



# AGENDA

## CLOVIS CITY COUNCIL

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559-324-2060)  
[www.cityofclovis.com](http://www.cityofclovis.com)

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

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

*Councilmember Harry Armstrong will be participating in the meeting via teleconference from 655 West Stuart Street, Clovis CA 93612. A copy of the agenda has been posted at the teleconference location and will be open to the public during the meeting.*

August 1, 2016

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.**

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

### ROLL CALL

### PRESENTATIONS/PROCLAMATIONS

- A. Presentation of Video Highlighting the Clovis Senior Center.

**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. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.)

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

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

**1. PUBLIC HEARINGS**

- A. Consider Introduction – Ord. 16-\_\_\_\_, Amending Clovis Municipal Code Section 2.1.32 establishing salaries of City Councilmembers and increasing the present salary to become effective after the March 2017 municipal election. (Staff: J. Holt)
- B. Consider Introduction – Ord. 16-\_\_\_\_, Amending Clovis Municipal Code Section 2.2.217 of Chapter 2.2 of Title 2 of the Clovis Municipal Code Relating to Prohibited Political Activities of Employees in the Competitive Service of the City of Clovis. (Staff: J. Holt)
- C. Consider Approval – 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 Energy Storage System and Photovoltaic Solar Systems at Various City Facilities; and Approval – Res. 16-\_\_\_\_, Amending the Water and Sewer Capital 2016-17 Budgets and Authorizing the Fund Transfer from the Water and Sewer Operations Accounts. (Staff: L. Koehn)

**2. ADMINISTRATIVE ITEMS**

**A. PLANNING AND DEVELOPMENT SERVICES**

- 1. Consider Approval - A Policy Addressing Utility Service Connections to Existing Residential Homes during development as annexations occur. (Staff: R. Burnett)

**B. PUBLIC UTILITIES**

- 1. Workshop – An Update on the Sustainable Groundwater Management Act in the Fresno Area / North Kings Groundwater Sub-Basin. (Staff: L. Serpa)

**3. CITY MANAGER COMMENTS**

**4. COUNCIL ITEMS**

- A. Consider Approval - Appointment to Personnel Commission. (Mayor Magsig)
- B. Consider – A request from the San Joaquin Valley Air Pollution Control District for a letter of support regarding utilization of Greenhouse Gas Reduction Fund revenue to help maintain a viable biomass industry in the State of California. (Mayor Magsig)
- C. Council Comments

**5. CLOSED SESSION**

**Closed Session will be held at 1033 Fifth Street, Clovis, CA, 93612  
Administration Building, Yosemite Conference Room**

- A. Government Code Section 54956.9(d)(1)  
CONFERENCE WITH LEGAL COUNCIL- EXISTING LITIGATION  
City of Clovis v. Shell Oil Company, et al (TCP)

- B. Government Code Section 54957  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: City Manager

### ADJOURNMENT

| Meetings and Key Issues |           |                 |                 |
|-------------------------|-----------|-----------------|-----------------|
| Aug. 2 – Sep. 5, 2016   |           | Summer Recess   |                 |
| Sep. 6, 2016 (Tue.)     | 6:00 P.M. | Regular Meeting | Council Chamber |
| Sep. 12, 2016 (Mon.)    | 6:00 P.M. | Regular Meeting | Council Chamber |
| Sep. 19, 2016 (Mon.)    | 6:00 P.M. | Regular Meeting | Council Chamber |
| Oct. 3, 2016 (Mon.)     | 6:00 P.M. | Regular Meeting | Council Chamber |
| Oct. 10, 2016 (Mon.)    | 6:00 P.M. | Regular Meeting | Council Chamber |
| Oct. 17, 2016 (Mon.)    | 6:00 P.M. | Regular Meeting | Council Chamber |
| Nov. 7, 2016 (Mon.)     | 6:00 P.M. | Regular Meeting | Council Chamber |
| Nov. 14, 2016 (Mon.)    | 6:00 P.M. | Regular Meeting | Council Chamber |
| Nov. 21, 2016 (Mon.)    | 6:00 P.M. | Regular Meeting | Council Chamber |

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

**A. CITY CLERK**

- 1) Approval - Minutes for the July 18, 2016 Council meeting.
- 2) Approval – Waive Normal Purchasing Process and approve the purchase of replacement desktop computers and servers using competitively bid contracts with purchasing provisions for California State and Local government agencies.
- 3) Approval – Waive the normal purchasing process and approve the purchase of a server and the SAN from Dell Inc. using Western States Contracting Alliance (WSCA), a competitively bid contract with purchasing provisions for California State and Local government agencies.

**B. ADMINISTRATION**

- 1) No items.

**C. COMMUNITY AND ECONOMIC DEVELOPMENT**

- 1) No items.

**D. FINANCE**

- 1) Approval - Res. 16-\_\_\_\_, A Resolution of Intention (ROI) to Annex Territory (Annexation #46) (T6143, T6137, T6068, T6102, T6134, T5720A, T6101, T6128, T6145, various locations), to the Community Facilities District (CFD) 2004-1 and to Authorize the Levy of Special Taxes Therein and setting the Public Hearing for September 6, 2016.

**E. GENERAL SERVICES**

- 1) Approval – Res. 16-\_\_\_\_, Certifying Employment of Retired Annuitants of the Public Employees' Retirement System during FY 2016-2017, Pursuant to California Government Code Sections 21222 and 21224, and Regulations of the Public Employees' Retirement System.
- 2) Approval - Res. 16-\_\_\_\_, Amending the City's Position Allocation Plan for FY16-17 in the Public Utilities Department by deleting a vacant Construction Manager position and adding a Senior Engineering Inspector position.

**F. PLANNING AND DEVELOPMENT SERVICES**

- 1) Approval – Waive the City's usual purchasing procedures and authorize the City Manager to enter into a purchase agreement with Quinn Power Systems for the purchase and delivery of a diesel generator package for Fire Station 2 & Fire Station 3.
- 2) Approval - Bid Award for CIP 13-25, Shaw Avenue Street Improvements, and; Authorize the City Manager to execute the contract on behalf of the City.

**G. PUBLIC SAFETY**

- 1) Approval – Authorizing the City Manager to sign the Master Instructional Service Agreement between Fresno City College and City of Clovis Fire Department.
- 2) Approval – Res. 16-\_\_\_\_, Confirming Weed and Rubbish Abatement Charges for 2016.



**H. PUBLIC UTILITIES**

- 1) Receive and File – Public Utilities Report for the month of May 2016.

**I. REDEVELOPMENT SUCCESSOR AGENCY**

- 1) No items.

**CLOVIS CITY COUNCIL MEETING**

**July 18, 2016**

**6:00 P.M.**

**Council Chamber**

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

Roll Call:      Present:      Councilmembers Armstrong, Flores, Whalen  
                 Absent:      Councilmembers Ashbeck, Mayor Magsig

Councilmember Armstrong participated via teleconference from 655 W. Stuart St.,  
Clovis, CA 93612

**6:00 - Presentation – Fire Chief Swearing In Ceremony**

Assistant City Manager John Holt read the oath of office and swore in Fire Chief John Binaski.

**6:07 - Presentation of Proclamation recognizing the week of August 7-13, 2016 as International Assistance Dog Week**

Councilmember Flores presented a proclamation recognizing the week of August 7-13, 2016 as International Assistance Dog Week.

**6:16 - PUBLIC COMMENTS**

City Resident Ron Sundquist commented on water planters at CVS near Shaw / Minnewawa Avenues discharging too much water, and standing water, and requested the city look into it.

**CONSENT CALENDAR**

Motion by Councilmember Armstrong, seconded by Councilmember Flores, that the items on the Consent Calendar be approved, including the waiver of the reading of the ordinance. Motion carried 3-0-2 with Councilmember Ashbeck and Mayor Magsig absent.

- A1) Approved - Minutes for the July 5, 2016 Council meeting.
- A2) Adopted – **Ord. 16-15**, An Ordinance of The City Council of The City of Clovis Amending Article 3 of Chapter 2.2 of Title 2 Pertaining to the Appointment of Reserve Police Officers. (Vote: 5-0)
- C1) Received and Filed – Business Organization of Old Town (BOOT) Fourth Quarter Report, April through June 2016.
- D1) Received and Filed - Investment Report for the month of May 2016.
- D2) Received and Filed - Treasurer's Report for the month of May 2016.
- D3) Approved – Authorize the City Manager to execute the contract on behalf of the City for Merchant Services.

**\*\*\*PRELIMINARY - SUBJECT TO APPROVAL\*\*\*CC-A-1**

- E1) Approved - Authorize the City Manager to approve placement of an Engineering Technician at Step 5 of the Salary Range.
- E2) Approved – Claim Rejection of the General Liability Claim Submitted by James P. Franz on behalf of the estate of Dana Jeanean Stout, John Stout, Tiffany Stout, and Martha Richardson.
- E3) Approved - Claim Rejection for General Liability Claim of Nicholas Jerome Bailey.
- F1) Approved - Final Acceptance for Tract 5664, located in the southeast area of Sierra and Temperance Avenues (De Young Properties 5418, L.P.).
- F2) Approved – Final Acceptance for CIP 15-11, Sunnyside Avenue & Third Street Entry Feature.
- F3) Approved – Final Acceptance for CIP 15-17, Local Street Reconstruction 2015.
- F4) Approved – Final Acceptance for CIP 15-04, Railroad Avenue Street Improvements.
- F5) Approved – Bid Award for CIP 14-24, Dry Creek Business Park Expansion.
- F6) Approved – Award the contract for CIP 16-15, Police and Fire Headquarters Roof Repair project, through the Purchase Order Contract process, piggybacking on an existing competitively bid process issued by the National Joint Powers Alliance; and Authorize the City Manager to execute the contract on behalf of the City.
- F7) Approved – Rejection of all bids for CIP 15-21, Santa Ana and Minnewawa Intersection Improvements.
- G1) Received and Filed - Police Department Monthly Report for May 2016.
- G2) Approved – Authorizing the City Manager to sign the lease agreement with Pacific Gas and Electric for the use of the Clovis Fire Training Center; and Approval - **Res. 16-103**, Amending the General Services Budget to reflect \$47,000 in funding from the 2016/2017 first year lease with Pacific Gas & Electric and to fund General Services equipment, maintenance, and site improvements in the amount of \$33,000.

6:21 – ITE4M 1A1 - APPROVED - DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR THE 2016 LEAGUE OF CALIFORNIA CITIES' ANNUAL CONFERENCE AND BUSINESS MEETING, OCTOBER 5–7, 2016.

City Manager Rob Woolley presented a report regarding the designation of Voting Delegate and Alternates for the 2016 League of California Cities' Annual Conference and Business Meeting, October 5–7, 2016. The annual business meeting of the League of California Cities will be conducted in conjunction with the Annual League Conference, October 5 - 7, 2016. In order for the City to cast votes on policy matters coming before the League, it must take action to designate a voting delegate and an alternate voting delegate who will be issued credentials for voting purposes. This authority may not be transferred unofficially and must be accomplished only by action of the City Council. There being no public comment, Mayor Pro Tem Whalen closed the public portion. Discussion by the Council. Motion by Councilmember Flores, seconded by Councilmember Armstrong, for the Council to appoint Mayor Magsig as primary and Mayor Pro Tem as alternate voting delegates. Motion carried 3-0-2 with Councilmember Ashbeck and Mayor Magsig absent.

6:25 - 1B1. APPROVED – **RES. 16-104**, AUTHORIZING THE CITY ENGINEER TO ENTER INTO AGREEMENTS WITH FRESNO COUNTY FOR EARLY CONSTRUCTION OF PROJECTS PRIOR TO ANNEXATION TO THE CITY.

Mike Harrison presented a report on a request to authorize the City Engineer to enter into agreements with Fresno County for early construction of projects prior to annexation to the City. Due to changes in the County ordinance, developers are no longer allowed to begin construction of projects within the County jurisdiction prior to annexation to the City without a formal agreement between the County and the City. Approval of the resolution would allow for staff to enter into agreements with the County, of the general form depicted in Attachment "A" of the staff report, to allow early construction (grading only) within the County under certain conditions. Mike Prandini, representing the BIA, spoke in support of the request. Discussion by the Council. Motion by Councilmember Flores, seconded by Councilmember Armstrong, for the Council to appoint Mayor Magsig as primary and Mayor Pro Tem as alternate voting delegates. Motion carried 3-0-2 with Councilmember Ashbeck and Mayor Magsig absent.

**6:43 ITEM 3A - COUNCIL COMMENTS**

Councilmember Flores commented on the unrest nationwide with Police shootings and requested to have police officers in our prayers.

Councilmember Whalen commented and showed an image on possible new signage that could be used to replace the brown street signs.

**6:46 - 4A. CLOSED SESSION**

GOVERNMENT CODE SECTION 54956.9(A)

CONFERENCE WITH LEGAL COUNCIL- EXISTING LITIGATION

WORKERS COMPENSATION CASE IN REGARDS TO: JAMES SIMMONS

**ADJOURNMENT**

Mayor Pro Tem Whalen adjourned the meeting of the Council to August 1, 2016

Meeting adjourned: 6:55 p.m.

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Mayor Pro Tem

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City Clerk



AGENDA ITEM NO: CC-A-2

City Manager: 

## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: City Clerk Department

DATE: August 1, 2016

SUBJECT: Approval – Waive Normal Purchasing Process and approve the purchase of replacement desktop computers and servers using competitively bid contracts with purchasing provisions for California State and Local government agencies.

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

That Council waives the normal purchasing process and approves the purchase of desktop computers and servers through the use of competitively bid contracts with purchasing provisions for California State and Local government agencies.

### **EXECUTIVE SUMMARY**

Included in the 2016-2017 Budget are funds to purchase computers for all departments and servers for applications. The computers and servers are to provide upgrades and replacement of obsolete, worn-out equipment and to equip new employees with computers. The computers are allocated to the various departments based on need. Upgrades are necessary to improve the work performance of clerical and technical positions. A portion of the computers to be purchased are to replace units that have high failure and repair rates, or are unable to run upgraded software. Staff is recommending purchasing the replacement computers using previously competitively bid contracts with purchasing provisions for California State and Local government agencies.

### **BACKGROUND**

As in prior years, the Information Services Division is requesting approval to purchase computers and servers through other competitively bid contracts by other agencies,

such as the California Multiple Award Schedule (CMAS). With the proliferation of competitively bid contracts with "piggy-back" provisions, the need to purchase in large quantities at one time is no longer necessary. These current contracts base their pricing on the ability of multiple State and Local government agencies to purchase equipment on an "as needed" basis, while still passing along quantity discounts. Other examples of these contracts are the Western States Contracting Alliance (WSCA) and the California Communities Purchasing Program (CCPP) sponsored by the League of California Cities.

When purchasing computers on an as needed basis, the City will be able to setup and install the computers more efficiently when staffing is available, eliminating the need to have a large storage area for the computers and risk of potential loss due to theft or disaster. By purchasing when the computer is required, the City can take advantage of price reductions.

As in the past, the City will continue to use the same evaluation criteria for selecting equipment. This will include certification of the preloaded operating system and software, quality of components, software upgrade policy, price, compliance with the City's standard specifications, product reliability, vendor reputation, and financial stability of the supplier and the computer manufacturer.

#### **FISCAL IMPACT**

There is \$200,000 budgeted to fund the purchase of replacement computers, servers, related software and peripherals.

#### **REASON FOR RECOMMENDATION**

The computers and servers are needed to increase the stability of the computing environment, increase productivity and to replace worn-out equipment. Purchasing through current contracts will allow the City the flexibility to install computers and servers on an as needed basis, purchase the most recent configurations offered by the manufacturers, and receive the latest price reductions offered.

#### **ACTIONS FOLLOWING APPROVAL**

The City will purchase the budgeted desktop computers and servers from current competitively bid contracts as they are required. As the units arrive, they will be setup and installed to the department users that were designated to receive new computers during the budget process.

Prepared by: Jesse Velez, I.T. Manager

Submitted by:   
John Holt, Assistant City Manager



AGENDA ITEM NO: CC-A-3

City Manager: [Signature]

## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: City Clerk Department

DATE: August 1, 2016

SUBJECT: Approval – Waive the normal purchasing process and approve the purchase of a server and the SAN from Dell Inc. using Western States Contracting Alliance (WSCA), a competitively bid contract with purchasing provisions for California State and Local government agencies.

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

Approval – Waive the normal purchasing process and approve the purchase of a server and the Storage Area Network (SAN) infrastructure from Dell, Inc.

### **EXECUTIVE SUMMARY**

Over the last several years, staff has implemented a virtualized server infrastructure to consolidate its servers. The system supports approximately 75 servers including the city's financial system, geographic systems and many other applications. It has proven to be an effective replacement model for most servers – instead of purchasing 75 individual servers for all city applications, a virtual infrastructure (consisting of 5 servers and a Storage Area Network (SAN) system) was purchased. This has provided a significant cost savings and a great return on investment.

However, the virtual environment as presently configured is running out of available resources and is in need of expansion. If approved a new SAN and the additional host server will be added to add capacity and room for future growth. To maintain compatibility and minimize downtime, staff recommends waiving the normal purchasing process and authorizing the purchase of the SAN and server from Dell Inc using WSCA, a competitively bid contract available to state and local agencies.

## **BACKGROUND**

The Information Technology Division supports over 100 network servers that provide applications and other information services to all city departments. The life expectancy of a single server is approximately 5-6 years; once it exceeds 6 years, hardware failures become more common and maintenance / support costs increase.

Due to budget constraints over the last several years, staff has not been able maintain the pace of replacing physical servers within the six year life expectancy. Instead, out of necessity and to avoid extended outages and downtime, those physical servers are transitioned to the city's virtual infrastructure – consisting of five (5) physical servers and storage area network (SAN) system.

The virtual infrastructure supports approximately 75 virtual servers including the city's financial system, geographic systems and many other applications. It has proven to be an effective replacement model for most servers. For example, instead of purchasing 75 individual servers for all the city's applications, only 5 physical servers and the SAN were purchased. This model provides a significant cost savings and has proven to be a great return on investment.

As the foundation to many core systems, the virtual infrastructure is critical and heavily utilized. The IT Division has received multiple requests for additional virtual servers and storage for system upgrades and other needs. As presently configured, the virtual infrastructure is running out of available resources and would not be able to support all of these requests. Staff is recommending a new SAN and the additional host server be added, to facilitate these requests, add capacity and room for future growth.

To maintain compatibility and minimize downtime, staff recommends waiving the normal purchasing process and authorizing the purchase of the SAN and server from Dell Inc using WSCA, a competitively bid contract, available to state and local agencies.

## **FISCAL IMPACT**

The total cost for the SAN, server, networking equipment and implementation services will not exceed \$100,000. Funds have been allocated in the IT Division FY16-17 budget.

## **REASON FOR RECOMMENDATION**

The City's virtual environment has reached capacity and serves many critical applications and systems. To provide some redundancy, expand its capacity and prevent any unforeseen downtime staff recommends the purchase of an additional storage area network (SAN) and a physical server to host the virtual systems. The

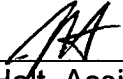


virtualized environment has proven to be an effective and cost efficient model as compared to buying individual servers for each city system / application.

#### **ACTIONS FOLLOWING APPROVAL**

Staff will order the server and SAN. When the equipment arrives it will be configured and seamlessly integrated into the city's virtual environment.

Prepared by: Jesse Velez, Information Technology Manager

Submitted by:   
John Holt, Assistant City Manager / City Clerk



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

City Manager: *[Signature]*

## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: Finance Department

DATE: August 1, 2016

SUBJECT: Approval – Res. 16-\_\_\_\_, A Resolution of Intention to Annex Territory (Annexation #46) (T6143, T6137, T6068, T6102, T6134, T5720A, T6101, T6128, T6145, various locations) to Community Facilities District (CFD) 2004-1; and to Authorize the Levy of Special Taxes Therein and setting the Public Hearing for September 6, 2016.

ATTACHMENTS: Resolution  
Map

**CONFLICT OF INTEREST**  
None

### **RECOMMENDATION**

That the Council approve Res. 16-\_\_\_\_, A Resolution of Intention to Annex Territory (Annexation #46) to Community Facilities District (CFD) 2004-1 and to Authorize the Levy of Special Taxes therein and setting the Public Hearing for September 6, 2016.

### **EXECUTIVE SUMMARY**

Since the condition to establish a CFD was imposed on the developments being processed by the City, developments proceeding after March 8, 2004 must petition to be annexed to the existing CFD. This action is required to begin the process of annexation provided by the conditions of approval of the development entitlements.

