



CITY *of* CLOVIS

AGENDA • CLOVIS CITY COUNCIL
Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060
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.

September 17, 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 Mouanoutoua

ROLL CALL

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.

PRESENTATIONS/PROCLAMATIONS

1. Fresno Regional Workforce Development Board's Award Winner Presentation.
2. Presentation by Life Safety/Enforcement Manager Chad Fitzgerald to Clovis Emergency Response Team (CERT) Members Recognizing the Month of September as National Preparedness Month and the amazing volunteer work they do in the City of Clovis.

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 - 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.

3. City Clerk – Approval - Minutes for the September 4, 2018 and September 10, 2018 Council meetings.
4. City Clerk – Adopt – **Ord. 18-22**, R2016-17A, A request to approve an amendment to the conditions of approval of Rezone R2016-17 and the Loma Vista Community Centers North and South Master Plan to modify setback requirements and off-street parking requirements. The project site is located on the west side of Leonard Avenue, between Shaw and Gettysburg Avenues. Wilson Premier Homes, Inc., owner/ applicant; Harbour & Associates, representative. (Vote 5-0)
5. Finance - Receive and File – Investment Report for the month of July 2018.
6. Finance - Receive and File – Treasurer's Report for the month of July 2018.
7. General Services - Approval – Res. 18-____, Renewing the Retiree Medical Plan Option for Eligible Retirees and Restating the Eligibility Requirements for Participation in the Plan.
8. General Services – Approval – Res. 18-____, Authorizing Amendments to the Fire Prevention Officer Classification.
9. General Services – Approval – Selection of Janitorial Supplies Vendor.
10. Planning and Development Services – Approval - Consent to First Amendment to Declaration of Restrictions, 1800 Shaw Avenue Common Interest Development.
11. Planning and Development Services – Approval – Final Acceptance for CIP 18-01, Rubberized Cape Seal 2018.
12. Public Utilities – Receive and File – Public Utilities Report for the month of June 2018.
13. Public Utilities – Approval – Res. 18-____, A Resolution adopting rules for the City of Clovis Temporary Dog Park, located at the Sierra Bicentennial Park.

PUBLIC HEARINGS - A public hearing is an open consideration within a regular or special meeting of the City Council, for which special notice has been given and may be required. When a public hearing is continued, noticing of the adjourned item is required as per Government Code 54955.1.

14. Consider Approval – Res. 18-____, Adoption of the City of Clovis 2017-18 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds.

Staff: Heidi Crabtree, Housing Program Coordinator

Recommendation: Approve

CORRESPONDENCE – Correspondence is communication addressed to City Council that requests action.

None

ADMINISTRATIVE ITEMS – Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

15. Consider Adoption – **Ord. 18-23**, R88-09A, A request to approve an amendment to the conditions of approval to allow for the development of a multiple-family development consistent with the R-2 Zone District for property located at 1855 Austin Avenue. Mohamad Annan, owner/applicant; Aesthetics Designs, representative. (Vote: 4-1 with Councilmember Mouanoutoua voting no)
16. Consider Approval - Res. 18-____, A Request to Approve the Second Amendment to the 2017 Memorandum of Understanding between the County of Fresno and City of Clovis regarding Tax Sharing and Sphere of Influence.

Staff: Andrew Haussler, Community & Economic Development Director

Recommendation: Approve

17. Consider Approval – A Request to Waive the City's Usual Purchasing Requirements and Authorize the Purchase of Advanced Communications System Dispatch Radio Console Equipment and Authorize the City Manager to enter into an Agreement with Zetron.

Staff: Captain Curt Fleming

Recommendation: Approve

CITY MANAGER COMMENTS

COUNCIL ITEMS

18. Council Comments

CLOSED SESSION - A “closed door” (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

None.

ADJOURNMENT

Future Meetings and Key Issues			
Oct. 1, 2018 (Mon.)	6:00 P.M.	Joint Meeting with CUSD	Council Chamber
Oct. 8, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Oct. 15, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Nov. 5, 2018 (Mon.)	6:00 P.M.	Joint Meeting with Planning Commission	Council Chamber
Nov. 13, 2018 (Tue.)	6:00 P.M.	Regular Meeting	Council Chamber
Nov. 19, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Dec. 3, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Dec. 10, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Dec. 17, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber

CITY of CLOVIS
PROCLAMATION

Recognizing September as National Preparedness Month Presented in recognition and support of National Preparedness Month and the Clovis Emergency Response Team (CERT) efforts in year-round community preparedness and response activities

WHEREAS, our nation, state and community regularly deal with the effects of disaster on the lives and property of citizens each year; and

WHEREAS, recent events remind us of the power and responsibility each community member plays in preparing themselves, families and neighborhoods to respond and recover from natural and man-made disaster; and

WHEREAS, the City has undertaken efforts within departments and with community stakeholders to prepare, mitigate, respond and recover during times of crisis; and

WHEREAS, since 2005 the Clovis Emergency Response Team (CERT) has graduated over 350 volunteers who have played key roles in sandbagging, public education, cooling center staffing, incident support and exercises that encourage preparedness and emergency volunteerism throughout the community; and

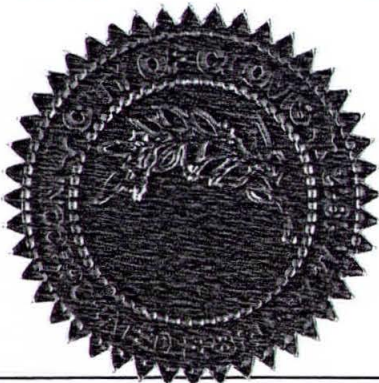
WHEREAS, Congress has recognized September as National Preparedness Month.

NOW, THEREFORE, BE IT RESOLVED, that the Clovis City Council, on behalf of the citizens of Clovis, does hereby recognize September as

National Preparedness Month

and encourages community members to prepare home emergency plans and kits and to observe this month by participating in CERT and other local community volunteer programs that assist during times of crisis.

IN WITNESS THEREFORE, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed the 17th day of September, 2018.





Mayor

Agenda Item #2

CLOVIS CITY COUNCIL MEETING

September 4, 2018

6:00 P.M.

Council Chamber

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

Roll Call: Present: Councilmembers Ashbeck, Bessinger, Flores, Mouanoutoua,
Mayor Whalen
Absent: None

PRESENTATIONS/PROCLAMATIONS

1. 6:02 P.M. - RECOGNITION OF NEW PLANNING COMMISSIONER BRANDON BEDSTED.

City Council recognized new Planning Commissioner Brandon Bedsted.

2. 6:05 P.M. - PRESENTATION OF PROCLAMATION HONORING THE KIWANIS CLUB OF OLD TOWN CLOVIS.

Councilmember Bessinger presented a proclamation honoring the Kiwanis Club of Old Town Clovis.

PUBLIC COMMENTS – 6:10

None

CONSENT CALENDAR - 6:10

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 by unanimous vote.

3. City Clerk – Approved - Minutes for the August 6, 2018 Council meeting.
4. City Clerk - Adopted - **Ord. 18-20**, R2017-18, A request to approve a prezone from the AE20 (Agricultural Exempt) Zone District to the R-1 (Single Family Residential) and P-F (Public Facilities) Zone District. (Vote 5-0)
5. City Clerk - Adopted – **Ord. 18-21**, Amending Clovis Municipal Code Section 2.1.32 establishing salaries of City Councilmembers and increasing the present salary to become effective after the March 2019 municipal election. (Vote 5-0)
6. Community and Economic Development - Received and Filed – Business Organization of Old Town (BOOT) Fourth Quarter Report, April through June 2018.
7. Community and Economic Development - Approved - Agreement between City of Clovis and the Business Organization of Old Town for Fiscal Year 2018-2019.
8. Finance - Approved - **Res. 18-113**, A Resolution of Intention (ROI) to Annex Territory (Annexation #53) (T6193-South West Corner of Ashlan and Highland, T6202-Southside of Alluvial between Fowler and Armstrong), to the Community Facilities District (CFD)

- 2004-1 and to Authorize the Levy of Special Taxes Therein and setting the Public Hearing for October 8, 2018.
9. Finance - Received and Filed – Investment Report for the month of June 2018.
 10. Finance - Received and Filed – Treasurer's Report for the month of June 2018.
 11. Finance - Received and Filed – Findings & Recommendations from Community Facilities District Citizens Committee.
 12. General Services - Approved - **Res. 18-114**, Authorizing the Execution of the Certifications and Assurances for the FY2018-2019 California State of Good Repair Program Transportation Funding.
 13. General Services – Approved – **Res. 18-115**, Amending the City's FY 18-19 Position Allocation Plan by deleting one (1) Principal Office Assistant position and adding one (1) Administrative Assistant position within the Police Department.
 14. General Services – Approved - Claim Rejection of General Liability claim for LaFrance Brown.
 15. Planning and Development Services - Approved – Final Acceptance for CIP 17-26, ADA Curb Return Ramps, Phase 11.
 16. Planning and Development Services - Approved – Final Acceptance for CIP 18-02, Trail Pavement Maintenance 2018.
 17. Planning and Development Services - Approved – Partial Acceptance for Tract 6114, located at the northwest area of Dakota and Leonard Avenues (Wilson Homes).
 18. Planning and Development Services - Approved – Reduction of Performance and Payment Securities for Final Map for Tract 6170, located at the southwest corner of Santa Ana Avenue and Sierra Vista Parkway (BN Micro LP – Bonadelle Neighborhoods).
 19. Public Safety – Approved - Newly drafted Fire Training Facility Master Use Agreement and designation of the Fire Chief as the Executing Authority for said contract.
 20. Public Safety - Approved - **Res. 18-116**, Waive normal purchasing process and approve the purchase of Project 7 Armor to replace ballistic entry vests for SWAT members.
 21. Public Safety - Approved - **Res. 18-117**, Authorizing Clovis Police Department's renewal in the State of California program to acquire surplus inventory from the Department of General Services.
 22. Public Utilities - Approved – **Res. 18-118**, Authorizing the City Manager to execute a successor MOU with Fresno County and all 15 Cities within the County for the administration and operation of various AB939 related programs.
 23. Public Utilities - Received and Filed – Public Utilities Report for the month of May 2018.
 24. Public Utilities - Approved - Waive Formal Bidding Requirements and Authorize the Purchase of Equipment off the Sourcewell Purchasing Contract from Sequoia Equipment Company, Inc.

PLANNING AND DEVELOPMENT SERVICES

25. 6:11 P.M - RECEIVED AND FILED – UPDATE ON GROUP HOME REGULATIONS (6 OR FEWER RESIDENTS) IN RESPONSE TO PUBLIC COMMENTS RECEIVED REGARDING 2343 DEAUVILLE CIRCLE, CLOVIS, CA 93619

Planning and Development Services Director Dwight Kroll presented a report on an update on group home regulations (6 or fewer residents) in response to public comments received regarding 2343 Deauville Circle, Clovis, CA 93619. The City recently received inquiries regarding the rules governing small group homes in Clovis. The City addressed group homes in 2009 with a comprehensive code update, categorizing various group

home types and manner of review if applicable or allowable under State law. Staff was made aware of an operator planning to utilize a home located at 2343 Deauville Circle as a Social Rehabilitation Facility. This item was brought before the City Council under public comments at the regular City Council meeting of August 6, 2018. As this was not on the agenda so no action could be taken; however, staff indicated that they would follow up on the proposal, specifically identify the type of use being considered and determine the status of the use as it relates to City ordinances and State regulations. Following discussion with the operator, Dr. Matthew Tatum, it was found that an application is pending with the State to operate a licensed Social Rehabilitation Facility on the property housing 6 or fewer persons. This facility would replace a currently operating Sober Living Facility.

Property owner Dr. Matthew Tatum provided an overview of the proposed use and answered questions of City Council. Tim Garver, Romero Cruz, Steven Manowski, Maureen Hennesy, Melissa Garver, area residents, spoke in opposition to the proposed use at this location due to concerns of safety, negative impact on the neighborhood, and belief that this use would be better suited in the County versus City. Resident, suffering from autism, commented on the need for such facilities. Amber, resident, spoke in support as she lives near a group home without being impacted. Sharon Vargas, spoke in support, whose sixteen year old daughter is in need of mental health support. John Wyco, nineteen months sober, spoke in support. Katy, survivor of suicide, spoke in support. Martha Espinoza, resident, spoke in support of mental health, struggles with her ten year son's mental health, and spoke in support. Oscar Santero, suffers from anxiety and depression, spoke in support. Resident, works in drug and alcohol facility, spoke in support. Ken Row, resident, 30 years in mental health field, spoke in support. Jason, pastor of a local church, spoke in support. Discussion by the City Council. It was the consensus of City Council to receive and file the report.

Recess: 8:24

Reconvene: 8:34

PUBLIC UTILITIES

26. 8:34 P.M. - APPROVED – CONTRACT AMENDMENT FOR LANDSCAPE MAINTENANCE DISTRICT (LMD) SERVICES IN LMD ZONE 1 AND LMD ZONE 3

Public Utilities Director Scott Redelfs presented a report on Contract Amendment for Landscape Maintenance Services in LMD Zone 1 and LMD Zone 3. All Commercial Landscape Service (ACLS) notified the City that they will no longer be able to serve as one of the City's landscape contractors due to inadequate compensation in these zones. ACLS is currently being compensated at \$0.1068 per square foot per year for their landscape service. City staff met with ACLS to discuss this situation. City staff also solicited proposals from two other landscape contractors that are currently maintaining other City landscapes.

ACLS submitted an amended proposal of \$0.1275 per square foot per year for the first of the remaining two terms of the contract. They proposed \$0.1313 per square foot per year for the second term. The City's contractor, who maintains the Loma Vista Area, Elite Maintenance and Tree Service (EMTS), submitted a proposal of \$0.13 and \$0.135 per square foot per term for the next two terms respectively. In addition, Evergreen Lawn

Care & Maintenance submitted a two-term cost of \$0.10 per square foot per year and \$0.11 per square foot per year respectively. Evergreen Lawn Care & Maintenance is not being considered for this contract, because they did not score high enough during the original Request for Proposal selection process. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve a contract amendment for Landscape Maintenance Services in LMD Zone 1 and LMD Zone 3. Motion carried by unanimous vote.

ADMINISTRATION (City Manager, City Clerk, Finance)

27. 8:41 P.M. - APPROVED – RES 18-119, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS CONFIRMING ASSESSMENT FOR COSTS FOR ABATEMENT OF NUISANCE, 1029 MINNEWAWA AVENUE, CLOVIS, CA, APN NO: 497-101-30.

Building Official Doug Stawarski presented a report confirming assessment for costs for abatement of nuisance, 1029 Minnewawa Avenue, Clovis, CA, APN No: 497-101-30. The City has assessed administrative citations and incurred related property nuisance abatement costs in the combined amount of Sixty Six Thousand Six Hundred Forty One Dollars and Zero Cents (\$66,641.00) related to the general condition of the property, and to repair of a hazardous exterior staircase, located at 1029 Minnewawa Avenue ("Property"). The Property owner, Thomas Gongora, has ignored these citations and demands to repair the Property for well over one year. At this time the City is entitled to recover its abatement costs and administrative penalties from Mr. Gongora and the Property. Approval of this resolution will confirm these costs and penalties as an assessment and regular lien against the Property if not paid within 15 days of the passage of the Resolution. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve a resolution of the City Council of the City of Clovis confirming assessment for costs for abatement of nuisance, 1029 Minnewawa Avenue, Clovis, CA, APN no: 497-101-30. Motion carried by unanimous vote.

CITY MANAGER COMMENTS – 9:00

City Manager Luke Serpa updated Council on the new formatting of the agenda.

COUNCIL ITEMS

28. 9:05 P.M. - APPROVED THE LEAGUE OF CALIFORNIA CITIES' ANNUAL RESOLUTIONS SET FOR APPROVAL AT THE ANNUAL CONFERENCE SEPTEMBER 12-14, 2018.

City Manager Luke Serpa presented a report on a request to approve the League of California Cities' Annual Resolutions set for Approval at the Annual Conference September 12-14, 2018. Each year at the Annual Business Meeting of the League of California Cities, each city has a voting delegate to vote on various resolutions that will guide policy actions of the League Board of Directors. The City Council should review the annual resolutions and provide policy direction to the City's voting delegate. On July

16, 2018, Council assigned Mayor Whalen as the voting delegate and Councilmember Mouanoutoua as the alternate.

The first resolution states that the League of California Cities should assess the vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and/or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy. Staff recommends City Council Approve the proposed resolution.

The second resolution calls for the Governor and the Legislature to work with the League and other stakeholders to amend Government Code Section 38611 clarifying the definition of local control, providing broad statutory authority for local officials to determine emergency service levels, and direct emergency medical response within their jurisdictions. Staff recommends City Council take no action on the proposed resolution.

Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to vote in favor of both resolutions. Motion carried by unanimous vote.

29. COUNCIL COMMENTS – 9:20

Councilmember Ashbeck commented on 10/1/2018 absence due to travel, and commented on resident Kari Colton, who has requested the City to consider a program for lower income residents for utility bills and late penalties, and reported out on a Fresno County Transportation Authority meeting.

Mayor Whalen commented on fitness equipment at Dry Creek Park being repaired. He also commented on the naming of Heritage Grove.

CLOSED SESSION

30. 9:22 p.m. - Government Code Section 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Properties: 79 N. Sunnyside Ave (APN 491-140-44S, 491-140,45S)
1433 Menlo Ave (APN 491-140-61S),
350 Park Creek Drive (APN 562-220-10),
1535 Menlo Ave (APN 491-140-59S),
1549 Menlo Ave (APN 491-140-54S),
1579 Menlo Ave (APN 491-140-55S),
500, 510 & 530 Dewitt Ave (APN 562-250-27, 28 & 29)

Agency Negotiators: Luke Serpa, Scott Redelfs
Negotiating Parties: Lorenzo and Rosemary Lopez,
John E. Roberto, Trustee,
William Bennett,
Michael A. (TE) & Robin L. (TE) De Benedetto,
Robert A. & Julie A. Wyrick,
Margaret Sayah Trustee

Under Negotiation: Price & Terms

ADJOURNMENT

Mayor Whalen adjourned the meeting of the Council to September 10, 2018

Meeting adjourned: 9:45 p.m.

Mayor

City Clerk

CLOVIS CITY COUNCIL MEETING

September 10, 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, Bessinger, Flores, Mouanoutoua
Mayor Whalen
Absent: None

PRESENTATIONS

1. 6:03 P.M. - PRESENTATION OF CERTIFICATES OF RECOGNITION TO STUDENTS RECEIVING AMERICAN LEGION BOYS AND GIRLS STATE AWARDS

Councilmember Flores presented Certificates of Recognition to Students Receiving American Legion Boys and Girls State Awards.

2. 6:13 - PROCLAMATION RECOGNIZING THE WEEK OF SEPTEMBER 9, 2018 AS NATIONAL SUICIDE PREVENTION WEEK

Councilmember Ashbeck presented a proclamation recognizing the week of September 9, 2018 as National Suicide Prevention Week.

PUBLIC COMMENTS – 6:17

Mike Cunningham, resident and member of the Board of Directors of the Central Sierra Historical Society, invited Council to a September 12, 2018 event entitled *Fire in the Sierra*.

Tom McLaughlin, Director of Planning, California Health Sciences University, provided City Council an update on the medical school campus on Alluvial and Temperance Avenues for the College of Osteopathic Medicine.

CONSENT CALENDAR - 6:34

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, that the items on the Consent Calendar be approved. Motion carried by unanimous vote.

3. Community and Economic Development - Receive and File – Community and Economic Development Department July 2017 – June 2018 Report and Department Overview.
4. Community and Economic Development - Approval – Authorize the Sale of a Portion of the Property Located at 3495 Clovis Avenue at the Northeast Corner of Clovis and Dakota Avenues to Don Pickett and Associates.

5. Finance - Approval – **Res. 18-119**, A Resolution of Intention (ROI) to Annex Territory (Annexation #54) (T6186-South East Corner of Bullard and Leonard.), to the Community Facilities District (CFD) 2004-1 and to Authorize the Levy of Special Taxes Therein and Setting the Public Hearing for October 15, 2018.
6. Public Safety – Approval – **Res. 18-120**, Amending the Police Department's Budget for FY 2018-2019 to reflect the Award from the Office of Traffic Safety Selective Enforcement Traffic Program Grant in the amount of \$70,000.00.

PUBLIC HEARINGS

7. 6:34 - APPROVED INTRODUCTION – **ORD. 18-22**, R2016-17A, A REQUEST TO APPROVE AN AMENDMENT TO THE CONDITIONS OF APPROVAL OF REZONE R2016-17 AND THE LOMA VISTA COMMUNITY CENTERS NORTH AND SOUTH MASTER PLAN TO MODIFY SETBACK REQUIREMENTS AND OFF-STREET PARKING REQUIREMENTS. THE PROJECT SITE IS LOCATED ON THE WEST SIDE OF LEONARD AVENUE, BETWEEN SHAW AND GETTYSBURG AVENUES. WILSON PREMIER HOMES, INC., OWNER/APPLICANT; HARBOUR & ASSOCIATES, REPRESENTATIVE

Associate Planner George Gonzales presented a report on a request to approve an amendment to the conditions of approval of Rezone R2016-17 and the Loma Vista Community Centers North and South Master Plan to modify setback requirements and off-street parking requirements. The applicant is requesting to amend Condition #5 of Rezone R2016-17 and the Loma Vista Community Centers North and South Master Plan for modification of the building setback and off-street parking requirements. Approval of this request would change the development standards of Planning Area #8A of the Master Plan and allow the applicant to continue processing the Site Plan Review drawings. Dirk Poeschel, representing the applicant, speaking in support of the project. Leo Wilson, applicant, spoke in support. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, for the Council to approve the introduction of Ordinance 18-22, R2016-17A, amending the conditions of approval of Rezone R2016-17 and the Loma Vista Community Centers North and South Master Plan to modify setback requirements and off-street parking requirements. Motion carried by unanimous vote.

8. 7:05 - APPROVED INTRODUCTION – **ORD. 18-23**, R88-09A, APPROVING AN AMENDMENT TO THE CONDITIONS OF APPROVAL TO ALLOW FOR THE DEVELOPMENT OF A MULTIPLE-FAMILY DEVELOPMENT CONSISTENT WITH THE R-2 ZONE DISTRICT FOR PROPERTY LOCATED AT 1855 AUSTIN AVENUE. MOHAMAD ANNAN, OWNER/APPLICANT; AESTHETICS DESIGNS, REPRESENTATIVE

Deputy City Planner Orlando Ramirez presented a report on a request to approve an amendment to the conditions of approval to allow for the development of a multiple-family development consistent with the R-2 Zone District for property located at 1855 Austin Avenue. The applicant is requesting an amendment to the

conditions of approval of Rezone R88-09A related to approximately .7 acres of land located at 1855 Austin Avenue. The amendment would allow for future development subject to the Property Development Standards of the R-2 (Medium Density Multiple Family Development) Zone District including development of typical two-story units by right. Approval of the request will allow the developer to move forward with the development of the site.

Ruben Viellegas, area resident, spoke in opposition due to concerns with privacy and negative impact on property values. Kevin Carlson, area resident, spoke in opposition due to concerns with privacy, property values, requesting single story adjacent residential properties. Mohamad Annan, applicant, spoke in support of the project. Eli Saliva, representing the applicant, spoke in support of the project. Gina Vosh, area resident, provided some history on the project, and spoke in opposition to the project. Discussion by the Council.

Motion by Councilmember Mouanoutoua for the Council to approve the introduction of Ordinance 18-23 amending the conditions of approval to allow for the development of a multiple-family development consistent with the R-2 Zone District for property located at 1855 Austin Avenue. Motion died to a lack of a second. Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve the rezone amendment and require Council consideration of a conditional use permit if processed as a planned residential development. Motion carried 4-1 with Councilmember Mouanoutoua voting no.

9. 8:08 - CONTINUED - **RES. 18-XX**, CUP2005-24A2, A REQUEST TO APPROVE A CONDITIONAL USE PERMIT AMENDING THE MASTER SITE PLAN FOR PORTAL SIERRA II WITHIN THE RESEARCH AND TECHNOLOGY PARK, LOCATED ON THE WEST SIDE OF TEMPERANCE AVENUE, NORTH OF ALLUVIAL AVENUE, GREYHAWK, LLC., OWNER AND APPLICANT; CENTERLINE DESIGN LLC., REPRESENTATIVE

Assistant Planner Lily Cha presented a report on a request to approve a conditional use permit amending the master site plan for Portal Sierra II within the Research and Technology Park, located on the west side of Temperance Avenue, north of Alluvial Avenue. The applicant is requesting approval of a conditional use permit to amend the master site plan for the business campus Planned Unit Development (PUD) known as Portal Sierra II within the R-T (Research and Technology) Park Zone District located west of Temperance Avenue and north of Alluvial Avenue. Approval of this conditional use permit will memorialize a revised layout of the proposed master site plan. Chris Ward, representing the applicant, spoke in support, and addressed questions of Council. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, for the City Council to continue the item to a date certain of October 8, 2018 to allow staff to work with the applicant to bring the concept back to City Council demonstrating walkability, more of a campus like setting, and access to the trail. Motion carried 4-1 with Councilmember Mouanoutoua voting no.

CORRESPONDENCE

10. 8:40 - CONSIDERED – POLICY DIRECTION REGARDING A REQUEST FROM WILSON HOMES, INC. FOR COUNCIL TO CONSIDER AN AMENDMENT TO THE SPHERE OF INFLUENCE TO ALLOW URBANIZATION OF APPROXIMATELY +/- 52.4 ACRES NEAR THE NORTHEAST CORNER OF SHEPHERD AND SUNNYSIDE AVENUES. L. SPENSLEY, OWNER; WILSON HOMES, APPLICANT/REPRESENTATIVE.

Planning and Development Services Director Dwight Kroll presented a report on a request from Wilson Homes, Inc. for Council to consider an amendment to the Sphere of Influence to allow urbanization of approximately +/- 52.4 acres near the northeast corner of Shepherd and Sunnyside Avenues. The City Council is being requested to direct staff to begin negotiations with the County of Fresno to amend the Clovis Sphere of Influence to allow urbanization of the +/-52.4 acre Spensley property located at the northeast corner of Shepherd and Sunnyside Avenues. This item had been under discussion during the preparation of the 2014 General Plan but for various reasons was not identified for future development in the General Plan. Subsequent discussion has occurred between the applicant, the City, the County of Fresno and LAFCo. There are a variety of issues requiring evaluation under this proposal. Staff has included some key issues and topics such as:

- Can the site be serviced with proposed and existing infrastructure?
- Is there a need for additional developable lands?
- Would the plan amendment compromise or require re-analysis of the updated water, recycled water and sewer masterplans and the associated environmental report?
- What are the benefits to the City in including this site within Clovis' Sphere of Influence?
- Would the Sphere of Influence expansion request generate peripheral issues with existing neighborhoods or stakeholders?

Dirk Poeschel, representing the applicant, spoke in support of the project. Leo Wilson, applicant, spoke in support. Paul Pierce, Dry Creek Preserve, spoke in opposition due to traffic, leap frog development, and impact on Sunnyside and Fowler Avenues due to increased traffic. Matthew Reese, area resident, spoke in support and to expand the sphere of influence to include properties to the north of the project. Deidra Childers, requested they be included in city's sphere of influence. Bud Benjamin, area resident, commented on issues that need to be addressed before moving forward. Rhonda Schmidt, area resident, raised concerns about water, concerns with traffic, but did not speak in support of being included in the sphere of influence. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, for the Council to direct staff to start the analysis and report back to City Council. Motion carried by unanimous vote.

ADMINISTRATIVE ITEMS

11. 9:26 - CONSIDER APPROVAL – **RES. 18-121**, RELEASING CITY OF CLOVIS' INTEREST IN PROPERTY LOCATED AT 325 POLLASKY AVENUE.

Councilmember Flores recused himself from consideration on the item due to a perceived conflict of interest and left the dais at 9:26 p.m.

Economic Development Director Andy Haussler presented a report on a request to release City of Clovis' interest in property located at 325 Pollasky Avenue. The building located at 325 Pollasky Avenue was owned by the County of Fresno and served as the Clovis Library until 1976 when a new library was built at 1155 Fifth Street. In exchange for the new library site, the County of Fresno deeded ownership of 325 Pollasky to the City of Clovis. In 1986, the City of Clovis entered into an Agreement for Conveyance of and Use of Land and Building to the Clovis Chamber of Commerce. The City received a letter detailing the building is now in need of major repairs and upgrades and requesting the release of the City of Clovis' interest in this property. Staff is recommending approval of the release of the City of Clovis' interest in this property.

Greg Newman, Executive Director Clovis Chamber of Commerce, spoke in support. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve a resolution releasing City of Clovis' interest in property located at 325 Pollasky Avenue. Motion carried 4-0-0-1 with Councilmember Flores abstaining. Councilmember Flores returned to the dais at 9:32.

12. 9:32 - APPROVED - A REQUEST TO INITIATE TEXT AMENDMENTS TO THE GENERAL PLAN AND DEVELOPMENT CODE TO ADDRESS THE CITY'S FOURTH CYCLE REGIONAL HOUSING NEEDS ASSESSMENT

City Planner Bryan Araki presented a report on a request to initiate text amendments to the General Plan and Development Code to address the City's Fourth Cycle Regional Housing Needs Assessment. Staff is requesting the City Council to initiate a General Plan Amendment and Ordinance Amendment to address the City's Housing Element and the RHNA. On March 12, 2018, staff presented a staff report outlining the steps taken to address the City's unaccommodated need and outlined a number of rezone scenarios to meet those needs. The Council subsequently adopted a resolution confirming the steps taken to address the City's RHNA. The City Council adopted the 2015-2023 Housing Element in 2016, which included RHNA numbers for the current (fifth) cycle and the past (fourth) cycle. The Fourth Cycle included a shortfall of 4,425 units that are required to be accommodated by rezoning properties at a density of 20 units

per acre or more. On March 12, 2018, staff provided the Council with a report summarizing the status of the City's Housing Element and Fourth Cycle RHNA, and provided a number of rezone scenarios that could address the housing shortfall. Staff is prepared to draft and recommend a rezone action that would address and accommodate all of the required 4,425 units. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve a request to initiate text amendments to the General Plan and Development Code to address the City's Fourth Cycle Regional Housing Needs Assessment. Motion carried by unanimous vote.

CITY MANAGER COMMENTS 9:42

City Manager Luke Serpa indicated he would be attending the League Annual Conference this week from Wednesday thru Friday.

COUNCIL ITEMS 9:44

13. COUNCIL COMMENTS

None

CLOSED SESSION

None

Mayor Whalen adjourned the meeting of the Council to September 17, 2018

Meeting adjourned: 9:45 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 17, 2018

SUBJECT: City Clerk - Adopt – Ord. 18-22, R2016-17A, A request to approve an amendment to the conditions of approval of Rezone R2016-17 and the Loma Vista Community Centers North and South Master Plan to modify setback requirements and off-street parking requirements. The project site is located on the west side of Leonard Avenue, between Shaw and Gettysburg Avenues. Wilson Premier Homes, Inc., owner/ applicant; Harbour & Associates, representative. (Vote 5-0)

Please direct questions to the City Manager's office at 559-324-2060.



AGENDA ITEM NO: 5
City Manager: AA

CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: September 17, 2018

SUBJECT: Receive and File - Investment Report for the Month of July 2018

Exhibits: (A) Distribution of Investments
(B) Monthly Investment Transactions
(C) Certificates of Deposit
(D) Graph of July 31, 2018 Treasury Rates

Attached is the Investment Report for the month of July 2018. Shown in Exhibit A is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Exhibit B reflects the monthly investment transactions for the month of July 2018. Exhibit C lists the certificates of deposit. Exhibit D is a graph of Treasury rates on July 31, 2018.

The investment of the City's funds is performed in accordance with the adopted Investment Policy. Funds are invested with the following objectives in mind:

1. Assets are invested in adherence with the safeguards and diversity of a prudent investor.
2. The portfolio is invested in a manner consistent with the primary emphasis on preservation of the principal, while attaining a high rate of return consistent with this guideline. Trading of securities for the sole purpose of realizing trading profits is prohibited.
3. Sufficient liquidity is maintained to provide a source for anticipated financial obligations as they become due.
4. Investments may be made, consistent with the Investment Policy Guidelines, in fixed income securities maturing in three years or less and can be extended to five years with the City Manager's approval.

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90 day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates the City of Clovis portfolio return may be less than that of the annualized 90 day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90 day Treasury bill. The current 90 day Treasury bill rate (annualized) is 1.46%. The rate of return for the City of Clovis portfolio is 1.80%. The goal for the City of Clovis investment return is 120% of the 90 day Treasury bill rate. The current rate of return is 123% of the Treasury bill rate.

In accordance with the Investment Policy the investment period on each investment does not exceed three years and can be extended to five years with the City Manager's approval. As of July 2018 the average investment life of the City's investment portfolio is 0.93 years.

Current Investment Environment and Philosophy

During the month of July 2018 the Federal Reserve did not adjust the federal funds rate and it remained at 1.75%-2.00%.

On July 31, 2018 the Treasury yield curve shows a steady increase that is only slightly more pronounced at the interval between six months and 2 years.

Certificates of Deposit (CD's)

The City purchases both negotiable and non-negotiable Certificates of Deposit (CD's). Although negotiable CD's can be traded, it is the City's policy to buy and hold all CD's. Negotiable CD's are held by U.S. Bank, a third party custodian. Non-negotiable CD's are held in the City's safe.

Purchases and Maturities

- No government securities were purchased.
- No government securities were called or matured.
- 2 certificates of deposit totaling \$500,000.00 were purchased.
- 2 certificates of deposit totaling \$490,000.00 were called or matured.

Market Environment

- During July, the federal funds rate was increased to 1.75% - 2.00%.
- On July 31, the yield curve increased steadily for shorter term treasuries (through six months) and shows smaller increases beyond six month treasuries. See Exhibit D, Graph of Treasury Rates on July 31, 2018.

