan for the City's 50 acre former wastewater spray field, a community park to be named the Water Reclamation Recreation Facility (WRRF).

**Dog parks and aquatic facilities were identified as high priority improvements through public meetings and public survey feedback. Construction of two municipal dog parks were recommended as high-priority capital improvements for the City; one at an existing municipal park location, the other a proposed .75 acre destination dog park included in the vision for the WRRF.** This site was envisioned as an opportunity to provide residents and visitors with active and passive recreation opportunities comparable to any in the San Francisco greater metropolitan area, as well as a dog park, an outdoor amphitheater for special events and a glider field to support local glider enthusiast groups. The site's proximity to the San Benito River and future River Parkway development plans further link it to regional recreation infrastructure.

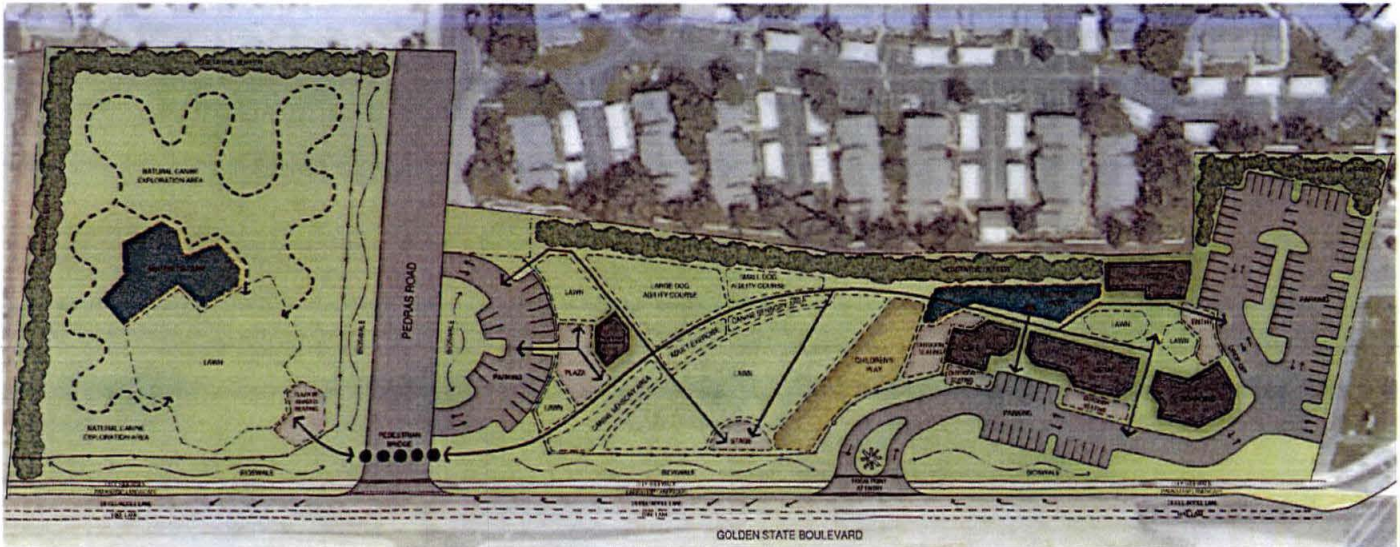


- Completion Date: 2018
- Consultant Fee: \$76,256
- Key Personnel: Chad Kennedy - Principal-in-Charge/Project Manager; Alison Kelly - Assistant Project Manager; Leo Li - Landscape Designer/GIS



## TECHNICAL PROPOSAL: SECTION I

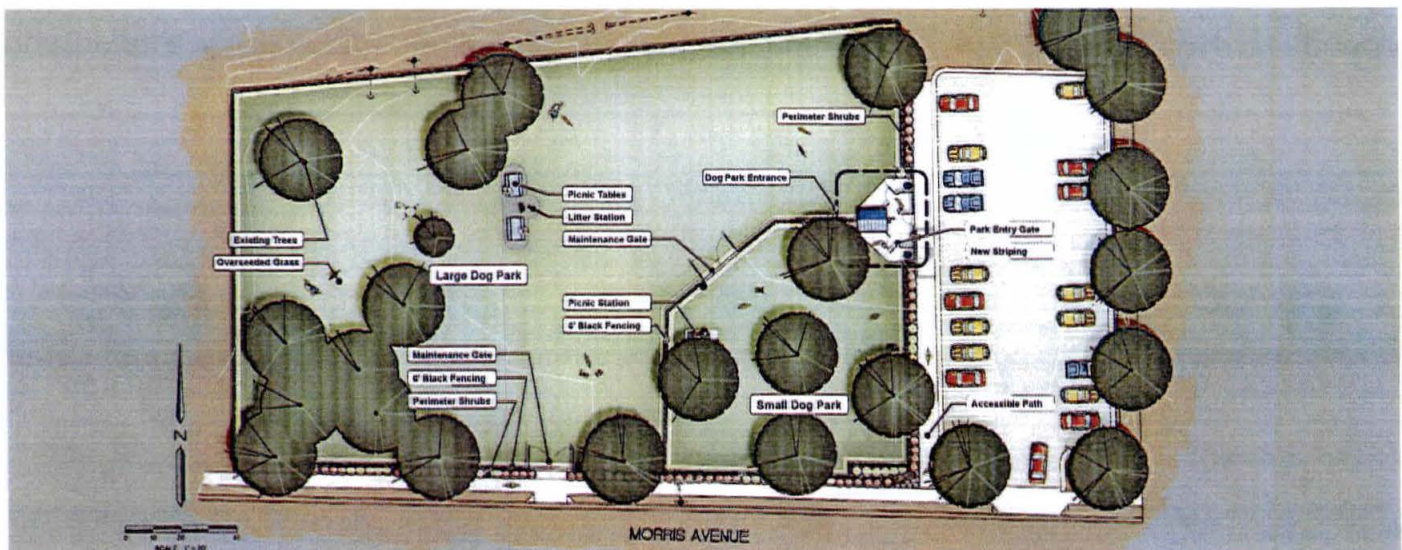
### Golden State Pet Campus Master Plan: Turlock, CA



Working closely with Monte Vista Animal Hospital, O'Dell Engineering developed a dog park and campus plan for the Golden State Pet Campus and Agility Park in Turlock, CA. With multiple parking lots totaling over 100 new parking spaces and associated retail, restaurant, veterinary hospital, and pet boarding facilities onsite, the park is the first of its kind regionally. The Master Plan provided by O'Dell Engineering provides areas for Canine Water Play, a Natural Canine Exploration Area, a looped walking path, and a children's play area.

- Completion Date: 2017
- Consultant Fee: \$10,684
- Key Personnel: Chad Kennedy - Principal-in-Charge/Project Manager

### Modesto Dog Park: Modesto, CA



The O'Dell team was part of a community led effort to retrofit the run down and undesirable Elk Park into a 7,575 square foot dog park. The O'Dell team worked closely with the Parks and Recreation Department to prepare conceptual plans and improvement plans.



Plans included separate large dog and small dog parks surrounded by 6' vinyl clad fences, a double gated entry surrounded by a 4' fence, a shade shelter, benches, a drinking fountain, doggy waste dispensers, high volume trash receptacles, and tables. Project responsibilities included topographic surveys, demolition plans, grading drainage and horizontal control plans, erosion control plans, construction plans, irrigation plans, planting plans and construction details.

- Completion Date: 2011
- Consultant Fee: N/A (pro bono)
- Construction Costs: \$100,000
- Key Personnel: Chad Kennedy - Project Manager

## **Patterson Dog Park: Patterson, CA**

This project included retrofitting of the 4,719 square foot project site at the Patterson Sports Park to meet ADA codes. Key project elements included design of an ADA accessible path, a new ADA accessible parking stall, a double-gated dog park entry, drinking fountain, and seating.

- Completion Date: 2011
- Consultant Fee: \$9,000
- Construction Cost, \$50,000
- Key Personnel: Chad Kennedy - Project Manager

“ I have to say the playground is getting a lot of use. It is such a joy to hear the kids playing out there. Just this morning I went out to visit with a Councilman and his wife. They have two young kids and brought friends in from Redding. Their friends were blown away by the set up and took pictures to show folks back home. Thank you for making it so special!”

Mary Anne Seay, Director  
City of Madera Parks & Community Services

## **Crystal Cove Park with Dog Park: Lathrop, CA**

O'Dell Engineering provided visioning and conceptual design services through final construction administration for this park located in the River Islands community. Crystal Cove Park is a multi-use park consisting of: a non-programmed baseball/softball field, a basketball court, strolling pathways around the entire park, picnic areas/structures, and a dog park situated on a residential-access lake. The dog park was designed with separate areas for large and small dogs. The dog park entrance was designed to be safely double-gated and large enough for training introduction and park notifications; with separate leash/unleash fenced areas as you enter each of the separate dog park areas. Each of the dog park areas have separate seating areas for owners along with drinking fountains. Each of the dog parks is completely fenced with 6' chain link and has a 4' barrier with tall shrubs adjacent to the pedestrian sidewalk area.

- Completion Date: 2018
- Consultant Fee: \$61,500
- Construction Cost, \$1,471,446
- Key Personnel: Chad Kennedy - Principal-in-Charge/Project Manager

## **Main Street Dog Park: Redwood City, CA**

O'Dell Engineering provided professional surveying services for the Main Street Dog Agility Park in Redwood City, CA. This park transformed a previously underused pocket park into a dog destination. Due to the small amount of available space and its triangle shape, a typical dog park with large runs was not feasible. Instead, a specialized agility park was designed. This small triangular park focuses on agility practice and socialization of dogs and their human companions. The park includes an agility course complete with hurdles, weave pole, a tunnel, a ramp, and stepping pods. The surface of the play area consists entirely of decomposed granite. The park is drought tolerant and greatly reduced water usage in the area. For this project, O'Dell provided construction staking services including rough grade, utilities, and finish grade.