### **BACKGROUND**

Since the condition to establish a CFD was imposed on the developments being processed by the City, developments proceeding after March 8, 2004 must petition to be annexed to the existing CFD. Recently a developer has submitted a petition to annex territory to the Community Facilities District 2004-1 and to include his subdivision within the District as provided by the conditions of approval of the development entitlements.

To initiate the process for annexation of territory to a CFD, the Council must approve a Resolution of Intention (ROI) to annex territory to the CFD. The ROI included with this report includes various actions necessary for the annexation to the CFD. The Rate and Method of Apportionment (RMA) referred to in the ROI is as adopted by the Council with the Resolution of Formation adopted March 8, 2004.

The area to be annexed T6143, T6137, T6068, T6102, T6134, T5720A, T6101, T6128, T6145, various locations, is shown in the attached map.

### **FISCAL IMPACT**

No fiscal impact by this action.

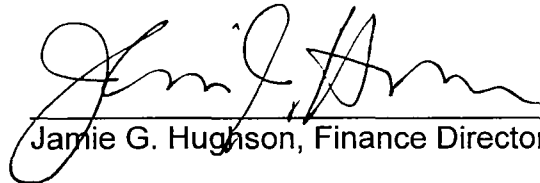
### **REASON FOR RECOMMENDATION**

All requirements to begin the process for annexation of territory to the CFD have been completed, and the Council may take action on the ROI.

### **ACTIONS FOLLOWING APPROVAL**

The Staff will take appropriate steps to schedule the public hearing on the Annexation of Territory to the CFD for September 6, 2016 and will provide the notices in accordance with law.

Submitted by:

  
\_\_\_\_\_  
Jamie G. Hughson, Finance Director

**RESOLUTION NO. 16-\_\_**

**A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY  
FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES  
THEREIN**

**CITY OF CLOVIS  
Community Facilities District No. 2004-1  
(Police and Fire Services)  
Annexation No. 46**

**RESOLVED** by the City Council (the "Council") of the City of Clovis (the "City"), County of Fresno, State of California, that:

**WHEREAS**, this Council has conducted proceedings to establish Community Facilities District No. 2004-1 (Police and Fire Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

**WHEREAS**, under the Act, this Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

**NOW, THEREFORE, IT IS HEREBY ORDERED** as follows:

- 1. Findings.** This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.
- 2. Territory Described.** The name of the existing CFD is "Community Facilities District No. 2004-1 (Police and Fire Services)". The territory included in the existing CFD is as shown on the map thereof filed in Book 40 of Maps of Assessment and Community Facilities Districts at Page 57, in the office of the County Recorder, County of Fresno, State of California, to which map reference is hereby made. The territory now proposed to be annexed to the CFD is as shown on the Annexation Map No. 46 to the CFD, on file with the Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded said Annexation Map No. 46 to the CFD, showing the territory to be annexed, in the office of the County Recorder of the County of Fresno within fifteen days of the date of adoption of this resolution.
- 3. The Services.** The types of public services financed by the CFD and pursuant to the Act consist of those of the police and fire services (the "Services") as described in Exhibit A to Resolution No. 04-33, adopted by the Council on March 8, 2004 (the "Resolution of Formation"). It is presently intended that the Facilities (and the Services)

will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

**4. Special Tax.** Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, are described in Exhibit B attached to the Resolution of Formation, by which this reference is incorporated herein.

**5. Hearing.** Tuesday, September 6, 2016, at 6:00 p.m. or as soon as possible thereafter, in the City Hall, Council Chambers, 1033 Fifth Street, Clovis, California, be, and the same are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the annexation of territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD and the levy of such special tax therein.

**6. Notice.** The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD. The publication of said notice shall be completed at least seven days before the date herein set for said hearing. The City Clerk shall also cause a copy of such notice and a copy of the Resolution of Formation to be mailed to each landowner (and to each registered voter, if any) within the territory proposed to be annexed, which notice and resolution shall be mailed at least fifteen days before the date of said hearing. Such notice shall be substantially in the form specified in Section 53339.4 of the Act, with a summary form specifically authorized.

**7. Annexation Contingency.** Section 53316 of the Act shall apply to the proceedings of the Council for the CFD to the extent that the proceedings, if appropriate, include territory which on the date of adoption of this Resolution of Intention are not annexed to the City and which territory is proposed to be annexed to the City. This Council determines that the City has filed appropriate documents, including a "resolution of application", with the Fresno County Local Agency Formation Commission ("LAFCO") for the annexation of territory as therein described, which territory includes all or a portion of the lands proposed for inclusion in the boundaries of the CFD as herein described. A certificate of filing of such application has been issued by the official who is the executive officer of LAFCO, a copy of which certificate of filing is on file with the City Clerk. It is hereby specifically provided that these proceedings for the CFD, to the extent applicable to such territory subject to such LAFCO annexation to the City, shall be contingent upon and shall be completed only if the annexation of such territory to the City by LAFCO is completed. It is further provided that this Council shall not authorize the levy of the Special Tax nor cause any amended notice of special tax lien to be

recorded for the territory to be annexed to the CFD unless and until such annexation proceedings through LAFCO are completed to the satisfaction of this Council.

**8. Effective Date.** This resolution shall take effect upon its adoption.

\*\*\*\*\*

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Clovis at a meeting held August 1, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

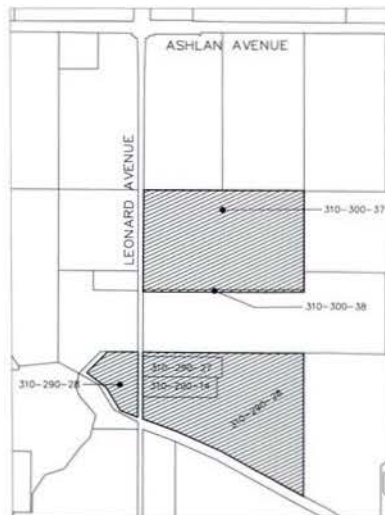
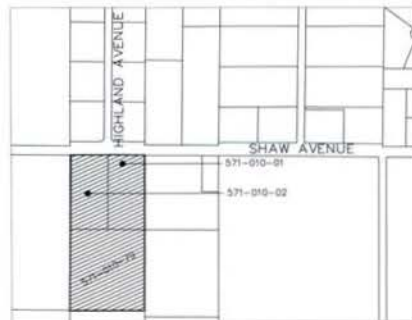
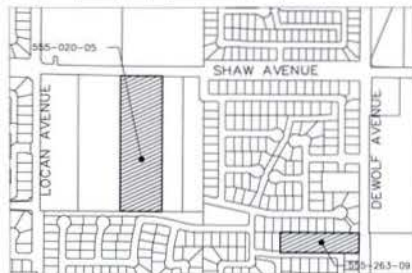
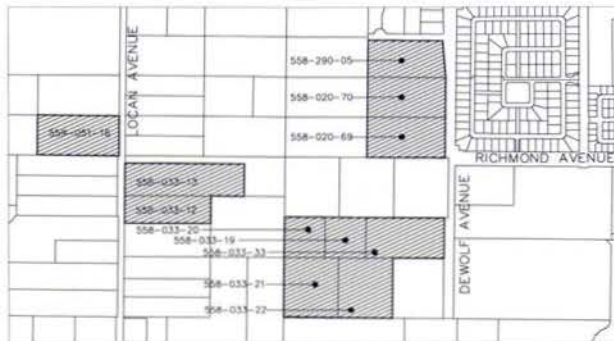
DATED:

---

Mayor

---

City Clerk



#### LEGEND

#### PARCEL

#### ANNEXATION BOUNDARY

APN 559-051-16  
 APN 558-290-05  
 APN 558-020-70  
 APN 558-020-69  
 APN 558-033-13  
 APN 558-033-12  
 APN 558-033-19  
 APN 558-033-20  
 APN 558-033-21  
 APN 558-033-22  
 APN 558-033-33  
 APN 571-010-01  
 APN 571-010-02  
 APN 571-010-79  
 APN 555-020-05  
 APN 555-263-09  
 APN 310-300-37  
 APN 310-300-38  
 APN 310-290-27  
 APN 310-290-14  
 APN 310-290-26

0 250' 500'  
 SCALE: 1" = 500'

FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 46 TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 (POLICE AND FIRE SERVICES), CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CLOVIS AT A REGULAR MEETING THEREOF, HELD ON THE 8TH DAY OF \_\_\_\_\_, 2016, BY ITS RESOLUTION NO. 16-\_\_\_\_\_

JOHN HOLT  
 CITY CLERK  
 CITY OF CLOVIS

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

PAUL A. DICTOS, C.P.A. BY: DEPUTY COUNTY RECORDER  
 COUNTY ASSESSOR-RECORDER  
 COUNTY OF FRESNO  
 STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2004-1 (POLICE AND FIRE SERVICES) OF THE CITY OF CLOVIS RECORDED WITH THE FRESNO COUNTY RECORDER'S OFFICE ON FEBRUARY 19, 2004, IN BOOK 40 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 57.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSORS MAPS FOR THOSE PARCELS LISTED.

THE FRESNO COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OF PARCELS.

#### ANNEXATION MAP NO. 46

#### COMMUNITY FACILITIES DISTRICT NO. 2004-1 (POLICE AND FIRE SERVICES)

CITY OF CLOVIS  
 COUNTY OF FRESNO  
 STATE OF CALIFORNIA



## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

**TO:** Mayor and City Council

**FROM:** General Services Department

**DATE:** August 1, 2016

**SUBJECT:** Consider Approval – Resolution 16-\_\_\_\_; Certifying Employment of Retired Annuitants of the Public Employees' Retirement System During FY 2016-2017, Pursuant to California Government Code Sections 21222 and 21224, and Regulations of the Public Employees' Retirement System

**ATTACHMENTS:** 1) Resolution 16-\_\_\_\_;  
2) Exhibit A - PERS Retired Annuitants Certified for Employment During FY 2016-2017.

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

Approve Res. 16- \_\_\_\_, certifying employment of PERS retired annuitants during FY 2016-2017, pursuant to California Government Code Sections 21221 and 21224; and, pertinent regulations of the Public Employees' Retirement System (PERS).

### **EXECUTIVE SUMMARY**

The City of Clovis employs a limited number of persons receiving retirement benefits from PERS. These retired 'annuitants' possess skills needed by various City departments. The retired PERS annuitants work limited durations and no more than 960 hours per fiscal year, pursuant to the California Government Code and PERS regulations.

Adopting an annual Resolution certifying employment of retired PERS annuitants is recommended in order to demonstrate a record of compliance with the pertinent sections of the California Government Code and PERS regulations concerning employment of retired PERS annuitants.



## **BACKGROUND**

The City of Clovis employs a limited number of persons receiving retirement benefits from PERS. The retired annuitants possess skills and experience needed by various City departments. The retired PERS annuitants work for limited durations and for not more than 960 hours per fiscal year, pursuant to the California Government Code Sections 21222 and 21224 and PERS regulations. Retired PERS annuitants and employers belonging to PERS are subject to penalties for violations of the 960 hour limit and other provisions regulating employment of PERS retired annuitants.

In order to demonstrate compliance with the California Government Code and PERS regulations pertaining to employment of retired PERS annuitants, it is recommended that the City adopt the proposed Resolution. Adoption of an annual Resolution will memorialize the City's current practice of regularly reviewing the retired annuitant positions for compliance.

## **FISCAL IMPACT**

Approval of the recommended Resolution is intended to provide an annual certification of the PERS retired annuitants employed by the City. Adoption of the proposed Resolution results in no additional costs to the City.

## **REASONS FOR RECOMMENDATION**

Adopting an annual Resolution identifying retired PERS annuitants employed by the City is recommended in order to certify the City's compliance with applicable California Government Code Sections and PERS regulations pertaining to employment of PERS annuitants.

## **ACTION FOLLOWING APPROVAL**

The list of retired PERS annuitants employed by the City will be assessed throughout the year. Modifications to the list of retired PERS annuitants will be updated and presented to Council for recertification as necessary, but not less than annually.

Prepared and Submitted by: Robert K. Ford, General Services Director



**RESOLUTION 16- \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS CERTIFYING  
EMPLOYMENT OF RETIRED ANNUITANTS OF THE PUBLIC EMPLOYEES'  
RETIREMENT SYSTEM PUSUANT TO CALIFORNIA GOVERNMENT CODE  
SECTIONS 21221 AND 21224 AND PERTINENT REGULATIONS ADOPTED BY THE  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

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

**WHEREAS**, the City of Clovis employs qualified annuitants of the Public Employees' Retirement System (PERS); and,

**WHEREAS**, the City of Clovis has determined that the skills possessed by certain PERS retired annuitants are required for the efficient operation of various City departments; and,

**WHEREAS**, PERS retired annuitants are employed by the City for not more than 960 hours per fiscal year and for limited duration assignments; and,

**WHEREAS**, annually, the City of Clovis determines the need for employing PERS retired annuitants pursuant to requirements of California Government Code Sections 21221, 21224 and pertinent regulations adopted by PERS.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Clovis certifies employment of PERS retired annuitants for FY 2016-2017 as listed on 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 August 1, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

\_\_\_\_\_  
Mayor

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

3:15 PM / 7/21/2016

Page 3 of 4

Exhibit A

**PERS Retired Annuitants Certified for Employment During FY 2016-2017**

**PERS Annuitant**

**Department**

Bolding, Kathleen  
Wolrath, Joan  
Castro, Maria  
Bell, John  
Vasquez, William  
Audas, Nella  
Ciavaglia, Don  
Fannon, John  
Harris, Tommy  
Diaz, Angela  
McClannan, Cheryl  
Rogers, Catherine  
Cox, Shelby  
Fries, Daniel  
Nauheimer, John  
Sponhaltz, Candice  
Cenci, Gloria

Finance  
General Services  
General Services  
General Services  
General Services  
General Services  
Police  
Police  
Police  
Police  
Police  
Police  
Police  
Police  
Police  
Police  
Police  
Public Utilities



## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: General Services Department

DATE: August 1, 2016

SUBJECT: Approval - Res. 16-\_\_\_\_, Amending the City's Position Allocation Plan for FY16-17 in the Public Utilities Department by Deleting a Vacant Construction Manager Position and Adding a Senior Engineering Inspector Position

ATTACHMENTS: 1) Resolution 16-\_\_\_\_; Position Allocation Plan Amendment  
2) Exhibit A - Position Allocation Adjustment by Department

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

Approve Resolution 16-\_\_\_\_; amending the City's FY16-17 Position Allocation Plan in the Public Utilities Department by deleting a vacant Construction Manager position and adding a Senior Engineering Inspector position.

### **EXECUTIVE SUMMARY**

Currently, the Public Utilities Department (PUD) is authorized one (1) Construction Manager position. Following an assessment of work assignment needs in the PUD, it is recommended that the City's Position Allocation Plan be amended by deleting one (1) vacant Construction Manager position and replacing it with one (1) Senior Engineering Inspector position.

### **BACKGROUND**

The PUD has recently evaluated the work assignments in the department and has determined that the addition of one (1) Senior Engineering Inspector position and the elimination of a vacant Construction Manager position will more efficiently support the current needs of the department. The recently vacated Construction Manager position had been supporting several PUD sections including Streets, Sewer, Water, and

Community Sanitation with planning and assigning the work of field personnel engaged in technical inspection and contract administration of public works construction and improvement projects.

The Senior Engineering Inspector classification performs job functions similar to the Construction Manager classification, including more technical work not included in the Construction Manager classification. The Senior Engineering Inspector classification performs complex technical inspection work involving major public works construction and improvement projects; coordinates, assigns, and monitors the work and technical activities of subordinate Engineering Inspectors; and, performs contract administration of public works construction and improvement projects and assists in overall project administration.

### **FISCAL IMPACT**

The recommended change in the City's Position Allocation Plan would result in cost savings of approximately \$18,500.00 over the remaining nine (9) months of FY16-17.

### **REASON FOR RECOMMENDATION**

The elimination of one (1) vacant Construction Manager position and the addition of one (1) Senior Engineering Inspector position will better support the current needs of the Work Sections of the Department. Modification of the City's Position Allocation Plan requires the City Council's approval.

### **ACTIONS FOLLOWING APPROVAL**

The position allocation for the Public Utilities Department will be modified as noted in Exhibit A attached.

Prepared by: Melissa Paminto, Management Analyst

Submitted by: Robert K. Ford, General Services Director



**RESOLUTION 16- \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING  
AMENDMENTS TO THE FY16-17 POSITION ALLOCATION PLAN**

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

**WHEREAS**, the FY16-17 Position Allocation Plan was approved as part of the FY16-17 City budget adoption process; and,

**WHEREAS**, a review of the work assignments and staffing needs in the Public Utilities Department indicates that it is appropriate to delete one (1) vacant Construction Manager position and add one (1) Senior Engineering Inspector position; and,

**WHEREAS**, amending the City's adopted FY16-17 Position Allocation Plan requires City Council authorization.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Clovis that the City's FY16-17 Position Allocation Plan shall be amended 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 August 1, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Dated: August 1, 2016:

\_\_\_\_\_  
Mayor

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

***Exhibit A***

**POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY16-17**

| <b><u>Department</u></b> | <b><u>Number of Positions</u></b> |
|--------------------------|-----------------------------------|
|--------------------------|-----------------------------------|

**Public Utilities Department**

|         |                      |     |
|---------|----------------------|-----|
| Delete: | Construction Manager | 1.0 |
|---------|----------------------|-----|

|      |                              |     |
|------|------------------------------|-----|
| Add: | Senior Engineering Inspector | 1.0 |
|------|------------------------------|-----|



AGENDA ITEM NO: CC-F-1

City Manager: [Signature]

## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: August 1, 2016

SUBJECT: Approval – Waive the City's usual purchasing procedures and authorize the City Manager to enter into a purchase agreement with Quinn Power Systems for the purchase and delivery of a diesel generator package for Fire Station 2 & Fire Station 3

ATTACHMENTS: (A) Vicinity Map

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

For the City Council to authorize the City Manager to sign a purchase agreement, in an amount estimated at \$95,000, for material and services to be provided by Quinn Power Systems.

### **EXECUTIVE SUMMARY**

The General Government Facilities budget has sufficient funding for the purchase of backup diesel generators to be located at Clovis Fire Station 2 and Fire Station 3. The City will be using a competitively bid General Services Administration (GSA) contract which was awarded to Quinn Power Systems through National Joint Powers Alliance (NJPA).

### **BACKGROUND**

Funds were allocated in the General Government budget to install backup generators at Fire Station 2 and Fire Station 3.



Because of manufacturing time and cost, City staff identified Quinn Power Systems as a contractor with GSA and National Joint Powers Alliance (NJPA) contract. The City's purchasing policies and procedures allow services to be exempt from the bidding process when the City is participating in an established governmental cooperative purchasing agreement. Quinn Power Systems has secured NJPA contract # 080613-CAT, with a contract period from September 17, 2015 through September 17, 2016. The program has been price analyzed, competitively bid, and legally executed by the NJPA. The bidding process has been completed so that each individual government entity does not need to repeat the process for the same products and services.

Council authorization will allow the City of Clovis to utilize the NJPA contract # 080613-CAT to purchase and deliver a backup diesel generator package to Fire Station 2 & Fire Station 3 through Quinn Power Systems.

#### **FISCAL IMPACT**

The project is supported by the General Government Facilities Fund. Budgeted funds are available to proceed with award of the project.

#### **REASON FOR RECOMMENDATION**

Quinn Power Systems has met the necessary requirements for obtaining a NJPA contract, which complies with the public bidding requirements of the Public Contract Code, as well as complying with the latest building and safety codes.

#### **ACTIONS FOLLOWING APPROVAL**

1. The City Manager will enter into a Purchase Agreement with Quinn Power Systems.
2. The City Manager will authorize a purchase order in an amount estimated at \$95,000.00 to Quinn Power Systems for the purchase and delivery of two diesel generator packages.

