



CITY of CLOVIS

AGENDA • CLOVIS CITY COUNCIL

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

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

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

March 20, 2017

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 Pro Tem Whalen
Flag salute led by Councilmember Ashbeck

ROLL CALL

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

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.) **Requires Unanimous Vote for Approval**

1. PUBLIC HEARINGS

- A. Consider Actions related to Annexation of Territory (Annexation #48 – T6145 Northwest corner De Wolf/Owens Mtn Pkwy and T6168 Northwest corner Gettysburg/Leonard) to the City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services). (Staff: J. Schengel) **Requires Unanimous Vote for Approval**
1. Consider Approval - Res. 17-____, A Resolution annexing territory (Annexation #48 – T6145 Northwest corner De Wolf/Owens Mtn Pkwy and T6168 Northwest corner Gettysburg/Leonard) to the City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services) and calling a special landowner election to annex territory (Annexation #48) to City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).
 2. Consider Approval - Res. 17-____, A Resolution of the City of Clovis declaring the results of a special landowner election and directing recording of the Notice of Special Tax Lien for City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).

2. ADMINISTRATIVE ITEMS

A. PLANNING AND DEVELOPMENT SERVICES

1. Consider - A Request from the Youth Leadership Institute (YLI), to amend Clovis Municipal Code Section 9.34.060(S) and Section 9.34.100(E), to reduce the allowable promotional window sign area from 25% to 15% on commercial businesses. (Staff: O. Ramirez)
2. Consider Approval – Award the Architectural Services Contract for Landmark Commons Senior Activity Center and Transit Center (CIP 15-03) to Paul Halajian Architects and; Authorize the City Manager to execute the contract on behalf of the City. (Staff: A. Haussler)
3. Consider Approval – Res. 17-____, Bid Award for CIP 15-07, Nees Avenue Recycled Water Main, and Authorize the City Manager to execute the contract on behalf of the City; Amending the 2016-2017 Community Investment Program Budget for Sewer Developer account Water Reuse – Nees/DeWolf Mains. (Staff: M. Harrison)
Requires Unanimous Vote for Approval

3. CITY MANAGER COMMENTS

4. COUNCIL ITEMS

- A. Consider Approval – Change of Council Meeting Schedule. (Staff: L. Serpa)
- B. Council Comments

5. CLOSED SESSION

- A. Government Code Section 54956.9(a)
CONFERENCE WITH LEGAL COUNCIL- EXISTING LITIGATION
Workers Compensation Case in Regards to: Louis Jackson

ADJOURNMENT

Meetings and Key Issues			
Mar. 27, 2017 (Mon.)	6:00 P.M.	Special Meeting (Council Reorganization)	Council Chamber
Apr. 3, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Apr. 10, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Apr. 17, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
May 1, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
May 8, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
May 15, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber

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

A. CITY CLERK

- 1) Approval - Minutes for the March 6, 2017 Council meeting.
- 2) Adopt - Ord. 17-03, OA2017-01, A request to amend the Clovis Development Code as a semi-annual cleanup to address typographical, grammatical, and content errors as a result of the 2014 Development Code Update. City of Clovis, applicant. (Vote: 3-0)
- 3) Adopt - Ord. 17-04, R2016-14, A request to approve a prezone from the County AE-20 Zone District to the Clovis R-1 (Single Family Residential – 6,000 Sq. Ft.) Zone District. (Vote: 3-0)

B. ADMINISTRATION

- 1) No items.

C. COMMUNITY AND ECONOMIC DEVELOPMENT

- 1) No items.

D. FINANCE

- 1) Approval - Res. 17-____, A Resolution of Intention (ROI) to Annex Territory (Annexation #49) (T5176-Northeast Corner Shaw/Locan, T6101-Northeast Corner Shields/Leonard, T6164 Southwest Corner Ashlan/Leonard), to the Community Facilities District (CFD) 2004-1 and to Authorize the Levy of Special Taxes Therein and setting the Public Hearing for May 1, 2017.

E. GENERAL SERVICES

- 1) Approval - Waive the City's Usual Purchasing Procedures and Contract with Compass Energy Solutions for the Purpose of Conducting a Feasibility Study to Implement LED Lighting Systems at City-Owned Facilities.
- 2) Approval - Authorize the City Manager to approve placement of a full time Bus Driver at Step 5 of the salary range.
- 3) Approval - Claim Rejection of the General Liability claim submitted for Jo Marie Allen.

F. PLANNING AND DEVELOPMENT SERVICES

- 1) Approval – Bid Award for CIP 16-13, ADA Ramp Project – Phase 9 and; Authorize the City Manager to execute the contract on behalf of the City.
- 2) Approval - Bid Award for CIP 15-22, Fire Station 3 Security Fence, and; Authorize the City Manager to execute the contract on behalf of the City.

G. PUBLIC SAFETY

- 1) No items.

H. PUBLIC UTILITIES

- 1) Approval - Res. 17-____, Dissolving the Fresno-Clovis Metropolitan Solid Waste Commission and associated JPA and MOU by mutual agreement; and Approval - Res. 17-____, Authorizing the Designation of the Assembly Bill 939 Memorandum of Understanding Committee as the Integrated Waste Management Local Task Force.
- 2) Receive and File – Public Utilities Report for the month of December 2016.

I. REDEVELOPMENT SUCCESSOR AGENCY

- 1) No items.

CLOVIS CITY COUNCIL MEETING

March 6, 2017

6:00 P.M.

Council Chamber

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

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

6:05 - PUBLIC COMMENTS

Mary Savala, representing the League of Women Voters, commented on new guidelines for General Plans, and thanked staff from Clovis for their participation at a recent conference.

6:07 - CONSENT CALENDAR

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, that the items on the Consent Calendar be approved, including the waiver of the reading of the ordinance. Motion carried by unanimous vote.

- A1) Approved - Minutes for the February 6, 2017 and February 13, 2017 Council meetings.
- A2) Adopted - **Ord. 17-02**, A request to approve an amendment to the P-C-C (Planned Commercial Center) Zone District Master Sign Program and conditions of approval to allow for an additional freestanding sign for property located near the southwest corner of Shaw and Ash Avenues. (Vote: 3-0)
- D1) Approved – Authorize the City Manager to execute the contract on behalf of the City for Business License Software.
- D2) Received and Filed - Investment Report for the month of November 2016.
- D3) Received and Filed - Treasurer's Report for the month of November 2016.
- E1) Approved – **Res. 17-15**, Authorizing Amendments to the Planning Technician II Classification; and Approval – **Res. 17-16**, Amending the City's Position Allocation Plan for FY16-17 in the Planning and Development Services Department by Deleting One (1) Assistant/Associate Planner Position and Adding One (1) Planning Technician II Position.
- F1) Approved – **Res. 17-17**, Amending the Fresno Metropolitan Flood Control District (FMFCD) Schedule of Drainage Costs and Fees for 2017-2018.
- G1) Received and Filed – Police Department Report for the month of December 2016.
- H1) Received and Filed – Public Utilities Report for the month of November 2016.

6:08 ITEM 1A - APPROVED - **RES. 17-18**, AMENDING THE CITY'S MASTER ADMINISTRATIVE FEE SCHEDULE PERTAINING TO PARKS AND COMMUNITY SERVICE FEES. (CONTINUED FROM THE FEBRUARY 13, 2017 MEETING)

General Services Director Shonna Halterman presented a report on a request to amend the City's Master Administrative Fee Schedule Pertaining to Parks and Community

Service Fees. In order to provide adequate sports fields, turf, lighting, and picnic facilities, a portion of the maintenance and staff costs need to be recuperated through user fees. The proposed revisions to the Master Fee Schedule allow for moderate charges to users of these facilities and help to offset some of the costs of maintaining the facilities. The proposed fees for Bicentennial Park fields are new fees but allow for improved facilities and guarantee reserved facilities for sports teams and events. In addition, current fees for picnic sites are increased moderately but adequately cover the costs associated with cleaning, posting, and maintaining the picnic sites. There being no public comment, Mayor Pro Tem Whalen closed the public portion. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve a resolution amending the City's Master Administrative Fee Schedule Pertaining to Parks and Community Service Fees. Motion carried by unanimous vote.

6:16 ITEM 1B - APPROVED INTRODUCTION - **ORD. 17-03**, OA2017-01, AMENDING THE CLOVIS DEVELOPMENT CODE AS A SEMI-ANNUAL CLEANUP TO ADDRESS TYPOGRAPHICAL, GRAMMATICAL, AND CONTENT ERRORS AS A RESULT OF THE 2014 DEVELOPMENT CODE UPDATE. CITY OF CLOVIS, APPLICANT.

Associate Planner George Gonzalez presented a report on a request to amend the Clovis Development Code as a semi-annual cleanup to address typographical, grammatical, and content errors as a result of the 2014 Development Code Update. George Gonzalez provided a summary overview of the proposed changes and recommended approval. There being no public comment, Mayor Pro Tem Whalen closed the public portion. Discussion by the Council.

Motion by Councilmember Flores, seconded by Councilmember Ashbeck, for the Council to approve the introduction of an ordinance amending the Clovis Development Code as a semi-annual cleanup to address typographical, grammatical, and content errors as a result of the 2014 Development Code Update. Motion carried by unanimous vote.

6:20 ITEM 1C1 - APPROVED - **RES. 17-19**, CUP2016-09, APPROVING A CONDITIONAL USE PERMIT FOR AN 83-LOT SINGLE-FAMILY GATED PLANNED RESIDENTIAL DEVELOPMENT (PRD) WITH PRIVATE STREETS, REDUCED SETBACKS, REDUCED LOT SIZES, AND INCREASED LOT COVERAGE; AND **ITEM 1C2 - APPROVED - RES. 17-20**, TM6170, APPROVING A VESTING TENTATIVE TRACT MAP FOR AN 83-LOT SINGLE-FAMILY PLANNED RESIDENTIAL DEVELOPMENT.

Associate Planner George Gonzalez presented a report on various items associated with approximately 7.76 acres of property located at the southwest corner of Santa Ana Avenue and Sierra Vista Parkway. The applicant is requesting a conditional use permit and vesting tentative tract map approval for an 83-lot single-family gated planned residential development with private streets, reduced setbacks, reduced lot sizes, and increased lot coverage, and a Homeowners Association. Approval of this Project would allow the developer to continue processing a residential site plan review and development drawings. John Bonnadelle, applicant, spoke in support of the requests. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve CUP2016-09, approving a conditional use permit for an 83-lot single-family gated planned residential development (PRD) with private streets, reduced setbacks, reduced lot sizes, and increased lot coverage. Motion carried by unanimous vote.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve TM6170, approving a vesting tentative tract map for an 83-lot single-family planned residential development. Motion carried by unanimous vote.

- 6:29 ITEM 1D1 - APPROVED INTRODUCTION - **ORD. 17-04**, R2016-14, APPROVING A PREZONE FROM THE COUNTY AE-20 ZONE DISTRICT TO THE CLOVIS R-1 (SINGLE FAMILY RESIDENTIAL – 6,000 SQ. FT.) ZONE DISTRICT; AND **ITEM 1D2** - APPROVED - **RES. 17-21**, CUP2016-07, APPROVING A CONDITIONAL USE PERMIT FOR AN 86-LOT SINGLE-FAMILY PLANNED RESIDENTIAL DEVELOPMENT WITH PUBLIC STREETS AND REDUCED FRONT YARD SETBACKS; AND **ITEM 1D3** - APPROVED - **RES. 17-22**, TM6166, APPROVING A VESTING TENTATIVE TRACT MAP FOR AN 86-LOT SINGLE-FAMILY PLANNED RESIDENTIAL DEVELOPMENT

Associate Planner George Gonzalez presented a report on various items associated with approximately 18.09 acres of property located at the southeast corner of Gettysburg (alignment) and Highland Avenues. The applicant is requesting to prezone approximately 18.09 acres of property from the County AE-20 Zone District to the Clovis R-1 (Single-Family Residential – 6,000 Sq. Ft.) Zone District. Additionally, the application is requesting a conditional use permit and vesting tentative tract map approval for an 86-lot non-gated single-family planned residential development with public streets and reduced front yard setbacks. The applicant is not proposing a Homeowner's Association with this project. Approval of this Project would allow the developer to continue processing a residential site plan review and development drawings. John Peterson, applicant, spoke in support. Ginger Evans, resident living near proposed development, commented on the impact of expansion of Gettysburg and the adjacent oak trees and requested consideration for allowing those trees to remain. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve R2016-14, A request to approve a prezone from the County AE-20 Zone District to the Clovis R-1 (Single Family Residential – 6,000 Sq. Ft.) Zone District. Motion carried by unanimous vote.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve CUP2016-07, a request to approve a conditional use permit for an 86-lot single-family planned residential development with public streets and reduced front yard setbacks. Motion carried by unanimous vote.

Motion by Councilmember Flores, seconded by Councilmember Ashbeck, for the Council to approve TM6166, a request to approve a vesting tentative tract map for an 86-lot single-family planned residential development. Motion carried by unanimous vote.

- 6:40 ITEM 1E - APPROVED - **RES. 17-23**, RO292, A RESOLUTION OF APPLICATION FOR THE ANNEXATION OF THE TERRITORY KNOWN AS THE GETTYSBURG-HIGHLAND

NORTHEAST REORGANIZATION LOCATED AT THE NORTHEAST CORNER OF GETTYSBURG (ALIGNMENT) AND HIGHLAND AVENUES. MANNY & THIDA PENN TRS, CRESSEY RIVER, LLC., OWNERS; FAGUNDES BROS. DAIRY, APPLICANT; YAMABE & HORN ENGINEERING, INC., REPRESENTATIVE

Associate Planner George Gonzalez presented a report regarding a Resolution of Application for the Annexation of the Territory known as the Gettysburg-Highland Northeast Reorganization located at the northeast corner of Gettysburg (alignment) and Highland Avenues. The total area of the annexation is approximately 27.14 acres located at the northeast corner of Gettysburg (alignment) and Highland Avenues. The northern 9.04 acres includes an approved Tentative Tract Map TM6102, for a 69-lot single-family residential development. Additionally, the southern 18.09 acres includes an approved Tentative Tract Map TM6166, for an 86-lot single-family planned residential development. The northern section of the project area has been previously rezoned to the R-1 Zone District under Prezone R2014-04, consistent with the General Plan and Loma Vista Specific Plan. There being no public comment, Mayor Pro Tem Whalen closed the public portion. Discussion by the Council.

Motion by Councilmember Flores, seconded by Councilmember Ashbeck, for the Council to approve RO292, a resolution of application for the annexation of the territory known as the Gettysburg-Highland Northeast Reorganization located at the northeast corner of Gettysburg (alignment) and Highland Avenues. Motion carried by unanimous vote.

6:43 ITEM 2A1 - APPROVED REVIEW OF THE 2017 FIVE-YEAR FINANCIAL FORECAST FOR THE CITY OF CLOVIS THROUGH FISCAL YEAR 2021-22 AND DISCUSS OPTIONS FOR BUDGET PREPARATION FOR 2017-2018

Finance Director Jay Schengel presented a review of the 2017 Five-Year Financial Forecast for the City of Clovis through Fiscal Year 2021-22 and discussed options for budget preparation for 2017-2018. The Five-Year Financial Forecast is a management tool that is updated and prepared each year to provide the City Council and City management with information on trends for the City's long-term financial condition. The Forecast represents a continuing effort to analyze the City's fiscal condition based upon a reasonable set of economic and operational assumptions. It is a very important management tool for identifying fiscal trends and issues which must be addressed early in order to assure continued financial success. This forecast shows a structural balance through 2021-22 maintaining the current level of service. This report served as an opportunity to review the information in context with guidance for providing for the City's core services in a sustainable manner. There being no public comment, Mayor Pro Tem Whalen closed the public portion. Discussion by the Council. It was the consensus of Council to receive and file the report.

7:04 – ITEM 2A2 - APPROVED – AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AGREEMENT WITH WILL DAN FINANCIAL SERVICES TO ASSIST WITH THE FINANCIAL ANALYSES RELATED TO THE SEWER, WATER, AND RECYCLED WATER MASTER PLANS INFRASTRUCTURE COSTS AND FUNDING. (CONTINUED FROM THE FEBRUARY 6, 2017 MEETING)

Assistant City Manager John Holt presented a report on a request to authorize the City Manager to enter into an Amended Agreement with Willdan Financial Services to Assist with the Financial Analyses related to the Sewer, Water, and Recycled Water Master Plans Infrastructure Costs and Funding. In 2014 the City of Clovis completed a General Plan Update. Following the completion of the Update, staff entered into agreements with firms to update the Sewer, Water, and Recycled Water Master Plans. It is estimated that these plans will be completed in the Spring 2017. These plans will identify the major infrastructure (sewer, water, and recycled water) required to be built out as the City grows over the next twenty years. A key component of facilitating future growth is to identify the costs and means to fund such infrastructure. In February 2015, Council approved an initial agreement with Willdan Financial Services in the amount of \$50,000. Over the past two years Willdan has been working on the financial analyses of the three plans. Staff is recommending amending the contract to clarify the terms and increase the amount from \$50,000 to not to exceed \$100,000. There being no public comment, Mayor Pro Tem Whalen closed the public portion. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to authorize the City Manager to enter into an Amended Agreement with Willdan Financial Services to Assist with the Financial Analyses related to the Sewer, Water, and Recycled Water Master Plans Infrastructure Costs and Funding. Motion carried by unanimous vote.

7:14 - CITY MANAGER COMMENTS

City Manager Luke Serpa commented on attending the Police Department Awards Ceremony and the Fireman's Ball last week and was reminded how our employees go "above and beyond the call of duty" on a regular basis which contributes to what Clovis is.

City Attorney David Wolfe commented on a news article indicating that a lawsuit involving Fresno States Save Mart Center was dismissed thereby saving the city an estimated \$100,000 in future lost property taxes had the university prevailed over Fresno County.

7:15 ITEM 4A - APPROVED – CHANGE OF COUNCIL MEETING SCHEDULE.

City Manager Luke Serpa indicated that staff was recommending cancelling the council meeting of March 13, 2017. There being no public comment, Mayor Pro Tem Whalen closed the public portion. Discussion by the Council.

Motion by Councilmember Flores, seconded by Councilmember Ashbeck, for the Council cancel the council meeting of March 13, 2017. Motion carried by unanimous vote.

7:19 ITEM 4B - APPROVED APPOINTMENT TO THE EASTERN PORTION CITY MEMBER ALTERNATE TO THE SAN JOAQUIN VALLEY WATER INFRASTRUCTURE AUTHORITY

City Manager Luke Serpa presented a report on a request to appoint a representative to the Eastern Portion City Member Alternate to the San Joaquin Valley Water

Infrastructure Authority. Since the previous Mayor, Nathan Magsig, has been elected to the Fresno County Board of Supervisors, appointment is needed to fill his vacancy as the Eastern Portion City Member Alternate to the SJVWIA. The San Joaquin Valley Water Infrastructure Authority is comprised of East and West city member board seats on the JPA within the five county area. Orange Cove Mayor Victor Lopez is appointed as the Eastern Portion City Member. City of Clovis' prior Mayor, Nathan Magsig, had been appointed as the Eastern Portion City Member Alternate. However, effective January 1, Nathan Magsig was elected to the County Board of Supervisors. Therefore, a vacancy exists for the Alternate Member. There being no public comment, Mayor Pro Tem Whalen closed the public portion. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Mayor Pro Tem Whalen, for the Council to appoint Councilmember Flores as the City of Clovis representative to the Eastern Portion City Member Alternate to the San Joaquin Valley Water Infrastructure Authority. Motion carried by unanimous vote.

7:22 ITEM 4C – CONTINUED - APPOINTMENT TO THE CALIFORNIA IDENTIFICATION REMOTE ACCESS NETWORK BOARD.

Mayor Pro Tem Whalen presented a brief report on a request to appoint a member to the California Identification Remote Access Network Board. Councilmember Lynne Ashbeck is the City of Clovis' representative on the Cal ID RAN Board. An alternate is needed to be appointed to act on behalf of the City when Councilmember Ashbeck is unable to attend a Board meeting. In January 1986, Senate Bill 190 created the Cal ID system to automate the California Department of Justice's fingerprinting process. The Fresno County Cal ID RAN Board meets every three months at the Clovis Police Department's conference room. Councilmember Lynne Ashbeck was appointed by Fresno Council of Governments to serve on the Board, representing the City of Clovis. An Alternate member of the Clovis City Council is needed to be appointed to act on behalf of the City in Councilmember Ashbeck's absence. There being no public comment, Mayor Pro Tem Whalen closed the public portion. Discussion by the Council.

It was the consensus of Council to table discussion of this item until a full council was seated.

7:24 ITEM 4D – CONSIDERED - A REQUEST FROM THE BUILDING INDUSTRY ASSOCIATION TO ADD THE CITY OF CLOVIS IN OPPOSITION TO ASSEMBLY BILL 199 REGARDING PREVAILING WAGE ON PRIVATE RESIDENTIAL CONSTRUCTION.

Assistant City Manager John Holt presented a brief report on a request from the Building Industry Association to add the City of Clovis in opposition to Assembly Bill 199 regarding prevailing wage on private residential construction. Existing law requires private residential projects built on private property that are built pursuant to an agreement with a state agency, redevelopment agency, or local public housing authority to meet the requirements for projects that are defined as "public works," including, among other requirements, the payment of prevailing wages. Existing law defines the term "political subdivision" for the purposes of these requirements to include any county, city, district, public housing authority, public agency of the state, and assessment or improvement districts. Existing law makes a willful violation of specific laws relating to the payment of prevailing wages and the hours worked on public works projects a misdemeanor. This bill

would instead require private residential projects built on private property that are built pursuant to an agreement with the state or a political subdivision to meet the requirements for projects that are defined as "public works," thus expanding the types of projects that must meet these requirements. By expanding the definition of a crime, this bill would impose a state-mandated local program. This bill contains other related provisions and other existing laws. Mike Prandini, Building Industry Association, spoke in support. Discussion by the Council. Motion by Councilmember Flores, seconded by Councilmember Ashbeck, for the Council to authorize the City Manager to write a letter of opposition to the bill author and the Labor Committee, conditioned upon checking with the League of California Cities on their position. Mayor Pro Tem Whalen noted that the League position on this bill as of this date was "watch". Motion carried by unanimous vote.

7:35 ITEM 5D - COUNCIL COMMENTS

Councilmember Ashbeck commented on the new city logos and requested to know where she could have some made.

Councilmember Flores commented on the March 7, 2017 election and his excitement for change.

Mayor Pro Tem Whalen shared a photo of Councilmember Ashbeck.

7:40 ITEM 5A - CLOSED SESSION

Government Code Section 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Properties: 1535 Menlo Ave (APN 491-140-59S),
1549 Menlo Ave (APN 491-140-54S),
1579 Menlo Ave (APN 491-140-55S),
53 W. Herndon Ave (APN 562-071-18),
500, 510 & 530 Dewitt Ave (APN 562-250-27, 28 & 29),
1665 Tollhouse Rd. (Portion of APN 491-080-51)

Agency Negotiators: L. Serpa, S. Redelfs

Negotiating Parties: Michael A (TE) & Robin L (TE) De Benedetto, Robert A & Julie A Wyrick, Lithia Real Estate Inc., Margaret Sayah Trustee, Anlin Industries

Under Negotiation: Price & Terms

ADJOURNMENT

Mayor Pro Tem Whalen adjourned the meeting of the Council to March 20, 2017

Meeting adjourned: 8:04 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: March 20, 2017

SUBJECT: Adopt - Ord. 17-03, OA2017-01, A request to amend the Clovis Development Code as a semi-annual cleanup to address typographical, grammatical, and content errors as a result of the 2014 Development Code Update. City of Clovis, applicant. (Vote: 3-0)

Adopt - Ord. 17-04, R2016-14, A request to approve a prezone from the County AE-20 Zone District to the Clovis R-1 (Single Family Residential – 6,000 Sq. Ft.) Zone District. (Vote: 3-0)

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



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

City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: March 20, 2017

SUBJECT: Approval - Res. 17- A Resolution of Intention (ROI) to Annex Territory (Annexation #49) (T5176-Northeast Corner Shaw/Locan, T6101-Northeast Corner Shields/Leonard, T6164 Southwest Corner Ashlan/Leonard), to the Community Facilities District (CFD) 2004-1 and to Authorize the Levy of Special Taxes Therein and setting the Public Hearing for May 1, 2017.

ATTACHMENTS: Resolution
Map

CONFLICT OF INTEREST

None

RECOMMENDATION

That the Council approve Res. 17-____, A Resolution of Intention to Annex Territory (Annexation #49) to Community Facilities District (CFD) 2004-1 and to Authorize the Levy of Special Taxes therein and setting the Public Hearing for May 1, 2017.

EXECUTIVE SUMMARY

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

BACKGROUND

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

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

The area to be annexed T5176-Northeast Corner Shaw/Locan, T6101-Northeast Corner Shields/Leonard, T6164 Southwest Corner Ashlan/Leonard is shown in the attached map.

FISCAL IMPACT

No fiscal impact by this action.


REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

The Staff will take appropriate steps to schedule the Public Hearing on the Annexation of Territory to the CFD for May 1, 2017 and will provide the notices in accordance with law.

Prepared by: Steve Nourian

Submitted by:  Jay Schengel, Finance Director

RESOLUTION NO. 17-__

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

**CITY OF CLOVIS
Community Facilities District No. 2004-1
(Police and Fire Services)
Annexation No. 49**

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

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- 1. Findings.** This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.
- 2. Territory Described.** The name of the existing CFD is "Community Facilities District No. 2004-1 (Police and Fire Services)". The territory included in the existing CFD is as shown on the map thereof filed in Book 40 of Maps of Assessment and Community Facilities Districts at Page 57, in the office of the County Recorder, County of Fresno, State of California, to which map reference is hereby made. The territory now proposed to be annexed to the CFD is as shown on the Annexation Map No. 49 to the CFD, on file with the Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded said Annexation Map No. 49 to the CFD, showing the territory to be annexed, in the office of the County Recorder of the County of Fresno within fifteen days of the date of adoption of this resolution.
- 3. The Services.** The types of public services financed by the CFD and pursuant to the Act consist of those of the police and fire services (the "Services") as described in Exhibit A to Resolution No. 04-33, adopted by the Council on March 8, 2004 (the "Resolution of Formation"). It is presently intended that the Facilities (and the Services) will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

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

5. Hearing. Monday, May 1, 2017, at 6:00 p.m. or as soon as possible thereafter, in the City Hall, Council Chambers, 1033 Fifth Street, Clovis, California, be, and the same are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the annexation of territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD and the levy of such special tax therein.

6. Notice. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD. The publication of said notice shall be completed at least seven (7) days before the date herein set for said hearing. The City Clerk shall also cause a copy of such notice and a copy of the Resolution of Formation to be mailed to each landowner (and to each registered voter, if any) within the territory proposed to be annexed, which notice and resolution shall be mailed at least fifteen (15) days before the date of said hearing. Such notice shall be substantially in the form specified in Section 53339.4 of the Act, with a summary form specifically authorized.

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

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

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Clovis at a meeting held March 20, 2017, by the following vote:

AYES:

NOES:

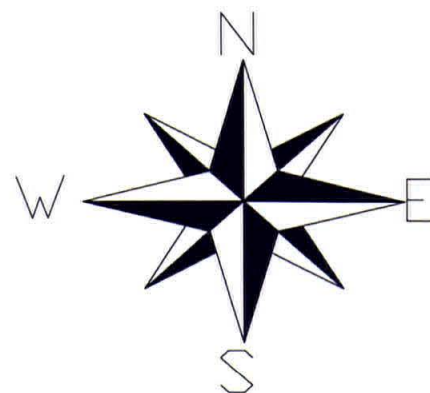
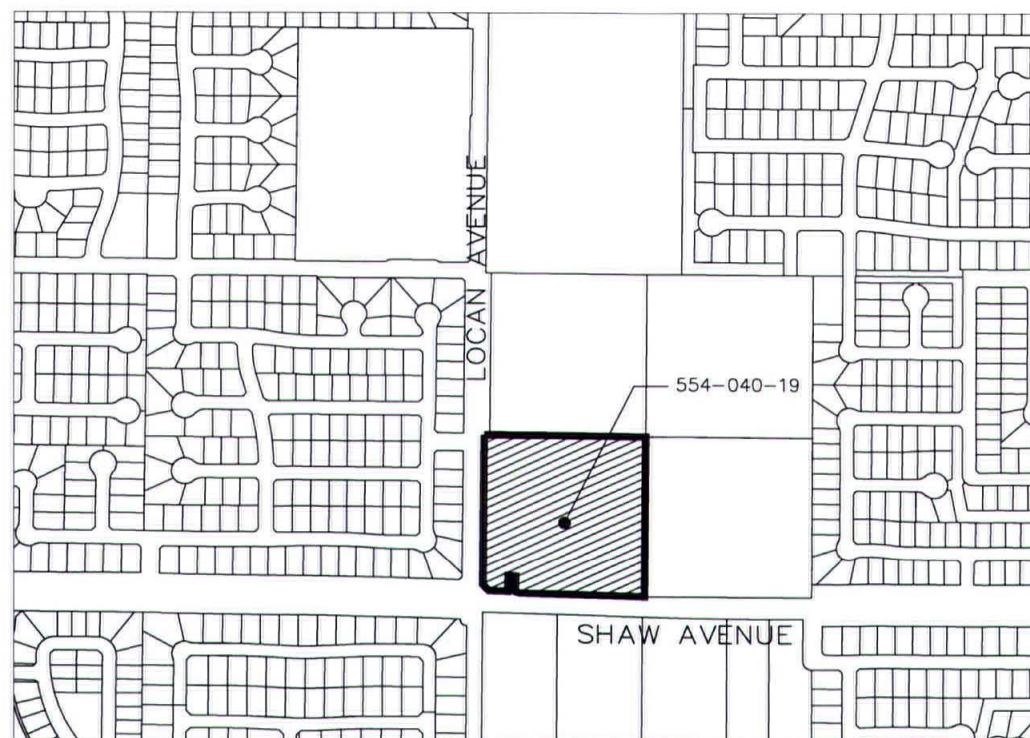
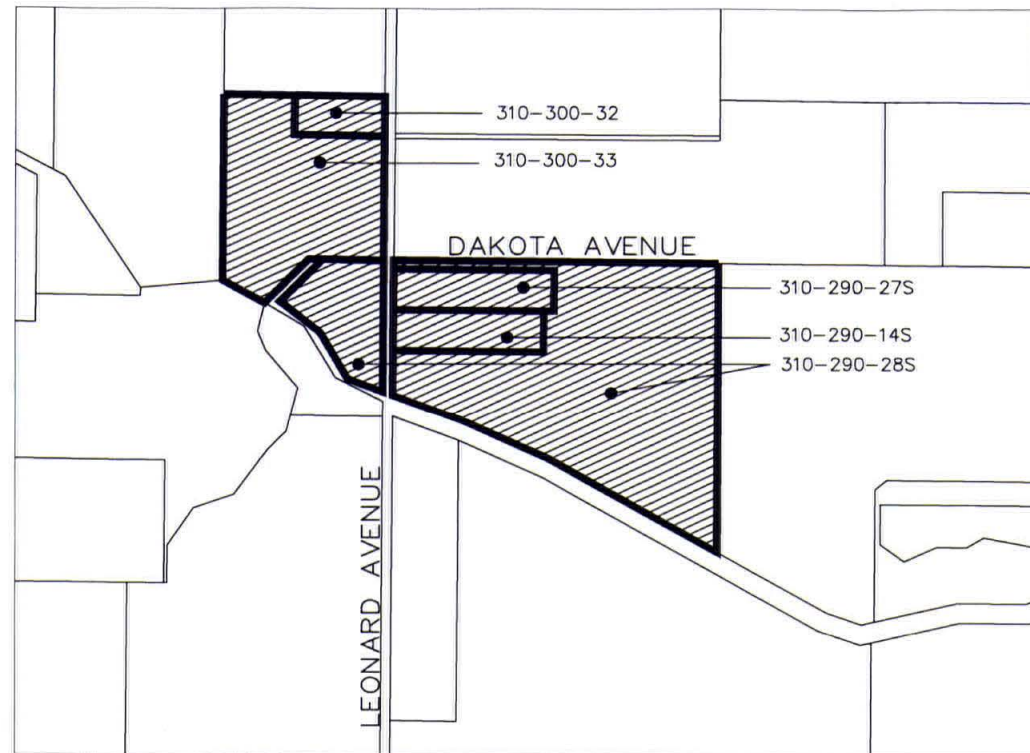
ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk



LEGEND

- PARCEL
- ANNEXATION BOUNDARY
- APN 310-290-14S
- APN 310-290-27S
- APN 310-290-28S
- APN 310-300-32
- APN 310-300-33
- APN 554-040-19

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 2017. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 49 TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 (POLICE AND FIRE SERVICES), CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CLOVIS AT A REGULAR MEETING THEREOF, HELD ON THE 1ST DAY OF _____, 2017, BY ITS RESOLUTION NO. 17-_____.

JOHN HOLT
CITY CLERK
CITY OF CLOVIS

FILED THIS _____ DAY OF _____, 2017, AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

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

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

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

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

ANNEXATION MAP NO. 49

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

CITY OF CLOVIS
COUNTY OF FRESNO
STATE OF CALIFORNIA

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



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: March 20, 2017

SUBJECT: Approval-Waive the City's Usual Purchasing Procedures and Contract with Compass Energy Solutions for the Purpose of Conducting a Feasibility Study to Implement LED Lighting Systems at City-Owned Facilities

CONFLICT OF INTEREST

None

RECOMMENDATION

Waive the City's usual purchasing procedures and contract with Compass Energy Solutions (CES) as a qualified Energy Services Company for the purpose of conducting a feasibility study to implement light-emitting diode (LED) lighting systems at city-owned facilities.

EXECUTIVE SUMMARY

City departments continue to research strategies to reduce facility energy consumption costs and seek to further explore the feasibility of installing LED lighting at all practical interior/exterior locations of city-owned facilities.

It is recommended the City enter into a letter of intent (LOI) with CES to conduct a feasibility study in determining if installation of LED lighting systems at city-owned facilities, parks and trails would provide the City with a viable project that will produce a positive return on investment (ROI). The City will incur no cost if the project proves unfeasible. Should the project prove viable, staff will return to the City Council and submit a recommendation utilizing provisions within California Government Code section 4217.12 for implementation of the projects. If the City decides not to move forward with any of the viable projects, the City would incur an exit cost of \$10,000 to cover CES's administrative and engineering costs for the study, with no further obligation.

BACKGROUND

City's History with Compass Energy Solutions

Compass Energy Solutions (CES), is a California approved, independent Energy Services Company (ESCO), with a proven track record of successful energy efficiency projects with the City of Clovis. The following chronology reflects CES's past history with the City:

- 2009: CES was selected through the competitive proposal process to implement various energy efficiency projects with the City. The City also contracted with CES to implement a \$1.6 million, City-wide energy-efficiency project funded through the Energy Efficiency Community Block Grant (EECBG).
- 2011: The City approved an amended contract with CES to act as the City's ESCO for the implementation of a \$3.4 million solar project; installing photovoltaic solar systems having an aggregate 380kW (AC) output at Fire Stations #1 and #5, and the Public Safety Facility.
- 2016: CES completed a contract with the City of Clovis to implement a \$1.95 million photovoltaic solar systems/LED project. This project included retrofitting and/or replacing 400+ interior and exterior existing light fixtures with LED lighting at the City's Maintenance and Operations Service Center; and, installing photovoltaic solar systems with a total aggregate of 280kW(AC) at the Maintenance and Operations Service Center, Miss Winkles Pet Adoption Center and Fire Stations #2, #3, and #4. CES was later provided a \$58K contract amendment to retrofit Rotary Skate Park with LED stadium lighting, which was completed in October, 2016.

Compass Energy Solutions Current Projects

CES will soon be implementing a \$3.75 million photovoltaic solar/energy storage system project, a project overseen by the city's Public Utilities Department. This project is a combination of two photovoltaic solar systems and a single energy storage system at the Surface Water Treatment Plant and the Clovis Sewage Treatment/Water Reuse Facility for a total rated aggregate output of 526kW(AC). Weather permitting; commencement of these projects is scheduled for March, 2017.

Past Energy Project Performance

A recent analysis of energy data demonstrates that CES' past pre-construction energy-saving projections are within 10% of target over the course of six (6) years for a cluster of 10 buildings affected by the EECBG energy efficiency project.

Further data related to the City's solar projects at the Public Safety Facility, Miss Winkles Pet Adoption Center, the Maintenance and Operations Service Center and Fire Stations #1, #2, #3, #4 & #5, reflects an overall kWh reduction of 3,285,417 or 60%, representing a 13% increase in reduction over the projected performance.

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

Recommendation

Based upon the City's past partnership with CES, the quality and favorable results of past projects in tandem with Compass's continued post-construction performance-oversight of these projects, staff is recommending the City enter into a *Letter of Intent* (LOI) with CES to explore the feasibility of installing LED lighting technology at feasible city-owned locations. The LOI allows CES to utilize their resources and commence the feasibility study, and further allows the City to provide resources in the way of building information, utility bill authorization for data with PG&E, construction drawings of the facilities, and access to city facilities for inspection.

The proposed study will inventory all city-owned sites. A joint effort between the General Services Department and the Public Utilities Department will allow the study to include all city facilities, inclusive of the city's parks and trails as potential targets of improvement. The study will identify the probable types and quantities of LED components and the most cost-efficient method of implementing the components into our existing lighting systems. If the findings meet the City's financial criteria and prove to be a viable project with a sound return ROI, staff will return to Council with a separate agenda item detailing the project, its savings, funding sources, and a recommendation for the City to enter into an energy services agreement with CES to implement the projects as provided under California Government Code section 4217.12. The aforementioned code section allows a public agency to enter into an energy services contract if it is in the best interest of the public agency. The actions would be publically noticed and the determination made at a regularly scheduled public hearing.

FISCAL IMPACT

If CES's LED feasibility study concludes the project is not financially viable as determined by the City's standard for ROI, the City will incur no cost for services rendered and therefore, no fiscal impact to the City. If the study proves to be financially viable for the City and the City decides not to proceed, a \$10,000 exit fee will be incurred by the Department Support Division's FY16/17 budget to cover CES's administrative and engineering costs, with no further obligation from the City.

REASON FOR RECOMMENDATION

Staff continues to explore ways of responsibly implementing viable energy projects as a means of reducing facility energy costs. Until recently, the cost effectiveness of implementing an actual LED lighting project could not produce an acceptable ROI. With rapid advances in

lighting technologies, LED lighting is now a viable and cost-effective alternative to traditional lighting methods.

CES, an ESCO originally retained by the City through the competitive bid process, has previously implemented four (4) successful energy projects for the City of Clovis. The projects are performing within 10% or over their original projections. Based on the City's past and current partnership with CES, its history of delivering a quality project using quality components, the favorable results of past projects and CES's continued post-construction performance-oversight of these projects, in tandem with the City's current contract with CES to implement a photovoltaic systems at the city's SWTP and STWRF, staff recommends that the City enter into a LOI with CES to explore the feasibility of implementing LED lighting technology at all city-owned sites and facilities.

ACTIONS FOLLOWING APPROVAL

Staff will develop a LOI between the City and Compass Energy Solutions for the City Manager's approval to enter into an agreement for the purposes of conducting a feasibility study for potentially implementing LED lighting at all viable city-owned locations. General Services Department staff will provide updates to Council on the findings of the feasibility study with further recommendations concerning whether or not to proceed with a project.

Prepared by: Larry Louie, Department Support Manager

Submitted by: Shonna Halterman, General Services Director





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

City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: March 20, 2017

SUBJECT: Approval - Authorize the City Manager to approve placement of a full time Bus Driver at Step 5 of the salary range.

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the Council to authorize the City Manager to approve the placement of a new Bus Driver for Clovis Transit at Step 5 of the salary range.

EXECUTIVE SUMMARY

The Department has selected a preferred candidate to fill the vacant position. The candidate has served Clovis Transit well for almost five years as a part time bus driver and as a result, has received merit increases over the course of time. The current hourly pay rate for this person is equivalent to the fourth step of the full time salary range. Initial appointment above the third step of the salary range requires Council authorization.

BACKGROUND

A recruitment process was conducted in the early spring of 2017 so that the Department would be able to fill an existing vacancy. The Department has selected a candidate from the eligibility list and would like to place the employee on the fifth step of the Bus Driver salary range. The candidate has served Clovis Transit well for almost five years as a part time bus driver and as a result, has received merit increases over the course of time. The candidate's current hourly pay rate is equivalent to the fourth step of the full time salary range.

FISCAL IMPACT

The position is currently budgeted at a level sufficient to fund this request.

REASON FOR RECOMMENDATION

Pursuant to Clovis Municipal Code and Personnel Regulations, the City Council must authorize the City Manager to make personnel appointments in the competitive service at salary levels beyond the third step of the salary range. The recommended candidate is highly qualified and would be a significant asset to the City's workforce.

ACTIONS FOLLOWING APPROVAL

A personnel action form will be submitted to Personnel and the City Manager for approval pending the results of the Personnel Commission Oral Interview.

Prepared by: Amy Hance, Transit Supervisor

Submitted by: Shonna Halterman, General Services Director

A handwritten signature in black ink, appearing to be "SHH", enclosed within a hand-drawn oval.



AGENDA ITEM NO: CC-E-3

City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: March 20, 2017

SUBJECT: Approval – Claim Rejection of the General Liability Claim Submitted for Jo Marie Allen.

CONFLICT OF INTEREST

None

RECOMMENDATION

Reject the claim submitted on behalf of Jo Marie Allen.

BACKGROUND

On February 8, 2017, a general liability claim was filed against the City of Clovis on behalf of Ms. Jo Marie Allen. The City sent the claim back to the claimant as an insufficient claim on February 22, 2017. The claimant amended the claim and returned the claim to the City on February 27, 2017. On November 7, 2016, Ms. Allen allegedly fell and injured herself at the southwest corner of Locan Avenue and Richert Avenue in the City of Clovis. The claimant alleges that the City negligently owned, managed and maintained its premises in a dangerous and defective condition while having knowledge thereof and failing to act accordingly, which contributed to the injuries alleged in the claim.

This claim does not state a specific amount for damages sought; instead, the claim has been filed as a "civil unlimited case" in Fresno Superior Court.

FISCAL IMPACT

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

REASON FOR RECOMMENDATION


It is recommended that the claim be rejected. 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: Charles W. Johnson, Management Analyst

Submitted by: Shonna Halterman, General Services Director





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

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: March 20, 2017

SUBJECT: Approval – Bid Award for CIP 16-13, ADA Ramp Project – Phase 9 and;
Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENTS: (A) Vicinity map

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to award a contract for CIP 16-13, ADA Ramp Project – Phase 9, to Witbro, DBA Seal Rite Paving, in the amount of \$370,122.00 and;
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

The project involves reconstruction of concrete curb ramps, curbs, gutters, valley gutters, and sidewalks at various locations within the City boundary.

Staff has evaluated the project sites and all design aspects within the scope of this project for compliance with the Americans with Disabilities Act (ADA) accessibility standards as of March 20, 2017. The project will be ADA compliant upon completion.

BACKGROUND

The following is a summary of the bid results as of February 28, 2017:

BIDDERS	BASE BIDS:
Witbro, Inc. DBA Seal Rite Paving	\$ 370,122.00
Dawson-Mauldin Construction, Inc.	\$ 605,672.00
Machado and Sons Construction, Inc.	\$ 625,559.00
Engineer's Estimate:	\$ 341,194.50

All bids were examined and the bidder's submittals were found to be in order. Witbro, Inc. DBA Seal Rite Paving is the lowest apparent bidder. Staff has evaluated the lowest bidder's contractor's license status; the contractor is in good standing with no record of complaints or violations recorded in the last three years. A record search for complaints of violations was performed through Cal OSHA, and no violations were found.

FISCAL IMPACT

This project was approved in the Community Investment Program 2016-2017 fiscal year budget and is fully funded by the Community Development Block Grant (CDBG) program.

REASON FOR RECOMMENDATION

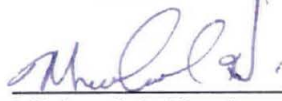
Witbro, Inc. DBA Seal Rite Paving is the lowest responsible bidder. There are sufficient funds available for the anticipated costs of this project.

ACTIONS FOLLOWING APPROVAL


1. The contract will be prepared and executed, subject to the contractor providing performance security that is satisfactory to the City.
2. Construction will begin approximately two (2) weeks after contract execution and be completed in eighty (80) working days thereafter.

Prepared by: Colleen Vidinoff, Project Engineer

Submitted by:


Michael J. Harrison
City Engineer

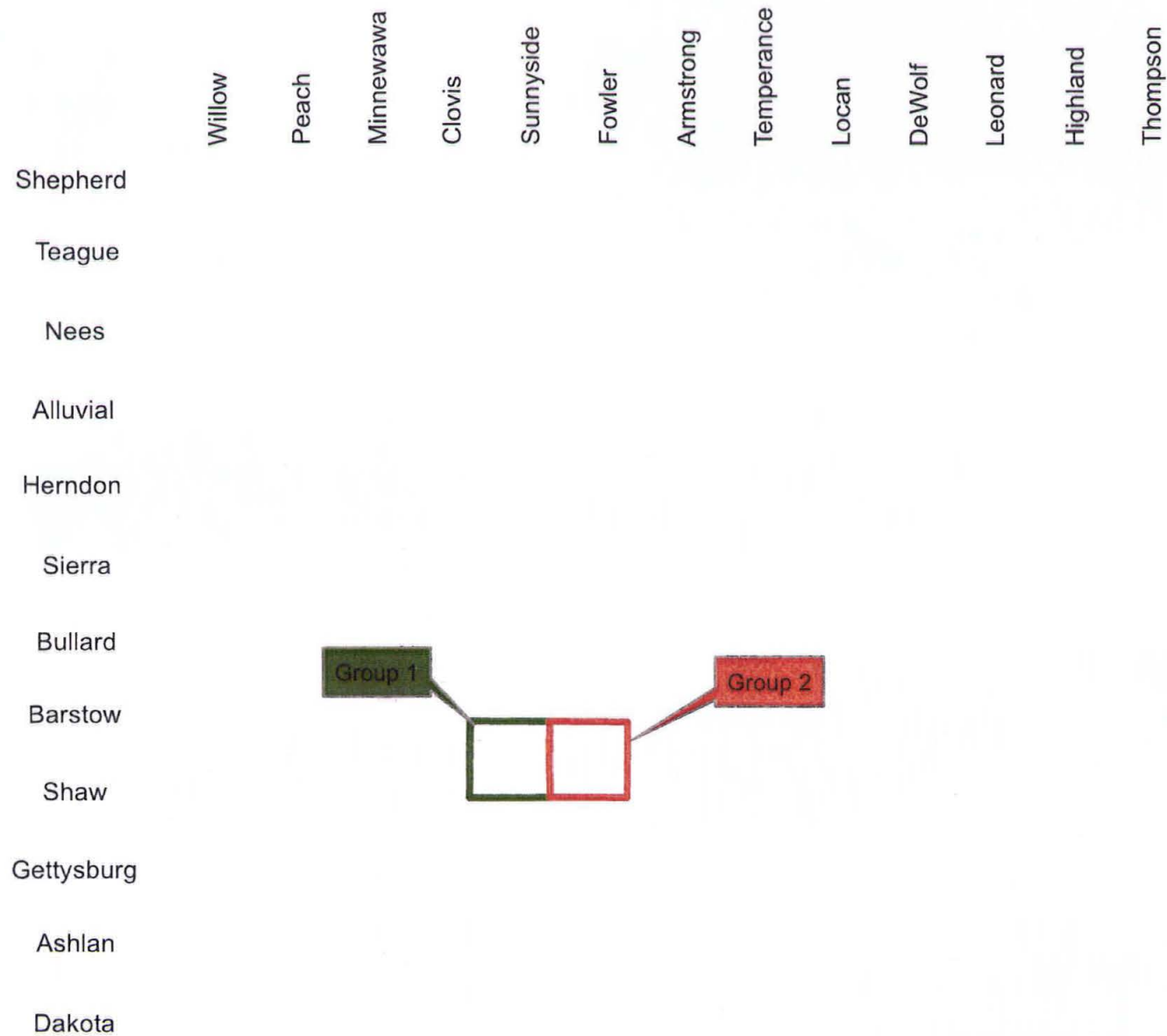
Recommended by:


Dwight Kroll, AICP
Director of Planning and
Development Services



**CIP 16-13
ADA Ramp Project
Phase 9**

Vicinity Map



Group



1 in = 5,800 ft



Date: 12/5/2016



**CIP 16-13
ADA Ramp Project
Phase 9**

Group 1

1 in = 350 ft



Date: 12/5/2016



CIP 16-13
ADA Ramp Project
Phase 9

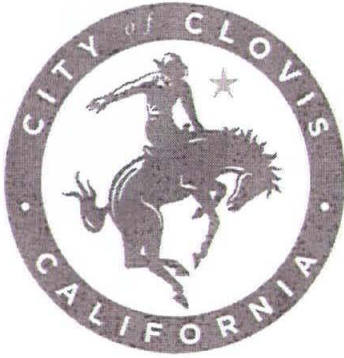
Group 2

1 in = 325 ft



Date: 1/26/2017

Copyright nearmap 2015



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: March 20, 2017

SUBJECT: Approval – Bid Award for CIP 15-22, Fire Station 3 Security Fence, and;
Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENTS: (A) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to award a contract for CIP 15-22, Fire Station 3 Security Fence to AJ Excavation, Inc. in the amount of \$86,756.00 and;
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

The construction involves installation of decorative iron security fence at Fire Station 3 located at 555 N. Villa Avenue. Construction shall also involve clearing, grubbing, trenching, concrete sidewalk, reinforced concrete drive approach, installation of conduit, conductors, irrigation, and landscaping.

Staff has evaluated the project site and all design aspects within the scope of this project for compliance with the Americans with Disabilities Act (ADA) accessibility standards as of March 20, 2017. The project will be ADA compliant upon completion.

BACKGROUND

It is recommended to award the contract in the amount of \$86,756.00, in which \$80,096.00 is the base bid amount and \$6,660.00 is for the add alternative item.

The following is a summary of the bid results of March 7, 2017:

<u>BIDDERS</u>	<u>BASE BIDS</u>	<u>W/ ADD ALT</u>
AJ Excavation, Inc.	\$80,096.00	\$86,756.00
Hobbs Construction, Inc.	\$ 92,853.00	\$101,733.00
Cable Links Construction	\$ 99,560.84	\$111,421.19
Golden Bay Fence Plus Iron Works, Inc.	\$ 108,912.00	\$118,347.00
Cash & Lincoln Fence DBA Valley Fence Company	\$ 111,165.00	\$124,041.00
Harris Steel Fence Company, Inc.	\$ 159,550.00	\$168,430.00
Davis Moreno Construction, Inc.	\$ 159,716.35	\$175,300.75

ENGINEER'S ESTIMATE

\$ 94,205.00

\$102,530.00

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

FISCAL IMPACT

This project was approved in the 2016-2017 City Community Investment Program fiscal year budget and funded by the General Fund.

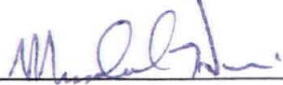
REASON FOR RECOMMENDATION

AJ Excavation, Inc. is the lowest responsible bidder. There are sufficient funds available for the anticipated costs of this project including the add alternative item.

ACTIONS FOLLOWING APPROVAL

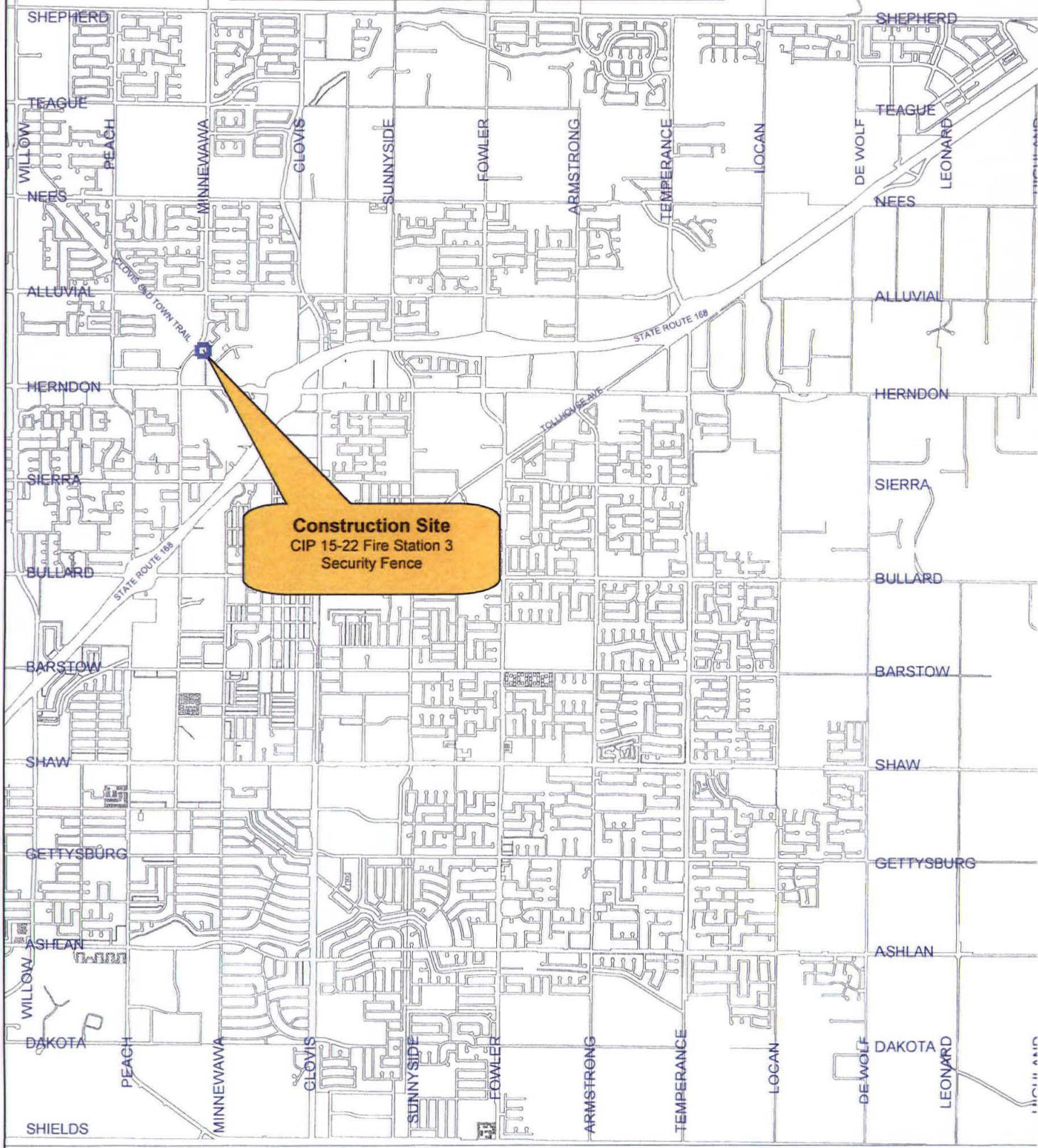
1. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
2. Construction will begin approximately one (1) month after contract execution and be completed in twenty (20) working days thereafter.

Prepared by: Johnny LeMaster, Project Engineer

Submitted by: 
Michael J. Harrison
City Engineer

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

VICINITY MAP
CIP 15-22
Fire Station 3 Security Fence
555 N. Villa Avenue



Construction Site
CIP 15-22 Fire Station 3
Security Fence

EXHIBIT A



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

City Manager: 

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: March 20, 2017

SUBJECT: Approval – Res. 17 - ____, Dissolving the Fresno-Clovis Metropolitan Solid Waste Commission and associated JPA and MOU by mutual agreement; and approve the designation of the Assembly Bill 939 Memorandum of Understanding Committee as the Integrated Waste Management Local Task Force.

ATTACHMENTS: (A) County of Fresno Letter
(B) Res. 17-____ Resolution of Dissolution
(C) Res. 17-____ Resolution of Restructuring

CONFLICT OF INTEREST

None

RECOMMENDATION

1. Authorize the Director of Public Utilities to initiate the dissolution process, by mutual agreement, of the Fresno-Clovis Metropolitan Solid Waste Commission ("FCMSWC"), which is comprised of the City of Clovis, the City of Fresno, and the County of Fresno, and consent to the termination of the related Joint Powers Agreement and Memorandum of Understanding. Approve a Resolution to authorize the dissolution of the commission and to accept remaining Enterprise Trust Fund monies.
2. Approve the resolution restructuring the current Integrated Waste Management Local Task Force and authorizing the designation of the Assembly Bill 939 Memorandum of Understanding Committee to serve in the capacity and perform the functions of the Fresno County Integrated Waste Management Local Task Force. Authorize the Director of Public Utilities or his designee to coordinate the process with the County of Fresno and the 15 incorporated cities.

EXECUTIVE SUMMARY

On March 23, 2016, the FCMSWC members comprised of Esmerelda Soria, Steve Brandau, Nathan Magsig, Debbie Poochigian, and Andreas Borgeas met and approved the dissolution of the FCMSWC. As the lead agency, Fresno County staff have provided documentation to proceed with the dissolution and restructuring of the committee (see attached County of Fresno letter).

Staff recommends that the City approve the attached resolutions, which provide for the dissolution of the FCMSWC, and authorize and approve the designation of the AB 939 MOU Committee to serve in the capacity and perform the functions of the Fresno County Integrated Waste Management Local Task Force. These actions will allow the City to continue to implement countywide Assembly Bill (AB) 939 and other State-mandated programs and plans, which include education, public outreach, and household hazardous waste (HHW) management programs under the existing Assembly Bill 939 Memorandum of Understanding Committee (AB 939 MOU Committee).

The County of Fresno and the City of Fresno governing bodies are concurrently addressing the same request. The recommended actions will allow the City to begin the process to coordinate with the partnering jurisdictions to dissolve the inactive and obsolete FCMSWC, and to terminate the related Joint Powers Agreement (JPA) and Memorandum of Understanding (MOU) by mutual agreement. The dissolution of the sub-regional commission and consolidation of activities through the existing Assembly Bill 939 Memorandum of Understanding Committee (AB 939 MOU Committee) will aid in the efficient management of countywide state-mandated programs and plans (e.g., education, public outreach, household hazardous waste (HHW) management programs, and Non-Disposal Facility Plan updates, etc.).

BACKGROUND

The City participates in various commissions and committees that were created to provide cooperation between public agencies to manage solid waste programs and facilities.

- Fresno-Clovis Metropolitan Solid Waste Commission (FCMSWC)
- Integrated Waste Management Local Task Force (LTF)
- AB 939 Memorandum of Understanding Committee (AB 939 MOU Committee)

Fresno-Clovis Metropolitan Solid Waste Commission

In the late 1960s and 1970s, the City, the County, and the City of Fresno, in response to the newly adopted County Solid Waste Management Plan, executed a Joint Powers Agreement and related Memorandum of Understanding to create the FCMSWC. The FCMSWC has the ability to site, operate facilities, and implement regional programs for the urban area. The passage of Assembly Bill 939, in 1989, required that each county and city establish and implement jurisdiction-specific recycling and diversion plans. The

County and the 15 incorporated cities executed a Memorandum of Understanding to address countywide regional programs, which are coordinated through the AB 939 MOU Committee.

On March 23, 2016, the FCMSWC members comprised of Esmerelda Soria, Steve Brandau, Nathan Magsig, Debbie Poochigian, and Andreas Borgeas met and approved the dissolution of the FCMSWC by a vote of 5-0. The Joint Powers Agreement stipulates that the FCMSWC can be dissolved upon mutual agreement of the three governing bodies. The FCMSWC on members directed staff to work with each jurisdiction's staff and coordinate the submittal of requisite documents to each one of the governing bodies to request approval to dissolve the commission, terminate the Joint Powers Agreement and Memorandum of Understanding, and receive authorization for the disbursement and receipt of remaining trust funds. Currently there is a balance of approximately \$23,000 in the FCMSWC account. Upon approval of the recommended actions, staff will commence the coordination process with County and City of Fresno staff.

Integrated Waste Management Local Task Force

The California Integrated Waste Management Act of 1989 (Assembly Bill 939, Sher, Chapter 1095, Statutes of 1989 [AB 939]) required that each county form an Integrated Waste Management Local Task Force (LTF). The LTF reviews and approves the local and countywide planning documents (e.g., Source Reduction and Recycling Elements (SRREs), Household Hazardous Waste Elements (HHWEs), Non-Disposal Facility Elements (NDFEs), Countywide Integrated Waste Management Plan (IWMP), and Countywide Siting Element (CSE), which were developed to comply with AB 939 regulations. Fresno County's LTF was formed in 1990 and was comprised of fifteen members. The membership included nine members appointed by the Board of Supervisors (two members representing environmental concerns; two solid waste hauler representatives; one landfill operator, who is not one of the County contracted hauler representatives; one recycling representative; and three at-large members representing the public); two members appointed by the FCMSWC; two members appointed by the Southeast Regional Solid Waste (SER) Commission; and two members appointed by the West County Solid Waste Planning Commission (WCSWC). As the three jurisdictions move forward to dissolve the commissions, and because of the difficulty to assemble such a diverse group, staff is recommending that the LTF be restructured to incorporate jurisdictional representatives who have a vested interest in meeting State-mandated goals.

Pursuant to the requirements of AB 939, the LTF is appointed by a double majority of the jurisdictions within the County (a majority of the jurisdictions with a majority of the population). The Board of Supervisors, the City of Clovis City Council, and seven additional City Councils within the County can designate the membership of the LTF.

In 1993, the County, in coordination with the 15 incorporated cities, adopted an AB 939 Memorandum of Understanding (MOU) in 1993 to address State-mandated solid waste programs, develop plans, and clarify the responsibilities of the County in on-going planning and implementation of regional countywide programs. The MOU created an

"AB 939 MOU Committee" which includes a representative of each of the jurisdictions within the County and functions as a countywide planning agency for regional solid waste and recycling programs and activities.

FISCAL IMPACT

None

REASON FOR RECOMMENDATION

These actions will allow the City to continue to implement countywide Assembly Bill (AB) 939 and other State-mandated programs and plans, which include education, public outreach, and household hazardous waste (HHW) management programs under the existing Assembly Bill 939 Memorandum of Understanding Committee (AB 939 MOU Committee).

ACTIONS FOLLOWING APPROVAL

Upon approval of the recommended actions, staff will begin the process to coordinate with the various partnering jurisdictions to dissolve the inactive and obsolete Fresno-Clovis Metropolitan Solid Waste Commission (FCMSWC), and to commence the process to terminate the respective Joint Powers Agreement (JPA) and Memorandum of Understanding (MOU) by mutual agreement.

Staff will assist in restructuring the current Integrated Waste Management Local Task Force and designating the Assembly Bill 939 Memorandum of Understanding Committee to serve in the capacity and perform the functions of the Fresno County Integrated Waste Management Local Task Force.

Prepared by: Scott Redelfs, Asst. Public Utilities Director

Submitted by: Scott Redelfs, Asst. Public Utilities Director





County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

December 9, 2016

Luke Serpa
Director of Public Utilities
City of Clovis
1033 Fifth Street
Clovis, CA 93612

SUBJECT: Dissolution of the Fresno-Clovis Metropolitan Solid Waste Commission and Restructuring of the current Integrated Waste Management Local Task Force to the AB 939 Memorandum of Understanding Committee

Dear Mr. Serpa:

On March 23, 2016, the Fresno-Clovis Metropolitan Solid Waste Commission (FCMSWC) comprised of the City of Fresno (Esmerelda Soria and Steve Brandau), the City of Clovis (Nathan Magsig) and the Fresno County Board of Supervisors (Debbie Poochigian and Andreas Borgeas) met and approved the dissolution of the FCMSWC through mutual agreement by a vote of 5-0. At this meeting, the FCMSWC also directed Fresno County staff to prepare requisite documentation to request approvals from the County Board of Supervisors and the governing bodies of the Cities of Fresno and Clovis for dissolution and reimbursement of remaining FCMSWC Enterprise Fund monies of approximately \$23,000. The Commission directed staff to split these monies evenly between each of the three jurisdictions. County staff has prepared the attached items for your use. Please feel free to send to City Counsel for review and edit to comply with the City's format. These documents will provide the details for you to format a Council report and resolutions for a request to accept refunded monies and to receive approvals and a concurrence with the actions proposed. The following documentation is attached for your use:

1. Draft Council Agenda Item with Resolution to authorize dissolution of the FCMSWC and termination of the associated JPA and MOU.
2. Resolution to designate the current AB 939 MOU Committee to serve in the capacity and perform the functions of the Integrated Waste Management Local Task Force (LTF).
3. A copy of State Public Resources Code (PRC) Section 40950 which stipulates the requirement for the LTF.

RESOURCES DIVISION

2220 Tulare Street, Sixth Floor / Fresno, California 93721 / Phone (559) 600-4259 / FAX 600-4552
The County of Fresno is an Equal Employment Opportunity Employer

For your edification, staff has provided the following background information:

Fresno-Clovis Metropolitan Solid Waste Commission (FCMSWC)

The FCMSWC was formed through a Joint Powers Agreement (JPA) between the cities of Fresno and Clovis and the County of Fresno in June of 1977 for the purpose of solid waste management within the region. In 1990, two members of the FCMSWC were appointed to the LTF discussed below. The Commission had not met since the 1990's and is currently considered inactive and obsolete.

Integrated Waste Management Local Task Force (LTF)

The California Integrated Waste Management Act of 1989 (Assembly Bill 939, Sher, Chapter 1095, Statutes of 1989 [AB 939]), required that each County form an LTF to review and approve the local and countywide planning documents developed pursuant to AB 939. Fresno County's LTF was formed in 1990 and met regularly to review the local Source Reduction and Recycling Elements (SRREs), Household Hazardous Waste Elements (HHWEs), Non-Disposal Facility Elements (NDFEs), Countywide Integrated Waste Management Plan (IWMP) and Countywide Siting Element (CSE). The LTF reviews amendments to the local and countywide planning documents and the Five-Year Countywide Plan Update.

AB 939 MOU Committee

The County, in coordination with the 15 incorporated cities, adopted an AB 939 Memorandum of Understanding (MOU) in 1993 to clarify the responsibilities of the County in on-going planning and implementation of countywide solid waste programs. The MOU created an "AB 939 MOU Committee" which includes a representative of each of the jurisdictions within the County and functions as a countywide planning agency for regional solid waste and recycling programs and activities. Understanding membership to the LTF was partially made up from members of the FCMSWC and other committees and that this Commission is being dissolved, another representative committee needs to serve in this capacity and perform the functions of the LTF. During a recent AB 939 MOU Committee Meeting on October 12, 2016, the committee members unanimously voted for the LTF to be restructured into the AB 939 MOU Committee.

The dissolution of the FCMSWC and consolidation of LTF activities through the countywide AB 939 MOU Committee will aid in the efficient management of countywide solid waste programs.

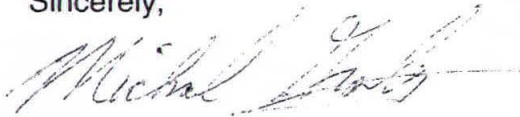
In addition, pursuant to the requirements of AB 939, the LTF is appointed by a double majority of the jurisdictions within the County (a majority of the jurisdictions with a majority of the population). The Board of Supervisors, the City of Clovis City Council, and seven additional City Councils within the County can designate the membership of the LTF. As the City of Clovis is one party of the double majority within Fresno County as discussed above, we are requesting the second resolution attached for the restructuring of the LTF into the AB 939 MOU Committee also be taken to the City Council for approval.

RESOURCES DIVISION

2220 Tulare Street, Sixth Floor / Fresno, California 93721 / Phone (559) 600-4259 / FAX 600-4552
The County of Fresno is an Equal Employment Opportunity Employer

We are hoping that the City can move forward in an expeditious manner so that we can receive the approved resolutions by February 28, 2017. Please call me if you need additional time and if you have any questions. Thank you.

Sincerely,



Michael G. Greenberg, P.E.
Senior Staff Analyst

- c Eric Zetz, Solid Waste Manager, City of Clovis
- Steven E. White, Director, Public Works and Planning, Fresno County
- John R. Thompson, Deputy Director, Public Works and Planning, Fresno County
- Sally Lopez, Principal Staff Analyst, Public Works and Planning, Fresno County

Attachments
File

RESOURCES DIVISION

2220 Tulare Street, Sixth Floor / Fresno, California 93721 / Phone (559) 600-4259 / FAX 600-4552
The County of Fresno is an Equal Employment Opportunity Employer

RESOLUTION NO. 17-

**RESOLUTION OF THE COUNCIL OF THE CITY OF CLOVIS,
CALIFORNIA, AUTHORIZING DISSOLUTION OF THE FRESNO-
CLOVIS METROPOLITAN SOLID WASTE COMMISSION AND
GRANTING ITS APPROVAL FOR TERMINATION OF THE JPA AND
MOU BY MUTUAL AGREEMENT, AND ACCEPTANCE OF THE
REMAINING ENTERPRISE TRUST FUND MONIES SPLIT EVENLY
BETWEEN THE CITY OF FRESNO, THE CITY OF CLOVIS, AND THE
COUNTY OF FRESNO**

WHEREAS, the California Integrated Waste Management Act of 1989 (Assembly Bill 939, Sher, Chapter 1095, Statutes of 1989) (AB 939) requires each city and county in the State to prepare and implement a jurisdiction-specific plan to divert 50% of solid waste generated within its jurisdiction from disposal; and

WHEREAS, the Fresno-Clovis Metropolitan Solid Waste Commission (FCMSWC), which was formed in 1977 pursuant to a Joint Powers Agreement (JPA) to establish a governmental body for handling waste planning regionally and approval and authorization of an MOU in 1988 to further clarify each agency's role. The JPA and MOU are comprised of representatives from the City of Clovis, City of Fresno, and County of Fresno (collectively "the Member Agencies"); and

WHEREAS, the FCMSWC met on March 23, 2016 and directed staff to prepare the requisite documents for Board approvals to dissolve the Commission, terminate the JPA and MOU by mutual agreement, and refund enterprise monies evenly between the jurisdictions; and

WHEREAS, the FCMSWC retains approximately \$23,000 in its enterprise trust fund, which can be evenly distributed to the City of Clovis, the City of Fresno, and the County of Fresno by mutual agreement; and

WHEREAS, the Member Agencies have expressed a desire to dissolve the FCMSWC, terminate the JPA and MOU, and refund remaining enterprise funds to be distributed among the Member Agencies.

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Clovis authorizes the dissolution of the FCMSWC and hereby grants its approval for termination of the JPA and MOU by mutual agreement, and acceptance of the remaining enterprise trust fund monies split evenly between the City of Clovis, the City of Fresno, and the County of Fresno.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 20, 2017 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

RESOLUTION NO. 17-

RESOLUTION OF THE COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA, AUTHORIZING THE DESIGNATION OF THE AB 939 MOU COMMITTEE TO SERVE IN THE CAPACITY AND PERFORM THE FUNCTIONS OF THE LTF, IN ORDER TO FACILITATE THE DEVELOPMENT OF AB 939-RELATED PLANS AND PROGRAMS THAT ARE BEST ACCOMPLISHED AND COORDINATED ON A REGIONAL BASIS

WHEREAS, the California Integrated Waste Management Act of 1989 (Assembly Bill 939, Sher, Chapter 1095, Statutes of 1989) (AB 939) requires each city and county in the State to prepare and implement a jurisdiction-specific plan to divert 50% of solid waste generated within its jurisdiction from disposal; and

WHEREAS, the State of California has established a goal of 75% source reduction, recycling, and composting by 2020; and

WHEREAS, required programs include Source Reduction, Recycling, Composting, Hazardous Waste Management, and Public Education that are best coordinated on a regional basis; and

WHEREAS, new State rules are currently being promulgated pursuant to Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016) (SB 1383) that will increase the need for regional programs to reduce methane generation by diverting 50% of organics from landfill by 2020 and 75% by 2025; and

WHEREAS, AB 939 authorized the County of Fresno, along with the fifteen (15) incorporated cities within the County, to join together to prepare and implement plans and programs to establish integrated management of solid waste on a regional basis; and

WHEREAS, sub-regional solid waste management plans and programs had previously been implemented by the FCMSWC, but can be coordinated more efficiently on a countywide basis; and

WHEREAS, AB 939 requires the designation of an Integrated Waste Management Local Task Force (LTF) for reviewing local and regional plans, which was formed by action of the Board in 1990 in accordance with the provisions of Public Resources Code Section 40950; and

WHEREAS, on July 24, 1990 the County Board of Supervisors approved formation of a Countywide Task Force (LTF) utilizing members of the Fresno-Clovis Metropolitan Solid Waste Commission (FCMSWC) for the preparation of the County Integrated Waste Management Plan; and

WHEREAS, the participating jurisdictions have expressed a desire to dissolve the FCMSWC, restructure the current LTF, and designate the existing AB 939 MOU Committee to serve in the capacity and perform the functions of the LTF; and

WHEREAS, the County of Fresno and the cities within the County previously have formed the AB 939 MOU Committee to oversee ongoing planning and implementation of countywide programs.

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Clovis approves the restructuring of the LTF; recognizes that this action is subject to and conditioned upon the subsequent concurrence of a majority of the cities which contain a majority of the population of the incorporated area of the County, in accordance with the provisions of Public Resources Code Section 40950(b); and hereby authorizes the designation of the AB 939 MOU Committee to serve in the capacity and perform the functions of the LTF, in order to facilitate the development of AB 939-related plans and programs that are best accomplished and coordinated on a regional basis.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 20, 2017 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk



AGENDA ITEM NO: CC-H-2

City Manager: 

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

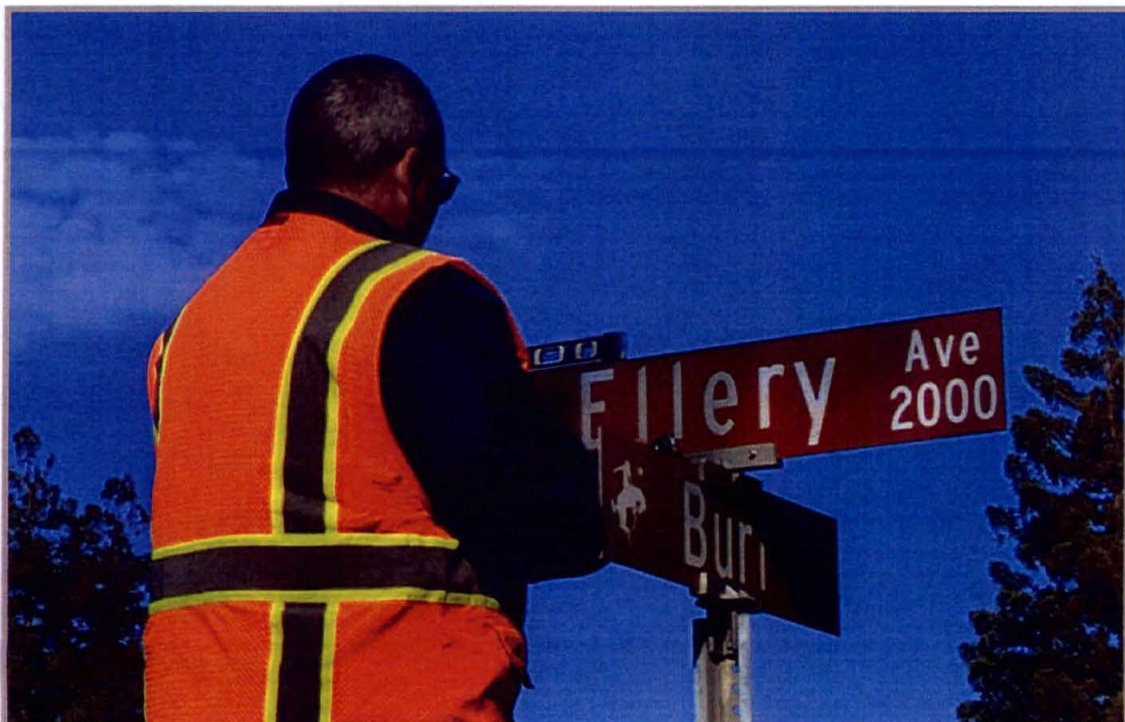
TO: Mayor and City Council

FROM: Public Utilities Department

DATE: March 20, 2017

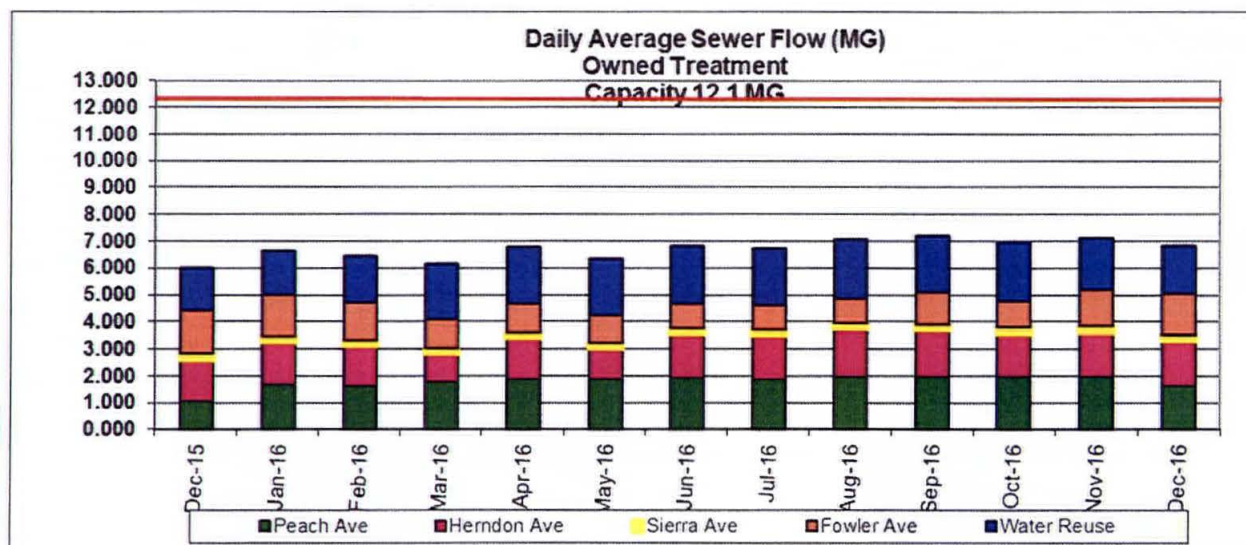
SUBJECT: Receive and File - Public Utilities Monthly Report December 2016

When the weather turns cold, wet, and windy, the Signs and Striping staff can no longer use their striping and marking equipment to paint Clovis streets, so they change their focus to signs. The Signs and Striping crew make and install all of the street name and special request signs throughout the City of Clovis. Common signs such as "STOP" and "NO PARKING" signs are purchased in bulk and are also installed or replaced by the crew as needed. The signature brown and white Clovis street name signs are subject to the harsh summer sun and persistently fade, prompting the need for continuous sign building and replacement throughout the winter months. The crew also performs new installations when Clovis subdivisions are completed. In the photo below, PUD Senior Maintenance Worker Brent Westrick is installing a set of newly-built street name signs to replace a set that had faded. The new signs must be secured in place with tamper-proof bolts and meticulously checked for alignment with a level to meet the high standards the crew strives for - and the Clovis citizens deserve.



WASTEWATER DISPOSAL SECTION

<u>Sewer Flow</u>	Total Flow MG In December		Average Daily Flow MG/d		Owned Treatment Capacity MGD
	2016	2015	2016	2015	
Peach Avenue	49.810	49.760	1.607	1.605	3.0
Herndon Avenue	52.730	47.990	1.701	1.548	2.8
Sierra Avenue	6.353	6.134	0.205	0.198	0.5
Fowler Avenue	48.011	49.750	1.549	1.605	3.0
Water Reuse	54.637	49.720	1.763	1.604	2.8
TOTAL			6.825	6.560	12.1



Storm Drain Maintenance

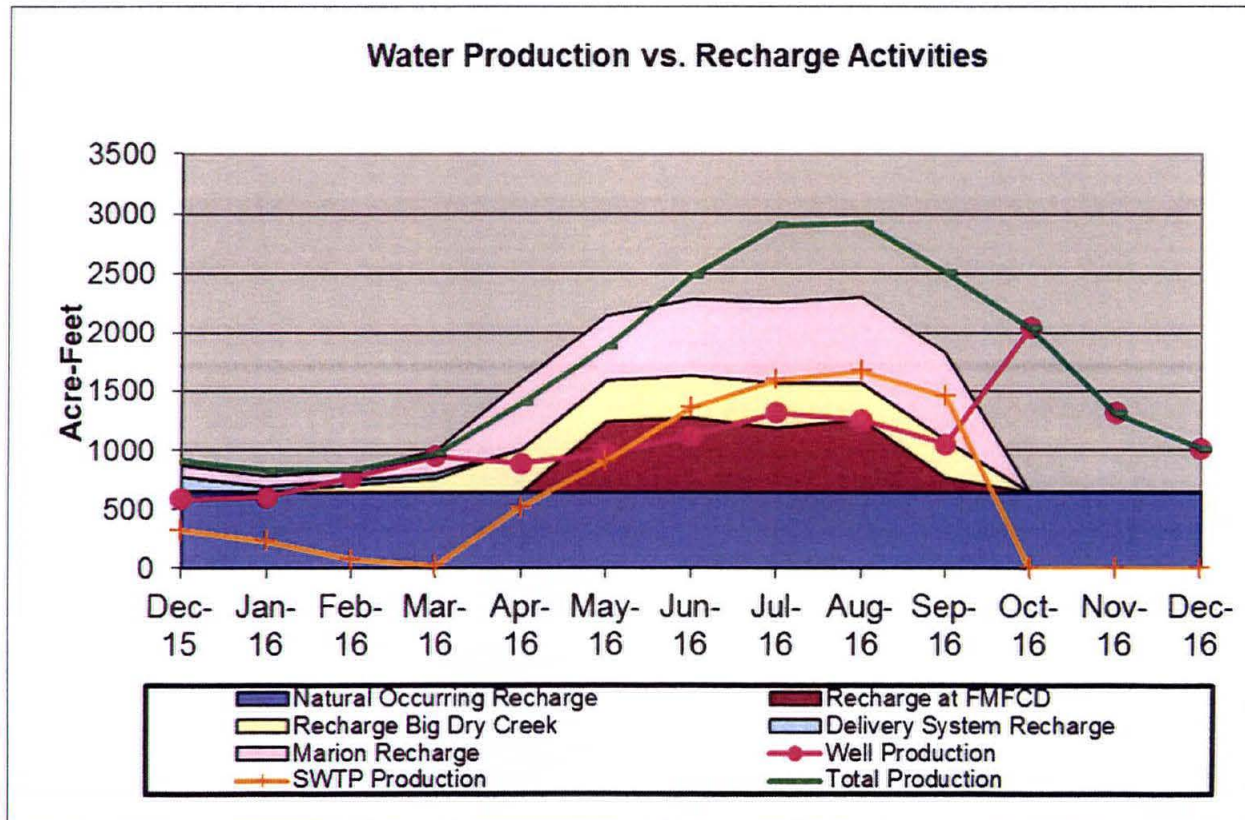
Summary of Activities	December 2016	December 2015	December 2014
Number of storms this month	6	6	6
Total rainfall this month (inches)	2.51	2.97	2.29
Rainfall to date (inches)	4.56	5.75	3.38

WATER SECTION

Water Production Unit

	This Month	Calendar Year to date
Recharge at FMFCD Basins (AF)	0	2,538
Recharge Upstream in Big Dry Creek (AF)	0	2,249
Marion Recharge per FID (AF)	0	4,323
Delivery System Recharge	0	128
Total Artificial Recharge (AF)	0	9,238
Natural Recharge	642	7,700
Total Well Production (AF)	1,015	13,289
Treatment Plant Production (AF)	0	7,826

For the calendar year the City recharged more water than required to balance the City's groundwater extractions over the sustainable yield.



City Council Report
Public Utilities Monthly Report December 2016
March 20, 2017

Summary of Activities	2016	Year to Date	2015	Year to Date	2014	Year to Date
SWTP production (mg)	0	2550.072	104.354	2554.290	50.464	3108.017
Well production (mg)	330.655	4330.015	192.143	3971.950	267.476	5060.060
Total water production (mg)	330.655	6880.087	296.497	6526.240	317.940	8168.077
Daily average	10.666	18.798	9.883	17.880	10.598	22.378
Days between readings	31	366	31	365	30	365



AGENDA ITEM NO: **1-A-1&2**

City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: March 20, 2017

SUBJECT: Consider Actions related to Annexation of Territory (Annexation #48 – T6145 Northwest corner De Wolf/Owens Mtn Pkwy and T6168 Northwest corner Gettysburg/Leonard) to the City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).

1. Consider Approval - Res. 17-____, A Resolution annexing territory (Annexation #48 – T6145 Northwest corner De Wolf/Owens Mtn Pkwy and T6168 Northwest corner Gettysburg/Leonard) to the City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services) and calling a special landowner election to annex territory (Annexation #48) to City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).
2. Consider Approval - Res. 17-____, A Resolution of the City of Clovis declaring the results of a special landowner election and directing recording of the Notice of Special Tax Lien for City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services).

ATTACHMENTS: (A) Resolution of Annexation
(B) Resolution Declaring Results
(C) Exhibit A – Canvass and Statement of Result Election
(D) Map

CONFLICT OF INTEREST

None

RECOMMENDATION

- That the Council hold a public hearing and approve actions related to the Annexation of Territory (Annexation #48) to Community Facilities District No. 2004-1.
- Consider Approval – Res. 17-____, A Resolution of annexation of territory (Annexation #48) to the Community Facilities District (City of Clovis Community Facilities District No. 2004-1) and to authorize the levy of Special Taxes therein and submitting Levy of Special Taxes to Qualified Electors.
- Call for Special Election and have Clerk announce the vote.
- Consider Approval – Res. 17-____, A Resolution of the City Council of the City of Clovis Declaring the Results of the Special Annexation Election; Determining Validity of Prior Proceedings and Directing Recording of the Notice of Special Tax Lien (City of Clovis Community Facilities District No. 2004-1) (Police and Fire Services).

EXECUTIVE SUMMARY

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

To initiate the process for annexation of territory to a CFD, the Council approved a Resolution of Intention-Annexation #48 (ROI) to annex territory to the CFD on February 6, 2017. The ROI set a public hearing for March 20, 2017. The action today finalizes the annexation to the CFD.

BACKGROUND

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

To initiate the process for annexation of territory to a CFD, the Council approved a Resolution of Intention-Annexation #48 (ROI) to annex territory to the CFD. The ROI set a public hearing for March 20, 2017. The Rate and Method of Apportionment (RMA) referred to in the ROI is the same as adopted by the Council with the Resolution of Formation adopted March 8, 2004. RMA provides, among other things, definitions, identifies what properties will be taxed, and the maximum special tax.

The conditions as provided in the Rate and Method of Apportionment will apply to territory annexed to the Community Facilities Districts to provide funding for public safety operations in new growth areas. The major conditions include:

1. The maximum annual tax will be \$235.77 for single family residential and \$203.57 for multi-family residential.
2. The maximum tax will be increased by the Escalator Factor, which is the greater of the change in CPI or percentage change in population.
3. There will be a review not later than five years of inception of the CFD.
4. The annual tax will not apply to commercially zoned property.
5. The tax will apply only to that property for which a building permit is issued after January 1, 2004.
6. The costs of salary and benefit increases funded by the CFD will be limited to the Escalator Factor.

The purpose of the hearing is to take public comment on the annexation of territory to the CFD and to accept protests from any interested person within the proposed boundaries. If no property owner protests are received, the Council may take the initial actions to annex the territory to the CFD by approving a resolution on the annexation to the CFD and calling a special property owner election. Once the election is called, the City Clerk tabulates the ballots. If the property owners of two-thirds (2/3) of the property within the proposed boundaries vote in favor of the CFD, then the Council can take action to direct the recording of Notice of Special Tax Lien. A unanimous vote is required to have the election the same night as approval of the resolution of annexation. The recording of the Tax Lien is contingent upon the property being annexed to the City. The property included within the CFD is being processed for annexation to the City and the Local Agency Formation Commission has approved the annexations.

After the annexation is complete and the Notice of Tax Lien has been recorded, any final maps within the CFD may be recorded and construction permits for homes can be issued. One of the conditions of the CFD is that the tax will only be collected on those properties where a building permit for a residence has been issued.

FISCAL IMPACT

If approved, residential units built within the boundaries of the CFD will be assessed annually according to the conditions of the CFD formation and those assessments will be utilized to fund police and fire services.


REASON FOR RECOMMENDATION

All requirements for the annexation of territory to the CFD have been completed and the Council may take action to annex territory to the CFD.

ACTIONS FOLLOWING APPROVAL

After approval of the resolution directing the recordation of the Notice of Tax Lien, the lien will be recorded.

Prepared by: Steve Nourian

Submitted by:  Jay Schengel, Finance Director

RESOLUTION NO. 17-__

**A RESOLUTION OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES
DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN AND
SUBMITTING LEVY OF SPECIAL TAXES TO QUALIFIED ELECTORS**

**CITY OF CLOVIS
Community Services District No. 2004-1
(Police and Fire Services)
Annexation No. 48**

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

WHEREAS, this Council, on February 6, 2017, adopted A Resolution of Intention to Annex Territory to the Community Services District and to Authorize the Levy of Special Taxes Therein (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Services District 2004-1 (the "District"), pursuant to Mello Roos Community Facilities Act of 1982, Sections 53311 and following of the California Government Code (the "Act"); and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the District and stating the services to be provided and the rate and method of apportionment of the special tax to be levied within the District to pay for the services for the District, is on file with the Clerk of the Council and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on the date hereof, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the District; and

WHEREAS, at such hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the District and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the District by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing District, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the District, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the District; and

Attachment A

WHEREAS, Annexation Map No. 48 to the District, has been filed with the City Clerk, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

NOW, THEREFORE, IT IS HEREBY ORDERED,

1. All prior proceedings taken by this Council with respect to the District and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act, and the District has been validly established pursuant to the Act.
2. The description and map of the boundaries of the territory to be annexed to District, as described in said Annexation Map No. 48 to the District on file with the Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the District, and said territory is hereby ordered annexed to the District, subject to voter approval of the levy of the special taxes therein as hereinafter provided.
3. The provisions of the Resolution of Intention and Resolution No. 17- adopted by this Council for the District on February 6, 2017, each as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.
4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the District shall be submitted to the voters of the area to be annexed to the District at an election called therefore as hereinafter provided.
5. This Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the District for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the District and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the District.
6. Pursuant the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This Council hereby determines that paragraphs (a), (b), (c)(1), and (c)(3) of said Section 4000 are applicable to this election.
7. The Council hereby calls a special election to consider the measure described in the ballot referred to below, which election shall be held on March 20, 2017, in the regular meeting place of this Council, City Council Chambers, City Hall, 1033 5th Street, Clovis, California. This Council hereby further finds that the provision of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters and that the voters

have waived such requirement and the date for the election herein specified is established accordingly.

8. The City Clerk is hereby appointed as the election official to conduct the election and shall cause to be provided to each landowner in the territory to be annexed to the District. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 o'clock p.m. on March 20, 2017, whether received by mail or by personal delivery.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis March 20, 2017, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATE: March 20, 2017

Mayor

City Clerk

RESOLUTION NO. 17-__

**A RESOLUTION DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION,
DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING
RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN**

**CITY OF CLOVIS
Community Facilities District No. 2004-1
(Police and Fire Services)
Annexation No. 48**

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

WHEREAS, in proceedings heretofore conducted by the Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 2004-1 (Police and Fire Services) (the "CFD"); and

WHEREAS, pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council has reviewed the Canvass and hereby approves it.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this Council as described in Resolution No. 17-, a Resolution of Annexation of Territory to Community Facilities District, authorizing the Levy of a Special Tax and Submitting Levy of Tax to Qualified Electors, adopted February 6, 2017.
2. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowners of the territory annexed to the CFD by more than two-thirds (2/3) of the landowners voting at the special election.
3. Pursuant to the voter approval, said annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this Council may levy special taxes therein as heretofore provided in these proceedings.

Attachment B

4. It is hereby found that all prior proceedings and actions taken by this Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Fresno, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 20, 2017, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: March 20, 2017

Mayor

City Clerk

EXHIBIT A

**CITY OF CLOVIS
Community Facilities District No. 2004-1
(Police and Fire Services)
Annexation No. 48**

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date, in the territory annexed to Community Facilities District No. 2004-1 (Police and Fire Services) of the City of Clovis which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

Qualified Landowner Votes	Votes Cast	YES	NO
---------------------------------	---------------	-----	----

**City of Clovis
Community Facilities District No. 2004-1
(Police and Fire Services), Annexation No. 48
Special Tax Annexation Election,
March 20, 2017.**

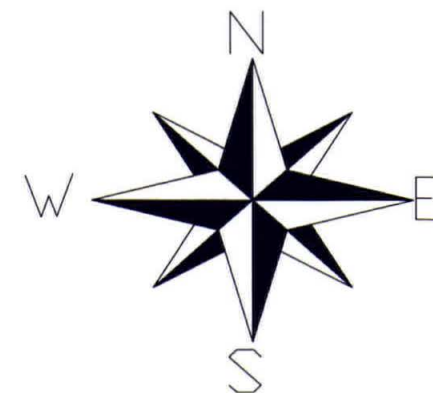
BALLOT MEASURE: Shall the City of Clovis, by and for its Community Facilities District No. 2004-1 (Police and Fire Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 17-___ of the City of Clovis, adopted by its Council on March 20, 2017?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this ___ day of ___ 2017.

CITY OF CLOVIS

By: _____
City Clerk

Attachment C



LEGEND

- PARCEL
- ANNEXATION BOUNDARY
- APN 555-031-17
- APN 558-033-19
- APN 558-033-20
- APN 558-033-21
- APN 558-033-22
- APN 558-033-33

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____ MARCH, 2017. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 48 TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 (POLICE AND FIRE SERVICES), CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CLOVIS AT A REGULAR MEETING THEREOF, HELD ON THE 20TH DAY OF _____ MARCH, 2017, BY ITS RESOLUTION NO. 17-_____.

JOHN HOLT
CITY CLERK
CITY OF CLOVIS

FILED THIS _____ DAY OF _____, 2017, AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

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

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

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

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

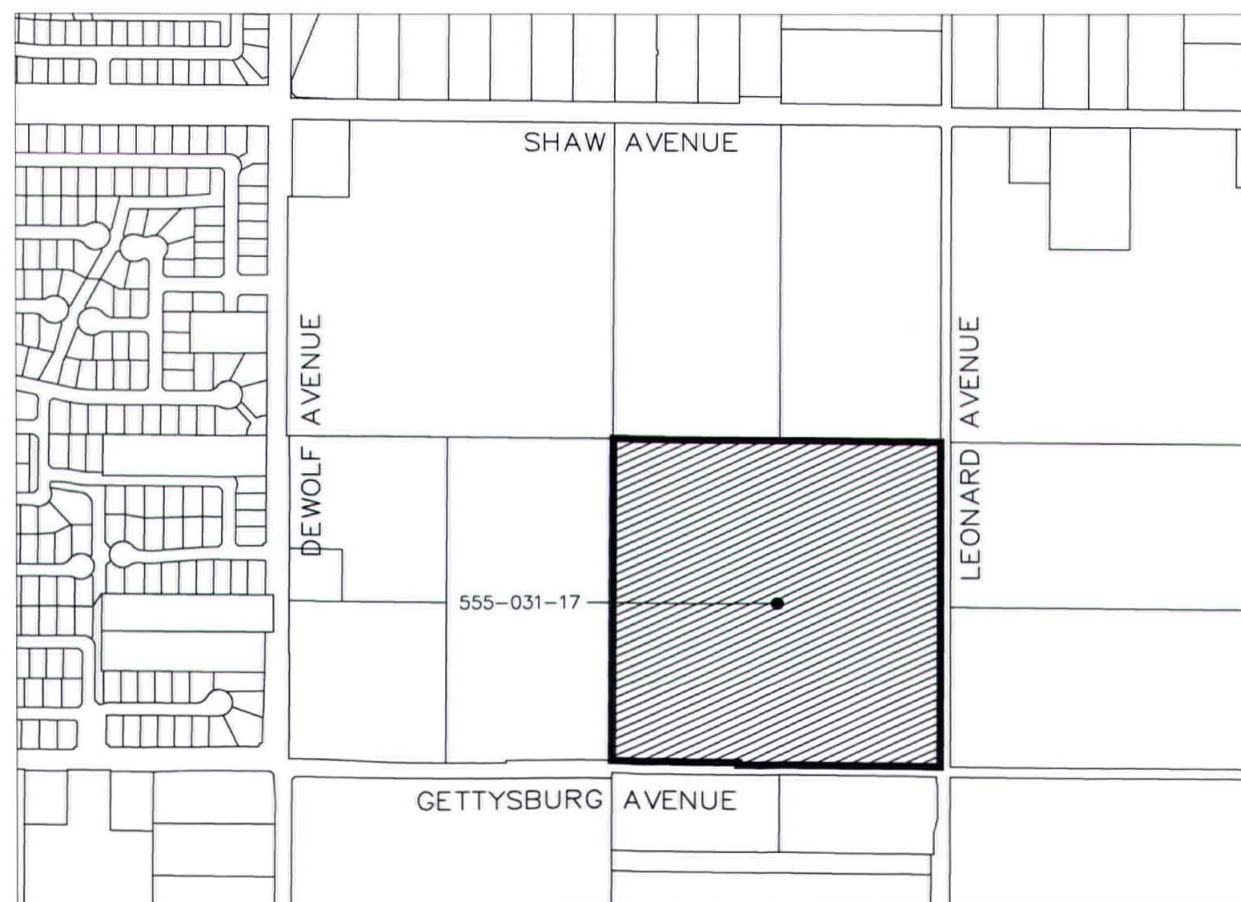
ANNEXATION MAP NO. 48

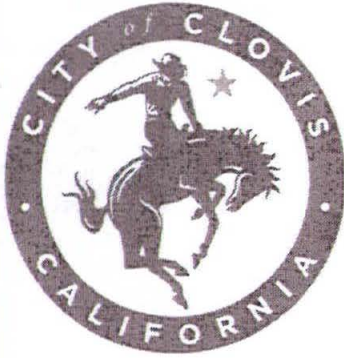
COMMUNITY FACILITIES DISTRICT NO. 2004-1
(POLICE AND FIRE SERVICES)

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

CITY OF CLOVIS
COUNTY OF FRESNO
STATE OF CALIFORNIA

Attachment D





AGENDA ITEM NO: **2-A-1**

City Manager: *[Signature]*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: March 20, 2017

SUBJECT: Consider – A request from the Youth Leadership Institute (YLI), to amend CMC Section 9.34.060(S) and Section 9.34.100(E), to reduce the allowable promotional window sign area from 25% to 15% on commercial businesses.

ATTACHMENTS:

Exhibit A: Youth Leadership Institute Letter

CONFLICT OF INTEREST

None

RECOMMENDATION

Staff recommends that the Council review and discuss the request to consider a modification of the current Sign Ordinance to reduce the allowable window sign area permitted for commercial businesses. While staff is sympathetic to the request, we feel that the current ordinance is effective in addressing concerns with visibility into commercial uses. This issue has been also discussed with the Clovis Police Department who have indicated that the existing ordinance is effective in addressing issues and in fact, is more restrictive than most communities in Fresno.

EXECUTIVE SUMMARY

Staff received correspondence from the Youth Leadership Institute (YLI) on behalf of the Clovis Youth Leadership Academy, a youth-led organization. The letter indicated that the current sign ordinance as it pertains to temporary signs is too lenient and has a negative effect on youth. Specifically, the youth-based organization indicated that the existing ordinance does not regulate specific placement of signs, creating direct line-of-sight marketing towards youth as they enter local area businesses such as convenience and liquor stores.

As part of this review, the City Council is being requested to determine whether there is significant need to amend the existing ordinance and how the Ordinance Amendment would be funded. The cost of an Ordinance Amendment is \$3,975 and is typically paid for by an applicant. This cost covers staff time in processing and preparing a report associated with the item and legal notification of the request to the newspaper.

BACKGROUND

The Clovis Zone Ordinance has specific provisions as it relates to promotional temporary signs within Commercial Business Districts. Currently, the sign ordinance allows window signs not to occupy more than 25% of the window area of any one window including permanent and temporary. Additionally, temporary signs announcing special sales, a change in management, individual product and/or price signs, or similar information, are designed to be viewed from adjacent streets, sidewalks, public rights-of-way or parking. The signs shall cover not more than 25 percent (25%) of any single window and shall not be so affixed as to block a clear view of exits or entrances or to create a safety hazard to persons exiting or entering. Finally, the total area of the window signs shall not be greater than the permanent on-building sign area allowed for the business/use.

YLI has provided correspondence (Exhibit A), that would further limit the allowable sign area and placement of promotional temporary window signs on commercial businesses. Based on the letter, the group is asking the Council to consider potential changes to the Sign Ordinance that would result in reductions to allowable sign area and placement.

PROPOSAL AND ANALYSIS

The request for discussion stems from correspondence received from YLI, a leadership group whose mission is to build communities where young people partner with communities to create positive change. YLI is requesting that the City Council review and provide direction to further restrict display sign areas and placement to reduce the potential visible marketing towards younger children. YLI feels the City's current Code is less restrictive than permitted in other communities, which is not beneficial to the health and well-being of youth within the community.

YLI staff feels that by strengthening the City's current promotional signage standards, the City has an opportunity to reinforce its commitment to creating a healthier community for all Clovis residents. YLI recommends that the Council review the following potential amendments to the existing Sign Ordinance:

Request:

- No more than 15% of the square footage of each window, clear door and exterior wall space that is visible to the public from a public thoroughfare, sidewalk, or parking lot of any retail store shall bear signs.

Current Code:

Twenty-five percent (25%) maximum. Signs shall not occupy more than twenty-five percent (25%) of the window area of any one window including permanent and temporary signs.

Request:

- Signs required by law do not count in the 15% calculation.

Current Code:

Exempt Signs. Signs required by law. Signs displayed by private individuals when required by law or regulations of any governmental agency:

Request:

- No sign shall be placed on or visible through the bottom one-third ($\frac{1}{3}$) of any window.
- Signs that are not physically attached to the windows or clear doors but that are visible from the exterior of the building in the same manner as if they were physically attached to the windows or clear doors shall constitute a sign subject to this subsection.
- All signs shall be placed and maintained in a manner that ensures that law enforcement has a clear and unobstructed view of the interior of the premises, including the area where the cash registers are maintained from the exterior public sidewalks, parking lots, or entrance to the premises.

Current Code:

Unobstructed observation. The lowermost portion of the entire window(s) (a minimum of twenty-four inches (24")) shall be clear of any signs in order to allow for unobstructed observation by security personnel (e.g., City police, private security, etc.).

FISCAL IMPACT

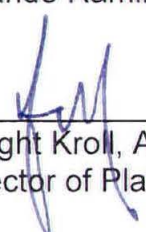
None

REASON FOR RECOMMENDATION

Staff has reviewed the applicant's request and finds the organization's proposal well intended; however, based on enforcement discussion with police personnel, staff feels that our current Ordinance accomplishes the same goal of limiting window advertising and providing adequate line of sight directly into businesses. Therefore, staff cannot find any reason to recommend nor support an amendment to the current Sign Ordinance.

Prepared by: Orlando Ramirez, Senior Planner

Submitted by:


Dwight Kroll, AICP
Director of Planning and Development Services



December 20, 2016

Mr. Lando Ramirez
Senior Planner
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Dear Mr. Ramirez:

We are writing to you on behalf of the Clovis Youth Leadership Academy (CYLA), a youth-led group that is part of the Youth Leadership Institute. The Youth Leadership Institute's mission is to build communities where young people and their adult allies come together to create positive social change. We hope you accept our request to present to the Clovis Planning Commission on the effects of storefront advertising on the health of youth, safety, and the aesthetics of the community. As we shared in our last meeting, assessments conducted in the City of Clovis, within the last three years revealed the following:

- Approximately 98% of tobacco retailers surveyed in Fresno County advertise unhealthy products on the outside of the store. Twenty-nine percent of the stores surveyed in Clovis displayed signs covering more than 33% of storefronts and clear doors, which is higher than the California Lee Law allows. (Fresno County Department of Public Health, 2013)
- Our youth council assisted with collecting additional data on community perspectives around storefront advertising and its impact on youth. Based on the surveys, 85% of Clovis residents surveyed said they would support a 15% signage law for the City of Clovis, which is less than the current city policy. (Youth Leadership Institute, 2016)

Research shows that unhealthy storefront ads make youth more likely to try these harmful products. Our team reviewed research from the American Academy of Pediatrics and found that the tobacco industry spends about \$30 million a day (\$11.2 bill/year) on advertisements alone. Seeing these ads entice youth to try the products, even when parents tell their children not to use tobacco. More than 20 studies found that youth who are exposed to tobacco advertising are more likely to become smokers.

We are happy to hear that the City of Clovis currently has laws that limit storefront signage to 25%, which is stronger than the state Lee Law. However, it shouldn't stop here. As young people in this community, it is important that youth are not inundated with media and advertisements that promote unhealthy products like tobacco products, sugar sweetened beverages and alcoholic beverages, so that we can lead healthier lives.

By strengthening the city's current storefront signage laws, the City of Clovis has an opportunity to reinforce its commitment to creating a healthier community for all Clovis residents. Our recommendation to the City of Clovis is to include the following to the existing retailer signage policy:

- No more than 15% of the square footage of each window, clear door and exterior wall space that is visible to the public from a public thoroughfare sidewalk, or parking lot of any retail store shall bear signs.
- Signs required by law do not count in the 15% calculation.
- No sign shall be placed on or visible through the bottom one-third ($\frac{1}{3}$) of any window.
- Signs that are not physically attached to the windows or clear doors but that are visible from the exterior of the building in the same manner as if they were physically attached to the windows or clear doors shall constitute a sign subject to this subsection.
- All signs shall be placed and maintained in a manner that ensures that law enforcement have a clear and unobstructed view of the interior of the premises, including the area where the cash registers are maintained, from the exterior public sidewalks, parking lots, or entrance to the premises.

We look forward to being able to provide an educational presentation in January 2017 on our data findings to the City of Clovis Planning Commission and the Clovis City Council. It is our goal to partner with the city to help create a healthier community for both youth and adults.

Thank you for your time and consideration. We look forward to hearing from you soon. If you have any questions, please contact our Program Manager, Cynthia Rocha, at csapien@yli.org or by phone at (559) 255-3300.

In community,

Ken Devani Devila
12/22

Devani Devila
CYLA Youth Council Member
Youth Leadership Institute

Cynthia Rocha

Cynthia Rocha
Program Manager
Youth Leadership Institute



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: March 20, 2017

SUBJECT: Consider Approval – Award the Architectural Services Contract for Landmark Commons Senior Activity Center and Transit Center (CIP 15-03) to Paul Halajian Architects and; Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENTS: (A) Location Map
(B) Architectural Services Contract

CONFLICT OF INTEREST

None.

RECOMMENDATION

1. For the City Council to award the architectural services contract for the Landmark Commons Senior Activity Center and Transit Center (CIP 15-03) to Paul Halajian Architects in the amount of \$575,600.00, and;
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

The development of Landmark Commons (755 Third Street) with a Regional Library, Senior Activity Center, and Transit Center is a multi-year, multi-phase project. Site demolition has been completed and the City is in the process of completing the civil design. Staff is recommending that an architect be hired to complete the architectural design, construction documents, and oversee the bidding and building construction phases of the Senior Activity Center and the Transit Center. The County of Fresno will hire an architect, on a separate contract, to complete the architectural design for the Regional Library.

BACKGROUND

The City and the County of Fresno developed a joint Request for Proposals for Architectural Services for the Landmark Commons project that was released on July 15, 2016. The project includes a City Senior Center and Transit Hub as well as a Regional Fresno County Library. Staff has been working with the County on jointly developing the site since the spring of 2015. A formal agreement has not been entered into but staff has been meeting to develop potential site plans and coordinate efforts to ensure the site and development process is ideal for all uses. Six architectural firms submitted their proposals on August 23, 2016, and the top four proposers were interviewed by City and County staff on October 4, 2016. City and County staff finished background checks on the top three firms and completed site visits to several representative projects designed by those architectural firms. The finalist firms are ranked as follows:

1. Paul Halajian Architects
2. Group 4 Architects
3. Dyson Siegreest Jansen

City staff recommends the selection of Halajian Architects for the Senior Activity Center and Transit Center portions of the architectural work. The County of Fresno has not determined a ranking at this time. In order to meet critical time lines City staff recommends moving forward at this time with Halajian Architects. The County will hire an architect for the Regional Fresno County Library on a separate contract in the near future.

FISCAL IMPACT

This project is approved in the current year's fiscal budget in the Community Investment Program through General Government Facilities funding. Funding is available for architectural design.

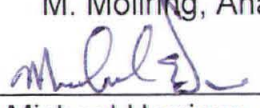
REASON FOR RECOMMENDATION


Paul Halajian Architects, a local Clovis business, has the qualifications and available staff to design these facilities, and presented the best proposal value.

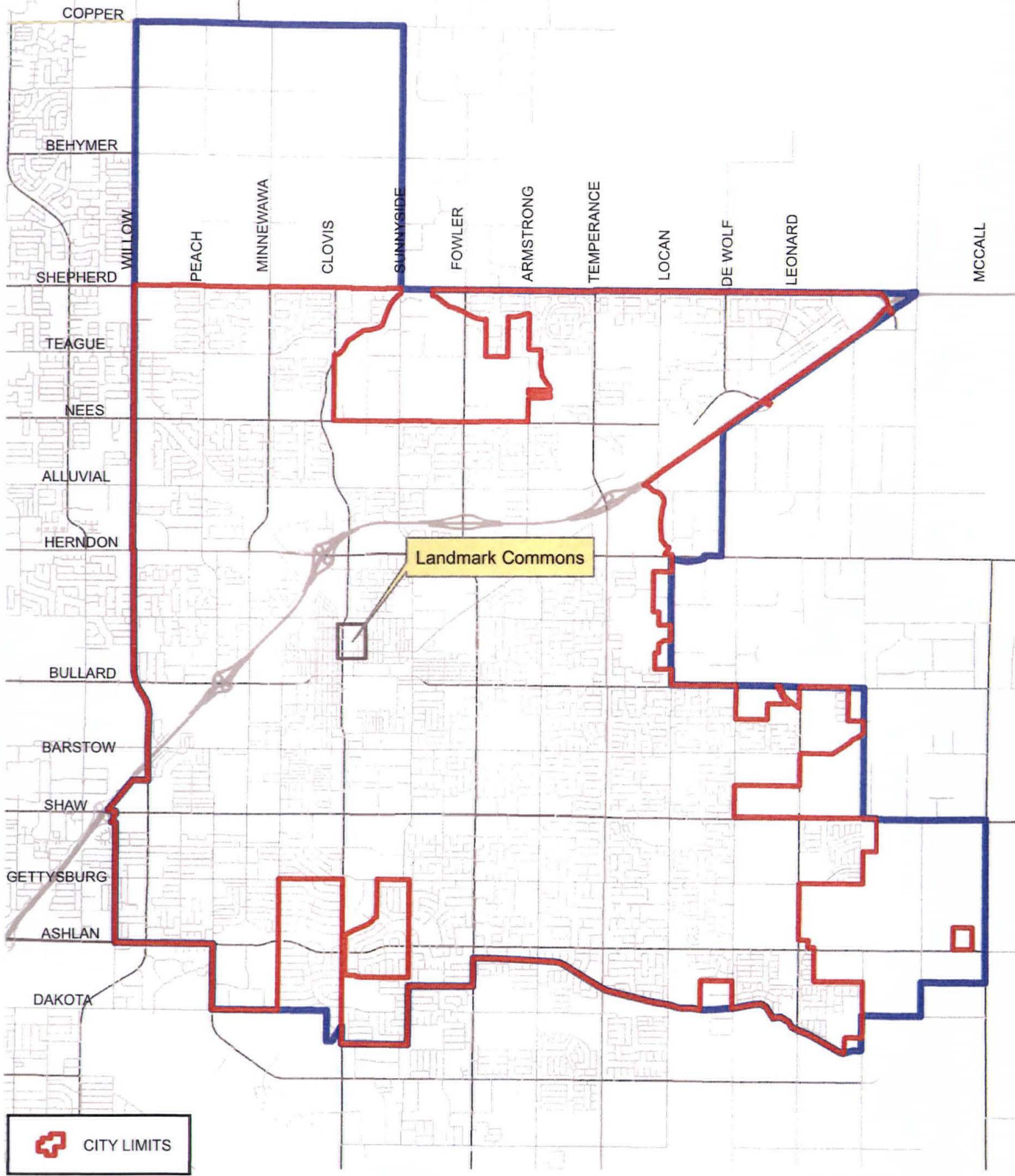
ACTIONS FOLLOWING APPROVAL

1. The contract will be prepared and executed, subject to the architect providing performance security that is satisfactory to the City.
2. Design will begin within thirty (30) calendar days of the execution of the contract and will be completed by February 2018.

Prepared by: M. Mollring, Analyst

Submitted by: 
Michael Harrison, PE
City Engineer

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



AGREEMENT
FOR
ARCHITECTURAL SERVICES
BETWEEN
THE CITY OF CLOVIS
AND
PAUL HALAJIAN ARCHITECTS

MARCH _____, 2017

THE CITY OF CLOVIS
1033 Fifth Street
Clovis, California 93612

Attachment B

{SR239171}SR237862}

TABLE OF CONTENTS

DEFINITIONS	2
RETENTION OF ARCHITECT; STANDARD OF CARE	3
DESCRIPTION OF PROJECT	3
COMPENSATION	3
BASIC SERVICES TO BE RENDERED BY ARCHITECT	5
ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT	16
RESPONSIBILITIES OF CITY	17
PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE	18
WORKER'S COMPENSATION INSURANCE	19
ERRORS AND OMISSIONS INSURANCE	20
COMPLIANCE WITH LAWS	20
TERMINATION OF AGREEMENT	20
ARCHITECT AN INDEPENDENT CONTRACTOR	22
STANDARDIZED MANUFACTURED ITEMS	22
OWNERSHIP OF DOCUMENTS	22
LICENSING OF INTELLECTUAL PROPERTY	23
ACCOUNTING RECORDS OF ARCHITECT	23
INDEMNITY	24
TIME SCHEDULE	24
MISCELLANEOUS PROVISIONS	25

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is between the City of Clovis, a California municipal corporation (the "City"), and Paul Halajian Architects, California license number C20194 (the "Architect"), with respect to the following recitals:

- A. City proposes to undertake the construction of a public works project, which requires the services of a duly qualified and licensed architect.
- B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the City.
- C. The Parties have negotiated the terms under which Architect will provide such services and reduce such terms to writing by this Agreement.

The Parties therefore agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Additional Services.** "Additional Services" shall mean those services other than Basic Services, including those services identified in Section 6.2 below.

1.2 **Agreement.** "Agreement" shall mean this Agreement for Architectural Services.

1.3 **Architect.** "Architect" shall mean Paul Halajian Architects (California license number C20194), and its officers, shareholders, owners, partners, employees, agents, subconsultants, and authorized representatives.

1.4 **Basic Services.** Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, structural, mechanical, and electrical engineering services, interior design, required to complete a project such as the Project under the applicable standard of care, plus all services specifically required by this Agreement (including but not limited to those specified in Article 5).

1.5 **City, and City Council.** "City" shall mean the City of Clovis, California, and its City Council members, employees, agents and authorized representatives, including its construction manager and inspectors on the Project. "City Council" shall mean the city council for the City.

1.6 **Contract Documents.** "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

1.7 **Contractor.** "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.

1.8 **Project.** "Project" shall mean the work of improvement described in Article 3 and the construction thereof, including the Architect's services thereon, as described in this Agreement.

1.9 **Project Construction Cost.** "Project Construction Cost" shall mean the estimate of total construction costs to the City as initially submitted by the Architect under this Agreement and accepted by the City, as subsequently revised by changes to the Project Construction Cost under Article 5 of this Agreement, and as subsequently revised at the time the City enters a construction contract to equal the construction contract amount.

1.10 **Wrongful Acts or Omissions.** "Wrongful Acts or Omissions" shall mean Architect's acts or omissions in breach of this Agreement, the applicable standard of care, or law.

ARTICLE 2 RETENTION OF ARCHITECT; STANDARD OF CARE

2.1 City retains Architect to perform, and Architect agrees to provide to City, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the City. All services performed by the Architect under and required by this Agreement shall be conducted 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, and the Americans with Disabilities Act ("ADA"). Architect shall be responsible for the completeness and accuracy of the plans and specifications.

ARTICLE 3 DESCRIPTION OF PROJECT

3.1 The Project for which architectural services shall be provided under this Agreement is described as follows: Architectural services for the development of the Landmark Commons site, including the Clovis Senior Activity Center and the Clovis Transit Center buildings. The project is not intended to be split into multiple prime contracts.

ARTICLE 4 COMPENSATION

4.1 **Basic Services.** For the Basic Services satisfactorily performed under this Agreement, Architect shall be compensated according to its hourly rate schedule (Section 4.8, below). Architect's total compensation for its Basic Services shall not exceed \$575,600, which is

Architect's estimate of the maximum total cost of its Basic Services on the Project, based on its December 22, 2016, fee estimate. However, Architect will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Architect acknowledges that the not-to-exceed price for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

4.2 Additional Services. Architect may invoice separately for satisfactorily performed Additional Services if provided by Architect under Article 6. However, Architect will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

4.3 Reimbursable Expenses

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Architect's performance of Basic or Additional Services under this Agreement. Architect may not charge a mark-up on Reimbursable Expenses. Reimbursable Expenses are limited to these expenses related to the Project: Fax, reproduction expense (excluding such expense for reproductions for office use by Architect and its consultants), postage, messenger, transportation, living expenses in connection with out-of-town travel, long distance communications, expense of renderings, models and mock-ups requested by City, expense of publishing under Section 5.6.5, expense of data processing and photographic production techniques when used in connection with Additional Services, and, if authorized in advance by the City, expense of overtime work requiring higher than regular rates. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions.

4.3.2 Architect shall be reimbursed by City for its Reimbursable Expenses on the Project. Architect's total reimbursement for Reimbursable Expenses shall not exceed \$_____, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 For services satisfactorily performed, payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the City of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to City payment of such expenses. If City disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and law until the end of the Project, even if City and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Architect otherwise

waives all rights and remedies under law related to receipt of payment of undisputed amounts.

4.5 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, City may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Wrongful Acts or Omissions caused City to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

4.6 Should City cancel the Project under Section 12.1 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 City has the right to audit Architect's records and files regarding any of the work performed by Architect for City on this Project during or after the Project. Architect shall keep complete records showing all hours worked and all costs and charges applicable to its work under this Agreement. Architect will be responsible for Architect's consultants keeping similar records. City shall be given reasonable access to those records for audit purposes within ten (10) days of receipt of City's request. Architect shall keep and maintain records and files for ten (10) years.

4.8 Architect's hourly rate schedule for its services is attached as **Exhibit A**.

4.9 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5

BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 General

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, interior design, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The City shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the City. Architect shall expeditiously and diligently perform all of its work and obligations under this Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay, or reduce, its performance based on a payment dispute with City

under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the City under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully below at each phase of Architect's services, also as defined below. If such estimates are in excess of the project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the City of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions.

5.1.4 The Architect shall notify the City if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index.

5.1.5 At the City's request, the Architect and Architect's consultants shall cooperate with City and the City's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for and list in the construction documents any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide a minimum of One (1) full-time employee before construction commences, and One (1) full-time employee after construction commences, to perform its duties and responsibilities under this Agreement. All personnel provided by Architect shall be qualified to perform the services for which they are provided. Architect shall obtain City's approval of each employee of Architect who provides services under this Agreement, and approval of each change of employees who are providing such services. City may, upon ten (10) days' written notice, cause Architect to remove a person from the Project if he/she has failed to perform to City's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of City and shall reasonably represent the City at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Agreement.

5.2 Consultants

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants employed by Architect for this Project shall be approved by City prior to their commencement of work. The Architect's consultants shall be employed to provide assistance during all aspects of the Project and will include, in addition to design services, review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to City all such consultants retained, and the compensation paid to them.

5.2.2 City's Consultants. Architect shall confer and cooperate with consultants retained by City as may be requested by City or as reasonably necessary. City may retain a construction manager to assist City in performance of City's duties for the Project.

5.2.3 The City shall procure a certified survey of the Project site if required, including but not limited to grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project site; locations; dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the City, and the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates, or other documents prepared as part of the survey.

5.2.4 City shall procure chemical, mechanical, or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the City, and the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates, or other documents prepared as part of the testing.

5.2.5 Architect shall assist the City and its consultants to apply for funding for the Project and Architect shall be responsible for all submittals required of the Architect in connection therewith.

5.3 Schematic Design Phase

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the City to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.

5.3.2 The Architect shall provide a preliminary evaluation of the City's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the City alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the City's budget and scope of work requirements, the Architect shall prepare for the City's governing board's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to City's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to City's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to City regarding additional benefits that could be realized by increasing the City's total construction cost budget, or by altering the City's completion deadlines. If City incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the City Council approves them in writing. Architect shall attend, and present at, as many meetings of the City Council as may be necessary to obtain the City Council's approval of the schematic design documents.

5.3.5 The Architect shall submit to the City a preliminary Project Construction Cost based on current area, volume and other unit costs.

5.4 Design Development Phase

5.4.1 Following the City Council's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the City Council's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the City. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to City's total construction cost budget and shall include reasonable contingencies for all construction and construction management work, and the revised construction schedule shall conform to City's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to City regarding additional benefits that could be realized by altering the City's total construction cost budget or completion deadlines. If City incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the City Council approves them in writing. Architect shall attend, and present at, as many meetings of the City Council as may

be necessary to obtain the City Council's approval of the design development documents.

5.4.2 The Architect shall assist the City and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall prepare necessary documents for and oversee the processing of City's application for and obtaining of required approvals from all public agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices, or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the City.

5.4.4 The Architect shall advise the City of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the City one complete set of preliminary plans for the review and written approval of the City and one set for each public agency having approval authority over such plans for their review and approval at no expense to the City.

5.5 Contract Documents Phase

5.5.1 Following the City Council's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents for the written approval of the City Council consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a subconsultant and other subconsultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for written approval of the City Council. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. If the project is intended to be split into multiple prime contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created.

5.5.2 Architect shall consult with and involve the City in development of the bid documents and bid package, and shall forward them to the City for written approval prior to their use. If the City is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the City in identification and development of the bid documents and bid packages, and shall forward them to the City for

written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to the building department for the public agency that has jurisdiction over the Project for approval, the Architect shall submit the Contract Documents to the City for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by City is not required.

5.5.4 After approval by the City Council and any constructability review, the Architect shall submit the Contract Documents to the building department for the public agency that has jurisdiction over the Project, and make the necessary corrections to secure such building division's approval of the Contract Documents.

5.5.5 The Architect shall give the City, at the time of the building division's approval of the final form of the Contract Documents (see Section 5.5.4, above), Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by the City Council along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction Cost and construction schedule for the Contract Documents, the Architect shall consult with and involve the City in the process to maximize accuracy and completeness. If the City is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect the fact that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to City's total Project budget, and the revised construction schedule shall conform to City's milestone and completion deadline requirements. Architect shall attend, and present at, as many meetings of the City Council as may be necessary to obtain the City Council's written approval of the Contract Documents.

5.6 Bidding and Negotiations Phase

5.6.1 Following written approval of Contract Documents pursuant to Sections 5.5.4 and 5.5.5, above, and the City Council's written approval of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the City in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package in the number requested by the City and distribute them among interested contractors, answering questions from prospective bidders, and preparing addenda to the bid documents and bid package. Architect shall also assist the City in obtaining bids, and shall assist the City in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents, which does not include those for the use of the Architect or its consultants, requested by the City in excess of \$1,000.00 shall be reproduced at City's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of the building department's approval of the Contract Documents (see Section 5.5.4, above) shall be current as

of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recently approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) by more than ten percent (10%), Architect shall, upon request by City and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary so that the lowest responsible and responsive bid at a new bid opening would be within ten percent (10%) of the approved Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents for a bid package one or more deductive alternatives so that Architect and City may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

5.6.4 Either on its own or in cooperation with the City, the Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the City as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 The Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises, as applicable to the Project.

5.7 Construction Phase

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed.

5.7.2 Instructions to the Contractor shall be forwarded through the City, its construction manager, or the Architect as directed by the City. The Architect shall advise and consult with the City in the general administration of the Project. The Architect will have authority to act on behalf of the City only to the extent provided in the Contract Documents, unless City grants additional authority in writing.

5.7.3 The Architect shall timely provide City with copies of all of its correspondence with the Contractors.

5.7.4 The Architect shall provide prompt and timely direction to the City and the Contractor as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the project and is causing, or may cause, delay, in which case the Architect shall respond as soon as possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of

time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the City and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by City or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the City upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions, except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the City in writing. Architect shall also assemble and deliver to City all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractors.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas, which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package, but Architect shall remain responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the City.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the City shall provide such access so that the Architect may perform its functions under the Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall guard the City against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the City, and its construction manager and inspectors, concerning the Contractor's compliance with the Contract Documents and shall assist the City and inspectors in securing the Contractor's compliance.

The Architect shall be responsible for any additional public agency fees and delay damages related to public agency review of proposed changes to the approved Contract Documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional fees, and for delay damages to the extent Architect is responsible under Section 5.7.20.2 below.

5.7.9 The Architect shall visit the site (both as the Architect deems necessary and as requested by the City), but under no circumstances less than one time per week, to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work

substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the City's construction manager and/or inspectors unless Architect has agreed in writing to serve as the City's inspector.

5.7.10 The Architect shall notify the City promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the City and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by City or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials, which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the City in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, suppliers, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project, and shall keep the City informed in writing of the progress of the Project no less than monthly.

5.7.15 The Architect will make reasonable professional efforts to exclude hazardous materials from new construction. In the event the City or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the City is trained or licensed in the recognition or remediation of Hazardous Substances.

When construction is properly completed, Architect shall provide such certification as to Hazardous Substances as is required of architects for such projects by any public agency.

5.7.16 Based on the Architect's observations, and an evaluation of each application for payment by Contractor, the Architect will estimate the amount of work completed by Contractor, and assist the City in (a) determining the amount owing to the Contractor, and (b) issuing certificates for payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the City that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work, and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Architect shall assist the City in evaluating and responding to claims, disputes and other matters in question between the Contractor and the City, including but not limited to claims made against the City as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the City at no cost to the City. So that the City can delay prosecution of its claims, lawsuits or other proceedings against Architect, which would better enable City and Architect to cooperatively evaluate and respond to Contractor's claims, Architect agrees to toll all statutory periods of limitation for City's claims, lawsuits or other proceedings against Architect which arise out of, or are related to, any claims by Contractors against City until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request, or claim. At any time, City may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, City may pursue claims, lawsuits, or other proceedings against Architect.

5.7.18 The Architect will provide advice to the City on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 City-initiated change orders – If a change order is initiated by the City, the Architect's fee for design services related to such change order shall be paid as an Additional Service under Articles 4 and 6. If a change order is solicited by the City but not subsequently authorized by the City, the Architect shall be paid for time spent on the design of the proposed change order.

5.7.19.2 Change orders due to Wrongful Acts or Omissions – When a change

order is necessitated as a result of Wrongful Acts or Omissions, the Architect's services in connection with that change order are not compensable and Architect shall not include those services on any invoice.

5.7.19.3 Change orders beyond City or Architect control – If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown conditions, unforeseeable conditions, hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as City-initiated change orders (see Section 5.7.19.1).

5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Wrongful Acts or Omissions, or the City otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the following:

5.7.20.1 In the event of such a change order, Architect shall pay City for the difference between (a) what the Contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" or "betterment" portion of the change order), and (b) what the Contractor charges the City in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the City should pay no more than what the City would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Architect shall pay the City for any other costs or damages, which the City incurs as a result of Wrongful Acts or Omissions, including but not limited to any delay damages the City pays to, or cannot collect from, Contractor or any third party.

The City may backcharge, and withhold payment from, the Architect for these change order expenses, costs, and damages, and may seek reimbursement for any amount, which exceeds any retention of the contract amount at the time of collection. When City so backcharges and withholds, upon Architect's request City and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether the Wrongful Act or Omission caused the change order expense, costs, or damages which the City incurs, or will incur, (c) what change order expense, costs, or damages have been, or will be, incurred by City, and (d) what portion of the change order expense, costs, or damages are attributable to Architect as described above. If City and Architect do not reach agreement on all four of these items when meeting and conferring, then City and Architect shall attempt to use mediation in good faith to resolve the dispute. If the attempt to use mediation fails, then either City or Architect can initiate a court action to resolve the dispute.

5.7.21 The Architect shall provide a color schedule of all finish materials in the Project for the City's review and approval.

5.7.22 The Architect shall assist City in determining the date of final completion and make a final detailed on-site review of the job with representatives of the City and the Contractor. Architect shall also perform a warranty review with City 30-60 days before expiration of the specified warranty on the Project.

5.7.23 The Architect shall assist the City in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.24 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the American with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or City, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at its own cost. **Architect shall indemnify and defend the City, and hold it harmless, under Article 18.1 of this Agreement for any failure of Architect's services to comply with applicable laws under this section and Sections 2.1 and 11.1 due to Architect's negligence, recklessness, or willful misconduct.** The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations that were applicable at the time Architect's design was approved under Section 5.5.4. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the City in writing of the possible non-compliance.

5.8 Use of Previously Prepared Materials. In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or 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, that were prepared by design professionals other than Architect, whether supplied by City or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect under this Agreement.

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

6.1 No additional compensation shall be paid to Architect for performing Additional Services unless prior to such services being rendered (a) the City authorizes such services in writing, and (b) the City and the Architect agree in writing as to the amount of compensation for such services. Such compensation shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement.

6.2 Notwithstanding the definition of Basic Services in Section 1.4, the following services qualify as Additional Services under Section 1.1:

6.2.1 Providing financial feasibility or other special studies;

6.2.2 Providing services relative to future facilities, systems, and equipment, which are not intended to be constructed during the Construction Phase;

6.2.3 Providing coordination of Project construction performed by separate contractors, or by the Contractor and City's own forces;

6.2.4 Providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment, and labor;

6.2.5 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the City's approval of Contract Documents or are due to other causes not within the control of the Architect;

6.2.6 Providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 Providing services made necessary by the default of the Contractor;

6.2.8 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's alleged Wrongful Acts or Omissions;

6.2.9 Providing services of consultants for other than the architectural, interior design, landscape design, structural, mechanical and electrical engineering services for the Project under this Agreement;

6.2.10 At the City's request, selecting moveable furniture, equipment, or articles, which are not, included in the Contract Documents;

6.2.11 Providing services related to change orders requested by the City, as discussed in Section 5.7.19.1, above; and

6.2.12 Providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 7 RESPONSIBILITIES OF CITY

It shall be the duty of City to:

7.1 Pay all fees required by any reviewing or licensing agency;

7.2 Designate a representative authorized to act as a liaison between the Architect and the City in the administration of this Agreement and the Contract Documents;

7.3 Furnish, at the City's expense, inspection services;

7.4 Review all documents submitted by the Architect and advise the Architect of necessary City decisions thereon within a reasonable time after submission;

7.5 Issue appropriate orders to Contractors in appropriate manner;

7.6 Furnish existing soil investigation or geological hazard reports, which the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect;

7.7 Provide asbestos review and abatement, identifying materials, which may qualify for same;

7.8 Furnish available as-built drawings for buildings and utilities systems related to the Project, which the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect. The City will also provide information regarding programmatic needs and specific equipment selection data;

7.9 Furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the City shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect; and

7.10 Furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the City becomes aware (however, the City's failure to do so shall not relieve the Architect of its Architect's responsibilities under Title 21 and Title 24 and under this agreement).

ARTICLE 8 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

8.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the City satisfactory proof of insurance for the period covered by this Agreement (including, at a minimum, a certificate of insurance, an Additional Insured Endorsement, and a Declarations Page) for public liability and property damage with an insurance carrier satisfactory to the City, under forms satisfactory to the City, to protect the Architect and City against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other City facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Agreement. The City shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than Five Million Dollars (\$5,000,000.00) general aggregate, Five Million Dollars (\$5,000,000.00) personal and advertising injury aggregate, and a Two Million Dollars (\$2,000,000.00) limit per occurrence; and automobile

liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit.

8.3 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the City of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the City as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance, which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the City for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this section upon written request of the City.

8.4 At the time of making application for any extension of time, Architect shall submit evidence that insurance policies will be in effect during the requested additional period of time.

8.5 If the Architect fails to maintain such insurance, the City may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the City might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

8.6 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

8.7 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.

ARTICLE 9 WORKER'S COMPENSATION INSURANCE

9.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the City satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the City for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. If the Architect employs any engineer, expert, consultant or subcontractor, which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the City immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the City.

9.2 Prior to the commencement of services under this Agreement, the Architect shall furnish to the City satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the City. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the City. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the City.

ARTICLE 10 ERRORS AND OMISSIONS INSURANCE

10.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the City satisfactory proof that the Architect has, for the period covered by this Agreement, errors and omissions insurance on a claims-made basis with limits of at least Two Million Dollars (\$2,000,000.00) per claim, and Five Million Dollars (\$5,000,000.00) in aggregate, with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000). Architect shall renew this claims-made policy annually for 10 years after completion of the Project to provide coverage for claims that may arise from this Project; and if Architect ceases operation as a business, Architect must purchase a five-year extended reporting period (i.e., "tail") to provide coverage for claims that may arise in the five years following such end of operations.

10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article, and Architect shall include such provisions in its contracts with them.

ARTICLE 11 COMPLIANCE WITH LAWS

11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

ARTICLE 12 TERMINATION OF AGREEMENT

12.1 **Termination by City** – This Agreement may be terminated, or the Project may be canceled, by the City for the City's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic or Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the City, and (c) any costs incurred by reason of such termination; but less any amounts the City is entitled to

withhold under law or this Agreement. Upon the City's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the City may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the City may terminate the Agreement by written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the City, but less any amounts the City is entitled to withhold under law or this Agreement. Upon the City's request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 Termination by Architect – For any material breach of contract by the City other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Architect may terminate the Agreement by delivering written Notice of Intent to Terminate to the City. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the City must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the City fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the City within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination, which are authorized by the City. Upon the City's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 Miscellaneous Termination Provisions

12.3.1 Following the termination of this Agreement for any reason whatsoever, the City shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or 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 the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this

Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project). Architect shall promptly make any such documents or materials available to the City upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or 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 by the Architect or any of its agents under this Agreement shall immediately upon request by the City be delivered to the City. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the City or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13 ARCHITECT AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the City.

ARTICLE 14 STANDARDIZED MANUFACTURED ITEMS

14.1 The Architect shall consult and cooperate with the City in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the City's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15 OWNERSHIP OF DOCUMENTS

15.1 All designs, plans, specifications, studies, drawings, estimates 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 by the Architect under this Agreement shall be and shall remain the property of the City for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project).

15.2 The Architect will provide the City with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates 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 by the Architect under this Agreement, and will retain, on the City's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to City any original documents it has retained under this Agreement upon request by the City.

ARTICLE 16 LICENSING OF INTELLECTUAL PROPERTY

16.1 This Agreement creates a non-exclusive and perpetual license for the City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates 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 by the Architect under this Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project). The Architect shall require any and all subcontractors and consultants to agree in writing that the City is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the City in relation to other projects.

16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared under this Agreement. **Architect shall indemnify, defend, and hold the City harmless under Article 18.1 of this Agreement for any breach of Article 16 due to Architect's negligence, recklessness, or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or 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, that were prepared by design professionals other than Architect and provided to Architect by the City.

ARTICLE 17 ACCOUNTING RECORDS OF ARCHITECT

17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles and shall be available to the City or its authorized

representative at mutually convenient times.

ARTICLE 18 INDEMNITY

18.1 Architect Indemnification – To the fullest extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the City, the City Council, each member of the City Council, and their officers, agents, consultants, and employees (“City Indemnitees”) against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, agents, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement. For purposes of this Article 18.1 only, “claims” means all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the City’s attorneys’ fees, experts’ fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect.

18.2 City Indemnification for Use of Third Party Materials – The City shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the City arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. However, Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) City has supplied Architect with the previously prepared documents or materials; and (d) City expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, City does not waive any immunities.

ARTICLE 19 TIME SCHEDULE

19.1 Time for Completion. Time is of the essence of this Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as **Exhibit B** to this Agreement.

19.2 Delays. The City recognizes that circumstances may occur beyond the control of either the City or the Architect and extensions for such delays may be made to the schedule if approved by the City. Any time during which the Architect is delayed in the Architect's work by acts of City or its employees or those in a direct contractual relationship with City or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. City shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 20 MISCELLANEOUS PROVISIONS

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Fresno, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the City.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties, or obligations under this Agreement without the prior written consent of the City.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

City: City of Clovis
1033 Fifth Street
Clovis, California 93612
Attention: Michael Harrison, City Engineer

Architect: Paul Halajian Architects
389 Clovis Avenue, Suite 200
Clovis, California 93612
Attention: Paul N. Halajian

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the City and their respective successors and assigns.

20.5 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20.7 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the City or the Architect.

20.8 This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Architect, by the execution of this Agreement, acknowledges that the Architect has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the City's confidential or proprietary information if the City has previously advised the Architect in writing of the specific information considered by the City to be confidential or proprietary.

20.10 In any litigation to enforce the terms of this Agreement, including the performance of a party's obligations hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including but not limited to experts' fees.

20.11 If a dispute arises out of or relating to this Agreement, or the 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 party requesting mediation shall serve a demand for mediation on the other party. 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 30 days of delivery of the demand for mediation, or if a period of limitation is about to expire, a party may pursue litigation to resolve the dispute.

A 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.

ARCHITECT:

Paul Halajian Architects

CITY:

CITY OF CLOVIS

By: _____
Paul N. Halajian

By: _____
Luke Serpa, Interim City Manager

Exhibit A
RATE SCHEDULE

Exhibit B
PROJECT SCHEDULE



AGENDA ITEM NO: **2-A-3**

City Manager: 

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: March 20, 2017

SUBJECT: Consider Approval – Res 17-___, Bid Award for CIP 15-07, Nees Avenue Recycled Water Main, and Authorize the City Manager to execute the contract on behalf of the City; Amending the 2016-2017 Community Investment Program Budget for Sewer Developer account Water Reuse – Nees/DeWolf Mains.

ATTACHMENTS:

Resolution 17-___

(A) Exhibit A –Budget Amendment

(B) Vicinity Map

CONFLICT OF INTEREST

John Holt owns property within 500 feet of this project and has not participated in the preparation or analysis of this project.

RECOMMENDATION

1. For the City Council to approve a resolution amending the 2016-2017 Community Investment Program (CIP) and budget for the Nees Avenue Recycled Water Main;
2. For the City Council to award a contract for CIP 15-07, Nees Avenue Recycled Water Main, to Agee Construction Corporation in the amount of \$574,221.00; and
3. For the City Council to authorize the Interim City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

In August of 2017, the city entered into an agreement with the "Harlan Ranch Community Association" to expedite the extension of the non-potable water system to the Harlan Ranch Community. As part of the agreement the Harlan Ranch Community Association agreed to provide \$1,000,000 in funding as a no interest loan to be repaid as recycled water development fees are collected.

With the expectation of this project moving forward \$130,000 was approved for design in the current year. Staff is recommending that Council approve a budget amendment in the amount of \$870,000 in the Sewer Developer Fund that will match the budget with the maximum agreed funding of \$1,000,000 provided by the Harlan Ranch Community Association. The amount will account for expenditures for the bid award of the Nees Avenue Recycled Water Main project, the purchase of utility easements in Nees Avenue for the alignment, and engineering staff time.

The project involves construction of a recycled water main along Nees Avenue and Owens Mountain Parkway, from N. Temperance Avenue to Kenosha Avenue, and north of Owens Mountain Parkway, between N. DeWolf Avenue and N. Pamela Avenue. This project also includes installation of seven recycled water meter assemblies at various locations within the Harlan Ranch development. The project improvements include PVC piping, meters, air release valves, gate and butterfly valves, boxes, vaults, and related appurtenances, removal and salvaging of existing blow-offs, trench resurfacing, inclusive of aggregate base rock and asphalt concrete, and re-establishment of existing grades and drainage patterns.

Staff has evaluated the project site and all design aspects within the scope of this project for compliance with the Americans with Disabilities Act (ADA) accessibility standards as of March 20, 2017. The project will be ADA compliant upon completion.

BACKGROUND

The following is a summary of the bid results of 3/7/2017:

BIDDERS	BASE BIDS
Agee Construction Corporation	\$574,221.00
Dawson-Mauldin Construction, Inc.	\$604,391.66
Bill Nelson General Engineering Construction, Inc.	\$673,693.00

ENGINEER'S ESTIMATE

\$730,345.00

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

FISCAL IMPACT

With the expectation of this project being expedited it was approved for \$130,000 in the current year's fiscal budget in the Community Investment Program to proceed with design. It is anticipated that the additional funding requested through the budget amendment will have a minimal fiscal impact due to the project revenue provided by the Harlan Ranch Community Association that will offset it.

REASON FOR RECOMMENDATION

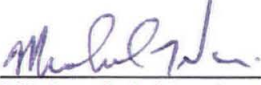
The Budget Amendment is needed to financially account for the additional expenditures and offsetting revenue in the Sewer Developer Account. Agee Construction Corporation is the lowest responsible bidder. There are sufficient funds available for the anticipated costs of this project.

ACTIONS FOLLOWING APPROVAL

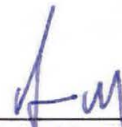
1. Funds will be appropriated and accounted for in the City of Clovis 2016-2017 Budget as specified in the attached budget amendment.
2. The contract will be prepared and executed, subject to the contractor providing performance security that is satisfactory to the City.
3. Construction will begin approximately two (2) weeks after contract execution and be completed in Forty-Five (45) working days thereafter.

Prepared by: Eric Easterling, Project Engineer

Submitted by:


Michael J. Harrison
City Engineer

Recommended by:


Dwight Kroll, AICP
Director of Planning and
Development Services

RESOLUTION NO. 17-

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

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

WHEREAS, the City Council approved the expenditure of funds for the 2016-2017 Community Investment Program – Sewer Developer Budget; and

WHEREAS, the additional expenditures needed for the Nees Avenue Recycled Water Main were not included in the 2016-2017 Community Investment Program – Sewer Developer Fund.

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

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 20, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

EXHIBIT A

SUMMARY OF EXPENDITURES BY DEPARTMENT

Department

Sewer Developer	\$870,000.00
-----------------	--------------

Total	\$870,000.00
--------------	---------------------

SUMMARY OF EXPENDITURES BY FUND

Fund

Sewer Developer	\$870,000.00
-----------------	--------------

Total	\$870,000.00
--------------	---------------------

VICINITY MAP

CIP 15-07

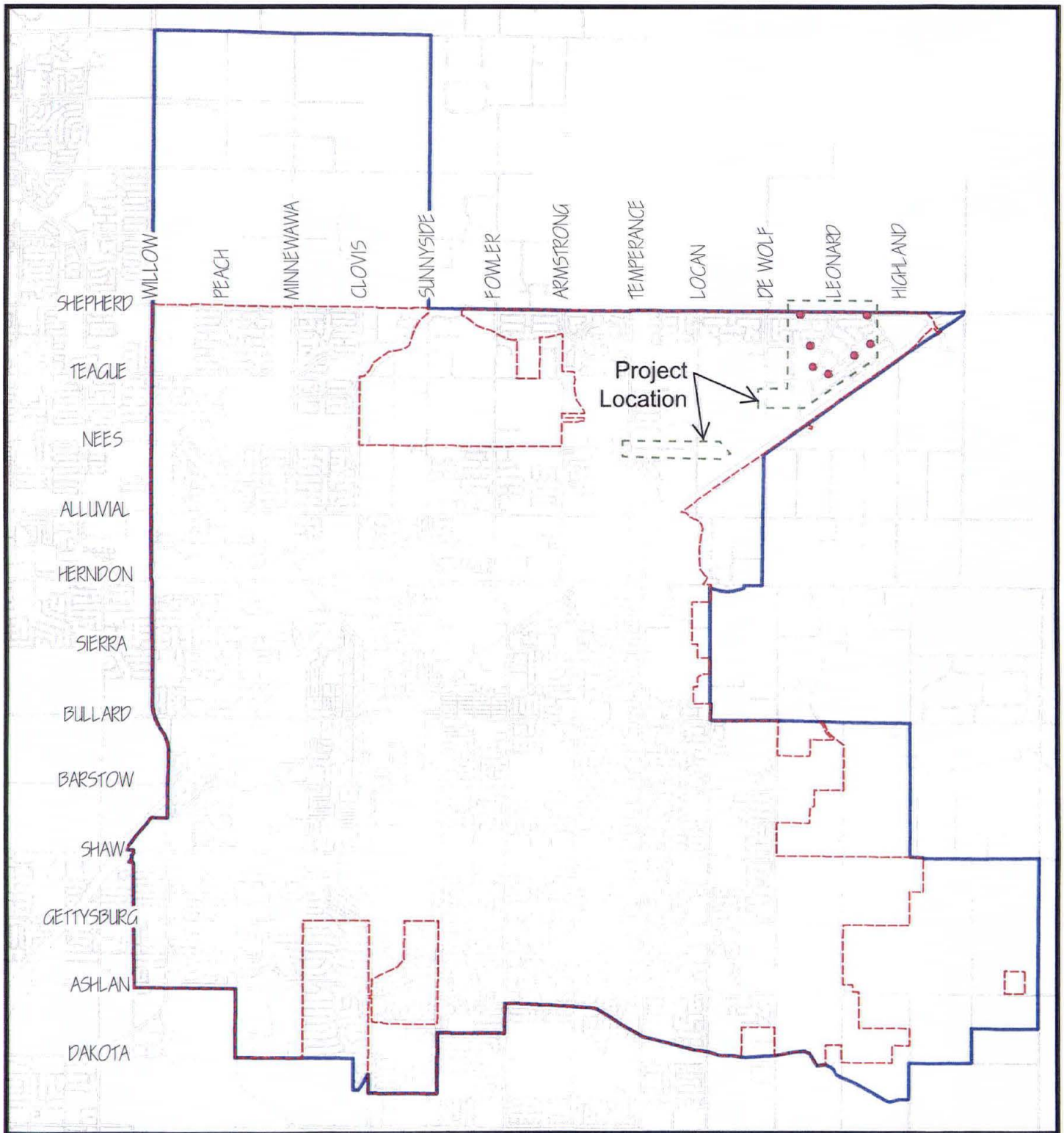


EXHIBIT B



 CITY LIMITS

 SPHERE OF INFLUENCE



1" = 5500'



AGENDA ITEM NO: **4-A**
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Administration
DATE: March 20, 2017
SUBJECT: Consider Approval - Change of Council Meeting Schedule

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve a special meeting on Monday, March 27, 2017 for the swearing in and reorganization of the City Council.

EXECUTIVE SUMMARY

There is a need to change the schedule of meetings for the City Council in March. Staff is recommending that City Council approve a special meeting on March 27, 2017.

BACKGROUND

Two new Councilmembers have been elected to the City Council. There is a need to swear in the new Councilmembers and to reorganize the Council.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

Pursuant to the Clovis Municipal Code, the City Council meets in regular session on the first, second, and third Monday of each month, except when those Mondays occur on a recognized City holiday. The City Council needs to confirm any change to the schedule of meetings in order to properly notice the public of the City Council's schedule of meetings.

ACTIONS FOLLOWING APPROVAL

A revised schedule of meetings will be published in conformance with law.

Prepared by: Jacquie Pronovost, Exec. Assistant

Submitted by: Luke Serpa, Interim City Manager LS