



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.

December 3, 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 Flores

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

1. None.

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

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

CONSENT CALENDAR - 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.

2. City Clerk – Approval - Minutes for the November 13, 2018 Council Meeting.
3. Administration - Approval - Change Order with Bush Construction for the Pet Adoption Center.
4. General Services – Approval – Res. 18-____, 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 General Services Department.
5. General Services – Approval – Authorization of an Agreement between the City of Clovis and the City of Fresno for Coordination of Fixed-Route Transit Services.
6. Planning and Development Services - Approval – Waive the City's Normal Procedures for emergency contract award of CIP 18-06 Locan-Enterprise Storm Drain Inlet, and; Authorize the City Manager to execute the contract on behalf the City.
7. Planning and Development Services - Approval – Final Acceptance for CIP 16-04, Well No. 11A Drilling and Development.
8. Planning and Development Services - Approval – Res. 18-____, Final Map Tract 6193, located at the southwest area of Ashlan Avenue and Highland Avenue. (Wilson Premier Homes, Inc.).
9. Planning and Development Services - Approval – Res. 18-____, Annexation of Proposed Tract 6193, located at the southwest area of Ashlan Avenue and Highland Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (Wilson Premier Homes, Inc.).
10. Planning and Development Services - Approval – Final Acceptance for CIP 17-23, Police/Fire HQ Reroof – Phases 2 and 3.
11. Public Utilities – Receive and File – Public Utilities Report for August 2018.
12. Public Utilities – Approval – Extension of Service Agreement with Industrial Waste & Salvage (IWS).

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.

13. Consider Approval - Res. 18-____, CUP2018-04, A request to approve a conditional use permit for a 10-unit multiple-family condominium complex for the property located at 1855 Austin Avenue. Mohamed Annan, owner/applicant; Elias Saliba, Architect, representative.

Staff: Orlando Ramirez, Deputy City Planner

Recommendation: Approve

14. Consider Introduction - Ord. 18-____, R2018-12, A request to rezone approximately 887 acres to the P-F (Public Facilities) Zone District as a comprehensive rezone update to bring properties designated Public, Water, and School, into conformance with the General Plan. City of Clovis, Clovis Unified School District, Fresno Metropolitan Flood Control District, and State of California, owners; City of Clovis, applicant.

Staff: Bryan Araki, City Planner

Recommendation: Approve

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

15. Consider Adoption – Ord. 18-27, An Ordinance of the City Council of the City of Clovis Amending Section 4.5.1014, of Chapter 4.5, of Title 4 of the Clovis Municipal Code Pertaining to Commercial Vehicle Parking. (Vote: 4-0-1 with Councilmember Ashbeck absent)

16. Consider Approval - Res. 18-____, Agreement for Professional Legal Services as City Attorney.

Staff: Luke Serpa, City Manager

Recommendation: Approve

CITY MANAGER COMMENTS

COUNCIL ITEMS

17. 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.

18. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Brienne Glick v. City of Clovis (Claim for damages filed on May 29, 2018).

19. Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Properties: 79 N. Sunnyside Ave (APN 491-140-44S, 491-140,45S)
Portion of 1665 Tollhouse Rd. (APN 491-080-59S), and
Portion of 1748 Tollhouse Rd. (APN 491-080-08)
Agency Negotiators: L. Serpa, S. Redelfs, A. Haussler
Negotiating Parties: Lorenzo and Rosemary Lopez
Anlin Industries
Under Negotiation: Price & Terms

ADJOURNMENT

Future Meetings and Key Issues			
Dec. 10, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Dec. 17, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Jan. 7, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Jan. 14, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Jan. 22, 2019 (Tue.)	6:00 P.M.	Regular Meeting	Council Chamber
Feb. 4, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Feb. 11, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Feb. 19, 2019 (Tue.)	6:00 P.M.	Regular Meeting	Council Chamber

CLOVIS CITY COUNCIL MEETING**November 13, 2018****6:00 P.M.****Council Chamber**

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

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

PRESENTATIONS

12. 6:01 - APPROVED - APPOINTMENTS TO THE FRESNO/CLOVIS COMMUNITY MEDIA AUTHORITY

Community & Economic Development Director Andrew Haussler presented a report on a request to approve an appointment to the Fresno/Clovis Community Media Authority. The Fresno/Clovis Media Authority serves as the Joint Powers Authority overseeing Digital Infrastructure and Video Competition Act funding for Public, Education, and Government television channels. Shannon Babb has indicated a desire to be reappointed to the Fresno/Clovis Community Media Authority. Due to the resignation of Jeff Hensley from the Authority, applicants were sought to complete the term. Micheline Golden applied and Mayor Whalen is recommending the appointment. Jeff Hensley served on the Authority since its creation in 2008. Mr. Hensley has resigned from his position pending an appointment of a new member and Micheline Golden has applied to be appointed to the Fresno/Clovis Community Media Authority. Ms. Golden would complete the term, ending in June of 2019. Ms. Golden has extensive experience working in the media and public relations industry. Mayor Whalen is recommending the appointment.

Micheline Golden, commented on her experience and history and thanked Council for being considered. Discussion by the Council.

Motion by Councilmember Bessinger, seconded by Councilmember Mouanoutoua, for the Council to reappoint Shannon Babb and appoint Micheline Golden to two year terms to the Fresno/Clovis Community Media Authority with the added provision to have future appointees to all committees and commissions provide City Council an annual update. Motion carried 4-0-1 with Councilmember Ashbeck absent.

1. 6:09 - PRESENTATION OF PROCLAMATION RECOGNIZING JEFF HENSLEY FOR HIS TEN YEARS OF SERVICE AS THE CLOVIS REPRESENTATIVE AND CHAIR OF THE FRESNO-CLOVIS MEDIA AUTHORITY

Councilmember Flores presented a Proclamation recognizing Jeff Hensley for his ten years of service as the Clovis representative and Chair of the Fresno-Clovis Media Authority.

2. 6:12 - PRESENTATION OF PROCLAMATION RECOGNIZING NOVEMBER 17, 2018 AS "WORLD PREMATUREITY DAY"

Councilmember Mouanoutoua presented a Proclamation recognizing November 17, 2018 as "World Prematurity Day".

PUBLIC COMMENTS- 6:20

NONE

CONSENT CALENDAR 6:21

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

3. City Clerk – Approved - Minutes for the November 5, 2018 Council Meeting.
4. Community and Economic Development - Received and Filed – Economic Development Corporation Serving Fresno County Quarterly Report, July – September 2018.
5. Planning and Development Services - Approved - Bid Award for CIP 10-06, Sierra Gateway Regional Trail Improvements 2018; and Authorize the City Manager to execute the contract on behalf of the City.
6. Planning and Development Services - Approved – Final Acceptance for Tract 6117, located southwest of Alluvial and Armstrong Avenues (De Young Properties).
7. Planning and Development Services - Approved – Final Acceptance for Tract 6147, located at the southeast area of Gettysburg and Armstrong Avenues (De Young Properties).

PUBLIC HEARINGS

8. 6:21 - APPROVED - **RES. 18-158**, CUP2017-10A, APPROVING AN AMENDMENT TO THE SIDE YARD SETBACK REQUIREMENTS OF CONDITIONAL USE PERMIT CUP2017-10 WITHIN TENTATIVE MAP TM6186. WCP DEVELOPERS, LLC, OWNER/APPLICANT

City Planner Bryan Araki presented a report on a request to approve an amendment to the side yard setback requirements of Conditional Use Permit CUP2017-10 within Tentative Map TM6186. The applicant is requesting to amend the side yard setback requirements for interior and corner lots within Tentative Tract Map TM6186 located at the southeast corner of Bullard and Leonard Avenues. The requested side yard setback modification would apply to lots located adjacent to public streets and lots located within the gated community of the project. Approval of this Project would allow the developer to continue processing development drawings. The applicant is requesting a modification of the approved side yard setback to living/ building for lots within Tentative Tract Map TM6186. Approved setbacks for the Project included a five (5') foot side yard setback on the garage side and a three (3') foot side yard setback on the opposite side. The applicant is requesting a modification which would provide for a four (4') foot setback on the garage side and a four (4') foot side yard setback on the opposite side.

The applicant is requesting this change due to Building Code regulations associated with overhangs projecting closer than three (3') from the property line. Specifically, the

applicant is concerned with modifications required to overhangs projecting beyond three necessitating additional fire rating standards. Additionally, with placement at a 3-foot setback, the overhang will be in close proximity to future placement of fences and/or walls which could potentially cause water drainage onto adjacent properties. Similar setbacks may be found within Tentative Tract Map TM6064, located at the southwest corner of Barstow and Leonard Avenues and Tentative Tract Map TM6055, located on the south side of Barstow Avenue, between DeWolf and Leonard Avenues. Adrian Burns, representing Wathan-Castanos, spoke in support of the project and conditions. Discussion by the Council.

Motion by Councilmember Flores, seconded by Councilmember Mouanoutoua, for the Council to **Resolution 18-158**, CUP2017-10A, approving an amendment to the side yard setback requirements of Conditional Use Permit CUP2017-10 within Tentative Map TM6186. Motion carried 3-1-1 with Councilmember Bessinger voting no and Councilmember Ashbeck absent.

9. 6:42 - APPROVED – WAIVE THE CITY'S USUAL PURCHASING PROCEDURES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 4217.11 THROUGH 4217.17 AND AWARD A CONTRACT TO COMPASS ENERGY SOLUTIONS TO IMPLEMENT AN LED LIGHTING PROJECT

General Services Director Shonna Halterman presented a report on a request to Waive the City's Usual Purchasing Procedures Pursuant to California Government Code Sections 4217.11 through 4217.17 and Award a Contract to Compass Energy Solutions to Implement an LED Lighting Project. Compass Energy Solutions (CES) is currently retained by the City as an Energy Services Company (ESCO) and is conducting a city-wide LED lighting project. While onsite, they have conducted a feasibility study to implement a possible 2nd phase of light-emitting diode (LED) lighting systems at city-owned facilities not included in the current phase.

The LED feasibility study was in-depth and looked at a number of strategies based upon their findings. The study narrowed down the facilities that would best benefit from LED technology to three (3) locations, although one of the facilities was removed from consideration due to a third-party operational agreement. CES's findings concluded from current Pacific Gas and Electric (PG&E) data that the two (2) identified facilities currently consume 299,827 kilowatt hours (kWh) in energy from lighting needs. If all lighting conditions remained static in terms of the number of fixtures and time of use, the proposed LED solution would result in the consumption of 96,186 kWh annually; this will provide the City with a 68% reduction in expended kWh. Site visits were made to potential locations to inventory lights by quantity, type and wattage and to weigh the benefits based upon energy reduction, exterior security, improving office environments and return on investment (ROI). The study concluded by targeting two (2) City buildings that would receive an aggregate total of 1,098 interior/exterior LED fixtures or retrofit kits. The total project cost for the turn-key implementation of the LED lighting systems is \$484,494. The City would also receive a PG&E rebate currently estimated at \$10,000, resulting in a net project cost of \$474,494.

CES used a PG&E rate escalator of 4% annually to calculate the City's ROI and determined the project would generate a payback based upon savings within 11 years. The project would also generate positive cash flow from day one throughout the term of the loan. Essentially, the City would be using the funds normally spent on electrical consumption to repay the loan.

Nathan Williams, resident, questioned square footage and which buildings would be upgraded. Shonna Halterman indicated that she would get back with Mr. Williams on the detail. Discussion by the Council.

Motion by Councilmember Flores, seconded by Councilmember Bessinger, for the Council to approve a request to waive the City's Usual Purchasing Procedures Pursuant to California Government Code Sections 4217.11 through 4217.17 and Award a Contract to Compass Energy Solutions to Implement an LED Lighting Project. Motion carried 4-0-1 with Councilmember Ashbeck absent.

10. 6:59 - INTRODUCTION – **ORD. 18-27**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING SECTION 4.5.1014, OF CHAPTER 4.5, OF TITLE 4 OF THE CLOVIS MUNICIPAL CODE PERTAINING TO COMMERCIAL VEHICLE PARKING

Community and Economic Director Andrew Haussler presented a report on a request to approve the introduction of an ordinance amending Section 4.5.1014, of Chapter 4.5, of Title 4 of the Clovis Municipal Code Pertaining to Commercial Vehicle Parking. Clovis Municipal Code Section 4.5.1014 of Chapter 4.5 of Title 4 regulates commercial truck parking in the City of Clovis. Commercial truck parking is currently allowed on any public right-of-way in the City with the exception of overnight parking within 500 feet of a residence. The proposed amendment would only allow commercial trucks to park for four hours any twenty-four hour time period on any public right-of-way in the City of Clovis. This would make the City's ordinance consistent with the City of Fresno, allow for easier enforcement, and address commercial truck parking issues in the City's business parks that attract professional office users. This ordinance will return for a second reading if approved and go into effect 30 days thereafter. There being no public comment, Mayor Whalen closed the public portion. Discussion by the Council.

Motion by Councilmember Mouanoutoua, seconded by Councilmember Bessinger, for the Council to approve the introduction of Ordinance 18-27, amending Section 4.5.1014, of Chapter 4.5, of Title 4 of the Clovis Municipal Code Pertaining to Commercial Vehicle Parking. Motion carried 4-0-1 with Councilmember Ashbeck absent.

CORRESPONDENCE

11. None

ADMINISTRATIVE ITEMS

13. 7:06 - APPROVED – **RES. 18-159**, A REQUEST TO AUTHORIZE AN 18 MONTH PROGRAM TO WAIVE THE FIRST YEAR OF BUSINESS TAX CERTIFICATE FEES FOR RETAILERS LOCATING IN EXISTING VACANT COMMERCIAL BUILDINGS ALONG THE SHAW AVENUE CORRIDOR FROM STATE HIGHWAY 168 TO TEMPERANCE AVENUE

Community and Economic Director Andrew Haussler presented a report on a request to authorize an 18 month program to waive the first year of Business Tax Certificate Fees for retailers locating in existing vacant commercial buildings along the Shaw Avenue corridor from State Highway 168 to Temperance Avenue. Staff is recommending the City Council authorize a one year waiver of Business Tax Certificate fees for new or expanding businesses locating in existing vacant commercial space along the Shaw Avenue Corridor from State Highway 168 to Temperance Avenue. The overall goal is to provide retailers with an incentive to fill the commercial vacancies along the Shaw Avenue Corridor. The maximum Business License Tax Certificate fee is \$7,650. Funding of \$50,000 is available in the 2018-19 Economic Development budget. Motion carried 4-0-1 with Councilmember Ashbeck absent. There being no public comment, Mayor Whalen closed the public portion. Discussion by the Council.

Motion by Councilmember Mouanoutoua, seconded by Councilmember Bessinger, for the Council to approve a request to authorize an eighteen (18) month program to waive the first year of Business Tax Certificate Fees for retailers locating in existing vacant commercial buildings along the Shaw Avenue corridor from State Highway 168 to Temperance Avenue. Motion carried 4-0-1 with Councilmember Ashbeck absent.

CITY MANAGER COMMENTS - 7:14

City Manager Luke Serpa commented on the American Public Works Association awards luncheon he attended and announced the selection of Public Works Director Scott Redelfs as the Public Works Professional of the Year.

COUNCIL ITEMS

14. 7:15 - CONSIDER APPROVAL – CHANGE OF CITY COUNCIL MEETING SCHEDULE

City Manager Luke Serpa presented a report on a recommendation to cancel the City Council meeting of November 17, 2018. Staff is able to consolidate the agenda items to the first and second meetings in November 2018. Staff is recommending that City Council consider canceling the meeting of November 19, 2018. Given adequate notice, staff will be able to amend the timing of actions coming forward so that operations will not be affected by the cancellation. There being no public comment, Mayor Whalen closed the public portion. Discussion by the Council.

Motion by Councilmember Flores, seconded by Councilmember Mouanoutoua, for the Council to approve a request to cancel the City Council meeting of November 17, 2018. Motion carried 4-0-1 with Councilmember Ashbeck absent.

CLOSED SESSION

None

Mayor Whalen adjourned the meeting of the Council to December 3, 2018

Meeting adjourned: 7:20 p.m.

Mayor

City Clerk



AGENDA ITEM NO: 3
City Manager: LS

CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: City Attorney's Office

DATE: December 3, 2018

SUBJECT: Approval - Change Order with Bush Construction for the Pet Adoption Center

ATTACHMENTS: (A) Change Order

CONFLICT OF INTEREST

None.

RECOMMENDATION

The City Attorney requests that the Council approve the Final Change Order with Bush Construction (the "Final Change Order"), and authorize the City Manager to execute the Final Change Order, so that the work on repairs to the epoxy walls in the Pet Adoption Center can be scheduled with Bush Construction.

EXECUTIVE SUMMARY

In 2014, the epoxy coating in the kennel areas of the Miss Winkles Pet Adoption Center began to chip off in numerous locations. The contractor was made aware of the problem. The City and contractor have since been working on negotiating a resolution to this problem. Under the Final Change Order, the contractor is required to perform the necessary repairs and correction work, and provide a warranty for the correction work.

BACKGROUND

In 2014, the epoxy coating in the kennel areas of the Miss Winkles Pet Adoption Center began to chip off in numerous locations. The contractor was made aware of the problem. The City and contractor have since been working on negotiating a resolution to this problem. Under the Final Change Order, the contractor is required to perform the necessary repairs and correction work, and provide a warranty for the correction work.

PROPOSAL AND ANALYSIS

Following completion of the Pet Adoption Center project, it was discovered that the epoxy walls in the facility were faulty due to a lack of fiberglass mesh. Bush Construction was made aware of the problem.

The City and Bush Construction have at all times been working toward resolving the matter, and have come to a negotiated resolution in the form of the Final Change Order. Under the Final Change Order, the contractor is required to perform the necessary repairs and correction work under the supervision of the manufacturer of the epoxy coating. Bush Construction will provide a warranty for the correction work. Bush Construction will have twenty-eight (28) calendar days to complete the work, including a mock-up of one of the repairs.

FISCAL IMPACT

There is no fiscal impact from entering into the Final Change Order.

REASONS FOR RECOMMENDATION

The Final Change Order will allow the City and Bush Construction to begin working on repairs to the epoxy coating on the walls.

ACTIONS FOLLOWING APPROVAL

The City Manager will execute the Final Change Order.

Prepared by: Arne Sandberg, Litigation Counsel

Submitted by: 
David Wolfe, City Attorney

CHANGE ORDER

Owner: City of Clovis ("City")
Contract: Pet Adoption Center Construction
Contractor: Bush Construction ("Bush")
Date: October __, 2018

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT RELATED TO
MUTUAL SETTLEMENT OF CITY CLAIMS RELATED TO FAILING EPOXY COATING:

1. Work in the Seven Canine Rooms in the Front Adoption Area:

Bush shall remove and replace all the Wall epoxy coating manufactured by BASF ("ERC 2") in the seven (7) canine rooms in the adoption area of the Pet Adoption Center building, as required by the original specifications and subject to approval by BASF, including use of the originally specified fiberglass mesh.

Notwithstanding the previous paragraph, Bush may apply new ERC 2 over the existing ERC 2, but only if Bush obtains BASF's approval of that methodology in advance and in writing, including the preparation of the existing wall; and only if BASF (a) inspects and approves all of Bush's change order work (including the additional two feet of ERC, as required by the original specifications,), and (b) prior to Bush's commencement of the work, provides a written warranty for the work of at least five (5) years. Bush's work shall conform to all instructions provided by BASF, including but not limited to the January 23, 2018 memorandum, Richard First of BASF to George Lenzi of West Coast Industrial Flooring, Inc., and the June 12, 2018, memorandum from Richard First of BASF to Cameron Baxter of West Coast Industrial Flooring, Inc. (*Attachment A*). Bush's work shall conform to all of the original specifications for the work, to the extent such specifications are not in conflict with this change order. All work completed by Bush must be reviewed by George Miers of Swatt Miers Architects (or appointed designee) prior to being covered and prior to final acceptance. Bush shall coordinate and be responsible for payment of such review as work is completed.

In addition:

- Bush shall extend the Wall ERC 2 from a height of 4 feet up to 6 feet. Bush shall remove the existing aluminum chair-rail and the 2 feet of drywall above that chair-rail, and replace it with cementitious backer board and then ERC 2 wall material in a smooth and level manner to match the lower 4 feet of ERC 2. The City understands that the transition of the existing wall ERC plus new application to backerboard without existing ERC results in a potential dissimilar plane. To avoid this result, Bush must either carefully featheredge this transition by slightly building up the area approximately 6-12 inches directly above the existing ERC and the transitioning to the normal ERC depth or to apply one of the manufacturer's recommended undercoats to compensate for the

difference in thickness. Under no circumstances should there be a “joint.” However, a slight thickness transition spread out over the 6-12 inches directly above the existing ERC would be acceptable. The transition from new to old should not be visible to the eye in either levelness or color nor should there be an abrupt planar deviation to the hand when passing over the transition. Bush shall prepare a mock-up in one room for City inspection and approval before performing this work in the other rooms. Once the ERC 2 work is completed and approved, the removed chair-rail will be placed above the new ERC 2 wainscot at a height of 6 feet. This work shall be subject to the requirements of the second paragraph of this section, including but not limited to the warranties.

2. Work in Areas Other Than the Seven Canine Rooms:

Bush shall correct the existing ERC 1 and ERC 2 damage in the interior and exterior areas of the Pet Adoption Center building other than the seven canine rooms in the front adoption area (as described in the Requirements for Repair of Defects other than the Seven Canine Rooms (*Attachment B*) and the June 12, 2018 memorandum from Christopher Bauer of BASF to Cameron Baxter of West Coast Industrial Flooring, Inc. (*Attachment C*)) during the Change Order Time. To the extent there is any conflict between Attachments B and C, Attachment C controls.

3. Time for Performance of the Change Order Work:

Bush shall have 28 calendar days to perform the work described in this change order, including the mock-up and any time required for curing of the epoxy coating material (“Change Order Time”). The City shall arrange to have BASF representatives present for the work described above, after which the City shall issue a Notice to Proceed that specifies a date for commencement of the change order work that conforms to the availability of the BASF representative. The City will make all areas requiring work available to Bush on the Notice to Proceed’s date for commencement of the change order work, and Bush shall expeditiously perform the change order work and complete it within the Change Order Time. Bush will not be responsible for delays due to the BASF representative.

For every calendar day that completion of this change order work extends beyond the Change Order Time, Bush will owe the City \$500 for liquidated delay damages to compensate the City for, among other things, the loss of use of the seven canine rooms.

4. Warranties:

a. Warranty for Change Order Work

Bush warrants and guarantees its work under this change order for three (3) years from the date of completion. For any legal action by the City against Bush based on this change order work, the time periods of all applicable statutes of limitation and statutes of repose shall commence to run upon completion of this change order work. Bush waives any and all defenses to such legal action based on statutes of limitation or statutes of repose that may have commenced to run prior to completion of this change order work.

b. Extended Warranty for Existing Wall ERC 2

In areas of the Pet Adoption Center building other than the seven canine rooms, Bush agrees to extend its warranty for any and all latent and patent deficiencies in the existing Wall ERC 2 (including any lack of fiberglass mesh, installation of metal beads on outside corners, or flaking or chipping of the ERC 2 material) for three (3) years from the date of this change order regardless of the date of discovery of any such deficiency; *except that* the City may not submit a claim or demand pursuant to this extended warranty if the condition of the Wall ERC 2 does not deteriorate during the 3-year period of the extended warranty.

For any legal action by the City against Bush based on deficiencies in these other areas of Wall ERC 2 or based on Bush's failure to correct and repair such deficiencies (including but not limited to an action based on a failure by Bush to honor its extended warranty), Bush waives any and all defenses based on statutes of limitation or statutes of repose so long as the legal action is commenced within four (4) years from the date of this change order. For any legal action filed by the City more than four (4) years from the date of this change order related to these other areas, Bush may assert defenses based on statutes of limitation or statutes of repose without limitation. The City may not base any legal action on a deficiency in these other areas if the condition of the Wall ERC 2 does not deteriorate during the 3-year period of the extended warranty.

Bush agrees to this 3-year extended warranty and 4-year waiver of defenses in lieu of replacing or repairing the existing Wall ERC 2 in these other areas.

c. Exclusion

Notwithstanding the above warranties, the City agrees that Bush will not be providing any warranty for its work to repair exterior ERC defects (see Section 4.b., above, and *Attachment C*) where the defects are at the base of a wall and immediately above the exterior slab.

5. Other Issues:

Bush shall complete any correction or repair of a deficiency under its warranties within thirty (30) days of receiving notice from the City that such correction or repair is needed. Bush shall replace or repair all ERC 2 in any room where a deficiency exists.

In general, Bush agrees to perform the work specified in this change order, and agrees to the other terms of this change order, at no cost to the City, in exchange for the City's agreement to not require full and immediate removal and replacement of the ERC 2 throughout the entire Pet Adoption Center building.

This change order is not intended to cover other issues at the Pet Adoption Center, such as exterior slab movement or leaks near windows. By entering this change order, the City is not waiving its rights claims, demands, causes of action or defenses as to any deficiencies in Bush's construction other than the installation of the ERC 1 or ERC 2. The parties agree that the applicable periods of limitations for any action by the City related to the exterior slab's movement commenced to run on June 28, 2018, when it was brought to the City's attention; and for any action related to leaks

in or near windows, the applicable periods of limitations commenced to run on August 27, 2018, when the City discovered it. Bush hereby agrees to not assert any legal or equitable defenses based on the passage of time (including but not limited to statutes of limitations, statutes of repose, periods of limitations, or defenses regarding or related to timeliness) in any court action or other action, such as arbitration, regarding or related to the exterior slab movement or leaks in or near windows, if such defenses include, or are based in whole or in part upon, claims accrued prior to June 28, 2018 and August 27, 2018, respectively.

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon approval by the Owner's governing body.

On behalf of Owner:

Title

Name

Signature

Date


On behalf of Contractor:

President

Title

Michael Bush

Name



Signature

November 5, 2018

Date

ATTACHMENT A

January 23 and June 12, 2018, Memoranda from Richard First of BASF



The Chemical Company

January 23, 2018

To: George Lenzi (West Coast Industrial Flooring, Inc)

cc: Carl Bredl, Jeff Donnell, Sunup Mathew (BASF)

Re: Clovis Pet Adoption Repair

Dear George:

I am writing to address the recommended repair methodology for the existing MasterTop epoxy wall system on the referenced project. The existing wall surface should be thoroughly sanded using #36 sandpaper. The resultant surface should be vacuumed and solvent wiped. Once the solvent has evaporated, prime using MasterTop GP500. Once cured (i.e. overnight) apply a coat of MasterTop GP500 mixed with Cab-O-Sil or Aerosil. Embed the specified fiberglass mesh into the freshly applied coat. Once cured (overnight), apply a second body coat of the GP500 mixed with Cab-O-Sil or Aerosil. Broadcast decorative flakes into the freshly applied resin. Once cured (overnight), scrape any loose flakes using a steel trowel and vacuum. Apply a grout coat of GP500, sand thoroughly with #80 sandpaper, vacuum and solvent wipe. Once cured (overnight), apply desired final top coat.

Please do not hesitate to contact me with any further questions

Regards,

A handwritten signature in dark ink, appearing to read "Richard First".

Richard First
Sr. Technical Product Specialist
BASF Construction Systems
p: 216-839-7452
c: 216-513-2353
e: richard.first@basf.com
BASF – We create chemistry



The Chemical Company

June 12, 2018

To: Cameron Baxter (WCIF, Inc)
cc: Carl Bredl, Jeff Donnell (BASF) Clovis Pet
Re: Adoption Repair - Update

Dear Cameron:

BASF recommends the following for increasing the height of the epoxy wall finish system from 4' to 6' prior to re-application of fiberglass reinforced epoxy colorflake wainscots. As I understand, cement board will be affixed above the existing epoxy wall finish to allow for the epoxy wall finish to be applied to the new, desired height. In order to accomplish this transition, the entire existing wall surface should be thoroughly sanded using #36 sandpaper below the current top termination. The resultant surface should be vacuumed and solvent wiped. The metal corner bead should be mechanically roughened and primed with water-based epoxy.

The gap between the two surfaces should be filled using MasterTop GP500 mixed with Cab-O-Sil or Aerosil. Once cured (likely overnight), a light grind may be useful to ensure the transition is relatively smooth and even. Prime the sanded lower portion and upper (new) cement board using MasterTop GP500. Once cured (i.e. overnight), apply a coat of MasterTop 504 resin with the MasterTop 500TIX hardener and embed fiberglass over the entire surface. Apply a saturant coat of 504/500TIX to fill in the fiberglass. Apply a banding coat of MasterTop 504/500TIX to the fiberglass butt joints, allow to cure overnight and sand before applying a MasterTop 504/500TIX body coat to the entire 6' wall surface; broadcast decorative flakes into the freshly applied resin. Once cured (overnight), scrape any loose flakes using a steel trowel and vacuum. Apply a grout coat of clear GP500, sand thoroughly with #80 sandpaper, vacuum and solvent wipe. Once cured, apply clear MasterTop TC 683 LO top coat. The resultant epoxy wall finish system will be seamless, but it is likely the transition between the two sections could be visible.

Please do not hesitate to contact me with any further questions

Regards,

Richard First
Sr. Technical Product Specialist
BASF Construction Systems
p: 216-839-7452
c: 216-513-2353
e: richard.first@basf.com
BASF – We create chemistry

BASF Construction Systems
889 Valley Park Drive
Shakopee, MN 55379

<https://www.master-builders-solutions.basf.us/en-us>

ATTACHMENT B

Requirements for Repair of Defects other than the Seven Canine Rooms
(April 9, 2018, Report from George Miers)

SWATT | MIERS ARCHITECTS

DOG ROOM AREA CORRECTION ISSUES

DATE OF SITE VISIT:	April 6, 2018	TIME:	10:00am – 12:00pm
DATE ISSUED:	April 9, 2018	WEATHER:	Clear/cloudy
PROJECT:	City of Clovis Animal Care Facility (1002)	TEMPERATURE:	65°F
LOCATION:	85 Temperance Ave., Clovis, CA 93612		
PRESENT:	George Miers, (GM) Swatt Miers Architects George Rodriguez, (GR) Erin Ford, (EF)		

FIELD OBSERVATIONS: The following observations include construction correction issues that should be corrected at the time the other corrective work in the 7 Canine Rooms occurs. Most of these issues involve epoxy resin although others do not. All of them noted appear to be issues that were inherent to the original construction and should have been either part of the original punchlist or included under the original warranty. The most significant is Condition #1 described below which appears to involve settling of the dog room exterior play areas. As the slab has settled the ERC has cracked and water from both washdown and the elements has gotten into the joints and further exacerbated the problem. Interestingly, this situation only appears at the 4 dog rooms with exterior exercise areas and not at the Dog Ward exterior runs. As noted in Condition 1, Photo 1, there has been an attempt to fill these joints with an inappropriate filler that has failed. It is my understanding from Shelter staff that this filler was installed by the General Contractor, Bush, although we have no formal indication of that. The various conditions include those indicated in photographs and described below. An accompanied plan is provided that calls out the location of these conditions by number.

Condition 1 - Flat Work/concrete slab is settling separate from the main building which has cracked the ERC. First the reasons for the settlement should be identified and a determination of future settlement established. Then the existing ERC needs to be ground down, joints cleaned and filled with an appropriate filler and new ERC-1 applied.

Condition 2 - Crack in CMU wall - Fill and seal

Condition 3 - Water appears to be seeping under the Pemko threshold. One threshold should be removed to determine the problem. We suspect that a bead of caulk rather than the specified "bed" of caulk was used. The resultant water migration has stained the concrete just beyond the threshold. Assuming this to be the case, the threshold's should be removed, a bed of caulk laid down and a new wider Pemko threshold installed that will cover the stained concrete area. This condition occurs at all 7 dog rooms.

Condition 4 - Infill gap in ERC wall - This was identified in only one location. See Plan Exhibit.

Condition 5 - ERC base has been infilled with an unknown material. This should be removed and repaired with the correct ERC.

Condition 6 - Base at CMU divider walls - Clean up the uneven base which appears to have been "sacked" but which is now flaking off.

Condition 7 - Kennel Gate Connection to CMU walls - The gates were galvanized but we assume during the installation/welding process, the galvanized surface was worn away and now the exposed steel is rusting. This should have been touched up during the construction process.

Dog Room Correction Issues

Page 2 of 5

Condition 8 - CMU edge has been chipped away in one location which has removed the ERC and exposed the CMU to water absorption and staining which in turn undermines the integrity of the remaining ERC.

Condition 9 - Base to Floor ERC Discoloration - This is less a defect than a need for an explanation. It seems to be most pronounced all along the interior walls of Dog Ward 1.



CONDITION #1, Photo 1: Flat work slab is moving away from building which has cracked the ERC at the corner. ERC to be ground down, joint cleaned & filled and new ERC applied.



CONDITION #1, Photo 2: Similar to photo 1.



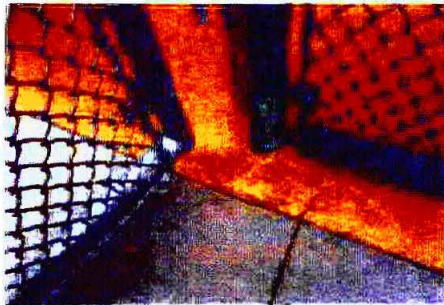
CONDITION #1, Photo 3: Settling at wall & threshold.



CONDITION #1, Photo 4: Slab settling at door threshold.



CONDITION #1, Photo 5: Similar to photo 1.



CONDITION #1, Photo 6: Flatwork slab is settling at gate post.

Dog Room Correction Issues
Page 3 of 5



CONDITION #1, Photo 7: ERC cracking at exterior kennel to walkway.



CONDITION #1, Photo 8: Cracking at wall and threshold.



CONDITION #1, Photo 9: Similar to photo #8.



CONDITION #2, Photo 10: Crack in CMU wall.



CONDITION #3, Photo 11: Water seepage & staining under threshold.



CONDITION #3, Photo 12

Dog Room Correction Issues
Page 4 of 5



CONDITION #4, Photo 13: Gap in wall ERC



CONDITION #5, Photo 14: Unknown fill at ERC base.



CONDITION #5, Photo 15



CONDITION #6, Photo 16: Clean up concrete base.



CONDITION #6, Photo 17

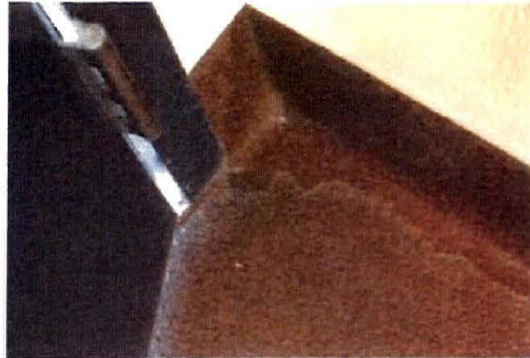


CONDITION #7, Photo 18: Rusting of galvanized gate connection to CMU wall.

Dog Room Correction Issues
Page 5 of 5



CONDITION #8, Photo 19: Repair chipped CMU edge & coat with ERC.



CONDITION #9, Photo 20: Base to floor discoloration throughout Dog Kennel Ward #1.



NOTE: During dog room renovation, be sure to completely remove HVAC grills & SMT shields prior to installing new wall ERC.