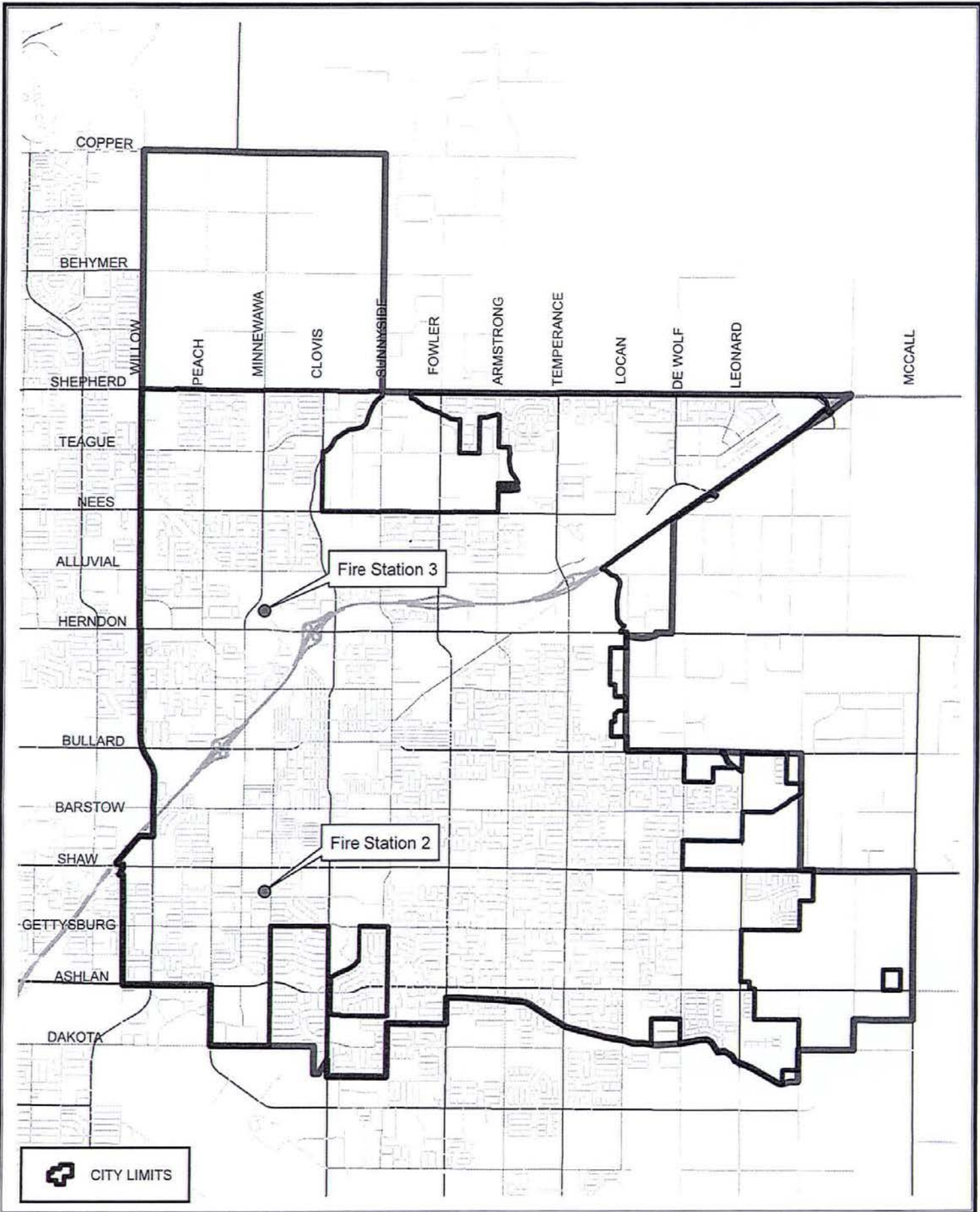
Prepared by: Thad Avery, Associate Engineer

Submitted by:

  
Michael Harrison  
Interim City Engineer

Recommended by:

  
Dwight Kroll, AICP  
Director of Planning  
and Development Services







AGENDA ITEM NO: CC-F-2  
City Manager: JA

## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: August 1, 2016

SUBJECT: Approval – Bid Award for CIP 13-25, Shaw Avenue Street Improvements, and; Authorize the City Manager to execute the contract on behalf of the City

ATTACHMENTS: (A) Vicinity Map

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

1. For the City Council to award a contract for CIP 13-25, Shaw Avenue Street Improvements to Emmett's Excavation, Inc. in the amount of \$ 605,153.00 and;
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

### **EXECUTIVE SUMMARY**

The project consists of constructing a street overlay, approximately 0.50 mile, Shaw Avenue from Clovis Avenue to Sunnyside Avenue. The purpose of this project is preventive maintenance on an aging street to increase the life of the structural section by creating a new paved surface. The construction involves grinding the top 2 inches of the existing asphalt concrete pavement and replacing with a 2-inch asphalt concrete overlay. The work shall include, but not be limited to, partial reconstruction of asphalt concrete pavement, adjustments of existing facilities to finish grades, replacements of concrete curb returns, concrete median islands, traffic loop detectors, and traffic striping, modification of existing traffic signal, and miscellaneous improvements.

All street grinding, paving, and traffic striping for this project shall be executed with night work construction only to avoid major traffic issues. Hours of night work construction shall be from 10:00PM to 6:00AM each night, starting from Sunday night (Monday morning) thru Thursday night (Friday morning) each week. At the end of each work shift, all travel lanes shall be restored in safe condition and available for traffic.

Staff has evaluated the project site and all design aspects within the scope of this project for compliance with the Americans with Disabilities Act (ADA) accessibility standards as of August 1, 2016. The project will be ADA compliant upon completion.

## **BACKGROUND**

The following is a summary of the bid results of July 19, 2016:

| BIDDERS                    | BASE BIDS            |
|----------------------------|----------------------|
| Emmett's Excavation, Inc.  | \$ 605,153.00        |
| <b>ENGINEER'S ESTIMATE</b> | <b>\$ 595,352.00</b> |

All bids were examined and the bidders' submittals were found to be in order. Staff has validated the lowest responsive bidder contractor's license status; the contractor is in good standing with no record of complaints or violations recorded in the last three years. A record search for complaints or violations was performed through Cal OSHA and no violations were found.

## **FISCAL IMPACT**

This project was approved in the 2015-2016 fiscal year budget. The project is supported by Regional Surface Transportation Program (RSTP).

## **REASON FOR RECOMMENDATION**

Emmett's Excavation, Inc. is the lowest responsible bidder. 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 approximately two (2) weeks after contract execution and be completed in thirty (30) working days thereafter.




Prepared by: Thomas K. Cheng, Project Engineer

Submitted by:

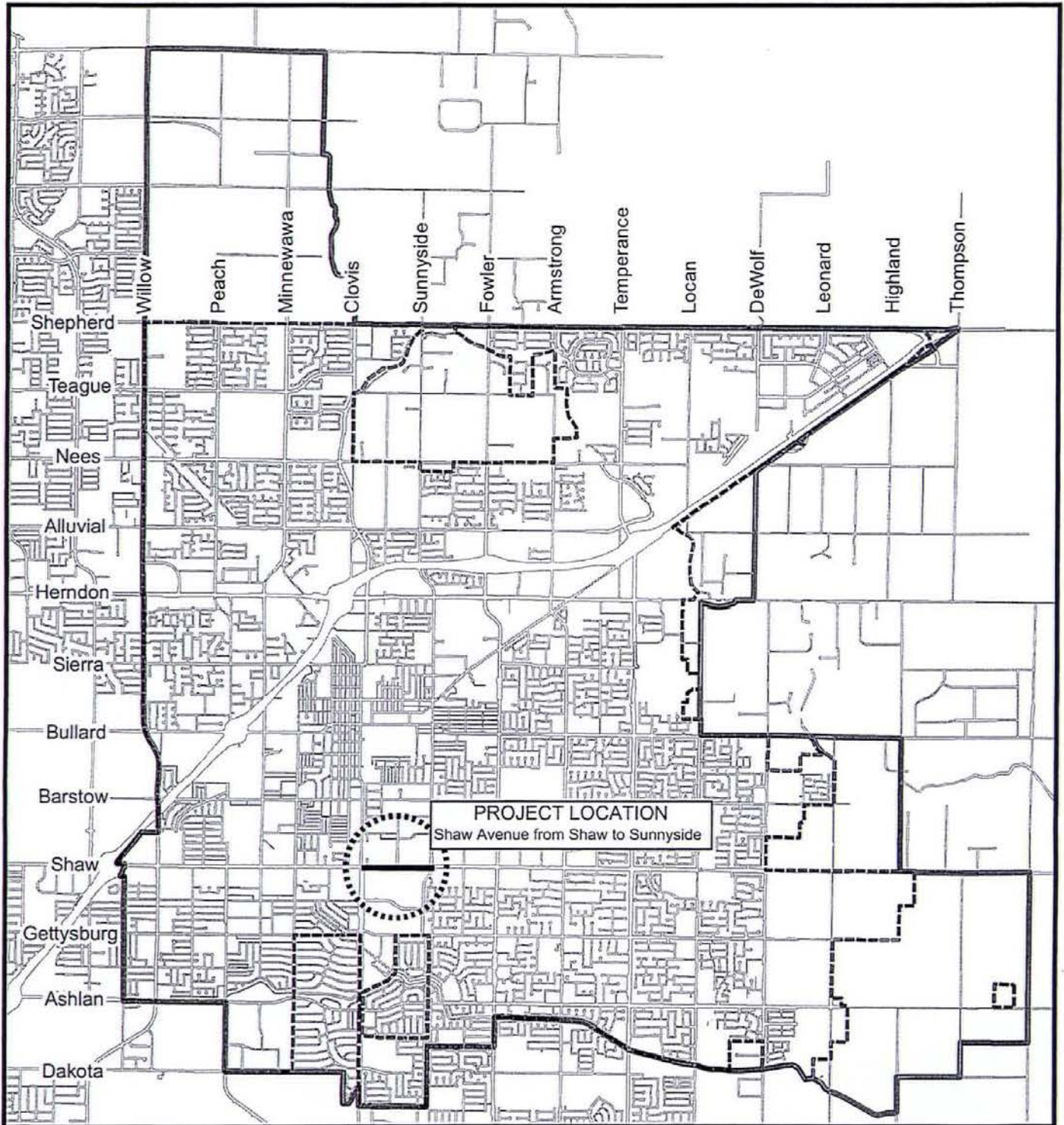
  
Michael Harrison  
Interim City Engineer

Recommended by:

  
Dwight Kroll, AICP  
Director of Planning  
and Development Services

# VICINITY MAP

CIP 13-25 Shaw Avenue Street Improvements



July 20, 2016

## ATTACHMENT A

--- CITY LIMITS    — SPHERE OF INFLUENCE



Prepared By: Thomas Cheng



AGENDA ITEM NO: CC-G-1  
City Manager: 

## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: Fire Department

DATE: August 1, 2016

SUBJECT: Approval – Authorizing the City Manager to sign the Master Instructional Service Agreement between Fresno City College and City of Clovis Fire Department.

ATTACHMENTS: (A) Master Instructional Service Agreement between Fresno City College and City of Clovis Fire Department.

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

For the City Council to approve the Master Instructional Service Agreement between Fresno City College and City of Clovis Fire Department and authorize the City Manager to sign a contract with any minor changes.

### **EXECUTIVE SUMMARY**

Prior to 2000, the Fire Department has had instructional service agreements with several community colleges. These agreements are to reimburse the Fire Department for training topics that fall under the Education Code, specifically Vocational Education. This is training Fire Department employees receive during their initial hiring academy, promotional preparation or our annual on-going training. The agreement states Fresno City College (FCC) will reimburse the City of Clovis \$3.50 per eligible student instructional hour, minus per current per unit fees. The Fire Department has an existing instructional service agreement with Monterey Peninsula College (MPC), which we will be canceling in 2017 upon implementation of this agreement in 2017 spring semester.



## **BACKGROUND**

For the last fifteen years, the Fire Department has entered into various master instructional service agreements with several different community colleges. Unfortunately, during the recent recession, Fresno City College was over the full-time student equivalent cap and could no longer offer reimbursement for instructional training. In 2012, the Fire Department entered into an agreement with Monterey Peninsula College to reimburse for eligible training hours. This agreement will run through the end of the Fall 2016 school year.

Unfortunately, we cannot continue with our existing agreement with MPC because of a community college rule that states if the community college district where you are located can provide the course you must enter into an agreement with this college. MPC has been a great partner and was able to offer this reimbursement during difficult economic times.

Currently, the Fire Department gets reimbursed for around 10,000 student hours and after-college unit fees equate to approximately \$15,000 annually for the Fire Department. These revenue funds have already be approved in the FY2016/17.

## **FISCAL IMPACT**

The agreement with Fresno City College will replace an existing agreement the Fire Department has with Monterey Peninsula College for instructional services. This agreement is very similar to our existing one and will reimburse at a slightly higher rate for 2017. The revenue projected for FY2016/17 will be the same.

## **REASON FOR RECOMMENDATION**

This agreement is required for the Fire Department to receive reimbursement for college eligible vocational education training that offsets costs associated with our initial and ongoing firefighter training.

## **ACTIONS FOLLOWING APPROVAL**

Prepare contract for signature by the City Manager.

Prepared by: John Binaski, Fire Chief

Submitted by:  John Binaski, Fire Chief

**MASTER INSTRUCTIONAL SERVICE AGREEMENT  
BETWEEN  
FRESNO CITY COLLEGE AND  
CITY OF CLOVIS FIRE DEPARTMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of January, 2017 by and between Fresno City College (FCC), a college of the State Center Community College District (SCCCD), and City of Clovis, a municipal corporation, (CITY) (together, "the parties").

**WITNESSETH**

WHEREAS, FCC is authorized by the California Education Code ("Education Code") and Title 5 of the California Code of Regulations ("Title 5"), to conduct Contract Instruction, Assessment and Counseling Services to serve community needs; and

WHEREAS, CITY desires to contract with FCC for to provide educational services to its in-service personnel as set forth herein; and

WHEREAS, the parties mutually desire cooperation of the parties to provide quality instruction and training to meet community needs, as set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, FCC and CITY mutually agree as follows:

**Section 1. RESPONSIBILITIES OF FCC**

- a. FCC shall offer approved courses to meet educational needs and requirements of the Clovis Fire Department's (CFD's) in-service personnel (all class participants are in-service fire personnel and shall hereafter be referred to as "students"), as specified by CFD.
- b. FCC shall provide a coordinator to work with CFD. Said coordinator shall act as the CFD co-director for all FCC affiliated educational courses. Under no circumstances, however, shall the coordinator have authority over the remaining operations of CFD, including but not limited to, personnel issues concerning CFD employees, operational budget, or the use, maintenance, or scheduling of CFD facilities.
- c. FCC and CFD will mutually ensure ancillary and support services are provided for the students. (e.g. Counseling, Guidance, & Placement Assistance).
- d. FCC shall assist the CFD in registration and other support services to students in order to adequately manage and control its course offerings.
- e. FCC shall approve of the selection of instructors and facilitators and

evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of FCC. FCC shall have the primary right to control and direct the instructional activities of all instructors.

- f. FCC shall ensure that course offerings meet all appropriate requirements of the Education Code and Title 5.
- g. FCC shall consult the CFD on any revisions to existing FCC courses designed for the CFD program, initiation of new courses, or any other changes, in order to ensure the quality of educational services and to meet the needs of the CFD.
- h. FCC shall provide the use of its facilities and equipment free of charge for use by the CFD, on an as-needed, space available basis for affiliated programs. FCC shall attempt to provide use of said facilities and equipment during normal business hours.
- i. FCC shall demonstrate control and direction through such actions as: providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its hourly instructors on campus.
- j. FCC shall waive the health fee for all CFD students.
- k. By signing this Agreement, FCC certifies it does not receive full compensation for direct education costs of the course from any public or private agency, individual or group.
- l. FCC has the primary right and responsibility to control and direct the activities of the person or persons furnished by the CITY during the term of the Agreement.

## Section 2. RESPONSIBILITIES OF CFD

- a. CFD shall provide classroom space for use as off-campus sites by FCC, free of charge for affiliated programs. CFD shall make a good faith effort to schedule use of said facilities during normal business hours.
- b. CFD shall provide instructors, facilitators, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct FCC's affiliated educational programs.
- c. CFD shall cooperate with FCC to ensure all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to Education Code and Title 5 mandated standards governing instructional programs, including minimum qualifications for instructors.
- d. CITY shall use the money received as compensation for services under this Agreement for educational and training related purposes as they relate to fire and public safety training programs.
- e. CFD shall assist FCC in collecting all instructional fees associated with the class offerings under this Agreement.
- f. Records of student attendance and achievement shall be maintained by

CFD. Records will be open for review at all times by officials of the college and submitted on a schedule developed by FCC.

- g. By signing this Agreement, CITY certifies the training facility is open to the public and the instructional activities agreed upon herein will not be fully funded by other sources.

### Section 3. PAYMENT FOR SERVICES

- a. In consideration of the services provided herein, FCC shall pay CITY \$3.50 per student instructional hour eligible for state general apportionment.
- b. For fiscal year 2016/2017 (for purposes of this Agreement, "fiscal year" begins July 1 and ends June 30), said hours shall not exceed 92,000 Student Instructional Hours or 175.23 Full Time Equivalent Students (FTES), unless mutually agreed prior to May 1, 2017. The same limits shall apply in each subsequent fiscal year, unless otherwise agreed in writing by the parties.
- c. Any subsequent year's student instructional hour cap shall be determined at least sixty (60) days prior to the start of the next fiscal year.
- d. CITY shall submit to FCC an invoice of all mutually agreed upon instructional hours provided under this Agreement. FCC shall pay CITY the agreed contract price within 45 days. The registration fees for courses under this contract will be deducted from the total amount of said invoice. FCC shall consider this payment for the registration fees and CITY shall consider the contracted price, minus the registration fees, as payment in full.
- e. Instructional hours are defined as those hours reported on SCCCD's CCFS-320, California Community Colleges Apportionment Attendance Reports, which are subject to audit by SCCCD's independent auditor and the California Community Colleges Chancellor's Office.

### Section 4. INDEMNIFICATION

- a. CITY shall indemnify, hold harmless and defend FCC, and each of its officers, officials, agents, and volunteers from and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, FCC or any other person, and from and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code Section 810 et seq.
- b. FCC shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, FCC or

any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions of FCC or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by FCC of governmental immunities including California Government Code Section 810 et seq.

- c. In the event of concurrent negligence on the part of FCC or any of its officers, officials, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.
- d. This section shall survive expiration or termination of this Agreement.

#### Section 5. INSURANCE

- a. Each party shall insure its activities in connection with this Agreement and maintain at all times insurance in coverage and limit amounts reasonably necessary to protect itself against injuries and damages arising from the acts or omissions caused by each party, their respective Boards, officers, employees and agents in the performance of this Agreement. This insurance requirement may be satisfied through a program of self- insurance, or insurance coverage afforded to public entities through a Joint Powers Authority (JPA) risk pool.

#### Section 6. MISCELLANEOUS PROVISIONS

- a. If any provisions of this Agreement are found to be, or become, contrary to applicable law or regulations, or court decisions, FCC and CITY agree that the Agreement shall be renegotiated as it relates to said provision, and the remainder of the Agreement shall remain in full force and effect.
- b. Term and Termination. The term of this Agreement shall start on January 1, 2017, and terminate on June 30, 2018. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least thirty (30) days prior to the end of the term in which classes are currently in session. In the event of such termination, each party shall fully pay and discharge all obligations accruing to the other party up to and including the date of termination. Neither party shall incur any additional liability to the other by reason of such termination.
- c. Either party hereto maintains the right to cancel services prior to the beginning of each course at no cost to either party to this Agreement.
- d. Nondiscrimination. To the extent required by controlling federal, state and local law, the parties shall not employ discriminatory practices in the provision of services, course instruction, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,

marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

- e. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the use of the aforesaid facilities or services and contains all covenants and agreements between the parties with respect hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing and signed by the CITY and FCC in the form of an amendment to this Agreement.
- f. Compliance with Law. In providing the services required under this Agreement, FCC shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
- g. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. 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 Fresno County, California.
- h. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- i. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
- j. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses
- k. Notice or correspondence required by this Agreement shall be delivered personally or by United States mail as follows:

To FCC: Tim Woods

Career and Technology Center  
2930 E. Annadale  
Fresno, CA 93741

To CFD: John Binaski

Clovis Fire Department  
1233 Fifth Street  
Clovis, CA 93612


- l. The specific courses covered under this Agreement are described in Attachment 1, which are incorporated herein by this reference.
- m. In addition to the specific course noted above, the parties may offer additional courses under this Agreement on the same terms and conditions. CFD shall provide FCC of any desire to add a class with a minimum of 40 days' notice to FCC before the desired class start date. Each additional course of instruction shall require a written agreement to offer the course signed by CFD's Fire Chief or designee and the FCC President or designee. The course details must be set forth in writing as with the courses listed above, and will become attachments to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Fresno, California to be effective August 1, 2016.

|  |  |
|--|--|
| <b>City of Clovis, a Municipal Corporation</b>       | <b>Fresno City College, a college of the State Center Community College District</b> |
| <hr/> Robert Woolley, City Manager<br>City of Clovis | <hr/> Mr. Edwin Eng<br>Vice Chancellor Finance and Administration                    |
| Date: _____  | Date: _____  |
| <br>APPROVED AS TO LEGAL FORM:                       | <br>REVIEWED AND RECOMMENDED FOR APPROVAL  |
| <hr/> David J. Wolfe,<br>City of Clovis Attorney     | <hr/> Ms. Cheryl Sullivan, Interim President<br>Fresno City College                  |
| Date: _____  | Date: _____  |
|  | APPROVED AS TO LEGAL FORM:   |
|  | <hr/> Gregory Taylor, District Counsel   |
|  | Date: _____  |





AGENDA ITEM NO: CC-G-2  
City Manager: 

## **- CITY OF CLOVIS – REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: Fire Department

DATE: August 1, 2016

SUBJECT: Approval – Resolution 16-\_\_ Confirming Weed and Rubbish Abatement Charges for 2016

ATTACHMENTS: Resolution No. 16-\_\_  
Exhibit A: 2016 Weed Abatement Assessments  
Exhibit B: Authorization Letter

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

1. Council adopt Resolution 16-\_\_ confirming weed and rubbish abatement charges which certifies the charges as the costs of abatement against said property and that said charges shall become a lien against the property if not paid by August 22, 2016.
2. Authorize staff to remove any names from this adopted list if payment is received prior to submittal to the County Auditor Controller Office.
3. Authorize staff to modify charges for the costs of abatement against said property as a result of an appeal hearing conducted by the City Manager or his designee.
4. Authorize payment of \$2,430.00 to the City's contractor, Newton's Custom Tractor Work, for contracted services.

