



AGENDA

CLOVIS CITY COUNCIL

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559-324-2060)
www.cityofclovis.com

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

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

December 5, 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, or 10 minutes per topic.

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

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

- A. Presentation and Proclamation to retiring Planning Commissioner Vong Mouanoutoua.

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

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

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

1. PUBLIC HEARINGS

- A. Consider Approval – Res. 16-____, A request to consider the 2016 Heritage Grove Design Guidelines, including development standards, circulation, and open space for the northwest growth area bounded by Willow, Copper, Sunnyside and Shepherd Avenues. City of Clovis, applicant. (Staff: D. Kroll)

2. CITY MANAGER COMMENTS

3. COUNCIL ITEMS

- A. Consider Approval – Appointment to Fresno County Transportation Authority. (Staff: R. Woolley)
- B. Consider Approval – Appointments to Planning Commission. (Mayor Magsig)
- C. Consider – A request for a letter of support from Habitat for Humanity Fresno County. (Mayor Magsig)
- D. Council Comments

4. CLOSED SESSION

- A. Government Code Section 54596.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
SEMI-ANNUAL LITIGATION REVIEW

COURT CASES

- 1. O'Brien Development, LLC v. City of Clovis (Land Use)
- 2. City of Clovis v. Shell Oil Company, et al (TCP)
- 3. California State University Fresno Association, Inc. v. County of Fresno; Interveners - Cities of Fresno, Clovis and Sanger (Tax Refund)

COURT CASES ARISING FROM CLAIMS

- 4. Desiree Martinez v. Kyle Pennington, City of Clovis, City of Sanger and Others (Civil Rights, Failure to Properly Handle Domestic Violence Case)
- 5. Joseph Suarez Sr., Hayden Suarez, Hailey Suarez v. City of Clovis (Skatepark Accident)
- 6. Dave W. Aust v. Alves Farms, LLC and City of Clovis (Sidewalk Trip and Fall)
- 7. Lyle S. McFarland v. City of Clovis (Wrongful Arrest)

CLAIMS

8. Nicholas Jerome Bailey v. City of Clovis
9. Stout Family v. City of Clovis
10. Kristen Robinson, Adam Smith v. City of Clovis
11. David and Gretchen Jessen v. County of Fresno, City of Clovis
12. DeYoung Properties, LLP v. City of Clovis, Fresno Metropolitan Flood Control District
13. Molinar Family v. City of Clovis

ADJOURNMENT

Meetings and Key Issues			
Dec. 12, 2016 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Dec. 19, 2016 (Mon.)	6:00 P.M.	Regular Meeting (Cancelled)	Council Chamber
Jan. 3, 2017 (Tue.)	6:00 P.M.	Regular Meeting (Cancelled)	Council Chamber
Jan. 9, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Jan. 17, 2017 (Tue.)	6:00 P.M.	Regular Meeting	Council Chamber
Feb. 6, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Feb. 13, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Feb. 21, 2017 (Tue.)	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 November 14, 2016 Council meeting.
- 2) Adopt – Ord. 16-28, R2016-09, A request to approve an amendment to the P-C-C (Planned Commercial Center) Zone District to accommodate additional residential uses. (Vote 4-0)

B. ADMINISTRATION

- 1) No items.

C. COMMUNITY AND ECONOMIC DEVELOPMENT

- 1) Approval – Waive the City's Standard Bid Procedure and Enter Into an Agreement with Habitat for Humanity Fresno County to Provide Inspection Services for Implementation of the Clovis Home Rehabilitation Grant Program.

D. FINANCE

- 1) Receive and File - Investment Report for the month of August 2016.
- 2) Receive and File - Treasurer's Report for the month of August 2016.

E. GENERAL SERVICES

- 1) Approval – Res. 16-____, Establishing Settlement Authority for various types of claims against the City.
- 2) Approval – Claim Rejection of the General Liability claim submitted on behalf of Destany N. Molinar, Jimmy J. Molinar and Veronica Molinar.

F. PLANNING AND DEVELOPMENT SERVICES

- 1) Approval - Final Acceptance for CIP 16-01, Rubberized Cape Seal 2016.
- 2) Approval – Res. 16-____, Final Map Tract 6143, located on the southeast area of Ashlan and Leonard Avenues. (Wilson Premier Homes, Wilson Homes)
- 3) Approval – Res. 16-____, Annexation of Proposed Final Map Tract 6143, located on the southeast area of Ashlan and Leonard Avenues to the Landscape Maintenance District No. 1 of the City Of Clovis. (Wilson Premier Homes, Wilson Homes)
- 4) Approval - Final Acceptance for Tract 6058, located at the Southeast area of Barstow and DeWolf Avenues. (Woodside 06N, LP, A California Limited Partnership, Woodside Homes)

G. PUBLIC SAFETY

- 1) Receive and File - Police Department report for the month of September 2016.

H. PUBLIC UTILITIES

- 1) Approval - Waive Formal Bidding Requirements and Authorize the Purchase of a Dozer and Motor Grader off the NJPA Contract from Quinn Company.

I. REDEVELOPMENT SUCCESSOR AGENCY

- 1) No items.



AGENDA ITEM NO: A

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: December 5, 2016

SUBJECT: Presentation and Proclamation to retiring Planning Commissioner Vong Mouanoutoua.

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

CLOVIS CITY COUNCIL MEETING

November 14, 2016

6:00 P.M.

Council Chamber

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

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

6:03 PUBLIC COMMENTS

6:04 CONSENT CALENDAR

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

- A1) Approved - Minutes for the November 7, 2016 Council meeting.
- E1) Approved - Employment Agreement for Interim City Manager.
- F1) Approved – Bid Award for CIP 15-08, Winery Demolition, and; Authorize the City Manager to execute the contract on behalf of the City.
- G1) Received and Filed - Police Department report for the month of August 2016.
- H1) Approved – **Res. 16-169**, A Resolution Designating the Director and Alternates for the Upper Kings Basin Integrated Regional Water Management Joint Powers Agreement.
- H2) Received and Filed – Public Utilities Report for the month of August 2016.

6:05 ITEM 1A1 - APPROVED - RES. 16-170, APPROVING AN ENVIRONMENTAL FINDING OF A MITIGATED NEGATIVE DECLARATION FOR GPA2016-08, R2016-09 AND SPR2016-05; AND ITEM 1A2 - APPROVED - RES. 16-171, GPA2016-08, AMENDING THE GENERAL PLAN AND AREA #1 OF THE SHAW AVENUE SPECIFIC PLAN TO ALLOW MULTI-FAMILY AND SINGLE-FAMILY RESIDENTIAL; AND ITEM 1A3 - APPROVED INTRODUCTION - ORD. 16-28, R2016-09, APPROVING AN AMENDMENT TO THE P-C-C (PLANNED COMMERCIAL CENTER) ZONE DISTRICT TO ACCOMMODATE ADDITIONAL RESIDENTIAL USES

Associate Planner George Gonzales presented a report on various items associated with approximately 20 acres of land located on the south side of Santa Ana Avenue, between Clovis Avenue and Sierra Vista Parkway. The applicant is requesting to amend the General Plan Land Use Diagram and Area #1 of the Shaw Avenue Specific Plan to allow multi-family and single-family residential for approximately 20 acres of property on the south side of Santa Ana Avenue, west of Sierra Vista Parkway, and amend the P-C-C (Planned Commercial Center) Zone District for the same project site to accommodate additional residential uses. Approval of this Project would allow the developer to continue processing a site plan review and development drawings for the multi-family product.

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

Scott Vincent, representing the applicant, commented on and spoke in favor of the requests. Discussion by the Council.

Motion by Councilmember Flores, seconded by Councilmember Ashbeck, for the Council to approve **Resolution 16-170**, approving an environmental finding of a Mitigated Negative Declaration for GPA2016-08, R2016-09 and SPR2016-05.

Motion by Councilmember Flores, seconded by Councilmember Ashbeck, for the Council to approve **Resolution 16-171**, GPA2016-08, amending the General Plan and Area #1 of the Shaw Avenue Specific Plan to allow multi-family and single-family residential.

Motion by Councilmember Flores, seconded by Councilmember Ashbeck, for the Council to approve the Introduction **Ordinance 16-28**, R2016-09, approving an amendment to the P-C-C (Planned Commercial Center) Zone District to accommodate additional residential uses.

6:36 ITEM 2A1 - APPROVED ADOPTION - ORD. 16-26, AMENDING VARIOUS SECTIONS OF TITLE 4, CHAPTER 4.4 ARTICLE 1 OF THE CLOVIS MUNICIPAL CODE RELATING TO THE CALIFORNIA FIRE CODE. (VOTE: 3-0-1 WITH COUNCILMEMBER ASHBECK ABSENT)

Mayor Magsig indicated that this item was on the regular agenda because at introduction on November 7, 2016, it was approved 3-0-1 with Councilmember Ashbeck absent. Councilmember Ashbeck indicated that she had not had time to review the reports and would abstain. There being no public comment, Mayor Magsig closed the public portion. Discussion by the Council. Motion by Councilmember Whalen, seconded by Councilmember Flores, for the Council to adopt **Ordinance 16-26**, amending various sections of Title 4, Chapter 4.4 Article 1 of the Clovis Municipal Code relating to the California Fire Code. Motion carried 3-0-0-1 with Councilmember Ashbeck abstaining.

6:37 ITEM 2A2 - APPROVED ADOPTION - ORD. 16-27, R2016-13, APPROVING A MASTER PLAN COMMUNITY (M-P-C) ZONING DISTRICT. (VOTE: 3-0-1 WITH COUNCILMEMBER ASHBECK ABSENT)

Mayor Magsig indicated that this item was on the regular agenda because at introduction on November 7, 2016, it was approved 3-0-1 with Councilmember Ashbeck absent. Councilmember Ashbeck indicated that she had not had time to review the reports and would abstain. There being no public comment, Mayor Magsig closed the public portion. Discussion by the Council. Motion by Councilmember Whalen, seconded by Councilmember Flores, for the Council to adopt Ordinance 16-27, approving a Master Plan Community (M-P-C) Zoning District. Motion carried 3-0-0-1 with Councilmember Ashbeck abstaining.

6:38 ITEM 2A3 - APPROVED POLICY DIRECTION CONCERNING CHANGES TO THE CITY'S SPHERE OF INFLUENCE.

Assistant City Manager John Holt and Economic Development Manager Andy Haussler presented a report on a request for Council to affirm prior action and provide policy direction concerning changes to the City's Sphere of Influence in the Northeast. The City

of Clovis Sphere of Influence was last amended in 2015. In September 2014, City Council provided policy direction to move forward with a sphere change in the northwest and a portion of the northeast. Since that time, Fresno County and the Local Agency Formation Commission (LAFCo) approved the SOI in the northwest for adding approximately 860 acres. At that same meeting in 2014, Council directed staff to move forward with pursuing a sphere change in the northeast after completing the northwest sphere change. After having completed the sphere change in the northwest, and in working with area property owners, staff is now prepared to move forward with an SOI change in the northeast. Council policy direction regarding the SOI will assist staff to begin discussions with Fresno County and LAFCo. Dirk Poeschel, representing the applicant, spoke in support of the proposed changes. Jose Mora, representing the Economic Development Corporation, spoke in support of the proposed changes. Discussion by the Council. It was the consensus of City Council to affirm moving forward with northeast sphere change and direct staff to move expeditiously and to ensure that the terms of the existing tax sharing agreement are consistent with the existing agreement.

6:58 ITEM 3 - CITY MANAGER COMMENTS

City Manager Rob Woolley wished all a happy Thanksgiving next week.

6:59 ITEM 4A - COUNCIL COMMENTS

Councilmember Flores commented on the big changes that are taking place with retirements and people moving on to other positions.

Councilmember Whalen commented on the Veteran's Day dinner at the Clovis Veteran's Memorial District last Friday.

Councilmember Ashbeck commented on the passing of her father and indicated that she was working to have her father buried at Arlington Cemetery next to her mom.

Mayor Magsig commented on spending time with retired Councilmember Armstrong, asked for people to visit him, and wished all a happy Thanksgiving.

ADJOURNMENT

Mayor Magsig adjourned the meeting of the Council to December 5, 2016

Meeting adjourned: 7:05 p.m.

Mayor

City Clerk



AGENDA ITEM NO: **CC-A-2**

CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: December 5, 2016

SUBJECT: Adopt – Ord. 16-28, R2016-09, A request to approve an amendment to the P-C-C (Planned Commercial Center) Zone District to accommodate additional residential uses. (Vote 4-0)

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



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

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community & Economic Development

DATE: December 5, 2016

SUBJECT: Approval - Waive the City's Standard Bid Procedure and Enter Into an Agreement with Habitat for Humanity Fresno County to Provide Inspection Services for Implementation of the Clovis Home Rehabilitation Grant Program.

ATTACHMENT: (A) Professional Services Agreement

CONFLICT OF INTEREST

None

RECOMMENDATION

Waive the City's Standard Bid Procedure for Contract with Habitat for Humanity Fresno County to provide inspection services for implementation of the Clovis home rehabilitation grant program.

BACKGROUND

On an annual basis, Clovis receives a Community Development Block Grant (CDBG) allocation, a portion of which is used for a program to repair owner-occupied homes occupied by low-income homeowners.

For the 2016-17 program year, the budget for this program has been substantially increased to assist more households. In order to move forward with the program, an inspector is needed to inspect the applicant properties, prepare a scope of work, and ensure that all work is completed per program requirements. Due to the technical nature of the responsibilities of an inspector for this program, it is imperative that he or she be licensed by the State of California as a general contractor.

Habitat for Humanity Fresno County has a long history of working with the City of Clovis, so staff contacted them about the possibility obtaining the services of one of their state-licensed contractors to provide inspection services for program. The Habitat for Humanity Fresno County Board was agreeable to the partnership.

FISCAL IMPACT

The funds will be paid through grant funding, and have been budgeted in the 2016-17 budget. The total cost will not exceed \$24,000.

REASON FOR RECOMMENDATION

Habitat for Humanity Fresno County is a nonprofit with proven knowledge of construction, and can provide an inspector who is licensed as a general contractor through the State of California. Because they are a nonprofit, this partnership will allow Habitat for Humanity to earn money for their services which can then be recycled into the construction of new affordable housing in Clovis.

ACTIONS FOLLOWING APPROVAL

Staff will draft a purchase order for the City's Manager's approval to initiate the contract between Habitat for Humanity Fresno County and the City of Clovis.

Prepared by: Heidi Crabtree, Housing Program Coordinator



Submitted by: Andrew Haussler, Community and Economic Development Director



ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT FOR INSPECTION SERVICES

This Inspection Services Agreement ("Agreement") is entered into this 5th day of December, 2016 between the City of Clovis, a California general law city ("City") and Habitat for Humanity of Fresno County, a California non-profit corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement.

RECITALS

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signatures on Next Page

HABITAT FOR HUMANITY
OF FRESNO COUNTY

By: _____
Matthew Grundy, Executive Director

Date: _____

By: _____
Randy Kammerer, Board Chairman

Date: _____

CITY OF CLOVIS

By: _____
Robert Woolley, City Manager

Date: _____

ATTEST:

John Holt, City Clerk

APPROVED AS TO FORM:

By: _____
David J. Wolfe, City Attorney

J:\wdocs\00604\129\agt\00451252.DOC

EXHIBIT A

DESCRIPTION OF SERVICES

A. General Duties and Responsibilities.

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

B. Specific Duties and Responsibilities.

Specifically, Consultant shall be responsible for the following:

1. Within seven (7) days of notification from City staff (i.e. Housing Program Coordinator) of an applicant with preliminary program approval for home repair, the Consultant's inspector shall schedule an initial inspection of the home with the homeowner/applicant, and shall notify City staff of the inspection appointment.
2. The inspector will conduct the initial inspection of the home, and prepare a scope of work based on the most critical repair needs (including applicability of all required permits) for the repair of the unit. The scope of work and photographs of the deficiencies shall be provided to City staff within seven (7) days of the initial inspection of the unit.
6. After the construction contract is fully executed and work begins, the construction manager shall ensure that work is progressing on schedule and that it is being performed in accordance with the requirements of the construction contract.
7. The inspector shall conduct an inspection whenever the contractor submits a request for change order. Change order requests shall require the approval of both the construction manager and the City staff.
10. Once notified by City staff that a final invoice has been received from the contractor, the inspector shall conduct a final inspection of the unit and prepare a punch list of outstanding and/or uncompleted items, if applicable. If a list of outstanding items is prepared, the inspector shall conduct a subsequent inspection to ensure that all items on the list have been completed.

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

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

13. Consultant will be paid a flat rate of \$300.00 per completed housing unit. City will tender payment to consultant within thirty (30) days of submission of all documents set forth in Item 12 of this Subsection B of this Exhibit.

C. Staffing.

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

D. Trivial Variations in the Work.


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

E. Quality Review and Inspections.

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



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

City Manager: 

CITY OF CLOVIS REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: December 5, 2016

SUBJECT: Receive and File - Investment Report for the Month August 2016

Exhibits:

- (A) Distribution of Investments
- (B) Monthly Investment Transactions
- (C) Certificates of Deposit
- (D) Graph of August 31, 2016 Treasury Rates

Attached is the Investment Report for the month of August 2016. Shown in Exhibit A is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Exhibit B reflects the monthly investment transactions for the month of August 2016. Exhibit C lists the certificates of deposit. Exhibit D is a graph of Treasury rates on August 31, 2016.

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

1. Assets are invested in adherence with the safeguards and diversity of a prudent investor.
2. The portfolio is invested in a manner consistent with the primary emphasis on preservation of the principal, while attaining a high rate of return consistent with this guideline. Trading of securities for the sole purpose of realizing trading profits is prohibited.
3. Sufficient liquidity is maintained to provide a source for anticipated financial obligations as they become due.

4. Investments may be made, consistent with the Investment Policy Guidelines, in fixed income securities maturing in three years or less and can be extended to five years with the City Manager's approval.

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90 day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates the City of Clovis portfolio return may be less than that of the annualized 90 day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90 day Treasury bill. The current 90 day Treasury bill rate (annualized) is 0.23%. The rate of return for the City of Clovis portfolio is 0.79%. The goal for the City of Clovis investment return is 120% of the 90 day Treasury bill rate. The current rate of return is 344% of the Treasury bill rate.

In accordance with the Investment Policy the investment period on each investment does not exceed three years and can be extended to five years with the City Manager's approval. As of August 2016 the average investment life of the City's investment portfolio is 0.76 years.

Current Investment Environment and Philosophy

During the month of August 2016 the Federal Reserve did not adjust the federal funds rate and it remained at 0.25 - 0.50%.

On August 31, 2016 the Treasury yield curve shows a steady increase in yields for three month treasuries through six month treasuries. As the holding period extended out beyond six months higher yields are realized.

Certificates of Deposit (CD's)

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

Purchases and Maturities

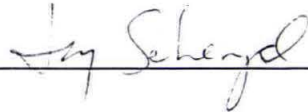
- No government securities were purchased.
- No government securities were called or matured.
- 2 certificates of deposit totaling \$490,000.00 were purchased.
- 2 certificates of deposit totaling \$490,000.00 were called or matured.

Market Environment

- During June, the federal funds rate was maintained at .25% - .50%.
- On August 31, the yield curve increased steadily for shorter term treasuries (through six months) and shows larger increases beyond six month treasuries. See Exhibit D, Graph of Treasury Rates on August 31, 2016.

Prepared by: Haley Lynch, Deputy Finance Director

Submitted by: Jay Schengel, Assistant Finance Director

A handwritten signature in cursive script, reading "Jay Schengel", is written over a horizontal line.

**CITY OF CLOVIS
DISTRIBUTION OF INVESTMENTS
AS OF AUGUST 31, 2016**

Exhibit A

	COST	NET BOOK VALUE	MARKET VALUE *	YIELD TO MATURITY	STATED INTEREST RATE	INVEST DATE	MATURITY DATE	DAYS TO MATURITY FROM 8/31/2016
<u>GOV'T SECURITIES</u>								
FFCB	2,999,063	2,999,063	3,000,120	0.450%	0.450%	04/23/15	09/16/16	16
FFCB	2,001,120	2,001,120	2,000,300	0.480%	0.480%	05/19/15	10/19/16	49
FHLMCMTN	3,010,053	3,010,053	3,008,520	1.000%	1.000%	12/01/15	03/08/17	433
FHLMC	3,007,944	3,007,944	3,010,800	1.000%	1.000%	12/01/15	07/28/17	575
FHLB	3,015,870	3,015,870	3,016,050	1.125%	1.125%	07/02/15	12/08/17	464
FFCB	1,000,000	1,000,000	1,000,000	1.080%	1.080%	04/13/15	04/13/18	590
FNMA	2,998,479	2,998,479	3,006,270	0.875%	0.875%	09/29/15	05/21/18	628
FHLMCMTN	3,000,000	3,000,000	3,001,950	1.250%	1.250%	04/29/16	01/29/19	881
FHLB	3,000,000	3,000,000	3,000,030	1.250%	1.250%	04/29/16	04/29/19	971
FNMA	3,018,480	3,018,480	3,021,030	1.125%	1.125%	06/09/16	12/14/18	835
FFCB	3,007,560	3,007,560	3,008,520	1.300%	1.300%	06/09/16	06/06/19	1,009
FNMA	3,006,150	3,006,150	3,001,680	1.250%	1.250%	07/13/16	06/28/19	1,031
FNMA	3,002,400	3,002,400	2,998,890	1.250%	1.250%	07/26/16	07/26/19	1,059
SECURITIES TOTAL	\$ 36,067,119	\$ 36,067,119	\$36,074,160					
LAIF		\$ 50,138,032	\$ 50,138,032					
MONEY MARKET		\$ 9,691,963	\$ 9,691,963					
PREMIUM-IOC		\$ -	\$ -					
TOTAL CD'S		\$ 16,233,939	\$ 16,310,640					
TOTAL INVESTMENTS		\$ 112,131,053	\$ 112,214,795					

* Market values for securities obtained from BNY Western Trust Company

Exhibit A

**CITY OF CLOVIS
MONTHLY INVESTMENT TRANSACTIONS
FOR THE MONTH OF AUGUST 2016**

Exhibit B

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
Needham Co.	CD	Maturity	(245,000)	(245,000)	0.750%	08/15/16	08/15/16
USNY Bank Geneva	CD	Maturity	(245,000)	(245,000)	0.450%	08/26/16	08/26/16
Wex Bank	CD	Purchase	245,000	245,000	1.200%	08/12/16	08/12/19
FNB of McGregor	CD	Purchase	245,000	245,000	1.100%	08/18/16	08/19/19

PORTFOLIO DATA

Current Month (08/16)

	Book	Market
CD'S	\$ 16,233,939	\$16,310,640
Gov't Securities*	36,067,119	36,074,160
LAIF	50,138,032	50,138,032
Money Market	9,691,963	9,691,963
Premium IOC	0	0
TOTAL	\$ 112,131,053	\$112,214,795

One Month Previous (7/16)

	Book	Market
CD'S	\$ 16,234,000	\$16,313,527
Gov't Securities*	36,067,219	36,074,160
LAIF	50,138,032	50,138,032
Money Market	9,691,963	9,691,963
Premium IOC	0	0
TOTAL	\$ 112,131,214	\$112,217,682

Three Months Previous (5/16)

	Book	Market
CD'S	\$ 16,724,000	\$ 16,794,301
Gov't Securities*	27,032,629	27,002,810
LAIF	50,069,913	50,069,913
Money Market	9,691,963	9,691,963
Premium IOC	0	0
TOTAL	\$ 103,518,505	\$ 103,558,987

Six Months Previous (2/16)

	Book	Market
CD'S	\$ 17,459,000	\$ 17,489,946
Gov't Securities*	33,034,669	33,022,690
LAIF	50,012,183	50,012,183
Money Market	9,691,963	9,691,963
Premium IOC	899	899
TOTAL	\$ 110,198,714	\$ 110,217,681

One Year Previous (08/15)

	Book	Market
CD'S	\$ 18,290,000	\$ 18,273,256
Gov't Securities*	38,018,093	36,167,210
LAIF	49,925,739	49,925,739
Money Market	9,691,963	9,691,963
Premium IOC	11,002,958	11,002,958
TOTAL	\$ 126,928,753	\$ 125,061,126

*Adjusted Quarterly for Premium/Discount Amortization

Exhibit C

CITY OF CLOVIS
CERTIFICATES OF DEPOSIT
AS OF AUGUST 31, 2016

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 08/31/16	INTEREST FREQUENCY
PARK NATIONAL BANK	245,000	245,025	0.900%	09/19/14	09/19/16	19	MONTHLY
G E CAPITAL RETAIL BANK	245,000	245,174	1.200%	10/11/13	10/11/16	41	SEMI-ANNUALLY
COMENITY CAPITAL BANK	245,000	245,179	1.100%	10/15/13	10/17/16	47	MONTHLY
CIT BANK	240,000	240,281	1.250%	10/30/13	10/31/16	61	SEMI-ANNUALLY
FIDELITY BANK	245,000	245,086	0.550%	05/21/15	11/21/16	82	SEMI-ANNUALLY
GRUNDY NATIONAL	245,000	245,157	0.800%	08/19/14	11/21/16	82	MONTHLY
MERCANTILE COMMUNITY BANK	245,000	245,292	1.000%	12/17/14	12/19/16	110	SEMI-ANNUALLY
MB FINANCIAL	245,000	245,191	0.700%	06/29/15	12/29/16	120	MONTHLY
FIRST NATIONAL BANK	245,000	245,365	0.800%	07/16/14	01/17/17	139	MONTHLY
UNITED REP BANK	245,000	245,225	0.550%	05/29/15	01/30/17	152	MONTHLY
COMPASS BANK	245,000	245,657	1.000%	02/26/14	02/27/17	180	SEMI-ANNUALLY
BAR HARBOR BANK	245,000	245,321	0.750%	06/30/15	02/28/17	181	MONTHLY
FIRST CITY BANK OF COMMERCE	245,000	245,064	1.000%	07/25/14	03/24/17	205	MONTHLY
MINNESOTA NATIONAL	245,000	245,434	0.800%	07/15/15	04/17/17	229	MONTHLY
TRADITION CAPITAL	245,000	245,434	0.800%	07/17/15	04/17/17	229	MONTHLY
UNITED	245,000	245,434	0.650%	07/15/15	04/17/17	229	MONTHLY
BARCLAYS BANK	245,000	245,809	1.050%	04/15/14	04/18/17	230	SEMI-ANNUALLY
NBT BANK	245,000	245,872	1.000%	05/14/14	05/15/17	257	SEMI-ANNUALLY
FRANKLIN SYNERGY	245,000	245,537	0.900%	07/17/15	05/17/17	259	MONTHLY
MERRICK BANK	245,000	245,848	0.900%	06/11/14	06/12/17	285	MONTHLY
NORTHBROOK BANK AND TRUST	245,000	245,840	1.000%	06/27/14	06/27/17	300	SEMI-ANNUALLY
FIRSTTRUST	245,000	245,703	1.000%	06/30/15	06/30/17	303	MONTHLY
APPLE BK	244,939	246,107	1.000%	01/13/16	07/13/17	316	SEMI-ANNUALLY
BANK HAPOALIM	245,000	245,936	1.150%	07/17/14	07/17/17	320	SEMI-ANNUALLY
EVERBANK FLORIDA	230,000	231,136	1.250%	06/24/14	07/17/17	320	SEMI-ANNUALLY
AMERICAN EXPRESS	245,000	246,100	1.200%	08/07/14	08/07/17	341	SEMI-ANNUALLY
CUSTOMER'S BANK	245,000	246,468	1.350%	09/10/14	09/11/17	376	SEMI-ANNUALLY
CAMBRIDGE TRUST	245,000	245,862	1.050%	07/22/15	09/22/17	387	MONTHLY
CAPITAL ONE BANK	245,000	245,892	1.350%	10/01/14	10/02/17	397	SEMI-ANNUALLY
PINNACLE BANK SCOTTSDALE	245,000	246,225	1.100%	10/30/14	10/30/17	425	MONTHLY
DOLLAR BANK FED	245,000	246,245	1.200%	11/17/14	11/17/17	443	SEMI-ANNUALLY
BANKUNITED	245,000	246,220	1.200%	11/21/14	11/21/17	447	SEMI-ANNUALLY
FLUSHING BANK	245,000	246,399	1.300%	12/12/14	12/12/17	468	MONTHLY
CATHAY BANK	245,000	246,487	1.150%	07/07/15	12/29/17	485	MONTHLY
GUARANTY BANK	245,000	245,247	0.900%	05/15/15	01/16/18	503	MONTHLY
MERCANTILE BANK	245,000	245,737	1.050%	01/30/15	01/30/18	517	MONTHLY
JP MORGAN CHASE	245,000	247,198	1.200%	02/27/15	02/27/18	545	QUARTERLY
CONNECTONE BANK	245,000	247,014	1.150%	03/13/15	03/13/18	559	MONTHLY
WEBBANK CORP	245,000	245,100	1.200%	03/27/15	03/27/18	573	MONTHLY
PEOPLES UNITED	245,000	245,684	1.050%	04/15/15	04/16/18	593	SEMI-ANNUALLY
INVESTORS BANK	245,000	247,036	1.100%	04/30/15	04/30/18	607	SEMI-ANNUALLY
YADKIN BANK	245,000	246,644	1.050%	05/08/15	05/08/18	615	MONTHLY
WORLDS FOREMOST	200,000	201,172	1.300%	05/13/15	05/14/18	621	MONTHLY
B-BAY LLC PROMI	245,000	246,433	1.300%	05/22/15	05/22/18	629	SEMI-ANNUALLY
COMMERCE BANK	245,000	245,059	1.250%	06/18/15	06/18/18	656	MONTHLY
FIRST COMMERCIAL	245,000	246,431	1.250%	06/26/15	06/26/18	664	MONTHLY
ENERBANK	245,000	247,553	1.400%	07/14/15	07/13/18	681	MONTHLY
WELCH STATE BANK	245,000	247,560	1.350%	07/17/15	07/17/18	685	MONTHLY
CAPITAL ONE N.A.	245,000	248,026	1.650%	07/29/15	07/30/18	698	SEMI-ANNUALLY
ORRSTOWN BANK	245,000	245,054	1.450%	08/14/15	08/14/18	713	MONTHLY
FIRST BUSINESS	245,000	248,543	1.400%	08/18/15	08/17/18	716	SEMI-ANNUALLY
BUCKS COUNTY BANK	245,000	248,577	1.300%	08/31/15	08/31/18	730	MONTHLY
WASHINGTON COUNTY	129,000	130,938	1.250%	09/23/15	09/24/18	754	MONTHLY
KEY BANK	245,000	248,717	1.300%	11/12/15	11/13/18	804	SEMI-ANNUALLY
WELLS FARGO BANK	245,000	248,450	1.400%	11/12/15	11/13/18	804	MONTHLY
GOLDMAN SACHS BK	245,000	249,934	1.750%	01/13/16	01/14/19	866	SEMI-ANNUALLY
FIRST SAVINGS BANK	245,000	245,061	1.250%	02/19/16	02/19/19	902	MONTHLY
FIRST WESTERN	245,000	248,560	1.150%	02/26/16	02/26/19	909	MONTHLY
KATAHDIN TRUST	245,000	246,112	1.200%	02/26/16	02/26/19	909	MONTHLY
BRYN MAWR TR	245,000	247,372	1.200%	03/30/16	03/29/19	940	MONTHLY
PRIVATE BANK	245,000	246,691	1.100%	05/20/16	05/20/19	992	SEMI-ANNUALLY
HORIZON BANK	245,000	245,703	1.100%	05/25/16	05/24/19	996	MONTHLY
QUANTUM NATIONAL BANK	245,000	245,069	1.150%	06/22/16	06/21/19	1,024	QUARTERLY
DISCOVER BANK	245,000	245,657	1.200%	07/01/16	07/01/19	1,034	SEMI-ANNUALLY
NORTHERN BANK TRUST	245,000	245,529	1.100%	07/12/16	07/12/19	1,045	QUARTERLY
WEX BANK	245,000	244,897	1.200%	08/12/16	08/12/19	1,076	SEMI-ANNUALLY
FNB OF MCGREGOR	245,000	244,882	1.100%	08/18/16	08/19/19	1,083	MONTHLY
Negotiable CD TOTAL	\$ 16,233,939	\$ 16,310,640					
CD TOTAL	\$ 16,233,939	\$16,310,640					

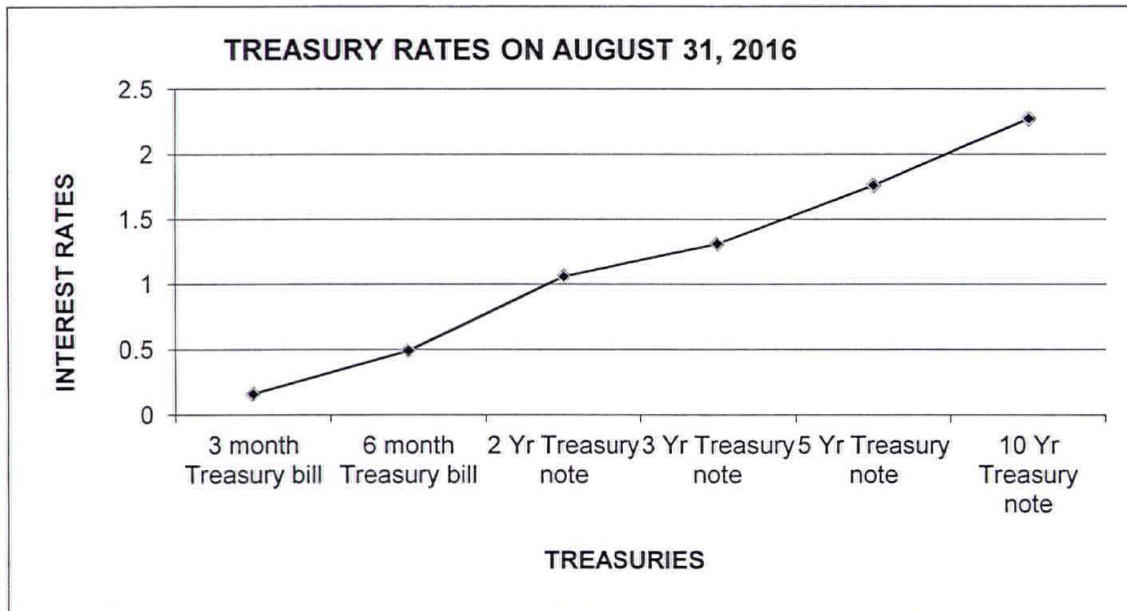
Exhibit C

**CITY OF CLOVIS
FINANCE DEPARTMENT
AUGUST 31, 2016 TREASURY RATES**

Exhibit D

Treasury Rates as of August 31, 2016


3 month Treasury bill	0.33
6 month Treasury bill	0.47
2 Yr Treasury note	0.80
3 Yr Treasury note	0.92
5 Yr Treasury note	1.19
10 Yr Treasury note	1.58



As indicated in the above graph, 6 month treasuries are yielding a slightly higher interest rate than 3 month treasuries. Longer term treasuries are yielding a higher interest rate than shorter term treasuries.



AGENDA ITEM NO: **CC-D-2**

City Manager: 

CITY OF CLOVIS REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department 

DATE: December 5, 2016

SUBJECT: Receive and File - Treasurer's Report for the Month of August 2016

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

Attached for the Council's information is the Treasurer's Report for the month ended **August 31, 2016**.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements and fund balances. The first page of the report provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. The second page of the report summarizes the investment activity for the month and distribution, by type of investment, held by the City. The third page lists all investments with original maturities exceeding one year as of the month ended **August 31, 2016**.