Prepared by: Haley Lynch, Deputy Finance Director


Submitted by: Jay Schengel, Finance Director 

Exhibit A

City of Clovis
Distribution of Investments
As of July 31, 2018

	<u>COST</u>	<u>NET BOOK VALUE</u>	<u>MARKET VALUE *</u>	<u>YIELD TO MATURITY</u>	<u>STATED INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY FROM 7/31/2018</u>
GOV'T SECURITIES								
FNMA	3,018,480	3,018,480	2,988,690	1.125%	1.125%	06/09/16	12/14/18	136
FHLB	3,000,000	3,000,000	2,975,550	1.250%	1.250%	04/29/16	04/29/19	272
FFCB	3,007,560	3,007,560	2,968,230	1.300%	1.300%	06/09/16	06/06/19	310
FNMA	3,006,150	3,006,150	2,967,990	1.250%	1.250%	07/13/16	06/28/19	332
FNMA	3,002,400	3,002,400	2,962,080	1.125%	1.125%	07/26/16	07/26/19	360
FHLMCMTN	2,997,000	2,997,000	2,963,640	1.500%	1.500%	10/12/17	09/27/19	423
FHLB	2,498,750	2,498,750	2,472,350	1.625%	1.625%	11/16/17	10/30/19	456
FNMA	3,000,000	3,000,000	2,948,190	1.250%	1.250%	11/16/16	11/15/19	472
FHLMCMTN	3,000,000	3,000,000	2,949,630	1.300%	1.300%	11/28/16	11/27/19	484
FFCB	2,502,117	2,502,117	2,494,125	2.390%	2.750%	06/05/18	12/05/19	492
FFCB	994,500	994,500	976,540	1.400%	1.400%	03/30/17	02/24/20	573
FHLB	1,008,597	1,008,597	987,180	1.875%	1.875%	03/22/17	03/13/20	591
FNAMAMTN	3,006,210	3,006,210	2,950,800	1.700%	1.700%	05/02/17	04/27/20	636
FNAMAMTN	3,007,770	3,007,770	2,953,350	1.800%	1.800%	05/02/17	04/27/20	636
FFCB	1,990,555	1,990,555	1,946,820	1.320%	1.320%	08/31/17	05/07/20	646
FHLMCMTN	2,498,750	2,498,750	2,450,975	1.550%	1.550%	05/25/17	05/22/20	661
FFCB	2,500,000	2,500,000	2,444,550	1.670%	1.670%	06/01/17	06/01/20	671
FHLB	5,000,000	5,000,000	4,903,150	1.625%	1.625%	06/26/17	06/26/20	696
FAMCMTN	2,500,000	2,500,000	2,451,275	1.650%	1.650%	07/27/17	06/29/20	699
FHLB	2,500,000	2,500,000	2,449,675	1.640%	1.640%	07/27/17	06/29/20	699
FFCB	5,000,000	5,000,000	4,891,300	1.625%	1.625%	07/06/17	07/06/20	706
FHLB	2,455,547	2,455,547	2,445,050	1.680%	2.750%	06/01/18	08/28/20	759
FHLB	2,465,678	2,465,678	2,451,650	1.800%	1.950%	01/18/18	08/28/20	759
FHLB	2,500,000	2,500,000	2,443,575	1.600%	1.800%	03/16/18	09/18/20	780
FNAMAMTN	2,500,000	2,500,000	2,446,025	1.850%	1.600%	09/18/17	10/13/20	805
FNMA	2,442,365	2,442,365	2,428,250	1.500%	2.100%	12/22/17	10/28/20	820
FHLB	2,488,750	2,488,750	2,453,075	1.950%	1.850%	11/16/17	11/25/20	848
FFCB	3,000,000	3,000,000	2,947,470	2.100%	1.500%	03/01/18	12/22/20	875
FHLB	2,486,055	2,486,055	2,468,250	2.300%	2.300%	03/01/18	01/26/21	910
FHLMCMTN	2,497,500	2,497,500	2,457,000	2.150%	2.150%	01/26/18	01/26/21	910
FHLMCMTN	2,258,140	2,258,140	2,242,822	2.545%	1.875%	06/01/18	03/29/21	972
FAMCMTN	2,502,236	2,502,236	2,484,425	2.650%	2.650%	06/28/18	04/19/21	993
FNAMAMTN	2,500,000	2,500,000	2,475,700	2.750%	2.750%	04/30/18	04/30/21	1,004
FHLB	2,568,983	2,568,983	2,553,375	2.647%	3.625%	06/28/18	06/11/21	1,046
SECURITIES TOTAL	<u>\$ 91,704,091</u>	<u>\$ 91,704,091</u>	<u>\$90,392,757</u>					
LAIF		<u>\$ 65,000,000</u>	<u>\$ 65,000,000</u>					
MONEY MARKET (Rabo)		<u>\$ -</u>	<u>\$ -</u>					
Sweep Account (Union Bank)		<u>\$ 12,238,250</u>	<u>\$ 12,238,250</u>					
TOTAL CD'S		<u>\$ 11,999,000</u>	<u>\$ 11,883,744</u>					
TOTAL INVESTMENTS		<u>\$ 180,941,341</u>	<u>\$ 179,514,751</u>					

* Market values for securities obtained from US Bank.

Exhibit B

City of Clovis
Monthly Investment Transactions
As of July 31, 2018

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
Union Bank	LAIF	Interest	308,572			07/13/18	
Enerbank USA	CD	Maturity	(245,000)	(245,000)	1.400%	07/13/18	07/13/18
Welch State Bank	CD	Maturity	(245,000)	(245,000)	1.350%	07/17/18	07/17/18
Spiritbank Na	CD	Purchase	250,000	250,000	3.000%	07/13/18	07/13/21
Spiritbank Na	CD	Purchase	250,000	250,000	3.000%	07/13/18	07/13/21

PORTFOLIO DATA

Current Month (07/18)

	Book	Market
CD'S	\$ 11,999,000	\$ 11,883,744
Gov't Securities*	91,704,091	90,392,757
LAIF	65,000,000	65,000,000
Money Market (Rabo Bank)	0	0
Sweep Account (Union Bank)	12,238,250	12,238,250
TOTAL	\$ 180,941,341	\$179,514,751

One Month Previous (06/18)

	Book	Market
CD'S	\$ 12,484,000	\$12,354,163
Gov't Securities*	91,704,091	90,508,977
LAIF	65,000,000	65,000,000
Money Market (Rabo Bank)	0	0
Sweep Account (Union Bank)	24,686,705	24,686,705
TOTAL	\$ 193,874,797	\$ 192,549,845

Three Months Previous (04/18)

	Book	Market
CD'S	\$ 12,414,000	\$12,294,487
Gov't Securities*	82,415,548	81,175,880
LAIF	65,000,000	65,000,000
Money Market (Rabo Bank)	0	0
Sweep Account (Union Bank)	24,313,441	24,313,441
TOTAL	\$ 184,142,989	\$ 182,783,808

Six Months Previous (01/18)

	Book	Market
CD'S	\$ 12,389,000	\$ 12,308,492
Gov't Securities*	72,521,451	71,540,065
LAIF	64,929,256	64,929,256
Money Market (Rabo Bank)	0	0
Sweep Account (Union Bank)	22,871,091	22,871,091
TOTAL	\$ 172,710,798	\$ 171,648,904

One Year Previous (07/17)

	Book	Market
CD'S	\$ 13,084,000	\$ 13,055,864
Gov't Securities*	55,064,766	54,853,785
LAIF	64,558,000	64,558,000
Money Market (Rabo Bank)	9,691,963	9,691,963
Sweep Account (Union Bank)	0	0
TOTAL	\$ 142,398,729	\$ 142,159,612

*Adjusted Quarterly for Premium/Discount Amortization

City of Clovis
Certificates of Deposit
As of July 31, 2018

* Exhibit C

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 07/31/18	INTEREST FREQUENCY
FIRST BUSINESS	245,000	244,951.00	1.400%	08/18/15	08/17/18	17	SEMI-ANNUALLY
BUCKS COUNTY	245,000	244,973.05	1.300%	08/31/15	08/31/18	31	MONTHLY
WASHINGTON COUNTY	129,000	128,963.88	1.250%	09/23/15	09/24/18	55	MONTHLY
KEY BANK	245,000	244,789.30	1.300%	11/12/15	11/13/18	105	SEMI-ANNUALLY
WELLS FARGO BANK	245,000	244,757.45	1.400%	11/12/15	11/13/18	105	MONTHLY
GOLDMAN SACHS BK	245,000	244,828.50	1.750%	01/13/16	01/14/19	167	SEMI-ANNUALLY
FIRST SAVINGS BANK	245,000	243,875.45	1.250%	02/19/16	02/19/19	203	MONTHLY
FIRST WESTERN	245,000	244,365.45	1.150%	02/26/16	02/26/19	210	MONTHLY
KATAHDIN TRUST	245,000	244,225.80	1.200%	02/26/16	02/26/19	210	MONTHLY
BRYN MAWR TR	245,000	243,873.00	1.200%	03/30/16	03/29/19	241	MONTHLY
CBC Fed Crdit Union	250,000	248,962.50	1.600%	10/20/17	04/22/19	265	MONTHLY
PRIVATE BANK	245,000	243,223.75	1.100%	05/20/16	05/20/19	293	SEMI-ANNUALLY
HORIZON BANK	245,000	242,893.00	1.100%	05/25/16	05/24/19	297	MONTHLY
QUANTUM NATIONAL	245,000	242,567.15	1.150%	06/22/16	06/21/19	325	QUARTERLY
DISCOVERY BANK	245,000	242,469.15	1.200%	07/01/16	07/01/19	335	SEMI-ANNUALLY
NORTHERN BANK TRUST	245,000	242,314.80	1.100%	07/12/16	07/12/19	346	QUARTERLY
MORGAN STANLY BANK	250,000	248,190.00	1.700%	09/30/17	08/12/19	377	SEMI-ANNUALLY
WEX BANK	245,000	241,690.05	1.200%	08/12/16	08/12/19	377	SEMI-ANNUALLY
FNB OF MCGREGOR	245,000	241,641.05	1.100%	08/18/16	08/19/19	384	MONTHLY
HAMNI BANK	250,000	249,335.00	2.100%	09/09/18	09/09/19	405	SEMI-ANNUALLY
ALLY BANK	245,000	241,280.90	1.300%	09/15/16	09/16/19	412	MONTHLY
ATLANTIC	245,000	241,102.05	1.200%	09/30/16	09/30/19	426	MONTHLY
First Technology Fed Cr Un Mtn	250,000	247,965.00	1.800%	10/16/17	10/16/19	442	MONTHLY
MORTON COMMUNITY BANK	245,000	241,523.45	1.500%	12/15/16	12/16/19	503	SEMI-ANNUALLY
SALLIE MAE	245,000	242,101.65	1.750%	01/11/17	01/13/20	531	SEMI-ANNUALLY
STEARNS BANK	245,000	241,317.65	1.600%	02/10/17	02/10/20	559	MONTHLY
CRESCENT BANK	245,000	241,065.30	1.550%	02/15/17	02/14/20	563	MONTHLY
PYRAMAX BANK	245,000	241,212.30	1.600%	02/17/17	02/18/20	567	MONTHLY
AMERICAN EXPRESS	245,000	241,498.95	1.900%	04/17/17	04/06/20	615	MONTHLY
FIRST BANK	245,000	240,545.90	1.600%	04/17/17	04/20/20	629	MONTHLY
ION BANK	245,000	240,531.20	1.600%	04/17/17	04/20/20	629	MONTHLY
COMMUNITYWIDE/20416TAN2	250,000	246,510.00	1.950%	12/01/17	06/01/20	671	MONTHLY
NTHWT DIST CH8	250,000	245,217.50	1.700%	06/16/17	06/16/20	686	MONTHLY
TBK BANK SSB	250,000	245,597.50	1.800%	06/23/17	06/23/20	693	MONTHLY
AMER NATL	250,000	244,895.00	1.700%	07/12/17	07/13/20	713	MONTHLY
Mb Financial Bank	250,000	245,075.00	1.800%	08/10/17	08/10/20	741	MONTHLY
East Boston Svgs Bk Boston Ma	250,000	244,625.00	1.800%	09/28/17	09/28/20	790	MONTHLY
Medallion Bk Salt Lake City Utah	250,000	244,877.50	1.850%	09/29/17	09/29/20	791	MONTHLY
Illinois Cmnty	250,000	245,147.50	2.000%	11/28/17	11/30/20	853	MONTHLY
First Bank	250,000	246,367.50	2.300%	02/06/18	02/08/21	923	MONTHLY
MERCHANTS MANUFACTURERS	250,000	246,315.00	2.300%	02/16/18	02/16/21	931	MONTHLY
MERRICK BANK	250,000	247,712.50	2.550%	03/09/18	03/09/21	952	MONTHLY
Towne Bank	250,000	248,412.50	2.700%	04/27/18	04/27/21	1,001	MONTHLY
Citibank	250,000	249,615.00	2.900%	05/22/18	05/24/21	1,028	MONTHLY
University of Iowa Cmnty FCU	250,000	249,605.00	2.900%	05/24/18	05/28/21	1,032	MONTHLY
B Bay LLC	250,000	250,212.50	3.000%	06/15/18	06/15/21	1,050	MONTHLY
Connectone Bk Englewood Cliffs	250,000	250,220.00	3.000%	06/15/18	06/15/21	1,050	MONTHLY
Bar Harbor Bank Trust	250,000	250,170.00	3.000%	06/29/18	06/29/21	1,064	MONTHLY
Spiritbank Na	250,000	250,135.00	3.000%	07/13/18	07/13/21	1,078	MONTHLY
Negotiable CD TOTAL	\$ 11,999,000	\$ 11,883,744					
CD TOTAL	\$ 11,999,000	\$ 11,883,744					

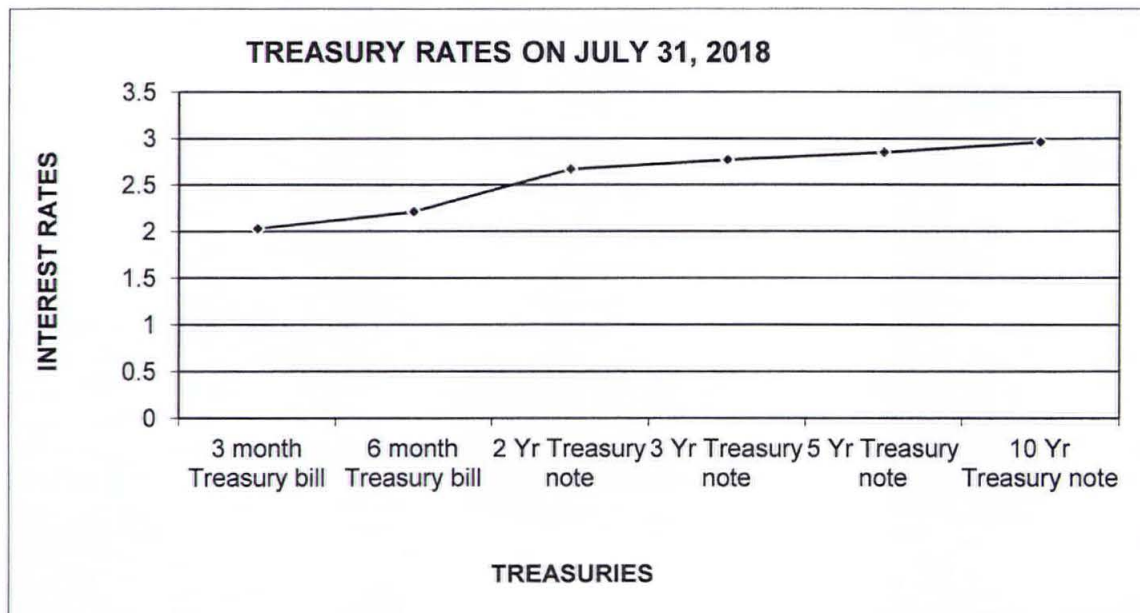
Exhibit C

**CITY OF CLOVIS
FINANCE DEPARTMENT
JULY 31, 2018 TREASURY RATES**

Exhibit D

Treasury Rates as of July 31, 2018

3 month Treasury bill	2.03
6 month Treasury bill	2.21
2 Yr Treasury note	2.67
3 Yr Treasury note	2.77
5 Yr Treasury note	2.85
10 Yr Treasury note	2.96



As indicated in the above graph, treasuries climb at a steady pace with an increase that is only slightly more pronounced at the interval between 6 months and 2 years.



AGENDA ITEM NO:

6

City Manager:

CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: September 17, 2018


SUBJECT: Receive and File - Treasurer's Report for the Month of July 2018

ATTACHMENTS: (A) Statement of Cash Balances
(B) Summary of Investment Activity
(C) Investments with Original Maturities Exceeding One Year

Attached for the Council's information is the Treasurer's Report for the month ended July 31, 2018.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements and fund balances. The first page of the report provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. The second page of the report summarizes the investment activity for the month and distribution, by type of investment, held by the City. The third page lists all investments with original maturities exceeding one year as of the month ended July 31, 2018.

Prepared by: Haley Lynch, Deputy Finance Director

Submitted by: Jay Schengel, Finance Director 

City of Clovis
Statement of Cash Balances
As of July 31, 2018

Previous Balance		\$ 11,504,977.74
Deposits		29,089,719.85
Disbursements		<u>(28,111,971.47)</u>
Current Balance		<u>\$ 12,482,726.12</u>
FUNDS	BALANCE	
100 General Fund	\$ 8,863,106.26	
201 Local Transportation	12,602,831.12	
202 Parking and Business Improvements	109,425.84	
203 Off Highway Use	67,339.33	
205 Senior Citizen Memorial Trust	50,656.02	
207 Landscape Assessment District	3,573,190.81	
208 Blackhorse III (95-1) Assessment District	117,824.87	
301 Park & Recreation Acquisition	6,413,789.99	
305 Refuse Equipment Reserve	1,458,881.05	
310 Special Street Deposit Fund	19,102,258.00	
313 Successor Agency	313,494.35	
314 Housing Successor Agency	1,112,998.45	
402 1976 Fire Bond Redemption	25,591.17	
404 1976 Sewer Bond Redemption Fund	388,075.88	
501 Community Sanitation Fund	16,017,886.61	
502 Sewer Service Fund	28,538,283.39	
504 Sewer Capital Projects-Users	1,254,979.33	
506 Sewer Capital Projects-Developer	(729,590.56)	
507 Water Service Fund	45,156,178.38	
508 Water Capital Projects-Users	4,346,302.09	
509 Water Capital Projects-Developer	3,449,306.55	
515 Transit Fund	2,728,838.73	
540 Planning & Development Services	10,820,835.17	
601 Property & Liability Insurance	798,540.17	
602 Fleet Maintenance	10,900,047.92	
603 Employee Benefit Fund	(197,231.59)	
604 General Government Services	13,615,625.89	
701 Curb & Gutter Fund	153,042.47	
702 Sewer Revolving Fund	113,225.35	
703 Payroll Tax & Withholding Fund	2,646,757.15	
712 Temperance/Barstow Assmt Dist (98-1)	72,479.14	
713 Shepherd/Temperance Assmt Dist (2000-1)	5,522.47	
715 Supp Law Enforcement Serv	29,473.63	
716 Asset Forfeiture	19,492.77	
720 Measure A-Public Safety Facility Tax	340,655.10	
736 SA Admin Trust Fund	1,421.40	
741 SA Debt Service Trust Fund	(858,605.07)	
747 Housing Successor Trust Fund	1,137.98	
SUBTOTALS	<u>\$ 193,424,067.61</u>	
999 Invested Funds	<u>(180,941,341.49)</u>	
TOTAL	<u><u>\$ 12,482,726.12</u></u>	

City of Clovis
Summary of Investment Activity
For the month of July 31, 2018

<u>Balance of Investments Previous Month End</u>		<u>\$ 193,874,796.84</u>
<u>Time Certificates of Deposit Transactions</u>		
Investments	250,000.00	
Withdrawals	<u>(735,000.00)</u>	
Total CD Changes		(485,000.00)
<u>Other Changes</u>		
Government Securities	0.00	
US Treasury Notes	0.00	
Local Agency Investment Fund	0.00	
Money Market	0.00	
Sweep Account	<u>(12,448,455.35)</u>	
Total Other Changes		<u>(12,448,455.35)</u>
Balance of Investments Current Month End		<u>\$ 180,941,341.49</u>

City of Clovis
Distribution of Investments
As of July 31, 2018

Insured CD's	11,999,000.00
Government Securities	91,704,091.47
US Treasury Notes	0.00
Local Agency Investment Fund	65,000,000.00
Money Market	0.00
Sweep Account	<u>12,238,250.02</u>
Investment Total	<u>\$ 180,941,341.49</u>

City of Clovis
Original Maturities Exceeding One Year
As of July 31, 2018

Institution	Face Value	Investment	Maturity	Stated Rate
		Balance At Amortized Cost		
FNMA/3135G0G72	3,000,000.00	3,018,480.00	12/14/2018	1.125%
FHLB/3130A7R72	3,000,000.00	3,000,000.00	4/29/2019	1.250%
FFCB/3133EGCZ6	3,000,000.00	3,007,560.00	6/6/2019	1.300%
FNMA/3135G0K93	3,000,000.00	3,006,150.00	6/28/2019	1.250%
FNMA/3135G0M91	3,000,000.00	3,002,400.00	7/26/2019	1.125%
FHLMCMTN/3134GB30	3,000,000.00	2,997,000.00	9/27/2019	1.500%
FHLB/3130ACLX0	2,500,000.00	2,498,750.00	10/30/2019	1.625%
FNMA/3135G0R62	3,000,000.00	3,000,000.00	11/15/2019	1.250%
FHLMCMTN/3134GAWD2	3,000,000.00	3,000,000.00	11/27/2019	1.300%
FFCB/3133EJRD3	2,500,000.00	2,502,117.00	12/5/2019	2.390%
FFCB/3133EFZT7	1,000,000.00	994,500.00	2/24/2020	1.400%
FHLB/313378J77	1,000,000.00	1,008,596.72	3/13/2020	1.875%
FNMA/3136G4NJ8	3,000,000.00	3,006,210.00	4/27/2020	1.700%
FNMA/3136G4NK5	3,000,000.00	3,007,770.00	4/27/2020	1.800%
FFCB/3133EGD69	2,000,000.00	1,990,555.00	5/7/2020	1.320%
FHLMC/3134GBQZ8	2,500,000.00	2,498,750.00	5/22/2020	1.550%
FFCB/3133EHKR3	2,500,000.00	2,500,000.00	6/1/2020	1.670%
FHLB/3130ABNQ5	5,000,000.00	5,000,000.00	6/26/2020	1.625%
FAMCMTN/3132X0UC3	2,500,000.00	2,500,000.00	6/29/2020	1.650%
FHLB/3130ABNM4	2,500,000.00	2,500,000.00	6/29/2020	1.640%
FFCB/3133EHQJ5	5,000,000.00	5,000,000.00	7/6/2020	1.625%
FHLB/3130ABZN9	2,500,000.00	2,465,677.50	8/28/2020	1.800%
FHLB/3130ACBY9	2,500,000.00	2,455,546.50	8/28/2020	1.680%
FHLB/3130ACD92	2,500,000.00	2,500,000.00	9/18/2020	1.600%
FNAMMTN/3136G4QB2	2,500,000.00	2,500,000.00	10/13/2020	1.850%
FNMA/3135G0Q97	2,500,000.00	2,442,365.00	10/28/2020	1.500%
FHLB/3130ACTL8	2,500,000.00	2,488,750.00	11/25/2020	1.950%
FFCB/3133EH4B6	3,000,000.00	3,000,000.00	12/22/2020	2.100%
FHLB/3130ADG30	2,500,000.00	2,486,055.00	1/26/2021	2.300%
FHLMC/3134GSBK0	2,500,000.00	2,497,500.00	1/26/2021	2.150%
FHLMCMTN/3134GBTG7	2,300,000.00	2,258,140.00	3/29/2021	1.875%
FAMCMTN/3132X0T84	2,500,000.00	2,502,236.25	4/19/2021	2.650%
FNAMMTN/3136G4SH7	2,500,000.00	2,500,000.00	4/30/2021	2.750%
FHLB/313373ZY1	2,500,000.00	2,568,982.50	6/11/2021	3.625%



AGENDA ITEM NO: 7
City Manager: CS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: September 17, 2018

SUBJECT: Approval – Res. 18-____, Renewing the Retiree Medical Plan Option for Eligible Retirees and Restating the Eligibility Requirements for Participation in the Plan

ATTACHMENTS: Resolution 18-____
Exhibit A - Retiree Medical / Prescription Plan Summary
Exhibit B - Pre-65 Retiree Health Plan Monthly Rates

CONFLICT OF INTEREST

None

RECOMMENDATION

Approve Resolution 18-____; renewing the City's Retiree Medical Plan option for eligible retirees and restating eligibility requirements for participation in the plan.

EXECUTIVE SUMMARY

The City has sponsored a group retiree medical plan for retirees who meet certain eligibility requirements for many years. Approval of the attached Resolution renews the retiree medical plan for the 2019 plan year.

BACKGROUND

For many years, the City has offered employees who retire from City service the option of purchasing the same medical and prescription drug benefit package offered to full-time, regular employees. The retiree medical plan option is renewed annually at the discretion of the Council. This option provides qualifying retirees (those with a minimum of five (5) years of full-time City service immediately preceding retirement) with the opportunity to continue participation in the City's medical/prescription plans. Retirees who utilize COBRA for coverage following retirement are not eligible to switch to the City's medical/prescription plan when COBRA is exhausted. Eligibility requirements for participation in the plan and rate information are listed in the attached Exhibits A-B.

FISCAL IMPACT

The retiree medical plan option is rated separately from the active City employee medical plan. In addition, monthly premiums are paid entirely by the retirees. Consequently, there is no fiscal impact to the City for offering this program.

REASON FOR RECOMMENDATION

Council action is necessary to renew the retiree medical plan option for eligible retirees for the 2019 plan year.

ACTIONS FOLLOWING APPROVAL

Upon adoption, the program renewal will become effective with the 2019 plan year, i.e., January 1, 2019. Eligible retirees will be provided with an open enrollment notice of their available options during the City's open enrollment period (i.e., October 15 through November 16, 2018). Additionally, employees who retire and become eligible during the 2019 plan year will be provided with similar notice at the time of retirement.

Prepared by: Lori Shively, Personnel/Risk Manager

Submitted by: Shonna Halterman, General Services Director



RESOLUTION 18-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
RENEWING THE RETIREE MEDICAL PLAN OPTION FOR ELIGIBLE
RETIREES AND RESTATING THE ELIGIBILITY REQUIREMENTS
FOR PARTICIPATION IN THE PLAN**

The City Council of the City of Clovis resolves as follows:

WHEREAS, the City offers a retiree health plan that allows retirees to purchase medical and prescription coverage; and,

WHEREAS, the City has established eligibility requirements for participation in the plan listed in the attached Exhibit A; and,

WHEREAS, continued offering of the retiree health plan is determined on an annual basis at the discretion of the Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Clovis, hereby renews the Retiree Medical Plan Option and rates effective January 1, 2019, as summarized in the attached Exhibits A - B.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 17, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: September 17, 2018:

Mayor

City Clerk

EXHIBIT A

**Retiree Medical/Prescription Plan Summary
for the 2019 Plan Year**

Retiree Benefits

Effective January 1, 2019, retirees of the City of Clovis will be allowed to continue in a City sponsored Retiree Medical/Prescription Plan at their own expense, provided they meet the plan eligibility requirements. Enrolled retirees will participate in the annual open enrollment for the medical/prescription plans.

Eligibility Requirements

To be eligible for the Retiree Medical/Prescription Plan, a retired/retiring employee must meet the following eligibility requirements:

1. Been continuously covered in the medical/prescription portion of the City's health plan through December 31, 2018, as a full-time regular employee or a retired enrollee; or, was continuously covered by a City-approved group medical/prescription plan as a full-time regular City employee immediately preceding retirement from the City.
2. Be eligible to retire in accordance with CalPERS age and service requirements, including disability retirement.
3. Have a minimum of five (5) years of service with the City of Clovis as a full-time regular employee immediately preceding employment separation with the City of Clovis.
4. Retired employees and their dependents are eligible for City coverage ***until they become eligible for Medicare***. Retired employees and/or their dependents that become eligible for Medicare are no longer eligible to remain on the City's retiree plans. They have the option of enrolling in Medicare and may seek supplemental coverage other than through the City's plan.
 - a. If a retired employee becomes Medicare eligible, and has a spouse who is not Medicare eligible or a dependent child under the age of 26, the spouse and child may continue City coverage even after the retired employee becomes Medicare eligible and enrolls in Medicare and a supplemental plan.

- b. A spouse who becomes Medicare eligible, or a dependent child who reaches the age of 26, will not be eligible to continue in the City's Retiree Medical/Prescription Plan.
5. An eligible employee who plans on retiring must enroll in the Retiree Medical/Prescription Plan within thirty (30) calendar days of the effective date of employment separation. If an eligible employee fails to enroll, or waives enrollment for themselves or their dependents, they shall not be eligible to enroll in the plan at a future date.
6. Eligibility for dependents normally extends through the retiree. Dependents may only be enrolled for coverage if the retiree is concurrently enrolled (except as provided for in 4-a. above). Dependents of a retiree lose eligibility for coverage under the Retiree Medical/Prescription Plan when a non-Medicare eligible retiree elects to discontinue coverage. Upon the death of a covered retiree or the death of a covered employee who was eligible to retire, a spouse or covered child may continue coverage until the spouse is Medicare eligible and the child reaches the age of 26 respectively.
7. A retiree or eligible dependent that enrolls in the Retiree Medical/Prescription Plan shall not be allowed to re-enroll in the plan if they drop coverage in the plan or fail to make their monthly premium payment within thirty (30) days of the due date.
8. Continued enrollment in the Retiree Medical/Prescription Plan is also subject to terms and conditions set forth in the Evidence of Coverage/Disclosure Document of the medical plan in which the retiree and dependents are enrolled.

A Retiree who returns to work for the City and enrolls in an active plan because of reinstatement from retirement or who has returned as an elected official, will again be eligible for retiree coverage upon retiring subject to the normal retiree requirements.

Dental and Vision Coverage

Dental and/or Vision Coverage is not available to retirees through the City of Clovis Retiree Medical/Prescription Plan.

EXHIBIT B

Pre 65 Retiree Health Plan Monthly Rates for the 2019 Program Year

	<u>Blue Shield HMO 15</u>	<u>Kaiser 15</u>
Retiree Only	\$ 966.09	\$ 846.09
Retiree & Spouse	\$1,998.59	\$1,750.59
Retiree & Child(ren)	\$1,735.36	\$1,503.36
Retiree & Family	\$2,891.27	\$2,491.27

	<u>Blue Shield PPO 80</u>	<u>Blue Shield HDHP</u>
Retiree Only	\$ 932.09	\$ 674.09
Retiree & Spouse	\$1,953.59	\$1,411.59
Retiree & Child(ren)	\$1,678.36	\$1,233.36
Retiree & Family	\$2,790.27	\$2,017.27



AGENDA ITEM NO: 8
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: September 17, 2018

SUBJECT: Approval - Res 18-____, Authorizing Amendments to the Fire Prevention Officer Classification

ATTACHMENTS: Resolution 18-____; Amendment to the Fire Prevention Officer Classification
Exhibit A – Fire Prevention Officer Classification

CONFLICT OF INTEREST
None

RECOMMENDATION

For City Council to approve a resolution authorizing the amendments to the Fire Prevention Officer Classification in order to update the duties performed and the education and experience requirements of the classification.

EXECUTIVE SUMMARY

It is necessary to revise the Fire Prevention Officer Classification in order to update the duties performed and the education and experience requirements of the classification. Updating the specification in advance of the upcoming recruitment is recommended to ensure that applicants understand the job functions they will be responsible for performing. Modification of the City's Classification Plan requires the City Council's approval.

BACKGROUND

An analysis of the Fire Prevention Officer Classification recently conducted in advance of the upcoming recruitment identified a need to revise the classification. The analysis indicates the classification is in need of revision in order to accurately depict the current scope of duties that will be performed. Specifically, it is recommended that the job duties section should be updated and the education and experience requirements be revised to state what is required for prospective incumbents. These updated classification amendments will reflect the current needs of the Fire Department. The Clovis Public

Safety Employees Association (CPSEA) represents employees in this classification, and supports the proposed changes to the classification.

FISCAL IMPACT

A recruitment will be conducted and if there is a successful candidate the Department will ask Council for a position reallocation from a Senior Fire Prevention Officer to a Fire Prevention Officer. If this occurs, the fiscal impact for salary benefits in FY18-19 may result in a reduction of approximately \$4,200.

REASON FOR RECOMMENDATION

The Fire Prevention Officer classification is recommended for revision in order to reflect accurate descriptions of the duties, education and experience requirements of the classification. Modification of the City's Classification Plan requires the City Council's approval.

ACTIONS FOLLOWING APPROVAL

The City's Classification Plan will be updated to include the revised Fire Prevention Officer (Exhibit A).

Prepared by: Lori Shively, Personnel/Risk Manager

Submitted by: Shonna Halterman, General Services Director



RESOLUTION 18-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING
AMENDMENTS TO THE CITY'S CLASSIFICATION PLAN FOR THE
FIRE PREVENTION OFFICER CLASSIFICATION**

The City Council of the City of Clovis resolves as follows

WHEREAS, a review of the Fire Prevention Officer Classification has identified a need to update the classification specification; and,

WHEREAS, it has been determined that the duties, education and experience should be updated to reflect the current job responsibilities and abilities to perform the necessary job assignments needed for this classification: and,

WHEREAS, modification of the City's Classification Plan requires authorization by the City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City's Classification Plan shall be modified to include the revised classification specification (Exhibit A) attached Fire Prevention Officer.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 17, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: September 17, 2018:

Mayor

City Clerk

Exhibit A

**City of Clovis
Fire Prevention Officer**

SALARY RANGE

\$5,093.00 - \$6191.00

DESCRIPTION:

DEFINITION:

Under general direction, performs community risk reduction throughout the community and public education. Participates in a variety of fire prevention, inspection and code enforcement duties for residential, commercial and industrial occupancies including plan checking, and testing of hazardous processes and fire protection and extinguishing systems.

CLASS CHARACTERISTICS:

Positions in the classification report to the Deputy Fire Marshal and perform fire prevention and enforcement duties that do not require a sworn firefighter. Incumbents are expected to work with the public in a tactful but authoritative manner when inspecting and instructing on fire prevention and safety.

EXAMPLE OF DUTIES:

Performs annual Fire and Life Safety Inspections to ensure compliance with applicable codes and standards as mandated by the State including but not limited to schools, apartments, institutional facilities, and assisted living residential facilities. Conducts inspections on other facilities as assigned to ensure compliance with codes and standards. Provides technical advice to property owners on corrective action necessary to bring properties into compliance with fire codes, laws, regulations, and standards. Enforces weed abatement including noticing property owners, abating weeds, and issuing citations and fines. Provides public education throughout the community including but not limited to the Clovis Fire Department public school fire safety program, City events, and local businesses. Prepares notice of violations, reports, and records regarding fire inspections. Tests and approves fire suppression systems, kitchen suppression systems, and fire alarm systems for compliance with codes and standards. Approves new buildings, tenant spaces and occupancies for compliance with codes and standards. Completes other duties as assigned.

TYPICAL QUALIFICATIONS:

LICENSES REQUIRED

Possession of a valid and appropriate California Class C Driver's License and a good driving record.

EDUCATION AND EXPERIENCE:

A combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- Education equivalent to graduation from high school

AND

Experience:

- One (1) year paid experience as a Fire Inspector with a paid Fire Department: or two years of experience with enforcement of the building code, code enforcement, OSHA, or similar inspection duties involving enforcing applicable codes and standards.
- Possession of current ICC Fire Inspector I certification or the ability to complete all required courses to obtain certification within one (1) year of appointment.

Desirable

- Associate's Degree or higher from an accredited college.
- Completion of current the California Office of the State Fire Marshal Fire Inspector 1 series of courses. 1A: Duties and Administration, Fire Prevention 1B: Fire and Life Safety, Fire Prevention 1C: Field Inspection, and Fire Prevention 1D: Field Inspection or
- Completion of the previous California Office of the State Fire Marshal Fire Prevention Officer series of courses. Fire Prevention 1A: Introduction to the California Fire Code, Fire Prevention 1B: Inspection of Fire Protection Systems and Special Hazards, Fire Prevention 1C: Flammable Liquids and Gases.

QUALIFICATIONS

Knowledge of:

- English usage, spelling, grammar and punctuation;
- Basic math;
- Record-keeping methods;
- State and federal law, codes and ordinances pertaining to fire prevention;
- Appropriate safety precautions and procedures;
- Safety codes related to fire prevention including but not limited to Uniform Fire Code, Uniform Building Code, State Administrative Code, and National Fire Code;
- Standard fire protection and prevention theory, techniques, and practices relative to various types of occupancies;
- Building materials and construction practices.

Ability to:

- Communicate effectively with the public;
- Maintain accurate records;
- Operate City vehicles, observing defensive driving practices;
- Read, understand and apply difficult materials;
- Understand and carry out oral and written instructions;
- Establish and maintain effective relationships with those contacted in the course of work;
- Operate a computer as required;
- Detect and determine proper corrective action for fire hazards found at various buildings and installations;
- Inspect and determine corrective action for deficiencies in a variety of fixed fire protection systems.
- Write complete and accurate inspection reports;
- Interpret basic architectural, mechanical, plumbing, and electrical plans;
- Maintain positive attitude toward serving the public;
- Use sound judgment under adverse or changing conditions.