ATTACHMENT C

June 12, 2018, Memorandum from Christopher Bauer of BASF



The Chemical Company

June 12, 2018

To: Cameron Baxter (West Coast Industrial Flooring, Inc)

cc: Carl Bredl (BASF)

Re: Clovis Pet Adoption Repair - Update

I am writing to follow up on the discussion we had last week regarding the thermal shock movement at the wall base. The cracking along the bottom of the cove base is likely due to movement resulting from external temperature changes. Epoxy resins are rigid and are not suited for exposure to direct sunlight or extreme thermal shock. The lack of cover at these outside kennels is creating a surface temperature change that is causing the concrete slab and wall substrates to move. The rigid epoxy flooring will not bridge or move with the substrate. The cracking is a result of that movement and is environmental and not the result of application.

Even with the addition of a roof structure over these kennels, the best solution is routing out the cracking to its full vertical width; making sure to maintain a 2 to 1, width to depth ratio; priming with *MasterSeal P173* primer, placing backer rod and filling it with *MasterSeal NP2* sealant. The same process should be used to treat the circular cracking at the gate posts along the back of the outside kennels. The *MasterSeal NP2* comes in 40 standard colors, but it is a solid color material and will look different than the colorquartz epoxy flooring. This will be a maintenance item for the facility moving forward.

In addition, for the internal repairs other facilities have placed an corner protector on top of the epoxy wall system on the internal corner beads to provide additional protection.

Please do not hesitate to contact me with any further questions

Sincerely,

Mr. Christopher M. Bauer
Regional Sales Manager – Western United States
Commercial & Industrial Flooring
Construction Systems, BASF Corporation
Mobile: 952-334-4661



AGENDA ITEM NO: 4
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Personnel/Risk Management Department

DATE: December 3, 2018

SUBJECT: Approval – Res. 18-____; 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 General Services Department.

ATTACHMENTS: (1) Res. 18-____, Position Allocation Plan
(2) Exhibit A – Position Allocation Adjustment

CONFLICT OF INTEREST

None

RECOMMENDATION

Approve Resolution 18-____; 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 in the General Services Department.

EXECUTIVE SUMMARY

Currently, the General Services Department is authorized for two (2) Administrative Assistant positions and three (3) Principal Office Assistant positions. It is recommended that the City's Position Allocation Plan be amended to add one (1) additional Administrative Assistant position which would result in a total of three (3) Administrative Assistant positions in the department. One (1) Principal Office Assistant position will be eliminated leaving a total of two (2) Principal Office Assistant positions. Council Approval is required for changes to the Position Allocation Plan.

BACKGROUND

The General Services Department has recently evaluated the work assignments in the department and has determined that the addition of one (1) Administrative Assistant position and the elimination of one (1) Principal Office Assistant position will more efficiently support the current needs of the department. The desired change results in the need to modify the City's Position Allocation Plan which requires Council approval.

FISCAL IMPACT

The fiscal impact of salary and benefits for the remainder of FY 18-19 is approximately an additional \$5,000. There are adequate funds in the General Services Department budget to cover the costs of this position.

REASON FOR RECOMMENDATION

The addition of one (1) Administrative Assistant and the elimination of one (1) Principal Office Assistant better suits the staffing needs of the General Services Department. The change must be reflected in the authorized FY18-19 General Services Department position allocation. Modification of the Position Allocation Plan requires Council Approval.

ACTIONS FOLLOWING APPROVAL

The position allocation for the General Services Department will be modified as noted in Exhibit A. The position vacancy will be filled through the current eligible list.

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 FY 18-19 POSITION ALLOCATION PLAN**

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

WHEREAS, the FY18-19 Position Allocation was approved as part of the FY18-19 city budget adoption process; and,

WHEREAS, it has been determined that there is an operational need for one (1) additional Administrative Assistant position. The Department will delete one (1) Principal Office Assistant position.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis, that the City's FY 18-19 Position Allocation shall be adjusted as noted in Exhibit A attached.

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 3, 2018 by the following vote to wit:

AYES:

NOES:

ABSENT:

Dated December 3, 2018:

Mayor

City Clerk

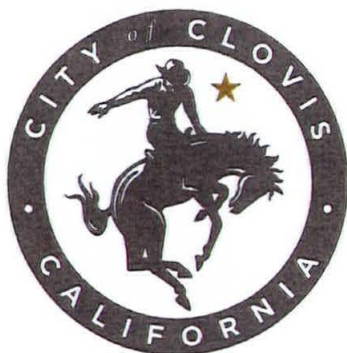
EXHIBIT A

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 18-19

<u>DEPARTMENT</u>	<u>NUMBER OF POSITIONS</u>
-------------------	----------------------------

General Services Department

Add: Administrative Assistant	1.0
Delete Principal Office Assistant	1.0



AGENDA ITEM NO: 5
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: December 3, 2018

SUBJECT: Approval – Authorization of an Agreement between the City of Clovis and the City of Fresno for Coordination of Fixed-Route Transit Services.

ATTACHMENT: (A) Clovis/Fresno Reciprocal Agreement

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve the proposed agreement between the City of Clovis and the City of Fresno for fixed-route transit service and to authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

In order to provide a more seamless transportation system, the City of Fresno's Fresno Area Express (FAX) provides Route 9 bus service on Shaw Avenue in Clovis under an agreement. The current transit agreement has not been substantively updated since it was adopted in 1994. Historically, the agreement has been amended annually to reflect revised annual service costs. Annual amendments will be unnecessary if the proposed agreement is approved. Staff has worked with FAX over the last 18 months to completely rewrite the agreement. The new agreement updates legal and insurance language, provides for reconciliation formulas for fares and passes between the systems, and memorializes the annual rate formulation for fixed-route service.

One issue that could not be resolved through negotiations is the inherent inequity in between the level of paratransit services offered by the two systems. Currently, Clovis provides service for disabled Clovis residents into Fresno, but Fresno drops

disabled Fresno residents traveling into Clovis at the Clovis City limits. Staff will be utilizing the services of a consultant to provide options to reduce the inequity between paratransit services for the disabled between Fresno and Clovis and will return to Council in the future with a report of findings and recommendations.

BACKGROUND

An important transit element for the Clovis/Fresno Metropolitan area is the fixed-route bus service on Shaw Avenue, which is provided through an annual agreement with Fresno Area Express (FAX). Historically, Council has approved an annual amendment to the 1994 agreement which included service costs specific to the fiscal year. However, the original agreement included outdated insurance, indemnification, and service language. Over the past 18 months, the agreement was completely rewritten through discussions with the City of Fresno. This revised agreement updates legal language, adds fee methodology, fare reconciliation, and removes reference to the coordination of dial-a-ride type paratransit services, such as Roundup and Handy Ride.

The revised agreement includes the methodology and calculations for determining the cost per hour and cost per mile of the FAX Route 9 service into Clovis. Basically, Clovis is charged only for incremental costs of providing the service, not all the costs associated with FAX service. The cost per hour and mile are then multiplied by the number of service hours and miles provided in Clovis. This same methodology has been used for at least the past 15 years. With the methodology included in the revised agreement, Council will approve the cost of the FAX services through the regular budget process instead of through annual amendments to the agreement itself.

Clovis pays for the operation of FAX Route 9 on Shaw Avenue at thirty-minute intervals running consistently east on Shaw to Sunnyside Avenue, Monday through Friday from 6:29 a.m. to 7:25 p.m. Saturday and Sunday service on Route 9 provides transportation east to Sunnyside Avenue on thirty-minute intervals from 7:57 a.m. until 3:40 p.m. Service levels have remained the same over the past fiscal years but will be reevaluated as part of an upcoming system-wide transit study.

The new agreement also defines the reconciliation of fares and passes between the two cities (see Schedule B). Data from our electronic fareboxes will determine where a pass or ticket was purchased and on which system it was used. Quarterly reconciliation will allow for reimbursement of fares collected by one service but used on the other. The revised agreement updates an older Metro Pass agreement for fare reconciliation that had been utilized prior to electronic fare media.

While discussed during negotiations with Fresno, staff was unable to secure a reciprocal agreement regarding dial-a-ride paratransit service. Currently, Clovis provides disabled Clovis residents with Roundup service which provides roundtrip service to Fresno south to Kings Canyon Avenue and west to West Avenue.

However, Fresno does not provide any service into Clovis for disabled Fresno residents. Fresno residents needing to go to Clovis destinations must disembark at the City limits, pay another fare and complete their trip on Clovis Roundup service. (Note: Public transit systems are required by the Americans with Disabilities Act to provide service to any ADA-certified passenger who requests pick-up within their service area.)

Utilizing the expertise of a consultant, staff will be analyzing options for a more equitable provision of paratransit service between the cities of Fresno and Clovis. Currently, Fresno collects the federal transit fund allocation for the entire Fresno/Clovis metropolitan area yet provides no pass-through or additional service to Clovis. Funding sources, legal options, and service options will be evaluated and a final report provided to Council at a future date.

FISCAL IMPACT

The cost of the Clovis portion of FAX Route 9 service is directly related to the annual operating costs for FAX. These costs vary depending upon staffing, fuel costs, and maintenance. Over the last eight fiscal years, the annual cost has increased for five of the years and decreased three years with an average cost increase of 2.065%. The agreement requires Fresno to provide Clovis with projected costs by April for the following fiscal year. The cost for fiscal year 18-19 is \$258,499.37.

REASON FOR RECOMMENDATION

Approval of the revised agreement between Clovis and Fresno replaces an outdated 24-year-old agreement while allowing for annual adjustments as part of the budget system. Future hours, miles or service revisions may require adjustments to Schedule A.

ACTIONS FOLLOWING APPROVAL

- The City Manager will execute the agreement related to FAX fixed-route service and fixed-route fare reconciliation.
- Staff will continue to evaluate options for a more equitable reciprocal agreement between Clovis and Fresno for paratransit service to the disabled.

Prepared by: Shonna Halterman, General Services Director

Submitted by: Shonna Halterman, General Services Director



ATTACHMENT A

**RECIPROCAL AGREEMENT
TO PROVIDE TRANSIT SERVICE**

This Reciprocal Agreement to Provide Transit Service (the "Agreement") is made and entered into this ____ day of _____ 2018, by and between the City of Fresno, a municipal corporation ("FRESNO"), and the City of Clovis, a municipal corporation ("CLOVIS") (collectively, the "Parties").

RECITALS

WHEREAS, FRESNO operates a fixed-route, public transportation service known as the Fresno Area Express ("FAX");

WHEREAS, CLOVIS operates a fixed-route, public transportation service known as the Clovis Stageline ("Stageline");

WHEREAS, it is in the best interest of the users of both the FRESNO and CLOVIS transit systems that the Parties coordinate the above-mentioned transportation services delivered to citizens of both jurisdictions;

WHEREAS, either or both Parties may rely upon grant funding from a variety of sources to fund some or all of the services anticipated herein; and

WHEREAS, the Parties desire and intend to coordinate and to provide transportation services to and within the jurisdiction of the other as specified herein and the providing of these services is in the best interest of the public.

NOW, THEREFORE, in consideration of the mutual promises set forth below, FRESNO and CLOVIS agree as follows:

SECTION 1. TERM OF THE AGREEMENT

a. Term: The term of this Agreement shall begin on July 1, 2018, and shall continue and remain in full force and effect until it is terminated by either party hereto, as hereinafter provided. Upon the termination of this Agreement, if either Party possesses any property (including outstanding reports) belonging to the other, the Party possessing such property will list the property and disclose that list to the other Party and will dispose of the property in the manner the other Party directs, if informed of that direction within a reasonable time.

b. Termination for Convenience: Either Party may terminate this Agreement, in whole or in part, at any time by sixty (60) days' written notice to the other Party. Each Party shall be paid its costs, including contract close-out costs on work performed up to the time of termination. Each Party shall promptly submit its termination claim to be paid by the other.

c. Termination for Default: If either Party fails to perform in the manner called for in this Agreement, or fails to comply with any other provisions of this Agreement, the other Party may terminate this Agreement for default. Termination shall be effected by, first, serving a written notice of default on the defaulting Party setting forth the manner in which the other is in default. The alleged defaulting Party will have thirty (30) days to cure the performance defect. If the default is not cured within that thirty- (30-) day period, the terminating Party may serve written notice of immediate termination. The defaulting Party will only be compensated for services performed in accordance with this Agreement.

1. If it is later determined by the Party giving notice of default that the other had an excusable reason for not performing, such as strike, fire, or flood, events which are not the fault of, or are beyond the control of the other, the Party giving notice, after setting up a new delivery or performance schedule, may allow the alleged defaulting Party to continue work, or to treat the termination as a termination for convenience.

2. In the event of termination for default, each Party shall be paid its costs, including contract close-out costs on work performed up to the time of termination. Each Party shall promptly submit its termination claim to be paid by the other.

3. Notwithstanding the above, the defaulting party shall not be relieved of liability to the other party for damages by virtue of any breach of this Agreement.

SECTION 2. COMPENSATION FOR FIXED-ROUTE SERVICE

In consideration for fixed-route public transportation service to be rendered by FRESNO under the terms of this Agreement, CLOVIS shall compensate FRESNO in the manner specified in Schedule A, to be billed to CLOVIS on a quarterly basis and due and payable within thirty (30) calendar days of the respective billing date. To the extent the Parties share fares that are charged based on fare media that is accepted between both Parties' systems, including, but not limited to, thirty-one-(31-) day passes, ride cards, smart cards, and any other funded fare media (and excluding transfers), the Parties agree to reconcile the amounts to be shared and to compensate the other in the manner specified in Schedule B.

SECTION 3. SERVICE REQUIREMENTS

The Parties shall, during the term of this Agreement, provide each to the other the level of public transportation detailed in Schedule A, or as modified from time to time. The Parties further agree to provide each other with all necessary transit and ridership data necessary to perform the obligations assumed pursuant to this Agreement on a quarterly basis, within thirty (30) calendar days of the end of the calendar quarter.

SECTION 4. SYSTEM COORDINATION

FRESNO and CLOVIS shall coordinate respective transit services through scheduling, exchange of service information, and accepting transfers between systems for free passage from one system to another provided the fares are the same, or where the fares differ, the difference between the fares is to be collected by the Party accepting the transfer.

SECTION 5. TRANSFERS

Each Party shall be responsible for providing pre-printed transfers, capable of being printed to reflect the date of issue (*i.e.*, month and day) for customers transferring to the other Party's system, or transfers that are compatible with the Genfare farebox system used by both the CLOVIS and FRESNO systems. These transfers shall be valid for ninety (90) minutes past the time cut when presented at a designated transfer point. Both FAX and Stageline drivers shall accept such valid transfers only at established transfer points. Each Party's drivers shall issue a transfer to passengers declaring their intent to transfer to the other Party's system.

SECTION 6. BUDGET ESTIMATES

FRESNO agrees to provide CLOVIS with the annual estimated costs for providing fixed-route service pursuant to Schedule A no later than April 1st of each year for the following fiscal year.

SECTION 7. REPORTS

FRESNO shall provide CLOVIS with quarterly reports for boardings and alightings for fixed-route operations within CLOVIS city limits. The data should be provided as to both daily and monthly totals. In addition, FRESNO and CLOVIS shall both provide to the other quarterly reconciliation reports as stated in Schedule B. All such reports shall be provided within thirty (30) calendar days following the end of the quarter.

SECTION 8. SERVICE ADJUSTMENTS

CLOVIS or FRESNO may adjust the services reflected in Schedules A and B, provided the other Party is notified in writing at least ninety (90) calendar days in advance of any such change, subject to any federal or State regulations which may apply, and in accordance with Section 12 of this Agreement.

SECTION 9. INDEMNIFICATION

a. Each Party (Indemnitor) shall defend, indemnify, and hold harmless the other Party (Indemnitee) and its agents, representatives, officers, directors, employees, members, affiliates, attorneys, heirs, successors, and assigns (the "Related Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including consultant fees) ("Claim") of any kind, nature and

description directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of the Indemnitor or their Related Parties', and liabilities of every kind and character whatsoever, which may arise by reason of any act or omission by Indemnitor or their Related Parties in the performance of or failure to perform the Indemnitor's obligations under this Agreement, including, but not limited to the Indemnitor's breach of any of the representations or warranties contained in this Agreement; provided nothing herein shall constitute a waiver by Indemnitor of governmental immunities, including, but not limited to, those set forth in the California Government Claims Act, Government Code sections 810 through 998.3. The obligations of this Section 9 shall survive any termination or expiration of this Agreement

b. Notwithstanding anything stated herein to the contrary, neither Party shall be liable to the other for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits in connection with this Agreement.

SECTION 10. LIABILITY INSURANCE

a. Without in any way limiting either Party's liability or indemnification obligations set forth in this Agreement, each Party (Insuring Party) shall secure and maintain, at its own cost and expense, for the full term of this Agreement, a broad-form comprehensive coverage policy of public liability/contractual indemnification insurance issued by an insurance company acceptable to the other Party (Insured Party) and authorized to issue such insurance in California, covering the Insured Party, its officers, agents, and employees against loss or liability caused by or connected with the Insuring Party's transportation operations. Such insurance shall

name the Insured Party, its officers, agents, and employees as "additional insureds," by certificate or endorsement at the Insured Party's option, showing coverage in amounts not less than \$10,000,000 for combined bodily injury and property damage, with a maximum deductible of \$10,000 per claim or loss, provided that a larger deductible amount shall be allowed upon demonstration to the Insured Party's satisfaction (or the posting of security in lieu thereof) of the Insuring Party's ability to meet the larger deductible and/or self-insurance coverage requirement.

b. The certificate or endorsement shall be delivered to the Insured Party prior to commencing service hereunder and any subsequent certificate or endorsement shall be forwarded to the Insured Party promptly upon any change, replacement, rewriting, or renewal. Upon demand, the Insuring Party shall provide a complete copy of any such policy or policies of insurance. The certificate or endorsement shall contain a provision that the insurance policy or policies required by this Agreement may not be canceled for any reason without thirty (30) days prior written notice being actually delivered to and received by the Insured Party at the address listed in this Agreement. Such certificate or endorsement shall also reflect a cross-liability insurance endorsement acceptable to the Insured Party, including contractual indemnification coverage as required above.

c. In lieu of a certificate or endorsement reflecting liability insurance policies as required above, the Insuring Party may provide the Insured Party with a certificate that it elects to self-insure pursuant to the obligations of this Agreement. The Insuring Party's certificate shall be in a form acceptable to the Insured Party and shall commit the Insuring Party to maintain self-insurance fund of at least

\$4,000,000 in a separate reserve account to be used only for self-insurance purposes, including covering the losses specified in Section 9 of this Agreement.

SECTION 11. AVAILABILITY OF FUNDS

The funds to be used by either Party for annual operating expenses may be grant funds under various grant agreements between the Party and the State of California, the U.S. Department of Transportation, Federal Transit Administration and/or others. The availability of such funds is subject to the control of the grant-giving agency, and should such funds be encumbered, withdrawn, or otherwise made unavailable, service-level adjustments may be required. Both Parties agree to meet to discuss funding issues, service levels, and any potential solutions, prior to implementation of service-level adjustments resulting from loss of funding.

SECTION 12. AGREEMENT MODIFICATION

The Parties may from time to time require changes in the scope of the services and/or in the performance of such services. Such changes – including but not limited to: (1) any change in service levels; (2) any change in the amount of compensation; (3) route or scheduling modifications; or (4) any other such modifications to which both Parties mutually agree – may be incorporated as a part of this Agreement when put forth in writing and signed by both Parties. All terms and conditions specified in this Agreement shall remain in full force and effect unless otherwise modified in accordance with this Section, or until such time as this Agreement is terminated by either Party. For the purposes of this Section, the individuals authorized to execute documents modifying this Agreement shall be

CLOVIS's City Manager or designee, and FRESNO's Transportation Director or designee.

SECTION 13. ASSIGNMENT

There shall be no assignment by either Party of its rights or obligations under this Agreement without the prior written approval of the other Party. All obligations under this Agreement are for the benefit of the Parties and shall be binding upon both Parties and their respective successors and assigns.

SECTION 14. INSPECTION OF RECORDS

Each Party shall maintain records including, but not limited to, service, transportation and dispatch reports and all other pertinent records sufficient to reflect properly all expenses and charges derived from the provision of services pursuant to this Agreement (collectively, the "Financial Records"). Each Party shall preserve its Financial Records for at least three (3) years from the last day of the fiscal year from which the expenses and charges were incurred. Upon at least fourteen (14) days advance written notice from either Party, the other Party shall promptly give any authorized representative of the requesting Party access to the Financial Records with respect to all matters covered by this Agreement for purposes of audit and examination during regular business hours.

SECTION 15. WAIVER

No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude a Party from any or further exercise of any right or remedy.

SECTION 16. AMBIGUITY

The Parties, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, both Parties shall be treated as equally responsible for such ambiguity.

SECTION 17. PARAGRAPH TITLES

The headings of the paragraphs of this Agreement are for convenience only and shall not in any way affect the interpretation of any provision or condition of this Agreement.

SECTION 18. EXECUTION OF OTHER DOCUMENTS

The Parties shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

SECTION 19. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement. Copies of signatures shall have the same force and effect as original signatures.

SECTION 20. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding its choice of law rules. Venue for purposes of the filing of any action regarding the enforcement or

interpretation of this Agreement and any rights and duties hereunder shall be in Fresno, California.

SECTION 21. SEVERABILITY

If any provision of this Agreement is held invalid, void or unenforceable by a court of competent jurisdiction, but the remainder of the Agreement can be enforced without failure of material consideration to either Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

SECTION 22. ATTORNEY'S FEES

If either Party commences any proceeding or legal action to enforce any term, covenant or condition of this Agreement, the prevailing Party in such a proceeding or action shall be entitled to recover from the other Party reasonable attorney's fees and legal expenses.

SECTION 23. NOTICES

Any notices hereunder to the respective Parties shall be deemed delivered if given in writing, mailed with postage prepaid, addressed to the respective Party at the address given below or at such other address as the Parties may from time to time designate by written notice:

CITY OF FRESNO:
Gregory Barfield
Interim Transportation Director
2223 "G" Street
Fresno, CA 93706

CITY OF CLOVIS:
Luke Serpa
City Manager
1033 Fifth Street
Clovis, CA 93612

SECTION 24. EXTENT OF AGREEMENT

This Agreement represents the entire, integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day, month, and year first written above.

CITY OF CLOVIS

CITY OF FRESNO

By: _____
Luke Serpa, City Manager

By: _____
Gregory Barfield Interim
Transportation Director

ATTEST:
John Holt
City Clerk

ATTEST:
Yvonne Spence
City Clerk

By: _____
Date

APPROVED AS TO FORM:
David J. Wolfe
City Attorney

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

By: _____

By: _____
Brandon M. Collet
Senior Deputy City Attorney
Date

AGREEMENT TO PROVIDE TRANSIT SERVICE

Schedule A

FRESNO shall provide thirty- (30-) minute headway, fixed-route service on Shaw Avenue in CLOVIS from the city limit between FRESNO and CLOVIS, east to Sunnyside Avenue, returning on Hoblitt and Cole Avenues to westbound Shaw Avenue.

FRESNO will provide weekday service from 6:29 a.m. to 7:29 p.m. and weekend service from 7:57 a.m. to 3:40 p.m. The following holidays are excluded from FRESNO's fixed-route service obligations: Thanksgiving Day and Christmas Day. Reduced service is provided on the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, the day after Thanksgiving, and Christmas Eve.

The cost of FRESNO's fixed-route service provided to CLOVIS under this Agreement will be calculated based on scheduled route hours and miles. The following methodology shall be used to calculate the annual service cost for FRESNO's fixed-route transit services in CLOVIS:

Cost of Route Hours:

Based on the FRESNO budget estimates provided pursuant to Section 6 of the Agreement, calculate the "Cost per Hour" as follows:

- Using FRESNO's Operation Division's budget, determine the estimated budgeted incremental costs.
 - Start with total Operations Division Employee Services budget
 - Deduct all Non-Driver Employee Services costs.
- The difference between the two is the "Net Employee Services Cost."
- Multiply the Net Employee Services Cost by the number of revenue service driver pay hours budgeted for the fiscal year.
- The result of that computation is the Cost per Hour.
- The Cost per Hour is then multiplied by the total number of service hours estimated for this Agreement for the fiscal year to establish the annual "Cost of Route Hours."

Cost of Route Miles:

Based on the FRESNO budget estimates provided pursuant to Section 6 of the Agreement, calculate the "Cost per Mile" by determining the total "Direct Vehicle and Operations Maintenance Costs" by adding up the following line items:

Hazardous Waste Management (Acct. 53401); Outside Repair, Maint. & Service - Bldg. (Acct 54301); Outside Repair and Maint/Vehicles (Acct. 54304); Outside Repair and Maint./Equip (Acct 54305); Computer Software (Acct. 56110); Materials and Parts/Vehicles (Acct. 56115); Materials and Parts/Equipment (Acct 56116); Inventory (Acct. 56121); Materials & Supplies – Tires (Acct. 56124); Lubricating Oils and Fuels (Acct. 56240); Diesel Fuel (Acct. 56261); Alternative Fuel (Acct. 56262); and Taxes and Bond Premiums (Acct. 58010).

- Divide the total Direct Vehicle and Operations Maintenance Cost by the number of vehicle operating miles (including deadhead time, road calls, road tests, etc.) budgeted for the fiscal year.
- The result of that computation is the "Cost per Mile."
- The Cost per Mile is then multiplied by the total number of service miles estimated for this Agreement for the fiscal year to establish the annual "Cost of Route Miles."

The "Total Cost of Services" for the fiscal year is the sum of the annual Cost of Route Hours plus the annual Cost of Route Miles.

RECONCILIATION OF TRANSIT SERVICE FARES

Schedule B

FRESNO and CLOVIS agree to accept all fare media from the other Party. To the extent that one Party provided greater service during a year to the holders of the other Party's fare media as determined by the number of rides provided, the Parties shall reconcile an amount owed to the Party that provided the greater number of rides.

The fares shall be reconciled in the following manner:

- (1) Quarterly, each Party will provide to the other the following reporting data:
 - (a) CLOVIS will provide to FRESNO an accounting of all ridership using FRESNO fare media on CLOVIS vehicles.
 - (b) FRESNO will provide to CLOVIS an accounting of all ridership using CLOVIS fare media on FRESNO vehicles.
 - (c) The determination of which Party's fare media was used will be based on the agency code of the fare media. Each report shall be divided into the specific fare type (e.g., 31-day pass, 10-ride card, transfer, etc.)
 - (d) Transfers, which are free to riders in both transit systems, are not subject to the reconciliation.
- (2) Reconciliation: When comparing the ridership and fare media data between item (1)(a) and (1)(b) above, the smaller number of rides will be deducted from the larger number of rides. The difference in the number of the rides shall be multiplied by a per-ride fare rate and paid to the Party that provided the larger number of rides during the fiscal quarter. The per-ride fare to be paid will equal ninety percent (90%) of the non-discounted cash fare for a single ride.

EXAMPLE:

- FRESNO provided 2000 rides to passengers who used CLOVIS passes during the quarter.
- CLOVIS provided 5000 rides to passengers who used FRESNO passes during the quarter.
- Deduct the 2000 FRESNO rides from the 5000 CLOVIS rides, for a difference of 3000 rides.

- The non-discounted cash fare is \$1.25 per ride. Ninety percent (90%) of the non-discounted cash fare is \$1.13.
- Multiply the 3000 rides by the per-ride reconciliation fare of \$1.13 for a total of \$3390.00.
- In this example, FRESNO would owe CLOVIS \$3390.00 for the quarter.



AGENDA ITEM NO: 6
City Manager: *[Signature]*

CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: December 3, 2018

SUBJECT: Approval – Waive the City's Normal Procedures for emergency contract award of CIP 18-06 Locan-Enterprise Storm Drain Inlet, and; Authorize the City Manager to execute the contract on behalf the City.

ATTACHMENT: (A) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to waive the City's normal procedures and award an emergency contract for CIP 18-06 Locan-Enterprise Storm Drain Inlet to Haydon Construction Inc. in the amount of \$53,000.00 and;
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

This project will alleviate a portion of storm water from heading south along Locan Avenue that is currently coming from the development on Enterprise Avenue just east of Locan Avenue. It will in turn lessen the flooding near the intersection of Locan Avenue and Nees Avenue during large rain events.

The project involves constructing one Double Type "D" Inlet on the southeast corner of Enterprise Avenue and Locan Avenue and connecting it to an existing storm drain manhole in the center of the intersection with 48-feet of 24" RCP Class IV storm drain pipe. The work shall involve excavation, disposal of excessive materials, trenching, backfilling, trench compaction, furnishing and installation of precast storm drain inlet, reinforced concrete

pipings, modification of existing storm drain manhole, check valve, fitting and all related apparatus, grouting, asphalt-concrete pavement re-surfacing, and concrete re-surfacing.

BACKGROUND

The design for this project was completed the last week of September 2018. Engineering staff estimated the construction costs to be less than the \$45,000. Therefore, consistent with the City's normal procedures for contracts up to \$45,000, staff submitted a request for quote to six local undergrounding contractors that the City has worked with previously. By October 15, 2018, staff had received quotes from two contractors. Staff continued to request the quotes from the remaining contractors. By November 15, 2018 staff had received notice from all of the remaining contractors acknowledging their construction crews are too busy and are unable to perform the work in a timely manner.

Staff analysis of the received quotes and responses from the contractors compared to the engineers estimate indicates that the quoted costs are reflective of busier than typical construction market.

The following is a summary from the request for quotations:

CONTRACTORS	QUOTATIONS
Haydon Contractors, Inc.	\$ 53,000.00
SET Service	\$ 72,000.00
Floyd Johnston Construction, Co., Inc.	Too Busy to Submit
Agee Construction Corp.	Too Busy to Submit
George Dakovich & Sons, Inc	Too Busy to Submit
Browning Contractors Inc.	Too Busy to Submit
ENGINEER'S ESTIMATE	\$ 40,000.00

FISCAL IMPACT

The project is solely supported by the City Street Fund of the City Community Investment Program.

REASON FOR RECOMMENDATION

The informal bidding process (allowable for contracts between \$45,000 and \$175,000) would take a minimum of 30 additional days to process, with the City unlikely to obtain any different results. The rainy season has begun and it is prudent to minimize the effects of flooding in the area of the project as soon as possible. Waiving the normal procedures would allow us to immediately begin construction on this project. Haydon Contractors, Inc. has submitted the lowest quote and there are sufficient funds available for the anticipated costs of this project.

ACTIONS FOLLOWING APPROVAL

1. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
2. Construction will begin as soon as possible after contract execution and be completed in twenty (20) working days thereafter.

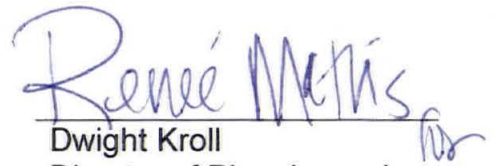
Prepared by: Thad Avery, Associate Engineer

Submitted by:



Michael Harrison
City Engineer

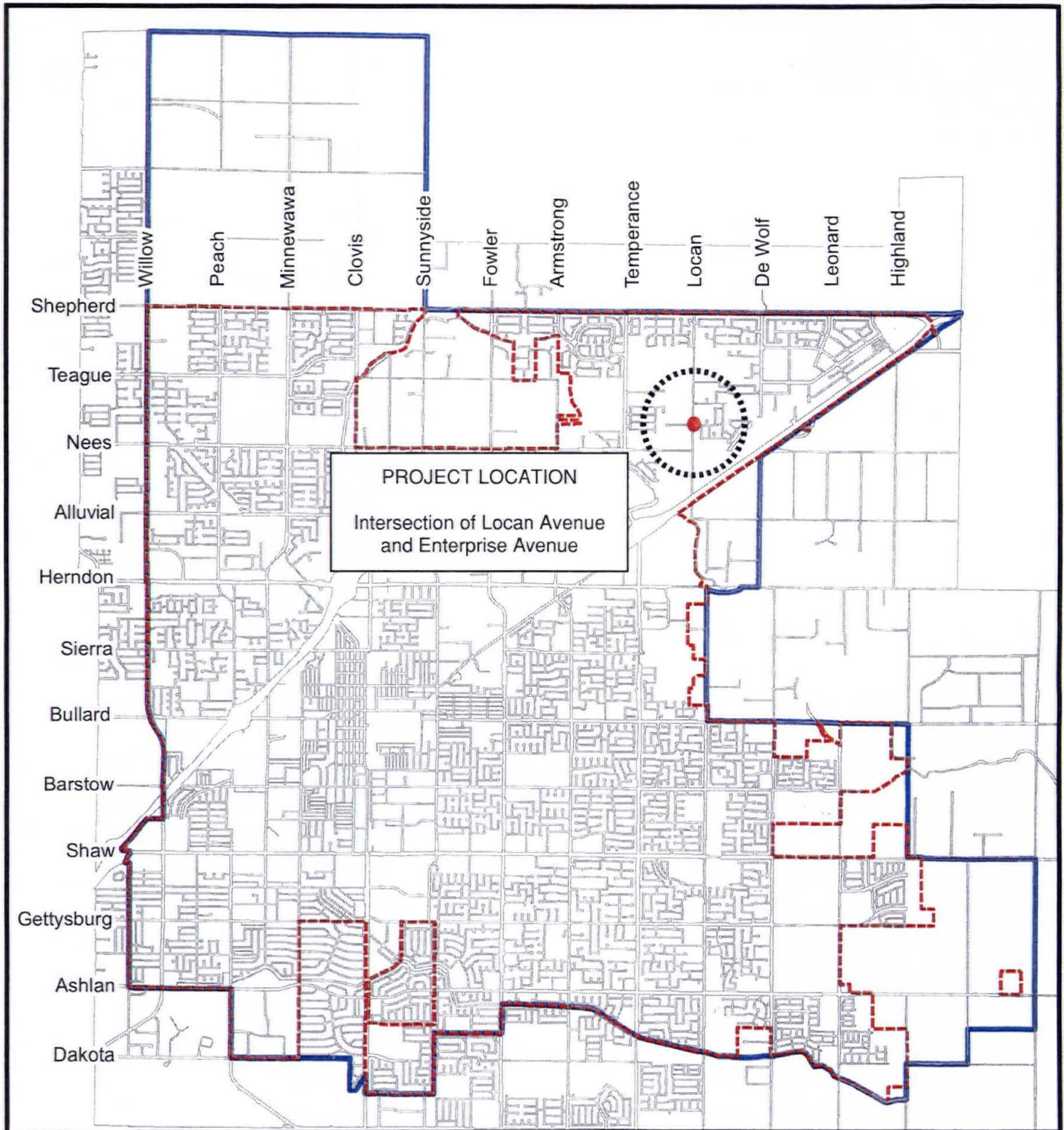
Recommended
by:



Dwight Kroll
Director of Planning and
Development Services

VICINITY MAP

CIP 18-06, Locan/Enterprise Storm Drain Inlet



ATTACHMENT A



 CITY LIMITS  SPHERE OF INFLUENCE

August 25, 2017

Prepared By: Thomas Cheng



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: December 3, 2018

SUBJECT: Approval - Final Acceptance for CIP 16-04, Well No. 11A Drilling and Development.

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 construction of one new water-well with reverse rotary gravel envelope method at the City of Clovis Well Site No. 11A, which is located at 1801 Stanford Avenue near the Jefferson Elementary School and approximately 400 feet north of Shaw Avenue. The work involved installing and sealing a conductor casing, drilling a pilot hole, isolating depth intervals and water sampling, reaming the hole to 30 inches in diameter, installation of casing, gravel pack, gravel feed tube, sounding tube, development, pump testing, and installation of pump pad. The final depth of the casing was 565 feet. It is estimated that the well will be able to produce 800 gallons per minute.