CITY OF CLOVIS
STATEMENT OF CASH BALANCES
AS OF AUGUST 31, 2016

Previous Balance	\$	34,710,477.44
Deposits		12,868,156.32
Disbursements		(12,850,003.01)
Current Balance	\$	34,728,630.75

<u>FUNDS</u>	<u>BALANCE</u>
100 General Fund	\$ 6,666,248.80
201 Local Transportation	10,195,896.18
202 Parking and Business Improvements	79,629.59
203 Off Highway Use	66,268.64
205 Senior Citizen Memorial Trust	48,405.61
207 Landscape Assessment District	2,111,894.78
208 Blackhorse III (95-1) Assessment District	104,594.84
275 HCD Block Grant Fund	275,656.08
301 Park & Recreation Acquisition	4,268,828.05
305 Refuse Equipment Reserve	1,237,865.35
310 Special Street Deposit Fund	15,449,943.69
313 Successor Agency	1,199,955.08
314 Housing Successor Agency	522,875.73
402 1976 Fire Bond Redemption	25,591.17
404 1976 Sewer Bond Redemption Fund	381,833.93
501 Community Sanitation Fund	13,526,165.77
502 Sewer Service Fund	29,012,739.60
504 Sewer Capital Projects-Users	1,307,636.50
506 Sewer Capital Projects-Developer	(3,193,305.09)
507 Water Service Fund	26,197,685.41
508 Water Capital Projects-Users	3,031,328.40
509 Water Capital Projects-Developer	1,142,218.61
515 Transit Fund	986,796.25
540 Planning & Development Services	7,302,604.41
601 Property & Liability Insurance	648,136.46
602 Fleet Maintenance	8,493,913.60
603 Employee Benefit Fund	6,593,934.64
604 General Government Services	7,205,866.48
701 Curb & Gutter Fund	149,436.07
702 Sewer Revolving Fund	121,165.76
703 Payroll Tax & Withholding Fund	2,241,118.51
712 Temperance/Barstow Assmt Dist (98-1)	70,811.86
713 Shepherd/Temperance Assmt Dist (2000-1)	8,750.19
715 Supp Law Enforcement Serv	(21,177.25)
716 Asset Forfeiture	8,380.24
720 Measure A-Public Safety Facility Tax	328,698.02
736 SA Admin Trust Fund	1,421.38
741 SA Debt Service Trust Fund	(941,267.86)
747 Housing Successor Trust Fund	1,137.98
SUBTOTALS	\$ 146,859,683.46
999 Invested Funds	(112,131,052.71)
TOTAL	\$ 34,728,630.75

**CITY OF CLOVIS
SUMMARY OF INVESTMENT ACTIVITY
FOR THE MONTH OF AUGUST 2016**

Balance of Investments Previous Month End		\$ 112,131,052.71
Time Certificates of Deposit Transactions		
Investments	490,000.00	
Withdrawals	(490,000.00)	
Total CD Changes		0.00
Other Changes		
Government Securities	0.00	
US Treasury Notes	0.00	
Local Agency Investment Fund	0.00	
Money Market	0.00	
UBOC-Premium IOC	0.00	
Total Other Changes		0.00
Balance of Investments Current Month End		\$ 112,131,052.71

**CITY OF CLOVIS
DISTRIBUTION OF INVESTMENTS
AS OF AUGUST 31, 2016**

Insured CD's	16,233,938.75
Government Securities	36,067,119.00
Local Agency Investment Fund	50,138,032.13
US Treasury Notes	0.00
Medium Term Notes	0.00
Money Market	9,691,962.83
UBOC-Premium IOC	0.00
Investment Total	\$ 112,131,052.71

CITY OF CLOVIS
ORIGINAL MATURITIES EXCEEDING ONE YEAR
AS OF AUGUST 31, 2016

Institution	Face Value	Investment Balance At Amortized Cost	Maturity	Stated Rate
FFCB-GOVT SEC	\$3,000,000	\$2,999,063	09/16/16	0.450%
FFCB-GOVT SEC	\$2,000,000	\$2,001,120	10/19/16	0.480%
FHLMCMTN-GOVT SEC	\$3,000,000	\$3,010,053	03/08/17	1.000%
FHLMC-GOVT SEC	\$3,000,000	\$3,007,944	07/28/17	1.000%
FHLB-GOV SEC	\$3,000,000	\$3,015,870	12/08/17	1.125%
FFCB-GOVT SEC	\$1,000,000	\$1,000,000	04/13/18	1.080%
FNMA-GOVT SEC	\$3,000,000	\$2,998,479	05/21/18	0.875%
FHLMCMTN-GOVT SEC	\$3,000,000	\$3,000,000	01/29/19	1.250%
FHLB-GOV SEC	\$3,000,000	\$3,000,000	04/29/19	1.250%
FNMA-GOVT SEC	\$3,018,480	\$3,018,480	12/14/18	1.125%
FFCB-GOVT SEC	\$3,007,560	\$3,007,560	06/06/19	1.300%
FNMA-GOVT SEC	\$3,006,150	\$3,006,150	06/28/19	1.250%
FNMA-GOVT SEC	\$3,002,400	\$3,002,400	07/29/19	1.250%



AGENDA ITEM NO: CC-E-1

City Manager: pre

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: December 5, 2016

SUBJECT: Approval – Resolution 16-___; Establishing Settlement Authority for Various Types of Claims Against the City of Clovis

ATTACHMENTS: (1) Resolution 16-___; Establishing Claim Settlement /Claim Denial Authority for Processing Claims Filed With the City of Clovis
(2) Exhibit A

CONFLICT OF INTEREST

None

EXECUTIVE SUMMARY

The City receives various types of general liability claims for property damage, personal injury and other causes. In addition, the City processes workers' compensation claim settlements with employees who have been injured as a result of their employment with the City. Risk Management staff process claim settlements and claim denials based on the dollar amount of the claim and the staff purchasing limits established for City procurement by the City's Purchasing Ordinance. In order to facilitate the timely processing of claims filed against the City, it is recommended that the Council establish updated claim settlement authority parameters based on the revised purchasing limits adopted by Council in 2013.

BACKGROUND

The City of Clovis receives various types of claims for damages, including claims for general liability, property damage, personal injury and workers' compensation claims from employees injured during the course of their employment with the City. Risk Management staff, in consultation with the City Attorney, outside legal counsel, and the City's third-party claims adjusters, process claims for approval or denial based on the claim amounts and the purchasing authority limits specified in the City's Purchasing Ordinance.

On October 21, 2013, the Council approved amendments to the City's Purchasing Ordinance, which included revised purchasing limits for the City Manager, Department Heads and management employees. Staff recommends that the authority to process claims filed against the City be revised to reflect the updated purchasing limits adopted by Council in the 2013 Purchasing Ordinance revision.

Specifically, it is recommended that the Council adopt the following claim settlement / claim denial limits:

<u>Claim Amount</u>	<u>Claim Settlement / Denial Authority</u>
Claims exceeding \$45,000	City Council
Claims exceeding \$25,000 up to \$45,000	City Manager
Claims exceeding \$10,000 up to \$25,000	General Services Director
Claims up to \$10,000	Personnel / Risk Manager

FISCAL IMPACT

None; the recommended action simply authorizes current claim settlement practice for Risk Management staff based on the purchasing authority parameters previously adopted by the Council in the 2013 Purchasing Ordinance revision.

REASONS FOR RECOMMENDATION

The action recommended will assist Risk Management staff in facilitating efficient processing of the various claims received by the City in a timely manner.

ACTIONS FOLLOWING APPROVAL

Claims submitted to the City of Clovis will be processed pursuant to the claims approval / claims denial authority specified above and in Exhibit A attached.

Prepared by: Lori Shively, Personnel / Risk Manager

Submitted by: Robert K. Ford, General Services Director



RKF/personnel/staff reports/claim settlement12-5-16

RESOLUTION 16- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
ESTABLISHING CLAIM SETTLEMENT / CLAIM DENIAL AUTHORITY FOR
PROCESSING CLAIMS FILED WITH THE CITY OF CLOVIS**

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

WHEREAS, the City of Clovis (City) receives various types of claims for damages including claims involving general liability matters, personal injury, property damage, and workers' compensation; and,

WHEREAS, timely settlement or denial of said claims is necessary to protect the City, to comply with applicable laws, and to limit the City's exposure to risk; and,

WHEREAS, establishing staff settlement and / or denial authority makes the claim settlement process more efficient.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Clovis hereby adopts the claim settlement authority levels specified in Exhibit A attached.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 5, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Dated: December 5, 2016

Mayor

City Clerk

Claim Settlement / Claim Denial Authority

<u>Claim Amount</u>	<u>Claim Settlement / Denial Authority</u>
• Claims exceeding \$45,000	City Council
• Claims exceeding \$25,000 up to \$45,000	City Manager
• Claims exceeding \$10,000 up to \$25,000	General Services Director
• Claims up to \$10,000	Personnel / Risk Manager



AGENDA ITEM NO: **CC-E-2**

City Manager: rw

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: December 5, 2016

SUBJECT: Approval – Claim Rejection of the General Liability Claim Submitted on Behalf of Destany N. Molinar, Jimmy J. Molinar and Veronica Molinar.

CONFLICT OF INTEREST

None

RECOMMENDATION

Reject the claim submitted on behalf of Destany N. Molinar, Jimmy J. Molinar and Veronica Molinar.

BACKGROUND

On November 18, 2016, a general liability claim was filed against the City of Clovis on behalf of Destany N. Molinar (a minor), Jimmy J. Molinar (a minor) and Veronica Molinar. On the evening of July 20, 2016, Destany Molinar was crossing a street and was struck by a vehicle driven by a third party. The claim alleges that Ms. Molinar sustained various injuries as a result of this incident. The claimants allege that the City's design, inspection, maintenance, construction, and, the general condition of the intersection, constituted a dangerous condition on public property which contributed to the injuries alleged in the claim.

The claim states that the claimants are seeking \$32,000,000 in damages.

FISCAL IMPACT

Rejection of the claim does not result in any fiscal impact.

REASON FOR RECOMMENDATION

It is recommended that the claim be rejected based on its merits. The City is not liable for this claim. In addition, by rejecting this claim the time in which lawsuits may be filed against the City will begin to run.

ACTIONS FOLLOWING APPROVAL

A letter will be sent to the claimant informing them that the claim has been rejected.

Prepared by: Lori Shively, Personnel/Risk Manager

Submitted by: Robert K. Ford, General Services Director

A handwritten signature in black ink, appearing to be "RKF", written over a horizontal line.



AGENDA ITEM NO: CC-F-1

City Manager: *MA*

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: December 5, 2016

SUBJECT: Approval – Final Acceptance for CIP 16-01, Rubberized Cape Seal 2016

ATTACHMENT: (A) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

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

EXECUTIVE SUMMARY

The project involved applying approximately 91,000 square yards± of rubberized cape seals at various local streets as outlined on the vicinity map. This project also involved 208,000 square yards± of Type II slurry seals at various additional local streets. The work included removal of all existing traffic striping, markings, markers, furnishing and installation/application of rubberized asphalt chip seal, Type II slurry seal, traffic control, street sweeping, cleanup, and traffic striping.

Staff has evaluated the project site for compliance with the Americans with Disabilities Act (ADA) accessibility standards as of December 5, 2016. The project was constructed to meet ADA standards.

Bids were received and the project was awarded to the contractor, Sierra Nevada Construction, Inc., on May 2, 2016. The construction was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1.	Award	\$ 844,007.00
2.	Cost increase/decrease resulting from differences between estimated quantities used for award and actual quantities installed.	\$ 0.00
3.	Contract Change Orders	\$ 0.00
4.	Liquidated Damages Assessed	<u>\$ 0.00</u>
Final Contract Cost		\$ 844,007.00

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

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

Prepared by: Thomas K. Cheng, Project Engineer

Submitted by:

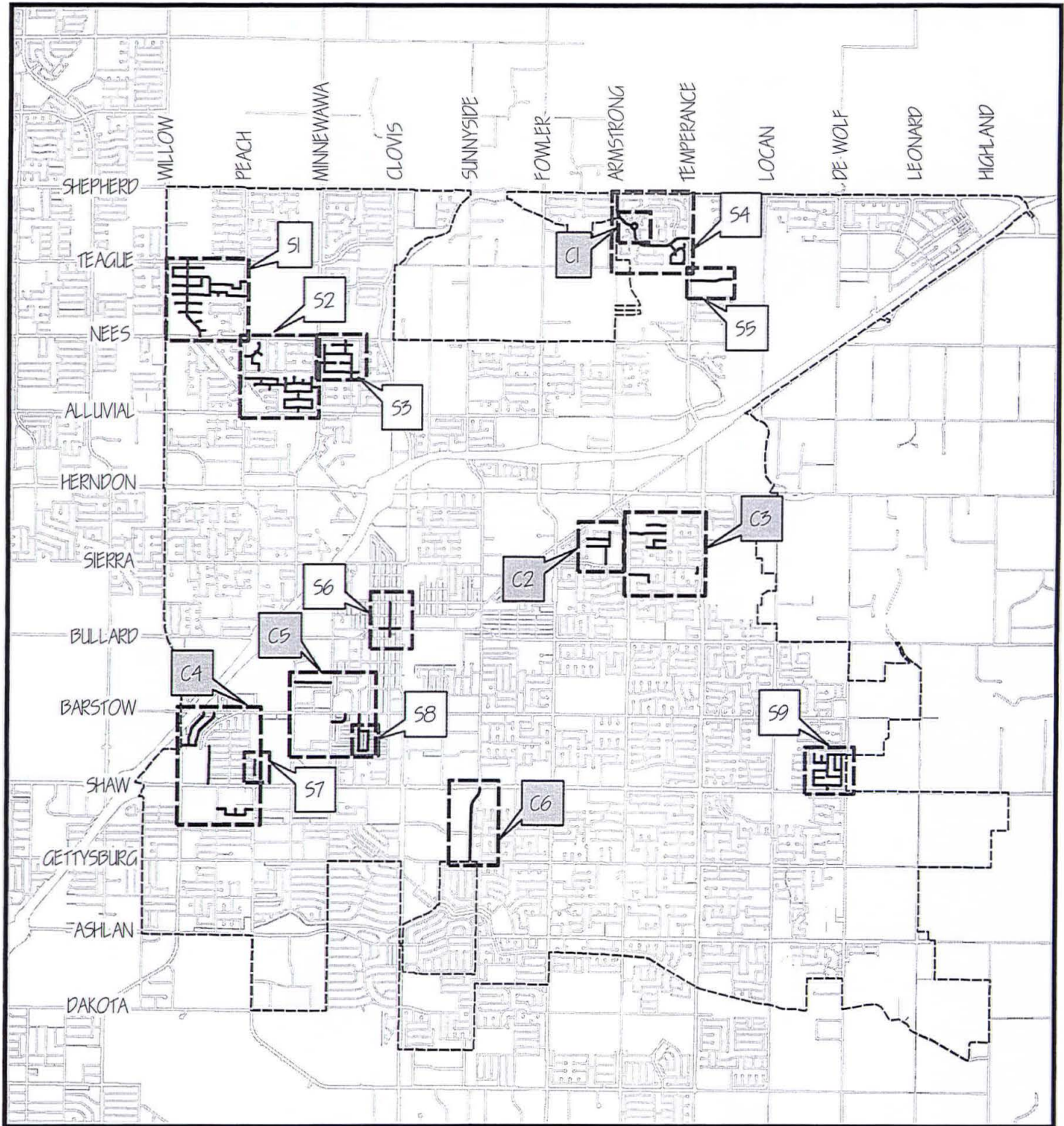

Michael Harrison
Interim City Engineer

Recommended by:


Dwight Kroll
Director of Planning
and Development Services

VICINITY MAP

CIP 16-01 RUBBERIZED CAPE SEAL 2016



MARCH 30, 2016

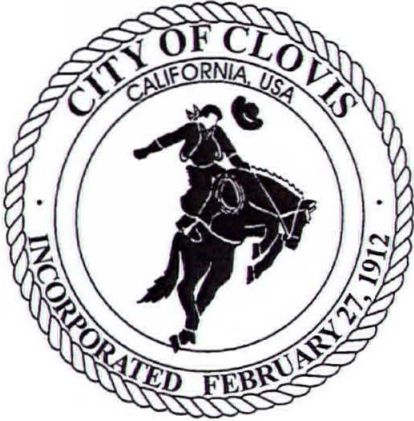
CITY OF CLOVIS PROJECT LOCATIONS

--- CLOVIS CITY LIMITS



ATTACHMENT A

1" = 5000'



AGENDA ITEM NO: CC-F-2

City Manager: 

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: December 5, 2016

SUBJECT: Approval – Res. 16-_____, Final Map Tract 6143, located at the southeast area of Ashlan and Leonard Avenues (Wilson Premier Homes, Wilson Homes)

ATTACHMENTS: Res. 16-_____

(A) Copy of Final Map

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 16-_____, which will:

1. Accept the offer of dedication of street and public utility easements within Tract 6143, and;
2. Authorize recording of the final map.

EXECUTIVE SUMMARY

The owner, Wilson Premier Homes, Wilson Homes, acting as the subdivider, has submitted a final map. The improvement plans are currently being processed for final approval. The improvements to be installed include curb, gutter, sidewalk, street paving, sanitary sewers, landscape & irrigation, and water mains. The subject tract is

located at the Southeast area of Ashlan and Leonard Avenues. It contains 24.8 acres and consists of 168 units, zoned R-1-PRD (Medium Density Single Family Residential).

FISCAL IMPACT

The subdivider will be installing curb, gutter, sidewalk, street paving, sanitary sewers, landscape & irrigation and water mains, which will be perpetually maintained by the City of Clovis.

REASON FOR RECOMMENDATION

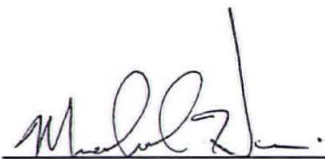
The subdivider has met all conditions of the tentative map. The developer is Wilson Homes and improvement plans are being processed by City staff. The development fees have since been paid or deferred in accordance with Municipal Code.

ACTIONS FOLLOWING APPROVAL

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

Prepared by: David Gonzalez, Junior Engineer

Submitted by:


Michael Harrison
Interim City Engineer

Recommended by:


Dwight Kroll, AICP
Director of Planning and
Development Services

RESOLUTION 16-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6143

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6143, by The City of Clovis, a Municipal Corporation, and

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

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

1. The final map of Tract 6143, consisting of three (3) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.
2. Approval of the Subdivision improvement plans for said tract, consisting of multiple sheets are being completed by City Staff.
3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of \$4,820,000.00.
4. The offer and dedication for public use of the parcels, streets and easements specified on said map are accepted by the City of Clovis and the City Clerk is authorized and directed to execute said subdivision map.
5. This Council finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable general and specific plans of the City of Clovis.

6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) or the sum of \$4,820,000.00 for guaranteeing specific performance of said agreement and for payment of labor and materials furnished by contractors, subcontractors, labormen and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.

7. Subdivider shall furnish a bond in the sum of \$482,000.00 being the amount determined by the City Council of the City as necessary for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the tract against any defective work or labor done, or defective materials furnished. Said bond is required to be furnished prior to acceptance of the tract by the City Council.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 5th, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

SUBDIVISION MAP OF

TRACT NO. 6143

IN THE CITY OF CLOVIS, FRESNO COUNTY, CALIFORNIA
 SURVEYED AND PLATTED IN JULY, 2016 BY HARBOUR & ASSOCIATES
 CONSISTING OF 3 SHEETS
 SHEET 1 OF 3

OWNER'S STATEMENT

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

WILSON PREMIER HOMES, INC., A CALIFORNIA CORPORATION

BY: Leo A. Wilson
 LEO A. WILSON
 PRESIDENT

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

BY: Carl F. Swanson
 CARL F. SWANSON
 VICE-PRESIDENT

FRESNO IRRIGATION DISTRICT, AS EASEMENT HOLDER
 A SEPARATE CONSENT TO FINAL MAP PURSUANT TO GOVERNMENT CODE SECTION 66455.1 FOR PARCEL/TRACT MAP NO. 6143 HAS BEEN EXECUTED BY THE FRESNO IRRIGATION DISTRICT, AS RECORDED DOCUMENT NO. _____, FRESNO COUNTY RECORDS.

NOTARY ACKNOWLEDGEMENTS

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

STATE OF CALIFORNIA)
 COUNTY OF Fresno)

ON November 14, 2016, BEFORE ME Deanne M. Moxness, NOTARY PUBLIC, PERSONALLY APPEARED Leo A. Wilson, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

NAME Deanne Moxness SIGNATURE [Signature]
 MY COMMISSION EXPIRES 2-12-17 COUNTY OF Fresno
 COMMISSION NUMBER 2004183

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

STATE OF CALIFORNIA)
 COUNTY OF Fresno)

ON November 14, 2016, BEFORE ME Deanne M. Moxness, NOTARY PUBLIC, PERSONALLY APPEARED Carl F. Swanson, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

NAME Deanne Moxness SIGNATURE [Signature]
 MY COMMISSION EXPIRES 2-12-17 COUNTY OF Fresno
 COMMISSION NUMBER 2004183

LEGAL DESCRIPTION

THE LAND REFERRED TO IS SITUATED IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LYING SOUTH 00°30'36" EAST, 1322.18 FEET FROM THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 21 EAST, THENCE NORTH 89°54'19" EAST 1322.73 FEET, THENCE SOUTH 00°00'16" EAST 826.87 FEET; THENCE SOUTH 89°55'47" WEST 1322.54 FEET, THENCE NORTH 00°00'36" WEST 830.68 FEET TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER ONE HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS THEREIN AND THEREUNDER, TOGETHER WITHIN ALL EASEMENTS AND RIGHTS NECESSARY OR CONVEYMENT OR THE PRODUCTION, STORAGE AND TRANSPORTATION THEREOF AND THE EXPLORATION AND TESTING OF THE SAID REAL PROPERTY, AND ALSO THE RIGHT TO DRILL FOR, PRODUCE AND USE WATER FROM SAID REAL PROPERTY IN CONNECTION WITH DRILLING OR MINING OPERATIONS THEREON AS RESERVED BY R.C. WILLIS, ET UX, IN DEED RECORDED MARCH 25, 1980 IN BOOK 4364 OF OFFICIAL RECORDS, AT PAGE 449, DOCUMENT 22541.

ALSO EXCEPTING THEREFROM THE WEST 60 FEET THEREOF AS CONVEYED TO THE CITY OF CLOVIS, A MUNICIPAL CORPORATION BY GRANT DEED RECORDED AUGUST 14, 2015, AS DOCUMENT NO. 2015-0103692 OF OFFICIAL RECORDS.

THIS LAND IS SUBJECT TO THE FOLLOWING:

1. AN EASEMENT GRANTED TO FRESNO IRRIGATION DISTRICT FOR REDBANK DITCH (DITCH NO. 388) RECORDED JANUARY 13, 1941 IN BOOK 1894 OF OFFICIAL RECORDS, PAGE 138 UNDER RECORDER'S SERIAL NUMBER 1375, O.R.F.C. THE EXACT LOCATION IS NOT DISCLOSED OF RECORD.
2. RIGHTS INCIDENTAL TO THE EXPLORATION, DEVELOPMENT AND PRODUCTION OF OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, IN, ON AND UNDER THE SUBJECT PROPERTY, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO ENTER UPON SAID LAND, DRILL, STORE, AND WITHDRAW GAS AND TO DEVELOP AND PRODUCE WATER IN CONNECTION WITH THE DEVELOPMENT AND PRODUCTION OF SUCH OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, AS PROVIDED IN THE FOLLOWING: A DEED RESERVED BY R.C. WILLIS, ET UX, RECORDED MARCH 25, 1980 IN BOOK 4364 OF OFFICIAL RECORDS, PAGE 449, UNDER RECORDER'S SERIAL NUMBER 22541.
3. PIPELINE EASEMENT AND SUBSTITUTION AGREEMENT EXECUTED BY FRESNO IRRIGATION DISTRICT AND WILSON PREMIER HOMES, RECORDED NOVEMBER 20, 2015 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2015-014867.
4. ANY SPECIAL TAX WHICH IS NOW A LIEN AND THAT MAY BE LEVIED WITHIN THE COMMUNITY FACILITIES DISTRICT NO. 2004-01, A NOTICE OF WHICH WAS RECORDED AS FOLLOWS: ANNEXATION MAP NO. 47 COMMUNITY FACILITIES DISTRICT NO. 2004-1, RECORDED OCTOBER 24, 2016 IN BOOK 44 OF ASSESSMENT DISTRICT MAPS OF OFFICIAL RECORDS, PAGE 47.

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

STATE OF CALIFORNIA)
 COUNTY OF _____)

ON _____, 2016, BEFORE ME _____, NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

NAME _____ SIGNATURE _____
 MY COMMISSION EXPIRES _____ COUNTY OF _____
 COMMISSION NUMBER _____



SURVEYOR'S STATEMENT

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

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WILSON PREMIER HOMES, INC., ON OCTOBER 1, 2016. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR AFTER THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

GARY J. DIXON L.S. 5277

11-14-16
 DATE

CITY ENGINEER'S STATEMENT

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

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

DATE

CITY CLERK'S STATEMENT

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

DATE

JOHN HOLT, CITY CLERK

RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE PAID \$ _____

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

OF PLATS, AT PAGE(S) _____, FRESNO COUNTY RECORDS, AT THE REQUEST

OF OLD REPUBLIC TITLE COMPANY.

PAUL A. DICTOS, CPA
 FRESNO COUNTY ASSESSOR-RECORDER

BY: _____
 DEPUTY



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

W.O. 614-027

ATTACHMENT A

TRACT NO. 6143

IN THE CITY OF CLOVIS FRESNO COUNTY,
CALIFORNIA SURVEYED AND PLATTED IN
JUNE, 2018 BY HARBOUR AND ASSOCIATES
CONSISTING OF 3 SHEETS
SHEET 2 OF 3
SEE SHEET 3 FOR ALL DATA TABLES

LEGEND:

- ◆ FOUND SECTION CORNER AS NOTED.
- MONUMENT FOUND AS NOTED.
- ⊙ INDICATES FOUND AND ACCEPTED 3/4" IRON PIPE DOWN 6", TAGGED LS 5277.
- () RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK 30 OF RECORD OF SURVEYS AT PAGE 65, F.C.R.
- [] RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK 47 OF RECORD OF SURVEYS AT PAGE 53, F.C.R.
- | | RECORD DATA PER PARCEL MAP NO. 4192 RECORDED IN BOOK 27 OF PARCEL MAPS AT PAGE 21, F.C.R.
- > RECORD DATA PER TRACT NO. 5998 RECORDED IN VOLUME 85 OF PLATS AT PAGES 6 THROUGH 8, F.C.R., ALSO INDICATES MEASURED DATA.
- () RECORD DATA PER TRACT NO. 5701 RECORDED IN VOLUME 85 OF PLATS AT PAGES 48 THROUGH 50, F.C.R., ALSO INDICATES MEASURED DATA.
- 20' PUBLIC ROAD RIGHT OF WAY PER DOCUMENT RECORDED JUNE 4, 1936 IN VOLUME 1498 AT PAGE 469 OF OFFICIAL RECORDS.
- APPROXIMATE CENTERLINE OF REDBANKS DITCH AS DESCRIBED IN DOCUMENT RECORDED JANUARY 13, 1941 IN VOLUME 1894 OF AT PAGE 136 OF OFFICIAL RECORDS.
- GRANT OF EASEMENT GRANTED TO FRESNO IRRIGATION DISTRICT PER DOCUMENT RECORDED NOVEMBER 19, 2015 AS INSTRUMENT NO. 2015-0148347, O.R.F.C.
- PIPELINE EASEMENT AND SUBSTITUTION GRANTED TO FRESNO IRRIGATION DISTRICT PER DOCUMENT RECORDED NOVEMBER 20, 2015 AS INSTRUMENT NO. 2015-0148677, O.R.F.C.
- GRANT OF EASEMENT GRANTED TO FRESNO IRRIGATION DISTRICT PER DOCUMENT RECORDED JANUARY 13, 2016 AS INSTRUMENT NO. 2016-0148677, O.R.F.C.
- LOT PER TRACT NO. 5998 RECORDED IN VOLUME 85 OF PLATS AT PAGES 6 THROUGH 8, F.C.R.
- LOT PER TRACT NO. 5701 RECORDED IN VOLUME 85 OF PLATS AT PAGES 48 THROUGH 50, F.C.R.
- F.C.R. FRESNO COUNTY RECORDS
- O.R.F.C. OFFICIAL RECORDS OF FRESNO COUNTY
- INDICATES WAIVER OF DIRECT VEHICULAR ACCESS RIGHTS.
- THE BLUE BORDER INDICATES THE LIMITS OF THIS SUBDIVISION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN
EASEMENT FOR PUBLIC PURPOSES.

PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION.
LE PUBLIC LANDSCAPE EASEMENT NOW OFFERED FOR DEDICATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR
PUBLIC PURPOSES:

- OUTLOTS A & B. FOR PUBLIC PASSED PURPOSES.
- OUTLOT C. FOR PUBLIC NEIGHBORHOOD PARK PURPOSES.
- OUTLOT D. FOR PUBLIC PEDESTRIAN AND LANDSCAPE PURPOSES.
- PUBLIC STREET AND UTILITY PURPOSES.

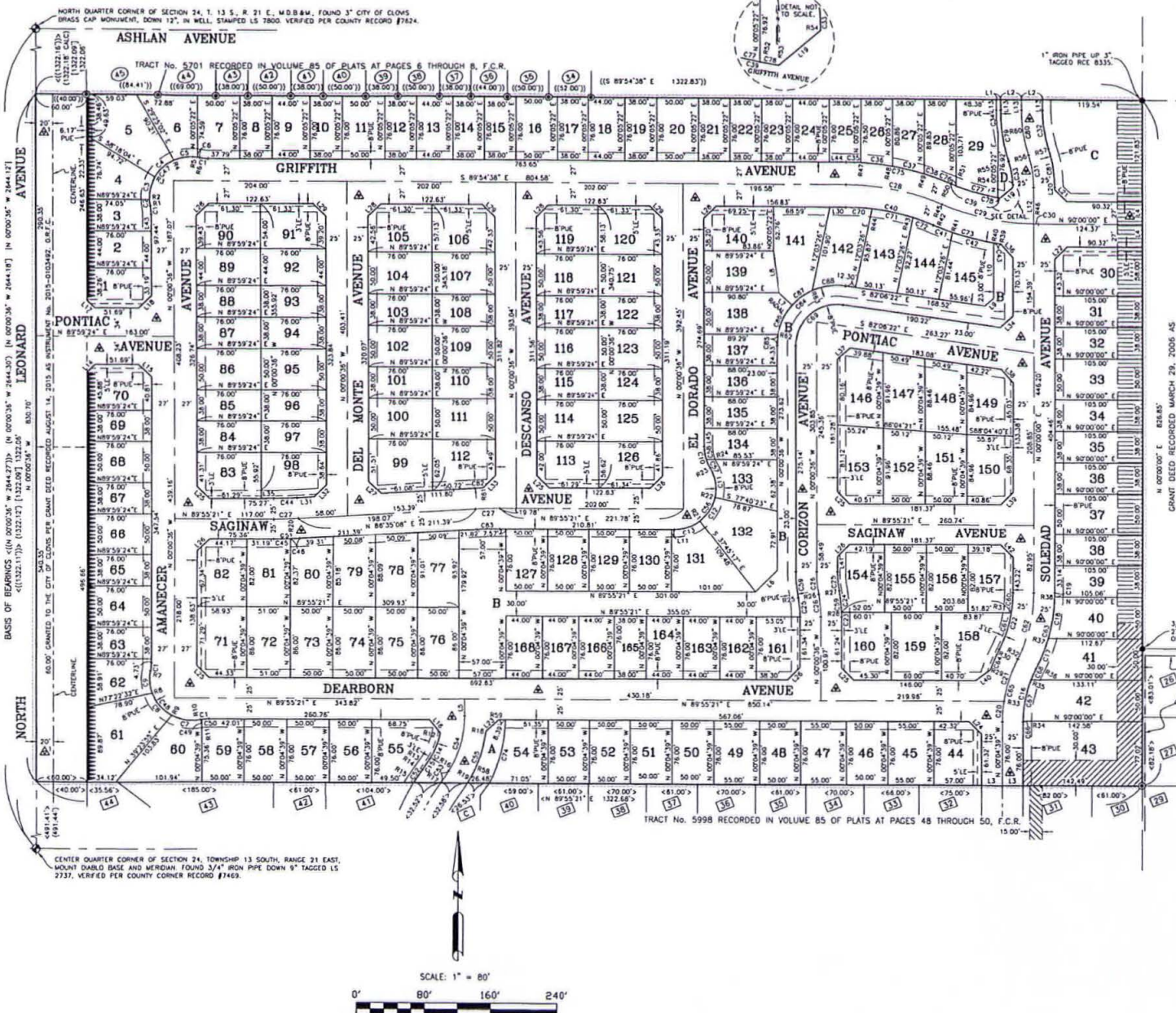
BASIS OF BEARINGS:

THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 13 SOUTH, RANGE 21 EAST, M.D.B.A.W., WAS TAKEN TO BE
NORTH 00°00'35" WEST, AS SHOWN ON RECORD OF SURVEY RECORDED
JANUARY 17, 1980 IN BOOK 30 OF RECORD OF SURVEYS AT PAGE
65, FRESNO COUNTY RECORDS.

NOTES:

1. 3/4" X 30" IRON PIPE, DOWN 0.5', TAGGED LS 5277 SET AT ALL
LOT CORNERS, BLOCK CORNERS AND BEGINNING AND ENDING OF ALL
CURVES, OR WILL BE SET WITHIN ONE YEAR OR ANY APPROVED
EXTENSION THEREOF.

2. DISTANCES NOT MONUMENTED ARE CALCULATED.



LINE DATA:		
LINE NUMBER	BEARING	DISTANCE
L 1	S 89°54'38" E	5.00'
L 2	S 89°54'38" E	25.00'
L 3	N 09°00'00" E	27.00'
L 4	N 09°00'36" W	20.36'
L 5	N 44°57'30" E	36.92'
L 6	S 47°48'16" E	21.78'
L 7	N 07°54'15" W	50.48'
L 8	N 48°58'49" E	14.35'
L 9	N 09°00'00" E	65.73'
L 10	N 89°55'21" E	3.24'
L 11	N 09°00'00" E	44.11'
L 12	N 09°00'22" E	12.30'
L 13	N 44°59'24" E	13.60'
L 14	S 45°00'36" E	20.77'
L 15	S 39°02'14" E	20.50'
L 16	S 45°00'36" E	13.60'
L 17	N 44°59'24" E	20.77'
L 18	N 49°49'48" E	20.52'
L 19	N 09°00'00" E	2.48'
L 20	S 45°00'00" E	20.76'
L 21	S 45°00'00" E	20.76'
L 22	N 49°01'02" E	21.13'
L 23	S 45°04'39" E	20.76'
L 24	S 45°02'38" E	20.78'
L 25	N 44°57'22" E	20.75'
L 26	S 46°42'44" E	20.65'
L 27	N 45°02'23" E	20.77'
L 28	S 44°57'37" E	20.76'
L 29	S 89°54'38" E	18.99'
L 30	N 86°35'08" E	20.06'
L 31	N 43°17'16" E	20.93'
L 32	N 43°56'12" E	20.87'
L 33	N 48°56'49" E	20.54'
L 34	N 89°55'21" E	13.97'
L 35	S 41°18'50" E	21.20'
L 36	N 48°56'31" E	20.54'
L 37	S 41°03'11" E	21.22'
L 38	N 44°57'40" E	20.75'
L 39	N 53°52'16" E	22.28'
L 40	N 09°00'36" W	18.85'
L 41	S 45°02'20" E	20.77'
L 42	N 09°00'36" W	20.25'
L 43	S 89°54'38" E	19.86'
L 44	N 09°00'36" W	22.49'

RADIAL DATA:		
RADIAL NUMBER	RADIAL BEARING	RADIUS
R 1	S 78°30'42" W	50.00'
R 2	S 87°31'29" W	50.00'
R 3	N 60°16'18" W	50.00'
R 4	N 24°29'25" W	50.00'
R 5	N 08°55'12" E	50.00'
R 6	N 11°34'04" E	50.00'
R 7	N 78°31'54" W	50.00'
R 8	S 70°03'28" W	50.00'
R 9	S 28°37'49" W	50.00'
R 10	S 11°33'21" E	50.00'
R 11	N 09°16'05" W	50.00'
R 12	S 77°51'58" E	98.00'
R 13	S 57°58'12" E	98.00'
R 14	S 53°59'51" E	223.00'
R 15	N 58°16'18" W	237.00'
R 16	S 57°58'12" E	250.00'
R 17	S 53°59'51" E	250.00'
R 18	S 82°56'02" E	152.00'
R 19	S 57°58'12" E	152.00'
R 20	S 02°14'22" E	525.00'
R 21	S 38°10'07" E	50.00'
R 22	S 77°58'16" E	50.00'
R 23	N 59°18'24" E	50.00'
R 24	S 71°55'16" W	50.00'
R 25	N 79°30'59" E	125.00'
R 26	N 79°30'59" E	150.00'
R 27	N 79°30'59" E	175.00'
R 28	N 88°00'21" E	175.00'
R 29	N 70°53'13" W	192.00'
R 30	N 62°53'08" W	192.00'
R 31	S 80°45'37" E	150.00'
R 32	S 62°53'08" E	175.00'
R 33	N 81°28'02" W	167.00'
R 34	N 89°35'23" W	142.00'
R 35	N 68°56'40" W	142.00'
R 36	N 62°53'08" W	142.00'
R 37	S 74°04'51" E	200.00'
R 38	S 88°36'31" E	200.00'
R 39	S 07°50'35" W	327.00'
R 40	S 09°28'22" W	327.00'
R 41	S 18°20'08" W	327.00'
R 42	S 32°40'37" W	327.00'
R 43	N 17°16'20" E	273.00'
R 44	N 06°45'50" E	273.00'
R 45	N 22°40'37" E	300.00'
R 46	S 01°04'31" W	300.00'
R 47	N 03°16'13" E	327.00'
R 48	N 09°58'33" E	327.00'
R 49	N 16°49'18" E	327.00'
R 50	N 22°40'37" E	327.00'
R 51	S 21°11'50" W	273.00'
R 52	S 10°12'07" W	273.00'
R 53	S 09°45'58" W	273.00'
R 54	N 89°56'53" E	100.00'
R 55	N 72°04'36" E	100.00'
R 56	N 72°04'36" E	125.00'
R 57	N 72°04'36" E	150.00'
R 58	S 62°35'01" E	175.00'
R 59	S 88°30'33" E	175.00'
R 60	S 82°04'46" W	205.00'
R 61	N 02°13'37" W	525.00'
R 62	N 79°13'04" W	73.00'
R 63	N 24°03'55" W	73.00'