SUPPLEMENTAL INFORMATION:

PHYSICAL DEMANDS AND WORKING CONDITIONS

Lifting, carrying and/or pushing 50 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds; ability to climb ladders to access any portion of a building and be comfortable working on roof top areas or other above ground locations; ability to attend periodic evening meetings and weekend events outside of regularly schedules shift; incumbents may be scheduled to work modified workweeks including evenings and weekends, subject to periodic rotation of schedule; incumbents may be required to travel within and out of the City to attend meetings, training, or other job-related requirements.



AGENDA ITEM NO: 9
City Manager: MA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: General Services Department
DATE: September 17, 2018
SUBJECT: Approval - Selection of Janitorial Supplies Vendor

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve the proposal submitted by Focus Packaging for provision of janitorial supplies from September 22, 2018 through September 21, 2021; and, authorize the City Manager to execute an agreement with Focus Packaging for the services.

EXECUTIVE SUMMARY

Staff recently conducted a request for proposal (RFP) process for janitorial supply services. Staff recommends the City Council award a three (3) year contract to the second lowest priced company, Focus Packaging, for janitorial supply services. While the City's current vendor provided pricing 2.5% lower than Focus Packaging, recent and continuous customer service issues prevents staff from recommending the current vendor. The RFP clearly stated that the quality of service would weigh heavily in the selection process of the successful vendor. It is the City's intent to obtain the highest quality of products and services at the lowest cost.

BACKGROUND

Staff developed a Request for Proposals (RFP) for janitorial supplies and posted the RFP to the City's web-based bid management system which distributed the invitation to registered vendors interested in janitorial supply services. A public notice for the RFP was also published in the *Fresno Business Journal*. The City's web-based bid management system electronically distributed the RFP invitation to ninety-two (92) vendors, of which eighteen (18) vendors downloaded RFP documents for review.

Five (5) vendors submitted proposals to the City. The five (5) proposals submitted met all of the City's proposal criteria.

The RFP instructed potential vendors to provide pricing for a hypothetical predetermined amount of specific janitorial supplies. Vendors were also instructed to provide their maximum projected price increase for the 2nd and 3rd year of the contract.

The RFP requires the vendor, at a minimum, to provide onsite inventory services and stock all janitorial supply rooms on a bi-monthly basis at all noted City facilities. The RFP noted that quality customer service was paramount.

The totals shown below do not necessarily reflect the actual total costs the City will incur during the term of the proposed agreement. The product quantities listed in the RFP were within approximately 10% of the quantities used during FY17/18, but not exact, therefore, the product quantities listed in the RFP were hypothetical in nature and designed to establish guaranteed unit pricing on forty-four (44) core janitorial products the City utilizes on a daily basis. A summary of vendor's final aggregated costs are listed below:

JANITORIAL SUPPLIES PRICING MATRIX					
	VENDOR	1st YEAR	2nd YEAR	3rd YEAR	3-Year Contract Total
1.	Central Sanitary Supply	\$49,864.94	\$49,864.94	\$49,864.94	\$149,594.82
2.	Focus Packaging	\$48,606.86	\$51,037.21	\$53,589.07	\$153,233.14
3.	Office Solutions	\$50,043.36	\$52,545.52	\$55,172.80	\$157,761.68
4.	Office Depot	\$57,552.71	\$57,552.71	\$57,552.71	\$172,658.13
5.	Clovis Stationary	\$93,952.36	\$96,770.93	\$99,674.06	\$290,397.35

Central Sanitary Supply (CSS), our current janitorial supplies vendor, submitted the lowest cost proposal. Although the proposal submitted by CSS was the lowest price submitted, their performance of numerous product shortages and non-deliveries over the past three years created deficiencies that directly affected our janitorial services vendor's ability to conduct their contracted scope of work. This supplies contract is considered a full-service contract in which the quality of service is equally as important as the cost of the products. As a result, CSS's past performance does not warrant the award of an additional three-year contract. In this case, the need for optimal performance in services far outweighs the slight cost differential between the first and second place proposals for products.

The vendor submitting the second lowest cost for products is Focus Packaging. Focus Packaging previously provided janitorial supply services to the City from 2007 through 2012 and provided excellent service during their tenure. They conducted extra product inventory visits to City facilities on a regular basis that exceeded the bi-monthly minimum required, allowing the City to rarely experience a product shortage. Therefore, Staff recommends the City Council award a three (3) year contract to Focus Packaging for janitorial supply services based on the quality of their past performance in tandem with the second lowest pricing proposal submitted. Focus Packaging's pricing proposal is within 2.5% of the lowest price submitted. The RFP clearly stated that the quality of service would weigh heavily in the selection process of the successful vendor and was clear that it is the City's intent to obtain the highest quality of products and services at the lowest cost.

Focus Packaging, a corporation, is located in Fresno, California, and has been in business over 20 years as a supplies distributor to local, state and federal government agencies. Focus Packaging currently employs 20 staff members, accruing a turnover rate of less than 1% over three years. They are currently servicing other government accounts such as Clovis Unified School District, Fresno County Superior Courts and Tulare County Sheriff's Department.

FISCAL IMPACT

The City's projected needs for janitorial supplies are within the proposed FY2018/19 budget allocation for these products.

REASON FOR RECOMMENDATION

The proposal submitted by Focus Packaging met all of the City's criteria for the provision of janitorial supplies. In addition, the proposal submitted by Focus Packaging will provide the best value to the City in terms of excellent service and the second lowest pricing proposal submitted. Focus Packaging is an established firm with an excellent professional reputation.

Pursuant to the City's *Purchasing Procedures*, purchases of items/services exceeding \$45,000.00 require City Council approval.

ACTIONS FOLLOWING APPROVAL

Staff will prepare a three-year agreement for the City Manager's approval with Focus Packaging for janitorial supply services. The contract will begin on September 22, 2018 and will expire on September 21, 2021.

Prepared by: Larry Louie, Department Support Manager

Submitted by: Shonna Halterman, General Services Director





AGENDA ITEM NO: **10**
City Manager: *[Signature]*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 17, 2018

SUBJECT: Approval - Consent to First Amendment to Declaration of Restrictions, 1800 Shaw Avenue Common Interest Development

ATTACHMENTS: (A) First Amendment to Declaration of Restrictions
(B) Original Declaration of Restrictions (1981)

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to consent to First Amendment to Declaration of Restrictions, 1800 Shaw Avenue Common Interest Development. This will remove an impediment to further development of the Northeast corner of Shaw and Fowler Avenues ("Site").

EXECUTIVE SUMMARY

In 1981, with subdivision of the property located at the Northeast corner of Shaw and Fowler Avenues, the developer recorded a Declaration of Restrictions. The Declaration of Restrictions allows offices and banks, but prohibits most commercial uses. The City has no record of requiring these use restrictions, but the Declaration of Restrictions nevertheless requires City consent to amend them. City staff believes that allowable uses on the Site should be those established per applicable zoning.

The City received a proposal to develop a car wash on the Site. Applications are pending. In conjunction with those applications, the Developer prepared a First Amendment to Declaration of Restrictions to remove the use restrictions. The Developer is requesting City consent to the First Amendment so that the Developer may continue with its project applications.

BACKGROUND

There currently exists 11.05 acres of property (six parcels) for office and commercial development at the Northeast corner of Shaw and Fowler Avenues. The Site is part of what is referred to as the 1800 Shaw Avenue Common Interest Development, created in 1981. There currently exists on the Site a 26 unit office condominium complex occupying an approximately 1.81 acre parcel and Bank of Sierra occupying an approximately 1.17 acre parcel. The remainder of the Site is vacant.

Recorded on the Site is a Declaration of Restrictions ("Restrictions") (**Attachment B**). There are also Covenants, Conditions, and Restrictions for the Condominium parcel only ("Condo Restrictions"). The Condo Restrictions contain a provision limiting uses to mostly medical office related uses.

The Restrictions address setbacks, landscaping, signs, parking areas, reciprocal access, and permissible uses on the entire Site. Permissible uses include banks, laboratories, offices, and restaurants. Excluded are residential, industrial, and commercial uses as defined in the C-P zoning ordinance of the City.

The Site is currently zoned C-P (Professional Office) which allows the following uses:

- Medical and Professional Offices
- Banks and Financial Institutions
- Health Studios
- Accessory Retail

Except for the office condominium and bank, the Site has been largely vacant for approximately 27 years. The Site is a difficult infill property due to a number of factors, including a lack of demand for rental office space, and desire for additional commercial zoning along the Shaw Corridor. Additionally, the Restrictions prohibit otherwise permissible uses.

City staff does not recall requiring as a condition with initial subdivision and development of the Site a restriction on permissible uses. Nevertheless, included in the Restrictions is a requirement that the City of Clovis consents to any amendment to the Restrictions. The City is also identified as a third party beneficiary in the Condo Restrictions, having the authority to enforce the Condo Restrictions.

A more detailed history of development of the Site is set forth in the Recitals to the First Amendment to Declaration of Restrictions ("First Amendment") (**Attachment A**).

Bowie Enterprises ("Developer") is proposing to develop a car wash at the Site. Development of a car wash requires amendment of the Restrictions. City staff does not see any purpose in having restrictions on permissible uses identified in the Restrictions. Staff prefers to rely upon the underlying zoning for the Site. While a car wash at the Site will

require a General Plan Amendment and zone change, with removal of the use restrictions, the Developer will have the ability to process an application for those amendments and any other required project approvals.

Therefore staff is requesting that the Council consent to the First Amendment. The First Amendment will keep necessary reciprocal access and addresses Developer maintenance responsibilities.

FISCAL IMPACT

Further development on this site will lead to additional property tax revenue and potential sales tax dollars.

REASON FOR RECOMMENDATION

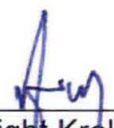
Owners of a proposed car wash for 1800 Shaw Avenue requested an amendment to Declaration of Restrictions that limits development on the Site. The Restrictions require City consent to remove those limitations. Removal of the use limitations will place the property on the same footing as other properties on Shaw Avenue, subject to the underlying zoning.

ACTIONS FOLLOWING APPROVAL

The developer will obtain necessary property owner approvals and signatures, and record the First Amendment. The City will process project entitlements.

Prepared by: Bryan Araki, City Planner

Submitted by:



Dwight Kroll, AICP
Director of Planning and
Development Services

RECORDING REQUESTED BY

BOLEN FRANSEN SAWYERS LLP

AND WHEN RECORDED MAIL TO

Gary D. Brunsvik
Bolen Fransen Sawyers LLP
7405 N First Street
Fresno, CA 93720

SPACE ABOVE LINE FOR RECORDER'S USE

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

This First Amendment to Declaration of Restrictions ("Amendment") is made as of _____, 2018, by the undersigned (collectively, the "Owners"), consisting of the majority of the owners of the six (6) original parcels hereinafter described as comprising the "1800 Shaw Avenue Common Interest Development".

1. History of the 1800 Shaw Avenue Common Interest Development. The following paragraphs provide background information on the history of the 1800 Shaw Avenue Common Interest Development.

A. That certain Declaration of Restrictions dated March 10, 1981 was recorded on March 26, 1981 in Book 7695, Page 382, of Official Records of Fresno County, California, as Document No. 27647 (the "Declaration"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

B. The Declaration affected all the property described as Parcel A, Parcel B, Parcel C, Parcel D, Parcel E, and Parcel F of Parcel Map No. 79-4 ("Parcel Map No. 79-4") in the City of Clovis, County of Fresno, State of California. Parcel Map No. 79-4 is recorded in Book 32, Page 21 of Parcel Maps, Fresno County Records.

C. Subsequent to the recording of the Declaration, Parcel E and Parcel F of such Parcel Map No. 79-4 were re-subdivided and are now described, respectively, as Parcel 2 and Parcel 1 of Parcel Map 88-16 ("Parcel Map 88-16") in the City of Clovis, County of Fresno, State of California. Parcel Map 88-16 is recorded in Book 52, Page 1 of Parcel Maps, Fresno County Records.

D. Accordingly, the 1800 Shaw Avenue Common Interest Development is now comprised of Parcel A, Parcel B, Parcel C, Parcel D of Parcel Map No. 79-4 and Parcel 2 and Parcel 1 of Parcel Map 88-16 ("1800 Shaw Avenue Common Interest Development").

E. The original Declarant, Fisher Land Corporation ("Fisher"), a California corporation has been in a 'suspended' status with the California Secretary of State for nearly

ATTACHMENT A

thirty years and, consequently, is unable to act in its capacity as the Declarant under the Declaration. All of Fisher's right, title, and interest in the six (6) lots comprising the 1800 Shaw Avenue Common Interest Development, if any, have passed to its respective successors in interest in such lots as more particularly set forth as the below Owners.

F. Owner AHIRA BBB CLOVIS SHAW LP, a California limited partnership ("AHIRA"), is the owner of certain real property described as Parcel A ("Parcel A") of Parcel Map No. 79-4.

G. Owners STEVE P. RONTELL and MICHELLE L. RONTELL, as Trustees of the Steve and Michelle Rontell Family Trust of 2012, CAROL M. ANDREWS (who acquired title as Carol M. Rontell), and MARILYN A. RONTELL (collectively, "Rontell") are the owners of certain real property described as Parcel B ("Parcel B") of Parcel Map No. 79-4.

H. Owners PERRY DICTOS and KATHERINE DICTOS, Co-trustees of the PERRY AND KATHERINE DICTOS FAMILY TRUST, are the owner of certain real property described as Parcels C and D ("Parcels C & D") of Parcel Map No. 79-4 and are also the owners of certain real property originally described as Parcel E (Parcel "E") of said Parcel Map No. 79-4, which Parcel E was subsequently re-subdivided and is now described as Parcel 2 ("Parcel 2") of Parcel Map 88-16.

I. 1800 SHAW OFFICES OWNERS' ASSOCIATION is a commercial Association, as defined in Section 6528 of the Commercial & Industrial Common Interest Development Act found in California Civil Code Sections 6500 to 6876 (the "Act"), that represents all the Owners having any record interest in that certain real property originally described as Parcel F ("Parcel F") of said Parcel Map No. 79-4, which Parcel F was subsequently re-subdivided and is now described as Parcel 1 ("Parcel 1") of Parcel Map 88-16, which is collectively the "1800 Shaw Offices Owners' Association".

J. The parcels comprising the 1800 Shaw Avenue Common Interest Development are all subject to the Declaration.

K. A Condominium Plan for Parcel F (now Parcel 1), "1800 Shaw Medical Condominiums", was recorded on March 26, 1981 in Volume 38 of Plats at Pages 41, 42 and 43, of Official Records of Fresno County, California (the "Condominium Plan"). Parcel 1 has been developed and improved with professional offices corresponding with Units 1 through 26, inclusive, shown on the Condominium Plan and that portion of the "Common Area" lying within such Parcel 1.

L. Parcel 1 is the only parcel in the 1800 Shaw Avenue Common Interest Development that is also subject to that certain Declaration of Covenants, Conditions, and Restrictions for 1800 Shaw Professional Center dated March 13, 1981 and recorded on March 26, 1981 in Book 7695, Page 394 of Official Records of Fresno County, California as Document No. 27649, as amended (the "Condo Restrictions"), which is administered by the 1800 SHAW OFFICES OWNERS' ASSOCIATION.

M. The 1800 Shaw Avenue Common Interest Development is a commercial common interest development subject to the Act.

N. Collectively, the Owners are an unincorporated association.

2. The undersigned Owners desire to amend the Declaration on the terms and conditions set forth below.

2.1 Authority to Amend. Pursuant to Section 6620(b) of the Act, a majority vote of the owners of the six (6) lots in the 1800 Shaw Avenue Common Interest Development is required to amend the Declaration. Pursuant to Section 6.02 of the Declaration, the amendments set forth herein shall be subject to the written consent of the City of Clovis prior to the recordation of this Amendment.

2.2 Amendments.

2.2(a) Section 2.04 is added to read:

“Partial Release of Parcels A, B, C, D, and 2 and their respective Owners. Those certain real properties originally described as Parcel A (“Parcel A”), Parcel B (“Parcel B”), Parcel C (“Parcel C”), Parcel D (“Parcel D”) of said Parcel Map No. 79-4 (“Parcel Map 79-4”), recorded in Book 32, Page 21 of Parcel Maps, Fresno County Records, and Parcel 2 (“Parcel 2”) of Parcel Map 88-16 (“Parcel Map 88-16”), recorded in Book 52, Page 1 of Parcel Maps, Fresno County Records, and their respective Owner(s) shall be exempt and not subject to the provisions contained in this Declaration, with the exception of the rights and obligations with respect to the reciprocal easement for the use and enjoyment of the parking and right-of-way areas within the 1800 Shaw Avenue Common Interest Development as set forth in Section 3.06.D and their proportionate share of the cost of maintaining the common right-of-way areas and the sewer system, and interior and peripheral landscaping as set forth in Section 3.10 of this Declaration.

2.04.a. For the purposes of Section 2.04 and Section 3.11, “1800 Shaw Avenue Common Interest Development” shall mean the commercial Association, as defined in Section 6528 of the Act that represents all the Owners having any record interest in that certain real property originally described as Parcels A, B, C, D, E (“Parcel E”), and F (“Parcel F”) of said Parcel Map No. 79-4, which Parcels E and F were subsequently re-subdivided and are now described as Parcel 2 and Parcel 1 (“Parcel 1”), respectively of Parcel Map 88-16.

2.04.b. For the purposes of Section 2.04 and Section 3.11, Parcels A, B, C, D, 1, and 2 shall refer to parcels found on Parcel Map 79-4 and Parcel Map 88-16 as defined in this Section.”

2.2(b) Section 3.11 is added to read:

“Repair and Maintenance. The repair and maintenance of the parking and right-of-way areas on each of the parcels comprising the 1800 Shaw Avenue Common Interest Development shall be the responsibility and at the cost of the owner of each such parcel, provided, however, that the owner of Parcel A shall be solely responsible for the repair and maintenance of the now existing paved right-of-way running east from Fowler Avenue along the north boundary of Parcel A and Parcel B and the south boundary of Parcel 1 and Parcel 2 up to the northeast corner of Parcel B and then running south along the east boundary of Parcel B and the west boundary of Parcel C to Shaw Avenue.”

3. Incorporation by Reference. Unless otherwise specified, all Recorded documents referred to in this Declaration are incorporated herein by this reference as if fully set forth.

4. No Other Changes. Except as revised by this Amendment, the Declaration remains in full force and effect, and is hereby amended by this Amendment.

5. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts shall be construed together and constitute the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

DECLARANTS:

AHIRA BBB CLOVIS SHAW LP, a California limited partnership

By: AHIRA, INC., a California corporation, General Partner

By: _____
Dinesh Suri, CEO

By: _____
Raghuveer Mendu, Secretary

STEVE P. RONTPELL, as Trustee of the
Steve and Michelle Rontell Family Trust of 2012

MICHELLE L. RONTPELL, as Trustee of the
Steve and Michelle Rontell Family Trust of 2012

CAROL M. ANDREWS

MARILYN A. RONTELL

Perry Dictos, Co-trustee of the Perry and Katherine Dictos Family Trust

Katherine Dictos, Co-trustee of the Perry and Katherine Dictos Family Trust

1800 SHAW OFFICES OWNERS' ASSOCIATION

By: _____
Rame Deme Iberdemaj, President

By: _____
San Anwar Fahmy Gabriel, Secretary

CONSENT OF CITY OF CLOVIS

The City of Clovis, pursuant to the authority set forth in Section 6.02 of that certain Declaration of Restrictions dated March 12, 1981, and recorded on March 26, 1981 as Recording Number 27647, Book 7695, Page 382, in the Official Records of Fresno County, California does hereby consent to the foregoing First Amendment to Declaration of Restrictions.

CITY OF CLOVIS

By: _____

Name:

Title:

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

12

**The following notice is pursuant to
Subdivision (b) of Section 12956.1 of the
California Government Code**

Notice

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Amended January 1, 2012

MARCH 26, 1981

AFTER RECORDATION MAIL TO:
Fisher Land Corporation
4974 E. Clinton, Suite 121
Fresno, CA 93727

27647

RECORDING
RECEIVED BY
Title Insurance & Trust Co.

RECORDS OF	8A
MAR 26 1981	
DALE H. EASTON, County Recorder	

DECLARATION OF RESTRICTIONS

THIS DECLARATION IS MADE THIS 15th day of March, 1981,
by FISHER LAND CORPORATION, a California corporation,
(hereinafter referred to as "Declarant").

ARTICLE I

RECITALS

- 1.01 Declarant is the owner of certain real property, hereinafter referred to as the "Property", in the City of Clovis, County of Fresno, State of California, described in Exhibit "A" which is attached hereto and by this reference made a part hereof.
- 1.02 In order to establish a general plan for the improvement and development of the Property, Declarant desires to subject the Property to certain conditions, covenants and restrictions, upon and subject to which all of the Property shall be held, improved and conveyed.

ARTICLE II

GENERAL PROVISIONS

- 2.01 Establishment of Restrictions. Declarant, owner of the property is now held, and shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the restrictions herein set forth, each and all of which is and are for, and shall inure to, the benefit and pass with each and every part of the Property and shall apply to and bind the heirs, assignees and successors in interest of any owner thereof.
- 2.02 Purpose of Restrictions. The purpose of these restrictions is to insure proper development and use of the Property, to protect the owner of each part against such improper development and use of surrounding parts as will depreciate the value of his part, to prevent the erection on the Property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high-type and quality of improvements of the Property in accordance with a general plan.
- 2.03 Definitions.
 - A. Site - "Site" shall mean any contiguous part of the Property which is under one ownership.
 - B. Improvements - "Improvements" shall mean and include buildings, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, signs, and any structures of any type or kind.
 - C. Declarant - "Declarant" shall mean the undersigned, its successors and assigns.

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ARTICLE IIIREGULATION OF IMPROVEMENTS3.01 Minimum Setback Lines.

A. General - No structure of any kind, and no part thereof, shall be placed on any site closer to a property line than herein provided. The following structures and improvements are specifically excluded from these setback provisions:

1. Roof over hang, subject to the specific approval of Declarant in writing.
2. Steps and walks.
3. Driveway, paving and associated curbing, except that vehicle parking areas shall not be permitted within the front setback of any sites fronting on Shaw Avenue, Fowler Avenue and Laverne Avenue.
4. A block wall fence will be constructed between residential use and the Property and will be six (6) feet in height. Generally, it is intended that the design construction and appearance of such fences be harmonious with the aesthetic standards established for the Property.
5. Landscaping -
 - a. The entire front setback area shall be landscaped.
6. Planters, not to exceed three (3) feet in height.

B. Setback from street property lines - setback line is established on the various streets as follows:

Shaw Avenue.....Thirty (30) feet
Fowler Avenue.....Twenty (20) feet
Laverne Avenue.....Twenty (20) feet

All setbacks shall be across the full width of the lot.

C. Setbacks from residential use property lines - the set-back line is established as one hundred fifty-five (155) feet from each such property line for any two story building constructed on the property. In all other instances no building will be constructed closer than ten (10) feet to residential use property lines.

1. Any site which is bounded on more than one side by a public street shall have setback from each such public street at least as great as the minimum front setback from such street as required in 3.01 (B) herein regardless of the orientation of building improvements on said site.

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- 3.02 Completion of Construction. After commencement of construction of any structure, the work thereon shall be diligently prosecuted to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.
- 3.03 Excavation. Except as approved by Declarant no excavation shall be made except in connection with construction of an improvement and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and leveled.
- 3.04 Landscaping.
- A. Concurrently with the submission of building plans for approval as hereinafter provided, there shall also be submitted for approval a detailed landscaping plan which must be approved in writing as hereinafter provided prior to the commencement of any landscaping and every site on which a building shall have been placed shall be landscaped according to said plans as approved and as specified herein and shall be maintained thereafter in a slightly well-kept condition.
 - B. The property owner shall landscape and maintain unpaved areas between the property lines and setback lines.
 - C. The property owner shall provide facilities adequate to sustain and maintain the landscaped areas. Such facilities are to be adequately screened.
 - D. Approved landscaping shall be installed prior to occupancy or completion of the buildings but in no instance later than thirty (30) days of occupancy or completion, weather and planting seasons permitting.
- 3.05 Signs.
- A. No billboard or advertising sign shall be permitted other than those offering the site for sale or lease when specifically approved by Declarant in writing.
 - B. Signs shall conform to setback lines as indicated in Section 3.01 (B) hereof unless specific approval to the contrary is granted by Declarant in writing.
 - C. Signs, identifications and addresses on buildings or building sites shall only be of such size, design and color as are specifically approved by Declarant in writing.
 - D. Each restaurant or financial building shall have a monument type sign located in proximity to it indicating which tenants occupy which leased space in the building. Such signs shall not be greater in height than four (4) feet nor longer in length than twenty (20) feet.

E. Each office building shall have a pedestal type locator sign graphically indicating which tenants occupy which leased space.

F. There are to be no freestanding pole signs located on any property in the project.

3.06

Parking Areas.

A. General - adequate off-street parking shall be provided to accommodate all parking needs for employee, visitor and company vehicles on the site. The intent of this provision is to eliminate the need for any on-street parking. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this section. The property owner shall provide at least four (4) parking stalls for each one thousand (1,000) square feet of building area on the site; provided, however, that should the proposed use for a site come under more restrictive parking requirements of the Municipal Code of the City of Clovis, the more restrictive requirements shall apply to that area. However, if more restrictive requirements do become necessary for an area, that area may encroach upon an adjacent of less restrictive requirements to satisfy the more restrictive requirements.

B. Parking shall not be permitted:

1. On any public street.
2. Between the public street pavement and property line.
3. Within any applicable building setback line. See 3.01 (B).
4. By any vehicle used primarily for storage of personal property, and/or recreational vehicles, except for temporary loading or unloading of personal property.

C. The parking requirements may not be modified except as to a particular site by the written consent of Declarant.

D. Inasmuch as the real property which is the subject of these restrictions (and which is described in Exhibit "A") has been subdivided into parcels A, B, C, D, E and F of new Parcel Map 79-4, Declarant hereby declares that the owner or owners of each newly created parcel and their tenants, subtenants, employees, customers, clients, patients, visitors and other licensees and invitees shall have a non-exclusive easement for use and enjoyment of the parking and right-of-way areas of all other parcels within the real property for purposes of parking and for purposes of ingress and egress.

3.07

Storage and Loading Area.

A. No materials, supplies or equipment, including company-owned or operated trucks, shall be stored in any area on a site except inside a closed building.

B. Loading areas shall not encroach into setback areas unless specifically approved by Declarant in writing. Loading shall not be permitted from the front of any building.

C. The loading or unloading of trucks on any street adjacent to the Property is prohibited.

3.08 Building Regulations. Any building erected on a site shall conform to the following construction practices:

A. Exterior walls of sheet or corrugated iron, steel aluminum, or asbestos will not be permitted.

B. Exterior walls shall be painted or suitably treated in a manner acceptable to Declarant.

C. All mechanical equipment, transformers, compressors, elevator housings shall be adequately screened.

D. Buildings or structures hereafter designed or erected shall not exceed two (2) stories or thirty (30) feet in height. When approved by the City of Clovis structures above the height limit may be constructed to enclose items in 3.08 (C) provided that no roof structure above height limitation shall be allowed that provides additional floor space.

3.09 Vertical Protrusions. No antennae, masts, poles (other than flag) shall be constructed without written consent of Declarant.

3.10 The Declarant hereby declares that all owners of parcels A, B, C, D, E and F of Parcel Map 79-4 shall be required to bear their proportionate share of the cost of maintaining the common right-of-way areas and the sewer system as well as their proportionate share of maintaining the interior and peripheral landscaping.

ARTICLE IV

APPROVAL OF PLANS

4.01 No improvement, as that term is hereinabove defined, shall be erected, placed, altered, maintained or permitted to remain on any land subject to these restrictions until plans and specifications showing plat layout and all exterior elevations, with materials and colors therefore and structural design, signs and landscaping, shall have been submitted to and approved in writing first by Declarant and then by the City of Clovis. Such plans and specifications shall be submitted in writing over the signature of the owner of the site or his authorized agent.

4.02 Approval by the Declarant shall be based, among other things, on adequacy of site dimensions; site coverage; adequacy of structural design; conformity and harmony of external design and neighboring sites, improvements, operations and uses; relation of topography, grade and finished ground elevation of the site being improved to that neighboring sites; proper facing of main elevation with respect to nearby streets; provision for adequate site drainage; and conformity of the plans and specifications to the purpose of the general plan of the Property, from time to time amended, and intent of these restrictions.

ARTICLE VREGULATION OF OPERATIONS AND USES5.01 Permitted Operations and Uses.

- A. Unless otherwise specifically prohibited herein, any business or professional operation and use will be permitted if it is performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites. All lighting is to be shielded and confined within property lines. All proposed uses must comply with regulations governing use and occupancy of land in the C-P Zone as established under the Municipal Code of the City of Clovis.
- B. The following uses shall be permitted and considered as non-residential uses:
1. Banks and Savings and Loan Associations
 2. Employee Credit Unions
 3. Laboratories:
 - a. Biological
 - b. Dental
 - c. Medical
 - d. Optometrical
 4. Office, excluding retail sales, storage of stock and trade, and storage of equipment not used in such offices:
 - a. Administrative
 - b. Business
 - c. General
 - d. Medical
 - e. Professional
 5. Optometrical including clinics
 6. Photographic studios
 7. Security brokers and dealers
 8. Temporary or permanent telephone booths
 9. Prescription pharmacies employing no more than three (3) resident pharmacists and occupying no more than 1,000 square feet or floor space
 10. Restaurant (subject to conditional use permit by the City of Clovis)

5.02 Prohibited Operations and Uses. The following operations and uses shall not be permitted on any property subject to these restrictions.

- A. Residential
- B. Industrial uses
- C. Commercial uses as defined in C-P Zoning Ordinance of the City of Clovis

5.03 Other Operations and Uses.

- A. Operations and uses which are neither specifically prohibited nor specifically authorized by restrictions may be permitted in a specific case subject to review and approval first of the Declarant and then by the City of Clovis. Approval or disapproval of such specific cases shall be based upon the effect of such operations or uses on other property subject to these restrictions or upon the occupants thereof.

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- 5.04 Subdivision. No site shall be further subdivided or resubdivided without written approval of the City of Clovis, except as expressly approved in writing by the City of Clovis. No site shall be created having an area of less than thirty thousand (30,000) square feet and in no event shall lot dimensions be less than that required by the appropriate C-P Zone District of the Municipal Code of the City of Clovis, as amended.
- 5.05 Maintenance and Repair. All buildings and other improvements shall at all times be maintained in good condition and repair and shall be well and properly painted. Unimproved property shall be maintained in a slightly condition, free of weeds and debris.
- 5.06 Utilities. All utility and industrial distribution services and systems shall be enclosed in approved buildings or shall be placed underground. Said services are to include electrical, gas, water, sewer, telephone and any other special piping, conduit, containers, or other equipment and appurtenances as may be required by the user. Temporary overhead and surface installations will be permitted during the actual construction period only.

ARTICLE VI

TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS OF DECLARANT'S RIGHTS AND DUTIES

- 6.01 Term. This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of fifty (50) years from date hereof.
- 6.02 Termination and Modification. This Declaration, or any provision hereof, or any covenant, condition, or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of the City of Clovis. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the office of the Recorder of Fresno County, California.
- 6.03 Declarant's Duties. It is the duty of the Declarant to see that all provisions of these covenants, conditions and restrictions are adhered to. If for some reason the Declarant is unwilling or unable to enforce the covenant, conditions and restrictions, the City of Clovis will then have the responsibility to enforce the covenants, conditions and restrictions.
- 6.04 Delegation of Declarant's Duties. Declarant may from time to time delegate any of its duties hereunder to an Architectural Review and/or Operations Committee or Committees. Any such committee shall be composed of three or fewer individuals appointed by Declarant and such individuals shall serve as the will of Declarant.
- 6.05 Assignment of Declarant's Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers

and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under Section 6.02 of this Article VI.

ARTICLE VII

MISCELLANEOUS PROVISIONS

- 7.01 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any rights, title or interest in or to any part of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.
- 7.02 Rights of Mortgagees. All restrictions and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon any part of the Property subject to these restrictions and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any part of the Property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser of such sale, and his successors and assigns, shall hold such part of the Property so purchased subject to all of the restrictions and other provisions.
- 7.03 Mutuality, Reciprocity; Runs with Land. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part of the Property; shall create mutual, equitable servitudes upon each site in favor of every other site; shall create reciprocal rights and obligations between the respective owners of all sites and privity of contract and estate between all grantees of said sites, their heirs, successors and assigns; and shall, as to the owner of each site, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other sites.
- 7.04 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.
- 7.05 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

MARCH 26, 1981

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- 7.06 Addition of Territory. Declarant may at any time from time to time during the pendency of these restrictions add additional land to the property which is covered by this Declaration, and upon the recording of a Notice of Addition to Territory containing the provisions set forth in Section 7.07 of this Article VII, the covenants contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration; and thereafter, the rights, powers and responsibilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original property, and the rights, privileges, duties and liabilities of the owners, lessees and occupants of parts within the added land shall be the same as in the case of the original Property.
- 7.07 A Notice of Addition of Territory referred to in Section 7.06 of this Article VII shall contain the following provisions:
- A. A reference to this Declaration, which reference shall state the date of recording hereof and the book or books of the records of Fresno County, California, and page numbers, where this Declaration is recorded;
 - B. A statement that the provisions of this Declaration shall apply to the added territory in the manner set forth in Section 7.06 of this Article VII and;
 - C. An exact description of the added territory.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions on the day and year first above written above.

FISHER LAND CORPORATION, A
California corporation

By: Guy R. McComb
Guy R. McComb, President

MARCH 26, 1981

BOOK 7695 PAGE 391

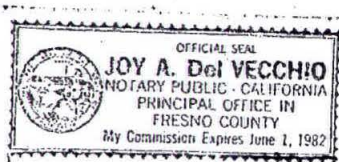
STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.