The work also included clearing, grubbing, cleaning, and temporary chain link fencing for well development and the area around the proposed wellhead. Clearing and grubbing of the entire well site was not part of this project.

BACKGROUND

Bids were received on February 20, 2018, and the project was awarded by City Council to the low bidder, Nor-Cal Pump & Well Drilling, Inc., on March 12, 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	\$ 443,546.00
2.	Cost increases/decreases resulting from differences between estimated quantities used for award and actual quantities installed.	(\$ 45,710.00)
3.	Contract Change Orders	\$ 0.00
4.	Liquidated Damages Assessed	<u>\$ 0.00</u>
Final Contract Cost		\$ 397,836.00

This project was approved in the Community Investment Program 2017-2018 fiscal year budget and is solely supported by the City Community Investment Program at the request of the Public Utilities Department and is funded by the Water Enterprise Fund.

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, Nor-Cal Pump & Well Drilling, 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:

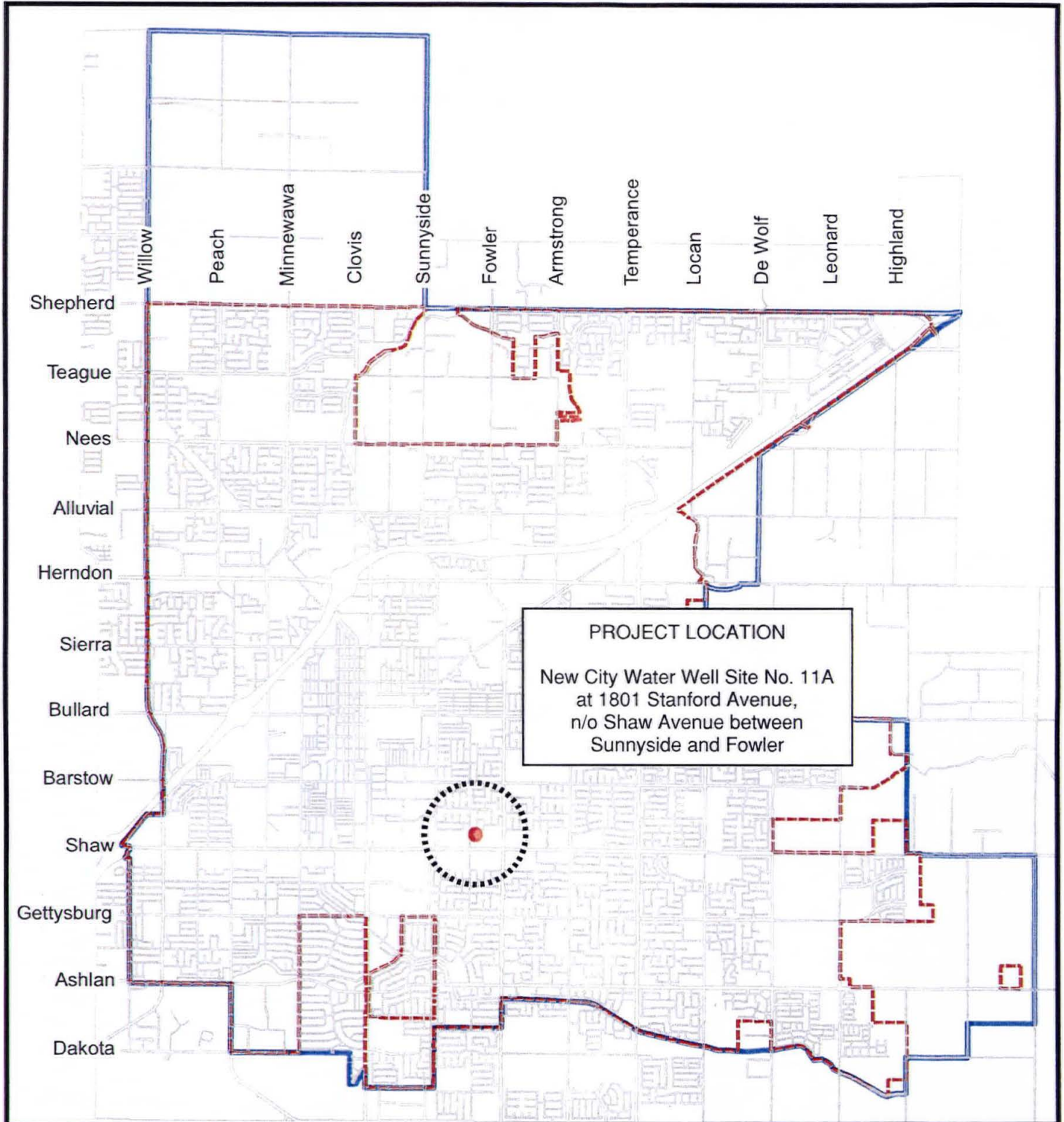

Michael Harrison
City Engineer

Recommended by:


Dwight Kroll
Director of Planning and
Development Services

VICINITY MAP

CIP 16-04, Well No. 11A Drilling and Development



ATTACHMENT A



 CITY LIMITS  SPHERE OF INFLUENCE

August 25, 2017

Prepared By: Thomas Cheng



AGENDA ITEM NO: 8
City Manager: [Signature]

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: December 3, 2018

SUBJECT: Approval – Res. 18-____, Final Map Tract 6193, located at the southwest area of Ashlan Avenue and Highland Avenue. (Wilson Premier Homes, Inc.)

ATTACHMENTS: (A) Res. 18-____
(B) Vicinity Map
(C) Copy of Final Map

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 18-____, which will:

1. Accept the offer of dedication of parcels and public utility easements within Tract 6193, and;
2. Authorize recording of the final map.

EXECUTIVE SUMMARY

The owner, Wilson Premier Homes, Inc., A California Corporation, acting as the subdivider, has submitted a final map. The improvement plans are being processed by City staff. The improvements to be installed include curb, gutter, sidewalk, street paving, sanitary sewers, water mains, landscaping, neighborhood park and paseos. The subject tract is located on the Southwest area of Ashlan and Highland Avenue. It contains approximately 19.15 acres and consists of 110 units, zoned R-1.

FISCAL IMPACT

The subdivider will be installing curb, gutter, sidewalk, street paving, sanitary sewers, water mains, landscaping, neighborhood park and paseos, which will be perpetually maintained by the City of Clovis.

REASON FOR RECOMMENDATION


The subdivision agreement has been executed by the subdivider and all development fees paid or deferred in accordance with Municipal Code. The agreement provides for the developer to complete a technically correct map and improvement plans and to complete all required improvements in compliance with the conditions of approval. The improvements are adequately secured.

ACTIONS FOLLOWING APPROVAL

The final map will be filed with the Fresno County Recorder's office for recording.

Prepared by: David Gonzalez, Assistant Engineer

Submitted by:


Michael Harrison
City Engineer

Recommended by:


Dwight Kroll, AICP
Director of Planning
And Development
Services

RESOLUTION 18-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6193

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6193, by The City of Clovis, a Municipal Corporation, and

WHEREAS, said final tract conforms to the requirements of Chapter 2, Part 2, of Division 4 of the Business and Professions Code and to local ordinances;

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

1. The final map of Tract 6193, consisting of two (2) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.

2. Approval of the Subdivision improvement plans for said tract are being completed by City Staff.

3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of \$6,793,720.55.

4. The offer and dedication for public use of the parcels and easements specified on said map are accepted by the City of Clovis and the City Clerk is authorized and directed to execute said subdivision map.

5. This Council finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable general and specific plans of the City of Clovis.

6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) of the remaining improvements to be constructed or the sum of \$5,158,000.00 for guaranteeing specific performance of said agreement and fifty percent (50%) of the remaining improvements or the sum of \$2,579,000.00 for payment of labor and materials furnished by contractors, subcontractors, laborers and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.

7. Subdivider shall furnish a bond in the sum of \$ 679,400.00 being the amount determined by the City Council of the City as necessary for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the tract against any defective work or labor done, or defective materials furnished. Said bond is required to be furnished prior to acceptance of the tract by the City Council.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 3, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

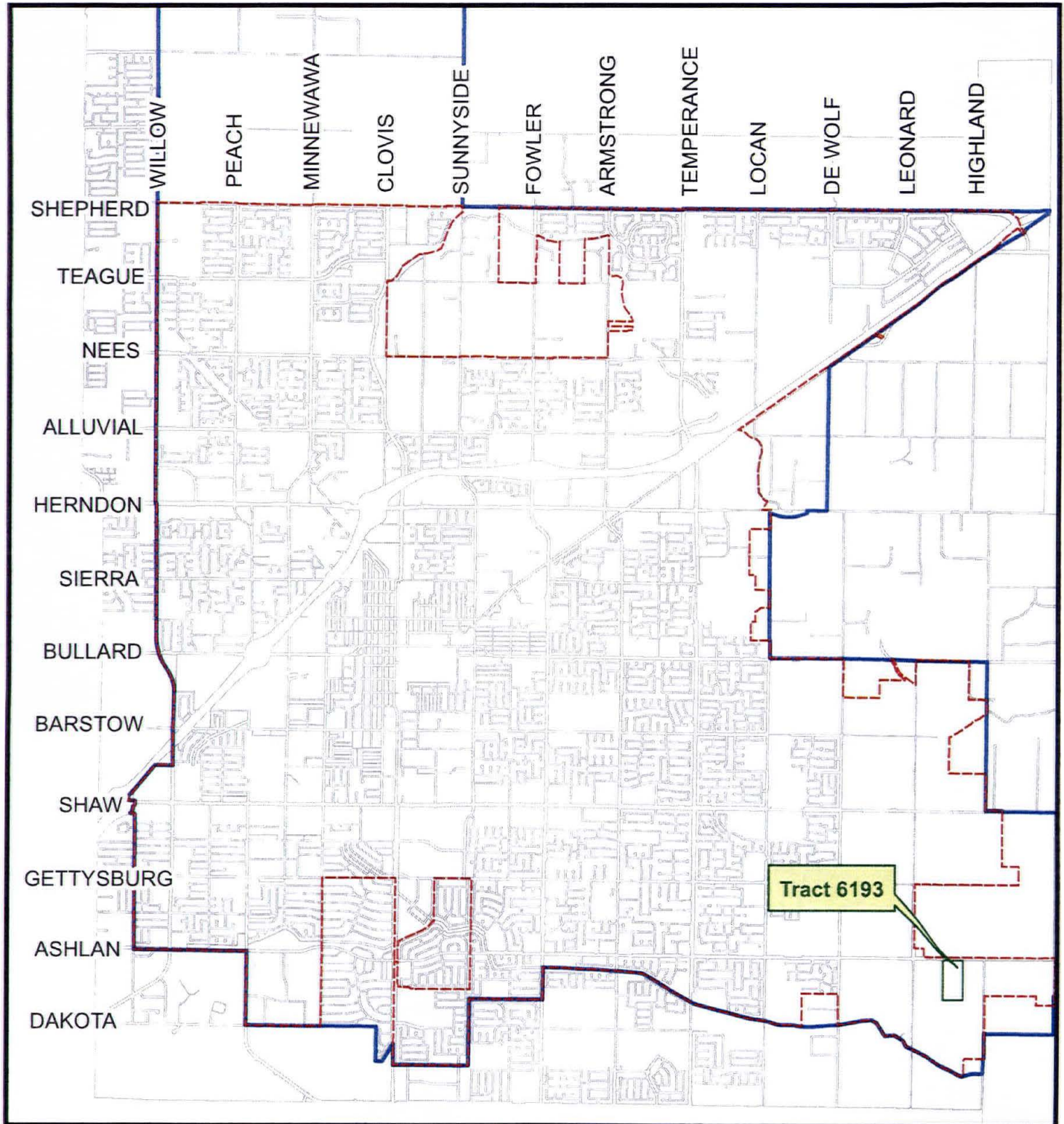
DATED:

Mayor

City Clerk

VICINITY MAP

Tract 6193
Wilson Premier Homes



ATTACHMENT B

 CITY LIMITS  SPHERE OF INFLUENCE



1" = 5500'

SUBDIVISION MAP OF
TRACT NO. 6193

IN THE CITY OF CLOVIS, FRESNO COUNTY, CALIFORNIA
SURVEYED AND PLATTED IN FEBRUARY, 2018 BY HARBOUR & ASSOCIATES
CONSISTING OF 2 SHEETS
SHEET 1 OF 2

OWNER'S STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

WILSON PREMIER HOMES, INC., A CALIFORNIA CORPORATION

BY: _____
LEO A. WILSON
PRESIDENT

U.S. BANK NATIONAL ASSOCIATION
d/b/a/ HOUSING CAPITAL COMPANY
AS BENEFICIARY

BY: _____
CARL F. SWANSON
VICE-PRESIDENT

FRESNO IRRIGATION DISTRICT, AS EASEMENT HOLDER

A SEPARATE CONSENT TO FINAL MAP PURSUANT TO GOVERNMENT CODE SECTION 66435.1 FOR PARCEL/TRACT MAP NO. 6174 HAS BEEN EXECUTED BY THE FRESNO IRRIGATION DISTRICT, AS RECORDED _____, 201____, DOCUMENT NO. _____, FRESNO COUNTY RECORDS.

NOTARY ACKNOWLEDGEMENTS

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, 201____, BEFORE ME _____, NOTARY PUBLIC, PERSONALLY APPEARED _____ LEO A. WILSON, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NAME _____ SIGNATURE _____

MY COMMISSION EXPIRES _____ COUNTY OF _____

COMMISSION NUMBER _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, 201____, BEFORE ME _____, NOTARY PUBLIC, PERSONALLY APPEARED _____ CARL F. SWANSON, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NAME _____ SIGNATURE _____

MY COMMISSION EXPIRES _____ COUNTY OF _____

COMMISSION NUMBER _____

LEGAL DESCRIPTION

PARCEL ONE:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

PARCEL TWO:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

TOGETHER WITH THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS.

EXCEPTING THEREFROM THE SOUTH 231.00 FEET OF THE NORTH 241.00 FEET OF THE EAST 319.00 FEET OF SAID SOUTHEAST QUARTER.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO THE CITY OF CLOVIS, A CALIFORNIA MUNICIPAL CORPORATION, RECORDED OCTOBER 12, 2007, AS DOCUMENT NO. 2007-0188891, FRESNO COUNTY RECORDS.

THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO APPLICATION FOR PARCEL MAP EXEMPT NO. 2018-03, RECORDED APRIL 17, 2018, AS DOCUMENT NO. 2018-0045043, FRESNO COUNTY RECORDS.

THIS LAND IS SUBJECT TO THE FOLLOWING:

1. SAID LAND LIES WITHIN THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT AND IS SUBJECT TO DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES, AS DISCLOSED BY INSTRUMENT ENTITLED "RESOLUTION NO. 1816 - THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT", RECORDED JULY 31, 1995 AS SERIES NUMBER 95092128, O.R.F.C.
2. TERMS AND PROVISIONS CONTAINED IN AN INSTRUMENT, ENTITLED PIPELINE EASEMENT AND REPLACEMENT AGREEMENT, RECORDED SEPTEMBER 14, 2018 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2018-0112699.
3. ANY SPECIAL TAX WHICH IS NOW A LIEN AND THAT MAT BE LEVIED WITHIN THE COMMUNITY FACILITIES DISTRICT NO. 2004-1, A NOTICE OF WHICH WAS RECORDED AS FOLLOWS: INSTRUMENT ENTITLED "AMENDED NOTICE OF SPECIAL TAX LIEN", RECORDED _____ IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2018-_____
4. AN EASEMENT DEED GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, RECORDED APRIL 30, 2010, SERIAL NUMBER 2010-0056367, O.R.F.C.



SURVEYOR'S STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WILSON PREMIER HOMES, INC., ON FEBRUARY 1, 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR AFTER THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

GARY J. DIXON L.S. 5277

DATE



CITY ENGINEER'S STATEMENT

I, MICHAEL J. HARRISON, CITY ENGINEER OF THE CITY OF CLOVIS, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

MICHAEL J. HARRISON, P.L.S. 8088
CITY ENGINEER

DATE

CITY CLERK'S STATEMENT

I, JOHN HOLT, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF CLOVIS, BY RESOLUTION ADOPTED _____, APPROVED THE WITHIN MAP AND ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC, ANY REAL PROPERTY AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

DATED _____
JOHN HOLT, CITY CLERK

RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE PAID \$ _____

FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN VOLUME _____

OF PLATS, AT PAGE(S) _____, FRESNO COUNTY RECORDS, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

PAUL A. DICTOS, CPA
FRESNO COUNTY ASSESSOR-RECORDER

BY: _____
DEPUTY



Harbour & Associates
Civil Engineers
389 Clovis Avenue, Suite 300 • Clovis, California 93612
(559) 325-7676 • Fax (559) 325-7699

W.O. **ATTACHMENT C**

TRACT NO. 6193

IN THE CITY OF CLOVIS FRESNO COUNTY, CALIFORNIA
SURVEYED AND PLATTED IN FEBRUARY, 2018 BY
HARBOUR AND ASSOCIATES, CONSISTING OF 2 SHEETS
SHEET 2 OF 2

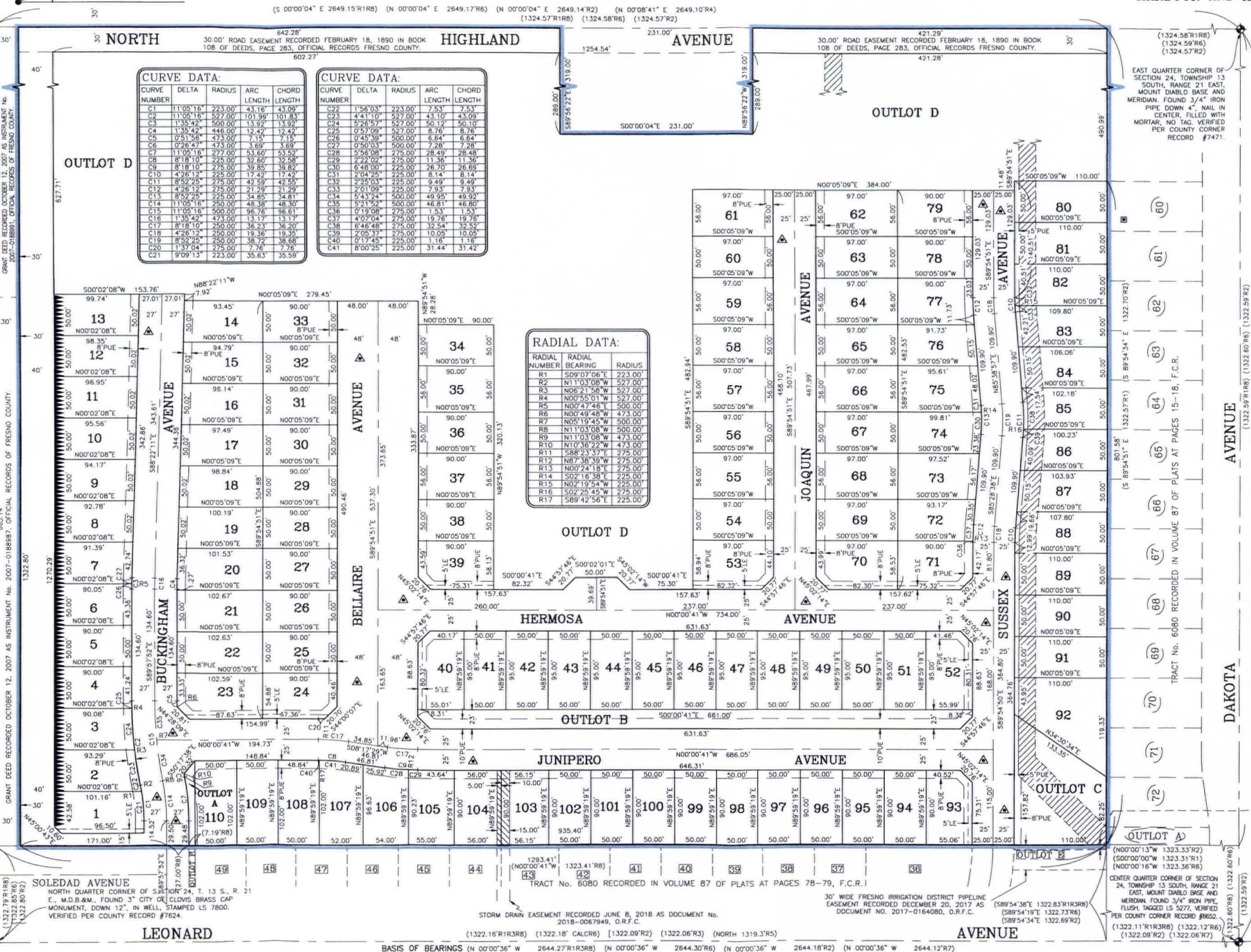
BASIS OF BEARINGS:
THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 13 SOUTH, RANGE 21 EAST, M.D.B.&M., WAS TAKEN TO BE
NORTH 00°00'36" WEST, AS SHOWN ON THE MAP OF TRACT No. 5701
RECORDED IN VOLUME 85 OF PLATS AT PAGES 6 THROUGH 8, F.C.R.

**THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE
FOR PUBLIC PURPOSES:**
OUTLOT A: FOR LANDSCAPING AND PUBLIC UTILITY PURPOSES.
OUTLOTS B&C: FOR PUBLIC USE.
PUBLIC STREET AND UTILITY PURPOSES.

**THE REAL PROPERTY DESCRIBED BELOW IS
DEDICATED AS AN EASEMENT FOR PUBLIC
PURPOSES:**
PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION.
LE PUBLIC LANDSCAPE EASEMENT NOW OFFERED FOR
DEDICATION.

LEGEND

- FOUND SECTION CORNER AS NOTED.
- FOUND 3/4" IRON PIPE, DOWN 6", TAGGED LS 5277.
- RECORD DATA PER TRACT No. 5701 RECORDED IN
VOLUME 85 OF PLATS AT PAGES 6 THROUGH 8, F.C.R.,
ALSO INDICATES MEASURED DATA.
- RECORD DATA PER RECORD OF SURVEY RECORDED IN
BOOK 47 OF RECORD OF SURVEYS AT PAGE 52, F.C.R.
- RECORD DATA PER TRACT No. 6143 RECORDED IN
VOLUME 86 OF PLATS AT PAGES 64 THROUGH 66, F.C.R.,
ALSO INDICATES MEASURED DATA.
- RECORD DATA PER PARCEL MAP NO. 8101, RECORDED IN
BOOK 71 OF PARCEL MAPS AT PAGES 94 & 95, F.C.R.
- RECORD DATA PER GRANT DEED RECORDED MARCH 8,
2015 AS DOCUMENT No. 2015-0026838, O.R.F.C.
- RECORD DATA PER RECORD OF SURVEY RECORDED IN
BOOK 30 OF RECORD OF SURVEYS AT PAGE 65, F.C.R.
- RECORD DATA PER PARCEL MAP NO. 4192 RECORDED IN
BOOK 27 OF PARCEL MAPS AT
PAGE 21, F.C.R.
- RECORD DATA PER TRACT No. 6174 RECORDED IN
VOLUME 87 OF PLATS AT PAGES 78 THROUGH 79, F.C.R.,
ALSO INDICATES MEASURED DATA.
- PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES.
- OUTLOT D FOR FUTURE DEVELOPMENT.
- F.C.R. FRESNO COUNTY RECORDS
- O.R.F.C. OFFICIAL RECORDS OF FRESNO COUNTY
- INDICATES WAIVER OF DIRECT VEHICULAR ACCESS RIGHTS.
- THE BLUE BORDER INDICATES THE LIMITS OF THIS
SUBDIVISION.
- STORM DRAIN EASEMENT RECORDED
2018 AS DOCUMENT No. 2018-
O.R.F.C.
- INDICATES IRRIGATION PIPELINE EASEMENT RECORDED
2018-
O.R.F.C.



CURVE DATA:

CURVE NUMBER	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH
C1	11°05'16"	223.00'	43.16'	43.09'
C2	11°05'16"	527.00'	101.99'	101.83'
C3	11°05'16"	500.00'	13.92'	13.92'
C4	11°05'16"	448.00'	12.42'	12.42'
C5	0°51'56"	473.00'	7.15'	7.15'
C6	0°26'47"	473.00'	3.69'	3.69'
C7	11°05'16"	277.00'	53.60'	53.52'
C8	8°18'10"	275.00'	32.60'	32.58'
C9	8°18'10"	275.00'	39.85'	39.82'
C10	4°26'12"	225.00'	17.42'	17.42'
C11	8°52'25"	275.00'	42.59'	42.55'
C12	4°26'12"	275.00'	21.29'	21.29'
C13	8°52'25"	275.00'	34.88'	34.81'
C14	11°05'16"	250.00'	48.38'	48.30'
C15	11°05'16"	500.00'	96.76'	96.61'
C16	11°05'16"	473.00'	13.17'	13.17'
C17	8°18'10"	250.00'	36.23'	36.23'
C18	4°26'12"	250.00'	19.36'	19.36'
C19	8°52'25"	250.00'	38.72'	38.68'
C20	1°37'04"	275.00'	7.76'	7.76'
C21	9°09'13"	223.00'	35.63'	35.59'

CURVE DATA:

CURVE NUMBER	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH
C22	1°56'03"	223.00'	7.53'	7.53'
C23	4°41'10"	527.00'	43.10'	43.09'
C24	4°26'12"	527.00'	50.12'	50.10'
C25	0°59'09"	527.00'	8.76'	8.76'
C26	0°45'39"	500.00'	6.64'	6.64'
C27	0°50'03"	500.00'	7.28'	7.28'
C28	5°56'08"	275.00'	28.49'	28.48'
C29	2°22'02"	275.00'	11.36'	11.36'
C30	6°48'00"	275.00'	26.70'	26.69'
C31	2°04'25"	225.00'	8.14'	8.14'
C32	2°25'03"	225.00'	9.49'	9.49'
C33	2°01'09"	225.00'	7.93'	7.93'
C34	5°43'24"	500.00'	49.95'	49.92'
C35	5°21'52"	500.00'	46.81'	46.80'
C36	0°19'08"	275.00'	1.53'	1.53'
C37	4°07'04"	275.00'	19.76'	19.76'
C38	8°44'48"	275.00'	32.54'	32.52'
C39	5°05'37"	275.00'	10.05'	10.05'
C40	0°17'45"	225.00'	1.16'	1.16'
C41	8°00'25"	225.00'	31.44'	31.42'

RADIAL DATA:

RADIAL NUMBER	RADIAL BEARING	RADIUS
R1	S09°07'06"E	223.00'
R2	N11°03'08"W	527.00'
R3	N06°21'58"W	527.00'
R4	N00°55'01"W	527.00'
R5	N00°47'48"E	500.00'
R6	N00°49'48"W	473.00'
R7	N05°19'45"W	500.00'
R8	N11°03'08"W	500.00'
R9	N11°03'08"W	473.00'
R10	N10°36'22"W	473.00'
R11	S88°23'37"E	275.00'
R12	N07°38'30"W	275.00'
R13	N00°24'18"E	275.00'
R14	S02°16'38"E	225.00'
R15	N02°19'54"W	225.00'
R16	S02°25'45"W	275.00'
R17	S89°42'56"E	225.00'

SCALE: 1" = 80'

0' 80' 160' 240'

17-028 / 6193
H&A Author/Highway

Harbour & Associates
Civil Engineers
389 CLOVIS AVENUE # 300 • Clovis, California 93612
(559) 325-7676 • Fax (559) 325-7699 • e-mail: ha_cad@ha.com



AGENDA ITEM NO: 9

City Manager: At

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: December 3, 2018

SUBJECT: Approval – Res. 18-_____, Annexation of Proposed Tract 6193, located at the southwest area of Ashlan Avenue and Highland Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (Wilson Premier Homes, Inc.).

ATTACHMENT: (A) Res. 18-__

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 18-_____, that will annex proposed Tract 6193, located on the Southwest area of Ashlan Avenue and Highland, to the Landscape Maintenance District No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owner, Wilson Premier Homes, Inc., A California Corporation, acting as the subdivider, has requested to be annexed to the Landscape Maintenance District No. 1 of the City of Clovis as set forth by the Conditions of Approval for Vesting Tentative Tract Map 6193.

BACKGROUND

Wilson Premier Homes, Inc., A California Corporation, the developer of Tract 6193, has executed a covenant that this development be annexed to the City of Clovis LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks.

Under the provisions of the Landscaping and Lighting Act of 1972 and in accordance with Article XIII C and Article XIII D of Proposition 218, all the owners of property proposed for annexation have provided a written request and consent to annexation and have executed a covenant (petition) indicating acceptance of the annual assessment.

FISCAL IMPACT

This project will add landscaping to the Landscape Maintenance District No. 1 of the City of Clovis shown as follows:

	<u>Tract 6193</u>	<u>Year to Date</u>
LMD Landscaping added:	0.82 acres	3.346 acres
Resource needs added:	0.098 person	0.335 person

The resource needs estimate is based on 1 person per 10 acres of landscaped area.

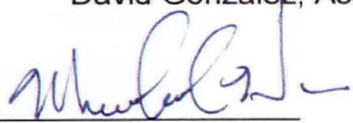
REASON FOR RECOMMENDATION

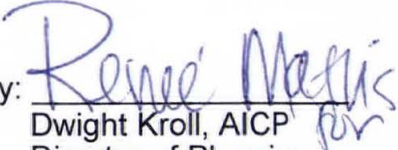
The property owners for the subject tract have requested annexation into the City of Clovis LMD No. 1.

ACTIONS FOLLOWING APPROVAL

Tract 6193 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: David Gonzalez, Assistant Engineer

Submitted by: 
Michael Harrison
City Engineer

Recommended by: 
Dwight Kroll, AICP
Director of Planning
And Development
Services

RESOLUTION 18-__

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA, APPROVING
ANNEXATION TO LANDSCAPING MAINTENANCE DISTRICT NO. 1 OF THE CITY OF
CLOVIS**

WHEREAS, City of Clovis Landscape Maintenance District No. 1 ("District") was formed by Resolution No. 85-78, adopted July 15, 1985, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, all of the owners of property proposed to be annexed to the District consisting of proposed Tract No. 6193, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

NOW, THEREFORE, IT IS RESOLVED AND ORDERED, as follows:

1. That the public interest and convenience require that certain property described in Exhibit "A" attached hereto and by reference incorporated herein be annexed into Landscape Maintenance District No. 1 of the City of Clovis for the maintenance and servicing of landscaping facilities.

2. The City Clerk shall receive and file the maps showing the boundaries of the areas annexed as set forth in Exhibit "A" which boundaries shall be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 3, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

Exhibit "A"

LOTS 1 THROUGH 110, INCLUSIVE, OF TRACT MAP 6193, RECORDED IN VOLUME _____, OF PLATS, PAGES _____ THROUGH _____, FRESNO COUNTY RECORDS.



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: December 3, 2018

SUBJECT: Approval - Final Acceptance for CIP 17-23 Police/Fire HQ Reroof – Phases 2 and 3.

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 construction involved roofing repairs over the Clovis Police and Fire Headquarters building. The work includes the removal and salvaging of the existing roof tiles, installation of a self-adhered roof system and elevated batten system, and re-installation of the salvaged roof tiles.

BACKGROUND

Bids were received on June 19, 2018 and the project was awarded by City Council to the low bidder, Graham Prewett, Inc., on July 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	\$ 512,830.20
2.	Cost increases/decreases resulting from differences between estimated quantities used for award and actual quantities installed.	\$ 0.00
3.	Contract Change Orders	\$ 27,456.00
4.	Liquidated Damages Assessed	<u>\$ 0.00</u>
Final Contract Cost		\$ 540,286.20

This project was approved in the Community Investment Program 2017-2018 fiscal year budget and is fully funded by General Government Facilities.

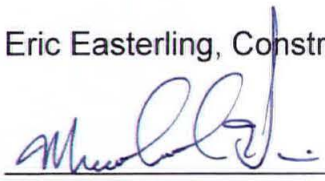
REASON FOR RECOMMENDATION


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, Graham Prewett, 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).