CURVE DATA:				
CURVE NUMBER	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH
C 1	11°28'42"	50.00'	10.02'	10.00'
C 2	9°00'47"	50.00'	7.87'	7.88'
C 3	32°12'13"	50.00'	28.10'	27.73'
C 4	35°49'53"	50.00'	31.27'	30.76'
C 5	33°22'37"	50.00'	29.13'	28.72'
C 6	2°37'52"	50.00'	2.30'	2.30'
C 7	40°11'10"	50.00'	35.07'	34.35'
C 8	41°25'39"	50.00'	38.15'	35.37'
C 9	31°24'38"	50.00'	27.41'	27.07'
C 10	30°41'00"	50.00'	26.78'	26.46'
C 11	42°43'20"	50.00'	37.28'	36.42'
C 12	39°48'09"	50.00'	34.73'	34.04'
C 13	38°05'28"	50.00'	33.24'	32.63'
C 14	19°53'46"	98.00'	34.03'	33.86'
C 15	3°58'21"	223.00'	15.46'	15.46'
C 16	27°11'31"	142.00'	67.39'	66.76'
C 17	11°11'43"	200.00'	39.08'	39.02'
C 18	14°31'40"	200.00'	50.71'	50.58'
C 19	1°23'29"	250.00'	4.88'	4.88'
C 20	8°36'37"	167.00'	25.10'	25.07'
C 21	18°34'54"	167.00'	54.18'	53.93'
C 22	27°06'52"	150.00'	70.99'	70.32'
C 23	1°59'03"	175.00'	6.06'	6.06'
C 24	8°28'22"	175.00'	25.93'	25.91'
C 25	10°28'25"	125.00'	22.85'	22.82'
C 26	10°28'25"	150.00'	27.42'	27.38'
C 27	3°20'13"	500.00'	29.12'	29.12'
C 28	22°35'15"	300.00'	118.27'	117.50'
C 29	21°36'08"	500.00'	113.11'	112.44'
C 30	1°04'31"	300.00'	5.83'	5.83'
C 31	17°55'24"	125.00'	39.10'	38.94'
C 32	18°00'46"	150.00'	47.16'	46.96'
C 33	17°54'17"	100.00'	31.25'	31.12'
C 34	8°00'36"	205.00'	28.66'	28.64'
C 35	3°10'51"	327.00'	18.15'	18.15'
C 36	6°42'20"	327.00'	38.27'	38.25'
C 37	6°50'45"	327.00'	39.07'	39.05'
C 38	5°51'19"	327.00'	33.42'	33.40'
C 39	12°54'39"	273.00'	61.52'	61.39'
C 40	22°35'15"	273.00'	107.82'	106.93'
C 41	4°20'29"	327.00'	24.78'	24.77'
C 42	8°53'48"	327.00'	50.77'	50.72'
C 43	1°35'47"	327.00'	9.11'	9.11'
C 44	3°20'13"	475.00'	27.66'	27.66'
C 45	2°09'43"	525.00'	19.81'	19.81'
C 46	1°10'30"	525.00'	10.77'	10.77'
C 47	11°03'22"	50.00'	98.66'	83.42'
C 48	11°30'12"	50.00'	98.83'	83.40'
C 49	2°17'15"	50.00'	2.00'	2.00'
C 50	9°11'27"	50.00'	8.02'	8.01'
C 51	3°20'13"	525.00'	30.58'	30.57'
C 52	4°16'27"	257.00'	19.17'	19.17'
C 53	3°58'21"	250.00'	17.33'	17.33'
C 54	32°02'24"	125.00'	69.90'	68.99'
C 55	24°57'50"	152.00'	68.23'	65.70'
C 56	10°36'57"	50.00'	105.26'	86.87'
C 57	12°36'53"	50.00'	11.61'	10.99'
C 58	18°04'08"	50.00'	15.77'	15.70'
C 59	10°28'25"	175.00'	31.99'	31.95'
C 60	9°14'23"	150.00'	24.19'	24.16'
C 61	17°52'29"	150.00'	48.80'	48.61'
C 62	27°06'52"	175.00'	82.82'	82.05'
C 63	27°06'52"	200.00'	94.85'	93.77'
C 64	8°00'05"	192.00'	28.81'	28.79'
C 65	27°11'31"	167.00'	79.26'	78.51'
C 66	0°29'16"	142.00'	1.21'	1.21'
C 67	20°38'43"	142.00'	51.17'	50.89'
C 68	6°03'32"	142.00'	15.02'	15.01'
C 69	9°54'14"	50.00'	85.44'	75.42'
C 70	6°40'28"	273.00'	31.80'	31.78'
C 71	10°30'30"	273.00'	50.07'	50.00'
C 72	5°24'17"	273.00'	25.75'	25.74'
C 73	14°50'02"	327.00'	84.66'	84.42'
C 74	25°55'32"	175.00'	78.19'	78.51'
C 75	22°35'15"	327.00'	128.91'	128.08'
C 76	1°28'47"	273.00'	7.05'	7.05'
C 77	10°59'43"	273.00'	52.39'	52.31'
C 78	0°28'09"	273.00'	2.08'	2.08'
C 79	18°00'46"	200.00'	62.88'	62.62'
C 80	18°00'46"	175.00'	55.02'	54.79'
C 81	17°55'24"	150.00'	46.92'	46.73'
C 82	1°11'15"	525.00'	10.88'	10.88'
C 83	3°20'13"	475.00'	27.66'	27.66'
C 84	9°54'14"	73.00'	124.74'	110.11'
C 85	10°47'32"	73.00'	13.75'	13.73'
C 86	31°24'48"	73.00'	40.02'	39.52'
C 87	23°44'21"	73.00'	30.25'	30.03'
C 88	31°57'33"	73.00'	40.72'	40.19'

TRACT NO. 6143

IN THE CITY OF CLOVIS FRESNO COUNTY,
CALIFORNIA SURVEYED AND PLATTED IN
JUNE, 2016 BY HARBOUR AND ASSOCIATES
CONSISTING OF 3 SHEETS
SHEET 3 OF 3



AGENDA ITEM NO: CC-F-3

City Manager: *[Signature]*

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: December 5, 2016

SUBJECT: Approval – Res. 16-_____, Annexation of Proposed Final Map Tract 6143, located at the southeast area of Ashlan and Leonard Avenues, to the Landscape Maintenance District No. 1 of the City Of Clovis (Wilson Premier Homes, Wilson Homes)

ATTACHMENTS: Res. 16-_____

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 16-_____, that will annex proposed Tract 6143, which is located at the southeast area of Ashlan and Leonard Avenues, to the Landscape Maintenance District No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owners, Wilson Premier Homes, Wilson Homes, acting as the subdivider, have requested to be annexed to the Landscape Maintenance District No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tract 6143.

BACKGROUND

Wilson Premier Homes, Wilson Homes, the developer of Tract 6143, has executed a covenant that this development be annexed to the City of Clovis LMD No. 1. An executed copy can be provided on request. Council formed the original District on July

15, 1985, for the purpose of funding the maintenance of landscaped areas and parks. Each annexation to the District has a separate assessment so that the cost of landscape maintenance of this landscaped area will be borne entirely by the benefit area that includes this tract.

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

FISCAL IMPACT

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

	<u>Tract 6143</u>	<u>Year to Date</u>
LMD Landscaping added:	.989 acres	7.216 acres
Resource needs added:	0.099 person	0.722 person

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

REASON FOR RECOMMENDATION

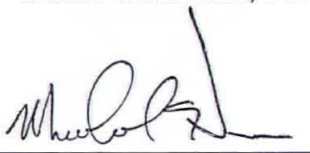
The property owners for the subject tract have requested annexation into the City of Clovis LMD No. 1.

ACTIONS FOLLOWING APPROVAL

Tract 6143 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: David Gonzalez, Junior Engineer

Submitted by:


Michael Harrison
Interim City Engineer

Recommended by:


Dwight Kroll, AICP
Director of Planning
And Development
Services

RESOLUTION 16-

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

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

WHEREAS, all of the owners of property proposed to be annexed to the District consisting of proposed Tract No. 6143, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

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

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

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

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on December 5th, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

Exhibit "A"

LOTS 1 THROUGH 168, INCLUSIVE, OF TRACT NO. 6143, RECORDED IN VOLUME
____ OF PLATS AT PAGES ____ THROUGH ____, FRESNO COUNTY
RECORDS.



AGENDA ITEM NO: CC-F-4

City Manager: AA

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: December 5, 2016

SUBJECT: Approval - Final Acceptance for Tract 6058, located at the Southeast area of Barstow and DeWolf Avenues (Woodside 06N, LP, A California Limited Partnership, Woodside Homes)

ATTACHMENT: (A) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

1. Accept the public improvements for Tract 6058; and authorize recording of the Notice of Completion; and
2. Authorize release of the Performance Surety immediately and then release of the Labor and Materials Surety ninety (90) days after the recordation of the Notice of Acceptance, provided no liens have been filed; and release of the Public Improvements Maintenance Surety upon the expiration of the one-year warranty period, provided any defective work has been repaired to the City's satisfaction; and

EXECUTIVE SUMMARY

The owner, Woodside 06N, LP, A California Limited Partnership (Woodside Homes) has requested final acceptance of the public improvements constructed or installed in conjunction with this tract. The public improvements include all those shown on the subdivision improvement plans approved by the City Engineer. All required

improvements have been completed in accordance with the plans and specifications. The block wall requirement is deferred to a building permit.

FISCAL IMPACT

The costs for periodic routine maintenance, including repairs needed due to deterioration with age and usage, will be incorporated into the annual maintenance budget of the Public Utilities Department as these costs are identified.

REASON FOR RECOMMENDATION

The Subdivision Map Act requires that once construction of the required improvements has been completed in compliance with all codes, plans and specifications, and all other required documents have been completed and submitted, final acceptance is required and the appropriate sureties are released.

ACTIONS FOLLOWING APPROVAL

Record the Notice of Completion and release the Performance, Payment, and Maintenance Sureties as appropriate.

Prepared by: David Gonzalez, Junior Engineer

Submitted by:

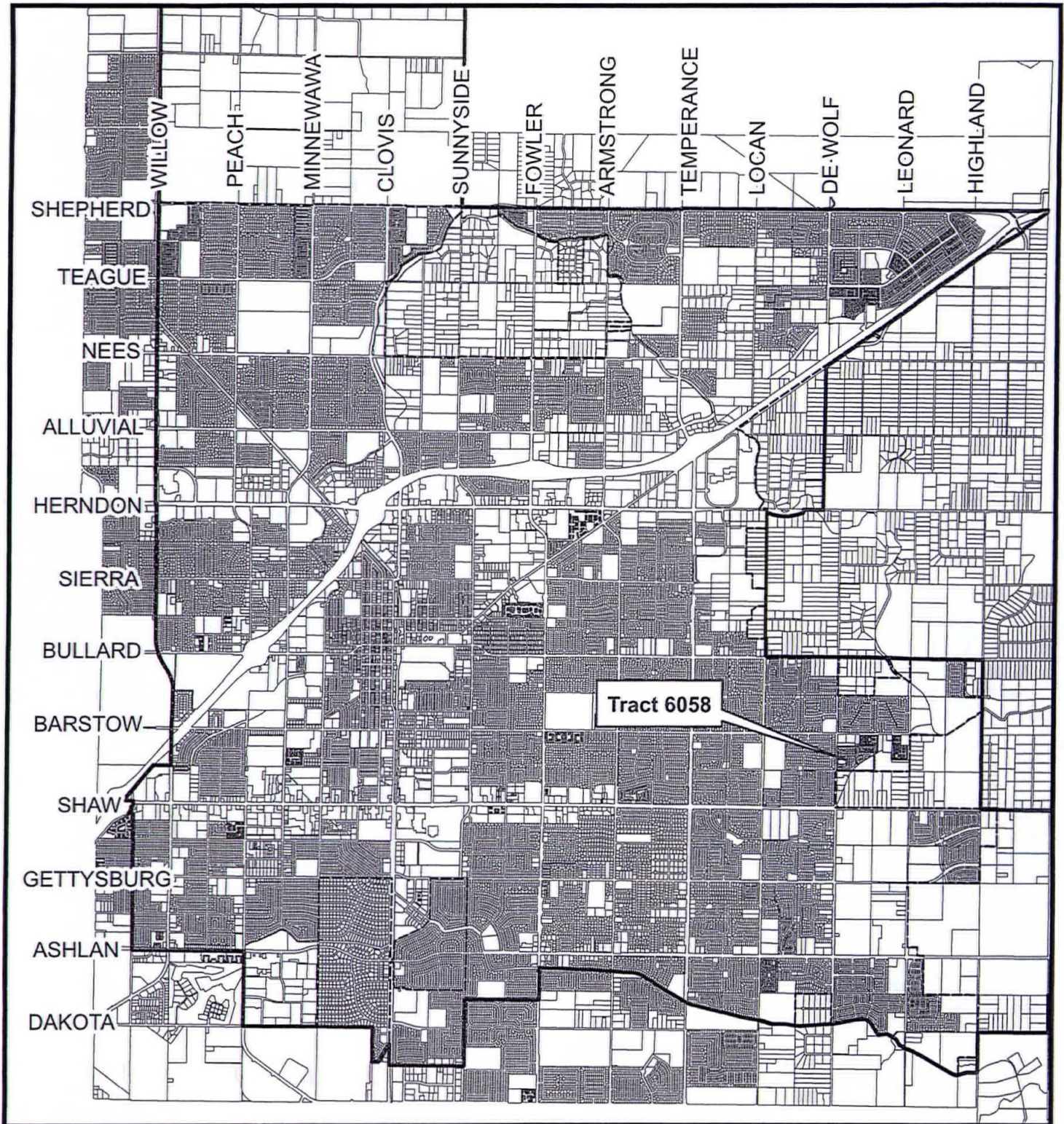

Michael Harrison
Interim City Engineer

Recommended by:


Dwight Kroll, AICP
Director of Planning and
Development Services

VICINITY MAP

Tract 6058
Council Acceptance



ATTACHMENT A

CITY LIMITS SPHERE OF INFLUENCE



1" = 5500'



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

City Manager: 

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Police Department
DATE: December 5, 2016
SUBJECT: Monthly Report to Council, September 2016

CONFLICT OF INTEREST

None

RECOMMENDATION

Receive and file September 2016 Police Department Monthly Report to City Council.

EXECUTIVE SUMMARY

The Police Department provides monthly updates to City Council Members on department activities.

BACKGROUND

The Police Department Monthly Report contains statistical data along with timely articles.

Clovis Police Department

Monthly Report to Council, September 2016

CLOVIS POLICE OFFICER/STAFF ACCOMPLISHMENTS

FBI Crime Index Statistics for September

Homicide	0	Burglary	26
Vehicle Theft	10	Forcible Rape	4
Robbery	7	Larceny Theft	141
Arson	1	Aggravated Assault	12

Clovis Police Department Statistics for September:

Calls for Service: Public: 4,871 Officer Initiated: 3,499 Total: 8,370

(Average Calls for Service per Day: 279.00)

Arrests: Adults: 353 Juveniles: 20 Total: 373

Traffic Accidents: Fatal: 0 Injury: 20 Non-Injury: 47 DUI: 7 Hit & Run: 20

DUI Arrests: 30 Traffic Cites: 433 Parking Cites: 115

Municipal Citations: 143 Priority One Response Time: 4.09 min.

Citizen Surveys of Service: July Aug. Sept.

(Above average or excellent) **95% 95% N/A**

Volunteer Hours for September (@ \$22.14 per hour)

Volunteers: 76 Hours Served: 1007.1 hours Total Savings: \$22,297.19

Explorer Hours for September (@ \$11.50 per hour):

Explorers: 15 Hours Served: 50.3 Hours Served Total Savings: \$578.45

Pet Adoption Center Volunteers contributed 627 hours

Community Development Block Grant Stats for September: Warnings/Courtesy Notices: 34

Closed CRMs due to compliance: 32

News Releases Available online and on Facebook

12,000 People Enjoyed Clovis Night Out at Sierra Meadows Park on September 20th, 2016





AGENDA ITEM NO: CC - H - 1

City Manager: *[Signature]*

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: December 5, 2016

SUBJECT: Approval - Waive Formal Bidding Requirements and Authorize the Purchase of a Replacement Dozer and Motor Grader off the NJPA Contract from Quinn Company.

ATTACHMENTS: None.

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to waive the City's formal bidding requirements and authorize purchasing off of the National Joint Powers Alliance contract a replacement dozer and motor grader from Quinn Company for \$864,561.77 and \$241,298.06 respectively including tax.

EXECUTIVE SUMMARY

In this year's Fleet Capital budget are funds to replace a dozer and motor grader in the Solid Waste Landfill section of the Public Utilities Department. The equipment being replaced is due for replacement based on age, and overall condition. The competitively bid contract price is \$864,561.77 including sales tax for the dozer which is a Model D8T-T4 Track Type Tractor. The price for the motor grader, model 12M3 AWD Motor Grader is \$331,298.06 including tax. Quinn will take the existing 2003 Year Model 143H motor grader as a trade in with a credit of \$90,000. The net price is therefore \$241,298.06

BACKGROUND

The recommended vehicles are available through the National Joint Powers Alliance (NJPA) contracts, which are competitively bid on a nationwide basis. The City has used these contracts in the past as they are very competitive.

FISCAL IMPACT

Funds were included in the 2016-17 Fleet Capital budget and the user department will have accumulated the necessary funds for the equipment replacement. The recommended vehicles are available through the NJPA contract, which is competitively bid on a nationwide basis.

REASON FOR RECOMMENDATION

The dozer to be replaced is a 2002 model Caterpillar D9 that has high usage hours on it and will need expensive repairs very soon. The equipment also doesn't meet new emissions requirements. The proposed replacement dozer is smaller but will be adequate for the City's needs, will be more dependable, will meet the new emissions requirements and will be covered by a warranty. The motor grader to be replaced will be comparable to the existing but will meet the new emissions requirements. The proposed method of purchasing the equipment is cost effective and funds are available.

ACTIONS FOLLOWING APPROVAL

A purchase order will be prepared for the City Manager's approval and sent to the vendor.

Prepared by: Lisa Koehn, Assistant Public Utilities Director

Submitted by: Lisa Koehn, Assistant Public Utilities Director





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

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: December 5, 2016

SUBJECT: Consider Approval, Res, 16-____, A request to consider the 2016 Heritage Grove Design Guidelines, including development standards, circulation, and open space for the northwest growth area bounded by Willow, Copper, Sunnyside and Shepherd Avenues. City of Clovis, applicant.

ATTACHMENTS:

Figure 1:	Location Map
Attachment 1:	Draft Resolution
Exhibit "A:"	2016 Heritage Grove Design Guidelines

CONFLICT OF INTEREST

None.

RECOMMENDATION

Staff and Planning Commission recommend approval of the attached 2016 Heritage Grove Design Guidelines.

EXECUTIVE SUMMARY

The 2014 Clovis General Plan approved an action item to develop and adopt design guidelines for Clovis' Northwest Urban Center now named "Heritage Grove". With the assistance of affected property owners, stakeholders and the development industry, a design guideline package has been assembled which includes "branding" elements, landscape standards and streetscape furniture.

BACKGROUND

In 2014, Clovis adopted an update to the General Plan that included the adoption of land uses for the Northwest Urban Center; the area bounded by Willow, Copper and Shepherd Avenues and the Sunnyside Avenue alignment. The update envisioned that a comprehensive design document be developed for this area that would focus on:

- The use of San Joaquin Valley-appropriate plantings;
- Capitalize on views of Owens Mountain and the Sierra Nevada;
- Achieve compact development patterns that integrate a variety of housing types; sizes and densities at the neighborhood and community level;
- Eliminate as feasible the use of sound walls separating neighborhoods from roads;
- Develop a well-connected grid system of roads; and,
- Prohibit retail land uses within a quarter mile of any Clovis Unified School District campus.

Additionally, staff sought to develop a document that would encourage a timeless and durable urban design that would create a unique visual sense of place within the Clovis/Fresno Metropolitan area as well as the region.

On December 14, 2015, staff brought before the City Council a proposal to adopt a name and logographic for the Northwest Urban Center. The City Council adopted the name "Heritage Grove" and associated logo.

PROPOSAL AND ANALYSIS

The draft Heritage Grove Guidelines are intended to build upon the merits of this distinctive area that contains a unique and valuable agricultural and cultural heritage and to provide a vision and guidance for its future development and sustainability. This document will function as the official development standard and guidance document to direct future development and improvement.

Vision

The Heritage Grove area has historic significance to Clovis as an agricultural area settled and farmed by a multitude of immigrants from around the world. Immigrants from Japan, Italy, Armenia, Scandinavia, Mexico and other places moved here and farmed a variety of crops and created a unique and diverse community. Today, new immigrants, such as those from Southeast Asia, continue to seek their livelihood here. One of Clovis' earliest schools, Garfield Elementary, was established here to serve this community and contributed to Clovis' desire to develop quality education resources.

Due to the depth of the agricultural and cultural history here, staff sought to develop a document that embraces the authenticity of the area.

More contemporarily, responsible urban form in the San Joaquin Valley should seek to reduce the consumption of water resources, reduce carbon emissions, encourage the use of active transportation (walking, bicycling, etc.) and inspire social interaction.

Clovis North High School and Clovis Community College located at the intersection of International and Willow Avenues were deemed significant elements in land use planning for the area. The Heritage Grove Urban Village was located adjacent to these facilities both in providing services to these facilities and looking to capitalize on student resources and educational amenities in the development of this unique area. Design guidelines should emphasize and promote the educational nature and history of this area.

Finally, the site lies adjacent to natural and geographic resources including the San Joaquin River and Sierra Nevada Foothills. These features not only provide a visual open space backdrop to Heritage Grove, but also offer opportunities for activities including hiking, bicycling, fishing and canoeing.

The resulting vision of these design guidelines is to create a place that is authentic, contemporary, historically respectful, water efficient and supportive of an active lifestyle.

The Heritage Grove Design Guidelines

The attached draft guidelines have attempted to meet these goals and objectives. In an overarching sense, they describe an “*agropolitan*” environment where urban and agricultural lifestyles meld into an active and academic oriented village.

The landscape palette is reflective of the nearby oak woodlands and grasslands where they interface with agriculture and ranching. While the landscaping is somewhat restrained, it does provide for tree shaded walking, biking and recreational spaces with amplified agricultural design elements at major intersections.

While not as paseo heavy as Loma Vista, every major intersection includes pedestrian pathways accessing neighborhoods.

Street furniture, including entry signs, monumentation and thematic items represent the true materials they are made of and are reflective of repurposed agricultural items.

As discussed under the General Plan Update program, Clovis Avenue is a major arterial and acts as a cross section of the Clovis community. Significant public parks, trails and amenities are placed along this corridor in Heritage Grove.

The Minnewawa/Nees Avenue corridor is designed as an “*Academic Boulevard*” connecting Buchanan High School, Clovis North High School, Clovis Community College and elementary school sites with bicycle paths, trails and a low speed automobile route. Many trails are proposed as decomposed granite paths, which blend with the style of the

community, are easier to walk and run on and can more easily be repaired and leveled than concrete or asphalt.

While requiring additional design and approval under a Master Planned Community Zone District, basic guidelines are being proposed for the Heritage Grove Village located east of Willow Avenue between International and Behymer Avenues. This urban area is pedestrian oriented and includes an urban trail, transit facilities and an "Academic Village" character. It is likely that this village could serve as a youthful village relating to both the Clovis Community College and Fresno State Campuses. Similar villages include the San Luis Obispo and Davis downtowns. Located across from Clovis Community College, the Willow Avenue Promenade would provide outdoor dining, shopping and services in a pedestrian oriented environment.

Staff will be providing a more detailed presentation of the document at the City Council meeting of December 5, 2016.

California Environmental Quality Act (CEQA)

The Project is in substantial conformance with the environmental impact report performed for the 2014 Clovis General Plan Update. No major revisions will be required with the adopted Environmental Impact Report to accommodate the proposed project, therefore, subject to CEQA Sections 15162 and 15182 no further environmental review is required for this project.

The City published notice of this public hearing in *The Business Journal* on November 23, 2016.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The Heritage Grove Design Guidelines will establish the Clovis community vision for Heritage Grove and provide the design basis for considering project approvals. This plan seeks to build upon the successes and accomplishments of the General Plan Update of 2014 and to create a unique, responsible and geographically relevant Urban Center.

ACTIONS FOLLOWING APPROVAL

These design guidelines will serve as the basis for City consideration of development projects in the Heritage Grove area.

Prepared by: Dwight Kroll, AICP, Director of PDS

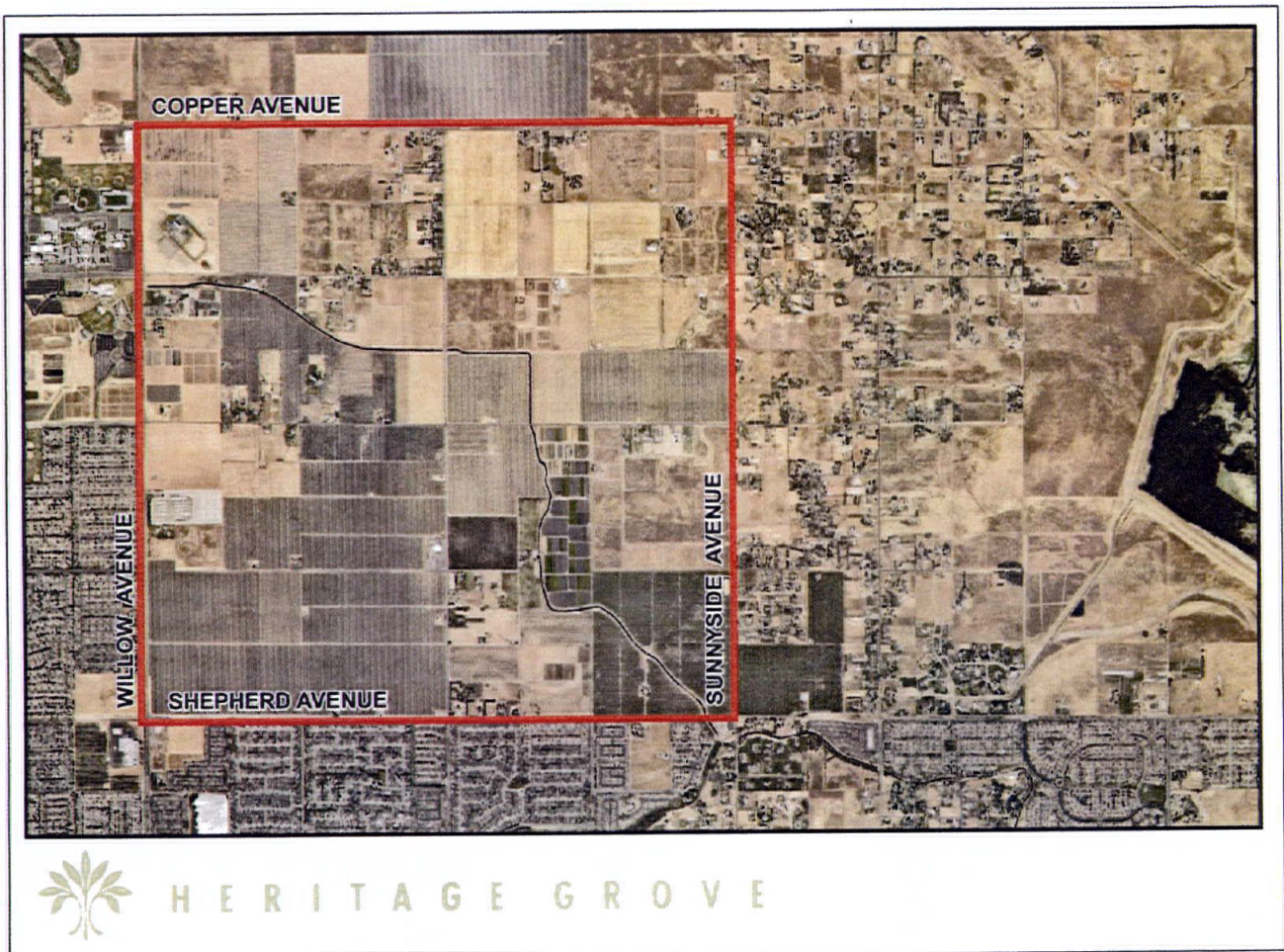
Submitted by:



Dwight Kroll, AICP
Director of Planning and
Development Services

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**FIGURE 1
PROJECT LOCATION MAP**



**DRAFT
RESOLUTION 16-____**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CLOVIS RECOMMENDING
APPROVAL OF THE 2016 HERITAGE GROVE DESIGN GUIDELINES FOR PROPERTY BOUNDED
BY SUNNYSIDE AVENUE TO THE EAST, SHEPHERD AVENUE TO THE SOUTH, WILLOW
AVENUE TO THE WEST, AND COPPER AVENUE TO THE NORTH**

WHEREAS, City of Clovis Planning Division, 1033 Fifth Street, Clovis, CA 93612, has prepared the 2016 Heritage Grove Design Guidelines bounded by the Sunnyside Avenue alignment on the east, Shepherd Avenue on the south, Willow Avenue on the west, and Copper Avenue on the north; and

WHEREAS, the proposed 2016 Heritage Grove Design Guidelines document is in substantial conformance with the environmental impact report performed for the 2014 Clovis General Plan Update. No major revisions will be required with the adopted Environmental Impact Report to accommodate the proposed project, therefore, subject to CEQA Sections 15162 and 15182 no further environmental review is required for this project; and

WHEREAS, a public notice was sent out to property owners within 600 feet of the Heritage Grove plan area boundaries ten days prior to said hearing; and

WHEREAS, a duly noticed hearing was held on December 5, 2016; and

WHEREAS, on December 5, 2016, the City Council, the recommendation of approval by the Clovis Planning Commission, considered testimony and information received at the public hearing and the oral and written reports from City staff, as well as other documents contained in the record of proceedings relating to the 2016 Heritage Grove Design Guidelines which are maintained at the offices of the City of Clovis Department of Planning and Development Services; and

WHEREAS, after hearing evidence gathered by itself and on its behalf and after making the following findings, namely:

- a. The Project is consistent with the Clovis General Plan land use diagram; and
- b. The Project is in keeping with the intent and purpose of the Zoning Ordinance.
- c. The Project is approved subject to 2016 Heritage Grove Design Guidelines document set forth in the attached Exhibit "A."
- d. That the Project is in substantial conformance with the environmental impact report performed for the 2014 Clovis General Plan Update.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the 2016 Heritage Grove Design Guidelines. (Exhibit "A").

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council held on December 5, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: December 5, 2016

Mayor

City Clerk



HERITAGE GROVE



Acknowledgements



CITY COUNCIL

Mayor:
Nathan Magsig

Mayor Pro Tem:
Bob Whalen
Council Members
Harry Armstrong
Lynne Ashbeck
Jose Flores

PLANNING COMMISSION

Chair:
Vongsavanh Mouanoutoua

Planning Commissioners:
Amy Hatcher
Paul Hinkle
Pam Kallsen
Michael Pawlowski

STAFF

Director of Planning:
Dwight Kroll

Planning Staff:
City Planner: Bryan Araki
Associate Planner: George Gonzalez
Senior Planner: Orlando Ramirez
Planning Assistant: Lily Cha
GIS Specialist: Stephanie Andersen
Associate Engineer: Mike Harrison
Business Development Manager: Shawn Miller
City Manager: Robert Woolley

BROUSSARD ASSOCIATES

Principal:
Terry Broussard

Design Team:
Taylor Broussard
Carlos Ramirez
Vickie Crews
Holly Perry
Dusty Valero

JLB TRAFFIC ENGINEERING INC

Traffic Engineer:
Jose Luis Benavides

SPECIAL THANKS TO:

BIA of San Joaquin Valley
The Ricchiuti Family
Property owners within the Heritage Grove Area



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- 1.2 Site Description and Analysis
- 1.3 Vision and Intent,
- 1.4 Community Theme and Character
- 1.5 North - West Plan Area

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- 2.28 Signage Character
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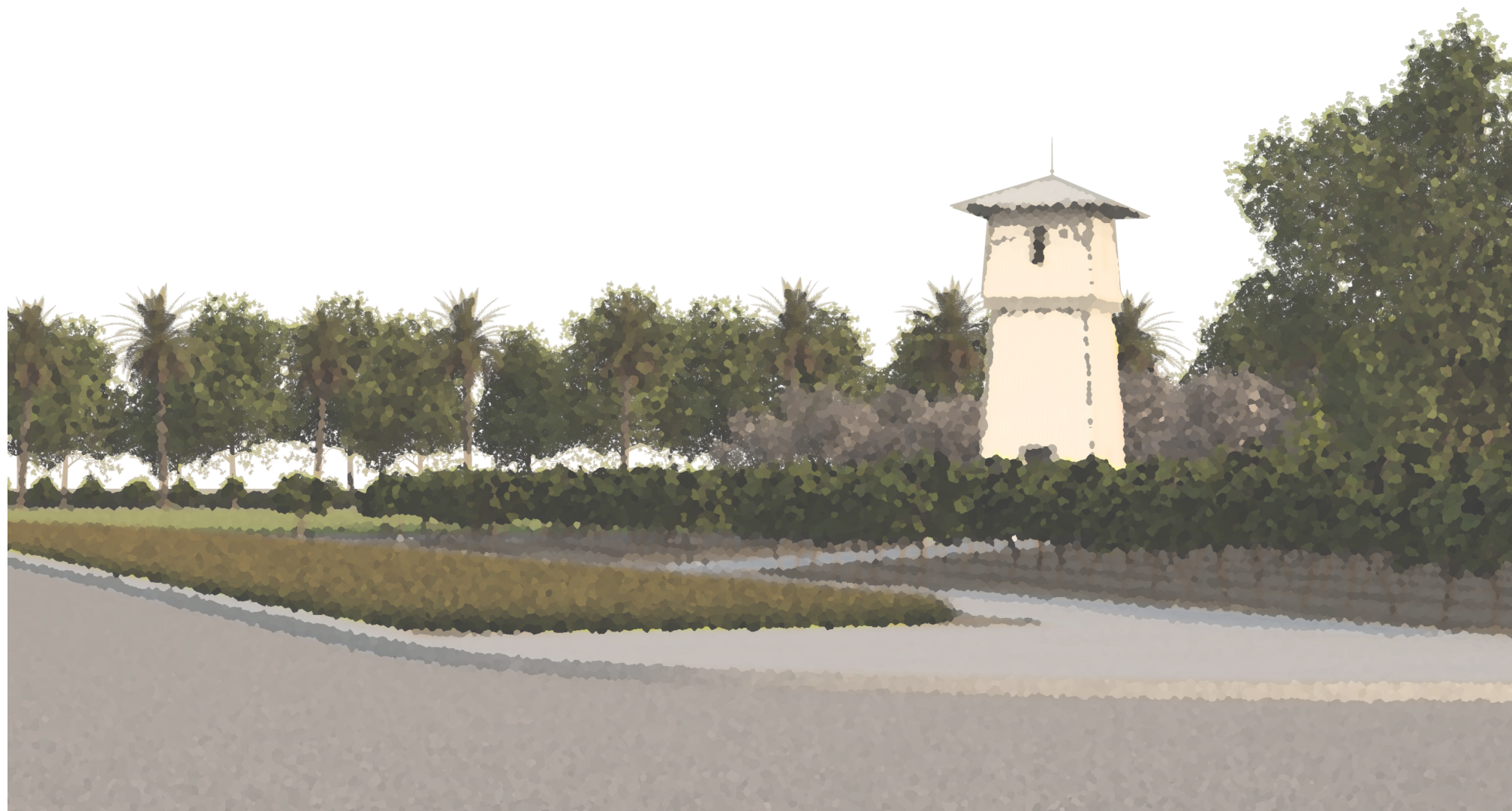
3. HERITAGE GROVE VILLAGE

- 3.1 Character
- 3.2 Street Plan
- 3.3 Main Street
- 3.4 Main Street Intersections
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- 3.6 East - West Street Section
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- 3.8 North - South Street Section
- 3.9 Main Street Promenade Plan
- 3.10 Main Street Promenade Section
- 3.11 Canal Street Section
- 3.12 Furniture



INTRODUCTION

“The intent of nurturing communities where neighbors know each other, shop together, share the same schools and identify with an authentic sense of place.”



INTRODUCTION

Heritage Grove is one of three Urban Centers identified by the Clovis General Plan designed to accommodate growth in a manner that is of high quality, fiscally sustainable and balanced. Each Urban Center will accommodate a population of approximately 30,000 citizens with the intent of nurturing communities where neighbors know each other, shop together, share the same schools and identify with an authentic sense of place.