- Completion Date: 2015
- Consultant Fee: \$4,140

## **Joint Work: O'Dell Engineering and J. B. Anderson Land Use Planning**

J.B. Anderson has collaborated with O'Dell Engineering on planning and development projects in Central and Northern California. Select projects include:



## TECHNICAL PROPOSAL: SECTION I

- Ceres Parks Master Plan: Ceres, CA
  - » J.B. Anderson staff prepared the Initial Study / Negative Declaration in accordance with the California Environmental Quality Act (CEQA), tiering from the City's 1997 General Plan Environmental Impact Report.
- Ceres Housing Element: Ceres, CA
  - » J.B. Anderson was retained by the City of Ceres to manage and prepare an update to the City's General Plan Housing Element in accordance with State Law, as well as the associated CEQA document for the project which was an Initial Study/Negative Declaration.
- Oak Grove Park Playground: San Joaquin County, CA
  - » J.B. Anderson was retained to conduct a Central California Information Center (CCIC) records search, State Historical Preservation Office Consultation, and prepare the project's CEQA compliance document.
- Patterson Transportation Enhancement Improvement Program: Patterson, CA
- Linde Facility Landscape Conceptual Plan: Keyes, CA
- Riverbank On-Cal Landscape Architectural Services: Riverbank, CA

### Ensuring Timely Completion

O'Dell Engineering understands that meeting the identified project schedule is critical to the success of the Clovis Dog Park Master Plan project. In order to best serve the needs of the City and the public of Clovis, our team has identified critical path activities for the services listed in the project and an approach to ensure timely completion of these activities.

Critical path activities for this project include:

- Obtaining complete background information and pertinent City planning information from City staff within designated time frame.
- Completion of all public meetings within designated time frame.
- City staff review of draft documents within designated time frame.
- City staff approval of draft documents within designated time frame.
- Timely submittal of document for approval and formal adoption by City leadership, if required.

O'Dell Engineering has worked with clients in the public, private, and utility sectors. Due to the amount of public services provided by O'Dell Engineering's projects, our staff regularly work within project schedules that do not have the luxury of flexibility. The O'Dell team's commitment to providing deliverables on time is at the very heart of our firm's client focus. Indeed, one of the top three reasons why clients chose O'Dell is because of solid performance on prior projects. Our team will work closely with City of Clovis staff to ensure project timelines are realistic and achievable in order to lay out a smooth path to project completion.

### References

#### City of Ceres

2720 Second St., Ceres, CA 95307  
Toby Wells, City Manager/City Engineer  
P: (209) 538-5751  
E: toby.wells@ci.ceres.ca.us

#### City of Hollister

375 Fifth Street, Hollister, CA 95023  
Mike Chambless, Assistant City Manager  
P: (831) 636-4365  
E: mike.chambless@hollister.ca.gov

#### Stanislaus County

3800 Cornucopia Way, Suite C, Modesto, CA 95358  
Merry Mayhew, Assistant Director  
Environmental Resources and Parks and Recreation  
P: (209) 525-6760  
E: mmayhew@envres.org



## Key Staff Introductions

The following is an introduction to the key staff members assigned to this project. Key personnel will be available to the extent proposed for the duration of the project. No person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

### O'Dell Engineering

**Chad Kennedy, P.L.A., ISA Certified Arborist, CPSI, LEED® AP, Principal-in-Charge/Project Manager**

Mr. Kennedy has over seventeen years of experience in the landscape architecture industry. He is a Professional Landscape Architect (No. 5426) in the State of California, an ISA Certified Arborist, a NRPA Certified Playground Safety Inspector, and a LEED® Accredited Professional. He holds a Master of Landscape Architecture from Utah State University. Mr. Kennedy has designed and overseen countless community improvement and planning projects in Northern California including transportation systems, utility systems, parks, playgrounds, trails, recreation facilities, residential developments, and commercial landscapes. Every project he completes is focused on positively impacting the community through innovative, sustainable, and inclusive design principles. For this project, Mr. Kennedy will serve as Principal-in-Charge/Project Manager and will provide overall project management and coordination, overseeing the design process, quality control, contract management, and invoicing.

- Availability: 20% Available

### Alison Kelly, LEED® AP, Assistant Project Manager

Ms. Kelly has over eight years of experience in the landscape architecture industry. She holds a Master of Landscape Architecture from the University of Colorado and a Bachelor of Arts in Social and Cultural Anthropology from the University of Notre Dame. She is a LEED® Accredited Professional. She is proficient in Adobe InDesign, Illustrator, and Photoshop, as well as AutoCAD. Her professional experience includes storm water management systems, functional residential landscape, master planning, parks, playgrounds, and project coordination with Districts. For this project, Ms. Kelly will serve as Assistant Project Manager.

- Availability: 50% Available

## Subconsultants

O'Dell Engineering carries our high standards for project communication and coordination to our relationship with project subconsultants. Our firm regularly engages in project coordination with specialists, subconsultants, clients, and project stakeholders. Trade and subconsultant coordination varies from coordination with one subconsultant on a project to management of multiple subconsultants. We have strong working relationships with our subconsultants and a proven record of success.

Every new project with a consultant begins with a kickoff meeting and a review of the scope, budget, schedule and expectations for deliverables. We maintain continuous contact with the consultant and provide them with clear, written instruction before they begin their tasks. We offer ongoing support in the form of quality control, coordination or guidance and request regular progress checks. When we receive a deliverable from the client it is reviewed for quality, accuracy and conformance to the written standards provided at the beginning. If the standards are not met we work with them to develop their product until it is suitable. Our objective when utilizing outside professional consultants is to provide our client a seamless experience and no apparent transition of responsibility.

“Chad Kennedy's work as a landscape architect and partner at O'Dell Engineering is unparalleled in its scope. He is a forward thinker and leader in the profession, melding a deep knowledge base of child development and inclusive play with exceptional work in landscape architecture. As an occupational therapist who consults with landscape architects on designing and evaluating inclusive outdoor spaces, I have never worked with a designer who has such well-honed skills in the area of children's outdoor environments. Mr. Kennedy's skills are further enhanced by a deep compassion for creating and advocating for inclusive outdoor spaces that exceed the needs of all children and their caregivers, with and without disabilities.”

Amy Wagenfeld, PhD, OTR/L,  
SCEM, FAOTA, Assistant Professor  
Occupational Therapy, Western  
Michigan University



## TECHNICAL PROPOSAL: SECTION 2

Environmental Planning is the only service that will be obtained from outside sources. J. B. Anderson Land Use Planning will work with the O'Dell Engineering project leadership team to deliver comprehensive design services to meet and exceed all requirements of the City of Clovis Dog Park Master Plan project.

### J.B. Anderson Land Use Planning

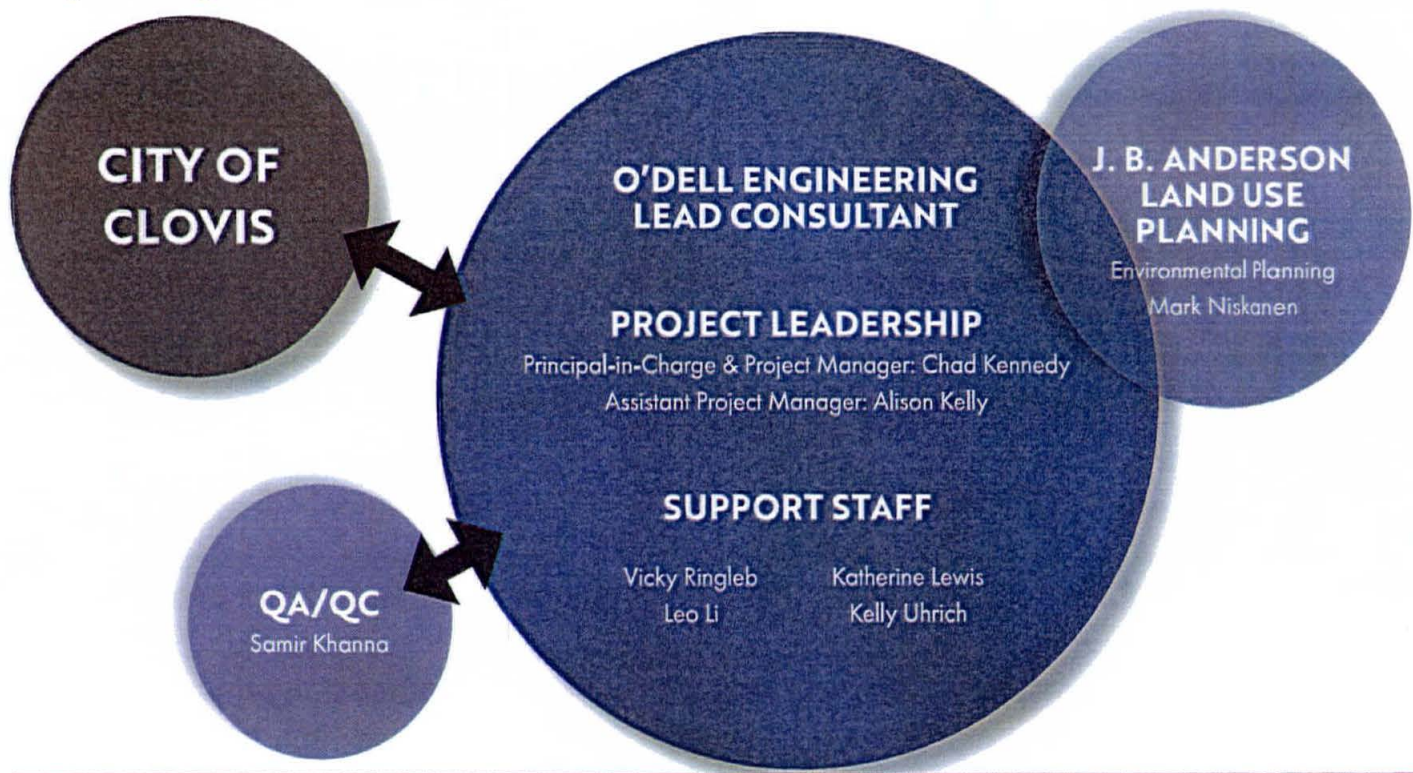
J.B. Anderson Land Use Planning is a full service land use and environmental planning firm located in Ripon, CA. Established in 1993, J.B. Anderson Land Use Planning has provided Land Use and Environmental Planning services in California through a host of public agencies and municipalities. J.B. Anderson Land Use Planning Office is located at the following address: 139 S. Stockton Avenue, Ripon, California, 95366. The firm supports a highly educated and experienced staff with experience in land use planning, land management, and environmental review and compliance in accordance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Most recently, J.B. Anderson Land Use Planning was retained by O'Dell Engineering and the City of Ceres to prepare an Initial Study/Negative Declaration for the City of Ceres Parks and Recreation Master Plan.