## EXECUTIVE SUMMARY

Weed Abatement Posting Notices were mailed out to 223 property owners this past spring. The City of Clovis contracted with, Newton's Custom Tractor Work to clean 8 of those properties. This report lists those properties that were cleaned and the cost of cleanup plus the administrative fee.

Before the weed abatement charges can be submitted to the County Auditor Controller for collection, the charges must be confirmed by the City Council in resolution form.

## BACKGROUND

The Weed and Rubbish Abatement Program has proven to be an effective tool in reducing open land fires, controlling habitat for rodents and insects, and maintaining property values throughout Clovis.

The Fire Department incorporates weed and rubbish abatement into its Fire Prevention Program, providing the opportunities to stop many small fires and reduce the potential for larger ones. Properties are surveyed and hazards identified for removal, the result of which is a much cleaner, safer environment for our citizens.

The process started April, 2016 with the first inspection. Letters were then sent to the property owners of parcels where abatement was required. These letters were mailed during May and June requesting abatement within a specified time frame.

Continuous inspections were performed throughout June and July, 2016. If abatement had not been accomplished within specified date for a particular parcel, work orders were prepared and forwarded to the City's private contractors for action.

Ongoing drought conditions and mandatory watering restrictions generated an above average number of complaints and inquiries regarding abatement this year. The problem of foreclosed properties with unknown ownership has improved and infill projects have reduced hazardous conditions within the city limits.

### Breakdown of cleanup:

|  |     |
|--|-----|
| Properties identified for abatement    | 223 |
| Properties cleaned by City Contractors | 9   |

Property owners who had their properties abated by the City have until 4:00 p.m. on August 22, 2016, to appeal the costs of abatement to the City Manager. Subsequent to an administrative hearing conducted by the City Manager or his designee, the charges could be approved, modified or disallowed, all based on the evidence presented.



## **FISCAL IMPACT**

The cost of abatement plus a \$300.00 administrative fee has been billed directly to the property owner. If the cost is not paid to the City by August 22, 2016, the cost is recovered through billing on the owner's property tax statement through the County of Fresno.

## **REASON FOR RECOMMENDATION**

Before the weed abatement charges can be submitted to the County Auditor Controller for collection, the charges must be confirmed by the City Council in resolution form.

## **ACTIONS FOLLOWING APPROVAL**

1. The City Clerk will forward a list of all assessments not paid by August 22, 2016, to the County Auditor Controller for collection by tax lien.
2. Check will be issued to, Newton's Custom Tractor Work for services rendered as the City's weed and rubbish abatement contractors.
3. A signed authorization from the Fire Chief will be submitted to the Fresno County Auditor-Controller authorizing the name(s) and title(s) of those persons who can add, delete or change any special assessments (Exhibit B).

Prepared by: Chad Fitzgerald, Life Safety Enforcement Manager

Submitted by: \_\_\_\_\_  
John Binaski, Fire Chief

## **RESOLUTION NO. 16-**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS CONFIRMING THE COST OF WEED AND RUBBISH ABATEMENT AND PROVIDING FOR COLLECTION**

WHEREAS, the Council by ordinance, adopted Article 102 of Chapter 27 of Title 5 of the Clovis Municipal Code, declaring as a public nuisance, weeds and rubbish upon public or private property in the City; and

WHEREAS, the Fire Chief has caused the removal of weeds and rubbish and abated nuisance declared by said Article 102 of Chapter 27 of Title 5 of said Municipal Code; and

WHEREAS, the Fire Chief has kept an itemized account of the work done in the removal of such weeds and rubbish and has prepared a report thereon and submitted the same to this Council for confirmation; and

WHEREAS, this Council has set August 1, 2016 at the hour of 6:00 o'clock p.m., at the Council Chambers, Clovis, California, as the time and place when this Council would receive and consider the said report and make and confirm assessments against each parcel of land subject to assessment to pay the cost of such abatement.

NOW, THEREFORE, BE IT RESOLVED:

a) The itemized report of the cost of removal of weeds and rubbish submitted to this Council by the Fire Chief pursuant to Article 102 of Chapter 27 of Title 5 of the Clovis Municipal Code is confirmed and approved.

b) The cost of abatement for each parcel of real property subject to assessment to pay the cost of removal of weeds and rubbish is shown under "Weed Abatement Assessments" on Exhibit A attached hereto.

c) The cost of such abatement for each such parcel of real property as shown under "Weed Abatement Assessments" therefore on said Exhibit A constitutes a special assessment against that parcel and is a lien on the parcel.

d) The City Clerk is directed to transmit a certified copy of this resolution to the Fresno County Recorder and the Fresno County Auditor-Controller. The said County Auditor-Controller is requested to enter the assessment on the county tax roll and to collect the total amount of the assessment at the time and in the manner as other ordinary municipal taxes.

e) The Finance Department is authorized to accept payment of the assessment until 4:00 p.m., August 21, 2016.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the 1st day of August, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: August 1, 2016

---

Mayor

---

City Clerk



# CITY OF CLOVIS 2016 WEED ABATEMENT ASSESSMENTS

|   | APN        | Amount          | Tax Code | Owner  | Owner Address  |
|---|------------|-----------------|----------|--|----------------|
| 1 | 563-032-06 | <b>\$532.50</b> | 6905     | Rowell Roger W Trustee/ Rowell David E Trustee | 7158 N Maine   |
| 2 | 564-050-10 | <b>\$430.00</b> | 6905     | Walmsly William J & Sandra L Trustees          | 1187 N Willow  |
| 3 | 497-112-12 | <b>\$430.00</b> | 6905     | Osborn Oliver W                                | PO Box 1146    |
| 4 | 497-092-16 | <b>\$430.00</b> | 6905     | Richard Aaron, Dowling, Aaron, Keller          | 8080 N Palm    |
| 5 | 558-020-14 | <b>\$532.50</b> | 6905     | Rushing Marianna C / Hancock Thomas J & Joya   | 8133 N Orchard |
| 6 | 491-181-03 | <b>\$720.00</b> | 6905     | Flores Teresa                                  | 109 Magellan   |
| 7 | 499-123-18 | <b>\$580.00</b> | 6905     | Delp Cynthia M                                 | 2750 Donner    |
| 8 | 550-112-39 | <b>\$720.00</b> | 6905     | Arguello Enrique                               | 2544 Sierra    |
| 9 | 563-032-07 | <b>\$755.00</b> | 6905     | Dam Phuoc Ann Nguyen Hoa Xuan Pham Etal        | 965 Blue Heron |

## Weed Abatement Charges 2016

| APN        | Location                | Contractor Cost   | Admin. Cost       | Total cost Payable to City of Clovis | Owner  |
|------------|-------------------------|-------------------|-------------------|--------------------------------------|--|
| 563-032-06 | 1863 Alluvial Ave       | \$232.50          | \$300.00          | <b>\$532.50</b>                      | Rowell Roger W Trustee/ Rowell David E Trustee |
| 564-050-10 | 2381 Tollhouse Rd       | \$130.00          | \$300.00          | <b>\$430.00</b>                      | Walmsley William & Sandra Trustees             |
| 497-112-12 | S/O 925 Woodworth Ave   | \$130.00          | \$300.00          | <b>\$430.00</b>                      | Osborne Oliver W                               |
| 497-092-16 | 850 Pollasky            | \$130.00          | \$300.00          | <b>\$430.00</b>                      | Richard Aaron                                  |
| 430-612-30 | 1603 N Locan Ave        | \$232.50          | \$300.00          | <b>\$532.50</b>                      | Rushing Marianna C / Hancock Thomas J & Joya   |
| 491-181-03 | 1616 Fourth St          | \$420.00          | \$300.00          | <b>\$720.00</b>                      | Flores Teresa                                  |
| 499-123-18 | 2750 Donner             | \$280.00          | \$300.00          | <b>\$580.00</b>                      | Delp Cynthia                                   |
| 550-112-39 | 2544 Sierra Ave         | \$420.00          | \$300.00          | <b>\$720.00</b>                      | Arguello Enrique                               |
| 563-032-07 | 1933 Alluvial           | \$455.00          | \$300.00          | <b>\$755.00</b>                      | Dam Phuoc Ann Nguyen Hoa Xuan Pham Etal        |
|            | <b>Grand Total Cost</b> | <b>\$2,430.00</b> | <b>\$2,700.00</b> | <b>\$5,130.00</b>                    |  |



# CITY OF CLOVIS

## Fire Administration



1233 Fifth Street, Clovis, CA 93612 · (559) 324-2200

August 1, 2016

Fresno County Auditor-Controller  
Treasurer-Tax Collector  
Attn: Vicki Crow  
2281 Tulare Street, Suite 105  
Fresno, California 93721

Dear Auditor-Controller:

Please accept all instructions for adding, changing and deleting Special Assessments on behalf of the City of Clovis Fire Department from the following individuals:

1. Robert Woolley, City Manager
2. John Binaski, Fire Chief
3. Jamie Hughson, Finance Director
4. Andrew Isolano, Fire Prevention Officer

This shall remain in effect through June 30, 2017 unless notified differently. If you should have any questions, please contact Chad Fitzgerald, Life Safety/Enforcement Manager at 559-324-2218

Sincerely,

John Binaski, Fire Chief

JB:cg





AGENDA ITEM NO: CC-H-1

City Manager: MA

## - CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
FROM: Public Utilities Department  
DATE: August 1, 2016  
SUBJECT: Receive and File - Public Utilities Monthly Report May 2016

### **Taking it to the Streets**

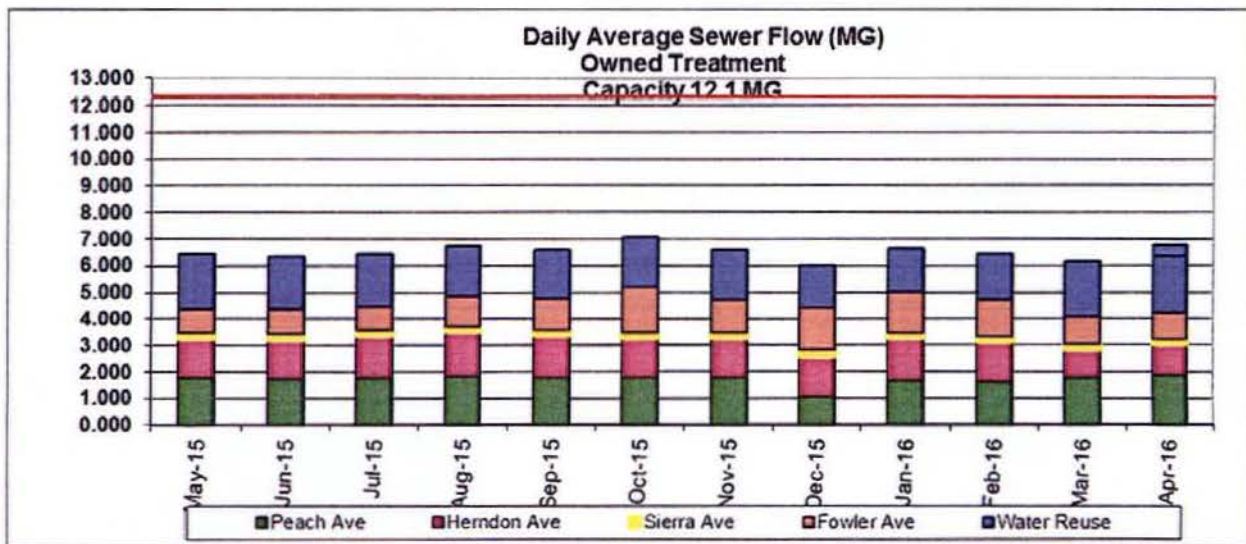


The City Parks Division participated in Clovis' first annual *Taking it to the Streets* event in Old Town Clovis. The division created an outdoor, park-like sitting area with a Little Free Library, and a map of the Clovis trails. The Parks Division also included their banner which reads, "Get Out...Get Healthy," to encourage our citizens to take advantage of Clovis' many miles of community trails and open space parks.

"Physical fitness is not only one of the most important keys to a healthy body; it is the basis of dynamic and creative intellectual activity." John F. Kennedy

## WASTEWATER DISPOSAL SECTION

| <u>Sewer Flow</u> | Total Flow MG<br>In May |        | Average<br>Daily Flow MG/d |              | Owned Treatment<br>Capacity MGD |
|-------------------|-------------------------|--------|----------------------------|--------------|---------------------------------|
|                   | 2016                    | 2015   | 2016                       | 2015         |                                 |
| Peach Avenue      | 55.637                  | 55.500 | 1.855                      | 1.790        | 3.0                             |
| Herndon Avenue    | 35.618                  | 45.420 | 1.187                      | 1.465        | 2.8                             |
| Sierra Avenue     | 5.979                   | 5.991  | 0.199                      | 0.193        | 0.5                             |
| Fowler Avenue     | 29.060                  | 29.440 | 0.969                      | 0.950        | 3.0                             |
| Water Reuse       | 67.027                  | 62.967 | 2.162                      | 2.031        | 2.8                             |
| <b>TOTAL</b>      |                         |        | <b>6.372</b>               | <b>6.429</b> | <b>12.1</b>                     |



### Storm Drain Maintenance

| Summary of Activities              | May<br>2016 | May<br>2015 | May<br>2014 |
|------------------------------------|-------------|-------------|-------------|
| Number of storms this month        | 3           | 3           | 4           |
| Total rainfall this month (inches) | 0.29        | 0.57        | 0.04        |
| Rainfall to date (inches)          | 14.78       | 6.60        | 4.81        |



## **WATER SECTION**

### **Proposed Chevron Gas Station Project**



On Tuesday, May 16, 2016, the Water Valves section was given a special project for a new Chevron Gas Station development located at 800 Gettysburg Avenue just east of Clovis Avenue in a vacant lot north of 84 Lumber. The Valves department was given a set of plans to determine if all City services were identified and accurate. After investigating the property we found a couple of water lines that were not drawn on the building plans. The first line was a 2-inch landscape service that runs south about 145 feet from a meter box at Gettysburg Avenue to a 2-inch backflow located on the northwest corner of the Lumber 84 parking lot. The second water line found was a 4-inch water main stub out that enters the vacant lot from Gettysburg Avenue running south. Though these lines are small in diameter, if these water lines are hit they can cause thousands of gallons of water loss. During this time of drought, it is extremely important that we protect our most precious resource. These water services have now been marked and plans are being updated.





Two 12-inch water main valves that have been marked by the Valves crew. The 12-inch water main runs east and west approximately 2-feet from Gettysburg Avenue in vacant lot and then has a 45-degree angle about halfway through empty lot into the street.





12-inch water main that has a 1inch water service heading north to Hampton Inn and Suites.



In the picture above is a 2-inch landscape meter box at Gettysburg Avenue. The 2-inch private water service heads south 145 feet to a 2-inch landscape backflow shown in the picture below. Sewer Mains are also marked by valves crew with the green markings around the manhole.



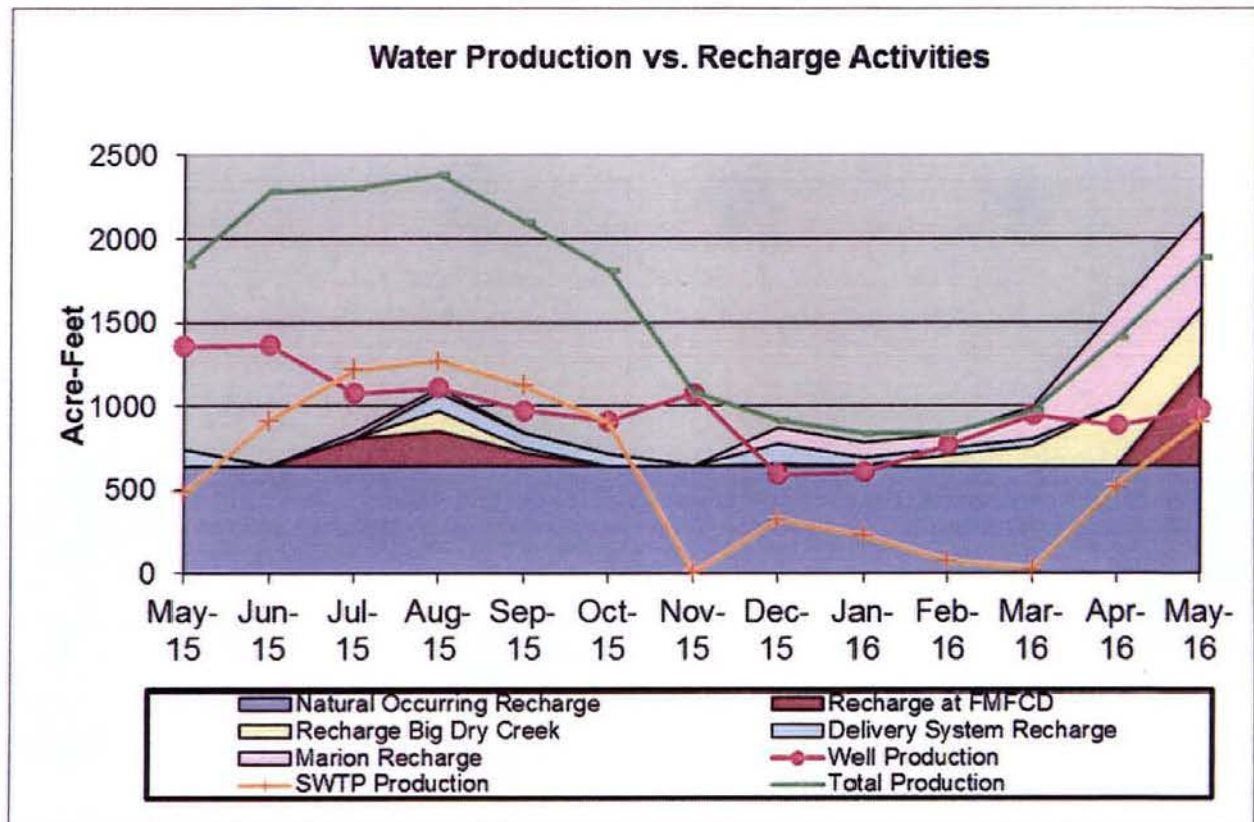




Valves Senior Maintenance Worker Tom Fonville opens G-5 valve box lid to determine size of water main valve.

### **Water Production Unit**

|   | <b>This Month</b> | <b>Calendar<br/>Year to date</b> |
|---|-------------------|----------------------------------|
| Recharge at FMFCD Basins (AF)           | 602               | 602                              |
| Recharge Upstream in Big Dry Creek (AF) | 345               | 893                              |
| Marion Recharge per FID (AF)            | 559               | 1,502                            |
| Delivery System Recharge                | 0                 | 128                              |
| Total Artificial Recharge (AF)          | 1,506             | 3,125                            |
| Natural Recharge                        | 642               | 3,208                            |
| Total Well Production (AF)              | 977               | 4,179                            |
| Treatment Plant Production (AF)         | 905               | 1,747                            |



| Summary of Activities       | 2016    | Year to Date | 2015    | Year to Date | 2014    | Year to Date |
|-----------------------------|---------|--------------|---------|--------------|---------|--------------|
| SWTP production (mg)        | 295.013 | 569.261      | 157.318 | 685.200      | 242.226 | 831.240      |
| Well production (mg)        | 318.252 | 1361.487     | 442.059 | 1660.415     | 647.102 | 1914.652     |
| Total water production (mg) | 613.265 | 1930.748     | 599.377 | 2345.615     | 889.328 | 2745.892     |
| Daily average               | 19.783  | 12.702       | 19.335  | 15.432       | 27.791  | 17.947       |
| Days between readings       | 31      | 152          | 31      | 152          | 32      | 153          |





Glenn Eastes and Rey Empleo hosted an exhibit booth at the 2016 Water Technology Conference on May 12, 2016. The conference was attended by people interested in how science and technology can be used to optimize a decreasing water supply in the San Joaquin Valley.