On this 13th day of March, 1981, before me, the undersigned, a Notary Public in and for the State of California with principal office in the County of Fresno, residing therein, duly commissioned and sworn, personally appeared GUY R. McCOMB, President of FISHER LAND CORPORATION, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its By-laws or a Resolution of the Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Joy A. Del Vecchio
NOTARY PUBLIC

In and For the State of California



MARCH 26, 1981

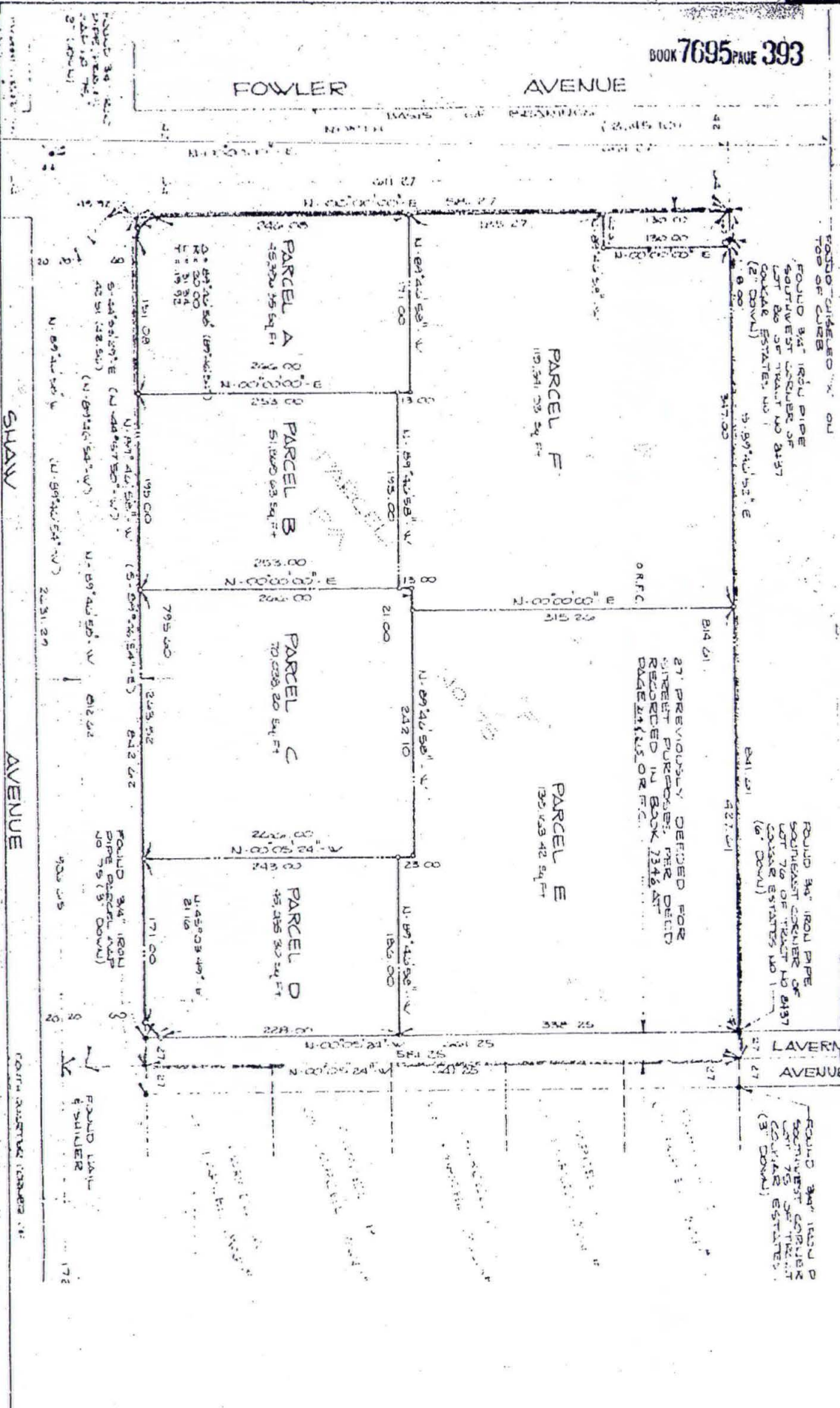
BOOK 7695 PAGE 392

EXHIBIT "A"

THE REAL PROPERTY

Parcels "A", "B", "C", "D", "E" and "F" of Parcel Map 79-4 of the City of Clovis, recorded in Book 32 of PARCEL MAPS at Page 21, Fresno County Records.

AVENUE





AGENDA ITEM NO: 11
City Manager: *[Signature]*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Planning and Development Services
DATE: September 17, 2018
SUBJECT: Approval - Final Acceptance for CIP 18-01, Rubberized Cape Seal 2018.
ATTACHMENT: (A) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to accept the work performed as complete and authorize recording of the notice of completion.

EXECUTIVE SUMMARY

The project involved installation of approximately 81,000 square yards of rubberized cape seal in various local streets. The rubberized cape seal involves an application of rubberized asphalt chip seal and an application of Type II slurry seal at each location. The chip seal binder may contain 100% recycled California waste tires at a minimum of 15% (minimum 300 lbs. per ton) by weight in the asphalt binder. This project involves crack sealing and installation of approximately 121,000 square yards of Type II Slurry Seal to additional streets within the City boundary.

BACKGROUND

Bids were received on March 20, 2018 and the project was awarded by City Council to the low bidder, Sierra Nevada Construction, Inc., on April 2, 2018. The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1.	Award	\$ 824,007.00
2.	Cost increases/decreases resulting from differences between estimated quantities used for award and actual quantities installed.	(\$ 10,541.25)
3.	Contract Change Orders	\$ 15,345.62
4.	Liquidated Damages Assessed	<u>\$ 0.00</u>

Final Contract Cost

\$ 828,811.37

This project was approved in the Community Investment Program 2017-2018 fiscal year budget and is fully funded by Measure C Pass Through Funds and a CalRecycle grant.

REASON FOR RECOMMENDATION

The Public Utilities Department, the City Engineer, the engineering inspector, and the project Engineer agree that the work performed by the contractor is in accordance with the project plans and specifications, and has been deemed acceptable. The contractor, Sierra Nevada Construction, Inc., has requested final acceptance from City Council.

ACTIONS FOLLOWING APPROVAL

1. The notice of completion will be recorded; and
2. All remaining retention funds will be released 35 calendar days following recordation of the notice of acceptance, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided no liens have been filed, with "completion" defined as the earlier of either (a) beneficial use and occupancy and cessation of labor, or (b) acceptance by the City Council per Public Contract Code Section 7107(c)(2).

Prepared by: Eric Easterling, Construction Manager

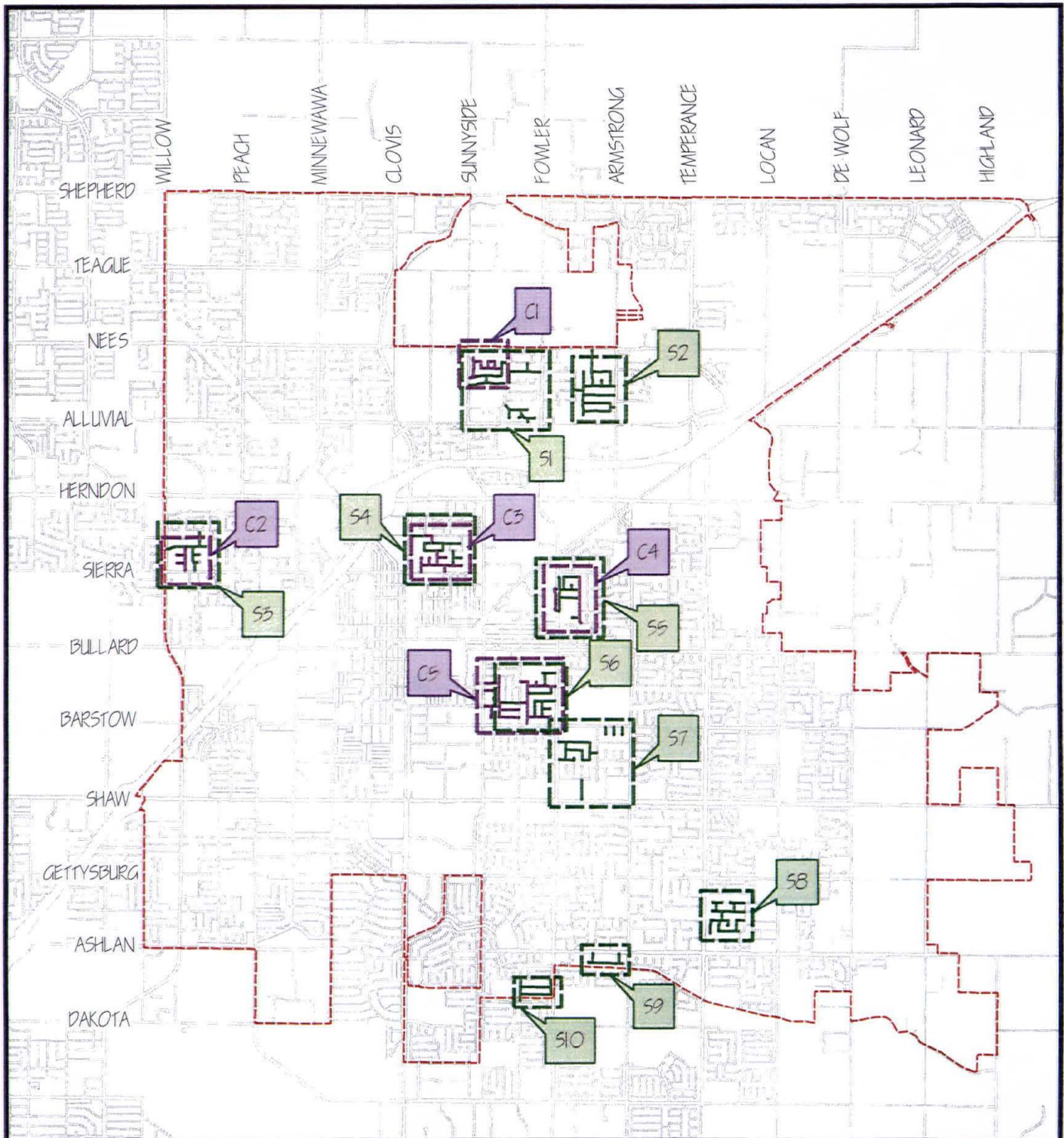
Submitted by:  Recommended by:  FR D.K.

Michael Harrison
City Engineer

Dwight Kroll
Director of Planning and
Development Services

VICINITY MAP

CIP 18-01 RUBBERIZED CAPE SEAL 2018



Feb 14, 2018

EXHIBIT A

CITY OF CLOVIS PROJECT LOCATIONS

CLOVIS CITY LIMITS



1" = 5000'



AGENDA ITEM NO: **12**
 City Manager: *[Signature]*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: September 17, 2018

SUBJECT: Receive and File - Public Utilities Monthly Report for June 2018

Sewer Flow

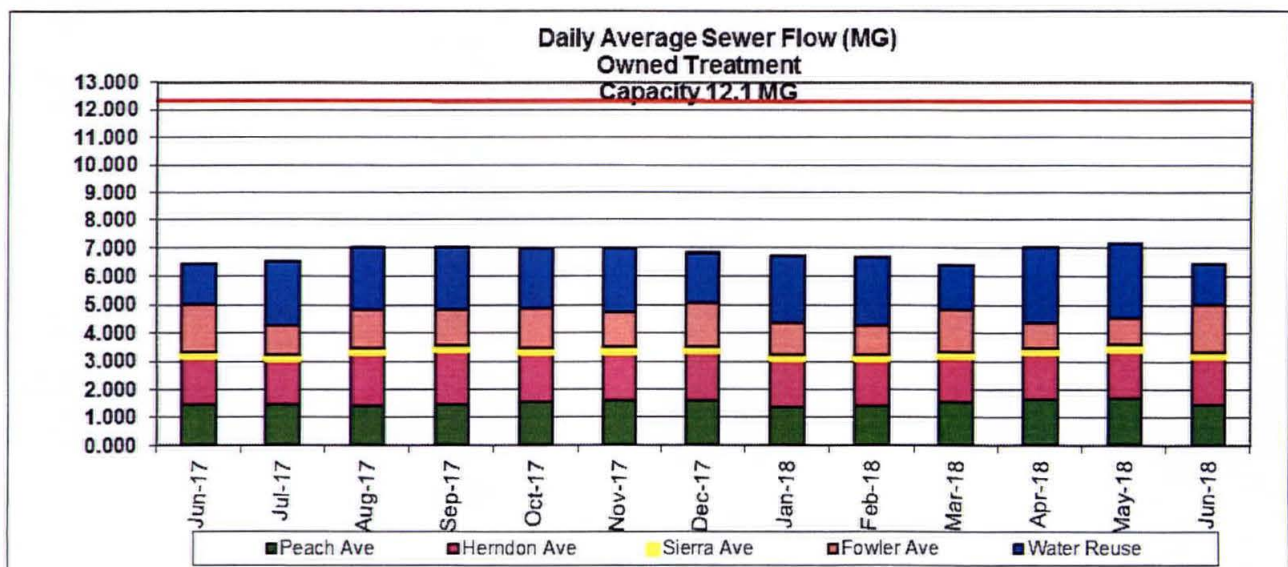
Total Flow in Million
Gallons In June

Average Daily
Flow in Million Gallons

Owned Treatment
Capacity in
Million Gallons

	2018	2017	2018	2017	
Peach Avenue	61.850	44.490	2.062	1.483	3.0
Herndon Avenue	55.370	49.148*	1.846	1.638	2.8
Sierra Avenue	5.964	5.985	0.199	0.200	0.5
Fowler Avenue	33.390	51.140	1.113	1.705	3.0
Water Reuse	71.997	43.171	2.400	1.439	2.8
TOTAL			7.620	6.465	12.1

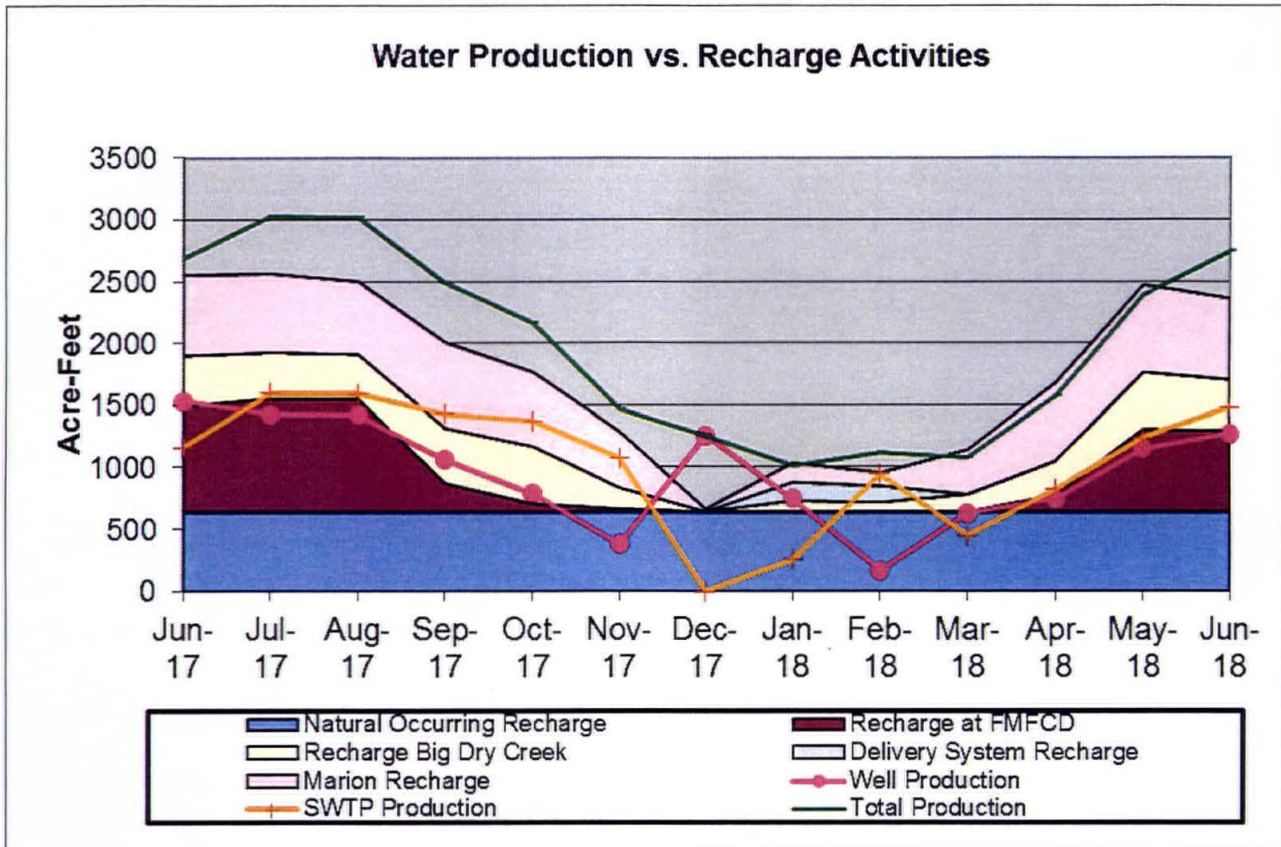
* Estimated



Storm Drain Maintenance

Summary of Activities	June 2018	June 2017	June 2016
Number of storms this month	0	0	1
Total rainfall this month (inches)	0	0	0.06
Rainfall to date (inches)	6.89	17.20	14.84

	This Month	Calendar Year to date
Recharge at FMFCD Basins (Acre Feet)	650	1,443
Recharge Upstream in Big Dry Creek (Acre Feet)	407	1,439
Marion Recharge per FID (Acre Feet)	660	2,620
Delivery System Recharge	0	284
Total Artificial Recharge (Acre Feet)	1,717	5,786
Natural Recharge	642	3,852
Total Well Production (Acre Feet)	1,270	4,718
Treatment Plant Production (Acre Feet)	1,481	5,206



Summary of Activities	2018	Year to Date	2017	Year to Date	2016	Year to Date
SWTP production (mg)	482.619	1696.375	380.017	1101.417	442.490	1011.751
Well production (mg)	413.942	1537.251	498.489	1844.170	366.962	1728.449
Total water production (mg)	896.561	3233.626	878.506	2945.587	809.452	2740.200
Daily average	29.885	17.865	29.284	16.274	26.982	15.056
Days between readings	30	181	30	181	30	182



AGENDA ITEM NO: 13
City Manager: AA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: September 17, 2018

SUBJECT: Approval – Resolution No. 18-____, A resolution adopting rules for the City of Clovis Temporary Dog Park, located at the Sierra Bicentennial Park.

ATTACHMENTS: (A) Resolution
(B) Exhibit A – Temporary Dog Park Rules and Regulations

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 18-____, which will adopt rules for the City of Clovis Temporary Dog Park, located at the Sierra Bicentennial Park.

EXECUTIVE SUMMARY

At the City Council meeting on Monday, July 16th, 2018, the Public Utilities Department provided an update on the status of the temporary dog park ("Dog Park") to be located at Sierra Bicentennial Park. The design has since been finalized and construction is anticipated to be completed in mid-October.

Before the Dog Park is operational and opened for public use, there is a need to adopt rules governing operation and use of the Dog Park for the public health, safety, and welfare of the community.

BACKGROUND

City staff investigated other dog parks located in and around the Valley, and reviewed their rules and signage. Staff also consulted with the City's Risk Management Authority, which recommends approval of rules and regulations. Based on the information from these sources, staff developed the "City of Clovis - Temporary Dog Park Rules and Regulations" as shown in **Attachment B**.

Because this is the City's first Dog Park, staff recommends adopting the rules by resolution to allow maximum flexibility to amend them through experience. During approval of the Dog Park Master Plan, a final set of rules will be incorporated into a companion ordinance.

The City's Parks Ordinance (Title 10) specifically contemplates the City Council adopting supplemental park policies and rules. Violations of supplemental policies and rules are considered violations of the Municipal Code. (CMC §§ 10.2.14, 10.3.01(14), 10.3.02.)

FISCAL IMPACT

Staff anticipates minimal City staff time will be necessary to enforce the rules of the Temporary Dog Park.


REASON FOR RECOMMENDATION

It is in the best interest of the City and the public health, safety, and welfare that rules and regulations be established for operation and use of the Dog Park.

ACTIONS FOLLOWING RECEIPT

Signage will be placed designating the City of Clovis – Temporary Dog Park Rules and Regulations. These signs will be posted at the entrance to the Temporary Dog Park before opening.

Prepared by: Nicholas Torstensen, Associate Civil Engineer

Submitted by: Scott Redelfs, Public Utilities Director 

RESOLUTION 18-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING RULES FOR THE TEMPORARY DOG PARK LOCATED AT SIERRA BICENTENNIAL PARK

WHEREAS, the City Council adopted the 2018 Parks Master Plan on April 16, 2018, which identified strong public support for incorporating Dog Parks in the City of Clovis; and

WHEREAS, the current Dog Park Master Plan is not scheduled to be completed until July 2019; and

WHEREAS, on May 1, 2018, at a community outreach meeting, a survey conducted showed that the public was in support of a Temporary Dog Park at the Sierra Bicentennial Park; and

WHEREAS, the City Council received a report on the status of the Temporary Dog Park at the July 16, 2018 meeting; and

WHEREAS, construction of the Temporary Dog Park is scheduled to be completed by October 2018; and

WHEREAS, the City Council deems it in the interest of the public health, safety, and welfare that rules be established for operation and use of the Temporary Dog Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis as follows:

1. The rules for the Temporary Dog Park located at the Sierra Bicentennial Park attached hereto are hereby approved.

2. A violation of the Temporary Dog Park rules shall be considered a violation of the Municipal Code.

3. The rules shall be posted at the gate of the Temporary Dog Park, on the City's webpage, and such other locations the Public Utilities Director deems appropriate.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 17, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

CITY OF CLOVIS – TEMPORARY DOG PARK RULES AND REGULATIONS FOR EVERYONE’S SAFETY AND ENJOYMENT

- PATRONS SHALL USE THE DOG PARK AT THEIR OWN RISK.
- OWNERS ARE LEGALLY RESPONSIBLE FOR THEIR DOGS AND ANY INJURY CAUSED BY THEM.
- DOGS MUST BE PROPERLY LICENSED, VACCINATED, AND HEALTHY. PROOF OF VACCINATION MAY BE REQUIRED.
- A CURRENT DOG LICENSE MUST BE ON THE ANIMAL AND VISIBLE AT ALL TIMES.
- OWNERS MUST IMMEDIATELY CLEAN UP AFTER THEIR DOGS.
- NO AGGRESSIVE DOGS ALLOWED. DOGS SHOWING SIGNS OF AGGRESSION SHALL BE LEASHED AND IMMEDIATELY REMOVED FROM THE DOG PARK.
- DOGS USING THE DOG PARK MUST BE AT LEAST 4 MONTHS OLD.
- DOGS IN HEAT ARE NOT ALLOWED IN THE DOG PARK.
- DOGS MUST BE SPAYED AND NEUTERED IN ACCORDANCE WITH THE REQUIREMENTS OF CMC § 6.1.515.
- AT ALL TIMES, DOGS IN THE DOG PARK MUST BE UNDER THE DIRECT SUPERVISION AND IMMEDIATE EFFECTIVE VOCAL CONTROL OF A RESPONSIBLE PERSON. A RESPONSIBLE PERSON IS SOMEONE AT LEAST 16 YEARS OLD, PHYSICALLY CAPABLE OF RESTRAINING THE DOG, WITH THE LEASH READILY AVAILABLE, AND WITHIN THE DOG PARK.
- ONLY 2 DOGS PER RESPONSIBLE PERSON ALLOWED AT ONE TIME.
- CHILDREN UNDER 12 MUST BE ACCOMPANIED BY AN ADULT AND SUPERVISED AT ALL TIMES.
- DOGS MUST BE LEASHED BEFORE ENTERING AND PRIOR TO LEAVING THE DOG PARK.
- FOOD, ALCOHOLIC BEVERAGES, AND SMOKING ARE NOT ALLOWED IN THE DOG PARK.
- OTHER ANIMALS ARE NOT ALLOWED IN THE DOG PARK.
- ALL OTHER CITY PARK RULES AND ANIMAL CONTROL REGULATIONS REMAIN APPLICABLE.

THE CITY OF CLOVIS IS NOT RESPONSIBLE FOR ANY DAMAGES, ACCIDENTS, OR LOSSES
FROM THE USE OF THIS DOG PARK

FOR EMERGENCIES, CALL: 911

FOR NON-EMERGENCIES, CALL: (559) 324-2800

TO REPORT A PROBLEM WITH THE DOG PARK, CALL: (559) 324-2600

TEMPORARY DOG PARK HOURS: 8:00 AM - DUSK



AGENDA ITEM NO: 14
City Manager: JA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: September 17, 2018

SUBJECT: Consider Approval - Res. 18- __, Adoption of the City of Clovis 2017-18 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds.

ATTACHMENTS: (A) Resolution
(B) 2017-18 Consolidated Annual Performance and Evaluation Report (CAPER)

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve a resolution adopting the City of Clovis 2017-18 Consolidated Annual Performance and Evaluation Report (CAPER) 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 2017-18 CAPER reporting on the expenditure of Community Development Block Grant Funds.

BACKGROUND

As an entitlement city for the purpose of receiving Community Development Block Grant Funds from HUD, Clovis must adopt a CAPER which reports on the status of CDBG projects and on the expenditure of funds for the previous funding year.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

HUD requires the City Council to adopt a CAPER each year reporting on the previous year's activity in completing CDBG projects and expending funds. The recommended action meets HUD's requirements to receive CDBG funds as an entitlement city.

ACTIONS FOLLOWING APPROVAL

The 2017-18 CAPER and Resolution will be submitted to HUD.

Prepared by: Heidi Crabtree, Housing Program Coordinator

A handwritten signature in blue ink, consisting of the letters 'H' and 'S' inside a circle.

Submitted by: Andrew Haussler, Community and Economic Development Director

A handwritten signature in blue ink, consisting of the letters 'A' and 'H'.

RESOLUTION 18-

A RESOLUTION OF THE CITY COUNCIL OF CLOVIS ADOPTING THE 2017-18 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

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 a Consolidated Annual Performance and Evaluation Report (CAPER) to report on the 2017-18 project year's activity in completing CDBG projects and expending funds.

NOW, THEREFORE, BE IT RESOLVED that the Clovis City Council approves and adopts the 2017-18 CAPER.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the 17th day of September, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: September 17, 2018

Mayor

City Clerk

City of Clovis

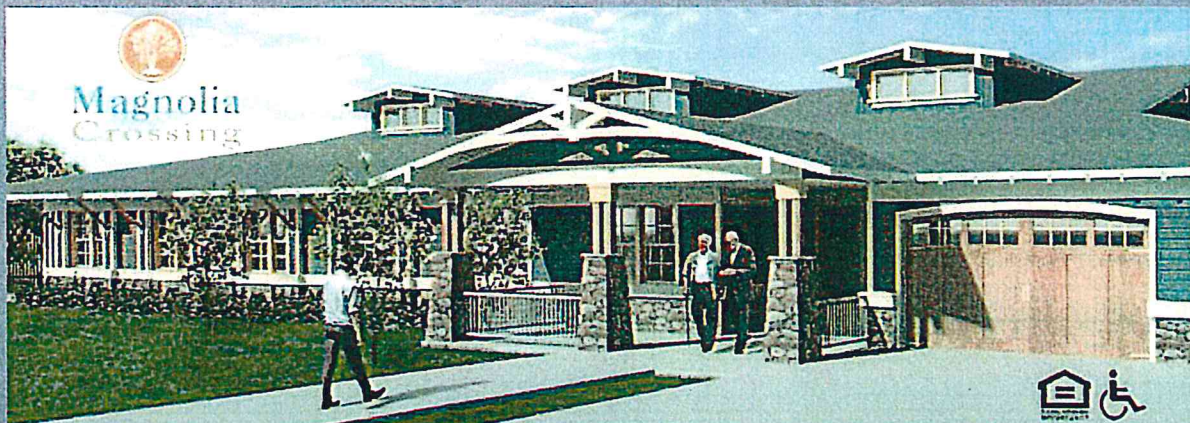


DRAFT

Consolidated Annual Performance and Evaluation Report (CAPER)

FY 2017-2018

Community Development Block Grant



Magnolia Crossing Assisted Living Facility
Forty-eight units of assisted senior living, with
Twenty-four units reserved for LMI seniors.
Land donated by the City of Clovis

Community and Economic Development Department

1033 Fifth Street
Clovis, California 93612

Anticipated Date for Submission to U.S. Department of Housing and Urban Development:
September 21, 2018

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Clovis made significant progress on all goals identified in the 2016-2021 Consolidated Plan, as detailed in the charts below.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	330	63	19.09%	55	63	114.55%
Code Enforcement	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		19255	19255	100.00%
Code Enforcement	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	19255	19255	100.00%			

Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	10	0	0.00%			
Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	0	0		8	6	75.00%
Public Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	30000	31602	105.34%	15801	15801	100.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All activities were determined through the Citizen Participation Plan process to be high priority, and were funded with CDBG.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	61
Black or African American	2
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	63
Hispanic	28
Not Hispanic	35

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Racial and ethnic status is only tracked for the Housing Rehabilitation activity, and is reflected on the chart above.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	774,077	1,077,771
HOME	HOME		
HOPWA	HOPWA		
ESG	ESG		
Other	Other		

Table 3 - Resources Made Available

Narrative

2017 expenditure totals include amounts associated with CDBG funding from PY 2017 and prior years.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

The Consolidated Plan did not identify any targeted areas. Instead, Clovis will spread resources throughout the City, and will result in a 100% LMI benefit.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

There is no matching requirement for CDBG. However, the City did donate property for three single-family affordable housing projects. One of the homes has been completed, and the remaining two are near completion. They are being developed by Habitat for Humanity Fresno County.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	55	63
Number of Special-Needs households to be provided affordable housing units	0	0
Total	55	63

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	55	63
Number of households supported through Acquisition of Existing Units	0	0
Total	55	63

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

There were no problems encountered in meeting the goal. The goal was exceeded.

Discuss how these outcomes will impact future annual action plans.

It shows that the need for this activity is high, which will likely result in the continuation of the activity at a high level.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	24	0
Low-income	39	0
Moderate-income	0	0
Total	63	0

Table 7 – Number of Households Served

Narrative Information

Households participating in the home rehabilitation grant program are income-qualified at the time of assistance, and their income information is tracked by City staff.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

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 services within Clovis are provided an opportunity to utilize the MAP services. Operated by the Poverello Housing (a homeless shelter in neighboring Fresno), MAP (Multi-Agency Access Program) is an integrated intake process that connects individuals facing homelessness, and connects them with housing. In addition, MAP connects those homeless facing challenges with behavioral health, substance abuse, physical health and/or mental health to the appropriate social services.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Clovis does not receive funding for this type of service. However, Clovis is an active member of the Fresno Madera Continuum of Care, which is the organization that acts as the regional planning body to address homeless in the region. In addition, the City of Clovis recently amended its Development Code to allow emergency shelters and transitional housing by-right, in all areas zoned as residential.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after 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); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Clovis does not have permanent supportive housing for those described in this section. However, Clovis residents do have access over 65 group homes in Clovis that provide some of the services described. Clovis residents also 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 people with health-related conditions.

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 services within Clovis are provided an opportunity to utilize the MAP services. Operated by the Poverello Housing (a homeless shelter in neighboring Fresno), MAP (Multi-Agency Access Program) is an integrated intake process that connects individuals facing homelessness, and connects them with housing. In addition, MAP connects those homeless facing challenges with behavioral health, substance abuse, physical health and/or mental health to the appropriate social services.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Consolidated Plan did not identify any immediate plans for the development of public housing in Clovis. However, Clovis is a partner of the Fresno Housing Authority, and are in discussions about a potential project development in Clovis.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Clovis has a first-time homebuyer program funded with State HOME funds, and advertises this program throughout the City. During this program year 9 low-income homebuyers were assisted through this program.

Actions taken to provide assistance to troubled PHAs

The Fresno Housing Authority is not considered troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken 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. 91.220 (j); 91.320 (i)

In its 2015-23 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. Clovis is working to resolve these constraints, but the process not be quick. Relative to the lots splits, Clovis Planning and Development recently launched a cottage home program that not only allows the development of these homes on lots already containing single-family homes, the City has provided three sets of building plans that can be used free of charge.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Clovis immediately began the implementation of the projects described in the action plan. The City has also continued to pursue additional Federal, State, and private funding, when available, to assist in meeting the underserved needs of Clovis residents. During the program year, the City has operated a \$1,000,000 State grant for a first-time homebuyer program, and completed a \$1,000,000 State grant for a mobile home replacement program.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Clovis continues to work with the Fresno County Department of Public Health's Residential Housing and Lead Program when necessary. During the previous program year, staff referred three households to this program.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Poverty-level families are at constant risk of homelessness. Unfortunately, Clovis does not receive funding specifically for homeless services. However, the City is an active member of the Fresno Madera Continuum of Care, and continues to help Clovis' most vulnerable residents access the services of the region's social service providers.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Clovis staff is responsible for the administration of the CDBG program. Staff takes full advantage of training opportunities provided by HUD, as well as local and regional training.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

During the program year, Clovis maintained memberships and were active participants with the Fresno Madera Continuum of Care and the San Joaquin Valley Housing Collaborative. In addition, Clovis has current projects under construction that are in partnership with Habitat for Humanity and a local affordable housing developer.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Clovis continues to refer residents who have a fair housing issue to the Fair Housing Council of Central California, who was a partner in the development of Clovis' analysis of impediments to fair housing.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Clovis is the lead for monitoring compliance for the CDBG program. The City has established procedures based upon HUD guidelines, technical support publications, and HUD monitoring handbooks to ensure the CDBG program is in compliance with applicable rules and regulations. The City's monitoring ranges from determining income-eligibility, project location eligibility, accounting procedures, and on-site inspections for funded activities.

The City's engineering department monitors the minority business outreach for all funded activities.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A notice was published in the Business Journal on August 20, 2018, and gave information about providing comment on the posted draft of the CAPER. The CAPER review and comment period was also advertised on the City of Clovis website and through the City's Facebook page. A 29-day comment period was given for the document. The notice also included the date, time, and location of the public hearing relative to the formal adoption of the 2017-18 CAPER. The notice was published in both English and Spanish.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes have been made to Clovis' program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes have been made to Clovis' program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 17, 2018

SUBJECT: Consider Adoption – Ord. 18-23, R88-09A, A request to approve an amendment to the conditions of approval to allow for the development of a multiple-family development consistent with the R-2 Zone District for property located at 1855 Austin Avenue. Mohamad Annan, owner/applicant; Aesthetics Designs, representative. (Vote: 4-1 with Councilmember Mouanoutoua voting no)

Please direct questions to the City Manager's office at 559-324-2060.



AGENDA ITEM NO: 16
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 17, 2018

SUBJECT: Consider Approval - Res. 18-____, A Request to Approve the Second Amendment to the 2017 Memorandum of Understanding between the County of Fresno and City of Clovis regarding Tax Sharing and Sphere of Influence

ATTACHMENTS: 1) Proposed Resolution regarding the Second Amendment to the 2017 Memorandum of Understanding between the County of Fresno and City of Clovis regarding Tax Sharing and Sphere of Influence
2) June 4, 2018 staff report approving the First Amendment to the 2017 Memorandum of Understanding between the County of Fresno and City of Clovis regarding Tax Sharing and Sphere of Influence

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve Second Amendment to the 2017 amended and restated memorandum of understanding between the County of Fresno and City of Clovis regarding Tax Sharing and Sphere of Influence.

EXECUTIVE SUMMARY

The current Memorandum of Understanding (MOU) between the County of Fresno and City of Clovis regarding tax sharing and Sphere of Influence (SOI) was approved by the City and the County in mid-2017. The current agreement is for a term of 10 years with an option for one 5 year extension meaning that the agreement could go through 2032.

The primary purpose of the MOU is to identify how property and sales taxes are shared between the City and the County as annexations occur. As properties are annexed into the City, the City becomes responsible for providing municipal services to the area annexed.

Additionally, as part of the annexation process, property and sales taxes are transferred from the County to the City. The MOU is an agreement between both parties on how future property and sales taxes are shared. The secondary purpose of the MOU is to encourage economic development and environmentally sound land use planning as the City grows.

The June 2018 First Amendment to the Tax Sharing Agreement was primarily focused on the "Standards of Annexation." Council recently adopted a resolution addressing the City's position regarding the unaccommodated need of 4,420 units to meet the State Regional Housing Needs Assessment (RHNA). The resolution also included a rezone program including one option to amend the Tax Sharing Agreement, allowing annexation of property for the purpose of meeting the RHNA. Secondly, there was an interest in developing and annexing properties within the Dry Creek Preserve Area which is a reverse peninsula.

The proposed Second Amendment would change the SOI in the Northeast area of the City to include approximately 1,000 acres with the justification of economic development and adding jobs to the City. The approximate 1,000 acre area is generally bounded by Highway 168 to the north, east of DeWolf Avenue, generally north of the Nees Avenue alignment on the southern boundary, and approximately halfway between McCall and DelRey Avenues to the east.