### Mark Niskanen, Environmental Review & Planning

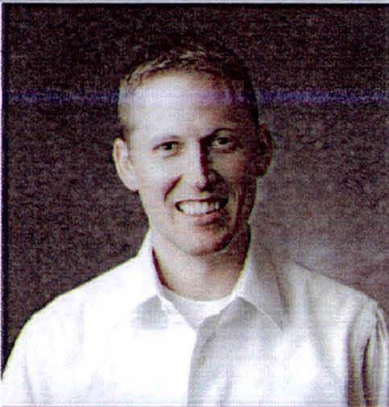
Mr. Niskanen has over sixteen years of experience in the environmental review and planning industry. He is responsible for project management, project planning, coordination, implementation, due diligence, and environmental analysis. Mr. Niskanen's knowledge and experience with processing of environmental documents in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) respectfully, is one of true merit. Mr. Niskanen offers assistance in the preparation of various land use development applications and entitlement processing and approvals. Other duties include project management, processing various land use entitlements with City and County agencies, due diligence and feasibility analysis, and oversight of in-house staff. He holds a Bachelor of Arts in Public Administration, with an emphasis in City and Regional Planning from California State University, San Diego. For this project, Mr. Niskanen will serve as Environmental Planner and will oversee an analysis of the CEQA review requirements.

- Availability: 25%

## Project Organization Chart







## Experience

- 12+ years with O'Dell Engineering
- 16+ years in the Landscape Architecture industry

## Education

- Master of Landscape Architecture, Utah State University, Logan, UT
- BS, Horticulture, Brigham Young University, Provo, UT

## Professional Registrations

- Landscape Architect No. 5426, CA
- Landscape Architect No. 6725476-5301, UT
- LEED® Accredited Professional
- ISA Certified Arborist
- NRPA Certified Playground Safety Inspector No. 35888-1019

## Professional Affiliations

- American Society of Landscape Architects: Chair-Designate, Council of Professional Practice Networks
- California Parks and Recreation Association
- Stanislaus County Parks and Recreation: Commissioner
- Modesto Downtown Urban Design Group
- Modesto Architecture Festival Planning Committee

## Chad Kennedy, P.L.A., Principal-in-Charge/PM

Mr. Kennedy currently serves as Director of the Landscape Architecture Division at O'Dell. He has designed community improvement projects including dog parks, parks, playgrounds, trails, recreation facilities, transportation systems, commercial landscapes, and residential developments.

Mr. Kennedy is an established local leader and advocate for community improvement. He currently serves as a Stanislaus County Parks Commissioner and sits on the Planning Committee for the Modesto Architecture Festival. He is a Regional Representative to the Sierra Chapter of the American Society of Landscape Architects (ASLA) and Chair-Designate of the ASLA's National Professional Practice Networks, which have a membership of over 13,000 professionals. Mr. Kennedy is an advocate for socially inclusive and sensory integrated play and has been involved both professionally and on a pro-bono basis with award-winning inclusive playground design projects. He is published on the subject in numerous industry publications and has presented his work at State and national conferences.

## Professional Experience

- Ceres Parks and Recreation Master Plan: Ceres, CA
- Neel Dog Park and Playground Master Plan: Ceres, CA
- Patterson Dog Park: Patterson, CA
- Hollister Park Facility Master Plan: Hollister, CA
- Modesto Dog Park: Modesto, CA
- Stanislaus County Parks and Recreation Master Plan: Stanislaus County, CA
- Golden State Pet Campus Master Plan: Turlock, CA
- Crystal Cove Park with Dog Park: Lathrop, CA
- River Islands Parks Master Plan: Lathrop, CA
- Beckwith Veterinary Hospital: Modesto, CA

## Awards

### Project Awards

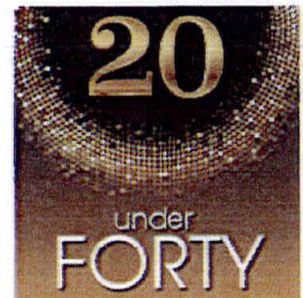
- Sunridge Park - 2014 Innovative Program of the Year Award Recipient presented by the California Special Districts Association
- Sunridge Park - 2015 Outstanding New Facility (Large District) Award Recipient presented by the California Association of Recreation and Park Districts
- Beckwith Veterinary Hospital - 2016 ASLA California Sierra Chapter Design Merit Award

### Professional Awards

- San Joaquin Engineers Council's 2018 Distinguished Service Award
- Modesto's 20 under 40 Award Winner, 2016
- ENR California's Top 20 Under 40 Award Winner - 2013
- The "Henry" Conservation Award - Merced Flyfishing Club, 2008. Celebrating pro-bono design and conservation efforts on the Merced River.

**ENRCalifornia**  
**TOP 20 UNDER 40**

*Class of 2013*



*The Modesto Bee's Top 20 Under 40  
Class of 2016*



### Professional Publications & Presentations

#### Publications

- Play & Playground Magazine. Volume 17 No.3, Fall 2017 - "Awesome Partners"
- California Parks & Recreation Magazine. Volume 68, Number 2, Spring 2012. pp. 60-62 "Comprehensive Inclusive Play Spaces!"
- California Parks & Recreation Magazine Cover Article. Volume 70, Number 3, Summer 2014. pp.8-12 - "Sensory Diets in Outdoor Play Environments"
- Land & Water Magazine. May/June 2012 Issue pp. 25-29 - "Utilizing On-Site Water Sources for a Comprehensive Approach to Irrigation"

#### Presentations

- ASLA ONLINE LEARNING WEBINAR – November, 16th, 2016 - Title: Integrating and Planning for Children with Sensory Processing Disorders in Outdoor Play Environments
- U.S. PLAY COALITION 2015 CONFERENCE ON PLAY, CLEMSON UNIVERSITY - February 15, 2015 Title: "Sensory Diet Integration in the Play Environment"
- CALIFORNIA ASSOCIATION OF RECREATION AND PARK DISTRICTS 2015 CONFERENCE, SOUTH LAKE TAHOE - May 15, 2015 - Title: "Tips for Responsible Irrigation During California Droughts."
- CALIFORNIA & PACIFIC SOUTHWEST RECREATION & PARK TRAINING CONFERENCE 2016, LONG BEACH, CA – March 9, 2016. Title: "Drought Friendly Recreation-Responsible Approaches to Mitigate Water Use and Provide Alternative Recreation"
- CALIFORNIA & PACIFIC SOUTHWEST RECREATION & PARK TRAINING CONFERENCE 2015, SACRAMENTO, CA – March 12, 2015. Title: "Recreation Programs & Resources for Special Needs" CPRS Recreation Therapy Special Feature
- STANISLAUS COUNTY OFFICE OF EDUCATION 4TH ANNUAL AUTISM CONFERENCE – APRIL 27, 2013. Title: "Resources & Principles for Inclusive Recreation" Co-Speaker: Marci Boucher – The Society for Handicapped Children & Adults
- CALIFORNIA PARKS AND RECREATION SOCIETY 2011 BAY AREA INSTITUTE – November 04, 2011. Title: "RE-Introducing Nature to Recreation" Co-Speaker: Adrienne Chaney – City of Patterson Parks and Recreation Director

“ We have found Chad Kennedy of O'Dell Engineering to be actively engaged throughout the design, construction and project closeout process for the Cordova Recreation and Park District's Sunridge Park. He has been personally committed to insuring the success of our project by making volunteer follow up visits to the site and continuing dialogue on how the park functions. His ongoing dialogue reveals passion for customer service and concern for how his participation in the project has made a contribution to our community.”

*Laura Taylor, Park Planning & Development Manager, Cordova Recreation & Park District*







## **Alison Kelly, LEED® AP ND, Assistant Project Manager**

Ms. Kelly has been at O'Dell Engineering for three years, and in that time has worked extensively with master planning design and policy documentation for projects in Central and Northern California. In over eight years of professional practice in the landscape architecture industry, Ms. Kelly has worked with project teams on planning and visioning documents for both large cities and small rural towns. Ms. Kelly's expertise is in thorough research and development of place-based, locally appropriate solutions to design projects.

Ms. Kelly volunteers in local organizations as well as with the American Society of Landscape Architects (ASLA). She is both a Co-Chair of the Women in Landscape Architecture Professional Practice Network and sits on the organization's committee for Archives and Collections. Ms. Kelly has been published on industry blogs "The Field" and "The Dirt," with articles on topics such as the importance of green schoolyards and autonomous technology's role in urban planning and development.

### **Experience**

- 2+ years with O'Dell Engineering
- 8+ years in the Landscape Architecture industry

### **Education**

- Master of Landscape Architecture, University of Colorado Denver, Denver, CO
- BA, Anthropology/History, University of Notre Dame, Notre Dame, IN

### **Professional Registrations**

- LEED® Accredited Professional

### **Professional Affiliations**

- American Society of Landscape Architects: Co-Chair, Women in Landscape Architecture Professional Practice Network

## **Professional Experience**

### **Stanislaus County Parks and Recreation Master Plan**

Ms. Kelly supported this project as Assistant Project Manager. Her responsibilities included research and content creation for the Master Plan document, graphic design of Master Plan overall presentation and associated graphics, and design and coordination for production of GIS and supporting mapping materials. Ms. Kelly also created the public survey and public presentation materials and led analysis of the results at the close of the public feedback period.

### **Hollister Park Facility Master Plan**

Ms. Kelly served as Assistant Project Manager for this Master Plan. The Park Facility Master Plan update includes full inventory of the City's existing parks and recreation amenities and a detailed analysis of current economic trends that are currently shaping towns in the greater Silicon Valley area. Ms. Kelly created the public survey and analyzed information gathered in the public survey, and tailored sections of the Master Plan to specifically address issues of utmost concern to the City's residents. Ms. Kelly completed presentation graphics and written materials for the Water Reclamation Recreation Facility master plan, a cutting edge community park with dog park located on the site of the City's former water treatment spray-field.