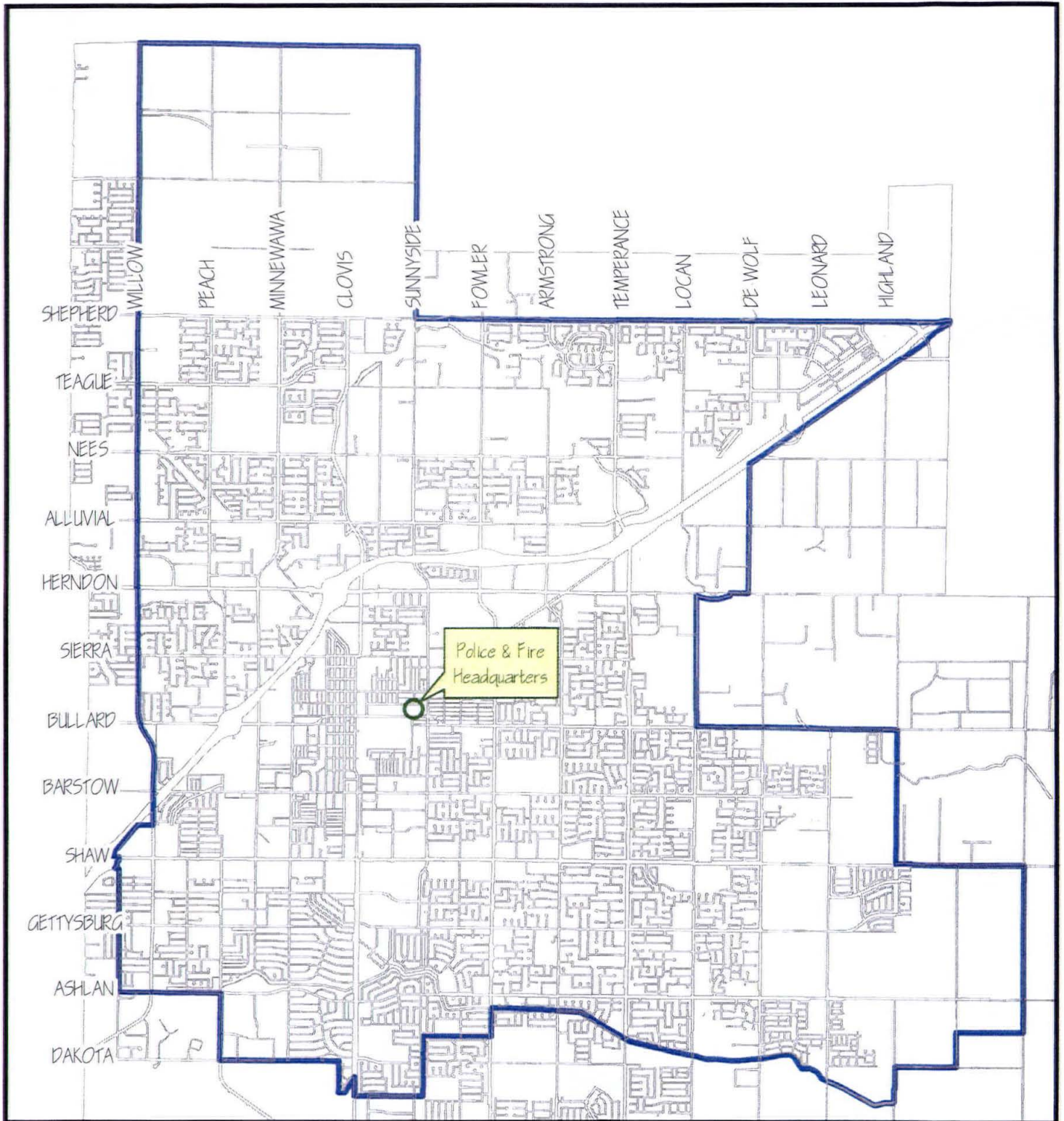
Prepared by: Eric Easterling, Construction Manager

Submitted by: 
Michael Harrison
City Engineer

Recommended by: 
Dwight Kroll
Director of Planning and
Development Services

VICINITY MAP

CIP 17-23 - Police/ Fire HQ Reroof - Phases 2 and 3



ATTACHMENT A

 CITY LIMITS SPHERE OF INFLUENCE



1" = 8000'



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

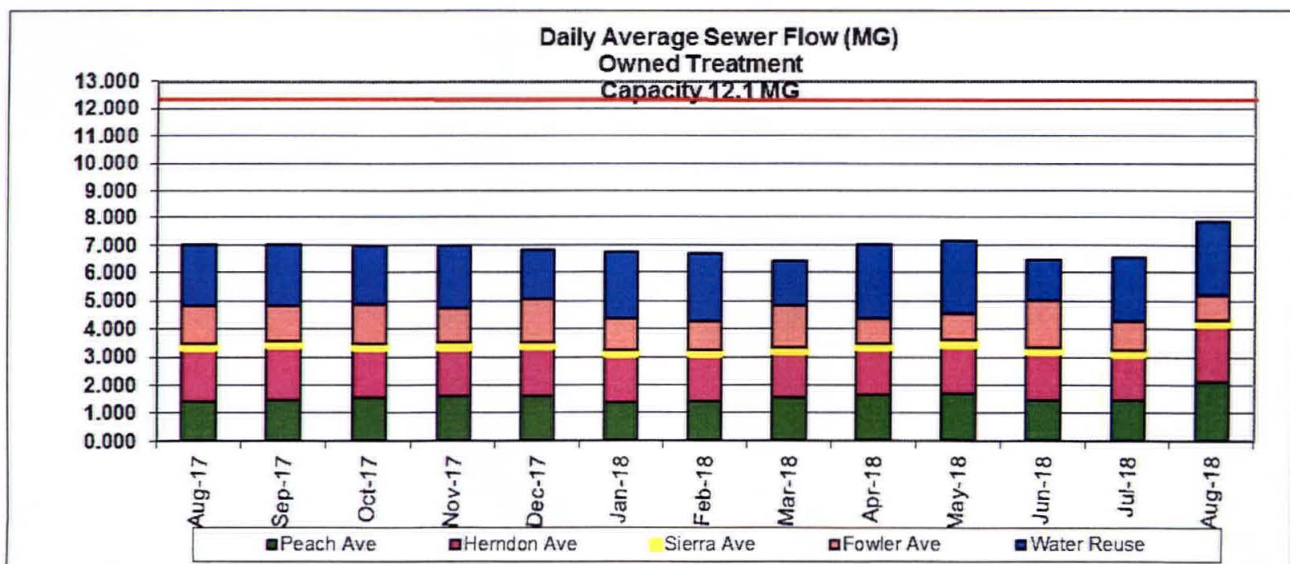
CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Public Utilities Department
 DATE: December 3, 2018
 SUBJECT: Receive and File - Public Utilities Monthly Report for August 2018

Sewer Flow

	Total Flow in Million Gallons In August		Average Daily Flow in Million Gallons		Owned Treatment Capacity in Million Gallons
	2018	2017	2018	2017	
Peach Avenue	66.050	44.170	2.131	1.425	3.0
Herndon Avenue	61.370	57.000	1.980	1.839	2.8
Sierra Avenue	5.640	6.471	0.182	0.209	0.5
Fowler Avenue	28.070	41.448	0.905	1.337	3.0
Water Reuse	81.876	68.711	<u>2.641</u>	<u>2.217</u>	<u>2.8</u>
TOTAL			7.839	7.027	12.1

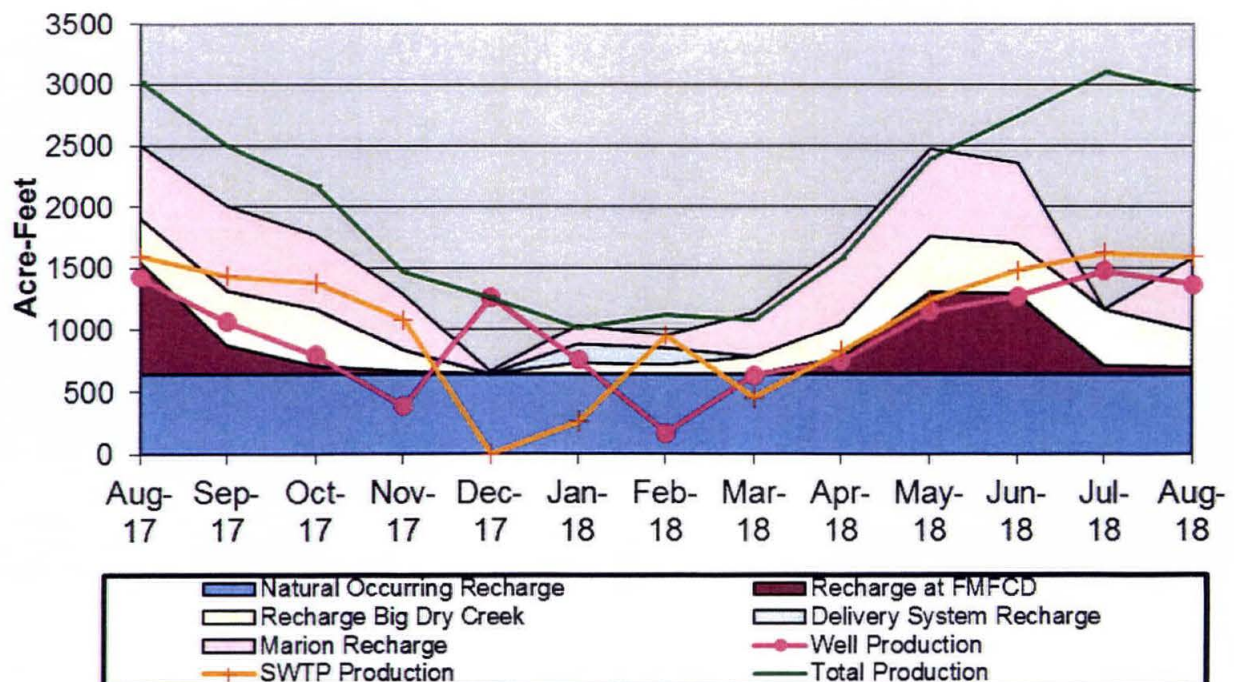


Storm Drain Maintenance

Summary of Activities	August 2018	August 2017	August 2016
Number of storms this month	0	2	0
Total rainfall this month (inches)	0	Trace	0
Rainfall to date (inches)	6.89	Trace	0

	This Month	Calendar Year to date
Recharge at FMFCD Basins (Acre Feet)	56	1,567
Recharge Upstream in Big Dry Creek (Acre Feet)	300	2,195
Marion Recharge per FID (Acre Feet)	582	3,202
Delivery System Recharge	0	284
Total Artificial Recharge (Acre Feet)	882	7,192
Natural Recharge	642	5,136
Total Well Production (Acre Feet)	1,362	7,555
Treatment Plant Production (Acre Feet)	1,588	8,418

Water Production vs. Recharge Activities



Summary of Activities	2018	Year to Date	2017	Year to Date	2016	Year to Date
SWTP production (mg)	517.403	2742.990	519.814	2143.641	544.464	2076.071
Well production (mg)	443.949	2461.980	463.967	2772.793	408.346	2564.838
Total water production (mg)	961.352	5204.970	983.781	4916.434	952.810	4640.909
Daily average	31.011	21.420	31.735	20.232	30.736	19.020
Days between readings	31	243	31	243	31	244



AGENDA ITEM NO: 12

City Manager: *AA*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: December 3, 2018

SUBJECT: Consider Approval – Extension of Service Agreement with Industrial Waste and Salvage (IWS).

ATTACHMENTS: (1) Industrial Waste and Salvage Rate Increase Request
(2) IWS Contract Extension Agreement

CONFLICT OF INTEREST

None.

RECOMMENDATION

Authorize the City Manager to execute an extension agreement with Industrial Waste and Salvage for large container hauling services with the City of Clovis through December 28, 2021 and approve rate increase.

EXECUTIVE SUMMARY

Industrial Waste and Salvage (IWS) is currently contracted with the City of Clovis to provide large refuse container hauling and disposal. The large refuse container service contract was bid and awarded to IWS on December 28, 2015 and has a three (3) year contract term that expires on December 28, 2018. The contract may be extended one time upon mutual agreement of the terms and conditions for up to an additional three (3) years. The City must consider the contractor's service record, recycling rate, and proposed service charges for the purpose of a contract extension.

BACKGROUND

Certain businesses utilize large refuse containers, including roll-off boxes, compactor boxes, and front-loading bins, due to the volume of waste that they produce. The City does not have the equipment to handle these containers, so the service is contracted out. The large container refuse services are not part of the basic refuse service that the City provides to all properties, but rather constitute a consensual commercial exchange.

Part of the reason the City contracts these services, rather than allowing the businesses to contract directly with the hauler, is to ensure that as much of the waste as possible is recycled and diverted away from landfill disposal. IWS has a recycling facility, Cedar Avenue Recycling and Transfer Station (CARTS), that is able to contribute to the City's waste diversion goal by sorting waste collected through this contract and reporting waste diversions to the City. The actual waste diversion rate varies from month to month; over the last few years, it has varied between 23% and 32%. Other reasons to contract the service include the desire to minimize the number of refuse trucks operating on the streets and alleys in the City, and to ensure that the service is provided by reputable entities to minimize the potential for public nuisances and illegal dumping.

Staff issued a Request for Proposals (RFP) for large container hauling and disposal services on November 6, 2015. Two proposals were received: one from Mid Valley Disposal and one from Industrial Waste & Salvage (IWS). The contract was awarded to the low bidder, IWS. IWS was also the successful bidder on all previous contracts for this service that the City has awarded. On December 28, 2015, the City approved a contract for IWS to provide these services for a period of three years with a provision to extend the contract for an additional three years. The current large container service contract is set to expire on December 28, 2018 if the option to extend is not approved.

IWS has also been a very responsive contractor for the City of Clovis by providing clean bins to community events in a timely manner, servicing newly opened business compactor and roll-off container needs quickly and efficiently, and responding to service needs on short notice.

On November 19, 2018, the Department received a request from IWS for a 3-year extension along with a rate increase.

The customers will see an 11% rate increase as a result of the proposed rates. IWS's rate increase request is in an effort to offset increased operating costs. IWS has experienced cost factors such as an increase to diesel fuel, labor costs, and consumer price index adjustments and a decline in recycling market since the initial term of the contract.

FISCAL IMPACT

There is no anticipated impact to the department budget as this is a pass through service and the 10% City administration fee will cover city staff cost related to processing of the large container refuse service.

REASON FOR RECOMMENDATION

The large container contract service agreement may be extended one time upon mutual agreement of the terms and conditions for up to an additional (3) years. The City must consider the contractor's service record, recycling rate, and proposed service charges for the purpose of a contract extension.

Staff is in support of the extension. Staff has reviewed the rate increase request and feels that the rates are reasonable, considering the consumer price index has risen 6.7% over the past 3 years and recycling markets, which are not represented by consumer price index, have had a significant decline. Every 6 years, staff competitively rebids the contract; since 2003, we have seen 46% and 58% increases over the 6 year periods. This request of 11%, is well within what we would anticipate should the contract be rebid at this time. Therefore, staff recommends extending the contract with the proposed increases.

ACTIONS FOLLOWING APPROVAL

Authorize the City Manager to execute a contract extension with IWS with the proposed rate increase.

Prepared by: Eric Zetz, Solid Waste Manager

Reviewed by: GE Glenn Eastes, Assistant Public Utilities Director

Submitted by: SR Scott Redelfs, Public Utilities Director

CAGLIA
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November 19, 2018

Glenn L. Eastes II, PE, MBA
Assistant Public Utilities Director
City of Clovis, Public Utilities
155 N. Sunnyside Avenue
Clovis CA 93611

Dear Glenn,

The *City of Clovis Public Utilities Department Large Container Service Agreement* provides for one, three-year extension option, as stipulated in *Term of Contract*:

... Upon written notice by either party given at least 60 days prior to termination, this agreement may be extended one time upon mutual agreement of the terms and conditions for up to an additional three (3) years ...

In a previous letter dated July 27, 2018, Industrial Waste and Salvage (IWS) requested the following:

... Please let this letter serve as the official request of Industrial Waste and Salvage to extend the above named contract for one, three-year term, with details to be discussed ...

As permitted by the above section, *Term of Contract*, with regard to terms and conditions, Industrial Waste and Salvage is asking for a rate increase for the following reasons:

1. The cost of wages has increased with minimum wage increases, which began in 2018 and will continue through 2022.
2. The increase in fuel costs due to the recently enacted fuel tax, which became effective November 1, 2017.
3. The cost of living has increased by 6.0% from since 2015, as measured by the *United States Department of Labor, Consumer Index, Los Angeles area*.
4. Due to China's *National Sword* policy and the resulting downturn in the commodities market, recyclables are no longer profitable and do not cover our operating expenses.

Thus, Industrial Waste and Salvage is requesting to increase rates, per the attached page 2, as part of the proposed extension between the City of Clovis and IWS. As you know, these rates have not been increased for three years. IWS is also proposing that the rates be adjusted annually on the contract anniversary date by the change in the CPI for the month of September. The United States Department of Labor, Consumer Price Index Los Angeles area, will be the index used annually to determine rate increases.

We look forward to continue providing large container services to the City of Clovis.

With Regards,



Richard Caglia
Corporate Development
Caglia Environmental/IWS
aland@cagliarecycling.com
559-451-1117



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Pricing

- *Rates include the City of Clovis' 10% administrative fee
- *IWS will be responsible for the AB 939 fee.
- *Annual CPI adjustment applies

COMPACTOR/RATES	
Pull Charge	\$140.54
Tonnage	\$ 46.44
Turn around fee	\$ 18.33
DROP BOX/RATES	
Pull Charge	\$146.65
Tonnage	\$ 47.67
FRONTLOADER BIN RATE	\$ 92.41



**CITY OF CLOVIS
PUBLIC UTILITIES DEPARTMENT
LARGE CONTAINER SERVICE
AGREEMENT**

This agreement made at the City of Clovis, California, by and between Industrial Waste and Salvage (IWS), whose address is 3457 South Cedar Avenue, Fresno CA 93704, hereinafter called the Contractor, and the City of Clovis, hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

WHEREAS, the Owner has a need for large container refuse hauling and disposal services, for certain businesses in the City of Clovis; and

WHEREAS, the Contractor is qualified and willing to perform said services and is the successful bidder for these services.

NOW, THEREFORE, both parties agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, containers and bins required; and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, suppliers, subcontractors, artisans, machinists, teamsters, draymen and laborers required for the work described in the specifications therefore and other documents relating thereto.

ARTICLE II. The Contractor and the Owner agree that the Advertisement (Notice to Contractors), the Contract Specifications, and the Proposal hereto attached, together with this agreement, form the contract, and they are as fully a part of the contract as if herein repeated. Any part of a contract document which is in conflict with any portion of this agreement shall not be considered as any part of this agreement, but shall be utterly null and void.

ARTICLE III. The Owner agrees to pay the Contractor in current funds for the performance of the contract. Payment shall be shown in Proposal Form of attached Exhibit "A" as specified in this agreement. Contractor agrees to pay Owner 10% administration fee and AB939 disposal fee.

ARTICLE IV. If the Contractor should be adjudged a bankrupt or if it makes a general assignment for the benefit of its creditors or if a receiver shall be appointed on account of its insolvency or if it or any of its subcontractors should persistently violate any of the provisions of the contract or if it should persistently disregard laws, ordinances, or the instructions of the Director of Public Utilities, then the Owner may, upon certificate of the Director of Public Utilities when sufficient cause exists to justify such action, serve written notice upon the Contractor and its surety of Owner intention to terminate the contract, and unless within five (5) days after serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon expiration of said five (5) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the termination serving upon it of

notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may, without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plans, and other property belonging to the Contractor as may be on the site of the work and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and damage incurred through the Contractor's default, shall be certified by the Director of Public Utilities.

ARTICLE V. Owner may terminate or suspend this Agreement as permitted in the Proposal Form specifications and other contract documents.

ARTICLE VI. Contractor shall hold the Owner, its officers and employees, harmless and indemnify and defend the Owner, its officers and employees, and agents against the payment of any and all costs and expenses, claims, suits, and liability resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of Contractor, its officers and employees, in performing or failing to perform any work, services, or functions provided for or referred to or in any way connected with any work, services, or functions to be performed under this agreement.

ARTICLE VII. Neither party shall assign this agreement nor its rights or duties without written consent of the other party.

ARTICLE VIII. All work shall be performed in a good and worker like manner and to the standards of the industry.

ARTICLE IX. No alterations or variations of the terms of this agreement shall be valid unless made in writing and signed by both parties.

ARTICLE X. It is expressly understood that in the performance of the services herein provided for, Contractor is an independent Contractor and is not an agent or employee of the Owner. Contractor shall be solely responsible for and hold Owner harmless from all matters relating to payments of Contractor's employees including compliance with Social

Security, withholding, and all other regulations governing such matters.

ARTICLE XI. Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this agreement, the following described insurance coverage, insuring not only Contractor and its subcontractors, if any, but also with the exception of worker's compensation and employer's liability insurance, Owner, its officers, agents and employees.

Term of Contract

The contract was awarded December 28th 2015 for an initial three year term with an option to extend for an additional 3 year term. The contract shall expire on December 28, 2021.

Reporting Requirements

Contractor agrees to report all waste and recycling tonnages associated with the hauling of debris through this contract in a timely manner. Contractor is responsible for all regulatory fees and fines that result from Contractor's failure to report waste and recycling tonnages in a timely manner. Contractor shall also adhere to, and follow, all state and local waste diversion and recycling rules and requirements.

Insurance Requirements For Contractors

With construction risks, Contractor shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, coverage shall be at least as broad as:

1. General Liability Insurance, Insurance Services form number GL 0002, (Ed. 1/73) covering Broad Form Comprehensive General Liability; -or- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001) in an amount of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage;
2. 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 or the general aggregate limit shall be twice the required occurrence limit.
3. Automobile Liability Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025 not less than \$2,000,000 combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation Insurance limits as required by the Labor code of the State of California; Employer's Liability Insurance of \$2,000,000 per accident.

Minimum Limits of Insurance

In addition to the requirements of the Standard Specifications and other contract documents, Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 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 or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Owner, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Owner, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the Owner.
6. During the course of the Contract, the Contractor is responsible for all damages, theft, or other losses in regards to materials, supplies or equipment to be used in the work.
7. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials and employees. Any insurance or self-insurance maintained by the Owner, its officers, officials or employees shall be excess of the Contractor's insurance and shall not contribute with it.
8. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials or employees.
9. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
10. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials and employees for

loses arising from work performed by the Contractor for the Owner under Workers' Compensation and Employers Liability coverage.

11. All coverages shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. All insurance is to be placed with insurers with a best's rating of no less than A.
12. Contractor shall furnish original certificates and amendatory endorsements effecting coverage required by this agreement. All certificates and endorsements are to be received and approved by Owner prior to issuance of a "Notice to Proceed". Owner reserves the right to require complete, certified copies of all required insurance policies; including endorsements affecting the coverage's required by this agreement at any time.

Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the Owner.

Verification of Coverage

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received

and approved by the Owner before work commences. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE XII. The Contractor shall forthwith furnish in triplicate, a faithful performance bond on the Owner's form in an amount equal of \$10,000 and materials bond in the amount of \$5,000, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

ARTICLE XIII. Contractor warrants and guarantees its work for the period of this contract, or more if so specified, as detailed in the Proposal Form specifications and other contract documents.

ARTICLE XIV. Agreement shall be governed in all respects by the laws of the State of California.

IN WITNESS WHEREOF, they have executed this Agreement the ____ day of _____, 20__.

OWNER (CITY OF CLOVIS):

CONTRACTOR (IWS):

By: _____
Luke Serpa, City Manager

By: _____
Richard Caglia, President

Date: _____

Date: _____

Exhibit 'A'

COMPACTORS	
DELIVERY AND PULL CHARGES	\$140.54
TONNAGE CHARGE	\$46.44
TURN AROUND FEE	\$18.33
DROP BOXES	
DELIVERY AND PULL CHARGES	\$146.65
TONNAGE CHARGE	\$47.67

*Rates include City Administration Fee

*Rates to be adjusted by CPI years 2-3

4 Cubic Bin						
# of Bins	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
1	\$92.41	\$182.03	\$268.67	\$352.17	\$433.08	\$510.91
2	\$184.81	\$364.04	\$537.34	\$704.71	\$866.14	\$1,021.83
3	\$277.22	\$546.14	\$806.01	\$1,057.05	\$1,299.30	\$1,532.73
4	\$323.42	\$728.08	\$1,074.68	\$1,409.23	\$1,732.38	\$2,043.64
5	\$462.05	\$910.19	\$1,343.34	\$1,761.76	\$2,165.45	\$2,554.57
5 Cubic Bin						
# of Bins	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
1	\$115.52	\$227.50	\$335.84	\$440.44	\$541.22	\$638.65
2	\$231.06	\$455.11	\$671.67	\$880.71	\$1,082.47	\$1,277.76
3	\$346.84	\$682.68	\$1,007.51	\$1,321.32	\$1,624.13	\$1,915.92
4	\$462.46	\$910.19	\$1,343.34	\$1,761.76	\$2,165.45	\$2,554.57
5	\$578.00	\$1,137.69	\$1,679.19	\$2,202.03	\$2,706.83	\$3,193.19
6 Cubic Bin						
# of Bins	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
1	\$138.73	\$273.08	\$402.99	\$528.53	\$649.65	\$766.36
2	\$277.48	\$546.14	\$806.01	\$1,057.05	\$1,299.31	\$1,532.73
3	\$416.22	\$819.22	\$1,209.00	\$1,585.59	\$1,948.96	\$2,299.11
4	\$554.78	\$1,092.29	\$1,612.01	\$2,114.11	\$2,598.59	\$3,065.47
5	\$693.68	\$1,365.37	\$2,015.00	\$2,642.64	\$3,248.24	\$3,831.83
8 Cubic Bin						
# of Bins	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
1	\$185.00	\$364.04	\$537.34	\$704.71	\$866.14	\$1,021.83
2	\$369.55	\$728.08	\$1,074.68	\$1,409.34	\$1,732.38	\$2,043.64
3	\$554.96	\$1,092.29	\$1,612.01	\$2,114.11	\$2,598.59	\$3,065.47
4	\$739.93	\$1,456.33	\$2,149.34	\$2,818.81	\$3,464.73	\$4,087.28
5	\$924.75	\$1,820.48	\$2,686.69	\$3,523.45	\$3,108.76	\$5,109.11



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: December 3, 2018

SUBJECT: Consider Approval, Res. 18-____, CUP2018-04, A request to approve a conditional use permit for a 10-unit multiple-family condominium complex for the property located at 1855 Austin Avenue. Mohamed Annan, owner/applicant; Elias Saliba, Architect, representative.

ATTACHMENTS:

Figure 1:	Location Map
Exhibit "A.:"	Conditions of Approval
Exhibit "B.:"	Site Plan, Floor Plans and Elevations
Attachment 1:	Draft Resolution
Attachment 2:	Correspondence from Agencies
Attachment 3:	Neighborhood Correspondence
Attachment 4:	Planning Commission Minutes

CONFLICT OF INTEREST

None

RECOMMENDATION

Planning Commission and staff recommend that the City Council approve CUP2018-04, subject to the conditions listed in Exhibit "A."

EXECUTIVE SUMMARY

The applicant is requesting approval of a conditional use permit to allow for the development of a 10-unit multiple-family condominium project on approximately .7 acres of land located at 1855 Austin Avenue. Approval of this conditional use permit would allow the applicant to move forward with the development of the site.

BACKGROUND

- General Plan Designation: Medium High Residential (7.1 to 15.0 units per acre)
- Existing Zoning: R-2 (Low Density Multiple-Family Residential)
- Lot Size: .7 acres
- Current Land Use: Vacant
- Adjacent Land Uses: North: Single Family Residential
South: Multiple Family Residential and Commercial
East: Vacant and Single/Multiple Family Residential
West: Day Care and Commercial
- Previous Entitlements: Rezone R88-09, R88-09A

PROPOSAL AND ANALYSIS

Project Description

The Project is comprised of four potential parcels and an outlot currently zoned R-2 (Low Density Multiple-Family Residential). Condominium projects are permitted within the R-2 Zone District with an approved conditional use permit. Approval of the use permit would provide the applicant ability to develop the site with five buildings comprised of two units each for a total of ten multiple-family units. The two-story units will utilize access from Austin Avenue and are proposed as a condominium project for the purpose of providing individual ownership for future tenants. Common areas such as access, sidewalks, landscaping and approaches have been concentrated within the Project, providing tenants convenient access to and from the Project site from Austin Avenue. The proposal is located on a vacant parcel surrounded by commercial to the west, multiple-family, to the south, single-family residential to the north, and a vacant multiple-family zoned parcel on the east.

Rezone R88-09A

The applicant received City Council approval on September 10, 2018, for an amendment to the conditions of approval of Rezone R88-09. The amendment (R88-09A), removed the limitation of a maximum square footage for second story development, providing opportunity for future development subject to the Property Development Standards of the R-2 Zone District. Approval included the approval to develop two-story units by right. However, the City Council placed a requirement that future Planning Commission recommendation of the Project be forwarded for review and consideration by the City Council. Approval of the request by the Planning Commission and City Council would allow the developer to move forward with the development of the site.

Planning Commission Continuance

The Project was initially scheduled for Planning Commission on September 27, 2018, subsequent to the Council's September 10th approval of the associated zoning

amendment (R88-09A). The Council approved the rezone, however provided direction that the applicant address site design concerns specific to the proposed placement of units that would create greater separation from the north property line. Based on Council direction, the applicant requested a continuance to the October 25, 2018 meeting to allow the applicant time to address the concerns expressed by the Council and area residents.

Setbacks and Revisions

Initially, the Project included reduced front and rear yard setbacks based on similar condominium and planned unit development projects located in the City. Although the associated rezone amendment was considered a textual change generally not requiring a site plan, the Council was presented an exhibit that reflected the applicant's request to provide reduced setbacks. The applicant proposed 16.5-foot setbacks in the front and 10-foot rear yard setbacks adjacent to existing single-family residences on the north. The Project received opposition from area residents directly to the north of the Project, warranting the Council to provide additional direction for consideration of the forthcoming use permit.

Primary concerns expressed by Council were the proximity of the proposed rear yards adjacent to existing single-family homes. Two abutting neighbors also protested the setbacks, requesting a limitation to single-story development. The applicant felt it important to address the concerns of both the Council and area property owners prior to presenting the Project for future consideration. The applicant met with specific neighbors on several occasions. Consequently, the applicant has modified the site, proposing the standard 20-foot front yard setback and a standard rear yard 20-foot setback from property line. Additionally, the applicant has modified the internal circulation of the site which now reflects the potential for reciprocal access to the east should the adjacent property seek use of a shared driveway. Lastly, the applicant agreed to provide a frosted glass material on the bathroom window of the upstairs unit proposed at the northwest boundary of the Project facing existing single family homes on the north.

The proposed modifications are reflective of the applicant's desire to address concerns expressed with the initial project layout. The applicant has indicated that the recommendations by staff, the Council and the residents, actually provided an opportunity to rework the Project, providing for a much more compatible layout that reflects standard development setbacks of the R-2 Zone District.

Neighborhood Concerns

Staff received correspondence (Attachment 3), at the City Council rezone hearing and Planning Commission use permit public hearing from area property owners located to the north of the Project site. The primary concerns are the proposed two-story construction in close proximity to their homes and the current amount of traffic already

affecting Austin Avenue. Subsequent to the Council hearing, the applicant met with one or more of the property owners in order to try and address concerns. As indicated previously within the body of this report, the applicant has modified the site to provide a greater distance from the property line. Unfortunately, neighbors still are in objection to two-story development which is permitted by right.

Parking

The Project is required to meet the parking standards of the R-2 Zone District. The 10-unit development requires two stalls per every one to two-bedroom units, and three-stalls for each three-bedroom unit, with at least one stall per unit being covered. Based on the proposed number of units, the Project is required to include a total of 30 parking stalls, 20 of which are covered via an attached garage and 10 uncovered stalls. The Project meets the requirement for off-street parking.

Architecture and Aesthetics

The elevations and floor plans (Exhibit "B") submitted by the applicant show the proposed architecture which is consistent with typical multiple-family development in the area.

Parcel Map Requirement and Use Permitted by Right

The Project is subject to a Conditional Use Permit due to the condominium request. A condominium project must be memorialized through a formal Parcel Map review and approval. A condominium project provides the developer the ability to sell individual units for home ownership.

Per R88-09A, the developer has Council approval to develop the vacant site per the R-2 Zone District standards, including the right to develop with typical two-story development without subject to a public hearing. The R-2 Zone District Development Standards require 20-foot rear and front yard setbacks, which the applicant has provided to address neighborhood concerns. Should the applicant choose to develop the Project as a standard multiple-family development without consideration of a condominium component, the applicant has the ability to submit by right, a site plan review for planning staff review at the ministerial level.

The applicant has tentative approval of Parcel Map PM2018-09. Staff has included a condition of this requirement within this report.

Review and Comments from Agencies

The Project was distributed to all City Divisions as well as outside agencies, including Cal Trans, Clovis Unified School District, Fresno Irrigation District, Fresno Metropolitan Flood Control District, the County of Fresno Department of Public Health, AT&T, PG&E,

San Joaquin Valley Air Pollution Control District, State Department of Fish and Wildlife, and the County of Fresno.

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

Infill Development

The .7 acre Project site is one of the last two remaining vacant properties in the area. The applicant has an opportunity to utilize the property as infill development for the establishment of a multiple-family residential project in accordance with the General Plan policies and Development Code requirements noted above.

Planning Commission Comments and Discussion

The Planning Commission considered the Project on Thursday, October 25, 2018. Discussion included changes made to the site that address area property owner concerns as well as recommendations from the Council during the rezone phase of the Project. The applicant stated that the changes to the Project actually provided a Project that met the development standards of the R-2 Zone District without the need for encroaching into the required rear yard setback. Neighborhood concern did not change in that adjacent residents felt that the Project should be limited to single-story. The Planning Commission approved CUP2018-04 subject to conditions of approval listed as Exhibit "A."

California Environmental Quality Act (CEQA)

The applicant's Project is in substantial conformance with the environmental analysis performed for the 2014 General Plan Update, 2014 Development Code Update. No major revisions will be required with the adopted Environmental Impact Report to accommodate the proposed Project; therefore, subject to California Government Code Section 65457, no further environmental review is required for this Project.

The City published notice of this public hearing in *The Business Journal* on Wednesday, November 21, 2018.

FISCAL IMPACT

None

REASON FOR RECOMMENDATION

The proposed conditional use permit is consistent with the goals and policies of the General Plan and Development Code. The Planning Commission and staff therefore

recommend approval of CUP2018-04, subject to the conditions of approval attached as Exhibit "A."

The findings to consider when making a decision on a conditional use permit application include:

1. The proposed use is conditionally allowed within, and would not impair the integrity and character of, the subject zoning district and is in compliance with all of the applicable provisions of this Development Code;
2. The proposed use is consistent with the General Plan and any applicable specific plan;
3. The design, location, size, and operating characteristics of the proposed use are compatible with the existing and future land uses and would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other allowed uses operating nearby or adverse to the public interest, health, safety, convenience, or welfare of the City;
4. The subject parcel is physically suitable in size and shape for the type and density/intensity of use being proposed;
5. There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety; and
6. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and there would be no potential significant negative effects upon environmental quality and natural resources that would not be properly mitigated and monitored, unless findings are made in compliance with CEQA. (§ 2, Ord. 14-13, eff. October 8, 2014).

ACTIONS FOLLOWING APPROVAL


None

NOTICE OF HEARING

Property owners within 350 feet notified: 90

Interested individuals notified: 11

Prepared by: Orlando Ramirez, Deputy City Planner

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

**FIGURE 1
PROJECT LOCATION MAP**



EXHIBIT "A"
Conditions of Approval – CUP2018-04
(As modified by the Planning Commission on October 25, 2018)

PLANNING DIVISION CONDITIONS
(Orlando Ramirez, Division Representative – (559) 324-2345)

1. Development of this site shall be consistent with the General Plan, Medium High Density Residential Designation.
2. CUP2018-04 is approved for a 10-unit, two-story multiple-family condominium project per Exhibit "B" of the staff report. Any major modifications or increase in the number of units will require an amendment to the conditional use permit.
3. Setbacks shall be measured to the exterior face of the framing of the structure. Exceptions to the setbacks are identified in §9.24.100, of the Clovis Development Code.
4. Prior to construction, the applicant shall have on file, an approved and recorded parcel map creating the individual parcels.
5. Development on the Project site shall include the standards of the R-2 Zone District:
 - Front Yard Setback: 20 Feet
 - Side Yard Setback: 5 Feet
 - Rear Yard Setback: 20 Feet
6. Maximum building height shall not exceed thirty-five (35) feet.
7. Prior to final of any development, the developer shall construct a six-foot high masonry wall along the north property line.
8. This conditional use permit may be reviewed after a period of one year. Clovis Planning staff may conduct a review of this use in regards to the conditions of approval and may present findings of review to the Planning Commission.
9. Landscaping shall comply with CMC section 6.5.501 et seq., Water Efficient Landscape Requirements, as amended in March 2010.
10. The applicant shall comply with Section 9-3.215.6 of the Clovis Zone Ordinance requiring a Site Plan Review. Elevations and a colors and materials board shall be submitted during this process.

11. The applicant shall provide on the northwest unit a frosted (semi-opaque) glass on the second-story bathroom window to provide additional privacy to adjacent properties to the north.

FIRE DEPARTMENT CONDITONS

(Gary Sawhill, Department Representative - 324-2224)

12. **Residential Fire Sprinklers:** The applicant shall install an automatic fire sprinkler system in all new one- and two-family dwellings and manufactured homes as per NFPA 13D, 2016.
13. **Address Numbers:** Address numbers shall be installed on every building as per adopted Clovis Fire Department Standard #1.8.
14. **Fire Lane:** The fire lanes shall be posted with signs and/or the curbs shall be painted red as per Clovis Fire Department Standard #1.1 and identified on site plan. Signs stating parking allowed only in marked spaces.
15. Provide a copy of the approved stamped site plan from the Planning Division. Site Plan shall include all fire department notes to verify compliance with requirements. Site plans included with this plan submittal are subject to the conditions on the Planning Division approved set.

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT CONDITIONS

(Robert Villalobos, FMFCD Representative – (559) 456-3292)

16. Applicant shall comply with the requirements of the FMFCD. If the list is not attached, please contact the District for the list of requirements.

COUNTY OF FRESNO HEALTH DEPARTMENT CONDITIONS

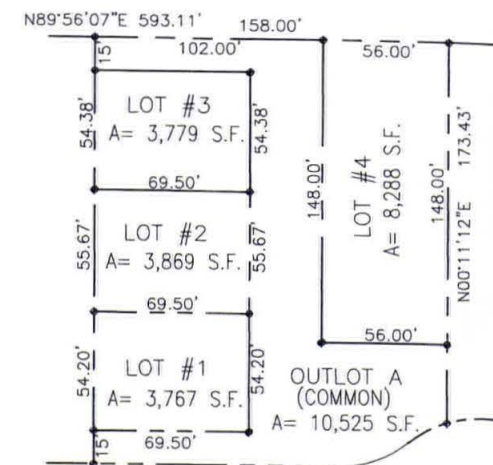
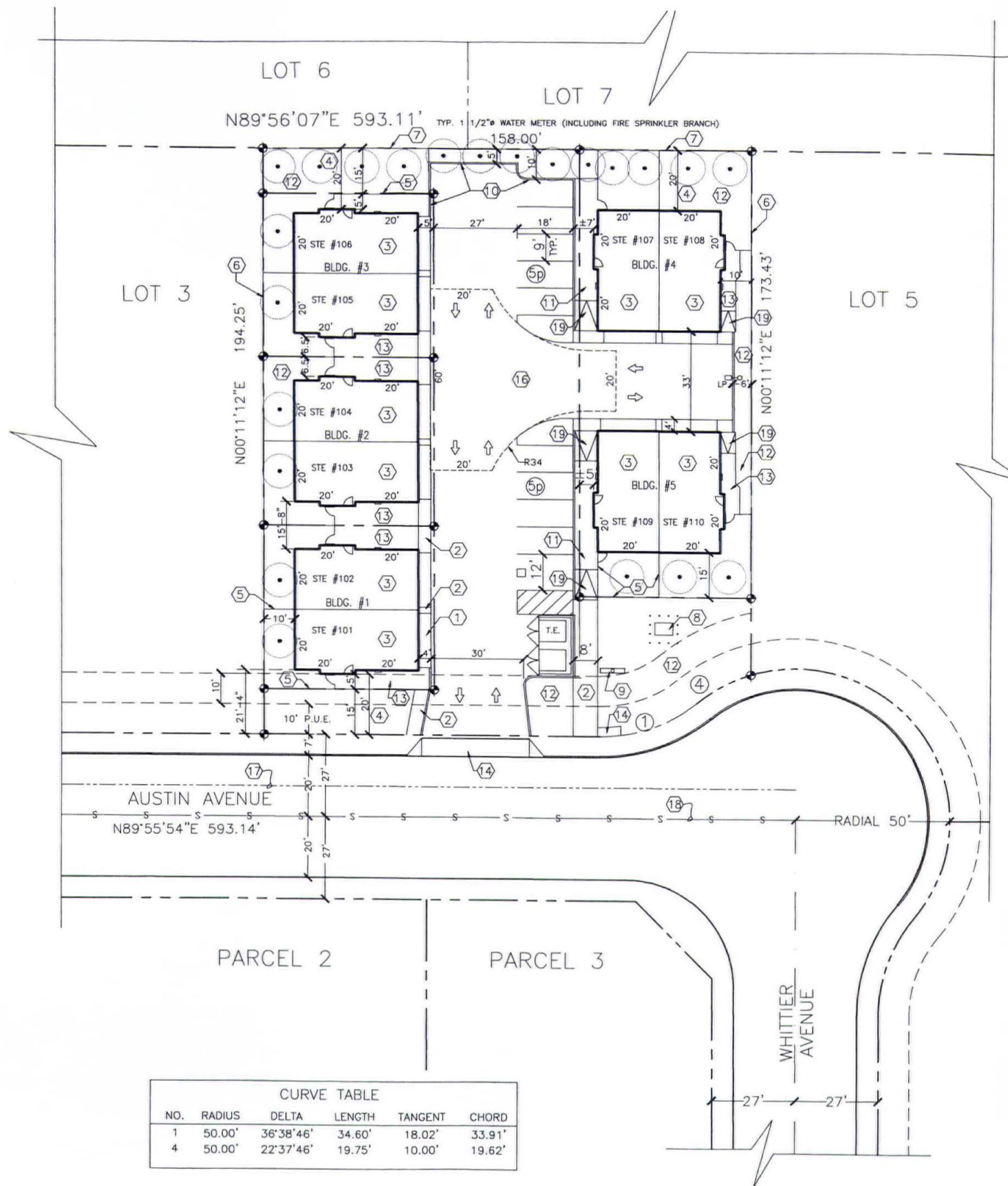
(Kevin Tsuda, Health Department Representative – 600-3271)

17. The Applicant shall refer to the attached Fresno County Health Department correspondence. If the list is not attached, please contact the District for the list of requirements.

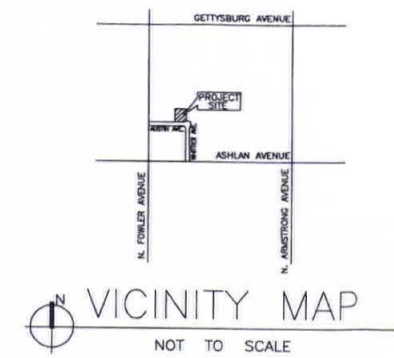
CLOVIS UNIFIED SCHOOL DISTRICT CONDITIONS

(Michael Johnston, CUSD Representative- (559) 327-9000)

18. The Applicant shall refer to the attached CUSD correspondence. If the list is not attached, please contact the District for the list of requirements.



- LEGEND**
- ① TYPICAL GRAY CONCRETE APRON @ GARAGE DOOR
 - ② TYPICAL STAMPED COLORED CONCRETE SEPARATION
 - ③ 2-CAR GARAGE
 - ④ 20' FT. BUILDING SETBACK
 - ⑤ PROPOSED 6' FT. HIGH PRIVACY WOOD FENCE
 - ⑥ EXISTING 6' FT. HIGH WOOD FENCE
 - ⑦ NEW 6' FT. HIGH CMU FENCE
 - ⑧ PAD MOUNTED TRANSFORMER
 - ⑨ NEW SITE SIGN
 - ⑩ RAISED CURB
 - ⑪ NEW CONCRETE SIDEWALK
 - ⑫ LANDSCAPE
 - ⑬ NEW CONCRETE WALKWAY
 - ⑭ PROPOSED 35' FT. DRIVEWAY APPROACH
 - ⑮ PROPOSED MAILBOX
 - ⑯ T-TURNAROUND
 - ⑰ EXISTING 8" WATER MAIN LINE
 - ⑱ EXISTING 8" SANITARY SEWER LINE
 - ⑲ PROPOSED RAMP



LEGAL DESCRIPTION:
LOT 4 TRACT NO. 5230, IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 77, PAGE 11 & 12 OF PLATS, CLOVIS COUNTY RECORDS.

PROJECT DATA

AGENCY OF JURISDICTION: CITY OF CLOVIS
ASSESSOR PARCEL NO.: 552-330-53
PROJ. ADDRESS: 1855 AUSTIN AVE. CLOVIS, CA 93611

LAND USE: MULTI FAMILY (VACANT LAND)
CURRENT ZONING: R2
PROPOSED USE: 2-FAMILY DWELLINGS
TOTAL= 5 DUPLEXES= 10 UNITS

PARCEL AREA: 30,228 S.F. = 0.69 ACRES

LOT #1 AREA: 3,767 SQ. FT.
LOT #2 AREA: 3,869 SQ. FT.
LOT #3 AREA: 3,779 SQ. FT.
LOT #4 AREA: 8,288 SQ. FT.
OUTLOT A: 10,525 SQ. FT.
TOTAL SITE AREA: 30,228 SQ. FT.

DENSITY ALLOWED: 1 DWELLING/ 3,000 S.F.= 10 DU
DENSITY PROVIDED: 1 DWELLING/ 3,005 S.F.
DENSITY RATIO: 14.5 DU/ ACRE

TYP. DUPLEX GARAGE 410 S.F. x 2 = 820 S.F.
GROUND FLOOR 405 S.F. x 2 = 810 S.F.
UPPER FLOOR 815 S.F. x 2 = 1,630 S.F.
1,220 S.F./UNIT 3,260 S.F./BLDG.

BUILDING AREAS:

STANDARD UNIT LIVING AREA/BLDG (CONDITIONED) = 1,220 S.F. x 10 UNITS = 12,200 S.F.
TOTAL GARAGE AREA (NON-CONDITIONED) = 20'x20.5' x 10 UNITS = 4,100 S.F.
TOTAL BLDG. AREA = 16,300 S.F.

TOTAL BLDG. COVERAGE AREA = 8,150 S.F. x 10 = 8,150 S.F.
TOTAL BLDG. COVERAGE RATIO: 26.94%

PARKING REQUIRED: 10 DU x 3 (BR)= 30 PS (20) COVERED, 10 PS (OPEN)
PARKING PROVIDED: 30 P.S.
PARKING RATIO TO FLOOR AREA= 30/12,200 S.F.= 2.46 P.S./1,000 S.F. 1 P.S./389 S.F.

PAVEMENT AREA= 19,880 S.F.
LANDSCAPED AREA = 8,500 S.F.

OCCUPANCY: R3 PER 2016 CRC (CALIF. RESID. CODE)
CONSTRUCTION TYPE: VB SPRINKLERED PER NFPA13D
SPR # 2018-12
CUP # 2018-04
REZONE R88-09 A
PM 18_09

OWNER/APPLICANT:
MOHAMED ANNAN
783 N. MARTIN AVE.
CLOVIS CA. 93611
PHONE: 559-270-4448
EMAIL: ANNAN@OUTLOOK.COM

SEP. 14, 2018
AUG. 17, 2018
AUG. 10, 2018
JUNE 25, 2018
MAY 3, 2018
REVISIONS

PROJECT/LOCATION

ANNAN
5-DUPLEXES
1855 AUSTIN AVE.
CLOVIS, CA 93611

DESIGNER

AESTHETICS
DRAFTING DESIGNS
PLANNING CONSULTATIONS, SITE PLANS
RESIDENTIAL, COMMERCIAL

ELIAS SALIBA, AIA, CSI
ARCHITECT CDR, NSF
4888 W. PINE AVE.
FRESNO, CA 93722
(559) 276-0479
ELIAS@AIA4658@COMCAST.NET

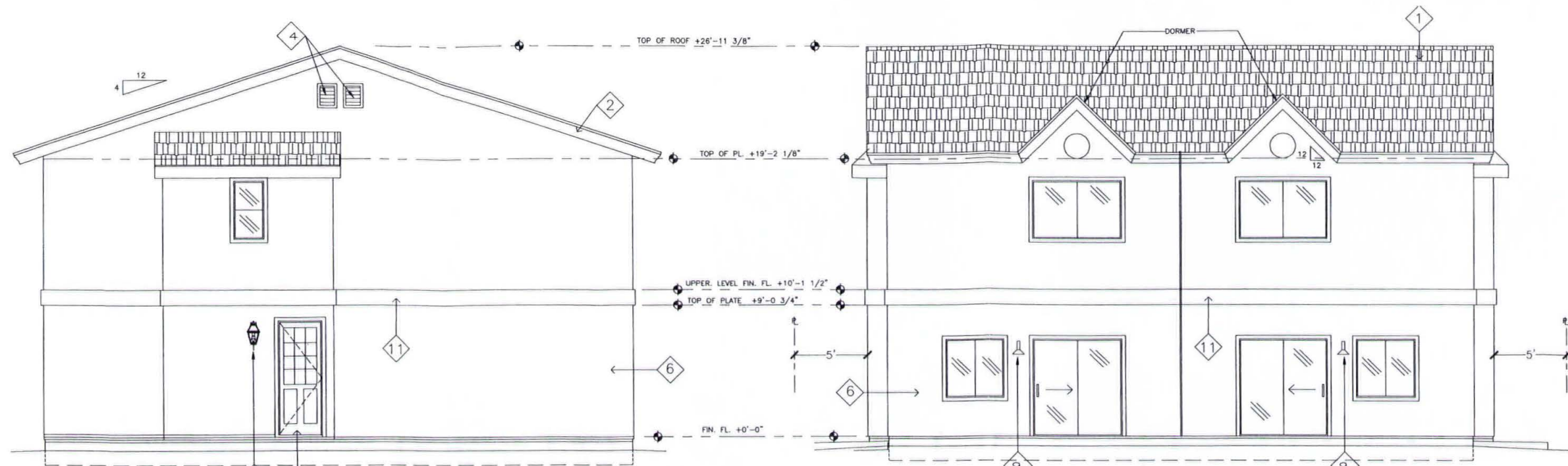
SHEET CONTENTS

SITE PLAN

SHEET NO.

SP

EXHIBIT B

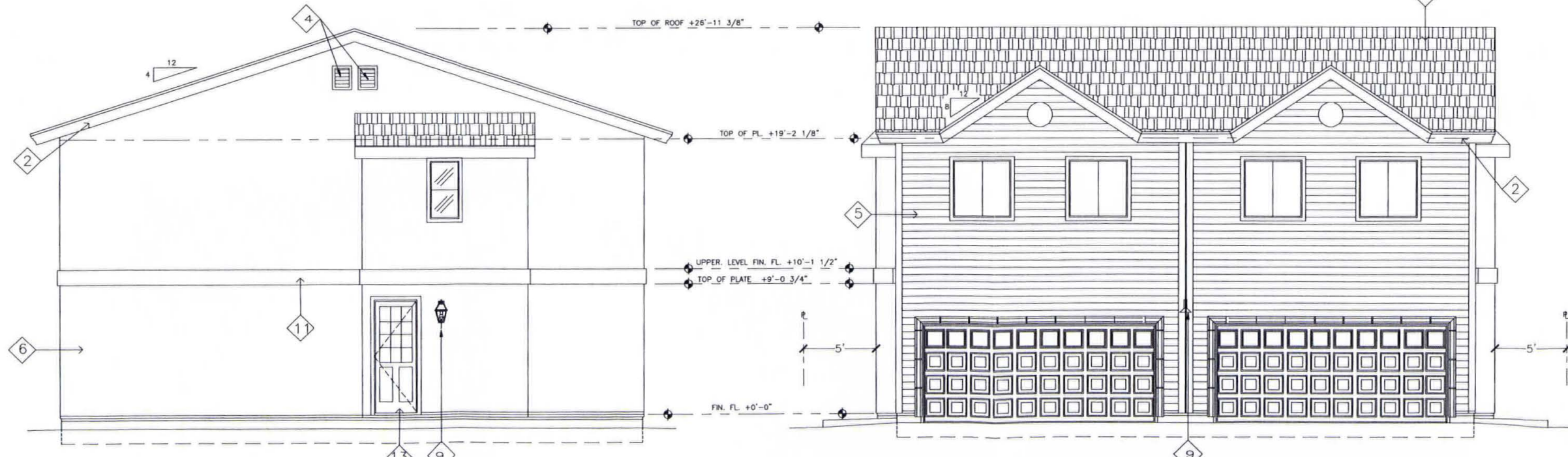


RIGHT ELEVATION

SCALE: 1/4"=1'-0"

REAR ELEVATION

SCALE: 1/4"=1'-0"



LEFT ELEVATION

SCALE: 3/16"=1'-0"

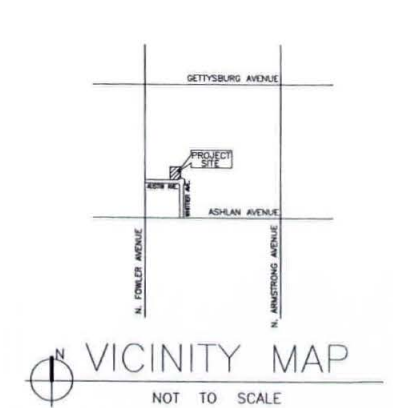
RESIDENCE ELEVATIONS

FRONT ELEVATION

SCALE: 1/4"=1'-0"

EXTERIOR ELEVATIONS LEGEND

MATERIAL	DESCRIPTION/COLOR	MATERIAL	DESCRIPTION/COLOR	MATERIAL	DESCRIPTION/COLOR	MATERIAL	DESCRIPTION/COLOR
1 COMPOSITION SHINGLE ROOFING	TBD	7 STUCCO ACCENT COLOR	COLOR TBD	13 METAL DOOR AND FRAME	COLOR TBD	19 STUCCO ACCENT COLOR	COLOR TBD
2 FOAM CORNICE	COLOR TBD	8 STUCCO ACCENT COLOR	COLOR TBD	14 DECORATIVE COLUMNS	COLOR TBD	20 SLATE VENEER/TILE	NATURAL COLOR
3 STUCCO EXPANSION JOINT	PAINTED TO MATCH ADJACENT SURFACE	9 WALL MOUNTED LIGHTS	TO BE SELECTED	15 BRICK VENEER TO MATCH	STYLE AND COLOR TO MATCH	21 METAL AWNING	NOT USED
4 GABLE VENT	TBD	10 ALUMINUM REVEAL (PAINTED)	COLOR TBD	16 SMOOTH STUCCO ACCENT	COLOR TBD	22 FABRIC AWNING	PYROTONE FLAME RETARDANT (NOT USED)
5 FIBER CEMENT SIDING	TBD	11 STUCCO HORIZONTAL TRIM	COLOR TBD	17 ILLUMINATED BUILDING ADDRESS SIGN	PER CITY STANDARDS	23 SHAPED FROM MOLDING & FABRIC AWNING	NOT USED
6 STUCCO WALLS & SOFFIT	COLOR TBD	12 BLDG. SIGN LOCATION	NOT USED	18 PARAPET CAPS/LEADERS/VENTS/MISS PAINTED TO MATCH	NOT USED	24 STUCCO ACCENT COLOR	COLOR TBD



PROJECT DATA

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CLOVIS, CA 93611
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1,220 S.F./UNIT 3,260 S.F./BLDG.

OWNER/APPLICANT:
MOHAMED ANNAN
783 N. MARTIN AVE.
CLOVIS CA. 93611
PHONE: 559-270-4448
EMAIL: ANNAN@OUTLOOK.COM

JUNE 25, 2018
REVISIONS

PROJECT/LOCATION
ANNAN
5-DUPLEXES
1855 AUSTIN AVE.
CLOVIS, CA 93611

DESIGNER
AESTHETICS
DESIGNS
PLANNING CONSULTANTS/ARCHITECTS
RESIDENTIAL, COMMERCIAL
ELIAS SALIBA
ARCHITECT
AIA/CES, CPWA, NSF
4408 N. FINE AVE., FRESNO, CA 93722
PHONE: (559) 276-1479
FAX: (559) 276-1849
EMAIL: ELIAS@AESTHETICSDSGNS.COM

SHEET CONTENTS
RESIDENCE
EXTERIOR ELEVATIONS

SHEET NO.
A2



FIRST FLR AREA= 405 S.F.
SECOND FLR AREA= 815 S.F.
TOTAL AREA= 1,220 S.F.



AGENCY OF JURISDICTION: CITY OF CLOVIS
 ASSESSOR PARCEL NO.: 552-330-53
 PROJ. ADDRESS: 1855 AUSTIN AVE.
 CLOVIS, CA 93611
 LAND USE: MULTI FAMILY (VACANT LAND)
 CURRENT ZONING: R2
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 TOTAL = 5 DUPLEXES= 10 UNITS

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UPPER FLOOR	815 S.F. x 2	= 1,630 S.F.
	<u>1,220 S.F./UNIT</u>	<u>3,260 S.F./BLDG.</u>

OWNER/APPLICANT:
MOHAMED ANNAN
783 N. MARTIN AVE.
CLOVIS CA. 93611
PHONE: 559-270-4448
EMAIL: ANNAN@OUTLOOK.COM

JUNE 25, 2018
REVISIONS

PROJECT/LOCATION
ANNAN 5-DUPLEXES
1855 AUSTIN AVE. CLOVIS, CA 93611

DESIGNER

AESTHETICS
DESIGNS

PLANNING, CONCEPTS, TENDERS, SITE PLANS,
RESIDENTIAL, COMMERCIAL

 ELIAS SALUJA
ARCHITECT
AIA, C.S.I., C.S.P., NSF

1680 W. FINE AVE., PLEASANT, CA 93722

PHONE: (559) 276-0479
FAX: (559) 276-1848
EMAIL: ELIAS@SALUJA.AIA4666@COMCAST.NET

SHEET CONTENTS
FIRST FLOOR PLAN, NOTES, DETAILS

SHEET NO.

A1

**DRAFT
RESOLUTION 18-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING A CONDITIONAL
USE PERMIT FOR A 10-UNIT MULTIPLE-FAMILY CONDOMINIUM COMPLEX FOR THE PROPERTY
LOCATED AT 1855 AUSTIN AVENUE**

WHEREAS, Mohamad Annan, 783 N. Marion Avenue, Clovis CA, 93611, has applied for Conditional Use Permit CUP2018-04; and

WHEREAS, this is a request to approve a conditional use permit for a 10-unit multiple-family condominium development for property located 1855 Austin Avenue, in the City of Clovis, County of Fresno; and

WHEREAS, on October 25, 2018, the Planning Commission considered Conditional Use Permit CUP2018-04; and

WHEREAS, after reviewing the administrative record and considering all reports, comments and evidence submitted at the Planning Commission hearing, the Planning Commission approved Conditional Use Permit CUP2018-04; and

WHEREAS, a public notice was sent out to area residents within 600 feet of said property boundaries ten days prior to said hearing; and

WHEREAS, on December 3, 2018, the City Council has reviewed and considered the staff report and all written materials submitted in connection with the request including the conditions attached as Exhibit "A" to this resolution and incorporated herein by this reference, and hearing and considering the testimony presented during the public hearing; and:

1. The proposed use is conditionally allowed within, and would not impair the integrity and character of the subject zoning district and is in compliance with all of the applicable provisions of this Development Code;
2. The proposed use is consistent with the General Plan and any applicable specific plan;
3. The design, location, size, and operating characteristics of the proposed use are compatible with the existing and future land uses and would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other allowed uses operating nearby or adverse to the public interest, health, safety, convenience, or welfare of the City;
4. The subject parcel is physically suitable in size and shape for the type and density/intensity of use being proposed;
5. There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety; and
6. That, based upon the Initial Study and comments received, there is no substantial evidence that the project will have a significant effect on the environment.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Clovis City Council does approve CUP2018-04, subject to the attached conditions labeled Exhibit "A"

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council held on December 3, 2018, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: December 3, 2018

Mayor

City Clerk



County of Fresno

DEPARTMENT OF PUBLIC HEALTH

David Pomaville, Director
Dr. Ken Bird, Health Officer

July 24, 2018

LU0019562
2604

Lily Cha, Assistant Planner
City of Clovis
Planning and Development Services Department
1033 Fifth Street
Clovis, CA 93612

Dear Ms. Cha:

PROJECT NUMBER: **CUP2018-04, SPR2018-12, PM2018-09, R88-09A**

CUP2018-04, SPR2018-12, PM2018-09, R88-09A; Proposal to construct a 10-unit 2 story duplex.

APN: 552-330-53

ZONING: R-2

ADDRESS: 1855 Austin Avenue

Recommended Conditions of Approval:

- The proposed construction project has the potential to expose nearby residents to elevated noise levels. Consideration should be given to your City's municipal code.
- As a measure to protect ground water, all water wells and/or septic systems that exist or have been abandoned within the project area should be properly destroyed by an appropriately licensed contractor.

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

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

Promotion, preservation and protection of the community's health

1221 Fulton Street / P. O. Box 11867, Fresno, CA 93775

(559) 600-3271 • FAX (559) 600-7629

The County of Fresno is an Equal Opportunity Employer

www.co.fresno.ca.us • www.fcdph.org

ATTACHMENT 2

REVIEWED BY:

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

(559) 600-3271

KT

cc: Steven Rhodes- Environmental Health Division (CT. 58.02)
Mohamad Annan- Applicant (m-annan@outlook.com)



July 17, 2018

Lily Cha
Planning and Development Services Dept.
1033 Fifth St.
Clovis, CA 93612

SUBJECT: CUP2018-04, R88-09A, PM2018-09, SPR2018-12
1855 Austin Ave
APN 552-330-53

Dear Ms. Cha:

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

1. Elementary School Information:

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

School Name: *Gettysburg Elementary*
Address: *2100 Gettysburg Ave Clovis CA 93611-5254*
Telephone: *(559) 327-6900*
Capacity: *768*
Enrollment: *672 (CBEDS enrollment 2017-18 school year)*

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

Governing Board

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

Administration

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

Lily Cha
July 17, 2018
Page 2

2. Intermediate School Information:

School Name: *Clark Intermediate*
Address: *902 5th St Clovis CA 93612-1399*
Telephone: *(559) 327-1500*
Capacity: *1500*
Enrollment: *1554 (CBEDS enrollment 2017-18 school year)*

3. High School Information:

School Name: *Clovis High School*
Address: *1055 Fowler Ave Clovis CA 93611-2099*
Telephone: *(559) 327-1000*
Capacity: *3000*
Enrollment: *2904 (CBEDS enrollment 2017-18 school year)*

4. Bus transportation is currently provided for grades K-6 students residing further than one mile from school and for grades 7-12 students residing further than two and one-half miles from school. Transportation will be available for students attending the above-identified elementary, intermediate and high schools in accordance with District standards in effect at the time of enrollment.
5. The District currently levies a school facilities fee of \$4.87 per square foot (as of July 1, 2018) for residential development. The fee is adjusted periodically in accordance with law. New development on the subject property will be subject to the fee in place at the time fee certificates are obtained.

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

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

Sincerely,



Michael Johnston
Associate Superintendent
Administrative Services

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT
NOTICE OF REQUIREMENTS

File No. 210.433

Page 1 of 4

PUBLIC AGENCY

LILY CHA
DEPARTMENT OF PLANNING AND
DEVELOPMENT SERVICES
CITY OF CLOVIS
1033 FIFTH STREET
CLOVIS, CA 93612

DEVELOPER

MOHAMAD ANNAN
783 N. MARION AVE.
CLOVIS, CA 93611

PROJECT NO: 2018-004
ADDRESS: 1855 AUSTIN AVE.
APN: 552-330-53

SENT: 8/8/18

Drainage Area(s)	Preliminary Fee(s)	Development Review Service Charge(s)	Fee(s)	
1E	\$0.00	NOR Review *	\$50.00	To be paid prior to release of District comments to Public Agency and Developer.
		Grading Plan Review *	\$123.00	Amount to be submitted with first grading plan submittal.
Total Drainage Fee: \$0.00		Total Service Charge: \$173.00		

* The Development Review Service Charge shown above is associated with CL TPM 2018-009 and is currently proposed to develop in conjunction with this permit. Payment for this entitlement shall satisfy the amount due on the associated permits.

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

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

The proposed development shall pay drainage fees pursuant to the Drainage Fee Ordinance prior to issuance of a building permit at the rates in effect at the time of such issuance. The fee indicated above is valid through 2/28/19 based on the site plan submitted to the District on 7/16/18 Contact FMFCD for a revised fee in cases where changes are made in the proposed site plan which materially alter the proposed impervious area.

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

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

CL
CUP
No. 2018-004

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

Page 2 of 4

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

1. ☒ a. Drainage from the site shall BE DIRECTED TO AUSTIN AVE.
☐ b. Grading and drainage patterns shall be as identified on Exhibit No.
☐ c. The grading and drainage patterns shown on the site plan conform to the adopted Storm Drainage and Flood Control Master Plan.

2. The proposed development shall construct and/or dedicate Storm Drainage and Flood Control Master Plan facilities located within the development or necessitated by any off-site improvements required by the approving agency:
☐ Developer shall construct facilities as shown on Exhibit No. 1 as
☒ None required.

3. The following final improvement plans and information shall be submitted to the District for review prior to final development approval:
☒ Grading Plan
☐ Street Plan
☐ Storm Drain Plan
☐ Water & Sewer Plan
☐ Final Map
☐ Drainage Report (to be submitted with tentative map)
☐ Other
☐ None Required

4. Availability of drainage facilities:
☒ a. Permanent drainage service is available provided the developer can verify to the satisfaction of the City that runoff can be safely conveyed to the Master Plan inlet(s).
☐ b. The construction of facilities required by Paragraph No. 2 hereof will provide permanent drainage service.
☐ c. Permanent drainage service will not be available. The District recommends temporary facilities until permanent service is available.
☐ d. See Exhibit No. 2.

5. The proposed development:
☐ Appears to be located within a 100 year flood prone area as designated on the latest Flood Insurance Rate Maps available to the District, necessitating appropriate floodplain management action. (See attached Floodplain Policy.)
☒ Does not appear to be located within a flood prone area.


6. ☐ The subject site contains a portion of a canal or pipeline that is used to manage recharge, storm water, and/or flood flows. The existing capacity must be preserved as part of site development. Additionally, site development may not interfere with the ability to operate and maintain the canal or pipeline.

CL CUP No. 2018-004


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

Page 3 of 4

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



Debbie Campbell
Design Engineer



Robert Villalobos
Project Engineer

**CL
CUP No. 2018-004**

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

Page 4 of 4

CC:

ELIAS SALIBA, AESTHETICS DESIGNS

4668 W. PINE AVE.

FRESNO, CA 93722

CL CUP No. 2018-004

OTHER REQUIREMENTS
EXHIBIT NO. 2

Cross drainage covenants are required for Outlot A and Parcels 1 through 4 to allow surface runoff to reach Austin Avenue.

Development No. Clovis CUP 2018-004

City Council Meeting Sept 10th, 2018

R88-09A

(1844 Austin Ave. Clovis, Ca. 93611)

Summary

Currently the Developer is proposing a site plan that hasn't been done in Clovis before (At least as far as I can see). His plan places (3) 2-story duplexes (6 residential units) within 10' of an R1 property. These 6 residential units will be able to view the backyards of 2 northern properties. His plan dramatically reduces the backyard privacy of the two adjacent R1 properties. His plan will potentially lower the R1 property values because it will be harder to find a buyer who wants to live on the R1 property when there is no backyard privacy.

I have proposed an alternate site plan to the Developer which allows 9 units to be built on his property instead of 10 units. The alternate plan increases the amount of units which can be built on the property with the current height restriction. The alternate plan allows 2-story buildings on the southern end of the property, but has single-story units on the northern end of the property which protects his northern neighbor's privacy. The alternate proposal also follows existing R1 to R2 property boundaries that the City of Clovis has approved in the past. (Examples will be provided later in this presentation.)

I do understand that the city councils vote on Sept. 10th is to only remove the height restriction on the property at 1844 Austin Ave, and that the Conditional Use Permit CUP which allows the 2-story duplexes to be build with a 10' rear setback, will be the next step to be voted on in a month or two. However each step in the process is a point in time that allows me to voice my opinion, and since I cannot support the developers proposal with (10) 2-story duplexes, **I humbly request that the City Council will reject the proposal to remove the height restriction on the property of 1844 Austin Ave.**

Table of Contents

<u>Item</u>	<u>Page</u>
Summary of Letter to the Planning Commission	4
Additional information since the Planning Commission Meeting on Aug 23 rd	5
Site Plan evaluation (Developer's vs. an Alternate Plan)	6-10
Existing R1 to R2 boundaries in the City of Clovis and Neighboring City	11-17
2D layout of the 9 unit alternate plan	18
Appendix "A"	19-26

Please do not approve the removal of the height restriction on R88-09A until a compromise on the site plan has been reached.

I wrote a letter to the Planning Commission asking that the height restriction NOT be removed from the property on 1844 Austin Ave. Below is a summary of the reason why I asked the commission not to approve the request.

1. I purchased my property at 1848 Richert Ave. last year believing that 2-story buildings would not be built directly behind my home. (This was explained on page 1)
2. The **privacy of my backyard will be severely impacted** by building (3) 2-story duplexes along the northern fence line of 1844 Austin Ave.
3. **Lower property values will result for my property** because not as many people may be willing to buy my home without backyard privacy.
4. I believe that the **City of Clovis has a responsibility to preserve the existing Zoning requirements** and restrictions that were established at the time the current residents who live near 1844 Austin Ave. purchased their property
5. I believe that building 2-story housing units along the north fence of 1844 Austin could **negatively impact the ability of my property to access direct sunlight during the months from October to February.**
6. If Mr. Annan only builds 2-story residences on the property of 1844 Austin Ave. with only 400 sq. ft. of living space on the ground floor, this **could defer people with mobility disabilities and other elderly people from living on this property**, especially if a ground floor bedroom is not provided in the residence and/or a stairway lift is not installed so the occupant can access the second story.
7. The **view of the sky line from my backyard will be reduced by about 10 degrees of elevation** if two-story vs single-story buildings are built along the northern fence line of 1844 Austin Ave, with only a 10 ft rear setback to the building.
8. I have question about the legality of the building rear setback of only 10 ft which is proposed on the unapproved site plan of 1844 Austin Ave. Shouldn't the rear setback of the building be 20 ft for an R2 residence per Residential Zoning Districts Chapter 9.10 table 2-3.

(<https://www.codepublishing.com/CA/Clovis/html/Clovis09/Clovis0910.html>)

Additional Information Since the Planning Commission Meeting

For more information about items 1-7, please see the letter that was sent to the planning commission for the Aug 23rd meeting.

In this document I would like to focus a little more on:

- The current site plan that the developer is proposing, verses an alternate plan
- Item 8 (having a 10ft setback instead of the standard 20 ft rear setback)
- Existing R1 – R2 boundaries that have been approved by the City of Clovis in the past

The Planning Commission did recommend that the developer talk to his neighbors on his northern property line (which I am one of them) to see if a compromise could be reached between the developer and the adjacent neighbors. Since then I have talked to Mr. Annan 3 times.

- After the planning committee meeting (Aug. 23rd)
- On the Phone Aug. 29th
- In person on Sept 4th

Unfortunately to this date the Developer and I have not been able to come to a compromise. I continue to ask for a single story building along the northern property boundary to protect my families privacy. The Developer prefer his original plan which is more financially profitable.

Developers Proposal verse an Alternate Compromise Proposal

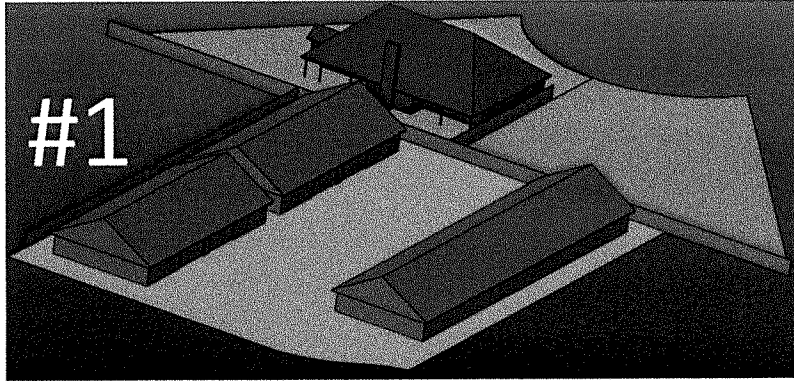
Personally I believe that my alternate proposal of (9) residential units on the property ((3) 2-story duplexes on the south end of his property and (1) single-story triplex on the northern end would be a good compromise.)

It does the following:

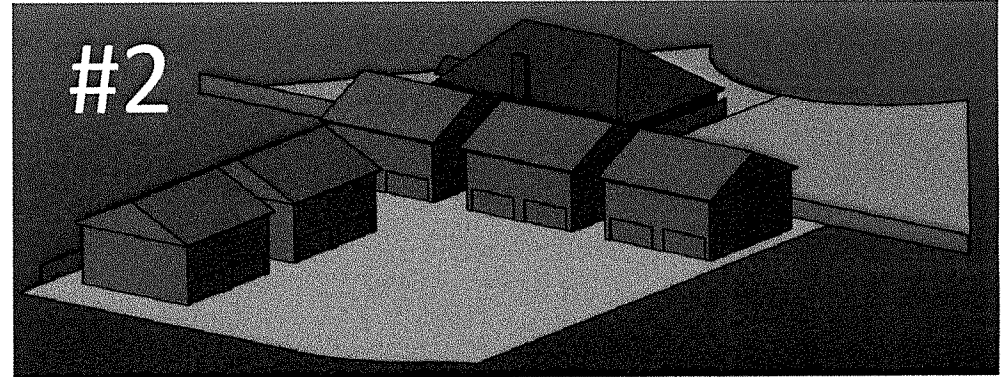
- Still provides a good amount of revenue for Mr. Annan
- Improves my backyard privacy greatly and removes the 8 concerns listed on the previous page
- Allows the developer's building complex to appeal to a greater range of people with mobility issues by having single story buildings on the property.

In the following pages I would like to show you what the developer is proposing to build, verse the construction of the alternate proposal. I would also like to review what similar R2 to R1 properties have done when a 10' rear setback is requested over the standard 20' rear setback.

Below you can see three possible site plans. #1 is a single story option if the zoning height restriction was not remove. #2 shows the developers plan with (5) 2-story duplexes. #3 shows a compromise which matches existing property line interfaces in the City of Clovis between R1 and R2 properties when a 10' rear setback is present

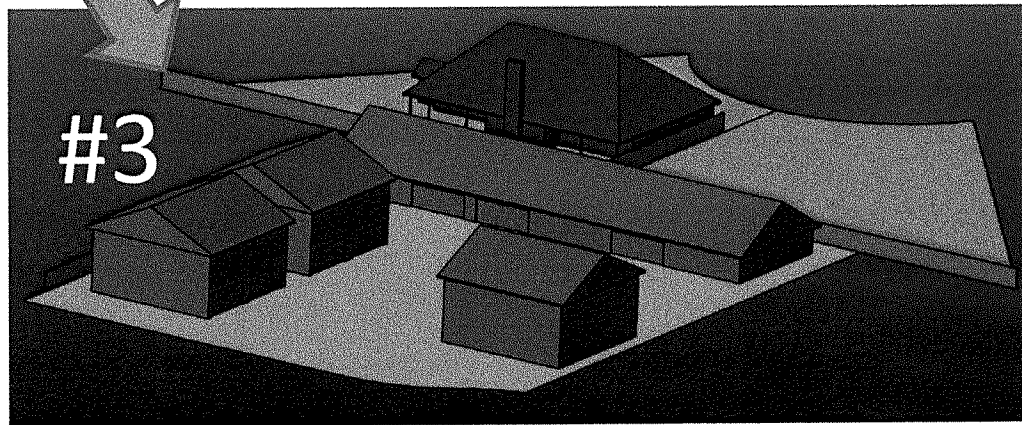


Current Zoning – with
height restriction
(~7 units)



Developer's Proposal
(10 units)

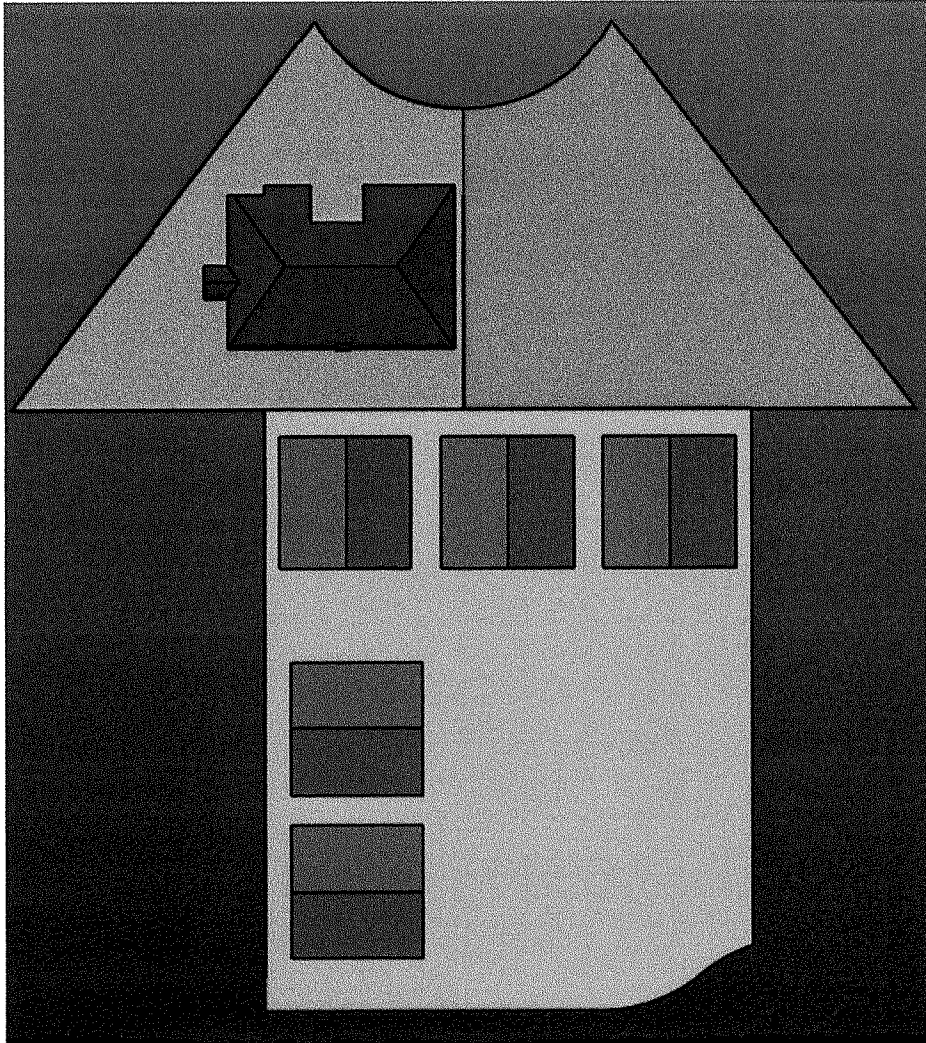
	Current Zoning	Developer's Proposal	Compromis e
1-story duplex	2	--	--
2-story duplex	--	5	3
1-story triplex	1	--	1
Total units	7	10	9



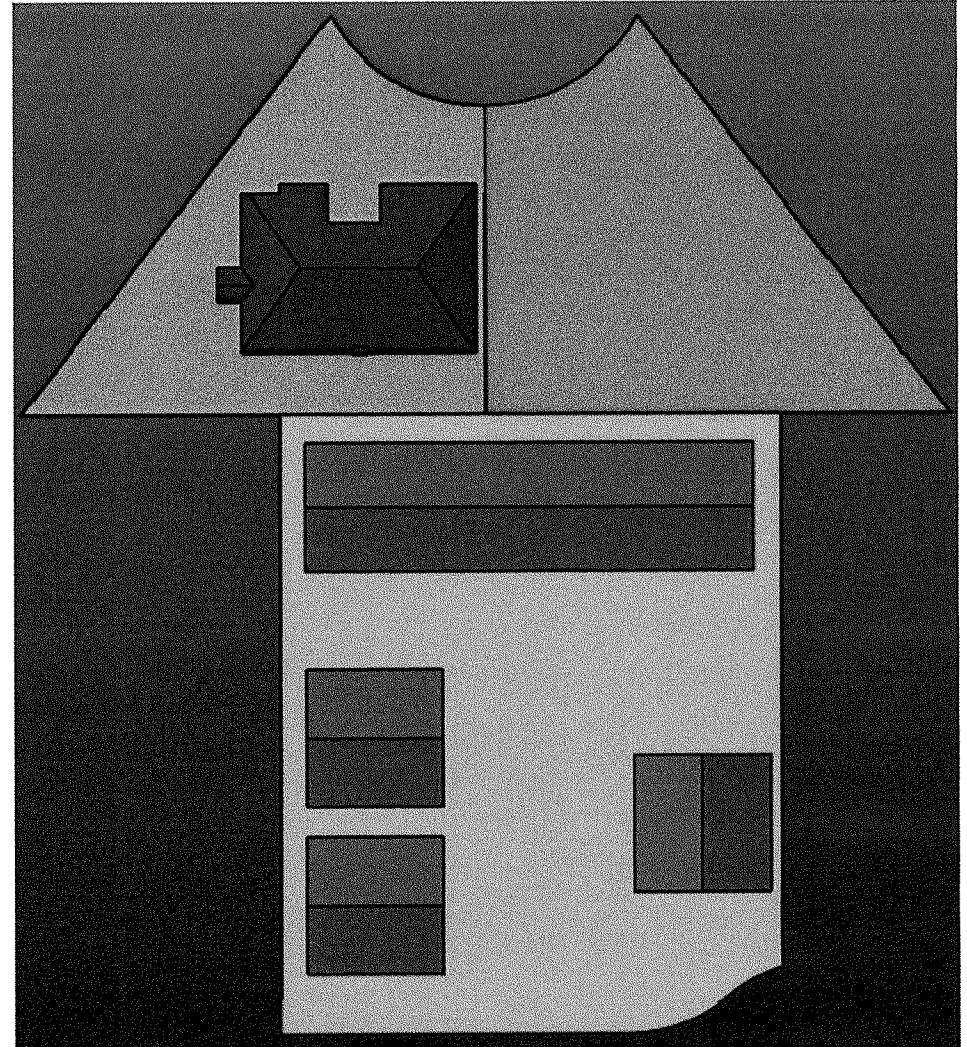
My Compromise Proposal
(9 units)

Developers vs. Alternant Proposal

Plan View of proposals



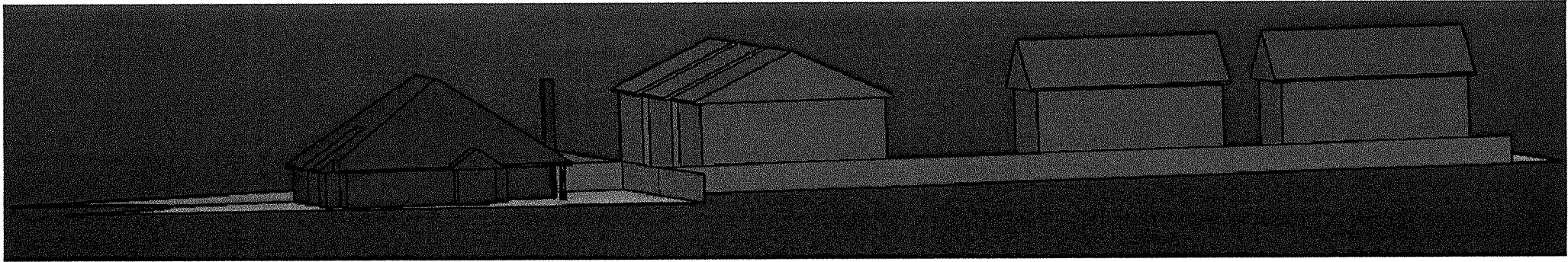
Developer's Proposal



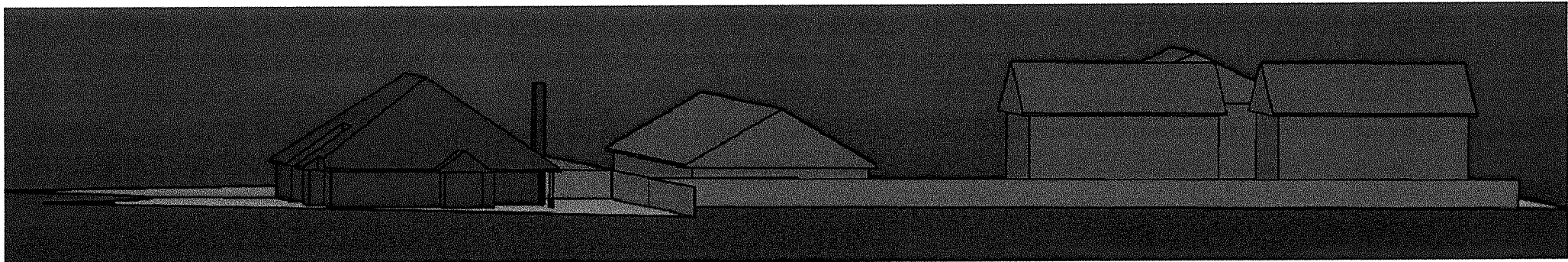
Alternant Proposal

Developer's Proposal vs Alternant

View of how the two proposals affect the skyline and backyard privacy

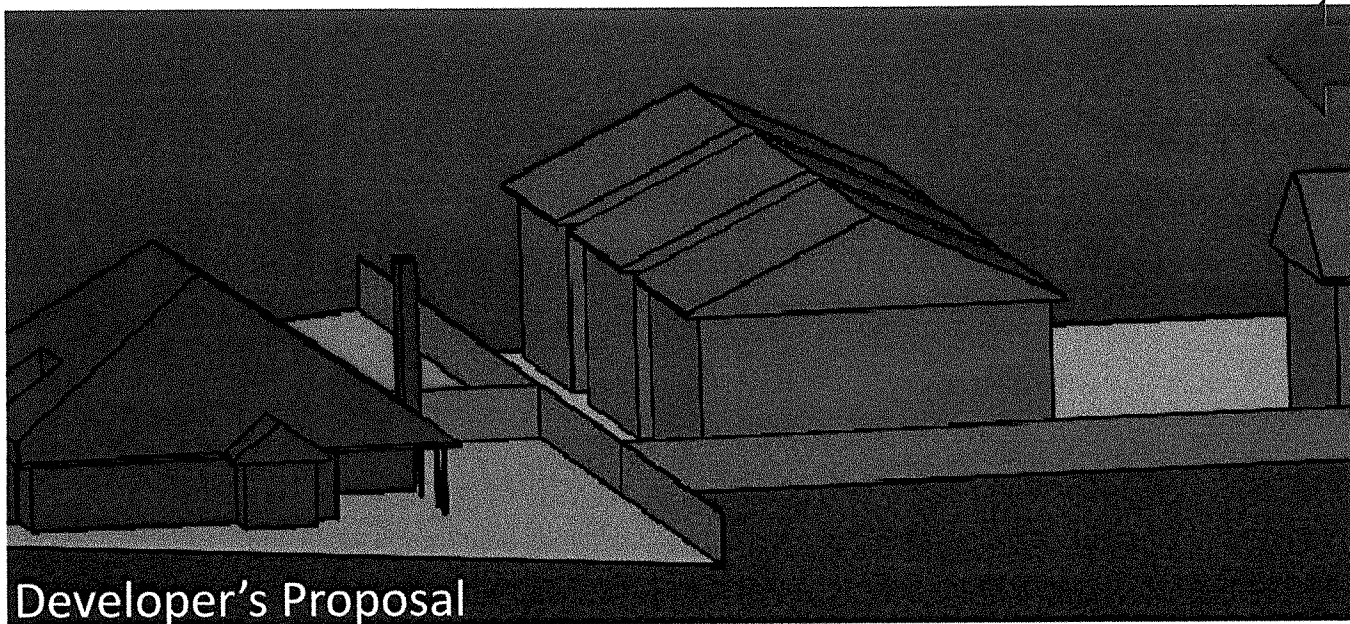


Developer's Proposal



Alternant Proposal

Developer's Proposal vs Alternant

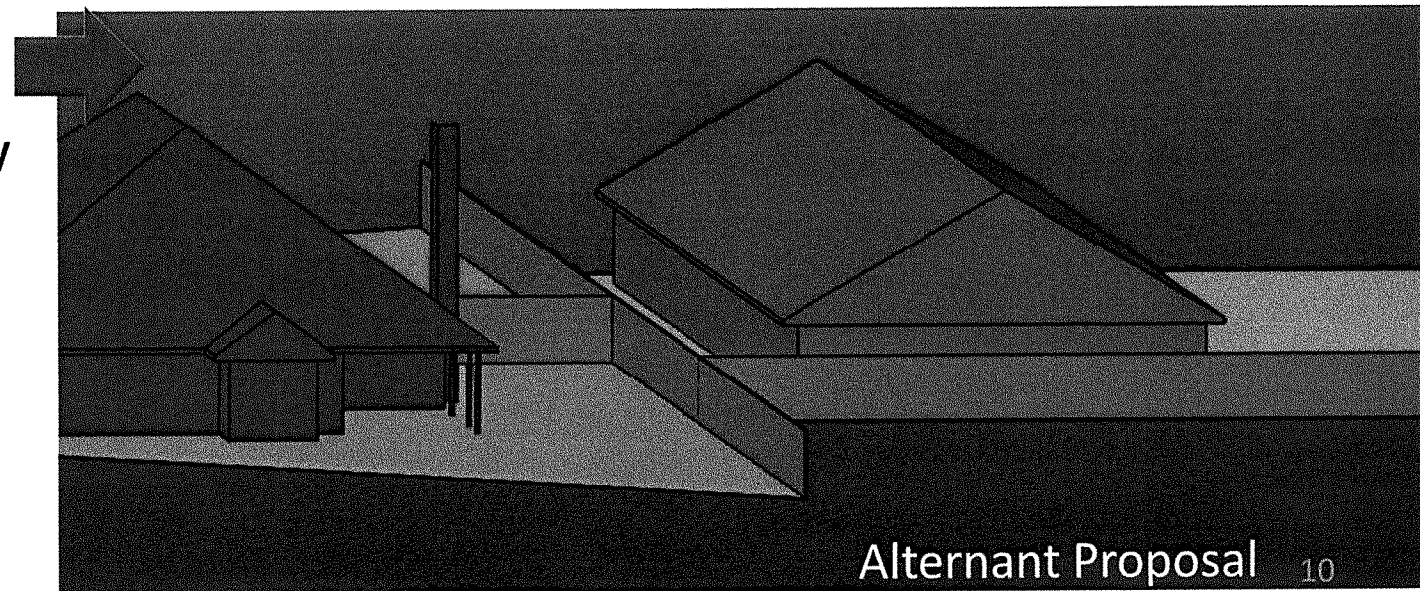


The developer's proposal drastically reduces the backyard privacy for the neighbors who share his northern fence line.

Also I can't find another R2 development that backs up to a R1 property, that has a 2-story building with a 10 ft rear setback.

Single story building(s) along 1844 Austin Ave northern fence line will protect privacy of it's adjoining neighbors

Also this configuration will match existing R2-R1 zoning borders, such as "Dartmouth Towers" at Shaw and Dartmouth.



Alternant Proposal 10

Existing Example of R1 to R2 Property Boundary Interfaces

I was only able to find two property examples in Clovis that had an R2 property boundary which appears to have a 10' setback to an R1 property boundary.

- Dartmouth and Shaw (Dartmouth Towers)
- Temperance and Bullard (Sunny Hills Apartments)

I've also added another example from another town I grew up in. The towns name is Kerman (~15 miles west of Fresno)

- Kearney and Siskiyou (Pebble Brook Village Apartments)

Dartmouth and Shaw

The property has single story building along the R1-R2 boundary when the buildings have a 10' rear setback. Then in the middle of the complex and along the northern street there are 2-story buildings



Dartmouth and Shaw

Here is another view of the property

The alternate proposal matches existing boundary lines between R1 and R2 properties that the City of Clovis have approved in the past.

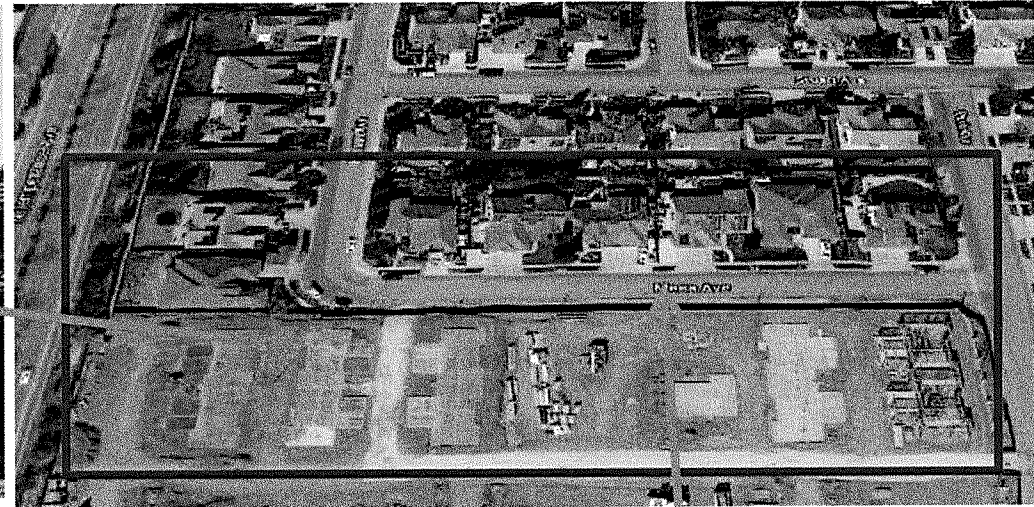
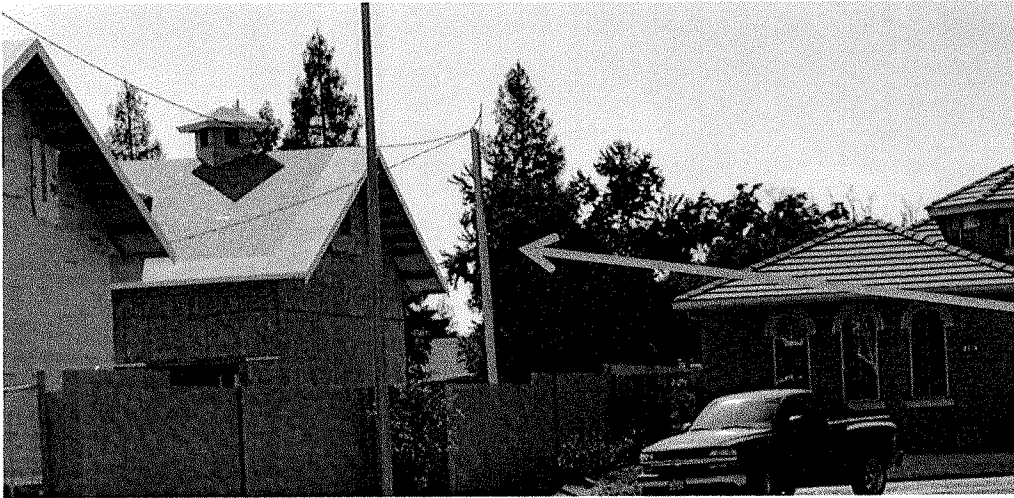


Temperance and Bullard SunnyHills Apartments (R2 – 2-story Under construction)

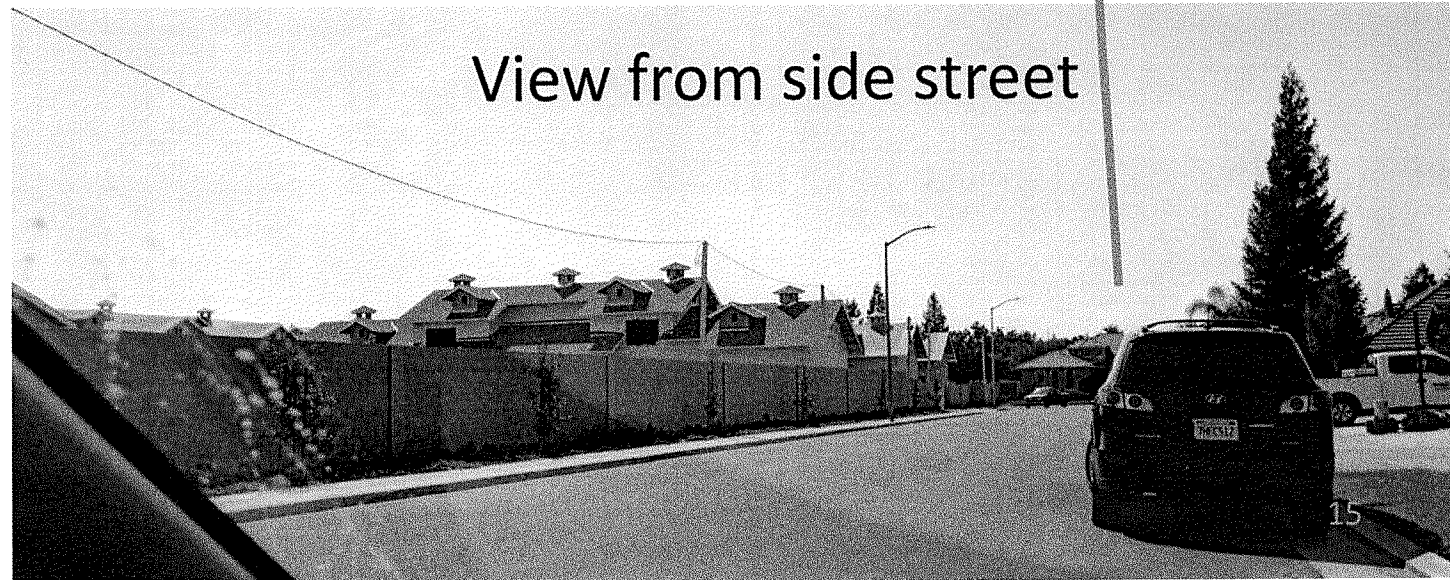
See next page for more information



Temperance and Bullard SunnyHills Apartments (R2 – 2-story Under construction)



There is one apartment that is adjacent to an R1 properties side yard. Although I'm not 100% sure I believe the apartment in this location is single-story and the attic venting is showing in the picture (not a window). The privacy of the R1 Neighbor is protected.



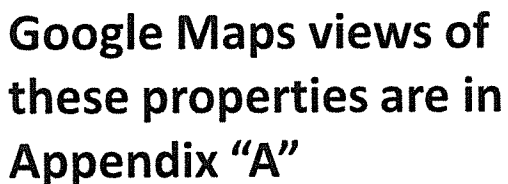
Kearney and Siskiyou (Kerman)

Pebble Brook Village Apartments

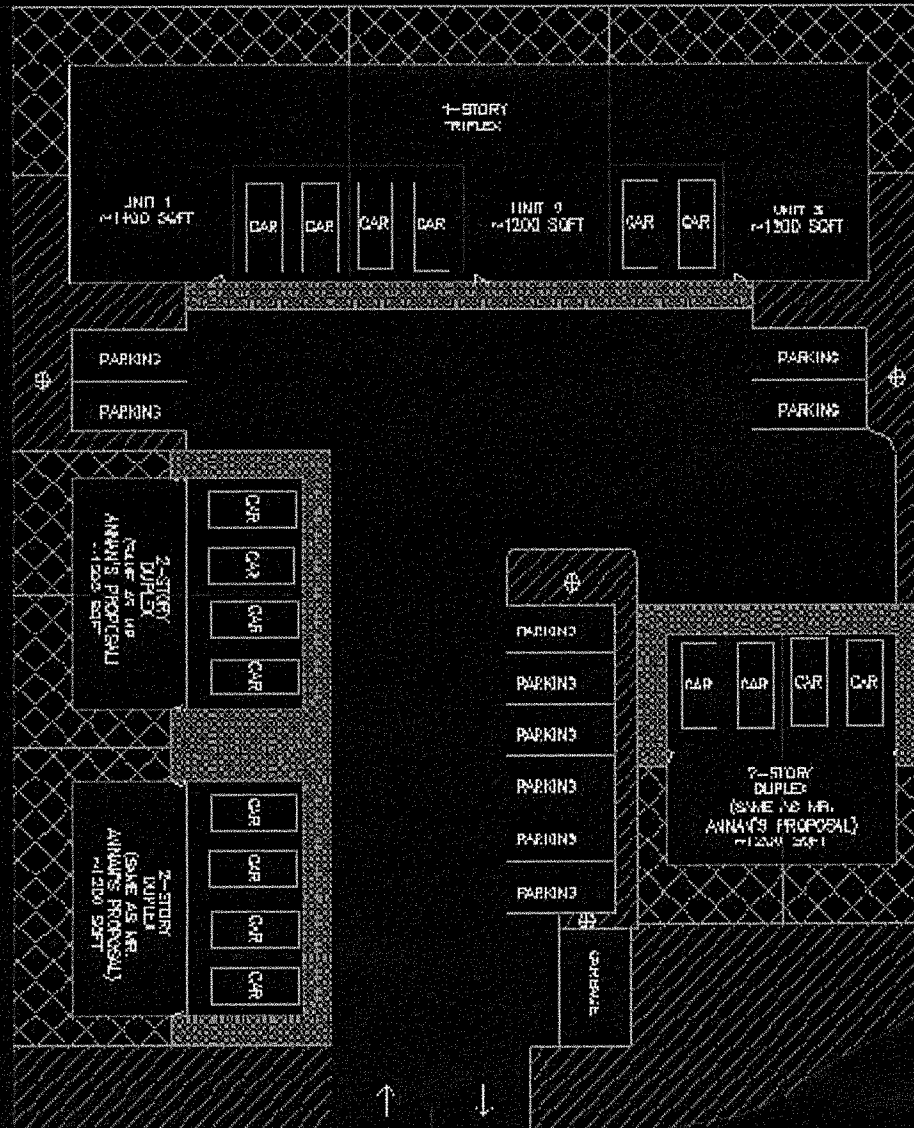
Pebble Brook is a mixture of one and two story apartments in Kerman Ca. They have 2-story apartments along the main streets, and single-story apartments along the zoning boundary between the R2 and R1 properties.



Google Maps views of these properties are in Appendix “A”



Please Consider an Alternant Proposal similar to this one.



PARKING REQUIREMENT
1&2 BEDROOM UNITS =
2 PARKING SPACES

3 BEDROOM UNITS = 3
PARKING SPACES

MINIMUM REQUIREMENT:
(9) 3-BEDROOM UNITS
-27 PARKING SPACES

PROVIDED:
13 - COVERED
10 - UNCOVERED

BACKYARD OR LANDSCAPE

LANDSCAPING

WALKWAY

LIGHT

Appendix “A”

Google maps views of different R2 properties

- Teague and Minnewawa
- Fowler and Alluvial (Property 1)
- Fowler and Alluvial (Property 2)
- Willow and Alluvial
- Fowler and Shaw
- Willow and Gettysburg

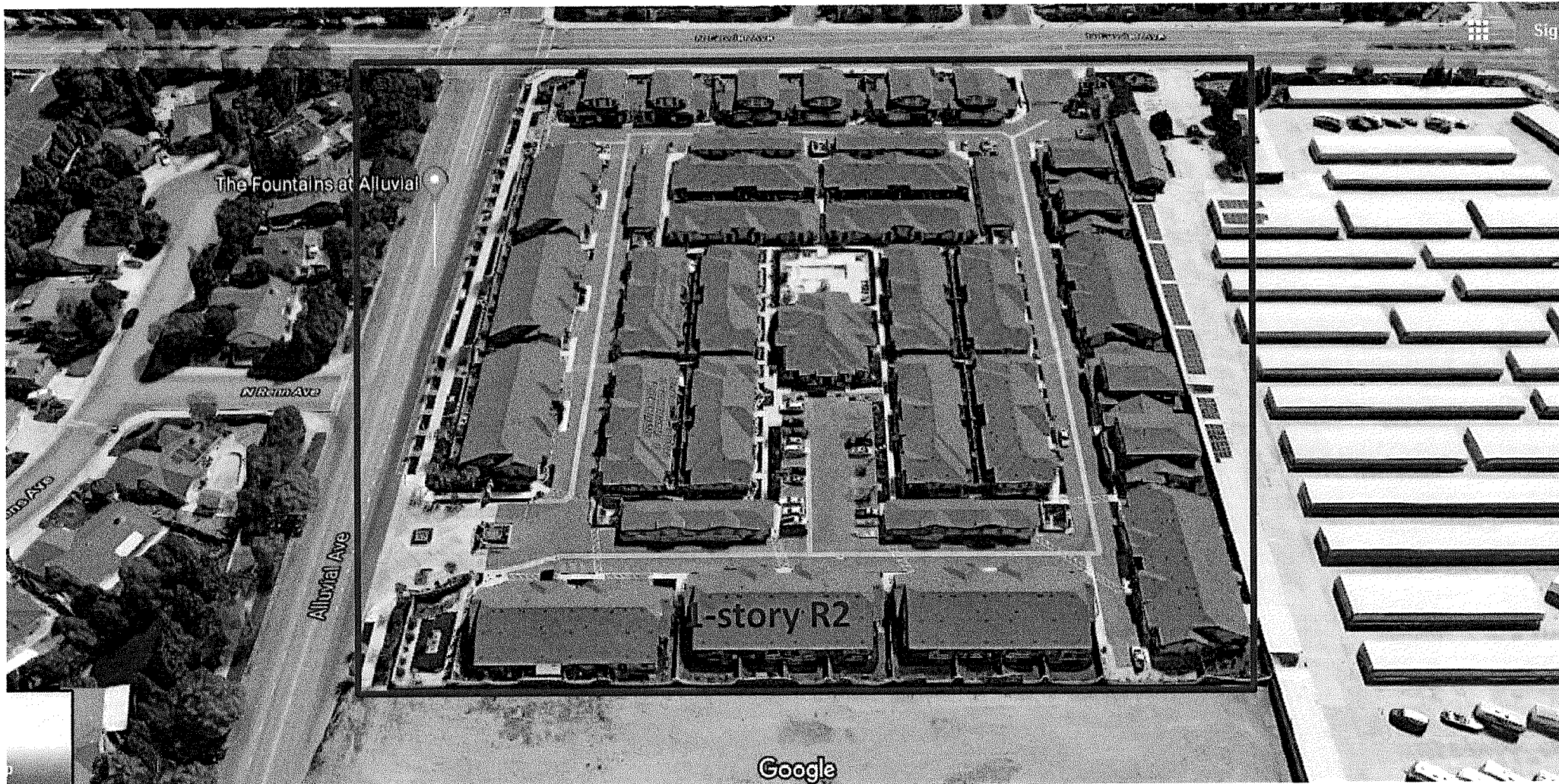
Teague and Minnewawa (R2 subdivision)



Fowler and Alluvial (R2 s-story apartments with standard setbacks)



Fowler and Alluvial (R2 to RA boundary with single story on western border)



Willow and Alluvial (R2 - Single-Story Apartments)



Fowler and Shaw

(R2 – developed with single story apartments)

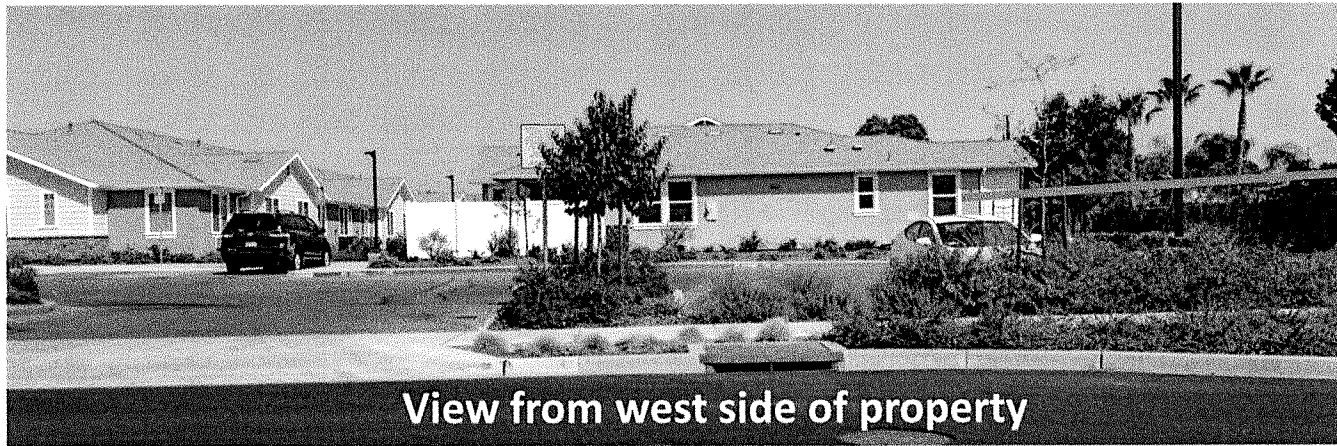
See next page for more information



Fowler and Shaw

(R2 – developed with single story apartments)

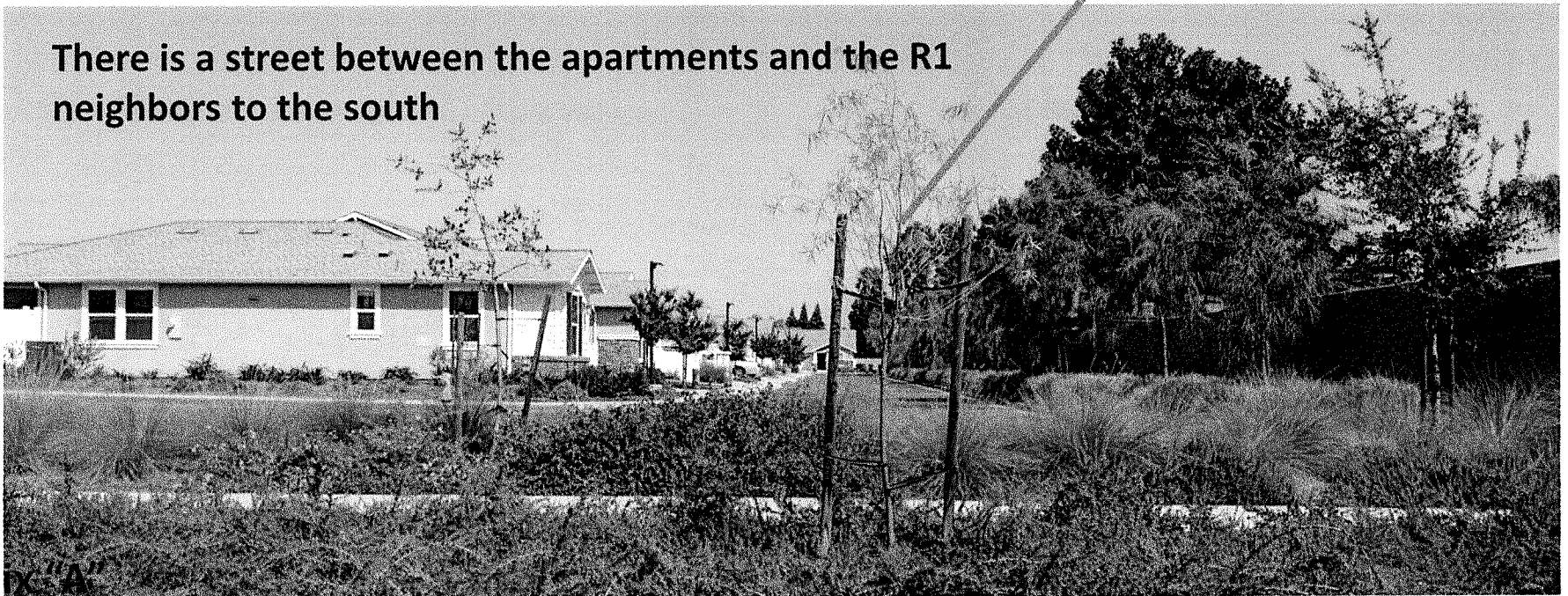
The Apartment Complex's name part of “Carmel Village at Clovis”



View from west side of property



There is a street between the apartments and the R1 neighbors to the south



Willow and Gettysburg (R2 with standard setbacks) Parking is adjacent to R1 properties



Orlando Ramirez

To: MARRISA PENA
Subject: RE: 1844 Austin Way Proposal

From: MARRISA PENA [mailto:marrisa@yourmissionagent.com]
Sent: Monday, September 10, 2018 3:01 PM
To: Orlando Ramirez <OrlandoR@ci.clovis.ca.us>; Ruben Villegas <ruben@yourmissionagent.com>
Subject: 1844 Austin Way Proposal

Mr. Ramirez

Hello I am the owner of the property located directly behind the planned development at 1844 Austin Way Clovis CA 93611.

My back yard faces the lot for the the proposed construction, Kevin and Lisa are my neighbors and their property as well as mine will receive the most negative impact from this build.

I am a REALTOR in Clovis CA and know first hand the huge negative impact Mr. Annan's current plan proposal will have on my property.

Not only will my homes current value and future value decrease substantially it will also affect me in the future if I do decide to relocate or downsize.

I have no plans to move, I purchase my home over 6 years ago and the main reason I fell in love with my home is because of the large outdoor living space.

I love the privacy I have when I walk out of 1 of my sliding glass doors and the lack of noise and traffic allow me to truly enjoy the home I have built, love, raised my 2 oldest daughters in and continue to raise my 2 younger sons in.

To think of having 6 apartment units directly in back of me is something that I never ever thought would be a possibility, it scared me to imaging having to walk into my backyard and have multiple sets of strange eyes encroaching on my privacy but as well as my families safety and well being.

I will never feel comfortable walking out of my bedroom and taking a dip in my pool or reading a book under my pergola or even back porch knowing that my privacy that I value more than anything has the possibility of being non existent if the height restriction is passed by the City of Clovis.

You can ask anyone if they would be comfortable with having to live like that and the answer would be no. I am a Clovis resident, Homeowner and Business owner and I would

hope the City of Clovis would take into consideration our neighborhoods charm, family atmosphere and safety before the earnings of an investor that is not even a resident of our Gettysburg Park Community.

Thank you in advance

Marrisa Pena

1852 Richert Ave

Clovis CA 93611

559-260-6986

--

Marrisa A. Pena

Mission Mortgage & Realty of Central Valley

2700 Clovis Ave Suite 108

Clovis CA 93612

559-260-6986-Cell

559-291-SELL-Office

877-561-3777-Fax

BRE#01777687/01910540

NMLS#329987-925515

www.missionmortgageandrealty.com

October 16, 2018

Received

OCT 19 2018

ADMIN/CITYMGR

Dear Clovis City Council Members and Planning Commission,

I am writing in regards to CUP2018-04, requesting to approve a conditional use permit for property located at 1855 Austin Avenue. I am voicing a resounding NO to the ten residential units, two story condominiums Mr. Annan is trying to get a permit for. I do not understand how the council thinks this would be a desirable addition to this neighborhood, and would like for you to take a more personal view toward your decision on this. The building of such a monstrosity would indeed lower the existing neighborhoods home values surrounding this proposed idea. We have all worked hard on our residences, and do not wish to see our blood, sweat, and tears overlooked with such low regard. As we have voiced at other council meetings, we feel that this does not blend with existing properties. This must remain a single story neighborhood, as was determined by your council and planning commission of yesterday. Let me walk you through a brief history of this "trac", so that you can be refreshed as to what it's history was:

988 - R-88-9 Single story Professional Office

2004 - TM5230 Low Density Multiple Family Residential, Single Floor
(SPR2004-12 and 13 Single Story duplex/triplex to the south)

2008 - CUP2008-05 Low Density Multiple Family to east. Site is
designated as Office (proposed daycare) Obtained 73 signatures
against to no avail-

2012 - CUP2008-05A Limits structure to one story

You advertise on your City of Clovis website, that you are "committed to our needs, values,
and a quality way of life for all."

Well, we NEED to feel safe in our own backyards without prying eyes watching our every move.

We VALUE our homes and wish to keep that value when it is time to move on, not lower it because no one would purchase it at market value with those looming white elephants behind it. QUALITY OF LIFE? Please tell me how this will be a positive impact on that. Our privacy will be non-existent. The added noise level, congestion and parking problems that already exist because of the day care facility, will be compounded to such extremes, that would hardly represent what you deem "A Clovis Way Of Life."

You really must see past the immediate possible benefit for the city on this. This is not in any way, shape, or form, a positive conclusion for the families who have been here working, thriving, and contributing most ardently to this town.

Thank you for your time,

Jeanna Basch

Jeanna Basch

1844 Richert Avenue

Clovis, CA 93611

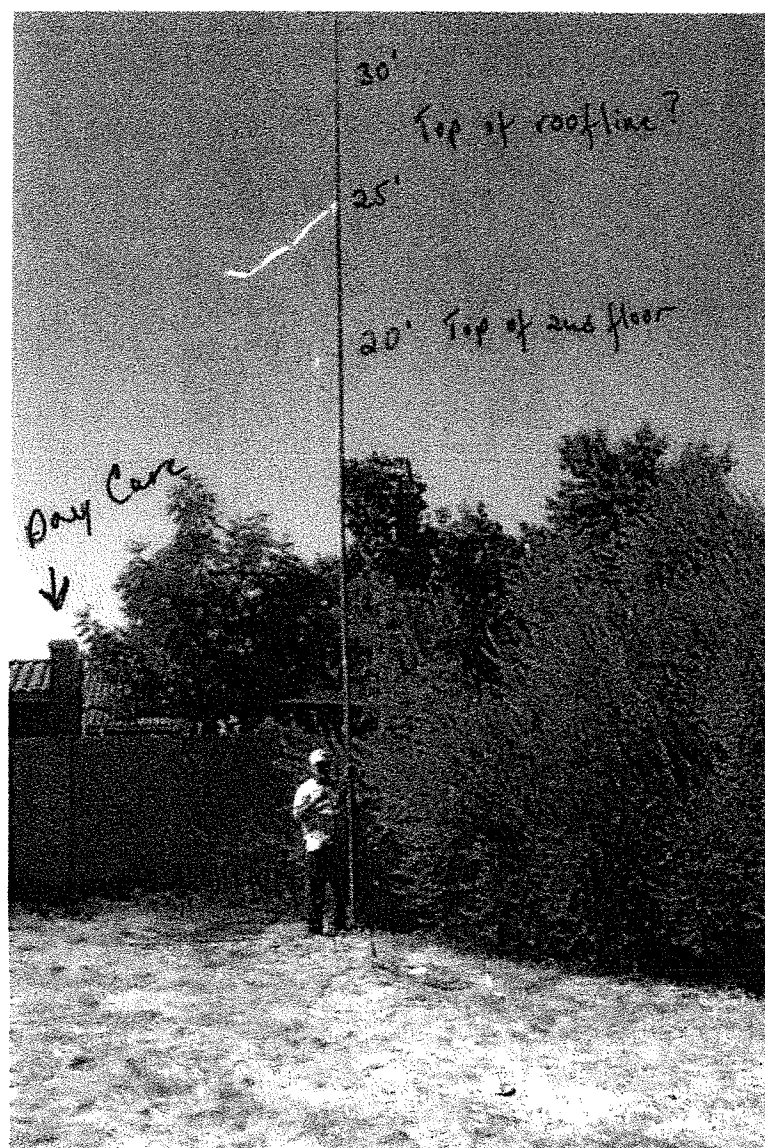
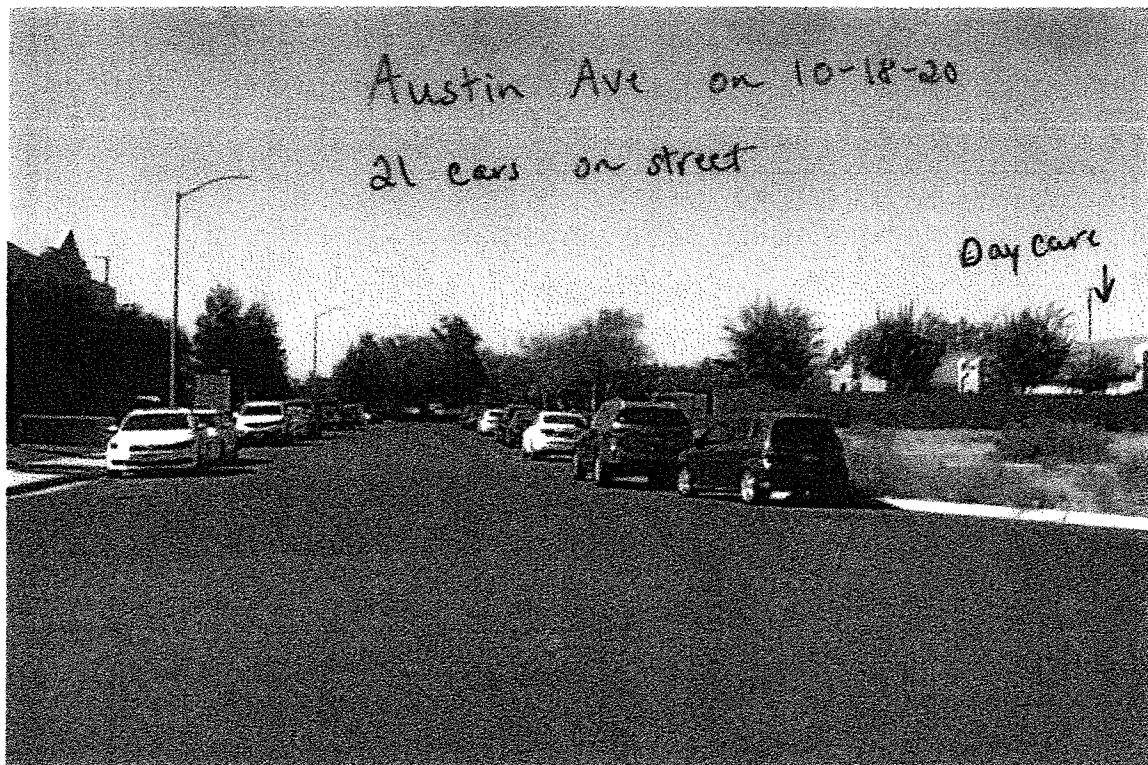




EXHIBIT "C"

Conditions of Approval - R88-9

1. The following development criteria shall be applied to multiple family residential development at this site:
 - a. A two car enclosed garage shall be incorporated for each residential unit.
 - b. No more than one dwelling unit per 3,000 square foot of lot area shall be provided at this site (6,000 square feet for duplexes, 9,000 square feet for triplexes)
 - c. All front yard setbacks within the multiple family development shall be a minimum of 20 feet. A minimum 20 foot front yard setback shall be provided along the Ashlan Avenue frontage.
 - d. Residential units shall be constructed with duplex or triplex lots in an architectural manner and of materials reflective of single family residential development. This shall include:
 - tile, shake or calshake type roofing.
 - a minimum roof pitch of 3:12.
 - a minimum first floor area of 1200.
 - any second floor construction shall not exceed 450 square feet.
 - minimum roof overhang shall be 3 feet.
 - a minimum of one roof break shall be required per each dwelling.
 - e. Height limitations shall reflect the current standards of the Southeast Area Specific Plan. The provisions of condition 1(d), above, regarding second floor are applicable only if Southeast Area Specific Plan is amended to allow two-story residential construction in this area.
2. The following are development standards for the professional office development at this site:
 - a. A minimum 20 foot landscaped setback shall be provided along the Ashlan and Fowler Avenue frontages.
 - b. All development on this site shall not exceed one story in height.
3. Applicant shall dedicate to provide 30 feet east of the section line along the Fowler Avenue frontage of the site for widening of Fowler.

2004

determine the height of the residential structures. Presently, the plan limits structure height to a single floor. (Please see the attached conditions of Exhibit "C").

At the time of zoning, considerable discussion occurred as to whether the continuation of the frontage road along Fowler Avenue should be required. At the request of area residents, the frontage road continuation was not required by the City Council.

A specific condition of approval requires Planning Commission review of any site plan review application on this site.

Reasons for Recommendation

In light of court decisions, it is appropriate for the City to make findings of consistency between the required dedications and the proposed development. Every dedication condition now needs to be evaluated to confirm that there is a rough proportionality or that a required degree of connection exists between the dedication imposed and the proposed development. The City of Clovis has made a finding that the dedication of property for this tentative tract map partially satisfies the development's proportionate contribution to the City's circulation system. The circulation system directly benefits the subject property by providing access and transportation routes that service the site. Further, the circulation system also enhances the property's value.

Tentative Tract Map TM 5230 would create a five parcel subdivision with parcels 1, 2, and 3 being developed under the C-P (Professional Office) Zone District and parcels 4 and 5 developing under the R-2 (Low Density Multiple Family Residential) Zone District. As mentioned previously, development conditions are attached to the zoning for this site.

The parcels that are being created are consistent with the development standards of the associated zone districts, as conditioned, and the Southeast Area Specific Plan.

Staff does have some concern regarding the placement of additional driveways along the Fowler Avenue frontage. However, as any development will be required to undergo the Site Plan Review process, and as conditions of approval for Rezone R88-9 require Planning Commission review of the Site Plan Review, any Fowler Avenue driveway placements may be specifically reviewed at that phase. Staff recommends the use of reciprocal vehicular access agreements for parcels 1 and 2.

Given the consistency of this map with the zoning and specific plan standards for the site, staff recommends approval, subject to the attached conditions of Exhibit "A".

The findings for approval of a tentative subdivision map application are as follows:

1. The proposed map is consistent with applicable general and specific plans;
2. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans;
3. The site is physically suitable for the type of development;
4. The site is physically suitable for the proposed density of development;

R88-9 included a condition of approval that limited structures to one story. The applicant's proposed structure is approximately 21 feet high, consistent with the rezone conditions.

Flags and Monument Sign

The developer is requesting to construct a monument sign at the corner of Austin and Fowler Avenues including three flag poles at 30 feet in height. The Code permits flag poles up to 24 feet in height. The Code further states that the Commission could consider flag poles higher than 24 feet through a sign review. Staff is requesting that the Commission consider the applicant's request to place three, 30-foot high flag poles at the corner.

Hours of Operation

During the initial hearings for the existing day care, noise was a major topic of concern for the neighbors. The City Council requested restricted hours in order to address those concerns. CUP2008-05, included restrictions on the hours of operation from 6:00 a.m. to 6:30 p.m. with the use of the play area limited to 8:00 a.m. to 6:00 p.m.

Since the opening of the day care, staff has not received any complaints or concerns of noise from the use. The applicant is not requesting to amend the hours of operation.

Walls and Fences

The Clovis Municipal Code requires a six-foot high masonry wall along all property lines between office and residential zoned properties. The applicant is proposing a six-foot high wall along the north property line and a three-foot high wall with a three-foot high decorative wrought iron element above, along the west side of the site adjacent to Fowler Avenue. A six-foot high wrought iron fence is proposed on the south side of the project.

One-Year Review

Per a request by the City Council, staff noticed the neighbors and conducted a one-year review of the existing day care facility and presented findings to the Planning Commission on April 22, 2010. During the hearing, one neighbor stated that there was an issue with the intensity of the patio light on the back side of the facility. Staff worked with the applicant to remedy the issue. No other violations were found and the Planning Commission determined the use to be in compliance with CUP2008-05.

California Environmental Quality Act (CEQA)

This Project is exempt from CEQA pursuant to a Class 32 categorical exemption. Class 32 exemptions consist of in-fill development less than 5 acres in size meeting the conditions described in California Government Code Section 15332(a), (b), (c), (d) and (e). A Notice of Exemption has been completed during the preliminary review and is kept

Attn. Planning Commission and City Council members,

As a voting member of this community, I urge you to give your attention to the complaints of your constituents regarding CUP2018-04. I expect you, as leaders, to listen and empathize with your neighbors whose home lives and properties are at risk of losing value. Realistically, the proposed 10-unit multiple-family condominium complex for Austin Avenue, set to be a frustratingly invasive two-story establishment, will bring down the property value of the surrounding homes. Many of the homeowners, when first purchasing their properties, were told that the lots along Austin Avenue were meant to be single-story professional medical facilities—see Exhibit “C” Conditions of Approval-R88-9, provided by the City of Clovis itself (that means you). Upstanding medical institutions, quiet and lacking the high-up windows that could peer over into not-so-private backyards, are not threatening to a homeowner’s property value or privacy.

However, a few years ago, a day care, complete with a camera, play place, and screaming children, was established instead. What a betrayal! The City of Clovis that we know and love broke the promises made in the Conditions of Approval R88-9. That was a solid agreement, and it was thrown out the window. Ouch. While many of the inhabitants of the homes near the daycare have or have had children of their own and do not oppose daycares in general, this particular daycare felt—and still feels—rather exposing, not to mention loud. The noise pollution itself is a bother. While I was trying to study for Calculus exams in high school, even the closed windows could not cut off the constant high-pitched screaming of the children or the shouts of the care providers: “EVERYBODY LINE UP!” When I was in kindergarten, my teachers told us to be quiet if we got too loud, because we were near other classrooms. Do homeowners not deserve the same respect?

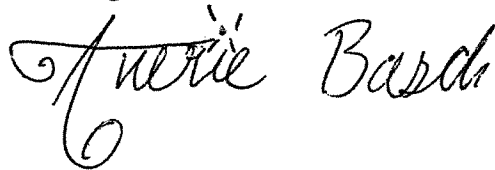
The issue at hand is not the daycare, however. Instead, the neighborhood faces a TWO-story complex, with leering windows promoting potential new residents to overlook the current inhabitant’s backyards, where we all should be able to live in the privacy that was bought with the home and fences. People should feel comfortable at home, in their backyard. You should. I should. We all should. However, the proposed structure is only twenty feet away (a very short distance) and will simply by existing

14 October 2018

shatter any hope of comfort. It will be tall. It will be close. It will be a leering and overshadowing monstrosity that daily undermines the credibility of the City of Clovis, who wrote the aforementioned Conditions of Approval that are in danger of being violated once again. We have measured the proposed dimensions. Believe me, you would not want this on the other side of where you and your families relax, sunbathe, throw birthday parties, etc. You would not want this probing violation. You would not want your trust broken, *again*, especially so close to voting season. You would not want the house you finally paid off to drop in value because the City of Clovis decided to throw away your original agreement. You would not want to lose the value of your property, the privacy of your home and backyard, and your faith in your representatives all at once. You would want to you and your neighbors to be defended by those who were either carefully selected or voted in to do so, because you all spoke up against one threatening unit. We are a team, you and us, and teams only succeed when all members work together, communicating effectively and supporting each other, especially in the face of adversity.

The only way for the city to uphold its credibility in the eyes of these voters is to support those who are demanding help. We have banded together, and ignoring us is a blatant disregard and disrespect of our voices—voices which gave some of you these positions. There is no logical, moral, or even economic reason to why the proposed buildings should be erected on the other side of our fences when they cause so much unease to the patient neighbors who are speaking up now. Please listen to our voices.

Kind regards,

A handwritten signature in cursive script that reads "Averie Basch". The signature is fluid and elegant, with a large, stylized initial 'A'.

Averie Basch

1844 Richert Ave.

Clovis, CA 93611

CITY *of* CLOVIS

(<https://www.ci.clovis.ca.us/>)

ABOUT ([HTTPS://WWW.CI.CLOVIS.CA.US/ABOUT](https://www.ci.clovis.ca.us/about))

BUSINESS ([HTTP://CLOVIS4BUSINESS.COM/HOME.ASPX](http://clovis4business.com/home.aspx))

DEPARTMENTS & SERVICES ([HTTPS://WWW.CI.CLOVIS.CA.US/DEPARTMENTS-AND-SERVICES](https://www.ci.clovis.ca.us/departments-and-services))

EMPLOYMENT ([HTTPS://WWW.CI.CLOVIS.CA.US/EMPLOYMENT](https://www.ci.clovis.ca.us/employment))

GOVERNMENT ([HTTPS://WWW.CI.CLOVIS.CA.US/GOVERNMENT](https://www.ci.clovis.ca.us/government))

NEWS ([HTTPS://WWW.CI.CLOVIS.CA.US/NEWS](https://www.ci.clovis.ca.us/news))

WEB SERVICES ([HTTPS://WWW.CI.CLOVIS.CA.US/ONLINE-SERVICES](https://www.ci.clovis.ca.us/online-services))

SEARCH ([HTTPS://WWW.CI.CLOVIS.CA.US/SEARCH](https://www.ci.clovis.ca.us/search))

Clovis General Plan Introduction

Since the City's incorporation over 100 years ago in 1912, Clovis remains a community that values its citizens, its way of life, and its future as a leader and innovator in the San Joaquin Valley. This General Plan continues this tradition by building on the strengths of previous planning efforts, staying true to the community's values and vision, and addressing future needs in a changing world.

This plan focuses on the preservation and enhancement of the existing Clovis community while allowing the continued development of three Urban Centers to ensure the long-term viability of the Clovis we know and love. The Urban Centers—key components that are carried forward from the 1993 plan (</Portals/0/Documents/Planning/ClovisGeneralPlan/1993GeneralPlan.pdf>)—are unique sub-communities of Clovis that enable the City to grow while maintaining authentic, small town character and overall livability.

Another important focus of this General Plan is to provide a document that is approachable and easy to use. This plan focuses on providing clear, consistent, and substantive goals and policy direction to guide community members, staff, and elected officials when making decisions about Clovis' future.

General Plan Content

General Plan Home Page
(</Departments-and-Services/Planning-and-Development/General-Plan>)

Land Use Element (</Departments-and-Services/Planning-and-Development/General-Plan/Land-Use-Element>)

Economic Development Element
(</Departments-and-Services/Planning-and-Development/General-Plan/Economic-Development>)

Circulation Element
(</Departments-and-Services/Planning-and-Development/General-Plan/Circulation-Element>)

Housing Element
(<http://www.ci.clovis.ca.us/Departments->

General Plan Vision

Vision Statement

A City that is committed to the Clovis Community Family, their needs, their values, and a quality way of life for all; reflecting that commitment in how it develops and in the activities it undertakes.

Community Values and Guiding Principles

One word symbolizes Clovis of the past, present, and future more than any other: FAMILY—not only the conventional definition, but all of the individuals and households who make Clovis their home or work place. In other words: The Clovis Community Family.

The physical place called Clovis will continue to reflect the central value of The Community Family as it moves through this century. The Vision for Clovis is the building block of our neighborhoods, schools, and civic institutions and provides the motivation for everything the City and its leaders do jointly to shape the future.

The Clovis Community Family idea embraces the following guiding principles:

Small Town Character

Preserve the authenticity of Old Town and plan new development that creates a sense of community and place.

Education

Support access to superior lifelong education for all Clovis residents.

Dear Planning Commission and City Council members,

Regarding: CUP2018-04

My name is Jeanna Basch

I live at 1844 Richert Ave

Please **do not** allow 2-story buildings to be building along the fence lines that border the R1 properties of 1855 Austin Ave. for CUP2018-04 and also for future development of the neighboring property 1885 Austin Ave. Clovis Ca. 93611 if a CUP is requested in the future by that property owner.

Sincerely,

Jeanna Basch Date 10/16/18

Dear Planning Commission and City Council members,

Regarding: CUP2018-04

My name is Averie Basch

I live at 1844 Richert Ave

Please **do not** allow 2-story buildings to be building along the fence lines that border the R1 properties of 1855 Austin Ave. for CUP2018-04 and also for future development of the neighboring property 1885 Austin Ave. Clovis Ca. 93611 if a CUP is requested in the future by that property owner.

Sincerely,

Averie Basch Date Oct 14, 2018

Dear Planning Commission and City Council members,

Regarding: CUP2018-04

My name is Cheryl Cerniglia

I live at 3146 Whittier Ave #101 Clovis CA 93611

Please **do not** allow 2-story buildings to be building along the fence lines that border the R1 properties of 1855 Austin Ave. for **CUP2018-04** and also for future development of the neighboring property 1885 Austin Ave. Clovis Ca. 93611 if a CUP is requested in the future by that property owner.

Sincerely,

Cheryl Cerniglia Date 10/16/18

Additional concern is more traffic. Two-story buildings mean more people, more vehicles. Traffic is already a problem to get out of my driveway because of the nursery school and strip mall. I strongly vote No to two-story buildings.

Dear Planning Commission and City Council members,

Regarding: CUP2018-04

My name is Wendell Edvardson

I live at 1842 Richert Ave Clovis CA 93611

Please **do not** allow 2-story buildings to be building along the fence lines that border the R1 properties of 1855 Austin Ave. for **CUP2018-04** and also for future development of the neighboring property 1885 Austin Ave. Clovis Ca. 93611 if a CUP is requested in the future by that property owner.

Sincerely,

[Signature] Date 10/13/18

Dear Planning Commission and City Council members,

Regarding: CUP2018-04

My name is Poi Saipale

I live at 3175 Whittier Clovis CA 93611

Please **do not** allow 2-story buildings to be building along the fence lines that border the R1 properties of 1855 Austin Ave. for **CUP2018-04** and also for future development of the neighboring property 1885 Austin Ave. Clovis Ca. 93611 if a CUP is requested in the future by that property owner.

Sincerely,

[Signature] Date 10-18-19

Dear Planning Commission and City Council members,

My name is Teri MorrisI live at 1831 Richert - Clovis CA 93611

Please **do not** allow 2-story buildings to be building along the fence lines that border the R1 properties of 1855 Austin Ave. for **CUP2018-04** and also for future development of the neighboring property 1885 Austin Ave. Clovis Ca. 93611 if a CUP is requested in the future by that property owner.

Sincerely,

Teri MorrisDate 10-18-18

Dear Planning Commission and City Council members,

Regarding: CUP2018-04

My name is Steve : ELIZABETH BehlenI live at 1928 Swift

Please **do not** allow 2-story buildings to be building along the fence lines that border the R1 properties of 1855 Austin Ave. for **CUP2018-04** and also for future development of the neighboring property 1885 Austin Ave. Clovis Ca. 93611 if a CUP is requested in the future by that property owner.

Sincerely,

Steve : Elizabeth BehlenDate 10/18/18

Dear Planning Commission and City Council members,

Regarding: CUP2018-04

My name is Marlene AnthonyI live at 1841 Richert Ave Clovis, Ca.

Please **do not** allow 2-story buildings to be building along the fence lines that border the R1 properties of 1855 Austin Ave. for **CUP2018-04** and also for future development of the neighboring property 1885 Austin Ave. Clovis Ca. 93611 if a CUP is requested in the future by that property owner.

Sincerely,

Marlene AnthonyDate 10/18/18

Dear Planning Commission and City Council members,

Regarding: CUP2018-04

My name is

JANET WOOD

I live at

3135 Whittier #102 Clovis

Please do not allow 2-story buildings to be building along the fence lines that border the R1 properties of 1855 Austin Ave. for CUP2018-04 and also for future development of the neighboring property 1885 Austin Ave. Clovis Ca. 93611 if a CUP is requested in the future by that property owner.

Sincerely,

Janet Wood

Date

10-23-18

1 level only please. Lots of traffic on street already.
Employees park in that area & lots of delivery trucks

Orlando Ramirez

From: Huy To <huy.chia@gmail.com>
Sent: Thursday, October 25, 2018 4:51 PM
To: Orlando Ramirez
Cc: Huy To
Subject: Opposing Development at 1855 Austin Ave. in Clovis

Hello Mr. Ramirez,

My name is Huy To and I live at 1910 Swift Ave, Clovis, CA 93611. I'm writing to you as a concern parent of three little girls. I have a swimming pool and a play structure on our property. My children often play and swim in a safe and comfortable environment of our backyard. I wanted to oppose the development of a multi-story duplexes development on the property that share my back fence. I wanted my girls to freely and safely play in our backyard with no fear of any potential danger. As I mentioned, please do not allow any multi-story duplex development along the fence lines that border the R1 properties of 1885 Austin Ave., for CUP2018-04 and also for future development of the neighboring property of 1885 Austin Ave., Clovis, CA 93611 if a CUP is requested in the future.

Sincerely,

Huy To
10/25/2018

Orlando Ramirez

From: Delbert Santos <Delbert.Santos@carringtonres.com>
Sent: Thursday, October 25, 2018 8:35 AM
To: Orlando Ramirez
Subject: Important!!! Site Plan for 1855 Austin Ave Clovis CA 93611

To Orlando Ramirez,

Hi, unfortunately I can't be at the meeting tonight as I've had 2 deaths in the family last week and the funeral service for one is tonight during your meeting.

I Delbert Santos am in opposition of the proposed development of the 2-story Duplexes on 1855 Austin Ave. While these units will provide other families to enjoy the comforts and luxuries of our wonderful neighborhood, they will bring detrimental complexities to the neighborhood that will disturb preexisting residents living conditions. Firstly, the proximity to our homes is a fundamental flaw of these developmental plans, as the erecting of two story duplexes encroaches upon our footprint and our privacy. Accordingly, property value may be directly affected from building these units. Additionally, noise accompanies multi-unit housing and attracts potential occupants who may not coalesce or assimilate themselves in a fashion acceptable for neighborhood standards. These types of properties tear at the fabric of the neighborhood directly correlating to mass exodus of owners whom would rather live in areas unimpeded by a two story duplex. Finally, the construction process will be a great disturbance if and when this project is passed. I welcome new owners of previously built homes in our neighborhood with open arms. However, our neighborhood as currently constructed simply cannot withstand more residential growth. I have 4 young girls and my home has a swimming pool and having 2 story building behind me would infringe on my family privacy and safety of my family. I implore you to deny this potential plan and any other future plan that involves two-story duplex style housing. Please understand I'm not opposed to residential single story and or single unit multi family only 2 story units as I've stated because of the privacy and safety of my family.

Please confirm that you have received this email as I want to make sure my voice regarding this matter is heard. Thanks in advance, I appreciate your time and effort regarding this matter.

Delbert Santos
Carrington Real Estate Service
7600 N Ingram Ave Suite 224
Fresno CA 93711
Delbert.santos@carringtonres.com
www.delbertsantos.carringtonrealestate.com
Lic # 01768412
559-977-8370 Cell

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PLANNING COMMISSION MINUTES

Consider approval Res. 18-56, **CUP2018-04**, A request to approve a conditional use permit for a 10-unit multiple-family condominium complex for the property located at 1855 Austin Avenue. Mohamed Annan, applicant/owner; Elias Saliba, Architect, representative.

Deputy City Planner Orlando Ramirez presented the staff report.

Commissioner Antuna requested that the definition of 'permit to build by right' be entered into the record. Deputy City Planner Ramirez provided a detailed explanation.

Commissioner Cunningham sought and received confirmation that the zoning of this property has always been R-2, since at least the 1980's, just with restrictions. He also sought and received confirmation that the proposed structure on the northwest corner of the parcel, facing the R-1 residences, shows only one small bathroom window on the second story.

Commissioner Cunningham inquired as to whether Deputy City Planner Ramirez had been present at any of the meetings between the applicant and the neighbors in opposition. Deputy City Planner Ramirez responded that he was not involved in those meetings but had received informative phone calls from a neighbor to the north, Mr. Carlson.

Commissioner Bedsted inquired as to whether reports had been received regarding existing traffic creating concerns or problems. Deputy City Planner Ramirez responded that the police department has not indicated any concerns, and that though there is traffic being generated by nearby uses, the project is required to provide off-street parking.

Commissioner Bedsted followed up with an inquiry into the number of parking spots per unit. Deputy City Planner Ramirez provided that information.

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

Mohamed Annan provided some background information and requested approval of the project.

Commissioner Bedsted inquired as to whether there had been any discussion or proposals to reorient the structure on the east side of the parcel to expose only the small bathroom window to those properties to the northeast. Mr. Annan responded that he and his architect had looked into it, but that such reorienting of the building would eliminate some of the necessary parking.

Commissioner Bedsted followed up with an inquiry as to whether there is a requirement that parking be immediately adjacent to the structure or if it could be moved elsewhere. Mr. Annan responded that, to the best of his knowledge, there is no space to move that parking to, deferring to his architect's expertise.

Commissioner Cunningham inquired as to the number of meetings held Mr. Annan had held with the neighbors, and how many had attended. Mr. Annan responded that they had a total of three meetings, with four attendees beside himself.

Commissioner Cunningham followed up with an inquiry as to what concerns, besides the two-story issue, had been discussed. Mr. Annan responded that that issue, the privacy concern, had been the main issue, which he attempted to address with the setbacks.

Commissioner Cunningham sought and received confirmation that the site plan was modified in response to the first meeting. Mr. Annan stated that he and his architect had made significant concessions to address the privacy concern.

Commissioner Cunningham inquired as to whether there were objections or concerns from the neighbors in regards to on-street parking on record. Mr. Annan responded that the parking is self-contained within his property, and that no one had raised it.

Chair Hinkle inquired as to possibility of making the master bathroom window an opaque, non-opening window. Eli Saliba, project architect, responded that the light is also necessary, and that this is not a child's bedroom window to be concerned about them doing something to neighbors.

Chair Hinkle expressed his understanding of this point, but that his concern is privacy, preventing the inhabitants of the northwest building from simply looking into the neighbors' backyard. Mr. Saliba responded that he put the window high enough that no one can see out of it without a ladder.

Chair Hinkle followed up with an inquiry as to whether there would be a problem with frosting the window, despite its height. Mr. Saliba was resistant but conceded to the applicant, and Mr. Annan offered to provide it.

Chair Hinkle stated that such would satisfy some of the concerns. Mr. Annan stated that he will provide such mitigation for privacy concerns and more as he wishes to be a good neighbor and be known as such.

Chair Hinkle clarified that his concern was with this one particular building, not the others as they don't face the rear of the property. Mr. Annan responded that he had been a little confused on the technical necessity of the window, and that though the frosting would be an added cost, he will do it.

Commissioner Bedsted stated that he believed that the setbacks and small bathroom window are adequate concessions for dealing with the northwest structure, and that it is the northeast structure that remains a concern for him, specifically the matter of having the master bedroom windows facing the adjacent property. He inquired as to whether the neighbor, who is in possession of a two-story house with a balcony, is satisfied with the arrangement. Mr. Annan responded that they are not, that they want the structure's orientation changed, which as mentioned earlier would not as it would eliminate necessary parking that cannot be placed elsewhere on the property. He also stated that having two-story houses side-by-side is typical in Clovis.

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

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

Kevin Carlson of 1848 Richert Avenue, owner of a single story home to the northwest of the subject property, explained his experience with the neighborhood meetings and his opposition to the current site plan, which involved the proposed building being two-story, parking spaces being within one hundred feet of his bedroom window, and his belief that the master bedroom windows can view his and potentially also his neighbor's properties.

Jeanna Basch of 1844 Richert Avenue spoke in opposition of the buildings being two-story, explaining why the two-story single family homes in the neighborhood do not count. She also spoke about the history of the development in the area, all of it single story, the traffic on Austin Avenue, and the noise already being generated by the nearby daycare being joined by noise from the potential new residents. Ms. Basch complained that the second story bedroom windows would be able to see into her backyard and that she has only met with the applicant twice.

Commissioner Cunningham inquired as to whether Ms. Basch's residence is single or two-story, also seeking confirmation of its location. He had presumed that she was closer to the subject property. Ms. Basch replied that her home is single-story, as are all of the adjacent homes, confirming that her home is not the one with a second-story/loft balcony, which is at 1852 Richert Avenue, and that though her property is farther away, she will still be able to see the buildings.

Chair Hinkle inquired as to whether Ms. Basch would be concerned if there were three-story living facilities going in at this location. His reasoning behind the inquiry was that with the changes coming from the state government, there is the possibility of a developer in the future putting a three or four-story building on this property, with very little backyard clearance, and encouraged her to carefully consider this project versus what may come in the future. Ms. Basch sought and received confirmation that such a project could possibly be entertained for this lot and the adjacent lot to the east, by right, in the near future, then expressed gratitude to Chair Hinkle for the information.

Huy To of 1910 Swift Avenue wished to address Commissioner Bedsted's concern, regarding the northeast building's bedroom window facing his property. He expressed concern regarding issues arising from the presence of a condominium project and the potential effect on his family. He understands the difficulty with reorienting the building and suggested making it single-story.

At this point, the Chair closed the public portion.

Commissioner Cunningham inquired as to whether or not this was the first attempt at development for this property. Deputy City Planner Ramirez responded that it was not, that the previous attempts had been unsuccessful for different reasons, and clarified that the original zoning for the property allowed for two-story development with the limitation being on square footage on the second floor.

Commissioner Cunningham then sought and received confirmation that R-2 zoning allows two-story buildings by right.

Commissioner Hatcher sought and received confirmation that a developer could have built multiple two-story single-family homes on this property.

Commissioner Hatcher inquired as to whether there were any plans for development of the adjacent vacant lot. Deputy City Planner Ramirez responded that there had been several inquiries regarding that property for the same type of project, and explained that any such projects would have to go through the same process as this one.

Commissioner Cunningham inquired as to whether these two parcels would fall under the new affordable housing overlay. Deputy City Planner Ramirez responded that it is possible that, with the state government is issuing mandates on what can be built on single and multiple-family properties, one of these properties could potentially be developed with three or four-story

buildings, without a public hearing process and therefore bypassing the Planning Commission and the City Council.

Commissioner Bedsted inquired as to how the property, in particular a potential tree screen for privacy on the northern end of the property, would be maintained and if a condition could be added to require such a screen and its maintenance. Deputy City Planner Ramirez responded that such a requirement would be examined in the site plan review process, which this project must still go through if approved, and that the applicant is open to additional trees for screening in that area. He also provided some details regarding landscape requirements.

Commissioner Antuna expressed her gratitude to the members of the public for attending and sharing their opinions with the Planning Commission. She also stated that she could see the effort put in by Mr. Annan in working with his architect to modify the plans, expressing her appreciation for him meeting and working with his neighbors. She echoed Chair Hinkle's earlier statements regarding mandates coming from the state government that will take away the decision power of the cities. She recommended that the public carefully consider this project in terms of a later project possibly being taller and run by a less-amicable developer.

Commissioner Hatcher expressed her concurrence with Commissioner Antuna's comments. She remarked that, while she understands the neighbors expected development to remain single-story, this is often not the case. She expressed understanding of the neighbors' concerns, then pointed out it could be a lot worse. In light of the rear yard setback being the same as what would be required for a two-story single-family home and the requirements the Planning Commission examine, she cannot vote against this project and requests that the neighbors give it a chance.

Commissioner Cunningham echoed his fellow commissioners, and that though he understands the neighbors' concern with two-story development here, the applicant has worked with them a great deal and significantly modified his site plan from its initial submittal. He expressed appreciation for that as well as for the risks taken by the developer, investing quite a bit of money to get to this point with no guarantee of approval. He stated that he will approve this project and encouraged his fellow commissioners to do the same.

Chair Hinkle remarked that rotating the northeast building would lead to only thirty-five feet of clearance between Buildings 4 and 5, not enough space to make up for the parking spaces lost to such a reorientation, and that the current setup is a good one. He also encouraged the members of the public to keep in mind the loss of control due to state government mandates based on cities such as Los Angeles and San Francisco.

At this point a motion was made by Commissioner Cunningham and seconded by Commissioner Bedsted to approve CUP2018-04. The motion was approved by a vote of 5-0.



AGENDA ITEM NO: 14

City Manager: 

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: December 3, 2018

SUBJECT: Consider Introduction, Ord. 18-__, R2018-12, A request to rezone approximately 887 acres to the P-F (Public Facilities) Zone District as a comprehensive rezone update to bring properties designated Public, Water, and School, into conformance with the General Plan. City of Clovis, Clovis Unified School District, Fresno Metropolitan Flood Control District, and State of California, owners; City of Clovis, applicant. The Planning Commission recommends approval of R2018-12.

ATTACHMENTS: (A) Draft Ordinance
(B) Planning Commission Minutes
(C) Map of Rezone Sites

CONFLICT OF INTEREST

None

RECOMMENDATION

Planning Commission and staff recommend that the Planning Commission approve Rezone R2018-12.

EXECUTIVE SUMMARY

Staff is requesting to rezone several properties that are currently zoned inconsistent with the General Plan. With adoption of the 2014 General Plan Update, a rezone plan was necessary to address inconsistent zoning. As a first step, all parcels designated for Public Facility use have been identified and are being requested for a rezone to the P-F Zone District. The parcels listed in Attachment B are owned by the City of Clovis, Clovis Unified School District (CUSD), Fresno Metropolitan Flood Control District (FMFCD), and the State of California.

BACKGROUND

The City Council approved Resolution 18-151, initiating the rezone to bring sites into conformance with the General Plan. During the 2014 City of Clovis General Plan Update, it was identified that a number of properties were in conflict with the City's zone map, requiring a follow-up rezone action, particularly properties designated Quasi-Public/Public Facility, School, and Water. Several of the properties that remain inconsistent are owned and/or operated by government agencies.

PROPOSAL AND ANALYSIS

Staff prepared a map (Attachment B) identifying the parcels that are inconsistent with the General Plan and are being requested to be rezoned to the P-F Zone District. There are approximately 887 acres of public facility properties currently inconsistent with the General Plan.

Government Code §65860, requires a City to maintain a zone ordinance consistent with its General Plan. Properties zoned inconsistent with the General Plan could limit the ability to entitle and/or develop the properties, and potentially subject the City to legal challenge. Zoning these properties consistent with the General Plan will not impact their existing operations nor ability to expand and/or develop per the General Plan.

California Environmental Quality Act (CEQA)

R2018-12 is in substantial compliance with the Program Environmental Impact Report prepared for the 2014 General Plan Update. No major revisions will be required with the adopted Environmental Impact Report to accommodate the proposed project, therefore, subject to CEQA Sections 15162 and 15182 no further environmental review is required for this project.

FISCAL IMPACT

The City is covering the cost of the comprehensive rezone as a follow-up action to the 2014 General Plan Update.

REASON FOR RECOMMENDATION

Approval of this comprehensive rezone is required by Government Code §65860, for cities to maintain a zone map consistent with their General Plan. Planning Commission and staff therefore recommend that the Planning Commission approve R2018-12.

ACTIONS FOLLOWING APPROVAL

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

Prepared by: Bryan Araki, City Planner

Submitted by:


Dwight Kroll
Director of Planning and
Development Services

**DRAFT
ORDINANCE 18-__**

**AN ORDINANCE AMENDING AND CHANGING THE OFFICIAL ZONE MAP OF THE CITY
OF CLOVIS IN ACCORDANCE WITH SECTIONS 9.08.020 AND 9.86.010 OF THE CLOVIS
MUNICIPAL CODE TO RECLASSIFY LANDS TO THE P-F ZONE DISTRICT TO BRING
SITES INO CONFORMANCE WITH THE GENERAL PLAN AND CONFIRMING
ENVIRONMENTAL FINDINGS**

WHEREAS, The City of Clovis, 1033 Fifth Street, Clovis, CA 93612, has applied for a Rezone R2018-12; and

WHEREAS, this is a request to approve a comprehensive rezone to the P-F (Public Facilities) Zone District to bring approximately 887 acres designated Public, Water, and School, into conformance with the General Plan; and

WHEREAS, the Planning Commission held a noticed Public Hearing on November 15, 2018, to consider the Project Approval, at which time interested persons were given opportunity to comment on the Project; and

WHEREAS, the Planning Commission recommended that the Council approve Rezone R2018-12; and

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

WHEREAS, a public notice was published in the Business Journal on October 31, 2018; and

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

WHEREAS, the City Council held a noticed public hearing on December 3, 2018, to consider the approval of Rezone R2018-12; and

WHEREAS, on December 3, 2018, the City Council considered testimony and information received at the public hearing and the oral and written reports from City staff, as well as other documents contained in the record of proceedings relating to Rezone R2018-12, which are maintained at the offices of the City of Clovis Planning and Development Services Department; and

WHEREAS, the City Council has evaluated and considered all comments, written and oral, received from persons who reviewed Rezone R2018-12, or otherwise commented on the Project; and

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

SECTION 1: FINDINGS. The Council finds as follows:

1. That the proposed amendment is consistent with the goals, policies, and actions of the General Plan; and
2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

ATTACHMENT A

3. The parcel is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested zoning designations and anticipated land uses/projects. (§ 2, Ord. 14-13, eff. October 8, 2014)

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

From Multiple Classifications to the P-F Classification

The properties so reclassified are shown on the list Attached as Exhibit "A."

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

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

APPROVED: December 3, 2018

Mayor

City Clerk

* * * * *

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

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

City Clerk

EXHIBIT A
Properties to be Rezoned to P-F

APN	APN	APN	APN
31020140T	49208026T	49911101T	56001042T
41005008T	49208040T	49925227T	56002015T
41005009T	49208042T	49928417T	56002017T
41005030T	49208043T	49942104T	56002018T
41005031T	49208045T	49948317ST	56035009T
41005056T	49208073T	49951310ST	56201007ST
41006201T	49211101T	55002019T	56201008ST
41006202T	49211401T	55015206T	56201011ST
42002012T	49522004T	55023102U	56201016T
42003011T	49523401T	55037017T	56201017ST
42004036T	49702026T	55128006T	56201018ST
42004046T	49703004T	55215038U	56201023ST
42004050T	49715001T	55215039T	56201024ST
42004055T	49715006T	55302034T	56201025ST
42004056T	49715042T	55302036T	56201028T
43036316T	49715043T	55302040T	56201029T
49102026T	49803237T	55302042ST	56201037ST
49102041T	49806123T	55302044ST	56201038ST
49202011ST	49808102T	55302053ST	56209002T
49202013T	49808108T	55302054ST	56303110T
49202033T	49808109T	55404005ST	56303111T
49202040T	49808110T	55502027T	56303112T
49202043T	49808111T	55502029T	56303113T
49202048T	49815417T	55504236	56303114T
49202049T	49815418T	55504237	56303115T
49202053T	49826136T	55504238	56313206T
49202054T	49831007T	55906109ST	56313207T
49202055T	49831008T	55906112ST	56313231T
49203301T	49831009T	55906113T	56313232T
49206013T	49832001T	55906115ST	56313516T
49206034T	49832002T	55906131ST	56313517T
49206038ST	49832003T	55906137ST	56313518T
49208008T	49832004T	55906138ST	
49208025T	49832005T	56001041T	

CLOVIS PLANNING COMMISSION MINUTES
November 15, 2018

1. Consider approval Res. 18-64, **R2018-12**, A request to approve a comprehensive rezone to the P-F (Public Facilities) Zone District to bring properties designated Public, Water, and School, into conformance with the General Plan. City of Clovis, applicant.

City Planner Bryan Araki presented the staff report.

Chair Hinkle sought and received confirmation that this project is a 'cleanup' action to tighten loose ends when it comes to compliance.

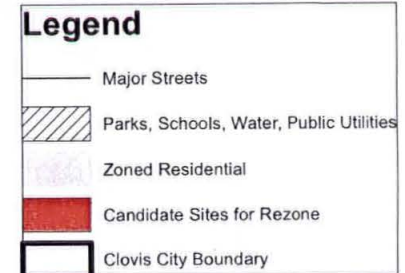
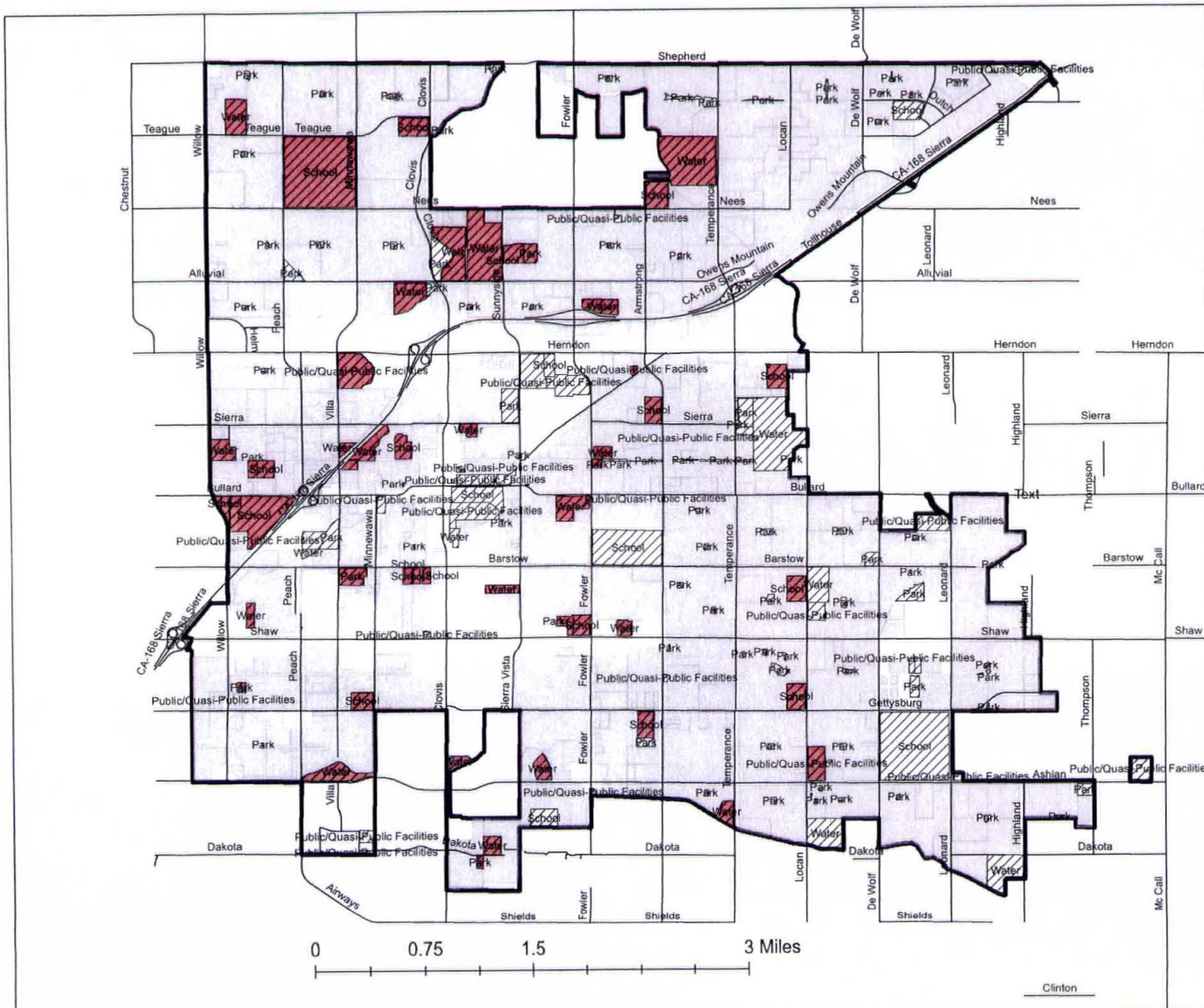
At this point, the Chair opened the floor to those in favor.

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

There being none, the Chair closed the public portion.

At this point a motion was made by Commissioner Antuna and seconded by Commissioner Cunningham to approve R2018-12. The motion was approved by a vote of 5-0.

City of Clovis: Candidate Sites for Rezoning



ATTACHMENT C





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: December 3, 2018

SUBJECT: Consider Adoption – Ord. 18-27, An Ordinance of the City Council of the City of Clovis Amending Section 4.5.1014, of Chapter 4.5, of Title 4 of the Clovis Municipal Code Pertaining to Commercial Vehicle Parking. (Vote: 4-0-1 with Councilmember Ashbeck absent)

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: December 3, 2018
SUBJECT: Consider Approval - Res. 18-____, Agreement for Professional Legal Services as City Attorney

ATTACHMENTS: Draft Resolution
(A) Correspondence from City Attorney David Wolfe
(B) Proposed Agreement

CONFLICT OF INTEREST
None

RECOMMENDATION

Staff recommends the Council approve the agreement for professional legal services as City Attorney and authorize the Mayor to execute the agreement.

EXECUTIVE SUMMARY

The firm of Lozano Smith has provided legal services as City Attorney under contract with the City of Clovis since August 1992. David Wolfe was appointed as City Attorney in 2009. Mr. Wolfe is requesting a three-year renewal of that Agreement, increasing the attorney's hourly rate from \$195/hour to \$200/hour year one (2019), \$205/hour in year two (2020), and \$210 in year three (2021). (Please see correspondence from Mr. Wolfe as Attachment A.) The paralegal and law clerk rate will increase from \$100.00/hour to \$110.00/hour and the retainer for Council meetings will increase from \$600.00/meeting to \$650.00/meeting. This would be the twelfth renewal of the Agreement since first entered. The last renewal was approved in November 2015 for an hourly rate \$190/hour year one (2016) and \$195/hour years two (2017) and three (2018).

Staff is recommending approval due to a variety of reasons including the following:

- The institutional knowledge of City operations and history Lozano-Smith brings to the table.
- Recurring training the firm provides including ethical training, management training, and training on new laws as they become effective, etc.
- Proposed hourly rates are substantially below what other firms are charging for municipal clients as well as other non-municipal public agency clients.
- Lozano Smith is a full service firm able to handle most of the City's legal service needs, including litigation.
- Due to the broad range of municipal expertise Lozano Smith has, the City rarely needs to contract out for specialized legal services where the rates can be significantly higher.

BACKGROUND

The firm of Lozano Smith has provided legal services as City Attorney under contract with the City of Clovis since August 1992. David Wolfe was appointed as City Attorney beginning in 2009 after having served as Assistant City Attorney since 1992. Mr. Wolfe is now requesting a three-year renewal of that Agreement. This would be the twelfth renewal of the Agreement since 1992. The last renewal was approved in 2015.

FISCAL IMPACT

The current billable hourly rate is \$195.00 per hour. Mr. Wolfe is requesting a three-year renewal of that Agreement, increasing the attorney's hourly rate from \$195/hour to \$200/hour year one (2019), \$205/hour in year two (2020), and \$210 in year three (2021). The paralegal and law clerk rate will increase from \$100.00/hour to \$110.00/hour and the retainer for Council meetings will increase from \$600.00/meeting to \$650.00/meeting. This contract amendment will result in approximately 2.5% annual increase over the three-year period which equates to approximately \$15,000 annual increase using the prior two-year actual data as a comparative.

REASON FOR RECOMMENDATION


The requested amendment is reasonable. The changes made in recent years to utilize paralegal services where appropriate have been cost-effective. The City currently pays from \$250.00 per hour to \$550.00 per hour for special legal counsel outside of the City Attorney's contract for work such as worker's compensation defense, insurance defense, water law, toxic tort law, and pension/retirement law.

The general performance and conduct of business by the City Attorney and the firm have been accomplished in a timely and cost-effective manner. More expensive specialized legal services outside the City Attorney's contract have been used very sparingly and are supervised by the City Attorney. Business conduct has been straightforward with the City's best interests considered and presented. Our

experience has been that all business has been accomplished in a competent and ethical manner and is well respected in the legal community.

ACTIONS FOLLOWING APPROVAL

If approved, staff will proceed with execution and filing of the Agreement and the City Manager will provide administration and performance review of the City Attorney services and any other action as directed by the City Council.

Prepared by: John Holt, Assistant City Manager 

Submitted by: Luke Serpa, City Manager 

RESOLUTION 18-

**A RESOLUTION OF THE CITY COUNCIL
APPROVING THE AGREEMENT FOR
PROFESSIONAL LEGAL SERVICES AS CITY ATTORNEY**

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

WHEREAS, the City Council of the City of Clovis has determined that it is necessary for the efficient operation of the affairs of the City to appoint a City Attorney; and

WHEREAS, the City Council entered into agreement effective on August 1, 1992, with the firm of Lozano Smith, a professional corporation, to provide professional legal services as City Attorney; and

WHEREAS, the City Attorney has provided legal services to the City of Clovis for more than 26 years pursuant to the terms of the original agreement entered into on August 1, 1992, as renewed from time to time, and after this passage of time, City Attorney and City of Clovis have determined that it is necessary and desirable to make certain changes to the agreement, as set forth in Exhibit B, "Agreement for Professional Legal Services as City Attorney."

NOW THEREFORE, the City Council of the City of Clovis hereby resolves, determines, and orders that Exhibit B, "Agreement for Professional Legal Services as City Attorney," be approved and that the Mayor shall be authorized to execute such agreement to become effective on January 1, 2019.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 3, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated:

Mayor

City Clerk



David J. Wolfe
Attorney at Law

E-mail: dwolfe@lozanosmith.com

October 16, 2018

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

Re: City Attorney Contract Renewal

Dear Mr. Serpa:

It is time to renew the City Attorney contract for legal services as the current contract expires on December 31, 2018. As before, we are proposing a three year contract. The hourly rates for attorneys in year one (2019) will be \$200.00, in year two (2020) \$205.00, and in year three (2021) \$210.00. The new rates reflect an increase of \$5.00 over the current \$195.00 rate in each of the three years, or approximately 2.5% per contract year. The paralegal and law clerk rate will increase from \$100.00 per hour to \$110.00 per hour and the retainer for Council meetings will increase from \$600.00 per meeting to \$650.00 per meeting.

This modest increase over three years is necessary to help address increased costs incurred by the firm. Even with the rate increase, the rates are still substantially below what we are charging new municipal clients as well as our other non-municipal public agency clients. Those rates currently range from \$225.00 per hour to \$265.00 per hour. In addition, as the City knows, Lozano Smith is a full service firm able to handle most of the City's legal service needs, including litigation.

Because of the range of municipal expertise Lozano Smith has, the City rarely needs to contract out for specialized legal services where the rates can be as high as \$550.00 per hour depending on the issue. Our litigation experts, some with over 25 years of experience have represented, and will continue to represent the City, at the same reduced flat rate. Our long term relationship with the City, for over 26 years, allows us to continue to keep our rates modest.

Enclosed is the contract for legal services for 2019-2021. Please present this letter and the new contract to the City Council for their consideration during the November 5, 2018 meeting.

Limited Liability Partnership

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

Attachment A

Luke Serpa, City Manager
City of Clovis
October 16, 2018
Page 2

As always, we appreciate the opportunity to continue to serve the City of Clovis.

Sincerely,

LOZANO SMITH

A handwritten signature in blue ink, appearing to read "David J. Wolfe".

David J. Wolfe

DJW/sv

Encl: Agreement

cc: John Holt, Assistant City Manager/City Clerk

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES AS CITY ATTORNEY

THIS AGREEMENT is made and entered into, effective January 1, 2019, between the CITY OF CLOVIS, a municipal corporation (hereinafter referred to as "City") and LOZANO SMITH, a limited liability partnership (hereinafter referred to as "Attorney"). The term "City" shall also include all boards, commissions, and other bodies of the City.

1. SCOPE OF WORK AND DUTIES

The City Council appoints David J. Wolfe as City Attorney and hires Lozano Smith as its City Attorney to render such legal services as are customarily rendered by a City Attorney, including attending meetings of the City Council, Planning Commission, and other boards and bodies of the City, and its affiliated agencies, as directed by the City. Representation shall include, but not necessarily be limited to, drafting and reviewing ordinances, resolutions and City agreements, and consulting with or advising City staff on legal issues that arise within their areas of operation, and generally advising the City Council and City staff concerning the legal affairs of the City.

Attorney, as a full-service law firm, is prepared to, and will, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, tort defense, labor representation, criminal prosecution, redevelopment, finance, franchising, contract representation and other matters, except where conflicts exist or where the City Council may otherwise direct. Attorney shall represent the City in initiating and defending all litigation unless otherwise directed by the City Council.

All of these duties shall be performed, as directed by the City Council, and Attorney will keep the City Council and the City Manager informed as to the progress and status of all pending matters. All legal services can be authorized only by the City Council or the City Manager. Attorney will manage and control the delivery of legal services in a competent, professional, and cost-effective manner. Where appropriate, Attorney may from time to time recommend the use of special counsel. In that event, Attorney shall coordinate the work of special counsel. Notwithstanding the foregoing, it is expressly understood that Attorney shall not be responsible for any pending litigation matter(s) until Attorney has specifically appeared in the matter as attorneys of record on behalf of City.

The scope of work and duties under this Agreement shall not include representation of the City as Bond Counsel. In the event City desires that Attorney act as Bond Counsel, and Attorney so agrees, City and Attorney shall enter into a separate Bond Counsel Agreement setting forth Attorney's duties and compensation for such Bond Counsel services. City and Attorney may agree that such compensation shall be on a contingent fee basis.

2. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for Attorney to effectively render its professional services under this Agreement. City further agrees to abide by this Agreement, and to pay in a timely manner for Attorney's bills for fees, costs, and expenses.

3. LEGAL FEES, BILLING PRACTICES, AND PERSONNEL

City shall compensate Attorney for legal services provided within the scope of work and duties as follows:

Attorney Services

- From January 1, 2019 through December 31, 2019, City shall pay to Attorney \$200.00 per hour for attorney services, exclusive of attendance at City Council meetings.
- From January 1, 2020 through December 31, 2020, City shall pay to Attorney \$205.00 per hour for attorney services, exclusive of attendance at City Council meetings.
- From January 1, 2021 through December 31, 2021, City shall pay to Attorney \$210.00 per hour for attorney services, exclusive of attendance at City Council meetings.

Council Meeting Retainer

- For attendance at City Council meetings during the calendar years 2019, 2020, and 2021, City shall pay Attorney at the rate of \$650.00 per meeting

Law Clerks and Paralegals

- From January 1, 2019 through December 31, 2021, City shall pay to Attorney \$110.00 per hour for law clerk and paralegal services.

In addition to paying legal fees, City shall reimburse Attorney for customary and reasonable costs and expenses incurred by Attorney in the course of providing legal services to City. Costs will include, but are not limited to, all third party expenses, duplicating, long distance telephone, postage charges, delivery charges, computerized legal research, facsimile charges, and filing fees. Attorney shall not, however, charge City for travel time and mileage to and from its offices to City for regular meetings with City Council or staff.

Attorney shall render to City a statement for fees for services and costs incurred every calendar month. City shall pay Attorney's statement within thirty (30) days after issuance of each statement. Each statement shall clearly indicate the basis of the fees, including the working attorney, hours worked, hourly rate (or flat meeting rate) and a brief description of the work performed, and a description of costs charged.

The City Attorney will exercise discretion to use whichever attorneys, paralegals and staff that he determines best suited to the rendering of legal services in a competent and economically efficient manner.

4. THIRD PARTY COSTS AND EXPENSES

Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). Upon advance City Manager approval and proper documentation, City shall pay directly or reimburse Attorney for directly incurred out-of-pocket disbursements, costs, and expenses of providing said services.

5. INDEPENDENT CONTRACTOR/LAWFUL PERFORMANCE

Attorney shall perform all legal services required under this Agreement as an independent contractor. Attorney shall fully comply with the provisions of law regarding performance of this Agreement, including but not limited to, laws regarding licensure, professional canons of ethics and conflict of interest statutes, rules and regulations. Attorney must certify and comply with the following: (1) that Attorney has no ethical or legal conflicts which would in general disqualify Attorney from representing the City; (2) that Attorney will refrain from initiating any legal action against City (or their respective officers, agents and employees in their official capacity as such) by way of complaint or cross-complaint during the term of this Agreement or any services rendered pursuant thereto, whichever later occurs; and (3) that Attorney will promptly disclose upon knowledge or discovery of any specific facts which would or could potentially disqualify Attorney from representing City pursuant to this Agreement.

6. HOLD HARMLESS

Attorney agrees to protect indemnify and save harmless against all claims, demands and causes of action by Attorney's employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by Attorney hereunder and resulting from the negligent acts or omissions of Attorney, Attorney's agents, employees or subcontractors.

7. INSURANCE

Attorney shall procure and maintain, at his sole cost and expense, comprehensive general liability and property damage insurance, including automobile and excess liability insurance, and professional liability insurance against all claims for injuries against persons or damages to property resulting from Attorney's negligent acts or omissions rising out of or related to Attorney's performance under this Agreement. The minimum amount of such insurance shall be \$1,000,000. Attorney shall also carry Workers' Compensation Insurance in accordance with applicable laws of the State of California. Such coverage shall be maintained in effect during the term of this Agreement and shall not be subject to reduction in coverage below the limits established, nor shall the insurance be canceled or terminated without thirty (30) days, prior written notice to the City. A certificate evidencing the foregoing, and naming the City as an additional insured, shall be delivered to and approved by the City prior to commencement of services pursuant to this Agreement.

8. TERM, DISCHARGE, AND WITHDRAWAL

This Agreement shall continue in effect until December 31, 2021. City may discharge Attorney at any time. Attorney may withdraw from City's representation at any time, to the extent permitted by law, and the rules of Professional Conduct, upon at least thirty (30) days written notice. Upon notice of discharge or withdrawal Attorney shall deliver all documents and records of the City to the City and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

9. NOTICE

Any notice required by law or by this Agreement shall be deemed delivered upon personal delivery or when deposited in the United States Mail, postage prepaid, and addressed as described below or to any subsequently noticed change or address, whichever applies:

City Council
CITY OF CLOVIS
1033 Fifth Street
Clovis, CA 93612

David J. Wolfe, Esq.
LOZANO SMITH
7404 North Spalding Avenue
Fresno, CA 93720

10. EFFECTIVE DATE

This Agreement shall be effective January 1, 2019.

11. ASSIGNMENT

This Agreement shall not be assigned by Attorney without prior written consent of the City.

12. MAKING OF AGREEMENT

No member of Attorney who is a public official has participated in his/her official capacity with the City or the Agency in the discussion, negotiation or making of this Agreement, nor has any member of Attorney advised the City Council/Agency Board, any member thereof, or any member of the City or Agency's staff with regard to this Agreement. Neither the City nor the Agency has sought any advice from any member of the Attorney firm with regard to this Agreement and understands that such advice cannot and will not be provided to the City or the Agency by any member of the Attorney firm.

13. CONSENT TO ELECTRONIC COMMUNICATIONS

In order to maximize efficiency, Attorney intends to use technology to facilitate its representation of City. Such technology may include, but is not limited to, email, document transfers by computer, cellular telephones, and use of mobile computing devices. The use of such technology may place City confidences and privileges at risk. While Attorney has reasonable safeguards in place to guard against any breach of confidentiality, Attorney cannot guarantee that such information will not be accessed by persons not entitled to access such information and there

is a risk of accidental disclosure. Knowing the foregoing, City nevertheless consents to the use of technology.

14. SUPERSESSSION

This Agreement supersedes any and all prior agreements or amendments thereto entered into for City Attorney services between City and Attorney.

CITY

ATTEST:

CITY OF CLOVIS

By: _____
Bob Whalen, Mayor

By: _____
John Holt, City Clerk

Date: _____

Date: _____

ATTORNEY

LOZANO SMITH

By: 
Karen M. Rezendes, Managing Partner

Date: 10/16/2018