BACKGROUND

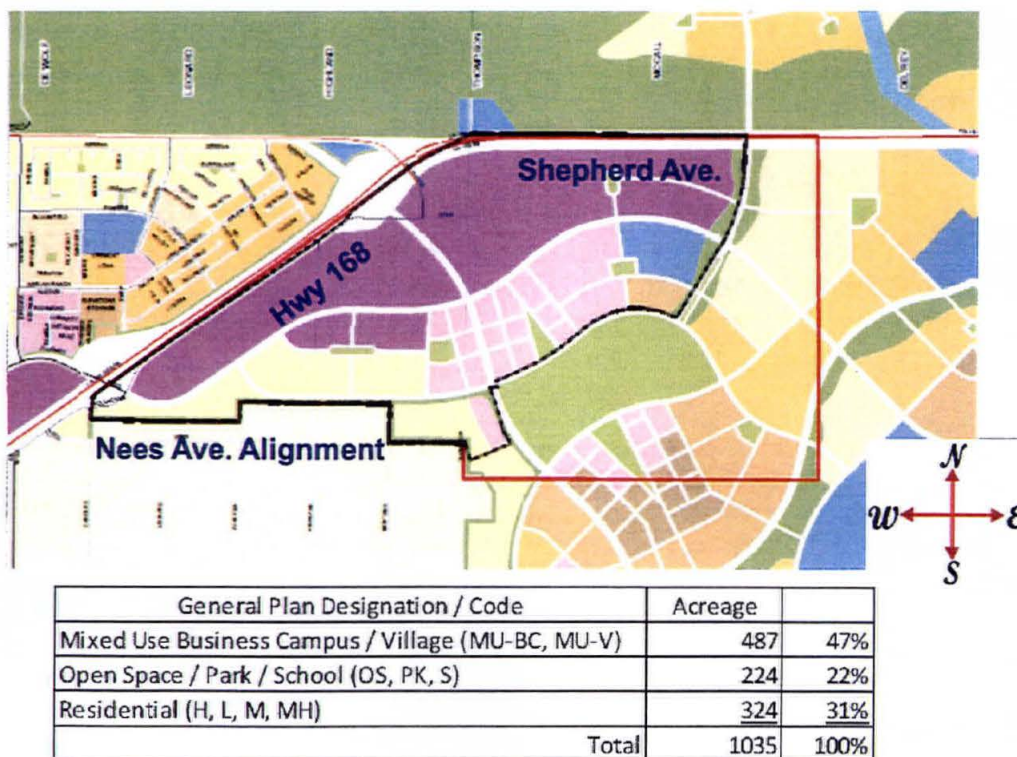
Brief Chronology:

- August 2014 City Council approved the General Plan Update.
- September 2014 City Council directed staff to begin the process to amend the Sphere of Influence (SOI) to add 860 acres in the Northwest Expansion Area, and also provided direction to begin the Northeast Expansion Area once that was completed.
- December 2014 Fresno County approved the amendment to the Tax Sharing Agreement to allow the sphere change for the Northeast Expansion Area.
- April 2015 the Local Agency Formation Commission (LAFCo) approved the northwest SOI change adding 860 acres to the City's SOI in the Northeast Expansion Area.
- November 2016 City Council provided policy direction to move forward with the Northeast SOI change.
- May 2015 - April 2017 City and County completed negotiations on the 2017 Amended and Restated Memorandum of Understanding (MOU) between the County of Fresno and City of Clovis regarding Tax Sharing and Sphere of Influence.
- City Council approved the MOU in May 2017.
- Fresno County approved the MOU in June 2017.
- August 2017 City Council approved the City's Master Service Plan (MSP). The MSP is a comprehensive overview how the City provides municipal services and how it plans to

provide future services. The Master Service Plan is used by the Fresno County Local Agency Formation Commission (LAFCo) in determining boundary changes and sphere of influence updates for the City.

- September 2017 City Council approved the submittal of an application to the LAFCo to expand the (SOI) in the Northeast Area of the City.
- September 2017 City submitted an application to LAFCo to expand the (SOI) in the Northeast Area of the City.
- July 2018 City Council approved the Sewer, Water, and Recycled Water Master Plans, as well as the associated environmental and updated impact fees. The Master Plans are essential to determine how these services will be provided to support the 2014 General Plan.

The City of Clovis is proposing to change the SOI in the Northeast area of the City to include approximately 1,000 acres with the justification of economic development and adding jobs to the City. The approximate 1,000 acre area is generally bounded by Highway 168 to the north, east of DeWolf Avenue, generally north of the Nees Avenue alignment on the southern boundary, and approximately halfway between McCall and DelRey Avenues to the east.



In the 2014 General Plan Update, the economic development analysis determined that in the next twenty years of growth, the City would add approximately 15,000 households, with most of this being absorbed in the currently developing Loma Vista Urban Village and then the Northwest Urban Village. A standard goal for communities to be economically viable is to have 1 job for every unit of housing. The analysis determined that only 10,892 jobs could

be absorbed in these growth areas and the City as a whole. In order to continue the critical job growth to allow Clovis to be sustainable, additional land must be made available for job producing uses. The area in the City's Northeast Urban Village includes approximate capacity for 10,000 additional jobs. This area would be able to accommodate enough jobs for both the current growth areas and the future Northeast Growth area residents. In addition, the area is unique in that large tracts of land are available with just a few owners, allowing for large scale employers to be sought after. This would have a major impact regionally as there is relatively little acreage available for job generating uses in the region. Seeking the job producing land in the Northeast Urban Village is consistent with the City's General Plan Goal #1 in the Economic Development Element and critical to the fiscal sustainability of Clovis.

The Fresno County Local Agency Formation Commission began review of the application for the change to the City's Sphere of Influence in the northeast in September 2017.

Major deal points of the Second Amendment are:

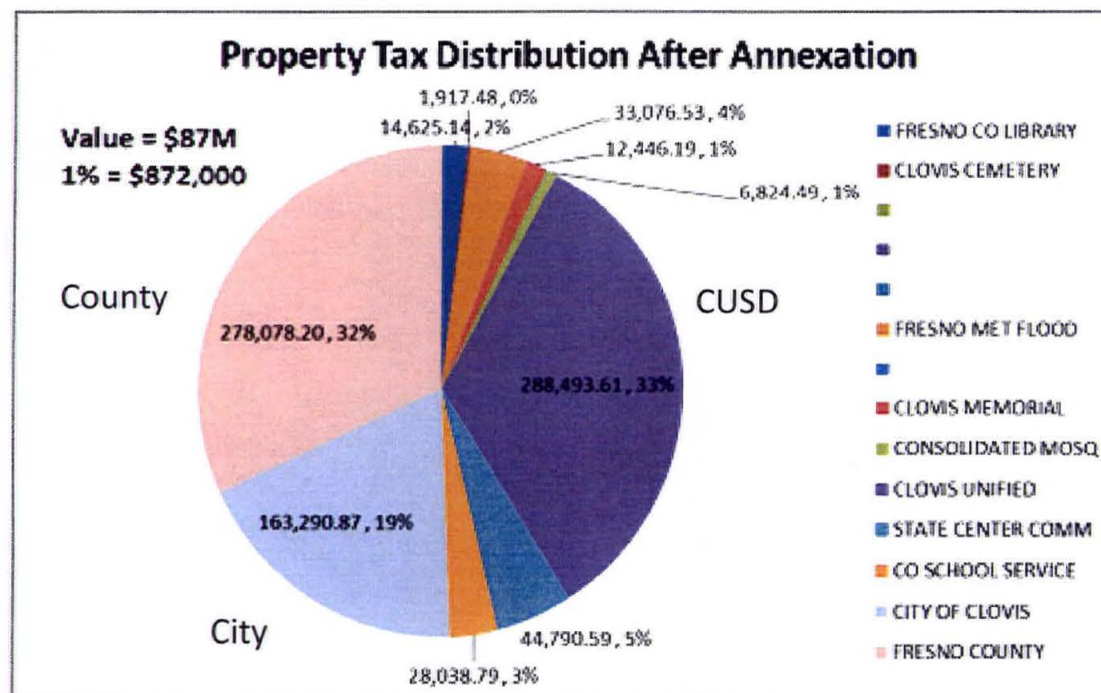
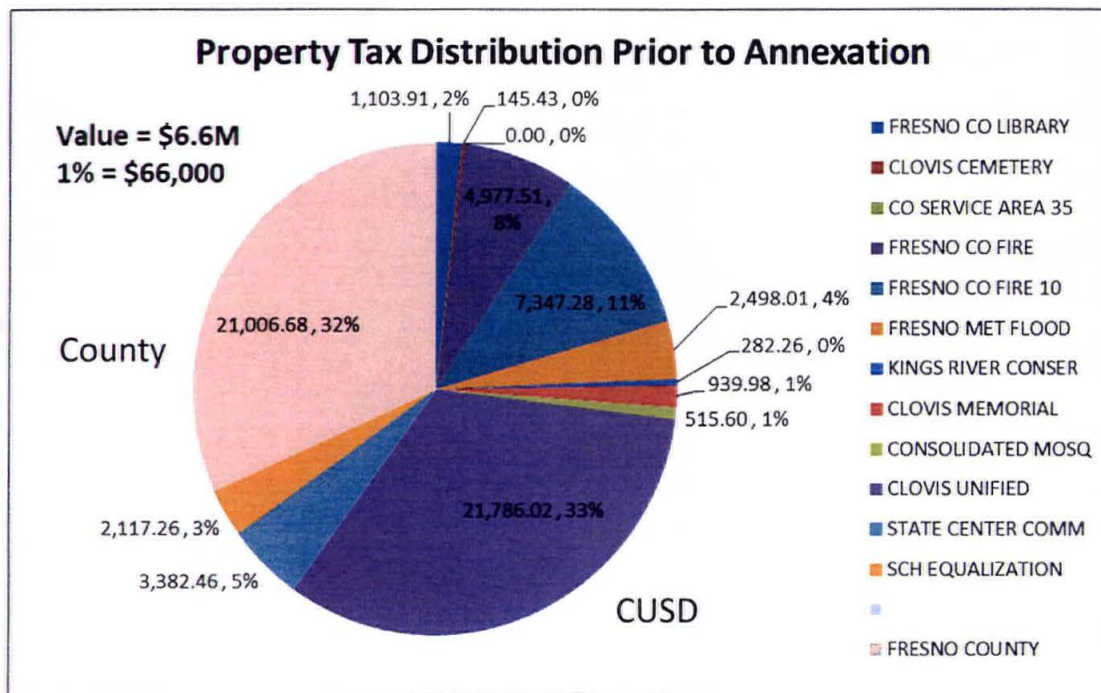
- County consents to an amendment to the City's SOI to include the Northeast Expansion Area;
- Prior to the first proposed annexation within the Northeast Expansion Area, City will be required to complete a comprehensive Master Plan for the entire area. The Master Plan will be accompanied by:
 - (1) Appropriate environmental review under the California Environmental Quality Act.
 - (2) Updates to the City's Master Service Plans (water, wastewater, recycled water) showing City's ability to serve the proposed annexation area.
 - (3) Any proposed amendments to City's General Plan.
 - (4) Any proposed amendments to the City's Development Code.
 - (5) All costs associated with the Master Plan will be borne by the developer of the project.

FISCAL IMPACT

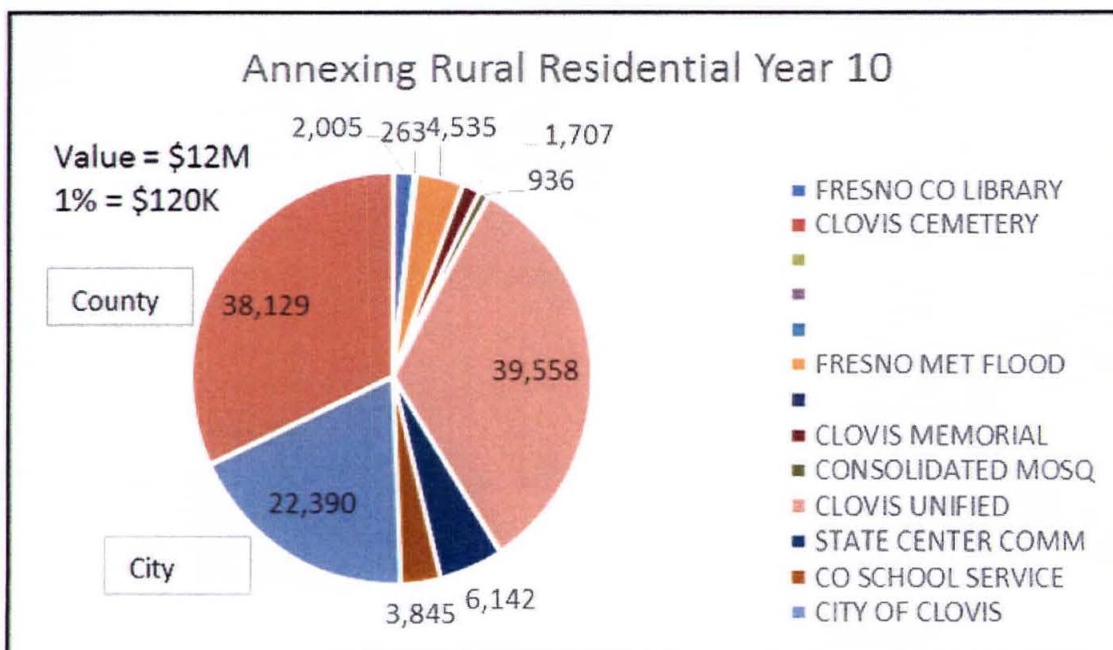
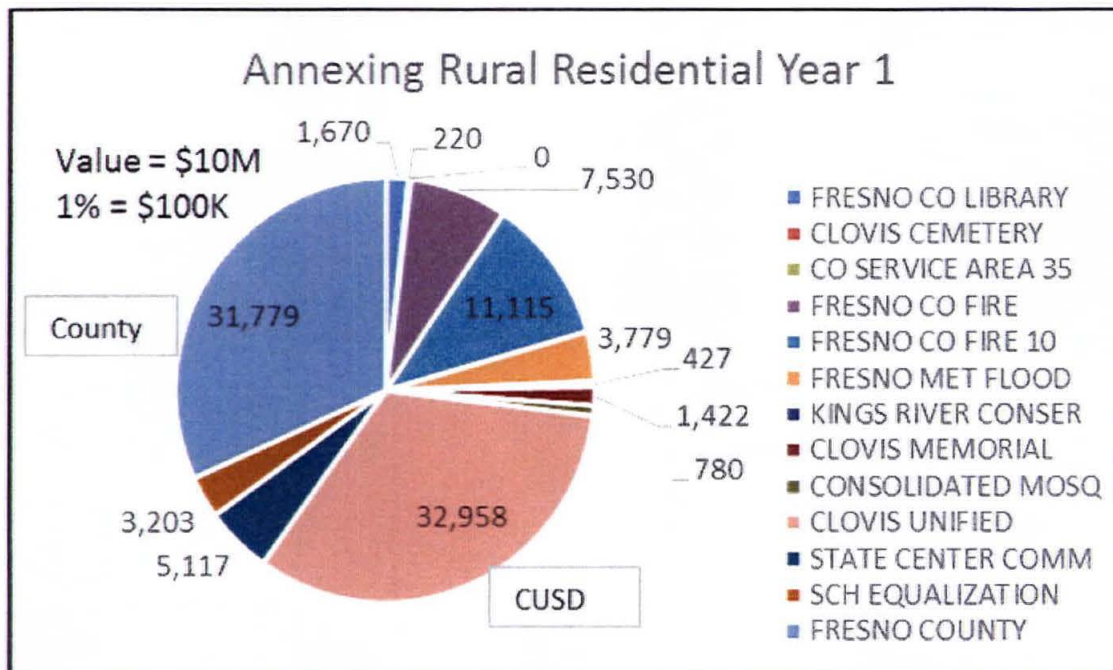
There will be limited to no fiscal impact of amending the SOI to include the Northeast Expansion Area. The fiscal impact will be felt as properties in the area are proposed to be annexed. As properties are annexed, the City assumes responsibilities for providing municipal services.

Comparing the impact on City finances when annexing Undeveloped Properties versus Developed Properties - as properties are annexed into the City, the City assumes responsibility for providing all municipal services to the annexed area and therefore incurs the entire cost. That cost is offset by property taxes for future increased net assessed valuation. In the example below, 160 acres were annexed into the City in 2005 of which 103 acres were developed into single family residential. The property is bounded by Willow, Shepherd, Peach, and Teague Avenues. The value of the property in 2005 was \$6.6M, of

which \$66,000 (1% of the NAV) in property taxes were distributed as can be seen in the chart to the left below. Ten years later, the 103 acres have been developed and the net assessed value is \$87M with \$872,000 in property taxes being distributed. City of Clovis revenues go from zero prior to annexation to \$163,000 post annexation. Similarly, the County goes from \$21,000 to \$278,000. Again, the City only benefits from the increased net assessed value.



Conversely, if the City annexes fully developed rural residential, the City will only benefit by the annual 2% allowed increase in property taxes. In the example above, if the 103 acres were already developed as rural residential with two acre lots, there would be approximately 50 homes. If each home was valued at \$200,000, the NAV would be \$10M of which \$100,000 in property taxes would be distributed. If over a ten year period the NAV only increased by the allowed 2% increase, the City would receive only \$23,000 after ten years, as the value increased from \$10M to \$12M - see below.



REASON FOR RECOMMENDATION

The MOU between City and County must be amended to allow for the change in the SOI.

ACTIONS FOLLOWING APPROVAL

If approved, staff will transmit to Fresno County for Board consideration. If approved by the Board of Supervisors, a fully executed agreement will be sent to LAFCo to be included in the package for the Commission when considering the sphere change.

Submitted by: John Holt, Assistant City Manager

Recommended by: Luke Serpa, City Manager LS

RESOLUTION 18-

A RESOLUTION OF THE CITY COUNCIL APPROVING THE SECOND AMENDMENT TO THE 2017 AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF FRESNO AND CITY OF CLOVIS REGARDING A CHANGE IN THE CITY OF CLOVIS SPHERE OF INFLUENCE TO INCLUDE THE NORTHEAST EXPANSION AREA

The City Council of the City of Clovis resolves as follows:

WHEREAS, On June 4, 2018, City Council approved the First Amendment to the 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis regarding Standards of Annexation; and

WHEREAS, this is the Second Amendment to the 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis; and

WHEREAS, the City and County staff drafted Second Amendment as stated and attached as Attachment 1; and

WHEREAS, The Second Amendment would change the SOI in the Northeast Expansion Area of the city to include approximately 1,035 acres with the justification of economic development and adding jobs to the city.

WHEREAS, The approximate 1,035 acre area is generally bounded by Highway 168 to the north, east of DeWolf Avenue, generally north of the Nees Avenue alignment on the southern boundary, and approximately halfway between McCall and DelRey Avenues to the east.

WHEREAS, a duly noticed hearing was held on September 17, 2018; and

WHEREAS, on September 17, 2018, the 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 the Second Amendment to the 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis, which are maintained at the offices of the City of Clovis Department of Planning and Development Services; and

NOW, THEREFORE, the Council does approve the Second Amendment to the 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis.

Attachment 1

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 17, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: September 17, 2018

Mayor

City Clerk

**SECOND AMENDMENT TO
2017 AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING**

COUNTY OF FRESNO AND CITY OF CLOVIS

This Second Amendment to the 2017 Amended and Restated Memorandum of Understanding (“Second Amendment”) is made and executed this ____ day of _____, 2018 (“Effective Date”), by and between the County of Fresno, a political subdivision of the State of California (“County”) and the City of Clovis, a municipal corporation of the State of California (“City”), with respect to the following Recitals, which are a substantive part of this Second Amendment. County and City are each a “party” to this Second Amendment and are sometimes collectively referred to as “the parties” to this Second Amendment.

RECITALS

A. On June 6, 2017, the parties entered into an Amended and Restated Memorandum of Understanding (“MOU”), a comprehensive agreement covering development, annexations, sales taxes, property taxes, and other matters, which is on file with County and City.

B. The MOU addresses development within the City’s then constituted Sphere of Influence (“SOI”), as depicted in **Exhibit A**.

C. Clovis desires to expand its SOI to include portions of its planned Northeast Urban Center, primarily for the purposes of regional commercial and industrial job developing uses, with other compatible uses necessary to aid in the job developing uses (“Northeast Expansion Area”). The area to be included is identified as a special study area in the MOU, shown on Exhibit 4 of the MOU, and depicted herein in **Exhibit B**; however, this area is no longer identified as a special study area in this Second Amendment.

D. County agrees that regional job generating uses are of high importance, and concurs with City’s SOI being amended to include the Northeast Expansion Area, subject to the terms and conditions set forth in this Second Amendment.

///

///

1 E. Expansion of City's SOI provides for orderly development in this area and represents an
2 important part of the City's Northeast Urban Center as identified in the 2014 Clovis General Plan. The
3 Northeast Expansion Area includes critical land uses that will positively contribute to unification of
4 logical urban growth and efficient delivery of urban services within the City's SOI.

5 F. An amendment to the MOU is necessary to accommodate the Northeast Expansion Area.

6 **NOW, THEREFORE**, County and City hereby agree as follows:

7 1. Amendment of SOI. County consents to an amendment of City's SOI to include the
8 Northeast Expansion Area as depicted herein as **Exhibit C**, and City may process the amendment
9 through the Fresno Local Agency Formation Commission (LAFCo).

10 2. Plans. Prior to the first proposed annexation within the Northeast Expansion Area, City
11 shall have completed a comprehensive Master Plan for the entire area, identifying all of the proposed
12 uses for the Northeast Expansion Area, including, but not limited to; land use diagrams, public facilities,
13 design standards, an annexation schedule/strategy for uses other than commercial and industrial (public
14 facilities shall be exempt from this requirement), and other matters necessary for proper planning of the
15 area ("Master Plan"). The Master Plan shall be accompanied by the following:

- 16 (1) Appropriate environmental review under the California Environmental Quality
17 Act.
- 18 (2) Updates to the City's Master Service Plans (water, wastewater, recycled water)
19 showing City's ability to serve the proposed annexation area.
- 20 (3) Any proposed amendments to City's General Plan.
- 21 (4) Any proposed amendments to the City's Development Code.

22 3. Notice and Consultation. City shall notify and consult with County in the early stages of
23 preparing the Master Plan, and not less than 180 days before the first scheduled public hearing.

24 4. MOU Exhibit 4, Exhibit 5, and Exhibit 6. The map included as **Exhibit A**, attached
25 hereto and incorporated herein by this reference, shall replace Exhibit 6 to the MOU as of the Effective
26 Date of this Second Amendment. The map included as **Exhibit C**, attached hereto and incorporated
27 herein by this reference, shall replace Exhibit 4 and Exhibit 5 to the MOU as of the Effective Date of
28 this Second Amendment.

1 5. Other terms of MOU Unaffected. Except as expressly modified by the terms of this
2 Second Amendment, all other terms of the MOU shall remain in full force and effect.

3 IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in the
4 County of Fresno, State of California, effective on the dates set forth above.

5
6 **COUNTY OF FRESNO**, a Political Subdivision
of the State of California ("County")

CITY OF CLOVIS, a Municipal Corporation of
the State of California ("City")

7
8 By: _____
9 Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

By: _____
Bob Whalen, Mayor
City of Clovis

10
11 **ATTEST:**

12 BERNICE E. SEIDEL
13 Clerk of the Board of Supervisors

14 By: _____
Deputy

ATTEST:

JOHN HOLT
City Clerk, City of Clovis

By: _____
John Holt, City Clerk

15
16 **REVIEWED AND RECOMMENDED FOR
APPROVAL:**

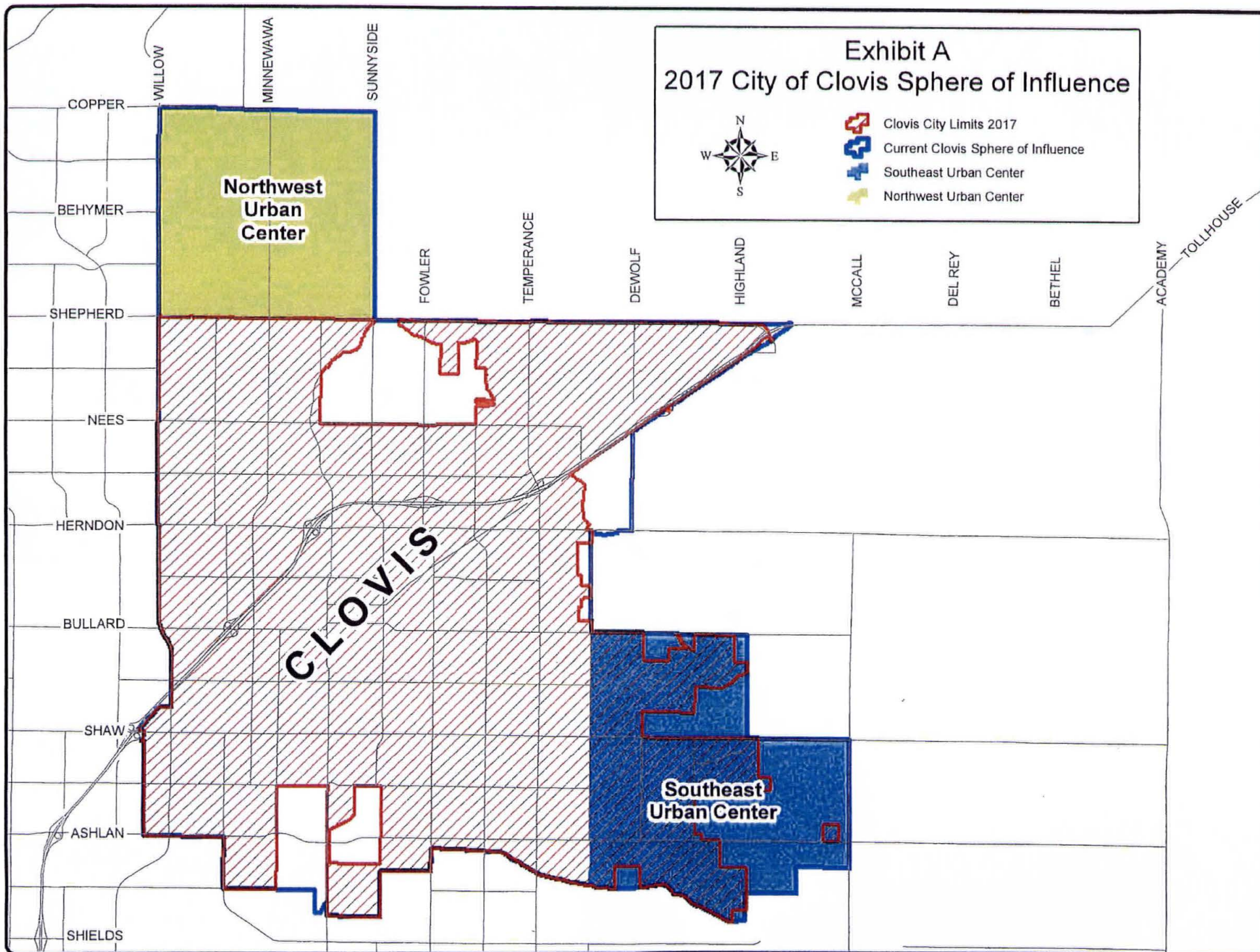
17 LUKE SERPA
18 City Manager, City of Clovis

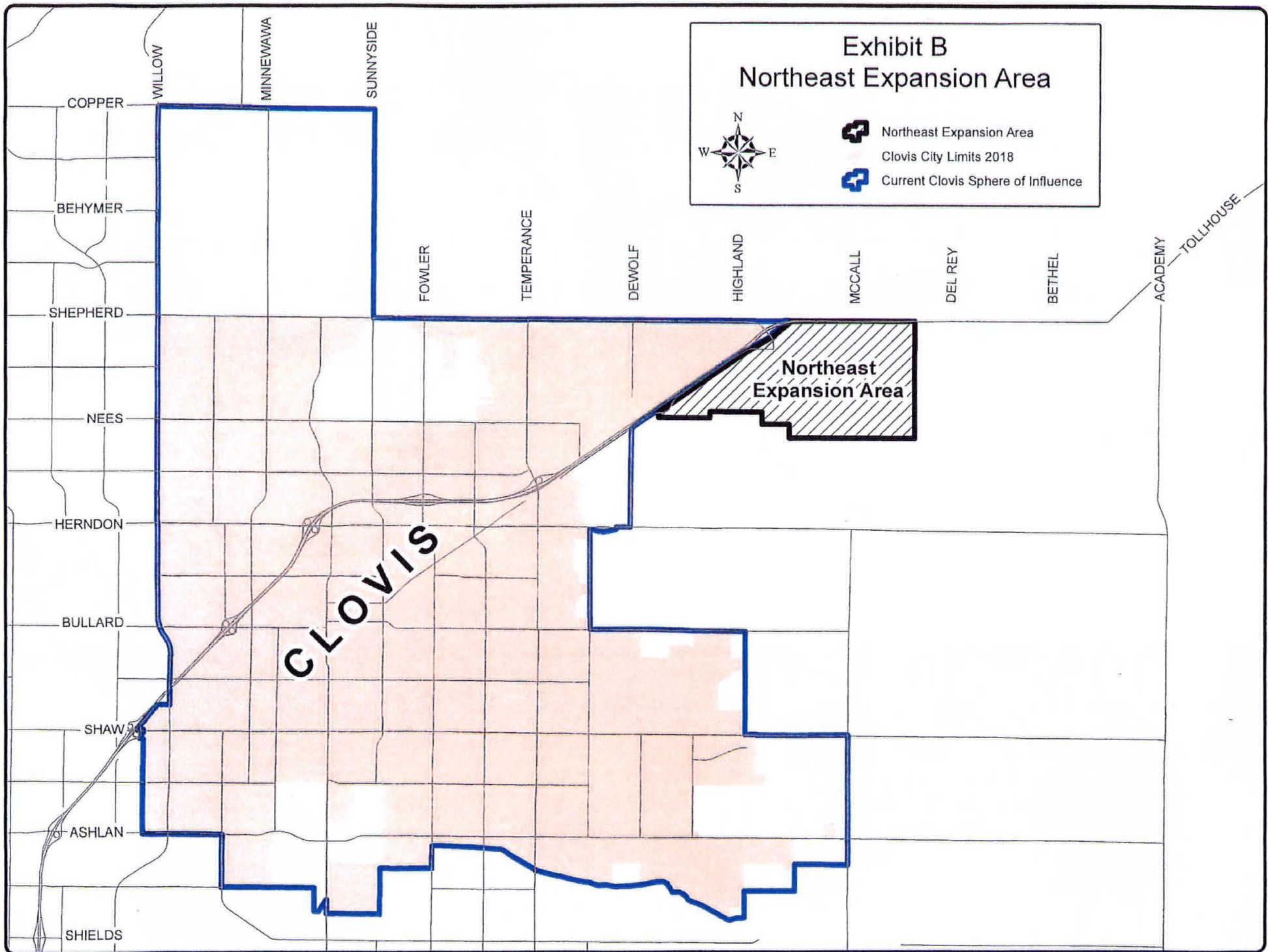
19 By: _____
20 Luke Serpa, City Manager

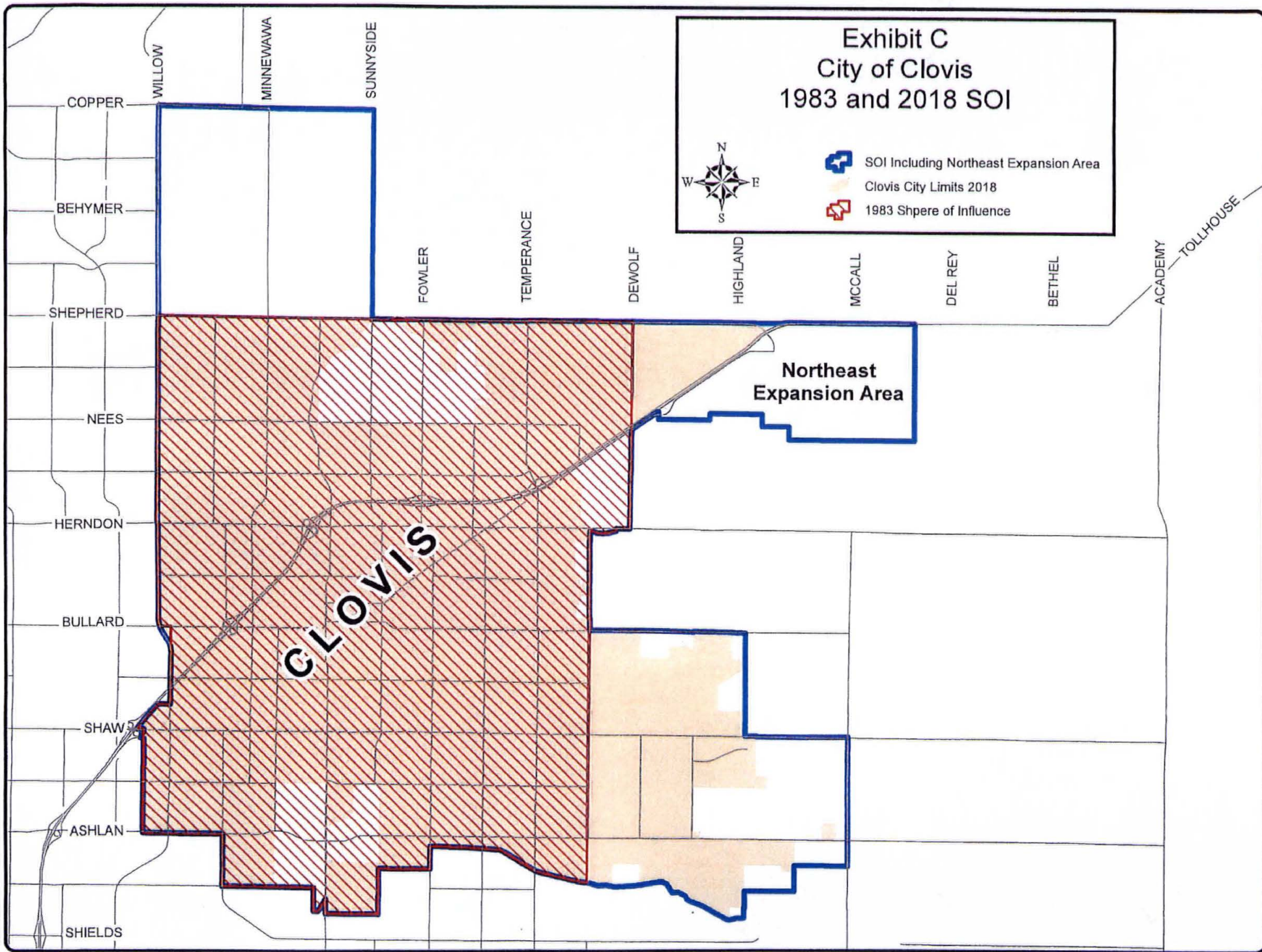
21 **APPROVED AS TO LEGAL FORM:**

22 DAVID J. WOLFE, City Attorney, City of Clovis

23
24 By: _____
25 David J. Wolfe, City Attorney









AGENDA ITEM NO: 1-F
City Manager: *MA*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 4, 2018

SUBJECT: Consider Approval, Res. 18-____, A request to amend the 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis regarding Standards of Annexation. City of Clovis Applicant.

ATTACHMENTS:

Attachment 1: Proposed Modifications to Standards of Annexation
Attachment 2: 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis

CONFLICT OF INTEREST

None.

RECOMMENDATION

Staff Recommends that the City Council approve an amendment to the 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis (Tax Sharing Agreement).

EXECUTIVE SUMMARY

The request to amend the Tax Sharing Agreement is primarily focused on the "Standards of Annexation." Council recently adopted a resolution addressing the City's position regarding the unaccommodated need of 4,420 units to meet the State Regional Housing Needs Assessment (RHNA). The resolution also included a rezone program including one option to amend the Tax Sharing Agreement, allowing annexation of property for the purpose of meeting the RHNA.

Attachment 2

Secondly, as Council is aware, there is interest in developing and annexing properties within the Dry Creek Preserve Area which is a reverse peninsula. Woodside Homes is currently processing a Project within the area that will be forwarded to the City Council in the next few weeks. It is proving to be very difficult to create an annexation boundary which is consistent with the current 'Standards of Annexation.' Both City and County staff agree that amending the Tax Sharing Agreement is a more viable option to address the Dry Creek Preserve rather than a Stand Alone Agreement with every annexation that occurs.