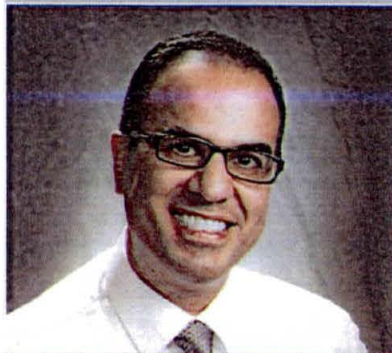
### **Ceres Parks and Recreation Master Plan**

Ms. Kelly served as Landscape Designer for this Master Plan. Her responsibilities included drafting document content and designing the graphic format for the document, as well as managing the online public feedback survey for the project and analyzing the results. In response to public survey comments indicating strong interest in development of off-leash dog parks at City parks, recommendations for the location and general design of dog park amenities were included in the final adopted Master Plan.

### **Neel Park Playground and Dog Park Master Plan**

Ms. Kelly served as Landscape Designer for the conceptual master plan for the Neel Park Playground and Dog Park in the City of Ceres. Informed by the work completed for the City's Parks and Recreation Master Plan, the plan included development of an inclusive playground and active recreation components on one half of the park, and a .6 acre off-leash dog park including separate fenced areas for large and small dogs, shade, seating, and small parking lot with ADA accessible parking and paths on the other half of the park.





**Samir Khanna, LEED® AP**  
Landscape Designer  
Project Availability: 15%

### Experience

- Joined O'Dell in 2017
- 17+ Years Industry

### Education

- Master of Landscape Architecture, Harvard University, Cambridge, MA
- Bachelor of Architecture, School of Planning and Architecture

### Professional Registrations

- LEED® AP

### Professional Affiliations

- American Society of Landscape Architects

### Professional Experience

- Livermore Area Recreation and Parks District Park Projects (various) Bid Services, Livermore, CA
- River Bluff Park Expansion, Ceres, CA
- Kaiser Stockton Parking Lot Redesign, Stockton, CA
- River Islands Community Parks and Streetscapes, Lathrop, CA



**Vicky Ringleb, P.L.A.**  
Landscape Architect  
Project Availability: 25%

### Experience

- 1+ Year at O'Dell
- 12+ Years Industry Experience

### Education

- Bachelor of Science, Landscape Architecture, University of California, Davis, Davis, CA

### Professional Registrations

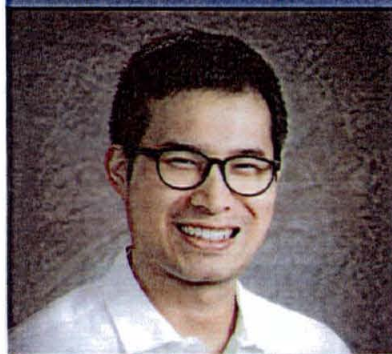
- Landscape Architect No. 5492, CA
- Certified QSD/QSP No. 21232, CA

### Professional Affiliations

- American Society of Landscape Architects

### Professional Experience

- Sports Park Playground, Patterson, CA
- Laurel Heights Neighborhood Landscapes, Visalia, CA
- River Islands Community Parks and Streetscape, Lathrop, CA
- Landscape Improvement Plan, Tracy, CA
- Municipal Landscape Standards Review, Tracy, CA



**Leo Li**  
Landscape Designer  
Project Availability: 25%

### Experience

- 1+ Year at O'Dell
- 1+ Year Industry Experience

### Education

- Master of Landscape Architecture, Harvard University, Cambridge, MA
- Bachelor of Science, Architecture, South China University of Technology, Guangzhou, China

### Professional Experience

- Kaiser Survivorship Garden, Modesto, CA
- Stanislaus County Parks Master Plan, Stanislaus County, CA
- City of Hollister Park Facility Master Plan, Hollister, CA
- City of Tracy Landscape Improvement Plans, Tracy, CA
- San Mateo Animal Shelter, San Mateo, CA
- River Islands Community Parks and Streetscape, Lathrop, CA





**Katherine Lewis**  
**Landscape Designer**  
**Project Availability: 20%**

### Experience

- 2+ Years at O'Dell
- 10+ Years Industry Experience

### Education

- Bachelor of Science, Landscape Architecture, California Polytechnic State University, San Luis Obispo, CA

### Professional Experience

- Big Trees Park, Livermore, CA
- Earlimart Neighborhood Park, Earlimart, CA

- San Mateo Animal Shelter, San Mateo, CA
- May Nissen Community Park, Livermore, CA
- Fire Station Landscape, Salida, CA
- Santana Ranch Park, San Benito County, CA
- Modesto Covenant Church Landscape, Modesto, CA
- St. Alphonsus Church, San Leandro, CA
- River Islands Community Parks and Streetscapes, Lathrop, CA
- Sunset Park, Livermore, CA



**Kelly Uhrich**  
**Landscape Designer**  
**Project Availability: 35%**

### Experience

- Joined O'Dell in 2017
- 2+ Years Industry Experience

### Education

- Master of Landscape Architecture, University of Minnesota, Minneapolis, MN
- Bachelor of Science, Environmental Design, University of Minnesota, Minneapolis, MN

### Professional Experience

- Kaiser Modesto Survivorship Garden, Modesto, CA
- Big Dreams Universally Accessible Park, Tuolumne County, CA
- LARPD Sunset Park, Livermore, CA
- River Islands Landscape, Lathrop, CA
- Santana Ranch Park, San Benito County, CA
- City of Tracy Plan Checking, Tracy, CA
- Ceres Downtown Centennial Monument, Ceres, CA





### **Mark Niskanen, Environmental Planner**

Mr. Niskanen is responsible for project management, project planning, coordination, implementation, due diligence, and environmental analysis. His knowledge and experience includes processing of environmental documents in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Mr. Niskanen offers assistance in the preparation of various land use development applications and entitlement processing and approvals. Other duties include project management, processing various land use entitlements with City and County agencies, due diligence and feasibility analysis, and oversight of in-house staff. Other duties include: Project Management, processing various Land Use Entitlements with City and County Agencies, Due Diligence and Feasibility Analysis, and oversight of in-house staff.

#### **Experience**

- 16+ years in the Environmental Review & Planning Industry
- 15+ years at J.B. Anderson Land Use Planning

#### **Education**

- Bachelor of Arts, Public Administration, Emphasis in City & Regional Planning, San Diego State University, San Diego, CA

#### **Professional Associations**

- American Planning Association, California Chapter

### **Professional Experience**

#### **Ceres Parks Master Plan**

Mr. Niskanen provided environmental planning services for this O'Dell project. O'Dell Engineering provided master planning services for the citywide Ceres Parks Master Plan. The Parks Master Plan was completed in March of 2016 following a year of public outreach, visual inventories of the City's existing parks and open space assets, and research into national and local benchmark standards for park development. Public outreach was a vital component to this project including meetings at recreational class times, online surveys, general public meetings during the day and in the evenings, commission meetings and social media postings. Through this effort a unique satisfaction vs. needs assessment was completed. This assessment directed what capital improvement projects were most valuable to the community. Environmental review was provided through an initial study/negative declaration, public review, public hearings and a notice of determination.

#### **Oak Grove Inclusive Playground**

Mr. Niskanen provided environmental planning services for this O'Dell project. This large playground upgrade was designed based on the San Joaquin County's desire to create a socially inclusive playground adjacent to existing recreational amenities at the Oak Grove Regional Park near Stockton, CA. The project includes an entirely custom themed play experience that guides visitors through an interactive life story of the Oak tree. Fully sensory integrated activities lead children through life stages from seed to senescence incorporating educational, developmental, and playful opportunities along the way. A life-sized acorn, 20' trees a, root climbers, and a tree house are a few of the many intriguing features of the project.

#### **Patterson TE Roundabout Project**

Mr. Niskanen provided environmental planning services for this O'Dell project. O'Dell Engineering provided design services for this project which was comprised of 3 roundabouts. The team was charged with obtaining E-76 authorization, coordinating CEQA and NEPA clearance, ensuring that traffic flows were uninhibited, providing safe bicycle and pedestrian routes through the roundabouts, & enhancing the visual character and appearance of the roundabouts. Improvements included ADA access ramps, splitter islands, decorative half walls, decorative concrete and roundabout landscape, & irrigation. The team provided a topographic survey, demolition plans, grading plans, planting plans, irrigation plans, construction detailing and construction phase assistance.



## Project Understanding

The City of Clovis is a vibrant municipality in Central California, immediately west of the Sierra Nevadas and Kings Canyon National Park. Located at the gateway to world-renowned outdoor recreation meccas, Clovis is experiencing a modest but steady growth rate of 1.2%, which will manifest in an increase from the current population of nearly 105,000 to nearly 118,000 in the next ten years. The City has recently undertaken a comprehensive Parks Master Plan, which will serve as a strategic action plan for the next 5-10 years of parks development in the City of Clovis.

At the time the City of Clovis Parks Master Plan was approved in March 2018, public feedback strongly supported the incorporation of dog parks into the City's municipal park facilities. The City does not currently have any dog parks, and residents must therefore travel to nearby dog park facilities in other cities to participate in this type of recreation with their pets. The 2018 Parks Master Plan recommendations Objective 4.4 specifically lists as a short term goal the creation of a dog park and other off leash opportunities that meet the demand of City residents. Moreover, this objective was listed as high priority and assigned a short-term time frame for completion.