AGENDA ITEM NO: 1-A

City Manager: [Signature]

## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: Administration

DATE: August 1, 2016

SUBJECT: Consider Introduction – Ord. 16-\_\_\_\_, Amending Clovis Municipal Code Section 2.1.32 establishing salaries of City Councilmembers and increasing the present salary to become effective after the March 2017 municipal election

ATTACHMENTS: Ordinance amending City Council salary

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

For the City Council to approve the introduction of an ordinance amending the Clovis Municipal Code Section 2.1.32 establishing salaries of City Councilmembers

### **EXECUTIVE SUMMARY**

City Council salaries were last adjusted in 2014 and should be reviewed periodically to provide reasonable compensation for City Council duties as provided by law. Staff is recommending the City Council approve an increase in present salary from \$1,289 to \$1,418 per month as allowed by state law.

### **DISCUSSION**

Pursuant to state law governing general law cities, the City Council may increase the present salary on an annual basis that would only become effective after the general municipal election and when the new term of office begins. The next general municipal election is scheduled for March 7, 2017.

The last time City Council salaries were reviewed in 2014, action was taken to amend the ordinance and increase became effective after the election in 2015 as provided by law. The City Council salaries are presently set at \$1,289 per month.

The Clovis Municipal Code authorizes that City Council salaries be set in accordance with state law, and any salary increase adopted would only become effective at the beginning of the next new term of office. The California Government Code Section 36516 provides that the City Council may set the salary at \$600 per month for cities with a population between 75,000 and 150,000 or the City Council may increase the salary by 5% for each calendar year from the operative date of the last adjustment. In this case, the operative date of the last adjustment was March 2015. The maximum that could be increased would be 10% (2 years x 5%).

#### **FISCAL IMPACT**

If approved, this adjustment would increase the City Council salary expense by approximately \$19,000 on an annualized basis.

#### **REASON FOR RECOMMENDATION**

City Council salaries were last adjusted in 2015 and should be reviewed periodically to provide reasonable compensation for City Council duties as provided by law.

#### **ACTIONS FOLLOWING APPROVAL**

As directed, the ordinance amendments will be introduced and subsequently presented for adoption.

Submitted by:

  
John Holt, Assistant City Manager

ORDINANCE 16-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
AMENDING SECTION 2.1.32 OF CHAPTER 2.1 OF TITLE 2 OF THE CLOVIS  
MUNICIPAL CODE RELATING TO SALARIES OF COUNCILMEMBERS**

The City Council of the City of Clovis does ordain as follows:

Section 1 Section 2.1.32 of Chapter 2.1 of Title 2 of the Clovis Municipal Code is hereby amended to read as follows:

“Salaries of Councilmembers.

Each member of the Council, until the date on which one or more members of the Council begins a new term of office, shall continue to receive the current salary of One Thousand Two Hundred Eighty Nine and no/100ths Dollars (\$1,289.00) per month.

From and after the date on which one or more members of the Council begins a new term of office, each member of the Council shall receive as salary, the sum of One Thousand Four Hundred and Eighteen and no/100ths Dollars (\$1,418.00) per month.”

Section 2 This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

APPROVED: August 1, 2016

\_\_\_\_\_  
Mayor

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

\* \* \* \* \*

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on August 1, 2016, and was adopted at a regular meeting of said Council held on September \_\_, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: September \_\_, 2016

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



AGENDA ITEM NO: 1-B

City Manager: *pm*

## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: Administration

DATE: August 1, 2016

SUBJECT: Consider Introduction – Ord. 16-\_\_\_\_, amending Section 2.2.217 of Chapter 2.2 of Title 2 of the Clovis Municipal Code relating to prohibited political activities of employees in the competitive service of the City of Clovis

ATTACHMENTS: Draft Ordinance

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

For the City Council to approve the introduction of an ordinance amending Section 2.2.217 of Chapter 2.2 of Title 2 of the Clovis Municipal Code relating to prohibited political activities of employees in the competitive service of the City of Clovis.

### **EXECUTIVE SUMMARY**

Staff is recommending changes to the municipal code that outlines when an employee or appointed board members are required to take a leave of office or resign when they choose to run for city council. As currently written, an employee or appointed board members is required to take a leave of absence or resign when they become a candidate for city council. A registered voter of the City of Clovis becomes a candidate when they submit the appropriate nomination paperwork prior to the election. This would normally be in mid-December prior to a March election. As written today, there is the potential to have an employee, personnel or planning commissioner campaigning and collecting campaign donations while serving in their capacity for the city. This situation could lead to a potential conflict of interest. Staff is recommending amending



the ordinance to require the leave of absence or resignation of the individual on or before submitting a Candidate Intention Statement (Form 501) with the Fair Political Practices Commission, or the filing of nomination papers, whichever is earlier.

#### DISCUSSION

As currently written:

#### **2.2.217 Political activities prohibited.**

- (a) Employees in the competitive service. No person holding an office or employment in the competitive service shall:
- (1) Become a candidate for any elective municipal office of the City unless, on or before the time of filing of nomination papers, such person shall take a leave of absence from his position in the competitive service and remain on leave of absence until after the election at which such person is a candidate. Any person so nominated shall be automatically placed on leave of absence on the date such nomination papers are filed; provided, however, if, at the time nominations for such office are closed as provided by law, such person is the only candidate for the elective position to which he is nominated, then the provisions of this section shall not apply, and such employee shall be allowed to return to active employment status. Any person required to take leave of absence pursuant to the provisions of this section shall be entitled to such leave of absence without pay, as a matter of right, and, further, such person may utilize any vacation with pay to which he might be entitled during any such period of absence; or
  - (2) While on duty during his regular working hours or while in any uniform denoting his status as an employee of the City:
    - (i) Take an active part in any political campaign; or
    - (ii) Seek signatures to any petition provided by law.
- (b) Appointed officers, employees, and board members. No person, other than a Council member, holding an office or employment in the City under appointment by the Council, and no member of any board or commission who has been appointed to such board or commission by the Council shall seek election to the office of the Council without first resigning his appointive position. Any person so appointed who files nomination papers for election to the Council without first resigning his appointive position shall be automatically terminated in such appointive position on the filing of any such nomination papers.

As currently written, an employee or appointed board members is required to take a leave of absence or resign when they become a candidate for city council. A registered voter of the City of Clovis becomes a candidate when they submit the appropriate nomination paperwork prior to the election. This would normally be in mid-December prior to a March election. As written today, there is the potential to have an employee,



personnel or planning commissioner campaigning and collecting campaign donations while serving in their capacity for the city. This situation could lead to a potential conflict of interest.

Staff is recommending changes as follows:

2.2.217 Political activities prohibited.

- (a) Employees in the competitive service. No person holding an office or employment in the competitive service may:
  - (1) Become a candidate for any elective municipal office of the City unless, on or before submitting a Candidate Intention Statement (Form 501) with the Fair Political Practices Commission, or the filing of nomination papers, whichever is earlier, such person takes a leave of absence from their position in the competitive service and remains on leave of absence until after the election at which such person is a candidate. Any such person shall be automatically placed on leave of absence on the date they submit a Candidate Intention Statement (Form 501) with the Fair Political Practices Commission, or file nomination papers, whichever is earlier. Any person required to take leave of absence pursuant to this section shall be entitled to such leave of absence without pay, as a matter of right, and, further, such person may utilize any vacation with pay to which they might be entitled during any such period of absence; or
  - (2) While on duty during their regular working hours or while in any uniform denoting their status as an employee of the City:
    - (i) Take an active part in any political campaign; or
    - (ii) Seek signatures to any petition provided by law.
- (b) Appointed officers, employees, and board members. No person, other than a Council member, holding an office or employment in the City under appointment by the Council, and no member of any board or commission who has been appointed to such board or commission by the Council may seek election to the Council without first resigning his appointive position. Any person so appointed who submits a Candidate Intention Statement (Form 501) with the Fair Political Practices Commission, or files nomination papers without first resigning their appointive position shall be automatically terminated in such appointive position on the date the Candidate Intention Statement (Form 501) is submitted to the Fair Political Practices Commission, or the date nomination papers are filed, whichever is earlier.

These minor changes will help prevent an employee or appointed board member from campaigning and collecting campaign donations for a city council seat while serving the city which could lead to a potential conflict of interest.

**FISCAL IMPACT**

None

**REASON FOR RECOMMENDATION**

If approved, these changes will help prevent an employee or appointed board members to campaign and collect campaign donations while serving the city which could lead to a potential conflict of interest.

**ACTIONS FOLLOWING APPROVAL**

As directed, the ordinance amendments will be introduced and subsequently presented for adoption.

Submitted by:



John Holt, Assistant City Manager



ORDINANCE 16-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING  
SECTION 2.2.217 OF CHAPTER 2.2 OF TITLE 2 OF THE CLOVIS MUNICIPAL  
CODE RELATING TO PROHIBITED POLITICAL ACTIVITIES OF EMPLOYEES IN  
THE COMPETITIVE SERVICE OF THE CITY OF CLOVIS**

The City Council of the City of Clovis does ordain as follows:

Section 1 Section 2.2.217 of Chapter 2.2 of Title 2 of the Clovis Municipal Code is hereby amended to read as follows:

“2.2.217 Political activities prohibited.

- (a) Employees in the competitive service. No person holding an office or employment in the competitive service may:
  - (1) Become a candidate for any elective municipal office of the City unless, on or before submitting a Candidate Intention Statement (Form 501) with the Fair Political Practices Commission, or the filing of nomination papers, whichever is earlier, such person takes a leave of absence from their position in the competitive service and remains on leave of absence until after the election at which such person is a candidate. Any such person shall be automatically placed on leave of absence on the date they submit a Candidate Intention Statement (Form 501) with the Fair Political Practices Commission, or file nomination papers, whichever is earlier. Any person required to take leave of absence pursuant to this section shall be entitled to such leave of absence without pay, as a matter of right, and, further, such person may utilize any vacation with pay to which they might be entitled during any such period of absence; or
  - (2) While on duty during their regular working hours or while in any uniform denoting their status as an employee of the City:
    - (i) Take an active part in any political campaign; or
    - (ii) Seek signatures to any petition provided by law.
- (b) Appointed officers, employees, and board members. No person, other than a Council member, holding an office or employment in the City under appointment by the Council, and no member of any board or commission who has been appointed to such board or commission by the Council may seek election to the Council without first resigning his appointive position. Any person so appointed who submits a Candidate Intention Statement (Form 501) with the Fair Political Practices Commission, or files nomination papers without first resigning their appointive position shall be automatically terminated in such appointive position on the date the Candidate Intention Statement (Form 501) is submitted to the Fair Political Practices Commission, or the date nomination papers are filed, whichever is earlier.”

Section 2 This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

APPROVED: August 1, 2016

\_\_\_\_\_  
Mayor

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

\* \* \* \* \*

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on August 1, 2016, and was adopted at a regular meeting of said Council held on September \_\_, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: September \_\_, 2016

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





AGENDA ITEM NO: 1-C

City Manager: [Signature]

## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council  
FROM: Public Utilities Department  
DATE: August 1, 2016

SUBJECT: Consider Approval – 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 Energy Storage System and Photovoltaic Solar Systems at Various City Facilities; and, Approve Resolution 16-\_\_\_\_, Amending the Water and Sewer Capital 2016-17 Budgets and Authorizing the Fund Transfer from the Water and Sewer Operations Accounts.

ATTACHMENTS: (A) Resolution 16-\_\_\_\_

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

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 install a 250kW energy storage system with individual photovoltaic solar systems rated a total aggregate of 584kW (DC) at the Surface Water Treatment Plant (SWTP) and the Clovis Sewage Treatment/Water Reuse Facility (ST/WRF) for a "turn-key" not to exceed price of \$3,755,420.

### **EXECUTIVE SUMMARY**

On December 7, 2015, the City Council approved Compass Energy Solutions (CES) to be retained as an Energy Services Company (ESCO) for the purposes of conducting a feasibility study of utilizing photovoltaic solar technology at the SWTP, ST/WRF and the Clovis Landfill, with the latter facility currently involved in and nearing completion of its feasibility study.



The study of the SWTP and the ST/WRF was in-depth and looked at a number of strategies based upon their findings. CES's findings concluded both facilities in aggregate consumed \$1,364,763 or 9,898,949 kWh in electricity during 2015.

CES invited a number of solar and energy storage contractors to participate in the design process and provide what they felt was their best design for each facility based upon optimal efficiency, space parameters and best value. CES's analysis concluded that solar photovoltaic combined with energy storage technology would provide a cost effective strategy to reduce peak kWh consumption and peak demand charges (the additional energy cost incurred during 12 pm and 6 pm) at the SWTP. A solar photovoltaic ground mount system is proposed for the ST/WRF.

Available space for solar panel placement is limited at each of the facilities. CES determined the best method to capitalize on the available space was to utilize a high-output/high-efficiency rated panel to maximize the systems' overall output. In aggregate for both facilities, CES designed a 584kW (DC) solar photovoltaic system in tandem with a 250kW energy storage system that will reduce operating costs by \$10 mil over the 25-year lifespan of the systems. Given the space parameters, this strategy will provide the City an affordable system that will produce the best long-term value, based upon cost and system output.

The total project cost for the turnkey implementation of the photovoltaic solar systems is \$3,755,420. Utilizing a PG&E rate escalator of 5% annually on the energy usage rate and 9% annually on the demand charges, the project would be paid for in 12 years at the Surface Water Treatment Plant and in 16 years at the Water Reuse Facility. The net projected cost savings is \$3,256,573 at the SWTP and \$2,008,917, at the Water Reuse Facility over the warrantied 25-year life of the equipment.

## **BACKGROUND**

### *Project*

On December 7, 2015, the City Council approved Compass Energy Solutions (CES) to be retained as an Energy Services Company (ESCO) for the purposes of conducting a feasibility study of utilizing photovoltaic solar technology at the SWTP, ST/WRF and the Clovis Landfill, with the latter currently involved in and nearing completion of its feasibility study.

The study of the SWTP and the ST/WRF was in-depth and looked at a number of strategies based upon their findings. CES's findings concluded both facilities in aggregate consumed \$1,364,763 or 9,898,949 kWh in electricity during 2015.

CES invited a number of solar and energy storage contractors to participate in the design process and provide what they felt was their best design for each facility based upon optimal efficiency, space parameters and best value. CES's analysis concluded



that solar photovoltaic combined with energy storage technology would provide a cost effective strategy to reduce peak kWh consumption and peak demand charges (the additional energy cost incurred during 12pm and 6pm) at SWTP. An energy storage component at ST/WRF did not prove viable but a proposed solar photovoltaic ground mount system would provide a significant benefit to the facility.

Available space for solar panel placement is limited at each of the facilities. CES determined the best method to capitalize on the available space was to utilize a high-output/high-efficiency rated panel to maximize the systems' overall output. In aggregate for both facilities, CES designed a 584kW (DC) solar photovoltaic system in tandem with a 250kW energy storage system that will reduce operating costs by \$10 mil over the 25-year lifespan of the systems. Given the space parameters, this strategy will provide the city an affordable system that will provide the best long-term value based upon cost and system output.

The following chart reflects the benefits of the proposed energy measures for each facility, noting their respective current and projected usage resulting in each facility's first year's annual savings in energy.

| CONSUMPTION/SAVINGS SUMMARY |                    |                                    |                              |                                     |
|-----------------------------|--------------------|------------------------------------|------------------------------|-------------------------------------|
| Facility                    | Current Annual kWh | Current Annual Cost of Electricity | Estimated kWh Annual Savings | Estimated First year Annual Savings |
| SWTP                        | 3,836,549          | \$564,529                          | 241,895                      | \$79,082                            |
| ST/WRF                      | 6,062,400          | \$800,224                          | 691,054                      | \$101,110                           |
| <b>Total</b>                | <b>9,898,949</b>   | <b>\$1,364,763</b>                 | <b>932,949</b>               | <b>\$180,192</b>                    |

Upon Council approval, it is the City's intention to post a Request for Qualifications on the City's e-procurement website, notifying all local vendors who have registered with the City for this discipline. All responses will be directed to CES to be properly qualified in regards to commercial/government experience, bonding and insurance capability, references, etc. If qualified, the prospective vendor would be invited to provide a proposal based upon CES's design criteria. CES will evaluate all proposals, ultimately obtaining systems that will provide the City with best value.

#### *Proposed Equipment*

One of the panels being considered is a Sunpower 435w panel, rated at 20.7% panel efficiency with a .25% degradation rate. This panel is an optimal fit for the conditions in that it will allow the City to maximize output, given the available space parameters. The Sunpower 435w has a 25-year warranty with a projected life span of 40 years, adding a possible intangible windfall of 15 additional years of production once the warranty expires. The .25% degradation rate is important being that it represents the annual percentage of "power generation capability" the panel will lose each year. Theoretically, the Sunpower 435w would only degrade 6.25% after 25 years, meaning



under optimal conditions, the panel would still perform at 93.75% of its capability in the year 2042. Sunpower provides a manufacturer's power warranty of 95% at 5 years and 87% at 25 years, taking into consideration adverse conditions such as unfavorable weather patterns, power outages and improper maintenance. CES also looked at another panel, considered high-efficiency, but with a slightly lower wattage output, lower panel efficiency and a higher degradation rate that could be considered as a viable option. Following is a summary of the proposed equipment:

| <b>PROPOSED EQUIPMENT SUMMARY</b>  |                            |
|------------------------------------|----------------------------|
| <b>Sunpower 435w Panel</b>         |                            |
| Projected Panel Life               | 40 years                   |
| Panel Efficiency                   | 20.7%                      |
| Degradation Rate                   | .25%                       |
| Solar Panel Warranty               | 25 years                   |
| Manufacturer Power Warranty        | 95%/5 years & 87%/25 years |
| Inverter Warranty                  | 20 Years                   |
| <b>Tesla Energy Storage System</b> |                            |
| 250 kW Battery Warranty            | (2) 10-year successive     |

#### *Carbon Footprint*

The generation of electricity as a renewable energy through the solar panels will have a positive environmental impact. The lifetime environmental impact of this solar installation is projected to provide a carbon footprint reduction equivalent to powering 2,182 homes, removing 3,339 cars from our roads and removing 15,860 metric tons of carbon dioxide (CO2) from our atmosphere.

#### *Project Cost*

The total project cost for the turnkey implementation of the photovoltaic solar systems is \$3,755,420. Utilizing a PG&E rate escalator of 5% for the energy usage component and 9% annually on the demand charges, the project would be paid for in 11 years at the Surface Water Treatment Plant and in 15 years at the Water Reuse Facility. The net projected cost savings is \$3,734,428 at the SWTP and \$2,423,389 at the Water Reuse Facility over the warrantied 25-year life of the equipment. If the panel warrantied decrease in power savings is included in the calculation of the time to recoup the investment, the time is increased by a year at each facility and the total overall savings over the 25 years is reduced by \$477,855 at the SWTP and \$414,472 at the WRF. Following is a cost summary listing the individual cost for each facility:

| <b>PROJECT SUMMARY</b> |             |
|------------------------|-------------|
| Project Cost- SWTP     | \$1,403,120 |
| Project Cost- ST/WRF   | \$2,352,300 |
| Total Project Cost     | \$3,755,420 |



*Project Funding*

The project is proposed to be paid for with cash from the Water and Sewer Enterprise fund balances. Since this project was not budgeted a resolution amending the budget is required. The proposed resolution is attached as "Exhibit A".

| <b>SWTP 25 YEAR PROJECT COST CHART</b>           |   |  |  |  |                     |                                   |
|--|---|--|--|--|---------------------|-----------------------------------|
| Factors: 5%/9% PG&E rate escalator, Cash Payment |   |  |  |  |                     |                                   |
| Year   | (A)<br>Estimated<br>Annual<br>Energy<br>Savings | (B)<br>Estimated<br>Annual<br>Maintenance<br>Costs | (C) Energy<br>Saving<br>Reduction<br>due to<br>degradation | (D)<br>Estimated<br>Annual<br>Savings (A) -<br>(B) + (C) | (E) Cash<br>Payment | (F)<br>Cumulative<br>Project Cost |
| 1  | 79,082  | 1,000  | 0  | 78,082   | 1,403,120           | 1,325,038                         |
| 2  | 84,646  | 1,000  | (846)  | 82,800   | 0                   | 1,242,238                         |
| 3  | 90,633  | 1,000  | (1,813)  | 87,820   | 0                   | 1,154,418                         |
| 4  | 97,078  | 1,000  | (2,912)  | 93,166   | 0                   | 1,061,252                         |
| 5  | 104,017   | 1,000  | (4,161)  | 98,856   | 0                   | 962,396                           |
| 6  | 111,490   | 1,000  | (5,575)  | 104,916  | 0                   | 857,481                           |
| 7  | 119,542   | 1,000  | (6,455)  | 112,087  | 0                   | 745,394                           |
| 8  | 128,219   | 1,000  | (7,437)  | 119,782  | 0                   | 625,612                           |
| 9  | 137,573   | 1,000  | (8,530)  | 128,043  | 0                   | 497,568                           |
| 10   | 147,660   | 1,000  | (9,746)  | 136,914  | 0                   | 360,654                           |
| 11   | 158,540   | 1,000  | (11,098)   | 146,442  | 0                   | 214,211                           |
| 12   | 170,278   | 1,000  | (12,601)   | 156,677  | 0                   | 57,534                            |
| 13   | 182,946   | 1,000  | (14,270)   | 167,676  | 0                   | -110,142                          |
| 14   | 196,622   | 1,000  | (16,123)   | 179,499  | 0                   | -289,641                          |
| 15   | 211,389   | 1,000  | (18,179)   | 192,210  | 0                   | -481,851                          |
| 16   | 227,339   | 101,000  | (20,461)   | 105,878  | 0                   | -587,729                          |
| 17   | 244,570   | 1,000  | (22,990)   | 220,580  | 0                   | -808,310                          |
| 18   | 263,191   | 1,000  | (25,793)   | 236,398  | 0                   | -1,044,708                        |
| 19   | 283,318   | 1,000  | (28,898)   | 253,420  | 0                   | -1,298,127                        |
| 20   | 305,078   | 1,000  | (32,338)   | 271,740  | 0                   | -1,569,867                        |
| 21   | 328,610   | 1,000  | (36,147)   | 291,463  | 0                   | -1,861,330                        |
| 22   | 354,064   | 1,000  | (40,363)   | 312,701  | 0                   | -2,174,031                        |
| 23   | 381,602   | 1,000  | (45,029)   | 335,573  | 0                   | -2,509,604                        |
| 24   | 411,403   | 1,000  | (50,191)   | 360,212  | 0                   | -2,869,816                        |
| 25   | 443,658   | 1,000  | (55,901)   | 386,757  | 0                   | -3,256,573                        |
| <b>Total</b>                                     | <b>5,262,548</b>                                | <b>125,000</b>                                     | <b>(477,855)</b>   | <b>4,659,693</b>   | <b>0</b>            | <b>-3,256,573</b>                 |

 Energy Storage Battery Replacement



**ST/WRF 25 YEAR PROJECT COST CHART**

Factors: 5%/9% PG&E rate escalator, Cash Payment

| Year         | (A)<br>Estimated<br>Annual<br>Energy<br>Savings | (B)<br>Estimated<br>Annual<br>Maintenance<br>Costs | (C) Energy<br>Saving<br>Reduction<br>due to<br>degradation | (D)<br>Estimated<br>Annual<br>Savings (A) -<br>(B) + (C) | (E) Cash<br>Payment | (F)<br>Cumulative<br>Project Cost |
|--------------|---|--|--|--|---------------------|-----------------------------------|
| 1            | 101,110   | 2,000  | 0  | 99,110   | 2,352,300           | 2,253,190                         |
| 2            | 106,166   | 2,000  | (1,062)  | 103,104  | 0                   | 2,150,086                         |
| 3            | 111,474   | 2,000  | (2,229)  | 107,245  | 0                   | 2,042,841                         |
| 4            | 117,047   | 2,000  | (3,511)  | 111,536  | 0                   | 1,931,306                         |
| 5            | 122,900   | 2,000  | (4,916)  | 115,984  | 0                   | 1,815,322                         |
| 6            | 129,045   | 2,000  | (6,452)  | 120,593  | 0                   | 1,694,729                         |
| 7            | 135,497   | 2,000  | (7,317)  | 126,180  | 0                   | 1,568,549                         |
| 8            | 142,272   | 2,000  | (8,252)  | 132,020  | 0                   | 1,436,528                         |
| 9            | 149,386   | 2,000  | (9,262)  | 138,124  | 0                   | 1,298,404                         |
| 10           | 156,855   | 2,000  | (10,352)   | 144,503  | 0                   | 1,153,902                         |
| 11           | 164,698   | 2,000  | (11,529)   | 151,169  | 0                   | 1,002,733                         |
| 12           | 172,932   | 2,000  | (12,797)   | 158,135  | 0                   | 844,598                           |
| 13           | 181,579   | 2,000  | (14,163)   | 165,416  | 0                   | 679,182                           |
| 14           | 190,658   | 2,000  | (15,634)   | 173,024  | 0                   | 506,158                           |
| 15           | 200,191   | 2,000  | (17,216)   | 180,975  | 0                   | 325,183                           |
| 16           | 210,200   | 2,000  | (18,918)   | 189,282  | 0                   | 135,901                           |
| 17           | 220,710   | 2,000  | (20,747)   | 197,963  | 0                   | -62,062                           |
| 18           | 231,746   | 2,000  | (22,711)   | 207,035  | 0                   | -269,097                          |
| 19           | 243,333   | 2,000  | (24,820)   | 216,513  | 0                   | -485,610                          |
| 20           | 255,500   | 2,000  | (27,083)   | 226,417  | 0                   | -712,027                          |
| 21           | 268,275   | 2,000  | (29,510)   | 236,765  | 0                   | -948,792                          |
| 22           | 281,689   | 2,000  | (32,113)   | 247,576  | 0                   | -1,196,368                        |
| 23           | 295,773   | 2,000  | (34,901)   | 258,872  | 0                   | -1,455,240                        |
| 24           | 310,562   | 2,000  | (37,889)   | 270,673  | 0                   | -1,725,913                        |
| 25           | 326,091   | 2,000  | (41,087)   | 283,004  | 0                   | -2,008,917                        |
| <b>Total</b> | <b>4,825,689</b>                                | <b>50,000</b>                                      | <b>(414,472)</b>   | <b>4,361,217</b>   | <b>0</b>            | <b>-2,008,917</b>                 |



Following is a project cost summary of the each individual facility:

| <b>CASH FLOW SUMMARY @ 25 YEARS</b> |  |  |  |                      |                                   |   |
|-------------------------------------|--|--|--|----------------------|-----------------------------------|---|
| <b>Facility</b>                     | <b>Estimated Annual Energy Savings</b> | <b>Estimated Annual Operational Costs @ 25 Years</b> | <b>Estimated Savings Over 25 Years</b> | <b>Cash Payment</b>  | <b>Year of Positive Cash Flow</b> | <b>Estimated Cost Savings Over 25 Years</b> |
| SWTP                                | \$4,784,693                            | \$125,000  | \$4,659,693                            | (\$1,403,120)        | Year 13                           | \$3,256,573                                 |
| ST/WRF                              | \$4,411,217                            | \$50,000   | \$4,361,217                            | (\$2,352,300)        | Year 17                           | \$2,008,917                                 |
| <b>Total</b>                        | <b>\$9,195,910</b>                     | <b>\$175,000</b>                                     | <b>\$9,020,910</b>                     | <b>(\$3,755,420)</b> | <b>Year 15</b>                    | <b>\$5,265,490</b>                          |

#### *ESCO Qualifications*

CES, an ESCO originally retained by the City through the competitive bid process, has implemented three successful energy projects over the past five years. Two of the projects are performing within 10% or over their original projections with the third project just completed in May, 2016. It should be noted that actual projections can be influenced by a number of variables including an increase in use, added usable floor areas, unfavorable weather conditions and non-predictable energy rate increases. Given these variables, both projects have performed very well. The first, a \$1.6mil city-wide energy efficiency project is currently producing approximately \$180K in annual savings, the second, a \$3.4 mil solar project is currently producing approximately \$145K in annual savings and the third, a \$1.97 mil solar/LED lighting project was just completed in May, 2016.

CES is well qualified and participated in the State of California's 2012 *Request for Qualifications* (RFQ) to establish a qualified ESCO pool for the implementation of State sponsored Energy Efficiency Projects. The RFQ was issued under the authority of Section 388 of the Public Utilities Code to establish a pool of qualified ESCOs that had the resources, financial capability, stability, expertise, and experience to provide services required for implementing State energy services projects. CES is currently listed as a prequalified ESCO for State of California/General Services to implement state energy projects

#### **FISCAL IMPACT**

The cost of the recommended energy generation project is \$3,755,420. The cost of the project is designed to be offset with savings in energy cost that would otherwise be paid to the utility if no energy improvements were initiated. This project will provide positive cash flow from year 15 forward and estimated to provide a ROI of \$5,265,490 over the 25-year warrantied life of the equipment.

Fund balances in the Water and Sewer Enterprise accounts are adequate to support these cash expenditures and should not result in any cash shortages. Use of these



fund balances allows the project to be funded without the cost and expense of acquiring financing and eliminates the interest expense. The cost to the funds under the current investment climate is the loss of interest which is currently only 0.69% annually.

#### **REASON FOR RECOMMENDATION**

The City has conducted a Public Hearing pursuant to Government Code Sections 4217.11 through 4217.17, and found that based on the information presented in this staff report, the best interests of the public agency are served by participation in this project, and that the anticipated cost to the City for the purchase and installation of these energy conservation measures will be less than the anticipated marginal cost to the City of the electrical energy that would have been consumed by the City without the purchase and installation of these energy conservation measures.


The aforementioned code section allows a public agency to enter into an energy services contract if it is in the best interest of the public agency, the intentions are publically noticed and the determination is made in a regularly scheduled public hearing, therefore, staff recommends the execution of an energy services contract with Compass Energy Solutions to install an energy storage system and photovoltaic solar systems at various City facilities.

The recommended solar projects are projected to provide the City with an annual first year energy savings of \$180,192 and the project's return on investment will provide \$5,265,490, over the 25-year life of the equipment.

#### **ACTIONS FOLLOWING APPROVAL**

The City Manager will enter into an energy services contract with Compass Energy Solutions and will issue a "Notice to Proceed" to Compass Energy Solutions. Upon issuance, staff will schedule Compass Energy Solutions to commence work.

Prepared by: Lisa Koehn, Assistant Public Utilities Director

Submitted by: Luke Serpa, Public Utilities Director 

**RESOLUTION NO. 16-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING AN AMENDMENT TO  
THE ANNUAL BUDGET FOR FISCAL YEAR 2016-2017**

WHEREAS, the City Council adopted the 2016-2017 Budget on June 13, 2016;  
and

WHEREAS, the City Council determined the need for solar projects at the Sewer Treatment-Water Reuse Facility and Water Treatment Plant that will provide significant savings in energy costs over the life of the panels; and

WHEREAS, sufficient funding exists in fund balances to pay for the projects; and

WHEREAS, the Enterprise funds will transfer the funds to the capital accounts to pay for the solar projects and receive the savings in energy costs at the Sewer Treatment-Water Reuse Facility and the Water Treatment Plant; and

WHEREAS, the expenditures and transfers were not included in the 2016-2017 Budget.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Clovis approves the budget amendment as shown in the "Summary of Expenditures by Department", "Summary of Expenditures by Fund", and "Summary of Transfers by Fund" attached as Exhibit A:

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 1, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

\_\_\_\_\_  
Mayor

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

**EXHIBIT A**

**SUMMARY OF EXPENDITURES BY DEPARTMENT**

Department

Community Investment Program \$ 3,755,400

**Total** **\$ 3,755,400**

**SUMMARY OF EXPENDITURES BY FUND**

Fund

Water Capital-Enterprise (508) \$ 1,403,100

Sewer Capital-Enterprise (504) 2,352,300

**Total** **\$ 3,755,400**

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**SUMMARY OF TRANSFERS OUT BY FUND**

Fund

Water Enterprise (507) \$ 1,403,100

Sewer Enterprise (502) 2,352,300

**Total** **\$ 3,755,400**

**SUMMARY OF TRANSFERS IN BY FUND**

Fund

Water Capital-Enterprise (508) \$ 1,403,100

Sewer Capital-Enterprise (504) 2,352,300

**Total** **\$ 3,755,400**





AGENDA ITEM NO: 2A7  
City Manager: AA

## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 1, 2016

SUBJECT: Consider Approval - A Policy Addressing Utility Service Connections to Existing Residential Homes during development as annexations occur

### **CONFLICT OF INTEREST**

No conflicts

### **RECOMMENDATION**

Staff recommends approval of the following proposed policy addressing City utility service connections to existing residential homes during development as annexations occur.

### **EXECUTIVE SUMMARY**

As new development and annexations to the City occur there is existing residential development within those areas. It has come to light that a consistent policy is needed addressing when utility service connections to existing residential homes are allowed. Staff is requesting the City Council approve the proposed policy as discussed in this report.

### **BACKGROUND**

With new development within the City's Sphere of Influence, water and sewer mains are extended and installed to service those new developments and to service existing intervening properties once annexed into the City. As a matter of practice in the past, developments installing new utility mains (water and sewer) were conditioned to extend utility service stubs to the property line for existing rural residential homes along the utility main installation. The upfront cost of the installation was born by the developer, but was eligible for reimbursement.

It was found that many of these utility service stubs were not used or could not be found once a property owner moved forward with connecting to those services. To avoid dead ends in the utility system, which in regards to the water system could lead to quality issues, and to avoid unneeded installation costs, new developments that are installing water and sewer mains are no longer conditioned to install utility service stubs at all existing uses. New developments are currently conditioned to work with the existing property owners and install utility service stubs for property owners willing to incur the installation costs.

Due to the change in the subdivision conditioning requirements for the utility stub installation, it has come to light that a consistent City policy regarding the extension of service connections to existing residential development needs to be established. This is to ensure there is a clear understanding between the developers, City staff, and property owners and also to maintain a consistent approach.

## **PROPOSAL AND ANALYSIS**

The Public Utilities and Planning and Development Services Departments have explored the issue with input from the Building Industry Association of Fresno and Madera Counties. Those discussions have resulted in the following proposed policy.

### When Service Extensions Would Be Allowed

- Utility service connections (sewer and water) shall only be allowed for properties within the City limits. Fire hydrants shall also only be installed within the City limits.
- Exceptions may be allowed for health and safety and for right of way severance issues. Utility service connections for properties outside the City limits may be allowed under certain circumstances with approval from the City and the Fresno County Local Agency Formation Commission (LAFCO) (Government Code 56133a). In some circumstances the City is obligated to connect a property owner to City services as a severance issue if the right of way acquisition and subsequent improvements significantly affect a well or septic tank.
- Utility service stubs shall not be installed independently without a service connection.
- The City Municipal Code (6.04 Sewer Disposal and 6.5 Water System) outlines the requirements for sewer and water connections.



### Water

- If a property owner desires to connect to water service a water service stub shall be extended from the main to the property line. A connection also shall be made from the property line to the residence. All physical costs of utility connection are the responsibility of the property owner.
- Sewer and water development and connection fees are required to be paid and customers must sign up for utility service with the Finance Department.
- Property owners with existing surface water entitlements are required to convey those rights to the City prior to water service connection.
- Existing wells shall be abandoned per City standards but may be retained for irrigation purposes if a backflow prevention device is installed and tested per City standards.

### Sewer

- The City Municipal Code requires the connection to City sewer if sewer is available within 100 feet of a property line.
- If a property owner desires to connect to sewer service a sewer service stub shall be extended from the main to the property line. A connection shall also be made from the property line to the residence. All physical costs of utility connection are the responsibility of the property owner.
- All City development and connection fees are required to be paid and customers must sign up for utility service with the Finance Department.
- Existing septic tank shall be abandoned per City standards.

### Tentative Subdivision Maps

#### Existing Development Utility Connection Condition

- Tentative subdivision maps shall include a condition requiring the developer to notify all property owners within the City limits (or within proposed annexation

boundaries) along streets where new water and sewer utilities will be constructed, to make them aware of their options in regards to connection to City services. This process shall be done in coordination with City staff. The physical connection fees and development fees shall be the responsibility of the property owners.

#### Implementation of Condition and Public Outreach Process

- As required by the condition above, outreach with the affected property owners is a requirement of the developer.
- Property owners shall be contacted no earlier than the approval of the tentative map by the Planning Commission. The City shall provide the Developer with a form letter explaining the opportunity for the utility service connections and financial responsibilities. The property owners shall be given 30 days from the day of contact to decide whether or not to connect to City services. Developer shall provide staff with evidence of property owner contact.
- Installation details for the utility service extensions shall be worked out during Engineering plan review and shall be shown on the developer's final utility plans.
- All utility connection fees shall be the responsibility of the property owner unless other agreements have been made.

#### **FISCAL IMPACT**

None

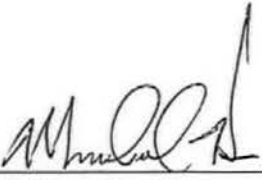
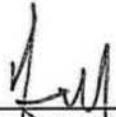
#### **REASONS FOR RECOMMENDATION**

A policy regarding utility service connections to existing residential homes is needed to ensure consistency and clarity for developers, the City, and property owners. Staff recommends the City Council adopt the policy as outlined in this report.

#### **ACTIONS FOLLOWING APPROVAL**

Staff will implement the policy as discussed.

Prepared by: Ryan Burnett, AICP, Management Analyst

Submitted by:  Recommended by:   
Michael Harrison  
Interim City Engineer  
Dwight Kroll, AICP  
Director of Planning and  
Development Services



AGENDA ITEM NO: 2-B  
City Manager: DA

## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: August 1, 2016

SUBJECT: Workshop – An Update on the Sustainable Groundwater Management Act  
in the Fresno Area / North Kings Groundwater Sub-Basin

ATTACHMENTS: (A) Draft North Kings Groundwater Sustainability Agency Joint  
Powers Agreement

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

It is recommended for the City Council to conduct a workshop to discuss and provide comments on the draft North Kings Groundwater Sustainability Agency Joint Powers Agreement.

### **EXECUTIVE SUMMARY**

The Sustainable Groundwater Management Act of 2014 (SGMA) requires public agencies that have water supply, water management, and/or land use responsibilities within a groundwater basin to manage and regulate the underlying groundwater in a sustainable manner. The City entered into a Memorandum of Understanding (MOU) between various agencies with these responsibilities in the Fresno Area / North Kings Groundwater Sub-Basin, to provide the framework for cooperative efforts to form a Groundwater Sustainability Agency and implement the measures necessary to comply with the SGMA. Since that time the agencies have been working together to develop an agreement for a joint powers authority which will allow the area to submit to the State that this Authority will be responsible for managing the groundwater within the covered area.



## **BACKGROUND**

On September 16, 2014, the Governor signed into law AB 1739, SB 1168, and SB 1319, which collectively are known as the Sustainable Groundwater Management Act of 2014. The SGMA requires local agencies with water supply, water management, and/or land use responsibilities to manage the underlying groundwater in a sustainable manner. More specifically, the SGMA requires that these local agencies form, by June 30, 2017, Groundwater Sustainability Agencies (GSAs) to manage and regulate the groundwater. The SGMA further requires the GSAs to adopt by January 31, 2020, Groundwater Sustainability Plans (GSPs) identifying the specific measures that will be taken to sustainably manage the underlying groundwater. And last, the SGMA requires that the GSAs achieve sustainability by January 31, 2040.

Since the boundaries of the State's various groundwater basins and sub-basins greatly differ from the jurisdictional boundaries of the overlying local agencies, local agencies have to work cooperatively to form GSAs through Joint Powers Authorities or other similar arrangements. The City of Clovis is located within the Kings Groundwater Sub-Basin as defined by the Department of Water Resources Bulletin 118, which is the guiding document in these matters. On May 18, 2015, Council approved an MOU for the implementation of the SGMA within the entire Kings Sub-Basin. Other participants in that MOU included the City of Fresno, Fresno County, Tulare County, Kings River Conservation District, Fresno Irrigation District, and Consolidated Irrigation District. The primary purpose of that MOU was to facilitate a cooperative relationship between several local agencies to explore, study, evaluate, develop and implement mutually beneficial approaches and strategies for forming GSAs and implementing the SGMA within the sub-basin. Staff has participated in regular meetings with this group to achieve those goals.

Through these efforts, the representatives from these agencies have reached a general consensus that the large geographic area of the sub-basin, combined with the wide disparities in land uses, soil types, and availability of surface water, make a single GSA that serves the entire sub-basin impractical. As a result, there will be five to six GSAs formed within the Kings Sub-Basin. Clovis is within the Fresno Area / North Kings Area GSA. On November 12, 2015, the City entered into a MOU with Fresno Irrigation District, City of Fresno, Fresno County, Malaga County Water District, Garfield Irrigation District, Biola Community Service District, Pinedale County Water District, Fresno State University, Fresno Metropolitan Flood Control District, City of Kerman, International Water District and Bakman Water Company to work on developing a strategy to implement the Groundwater Sustainability Act. The attached JPA is the result of that work.

## **FISCAL IMPACT**

There will be a financial cost commitment to be a member with voting rights on the Joint Powers Authority. The initial cost is estimated to be between \$100,000 and \$200,000 over a three year period and will fund the development of the Sustainable Groundwater Management Plan and the initial start-up costs of the JPA.

## **REASON FOR RECOMMENDATION**

The best way for Clovis to comply with SGMA is to work with other water agencies in the area.

## **ACTIONS FOLLOWING APPROVAL**

Staff will convey any requested changes to the draft agreement to the North Kings GSA group for discussion and will bring the final agreement to Council for approval.

Prepared by: Lisa Koehn, Assistant Public Utilities Director

Submitted by: LS  
Luke Serpa, Public Utilities Director



## NORTH KINGS GROUNDWATER SUSTAINABILITY AGENCY JOINT POWERS AGREEMENT

THIS NORTH KINGS GROUNDWATER SUSTAINABILITY AGENCY JOINT POWERS AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date") by and between the Fresno Irrigation District, the County of Fresno, the City of Fresno, the City of Clovis, the City of Kerman, Biola Community Services District, Pinedale County Water District, Garfield Water District, and International Water District, each a "Member" and collectively, the "Members."

### RECITALS

- A. Whereas, on September 16, 2014, the Governor of the State of California signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, the Sustainable Groundwater Management Act, which is codified at Water Code Sections 10720 *et seq.*; and
- B. Whereas, the Act allows certain local agencies to become a Groundwater Sustainability Agency ("GSA") and adopt a Groundwater Sustainability Plan ("GSP") as a means to manage and regulate groundwater in an underlying groundwater basin, which is defined as a basin or subbasin identified and defined in California Department of Water Resources Bulletin 118; and
- C. Whereas, each Member is a local agency as defined in Section 10721(n) of the California Water Code that is eligible to become a GSA and adopt a GSP as provided in the Act; and
- D. Whereas, the Act set forth that multiple local agencies overlying a single groundwater basin or subbasin may adopt individual GSPs if those plans are coordinated, or may join together to adopt a single plan; and
- E. Whereas, each Member to this Agreement overlies a portion of the Kings Subbasin as it is currently defined by the California Department of Water Resources Bulletin 118 and each Member desires to participate in the implementation of the Act specifically within the area identified as the North Kings Subbasin in Exhibit A; and
- F. Whereas, the Joint Exercise of Powers Act (Government Code Sections 6500 *et seq.*) provides that two or more public agencies may by agreement jointly exercise any powers common to those agencies and may by that agreement create an entity separate from the Members to the Agreement; and
- G. Whereas, each Member signing this Agreement is a public entity organized and operating under the laws of the State of California, and/or a public agency as defined in California Government Code Section 6500; and



- H. Whereas, the Members intend by this Agreement to create a joint powers authority ("JPA") for the purpose of acting as a separate and independent public agency and as a single GSA for this area, hereinafter identified as the North Kings Groundwater Sustainability Agency ("NKGSA"); and
- I. Whereas, the Members, agree among themselves, and agree to require Contracting Entities and Interested Parties, to comply with Section 10720.5 of the Act, which states, in part, "nothing in this part, or in any groundwater management plan adopted pursuant to this part, determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights."

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein and these Recitals, which are hereby incorporated by this reference, it is agreed by and among the Members hereto as follows:

#### **Article I: Definitions**

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

- A. "Act" shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319, and AB 1739) which collectively comprise the Act, as that legislation and those regulations may be amended from time to time.
- B. "Authority" or "NKGSA" shall mean the North Kings Groundwater Sustainability Agency Joint Powers Authority, which is the public and separate legal entity created by this Agreement.
- C. "Board of Directors" or "Board" shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.
- D. "Contracting Entity" shall mean one of any number of water companies regulated by the California Public Utilities Commission providing water service in the North Kings Subbasin that enters into a Participation Agreement, as defined below, with the Authority. The initial Contracting Entity shall be Bakman Water Company, as established through execution of a Participation Agreement.
- E. "Fiscal Year" shall mean that period of twelve (12) months established as the Fiscal Year of the Authority pursuant to Section 4.01 of this Agreement.
- F. "Groundwater Sustainability Agency" or "GSA" shall mean an agency enabled by the Act to regulate all or a portion of a subbasin in a coordinated manner with all other surrounding Groundwater Sustainability Agencies in compliance with the terms and provisions of the Act.



- G. "Groundwater Sustainability Plan" or "GSP" shall mean the plan developed, adopted and implemented by the Authority in accordance with the Act.
- H. "Interested Parties" shall mean those public and private entities that have (i) either opted not to become Members of the Authority or are legally precluded from becoming Members, and/or (ii) been designated by the Board of Directors as "Interested Parties" as required by Water Code. Those identified on the attached Exhibit B shall be the initial Interested Parties. The Board of Directors may from time to time add additional Interested Parties or remove Interested Parties. An Authority Board-authorized representative of an Interested Party is eligible to serve as a member of the Board of Directors through execution of a Memorandum of Understanding with the Authority. Interested Parties shall be provided with an opportunity to provide input on the Authority's activities for consideration by the Board of Directors, committees and Members.
- I. "Member" shall mean any of the signatories to this Agreement and "Members" shall mean all of the signatories to this Agreement.
- J. "Party" or "Parties" shall mean the collective whole of Members signing this agreement, and those Contracting Entities and Interested Parties involved in the Authority via a Participation Agreement(s) or one or more Memorandum of Understanding approved by the Board of Directors.
- K. "North Kings Subbasin" shall mean the area depicted on Exhibit A.
- L. "Participation Agreement" means an agreement between the Authority and a Contracting Entity, which provides that the Contracting Entity: (1) may be represented on the Board of Directors of the Authority; (2) shall otherwise participate in the GSA formed by the Authority; (3) shall contribute to the costs of the Authority as specified in such Participation Agreement; and (4) shall have the rights and duties as set forth in this Agreement and the Participation Agreement.
- M. "Project Agreement" means an agreement between the Authority and two or more of its Parties to provide for carrying out Special Activities, as defined below, that are within the authorized purposes of the Authority, and sharing in the costs and benefits by the parties to the Project Agreement.
- N. "Special Activities" shall mean activities consistent with the purpose of this Agreement, but which are undertaken by fewer than all Parties.



## **Article II: Creation of Authority**

### **Section 2.01 – Creation.**

- A. Pursuant to Government Code Section 6503.5, the Members of this Agreement hereby create a public entity separate and independent from the Members.
- B. Pursuant to Government Code section 6509, the County of Fresno is the designated agency with respect to the Authority's exercise of power.
- C. Within thirty (30) days after the Effective Date of this Agreement and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code Section 6503.5.
- D. Within seventy (70) days after the Effective Date of this Agreement, the Authority shall file with the Secretary of State on a form prescribed by the Secretary of State and also with the county clerk of each county in which the Authority maintains an office, a statement of the following facts:
  - 1. The full legal name of the Authority.
  - 2. The official mailing address of the governing body of the Authority.
  - 3. The name and residence or business address of each member of the governing body of the public agency.
  - 4. The name, title, and residence or business address of the chairman, president, or other presiding officer, and clerk or secretary of the governing body of the Authority.
- E. Within ten (10) days after any change in the facts listed in section 2.01(C), the Authority shall file an amended statement as required in Government Code Section 53051.

The Members, pursuant to their joint exercise of powers, hereby create a public entity to be known as the "North Kings Groundwater Sustainability Agency."

### **Section 2.02 – Purpose.**

The Authority is formed with the purpose and intent of jointly forming a separate entity to fulfill the role of a GSA so that the Members, in consultation with the Contracting Entities and Interested Parties involved in the Authority via a Participation Agreement(s) or one or more Memorandum of Understanding, may collectively develop, adopt, and implement a GSP for the sustainable management of groundwater for that portion of the Kings Subbasin underlying the jurisdictional boundaries of the Members, as those boundaries may be amended from time to time.

Notwithstanding their intent to collectively develop, adopt, and implement a GSP, the Parties shall maintain complete control and autonomy over the surface water and



groundwater supply assets to which they are currently legally and individually entitled, and make no commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of the preparation or participation in a GSP.

The Members may exercise independent power within their own jurisdiction, including but not limited to, conducting Special Activities establishing or approving fees, and exercising and administering all powers held by each Member with regards to groundwater management and regulation as they existed prior to the approval of this Agreement or consistent with the Act, except as otherwise provided in this Agreement or as required by the Act. Members may be responsible within each of their own jurisdictions or service areas (or a Contracting Entity may be responsible with its Public Utility Commission service area as provided in a Board of Director's approved Participation Agreement, or the area of an Interested Party as provided in a Board of Director's approved Memorandum of Understanding), for the implementation of any GSP developed by the Authority, unless otherwise provided for in this Agreement, by decision of the Board of Directors, or as required by the Act. Members that are responsible for implementation and have overlapping jurisdictional boundaries may enter into a separate memorandum of understanding to determine their respective responsibilities under this paragraph, subject to the approval of the Board of Directors. Each Member will be responsible for adhering to the terms of this Agreement, for constructively participating in the efforts to achieve compliance with the Act, and for timely payment of contributions that are approved by the Board of Directors in compliance with this Agreement.

Activities unrelated to the sustainable management of groundwater in the Kings Subbasin as provided in the Act shall not be undertaken by the Authority.

### **Section 2.03 –Powers.**

The Authority shall have the power to take any action to carry out the purposes of this Agreement. Subject to the applicable voting requirements described in this Agreement, the Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers, including, but not limited to, any and all of the following:

- A. Undertaking, on behalf of the Parties, all actions required by the California Department of Water Resources ("DWR") and State Water Resources Control Board ("SWRCB") for GSA purposes under the Act.
- B. Conducting research and investigations and compiling appropriate reports for preparing a GSP, and for developing Coordination Agreements, as defined in Water Code section 10721(d), with other GSAs.
- C. Developing, adopting, and implementing a GSP.
- D. Adopting initial and annual operating budgets, and establishing Member, Contracting Entity and Interested Party contributions.



- E. Making and assuming contracts, and employing agents, employees, consultants, and other such persons or firms as the Board may deem necessary to exercise the Authority's powers.
- F. Incurring debts, liabilities, or obligations, subject to the limitations provided in this Agreement.
- G. Issuing bonds and all other forms of indebtedness, on behalf of the GSA and any separate entity as permitted by the Board of Directors, to the extent and on the terms provided by law for the Authority.
- H. Cooperating, acting in conjunction with, and contracting with the United States, the State of California or any agency thereof, Counties, and other local agencies, commensurate with the Authority's powers as a GSA.
- I. Applying for, accepting and receiving licenses, permits, new or future water rights (to the extent such application does not infringe on the rights of Members, Contracting Entities, or Interested Parties to this agreement), approvals, agreements, grants, loans, gifts, contributions, donations, or other aid from any agency of the United States, the State of California, or other public or private person or entity necessary for fulfilling the purposes of the GSA.
- J. Acquiring, by eminent domain or otherwise, holding, and disposing of real or personal property.
- K. Acquiring, leasing, owning, constructing, managing, maintaining, operating, and disposing of buildings, works, or improvements.
- L. Suing and being sued in its own name
- M. Providing for the prosecution of, defense of, or other participation in actions or proceedings at law or in public meetings in which the Members, pursuant to this agreement, a Contracting Entity pursuant to a Participation Agreement, or an Interested Party pursuant to a Memorandum of Understanding, may have an interest, and employing counsel or other expert assistance for that purpose.
- N. Participating in groundwater sustainability projects related to the Act.
- O. Assisting the Members, pursuant to this agreement, a Contracting Entity pursuant to a Participation Agreement, or an Interested Party pursuant to a Memorandum of Understanding, in groundwater sustainability projects related to the Act.
- P. Creating committees and sub-committees.
- Q. Employing the GSA enforcement powers identified in the Act.
- R. Imposing fees as authorized by the Act.



- S. Adopting rules, bylaws, regulations, policies and procedures for governing the operation of the GSA, and adopting and implementing a GSP consistent with the powers and purposes of the Authority and as authorized by the Act.
- T. Entering into Memorandums of Understanding ("MOU"s), or other legal agreements with private water companies, or other private or public entities, to enable them to participate in the GSA.
- U. Entering into Project Agreements with Members, Contracting Entities or Interested Parties.

#### **Section 2.04 – Adoption of GSP.**

The Members agree that the GSP shall be coordinated and managed by the Authority, and all modifications or amendments of the GSP shall be adopted only by the Authority's Board of Directors and in accordance with this Agreement.

### **Article III: Internal Organization**

#### **Section 3.01 – Governing Body.**

The governing body of the Authority shall be a seven (7) - member Board of Directors that includes Members, Contracting Entities and Interested Parties, as identified in this Agreement. Table 1 defines the apportionment of Board seats.

Table 1 – NKSGSA Governing Body

| <b>Seat</b> | <b>Assignment</b>   |
|-------------|---|
| 1           | Fresno Irrigation District  |
| 2           | Garfield Water District, International Water District, and Fresno Irrigation District <sup>1</sup>  |
| 3           | Bakman Water Co., Biola Community Services District, California State University-Fresno, City of Kerman, and Pinedale County Water District |
| 4           | City of Clovis  |
| 5           | City of Fresno  |
| 6           | County of Fresno  |

<sup>1</sup> As identified in Exhibit C, Note 1: Fresno Irrigation District ("FID"), International Water District ("IWD") and Garfield Water District ("GWD") have entered into a separate written agreement dealing with how they will exercise the governance responsibilities and voting for Seat # 2, including but not limited to how to exercise the voting rights, succession rights, financial participation in the GSA, the consequences of any mergers or consolidation of any or all of those districts into municipalities, etc., as it affects this "Board Seat Portion" # 2 voting and participation rights in the NKSGSA. All Members acknowledge that any withdrawal or termination of IWD or GWD from this JPA shall not divest FID's retaining its interest in Seat 2 under that separate agreement, any § 5.03 Member vote under this JPA notwithstanding.



Directors shall be elected officials who have been appointed to serve on the Authority's Board of Directors by their respective boards, councils or commissions, or are the authorized representatives of a Member, Contracting Entity or Interested Party. Where a seat has more than one assigned Party to serve in a Director position, the designation of which Party shall serve a Board term shall be decided through mutual agreement of those who share that seat. If those who share the seat cannot reach a mutual agreement to assign one Party to the seat within sixty (60) days of the seat becoming available, the decision will be made by the remaining members of the Board of Directors. The At-Large seat is appointed by a vote of the remaining Board of Directors of the Authority. Those eligible for this At-Large seat include municipal/industrial water supply Members not currently serving on the Board of Directors, Contracting Entities, and Interested Parties.

- A. Alternates - Each Director representing a Party, or Parties, on the Board of Directors of the Authority may identify up to two alternates to serve on the Party's, or Parties', behalf. Alternates need not be elected officials and may also include a representative of another Party.
- B. At-Large Alternate – The remaining Board of Directors may designate up to two Members, Contracting Entities or Interested Parties to serve as alternates to the appointed At-Large Director position.
- C. Vacancies – Filling a vacancy of a Director's seat (#'s 1-6) is the responsibility of the Party, or Parties, who are represented by that Director's seat on the Board of Directors. In the event of a vacancy of the At-Large seat (#7), the remaining Board of Directors (Seat #'s 1-6) shall convene a meeting to appoint a designee to fill that seat within ninety (90) days of the vacancy.
- D. If the Board of Directors determines that reasonable cause exists to remove a Director from the Board, it can request that the Party or Parties that appointed the Director remove the individual and appoint a new Director.

### **Section 3.02 – Board Terms.**

All Board terms shall be two (2) years. For initiation of the Board, four (4) seats shall be three (3)-year terms. The Member seats with an initial three (3)-year term shall be those seats exclusively held by the City of Clovis, the City of Fresno, County of Fresno, and Fresno Irrigation District.

### **Section 3.03 – Administration and Officers.**

The officers of the Authority are the Chair, Vice-Chair, Secretary and Treasurer.

- A. The Board of Directors shall, at its first meeting and thereafter at its first meeting following July 1 of each succeeding year, elect a Chair and Vice-



Chair from among the Directors. The Vice-Chair shall assume responsibilities of the Chair in the absence of the Chair.

- B. The Secretary shall (1) keep or cause to be kept, at the principal executive office or such other place as the Board may direct, a book of summary minutes of all meetings and actions of the Board of Directors and committees of the Authority, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at such meetings and the proceedings of such meetings; and (2) give, or cause to be given, notice of all meetings of the Board and committees of the Authority required by the Bylaws be given. The Secretary has such powers and may perform such other duties as may be prescribed by the Board.
- C. The Board of Directors shall designate a qualified person to act as the Treasurer of the Authority. The person holding the position of Treasurer of the Authority shall have charge of the depositing and custody of all funds held by the Authority. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Government Code section 6505.5, and that may be prescribed by the Board or the Bylaws. In the event that the person designated by the Board is not a Director, the person serving as Treasurer may be reasonably compensated for performing such work. In the event that the person designated by the Authority to perform such services is an employee of a Member, the governing body of that Member shall determine the reasonable charges to be made against the Authority for the services of the Treasurer.

The Treasurer shall be responsible for all money of the Authority from whatever source. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members and by bondholders as and to the extent provided by resolution or indenture. The Treasurer shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority which shall be conducted in compliance with Section 6505 of the California Government Code.

- D. Management: In addition to, or in lieu of, hiring employees, the Authority may engage one or more third parties to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. A third party so engaged may, but need not, be a Member, Contracting Entity or Interested Party. Any third party so engaged shall have such responsibilities as are set forth in the contract for such third party's services.
- E. Fiscal Agent: Without limiting the breadth of Section 3.03(D), the Board of Directors may select a Member or a third party to act as the fiscal agent for the Authority pursuant to an agreement with the fiscal agent approved by the Board of Directors.

### **Section 3.04 – Voting Thresholds.**



All decisions require a majority vote of the present and voting Board of Directors, except the following:

Table 2 – Voting Thresholds of the NKGSA Board of Directors

| Key Authority  | Threshold  |
|--|--|
| Adoption of or amendments to the GSP   | Unanimous vote of all Directors  |
| To incur debts, liabilities or obligations on behalf of the Authority                            | Five Affirmative Votes by Directors  |
| Adoption of or revisions to policies of the Authority  | Five Affirmative Votes by Directors  |
| GSA Enforcement  | Five Affirmative Votes by Directors  |
| Authorization to obligate the Authority to participate in litigation, or other legal proceedings | Five Affirmative Votes by Directors  |
| Amendment of the Agreement   | Unanimous vote of all Directors, subject to ratification by all Members under 7.01 |
| Any Assessment or Fees levied or imposed by the GSA  | Unanimous vote of all Directors  |
| Budget allocation among Parties for GSA operations after initial GSP                             | Five Affirmative Votes by Directors  |
| Removal of a Member from the GSA   | Five Affirmative Votes by Directors  |

### **Section 3.05 - Compensation, Expenses, and Reimbursement.**

Directors and their alternates shall not be compensated by the Authority for participation on the Board. The Authority shall develop a policy for reimbursement associated with direct expenses.

### **Section 3.06 - Conflicts of Interest.**

The Authority shall adopt a conflict of interest policy.

### **Section 3.07 – Application of Laws to Authority Functions.**

The Authority shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Joint Exercise of Powers Act (Gov. Code §6500, et seq.); Ralph M. Brown Act (Gov. Code § 54950, et seq.); and conflict of interest laws/regulations (such as Gov. Code §1090, et seq., the requirements of the California Political Reform Act, Gov. Code § 87100, et seq., and the regulations of the Fair

Political Practices Commission concerning disclosure and disqualification, 2 California Code of Regulations §18700, et seq., as amended.

### **Section 3.08 – Meetings.**

The Board of Directors shall fix the hour, date, and place for its regular meetings.

### **Section 3.09 – Committees.**

The Board of Directors may establish standing committees and ad hoc committees as it deems necessary. The Board of Directors shall establish membership of those committees. The Board of Directors may also dissolve any committee it deems to be no longer necessary.

## **Article IV: Financial Provisions**

### **Section 4.01 – Fiscal Year.**

The Fiscal Year of the Authority shall be from July 1 through June 30 of each year.

### **Section 4.02 – Property Custodian.**

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 3.03 above, who shall have charge of, handle, or have access to any property of the Authority. The Authority shall acquire such fidelity bonds or comparable insurance covering such officers and persons in amounts designated by the Board of Directors; provided, that if no bond amount is set by the Board of Directors, no bond shall be required. Such designation shall be subject to ratification by the Members in compliance with California Government Code Section 6505.1.

### **Section 4.03 – Budget.**

The initial cost-share for the NKGSA is defined in the attached Exhibit C. These funds serve to develop the Authority's initial GSP. Subsequent budgets shall be set by the Board of Directors each Fiscal Year, and the Board of Directors shall adopt an annual budget for the Authority for the ensuing Fiscal Year.

The Contribution and Participation Percentage may be adjusted by the Board of Directors in the event of admission, withdrawal, reinstatement or termination of a Member consistent with Section 5.03.

### **Section 4.04 – Member Contributions To The Authority.**

All contributions adopted by the Board of Directors as provided in Section 4.03 shall be paid to the Authority on a schedule set by the Board of Directors; provided, that no Party shall be obligated to make any such payment unless and until such Party's governing body has approved and appropriated the funds necessary to make such payment. In the event a payment by a Party is otherwise required – but is not made



because such Party's governing body has not approved such payment or appropriated the funds necessary to make such payment – such Party shall be subject to termination from the Authority pursuant to Section 5.03(D), but upon any such termination shall not be liable for the amount of such payment.

## **Article V: Relationship of Authority and Its Members**

### **Section 5.01 – Separate Entity.**

In accordance with California Government Code Sections 6506 and 6507, the Authority shall be a public entity separate from the Members. To the greatest extent permitted by law, unless otherwise specifically agreed herein by all Members as to a specific debt, liability and/or obligation, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Members under California Government Code Section 6508.1. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

No Member has the power to obligate any other Member hereof and no Member debt, liability or obligation due any third party may be asserted or collected against this JPA, the GSA or any individual Member as a result of membership in this GSA by and among the Members. The Authority shall indemnify, defend, and save harmless the Members, their officers, agents, directors, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or entities furnishing or supplying work, services, labor, materials or supplies to the Authority in connection with the performance of this Agreement, and, except as expressly provided for by law, from any and all claims and losses accruing or resulting to any persons, firm or entity, for damage, injury, death arising out of or connected with the Authority's performance of its obligations under this Agreement. The Authority may also acquire such policies of directors and officers liability insurance and in such amounts as the Board of Directors shall deem prudent. The Board of Directors members, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. The Board of Directors shall not be liable to the Members to this Agreement for any mistake of judgment or any other action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of Authority funds or failure to invest same. To the extent authorized under California law, no Director, officer or employee of the Authority shall be responsible for any action made, taken, or omitted, by any other Director, officer or employee.

### **Section 5.02 – Insurance.**

The Board of Directors shall, from time to time and at least annually, review the general liability, automobile, directors and officers, and other insurance coverage maintained by the Authority for adequacy and determine the nature, extent and limits of insurance to be maintained by the Authority. The Authority shall purchase and maintain such insurance as the Board of Directors determines to be appropriate after such review.



**Section 5.03 – Admission, Withdrawal, Reinstatement and Termination of Members.**

- A. Additional qualified Contracting Entities or Interested Parties may participate in the NKGSA by entering into a Participation Agreement or Memorandum of Understanding, as applicable, with the Authority. Withdrawal, reinstatement, and termination of Contracting Entities and Interested Parties shall be governed by the applicable Participation Agreement or MOU.
- B. Additional public agencies or mutual water companies may join in this Agreement and become a Member to the Authority upon the approval of the Board of Directors. Any new Member to the Authority shall agree to be bound to the terms of this Agreement as if they had been an original signatory hereto.
- C. Notwithstanding anything herein to the contrary, any Member may withdraw from this Agreement by giving sixty (60) days written notice of its election to do so, which notice shall be given to the Board of Directors, any Contracting Entity, and each Interested Party; provided, that such withdrawal does not in any way impair any contracts, resolutions, indentures or other obligations of the Authority then in effect. In the event of a disagreement between the Authority and the withdrawing Member as to whether such withdrawal shall cause the impairment of any contracts, resolutions, indentures or other obligations of the Authority, such determination shall be made by a majority vote of the Board of Directors as defined in Section 3.04. Any Member that withdraws and later seeks reinstatement to the Authority shall provide funds to the Authority, proportionate to their responsibility, as if they had never left.

A withdrawing Member shall in all events remain liable for its proportionate share of (i) its full amount of the adopted fiscal year budget; (ii) any call for funds or assessment levied by the Authority prior to the date it provides its notice of withdrawal; (iii) any contribution required by Section 4.03 to reflect the Participation Percentages in existence at the time the subject act or omission occurred; and (iv) the amount of any annual budget approved prior to the date it provides its notice of withdrawal.

Should a Member choose to withdraw from the Authority in accordance with the terms of this Agreement, that Member expressly retains the right to serve as the GSA for the portion of the groundwater basin underlying its jurisdictional boundaries to the extent permitted by the Act.

- D. Any Member may be terminated, by a vote of the Board of Directors as set forth in Section 3.04 above, and upon termination shall no longer be a Member of the Authority. A Member so terminated shall not be liable for the amounts described in clauses (i), (ii) and (iii) of the immediately preceding paragraph except to the extent they are delinquent on the date of termination.
- E. In the event a Member withdraws from the Authority or is terminated in accordance with the terms and conditions hereof, such Member shall not receive a refund of any amounts advanced to the Authority by such Member prior to the



date of its withdrawal or termination and shall be obligated to continue to pay its share of any legal fees and costs for any action in which the Member is named or participating as part of the Authority.

- F. Notwithstanding the foregoing provisions of Section 5.03, should the Authority be sued for any action or inaction by the Authority, then the Members constituting the Authority at the time of said action/inaction complained of shall not have the right to withdraw from the Authority during the pendency of that suit. Similarly, if the action or inaction upon which a suit is/was filed occurred when a Member was in the Authority but subsequently withdrew prior to the filing of a suit against the Authority, then such departed Member shall participate in the defense of that action as if it was still a Member to the Authority.

#### **Section 5.04 – Term and Disposition Of Property Upon Dissolution.**

A. The Authority shall be formed and come into existence on the Effective Date and shall continue in existence unless terminated by the governing body of each of the Members then a party to this Agreement or at any point in time at which there ceases to be at least two parties to this Agreement, at which point in time this Agreement shall be automatically terminated; provided however, that the Authority and this Agreement shall continue to exist for the purpose of disposing of liabilities distributing funds, property and/or other assets (such funds, property and/or other assets, collectively, the "Authority Assets"), and all other functions necessary to conclude the business of the Authority.

B. Notwithstanding any other provision herein, this Agreement shall remain in effect and be binding upon the Members hereto and upon all subsequent Members joined herein for such a period as the Authority desires to engage in any activities under this Agreement. The foregoing provision shall not apply, however, to any Member that withdraws or is terminated from its participation in the Authority in accordance with this Agreement.

C. Upon termination of this Agreement, after the payment and fulfillment of all obligations of the Authority, any Authority Assets remaining shall be distributed to the Parties in proportion to the total contribution made by the Parties toward the funding of the Authority over the lifetime of the Authority's existence. The Authority shall cease to exist when the Authority Assets have been distributed according to the provisions contained in this Section, this Agreement generally, and the Joint Exercise of Powers Act (Gov. Code §6500 *et seq.*).

#### **Article VI: Liabilities**

- A. The Authority, and those persons, agencies and instrumentalities used by it to perform the functions authorized herein, whether by contract, employment or otherwise, shall be exclusively liable for any/all injuries, costs, claims, liabilities, damages of whatever kind arising from or related to activities of the Authority.
- B. The Authority shall hold harmless and indemnify the Members, and each of them, including their officers and employees, from any claim or liability arising from acts



or omissions of the Authority in pursuit of this Agreement, and in so doing, shall provide the Members, and each of them, with legal defense of any and all claims or liabilities and shall pay reasonable attorney's fees and costs incurred in providing such defense.

- C. Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, the Members, and any officers, agents, and employees for their actions taken within the scope of their duties while acting on behalf of the Authority.

## **Article VII: Miscellaneous Provisions**

### **Section 7.01 – Amendment.**

This Agreement may be amended from time to time by the unanimous vote of all of the Members.

### **Section 7.02 – Severability And Validity Of Agreement.**

Should the participation of any Member to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have entered into this Agreement upon the same terms as provided herein as if that Member had not been party to in this Agreement.

### **Section 7.03 – Assignment.**

Except as otherwise provided in this Agreement, the rights and duties of the Members to this Agreement may not be assigned or delegated without the approval of the Board of Directors. Any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and Board of Directors-authorized assigns of the Members hereto. This section does not prohibit a Member from entering into an independent agreement with another agency regarding the financing of that Member's contributions to the Authority or the disposition of proceeds which that Member receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Members under this Agreement.

### **Section 7.04 – Execution In Parts Or Counterparts.**

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile and electronic signatures shall be binding.



#### **Section 7.05 – Notices.**

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Members beneath their signatures on this Agreement, or to such other changed addresses communicated to the Authority and the Members in writing.

#### **Section 7.06 – Governing Law and Venue.**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding any conflict of laws rule which would apply the law of another jurisdiction. 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 Fresno County, California. The parties to this Agreement hereby expressly waive any right to remove any action to a county other than Fresno County as permitted pursuant to California Code of Civil Procedure Section 394.

#### **Section 7.07 – Dispute Resolution.**

The Members agree that any dispute regarding the enforcement or interpretation of any term, covenant or condition of this Agreement ("Dispute") shall first, for a period of not less than thirty (30) days, be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation or any other binding arbitration or adjudicative dispute resolution process. The Members shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in the Dispute; (iii) exchange written position papers stating their position on the Dispute and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the Dispute; and (iv) engage and cooperate in such further discovery as the Members agree or mediator suggests may be necessary to facilitate effective mediation. Each Member shall bear its own costs, fees and expenses of the mediation. Venue of the mediation shall be a mutually agreeable city within Fresno County, California.

#### **Section 7.08 – Attorney's Fees.**

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

IN WITNESS WHEREOF, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: *Agency*

By: *Name*  
Its: *Title*

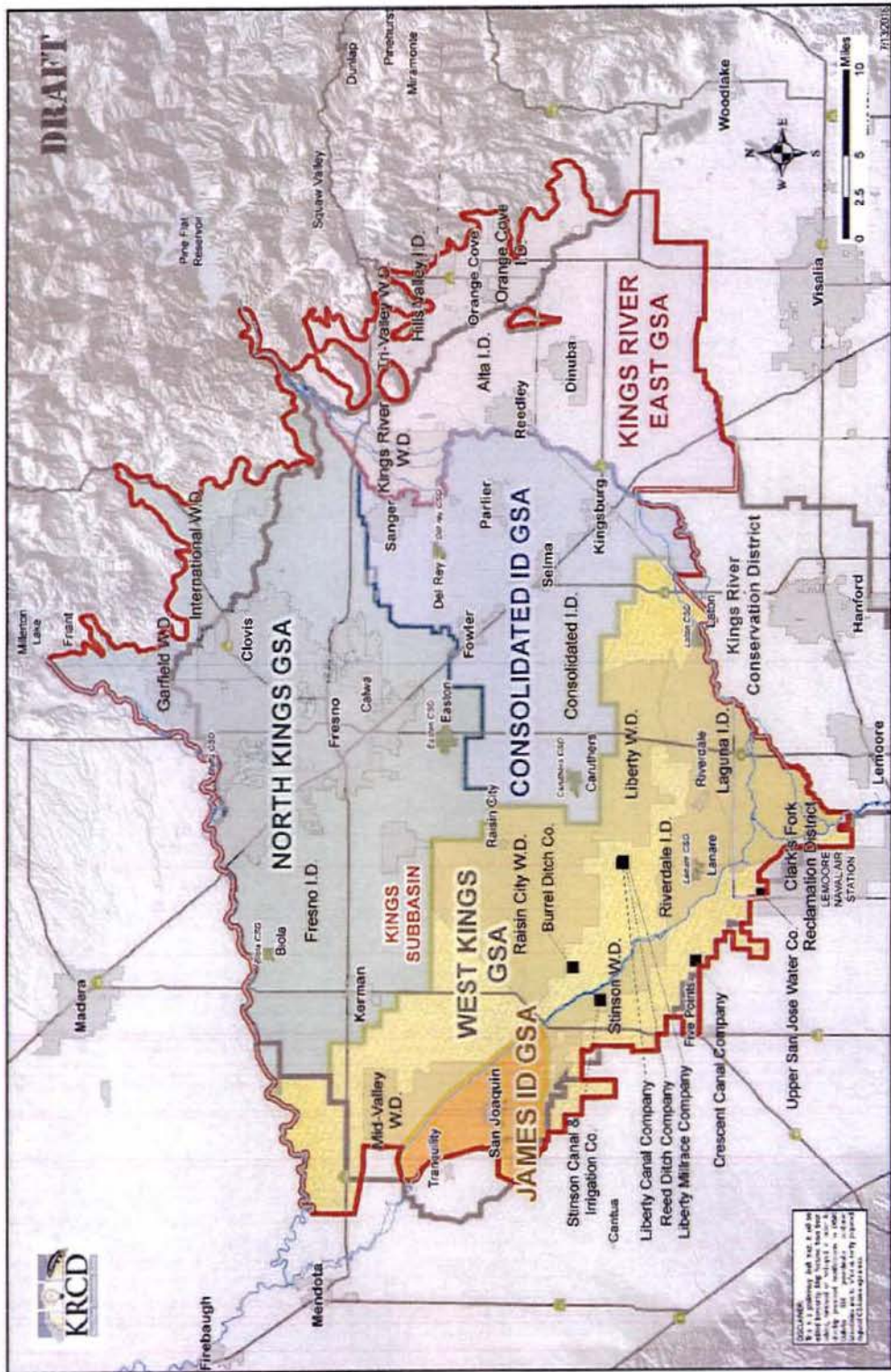
By: *Name*  
Its: *Title*

Member's Address:  
*Address*  
*Address*

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



## Kings Subbasin



## EXHIBIT B



## **Interested Parties**

California State University, Fresno

Cargill Beef

Community Water Center

E&J Gallo Wine

Fresno County Farm Bureau

Fresno Metropolitan Flood Control District

Malaga County Water District

Self-Help Enterprises

## **Contracting Entities**

Bakman Water Company

## EXHIBIT C

| North Kings Groundwater Sustainability Agency<br>Contribution and Participation Percentage  |                           |                        |                    |                           |                             |
|---|---------------------------|------------------------|--------------------|---------------------------|-----------------------------|
| Agency  | GW                        |                        |                    | Total                     | Participation<br>Percentage |
|   | Board Seat<br>Portion (1) | Pumping<br>Portion (2) | Adjustments<br>(3) | Contributions<br>per \$1M |                             |
| Fresno Irrigation District  | \$ 75,000                 | \$ 233,122             | \$ 3,818           | \$ 311,940                | 31.19%                      |
| City of Fresno  | \$ 75,000                 | \$ 129,651             | \$ 3,818           | \$ 208,469                | 20.85%                      |
| City of Clovis  | \$ 75,000                 | \$ 18,816              | \$ 3,818           | \$ 97,635                 | 9.76%                       |
| Bakman Water Company  | \$ 30,000                 | \$ 3,983               |                    | \$ 33,983                 | 3.40%                       |
| City of Kerman  | \$ 30,000                 | \$ 3,496               |                    | \$ 33,496                 | 3.35%                       |
| County of Fresno  | \$ 75,000                 | \$ 75,473              | \$ 3,818           | \$ 154,291                | 15.43%                      |
| Pinedale County Water District  | \$ 30,000                 | \$ 2,390               |                    | \$ 32,390                 | 3.24%                       |
| Garfield Water District   | \$ 37,500                 | \$ 2,942               |                    | \$ 40,442                 | 4.04%                       |
| Biola Community Service District  | \$ 30,000                 | \$ 273                 | \$ (15,273)        | \$ 15,000                 | 1.50%                       |
| California State University Fresno  | \$ 30,000                 | \$ 3,595               |                    | \$ 33,595                 | 3.36%                       |
| International Water District  | \$ 37,500                 | \$ 1,259               |                    | \$ 38,759                 | 3.88%                       |
| <b>Total Estimated GW Management Plan Cost</b>  | <b>\$ 525,000</b>         | <b>\$ 475,000</b>      |                    | <b>\$ 1,000,000</b>       | <b>100.00%</b>              |
| <p>1) \$75,000 per seat. GWD &amp; IWD seat at \$37.5K per seat (\$75K/2), with FID contributing IWD's portion. All other agencies at \$30K per seat (2 seats = \$150K/5 agencies)</p> <p>2) 2007-2012 used based on availability from some agencies. For areas without actual pumping data, output from the Kings IWFM was considered. The following lists what was used for each agency:</p> <ul style="list-style-type: none"> <li>a) FID - Pumping from Kings Basin IWFM Model Data for regions 6 &amp; 16 minus Kerman and Biola pumping, plus pumping from within Cities of Fresno &amp; Clovis IWFM subregions less actual pumping from agencies within that area for same period, less 15% for non-ag and unincorporated area pumping.</li> <li>b) City of Fresno - Average of actual pumping data for period</li> <li>c) City of Clovis - Average of actual pumping data for period</li> <li>d) Bakman - Average of actual pumping data for period</li> <li>e) City of Kerman - Average of actual pumping data for period</li> <li>f) Pinedale - Average of actual pumping data for period</li> <li>g) Garfield - Pumping per acre for time period of Subregion 15 of Kings IWFM multiplied by total acres in District.</li> <li>h) Biola - Estimated based on 250,000gpd</li> <li>i) CSUF - Average of actual pumping data for period</li> <li>j) International - Pumping per acre for time period of Subregion 15 of Kings IWFM multiplied by total acres in District.</li> </ul> <p>3) Biola adjusted to \$15K contribution. Balance shared equally by FID, City of Fresno, City of Clovis, and County of Fresno.</p> |                           |                        |                    |                           |                             |



AGENDA ITEM NO: **4-A**

City Manager: 

## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council  
FROM: Administration  
DATE: August 1, 2016  
SUBJECT: Consider Approval - Appointment to Personnel Commission

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

Approve the appointment of Darren Rose to the Clovis Personnel Commission.

### **EXECUTIVE SUMMARY**

Following the recent resignation of Tom Miyake from the Clovis Personnel Commission, Mayor Magsig and the General Services Director Robert Ford conducted interviews with citizens who made application and expressed interest in serving on the Personnel Commission. Mayor Magsig recommends the appointment of Darren Rose to the Personnel Commission. The proposed term of office will end in May 2018, when the former Commissioner's term would end.

### **BACKGROUND**

Tom Miyake resigned from his position on the Clovis Personnel Commission in May of 2016 due to medical reasons. On July 15, 2016, Mayor Magsig and General Services Director Robert Ford conducted interviews with the applicants. As a result of that process, Mayor Magsig recommends that Darren Rose be appointed to the Personnel Commission. His term of office will end in May 2018.

### **FISCAL IMPACT**

None.



**REASON FOR RECOMMENDATION**

Pursuant to Clovis Municipal Code Chapter 9.1, the Mayor, with the approval of the City Council, shall make appointment to the Personnel Commission.

**ACTIONS FOLLOWING APPROVAL**

Staff will inform Darren Rose of the action taken by the City Council and provide additional orientation and information about the role and responsibilities of the Personnel Commission.

Prepared by: Jacquie Pronovost, Executive Assistant

Submitted by: Robert Ford, General Services Director

A handwritten signature in dark ink, appearing to be 'RFP', enclosed within a circular scribble.



AGENDA ITEM NO: **4-B**

## **- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: Administration

DATE: August 1, 2016

SUBJECT: Consider – A request from the San Joaquin Valley Air Pollution Control District for a letter of support regarding utilization of Greenhouse Gas Reduction Fund revenue to help maintain a viable biomass industry in the State of California.

Mayor Magsig will give an oral presentation on this item. Please direct questions to the City Manager's office at 559-324-2060.