Staff therefore requests to amend the Tax Sharing Agreement to address these two areas of concerns. Additional clarification items are also included per discussion with, and recommendation by County of Fresno staff.

BACKGROUND

The 2017 Amended and Restated Memorandum of Understanding was executed in June 2017, prior to the expiration of the 1990 City/County Memorandum of Understanding. Included in the Tax Sharing Agreement are the "Standards of Annexation" (see Attachment 1). Standards of Annexation establish criteria to determine compliance with the City, County, and LAFCo.

The current Standards of Annexation require that an annexation boundary, is logical, does not create a peninsula or island, must be rezoned, and 50% of the area entitled with a map or site plan review. Standards may be amended from time to time to address such items as expanded sphere boundaries or new regulations. In this case, the City is requesting an amendment to address the unaccommodated RHNA, as well as annexations consistent with the recently approved Dry Creek Preserve Master Plan.

PROPOSAL AND ANALYSIS

The proposed amendment is intended to address two main areas; City's RHNA and Dry Creek Preserve. While working with the County of Fresno staff, there were some other areas where clarification and edits were recommended.

Amending the Tax Sharing Agreement to allow for annexation of land for the purpose of addressing the City's unaccommodated need for RHNA will provide staff with one of several options identified in a resolution adopted by Council on March 12, 2018. Annexing land for purposes of RHNA without a viable project creates some concern with staff. Upon annexation, the City would accept service of the area (Police, Fire, streets, water, and sewer) while waiting for development to occur. This may not be a significant impact if the annexation involved one or two vacant or rural residential properties. Each annexation would need to be evaluated to determine the direct impact to services. Annexing land for the purpose of RHNA would only occur as a last option, only when all other means were exhausted.

The recently approved Dry Creek Preserve Master Plan includes an annexation program to address development over the next 20 years. The annexation program is intended to permit development per the Master Plan and allow logical annexation boundaries confined as much as possible to the tract map boundaries. Additionally, the annexation program identifies a path to eventually annex the entire Dry Creek Preserve over an extended period of time. The policy is a result of collaboration between City staff, Dry Creek Preserve neighbors, and the County of Fresno. Currently the Tax Sharing Agreement does not address peninsula annexations or annexations that continue to leave large County pockets behind. Therefore, an amendment would be necessary for each project that occurs in the area. With approval of the annexation program, City and County staff agree that an amendment to the Standards of Annexation is best suited to address the Dry Creek Preserve.

Several minor amendments are also proposed by City and County staff to clarify standards (see Attachment 1).

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The purpose of the request to amend the 2017 Amended and Restated Memorandum of Understanding is to address the City's unaccommodated need per the State RHNA, as well as provide for annexations within the Dry Creek Preserve. The amended text has been coordinated with, and supported by County of Fresno staff. Staff recommends that the Council approve a resolution to amend the 2017 Amended and Restated Memorandum of Understanding.

ACTIONS FOLLOWING APPROVAL

The approved resolution will be forwarded to the County Board of Supervisors for consideration and approval.

Prepared by: Bryan Araki, City Planner

Submitted by: 
Dwight Krol
Director of Planning &
Development Services

RESOLUTION 18-76

A RESOLUTION OF THE CITY COUNCIL APPROVING THE FIRST AMENDMENT TO THE 2017 AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF FRESNO AND CITY OF CLOVIS REGARDING STANDARDS OF ANNEXATION

The City Council of the City of Clovis resolves as follows:

WHEREAS, The City of Clovis requests that the City Council approve an amendment to the 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis regarding Standards of Annexation; and

WHEREAS, this is the second amendment to the 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis; and

WHEREAS, the City and County staff drafted an amendment as stated and attached as Attachment 1; and

WHEREAS, the City Attorney is preparing an agreement for the amendment to the 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis, which will be attached to the Resolution when delivered to the County of Fresno; and

WHEREAS, a duly noticed hearing was held on June 4, 2018; and

WHEREAS, on June 4, 2018, the 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 the amendment to the 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis, which are maintained at the offices of the City of Clovis Department of Planning and Development Services; and

NOW, THEREFORE, the Council does approve the First Amendment to the 2017 Amended and Restated Memorandum of Understanding between the County of Fresno and City of Clovis.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 4, 2018, by the following vote, to wit:

AYES: Councilmembers Ashbeck, Bessinger, Flores, Mouanoutoua, Mayor Whalen
NOES: None
ABSENT: None
ABSTAIN: None

DATED: June 4, 2018

Mayor

City Clerk

Attachment 1
STANDARDS FOR ANNEXATION
(Additions in Blue Bold – Deletions in Red)

- The proposal must be consistent with adopted sphere of influence of the city and not conflict with the goals and policies of the Cortese-Knox-Hertzberg Act.
- The proposal must be consistent with city general and specific plans, including adopted goals and policies.
- Pursuant to CEQA, the proposal must mitigate any significant adverse effect on continuing agricultural operations on adjacent properties, to the extent reasonable and consistent with the applicable general and specific plan.
- A proposal for annexation is acceptable if one of the following conditions exist:
 1. There is existing substantial development provided the City confines its area requested to that area needed to include the substantial development and create logical boundaries.
 2. Development exists that requires urban services which can be provided by the City.
 3. If no development exists, at least **50.25%** of the area proposed for annexation has:
 - i. Approved tentative subdivision map(s) (S.F. residential)
 - ii. Approved site plan (for other uses **including multi-family**)
- The proposal would not create islands. Boundaries must ultimately minimize creation of peninsulas and corridors, or other distortion of boundaries. ~~For any of the following circumstances a proposal for annexation is presumed to comply with all standards for annexation:~~
~~For any of the following circumstances a proposal for annexation is presumed to comply with all standards for annexation:~~

For any of the following circumstances listed below a proposal for annexation is presumed to comply with all standards for annexation:

- The request for annexation is by a city for annexation of its own publicly-owned property for public use.
- The request for annexation is by a city in order to facilitate construction of public improvements or public facilities which otherwise could not be constructed.
- The request for annexation is to remove an unincorporated island, ~~or~~ substantially surrounded area, **or otherwise address existing peninsulas and/or irregular boundaries.**
- **The annexation is to fulfill the city's Regional Housing Needs Allocation (RHNA) obligation which otherwise cannot be accommodated on lands currently within the city's incorporated boundary.**
- **The request for annexation is within and consistent with the Dry Creek Preserve Master Plan Annexation Program as adopted by the City.**
- ~~▪ The request for annexation is for an industrial or regional commercial project for which a development application has been made and no significant adverse environmental impact will result that cannot be mitigated or overridden by a necessary public purpose. Condition(s) assuring the financing or completion of necessary development infrastructure before completion of annexation shall be made a part of the proposal.~~
- The annexation is intended to mitigate or otherwise comply with standards/conditions required by another agency with respect to another development/annexation

Staff also proposes to add the following sentence at the end of Section 2.4 of Article II as follows:

The proposed annexation shall not create an island and shall minimize creation of peninsulas and corridors, or other distortion of boundaries.

Attachment 1
STANDARDS FOR ANNEXATION
(Additions in Blue Bold – Deletions in Red)

- The proposal must be consistent with adopted sphere of influence of the city and not conflict with the goals and policies of the Cortese-Knox-Hertzberg Act.
- The proposal must be consistent with city general and specific plans, including adopted goals and policies.
- Pursuant to CEQA, the proposal must mitigate any significant adverse effect on continuing agricultural operations on adjacent properties, to the extent reasonable and consistent with the applicable general and specific plan.
- A proposal for annexation is acceptable if one of the following conditions exist:
 1. There is existing substantial development provided the City confines its area requested to that area needed to include the substantial development and create logical boundaries.
 2. Development exists that requires urban services which can be provided by the City.
 3. If no development exists, at least ~~50~~**25**% of the area proposed for annexation has:
 - i. Approved tentative subdivision map(s) (S.F. residential)
 - ii. Approved site plan (for other uses **including multi-family**)
- The proposal would not create islands. Boundaries must ultimately minimize creation of peninsulas and corridors, or other distortion of boundaries. ~~For any of the following circumstances a proposal for annexation is presumed to comply with all standards for annexation: For any of the following circumstances a proposal for annexation is presumed to comply with all standards for annexation:~~

For any of the following circumstances listed below a proposal for annexation is presumed to comply with all standards for annexation:

- The request for annexation is by a city for annexation of its own publicly-owned property for public use.
- The request for annexation is by a city in order to facilitate construction of public improvements or public facilities which otherwise could not be constructed.
- The request for annexation is to remove an unincorporated island, ~~or~~ substantially surrounded area, **or otherwise address existing peninsulas and/or irregular boundaries.**
- **The annexation is to fulfill the city's Regional Housing Needs Allocation (RHNA) obligation which otherwise cannot be accommodated on lands currently within the city's incorporated boundary.**
- **The request for annexation is within and consistent with the Dry Creek Preserve Master Plan Annexation Program as adopted by the City.**
- ~~▪ The request for annexation is for an industrial or regional commercial project for which a development application has been made and no significant adverse environmental impact will result that cannot be mitigated or overridden by a necessary public purpose.
Condition(s) assuring the financing or completion of necessary development infrastructure before completion of annexation shall be made a part of the proposal.~~
- The annexation is intended to mitigate or otherwise comply with standards/conditions required by another agency with respect to another development/annexation

Staff also proposes to add the following sentence at the end of Section 2.4 of Article II as follows:

The proposed annexation shall not create an island and shall minimize creation of peninsulas and corridors, or other distortion of boundaries.

**2017 AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
COUNTY OF FRESNO AND CITY OF CLOVIS**

This Amended and Restated Memorandum of Understanding ("MOU") is made and executed this 6th day of June, 2017 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("County") and the City of Clovis, a municipal corporation of the State of California ("City"), with respect to the following Recitals, which are a substantive part of this MOU. County and City are each a "party" to this Agreement and are sometimes collectively referred to as "the parties" to this Agreement.

RECITALS

A. On August 21, 1990, the parties entered into a comprehensive agreement covering development, annexations, sales taxes, property taxes, and other matters, commonly referred to as the County/Clovis MOU or Tax Sharing Agreement ("1990 MOU"). The 1990 MOU also included provisions relating to redevelopment and included as a party the former Clovis Community Development Agency. In 2011, the State adopted comprehensive legislation (ABx1 26) dissolving California redevelopment agencies and prohibiting further redevelopment activities under the California Community Redevelopment Law (former Health and Safety Code §§ 33000 et seq.)

B. On June 25, 2002, the parties entered a First Amendment to the 1990 MOU, which made substantive changes to the 1990 MOU.

C. The parties entered into additional amendments and side agreements to the 1990 MOU to address patterns of urban development and specific sphere of influence changes and annexations as follows:

- May 20, 1997, side agreement to address an annexation near Ashlan/Locan Avenues (hereafter "1997 Side Agreement"); and
- June 24, 2002, side letter agreement to address the City's waste water plant (hereafter "2002 Side Letter Agreement"); and
- June 25, 2002, First Amendment to address new growth and special study areas, reciprocal collection of County and City development fees, sales tax equivalent provisions for new

1 growth areas, and alternative standards for annexation to facilitate industrial and regional
2 commercial development projects (hereafter "First Amendment to 1990 MOU"); and

- 3 • November 8, 2005, Second Amendment to address the annexation of Harlan Ranch and
4 the Locan/Nees Avenue area (hereafter "Second Amendment to 1990 MOU"); and
- 5 • March 14, 2012, Third Amendment to address an annexation into the Dry Creek preserve
6 (hereafter "Third Amendment to 1990 MOU"); and
- 7 • December 9, 2014, Fourth Amendment to expand the City's sphere of influence (hereafter
8 "Fourth Amendment to 1990 MOU").
- 9 • Collectively, the 1990 MOU, the 1997 Side Agreement, the 2002 Side Letter Agreement,
10 the First Amendment to 1990 MOU, the Second Amendment to 1990 MOU, the Third
11 Amendment to 1990 MOU, and the Fourth Amendment to 1990 MOU are hereafter
12 referred to as the "1990 MOU, as amended".

13 D. The 1990 MOU, as amended, contains some provisions that are no longer applicable to the
14 parties and the 1990 MOU, as amended is set to expire June 24, 2017. The parties desire to make
15 additional changes to their comprehensive agreement set forth in the 1990 MOU, as amended, and to
16 extend the term of their comprehensive agreement for an additional 10 years with an option for one 5 year
17 extension.

18 E. Due to the age of the 1990 MOU, as amended, the number of amendments, and a desire to
19 make additional changes, the parties determined that it is in their best interests to enter into this new
20 Restated and Amended MOU, which will replace the 1990 MOU, as amended.

21 F. The restated purposes for this MOU, as set forth in the 1990 MOU, as amended are as
22 follows:

23 1. County and City wish to work together to develop a fair and equitable approach to
24 tax sharing and encourage sound economic growth.

25 2. In order to encourage economic development and environmentally sound land use
26 planning, it is important that any tax sharing among County and City be determined in advance and that
27 such arrangements not be fiscally detrimental to either County or City.

1 3. County and City recognize the importance of County and City services and are
2 prepared to cooperate in an effort to address County's and City's fiscal problems.

3 4. Through annexation and appropriate development, City provides the opportunity
4 for economic growth and development to support public services for City and County.

5 5. Close cooperation between County and City is necessary to maintain the quality of
6 life throughout Fresno County and deliver needed services in the most cost efficient manner to all City
7 and County residents.

8 6. County recognizes the need for orderly growth within and adjacent to City and for
9 supporting appropriate annexations and promoting the concentration of development within City. In that
10 regard, County General Plan Goal LU-G, provides that County will direct urban growth and development
11 within the City spheres of influence to existing incorporated cities and will ensure that all development in
12 City fringe areas is well planned and adequately served by necessary public facilities and infrastructure
13 and further Countywide economic development goals.

14 7. Annexation which results in the development of urban uses in response to a clearly
15 demonstrated community demand is appropriate; and well planned and fiscally sound development can
16 be a valuable tool in the physical and economic development of City and County.

17 8. City recognizes that development within City limits may also have the effect of
18 concentrating revenue generating activities within City rather than in unincorporated areas.

19 9. The parties recognize that when urban growth and development is directed to cities
20 there is a lost opportunity of development by County in the unincorporated area and the sharing of the
21 local sales and use taxes generated by such development would serve as a tool for the County to participate
22 in receiving a share of that new revenue.

23 10. It is the interest of the parties to require all new urban development to pay a roughly
24 proportionate share of the cost of urban services and infrastructure created by that development, whether
25 it occurs in the City or in the adjacent unincorporated area of the City's sphere of influence.

26 11. The parties recognize the need to cooperate to pursue common goals of economic
27 development for citizens of the County and City.

28 G. The purpose for the 1990 MOU, as amended, as set forth above remain, and the parties

1 desire to address the fiscal, economic development, and service needs mentioned above.

2 H. Nothing in this MOU is intended to change the underlying property and sales tax sharing
3 formulas set forth in the 1990 MOU, as amended, and restated herein.

4 NOW, THEREFORE, County and City hereby agree as follows:

5 **ARTICLE I**
6 **DEFINITIONS**

7 Unless the particular provision or context otherwise requires, the definitions contained in this
8 article and in the Revenue and Taxation Code shall govern the construction, meaning, and application of
9 words used in this MOU.

10 1.1. "Base property tax revenues" means property tax revenues allocated by tax rate equivalents
11 to all taxing jurisdictions as to the geographic area comprising a given tax rate area annexed in the fiscal
12 year immediately preceding the tax year in which property tax revenues are apportioned pursuant to this
13 MOU, including the amount of State reimbursement for the homeowners' and business inventory
14 exemptions.

15 1.2. "Property tax increment" means revenue from the annual tax increment, as "annual tax
16 increment" is defined in Section 98 of the Revenue and Taxation Code, attributable to the tax rate area for
17 the respective tax year.

18 1.3. "Substantial development" or "substantially developed" means real property which, prior
19 to annexation, has an improvement value to land value ratio equal to or greater than 1.25:1, as of the lien
20 date in the fiscal year in which the annexation becomes effective.

21 1.4. "Property tax revenue" means base property tax revenue, plus the property tax increment
22 for a given tax rate area.

23 1.5. "Tax apportionment ratio" means the tax apportionment ratio of the parties for a given
24 fiscal year and shall be ascertained by dividing the amount determined for each party pursuant to Revenue
25 and Taxation Code Sections 96(a) or 97(a), whichever is applicable, by that party's gross assessed value,
26 and by then dividing the sum of the resulting tax rate equivalents of both parties into each party's tax rate
27 equivalent to produce the tax apportionment ratio.

28 1.6. "Tax rate equivalent" means the factor derived for an agency by dividing the property tax

1 levy for the prior fiscal year computed pursuant to Section 97 of the Revenue and Taxation Code by the
2 gross assessed value of the agency for the prior fiscal year.

3 1.7. "Urban development" or "urban type development" means development not allowed in
4 areas designated Agriculture, Rural Residential or River Influence in County's General Plan or its
5 applicable community plans as of the Effective Date of this MOU.

6 ARTICLE II

7 ANNEXATIONS BY CITY

8 2.1. Any annexations undertaken by City following the date of the execution of this MOU shall
9 be consistent with both the terms of this MOU and the standards (hereinafter "The Standards" or
10 "Standards") as set forth in Exhibit 1. This MOU shall not apply to annexations proposed by City which
11 are not in compliance with its terms or which fail to meet The Standards. If a proposed annexation is not
12 in compliance with the terms of this MOU, including, but not limited to, The Standards, then no property
13 tax exchange agreement, as required by Revenue and Taxation Code Section 99, shall exist in regards to
14 that proposed annexation. Any such non-complying annexation shall be handled individually through
15 separate negotiations between City and County.

16 2.2. In order to encourage the orderly processing of proposed annexations, City shall, at least
17 thirty (30) days prior to filing any annexation proposal with the Fresno County Local Agency Formation
18 Commission (hereinafter "LAFCo"), notify County of its intention to file such proposal and the date upon
19 which City expects such proposal to be filed. Upon County's request, City agrees to meet with County to
20 review whether its proposed annexation complies with The Standards. Within fifteen (15) days after the
21 date County receives notice by City of its annexation proposal, County shall notify City in writing if it has
22 determined that the proposed annexation is inconsistent with The Standards. Upon receipt of such
23 notification, City may either modify the proposal to County's specifications or adopt a resolution finding
24 that the proposed annexation is, in City's determination, consistent with The Standards.

25 2.3. If City adopts a resolution making the findings described in Section 2.2, then County may
26 challenge such findings by appropriate court action filed within thirty (30) days of receipt of written notice
27 of the adoption of City's resolution. The court shall independently review the evidence and determine
28 whether the proposed annexation is consistent with The Standards.

1 As an alternative to a judicial challenge by the County, the parties may within the aforesaid thirty
2 (30) day period mutually agree in writing to arbitrate their dispute through proceedings conducted in
3 accordance with the rules established by the American Arbitration Association. The parties upon agreeing
4 to arbitrate will proceed with arbitration in a timely manner. The arbitrator hearing the matter shall
5 independently review the evidence and determine whether the proposed annexation is consistent with The
6 Standards.

7 Costs incurred by the prevailing party, either in court proceedings or arbitration, shall be paid by
8 the non-prevailing party. The parties agree that the City shall not proceed to LAFCo with the proposed
9 annexation until the dispute is finally resolved either by court or arbitration proceedings. If City attempts
10 to proceed with such proposed annexation prior to the expiration of the period in which County may file
11 its court action or agree to arbitrate, or prior to the final conclusion of such court or arbitration proceedings,
12 then this memorandum shall immediately terminate as to such annexation and in particular no property
13 tax exchange agreement, as required by section 99 of the Revenue and Taxation Code, shall exist between
14 City and County as to that proposed annexation.

15 Notwithstanding the foregoing, the City may proceed to LAFCo under this MOU if court or
16 arbitration proceedings are not completed within thirty (30) days after the filing thereof provided,
17 however, that LAFCo in its resolution of approval, at the request of the City, conditions the completion
18 of the annexation upon the Executive Officer's prior receipt of a certified copy of the document evidencing
19 the finality of the aforesaid court or arbitration proceedings determining that the proposed annexation is
20 consistent with **Exhibit 1**, or alternatively, receipt of a written stipulation of the City and County agreeing
21 that a master property tax agreement still exists permitting the completion of such proposed annexation.
22 If LAFCo declines to include the aforesaid condition in its approval, or City fails to timely request such
23 condition, no property tax exchange agreement as required by Section 99 of the Revenue and Taxation
24 Code shall exist between City and County as to that proposed annexation. If City nevertheless attempts
25 to proceed with the annexation, such action on the part of the City shall also be deemed good cause for
26 the County at its option to terminate this MOU in its entirety.

27 2.4. For the purpose of promoting economic development and job creation, an Alternate
28 Standard for Annexation for industrial or regional commercial uses is hereby created. In the place of the

Standards for Annexation set forth in **Exhibit 1**, the Alternate Standard for Annexation shall apply to and govern the review of annexation proposals for industrial or regional commercial uses. Annexation proposals for industrial/regional commercial uses shall include a conceptual development plan, as described herein. The conceptual development plan shall consist of the economic objectives to be achieved, the service and financing strategy and its schedule, and shall include a map of the proposed rezoning. The conceptual development plan's schedule shall include milestones for major project components to measure the progress of the project. Due to the complexity of such projects the development schedule for planning and implementation may reasonably require a period of from five to ten years. The annexation proposal shall be submitted to and reviewed by the County pursuant to Section 2.2. Annexation proposals that comply with the criteria of this Section 2.4 shall be deemed to comply with Section 2.1. The annexation application to be submitted to LAFCo shall be considered complete upon adoption of the rezoning by the City. County and City agree to meet annually to review the progress toward the achievement of the economic development objectives and to identify ways to promote mutual economic development objectives.

2.4.1. Section 2.4 shall be deemed suspended if City rezones an area that was annexed using the Alternate Standard for Annexation to a zone other than Industrial/Regional Commercial without County's consent.

2.5. The following conditions shall apply to the 830-acre Dry Creek Preserve area as shown on **Exhibit 2**.

2.5.1. Prior to approving any Master Plan development standards for the Dry Creek Preserve area, City shall notify and invite County to participate in development of the scope for the Master Plan. After meaningful consultation and taking into consideration County's comments, City may approve the Master Plan. City shall provide draft Master Plan documents to County as part of any environmental review process and in no event less than 30 days prior to City's first public hearing to consider adoption of the Master Plan.

2.5.2. Prior to annexations proposed in the Dry Creek Preserve, City shall demonstrate that it has sufficient capacity to provide urban services to the annexation project area and areas within 1/8 mile of the site in accordance with the Clovis General Plan, Dry Creek Preserve Master Plan, and City

1 adopted master service delivery plans. Clovis commits to studying urban service delivery (at a minimum
2 provision of potable water and collection and treatment of wastewater) to the entire Dry Creek Preserve
3 in the context of its Master Plan Updates and Planning Program.

4 2.5.3. City shall demonstrate that City's impact fee structure includes, at a minimum, fees
5 for signalization of the following intersections: Sunnyside and Shepherd, Fowler and Shepherd, Teague
6 and Fowler, Nees and Fowler, Sunnyside and Teague, and Armstrong and Nees.

7 2.5.4. As part of any proposed annexation, City shall require a Traffic Report signal
8 warrant study of the intersections listed above to determine if the proposed annexation at build out would
9 result in any of the six intersections meeting signalization warrants. If so, City shall require the developer
10 to provide said signalization as part of the conditions of approval for the development. County shall assist
11 City in the analysis of the project traffic analysis and traffic signal warrant studies for this area.

12 2.5.5. City agrees that following annexation and upon request from the Director of the
13 County's Public Works and Planning Department, City shall conduct specific traffic enforcement
14 activities for Fowler Avenue between Shepherd and Nees Avenues, Teague Avenue between Fowler and
15 Armstrong Avenues, and Armstrong Avenue between Nees and Teague Avenues within the confines of
16 the Dry Creek Preserve area.

17 2.5.6. If intersection safety lighting or additional regulatory or warning signage
18 improvements are determined to be warranted by the County following a study for Fowler Avenue
19 between Shepherd and Nees Avenues, Teague Avenue between Fowler and Armstrong Avenues, and
20 Armstrong Avenue between Nees and Teague Avenues, City shall provide for the installation of the
21 identified facilities at City's expense within 90 days of request by the County.

22 2.5.7. When development activity requires the construction of municipal utilities in
23 County road rights-of way, City shall obtain an encroachment permit that will, in part, obligate City to
24 timely maintenance of the roadway at City expense for any repairs created by or related to City-installed
25 improvements.

26 2.5.8. City shall provide for the pick-up and removal of illicitly dumped trash and debris
27 within the public road rights-of-way of Fowler Avenue between Shepherd and Nees, Teague Avenue
28 between Fowler and Armstrong Avenues, and Armstrong Avenue between Nees and Teague Avenues on

1 an as needed basis or as requested by the County.

2 2.5.9. All storm drainage generated by the proposed annexation and all existing drainage
3 patterns shall be accommodated by existing or project-installed Master Planned Storm Drainage
4 infrastructure and shall not contribute to the surface flows or ponding within the unincorporated areas. All
5 new storm drainage shall conform with the Fresno Metropolitan Flood Control District's Master plan for
6 this area.

7 2.5.10. City shall provide street sweeping on Armstrong Avenue between Teague and Nees
8 Avenues; on Teague Avenue between Fowler and Armstrong Avenues; and on Fowler Avenue between
9 Shepherd and Nees Avenues, on an as needed basis or as requested by the County.

10 ARTICLE III

11 EXCHANGE OF PROPERTY TAX REVENUES TO BE MADE UNDER

12 SECTION 99 OF THE REVENUE AND TAXATION CODE

13 3.1. The property tax revenues collected in relation to annexations covered by the terms of this
14 MOU shall be apportioned between City and County as set forth in sections 3.2 and 3.3 below. The parties
15 acknowledge that, pursuant to Sections 54902, 54902.1 and 54903 of the Government Code and Sections
16 97 and 99 of the Revenue and Taxation Code, the distribution of such property tax revenues will not be
17 effective until the revenues are collected in the tax year following the calendar year in which the statement
18 of boundary changes and the map or plat is filed with the County Assessor and the State Board of
19 Equalization.

20 3.2. In regards to the annexation of real properties which are not considered substantially
21 developed at the time of annexation, County will retain all of its base property tax revenue upon
22 annexation. The amount of the property tax increment for special districts whose services are assumed by
23 City shall be combined with the property tax increment of the County, the sum of which shall be allocated
24 between City and County pursuant to the following ratio:

25 County: 63%

26 City: 37%

27 3.3. In regards to the annexation of real properties which are considered substantially developed
28 at the time of annexation, property tax revenue (base plus increment) will be reallocated as follows: a

1 detaching or dissolving district's property tax revenue (base plus increment) shall be combined with
2 County's and the sum of which shall be allocated between City and County pursuant to the ratio set forth
3 in section 3.2.

4 **ARTICLE IIIA**

5 **ANNEXATIONS THAT DO NOT RESULT IN URBAN DEVELOPMENT**

6 County and City have expressed concern with the effect of property being annexed into City for
7 the purposes of urban development but being utilized for new non-urban uses. To address these concerns,
8 County and City agree to the following:

9 3A.1. City shall develop and implement policies and procedures, including amendments to its
10 General Plan, Specific Plans and zoning ordinances, as City deems appropriate, to ensure that property
11 planned for urban development and annexed into the City based upon that premise pursuant to the terms
12 of this MOU, shall not be developed with new non-urban type development.

13 3A.2. With regards to property annexed into City for the purposes of urban development, if the
14 entitlements for urban development expire and the land remains undeveloped without new urban type
15 development entitlements for a period of 365 days, or if the property is subsequently used for new non-
16 urban development uses (those not previously in active use at the time of annexation) regardless of the
17 expiration of entitlements, City agrees to do the following:

18 Pay County the Cash Equivalent of 150% of the City's incremental allocation of the Countywide
19 one-percent (1%) property tax rate that City collects from the annexation area subject to this
20 Section until said properties receive new entitlements for urban development or are developed with
21 urban type development, whichever occurs first. The first payment of Cash Equivalent shall be
22 due and payable ninety (90) days after 365 days following the expiration of the City issued
23 entitlements or (90) days after the annexed property is developed with new non-urban
24 development, whichever occurs first.

25 3A.3. The Cash Equivalent payment shall only be due on those portions of the annexation that
26 meet the requirements of Subsection 3A.2.

27 3A.4. Nothing in this Section shall prevent City from including in its policies and procedures a
28 requirement that the property owner and developer be responsible to City for the Cash Equivalent.

ARTICLE IV
DEVELOPMENT WITHIN, ADJACENT TO AND NEAR
CITY'S SPHERE OF INFLUENCE

4.1. Development within City's sphere of influence.

4.1.1. Within one half (1/2) mile of City's boundary as set forth in Exhibit 3, County shall not approve any discretionary development permit for new urban development within the City's sphere of influence unless that development shall have first been referred to City for consideration of possible annexation. If City does not, within sixty (60) days of receipt of notice from County, adopt a resolution of application to initiate annexation proceedings before LAFCo, County may approve development permits for that new urban development. County's approval shall take into consideration City's general plan and be consistent with County's general plan policies, provided that the development is orderly and does not result in the premature conversion of agricultural lands.

4.1.2. Within the City's sphere of influence, County shall require compliance with development standards that are comparable to City's and charge fees reflecting the increased administrative and implementing cost where such City standards are more stringent than County's. These requirements shall apply to discretionary development applications approved by County. For purposes of this Agreement, "discretionary development applications" shall mean General Plan Amendments, Rezoning, Tentative Tract Maps, Tentative Parcel Maps, Conditional Use Permits, Director Review and Approvals, and Variances.

4.1.3. City development fees shall be charged for any discretionary development applications to be approved by the County within City's sphere of influence. To establish or amend City development fees, City shall conduct a public hearing and notify property owners in accordance with State Law. At the conclusion of that hearing, City shall adopt a resolution describing the type, amount, and purpose of City fees to be requested for County adoption.

4.1.4. City shall transmit the adopted resolution to the County for its adoption of the fees. City shall include a draft ordinance for County's adoption with appropriate supporting documentation or findings by the City demonstrating that the fees comply with Section 66000 of the Government Code and other applicable State Law requirements. City fees may also include City's and County's increased

1 administrative costs and inspection charges.

2 4.1.5. County shall collect the applicable City development fees for infrastructure and
3 facilities at the time of final map approval or issuance of building permits as established by the fee
4 schedule. Or, County shall require the applicant to present a voucher issued by City evidencing the
5 payment of the fees directly to City, or written confirmation by City that fees are inapplicable. If County
6 imposes and collects fees on behalf of City, County shall transfer the fees to City at the earliest time legally
7 permitted.

8 4.1.6. City shall give County at least thirty (30) days notice before implementing any new
9 fees or an amendment to existing fees. Notwithstanding this Section 4.1.6, or any other provision of this
10 MOU, City shall be solely responsible for determining the amount of the fees and setting them in
11 accordance with law. This Section 4.1.6 shall not be construed as a representation by County as to the
12 propriety of the fees or the procedures used in setting them.

13 4.1.7. City shall hold harmless, defend and indemnify the County from all claims,
14 demands, litigation of any kind whatsoever arising from disputes relating to the fees, the enactment of the
15 fees or the collection of fees.

16 4.2. Development adjacent to and near City's sphere of influence.

17 4.2.1. Within the City's sphere of influence and the area beyond that sphere of influence,
18 as shown in Exhibit 3, County and City agree to the following prior to adopting any general plan
19 amendment allowing new urban development or approving a discretionary development permit for new
20 urban development:

21 A. With respect to general plan amendments, County shall notify City staff of the
22 proposed general plan amendment, and consult with the City at a staff level in such fashion as to provide
23 meaningful participation in County staff's analysis of the proposed general plan amendment, and shall
24 likewise consult on other policy changes which may have an impact on growth or the provision of urban
25 services. In this regard, City shall be given the opportunity to respond to County staff before the proposed
26 general plan amendment is prepared for presentation to County's Planning Commission. Such
27 consultation shall include County's solicitation of comments from City in the preparation of any Initial
28 Study required by the California Environmental Quality Act undertaken as part of County staff's analysis

1 of the proposed general plan amendment. If City determines that urban development which could occur
2 as a result of the proposed general plan amendment may have a significant effect on the environment,
3 County shall require an EIR to be prepared if a fair argument, based on substantial evidence in the record
4 before the County, can be made in support of the City's finding.

5 B. With respect to discretionary development permits for new urban development,
6 County shall notify City staff of the proposed discretionary development permit, and consult with the City
7 at a staff level in such fashion as to provide meaningful participation in County staff's analysis of the
8 proposed discretionary development permit and consult with City over the potential effects on City
9 services of the proposed development, consistency with City's general plan, and the potential for an
10 expansion of the City's sphere of influence to include the proposed development. Consultation shall
11 commence not less than sixty (60) days prior to the first scheduled action to consider the discretionary
12 permit, and before the completion of environmental studies. After meaningful consultation and taking
13 into consideration City's general plan, County may approve development permits for that new urban
14 development that is consistent with County's general plan policies, provided that the development is
15 orderly and does not result in the premature conversion of agricultural lands.

16 4.2.2. County shall support urban unification. To this end, County shall oppose the
17 creation of new governmental entities within City's sphere of influence, or within one-half (1/2) mile
18 thereof, except for such entities that may be necessary to address service requirements that cannot be
19 addressed by annexation to City. City and County will support transition agreements with current service
20 providers which recognize the primary role of cities as providers of urban services within urban areas and
21 where current service providers of urban services have participated in service master planning.

22 4.3. County development fees.

23 4.3.1. If County adopts County-wide capital facilities fees, City shall require that an
24 applicant for any land use entitlement or permit within City pay all County public facilities fees applicable
25 to the entitlement or permit on behalf of County.

26 4.3.2. At County's request, City shall either timely impose or collect all such fees or shall
27 require the applicant to present a voucher issued by County evidencing the payment of the fees directly to
28 County or written confirmation by County that fees are inapplicable.

4.3.3. If adopted by County, the fees are to mitigate the impact of development on required County facilities and services including, but not limited to, the criminal justice system, health, social services, parks, transportation and library. If City imposes and collects fees on behalf of County, City shall transfer the fees to County at the earliest time legally permitted. County's fees may also include City's and County's increased costs required for their administration.

4.3.4. County shall give City at least thirty (30) days notice before implementing any new fees or an amendment to existing fees. Notwithstanding this Section 4.3.4, or any other provision of this MOU, County shall be solely responsible for determining the amount of the fees and setting them in accordance with law. This Section 4.3.4 shall not be construed as a representation by City as to the propriety of the fees or the procedures used in setting them.

4.3.5. If County proposes non-County-wide fees dedicated for localized improvements or quality of life issues, City is willing to consider such fee proposals.

4.3.6. County shall hold harmless, defend and indemnify the City from all claims, demands, litigation of any kind whatsoever arising from disputes relating to the fees, the enactment of the fees or the collection of fees.

4.4. Special Study Area.

4.4.1. The area generally bounded by Tollhouse Road (State Route 168) to the north, east of DeWolf Avenue, generally north of the Nees Avenue alignment on the southern boundary, and approximately halfway between McCall and DelRey Avenues to the east as shown in Exhibit 4, shall be the subject of a special study area by City and County. City and County agree to discuss further planning and development of the special study area, primarily for job generating uses. Development of the special study area shall require an amendment to this MOU.