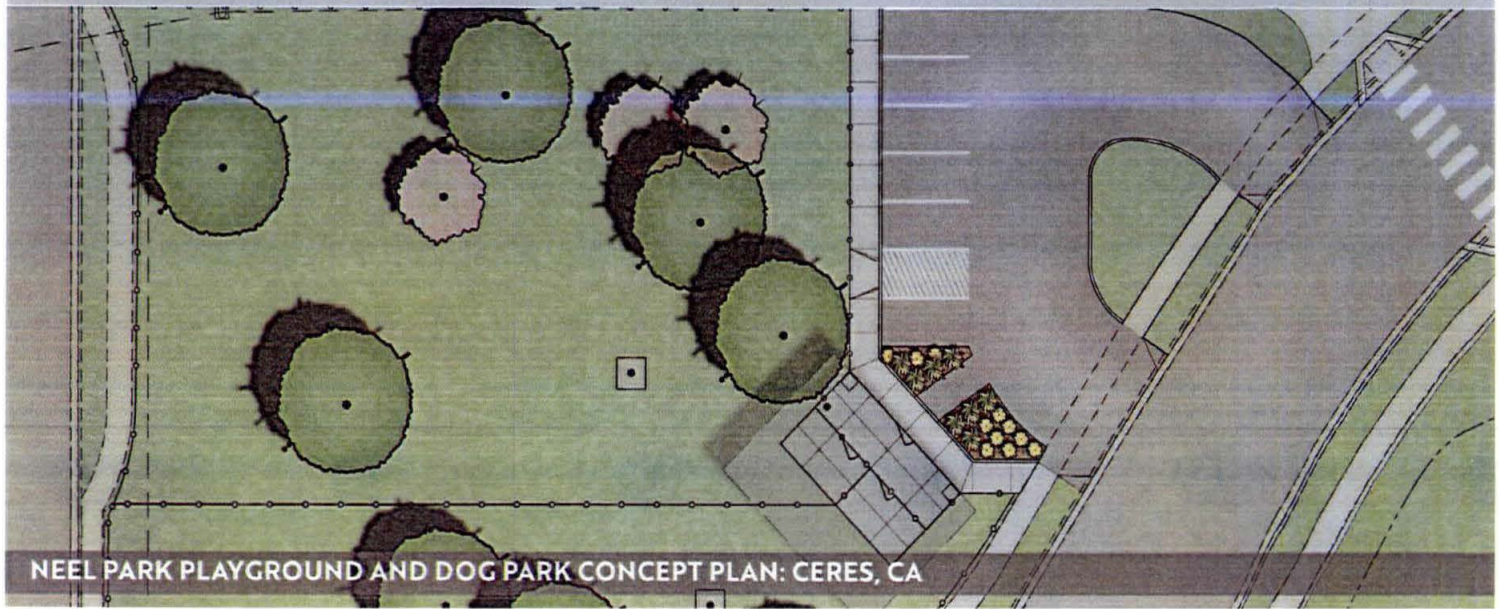
Dog parks are on the rise nationwide. A 2016 report published by the Trust for Public Land noted that the inclusion of dog parks in development of urban park space had grown by 89% since 2007. The notable growth in the call for dog parks may be due to many factors - increases in pet ownership among the population at large, the growth of the pet industry, or the increased popularity of non-traditional recreation options. Dog parks are also prime locations for trending patterns in park funding and management, as they are uniquely suited to sponsorship and diverse programming once completed.

Off-leash dog parks are an important recreational asset for dog owners and their friends. Most obviously, dogs benefit from the ability to socialize with other dogs and exercise in a safe, contained space. This may reduce behavioral problems in dogs, such as barking and aggression, and provides positive socialization which may help anxious or shy dogs. At the same time, dog owners also benefit from meeting other dog owners in the community. This fosters a sense of community as well as increases the number of eyes on the park, acting as a sort of natural policing. Dog parks have the potential to become meeting places for friends, interest groups, and community events.



The design and maintenance planning for dog parks is unique in the practice of park design and requires thoughtful design of layout, materials, and planning for long-range upkeep. It can be argued that dog parks are beneficial for local watersheds and other ecological systems in that they encourage concentrated areas of dog waste. This in turn means that all surfacing and site furnishings must be planned to resist this concentration over the products' lifespan. In addition, while dogs benefit from the socialization and exercise that is offered by off leash dog parks, dogs (especially excited ones) are tough on surfacing.





Waste management, surfacing maintenance, and site feature upkeep are all items which need individually crafted maintenance plans developed with the relevant maintenance team to ensure the City's investment in dog parks will be a successful one.

The City of Clovis Dog Park Master Plan must work in concert with existing City master planning documents. This point is highlighted in the introduction to the 2018 Parks Master Plan. Seamlessly integrated into the City's planning and development policies and tailored to City of Clovis and the public's needs, the Dog Park Master Plan will take the City's planning portfolio solidly into the future so that the City is well prepared for development of municipal dog parks. This forward-thinking planning document will ensure that the City is never caught flat-footed or placed in a reactionary game of catch-up as dog parks begin to be built, but instead is prepared to approach this increasingly popular issue proactively, with a comprehensive visioning document in-hand.

### Approach and Work Plan

Below is the approach that the team will use for this project. The O'Dell team believes in open and often communication not only with your team, but with all those involved (planning team, stakeholders, local agencies, etc.). With properly functioning communication channels, projects run smoothly and schedules experience fewer delays.

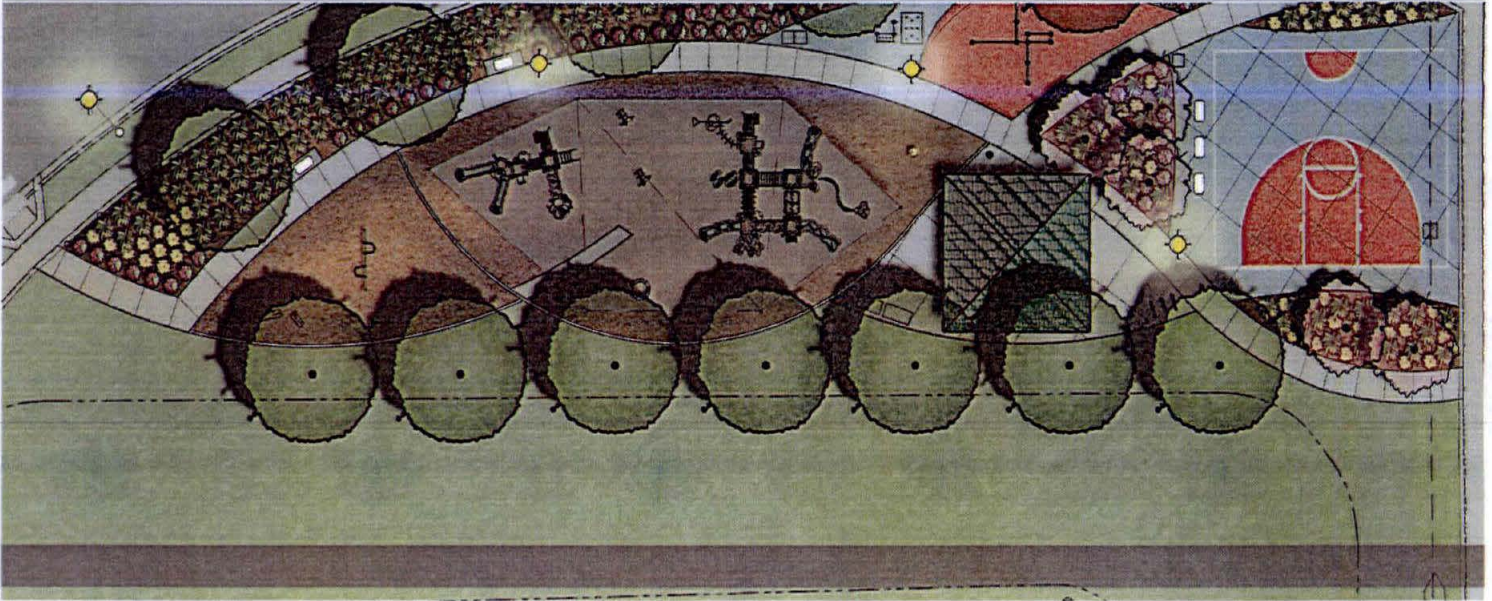
#### Project Initiation

##### Kickoff Meeting

A well run organizing meeting at the beginning of the project will clear up many issues before they become issues. A meeting should be held with staff during which our proprietary client communication program is started and the following typical items discussed:

- Introduction of staff to the design consulting team
- Deliverable expectations
- Review objectives of the project
- Review scope of services
- Confirm project parameters
- Collect available data and published material
- Establish meeting and presentation schedule
- Establish communication channels with all parties involved
- Review and list all applicable planning standards
- Coordinate requirements with local governing departments/agencies
- Determine permitting requirements and communication strategies with those agencies





## Team/City Schedules

O'Dell Engineering will provide the design team and City of Clovis with an updated schedule showing all internal and external deadlines, milestones, and expectations. This schedule clearly outlines when our sub-consultant is to submit to O'Dell Engineering, when the City can expect submittals, and shows estimated City review times.

## Research and Documentation

The O'Dell team will survey communities of similar size and demographics to the City of Clovis to determine the current dog park amenities, typologies, and numbers of facilities that exist in those communities. O'Dell will work closely with the City to determine the direction for this portion of the study. For example, the City may choose to study dog parks offered by other cities located in a 50-mile radius of the City; alternately, the City may choose to study best practices and typologies of dog parks offered by larger cities across the state or even nationally to establish best practices for the City of Clovis Dog Park Master Plan. Following this analysis, O'Dell will develop a matrix of dog park facilities that exist in those communities. That matrix will include size, amenities included in dog parks, regulations, and other pertinent measurable items for quick reference and comparison as the City of Clovis continues to expand its own dog park facilities.



*Ellsworth Dog Park, Silver Spring, MD*

In order to understand maintenance needs and best practices integral to the selected benchmark communities' municipal dog park operations, O'Dell staff will contact the benchmark cities' parks maintenance personnel and inquire about specific issues in regards to that maintenance. Specifically, questions will be asked about on-going maintenance costs, vandalism issues, and financing mechanisms for that maintenance.

O'Dell will review municipal codes in these benchmark communities in order to recommend appropriate amendments to the City of Clovis Code which will allow off-leash dogs in City parks. O'Dell will work closely with the City in order to identify the desired language for amendment to the Code.



## TECHNICAL PROPOSAL: SECTION 3

O'Dell will review information in the selected benchmark cities' Parks and Recreation Master Plans and General Plans which may specifically relate to dog park policies, operations, and building standards. This information will provide valuable comparable policy which will help shape the City of Clovis Dog Park Master Plan. Existing parks master plan and park related documentation will be reviewed as well to determine past preferences, priorities, demographic shifts, and cultural requirements relevant to the City of Clovis. All park development recommendations generated throughout this process will be consistent with the Americans with Disabilities Act and California's State Model Water Efficient Landscape Water Ordinance.

### Community Outreach

#### Meetings

O'Dell Engineering understands that the Clovis community has expressed a desire to be involved in the early planning stages of the document. The O'Dell team will work closely with City staff to schedule and conduct community meetings and outreach efforts. The team intends to conduct and attend two community meetings early in the research phase of the project. Secondary meetings will be held to present draft Master Plan information to interested parties, for a total of five to six meetings including community forums, meetings with staff members from the City of Clovis, Planning Commission, and City Council meetings.