The General Plan update of 2014 provided land use and infrastructure planning for the four square miles that was to become Heritage Grove. The update also directed the preparation and adoption of a comprehensive design document for this area that will;

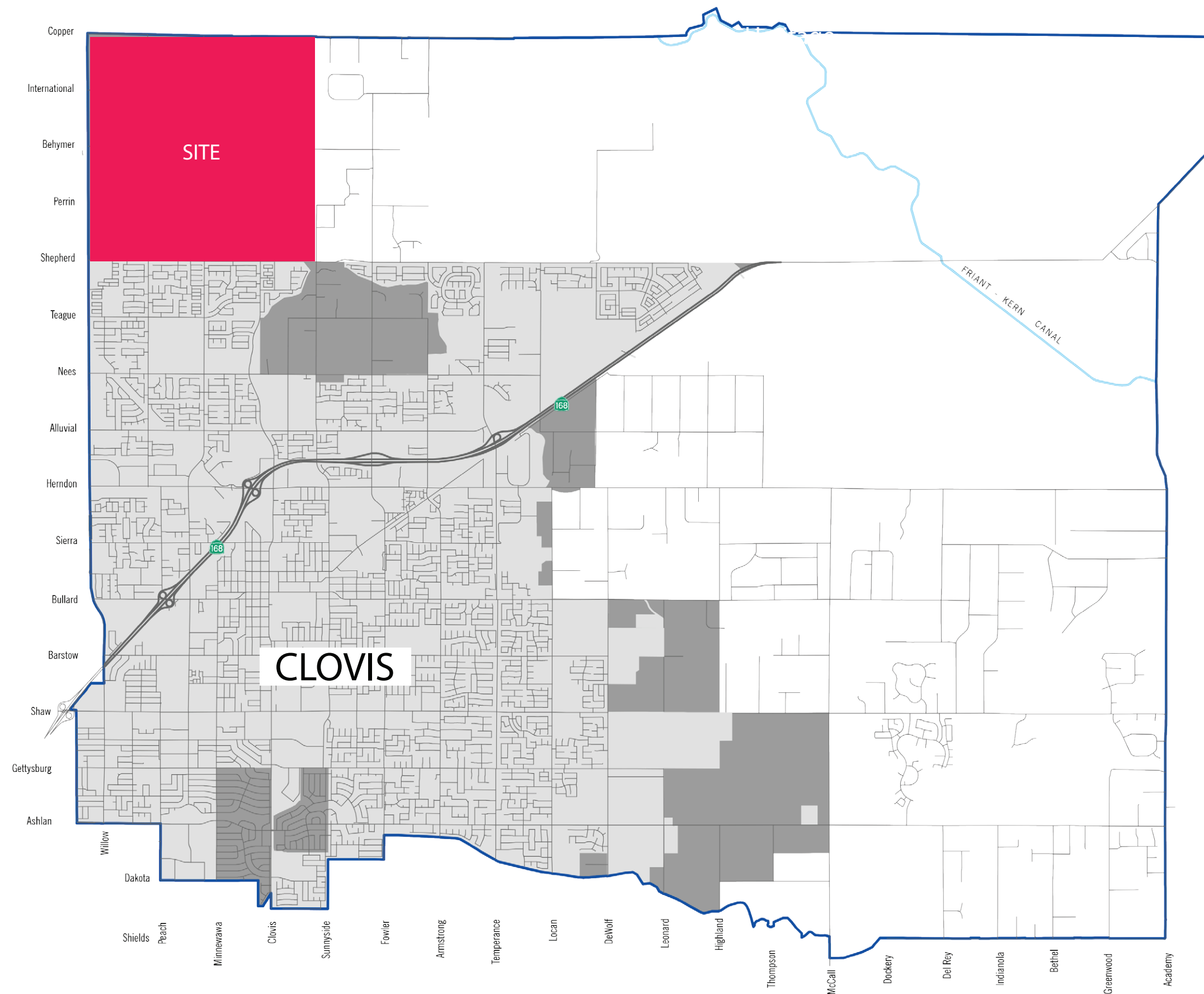
- Use San Joaquin Valley-appropriate plantings
 - Capitalize on views of Owens Mountain and the Sierra Nevada
 - Achieve compact development patterns that integrate a variety of housing types, sizes and densities at the neighborhood and community level
 - Eliminate as feasible the use of sound walls separating neighborhoods from roads
 - Develop a well-connected grid system of roads
- Prohibit land uses within a quarter mile of any Clovis Unified School District campus.

This document is intended to build upon the merits of this distinctive area that contains a unique and valuable agricultural and cultural heritage and to provide a vision and guidance for its future development and sustainability. This document will function as the official development standard and guidance document to direct future development and improvement.

The purpose of this design document is the following;

1. Establish an overall theme and quality for Heritage Grove.
2. Illustrate and direct the intended architectural, landscape and site elements to reinforce the theme and quality.
3. Provide criteria and examples of expected design qualities and treatments.
4. Refine and implement the Goals and Objectives of the Clovis General Plan.





SITE DESCRIPTION AND ANALYSIS

Project Location

This site is located on four square miles within the northwest sphere of influence of the City of Clovis. It is bounded by Willow Avenue to the west, Shepherd Avenue to the South, Copper Avenue to the north and the Sunnyside Avenue alignment to the east.

Existing Site Conditions

The predominant land use within the site area is agriculture including tree crops, row crops and grazing lands. Approximately 10% of the area is developed with rural residential housing. The Fresno Irrigation District operates and maintains the Enterprise Canal that runs from the intersection of Sunnyside and Shepherd Avenue to the intersection of International and Willow Avenues.

Lands to the south are generally developed within the incorporated boundaries of the City of Clovis while lands to the west are developed within the incorporated boundaries of the City of Fresno. To the east lies substantial rural residential development within the County of Fresno while to the north lie agricultural lands that are primarily vineyards and grazing lands.

Shepherd, Willow and Copper Avenues are major streets identified in the Clovis, City of Fresno and County of Fresno General Plans with Shepherd and Willow Avenues partially improved to an urban level through adjacent development.

Several developed bicycle and pedestrian trails systems directly access this site including the City of Clovis Enterprise and Dry Creeks Trails and the City of Fresno Sugar Pine and Willow Avenue trails.

Relationship to General Plan

This site is identified in the Clovis General Plan as the Northwest Urban Center and has subsequently been named "Heritage Grove". The Clovis General Plan identifies land uses, vehicular and trail circulation patterns and public facilities for this site as well as a directive for a design document to guide the aesthetic nature of new development.



“This plan should recognize, celebrate and preserve the unique culture and history of the Central Valley area.”



VISION AND INTENT

Heritage Grove encompasses and embraces the historic agricultural and cultural history of this site. This area was originally grass and grazing lands that progressed toward irrigated agriculture with the development of water resources following the establishment of the “Garfield Colony” subdivision. The Garfield Colony, named after assassinated President James A. Garfield, organized its own school district in 1883; beginning a legacy of education for this vicinity. The current urban design for Heritage Grove focuses on the creation of the “Academic Village” to serve the Clovis North, Clovis Community College and Fresno State campuses. Over the past 130 years multiple immigrant cultures, including Italians, Japanese, Scandinavians, Mexicans, Armenians and more recently Southeast Asians, settled and farmed this area.

Incorporated in 1912, the one square mile of the original City has sparked the creation of a community of over 100,000 residents. Over the years it has flexed to accommodate historic events and pressures, has accommodated new citizens and new technologies, has weathered and rebounded economic difficulties yet has consistently served as the foundation of Clovis.

This plan should recognize, celebrate and preserve the unique culture and history of the central Clovis area while building upon the successes achieved over the past 100 years. It should also embrace the vision of the 2014 General Plan Update; “A City that is committed to the Clovis Community Family, their needs, their values, and a quality way of life for all; reflecting that commitment in how it develops and in the activities it undertakes”.





“Street designs are oriented to serve all modes of transportation including metropolitan rapid transit while the urban village can provide an environment where automobile ownership is no longer necessary.”

GENERAL PLAN AND LAND USE

All land uses for Heritage Grove are governed by the Clovis General Plan.

COMMUNITY THEME AND CHARACTER

Heritage Grove has two predominate characteristics; an authentic cultural and agricultural heritage. The thrust of these design guidelines are to memorialize and celebrate these characteristics in an efficient, simple, durable and aesthetic manner. Using qualities of the adjacent Sierra foothill oak/grasslands, as well as elements of agriculture, these guidelines serve in developing a contemporary palette of landscaping and urban features that celebrate a developing, youthful and healthy lifestyle community that is respectful of its place on earth. Ease of maintenance, durable materials and water efficiency are significant guiding principles.

This area of Clovis contains a significant educational legacy beginning with organization of the Garfield School District in 1883, followed by the development of the Buchanan and Clovis North educational facilities and Clovis Community College. These facilities and programs, bolstered by nearby Fresno State University serve as a catalyst to the design of an Urban Center that has an educational orientation that can address a youthful and healthy minded sector of the metropolitan area.

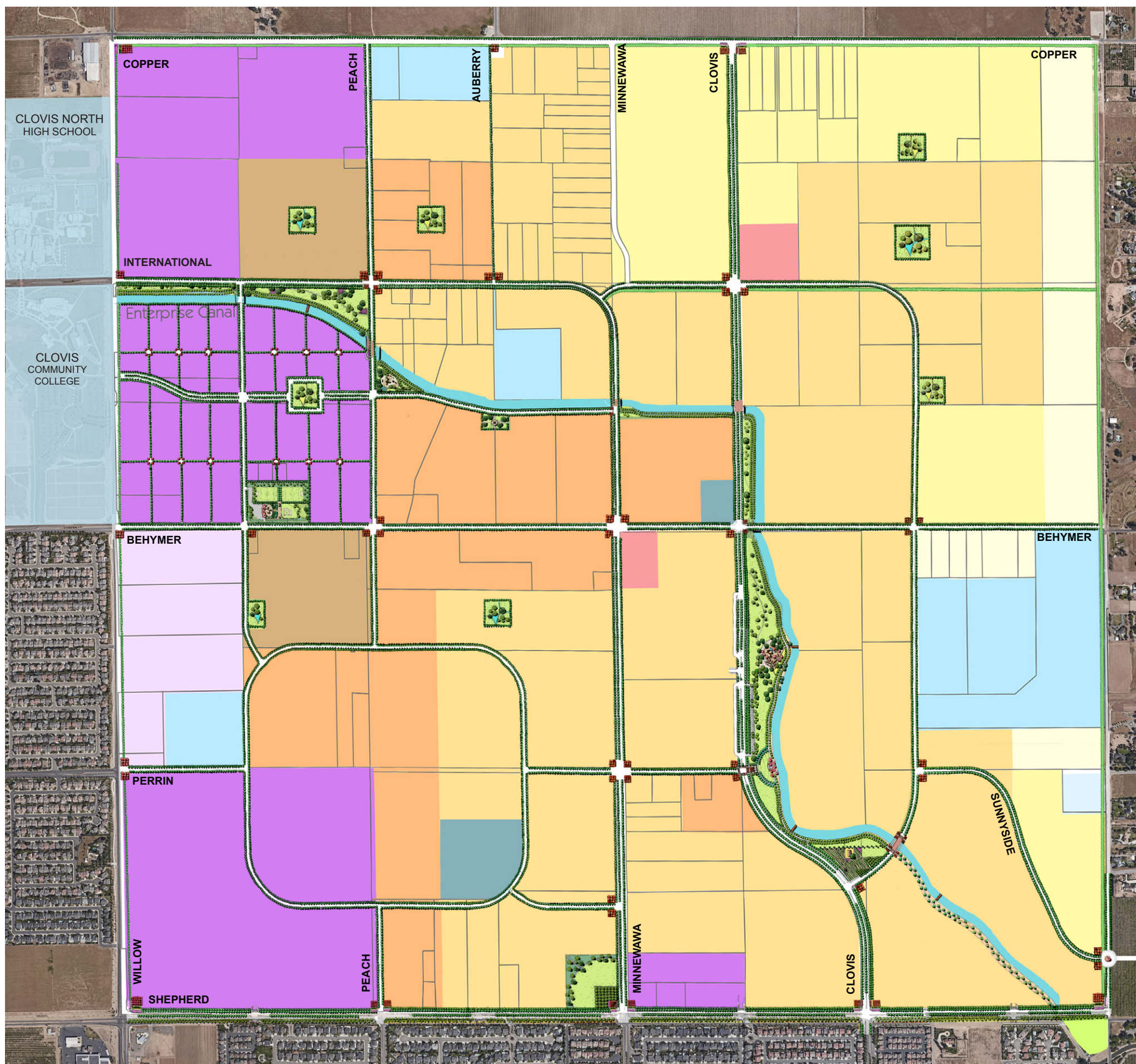
Street designs are oriented to serve all modes of transportation including metropolitan rapid transit while the urban village can provide an environment where automobile ownership is no longer necessary.

Finally, successes in pedestrian and bicycle trail systems in the metropolitan area illustrate a high community demand for outdoor recreation and healthy transportation facilities. Significant trail networks and facilities currently connect to this site allowing future residents and visitors to enjoy a truly unique setting. While streets oriented to automobile travel are provided throughout, the orientation of landscaping, travel ways, village districts and business areas are directed to the human scale.

APPLICABILITY TO DEVELOPMENT

These design guidelines shall serve as the basis for design review of all area projects.



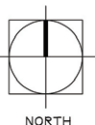


LAND USE:

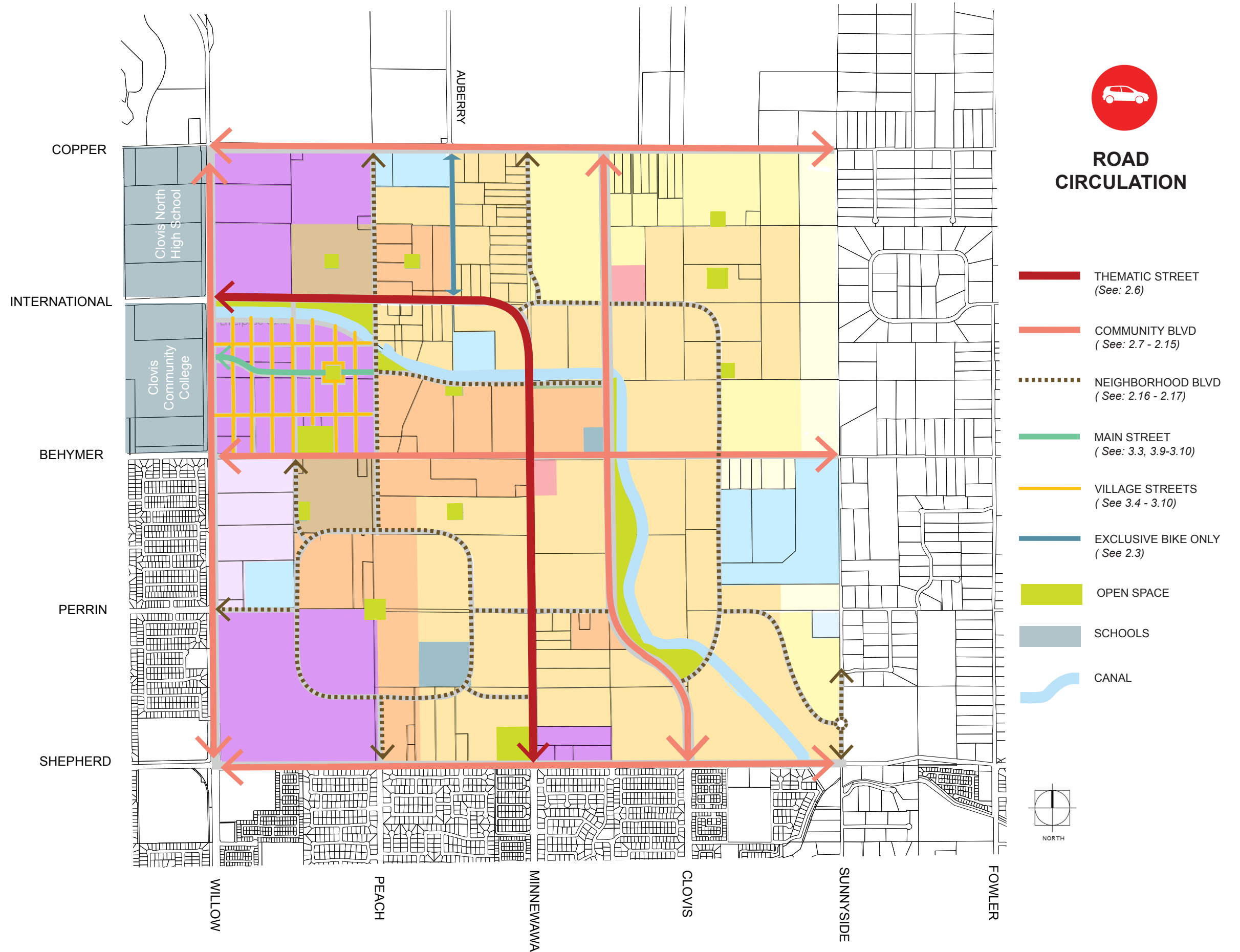
- RR - Rural Residential (1 DU/2 AC)
- VL - Very Low Density Residential (0.6-2.0 DU/AC)
- L - Low Density Residential (2.1-4.0 DU/AC)
- MU-V - Mixed Use Village
- MU-BC - Mixed Use/ Business Campus
- NC - Neighborhood Commercial
- S - School
- M - Medium Density Residential (4.1-7.0 DU/AC)
- MH - Medium High Density Resid.(7.1-15.0 DU/AC)
- H - High Density Residential (15.1-25.0 DU/AC)
- P - Public/Quasi-Public Facilities
- PK - Park
- W - Water

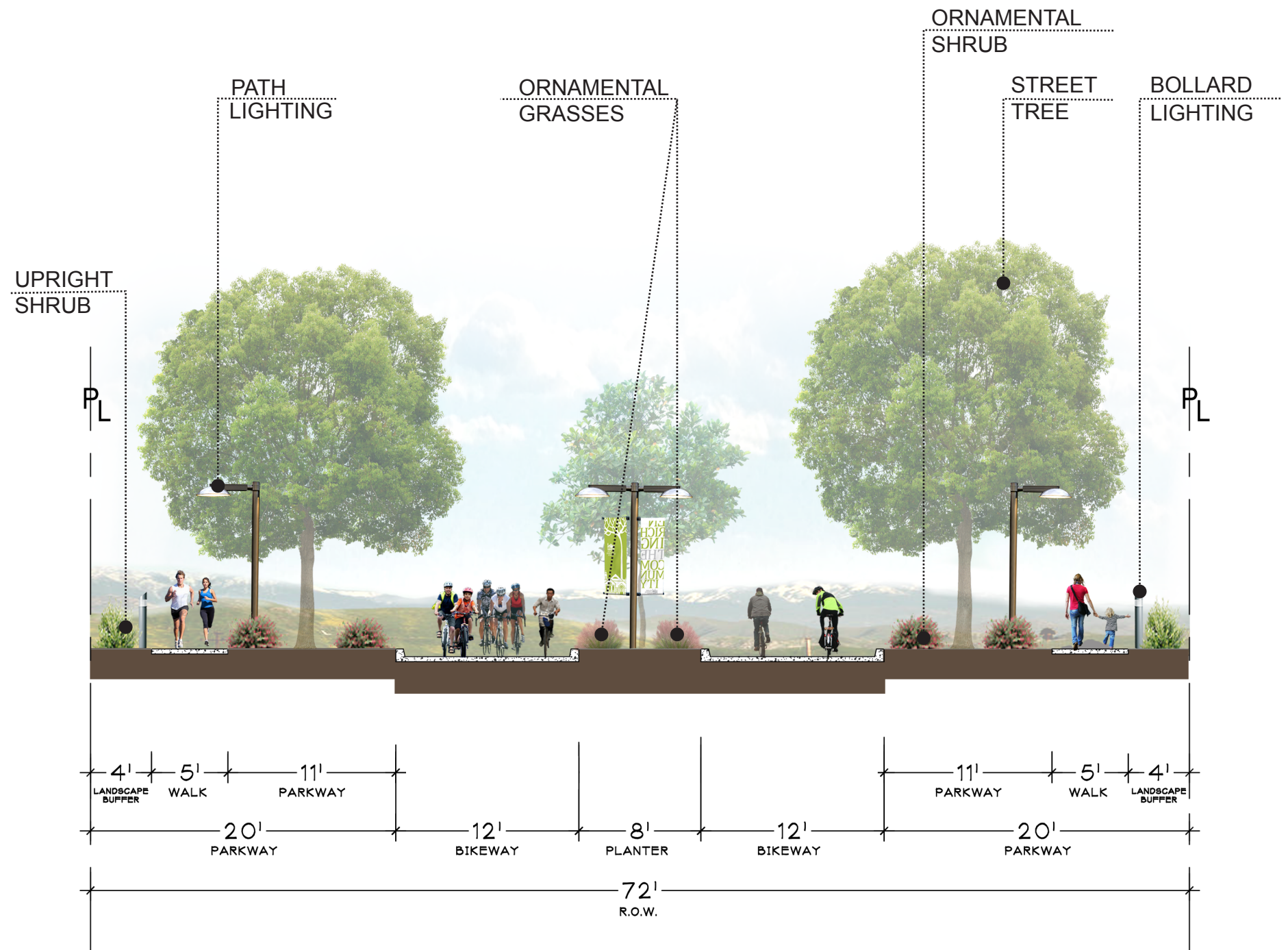
LEGEND:

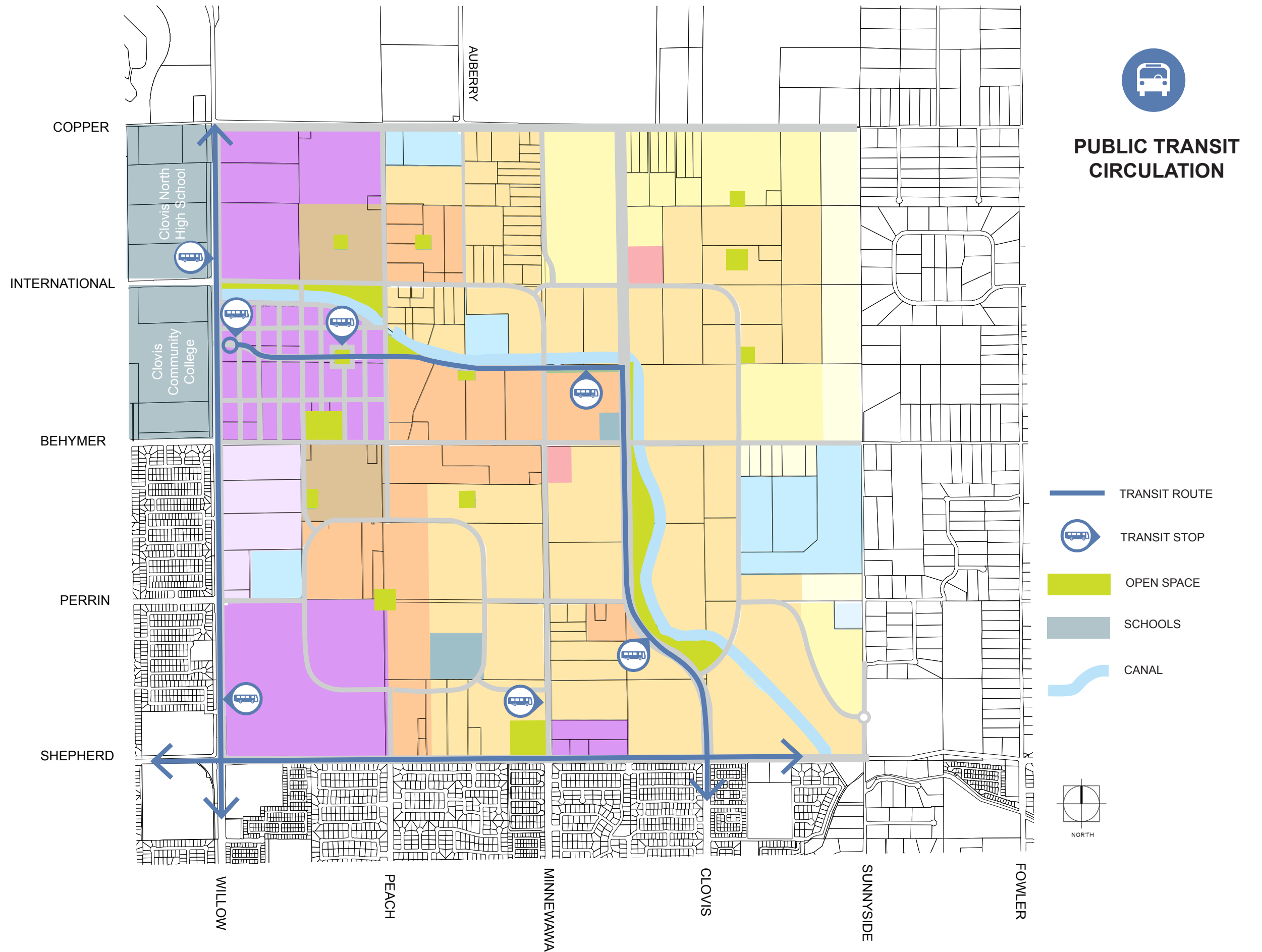
- PARKS / OPEN SPACE
- INTERIOR GATEWAY
- COMMUNITY GATEWAY
- CORNER GATEWAY
- CANAL
- TRAIL AT CANAL
- COMMUNITY TRAIL
- ROUNDABOUT



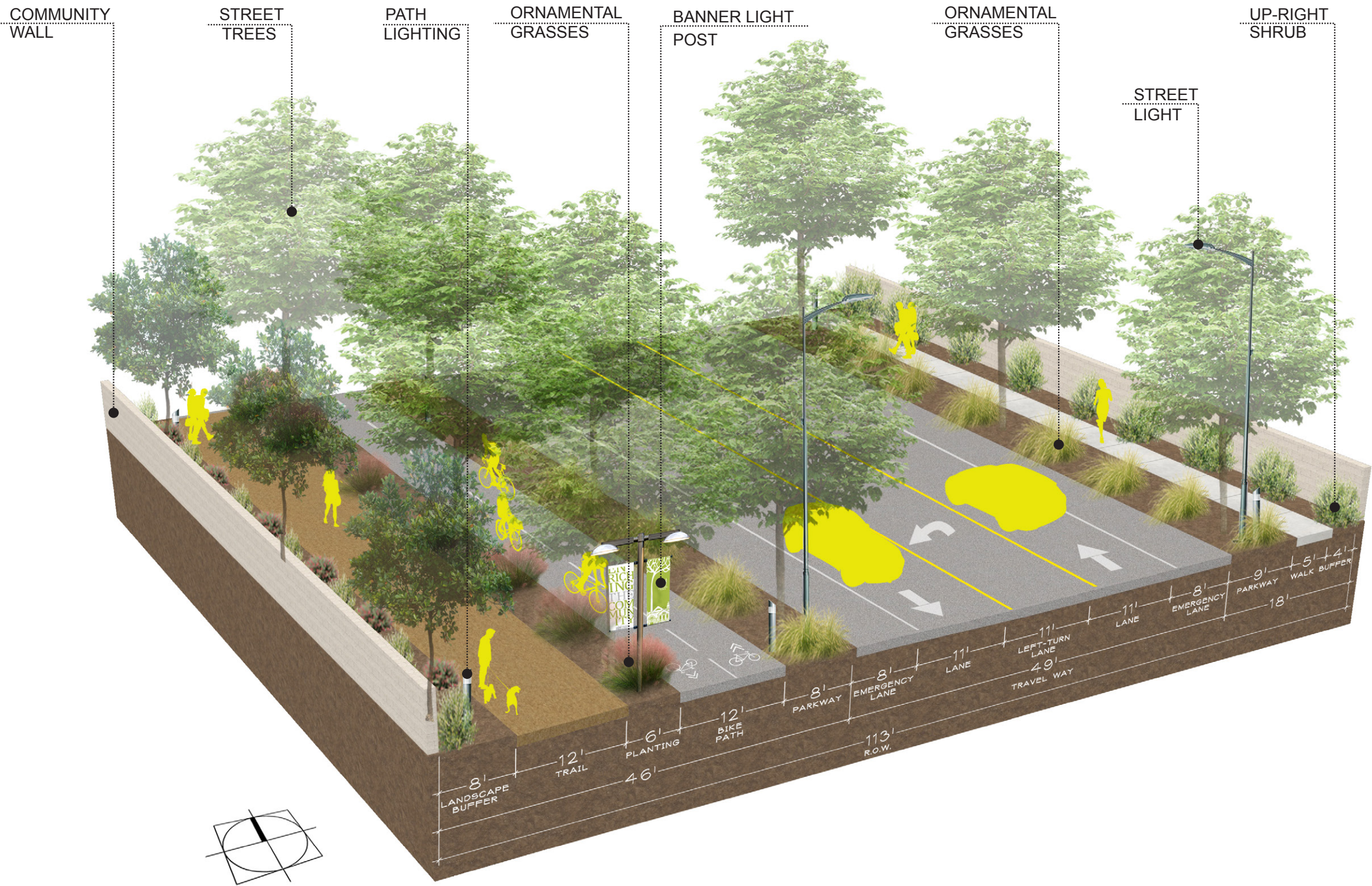
CIRCULATION PLAN







STREET SECTIONS

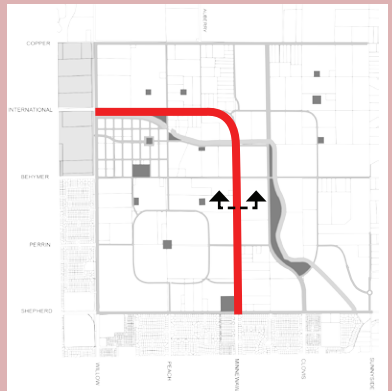


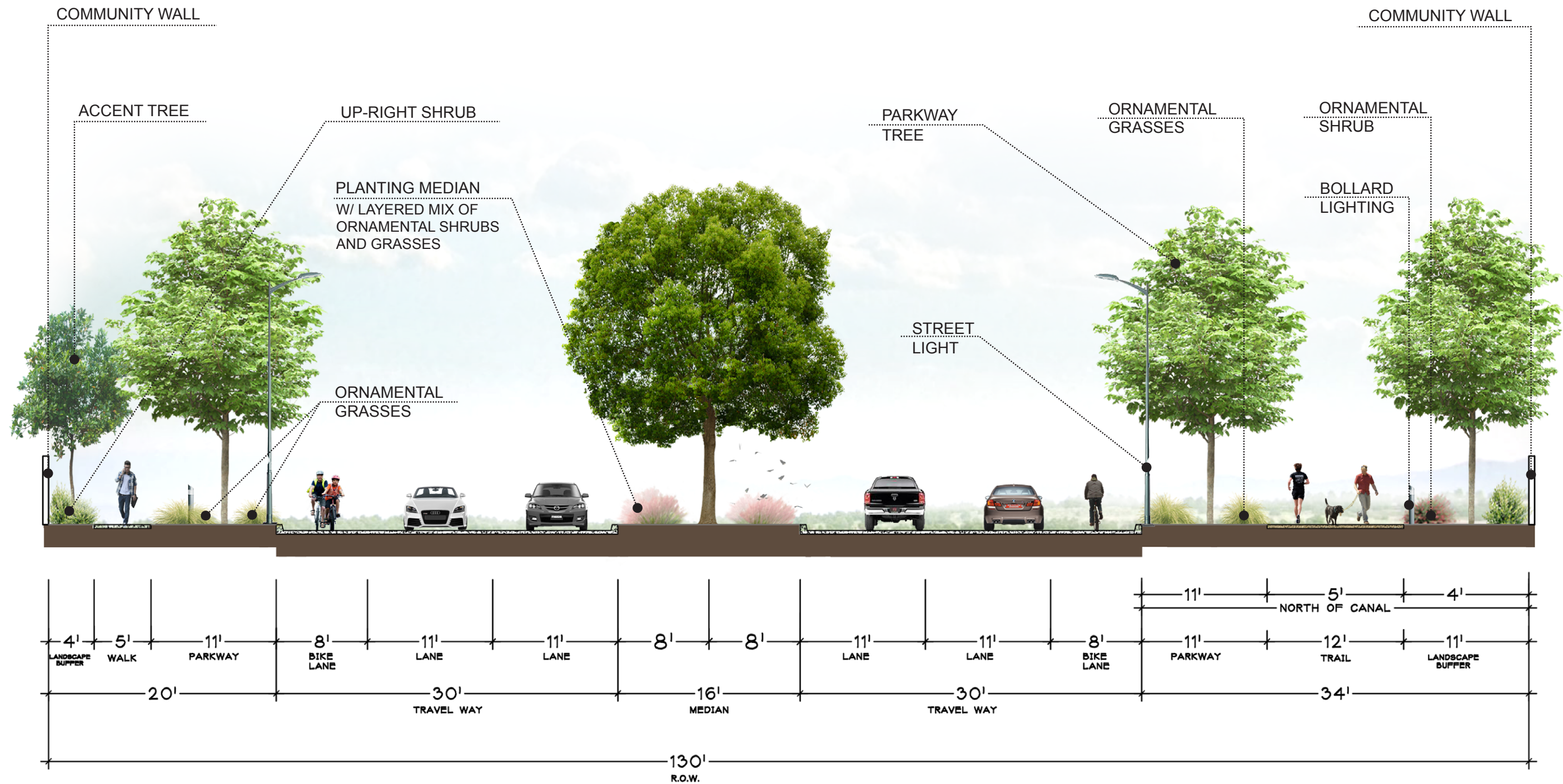
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STREET SECTION LONGER THAN 1/8
MILE OR GREATER COULD INCORPORATE
LANDSCAPE MEDIAN.

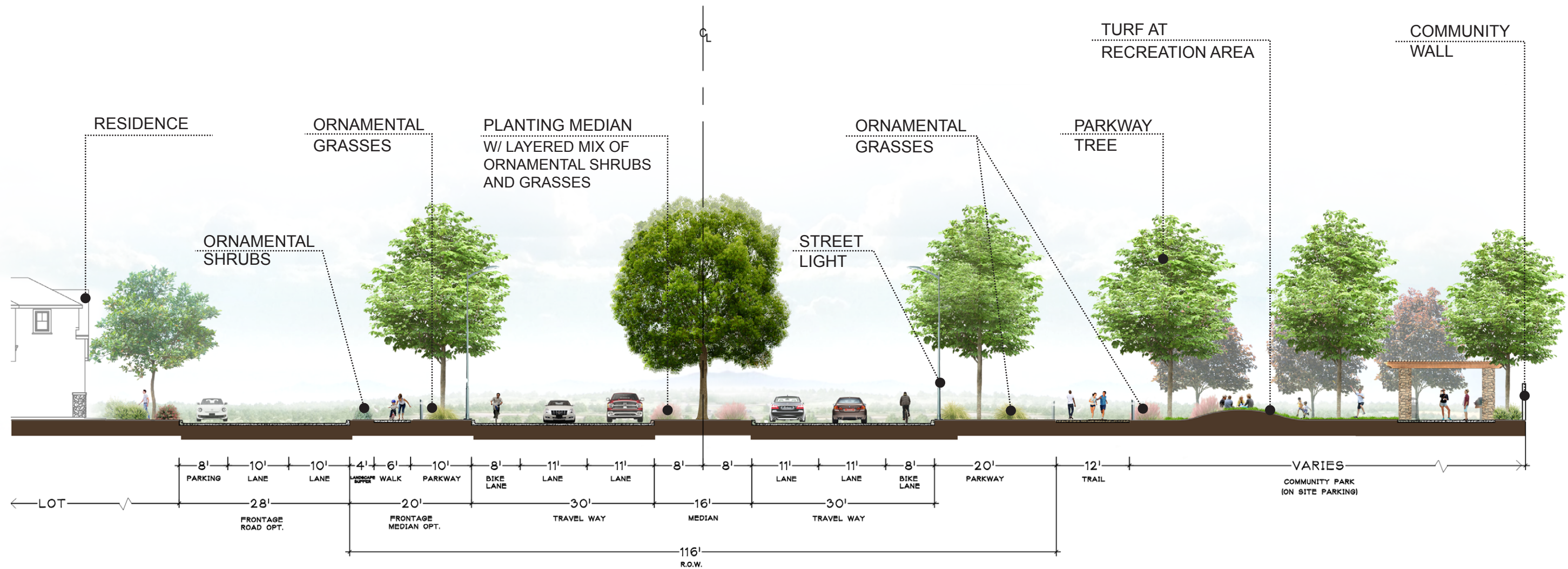
ACADEMIC BLVD

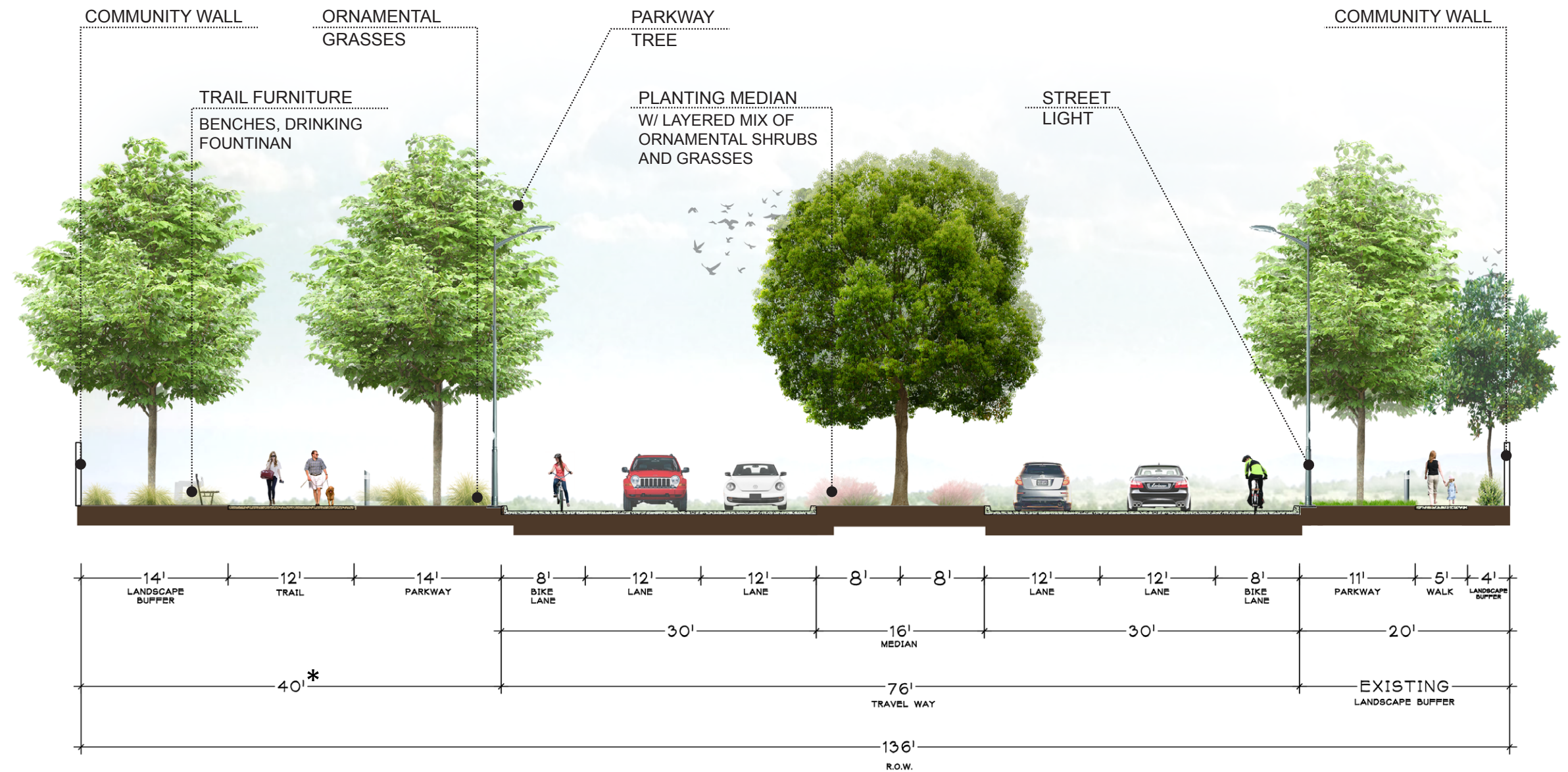
Minnewawa has been designated as a thematic street or "Academic Boulevard". The major attributes are:

1. Segregated pedestrian trail and bike path including a public transportation route that provides connectivity between educational facilities.
2. Safe path of travel for students and the community.
3. Street messaging and seasonal celebrations connected with academic programs through the use of banners and flag brackets at street lights.



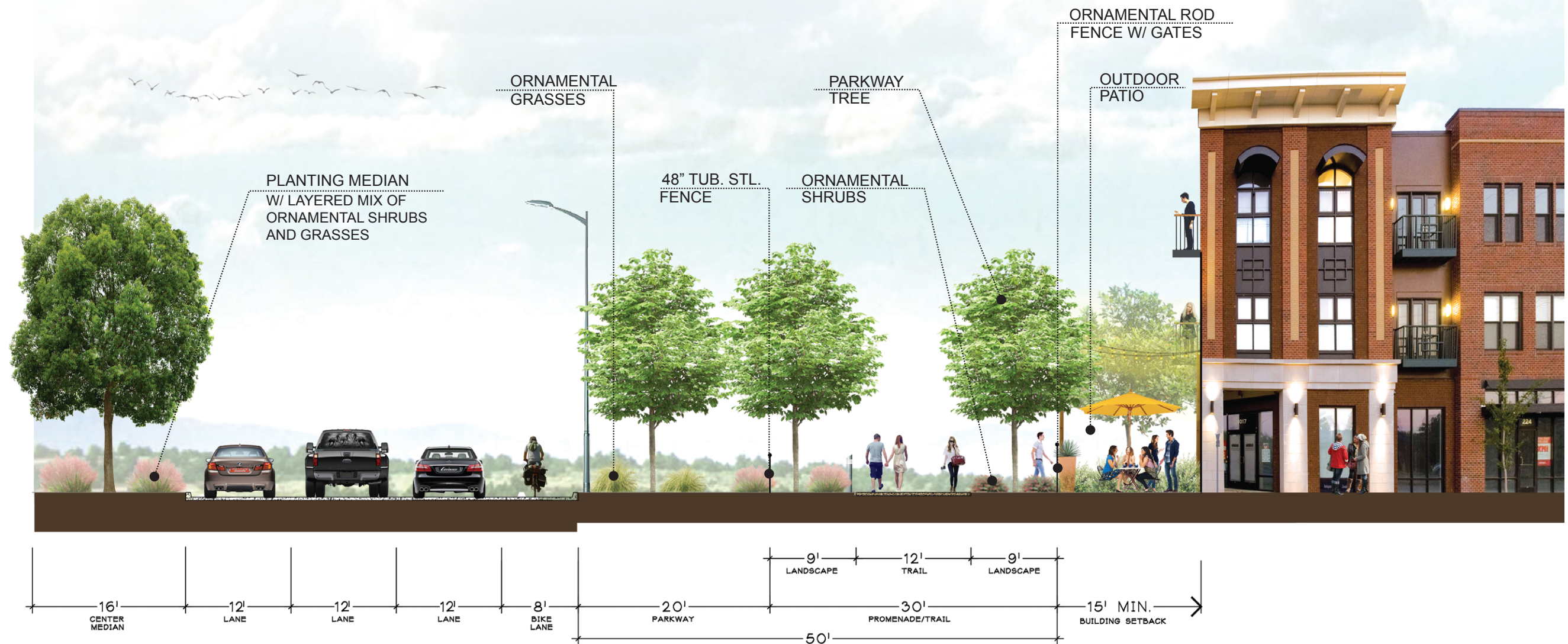


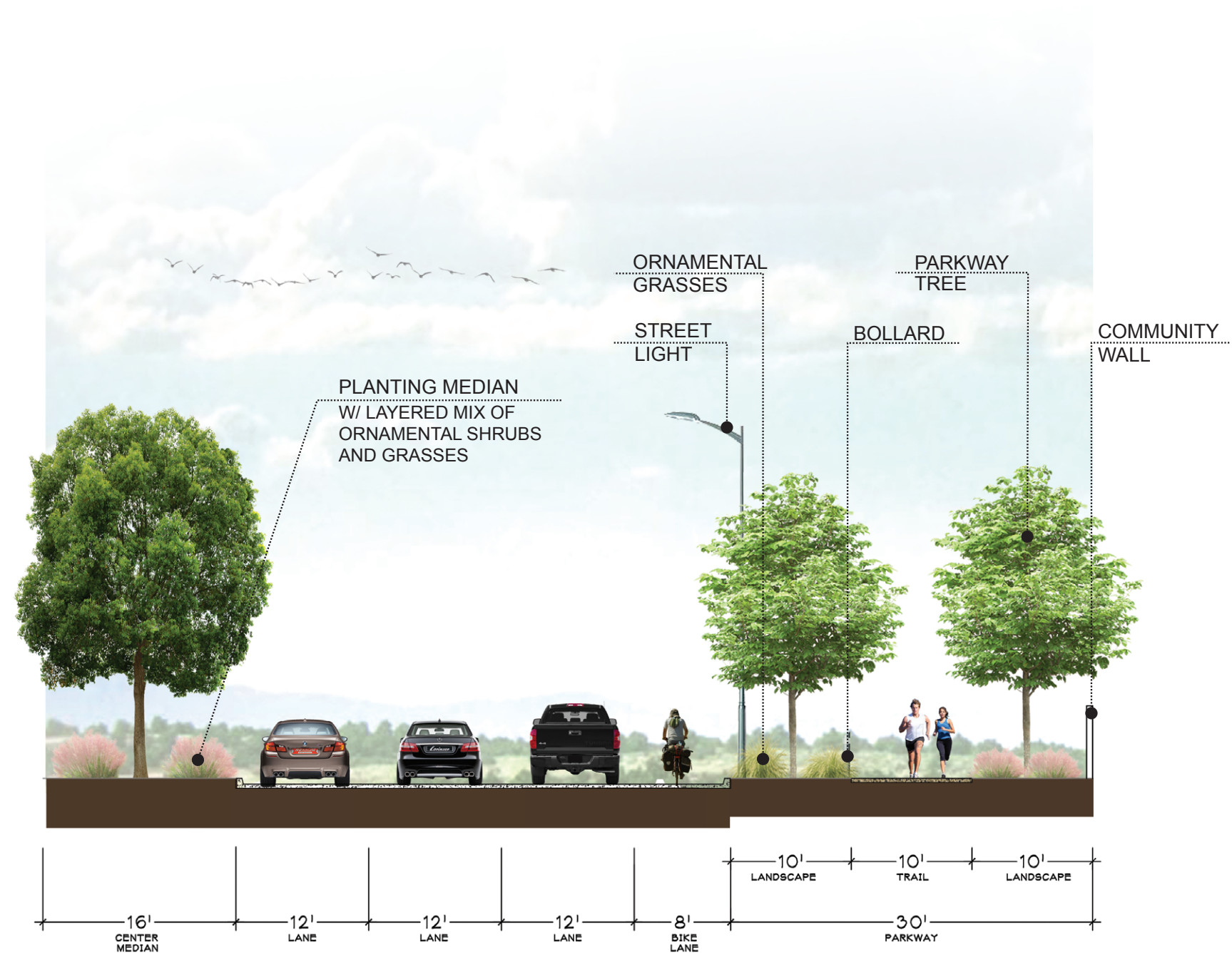


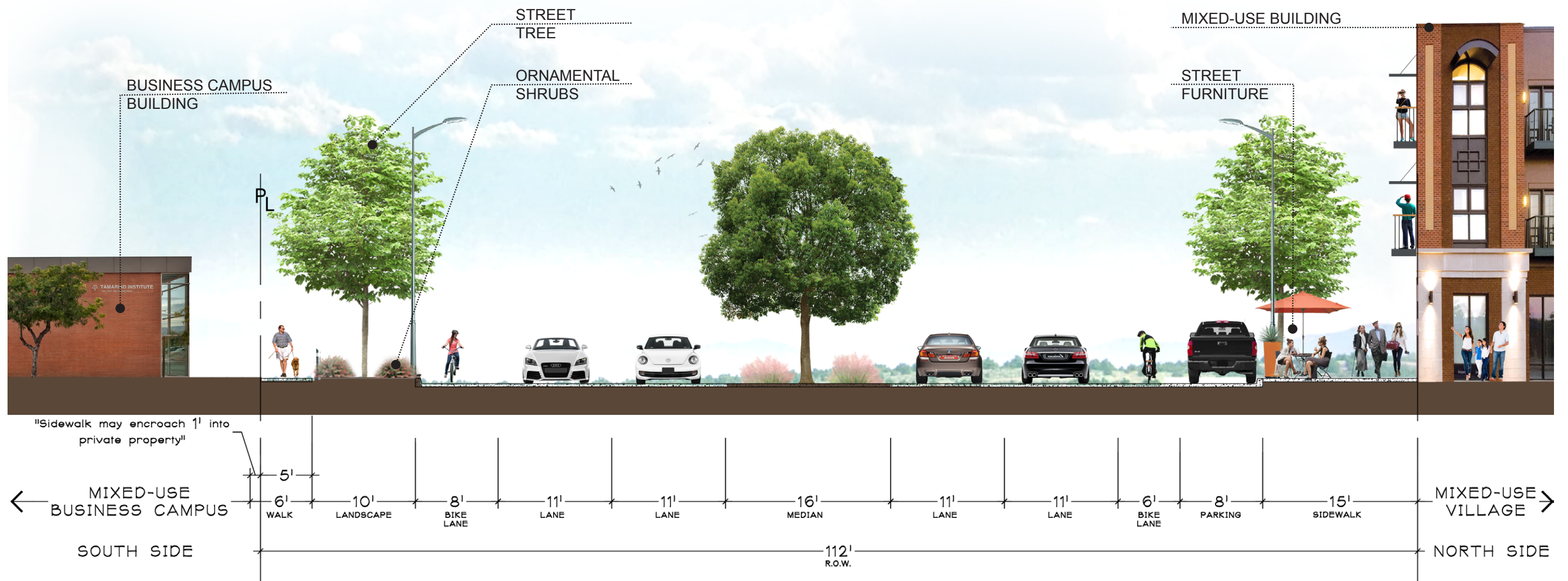


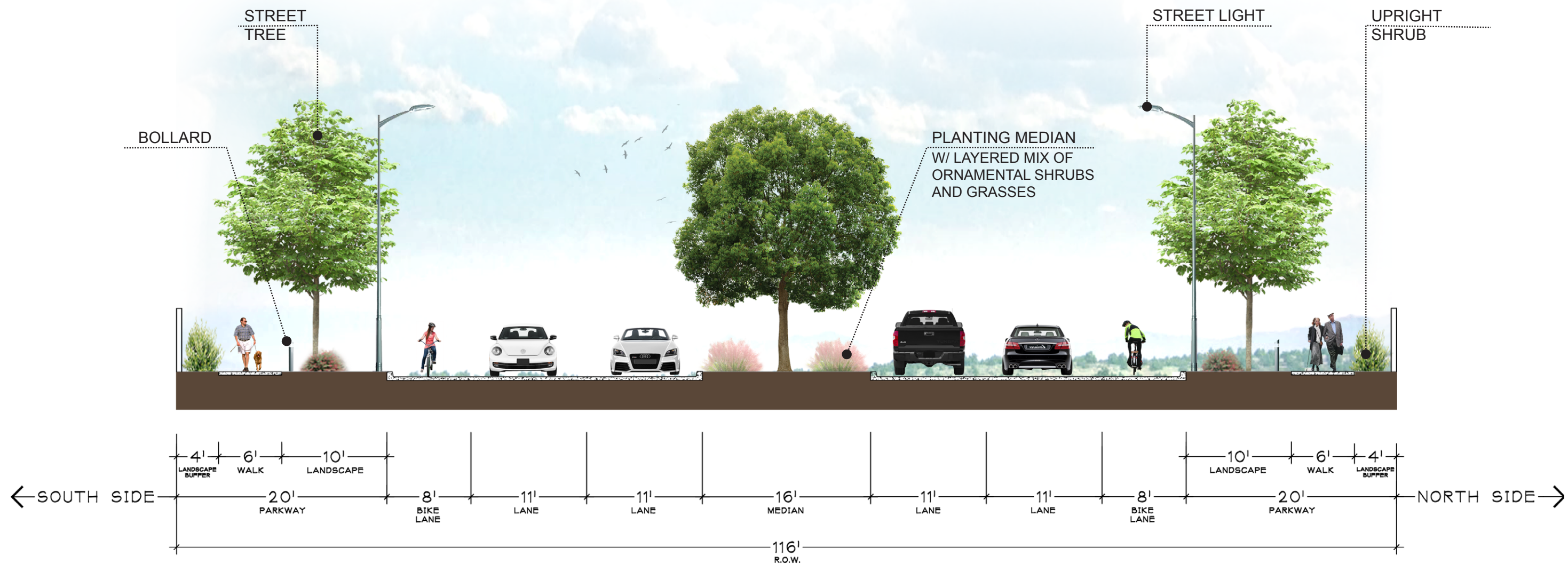
* Trail parkway width subject to review adjacent planned residential development offering equal or better trail design.





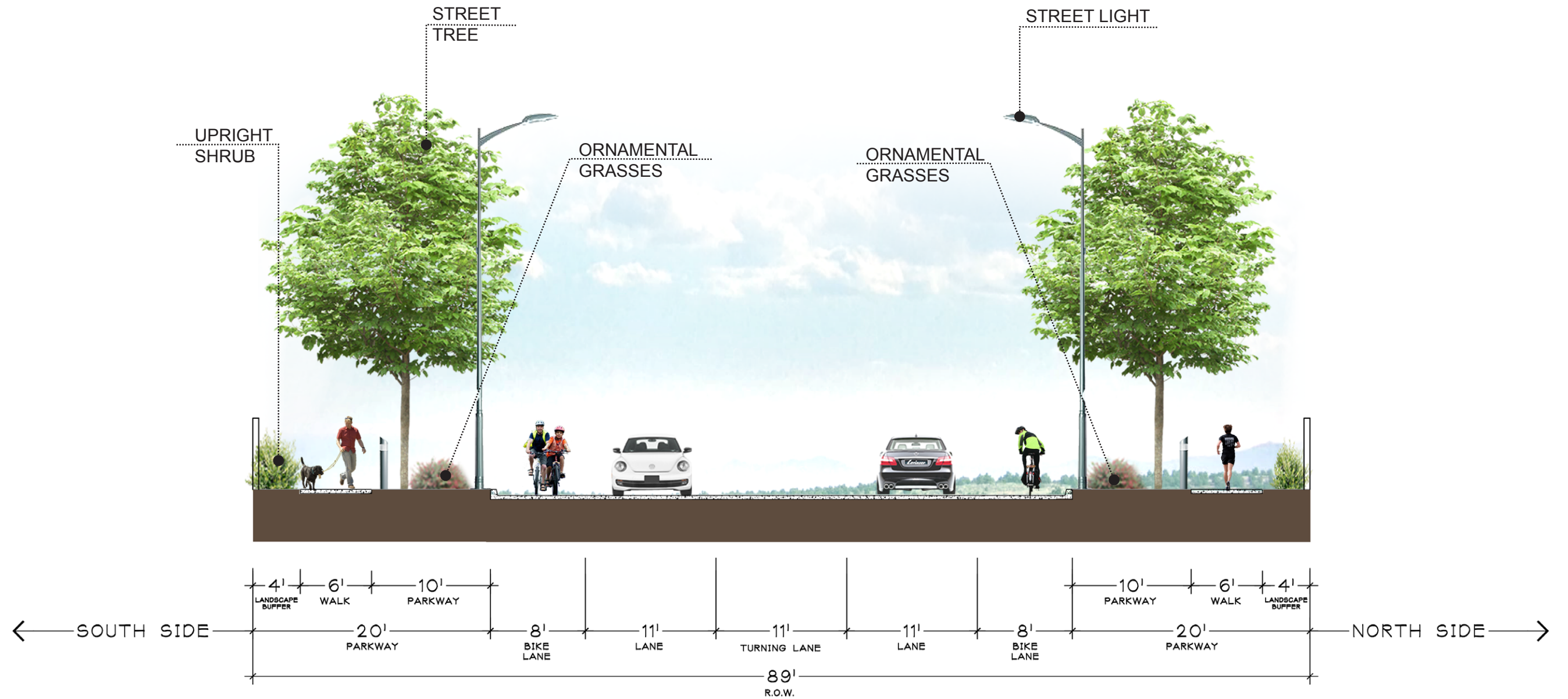


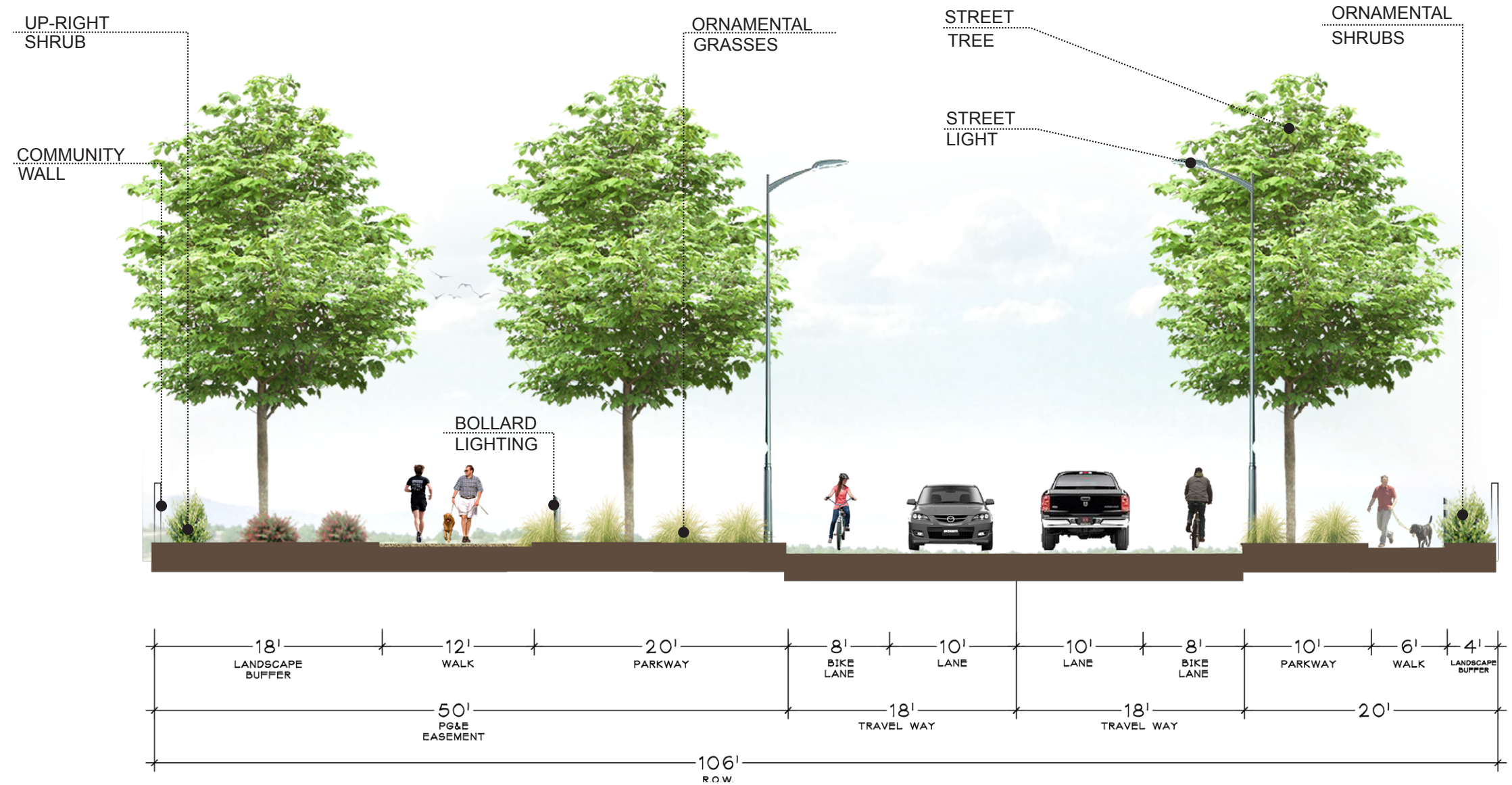




Community Blvd.

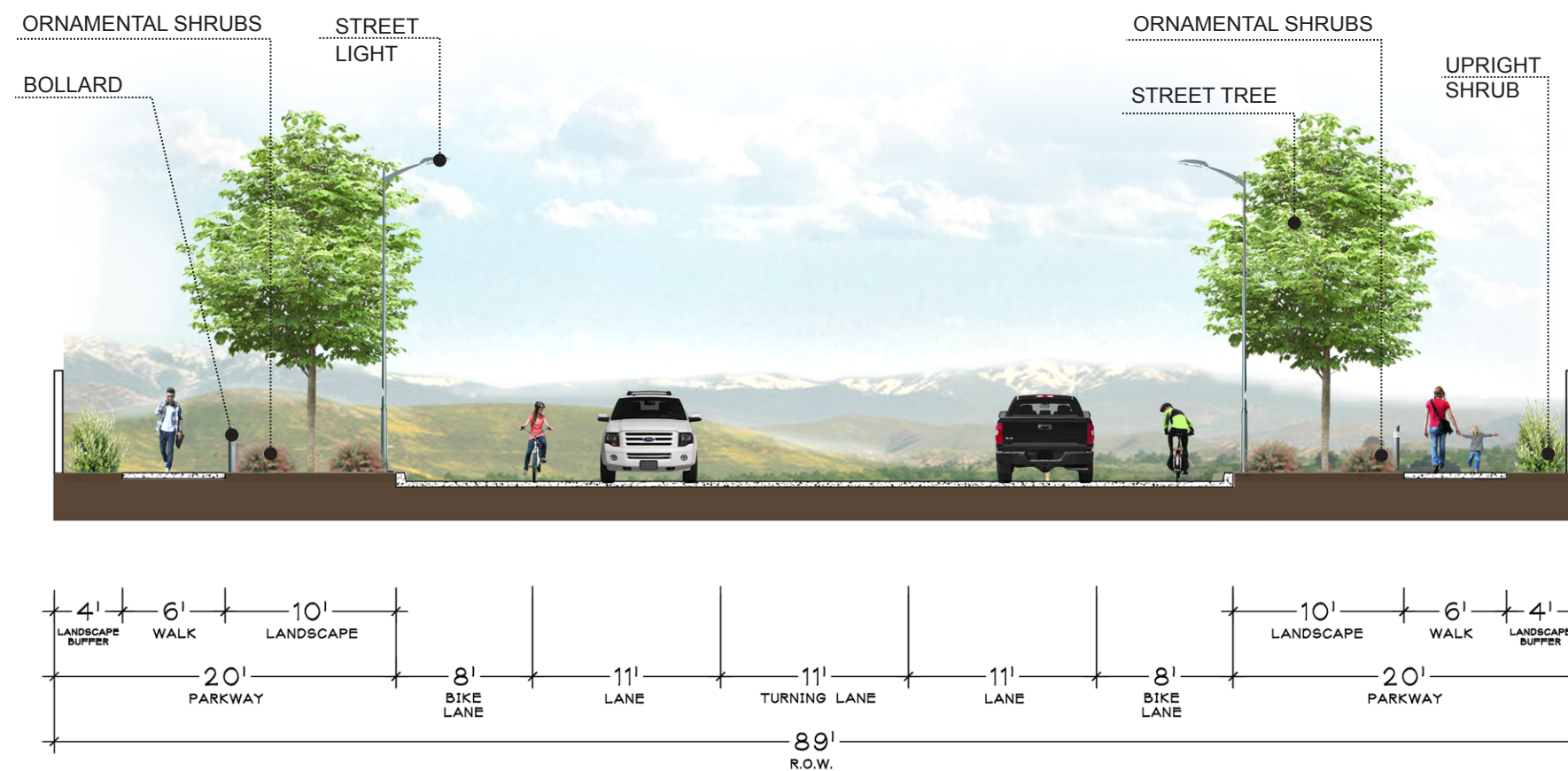
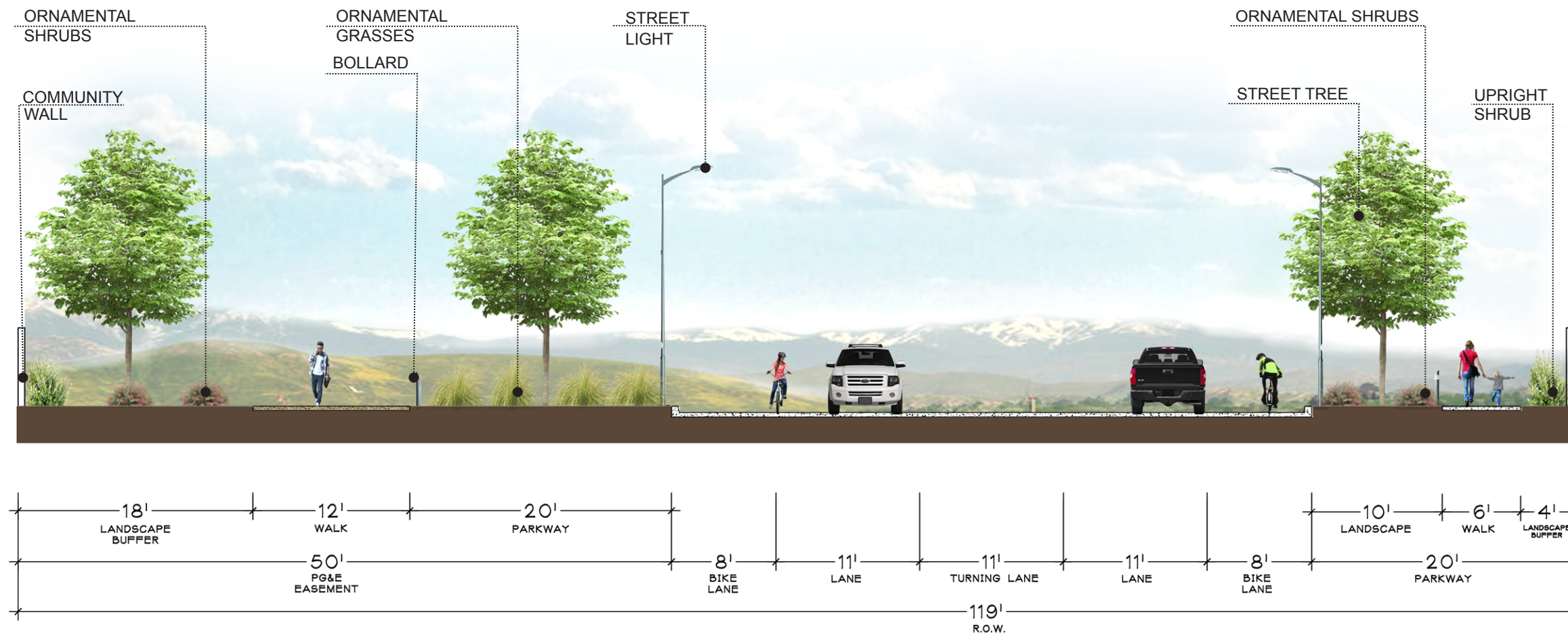






Neighborhood Blvd.

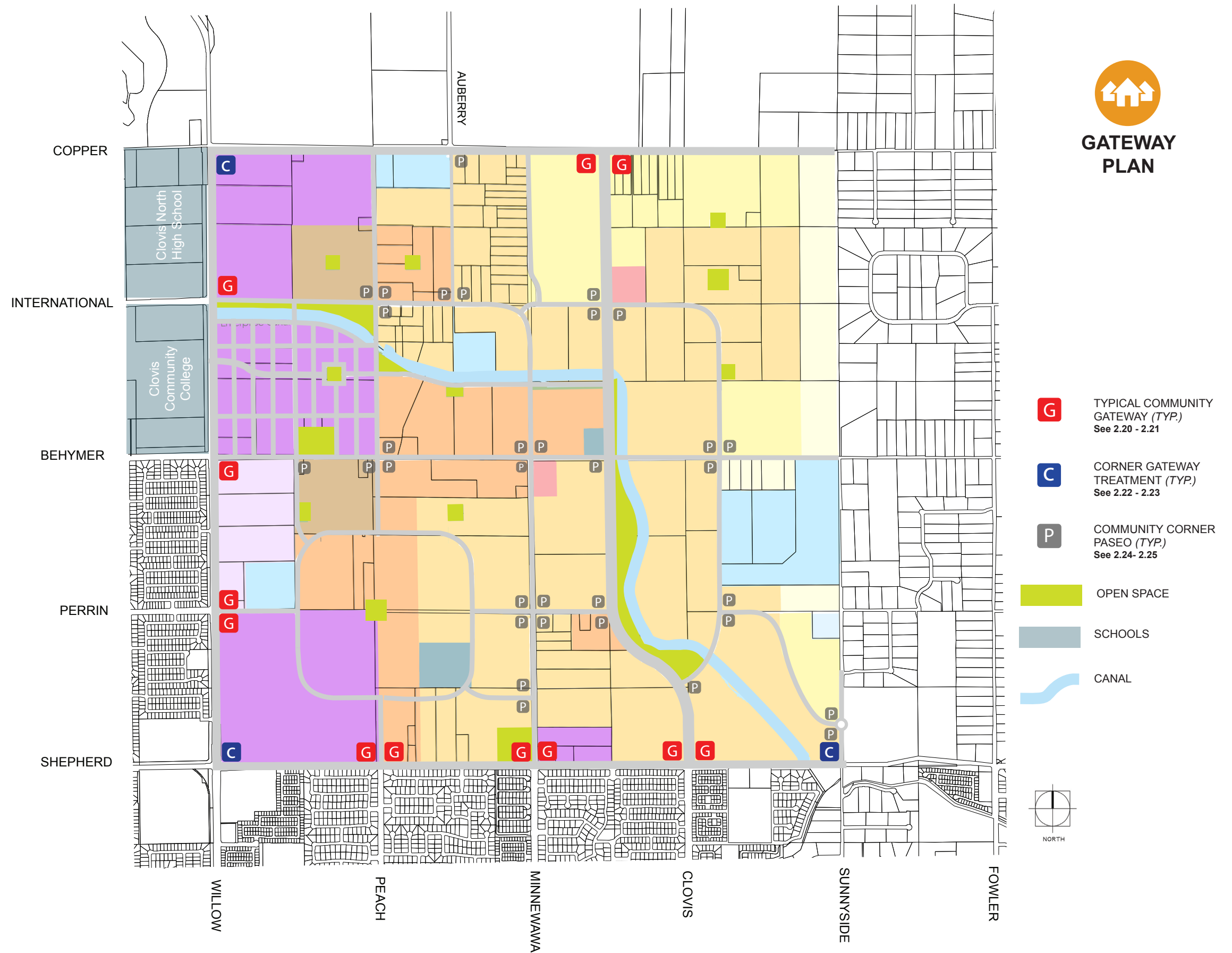




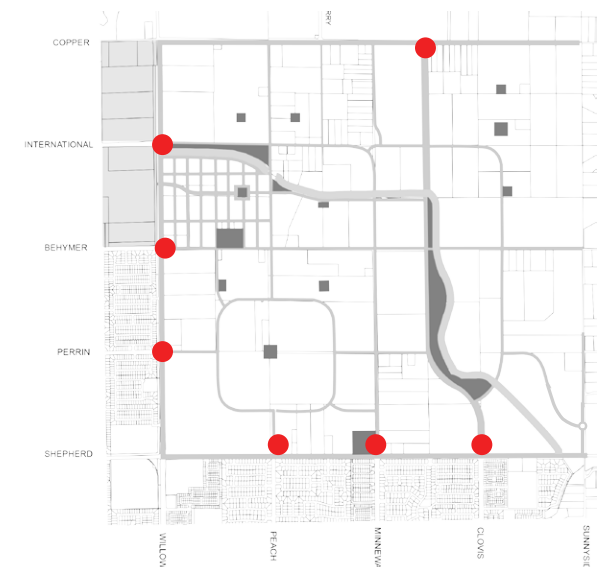
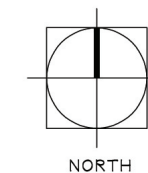
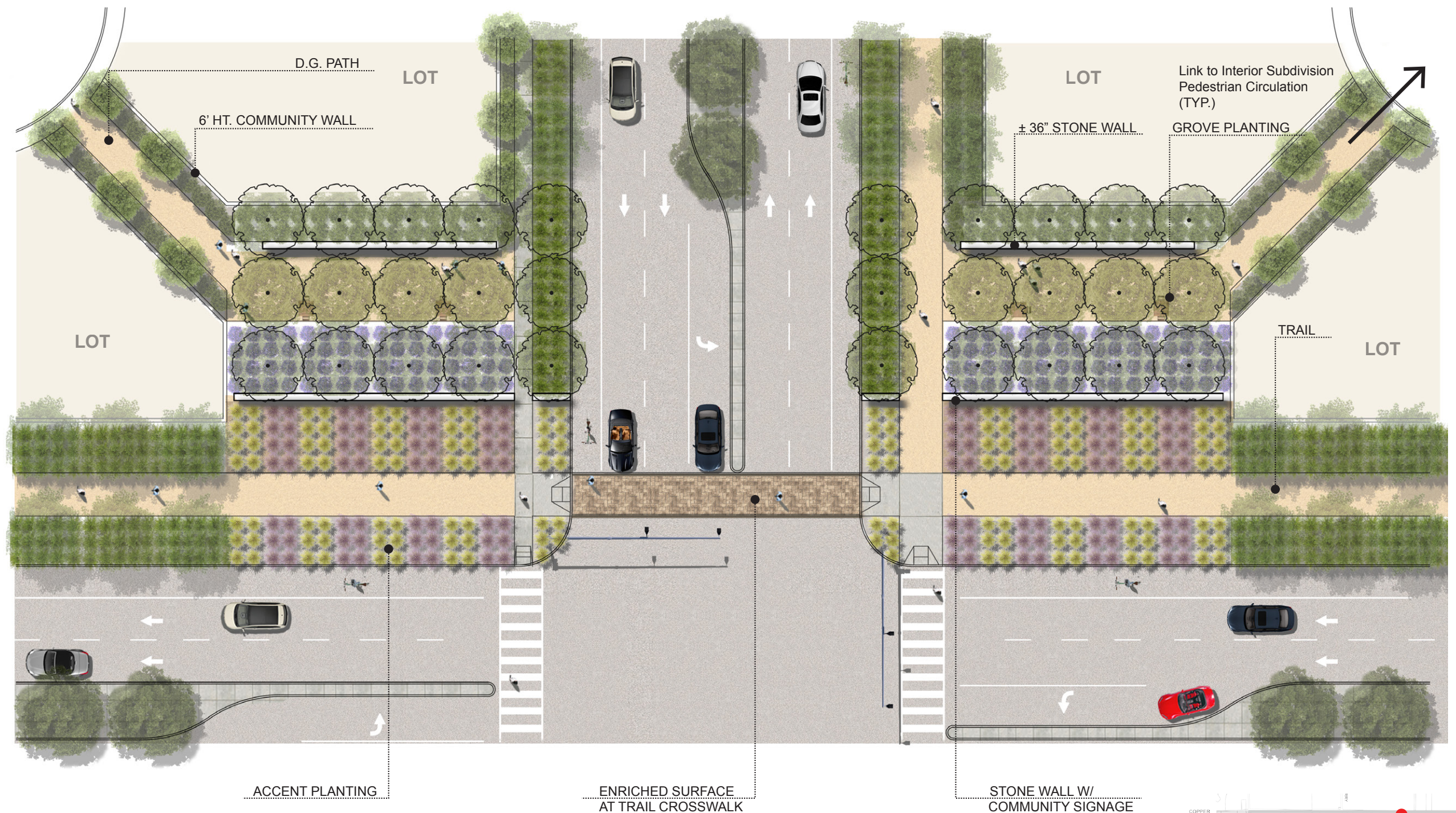
NOTE:
STREET SECTION LONGER THAN 1/8 MILE OR GREATER COULD INCORPORATE LANDSCAPE MEDIAN.



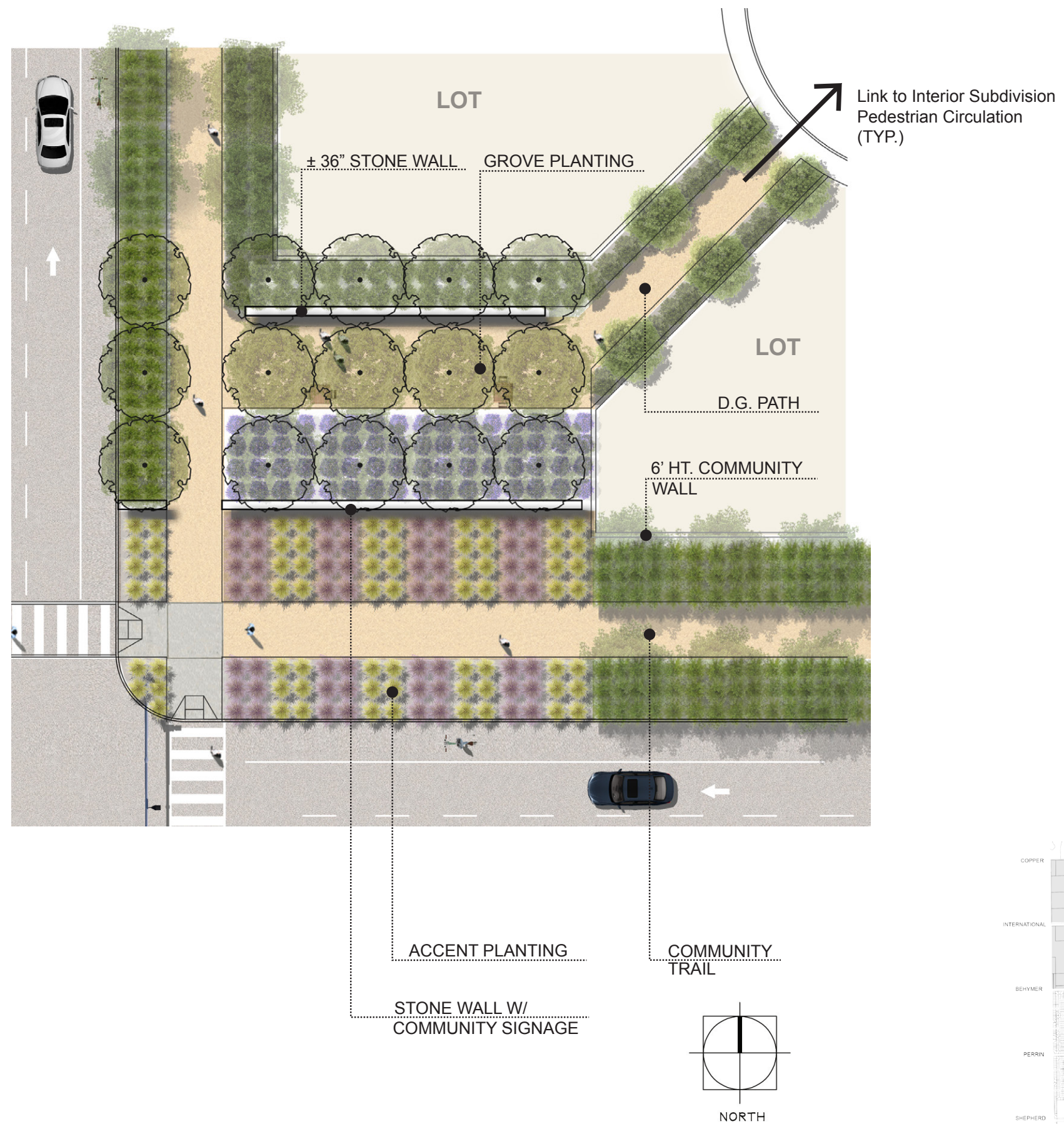
LANDSCAPE FRAMEWORK

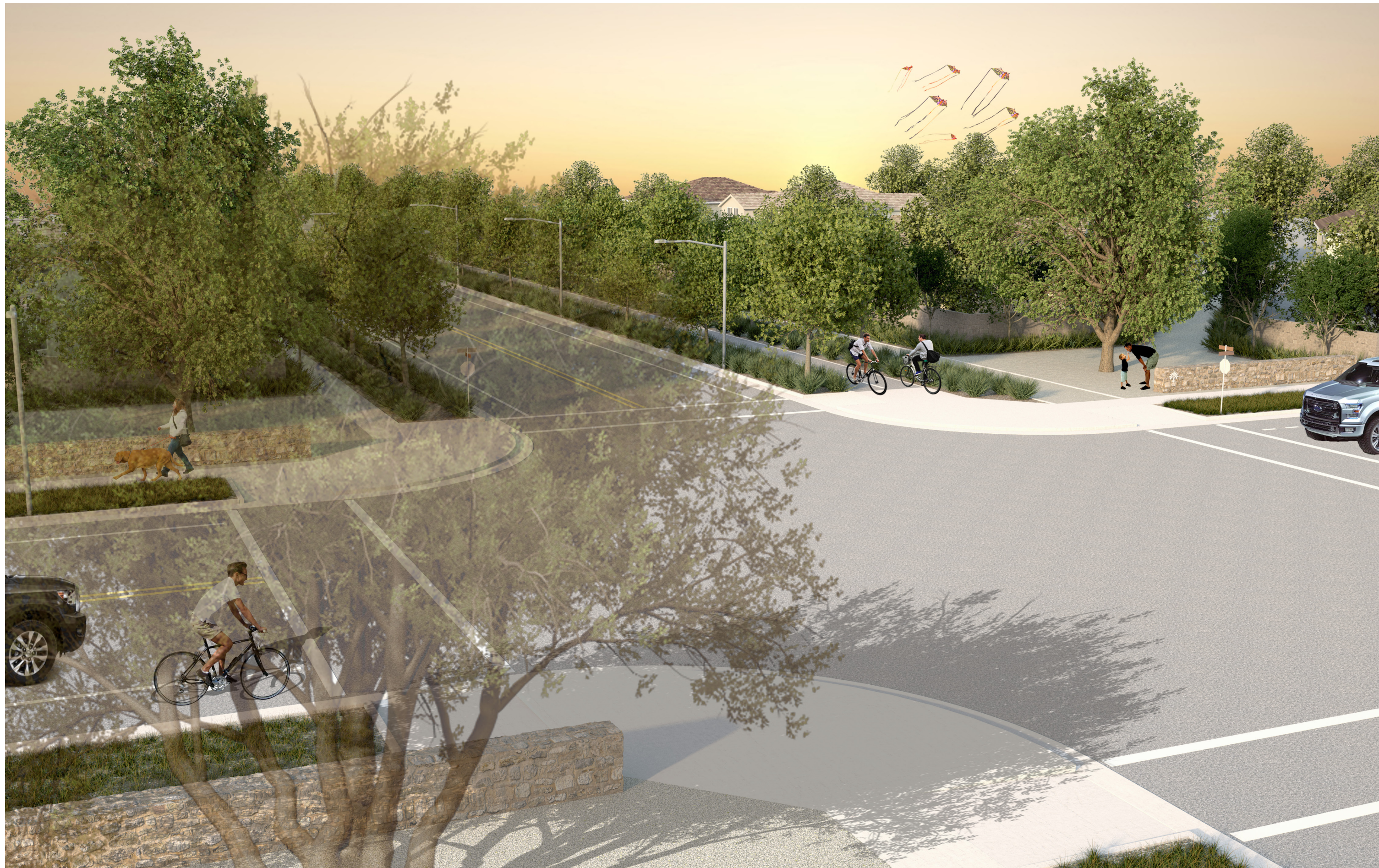


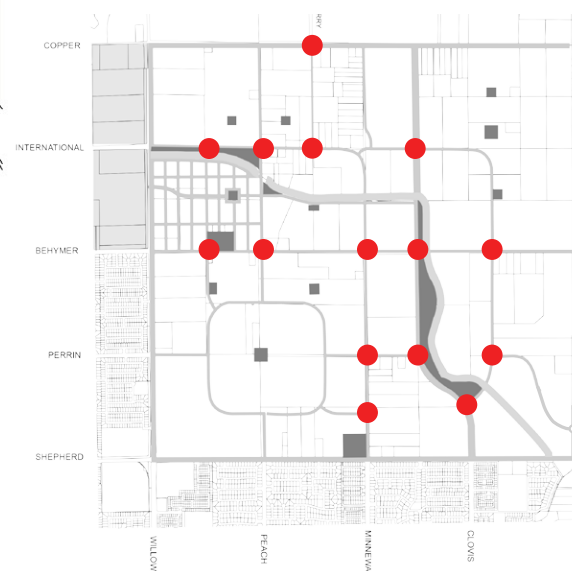
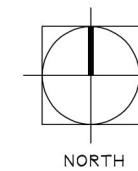
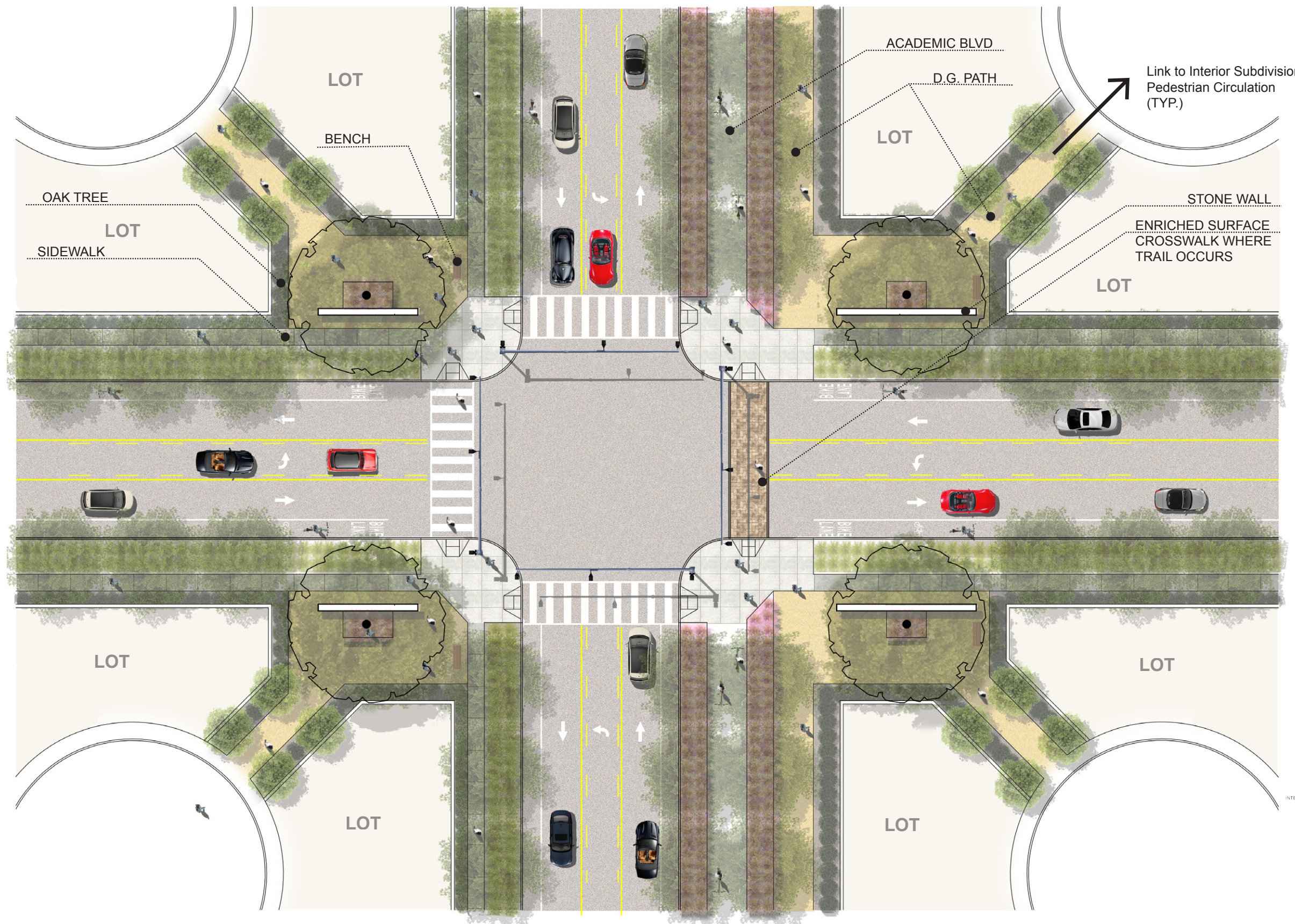


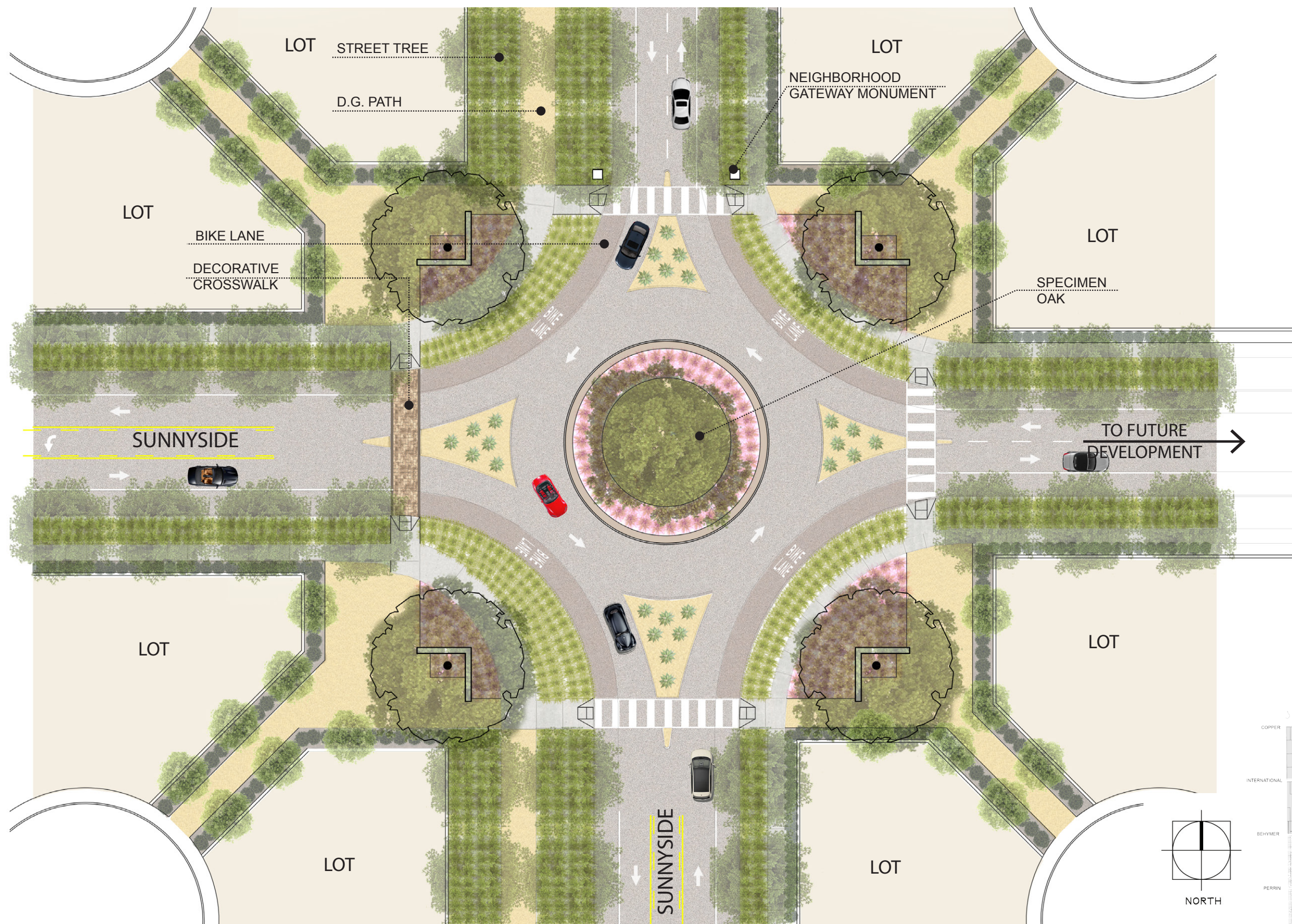














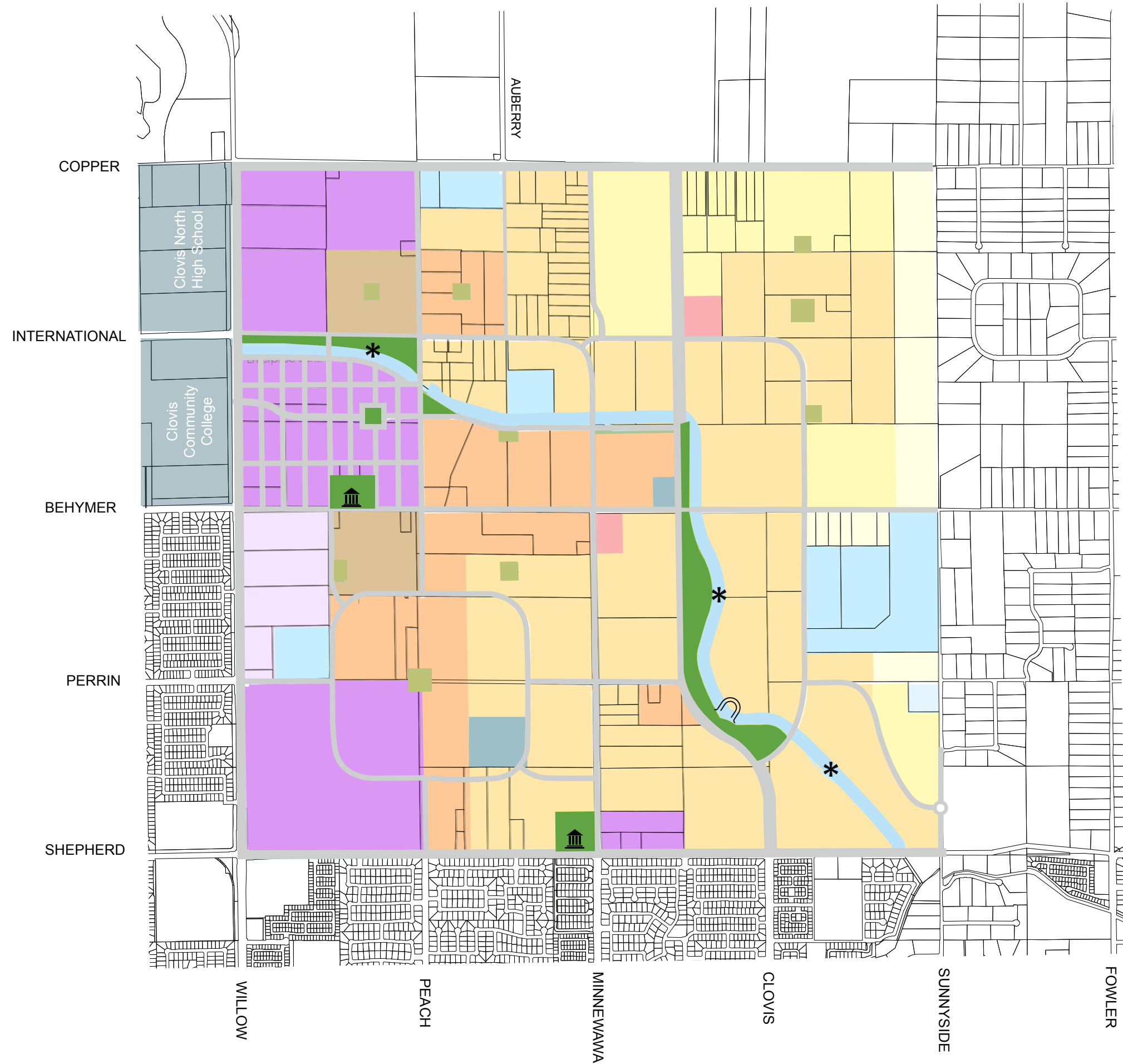
ELEMENT	MATERIAL										
	M - 1	M - 2	M - 3	M - 4	M - 5	M - 6	M - 7	M - 8	M - 9	M - 10	M - 11
Community Walls							•				
Low Walls	•	•	•	•	•	•					
Sidewalks									•	•	•
Trails							•				
Planter Beds		•	•				•				

MATERIALS








Simple and time honored materials that reflect the agricultural vernacular; rusted and galvanized metal, wood timber and siding, natural stone, crushed rock, decomposed granite or gravel. The following page illustrates how the material could be used in signage and monumentation.







PARKS

-  NEIGHBORHOOD PARKS
-  COMMUNITY PARKS
-  VIADUCT
-  EXISTING PEDESTRIAN BRIDGE
-  HISTORIC STRUCTURE
-  SCHOOLS
-  CANAL





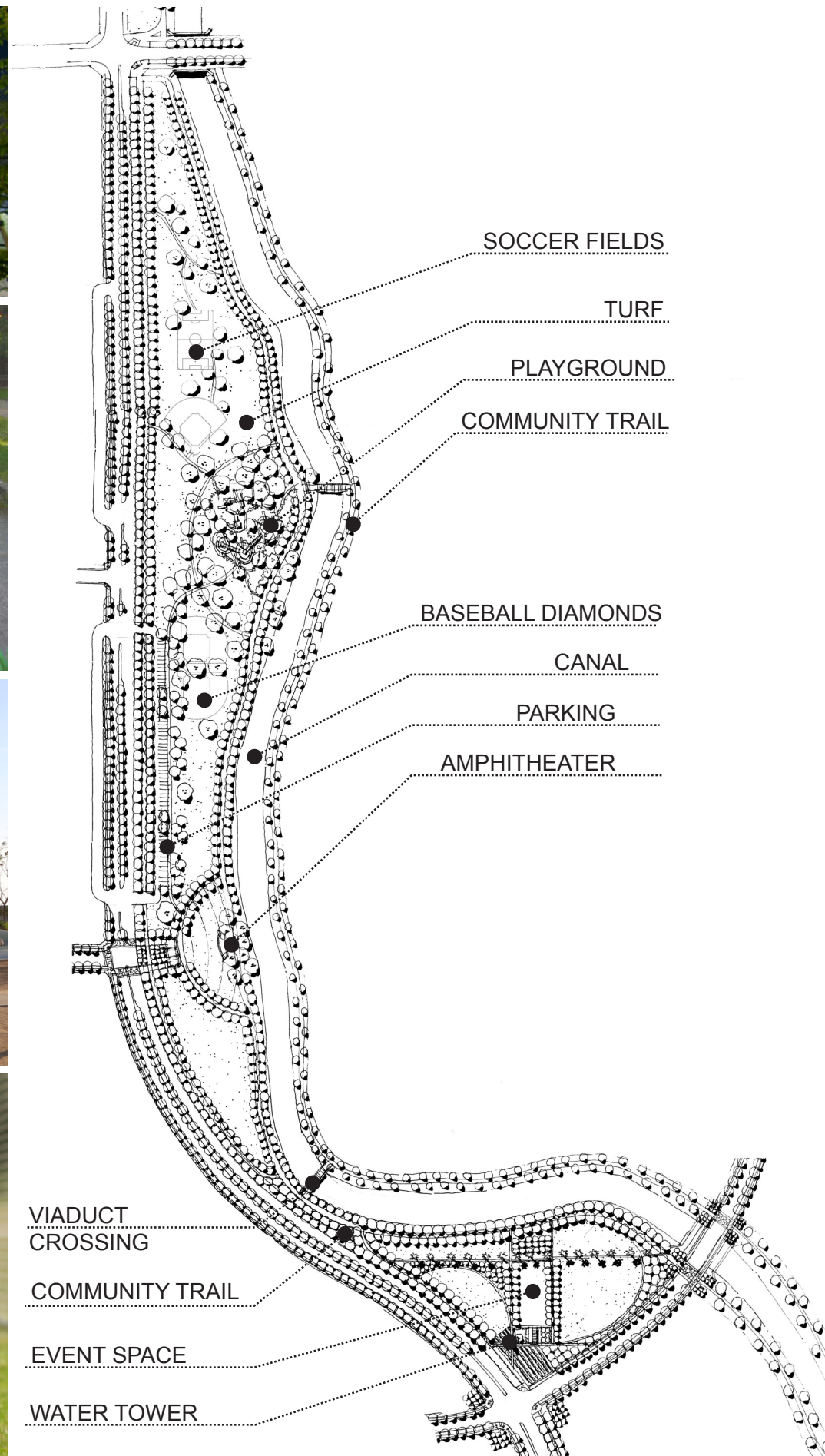
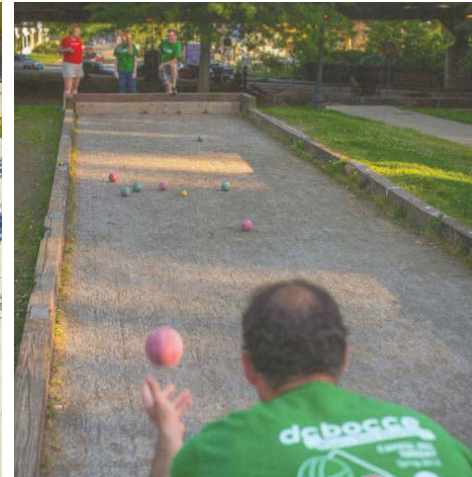
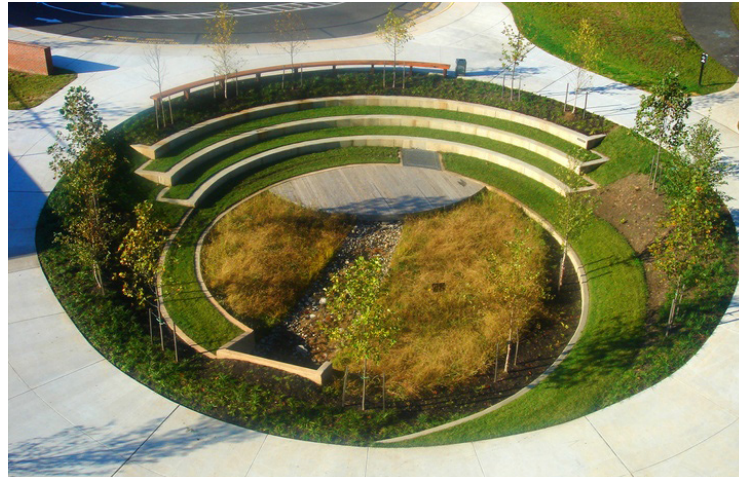
DESIGN INTENT

For over a century Clovis has fostered a tradition of excellence in athletics. Starting with the formation of Clovis High School in 1899, the area has grown to accommodate five high schools—with more to come. Various “Valley” and state championships, coupled with the academic reputation of the Clovis Unified School District (CUSD), has led to growing respect from the northern and southern parts of California—especially those seeking to raise a family. In seeking to continue this success, ultimately recognizing the health athletics brings to the community, Heritage Grove’s open space network including trails encourages residents to be active.

The community open space affords multiple opportunities for festivals, outdoor theater, pop-up markets and family gatherings. From simple, family-friendly opportunities, such as bocce ball and horseshoes, to more active, programmed recreation, such as baseball, football, soccer, and basketball.

Park event spaces could include covered pavilions adjacent picnic areas and BBQ’s, places to connect with family and the community at large during the day and into the evening. Whether you want to just be outside and relax, play pick-up basketball or host the annual Thanksgiving Day family football game, there is something for everybody, age and ability.





COMMUNITY PARK CONCEPTUAL PLAN

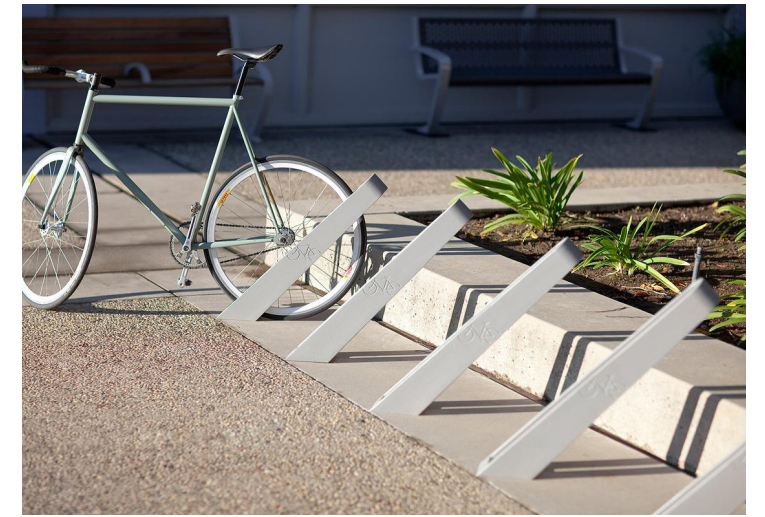
The Heritage Grove Community Park is considered to be a multi-use active and passive amenity. As well, off street parking will be provided to facilitate better access to the day and evening park uses. Lighted ball fields, soccer, play areas and trails, extend the time that local sports clubs and the community can enjoy the park.

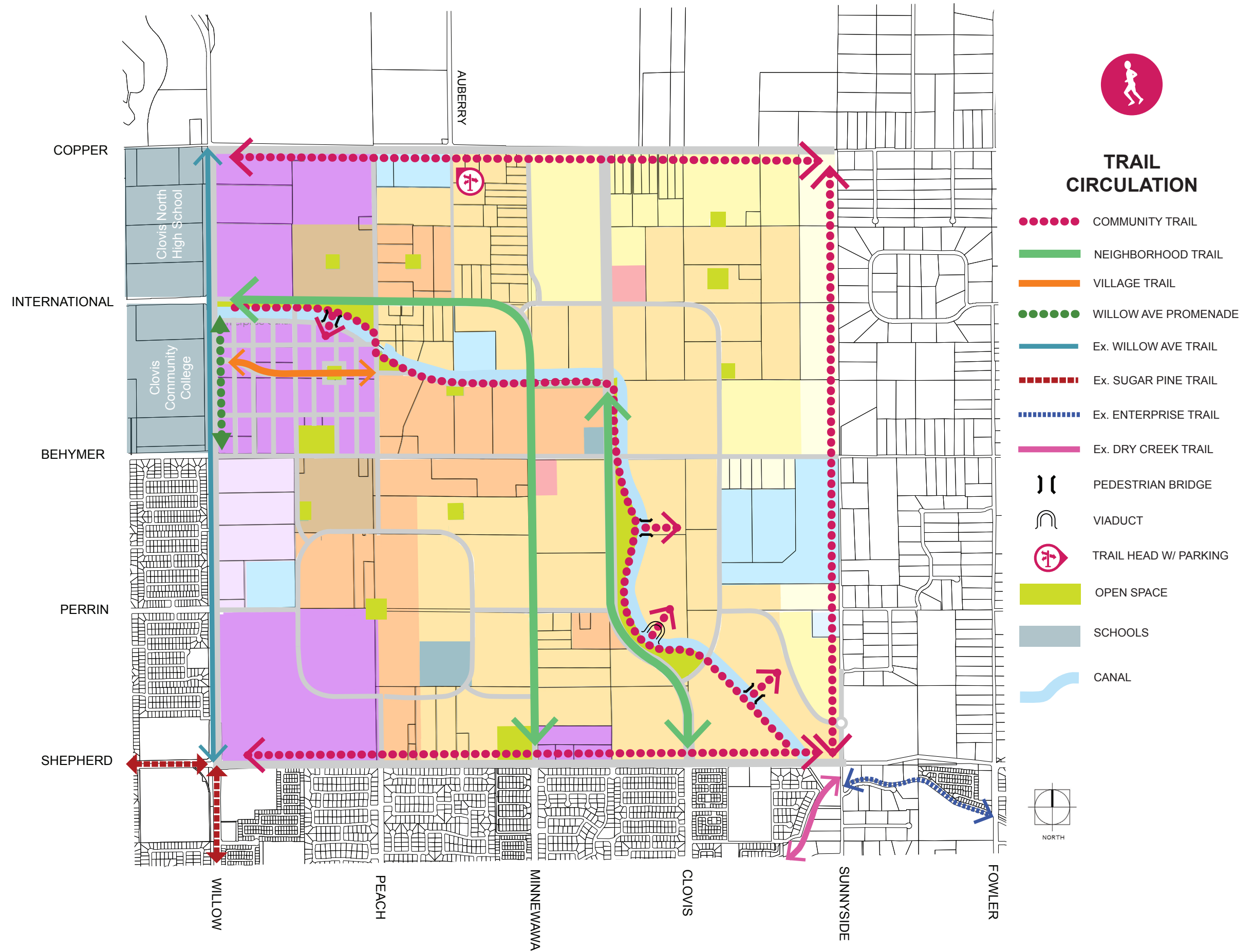
Other major amenities associated with the park include an outdoor amphitheater, stage, restrooms, pavilions, outdoor dining, ball fields, soccer, adventure play equipment (2-5 and 5-12 yrs), fitness par course and trails.

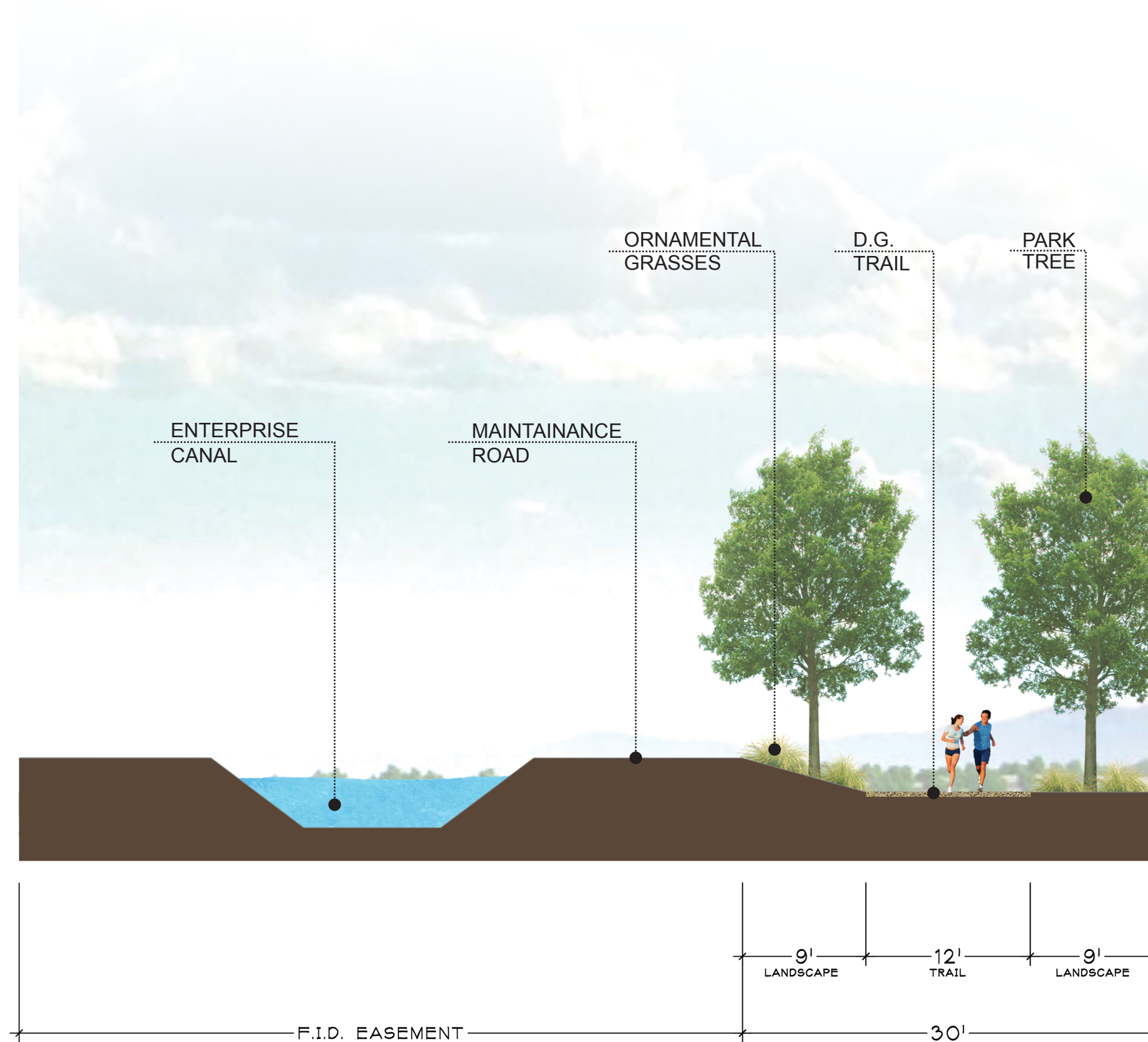
Included in the park program is space for community art that is both place making and whimsical, recalling the history of Heritage Grove, Clovis and the Central Valley. The park details and design theme are anchored by the agrarian roots of the land, both in form, color and materials.

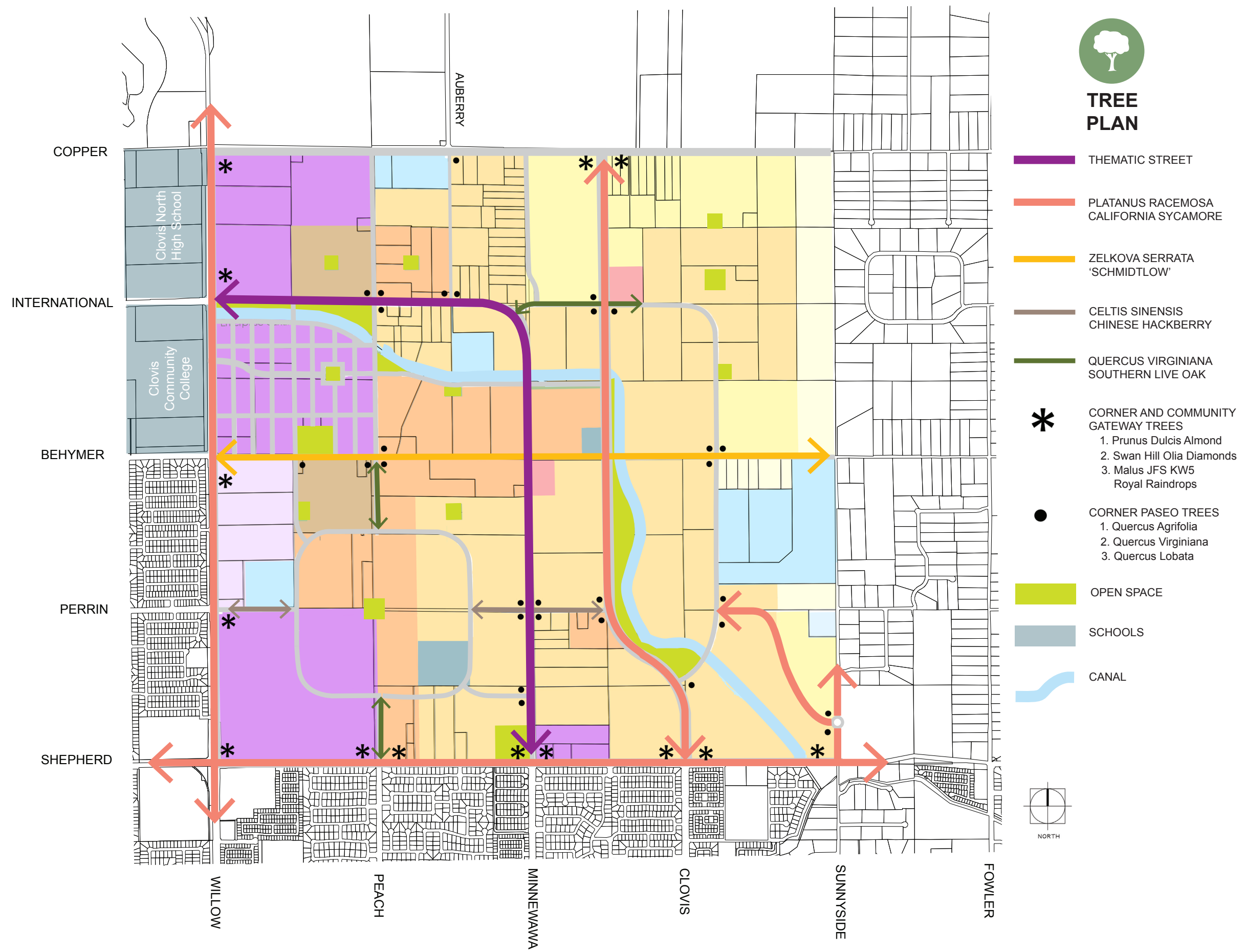






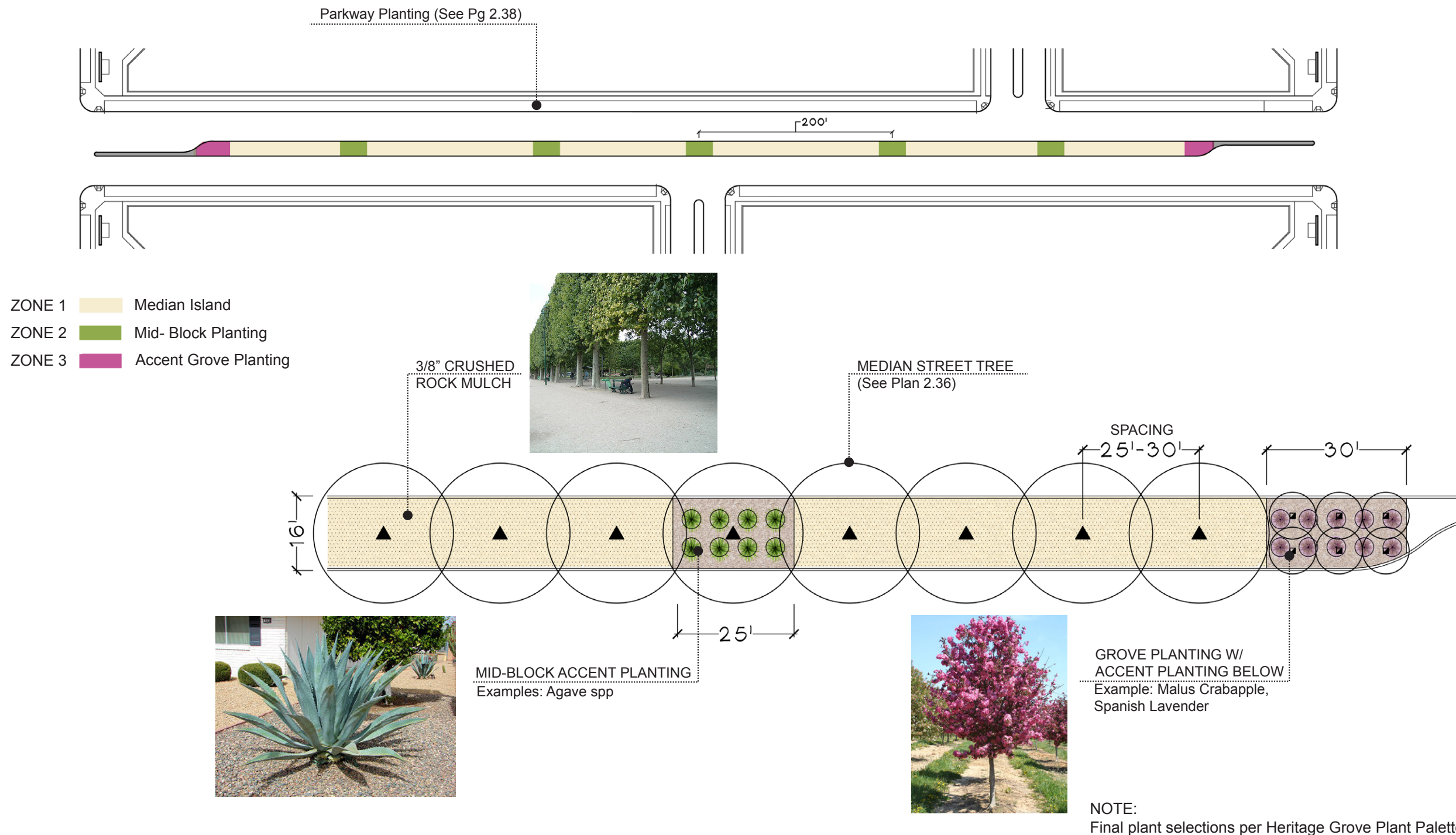


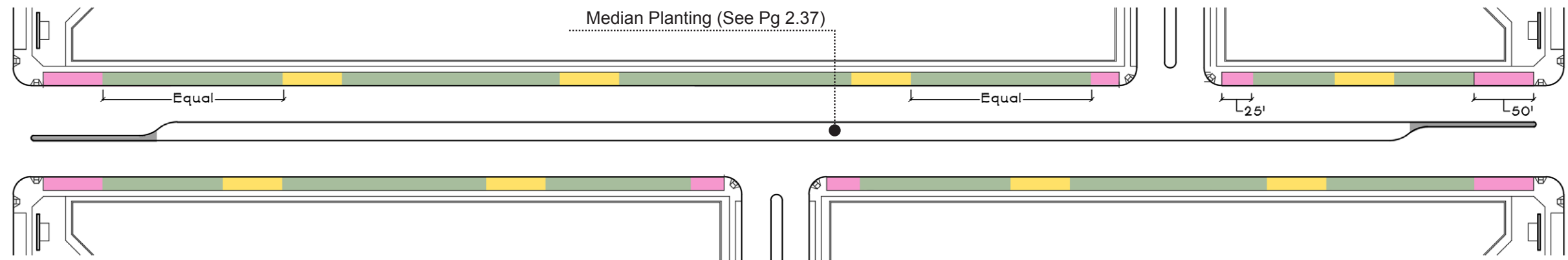




PARKWAYS AND MEDIANS

As identified in the Community Character and Theme, the landscape echoes the agrarian roots of the land. Orchards, vines, row crops, fields of wheat are all familiar landscape forms. Where the community gateways and neighborhood entries occur, these agrarian forms will be repeated, such as groves or bosques of trees and layered rows of accent shrubs. In between these parkway or median accent areas a “less is more” approach is intended with ornamental grasses, shrubs and groundcovers with crushed rock mulches in between. Alternative paving materials such as decomposed granite paving for trails and walks helps complete the rustic yet elegant nature of the landscape.

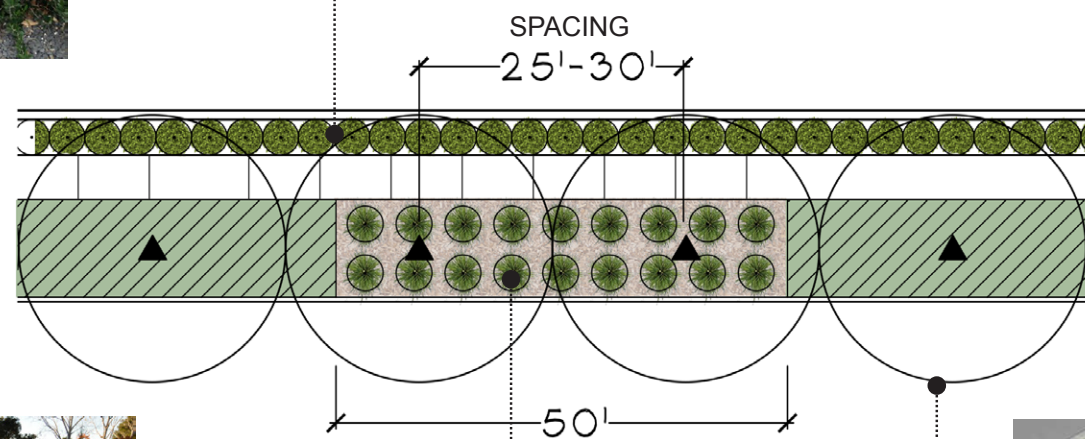




- ZONE 4 Accent Planting
- ZONE 5 Intermediate Planting
- ZONE 6 Mid-Block Planting



WALL PLANTING
Example: Little Ollie



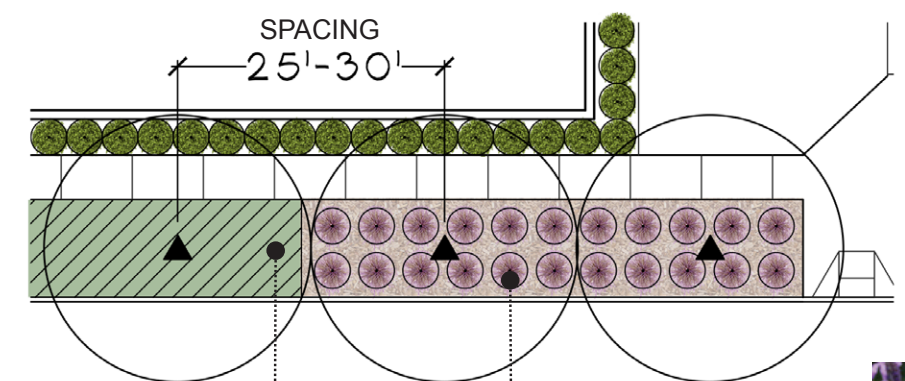
MID BLOCK PLANTING
Example: Festuca Mairei

STREET TREE
(See Plan 2.36)



GROUNDCOVER
Example: Myoporum Parvifolium

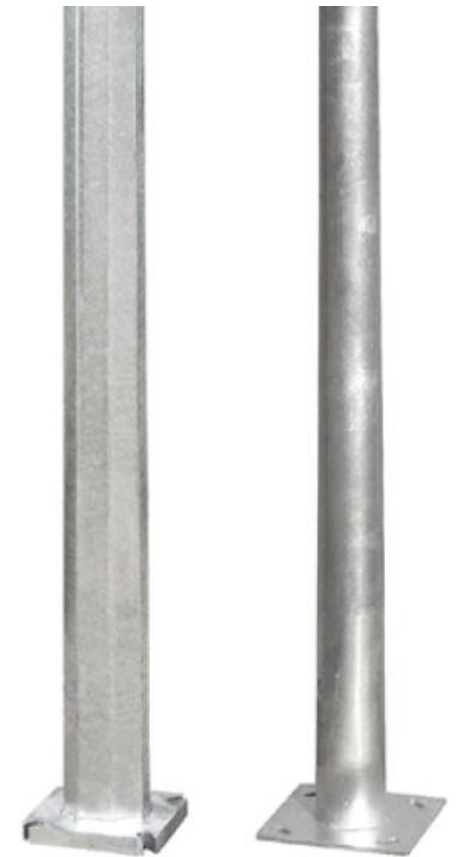
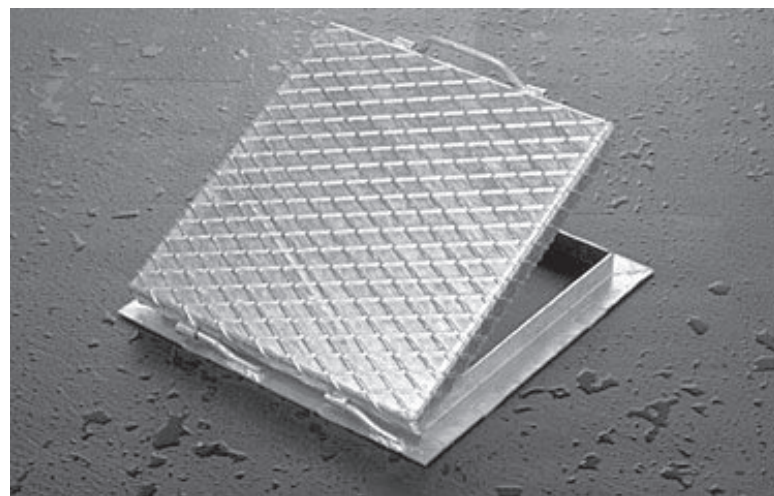
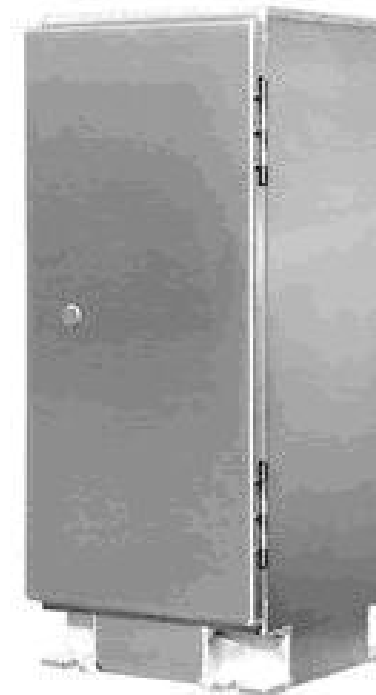
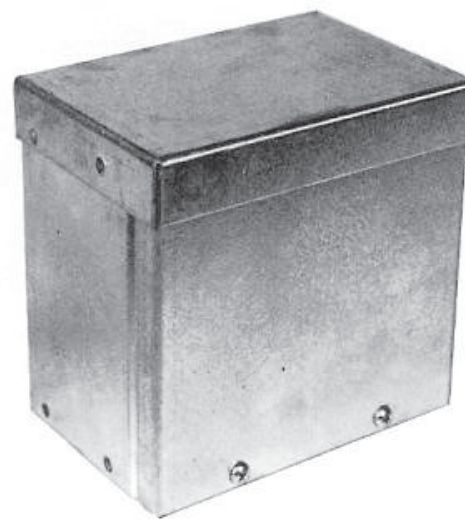
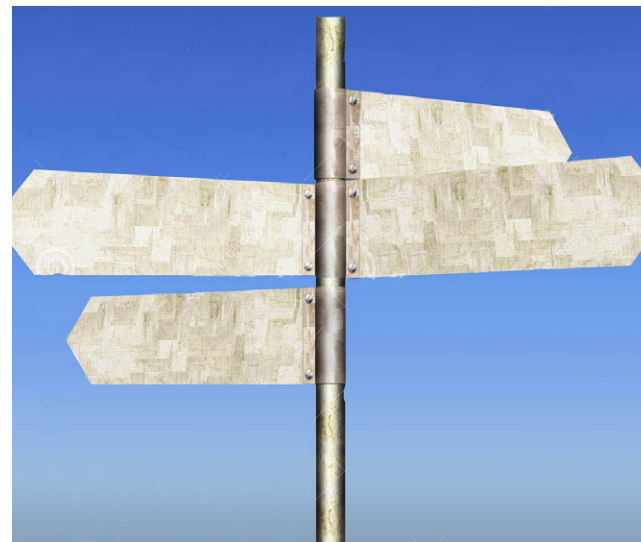
ACCENT PLANTING



FLOWERING ACCENT PLANTING
Example: Spanish Lavender

NOTE:
Final plant selections per Heritage Grove Plant Palette.





Tree Location Matrix

SYM	Common Name	Botanical Name	Water Use	Deciduous/ Evergreen	Median	Parks	Parkways	Paseo	Community Entries	Accent	Edible	Native	Trails + Open Space
T-1	Strawberry Tree	Arbutus unedo	L	E	•			•			•	•	•
T-2	Lemon, orange, etc	Citrus spp.	M	E		•							
T-3	Italian Cypress	Cupressus sempervirens	M	E		•		•					
T-4	Goldenrain Tree	Koelreuteria paniculata	M	D	•		•	•		•			
T-5	Crape Myrtle (Red)	Lagerstroemia indica 'Dynamite'	L	D		•			•	•			
T-6	Crape Myrtle (White)	Lagerstroemia indica 'Natchez'	L	D	•	•			•	•			
T-7	Crape Myrtle (Pink)	Lagerstroemia indica 'Muskogee'	L	D	•	•	•	•	•	•			
T-8	Bay Laurel	Laurus nobilis	L	E	•		•	•				•	
T-9	Saratoga Bay	Laurus nobilis 'Saratoga'	L	E	•		•	•				•	
T-10	Olive	Olea europaea	VL	E	•				•		•		•
T-11	Fruitless Olive	Olea europaea 'swan hill'	VL	E		•	•		•				
T-12	Date Palm	Phoenix dactylifera	L	E	•	•	•						
T-13	Italian Stone Pine	Pinus pinea	L	E		•							•
T-14	Chinese Pistache	Pistacia chinensis 'Keith Davies'	L	D	•	•	•			•			
T-15	London Plane	Platanus X acerifolia and cvs.	M	D	•	•	•						•
T-16	Holly Oak	Quercus ilex	L	E	•	•							
T-17	Valley Oak	Quercus lobata	L	D	•	•						•	•
T-18	English Oak	Quercus robur	M	D	•	•	•	•		•			
T-19	Skinny Genes Oak	Quercus 'Skinny Genes'	M	D	•		•						
T-20	Cork Oak	Quercus suber	L	E	•	•	•	•		•			•
T-21	Southern Live Oak	Quercus virginiana	M	E	•	•	•	•		•			•
T-22	Interior Live Oak	Quercus wislizeni	VL	E	•	•	•	•				•	•
T-23	Brisbane Box	Tristaniaopsis laurina	M	E	•			•					
T-24	California Fan Palm	Washingtonia filifera	M	E	•	•	•					•	
T-25	Saw Leaf Zelkova	Zelkova serrata	M	D	•	•	•						



T-1



T-2



T-3



T-4



T-5



T-6



T-7



T-8



T-9



T-10



T-11



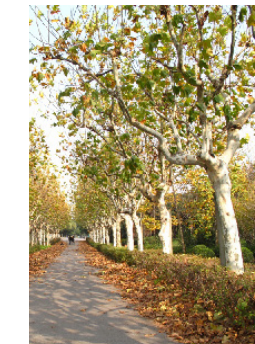
T-12



T-13



T-14



T-15



T-16



T-17



T-18



T-19



T-20



T-21



T-22



T-23



T-24



T-25



Shrub Location Matrix

SYM	Common Name	Botanical Name	Water Use	Median	Parks	Parkways	Paseo	Community Entries	Accent	Slope Erosion	Native	Trails + Open Space
S-1	Prostrate Acacia	Acacia redolens 'Desert Carpet'	VL							•		•
S-2	Fern Leaf Yarrow	Achillea 'Moonshine'	L		•			•	•			
S-3	Lily of the Nile	Agapanthus africanus 'Queen Anne'	M	•	•			•	•			
S-4	Weber Agave	Agave weberi	VL		•		•	•	•			
S-5	Crimson Pygmy Barberry	Berberis thunbergii autropurpurea	M	•	•		•					
S-6	Japanese Boxwood	Buxus m. japonica	M		•			•				
S-7	Bottle Brush	Callistemon citrinus 'Little John'	L	•	•	•	•					•
S-8	Fortnight Lily	Dietes bicolor	L	•	•	•	•	•				
S-9	Pineapple Guava	Fejoa sellowiana	L		•					•		•
S-10	Evergreen Euonymus	Euonymus japonicus	L	•	•		•	•				
S-11	Daylily (Evergreen varieties)	Heemerocallis spp.	M	•	•	•	•	•	•			
S-12	Red Yucca	Hesperaloe parvifolia	L		•			•	•		•	•
S-13	Red Hot Poker	Kniphofia uvaria	L	•	•	•	•		•			
S-14	Bay Laurel	Laurus nobilis	L		•							•
S-15	Spanish Lavendar	Lavandula stoechas 'Otto quast'	L		•				•			
S-16	Japanese Privet	Ligustrum japonicum 'texanum'	L									•
S-17	Little Ollie Dwarf Olive	Olea europaea 'Montra'	VL	•	•	•	•					•
S-18	Russian Sage	Perovskia atriplicifolia	L		•		•	•	•			•
S-19	New Zealand Flax	Phormium tenax	L	•	•		•	•	•			
S-20	Dwarf Pittosporum	Pittosporum tobira 'Wheelers Dwarf'	M		•		•					
S-21	Dwarf Indian Hawthorne	Rhaphiolepis indica 'Ballerina'	M		•	•	•			•		•
S-22	Yeddo Hawthorne	Rhaphiolepis umbellata	L		•		•					
S-23	Carpet Rose	Rosa	M	•		•	•	•	•			
S-24	Floribunda Rose	Rosa floribunda	M	•	•		•	•	•			
S-25	Rosemary	Rosmarinus officinalis 'Tuscan Blue'	L		•						•	•
S-26	Trailing Rosemary	Rosmarinus 'Prostratus'	L							•	•	•
S-27	Germander	Teucrium chamaedrys 'Nanum'	L		•			•	•			
S-28	Society Garlic	Tulbaghia violacea	L	•	•	•	•	•	•			
S-29	Laurustinus	Viburnum tinus	M		•							•



S-1



S-2



S-3



S-4



S-5



S-6



S-7



S-8



S-9



S-10



S-11



S-12



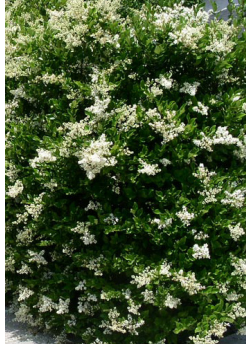
S-13



S-14



S-15



S-16



S-17



S-18



S-19



S-20



S-21



S-22



S-23



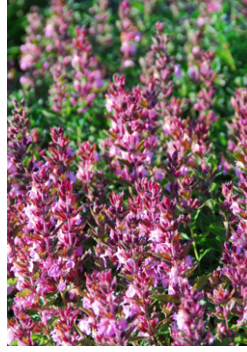
S-24



S-25



S-26



S-27



S-28



S-29



Grasses, Groundcover, and Vines

Location Matrix

SYM	Common Name	Botanical Name	Water Use	Median	Parks	Parkways	Paseo	Community Entries	Accent	Slope Erosion	Native	Trails + Open Space
Grasses												
G-1	Western Meadow Sedge	Carex praegracilis	M	•		•					•	•
G-2	Atlas Fescue	Festuca mairei	L	•	•	•	•	•		•	•	•
G-3	Creeping Wild Rye	Leymus triticoides	L							•	•	•
G-4	Maiden Grass	Miscanthus sinensis 'Morning Light'	M	•		•						•
G-5	White Muhly Grass	Muhlenbergia capillaris 'White Cloud'	L	•	•	•	•	•	•			•
G-6	Pink Muhly Grass	Muhlenbergia capillaris 'Regal Mist'	L	•	•	•	•	•	•			•
G-7	Bull Grass	Muhlenbergia dubia	L	•	•	•	•			•	•	•
G-8	Slender Veldt Grass	Pennisetum spathiolatum	L	•	•	•	•			•	•	•
G-9	John Greenlee's Moor Grass	Sesleria 'Greenlee'	M	•	•	•	•	•				
G-10	Sand Cord Grass	Spartina bakeri	L		•		•			•	•	•
G-11	Giant Feather Grass	Stipa gigantia	L		•		•	•	•	•		•
Groundcover												
GC-1	Myoporum	Myoporum parvifolium & cvs.	L	•	•	•	•			•		•
GC-2	Groundcover Roses	Rosa 'Drift Series'	M	•	•	•	•	•	•			
Vines												
V-1	Creeping Fig	Ficus pumila	M		•			•				•
V-2	Cat's Claw Vine	Macfadyena unguis-cati	L		•			•	•			•
V-3	Boston Ivy	Parthenocissus tricuspidata	M		•			•	•			•



G-1



G-2



G-3



G-4



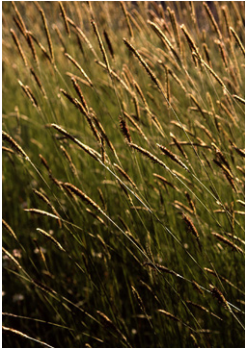
G-5



G-6



G-7



G-8



G-9



G-10



G-11



GC-1



GC-2



V-1



V-2



V-3

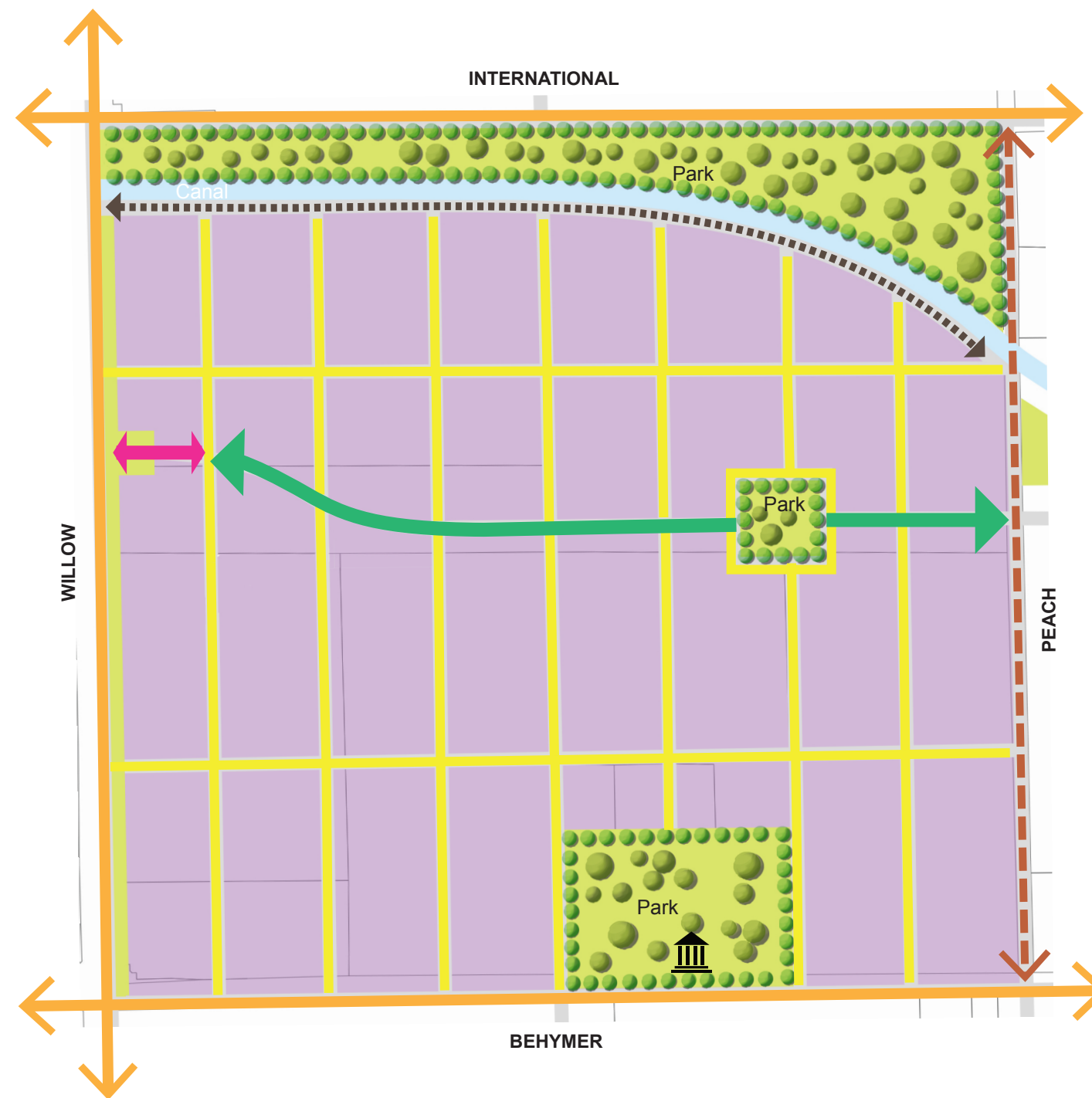


VILLAGE


VILLAGE CHARACTER

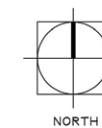
The Design Guidelines portray the character and design concept of the “village” within Heritage Grove. The design intent is to illustrate and inspire what could occur with both the street scale and geometry of the vehicular and pedestrian circulation system. The “urban” trails and village park are fundamental to the overall pedestrian scale including the Main Street Promenade. Together these concepts reinforce a walkable (village) environment and provide (pedestrian) connectivity to the community at large which is one of the unique qualities of Heritage Grove. Further refinement of the details including building setbacks, massing, street geometrics, materials and street furniture will occur within the MPC (Master Planned Community) District framework as the entitlement process unfolds.

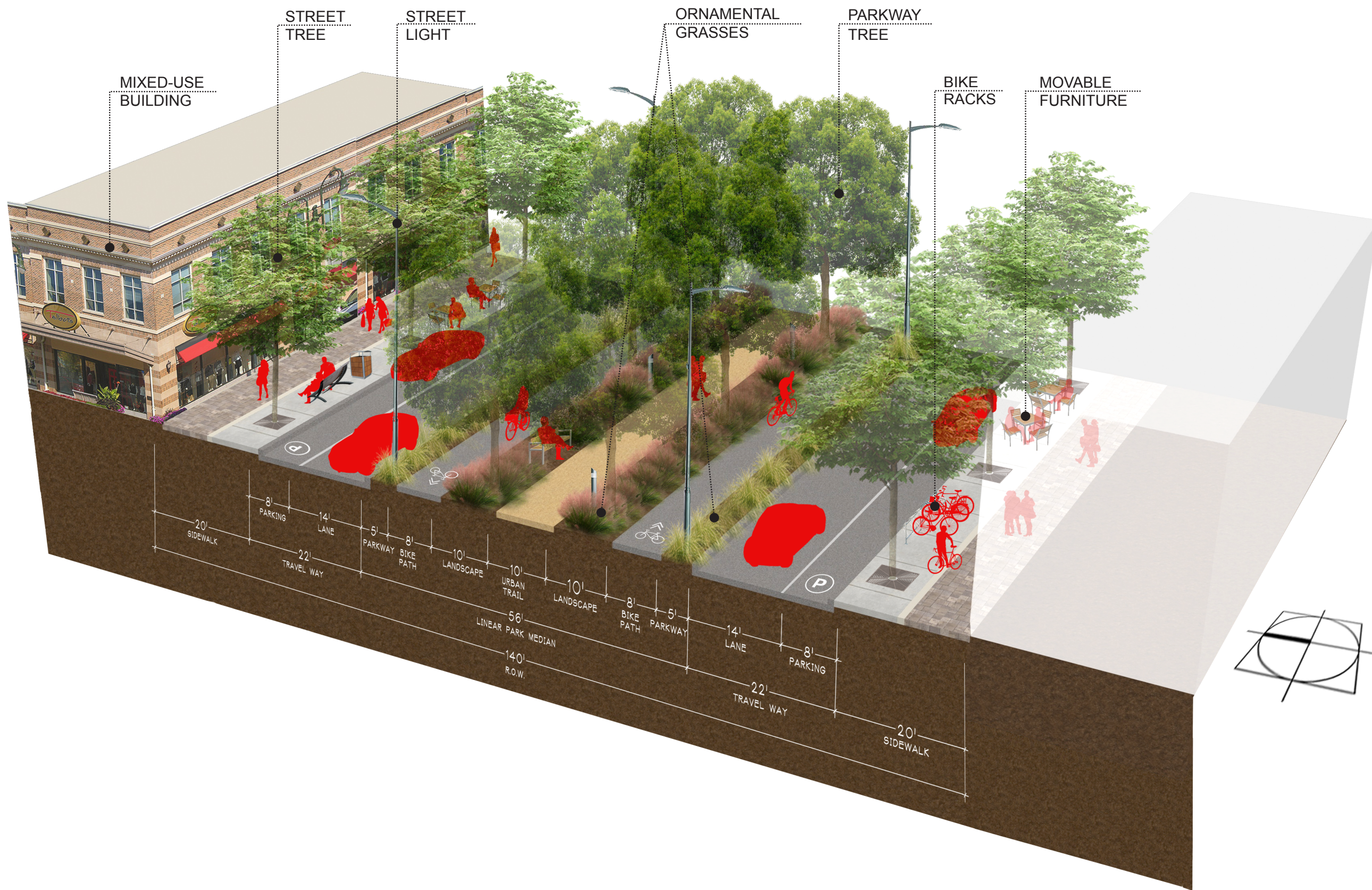




VILLAGE LEGEND

- Main Street (See 3.3)
- Main Street Promenade (See 3.9-3.10)
- Village Streets (See 3.4 -3.8)
- - - - - Canal Street (See 3.11)
- Community Blvd (See 2.6, 2.10, 2.13)
- - - - - Neighborhood Blvd (See 2.17)
-  Historic Structure

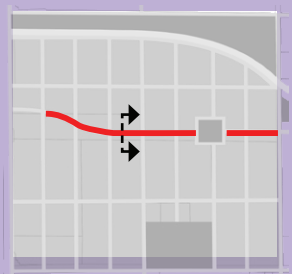


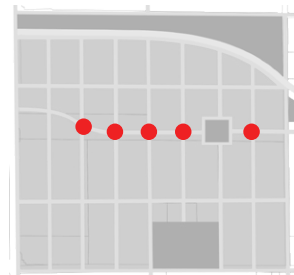
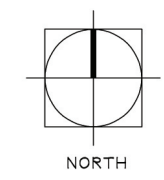
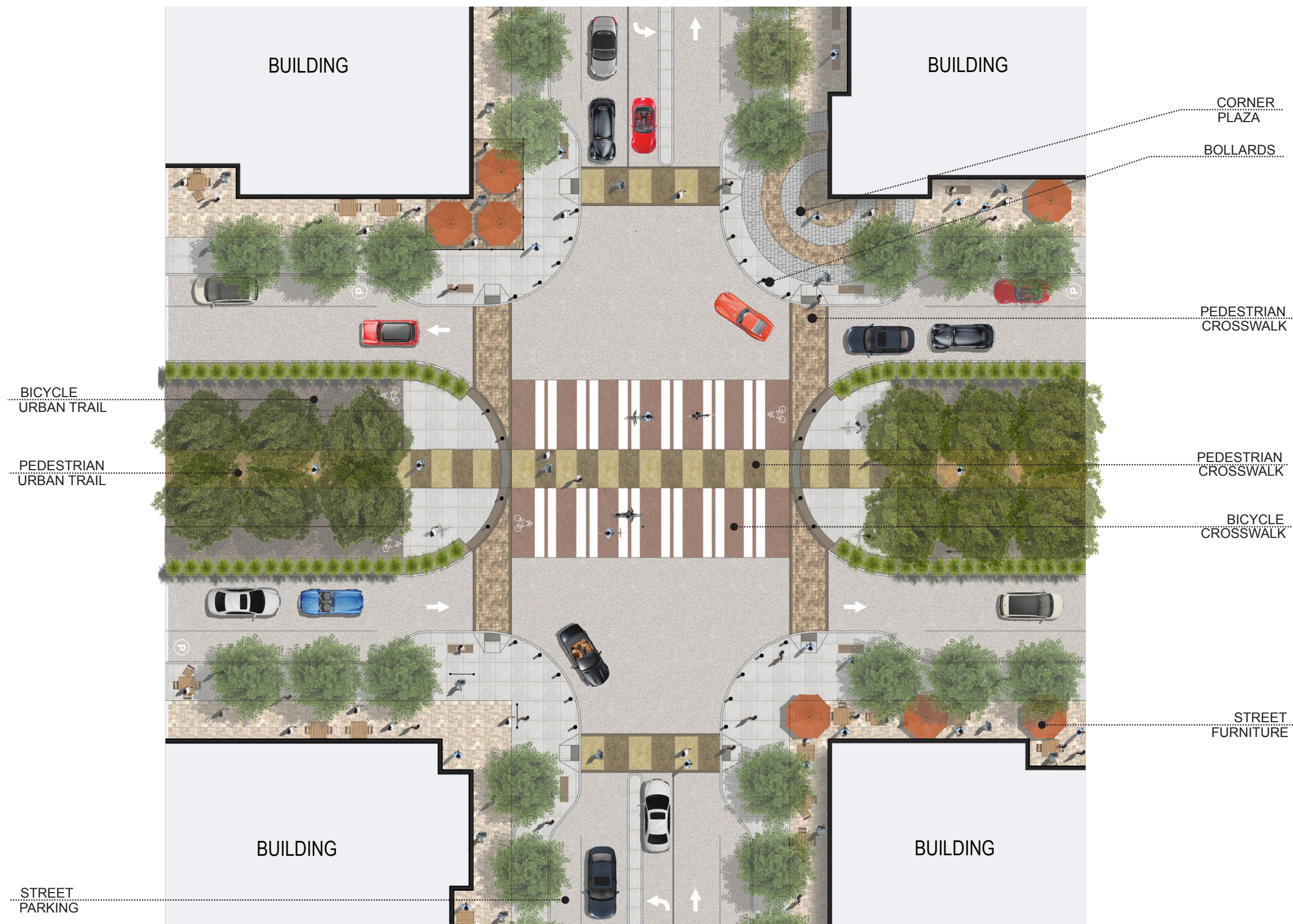


MAIN STREET

The village Main Street is designed with a continuous “urban trail” and designated bike paths west to the “promenade” and east to the Community Park reinforcing the pedestrian and bike connectivity throughout the community.

1. Encourages walking and cycling in to the village core.
2. Provides additional shaded open space that minimizes the “heat island” effect.
3. Creates spaces for social interaction which reinforces community and a unique sense of place.



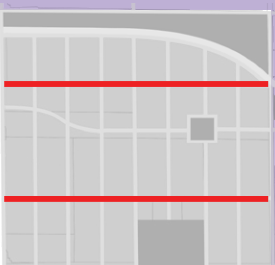
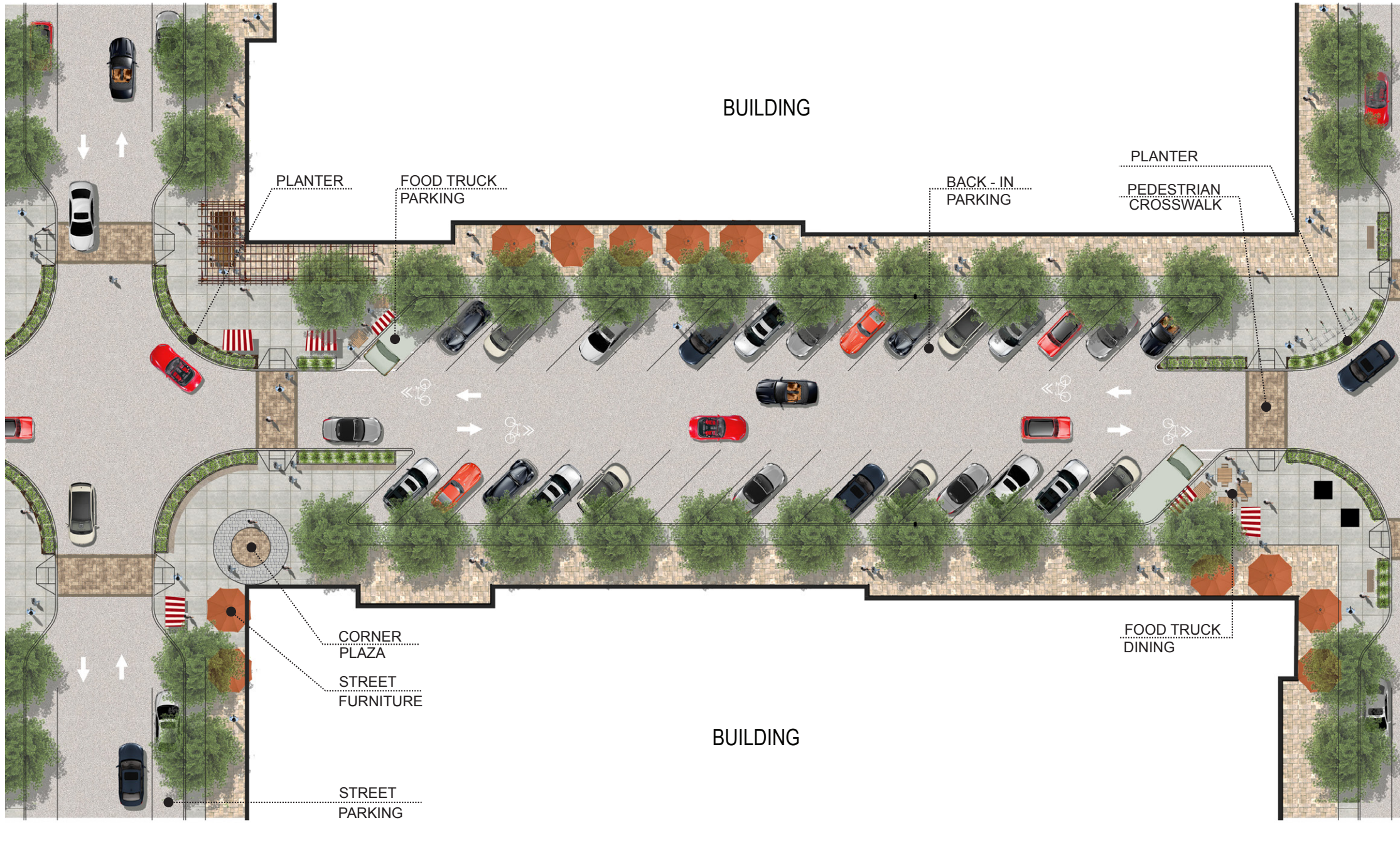


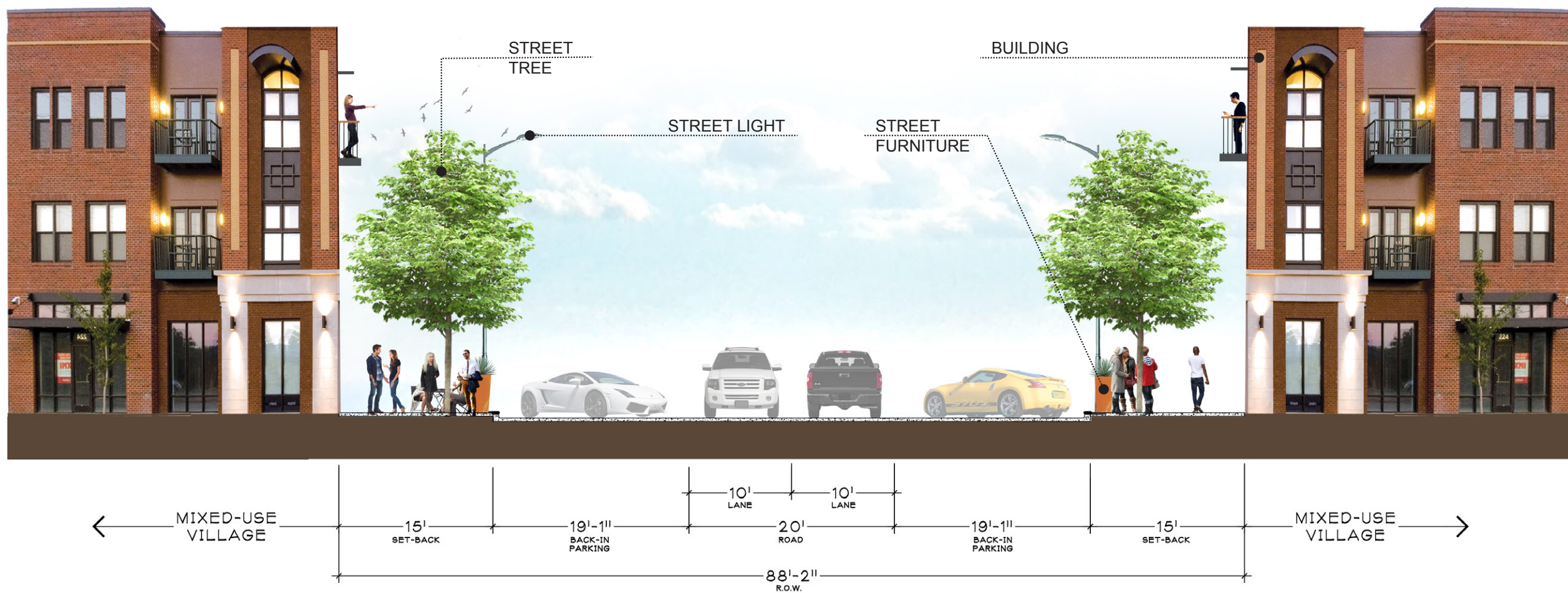
EAST-WEST STREETS

The unique quality of this street is the reverse angle parking. This parking geometry is not new and has been successfully implemented nationwide.

The advantages are:

1. Less difficult than entering a parallel parking space.
2. Improves safety; removes the difficulty of backing out into traffic.
3. Provides for better loading and unloading from sidewalks.
4. Safer pedestrian access in and out of vehicles.





OUTDOOR FURNITURE

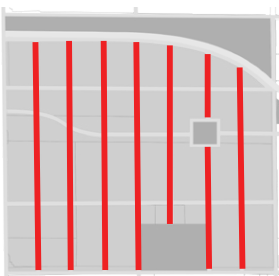
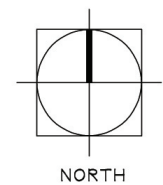
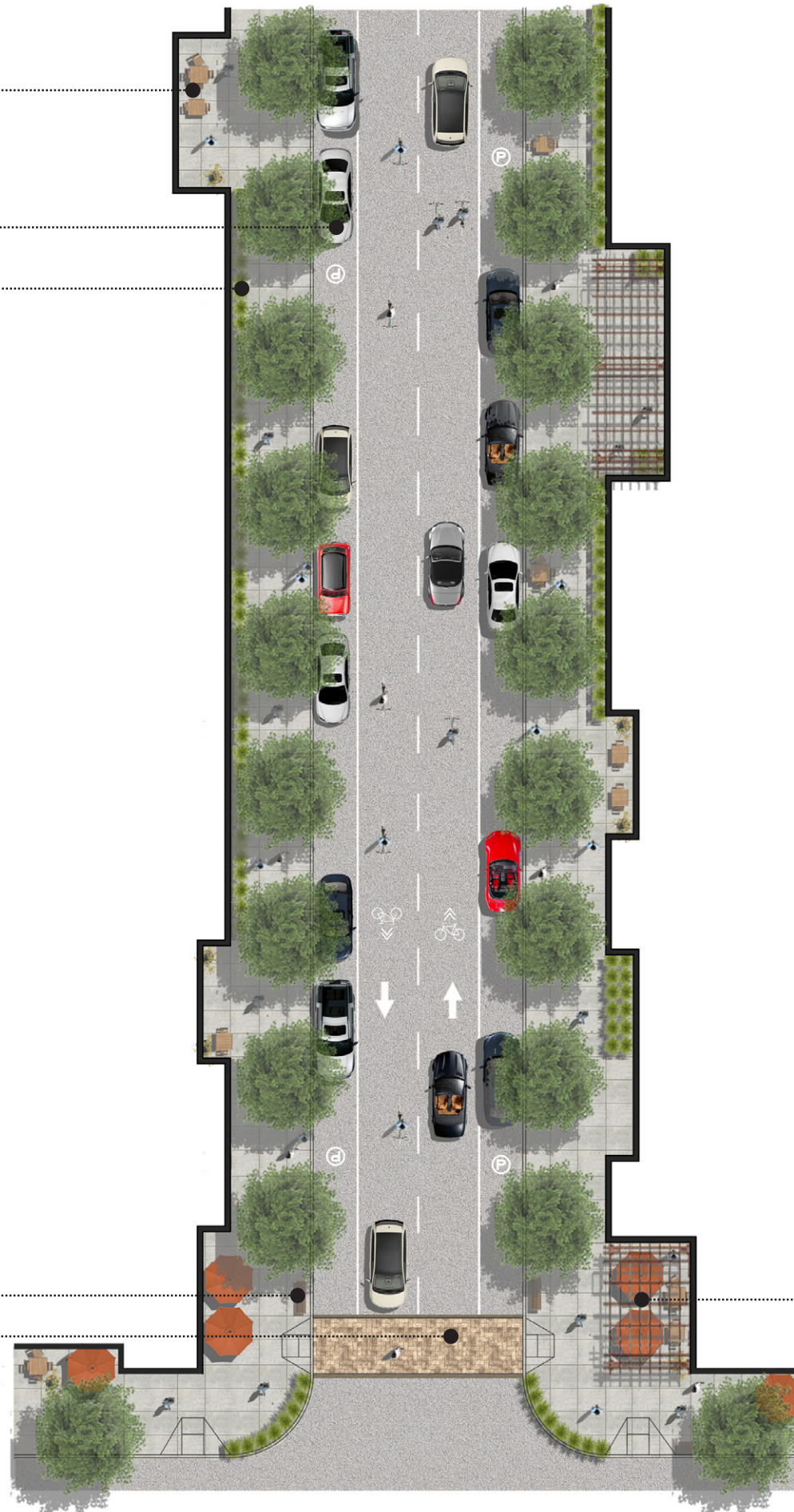
PARALLEL PARKING

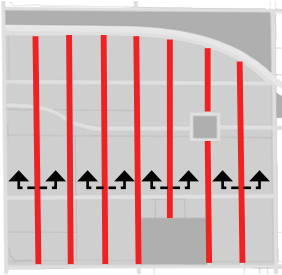
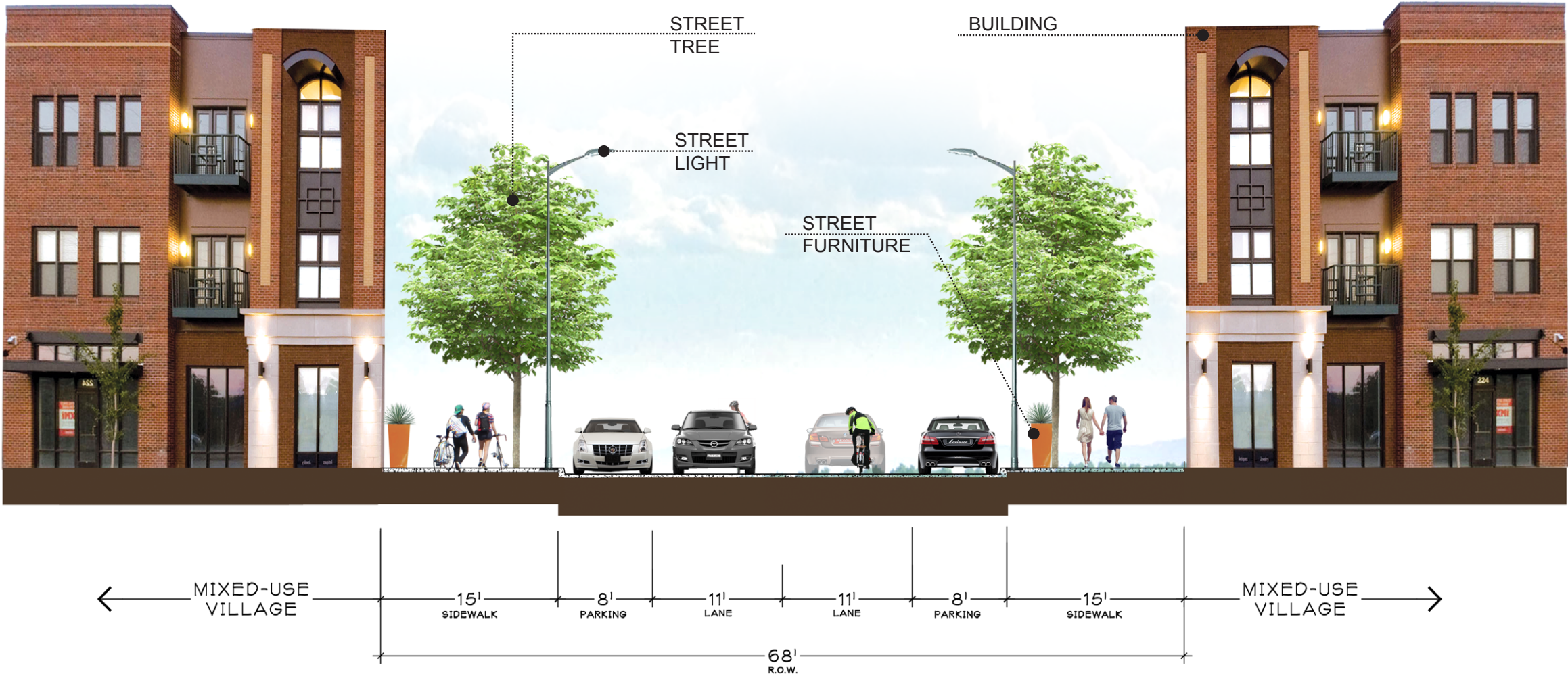
PLANTING AREA

BENCH

ENRICHED SURFACE
CROSSWALK

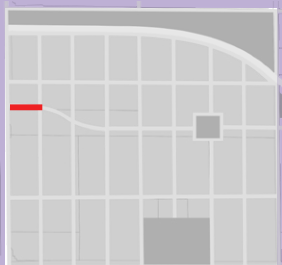
OUTDOOR DINING

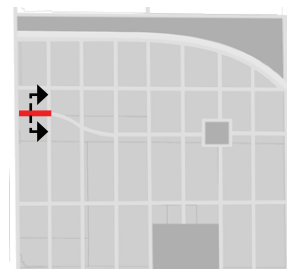
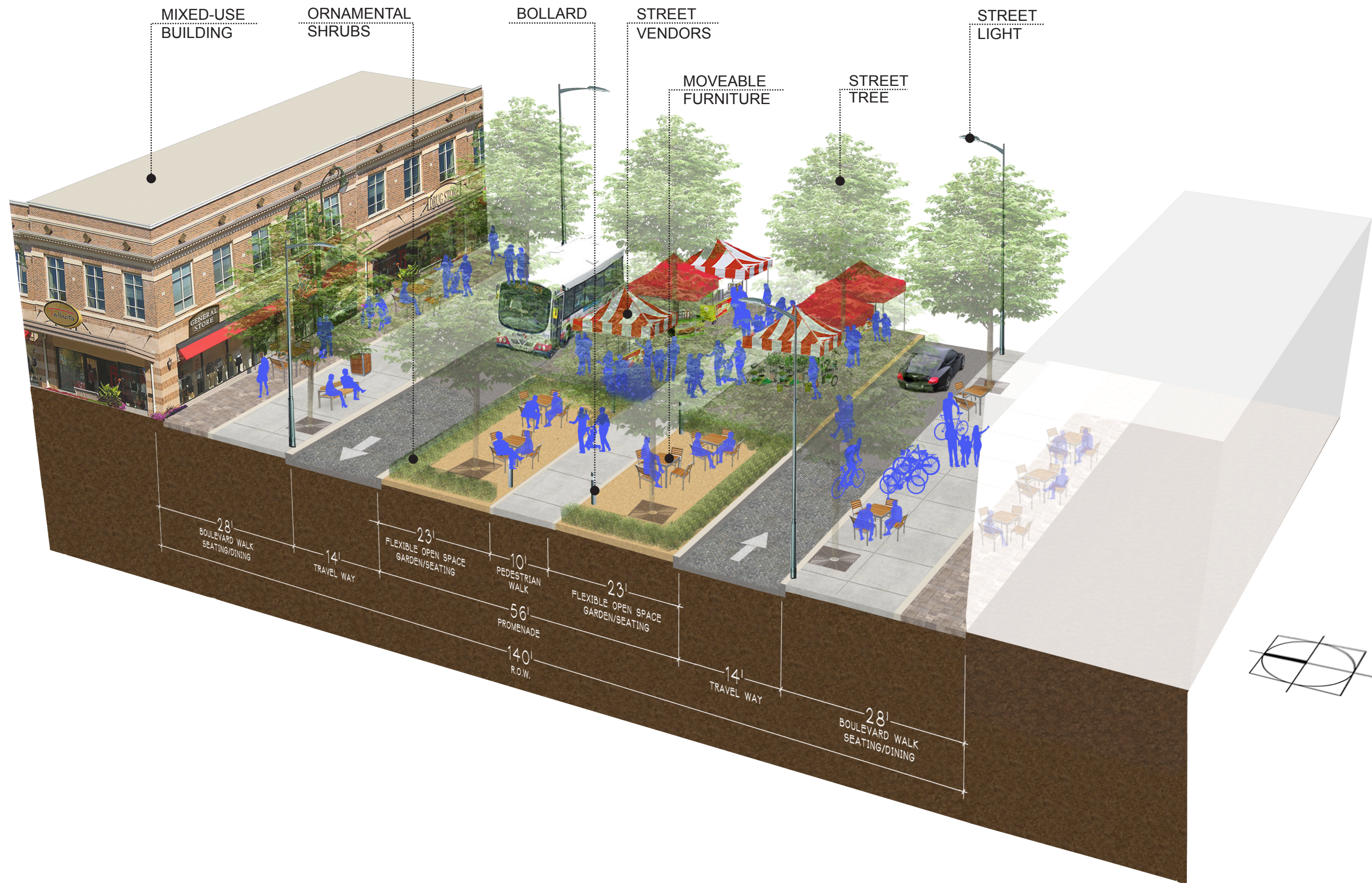


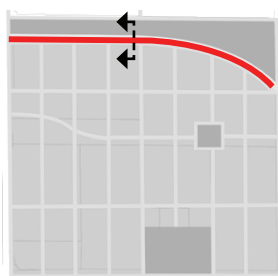
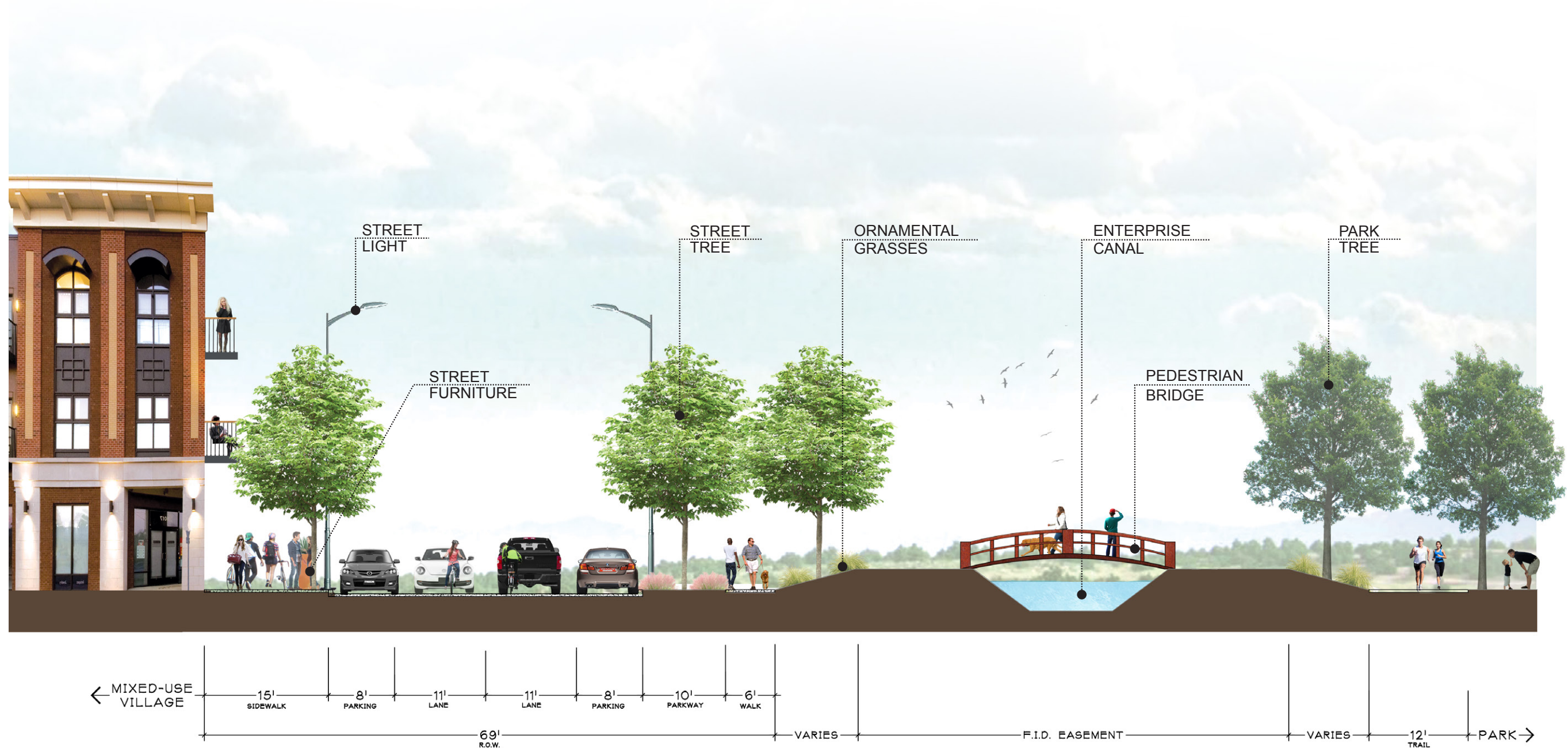


MAIN STREET PROMENADE

The main street promenade is the terminus and transportation hub drop off for the linear park median and a window in to the Village from Willow avenue. The median island transitions in to an urban space characterized by food/retail street vendors, information pavilion and outdoor dining. The street could be closed off and turned into a plaza for a farmer's markets or other community events and festivals.









Landscape Forms
FGP Bench
Backed 70 in



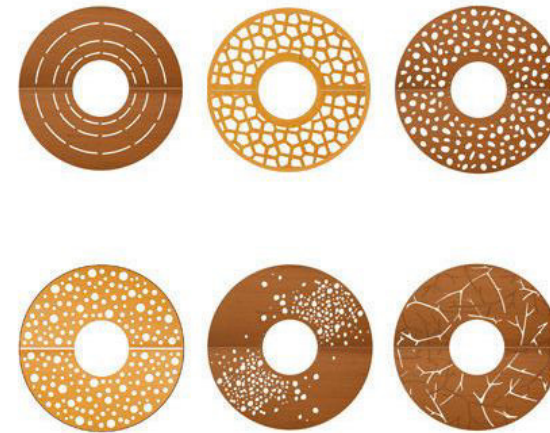
Landscape Forms
LEO Lighting
16 ft 2 Luminaire



Landscape Forms
FGP Litter
Litter



Landscape Forms
Chipman Chair
Armed Chair



Iron Age Designs
4 ft Kelp Tree Grate
Cast Bronze ID: KEX48dial99TG



Landscape Forms
Flo Bike Rack
Bike Rack



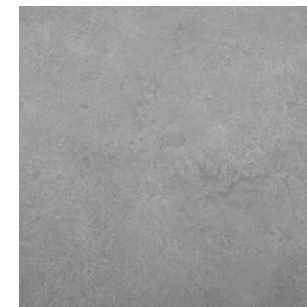
Tectura Designs
ExpoStone
18 in. sq. ES-10



Tectura Designs
ExpoStone
18 in. sq. ES-303



Davis Colors
Adobe
Smooth Finish



**Natural Color
Concrete**



Landscape Forms
Annapolis Bollard
6" Embedded





AGENDA ITEM NO: 3-A

City Manager: *[Signature]*

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: December 5, 2016

SUBJECT: Consider Approval - Appointment to Fresno County Transportation Authority

ATTACHMENT: Letter from FCTA

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to make appointment of a representative to the Fresno County Transportation Authority (FCTA) for the term beginning January 1, 2017 and ending January 1, 2019.

EXECUTIVE SUMMARY

The Clovis City Council is responsible, pursuant to legislation, for making one appointment to the Fresno County Transportation Authority Board (FCTA). The current appointment will expire on December 31, 2016. Per the attached letter from the FCTA, a new, two-year appointment must be made. Councilmember Lynne Ashbeck currently holds that appointment and has requested to be reappointed.

BACKGROUND

The City of Clovis is responsible for appointing a member to serve on the FCTA. The enabling legislation which established the FCTA states that membership on the Authority shall consist of:

- a) *Two members of the board of supervisors appointed by the board, consisting of one member from rural district 1, 4 or 5 and one member from urban district 2 or 3.*
- b) *Two members representing the City of Fresno, consisting of the mayor thereof and a member of the city council of that city appointed by the city council.*
- c) ***One member representing the City of Clovis appointed by the city council of the city.***
- d) *Two members representing the other cities within the county, consisting of one westside member appointed by a committee comprised of the mayors of each of those cities west of State Highway Route 99, and one eastside member appointed by a committee comprised of the mayors of each of those cities east of State Highway Route 99.*
- e) *Two members of the public at large, consisting of one (1) member appointed by the board of supervisors with the appointee residing outside of the incorporated areas of Fresno and Clovis, and one (1) member appointed jointly by the city councils of Fresno and Clovis with the appointee residing within the incorporated area of Fresno or Clovis.*

FISCAL IMPACT

None.


REASON FOR RECOMMENDATION

Pursuant to the joint powers agreement which created the Fresno County Transportation Authority, the City of Clovis retains one seat and appointments shall be made by action of the City Council.

ACTIONS FOLLOWING APPROVAL

Staff will inform the Authority of the City Council's action in this matter and will take whatever further actions are needed to complete the notification for this appointment.

Prepared by: Jacquie Pronovost, Exec. Asst.

Submitted by: Rob Woolley, City Mgr. 



October 31, 2016

John Holt, Clerk to the Board
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Re: Fresno County Transportation Appointment (Clovis City Council Appointment)

Dear Mr. Holt:

The two (2) year Transportation Authority term of Lynne Ashbeck, Council Member, City of Clovis will expire effective January 1, 2017. Division 15, of the Authority Enabling Legislation states that the Authority shall consist of nine members selected as follows:

- a) Two members of the board of supervisors appointed by the board, consisting of one member from rural district 1, 4, or 5 and one member from urban district 2 or 3;
- b) Two members representing the City of Fresno, consisting of the Mayor thereof and a member of the city council of that city appointed by the city council;
- c) One member representing the City of Clovis appointed by the city council of the city;
- d) Two members representing the other cities within the county, consisting of one westside member appointed by a committee comprised of the mayors of each of those cities west of State Highway Route 99, and one eastside member appointed by a committee comprised of the mayors of each of those cities east of State Highway Route 99;
- e) Two members of the public at large, consisting of one member appointed by the board of supervisors with the appointee residing outside of the incorporated areas of Fresno and Clovis, and one member appointed jointly by the city councils of Fresno and Clovis with the appointee residing within the incorporated area of Fresno or Clovis.

The terms are for two (2) years, and there is no limit on the number of terms an appointee may serve. Currently Council Member Lynne Ashbeck is serving as the representative of the City of Clovis. As the Transportation Authority will need to elect a Chairman at its first meeting of 2015 to preside at its meetings, we would appreciate receiving notice of your selected appointment as early as your procedures allow but prior to our first meeting in February 2017. Please notify us in writing of the Council's action as early as you can.

If you have any questions, please contact us at 600-FCTA (3282).

Sincerely,

A handwritten signature in cursive script that reads 'Denise DiBenedetto'.

Denise DiBenedetto
Contracts Administrator

CC Lynne Ashbeck, Council Member, City of Clovis

/dd/board/clerkmemo



AGENDA ITEM NO: 3-B

City Manager: *[Signature]*

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: December 5, 2016

SUBJECT: Consider Approval - Appointments to Planning Commission

ATTACHMENTS: Resignation Letters of Vongsavanh Mouanoutoua
and Pamela Kallsen

CONFLICT OF INTEREST

None

RECOMMENDATION

Approve the appointment of Alma Antuna and Mike Cunningham to the Clovis Planning Commission.

EXECUTIVE SUMMARY

There are two openings on the Clovis Planning Commission. Planning Commissioner Vongsavanh Mouanoutoua's term expires in May of 2018 and he has requested to be replaced. (Attached is his letter of resignation.) Planning Commissioner Pamela Kallsen's term expires in May of 2019 and she has also requested to be replaced. (Also attached is her letter of resignation.)

Mayor Magsig, Mayor Pro Tem Bob Whalen, and Planning and Development Services Director Dwight Kroll conducted interviews with citizens who made application and expressed interest in serving on the Planning Commission.

Mayor Magsig recommends the appointment of Alma Antuna to the Planning Commission to replace Vongsavanh Mouanoutoua whose proposed term of office will end in May 2018. Alma Antuna's appointment will become effective on December 6, 2016.

Mayor Magsig recommends the appointment of Mike Cunningham to the Planning Commission to replace Pamela Kallsen whose proposed term of office will end in May 2019. Mike Cunningham's appointment will become effective on December 6, 2016.

BACKGROUND

Vongsavanh Mouanoutoua and Pamela Kallsen have requested to be replaced on the Clovis Planning Commission. Mayor Magsig and Mayor Pro Tem Bob Whalen conducted interviews with interested applicants. As a result of that process, Mayor Magsig recommends that Alma Antuna be appointed to the Planning Commission effective December 6, 2016, with her term of office ending in May of 2018; and Mayor Magsig recommends that Mike Cunningham be appointed to the Planning Commission effective December 6, 2016, with his term of office ending in May of 2019.

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 Planning Commission.

ACTIONS FOLLOWING APPROVAL

Staff will inform Alma Antuna and Mike Cunningham of the action taken by the City Council, and staff will provide additional orientation and information about the role and responsibilities of the Planning Commission.

Prepared by: Jacquie Pronovost, Executive Assistant

Submitted by: Dwight Kroll, Planning Development & Services Director 

VONGSAVANH MOUANOUTOUA

3046 San Gabriel Avenue | Clovis, CA 93619 | 559-321-1527 | muasnumtuam@sbcglobal.net

November 3, 2016

Attn: Bryan Araki, City Planner
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Dear Bryan:

I wanted to inform you that Thursday, November 17, 2016, will be my last day as a Planning Commissioner for the City of Clovis. It has been an honor serving the residents of our great City. During the past 11 years, I have come to understand the planning process and grown in my respect for the work that our staff do. More importantly, I have had the privilege of knowing more intimately, the people who live in our City.

The Commission has been a well-working unit because of the mutual respect shared. I was blessed to have had sound members to learn from and to serve alongside. Many thanks to them for their dedication and hard work.

I would like to thank our City Council for giving me the opportunity to serve in this capacity all these years. Moreover, I wanted to give a special "thank you" to the Planning and Engineering staff members who were there every single night that we met. Their competence and humility made our meetings productive and assured our citizens that their voices were heard.

My hope has always been that my leadership here was a benefit to the staff, residents and applicants. I will miss this chapter of my life but look forward to seeing the fruits of the Commission's work in the years to come.

If I can assist in any way, please do let me know.

Warmest regards,



Vong Mouanoutoua

October 7, 2016

Mr. Bryan Araki
City Planner
City of Clovis Planning Division
1033 Fifth Street
Clovis, California 93612

Dear Bryan,

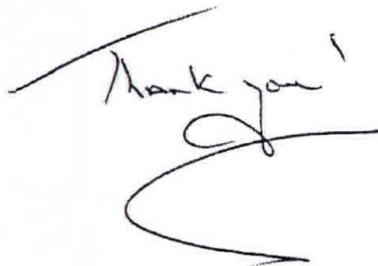
Please accept this letter as my resignation from the Clovis Planning Commission effective December 2016. My travel schedule and family commitments have made it difficult to attend all of the meetings.

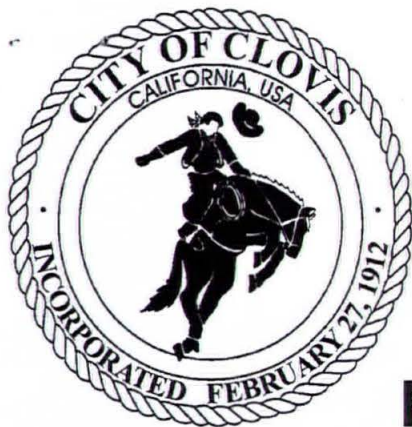
It has been a great honor to serve on the Commission since August 2013. I would like to thank the Planning Division for the incredible work they do to make our community of Clovis an outstanding place to live and thrive. It has been a pleasure to work with all of you and the dedicated commissioners.

Sincerely,

A handwritten signature in black ink, appearing to be 'Pamela Kallsen', written over the word 'Sincerely,'.

Pamela Kallsen

A handwritten note in black ink that says 'Thank you' followed by a large, stylized flourish or signature.



AGENDA ITEM NO: 3-C

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: December 5, 2016

SUBJECT: Consider – A request for a letter of support from Habitat for Humanity Fresno County

ATTACHMENTS: Draft Letter of Support

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



CITY of CLOVIS



Dear Fellow Resident:

The Clovis City Council is writing to give you an update on an exciting project the **City of Clovis and Habitat for Humanity Fresno County** agreed to partner on just over a year ago.

To frame the conversation, I believe it is important to share with you the long-standing partnership our City has had with the organization. It has been nearly 20 years since Habitat for Humanity Fresno County broke ground on its first home, poured its first foundation, hammered its first nail, raised its first roof, and dedicated its first home in our great City.

Since that time, Habitat for Humanity Fresno County has successfully built 15 homes in our City, working alongside City staff and numerous community and business groups to find qualifying families to purchase these homes at a zero percent interest, providing low-income working families in our community with a “hands-up” not a “hand-out.”

In the spirit of our long standing partnership, the City of Clovis agreed to partner with Habitat for Humanity Fresno County to **build ten additional homes** over the **next three years** at our newly developed Rialto Ranch subdivision located south of Santa Ana Avenue between Peach and Villa Avenues.

What’s even more exciting, **construction is well under way on the first two homes**, with the third set to begin just before year end. This partnership is very special to our City. It’s a partnership that provides families with the opportunity to enjoy decent, affordable housing for a future that inspires stability, growth, and prosperity in our City and a principled tool ensuring your resources are used wisely and that families are served well. Each home, and every hardworking family in whose life we invest, **contributes to the success of our entire community**.

The City Council encourages you to take a drive by this project - see what your City is doing in partnership with Habitat for Humanity Fresno County, I promise, you will be inspired.

If you’d like to learn more about Habitat for Humanity Fresno County, or how families are selected, visit their website at www.HabitatFresno.org, or call Matthew Grundy, their Chief Executive Officer at (559)237-4102, or email him at Matthew@HabitatFresno.org. I’m sure he would love to hear from you.

Sincerely,

Nathan Magsig
Mayor
City of Clovis