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ARTICLE V

IMPLEMENTATION OF SALES TAX

REVENUE COLLECTION

1 5.1. Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law, Part 1.5, Division
2 2, of the Revenue and Taxation Code (commencing with Section 7200), City consistent with the 1990
3 MOU, amended its local sales and use tax ordinance, first operative as of October 1, 1990, to provide
4 County with an equivalent sales tax revenue sharing proportion. After periodic reallocations, the County's
5 proportion is currently set at five percent (5%) of the City's one percent (1%) sales and use tax revenues
6 City receives from the Statewide sales tax generated within the incorporated areas of the City. The precise
7 amount is reflected in Clovis Municipal Code, § 3.3.310, with the City receiving .950% and the County
8 receiving .050%. The City's local sales and use tax ordinance is on file with the State Board of
9 Equalization ("SBE").

10 5.2. The City's sales and use tax ordinance enables the County, pursuant to its sales and use tax
11 ordinance, to collect from the SBE that percentage portion of the sales and use tax revenues generated
12 within the incorporated areas of City set forth in Section 5.1.

13 5.3. Whenever City proposes an annexation of unincorporated territory which generates
14 substantial sales tax revenue for County, City agrees to further amend its local sales and use tax ordinance
15 as set forth in this section. This additional amendment shall become operative no later than the
16 commencement of the next calendar quarter following the date upon which such annexation is certified as
17 complete by the Executive Officer of LAFCo. This additional amendment shall decrease City's sales tax
18 rate to yield an amount equal to the amount of substantial sales tax revenue being collected by County in
19 the area to be annexed, thus enabling County to increase its sales tax rate by a corresponding percentage,
20 which shall continue to accrue to County throughout the term of this MOU. Any such additional
21 amendment made by City pursuant to this section shall likewise preserve intact the existing percentage
22 share set forth in Section 5.1. Further, City agrees that it shall not split or separate areas into smaller
23 annexations for the purpose of, or having the effect of, creating an annexation or annexations which,
24 individually, do not generate substantial sales tax revenue, but which would generate such revenue if
25 combined. For purposes of this Article, the term "substantial sales tax revenue" shall be defined as sales
26 tax revenue derived from taxable sales in the area annexed equal to at least:

27 5.3.1. If only information, for less than one fiscal year exists, then \$100,000 in taxable
28 sales in the most recent quarter for which such information from the State Board of Equalization is

1 available in writing or electronic media, and projected to a full four quarters, at least \$400,000 in taxable
2 sales.

3 5.3.2. If information for one or more years exists, then \$400,000 in taxable sales in the
4 most recent year for which such information from the State Board of Equalization is available in writing
5 or electronic media.

6 5.4. If City fails to amend its sales tax ordinance upon the annexation of unincorporated
7 territory which generates substantial sales tax revenue for County as provided in section 5.3, or if City
8 splits or separates areas into smaller areas as prohibited by section 5.3, then this MOU shall immediately
9 terminate and, in particular, no property tax exchange agreement, as required by Section 99 of the Revenue
10 and Taxation Code, shall exist between City and County.

11 5.5. City and County further agree that the annual report of the State Board of Equalization and
12 the Department of Finance Annual Population Estimates shall be used as the data source for the purpose
13 of calculating the per capita sales tax revenue pursuant to this MOU.

14 5.6. The provisions of Section 5.1 shall continue in effect during the entire term of this MOU
15 at the current 5% level. The sharing of sales and use tax revenues shall include only those amounts
16 collected pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, and not any amounts
17 collected as the result of any voter approved override to the local allocation to City. The provisions of
18 Section 5.1, allowing the County to collect a portion of sales and use tax revenues generated within the
19 incorporated area of City, shall continue to apply to all incorporated areas of City, regardless of the time
20 of annexation.

21 5.7. In addition to local sales and use tax sharing pursuant to Sections 5.1 through 5.6 of this
22 Article, City shall share with and pay County the cash equivalent of an additional percentage of City's
23 portion of local sales and use taxes generated, as set forth in Section 5.8 (hereinafter "Cash Equivalent").
24 The sharing and payment of the cash equivalent of sales and use tax revenues shall include only those
25 equivalent amounts collected pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, and
26 not any amounts collected as the result of any voter approved override to the local allocation to City. Such
27 Cash Equivalent payment shall represent only such local sales and use tax as shall be collected within City
28 limits within the Expanded Sphere of Influence, as shown on **Exhibit 5** (hereinafter "Expanded Area").

1 No Cash Equivalent payment shall be required for that area shown as the 1983 Sphere of Influence in
2 **Exhibit 5.** Cash Equivalent payments shall be made by City warrant to County. Such payments shall not
3 be made by distribution by the SBE from sales and use tax collected, but shall be paid separately by City
4 to County in an amount equal to the percentage set forth in Section 5.8.

5 5.8. The Cash Equivalent shall be three percent (3%) of City's portion of local sales and use tax
6 collection in City by the SBE.

7 5.9. The first payment of Cash Equivalent shall be due and payable ninety (90) days after the first
8 quarter in which the final SBE data becomes available to City showing collection by City of sales and use
9 tax revenue within the incorporated areas of the City annexed from the Expanded Area. Within one
10 hundred eighty (180) days after each payment is made, City shall provide supporting documentation,
11 including situs reports, on the calculation of the first payments. The requirements of this section shall
12 apply to each of the first four quarterly payments made based on actual data available.

13 5.10. After the first four quarterly payments of the first year provided under section 5.9, City shall
14 make quarterly payments based on estimates of the Cash Equivalent using the applicable percentage rate
15 provided in Section 5.8 (hereinafter "Estimated. Payment"). The Estimated Payment shall be computed
16 and paid quarterly by City to County at the end of each calendar quarter based on the most recent SBE
17 data available, no later than 30 calendar days from the end of the quarter the sales and use tax revenue is
18 collected by City, each quarter ending as follows: March 31, June 30, September 30, and December 31.
19 Within 180 days after each quarter for which an Estimated Payment is made, City shall provide supporting
20 documentation, including situs reports, on the calculation of the amount of each Estimated Payment, as
21 well as the actual amount of the Cash Equivalent based upon final data for the applicable quarter. If an
22 Estimated Payment is less than the actual amount, City shall pay such difference to the County within 30
23 days of such calculation, but no later than 180 days after the subject quarter. If an Estimated Payment is
24 in excess of the actual amount, such excess shall be deducted from the Estimated Payment for the
25 subsequent calendar quarter. To the extent permitted or required by law, all supporting documentation
26 provided by City regarding the sources of local sales and use tax revenue to County shall be deemed
27 confidential and not made public. This restriction shall not apply to aggregate information regarding totals
28 of revenue from the entire area.

1 5.11. Payments will be considered delinquent if City fails to make payments of Cash Equivalent
2 within 30 days of the quarterly payment dates listed in Section 5.10. If one or more payments become
3 delinquent, County shall notify City of such deficiency specifying the dates said payments were due. If
4 City does not make current all past due payments within 30 calendar days of said notice, County will
5 notify City of its intent to terminate the property tax exchange agreement for the Expanded Area within
6 30 calendar days of the date of the notice if full payment is not received. If City fails to make payment
7 during the time provided by the termination notice, no property tax exchange agreement, as required by
8 Section 99 of the Revenue and Taxation Code, shall exist between City and County for the Expanded
9 Area.

10 ARTICLE VI

11 MANAGED GROWTH URBAN CENTERS

12 6.1. City agrees to manage growth and development in the new urban centers in the following
13 manner. City agrees not to proceed with development in City's Northwest Urban Center as depicted in
14 **Exhibit 6**, until 60% of the developable area in the Southeast Urban Center ("Loma Vista") as depicted
15 in **Exhibit 6** is committed to development. Such limitation shall not apply to public facilities to be located
16 in the Northwest Urban Center. For purposes of this section, "committed to development" shall mean a
17 parcel that is constructed upon, has an approved Tentative Tract Map, or has an approved Site Plan Review
18 and is either annexed to the City or the City has a pending application of annexation before LAFCo.
19 "Committed to development" shall also mean a parcel on which development activity has occurred under
20 jurisdiction of the County including 2.5 acre or smaller parcels with a developed single family residence.
21 For purposes of this section "developable area" shall mean all land designated for use as follows: very
22 low, low, medium, medium high, and high density residential; commercial; office; mixed use;
23 industrial/employment center; or village center all as designated on the Clovis General Plan. Special
24 studies or amendments to the City general plan for specific plans for the Northwest Urban Center
25 conducted in advance of reaching the 60% development limitation in Southeast Urban Center shall not be
26 considered a violation of this section.

27 ARTICLE VII

28 COUNTY AND CITY ASSURANCES ON USE OF REVENUE

7.1 County recognizes that certain revenue reallocated to it by this MOU would otherwise have been appropriated by City to meet demands for services. Therefore, County agrees to use this new revenue in order to maintain levels of County services that are supportive of City services, unless the federal or state governments materially reduce the level of funding for such services. Examples of such County services include: criminal justice system, public health, and other similar services. This section shall not be construed as establishing minimum levels of County services that are supportive of City services.

7.2 City agrees to continue enforcement of laws which result in the collection of fines and forfeitures.

ARTICLE VIIA

ADMINISTRATIVE PROCESSING FEE

7.3 City agrees to pay to County, as additional consideration for entering into this MOU, a one-time fee of \$75,000. Payment shall be made within 60 days of the Effective Date of this MOU. This fee is to cover County's costs of developing, administering, and implementing this MOU throughout its term.

ARTICLE VIII

COOPERATIVE EFFORTS AT LEGISLATIVE REFORM

8.1 City and County agree to work jointly for state legislation and appropriations that would improve the fiscal condition of City and County.

ARTICLE IX

TERM OF MOU AND TERMINATION

9.1. Term of MOU.

This MOU shall commence as of the date of execution by County and City and shall remain in effect through June 30, 2027 ("Initial Term"). This MOU shall be automatically extended for one additional five (5) year period, through June 30, 2032 ("Extension Term"), unless either party provides written notice not less than one hundred eighty (180) days prior to expiration of the Initial Term, of its desire to not extend this MOU. This MOU may also be terminated at any time by mutual agreement of the parties.

9.2. Termination.

Should all or any portion of this MOU be declared invalid or inoperative by a court of competent

1 jurisdiction, or should any party to this MOU fail to perform any of its obligations hereunder, or should
2 any party to this MOU take any action to frustrate the intentions of the parties as expressed in this MOU,
3 then in such event, this entire MOU, as well as any ancillary documents entered into by the parties in order
4 to fulfill the intent of this MOU, shall immediately be of no force and effect and, in particular no property
5 tax exchange agreement, as required by Section 99 of the Revenue and Taxation Code, shall exist between
6 the City and County as to unincorporated property, and City shall not be required to further amend its
7 sales tax ordinance.

8 9.3. Renegotiation Following Court Action.

9 If this Agreement is terminated by reason of court action, the parties agree to negotiate in good
10 faith to achieve new agreement consistent with fundamental objectives of this MOU.

11 9.4. Penalty for County's Arbitrary Termination.

12 Other than termination for a reason specified in this MOU, if the County terminates this Agreement
13 arbitrarily and without good cause, the City shall be entitled to increase its sales tax by one-half of one
14 percent (.005) above its tax in place at the time of County's breach, beginning the next calendar quarter
15 following the expiration of thirty (30) days written notice of breach to County.

16 9.5. Penalty for City's Arbitrary Termination.

17 Other than termination for a reason specified in this Agreement, if the City terminates this
18 Agreement arbitrarily and without good cause, the County shall be entitled to increase its sales tax by one-
19 half of one percent (.005) above its tax in place at the time of City's breach, beginning the next calendar
20 quarter following the expiration of thirty (30) days written notice of breach to City.

21 9.6. Implementation of Penalties.

22 The parties covenant to make necessary changes in their respective sales tax ordinances to
23 effectuate the intent hereof notwithstanding termination of this MOU.

24 9.7. Termination Due to Changes in Law.

25 The purpose of this MOU is to alleviate in part the revenue shortfall experienced by County which
26 may result from City's annexation of revenue-producing or potentially revenue producing properties
27 located within the unincorporated area of County. The purpose of this MOU is also to enable City to
28 proceed with territorial expansion and economic growth consistent with the terms of existing law as

1 mutually understood by the parties as well as to maximize each party's ability to deliver essential
2 governmental services. In entering into this MOU, the parties mutually assume the continuation of the
3 existing statutory scheme for the distribution of available tax revenues to local government and that
4 assumption is a basic tenet of this MOU. Accordingly, it is mutually understood and agreed that this MOU
5 may, by mutual agreement be terminated should changes occur in statutory law, court decisions or state
6 administrative interpretations which negate the basic tenets of this MOU.

7 **9.8. Termination Due to Breach or Default.**

8 Except as provided in Article II, prior to this MOU being terminated for breach or default by City,
9 County shall provide notice to City of such breach, and City shall comply with the terms and conditions
10 of this MOU within thirty (30) days of receipt of notice. If City fails to timely comply, this MOU shall
11 terminate as provided herein. During the thirty (30) day notice period and until City certifies in writing
12 that it is in compliance and County agrees in writing, no property tax exchange agreement, as required by
13 Section 99 of the Revenue and Taxation Code, shall exist between County and City with respect to any
14 pending annexations.

15 In like manner the City shall give County thirty (30) days written notice and opportunity to cure
16 any alleged breach of this MOU on the part of the County.

17 **ARTICLE X**

18 **GENERAL PROVISIONS**

19 **10.1. Exhibits.**

20 Exhibits 1, 2, 3, 4, 5, and 6 are incorporated into and made a part of this MOU.

21 **10.2. Modification.**

22 This MOU and all of the covenants and conditions set forth herein may be modified or amended
23 only by writing a duly authorized and executed by County and City.

24 **10.3. Enforcement.**

25 County and City each acknowledge that this instrument cannot bind or limit themselves or each
26 other or their future governing bodies in the exercise of their discretionary legislative power. However,
27 each binds itself that it will insofar as is legally possible fully carry out the intent and purposes hereof, if
28 necessary by administrative action independent of ordinances, and that this MOU may be enforced by

1 injunction to the extent allowed by law.

2 10.4. Entire MOU; Supersession.

3 With respect to the subject matter hereof, this MOU supersedes any and all previous negotiations,
4 proposals, commitments, writings, and understandings of any nature whatsoever between County and City
5 except as otherwise provided herein. In addition, this MOU supersedes the 1990 MOU, as amended. This
6 MOU does not supersede the "Joint Resolution on Metropolitan Planning" except where that resolution is
7 inconsistent with this MOU; in such a case, this MOU supersedes the resolution.

8 10.5. Notice.

9 All notices, requests, certifications or other correspondence required to be provided by the parties
10 to this MOU shall be in writing and shall be delivered by first class mail or an equal or better form of
11 delivery to the respective parties at the following addresses:

12 COUNTY

13 County Administrative Officer
14 County of Fresno
Hall of Records, Room 300
2281 Tulare Street
Fresno, CA 93721

CITY

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

16 10.6. Most Favored Nation Clause; Renegotiation.


17 If County enters into an MOU with another City that has terms and conditions more favorable in
18 the aggregate to that City than those terms and conditions contained herein, County agrees that it will
19 negotiate such terms and conditions upon written request from City, with the intent of offering a more
20 favorable agreement. Negotiations shall conclude thirty (30) days from the date of receipt of notice by
21 County and, if agreement is tentatively reached during that period, the legislative bodies of the parties
22 shall approve any such amendment within thirty (30) days following the date of the tentative agreement.
23 County and City are not required to reach agreement.

24 10.7. Other Remedies.

25 Except as otherwise provided in this MOU for a breach of its terms and conditions, the parties may
26 enforce this MOU in any other manner authorized by law.

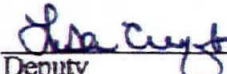
27 IN WITNESS WHEREOF, the parties hereto have executed this MOU in the County of Fresno,
28 State of California, effective on the dates set forth above.

COUNTY OF FRESNO, a Political
Subdivision of the State of California
("County")

By: 
Brian Pacheco, Chairman
Board of Supervisors

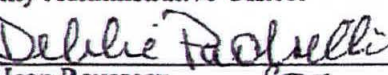
ATTEST:

BERNICE E. SEIDEL
Clerk to the Board of Supervisors

By: 
Deputy


**REVIEWED AND RECOMMENDED
FOR APPROVAL:**

JEAN ROUSSEAU
County Administrative Officer

By: 
Jean Rousseau
County Administrative Officer


APPROVED AS TO LEGAL FORM:

DANIEL CEDERBORG
Fresno County Counsel


By: 
Deputy

**APPROVED AS TO ACCOUNTING
FORM:**

OSCAR J. GARCIA, CPA
Auditor-Controller/Treasurer-Tax Collector

By: 
Deputy

CITY OF CLOVIS, a Municipal
Corporation of the State of California ("City")

By: 
Bob Whalen, Mayor
City of Clovis

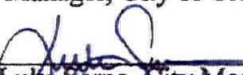
ATTEST:

JOHN HOLT
City Clerk, City of Clovis

By: 
John Holt, City Clerk

**REVIEWED AND RECOMMENDED
FOR APPROVAL:**

LUKE SERPA
City Manager, City of Clovis

By: 
Luke Serpa, City Manager

APPROVED AS TO LEGAL FORM:

DAVID J. WOLFE, City Attorney, City of
Clovis


By: 
David J. Wolfe, City Attorney

EXHIBIT 1

STANDARDS FOR ANNEXATION

- The proposal must be consistent with adopted sphere of influence of the city and not conflict with the goals and policies of the Cortese-Knox-Hertzberg Act.
- The proposal must be consistent with city general and specific plans, including adopted goals and policies.
- Pursuant to CEQA, the proposal must mitigate any significant adverse effect on continuing agricultural operations on adjacent properties, to the extent reasonable and consistent with the applicable general and specific plan.
- A proposal for annexation is acceptable if one of the following conditions exist:
 1. There is existing substantial development provided the City confines its area requested to that area needed to include the substantial development and create logical boundaries.
 2. Development exists that requires urban services which can be provided by the City.
 3. If no development exists, at least 50% of the area proposed for annexation has:
 - (i) Approved tentative subdivision map(s) (S.F. residential)
 - (ii) Approved site plan (for other uses)
- The proposal would not create islands. Boundaries must ultimately minimize creation of peninsulas and corridors, or other distortion of boundaries. For any of the following circumstances a proposal for annexation is presumed to comply with all standards for annexation:
- The request for annexation is by a city for annexation of its own publicly-owned property for public use.
- The request for annexation is by a city in order to facilitate construction of public improvements or public facilities which otherwise could not be constructed.
- The request for annexation is to remove an unincorporated island or substantially surrounded area.
- The request for annexation is for an industrial or regional commercial project for which a development application has been made and no significant adverse environmental impact will result that cannot be mitigated or overridden by a necessary public purpose. Condition(s) assuring the financing or completion of necessary development infrastructure before completion of annexation

LOZANO SMITH
7404 N. Spalding Avenue Fresno, CA 93720-3370
Tel 559-431-5600 Fax 559-261-9366

1 shall be made a part of the proposal.

2 ■ The annexation is intended to mitigate or otherwise comply with standards/conditions required by
3 another agency with respect to another development/annexation.
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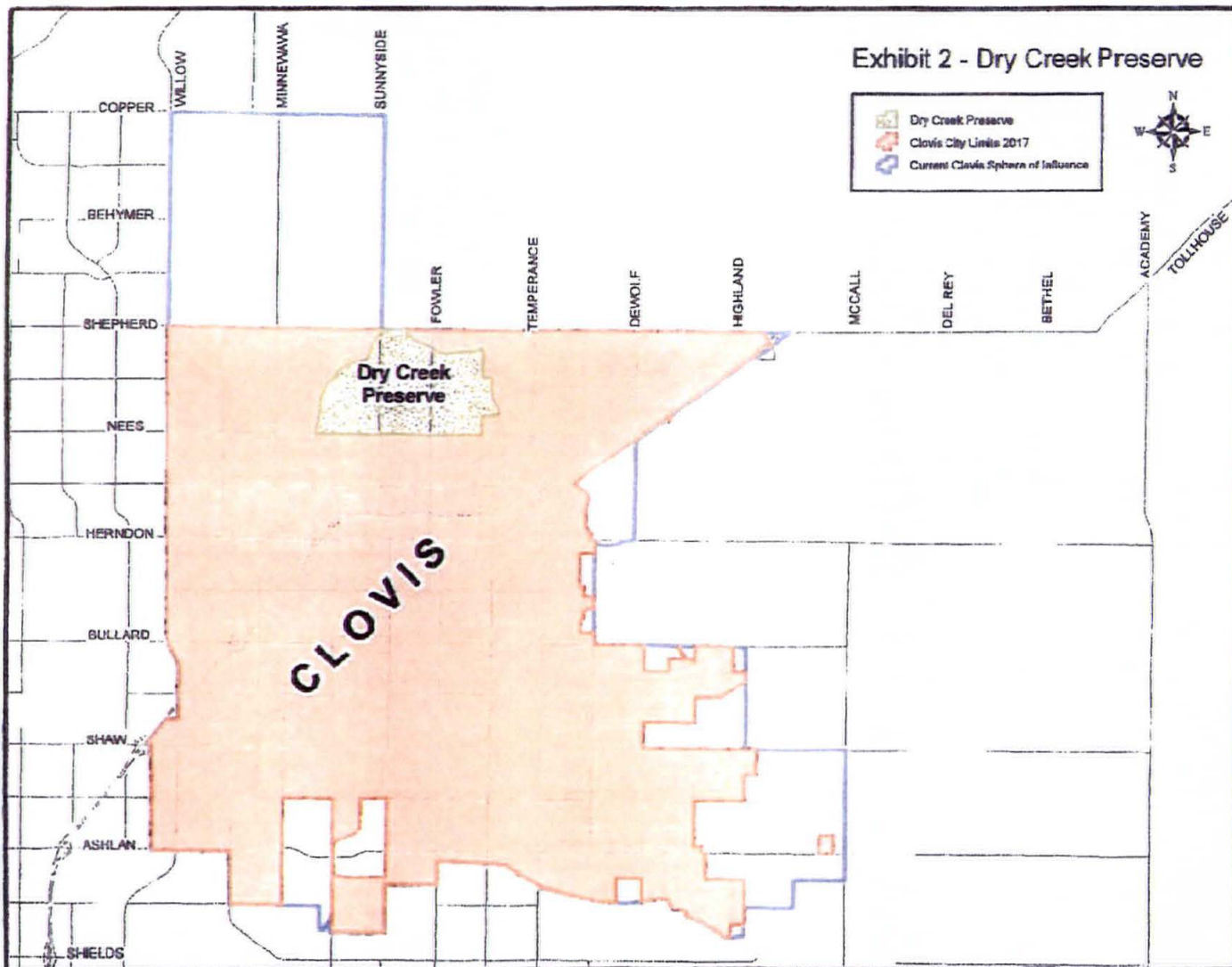
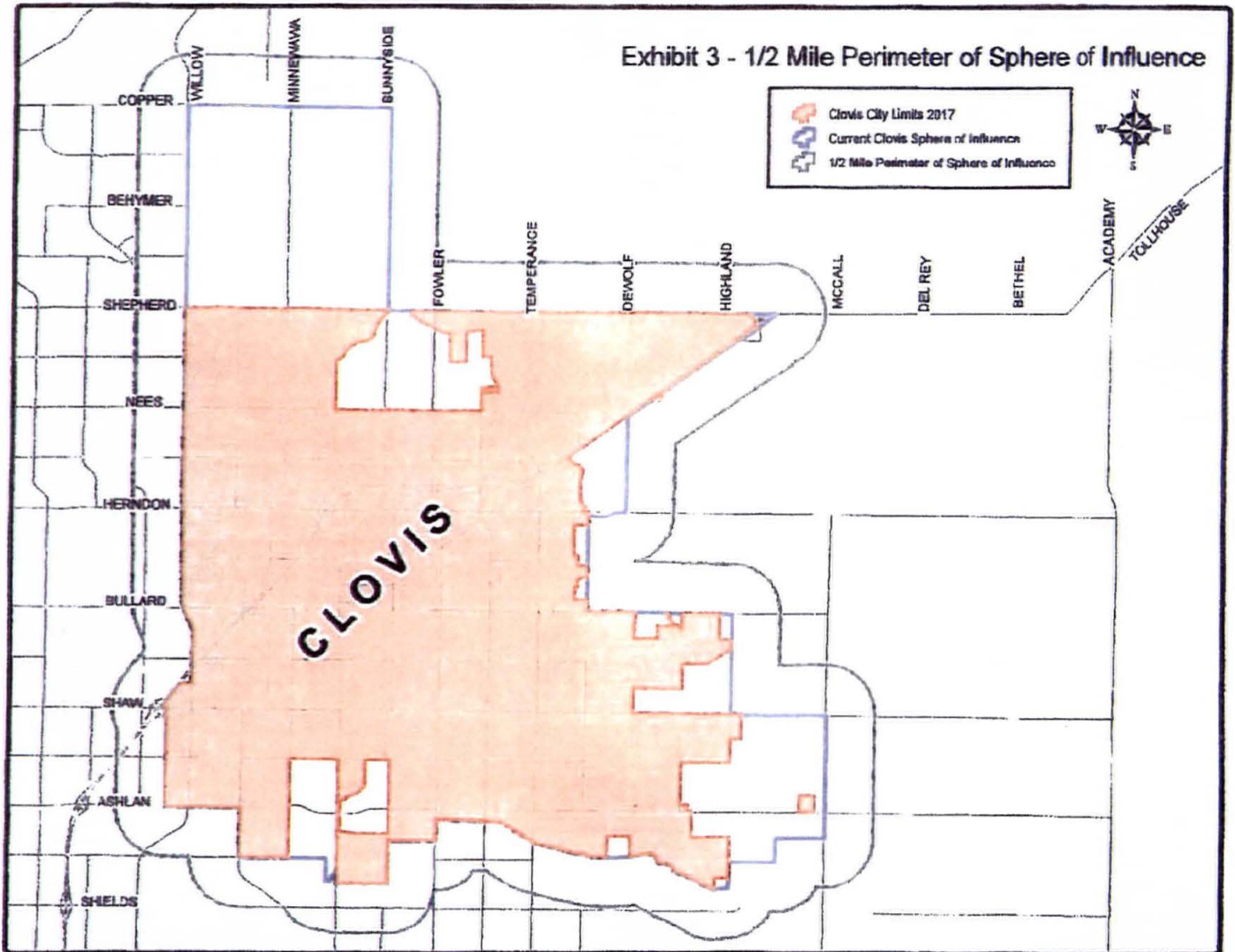


Exhibit 3 - 1/2 Mile Perimeter of Sphere of Influence



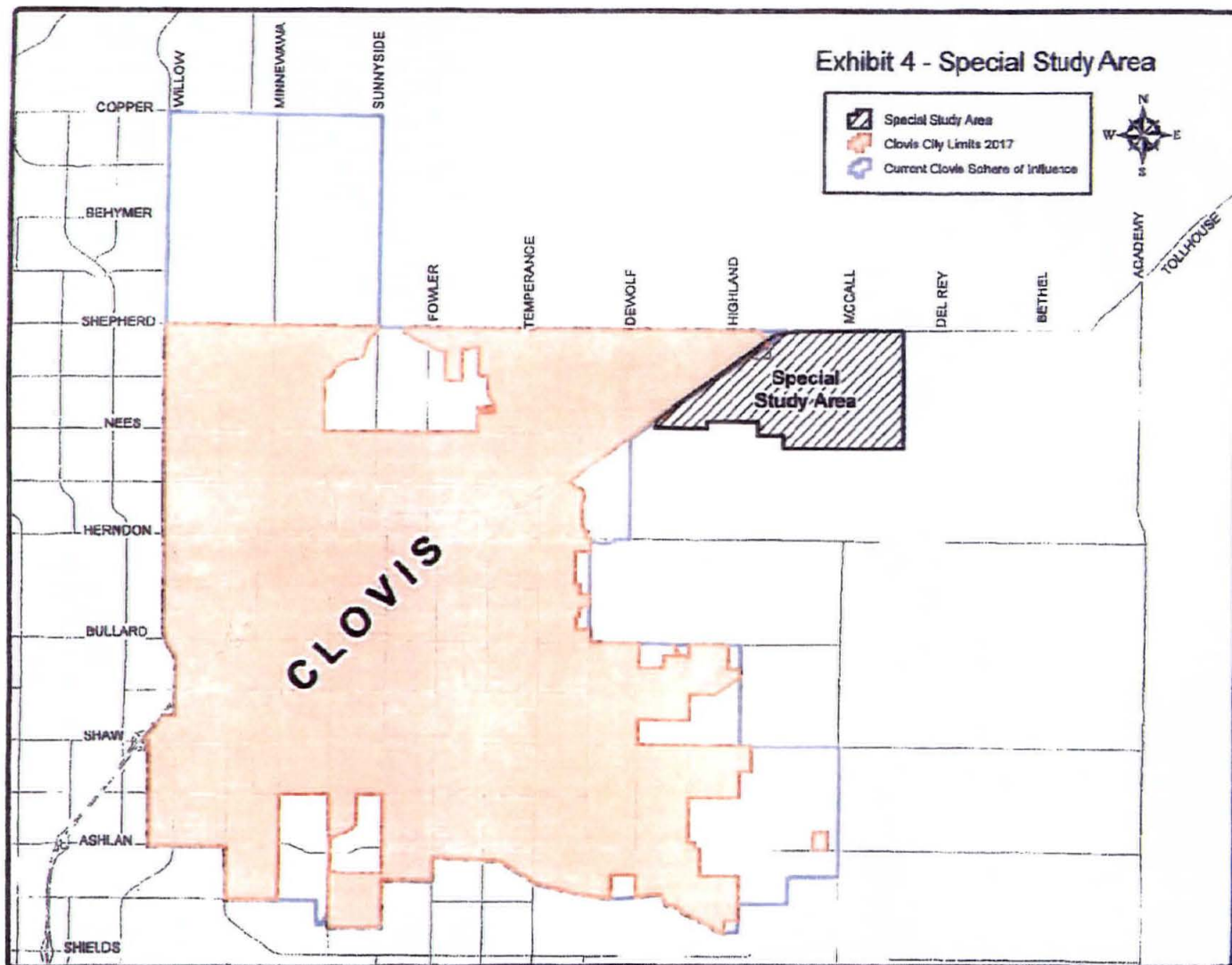


Exhibit 5 - Previous and Expanded Clovis Sphere of Influence

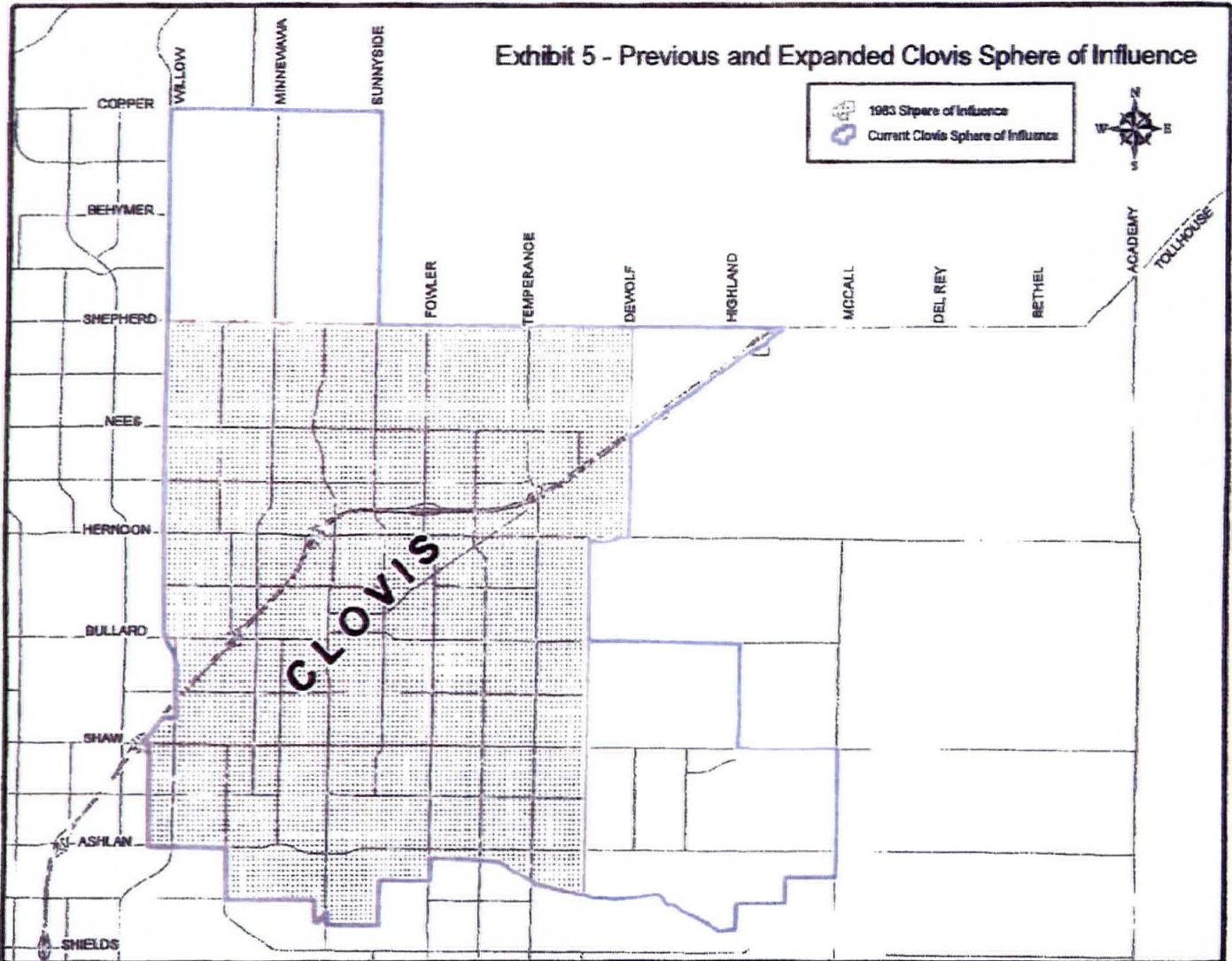
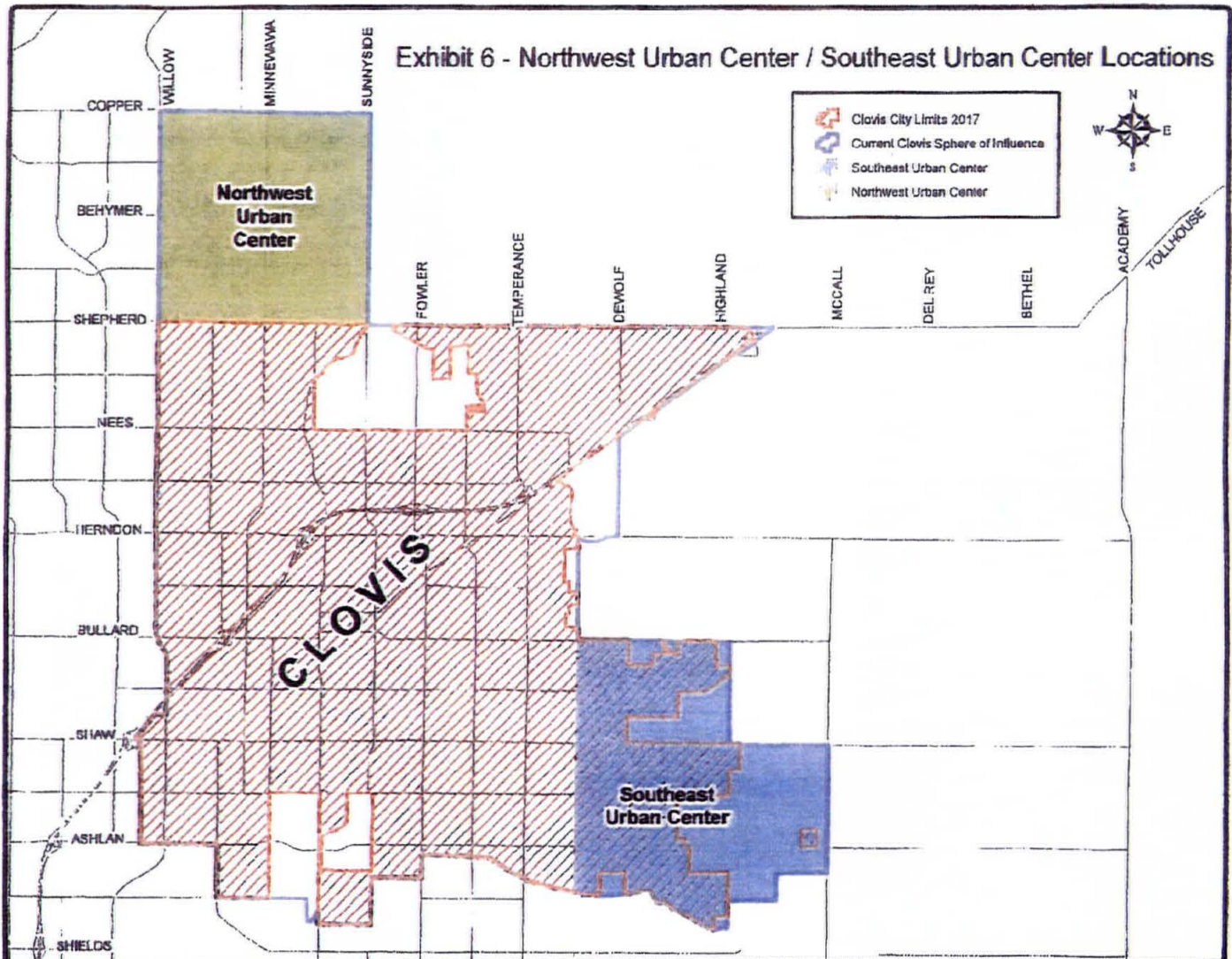


Exhibit 6 - Northwest Urban Center / Southeast Urban Center Locations





AGENDA ITEM NO: 17
City Manager: HA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: September 17, 2018

SUBJECT: Consider Approval – A Request to Waive the City's Usual Purchasing Requirements and Authorize the Purchase of Advanced Communications System Dispatch Radio Console Equipment and Authorize the City Manager to enter into an Agreement with Zetron

ATTACHMENTS: (A) Zetron Quotation NASPO Value Point Contract #06913
(B) Sole Source Letter from Zetron
(C) Draft Zetron Statement of Work redlined by City Attorney's Office

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve a request to waive the City's usual purchasing requirements and authorize the purchase of Advanced Communications (ACOM) System Dispatch Radio Console equipment and authorize the City Manager to enter into an Agreement with Zetron.