All meetings and presentation information will be made available in Spanish as well as English. O'Dell Engineering's bilingual, in-house staff will be in attendance to translate as necessary. The team has identified the following important groups that may be invited to the discussions:



*Chad Kennedy working with children at a public outreach event*

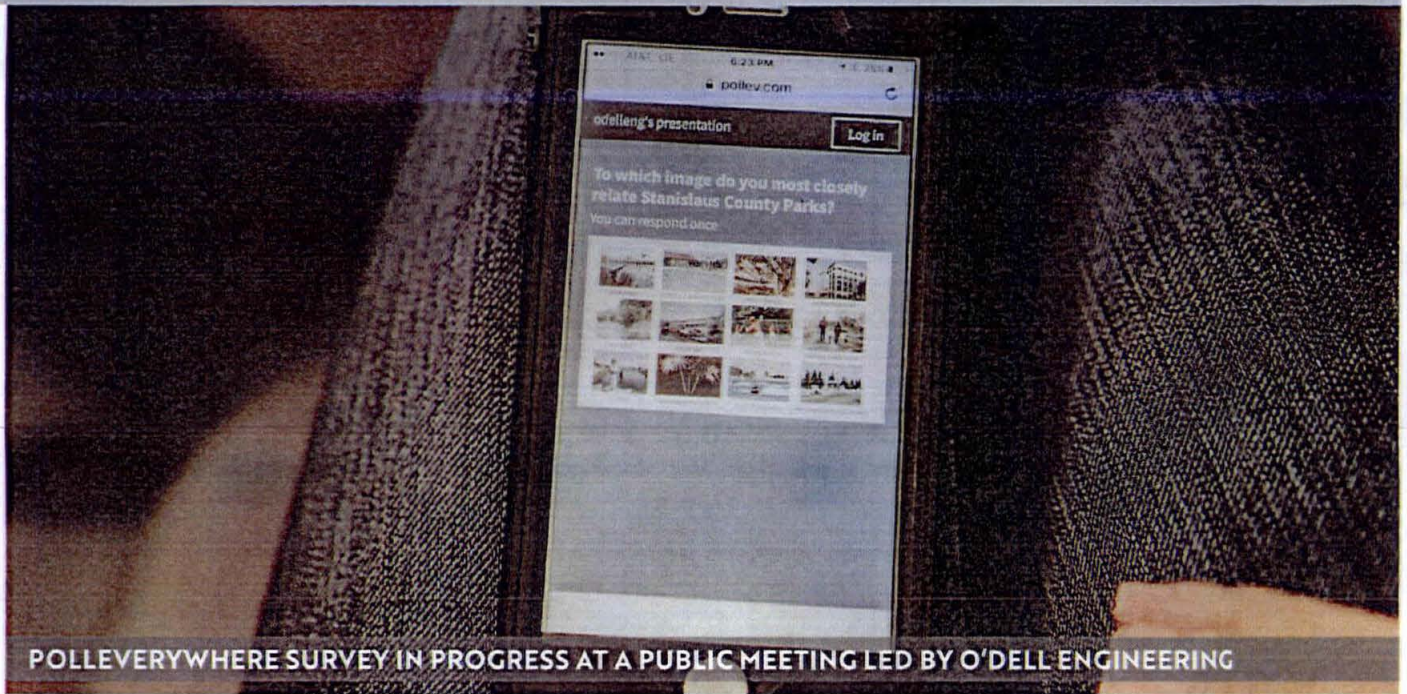
- Focus group members (dog park interest groups, local community organizations such as Lions or Rotary, etc.)
- Local land developers
- Local business owners
- Organized adult and youth sports groups
- Passive and recreational park users
- City staff (Public Works, Recreation Programming, Maintenance, Planning, Building)
- Local Government (City Council, Parks & Recreation Commission, Airport Advisory Commission, and planning commission)



*Chad Kennedy presenting at a public outreach event*

The O'Dell team will schedule meetings, prepare audio/visual presentations, provide design for meeting announcements, coordinate online announcements, and arrange venues for these meetings. Meetings should be held at different venues throughout the city to accommodate and solicit input from as many in the community as possible.





**POLLEVERYWHERE SURVEY IN PROGRESS AT A PUBLIC MEETING LED BY O'DELL ENGINEERING**

### **Web-Accessible Presentations**

A common mistake during outreach efforts is to overlook the population who is not as involved and vocal. The O'Dell team is cognizant of this group and knows that their input is as valuable as the rest of the community. By providing a variety of methods to submit input and by using several methods of outreach, this group of the community will be able to participate without having to attend planned meetings. This can be accomplished through online surveys, website posts, social media, and hard copy materials.

The planning team will use modern tools to engage the groups that participate in meetings through an online tool, Polleverywhere.com. The team uses this tool at public outreach events to solicit input from people who typically are not very vocal and or hesitant to speak out in a group setting. The system is interactive, real-time and can be projected on a screen or wall so everyone in the room can see exactly what the group's preferences are. In addition, this format tends to help meeting atmospheres to be more upbeat and enjoyable.

O'Dell Engineering is also capable of hosting an online meeting using interactive webinar software. Zoom webinar software is a user-friendly, intuitive webinar platform which would allow a large audience to participate from the location of their choice, whether it be from home, from a meeting room at a local library, or elsewhere. Used in tandem with the Polleverywhere interactive online survey, these webinars have the potential of gathering feedback from a broad audience without requiring physical attendance at public meetings.





MEETUP AT THE DOG PARK: PHOTO BY SUSAN JANE GOLDING

### Community Survey

O'Dell Engineering will create, use, and compile data from a state-of-the-art community based survey to determine what the community's needs are as related to parks and open space.

- **Survey Objectives** - The primary intent of this community based survey is to determine general community energy behind locating dog parks within the City and to pinpoint specific amenities community members like or dislike in their experience using other dog parks. The survey will be distributed to the community/stakeholder groups via email, posted to City social networking outreach accounts, and advertised at all community meetings. The following are survey objectives:
  - » Determine current community enthusiasm behind specific locations for future dog parks
  - » Increase exposure and planning transparency for the project
  - » Obtain data pertinent to funding, maintenance, and branding efforts
  - » Identify specific amenities the public would like to see at municipal dog parks
- **Importance/Satisfaction Questions** - Importance/Satisfaction based survey questions are an innovative survey strategy used by approximately only 5% of surveys. These questions produce a quantifiable snapshot of importance versus satisfaction. This information can then be used as a gauge to determine under-served or unrecognized opportunities, in essence determining where limited resource can make the most impact. The graph to the right is a sample image of survey data plotted on a graph. After data processing and analysis items with a score over 10 are solid opportunities to focus attention on. Items with scores over 11 are ranked as high opportunities and should be first priority.

### Dog Park Master Planning

An analysis of all recreation programming, services, and facilities will be conducted to develop a comprehensive strategy to allow the City to meet the dog park needs of the community. This will include identification of the types of park opportunities the community desires, recommended location decisions, and presenting necessary mechanisms for implementation. Current best practices and design guidelines will be incorporated into the plan to establish a framework for successful future planning of dog park facilities. City staff time will be needed to provide access to information, answer questions, and provide their professional observations and insights.

Three different design concepts for dog parks which may be tailored to meet different candidate sites will be provided. An engineer's construction estimate will be provided for each design, along with an estimate of annual maintenance costs, annual water use and cost, and construction timeline estimates.





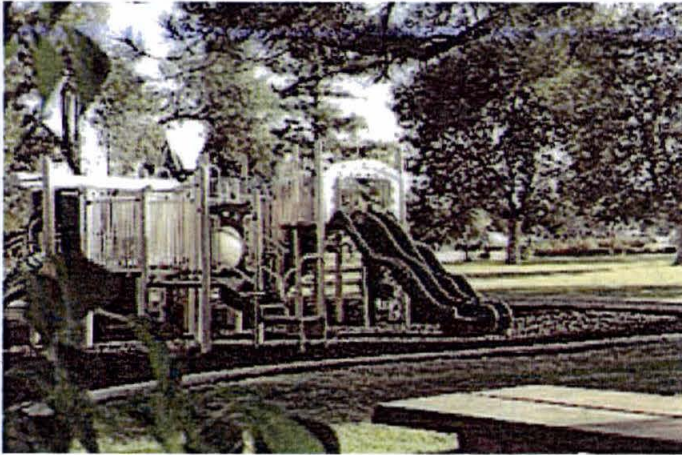
An examination will be made of the City's maintenance, management, and financial capacity. Recommendations and strategies offered to the City will be designed for consistency with the 2018 Parks Master Plan and City General Plan. Several factors will be incorporated within recommendations and strategies presented to the City. These include:

- Desired outcomes
- What problems will dog park recreation programs, services and facilities help solve?
- Do they provide individual or community wide benefits?
- Best practices
- Current and future trends

Cutting-edge trends in dog park and municipal park design which may be integrated in order to create the most appropriate City of Clovis dog parks possible include:

- Screening or edge treatment with a path along park edges to minimize wear along fences.
- Social comfort - Dog parks are as much about the dog owners as they are about the dogs! Include shade, seating areas, etc.
- Dynamic use of ground plane materials (e.g., Grass, turf, decomposed granite, or other).
- Enhancing natural grass longevity through thorough soil preparation.
- Incorporate a temporary soil crop to break up soils (use of perennial rye or daikon may be used) to add deep organics and create soil structure ahead of surface planting.
- Integrate into the soil the use of biochar to buffer against high salts.
- Treat soil with compost tea to increase microbial activity in soil and produce moderated nutrients in the soil throughout the year.
- Design for low water irrigation, either by plant choice or use of water-saving irrigation technology.
- Consider access control to moderate use and maintenance requirements by means of limited access via membership/access cards/online codes/apps, etc.
- Integration with dog park social apps etc. to maximize user friendliness and flexibility.
- Integration of dog sensitive sensory activities and options (varied surfaces, plants, provision of water, etc.).
- Include educational information in the form of kiosks or screens that educate the public on dog behaviors (low risk vs. high risk), play styles, and how and when to intervene.
- Appropriate agility course integration.





*Existing City of Clovis Parks will be assessed to identify future dog park potential locations*

### Community Benefits

It is important to deliver facilities and services that are valued community wide and not just reflective of current user needs. At any one time only 12-15% of households in a community are using parks and recreation facilities and services. Local resources for the City's general fund primarily come from taxes paid by both users and non-users of specific programs and services. City Council, with responsibility for the general fund, then redistributes those funds among the various City departments. The City typically uses most of the funds to deliver services that provide community-wide benefits to all its residents, but uses some to deliver benefits only to users. Definitions for individual, community, and partial individual benefits are detailed below, based on the work of Distinguished Professor John L. Crompton, Texas A & M University. These definitions are a helpful tool when deciding how to allocate valuable City resources and in determining appropriate fees.

- Individual Benefits: Benefits that, for the most part, are received by participating individuals or organizations rather than by the rest of the community. It is usually possible to exclude people who are not willing to pay for the service. When individuals receive most of the benefits from a service, it seems only fair and logical that they should pay to cover most of the cost of providing for them.
- Community Benefits: Benefits from which a large proportion of community residents benefit, rather than only a small number of users. Because the benefits are shared by all or most residents, the cost of these services is typically borne by a community's general fund, rather than by revenues paid by individual users.
- Partial Community Benefits: Benefits which lie somewhere between the two poles. These have some attributes of the other two categories in that some of the benefits are received by individual users, but some benefits also accrue to non-participants.
- Parks and Recreation can potentially deliver the following benefits to its community members. This includes community members who are not currently using the Parks and Recreation Department's offerings and facilities.
  - » Alleviating Social Problems
    1. Community Regeneration
    2. Preventing Deviant Behavior Among Youth
    3. Raising Levels of Educational Achievement
    4. Facilitating Healthy Lifestyles
    5. Reducing Environmental Stress
    6. Alleviating Unemployment Distress
    7. Historical Cultural Preservation
  - » Economic Prosperity
    1. Attracting Tourists
    2. Attracting Businesses
    3. Attracting Retirees
    4. Enhancing Real Estate Values
    5. Reducing Taxes
    6. Stimulation of Equipment Sales



## » Environmental Sustainability

1. Cleaning Water
2. Controlling Flooding
3. Cleaning Air
4. Reducing Traffic Congestion
5. Reducing Energy Costs
6. Preserving Biological Diversity
7. Problem Solving

The Parks and Recreation profession began as a problem solving industry. The park and open space movement began in England and quickly flourished in the United States as a method of increasing property values and supporting economic development. Recreation, as a profession, began when the United States was making the transition from an agrarian society to the industrial age. Initial recreation programs and services focused on job skills development and structured activities and programs targeted to juveniles as a positive alternative to crime & mischief. Today, parks and recreation departments can potentially help solve problems in the areas of economic development, sustainability, and juvenile crime, among others. **The Clovis Dog Park Master Plan will address ways that this planning initiative will contribute to the quality of life in the City of Clovis.**

## Best Practices

There are many approaches to parks and recreation planning. Some are successful, some superficial, and others quite meaningful to the lives of the participants and the vibrancy of a community. Industry best practices will be part of the analysis of dog park facilities and will be reflected in the recommendations presented to the City in this Master Plan. Presented along with the recommended best practices will be tools and strategies for implementation and documentation of success. The recommended strategies could include desired strategic partnerships, professional competencies needing enhancement, and key professional development opportunities.

## Master Plan Preparation

A draft and final Master Plan will be prepared, based on research and community outreach, for the City. The Master Plan will incorporate the following items:

- Established goals and objectives for the future of the City's dog parks based on community needs and input
- Strategies for future dog park improvements and funding methods
- Planning criteria for dog park programs and facilities (broken down by programming types)
- Base maps and graphics to clearly communicate intent
- Master plan design for the three (3) identified dog park designs
- Engineer's estimates for each of the three (3) identified dog park designs
- Maintenance and water estimated annual budgets for each of the three (3) identified dog park designs
- Construction timeline estimates for each of the three (3) identified dog park designs
- Phasing plans based on priorities

Draft and final documents will be produced in Adobe desktop publishing software and will be provided to the City in print ready digital PDF format for reproduction. Draft submittals will be made at the 50%, 90% and 100% levels. A final draft and final documents will be submitted following all draft documents.

## Meetings

Staff will attend Planning Commission Meetings or City Council Meetings for informational purposes and during the approval process. (Limited to 2 meetings). Meeting agendas and minutes will be prepared for each meeting held. Two progress meetings with City staff will also be coordinated and held to ensure that the project is on track and meeting the needs of the City.





**DOGS SOCIALIZING OFF-LEASH**

### **Special Issues**

O'Dell Engineering has included the partnership of an environmental planning subconsultant on our team for the purposes of this proposal. The role of this subconsultant will be to address any required CEQA or other environmental assessment special issues as required for the purposes of this project.

### **Environmental Planning/CEQA Services**

#### **J.B. Anderson Land Use Planning Project Services**

The City of Clovis General Plan, adopted in August of 2014, contains a Conservation and Open Space Element. The overarching goal states, "Recreation and open space that enhances quality of life, contributes to a healthy community, and conserves Clovis' natural and cultural resources." Policy 1.9 states, "Master Plan. Periodically update the Parks Master Plan to direct the implementation of the City's open space facilities."

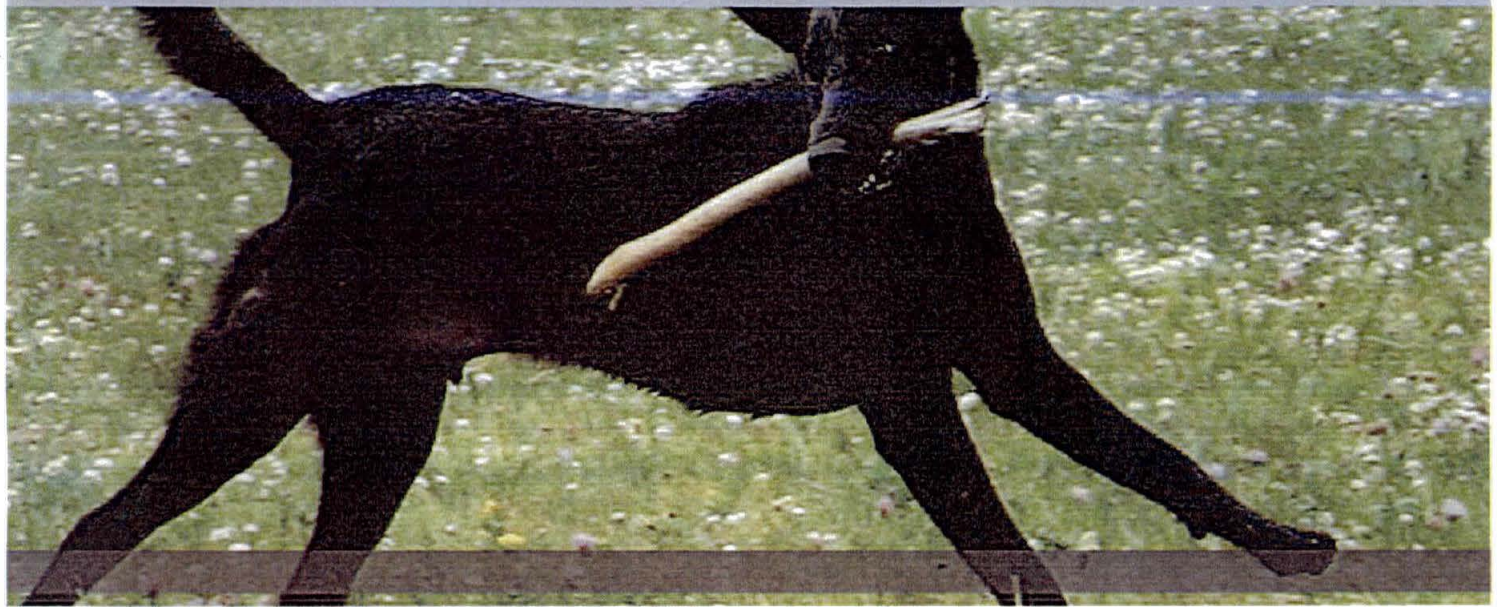
Along with the City of Clovis General Plan, the City also adopted/certified the General Plan Environmental Impact Report (EIR). Our suggested approach consists of the preparation of an Initial Study/Negative Declaration for the Dog Park Master Plan, tiered from the City's 2014 General Plan EIR in accordance with Section 15152 of the CEQA Guidelines. Section 15152 states, "tiering refers to using the analysis of general matters contained in a broader EIR (such as one prepared for a general plan or policy statement) with later EIR's and negative declarations on narrower project; incorporating by reference the general discussions from the broader EIR; and concentrating the later EIR or negative declaration solely on the issues specific to the later project." Tiering is generally appropriate when, "...the sequence of analysis is from an EIR prepared for a general plan, policy, or program of lesser scope, or to a site-specific EIR or negative declaration..." Consequently, because the Dog Park Master Plan is not expected to result in alterations of the land uses and parks and open space facilities evaluated in the 2014 General Plan EIR.

### **Task 1: Project Kick-off Meeting and Background Research**

JBA Staff shall coordinate with the Project Team to schedule and attend a Project Kick-Off Meeting. The Meeting is suggested to occur on the Project site to allow for visual inspection and discussion of the various Project components. Part of this task shall also include background information and research. Various documents, most notably the City's 2014 General Plan and Environmental Impact Report, shall be reviewed as part of this task.

- Deliverables: Meeting Minutes of the Project Kick-Off Meeting shall be provided via email, if necessary.
- Meetings: One (1) Project Kick-Off Meeting is anticipated for this task.





## Task 2: Initial Study/Mitigated Negative Declaration

JBA Staff shall initiate and prepare of the Project's Initial Study/Negative Declaration. The Project's Initial Study shall be prepared in accordance with Section 15603 of the CEQA Guidelines. The format of the Initial Study shall follow Appendix G of the CEQA Guidelines, as well as the format typically utilized by City of Clovis Planning staff.

The Initial Study shall consist of the following:

- Background
- Sources and References
- Environmental Factors Potentially Affected
- Determination
- Summary of Mitigation Measures
- Background and Introduction
- Project Description
- Environmental Evaluation
  - » Aesthetics
  - » Agricultural and Forestry Resources
  - » Air Quality
  - » Greenhouse Gas Emissions
- » Hazards and Hazardous Materials
- » Hydrology and Water Quality
- » Land Use and Planning
- » Mineral Resources
- » Noise
- » Population and Housing
- » Public Services
- » Recreation
- » Transportation and Traffic
- » Utilities and Service Systems
- » Mandatory Findings of Significance
- Appendices (if applicable)

JBA Staff shall first prepare an Administrative Review Draft Initial Study/ Negative Declaration for review by the Project Team and the City of Clovis. The City staff shall be provided one (1) electronic copy for review and comment. Upon review and comment, JBA Staff shall incorporate comments from the City, and prepare the Public Review Draft Initial Study/Negative Declaration (IS/ND).

Upon completion of the Public Review Draft IS/ND, JBA Staff also prepare the Project's Notice of Completion and Notice of Intent. The Notice of Completion and Notice of Intent shall be prepared in accordance with Section 15072 of the CEQA Guidelines. Appendix C of the CEQA Guidelines shall be utilized for the Notice of Completion. JBA Staff shall utilize the Notice of Intent format typically used by the City of Clovis.

JBA staff shall also be responsible for preparing and distributing the proper Public Notices in accordance with CEQA. Our Team will coordinate with City staff to identify contacts and information for responsible parties scheduled to receive said Public Notices.



## TECHNICAL PROPOSAL: SECTION 3

- Deliverables: One (1) electronic copy of the Administrative Draft Initial Study/Negative Declaration, and ten (10) hard copies and 1 electronic copy of the Final Initial Study/Negative Declaration.
- Meetings: There are no meetings anticipated for this task. However, Conference Calls may be warranted to conduct discussions on the Project's Initial Study/Negative Declaration.

### **Task 3: Public Review Period**

Once the 30-day Public Review period has closed, JBA Staff shall collect and review comments received. For the purposes of this task, it is not anticipated that the Project's Negative Declaration will be required to be re-circulated for public review based on the level and type of public comments received. However, based on the nature of the comments received, JBA Staff shall provide a recommendation to City of Clovis staff as to how to proceed in accordance with the CEQA Guidelines, including any responses to comments that may be required. Said recommendation will be provided via email correspondence.

- Deliverables: If necessary, Response to Comment Letters.
- Meetings: There are no meetings anticipated for this task.

### **Task 4: Public Hearing and Notice of Determination**

Based on the determination made in Task 1, JBA Staff shall coordinate with the Project Team and City staff to allow for approval of the Project's Negative Declaration. This task shall also include preparation and filing of the Project's Notice of Determination (NOD) in accordance with Section 15075 of the CEQA Guidelines. The Project's NOD shall be submitted to City Staff for filing with the State Office of Planning and Research and Stanislaus County Clerk's Office within five (5) days of certification of the Project's CEQA compliance document.

- Deliverables: One (1) electronic copy, and ten (10) hard copies of the Notice of Determination.
- Meetings: There are no meetings anticipated for this task.

### **Project Management Quality Control**

An important aspect of O'Dell's design approach is to assign an internal staff member as Quality Control Manager who will identify critical QA reviews within the project master schedule. The goal of this practice is that each deliverable shall be qualified and certified by the Quality Control Manager as being checked in accordance with an approved QA/QC plan. This QA/QC would be implemented for each planning and landscape architecture deliverable.

### **Budget & Schedule Control**

Having led the planning and design of numerous play facilities of varying scales and budgets across Northern California, O'Dell Engineering is adept at working on tight schedules and tight budgets. Some ways we typically stay on track in terms of budget is to periodically revisit, review, and re-forecast the design and construction costs as well as making sure all team members are aware of the current budget status. For us, ways of staying on schedule involve constant coordination during the design process to ensure no critical task falls through the cracks, as well as generally working with a material and planting palette that is reality available as well as construction details that are able to convey the design intent without being overly complex.

### **Proposed Schedule**

- Kick-off Meeting with City staff - First week of August 2018
- Community Outreach Meetings - September 2018
- Administrative Draft of Master Plan - December 2018
- Staff review period (3 weeks)
- Final draft of Master Plan - End of January 2019
- Staff review period (3 weeks)
- Final Master Plan completion - First week of March 2019



O'Dell Engineering							Subcons.			
Tasks	Principal * (Chad Kennedy)	Landscape Architect 2	Landscape Designer 2 * (Alison Kelly)	Landscape Designer 1	Admin	Reimbursables	Subconsultant (J. B. Anderson)	Hours	Task Subtotal	Task Total Fee
	\$210.00	\$131.00	\$110.00	\$100.00	\$80.00					
TASK/DESCRIPTION										
TASK 1 - COMMUNITY PARTICIPATION										
1.1	Community outreach meetings (2)	8	8		2	\$600		47	\$6,970	\$7,030
1.2	City meetings (planning commission / City Council) (2)	4	8					18	\$3,320	\$3,380
1.3	Survey prep and implementation	1	8	4				12	\$1,720	\$1,720
1.4	Meeting minutes		8					13	\$1,490	\$1,490
			4					4	\$440	\$440
TASK 2 - PLANNING DOCUMENT										
2.1	Progress meetings (2)	8	8					218	\$35,248	\$36,178
2.2	Draft master plan	4	90	20				16	\$2,560	\$2,560
2.3	Final draft master plan	4	36	8				118	\$13,264	\$13,264
2.4	Final master plan	4	24			\$100		52	\$6,124	\$6,124
2.5	CEQA						\$9,196	32	\$4,104	\$4,114
								0	\$9,196	\$10,116
TASK 3 - CONCEPTUAL DESIGNS										
3.1	Preliminary concepts (3)	2	8	8				109	\$12,664	\$12,664
3.2	Final concept drawings (3)	1	20	20				22	\$2,624	\$2,624
3.3	Planning level construction estimates		8					43	\$4,672	\$4,672
3.4	Annual maintenance estimates		8					10	\$1,142	\$1,142
3.5	Annual water use / cost estimates		4	4				10	\$1,142	\$1,142
3.6	Preliminary construction timelines		4					10	\$1,102	\$1,102
3.7	Community meeting attendance	4	4					6	\$702	\$702
								8	\$1,280	\$1,280
TOTAL HOURS										
	40	26	242	64	2			374		
TOTAL COST										
	\$8,400	\$3,406	\$26,620	\$6,400	\$160	\$700	\$9,196		\$54,882	\$55,872
CONSULTANT MARK-UP 10%										
						\$70	\$920			
GRAND TOTAL										
	\$8,400	\$3,406	\$26,620	\$6,400	\$160	\$770	\$10,116			\$55,872
OPTIONAL SERVICES										
A	Webinar service and equipment						\$400	0	\$400	\$440
B	Additional public meetings	4	4					8	\$1,280	\$1,280



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Prior to commencement of the Services, Consultant shall take out and maintain, at its own expense, and shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain, the following insurance until completion of the Services or termination of this Agreement, whichever is earlier, except as otherwise required by subsection (d) below. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$2,000,000.00 per occurrence or claim, \$2,000,000 aggregate. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for a period of five years following completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(iii) Worker's Compensation Insurance as required by the State of California.

(iv) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(v) Umbrella or Excess Liability. In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).



(ii) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(v) Consultant grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(vi) Any deductibles or self-insured retentions must be declared to and approved by the City of Clovis Risk Services. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

Consultant shall maintain all of the foregoing insurance coverages during the term of this Agreement, except as to (a) the products and completed operations coverage under the General Liability Insurance which shall also be maintained for a period of ten (10) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier; and (b) Professional Liability Insurance, which shall be maintained for a period of five (5) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier.

e. Subcontractors. If the Consultant should subcontract all or any portion of the work to be performed in this Agreement, the Consultant shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.





AGENDA ITEM NO: **4-A**  
City Manager: *[Signature]*

# **CITY of CLOVIS**

## **REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council  
FROM: Administration  
DATE: July 16, 2018  
SUBJECT: Consider Approval - Appointment to Fresno Metropolitan Flood Control District  
ATTACHMENT: Letter from Roy Spina Requesting Reappointment

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

On recommendation of the Mayor, subject to approval by the City Council, make reappointment of current representative, Roy Spina, to the Fresno Metropolitan Flood Control District (FMFCD) Board of Directors for another 4-year term through August 3, 2022. Please find attached Mr. Spina's letter requesting reappointment.

### **EXECUTIVE SUMMARY**

The term of appointment of Roy Spina as representative of the City of Clovis to the Fresno Metropolitan Flood Control District Board of Trustees expires on August 3, 2018. Mr. Spina has served in this capacity since August 1994 and is requesting reappointment for another four-year term through August 3, 2022.

### **BACKGROUND**

The term of appointment for the City's representative, Roy Spina, Jr., expires on August 3, 2018. Mr. Spina has served well as a representative of the City of Clovis to the Fresno Metropolitan Flood Control District Board of Trustees and regularly reports to the City Council on matters acted upon by the Board. He is now requesting reappointment to that Board. Mayor Whalen has recommended his reappointment which needs to be acted upon by the City Council.

## **FISCAL IMPACT**

None.

## **REASON FOR RECOMMENDATION**

Appointments to the Fresno Metropolitan Flood Control District Board of Trustees shall be acted upon by the City Council. The City's current representative has served this position well and has requested reappointment. If the City Council does not concur with the reappointment, the position would need to be advertised.

## **ACTIONS FOLLOWING APPROVAL**

Staff will inform Mr. Spina of the City Council's action in this matter and will take whatever further actions are needed to complete the notification for this appointment.

Prepared by: Jacquie Pronovost, Exec. Asst.  
Submitted by: Luke Serpa, City Manager LS



July 9, 2018

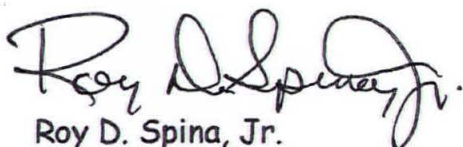
The Honorable Bob Whalen  
Mayor  
City of Clovis  
1033 5<sup>th</sup> Street  
Clovis, CA 93612

Dear Mayor Whalen,

My term as the the Clovis representative on the Board of Directors of the Fresno Metropolitan Flood Control District will expire on August 3, 2018. It has been my privilege to represent the City since August 3, 1994. Since that time the City and the District have worked together to plan and complete many projects that have benefited the community. I am proud to have participated in these projects.

I am requesting my reappointment for another term as the City's representative to the Fresno Metropolitan Flood Control District. Thank you for your consideration.

Sincerely,

  
Roy D. Spina, Jr.

Cc: Luke Serpa,  
City Manager