EXECUTIVE SUMMARY

The current ACOM equipment has been in use for over 13 years and is no longer able to meet the needs of the Police Department. For the past year, the Police Department has had several occasions where the system has failed and officers were unable to communicate with dispatchers. When the Police Department originally purchased the ACOM system, it was in conjunction with the Fresno Sheriff's and Fresno Police Departments to allow for interoperability. Staff has met with both the Fresno Sheriff's and Fresno Police Departments over the last year and discovered that they would both be

upgrading their systems with ACOM equipment to maintain interoperability between their agencies.

BACKGROUND

The Police Department Dispatch Center is currently operating with a 13 year old ACOM dispatch radio system. Over the past year the Police Department has experienced several incidents where the radio system has failed and dispatchers were forced to operate on portable radios until the system could be repaired. The system has outlasted its 10 year life expectancy and is in need of a replacement. The ACOM system is built-in with two sides as a failsafe. However, one side is beyond repair and the Police Department is currently operating on the backup side of the system.

The Fresno Sheriff's Department and Fresno Police Department also operate on the ACOM radio system for interoperability purposes and have been experiencing similar issues. The Fresno Sheriff's Department and Fresno Police Department are both currently in the process of upgrading their systems with new ACOM equipment.

Staff is recommending that the City Council authorize the City Manager to enter into an agreement with Zetron to purchase ACOM equipment due to the system's current condition and to maintain our interoperability with these local law enforcement agencies.

FISCAL IMPACT

The cost of the Zetron ACOM equipment has been included in the 2018-2019 approved budget.

REASON FOR RECOMMENDATION

Staff is recommending that the City Council authorize the City Manager to enter into an agreement with Zetron to purchase ACOM equipment due to the system's current condition and to maintain our interoperability with these local law enforcement agencies.

ACTIONS FOLLOWING APPROVAL

The Clovis Police Department will enter into a purchase agreement with Zetron to purchase ACOM dispatch radio console equipment.

Prepared by: Curt Fleming, Police Captain

Submitted by: Matthew Basgall, Chief of Police





ACOM - Advanced Communications System
NASPO ValuePoint Contract #06913
Quote Number: 58428-00

CITY OF CLOVIS
Customer #: 401950
1233 Fifth Street
CLOVIS, CA 93612-1316
Jim Munro
Phone: (559) 324-2594
Email: jamesm@cityofclovis.com

Quote Date: 7/26/2018
Quote Expires: 10/23/2018
Terms: TO BE DETERMINED
Ship Quote: 8 weeks ARO
Ship Via: UPS GROUND
FOB: Destination
End User/Site: City of Clovis Police Department, CA
System ID: Main Site
Salesperson: Shawn Toledo

AcomNOVUS ROM quote for the City of Clovis Police Department, CA. Quote includes nine (9) positions to support eighteen (18) conventional channels. Also quoted are a fully redundant AcomNOVUS system core, PCs, monitors and accessories.

NOTE: Sales tax is not calculated on items that are marked "optional".

Equipment Cabinet							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
906-0001	Equipment Cabinet	\$4,925.00	10.00 %	\$4,432.50	1	\$4,925.00	\$4,432.50
906-0002	Equipment Cabinet Cable / Hardware Bundle	\$2,605.00	10.00 %	\$2,344.50	1	\$2,605.00	\$2,344.50
906-0009	+12VDC Power Distribution Panel	\$650.00	10.00 %	\$585.00	1	\$650.00	\$585.00
External Interface Boxes							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
950-0589	Single Unit Rack Mount Option For use with Central, Gateway, Portal, iRIM, etc.	\$122.00	10.00 %	\$109.80	1	\$122.00	\$109.80
950-0588	Dual Unit Rack Mount Option For use with Central, Gateway, Portal, iRIM, etc.	\$170.00	10.00 %	\$153.00	4	\$680.00	\$612.00
906-0200	Acom Radio Gateway	\$2,575.00	10.00 %	\$2,317.50	10	\$25,750.00	\$23,175.00
906-0202	Acom Server	\$14,800.00	10.00 %	\$13,320.00	2	\$29,600.00	\$26,640.00
Supporting Equipment							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
906-0068	NMS/MIS Server	\$13,950.00	10.00 %	\$12,555.00	1	\$13,950.00	\$12,555.00
906-0070	LAN Switch, Managed, 24-Port	\$2,200.00	10.00 %	\$1,980.00	2	\$4,400.00	\$3,960.00
906-0171	Ethernet I/O Unit, 32 Inputs, 16 Outputs	\$2,327.00	10.00 %	\$2,094.30	1	\$2,327.00	\$2,094.30
Operator Position Hardware Bundles (Includes PC)							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
906-0102	IP-Based Position Hardware Bundle with MDC 1200 (Supports up to 4 speakers)	\$13,300.00	10.00 %	\$11,970.00	9	\$119,700.00	\$107,730.00
Monitor / Display Options							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
802-2311	23" Widescreen LCD Monitor Supports up to 1920x1080 resolution.	\$270.00	10.00 %	\$243.00	9	\$2,430.00	\$2,187.00
Audio Interface Options							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
906-0140	Acom Speaker	\$420.00	10.00 %	\$378.00	18	\$7,560.00	\$6,804.00
Licensing							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
906-0300	Acom System License	\$16,450.00	10.00 %	\$14,805.00	1	\$16,450.00	\$14,805.00

This quote is subject to NASPO ValuePoint Contract #06913 terms and conditions.

Acom Media Licensing							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
906-0301	150 System Media Resources License	\$7,000.00	10.00 %	\$6,300.00	1	\$7,000.00	\$6,300.00
Console Licensing							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
906-0326	Pro Acom Console License (includes all Base Options)	\$4,900.00	10.00 %	\$4,410.00	9	\$44,100.00	\$39,690.00
Telephony Licensing							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
906-0328	SIP Logging License (per 30 channels)	\$1,050.00	10.00 %	\$945.00	1	\$1,050.00	\$945.00
CAD/Surveyor Licensing							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
906-0338	Surveyor Reporting and Statistics License	\$9,450.00	10.00 %	\$8,505.00	1	\$9,450.00	\$8,505.00
Miscellaneous Hardware Options							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
950-9102	Footswitch, Single w/ 10' cable	\$122.00	10.00 %	\$109.80	9	\$1,098.00	\$988.20
Onsite Services & Training							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
X93-284F	Onsite Support, First Day	\$3,310.00	10.00 %	\$2,979.00	1	\$3,310.00	\$2,979.00
X93-284A	Onsite Support, Additional Day	\$2,205.00	10.00 %	\$1,984.50	4	\$8,820.00	\$7,938.00
X93-284R	Onsite Support, Travel Day	\$1,105.00	10.00 %	\$994.50	1	\$1,105.00	\$994.50
906-0165	Hourly Rate	\$200.00	10.00 %	\$180.00	195	\$39,000.00	\$35,100.00
Miscellaneous							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
N0284	California State Tax: city of Clovis, Fresno County: 7.975% on hardware items. NOTE: Tax is not calculated on optional items.	\$21,090.86	0.00 %	\$21,090.86	1	\$21,090.86	\$21,090.86

List Total	\$367,172.86
Net Total	\$332,564.66

Recommended Options (not included in the total price)							
Part #	Description	List Price	Disc. %	Net Price	Qty	Ext. List	Ext. Net
901-9691	Media Dock XS	\$3,915.00	10.00 %	\$3,523.50	1	\$3,915.00	\$3,523.50
906-0070	LAN Switch, Managed, 24-Port	\$2,200.00	10.00 %	\$1,980.00	1	\$2,200.00	\$1,980.00
906-0140	Acom Speaker	\$420.00	10.00 %	\$378.00	1	\$420.00	\$378.00
906-0171	Ethernet I/O Unit, 32 Inputs, 16 Outputs	\$2,327.00	10.00 %	\$2,094.30	1	\$2,327.00	\$2,094.30
906-0200	Acom Radio Gateway	\$2,575.00	10.00 %	\$2,317.50	1	\$2,575.00	\$2,317.50
906-0202	Acom Server	\$14,800.00	10.00 %	\$13,320.00	1	\$14,800.00	\$13,320.00
X62-1284	Silver Service Plan (1 Year), No Onsite Rapid Response 6% of System List Price for a 12 month period. Initial purchase must be a minimum of 12 months.	\$20,037.12	10.00 %	\$18,033.41	10	\$200,371.20	\$180,334.10
X63-1284	Gold Service Plan (1 Year), No Onsite Rapid Response 9% of System List Price for a 12 month period. Initial purchase must be a minimum of 12 months. Sold in monthly units	\$2,504.64	10.00 %	\$2,254.18	120	\$300,556.80	\$270,501.60

This quote is subject to NASPO ValuePoint Contract #06913 terms and conditions.



September 7, 2018

Clovis Police Department
1233 Fifth Street
Clovis, CA 93612

RE: Acom Console System Upgrade

To Whom It May Concern:

This letter is to certify that the Zetron Acom console system is a mission-critical system that is engineered, manufactured and sold exclusively by Zetron, Inc. City of Clovis Police Department have been operating an Acom console system since 2003, and are upgrading this now obsolete system to Zetron's latest version of Acom console system. This latest version of the Acom console system shall allow for interoperability with the City of Fresno and County of Fresno who have recently purchased similar upgrades to their Acom console systems. As a result of these factors, Zetron is the sole source provider of the Acom console system upgrade.

Should you require additional information, please feel free to contact to me via cell 206-910-0918 or email sbegeda@zetron.com.

Sincerely,

Steven Begeda
Vice President, System Sales, Americas
Zetron, Inc.



(T) 425.820.6363
(F) 425.820.7031



PO Box 97004
Redmond, WA 98073



12034 134th Ct. NE
Redmond, WA 98052

Zetron

1 General Information

The City of Clovis ("Customer") desires to purchase a Zetron Communications System to be configured for both Customer's Police Department ("Main Site") and Disaster Recovery Site ("DR Site") (collectively referred to as the "System"). The scope of the System is more fully set forth in Zetron Quotation Nos. 58428-00 (Main Site") and 58429-00 (DR Site) incorporated by reference.

This Statement of Work (or "SOW") and its accompanying appendices, if applicable, defines the responsibilities of Zetron and ~~Customer~~its customer listed below during the construction of the Zetron Communications System (the "System") under the WSCA-NASPO Contract/Master Agreement #06913 dated September 1, 2015, and the State of California Participating Addendum No. 7-16-58-16applicable system sales or other written agreement between Zetron, Customer, and any other contracting party (collectively, the "Contract"). Tasks to be performed by others are included in this document for informational purposes. The terms of the Contract are incorporated herein by reference.

In all cases, the most recent Statement of Work will be the actual document for the construction of the System.

1.1 Project Identification

Identifying Project Name	Clovis CA Police Zetron Upgrade
Customer	City of Clovis Police Department
Customer's Address (for correspondence)	1233 Fifth Street Clovis, CA 93619
Customer's Project Manager	Sergeant Jim Munro jamesm@cityofclovis.com 559-593-5333
Contract Name, Contract Number, and Contracting Parties	ACOM NASPO ValuePoint Contract #06913 Quote #58428-00 (Main Site) Quote #58429-00 (DR Site)
Ship to Address	Clovis Police Department Attn: Sergeant Jim Munro 1233 Fifth Street Clovis, CA 93619
Change Order Process	<u>Any changes must be agreed upon in writing consistent with the ContractZetron's change order form and process, unless otherwise mutually agreed.</u>

1.2 PaymentReference Documents

Zetron Quotation #58428-00 (Main Site)

Zetron shall invoice Customer following completion of the System(s) consistent with the Contract. Customer shall pay all undisputed amounts with 30 calendar days.

Zetron Quotation #58429-00 (DR Site)

Attachment C

1.3 Delivery Schedule

Zetron and Customer shall create a mutually agreed delivery schedule that meets the Customer requirements. To realize various cost efficiencies, Customer has agreed to deployment of both Main and DR Site simultaneously, with payment for DR Site due no earlier than July 1, 2019.

1.4 Interrelationships

Zetron reserves the right to use subcontracted services upon mutual agreement with Customer.

1.5 Equipment

Zetron will manufacture, configure, and test Common Control Equipment (CCE) and Operator Position Equipment (OPE) including the hardware and software identified in this section.

The System shall include Acom system components modules, interface cards, sub-rack assemblies, cabinets, and cabling to support the following system design:

Main Site:

1 x AcomNOVUS controller (fully redundant), providing interfaces to:

- 18 x 4w E&M Conventional Radio Interfaces (MDC1200 capable)
- 32 x Digital Inputs & 16 x Digital Outputs
- 30 x SIP Logging Outputs

The AcomNOVUS controller shall support a total of 9 operator console positions in the following configuration:

- 9 x full-feature consoles

Full-feature consoles are configured as follows:

- 1 x Acom Console Software License
- 1 x PC workstation
- 1 x 23" LED Monitor (non-touch)
- 1 x Acom Media Dock
- 2 x Acom speakers
- 1 x Footswitch
- Instant Recall Recorder (IRR)

Disaster Recover (DR) Site:

1 x AcomNOVUS controller (non-redundant), providing interfaces to:

- 18 x 4w E&M Conventional Radio Interfaces (MDC1200 capable)
- 32 x Digital Inputs & 16 x Digital Outputs
- 30 x SIP Logging Outputs

The AcomNOVUS controller shall support a total of 6 operator console positions in the following configuration:

- 6 x software (mobility) consoles

Software (mobility) consoles are configured as follows:

- 1 x PC workstation
- 1 x 23" LED Monitor (non-touch)
- 1 x Acom Console Software License
- 1 x Acom Console Mobility License

Zetron shall also provide the following system elements:

- System Management Terminal

- AcomNOVUS Surveyor Server

1.6 Services

Project management (development of a Project Timeline and System Test Plan, documentation, and standard 1 year factory warranty consistent with the Contract), on-site training, and on-site installation assistance will be provided by Zetron at no additional cost.

Installation assistance will be completed in a single contiguous trip. Technical training will be completed in a single contiguous trip. Operational training will be completed in a single contiguous trip. Expenses and labor incurred for additional trips due to Customer delays must be agreed upon in writing will be billed through the change order process or billed separately.

1.7 Functionality

A redundant system (non-redundant at DR Site) with standard AcomNOVUS functionality is provided for Customer.

1.8 Customer-Supplied Equipment

Any Customer-supplied equipment must be in working order and sent in its entirety, unless mutually agreed, to Zetron's facility at Customer's expense to enable Zetron to integrate said equipment into the System.

1.9 Project Management

Project management is an ongoing activity required of all parties for successful integration of the equipment. Zetron will assign a primary project manager ("Zetron Project Manager") who will manage the project. All Zetron subcontractors will report to the Zetron Project Manager, who will in turn liaise with Customer. Customer will be required to provide a project manager to act as a single point of contact for the implementation of this SOW. Project Managers will be responsible for contract administration, scheduling, and monitoring progress of the assigned deliverables of their respective organizations. Formal communications must be channeled through the project managers. Formal communications are not to be routed directly between subcontractors and Customer, except as otherwise specifically stated in the Contract.

1.10 Project Kick-Off Meeting

A project kick-off meeting will be scheduled before System manufacture begins. This meeting is a working session, which uses the Contract, Statement of Work, and other pertinent documents as the basis for fully developing the implementation plan.

Contract clarification and project change order procedures will be addressed, and a formal process will be implemented for communicating any and all information that clarifies the Contract.

The implementation schedule will be clarified during the meeting. At the conclusion of the meeting all tasks will be clearly defined, with all parties understanding what is expected of them.

1.11 Project Planning

Zetron will prepare an abbreviated project plan that defines the management processes, procedures, and project timeline that will be followed to deliver the System and services described in the Contract. The project plan is an internal document and will include a description of the support services to be provided by Zetron. The project plan will be used to guide all of Zetron's activities and to monitor and track Zetron's progress against the timeline and milestones

established in the plan. The project plan will include a discussion and details on the following major elements:

- Project scope
- Project management (includes project organization, schedule, acceptance criteria, etc.)
- System deliverables (includes descriptions of equipment being provided and information on System requirements, etc.)
- Installation plans and schedule
- Testing and acceptance
- Documentation and publications (includes a description of general requirements and a summary of documentation deliverables)
- Training (includes training plan, training course syllabi, and a description of recommended training materials)
- Support (includes warranty service following beneficial use of the System by Customer, which begins upon successful completion of the Site Acceptance Test (SAT))

1.12 Change Orders (Modifications)

~~Any changes must be agreed upon in advance by both parties consistent with the Contract. Zetron and Customer shall follow Zetron's change order process unless otherwise mutually agreed.~~

1.13 Site Surveys

Customer shall provide requested site information (documentation, photos, etc) to allow Zetron to remotely survey the facilities where the equipment will be installed. The purpose of the survey is to provide information to Zetron of obvious site-specific requirements.

1.14 Preliminary/Critical Design Review (PDR/CDR)

A Preliminary and/or Critical Design Review (PDR/CDR) will be completed to capture the technical specifications of the design and when finalized and approved, serves as an authorization to proceed. The PDR/CDR is considered a "Pass" if the participants agree they have a reasonable approach to the System design and have obtained design consensus. It is possible that at this point there may still be some minor outstanding design issues to resolve.

1.15 User Interface

Zetron will work with Customer to design the Graphical User Interface (GUI) screen configurations for the System. Design effort will take place during System design. At the conclusion of these efforts, GUI screen configuration must be reviewed and accepted by Customer before FAT can begin. ~~Costs for labor spent on changes to the screen configuration after 100% completion of System design must be approved by Customer in advance will be billed through the change order process.~~ Customer will designate a single point of contact for design development.

1.16 Integration of Systems

The System will not be enabled to interface with Customer's telephone, radio and/or CAD systems unless specified elsewhere in this Contract.

1.17 User Training

One day of Operator train-the-trainer Training courses will be provided as required to ensure that dispatch personnel (or County trainers) have a functional knowledge of the System operation.

The training plan will be mutually agreed between Customer and Zetron. All corresponding costs of training (including those contained in Section 3.8) are included in Zetron's Quotations.

1.18 Insurance

Zetron shall satisfy the insurance requirements set forth in Section 4.

End of Section 1

2 Site Assumptions and Customer Deliverables

2.1 Building/Construction Permits and Licenses

Customer is responsible for any permits, licenses, or applications for the site(s) where the System will be installed. Zetron will supply Customer with information regarding the System that is required to complete the permit and license applications. No engineering or licensed professional engineering certifications are included in Zetron's proposal to Customer or the Contract, but if requested by Customer, these certifications may be added for an additional cost by mutual agreement~~provided as change orders~~. This includes, but is not limited to: electrical, heating, ventilation, cooling, plumbing, structural, environmental, and seismic.

Zetron has neither included in its proposal nor accepts any responsibility for changes in the SOW that might be required by any city, county or state permit approval agency and would impact either the permit application process or the actual work to be completed as outlined. Any such changes or upgrades of pre-existing conditions identified as required to meet current city, county, state or other applicable codes will be addressed by mutual agreement~~changes to the SOW and handled as change orders~~.

2.2 Authorizations

Customer must identify the person(s) with signatory authority for change orders, Contract modifications, milestones, and payment authorizations.

2.3 Requests for Information

Customer shall provide information necessary for design of the System. This includes but is not limited to: Floor layouts, furniture specifications, existing system interfaces & GUI, radio, administrative telephone, call groups, logger, digital I/Os, alarms, demarcation & punch block configuration.

2.4 Database Configuration Files

Customer is responsible for obtaining all current configurations used in their existing communication system that may be utilized in the System. The information includes, but is not limited to: Paging tones and codes, trunked radio talk-groups and ID's, site locations and frequencies, individual signaling databases, alias, and speed dial.

2.5 Database Entry Requirements

Customer is responsible for creating large database files. Customer will provide staff to input databases in excess of 100 entries per file. The effort will include, but is not limited to: Paging tones and codes, trunked radio talk-groups and ID's, site locations and frequencies, individual signaling databases, alias, and speed dial. Zetron will participate in the instruction process required to enable the Customer-assigned individual(s) to properly input the initial database entries. Zetron will convert Customer's existing Acom configuration files to the latest Acom format.

2.6 Database Accuracy

Customer is responsible for the accuracy of all database entries. This includes submitting accurate information for entry into the appropriate database. Prior to System cutover, Customer is responsible for verifying the data and testing the results, e.g., page each field unit to ensure the accuracy of the entries. An error report should be kept by the console operators for submitting

error corrections to Customer's system administrator, dispatch supervisor, or a designated individual trained to update and correct each database, as an ongoing effort after the initial entry.

2.7 Site Preparatory Responsibility

Customer is responsible for preparing the facility and/or radio infrastructure for installation of the System. This duty is Customer's as they are responsible for maintaining the dispatch infrastructure. Items that are Customer's responsibility include, but are not limited to, installation of building wiring as needed, including all UPS, line protectors, line conditioners, and surge protectors, cross-connections to the network (e.g., E1 or T1 links between the center and the radio network, leased lines, T1 and/or 4W interfaces to connect remote operator positions and their audio streams to the CCE), Demarcation Line level specification testing and repair, radio and telephone interface wiring, cable pulls (e.g., between the CCE and console positions), furniture modifications and installation of custom monitor mounting, lighting, single point grounding, cabling from demarcation to the System.

Customer is responsible for confirming with Zetron cable type and cable run lengths to ensure specification compatibility. Customer is responsible for confirming site readiness prior to deployment.

2.7.1 Site Deficiencies

Customer is responsible for correcting or having corrected at its expense all site deficiencies identified by Zetron or others.

2.7.2 Floor Layout

It is the responsibility of Customer to provide appropriate space to house Zetron's fixed equipment. No work will proceed without Customer's written approval of equipment placement.

A dedicated space on the wall of the communications room for the demarcation of System circuits is required with adequate space for required demarcation punch blocks. Customer must mount the split block type punch down block to the demarcation wall in preparation for System installation. For cable tray installation, the power and ground must be run separately from audio signals. Zetron recommends running all audio and signal cables in the overhead cable trays, away from the power and ground. The cable trays will need to be high enough to allow the System cabinets to sit underneath. The cable trays should provide a path for voice and signal cable routing between the System cabinets and the demarcation wall. If the room has a raised floor that allows for the routing of power and ground beneath the cabinet, then Zetron recommends using the raised floor space. If such space is utilized, Customer must provide appropriate access through the raised floor directly below the System cabinet footprint.

Marking and labeling demarcation, punch blocks and Customer-supplied cables are Customer's responsibility. Customer shall supply Zetron with information depicting demarcation and punch block location and marking.

2.7.3 Electrical

Customer must provide adequate electrical power. Customer will also provide all uninterruptible power supply (UPS) sources, and surge suppressors as required unless otherwise stated within this Contract. All of the equipment (except for the CSG chassis where used) in the System has been designed to operate on 120VAC/60Hz commercial power. Customer must provide AC power for each console location and the fixed network equipment. Customer shall provide adequate -48VDC power for the CSG chassis (where used).

All outlets for the consoles must be installed within six (6) feet of the proposed equipment installation locations. Customer will have outlets for the Common Control Equipment cabinets installed as receptacles directly above or below the footprint of the cabinets. If Customer positions the outlets below, Customer will provide appropriate access through raised floors directly below the cabinet foot print. The exact number of receptacles required will be determined prior to PDR. Locking receptacles are the responsibility of Customer. If overhead locking receptacles are used for equipment power, it will be the responsibility of Customer to supply and install UL approved locking plugs for the multiple outlet AC surge protector power cords.

Customer must confirm in writing that each of these circuits was tested and is currently ready for the Zetron installation by providing a signed report listing the results of testing. Zetron will not connect to any circuit deemed not suitable as outlined in the Zetron requirements' specifications. Zetron will not be responsible for correcting these deficiencies.

2.7.4 Grounding

A single-point terra firma ground connection will be required from Customer for electrical bonding and lightning protection in the Common Control Equipment room. This connection should be low impedance to terra firma ground (less than 5 Ohms), and have few, if any, wire bends to a grounding rod or building ground grid. Circuits must meet or exceed industry accepted standards.

Customer must confirm in writing that each of these circuits was tested and is currently ready for the Zetron installation and optimization. Zetron will not connect to any circuit deemed not suitable as outlined in the Zetron requirements' specifications. Zetron will not be responsible for correcting these deficiencies.

2.7.5 Fresh Air Ventilation, Heating, Air-Conditioning

Customer is responsible for building ventilation, heating, or air-conditioning at any equipment location. Adequate ventilation must be provided for CCE and for any furniture housing position hardware.

2.7.6 Remote Access

Customer will provide a means for remotely accessing the System for on-going technical support services. Zetron preferred connection would be via VPN or other type of high-speed network access.

2.7.7 Telephone and Radio Circuit Signal and Line Levels

Customer's radio audio circuits and dedicated telephone circuit (if applicable) must be tested by Customer for meeting or exceeding the demarcation parameters for the I/O specification needs of the System. Customer is responsible for adjusting or correcting line levels that exceed demarcation parameters. Customer must confirm in writing that each of these circuits was tested and is currently ready for the Zetron installation and optimization by providing a signed report listing the results of testing. Zetron will not connect to any circuit deemed not suitable for supporting the signal and level settings, as outlined in the Zetron requirements' specifications. Zetron will not be responsible for correcting these deficiencies.

2.8 System Testing and Acceptance

Refer to Section 3.12, System Testing and Acceptance, for Customer's responsibilities.

2.9 Facilities and Access

Customer shall provide the console furniture. Keys or on-site access to the equipment rooms and cabling installation areas are to be provided by Customer as required by Zetron. Normal access hours are to be negotiated between Customer and Zetron. Access to a minimum of two unoccupied console positions simultaneously for installation is needed.

If required by Zetron, Customer shall provide a secure room at the installation site with a dial-out phone during the implementation phase of the project. This room will be used by Zetron onsite personnel for its operations; for temporarily storing System components and securing test equipment and tools; and as an office for the implementation team.

2.10 Interface Requirements

The cost for any unique interface requirement, whether or not identified in the site survey form, shall also be the responsibility of Customer.

2.11 Time Source

If Customer requires a time source for the System, Customer shall supply the time source. The supplied time source shall be NTP based.

2.12 Mounting Supplies, Misc. Supplies & Misc. Cables

Unless otherwise stated in this SOW, Customer shall be responsible for providing demarcation punch blocks, seismic or other custom bracing and miscellaneous supplies. Miscellaneous cables not typically associated with the System will be the responsibility of Customer.

2.13 Spares

Customer will maintain spares purchased as a critical spares kit. Customer is responsible for coordinating the utilization of spares required for repair. Spares must be maintained in a controlled environment and protected from electrostatic discharge.

End of Section 2

3 Zetron Deliverables

3.1 Project Management

Zetron will provide primary project management according to this SOW. In order to reduce the overall cost to Customer, this project management effort will be performed remotely.

3.2 Project Schedule

After receipt of the signed System Contract, or a purchase order, Zetron will provide Customer with a project schedule.

3.3 Qualified Personnel

Zetron will provide qualified personnel for installation.

3.4 System Integration

Zetron will build, integrate, and test components at Zetron's facility prior to deployment at Customer's facilities.

3.5 Equipment Delivery

Zetron will arrange for delivery of all equipment to Customer as outlined in the established implementation plan. Warehousing of equipment will be the responsibility of Customer.

3.6 Installation

Installation includes the following tasks that may be performed by Zetron, a qualified subcontractor, or a combination of the two unless otherwise stated.

3.6.1 Equipment

Zetron will install the applicable CCE and will install console positions in Customer-provided furniture per standard cabling practices. Upon completion of the fixed equipment installation, Zetron will check the System for proper operation.

3.6.2 Cables and Labels

All cables will be labeled with a unique identifier. As-built documentation will be supplied with the equipment which allows complete cross reference of cable material, connectors, to/from information, and Zetron part numbers for replacement.

3.6.3 Complete Termination of Sub-Systems

All equipment cables will be terminated as required.

3.6.4 Load Application Parameters on all Equipment

Where applicable, the application software will be loaded, System parameters set, and features tested. The database will be programmed and the System operating parameters will be adjusted for Customer-specific requirements. Configuration files will be set up and verified as applicable for Customer-specific requirements.

3.6.5 Site Clean-up

All packing materials and debris will be handled as agreed. Decommissioning and removal/disposal of existing old equipment is the responsibility of Customer.

3.7 System Testing and Acceptance

Upon completion of the System installation, a visual inspection of the installation and the System Site Acceptance Test ("SAT") will be performed by a Zetron representative. It will be witnessed by Customer's project manager or their representative. Customer's approval of the SAT will serve as confirmation that the installation process was completed, and that Zetron has delivered a working System.

Each portion of the SAT will be marked as either passed or failed. When a test point has passed, it will not be tested again. Failed test points will be corrected and then re-tested. The correction/re-testing process will take place on the repaired/replaced test points, until all points have passed.

For any portion of the test that cannot be completed due to circumstances outside the control of Zetron, Zetron reserves the right to alter that portion of the test, default to "passed", or mutually agree with Customer on an alternative approach.

3.8 Training

3.8.1 Technical Training

Note that technical training can be conducted at Zetron's facility and can be made available prior to System installation. Technical training is most efficient, however, when given on-site using the actual installed equipment because physical location of components and final System configuration are key factors in maintaining the System. On-site technical training will comprise standard technical content, focused where possible to cover the configuration applicable to the audience. Training will cover function, installation (when Customer is providing the installation services), configuration, and maintenance of System equipment and software. Zetron will provide training materials in the form of standard product manuals and other handouts.

3.8.2 Operational Training

Classes are at Customer's location using the installed (but not live) equipment. Operational training covers basic System operation and communication tasks using the operating software. Train-the-trainer adds workshop-style training to ensure trainer-level understanding, including how to explain the System features and functions to trainee operator/dispatchers. Zetron will provide materials in the form of standard product manuals and other handouts in addition to electronic files of material used in class. Zetron only instructs on the operation/explanation of Zetron equipment, not on standard industry teaching practices.

3.8.3 Training Environment

On-site classes are taught at Customer's location(s).

For operational training, Zetron instructors bring a laptop PC and projector. Customer must provide a power source, writing surface (flipchart or whiteboard), and a projector screen or blank light-colored wall. Because operational training requires access to a configured, functional system and accompanying consoles, for an additional charge Zetron may be able to provide equipment for training at Customer's location.

The nature of on-site technical training may require that it be conducted in a blend of classroom and less formal environments, depending on access to Customer's actual installed equipment. Factory classes are taught at Zetron's facility, in either a dedicated training environment on actual configured systems and consoles, or as part of FAT on Customer's actual equipment in a laboratory environment.

3.8.4 Training Materials

Training is conducted using lecture, live demonstration, and hands-on practice. Each attendee will receive copies of training materials used in class.

3.9 Manuals

3.9.1 Operation Manuals

The operator manuals will contain information, instructions, and procedures, accompanied by diagrams and on-line help files as appropriate, necessary to operate the System as delivered.

3.9.2 Installation and Maintenance Manuals

The installation and maintenance manuals will include the technical information necessary to install and maintain the System.

3.9.3 As-built Documentation

As built documentation will include System drawings and supporting information depicting the System configuration after installation.

End of Section 3

4 Zetron Insurance Requirements

Zetron shall take out and maintain, at its own expense, and shall cause any subcontractor with whom Zetron contracts for the performance of services pursuant to the Contract to take out and maintain, the following insurance until completion of the services or termination of the Contract, 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 Customer.

a. Minimum Limits of Insurance. Zetron 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 Zetron's performance of services under the Contract, and for a period of five years following completion of Zetron's services under the Contract.

(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 Zetron 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 Customer, its officers, officials, employees, agents and volunteers.

If Zetron maintains higher limits than the minimums shown above, the Customer 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 Customer, 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 Zetron; and with respect to liability arising out of work or operations performed by or on behalf of the Zetron 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 Zetron'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 the Contract, the Zetron's insurance coverage shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Zetron's insurance and shall not contribute with it.
- (iii) Each insurance policy required by this section shall be endorsed to state that the Customer 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) Zetron grants to the Customer a waiver of any right to subrogation which any insurer of said Zetron may acquire against the Customer by virtue of the payment of any loss under such insurance. Zetron 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 Customer 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 Customer of Clovis Risk Services. The Customer may require the Zetron 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. Zetron shall deliver to Customer written evidence of the above insurance coverages, including the required endorsements prior to commencing services under the Contract; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in the Contract, to Zetron's right to be paid any compensation under the Contract. Customer's failure, at any time, to object to Zetron'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 Customer's right to insist upon such insurance later.
- d. Maintenance of Insurance. If Zetron fails to furnish and maintain the insurance required by this section, Customer may (but is not required to) purchase such insurance on behalf of Zetron, and the Zetron shall pay the cost thereof to Customer upon demand, and Customer shall furnish Zetron with any information needed to obtain such insurance. Moreover, at its discretion, Customer may pay for such insurance with funds otherwise due Zetron under the Contract.
- Zetron shall maintain all of the foregoing insurance coverages during the term of the Contract, 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 Zetron or termination of the Contract, 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 Zetron or termination of the Contract, whichever is earlier.
- e. Subcontractors. If the Zetron should subcontract all or any portion of the work to be performed in the Contract, the Zetron 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 Customer 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 Zetron to Customer under the Contract.

End of Section 4

Zetron, Inc.	City of Clovis
Signature:	Signature:
Name (Print):	Name (Print):
Title:	Title:
Date:	Date: