

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.

July 17, 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 Whalen Flag salute led by Councilmember Ashbeck

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

A. Presentation of Proclamation recognizing the week of August 6-12, 2017 as International Assistance Dog Week.

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.)

July 17, 2017 - 1 - 9:03 AM

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

1. PUBLIC HEARINGS

- A. Consider Approval Authorize the City Manager to Execute a Disposition and Development Agreement with Habitat for Humanity Fresno County for Construction of Affordable Housing at 1408 Fourth Street, 1418 Fourth Street and 1605 Fifth Street in Clovis' Stanford Addition. (Staff: H. Crabtree)
- B. Consider Approval Res. 17-___, Adoption of the City of Clovis 2017-18 Annual Action Plan for expenditure of Community Development Block Grant Funds; and Consider Approval Res. 17-___, Amending the 2015-16 Annual Action Plan. (Staff: H. Crabtree)
- C. Consider Introduction Ord. 17-____, An Ordinance of the City Council of the City of Clovis amending section 8.12 of the Clovis Municipal Code Pertaining to Designation of Flood Hazard Areas and Building Regulations therein by making reference to the California Building Code. (Staff: D. Stawarski)
- D. Receive and File Review Functions of the General Services Department. (Staff: S. Halterman)
- E. Consider Approval Res. 17-____, Amending the City's Master Administrative Fee Schedule Pertaining to Senior Center and Recreation Fees. (Staff: S. Halterman)
- F. Consider Approval Res. 17-___, Amending the City's Master Administrative Fee Schedule for the Clovis Fire Department Operations, Enforcement and Inspection Activities. (Staff: J. Binaski)
- G. Consider Approval Res. 17-___, Approving a Proposed Mitigated Negative Declaration and adopting a Mitigation Monitoring Program for Community Investment Project, CIP13-22, Enterprise Canal Bridge Replacement at Leonard Avenue. (Staff: R. Burnett)

2. ADMINISTRATIVE ITEMS

A. PUBLIC SAFETY

 Consider Approval – Res. 17-____, Approving the exception to the 180-Day wait period (Government Code Sections 7522.56 & 21224) pertaining to the hiring of Mark Rau as extra help for Critical Public Safety Projects. (Staff: M. Casida)

3. CITY MANAGER COMMENTS

4. COUNCIL ITEMS

- A. Consider Approval Designation of Voting Delegate and Alternate for the 2017 League of California Cities' Annual Conference and Business Meeting, Sept. 13-15, 2017. (Staff: L. Serpa)
- B. Council Comments

5. CLOSED SESSION

A. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
SEMI-ANNUAL LITIGATION UPDATE

COURT CASES

- 1. Serna Construction, Inc. v. City of Clovis.
- 2. Desiree Martinez v. Kyle Pennington, City of Clovis, City of Sanger and Others.
- 3. Joseph Suarez Sr., Hayden Suarez, Hailey Suarez v. City of Clovis.
- 4. Lyle S. McFarland v. City of Clovis.
- 5. Molinar Family v. City of Clovis, Gabriel Ramirez
- 6. David and Gretchen Jessen v. County of Fresno, City of Clovis
- 7. Jo Marie Allen v. City of Clovis.

CLAIMS

- 8. Brianne Glick v. City of Clovis.
- 9. Lionel Hawkins v. City of Clovis.

ADJOURNMENT

Meetings and Key Issues							
Aug. 7, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber				
Aug. 8 – Sep. 4, 2017	Summer Reces	SS					
Sep. 5, 2017 (Tue.)	6:00 P.M.	Regular Meeting	Council Chamber				
Sep. 11, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber				
Sep. 18, 2017 (Mon.)	6:00 P.M.	Joint Meeting with CUSD	CUSD				
Oct. 2, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber				
Oct. 9, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber				
Oct. 16, 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.

A. CITY CLERK

1) Approval - Minutes for the July 10, 2017 Council meeting.

B. ADMINISTRATION

1) No items.

C. COMMUNITY AND ECONOMIC DEVELOPMENT

 Approval – Program Guidelines for City of Clovis Home Rehabilitation Grant Program and Community Development Block Grant Microenterprise Program.

D. FINANCE

- 1) Receive and File Investment Report for the month of May 2017.
- 2) Receive and File Treasurer's Report for the month of May 2017.

E. GENERAL SERVICES

1) No items.

F. PLANNING AND DEVELOPMENT SERVICES

- 1) Approval Res. 17-___, Final Map Tract 6127, located on the northeast area of Leonard Avenue and Barstow Avenue. (Woodside Homes).
- 2) Approval Res. 17-___, Annexation of Proposed Tract 6127, located on the northeast area of Leonard Avenue and Barstow Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (Woodside Homes).

G. PUBLIC SAFETY

1) No items.

H. PUBLIC UTILITIES

1) Approval – Res. 17-___, Declaring the City's Intent to Reimburse Expenditures Related to the Purchase of Police and Fire Vehicles and Equipment from Tax Exempt Lease Purchase Financing and Authorize the City Manager to Sign the Lease Purchase Agreement and Related Documents, and Waive the City's Formal Bidding Requirements and Authorize the Purchase of Police and Fire Vehicles from Golden State Fire Apparatus, Future Ford, Wondries Fleet Group and Elk Grove Auto.

I. REDEVELOPMENT SUCCESSOR AGENCY

1) No items.

PROCLAMATION

INTERNATIONAL ASSISTANCE DOG WEEK

- WHEREAS, assistance dogs transform the lives of their human partners with physical and mental disabilities; they serve as devoted companions, helpers, aides, best friends and close family members; and
- WHEREAS, seizure alert response dogs alert or respond to medical conditions, such as heart attack, stroke, diabetes, epilepsy, panic attack, anxiety attack, post-traumatic stress and seizures; and
- WHEREAS, guide dogs assist people with vision loss, leading these individuals around physical obstacles and to destinations such as seating, crossing streets, entering or exiting doorways, elevators and stairways, etc.; and
- WHEREAS, hearing alert dogs alert people with a hearing loss to the presence of specific sounds such as doorbells, telephones, crying babies, sirens, another person, buzzing timers or sensors, knocks at the door as well as smoke, fire and clock alarms; and
- WHEREAS, International Assistance Dog Week, August 6-12, 2017, provides an opportunity for us to raise awareness of the selfless way all types of assistance dogs assist individuals with mitigating their disability-related limitations.

NOW, THEREFORE, BE IT RESOLVED, that the Clovis City Council does hereby proclaim the week of August 6-12, 2017, as

INTERNATIONAL ASSISTANCE DOG WEEK

IN WITNESS THEREOF, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed this 17th day of July, 2017.



CLOVIS CITY COUNCIL MEETING

July 10, 2017

6:00 P.M.

Council Chamber

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

Roll Call:

Present:

Councilmembers Ashbeck, Bessinger, Flores, Mouanoutoua

Mayor Whalen

Absent:

None

6:02 PUBLIC COMMENTS

Ron Sundquist, resident, commented on the Fourth of July Fireworks at Lamonica Stadium.

Robert Martin, commented on public safety related to construction work being performed at Locan and Nees Avenues and danger involved.

Jeff Zarafis, resident, commented on streets of his development and indicated that it has been thirteen years since that property was last sealed. Assistant Public Utilities Director Scott Redelfs addressed questions and met with Mr. Zarafis in the foyer.

6:13 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 June 19, 2017 Council meeting.
- A2) Adopted Ord. 17-09, R2016-16, A request to prezone from the County AE-20 Zone District to the R-1-MD (Single-Family Residential Medium Density) Zone District. (Vote: 5-0)
- A3) Adopted **Ord. 17-10**, R2017-02, A request to approve a rezone of approximately 11.03 acres of land located on the west side of Leonard Avenue at Dakota Avenue from the R-1-7500 (Single Family Residential 7,500 Sq. Ft.) Zone District to the R-1 (Single Family Residential 6,000 Sq. Ft.) Zone District. Michael Lynn Doolittle, Cindy Gill, owners; De Young Properties, applicant; Quad Knopf, Inc., representative. (Vote: 5-0)
- A4) Adopted **Ord. 17-11**, An Ordinance of the City Council of the City of Clovis Amending sections 10.3.02 and 10.3.05, of Chapter 3, of Title 10, of the Clovis Municipal Code Pertaining to Prohibited acts in City Parks and Park Suspensions. (Vote: 5-0)
- A5) Adopted **Ord. 17-12**, An Ordinance of the City Council of the City of Clovis Amending sections 5.5.02 and 5.5.04, of Chapter 5, of Title 5, of the Clovis Municipal Code Pertaining to Entertainment Establishments. (Vote: 5-0)

- A6) Adopted **Ord. 17-13**, An Ordinance of the City Council of the City of Clovis Amending section 5.27.403, of Chapter 27, of Title 5, of the Clovis Municipal Code pertaining to nuisances related to real property management. (Vote: 5-0)
- B1) Approved Res. 17-64, Amending budget Resolution 17-58.
- C1) Approved FY 2017-18 Agreement between the City of Clovis and the Economic Development Corporation Serving Fresno County.
- C2) Approved Agreement between City of Clovis and the Business Organization of Old Town for Fiscal Year 2017-2018.
- C3) Received and Filed Business Organization of Old Town (BOOT) Fourth Quarter Report, April through June 2017.
- D1) Approved Res.17-65, For the Council to approve the Lease Purchase Agreement with Municipal Finance Corporation, for the lease purchase of Fire Safety and Police Vehicles.
- D2) Approved Res. 17-66, Measure C Extension Local Transportation Pass through Revenues Certification and Claim Forms for 2017-18.
- D3) Received and Filed Investment Report for the month of April 2017.
- D4) Received and Filed Treasurer's Report for the month of April 2017.
- E1) Approved Res. 17-67, Declaring the City's intent to continue to be a direct sponsor of the Clovis Senior Services Programs; and Authorize the City Manager to submit an application for Older Americans Act Funding for Title III C-1 Nutrition Services through the Fresno-Madera Area Agency on Aging (FMAAA).
- E2) Approved Res. 17-68, Amending the FY 2017-2018 General Government Services Fund to provide \$31,000 for improvements to Sierra Bicentennial Park.
- E3) Approved Res. 17-69, Authorizing Amendments to the Equipment Mechanic Classification.
- E4) Approved Res. 17-70, Amending the City's FY 2017-2018 Classification and Compensation Plans to Adopt a Crime Analysis Supervisor Classification and Salary Range; and Approval Res. 17-71, Amending the City's FY 2017-2018 Position Allocation Plan.
- E5) Approved Res. 17-72, Amending the City's FY 2017-2018 Classification and Compensation Plans to Adopt a Planning and Development Administrative Manager Classification and Salary Range; and, Approval Res. 17-73, Amending the City's FY 2017-2018 Position Allocation Plan.
- E6) Approved Res. 17-74, Amending the FY 2016-2017 General Services Department Budget to reflect \$6,080 for the Clovis Senior Center awarded by the Fresno-Madera Area Agency on Aging; and Amending the Transit Budget to Reflect Receipt of \$64,345 of Low Carbon Transit Operations Program funds.
- E7) Receive and File Third Quarter FY 2016-17 General Services Department Report.
- F1) Approved Final Acceptance for CIP 15-08 Winery Demolition.
- F2) Approved Final Acceptance for CIP 15-22, Fire Station 3 Security Fence.
- G1) Approved Waive the City's Usual Purchasing Requirements and Authorize the Purchase of a New Bomb Squad Robot from ICOR Technologies.
- H1) Received and Filed Public Utilities Report for the month of April 2017.
- 6:14 ITEM 1A DENIED RES. 17-XX, A REQUEST TO APPEAL THE PLANNING COMMISSION'S APPROVAL OF A CONDITIONAL USE PERMIT FOR AN 80-UNIT MULTI-FAMILY DEVELOPMENT ON APPROXIMATELY 5.58 ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF BULLARD AND TEMPERANCE

July 10, 2017 - 2 - 9:50 AM

AVENUES. VANDENBERGHE PROPERTIES, INC, PROPERTY OWNER; MOTSCHIEDLER CONSULTING, INC., PROJECT APPLICANT; CENTERLINE DESIGN, LLC., PROJECT REPRESENTATIVE. APPEAL FILED BY TOM ABSHERE. THE PLANNING COMMISSION RECOMMENDS APPROVAL OF CUP2017-02

Associate Planner Orlando Ramirez presented a report on a request to appeal the Planning Commission's approval of a conditional use permit for an 80-unit multi-family development on approximately 5.58 acres of land located at the northeast corner of Bullard and Temperance Avenues. The applicant requested approval of a conditional use permit to allow an 80-unit multiple-family development at the Project site. Typically, multiple family projects consistent with the General Plan do not require a public hearing. However, when the property was rezoned in 2002 (R2002-15), the Commission and Council included a condition requiring a public hearing for any multiple family proposals on the Project site. Conditions of approval associated with R2002-15 also included the requirement for the applicant to conduct two neighborhood meetings. Fire Captain Gary Sawhill and Safety Prevention Officer Chad Fitzgerald responded to questions of City Council.

This Project was approved by the Planning Commission on May 25, 2017, with modifications to the conditions of approval. The public discussion was focused on fencing type and placement proposed along Park Avenue. The Project was approved with modifications to the conditions of approval, addressing the neighborhood concerns.

On June 12, 2017, area property owners formally submitted an appeal requesting that the Council overturn the Planning Commission approval, or make modifications to the site design to address their concerns. Property owners revised the appeal to include the elimination of Park Avenue access, seeking an appeal to reconfigure the site to allow for Bullard Avenue Access only. Some issues of discussion included in the staff report address the neighborhood's desires regarding perimeter walls and vehicle and pedestrian access to and from the project.

Tom Abshere, resident and appeal filer, commented on same entrance as apartment as Ashlan and Temperance. He commented on concerns with traffic and safety of kids in the neighborhood. Jeff Zarafis, resident, commented on traffic increase, and fire entrance. Emanual Cortino, resident, spoke in opposition due to loss of property value. Janice Marshall, resident, commented on concerns with traffic. Jerry Smith, resident, commented on increased traffic and fire access options. Arthur Flatner, resident, commented on traffic concerns. Boyd Pierce, resident, commented on traffic concerns. Sonya Quinteras, resident, commented on concerns with traffic and danger for her Greg Newman, resident, commented on traffic concerns. resident, commented on concerns with traffic. Sarah Toulifaro, resident, commented on concerns with traffic. Cheryl Hanson, resident, commented on concerns with traffic. Kathy Pipick, resident, commented on concerns with traffic. Daniel Mims, resident, commented on concerns with traffic. Gary Pipick, resident, commented on concerns with traffic. Donnie Danelle, resident, commented on concerns with traffic and lack of support.

Dirk Poeschel, representing the applicant, spoke in support of the project. Bryan Pope, representing the applicant, commented on and spoke in support. Mark Vandenburg,

applicant, spoke in support of the project. Lan Vu, resident, suggested an alternative movements of traffic.

Discussion by the Council.

Motion by Councilmember Flores, seconded by Councilmember Mouanoutoua, for the Council to deny the appeal of the Planning Commission's approval of a conditional use permit for an 80-unit multi-family development on approximately 5.58 acres of land located at the northeast corner of Bullard and Temperance Avenues, and provide direction to staff to evaluate the traffic for the area based on concerns raised due to the discussion of this project. Motion carried 3-2 with Councilmember's Ashbeck and Bessinger voting no.

Recess: 8:35 Reconvene: 8:41

8:41 ITEM 1B - APPROVED - **RES. 17-75**, A REQUEST TO INITIATE PREZONING TO THE R-3 (MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL) ZONE DISTRICT FOR FOUR PROPERTIES LOCATED ON THE EAST SIDE OF DE WOLF AVENUE, BETWEEN SHAW AND SAN JOSE AVENUES. VIRGINIA R. & DAVID SIMPSON, MARCELLA A. DEANDA TRS., LIRU HUANG & MICHAEL BLACKSTON, HERBERT PAUL BETHEL, OWNERS; WESTGATE CONSTRUCTION AND DEVELOPMENT, APPLICANT; BURRELL CONSULTING GROUP, REPRESENTATIVE. (CONTINUED FROM THE JUNE 19, 2017 COUNCIL MEETING.)

Associate Planner George Gonzales presented a report on a request to prezone to the R-3 (Medium Density Multiple Family Residential) Zone District for four properties located on the east side of De Wolf Avenue, between Shaw and San Jose Avenues. The City recently received a request to initiate a prezone to accommodate a commercial project within the Loma Vista Community Center North and annexation of approximately 77 acres. The annexation boundary (Exhibit "D"), has been established in cooperation with the Fresno Local Agency Formation Commission (LAFCo) and County of Fresno. All properties within an annexation are required to be prezoned consistent with the General Plan Land Use Diagram and for this specific project, the Loma Vista Specific Plan. The boundary consists of twenty one properties, two of which are related to the proposed commercial development and nineteen others which are required to create a logical boundary.

The applicant has requested authorization from the four property owners to prezone and annex their properties; however, the applicant was not successful in the attempt. Therefore, the applicant is requesting the Council to initiate the prezone request in accordance with Section 9.86.020 of the Clovis Development Code. Approval of this request will allow the applicant to move forward with their development proposal.

The City Council continued the subject item to the July 10th City Council hearing to provide the applicant with additional time to discuss the prezoning and annexation process with affected property owners. The applicant, Planning staff, Mr. Darrell Fenn, and Mr. Dirk Poeschel had the opportunity to meet with Mrs. Huang and Mr. Blackston outside the Council Chamber to discuss the prezone initiation and annexation of their

July 10, 2017 - 4 - 9:50 AM

property. Planning staff has not received a call from Mrs. Huang or Mr. Blackston upon finalization of this Staff Report.

The City Council continued the subject item to the July 10, 2017, City Council hearing to provide the applicant with additional time to meet and discuss the prezoning and annexation process with Liru Huang & Michael Blackston. Mrs. Huang and Mr. Blackston spoke at the June 19th City Council hearing to express concerns with the Prezone Initiation and the outreach methods conducted by the applicant.

After the Council's continuance of the subject item on June 19th, the applicant, Planning staff, Mr. Darrell Fenn, and Mr. Dirk Poeschel had the opportunity to meet with Mrs. Huang and Mr. Blackston outside the Council Chamber to discuss the prezone initiation and annexation of their property. Planning staff offered to meet with Mrs. Huang and Mr. Blackston at City Hall at their convenience to discuss annexation and answer any questions they may have.

Staff did not hear back from Mrs. Huang or Mr. Blackston after the June 19th Council hearing. Therefore, planning staff called Mrs. Huang on Friday, June 23rd to offer an opportunity to meet with staff to answer their questions and discuss their concerns. Mrs. Huang declined the offer to meet with staff and was forwarded to our Engineering Division to discuss sewer connection fees and requirements. Engineering staff spoke with Mrs. Huang on Friday, June 23rd and answered her questions regarding sewer connection for her property.

On Tuesday, June 27th, Mr. Dirk Poeschel called Mrs. Huang to ask if they can meet at her convenience and at a location she prefers, but didn't hear back from Mrs. Huang. Planning staff has not received a call from Mrs. Huang or Mr. Blackston upon finalization of this Staff Report.

On Wednesday, July 5th, Mr. Dirk Poeschel held an informational meeting in the Council Chamber to discuss annexation with affected property owners (please see Exhibit "F" of the staff report). Approximately 15 people attended the meeting, Mrs. Huang and Mr. Blackston were included in the mailing distribution for the July 5th meeting but did not attend.

There being no public comment, Mayor Whalen closed the public portion. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to initiate prezoning to the R-3 (Medium Density Multiple Family Residential) Zone District for four properties located on the east side of De Wolf Avenue, between Shaw and San Jose Avenues. Motion carried by unanimous vote.

8:52 ITEM 2A1 - APPROVED - RES 17-76, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AUTHORIZING THE ISSUANCE AND SALE OF WASTEWATER REVENUE REFUNDING BONDS TO REFINANCE OUTSTANDING 2007 WASTEWATER REVENUE BONDS OF THE CLOVIS PUBLIC FINANCING AUTHORITY AND APPROVING RELATED DOCUMENTS AND ACTIONS.

Finance Director Jay Schengel presented a report on a request to authorizing the issuance and sale of Wastewater Revenue Refunding Bonds to refinance outstanding 2007 Wastewater Revenue Bonds of the Clovis Public Financing Authority and approving related documents and actions. The City is proposing to sell revenue refunding bonds for the purpose of refunding the 2007 Bonds. The Bonds are payable only from net revenues of the wastewater system. With the current interest rate environment, an analysis determined that it is feasible to refund the 2007 Bonds and reduce the annual payments, lower the interest rate, and yield cash savings beginning in 2017/18. Based on current market conditions, the preliminary refunding analysis indicates average annual cash flow savings of approximately \$400,000 with savings in the first year of approximately \$200,000. The fully discounted net present value cash flow savings are currently expected to be \$6.0 - \$6.5 million. The new revenue bonds will maintain the existing bond amortization period to maximize the interest rate savings.

To facilitate the sale of the bonds, the City will submit the proposed issue to Moody's and Standard & Poor's bond-rating agencies for a rating after this report is presented to Council, and as such, ratings on this issue are not available for inclusion in this report. The ratings for the City's outstanding 2007 bonds are rated "A1/A+". We also are receiving bids from insurance companies. The purchase of bond insurance will result in better rates on the refunding bonds.

Included for the Council's information is the Preliminary Official Statement (POS). The POS contains substantial information about the bond issue and it is recommended that Council review the POS and forward any comments or corrections to staff. The Preliminary Official Statement must include all facts that would be material to an investor in the bonds. Material information is provided to the reasonable investor when deciding whether to buy or sell the bonds. Members of the City Council may review the Preliminary Official Statement and/or question staff and consultants to make sure they feel comfortable that it includes all material facts. The approval by the Council of the resolution authorizes the issuance and sale of the refunding bonds pursuant to an Indenture of Trust, approves the bond purchase agreement with the underwriter, and authorizes the City Manager and Finance Director to execute all documents relating to the refunding on behalf of the City. The sale of the bonds is being handled through the underwriting firm Stifel. The law firm of Jones Hall is the City's Bond Counsel and Disclosure Counsel.

There being no public comment, Mayor Whalen closed the public portion. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve a resolution of the City Council of the City of Clovis authorizing the issuance and sale of Wastewater Revenue Refunding Bonds to refinance outstanding 2007 Wastewater Revenue Bonds of the Clovis Public Financing Authority and approving related documents and actions. Motion carried by unanimous vote.

9:00 ITEM 3 - CITY MANAGER COMMENTS

City Manager Luke Serpa showed a picture of retired Councilmember Harry Armstrong receiving an award recently.

9:02 ITEM 4A - COUNCIL COMMENTS

Councilmember Mouanoutoua commented on recent tours he has been taking of the various departments and thanked staff for their support.

Councilmember Flores reported out that he attended the League of California Cities training in Monterey two weeks ago. He also commented on a presentation at the training on how to bring affordable gigabit service to the city and requested that staff look into it.

Councilmember Ashbeck commented on the Police Department's Shop with a Cop event over the weekend. She also reported out that she attended the League of California Cities training in Monterey two weeks ago.

Councilmember Bessinger thanked City Manager for the award for Councilmember Armstrong.

Mayor Whalen reported out that he attended the League of California Cities training in Monterey two weeks ago. Mayor Whalen commented that both Councilmember's Bessinger and Mouanoutoua attended the training in Monterey also.

9:11 ITEM 5A - CLOSED SESSION

Government Code Section 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Parcels B, C, D, H & I of the Research and Technology Park at Temperance

and Alluvial Avenues (a portion of APN: 564-090-14T);

Agency Negotiators:

L. Serpa, A. Haussler, D. Wolfe

Negotiating Parties:

Henry Mata and Greyhawk, LLC

Under Negotiation:

Price & Terms

ADJOURNMENT

Mayor Whalen adjourned the meeting of the Council to July 17,

Meeting adjourned: 9:20 p.m.

Mayor	City Clerk	



AGENDA ITEM NO: CC-C-1

City Manager: (S

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO:

Mayor and City Council

FROM:

Community and Economic Development

DATE:

July 17, 2017

SUBJECT: Approval – Program Guidelines for City of Clovis Home Rehabilitation

Community Development Grant Program and Block

Microenterprise Program.

ATTACHMENTS:

(A) Home Rehabilitation Grant Program Guidelines

(B) Microenterprise Program Guidelines

CONFLICT OF INTEREST

None

RECOMMENDATION

Approve guidelines for the following Home Rehabilitation Grant Program and the CDBG Microenterprise Program.

EXECUTIVE SUMMARY

Approval of this request would authorize the operating guidelines for the new CDBG Microenterprise Program. The guidelines are required by the U.S. Department of Housing and Urban Development (HUD) to ensure the program is compliant with federal regulations. In addition, approval of this request would authorize a revision of the operating guidelines for the Home Rehabilitation Grant Program.

BACKGROUND

CDBG Microenterprise Program

Clovis' CDBG-funded Microenterprise Program will serve low- to moderate-income (LMI) small business owners and prospective owners. Clients must have household incomes at or below 80% of Area Median Income according to annually published HUD income limits. The Microenterprise Program which would provide funds for LMI

entrepreneurs, is in need of commercial kitchen space to begin or expand their business to utilize a commercial kitchen.

Home Rehabilitation Grant Program

The Home Rehabilitation Grant Program is typically funded through the federal Community Development Block Grant (CDBG) Program. However, it is anticipated the program guidelines would apply to CDBG and any future funding sources for the program.

The purpose of the program is to provide financial assistance to owner-occupied LMI households in Clovis (including mobile homes) to correct health and/or safety issues in the home. The assistance is provided as a grant with a maximum assistance level of \$4,500. Applications for the program will be accepted on a first-come, first-served basis. Clovis City Council has previously approved the guidelines for this program. The revised guidelines will take effect beginning July 18, 2017, and include the following significant changes:

- Homeowners will no longer collect their own estimates for the work approved by the City. The homeowner will select contractors to whom they would like bid invitations to be extended, and City staff will act as the clearinghouse to request and collect project bids.
- The limits of assistance are being increased from a \$3,000 maximum to \$4,500.

FISCAL IMPACT

All funding for the programs comes from federal grant funds, which are provided on a reimbursement basis. The expenditures have been included in the 2017-18 City of Clovis budget.

REASON FOR RECOMMENDATION

This action allows the City to create new and updated guidelines for Clovis' Home Rehabilitation Grant Program and CDBG Microenterprise Program to operate in a manner consistent with the policies, procedures, and regulations of the federal funder.

ACTIONS FOLLOWING APPROVAL

Depending on the specific program, staff will begin or continue program marketing, accepting applications, reviewing applications, and providing assistance to low- to moderate-income households.

Prepared by:

Heidi Crabtree, Housing Program Coordinator

Andrew Haussler, Community and Economic Development Director Submitted by:

Program Guidelines 7/10/2017 2:30:20 PM Page 2 of 2



CITY OF CLOVIS

OWNER-OCCUPIED HOME REHABILITATION GRANT PROGRAM GUIDELINES

July 18, 2017



CITY OF CLOVIS OWNER-OCCUPIED HOME REHABILITATION GRANT PROGRAM GUIDELINES

The City of Clovis ("City") supports efforts to improve the City's affordable housing stock. The Owner-Occupied Home Rehabilitation Grant Program ("Program") described in these guidelines is designed to provide financial assistance to correct health and safety issues in the home by accessing grants of up to \$4,500 that are available from the Program. Applications for the City's Owner-Occupied Home Rehabilitation Grant Program can be obtained by calling the City of Clovis at (559) 324-2094, or picked up at the Clovis Planning and Development Services Department, 1033 Fifth Street, Clovis, CA.

The funding source used by the City for this program is the Community Development Block Grant (CDBG), funded by the U.S. Department of Housing and Urban Development (HUD).

I. APPLICANT ELIGIBILITY

Conflict of Interest

To the extent consistent with Federal and State conflict of interest laws as they apply to local government officials, employees and agents, the following rules shall apply regarding eligibility for this program. No member of the governing body of the City nor other official, employee, or agent of the City government who exercises policy or decision-making authority in connection with the planning and implementation of the Program shall directly or indirectly be eligible for this Program. This ineligibility shall continue for one year after an individual's relationship with the City ends.

Income

To be eligible to participate in the City's program, gross household income must not exceed eighty percent (80%) of the area median income (AMI) for Fresno County, which is adjusted for household size and reported in the most current income guidelines published by HUD. The applicant's income combined with the income of all household members, related or non-related, aged 18 and older cannot exceed 80% of AMI. All persons in the residence are considered household members for the purpose of income eligibility.

Fair Housing

This policy will be implemented consistent with the City's commitment to fair housing practices. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination on the basis of his or her religion or religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (children), physical or mental disability, sexual orientation, or any other arbitrary cause. Individuals who believe they have been discriminated against in a housing-related action may contact the City of Clovis Housing Program Coordinator at (559) 324-2094, or the Fair Housing Council of Central California at (559) 244-2950.

Race and Ethnicity

Applicants will be requested to identify race and ethnicity at the time of submitting an application. All applications will be processed in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach, and access to the Program. No person shall be excluded or denied benefits on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation.

Preferences

The City will establish a waiting list for assistance and will provide assistance on a first-come, first-served basis. Preference will be given to households living in imminently unsafe conditions.

Temporary Relocation

Households approved for this program generally are not eligible for temporary relocation benefits in conjunction with the Home Rehabilitation Grant Program.

II. PROPERTY ELIGIBILITY

Location

To be eligible to participate in the City's Program, the property must be an owner-occupied residence located in the incorporated area of the City of Clovis.

Property Condition

The goal of this Program is to correct health and safety issues within the City. Rehabilitation work must eliminate health and safety hazards to occupants and the public.

Property Improvements

- Eligible Improvements The goal of the City's Program is to correct health and safety issues in a home, provide improvements for persons with disabilities, and to preserve Clovis' affordable housing stock.
 Repairs are limited to items physically attached to the property and permanent in nature. Examples of eligible repair/replacement items include, but are not limited to:
 - Water Heaters
 - HVAC Systems
 - Roofs
 - Unsafe Flooring
 - Unsafe Porches/Steps
 - > Architectural Barriers for Disabled and/or Handicapped Persons
 - Broken/Nonfunctioning Windows
 - Plumbing
 - Stoves/Ovens
 - > Electrical

Approved repairs will be limited to no more than two items, as funding permits.

 Non-eligible Improvements – Unnecessary physical improvements, repairs of a cosmetic nature, and repairs to structures not legally attached to the home (e.g. unattached garages, sheds, etc.)

III. APPLICATION PROCEDURE

Application Forms

Applicants may call the City and request an application packet to be mailed or schedule an appointment with a City representative to discuss in person the program and the application process. An application packet can also be picked up at the Clovis Planning and Development Services Department, 1033 Fifth Street, Clovis, CA. Only complete application packets will be accepted and evaluated for eligibility. A complete application packet consists of the following:

- Application; and
- Documentation to verify income from all sources for all household members aged 18 and older; and
- Proof of ownership of the home.

Process

The following is a list of procedures followed when applying for a rehabilitation grant:

• Application – An application must be completed by the owner of the home. This includes listing all household members, and their income and asset information.

- Preliminary Approval A City representative will evaluate the application and all supporting
 documentation to determine if the applicant meets preliminary requirements for the program.
 Preliminary eligibility will be based on income and ownership.
- Preliminary Inspection A preliminary inspection will be scheduled with the homeowner, and will be conducted by City staff. Further program eligibility will be determined by demonstrated need at the time of inspection (existence of health and safety deficiencies within the home).
- Project Review Committee The Project Review Committee is made up of City staff, and makes the final
 determination of the applicant's general eligibility and eligibility of the needed repairs and
 improvements. The applicant will be notified in writing of the committee's decision.
- Work Write-Up When an applicant is notified of the Project Review Committee's approval, a work write-up of the approved repairs will be provided to the homeowner.
- Rehabilitation Construction Bids A list of contractors who have been determined by City staff to meet
 the requirements for completing work for the program will be provided to the homeowner. The
 homeowner will be asked to select a minimum of three contractors to whom bids will be solicited. The
 homeowner will be given an opportunity to add additional contractors to the list as long as the
 contractor meets the requirements of the program (e.g. state licensing, current business license, etc.).
 Based on approved repair items, City staff will send an invitation to bid to each of the homeowner's
 selected contractors.
- Bid Review Clovis staff will act as the clearinghouse for receiving and opening bids. City staff will
 review each for reasonableness, competitiveness, and completeness. Once the lowest and best bid has
 been determined, a Notice to Proceed will be mailed to the awarded contractor. A copy of the notice
 will be mailed to the homeowner.
- Change Orders The City expects contractors submitting project bids to do a thorough inspection of the
 item(s) to be repaired prior to preparing the bid. Change orders will only be approved if they are
 necessary to completing the repairs, and could not be anticipated prior to construction. Payment will
 not be issued for change orders unless they have been approved in writing by the homeowner and a City
 representative prior to the additional work beginning.

Pre-Construction Requirements

Debris removal is a pre-construction requirement for a homeowner's participation in the program. City staff must be able to access and inspect the parts of the home wherein repairs are needed, and contractors must be able to access those same areas in order to provide estimates and complete the repairs. The work area of the home must be in a clean and sanitary condition, free of debris, prior to project approval.

IV. FINANCING

Grant Limits

Grants of up to \$4,500 are available for eligible program repairs. Grant amounts will be determined by actual need/cost of the repairs. The maximum grant to homeowners for repairs shall not exceed the amount required to fund costs associated with eligible improvements.

Term of Financing

Grant – The City's assistance is provided as a grant.

Loan Conditions

Ownership and Occupancy – If the homeowner does not continue to occupy and own the subject property for a period of one year immediately following project completion, the grant funds provided must be repaid in full to the City of Clovis.

V. REHABILITATION CONTRACTORS

Requirements

The City can provide, upon request of the homeowner, a list of contractors who have completed repair projects through the program in the previous year. However, homeowners can contact any contractor of their choosing as long as they meet the following criteria:

- The contractor must hold a current and valid State of California General Contractor's license.
- The contractor cannot be on the State or Federal Debarred Contractors list.
- The contractor must have a City of Clovis business license.
- The contractor must have current and valid General Liability and Workmen's Compensation Insurance.
- The contractor must provide a one-year warranty for their work.

Estimates submitted by contractors who do not meet the criteria will not be considered.

Construction Process

After the contractor has been selected, and a Notice to Proceed issued, the Contractor shall make arrangements with the homeowner to begin the repairs. They contractor will be responsible for making sure all required permits have been secured, depending on the type of work to be performed. The contractor will also be responsible for requesting required inspections work being performed, and for submitting proof of the permits/inspections prior to receiving payment. Contractor will have 30 calendar days from the date of the Notice to Proceed to complete the project.

Contractor Payment

The City will pay the contractor directly. No funds will be distributed to the homeowner. Once the work has been completed, the contractor shall provide the City with all required Permits, Proof of Permit Inspection and Close-Out, and a Homeowner Satisfaction Statement signed by the homeowner. Once all required and completed documentation has been provided to the City, payment may be approved and processed. No partial payments will be permitted.

Contractor/Homeowner Disputes

The agreement to complete work rests solely between the homeowner and the contractor, and therefore the City is not a party to the agreement. However, should a dispute arise, the City is willing to act as an intermediary to assist in an agreeable resolution. If it is deemed a contractor has not made a good faith effort to resolve the matter, or has been negligent, the contractor may be barred from participation in future City-funded projects. The homeowner may pursue legal action against the contractor through Small Claims Court and/or the State Contractors License Board.

VI. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints by applicants, residents or property owners regarding the City's Program should be made to the City's Director of Community and Economic Development. The Director or a designee will investigate the complaint, prepare an analysis and recommendation and will schedule a discussion of the complaint with the Loan Review Committee. If the matter is not resolved to the satisfaction of the person filing the complaint, this person may submit a written appeal addressed to the City's Loan Review Committee. The Loan Review Committee will be convened within fifteen (15) days from the date the appeal is received unless a longer period of time is requested by the appellant. Within five (5) working days from the date the appeal is heard by Loan Review Committee, the City will mail a written response of the Committee's decision to the appellant. If the appellant is still not satisfied with the decision, they may appeal in writing to the Clovis City Manager following the same time line and procedures above. The decision of the City Manager will be final.

VII. AMENDMENTS

Amendments to these guidelines may be made by the City whenever appropriate to improve Program effectiveness and to resolve problems. As part of the amendment adoption process, the City will review the policies of the funding source to ensure continuing compliance with published policies. Copies of amendments will be submitted to the U.S. Department of Housing and Urban Development CPD Representative for Clovis.

CITY OF CLOVIS CDBG MICROENTERPRISE PROGRAM Client Eligibility Policies and Procedures

INCOME LIMITS

Clovis' CDBG-funded microenterprise program will serve low -income small business owners and prospective owners. Clients served must have household incomes at or below 80% of Area Median Income (AMI) according to annually published U.S. Department of Housing and Urban Development (HUD) income limits. The City of Clovis provided a chart of current limits on its website at http://www.cityofclovis.com/Departments-Services/Housing.

INCOME DETERMINATION OVERVIEW

Income and eligibility may be determined using a self-certification form backed up by at least one piece of financial documentation. Clients will self-report their income based on the HUD 24 CFR Part 5 definition of income, defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period. **Attachment A** provides a detailed list of income that is included and excluded when calculating annual income. The following is a summary:

Annual income includes:

- Wages and salaries (gross amount), including overtime pay, commissions, fees, tips and bonuses.
- Net income from the operation of a business or profession
- · Interest, dividends, and other net income of any kind from real or personal property.
- Regular payments from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits.
- Unemployment and disability compensation, worker's compensation and severance pay.
- Welfare assistance payment.
- · Alimony and child support payments.
- All regular pay, special pay and allowances of a member of the Armed Forces.
- Earnings equal to \$480 for each working, full time student 18 years or older (excluding the head of household or spouse).
- Income from assets, such as cash, equity, stocks, etc. (See Attachment B for a detailed list of
 assets considered) NOTE: There is no maximum amount of assets that can be owned by the
 household, only a maximum of income that can be earned from those assets).

Income not included:

- Income from employment of children (including foster children) under the age of 18 years.
- · Payments received for the care of foster children or foster adults.
- Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains and settlement for personal of property losses.

- The full amount of student financial assistance paid directly to the student or to the educational institution.
- Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household or spouse).

PROCEDURE FOR DETERMINING INCOME

- The client fills out a self-certification form that includes demographic, household, income and
 asset information (Attachment C). The client shall include any household income that falls
 under the Part 5 income definition. The client attests, via signature, that all information
 provided is true and that he/she may be asked to verify the information at any time.
- 2. The client must submit appropriate income documentation that supports the self-reported household income (see chart below for what is considered appropriate documentation).
- The provider compares the client's household income to current HUD income limits and documents eligibility for CDBG-funded services. All clients served must have household income at or below 80% of AMI.

TYPE OF INCOME	REQUIRED DOCUMENTATION		
Wages	Two months of most recent pay stubs.		
Self-Employment	Two years of self-employment income (IRS Schedule C) or 1040 tax form.		
Social Security or Supplemental Security Income	Most recent benefit statement from the Social Security Administration.		
Unemployment Compensation or Worker's Compensation	Copy of most recent benefit statement.		
Retirement Account (401K, 403B, 457, CD or IRA)	Most recent retirement account statement.		
Child Support or Alimony	Court order showing monthly payment, or most recent statement from enforcement agency.		

RESIDENCY REQUIREMENT

To ensure that the microenterprise program benefits the City of Clovis community, clients who receive CDBG-funded assistance must also meet a residency requirement, defined as at least one of the following:

- · Be a resident of the City of Clovis who would like to start a new business; or
- Own an existing business located in the City of Clovis (client may reside elsewhere); or
- Open a new business located in the City of Clovis (client may reside elsewhere).

ATTACHMENT A 24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Inclusions:

General Category	(Last Modified: January 2005)
Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except for certain exclusions, listed in Income Exclusions, number 14).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for certain exclusions, listed in Income Exclusions, number 3).
6. Welfare Assistance	Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income: • Qualify as assistance under the TANF program definition at 45 CFR 260.31; and • Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: • the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus: • the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day, and allowances of a member of the Armed Forces (except as provided in number 8 of Income Exclusions).

Part 5 Exclusions:

General Category	(Last Modified: January 2005)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except for certain exclusions, listed in Income Inclusions, number 5).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR5.403).

6. Income from a Disabled Member	Certain increase in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671 (a)).					
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution					
8. "Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.					
9. Self-Sufficiency Program Income	 a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set side for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving s a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program. 					
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).					
11. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.					
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).					
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.					
14. Social Security & SSI Income	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.					
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.					
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.					
17. Other Federal Exclusions	Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of income sources that qualify for that exclusion:					
	 The value of the allotment provided to an eligible household under the Food Stamp Act of 1977; Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through AmeriCorps, VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions); 					
	Payments received under the Alaskan Native Claims Settlement Act;					
	Income derived from the disposition of funds to the Grand River Band of Ottawa Indians;					
	Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;					
	Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.					
	Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);					
	The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands;					
	Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards					

- under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs;
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the <u>In Re Agent Orange</u> product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps).
- Payments by the Indians Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Services Act of 1990;
- Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

ATTACHMENT B PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

Part 5 asset inclusions and exclusions.

Inclusions

- Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings
 accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets
 held in foreign countries are considered assets.
- 2. Cash value of revocable trusts available to the applicant.
- 3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
- 4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
- 5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
- 6. Retirement and pension funds.
- 7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
- 8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
- 9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
- 10. Mortgages or deeds of trust held by an applicant.

Exclusions

- 1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
- 2. Interest in Indian trust lands.
- 3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
- 4. Equity in cooperatives in which the family lives.
- 5. Assets not accessible to and that provide no income for the applicant.
- 6. Term life insurance policies (i.e., where there is no cash value).
- 7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C CDBG MICROENTERPRISE PROGRAM - CLIENT INCOME VERIFICATION FORM

Client Information (PLEASE PRINT LEGIBLY):

Applicant Name: Co-Applicant Name:					
Home Address:					
Primary Phone: Email A	ddress:				
Race of Applicant (please check all that apply):	Ethnicity of Applicant (please select one):				
American Indian or Alaska Native	Hispanic				
Asian	Non-Hispanic				
Black or African American					
Native Hawaiian or Other Pacific Islander					
White					
Other:					

NAME (List <u>all</u> household members, including yourself. Attach another page if necessary)	AGE	FULL- TIME STUDENT AGE 18 OR OLDER?	GROSS ANNUAL INCOME	SOURCE OF INCOME (i.e., wages, self-employment, social security, retirement, etc.)

Household Assets:			
ASSET TYPE (i.e. cash, equit	y, stocks, etc.)	CURRENT CASH VALUE	ACTUAL ANNUAL INCOME FROM ASSET
	11		
A TOTAL ACTUAL INCOME FROM	M ASSETS:		\$
B TOTAL CASH VALUE OF ASSET	S:		\$
C IF LINE B IS GREATER THAN \$5	5,000, MULTIPLY B	Y 2% AND ENTER RESU	LTS HERE: \$
2. TOTAL INCLUDED (the greater of line		T INCOME: \$	
3. TOTAL ANNUAL IN (the sum of lines 1		\$	
	CERTIFIC (Please read b		
Assistance under this program is so the U.S. Code, it is a felony for statements to any department of under penalty of perjury, that all in and belief, and I acknowledge that	any person to I the United States of formation on this	knowingly and willingly Government. By sign application is correct to	y make false or fraudule ning this Document, I certi to the best of my knowled
Print Name (applicant)	Signature		Date
Print Name (co- applicant)	Signature		Date
 Staff Reviewer	Signature		Date



AGENDA ITEM NO: CC-D-1

City Manager:

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO:

Mayor and City Council

FROM:

Finance Department

DATE:

July 17, 2017

SUBJECT: Receive and File - Investment Report for the Month May 2017

Exhibits:

(A) Distribution of Investments

(B) Monthly Investment Transactions

(C) Certificates of Deposit

(D) Graph of May 31, 2017 Treasury Rates

Attached is the Investment Report for the month of May 2017. Shown in Exhibit A is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Exhibit B reflects the monthly investment transactions for the month of May 2017. Exhibit C lists the certificates of deposit. Exhibit D is a graph of Treasury rates on May 31, 2017.

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

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

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90 day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates the City of Clovis portfolio return may be less than that of the annualized 90 day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90 day Treasury bill. The current 90 day Treasury bill rate (annualized) is 0.49%. The rate of return for the City of Clovis portfolio is 1.02%. The goal for the City of Clovis investment return is 120% of the 90 day Treasury bill rate. The current rate of return is 208% of the Treasury bill rate.

In accordance with the Investment Policy the investment period on each investment does not exceed three years and can be extended to five years with the City Manager's approval. As of May 2017 the average investment life of the City's investment portfolio is 0.80 years.

Current Investment Environment and Philosophy

During the month of May 2017 the Federal Reserve did not adjust the federal funds rate and it remained at 0.75 - 1.00%.

On May 31, 2017 the Treasury yield curve shows a steady increase that is only slightly more pronounced at the interval between three and ten years.

Certificates of Deposit (CD's)

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

Purchases and Maturities

- 3 government securities totaling \$850,000.00 were purchased.
- No government securities were called or matured.
- No certificates of deposit were purchased.
- 2 certificates of deposit totaling \$490,000.00 were called or matured.

Market Environment

- During May, the federal funds rate was maintained at .75% 1.00%.
- On May 31, the yield curve increased steadily for shorter term treasuries (through six months) and shows larger increases beyond six month treasuries. See Exhibit D, Graph of Treasury Rates on May 31, 2017.

Prepared by: Haley Lynch, Deputy Finance Director

Submitted by: Jay Schengel, Finance Director

CITY OF CLOVIS DISTRIBUTION OF INVESTMENTS AS OF MAY 31, 2017

Exhibit A

	COST	NET BOOK VALUE	MARKET VALUE *	YIELD TO MATURITY	STATED INTEREST RATE	INVEST DATE	MATURITY DATE	DAYS TO MATURITY FROM 5/31/2017
GOV'T SECURITIES								
FHLMC	3,007,944	3,007,944	3,000,120	1.000%	1.000%	12/01/15	07/28/17	58
FHLB	3,015,870	3,015,870	2,999,610	1.125%	1.125%	07/02/15	12/08/17	191
FNMA	2,998,479	2,998,479	2,989,440	0.875%	0.875%	09/29/15	05/21/18	355
FNMA	3,018,480	3,018,480	2,992,650	1.125%	1.125%	06/09/16	12/14/18	562
FHLB	3,000,000	3,000,000	2,982,750	1.250%	1.250%	04/29/16	04/29/19	698
FFCB	3,007,560	3,007,560	2,979,660	1.300%	1.300%	06/09/16	06/06/19	736
FNMA	3,006,150	3,006,150	2,986,530	1.250%	1.250%	07/13/16	06/28/19	758
FNMA	3,002,400	3,002,400	2,979,030	1.125%	1.125%	07/26/16	07/26/19	786
FNMA	3,000,000	3,000,000	2,981,100	1.250%	1.250%	11/16/16	11/15/19	898
FHLMC	3,000,000	3,000,000	2,987,760	1.300%	1.300%	11/28/16	11/27/19	910
FNMA	3,000,000	3,000,000	3,000,180	1.700%	1.700%	12/30/16	12/30/19	943
FFCB	994,500	994,500	994,990	1.400%	1.400%	03/30/17	02/24/20	999
FHLB	1,008,597	1,008,597	1,010,630	1.875%	1.875%	03/22/17	03/13/20	1,017
FNMA	3,007,770	3,007,770	3,005,100	1.800%	1.800%	05/02/17	04/27/20	1,062
FNMA	3,006,210	3,006,210	3,004,260	1.700%	1.700%	05/02/17	04/27/20	1,062
FHLMC SECURITIES TOTAL	2,498,750 \$ 43,572,710	2,498,750 \$ 43,572,710	2,500,125 \$43,393,935	1.550%	1.550%	05/25/17	05/22/20	1,087
LAIF		\$ 64,409,669	\$ 64,409,669					
MONEY MARKET		\$ 9,691,963	\$ 9,691,963					
TOTAL CD'S		\$ 13,789,000	\$ 13,775,003					
TOTAL INVESTMENTS		\$ 131,463,342	\$ 131,270,570					
* Market values for securi	ties obtained from	US Bank.						

CITY OF CLOVIS MONTHLY INVESTMENT TRANSACTIONS FOR THE MONTH OF MAY 2017

Exhibit B

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
NBT BANK	CD	Maturity	(245,000)	(245,000)	1.000%	05/15/17	05/15/17
FRANKLIN SYNERGY	CD	Maturity	(245,000)	(245,000)	0.900%	05/17/17	05/17/17

PORTFOLIO DATA

Current Month (5/17)

		Book	Market
CD'S	\$	13,789,000	\$13,775,003
Gov't Securities*		43,572,710	43,393,935
LAIF		64,409,669	64,409,669
Money Market		9,691,963	9,691,963
Premium IOC	_	0	0
TOTAL	\$	131,463,342	\$131,270,570

One Month Previous (4/17)

	_	Book	 Market
CD'S	\$	14,279,000	\$14,268,146
Gov't Securities*		35,059,980	34,875,270
LAIF		64,409,669	64,409,669
Money Market		9,691,963	9,691,963
Premium IOC		0	 0
TOTAL	\$	123,440,611	\$ 123,245,048

Six Months Previous (11/16)

	 Book	 Market
CD'S	\$ 15,014,000	\$ 15,070,641
Gov't Securities*	33,066,936	32,874,330
LAIF	50,214,214	50,214,214
Money Market	9,691,963	9,691,963
Premium IOC	0	0
TOTAL	\$ 107,987,113	\$ 107,851,148

*Adjusted Quarterly for Premium/Discount Amortization

Three Months Previous (2/17)

	 Book	 Market
CD'S	\$ 14,769,000	\$14,783,030
Gov't Securities*	36,066,936	35,861,640
LAIF	64,299,746	64,299,746
Money Market	9,691,963	9,691,963
Premium IOC	0	0
TOTAL	\$ 124,827,645	\$ 124,636,379

One Year Previous (5/16)

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

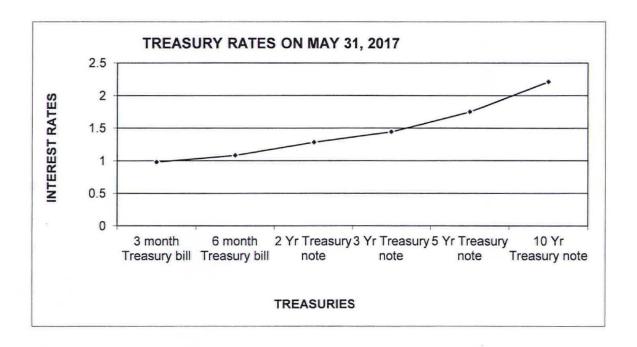
Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 05/31/17	INTEREST FREQUENCY
MERRICK BANK	245,000	245,025	0.900%	06/11/14	06/12/17	12	MONTHLY
NORTHBROOK BANK AND TRUST	245,000	245,051	1.000%	06/27/14	06/27/17	27	SEMI-ANNUALLY
FIRSTRUST	245,000	245,044	1.000%	06/30/15	06/30/17	30	MONTHLY
APPLE BK	245,000	245,115	1.000%	01/13/16	07/13/17	43	SEMI-ANNUALLY
BANK HAPOALIM	245,000	245,105	1.150%	07/17/14	07/17/17	47	SEMI-ANNUALLY
EVERBANK FLORIDA	230,000	230,129	1.250%	06/24/14	07/17/17	47	SEMI-ANNUALLY
AMERICAN EXPRESS	245,000	245,157	1.200%	08/07/14	08/07/17	68	SEMI-ANNUALLY
CUSTOMER'S BANK	245,000	245,301	1.350%	09/10/14	09/11/17	103	SEMI-ANNUALLY
CAMBRIDGE TRUST	245,000	245,130	1.050%	07/22/15	09/22/17	114	MONTHLY
CAPITAL ONE BANK	245,000	245,137	1.350%	10/01/14	10/02/17	124	SEMI-ANNUALLY
PINNACLE BANK SCOTTSDALE	245,000	245,243	1.100%	10/30/14	10/30/17	152	MONTHLY
DOLLAR BANK FED	245,000	245,245	1.200%	11/17/14	11/17/17	170	SEMI-ANNUALLY
BANKUNITED	245,000	245,233	1.200%	11/21/14	11/21/17	174	SEMI-ANNUALLY
FLUSHING BANK	245,000	245,292	1.300%	12/12/14	12/12/17	195	MONTHLY
CATHAY BANK	245,000	245,319	1.150%	07/07/15	12/29/17	212	MONTHLY
GUARANTY BANK	245,000	244,731	0.900%	05/15/15	01/16/18	230	MONTHLY
MERCANTILE BANK	245,000	244,931	1.050%	01/30/15	01/30/18	244	MONTHLY
JP MORGAN CHASE	245,000	245,613	1.200%	02/27/15	02/27/18	272	QUARTERLY
CONNECTONE BANK	245,000	245,502	1.150%	03/13/15	03/13/18	286	MONTHLY
WEBBANK CORP	245,000	245,064	1.200%	03/27/15	03/27/18	300	MONTHLY
PEOPLES UNITED	245,000	244,733	1.050%	04/15/15	04/16/18	320	SEMI-ANNUALLY
INVESTORS BANK	245,000	245,451	1.100%	04/30/15	04/30/18	334	SEMI-ANNUALLY
YADKIN BANK	245,000	245,211	1.050%	05/08/15	05/08/18	342	MONTHLY
WORLDS FOREMOST	200,000	200,068	1.300%	05/13/15	05/14/18	348	MONTHLY
B-BAY LLC PROMI	245,000	245,066	1.300%	05/22/15	05/22/18	356	SEMI-ANNUALLY
COMMERCE BANK	245,000	245,042	1.250%	06/18/15	06/18/18	383	MONTHLY
FIRST COMMERCIAL	245,000	244,990	1.250%	06/26/15	06/26/18	391	MONTHLY
ENERBANK	245,000	245,385	1.400%	07/14/15	07/13/18	408	MONTHLY
WELCH STATE BANK	245,000	245,627	1.350%	07/17/15	07/17/18	412	MONTHLY
CAPITAL ONE N.A.	245,000	245,897	1.650%	07/29/15	07/30/18	425	SEMI-ANNUALLY
FIRST BUSINESS	245,000	245,328	1.400%	08/18/15	08/17/18	443	SEMI-ANNUALLY
BUCKS COUNTY BANK	245,000	246,191	1.300%	08/31/15	08/31/18	457	MONTHLY
WASHINGTON COUNTY	129,000	129,641	1.250%	09/23/15	09/24/18	481	MONTHLY
KEY BANK	245,000	246,161	1.300%	11/12/15	11/13/18	531	SEMI-ANNUALLY
WELLS FARGO BANK	245,000	245,980	1.400%	11/12/15	11/13/18	531	MONTHLY
GOLDMAN SACHS BK	245,000	246,864	1.750%	01/13/16	01/14/19	593	SEMI-ANNUALLY
FIRST SAVINGS BANK	245,000	244,192	1.250%	02/19/16	02/19/19	629	MONTHLY
FIRST WESTERN	245,000	245,799	1.150%	02/26/16	02/26/19	636	MONTHLY
KATAHDIN TRUST	245,000	245,120	1.200%	02/26/16	02/26/19	636	MONTHLY
BRYN MAWR TR	245,000	244,838	1.200%	03/30/16	03/29/19	667	MONTHLY
PRIVATE BANK	245,000	244,089	1.100%	05/20/16	05/20/19	719	SEMI-ANNUALLY
HORIZON BANK	245,000	243,354	1.100%	05/25/16	05/24/19	723	MONTHLY
QUANTUM NATIONAL BANK	245,000	243,221	1.150%	06/22/16	06/21/19	751	QUARTERLY
DISCOVER BANK	245,000	243,214	1.200%	07/01/16	07/01/19	761	SEMI-ANNUALLY
NORTHERN BANK TRUST	245,000	243,087	1.100%	07/12/16	07/12/19	772	QUARTERLY
WEX BANK	245,000	242,295	1.200%	08/12/16	08/12/19	803	SEMI-ANNUALLY
FNB OF MCGREGOR	245,000	242,339	1.100%	08/18/16	08/19/19	810	MONTHLY
ALLY BANK	245,000	242,018	1.300%	09/15/16	09/16/19	838	SEMI-ANNUALLY
ATLANTIC	245,000	241,898	1.200%	09/30/16	09/30/19	852	MONTHLY
MORTON COMMUNITY BANK	245,000	243,780	1.500%	12/15/16	12/16/19	929	MONTHLY
SALLIE MAE	245,000	245,162	1.750%	01/11/17	01/13/20	957	SEMI-ANNUALLY
STEARNS BANK	245,000	244,047	1.600%	02/10/17	02/10/20	985	SEMI-ANNUALLY
CRESCENT BANK	245,000	243,697	1.550%	02/15/17	02/14/20	989	MONTHLY
PYRAMAX BANK	245,000	243,996	1.600%	02/17/17	02/18/20	993	MONTHLY
AMERICAN EXPRESS	245,000	245,711	1.900%	04/17/17	04/06/20	1,041	MONTHLY
FIRST BANK	245,000	243,574	1.600%	04/17/17	04/20/20	1,055	MONTHLY
ION BANK	245,000	243,574	1.600%	04/17/17	04/20/20	1,055	MONTHLY
Negotiable CD TOTA		\$ 13,775,003					
CD TOTAL	\$ 13,789,000	\$ 13,775,003					

CITY OF CLOVIS FINANCE DEPARTMENT MAY 31, 2017 TREASURY RATES

Exhibit D

Treasury Rates as of May 31, 2017

3 month Treasury bill	0.98
6 month Treasury bill	1.08
2 Yr Treasury note	1.28
3 Yr Treasury note	1.44
5 Yr Treasury note	1.75
10 Yr Treasury note	2.21



As indicated in the above graph, treasuries climb at a steady pace with an increase that is only slightly more pronounced at the interval between 3 years and 10 years.



AGENDA ITEM NO: CC-D-2

City Manager: 15

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO:

Mayor and City Council

FROM:

Finance Department

DATE:

July 17, 2017

SUBJECT: Receive and File - Treasurer's Report for the Month of May 2017

ATTACHMENTS: (A)

Statement of Cash Balances

(B) Summary of Investment Activity

Investments with Original Maturities Exceeding One Year (C)

Attached for the Council's information is the Treasurer's Report for the month ended May 31. 2017.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements and fund balances. The first page of the report provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. The second page of the report summarizes the investment activity for the month and distribution, by type of investment, held by the City. The third page lists all investments with original maturities exceeding one year as of the month ended May 31, 2017.

Prepared by: Haley Lynch, Deputy Finance Director

Submitted by: Jay Schengel, Finance Director

CITY OF CLOVIS STATEMENT OF CASH BALANCES AS OF MAY 31, 2017

	Previous Balance Deposits	\$ 48,674,049.00 22,177,737.83
	Disbursements	
	dispursements	(16,723,828.95)
(Current Balance	\$ 54,127,957.88
FUNDS		BALANCE
100	General Fund	\$ 11,449,847.51
201	Local Transportation	11,093,110.52
202	Parking and Business Improvements	148,603.48
203	Off Highway Use	66,508.13
205	Senior Citizen Memorial Trust	48,975.54
207	Landscape Assessment District	3,304,542.52
208	Blackhorse III (95-1) Assessment District	126,655.36
275	HCD Block Grant Fund	(657,693.02)
301	Park & Recreation Acquisition	4,678,317.68
305	Refuse Equipment Reserve	1,341,817.59
310	Special Street Deposit Fund	16,989,614.16
313	Successor Agency	(1,056,796.64)
314	Housing Successor Agency	134,795.42
402	1976 Fire Bond Redemption	25,591.17
404	1976 Sewer Bond Redemption Fund	383,230.70
501	Community Sanitation Fund	14,733,293.47
502	Sewer Service Fund	31,386,193.84
504	Sewer Capital Projects-Users	741,846.02
506	Sewer Capital Projects-Developer	(997,872.25)
507	Water Service Fund	43,169,587.73
508	Water Capital Projects-Users	3,014,478.77
509	Water Capital Projects-Osers Water Capital Projects-Developer	1,521,551.92
515	Transit Fund	
		2,531,478.93
540	Planning & Development Services	8,801,700.41
601	Property & Liability Insurance	1,066,017.84
602	Fleet Maintenance	10,343,426.83
603	Employee Benefit Fund	7,964,609.98
604	General Government Services	10,050,501.77
701	Curb & Gutter Fund	150,456.38
702	Sewer Revolving Fund	132,853.44
703	Payroll Tax & Withholding Fund	2,230,514.37
712	Temperance/Barstow Assmt Dist (98-1)	71,069.18
713	Shepherd/Temperance Assmt Dist (2000-1)	8,757.81
715	Supp Law Enforcement Serv	176,522.77
716	Asset Forfeiture	10,660.93
720	Measure A-Public Safety Facility Tax	329,899.65
736	SA Admin Trust Fund	1,421.40
741	SA Debt Service Trust Fund	74,069.89
747	Housing Successor Trust Fund	1,137.98
S	UBTOTALS	\$ 185,591,299.18
999	Invested Funds	 (131,463,341.30)
т	OTAL	\$ 54,127,957.88

CITY OF CLOVIS SUMMARY OF INVESTMENT ACTIVITY FOR THE MONTH OF MAY 2017

Balance of Investments Previous Month End \$ 123,440,611.30

Time Certificates of Deposit Transactions

Investments 0.00 Withdrawals (490,000.00)

Total CD Changes (490,000.00)

Other Changes

Government Securities 8,512,730.00

US Treasury Notes 0.00

Local Agency Investment Fund 0.00

Money Market ______ 0.00

Total Other Changes 8,512,730.00

Balance of Investments Current Month End \$ 131,463,341.30

CITY OF CLOVIS DISTRIBUTION OF INVESTMENTS AS OF APRIL 30, 2017

Insured CD's 13,789,000.00

Government Securities 43,572,709.72

US Treasury Notes 0.00

Local Agency Investment Fund 64,409,668.75

Money Market 9,691,962.83

Investment Total \$ 131,463,341.30

CITY OF CLOVIS ORIGINAL MATURITIES EXCEEDING ONE YEAR AS OF MAY 31, 2017

		Investment		
		Balance At		Stated
Institution	Face Value	Amortized Cost	Maturity	Rate
FHLMC-GOVT SEC	\$3,000,000	\$3,007,944	07/28/17	1.000%
FHLB-GOV SEC	\$3,000,000	\$3,015,870	12/08/17	1.125%
FNMA-GOVT SEC	\$3,000,000	\$2,998,479	05/21/18	0.875%
FNMA-GOVT SEC	\$3,000,000	\$3,018,480	12/14/18	1.125%
FHLB-GOV SEC	\$3,000,000	\$3,000,000	04/29/19	1.250%
FFCB-GOVT SEC	\$3,000,000	\$3,007,560	06/06/19	1.300%
FNMA-GOVT SEC	\$3,000,000	\$3,006,150	06/28/19	1.250%
FNMA-GOVT SEC	\$3,000,000	\$3,002,400	07/29/19	1.250%
FNMA-GOVT SEC	\$3,000,000	\$3,000,000	11/15/19	1.250%
FHLMCMTN-GOVT SEC	\$3,000,000	\$3,000,000	11/27/19	1.300%
FNMA-GOVT SEC	\$3,000,000	\$3,000,000	12/30/19	1.700%
FFCB-GOVT SEC	\$1,000,000	\$994,500	02/24/20	1.400%
FHLB-GOV SEC	\$1,000,000	\$1,008,597	03/12/20	1.875%
FNMAMTN-GOVT SEC	\$3,000,000	\$3,007,770	04/27/20	1.800%
FNMAMTN-GOV SEC	\$3,000,000	\$3,006,210	04/27/20	1.700%
FHLMCMTN-GOVT SEC	\$2,500,000	\$2,498,750	05/22/20	1.550%



AGENDA ITEM NO: CC-F-1

City Manager:

M.

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: July 17, 2017

SUBJECT: Approval - Res. 17-, Final Map for Tract 6127, located on the

northeast area of Leonard Avenue and Barstow Avenue. (Woodside

Homes)

ATTACHMENTS: (A) Res. 17-

(B) Vicinity Map

(C) Copy of Final Map

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 17-__, which will:

- Accept the offer of dedication of street and public utility easements within Tract 6127, and;
- Authorize recording of the final map.

EXECUTIVE SUMMARY

The owner, Woodside 06N, LP, acting as the subdivider, has submitted a final map. The improvement plans are being processed by City staff. The improvements to be installed include curb, gutter, sidewalk, street paving, sanitary sewers, water mains, and a trail. The subject tract is located on the northeast corner of Barstow and

Leonard Avenues. It contains approximately 12.39 acres and consists of 52 units, zoned R-1.

FISCAL IMPACT

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

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

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

Prepared by:

Nicholas Torstensen, Assistant Engineer

Submitted by:

Michael Harrison City Engineer Recommended by:

Dwight Kroll, AICP Director of Planning And Development

Services

T6127 Final Map

7/10/2017 2:22:36 PM

Page 2 of 4

RESOLUTION 17-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6127

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6127, by The City of Clovis, a Municipal Corporation, and

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

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

- The final map of Tract 6127, consisting of three (3) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.
- Approval of the Subdivision improvement plans for said tract, consisting of Forty-two (42) sheets are being completed by City Staff.
- 3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of \$2,307,386.00.
- 4. The offer and dedication for public use of the parcels, streets and easements specified on said map are accepted by the City of Clovis and the City Clerk is authorized and directed to execute said subdivision map.
- 5. This Council finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable general and specific plans of the City of Clovis.
- Improvement Security, as provided hereunder and in said Subdivision
 Agreement, is fixed at one hundred percent (100%) or the sum of \$996,000.00 for

guaranteeing specific performance of said agreement and fifty percent (50%) or the sum of \$498,000.00 for payment of labor and materials furnished by contractors, subcontractors, labormen and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.

7. Subdivider shall furnish a bond in the sum of \$230,700.00 being the amount determined by the City Council of the City as necessary for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the tract against any defective work or labor done, or defective materials furnished. Said bond is required to be furnished prior to acceptance of the tract by the City Council.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 17, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

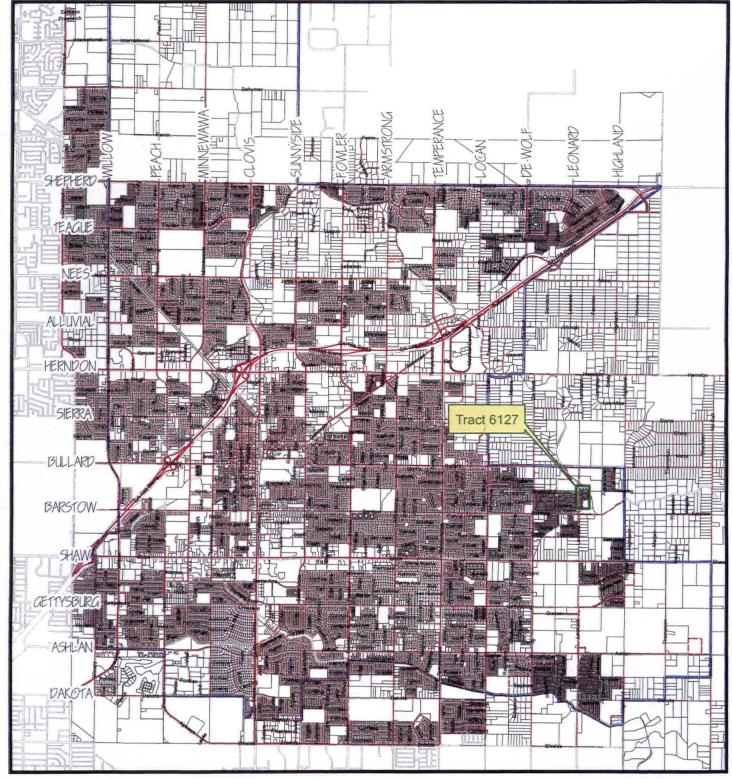
DATED:

Mayor

City Clerk

VICINITY MAP

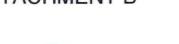
Tract 6127





ATTACHMENT B

CITY LIMITS SPHERE OF INFLUENCE





|" = 5500'

OWNER'S STATEMENT:				
THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY WITHIN THIS SUBDIVISION, HERBY CONSENT TO THE MAP AND OFFER FOR DEDICATION FOR PUBLIC USE ON SAID MAP AS INTENDED FOR PUBLIC USE FOR T	THE PARCELS AND EASEMENTS SPECIFIED			
WOODSIDE OGN, LP, A CALIFORNIA LIMITED PARTNERSHIP				
BY: WDS GP, INC., A CALIFORNIA CORPORATION, ITS	GENERAL PARTNER			
BY:				
CHRIS WILLIAMS, VICE PRESIDENT NOTARY ACKNOWLEDGMENTS:				
	NO THE CERTIFICATE VERICES ONLY THE			
A NOTARY PUBLIC OR OTHER OFFICER COMPLETI IDENTITY OF THE INDIVIDUAL WHO SIGNED THE D ATTACHED AND NOT THE TRUTHFULNESS. ACCUR	OCUMENT TO WHICH THIS CERTIFICATE IS			
STATE OF CALIFORNIA COUNTY OF FRESNO				
ON 2017 BEFORE ME PERSONALLY APPEARED CHRIS WILLIAMS, WHO PI EVIDENCE TO BE THE PERSON WHOSE NAME IS SACKNOWLEDGED TO ME THAT HE EXECUTED THE BY HIS SIGNATURE ON THE INSTRUMENT THE PEI THE PERSON ACTED, EXECUTED THE INSTRUMENT	SUBSCRIBED TO THE WITHIN INSTRUMENT AND SAME IN HIS AUTHORIZED CAPACITY AND THAT RSON, OR THE ENTITY UPON BEHALF OF WHICH			
CERTIFY UNDER PENALTY OF PERJURY UNDER				
THE FOREGOING PARAGRAPH IS TRUE AND CORRI WITNESS MY HAND.	EUI.			
WINESS MY HAND.				
PRINT NAME	SIGNATURE			
No. 2 Company of the	COUNTY OF:			
COMMISSION NUMBER:	MENT A SES TITLE HOLDER			
FRESNO IRRIGATION DISTRICT, AN EASE				
THE FRESNO IRRIGATION DISTRICT, A CALIFORNIA	IRRIGATION DISTRICT			
RYAN JACOBSON PRESIDENT	GARY SERRATO SECRETARY			
NOTARY ACKNOWLEDGMENTS:				
A NOTARY PUBLIC OR OTHER OFFICER COMPLETI IDENTITY OF THE INDIVIDUAL WHO SIGNED THE D ATTACHED AND NOT THE TRUTHFULNESS, ACCUR	OCUMENT TO WHICH THIS CERTIFICATE IS			
STATE OF CALIFORNIA COUNTY OF FRESNO				
ON, 2017 BEFORE ME	, NOTARY PUBLIC,			
PERSONALLY APPEARED RYAN JACOBSON, WHO E EVIDENCE TO BE THE PERSON WHOSE NAME IS S ACKNOWLEDGED TO ME THAIT HE EXECUTED THE BY HIS SIGNATURE ON THE INSTRUMENT THE PER THE PERSON ACTED, EXECUTED THE INSTRUMENT	PROVED TO ME ON THE BASIS OF SATISFACTORY UBSCRIBED TO THE WITHIN INSTRUMENT AND SAME IN HIS AUTHORIZED CAPACITY AND THAT RSON, OR THE ENTITY UPON BEHALF OF WHICH			
I CERTIFY UNDER PENALTY OF PERJURY UNDER	THE LAWS OF THE STATE OF CALIFORNIA THAT			
THE FOREGOING PARAGRAPH IS TRUE AND CORRI	ECT.			
WITNESS MY HAND.				
PRINT NAME	SIGNATURE			
MY COMMISSION EXPIRES:	COUNTY OF:			
COMMISSION NUMBER:				
NOTARY ACKNOWLEDGMENTS:				
NOTANT ACKNOWLEDGIVIENTS.				
A NOTARY PUBLIC OR OTHER OFFICER COMPLETI IDENTITY OF THE INDIVIDUAL WHO SIGNED THE D ATTACHED AND NOT THE TRUTHFULNESS, ACCUR	NG THIS CERTIFICATE VERIFIES ONLY THE OCUMENT TO WHICH THIS CERTIFICATE IS			
A NOTARY PUBLIC OR OTHER OFFICER COMPLETI IDENTITY OF THE INDIVIDUAL WHO SIGNED THE D	NG THIS CERTIFICATE VERIFIES ONLY THE OCUMENT TO WHICH THIS CERTIFICATE IS			
A NOTARY PUBLIC OR OTHER OFFICER COMPLETI IDENTITY OF THE INDIVIDUAL WHO SIGNED THE D ATTACHED AND NOT THE TRUTHFULNESS, ACCUR- STATE OF CALIFORNIA COUNTY OF FRESNO	NG THIS CERTIFICATE VERIFIES ONLY THE OCCUMENT TO WHICH THIS CERTIFICATE IS PACY, OR VALIDITY OF THAT DOCUMENT			
A NOTARY PUBLIC OR OTHER OFFICER COMPLETI IDENTITY OF THE INDIVIDUAL WHO SIGNED THE D ATTACHED AND NOT THE TRUTHFULNESS, ACCUR-	NG THIS CERTIFICATE VERIFIES ONLY THE OCUMENT TO WHICH THIS CERTIFICATE IS PACY, OR VALIDITY OF THAT DOCUMENT NOTARY PUBLIC, ROVED TO ME ON THE BASIS OF SATISFACTORY SUBSCRIBED TO THE WITHIN INSTRUMENT AND SAME IN HIS AUTHORIZED CAPACITY AND THAT RSON, OR THE ENTITY UPON BEHALF OF WHICH			
A NOTARY PUBLIC OR OTHER OFFICER COMPLETI IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DIATTACHED AND NOT THE TRUTHFULNESS, ACCURATE OF CALIFORNIA COUNTY OF FRESNO ON 2017 BEFORE ME PERSON WHO PERSONALLY APPEARED GARY SERRATO, WHO PERVIDENCE TO BE THE PERSON WHOSE NAME IS SACKNOWLEDGED TO ME THAT HE EXECUTED THE BY HIS SIGNATURE ON THE INSTRUMENT THE PETHE PERSON ACTED, EXECUTED THE INSTRUMENT THE PETHE	NG THIS CERTIFICATE VERIFIES ONLY THE OCUMENT TO WHICH THIS CERTIFICATE IS ACCY, OR VALIDITY OF THAT DOCUMENT . NOTARY PUBLIC, ROVED TO ME ON THE BASIS OF SATISFACTORY SUBSCRIBED TO THE WITHIN INSTRUMENT AND SAME IN HIS AUTHORIZED CAPACITY AND THAT RSON, OR THE ENTITY UPON BEHALF OF WHICH THE LAWS OF THE STATE OF CALIFORNIA THAT			
A NOTARY PUBLIC OR OTHER OFFICER COMPLETI IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DIATTACHED AND NOT THE TRUTHFULNESS, ACCURATE OF CALIFORNIA COUNTY OF FRESNO ON	NG THIS CERTIFICATE VERIFIES ONLY THE OCUMENT TO WHICH THIS CERTIFICATE IS ACCY, OR VALIDITY OF THAT DOCUMENT . NOTARY PUBLIC, ROVED TO ME ON THE BASIS OF SATISFACTORY SUBSCRIBED TO THE WITHIN INSTRUMENT AND SAME IN HIS AUTHORIZED CAPACITY AND THAT RSON, OR THE ENTITY UPON BEHALF OF WHICH THE LAWS OF THE STATE OF CALIFORNIA THAT			
A NOTARY PUBLIC OR OTHER OFFICER COMPLETI IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DIATTACHED AND NOT THE TRUTHFULNESS, ACCURATE OF CALIFORNIA COUNTY OF FRESNO ON 2017 BEFORE ME PERSON WHO PERSONALLY APPEARED GARY SERRATO, WHO PERVIDENCE TO BE THE PERSON WHOSE NAME IS SACKNOWLEDGED TO ME THAT HE EXECUTED THE BY HIS SIGNATURE ON THE INSTRUMENT THE PETHE PERSON ACTED, EXECUTED THE INSTRUMENT THE PETHE	NG THIS CERTIFICATE VERIFIES ONLY THE OCUMENT TO WHICH THIS CERTIFICATE IS ACCY, OR VALIDITY OF THAT DOCUMENT . NOTARY PUBLIC, ROVED TO ME ON THE BASIS OF SATISFACTORY SUBSCRIBED TO THE WITHIN INSTRUMENT AND SAME IN HIS AUTHORIZED CAPACITY AND THAT RSON, OR THE ENTITY UPON BEHALF OF WHICH THE LAWS OF THE STATE OF CALIFORNIA THAT			
A NOTARY PUBLIC OR OTHER OFFICER COMPLETI IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DIATTACHED AND NOT THE TRUTHFULNESS, ACCURSTATE OF CALIFORNIA COUNTY OF FRESNO ON, 2017 BEFORE ME	NG THIS CERTIFICATE VERIFIES ONLY THE OCUMENT TO WHICH THIS CERTIFICATE IS RACY, OR VALIDITY OF THAT DOCUMENT NOTARY PUBLIC, ROVED TO ME ON THE BASIS OF SATISFACTORY SUBSCRIBED TO THE WITHIN INSTRUMENT AND SAME IN HIS AUTHORIZED CAPACITY AND THAT RSON, OR THE ENTITY UPON BEHALF OF WHICH STATE OF CALIFORNIA THAT ECT.			
A NOTARY PUBLIC OR OTHER OFFICER COMPLETI IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DIATTACHED AND NOT THE TRUTHFULNESS, ACCURATE OF CALIFORNIA COUNTY OF FRESNO ON	NG THIS CERTIFICATE VERIFIES ONLY THE OCUMENT TO WHICH THIS CERTIFICATE IS RACY, OR VALIDITY OF THAT DOCUMENT . NOTARY PUBLIC, ROVED TO ME ON THE BASIS OF SATISFACTORY SUBSCRIBED TO THE WITHIN INSTRUMENT AND SAME IN HIS AUTHORIZED CAPACITY AND THAT RSON, OR THE ENTITY UPON BEHALF OF WHICH THE LAWS OF THE STATE OF CALIFORNIA THAT			

COMMISSION NUMBER:

FINAL MAP OF

NO.

A PLANNED UNIT DEVELOPMENT

PHASE 1 OF VESTING TENTATIVE TRACT NO. 6127 IN THE CITY OF CLOVIS, FRESNO COUNTY, CALIFORNIA SURVEYED AND PLATTED IN SEPTEMBER 2015 BY YAMABE & HORN ENGINEERING, INC.

> CONSISTING OF 3 SHEETS SHEET 1 OF 3

LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH 210.50 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, THE SOUTH 210.30 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST DUARTER OF SECTION 12, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, IN THE CITY OF CLOWS, COUNTY OF FRESNO, STATE OF CALIFORNIA, LYING SOUTHWESTERLY OF THE CENTERLINE OF THE ENTERPRISE CANAL.

TOGETHER WITH PARCELS 1 AND 2 OF PARCEL MAP NO. 3473, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 25 OF PARCEL MAPS AT PAGES 79 AND 80, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID PARCEL 2, CONVEYED TO THE CITY OF CLOVIS FOR PUBLIC STREET PURPOSES BY THE GRANT DEED RECORDED JUNE 2, 2014 AS DOCUMENT NO. 2014-0064450, OFFICIAL RECORDS FRESNO COUNTY.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF SAID PARCEL 2, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE SOUTH 13'58'15" EAST, 2.75 FEET ALONG THE EASTERLY LINE OF SAID PARCEL 2, TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID EASTERLY LINE ALSO BEING THE CENTERLINE OF THE ENTERPRISE CANAL; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF SAID PARCEL 2, THE FOLLOWING TWO COURSES:

THE FOLLOWING TWO COURSES:

1) SOUTH 13/58/15' EAST, 127.32 FEET; THENCE

2) SOUTH 61/27/14" EAST, 412.38 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2, SAID SOUTHEAST CORNER ALSO
BEING THE INTERSECTION OF SAID ENTERPRISE CANAL WITH THE CENTERLINE OF THE JEFFERSON CANAL; THENCE WESTERLY
ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, ALSO BEING THE CENTERLINE OF SAID JEFFERSON CANAL, THE FOLLOWING THREE COURSES:

- SOUTH 83'18'18" WEST. 448.50 FEET; THENCE SOUTH 77'31'26" WEST. 89.74 FEET; THENCE SOUTH 67'01'47" WEST. 92.99 FEET; THENCE

3) SOUTH 67'01'47" WEST, 92.99 FEET; THENCE
NORTH 22'58'13" WEST, 20.00 FEET; THENCE NORTH 0'24'46" EAST, 124.33 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY, 28.93 FEET ALONG SAID CURVE
THROUGH A CENTRAL ANGLE OF 82'53'32"; THENCE NORTH 83'18'18" EAST, 9.73 FEET ALONG A TANGENT LINE TO LAST
SAID CURVE; THENCE NORTH 6'41'42" WEST, 38.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE
NORTHEAST HAVING A RADIUS OF 20.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS
SOUTH 6'41'42" EAST; THENCE NORTHMESTERLY, 33.90 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL
ANGLE OF 97'06'28"; THENCE NORTHMESTERLY, 33.90 FEET ALONG A TANGENT LINE TO LAST SAID CURVE, TO THE
BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 20.00 FEET; THENCE
NORTHEASTERLY, 28.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82'53'32"; THENCE
NORTHEASTERLY, 28.93 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82'53'32"; THENCE

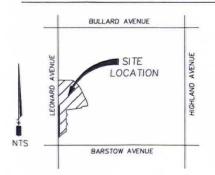
NORTH 83"8"8" EAST, 9.73 FEET ALONG A TANGENT LINE TO LAST SAID CURVE; THENCE
NORTH 6'41'42" WEST, 38.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A
RADIUS OF 20.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 6'41'42" EAST; THENCE NORTHWESTERLY, 33.90 FEET ALONG SAID NON-TANCENT CURVE THROUGH A CENTRAL ANGLE OF 97'06'28"; THENCE NORTH 0'24'46" EAST, 78.12 FEET ALONG A TANGENT LINE TO LAST SAID CURVE; THENCE

NORTH 0724-46" EAST, 78.12 FEET ALONG A TANCENT LINE TO LAST SAID CURVE; THENCE NORTH 8318-18" EAST, 353.17 FEET; THENCE NORTH 8318-18" EAST, 353.17 FEET; THENCE NORTH 8725'30" EAST, 38.00 FEET TO THE BEGINNING A RADIAL LINE BEARS NORTH 78"25'30" EAST; THENCE NORTHWESTERLY, 22.43 FEET ALONG SAID NON-TANCENT CURVE THROUGH A CENTRAL ANGLE OF 11"72"21". THENCE NORTH 76"20"22" EAST, 107.59 FEET ALONG SAID NON-TANCENT LINE TO LAST SAID CURVE TO THE BEGINNING OF A NON-TANGENT CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 325.00 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH 76"30"29" EAST, THENCE SOUTHEASTERLY, 9.08 FEET ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 1"36"02"; THENCE NORTH 76"01"52" EAST, 58.94 FEET ALONG A NON-TANGENT LINE TO LAST SAID CURVE TO THE TRUE POINT OF BEGINNING.

THIS LAND IS SUBJECT TO THE FOLLOWING:

- 1. THE EFFECT OF AN INSTRUMENT ENTITLED "BEFORE THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT RESOLUTION PROVIDING FOR THE RECORDATION OF A MAP IDENTIFYING AREAS SUBJECT TO PAYMENT OF DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES," RECORDED JULY 31, 1995 AS DOCUMENT NO. 95092128. OFFICIAL RECORDS FRESNO COUNTY.
- 2. TAXES AND ASSESSMENTS, IF ANY, OF THE FRESNO IRRIGATION DISTRICT.
- AN EASEMENT FOR CANAL AND INCIDENTAL PURPOSES RECORDED AUGUST 13, 1873 IN BOOK J OF DEEDS, PAGE 36, FRESNO COUNTY RECORDS. THE EXACT LOCATION OF THE EASEMENT CAN NOT BE DETERMINED FROM RECORD INFORMATION.
- 4. ANY RIGHTS, INTERESTS, OR EASEMENTS IN FAVOR OF THE PUBLIC, WHICH EXIST OR ARE CLAIMED TO EXIST OVER ANY PORTION OF SAID LAND COVERED BY JEFFERSON AND ENTERPRISE CANALS.
- 5. THE LIEN OF SPECIAL TAX ASSESSED PURSUANT TO CHAPTER 2.5 COMMENCING WITH SECTION 53311 OF THE CALIFORNIA GOVERNMENT CODE FOR COMMUNITY FACILITIES DISTRICT NO. NO. 2004–1, AS DISCLOSED BY NOTICE OF SPECIAL TAX LIEN RECORDED JUNE 23, 2016 AS INSTRUMENT NO. 2016–0080780 OF OFFICIAL RECORDS. A CORRECTION DOCUMENT WAS RECORDED ON JUNE 24, 2016 AS INSTRUMENT NO. 2016–0081840, OFFICIAL RECORDS OF FRESNO COUNTY RECORDS.

VICINITY MAP:



SURVEYOR'S STATEMENT

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

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WOODSIDE HOMES, INC ON ESPITEMBER 29, 2015. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY MILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR MILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETERACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Exp. 12/31/17 /2

HARRY DAVID JAYNE, P.L.S. 7923

CITY ENGINEER'S STATEMENT



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

MICHAEL .	. HARRISON.	P.L.S.	8088
CITY FNO	NEED		

DATE

CITY CLERK'S STATEMENT

DATED		
	MUN HOLT CITY CLEDY	

RECORDER'S CERTIFICATE

DOCUMENT NO	FEE PAID \$ 12.00
FILED THIS DAY OF, 2017,	ATM.
IN VOLUME OF PLATS, AT PAGES THE	ROUGH, FRESNO COUNTY RECORDS
AT THE REQUEST OF FIRST AMERICAN TITLE COMPAN	VY

PAUL DICTOS, C.P.A. FRESNO COUNTY RECORDER

DEPUTY COUNTY RECORDER



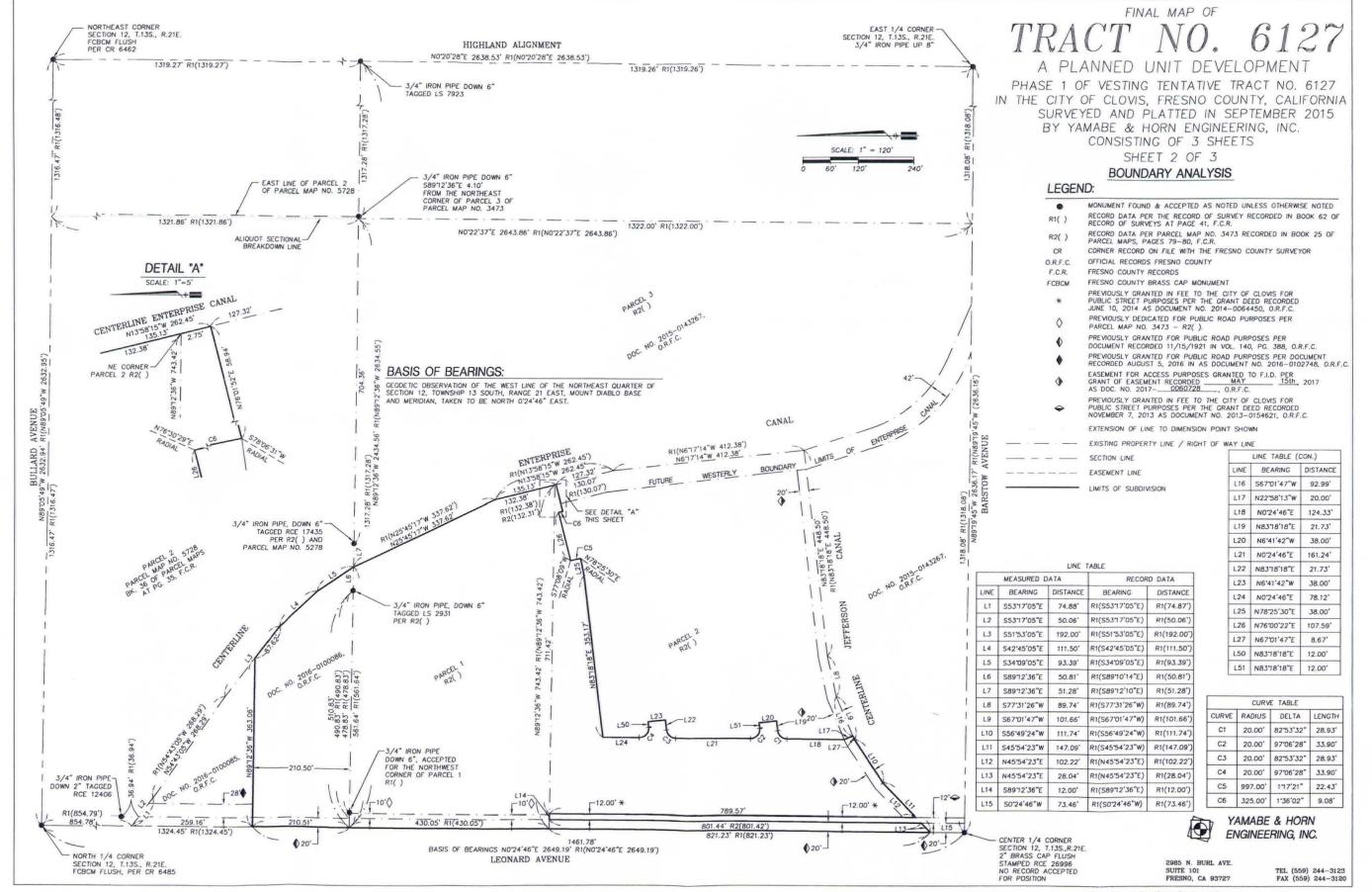
YAMABE & HORN ENGINEERING, INC.

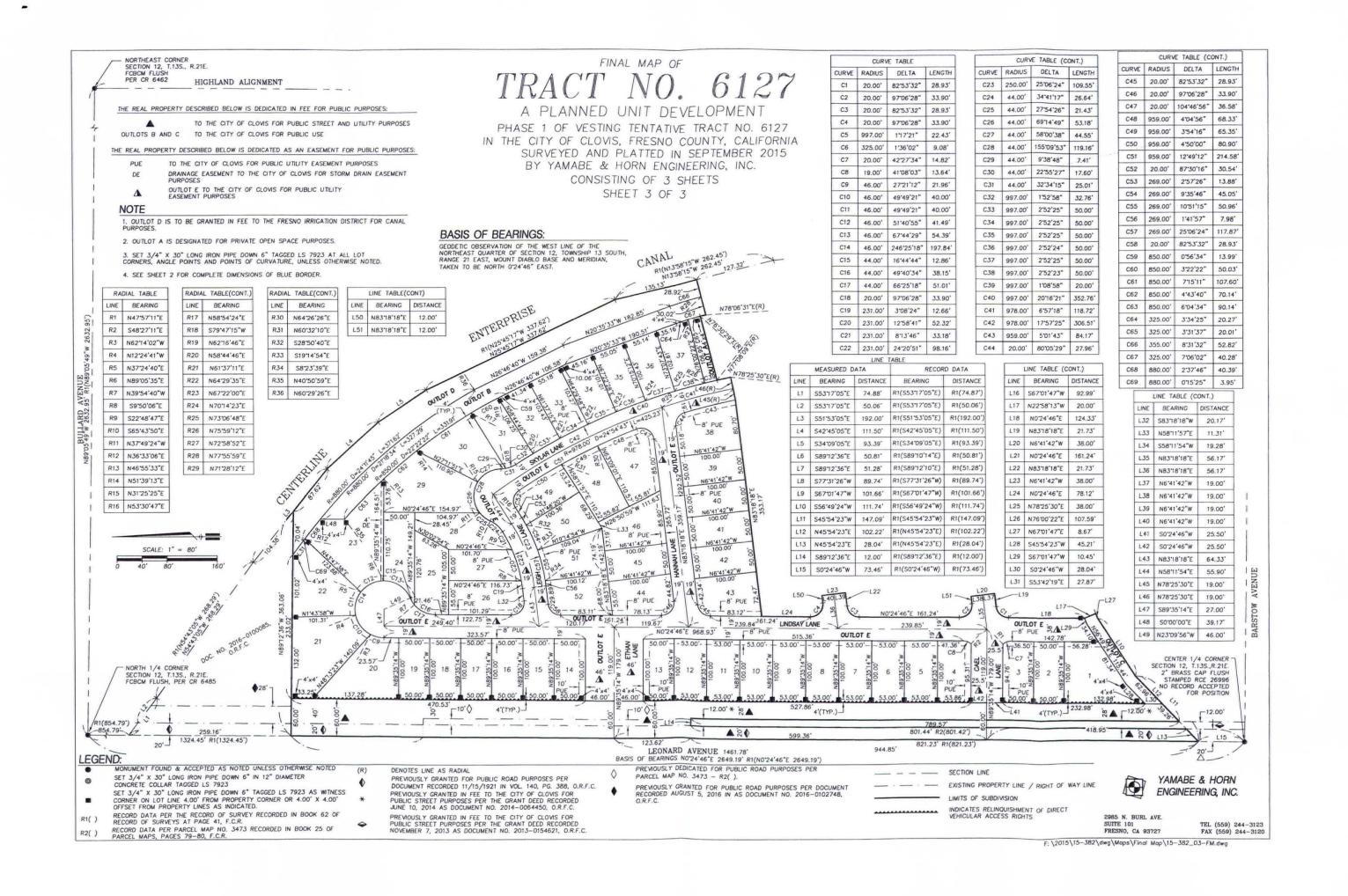
2985 N. BURL AVE SUITE 101 FRESNO, CA 93727

TEL (559) 244-3123

INAL MAP\15-382_01-FM.DWG

Attachment C







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

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO:

Mayor and City Council

FROM:

Planning and Development Services

DATE:

July 17, 2017

SUBJECT: Approval – Resolution No. 17- , Annexation of Proposed Tract 6127, located

on the northeast area of Leonard Avenue and Barstow Avenue to the Landscape

Maintenance District No. 1 of the City of Clovis. (Woodside Homes)

ATTACHMENT:

(A) Res. 17-

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 17-____, that will annex proposed Tract 6127, located on the northeast area of Leonard Avenue and Barstow Avenue to the Landscape Maintenance District No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owner, Woodside 06N, LP, acting as the subdivider, has requested to be annexed to the Landscape Maintenance District No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tentative Tract Map 6127.

City Council Report Tract 6127 LMD Annexation July 17, 2017

BACKGROUND

Woodside 06N, LP, the developer of Tract 6127, has executed a covenant that this development be annexed to the City of Clovis LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks.

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

FISCAL IMPACT

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

Tract 6127	Year to Date

LMD Landscaping added:

1.22 acres

2.416 acres

Resource needs added:

0.122 person

.242 person

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

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

Tract 6127 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by:

Nicholas Torstensen, Assistant Engineer

Submitted by:/

Michael Harrison City Engineer Recommended by:

Dwight Kroll, AICP Director of Planning And Development

Services

City Council Report Tract 6127 LMD Annexation July 17, 2017

RESOLUTION 17-___

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

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

WHEREAS, all of the owners of property proposed to be annexed to the District consisting of proposed Tract No. 6127, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

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

- That the public interest and convenience require that certain property described in Exhibit "A" attached hereto and by reference incorporated herein be annexed into Landscape Maintenance District No. 1 of the City of Clovis for the maintenance and servicing of landscaping facilities.
- 2. The City Clerk shall receive and file the maps showing the boundaries of the areas annexed as set forth in Exhibit "A" which boundaries shall be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 17, 2017, by the following vote, to wit:

Mayor	City Clerk
DATED:	
ABSTAIN:	
ABSENT:	
NOES:	
AYES:	

City Council Report Tract 6127 LMD Annexation July 17, 2017

Exhibit "A"

LOTS 1 THROUG	H 52, INCLUSIVE,	OF TRACT	MAP 6127,	RECORDED	IN VOLUME	, PAGES
THROUGH	OF TRACT MAPS,	FRESNO CO	OUNTY RECOI	RDS.		



AGENDA ITEM NO: CC-H-1

City Manager:

M

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO:

Mayor and City Council

FROM:

Public Utilities Department

DATE:

July 17, 2017

SUBJECT:

Approval – Resolution 17-___, Declaring the City's Intent to Reimburse Expenditures Related to the Purchase of Police and Fire Vehicles and Equipment from Tax Exempt Lease Purchase Financing and Authorize the City Manager to Sign the Lease Purchase Agreement and Related Documents, and Waive the City's Formal Bidding Requirements and Authorize the Purchase of Police and Fire Vehicles from Golden State Fire Apparatus, Future Ford,

Wondries Fleet Group and Elk Grove Auto.

ATTACHMENTS:

- (A) Resolution No. 17-____
- (B) Price Comparison
- (C) Price Quote

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve a resolution declaring the City's intent to reimburse expenditures related to the purchase of Police and Fire vehicles and equipment with proceeds from lease purchase financing and authorize the City Manager to sign the lease purchase agreement, and the related financing documents, and approve waiving the City's formal bidding requirements and authorize the purchase of Police and Fire vehicles from Golden State Fire Apparatus, Future Ford, Wondries Fleet Group and Elk Grove Auto.

EXECUTIVE SUMMARY

The Police Department has a need to replace an assortment of police vehicles. Patrol vehicles, vans and pickups are available on the State Contract through Downtown Ford or Folsom Ford or Elk Grove Auto depending on the make and models desired. Wondries Fleet Group has Explorers available on the NJPIA contract. Staff will contact the local vendors to see if they can match the contract prices and if so will purchase from them. Used vehicles will be purchased through Future Ford. The total cost of the vehicles and required equipment which includes new computers, outfitting and decals will not exceed \$330,000.

The Fire Department has a need to replace a fire engine that is a 2003 Pierce Quantum Fire Engine. This apparatus will go into backup service for a minimum of 5 years and a 1996 Pierce Quantum will go out of service. The cost of the engine with a prepayment discount is \$689,860. With the necessary tools and equipment for the engine the total cost will not exceed \$795,000. Due to the desire to maintain standardization in the Fire Department's apparatus, Pierce apparatus is specified and Golden State Fire Apparatus is the distributor for Pierce.

Because neither the Police nor the Fire Department has funding accumulated to purchase these vehicles, lease purchase financing is recommended. The lease purchase structure is also appropriate for this purchase due to the attractive interest rates available for tax-exempt financings. Per IRS regulations, in order to pay the invoices prior to lease funding becoming available, the Council will need to approve an "Intent to Reimburse Resolution" to keep the exempt status of the financing.

BACKGROUND

The Clovis Fire Department staffs a fleet of fire engines and fire trucks. There are four front-line engines and one-front line truck. Each apparatus has a reserve apparatus to serve when the primary apparatus is out of service for maintenance or repair. This is in compliance with national standards for fire service fleets.

The Department's standard for fleet replacement, which was adopted by the City of Clovis in the mid-1990's and has been incorporated into the fire department's accreditation plan that was approved by the Center for Public Safety Excellence, has been to use apparatus for fifteen years as front-line service and then place them in reserve for five years for a twenty-year service life. The City bought an engine in 2002 (delivered in 2003) and is now the oldest front-line engine in service and it is due for replacement next year. This puts the City on a regular cycle of purchasing replacement for "front-line apparatus" approximately every three years, which makes future apparatus purchases simple to forecast.

The chassis model of this apparatus (Pierce Quantum) remains consistent with the standard the Department established in 1996. Since that time, the Fire Department has continued efforts to standardize all of the new fire apparatus chassis, engines, transmissions and main fire pumps. This effort and approach has served to increase firefighter safety, reduce training time and reduce fleet maintenance costs and required parts inventory. The cost difference between a Quantum chassis and the next lower model is one-tenth of one percent of the purchase price. The cost is worth the standardization alone, not to mention the better ergonomics of the design.

The City will make payment to the vendors from the Fleet Capital budget and will then reimburse those funds when financing proceeds are obtained. In order to ensure the financing transaction is tax exempt, IRS regulations require an "Intent to Reimburse Resolution" be approved prior to the expenditure of any funds.

To secure the lease, the City proposes to use the vehicles and related equipment as collateral. The lease purchase proceeds will be used to reimburse the cost for those purchases upon successful funding of the lease.

Upon approval by the City Council, quotes will be requested from several qualified financial institutions. The lowest cost qualifying proposal will be accepted by the City Manager and all related lease documents will be signed by the City Manager.

FISCAL IMPACT

The cost of the fire engine analysis is included in Exhibit B and the payment options are included in Exhibit C. The prepayment at ordering for the fire engine is the most cost effective option. The funding for these purchases was included in the approved 2017-18 Fleet Capital budget. The Fire and Police Departments will make payments to the Fleet Fund beginning in 2018-19 to offset the lease purchase payments.

REASON FOR RECOMMENDATION

The Police and Fire vehicle replacements are necessary due to vehicle age and condition. The purchase prices of the vehicles are competitive and the lease purchase financing will allow for the vehicle acquisition without a large initial capital investment.

ACTIONS FOLLOWING APPROVAL

Staff will prepare purchase orders for the vehicles and the vehicles will be ordered. The Finance Department will secure quotes for the lease purchase financing.

Fire and PD Vehicles 2017

City Council Report Fire and PD Vehicles 2017 July 17, 2017

Prepared by:

Jim Damico, Battalion Chief

Lisa Koehn, Assistant Public Utilities Director

Submitted by:

Lisa Koehn, Assistant Public Utilities Director

Attachment A

RESOLUTION 17-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS DECLARING THE CITY'S INTENT TO REIMBURSE EXPENDITURES RELATED TO THE PURCHASE OF POLICE AND FIRE VEHICLES WITH PROCEEDS FROM TAX EXEMPT LEASE PURCHASE FINANCING

WHEREAS, the City Council of the City of Clovis intends to obtain lease purchase financing to purchase Police and Fire vehicles and related equipment; and

WHEREAS, the City is authorized by the Constitution and the laws of the State of California to incur or issue tax-exempt financing to finance; and

WHEREAS, the City expects to pay for certain costs prior to obtaining the tax exempt indebtedness to be used for the long-term financing; and

WHEREAS, the Clovis City Council wishes to authorize the City Manager to execute all financing related documents:

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Clovis declares the City's official intent is to use proceeds of tax exempt indebtedness to reimburse the City for certain expenditures associated with the purchase of Police and Fire vehicles and related equipment, in such amounts and at such times as may be necessary or convenient, and as allowed by applicable law not to exceed \$330,000 for the Police vehicles and equipment, and not to exceed \$795,000 for the Fire vehicles and equipment.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized, empowered and directed to sign on behalf of the City, the Lease/Purchase Agreement and other related lease financing documents (collectively the "Financing Agreements").

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Clovis held on July 17, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

DATED: July 17, 2017

	C Fire and	ity Council Rep PD Vehicles 20 July 17, 20
 Mayor	City Clerk	-

EXHIBIT B



ADDENDUM

Please review the following options for pricing that lists three possible methods to determine the unit cost of a *Quantum* Type 1 engine. I offer the following as evidence that the price of \$ 668,152 (single unit) is competitive.

Please note that the prices for the units under consideration do not include prepayment discounts, apparatus equipment other than dealer supplied cab electronics, if applicable (mobile data computer, two-way and portable radios). Because of the variation in the amount of equipment ordered, this component of the cost was not considered to insure an equivalent comparison.

EVALUATION OF SALE, CITIES OF GILROY AND MERCED, CALIFORNIA, 2016

Pierce Manufacturing was recently awarded the contract to build Type 1 engines on *Quantum* chassis for the cities of Gilroy and Merced. The awards followed the specification and proposal submittal processes and are currently completed or under construction as jobs 30208 and 29357. The following are tables of *list price/purchase price* comparisons to show the comparable pricing of the Clovis unit to the quote submittals.

Purchase price quoted to City of Clovis per this proposal	\$ 668,152
Adjusted comparable price to City of Clovis based on purchase price paid by the City of Gilroy, CA (before sales tax)	\$ 672,217
List price of Type 1 Engine proposed to the City of Clovis	\$ 781,148
Percentage reduction from list price to purchase amount	- 14.0%
Final purchase amount job #30208, (not including Sales Tax)	\$ 600,998
List price job #30208, Gilroy Quantum Type 1 Engine	\$ 699,022

List price job #29357, Merced Quantum Type 1 Engine	\$ 639,386
Final purchase amount job #29357, (not including Sales Tax)	\$ 553,482
Percentage reduction from list price to purchase amount	- 13.4%
List price of Type 1 Engine proposed to the City of Clovis	\$ 781,148
Adjusted comparable price to City of Clovis based on purchase price paid by the City of Merced, CA (before sales tax)	\$ 676,474
Purchase price quoted to City of Clovis per this proposal	\$ 668,152

QUOTE DERIVED FROM HGAC SCHEDULE

Departments in California (e.g., Sacramento) have used quotes derived from the HGAC schedule to identify competitive pricing and justify sole source purchase.

1

Specific information can be gleaned from their website at http://www.h-gac.com/home, and, in general, the following is some of the basic information.

"The Houston-Galveston Area Council is the region-wide voluntary association of local governments in the 13-county Gulf Coast Planning region of Texas. Its service area is 12,500 square miles and contains more than 5.7 million people. H-GAC's mission is to serve as the instrument of local government cooperation, promoting the region's orderly development and the safety and welfare of its citizens."

"HGACBuy assists its members by executing competitively priced contracts for goods and services commonly used by local governments. In addition, HGACBuy provides the customer service necessary to help its members achieve their procurement goals."

In concept, the HGAC schedule is comparable to that used in California, referred to as the California Multiple Award Schedule (CMAS). In the case of HGAC, however, the schedule includes fire apparatus, and Pierce Manufacturing is a participant.

Price of unit meeting Clovis Fire Department specification per HGAC schedule	\$ 671,312
Travel expenses (City of Clovis to assume cost)	\$ 0.00
Delivery F.O.B. Clovis, CA	Included
Total price HGAC (before sales tax)	\$ 671,312
Purchase price quoted to City of Clovis per this proposal	\$ 668,152

GSA EQUIVALENT PRICING

For select customers, I am able to offer equivalent pricing identical to that derived from the Federal GSA schedule, however, no such consideration is to appear on a contract or purchase order. Based on that process, the table below lists the subsequent pricing on a single unit purchase.

Please note that I have to include travel charges for department personnel if supplied by the dealer and dealer supplied equipment when calculating the equivalent GSA cost. The schedule does not include delivery or inspections. A federal agency purchasing a unit from this schedule would have to pick the unit up in Appleton, WI, have paid for it in full, and drive it to their home agency. Also, any inspection trips (which are highly recommended and industry standard) would have to be paid for separately by the purchaser.

GSA price (per City of Clovis specification)	\$ 658,996	
GSA handling charge assessed on purchaser	\$ 4,942	
Travel expenses - Preconstruction, midpoint, and final (3 each)	\$ 0.00	
Delivery F.O.B. Clovis, CA	\$ 4,650	

Total price	\$ 668,588
Purchase price quoted to City of Clovis per this proposal	\$ 668,152

SUMMARY

If the City of Clovis were to purchase only the *Quantum* Type 1 engine without any required apparatus inventory, the purchase price offered in this proposal is \$ 668,152 before Sales Tax is added. The pricing methods above offer quotes from available competitive schedules and previous sales. As can be seen, the price quoted offers a lower price to the City for this unit than those listed in this addendum and is the basis for the purchasing options offered in this proposal.

EXHIBIT C



May 12, 2017

John Binaski, Fire Chief Clovis Fire Department 1233 Fifth Street Clovis, California 93612

Dear Chief Binaski:

I am enclosing our proposal for your new engine with this cover letter. Based on the input received from you and your committee, we have selected the *Quantum* chassis and have configured the unit to match as closely as possible your existing engines with modifications identified by your personnel. Some of the significant features you'll find include:

- ✓ Detroit DD-13 505 horsepower motor (EPA 2016 compliant) with an Allison EVS 4500 transmission
- ✓ Hale QMAX single-stage 2000 gpm pump
- ✓ Independent front suspension that improves the ride and handling, reduces maintenance costs, and extends the life expectancy of the cab and its components
- ✓ Hydraulically driven mobile attack pump
- ✓ Stainless steel plumbing that includes a ten-year warranty
- ✓ Ten-year warranty on paint
- ✓ A Pierce Husky 3 single agent foam injection system with draft capability

The cost of the unit described in this proposal is dependent on how the City of Clovis may choose to purchase it. Pierce Manufacturing, Inc. deducts certain prepayment credits from the final invoice, depending on the selected purchasing option. Please review the information and figures given below.

Option #1 (Purchase)

This amount would be due when the apparatus is completed at Pierce Manufacturing, Inc., in Appleton, WI, and ready for pick up. It is understood that the payment will not be later than thirty days from the date of completion. The cost per unit includes the apparatus and installation of two customer-provided two-way radios. Payment would be made directly to Pierce Manufacturing, Inc., in Appleton, WI.

	Price	Sales Tax	Total
One (1) Quantum engine	\$ 668,152	\$ 53,285	\$ 721,437

Option #2 (Purchase w/chassis prepayment)

Should the City elect to pay \$383,425 for the chassis within 30 days of issuing a signed contract or a purchase order, the chassis handling charge of \$11,503 is eliminated. This changes the unit costs to the following:

	Price	Sales Tax	Total
One (1) Quantum engine	\$ 654,157	\$ 52,169	\$ 706,326

Pierce Manufacturing, Inc. will carry adequate insurance on the chassis while it is in its possession and until delivery and acceptance by the Fire Department.

Option #3 (Purchase w/100% prepayment)

If, instead, the City chooses to pay the entire amount for the unit within 30 days of issuing a signed contract or the purchase order, the handling charge is eliminated and an interest amount is paid for a total construction cost discount of \$25,065. This would reduce the subsequent total cost to the following.

	Price	Sales Tax	Total
One (1) Quantum engine	\$ 638,907	\$ 50,953	\$ 689,860

The specific payment terms would depend on which purchase option was chosen. We can provide additional information should you need it. I would also like to reiterate that, as in the case of chassis prepayment, Pierce Manufacturing carries more than adequate insurance on the chassis and/or the entire unit while it is in their hands.

The total prices shown above include California Sales Tax at the rate of 7.975%. They also include delivery F.O.B. to the Fire Department headquarters.

If the City agrees to purchase the proposed apparatus and would like to submit a purchase order, please address it to the following.

Pierce Manufacturing, Inc. 2600 American Drive P.O. Box 2017 Appleton, WI 54912-2017

Should lease/purchase be a consideration, Pierce utilizes Oshkosh Capital as a source. If they are selected, they base their terms on the price shown in Option #3, assuming any down payment is paid to Oshkosh Capital when the agreement is executed. As such, they fund the entire amount upfront. Also, payment is one year in arrears which means the first payment would not be due until one year after the agreement is signed, thus placing it in a successive budget year.

A "Turning Performance Analysis" and an "Electrical Analysis Report" are included for your review along with a preliminary drawing. You will also find a component list that offers a quick way to evaluate options.

This quote will be valid until August 31, 2017.

I appreciate the opportunity to submit this information, and look forward to going over any questions you might have. I have also enjoyed meeting with your apparatus

City Council Report Fire and PD Vehicles 2017 July 17, 2017

committee members. They are very knowledgeable about apparatus and specifications and a pleasure to work with. Let me know if there's anything else I can help with and feel free to give me a call. My cell number is (661) 342-1670 and thank you again.

Sincerely,

Pierce Manufacturing, Inc. Cary Eckard Sales Representative



AGENDA ITEM NO:

City Manager:

1-A

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO:

Mayor and City Council

FROM:

Community and Economic Development

DATE:

July 17, 2017

SUBJECT:

Consider Approval - Authorize the City Manager to Execute a Disposition and Development Agreement with Habitat for Humanity Fresno County for Construction of Affordable Housing at 1408 Fourth Street, 1418 Fourth Street and 1605 Fifth Street in Clovis' Stanford

Addition

ATTACHMENT: (A) Disposition and Development Agreement – 1408 Fourth Street

(B) Disposition and Development Agreement – 1418 Fourth Street

(C) Disposition and Development Agreement - 1605 Fifth Street

CONFLICT OF INTEREST

None.

RECOMMENDATION

Authorize the City Manager to execute the Disposition and Development Agreement with Habitat for Humanity Fresno County for the construction of affordable housing at 1408 Fourth Street, 1418 Fourth Street and 1605 Fifth Street in Clovis' Stanford Addition.

EXECUTIVE SUMMARY

The Clovis Community Development Agency (CCDA) purchased land parcels at the subject properties with Redevelopment Bond Housing Set-Aside funds for the purpose of developing affordable housing. Habitat for Humanity Fresno County approached the City with interest to build three (3) affordable homes on the parcels. The property ownership must be transferred to the Habitat for Humanity Fresno County before construction can begin.

BACKGROUND

In 1999 CCDA purchased a parcel at 1402 Fourth Street for \$76,000. That parcel was subsequently split into two lots – 1408 and 1418 Fourth Street. In 2010, CCDA purchased the parcel at 1605 Fifth Street for \$75,000.

Habitat for Humanity Fresno County approached the City with interest to build affordable single-family homes on the parcels. The Development and Disposition Agreements will provide the land commitment needed to move forward with the construction while ensuring the City's interest in creating affordable housing units and preservation of assets are protected.

Due to the use of Housing Set-Aside Bond funds to purchase the property, the property can either be sold for fair market value or granted to a developer. It is proposed that the City grant the property to Habitat for Humanity Fresno County. If they fail to meet the development milestones stated in the agreement, the City has the option to take back the property. In addition, the property will be restricted to provide three (3) units of affordable housing uses for a minimum term of 55 years.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

This agreement will allow the property ownership to be transferred from the City of Clovis to Habitat for Humanity Fresno County. Once transferred, construction will begin on three (3) single-family homes that will be designated as affordable for a term of 55 years. These units would provide much needed affordable housing in the City.

ACTIONS FOLLOWING APPROVAL

- Execute Disposition and Development Agreements with Habitat for Humanity Fresno County.
- Property will be transferred to Habitat for Humanity Fresno County.
- Habitat for Humanity will construct three (3) affordable, single-family homes on the parcels.
- 4. Agreement will be monitored to ensure compliance.

Prepared by: Heidi Crabtree, Housing Program Coordinator

Submitted by: Andrew Haussler, Community and Economic Development

DISPOSITION AND DEVELOPMENT AGREEMENT

CITY OF CLOVIS and HABITAT FOR HUMANITY

(1408 Fourth Street, APN No. 491-171-31T)

TABLE OF CONTENTS

	REC	ITALS	1
1.	Sale	of Property	1
2.	Reve	rsionary Interest	1
3.	Escre	ow	2
	3.1	Opening	
	3.2	Escrow Account	
	3.3	Developer's Obligations	2
	3.4	City's Obligations	
	3.5	Duties of Escrow Agent	
	3.6	Cancellation of Escrow	
	3.7	Liability of Escrow Agent	
	3.8	Conveyance of Title and Delivery of Possession	
	3.9	No Broker Fees.	
	3.10	Title Report and Permitted Exceptions	
	3.11	Title Insurance	
	3.12	Representations of City	5
	3.13	Condition of the Parcels	
4.	Preli	minary Work by Developer	6
••	4.1	License	
	4.2	Existing Documents	
5.	Finar	ncing	6
•	5.1	City Grant for Purchase Price	
	0.1	ony orani ion i aronaso i noc	
6.	Devel	lopment of the Property	6
	6.1	Construction Plans and Related Drawings and Documents	
	6.2	Changes to Final Plans	
	6.3	Progress Meetings	
	6.4	Cost of Construction	
	6.5	Indemnification and Insurance	7
	6.6	City and Other Governmental Agency Permits	7
	6.7	Local, State and Federal Laws	
	6.8	Anti-Discrimination During Construction	
	6.9	Taxes, Assessments, Encumbrances and Liens	
	6.10	Certificate of Occupancy	
	6.11	Prohibition Against Transfer of the Parcels, the Buildings	
		Or Structures Thereon and Assignment of Agreement	8

7.	Affo	ordable Housing Requirements	8
	7.1	Covenants Running with the Land	
	7.2	Other Obligations	
	7.3	Obligation to Refrain From Discrimination	
	7.4	Effect and Duration of Covenants	9
	7.5	City as Beneficiary of Covenants	9
	7.6	Developer Acknowledgement of Covenants	10
8.	Defa	ults, Remedies and Termination	10
	8.1	Defaults – General	
	8.2	Legal Actions	10
		8.2.1 Institution of Legal Actions	
		8.2.2 Applicable Law	
	8.3	Termination	10
		8.3.1 Termination by the City Prior to Conveyance	10
	8.4	Reversionary Interest	11
	8.5	Remedies	
9.	Misc	ellaneous Provisions	11
	9.1	Enforced Delay; Extension of Times of Performance	11
	9.2	Inspection of Books and Records	
	9.3	Integration	11
	9.4	Interpretation	12
	9.5	Further Documents and Actions	

EXHIBITS

- 1. Legal Description of the Property and Parcels
- 2. Map of the Property and Parcels
- 3. Form of Grant Deed to Developer
- 4. Schedule of Performance
- 5. Notice of Affordability Restrictions on Transfer of Property
- 6. Reversionary Interest

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between the City of Clovis acting as the Housing Successor to the former Clovis Community Development Agency ("City") and Habitat for Humanity Fresno, Inc., a California nonprofit corporation, DBA Habitat for Humanity Fresno County ("Developer") with respect to the following recitals, which are a substantive part of this Agreement. The effective date of this Agreement shall be the date the Agreement is executed by City ("Effective Date").

RECITALS

- A. City owns the parcel located at 1408 Fourth Street, Clovis, Assessor's Parcel No. 491-171-31T ("Property" or "Parcel"). The Property is legally described in **Exhibit 1**.
- B. City desires Developer to develop the Property for affordable housing pursuant to this Agreement in order to fulfill the intent of the City of Clovis Redevelopment Plans.
- C. Developer desires to acquire the Property for the purposes of building affordable housing in accordance with the Redevelopment Plans.
- D. The transfer of the Property in accordance with the terms of this Agreement is consistent with the health, safety, morals and welfare of the residents of Clovis, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

NOW, THEREFORE, the Parties agree as follows:

- 1. <u>Sale of Property</u>. City agrees to sell the Property to Developer for the fair market value established by an MAI appraiser ("Purchase Price"). The Purchase Price may be satisfied through the City financing as set forth in Section 5. The Property shall be developed by Developer as an individual single-family home for sale, and as affordable housing in conformance with the applicable Redevelopment Plan and subject to the restrictions of this Agreement. The Parcel is depicted in the map attached as Exhibit 2. The City shall convey to Developer fee simple title to the Parcel, comprising the Property free and clear of all recorded liens, encumbrances, assessments, leases, and taxes except as are consistent with this Agreement, subject only to easements of record. The Parcel shall be sold subject to City's Grant Deed Containing Covenants, Conditions and Restrictions Governing Use of the Property as set forth in Exhibit 3 ("Grant Deed"). The sale of the Property shall be subject to a reversionary interest as set forth in Section 2.
- 2. <u>Reversionary Interest.</u> The Grant Deed for the Property shall contain the following restrictions: (1) a restriction that if Developer fails to complete the construction of the housing on the Property within the time period set forth in the Schedule of Performance (**Exhibit 4**), title to the subject property shall automatically revert back to City; and (2) a restriction that if Developer fails to cure a breach of this Agreement within thirty (30) days after written notice thereof by

City, title to the Property shall automatically revert back to City. This Reversionary Interest shall terminate upon sale of each Parcel to the first owner-occupant.

If title to the Property reverts back to City in accordance with this Section, City shall be entitled to reenter and take possession of the Property, with all improvements thereon. Any and all buildings and fixtures on the Property shall, without compensation to Developer, become the property of City free and clear of all claims to or against them by Developer, or any third party. These rights are to be interpreted in light of the fact that the City conveyed the Property to Developer at no cost.

This Reversionary Interest shall terminate upon sale of a Parcel to the first owner-occupant as set forth in **Section 7**.

3. Escrow.

- 3.1. Opening. Within ten (10) days of the Effective Date, City shall open Escrow with a mutually agreeable escrow company ("Title Company" or "Escrow Agent") by depositing a copy of this Agreement with Escrow Agent. The Parties shall execute such other supplemental escrow instructions required by Escrow Agent or otherwise necessary to carry out the terms of this Agreement. This Agreement constitutes the joint escrow instructions of City and Developer with respect to conveyance of the Property. The Escrow Agent is hereby empowered to act under this Agreement and shall carry out its duties accordingly.
- 3.2. <u>Escrow Account</u>. All funds received into Escrow shall be deposited by Escrow Agent in a general escrow account with any state or national bank doing business in the state of California. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month.
- 3.3. <u>Developer's Obligations</u>. Prior to the close of escrow ("Closing"), Developer shall deliver into Escrow:
 - a. The Purchase Price for the Property, which may be in the form of the City grant set forth in **Section 5**.
 - b. One hundred percent (100%) of any costs and fees associated with Escrow.
 - c. The cost of the premium for the title insurance policy or special endorsements for the Parcel.
 - d. Any taxes or other fees related to the Property after conveyance of title, but which are required to be paid into Escrow.

- 3.4 <u>City's Obligations</u>. Prior to Closing, City shall deliver into escrow:
- a. The Grant Deed conveying to Developer title to the Parcel in substantially the form attached as Exhibit 3.
- b. Any costs necessary to place the title to the Parcel in the condition for conveyance required by the provisions of this Agreement;
 - c. Zero percent (0.00%) of any costs and fees associated with Escrow;
 - d. Any cost of drawing the grant deed or deeds;
 - e. All recording and notary fees;
- f. Any taxes or other fees related to the Property prior to conveyance of title, but which are required to be paid into Escrow; and
 - g. Any state, county or City documentary transfer tax.
- 3.5 <u>Duties of Escrow Agent</u>. The Escrow Agent shall perform the following duties in accordance with this Agreement:
- a. Pay and charge City and Developer, respectively, for any costs and fees payable under this Section 3. Before such payments are made, Escrow Agent shall notify City and Developer of the costs and fees necessary to clear title and close Escrow;
- b. Disburse funds and deliver the Grant Deed and other documents to the parties entitled thereto when the conditions of the Escrow have been fulfilled by City and Developer; and
- c. Record any instruments delivered through Escrow, if necessary or proper, to vest title in Developer in accordance with the terms and provisions of this Agreement.
- 3.6. <u>Cancellation of Escrow</u>. If the Closing of Escrow does not occur before the time for conveyance established in the Schedule of Performance, Escrow may be canceled by mutual agreement of the Parties or, if one Party has not performed its obligations under this Agreement, individually by a Party who has fully performed the acts required by this Agreement ("Canceling Party"). The Canceling Party shall provide written notice of cancellation to the Escrow Agent. Upon receipt of the notice of cancellation, Escrow Agent shall return all money, papers or documents delivered into Escrow.
- 3.7. <u>Liability of Escrow Agent</u>. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under this Section.
- 3.8. <u>Conveyance of Title and Delivery of Possession</u>. Conveyance of title to the Parcels shall be completed on or prior to the dates specified in the Schedule of Performance.

City and Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions. Possession of the Property shall be delivered to Developer concurrently with the conveyance of title thereto.

- 3.9 <u>No Broker Fees</u>. The Parties represent that they have not engaged any broker, agent or finder in connection with this transaction. Each Party shall bear their own costs, if any, of any real estate commissions or brokerage fees.
- 3.10 <u>Title Report and Permitted Exceptions</u>. Title Company shall prepare and deliver to City and Developer a current preliminary title report ("Title Report") for the Property, together with a copy of the documents listed as exceptions therein. As a condition precedent to Developer's obligations, but not as a covenant of City, City shall convey the Property, and Developer shall accept the Property, subject to the following matters, which are collectively referred to as the "Permitted Exceptions":
 - a. All exceptions to title shown in the Title Report that are approved or deemed approved by Developer;
 - b. The lien of non-delinquent real and personal property taxes and assessments;
 - c. Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now existing or hereafter in effect with respect to the Property;
 - d. Matters affecting the condition of title created by or with the written consent of Developer;
 - e. Water rights, and claims of title to water, whether or not shown by the public records; and
 - f. Unless Developer elects to obtain an ALTA policy of title insurance, discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any state of facts which inspection of the Property would disclose and which are not shown by the public records; and standard printed exclusions generally included in a CLTA owner's policy (or ALTA owner's policy, as the case may be).
- 3.11 <u>Title Insurance</u>. Title Company shall provide to Developer a title insurance policy for the Parcel insuring that title is vested in the Developer in the condition required by this Section and in the amount of the Purchase Price. Title Company shall provide City with a copy of the title insurance policy. Title Company shall, if requested by Developer, provide Developer with an endorsement to insure the amount of Developer's estimated development costs for the improvements to be constructed upon the Parcel. Developer shall pay the entire premium for any such increase in coverage requested by it.

- 3.12 <u>Representations of City</u>. Except as specifically provided, the following constitute representations of City, which shall be true and correct as of the Close of Escrow to the best of City's knowledge:
 - a. City has no actual knowledge, without duty of investigation on City's part, of any actions, suits, material claims, including claims based on labor or services performed, tenants' claims or disputes, or legal proceeding affecting the Property.
 - b. City has not received any notice from governmental authorities pertaining to violation of law or governmental regulations with respect to the Property.
 - c. City has no actual knowledge, without duty of investigation on City's part, of any pending proceeding in eminent domain or otherwise, which would affect the Property.
 - d. City has no knowledge of any leases, subleases, occupancies or tenancies pertaining to the Property, which have not been disclosed to Developer. To the best of City's knowledge, no one else has right of possession or other agreements to lease or purchase the Property.
 - e. City has no actual knowledge, without duty of investigation, of the presence of underground storage tanks, asbestos, PCBs or any hazardous waste, pollutants or contaminants as defined under any federal, state, or local statute, regulation or ordinance which are or have been released on or under the Property.

3.13 Condition of the Parcel.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT CITY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

DEVELOPER ACKNOWLEDGES AND AGREES THAT UPON CLOSING CITY SHALL SELL AND CONVEY TO DEVELOPER AND DEVELOPER SHALL ACCEPT EACH OF THE PARCELS AND THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. DEVELOPER HAS NOT RELIED AND WILL NOT RELY ON, AND CITY IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY CITY OR ANY EMPLOYEES OR AGENTS REPRESENTING OR PURPORTING TO REPRESENT CITY, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET

FORTH IN THIS AGREEMENT. DEVELOPER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

DEVELOPER REPRESENTS TO CITY THAT DEVELOPER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS DEVELOPER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON THE SAME.

4. Preliminary Work by Developer.

- 4.1 <u>License</u>. City grants Developer and its agents permission to access the Property at reasonable times prior to the Close of Escrow to perform testing and preliminary work necessary to carry out this Agreement. Such testing and work shall be done at the sole expense and risk of Developer. Developer shall indemnify, defend and hold the City of Clovis, their officers, employees, volunteers, and agents, harmless against any claims resulting from such testing and work, or from access and use of the Parcel. Developer shall provide copies of data, surveys and tests obtained or made by Developer on the Parcel. Any testing or work by Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.
- 4.2 <u>Existing Documents</u>. City shall provide Developer copies of all data and information regarding the Property available to City, but without warranty or representation by City as to the completeness, correctness or validity of such data and information.

Financing.

5.1 <u>City Grant for Purchase Price</u>. City agrees to transfer the Property to Developer for zero dollars (\$0.00), which shall be considered a grant for the Purchase Price ("City Grant").

The Grant Deed shall contain a Reversionary Interest as set forth in Section 2.

6. Development of the Property.

6.1 <u>Construction Plans and Related Drawings and Documents</u>. Developer shall prepare and submit construction plans and related drawings and documents ("Construction Plans") for each of the Parcels to City for review and written approval. Developer shall first submit preliminary Construction Plans for City approval. City shall return its comments and Developer shall consider those comments in developing final Construction Plans, which shall include sufficient detail to obtain required construction and building permits from the appropriate governmental agencies. Final Construction Plans shall be submitted to City for approval. Any disapproval shall state in writing the reasons for disapproval and the required change. Upon

receipt of a notice of disapproval, Developer shall revise the Construction Plans and resubmit them to City as soon as practicable. Developer may not commence construction until after it has received approval of the final Construction Plans from City.

- 6.2 <u>Changes to Final Plans</u>. If Developer desires to make any substantial change in the Final Construction Plans after their approval by City, Developer shall submit the proposed change to City for its approval.
- 6.3 <u>Progress Meetings</u>. During the preparation of Construction Plans, City and Developer staff shall hold regular progress meetings to coordinate the preparation, submission and review of Construction Plans by City.
- 6.4 <u>Cost of Construction</u>. City and Developer shall pay their own costs related to administration of their respective obligations under this Agreement.
- 6.5 Indemnification and Insurance. Developer agrees to indemnify, defend, and hold harmless the City of Clovis, and its officers, employees, volunteers, and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with this Agreement. Without limiting Developer's obligations under this Section, Developer shall maintain insurance satisfactory to City's Risk Manager covering its activities under this Agreement. If Developer fails to maintain the insurance required by this Agreement, City may immediately terminate this Agreement or elect to procure or renew such insurance at its expense. Developer shall immediately reimburse City for all expenses related to City procuring insurance due to Developer's breach.
- 6.6 <u>City and Other Governmental Agency Permits</u>. Notwithstanding City's obligation to review and approve Construction Plans, before commencement of construction on any Parcel, Developer shall, at its own expense, secure all permits required by the City or any other governmental agency for the Development. City shall cooperate with Developer in securing these permits.
- 6.7 <u>Local, State and Federal Laws</u>. Developer shall carry out construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.
- 6.8 <u>Anti-Discrimination During Construction</u>. Developer, for itself and its successors and assigns, agrees that in the construction of the improvements provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, or disability as defined in California Government Code section 12955, *et seq.*
- 6.9 <u>Taxes, Assessments, Encumbrances and Liens</u>. Developer shall pay all real estate taxes and assessments assessed and levied on each of the Parcels comprising the Property for any period subsequent to conveyance of title to such Parcel. Prior to the issuance of a Certificate of Occupancy therefor, Developer shall not place or allow to be placed on any Parcel any mortgage,

trust deed, encumbrance or lien unauthorized by this Agreement. Developer shall remove or have removed any levy or attachment made on any Parcel, or shall assure the satisfaction thereof, within a reasonable time, but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to Developer in respect thereto.

- 6.10 <u>Certificate of Occupancy</u>. Promptly after completion of all construction to be completed by Developer upon a Parcel, City shall furnish Developer with a Certificate of Occupancy, indicating the satisfactory completion as required by this Agreement. The Certificate of Occupancy may be recorded in the Office of the County Recorder of Fresno County. The City shall not unreasonably withhold any Certificate of Occupancy. Such Certificate of Occupancy is not notice of completion as referred to in California Civil Code section 3093.
- 6.11 <u>Prohibition Against Transfer of the Parcels, the Buildings or Structures Thereon</u> and Assignment of Agreement. Prior to City issuing a Certificate of Occupancy for a Parcel, Developer shall not, unless expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of such Parcel without the prior written approval of City. This is not intended to prohibit the granting of easements or permits to facilitate the development of the Parcel.

7. Affordable Housing Requirements.

- 7.1 <u>Covenants Running with the Land</u>. Developer agrees that the Parcel shall be designated affordable housing and the following covenants, in addition to those set forth in the Grant Deed incorporated herein by reference (**Exhibit 3**), shall run with the land:
 - a. Construction on the Parcel shall be a single family residence.
 - b. The maximum sale price to the first owner occupant shall not exceed the appraised value of the Property.
 - c. After issuance of a Certificate of Occupancy, the Parcel shall be made available for sale at an affordable housing cost as defined in California Health and Safety Code section 50052.5, to persons and families of low or moderate income ("Qualified Buyer"). Qualified Buyer means a household whose income does not exceed eighty percent (80%) of area-median income, adjusted for family size, as determined by City, pursuant to section 50093 of the California Health and Safety Code. The requirements set forth in the California Community Redevelopment Law, Health and Safety Code § 33000 et seq. shall be followed in selecting a Qualified Buyer. To that end, prior to any sale or transfer of any portion of or any interest in the Parcel, Developer shall submit to City a request for approval of the proposed transferee. The request shall be accompanied by the following information: (i) the proposed sale price; (ii) the information necessary to determine Buyer's status as a Qualified Buyer; (iii) details of the first mortgage; and (iv) any other information necessary for City to ensure compliance with the California

Community Redevelopment Law. City may reject the proposed transferee if the transferee is not a Qualified Buyer, if the transferee will be spending more than thirty percent (30%) of its gross income for housing, and for a failure to meet any requirement under the California Community Redevelopment Law.

- d. SPECIFIC REFERENCE IS MADE TO **EXHIBIT 3**, THE GRANT DEED, FOR COVENANTS PERTAINING TO: RESTRICTIONS ON SUBSEQUENT TRANSFERS OF THE PARCEL; MAINTENANCE OF THE PARCEL; CITY OPTION TO DESIGNATE SUBSEQUENT ELIGIBLE PURCHASERS; CITY OPTION TO PURCHASE A PARCEL UPON A PROPOSED SUBSEQUENT SALE; DETERMINATION OF MAXIMUM PRICE FOR SUBSEQUENT SALES OF THE PARCEL; DETERMINATION OF MAXIMUM REFINANCING AMOUNTS; AND OTHER COVENANTS AS SET FORTH IN **EXHIBIT 3**.
- 7.2 Other Obligations. Developer shall obtain from the owner-occupant of the Parcel, and deliver to City concurrently with the close of escrow for the sale of the Parcel, the following documents: (i) Attachment B to the Grant Deed (see **Exhibit 3**) which is the City of Clovis Homeownership Assistance Program Acknowledgment of Restrictive Covenants Governing Use and Resale of the Property Including Option to Designate Eligible Purchasers; and (ii) Notice of Affordability Restrictions on Transfer of Property as set forth in **Exhibit 5**.
- 7.3 Obligation to Refrain From Discrimination. Developer covenants by and for itself and any successors in interest not to discriminate upon the basis of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof. Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sublessees, or vendees in the Property.
- 7.4 Effect and Duration of Covenants. Except as otherwise provided, the covenants contained in this Agreement and the Grant Deeds for the Parcel shall remain in effect in perpetuity. The covenants established in this Agreement and the Grant Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, its successors and assigns and any successor in interest to any of the Parcels comprising the Property.
- 7.5 <u>City as Beneficiary of Covenants</u>. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of City without

regard to whether City has been, remains or is an owner of any land or interest therein in any of the Parcel comprising the Property or in the Redevelopment Plan project areas. City shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

7.6 Developer Acknowledgment of Covenants. DEVELOPER ACKNOWLEDGES AND AGREES THAT, AS A RESULT OF THIS AGREEMENT, THE SALE OF THE PARCEL MAY BE RENDERED MORE DIFFICULT THAN WOULD BE THE CASE ABSENT THE AGREEMENT, THAT WHEN THE PARCELS ARE SOLD, IT IS LIKELY THAT THE AMOUNT RECOVERED BY THE DEVELOPER WILL BE SUBSTANTIALLY LESS THAN WOULD BE RECEIVED ABSENT THE RESTRICTIONS AND LIMITATIONS OF THIS AGREEMENT.

DEVELOPER'S INITIALS	
----------------------	--

8. Defaults, Remedies and Termination.

8.1 <u>Defaults - General</u>. Upon material breach of this Agreement, the non-defaulting party shall give written notice of default to the other party within thirty (30) days, which notice shall identify the breach and demand a cure. If default is not cured by the defaulting party within thirty (30) days, the noticing party may terminate this Agreement and/or seek remedy pursuant to this Agreement. Any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

8.2 Legal Actions.

- 8.2.1 <u>Institution of Legal Actions</u>. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Fresno, State of California, or in the appropriate Federal District Court (for Fresno County) in the State of California.
- 8.2.2 <u>Applicable Law</u>. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

8.3 Termination

8.3.1 <u>Termination by the City Prior to Conveyance</u>. City may terminate this Agreement prior to conveyance of title to the Developer for the following breaches if such breach is not cured within thirty (30) days after written demand by the City:

- a. The Developer transfers or assigns or attempts to transfer or assign this Agreement or any rights herein related to the Property, or the buildings or improvements thereon in violation of this Agreement; or
- b. There is any significant change in the ownership or identity of the Developer; or
- c. The Developer does not submit evidence that it has the necessary financing for building on the Property; or
 - d. The Developer fails to submit to City the Construction Plans; or
- e. The Developer is in breach or default with respect to any other obligation of the Developer under this Agreement.
- 8.4 <u>Reversionary Interest</u>. As set forth above in **Section 2**, if Developer fails to complete the construction of the housing on any of the lots within the time period set forth in the Schedule of Performance (**Exhibit 4**), title to the Property shall automatically revert back to City.
- 8.5 <u>Remedies</u>. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

9. Miscellaneous Provisions.

- 9.1 Enforced Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to events or occurrences beyond the control of the party who would be in default such as unusually severe weather or inability to secure necessary labor, materials or tools. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall run from the time of commencement of the cause. Notice by the party claiming such extension shall be sent to the other party within thirty (30) days after the commencement of the cause. If notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the party claiming the extension shall be liable for damages caused for the time period between the commencement of the cause and the providing of notice. Times of performance under this Agreement may also be extended in writing by City and Developer.
- 9.2 <u>Inspection of Books and Records</u>. City has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Developer pertaining to the Property and each Parcel thereof as pertinent to the purposes of this Agreement.
- 9.3 <u>Integration</u>. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement

or a contemporaneous oral agreement, nor explained or supplement by evidence of consistent additional terms. Any amendment shall be in writing, subject to approval of both parties.

- 9.4 <u>Interpretation</u>. Each of the Parties acknowledges and agrees that this Agreement is an accord to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.
- 9.5 <u>Further Documents and Actions</u>. Each of the Parties agrees to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.

/// ///

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, City and Developer have signed this Agreement as set forth below.

	CITY OF CLOVIS, acting as the Housing Successor to the former Clovis Community Development Agency
Dated:	By:Luke Serpa, City Manager
	"CITY"
	HABITAT FOR HUMANITY A California nonprofit corporation
Dated:	By: Its: Chief Executive Officer
Dated:	By: Its: Board Chairman
	"DEVELOPER"
ATTEST:	
By: John Holt, City Clerk	
Dated:	
APPROVED AS TO FORM:	
By: David J. Wolfe City Attorney	
Dated:	
J:\wdocs\00604\116\agt\00509770.DOC	

EXHIBIT 1

Legal Description of the Property

That portion of Lots 2, 3 and 4, Block 8, Corrected Map of Stanford Addition to Town of Clovis, recorded in Book 7 of Record of Surveys at Page 56, Fresno County Records, described as follows:

COMMENCING at the Northwest Corner of Lot 1 of said Block 8; thence South 00 degrees 01' 42" West along the West Line of said Lot 1, a distance of 139.92 feet to a point lying 10.00 feet north of the Southwest Corner of Lot 1; thence South 89 degrees 38' 21" East parallel with and 10.00 feet distant from the South Line of Lots 1 through 4 of said Block 8, a distance of 26.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 89 degrees 38' 21" East parallel with and 91.00 feet distant from the West Line of said Lot 1, a distance of 134.94 feet; thence North 89 degrees 39' 09" West parallel with and 5.00 feet distant from the North Line of said Block 8, a distance of 47.00 feet a point lying 44.00 feet east of the West Line of said Block 8, a distance of 47.00 feet to a point lying 44.00 feet east of the West Line of Lot 1; thence South 45 degrees 11' 17" West, a distance of 25.38 feet to a point lying 26.00 feet east of the West Line of said Lot 1; thence South 00 degrees 1' 42" West parallel with and 26.00 feet distant from said West Line, a distance of 116.93 feet to the Point of Beginning.

Containing 0.20 acres more or less.

APN: 491-171-31T

Exhibit 2 – Map of Property and Parcels

Exhibit 3 Form of Grant Deed

GRANT DEED

RECORDING REQUESTED BY AND)	
WHEN RECORDED, RETURN TO AND)	
MAIL TAX STATEMENTS TO:)	
)	
)	
)	
)	

GRANT DEED WITH REVERSIONARY INTEREST

GRANT DEED CONTAINING COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING USE AND RESALE OF THE PROPERTY

1408 Fourth Street, Clovis, CA 93612, APN No. 491-171-31T

For a valuable consideration, receipt of which is hereby acknowledged,

The City of Clovis, acting as the Housing Successor to the former Clovis Community Development Agency ("Grantor" or "City"), hereby grants to **Habitat for Humanity Fresno**, **Inc.** ("Grantee" or "Purchaser") the real property described in **Attachment A** ("Property") attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record.

Grantor is also conveying the Property to Grantor with a Reversionary Interest in City should Grantee fail to timely complete improvements to the Property.

Grantee understands that one of Grantor's purposes is to provide affordable housing to residents of the City of Clovis. In order to maintain Grantor's ability to provide affordable housing, Grantor has agreed to convey the Property subject to, and Grantee has agreed to be bound by, covenants, conditions, and restrictions limiting Grantees right to use and resell the Property by establishing resale, financing, and occupancy restrictions; and by reserving Grantor an option to designate eligible subsequent purchasers.

The Property is conveyed in accordance with and subject to the applicable Redevelopment Plan and pursuant to the Disposition and Development Agreement entered into between Grantor and Grantee dated July 17, 2017 ("Agreement"), a copy of which is on file with Grantor at its offices as a public record and which is incorporated herein by reference.

NOW, THEREFORE, the following Reversionary Interest and Covenants, Conditions, and Restrictions ("Restrictive Covenants") shall run with the land:

I. REVERSIONARY INTEREST.

- 1. <u>Failure to Timely Complete Construction</u>. If Grantee fails to complete construction of the residences on the Property within the time period set forth in **Exhibit 4** (Schedule of Performance) of the Agreement, and Grantee fails to obtain an extension of time for the completion of this obligation, title of any and all uncompleted lots shall automatically revert back to City.
- 2. <u>Failure to Cure Breach of Agreement</u>. If Grantee fails to cure a breach of the Agreement within thirty (30) days after written notice thereof by City, title to the Property shall automatically revert back to City.
- 3. Effect of Title Reverting to City. If title to the Property reverts back to City, City shall be entitled to reenter and take possession of the Property, with all improvements thereon. Any and all buildings and fixtures on the Property shall, without compensation to Grantee, become the property of City free and clear of all claims to or against them by Grantee, or any third party. These rights are to be interpreted in light of the fact that the City conveyed the Property to Grantee at no cost.
- 4. <u>Expiration of Reversionary Interest</u>. The Reversionary Interest for each lot on the Property shall terminate upon sale of the Property to the first owner occupant as set forth in the Agreement.

II. RESTRICTIVE COVENANTS.

- 1. <u>Disposition and Development Agreement</u>. The Property is conveyed in accordance with the Agreement.
- 2. <u>Definition of Purchaser: Acknowledgment and Certification</u>. All subsequent purchasers or successors ("Purchaser") shall certify his/her acknowledgment of these Restrictive Covenants by executing a form substantially the same as **Attachment B**. The term Purchaser as hereinafter used in these Restrictive Covenants shall mean Grantee and all subsequent Purchasers.
- 3. <u>Single Family Residence: Residency.</u> Purchaser hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property, or any part thereof, that after construction of the single family home and sale to the first owner occupant as set forth in the Agreement, Purchaser, such successors and such assigns, shall maintain and use the Property only as a single-family residence and that Purchaser will occupy the Property as his/her principal place of residence. Purchaser shall be considered as occupying the Property as a principal place of residence if Purchaser is living on the Property for at least ten (10) months out of each calendar year. The Property may not be subleased or rented.

- 4. Restrictions on Transfer. Any transfer of the Property after sale to the first owner occupant shall be subject to the provisions of these Restrictive Covenants. Transfer shall mean any voluntary or involuntary sale, assignment or transfer of ownership of the Property or of any interest in the Property, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred but title is retained by the transferor; except that Transfer shall not mean any of the following:
- (a) As to any Purchaser who at the time of the purchase took title to the Property by him/herself but subsequently marries or files a Declaration of Domestic Partnership:
- (1) a transfer of the Property without consideration from the Purchaser to the Purchaser and the Purchaser's spouse/domestic partner whereby title to the Property is then held by the Purchaser and Purchaser's spouse/domestic partner; or
- (2) a devise or inheritance of the Property to the Purchaser's spouse/domestic partner, whether as a surviving joint tenant or otherwise; or
- (3) as part of dissolution of marriage/termination of domestic partnership proceedings, the transfer of the Property from the Purchaser to the Purchaser's spouse/domestic partner provided, however, that the spouse/domestic partner qualifies, at the time of the transfer, as subsequent purchaser under these Restrictive Covenants.
- (b) As to any Purchaser(s) who at the time of the purchase took title jointly (whether as joint tenants, tenants in common, as community property, or otherwise):
 - (1) a device or inheritance of the Property to the surviving Purchaser; or
- (2) as part of dissolution of marriage or other legal proceedings (such as a termination of domestic partnership), the transfer of the Property from one Purchaser to the other Purchaser.
- 5. <u>Maintenance of Property</u>. Purchaser shall maintain the Property and improvements thereon, including landscaping and yard areas, in good condition and repair, free from the accumulation of debris and waste materials, consistent with community standards and in compliance with all applicable codes, including City of Clovis ordinances. If not so maintained, the City of Clovis may notify Purchaser of such conditions and of a reasonable time to correct the conditions. For landscaping and yard maintenance, a reasonable time shall be considered five (5) days. If the conditions are not corrected within the time provided the City of Clovis may perform the necessary maintenance at the expense of the Purchaser which expense will become a debt due and owing the City of Clovis. If the debt is not paid within ten (10) days of notice, the debt may be placed as a lien on the Property.
- 5A. <u>Timely Payment of Loans, Taxes, and Assessments</u>. Purchaser shall timely pay, and prior to default, all monetary obligations secured by the Property, including without limitation all loan obligations, property taxes and assessments.

- 6. Additions and Improvements to Property. After sale to the first owner occupant, Purchaser shall not undertake substantial remodeling or additions to the Property without the advance written approval of City. Capital Improvements in excess of Five Thousand Dollars (\$5,000.00) shall be considered a substantial remodeling or addition. See Section 12 below for a further definition of Capital Improvements.
- 7. Inspection of Property. Upon City's receipt of a notice of intent to transfer as detailed in Section 9 below, City shall be given the right to enter and to inspect the Property to determine whether any violations of building, plumbing, electric, fire, housing, neighborhood preservation, or other applicable codes exist and whether the Property has been maintained in good condition. City shall notify Purchaser with regard to any noted code violations and maintenance deficiencies (collectively, the "Deficiencies"), and Purchaser shall cure the Deficiencies in a reasonable manner acceptable to the City within sixty (60) days of being notified in writing of the result of the inspections. Should Purchaser fail to cure all the Deficiencies prior to the scheduled date for the close of escrow, at the option of City or an Eligible Purchaser as defined in Section 10 below, escrow may be closed, title passed and money paid to the Purchaser subject to the condition that such funds as are necessary to pay for curing the Deficiencies, based upon written estimates obtained by City, shall be withheld from the money due Purchaser and held by the escrow holder for the purpose of curing the Deficiencies. City and/or the Eligible Purchaser shall cause the Deficiencies to be cured and, upon certification of completion of work by City, the escrow holder shall utilize such funds to pay for said work. Any remaining funds shall be paid to Purchaser.
- 8. <u>Nondiscrimination</u>. Purchaser agrees for itself and any successor in interest not to discriminate upon the basis of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof. Purchaser covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof, nor shall Purchaser itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sublessees, or vendees in the Property.
- 9. Notice of Transfer or Refinancing. If after sale to the first owner occupant, Purchaser intends to transfer or to refinance the Property, Purchaser shall promptly notify City in writing of such intent. For purposes of these Restrictive Covenants, refinance includes a home equity loan or similar line of credit by which the Property secures the promissory note for the loan/line of credit. Prior to executing any documents affecting a transfer or refinancing, Purchaser shall send the notice (hereinafter referred to as the "Notice of Intent to Transfer or Refinance") by certified mail return receipt requested, to the City Manager, City of Clovis, 1033 Fifth Street, Clovis, California 93612. Purchaser has the right to withdraw the Notice of Intent to

5

Transfer or Refinance prior to the opening of an escrow to purchase the Property or prior to the recording of any financing documents.

- 10. <u>City's Option to Designate an Eligible Purchaser</u>. Upon receipt of the Notice of the Intent to Transfer, City shall have the option to designate an Eligible Purchaser, as defined in Section 11 below, to purchase the Property in the manner set forth hereunder. Within thirty (30) days of receipt by City of the Notice of Intent to Transfer, City shall: (1) notify Purchaser of the Maximum Sales Price, as defined in Section 12 herein, to be paid for the Property; (2) inspect the Property as described in Section 7, above; and (3) notify Purchaser regarding whether or not City intends to exercise its option to designate an Eligible Purchaser. The notification to Purchaser regarding the option to designate an eligible Purchaser shall be sent by certified mail return receipt requested. If City exercises this option, it shall cause an escrow to purchase the Property to be opened within thirty (30) days following such notification to Purchaser, and it shall cause the Property to be purchased by its designated Eligible Purchaser within one hundred twenty (120) days following receipt by City of Purchaser's Notice of Intent to Transfer.
- 11. <u>Transfer to Eligible Purchaser and City's Option to Purchase Property</u>. In the event City does not exercise its option to designate an Eligible Purchaser, transfer of the Property by Purchaser must be to an Eligible Purchaser. An Eligible Purchaser shall be defined as:
 - (a) The City of Clovis;
 - (b) A household with an annual income that does not exceed eighty percent (80%) of the Fresno County Area Median Income based on the applicable household size, as determined by City pursuant to the appropriate State (Department of Housing and Community Development) and Federal (U. S. Department of Housing and Urban Development) publication.
- 12. <u>Determination of Maximum Sales Price</u>. After sale to the first owner occupant, the amount of money Purchaser may receive for any transfer of the Property shall be called the "Maximum Sales Price." The Maximum Sales Price shall be calculated as follows:
 - (a) The price the first owner occupant paid for the Property.
- (b) The Purchase Price shall be adjusted by the percentage increase or decrease of the median income of a four-person household for the Fresno County Area as published by the California Department of Housing and Community Development, or its successor, from the purchase date to the date of the Notice of Intent to Transfer.
- (c) Added to the Purchase Price shall be the cost of City approved Capital Improvements in Excess of Five Thousand Dollars (\$5,000.00) ("Qualified Capital Improvements") if within sixty (60) days upon completion of such Qualified Capital Improvements, Purchaser submitted the following to City: (1) an itemized list of the Qualified Capital Improvements; (2) reliable proof of completion of the Qualified Capital Improvements

(as evidenced e.g., by final building permits or certificate of completion); (3) reliable evidence of the cost of the Qualified Capital Improvements (as evidenced e.g., by an itemized invoice or receipt).

- (d) Added to the Purchase Price shall also be the reasonable closing costs and marketing expenses as determined periodically by City.
- 13. <u>Determination of Maximum Refinancing Amount</u>. After sale to the first owner occupant, the maximum amount of any refinancing, shall be ninety percent (90%) of the Maximum Sales Price, whether refinancing is a new first deed of trust, a second (or other) deed of trust, a home equity loan, or similar line of credit by which the Property secures the promissory note for the deed of first/loan/line of credit.
- Restrictive Covenants, City shall give written notice to Purchaser by certified mail return receipt requested, specifying the nature of the violation. If the violation is not corrected to the satisfaction of City within a reasonable period of time, not longer than thirty (30) days after the date the notice is mailed, or within such further time as City determines is necessary to correct the violation, City may declare a default under these Restrictive Covenants. Upon declaration of a default, City may apply to a court of competent jurisdiction for specific performance of the obligations of these Restrictive Covenants, for an injunction prohibiting a proposed transfer in violation of these Restrictive Covenants, for a declaration that a transfer in violation of the provisions of these Restrictive Covenants is void, or for any such other relief at law or in equity as may be appropriate. In the event of default by Purchaser, and/or by Purchaser's transferee in those circumstances where a transfer has occurred in violation of these Restrictive Covenants, Purchaser and/or the Purchaser's transferee shall hold the City and the Owner and their respective employees or other agents harmless and reimburse the expenses, legal fees and costs for any action the City takes in enforcing the provisions of these Restrictive Covenants.
- 15. <u>City's Option to Purchase Upon Default</u>. In addition to the remedies provided City in Section 14 above, City has the option to purchase the Property effective upon the declaration of a default. City option to purchase may be exercised upon a default under these Restrictive Covenants. City shall have sixty (60) days after a default is declared to notify Purchaser of its decision to exercise its option to purchase.
- 16. Non-liability of City. In no event shall City become in any way liable or obligated to Purchaser or to any successor-in-interest of the Purchaser by reason of its option to purchase under either Section 11 or Section 15 herein nor shall City be in any way obligated or liable to the Purchaser or any successor-in-interest of the Purchaser for City's failure to exercise such option to purchase.
- 17. <u>Invalid Provisions</u>. If any one or more of the provisions contained in these Restrictive Covenants shall for any reason be held to be invalid, illegal or unenforceable in any respect then such provision or provisions shall be deemed severable from the remaining provisions contained in these Restrictive Covenants, and these Restrictive Covenants shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- 18. <u>Controlling Law</u>. The terms of these Restrictive Covenants shall be interpreted under the laws of the State of California.
- 19. <u>Notices</u>. All notices required herein shall be sent to the City by certified mail return receipt requested, as follows:

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

or such other address that the City may subsequently request in writing. Notices to the Purchaser shall be sent by certified mail return receipt requested to the Property address.

- 20. <u>Interpretation of Restriction Covenants</u>. The terms of these Restrictive Covenants shall be interpreted to encourage to the extent possible that the purchase price of and mortgage payments for the Property remain affordable to moderate, low, very low, extremely low income households.
- 21. <u>Consent of City to Change terms</u>. No changes may be made to these Restrictive Covenants without the written consent of City. City shall be considered a third party beneficiary to these restrictive Covenants.

IN WITNESS WHEREOF, the Grantor/City and Grantee/Purchaser have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized, this day of, 2017.
CITY OF CLOVIS, acting as the Housing Successor to the former Clovis Community Development Agency
By: Luke Serpa, City Manager
ATTEST:
The state of the s

John Holt, City Clerk

[Additional Signatures on Next Page]

APPROVED AS TO FORM	M:	
LOZANO SMITH		
By:		
THE GRANTEE/PURCHATHE COVENANTS SET F	ASER AGREES TO BE BOUND BY FORTH ABOVE.	
Dated:	, 2017. By:	
Dated:	, 2017. By:	

EXHIBIT 3

GRANT DEED

ATTACHMENT A

Legal Description of the Property

That portion of Lots 2, 3 and 4, Block 8, Corrected Map of Stanford Addition to Town of Clovis, recorded in Book 7 of Record of Surveys at Page 56, Fresno County Records, described as follows:

COMMENCING at the Northwest Corner of Lot 1 of said Block 8; thence South 00 degrees 01' 42" West along the West Line of said Lot 1, a distance of 139.92 feet to a point lying 10.00 feet north of the Southwest Corner of Lot 1; thence South 89 degrees 38' 21" East parallel with and 10.00 feet distant from the South Line of Lots 1 through 4 of said Block 8, a distance of 26.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 89 degrees 38' 21" East parallel with and 91.00 feet distant from the West Line of said Lot 1, a distance of 134.94 feet; thence North 89 degrees 39' 09" West parallel with and 5.00 feet distant from the North Line of said Block 8, a distance of 47.00 feet a point lying 44.00 feet east of the West Line of said Block 8, a distance of 47.00 feet to a point lying 44.00 feet east of the West Line of Lot 1; thence South 45 degrees 11' 17" West, a distance of 25.38 feet to a point lying 26.00 feet east of the West Line of said Lot 1; thence South 00 degrees 1' 42" West parallel with and 26.00 feet distant from said West Line, a distance of 116.93 feet to the Point of Beginning.

Containing 0.20 acres more or less.

APN: 491-171-31T

EXHIBIT 3 GRANT DEED ATTACHMENT B

CITY OF CLOVIS HOMEOWNERSHIP ASSISTANCE PROGRAM ACKNOWLEDGMENT OF RESTRICTIVE COVENANTS GOVERNING USE AND RESALE OF THE PROPERTY INCLUDING OPTION TO DESIGNATE ELIGIBLE PURCHASERS

The undersigned acknowledges as follows:

Dated:

- 1. I/We am/are purchasing the Property at 1408 Fourth Street, Clovis, CA 93612, designated as Assessor's Parcel Number 491-171-31T.
- 2. There is recorded against this Property Restrictive Covenants which limit the use and resale of the Property and allow City to designate eligible purchasers. These Restrictive Covenants run with the land for perpetuity.
- 3. I/We meet the current requirements established by the City in order to be deemed an "Eligible Purchaser" as defined in Section 10 of the Restrictive Covenants.
- 4. I/We have read and fully understand these Restrictive Covenants and understand that this, in part, sets forth limitations regarding the transfer of the Property; establishes a maximum sales price for which the Property may be resold based on adjustments to the medium income of a four-person household for the Fresno County area as published by the California Department of Housing and Community Development; establishes the maximum amount for which the Property may be refinanced and establishes a definition of an Eligible Purchaser.
- 5. I/We have had the opportunity to ask City staff any questions I/we have about the document.

 6. The original sales price paid for the Property is \$______. The current area median income for a family of four for the Fresno County area is \$_____.

 7. I/We understand that this document runs with the land and is binding on us when we decide to transfer or refinance the Property, and we agree to comply fully with its terms.

 OWNERS:

 Dated: ______ Signature:_______

Signature:

Exhibit 4 Schedule of Performance

<u>Action</u> <u>Date</u>

1.	Close of Escrow. City shall convey title to the escrowed Property to Developer, and Developer shall accept such conveyance.	Not later than sixty (60) days after the opening of escrow.
2.	Commencement of Construction of Residence on Property. Developer shall obtain the required permits and commence construction of the residence on the Property.	Not later than two (2) years after the close of escrow.
3.	Completion of Construction of Residence on Property. Developer shall complete construction of the residence on the Property.	Developer shall complete construction of the residence on the Property during the three (3) years following execution of the Agreement. Developer may apply for and receive up to two (2) separate one (1) year extensions from the City to complete construction of the residence.

Exhibit 5

Notice of Affordability Restrictions on Transfer of Property

RECORDING REQUESTED BY, AND)
WHEN RECORDED, MAIL TO:)
)
City of Clovis)
1033 Fifth Street)
Clovis, California 93612	
ATTN: City Manager	(Space above provided for Recorder)

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

1408 Fourth Street, Clovis, CA 93612, APN No. 491-171-31T

THIS NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY ("Affordability Restrictions") is recorded in association with the Grant Deed in which the City of Clovis, acting as the Housing Successor to the former Clovis Community Development Agency ("Grantor" or "City") acting to carry out a City of Clovis Redevelopment Plan under the Community Redevelopment Law of California, grants to [NAME], [RELATIONSHIP] ("Grantee" or "Purchaser") the real property described in **Attachment A** ("Property") attached hereto and incorporated herein.

THESE AFFORDABILITY RESTRICTIONS are recorded as required by California Community Redevelopment Law (section 33334.3,) and sets forth the following information with respect to the Property:

A description of the Affordability Restrictions;

The expiration date of Affordability Restrictions;

The street address of the Property;

The Assessor's Parcel Number of the Property; and,

A legal description of the Property.

Restrictive Covenants

The Grantor's/City's Grant of the subject Property to the Grantee/ Purchaser is being made pursuant to certain Affordability restrictions and other covenants as set forth in the Disposition and Development Agreement entered into between Grantor and Grantee dated ________, 2017 (the "Agreement"), a copy of which is on file with Grantor at its offices as a public record and which is incorporated herein by reference.

A complete list of the Affordability Restrictions and other restrictive covenants that run with the Property are set forth in the Agreement. The Affordability Restrictions set forth herein are not intended to be, and shall not be interpreted as, a full and complete recitation of the covenants set forth in the Agreement. The covenants set forth herein are provided strictly for the purpose of placing persons and entities on notice of the existence of certain restrictions and covenants that directly affect any transfer or refinance of the Property.

- 1. <u>Notice of Transfer or Refinancing</u>. In the event Purchaser intends to transfer or to refinance the Property, Purchaser is required to notify City in writing of such intent, as specified in Paragraph 9 of the subject Grant Deed, prior to executing any documents affecting a transfer or refinance.
- 2. <u>City's Option to Designate an Eligible Purchaser</u>. Upon receipt of the Notice of the Intent to Transfer, City shall have the option to designate an Eligible Purchaser to purchase the Property as specified in Paragraph 10 of the subject Grant Deed.
- 3. <u>Transfer to Eligible Purchaser and City's Option to Purchase</u>

 <u>Property.</u> In the event City does not exercise its option to designate an

 Eligible Purchaser, transfer of the Property by Purchaser must be to an

 Eligible Purchaser. An Eligible Purchaser shall be defined as:
 - (A) The City of Clovis;
 - (B) A household with an annual income that does not exceed eighty percent (80%) of the Fresno County Area Median Income

based on the applicable household size, as determined by City pursuant to the appropriate State (Department of Housing and Community Development) and Federal (U. S. Department of Housing and Urban Development) publication.

4.	. <u>N</u>	laximum	Sales	Price.	The a	mount	of mo	ney	Purchaser	may
receive	for any	y transfer	of the	Prope	rty sha	all be c	alled t	the "	Maximum	Sales
Price."	The M	Iaximum	Sales	Price s	hall be	calcu	lated a	as fo	llows:	

(A)	The price Purchaser paid f	for the Property, which at the time
of docume	ent recording is	Dollars
(\$	00).	
[To be set	at the time of first subsequ	ent sale per the Agreement.]

- (B) The Purchase Price shall be adjusted by the percentage increase or decrease of the median income of a four-person household for the Fresno County Area as published by the California Department of Housing and Community Development, or its successor, from the purchase date to the date of the Notice of Intent to Transfer. At the time of document recording, the Fresno County median income for a family of four is \$______.
- (C) Added to the Purchase Price shall be the cost of City approved Capital Improvements in Excess of Five Thousand Dollars (\$5,000.00) ("Qualified Capital Improvements") if within sixty (60) days upon completion of such Qualified Capital Improvements, Purchaser submitted the following to City: (1) an itemized list of the Qualified Capital Improvements; (2) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits or certificate of completion); (3) reliable evidence of the cost of the Qualified Capital Improvements (as evidenced e.g., by an itemized invoice or receipt).
- (D) Added to the Purchase Price shall also be the reasonable closing costs and marketing expenses as determined periodically by City.
- 5. <u>Maximum Refinancing Amount</u>. The maximum amount of any refinancing, shall be ninety percent (90%) of the Maximum Sales Price, whether refinancing is a new first deed of trust, a second (or other) deed of

trust, a home equity loan, or similar line of credit by which the Property secures the promissory note for the deed of first/loan/line of credit.

Date of Expiration of Affordability Restrictions

The Affordability Restrictions as set forth hereinabove are effective for not less than fifty-five (55) years from the date of the transfer of Property.

Street Address of Property

The street address of the Property subject to the Affordability Restrictions as set forth hereinabove is 1408 Fourth Street, Clovis, CA 93612.

Assessor's Parcel Number of Property

The Assessor's Parcel Number (APN) for the Property subject to the Affordability Restrictions as set forth hereinabove is 491-171-31T.

Legal Description of Property

The legal description of the Property which is subject to the Affordability Restrictions is described in **Attachment 1** ("Property") hereto and incorporated herein.

IN WITNESS WHEREOF, the Grantor/City and caused this instrument to be executed on their behalf by hereunto duly authorized, this day of	their respective officers
CITY OF CLOVIS, acting as the Housing Successor to the former Clovis Community Development Agency	
By: Luke Serpa, City Manager	
ATTEST:	
By: John Holt, City Clerk	

APPROVED AS TO	FORM:	
LOZANO SMITH		
By:		
THE GRANTEE/PURCHASER AGREES TO BE BOUND BY THE COVENANTS SET FORTH ABOVE.		
Dated:	_, 2017.	By:
Dated:	_, 2017.	By:

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF TITLE

ATTACHMENT A

Legal Description of the Property

That portion of Lots 2, 3 and 4, Block 8, Corrected Map of Stanford Addition to Town of Clovis, recorded in Book 7 of Record of Surveys at Page 56, Fresno County Records, described as follows:

COMMENCING at the Northwest Corner of Lot 1 of said Block 8; thence South 00 degrees 01' 42" West along the West Line of said Lot 1, a distance of 139.92 feet to a point lying 10.00 feet north of the Southwest Corner of Lot 1; thence South 89 degrees 38' 21" East parallel with and 10.00 feet distant from the South Line of Lots 1 through 4 of said Block 8, a distance of 26.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 89 degrees 38' 21" East parallel with and 91.00 feet distant from the West Line of said Lot 1, a distance of 134.94 feet; thence North 89 degrees 39' 09" West parallel with and 5.00 feet distant from the North Line of said Block 8, a distance of 47.00 feet a point lying 44.00 feet east of the West Line of said Block 8, a distance of 47.00 feet to a point lying 44.00 feet east of the West Line of Lot 1; thence South 45 degrees 11' 17" West, a distance of 25.38 feet to a point lying 26.00 feet east of the West Line of said Lot 1; thence South 00 degrees 1' 42" West parallel with and 26.00 feet distant from said West Line, a distance of 116.93 feet to the Point of Beginning.

Containing 0.20 acres more or less.

APN: 491-171-31T

Exhibit 6 Reversionary Interest Notice

RECORDING REQUESTED BY AND)
WHEN RECORDED, RETURN TO AND)
MAIL TAX STATEMENTS TO:)
)
City of Clovis)
1033 Fifth Street)
Clovis, CA 93612)
NOTICE OF	REVERSIONARY INTEREST
1408 Fourth Street,	Clovis, CA 93612, APN No. 491-171-31T
Clovis Community Development Ag nonprofit corporation ("Developer"). ("Agreement") dated	LOVIS, acting as the Housing Successor to the former gency ("City") and Habitat for Humanity, a California entered into a Disposition and Development Agreement, 2017 in connection with the sale of certain real a Street, in the City of Clovis ("Property" or "Parcel").
complete certain Improvements by sp	tions 2 and 8.4 of the Agreement, Developer failed to pecified dates or otherwise failed to timely cure a breach of the identified Property has reverted back to City.
NOW, THEREFORE, City de identified Property and City intends t	oes hereby give notice that Title has reverted to City for the to exercise all rights to the Property.
IN WITNESS WHEREOF, th	ne City has duly executed this instrument this day of
CITY OF CLOVIS, acting as the Hoto to the former Clovis Community Dev	
By:, City Manager	
J:\wdocs\00604\116\agt\00509779.DOC	

DISPOSITION AND DEVELOPMENT AGREEMENT

CITY OF CLOVIS

and

HABITAT FOR HUMANITY

(1418 Fourth Street, APN No. 491-171-30T)

TABLE OF CONTENTS

	REC	CITALS	1	
1.	Sale	of Property	1	
2.	Reve	ersionary Interest	1	
3.	Escrow		2	
	3.1	Opening	2	
	3.2	Escrow Account		
	3.3	Developer's Obligations		
	3.4	City's Obligations		
	3.5	Duties of Escrow Agent		
	3.6	Cancellation of Escrow		
	3.7	Liability of Escrow Agent	3	
	3.8	Conveyance of Title and Delivery of Possession		
	3.9	No Broker Fees.		
	3.10	Title Report and Permitted Exceptions		
	3.11	Title Insurance		
	3.12	Representations of City		
	3.13	Condition of the Parcels		
4.	Preliminary Work by Developer			
	4.1	License	6	
	4.2	Existing Documents	6	
5.	Finar	ncing	6	
	5.1	City Grant for Purchase Price	6	
6.	Deve	lopment of the Property	6	
	6.1	Construction Plans and Related Drawings and Documents		
	6.2	Changes to Final Plans	7	
	6.3	Progress Meetings	7	
	6.4	Cost of Construction	7	
	6.5	Indemnification and Insurance	7	
	6.6	City and Other Governmental Agency Permits	7	
	6.7	Local, State and Federal Laws		
	6.8	Anti-Discrimination During Construction	7	
	6.9	Taxes, Assessments, Encumbrances and Liens		
	6.10	Certificate of Occupancy		
	6.11	Prohibition Against Transfer of the Parcels, the Buildings		
		Or Structures Thereon and Assignment of Agreement	ð	

7.	Affordable Housing Requirements		8
	7.1	Covenants Running with the Land	
	7.2	Other Obligations	
	7.3	Obligation to Refrain From Discrimination	9
	7.4	Effect and Duration of Covenants	
	7.5	City as Beneficiary of Covenants	9
	7.6	Developer Acknowledgement of Covenants	
8.	Defa	ults, Remedies and Termination	10
	8.1	Defaults – General	
	8.2	Legal Actions	
		8.2.1 Institution of Legal Actions	
		8.2.2 Applicable Law	
	8.3	Termination	
		8.3.1 Termination by the City Prior to Conveyance	10
	8.4	Reversionary Interest	
	8.5	Remedies	
9.	Misc	ellaneous Provisions	11
	9.1	Enforced Delay; Extension of Times of Performance	
	9.2	Inspection of Books and Records	
	9.3	Integration	
	9.4	Interpretation	
	9.5	Further Documents and Actions	

EXHIBITS

1.	Legal Description of the Property and Parcels
2.	Map of the Property and Parcels
3.	Form of Grant Deed to Developer
4.	Schedule of Performance
5.	Notice of Affordability Restrictions on Transfer of Property
6.	Reversionary Interest

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between the City of Clovis acting as the Housing Successor to the former Clovis Community Development Agency ("City") and Habitat for Humanity Fresno, Inc., a California nonprofit corporation, DBA Habitat for Humanity Fresno County ("Developer") with respect to the following recitals, which are a substantive part of this Agreement. The effective date of this Agreement shall be the date the Agreement is executed by City ("Effective Date").

RECITALS

- A. City owns the parcel located at 1418 Fourth Street, Clovis, Assessor's Parcel No. 491-171-30T ("Property" or "Parcel"). The Property is legally described in **Exhibit 1**.
- B. City desires Developer to develop the Property for affordable housing pursuant to this Agreement in order to fulfill the intent of the City of Clovis Redevelopment Plans.
- C. Developer desires to acquire the Property for the purposes of building affordable housing in accordance with the Redevelopment Plans.
- D. The transfer of the Property in accordance with the terms of this Agreement is consistent with the health, safety, morals and welfare of the residents of Clovis, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

NOW, THEREFORE, the Parties agree as follows:

- 1. Sale of Property. City agrees to sell the Property to Developer for the fair market value established by an MAI appraiser ("Purchase Price"). The Purchase Price may be satisfied through the City financing as set forth in Section 5. The Property shall be developed by Developer as an individual single-family home for sale, and as affordable housing in conformance with the applicable Redevelopment Plan and subject to the restrictions of this Agreement. The Parcel is depicted in the map attached as Exhibit 2. The City shall convey to Developer fee simple title to the Parcel, comprising the Property free and clear of all recorded liens, encumbrances, assessments, leases, and taxes except as are consistent with this Agreement, subject only to easements of record. The Parcel shall be sold subject to City's Grant Deed Containing Covenants, Conditions and Restrictions Governing Use of the Property as set forth in Exhibit 3 ("Grant Deed"). The sale of the Property shall be subject to a reversionary interest as set forth in Section 2.
- 2. <u>Reversionary Interest.</u> The Grant Deed for the Property shall contain the following restrictions: (1) a restriction that if Developer fails to complete the construction of the housing on the Property within the time period set forth in the Schedule of Performance (Exhibit 4), title to the subject property shall automatically revert back to City; and (2) a restriction that if Developer fails to cure a breach of this Agreement within thirty (30) days after written notice thereof by

City, title to the Property shall automatically revert back to City. This Reversionary Interest shall terminate upon sale of each Parcel to the first owner-occupant.

If title to the Property reverts back to City in accordance with this Section, City shall be entitled to reenter and take possession of the Property, with all improvements thereon. Any and all buildings and fixtures on the Property shall, without compensation to Developer, become the property of City free and clear of all claims to or against them by Developer, or any third party. These rights are to be interpreted in light of the fact that the City conveyed the Property to Developer at no cost.

This Reversionary Interest shall terminate upon sale of a Parcel to the first owner-occupant as set forth in **Section** 7.

3. Escrow.

- 3.1. Opening. Within ten (10) days of the Effective Date, City shall open Escrow with a mutually agreeable escrow company ("Title Company" or "Escrow Agent") by depositing a copy of this Agreement with Escrow Agent. The Parties shall execute such other supplemental escrow instructions required by Escrow Agent or otherwise necessary to carry out the terms of this Agreement. This Agreement constitutes the joint escrow instructions of City and Developer with respect to conveyance of the Property. The Escrow Agent is hereby empowered to act under this Agreement and shall carry out its duties accordingly.
- 3.2. <u>Escrow Account</u>. All funds received into Escrow shall be deposited by Escrow Agent in a general escrow account with any state or national bank doing business in the state of California. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month.
- 3.3. <u>Developer's Obligations</u>. Prior to the close of escrow ("Closing"), Developer shall deliver into Escrow:
 - a. The Purchase Price for the Property, which may be in the form of the City grant set forth in **Section 5**.
 - b. One hundred percent (100%) of any costs and fees associated with Escrow.
 - c. The cost of the premium for the title insurance policy or special endorsements for the Parcel.
 - d. Any taxes or other fees related to the Property after conveyance of title, but which are required to be paid into Escrow.

- 3.4 <u>City's Obligations</u>. Prior to Closing, City shall deliver into escrow:
- a. The Grant Deed conveying to Developer title to the Parcel in substantially the form attached as Exhibit 3.
- b. Any costs necessary to place the title to the Parcel in the condition for conveyance required by the provisions of this Agreement;
 - c. Zero percent (0.00%) of any costs and fees associated with Escrow;
 - d. Any cost of drawing the grant deed or deeds;
 - e. All recording and notary fees;
- f. Any taxes or other fees related to the Property prior to conveyance of title, but which are required to be paid into Escrow; and
 - g. Any state, county or City documentary transfer tax.
- 3.5 <u>Duties of Escrow Agent</u>. The Escrow Agent shall perform the following duties in accordance with this Agreement:
- a. Pay and charge City and Developer, respectively, for any costs and fees payable under this Section 3. Before such payments are made, Escrow Agent shall notify City and Developer of the costs and fees necessary to clear title and close Escrow;
- b. Disburse funds and deliver the Grant Deed and other documents to the parties entitled thereto when the conditions of the Escrow have been fulfilled by City and Developer; and
- c. Record any instruments delivered through Escrow, if necessary or proper, to vest title in Developer in accordance with the terms and provisions of this Agreement.
- 3.6. <u>Cancellation of Escrow</u>. If the Closing of Escrow does not occur before the time for conveyance established in the Schedule of Performance, Escrow may be canceled by mutual agreement of the Parties or, if one Party has not performed its obligations under this Agreement, individually by a Party who has fully performed the acts required by this Agreement ("Canceling Party"). The Canceling Party shall provide written notice of cancellation to the Escrow Agent. Upon receipt of the notice of cancellation, Escrow Agent shall return all money, papers or documents delivered into Escrow.
- 3.7. <u>Liability of Escrow Agent</u>. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under this Section.
- 3.8. <u>Conveyance of Title and Delivery of Possession</u>. Conveyance of title to the Parcels shall be completed on or prior to the dates specified in the Schedule of Performance.

City and Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions. Possession of the Property shall be delivered to Developer concurrently with the conveyance of title thereto.

- 3.9 <u>No Broker Fees</u>. The Parties represent that they have not engaged any broker, agent or finder in connection with this transaction. Each Party shall bear their own costs, if any, of any real estate commissions or brokerage fees.
- 3.10 <u>Title Report and Permitted Exceptions</u>. Title Company shall prepare and deliver to City and Developer a current preliminary title report ("Title Report") for the Property, together with a copy of the documents listed as exceptions therein. As a condition precedent to Developer's obligations, but not as a covenant of City, City shall convey the Property, and Developer shall accept the Property, subject to the following matters, which are collectively referred to as the "Permitted Exceptions":
 - a. All exceptions to title shown in the Title Report that are approved or deemed approved by Developer;
 - b. The lien of non-delinquent real and personal property taxes and assessments;
 - c. Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now existing or hereafter in effect with respect to the Property;
 - d. Matters affecting the condition of title created by or with the written consent of Developer;
 - e. Water rights, and claims of title to water, whether or not shown by the public records; and
 - f. Unless Developer elects to obtain an ALTA policy of title insurance, discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any state of facts which inspection of the Property would disclose and which are not shown by the public records; and standard printed exclusions generally included in a CLTA owner's policy (or ALTA owner's policy, as the case may be).
- 3.11 <u>Title Insurance</u>. Title Company shall provide to Developer a title insurance policy for the Parcel insuring that title is vested in the Developer in the condition required by this Section and in the amount of the Purchase Price. Title Company shall provide City with a copy of the title insurance policy. Title Company shall, if requested by Developer, provide Developer with an endorsement to insure the amount of Developer's estimated development costs for the improvements to be constructed upon the Parcel. Developer shall pay the entire premium for any such increase in coverage requested by it.

- 3.12 <u>Representations of City</u>. Except as specifically provided, the following constitute representations of City, which shall be true and correct as of the Close of Escrow to the best of City's knowledge:
 - a. City has no actual knowledge, without duty of investigation on City's part, of any actions, suits, material claims, including claims based on labor or services performed, tenants' claims or disputes, or legal proceeding affecting the Property.
 - b. City has not received any notice from governmental authorities pertaining to violation of law or governmental regulations with respect to the Property.
 - c. City has no actual knowledge, without duty of investigation on City's part, of any pending proceeding in eminent domain or otherwise, which would affect the Property.
 - d. City has no knowledge of any leases, subleases, occupancies or tenancies pertaining to the Property, which have not been disclosed to Developer. To the best of City's knowledge, no one else has right of possession or other agreements to lease or purchase the Property.
 - e. City has no actual knowledge, without duty of investigation, of the presence of underground storage tanks, asbestos, PCBs or any hazardous waste, pollutants or contaminants as defined under any federal, state, or local statute, regulation or ordinance which are or have been released on or under the Property.

3.13 Condition of the Parcel.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT CITY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

DEVELOPER ACKNOWLEDGES AND AGREES THAT UPON CLOSING CITY SHALL SELL AND CONVEY TO DEVELOPER AND DEVELOPER SHALL ACCEPT EACH OF THE PARCELS AND THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. DEVELOPER HAS NOT RELIED AND WILL NOT RELY ON, AND CITY IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY CITY OR ANY EMPLOYEES OR AGENTS REPRESENTING OR PURPORTING TO REPRESENT CITY, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET

FORTH IN THIS AGREEMENT. DEVELOPER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

DEVELOPER REPRESENTS TO CITY THAT DEVELOPER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS DEVELOPER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON THE SAME.

4. Preliminary Work by Developer.

- 4.1 <u>License</u>. City grants Developer and its agents permission to access the Property at reasonable times prior to the Close of Escrow to perform testing and preliminary work necessary to carry out this Agreement. Such testing and work shall be done at the sole expense and risk of Developer. Developer shall indemnify, defend and hold the City of Clovis, their officers, employees, volunteers, and agents, harmless against any claims resulting from such testing and work, or from access and use of the Parcel. Developer shall provide copies of data, surveys and tests obtained or made by Developer on the Parcel. Any testing or work by Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.
- 4.2 <u>Existing Documents</u>. City shall provide Developer copies of all data and information regarding the Property available to City, but without warranty or representation by City as to the completeness, correctness or validity of such data and information.

Financing.

5.1 <u>City Grant for Purchase Price</u>. City agrees to transfer the Property to Developer for zero dollars (\$0.00), which shall be considered a grant for the Purchase Price ("City Grant").

The Grant Deed shall contain a Reversionary Interest as set forth in **Section 2**.

6. Development of the Property.

6.1 <u>Construction Plans and Related Drawings and Documents</u>. Developer shall prepare and submit construction plans and related drawings and documents ("Construction Plans") for each of the Parcels to City for review and written approval. Developer shall first submit preliminary Construction Plans for City approval. City shall return its comments and Developer shall consider those comments in developing final Construction Plans, which shall include sufficient detail to obtain required construction and building permits from the appropriate governmental agencies. Final Construction Plans shall be submitted to City for approval. Any disapproval shall state in writing the reasons for disapproval and the required change. Upon

receipt of a notice of disapproval, Developer shall revise the Construction Plans and resubmit them to City as soon as practicable. Developer may not commence construction until after it has received approval of the final Construction Plans from City.

- 6.2 <u>Changes to Final Plans</u>. If Developer desires to make any substantial change in the Final Construction Plans after their approval by City, Developer shall submit the proposed change to City for its approval.
- 6.3 <u>Progress Meetings</u>. During the preparation of Construction Plans, City and Developer staff shall hold regular progress meetings to coordinate the preparation, submission and review of Construction Plans by City.
- 6.4 <u>Cost of Construction</u>. City and Developer shall pay their own costs related to administration of their respective obligations under this Agreement.
- 6.5 Indemnification and Insurance. Developer agrees to indemnify, defend, and hold harmless the City of Clovis, and its officers, employees, volunteers, and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with this Agreement. Without limiting Developer's obligations under this Section, Developer shall maintain insurance satisfactory to City's Risk Manager covering its activities under this Agreement. If Developer fails to maintain the insurance required by this Agreement, City may immediately terminate this Agreement or elect to procure or renew such insurance at its expense. Developer shall immediately reimburse City for all expenses related to City procuring insurance due to Developer's breach.
- 6.6 <u>City and Other Governmental Agency Permits</u>. Notwithstanding City's obligation to review and approve Construction Plans, before commencement of construction on any Parcel, Developer shall, at its own expense, secure all permits required by the City or any other governmental agency for the Development. City shall cooperate with Developer in securing these permits.
- 6.7 <u>Local, State and Federal Laws</u>. Developer shall carry out construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.
- 6.8 Anti-Discrimination During Construction. Developer, for itself and its successors and assigns, agrees that in the construction of the improvements provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, or disability as defined in California Government Code section 12955, et seq.
- 6.9 <u>Taxes, Assessments, Encumbrances and Liens</u>. Developer shall pay all real estate taxes and assessments assessed and levied on each of the Parcels comprising the Property for any period subsequent to conveyance of title to such Parcel. Prior to the issuance of a Certificate of Occupancy therefor, Developer shall not place or allow to be placed on any Parcel any mortgage,

trust deed, encumbrance or lien unauthorized by this Agreement. Developer shall remove or have removed any levy or attachment made on any Parcel, or shall assure the satisfaction thereof, within a reasonable time, but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to Developer in respect thereto.

- 6.10 <u>Certificate of Occupancy</u>. Promptly after completion of all construction to be completed by Developer upon a Parcel, City shall furnish Developer with a Certificate of Occupancy, indicating the satisfactory completion as required by this Agreement. The Certificate of Occupancy may be recorded in the Office of the County Recorder of Fresno County. The City shall not unreasonably withhold any Certificate of Occupancy. Such Certificate of Occupancy is not notice of completion as referred to in California Civil Code section 3093.
- 6.11 <u>Prohibition Against Transfer of the Parcels, the Buildings or Structures Thereon and Assignment of Agreement</u>. Prior to City issuing a Certificate of Occupancy for a Parcel, Developer shall not, unless expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of such Parcel without the prior written approval of City. This is not intended to prohibit the granting of easements or permits to facilitate the development of the Parcel.

7. Affordable Housing Requirements.

- 7.1 <u>Covenants Running with the Land</u>. Developer agrees that the Parcel shall be designated affordable housing and the following covenants, in addition to those set forth in the Grant Deed incorporated herein by reference (**Exhibit 3**), shall run with the land:
 - a. Construction on the Parcel shall be a single family residence.
 - b. The maximum sale price to the first owner occupant shall not exceed the appraised value of the Property.
 - c. After issuance of a Certificate of Occupancy, the Parcel shall be made available for sale at an affordable housing cost as defined in California Health and Safety Code section 50052.5, to persons and families of low or moderate income ("Qualified Buyer"). Qualified Buyer means a household whose income does not exceed eighty percent (80%) of area-median income, adjusted for family size, as determined by City, pursuant to section 50093 of the California Health and Safety Code. The requirements set forth in the California Community Redevelopment Law, Health and Safety Code § 33000 et seq. shall be followed in selecting a Qualified Buyer. To that end, prior to any sale or transfer of any portion of or any interest in the Parcel, Developer shall submit to City a request for approval of the proposed transferee. The request shall be accompanied by the following information: (i) the proposed sale price; (ii) the information necessary to determine Buyer's status as a Qualified Buyer; (iii) details of the first mortgage; and (iv) any other information necessary for City to ensure compliance with the California

Community Redevelopment Law. City may reject the proposed transferee if the transferee is not a Qualified Buyer, if the transferee will be spending more than thirty percent (30%) of its gross income for housing, and for a failure to meet any requirement under the California Community Redevelopment Law.

- d. SPECIFIC REFERENCE IS MADE TO **EXHIBIT 3**, THE GRANT DEED, FOR COVENANTS PERTAINING TO: RESTRICTIONS ON SUBSEQUENT TRANSFERS OF THE PARCEL; MAINTENANCE OF THE PARCEL; CITY OPTION TO DESIGNATE SUBSEQUENT ELIGIBLE PURCHASERS; CITY OPTION TO PURCHASE A PARCEL UPON A PROPOSED SUBSEQUENT SALE; DETERMINATION OF MAXIMUM PRICE FOR SUBSEQUENT SALES OF THE PARCEL; DETERMINATION OF MAXIMUM REFINANCING AMOUNTS; AND OTHER COVENANTS AS SET FORTH IN **EXHIBIT 3**.
- 7.2 Other Obligations. Developer shall obtain from the owner-occupant of the Parcel, and deliver to City concurrently with the close of escrow for the sale of the Parcel, the following documents: (i) Attachment B to the Grant Deed (see Exhibit 3) which is the City of Clovis Homeownership Assistance Program Acknowledgment of Restrictive Covenants Governing Use and Resale of the Property Including Option to Designate Eligible Purchasers; and (ii) Notice of Affordability Restrictions on Transfer of Property as set forth in Exhibit 5.
- 7.3 Obligation to Refrain From Discrimination. Developer covenants by and for itself and any successors in interest not to discriminate upon the basis of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof. Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sublessees, or vendees in the Property.
- 7.4 Effect and Duration of Covenants. Except as otherwise provided, the covenants contained in this Agreement and the Grant Deeds for the Parcel shall remain in effect in perpetuity. The covenants established in this Agreement and the Grant Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, its successors and assigns and any successor in interest to any of the Parcels comprising the Property.
- 7.5 <u>City as Beneficiary of Covenants</u>. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of City without

regard to whether City has been, remains or is an owner of any land or interest therein in any of the Parcel comprising the Property or in the Redevelopment Plan project areas. City shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

7.6 Developer Acknowledgment of Covenants. DEVELOPER ACKNOWLEDGES AND AGREES THAT, AS A RESULT OF THIS AGREEMENT, THE SALE OF THE PARCEL MAY BE RENDERED MORE DIFFICULT THAN WOULD BE THE CASE ABSENT THE AGREEMENT, THAT WHEN THE PARCELS ARE SOLD, IT IS LIKELY THAT THE AMOUNT RECOVERED BY THE DEVELOPER WILL BE SUBSTANTIALLY LESS THAN WOULD BE RECEIVED ABSENT THE RESTRICTIONS AND LIMITATIONS OF THIS AGREEMENT.

	DEVELOPER'S	INITIALS
--	-------------	----------

8. <u>Defaults, Remedies and Termination</u>.

8.1 <u>Defaults - General</u>. Upon material breach of this Agreement, the non-defaulting party shall give written notice of default to the other party within thirty (30) days, which notice shall identify the breach and demand a cure. If default is not cured by the defaulting party within thirty (30) days, the noticing party may terminate this Agreement and/or seek remedy pursuant to this Agreement. Any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

8.2 Legal Actions.

- 8.2.1 <u>Institution of Legal Actions</u>. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Fresno, State of California, or in the appropriate Federal District Court (for Fresno County) in the State of California.
- 8.2.2 <u>Applicable Law</u>. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

8.3 Termination

8.3.1 <u>Termination by the City Prior to Conveyance</u>. City may terminate this Agreement prior to conveyance of title to the Developer for the following breaches if such breach is not cured within thirty (30) days after written demand by the City:

- a. The Developer transfers or assigns or attempts to transfer or assign this Agreement or any rights herein related to the Property, or the buildings or improvements thereon in violation of this Agreement; or
- b. There is any significant change in the ownership or identity of the Developer; or
- c. The Developer does not submit evidence that it has the necessary financing for building on the Property; or
 - d. The Developer fails to submit to City the Construction Plans; or
- e. The Developer is in breach or default with respect to any other obligation of the Developer under this Agreement.
- 8.4 <u>Reversionary Interest</u>. As set forth above in **Section 2**, if Developer fails to complete the construction of the housing on any of the lots within the time period set forth in the Schedule of Performance (**Exhibit 4**), title to the Property shall automatically revert back to City.
- 8.5 <u>Remedies</u>. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

9. Miscellaneous Provisions.

- 9.1 Enforced Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to events or occurrences beyond the control of the party who would be in default such as unusually severe weather or inability to secure necessary labor, materials or tools. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall run from the time of commencement of the cause. Notice by the party claiming such extension shall be sent to the other party within thirty (30) days after the commencement of the cause. If notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the party claiming the extension shall be liable for damages caused for the time period between the commencement of the cause and the providing of notice. Times of performance under this Agreement may also be extended in writing by City and Developer.
- 9.2 <u>Inspection of Books and Records</u>. City has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Developer pertaining to the Property and each Parcel thereof as pertinent to the purposes of this Agreement.
- 9.3 <u>Integration</u>. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement

or a contemporaneous oral agreement, nor explained or supplement by evidence of consistent additional terms. Any amendment shall be in writing, subject to approval of both parties.

- 9.4 <u>Interpretation</u>. Each of the Parties acknowledges and agrees that this Agreement is an accord to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.
- 9.5 <u>Further Documents and Actions</u>. Each of the Parties agrees to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, City and Developer have signed this Agreement as set forth below.

	CITY OF CLOVIS, acting as the Housing Successor to the former Clovis Community Development Agency
Dated:	By: Luke Serpa, City Manager
	"CITY"
	HABITAT FOR HUMANITY A California nonprofit corporation
Dated:	By: Its: Chief Executive Officer
Dated:	By: Its: Board Chairman
	"DEVELOPER"
ATTEST:	
By: John Holt, City Clerk	
Dated:	
APPROVED AS TO FORM:	
By: David J. Wolfe City Attorney	
Dated:	

J:\wdocs\00604\116\agt\00509850.DOC

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

That portion of Lots 4, 5 and 6, Block 8, Corrected Map of Stanford Addition to Town of Clovis, recorded in Book 7 of Record of Surveys at Page 56, Fresno County Records, described as follows:

COMMENCING at the Northwest Corner of Lot 1 of said Block 8; thence South 89 degrees 39' 09" East along the North Line of said Block 8, a distance of 149.96 feet to the Northeast Corner of said Lot 6; thence South 00 degrees 01' 29" West along the East Line of said Lot 6, a distance of 5.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 00 degrees 01' 29" West along said East Line, a distance of 134.96 feet to a point lying 10.00 feet north of the Southeast Corner of said Lot 6; thence North 89 degrees 38' 21" West parallel with and 10.00 feet distant from the South Line of said Block 8; thence North 00 degrees 01' 42" East parallel with and 91.00 feet distance from said West Line, a distance of 134.94 feet to a point lying 5.00 feet south of the North Line of said Block 8; thence South 89 degrees 39' 09" East parallel with and 5.00 feet distant from said North Line, a distance of 58.96 feet to the Point of Beginning.

Containing 0.18 acres more or less.

APN: 491-171-30T

Exhibit 2 – Map of property and parcels

Exhibit 3 Form of Grant Deed

GRANT DEED

RECORDING REQUESTED BY AND)	
WHEN RECORDED, RETURN TO AND)	
MAIL TAX STATEMENTS TO:)	
)	
)	
)	
)	

GRANT DEED WITH REVERSIONARY INTEREST

GRANT DEED CONTAINING COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING USE AND RESALE OF THE PROPERTY

1418 Fourth Street, Clovis, CA 93612, APN No. 491-171-30T

For a valuable consideration, receipt of which is hereby acknowledged,

The City of Clovis, acting as the Housing Successor to the former Clovis Community Development Agency ("Grantor" or "City"), hereby grants to **Habitat for Humanity Fresno**, **Inc.** ("Grantee" or "Purchaser") the real property described in **Attachment A** ("Property") attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record.

Grantor is also conveying the Property to Grantor with a Reversionary Interest in City should Grantee fail to timely complete improvements to the Property.

Grantee understands that one of Grantor's purposes is to provide affordable housing to residents of the City of Clovis. In order to maintain Grantor's ability to provide affordable housing, Grantor has agreed to convey the Property subject to, and Grantee has agreed to be bound by, covenants, conditions, and restrictions limiting Grantees right to use and resell the Property by establishing resale, financing, and occupancy restrictions; and by reserving Grantor an option to designate eligible subsequent purchasers.

The Property is conveyed in accordance	ce with and subject to the applicable
Redevelopment Plan and pursuant to the Disp	osition and Development Agreement entered into
between Grantor and Grantee dated	, 2017 ("Agreement"), a copy of which is
on file with Grantor at its offices as a public r	ecord and which is incorporated herein by
reference.	

NOW, THEREFORE, the following Reversionary Interest and Covenants, Conditions, and Restrictions ("Restrictive Covenants") shall run with the land:

I. REVERSIONARY INTEREST.

- 1. <u>Failure to Timely Complete Construction</u>. If Grantee fails to complete construction of the residences on the Property within the time period set forth in **Exhibit 4** (Schedule of Performance) of the Agreement, and Grantee fails to obtain an extension of time for the completion of this obligation, title of any and all uncompleted lots shall automatically revert back to City.
- 2. <u>Failure to Cure Breach of Agreement</u>. If Grantee fails to cure a breach of the Agreement within thirty (30) days after written notice thereof by City, title to the Property shall automatically revert back to City.
- 3. Effect of Title Reverting to City. If title to the Property reverts back to City, City shall be entitled to reenter and take possession of the Property, with all improvements thereon. Any and all buildings and fixtures on the Property shall, without compensation to Grantee, become the property of City free and clear of all claims to or against them by Grantee, or any third party. These rights are to be interpreted in light of the fact that the City conveyed the Property to Grantee at no cost.
- 4. <u>Expiration of Reversionary Interest</u>. The Reversionary Interest for each lot on the Property shall terminate upon sale of the Property to the first owner occupant as set forth in the Agreement.

II. RESTRICTIVE COVENANTS.

- 1. <u>Disposition and Development Agreement</u>. The Property is conveyed in accordance with the Agreement.
- 2. <u>Definition of Purchaser: Acknowledgment and Certification</u>. All subsequent purchasers or successors ("Purchaser") shall certify his/her acknowledgment of these Restrictive Covenants by executing a form substantially the same as **Attachment B**. The term Purchaser as hereinafter used in these Restrictive Covenants shall mean Grantee and all subsequent Purchasers.
- 3. <u>Single Family Residence: Residency.</u> Purchaser hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property, or any part thereof, that after construction of the single family home and sale to the first owner occupant as set forth in the Agreement, Purchaser, such successors and such assigns, shall maintain and use the Property only as a single-family residence and that Purchaser will occupy the Property as his/her principal place of residence. Purchaser shall be considered as occupying the Property as a principal place of residence if Purchaser is living on the Property for at least ten (10) months out of each calendar year. The Property may not be subleased or rented.

- 4. Restrictions on Transfer. Any transfer of the Property after sale to the first owner occupant shall be subject to the provisions of these Restrictive Covenants. Transfer shall mean any voluntary or involuntary sale, assignment or transfer of ownership of the Property or of any interest in the Property, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred but title is retained by the transferor; except that Transfer shall not mean any of the following:
- (a) As to any Purchaser who at the time of the purchase took title to the Property by him/herself but subsequently marries or files a Declaration of Domestic Partnership:
- (1) a transfer of the Property without consideration from the Purchaser to the Purchaser and the Purchaser's spouse/domestic partner whereby title to the Property is then held by the Purchaser and Purchaser's spouse/domestic partner; or
- (2) a devise or inheritance of the Property to the Purchaser's spouse/domestic partner, whether as a surviving joint tenant or otherwise; or
- (3) as part of dissolution of marriage/termination of domestic partnership proceedings, the transfer of the Property from the Purchaser to the Purchaser's spouse/domestic partner provided, however, that the spouse/domestic partner qualifies, at the time of the transfer, as subsequent purchaser under these Restrictive Covenants.
- (b) As to any Purchaser(s) who at the time of the purchase took title jointly (whether as joint tenants, tenants in common, as community property, or otherwise):
 - (1) a device or inheritance of the Property to the surviving Purchaser; or
- (2) as part of dissolution of marriage or other legal proceedings (such as a termination of domestic partnership), the transfer of the Property from one Purchaser to the other Purchaser.
- 5. Maintenance of Property. Purchaser shall maintain the Property and improvements thereon, including landscaping and yard areas, in good condition and repair, free from the accumulation of debris and waste materials, consistent with community standards and in compliance with all applicable codes, including City of Clovis ordinances. If not so maintained, the City of Clovis may notify Purchaser of such conditions and of a reasonable time to correct the conditions. For landscaping and yard maintenance, a reasonable time shall be considered five (5) days. If the conditions are not corrected within the time provided the City of Clovis may perform the necessary maintenance at the expense of the Purchaser which expense will become a debt due and owing the City of Clovis. If the debt is not paid within ten (10) days of notice, the debt may be placed as a lien on the Property.

- 5A. <u>Timely Payment of Loans, Taxes, and Assessments</u>. Purchaser shall timely pay, and prior to default, all monetary obligations secured by the Property, including without limitation all loan obligations, property taxes and assessments.
- 6. Additions and Improvements to Property. After sale to the first owner occupant, Purchaser shall not undertake substantial remodeling or additions to the Property without the advance written approval of City. Capital Improvements in excess of Five Thousand Dollars (\$5,000.00) shall be considered a substantial remodeling or addition. See Section 12 below for a further definition of Capital Improvements.
- 7. Inspection of Property. Upon City's receipt of a notice of intent to transfer as detailed in Section 9 below, City shall be given the right to enter and to inspect the Property to determine whether any violations of building, plumbing, electric, fire, housing, neighborhood preservation, or other applicable codes exist and whether the Property has been maintained in good condition. City shall notify Purchaser with regard to any noted code violations and maintenance deficiencies (collectively, the "Deficiencies"), and Purchaser shall cure the Deficiencies in a reasonable manner acceptable to the City within sixty (60) days of being notified in writing of the result of the inspections. Should Purchaser fail to cure all the Deficiencies prior to the scheduled date for the close of escrow, at the option of City or an Eligible Purchaser as defined in Section 10 below, escrow may be closed, title passed and money paid to the Purchaser subject to the condition that such funds as are necessary to pay for curing the Deficiencies, based upon written estimates obtained by City, shall be withheld from the money due Purchaser and held by the escrow holder for the purpose of curing the Deficiencies. City and/or the Eligible Purchaser shall cause the Deficiencies to be cured and, upon certification of completion of work by City, the escrow holder shall utilize such funds to pay for said work. Any remaining funds shall be paid to Purchaser.
- 8. <u>Nondiscrimination</u>. Purchaser agrees for itself and any successor in interest not to discriminate upon the basis of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof. Purchaser covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof, nor shall Purchaser itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sublessees, or vendees in the Property.
- 9. <u>Notice of Transfer or Refinancing</u>. If after sale to the first owner occupant, Purchaser intends to transfer or to refinance the Property, Purchaser shall promptly notify City in writing of such intent. For purposes of these Restrictive Covenants, refinance includes a home equity loan or similar line of credit by which the Property secures the promissory note for the loan/line of credit. Prior to executing any documents affecting a transfer or refinancing, Purchaser shall send the notice (hereinafter referred to as the "Notice of Intent to Transfer or

Refinance") by certified mail return receipt requested, to the City Manager, City of Clovis, 1033 Fifth Street, Clovis, California 93612. Purchaser has the right to withdraw the Notice of Intent to Transfer or Refinance prior to the opening of an escrow to purchase the Property or prior to the recording of any financing documents.

- 10. City's Option to Designate an Eligible Purchaser. Upon receipt of the Notice of the Intent to Transfer, City shall have the option to designate an Eligible Purchaser, as defined in Section 11 below, to purchase the Property in the manner set forth hereunder. Within thirty (30) days of receipt by City of the Notice of Intent to Transfer, City shall: (1) notify Purchaser of the Maximum Sales Price, as defined in Section 12 herein, to be paid for the Property; (2) inspect the Property as described in Section 7, above; and (3) notify Purchaser regarding whether or not City intends to exercise its option to designate an Eligible Purchaser. The notification to Purchaser regarding the option to designate an eligible Purchaser shall be sent by certified mail return receipt requested. If City exercises this option, it shall cause an escrow to purchase the Property to be opened within thirty (30) days following such notification to Purchaser, and it shall cause the Property to be purchased by its designated Eligible Purchaser within one hundred twenty (120) days following receipt by City of Purchaser's Notice of Intent to Transfer.
- 11. <u>Transfer to Eligible Purchaser and City's Option to Purchase Property</u>. In the event City does not exercise its option to designate an Eligible Purchaser, transfer of the Property by Purchaser must be to an Eligible Purchaser. An Eligible Purchaser shall be defined as:
 - (a) The City of Clovis;
 - (b) A household with an annual income that does not exceed eighty percent (80%) of the Fresno County Area Median Income based on the applicable household size, as determined by City pursuant to the appropriate State (Department of Housing and Community Development) and Federal (U. S. Department of Housing and Urban Development) publication.
- 12. <u>Determination of Maximum Sales Price</u>. After sale to the first owner occupant, the amount of money Purchaser may receive for any transfer of the Property shall be called the "Maximum Sales Price." The Maximum Sales Price shall be calculated as follows:
 - (a) The price the first owner occupant paid for the Property.
- (b) The Purchase Price shall be adjusted by the percentage increase or decrease of the median income of a four-person household for the Fresno County Area as published by the California Department of Housing and Community Development, or its successor, from the purchase date to the date of the Notice of Intent to Transfer.
- (c) Added to the Purchase Price shall be the cost of City approved Capital Improvements in Excess of Five Thousand Dollars (\$5,000.00) ("Qualified Capital Improvements") if within sixty (60) days upon completion of such Qualified Capital Improvements, Purchaser submitted the following to City: (1) an itemized list of the Qualified

Capital Improvements; (2) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits or certificate of completion); (3) reliable evidence of the cost of the Qualified Capital Improvements (as evidenced e.g., by an itemized invoice or receipt).

- (d) Added to the Purchase Price shall also be the reasonable closing costs and marketing expenses as determined periodically by City.
- 13. <u>Determination of Maximum Refinancing Amount</u>. After sale to the first owner occupant, the maximum amount of any refinancing, shall be ninety percent (90%) of the Maximum Sales Price, whether refinancing is a new first deed of trust, a second (or other) deed of trust, a home equity loan, or similar line of credit by which the Property secures the promissory note for the deed of first/loan/line of credit.
- Defaults and Remedies. Upon a violation of any of the provisions of these 14. Restrictive Covenants, City shall give written notice to Purchaser by certified mail return receipt requested, specifying the nature of the violation. If the violation is not corrected to the satisfaction of City within a reasonable period of time, not longer than thirty (30) days after the date the notice is mailed, or within such further time as City determines is necessary to correct the violation, City may declare a default under these Restrictive Covenants. Upon declaration of a default, City may apply to a court of competent jurisdiction for specific performance of the obligations of these Restrictive Covenants, for an injunction prohibiting a proposed transfer in violation of these Restrictive Covenants, for a declaration that a transfer in violation of the provisions of these Restrictive Covenants is void, or for any such other relief at law or in equity as may be appropriate. In the event of default by Purchaser, and/or by Purchaser's transferee in those circumstances where a transfer has occurred in violation of these Restrictive Covenants, Purchaser and/or the Purchaser's transferee shall hold the City and the Owner and their respective employees or other agents harmless and reimburse the expenses, legal fees and costs for any action the City takes in enforcing the provisions of these Restrictive Covenants.
- 15. <u>City's Option to Purchase Upon Default</u>. In addition to the remedies provided City in Section 14 above, City has the option to purchase the Property effective upon the declaration of a default. City option to purchase may be exercised upon a default under these Restrictive Covenants. City shall have sixty (60) days after a default is declared to notify Purchaser of its decision to exercise its option to purchase.
- 16. Non-liability of City. In no event shall City become in any way liable or obligated to Purchaser or to any successor-in-interest of the Purchaser by reason of its option to purchase under either Section 11 or Section 15 herein nor shall City be in any way obligated or liable to the Purchaser or any successor-in-interest of the Purchaser for City's failure to exercise such option to purchase.
- 17. <u>Invalid Provisions</u>. If any one or more of the provisions contained in these Restrictive Covenants shall for any reason be held to be invalid, illegal or unenforceable in any respect then such provision or provisions shall be deemed severable from the remaining

provisions contained in these Restrictive Covenants, and these Restrictive Covenants shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- Controlling Law. The terms of these Restrictive Covenants shall be interpreted under the laws of the State of California.
- Notices. All notices required herein shall be sent to the City by certified mail return receipt requested, as follows:

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

or such other address that the City may subsequently request in writing. Notices to the Purchaser shall be sent by certified mail return receipt requested to the Property address.

- Interpretation of Restriction Covenants. The terms of these Restrictive Covenants 20. shall be interpreted to encourage to the extent possible that the purchase price of and mortgage payments for the Property remain affordable to moderate, low, very low, extremely low income households.
- 21. Consent of City to Change terms. No changes may be made to these Restrictive Covenants without the written consent of City. City shall be considered a third party beneficiary to these restrictive Covenants.

authorized,

IN WITNESS WHEREOF, the Grantor/City and Grantorstrument to be executed on their behalf by their respective of this day of, 2017.	
CITY OF CLOVIS, acting as the Housing Successor to the former Clovis Community Development Agency	
By: Luke Serpa, City Manager	
ATTEST:	

By:

John Holt, City Clerk

[Additional Signatures on Next Page]

APPROVED AS	O FORM:
LOZANO SMITH	
Ву:	
David Wol	e
City Attorn	ey .
	URCHASER AGREES TO BE BOUND BY S SET FORTH ABOVE.
Dated:	, 2017. By:
Dated:	, 2017. By:

EXHIBIT 3

GRANT DEED

ATTACHMENT A

Legal Description of the Property

That portion of Lots 4, 5 and 6, Block 8, Corrected Map of Stanford Addition to Town of Clovis, recorded in Book 7 of Record of Surveys at Page 56, Fresno County Records, described as follows:

COMMENCING at the Northwest Corner of Lot 1 of said Block 8; thence South 89 degrees 39' 09" East along the North Line of said Block 8, a distance of 149.96 feet to the Northeast Corner of said Lot 6; thence South 00 degrees 01' 29" West along the East Line of said Lot 6, a distance of 5.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 00 degrees 01' 29" West along said East Line, a distance of 134.96 feet to a point lying 10.00 feet north of the Southeast Corner of said Lot 6; thence North 89 degrees 38' 21" West parallel with and 10.00 feet distant from the South Line of said Block 8; thence North 00 degrees 01' 42" East parallel with and 91.00 feet distance from said West Line, a distance of 134.94 feet to a point lying 5.00 feet south of the North Line of said Block 8; thence South 89 degrees 39' 09" East parallel with and 5.00 feet distant from said North Line, a distance of 58.96 feet to the Point of Beginning.

Containing 0.18 acres more or less.

APN: 491-171-30T

EXHIBIT 3 GRANT DEED ATTACHMENT B

CITY OF CLOVIS HOMEOWNERSHIP ASSISTANCE PROGRAM ACKNOWLEDGMENT OF RESTRICTIVE COVENANTS GOVERNING USE AND RESALE OF THE PROPERTY INCLUDING OPTION TO DESIGNATE ELIGIBLE PURCHASERS

The undersigned acknowledges as follows:

Dated:

- 1. I/We am/are purchasing the Property at 1418 Fourth Street, Clovis, CA 93612, designated as Assessor's Parcel Number 491-171-30T.
- 2. There is recorded against this Property Restrictive Covenants which limit the use and resale of the Property and allow City to designate eligible purchasers. These Restrictive Covenants run with the land for perpetuity.
- 3. I/We meet the current requirements established by the City in order to be deemed an "Eligible Purchaser" as defined in Section 10 of the Restrictive Covenants.
- 4. I/We have read and fully understand these Restrictive Covenants and understand that this, in part, sets forth limitations regarding the transfer of the Property; establishes a maximum sales price for which the Property may be resold based on adjustments to the medium income of a four-person household for the Fresno County area as published by the California Department of Housing and Community Development; establishes the maximum amount for which the Property may be refinanced and establishes a definition of an Eligible Purchaser.
- 5. I/We have had the opportunity to ask City staff any questions I/we have about the document.

 6. The original sales price paid for the Property is \$______. The current area median income for a family of four for the Fresno County area is \$______.

 7. I/We understand that this document runs with the land and is binding on us when we decide to transfer or refinance the Property, and we agree to comply fully with its terms.

 OWNERS:

 Dated: _______ Signature:_______

Signature:

Exhibit 4 Schedule of Performance

<u>Action</u> <u>Date</u>

1.	Close of Escrow. City shall convey title to the escrowed Property to Developer, and Developer shall accept such conveyance.	Not later than sixty (60) days after the opening of escrow.
2.	Commencement of Construction of Residence on Property. Developer shall obtain the required permits and commence construction of the residence on the Property.	Not later than two (2) years after the close of escrow.
3.	Completion of Construction of Residence on Property. Developer shall complete construction of the residence on the Property.	Developer shall complete construction of the residence on the Property during the three (3) years following execution of the Agreement. Developer may apply for and receive up to two (2) separate one (1) year extensions from the City to complete construction of the residence.

Exhibit 5

Notice of Affordability Restrictions on Transfer of Property

RECORDING REQUESTED BY, AND)
WHEN RECORDED, MAIL TO:)
)
City of Clovis)
1033 Fifth Street)
Clovis, California 93612)
ATTN: City Manager	(Space above provided for Recorder)

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

1418 Fourth Street, Clovis, CA 93612, APN No. 491-171-30T

THIS NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY ("Affordability Restrictions") is recorded in association with the Grant Deed in which the City of Clovis, acting as the Housing Successor to the former Clovis Community Development Agency ("Grantor" or "City") acting to carry out a City of Clovis Redevelopment Plan under the Community Redevelopment Law of California, grants to [NAME], [RELATIONSHIP] ("Grantee" or "Purchaser") the real property described in **Attachment A** ("Property") attached hereto and incorporated herein.

THESE AFFORDABILITY RESTRICTIONS are recorded as required by California Community Redevelopment Law (section 33334.3,) and sets forth the following information with respect to the Property:

A description of the Affordability Restrictions;

The expiration date of Affordability Restrictions;

The street address of the Property;

The Assessor's Parcel Number of the Property; and,

A legal description of the Property.

Restrictive Covenants

The Grantor's/City's Grant of the subject Property to the Grantee/ Purchaser is being made pursuant to certain Affordability restrictions and other covenants as set forth in the Disposition and Development Agreement entered into between Grantor and Grantee dated ________, 2017 (the "Agreement"), a copy of which is on file with Grantor at its offices as a public record and which is incorporated herein by reference.

A complete list of the Affordability Restrictions and other restrictive covenants that run with the Property are set forth in the Agreement. The Affordability Restrictions set forth herein are not intended to be, and shall not be interpreted as, a full and complete recitation of the covenants set forth in the Agreement. The covenants set forth herein are provided strictly for the purpose of placing persons and entities on notice of the existence of certain restrictions and covenants that directly affect any transfer or refinance of the Property.

- 1. <u>Notice of Transfer or Refinancing</u>. In the event Purchaser intends to transfer or to refinance the Property, Purchaser is required to notify City in writing of such intent, as specified in Paragraph 9 of the subject Grant Deed, prior to executing any documents affecting a transfer or refinance.
- 2. <u>City's Option to Designate an Eligible Purchaser</u>. Upon receipt of the Notice of the Intent to Transfer, City shall have the option to designate an Eligible Purchaser to purchase the Property as specified in Paragraph 10 of the subject Grant Deed.
- 3. <u>Transfer to Eligible Purchaser and City's Option to Purchase Property</u>. In the event City does not exercise its option to designate an Eligible Purchaser, transfer of the Property by Purchaser must be to an Eligible Purchaser. An Eligible Purchaser shall be defined as:
 - (A) The City of Clovis;
 - (B) A household with an annual income that does not exceed eighty percent (80%) of the Fresno County Area Median Income

based on the applicable household size, as determined by City pursuant to the appropriate State (Department of Housing and Community Development) and Federal (U. S. Department of Housing and Urban Development) publication.

4. <u>Maximum Sales Price</u>. The amount of money Purchaser may receive for any transfer of the Property shall be called the "Maximum Sales Price." The Maximum Sales Price shall be calculated as follows:

of document recording is	Dollars
(\$00).	
[To be set at the time of first subsequent sale per	the Agreement.]
(B) The Purchase Price shall be adjusted b	y the percentage
increase or decrease of the median income of a fe	our-person household

for the Fresno County Area as published by the California Department of Housing and Community Development, or its successor, from the purchase date to the date of the Notice of Intent to Transfer. At the time of document recording, the Fresno County median income for a

family of four is \$

(A) The price Purchaser paid for the Property, which at the time

- (C) Added to the Purchase Price shall be the cost of City approved Capital Improvements in Excess of Five Thousand Dollars (\$5,000.00) ("Qualified Capital Improvements") if within sixty (60) days upon completion of such Qualified Capital Improvements, Purchaser submitted the following to City: (1) an itemized list of the Qualified Capital Improvements; (2) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits or certificate of completion); (3) reliable evidence of the cost of the Qualified Capital Improvements (as evidenced e.g., by an itemized invoice or receipt).
- (D) Added to the Purchase Price shall also be the reasonable closing costs and marketing expenses as determined periodically by City.
- 5. <u>Maximum Refinancing Amount</u>. The maximum amount of any refinancing, shall be ninety percent (90%) of the Maximum Sales Price, whether refinancing is a new first deed of trust, a second (or other) deed of

trust, a home equity loan, or similar line of credit by which the Property secures the promissory note for the deed of first/loan/line of credit.

Date of Expiration of Affordability Restrictions

The Affordability Restrictions as set forth hereinabove are effective for not less than fifty-five (55) years from the date of the transfer of Property.

Street Address of Property

The street address of the Property subject to the Affordability Restrictions as set forth hereinabove is 1418 Fourth Street, Clovis, CA 93612.

Assessor's Parcel Number of Property

The Assessor's Parcel Number (APN) for the Property subject to the Affordability Restrictions as set forth hereinabove is 491-171-30T.

Legal Description of Property

The legal description of the Property which is subject to the Affordability Restrictions is described in **Attachment 1** ("Property") hereto and incorporated herein.

IN WITNESS WHEREOF, the Grantor/City and caused this instrument to be executed on their behalf by	
hereunto duly authorized, this day of	
CITY OF CLOVIS, acting as the Housing Successor to the former Clovis Community Development Agency	
By:	
Luke Serpa, City Manager	

ATTEST:		
Bv·		
By: John Holt, City Cler	·k	
APPROVED AS TO FOR	M:	
LOZANO SMITH		
By: David Wolfe City Attorney		
THE GRANTEE/PURCHA COVENANTS SET FORT		BE BOUND BY THE
Dated:, 201	7. By:	
Dated:, 201	7. By:	

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF TITLE

ATTACHMENT A

Legal Description of the Property

That portion of Lots 4, 5 and 6, Block 8, Corrected Map of Stanford Addition to Town of Clovis, recorded in Book 7 of Record of Surveys at Page 56, Fresno County Records, described as follows:

COMMENCING at the Northwest Corner of Lot 1 of said Block 8; thence South 89 degrees 39' 09" East along the North Line of said Block 8, a distance of 149.96 feet to the Northeast Corner of said Lot 6; thence South 00 degrees 01' 29" West along the East Line of said Lot 6, a distance of 5.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 00 degrees 01' 29" West along said East Line, a distance of 134.96 feet to a point lying 10.00 feet north of the Southeast Corner of said Lot 6; thence North 89 degrees 38' 21" West parallel with and 10.00 feet distant from the South Line of said Block 8; thence North 00 degrees 01' 42" East parallel with and 91.00 feet distance from said West Line, a distance of 134.94 feet to a point lying 5.00 feet south of the North Line of said Block 8; thence South 89 degrees 39' 09" East parallel with and 5.00 feet distant from said North Line, a distance of 58.96 feet to the Point of Beginning.

Containing 0.18 acres more or less.

APN: 491-171-30T

Exhibit 6 Reversionary Interest Notice

RECORDING REQUESTED BY	YAND)
WHEN RECORDED, RETURN	
MAIL TAX STATEMENTS TO):)
)
City of Clovis)
1033 Fifth Street)
Clovis, CA 93612)
NOT	ICE OF REVERSIONARY INTEREST
141	8 Fourth Street, APN No. 491-171-30T
Clovis Community Develor nonprofit corporation ("De ("Agreement") dated	TY OF CLOVIS, acting as the Housing Successor to the former pment Agency ("City") and Habitat for Humanity, a California veloper"), entered into a Disposition and Development Agreement, 2017 in connection with the sale of certain real H18 Fourth Street, in the City of Clovis ("Property" or "Parcel").
complete certain Improvem	ant to Sections 2 and 8.4 of the Agreement, Developer failed to nents by specified dates or otherwise failed to timely cure a breach of ore Title to the identified Property has reverted back to City.
	E, City does hereby give notice that Title has reverted to City for the vintends to exercise all rights to the Property.
IN WITNESS WHE, 20	EREOF, the City has duly executed this instrument this day of
CITY OF CLOVIS, acting to the former Clovis Comm	as the Housing Successor nunity Development Agency
By:, City Ma	anager
J:\wdocs\00604\116\agt\00509779.DOC	

DISPOSITION AND DEVELOPMENT AGREEMENT

CITY OF CLOVIS and HABITAT FOR HUMANITY

(1605 Fifth Street, APN No. 491-181-20T)

TABLE OF CONTENTS

	REC	CITALS	1		
1.	Sale	of Property	1		
2.	Reve	ersionary Interest	1		
3.	Escr				
	3.1	Opening			
	3.2	Escrow Account			
	3.3	Developer's Obligations			
	3.4	City's Obligations			
	3.5	Duties of Escrow Agent			
	3.6	Cancellation of Escrow			
	3.7	Liability of Escrow Agent			
	3.8	Conveyance of Title and Delivery of Possession			
	3.9	No Broker Fees.			
	3.10	Title Report and Permitted Exceptions	4		
	3.11	Title Insurance	4		
	3.12	Representations of City	5		
	3.13	Condition of the Parcels	5		
4.	Preli	Preliminary Work by Developer6			
	4.1	License			
	4.2	Existing Documents			
5.	Finar	ncing	6		
	5.1	City Grant for Purchase Price			
		•			
6.	Deve	lopment of the Property			
	6.1	Construction Plans and Related Drawings and Documents			
	6.2	Changes to Final Plans	7		
	6.3	Progress Meetings			
	6.4	Cost of Construction	7		
	6.5	Indemnification and Insurance			
	6.6	City and Other Governmental Agency Permits	7		
	6.7	Local, State and Federal Laws			
	6.8	Anti-Discrimination During Construction	7		
	6.9	Taxes, Assessments, Encumbrances and Liens			
	6.10	Certificate of Occupancy			
	6.11	Prohibition Against Transfer of the Parcels, the Buildings			
		Or Structures Thereon and Assignment of Agreement	8		

7.	Affo	rdable Housing Requirements	8
	7.1	Covenants Running with the Land	
	7.2	Other Obligations	
	7.3	Obligation to Refrain From Discrimination	9
	7.4	Effect and Duration of Covenants	
	7.5	City as Beneficiary of Covenants	9
	7.6	Developer Acknowledgement of Covenants	
8.	Defa	ults, Remedies and Termination	10
	8.1	Defaults – General	
	8.2	Legal Actions	
		8.2.1 Institution of Legal Actions	
		8.2.2 Applicable Law	
	8.3	Termination	10
		8.3.1 Termination by the City Prior to Conveyance	10
	8.4	Reversionary Interest	11
	8.5	Remedies	11
9.	Misc	ellaneous Provisions	11
	9.1	Enforced Delay; Extension of Times of Performance	11
	9.2	Inspection of Books and Records	11
	9.3	Integration	
	9.4	Interpretation	
	9.5	Further Documents and Actions	12

EXHIBITS

- 1. Legal Description of the Property and Parcels
- 2. Map of the Property and Parcels
- 3. Form of Grant Deed to Developer
- 4. Schedule of Performance
- 5. Notice of Affordability Restrictions on Transfer of Property
- 6. Reversionary Interest

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between the City of Clovis acting as the Housing Successor to the former Clovis Community Development Agency ("City") and Habitat for Humanity Fresno, Inc., a California nonprofit corporation, DBA Habitat for Humanity Fresno County ("Developer") with respect to the following recitals, which are a substantive part of this Agreement. The effective date of this Agreement shall be the date the Agreement is executed by City ("Effective Date").

RECITALS

- A. City owns the parcel located at 1605 Fifth Street, Clovis, Assessor's Parcel No. 491-181-20T ("Property" or "Parcel"). The Property is legally described in **Exhibit 1**.
- B. City desires Developer to develop the Property for affordable housing pursuant to this Agreement in order to fulfill the intent of the City of Clovis Redevelopment Plans.
- C. Developer desires to acquire the Property for the purposes of building affordable housing in accordance with the Redevelopment Plans.
- D. The transfer of the Property in accordance with the terms of this Agreement is consistent with the health, safety, morals and welfare of the residents of Clovis, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

NOW, THEREFORE, the Parties agree as follows:

- 1. <u>Sale of Property</u>. City agrees to sell the Property to Developer for the fair market value established by an MAI appraiser ("Purchase Price"). The Purchase Price may be satisfied through the City financing as set forth in Section 5. The Property shall be developed by Developer as an individual single-family home for sale, and as affordable housing in conformance with the applicable Redevelopment Plan and subject to the restrictions of this Agreement. The Parcel is depicted in the map attached as Exhibit 2. The City shall convey to Developer fee simple title to the Parcel, comprising the Property free and clear of all recorded liens, encumbrances, assessments, leases, and taxes except as are consistent with this Agreement, subject only to easements of record. The Parcel shall be sold subject to City's Grant Deed Containing Covenants, Conditions and Restrictions Governing Use of the Property as set forth in Exhibit 3 ("Grant Deed"). The sale of the Property shall be subject to a reversionary interest as set forth in Section 2.
- **Reversionary Interest.** The Grant Deed for the Property shall contain the following restrictions: (1) a restriction that if Developer fails to complete the construction of the housing on the Property within the time period set forth in the Schedule of Performance (**Exhibit 4**), title to the subject property shall automatically revert back to City; and (2) a restriction that if Developer fails to cure a breach of this Agreement within thirty (30) days after written notice thereof by

City, title to the Property shall automatically revert back to City. This Reversionary Interest shall terminate upon sale of each Parcel to the first owner-occupant.

If title to the Property reverts back to City in accordance with this Section, City shall be entitled to reenter and take possession of the Property, with all improvements thereon. Any and all buildings and fixtures on the Property shall, without compensation to Developer, become the property of City free and clear of all claims to or against them by Developer, or any third party. These rights are to be interpreted in light of the fact that the City conveyed the Property to Developer at no cost.

This Reversionary Interest shall terminate upon sale of a Parcel to the first owner-occupant as set forth in **Section** 7.

3. Escrow.

- 3.1. Opening. Within ten (10) days of the Effective Date, City shall open Escrow with a mutually agreeable escrow company ("Title Company" or "Escrow Agent") by depositing a copy of this Agreement with Escrow Agent. The Parties shall execute such other supplemental escrow instructions required by Escrow Agent or otherwise necessary to carry out the terms of this Agreement. This Agreement constitutes the joint escrow instructions of City and Developer with respect to conveyance of the Property. The Escrow Agent is hereby empowered to act under this Agreement and shall carry out its duties accordingly.
- 3.2. <u>Escrow Account</u>. All funds received into Escrow shall be deposited by Escrow Agent in a general escrow account with any state or national bank doing business in the state of California. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month.
- 3.3. <u>Developer's Obligations</u>. Prior to the close of escrow ("Closing"), Developer shall deliver into Escrow:
 - a. The Purchase Price for the Property, which may be in the form of the City grant set forth in **Section 5**.
 - b. One hundred percent (100%) of any costs and fees associated with Escrow.
 - c. The cost of the premium for the title insurance policy or special endorsements for the Parcel.
 - d. Any taxes or other fees related to the Property after conveyance of title, but which are required to be paid into Escrow.

- 3.4 <u>City's Obligations</u>. Prior to Closing, City shall deliver into escrow:
- a. The Grant Deed conveying to Developer title to the Parcel in substantially the form attached as Exhibit 3.
- b. Any costs necessary to place the title to the Parcel in the condition for conveyance required by the provisions of this Agreement;
 - c. Zero percent (0.00%) of any costs and fees associated with Escrow;
 - d. Any cost of drawing the grant deed or deeds;
 - e. All recording and notary fees;
- f. Any taxes or other fees related to the Property prior to conveyance of title, but which are required to be paid into Escrow; and
 - g. Any state, county or City documentary transfer tax.
- 3.5 <u>Duties of Escrow Agent</u>. The Escrow Agent shall perform the following duties in accordance with this Agreement:
- a. Pay and charge City and Developer, respectively, for any costs and fees payable under this Section 3. Before such payments are made, Escrow Agent shall notify City and Developer of the costs and fees necessary to clear title and close Escrow;
- b. Disburse funds and deliver the Grant Deed and other documents to the parties entitled thereto when the conditions of the Escrow have been fulfilled by City and Developer; and
- c. Record any instruments delivered through Escrow, if necessary or proper, to vest title in Developer in accordance with the terms and provisions of this Agreement.
- 3.6. <u>Cancellation of Escrow</u>. If the Closing of Escrow does not occur before the time for conveyance established in the Schedule of Performance, Escrow may be canceled by mutual agreement of the Parties or, if one Party has not performed its obligations under this Agreement, individually by a Party who has fully performed the acts required by this Agreement ("Canceling Party"). The Canceling Party shall provide written notice of cancellation to the Escrow Agent. Upon receipt of the notice of cancellation, Escrow Agent shall return all money, papers or documents delivered into Escrow.
- 3.7. <u>Liability of Escrow Agent</u>. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under this Section.
- 3.8. <u>Conveyance of Title and Delivery of Possession</u>. Conveyance of title to the Parcels shall be completed on or prior to the dates specified in the Schedule of Performance.

City and Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions. Possession of the Property shall be delivered to Developer concurrently with the conveyance of title thereto.

- 3.9 <u>No Broker Fees</u>. The Parties represent that they have not engaged any broker, agent or finder in connection with this transaction. Each Party shall bear their own costs, if any, of any real estate commissions or brokerage fees.
- 3.10 <u>Title Report and Permitted Exceptions</u>. Title Company shall prepare and deliver to City and Developer a current preliminary title report ("Title Report") for the Property, together with a copy of the documents listed as exceptions therein. As a condition precedent to Developer's obligations, but not as a covenant of City, City shall convey the Property, and Developer shall accept the Property, subject to the following matters, which are collectively referred to as the "Permitted Exceptions":
 - a. All exceptions to title shown in the Title Report that are approved or deemed approved by Developer;
 - b. The lien of non-delinquent real and personal property taxes and assessments;
 - c. Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now existing or hereafter in effect with respect to the Property;
 - d. Matters affecting the condition of title created by or with the written consent of Developer;
 - e. Water rights, and claims of title to water, whether or not shown by the public records; and
 - f. Unless Developer elects to obtain an ALTA policy of title insurance, discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any state of facts which inspection of the Property would disclose and which are not shown by the public records; and standard printed exclusions generally included in a CLTA owner's policy (or ALTA owner's policy, as the case may be).
- 3.11 <u>Title Insurance</u>. Title Company shall provide to Developer a title insurance policy for the Parcel insuring that title is vested in the Developer in the condition required by this Section and in the amount of the Purchase Price. Title Company shall provide City with a copy of the title insurance policy. Title Company shall, if requested by Developer, provide Developer with an endorsement to insure the amount of Developer's estimated development costs for the improvements to be constructed upon the Parcel. Developer shall pay the entire premium for any such increase in coverage requested by it.

- 3.12 <u>Representations of City</u>. Except as specifically provided, the following constitute representations of City, which shall be true and correct as of the Close of Escrow to the best of City's knowledge:
 - a. City has no actual knowledge, without duty of investigation on City's part, of any actions, suits, material claims, including claims based on labor or services performed, tenants' claims or disputes, or legal proceeding affecting the Property.
 - b. City has not received any notice from governmental authorities pertaining to violation of law or governmental regulations with respect to the Property.
 - c. City has no actual knowledge, without duty of investigation on City's part, of any pending proceeding in eminent domain or otherwise, which would affect the Property.
 - d. City has no knowledge of any leases, subleases, occupancies or tenancies pertaining to the Property, which have not been disclosed to Developer. To the best of City's knowledge, no one else has right of possession or other agreements to lease or purchase the Property.
 - e. City has no actual knowledge, without duty of investigation, of the presence of underground storage tanks, asbestos, PCBs or any hazardous waste, pollutants or contaminants as defined under any federal, state, or local statute, regulation or ordinance which are or have been released on or under the Property.

3.13 Condition of the Parcel.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT CITY IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

DEVELOPER ACKNOWLEDGES AND AGREES THAT UPON CLOSING CITY SHALL SELL AND CONVEY TO DEVELOPER AND DEVELOPER SHALL ACCEPT EACH OF THE PARCELS AND THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. DEVELOPER HAS NOT RELIED AND WILL NOT RELY ON, AND CITY IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY CITY OR ANY EMPLOYEES OR AGENTS REPRESENTING OR PURPORTING TO REPRESENT CITY, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET

FORTH IN THIS AGREEMENT. DEVELOPER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

DEVELOPER REPRESENTS TO CITY THAT DEVELOPER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS DEVELOPER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON THE SAME.

4. Preliminary Work by Developer.

- 4.1 <u>License</u>. City grants Developer and its agents permission to access the Property at reasonable times prior to the Close of Escrow to perform testing and preliminary work necessary to carry out this Agreement. Such testing and work shall be done at the sole expense and risk of Developer. Developer shall indemnify, defend and hold the City of Clovis, their officers, employees, volunteers, and agents, harmless against any claims resulting from such testing and work, or from access and use of the Parcel. Developer shall provide copies of data, surveys and tests obtained or made by Developer on the Parcel. Any testing or work by Developer shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.
- 4.2 <u>Existing Documents</u>. City shall provide Developer copies of all data and information regarding the Property available to City, but without warranty or representation by City as to the completeness, correctness or validity of such data and information.

5. Financing.

5.1 <u>City Grant for Purchase Price</u>. City agrees to transfer the Property to Developer for zero dollars (\$0.00), which shall be considered a grant for the Purchase Price ("City Grant").

The Grant Deed shall contain a Reversionary Interest as set forth in Section 2.

6. Development of the Property.

6.1 Construction Plans and Related Drawings and Documents. Developer shall prepare and submit construction plans and related drawings and documents ("Construction Plans") for each of the Parcels to City for review and written approval. Developer shall first submit preliminary Construction Plans for City approval. City shall return its comments and Developer shall consider those comments in developing final Construction Plans, which shall include sufficient detail to obtain required construction and building permits from the appropriate governmental agencies. Final Construction Plans shall be submitted to City for approval. Any disapproval shall state in writing the reasons for disapproval and the required change. Upon

receipt of a notice of disapproval, Developer shall revise the Construction Plans and resubmit them to City as soon as practicable. Developer may not commence construction until after it has received approval of the final Construction Plans from City.

- 6.2 <u>Changes to Final Plans</u>. If Developer desires to make any substantial change in the Final Construction Plans after their approval by City, Developer shall submit the proposed change to City for its approval.
- 6.3 <u>Progress Meetings</u>. During the preparation of Construction Plans, City and Developer staff shall hold regular progress meetings to coordinate the preparation, submission and review of Construction Plans by City.
- 6.4 <u>Cost of Construction</u>. City and Developer shall pay their own costs related to administration of their respective obligations under this Agreement.
- 6.5 <u>Indemnification and Insurance</u>. Developer agrees to indemnify, defend, and hold harmless the City of Clovis, and its officers, employees, volunteers, and agents from and against any and all liability, expense (including defense costs and legal fees) and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with this Agreement. Without limiting Developer's obligations under this Section, Developer shall maintain insurance satisfactory to City's Risk Manager covering its activities under this Agreement. If Developer fails to maintain the insurance required by this Agreement, City may immediately terminate this Agreement or elect to procure or renew such insurance at its expense. Developer shall immediately reimburse City for all expenses related to City procuring insurance due to Developer's breach.
- 6.6 <u>City and Other Governmental Agency Permits</u>. Notwithstanding City's obligation to review and approve Construction Plans, before commencement of construction on any Parcel, Developer shall, at its own expense, secure all permits required by the City or any other governmental agency for the Development. City shall cooperate with Developer in securing these permits.
- 6.7 <u>Local, State and Federal Laws</u>. Developer shall carry out construction of the improvements in conformity with all applicable laws, including all applicable federal and state labor standards.
- 6.8 <u>Anti-Discrimination During Construction</u>. Developer, for itself and its successors and assigns, agrees that in the construction of the improvements provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, or disability as defined in California Government Code section 12955, *et seq*.
- 6.9 <u>Taxes, Assessments, Encumbrances and Liens</u>. Developer shall pay all real estate taxes and assessments assessed and levied on each of the Parcels comprising the Property for any period subsequent to conveyance of title to such Parcel. Prior to the issuance of a Certificate of Occupancy therefor, Developer shall not place or allow to be placed on any Parcel any mortgage,

trust deed, encumbrance or lien unauthorized by this Agreement. Developer shall remove or have removed any levy or attachment made on any Parcel, or shall assure the satisfaction thereof, within a reasonable time, but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to Developer in respect thereto.

- 6.10 <u>Certificate of Occupancy</u>. Promptly after completion of all construction to be completed by Developer upon a Parcel, City shall furnish Developer with a Certificate of Occupancy, indicating the satisfactory completion as required by this Agreement. The Certificate of Occupancy may be recorded in the Office of the County Recorder of Fresno County. The City shall not unreasonably withhold any Certificate of Occupancy. Such Certificate of Occupancy is not notice of completion as referred to in California Civil Code section 3093.
- 6.11 <u>Prohibition Against Transfer of the Parcels, the Buildings or Structures Thereon and Assignment of Agreement</u>. Prior to City issuing a Certificate of Occupancy for a Parcel, Developer shall not, unless expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of such Parcel without the prior written approval of City. This is not intended to prohibit the granting of easements or permits to facilitate the development of the Parcel.

7. Affordable Housing Requirements.

- 7.1 <u>Covenants Running with the Land</u>. Developer agrees that the Parcel shall be designated affordable housing and the following covenants, in addition to those set forth in the Grant Deed incorporated herein by reference (**Exhibit 3**), shall run with the land:
 - a. Construction on the Parcel shall be a single family residence.
 - b. The maximum sale price to the first owner occupant shall not exceed the appraised value of the Property.
 - c. After issuance of a Certificate of Occupancy, the Parcel shall be made available for sale at an affordable housing cost as defined in California Health and Safety Code section 50052.5, to persons and families of low or moderate income ("Qualified Buyer"). Qualified Buyer means a household whose income does not exceed eighty percent (80%) of area-median income, adjusted for family size, as determined by City, pursuant to section 50093 of the California Health and Safety Code. The requirements set forth in the California Community Redevelopment Law, Health and Safety Code § 33000 et seq. shall be followed in selecting a Qualified Buyer. To that end, prior to any sale or transfer of any portion of or any interest in the Parcel, Developer shall submit to City a request for approval of the proposed transferee. The request shall be accompanied by the following information: (i) the proposed sale price; (ii) the information necessary to determine Buyer's status as a Qualified Buyer; (iii) details of the first mortgage; and (iv) any other information necessary for City to ensure compliance with the California

Community Redevelopment Law. City may reject the proposed transferee if the transferee is not a Qualified Buyer, if the transferee will be spending more than thirty percent (30%) of its gross income for housing, and for a failure to meet any requirement under the California Community Redevelopment Law.

- d. SPECIFIC REFERENCE IS MADE TO **EXHIBIT 3**, THE GRANT DEED, FOR COVENANTS PERTAINING TO: RESTRICTIONS ON SUBSEQUENT TRANSFERS OF THE PARCEL; MAINTENANCE OF THE PARCEL; CITY OPTION TO DESIGNATE SUBSEQUENT ELIGIBLE PURCHASERS; CITY OPTION TO PURCHASE A PARCEL UPON A PROPOSED SUBSEQUENT SALE; DETERMINATION OF MAXIMUM PRICE FOR SUBSEQUENT SALES OF THE PARCEL; DETERMINATION OF MAXIMUM REFINANCING AMOUNTS; AND OTHER COVENANTS AS SET FORTH IN **EXHIBIT 3**.
- 7.2 Other Obligations. Developer shall obtain from the owner-occupant of the Parcel, and deliver to City concurrently with the close of escrow for the sale of the Parcel, the following documents: (i) Attachment B to the Grant Deed (see Exhibit 3) which is the City of Clovis Homeownership Assistance Program Acknowledgment of Restrictive Covenants Governing Use and Resale of the Property Including Option to Designate Eligible Purchasers; and (ii) Notice of Affordability Restrictions on Transfer of Property as set forth in Exhibit 5.
- 7.3 Obligation to Refrain From Discrimination. Developer covenants by and for itself and any successors in interest not to discriminate upon the basis of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof. Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sublessees, or vendees in the Property.
- 7.4 Effect and Duration of Covenants. Except as otherwise provided, the covenants contained in this Agreement and the Grant Deeds for the Parcel shall remain in effect in perpetuity. The covenants established in this Agreement and the Grant Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, its successors and assigns and any successor in interest to any of the Parcels comprising the Property.
- 7.5 <u>City as Beneficiary of Covenants</u>. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of City without

regard to whether City has been, remains or is an owner of any land or interest therein in any of the Parcel comprising the Property or in the Redevelopment Plan project areas. City shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

7.6 Developer Acknowledgment of Covenants. DEVELOPER ACKNOWLEDGES AND AGREES THAT, AS A RESULT OF THIS AGREEMENT, THE SALE OF THE PARCEL MAY BE RENDERED MORE DIFFICULT THAN WOULD BE THE CASE ABSENT THE AGREEMENT, THAT WHEN THE PARCELS ARE SOLD, IT IS LIKELY THAT THE AMOUNT RECOVERED BY THE DEVELOPER WILL BE SUBSTANTIALLY LESS THAN WOULD BE RECEIVED ABSENT THE RESTRICTIONS AND LIMITATIONS OF THIS AGREEMENT.

DEVEL	OPER'S	INITIALS	

8. Defaults, Remedies and Termination.

8.1 <u>Defaults - General</u>. Upon material breach of this Agreement, the non-defaulting party shall give written notice of default to the other party within thirty (30) days, which notice shall identify the breach and demand a cure. If default is not cured by the defaulting party within thirty (30) days, the noticing party may terminate this Agreement and/or seek remedy pursuant to this Agreement. Any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

8.2 Legal Actions.

- 8.2.1 <u>Institution of Legal Actions</u>. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Fresno, State of California, or in the appropriate Federal District Court (for Fresno County) in the State of California.
- 8.2.2 <u>Applicable Law</u>. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

8.3 Termination

8.3.1 <u>Termination by the City Prior to Conveyance</u>. City may terminate this Agreement prior to conveyance of title to the Developer for the following breaches if such breach is not cured within thirty (30) days after written demand by the City:

- a. The Developer transfers or assigns or attempts to transfer or assign this Agreement or any rights herein related to the Property, or the buildings or improvements thereon in violation of this Agreement; or
- b. There is any significant change in the ownership or identity of the Developer; or
- c. The Developer does not submit evidence that it has the necessary financing for building on the Property; or
 - d. The Developer fails to submit to City the Construction Plans; or
- e. The Developer is in breach or default with respect to any other obligation of the Developer under this Agreement.
- 8.4 <u>Reversionary Interest</u>. As set forth above in **Section 2**, if Developer fails to complete the construction of the housing on any of the lots within the time period set forth in the Schedule of Performance (**Exhibit 4**), title to the Property shall automatically revert back to City.
- 8.5 <u>Remedies</u>. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

9. Miscellaneous Provisions.

- 9.1 Enforced Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to events or occurrences beyond the control of the party who would be in default such as unusually severe weather or inability to secure necessary labor, materials or tools. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall run from the time of commencement of the cause. Notice by the party claiming such extension shall be sent to the other party within thirty (30) days after the commencement of the cause. If notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the party claiming the extension shall be liable for damages caused for the time period between the commencement of the cause and the providing of notice. Times of performance under this Agreement may also be extended in writing by City and Developer.
- 9.2 <u>Inspection of Books and Records</u>. City has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Developer pertaining to the Property and each Parcel thereof as pertinent to the purposes of this Agreement.
- 9.3 <u>Integration</u>. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement

or a contemporaneous oral agreement, nor explained or supplement by evidence of consistent additional terms. Any amendment shall be in writing, subject to approval of both parties.

- 9.4 <u>Interpretation</u>. Each of the Parties acknowledges and agrees that this Agreement is an accord to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.
- 9.5 <u>Further Documents and Actions</u>. Each of the Parties agrees to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, City and Developer have signed this Agreement as set forth below.

	CITY OF CLOVIS, acting as the Housing Successor to the former Clovis Community Development Agency	
Dated:	By: Luke Serpa, City Manager	
	"CITY"	
	HABITAT FOR HUMANITY A California nonprofit corporation	
Dated:	By: Its: Chief Executive Officer	
Dated:	By: Its: Board Chairman	
	"DEVELOPER"	
ATTEST:		
By: John Holt, City Clerk		
Dated:		
APPROVED AS TO FORM:		
By:		
David J. Wolfe City Attorney		
Dated:		

J:\wdocs\00604\116\agt\00509850.DOC

EXHIBIT 1 LEGAL DESCRIPTION OF THE PROPERTY

THE WESTERLY 10 FEET OF LOT 48 AND ALL OF LOTS 49 AND 50 IN BLOCK 6 OF STANFORD ADDITION TO THE TOWN OF CLOVIS, IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 7, PAGE 56 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY.

APN: 491-181-20

Exhibit 2 – Map of property and parcels

Exhibit 3 Form of Grant Deed

GRANT DEED

RECORDING REQUESTED BY AND)	
WHEN RECORDED, RETURN TO AND)	
MAIL TAX STATEMENTS TO:)	
)	
)	
)	
)	

GRANT DEED WITH REVERSIONARY INTEREST

GRANT DEED CONTAINING COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING USE AND RESALE OF THE PROPERTY

1605 Fifth Street, Clovis, CA 93612, APN No. 491-181-20T

For a valuable consideration, receipt of which is hereby acknowledged,

The City of Clovis, acting as the Housing Successor to the former Clovis Community Development Agency ("Grantor" or "City"), hereby grants to **Habitat for Humanity Fresno**, **Inc.** ("Grantee" or "Purchaser") the real property described in **Attachment A** ("Property") attached hereto and incorporated herein, subject to the existing easements, restrictions and covenants of record.

Grantor is also conveying the Property to Grantor with a Reversionary Interest in City should Grantee fail to timely complete improvements to the Property.

Grantee understands that one of Grantor's purposes is to provide affordable housing to residents of the City of Clovis. In order to maintain Grantor's ability to provide affordable housing, Grantor has agreed to convey the Property subject to, and Grantee has agreed to be bound by, covenants, conditions, and restrictions limiting Grantees right to use and resell the Property by establishing resale, financing, and occupancy restrictions; and by reserving Grantor an option to designate eligible subsequent purchasers.

The Property is conveyed in accordance with	and subject to the applicable
Redevelopment Plan and pursuant to the Disposition	and Development Agreement entered into
between Grantor and Grantee dated	, 2017 ("Agreement"), a copy of
which is on file with Grantor at its offices as a public	e record and which is incorporated herein by
reference.	

NOW, THEREFORE, the following Reversionary Interest and Covenants, Conditions, and Restrictions ("Restrictive Covenants") shall run with the land:

I. REVERSIONARY INTEREST.

- 1. <u>Failure to Timely Complete Construction</u>. If Grantee fails to complete construction of the residences on the Property within the time period set forth in **Exhibit 4** (Schedule of Performance) of the Agreement, and Grantee fails to obtain an extension of time for the completion of this obligation, title of any and all uncompleted lots shall automatically revert back to City.
- 2. <u>Failure to Cure Breach of Agreement</u>. If Grantee fails to cure a breach of the Agreement within thirty (30) days after written notice thereof by City, title to the Property shall automatically revert back to City.
- 3. <u>Effect of Title Reverting to City</u>. If title to the Property reverts back to City, City shall be entitled to reenter and take possession of the Property, with all improvements thereon. Any and all buildings and fixtures on the Property shall, without compensation to Grantee, become the property of City free and clear of all claims to or against them by Grantee, or any third party. These rights are to be interpreted in light of the fact that the City conveyed the Property to Grantee at no cost.
- 4. <u>Expiration of Reversionary Interest</u>. The Reversionary Interest for each lot on the Property shall terminate upon sale of the Property to the first owner occupant as set forth in the Agreement.

II. RESTRICTIVE COVENANTS.

- 1. <u>Disposition and Development Agreement</u>. The Property is conveyed in accordance with the Agreement.
- 2. <u>Definition of Purchaser: Acknowledgment and Certification</u>. All subsequent purchasers or successors ("Purchaser") shall certify his/her acknowledgment of these Restrictive Covenants by executing a form substantially the same as **Attachment B**. The term Purchaser as hereinafter used in these Restrictive Covenants shall mean Grantee and all subsequent Purchasers.
- 3. <u>Single Family Residence: Residency.</u> Purchaser hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property, or any part thereof, that after construction of the single family home and sale to the first owner occupant as set forth in the Agreement, Purchaser, such successors and such assigns, shall maintain and use the Property only as a single-family residence and that Purchaser will occupy the Property as his/her principal place of residence. Purchaser shall be considered as occupying the Property as a principal place of residence if Purchaser is living on the Property for at least ten (10) months out of each calendar year. The Property may not be subleased or rented.

- 4. Restrictions on Transfer. Any transfer of the Property after sale to the first owner occupant shall be subject to the provisions of these Restrictive Covenants. Transfer shall mean any voluntary or involuntary sale, assignment or transfer of ownership of the Property or of any interest in the Property, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest evidenced by a land contract by which possession of the Property is transferred but title is retained by the transferor; except that Transfer shall not mean any of the following:
- (a) As to any Purchaser who at the time of the purchase took title to the Property by him/herself but subsequently marries or files a Declaration of Domestic Partnership:
- (1) a transfer of the Property without consideration from the Purchaser to the Purchaser and the Purchaser's spouse/domestic partner whereby title to the Property is then held by the Purchaser and Purchaser's spouse/domestic partner; or
- (2) a devise or inheritance of the Property to the Purchaser's spouse/domestic partner, whether as a surviving joint tenant or otherwise; or
- (3) as part of dissolution of marriage/termination of domestic partnership proceedings, the transfer of the Property from the Purchaser to the Purchaser's spouse/domestic partner provided, however, that the spouse/domestic partner qualifies, at the time of the transfer, as subsequent purchaser under these Restrictive Covenants.
- (b) As to any Purchaser(s) who at the time of the purchase took title jointly (whether as joint tenants, tenants in common, as community property, or otherwise):
 - (1) a device or inheritance of the Property to the surviving Purchaser; or
- (2) as part of dissolution of marriage or other legal proceedings (such as a termination of domestic partnership), the transfer of the Property from one Purchaser to the other Purchaser.
- 5. Maintenance of Property. Purchaser shall maintain the Property and improvements thereon, including landscaping and yard areas, in good condition and repair, free from the accumulation of debris and waste materials, consistent with community standards and in compliance with all applicable codes, including City of Clovis ordinances. If not so maintained, the City of Clovis may notify Purchaser of such conditions and of a reasonable time to correct the conditions. For landscaping and yard maintenance, a reasonable time shall be considered five (5) days. If the conditions are not corrected within the time provided the City of Clovis may perform the necessary maintenance at the expense of the Purchaser which expense will become a debt due and owing the City of Clovis. If the debt is not paid within ten (10) days of notice, the debt may be placed as a lien on the Property.

- 5A. <u>Timely Payment of Loans, Taxes, and Assessments</u>. Purchaser shall timely pay, and prior to default, all monetary obligations secured by the Property, including without limitation all loan obligations, property taxes and assessments.
- 6. Additions and Improvements to Property. After sale to the first owner occupant, Purchaser shall not undertake substantial remodeling or additions to the Property without the advance written approval of City. Capital Improvements in excess of Five Thousand Dollars (\$5,000.00) shall be considered a substantial remodeling or addition. See Section 12 below for a further definition of Capital Improvements.
- Inspection of Property. Upon City's receipt of a notice of intent to transfer as detailed in Section 9 below, City shall be given the right to enter and to inspect the Property to determine whether any violations of building, plumbing, electric, fire, housing, neighborhood preservation, or other applicable codes exist and whether the Property has been maintained in good condition. City shall notify Purchaser with regard to any noted code violations and maintenance deficiencies (collectively, the "Deficiencies"), and Purchaser shall cure the Deficiencies in a reasonable manner acceptable to the City within sixty (60) days of being notified in writing of the result of the inspections. Should Purchaser fail to cure all the Deficiencies prior to the scheduled date for the close of escrow, at the option of City or an Eligible Purchaser as defined in Section 10 below, escrow may be closed, title passed and money paid to the Purchaser subject to the condition that such funds as are necessary to pay for curing the Deficiencies, based upon written estimates obtained by City, shall be withheld from the money due Purchaser and held by the escrow holder for the purpose of curing the Deficiencies. City and/or the Eligible Purchaser shall cause the Deficiencies to be cured and, upon certification of completion of work by City, the escrow holder shall utilize such funds to pay for said work. Any remaining funds shall be paid to Purchaser.
- 8. <u>Nondiscrimination</u>. Purchaser agrees for itself and any successor in interest not to discriminate upon the basis of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof. Purchaser covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof, nor shall Purchaser itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sublessees, or vendees in the Property.
- 9. <u>Notice of Transfer or Refinancing</u>. If after sale to the first owner occupant, Purchaser intends to transfer or to refinance the Property, Purchaser shall promptly notify City in writing of such intent. For purposes of these Restrictive Covenants, refinance includes a home equity loan or similar line of credit by which the Property secures the promissory note for the loan/line of credit. Prior to executing any documents affecting a transfer or refinancing, Purchaser shall send the notice (hereinafter referred to as the "Notice of Intent to Transfer or

Refinance") by certified mail return receipt requested, to the City Manager, City of Clovis, 1033 Fifth Street, Clovis, California 93612. Purchaser has the right to withdraw the Notice of Intent to Transfer or Refinance prior to the opening of an escrow to purchase the Property or prior to the recording of any financing documents.

- 10. <u>City's Option to Designate an Eligible Purchaser</u>. Upon receipt of the Notice of the Intent to Transfer, City shall have the option to designate an Eligible Purchaser, as defined in Section 11 below, to purchase the Property in the manner set forth hereunder. Within thirty (30) days of receipt by City of the Notice of Intent to Transfer, City shall: (1) notify Purchaser of the Maximum Sales Price, as defined in Section 12 herein, to be paid for the Property; (2) inspect the Property as described in Section 7, above; and (3) notify Purchaser regarding whether or not City intends to exercise its option to designate an Eligible Purchaser. The notification to Purchaser regarding the option to designate an eligible Purchaser shall be sent by certified mail return receipt requested. If City exercises this option, it shall cause an escrow to purchase the Property to be opened within thirty (30) days following such notification to Purchaser, and it shall cause the Property to be purchased by its designated Eligible Purchaser within one hundred twenty (120) days following receipt by City of Purchaser's Notice of Intent to Transfer.
- 11. <u>Transfer to Eligible Purchaser and City's Option to Purchase Property</u>. In the event City does not exercise its option to designate an Eligible Purchaser, transfer of the Property by Purchaser must be to an Eligible Purchaser. An Eligible Purchaser shall be defined as:
 - (a) The City of Clovis;
 - (b) A household with an annual income that does not exceed eighty percent (80%) of the Fresno County Area Median Income based on the applicable household size, as determined by City pursuant to the appropriate State (Department of Housing and Community Development) and Federal (U. S. Department of Housing and Urban Development) publication.
- 12. <u>Determination of Maximum Sales Price</u>. After sale to the first owner occupant, the amount of money Purchaser may receive for any transfer of the Property shall be called the "Maximum Sales Price." The Maximum Sales Price shall be calculated as follows:
 - (a) The price the first owner occupant paid for the Property.
- (b) The Purchase Price shall be adjusted by the percentage increase or decrease of the median income of a four-person household for the Fresno County Area as published by the California Department of Housing and Community Development, or its successor, from the purchase date to the date of the Notice of Intent to Transfer.
- (c) Added to the Purchase Price shall be the cost of City approved Capital Improvements in Excess of Five Thousand Dollars (\$5,000.00) ("Qualified Capital Improvements") if within sixty (60) days upon completion of such Qualified Capital Improvements, Purchaser submitted the following to City: (1) an itemized list of the Qualified

Capital Improvements; (2) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits or certificate of completion); (3) reliable evidence of the cost of the Qualified Capital Improvements (as evidenced e.g., by an itemized invoice or receipt).

- (d) Added to the Purchase Price shall also be the reasonable closing costs and marketing expenses as determined periodically by City.
- 13. <u>Determination of Maximum Refinancing Amount</u>. After sale to the first owner occupant, the maximum amount of any refinancing, shall be ninety percent (90%) of the Maximum Sales Price, whether refinancing is a new first deed of trust, a second (or other) deed of trust, a home equity loan, or similar line of credit by which the Property secures the promissory note for the deed of first/loan/line of credit.
- 14. Defaults and Remedies. Upon a violation of any of the provisions of these Restrictive Covenants, City shall give written notice to Purchaser by certified mail return receipt requested, specifying the nature of the violation. If the violation is not corrected to the satisfaction of City within a reasonable period of time, not longer than thirty (30) days after the date the notice is mailed, or within such further time as City determines is necessary to correct the violation, City may declare a default under these Restrictive Covenants. Upon declaration of a default, City may apply to a court of competent jurisdiction for specific performance of the obligations of these Restrictive Covenants, for an injunction prohibiting a proposed transfer in violation of these Restrictive Covenants, for a declaration that a transfer in violation of the provisions of these Restrictive Covenants is void, or for any such other relief at law or in equity as may be appropriate. In the event of default by Purchaser, and/or by Purchaser's transferee in those circumstances where a transfer has occurred in violation of these Restrictive Covenants, Purchaser and/or the Purchaser's transferee shall hold the City and the Owner and their respective employees or other agents harmless and reimburse the expenses, legal fees and costs for any action the City takes in enforcing the provisions of these Restrictive Covenants.
- 15. <u>City's Option to Purchase Upon Default</u>. In addition to the remedies provided City in Section 14 above, City has the option to purchase the Property effective upon the declaration of a default. City option to purchase may be exercised upon a default under these Restrictive Covenants. City shall have sixty (60) days after a default is declared to notify Purchaser of its decision to exercise its option to purchase.
- 16. <u>Non-liability of City</u>. In no event shall City become in any way liable or obligated to Purchaser or to any successor-in-interest of the Purchaser by reason of its option to purchase under either Section 11 or Section 15 herein nor shall City be in any way obligated or liable to the Purchaser or any successor-in-interest of the Purchaser for City's failure to exercise such option to purchase.
- 17. <u>Invalid Provisions</u>. If any one or more of the provisions contained in these Restrictive Covenants shall for any reason be held to be invalid, illegal or unenforceable in any respect then such provision or provisions shall be deemed severable from the remaining

provisions contained in these Restrictive Covenants, and these Restrictive Covenants shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- 18. <u>Controlling Law</u>. The terms of these Restrictive Covenants shall be interpreted under the laws of the State of California.
- 19. <u>Notices</u>. All notices required herein shall be sent to the City by certified mail return receipt requested, as follows:

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

or such other address that the City may subsequently request in writing. Notices to the Purchaser shall be sent by certified mail return receipt requested to the Property address.

- 20. <u>Interpretation of Restriction Covenants</u>. The terms of these Restrictive Covenants shall be interpreted to encourage to the extent possible that the purchase price of and mortgage payments for the Property remain affordable to moderate, low, very low, extremely low income households.
- 21. <u>Consent of City to Change terms</u>. No changes may be made to these Restrictive Covenants without the written consent of City. City shall be considered a third party beneficiary to these restrictive Covenants.

	the Grantor/City and Grantee/Purchaser have caused this ehalf by their respective officers hereunto duly authorize 2017.	
CITY OF CLOVIS, acting as the Ho the former Clovis Community Deve		
Ву:		
Luke Serpa, City Manager		
ATTEST:		
By:		

John Holt, City Clerk

[Additional Signatures on Next Page]

LOZANO SMITH
By:
David Wolfe
City Attorney
THE GRANTEE/PURCHASER AGREES TO BE BOUND BY THE COVENANTS SET FORTH ABOVE.
Dated:, 2017. By:
Dated:, 2017. By:

EXHIBIT 3

GRANT DEED

ATTACHMENT A

Legal Description of the Property

THE WESTERLY 10 FEET OF LOT 48 AND ALL OF LOTS 49 AND 50 IN BLOCK 6 OF STANFORD ADDITION TO THE TOWN OF CLOVIS, IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 7, PAGE 56 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY.

APN: 491-181-20

EXHIBIT 3 GRANT DEED ATTACHMENT B

CITY OF CLOVIS HOMEOWNERSHIP ASSISTANCE PROGRAM ACKNOWLEDGMENT OF RESTRICTIVE COVENANTS GOVERNING USE AND RESALE OF THE PROPERTY INCLUDING OPTION TO DESIGNATE ELIGIBLE PURCHASERS

The undersigned acknowledges as follows:

Dated:

- 1. I/We am/are purchasing the Property at 1605 Fifth Street, Clovis, CA 93612, designated as Assessor's Parcel Number 491-181-20T.
- 2. There is recorded against this Property Restrictive Covenants which limit the use and resale of the Property and allow City to designate eligible purchasers. These Restrictive Covenants run with the land for perpetuity.
- 3. I/We meet the current requirements established by the City in order to be deemed an "Eligible Purchaser" as defined in Section 10 of the Restrictive Covenants.
- 4. I/We have read and fully understand these Restrictive Covenants and understand that this, in part, sets forth limitations regarding the transfer of the Property; establishes a maximum sales price for which the Property may be resold based on adjustments to the medium income of a four-person household for the Fresno County area as published by the California Department of Housing and Community Development; establishes the maximum amount for which the Property may be refinanced and establishes a definition of an Eligible Purchaser.

Signature:

Exhibit 4 Schedule of Performance

<u>Action</u> <u>Date</u>

1.	<u>Close of Escrow</u> . City shall convey title to the escrowed Property to Developer, and Developer shall accept such conveyance.	Not later than sixty (60) days after the opening of escrow.
2.	Commencement of Construction of Residence on Property. Developer shall obtain the required permits and commence construction of the residence on the Property.	Not later than two (2) years after the close of escrow.
3.	Completion of Construction of Residence on Property. Developer shall complete construction of the residence on the Property.	Developer shall complete construction of the residence on the Property during the three (3) years following execution of the Agreement. Developer may apply for and receive up to two (2) separate one (1) year extensions from the City to complete construction of the residence.

Exhibit 6

Notice of Affordability Restrictions on Transfer of Property

RECORDING REQUESTED BY, AND)	
WHEN RECORDED, MAIL TO:)	
)	
City of Clovis)	
1033 Fifth Street)	
Clovis, California 93612)	
ATTN: City Manager	(Space above provided for Recorder)	

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

1605 Fifth Street, Clovis, CA 93612, APN No. 491-181-20T

THIS NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY ("Affordability Restrictions") is recorded in association with the Grant Deed in which the City of Clovis, acting as the Housing Successor to the former Clovis Community Development Agency ("Grantor" or "City") acting to carry out a City of Clovis Redevelopment Plan under the Community Redevelopment Law of California, grants to [NAME], [RELATIONSHIP] ("Grantee" or "Purchaser") the real property described in **Attachment A** ("Property") attached hereto and incorporated herein.

THESE AFFORDABILITY RESTRICTIONS are recorded as required by California Community Redevelopment Law (section 33334.3,) and sets forth the following information with respect to the Property:

A description of the Affordability Restrictions;

The expiration date of Affordability Restrictions;

The street address of the Property;

The Assessor's Parcel Number of the Property; and,

A legal description of the Property.

Restrictive Covenants

The Grantor's/City's Grant of the subject	Property to the Grantee/ Purchaser			
is being made pursuant to certain Affordability restrictions and other covenants as				
set forth in the Disposition and Development Agreement entered into between				
Grantor and Grantee dated	_, 2017 (the "Agreement"), a copy			
of which is on file with Grantor at its offices as	a public record and which is			
incorporated herein by reference.				

A complete list of the Affordability Restrictions and other restrictive covenants that run with the Property are set forth in the Agreement. The Affordability Restrictions set forth herein are not intended to be, and shall not be interpreted as, a full and complete recitation of the covenants set forth in the Agreement. The covenants set forth herein are provided strictly for the purpose of placing persons and entities on notice of the existence of certain restrictions and covenants that directly affect any transfer or refinance of the Property.

- 1. <u>Notice of Transfer or Refinancing</u>. In the event Purchaser intends to transfer or to refinance the Property, Purchaser is required to notify City in writing of such intent, as specified in Paragraph 9 of the subject Grant Deed, prior to executing any documents affecting a transfer or refinance.
- 2. <u>City's Option to Designate an Eligible Purchaser</u>. Upon receipt of the Notice of the Intent to Transfer, City shall have the option to designate an Eligible Purchaser to purchase the Property as specified in Paragraph 10 of the subject Grant Deed.
- 3. <u>Transfer to Eligible Purchaser and City's Option to Purchase Property</u>. In the event City does not exercise its option to designate an Eligible Purchaser, transfer of the Property by Purchaser must be to an Eligible Purchaser. An Eligible Purchaser shall be defined as:
 - (A) The City of Clovis;

- (B) A household with an annual income that does not exceed eighty percent (80%) of the Fresno County Area Median Income based on the applicable household size, as determined by City pursuant to the appropriate State (Department of Housing and Community Development) and Federal (U. S. Department of Housing and Urban Development) publication.
- 4. <u>Maximum Sales Price</u>. The amount of money Purchaser may receive for any transfer of the Property shall be called the "Maximum Sales Price." The Maximum Sales Price shall be calculated as follows:

(A) The price Purchaser paid for	or the Property, which at the time
of document recording is	Dollars
(\$00).	
[To be set at the time of first subsequ	ent sale per the Agreement.]

- (B) The Purchase Price shall be adjusted by the percentage increase or decrease of the median income of a four-person household for the Fresno County Area as published by the California Department of Housing and Community Development, or its successor, from the purchase date to the date of the Notice of Intent to Transfer. At the time of document recording, the Fresno County median income for a family of four is \$______.
- (C) Added to the Purchase Price shall be the cost of City approved Capital Improvements in Excess of Five Thousand Dollars (\$5,000.00) ("Qualified Capital Improvements") if within sixty (60) days upon completion of such Qualified Capital Improvements, Purchaser submitted the following to City: (1) an itemized list of the Qualified Capital Improvements; (2) reliable proof of completion of the Qualified Capital Improvements (as evidenced e.g., by final building permits or certificate of completion); (3) reliable evidence of the cost of the Qualified Capital Improvements (as evidenced e.g., by an itemized invoice or receipt).
- (D) Added to the Purchase Price shall also be the reasonable closing costs and marketing expenses as determined periodically by City.

5. <u>Maximum Refinancing Amount</u>. The maximum amount of any refinancing, shall be ninety percent (90%) of the Maximum Sales Price, whether refinancing is a new first deed of trust, a second (or other) deed of trust, a home equity loan, or similar line of credit by which the Property secures the promissory note for the deed of first/loan/line of credit.

Date of Expiration of Affordability Restrictions

The Affordability Restrictions as set forth hereinabove are effective for not less than fifty-five (55) years from the date of the transfer of Property.

Street Address of Property

The street address of the Property subject to the Affordability Restrictions as set forth hereinabove is 1605 Fifth Street, Clovis, CA 93612.

Assessor's Parcel Number of Property

The Assessor's Parcel Number (APN) for the Property subject to the Affordability Restrictions as set forth hereinabove is 491-181-20T.

Legal Description of Property

The legal description of the Property which is subject to the Affordability Restrictions is described in **Attachment 1** ("Property") hereto and incorporated herein.

cers

ATTEST:			
By:John Ho	olt, City Clerk		
	AS TO FORM:		
LOZANO SM	ITH		
By: David V City Att	Volfe orney		
	EE/PURCHASER S SET FORTH AB	AGREES TO BE BO	UND BY THE
Dated:	, 2017.	By:	
Dated:	, 2017.	Ву:	

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF TITLE

ATTACHMENT A

Legal Description of the Property

THE WESTERLY 10 FEET OF LOT 48 AND ALL OF LOTS 49 AND 50 IN BLOCK 6 OF STANFORD ADDITION TO THE TOWN OF CLOVIS, IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 7, PAGE 56 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY.

APN: 491-181-20

Exhibit 7 Reversionary Interest Notice

RECORDING REQUESTED BY AND)
WHEN RECORDED, RETURN TO AND)
MAIL TAX STATEMENTS TO:)
)
)
)
)
NOTICE OF	REVERSIONARY INTEREST
1605 Fifth Street, Cl	lovis, CA 93612, APN No. 491-181-20T
Clovis Community Development Age California nonprofit corporation ("De	COVIS, acting as the Housing Successor to the former ency ("City") and Habitat for Humanity Fresno, Inc., a eveloper"), entered into a Disposition and Development, 2017 in connection with the sale of certain fth Street, in the City of Clovis ("Property" or "Parcel").
complete certain Improvements by sp	ions 2 and 8.4 of the Agreement, Developer failed to ecified dates or otherwise failed to timely cure a breach of the identified Property has reverted back to City.
NOW, THEREFORE, City do identified Property and City intends to	bes hereby give notice that Title has reverted to City for the exercise all rights to the Property.
IN WITNESS WHEREOF, the, 20	e City has duly executed this instrument this day of
CITY OF CLOVIS, acting as the Houtouth to the former Clovis Community Development	
By:	
, City Manager	
J:\wdocs\00604\116\agt\00500878.DOC	



AGENDA ITEM NO:

City Manager:

1-B

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO:

Mayor and City Council

FROM:

Community and Economic Development Department

DATE:

July 17, 2017

SUBJECT:

Consider Approval – Res. 17-___, Adoption of the City of Clovis 2017-18 Annual Action Plan for expenditure of Community Development Block Grant Funds; and Consider Approval - Res. 17-___, Amending the 2015-16 Annual

Action Plan.

ATTACHMENTS:

- (A) 2017-18 CDBG Annual Action Plan
- (B) Resolution: Adoption of the 2017-18 Annual Action Plan
- (C) Resolution: Approval of Amendment to 2015-16 Annual Action

Plan

CONFLICT OF INTEREST

None.

RECOMMENDATION

Consider Approval - Res. 17-___, adopting the City of Clovis 2017-18 Annual Action Plan for expenditure of Community Development Block Grant Funds; and Consider Approval - Res. 17-__, amending the City of Clovis 2015-16 Annual Action Plan.

EXECUTIVE SUMMARY

The U. S. Department of Housing and Urban Development (HUD) requires the City to adopt the attached 2017-18 Annual Action Plan identifying projects for the 2017-18 fiscal year. In addition, cancellation of a previously-approved CDBG project can only be authorized by Clovis City Council Resolution.

BACKGROUND

As an entitlement city for the purpose of receiving Community Development Block Grant Funds from HUD, Clovis must adopt an Annual Action Plan to identify CDBG projects for the upcoming budget year. In 2016, City Council approved the five-year Consolidated Plan.

This required an extensive analysis of housing and community development needs for disadvantaged populations to be completed through community input and census data analysis. Staff conducted over 50 interviews with agencies and Clovis residents to identify gaps in services for disadvantaged populations. This analysis has resulted in the following summary of needs by priority:

High Priority

Job Creation/Retention
ADA Sidewalk Improvements
Street/Alley Improvements
Homeless Services/Shelters
Disabled
Code Enforcement
Affordable Housing for Families/Seniors/Veterans
Housing Rehabilitation
Education
Jobs for Youth
Food Pantry Programs
Programs for Foster Children Aging Out of System
Youth Counseling/Resource Center
First-Time Homebuyer Programs
Youth Centers

Medium Priority

Substance Abuse Services Micro Loans to Small Businesses More Educational Opportunities Support Groups for Families of

Legal Services
Road Reconstruction
Tenant/Landlord Fair Housing

Parks/Recreational Facilities Substance Abuse Services

Low Priority

Façade Improvements Utility Improvements (Water/Sewer) Fire Stations/Equipment

In order to be eligible for CDBG funding, projects must fall into one of the following categories:

- 1. Directly benefit low- and moderate-income persons.
- 2. Aid in the prevention and elimination of slums or blight.
- Meet an urgent need.

Community Centers

Based on the identified needs and the CDBG program regulations, the following projects were approved by City Council to be funded (at estimated amounts) over the five-year Consolidated Plan period:

Goals Goal 1. Housing Rehabilitation		Priority Level H	\$1,000,000 (30%)
Home Repair Grants	(2017-2018)		\$200,000
Home Repair Grants	(2018-2019)		\$200,000
Home Repair Grants	(2019-2020)		\$200,000
Home Repair Grants	(2020-2021)		\$200,000
Goal 2. Economic Dev./Jol	Creation	Н	\$100,000 (3%)
Job Creation Program	(2017-2018)		\$100,000
Goal 3. Infrastructure		Н	\$1,077,500 (32%)
ADA		Н	\$525,000
ADA Streets/Ramps/Sidewalks	(2016-2017)	STATE OF THE PARTY OF	\$200,000
ADA Streets/Ramps/Sidewalks	(2017-2018)		\$100,000
ADA Streets/Ramps/Sidewalks	(2018-2019)		\$ 75,000

ADA Streets/Ramps/Sidewalks	(2019-2020)		\$ 75,000
ADA Streets/Ramps/Sidewalks	(2020-2021)		\$ 75,000
Street/Alley Reconstruction		H	\$552,500
Street/Alley Reconstruction	(2016-2017)		\$150,000
Street/Alley Reconstruction	(2017-2018)		\$100,625
Street/Alley Reconstruction	(2018-2019)		\$100,625
Street/Alley Reconstruction	(2019-2020)		\$100,625
Street/Alley Reconstruction	(2020-2021)		\$100,625
Goal 4. Pub	lic Services	H	\$502,500 (15%)
Area Based Policing	(2016-2017)	10.25	\$100,922
Area Based Policing	(2017-2018)		\$100,395
Area Based Policing	(2018-2019)		\$100,395
Area Based Policing	(2019-2020)		\$100,394
Area Based Policing	(2020-2021)		\$100,394

While this list meets many of the high priority needs identified through the consolidated planning process, some needs were not addressed with CDBG due to lack of funds. Staff, as in years past, will seek out other resources to meet needs in the community.

For the 2017-18 program year, HUD has allocated \$689,077 to the City of Clovis; this is an increase of \$16,258 from the 2016-17 allocation. In addition, project savings from a previous funding year in the amount of \$85,000 have been applied to 2017-18 projects.

In order to provide public notice of the planned activities and amendment and invite public input and comment, legal notices in both Spanish and English were placed in the Business Journal on February 24, 2017, and April 7, 2017. No comments, written or oral, were received. On June 23, 2017, a third legal notice was published to advertise the 24-day comment period and announced the public hearing for the 2017-18 Annual Action Plan. The comment period runs through the close of business on July 17, 2017.

Through the process identified in the HUD-approved Citizen Participation Plan, a recommended list of priority projects was created. The selected projects will meet goals of the Consolidated Plan to improve neighborhoods, create jobs, and enhance the quality of life for the citizens of Clovis. The recommended projects for the 2017-18 program year will improve infrastructure by making ADA and Street/Alley improvements, increase policing in CDBG-eligible census tracts throughout Clovis, and continue to emphasize improvements to Clovis' low- and moderate-income housing stock.

Staff recommends the proposed projects for the 2017-18 program year be funded as follows:

1.	Housing Rehabilitation	\$232,900.05
2.	ADA Improvement – Various Locations	\$100,000.00
3.	Helm/Ashlan Alley Reconstruction	\$115,000.00
4.	Microenterprise Program	\$ 85,000.00
5.	Area-Based Policing (Code Enforcement)	\$103,361.55
6.	Administration	\$137,815.40

In addition to the projects listed above, staff recommends the following projects be included as contingency projects to be funded if additional funds become available during the year:

Housing Rehabilitation (\$25,000) Gettysburg/Norwich Alley Reconstruction (\$132,000)

In the 2015-16 Annual Action Plan, \$85,000 was budgeted for a Microenterprise Program which would provide funds for low-income entrepreneurs in need of commercial kitchen space to begin or expand their business to utilize a commercial kitchen. Additional funding needed for the project and a final project location, are still being secured. Expenditure deadlines for the 2015-16 CDBG funds requires the cancellation of the project from the 2015-16 Annual Action Plan, so the project can be reallocated through the 2017-18 Annual Action Plan.

FISCAL IMPACT

A total of \$774,077 in CDBG funds is available for 2017-18 through a new allocation and project savings. HUD distributes the funds on a reimbursement basis. The funds are budgeted in the 2017-18 City of Clovis budget.

REASON FOR RECOMMENDATION

HUD requires the City Council to adopt an Annual Action Plan each year. The recommended action meets HUD's requirements to receive CDBG funds as an entitlement city. In addition, HUD requires the City Council to formally amend an Annual Action Plan if a project must be cancelled.

ACTIONS FOLLOWING APPROVAL

Staff will cancel the Microenterprise Program from the 2015-16 Annual Action Plan. Staff will begin operation of the 2017-18 CDBG Program, and projects will be completed during the 2017-18 fiscal year.

Prepared by: Heidi Crabtree, Housing Program Coordinator

Submitted by: Andrew Haussler, Community and Economic Development Director

City of Clovis

DRAFT

Action Plan FY 2017-2018

Community Development Block Grant



Magnolia Crossing Assisted Living Facility
Currently under construction
Twenty-four units of senior affordable housing
Land donated by the City of Clovis

Community and Economic Development Department

1033 Fifth Street Clovis, California 93612

Anticipated Date for Submission to U.S. Department of Housing and Urban Development: July 18, 2017

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Action Plan is a document submitted to HUD on an annual basis that serves as a comprehensive housing affordability strategy, community development plan, and submissions for funding under any of HUD's entitlement formula grant programs.

As a CDBG Entitlement City, Clovis' Community and Economic Development Department has developed a five-year strategic plan that identifies and prioritizes the future use of the City's Community Development Block Grant (CDBG) funds. This five-year plan will become effective July 1, 2016, and will end on June 30, 2021. This Annual Action Plan represents year two of the five-year plan.

In preparing the Con Plan, the City utilized several methods to analyze the housing and community development needs of Clovis. Methods included, conducting interviews of community residents, stakeholders, community organizations, and multi-family unit property owners, analyzing U.S. census data, and utilizing information in several city and county planning documents. The City hosted community meetings, hearings and met with organizations as an effort to outreach to and encourage participation of all residents, particularly low- and moderate-income residents, elderly persons, and persons with disabilities. The purpose of the meetings was to inform the community about the Con Plan process and to identify opportunities to improve collaborative efforts, eliminate service delivery gaps in order to develop and sustain decent and affordable housing, suitable living environments, and expanded community and economic opportunities. The following table outlines the City's priority need objectives and outcomes based on the estimated funding allocation of \$670,000 per year over the next five years. The figures below are estimates and percentages based on assumptions that CDBG funding, entitlement funding distribution formulas, and/or the number of communities eligible to receive entitlement funding remains constant. If any of the conditions change, projected activities and accomplishments are subject to change.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Clovis estimates that it will receive CDBG funding of \$3,350,000 over the next five years. Those CDBG funds are anticipated to be divided between four prioritized goals, as follows:

Goal 1: Housing - \$1,000,000 (30%) to be used to improve the quality of owner-occupied units, increase multi-family units for low- to moderate-income households, support transitional and permanent housing for homeless persons, and support regional efforts to end chronic homelessness.

Goal 2: Economic Development - \$100,000 (3%) to be used to support projects that create jobs for low-to moderate-income persons.

Goal 3: Infrastructure - \$1,077,500 (32%) to be used to improve the quality and increase the quantity of public improvements that benefit low- to moderate-income residents and neighborhoods, improve the quality and increase the quantity of facilities that benefit neighborhoods, seniors, and those with special needs, and provide funds to bring public facilities into ADA compliance.

Goal 4: Public Services - \$502,500 (15%) to be used to provide code enforcement and additional policing that benefits low- to moderate-income neighborhoods, support senior and youth programs, support programs and activities that benefit those with special needs, and to support food pantry programs.

Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The following is an overview of the prior year performance and goals:

Housing Rehabilitation - To date, this project served 77 households exceeding the 2016-17 Action Plan goal. The City is on track to expend \$201,466 on this activity in 2016-17.

Area-Based Policing - Additional policing has been continued with a dedicated Community Service Officer. The officer has been focusing on improving neighborhood conditions in CDBG eligible census tracts. Approximately 700 citations are issued each year and significant improvement has been made in struggling neighborhoods.

FTHB Program - In December 2016, Clovis completed the expenditure of \$700,000 in HOME funds awarded by the State of California for a FTHB Program. Eleven loans were closed. Clovis recently received notice that it had been awarded an additional \$1,000,000 in HOME funds for the same program, and expenditure of those funds is now underway.

Goal 4 Economic Development/Job Creation

The City invests heavily in economic development activities using local resources to attract and retain businesses that provide high wage jobs for its citizens. Clovis is currently using CDBG funds for the creation of a commercial kitchen project that will allow LMI entrepreneurs expand their businesses.

Goal 5 Capital Improvements

ADA Improvements: Various Locations (2015-16) - completed.

Letterman Park Improvements (2013-14) - completed

All remaining projects are all under construction or in the process of being designed. The City
invests in many capital improvement projects throughout the City including low-income
neighborhoods using a variety of funding resources.

Affirmatively Furthering Fair Housing

HUD requires any jurisdiction receiving funds to commit to affirmatively further fair housing. In accordance with HUD's requirements, the City of Clovis completed the Analysis of Impediments to Fair Housing Choice in the fall of 2010. The City, with upcoming guidance from HUD, will complete with Affirmatively Furthering Fair Housing requirement. The City worked with Smart Valley Places on the most recent regional fair housing assessment.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Clovis developed a Citizen Participation Plan that was approved by City Council in 2006, and subsequently approved by HUD. Citizens, nonprofits, and all interested parties were provided adequate opportunity to review and comment on the plan. The purpose of the plan is to encourage citizens, particularly LMI residents, to participate in the development of the Consolidated Plan, Action Plans, Substantial Amendments, and Annual Performance Reports. Citizens are engaged through community meetings, public hearings, and individual interviews. The primary goals of Clovis' Citizen Participation Plan are 1) to generate significant public participation, specifically from LMI residents and those residing in LMI neighborhoods; 2) to gather data that accurately describes and quantifies housing and community development needs and to suggest workable solutions; and 3) to obtain comments on proposals for allocating resources. Throughout the determination of needs and allocation of resources relative to the Consolidated Plan, and the development of this action plan the City consulted with both internal and external departments, agencies, and individuals to understand Clovis' needs and available resources. Internally, Clovis met with several department representatives to provide information about the Consolidated Plan and the Community Development Block Grant. Department staff provided input

on how CDBG resources can be utilized and leveraged to provide services such as housing programs, code enforcement, and infrastructure improvements.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The City of Clovis conducted two separate public input meetings and one public hearing to obtain citizens' input and to respond to proposals and questions. The public input meetings were held on February 22, 2017, and March 20, 2017. The public were noticed on these meetings on January 22, 2017, and February 24, 2017, respectively. A public hearing was noticed on April 7, 2017 for a public hearing on May 8, 2017. Due to the delay in HUD's release of funding allocations, the public hearing was cancelled. However, the 30-day comment period was honored. No comments, written or oral, were received during the 30-day comment period. A public hearing was again noticed on June 23, 2017, for a public hearing on July 17, 2017. No comments, written or oral, were received during the comment period nor the public hearing. The notice included information about the locations at which the consolidated plan would be available for review, and was published in the *The Business Journal* which services Clovis and the surrounding areas in both English and Spanish.

Clovis was prepared to provide interpreters for non-English speaking citizens upon request. However, no requests were made. Both public input meetings and the public hearing were held during evening hours at convenient locations that accommodate persons with disabilities.

NOTE: THIS IS A DRAFT DOCUMENT, AND WILL BE UPDATED SHOULD COMMENTS BE RECEIVED IN THE FUTURE BUT PRIOR TO SUBMISSION TO HUD.

Summary of comments or views not accepted and the reasons for not accepting them

No public comments were received at the public input meetings, during the first 30-day public review period, the second 24-day comment period, or during the public hearing.

Summary

Citizens were encouraged to participate in two public input meetings held at the Clovis Planning and Development Services office, located in the heart of Clovis. The first meeting was held during normal business hours, and the second was held during evening hours. Clovis staff was prepared to provide extensive information relative to the CDBG program, the preparation of the Consolidated Plan and

Annual Action Plans, and the Citizen Participation process and its importance. Even though great effort on the part of the City went into their preparation, the public input meetings did not facilitate any comments.

PR-05 Lead & Responsible Agencies - 91.200(b)

Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency	
CDBG Administrator	CLOVIS	Administration	

Table 1 - Responsible Agencies

Narrative (optional) The City of Clovis Community and Economic Development Department serves as the lead department for the 201718 Action Plan and the administration of CDBG funds. The City's institutional structure consists of a council-manager form of government. Under the council-manager form of government, adopted by municipal code, the City Council provides policy direction to the city manager who is responsible for administering city operations. The council is the legislative body; which approves the budget and determines the tax rate, for example. The council also focuses on the community's goals, major projects, and such long-term considerations as community growth, land use development, capital improvement plans, capital financing, and strategic planning. The council hires a professional manager to carry out administrative responsibilities, and supervises the manager's performance.

Consolidated Plan Public Contact Information

Heidi Crabtree, Housing Program Coordinator

City of Clovis

1033 Fifth Street

Clovis, CA 93612

(559) 324-2094

Annual Action Plan 2017

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Throughout the determination of needs and allocation of resources relative to the Consolidated Plan, the City consulted with both internal and external departments, agencies, and individuals to understand Clovis' needs and available resources. Internally, Clovis met with several department representatives to provide information about the Consolidated Plan and the Community Development Block Grant. Department staff provided input on how CDBG resources can be utilized and leveraged to provide services such as housing programs, code enforcement, and infrastructure improvements.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Clovis currently does not have publicly-owned housing. The City works closely with Fresno City and County Housing Authority to provide Section 8 vouchers to Clovis residents. As population demographics continue to change and need continues to rise, Clovis will explore further partnerships with the housing authority to develop affordable housing projects in Clovis.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Clovis is an active member of the Fresno Madera Continuum of Care (FMCoC), which is the organization that acts as the regional planning body to address homelessness in the region. This collaborative group addresses homeless issues including chronic homelessness, homelessness prevention, and discharge coordination policies on the region-wide basis of Fresno and Madera Counties, which includes the City of Clovis. Based upon the consultation process, the City has recognized a need for shelters for other at-risk populations such as youth and veterans, and will pursue projects to serve these populations.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Clovis does not receive ESG funding.

Table 2 - Agencies, groups, organizations who participated

1	Agency/Group/Organization	Fresno Madera Continuum of Care				
	Agency/Group/Organization Type	Services-homeless				
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy				
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Based upon the consultation process, the City has recognized a need for shelters and other at-risk populations such as youth and veterans, and will pursue projects to serve these populations.				
2	Agency/Group/Organization	FRESNO HOUSING AUTHORITY				
	Agency/Group/Organization Type	Housing PHA Services - Housing				
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis				
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Based upon the consultation process, the City has recognized a need for public housing				

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?		
Continuum of Care	Fresno Madera	This effort aligns with the strategic plan goal to support activities to respond to homelessness		
Continuum of Care	Continuum of Care	and its impacts on the community.		
City of Clovis	City of Claylia	Government Code Section (GSC) 65300 requires cities and counties to adopt and maintain a		
Housing Element (2015-2023)	City of Clovis	General Plan with a minimum of seven mandatory elements: Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety.		
SJVHC Goals and Objectives	Fresno State Community & Economic Development	The San Joaquin Valley Housing Collaborative (SJVHC) serves as a regional voice for effective affordable housing policy in the San Joaquin Valley. The group establishes and supports a broad network of partners to promote and increase the development of affordable and workforce housing in the Valley.		

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation - 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

NOTE: THIS IS A DRAFT, AND WILL BE UPDATED BASED UPON COMMENTS THAT MAY BE RECEIVED IN THE FUTURE BUT PRIOR TO SUBMISSION TO HUD.

The City of Clovis conducted two separate public input meetings and one public hearing to obtain citizens' input and to respond to proposals and questions. The public input meetings were held on February 22, 2017, and March 20, 2017. The public were noticed on these meetings on January 22, 2017, and February 24, 2017, respectively. A public hearing was noticed on April 7, 2017 for a public hearing on May 8, 2018. Due to the delay in HUD's release of funding allocations, the public hearing was cancelled. However, the 30-day comment period was honored. No comments, written or oral, were received during the 30-day comment period. A public hearing was again noticed on June 23, 2017, for a public hearing on July 17, 2017. No comments, written or oral, were received during the comment period nor the public hearing. The notice included information about the locations at which the consolidated plan would be available for review, and was published in *The Business Journal* in both English and Spanish.

Clovis was prepared to provide interpreters for non-English speaking citizens upon request. However, no requests were made. The first public input meeting was held during normal business hours. The second public input meeting and the public hearing were held during evening hours at convenient locations that accommodate persons with disabilities.

Citizens were encouraged to participate in two public input meetings held at the Clovis Planning and Development Services office, located in the heart of Clovis. Clovis staff was prepared to provide extensive information relative to the CDBG program, the preparation of the Consolidated Plan and Annual Action Plans, and the Citizen Participation process and its importance. Even though great effort on the part of the City went into their preparation, the public input meetings did not facilitate any comments.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non- targeted/broad community Residents of Public and Assisted Housing	No public attendance	No public comments	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non- targeted/broad community Residents of Public and Assisted Housing	No public attendance	No public comments	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non- targeted/broad community Residents of Public and Assisted Housing	No public attendance.	No public comments	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non- targeted/broad community Residents of Public and Assisted Housing	Published notice requesting comments during 30-day comment period.	No public comments.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non- targeted/broad community Residents of Public and Assisted Housing	Published notice requesting comments during 24-day comment period leading up to public hearing.	No public comments	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.220(c) (1, 2)

Introduction

The City anticipates that, over the five year period of the current Consolidated Plan, CDBG allocations totalling \$3,350,000 will be received. These funds will be used for activities such as housing, infrastructure, public facilities and services, and economic development. 100% of the CDBG funds used will benefit LMI persons.

Priority Table

Program	Source of		Exp	ected Amount	Available Year	1	Expected Amount Available Reminder of ConPlan \$	Narrative Description
	Funds		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	689,077	0	85,000	774,077	2,138,123	See introduction

Table 5 - Expected Resources - Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

There is no matching requirement for the use of CDBG funds. However, Clovis strives to leverage as many funding sources as possible when planning community and economic development activities. For example, in the previous funding year Clovis used remnant Redevelopment Agency funds, State HOME funds, and State CalHome funds for the purpose of expanding and preserving Clovis' affordable housing stock.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Clovis is spent approximately \$700,000 of remnant Redevelopment Agency Funds for the construction of an improved 10-lot subdivision that has been donated to the local Habitat for Humanity affiliate for construction of 10 affordable housing units. In addition, Clovis recently donated property with a value of approximately \$1,000,000 for the construction of a 48-unit senior assisted living facility, with 24 of the units being designated as affordable. During the 2017-18 program year, Clovis plans to donate three publicly-owned lots (purchased with RDA funds) in the Stanford Addition to the local Habitat for Humanity affiliate for construction of three affordable housing units.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable	2016	2020	Affordable Housing		Affordable	CDBG:	Homeowner Housing Rehabilitated: 55
	Housing					Housing	\$232,900	Household Housing Unit
2	Public Facilities	2016	2020	Non-Housing		Public Facilities	CDBG:	Public Facility or Infrastructure Activities
				Community			\$215,000	other than Low/Moderate Income
				Development				Housing Benefit: 32419 Persons Assisted
3	Code	2016	2020	Non-Housing		Code	CDBG:	Public Facility or Infrastructure Activities
	Enforcement			Community		Enforcement	\$103,362	other than Low/Moderate Income
				Development				Housing Benefit: 19255 Persons Assisted
4	Economic	2016	2020	Non-Housing		Economic	CDBG:	Businesses assisted: 8 Businesses
	Development			Community		Development	\$85,000	Assisted
				Development				

Table 6 - Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	Clovis will provide housing rehabilitation grants to LMI homeowners within the City of Clovis. The grants will pay for repairs related to health and safety deficiencies in the home.

2	Goal Name	Public Facilities						
	Goal Description	Clovis will make ADA improvements throughout the jurisdiction in the amount of \$100,000; and will reconstruct the alley at Helm and Ashlan Avenues in the amount of \$115,000.						
3	Goal Name	Code Enforcement						
	Goal Description	The City of Clovis will provide code enforcement services through area-based policing in Clovis' LMI census tracts.						
4	Goal Name	Economic Development						
	Goal Description	Through the use of a commercial kitchen, Clovis will utilize \$85,000 of their CDBG funds for the purpose of assisting LMI entrepreneurs in cultivating their businesses.						

Table 7 - Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

Goal #1 - Affordable Housing - 55 LMI households

Goal #2 - Public Facilities - 32,419 LMI persons

Goal #3 - Code Enforcement - 19,255 LMI persons

Goal #4 - Enconomic Development - 8 LMI persons

AP-35 Projects - 91.220(d)

Introduction

The goals described in the current Consolidated Plan represent high priority needs for the City of Clovis, and serve as the basis for the strategic actions the City will use to meet those needs. It is our goal that meeting these needs will expand and preserve the affordable housing stock in Clovis, as well as provide public facilities improvements and public services that will strengthen neighborhood revitalization. The City of Clovis implements all CDBG-funded activities in-house.

#	Project Name
1	Administration 2017-18
2	ADA Ramps - City-wide 2017-18
3	Area-Based Policing
4	Housing Rehabilitation 2017-18
5	Helm/Ashlan Alley Reconstruction
6	Micro-Enterprise Program

Table 8 - Project Information

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 - Project Summary

1	Project Name	Administration 2017-18
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$13,781,540
	Description	Administration costs for the 2017-18 CDBG program.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	n/a - Administration
	Location Description	n/a - Administration
	Planned Activities	Administration
	Project Name	ADA Ramps - City-wide 2017-18
	Target Area	
	Goals Supported	
	Needs Addressed	Public Facilities
	Funding	CDBG: \$100,000

Description	
Target Date	6/30/2018
Estimate the number and type of families that will benefit from the proposed activities	
Location Description	City-wide.
Planned Activities	Removal of architectural barriers for persons with a disability by installing ADA-compliant curb-cuts in sidewalks in Clovis.
Project Name	Area-Based Policing
Target Area	
Goals Supported	
Needs Addressed	Code Enforcement
Funding	CDBG: \$10,336,155
Description	Provide code enforcement in low-income census tracts in Clovis by utilizing Area-Based Policing services from Clovis PD.
Target Date	6/30/2018
Estimate the number and type of families that will benefit from the proposed activities	
Location Description	In LMI Census tracts in the City of Clovis.
Planned Activities	Provide code enforcement in Clovis' LMI census tracts by utilizing area-based policing by Clovis PD.
Project Name	Housing Rehabilitation 2017-18
Target Area	
Goals Supported	

Needs Addressed	Affordable Housing
Funding	CDBG: \$232,900
Description	Provide housing rehabilitation grants to low-income, owner-occupied households in Clovis.
Target Date	6/30/2018
Estimate the number and type of families that will benefit from the proposed activities	55 low-income, owner-occupied households will benefit from the activity.
Location Description	Specific locations are unknown at this time. All projects will be in the City of Clovis. The location of each project will be entered into IDIS once projects are approved and completed.
Planned Activities	Provide home rehabilitation grants to low-income, owner-occupied households in Clovis for the purpose of correcting health and safety deficiencies in the home.
Project Name	Helm/Ashlan Alley Reconstruction
Target Area	
Goals Supported	
Needs Addressed	Public Facilities
Funding	CDBG: \$115,000
Description	Reconstruction the alley located at Helm and Ashlan Avenue in Clovis.
Target Date	6/30/2018
Estimate the number and type of families that will benefit from the proposed activities	
Location Description	
Planned Activities	
Project Name	Micro-Enterprise Program

Target Area	
Goals Supported	
Needs Addressed	
Funding	CDBG: \$85,000
Description	Provide entrepreneurial opportunities to low-income persons by providing use of a culinary kitchen/business incubator.
Target Date	6/30/2018
Estimate the number and type of families that will benefit from the proposed activities	
Location Description	
Planned Activities	Micro-enterprise assistance will be provided to low-income entrepreneurs through utilization of a commercial kitchen/business incubator.

AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The assistance will be open to all LMI persons and census tracts within the City of Clovis.

Geographic Distribution

Target Area	Percentage of Funds

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

CDBG investments will be made in Census Tracts were at least 51% of the residents are low-to-moderate-income.

Discussion

A map that identifies the LMI Census Tracts in Clovis is attached.

Affordable Housing

AP-55 Affordable Housing - 91.220(g)

Introduction

Clovis intends to provide home repair grant assistance to approximately 55 LMI households for the purposes of correcting health and safety deficiencies within owner-occupied homes.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	55
Special-Needs	0
Total	55

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	55
Acquisition of Existing Units	0
Total	55

Table 12 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing - 91.220(h)

Introduction

There is currently no public housing located in the City of Clovis.

Actions planned during the next year to address the needs to public housing

There are no immediate plans for the development of public housing in Clovis.

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

The City of Clovis has a first-time homebuyer program, funding with State HOME funds, and advertises the program throughout the City.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Fresno Housing Authority is not considered troubled.

Discussion

Please see above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i) Introduction

The City of Clovis does not receive funding specifically to assist the homeless population. The City of Clovis is an active member of the Fresno Madera Continuum of Care (FMCoC), which is the organization that acts as the regional planning body to address homelessness in the region. This collaborative group addresses homeless issues including chronic homelessness, homelessness prevention, and discharge coordination policies on the region-wide basis of Fresno and Madera Counties, which includes the City of Clovis. Based upon the consultation process, the City has recognized a need for shelters for other atrisk populations such as youth and veterans, and will pursue projects to serve these populations. Clovis shares tax revenue with Fresno County that helps support programs such as the Marjaree Mason Center, which reports servicing over 300 battered women from the Clovis area per year. In addition, the tax revenue supports the EOC Sanctuary Youth Center that reports sheltering over 200 homeless youths ages 11-17 annually.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

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

The City of Clovis has no dedicated homeless shelters or services. However, the City is an active supporter of the MAP Point at POV, and those needing homeless services within Clovis are provided an opportunity to utilize the MAP services. Operated by The Poverello Housing (a homeless shelter), MAP (Multi-Agency Access Program) is an integrated intake process that connects individuals facing housing, substance abuse, physical health and/or mental health challenges to supportive services. MAP Point at POV is a physical intake location for the community homeless population.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Clovis recently amended its Development Code to allow emergency shelters and transitional housing, by-right, in all areas zoned as residential.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Clovis has no dedicated homeless shelters or services. However, the City is an active supporter of the MAP Point at POV, and those needing homeless services within Clovis are provided an opportunity to utilize the MAP services. Operated by The Poverello Housing (a homeless shelter), MAP (Multi-Agency Access Program) is an integrated intake process that connects individuals facing housing, substance abuse, physical health and/or mental health challenges to supportive services. MAP Point at POV is a physical intake location for the community homeless population.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Clovis does not have supportive housing for those described in this section. However, Clovis residents have access to many facilities within Fresno County. In the neighboring City of Fresno, there are 236 licensed community care facilities with a total of 4,386 supportive housing beds available for persons with health-related conditions, including:

- Adult Residential Facilities are facilities of any capacity that provide 24-hour non-medical care
 for adults ages 18-59, who are unable to provide for their own daily needs. Adults may be
 physically handicapped, developmentally disabled, and/or mentally disabled.
- Residential Care Facilities for the Elderly provide care, supervision and assistance with activities
 of daily living, such as bathing and grooming. They may also provide incidental medical services
 under special care plans. The facilities provide services to person 60 years of age and over, and
 persons under 60 with comparable needs. These facilities can also be known as assisted living
 facilities, nursing homes, and board and care homes.
- Social Rehabilitation Facilities are facilities that provide 24-hour non-medical care and supervision in a group setting to adults recovering from mental illnesses who temporarily need assistance.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Clovis faces barriers to affordable housing that are common across housing markets, including decreasing supply of developable land, which increases the cost of acquisition and development of the land. Another common barrier is negative reaction from neighbors regarding affordable housing development based upon a misconception that property values will decline and an increase in parking and traffic.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In its 2015-2023 Housing Element, Clovis identified several governmental constraints to the development, maintenance, and improvement of housing and affordable housing, as follows: Zoning Code Amendments, Lot Consolidation and Lot Splits, and Monitoring of Planning and Development Fees. Nongovernmental constraints were identified as follows: Land Costs, Construction Costs, and Availability of Financing.

AP-85 Other Actions - 91.220(k)

Introduction

The City of Clovis intends to accomplish its goals and projects by investing its CDBG funds in rehabilitation of affordable housing, and repairs to public facilities in low- to moderate-income census tracts in the City. 100% of the CDBG funds expended in this program year will benefit low- to moderate-income persons.

Actions planned to address obstacles to meeting underserved needs

Clovis will immediately begin the implementation of the projects described in this action plan. In addition, the City will continue to pursue additional Federal, State, and private funding, when available, to assist in meeting the underserved needs of Clovis residents.

Actions planned to foster and maintain affordable housing

Clovis, through the use of CDBG funds, will offer grants to low- to moderate-income owner-occupied households in need of repairs due to health and safety deficiencies.

Clovis will continue promote homeownership through its First-Time Homebuyer Program for low-to moderate-income households. This program is funded by State of California HOME funds. Homebuyers participating in the program can receive up to 50% of the total acquisition cost of a modest home located within the City of Clovis. The assistance is provided as a low-interest, deferred, 30-year loan.

Clovis will develop a city-owned parcel to accommodate the construction of 10 single-family homes. All site improvements and infrastructure are in place, the City has formally donated the property to Habitat for Humanity of Fresno. HFH will construct 10 homes for low-income partner families, six of which are currently in various states of construction. The City has recorded a deed restriction against the property, securing continued affordability for a minimum of 55 years.

Clovis owns three separate parcels of vacant land within the Stanford Addition. Each of the three properties can accommodate a single-family home. Clovis intends to donate the property to Habitat for Humanity of Fresno for the construction of three single-family homes for low-income partner families. The City will record a deed restriction against each parcel, securing continued affordability for a minimum of 55 years.

Clovis donated an approximately 5-acre, vacant parcel of land located at Southwest corner of Sierra

Avenue and Highway 168 to a non-profit affordable housing developer who is developing 48 units of

Annual Action Plan

32

senior assisted living. 24 of the units will be designated as affordable. The City has recorded a deed restriction against the property, securing continued affordability of the 24 units for a minimum of 55 years. Construction is currently underway, with completion and move-in scheduled for the fall of 2017.

Clovis has almost completed it's State-funded mobile home rehabilitation and replacement program. \$1,000,000 is being spent to replace or rehabilitate severely dilapidated, owner-occupied homes for low-income mobile home households. When the program is completed in September 2017, 16 mobile homes will have been replaced with new mobile homes, and 1 mobile home received substantial rehabilitation. Loans made to the homeowners for this assistance were provided as 0% interest, deferred/declining, with a term of 20 years.

Actions planned to reduce lead-based paint hazards

Clovis will work with the Fresno County Department of Public Health, Environmental Health Division, and Residential Housing and Lead Program when necessary. Through the County's programs to address Lead-Based Paint hazards, City staff will work with homeowners and landlords to abate LBP hazards in their housing units.

Actions planned to reduce the number of poverty-level families

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

Actions planned to develop institutional structure

City of Clovis staff responsible for the administration of the CDBG program will continue to access additional online, local and regional training to improve and enhance the City's knowledge of the CDBG regulations.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Clovis will continue to maintain memberships and participation in the FMCoC, and the San Joaquin Valley Housing Collaborative. In addition, the City will continue to work closely with Habitat for Humanity of Fresno County and other local affordable housing developers.

Annual Action Plan 2017

Program Specific Requirements

AP-90 Program Specific Requirements - 91.220(I)(1,2,4)

Introduction

Projects planned with CDBG funds available for the 2017-18 program year are identified in the project tables.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next	
program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to	
address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	C
4. The amount of any grant funds returned to the line of credit for which the planned use has not	
been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0
Other CDBG Requirements	
1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit	
persons of low and moderate income. Overall Benefit - A consecutive period of one,	
two or three years may be used to determine that a minimum overall benefit of 70%	
of CDBG funds is used to benefit persons of low and moderate income. Specify the	
years covered that include this Annual Action Plan.	00.00%

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF CLOVIS ADOPTING THE 2017-18 ANNUAL ACTION PLAN

WHEREAS, the City Council of the City of Clovis is a U. S. Department of Housing and Urban Development (HUD) entitlement city for the purpose of receiving Community Development Block Grant funds; and

WHEREAS, HUD requires the City of Clovis to adopt an Annual Action Plan to identify projects for the 2017-18 project year.

NOW, THEREFORE, BE IT RESOLVED that the Clovis City Council approves and adopts the 2017-2018 Annual Action Plan.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the 17th day of July, 2017, by the following vote, to wit:

Mayor	City Clerk
DATED. July 17, 2017	
DATED: July 17, 2017	
ABSTAIN:	
ABSENT:	
NOES:	
AYES:	

RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF CLOVIS AMENDING THE 2015-16 ANNUAL ACTION PLAN

WHEREAS, the City Council of the City of Clovis is a U. S. Department of Housing and Urban Development (HUD) entitlement city for the purpose of receiving Community Development Block Grant funds; and

WHEREAS, the City of Clovis adopted the 2015-16 Annual Action Plan on May 4, 2015; and

WHEREAS, one project approved as part of the 2015-16 Action Plan has not been completed; and

WHEREAS, HUD requires the City of Clovis to amend the 2015-16 Annual Action Plan to indicate cancellation of the project.

NOW, THEREFORE, BE IT RESOLVED that the Clovis City Council amends the 2015-16 Annual Action Plan for the cancellation of:

Micro Enterprise Program

\$85,000.00

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the 17th day of July, 2017, by the following vote, to wit:

Mayor	City Clerk
DATED: July 17, 2017	
ABSTAIN:	
ABSENT:	
NOES:	
AYES:	



AGENDA ITEM NO: City Manager: 1-C

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO:

Mayor and City Council

FROM:

Planning and Development Services

DATE:

July 17, 2017

SUBJECT:

Consider Introduction – Ord. 17-___, An Ordinance of the City Council of the City of Clovis amending section 8.12 of the Clovis Municipal Code

Pertaining to Designation of Flood Hazard Areas and Building Regulations Therein by making reference to the California Building

Code.

ATTACHMENT:

A)

Ordinance 17 -

CONFLICT OF INTEREST

None

RECOMMENDATION

Staff recommends that the City Council approve introduction of the Ordinance to include the provision of the California Building Code.

EXECUTIVE SUMMARY

The City of Clovis participates in the National Flood Insurance program as set forth by the Federal Emergency Management Agency and overseen at the state level by the California Department of Water Resources. The City of Clovis is required by these agencies to make reference to the California Building Code in our Floodplain ordinance.

There are no new substantive changes to the existing ordinance but the inclusion of the reference to the California Building Code and the California Residential Code.

BACKGROUND

In July 2016, PDS received a Community Assistance Visit from the California Department of Water resources concerning our Floodplain management processes. Subsequently, PDS is required to incorporate the reference to the current editions of the California Building Code in our Floodplain Ordinance. The draft ordinance has been reviewed by the Department of Water resources.

FISCAL IMPACT

None

REASON FOR RECOMMENDATION

The City is required to enforce all aspects of Flood Plain Management as directed by FEMA and DWR in order to be able to participate in the NFIP.

ACTIONS FOLLOWING APPROVAL

The Ordinance will return for a second reading and adoption during the August 7, 2017 Council meeting.

Prepared by:

Douglas Stawarski, Building Official

Submitted by:

Dwight Kroll
Director of Planning
and Development Services

ORDINANCE NO. 17-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING CHAPTER 8.12 OF TITLE 8 OF THE CLOVIS MUNICIPAL CODE PERTAINING TO FLOOD PLAIN MANAGEMENT REGULATIONS: (1) AMENDING THE ORDINANCE TO INCLUDE REFERENCES TO THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE; (2) ADDING DEFINITIONS TO THE MUNICIPAL CODE.

THE CITY COUNCIL OF THE CITY OF CLOVIS DOES ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT OF FLOODPLAIN MANAGEMENT REQUIRMENTS OF CHAPTER 8.12

Chapter 8.12, of Title 8 of the Clovis Municipal Code is amended to read as follows:

8.12.01 Statutory authorization, findings of fact, purpose and methods.

- (a) Statutory Authorization. The Legislature of the State of California has in Government Code Sections <u>65302</u>, <u>65560</u>, and <u>65800</u> conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Clovis does hereby adopt the following floodplain management regulations.
- (b) Findings of Fact.
 - (1) The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
 - (2) These flood losses are caused by uses that are inadequately elevated, floodproofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities also contributes to flood losses.
- (c) Statement of Purpose. It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by legally enforceable regulations applied uniformly throughout the community to all publicly and privately owned land within flood prone, mudslide or flood related erosion areas. These regulations are designed to:
 - Protect human life and health;

- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
- (6) Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- (7) Ensure that potential buyers are notified that property is in an area of special flood hazard; and
- (8) Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.
- (d) Methods of reducing flood losses. In order to accomplish its purposes, this chapter includes regulations to:
 - Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
 - (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
 - (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
 - (4) Control filling, grading, dredging, and other development which may increase flood damage; and
 - (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas. (§ 1, Ord. 00-29, eff. November 5, 2000; § 1, Ord. 09-18, eff. August 12, 2009)

8.12.02 Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

- (a) A Zone. See "Special flood hazard area."
- (b) "Accessory structure" means a structure that is either:
 - (1) Solely for the parking of no more than two (2) cars; or
 - (2) A small, low cost shed for limited storage, less than one hundred fifty (150) square feet and one thousand five hundred and no/100ths dollars (\$1,500.00) in value.
- (c) "Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.
- (d) "Alluvial fan" means a geomorphologic feature characterized by a cone or fan shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.
- (e) "Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.
- (f) "Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this chapter.
- (g) "Area of shallow flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three (3) feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
- (h) Area of Special Flood Hazard. See "Special flood hazard area."
- (i) "Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "one hundred (100) year flood"). "Base flood" is the term used throughout this chapter.
- (j) "Base flood elevation (BFE)" means the elevation of the base flood, including wave height, relative to the National Geodetic Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM).

- (k) "Basement" means any area of the building having its floor subgrade, i.e., below ground level, on all sides.
- (I) Building. See "Structure."
- (m) "California Building Code" means Part 2 of Title 24, also referred to as the California Building Standards Code. This part incorporates by adoption the 2012 International Building Code of the International Code Council with necessary California amendments. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation and energy conservation; safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to fire fighters and emergency responders during emergency operations. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures throughout the State of California.
- (n) "Design Flood" means the flood associated with the greater of the following two areas:
 - Area with a flood plain subject to a 1-percent or greater chance of flooding in any year; or
 - Area designated as a flood hazard area on a community's flood hazard map, or otherwise legally designated.
- (o) "Design Flood Elevation" means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where a depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet.
- (p) "Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- (q) "Dry Floodproofing" means a combination of design modifications that results in a building or structure, including the attendant utilities and equipment and sanitary facilities, being water tight with walls substantially impermeable to the passage of water and with structural components having the capacity to resist loads as identified in ASCE 7.

- (r) "Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.
- (s) "Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.
- (t) "Existing Structure" means an existing building or structure for which the start of construction commenced before the effective date of the community's first flood management code, ordinance or standard.
- (u) "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- (v) "Flood, flooding, or flood water" means:
 - (1) A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e., mudflows); and
 - (2) The condition resulting from flood related erosion.
- (w) "Flood Boundary and Floodway Map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.
- (x) "Flood Damage-Resistant Materials" means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.
- (y) "Flood Hazard Area" means the greater of the following two areas:
 - 1. The area within a flood plain subject to a 1-percent or greater chance of flooding in any year.
 - The area designated as a flood hazard area on a community's flood hazard map, or otherwise legally designated.

- (z) "Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency (FEMA) has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
- (aa) "Flood Insurance Study" means the official report provided by the Federal Emergency Management Agency (FEMA) that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.
- (bb) "Floodplain or flood-prone area" means any land area susceptible to being inundated by water from any source; see "Flooding."
- (cc) "Floodplain Administrator" is the community official designated by title to administer and enforce the floodplain management regulations.
- (dd) "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.
- (ee) "Floodplain management regulations" means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in flood prone areas. This term describes Federal, State or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.
- (ff) "Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. For guidelines on dry and wet floodproofing, see FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93.
- (gg) "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
- (hh) "Floodway fringe" is that area of the floodplain on either side of the regulatory floodway where encroachment may be permitted.
- (ii) "Fraud and victimization" as related to Section <u>8.12.06</u>, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the City will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty (50) to one hundred (100) years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a

whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

- (jj) "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.
- (kk) "Governing body" is the local governing unit, i.e., county or municipality, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.
- (II) "Hardship" as related to Section <u>8.12.06</u> means the exceptional hardship that would result from a failure to grant the requested variance. The City requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.
- (mm) "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- (nn) "Historic structure" means any structure that is:
 - (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - (3) Individually listed on a State inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
 - (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved State

program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

- (oo) "Levee" means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.
- (pp) "Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.
- (qq) "Lowest floor" means the lowest floor of the lowest enclosed area, including basement; see "Basement."
 - (1) An unfinished or flood-resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor, provided it conforms to applicable non-elevation design requirements, including, but not limited to:
 - i. The flood openings standard in Section 8.12.05(a)(3)(c);
 - ii. The anchoring standards in Section 8.12.05(a)(1);
 - iii. The construction materials and methods standards in Section 8.12.05(a)(2); and
 - iv. The standards for utilities in Section 8.12.05(b).
 - (2) For residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements; see "Basement" definition. This prohibition includes below-grade garages and storage areas.
- (rr) "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."
- (ss) "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.
- (tt) "Market value" is defined in the City substantial damage/improvement procedures. See Section 8.12.04(b)(2)(i).

- (uu) "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.
- (vv) "New construction," for floodplain management purposes, means structures for which the "start of construction" commenced on or after the effective date of floodplain management regulations adopted by the City, and includes any subsequent improvements to such structures.
- (ww) "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the City.
- (xx) "Obstruction" includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.
- (yy) "One-hundred-year flood" or "100-year flood"; see "Base flood."
- (zz) "Program deficiency" means a defect in a community's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations.
- (aaa) "Public safety and nuisance," as related to Section <u>8.12.06</u>, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.
- (bbb) "Recreational vehicle" means a vehicle which is:
 - Built on a single chassis;
 - 2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
 - 3. Designed to be self propelled or permanently towable by a light duty truck; and

- 4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- (ccc) "Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
- (ddd) "Remedy a violation" means to bring the structure or other development into compliance with State or local floodplain management regulations, or if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the chapter or otherwise deterring future similar violations, or reducing State or Federal financial exposure with regard to the structure or other development.
- (eee) "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.
- (fff) Sheet Flow Area. See "Area of shallow flooding."
- (ggg) "Special flood hazard area (SFHA)" means the land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A1-30, A99, AR, AO, or AH.
- (hhh) "Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- (iii) "Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

- (jjj) "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.
- (kkk) "Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
 - (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, of safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
 - (2) Any alteration of a historic structure; provided, that the alteration will not preclude the structure's continued designation as a historic structure.
- (III) "Variance" means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.
- (mmm) "Violation" means the failure of a structure or other development to be fully compliant with this chapter. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.
- (nnn) "Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.
- (ooo) "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur. (§ 2, Ord. 00-29, eff. November 5, 2000; § 1, Ord. 09-18, eff. August 12, 2009)

8.12.03 General provisions.

- (a) Lands to Which This Chapter Applies. This chapter shall apply to all areas of special flood hazards within the jurisdiction of the City.
- (b) Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the "Flood Insurance Study (FIS) for Fresno County, California, and Incorporated Areas" dated February 18, 2009, with

accompanying Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), dated February 18, 2009, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the City by the Floodplain Administrator. The study, FIRMs and FBFMs are on file at Clovis City Hall, Building Division, 1033 Fifth Street at Clovis, California 93612.

- (c) Compliance. All buildings, structures and portions of building and structures, including substantial improvements and restoration of substantial damage to buildings and structures shall hereafter be designed, constructed, located, extended, converted, or altered without full compliance with the terms of this chapter, and with the most recent version of the California Building Code, and the California Residential Code, and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards) shall constitute a misdemeanor. Nothing herein shall prevent the City from taking such lawful action as is necessary to prevent or remedy any violation.
- (d) Abrogation and Greater Restrictions. These regulations are not intended to repeal, abrogate, or impair any existing ordinances including but not limited to land development regulations, zoning ordinances, storm-water management regulations, or the California Building or Residential Code. These regulations shall not repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Where these regulations and another ordinance, resolution, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- (e) Interpretation. In the interpretation and application of this chapter, all provisions shall be:
 - (1) Considered as minimum requirements;
 - (2) Liberally construed in favor of the governing body; and
 - (3) Deemed neither to limit nor repeal any other powers granted under State statutes.
- (f) Warning and Disclaimer of Liability. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the City, any officer or employee thereof, the State of California, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(g) Severability. This chapter and the various parts thereof are hereby declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid. (§ 3, Ord. 00-29, eff. November 5, 2000; § 1, Ord. 09-18, eff. August 12, 2009)

8.12.04 Administration.

- (a) Designation of the Floodplain Administrator. The City Building Official is hereby appointed to administer, implement, and enforce this chapter by granting or denying development permits in accordance with its provisions.
- (b) Duties and Responsibilities of the Floodplain Administrator. The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:
 - (1) Permit review. Review all development permits to determine:
 - i. Permit requirements of this chapter have been satisfied, including determination of substantial improvement and substantial damage of existing structures;
 - ii. All other required State and Federal permits have been obtained;
 - iii. The site is reasonably safe from flooding;
 - iv. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. This means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within the City; and
 - v. All letters of map revision (LOMRs) for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.
 - Development of substantial improvement and substantial damage.
 - Using FEMA publication FEMA 213, "Answers to Questions About Substantially Damaged Buildings," develop detailed procedures for identifying

and administering requirements for substantial improvement and substantial damage, to include defining "market value."

- ii. Assure procedures are coordinated with other departments/divisions and implemented by community staff.
- (3) Review, use and development of other base flood data. When base flood elevation data has not been provided in accordance with Section <u>8.12.03(b)</u>, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal or State agency, or other source, in order to administer Section <u>8.12.05</u>.

NOTE: A base flood elevation may be obtained using one of two methods from the FEMA publication, FEMA 265, "Managing Floodplain Development in Approximate Zone A Areas – A Guide for Obtaining and Developing Base (100-year) Flood Elevations" dated July 1995.

- (4) Notification of other agencies.
 - i. Alteration or relocation of a watercourse:
 - Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
 - Submit evidence of such notification to the Federal Emergency Management Agency; and
 - c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.
 - ii. Base flood elevation changes due to physical alterations:
 - a. Within six (6) months of information becoming available or project completion, whichever comes first, the Floodplain Administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a letter of map revision (LOMR).
 - b. All LOMRs for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on conditional letters of map revision (CLOMRs). Approved CLOMRs allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

- iii. Changes in corporate boundaries:
 - a. Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.
- (5) Documentation of floodplain development. Obtain and maintain for public inspection and make available as needed the following:
 - i. Certification required by Sections <u>8.12.05(a)(3)(i)</u> and (d) (lowest floor elevations);
 - ii. Certification required by Section <u>8.12.05(a)(3)(ii)</u> (elevation or floodproofing of nonresidential structures);
 - iii. Certification required by Section <u>8.12.05(a)(3)(iii)</u> (wet floodproofing standard);
 - iv. Certification of elevation required by Section 8.12.05(c)(1)(iii) (subdivisions and other proposed development standards);
 - v. Certification required by Section 8.12.05(f)(1)(i) (floodway encroachments); and
 - vi. Maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.
- (6) Map determination. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in subsection (d) of this section.
- (7) Remedial action. Take action to remedy violations of this chapter as specified in Section 8.12.03(c).
- (8) Biennial report. Complete and submit biennial report to FEMA.

- (9) Planning. Assure community's General Plan is consistent with floodplain management objectives herein.
- (c) Development permit. A development permit shall be obtained before any construction or other development, including manufactured homes, within any area of special flood hazard established in Section 8.12.03(b). Application for a development permit shall be made on forms furnished by the City. The applicant shall provide the following minimum information:
 - (1) Plans in duplicate, drawn to scale, showing:
 - i. Location, dimensions, and elevation of the area in question, existing or proposed structures, storage of materials and equipment and their location;
 - ii. Proposed locations of water supply, sanitary sewer, and other utilities;
 - iii. Grading information showing existing and proposed contours, any proposed fill, and drainage facilities;
 - iv. Location of the regulatory floodway when applicable;
 - v. Base flood elevation information as specified in Sections 8.12.03(b) and subsection (b)(3) of this section;
 - vi. Proposed elevation in relation to mean sea level of the lowest floor (including basement) of all structures; and
 - vii. Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed, as required in Section 8.12.05(a)(3)(ii) and detailed in FEMA Technical Bulletin TB 3-93.
 - (2) Certification from a registered civil engineer or architect that the nonresidential floodproofed building meets the floodproofing criteria in Section 8.12.05(a)(3)(ii).
 - (3) For a crawl-space foundation, location and total net area of foundation openings as required in Section 8.12.05(a)(3)(iii) and detailed in FEMA Technical Bulletins 1-93 and 7-93.
 - (4) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
 - (5) All appropriate certifications listed in subsection (b)(5) of this section.

(d) Appeals. The Planning Commission of the City of Clovis shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this chapter. (§ 4, Ord. 00-29, eff. November 5, 2000; § 1, Ord. 09-18, eff. August 12, 2009)

8.12.05 Provisions for flood hazard reduction.

- (a) Standards of Construction. In all areas of special flood hazards all buildings, structures and portions of building and structures, including substantial improvements and restoration of substantial damage to buildings and structures, shall hereafter be designed, constructed, located, extended, converted, or altered with full compliance with the terms of this chapter, and the current edition of the California Building Code, the California Residential Code, and other applicable regulations, and the following standards are required;
 - (1) Anchoring. All new construction and substantial improvements of structures, including manufactured homes, shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - (2) Construction materials and methods. All new construction and substantial improvements of structures, including manufactured homes, shall be constructed:
 - With flood-resistant materials, and utility equipment resistant to flood damage for areas below the elevations specified in the California Building Code;
 - ii. Using methods and practices that minimize flood damage:
 - iii. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and
 - iv. Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.
 - (3) Elevation and floodproofing.
 - i. Residential construction. All new construction or substantial improvements of residential structures shall have the minimum elevation of lowest floor, including basement, built to the level specified by the California Residential Code or the California Building Code.

- ii. Nonresidential construction. All new construction or substantial improvements of nonresidential structures shall either be elevated to conform with subsection (a)(3)(i) of this section or:
 - a. Be floodproofed, together with attendant utility and sanitary facilities, below the elevation recommended under subsection (a)(3)(i) of this section, so that the structure is watertight with walls substantially impermeable to the passage of water;
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Be certified by a registered civil engineer or architect that the standards of subsections (a)(3)(ii)(a) and (b) of this section are satisfied. Such certification shall be provided to the Floodplain Administrator.
- iii. Flood openings. All new construction and substantial improvements of structures with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must meet the following minimum criteria:
 - a. For nonengineered openings:
 - 1. Have a minimum of two (2) openings on different sides having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - The bottom of all openings shall be no higher than one foot above grade;
 - Openings may be equipped with screens, louvers, valves or other coverings or devices; provided, that they permit the automatic entry and exit of floodwater; and
 - 4. Buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter; or
 - Be certified by a registered civil engineer or architect.
- iv. Manufactured homes. See subsection d of this section.

- v. Garages and low-cost accessory structures.
 - a. Attached garages.
 - 1. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry of flood waters. See subsection (a)(3)(iii) of this section. Areas of the garage below the elevations specified in the California Building and Residential Code must be constructed with flood-resistant materials. See subsection (a)(2) of this section.
 - 2. A garage attached to a nonresidential structure must meet the above requirements or be dry floodproofed. For guidance on belowgrade parking areas, see FEMA Technical Bulletin TB-6.
 - b. Detached garages and accessory structures.
 - 1. "Accessory structures" used solely for parking (two (2) car detached garages or smaller) or limited storage (small, low-cost sheds), as defined in Section 8.12.02, may be constructed such that its floor is below the elevations specified in the California Building and Residential Code provided the structure is designed and constructed in accordance with the following requirements:
 - i. Use of the accessory structure must be limited to parking or limited storage;
 - ii. The portions of the accessory structure located below the elevations specified in the California Building and Residential Code must be built using flood-resistant materials
 - iii. The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;
 - iv. Any mechanical and utility equipment in the accessory structure must be elevated or floodproofed to or above the elevations specified in the California Building and Residential Code.
 - v. The accessory structure must comply with floodplain encroachment provisions in subsection f of this section; and
 - vi. The accessory structure must be designed to allow for the automatic entry of flood waters in accordance with subsection (a)(3)(iii) of this section.

- Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in subsection a of this section.
- (b) Standards for Utilities.
 - (1) All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:
 - i. Infiltration of flood waters into the systems; and
 - ii. Discharge from the systems into flood waters.
 - (2) On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.
- (c) Standards for Subdivisions and Other Proposed Development.
 - (1) All new subdivisions proposals and other proposed development, including proposals for manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is the lesser, shall:
 - Identify the special flood hazard areas (SFHA) and base flood elevations (BFE).
 - ii. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.
 - iii. If the site is filled above the base flood elevation, it must conform to the requirements of the California building code and/or the California Residential Code. The following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a letter of map revision based on fill (LOMR-F) to the Floodplain Administrator:
 - Lowest floor elevation.
 - b. Pad elevation.
 - c. Lowest adjacent grade.
 - (2) All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.

- (3) All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- (4) All subdivisions and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.
- (d) Standards for Manufactured Homes.
 - (1) All manufactured homes that are placed or substantially improved, on sites located: (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to an existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall:
 - i. Within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to the elevations specified in the California Building and Residential Code and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - (2) All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map that are not subject to the provisions of subsection (d)(1) of this section will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either the:
 - Lowest floor of the manufactured home is at the elevation specified in the California Building and Residential Code or
 - ii. Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches (36") in height above grade.

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

- (e) Standards for Recreational Vehicles.
 - (1) All recreational vehicles placed in Zones A1-30, AH, and AE will either:
 - i. Be on the site for fewer than one hundred eighty (180) consecutive days;
 or
 - ii. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 - iii. Meet the permit requirements of Section 8.12.04(c) and the elevation and anchoring requirements for manufactured homes in subsection (d)(1) of this section.

(f) Floodways.

- (1) Since floodways are an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:
 - i. Until a regulatory floodway is adopted, no new construction, substantial development, or other development (including fill) shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than one foot at any point within the City.
 - ii. Within an adopted regulatory floodway, the City shall prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered civil engineer is provided demonstrating that the proposed encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
 - iii. If subsections (f)(1)(i) and (ii) of this section are satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of this section. (§ 5, Ord. 00-29, eff. November 5, 2000; § 1, Ord. 09-18, eff. August 12, 2009)

8.12.06 Variance procedures.

(a) Nature of Variances. The issuance of a variance is for floodplain management purposes only. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by the granting of a variance.

The variance criteria set forth in this section of the chapter are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the City to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood chapter are quite rare. The long term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this chapter are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

(b) Conditions for Variances.

- (1) Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the elevations specified in the California Building and Residential Code providing that the procedures of Sections <u>8.12.04</u> and <u>8.12.05</u> have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- (2) Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in Section <u>8.12.02</u>) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (3) Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.
- (4) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the

requirements of this chapter. For example, in the case of variances to an elevation requirement, this means the City need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the City believes will both provide relief and preserve the integrity of the local ordinance.

- (5) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:
 - i. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five and no/100ths dollars (\$25.00) for one hundred and no/100ths dollars (\$100.00) of insurance coverage, and
 - ii. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Fresno County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.
- (6) The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

(c) Appeal Board.

- (1) In passing upon requests for variances, the City shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and the:
 - i. Danger that materials may be swept onto other lands to the injury of others:
 - ii. Danger of life and property due to flooding or erosion damage;
 - iii. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
 - iv. Importance of the services provided by the proposed facility to the community;
 - v. Necessity to the facility of a waterfront location, where applicable;

- vi. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- vii. Compatibility of the proposed use with existing and anticipated development;
- viii. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- ix. Safety of access to the property in time of flood for ordinary and emergency vehicles;
- x. Expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
- xi. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.
- (2) Variances shall only be issued upon a:
 - i. Showing of good and sufficient cause;
 - ii. Determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - iii. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create a nuisance (see "Public safety and nuisance"), cause fraud and victimization of the public, or conflict with existing local laws or ordinances.
- (3) Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use; provided, that the provisions of subsections (c)(1) through (4) of this section are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.
- (4) Upon consideration of the factors of subsection (b)(1) of this section and the purposes of this chapter, the City may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter. (§ 6, Ord. 00-29, eff. November 5, 2000; § 1, Ord. 09-18, eff. August 12, 2009)

8.12.07 Severability.

This chapter and the various parts thereof are declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole or any portion thereof, other than the section so declared to be unconstitutional or invalid. (§ 1, Ord. 09-18, eff. August 12, 2009)

SECTION 2: EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption. Within fifteen (15) days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Clovis held on the 17 day of July 2017 and passed and adopted at a regular meeting of the City Council held on the xx day of XXXX, 2017 by the following vote:

AYES:			
NOES: ABSTAIN:			
ABSENT:			
The foregoing ordinance is hereby approved the	hisday of	2017	L
A	ATTEST:		
Mayor	City Clerk		

AGENDA ITEM NO: 1-D



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 17, 2017

SUBJECT: Receive and File - Review Functions of the General Services

Department.

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

Subject 7/11/2017 8:41:52 AM Page 1 of 1



AGENDA ITEM NO: 1-E

City Manager: >

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO:

Mayor and City Council

FROM:

General Services Department

DATE:

July 17, 2017

SUBJECT: Consider Approval - Res. 17-___, Amending the City's Master Administrative Fee

Schedule Pertaining to Senior Center and Recreation Fees

ATTACHMENTS:

(A) Resolution 17-

Exhibit A - City of Clovis Master Administrative Fee Schedule (B) Including Proposed Revisions

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve a resolution amending the City's Master Administrative Fee Schedule pertaining to Senior Center and Recreation Fees.

EXECUTIVE SUMMARY

In order to provide programs, activities, and facilities for senior services and recreation, a portion of the operating and staff costs needs to be recuperated through user fees. The proposed revisions to the Master Fee Schedule allow for moderate increases to current user fees and reduce the trend of annual increases in the percentage of general fund support.

BACKGROUND

The senior center and recreation sections are seeking to maintain program levels while controlling ever-increasing costs. Costs to maintain and operate both facilities have risen since the last fee increase in 2012. A portion of the operational costs for the senior center and recreation is supported by the general fund. To reduce reliance on the general fund, a minor fee increase in senior center and recreation fees is recommended.

Senior Center Fees:

In FY 11-12, the general fund contribution to the senior center budget was 45.4%. That number has steadily increased and in FY 15-16 it was 55.7%, and is projected to close out at 57.8% for FY 16-17. The rising costs of labor and operations have been absorbed by an increase in general fund support. Increased user fees are needed to reduce general fund support for senior programs.

To determine fee increases, staff analyzed the cost of the activity, including staff costs, materials, set-up, etc. Class fees generally cover only the cost of the class itself. In order to make the classes affordable for our seniors, the facility costs are not included in program fees.

The following are the recommended fee changes for senior services:

- Banquet Hall Rental: The center rents the facility as a revenue source. The fee increase
 is comparable with similar facilities in the area. Rental of the main hall is proposed to
 increase but the classroom and exercise room are unchanged.
- Drop-in fees for senior center classes range from \$2 to \$10 per class. These fees are for one time classes such as exercise class, card games, crafts, etc. The fees help cover the cost of the facility itself and an instructor if one is included.
- Class Registration fees are for monthly or 8-week session classes such as line dancing, art classes, book club or pool tables. The fee varies per activity, supplies needed, instructor costs, etc. The ceramic firing fee offsets the cost of firing ceramic pieces in the kilns.
- There is no change to senior trip and tours administration fee. Lifeline service is no longer offered so those fees are deleted.
- Charges for notary public services increased to \$10 for age 50+ and \$15 for underage 50.
- Event table sponsorship increased to \$100-\$250.

Senior Center	Current	Proposed
Banquet Hall Rental	\$700/5 hrs., \$75 each add'l hour	\$900/5 hrs., \$100 each add'l hour
Banquet Hall Rental (non-profit)	\$75/hour	\$100/hour
Classroom/Exercise Room	\$375/5 hrs., \$50 each add'l hour	No change
Classroom/Exercise Room (non-profit)	\$50/hour	No change
Senior Center Activities (drop in)	\$1-\$5 per day per activity	\$2-\$10 per day per activity
Senior Center Class Registration	Free - \$35 per 8 week session	Free - \$60 per monthly or 8 week session
Ceramic Firing Fee	\$15/month	\$20/month
Senior Trips & Tours	\$5 admin fee + trip/tour cost	No change
Lifeline Service - City Owned	\$30 per month	Delete - program not active
Lifeline Service - Leased	\$35 per month	Delete - program not active
Notary Public	\$5	50 yrs. + \$10, younger than 50 yrs. \$15
Event Table Sponsorship (Vendors)	\$75-\$150	\$100-\$250

Recreation Fees:

The general fund amount of the recreation budget in FY 11-12 was 51.8% of the total budget. In FY 15-16 it increased to 62.6% and is projected to close out at 63.2% for FY 16-17. The annual increase in labor and operational costs has been absorbed by an increase in general fund support.

Recreation staff is comprised of a Recreation Supervisor, one Recreation Specialist, and one full-time Recreation Leader. The remaining staff is part-time recreation leaders, mostly college students. Increases in the state minimum wage have increased costs to the City. Fee increases are necessary to reasonably offset the costs of programs.

Recreation program fees vary depending upon the activity and the amenities provided such as team photo, shirts, balls, tournaments, trophies, etc. These items are considered when calculating the cost of a program, activity, or league. In order to make the classes affordable to the community, not all are included in program fees.

Recreation Facility Reservations occur when groups wish to reserve a portion of the building exclusively for their purposes. City of Clovis Recreation programs are not cancelled for these reservations but rental times are available when regular programs are not occurring. These rentals provide additional revenue to help offset the cost of programs offered.

- Batting Range Fees: increases to help with staff costs and facility maintenance.
- Youth and adult program fees include youth start smart sports, tiny tumblers, soccer skills and drills program, and adult drop-in sports such as basketball, volleyball, ping-pong, soccer and pickleball.
- Youth leagues and tournaments include basketball, volleyball, soccer, and may expand to other sports in the future.

Recreation	Current	Proposed
Batting Range Fees	\$1.50-\$2.50/20 pitches (\$2/25)	\$2-\$3 for 25 pitches
Youth Program Fees	Free - \$85	Free - \$90
Youth Leagues & Tournaments	\$85-\$125	\$85-\$150
Adult Program Fees	\$1.00-\$125	\$5-\$150
Adult Leagues & Tournaments	\$50-\$500	No change
Special Events & Camps	Free - \$250	No change
Rec Facility Reservations (north)	\$40-\$90 (\$40/1 side, \$70 both sides)	\$50-\$100 (\$50/1 side, \$90 both sides)
Rec Facility Reservations (south)	\$40-\$90 (\$40/1 side, \$70 both sides)	\$50-\$100 (\$50/1 side, \$90 both sides)
Sponsorship Banners	\$150-\$2,000	No change

FISCAL IMPACT

Increased revenue will help reduce the general fund support for programs while still providing affordable programs to the community. The increases are expected to reduce the general fund support to less than 50% of the overall budget for each senior services and recreation.

City Council Report Amend Senior Center and Recreation Fees July 17, 2017

REASON FOR RECOMMENDATION

In order to continue to provide programs to the community, increased user fees are needed to supplement the general fund allocation.

ACTIONS FOLLOWING APPROVAL

The City's Master Fee Schedule will be revised to include the proposed fees effective August 21, 2017. Revised fliers and website information will be updated accordingly.

Prepared by: Shonna Halterman, General Services Director

Submitted by: Shonna Halterman, General Services Director

RESOLUTION 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING CHANGES TO THE MASTER ADMINISTRATIVE FEE SCHEDULE

WHEREAS, it is necessary to establish fee schedules to appropriately fund programs and services provided in the Senior Center and Recreation Sections of the Community Services Division in the General Services Department; and,

WHEREAS, it has been determined that it is appropriate to create or adjust the fees for senior and recreation programs, activities, facility rentals, and batting cage fees; and,

WHEREAS, fees and fee adjustments are required to provide programs, services, and facilities to the community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clovis does hereby authorize changes to the Master Administrative Fee Schedule as it relates to the General Services Department as described in the attached Exhibit "A".

The foregoing resolution was approved at the regularly scheduled meeting of the Clovis City Council on the 17th day of July 2017, by the following vote to wit:

Mayor	City Clerk
Dated: July 17, 2017	
ABSTAIN:	
ABSENT:	
NOES:	
AYES:	

MASTER ADMINISTRATIVE FEE SCHEDULE Effective Date: August 21, 2017

Description Fee		
Standard Photocopying for Black and White (per page - s	standard 8 ½ x 11)	\$.10
Standard Photocopying for Color (per page-standard 8 1/2		
Blue Line Map		
24 x 36		4.00
30 x 48		5.00
Each successive sheet		2.50
Map of Developable Areas		30.00
Standard Specifications (per set)		
Research Fee (1/2 hr. minimum)		45.00/hr.
Facility Use Permit		(minimum) \$100.00
Lobbyist Registration (annual)		25.00
Amendment to Lobbyist Registration		10.00
Annual Financial Report		20.00
Annual Budget		20.00
Copy of Clovis Municipal Code (full copy)		
Copy of Clovis Municipal Code Supplements		20.00
Video Tape Copy		25.00
Reproduction of Photographs		40.00
Administrative Charge pertaining to Administrative Citat	ions	50.00
Park Facility Reservation Fees	Half day rate	Full day rate
Picnic sites with 4 or fewer tables:	\$41.00	\$82.00
Picnic sites with 5 or more tables:	\$53.00	\$106.00
Hydrant Water - Metered		
First 30 days, plus 5,000 gallons		20.00
Per 1,000 gallons over 5,000 gallons		
Late Return Charge - Per day		
Lost or stolen meter		
Lost of stolell meter		
General Services Department		
Community Services Division		
Transit Section		
Stageline Service:		
General Public (age 6-64) (per one-way trip)		\$1.25
Seniors age 65 and over with I.D. (per one-way t		
Persons with disability with proof of disability (p		
Attendant to assist a person with a disability (one		
Children under age 6 with fare paying adult (up t		
10-ride pass		
Stageline/FAX Metro Pass – Valid 31-days from		
•	Tirst use	540.00
Roundup Service (Disabled residents of Clovis):		\$25.00
\$27.50 value smart card		\$25.00
Trolley Fee Schedule:		105.00
Non Holiday Hourly Rate (minimum of two hou		
Holiday Hourly Rate (all holidays recognized by		
Reduced hourly rate after four hours at full rate		\$75.00

	ours at full rate\$5 acident basis
ap or any overly made spints on a por in	redefit basis
Senior Services Section	
	\$900.00 for first 5 hours; \$100.00 each additional
Banquet Hall Rental (non-profit rate)	\$100.00 per
Classroom Rental	\$375.00 for first 5 hours; \$50.00 each additional
Classroom Rental (non-profit rate)	\$50.00 per
Senior Center Classes	\$2.00 to \$10.00 per day per ac
	Free to \$60.00 per monthly or 8-week se
Ceramic Firing Fee	\$20.00 per n
Ceramic Firing Fee (two or more classes)	\$20.00 per n
	\$5.00 administrative fee plus actual activity
Lifeline Service (City owned units)	\$30.00 per n
Lifeline Service (leased units)	\$35.00 per n
Notary Public Service	For age 50+, \$10.00; Younger than age 50, \$
Event Table Sponsorship	\$100.00 to \$25
Recreation Section	
	2.00-\$3.00 for 25 pitches, exclusive of special promo
	Fee Range: Free to \$90.00 per pro
	Fee Range: \$85.00 to \$15
	Fee Range: \$5.00 to \$150.00 per pro
	Fee Range: \$50.00 to \$50.0
Special Events and Camps	Fee Range: Free to \$250.00 per event/
	f building)Fee Range: \$50.00 to \$10
	f building) Fee Range: \$50.00 to \$10
	\$150.00 to \$2,00
Softball/baseball/soccer field at Bicentennial Park	Ω1 1 D 11
Softball/baseball/soccer field at Dicellerinial Lark	· Clovic Recident \$75 M per hour per
Softball/baseball/soccer field at Bicentennial Park	:: Non-Clovis Resident \$35.00 per hour per
Softball/baseball/soccer field at Bicentennial Park Field lighting	:: Non-Clovis Resident
Softball/baseball/soccer field at Bicentennial Park Field lighting	:: Non-Clovis Resident
Softball/baseball/soccer field at Bicentennial Park Field lightingSnack bar rental (in conjunction with other park fa	:: Non-Clovis Resident
Softball/baseball/soccer field at Bicentennial Park Field lighting	:: Non-Clovis Resident
Softball/baseball/soccer field at Bicentennial Park Field lighting	:: Non-Clovis Resident
Softball/baseball/soccer field at Bicentennial Park Field lighting	:: Non-Clovis Resident
Softball/baseball/soccer field at Bicentennial Park Field lighting	:: Non-Clovis Resident\$35.00 per hour per
Softball/baseball/soccer field at Bicentennial Park Field lighting	:: Non-Clovis Resident
Softball/baseball/soccer field at Bicentennial Park Field lighting	(: Non-Clovis Resident
Softball/baseball/soccer field at Bicentennial Park Field lighting	(: Non-Clovis Resident
Softball/baseball/soccer field at Bicentennial Park Field lighting	(: Non-Clovis Resident
Softball/baseball/soccer field at Bicentennial Park Field lighting	(: Non-Clovis Resident
Softball/baseball/soccer field at Bicentennial Park Field lighting	**Signature**: Non-Clovis Resident
Softball/baseball/soccer field at Bicentennial Park Field lighting	\$1,000.00 per acility rental) \$1,000.00 per \$500.00 per \$250.00 per \$250.00 per acility serial \$1,25.00 per acility serial \$1,000.00 per \$250.00 per \$250.00 per \$250.00 per acility serial \$250.00 per acility s
Softball/baseball/soccer field at Bicentennial Park Field lighting	\$1,000.00 per acility rental) \$1,000.00 per \$500.00 per \$250.00 per \$250.00 per acility serial \$1,25.00 per acility serial \$1,000.00 per \$250.00 per \$250.00 per \$250.00 per acility serial \$250.00 per acility s
Softball/baseball/soccer field at Bicentennial Park Field lighting	\$1,000.00 per agriculture (\$250.00 per agriculture (\$60.00 per agriculture
Softball/baseball/soccer field at Bicentennial Park Field lighting	\$1,000.00 per as \$250.00 per as \$125.00 per as \$125.00 per as \$125.00 per as \$100.00 per \$100.00 per \$100.00 per \$100.00 per \$
Softball/baseball/soccer field at Bicentennial Park Field lighting	\$1,000.00 per ages sonly), per card \$35.00 per hour per \$15.00 per hour per \$15.00 per ages \$35.00 per hour per \$15.00 per \$1,000.00 per \$500.00 per \$250.00 per \$250.00 per ages \$250.00 per ages \$35.00 per
Softball/baseball/soccer field at Bicentennial Park Field lighting	\$15.00 per hour per \$15.00 per hour per \$15.00 per accility rental) \$1,000.00 per \$500.00 per \$250.00 per \$250.00 per \$250.00 per accility \$1,25.00 per accility \$1,000.00 per accility
Softball/baseball/soccer field at Bicentennial Park Field lighting	\$1,000.00 per ages sonly), per card \$35.00 per hour per \$15.00 per hour per \$15.00 per ages \$35.00 per hour per \$15.00 per \$1,000.00 per \$500.00 per \$250.00 per \$250.00 per ages \$250.00 per ages \$35.00 per

Audio Dispatch Recording (with case # and time of call)	39.00
Audio/ Video Dispatch Recording (with name only) single camera view and time increment	
Audio/ Video Dispatch Recording (involving staff time up to 1.5 hrs)	
Audio or Video Dispatch Recording (involving staff time of 1.5 hrs+)	
Card Room Permit (includes fingerprinting)	
Card Room Permit Renewal (includes fingerprinting)	
Production of Records - Video Tapes, CD's, DVD's	
Reproduction of Photographs (Digital)	
Reproduction of Photographs (35 mm)	
Report - Discovery (Reports or Audio or Video)	
Second Hand Dealer License	
Vehicle Impound Release	
Per Tow Administration Fee	
Gun Storage - Clovis Resident \$55.00 First Gun \$35 Each Additional Gun	
Gun Storage - Non-Clovis Resident \$75.00 First Gun \$35 Each Additional Gun	
Massage Therapist Permit Application Fee	
Shopping Cart Pick Up Fee	
Shopping Cart Daily Storage Fee	
False Alarms:	
State on State to the State of	No Channa
False Alarms, first 2 alarms	
False Alarms, 3 – 5 alarms.	
False Alarms, 6 or more	250.00 each
Animal Services Fees	
Dog License (Unaltered)	
One year	25.00
2 years	50.00
3 years	75.00
Replacement Tag	1.00
Dog and Vietnamese pot bellied pig License	
(Spayed or neutered or owned by Senior Citizen)	
One year	5.00
2 years	
3 years	

Additional Animal Fees (see Table 1 below)

	IMPOUND FI	EES	
Туре	1st Time	2 nd Time	3 rd & Subsequent
Altered dog with license	Free*	\$35.00*	\$65.00*
Unaltered dog with license	Free* & \$35 State	\$60.00* & \$50 State	\$85.00* & \$100 State
Altered dog - no license	\$35.00*	\$60.00*	\$85.00*
Unaltered dog - no license	\$35.00* & \$35 State	\$60.00* & \$50 State	\$85.00* & \$100 State
Altered Cat	Free *	\$30.00*	\$30*
Unaltered Cat	Free* & \$35 State	\$25.00 * & \$50 State	\$35.00 * & \$100 State
Other animals	Free*	\$30.00*	\$55.00*
Animal returned to owner by Field Officer	\$65.00*	65.00*	65.00*

OTHER ANIMAL SHELTER F	EES
Cat trap	\$60.00 deposit
Skunk trap	\$100.00 deposit
Large Animal Trap Deposit	\$100.00
Owner surrendered altered dog	\$20.00
Owner surrendered unaltered dog	\$ 30.00
Owner surrendered altered cat	\$15.00
Owner surrendered unaltered cat	\$20.00
Owner surrendered litter	\$25.00
Owner surrendered Pocket Pets (hamster, mice	\$5.00
guinea pig, etc.)	
Dog/cat euthanasia	\$100.00
Dead animal disposal (under 10 pounds)	\$10.00
Dead animal disposal (over 10 pounds)	\$20.00
Pick-up fee (surrender fee separate)	\$65.00
Dog Adoption	\$150.00
Transfer Dog License	\$5.00
Dog License Late Fee	\$10.00
Cat Adoption	\$75.00
Quarantined Animals – Daily board	\$25.00
After Hour Service	\$50.00
Dangerous and Vicious Animal Registration	\$100.00
Spay and Neuter Deposit	\$100.00
Obedience Training Deposit	\$100.00

Fire Department Fees

Front Counter Fees	Office Use	Rate
Incident Report	61000-46310	\$0
Records & Fee For Copies (20 pages - ¢5 per copy after)	61000-46310	\$0
Photographs/ Electronic Format / CD	61000-46310	\$0
WAV (Western Audio Format) File on CD	61000-43610	\$0
Fireworks Booth	62000-46001	\$300
Fire Investigation Report and Photos	62000-46310	\$159

Construction Permits	Office Use	Rate
Underground	62000-46001	\$372
Overhead (Up to 20 heads)	62000-46001	\$163
Overhead (21 – 50 heads)	62000-46001	\$297
Overhead (each additional 50 heads after 51+)	62000-46001	\$224
Fire Pump	62000-46001	\$290
Fire Standpipes (per standpipe)	62000-46001	\$114
Fire Alarm (Base Fee)	62000-46001	\$325
Fire Alarm (Per 25 Devices)	62000-46001	\$7
Fire Sprinkler System Alarms	62000-46001	\$163
5yr Sprinkler System Certification (Compliant)	62000-46001	\$0
5yr Sprinkler System Certification (non-Compliant)	62000-46001	\$363

Fire Suppression Hood System	62000-46001	\$363
LP Gas	62000-46001	\$172
Above Ground Tank Installation	62000-46001	\$297
Plan Review Re-submittal (Ea. Additional 1/2 hour)	62000-46001	\$66
Re-Inspection Fee (Ea. Additional 1/2 hour)	62000-46001	\$99
Expedited Plan Review	62000-46001	\$132
Investigation Fee for Work Started Without Permits is the Total Cost of the Construction Permit Fee Doubled.	62000-46001	\$661

Annual Occupancy Fire and Life Safety Inspections (3 rd Visit Non-Compliant)	Office Use	Rate
Annual Inspection - (Occupancy type: B, F, M, S) Factory/Industrial, Retail, Business/Office, except for combustible dust producing operations and repair garages.		
Up to 5,000 sq. ft.	62000-46001	\$161
5,001 - 40,000 sq. ft.	62000-46001	\$149
40,001 sq. ft. and Above	62000-46001	\$287

Annual Occupancy Fire and Life Safety Inspections (3 rd Visit Non-Compliant; Schools 1 st Visit)	Office Use	Rate
Annual Inspection - (Occupancy type: A, E) (Excludes R-1 apartments, hotels/motels), Assembly (Theatre, Churches, Auditorium, Restaurant), Education (any school), Excessive Hazardous Material - Welding, Open - flame, High Hazard Storage:		
Up to 5,000 sq. ft.	62000-46001	\$113
5,001 - 20,000 sq. ft.	62000-46001	\$218
20,001 sq. ft. and Above	62000-46001	\$357

Annual Occupancy Fire and Life Safety Inspections (3 rd Visit Non-Compliant)	Office Use	Rate
Annual Inspection - (Occupancy type: H) Excessive Hazardous Material - Welding, Open - flame, High Hazard Storage:		
Up to 5,000 sq. ft.	62000-46001	\$297
5,001+.	62000-46001	\$694

Annual Occupancy Fire and Life Safety Inspections (Hospitals and Fire Clearances 1st Visit)	Office Use	Rate
Annual Inspection - (Occupancy type: I)* Hospitals, nursing homes with medical care, prisons and mental facilities:		
Hospitals	62000-46001	\$3,998
Other I Occupancies	62000-46001	\$430
Fire Clearances	62000-46001	\$231

Annual Occupancy Fire and Life Safety Inspections (3 rd Visit Non-Compliant)	Office Use	New Rate
Annual Inspection / each per year - Occupancy type R-1 (Hotels/Motels)		
3 – 19 units	62000-46001	\$89

City Council Report Amend Senior Center and Recreation Fees July 17, 2017

20 – 49 units	62000-46001	\$129
50 + units	62000-46001	\$169

Annual Occupancy Fire and Life Safety Inspections (3 rd Visit Non-Compliant)	Office Use	Rate
Annual Inspection / each per year - Occupancy type R-2 (Apartments)		
3 – 19 units	62000-46001	\$69
20 – 49 units	62000-46001	\$109
50 + units	62000-46001	\$129

Residential Care Facilities Pre-Inspection	Office Use	Rate
6 or fewer clients	62000-46001	\$109
7 or more clients	62000-46001	\$208

Fire Suppression Hood System - Existing	Office Use	Rate
Compliant	62000-46001	\$0
Non-Compliant (2 nd visit)	62000-46001	\$69

Operational Permits (1-Day Event)	Office Use	Rate
Base Fee for 1/2 hour Plan Review and One (1) Inspection	62000-46001	\$114
Each Additional Plan Review Per 1/2 hour	62000-46001	\$57
Each Additional Inspection Per 1/2 hour	62000-46001	\$57

False Alarm Response	Office Use	Hourly Rate
Prevention (1 unit)	62000-46001	\$165
Suppression (1 BC unit)	62000-46001	\$316

Fireworks Standby / Special Events Code Enforcement	Office Use	Hourly Rate
Prevention Staff (1 unit)	62000-46001	\$91

Plan Review	Office Use	Rate
Plan Review per ½ hours (1/2 hour minimum)	62000-46001	\$66
Inspection	62000-46001	\$66

Miscellaneous Fees	Office Use	Rate
Emergency Response – Admin (plus equipment)	62000-46001	\$45
HazMat Response - Admin (plus equipment)	62000-46001	\$45
Electronic Gate	62000-46001	\$109
Firefighter Standby Fee	62000-46001	\$586



AGENDA ITEM NO: City Manager:

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO:

Mayor and City Council

FROM:

Fire Department

DATE:

July 17, 2017

SUBJECT: Consider Approval – Res. 17-__; Amending the City's Master Administrative

Fee Schedule for The Clovis Fire Department Operations, Enforcement and

Inspection Activities

ATTACHMENTS: (A)

The Clovis Fire Department Master Fee Schedule

Resolution (B)

CONFLICT OF INTEREST

None

RECOMMENDATION

Approval – Res. 17- ; Amending the City's Master Administrative Fee Schedule for The Clovis Fire Department Operations, Enforcement and Inspection Activities.

EXECUTIVE SUMMARY

The current administrative fee schedule for various operational, enforcement and inspection activities was last updated in 2016. Since that time, increases in labor costs, changes to the California Fire Code, and in local enforcement have occurred. In addition, the previous update only accounted for a portion of the actual costs for a number of activities, particularly for those occupancies that achieve compliance versus those that continually draw resources away due to negligence. Using the original fee schedule developed and validated through the services of a third party consultant, staff is recommending a fee structure that improves cost recovery and achieves compliance.

BACKGROUND

Over the past year, changes in the California Fire Code, local enforcement efforts and associated personnel costs have occurred. Furthermore, as adopted in 2016, many fees were increased at one-third of the actual cost to lessen the fiscal impact within a single year and allow businesses the opportunity to plan accordingly. It is important to note that the original consultant analysis was conducted using a complete, fully-burdened rate. This rate includes labor, benefits, time spent on tasks, vehicle use, administrative support and materials. Adopted fees are related to fire prevention and emergency response operations including, but not limited to, inspection and code compliance; fire prevention services and inspection; and emergency response operations where it has been adjudicated to prove that the primary cause was due to the negligence or violation of federal, state and local law enforcement of individual(s). The attached fee schedule represents continued progress to implement the fully burdened rate as recommended by the consultant. The following is a brief overview and summation of the proposed fees by category.

<u>Front Counter</u> – Fees in this group represent costs associated with providing legal copies of documents for insurance companies or outside companies dealing with property losses from fire. The addition of a Fire Investigation Report and Photos fee captures the additional work required above and beyond a normal fire report for cause and origin. The Investigation Report is normally requested by insurance companies or other investigating agencies. A standard fire report is still free.

Front Counter Fees	Office Use	Current Rate	New Rate
Fire Investigation Report and Photos	62000-46310		\$159

<u>Fireworks Fees</u> – Fees in this group capture costs for permitting and inspections of 4th of July fireworks sales at the thirty-one (31) non-profit booths and fireworks displays throughout the year at various events. Events where fireworks are incorporated require personnel to ensure the location is safe, clear and conditions are met per the permit and monitoring of fireworks fallout during the shoot for public safety.

Fireworks Fees	Office Use	Current Rate	New Rate
Fireworks Booth	62000-46001	\$300	\$300
Fireworks Shoot/Display (1 Prevention Unit; 3-hour minimum)	62000-46001		\$132/hr.
Fireworks Base Fee for 1/2 hour Plan Review, One (1) Inspection and Permit	62000-46001	\$88	\$132
Each Additional Plan Review Per 1/2 hour	62000-46001	\$44	\$66
Each Additional Inspection Per 1/2 hour	62000-46001	\$44	\$66

Annual Occupancy Fire and Life Safety Inspections (Routine and State Mandated) – These fees are categorized by the type of occupancy (education, business, assembly, etc.) and then by square footage. It should be noted that the inspection process begins with a single inspection. If the business is compliant, no return visit is necessary for that year and the occupancy will receive no charge for service. In the event that violations are noted, a second visit is established within a prescribed timeframe that allows the business owner or property owner sufficient opportunity to make the necessary corrections. If all violations are clear on the second visit, no additional inspections are scheduled for that year and the occupancy will receive no charge for service. Recognizing that we want to retain and grow our local businesses, retail and commercial users, the proposed fees would only be levied when a business owner fails to make noted corrections after the second visit with incurred costs being applied from the first visit. Continued re-inspections take a disproportional amount of time away from compliant businesses, sustain an unsafe environment that has the potential to harm surrounding businesses, endangers first responders and negatively impacts the local economy due to increased property loss.

Annual Occupancy Fire and Life Safety Inspections (3 rd Visit Non-Compliant)	Office Use	Current Rate	New Rate
Annual Inspection - (Occupancy type: B, F, M, S) Factory/Indicombustible dust producing operations and repair garages.	lustrial, Retail, Bus	siness/Office	e, except for
Up to 5,000 sq. ft.	62000-46001	\$161	\$496
5,001 - 40,000 sq. ft.	62000-46001	\$149	\$535
40,001 sq. ft. and Above	62000-46001	\$287	\$958

Annual Occupancy Fire and Life Safety Inspections (3 rd Visit Non-Compliant)	Office Use	Current Rate	New Rate
Annual Inspection - (Occupancy type: H) Excessive Haz	ardous Material - Weld	ling Open -	flame High
	arabab material Prote	mig, opon	namo, rngn
Hazard Storage: Up to 5,000 sq. ft.	62000-46001	\$297	\$297

Annual Occupancy Fire and Life Safety Inspections (3 rd Visit Non-Compliant; Schools 1 st Visit)	Office Use	Current Rate	New Rate
Annual Inspection - (Occupancy type: A, E), Assembly (Theat Education (any school), Excessive Hazardous Material - Weldi			
Up to 5,000 sq. ft.	62000-46001	\$113	\$377
5,001 - 20,000 sq. ft.	62000-46001	\$218	\$727
20,001 sq. ft. and Above	62000-46001	\$357	\$1,190

Exceptions to the abovementioned "3rd violation" philosophy would be facilities requiring fire clearance by a third-party agency or occupancies required by the California State Fire Marshal's Office (CSFM). This occupancy group includes schools, hospitals, apartments and for-profit institutional facilities. As these facilities require extensive time, paperwork and normally budget for their inspections, the proposed fees are applied at the first visit. Note:

the State requires the Clovis Fire Department to provide life safety inspection services to these facilities with no financial reimbursement to the local jurisdiction from the State.

Annual Occupancy Fire and Life Safety Inspections (Hospitals and Fire Clearances 1 st Visit)	Office Use	Current Rate	New Rate
Annual Inspection - (Occupancy type: I)* Hospitals, nursing hospitals:	omes with medica	al care, priso	ons and mental
Hospitals	62000-46001	\$3,998	\$3,998
Other I Occupancies	62000-46001	\$430	\$430
Fire Clearances	62000-46001	\$231	\$231

Annual Occupancy Fire and Life Safety Inspections (1 st Visit)	Office Use	Current Rate	New Rate
Annual Inspection / each per year - Occupancy type R-1	(Hotels/Motels)		
3 – 19 units	62000-46001	\$89	\$297
20 – 49 units	62000-46001	\$129	\$430
50 + units	62000-46001	\$169	\$562

Annual Occupancy Fire and Life Safety Inspections (1 st Visit)	Office Use	Current Rate	New Rate
Annual Inspection / each per year - Occupancy type R-2	(Apartments)		
3 – 19 units	62000-46001	\$69	\$231
20 – 49 units	62000-46001	\$109	\$363
50 + units	62000-46001	\$129	\$430

<u>Construction Permits</u> – Permits issued by the Clovis Fire Department are for fire protection systems which are unique for each occupancy based on building use and the number of occupants. Permits issued cover the time to plan check and inspect the various components required.

Construction Permits	Office Use	Current Rate	New Rate
Underground	62000-46001	\$372	\$496
Overhead (Up to 20 heads)	62000-46001	\$163	\$199
Overhead (21 – 50 heads)	62000-46001	\$297	\$347
Overhead (each additional 50 heads after 51+)	62000-46001	\$224	\$264
Fire Pump	62000-46001	\$290	\$562
Fire Standpipes (per standpipe)	62000-46001	\$114	\$363
Fire Alarm (Base Fee)	62000-46001	\$250	\$325
Fire Alarm (Per 25 Devices)	62000-46001	\$7	\$7/per additional device
Fire Sprinkler System Alarms	62000-46001	\$163	\$165
5yr Sprinkler System Certification	62000-46001	\$363	\$363
Fire Suppression Hood System	62000-46001	\$363	\$363
LP Gas	62000-46001	\$172	\$231
Above Ground Tank Installation	62000-46001	\$297	\$297

Plan Review Re-submittal (Ea. Additional 1/2 hour)	62000-46001	\$66	\$66
Re- Inspection Fee (Ea. Additional 1/2 hour)	62000-46001	\$66	\$99
Expedited Plan Review	62000-46001	\$132	\$132/hr.
Investigation Fee for Work Started Without Permits is the Total Cost of the Construction Permit Fee Doubled.	62000-46001	\$661	\$661

<u>Code Enforcement Events</u> – These fees are applied when a special code enforcement effort is undertaken specific to a fire hazard or as part of a larger enforcement effort in coordination with other City entities. Examples would include enforcement with negligent landlords or enforcement of neighborhood preservation issues.

Code Enforcement Events	Office Use	Hourly Rate	New Hourly Rate
Prevention Staff (1 unit) (3 hour minimum)	62000-46001	\$91	\$132/Hr

<u>False Alarm Response</u> – Each year, the Clovis Fire Department responds to approximately 500 false alarms. Like businesses who fail to comply with inspections, false alarms represent a disproportional use of resources that could be utilized for true emergencies. Recommended fees in this category reflect the fully-burdened cost for either a Prevention or Suppression response. Since false alarms are typically the result of human error in servicing and maintaining a fire protection system, charges would be levied at the third false alarm received in any one fiscal year. Note: In some cases, the occupancy can seek cost recovery from the alarm provider when the system failure is due to negligence of the alarm vendor or technician. Occupancies or businesses are only charged after three alarms in any six-month period.

False Alarm Response	Office Use	Current Hourly Rate	New Hourly Rate
Prevention (1 unit)	62000-46001	\$165	\$165

<u>Plan Review</u> - Plan review fees cover the costs to look at submittals with unique fire protection systems, operational access or other fire related infrastructure. Plan review through the bureau assists local developers and builders by identifying solutions in advance of construction, thereby lowering costs for buildout that may be inconsistent with the California Fire Code.

Plan Review	Office Use	Current Rate	New Rate
Plan Review per ½ hours (1/2 hour minimum)	62000-46001	\$66	\$66
Inspection	62000-46001	\$66	\$66

Operational Permits - These permits are typically for special events such as parades and festivals where outside vendors utilize mobile kitchens or tents. Issued permits ensure cooking and equipment used in the public right-of-way or on-site is inspected by the Clovis Fire Department personnel and complies with the fire code.

Operational Permits	Office Use	Current Rate	New Rate
Base Fee for 1/2 hour Plan Review and One (1) Inspection	62000-46001	\$114	\$215
Each Additional Plan Review Per 1/2 hour	62000-46001	\$57	\$66
Each Additional Inspection Per 1/2 hour	62000-46001	\$57	\$66

Residential Care Facilities Pre-Inspection Fees – In order to receive certification under Community Care and Licensing, residential care facilities are required to receive fire clearance to ensure appropriate exiting, hardware and clearances exist. This fee covers the time to inspect and process the clearances on these facilities.

Residential Care Facilities Pre-Inspection	Office Use	Current Rate	New Rate
6 or less clients	62000-46001	\$109	\$363
7 or more clients	62000-46001	\$208	\$694

<u>Fire Suppression Hood System – Existing</u> – Restaurant kitchen systems are unique and more complex than normal sprinkler systems. Regular testing and certification of these systems by independent vendors is required, along with an inspection by the fire department. In addition, a 5-year testing of the overall system for commercial structures must occur and be observed by the fire department. These fees cover the cost to perform these state mandated tasks.

Fire Suppression/Hood System - Existing	Office Use	Current Rate	New Rate
Fire Suppression Hood System - Existing	62000-46001	\$69	\$231

Miscellaneous Fees – Miscellaneous fees represent unique activities performed by the fire department. The Emergency Response and HazMat response rates reflect only the administrative cost for processing fees associated with events caused by gross negligence or illegal activities (i.e. DUI, arson). The exact charge will be based on the number of personnel, time and vehicles that respond to an event. This fee is not applied to regular responses, only those where it is determined to be caused by gross negligence or illegal activity. The electronic gate fee encompasses the time it takes to inspect and certify the operational condition of gates for private gated communities. The firefighter standby fee is for the hourly assignment of a crew dedicated to an event.

Miscellaneous Fees	Office Use	Current Rate	New Rate
Emergency Response – Admin (plus equipment)	62000-46001	\$45	\$45
HazMat Response – Admin (plus equipment)	62000-46001	\$45	\$45

Electronic Gate	62000-46001	\$109	\$363
Firefighter Standby Fee	62000-46001	\$586	\$586

In addition to the fees noted above, the Clovis Fire Department collects a portion of fees associated with planning, building and engineering activities. The allocation Fire receives recognizes our responsibilities for ensuring access, appropriate occupancy designation and applicable fire protection systems are incorporated. As part of the fee analysis, there were recommended increases to our allocation. Since the Clovis Fire Department allocation is a percentage of the total fee collected by Planning and Development Services, we are recommending that changes in these categories be deferred until analysis of the respective allocations from other departments is conducted. Refer to Exhibit 'A' for the complete list of see services that fall under each fee category type.

FISCAL IMPACT

Increasing the fees charged for the services will help to recover costs associated with processing the permits, applications and providing services to the public. The proposed fees also account for the fully-burdened costs, offsetting a portion of the general fund commitment to this section.

REASON FOR RECOMMENDATION

To adopt the master fee schedule to reflect a more accurate cost recovery based on current services provided.

ACTIONS FOLLOWING APPROVAL

If approved, staff will revise the Master Administrative Fee Schedule and advise customers of the adopted changes with implementation in FY 17/18.

Prepared by:

Chad Fitzgerald, Life Safety Enforcement Manager

Submitted by:

John Binaski, Fire Chief

Fire Department Fees

Front Counter Fees	Office Use	Current Rate	New Rate
Fire Investigation Report and Photos	62000-46310		\$159
Fireworks Fees			
Fireworks Booth	62000-46001	\$300	\$300
Fireworks Shoot/Display (1 Prevention Unit; 3-hour minimum)	62000-46001		\$132/hr.
Fireworks Base Fee for 1/2 hour Plan Review, One (1) Inspection and Permit	62000-46001	\$88	\$132
Each Additional Plan Review Per 1/2 hour	62000-46001	\$44	\$66
Each Additional Inspection Per 1/2 hour	62000-46001	\$44	\$66

Construction Permits	Office Use	Current Rate	New Rate
Underground	62000-46001	\$372	\$496
Overhead (Up to 20 heads)	62000-46001	\$163	\$199
Overhead (21 – 50 heads)	62000-46001	\$297	\$347
Overhead (each additional 50 heads after 51+)	62000-46001	\$224	\$264
Fire Pump	62000-46001	\$290	\$562
Fire Standpipes (per standpipe)	62000-46001	\$114	\$363
Fire Alarm (Base Fee)	62000-46001	\$250	\$325
Fire Alarm (Per 25 Devices)	62000-46001	\$7	\$7/per additional device
Fire Sprinkler System Alarms	62000-46001	\$163	\$165
5yr Sprinkler System Certification	62000-46001	\$363	\$363
Fire Suppression Hood System	62000-46001	\$363	\$363
LP Gas	62000-46001	\$172	\$231
Above Ground Tank Installation	62000-46001	\$297	\$297
Plan Review Re-submittal (Ea. Additional 1/2 hour)	62000-46001	\$66	\$66
Re-Inspection Fee (Ea. Additional 1/2 hour)	62000-46001	\$66	\$99
Expedited Plan Review	62000-46001	\$132	\$132/hr.
Investigation Fee for Work Started Without Permits is the Total Cost of the Construction Permit Fee Doubled.	62000-46001	\$661	\$661

Annual Occupancy Fire and Life Safety Inspections (3 rd Visit Non-Compliant)	Office Use	Current Rate	New Rate
Annual Inspection - (Occupancy type: B, F, M, S) Factory/Industrial, Retail, Business/Office, except for combustible dust producing operations and repair garages.			
Up to 5,000 sq. ft.	62000-46001	\$161	\$496
5,001 - 40,000 sq. ft.	62000-46001	\$149	\$535
40,001 sq. ft. and Above	62000-46001	\$287	\$958

Annual Occupancy Fire and Life Safety Inspections (3 rd Visit Non-Compliant; Schools 1 st Visit)	Office Use	Current Rate	New Rate
Annual Inspection - (Occupancy type: A, E), Assembly (Theatre, Churches, Auditorium, Restaurant), Education (any school), Excessive Hazardous Material - Welding, Open - flame, High Hazard Storage:			
Up to 5,000 sq. ft.	62000-46001	\$113	\$377
5,001 - 20,000 sq. ft.	62000-46001	\$218	\$727
20,001 sq. ft. and Above	62000-46001	\$357	\$1,190

Annual Occupancy Fire and Life Safety Inspections (3 rd Visit Non-Compliant)	Office Use	Current Rate	New Rate
Annual Inspection - (Occupancy type: H) Excessive Hazardous Material - Welding, Open - flame, High Hazard Storage:			
Up to 5,000 sq. ft.	62000-46001	\$297	\$297
5,001+.	62000-46001	\$694	\$694

Annual Occupancy Fire and Life Safety Inspections (Hospitals and Fire Clearances 1 st Visit)	Office Use	Current Rate	New Rate
Annual Inspection - (Occupancy type: I)* Hospitals, nursing homes with medical care, prisons and mental facilities:			
Hospitals	62000-46001	\$3,998	\$3,998
Other I Occupancies	62000-46001	\$430	\$430
Fire Clearances	62000-46001	\$231	\$231

Annual Occupancy Fire and Life Safety Inspections (1 st Visit)	Office Use	Current Rate	New Rate
Annual Inspection / each per year - Occupancy type R-1 (Hotels/Motels)			
3 – 19 units	62000-46001	\$89	\$297
20 – 49 units	62000-46001	\$129	\$430
50 + units	62000-46001	\$169	\$562

Annual Occupancy Fire and Life Safety Inspections (1 st Visit)	Office Use	Current Rate	New Rate
Annual Inspection / each per year - Occupancy type R-2 (Apartments)			
3 – 19 units	62000-46001	\$69	\$231
20 – 49 units	62000-46001	\$109	\$363
50 + units	62000-46001	\$129	\$430

Residential Care Facilities Pre-Inspection	Office Use	Current Rate	New Rate
6 or less clients	62000-46001	\$109	\$363
7 or more clients	62000-46001	\$208	\$694

Fire Suppression/Hood System - Existing	Office Use	Current Rate	New Rate
Fire Suppression Hood System - Existing	62000-46001	\$69	\$231

Operational Permits	Office Use	Current Rate	New Rate
Base Fee for 1/2 hour Plan Review and One (1) Inspection	62000-46001	\$114	\$215
Each Additional Plan Review Per 1/2 hour	62000-46001	\$57	\$66
Each Additional Inspection Per 1/2 hour	62000-46001	\$57	\$66

False Alarm Response	Office Use	Current Hourly Rate	New Hourly Rate
Prevention (1 unit)	62000-46001	\$165	\$165
Suppression (1 BC unit)	62000-46001	\$316	\$316

Code Enforcement Events	Office Use	Hourly Rate	New Hourly Rate
Prevention Staff (1 unit) (3 hour minimum)	62000-46001	\$91	\$132/Hr

Plan Review	Office Use	Current Rate	New Rate
Plan Review per ½ hours (1/2 hour minimum)	62000-46001	\$66	\$66
Inspection	62000-46001	\$66	\$66

Miscellaneous Fees	Office Use	Current	New Rate
Emergency Response - Admin (plus equipment)	62000-46001	\$45	\$45
HazMat Response - Admin (plus equipment)	62000-46001	\$45	\$45
Electronic Gate	62000-46001	\$109	\$363
Firefighter Standby Fee	62000-46001	\$586	\$586

RESOLUTION 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE MASTER ADMINISTRATIVE FEE SCHEDULE

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

WHEREAS, on July 17, 2017, the City Council held a public hearing to consider amendments to the City's Master Fee Schedule; and

WHEREAS, the Council has determined that:

- The Clovis Fire Department has conducted a fee analysis to evaluate the administrative costs for Code Enforcement and Inspection activities; and
- The resultant fee schedule would recoup the costs associated with those activities.

NOW, THEREFORE, BE IT RESOLVED that the City of Clovis adopts the Fire Department's Fee Schedule as specified in Attachment "A". The Fee Schedule shall become effective on September 1, 2017 and reflected in the Master Administrative Fee Schedule.

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 17, 2017, by the following vote to witness:

AYES:

NOES:

ABSENT:

ABSTAIN:



AGENDA ITEM NO:

City Manager:

1-G

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO:

Mayor and City Council

FROM:

Planning and Development Services

DATE:

July 17, 2017

SUBJECT:

Consider Approval - Res. 17-____, Approving a Proposed Mitigated Negative Declaration and adopting a Mitigation Monitoring Program for

Negative Declaration and adopting a Mitigation Monitoring Program for Community Investment Project, CIP13-22, Enterprise Canal Bridge

Replacement at Leonard Avenue.

ATTACHMENTS:

Attachment "A:"

Vicinity Map

Attachment "B:"

Project Exhibits

Attachment "C:"

Resolution

Attachment "D:"

Initial Study, Mitigated Negative Declaration, and

Mitigation Monitoring Program

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve a resolution approving a Proposed Mitigated Negative Declaration and adopting a Mitigation Monitoring Program for CIP13-22, Enterprise Canal Replacement at Leonard Avenue (Attachment "C").

EXECUTIVE SUMMARY

Consistent with the California Environmental Quality Act (CEQA), the attached Initial Study was prepared to analyze the environmental impacts of CIP13-22, Enterprise Canal Replacement at Leonard Avenue. The Project includes the replacement of a bridge over the Enterprise Canal to accommodate the future traffic of Leonard Avenue consistent with

the Clovis General Plan and Loma Vista Specific Plan. Staff recommends the adoption of a Mitigated Negative Declaration for this project.

BACKGROUND

The project location is on Leonard Avenue between Bullard and Robinwood Avenues where Leonard Avenue crosses the Enterprise Canal. The current bridge is approximately 850 feet south of Bullard Avenue and 1,000 feet north of Robinwood Avenue (Attachment "A").

The project will replace the existing two lane bridge on Leonard Avenue over the Enterprise Canal with a new three box culvert bridge that can accommodate two traffic lanes in each direction, sidewalks and bike lanes on both sides, and a median island. The proposed new bridge will be approximately 115 feet long; and, including project related improvements, the new bridge will be approximately 150 feet wide (Attachment "B").

Construction will include: removal of the existing bridge, clearing and grubbing, construction of the new bridge including grading, asphalt concrete paving, construction of wing walls, construction of barriers with tubular railing, canal channel lining, construction of concrete curbs and gutters and sidewalks, relocation and undergrounding of existing utilities, pavement striping and signage, installation of street lighting; modifications to existing residential drive approaches, new drive approaches for canal access, and additional paving on Leonard Avenue to accommodate two traffic lanes in both directions on the south side of the bridge.

After project completion, there will still be one traffic lane in each direction on Leonard Avenue north of the bridge; and south of the bridge on Leonard Avenue there will be two traffic lanes in each direction that taper to one lane near the bridge. The median island will be constructed sometime in the future.

The project is within the Loma Vista Specific Plan Area. The City of Clovis General Plan and the Loma Vista Specific Plan designate Leonard Avenue to ultimately be a four-lane arterial roadway with a 120-foot-wide right-of-way with Class II bike lane, sidewalks, and landscaping on both sides.

Consistent with the requirements of CEQA, Staff had an Initial Study prepared to examine the impacts of the project on the natural and man-made environment (Attachment "D"). Pursuant to the requirements of CEQA, prior to approving a project, the Clovis City Council must consider the proposed Mitigated Negative Declaration together with any comments received during the public review process. Relying on independent judgment, the City Council may approve the Mitigated Negative Declaration if it finds on the basis of the Initial Study, a review of any comments received, and after considering the entire public record, that there is no substantial evidence that the project will have a significant effect on the environment with the incorporation of the identified mitigation measures.

Mitigated Negative Declaration was completed in compliance with the requirements of CEQA. Notice of the proposed Mitigated Negative Declaration was published in the Business Journal on June 7, 2017 and was mailed to interested parties and agencies. The Initial Study and Mitigated Negative Declaration was also submitted to the State Clearinghouse for routing to state agencies to review. To date, no comments have been received.

The Initial Study, Mitigated Negative Declaration, and associated public record are on file in the Clovis Planning and Development Services Department, and have been available for inspection by the public, agencies, and decision-makers pursuant to the notice published in the Business Journal.

FISCAL IMPACT

This project is budgeted and will be federally funded.

REASON FOR RECOMMENDATION

The proposed project is not anticipated to create any significant effects on the environment and is needed for the ultimate planned build-out of Leonard Avenue. Adoption of a Mitigated Negative Declaration for this project will satisfy the requirements of CEQA for this project.

ACTIONS FOLLOWING APPROVAL

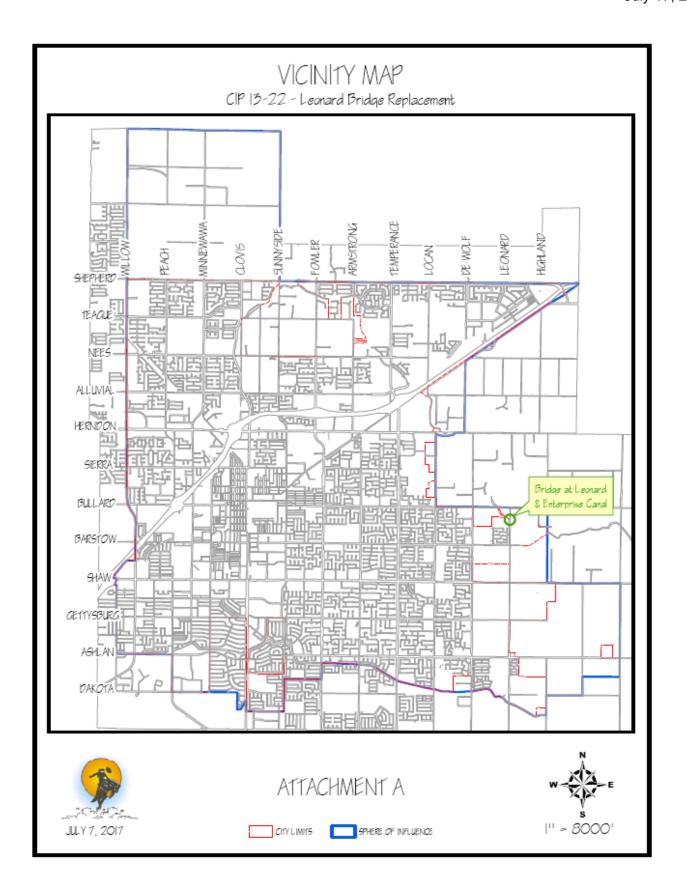
Staff will file a Notice of Determination with the Fresno County Clerk's Office.

Prepared by:

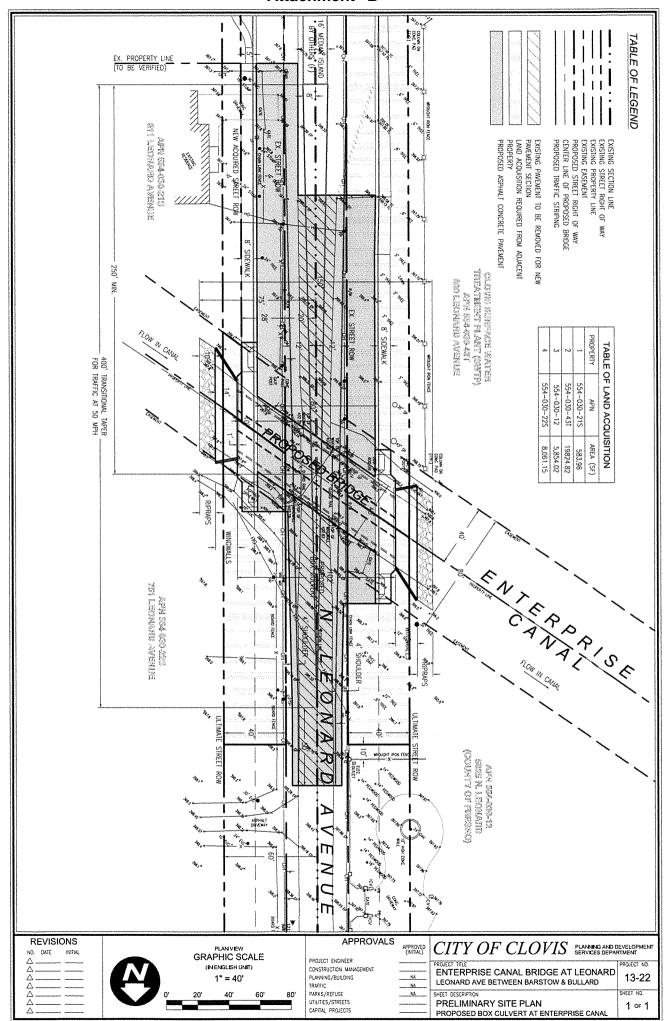
Ryan Burnett, Management Analyst

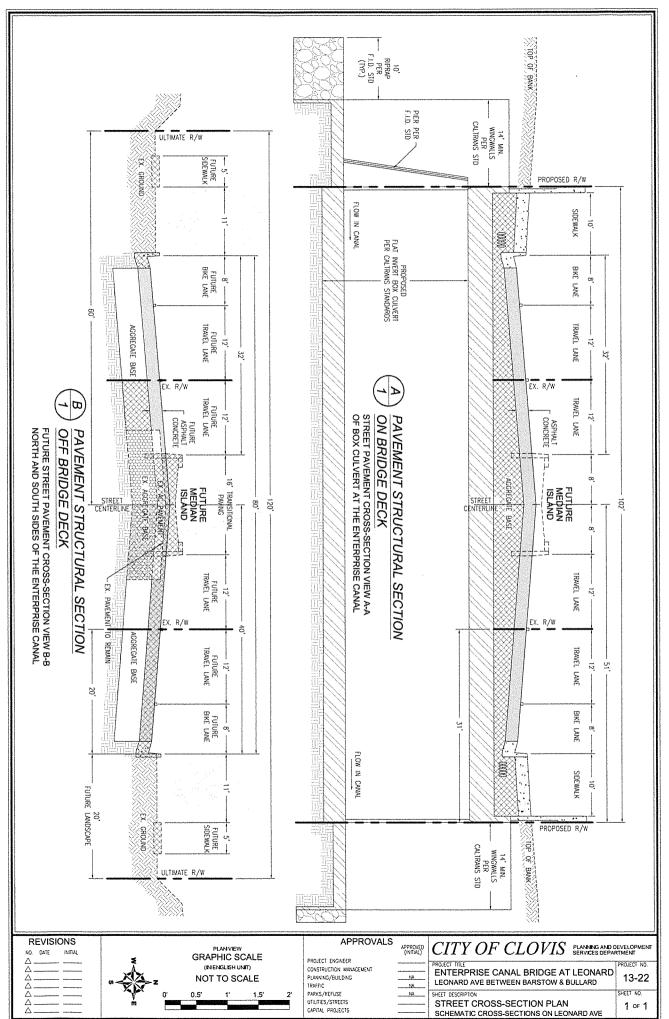
Submitted by:

Dwight Kroll
Director of Planning
and Development Services



Attachment "B"





RESOLUTION NO. 17-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING A MITIGATED NEGATIVE DECLARATION FOR CIP13-22, ENTERPRISE CANAL BRIDGE REPLACEMENT AT LEONARD AVENUE, PURSUANT TO CEQA GUIDELINES

WHEREAS, the Project location is on Leonard Avenue between Bullard and Robinwood Avenues where Leonard Avenue crosses the Enterprise Canal. The current bridge is approximately 850 feet south of Bullard Avenue and 1,000 feet north of Robinwood Avenue. The project will replace the existing two lane bridge on Leonard Avenue over the Enterprise Canal with a new three box culvert bridge that can accommodate two traffic lanes in each direction, sidewalks and bike lanes on both sides, and a median island. The proposed new bridge will be approximately 115 feet long; and, including project related improvements, the new bridge will be approximately 150 feet wide. Construction will include: removal of the existing bridge; clearing and grubbing; construction of the new bridge including grading; asphalt concrete paving; construction of wing walls; construction of barriers with tubular railing; canal channel lining; construction of concrete curbs and gutters and sidewalks; relocation and undergrounding of existing utilities; pavement striping and signage; installation of street lighting; modifications to existing residential drive approaches; new drive approaches for canal access; and additional paving on Leonard Avenue to accommodate two traffic lanes in both directions on the south side of the bridge. After Project completion, there will still be one traffic lane in each direction on Leonard Avenue north of the bridge; and south of the bridge on Leonard Avenue there will be two traffic lanes in each direction that taper to one lane near the bridge. The median island will be constructed sometime in the future. The Project is within the Loma Vista Specific Plan Area. The City of Clovis General Plan and the Loma Vista Specific Plan designate Leonard Avenue to ultimately be a four-lane arterial roadway with a 120-footwide right-of-way with Class II bike lane, sidewalks, and landscaping on both sides.; and

WHEREAS, the City of Clovis ("City") caused to be prepared an Initial Study (hereinafter incorporated by reference) in May 2017 for the Project to evaluate potentially significant adverse environmental impacts and on the basis of that study it was determined that no significant environmental impacts would result from this Project, with the incorporation of mitigation measures identified in Exhibit "A"; and

WHEREAS, on the basis of this Initial Study, a Mitigated Negative Declaration has been prepared, circulated, and made available for public comment pursuant to the California Environmental Quality Act ("CEQA"), Public Resources Code, section 21000, et seq., and Guidelines for implementation of CEQA, 14 California Code of Regulations, sections 15000, et seq.; and

WHEREAS, the City Council has independently reviewed, evaluated, and considered the Initial Study, Mitigated Negative Declaration and all comments, written and oral, received from persons who reviewed the Mitigated Negative Declaration, or otherwise commented on the Project.

NOW, THEREFORE, the City Council of the City of Clovis resolves as follows:

1. Adopts the foregoing recitals as true and correct.

- 2. Finds that the Initial Study and Mitigated Negative Declaration for the Project are adequate and have been completed in compliance with CEQA and the CEQA Guidelines.
- 3. Finds and declares that the Initial Study and Mitigated Negative Declaration were presented to the City Council and that the City Council has independently reviewed, evaluated, and considered the Initial Study, Mitigated Negative
- 4. Declaration and all comments, written and oral, received from persons who reviewed the Initial Study and Mitigated Negative Declaration, or otherwise commented on the Project prior to approving the Project and adopts a Mitigated Negative Declaration for this Project.
- 5. Approves and adopts the Mitigation Monitoring Program and mitigation measures as set forth in the Initial Study.
- 6. Directs that the record of these proceedings be contained in the Department of Planning and Development Services located at 1033 Fifth Street, Clovis, California 93612, and that the custodian of the record be the Deputy City Planner or other person designated by the Planning and Development Services Director.
- 7. The Planning and Development Services Director, or his/her designee, is authorized to file a Notice of Determination for the Project in accordance with CEQA and to pay any fees required for such filing.

* * * * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 17, 2017, and passed by the following vote, to wit:

Mayor	City Clerk
Date: July 17, 2017	
Date: July 47, 0047	
ABSTAIN:	
ABSENT:	
NOES:	
AYES:	

EXHIBIT "A"

Mitigation Monitoring and Reporting Program CIP13-22, Leonard Avenue Bridge Replacement

Purpose

The City of Clovis has prepared this Mitigation Monitoring and Reporting Program to comply with Section 15097 of the State CEQA Guidelines. The purpose for the Mitigation Monitoring and Reporting Program is to ensure implementation of the mitigation measures identified in this Initial Study

Lead Agency and Responsible Agency

The City of Clovis will undertake the project and is the Lead Agency for the project. The City is responsible for the implementation of all mitigation measures identified in the Initial Study.

Mitigation Monitoring and Reporting Coordinator

The City Engineer or his designee shall act as the Project Mitigation Reporting Coordinator ("Coordinator").

Monitoring and Reporting Procedures for Design-, Site Clearing-, and Construction Mitigation Measures

- a. The Coordinator shall provide a copy of all project design-, site clearing- and construction-related mitigation measures to the project engineer and contractor for incorporation in the project plans, construction specifications, permits, and contracts, as appropriate.
- b. Prior to award of bid, the Coordinator shall determine that all project design-, site clearing- and construction-related mitigation measures have been incorporated in the project plans, construction specifications, permits, and contracts, as appropriate.
- c. During construction, the Coordinator, through the construction management team, shall inspect the project area regularly to ensure all work complies with the mitigation measures. If a discrepancy is not resolved within a reasonable time, the City Engineer may order work to cease until the discrepancy is resolved.
- d. Prior to the City of Clovis accepting the project improvements, the City Engineer shall certify that the project incorporates all project design and construction-related mitigation measures.

Monitoring and Reporting Procedures for Operational- and Maintenance-Related Mitigation Measures

There are no operations-related mitigation measures.

Mitigation Measures Identified

Mitigation Measure AQ-1: The City of Clovis shall require that the selected contractor prepare and implement a project Construction Emission and Dust Control Plan prior to construction that complies with all policies of the City of Clovis General Plan and SJVAPCD rules and regulations.

Mitigation Measure BR-1: If construction activities will occur during the nesting season (usually March to September), a pre-construction survey for the presence of special-status bird species or any nesting bird species should be conducted by a qualified biologist within 500 feet of proposed construction areas. If active nests are identified in these areas, CDFW and/or USFWS should be consulted to develop measures to avoid "take" of active nests prior to the initiation of any construction activities. Avoidance measures may include establishment of a buffer zone using construction fencing or the postponement of vegetation removal until after the nesting season, or until after a qualified biologist has determined the young have fledged and are independent of the nest site. With the implementation of this mitigation measure, adverse impacts upon special-status bird species and nesting birds would be less than significant.

Mitigation Measure CR-1: Should any potentially significant cultural or fossil resources be discovered, no further grading shall occur in the area of the discovery until the Planning Director concurs in writing that adequate provisions are in place to protect these resources. Unanticipated discoveries shall be evaluated for significance by certified professional archaeologist or paleontologist that meets the Secretary of the Interior's Professional Qualifications Standards. If significance criteria are met, then the project shall be required to perform data recovery, professional identification, radiocarbon dates as applicable, and other special studies; curate materials with a recognized scientific or educational repository; and provide a comprehensive final report.

Mitigation Measure CR-2: If human remains are unearthed during excavation and/or construction activities, all activity shall cease immediately. No further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98(a). If the remains are determined to be of Native American descent, the coroner shall within 24 hours notify the Native American Heritage Commission (NAHC). The NAHC shall then contact the most likely descendent of the deceased Native American, who shall then serve as the consultant on how to proceed with the remains. Pursuant to PRC Section 5097.98(b), upon the discovery of Native American remains, the District shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located is not damaged or disturbed by further development activity until the City has discussed and conferred with the most likely descendants regarding their recommendations.

Mitigation Measure CR-3: Prior to any ground disturbing construction activity, the Table Mountain tribe shall be contacted to arrange for Tribal Monitor spot checking, at no cost to the City of Clovis.

City of Clovis

PROPOSED MITIGATED NEGATIVE DECLARATION

Leonard Avenue Bridge Replacement Project

Project Title: Leonard Avenue Bridge Replacement Project

Lead Agency and Project Sponsor: City of Clovis

Contact Person:

Ryan Burnett, AICP, Management Analyst Planning and Development Services Department, Engineering Division 1033 Fifth Street, Clovis, California 93612

Phone: (559) 324-2350 Email: RyanB@ci.clovis.ca.us

Project Description and Location: The project location is on Leonard Avenue between Bullard and Robinwood Avenues where Leonard Avenue crosses the Enterprise Canal. The current bridge is approximately 850 feet south of Bullard Avenue and 1,000 feet north of Robinwood Avenue.

The City of Clovis Engineering Division proposes to replace the existing two lane bridge on Leonard Avenue over the Enterprise Canal with a new three box culvert bridge that can accommodate two traffic lanes in each direction, sidewalks and bike lanes on both sides, and a median island.

The proposed new bridge will be approximately 115 feet long; and, including project related improvements, the new bridge will be approximately 150 feet wide.

Construction will include: removal of the existing bridge; clearing and grubbing; construction of the new bridge including grading; asphalt concrete paving; construction of wing walls; construction of barriers with tubular railing; canal channel lining; construction of concrete curbs and gutters and sidewalks; relocation and undergrounding of existing utilities; pavement striping and signage; installation of street lighting; modifications to existing residential drive approaches; new drive approaches for canal access; and additional paving on Leonard Avenue to accommodate two traffic lanes in both directions on the south side of the bridge.

After project completion, there will still be one traffic lane in each direction on Leonard Avenue north of the bridge; and south of the bridge on Leonard Avenue there will be two traffic lanes in each direction that taper to one lane near the bridge. The median island will be constructed sometime in the future.

The project is within the Loma Vista Specific Plan Area. The City of Clovis General Plan and the Loma Vista Specific Plan designate Leonard Avenue to ultimately be a four-lane arterial roadway with a 120-foot-wide right-of-way with Class II bike lane, sidewalks, and landscaping on both sides.

Mitigation Measures: The City has incorporated into the project mitigation measures for potentially significant project impacts related to biological resources, noise and traffic. The mitigation measures are included in the Executive Summary of the attached Initial Study.

Finding: As required by the California Environmental Quality Act, the City prepared an Initial Study for the project (attached). Based on the Initial Study, the City determined that although the project could have a significant effect on the environment, there would not be a significant effect in this case because the City incorporated into the project mitigation measures that would avoid any significant effects of the project or reduce the effects to an insignificant level. Therefore, it is the intent of the City of Clovis to adopt a Mitigated Negative Declaration for the project.

Signature

Date

1 Surnett

Management Analyst

California Environmental Quality Act Initial Study

Leonard Avenue Bridge Replacement Project

Clovis, California

(State Clearinghouse No. 2016101056)

Lead Agency and Project Sponsor:

City of Clovis

Planning and Development Services, Engineering Division Contact: Ryan Burnett, AICP, Management Analyst 1033 Fifth Street, Clovis, California 93612 (559) 324-2350

Prepared by:

ODELL Planning & Research, Inc.

49346 Road 426, Suite 2
Oakhurst, CA 93644
(559) 472-7167 • www.odellplanning.com

June 2017

Table of Contents

Exe	Executive Summary		
A.	Project	Background Information	2
	1.	Project Title, Lead Agency, and Lead Agency Contact Information	2
	2.	Project Location	2
	3.	Project Objective	5
	4.	Project Description	5
	5.	Actions Required to Implement Project	8
	6.	Project Schedule	8
	7.	Project Setting	8
	8.	Request for Preliminary Comment	9
	9.	Other Public Agencies Whose Approval is Required	9
В.	Environ	mental Factors Potentially Affected	10
C.	Determi	nation	10
D.	Evaluati	on of Environmental Impacts	10
	1.	Tiering	10
	2.	Evaluation	11
E.	E. Environmental Checklist		11
	1.	Aesthetics	11
	2.	Agriculture and Forest Resources	12
	3.	Air Quality	13
	4.	Biological Resources	14
	5.	Cultural Resources	16
	6.	Energy Resources	17
	7.	Geology and Soils	17
	8.	Greenhouse Gas Emissions	19
	9.	Hazards and Hazardous Materials	20
	10.	Hydrology and Water Quality	21
	11.	Land Use Planning	23
	12.	Mineral Resources	24
	13.	Noise	24
	14.	Population and Housing	26
	15.	Public Services	26
	16.	Recreation	27
	17.	Transportation/Traffic	27

City of Clovis Initial Study Leonard Avenue Bridge Replacement Project

	18.	Tribal Cultural Resources	28			
	19.	Utilities and Service Systems	39			
	20.	Mandatory Findings of Significance	30			
F.	Mitigat	on Monitoring and Reporting Program	31			
	1.	Purpose	31			
	2.	Lead Agency and Responsible Agency	31			
	3.	Mitigation Monitoring and Reporting Coordinator	31			
	4.	Monitoring and Reporting Procedures for Design-, Site Clearing-, and Construction Mitigation Measures	31			
	5.	Monitoring and Reporting Procedures for Operational- and Maintenance-Related Mitigation Measures	31			
G.	Names	of Persons Who Prepared or Participated in the Initial Study/Environmental Checklist	32			
	1.	Lead Agency	32			
	2.	Initial Study/Environmental Checklist Consultant	32			
н.	Sources	Consulted	32			
Ар	pendic	es				
A.	Reques	t for Preliminary Comment				
В.	Air Qua	lity and Greenhouse Gas Technical Memo				
c.	Archaeological Survey Report					
D.	Natural	Environment Study				
E.	Environ	mental Noise Assessment				
F.	Traffic A	Analysis				
G.	Water (Quality Assessment Report				
Tal	oles					
A-1	Proj	ect Location	2			
A-2	Add	itional Land Required for Project	5			
A-3	Lanc	Use, Planning, and Zoning	9			
B-1	Envi	ronmental Factors Potentially Affected	10			
Fig	ures					
1.	Project	Location	3			
2.	Project	Site	4			
3.	Prelimi	nary Site Plan	6			
4.	Bridge (Cross Section	7			

Executive Summary

The City of Clovis is proposing to undertake the Leonard Avenue Bridge Replacement Project (project). Pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the City has prepared this Initial Study to determine whether an Environmental Impact Report (EIR) or a Negative Declaration should be prepared for the project.

The City of Clovis proposes to replace the existing two lane bridge on Leonard Avenue over the Enterprise Canal, south of Bullard Avenue, with a new three box culvert bridge that can accommodate two traffic lanes in each direction, sidewalks and bike lanes on both sides, and a median island.

This Initial Study determined that the project could have significant impacts related to construction-related air quality, biological resources, and cultural resources. To avoid the impacts or to reduce them to an insignificant level, the City has incorporated the mitigation measures listed below in the project.

Mitigation Measure AQ-1: The City of Clovis shall require that the selected contractor prepare and implement a project Construction Emission and Dust Control Plan prior to construction that complies with all policies of the City of Clovis General Plan and SJVAPCD rules and regulations.

Mitigation Measure BR-1: If construction activities will occur during the nesting season (usually March to September), a pre-construction survey for the presence of special-status bird species or any nesting bird species should be conducted by a qualified biologist within 500 feet of proposed construction areas. If active nests are identified in these areas, CDFW and/or USFWS should be consulted to develop measures to avoid "take" of active nests prior to the initiation of any construction activities. Avoidance measures may include establishment of a buffer zone using construction fencing or the postponement of vegetation removal until after the nesting season, or until after a qualified biologist has determined the young have fledged and are independent of the nest site. With the implementation of this mitigation measure, adverse impacts upon special-status bird species and nesting birds would be less than significant.

Mitigation Measure CR-1: Should any potentially significant cultural or fossil resources be discovered, no further grading shall occur in the area of the discovery until the Planning Director concurs in writing that adequate provisions are in place to protect these resources. Unanticipated discoveries shall be evaluated for significance by certified professional archaeologist or paleontologist that meets the Secretary of the Interior's Professional Qualifications Standards. If significance criteria are met, then the project shall be required to perform data recovery, professional identification, radiocarbon dates as applicable, and other special studies; curate materials with a recognized scientific or educational repository; and provide a comprehensive final report.

Mitigation Measure CR-2: If human remains are unearthed during excavation and/or construction activities, all activity shall cease immediately. No further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98(a). If the remains are determined to be of Native American descent, the coroner shall within 24 hours notify the Native American Heritage Commission (NAHC). The NAHC shall then contact the most likely descendent of the deceased Native American, who shall then serve as the consultant on how to proceed with the remains. Pursuant to PRC Section 5097.98(b), upon the discovery of Native American remains, the District shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located is not damaged or disturbed by further development activity until the City has discussed and conferred with the most likely descendants regarding their recommendations.

Mitigation Measure CR-3: Prior to any ground disturbing construction activity, the Table Mountain tribe shall be contacted to arrange for Tribal Monitor spot checking, at no cost to the City of Clovis.

Determination:

Based on this Initial Study, although the project could have significant effects on the environment, there will not be significant effects in this case because the City of Clovis has incorporated in the project the mitigation measures listed above. Therefore, the City should adopt a Mitigated Negative Declaration for the project.

A. Project Background Information

1. Project Title, Lead Agency, and Lead Agency Contact Information

a. Project Title

Leonard Avenue Bridge Replacement Project

b. Lead Agency and Project Sponsor

City of Clovis Planning and Development Services Department, Engineering Division 1033 Fifth Street, Clovis, California 93612

c. Lead Agency Contact Person

Ryan Burnett, AICP, Management Analyst City of Clovis Planning and Development Services Department, Engineering Division Telephone: (559) 324-2350; Email: RyanB@ci.clovis.ca.us

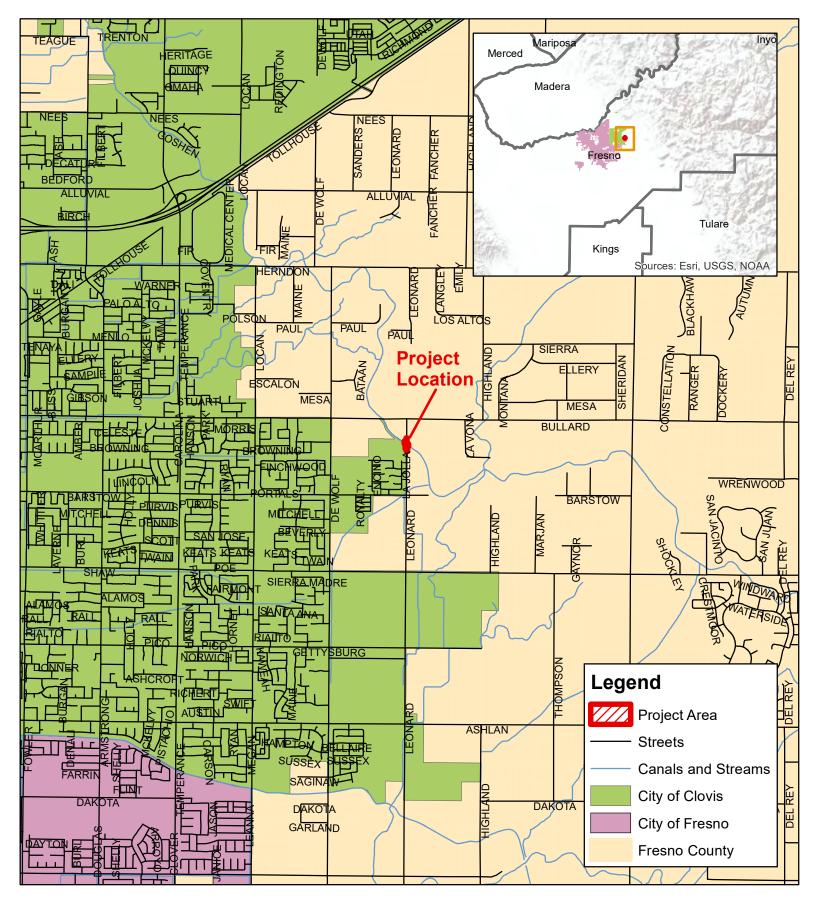
2. Project Location

Figures 1 and 2 and the following table present the location of the proposed Leonard Avenue Bridge Replacement Project. Figure 1 shows the location in relation to the Fresno-Clovis metropolitan area, and Figure 2 shows the location in relation to the neighboring properties. Table A-1 provides jurisdictional and other locational information for the project.

TABLE A-1					
Project Location					
City	Clovis				
County	Fresno				
Zip Code	93619				
Location	Leonard Avenue between Bullard Avenue and Robinwood Avenue				
Elevation	Approximately 384 ft. MSL				
USGS Map	Clovis, California				
Section, Township & Range	Township 13 South, Range 21 East, Section 12 MDB&M				
Latitude/Longitude	36°49′14″N 119°38′13″W				
Applicable General Plan and Specific Plan	Clovis General Plan Loma Vista Area Specific Plan (adopted under the name "City of Clovis Southeast Urban Area Specific Plan")				

The project location is on Leonard Avenue between Bullard and Robinwood Avenues where Leonard Avenue crosses the Enterprise Canal. The current bridge is approximately 850 feet south of Bullard Avenue and 1,000 feet north of Robinwood Avenue.

The City of Clovis would acquire or obtain by dedication approximately 0.332 acres (14,459 sq. ft.) of land along Leonard Avenue where the existing public right-of-way is too narrow to accommodate the proposed arterial street improvements. Table A-2 identifies the parcels from which additional right-of-way is required:



Project Location Figure 1

Leonard Avenue Bridge Replacement Project City of Clovis







Project Site Figure 2

Leonard Avenue Bridge Replacement Project City of Clovis





TABLE A-2 Additional Land Required for Project					
APN 554-030-21S	2.96 acres	0.013 acres (584 sq. ft.)			
APN 554-030-43T	20.20 acres	0.455 acres (19,825 sq. ft.)			
APN 554-030-12	2.11 acres	0.134 acres (5,854 sq. ft.)			
APN 554-030-22S	18.22 acres	0.185 acres (8,061 sq. ft.)			

Sources: Fresno County Assessor, Google Earth, City of Clovis Engineering Division; Odell Planning & Research, Inc.

3. Project Objective

The City of Clovis' objective for the Project is to widen and improve the Leonard Avenue bridge over the Enterprise Canal to safely accommodate future development of Leonard Avenue as an arterial street in accordance with the *Clovis General Plan*.

4. Project Description

a. Street Improvements

The City of Clovis Engineering Division proposes to replace the existing two lane bridge on Leonard Avenue over the Enterprise Canal with a new three box culvert bridge (see Figure 4) that can accommodate two traffic lanes in each direction, sidewalks and bike lanes on both sides, and a median island.

The proposed new bridge will be approximately 115 feet long; and, including project related improvements, the new bridge will be approximately 150 feet wide. See Figure 3 for Preliminary Site Plan.

Construction will include: removal of the existing bridge; clearing and grubbing; construction of the new bridge including grading; asphalt concrete paving; construction of wing walls; construction of barriers with tubular railing; canal channel lining; construction of concrete curbs and gutters and sidewalks; relocation and undergrounding of existing utilities; pavement striping and signage; installation of street lighting; modifications to existing residential drive approaches; new drive approaches for canal access; and additional paving on Leonard Avenue to accommodate two traffic lanes in both directions on the south side of the bridge.

After project completion, there will still be one traffic lane in each direction on Leonard Avenue north of the bridge; and south of the bridge on Leonard Avenue there will be two traffic lanes in each direction that taper to one lane near the bridge. The median island will be constructed sometime in the future.

The project is within the Loma Vista Specific Plan Area. The City of Clovis General Plan and the Loma Vista Specific Plan designate Leonard Avenue to ultimately be a four-lane arterial roadway with a 120-foot-wide right-of-way with Class II bike lane, sidewalks, and landscaping on both sides.

b. Other Facilities and Improvements

The City of Clovis provides water and sewer services within the project vicinity. The project would not require or involve the construction of new or expanded water or sewer facilities.

The Fresno Metropolitan Flood Control District (FMFCD) provides storm water management services within the Fresno-Clovis metropolitan area, including with the City of Clovis. The south-west side of Enterprise Canal within the project area is in FMFCD Drainage Area 3G; the north-east side is in the Pup Creek Enterprise Detention Basin.

The project shall conform to Fresno Irrigation District (FID) requirements as indicated in the FID letter dated November 4, 2016, and included in Appendix A of this Initial Study.

LAST UPDATED: 02/17/2017 ACCOUNT NUMBER: 99500-81126 SHEET DESCRIPTION
PRELIMINARY SITE PLAN
PROPOSED BOX CULVERT AT ENTERPRISE CAUAL CAPITAL PROJECTS

CONSTRUCTON MANAGEMENT

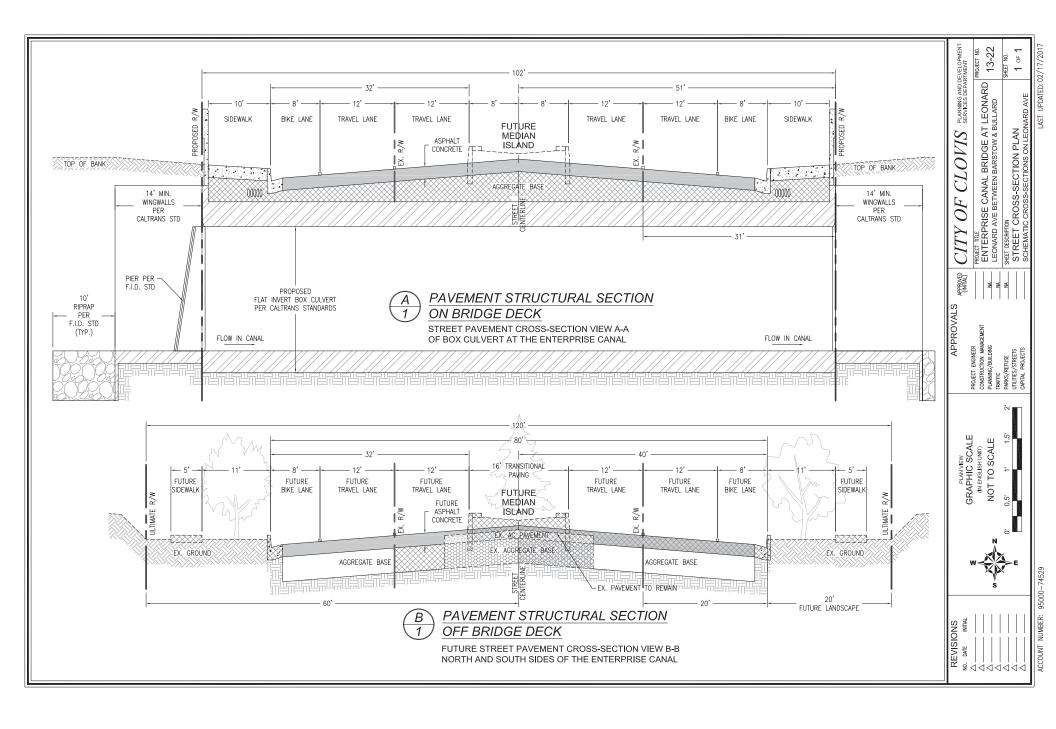
CONSTRUCTON MANAGEMENT

PLANGEMENT

CONSTRUCTON MANAGEMENT

PROJECT ENGINEER

PROJECT ENGINEER 101 ,09 d0، ON LEEL NO. LEONARD AVE BETWEEN BARSTOW & BULLARD ا... = ⊄0، 13-22 GRAPHIC SCALE (IN ENGLISH UNIT) CILLX OH CTONIS SERVICES DEPARTMENT APPROVED (INITIAL) **KEVISIONS** SJAVOЯЧЧА APN 554-030-12 5825 N. LEONARD (COUNTY OF FRESNO) STREET 10, SHOULDER WINGWALLS RIPRAPS AREA (SF) 8,061.15 5,854.02 19824.82 583.96 TABLE OF LAND ACQUISITION TRANSITIONAL TAPER TRAFFIC AT 50 MPH 554-030-218 554-030-43T 554-030-12 554-030-22S APN CLOVIS SURFACE WATER TREATMENT PLANT (SWTP) APN 554-030-43T 800 LEONARD AVENUE 400' FOR TONN NI MOZJ PROPERTY Ζ̈́ EXISTING PAVEMENT TO BE REMOVED FOR NEW PAVEMENT SECTION
LAND ACQUISITION REQUIRED FROM ADJACENT
PROPERTY PROPOSED ASPHALT CONCRETE PAVEMENT EXISTING EASEMENT PROPOSED STREET RIGHT OF WAY CENTER LINE OF PROPOSED BRIDGE PROPOSED TRAFFIC STRIPING EXISTING SECTION LINE
EXISTING STREET RIGHT OF WAY
EXISTING PROPERTY LINE TABLE OF LEGEND 16' MEDIAN ISLAND BY OTHERS (F) EX. PROPERTY LINE COLUMN ON CONC. PAD (TAR.)



Leonard Avenue Bridge Replacement Project

The project includes the undergrounding of existing overhead electrical and communications lines within the project area.

The project would not involve the addition or modification of facilities related to City of Clovis police, fire, solid waste collection, or parks and recreation services.

5. Actions Required to Implement Project

The City of Clovis must undertake the following actions in order to implement the project:

- a. Complete the California Environmental Quality Act process for the project. This would involve either the adoption of a Mitigated Negative Declaration for the project or the preparation of an Environmental Impact Report. Based on the results of this Initial Study, the City should consider the adoption of a Mitigated Negative Declaration for the project.
- b. Approve the project.
- c. Adopt and implement the Mitigation Monitoring and Reporting Program identified in Section F of this Initial Study.
- d. Secure approvals, permits, and agreements, as necessary, from agencies and utilities that are responsible for facilities the project would construct, modify, or otherwise affect within or near the proposed Leonard Avenue right-of-way.
- e. Acquire or obtain by dedication additional land where the existing public right-of-way is not sufficient to accommodate the proposed project.
- f. Retain a contractor (or contractors) to construct the project.

6. Project Schedule

Project construction is tentatively scheduled for the Fall/Winter of 2018-19 during the time that the Enterprise Canal will be dry.

7. Project Setting

a. Streets and Highways

Leonard Avenue is a north-south oriented street in the Fresno-Clovis metropolitan area. It extends from Bullard Avenue in the north to McKinley Avenue in the south. It is a two-lane arterial between Bullard Avenue and Ashlan Avenue, and a two-lane collector between Ashlan Avenue and McKinley Avenue. In the vicinity of the project area, Leonard Avenue is a rural two lane street that has a low traffic volume.

b. Land Use, Planning, and Zoning

The property on the east side of Leonard Avenue south of the bridge has recently been annexed to the City and has an approved tentative map for medium density residential development. The property on the east side of Leonard Avenue north of the bridge has also been annexed to the City of Clovis and has an approved tentative map for low density residential development. The property on the west side of Leonard Avenue south of the bridge is the location of the City of Clovis surface water treatment facility. The property on the west side of Leonard Avenue north of the bridge is not in the City and currently has a rural residence. The property northwest of the bridge is designated in the Loma Vista Specific Plan for future low density residential development.

Table A-3 describes the existing land uses, planned land uses, and zoning for the land within the project area:

TABLE A-3 Land Use, Planning, and Zoning along Leonard Avenue within the Project area							
Location	Existing Land Use	Clovis General Plan Land Use ^a	Existing Zoning				
West side of Leonard Ave. north of bridge	Single-family residence	L - Low Density Residential, OS - Open Space	AE20 ^c				
East side of Leonard Ave. north of bridge	Single-family residence with additional outbuildings	L - Low Density Residential, OS - Open Space	R-1 ^b				
West side of Leonard Ave. south of bridge	Clovis Surface Water Treatment Plant (SWTP)	P – Public/Quasi-Public Facilities	P-Fb				
East side of Leonard Ave. Single-family residence with additional outbuildings		M - Medium Density Residential	R-1 ^b				

Sources: Google Earth, City of Clovis Loma Vista Area Specific Plan & Zoning Ordinance, Odell Planning & Research

Low Density Residential (L): 2.1-4 du/ac; Conventional Single family detached houses.

Medium Density Residential (M): 4.1-7 du/ac; Detached and single family homes, patio homes, or zero lot line homes.

Open Space (OS): Active and passive open space opportunities along multi-use corridors, canals, large easements, and commercial recreational uses.

Single-Family Residential District (R-1): The R-1 District identifies areas appropriate for single-family uses, including attached and detached single-family structures.

Public Facility (P-F): The P-F District is applied to areas appropriate for a variety of public uses, including City Hall facilities, cemeteries, churches, corporate and maintenance yards, educational facilities, hospitals, libraries, meeting halls, police and fire, public parking facilities (e.g., lots/garages), rodeo grounds, and other public agency facilities which may require appropriate buffering from adjacent residential designations.

Exclusive Agriculture (AE20): The "AE" District is intended to be an exclusive district for agriculture and for those uses which are necessary and an integral part of the agricultural operation. This district is intended to protect the general welfare of the agricultural community from encroachments of non-related agricultural uses which by their nature would be injurious to the physical and economic well-being of the agricultural district. The minimum lot size is 20 acres.

8. Request for Comment

The City of Clovis distributed a CEQA Request for Comment for the project to agencies that may have an interest in the project. The Request for Comment provided an opportunity for the agencies to comment on the potential environmental effects of the project, including whether an Environmental Impact Report, Mitigated Negative Declaration, or Negative Declaration should be prepared for the project. The City also sent the Request for Comment to residents and property owners in the project vicinity. Appendix A presents a copy of the Request for Comment and the written responses received by the City.

9. Other Public Agencies Whose Approval is Required

Implementation of the project would require approvals from one public agency in addition to the City of Clovis. This agency is the Fresno irrigation District, which owns and operates the Enterprise Canal and must review and approval any plans that affect the canal.

^a City of Clovis Clovis General Plan:

^b City of Clovis Zoning Ordinance:

^c Fresno County Zoning Ordinance:

Leonard Avenue Bridge Replacement Project

B. Environmental Factors Potentially Affected

Based on the checklist in Section E, the project would have a less than significant impact on the environmental factors listed in the following table. Those factors that require mitigation to be incorporated into the project to be less than significant are noted with an "X".

TABLE B-1
Environmental Factors Potentially Affected

	Aesthetics		Agricultural and Forest Resources	Х	Air Quality		
X	Biological Resources	Х	Cultural Resources		Energy Resources		
	Geology and Soils		Greenhouse Gas Emissions		Hazards and Hazardous Materials		
	Hydrology and Water Quality		Land Use and Planning		Mineral Resources		
	Noise		Population and Housing		Public Services		
	Recreation		Transportation and Traffic		Tribal Cultural Resources		
	Utilities and Service Systems	X	Mandatory Findings of Significance				

C. Determination

Based on this Initial Study, I find that although the Leonard Avenue Bridge Replacement Project could have a significant effect on the environment, there will not be a significant effect in this case because the City of Clovis has incorporated into the project the mitigation measures presented in Section E. A Mitigated Negative Declaration will be prepared.

Signaturé

Ryan Burnett Managen

Print Name

D. Evaluation of Environmental Impacts

1. Tiering

The evaluation of environmental impacts in this Initial Study uses the tiering concept authorized under State CEQA Guidelines sec. 15152:

"Tiering" refers to using the analysis of general matters contained in a broader EIR (such as one prepared for a general plan or policy document) with later EIRs and negative declarations on narrower projects; incorporating by reference the general discussions from the broad EIR; and concentrating the later EIR or negative declaration solely on the issues specific to the later project.

The broader EIR upon which this Initial Study is tiered is the Final Environmental Impact Report for the Loma Vista Area Specific Plan. The Specific Plan EIR evaluates the impacts that would result from implementation of the specific plan, including the proposed major street system, which designates Leonard Avenue as an arterial street within and beyond the project area. The reader should refer to the Specific Plan EIR for information on impacts related to population and housing growth, increased transportation and circulation demands, degradation of air quality, loss of productive agricultural resources, and other impacts on environmental resources and conditions that would result from implementation of the plan.

Based on the tiering concept, this Initial Study focuses the evaluation of environmental impacts on the direct impacts that would result from replacing the Leonard Avenue bridge, including from the types and designs of proposed improvements, the types of equipment and activities involved in constructing the improvements, and the operational conditions that will result from replacing the Leonard Avenue bridge.

2. Evaluation

- a. The answers in the environmental checklist in Section E take into account the whole of the project, including off-site and on-site impacts, cumulative and project-level impacts, indirect and direct impacts, and construction and operational impacts.
- b. The checklist answers indicate the potential impact the project would have on an environmental resource or condition, as follows:
 - 1) "Potentially Significant Impact" means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project.
 - 2) "Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures in the project has reduced an environmental effect from "Potentially Significant" to "Less than Significant."
 - 3) "Less Than Significant" means the project would affect an environmental resource or condition but not to a degree that would be considered significant or require mitigation.
 - 4) "No Impact" means the project would have no effects on an environmental resource or condition, or the question does not apply to the project.
- c. Section I contains a list of the sources consulted for the Initial Study.

E. Environmental Checklist

1. Aesthetics

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?				✓
b. Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c. Substantially degrade the existing visual character or quality of the site and its surroundings?			✓	
d. Create a new source of light and glare that would adversely affect day or nighttime views in the area?			✓	

Checklist Discussion

- **a. & b. No Impact:** For the following reasons, the project would not have a substantial adverse effect on a scenic vista or substantially damage scenic resources within a state scenic highway.
 - 1) Leonard Avenue in the project vicinity is not a state- or locally-designated scenic highway.
 - 2) Major visual elements along Leonard Avenue in the project area include the partially developed street, rural homes and outbuildings, urban and rural landscaping, agricultural fields, and a water treatment facility. These visual elements are typical of areas undergoing urbanization in the Clovis area and, therefore, do not constitute unique scenic resources or vistas.

c. Less than Significant Impact:

1) Evaluation of the visual character of the project area is subjective. Changes to the site may be perceived by some viewers as pleasant since modern architecture would be developed. However, other viewers could consider these

- changes in the visual character of the project area a substantial negative aesthetic impact. The project would alter the visual appearance of the existing conditions, but would not degrade the visual character or quality.
- 2) Project construction activities would temporarily diminish the visual quality of the project area. For the following reasons, this impact would be less than significant.
 - a) The impact would be temporary.
 - b) The project contractor must comply with the City's Standard Specifications 4-13 and 5-21. Standard Specification 4-13, Interim Cleanup, in general, requires daily cleanup of the work site. Standard Specification 5-21, Final Cleanup, requires that the project contractor, upon completion of the project, clean all work areas of all debris, excess materials, temporary structures, and equipment.
- d. Less Than Significant Impact: The primary effect of the project on lighting would result from the addition of streetlights on the segments of Leonard Avenue where they do not exist. The increase in lighting would enhance nighttime security for residents and pedestrians in the area and provide safer driving conditions for motorist on Leonard Avenue. The City's Development Code Update (Article 3, Section 9.22.050) outlines performance standards related to light and glare to reduce impacts from new light sources. For these reasons the impact of adding streets lights would be less than significant.

2. Agriculture and Forest Resources

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non- agricultural use?				✓
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in the Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				✓
d. Result in the loss of forestland or conversion of forestland to non-forest use?				✓
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				✓

Checklist Discussion

- a., b., c., & d. No Impact: The project would have no impacts on agricultural or forestry resources. The reasons for these conclusions are as follows:
 - 1) The Important Farmland Map for Fresno County (2014) does not designate land any in the project area as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.
 - 2) The parcels within and adjoining the proposed Leonard Avenue right-of-way are not under Williamson Act contracts.

- 3) The City of Clovis does not apply zoning to public street right-of-way, including Leonard Avenue.
- 4) No forestry resources exist in the project vicinity.

3. Air Quality

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?			✓	
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		✓		
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?			✓	
d. Expose sensitive receptors to substantial pollutant concentrations?		✓		
e. Create objectionable odors affecting a substantial number of people?			✓	

Checklist Discussion

Entech Consulting Group prepared an Air quality and Greenhouse Gas Technical Memo for this project (March 2014). The analysis is included in this Initial Study as Appendix B. The conclusions of air quality analysis as they relate to questions a. – e., above, are as follows.

a. & c. Less Than Significant Impact:

The SJVAPCD has several AQMPs. Consistency with the AQMPs is typically determined by whether the project would increase the frequency or severity of violation of exiting air quality violations, contribute to new violations, or delay the timely attainment of air quality standards or interim reductions as specified in the AQMPs.

Based on the air quality emissions modeling contained in this report, with the implementation of identified mitigation measures, the air emissions associated with the proposed project would be below the applicable thresholds of significance. Thus, it is expected that there would be neither short-term construction impacts nor long-term operational impacts on air quality due to the proposed project, and implementation of the project would not contribute to the severity of existing air quality violations or create new ones.

The operational impact analysis is based on cumulative traffic conditions in the project area. As shown in that analysis, the proposed project would not result in violations of the state or federal ambient air quality standards. The proposed project would be consistent with the SJVAPCD's AQMPs, which are long-range air quality planning documents. Thus, the proposed project would have a less than significant impact on cumulative regional and local air quality.

b. Less Than Significant Impact with Mitigation Incorporated: During construction, the project would generate pollutants such as: hydrocarbons, oxides of nitrogen, carbon monoxide, and suspended PM. A major source of PM would be windblown dust generated during excavation, grading, hauling, and various other activities. The impacts of these activities would vary each day as construction progresses.

Construction activities during these phases of the project would include limited excavation, grading, hauling, and various

other activities needed to construct the project. These activities would generate short-term increases in particulate matter. Dust and odors at some residences very close to the right of way could probably cause occasional annoyance and complaints.

Since, the SJVAB is a serious nonattainment area for PM2.5 any addition to the current PM2.5 emission levels would be considered significant. Further, SJVAPCD was recently redesignated as attainment for PM10. In order to reduce PM2.5 emissions and maintain attainment status of the PM10 standard, SJVAPCD developed a qualitative approach that requires the implementation of effective and comprehensive control measures for reducing construction PM10 impacts. These control measures are also applicable for control and reducing PM2.5 construction impacts as well. Although, PM10 and PM2.5 emitted during construction can vary depending upon the activity, experience has shown that there are a number of feasible control measures that can be reasonably implemented to significantly reduce these emissions from construction activities. The SJVAPCD has determined that compliance with Regulation VIII and implementation of control measures provided in this regulation will constitute sufficient mitigation to reduce PM10 and PM2.5 impacts to a level considered less-than-significant.

Mitigation Measure AQ-1: The City of Clovis shall require that the selected contractor prepare and implement a project Construction Emission and Dust Control Plan prior to construction that complies with all policies of the City of Clovis General Plan and SJVAPCD rules and regulations.

- d. Less Than Significant Impact with Mitigation Incorporated: People that are more susceptible to air quality are young children, the elderly, and people with immune deficiencies. Land uses, such as schools, daycare facilities, hospitals, elderly care facilities, and other areas that are occupied by people susceptible to air quality pollutants are considered sensitive air quality receptors. There are no such sensitive air quality receptors within the project area; however, three rural single family residences are proximate to the project area. These residences would be protected by the implementation of Mitigation Measure AQ-1.
- e. Less Than Significant Impact: The operation of the project will not be a significant source of offensive orders. Any odors generated from the corridor after implementation of the project will be similar in nature to odors that would be generated from the corridor in the absence of the project. A site visit determined that there were no unusual or objectionable odors detected from nearby on-site or off-site land uses. Therefore, the project is not anticipated to cause or substantially contribute to odor impacts.

4. Biological Resources

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?		√		
b. Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				√
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓

d. Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?		√	
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			✓
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?			√

Checklist Discussion

a. Less than Significant Impact with Mitigation Incorporated: The Natural Environment Study prepared for this project indicate that no natural habitats will be adversely affected by project implementation. The Biological Study Area (BSA) is not occupied by any special-status species; no special-status species will be adversely affected by project implementation. The Enterprise Canal will not be adversely affected by project implementation because construction work will occur in the winter when no water is in the canal.

Five non-native trees may need to be removed for project implementation: one Chitalpa (Chitalpa sp.) tree with diameter of about 8 inches; and four Eucalyptus trees with diameters ranging from 15 to 60 inches. These trees are ornamental and are not protected under any tree ordinance or other regulations.

Special-status bird species were reported in databases (CNDDB and USFWS) in the vicinity of the BSA. Trees and utility poles within the BSA, and adjacent constitute suitable nesting habitat for various bird species. However, no nests were observed during the field survey. If construction activities are conducted during the nesting season, nesting birds could be directly impacted by tree removal and indirectly impacted by noise, vibration, and other construction related disturbance. Therefore, Project construction is considered a potentially significant adverse impact to nesting birds before mitigation.

Mitigation Measure BR-1: If construction activities will occur during the nesting season (usually March to September), a pre-construction survey for the presence of special-status bird species or any nesting bird species should be conducted by a qualified biologist within 500 feet of proposed construction areas. If active nests are identified in these areas, CDFW and/or USFWS should be consulted to develop measures to avoid "take" of active nests prior to the initiation of any construction activities. Avoidance measures may include establishment of a buffer zone using construction fencing or the postponement of vegetation removal until after the nesting season, or until after a qualified biologist has determined the young have fledged and are independent of the nest site. With the implementation of this mitigation measure, adverse impacts upon special-status bird species and nesting birds would be reduced.

- **b. No Impact:** The project site has not been identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U. S. Fish and Wildlife Service as encompassing any riparian habitat or other sensitive natural community. Therefore, the project would have no impacts on riparian habitat or other sensitive natural communities.
- **c. No impact:** No vernal pools or other isolated wetlands were detected within the BSA. The Enterprise Canal is not subject to federal jurisdiction under the Clean Water Act for various reasons: it is a manmade conveyance that terminates in agricultural fields; it has no direct connectivity with downstream jurisdictional waters; and it has not been claimed as jurisdictional in previous maintenance activities.
- **d.** Less than Significant Impact: The site does not appear to constitute a "movement corridor" for native wildlife that would attract wildlife to move through the site any more than the surrounding agricultural lands. The area, in general, is surrounded by residential development, which restricts access for wildlife. Therefore, the project would have a less than significant effect on regional wildlife movements.

- **e. No Impact:** The project appears consistent with relevant biological resources policies of the *Clovis General Plan.* Therefore, it would not conflict with local policies or ordinances protecting biological resources.
- **f. No Impact:** Research conducted for this Initial Study did not identify any local, regional, or state habitat conservation plans with which the project would conflict.

5. Cultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource as defined in State CEQA Guidelines §15064.5?				✓
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to State CEQA Guidelines §15064.5?		✓		
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		✓		
d. Disturb any human remains, including those interred outside of formal cemeteries?		✓		

Checklist Discussion

a. No Impact: The project will not cause substantial adverse change in the significance of an historical resource because the Historical Resources Evaluation Report prepared for this project determined no such resources exist in the project area.

"Two structures in the project's APE (Area of Potential Effect) were identified in this Historical Resources Evaluation Study. The current investigation evaluated a 200-foot segment of the Enterprise Canal (P-10-005934; CA-FRE-3564H) per the terms of Programmatic Agreement Stipulation VIII.C.2 and in accordance with CEQA Guidelines Section I5064.5 (a)(2}-(3), using criteria outlined in California Public Resources Code Section 5024.1. The status of the other structure, Bridge 42C0494, had been previously determined by Caltrans. The structures within the project's APE are not eligible for inclusion in the NRHP nor are they historical resources for the purposes of CEQA."

b., c., & d. Less Than Significant with Mitigation Incorporated: The Archaeological Survey prepared for this project encountered no archaeological material on the surface of the study area. Moreover, the findings of the field survey, records search, and archival research indicate a low potential for exposing intact buried archaeological remains during construction. The *Clovis General Plan EIR* identifies the project area as "low" or "undetermined" sensitivity for paleontological resources. Therefore, the area has the potential to contain significant nonrenewable paleontological resources.

Although no archaeological or paleontological resources, or human remains have been identified within the project area, the possibility exist that such resources or remains may be discovered during project site preparation, excavation, and grading activities. The following mitigation measure addresses resources discovered during grading and excavation activities.

Mitigation Measure CR-1: Should any potentially significant cultural or fossil resources be discovered, no further grading shall occur in the area of the discovery until the Planning Director concurs in writing that adequate provisions are in place to protect these resources. Unanticipated discoveries shall be evaluated for significance by certified professional archaeologist or paleontologist that meets the Secretary of the Interior's Professional Qualifications Standards. If significance criteria are met, then the project shall be required to perform data recovery, professional identification, radiocarbon dates as applicable, and other special studies; curate materials with a recognized scientific or educational repository; and provide a comprehensive final report.

Mitigation Measure CR-2: If human remains are unearthed during excavation and/or construction activities, all activity shall cease immediately. No further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98(a). If the remains are determined to be of Native American descent, the coroner shall within 24 hours notify the Native American Heritage Commission (NAHC). The NAHC shall then contact the most likely descendent of the deceased Native American, who shall then serve as the consultant on how to proceed with the remains. Pursuant to PRC Section 5097.98(b), upon the discovery of Native American remains, the District shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located is not damaged or disturbed by further development activity until the District has discussed and conferred with the most likely descendants regarding their recommendations.

Mitigation Measure CR-3: Prior to any ground disturbing construction activity, the Table Mountain tribe shall be contacted to arrange for Tribal Monitor spot checking, at no cost to the City of Clovis.

6. Energy Resources

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
 a. Result in the wasteful, inefficient, and unnecessary consumption of energy? 			✓	
b. Result in substantial adverse physical impacts associated with the provision of new or physically altered natural gas or electric facilities or need for new or physically altered natural gas or electric facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable levels of service?			✓	

Checklist Discussion

- **a. Less Than Significant Impact:** Energy would be consumed to construct and maintain the proposed improvements to the bridge and Leonard Avenue. The consumption of energy for these purposes would be consistent with the objective of the general plan to provide for an efficient street system with Leonard Avenue as an arterial street. Therefore, the energy used for the project would not be wasteful, inefficient, or unnecessary.
- **b.** Less Than Significant Impact: The project includes the undergrounding of electrical lines within the project area. This Initial Study addresses the physical impacts that would result from undergrounding the electrical lines as part of the overall evaluation of construction-related impacts associated with the project.

The project does not involve the construction of new natural gas facilities or relocation of existing gas facilities.

7. Geology and Soils

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist- Priolo Earthquake Fault Zoning Map issued			✓	

by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.		
(ii) Strong seismic ground shaking?	✓	
(iii) Seismic-related ground failure, including liquefaction?	✓	
(iv) Landslides?	✓	
b. Result in substantial soil erosion or the loss of topsoil?	✓	
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	√	
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	✓	
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?		✓

Checklist Discussion

- **a., c., & d. Less Than Significant Impact:** Based on information in the *Loma Vista Area Specific Plan* Draft EIR, the potential for the project to expose people or structures to substantial adverse effects related to seismic, geologic, or soils conditions would be less than significant (5-236). The Draft EIR addresses the conditions on the pages listed below:
 - 1) Risk of loss, injury, or death involving an earthquake fault, strong seismic ground shaking, or seismic-related ground failure, including liquefaction (5-230)
 - 2) Seismically-induced settlement (5-234)
 - 3) Subsidence (5-234)
 - 4) Landslides and avalanches (5-235)
 - 5) Expansive soils (5-235)
 - 6) Slope stability and erosion (5-235)
 - 7) Unstable geologic unit or soil (5-234 & 5).
- **b.** Less Than Significant Impact: The potential for the project to result in wind- or water-related soil erosion or loss of topsoil would be greatest during clearing, grubbing, and grading activities. Based on the following information, the potential for substantial erosion would be less than significant:
 - 1) The project must comply with San Joaquin Valley Air Pollution Control District Regulation VIII, the purpose of which is to reduce ambient concentrations of fine particulate matter (PM10) by requiring actions to prevent, reduce, or mitigate anthropogenic fugitive dust emissions. Included under Regulation VIII are rules related to construction, demolition, extraction, and earthmoving activities; bulk materials; carryout and trackout; paved and unpaved roads; unpaved vehicle/equipment traffic areas; and agricultural sources.
 - 2) The project must comply with National Pollutant Discharge Elimination System (NPDES) permit requirements, which require the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP is a site-specific plan designed to control the discharge of pollutants from construction sites to local storm drains and waterways.
 - 3) The project must comply with the *City of Clovis Standard Specifications*, which include soil erosion prevention measures in addition to those required under SJVAPCD Regulation VIII and the NPDES permit requirements.
- **e. No Impact:** The project does not involve the use of septic tanks or alternative wastewater disposal systems. Therefore, no impact would occur.

8. Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
b. Conflict with any applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?			✓	

Checklist Discussion

Entech Consulting Group prepared an Air quality and Greenhouse Gas Technical Memo for the project (March 2014). The analysis is included in this Initial Study as Appendix B. The conclusions of air quality analysis as they relate to questions a. – b., above, are as follows.

a. & b. Less Than Significant Impact:

The construction of the proposed project would generate short-term emissions of greenhouse gases. The SMAQMD's Roadway Construction Emissions Model was utilized to estimate CO2 emissions from the construction of the proposed project, as shown in Table 5-4. The CO2 emissions were then multiplied by their GWP of 1 to determine the metric tons of CO2e emissions generated by the construction of the proposed project.

Amortizing construction emissions over a 30-year period to account for their contribution to project lifetime greenhouse gas emissions. If emissions are amortized over a 30-year period, estimated construction emissions would be 30 and 67 MT of CO2e per year, for construction Phases I and 2, respectively. These emissions added with the operational emissions remain well below the CEQ presumptive threshold of 25,000 MTCO2e. Construction emissions would therefore have a less than cumulatively contribution to global climate change impacts.

While the project will result in a slight increase in greenhouse gas emissions during construction, it is anticipated that the project will not result in any increase in operational greenhouse gas emissions. No specific greenhouse gas thresholds have been established for transportation projects. In the absence of further regulatory or scientific information related to greenhouse gas emissions and California Environmental Quality Act significance, the CEQ threshold presumptive threshold of 25,000 MTCO2e was used to make a significance determination regarding the project's direct impact, its contribution on the cumulative scale to climate change and to provide a comparison of the order of magnitude of project generated emissions. The EMFAC2011 model was used to estimate CO2 emissions for the existing and future No Build and Build conditions. The increases in CO2e emissions between project years, 2015 and 2035, are attributable to increases in daily traffic volumes. However, greenhouse gas emissions do not change from No Build to Build for each project year. Further, CO2e emissions for all project years Existing, No Build and Build are far below the Council of Environmental Quality (CEQ) presumptive threshold of 25,000 MTCO2e. Therefore, the operation of the project does not cause a significant impact to global climate change. Because the project will result in a less-than-significant increase of CO2 emissions, it is not in conflict with any GHG reducing plans, policies, or regulations.

9. Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓	
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?			✓	
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				✓
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✓
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				✓
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				✓
g. Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?				√
h. Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				✓

Checklist Discussion:

a. & b. Less Than Significant Impact: California Health and Safety Code section 25501(o) defines hazardous material as:

...any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment.

Project construction activities would involve the transport, use, and disposal of hazardous materials. Examples include asphalt (petroleum hydrocarbons), gasoline (petroleum hydrocarbons), and portland cement (calcium and aluminum

silicates). For the following reasons, the use of hazardous materials during construction would not create a significant hazard to the public or the environment:

- 1) The City of Clovis Engineering Division will require the project contractors to transport, use, and dispose of hazardous materials following labeled directions and applicable government local, regional, state, and federal regulations.
- 2) The following sections in the City's Standard Specifications provide for the safe use of hazardous materials:
 - a) 6-2 Storage and Protection of Materials (32)
 - b) 6-12 Materials Hauling (36)
 - c) 7-1 Laws to be Observed (37)
 - d) 7-6 Air Pollution Control (45)
 - e) 7-7 Water Pollution Prevention (45)
 - f) 7-8 Use of Pesticides (47)
 - g) 7-11 Sanitary Regulations (48)
 - h) 7-13 Worker Protection from Toxic or Explosive Gases; Confined Spaces Entry (49)
 - i) 10-1 Dust Control (74)
 - j) 20-1.06 Weed Control (117)

Automobiles and trucks currently transport hazardous materials on Leonard Avenue through the project area. The proposed project would not alter this existing condition, but would make the road safer and more efficient for existing and future traffic carrying the materials. Therefore, the impact would be less than significant.

- **c. No Impact:** Based on a review of Google Earth aerial photography, and the *Clovis General Plan*, there are no existing or proposed schools within one-quarter mile of the project site.
- **d. No Impact:** Based on a review of the California Department of Toxic Substance Control's website "Envirostor", the project area is not on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Therefore, no impact would occur.
- **e.** and **f.** No Impact: Based on a review of recent Google Earth aerial photography, the Federal Aviation Administration San Francisco Sectional Aeronautical Chart, the *Clovis General Plan EIR*, and the *Fresno Yosemite International Airport Compatibility Land Use Plan*, the project area is not within an airport land use plan or within two nautical miles of a public airport, public use airport, or private airstrip. Therefore, no impact would occur.
- **g. No Impact:** Research conducted for this Initial Study did not identify any emergency response plans or emergency evacuation plans with which the project could impair or cause interference. Therefore, no impact would occur.
- **h. No Impact:** The *Glossary of Wildland Fire Terminology* defines wildland fires as "non-structure fires that occur in areas in which development is essentially non-existent, except for roads, railroads, powerlines, and similar transportation facilities. Structures, if any, are widely scattered." Based on this definition and the extent of existing urban development in the project vicinity, the project area is not a wildland area. Therefore, no impact would occur.

10. Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements?				✓
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing			✓	

nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?		
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?	~	
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate of surface runoff in a manner that would result in flooding on- or off- site?	~	
e. Create or contribute runoff that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	✓	
f. Otherwise substantially degrade water quality?	✓	
g. Place housing within a 100-year floodplain, as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?		✓
h. Place within a 100-year flood hazard area structures that would impede or redirect flood flows?		✓
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?		✓
j. Inundation by seiche, tsunami, or mudflow?		✓

Checklist Discussion:

- **a. No Impact:** The City of Clovis provides water and wastewater services to all users within its jurisdiction. According to City staff, the project would not result in a violation of water quality standards or waste discharge requirements. Therefore, no impact would occur. (Burnett)
- **b.** Less Than Significant Impact: The project would use water during the construction phase for making concrete, dust suppression, and other purposes. According to City staff, the impact of the project on groundwater supplies and groundwater levels would be less than significant. (Burnett)
- **c.**, **d.**, **e.**, **& f.** Less Than Significant Impact: The potential for the project to result in the subject impacts would be less than significant. The reasons for this conclusion are as follows:
 - 1) The topography is generally level and no natural streams, rivers, or drainage courses are near the area. The elevated banks of the Enterprise Canal prevent drainage from adjoining land into the canal. The project area and adjoining undeveloped land do not exhibit any drainage features or characteristics that would result in substantial erosion or siltation or substantially increase the rate of runoff without or with the project.
 - 2) As described in the *Loma Vista Specific Plan* Draft EIR, "During construction, portions of the project area would be cleared of vegetation in preparation for grading, which would expose loose soil to potential wind and water erosion." To avoid the degradation of water quality, the City (or the project contractor) would be required to prepare a storm water pollution prevention plan (SWPPP) prior to construction, the purpose of would be to identify, construct, and implement measures that would control water quality impacts from construction activities to less than significant levels (5-105).
 - 3) Stormwater drainage improvements must be designed and constructed in accordance with the requirements and

- specifications of the Fresno Metropolitan Flood Control District.
- 4) In addition to the above, the City of Clovis Standard Specifications contain requirements for:
 - a) 5-16 Maintaining Drainage (26)
 - b) 7-7 Water Pollution Prevention (45)
 - c) 7-7(A)4 Site Stabilization (47)
 - d) 10-1 Dust Control (74)
- **g. & h. No Impact:** The project does not involve the development of housing, and the project area is near, but not within a FEMA-designated 100-year floodplain.
- **i. No impact:** The project would not expose people and structures to a significant risk of loss, injury, or death involving flooding because it is not within a flood hazard area or within an area that would be subject to flooding as a result of the failure or a dam or levee.
- **j. No Impact:** The project area is not near any water bodies, slopes, or soils that could result in inundation of the site by a seiche, tsunami, or mudflow. (USGS) Therefore, no impact would occur.

11. Land Use and Planning

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?				✓
b. Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				✓
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?				✓

Checklist Discussion

- **a. No Impact:** The project has no design, construction, or operational characteristics that would physically divide Clovis. Instead, widening the Leonard Avenue bridge would improve the physical cohesiveness of the community by providing safer bicycle and pedestrian access within the community. Therefore, no impact would occur.
- **b. No Impact:** The project would not conflict with any adopted land use plan, policy, or regulation adopted by the City of Clovis. The *Clovis General Plan* and the *Loma Vista Specific Plan* designate Leonard Avenue as an arterial street within the project area. The project would implement the general plan designation by widening the bridge to conform to the City's arterial street standard.
- **c. No Impact:** The City of Clovis has not adopted any habitat conservation plans or natural communities' conservation plans that apply to the project area. Therefore, no impact would occur.

12. Mineral Resources

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				✓

Checklist Discussion

a. & b. No Impact: No known mineral resources exist within the project area, and the *Clovis General Plan* and the *Loma Vista Specific Plan* do not designate the project area as a locally important mineral resource recovery site. Therefore, no impact would occur.

13. Noise

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			✓	
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			✓	
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
e. For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				√
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				✓

Checklist Discussion

WJV Acoustics, Inc. evaluated the potential noise- and vibration-related impacts of the project for this Initial Study. The *Environmental Noise Assessment* (August 11, 2015) prepared by WJV Acoustics is presented in Appendix G. The following information and conclusions are summarized from the analysis. (Abbreviations used in the summary include: dB - decibels, dBA - A-weighted decibels, CNEL – community noise equivalent level, and Leq – energy equivalent sound level.)

a. & c. Less Than Significant Impact: Existing and future (2035) traffic noise exposure for the roadways bordering the project site are provided in Table 5.12-7 of the City of Clovis General Plan and Development Code. According to the project traffic engineer, the project would not result in an increase in vehicle trips on the roadways in the project vicinity; therefore, there would be no difference in daily traffic volumes between with project and without project scenarios. However, in the immediate vicinity of the project site, the project would result in a slight change in roadway alignments.

To assess traffic noise exposure along Leonard Avenue, in the immediate vicinity of the project, WJVA utilized the FHWA Traffic Noise Model Version 2.5 (TNM 2.5). TNM 2.5 is a computer model based on two FHWA reports: FHWA-PD-96-009 and FHWA-PD-96-010 (FHWA 1998a, 1998b). Key inputs to the traffic noise model were the locations of roadways, shielding features (e.g., topography and buildings), noise barriers, ground type, and receivers. The model was utilized to determine if the changes in roadway configurations of the lane transitions would result in any project-related noise impacts to nearby noise-sensitive land uses.

The criteria for a significant noise impact are: 1) the project causes exterior noise exposure to exceed 65 dB CNEL in noise-sensitive locations; or 2) there is a significant increase in noise levels due to the project, as defined by Table II in Appendix G.

WJVA analyzed five (5) receiver locations in the immediate vicinity of the project site. The receiver locations were existing residential land uses. As previously described, according to the project traffic engineer, the project would not result in any increased vehicle trips on roadways in the project vicinity. However, the alterations in roadway alignment would be expected to result in an increase in project-related noise exposure of between 0 dB and 1.3 dB at the analyzed receiver locations. The 2035 project traffic noise exposure would be in the range of 47-56 dB CNEL at the analyzed receiver locations. This is not considered a significant impact, nor does the project result in a noise exposure to exceed 65 dB CNEL at any of the receiver locations. It should be noted, the traffic noise exposure along East Bullard Avenue in the vicinity of the project is expected to exceed City's 65 dB CNEL standard for future (2035) conditions. However, this exceedance is not a result of the project, and is expected to occur with or without the implementation of the project. Therefore, no project-related traffic noise impacts would result from the project. No mitigation is required.

- **b.** Less than Significant Impact: The dominant sources of man-made vibration are sonic booms, blasting, pile driving, pavement breaking, demolition, diesel locomotives, and rail-car coupling. None of these sources are anticipated from the project site. Vibration from construction activities could be detected at the closest sensitive land uses, especially during movements by heavy equipment or loaded trucks and during some paving activities. The closest existing residences to the project site are located approximately 200 feet from the bridge location. The vibrations levels resulting from this project are below the thresholds for annoyance potential and damaged potential. Therefore, no mitigation is required.
- d. Less Than Significant Impact: Construction noise could occur at various locations within and near the project site through the construction period. Construction activities would be temporary in nature and would most likely occur only during the daytime hours. Construction noise could result in annoyance or sleep disruption for nearby residents if nighttime operations were to occur or if equipment is not properly muffled or maintained. Construction noise would not be considered a significant impact if project-related construction activities comply with the City's construction noise ordinance, which limits construction hours to between 7:00 a.m. and 7:00 p.m. Monday through Friday and between 9:00 a.m. and 5:00 p.m. on Saturday and Sunday. Additionally, from June 1st through September 15th, permitted construction activity may commence after 6:00 a.m. Monday through Friday. In addition, all construction equipment should be equipped with adequate mufflers and be properly maintained. No mitigation is required.
- **e. & f. No Impact:** The project area is not within an airport land use plan area and is not within two miles of a public airport or within the vicinity of a private airstrip. Therefore, no impact would occur.

14. Population and Housing

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial population growth either in an area, directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			✓	
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓

Checklist Discussion

a. Less Than Significant Impact: The project would not induce substantial population growth in the area, either directly or indirectly. It does not involve the construction of new housing. The project would generate temporary construction-related jobs, most of which would be filled by workers already residing in Fresno-Clovis area.

The project involves widening a bridge to accommodate future road widening, but not the construction of a new road. While future widening would facilitate the safe and efficient movement of additional traffic on Leonard Avenue, it would not induce substantial growth. The City of Clovis has planned the Loma Vista area for urban development and, as part of this planning, had determined that Leonard Avenue should be an arterial street to accommodate the development. Therefore, no impact would occur.

b. & c. No Impact: No houses exist within the project area, including the land the City would obtain for additional street right-of-way. Therefore, no impact would occur.

15. Public Services

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities or need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Fire Protection?				✓
b. Police Protection?				✓
c. Schools?				✓
d. Parks?				√
e. Other public facilities?				√

Checklist Discussion

- **a., b. & d. No Impact:** The City of Clovis provides fire protection, police protection, and park services within its corporate limits. The project has no design, construction, or operational characteristics that would result in a need for new or physically altered City fire protection, police protection, or park facilities or services. Therefore, no impact would occur.
- **c. No Impact:** The Clovis Unified School District provides public school services in the project vicinity. The project has no design, construction, or operational characteristics that would result in the need for new or physically altered school facilities. Therefore, no impact would occur.
- **e. No Impact:** The project would not result in a need for the alteration of any existing government facilities or the construction of new government facilities other than those related to replacing the Leonard Avenue bridge as described in Section A. The impacts of the replacement are the subject of this Initial Study and are addressed throughout the document. Therefore, no impact would occur.

16. Recreation

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
b. Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?				✓

Checklist Discussion

a. & b. No Impact: The project does not have any design, construction, or operational characteristics that would increase the use of parks or other recreation facilities. Moreover, it does not involve the construction of new recreation facilities or expansion of existing facilities. Therefore, no impact would occur.

17. Transportation/Traffic

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				√
b. Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				✓

c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	✓
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	✓
e. Result in inadequate emergency access?	✓
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	✓

Checklist Discussion

- **a. No Impact**: The project would not conflict with the *Clovis General Plan* or the *Loma Vista Specific Plan*. The two plans establish the City's objectives and policies for the performance of the circulation and transportation system. The plans address the streets and highways circulation system, public transit, pedestrian paths, and bicycle paths. Both plans designate Leonard Avenue as an arterial street. Therefore, no impact would result because the proposed replacement bridge will allow for the future development of Leonard Avenue as an arterial street, which would be consistent with the plans.
- b. No Impact: The City of Clovis has not adopted a congestion management plan. Therefore, no impact would occur.
- **c. No Impact:** The Project would have no physical or operational characteristics related to airports or air traffic, including but not limited to changing air traffic patterns or increasing air traffic levels. The project area is about four and a half miles from the nearest airport (Fresno-Yosemite International) and is not within an area encompassed by an airport land use plan. Therefore, no impact would occur.
- **d. & e. No Impact:** The Project would eliminate traffic hazards posed by the existing bridge and would allow safer movement of all transportation modes, including emergency vehicles, through the area. Therefore, no impact would occur.
- **f. No Impact:** The *Clovis General Plan* and the *Loma Vista Area Specific Plan* designate Leonard Avenue as an arterial street. The improvements proposed for the project include bicycle lanes and sidewalks. Development of these facilities would enhance the safety of pedestrians and bicyclists and would comply with the City's adopted policies, plans, or programs for these facilities. Therefore, no impact would occur.

18. Tribal Cultural Resources

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?			√	
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c)			✓	

of Public Resource Code Section 5024.1, the lead agency shall		
consider the significance of the resource to a California Native		
American tribe?		

a. & b. Less than significant impact: The project would have a less than significant impact on tribal cultural resources. In accordance with AB 52, potentially affected tribes were formally notified of this project and were given the opportunity to request consultation on the project. No request for consultation was received. In addition, the Archaeological Survey Report prepared for the Project (Appendix E) provided the following information: (1) a sacred lands inventory search performed by the NAHC did not identify any sacred sites within or adjacent to the study area; and (2) the various tribes contacted in accordance with the NAHC tribal list did not provide any comments indicating that tribal cultural resources exist on or near the project site or would be affected by the project.

19. Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				✓
b. Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				√
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
e. Result in a determination by the wastewater treatment provider that services or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				√
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			✓	
g. Comply with federal, state, and local statutes and regulations related to solid waste?			✓	

Checklist Discussion

a. No Impact: The Leonard Avenue bridge would not generate wastewater and, therefore, the project does not have the potential to exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board. No impact would occur.

The management of wastewater during construction would be subject to Section 5, Control of Work; Section 7-11, Sanitary Regulations; and Section 64, Sanitary Sewer Facilities in the City's Standard Specifications. The requirements of these

sections would reduce the potential of any impact to an insignificant level.

- **b. & e. No Impact:** The project does not include or require the construction of new water or wastewater treatment facilities or the expansion of existing facilities. Therefore, no impact would occur.
- c. Less than Significant Impact: The Fresno Metropolitan Flood Control District was provided with a Request for Preliminary Comment for the project and the City received no response from FMFCD indicating that this project would have a potentially significant impact related to stormwater drainage. Any new stormwater drainage improvements would be designed and constructed in accordance with the requirements and specifications of the Fresno Metropolitan Flood Control District. Therefore, any impact would be less than significant.
- **d. Less Than Significant Impact:** The project would use water during the construction phase. According to the City of Clovis Engineering Division, the City's water supply system has a sufficient supply of water available to serve the project from existing entitlements and resources. No new or expanded entitlements would be required. Therefore, this impact would be less than significant. (Burnett)
- **f. & g. Less Than Significant Impact:** According to the City of Clovis Engineering Division, the concrete waste from the demolition of the existing bridge will be recycled by the contractor. The landfill that serves the project has sufficient permitted capacity to accommodate the remaining solid waste disposal needs and complies with federal, state, and local statutes and regulations related to solid waste. (Burnett)

20. Mandatory Findings of Significance

Would the project:	Potentially Significant Impact	Less Than Significant Impact with Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?		✓		
b. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)				✓
c. Have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?			✓	

Checklist Discussion

a. Less than Significant Impact with Mitigation Incorporated: Because the City has incorporated into the project Mitigation Measure BR-1, related to biological resources, and Mitigation Measures CR-1 and CR-2 related to cultural resources, the project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant, or eliminate important examples of the major periods of California history or prehistory. This conclusion reflects the research and analysis presented in Section E, 4, Biological Resources, and Section E, 5, Cultural Resources.

- **b. No Impact:** The project would not have impacts that are individually limited but cumulatively considerable. The City is proposing to improve the Leonard Avenue bridge to improve safety and allow for the future development of Leonard Avenue as an arterial street as part of its efforts to implement the *Clovis General Plan* and the *Loma Vista Area Specific Plan*. Based on the information and analysis in Section E, 1-19, the project would not have any cumulatively considerable impacts.
- c. Less than Significant Impact: With the implementation of Mitigation Measure AQ-1, related to air quality, the project would not have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly. This conclusion reflects the research and analyses conducted for this Initial Study and reported in Section E, 1-19

F. Mitigation Monitoring and Reporting Program

1. Purpose

The City of Clovis has prepared this Mitigation Monitoring and Reporting Program to comply with Section 15097 of the State CEQA Guidelines. The purpose for the Mitigation Monitoring and Reporting Program is to ensure implementation of the mitigation measures identified in this Initial Study

2. Lead Agency and Responsible Agency

The City of Clovis will undertake the project and is the Lead Agency for the project. The City is responsible for the implementation of all mitigation measures identified in this Initial Study.

3. Mitigation Monitoring and Reporting Coordinator

The City Engineer or his designee shall act as the Project Mitigation Reporting Coordinator ("Coordinator").

4. Monitoring and Reporting Procedures for Design-, Site Clearing-, and Construction Mitigation Measures

- a. The Coordinator shall provide a copy of all project design-, site clearing- and construction-related mitigation measures to the project engineer and contractor for incorporation in the project plans, construction specifications, permits, and contracts, as appropriate.
- b. Prior to award of bid, the Coordinator shall determine that all project design-, site clearing- and construction-related mitigation measures have been incorporated in the project plans, construction specifications, permits, and contracts, as appropriate.
- c. During construction, the Coordinator, through the construction management team, shall inspect the project area regularly to ensure all work complies with the mitigation measures. If a discrepancy is not resolved within a reasonable time, the City Engineer may order work to cease until the discrepancy is resolved.
- d. Prior to the City of Clovis accepting the project improvements, the City Engineer shall certify that the project incorporates all project design and construction-related mitigation measures.

5. Monitoring and Reporting Procedures for Operational- and Maintenance-Related Mitigation Measures

There are no operations-related mitigation measures.

G. Names of Persons Who Prepared or Participated in the Initial Study/Environmental Checklist

1. Lead Agency

City of Clovis

Ryan Burnett, AICP, Management Analyst City of Clovis Planning and Development Services Department, Engineering Division

Telephone: (559) 324-2350

Telephone: (559) 324-2350 Email: RyanB@ci.clovis.ca.us

2. Initial Study/Environmental Checklist Consultant:

Odell Planning & Research, Inc.

49346 Road 426, Suite 2 Oakhurst, California 93644 Telephone: (559) 472-7167

Contacts:

Scott B. Odell, AICP, Principal and Project Manager

E-mail: scott@odellplanning.com Nicole Hoke, Associate Planner E-mail: nicole@odellplanning.com

H. Sources Consulted

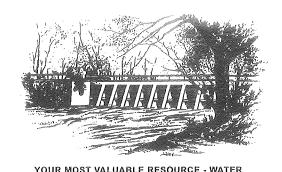
The following table lists the documents and individuals consulted in preparing this Initial Study. The table also lists the locations where the documents are available for public review.

Sources Consulted		
Documents	Location ^a	
Applied EarthWorks, Inc. Archaeological Survey Report for Leonard Avenue Bridge Replacement Project, City of Clovis, Fresno County, California (2014)	Appendix D	
Applied EarthWorks, Inc. Historical Resources Evaluation Report for Leonard Avenue Bridge Replacement Project, City of Clovis, Fresno County, California (2014)	Appendix E	
California Department of Conservation. Fresno County Important Farmland Map (2014)	www	
California Department of Conservation. Fresno County Williamson Act Map (2015)	www	
California Department of Toxic Substance Control. Envirostor	www	
City of Clovis. Clovis Municipal Code, Title 9 (July 18, 2016)	www	
City of Clovis. Water Quality Assessment Report for the Enterprise Canal Bridge at Leonard Project in the City of Clovis, Fresno County (February 10, 2015)	Appendix F	
City of Clovis Engineering Division. City of Clovis Standard Specifications (October 1, 2012)	www	

Sources Consulted		
City of Clovis and The Planning Center. City of Clovis Southeast Urban Center Specific Plan [Renamed: Loma Vista Area Specific Plan] (March 2003)	www	
City of Clovis and The Planning Center. Volume 1: Southeast Urban Center Specific Plan Draft Environmental Impact Report (December 2002)	www	
Entech Consulting Group. Air Quality and Greenhouse Gas Technical Memo for Bridge Replacement on Leonard Avenue over Enterprise Canal (March 2014)	Appendix B	
Federal Aviation Administration. San Francisco Sectional Aeronautical Chart, 97st Edition (Effective August 18, 2016 to March 2, 2017)	www	
Federal Emergency Management Agency. <i>National Flood Hazard Layer Panel 0619C1585H</i> . (Effective 2/18/2009)	www	
Fresno County. Ordinance Code of the County of Fresno, Part VII Land Use Regulations and Planning, Division VI Zoning Division (Dec 6, 2011)	www	
Natural Investigations Company, Inc. Natural Environment Study for Leonard Avenue and Enterprise Canal Fresno County, CA City of Clovis. (April 2015)	Appendix C	
Google Earth. Aerial photography accessed throughout Initial Study preparation.	www	
Peters Engineering Group. Traffic Analyses – Bridge Replacement – Leonard Avenue Over the Enterprise Canal, Clovis, California (February 25, 2014)	Appendix H	
Placeworks. City of Clovis General Plan (August 25, 2014)	www	
Placeworks. City of Clovis General Plan and Development Code Update Draft PEIR (August 2014)	www	
United States Department of the Interior Geological Survey. Clovis Quadrangle, California, 7.5 Series Topographic Map	www	
WJV Acoustics, Inc. Environmental Noise Assessment for Proposed Leonard Avenue Bridge Replacement Clovis, California (August 11, 2015)	Appendix G	
^a Location where document is available for public review: www: World Wide Web		
Individuals Consulted		
Ryan Burnett, AICP, Management Analyst, City of Clovis, Planning and Development Services Department, Engineering Division		

Appendix A

Request For Comment and Written Responses



LIRRESTAO LA LIRRESTA O LA LIRRESTA DE LIRRESTA O LA LIRRESTA DE LIRRESTA O LA LIRRESTA DELLA LIRRESTA LIRRESTA DELLA LIRRESTA LIRRESTA LIRRESTA LIRRESTA DELL

TELEPHONE (559) 233-7161 FAX (559) 233-8227 2907 S. MAPLE AVENUE FRESNO, CALIFORNIA 93725-2208

November 4, 2016

Mr. Ryan Burnett City of Clovis Department of Public Works 1033 Fifth Street Clovis, CA 93612

Re:

City of Clovis – Bridge Replacement project Along Leonard Avenue south of Bullard Avenue FID's Enterprise Canal No. 109

Dear Mr. Burnett:

The Fresno Irrigation District (FID) is reviewing the City of Clovis bridge replacement project along Leonard Avenue crossing FID's Enterprise Canal No. 109. The bridge is located approximately 850 feet south of Bullard Avenue. The construction of the bridge is tentatively scheduled for the Fall/Winter of 2018/2019. The existing two lane bridge will be replaced with a three box culvert bridge that can accommodate two traffic lanes in each direction. The new bridge will be approximately 115 feet long and 150 feet wide. FID has the following comments and requirements:

GENERAL COMMENTS

- 1. FID's Enterprise Canal is located within the scope of work as shown on the attached FID exhibit map and will be impacted by the proposed project. This facility is used to deliver water to agricultural users and to the City of Clovis' surface water treatment facility.
- FID's design guidelines for bridges/box culvert structures are attached for your reference. In addition, FID has several comments and clarifications which are listed below.
- 3. FID will require its standard notes be placed on the plans. Please see the attached general notes for FID open canal plans.
- 4. FID will require its water routing notes specific to the Enterprise Canal be placed on the plans or specifications. Notes will be provided during plan review.

Mr. Ryan Burnett Re: Enterprise Canal Bridge on Leonard Avenue November 2, 2016 Page 2 of 5

- 5. FID requires it review, approve and be made a party to signing all Improvement Plans related to the proposed bridge project.
- 6. Construction within the Enterprise Canal will only be allowed/permitted on or near (above or below) FID's facilities during the month of November. The Enterprise Canal typically conveys water 11 months out of the year. If the City desires to shut down the Enterprise Canal beyond the month of November, the City will need to coordinate with the non-irrigation water users such as the City of Fresno and Clovis.
- 7. FID requires it review, approve and be made a party to signing all other improvement plans which affect its property/easements and canal/pipeline facilities including but not limited to Sewer and Water, FMFCD, Street, Landscaping, Dry Utilities, and all other utilities.
- 8. As with most bridge projects, there will be considerable time and effort required of FID's staff to plan, coordinate, engineer, review plans, prepare agreements, and inspect the project. FID's cost for associated plan review will vary and will be determined at the time of the plan review.

FACILITY SPECIFIC INFORMATION, COMMENTS & CONDITIONS

Enterprise Canal No. 109

Existing Facilities: Large open channel with maintenance drive banks on both

sides.

Location of crossing: Along Leonard Avenue south of Bullard Avenue

Easement: Approximately 80-feet wide (40-feet canal with 20-feet drive

banks on both sides).

Flows: Max. 300 CFS

Comments & Conditions

- 1. This canal is fairly large and therefore the proposed canal crossing must be designed to convey the water in a safe and efficient manner without altering the existing conditions in a negative manner in regards to FID's operations and maintenance.
- Water Routing Requirements During Non-Irrigation Season As mentioned earlier, FID will require its water routing notes be placed on the plans or specifications. Refer to the attached provisional notes. The maximum flow in this

Mr. Ryan Burnett Re: Enterprise Canal Bridge on Leonard Avenue November 2, 2016 Page 3 of 5

reach is 300 CFS, with the normal irrigation flow being 225 CFS for a typical season. Outside the typical irrigation season, this canal carries Storm Water and Nuisance Water. The City will need to plan for this, and those flows are explained in detail below:

- a. Storm Routing (0-100 CFS) The flow can increase up to 100 CFS after several large storm events. The canal serves as a major artery of the Fresno Metropolitan Flood Control District (FMFCD) flood routing system. The storm water consists of urban runoff, runoff from parcels that adjoin the canal and from foothill stream flood control projects within and under the jurisdiction of FMFCD. Once the floodwater enters FID's canal system, FID routes the water through various canals to various basins located on the west side of FID.
- b. Nuisance (5 CFS) The canal catches inflows from various areas. This water will vary depending on several factors including the amount of rainfall. The canal will most likely have standing water year-round.
- 3. Bypass Because the Enterprise Canal is also used to route storm waters which typically peak between November and February, there is no ideal construction window. The only opportunity to do any construction is during the month of November assuming weather permits.
 - a. Based on flows and criteria mentioned in Note #2, FID will require a bypass to route a minimum of 100 CFS (assuming normal conditions) from November 1st to November 30th. The bypass shall be removed and the canal shall be restored to its original conditions by November 30th.
 - b. Bypass shall be completed and inspected by FID's Inspector before any bridge work starts. If the bypass will be an open channel, a drive bank on both sides of the bypass channel shall be incorporated for maintenance and operation purposes. The Contractor shall prepare and submit, for approval from the City and FID, the detailed plans and calculations detailing that the system is capable of handling the projected flows.
 - c. FID will require a copy of an access agreement from the City and adjacent landowner(s) where the bypass will be constructed. This agreement shall include a waiver releasing FID of any liability as it relates to the bypass channel situated on adjacent properties.
 - d. The bypass capacity requirements are subject to change based on the hydrological conditions.
- 4. Fresno Irrigation District's Engineering Department, (559) 233-7161, shall be notified 48 hours prior to construction. No work shall begin within FID's easement, including work on the bridge, without a "Permit To Work Within An Easement & Right-of-Way" issued by FID (\$40 permit fee, \$125 per week or \$50 per day inspection fee). Inspection fees are based on \$50 per hour. All work shall be completed by the date specified on the Permit and the area restored to its

Mr. Ryan Burnett Re: Enterprise Canal Bridge on Leonard Avenue November 2, 2016 Page 4 of 5

original condition. Any work required after the completion date shall be approved by FID's Engineer. A \$50,000 cash deposit is required to secure any work within FID's easements for canals and pipelines used for the diversion and disposal of floodwaters. FID will charge a Late Completion fee of \$500 per day for each day that Contractor's work extends past 5:00PM on November 30 of the construction year. However, ten (10) days before the Irrigation Season, FID will charge a Late Completion fee of \$2,500 per day for work not completed. FID will deduct costs from the deposit if the Contractor fails to pay any late fees.

- 5. Hydraulic Modeling FID requires a hydraulic analysis be submitted for review to demonstrate the new bridge will not impact the existing hydraulic gradeline of the Enterprise Canal. The City or its consultant will provide hydraulic calculations to determine water surface profile impacts and the amount of head loss across the new bridge/culvert. New or retrofitted bridge/box culvert cannot raise upstream water levels, and the bridge placement according to comment #6 below shall not impact water surface elevations.
- 6. FID typically requires a 2.0-feet minimum freeboard through canal crossings such as the Enterprise Canal crossing. The freeboard is needed to pass debris and trash through the structure.
- 7. If the canal banks will be regraded at the abutments to allow for placement of new rock slope protection. The City shall install concrete lining 6-inch thick with a 2-feet minimum cutoff wall on the upstream and downstream sides/ends of the liner, shall install rip-rap a minimum of 8-feet in width on the upstream and downstream sides to limits of disturbed soil or as required by FID's Engineer, and shall install access ladders on the upstream and downstream sides of concrete lining per the attached FID's standard details 17, 18, & 19.
- 8. FID requires new bridges to be free-span without any piers in the waterway. If concrete piers are allowed, FID may require a catwalk and pier/trash riders. FID requests the City to consider constructing a free-span bridge instead of the proposed three box culvert bridge.
- 9. Drive Approach FID typically requires 50-feet wide drive approaches narrowing to 20 feet wide drive banks (See attached "Drive Approach in Urban Areas" Detail No. 62).
 - a. The 50-feet drive width is defined as starting from the end portion of the bridge/railing outward (away from the bridge). Every road and canal intersection is different and therefore each access may be different. FID requires the turning radius to be a minimum of 75-feet.
 - b. If the guard railings for the proposed bridge extends beyond its existing attachment point at each wing-wall, they will obstruct FID's current access to its canal. For the proposed drive access, FID will require the City

Mr. Ryan Burnett Re: Enterprise Canal Bridge on Leonard Avenue November 2, 2016 Page 5 of 5

demonstrate FID's longest vehicle will be able to make the turns onto the drive banks. FID's right-of-way is a minimum 20-feet from the canal hinge on either side of the canal, and FID will require the City acquire and dedicate FID an exclusive easement.

- 10. Canal Banks If there will be any work on the canal banks, the following are a few guidelines and requirements:
 - a. All disturbed soil shall be concrete lined (both side slopes and bottom). FID will require structurally reinforced concrete to limit the on-going maintenance that typically occurs with gunite or shotcrete slope protection.
 - b. Drive banks must be sloped a minimum of 2% away from the canal with provisions made for rainfall. Drainage will not be accepted into the Canal and must be routed away from FID property/drive banks. Runoff must be conveyed to nearby public streets or drainage system by drainage swales or other FID acceptable alternatives.
 - c. All existing trees, bushes, debris, old canal structures, pumps, canal gates, and other non- or in-active FID and private structures must be removed within FID's property/easement and the City's project limits.
- 11. FID will need to be able to cross the median to the opposing canal bank so as to not be adversely impacted.
- 12. The above comments are not to be construed as the only request FID will have regarding this project. FID will make additional comments and requests as necessary as the project progresses and more detail becomes available.

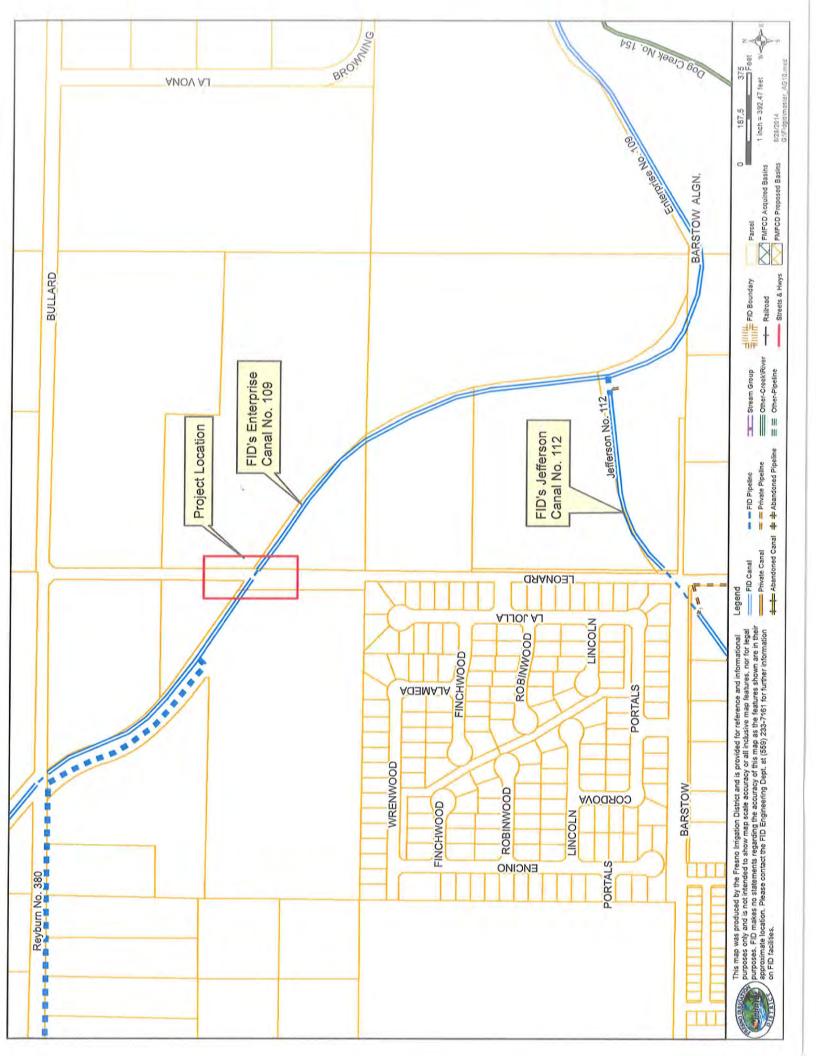
Thank you for submitting this for our review. We appreciate the opportunity to review and comment on the subject documents for the proposed project. If you have any questions, please feel free to contact Sen Saetern at (559) 233-7161 extension 7406 or ssasetern@fresnoirrigation.com.

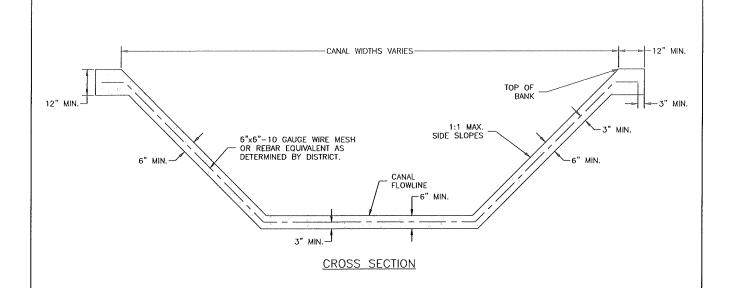
Sincerely,

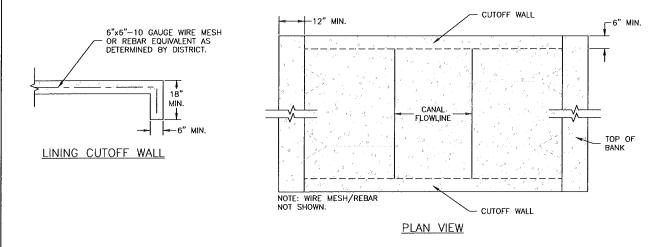
Laurence Kimura, P.E.

Chief Engineer

Attachment



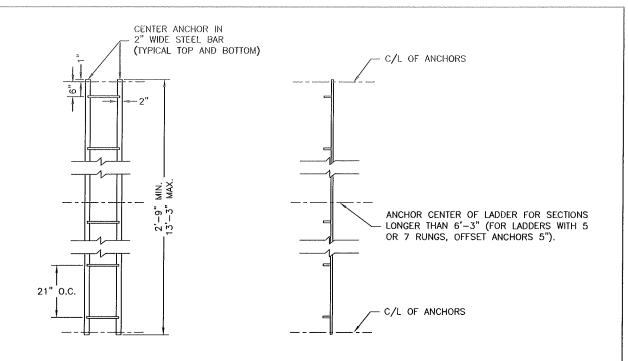




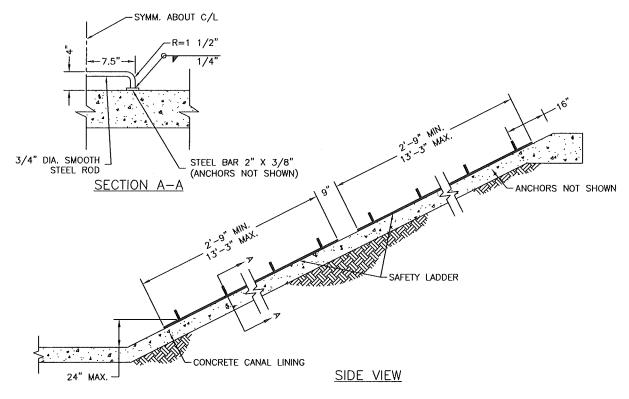
CONCRETE LINING NOTES:

- SOILS TO HAVE MINIMUM OF 93% COMPACTION IN FILL AREAS FOR A DISTANCE 5' MINIMUM AROUND CONCRETE LINER.
- CONCRETE LINING SHALL BE A MINIMUM OF 6-SACK WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI.
- 6"X6" 10X10 GAUGE WIRE MESH MAY BE UNCOATED OR GALVANIZED. FIBERCAST 500 OR EQUIVALENT CONCRETE FIBER REINFORCEMENT WITH FIBER LENGTHS BETWEEN 1.5" TO 2". APPLICATION RATE AT A MINIMUM OF 1.5 LBS. PER CUBIC YARD.
- INSTALL ACCESS/SAFETY LADDERS ON ALTERNATE SIDES OF CANAL AT 100' INTERVALS OR AS DETERMINED BY DISTRICT. REFER TO FID HANDBOOK PAGE NO. 18.
- CONTRACTOR SHALL SUBMIT CONCRETE MIX DESIGN TO FID FOR APPROVAL PRIOR TO CONSTRUCTION.
- LINING CUTOFF WALLS TO BE CONSTRUCTED UPSTREAM AND DOWNSTREAM OF CONCRETE LINING.
- AS DIRECTED BY FID'S INSPECTOR OR ENGINEER, CONTRACTOR SHALL MAKE AVAILABLE 7 DAY AND 28 DAY COMPRESSIVE STRENGTH TEST RESULTS.
- REFER TO PAGE NO. 13 OF FID'S HANDBOOK FOR FURTHER SPECIFICATIONS.

CONCRETE CANAL LINING



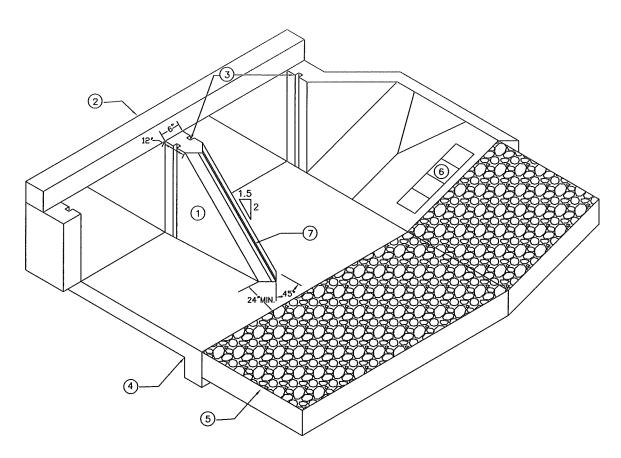
LADDER SECTION



NOTES:

- STEEL COMPONENTS SHALL BE HOT-DIPPED GALVANIZED OR EPOXY COATED.
 DRILL 5/8" DIA. X 2" DEEP HOLE IN "SET" CONCRETE (MIN 3-7 DAYS) AND INSTALL DROP-IN ANCHOR WITH 1/2" DIA. ALL THREAD BOLT (STAINLESS STEEL).
 INSTALL OR ALTERNATE SIDES OF CANAL AT 100 FT. INTERVALS OR AS DIRECTED BY
- FID'S INSPECTOR.
- 4. FOR CONCRETE LINING DETAIL SEE FID HANDBOOK DETAIL NO. 17.

ACCESS/SAFETY LADDER



NOTE: 1) PIER/TRASH RIDERS ARE REQUIRED ON UPSTREAM SIDES FOR BRIDGES AND BOX CULVERTS. MINIMUM WALL THICKNESS SHALL BE 6" X 12" AS SHOWN ABOVE WITH 1.5 : 2 SLOPE.

2) DIMENSIONS ASSUME EASY ACCESS FROM CULVERT HEADWALL. CONTRACTOR SHOULD VÉRIFY DIMENSIONS WITH DISTRICT PRIOR TO CONSTRUCTION.

3) INSTALL BOARD GUIDES ON THE UPSTREAM AND DOWNSTREAM SIDES OF ALL BRIDGES AND BOX CULVERTS. TYPICAL 1/4" THICK MATERIAL CAST INTO WALL WITH INSIDE DIMENSIONS OF 3-1/2" X 3-1/2". MATERIAL SHALL BE GALVANIZED OR APPROVED EQUAL.

4) INSTALL CONCRETE LINING ON UPSTREAM & DOWNSTREAM SIDES 6" THICK WITH A 2' MIN. CUTOFF WALL. REFER TO FID'S DETAIL NO. 17.

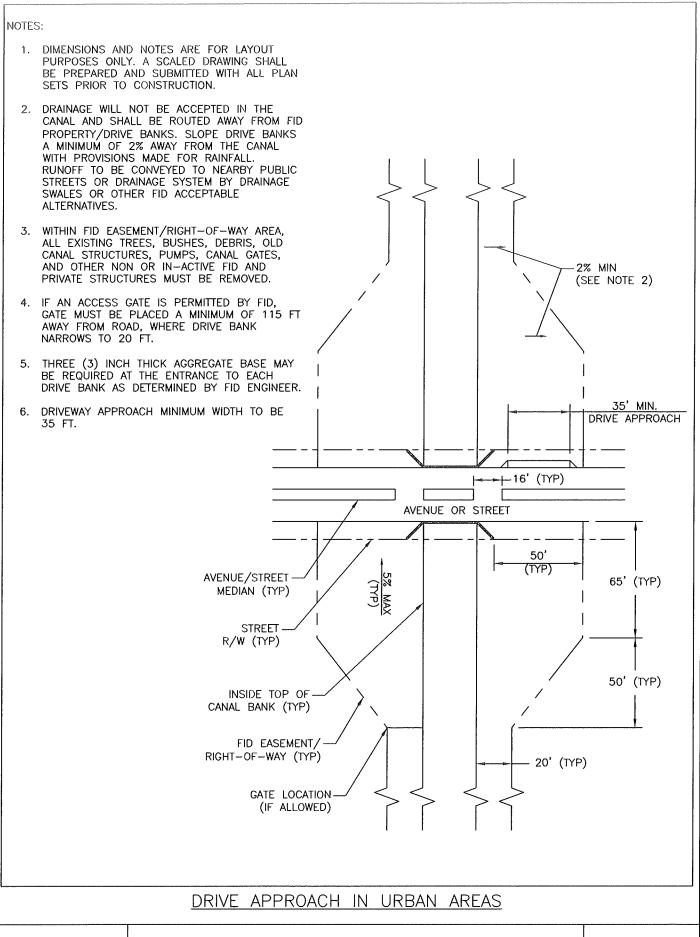
5) INSTALL RIP-RAP UPSTREAM & DOWNSTREAM SIDES A MINIMUM WIDTH OF 8', TO LIMITS OF DESTURBED SOIL OR AS REQUIRED BY FID ENGINEER. INSTALL 12" THICK RIP-RAP PER SECTION 72, CALTRANS SPECIFICATIONS, 1/4 TON ROCK WITH METHOD B FOR ROCK PLACEMENT.

6) INSTALL ACCESS LADDERS ON UPSTREAM & DOWNSTREAM SIDES OF CONCRETE LINING PER FID'S DETAIL NO. 18.

7) STEEL ANGLE IRON TO BE PLACED ON PIER/TRASH RIDER SHALL BE 1/4" THICK 2-1/2" X 2-1/2" ANGLE.

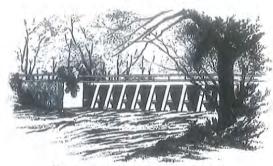
NOTE: ALL DIMENSIONS SHALL BE DETERMINED BY THE AGENCY OR OUTSIDE ENGINEERING FIRM AND NOT FID'S ENGINEERING STAFF.

PIER/TRASH RIDER DETAIL



GENERAL NOTES FID OPEN CANAL PLANS

- 1. ALL WORK SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS AS SHOWN IN FRESNO IRRIGATION DISTRICT'S ENGINEERING HANDBOOK OF SPECIFICATIONS.
- 2. ALL MATERIAL SHALL BE NEW AND NO SALVAGED MATERIAL OR PREVIOUSLY USED MATERIAL MAY BE USED UNLESS APPROVED BY FRESNO IRRIGATION DISTRICT'S ENGINEER.
- 3. ALL DISTURBED SOIL SHALL BE COMPACTED TO A MINIMUM 93% COMPACTION (95% WITHIN CITY R/W FOR TOP 24") OR AS SPECIFIED ON THE PLANS. COMPACTION TESTS SHALL BE MADE AVAILABLE TO FRESNO IRRIGATION DISTRICT'S ENGINEER.
- 4. ALL EXCESS MATERIAL AND/OR DEBRIS SHALL BE REMOVED FROM FRESNO IRRIGATION DISTRICT EASEMENT UPON COMPLETION OF CONSTRUCTION.
- 5. CONSTRUCTION SHALL NOT INTERFERE WITH THE FLOW OR DISTRIBUTION OF WATER AS REQUIRED BY FRESNO IRRIGATION DISTRICT. ANY WORK NEAR OR WITHIN A FACILITY DESIGNATED FOR ROUTING STORM FLOWS SHALL BE PERFORMED IN A MANNER TO ALLOW FLOOD FLOWS TO PASS AT ALL TIMES.
- 6. FRESNO IRRIGATION DISTRICT WILL NOT BE RESPONSIBLE FOR ANY WATER THAT MAY FLOW IN THE IRRIGATION FACILITY OR AREA OF CONSTRUCTION DURING THE TIME OF CONSTRUCTION.
- 7. FRESNO IRRIGATION DISTRICT'S WATER DEPARTMENT, (559) 233-7161, SHALL BE NOTIFIED TO DETERMINE A PERIOD THAT WORK MAY BE PERFORMED.
- 8. ALL CONSTRUCTION STAKING SHALL INCLUDE A STATION IDENTIFICATION (THAT CORRESPONDS WITH THE CONSTRUCTION PLANS), A HUB, HUB ELEVATION, AND HUB OFFSET DISTANCE. STAKING SHALL BE PROVIDED FOR ALL CRITICAL INSTALLATION LOCATIONS (CANAL CURVES, CHECK/WEIRS ...ETC.).
- 9. ALL WORK WITHIN FRESNO IRRIGATION DISTRICT (FID) EASEMENTS THAT WILL NOT IMPACT WATER DELIVERIES (I.E.: IRRIGATION FLOWS, STORM FLOWS, FLOODWATER FLOWS...ETC.) MUST BE PRE-APPROVED BY FID AND SECURED BY A \$500 CASH DEPOSIT. FID WILL CHARGE A LATE COMPLETION FEE OF \$200 PER WEEK (OR FRACTION THEREOF) THAT FID FACILITIES ARE OUT OF SERVICE AFTER THE COMPLETION DATE SPECIFIED ON FID'S PERMIT. FID WILL RETURN DEPOSIT AFTER COMPLETION OF CONSTRUCTION, OR DEDUCT COSTS FROM THE DEPOSIT FOR UNPAID FEES.
- 10. FRESNO IRRIGATION DISTRICT'S (FID) ENGINEERING DEPARTMENT, (559) 233-7161, SHALL BE NOTIFIED 48 HOURS PRIOR TO CONSTRUCTION. NO WORK SHALL BEGIN WITHOUT A 'PERMIT TO WORK WITHIN EASEMENT AND RIGHT-OF-WAY' ISSUED BY FID (\$40 PERMIT FEE, \$125 PER WEEK OR \$50 PER DAY INSPECTION FEE, \$500 OR \$4000 SECURITY DEPOSIT) (INSPECTION FEES ARE ASSESSED AS FOLLOWS: MINIMUM OF \$125.00 PER WEEK (2 ½ HOURS) OR \$50 PER DAY (1 HOUR). IF ADDITIONAL INSPECTION HOURS ARE NECESSARY, THE COST INCURRED WILL BE WITHHELD FROM THE DEPOSIT OR INVOICED TO THE PERMITTEE AT \$50.00 PER HOUR). ALL WORK SHALL BE COMPLETED BY THE DATE SPECIFIED ON THE FID PERMIT, AND THE AREA RESTORED TO ITS ORIGINAL CONDITION. ANY WORK REQUIRED AFTER THE COMPLETION DATE, SHALL BE APPROVED BY FID'S ENGINEER AND ASSESSED A LATE COMPLETION FEE AS SPECIFIED ON THE PERMIT.
- 11. FRESNO IRRIGATION DISTRICT (FID) FACILITIES ON THE ATTACHED PLANS REPRESENT IRRIGATION STRUCTURES, WHICH MAY BE ENCOUNTERED DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE TO CONFIRM LOCATION, SIZE AND DEPTH OF ALL FID FACILITIES. FID ENGINEER IS TO BE NOTIFIED OF ANY CONFLICTS OR DISCREPANCIES.
- 12. ALL PORTIONS OF CANAL BANK DISTURBED DURING CONSTRUCTION MUST BE REPLACED AND PROTECTED WITH CONCRETE LINING PER FRESNO IRRIGATION DISTRICT STANDARDS.
- 13. FRESNO IRRIGATION DISTRICT REQUIRES ITS RIGHT-OF-WAY BE GRADED TO PROVIDE A SMOOTH UNIFORM DRIVE SURFACE AND CLEARED OF ALL ENCROACHMENTS INCLUDING BUT NOT LIMITED TO: TREES, BUSHES, BRUSH, PIPES, STANDPIPES, WELLS, MISCELLANEOUS DEBRIS, ETC.
- 14. INSTALL 6-FOOT HIGH CHAIN LINK FENCING AND ACCESS GATES PER PLANS AND DETAILS APPROVED BY FRESNO IRRIGATION DISTRICT.
- 15. ALL ON-SITE DRAINAGE SHALL OCCUR AWAY FROM ANY FID CANAL OR PIPELINE. ON-SITE DRAINAGE INTO ANY FID CANAL IS NOT ALLOWED. ALL DRIVEBANKS SHALL BE CLEAR OF ANY DEBRIS OR ENCROACHMENTS, AND SHALL BE GRADED TO A SMOOTH UNIFORM FINISH, AND HAVE A MINIMUM SLOPE OF 2% AWAY FROM THE CHANNEL.







PHONE (559) 233-7161 FAX (559) 233-8227 2907 SOUTH MAPLE AVENUE FRESNO, CALIFORNIA 93725-2218

FID DESIGN GUIDELINES

BRIDGE/BOX CULVERT STRUCTURES

(MAY 2008)

I. PLANNING

1.0 CONSTRUCTION SCHEDULING

- A. <u>Irrigation Season</u> FID typically begin routing irrigation water through major canals (owned and operated FID) by beginning March 1st with the opening of the headgates to fill the canals/pipelines approximately 5 days prior. FID's typical season ends August 31st and will take approximately 1-2 weeks to drain. The length of the irrigation season may vary depending on the amount of precipitation received. FID'S Engineering Department should be contacted to determine anticipated delivery schedule and the flowrates which may appear at the project site.
- B. <u>Storm Season</u> Between the months of September and March, FID's major canals are typically used to route storm flows. However, storm events can occur during FID's Irrigation Season. As such, storm flows can be routed at any time during or after a storm event. <u>Mitigating scheduling impacts from storm flows through the project area need to be evaluated early in the planning phase and accounted for during construction activities.</u>

2.0 FISH FLOW REQUIREMENT

<u>Fish Flow</u> - FID is obligated to deliver "fish water" when the irrigation season has ended and is required to continue passing water in the Kings River below Pine Flat Dam after the FID's Irrigation Season to maintain a fish population as required by the State of California. This same water is typically recovered and diverted into the Gould and Fresno Canals for groundwater recharge. FID will make every effort to divert waters around your project site where possible, but agencies/developers should expect to construct a bypass for all future bridge projects where FID's major canals are impacted by construction activities.

It is possible that a bypass would not be required if FID had a maintenance or capital improvement project in the same canal for the same duration as a proposed bridge project. However, this would be the exception rather than the rule. FID's Engineering Department should be consulted as early as possible in the planning process.

3.0 BRIDGE TYPE SELECTION

The type of bridge selected for a project can have a major influence on a canal's flow characteristics such as raising the water surface profile or creating a flow constraint. Refer to "Section II – DESIGN" and consult FID's Engineering Department during a project's planning phase.

II. DESIGN

1.0 CANAL HYDRAULICS

- A. <u>Freeboard</u> For box type culverts or clear-span bridges, 1.0 foot minimum freeboard is required to pass trash through the structure. Freeboard on arched culverts will need to be evaluated on case-by-case based upon the results of the hydraulic calculations.
- B. <u>Water Surface Profile</u> Provide hydraulic calculations to determine water surface profile impacts and the amount of head loss across the new bridge/culvert. New or retrofitted bridge/box culvert cannot significantly raise upstream water levels. Acceptable tolerances will be dependent on the impact to nearby FID facilities.
- C. <u>Bridge Retrofits/Culvert Extensions</u> Provide hydraulic calculations (as requested) to determine water surface profile impacts and the amount of head loss if freeboard, canal capacity or trash is an issue, agency/developer may want to consider the option of a full replacement.
- D. <u>Scour Analysis</u> FID does not normally require the submittal of a scour analysis report. However, if a unique project site condition is present, a scour analysis report may be requested for review.

2.0 SURVEY INFORMATION

- A. Record Drawings If information exists, record information of canal or structure plans is available to the requesting agency or engineering consultant. Contact FID's Engineering Department for further information.
- B. <u>High Water Elevation</u> High water (HW) surface elevation records are not kept or maintained by FID. HW elevations may be noted on some existing record drawings but the noted elevation may not be current. <u>For design purposes, the requesting agency or engineering consultant will need to identify and survey the high water mark.</u>

3.0 CANAL DRIVE BANKS

- A. <u>Driveway Approaches</u> 50-foot wide drive approaches narrowing to 20 feet wide drive banks will be required. The 50-foot is defined as starting from the end portion of the bridge/railing outward (away from the bridge). If curb returns limit width of driveway approaches, consult FID to maximize driveway width. FID canal banks need to conform to the grades of the driveway approaches such that FID vehicles can safely pass through.
- B. <u>Maintenance Accessibility of Canals</u> Maintenance accessibility for trash removal needs to be evaluated based on channel size, amount of trash collected at location in question and accessibility. Galvanized steel or concrete catwalk with chain-link barrier may need to be incorporated into culvert design (on the upstream side of the bridge/culvert structure).
- C. <u>Grading of Banks</u> FID requires its R/W be graded to provide a smooth uniform drive surface (typically 2% away from canal) and cleared of all encroachments

- including but not limited to: trees, bushes, pipes, standpipes, wells, miscellaneous debris, etc. All excess material and/or debris shall be removed upon completion of construction.
- D. <u>Protection of Existing Banks</u> All portions of canal bank disturbed (within the channel) during construction must be replaced and protected with concrete lining per FID standards. All portions of canal bank disturbed, outside of the channel) during construction must be restored to the original condition.
- E. <u>Fencing</u> FID does not typically require any type of fencing adjacent or along FID's canal banks at bridge/culvert sites. However, FID approved canal access gates are allowed (by permit) to limit public ingress/egress onto the canal banks.

4.0 STREET CROSSINGS AT CANAL

- A. <u>Agricultural Crossings</u> Reinforced concrete "agricultural" crossings with 16 foot width minimum will be required at major FID facilities (not including driveway flares). Consult FID's Engineering Department.
- B. <u>Depressed Median</u> If a median on a bridge or adjacent roadway is planned, medians must be depressed for the 16 feet wide "agricultural" crossings. Consult FID's Engineering Department.

5.0 SEDIMENTATION

<u>Sand wall</u>— Sedimentation may be an issue at the project location. Consult FID's Engineering Department if sedimentation is an issue for the canal in question. If sedimentation is a concern, sand walls at the culvert/bridge entrance will be required.

6.0 TRASH/DEBRIS

<u>Trash</u> – Structures in FID's canals are typically collection points for trash. Typically, a trash pier rider will be required at the upstream portion of a bridge or box culvert. Accessibility to a pier rider for trash removal will need to be evaluated based on channel size, amount of trash collected at location in question and accessibility.

7.0 BRIDGE/CULVERT DETAIL DESIGN

Refer to FID's Engineering Handbook for standard details. The following items are typical features that will need to be incorporated or addressed during the design phase of the project:

- A. <u>Board Guides</u> Must have board guides for all openings if there are multiple box culverts.
- B. <u>Pier Rider Accessibility</u> If culvert/bridge structure can collect trash on its piers, Developer/Agency must provide a safe access to trash pier rider. Maintenance accessibility for trash removal needs to be evaluated based on channel size, amount of trash collected at location in question and accessibility. Galvanized steel or concrete catwalk with chain-link barrier may need to be incorporated into bridge design (on the upstream side of the bridge/culvert structure).

- C. <u>Waterstop</u> Placement of waterstops at construction/cold joint locations is required to mitigate long-term erosion of underlying material of canal.
- D. <u>Soil Compaction</u> All disturbed soil shall be compacted to a minimum 90% relative compaction (RC). Tests shall be performed and made available to FID.
- E. <u>Limits of Concrete Lining</u> All areas of disturbed soil (within the canal) shall be concrete lined (per FID standards) to the extent that is determined by FID's Inspector during construction.

FID's Engineering Department will need to be consulted early during the design phase.

III. SUBMITTALS

1.0 PLAN REVIEW

In order to assess the impact to FID's facilities, bridge construction plans and related tract map, utility and street improvement plans may need to be reviewed by FID. Consult FID's Engineering Department for a checklist of items to review.

2.0 APPROVALS

Finalized bridge/box culvert construction plans require the approval/signature of FID's Chief Engineer before construction will be permitted. Consult FID's Engineering Department for further information.

3.0 RECORD DRAWINGS

Two (2) copies of signed or record (as-built) plans of the culvert/bridge structure shall be submitted to FID's Job Manager when a project is complete.

IV. CONSTRUCTION

1.0 PRE-CONSTRUCTION MEETING

At least two (2) weeks prior to the start of construction, developer or agency will need to coordinate and meet with FID's Inspector and/or Engineer.

2.0 PERMITING REQUIREMENTS

A. Construction Permit – No work shall begin within FID's easement, including work on the bridge, until 48 hours after the Contractor has secured a "Construction Permit" issued from FID Engineering Department. Prior to the start of work, the Contractor will be required to submit to FID a construction schedule, water control plan, list of emergency phone numbers, permit fee, shutdown fee, and security deposit. The water control plan must show how water will be routed through and/or around the construction site.

- B. <u>Cofferdams</u> Earth embankment/dam shall not be placed in the canal without prior approval from FID. The Contractor shall be responsible for the removal of material placed in the canal. The maximum height of any earth embankment/dam constructed shall be determined by FID.
- C. <u>Canal Bypass</u> The Contractor shall pay all necessary costs and be responsible for the adequacy, safety, and reliability of the bypass system. Drive banks shall be incorporated on both sides of the bypass channel so FID can monitor and inspect the canal. FID recommends appropriate safety measures for the general public where the temporary bypass channel is to be located.
- D. <u>Construction Delays</u> FID may impose a penalty for every day that Contractor's work disrupts the flow of water in the canal. Construction shall not interfere with the flow or distribution of water as required by FID. Any work near or within a facility designated for routing storm flows shall be performed in a manner to allow flood flows to pass at all times. FID will not be responsible for any water that may flow in a project area during the time of construction.
- E. <u>Non-FID Permits</u> The agency or developer is responsible for determining all required non-related FID permits, as required by local, state or federal laws.
- F. <u>Structure Ownership</u> Any future county/city bridge or box culvert structure being constructed is the sole property of the developer or contractor until accepted by the city or county. FID does not own, operate nor maintain these structures at street crossings or within street right-of-way.

3.0 CONSTRUCTION SCHEDULING

Consult FID's Engineering Department. Also refer to "Section IV-CONSTRUCTION" for required pre-construction submittals.

City of Clovis

CEQA Request for Comment Leonard Avenue Bridge Replacement Project

Distribution Date: October 19, 2016

Response Deadline: November 4, 2016

Purpose

The City of Clovis (City) is proposing to undertake the Leonard Avenue Bridge Replacement Project (project). The City is sending you this Request for Comment to inform you of the proposed project and to provide you with an opportunity to submit comments on the potential environmental effects of the project. Pursuant to the California Environmental Quality Act (CEQA), the City will consider your comments in conducting an Initial Study on the project. The purpose of the Initial Study will be to determine if the project may have a significant effect on the environment. Under CEQA, significant effect means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project.

If the Initial Study determines the project could not have a significant effect on the environment, the City will prepare a Negative Declaration for the project. If the Initial Study determines the project could have a significant effect on the environment, but will not because the City has incorporated revisions or mitigation measures into the project that will render the effect insignificant, a Mitigated Negative Declaration will be prepared. If the Initial Study determines the project may have a significant effect on the environment, the City will prepare an Environmental Impact Report for the project.

Project Title, Lead Agency, and Lead Agency Contact Information

Project Title: Leonard Avenue Bridge Replacement Project

Lead Agency: City of Clovis

Contact: Ryan Burnett, Engineering Division Phone: (559) 324-2336

1033 Fifth Street, Clovis, CA 93612 Email: ryanb@cityofclovis.com

Response Deadline:

Please provide your response to Ryan Burnett no later than November 4, 2016 (see contact information above).

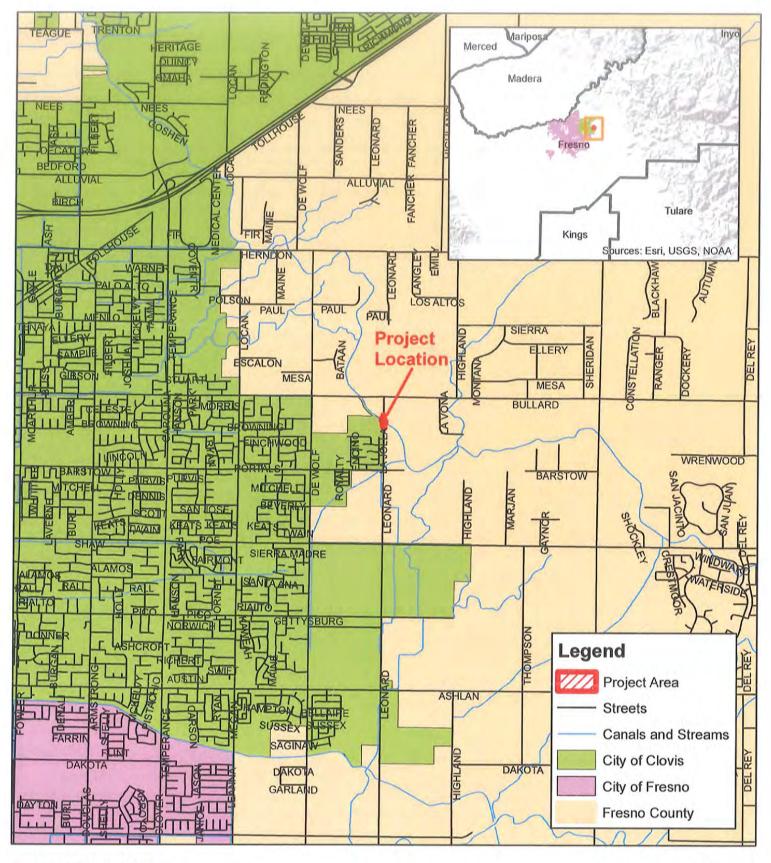
Project Description and Location

The City proposes to replace the existing two lane bridge on Leonard Avenue over the Enterprise Canal with a new three box culvert bridge that can accommodate two traffic lanes in each direction, sidewalks and bike lanes on both sides, and a median island. After project completion there will initially be only one operable traffic lane in either direction. The median island will be constructed sometime in the future. The proposed new bridge will be approximately 115 feet long; and, including project related improvements, the new bridge will be approximately 150 feet wide. Construction will include: removal of the existing bridge; clearing and grubbing; construction of the new bridge including grading; asphalt concrete paving; construction of wing walls; construction of barriers with tubular railing; canal channel lining; construction of concrete curbs and gutters and sidewalks; relocation and undergrounding of existing utilities; pavement striping and signage; installation of street lighting; modifications to existing residential drive approaches; new drive approaches for canal access; and additional paving on Leonard Avenue to accommodate two traffic lanes in both directions on the south side of the bridge. Small areas of property acquisition on the northeast, northwest, southwest and southeast corners of the bridge will be a part of the project. After project completion, there will still be one traffic lane in each direction on Leonard Avenue north of the bridge; and south of the bridge on Leonard Avenue there will be two traffic lanes in each direction that taper to one lane near the bridge.

Project construction is tentatively scheduled for the Fall/Winter of 2018-19 during the time that the Enterprise Canal will be dry.

The project location is on Leonard Avenue between Bullard and Barstow Avenues where Leonard Avenue crosses the Enterprise Canal. The current bridge is approximately 850 feet south of Bullard Avenue and 1,750 feet north of Barstow Avenue.

The project is within the Loma Vista Specific Plan Area. The City of Clovis 2035 General Plan and the Loma Vista Specific Plan designate Leonard Avenue to ultimately be a four lane arterial roadway with a 120 foot wide right-of-way with Class II bike lane, sidewalks, and landscaping on both sides.



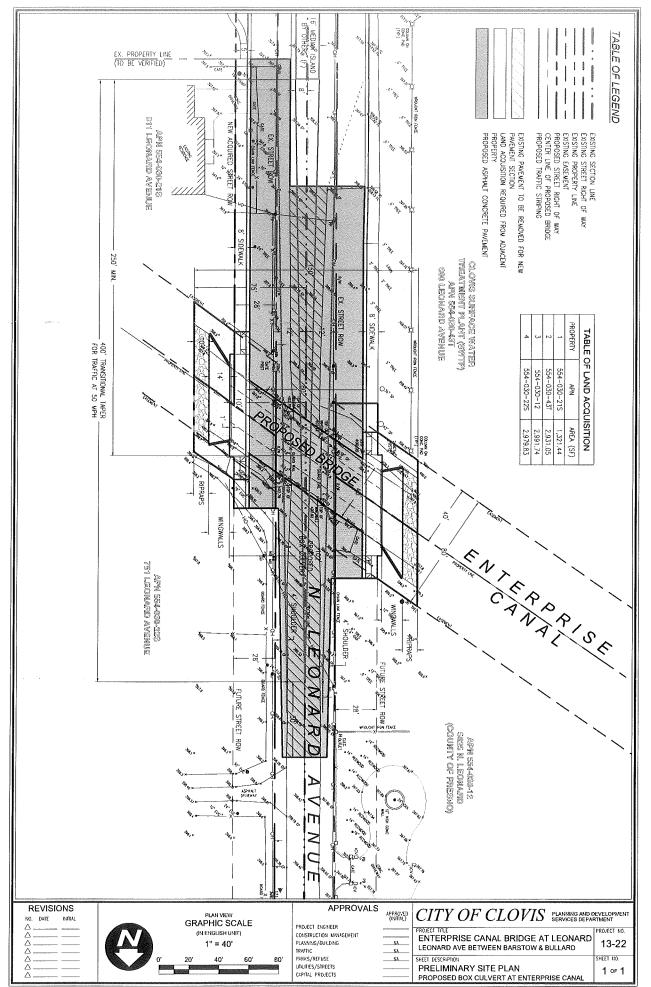
Project Location

Figure 1

Leonard Avenue Bridge Replacement Project City of Clovis

ODELL Planning PResearch, Inc.
Environmental Planning School Facility Planning Demographics





City of Clovis

CEQA Request for Comment Leonard Avenue Bridge Replacement Project

Distribution Date: October 19, 2016
Response Deadline: November 4, 2016

Purpose

The City of Clovis (City) is proposing to undertake the Leonard Avenue Bridge Replacement Project (project). The City is sending you this Request for Comment to inform you of the proposed project and to provide you with an opportunity to submit comments on the potential environmental effects of the project. Pursuant to the California Environmental Quality Act (CEQA), the City will consider your comments in conducting an Initial Study on the project. The purpose of the Initial Study will be to determine if the project may have a significant effect on the environment. Under CEQA, significant effect means a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project.

If the Initial Study determines the project could not have a significant effect on the environment, the City will prepare a Negative Declaration for the project. If the Initial Study determines the project could have a significant effect on the environment, but will not because the City has incorporated revisions or mitigation measures into the project that will render the effect insignificant, a Mitigated Negative Declaration will be prepared. If the Initial Study determines the project may have a significant effect on the environment, the City will prepare an Environmental Impact Report for the project.

Project Title, Lead Agency, and Lead Agency Contact Information

• Project Title: Leonard Avenue Bridge Replacement Project

• Lead Agency: City of Clovis

Contact: Ryan Burnett, Engineering Division Phone: (559) 324-2336

1033 Fifth Street, Clovis, CA 93612 Email: ryanb@cityofclovis.com

Response Deadline:

Please provide your response to Ryan Burnett no later than November 4, 2016 (see contact information above).

Project Description and Location

The City proposes to replace the existing two lane bridge on Leonard Avenue over the Enterprise Canal with a new three box culvert bridge that can accommodate two traffic lanes in each direction, sidewalks and bike lanes on both sides, and a median island. After project completion there will initially be only one operable traffic lane in either direction. The median island will be constructed sometime in the future. The proposed new bridge will be approximately 115 feet long; and, including project related improvements, the new bridge will be approximately 150 feet wide. Construction will include: removal of the existing bridge; clearing and grubbing; construction of the new bridge including grading; asphalt concrete paving; construction of wing walls; construction of barriers with tubular railing; canal channel lining; construction of concrete curbs and gutters and sidewalks; relocation and undergrounding of existing utilities; pavement striping and signage; installation of street lighting; modifications to existing residential drive approaches; new drive approaches for canal access; and additional paving on Leonard Avenue to accommodate two traffic lanes in both directions on the south side of the bridge. Small areas of property acquisition on the northeast, northwest, southwest and southeast corners of the bridge will be a part of the project. After project completion, there will still be one traffic lane in each direction on Leonard Avenue north of the bridge; and south of the bridge on Leonard Avenue there will be two traffic lanes in each direction that taper to one lane near the bridge.

Project construction is tentatively scheduled for the Fall/Winter of 2018-19 during the time that the Enterprise Canal will be dry.

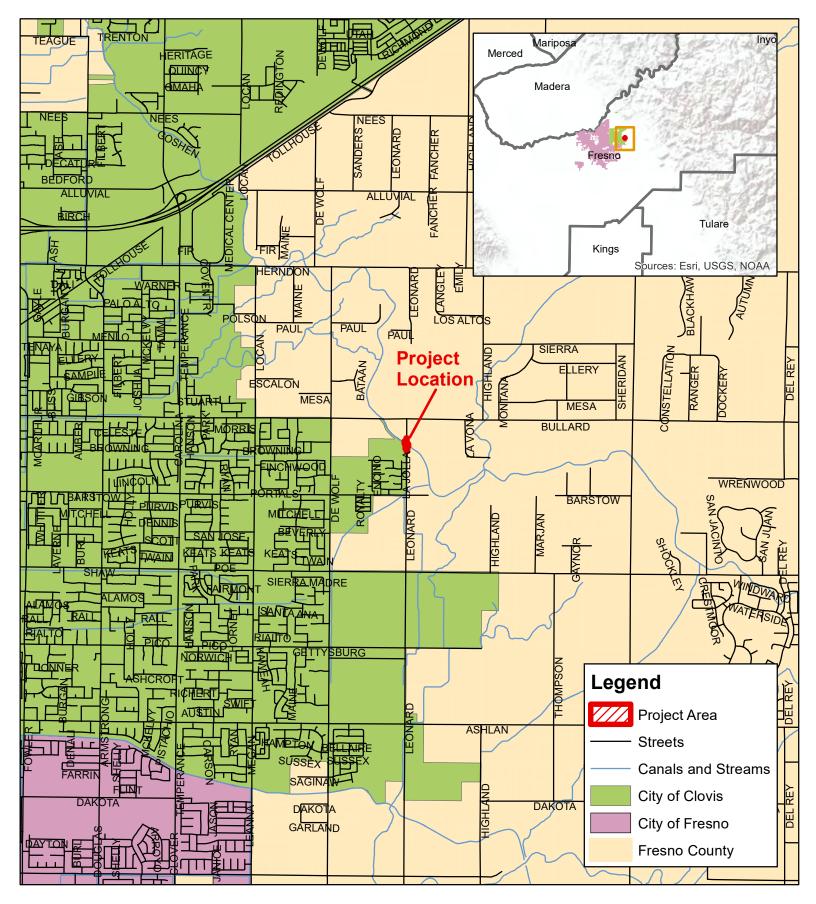
The project location is on Leonard Avenue between Bullard and Barstow Avenues where Leonard Avenue crosses the Enterprise Canal. The current bridge is approximately 850 feet south of Bullard Avenue and 1,750 feet north of Barstow Avenue.

The project is within the Loma Vista Specific Plan Area. The City of Clovis 2035 General Plan and the Loma Vista Specific Plan designate Leonard Avenue to ultimately be a four lane arterial roadway with a 120 foot wide right-of-way with Class II bike lane, sidewalks, and landscaping on both sides.

Project Setting

In the vicinity of the Leonard Avenue Bridge over the Enterprise Canal, Leonard Avenue is a rural two lane street that has a low traffic volume. On the southwest side of the bridge is the City surface water treatment facility. On the southeast, northeast, and northwest sides of the bridge are rural residences each of which has one or more additional outbuildings.

The property on the east side of Leonard Avenue south of the bridge has recently been annexed to the City and has an approved tentative map for medium density residential development. The property on the east side of Leonard Avenue north of the bridge has also been annexed to the City of Clovis and has an approved tentative map for low density residential development. The property on the west side of Leonard Avenue south of the bridge is the location of the City of Clovis surface water treatment facility. The property on the west side of Leonard Avenue north of the bridge is not in the City and currently has a rural residence. The property northwest of the bridge is designated in the Loma Vista Specific Plan for future low density residential development.

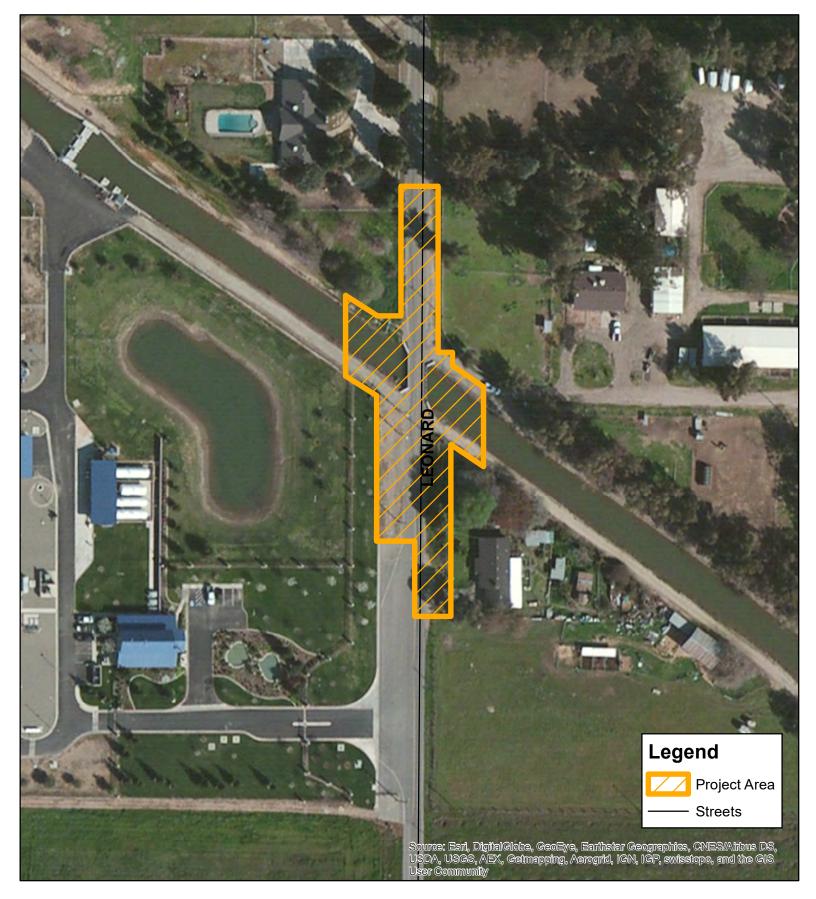


Project Location Figure 1

Leonard Avenue Bridge Replacement Project City of Clovis





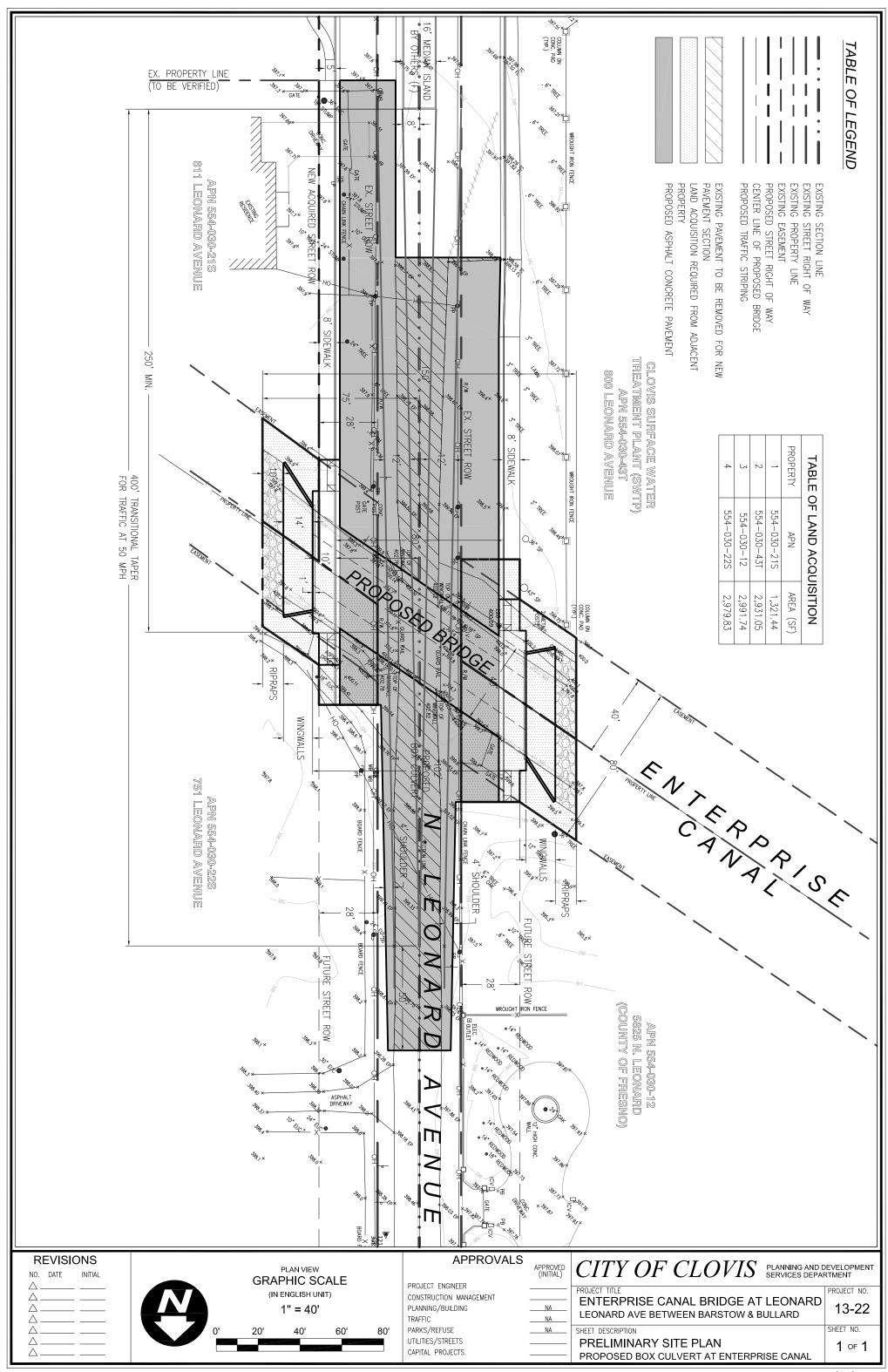


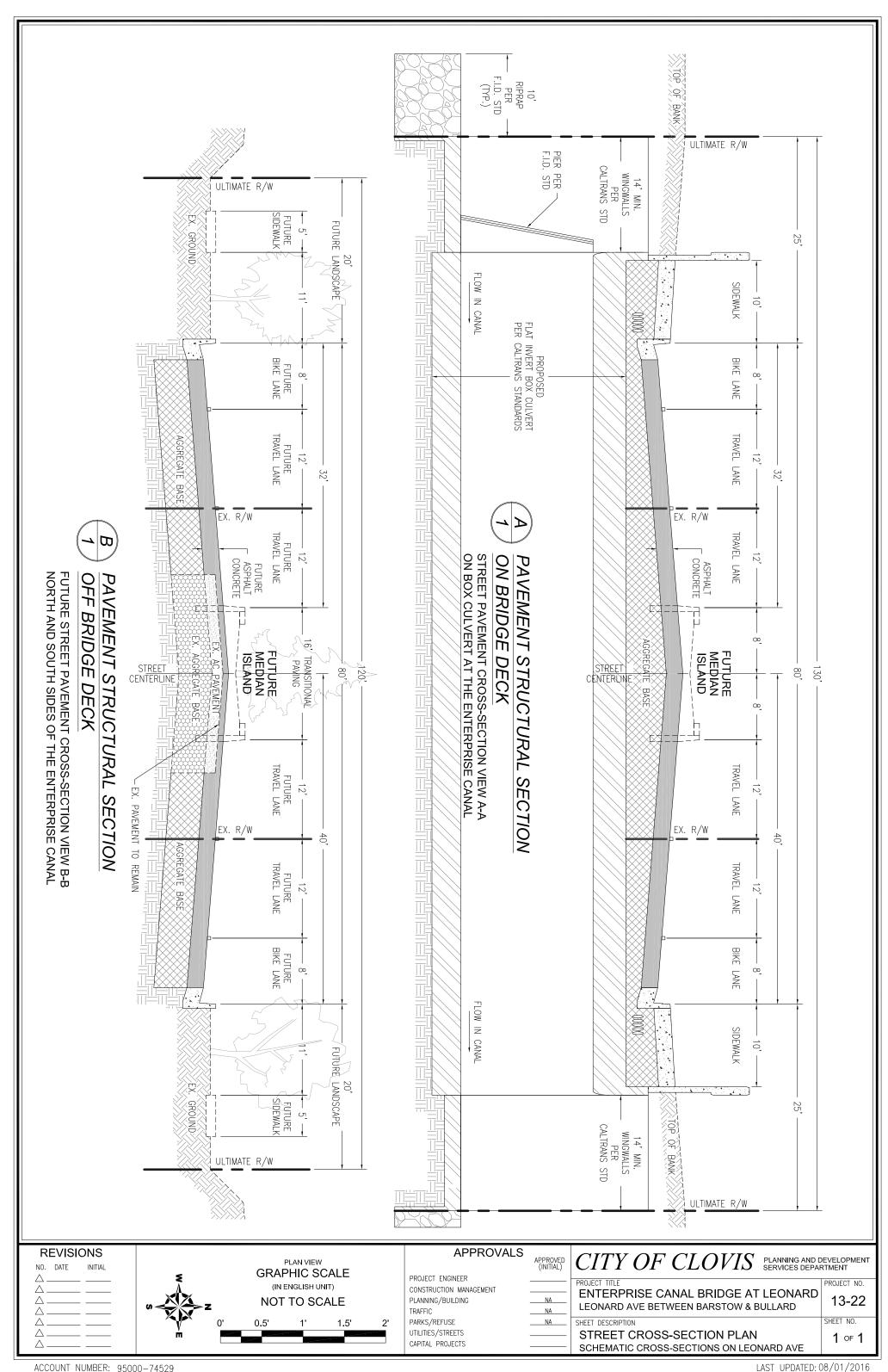
Project Site Figure 2

Leonard Avenue Bridge Replacement Project City of Clovis









Appendix B

Air Quality & Greenhouse Gas Technical Memo

Bridge Replacement on Leonard Ave over Enterprise Canal



Air Quality and Greenhouse Gas Technical Memo

City of Clovis 1033 Fifth Street, Clovis, CA 93612

March 2014

Air Quality and Greenhouse Gas Technical Memo

Bridge Replacement on Leonard Ave over Enterprise Canal

March 2014

Prepared By:	Som n	1 Burnem	Date:	3/26/2014	
	Joza M. Burnan	n, Environmental Scientist			
	Phone Number Office Name	(951) 506-0055 ext 302 Entech Consulting Group		<u> </u>	
QA/QC Reviewer By:		es, Principal Engineer	Date:	3/26/2014	
		(951) 506-0055 ext 303 Entech Consulting Group		<u> </u>	
Approved By:		es, Principal Engineer	Date:	3/26/2014	
	Phone Number Office Name	(951) 506-0055 ext 303 Entech Consulting Group		<u> </u>	

Executive Summary

The City of Clovis (City), located in Fresno County, proposes to replace a bridge on Leonard Avenue over the Enterprise Canal with a bridge that can accommodate fourlanes. The number of lanes on Leonard Avenue north of the bridge will not change with this project. Construction will include the removal of the existing bridge, installation of the new bridge including grading, acquistion of additional right of way for paving on the north and south bound for lane transitions, replacement of the turnout structure, relocation of the overhead utilities, and modifications to existing residential drive approaches and striping. The street widening along the frontage of the water treatment facility will be completed in conjunction with the construction of the bridge. To its south, there will be approximately 470 linear feet of roadway construction with a width of 36 feet. South of the bridge will be fully constructed with two lanes southbound and one lane northbound. North of the bridge, there will be one lane southbound and northbound. The street widening portion will connect with the bridge replacement and will be constructed following the bridge project. The project is subject to the California Environmental Quality Act (CEQA). Appendix G contains guidelines for the assessment of air quality impacts. These guidelines were used as thresholds of significance for this analysis to determine whether a significant air impact would occur if the proposed project:

- Conflicts with or obstruct implementation of the applicable air quality plan
- Violates any air quality standard or contribute substantially to an existing or projected air quality violation
- Results in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)
- Exposes sensitive receptors to substantial pollutant concentrations
- Creates objectionable odors affecting a substantial number of people
- Generates greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment
- Conflicts with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases

Federal, State and Local Regulations

The U.S. Congress enacted the Clean Air Act (CAA) in 1970 and its Amendments in 1977 and 1990. Federal air quality regulations are governed primarily by CAA Amendments of 1990. The CAA Amendments delegate primary responsibility for clean air to the U.S. Environmental Protection Agency (EPA). The EPA develops rules and regulations to preserve and improve air quality and delegates specific responsibilities to state and local agencies. Under the CAA, the EPA has established the National Ambient Air Quality Standards (NAAQS) for six potential air pollutants: CO, O₃, nitrogen dioxide (NO₂), PM₁₀, PM_{2.5}, sulfur dioxide (SO₂), and lead (Pb).

The State of California has developed the California Ambient Air Quality Standards (CAAQS). The California Air Resources Board (CARB), which is part of the California EPA regulatory agency, develops air quality regulations at the state level. The CARB also is responsible for developing motor emissions standards for California vehicles. The state regulations mirror federal regulations by establishing industry-specific pollution controls for criteria, toxic, and nuisance pollutants. California also requires that plans and strategies for attaining CAAQS as set forth in the California Clean Air Act (CCAA) of 1988 be developed throughout the state. These standards are generally more stringent than the federal standards and include four additional pollutants sulfates, hydrogen sulfide, vinyl chloride, and visibility-reducing particulates. The CCAA requires that each local air quality district develop an Air Quality Management Plan (AQMP) that is in compliance with the CAAQS.

The San Joaquin Valley Air Pollution Control District (SJVAPCD) has established thresholds of significance for use in CEQA analyses. The SJVAPCD identifies thresholds that separate a project's short-term, long-term and cumulative emissions. These thresholds were used on a screening level to determine whether thresholds were exceeded.

Existing Environment

The proposed project is located in the City of Clovis within the San Joaquin Valley Air Basin. The project area is relatively flat and consists of agricultural farmland, a water treatment plant and residential homes.

Regional air quality is monitored locally by the SJVAPCD in conjunction with the CARB. The SJVAPCD relies on one or more monitoring stations to document local air pollutant concentration levels. The EPA determines regional air quality status based on

data collected from permanent monitoring stations. An area is classified as "attainment" if the primary NAAQS have been achieved and "non-attainment" if the NAAQS are not achieved. The area is designated as nonattainment for PM_{2.5} and O₃.

Emissions Analyses

An air quality impact assessment was conducted to determine the significance of the impact created by the short-term construction and long-term operation of the proposed project on the surrounding area for non-attainment pollutants. The CARB's emissions estimator model, EMFAC2011, was utilized to estimate emission from the operation of the proposed project.

Operation Impacts

Mobile source emissions are generated from vehicle miles traveled (VMT) associated with the operation of the proposed project. The bridge replacement will improve circulation to accommodate future traffic increases. Emission calculations generated from EMFAC2011 demonstrate that the operation of the proposed project would not cause a significant air quality impact to the surrounding area. Project-related emissions do not exceed the SJVAPCD's established thresholds. Calculated emissions for NO_x and ROG are far below the thresholds. Project-related emissions were provided for CO, PM₁₀ and PM_{2.5}, however SJVAPCD does not have any established thresholds for these pollutants. It is anticipated that project impacts from CO are less than significant under 2015 and 2035 Build conditions because CO concentrations at evaluated roadway segments are below the CO 8-hour NAAQS standard of 9ppm. Further, PM₁₀ and PM_{2.5} emissions are less than 0.5 tons per year, resulting in a minimal increase in existing emission levels. It is anticipated that PM₁₀ and PM_{2.5} emissions will result in a less than significant impact.

Short-Term Construction Impacts

During construction, the project would generate pollutants such as: hydrocarbons, oxides of nitrogen, carbon monoxide, and suspended PM. A major source of PM would be windblown dust generated during excavation, grading, hauling, and various other activities. The impacts of these activities would vary each day as construction progresses.

Since, the SJVAB is a serious nonattainment area for PM_{2.5} any addition to the current PM_{2.5} emission levels would be considered significant. Further, SJVAPCD was recently redesignated as attainment for PM₁₀. In order to reduce PM_{2.5} emissions and maintain attainment status of the PM₁₀ standard, SJVAPCD developed a qualitative approach that

requires the implementation of effective and comprehensive control measures for reducing construction PM₁₀ impacts. These control measures are also applicable for control and reducing PM_{2.5} construction impacts as well. Although, PM₁₀ and PM_{2.5} emitted during construction can vary depending upon the activity, experience has shown that there are a number of feasible control measures that can be reasonably implemented to significantly reduce these emissions from construction activities. The SJVAPCD has determined that compliance with Regulation VIII and implementation of control measures provided in this regulation will constitute sufficient mitigation to reduce PM₁₀ and PM_{2.5} impacts to a level considered less than significant.

Greenhouse Gas Operation Impacts

No specific greenhouse gas thresholds have been established for transportation projects. In the absence of further regulatory or scientific information related to greenhouse gas emissions and California Environmental Quality Act significance, the CEQ threshold presumptive threshold of 25,000 MTCO_{2e} was used to make a significance determination regarding the project's direct impact, its contribution on the cumulative scale to climate change and to provide a comparison of the order of magnitude of project generated emissions. The EMFAC2011 model was used to estimate CO₂ emissions for the existing and future No Build and Build conditions. The increases in CO_{2e} emissions between project years, 2015 and 2035, are attributable to increases in daily traffic volumes. However, greenhouse gas emissions do not change from No Build to Build for each project year. Further, CO_{2e} emissions for all project years Existing, No Build and Build are below the Council of Environmental Quality (CEQ) presumptive threshold of 25,000 MTCO_{2e}. Therefore, the operation of the project does not cause a significant impact to global climate change.

Greenhouse Gas Construction Impacts

The construction of the proposed project would generate short-term emissions of greenhouse gases. The SMAQMD's Roadway Construction Emissions Model was utilized to estimate CO₂ emissions from the construction of the proposed project. Draft guidance from the South Coast Air Quality Management District (SCAQMD) recommends amortizing construction emissions over a 30-year period to account for their contribution to project lifetime greenhouse gas emissions. If emissions are amortized over a 30-year period, estimated construction emissions would be 30 and 67 MTCO_{2e} per year, for construction Phases I and 2, respectively. These greenhouse gas emissions added to the operational emissions levels are well below the Council of Environmental Quality

(CEQ) presumptive threshold of 25,000 MTCO_{2e}. Construction emissions would therefore have a less than cumulatively contribution to global climate change impacts.

Construction Emission/Dust Control Plan Mitigation Measures

The City of Clovis shall require that the selected contractor to prepare and implement a project Construction Emission and Dust Control Plan prior to construction that complies with all policies of the City of Clovis General Plan and the SJVAPCD rules and regulations.

Regulation VIII (Fugitive PM₁₀ Prohibitions)

Regulation VIII (Rules 8011–8081) is a series of rules designed to reduce PM₁₀ and PM_{2.5} emissions (predominantly dust and dirt) generated by human activity, including construction, road construction, bulk materials storage, landfill operations, etc. The following rules would be applicable to the proposed project:

- Rule 8021 (Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities) The purpose of this rule is to limit fugitive dust emissions from construction, demolition, excavation, extraction, and other earthmoving activities by utilizing dust control measures specified in this rule. Under this rule, no person shall perform any construction, demolition, excavation, extraction, or other earthmoving activities unless the appropriate requirements described under this rule are sufficiently implemented to limit visible dust emissions (VDE) to 20 percent opacity and comply with the conditions for a stabilized surface area when applicable.
- Rule 8031 (Bulk Materials) The purpose of this rule is to limit fugitive dust emissions from the outdoor handling, storage, and transport of bulk materials by utilizing dust control measures specified in this rule. Under this rule, no person shall perform any outdoor handling, storage, and transport of bulk materials unless the appropriate requirements described under this rule are sufficiently implemented to limit VDE to 20 percent opacity or to comply with the conditions for a stabilized surface as defined in Rule 8011.72
- Rule 8041 (Carryout and Trackout) The purpose of this rule is to prevent or limit
 fugitive dust emissions from carryout and trackout activities by utilizing dust control
 measures specified in this rule. Under this rule, an owner/operator shall sufficiently
 prevent or cleanup carryout and trackout as specified under this rule. The use of

blower devices, or dry rotary brushes or brooms, for removal of carryout and trackout on public roads is expressly prohibited. The removal of carryout and trackout from paved public roads does not exempt an owner/operator from obtaining state or local agency permits that may be required for the cleanup of mud and dirt on paved public roads.

- Rule 8051 (Open Areas) The purpose of this rule is to limit fugitive dust emissions from open areas by utilizing dust control measures specified in this rule. Under this rule, whenever open areas are disturbed or vehicles are used in open areas, an owner/operator shall implement one or a combination of control measures indicated under this rule to comply with the conditions of a stabilized surface at all times and to limit VDE to 20 percent opacity.
- Rule 8061 (Paved and Unpaved Roads) The purpose of this rule is to limit fugitive dust emissions from paved and unpaved roads by implementing control measures and design criteria described in greater detail under this rule's document.
- Rule 8071 (Unpaved Vehicle/Equipment Traffic Areas) The purpose of this rule is to limit fugitive dust emissions from unpaved vehicle and equipment traffic areas by implementing control measures and design criteria described in greater detail under this rule's document.

Visible emissions and dust are kept to the lowest practicable level. The goal is to minimize dust and emissions during construction and to the extent feasible, complaints from the public.

Table of Contents

Executive Su	ımmary	
Chapter 1.	Introduction	
1.1	Purpose of the Air Quality Technical Memo	2
1.2	Project Description and Build Alternative	3
1.3	No Build Alternative	3
Chapter 2.	Regulatory Framework	<i>6</i>
2.1	Federal Standards	<i>6</i>
2.2	State Regulations and Standards	<i>6</i>
2.3	Air Quality Pollutants and Standards	7
2.4	Climate Change	11
Chapter 3.	Existing Environment	16
3.1	Regional Climate and Topography	16
3.2	Sensitive Receptors	17
3.3	Existing Air Quality	17
Chapter 4.	Significance Thresholds	20
4.1	General Thresholds	20
4.2	San Joaquin Valley Air Pollution Control District Thresholds	20
4.3	Climate Change Significance Criteria	
Chapter 5.	Emission Analyses	
5.1	Operation Impacts	24
5.2	Short-Term Construction Impacts	
5.3	Climate Change Analysis.	
5.4	Consistency With Air Quality Management Plan	
5.5	Odors	
5.6	Cumulative Impacts	
Chapter 6.	Avoidance and Mitigation Measures	
6.1	Construction Emission/Dust Control Plan	
6.2	Regulation VIII (Fugitive PM ₁₀ Prohibitions)	
Chapter 7.	References	
	Appendices	
Appendix A.	EMFAC2011 Model Results	35
Appendix B.	Summary of Roadway Construction Emissions Model	38
Appendix C.	Caline4 Model Results	41
	List of Figures	
Figure 1. Reg	gional Vicinity	4
Figure 2. Pro	ject Location	5
	ifornia Greenhouse Forecast	
-		

List of Tables

Table 2-1. Federal and State Ambient Air Quality Standards	7
Table 3-1. State and Federal Attainment Status	18
Table 3-2. Ambient Air Quality	18
Table 4-1. SJVAPCD Air Quality Significance Thresholds	
Table 5-1. Operation Emissions (tons per year)	
Table 5-2. Maximum Predicted CO Concentrations ¹	26
Table 5-3. Operation CO _{2e} Emissions	29
Table 5-4. Construction CO ₂ e Emissions	29

List of Abbreviated Terms

AB Assembly Bill

APCD Air Pollution Control District AQMP Air Quality Management Plan

CAA Clean Air Act

CAAQS California Ambient Air Quality Standards
Caltrans California Department of Transportation

CARB California Air Resource Board CCAA California Clean Air Act

CEQA California Environmental Quality Act

CFR Code of Federal Regulations

CH₄ Methane
City City of Clovis
CO Carbon monoxide
CO₂ Carbon dioxide

CO_{2e} Carbon dioxide equivalent

EO Executive order

EPA U.S. Environmental Protection Agency FHWA Federal Highway Administration

GCC Global climate change GHG Greenhouse gas

GWP Global Warming Potential HFCx Hydrofluorocarbons

IPCC Intergovernmental Panel on Climate Change

 Mg/m^3 Milligrams per cubic meter $\mu g/m^3$ Micrograms per cubic meter

Mi Mile

MMTCO_{2e} Million Metric Tons of Carbon Dioxide Equivalents

Mph miles per hour MT Metric tons

MTCO_{2e}/yr Metric Tons of Carbon Dioxide Equivalent Per Year

NAAQS National Ambient Air Quality Standards NEPA National Environmental Policy Act

NHTSA National Highway Traffic Safety Administration

N₂O Nitrous oxide NO₂ Nitrogen dioxide

O₃ Ozone

OPR Governor's Office of Planning and Research

Pb Lead

PFCs Perfluorocarbons

PM_{2.5} Particulate matter 2.5 microns or less in diameter PM₁₀ Particulate matter 10 microns or less in diameter

ppb Parts per billion ppm Parts per million SB Senate Bill

SIP State implementation plan

SMAQMD Sacramento Metropolitan Air Quality Management District

SO₂ Sulfur dioxide SP Service Population VMT Vehicle miles traveled

Chapter 1. Introduction

1.1 Purpose of the Air Quality Technical Memo

The City of Clovis (City), located in Fresno County, proposes to replace a bridge on Leonard Avenue over the Enterprise Canal with a bridge that can accommodate four-lanes. As part of the project, additional right of way will be acquired for street widening south of the bridge along the frontage of the water treatment facility for north and southbound lane transitions and north of the bridge to modify residential drive approaches and striping. The number of lanes on Leonard Avenue north of the bridge will not change with this project. Figures 1 and 2 shows the regional vicinity and location of the project area. The project is subject to the California Environmental Quality Act (CEQA).

Pollutant emissions would primarily be generated during the construction and operation of the project. Therefore, this air quality study will evaluate potential air quality impacts to determine whether or not the project will:

- conflict with or obstruct implementation of the applicable air quality plan
- exceed established construction emission thresholds of significance;
- cause a carbon monoxide or particulate matter hot spot;
- violate any ambient air quality standard, contribute substantially to an existing or projected violation or expose sensitive receptors to substantial pollution concentrations; or
- have a significant effect on the environment from a cumulative standpoint.
- create objectionable odors affecting a substantial number of people
- generates greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment
- conflicts with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases

1.2 Project Description and Build Alternative

The proposed project will replace a bridge on Leonard Avenue over the Enterprise Canal with a bridge that can accommodate four lanes. The number of lanes on Leonard Avenue north of the bridge will not change with this project. Construction will include the removal of the existing bridge, installation of the new bridge including grading, acquisition of additional right of way for paving on the north and south bound for lane transitions, replacement of the turnout structure, relocation of the overhead utilities, modifications to existing residential drive approaches, and striping. The street widening along the frontage of the water treatment facility will be completed in conjunction with the construction of the bridge. To its south, there will be approximately 470 linear feet of roadway construction with a width of 36 feet. South of the bridge will be fully constructed with two lanes southbound and one lane northbound. North of the bridge, there will be one lane southbound and northbound. The street widening portion will connect with the bridge replacement and will be constructed following the bridge project.

1.3 No Build Alternative

The No Build Alternative would not provide any improvements to Leonard Avenue. Without the proposed improvements, the No Build Alternative does not provide adequate circulation within the project area.





Figure 2. Project Location



No Scale

Chapter 2. Regulatory Framework

The governing regulatory framework in the proposed project area is driven by federal, state and local agency enforcement of ambient air quality standard, specific regulations that govern project development, the type and quantity of emitted pollutants and ambient air quality status of the region.

2.1 Federal Standards

The Federal Clean Air Act (CAA) (USC § 7401) requires the adoption of National Ambient Air Quality Standards (NAAQS) to protect the public health, safety, and welfare from known or anticipated effects of air pollution. The NAAQS have been updated occasionally. EPA has current standards set for sulfur dioxide (SO₂), carbon monoxide (CO), nitrogen dioxide (NO₂), ozone (O₃), suspended particulate matter (PM₁₀), fine particulate matter (PM_{2.5}), and lead (Pb). These pollutants are collectively referred to as criteria pollutants. The State of California Air Resources Board (CARB) has established additional standards known as the California Ambient Air Quality Standards (CAAQS) that are generally more restrictive than the NAAQS. The CAA established two types of national air quality standards. Primary standards set limits to protect public health, including the health of "sensitive" populations such as asthmatics, children, and the elderly. Secondary standards set limits to protect public welfare, including protection against decreased visibility, damage to animals, crops, vegetation, and buildings. Federal and state standards are shown in Table 2-1.

2.2 State Regulations and Standards

The California Clean Air Act (CCAA) requires all areas of the state to achieve and maintain the CAAQS by the earliest practicable date. Authority has been given to the California Air Resource Board (CARB) to improve air quality throughout the state of California by overseeing the development and conformity of the State Implementation Plan (SIP), the state's plan for meeting and maintaining NAAQS. The goals of CARB include attaining and maintaining health air quality; protecting the public from exposure to toxic contaminants; and providing innovative approaches for complying with air pollution rules and regulations. CARB has established ambient air quality standards for the State of California. A few of the standards are similar to the federal standards; however, some are more stringent. Also, additional pollutants are included in the CAAQS. The State standards are shown in Table 2-1.

Table 2-1. Federal and State Ambient Air Quality Standards

Pollutant	Assaucation Tires	Concentrations		
Pollutant	Averaging Time	State Standards	Federal Standards	
Ozono (O)	1 hour	0.09 ppm	N/A	
Ozone (O ₃)	8 our	0.070 ppm	0.075 ppm	
Carbon Manavida (CO)	1 hour	20 ppm	35 ppm	
Carbon Monoxide (CO)	8 hour	9 ppm	9 ppm	
Nitragan Diavida (NO.)	1-hour	0.18 ppm	0.100 ppm	
Nitrogen Dioxide (NO ₂)	Annual	0.030 ppm	0.053 ppm	
	1 hour	0.25 ppm	75 ppb	
Sulfur Dioxide	3 hour	No separate state standard	0.5 ppm	
	24 hour	0.04 ppm	N/A	
Double Motter (DM)	24 hour	50 μg/m ³	150 μg/m³	
Particulate Matter (PM ₁₀)	Annual	20 μg/m ³	N/A	
	24 hour	a	35 μg/m³	
Particulate Matter - fine (PM _{2.5})	Annual (Primary)	12 μg/m³	12 μg/m ³	
	Annual (Secondary)		15 μg/m³	
Sulfates	24 hour	25 μg/m ³	N/A	
Lead (Pb)	Rolling 3 month average	No separate state standard	0.15 μg/m ³	
Hydrogen Sulfide	1 hour	0.03 ppm (42 μg/m³)	N/A	
Vinyl Chloride (chloroethene)	24 hour	0.01 ppm (26 μg/m³)	N/A	
Visibility-Reducing Particles	8 hour (10:00 a.m. to 6:00 p.m. Pacific Standard Time)	Extinction coefficient of 0.23 kilometer— visibility of 10 miles or more due to particles when relative humidity is less than 70 percent.	N/A	

Source: EPA website - www.epa.gov (last updated December 14, 2012) and CARB website - www.arb.ca.gov (last updated November 24, 2009)

Air Quality Pollutants and Standards 2.3

As stated previously, federal, state and local agencies have established ambient air quality standards for six criteria pollutants: CO, O₃, PM₁₀, PM_{2.5}, NO₂, SO₂, and Pb as presented in Table 2-1. O₃ and PM₁₀ are generally considered to be regional pollutants because they

mg/m³=milligrams per cubic meter; NA=no standard implemented; ppm=part per million; μg/m³=micrograms per cubic meter; ppb=parts per billion

a) There is no separate 24-hour PM 2.5 standard in California; however, the U.S. EPA promulgated a 24-hour PM 2.5 ambient air quality standard of 35 µg/m³.

or their precursors affect air quality on a regional scale. Pollutants such as CO, PM_{2.5}, NO₂, SO₂, and Pb are considered to be local pollutants because they tend to accumulate in the air locally. In the project area, PM and O₃, are pollutants of particular concern as the Fresno County is currently designated as a nonattainment area for PM_{2.5} and O₃.

- A. Carbon Monoxide (CO): CO is a public health concern because it combines readily with hemoglobin and thus reduces the amount of oxygen transported in the bloodstream. Effects on humans range from slight headaches to nausea to death. For urban areas, the internal combustion engines of motor vehicles are the principal sources of CO that cause ambient air quality levels to exceed the NAAQS. State and federal CO standards have been set for both 1-hour and 8-hour averaging times. The state 1-hour standard is 20 parts per million (ppm) by volume, and the federal 1-hour is 35 ppm. Both the state and federal standards are 9 ppm for the 8-hour averaging period. High CO levels develop primarily during winter when periods of light wind combine with ground-level temperature inversions. These conditions result in reduced dispersion of vehicle emissions. In addition, motor vehicles emit more CO in cool temperatures than in warm temperatures.
- **B. Ozone** (O₃): O₃ is not emitted directly into the air but is formed by a photochemical reaction in the atmosphere. O₃ precursors, which include NO_x and ROGs, react in the atmosphere in the presence of sunlight to form ozone. Ground level and stratosphere-level O₃ share the same chemical structure; however, their effects differ greatly due to their positions in the atmosphere. Ground-level O₃ has adverse effects due to its potential impacts to human health, while stratospheric O₃ has a protective effect by shielding the earth's surface from harmful radiation. When O₃ is inhaled, it can cause a variety of health problems such as chest pain, coughing, throat irritation, and congestion. State and federal standards for O₃ have been set for a 1-hour averaging time. The state requires that O₃ concentration not exceed 0.09 ppm of O₃ being produced in a given area in 1 hour. The federal 1-hour O₃ standard was revoked by the EPA in 2005. The federal 8-hour O₃ standard is 0.075 ppm and the state standard is 0.07 ppm.
- **C. Particulate Matter (PM₁₀) & (PM_{2.5}):** PM emissions are generated by a wide variety of sources, including agricultural activities, industrial emissions, dust suspended by vehicle traffic and construction equipment, and secondary aerosols formed by reactions in the atmosphere. The NAAQS for particulate matter applies to two classes of particulate: PM_{2.5}, particulate matter 2.5 microns or less in

diameter, and PM_{10} , particulate matter 10 microns or less in diameter. PM of ten microns in diameter and smaller pose the greatest health problems by being able to bypass the nose and throat's natural filtration systems and enter deep into the lungs, heart, and bloodstream. This can cause difficulty with breathing (including aggravating asthma), irregular heartbeat, nonfatal heart attacks, and premature death in people with heart or lung problems. The state PM_{10} standards are 50 micrograms per cubic meter ($\mu g/m^3$) as a 24-hour average and 20 $\mu g/m^3$ as an annual arithmetic mean. The federal PM_{10} standard is 150 $\mu g/m^3$ as a 24-hour average. The federal standards for $PM_{2.5}$ are 12 $\mu g/m^3$, 15 $\mu g/m^3$ and 35 $\mu g/m^3$ for primary annual, secondary annual and 24 hours; respectively. The state standard for $PM_{2.5}$ is 12 $\mu g/m^3$ as an annual arithmetic mean. There is no separate state standard for 24-hour $PM_{2.5}$.

- **D.** Nitrogen Dioxide (NO₂): NO₂ belongs to a family of highly reactive gases called NO_x. These gases form when fuel is burned at high temperatures, and come principally from motor vehicle exhaust and stationary sources such as electric utilities and industrial boilers. A suffocating, brownish gas, NO2 is a strong oxidizing agent that reacts in air to form corrosive nitric acid, as well as toxic organic nitrates. It also plays a major role in the atmospheric reactions that produce ground-level O₃ (or smog), which can trigger serious respiratory problems. Recently, the Northeast States for Coordinated Air Use Management (NESCAUM) have proposed to the EPA a new standard for NO₂ based on new epidemiologic and toxicological data that support the need for a short-term NO₂ standard. The NESCAUM also suggests that the current annual standard, without a supplemental short-term standard, may not be adequately protective of public health. With this evidence, the EPA and the Clean Air Scientific Advisory Committee (CASAC) have recognized the need for a short-term NO₂ standard. Further, short-term NO₂ exposures (i.e., 30 minutes to 24 hours) have been linked to increased airway reactivity, worsened control of asthma, and increased incidences of respiratory illnesses and symptoms. The federal 1-hour and annual standard for NO₂ are 0.100 ppm and 0.053 ppm, respectively. The state 1-hour and annual standard for NO₂ are 0.18 ppm and 0.030 ppm, respectively.
- **E. Sulfur Dioxide (SO₂):** SO₂ belongs to the family of sulfur oxide gases (SO_x). These gases are formed when fuel containing sulfur (mainly coal and oil) is burned, and during metal smelting and other industrial processes. SO₂ contributes to respiratory illness, particularly in children and the elderly, and aggravates existing heart and lung diseases. SO₂ also contributes to the formation of acid

rain, which causes damages to trees, crops, historic buildings, and monuments; and makes soils, lakes, and streams acidic. The EPA's health-based national air quality standard for SO₂ is 75 ppb (measured over 1-hour) and 0.5 ppm (measured over 3 hours). The state 1-hour and 24-hour standard for SO₂ are 0.25 ppm and 0.04 ppm, respectively.

F. Lead (Pb): Pb is a metal found naturally in the environment as well as in manufactured products. Once taken into the body, Pb distributes throughout the body in the blood and is accumulated in the bones. Depending on the level of exposure, lead can adversely affect the nervous system, kidney function, immune system, reproductive and developmental systems and the cardiovascular system. The major sources of Pb emissions have historically been motor vehicles and industrial sources. Due to the phase out of leaded gasoline, metal processing is the major source of Pb emissions to the air today. The highest levels of Pb in air are generally found near lead smelters. Other stationary sources are waste incinerators, utilities, and lead-acid battery manufacturers.

On October 15, 2008 the EPA signed a final rule to tighten allowable Pb concentrations from 1.5 μ g/m³ to 0.15 μ g/m³. The EPA said it strengthened the standards after a thorough review of the science on lead, advice from the Clean Air Scientific Advisory Committee, and consideration of public comments. The EPA has noted that the existing monitoring network for lead is not sufficient to determine whether many areas of the country would meet the revised standards. As a result, the EPA is redesigning the nation's lead monitoring network. No later than October 2011, the EPA will designate areas that must take additional steps to reduce lead air emissions. States will have five years to meet the new standards after designations take effect.

G. Global Climate Change (GCC) refers to changes in average climatic conditions on Earth as a whole, including temperature, wind patterns, precipitation and storms. Global temperatures are moderated by naturally occurring atmospheric gases, including water vapor, carbon dioxide (CO₂), methane (CH₄) and nitrous oxide (N₂O), which are known as greenhouse gases (GHGs). These gases allow solar radiation (sunlight) into the Earth's atmosphere, but prevent radioactive heat from escaping, thus warming the Earth's atmosphere. Gases that trap heat in the atmosphere are often called greenhouse gases, analogous to a greenhouse. GHGs are emitted by both natural processes and human activities. The accumulation of GHGs in the atmosphere regulates the Earth's temperature. Without these natural

GHGs, the Earth's temperature would be about 61° Fahrenheit cooler (California EPA 2006). Emissions from human activities, such as electricity production and vehicle use, have elevated the concentration of these gases in the atmosphere.

GHGs have been at the center of a widely contested political, economic, and scientific debate surrounding GCC. Although the conceptual existence of GCC is generally accepted, the extent to which GHGs contribute to it remains a source of debate. The State of California has been at the forefront of developing solutions to address GCC. GCC refers to any significant change in measures of climate, such as average temperature, precipitation, or wind patterns over a period of time. GCC may result from natural factors, natural processes, and/or human activities that change the composition of the atmosphere and alter the surface and features of land.

Global climate change attributable to anthropogenic (human) emissions of GHGs mainly carbon dioxide [CO₂], methane [CH₄] and nitrous oxide [N₂O] is currently one of the most important and widely debated scientific, economic and political issues in the United States. Historical records indicate that global climate changes have occurred in the past due to natural phenomena (such as during previous ice ages). Some data indicate that the current global conditions differ from past climate changes in rate and magnitude.

The United Nations Intergovernmental Panel (Panel) on Climate Change constructed several emission trajectories of GHGs needed to stabilize global temperatures and climate change impacts. The Panel concluded that a stabilization of GHGs at 400 to 450 ppm CO₂ equivalent concentration is required to keep global mean warming below 35.6° Fahrenheit (2° Celsius), which is assumed to be necessary to avoid dangerous climate change (Association of Environmental Professionals 2007). State law defines greenhouse gases as any of the following compounds: CO₂, CH₄, N₂O, hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and sulfur hexafluoride (SF₆) (California Health and Safety Code Section 38505(g).) CO₂, followed by CH₄ and N₂O, are the most common GHGs that result from human activity.

2.4 Climate Change

Climate change refers to long-term changes in temperature, precipitation, wind patterns, and other elements of the earth's climate system. An ever-increasing body of scientific

research attributes these climatological changes to greenhouse gas (GHG) emissions, particularly those generated from the production and use of fossil fuels.

While climate change has been a concern for several decades, the establishment of the Intergovernmental Panel on Climate Change (IPCC) by the United Nations and World Meteorological Organization in 1988 has led to increased efforts devoted to GHG emissions reduction and climate change research and policy. These efforts are primarily concerned with the emissions of GHGs generated by human activity including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), tetrafluoromethane, hexafluoroethane, sulfur hexafluoride (SF₆), HFC-23 (fluoroform), HFC-134a (s, s, s, 2-tetrafluoroethane), and HFC-152a (difluoroethane).

In the U.S., the main source of GHG emissions is electricity generation, followed by transportation. In California, however, transportation sources (including passenger cars, light-duty trucks, other trucks, buses, and motorcycles make up the largest source of GHG-emitting sources. The dominant GHG emitted is CO₂, mostly from fossil fuel combustion.

There are four primary strategies for reducing GHG emissions from transportation sources: 1) improving the transportation system and operational efficiencies, 2) reducing travel activity), 3) transitioning to lower GHG-emitting fuels, and 4) improving vehicle technologies/efficiency. To be most effective all four strategies should be pursued cooperatively.

2.4.1 Federal

Although climate change and GHG reduction are a concern at the federal level; currently no regulations or legislation have been enacted specifically addressing GHG emissions reductions and climate change at the project level. Neither the United States Environmental Protection Agency (EPA) nor the Federal Highway Administration (FHWA) has issued explicit guidance or methods to conduct project-level GHG analysis. FHWA supports the approach that climate change considerations should be integrated throughout the transportation decision-making process, from planning through project development and delivery. Addressing climate change mitigation and adaptation up front in the planning process will assist in decision-making and improve efficiency at the program level, and will inform the analysis and stewardship needs of project-level decision-making. Climate change considerations can be integrated into many planning factors, such as supporting economic vitality and global efficiency, increasing safety and mobility, enhancing the environment, promoting energy conservation, and improving the quality of life.

The four strategies outlined by FHWA to lessen climate change impacts correlate with efforts that the state is undertaking to deal with transportation and climate change; these strategies include improved transportation system efficiency, cleaner fuels, cleaner vehicles, and a reduction in travel activity.

Climate change and its associated effects are being addressed through various efforts at the federal level to improve fuel economy and energy efficiency, such as the "National Clean Car Program" and Executive Order (EO) 13514 - Federal Leadership in Environmental, Energy and Economic Performance.

Executive Order 13514 (October 5, 2009): This order is focused on reducing greenhouse gases internally in federal agency missions, programs and operations, but also direct federal agencies to participate in the Interagency Climate Change Adaptation Task Force, which is engaged in developing a national strategy for adaptation to climate change.

U.S. EPA's authority to regulate GHG emissions stems from the U.S. Supreme Court decision in *Massachusetts v. EPA* (2007). The Supreme Court ruled that GHGs meet the definition of air pollutants under the existing Clean Air Act and must be regulated if these gases could be reasonably anticipated to endanger public health or welfare. Responding to the Court's ruling, U.S. EPA finalized an endangerment finding in December 2009. Based on scientific evidence it found that six greenhouse gases constitute a threat to public health and welfare. Thus, it is the Supreme Court's interpretation of the existing Act and EPA's assessment of the scientific evidence that form the basis for EPA's regulatory actions. U.S. EPA in conjunction with National Highway Traffic Safety Administration (NHTSA) issued the first of a series of GHG emission standards for new cars and light-duty vehicles in April 2010.¹

The U.S. EPA and the NHTSA are taking coordinated steps to enable the production of a new generation of clean vehicles with reduced GHG emissions and improved fuel efficiency from on-road vehicles and engines. These next steps include developing the first-ever GHG regulations for heavy-duty engines and vehicles, as well as additional light-duty vehicle GHG regulations.

The final combined standards that made up the first phase of this national program apply to passenger cars, light-duty trucks, and medium-duty passenger vehicles, covering model years 2012 through 2016. The standards implemented by this program are expected to reduce GHG emissions by an estimated 960 million metric tons and 1.8

_

¹ <u>http://www.c2es.org/federal/executive/epa/greenhouse-gas-regulation-faq</u>

billion barrels of oil over the lifetime of the vehicles sold under the program (model years 2012-2016).

On August 28, 2012, U.S. EPA and NHTSA issued a joint Final Rulemaking to extend the National Program for fuel economy standards to model year 2017 through 2025 passenger vehicles. Over the lifetime of the model year 2017-2025 standards this program is projected to save approximately four billion barrels of oil and two billion metric tons of GHG emissions.

The complementary U.S. EPA and NHTSA standards that make up the Heavy-Duty National Program apply to combination tractors (semi trucks), heavy-duty pickup trucks and vans, and vocational vehicles (including buses and refuse or utility trucks). Together, these standards will cut greenhouse gas emissions and domestic oil use significantly. This program responds to President Barack Obama's 2010 request to jointly establish greenhouse gas emissions and fuel efficiency standards for the medium- and heavy-duty highway vehicle sector. The agencies estimate that the combined standards will reduce CO₂ emissions by about 270 million metric tons and save about 530 million barrels of oil over the life of model year 2014 to 2018 heavy duty vehicles.

2.4.2 State Regulations and Standards

With the passage of several pieces of legislation including State Senate and Assembly bills and Executive Orders, California launched an innovative and pro-active approach to dealing with GHG emissions and climate change.

Assembly Bill 1493 (AB 1493), Pavley, Vehicular Emissions: Greenhouse Gases, 2002: This bill requires the California Air Resources Board (ARB) to develop and implement regulations to reduce automobile and light truck GHG emissions. These stricter emissions standards were designed to apply to automobiles and light trucks beginning with the 2009-model year.

Executive Order S-3-05 (EO) (June 1, 2005): The goal of this EO is to reduce California's GHG emissions to: 1) year 2000 levels by 2010, 2) year 1990 levels by the 2020, and 3) 80 percent below the year 1990 levels by 2050. In 2006, this goal was further reinforced with the passage of Assembly Bill 32.

Assembly Bill 32 (AB 32), Núñez and Pavley, The Global Warming Solutions Act of 2006: AB 32 sets the same overall GHG emissions reduction goals as outlined in EO S-3-05, while further mandating that ARB create a scoping plan and implement rules to achieve "real, quantifiable, cost-effective reductions of greenhouse gases."

Executive Order S-20-06 (October 18, 2006): This order establishes the responsibilities and roles of the Secretary of the California Environmental Protection Agency (Cal/EPA) and state agencies with regard to climate change.

Executive Order S-01-07 (January 18, 2007): This order set forth the low carbon fuel standard for California. Under this EO, the carbon intensity of California's transportation fuels is to be reduced by at least ten percent by the year 2020.

Senate Bill 97 (SB 97) Chapter 185, 2007, Greenhouse Gas Emissions: required the Governor's Office of Planning and Research (OPR) to develop recommended amendments to the California Environmental Quality Act (CEQA) Guidelines for addressing GHG emissions. The amendments became effective on March 18, 2010.

Senate Bill 375 (SB 375), Chapter 728, 2008, Sustainable Communities and Climate Protection: This bill requires the California Air Resources Board (CARB) to set regional emissions reduction targets from passenger vehicles. The Metropolitan Planning Organization (MPO) for each region must then develop a "Sustainable Communities Strategy" (SCS) that integrates transportation, land-use, and housing policies to plan for the achievement of the emissions target for their region.

Senate Bill 391 (SB 391) Chapter 585, 2009 California Transportation Plan: This bill requires the State's long-range transportation plan to meet California's climate change goals under AB 32.

Chapter 3. Existing Environment

3.1 Regional Climate and Topography

Topographically, the San Joquain Valley Air Basin (SJVAB) is defined by the Sierra Nevadas to the east, the Coast Range to the west, and the Tehachapi Mountains to the south, and it opens to the sea at the Carquinez Strait where the San Joaquin–Sacramento Delta empties into San Francisco Bay. Although marine air generally flows into the SJVAB from the delta, the Coast Range hinders wind access into the SJVAB from the west, the Tehachapi Mountains prevent the southerly passage of airflow, and the Sierra Nevadas are a significant barrier to the east. These topographic features result in weak airflow, which is blocked vertically by high barometric pressure over the SJVAB. Most of the surrounding mountains are above the normal height of the summer inversion layer. As a result, the majority of the SJVAB is highly susceptible to pollutant accumulation over time.

Wind speed and direction play an important role in the dispersion and transport of air pollutants. Ozone and inhalable particulates are classified as regional pollutants because they can be transported away from the emission source before concentrations peak. In contrast, local pollutants, such as carbon monoxide, tend to have their highest concentrations near the source of emissions. These local pollutants dissipate easily and, therefore, have the highest concentrations during low wind speeds. During the summer, winds usually originate at the northern end of the SJVAB and flow in a south/southeasterly direction through the Tehachapi Pass into the Mojave Desert Air Basin. During the winter, winds occasionally originate from the south end of the SJVAB and flow in a north/northwesterly direction. Also, during winter, the SJVAB experiences light, variable winds, typically less than 10 miles per hour. Low wind speeds combined with low inversion layers in the winter create a climate conducive to high carbon monoxide and inhalable particulate concentrations. The vertical mixing of air pollutants is limited by the presence of persistent temperature inversions. Inversions may be either at ground level or elevated levels. Ground-level inversions occur frequently during early fall and winter (i.e., October through January). High concentrations of primary pollutants, which are those emitted directly into the atmosphere (e.g., carbon monoxide), are typically found during ground-level inversions. Elevated inversions act as a lid over the SJVAB and limit vertical mixing, and can result in severe air stagnation. Elevated inversions contribute to the occurrence of high levels of ozone during the summer months.

The SJVAB enjoys an inland Mediterranean climate, averaging more than 260 sunny days per year. The valley floor is characterized by warm, dry summers and cooler winters. Average daily temperatures in the SJVAB range from 44.6 degrees Fahrenheit (°F) in January to 76.7°F in July. Summer highs often exceed 100°F, averaging in the low 90s in the northern valley and high 90s to the south. Maximum temperatures of 90°F or greater occur about 88 days per year. Although the SJVAB enjoys a high percentage of sunshine, a reduction in sunshine occurs during December and January due to fog and intermittent stormy weather. Temperatures of 32°F and below occur about 22 days per year. Nearly 90 percent of the annual precipitation in the SJVAB falls in the six months between November and April.

Local Setting

The SJVAB is defined by the topographic horseshoe formed by the Diablo and Temblor ranges on the west, the Tehachapi Mountains on the south, and the Sierra Nevada range on the east and southeast. The SJVAB encompasses approximately 10.5 million acres, and its maximum length and width are about 170 miles and 140 miles, respectively. The valley floor is approximately 40 miles wide near its southern end, widening to a maximum of 90 miles near the Kaweah River. Rainfall for the area averages approximately 11.5 inches per year, 95 percent of which occurs October through April; although, rainfall can occur year round. In addition, this portion of the San Joaquin Valley is subject to dense fog, commonly called "tule fog," from mid-November through February.

3.2 Sensitive Receptors

People that are more susceptible to air quality are young children, the elderly, and people with immune deficiencies. Land uses, such as schools, daycare facilities, hospitals, elderly care facilities, and other areas that are occupied by people susceptible to air quality pollutants are considered sensitive air quality receptors. However, there are no sensitive air quality receptors within the project area.

3.3 Existing Air Quality

Regional air quality is monitored locally by the San Joquain Valley Air Pollution Control District (SJVAPCD). SJVAPCD relies on one or more monitoring stations to document local air pollutant concentration levels. The EPA determines regional air quality status based on data collected from permanent monitoring stations. An area is classified as "attainment" if the primary NAAQS have been achieved and "non-attainment" if the NAAQS are not achieved. The project area is currently in nonattainment with federal

standards for $PM_{2.5}$ and O_3 . Although, the project area is in attainment with the federal PM_{10} standards, the area is still a state nonattainment area.

Table 3-1. State and Federal Attainment Status

Criteria Pollutants	Federal Standards ^a	State Standards ^b
Ozone	No Federal Standard ^f	Non-attainment/Severe
Ozone	Non-attainment/Extreme ^e	Non-attainment
PM ₁₀	Attainment ^c	Non-attainment
PM _{2.5}	Nonattainment ^d	Non-attainment
Carbon Monoxide	Attainment/Unclassified	Attainment/Unclassified
Nitrogen Dioxide	Attainment/Unclassified	Attainment
Sulfur Dioxide	Attainment/Unclassified	Attainment
Sulfates	N/A	Attainment
Lead	No Designation/Classification	Attainment
Hydrogen Sulfide	N/A	Unclassified
Visibility Reducing Particles	N/A	Unclassified
Vinyl	N/A	Attainment

Source: aSee 40 CFR Part 81

Table 3-2 displays the last three years of monitoring data at these nearby monitoring stations to illustrate the air pollutant concentration trends for the pollutants of concern. The County is in attainment for CO; therefore, the monitoring stations within Fresno County do not collect monitoring data for CO emissions. The concentrations collected show that PM₁₀ and PM_{2.5} have not exceeded the federal NAAQS in the last three years. O₃ emissions exceeded both state CAAQS and federal NAAQS. Further, PM₁₀ emissions have exceeded state CAAQS for the past two years.

Table 3-2. Ambient Air Quality

			-,	
	Oz	one	PM _{2.5}	PM ₁₀
	Max 1-hour Conc. (ppm)	Max 8-hour Conc. (ppm)	Max 24-hour Conc. (μg/m³)	Max 24-hour Conc. (μg/m³)
Monitoring Station		908 N. Villa Avenu	ie, Clovis, CA 93612	
Federal Standard	No Federal standard	0.075 ppm	35 μg/m ³	150 μg/m³
State Standard	0.09 ppm	0.07 ppm	35 μg/m³	50 μg/m³
2012	0.124	0.108	24.1	80.4
2011	0.133	0.103	17.9	76.4
2010	0.133	0.105	14.6	75.2

^b See CCR Title 17 Sections 60200-60210

 $^{^{\}circ}$ On September 25, 2008, EPA redesignated the San Joaquin Valley to attainment for the PM10 National Ambient Air Quality Standard (NAAQS) and approved the PM10 Maintenance Plan.

^d The Valley is designated nonattainment for the 1997 PM_{2.5} NAAQS. EPA designated the Valley as nonattainment for the 2006 PM2.5 NAAQS on November 13, 2009 (effective December 14, 2009).

^e Though the Valley was initially classified as serious nonattainment for the 1997 8-hour ozone standard, EPA approved Valley reclassification to extreme nonattainment in the Federal Register on May 5, 2010 (effective June 4, 2010).

Effective June 15, 2005, the U.S. Environmental Protection Agency (EPA) revoked the federal 1-hour ozone standard, including associated designations and classifications. EPA had previously classified the SJVAB as extreme nonattainment for this standard. EPA approved the 2004 Extreme Ozone Attainment Demonstration Plan on March 8, 2010 (effective April 7, 2010). Many applicable requirements for extreme 1-hour ozone nonattainment areas continue to apply to the SJVAB. N/A=No Federal Standard

Source: EPA web page, http://www.epa.gov/airdata/ad rep mon.html

Chapter 4. Significance Thresholds

4.1 General Thresholds

Appendix G (Environmental Checklist Form), of the *State CEQA Guidelines* contains analysis guidelines for the assessment of air quality impacts. These guidelines have been used as thresholds of significance for this analysis. As stated in Appendix G, a project may create a significant environmental impact if it results in one or more of the following:

- Conflict with or obstruct implementation of the applicable air quality plan
- Violate any air quality standard or contribute substantially to an existing or projected air quality violation
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)
- Expose sensitive receptors to substantial pollutant concentrations
- Create objectionable odors affecting a substantial number of people

4.2 San Joaquin Valley Air Pollution Control District Thresholds

The project is located in the SJVAB within the jurisdiction of the SJVAPCD, which has regional authority delegated by CARB and the EPA. The SJVAPCD is responsible for managing ambient air quality and setting regulations within the San Joaquin Valley, establishing an air quality monitoring network for measuring ambient concentration levels for criteria pollutants, administer funds that are used to reduce regional mobile source emissions, and permitting of stationary air pollutant sources.

The SJVAPCD has established thresholds of significance for use in CEQA analyses. The SJVAPCD identifies thresholds that separate a project's short-term, long-term and cumulative emissions. The short-term emissions are mainly related to the construction phase of a project and are recognized to be short in duration. The SJVAPCD thresholds for short-term emissions are related to adhering to specific control measures so that impacts are below less than significant. The San Joaquin Valley Air Pollution Control District, *Guide to Assessing and Mitigating Air Quality Impacts* (GAMAQI), includes significance thresholds for air quality impacts. If project NO_X, ROG, and/or PM₁₀ PM_{2.5} emissions would exceed the pollutants' respective emissions threshold, as listed in Table

4-1, a significant air quality impact would occur. The threshold for ozone precursors (NO_X and ROG) is 10 tons per year (tpy). The threshold for PM₁₀ and PM_{2.5} is 15 tpy. The thresholds are applied to both construction and operational air quality impacts. For cumulative ozone impacts, the GAMAQI recommends that lead agencies use the thresholds for ROG and NO_X in Table 4-1. For cumulative PM₁₀ and PM_{2.5} impacts, GAMAQI recommends that lead agencies examine the potential exposure of nearby sensitive receptors to fugitive PM₁₀ and PM_{2.5} emissions from project construction activities and those of any nearby projects that may be under construction at the same time as the proposed project. If warranted, enhanced dust control measures listed in the GAMAQI should be used to reduce the cumulative PM₁₀ and PM_{2.5} impacts to less than significant.

Table 4-1. SJVAPCD Air Quality Significance Thresholds

	Mass Emissions Thresholds
Pollutant	Construction /Operation
NOx	10 tpy
ROG	10 tpy
PM10	15 tpy
PM2.5	15 tpy
SOx	-
СО	•
Lead	-
Toxic	c Air Contaminants and Odor Thresholds
TACs	Probability of contracting cancer for the Maximally Exposed Individual (MEI) ¹ exceeds 10 in 1 million; or Ground-level concentrations of non-carcinogenic toxic air conta4minants would result in a Hazard Index greater than 1 for the MEI.
Odor	Any project with the potential to frequently expose members of the public to objectionable odors will be deemed to have a significant impact.
CO	In attainment; significant if project causes or contributes to an exceedance of either of the following standards:
1-hour average	20 parts per million (state)
8-hour average	9.0 parts per million (state)

Source: San Joaquin Valley Air Pollution Control District. Guide for Assessing and Mitigating Air Quality Impacts, (2002).

Note: The SJVAPCD's approach to assessing construction air quality impacts is to require implementation of effective and comprehensive control measures rather than to require detailed quantification of emission concentrations for modeling of direct impacts. The SJVAPCD has determined that compliance with Regulation VIII for all sites and implementation of all other control measures indicated in Tables 6-2 and 6-3 of the GAMAQI (as appropriate, depending on the size and location of the project site) would constitute sufficient mitigation to reduce PM_{10} and $PM_{2.5}$ impacts to less than significant.

¹ A hypothetical individual who – because of proximity, activities, or living habits – could potentially receive the maximum possible dose of radiation or of a hazardous chemical from a given event or process.

4.3 Climate Change Significance Criteria

According to the California Natural Resources Agency, "due to the global nature of GHG emissions and their potential effects, GHG emissions will typically be addressed in a cumulative impacts analysis. According to Appendix G of the CEQA Guidelines, the following criteria may be considered to establish the significance of GCC emissions: Would the project:

- Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

As discussed in Section 15064.4 of the CEQA Guidelines, the determination of the significance of greenhouse gas emissions calls for a careful judgment by the lead agency, consistent with the provisions in Section 15064. Section 15064.4 further provides that a lead agency should make a good-faith effort, based to the extent possible on scientific and factual data, to describe, calculate, or estimate the amount of GHG emissions resulting from a project. A lead agency shall have discretion to determine, in the context of a particular project, whether to:

- 1) Use a model or methodology to quantify greenhouse gas emissions resulting from a project, and which model or methodology to use. The lead agency has discretion to select the model or methodology it considers most appropriate provided it supports its decision with substantial evidence. The lead agency should explain the limitations of the particular model or methodology selected for use; and/or
- 2) Rely on a qualitative analysis or performance based standards.

Section 15064.4 also advises a lead agency to consider the following factors, among others, when assessing the significance of impacts from greenhouse gas emissions on the environment:

- 1) The extent to which the project may increase or reduce greenhouse gas emissions as compared to the existing environmental setting;
- 2) Whether the project emissions exceed a threshold of significance that the lead agency determines applies to the project; and

3) The extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions.

Based on the ARB's analysis that statewide 2020 business as usual GHG emissions would be 596 million metric tons of carbon dioxide equivalents (MMTCO_{2e}) and that 1990 emissions were 427 MMTCO_{2e}, local lead agencies have estimated that a reduction of 28.35% below business as usual is required to achieve the AB 32 reduction mandate (ARB 2010).

As previously discussed the air quality for the proposed project area is regulated by the SJVAPCD, the agency principally responsible for comprehensive air pollution control in the Fresno County. However, the SJVAPCD does not have specific Significance Thresholds for GHG emissions.

On February 18, 2010, the Council on Environmental Quality (CEQ) released draft guidelines on when and how agencies must consider greenhouse gas emissions and climate change in their proposed actions. The draft guidance explains how agencies should analyze the environmental impacts of greenhouse gas emissions and climate change when they describe the environmental impacts of a proposed action. It provides practical tools for agency reporting, including a presumptive threshold of 25,000 metric tons of carbon dioxide equivalent (MTCO₂e) emissions from the proposed action to trigger a quantitative analysis and instructs agencies how to assess the effects of climate change on the proposed action and their design.

Chapter 5. Emission Analyses

An air quality impact assessment will be conducted to determine the significance of the impact created by the short-term construction and long-term operation of the proposed project on the surrounding area. Construction may affect air quality as a result of the (1) construction equipment emissions, (2) fugitive dust from grading and earth moving, and (3) emissions from vehicles to/from the sites by construction workers. Operation related emissions would be generated primarily from vehicle emissions generated from the operation of the project and the redistribution of traffic throughout the project corridor.

The ARB' emissions estimator model, EMFAC 2011, will be utilized to estimate emission from the operation of the proposed project. EMFAC 2011 is a California-specific project-level analysis tool for modeling emissions of criteria pollutants and carbon dioxide from on-road vehicles. Construction emissions will be estimated utilizing the Sacramento Metropolitan Air Quality Management District's (SMAQMD) Road Construction Emission Model. The SMAQMD's Roadway Construction Emissions Model is a spreadsheet-based model that is able to use basic project information (e.g., total construction months, project type, total project area) to estimate a construction schedule and quantify NO_x and other exhaust emissions from heavy-duty construction equipment, haul trucks, and worker commute trips associated with linear construction projects, as well as fugitive PM dust. The model utilizes emission factors from EMFAC2011 and OFFROAD2011 based on specific construction input parameters.

The calculated emissions will be compared to the thresholds defined in Tables 4-1. Any exceedances of those thresholds created by the proposed project will signify a significant impact created by the proposed project.

5.1 Operation Impacts

Mobile source emissions are generated from vehicle miles traveled (VMT) associated with the operation of the proposed project. As stated previously, the EMFAC2011 model was used to estimate emissions generated from the operation of the proposed project. EMFAC2011 estimated emissions from the operation of the proposed project and are shown in Table 5-1. EMFAC2011 output results are located in Appendix A.

ROG NO_x CO SOx PM₁₀ PM_{2.5} Year 2014 1.82 5.55 16.10 0.03 0.36 0.19 2015 1.69 5.02 14.80 0.03 0.35 0.18 2040 1.18 2.59 9.01 0.05 0.48 0.23 10¹ 10^{1} SJVAPCD Significance Thresholds N/A N/A 15² 15^{2} **Exceed Thresholds?** No No No No No No

Table 5-1. Operation Emissions (tons per year)

Emission calculations generated from EMFAC2011 demonstrate that the operation of the proposed project will not cause a significant impact to the surrounding area for non-attainment pollutants. The SJVAPCD has not established thresholds for CO, SO_x , PM_{10} and $PM_{2.5}$. However, it was recommended to use a threshold of 15 tons/yr for PM_{10} and $PM_{2.5}$ to evaluate project impacts. Project-related emissions do not exceed the SJVAPCD's established thresholds for NO_x and ROG and the recommend thresholds for PM_{10} and $PM_{2.5}$

CO hot-spot analysis

Although the project area is in attainment for CO, under certain special conditions, there still may be cause for concern about the air quality impacts of the project even if though existing segments are not operating at a LOS of E or the project does not worsen the LOS to E. The proposed project under 2015 and 2035 conditions increases traffic volumes over existing conditions, with the largest increase occurring between 2015 and 2035. These increases in traffic volumes may have an effect on changing LOS conditions. Further, the meterological conditions of the project area may be favorable to creating higher CO concentrations.

The CO hot spot modeling was performed according to the methodology outlined in the CO Protocol. The CO emission factors were calculated with EMFAC2011, using default vehicle population data for the air basin. Emission factors were estimated for approach (1 mph) and acceleration (10 mph) vehicle speeds at each intersection. Parameters used in the EMFAC2011 modeling and the resulting emission factors are presented in Appendix C. CO concentrations were calculated using Caltrans' CALINE4, a dispersion model that predicts CO impacts near roadways. CO concentrations were estimated using traffic data obtained from the Traffic Study Report prepared by Peters Engineering Group (February, 2014). As indicated in the EPA Guidelines (EPA, 1992) and consistent with Caltrans' CO Protocol, CALINE4 utilized meteorological conditions of 1.64 feet (ft) per-second wind

¹San Joaquin Valley Air Pollution Control District, Guide to Assessing and Mitigating Air Quality Impacts (2002) ²Recommended threshold per verbal conservation with SJVAPCD

speed; 3,280 ft mixing height; and a extremely stable (Class G) atmosphere. The worst-case wind angle was chosen from CALINE4 run types which allow evaluation of the wind angle that produces the highest CO concentration at each receptor.

Receptors were placed around intersections at worst-case curbside locations. Receptors were placed 10 ft from the edge of roadway to ensure they were not within the mixing zone of travel lanes and were in a location accessible to the public. Concentrations were calculated at a receptor height of 5.9 feet. CALINE4 models were created for existing and future build conditions (2015 and 2035). CALINE4 modeling output results are presented in Appendix D.

Modeled CO concentrations were combined with current ambient CO background concentrations and compared to the 1-hour and 8-hour CO NAAQS, as shown in Table 5-2.

Table 5-2. Maximum Predicted CO Concentrations¹

Intersection		20	15	203	35				
intersection	Existing	No Build	Build	No Build	Build				
	1-hour CO Concentrations								
Federal	Standards - 35	opm, State Sta	ndards - 20 ppr	n					
Leonard Avenue between Barstow & Bullard Avenues	2.4	2.5	2.5	2.5	2.5				
	8-hour CC) Concentration	ns						
	Federal and St	tate Standard -	9 ppm						
Leonard Avenue between Barstow									
& Bullard Avenues	1.68	1.75	1.75	1.75	1.75				
Notes: Source: Entech Consulting Group, 2014									
¹ All concentrations shown are in parts p	er million (ppm)								

Results from the CO hot-spot modeling analysis demonstrate that future predicted CO concentrations are slightly higher than existing levels due to an increase in future traffic volumes. Further, the comparison between future No-build and the Build alternative CO concentrations indicate that CO concentrations are expected to remain unchanged. The increase in traffic from 2015 to 2035 Build conditions will have a minimal effect on air quality within the proposed project area. Therefore, the proposed project will not worsen ambient air quality, create additional violations of federal and state standards, or delay the basin's goal for meeting attainment standards.

5.2 Short-Term Construction Impacts

During construction, the project would generate pollutants such as: hydrocarbons, oxides of nitrogen, carbon monoxide, and suspended PM. A major source of PM would be windblown dust generated during excavation, grading, hauling, and various other activities. The impacts of these activities would vary each day as construction progresses.

Construction activities during these phases of the project would include limited excavation, grading, hauling, and various other activities needed to construct the project. These activities would generate short-term increases in particulate matter. Dust and odors at some residences very close to the right of way could probably cause occasional annoyance and complaints.

Since, the SJVAB is a serious nonattainment area for PM_{2.5} any addition to the current PM_{2.5} emission levels would be considered significant. Further, SJVAPCD was recently redesignated as attainment for PM₁₀. In order to reduce PM_{2.5} emissions and maintain attainment status of the PM₁₀ standard, SJVAPCD developed a qualitative approach that requires the implementation of effective and comprehensive control measures for reducing construction PM₁₀ impacts. These control measures are also applicable for control and reducing PM_{2.5} construction impacts as well. Although, PM₁₀ and PM_{2.5} emitted during construction can vary depending upon the activity, experience has shown that there are a number of feasible control measures that can be reasonably implemented to significantly reduce these emissions from construction activities. The SJVAPCD has determined that compliance with Regulation VIII and implementation of control measures provided in this regulation will constitute sufficient mitigation to reduce PM₁₀ and PM_{2.5} impacts to a level considered less-than-significant.

5.3 Climate Change Analysis

An individual project does not generate enough GHG emissions to significantly influence global climate change. Rather, global climate change is a cumulative impact. This means that a project may contribute to a potential impact through its incremental change in emissions when combined with the contributions of all other sources of GHG.² In assessing cumulative impacts, it must be determined if a project's incremental effect is "cumulatively considerable" (CEQA Guidelines Sections 15064(h)(1) and 15130). To make this determination the incremental impacts of the project must be compared with

² This approach is supported by the AEP: Recommendations by the Association of Environmental Professionals on How to Analyze GHG Emissions and Global Climate Change in CEQA Documents (March 5, 2007), as well as the South Coast Air Quality Management District (Chapter 6: The CEQA Guide, April 2011) and the US Forest Service (Climate Change Considerations in Project Level NEPA Analysis, July 13, 2009).

the effects of past, current, and probable future projects. To gather sufficient information on a global scale of all past, current, and future projects to make this determination is a difficult, if not impossible, task.

The AB 32 Scoping Plan mandated by AB 32 includes the main strategies California will use to reduce GHG emissions. As part of its supporting documentation for the Draft Scoping Plan, the ARB released the GHG inventory for California (forecast last updated: October 28, 2010). The forecast is an estimate of the emissions expected to occur in 2020 if none of the foreseeable measures included in the Scoping Plan were implemented. The base year used for forecasting emissions is the average of statewide emissions in the GHG inventory for 2006, 2007, and 2008.

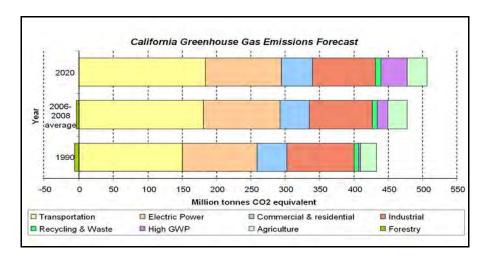


Figure 3. California Greenhouse Forecast

No specific greenhouse gas thresholds have been established for transportation projects. In the absence of further regulatory or scientific information related to greenhouse gas emissions and California Environmental Quality Act significance, the CEQ threshold presumptive threshold of 25,000 MTCO_{2e} was used to make a significance determination regarding the project's direct impact, its contribution on the cumulative scale to climate change and to provide a comparison of the order of magnitude of project generated emissions. Further one of the main strategies in the Caltrans Climate Action Program is to reduce greenhouse gas emissions to make California's transportation system more efficient. The highest levels of carbon dioxide (CO₂) from mobile sources, such as automobiles, occur at stop-and-go speeds (0–25 miles per hour) and speeds over 55 miles per hour; the most severe emissions occur from 0–25 miles per hour. Therefore, projects that improve circulation and minimize congestion on local roadways are anticipated to reduce greenhouse gas emissions.

5.3.1 Greenhouse Gas Operation Impacts

The operation of the proposed project can potentially generate long-term greenhouse gas emissions. EMFAC2011 was used to estimate CO₂ emissions for the existing and future No Build and Build conditions. The CO₂ emissions were multiplied by their Global Warming Potential (GWP) of 1 to determine the metric tons of CO_{2e} emissions generated by the construction of the proposed project. The estimated CO_{2e} emissions for the operation of the proposed project area, shown in Table 5-3. The EMFAC2011 output results are located in Appendix A.

Table 5-3. Operation CO_{2e} Emissions

Source	CO _{2e} Emissions (metric tons per year)
Existing	2,757
No Build/Build 2015	2,836
No Build/ Build 2035	4,240
CEQ GHG Emission Threshold	25,000

Source: Entech Consulting Group, October 2013

CO_{2e} emissions for all project years Existing, No Build, and Build are below the general threshold of 25,000 metric tons (MT) of CO_{2e}. The greatest increases in traffic volumes occur between the 2015 and 2035 conditions. However, greenhouse gas emissions between No Build and Build for 2015 and 2035 remain unchanged. This proposed project will improve circulation efficiency within the project area and no increases in operational greenhouse gas emissions are expected to occur as a result of this project. Therefore, the operation of the project does not cause a significant impact to global climate change.

5.3.2 Greenhouse Gas Construction Impacts

The construction of the proposed project would generate short-term emissions of greenhouse gases. The SMAQMD's Roadway Construction Emissions Model was utilized to estimate CO₂ emissions from the construction of the proposed project, as shown in Table 5-4. The CO₂ emissions were then multiplied by their GWP of 1 to determine the metric tons of CO_{2e} emissions generated by the construction of the proposed project. The Roadway Construction Emissions Model output results are located in Appendix B.

Table 5-4. Construction CO₂e Emissions

Construction	Phase I CO _{2e} Emissions (metric tons per year)	Phase II CO _{2e} Emissions (metric tons per year)
2015	911	2008
Amortized over 30 years	30	67

Source: Entech Consulting Group, October 2013

Amortizing construction emissions over a 30-year period to account for their contribution to project lifetime greenhouse gas emissions. If emissions are amortized over a 30-year period, estimated construction emissions would be 30 and 67 MT of CO_{2e} per year, for construction Phases I and 2, respectively. These emissions added with the operational emissions remain well below the CEQ presumptive threshold of 25,000 MTCO_{2e}. Construction emissions would therefore have a less than cumulatively contribution to global climate change impacts.

5.3.3 Summary of Greenhouse Gas Impacts

While the project will result in a slight increase in greenhouse gas emissions during construction, it is anticipated that the project will not result in any increase in operational greenhouse gas emissions. No specific greenhouse gas thresholds have been established for transportation projects. In the absence of further regulatory or scientific information related to greenhouse gas emissions and California Environmental Quality Act significance, the CEQ threshold presumptive threshold of 25,000 MTCO_{2e} was used to make a significance determination regarding the project's direct impact, its contribution on the cumulative scale to climate change and to provide a comparison of the order of magnitude of project generated emissions. The EMFAC2011 model was used to estimate CO₂ emissions for the existing and future No Build and Build conditions. The increases in CO_{2e} emissions between project years, 2015 and 2035, are attributable to increases in daily traffic volumes. However, greenhouse gas emissions do not change from No Build to Build for each project year. Further, CO_{2e} emissions for all project years Existing, No Build and Build are far below the Council of Environmental Quality (CEQ) presumptive threshold of 25,000 MTCO_{2e}. Therefore, the operation of the project does not cause a significant impact to global climate change.

5.4 Consistency With Air Quality Management Plan

The SJVAPCD's has several AQMPs. Consistency with the AQMPs is typically determined by whether the project would increase the frequency or severity of violation of exiting air quality violations, contribute to new violations, or delay the timely attainment of air quality standards or interim reductions as specified in the AQMPs.

Based on the air quality emissions modeling contained in this report, with the implementation of identified mitigation measures, the air emissions associated with the proposed project would be below the applicable thresholds of significance. Thus, it is expected that there would be neither short-term construction impacts nor long-term operational impacts on air quality due to the proposed project, and implementation of the

project would not contribute to the severity of existing air quality violations or create new ones.

5.5 Odors

The operation of the project will not be a significant source of offensive orders. Any odors generated from the corridor after implementation of the project will be similar in nature to odors that would be generated from the corridor in the absence of the project. A site visit determined that there were no unusual or objectionable odors detected from nearby on-site or off-site land uses. Therefore, the project is not anticipated to cause or substantially contribute to odor impacts.

5.6 Cumulative Impacts

The operational impact analysis is based on cumulative traffic conditions in the project area. As shown in that analysis, the proposed project would not result in violations of the state or federal ambient air quality standards. The proposed project would be consistent with the SJVAPCD's AQMPs, which are long-range air quality planning documents. Thus, the proposed project would have a less than significant impact on cumulative regional and local air quality.

Chapter 6. Avoidance and Mitigation Measures

6.1 Construction Emission/Dust Control Plan

The City of Clovis shall require that the selected contractor prepare and implement a project Construction Emission and Dust Control Plan prior to construction that complies with all policies of the City of Clovis General Plan and SJVAPCD rules and regulations.

6.2 Regulation VIII (Fugitive PM₁₀ Prohibitions)

Regulation VIII (Rules 8011-8081) is a series of rules designed to reduce PM_{10} emissions (predominantly dust and dirt) generated by human activity, including construction, road construction, bulk materials storage, landfill operations, etc. A dust control plan must be prepared for all non-residential sites of 5 acres or more. The following rules would be applicable to the proposed project:

- Rule 8021 (Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities) The purpose of this rule is to limit fugitive dust emissions from construction, demolition, excavation, extraction, and other earthmoving activities by utilizing dust control measures specified in this rule. Under this rule, no person shall perform any construction, demolition, excavation, extraction, or other earthmoving activities unless the appropriate requirements described under this rule are sufficiently implemented to limit visible dust emissions (VDE) to 20 percent opacity and comply with the conditions for a stabilized surface area when applicable.
- Rule 8031 (Bulk Materials) The purpose of this rule is to limit fugitive dust
 emissions from the outdoor handling, storage, and transport of bulk materials by
 utilizing dust control measures specified in this rule. Under this rule, no person shall
 perform any outdoor handling, storage, and transport of bulk materials unless the
 appropriate requirements described under this rule are sufficiently implemented to
 limit VDE to 20 percent opacity or to comply with the conditions for a stabilized
 surface as defined in Rule 8011.72
- Rule 8041 (Carryout and Trackout) The purpose of this rule is to prevent or limit
 fugitive dust emissions from carryout and trackout activities by utilizing dust control
 measures specified in this rule. Under this rule, an owner/operator shall sufficiently
 prevent or cleanup carryout and trackout as specified under this rule. The use of

blower devices, or dry rotary brushes or brooms, for removal of carryout and trackout on public roads is expressly prohibited. The removal of carryout and trackout from paved public roads does not exempt an owner/operator from obtaining state or local agency permits that may be required for the cleanup of mud and dirt on paved public roads.

- Rule 8051 (Open Areas) The purpose of this rule is to limit fugitive dust emissions from open areas by utilizing dust control measures specified in this rule. Under this rule, whenever open areas are disturbed or vehicles are used in open areas, an owner/operator shall implement one or a combination of control measures indicated under this rule to comply with the conditions of a stabilized surface at all times and to limit VDE to 20 percent opacity.
- Rule 8061 (Paved and Unpaved Roads) The purpose of this rule is to limit fugitive dust emissions from paved and unpaved roads by implementing control measures and design criteria described in greater detail under this rule's document.
- Rule 8071 (Unpaved Vehicle/Equipment Traffic Areas) The purpose of this rule is to limit fugitive dust emissions from unpaved vehicle and equipment traffic areas by implementing control measures and design criteria described in greater detail under this rule's document.
- During Construction, regular inspections shall be performed by a City of Clovis representative and reports to be kept on file by the City of Clovis for inspection by the SJVAPCD, or other interested parties.

Visible emissions and dust are kept to the lowest practicable level. The goal is to minimize dust and emissions during construction and to the extent feasible, complaints from the public.

Chapter 7. References

California Air Pollution Control Officers Association. *Quantifying Greenhouse Gas Mitigation Measures*. August 2010.

California Air Resource Board web page, www.arb.ca.gov

California Air Resources Board Ambient Air Quality Standards Chart, http://www.arb.ca.gov/research/aaqs/caaqs/caaqs.htm

California Department of Transportation web page, http://www.dot.ca.gov/

California Department of Transportation. *EMFAC2011: A Computer Model to Estimate Transportation Project Emissions*. July 2011.

San Joaquin Valley Air Pollution Control District, Guide to Assessing and Mitigation Air Quality Impacts. January, 2002

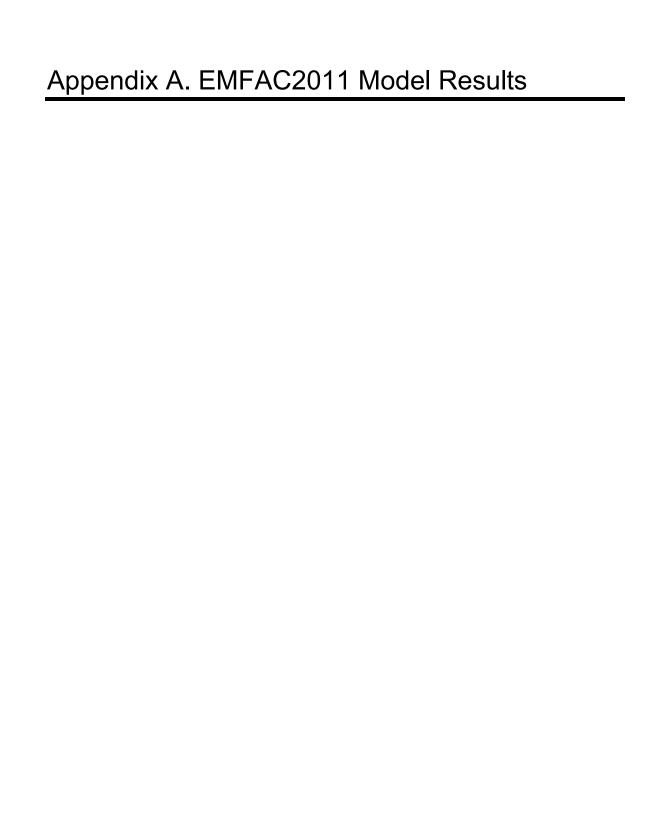
San Joaquin Air Pollution Control District webpage, www.valleyair.org

Peters Engineering Group. Traffic Analyses Bridge Replacement - Leonard Avenue Over the Enterprise Canal Clovis, California. February, 2014

Google Maps web page, http://maps.google.com

Sacramento Metropolitan Air Quality Management District webpage, www.airquality.org

U.S. Environmental Protection Agency web page. Air Section, www.epa.gov



Title : Leonard Bridge Summer

Version: Emfac2011-LDV V2.50.58.094 Sp: Trip Assign Santa Clara County

Run Date: 2014/02/27 08:24:23

Scen Year: 2014 -- All model years in the range 1970 to 2014 selected

Season : Summer Area : Fresno

Year: 2014 -- Model Years 1970 to 2014 Inclusive -- Summer

Emfac2011-LDV Emission Factors: V2.50.58.094 Sp: Trip Assign Santa Clara County

County Average Fresno County Average
Table 1: Running Exhaust Emissions (grams/mile)

Pollutant Name: Carbon Monoxide Temperature: 91F Relative Humidity: 61%

Speed

MPH LDA LDT MDT HDT UBUS MCY ALL

Title : Leonard Bridge Summer

Version: Emfac2011-LDV V2.50.58.094 Sp: Trip Assign Santa Clara County

Run Date: 2014/02/27 08:24:23

Scen Year: 2015 -- All model years in the range 1971 to 2015 selected

Season : Summer Area : Fresno

Year: 2015 -- Model Years 1971 to 2015 Inclusive -- Summer

Emfac2011-LDV Emission Factors: V2.50.58.094 Sp: Trip Assign Santa Clara County

County Average Fresno County Average

Table 1: Running Exhaust Emissions (grams/mile)

Pollutant Name: Carbon Monoxide Temperature: 91F Relative Humidity: 61%

Speed

MPH LDA LDT MDT HDT UBUS MCY ALL 45 1.611 2.691 2.787 6.070 2.923 23.393 2.361

Title : Leonard Bridge Summer

Version: Emfac2011-LDV V2.50.58.094 Sp: Trip Assign Santa Clara County

Run Date: 2014/02/27 08:24:23

Scen Year: 2035 -- All model years in the range 1991 to 2035 selected

Season : Summer Area : Fresno

Year: 2035 -- Model Years 1991 to 2035 Inclusive -- Summer

Emfac2011-LDV Emission Factors: V2.50.58.094 Sp: Trip Assign Santa Clara County

County Average Fresno County Average

Table 1: Running Exhaust Emissions (grams/mile)

Pollutant Name: Carbon Monoxide Temperature: 91F Relative Humidity: 61%

Speed

MPH LDA LDT MDT HDT UBUS MCY ALL

45 0.771 0.894 0.963 1.448 1.557 18.775 0.992

Appendix B. Summary of Roadway Construction Emissions Model

Road Construction Emissions Model, Version 7.1.5.1

Emission Estimates for ->	Emission Estimates for -> Leonard Avenue Bridge Replacement				Exhaust	Fugitive Dust	Total	Exhaust	Fugitive Dust	
Project Phases (English Units)	ROG (lbs/day)	CO (lbs/day)	NOx (lbs/day)	PM 10 (lbs/day)	PM 10 (lbs/day)	PM 10 (lbs/day)	P M 2.5 (lbs/day)	PM 2.5 (lbs/day)	PM 2.5 (lbs/day)	CO2 (lbs/day)
Grubbing/Land Clearing	4.6	19.6	49.1	3.2	2.2	1.0	2.2	2.0	0.2	5,502.4
Grading/Excavation	-	-	-	-	-	-	-	-	-	-
Drainage/Utilities/Sub-Grade	-	-	-	-	-	-	-	-	-	-
Paving	-	-	-	-	-	-	-	-	-	-
Maximum (pounds/day)	4.6	19.6	49.1	3.2	2.2	1.0	2.2	2.0	0.2	5,502.4
Total (tons/construction project)	0.1	0.2	0.5	0.0	0.0	0.0	0.0	0.0	0.0	60.5
Notes: Project Start Year ->	2015									
Project Length (months) ->	1									
Total Project Area (acres) ->	0									
Maximum Area Disturbed/Day (acres) ->	0									
Total Soil Imported/Exported (yd³/day)->	0									

PM10 and PM2.5 estimates assume 50% control of fugitive dust from watering and associated dust control measures if a minimum number of water trucks are specified.

Total PM10 emissions shown in column F are the sum of exhaust and fugitive dust emissions shown in columns H and I. Total PM2.5 emissions shown in Column J are the sum of exhaust and fugitive dust emissions shown in columns K and L.

Emission Es	stimates for ->	Leonard Avenue Br	idge Replacement		Total	Exhaust	Fugitive Dust	Total	Exhaust	Fugitive Dust	
Project Phases (Metric Uni	its)	ROG (kgs/day)	CO (kgs/day)	NOx (kgs/day)	PM 10 (kgs/day)	PM 10 (kgs/day)	PM 10 (kgs/day)	PM 2.5 (kgs/day)	PM 2.5 (kgs/day)	P M 2.5 (kgs/day)	CO2 (kgs/day)
Grubbing/Land Clearing		2.1	8.9	22.3	1.5	1.0	0.5	1.0	0.9	0.1	2,501.1
Grading/Excavation		-	-	-	-	-	-	-	-	-	-
Drainage/Utilities/Sub-Grad	de	-	-	-	-	-	-	-	-	-	-
Paving		-	-	-	-	-	-	-	-	-	-
Maximum (kilograms/day)		2.1	8.9	22.3	1.5	1.0	0.5	1.0	0.9	0.1	2,501.1
Total (megagrams/constru	uction project)	0.0	0.2	0.5	0.0	0.0	0.0	0.0	0.0	0.0	54.9
Notes: Proj	ject Start Year ->	2015									
Project Le	ength (months) ->	1									
Total Project A	rea (hectares) ->	0									
Maximum Area Disturbed/D	Day (hectares) ->	0									
Total Soil Imported/Exported	d (meters3/day)->	0									

PM10 and PM2.5 estimates assume 50% control of fugitive dust from watering and associated dust control measures if a minimum number of water trucks are specified.

Total PM10 emissions shown in column F are the sum of exhaust and fugitive dust emissions shown in columns H and I. Total PM2.5 emissions shown in Column J are the sume of exhaust and fugitive dust emissions shown in columns K and L.

Road Construction Emissions Model, Version 7.1.5.1

Emission Estimates for ->	Leonard Avenue Br	ridge Replacement		Total	Exhaust	Fugitive Dust	Total	Exhaust	Fugitive Dust	
Project Phases (English Units)	ROG (lbs/day)	CO (lbs/day)	NOx (lbs/day)	PM 10 (lbs/day)	PM 10 (lbs/day)	PM 10 (lbs/day)	PM 2.5 (lbs/day)	PM 2.5 (lbs/day)	P M 2.5 (lbs/day)	CO2 (lbs/day)
Grubbing/Land Clearing	-	-	-	-	-	-	-	-	-	-
Grading/Excavation	11.2	50.4	118.7	6.7	5.7	1.0	5.5	5.2	0.2	12,126.6
Drainage/Utilities/Sub-Grade	-	-	-	-	-	-	-	-	-	-
Paving	-	-	-	-	-	-	-	-	-	-
Maximum (pounds/day)	11.2	50.4	118.7	6.7	5.7	1.0	5.5	5.2	0.2	12,126.6
Total (tons/construction project)	0.7	3.3	7.8	0.4	0.4	0.0	0.4	0.3	0.0	800.4
Notes: Project Start Year ->	2015									
Project Length (months) ->	6									
Total Project Area (acres) ->	0									
Maximum Area Disturbed/Day (acres) ->	0									
Total Soil Imported/Exported (yd3/day)->	0									

PM10 and PM2.5 estimates assume 50% control of fugitive dust from watering and associated dust control measures if a minimum number of water trucks are specified.

Total PM10 emissions shown in column F are the sum of exhaust and fugitive dust emissions shown in columns H and I. Total PM2.5 emissions shown in Column J are the sum of exhaust and fugitive dust emissions shown in columns K and L.

Emission Estimates for -	 Leonard Avenue Br 	ridge Replacement		Total	Exhaust	Fugitive Dust	Total	Exhaust	Fugitive Dust	
Project Phases (Metric Units)	ROG (kgs/day)	CO (kgs/day)	NOx (kgs/day)	PM 10 (kgs/day)	PM 10 (kgs/day)	PM 10 (kgs/day)	PM 2.5 (kgs/day)	PM 2.5 (kgs/day)	P M 2.5 (kgs/day)	CO2 (kgs/day)
Grubbing/Land Clearing	-	-	-	-	-	-	-	-	-	-
Grading/Excavation	5.1	22.9	54.0	3.1	2.6	0.5	2.5	2.4	0.1	5,512.1
Drainage/Utilities/Sub-Grade	-	-	-	-	-	-	-	-	-	-
Paving	-	-	-	-	-	-	_	-	_	_
Maximum (kilograms/day)	5.1	22.9	54.0	3.1	2.6	0.5	2.5	2.4	0.1	5,512.1
Total (megagrams/construction project)	0.7	3.0	7.1	0.4	0.3	0.0	0.3	0.3	0.0	725.9
Notes: Project Start Year -	> 2015									
Project Length (months) -	> 6									
Total Project Area (hectares) -	> 0									
Maximum Area Disturbed/Day (hectares) -	> 0									
Total Soil Imported/Exported (meters ³ /day)-	> 0									

PM10 and PM2.5 estimates assume 50% control of fugitive dust from watering and associated dust control measures if a minimum number of water trucks are specified.

Total PM10 emissions shown in column F are the sum of exhaust and fugitive dust emissions shown in columns H and I. Total PM2.5 emissions shown in Column J are the sume of exhaust and fugitive dust emissions shown in columns K and L.

Appendix C. Caline4 Model Results

JOB: Leonard Ave Bridge_Existing
RUN: Hour 1 (WORST CASE ANGLE)
POLLUTANT:

I. SITE VARIABLES

U= 0.5 M/S Z0= 10. CM ALT= 110.0 (M)
BRG= WORST CASE VD= 0.0 CM/S
CLAS= 7 (G) VS= 0.0 CM/S
MIXH= 1000. M AMB= 2.4 PPM
SIGTH= 5. DEGREES TEMP= 32.0 DEGREE (C)

II. LINK VARIABLES

LINK * LINK COORDINATES (FT) * EF H W

DESCRIPTION * X1 Y1 X2 Y2 * TYPE VPH (G/MI) (FT) (FT)

A. A * 5 2650 5 1821 * AG 7 2.6 0.0 32.8

B. B * 5 1821 5 1771 * BG 7 2.6 0.0 32.8

C. C * 5 1771 5 0 * AG 7 2.6 0.0 32.8

D. D * 15 0 15 1771 * AG 9 2.6 0.0 32.8

E. E * 15 1771 15 1821 * BG 9 2.6 0.0 32.8

F. F * 15 1821 15 2650 * AG 9 2.6 0.0 32.8

III. RECEPTOR LOCATIONS

* COORDINATES (FT)
RECEPTOR * X Y Z
-----1. R1 * -152 2013 5.0
2. R2 * 195 1830 5.0
3. R3 * 132 1600 5.0
4. R4 * -255 1556 5.0

* 388 1005 5.0

5. R5

JOB: Leonard Ave Bridge_Existing
RUN: Hour 1 (WORST CASE ANGLE)
POLLUTANT:

IV. MODEL RESULTS (WORST CASE WIND ANGLE)

JOB: Leonard Ave Bridge_2015

RUN: Hour 1 (WORST CASE ANGLE)

POLLUTANT:

I. SITE VARIABLES

U= 0.5 M/S Z0= 10. CM ALT= 110.0 (M) BRG= WORST CASE VD= 0.0 CM/S CLAS= 7 (G) VS= 0.0 CM/S MIXH= 1000. M AMB= 2.4 PPM SIGTH= 5. DEGREES TEMP= 32.0 DEGREE (C)

II. LINK VARIABLES

LINK * LINK COORDINATES (FT) * EF H W

DESCRIPTION * X1 Y1 X2 Y2 * TYPE VPH (G/MI) (FT) (FT)

A. A * 5 2650 5 1821 * AG 107 2.4 0.0 32.8

B. B * 5 1821 5 1771 * BG 107 2.4 1.0 32.8

C. C * 5 1771 5 0 * AG 107 2.4 0.0 32.8

D. D * 15 0 15 1771 * AG 101 2.4 0.0 32.8

E. E * 15 1771 15 1821 * BG 101 2.4 1.0 32.8

F. F * 15 1821 15 2650 * AG 101 2.4 0.0 32.8

III. RECEPTOR LOCATIONS

* COORDINATES (FT)

RECEP	TOR	* X	Y	Z
	*			
1. R1	*	-152	2013	5.0
2. R2	*	195	1830	5.0
3. R3	*	132	1600	5.0
4. R4	*	-255	1556	5.0
5. R5	*	388	1005	5.0

JOB: Leonard Ave Bridge_No Build_2015 RUN: Hour 1 (WORST CASE ANGLE) POLLUTANT:

IV. MODEL RESULTS (WORST CASE WIND ANGLE)

JOB: Leonard Ave Bridge_2035

RUN: Hour 1 (WORST CASE ANGLE)

POLLUTANT:

I. SITE VARIABLES

U= 0.5 M/S Z0= 10. CM ALT= 110.0 (M) BRG= WORST CASE VD= 0.0 CM/S CLAS= 7 (G) VS= 0.0 CM/S MIXH= 1000. M AMB= 2.4 PPM SIGTH= 5. DEGREES TEMP= 32.0 DEGREE (C)

II. LINK VARIABLES

LINK * LINK COORDINATES (FT) * EF H W

DESCRIPTION * X1 Y1 X2 Y2 * TYPE VPH (G/MI) (FT) (FT)

A. A * 5 2650 5 1821 * AG 714 1.0 0.0 32.8

B. B * 5 1821 5 1771 * BG 714 1.0 1.0 32.8

C. C * 5 1771 5 0 * AG 714 1.0 0.0 32.8

D. D * 15 0 15 1771 * AG 675 1.0 0.0 32.8

E. E * 15 1771 15 1821 * BG 675 1.0 1.0 32.8

F. F * 15 1821 15 2650 * AG 675 1.0 0.0 32.8

III. RECEPTOR LOCATIONS

* COORDINATES (FT)

RECEP	TOR	k * X	(Y	Z
	*-			
1. R1	*	-152	2013	5.0
2. R2	*	195	1830	5.0
3. R3	*	132	1600	5.0
4. R4	*	-255	1556	5.0
5. R5	*	388	1005	5.0

JOB: Leonard Ave Bridge_No Build_2035 RUN: Hour 1 (WORST CASE ANGLE) POLLUTANT:

IV. MODEL RESULTS (WORST CASE WIND ANGLE)

Appendix C

Natural Environment Study

Bridge Replacement on Leonard Ave. over Enterprise Canal

NES (MI)

Natural Environment Study

(Minimal Impacts)

Leonard Avenue and the Enterprise Canal Fresno County, CA City of Clovis

BRLS 5208 (122)

April 2015

Prepared By: Dr. Gary O. Graening

Phone: (916)452-5442

Office: Natural Investigations Company, Inc. (consultant)

Recommended for Approval By:

District Biologist: Primavera Parker Phone number: (559)445-5502

Office Name: Southern San Joaquin Valley Management Branch

District/Region: District 6 / Central Region

Approved By

District Environmental Branch Chief: G. William "Trais" Norris, III

Phone Number: (559)445-6447

Office Name: Southern San Joaquin Valley Management Branch

District/Region: District 6 / Central Region



1. Summary

This Natural Environmental Study Minimal Impact (NESMI) has been prepared for the replacement of the bridge across Enterprise Canal on Leonard Avenue, and associated road widening, in the City of Clovis, California. The project area currently contains a paved road, a bridge, a canal, and the entrances to residences and a water treatment plant. Natural Investigations Company conducted an intensive field survey on October 17, 2014. No special-status species or habitats were detected during the field survey. Vegetation communities and wildlife habitats consist only of the urbanized, developed, and barren categories.

A list of special-status plant and animal species that may have historically occurred within the BSA and vicinity was compiled based upon multiple information sources. No special-status species or habitats were reported within the project area. A formal assessment for the presence of potentially-jurisdictional water resources within the BSA was also conducted during the field survey. No water resources occur with BSA other than the Enterprise Canal, which is not subject to federal jurisdictional under the Clean Water Act. No wetlands, vernal pools or other isolated water features were identified within the BSA.

The potential for Project-related activities to adversely affect biological resources was assessed. No natural habitats will be adversely affected by project implementation. No special-status species will be adversely affected by project implementation. The Enterprise Canal will not be adversely affected by project implementation because construction work will occur in the winter when no water is in the canal. Five non-native trees may need to be removed for project implementation; these trees are ornamental and are not protected under any tree ordinance or other regulations.

Trees and utility poles in the project area constitute suitable nesting habitat for protected bird species. If construction activities are conducted during the nesting season, nesting birds could be directly impacted by tree removal, and indirectly impacted by noise, vibration, and other construction-related disturbance; this is a potentially significant adverse impact to special-status birds and nesting birds.

Mitigation for this potential impact consists of a pre-construction survey for the presence of special-status bird species or any nesting bird species. If active nests are identified in these areas, avoidance measures will be implemented. With the implementation of this mitigation measure, potential adverse impacts upon special-status bird species and nesting birds would be reduced.

2. Introduction

The proposed project is located in the City of Clovis, California (Figure 1). The proposed project consists of the replacement of a 2-lane bridge on Leonard Avenue over the Enterprise Canal with a new 4-lane bridge (Figure 2). The new bridge will consist of a 3-box culvert, approximately 115 feet long. The number of lanes on Leonard Avenue (north of the bridge) will not change with this project. Construction will include the removal of the existing bridge, installation of the new bridge including grading, additional right of way will be acquired for paving on the north and south bound for lane transitions, replacement of the turnout structure, relocation of the overhead utilities, modifications to existing residential drive approaches, and striping. As part of the project, the street widening along the frontage of the water treatment facility will be completed in conjunction with the construction of the bridge. To its south, there will be approximately 470 linear feet of roadway construction with a width of 36 feet. South of the bridge will be fully constructed with two lanes southbound and one lane northbound. North of the bridge, there will be one lane southbound and northbound. The street widening portion will connect with the bridge replacement and will be constructed following the bridge project.

For purposes of this assessment, the Biological Study Area (BSA) is defined as the construction footprint of both the bridge replacement and the street widening (Figure 2).

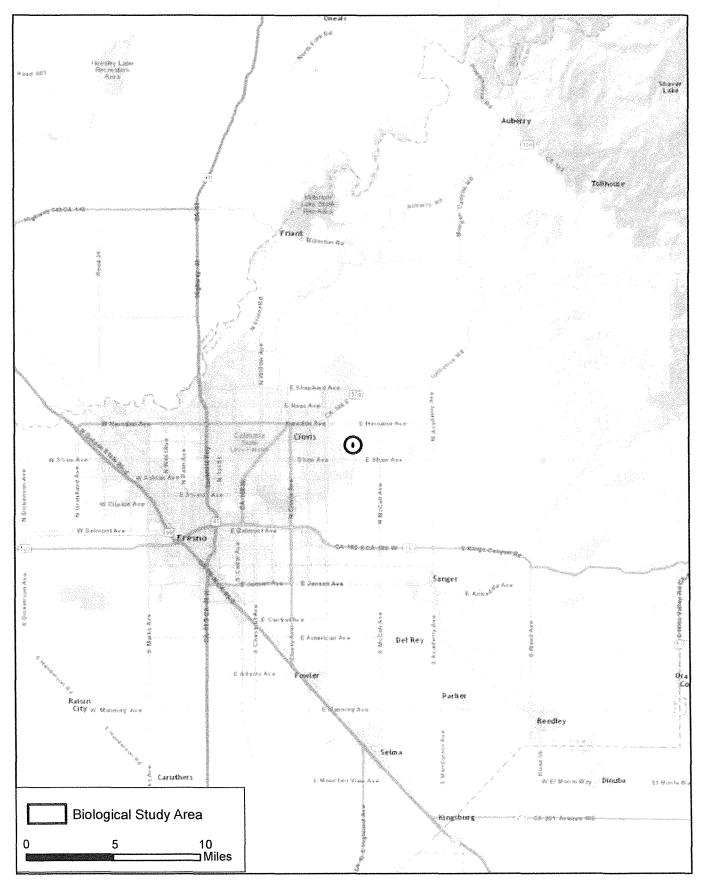


Figure 1. Location of the Biological Study Area

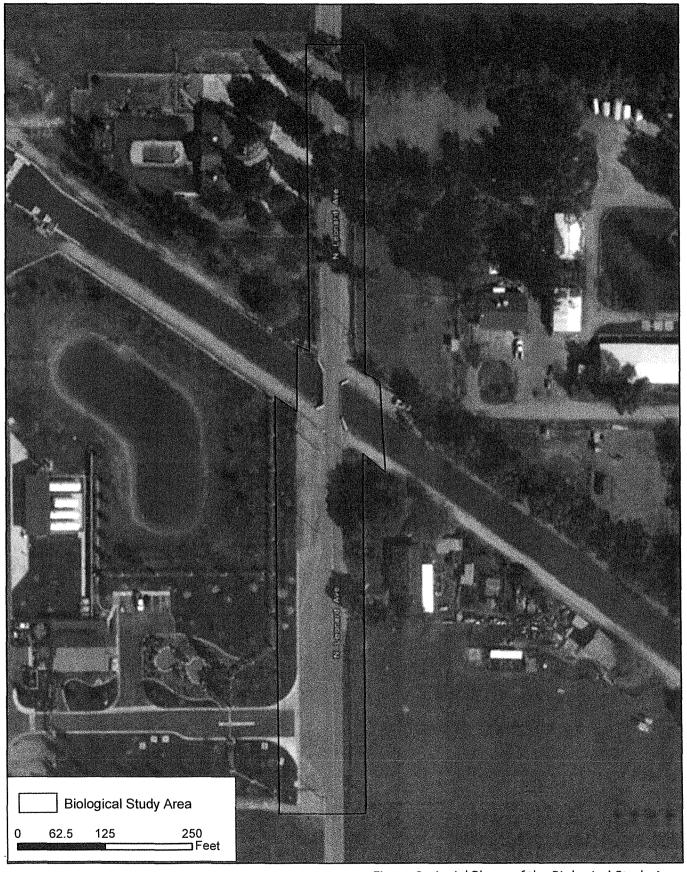


Figure 2. Aerial Photo of the Biological Study Area

3. Study Methods

The purpose of the field survey was to gather biological information pertaining to the location and extent of natural communities, the presence of suitable habitat for any special-status species, a checklist of flora and fauna based upon visual observations, and any other important biological resources such as wetlands. Biologist Randall Stringer (Natural Investigations Co.) conducted the field survey on the morning of October 17, 2014. Conditions were cool (80s) and cloudy. A complete coverage, variable-intensity pedestrian survey was performed of the BSA.

Survey efforts emphasized the search for any special-status species or habitats that had documented occurrences in databases queried within the BSA or vicinity. Field glasses were used to assist in the ocular surveys. Wildlife sign—tracks, feathers and shedding, burrows, pellets—were interpreted to detect species not actually seen. All visible fauna and flora observed were recorded in a field notebook and identified to the lowest possible taxon; a hand lens was used where necessary.

Locations of species' occurrences and habitat boundaries within the BSA were recorded on color aerial photographs and then digitized to produce the final habitat maps. The boundaries of potentially jurisdictional water resources within the BSA were identified and measured in the field and similarly digitized to calculate acreage and to produce informal delineation maps. Geographic analyses were performed using geographical information system software (ArcGIS 10.1, ESRI, Inc.). Vegetation communities (assemblages of plant species growing in an area of similar biological and environmental factors), were classified by Vegetation Series (distinctive associations of plants, described by dominant species and particular environmental setting) using the CNPS Vegetation Classification system (Sawyer and Keeler-Wolf, 1995).

Formal jurisdictional waters and wetland delineation field assessments were performed using procedures developed by USACE and U.S. Environmental Protection Agecy [USEPA] (Environmental Laboratory 1987; USACE 2008; USEPA & USACE 2008).

4. Environmental Setting

4.1. Description of the Existing Biological and Physical Conditions

The BSA is located within the San Joaquin Valley geographic subregion, which is contained within the Great Central Valley geographic subdivision of the larger California Floristic Province (Figure 1) (Hickman, 1993). The BSA and vicinity are located in climate Zone 8 – "Cold-air Basins of California's Central Valley", characterized by a Mediterranean-type climate, with

distinct seasons of hot, dry summers and wet, moderately-cold winters with some frosts (Brenzel, 2001).

The topography of the BSA is flat. The BSA currently contains a paved road, a bridge, a canal, and the entrances to residences and a water treatment plant. The Enterprise Canal is a man-made surface water delivery canal, which delivers Kings River water to rural and urban users. The entire BSA can be classified as the Urban/Developed, Ornamental, and Disturbed Vegetation Community (Holland Codes 12000, 11000, and 11300) (Figure 3). Vegetation within this community type consists primarily of nonnative weedy or invasive ruderal species (e.g. thistles, European annual grasses) or ornamental plants lacking a consistent community structure.

Similarly, the BSA contains only "Urban" and "Barren" wildlife habitat types as classified by DFG's Wildlife Habitat Relationship System. This habitat type provides limited resources for wildlife and is utilized primarily by species tolerant of human activities. The disturbed and altered condition of these lands greatly reduces their habitat value and ability to sustain rare plants or diverse wildlife assemblages.

No vernal pools or other isolated wetlands were detected within the BSA. The Enterprise Canal is not subject to federal jurisdictional under the Clean Water Act for various reasons: it is a manmade conveyance that terminates in agricultural fields; it has no direct connectivity with downstream jurisdictional waters; it has not been claimed as jurisdictional in previous maintenance activities.

4.2. Regional Species and Habitats of Concern

A list of special-status plant and animal species that may have historically occurred within the BSA or vicinity was compiled based upon the following: informal consultation with USFWS by generating an electronic Species List (Appendix A); and a spatial query of the California Natural Diversity Database (CNDDB) using GIS software (Figure 4). No records of special-status plants, animals, or vegetation communities were reported by CNDDB within the BSA (CDFW 2014). In the vicinity of the BSA, several special-status species occurrence records were returned: California tiger salamander; vernal pool fairy shrimp; Greene's tuctoria; San Joaquin adobe sunburst (*Pseudobahia peirsonii*); and succulent owl's clover. All of these species are associated with vernal pools or claypan habitats that do not exist within the BSA.

No critical habitat for any federally listed species occurs within the BSA.

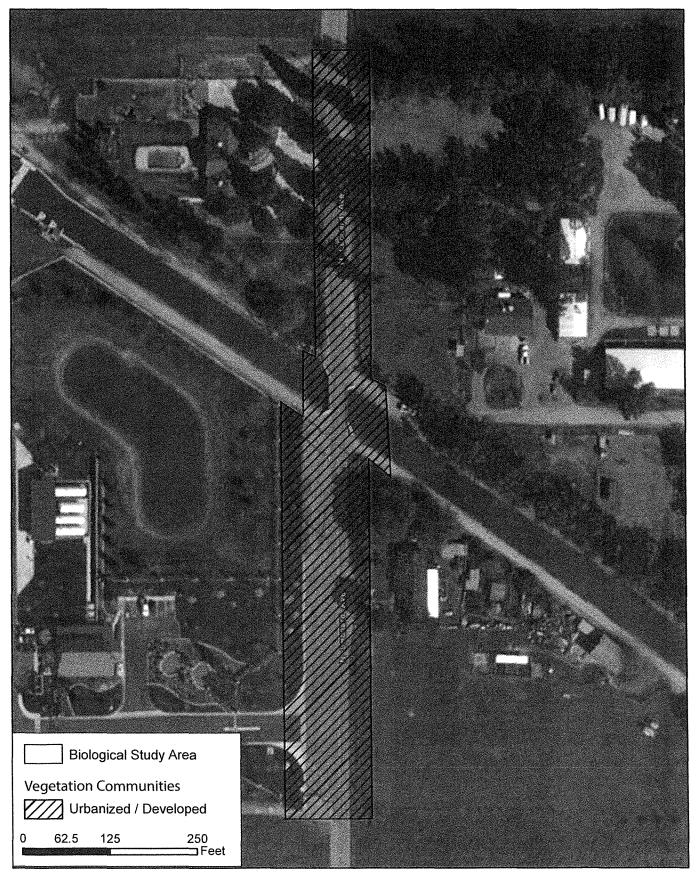


Figure 4. Vegetation Communities Within the Biological Study Area

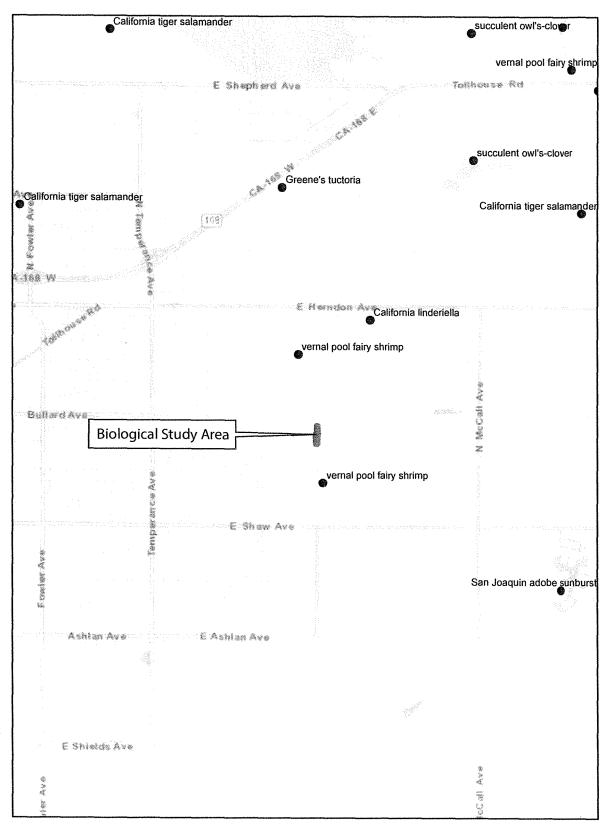


Figure 4. Special-status Species Reported in Vicinity of the Biological Study Area

4.3. Vegetation

All flora detected within the BSA during the field survey are listed in Table 1. No special-status plant species were detected within the BSA. Special-status species are not expected to thrive in the BSA because of the preponderance of invasive and non-native plants, and habitat degradation associated with urbanization.

4.4. Animals

Animals detected within the BSA during the field survey consisted of: common insects; one road-killed Western toad (*Anaxyrus boreas*), black phoebe (*Sayornis nigricans*); Canada goose (*Branta canadensis*); mourning dove (*Zenaida macroura*); mockingbird (*Mimus polyglottos*); turkey vulture (*Cathartes aura*); and hummingbird (*Calypte* prob. *anna*). No special-status animal species were detected within the BSA. No fish or crustaceans, or other aquatic invertebrates were noticed in the canal. The canal is periodically dredged and cleaned of vegetation, as well as drained every winter, and thus does not constitute suitable aquatic habitat for wildlife.

Table 1. List of All Plant Species Detected within the BSA

Scientific Name	Common Name
Avena fatua	Wild oat
Brassica nigra	Black mustard
Bromus spp.	Bromes
Capsella bursa-pastoris	Shepherd's purse
Centaurea solstitialis	Yellow starthistle
Cirsium sp.	Thistle
Chitalpa sp.	Chitalpa
Cyperus eragrostis	nutsedge
Eremocarpus setigerus	Turkey mullein
Erodium botrys	Filaree
Equisetum sp.	Horsetail
Eucalyptus sp.	Eucalyptus
Geranium dissectum	Cut-leaf geranium
Heterotheca grandiflora	telegraphweed
Juncus sp.	Rush
Lactuca serriola	Prickly lettuce
Lamium amplexicaule	Henbit
Leontodon taraxacoides	Dandelion
Rumex crispus	Curly dock
Salsola sp.	Russian thistle
Tribulus terrestris	puncturevine
Vicia villosa villosa	Hairy vetch
Xanthium sp.	Cocklebur

5. Project Impacts

No natural habitats will be adversely affected by project implementation. The BSA is not occupied by any special-status species; no special-status species will be adversely affected by project implementation.

The Enterprise Canal will not be adversely affected by project implementation because construction work will occur in the winter when no water is in the canal.

Five non-native trees may need to be removed for project implementation: one Chitalpa (*Chitalpa* sp.) tree with diameter of about 8 inches; and four Eucalyptus trees with diameters ranging from 15 to 60 inches. These trees are ornamental and are not protected under any tree ordinance or other regulations.

Special-status bird species were reported in databases (CNDDB and USFWS) in the vicinity of the BSA. Trees and utility poles with the BSA, and adjacent constitute suitable nesting habitat for various bird species. However, no nests were observed during the field survey. If construction activities are conducted during the nesting season, nesting birds could be directly impacted by tree removal and indirectly impacted by noise, vibration, and other construction-related disturbance. Therefore, Project construction is considered a potentially significant adverse impact to nesting birds before mitigation.

6. Mitigation Measures

If construction activities will occur during the nesting season (usually March to September), a pre-construction survey for the presence of special-status bird species or any nesting bird species should be conducted by a qualified biologist within 500 feet of proposed construction areas. If active nests are identified in these areas, CDFW and/or USFWS should be consulted to develop measures to avoid "take" of active nests prior to the initiation of any construction activities. Avoidance measures may include establishment of a buffer zone using construction fencing or the postponement of vegetation removal until after the nesting season, or until after a qualified biologist has determined the young have fledged and are independent of the nest site. With the implementation of this mitigation measure, adverse impacts upon special-status bird species and nesting birds would be reduced.

7. Permits Required

No biological resource permits are required.

8. References

Brenzel, K.N. 2001. Sunset Western Garden Book. Sunset Publishing Corporation, Menlo Park, California. 768 pp.

Calflora. 2014. Calflora, the on-line gateway to information about native and introduced wild plants in California. Internet database available at http://calflora.org/.

California Department of Fish and Wildlife. 2014a. RareFind 3.1.x, California Natural Diversity Data Base. Sacramento, California (updated monthly by subscription service).

California Department of Fish and Wildlife. 2014b. California's Plants and Animals. Habitat Conservation Planning Branch, California Department of Fish and Game, Sacramento, California. http://www.dfg.ca.gov/hcpb/species/search_species.shtml.

California Department of Fish and Wildlife. 2014c. California's Wildlife. California Wildlife Habitat Relationships System, Biogeographic Data Branch, California Department of Fish and Game. Internet database available at http://www.dfg.ca.gov/whdab/html/cawildlife.html.

California Native Plant Society. 2014. Inventory of Rare and Endangered Plants, 7th edition. Rare Plant Scientific Advisory Committee, David P. Tibor, convening editor. California Native Plant Society. Sacramento, California. Internet database available at http://cnps.web.aplus.net/cgi-bin/inv/inventory.cgi.

Cowardin, L.M., V. Carter, and E.T. LaRoe. 1979. Classification of wetlands and deepwater habitats of the United States. Office of Biological Services, U. S. Fish and Wildlife Service, Washington, District of Columbia.

Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. Technical Report Y-87-1. U.S. Army Engineer Waterways Experiment Station. Vicksburg, Mississippi. 92 pp.

Hickman, J.C., editor. 1993. The Jepson Manual, Higher Plants of California. University of California Press, Berkeley, California. 1,400 pp.

Holland, R.F. 1986. Preliminary descriptions of the terrestrial natural communities of California. State of California, The Resources Agency, Nongame Heritage Program, Department of Fish and Game, Sacramento, California. 156 pp.

Jameson Jr., E.W., and H.J. Peeters. 2004. Mammals of California, revised edition. California Natural History Guides No. 66. University of California Press, Berkeley, California. 429 pp.

Lanner, R.M. 2002. Conifers of California. Cachuma Press, Los Olivos, California. 274 pp.

Mayer, K.E., and W.F. Laudenslayer, Jr, editors. 1988. A Guide to Wildlife Habitats of California. State of California, Resources Agency, Department of Fish and Game, Sacramento, California. 166 pp.

Nafis, G., editor. 2014. California Reptiles and Amphibians. Published by CaliforniaHerps.com. Internet website, http://www.californiaherps.com/index.html.

Pavlik, B.M., P.C. Muick, S.G. Johnson, and M. Popper. 1991. Oaks of California. Cachuma Press and the California Oak Foundation. Los Olivos, California. 184 pp.

Powell, J.A., and C.L. Hogue, 1979. California Insects. University of California Press, Berkeley, California. 388 pp.

Sawyer, J.O., and T. Keeler-Wolf. 1995. A manual of California vegetation. California Native Plant Society, Sacramento, California. Available electronically at http://davisherb.ucdavis.edu/cnpsActiveServer/index.html.

Sibley, D.A. 2003. The Sibley Field Guide to Birds of Western North America. Alfred A. Knopf, Inc., New York, New York.

Stebbins, R.C. 2003. A Field Guide to Western Reptiles and Amphibians, 3rd edition. Houghton-Mifflin Co., Boston, Massachusetts.

Stuart, J.D., and J.O. Sawyer. 2001. Trees and Shrubs of California. California Natural History Guides. University of California Press, Berkeley, California. 467 pp.

Thorp, J.H., and A.P. Covich. 2001. Ecology and classification of North American freshwater invertebrates, 2nd edition. Academic Press, San Diego, California. 1,056 pp.

United States Army Corps of Engineers. 2001. Final Summary Report: Guidelines for jurisdictional determinations for waters of the United States in the arid Southwest. South Pacific Division. 12 pp.

United States Army Corps of Engineers and United States Environmental Protection Agency. 2007. 2007 Nationwide Permits, Conditions, Further Information, and Definitions (with corrections). Headquarters, US Army Corps of Engineers, Washington, D.C. 38 pp.

United States Environmental Protection Agency and United States Army Corps of Engineers. 2008. Revised Guidance on Clean Water Act Jurisdiction Following the Supreme Court Decision in Rapanos v. U.S. and Carabell v. U.S.

United States Fish and Wildlife Service. 2010. FWS Endangered and Threatened Species Critical Habitat Portal. Environmental Conservation Online System. Internet database available at http://criticalhabitat.fws.gov/

United States Fish and Wildlife Service. 2014. National Wetlands Inventory Program, Division of Habitat and Resource Conservation. Internet site at http://www.fws.gov/wetlands/.

University of California at Berkeley. 2014. Jepson Online Interchange for California Floristics. Jepson Flora Project, University Herbarium and Jepson Herbarium, University of California at Berkeley. Internet database available at http://ucjeps.berkeley.edu/interchange.html.

9. Appendix

U.S. Fish and Wildlife Consultation Letter Species List

United States Department of the Interior



FISH AND WILDLIFE SERVICE

Sacramento Fish and Wildlife Office 2800 Cottage Way, Room W-2605 Sacramento, California 95825



October 22, 2014

Document Number: 141022013340

Dr. G.O. Graening Natural Investigations Company LLC 6124 Shadow Lane Citrus Heights, California 95621

Subject: Species List for Bridge Replacement on Leonard Ave over Enterprise Canal Clovis

Dear: Dr. Graening

We are sending this official species list in response to your October 22, 2014 request for information about endangered and threatened species. The list covers the California counties and/or U.S. Geological Survey 7½ minute quad or quads you requested.

Our database was developed primarily to assist Federal agencies that are consulting with us. Therefore, our lists include all of the sensitive species that have been found in a certain area and also ones that may be affected by projects in the area. For example, a fish may be on the list for a quad if it lives somewhere downstream from that quad. Birds are included even if they only migrate through an area. In other words, we include all of the species we want people to consider when they do something that affects the environment.

Please read Important Information About Your Species List (below). It explains how we made the list and describes your responsibilities under the Endangered Species Act.

Our database is constantly updated as species are proposed, listed and delisted. If you address proposed and candidate species in your planning, this should not be a problem. However, we recommend that you get an updated list every 90 days. That would be January 20, 2015.

Please contact us if your project may affect endangered or threatened species or if you have any questions about the attached list or your responsibilities under the Endangered Species Act. A list of Endangered Species Program contacts can be found http://www.fws.gov/sacramento/es/Branch-Contacts/es_branch-contacts.htm.

Endangered Species Division



U.S. Fish & Wildlife Service Sacramento Fish & Wildlife Office

Federal Endangered and Threatened Species that Occur in or may be Affected by Projects in the Counties and/or U.S.G.S. 7 1/2 Minute Quads you requested

Document Number: 141022014822

Current as of: October 22, 2014

No quad species lists requested.

County Lists

Fresno County Listed Species Invertebrates

Branchinecta conservatio

Conservancy fairy shrimp (E)

Branchinecta longiantenna longhorn fairy shrimp (E)

Branchinecta lynchi
Critical habitat, vernal pool fairy shrimp (X)
vernal pool fairy shrimp (T)

Desmocerus californicus dimorphus valley elderberry longhorn beetle (T)

Lepidurus packardi
Critical habitat, vernal pool tadpole shrimp (X)
vernal pool tadpole shrimp (E)

Fish

Gila bicolor snyderi Owens tui chub (E)

Hypomesus transpacificus delta smelt (T)

Oncorhynchus (=Salmo) clarki henshawi Lahontan cutthroat trout (T)

Oncorhynchus (=Salmo) clarki seleniris Paiute cutthroat trout (T)

Oncorhynchus mykiss Central Valley steelhead (T) (NMFS)

Amphibians

Ambystoma californiense

California tiger salamander, central population (T)
Critical habitat, CA tiger salamander, central population (X)

Rana draytonii

California red-legged frog (T)
Critical habitat, California red-legged frog (X)

Rana muscosa

Mountain yellow legged frog (PX)

Rana sierrae

Mountain yellow legged frog (PX)

Reptiles

Gambelia (=Crotaphytus) sila blunt-nosed leopard lizard (E)

Thamnophis gigas
giant garter snake (T)

Birds

Gymnogyps californianus California condor (E)

Mammals

Dipodomys ingens giant kangaroo rat (E)

Dipodomys nitratoides exilis

Critical habitat, Fresno kangaroo rat (X)

Fresno kangaroo rat (E)

Dipodomys nitratoides nitratoides

Tipton kangaroo rat (E)

Ovis canadensis californiana

Sierra Nevada (=California) bighorn sheep (E)

Vulpes macrotis mutica

San Joaquin kit fox (E)

Plants

Calyptridium pulchellum Mariposa pussy-paws (T)

Camissonia benitensis

San Benito evening-primrose (T)

Castilleja campestris ssp. succulenta
Critical habitat, succulent (=fleshy) owl's-clover (X)
succulent (=fleshy) owl's-clover (T)

Caulanthus californicus

California jewelflower (E)

Cordylanthus palmatus palmate-bracted bird's-beak (E)

Monolopia congdonii (=Lembertia congdonii) San Joaquin woolly-threads (E)

Orcuttia inaequalis
Critical habitat, San Joaquin Valley Orcutt grass (X)
San Joaquin Valley Orcutt grass (T)

Orcuttia pilosa
Critical habitat, hairy Orcutt grass (X)
hairy Orcutt grass (E)

Pseudobahia bahiifolia Hartweg's golden sunburst (E)

Pseudobahia peirsonii
San Joaquin adobe sunburst (T)

Sidalcea keckii

Critical habitat, Keck's checker-mallow (X)

Keck's checker-mallow (=checkerbloom) (E)

Tuctoria greenei Greene's tuctoria (=Orcutt grass) (E)

Proposed Species

Amphibians

Anaxyrus canorus Yosemite toad (PX)

Candidate Species

Amphibians

Bufo canorus Yosemite toad (C)

Rana muscosa mountain yellow-legged frog (C)

Birds

Coccyzus americanus occidentalis Western yellow-billed cuckoo (C)

Mammals

Martes pennanti fisher (C)

Key:

- (E) Endangered Listed as being in danger of extinction.
- (T) Threatened Listed as likely to become endangered within the foreseeable future.
- (P) Proposed Officially proposed in the Federal Register for listing as endangered or threatened.
- (NMFS) Species under the Jurisdiction of the <u>National Oceanic & Atmospheric Administration Fisheries Service</u>. Consult with them directly about these species.
- Critical Habitat Area essential to the conservation of a species.
- (PX) Proposed Critical Habitat The species is already listed. Critical habitat is being proposed for it.
- (C) Candidate Candidate to become a proposed species.
- (V) Vacated by a court order. Not currently in effect. Being reviewed by the Service.
- (X) Critical Habitat designated for this species

Important Information About Your Species List

How We Make Species Lists

We store information about endangered and threatened species lists by U.S. Geological Survey 7½ minute quads. The United States is divided into these quads, which are about the size of San Francisco.

The animals on your species list are ones that occur within, **or may be affected by** projects within, the quads covered by the list.

- Fish and other aquatic species appear on your list if they are in the same watershed as your quad or if water use in your quad might affect them.
- Amphibians will be on the list for a quad or county if pesticides applied in that area may be carried to their habitat by air currents.
- Birds are shown regardless of whether they are resident or migratory. Relevant birds on the county list should be considered regardless of whether they appear on a quad list.

Plants

Any plants on your list are ones that have actually been observed in the area covered by the list. Plants may exist in an area without ever having been detected there. You can find out what's in the surrounding quads through the California Native Plant Society's online <u>Inventory of Rare and Endangered Plants</u>.

Surveying

Some of the species on your list may not be affected by your project. A trained biologist and/or botanist, familiar with the habitat requirements of the species on your list, should determine whether they or habitats suitable for them may be affected by your project. We recommend that your surveys include any proposed and candidate species on your list. See our <u>Protocol</u> and <u>Recovery Permits</u> pages.

For plant surveys, we recommend using the <u>Guidelines for Conducting and Reporting</u>
<u>Botanical Inventories</u>. The results of your surveys should be published in any environmental documents prepared for your project.

Your Responsibilities Under the Endangered Species Act

All animals identified as listed above are fully protected under the Endangered Species Act of 1973, as amended. Section 9 of the Act and its implementing regulations prohibit the take of a federally listed wildlife species. Take is defined by the Act as "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect" any such animal.

Take may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding, or shelter (50 CFR §17.3).

Take incidental to an otherwise lawful activity may be authorized by one of two procedures:

- If a Federal agency is involved with the permitting, funding, or carrying out of a project that
 may result in take, then that agency must engage in a formal consultation with the Service.

 During formal consultation, the Federal agency, the applicant and the Service work together to
 avoid or minimize the impact on listed species and their habitat. Such consultation would result
 in a biological opinion by the Service addressing the anticipated effect of the project on listed
 and proposed species. The opinion may authorize a limited level of incidental take.
- If no Federal agency is involved with the project, and federally listed species may be taken as
 part of the project, then you, the applicant, should apply for an incidental take permit. The
 Service may issue such a permit if you submit a satisfactory conservation plan for the species
 that would be affected by your project.

Should your survey determine that federally listed or proposed species occur in the area and are likely to be affected by the project, we recommend that you work with this office and the California Department of Fish and Game to develop a plan that minimizes the project's direct and indirect impacts to listed species and compensates for project-related loss of habitat. You should include the plan in any environmental documents you file.

Critical Habitat

When a species is listed as endangered or threatened, areas of habitat considered essential to its conservation may be designated as critical habitat. These areas may require special management considerations or protection. They provide needed space for growth and normal behavior; food, water, air, light, other nutritional or physiological requirements; cover or shelter; and sites for breeding, reproduction, rearing of offspring, germination or seed dispersal.

Although critical habitat may be designated on private or State lands, activities on these lands are not restricted unless there is Federal involvement in the activities or direct harm to listed wildlife.

If any species has proposed or designated critical habitat within a quad, there will be a separate line for this on the species list. Boundary descriptions of the critical habitat may be found in the Federal Register. The information is also reprinted in the Code of Federal Regulations (50 CFR 17.95). See our Map Room page.

Candidate Species

We recommend that you address impacts to candidate species. We put plants and animals on our candidate list when we have enough scientific information to eventually propose them for listing as threatened or endangered. By considering these species early in your planning process you may be able to avoid the problems that could develop if one of these candidates was listed before the end of your project.

Species of Concern

The Sacramento Fish & Wildlife Office no longer maintains a list of species of concern.

However, various other agencies and organizations maintain lists of at-risk species. These lists provide essential information for land management planning and conservation efforts. More info

Wetlands

If your project will impact wetlands, riparian habitat, or other jurisdictional waters as defined by section 404 of the Clean Water Act and/or section 10 of the Rivers and Harbors Act, you will need to obtain a permit from the U.S. Army Corps of Engineers. Impacts to wetland habitats require site specific mitigation and monitoring. For questions regarding wetlands, please contact Mark Littlefield of this office at (916) 414-6520.

Updates

Our database is constantly updated as species are proposed, listed and delisted. If you address proposed and candidate species in your planning, this should not be a problem. However, we recommend that you get an updated list every 90 days. That would be January 20, 2015.

Appendix D

Archaeological Survey Report

Leonard Avenue Bridge Replacement Project, City of Clovis, Fresno County, California

06-FRE-00 BRLS-5208(122)

Prepared By:	The state of the s	Date:	1/28/2014
repared by.	Matthew Armstrong, M.A.	Date	1/20/2014
	Applied EarthWorks, Inc.		
	1391 W. Shaw Ave., Suite C, Fresno, CA 93711		
Prepared For:	City of Clovis Planning Division		
-	1033 Fifth Street, Clovis, CA 93612		
Reviewed By:		Date:	
•	John Whitehouse, Principal Investigator – Prehistoric and Southern San Joaquin Valley Management Branch	d Historical	Archaeology
	California Department of Transportation, District 6 855 M Street, Suite 200, Fresno, CA 93721		
Approved By:		Date:	
approved by.	G. William "Trais" Norris, III, Branch Chief	_ Date	
	Southern San Joaquin Valley Management Branch		
	California Department of Transportation, District 6		
	855 M Street Suite 200 Fresno CA 93721		

		J.

SUMMARY OF FINDINGS

The City of Clovis, under the Federal State Transportation Improvement Program as administered through the California Department of Transportation (Caltrans), plans to install a new bridge across the Enterprise Canal on Leonard Avenue. The current investigation included: (1) a records search at the Southern San Joaquin Valley Information Center of the California Historical Resources Information System; (2) a cursory review of materials from historical archives; (3) Native American consultation; and (4) a pedestrian survey for archaeological resources, covering approximately 2.2 acres that includes the project corridor and adjacent areas. No archaeological resources were identified as a result of the records search or Native American consultation, and no resources were discovered during the survey.

It is Caltrans' policy to avoid cultural resources whenever possible. If buried cultural materials are encountered during construction, it is Caltrans' policy that work stop in that area until a qualified archaeologist can evaluate the nature and significance of the find. Additional survey will be required if the project changes to include areas not previously surveyed.

CONTENTS

1	INTRODUCTION	1
2	PROJECT DESCRIPTION AND LOCATION	1
3	SOURCES CONSULTED	2
	3.1 RECORDS SEARCH	2
	3.2 ARCHIVAL RESEARCH	3
	3.3 NATIVE AMERICAN CONSULTATION	8
4	BACKGROUND	
	4.1 ENVIRONMENT	9
	4.2 ETHNOGRAPHY	9
	4.3 PREHISTORY	10
	4.4 HISTORY	11
5	FIELD METHODS	12
6	STUDY FINDINGS AND CONCLUSIONS	13
7	REFERENCES CITED	14
A DI	DENDICEC	
	PENDICES	
A	Maps	
	1 Project Vicinity	
	2 Study Location	
т.	3 Survey Coverage	
B	Records Search Results	
C	Native American Consultation	
FIG	GURES	
1	A portion of Township 13 South, Range 21 East showing the project area and vicinity (Thompson 1891)	1
2	A portion of Township 13 South, Range 21 East showing the project area	т
	and vicinity (Progressive Map Service 1913)	5
3	1923 Clovis, California, USGS topographic map of the project area and vicinity	
4	Project area from the southern boundary, view to the north	
5	Boundary fences on eastern side of project area	
TAE	BLES	
1	Previous Cultural Resources Studies Identified during the Records Search	
2	Summary of Native Americans Consultation	8
3	Culture Phases in the Sierra Nevada Foothills	
4	Culture Phases in the Western San Joaquin Valley	11

1 INTRODUCTION

The City of Clovis (City), with the support of the Federal State Transportation Improvement Program (FSTIP), plans to install a new bridge over the Enterprise Canal on Leonard Avenue in the northeast part of town in Fresno County, California (see Maps 1 and 2 in Appendix A). FSTIP funds for the project will be administered through California Department of Transportation (Caltrans) District 6 (BRLS-5208[122]). Because the project involves federal funding, it is subject to the cultural resources provisions of the National Environmental Policy Act and Section 106 of the National Historic Preservation Act (NHPA), as implemented through the January 1, 2004 Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (Section 106 PA). Section 106 mandates that government agencies consider the effects of their actions on historic properties—i.e., archaeological or built-environment resources that are eligible for inclusion in the National Register of Historic Places (National Register) per 36 CFR 800.16(1).

At the City's request, Applied EarthWorks, Inc. (Æ): (1) requested a record search from the Southern San Joaquin Valley Information Center (SSJVIC) of the California Historical Resources Information System and reviewed the results; (2) performed an archaeological survey of the project corridor and adjacent areas; and (3) initiated Native American consultation. The survey was completed on November 6, 2013 by Associate Archaeologist Matthew Armstrong, who holds a master's degree in anthropology (2006) and has 10 years experience performing and documenting archaeological investigations throughout California.

2 PROJECT DESCRIPTION AND LOCATION

The City proposes to replace the existing two-lane bridge on Leonard Avenue over the Enterprise Canal (Bridge 42C0494) with a bridge that will span 115 feet and consist of a three box culvert. Along with the installation of the new bridge, proposed activities include: the removal of the existing bridge, grading, street widening for northbound and southbound lane transitions, new pavement, the replacement of a turnout structure, relocation of overhead utilities, and modifications to existing residential driveways and yards. Although road construction will not increase the number of lanes on Leonard Avenue (a two-lane road), the new bridge will be able to accommodate four-lanes of traffic for future road expansion. The project requires the acquisition of approximately 15,275-square feet (0.35 acre) of additional right-of-way from adjacent private properties.

The project is in Section 12 in Township 13 South, Range 21 East, as depicted on the U.S. Geological Survey (USGS) Clovis, California, 7.5-minute topographic quadrangle (1964, photorevised 1981; Map 2). Rural residences and farming complexes occupy the study vicinity to the northwest, northeast, and southwest, and the recently constructed City water treatment facility lies to the southwest.

The APE defines the area within which the project has the potential to directly or indirectly cause alterations to historic properties per 36 CFR 800.16(d). The archaeological survey area for the present undertaking (Map 3) is intended to encompass all land that may be included in the APE, when delineated. The study area includes three elements:

- A 375-foot-long, 60-foot-wide corridor along Leonard Avenue south of the Enterprise Canal, encompassing the existing and proposed additional right-of-way of Leonard Avenue;
- A 450-foot-long, 120-foot-wide corridor along Leonard Avenue north of the Enterprise Canal, encompassing the existing road shoulder and proposed additional right-of-way of Leonard Avenue; and
- A roughly rhomboid-shaped area surrounding the bridge over the Enterprise Canal that encompasses the existing bridge, the footprint of the proposed bridge, and work areas along the banks of the canal.

The entire archaeological survey area covers approximately 2.2 acres. Given that the project involves the removal of one bridge and the installation of another as well as road construction, subsurface work will be necessary.

3 SOURCES CONSULTED

3.1 RECORDS SEARCH

On November 18, 2013, the staff of the SSJVIC at California State University, Bakersfield performed a records search for an area encompassing the bridge location on Leonard Avenue and a 0.5-mile buffer area surrounding the bridge (RS# 13-449; Appendix B). SSJVIC staff searched for previously recorded cultural resources and previous studies performed within 0.5 mile of the project area. SSJVIC staff also reviewed the listings of the National Register of Historic Places, the Historic Property Data File (3/18/13), the California Historical Landmarks, the California Register of Historical Resources, the California Inventory of Historic Resources, and the California Points of Historical Interest.

The records search identified no previously recorded cultural resources within the project area, nor within 0.5 mile of the project corridor. Two previous surveys (FR-01797 and FR-02078) covered approximately 75 percent of the study area, although both were performed more than 8 years ago (Table 1). FR-01797 resulted in the identification of 10 historic resources, but none of them are within 0.5 mile of the project area. An additional five archaeological surveys have been performed within 0.5 mile of the project area (Table 1).

Table 1
Previous Cultural Resources Studies Identified during the Records Search

SSJVIC Report No.	Year	Author	Title
Previous Studies in the Project Area			
FR-01797	2002	Wren, Donald	A Cultural Resource Study for the Clovis Southeast Specific Plan, Clovis, California
FR-02078	2005	Varner, Dudley	A Cultural Resource Study of the Boatman Property, Fresno County, California
Previous Studies Within 0.5 Miles of the Project Area			
FR-01130	1975	Wren, Donald and Michael Crist	Archaeological Reconnaissance of the Redbank and Fancher Creek Investigation Area
FR-02061	2004	Varner, Dudley	A Cultural Resource Study of the Jensen Property, Fresno County, California
FR-02077	2005	Varner, Dudley	A Cultural Resource Study of the Bautista Property, Fresno County, California
FR-02115	2005	Varner, Dudley	A Cultural Resource Study of the Highland-Leonard Property, Fresno County, California
FR-02182	2005	O'Connel, Keith	Cellular Communications Tower Site—Bullard & Highland; URS Project No. 36301065.01065

3.2 ARCHIVAL RESEARCH

The purpose of archival research for archaeological studies is to provide information regarding the potential for historical deposits to exist within the study area. The investigation compiled information from several sources, including:

- The California History and Genealogy Room at the Main Branch of the Fresno County Library;
- The Henry Madden Library at California State University, Fresno; including visits to the library's Map Department and Special Collections Department;
- Clovis-Big Dry Creek Historical Society;
- Fresno County Assessors Office;
- Fresno County Recorders Office; and
- Æ's in-house library, which includes local histories, technical publications about irrigation, and other material related to the topics of water conveyance and farming.

In November 1868, William S. Chapman received a patent from the General Land Office for the all four quarters of Section 12 in Township 13 South, Range 21 East. From 1865 to 1875, Chapman was one of the largest landowners in the state; in 1871, his holdings exceeded 1 million acres of choice California property (Nash 1959:133). Chapman was not a farmer but a land dealer. He had likely sold his holdings in Section 12 by 1875 when the Bank of California collapsed, forcing many of the state's prominent financiers to unload their investments.

In 1881, Joseph Davidson Reyburn arrived in Fresno County and promptly acquired Sections 10–15 (T13S, R21E). He subsequently sold Section 10 to John Lester (who appears to have been his brother in-law) and Sections 14 and 15 to his partner J. P. Vincent, keeping Sections 11, 12, and 13 for himself. Reyburn and his family lived within this large three-section tract, although not within Section 12 in particular. Their first home was constructed within Section 13 at present-day 4538 N. De Wolf Avenue, near the northeast corner of De Wolf and Gettysburg Avenues (American Association of University Women [AAUW] 1975:85; Figure 1). This board-and-batten residence was still standing in 1975 but has since been removed. The family's subsequent residence, built in 1892, lay in Section 11 along Barstow Avenue and has also been removed (AAUW 1975:85; Guinn 1905:1529).

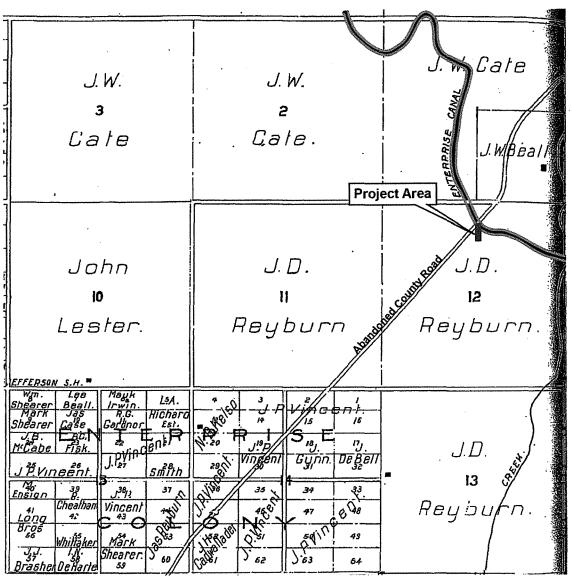


Figure 1 A portion of Township 13 South, Range 21 East showing the project area and vicinity (Thompson 1891). The map identifies the Enterprise Canal, although at the time the canal's course differed from its current alignment. The northeast-southwest trending county road was abandoned after 1907. No residences or other buildings occur within the project area or section.

By the time of the 1891 Fresno County atlas, the Enterprise Canal had been built through Section 12; the map also depicts a nonextant county road passing near the project area and over the canal (Thompson 1891; Figure 1). Leonard Avenue, Barstow Avenue, and De Wolf Avenue had not yet been extended into the study vicinity, although Bullard Avenue and Shaw Avenue (or rather their nineteenth century variants) were in place by this time. Importantly, the map shows that the canal's course through the section differed from its current alignment; the canal approached the project area from the east, in contrast to its southeast-northwest orientation in later years (compare the canal in Figure 1 with Figures 2 and 3). Moreover, comparison of the 1891 atlas and the modern USGS Clovis quadrangle indicates that the canal crossed the project area at a point approximately 150–250 feet north from its present-day intersection with Leonard Avenue. No buildings or other structures appear in Section 12.

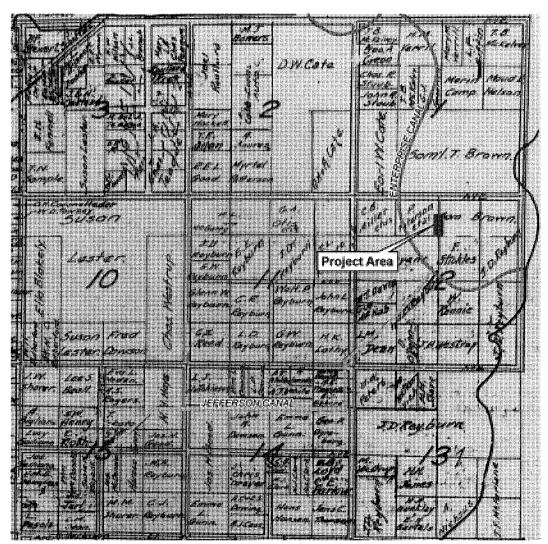


Figure 2 A portion of Township 13 South, Range 21 East showing the project area and vicinity (Progressive Map Service 1913). By this time, Reyburn had begun the process of liquidating his estate. Section 12 has been subdivided and sold off to various buyers. The Enterprise Canal was rerouted with a gradual bend in Section 12. The realignment moved its course farther south, outside the project area. The head gate of the Jefferson Canal was relocated from the northeast quarter to the northwest quarter of the section.

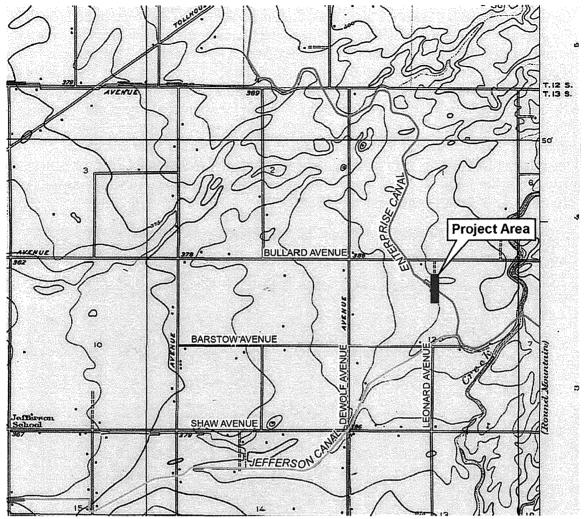


Figure 3 1923 Clovis, California, USGS topographic map of the project area and vicinity. The map depicts the existing alignment of the Enterprise Canal and location of the Jefferson Canal head gate.

The subsequent 1907 Fresno County atlas shows that De Wolf Avenue had been extended from Ashlan Avenue through Reyburn's property to Bullard Avenue (Harvey 1907:23). For the most part, however, the road grid had not been developed in the study vicinity. Two years later, the county had abandoned the diagonal northwest-southwest road, likely deeding its right-of-way back to the property owners to create more agricultural land (Guard 1909:28). The Jefferson Canal, a nearby branch of the Enterprise Canal, had also been constructed by this time; the canal irrigated the various parcels of the Enterprise Colony in Sections 14 and 15 of Township 13 South, Range 21 East (Figure 2).

Aside from the 240 acres, which had been parceled into six 40-acre lots and deeded to his children, the great bulk of Reyburn's property—including the project area—remained undivided and in his possession as late as 1911 (Guard 1911:28). By 1913, however, Reyburn (then in his early 70s) had liquidated much of his estate, a process that was continued by his heirs following his death 1 year later. The 1913 Fresno County atlas shows that Section 12 had been subdivided into 20- and 40-acre parcels and that Reyburn had sold most of the these lots to no less than 11

different buyers (Progressive Map Service 1913:30; Figure 2). In the span of just a few years, the land was converted from an uninterrupted wheat field to a checkerboard of orchards and vineyards.

The Enterprise Canal experienced some changes in the period 1911–1913, as well. The 1913 atlas and the successive 1920 atlas both depict the canal with a wide yet gradual bend through the northern half of Section 12 in Township 12 South, Range 21 East (Progressive Map Service 1913, 1920; Figure 2). This realignment appears to be a transitional course between the original and existing paths of the canal (compare the canal in Figure 2 with Figures 1 and 3). Previous investigations by Æ found that other segments of the Enterprise Canal were similarly rerouted in the early twentieth century (Baloian 2008). More importantly for this investigation, the canal flowed about 1,000 feet south of the existing bridge and well outside the project area during this time. Other modifications to the canal included repositioning the head gate of the Jefferson Canal from its initial location in the northeast quarter to the northwest quarter of the section.

Not more than a decade had passed before the course of the canal once again was changed within Section 12 of Township 13 South, Range 21 East—this time to its existing alignment. In 1921, the newly formed Fresno Irrigation District (FID) set out to upgrade the aging system of the old Fresno Canal and Irrigation Company, including the replacement of main head gates and thousands of outlets. Rechannelization of existing canals, although not explicitly mentioned in Willison's (1980:181–182) history of the district, also appears to have been among these improvements. The 1923 USGS Clovis 7.5-minute topographic quadrangle, which was based on data collected from a 1921 survey, indicates that the FID removed the single bend and reconstructed the canal in Section 12 with a double bend, presumably to make its course more closely conform to the contours of the natural terrain (Figure 3). Along with moving the head gate of the Jefferson Canal to its current location (just southeast of the project area), this construction episode brought the Enterprise Canal to its existing southeast-northwest alignment through the project area. The recorded segment is thus not an original part of the canal but was built in the early 1920s.

The 1923 map additionally shows some improvements to the overall road grid within Section 12, although not necessarily within the project area in particular. Barstow and Leonard Avenues had been extended to the center point of the section (Figure 3). According to the Caltrans Bridge Inventory, Bridge 42C0494 was erected in 1925. As is evident on the 1937 aerial photograph of the study vicinity, dirt roads had been built to access the various parcels of the study vicinity, including the precursor of Leonard Avenue between Barstow and Bullard Avenues. Yet neither the 1923 quadrangle nor the 1947 version depict this portion of Leonard Avenue, suggesting it had not yet been dedicated as a county road. For this reason, the bridge may have been built initially as a private endeavor for landowner use rather than as a county undertaking.

By the time of the 1964 USGS Clovis 7.5-minute topographic quadrangle, the portion of Leonard Avenue within the project appears to have been adopted by the county. According to the Caltrans Bridge Inventory, the bridge was widened in 1968, most likely as a county-sponsored project. Based on aerial photographs and county assessor's records, the existing homes along the project corridor were built in the 1970s and 1980s. Aside from the City's recently constructed water treatment plant, the project vicinity retains much of its rural character from the previous century.

3.3 NATIVE AMERICAN CONSULTATION

On November 5, 2013, an e-mail was sent to the Native American Heritage Commission (NAHC) requesting a Sacred Lands Inventory search and the contact information for local Native American representatives. The NAHC responded in a faxed letter dated November 8, 2013, stating that it did not identify any sacred sites within or adjacent to the study area (Appendix C). The commission cautioned that its Sacred Lands Inventory is not exhaustive and the absence of recorded sites does not preclude the discovery of cultural resources during project ground-moving activities. The NAHC also provided the names and contact information of 12 Native American representatives who may have an interest in the project. On November 8, 2013, Æ mailed a letter to each of these representatives, briefly describing the project and requesting any information they may have about the study area. On November 25, approximately 2 weeks after the initial correspondence was sent, Æ attempted to contact the representatives by telephone or e-mail. The results of Native American consultation are reported in Table 2.

Table 2
Summary of Native Americans Consultation

Summary of Ivative Americans Consultation		
Name/Affiliation	Results	
Chairperson Elizabeth Hutchins Kipp, Big Sandy Rancheria of Mono Indians	In an e-mail sent to Æ on November 26, 2013, Kipp stated that she had discussed the matter with the tribal council of Big Sandy Rancheria, and that they had no concerns regarding the project, but would like to be notified in the event that discoveries are made during construction.	
Chairperson Robert Marquez, Cold Springs Rancheria of Mono Indians	Æ spoke with tribal administrator Tom Zizzo on November 25, 2013. Zizzo stated that he would discuss the project with Marquez on November 26. No further response to date.	
Chairperson Robert Ledger Sr., Dumna Wo- Wah Tribal Government	\cancel{E} sent a follow-up email on November 25, 2013. No response to date.	
Interim Chairperson Lawrence Bill, Sierra Nevada Native American Coalition	In a telephone conversation on November 25, Bill stated that he had no comments regarding the project.	
Cultural Resources Director Bob Pennell, Table Mountain Rancheria	In a letter dated December 5, 2013, Pennel stated that Table Mountain Rancheria had no concerns regarding the project area.	
Chairman John Davis and Stan Alec, Kings River Choinumni Farm Tribe	When contacted by telephone on November 25, Alec explained that he had moved and did not receive the original letter. Æ resent the letter on November 25.	
CEO Jeneen Tex, Dunlap Band of Mono Indians	Æ sent a letter on November 8. Both the email address and phone number provided for Tex by the NAHC were invalid.	
Chairperson Mandy Marine, Dunlap Band of Mono Historical Preservation Society	Æ sent a follow-up email on November 25, 2013. No response to date.	
Chairperson Rosemary Smith, Choinumni Tribe of Yokuts	Æ sent a follow-up email on November 25, 2013. No response to date.	
Chairperson David Alvarez, Traditional Choinumni Tribe	In an email sent to Æ on November 27, Alvarez stated that he had no concerns, but would like to be notified in the event that discoveries are made during construction.	
Cultural Coordinator Lalo Franco, Santa Rosa Tachi Rancheria	Æ left a voicemail message on November 25, 2013. No response to date.	

4 BACKGROUND

4.1 ENVIRONMENT

Greater Clovis lies on the eastern margin of the San Joaquin Valley, near the base of the Sierra Nevada foothills. The valley's fertile soils are primarily made up of alluvium deposited during the Holocene and Pleistocene. Prior to Euro-American colonization, the valley floor was occupied by diverse resident and migratory mammals, birds, and fish that provided a rich resource base for aboriginal subsistence. Historical and modern land use has greatly reduced the size and number of native habitats, eliminating numerous indigenous species. In particular, the study area lies at 386 feet above mean sea level. The closest natural watercourse to the study area is Dog Creek, less than 1 mile to the east. Moreover, Big Dry Creek, located approximately 3 miles north, was important in the prehistory and history of the study vicinity.

4.2 ETHNOGRAPHY

At the time of first contact with the Spanish missionaries, the Yokuts people collectively inhabited the San Joaquin Valley as well as the western foothills of the Sierra Nevada from the Calaveras River southward to the Kern River. The Yokuts were organized into relatively small autonomous tribes or tribelets, which maintained a fluid territory containing multiple semipermanent settlements. Specifically, the study area lies within the territory of the Gashowu, a tribelet that occupied the drainages of Big Dry Creek and Little Dry Creek. Two major settlements are attributed to the Gashowu: *Pohonui*, below Letcher on Big Dry Creek, and *Yokau*, on Little Dry Creek in Auberry Valley (Kroeber 1976:481, plate 47). These villages appear to have been central year-round settlements occupied more densely in the winter. Foodgathering forays in the spring or summer expanded the Gashowu range to the lowlands of present-day Clovis and Fresno.

Acorns were a Gashowu staple, with additional nutrition culled from other nuts and seeds, berries, fruit, and game. These dietary items as well as toolstone and a variety of other resources were gathered at the summer camps. Procurement loci survive today as scatters of lithic artifacts and bedrock milling stations where plants and seeds were processed. In addition to these features, artifacts used to process procured resources (such as mortars, pestles, and manos) and the remains of resources gathered (such as bone and acorn shell) are also common within archaeological sites.

The villages of the Southern Valley Yokuts, including the Gashowu, profited from the east-west trade of goods that flowed between the Pacific Coast and the High Sierra and Great Basin (Davis 1961). The Yokuts bartered their local staples (e.g., freshwater fish, acorns, steatite goods, and tule reeds) to obtain such goods obsidian, pine nuts, shell beads and ornaments, and other exotic commodities.

As with other Indian groups in California, the lifeways of the Yokuts were dramatically altered as a result of contact with Spanish explorers and missionaries, miners, ranchers, and other immigrants who entered the San Joaquin Valley after 1700. The introduction of European culture and new diseases proved devastating to the native population. Having been pushed off their land

by white settlers, many Yokuts ended up as impoverished agricultural workers or otherwise occupied the lower echelons of the new Californian society (Wallace 1978).

4.3 PREHISTORY

In contrast to the numerous archaeological excavations in the south-central Sierra Nevada and adjacent foothills, there has been relatively little archaeological work done in the central San Joaquin Valley generally, or in the project vicinity specifically. Recent excavations close to the project area include work along the San Joaquin River at CA-MAD-826 and CA-MAD-295/827 (Baloian et al. 2006), and near Ledger Island and along Highway 168 at CA-FRE-1671 (Moratto 1988). This work has produced data that is generally consistent with prehistoric sequences developed from excavations in the foothill and mountain areas that provide a fairly clear understanding of cultural change during the last 2,000–3,000 years (summarized in Moratto 1984:316–324; Table 3). This chronology is relatively short compared to the southern San Joaquin Valley, where archaeological investigations in the Tulare Lake and Buena Vista Lake localities suggest that people occupied the region as early as 11,000–12,000 years ago (Fredrickson and Grossman 1977; Riddell and Olson 1969). Because there has been very little archaeological excavation in the immediate project vicinity, it is unclear whether the cultural phases identified in the adjacent foothills extend to this area. Moreover, the late phase of this chronology is generally associated ancestral Miwok peoples rather than Yokuts.

Table 3
Culture Phases in the Sierra Nevada Foothills
(adapted from Moratto 1984)

Phase	Dates	Common Artifacts and Features
Chowchilla Phase	800 B.C.–A.D. 550	Large projectile points, cobble mortars and cylindrical pestles, milling stones, bone fish spear tips, abundant beads and ornaments of <i>Olivella</i> and <i>Haliotis</i> , bone tools common, extended and semi-extended burials, grave goods common and abundant, ochre in graves
Raymond Phase	A.D. 550–1500	Milling stones, small-to-medium projectile points (likely introduction of bow and arrow), bedrock mortar and unshaped pestles, burials usually in flexed position, few-to-no grave goods, cairns over burials, <i>Olivella</i> and <i>Haliotis</i> beads nearly vanish from archaeological record
Madera Phase	A.D. 1500–Historic Period	Lightweight arrowheads, steatite disk beads, bedrock mortars and cobble pestles, <i>Olivella</i> beads, steatite artifacts, small amounts of brown ware pottery, flexed burials (cremations for high status individuals), grave goods common, and small amounts of European artifacts

Recent investigations in the western portion of Fresno and Merced Counties indicate that a cultural chronology developed for the eastern foothills of the coastal ranges (modified from the California Taxonomic System and summarized in Moratto 1984:185–199; Table 4) may be applicable to sites on the valley floor (Becker 2003a, 2003b; Dougherty et al. 1993; Lloyd et al. 2013). While the foothill chronology is generally identified with ancestral Miwok groups, the later phases of this western sequence appear to be tied to ancestral Yokuts peoples. However,

like the foothill chronology, it is open to question whether or not this cultural sequence applies to the eastern portion of the San Joaquin Valley.

Table 4
Culture Phases in the Western San Joaquin Valley
(adapted from Moratto 1984)

Phase	Dates	Common Artifacts and Features
Positas Complex	3300–2600 B.C.	Shaped mortars, short cylindrical pestles, milling stones, perforated flat cobbles, spire-lopped <i>Olivella</i> beads
Pacheco B Complex	2600–1600 B.C.	Foliate bifaces, rectangular <i>Haliotis</i> ornaments, rectangular <i>Olivella</i> beads
Pacheco A Complex	1600 B.CA.D. 300	Multiple types of <i>Olivella</i> beads (often in interments), <i>Haliotis</i> disk beads and ornaments, perforated canine teeth, bone awls, whistles, grass saws, large stemmed and side-notched projectile points, milling stones, mortars, and pestles
Gonzaga Complex	A.D. 300–1000	Extended and flexed burials, bowl mortars and shaped pestles, squared and taper-stemmed projectile points, bone awls and grass saws, <i>Haliotis</i> ornaments, multiple types of <i>Olivella</i> wall beads
Unknown	A.D. 1000-1500	Unknown
Panoche Complex	A.D. 1500–1850	Large circular structures; flexed burials; cremations; few milling stones; multiple types of mortars and pestles; bone awls, saws, whistles, and tubes; side-notched arrowheads; clamshell disk beads; <i>Haliotis</i> epidermis disk beads; <i>Olivella</i> wall beads

4.4 HISTORY

Much of the history of the Fresno-Clovis area has been shaped by the introduction and subsequent development of extensive water conveyance systems. In addition, the arrival of the Southern Pacific Railroad to Fresno in 1872 coupled with the passage of the "no fence" laws in 1874 provided the underpinnings of an agricultural revolution in the Central Valley that has lasted into the twenty-first century. By bringing irrigation water from the Kings River, developers not only increased the productivity of land but enhanced the resale value of their agricultural subdivisions. Flowing through the study area, the Enterprise Canal is among the earliest canals constructed during this formative time in the history of the area. They delivered (and continue to deliver) irrigation water from the Kings River to the agricultural lands north of Fresno and around the nascent settlement of Clovis, which was established as a stop along the old San Joaquin Valley Railroad (Clough and Secrest 1984; Mead 1901; Thompson 1891).

Agriculture has greatly influenced the development of Clovis, yet the town's initial growth was spurred by the founding of the Fresno Flume and Lumber Company's mill in 1894 (Johnston 1997). That same year the company completed a 45-mile-long flume from Shaver Lake to its Clovis lumber mill.

Water control and management continued to be an important issue for the valley and particularly for residents along Dry Creek. Winding southwest from the foothills, Dry Creek disappears into a natural sink near the Old Fig Garden area in north-central Fresno. The natural flow from the creek raises the underground water table, which has been an important source of well irrigation water. Yet, since the earliest days of settlement, the annual flooding of the waterway caused

traffic hazards, material damage, and even loss of life (Wilson 1932). Since beginning operation in 1948, the Dry Creek Project has expanded its scope to prevent flooding while managing the groundwater level (Clovis Unified School District 1984:137; *Fresno Bee* 1948; Fresno Metropolitan Flood Control District 2004).

In the past 30 years, suburban development of Clovis has replaced much of the former agricultural lands surrounding the town. However, the study area is surrounded by pastoral and agricultural lands, including livestock raising facilities and orchards.

5 FIELD METHODS

On November 6, 2013, archaeologist Matthew Armstrong surveyed the project study area as described in Section 2 above (Map 3) by walking a transect on either side of the street looking for archaeological material. Most of the study area is paved with asphalt; the trees and lawn adjacent to the Clovis Water Treatment Plant, on the west side of the study area south of the Enterprise Canal, grow from what appears to be soil that has been imported for landscaping (Figure 4). In contrast, the road shoulders on the east side of the study area, and the west side north of the Enterprise Canal, contain exposed ground and exhibit excellent soil visibility (75 percent or better). Property boundary fences prevented access to the edges of the study area (Figure 5). Soils observed in the roadside area were medium brown sandy silts with a mix of natural gravels and dispersed road base gravel.

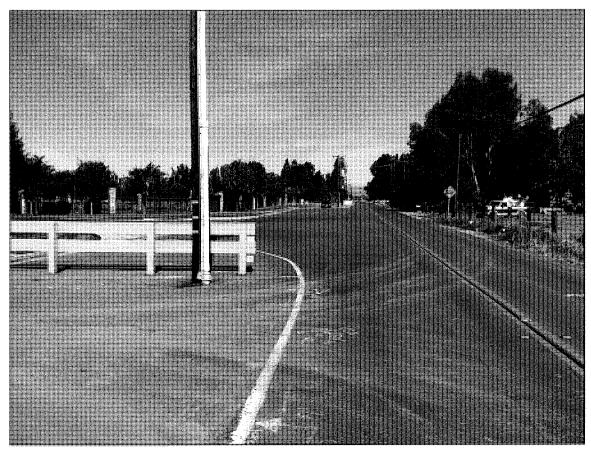


Figure 4 Project area from the southern boundary, view to the north.

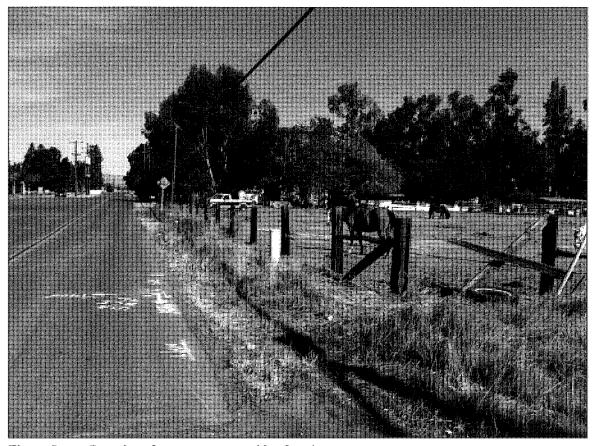


Figure 5 Boundary fences on eastern side of project area.

6 STUDY FINDINGS AND CONCLUSIONS

The survey encountered no archaeological material on the surface of the study area. Moreover, the findings of the field survey, records search, and archival research indicate a low potential for exposing intact buried archaeological remains during construction.

Two built-environment cultural resources were identified within the study area—the historical Enterprise Canal and Bridge 42C0494. These resources are described and evaluated in the Historical Resources Evaluation Report for this project (Baloian 2014).

If previously unidentified cultural materials are unearthed during construction, it is Caltrans' policy that work be halted in that area until a qualified archaeologist can assess the significance of the find. Additional archaeological survey will be needed if project limits are extended beyond the present survey limits.

13

7 REFERENCES CITED

American Association of University Women (AAUW)

1975 Heritage Fresno: People and Homes. Historic Homes Committee of the American Association of University Women, Fresno, California. Pioneer Publishing, Fresno, California.

Baloian, Randy

- 2008 Cultural Resources Inventory for the City of Clovis Research and Technology Business Park Expansion Project, Fresno County, California. Applied Earthworks, Inc., Fresno, California. Prepared for the City of Clovis Planning Division, Clovis, California.
- 2014 Historical Resources Evaluation Report, Leonard Avenue Bridge Replacement Project, City of Clovis, Fresno County, California. Applied EarthWorks, Inc., Fresno, California. Prepared for City of Clovis Planning Division, Clovis, California. Submitted to California Department of Transportation, District 6, Fresno.
- Baloian, Mary Clark, Randy M. Baloian, Michael J. Moratto, and Barry A. Price
 2006 Cultural Resources Survey and Evaluation on the Sumner Peck Ranch for the Tesoro
 Viejo Project, Madera County, California. Applied EarthWorks, Inc., Fresno,
 California. Submitted to Tesoro Viejo, Inc., Fresno, California.

Becker, Kenneth M.

- 2003a Extended Phase I and Phase II Excavations at the Deadman Site (CA-MER-381/H, P-24-001676), Merced County, California. Statistical Research, Inc., Redlands, California. Prepared for California Department of Transportation, District 6, Fresno.
- 2003b Extended Phase I and Phase II Excavations at the Wilson Site (CA-MER-383, P-24-001686), Merced County, California. Statistical Research, Inc., Redlands, California. Prepared for California Department of Transportation, District 6, Fresno.
- Clough, Charles W., and William B. Secrest Jr.
 - 1984 Fresno County—The Pioneer Years: From the Beginnings to 1900. Panorama West Books, Fresno, California.

Clovis Unified School District

1984 Images of an Age. Pacific Printing Press, Fresno, California.

Davis, James T.

1961 Trade Routes and Economic Exchange among the Indians of California. *Reports of the University of California Archaeological Survey* 54:1–71. Berkeley.

Dougherty, John W., Roger H. Werner, and Cristi A. Hunter

1993 Final Report: Archaeological Testing and Burial Rescue at CA-Mer-323, an Archaeological Site near South Dos Palos, Merced County, California. On file, California Historical Resources Information System, Central California Information Center, California State University, Stanislaus, Turlock.

Fredrickson, David A., and Joel W. Grossman

1977 A San Dieguito Component at Buena Vista Lake, California. *Journal of California Anthropology* 4(2):173–190.

Fresno Bee

1948 Water Flows into Reservoir of Dry Creek Flood Project. 14 April:17. Fresno, California.

Fresno Metropolitan Flood Control District

Flood Control System. Electronic document, www.fresnofloodcontrol.org/flood_control_system. accessed April 2012.

Guard, W. C.

1909 Atlas of Fresno County. W. C. Guard, Fresno, California.

1911 Atlas of Fresno County. W. C. Guard, Fresno, California.

Guinn, James M.

1905 History of the State of California and Biographical Record of the San Joaquin Valley, California: An Historical Story of the State's Marvelous Growth from its Earliest Settlement to the Present Time. Chapman Publishing, Chicago, Illinois.

Harvey, William Sr.

1907 Atlas of Fresno County. William Harvey Sr., Fresno, California.

Johnston, Hank

1997 *The Whistles Blow No More: Railroad Logging in the Sierra Nevada, 1874–1942.* Stauffer Publishing, Fish Camp, California.

Kroeber, Alfred L.

1976 Handbook of the Indians of California. Reprinted. Dover Publications, New York Originally published 1925, Bureau of American Ethnology Bulletin 78, Smithsonian Institution, Washington, D.C.

Lloyd, Jay B., Randy Baloian, Matthew D. Armstrong, Michael J. Mirro, and Aubrie Morlet

2013 Cultural Resources Investigations for the Proposed Poso and East Ditch Reservoirs,
Fresno and Merced Counties, California. Applied EarthWorks, Inc., Fresno,
California. Prepared for Central California Irrigation District, Los Banos, California.

Mead, Elwood

1901 Irrigation Investigations in California. U.S. Department of Agriculture, Office of Experiment Stations Bulletin No. 100. Government Printing Office, Washington, D.C.

Moratto, Michael J.

1984 California Archaeology. Academic Press, Orlando, Florida.

1988 Archaeological Excavations at Site CA-FRE-1671, Fresno, California: Final Report. 2 vols. INFOTEC Research, Inc., Sonora, California. Submitted to California Department of Transportation, Sacramento.

Nash, Gerald D.

1959 Henry George Reexamined: William S. Chapman's Views on Land Speculation in Nineteenth Century California. *Agricultural History* 33(3):133–137.

Progressive Map Service

- 1913 Progressive Atlas of Fresno County. Progressive Map Service, Fresno, California.
- 1920 Progressive Atlas of Fresno County. Progressive Map Service, Fresno, California.

Riddell, Francis A., and William H. Olsen

1969 An Early Man Site in the San Joaquin Valley. American Antiquity 34:121–130.

Thompson, Thomas H.

1891 Atlas of Fresno County. Thos. H. Thompson, Tulare, California.

Wallace, William J.

1978 Southern Valley Yokuts. In *California*, edited by Robert F. Heizer, pp. 448–461. Handbook of North American Indians, Vol. 8, William C. Sturtevant, general editor. Smithsonian Institution, Washington, D.C.

Willison, Paul H.

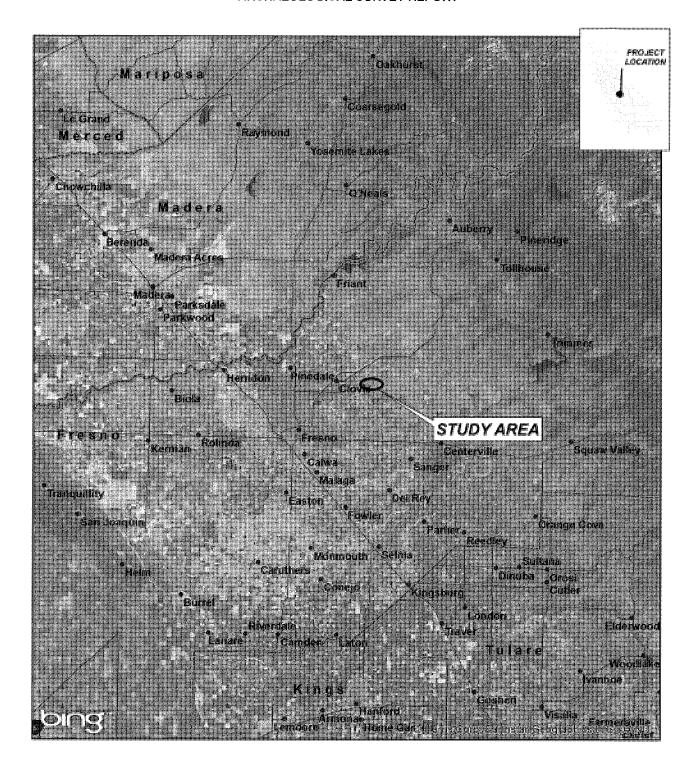
1980 Past, Present, and Future of the Fresno Irrigation District. Fresno Irrigation District, Fresno, California.

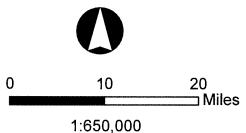
Wilson, L. H.

1932 Deaths, Injuries, Illness Caused by Dry Creek; Elimination Suggested. *Fresno Morning Republican*, 19 January:7. Fresno, California.

APPENDIX A

Maps

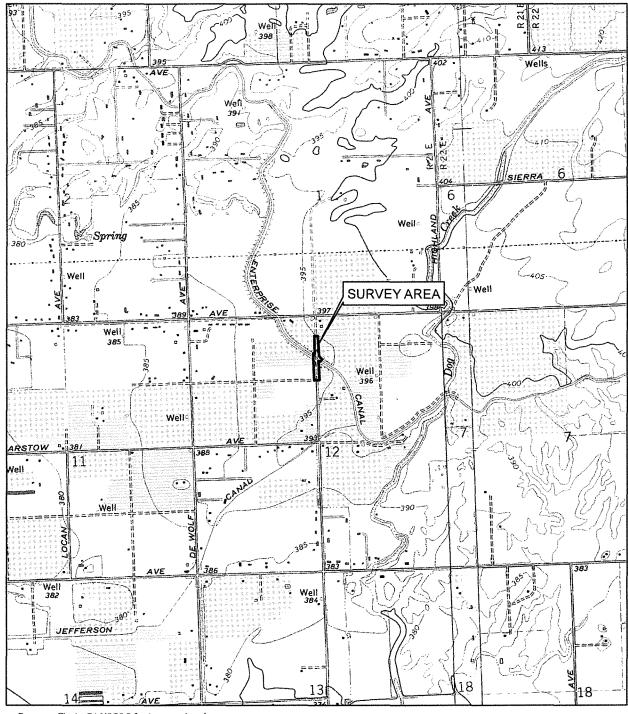




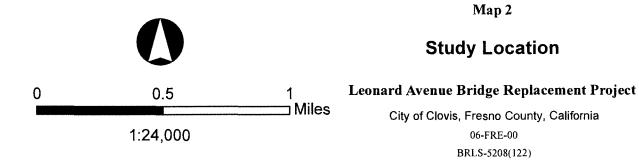
Map 1 Study Vicinity

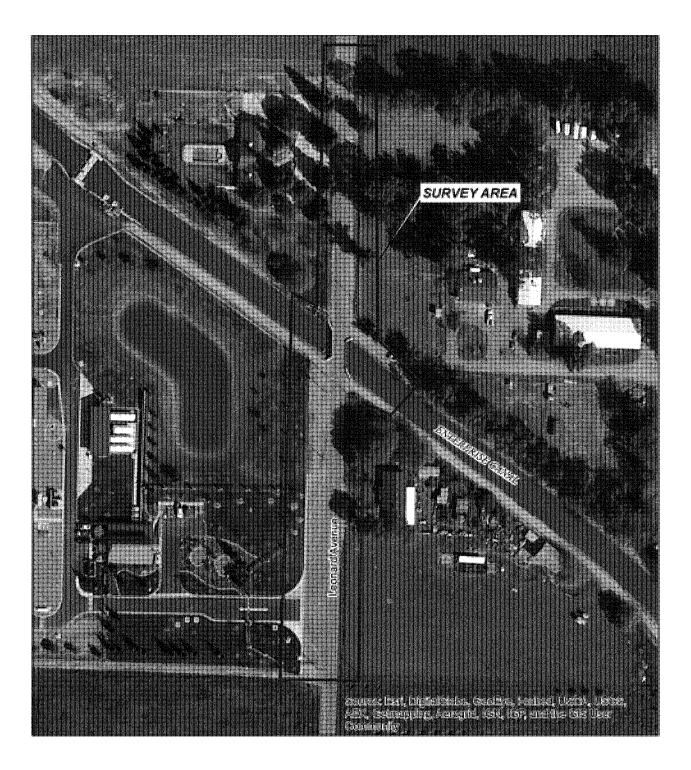
Leonard Avenue Bridge Replacement Project

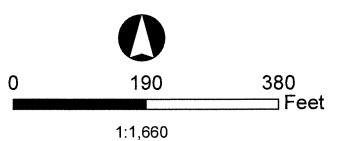
City of Clovis, Fresno County, California 06-FRE-00 BRLS-5208(122)



Basemap: Clovis, CA USGS 7.5-minute quadrangle







Map 3

Survey Coverage

Leonard Avenue Bridge Replacement Project

City of Clovis, Fresno County, California 06-FRE-00 BRLS-5208(122)

APPENDIX B

Records Search Results

CALIFORNIA HISTORICAL RESOURCES INFORMATION SYSTEM



FRESNO KERN KINGS MADERA TULARE Southern San Joaquin Valley
Information Center
California State University, Bakersfield
Mail Stop: 46 MEC
9001 Stockdale Highway
Bakersfield, California 93311-1022
(661) 654-2289 FAX (661) 654-2415
E-mail: ssjvic@csub.edu

(RS# 13-449)

TO:

Matthew Armstrong

Applied EarthWorks, Inc. 1391 West Shaw Ave., Suite C

Fresno, CA 93711

DATE:

November 18, 2013

RE:

2674 - Leonard Avenue Bridge Replacement

CO:

Fresno

MAP(s)

Clovis 7.5'

CULTURAL RESOURCES RECORDS SEARCH

The following are the results of a search of the cultural resources site record files at the Southern San Joaquin Valley Information Center. These files include known and recorded archaeological and historic sites, inventories and excavation reports filed with this office, and properties listed on the National Register of Historic Places, the Historic Property Data File (3/18/13), the California Register, the California Historical Landmarks, the California Inventory of Historic Resources and the California Points of Historical Interest.

PRIOR CULTURAL RESOURCE INVENTORIES WITHIN THE PROJECT AREA AND THE ONE-HALF MILE RADIUS

According to the information in our files, there have been two previous cultural resource studies conducted within the project area, FR-01797 and 02078. There have been five additional studies conducted within the one-half mile radius, FR-01130, 02061, 02077, 02115, and 02182. Study locations and their associated report numbers are shown on the project map.

RECORDED AND/OR KNOWN CULTURAL RESOURCES WITHIN THE PROJECT AREA AND THE ONE-HALF MILE RADIUS

There are no recorded cultural resources within the project area or within the one-half mile radius.

There are no cultural resources within the project area or radius that are listed or are eligible to be listed in the National Register of Historic Places, the California Register, the California Inventory of Historic Resources, The California State Historic Landmarks, or the California Points of Historical Interest.

COMMENTS/RECOMMENDATIONS

Requested documents are enclosed. If you have any questions or need additional information, please contact our office at (661) 654-2289.

By:

Celeste M. Thomson, Coordinator

hal I Thomas

Date: November 18, 2013

Please note that invoices for Information Center services will be sent under separate cover from the California State University, Bakersfield Accounting Office.

SSJVIC Bibliography

FR-01130	
Author(s):	Wren, Donald and Crist, Michael
Year:	1975
Title:	Archaeological Reconnaissance of the Redbank and Fancher Creek Investigation Area
Affliliation:	Unknown
Resources:	
Quads:	Clovis, Round Mountain
Pages:	32
Notes:	
FR-01797	
Author(s):	Donald G. Wren
	2002
	A Cultural Resource Study for the Clovis Southeast Specific Plan, Clovis, California.
Affliliation:	
Resources:	
	Clovis, Round Mountain
Pages:	·
	Ten historical resources recorded.
FR-02061	
Author(a)	Dudley M. Varner
	Dudley M. Varner 2004
	A Cultural Resource Study of the Jensen Property, Fresno County, California Varner Associates
Resources:	Value Associates
Quads:	Clovis
Pages:	16
=	Negative Findings
FR-02077	
Author(s):	Dudley M. Varner
Year.	2005
Title:	A Cultural Resource Study of the Bautista Property, Fresno County, California
Affliliation:	Varner Associates
Resources:	
Quads:	Clovis
Pages:	17
Notes:	Negative Findings
FR-02078	
Author(s):	Dudley M. Varner
	2005
	A Cultural Resource Study of the Boatman Property, Fresno County, California
	Varner Associates
Resources:	
Quads:	Clovis
Pages:	17
	Negative Findings
,,,,,,,	·g

Page 1 of 2 11/6/2013 2:36:52 PM

SSJVIC Bibliography

Author(s): Dudley M. Varner

Year: 2005

Title: A Cultural Resource Study of the Highland-Leonard Property, Fresno County, California

Affliliation: Varner Associates

Resources:

Quads: Clovis

Pages: 20

Notes: Old barn on property in need of evaluation by an architectural historian. No other resources identified.

FR-02182

Author(s): Keith O'Connell

Year: 2005

Title: Cellular Communications Tower Site - Bullard & Highland; URS Project No. 36301065.01065

Affliliation: URS Corporation

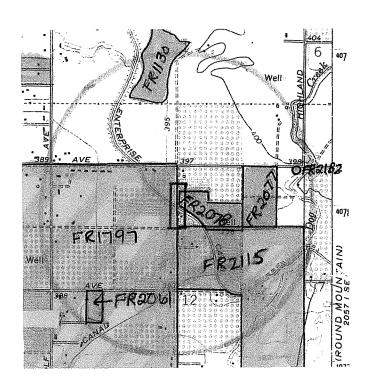
Resources:

Quads: Clovis

Pages: 99
Notes: Negative Findings

Page 2 of 2 11/6/2013 2:36:52 PM

Record Search 13-449 Clovis 7.5' Fresno County, CA



APPENDIX C

Native American Consultation

		,	

NATIVE AMERICAN HERITAGE COMMISSION

1650 Harbor Boulevard, Suite 100 West Sacramento, CA 95891 (916) 372-3715 Fax (916) 372-5471 Web Site www.nabh.na.qov Da_nahe@pacbell.net



November 8, 2013

Mr. Matthew Armstrong **Applied EarthWorks, Inc.**1391 West Shaw Avenue, Suite C
Fresno, CA 93711

Sent by FAX to:

559-229-2019

No. of Pages:

4

RE: Request for Sacred Lands File Search and Native American Contacts list for the **"Leonard Avenue Bridge Replacement Project;"** located in the City of Clovis; Fresno County, California

Dear Mr. Armstrong:

A record search of the NAHC Sacred Lands File failed to indicate the presence of Native American traditional cultural places in the project site(s) submitted as defined by the USGS coordinates configuring the 'Area of Potential Effect' or APE. Other data sources for Native American sacred places/sites should also be contacted. A Native American tribe or individual may be the only sources of information about traditional cultural places or sites.

In the 1985 Appellate Court decision (170 Cal App 3rd 604), the Court held that the NAHC has jurisdiction and special expertise, as a state agency, over affected Native American resources impacted by proposed projects, including archaeological places of religious significance to Native Americans, and to Native American burial sites.

Attached is a list of Native American tribes, Native American individuals or organizations that may have knowledge of cultural resources in or near the project area (APE). As part of the consultation process the NAHC recommends that local government and project developers contact the tribal governments and individuals in order to determine the proposed action on any cultural places/sacred sites. If a response from those listed is not received in two weeks of notification, the NAHC requests that a follow-up telephone call be made to ensure the project information has been received

If you have any questions or need additional information, please contact me at (916) 373-3715.

Sincerely

Dave Singleton Program Analyst

Attachments

Native American Contacts Fresno County, California November 8, 2013

Big Sandy Rancheria of Mono Indians Elizabeth Hutchins Kipp, Chairperson

P.O. Box 337 / 37302 Western Mono

Auberry CA 93602 ck@bigsandyrancheria.com

(559) 855-4003 (559) 855-4129 Fax

Cold Springs Rancheria of Mono Indians

Robert Marquez, Chairperson

P.O. Box 209 Mono

Tollhouse . CA 93667

(559) 855-5043 559-855-4445 - FAX Table Mountain Rancheria
Bob Pennell, Cultural Resources Director
P.O. Box 410 Yokuts

Friant , CA 93626-0177

(559) 325-0351 (559) 217-9718 - cell (559) 325-0394 FAX

Kings River Choinumni Farm Tribe

John Davis, Chairman

1064 Oxford Avenue Foothill Yokuts Clovis CA 93612-2211 Choinumni

(559) 307-6430

Dumna Wo-Wah Tribal Government Robert Ledger SR., Tribal Chairperson

2216 East Hammond Street Dumna/Foothill Fresno CA 93702 Mono

ledgerrobert@vmail.com

559-519-1742 - office

Dunlap Band of Mono Indians Jeneen Tex, Chief Executive Officer

Box 44

Mono

Dunlap CA 93624 jeneen@dunlapmono.org

559-338-2545

Sierra Nevada Native American Coalition Lawrence Bill, Interim Chairperson

P.O. 125

, CA 93621

Mono

Duniap , CA 9

Foothill Yokuts

(559) 338-2354

Choinumni

Dunlap Band of Mono Historical Preservation Soc Mandy Marine Board Chairnerson

Mandy Marine, Board Chairperson

P.O Box 18

Mono

Dunlap CA 93621 mandy_marine@hotmail.

COM

559-274-1705

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Hazith and Sefety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

hts list is only applicable for contacting local Native Americans with regard to cultural resources for the proposed Leonard Avenue Bridge Replacement Project; located in the City of Clovis; Fresho County, California for which a Sacred Lands File search and Native American Contacts list were requested.

Native American Contacts Fresno County, California November 8, 2013

Kings River Choinumni Farm Tribe Stan Alec

642 West Barstow Ave. #E Foothill Yokuts
Clovis , CA 93612 Choinumni

559-647-3227 - cell

The Choinumni Tribe of Yokuts
Rosemary Smith, Chairperson
1099 Pistachio Avenue Choinumni
Clovis CA 96311 Foothill YoKut

monoclovis@yahoo.com

Traditional Choinumni Tribe
David Alvarez, Chairperson
2415 E. Houston Avenue

Choinumni

Fresno , CA 93720 davealvarez@sbcglobal.net

(559) 292-5057 - Fax

(559) 323-6231

(559) 292-5057 FAX

Santa Rosa Tachi Rancheria Lalo Franco, Cultural Coordinator

P.O. Box 8

Tachí

Lemoore , CA 93245

Tache

(559) 924-1278 - Ext. 5

Yokut

(559) 924-3583 - FAX

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the etatutary responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

his list is only applicable for contacting local Native Americans with regard to cultural resources for the proposed Leonard Avenue Bridge Replacement Project; located in the City of Clovis; Fresho County, California for which a Sacred Lands File search and Native American Contacts list were requested.



1391 W. Shaw Ave., Suite C Fresno, CA 93711-3600 O: (559) 229-1856 | F: (559) 229-2019

November 25, 2013

Stan Alec Kings River Choinumni Farm Tribe 3515 East Fedora Avenue Fresno, CA 93627

RE: Leonard Avenue Road Replacement Project, City of Clovis, Fresno County, CA

Dear Mr. Alec,

Applied EarthWorks, Inc. (E) is currently providing cultural resources services to The City of Clovis (the City) in support of the replacement of the bridge that crosses the Enterprise Canal on Leonard Avenue. On behalf of the City, we are conducting Native American consultation and performing other tasks related to cultural resources management.

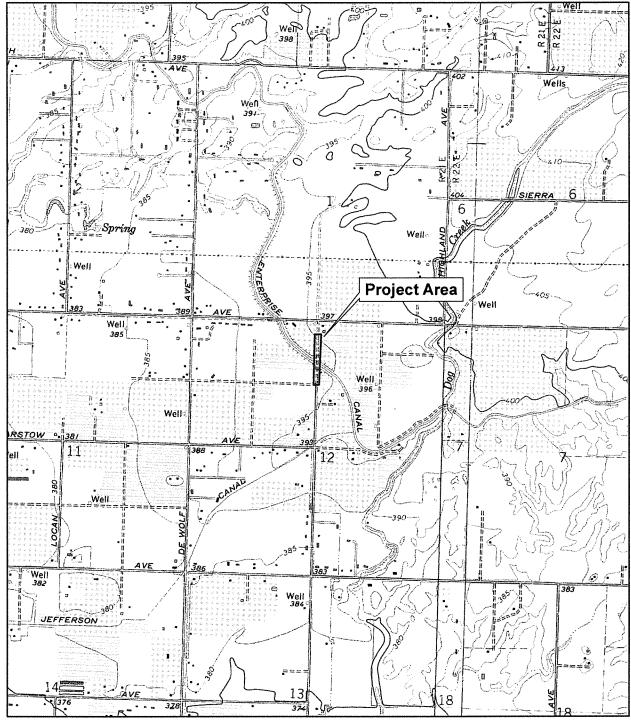
The project area lies within T13S, R 21E, Section 12, as shown on the Clovis 7.5 USGS quadrangle (see attached map). A record search has been performed for the Project, and results are still pending. A pedestrian survey of the project area was performed on November 6, 2013, and no archaeological resources were identified.

Your name and address were provided to us by the Native American Heritage Commission. If you have information on sacred or special sites in the area or if you have any interest about the project, please phone me or send a letter to my attention. Your comments will be included in our cultural resources report. You can contact me during normal business hours (559-229-1856) if you have any questions or need additional information. Thank you.

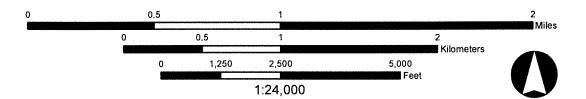
Sincerely,

Matthew Armstrong, Associate Archaeologist

encl.: Project Map



USGS 7.5 Minute Topographic Quadrangle Clovis, CA, 1964 (1981) Township 13S, Range 21E, Section 12





Leonard Avenue Road Replacement Project, City of Clovis, Fresno County, CA

3 messages

Matthew Armstrong < marmstrong@appliedearthworks.com>

Mon, Nov 25, 2013 at 3:32

PM

To: David Alvarez <davealvarez@sbcglobal.net>

Dear David Alvarez,

This is a follow-up email regarding a letter sent to you on November 8, 2013. Applied EarthWorks, Inc. (AE) is currently providing cultural resources services to The City of Clovis (the City) in support of the replacement of the bridge that crosses the Enterprise Canal on Leonard Avenue. On behalf of the City, we are conducting Native American consultation and performing other tasks related to cultural resources management.

The project area lies within T13S, R 21E, Section 12, as shown on the Clovis 7.5 USGS quadrangle (see attached map). A record search has been performed for the Project, and no archaeological or other cultural resources have been identified within or near the project area. A pedestrian survey of the project area was performed on November 6, 2013, and no archaeological resources were identified.

Your name and address were provided to us by the Native American Heritage Commission. If you have information on sacred or special sites in the area or if you have any interest about the project, please phone me or send a letter to my attention. Your comments will be included in our cultural resources report. You can contact me during normal business hours (559-229-1856) if you have any questions or need additional information. Thank you.

Matthew Armstrong, MA RPA Associate Archaeologist Applied EarthWorks, Inc.



Record Search Map.pdf

David Alvarez < davealvarez@sbcglobal.net>
To: Matthew Armstrong <marmstrong@appliedearthworks.com>

Wed, Nov 27, 2013 at 11:10 AM

Matthew Armstrong,

In reference to Project: Leonard Ave. Road Replacement, City of Clovis, Fresno County, CA. Site Location: T13S, R21E, Section 12

I google earth the location of the existing bridge and area around the project. If this is correct, I do not foresee an issue with the project. But, in the event that remains or artifacts are unearthed, I would ask that all entities are notified of the find. Should you have any questions for me in this matter, please don't hesitate to call or send an email.

Regards,

David Alvarez, Tribal Chairman Traditional Choinumni Tribe (East of the Kings River) 2415 E. Houston Ave. Fresno, CA. 93720 [t] 559.323.6231 [f] 559.292.5057 davealvarez@sbcglobal.net

[Quoted text hidden]

[Quoted text hidden] < Record Search Map.pdf>

Matthew Armstrong < marmstrong@appliedearthworks.com> To: David Alvarez <davealvarez@sbcglobal.net>

Wed, Nov 27, 2013 at 11:44 AM

Mr. Alvarez,

Thank you for the quick response. The bridge is clearly visible on Google Earth, and so you probably have the correct location.

-Matt

[Quoted text hidden]





Leonard Avenue Road Replacement Project, City of Clovis, Fresno County, CA

3 messages

Matthew Armstrong < marmstrong@appliedearthworks.com>

Mon, Nov 25, 2013 at 3:24

To: lkipp@bsrnation.com

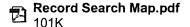
Dear Elizabeth Hutchins Kipp,

This is a follow-up email regarding a letter sent to you on November 8, 2013. Applied EarthWorks, Inc. (AE) is currently providing cultural resources services to The City of Clovis (the City) in support of the replacement of the bridge that crosses the Enterprise Canal on Leonard Avenue. On behalf of the City, we are conducting Native American consultation and performing other tasks related to cultural resources management.

The project area lies within T13S, R 21E, Section 12, as shown on the Clovis 7.5 USGS quadrangle (see attached map). A record search has been performed for the Project, and no archaeological or other cultural resources have been identified within or near the project area. A pedestrian survey of the project area was performed on November 6, 2013, and no archaeological resources were identified.

Your name and address were provided to us by the Native American Heritage Commission. If you have information on sacred or special sites in the area or if you have any interest about the project, please phone me or send a letter to my attention. Your comments will be included in our cultural resources report. You can contact me during normal business hours (559-229-1856) if you have any questions or need additional information. Thank you.

Matthew Armstrong, MA RPA Associate Archaeologist Applied EarthWorks, Inc.



Liz Kipp < LKipp@bsrnation.com>

Tue, Nov 26, 2013 at 9:45 AM

To: Matthew Armstrong <marmstrong@appliedearthworks.com>

Matthew, thank you for the inquiry of Applied Earth Works efforts to the cultural resources services to which you are providing to the City of Clovis. I have forwarded your email to other members of the Tribal Council of Big Sandy Rancheria, and we are all in agreement that we do not have any significant information to share with you in regarding the area map you have attached for our review. Therefore, Big Sandy Rancheria at this time does not have an interest in this project, but request that if any items of significance are found, at a minimum, the Tribe be notified.

From:#P dwkhz #Dup wurqj #P dlwr=p dup wurqj C dsschghdukz runvlfrp '#
Sent:#P rqqd | #Dryhp ehu#58 #5346#6=58#\$P

To:#01}#Nlss

Subject: #Dhrqdug#Dyhqxh#Urdg#Uhsolfhp hqwsuminfw#FW #ri#Farylv/Auhvqr#rxqw /#FD

[Quoted text hidden]

Matthew Armstrong < marmstrong@appliedearthworks.com> To: Liz Kipp < LKipp@bsrnation.com>

Tue, Nov 26, 2013 at 10:05 AM

Ms. Kipp,

Thank you for the quick response, and for consulting with other members of the tribal council.

-Matt

[Quoted text hidden]

Appendix E

Historical Resources Evaluation Report

HISTORICAL RESOURCES EVALUATION REPORT

Leonard Avenue Bridge Replacement Project, City of Clovis, Fresno County, California

06-FRE-00 BRLS-5208(122)

	Randy Bodi		
Prepared By:	\bigcup	Date:	1/28/2014
1 7	Randy Baloian, M.A. Applied EarthWorks, Inc. 1391 W. Shaw Ave., Suite C, Fresno, CA 93711		
Prepared For:	City of Clovis Planning Division 1033 Fifth Street, Clovis, CA 93612		
Reviewed By:		Date:	
,	John Whitehouse, Principal Investigator – Prehistoric and Southern San Joaquin Valley Management Branch California Department of Transportation, District 6 855 M Street, Suite 200, Fresno, CA 93721		
Approved By:		Date:	
,	G. William "Trais" Norris, III, Branch Chief Southern San Joaquin Valley Management Branch California Department of Transportation, District 6		
	855 M Street, Suite 200, Fresno, CA 93721		

SUMMARY OF FINDINGS

The City of Clovis plans to install a new bridge over the Enterprise Canal on Leonard Avenue in the northeast part of town with the support of the Federal State Transportation Improvement Program (FSTIP), administered through the California Department of Transportation (Caltrans). A built-environment survey of the project Area of Potential Effects identified two resources, the existing bridge (42C0494) and a segment of the Enterprise Canal (P-10-005934; CA-FRE-3564H), dating to the historical period. The Caltrans' Historic Bridge Inventory lists Bridge 42C0494 as Category 5, which is not eligible for the National Register of Historic Places. Evaluation of the canal segment found that while the Enterprise Canal is significant at the local level for its association with important historical events and trends in Fresno County, the segment of the canal within the project APE lacks integrity and is thus not eligible for the National Register of Historic Places or the California Register of Historical Resources.

CONTENTS

1	PRO	JECT DESCRIPTION	1
2	RES	EARCH AND EVALUATION METHODS	2
3	FIE	LD METHODS	4
4	HIST	TORIC CONTEXT	4
	4.1	EARLY DAYS IN THE DRY CREEK DRAINAGE (1853–1874)	4
	4.2	INITIAL DEVELOPMENT OF AGRICULTURE IN THE	
		FRESNO-CLOVIS AREA (1874–1900)	
	4.3	DIVERSIFICATION AND WATER ISSUES (1900–1950)	7
	4.4	MODERN WATER MANAGEMENT (1950–PRESENT)	9
5	DES	CRIPTION OF RESOURCE: ENTERPRISE CANAL	10
	5.1	DESCRIPTION OF RECORDED SEGMENT	10
	5.2	PROPERTY-SPECIFIC HISTORY: ENTERPRISE CANAL AND STUDY VICINITY	11
		STODI VICINIII	11
6	FINI	DINGS AND CONCLUSIONS	16
	6.1	FINDINGS	16
	6.2	CONCLUSIONS	17
7	BIBI	LIOGRAPHY	17
8	PRE	PARER'S QUALIFICATIONS	19
APF	ENDIC	CES	
A	2 P	Project Vicinity Project Location	
В	Calif	Area of Potential Effects Fornia Historic Bridge Inventory SheetC California Department of Pa Recreation 523 Forms	arks
FIG	URES		
1		orded segment of the Enterprise Canal and Bridge 42C0494, looking southeast	10
2	•	rtion of Township 13 South, Range 21 East showing the project area	10
3		nd vicinity in 1891rtion of Township 13 South, Range 21 East showing the project area	12
J		nd vicinity in 1913	13
4		S Clovis topographic map of the project area and vicinity in 1923	
		•	

1 PROJECT DESCRIPTION

The City of Clovis (City), with the support of the Federal State Transportation Improvement Program (FSTIP), plans to install a new bridge over the Enterprise Canal on Leonard Avenue in the northeast part of town in Fresno County, California (Maps 1 and 2 in Appendix A). FSTIP funds for the project will be administered through California Department of Transportation (Caltrans) District 6 (BRLS-5208[122]). Because the project involves federal funding, it is subject to the cultural resources provisions of the National Environmental Policy Act and Section 106 of the National Historic Preservation Act, as implemented through the January 1, 2004 Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (Section 106 PA). Section 106 mandates that government agencies consider the effects of their actions on historic properties—i.e., archaeological and/or built-environment resources that are eligible for inclusion in the National Register of Historic Places (National Register) per 36 CFR 800.16(1).

Applied EarthWorks, Inc. (Æ) has been retained by the City to evaluate the National Register eligibility of built-environment resources (i.e., historical buildings and structures) in the project vicinity. This Historical Resources Evaluation Report (HRER) follows the suggested content and format outlined in Exhibit 6.2 of Caltrans' Standard Environmental Reference (SER) (Volume 2) (available on-line at http://www.dot.ca.gov/ser/vol2/ex_6_2_hrer.pdf [2014 update]).

The City proposes to replace the existing two-lane bridge over the Enterprise Canal on Leonard Avenue (Bridge 42C0494) with a bridge that will span 115 feet and consist of a three box culvert. Along with the installation of the new bridge, proposed activities include: the removal of the existing bridge, grading, street widening for northbound and southbound lane transitions, new pavement, the replacement of a turnout structure, relocation of overhead utilities, and modifications to existing residential driveways and yards. Although road construction will not increase the number of lanes on Leonard Avenue (a two-lane road), the new bridge will be able to accommodate four lanes of traffic for future road expansion. The project requires the acquisition of approximately 15,275 square feet (0.35 acre) of additional right-of-way from adjacent private properties.

The study area is in Section 12 in Township 13 South, Range 21 East, as depicted on the Clovis, California, 7.5-minute U.S. Geological Survey (USGS) topographic quadrangle (1964, photorevised 1981) (Map 2). Rural residences and agricultural land occupy the study vicinity to the northwest, northeast, and southwest, and the recently constructed City water treatment facility lies to the southwest.

Section 106 regulations (36 CFR 800.16[d]) define the Area of Potential Effects (APE) as the area within which the project has the potential to directly or indirectly cause alterations to historic properties. The APE for the current project includes:

- A 375-foot-long, 60-foot-wide corridor along Leonard Avenue south of the Enterprise Canal, encompassing the existing and proposed additional right-of-way of Leonard Avenue;
- A 450-foot-long, 120-foot-wide corridor along Leonard Avenue north of the Enterprise Canal, encompassing the existing road shoulder and proposed additional right-of-way of Leonard Avenue; and
- A roughly rhomboid-shaped area surrounding the bridge over the Enterprise Canal that encompasses the existing bridge, the footprint of the proposed bridge, and work areas along the banks of the canal.

The APE covers approximately 1.7 acres. Given that the project involves the removal of one bridge and the installation of another as well as road construction, subsurface work will be necessary. The vertical dimension of the APE extends 5 feet below the surface.

A survey of the built-environment (Chapter 5) encountered two cultural resources within the APE: (1) the existing bridge (42C0494), which was built in 1925 and widened/extended in 1968 according to the California Historic Bridge Inventory (Appendix B), and (2) a segment of the Enterprise Canal (P-10-005934; CA-FRE-3564H), which was built sometime between 1885 and 1891 (Appendix C). Because the inventory lists the bridge as not eligible for the National Register, no further consideration is warranted for this historical structure. The subject of this evaluation is thus the short 200-foot segment of the Enterprise Canal that passes through the APE.

The survey also observed rural residences occupying four parcels—APN 554-030-11, 554-030-12, 554-030-22S, and 554-030-21S—from which the City will acquire additional right-of-way as part of the project. Fresno County Assessor records (available on-line at www.co.fresno.ca.us) indicate that the three homes on APNs 554-030-12, 554-030-22S, and 554-030-21S were built in the 1970s and 1980s. As modern buildings (i.e., less than 50 years old), they do not meet the National Register age criterion for historic properties (36 CFR 60.4) and are exempt from evaluation under Caltrans' Section 106 PA Attachment 4. The house on APN 554-030-11 was built in 1964 and will meet the age criterion in 2014. It is, however, unwarranted to presume that the current project will have a direct or indirect effect on this residence. The proposed sliver acquisition from APN 554-030-11 is about 500 feet from the home and will involve only road improvements. More importantly, like the existing bridge, the new bridge will be outside the viewshed of the house and will not have any visual impacts on its surroundings. The residence at APN 554-030-11 is thus excluded from this evaluation.

2 RESEARCH AND EVALUATION METHODS

Research was carried out through a series of stepwise tasks. On November 18, 2013, the Southern San Joaquin Valley Information Center (SSJVIC) of the California Historical Resources Information System at California State University, Bakersfield performed a records search that included a review of the SSJVIC files as well as the listings of the National Register of Historic Places, the Historic Property Data File (3/18/13), the California Historical Landmarks, the California Register of Historical Resources, the California Inventory of Historic

Resources, and the California Points of Historical Interest. The purpose of the records search was to identify any other cultural resources that may exist within the study vicinity.

Following the records search, archival research was carried out to prepare a historic context for evaluation and to gather property-specific information about the subject resource. The historic context contained in this report (Chapter 3) is based on research from numerous evaluations performed by Æ in the past 8 years. Most of these evaluations have assessed the historical significance of rural properties and irrigation canals. In creating a general historic context for the Fresno-Clovis area, Æ consulted several local repositories, including:

- The California History and Genealogy Room at the Main Branch of the Fresno County Library;
- The Henry Madden Library at California State University, Fresno; including selected visits to the library's Special Collections Department;
- Clovis-Big Dry Creek Historical Society;
- Æ's in-house library, which includes local histories, technical publications about irrigation, and other material related to the topics of water conveyance and farming.

According to the National Park Service (2002:9), the historic context establishes the framework within which decisions about significance are based. The evaluation process essentially weighs the relative importance of the subject resource(s) against the larger backdrop of history; the context provides the comparative standards and/or examples as well as the theme(s) necessary for this assessment. A theme is a pattern or trend that has influenced the history of an area for a certain period. It is typically couched in geographic (i.e., local, state, or national) and temporal terms to focus and facilitate the evaluation process. Considering the location and economic function of the Enterprise Canal, Chapter 4 centers on the impact of irrigation on the agricultural development of the Fresno-Clovis area.

Property-specific research seeks to answer such basic questions as "when was the building/structure built," "who built, lived in, or used it," and "why was it built." Although precise construction dates for old buildings and structures are rarely found in the historical record, a narrow range of dates can be ascertained though a review of archival maps and aerial photographs. Very often, the reasons or circumstances underlying the construction of a particular building or structure can be revealed by relating property-specific information (e.g., date of construction, owner, etc.) to the chronology of development in the vicinity. For instance, the construction of rural homes and branch canals in the Fresno-Clovis area has historically occurred after the subdivision of a larger property by a land developer for sale to individual farmers.

For the current investigation, Æ obtained archival topographic maps from the USGS web site (http://geonames.usgs.gov/pls/topomaps) and historical atlases from the California History and Genealogy Room at the Main Branch of the Fresno County Library and the David Rumsey Historical Collection web site (http://www.davidrumsey.com). A series of aerial photographs of the project area dating back to the 1930s (1937, 1950, 1957, 1961, 1965, 1967, 1977, 1987, and 1993) were examined in the Map Department of the Henry Madden Library at California State University, Fresno. Recent aerials (dating from 1998 to the present) were viewed on Google

Earth. Biographical and demographic information about the owners of the neighboring properties was obtained from county histories, city directories, and Ancestry.com. A portion of the discussion about the Enterprise Canal in this HRER is excerpted from previous Æ evaluations of the canal and its branch canals, namely Baloian (2008) and Morlet and Baloian (2012).

Evaluation of the subject canal segment (see California Department of Parks and Recreation [DPR] forms in Appendix C) follows the guidelines contained in National Register Bullet 15, How to Apply the National Register Criteria for Evaluation, issued by the National Park Service (2002). Because the historical significance of the Enterprise Canal under Criterion 1 has been demonstrated in previous Æ reports (Baloian 2008; Morlet and Baloian 2012), the bulletin's guidelines for assessing integrity were particularly relevant for the current evaluation.

3 FIELD METHODS

On December 18, 2013, Historian Randy Baloian recorded and photographed a 200-foot-long segment of the Enterprise Canal. Archival research supported the field description and interpretation of the subject canal. Baloian also examined the project area for other historical buildings, structures, and/or objects. The DPR 523 forms for the canal are presented in Appendix C of this report.

4 HISTORIC CONTEXT

4.1 EARLY DAYS IN THE DRY CREEK DRAINAGE (1853–1874)

The first Euro-American settlements in the greater Clovis area occurred not within the swampy "hog wallows" that once dotted the landscape of the present city limits but in the grassy plains around Dry Creek where the stream flows down from the foothills into the valley (Clough and Secrest 1984:304). A small outpost was established at the current intersection of Shepherd and Thompson Avenues in 1853 and later became a stop along the Stockton to Los Angeles stage route (Smith 1991:11, 31). For many years the lonely station, which eventually became known as Collins Corner, stood by itself with no other buildings in sight. After the Civil War, sheepherders, many from the southern United States, began to trickle into the area.

During the 1860s, homesteaders came to the valley to graze their herds or flocks in the pastures around the San Joaquin River and its drainages. The local cattle industry continued to grow until at least 1870, when, according to Vandor (1919:162), it reached its peak. There were, however, some bumps along the way. The erratic climate patterns of the 1860s—a decade that experienced alternating periods of severe flooding and drought—had considerable impact on the make-up of the Central Valley's agrarian base. In particular, the 2-year-long drought that followed the great flood of 1862 decimated remaining old Spanish cattle that had escaped the deluge (Byron 1951:26). In response, cattlemen restocked their herds with other varieties, including longhorns that had been driven from Texas (Vandor 1919:162). For their part, shepherds adopted the annual cycle of Old World pastoralists: during the summer months they drove their flocks into the Sierra Nevada high country to conserve the lowland grasses for fall and winter grazing. The floods and droughts similarly wreaked havoc with the production of agricultural goods, causing dramatic swings in commodity values. In the wake of the 1864 drought, crop failures depleted the supply

of grain as the price of wheat on the San Francisco Market soared to \$5.00 per cental (100 pounds) in March 1865 (Elliot 1883:71). By comparison, the price rarely breeched the \$3.00 mark during the entire 1870s.

Along with the climate, political factors had a major hand in shaping the economic landscape. Although the 1874 enactment of the "no fence" laws did not necessarily deal a death blow to valley ranching, the statute greatly curtailed the influence and importance of this industry. The law had both operational and monetary repercussions:

The "no fence" law obligated the stock owner to herd his cattle and sheep, whereas before the stock roamed at will and was not assembled except for the annual rodeo. He was also made responsible for damage done by his beasts. The farmer was not required to fence his holdings, though . . . he occasionally did so [Vandor 1919:163].

Without the entire extent of the San Joaquin Valley at his disposal and burdened by the continual task of containing his herds and flocks, the rancher found himself increasingly marginalized in the developing valley economy.

4.2 INITIAL DEVELOPMENT OF AGRICULTURE IN THE FRESNO-CLOVIS AREA (1874–1900)

In addition to pro-agriculture legislation and the arrival of the Southern Pacific Railroad in 1872, the development of irrigation systems greatly contributed to the growth of agriculture in Fresno county. Built in the early and mid-1870s, the first major water conveyance systems in the Fresno-Clovis area included the canals of the Fresno Canal and Irrigation Company (FCIC), the Kings River and Fresno Canal Company (KRFCC), and the Enterprise Canal Company (ECC). These same systems, which use the waters of the Kings River, remain essential parts of the area's agricultural industry today.

In local history, Moses Church—a former sheepherder from Napa County—is considered the chief developer of water conveyance in Fresno County. As early as 1870, Church began acquiring water rights along the Kings River; in February 1871, he and two business associates incorporated the FCIC (Elliot 1882:102; Willison 1980: 68-71). His first objective was to deliver appropriated water to the farm of A. Y. Easterby, located in the present-day Sunnyside neighborhood of Fresno (Vandor 1919:170–171). In 1872, the company completed construction of the first main head gate on the Kings River that allowed 2,000 feet of water to be diverted into the irrigation system (Elliot 1882:102). The Fresno Canal was the FCIC system's primary channel. Even though it runs a relatively short 12 miles, the Fresno Canal is the source of numerous large branch canals that still irrigate the fields south, west, and east of the Fresno-Clovis metropolitan area.

The KRFCC, also established in 1871, intended to build a similar system, although the project was not completed until 1873 when L. A. Gould purchased interest in the company (Clough and Secrest 1984:118–119; Willison 1980:76). By August of the same year, Gould's farm was receiving irrigation water from the KRFCC or Gould Canal, which taps the Kings River about 1.5 miles above the head gates of the Fresno Canal. The Gould Canal and its primary branch, the Helm Canal, irrigated the former agricultural lands in what is today the heart of the Fresno-Clovis metropolitan area.

While local sources are not specific about the incorporation of the ECC or the dates of its major conveyance, the Enterprise Canal, circumstantial evidence suggests that construction began sometime after 1875 and continued episodically until the early twentieth century when the canal appears to have reached it present-day length of 36.5 miles. According to Willison's (1980:76, 84) account, the KRFCC agreed to supply water to the ECC following the completion of the Gould Canal in 1873. This agreement was the basis for the eventual creation of the Enterprise Canal. Although the Enterprise Canal is not represented on an 1875 map of the county, construction may have begun shortly after (Willison 1980). Moreover, Hall's (1885) serial maps depicting irrigation in Fresno County as well as later county atlases suggest that the canal was built in stages. Whereas the first 15 miles of the Enterprise Canal (or "Enterprise Ditch") as well as its head gate on the Gould Canal are shown and labeled on the Centerville and Kingsburg Sheet of the series, the lower reaches of the canal do not appear on the Fresno Sheet. Taken at face value, Hall's (1885) maps indicate that in 1885 the Enterprise Canal terminated at Frolic Creek (present-day Dog Creek), less than a mile east of the project area. By the time of the 1891 Fresno County atlas, the canal had been lengthened another 9.5 miles through the Clovis area (and project area) and to its northernmost extent (in Section 18, T12S, R21E); however, the canal's existing southwesterly leg through what is today north Fresno had not been built yet (Thompson 1891).

Whatever the specific date(s) of the canal's construction, the ECC's dependence on the KRFCC and its Gould Canal clearly proved to be its undoing. In 1875, the KRFCC emerged from a court battle with the FCIC with its water rights still intact (Willison 1980:77–83). Ten years later, however, the companies faced-off again, but this time the FCIC succeeded in enjoining the KRFCC from drawing water from the Kings River (Mead 1901:277; Willison 1980:84). With no water rights and without access to water from the river, the KRFCC and ECC were forced to sell their canals to the FCIC. The court decision thus left the FCIC in control of all three canal systems.

Under the ownership of the FCIC, the Enterprise Canal continued to irrigate the farmlands north and east of the Fresno-Clovis area. It gave rise to several secondary canals along its route—including such Clovis-area branches as the Maupin Ditch, the Jefferson Canal, the Clovis Ditch, the Teague Ditch, and Helm Colonial Ditch—as well as numerous unnamed laterals (Willison 1980:283–285). As early as 1900, the canal and its branches irrigated about 15,000 acres (Willison 1980:76). By 1913, the lower portion of the canal appears to have been completed, bringing irrigation water to the area historically known as Forkner's Fig Gardens (Progressive Map Service 1913:19).

For Church and other land promoters, the intended effect of irrigation was to increase the value of their properties so that they could be subdivided and sold to newly arriving homesteaders at a hefty profit. While this primary purpose was certainly achieved, the advent of intensive irrigation additionally led to a shift in both the types of crops grown and the size of a typical farm. Grain farming generally requires substantial acreage, but as irrigation water became more readily available, individual farmers realized that premium crops like grapes, citrus, and tree fruit could be profitably grown on lots as small as 20 acres.

Vandor's history includes a commentary from (probably Charles) Nordoff, who describes how, with irrigation, bigger is not necessarily better.

Big ranches there are yet but they are hazardous ventures, and the fact is that in the big valley the twenty, forty and eighty-acre farmers brought the lasting and real agricultural prosperity. There, where wheat was once the big and only crop, the man with less than 320 acres classed himself as a humble small farmer. Slowly but gradually the conviction forced itself that eighty acres with water on a good location was a little too much, forty a liberal plenty with which to make a fair start in life, and twenty just enough for one man on which to make a comfortable living for self and family and have something over with industry and health for the proverbial rainy day. Wonders have been accomplished with ten acres by men who were not overambitious, not overburdened with money and hesitated not to combine brain and brawn in the labor in the field. Intelligent twenty-acre men are laying up what eastern farmers would consider a fortune . . . [Vandor 1919:261].

Much like the "no fence" laws, the 1887 Wright Act, which provides for the creation of irrigation districts, is also seen as an important step in solidifying the interests of agriculture. In practice, it took some years before newly formed districts could gain the necessary legal and financial traction for operation, and these public cooperatives did not begin replacing private irrigation companies until the early twentieth century. At its passage, the Wright Act was, nevertheless, another legislative expression of the growing need for appropriated water. Another important development in the late nineteenth century was construction of the San Francisco & San Joaquin Valley Railroad in 1896, which provided Fresno with another rail line. Before then, farmers had complained about the Southern Pacific Railroad's "ruinous" rates and were continually looking for alternative ways to ship their products to the Bay Area. This second railroad was acquired by the Atchison, Topeka and Santa Fe Railway around 1900.

Agricultural growth in the San Joaquin Valley generally was accompanied by consistent population growth and urbanization, and with the rise in residential, commercial, and infrastructural development came an increase in demand for building materials. The one-man milling operations of the gold rush era had given way to late nineteenth-century lumber companies with the financial and technological means to harvest vast stands of timber in the nearby Sierra Nevada. It was primarily in this context that the town of Clovis arose.

Clovis originated in 1891 as a stop along the San Joaquin Valley Railroad, which extended from Fresno to the aspiring community of Pollasky (formerly called Hamptonville and later renamed Friant), located on the south bank of the San Joaquin River (Clough and Secrest 1984:281). Although Pollasky never fully materialized and the railroad was eventually sold off to the Southern Pacific, the new transportation link had opened up the area northeast of Fresno for settlement and other ventures. Shortly afterward, the Fresno Flume and Irrigation Company, a combination lumber and irrigation venture, located its sawmill on a 60-acre parcel at the current site of Clark Intermediate School and the Clovis Rodeo Grounds. The mill was the end point of a 45-mile wooden flume from Shaver Lake. By its second year of operation in 1895, between 300 and 500 employees worked at the mill (Clough and Secrest 1984:305; Johnston 1997).

4.3 DIVERSIFICATION AND WATER ISSUES (1900–1950)

The trend toward smaller farms continued well into the new century. Between 1900 and 1920, 45,000 new farms were established in California, of which about 85 percent were less than 50 acres (Hall 1986:170). Yet whether a farm is small or large, the decision of which crop(s) to grow from year to year has historically been a speculative one for valley farmers. Given the decentralized nature of the industry, the market for a particular product was capable of

unpredictable and dramatic changes in its volume and price. Oversupply of the previous year's crop and the prospect of low prices have often compelled growers to look for other, more profitable alternatives. Out of this instability, many new fruit and vegetable varieties have been introduced to the valley.

For instance, in the early 1900s, a glut in the grape and raisin market—one of several that would occur in the century—caused many farmers around Selma to turn to peaches and other tree fruit. Predictably, the market became saturated as the commodity was over produced, but stone fruit (peaches, nectarines, plums, and apricots) has since remained a fixture in local agriculture (Hall 1986:170). During this same time, fig orchards began to appear in greater numbers. George Roeding's work with the pollination (or caprification) of Smyrna figs resulted in the development of the Calimyrna variety, which eventually surpassed the white Adriatic, the black mission, and the kadota to become the state's most popular fig (Hall 1986:171–172). In the Fresno area, the crop is synonymous with J. C. Forkner's "Fig Gardens" (located in what is today the central part of town), but it was also successfully grown on numerous farms in northeast Clovis (Smith 1991:19). Another historically important crop that emerged as an alternative to grain is citrus, which is grown most successfully along the eastern margins of the valley. The microclimate in this region is especially conducive to the cultivation of oranges and lemons: here, it is cold enough to enhance the sugar content of the fruit yet comparably less prone to the hard freezes that beset other valley regions. The citrus industry grew so quickly that by 1900 ranchers began planting orange groves in former rangeland, a decision prompted by the fact that an irrigated orchard fetched \$1,500 per acre compared to \$100 per acre for raw land (Hall 1986:173).

Such decisions, however, were not always driven exclusively by supply and demand and were sometimes based on a willingness to invest in a new direction. In the 1910s, many grape and raisin growers switched from the muscat variety to the Thompson seedless, presently the most popular table grape in the nation. Compared to the muscat, the Thompson grape was less sticky when dried and, as its name implies, seedless—two factors that facilitated the packaging and marketing of the product (Hall 1986:169). People have been drying grapes to make raisins for thousands of years, but this ancient practice grew to become one of the state's dominant industries in the early years of the twentieth century. Before the advent of modern refrigeration in railcars and freight trucks, the marketability of fresh tree fruit and grapes was restricted to the western United States. By preserving and thus increasing the shelf life of the fruit, farmers opened up the eastern markets to their crops and, at the same time, removed some of the price volatility associated with perishable agricultural commodities.

World War I created an unprecedented demand for agricultural products, as the U.S. government sent shiploads of canned food and textiles overseas. The conflict had interrupted the import of Egyptian cotton, and the heightened demand stimulated local production of the commodity (Hall 1986:175–176). Similarly, the raisin industry benefited from the agricultural boom. In 1920, even 2 years after the armistice, growers received \$295 per ton, while vineyards were valued at over \$1,000 per acre (Hall 1986:175). In time, however, supply caught up and overtook demand for dried goods, creating surpluses and depressed prices. The war had ended, and the government no longer had the need to purchase tons of crops and textiles. To exacerbate matters for viticulturists, from 1919 to 1933 the Eighteenth Amendment banned the manufacture, sale, and transportation of all alcoholic beverages, including wine, brandy, and other grape-based

libations. Ironically, the Roaring Twenties, a period often portrayed as one of the nation's most prosperous times, was not always kind to the nation's farmers.

The steady growth of the San Joaquin Valley's agricultural base and its reliance on irrigation were beginning to erode the state's water supply. In the period between 1909 and 1919, newly irrigated lands were placed under production at a rate of 155,000 acres per year (Hall 1986:174). Established in 1920, the Fresno Irrigation District (FID) acquired the aging conveyance system of the FCIC, and immediately set out to revamp and add to the existing canals and structures (Willison 1980). Technological improvements to electric water pump technology allowed wells to extend even deeper into the aquifer, and by the mid-1920s the proliferation of wells had caused the water table to drop to alarmingly low levels. Among the most threatened were farmers who relied solely on wells for irrigation water. Along with a falling water table, California's water issues included reducing the danger of flooding along the major rivers, providing for more dependable navigation on the Sacramento River, and improving the water quality in the East Bay area (Jackson 1977).

The solution was the Central Valley Project (CVP), a statewide multicomponent water conveyance system to control and redistribute the tremendous supply of water flowing from the Sierra Nevada. The CVP, which began at the state level, became part of the New Deal project in the mid-1930s because of the massive financing required for the project. Partially due to labor shortages created by World War II, the entire system was not completed until the early 1950s. The Friant-Kern Canal, an original component of the CVP, flows about 6 miles east of the project area.

In many ways, the Dry Creek drainage was a microcosm of the water issues facing the state during the 1920s and 1930s. Winding southwest from the foothills, Dry Creek disappears into a natural sink near the Old Fig Garden area in north-central Fresno. The natural flow from the creek raises the underground water table, which has been an important source of well irrigation water. Since the earliest days of Fresno, however, the annual flooding of the waterway caused traffic hazards, material damage, and even loss of life (Wilson 1932).

4.4 MODERN WATER MANAGEMENT (1950-PRESENT)

Beginning in the mid-twentieth century, water management methods became more diverse and presently involve the storage of runoff in reservoirs for hydroelectric power and flood control and maintenance of underground water tables for such uses as irrigation and drinking water. As part of this larger process, the Dry Creek Project has sought to control the stream's natural runoff by channeling the water into reservoirs (*Fresno Bee* 1948). Since beginning operation in 1948, the Dry Creek Project has expanded its scope to prevent flooding while managing the groundwater level (Clovis Unified School District [CUSD] 1984:137; Fresno Metropolitan Flood Control District 2004).

When it reached fruition in the 1950s, the CVP sparked a new wave of agricultural growth by providing an ample supply of federally subsidized water across the valley floor. For Fresno County, the important feature of this system has been the Delta-Mendota Canal, which provides water to West Side farmers. The Friant-Kern Canal flows through the Dry Creek District and its primary function is to convey irrigation water to the counties of the south San Joaquin Valley. Nevertheless, water from the channel does not pass through the greater Fresno area completely

untouched; along with the City of Fresno, the Garfield Irrigation District and the Harlan Ranch established the right to divert water from the Friant-Kern Canal (CUSD 1984:136).

5 DESCRIPTION OF RESOURCE: ENTERPRISE CANAL

While the following section centers on the recorded segment of the Enterprise Canal, it takes into account the land-use patterns of the study vicinity and the portion of the canal flowing through Section 12 of Township 13 South, Range 21 East. This wider approach is necessary to understand the changes that occurred in the canals' history. Bridge 42C0494 is also included in the discussion, as appropriate. However, because it is listed on the California Historic Bridge Inventory and has already been determined to be not eligible for the National Register, formal documentation and evaluation of the bridge are unwarranted and DPR forms for the bridge are not included as part of this investigation.

5.1 DESCRIPTION OF RECORDED SEGMENT

The current investigation recorded a 200-foot segment of the Enterprise Canal, which, in its entirety, flows 36.5 miles from its head gate on the Gould Canal near the Kings River to the center of Fresno (Willison 1980:271). The recorded segment is an unlined portion of the canal, flowing in a southeast to northwest direction (Figure 1). It measures 35 feet from bank to bank; the canal right-of-way, including its shoulder banks, appears to be about 75 feet wide. The banks are at surface level (i.e., they are not built up above the ground). At the time of documentation, water filled the canal to near capacity, preventing accurate measurement of its depth. Based on prior observations, the canal is estimated to be 6–8 feet deep.

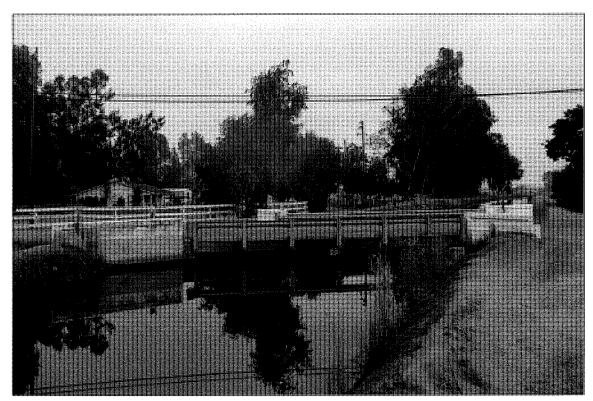


Figure 1 Recorded segment of the Enterprise Canal and Bridge 42C0494, looking southeast.

One feature was observed within the recorded segment: an irrigation gate with a small circular concrete containment well set into the canal's south bank. The gate appears modern and currently functioning. It presumably opens into an underground conduit; however, it could not be determined what properties are irrigated by the pipe.

Also located within the recorded segment is Bridge 42C0494, which carries Leonard Avenue across the canal (Figure 1). According to the California Historic Bridge Inventory, this structure was built in 1925 and widened/lengthened in 1968. The bridge is listed as Category 5, indicating that Caltrans has determined that the bridge is not eligible for the NRHP. It lacks distinctive characteristic or temporal markers and appears to be a typical county road bridge dating to the 1960s.

5.2 PROPERTY-SPECIFIC HISTORY: ENTERPRISE CANAL AND STUDY VICINITY

In November 1868, William S. Chapman received a patent from the General Land Office for all four quarters of Section 12 in Township 13 South, Range 21 East). From 1865 to 1875, Chapman was one of the largest landowners in the state; in 1871, his holdings exceeded 1 million acres of choice California property (Nash 1959:133). In local history, Chapman and Issac Friedlander (the "Wheat King") financed the county's first and most important irrigation companies—the San Joaquin and Kings River Canal Company and the FCIC. With the purchase of this quarter section as well as numerous other parcels in the Fresno area, Chapman was no doubt anticipating the arrival of the Southern Pacific Railroad in 1872 and a commensurate spike in property values. His primary venture was the Central California Colony, a 3,840-acre subdivision located south of Fresno that was irrigated by the FCIC (Clough and Secrest 1984:120, 143). Chapman was not a farmer but a land dealer. He had likely sold his holdings in Section 12 by 1875 when the Bank of California collapsed, forcing many of the state's prominent financiers to unload their investments.

In 1881, Joseph Davidson Reyburn arrived in Fresno County and promptly acquired much of the land in and around the project area. Born in 1840, Reyburn set out west from his native Iowa in 1862 and worked as a teamster and lumberman in Oregon, California, and Nevada (Guinn 1905:1529–1530; Vandor 1919:731–732). In 1864, he settled along the Stanislaus River near present-day Salida, where he farmed his 400-acre homestead. He eventually sold the property for the lucrative price of \$50 per acre before moving to Fresno County. Between 1881 and 1882, Reyburn acquired Sections 10–15 of Township 13 South, Range 21 East. He subsequently sold Section 10 to John Lester (who appears to have been his brother in-law) and Sections 14 and 15 to his partner J. P. Vincent, keeping Sections 11, 12, and 13 for himself.

Reyburn and his family lived within this large three-section tract, although not within Section 12 in particular. Their first home was constructed within Section 13 at present-day 4538 N. De Wolf Avenue, near the northeast corner of De Wolf and Gettysburg avenues (American Association of University Women [AAUW] 1975:85; Figure 2). This board-and-batten residence was still standing in 1975 but has since been removed. The family's subsequent residence, built in 1892, lay in Section 11 along Barstow Avenue and also has been removed (AAUW 1975:85; Guinn 1905:1529).

As mentioned in Chapter 4, the Enterprise Canal had been built through Section 12 (T13S, R21E) by the time of the 1891 Fresno County atlas; the map also depicts a nonextant county road passing near the project area and over the canal (Thompson 1891; Figure 2). Leonard Avenue, Barstow Avenue, and De Wolf Avenue had not yet been extended into the study vicinity, although Bullard Avenue and Shaw Avenue (or rather their ninetieth century variants) were in place by this time. Importantly, the map shows that the canal's course through the section differed from its current alignment; the canal approached the project area from the east, in contrast to its southeast-northwest orientation in later years (compare the canal in Figure 2 with Figures 3 and 4). Moreover, comparison of the 1891 atlas and the modern USGS Clovis quadrangle indicates that the canal crossed the project area at a point approximately 150–250 feet north from its present-day intersection with Leonard Avenue. No buildings or other structures appear in Section 12.

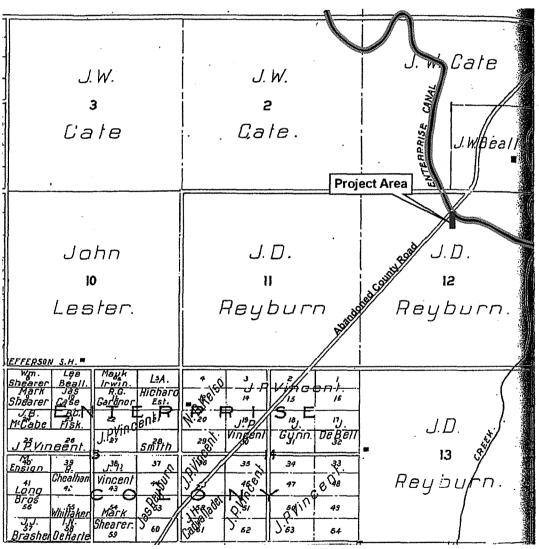


Figure 2 A portion of Township 13 South, Range 21 East showing the project area and vicinity in 1891 (Thompson's 1891). The map identifies the Enterprise Canal, although at the time the canal's course differed from its current alignment. The northeast-southwest-trending county road was abandoned after 1907. No residences or other buildings occur within the project area or section.

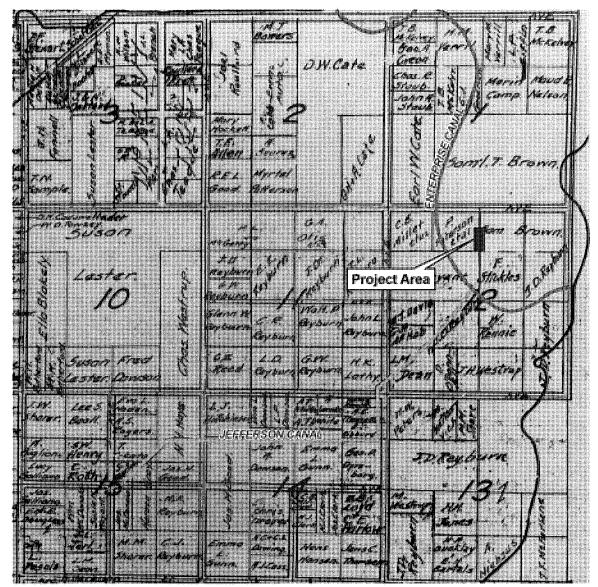


Figure 3 A portion of Township 13 South, Range 21 East showing the project area and vicinity in 1913 (Progressive Map Service 1913). By this time, Reyburn had begun the process of liquidating his estate. Section 12 has been subdivided and sold off to various buyers. The Enterprise Canal was rerouted with a gradual bend in Section 12. The course of the realignment was moved farther south, outside the project area. The head gate of the Jefferson Canal was relocated from the northeast quarter to the northwest quarter of the section.

Aside from 240 acres, which had been parceled into six 40-acre lots and deeded to his children, the great bulk of Reyburn's property—including the project area—remained undivided and in his possession as late as 1911 (Guard 1911:28). By 1913, however, Reyburn (then in his early 70s) had liquidated much of his estate, a process that was continued by his heirs following his death 1 year later. The 1913 Fresno County atlas shows that Section 12 had been subdivided into 20- and 40-acre parcels and that Reyburn had sold most of these lots to no less than 11 different buyers (Progressive Map Service 1913:30; Figure 3). In the span of just a few years, the land was converted from an uninterrupted wheat field to a checkerboard of orchards and vineyards.

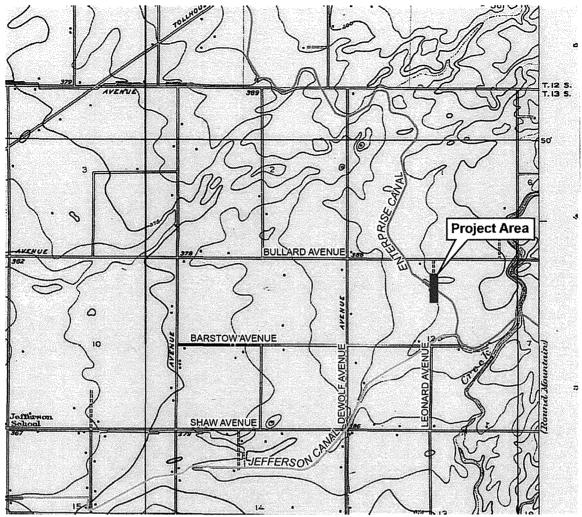


Figure 4 USGS Clovis topographic map of the project area and vicinity in 1923. The map depicts the existing alignment of Enterprise Canal and location of the Jefferson Canal head gate.

During his 33-year tenure in Fresno County, Reyburn was first and foremost a wheat farmer (Guinn 1905:1529–1530; Vandor 1919:731–732), an endeavor that typically requires large and unbroken tracts of land. It is not surprising that Reyburn's three sections were unparceled and together comprised a 1,920-acre continuous field where grain could be raised. In his biographical sketch of Reyburn, Guinn (1905:1529) illustrates his commitment to grain farming, describing the attention to detail with which he sowed his crops and how he left half his field fallow to maintain the land's productivity over the long haul. In this respect, Reyburn differed from his fellow farmers, who by the 1890s had largely abandoned grain farming for vineyards and orchards as well as land development and colonization. For instance, by 1891 Reyburn's partner J. P. Vincent had subdivided his two sections into 20-acre plots for resale, designated as the Enterprise Colony (Thompson 1891; Figure 2).

The subsequent 1907 Fresno County atlas shows that De Wolf Avenue had been extended from Ashlan Avenue through Reyburn's property to Bullard Avenue (Harvey 1907:23). For the most part, however, the road grid had not been developed in the study vicinity. Two years later, the

county had abandoned the diagonal northwest-southwest county road, likely deeding its right-of-way back to the property owners to create more agricultural land (Guard 1909:28). The Jefferson Canal, a nearby branch of the Enterprise Canal, had also been constructed by this time; the canal irrigated the various parcels of the Enterprise Colony in Sections 14 and 15 (T13S, R21E) (Figure 3).

The Enterprise Canal experienced some changes in the period from 1911 to 1913 as well. The 1913 atlas and the successive 1920 atlas both depict the canal with a wide yet gradual bend through the northern half of Section 12 (Progressive Map Service: 1913, 1920; Figure 3). This realignment appears to be a transitional course between the original and existing paths of the canal (compare the canal in Figure 3 with Figures 2 and 4). Previous investigations by Æ found that other segments of the Enterprise Canal were similarly rerouted in the early twentieth century (Baloian 2008). More importantly for this investigation, the canal flowed about 1,000 feet south of the existing bridge and well outside of the project area during this time. Other modifications to the canal included repositioning the head gate of the Jefferson Canal from its initial location in the northeast quarter to the northwest quarter of the section.

Not more than a decade had passed before the course of the canal once again was changed within Section 12—this time to its existing alignment. In 1921, the newly formed FID set out to upgrade the aging system of the old FCIC, including the replacement of main head gates and thousands of outlets. Rechannelization of existing canals, although not explicitly mentioned in Willison's (1980:181–182) history of the district, also appears to have been among these improvements. The 1923 USGS Clovis 7.5-minute topographic quadrangle, which was based on data collected from a 1921 survey, indicates that the FID removed the single bend and reconstructed the canal in Section 12 with a double bend, presumably to make its course more closely conform to the contours of the natural terrain (Figure 4). Along with moving the head gate of the Jefferson Canal to its current location (just southeast of the project area), this construction episode brought the Enterprise Canal to its existing southeast-northwest alignment through the project area. The recorded segment is thus not an original part of the canal but was built in the early 1920s.

The 1923 map additionally shows some improvements to the overall road grid within Section 12, although not necessarily within the project area in particular. Barstow and Leonard Avenues had been extended to the center point of the section (Figure 4). According to the California Historic Bridge Inventory, Bridge 42C0494 was erected in 1925. As is evident on the 1937 aerial photograph of the study vicinity, dirt roads had been built to access the various parcels of the study vicinity, including the precursor of Leonard Avenue between Barstow and Bullard avenues. Yet neither the 1923 quadrangle nor the 1947 version depict this portion of Leonard Avenue, suggesting it had not yet been dedicated as a county road. For this reason, the bridge may have been built initially as a private endeavor for landowner use rather than as a county undertaking.

By the time of the 1964 USGS Clovis 7.5-minute topographic quadrangle, the portion of Leonard Avenue within the project area appears to have been adopted by the county. According to the California Historic Bridge Inventory, the bridge was widened in 1968, most likely as a county-sponsored project. Based on aerial photographs and county assessor's records, the existing homes along the project corridor were built in the 1970s and 1980s. Aside from the City's recently constructed water treatment plant, the project vicinity retains much of its rural character from the previous century.

6 FINDINGS AND CONCLUSIONS

6.1 FINDINGS

Applied EarthWorks identified two historical structures—the Enterprise Canal and Bridge 42C0494—within the proposed project APE. The resources fall into the following categories:

- **Historic properties listed in the National Register:** There are no properties within the APE listed on the National Register.
- Historic properties previously determined eligible for the National Register: There are no resources in this category.
- Resources previously determined not eligible for the National Register: There is one resource in this category (see Appendix B):

			ОНР	Map
Name	Address/Location	Community	Status Code	Ref. #
Bridge 42C0494 (Enterprise Canal)	Leonard Avenue	Clovis, CA	6Z	1

- Historic properties determined eligible for the National Register as a result of the current study: There are no resources in this category.
- Resources determined not eligible for the National Register as a result of the current study: There is one resource in this category (see Appendix C):

None	A 3 7/T		OHP	Map
Name	Address/Location	Community	Status Code	Ket. #
Segment of Enterprise Canal	Leonard Avenue/	Clovis, CA	6Z	2
P-10-005934; CA-FRE-3564H	Bridge 42C0494			

- Resources for which further study is needed because evaluation was not possible: There are no resources in this category.
- Historical resources for the purposes of California Environmental Quality Act (CEQA): There are no resources in this category.
- Resources that are not historical resources for the purposes of CEQA, per CEQA Guidelines Section 15064.5, because they do not meet the California Register criteria as outlined in PRC 5024.1: There are two resources in this category (see Appendices B and C).

			OHP	Map
Name	Address/Location	Community	Status Code	Ref. #
Bridge 42C0494 (Enterprise Canal)	Leonard Avenue	Clovis, CA	6Z	1
Segment of Enterprise Canal P-10-005934; CA-FRE-3564H	Leonard Avenue/ Bridge 42C0494	Clovis, CA	6Z	2

John Whitehouse, who is certified as Professionally Qualified Staff under Caltrans Section 106 PA Attachment 1 as an Architectural Historian, has determined that the only other properties present within the APE meet the criteria for Section 106 PA Attachment 4 (Properties Exempt from Evaluation).

6.2 CONCLUSIONS

Two structures in the project's APE were identified in this study. The current investigation evaluated a 200-foot segment of the Enterprise Canal (P-10-005934; CA-FRE-3564H) per the terms of Programmatic Agreement Stipulation VIII.C.2 and in accordance with CEQA Guidelines Section 15064.5 (a)(2)–(3), using criteria outlined in California Public Resources Code Section 5024.1. The status of the other structure, Bridge 42C0494, had been previously determined by Caltrans. The structures within the project's APE are not eligible for inclusion in the NRHP nor are they historical resources for the purposes of CEQA.

7 BIBLIOGRAPHY

American Association of University Women (AAUW)

1975 Heritage Fresno: People and Homes. Historic Homes Committee of the American Association of University Women, Fresno, California. Pioneer Publishing, Fresno, California.

Baloian, Randy

2008 Cultural Resources Inventory for the City of Clovis Research and Technology Business Park Expansion Project, Fresno County, California. Applied Earthworks, Inc., Fresno, California. Prepared for the City of Clovis Planning Division, Clovis, California.

Byron, William G.

1951 A Geographic Analysis of the Porterville Area, California. Master's thesis, University of California, Los Angeles. On file, Special Collections, Henry Madden Library, California State University, Fresno.

Clough, Charles W., and William B. Secrest Jr.

1984 Fresno County—The Pioneer Years: From the Beginnings to 1900. Panorama West Books, Fresno, California.

Clovis Unified School District (CUSD)

1984 Images of an Age. Pacific Printing Press, Fresno, California.

Elliot, Wallace W.

- 1882 History of Fresno County, California. Wallace Elliot and Company, San Francisco, California.
- 1883 *History of Kern County, California*. Wallace Elliot and Company, San Francisco, California.

Fresno Bee

1948 Water Flows into Reservoir of Dry Creek Flood Project. 14 April:17. Fresno, California.

Fresno Metropolitan Flood Control District

Flood Control System, www.fresnofloodcontrol.org/flood_control_system. Fresno Metropolitan Flood Control District Web site, accessed April 2012.

Guard, W. C.

1909 Atlas of Fresno County. W. C. Guard, Fresno, California.

1911 Atlas of Fresno County. W. C. Guard, Fresno, California.

Guinn, James M.

1905 History of the State of California and Biographical Record of the San Joaquin Valley, California: An Historical Story of the State's Marvelous Growth from its Earliest Settlement to the Present Time. Chapman Publishing, Chicago, Illinois.

Hall, Richard D.

1986 Agriculture and Water. In Fresno County in the 20th Century: From 1900 to the 1980s, edited by Bobbye Sisk Temple, pp. 169–193. Panorama West Books, Fresno, California.

Hall, William Hammond

1885 Irrigation Maps of Fresno County. California Department of Engineering, Sacramento, California.

Harvey, William Sr.

1907 Atlas of Fresno County. William Harvey Sr., Fresno, California.

Jackson, W. Turrentine

1977 The Sacramento-San Joaquin Delta: The Evolution and Implementation of Water Policy: A Historical Perspective. California Water Resources Center, University of California, Davis.

Johnston, Hank

1997 The Whistles Blow No More: Railroad Logging in the Sierra Nevada, 1874–1942. Stauffer Publishing, Fish Camp, California.

Mead, Elwood

1901 *Irrigation Investigations in California*. U.S. Department of Agriculture, Office of Experiment Stations Bulletin 100. Government Printing Office, Washington, D.C.

Morlet, Aubrie, and Randy Baloian

2012 Historical Resources Evaluation Report: Shaw Avenue and De Wolf Avenue Signal Light Project in the City of Clovis, Fresno County, California. Applied EarthWorks, Inc., Fresno, California. Prepared for the City of Clovis Planning Division, Clovis, California. Submitted to California Department of Transportation, District 6, Fresno.

Nash, Gerald D.

1959 Henry George Reexamined: William S. Chapman's Views on Land Speculation in Nineteenth Century California. *Agricultural History* 33(3):133–137.

National Park Service

2002 How to Apply the National Register Criteria for Evaluation. Rev. for the Internet. U.S. Department of the Interior, National Park Service, Cultural Resources, National Register, History, and Education, Washington, D.C. Electronic document, Accessed at www.nps.gov/history/nr/publications/bulletins/nrb15, January 2014.

Progressive Map Service

- 1913 Progressive Atlas of Fresno County. Progressive Map Service, Fresno, California.
- 1920 Progressive Atlas of Fresno County. Progressive Map Service, Fresno, California.

Smith, Ephraim K.

1991 Historical Architectural Survey Report for Route 168 Rural Project. CSUF Foundation, Fresno, California. Prepared for INFOTEC Research, Inc., Fresno, California.

Thompson, Thomas H.

1891 Atlas of Fresno County. Thos. H. Thompson, Tulare, California.

Vandor, Paul E.

1919 History of Fresno County, California, with Biographical Sketches: The Leading Men and Women of the County Who Have Been Identified with Its Growth and Development from the Early Days to the Present, Vol. 2. Historic Record Company, Los Angeles, California.

Willison, Paul H.

1980 Past, Present, and Future of the Fresno Irrigation District. Fresno Irrigation District, Fresno, California.

Wilson, L. H.

1932 Deaths, Injuries, Illness Caused by Dry Creek; Elimination Suggested. *Fresno Morning Republican*, 19 January:7. Fresno, California.

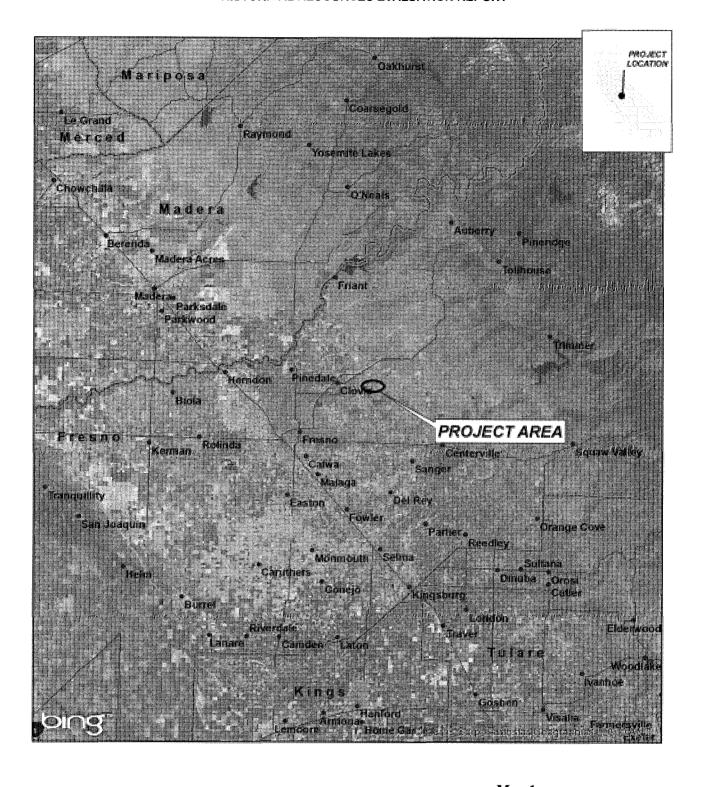
8 PREPARER'S QUALIFICATIONS

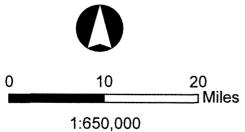
Randy Baloian (M.A., Anthropology, University of California, Davis) has conducted historical research, evaluated the eligibility of built-environment structures for state and federal registers, and authored compliance documents related to such investigations since 2004. He has compiled numerous textual, photographic, and cartographic materials that have supported historic contexts about the development of agriculture in the Fresno-Clovis area, particularly the role of irrigation canals in that history.

APPENDIX A

Maps

			I
			1
			1
			I
			I
			1
			ı
			1
			1
			1
			1

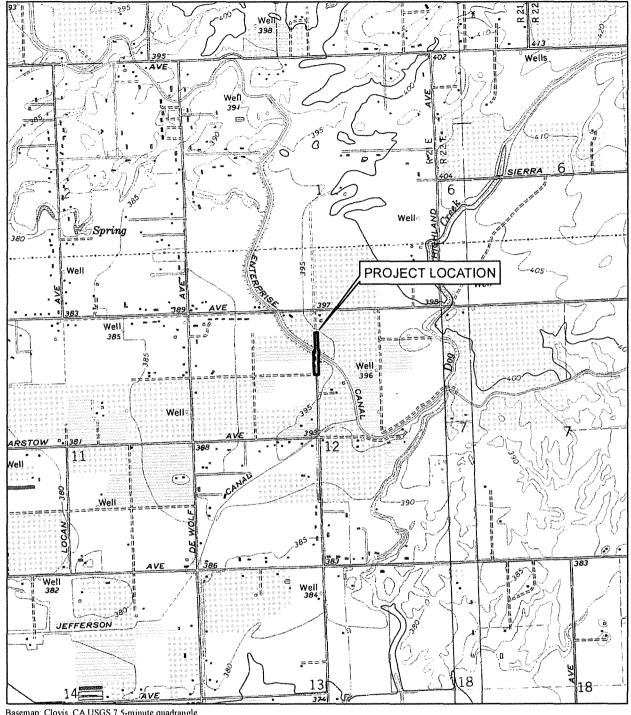




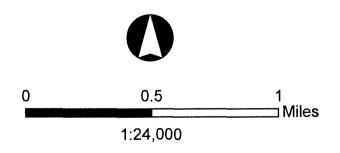
Map 1 Project Vicinity

Leonard Avenue Bridge Replacement Project

City of Clovis, Fresno County, California 06-FRE-00 BRLS-5208(122)



Basemap: Clovis, CA USGS 7.5-minute quadrangle

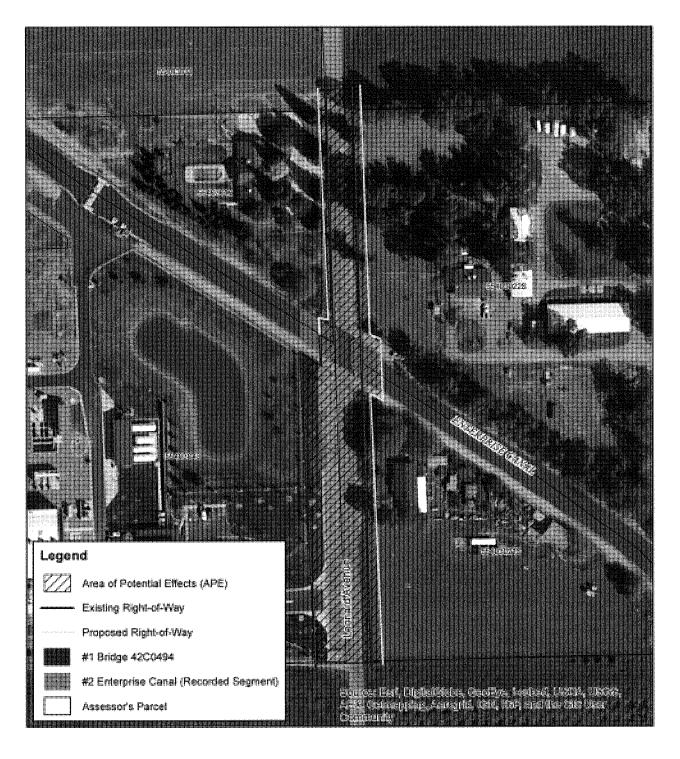


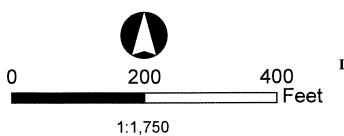
Map 2

Project Location

Leonard Avenue Bridge Replacement Project

City of Clovis, Fresno County, California 06-FRE-00 BRLS-5208(122)





Map 3

Area of Potential Effects Leonard Avenue Bridge Replacement Project

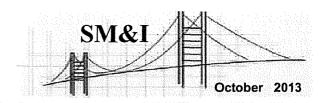
City of Clovis, Fresno County, California 06-FRE-00 BRLS-5208(122)

APPENDIX B

California Historic Bridge Inventory Sheet



Structure Maintenance & Investigations



Historical Significance - Local Agency Bridges

		District 06			
Fresno C	ounty				
Bridge Number	Bridge Name	Location	Historical Significance	Year Built	Year Wid/Ext
42C0476	SAND CREEK	WEST OF MISTLETOE LANE	5. Bridge not eligible for NRHP	1945	1983
42C0477	MILL CREEK	0.5 MI S/O MILLWOOD RD	5. Bridge not eligible for NRHP	1973	
42C0478	MILL CREEK	0.5 MI S/O ORCHARD DR	5. Bridge not eligible for NRHP	1956	
42C0479	HUGHES CREEK (@ PINE FLAT DAM)	0.1 MI E TRIMMER SPRG RD	5. Bridge not eligible for NRHP	1948	
42C0480	BIG CREEK (ON NORTH SIDE OF PINE FLAT	30.92 MI NE OF SR 180	5. Bridge not eligible for NRHP	1952	
42C0481	LAKE) SYCAMORE CREEK (ON NORTH SIDE OF PINE FLAT LAKE)	3 MI E/O MAXSON RD	5. Bridge not eligible for NRHP	1961	
42C0482	DRY CREEK CANAL	AT NIELSEN AVE	5. Bridge not eligible for NRHP	1925	1940
42C0483	JAMES BYPASS OVERFLOW	0.32 MI N/O LINCOLN	Bridge not eligible for NRHP	1984	
42C0484	HERNDON CANAL	AT BARSTOW AVE	Bridge not eligible for NRHP	1925	1986
42C0485	HOUGHTON CANAL	0.5 MI S BELMONT AVE	Bridge not eligible for NRHP	1925	
42C0486	HOUGHTON CANAL	0.5 MI SOUTH OF BELMONT	Bridge not eligible for NRHP	1925	
42C0489	DRY CREEK CANAL	0.1 MI EAST OF HOWARD AVE	5. Bridge not eligible for NRHP	1950	
42C0490	ENTERPRISE CANAL	0.08 MI S/O SHEPHERD AVE	5. Bridge not eligible for NRHP	1985	
42C0494	ENTERPRISE CANAL	0.16 MI SOUTH OF BULLARD	5. Bridge not eligible for NRHP	1925	1968
42C0495	DOG CREEK	0.26 MI NORTH OF SH 168	5. Bridge not eligible for NRHP	1934	1978
42C0496	FRESNO CANAL	0.5 MI SOUTH OF MCKINLEY	5. Bridge not eligible for NRHP	1939	1967
42C0497	ENTERPRISE CANAL	0.62 MI EAST OF RIVERBEND	5. Bridge not eligible for NRHP	1936	
42C0498	GOULD CANAL	0.1 MI NORTH OF MCKINLEY	5. Bridge not eligible for NRHP	1925	
42C0499	GOULD CANAL	0.4 MI WEST OF VIAU AVE	5. Bridge not eligible for NRHP	1925	
42C0500	GOULD CANAL	SOUTH OF (AT) FLORADORA	5. Bridge not eligible for NRHP	1925	
42C0501	ALTA MAIN CANAL	AT CENTRAL AVE	5. Bridge not eligible for NRHP	1981	
42C0502	WAHTOKE CREEK	0.32 MI W BUTTONWILLOW AV	5. Bridge not eligible for NRHP	1938	1974
42C0503	ALTA EAST BRANCH CANAL	0.15 MI W OF S HILL AVE	5. Bridge not eligible for NRHP	1991	
42C0506	COLONY MAIN CANAL (DOS PALOS CANAL)	0.3 MI N/O SHAIN AVE	5. Bridge not eligible for NRHP	1925	1987
42C0507	2ND LIFT CANAL	0.9 MI NORTH OF NEES AVE	5. Bridge not eligible for NRHP	1937	1981
42C0508	3RD LIFT CANAL	0.3 MI N OF HERNDON AVE	5. Bridge not eligible for NRHP	1945	1981
42C0509	3RD LIFT CANAL	0.3 MI EAST OF JERROLD AV	5. Bridge not eligible for NRHP	1944	1968
42C0510	1ST LIFT CANAL	0.27 MI E OF SANTA FE	5. Bridge not eligible for NRHP	1988	
42C0511	JAMES BYPASS	0.28 MI N/O LINCOLN	5. Bridge not eligible for NRHP	1984	
42C0512	JAMES BYPASS	AT GRAHAM AVE	5. Bridge not eligible for NRHP	1940	1982
42C0514	MURPHY SLOUGH	0.16 MI S COLEMAN AVE	5. Bridge not eligible for NRHP	1988	
42C0515	GRANT CANAL	0.18 MI S/O MT WHITNEY AV	5. Bridge not eligible for NRHP	1937	
42C0517	REDBANK SLOUGH	0.1 MI SOUTH OF SHIELDS	5. Bridge not eligible for NRHP	1925	
42C0519	MILL DITCH	0.3 MI SOUTH OF MCKINLEY	5. Bridge not eligible for NRHP	1939	1960
42C0520	FRESNO CANAL	0.3 MI NORTH OF BELMONT	5. Bridge not eligible for NRHP	1925	1970
42C0521	CENTRAL CANAL	0.17 MI N JENSEN AVE	5. Bridge not eligible for NRHP	1995	
42C0522	TRAVERS CREEK	0.29 MI. EAST OF ALTA AVE	5. Bridge not eligible for NRHP	1941	
42C0524	HERNDON CANAL	0.5 MI NE OF SHAW AVE	5. Bridge not eligible for NRHP	1960	1982
42C0525	DRY CREEK CANAL	EAST OF CLOVIS AVE	5. Bridge not eligible for NRHP	1970	1991
42C0527	RIVERDALE DITCH	0.02 MI E OF WALNUT AVE	5. Bridge not eligible for NRHP	1935	1975
42C0528	LIBERTY DITCH	1.0 MI SOUTH OF DAVIS AVE	5. Bridge not eligible for NRHP	1942	
42C0529	STINSON CANAL	0.55 MI N OF CERINI AVE	5. Bridge not eligible for NRHP	1925	1983
			-		

APPENDIX C

California Department of Parks and Recreation 523 Forms

State of California — The Resources Agency 10-005934 (UPDATE) Primary # **DEPARTMENT OF PARKS AND RECREATION** HRI# PRIMARY RECORD Trinomial CA-FRE-3564H **NRHP Status Code** Other Listings Review Code Reviewer Date Page 1 of 8 Resource Name or # Enterprise Canal Map Reference #: 2 P1. Other Identifier: *P2. Location: a. County: Fresno ☐ Not for Publication □ Unrestricted b. USGS 7.5' Quad: Fresno North, CA Date: 1965 (photorev. 1981) T13S, R20E; Sections 3, 9, 10, 17, 20 MD B.M. T12S, R20E; Sections 23, 26, 33, 34, 35 T12S. R20E: Sections 13, 24 Friant, CA 1964 T12S, R21E; Sections 17, 18, 20 Clovis, CA 1964 (photorev. 1981) T12S, R21E; Sections 20, 27, 28, 29, 34, 35 T13S, R21E; Sections 1, 2, 12 T13S, R22E; Section 7 1964 (photoinsp. 1978) T13S, R22E; Sections 7, 8, 9, 10, 13, 14, 15, 16 Round Mountain, CA T13S, R23E; Sections 18, 19, 30, 31 T13S, R23E; Sections 20, 27, 28, 29, 32, 33 1965 Piedra, CA c. Address: n/a Head: 248275 mE / 4075461 mN Terminus: 280769 mE / 4071936 mN d. UTM: NAD 83, Zone 11; e. Other Locational Data: The Enterprise canal heads on the Gould Canal near the Kings River and flows approximately 36.5 miles. *P3a. Description: The Enterprise Canal is an irrigation conveyance that transports water for the farmlands east, northeast, and north of the Fresno-Clovis area. Applied EarthWorks, Inc. initially recorded a segment of the canal near State Highway 168 in 2008. The current record, which serves as an update to the original record, also documents a short 200-foot segment of the canal at its intersection with Leonard Avenue in the city of Clovis. A detailed description of this segment is contained in the attached linear feature record. *P3b. Resource Attributes: HP 20 (Canal) *P4. Resources Present: ☐ Building ☑ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other: *P5a. Photograph or Drawing: P5b. Description of Photo: Enterprise Canal northwest of Leonard Avenue. *P6. Date Constructed/Age and Sources: ☐ Prehistoric ☐ Historic ☐ Both See BSO for construction dates. *P7. Owner and Address: Fresno Irrigation District Recorded By: Randy Baloian Applied EarthWorks, Inc. 1391 W. Shaw Ave., Suite C Fresno, CA 93711 *P9. Date Recorded: December 2013 *P10. Survey Type: ⊠ Intensive ☐ Reconnaissance ☐ Other Describe: Built-environment survey *P11. Report Citation: Baloian, Randy 2014 Historical Resources Evaluation Report: Leonard Avenue Bridge Replacement Project, City of Clovis, Fresno County, California. Applied EarthWorks, Inc., Fresno, California. Prepared for City of Clovis Planning Department, Clovis, California. Submitted to California Department of Transportation, District 6, Fresno. *Attachments: NONE Sketch Map ☐ Continuation Sheet □ Building, Structure, ☐ Archaeological Record □ District Record ☐ Milling Station Record ☐ Artifact Record and Object Record ☐ Rock Art Record ☐ Photograph Record ☐ Other (list):

State of California — The Resources Agency DEPARTMENT OF PARKS AND RECREATION

Primary # 10-005934 (UPDATE)
HRI #/Trinomial CA-FRE-3564H

BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code

Page 2 of 8

Resource Name or #: Enterprise Canal

Map Reference #: 2

B1. Historic Name: Enterprise CanalB2. Common Name: Enterprise Canal

B3. Original Use: Irrigation Conveyance B4. Present Use: Same

*B5. Architectural Style: N/A

*B6. Construction History (construction date, alterations, and dates of alterations):

General Canal History

Although local sources are not specific about the construction dates of the Enterprise Canal or its parent company, the Enterprise Canal Company (ECC), circumstantial evidence suggests that construction began sometime in the mid-1870s and continued episodically until the early 20th century when the canal appears to have reached it present-day length of 36.5 miles.

According to Willison's (1980:76, 84) account, the Kings River and Fresno Canal Company (KRFCC) agreed to supply water to the ECC following the completion of the KRFCC's Gould Canal in 1873. This agreement was the basis for the eventual creation of the Enterprise Canal. Although the Enterprise Canal is not represented on an 1875 map of the county (Willison 1980), construction may have begun shortly thereafter. Moreover, Hall's (1885) serial maps depicting irrigation in Fresno County as well as later county atlases suggests that the canal was built in stages. Whereas the first 15 miles of the Enterprise Canal (or "Enterprise Ditch") as well as its head gate on the Gould Canal are shown and labeled on the Centerville and Kingsburg Sheet of the series, the lower reaches of the canal do not appear on the Fresno Sheet. Taken at face value, Hall's (1885) maps indicate that in 1885, the Enterprise Canal terminated at Frolic Creek (present-day Dog Creek), less than a mile east from the project area. By the time of the 1891 Fresno County atlas, the canal had been lengthened through the Clovis area and to its northern most extent; however, the canal's existing southwesterly leg through what is today north Fresno had not been built yet (Thompson 1891).

Whatever the specific date(s) of the canal's construction, the ECC's dependence on the KRFCC and its Gould Canal clearly proved to be its undoing. In 1875, the KRFCC emerged from a court battle with the dominant Fresno Canal and Irrigation Company (FCIC) with its water rights still intact (Willison 1980:77–83). Ten years later, however, the companies faced-off again, but this time the FCIC succeeded in enjoining the KRFCC from drawing water from the Kings River (Mead 1901:277; Willison 1980:84). With no water rights and without access to water from the river, the KRFCC and ECC were forced to sell their canals to the FCIC. The court decision thus left the FCIC in control of all three canal systems.

Under the ownership of the FCIC, the Enterprise Canal continued to irrigate the farmlands north and east of the Fresno-Clovis area. It gave rise to several secondary canals along its route—including such Clovis-area branches as the Maupin Ditch, the Jefferson Canal, the Clovis Ditch, the Teague Ditch, and Helm Colonial Ditch—as well as numerous unnamed laterals (Willison 1980:283–285). As early as 1900, the canal and its branches irrigated about 15,000 acres (Willison 1980:76). By 1913, the lower portion of the canal

This space reserved for official comments.			

Sketch	Map
--------	-----

See Attached

DPR 523B (1/95) *Required Information

State of California — The Resources Agency **DEPARTMENT OF PARKS AND RECREATION**

HRI #/Trinomial CA-FRE-3564H

Primary # 10-005934 (UPDATE)

BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code

Page 3 of 8

Resource Name or #: Enterprise Canal

Map Reference #: 2

appears to have been completed, bringing irrigation water to the area historically known as Forkner's Fig Gardens (Progressive Map Service 1913:19).

The Enterprise Canal, along with the rest of the FCIC's system, was acquired by the Fresno Irrigation District in 1920 (Willison 1980:115).

*B7. Moved?: ☐ No ☐ Yes ☐ Unknown Date: 1911-1913; 1920-1921 Original Location: See B6.

*B8. Related Features: metal and concrete irrigation gate

B9. a. Architect: Unknown b. Builder: Enterprise Canal Company

*B10. Significance: Theme: 20th Century Agricultural Diversification/Development Area: Fresno-Clovis Period of Significance: 1874-1900 Property Type: Irrigation Canal Applicable Criteria: None (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.) Evaluation of the Enterprise Canal follows the guidelines contained in the National Register Bulletin How to Apply the National Register Criteria for Evaluation published by the National Park Service (2002). The resource is evaluated for eligibility under the National Register Criteria A-D. Given the similarity between federal and state significance criteria, the results of the NRHP evaluation are equally applicable to determinations of eligibility for the California Register of Historical Resources (CRHR) under Criteria 1-4. Additionally, the current evaluation is partially based on a previous evaluation of the Enterprise Canal (Baloian 2008).

Classification

The evaluated resource is an irrigation canal. Segments of the canal have been recorded as a linear resource/feature (see DPR 523E), a category that also includes roads, transmission lines, and railroad lines. The current investigation recorded a 200-foot segment of the aboveground portion of the canal. In 2009, Applied EarthWorks, Inc. recorded a segment of the canal near State Highway 168.

Context, Period, Themes, and Geographical Scope

Four fairly broad periods comprise the history of agrarian development in the Clovis/Fresno area: the pioneer days in and around the Dry Creek drainage (1853–1874); the initial development of agriculture (1874–1900); the continuing development and diversification of agriculture and growing water issues (1900-1950); and modern water management (1950 to present). Research indicates that the original course of the Enterprise Canal was built sometime between 1873 and 1875. While the canal continues to operate to the present, its construction is most closely associated with the events and trends of this period regarding the early stages of agricultural development. The canal is most appropriately evaluated within a local geographical context and, thematically, as an example of the impact of irrigation in the Fresno-Clovis area.

Application of Significance Criteria

Generally speaking, a canal's significance under Criterion A/1 is largely measured by (1) its construction date relative to the beginnings of the industry, (2) its economic importance, and (3) the extent to which it created new opportunities. The Enterprise Canal fairs extremely well in all three respects. While the Enterprise was not the first major canal built in the Fresno-Clovis area, its construction occurred only a few years after the completion of the Fresno Canal and Gould Canal. At 36.5 miles, it is one of (if not the) longest canal in the area. As early as 1900, the canal and its branches irrigated about 15,000 acres or the equivalent of over 23 square miles (Willison 1980:76). Perhaps most importantly, the Enterprise Canal—like the Fresno Canal and Gould Canal systems—brought water to the previously unirrigated areas in the Fresno-Clovis area. The canal proceeds northwest from its head gate a mile west of the Kings River, crossing the rural lands east and north of Clovis, to a point within about 3 miles from the San Joaquin River; it then turns southwest towards Pinedale and through the lands that became the Fig Garden area, before terminating in present-day central Fresno. Because the Fresno Canal and Gould Canal predominantly serviced the properties south and east of Fresno, respectively, agricultural development in the north and northeast lands of the Fresno-Clovis area would have been severely retarded without the Enterprise Canal and its various branches. The subject canal is particularly representative or the impact of irrigation in local history. Consistent with previous evaluations of the canal (Baloian 2008), the Enterprise Canal is considered a significant resource at the local level under Criterion A/1.

DPR 523B (1/95) *Required Information

State of California — The Resources Agency **DEPARTMENT OF PARKS AND RECREATION**

HRI #/Trinomial CA-FRE-3564H

Primary # 10-005934 (UPDATE)

BUILDING, STRUCTURE, AND OBJECT RECORD

*NRHP Status Code

Page 4 of 8

Resource Name or #: Enterprise Canal

Map Reference #: 2

Archival research found no evidence to suggest that the Enterprise Canal is directly linked to individuals significant in the history of the Fresno-Clovis area. For this reason, the Enterprise Canal is not considered significant under Criterion B/2.

Significance under Criterion C/3, when applied to canals and similar linear structures, is measured by distinctive or innovative design, methods of construction, or use of technology. Built in the 1870s, the Enterprise Canal may have garnered some significance under this criterion in its original form. Unfortunately, archival research uncovered little data about the original dimensions of the channel (i.e., its shape, width, depth, etc.) or related features, such as distribution gates. While it is possible that the canal did display innovative design, methods of construction, or use of technology, there is no evidence to demonstrate that the canal ever possessed these characteristics. The canal is thus not considered significant under Criterion C/3.

Criterion D/4 is most relevant for archaeological sites, but it can apply to built-environment resources if further study has the potential to yield information that cannot be obtained from other sources. Here again, if the canal's original form were somehow preserved within the recorded segment, further field examination of such a vestige would greatly add to descriptions about the Enterprise Canal in particular and early irrigation in general. However, no such remnant exists within the recorded segment. The canal—including its features—generally appears to be a modern structure. The Enterprise Canal is thus not considered significant under Criterion D/4.

Integrity

Application of the NRHP and CRHR significance criteria found that the Enterprise Canal is significant at the local level under Criterion A/1. Whereas questions of significance involve evaluation of the full linear resource (i.e., the entirety of the Enterprise Canal), assessment of integrity involves focusing on a particular segment, given that a linear resource, which can extend dozens of miles, can display varying levels of integrity and that it is usually not feasible to assess the integrity of the entire resource in a single study. For instance, even though a previous evaluation of the canal found that a segment near Highway 168 possesses poor integrity (Baloian 2008), it is unwarranted to presume that all portions of the canal demonstrate the same level of integrity (or lack thereof). Similarly, the Leonard Avenue segment of the Enterprise Canal is not considered eligible for the NRHP or the CRHR due to a lack of integrity.

B11. Additional Resource Attributes (list attributes and codes): None.

*B12. References:

Baloian, Randy

2008 Cultural Resources Inventory for the City of Clovis Research and Technology Business Park Expansion Project, Fresno County, California. Applied EarthWorks, Inc., Fresno, California. Prepared for City of Clovis Planning Division, Clovis, California.

Hall, William Hammond

1885 Irrigation Maps of Fresno County. California Department of Engineering, Sacramento, California.

Mead, Elwood

1901 Irrigation Investigations in California. U.S. Department of Agriculture, Office of Experiment Stations Bulletin No. 100. Government Printing Office, Washington, D.C.

Progressive Map Service

- 1913 Progressive Atlas of Fresno County. Progressive Map Service, Fresno, California.
- Progressive Atlas of Fresno County. Progressive Map Service, Fresno, California.

Thompson, Thomas H.

1891 Atlas of Fresno County. Thos. H. Thompson, Tulare, California.

1980 Past, Present, and Future of the Fresno Irrigation District. Fresno Irrigation District, Fresno, California.

B13. Remarks:

Evaluator: Randy Baloian

Date of Evaluation: June 5, 2012

DPR 523B (1/95) *Required Information

State of California — The Resources Agency DEPARTMENT OF PARKS AND RECREATION LINEAR FEATURE RECORD

 $\begin{array}{ll} \textbf{Primary \#} & 10\text{-}005934 \ (UPDATE) \\ \textbf{HRI \#/Trinomial} & CA\text{-}FRE\text{-}3564H \end{array}$

Page 5 of 8 Resource Name or #: Enterprise Canal (Leonard Ave. Segment) Map Reference #: 2

- L1. Historic and/or Common Name: Enterprise Canal
- L2a. Portion Described: ☐ Entire Resource ☐ Segment ☐ Point Observation Designation: Main Branch
 b. Location of point or segment: Intersection of the canal and Leonard Avenue in Clovis: 264800 mE / 4078213 mN
- L3. Description: The current investigation recorded a 200-foot segment of the Enterprise Canal, which, in its entirety, flows 36.5 miles from its head gate on the Gould Canal near the Kings River to the center of the Fresno. The recorded segment is an unlined portion of the canal, flowing in southeast to northwest direction. It measures 35 feet from bank to bank; the canal right of way, including its shoulder banks, appears to be about 75 feet wide. The banks are even with surface level (i.e., they are not built up above the ground). At the time of documentation, water filled the canal to near capacity, preventing an accurate measure of its depth; based on prior observations, the canal is estimated to be 6–8 feet deep. One feature was observed within the recorded segment: an irrigation gate with a small circular concrete containment well set into the canal's south bank. The gate appears modern and currently functioning and presumably opens into an underground conduit, but it could not be determined what properties are irrigated by the pipe.

Segment-Specific History

The canal reached Section 12 (T13S, R21E) sometime between 1885 and 1891, yet, as depicted in the 1891 Fresno County atlas, its alignment was considerably different than its existing course through this section (Thompson 1891). The canal crossed the north/south midline of the section (i.e., present-day Leonard Avenue) at a point approximately 150–250 feet north from the recorded segment.

The portion of the canal through Section 12 was again altered sometime between 1911 and 1913. The 1913 and 1920 atlases both depict the canal with a wide but gradual bend through the northern half of the section (Progressive Map Service 1913, 1920). This realignment appears to be a transitional course between the original and existing paths of the canal. The canal flowed about 1,000 feet south of the location of the recorded segment.

Not more than a decade had passed before the course of the canal once again was changed within Section 12—this time to its existing alignment. In 1921, the newly formed Fresno Irrigation District (FID) set out to upgrade the aging system of the old FCIC, including the replacement main head gates and thousands of outlets. Rechannelization of existing canals, although not explicitly mentioned in Willison's (1980:181–182) history of the district, also appears to have been among these improvements. The 1923 Clovis, California, USGS 7.5-minute topographic quadrangle, which was based on data collected from a 1921 survey, indicates that the FID removed the single bend and re-constructed the canal in Section 12 (T13S, R21E) with a double bend, presumably to make its course more closely conform to the contours of the natural terrain. The route of the canal shown on the 1923 map mirrors that of its existing alignment. The recorded segment is thus not an original part of the canal but was built in the early 1920s.

L4. Dimensions: L4e. Sketch or Cross Section ☐ attached Facing: ☐ none ☐ attached ☐ att

b. Bottom Width: estimated 20 feetc. Height or Depth: estimated 6-8 feetd. Length of Segment: 200 feet

L5. Associated Resources: Bridge 42C0494

L6. Setting: Rural

L7. Integrity Considerations: Application of the state and national significance criteria found that the Enterprise Canal is significant at the local level under Criterion A/1. The following discussion addresses whether the recorded segment retains sufficient integrity to convey the general significance of the canal. Whereas questions of significance involve evaluation of the full linear resource (i.e., the entirety of the Enterprise Canal), assessment of integrity involves focusing on the recorded segment, given that a linear resource, which can cross dozens of miles, can display varying levels of integrity and that it is usually not feasible to assess the integrity of the entire resource in a single study. For instance, even though the previous evaluation of the canal by Applied EarthWorks, Inc. found that a segment of the canal near Highway 168 possesses poor integrity (Baloian 2009 [see BSO for reference]), it is unwarranted to presume that the current segment demonstrates the same level of integrity (or lack thereof) as the previously recorded segment. In making this assessment, the current evaluation employs the seven aspects of integrity outlined in National Register Bulletin 15, How to Apply the National Register Criteria for Evaluation, issued by the National Park Service (revised for the Internet 2002): association, setting, materials, workmanship, feeling, location, and design.

Primary # HRI #/Trinomial

10-005934 (UPDATE) CA-FRE-3564H

Page 6 of 8

Resource Name or #: Enterprise Canal (Leonard Ave. Segment)

Map Reference #: 2

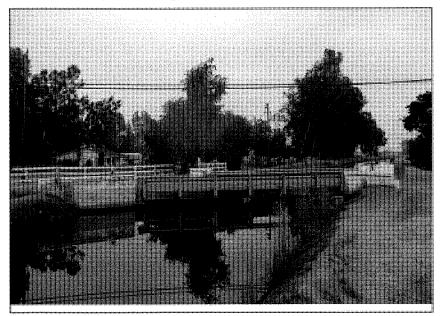
With a couple minor exceptions, the recorded segment shows a clear lack of integrity. Certainly, the recorded segment and canal in general retain integrity of **association**, given that the Enterprise Canal still serves its initial purpose as an irrigation conveyance. And even though much of east Clovis is rapidly converting from agricultural land to residential development, the **setting** of the canal remains decidedly rural.

However, because the recorded segment appears to be operationally a modern structure, it wholly lacks integrity of **materials** and **workmanship**; any remaining aspects of the canal's original construction were no doubt lost during the FID's improvement in the early 1920s. Moreover, there is nothing within the recorded segment that imparts the **feeling** that the canal is a historical structure dating to the late nineteenth century.

By far, most debilitating to integrity is the loss of **location** and **design**. The recorded segment does not share the same location as the original canal, and its existing alignment is much different than the initial route through Section 12. The recorded segment was built in the early 1920s, about 20 years after the canal's period of significance defined in this evaluation.

In sum, this segment of the canal does not approach the level of overall integrity necessary to convey its significance under Criterion A/1.

L8a. Photo, Map, or Drawing:



- L8b. Description of Photo, Map, or Drawing: Enterprise Canal at Leonard Avenue, looking southeast; Bridge 42C0494 in center.
- L9. Remarks: Applied EarthWorks, Inc. initially recorded a segment of the Enterprise Canal near State Highway 168 in 2009. This record serves as an update to the original documentation.
- L10. Form Prepared By: Randy Baloian
- L11. Date: December 2013

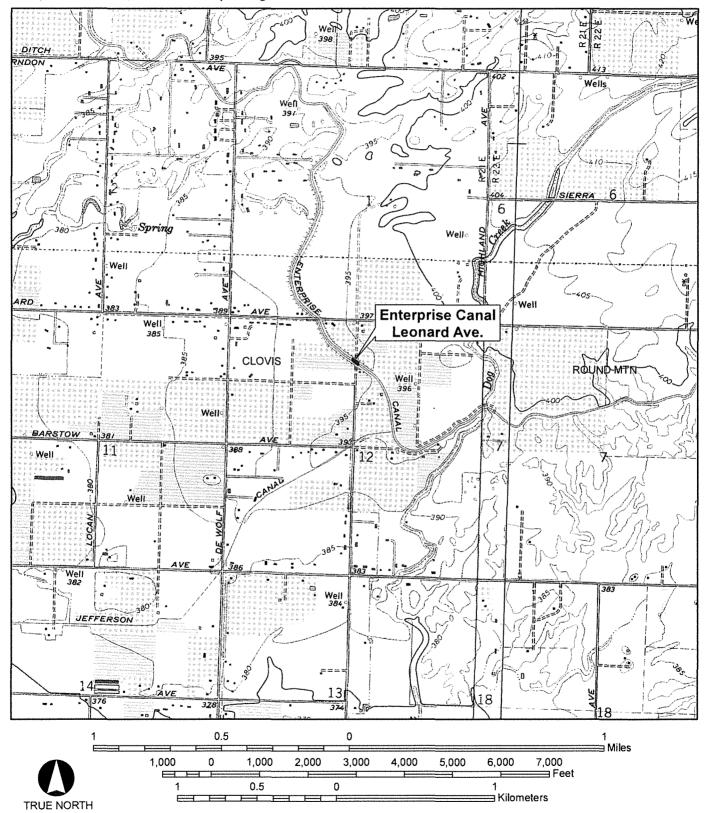
Primary # 10-005934

Trinomial CA-FRE-3564H

*Scale: 1:24,000

Page 7 of 8 *Resource Name or #: Enterprise Canal

*Map Name: Clovis, CA USGS 7.5' quadrangle *Date: 1964 (1981)



DPR 523J (1/95) *Required information

State of California — The Resources Agency DEPARTMENT OF PARKS AND RECREATION SKETCH MAP

Primary#

10-005934

HRI#

Trinomial

CA-FRE-3564H Map Reference #: 2

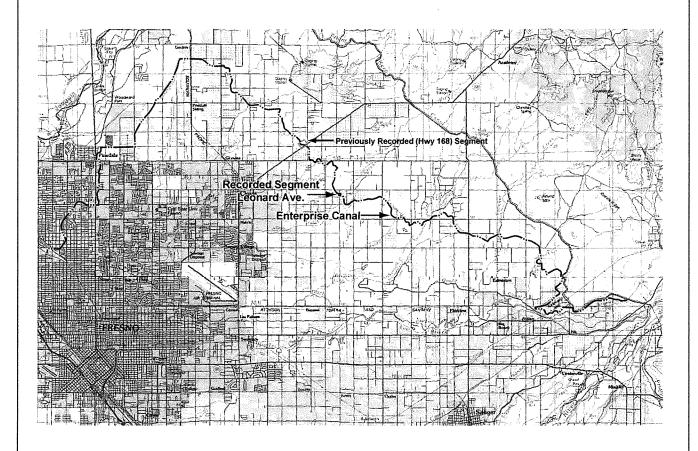
Page 8 of 8

*Resource Name or # Enterprise Canal

*Drawn By: R. Baloian, E. Rapp

*Date: 1/13/2014





U.S.G.S. 30x60 Topographic Quadrangle Fresno, CA

1982

1:100 000 Reduced 50%



State of California Department of Transportation HISTORIC PROPERTY SURVEY REPORT

		1. (JNDERTAKING DESCR	IPTION AND	LOCATION	
District	County	Route	Post Miles	Unit	E-FIS Project Number	Phase
District	County	Funding Sc	urce Federal-Aid Proj. No.	Location	 E-FIS Proj. No	Phase
06	FRE	FSTIP	BRLS-5208(122)	City of Clovis	S	

`For Local Assistance projects off the highway system, use headers in italics)

Project Description:

The City of Clovis proposes to replace the existing two-lane bridge over the Enterprise Canal on Leonard Avenue (Bridge 42C0494) with a bridge that will span 115 feet and consist of a three box culvert (Exhibits A and B). Along with the installation of the new bridge, proposed activities include: the removal of the existing bridge, grading, street widening for northbound and southbound lane transitions, new pavement, the replacement of a turnout structure, relocation of overhead utilities, and modifications to existing residential driveways and yards. Although road construction will not increase the number of lanes on Leonard Avenue (a two-lane road), the new bridge will be able to accommodate four lanes of traffic for future road expansion. The project requires the acquisition of approximately 15,275 square feet (0.35 acre) of additional right-of-way from adjacent private properties (Exhibit C).

2. AREA OF POTENTIAL EFFECTS

The Area of Potential Effects (APE) for the project was established in consultation with John Whitehouse, Caltrans Principal Investigator-Prehistoric and Historic Archaeology, and Ryan Burnett of the City of Clovis Planning Division in November and December 2013. The APE map is provided as Exhibit C of this Historic Property Survey Report.

The APE is established as the area within which the project has the potential to directly or indirectly cause alterations to historic properties per 36 CFR 800.16(d). The APE for the current project includes the following areas (Exhibit C):

- A 375-foot-long, 60-foot-wide corridor along Leonard Avenue south of the Enterprise Canal, encompassing the existing and proposed additional right-of-way of Leonard Avenue;
- A 450-foot-long, 120-foot-wide corridor along Leonard Avenue north of the Enterprise Canal, encompassing the existing road shoulder and proposed additional right-of-way of Leonard Avenue; and
- A roughly rhomboid-shaped area surrounding the bridge over the Enterprise Canal that encompasses the existing bridge, the footprint of the proposed bridge, and work areas along the banks of the canal.

The APE covers approximately 1.7 acres. Given that the project involves the removal of one bridge and the installation of another as well as road construction, subsurface work will be necessary. The vertical dimension of the APE extends 5 feet below the surface.

For the federal undertaking described in Part 1: To minimize redundancy and paperwork for the California Department of Transportation and the State Historic Preservation Officer, and in the spirit intended under the federal Paperwork Reduction Act (U.S.C. 44 Chapter 35), this document also satisfies consideration under California Environmental Quality Act Guidelines Section §15064.5(a) and, as appropriate, Public Resources Code §5024 (a)(b) and (d).

[HPSR form: 07-22-10] Page 1

HISTORIC PROPERTY SURVEY REPORT

3. CONSULTING PARTIES / PUBLIC PARTICIPATION

- X Local Government (Head of local government, Preservation Office | Planning Department)
 - Ryan Burnett, Project Manager, City of Clovis Planning Division
- X Native American Tribes, Groups and Individuals

Applied EarthWorks, Inc. (Æ) mailed informational letters about the project to the following individuals identified by the Native American Heritage Commission on November 8, 2013:

- Chairperson Elizabeth Hutchins Kipp, Big Sandy Rancheria of Mono Indians
- Chairperson Robert Marquez, Cold Springs Rancheria of Mono Indians
- Tribal Chairperson Robert Ledger Sr., Dumna Wo-Wah Tribal Government
- Interim Chairperson Lawrence Bill, Sierra Nevada Native American Coalition
- Cultural Resources Director Bob Pennell, Table Mountain Rancheria
- Chairman John Davis and Stan Alec, Kings River Choinumni Farm Tribe
- CEO Jeneen Tex, Dunlap Band of Mono Indians
- Board Chairperson Mandy Marine, Dunlap Band of Mono Historical Preservation Society
- Chairperson Rosemary Smith, The Choinumni Tribe of Yokuts
- Chairperson David Alvarez, Traditional Choinumni Tribe
- Cultural Coordinator Lalo Franco, Santa Rosa Tachi Rancheria

In a November 26, 2013 e-mail, Ms. Kipp stated that she had discussed the matter with the tribal council of Big Sandy Rancheria, and that they had no concerns regarding the project, but would like to be notified in the event that discoveries are made during construction.

In a November 25, 2013 telephone conversation, Mr. Tom Zizzo, Tribal Administrator of the Cold Springs Rancheria of Mono Indians, stated that he would discuss the project with Mr. Marquez on November 26. No further response has been received to date.

In a November 25, 2013 telephone conversation, Mr. Bill stated that he had no comments regarding the project.

In a letter dated December 5, 2013, Mr. Pennel stated that Table Mountain Rancheria had no concerns regarding the project area.

In a November 25, 2013 telephone conversation, Mr. Alec explained that he had moved and did not receive the original letter. Æ resent the letter on November 25. No further response has been received to date.

Both the e-mail address and phone number provided for Ms. Tex were invalid.

In a November 25, 2013 e-mail, Mr. Alvarez stated that he had no concerns, but would like to be notified in the event that discoveries are made during construction.

On November 25, 2013, follow-up e-mails were sent to Mr. Ledger, Ms. Marine, and Ms. Smith. No responses have been received to date.

On November 25, 2013, a follow-up message was left on Mr. Franco's voicemail. No response has been received to date.

A sample of the contact letter as well as all of the written responses are appended to the Archaeological Survey Report provided as Attachment IV.

For the federal undertaking described in Part 1: To minimize redundancy and paperwork for the California Department of Transportation and the State Historic Preservation Officer, and in the spirit intended under the federal Paperwork Reduction Act (U.S.C. 44 Chapter 35), this document also satisfies consideration under California Environmental Quality Act Guidelines Section §15064.5(a) and, as appropriate, Public Resources Code §5024 (a)(b) and (d).

[HPSR form: 08-20-07] Page 2

HISTORIC PROPERTY SURVEY REPORT

Native American Heritage Commission

On November 5, 2013, an e-mail was sent to the Native American Heritage Commission (NAHC) requesting a Sacred Lands Inventory search and the contact information for local Native American representatives. The NAHC responded in a faxed letter dated November 8, 2013, stating that it did not identify any sacred sites within or adjacent to the study area. The commission cautioned that its Sacred Lands Inventory is not exhaustive and the absence of recorded sites does not preclude the discovery of cultural resources during project groundmoving activities. The NAHC also provided the names and contact information of the twelve Native American representatives who were subsequently contacts for information about the project area (see above).

4. SUMMARY OF IDENTIFICATION EFFORTS

National Register of Historic Places

California Register of Historical Resources

XXX California Inventory of Historic Resources

California Historical Landmarks

California Points of Historical Interest

State Historic Resources Commission

Month & Year: 1979-2002 & supplements

Year: 1992 & supplemental information to date

Year: 1976

Year: 1995 & supplemental information to date Year: 1992 & supplemental information to date Year: 1980-present, minutes from quarterly

meetings

Caltrans Historic Highway Bridge Inventory Archaeological Site Records [List names of Institutions & date below]

Year: 2006 & supplemental information to date

- On November 18, 2013, the staff of the Southern San Joaquin Valley Information Center of the California Historical Resources Information System at California State University, Bakersfield performed a record search of the project vicinity for previously recorded sites and prior cultural resources investigations.
- Other sources consulted [e.g., historical societies, city archives, etc. List names and dates below] The investigation compiled information from several sources, including:
 - The California History and Genealogy Room at the Main Branch of the Fresno County Library;
 - The Henry Madden Library at California State University, Fresno; including visits to the library's Map Department and Special Collections Department;
 - Clovis-Big Dry Creek Historical Society;
 - Fresno County Assessor's Office;
 - Fresno County Recorder's Office;
 - Applied EarthWorks' in-house library, which includes local histories, technical publications about irrigation, and other material related to the topics of water conveyance and farming.
- Results: (provide a brief summary of records search and research results, as well as inventory findings)
 - The archaeological survey encountered no archaeological material on the surface within the APE. Along with the findings of the field survey, the results of the records search, archival research, and Native American consultation strongly suggest that the likelihood of exposing buried intact archaeological remains during road construction is very remote.
 - The built-environment survey identified two historical structures within the APE—Bridge 42C0494 and a segment of the Enterprise Canal. These resources are considered not eligible for inclusion in the National Register of Historic Places.

For the federal undertaking described in Part 1: To minimize redundancy and paperwork for the California Department of Transportation and the State Historic Preservation Officer, and in the spirit intended under the federal Paperwork Reduction Act (U.S.C. 44 Chapter 35), this document also satisfies consideration under California Environmental Quality Act Guidelines Section §15064.5(a) and, as appropriate, Public Resources Code §5024 (a)(b) and (d).

Page 3 [HPSR form: 08-20-07]

HISTORIC PROPERTY SURVEY REPORT

5. PROPERTIES IDENTIFIED

- X John Whitehouse, who meets the Professionally Qualified Staff Standards in Section 106 Programmatic Agreement Attachment 1 as a(n) Architectural Historian, has determined that the only other properties present within the APE meet the criteria for Section 106 PA Attachment 4 (Properties Exempt from Evaluation).
- **X** Bridges listed as Category 5 in the Caltrans Historic Highway Bridge Inventory are present within the APE. Appropriate pages from the Caltrans Historic Bridge Inventory are attached.
 - Bridge 42C0494, Map Reference #1
- X As assigned by FHWA, **Caltrans** has **determined** the following properties within the Project APE are **not eligible** for inclusion in the National Register of Historic Places:
 - 200-foot segment of the Enterprise Canal, Map Reference #2

6. LIST OF ATTACHED DOCUMENTATION

- X Project Vicinity, Location, and APE Maps—Attachment I
- X California Historic Bridge Inventory sheet—Attachment II
- X Historical Resources Evaluation Report (HRER)—Attachment III
 - Prepared by Randy Baloian (2014), peer reviewed by John Whitehouse
- X Archaeological Survey Report (ASR)—Attachment IV
 - Prepared by Matthew Armstrong (2014), peer reviewed by John Whitehouse

7. HPSR to File

X Not applicable.

8. HPSR to SHPO

X As assigned by FHWA, Caltrans has determined that there are properties evaluated as a result of the project that are **not eligible** for inclusion in the National Register of Historic Places within the Project APE. Under Section 106 PA Stipulation VIII.C, Caltrans requests SHPO's concurrence in this determination.

9. Findings for State-Owned Properties

X Not applicable; project does not involve Caltrans right-of-way or Caltrans-owned property.

10. CEQA IMPACT FINDINGS

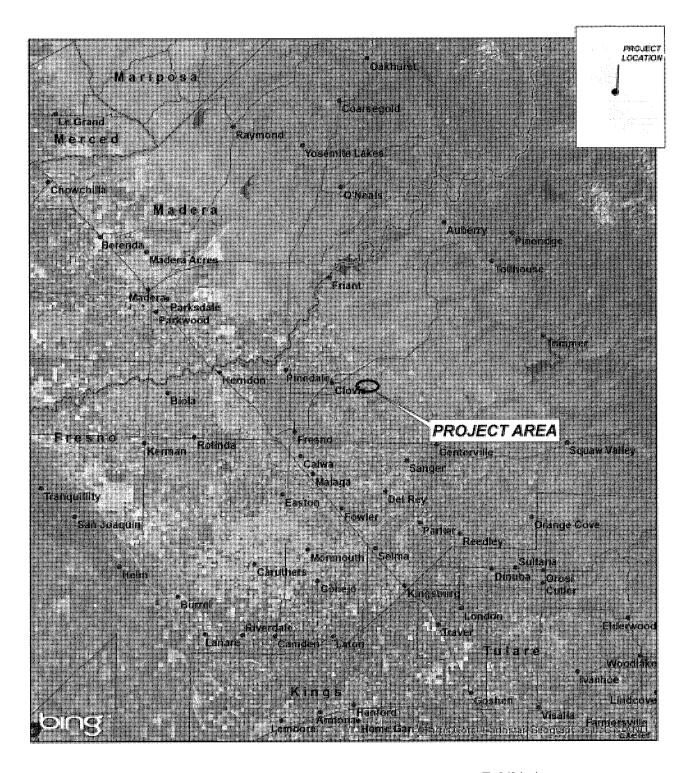
X Not applicable; Caltrans is not the lead agency under CEQA.

11. HPSR PREPARATION AND DEPARTMENT APPROVAL

Prepared by: (sign on line)	Randy Bali	1/14/2014
Consultant / discipline: Affiliation	Randy Baloian, M.A., Anthropology Applied EarthWorks, Inc., Fresno, California	Date
Reviewed for approval by: (sign on line)		
District 6 Caltrans PQS discipline/level:	John Whitehouse, PI - Prehistoric and Historical Archaeology/Principal Architectural Historian	Date
Approved by: (sign on line)		
District 6 EBC:	Kelly Hobbs, Branch Chief Southern San Joaquin Valley Management Branch	Date

[HPSR form: 07-22-10] Page 4

-		



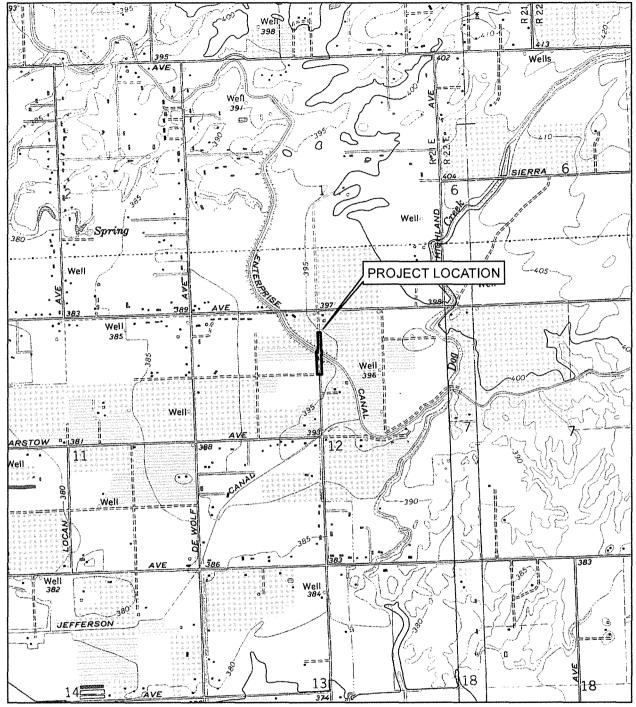
0 10 20 Miles 1:650,000

Exhibit A

Project Vicinity

Leonard Avenue Bridge Replacement Project

City of Clovis, Fresno County, California 06-FRE-00 BRLS-5208(122)



Basemap: Clovis, CA USGS 7.5-minute quadrangle

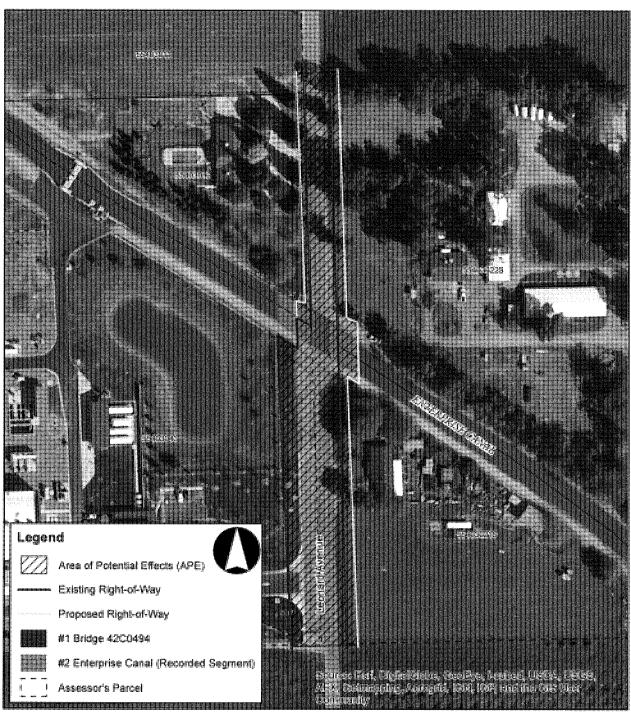
Exhibit B



Leonard Avenue Bridge Replacement Project

Project Location

City of Clovis, Fresno County, California 06-FRE-00 BRLS-5208(122)



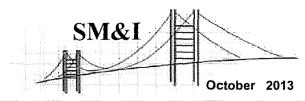
0 140 280 Feet

Area of Potential Effects

Principal Investigator - Archaeologist	DATE	Leonard Avenue Bridge Replacement Project
		City of Clovis, Fresno County, California
		06-FRE-00
Caltrans Local Assistance Engineer	DATE	BRLS-5208(122)



Structure Maintenance & Investigations



Historical Significance - Local Agency Bridges

District 06							
Fresno C							
Bridge Number	Bridge Name	Location	Historical Significance	Year Built	Year Wid/Ext		
42C0476	SAND CREEK	WEST OF MISTLETOE LANE	5. Bridge not eligible for NRHP	1945	1983		
42C0477	MILL CREEK	0.5 MI S/O MILLWOOD RD	5. Bridge not eligible for NRHP	1973			
42C0478	MILL CREEK	0.5 MI S/O ORCHARD DR	5. Bridge not eligible for NRHP	1956			
42C0479	HUGHES CREEK (@ PINE FLAT DAM)	0.1 MI E TRIMMER SPRG RD	5. Bridge not eligible for NRHP	1948			
42C0480	BIG CREEK (ON NORTH SIDE OF PINE FLAT LAKE)	30.92 MI NE OF SR 180	5. Bridge not eligible for NRHP	1952			
42C0481	SYCAMORE CREEK (ON NORTH SIDE OF PINE FLAT LAKE)	3 MI E/O MAXSON RD	5. Bridge not eligible for NRHP	1961			
42C0482	DRY CREEK CANAL	AT NIELSEN AVE	5. Bridge not eligible for NRHP	1925	1940		
42C0483	JAMES BYPASS OVERFLOW	0.32 MI N/O LINCOLN	Bridge not eligible for NRHP	1984			
42C0484	HERNDON CANAL	AT BARSTOW AVE	5. Bridge not eligible for NRHP	1925	1986		
42C0485	HOUGHTON CANAL	0.5 MI S BELMONT AVE	5. Bridge not eligible for NRHP	1925			
42C0486	HOUGHTON CANAL	0.5 MI SOUTH OF BELMONT	5. Bridge not eligible for NRHP	1925			
42C0489	DRY CREEK CANAL	0.1 MI EAST OF HOWARD AVE	5. Bridge not eligible for NRHP	1950			
42C0490	ENTERPRISE CANAL	0.08 MI S/O SHEPHERD AVE	5. Bridge not eligible for NRHP	1985			
42C0494	ENTERPRISE CANAL	0.16 MI SOUTH OF BULLARD	5. Bridge not eligible for NRHP	1925	1968		
42C0495	DOG CREEK	0.26 MI NORTH OF SH 168	5. Bridge not eligible for NRHP	1934	1978		
42C0496	FRESNO CANAL	0.5 MI SOUTH OF MCKINLEY	5. Bridge not eligible for NRHP	1939	1967		
42C0497	ENTERPRISE CANAL	0.62 MI EAST OF RIVERBEND	5. Bridge not eligible for NRHP	1936			
42C0498	GOULD CANAL	0.1 MI NORTH OF MCKINLEY	5. Bridge not eligible for NRHP	1925			
42C0499	GOULD CANAL	0.4 MI WEST OF VIAU AVE	5. Bridge not eligible for NRHP	1925			
42C0500	GOULD CANAL	SOUTH OF (AT) FLORADORA	5. Bridge not eligible for NRHP	1925			
42C0501	ALTA MAIN CANAL	AT CENTRAL AVE	5. Bridge not eligible for NRHP	1981			
42C0502	WAHTOKE CREEK	0.32 MI W BUTTONWILLOW AV	5. Bridge not eligible for NRHP	1938	1974		
42C0503	ALTA EAST BRANCH CANAL	0.15 MI W OF S HILL AVE	5. Bridge not eligible for NRHP	1991			
42C0506	COLONY MAIN CANAL (DOS PALOS CANAL)	0.3 MI N/O SHAIN AVE	5. Bridge not eligible for NRHP	1925	1987		
42C0507	2ND LIFT CANAL	0.9 MI NORTH OF NEES AVE	5. Bridge not eligible for NRHP	1937	1981		
42C0508	3RD LIFT CANAL	0.3 MI N OF HERNDON AVE	5. Bridge not eligible for NRHP	1945	1981		
42C0509	3RD LIFT CANAL	0.3 MI EAST OF JERROLD AV	5. Bridge not eligible for NRHP	1944	1968		
42C0510	1ST LIFT CANAL	0.27 MI E OF SANTA FE	5. Bridge not eligible for NRHP	1988			
42C0511	JAMES BYPASS	0.28 MI N/O LINCOLN	5. Bridge not eligible for NRHP	1984			
42C0512	JAMES BYPASS	AT GRAHAM AVE	5. Bridge not eligible for NRHP	1940	1982		
42C0514	MURPHY SLOUGH	0.16 MI S COLEMAN AVE	5. Bridge not eligible for NRHP	1988			
42C0515	GRANT CANAL	0.18 MI S/O MT WHITNEY AV	5. Bridge not eligible for NRHP	1937			
42C0517	REDBANK SLOUGH	0.1 MI SOUTH OF SHIELDS	5. Bridge not eligible for NRHP	1925			
42C0519	MILL DITCH	0.3 MI SOUTH OF MCKINLEY	5. Bridge not eligible for NRHP	1939	1960		
42C0520	FRESNO CANAL	0.3 MI NORTH OF BELMONT	5. Bridge not eligible for NRHP	1925	1970		
42C0521	CENTRAL CANAL	0.17 MI N JENSEN AVE	5. Bridge not eligible for NRHP	1995			
42C0522	TRAVERS CREEK	0.29 MI. EAST OF ALTA AVE	5. Bridge not eligible for NRHP	1941			
42C0524	HERNDON CANAL	0.5 MI NE OF SHAW AVE	5. Bridge not eligible for NRHP	1960	1982		
42C0525	DRY CREEK CANAL	EAST OF CLOVIS AVE	5. Bridge not eligible for NRHP	1970	1991		
42C0527	RIVERDALE DITCH	0.02 MI E OF WALNUT AVE	Bridge not eligible for NRHP	1935	1975		
42C0528	LIBERTY DITCH	1.0 MI SOUTH OF DAVIS AVE	Bridge not eligible for NRHP	1942			
42C0529	STINSON CANAL	0.55 MI N OF CERINI AVE	Bridge not eligible for NRHP	1925	1983		
							

	,		
•			

Appendix F

Water Quality Assessment Report



CITY OF CLOVIS MEMORANDUM

TO: Ken Romero

Branch Chief

Central Region Environmental Engineering Branch

FROM: Steve White

City Engineer City of Clovis

DATE: February 10, 2015

SUBJECT: Water Quality Assessment Report for the Enterprise Canal Bridge at

Leonard Project in the City of Clovis, Fresno County

Project Location: Leonard Avenue at Enterprise Canal, 0.16 mi. south of Bullard

36°49'14.2"N 119°38'13.1"W

Project Duration: 06/01/2016 to 08/31/2016

Background

The purpose of this memorandum is to review and evaluate the potential short- and long-term water quality impacts to the Enterprise Canal that may result from construction of the proposed Leonard Bridge replacement. The project site includes the existing 52-foot rights-of-way along Leonard Avenue.

The Enterprise Canal is an FID-owned facility that serves to deliver water for purposes of irrigation, recharge, and municipal use at Surface Water Treatment Facilities (SWTFs) for the cities of Fresno and Clovis, and to convey winter stormwater flows. Leonard Avenue crosses the Canal using a bridge constructed in 1925, which was reconstructed in 1968. The bridge is now in need of rehabilitation or replacement because of general structure deterioration or inadequate strength.

Proposed Project

The City of Clovis proposes to replace the 2-lane bridge on Leonard Avenue over the Enterprise Canal with a bridge which can accommodate 4 lanes. The bridge will consist of a 3 box culvert. The number of lanes on Leonard Avenue will not change with this project. After completion of this project, one southbound lane and one northbound lane will remain. Construction will include the removal of the existing bridge, installation of the new bridge including grading, street widening for north and south bound lane transitions, additional right-of-way for the new bridge and lane transitions, paving, replacement of

the turnout structure, relocation of overhead utilities, modifications to existing residential drive approaches, and striping.

AFFECTED ENVIRONMENT

Topography

The project area consists predominantly of rural land. The project area has generally flat topography at an elevation of approximately 361 feet above mean sea level.

Climate

The City of Clovis has an "inland Mediterranean" climate including long, hot, dry summers and short, foggy winters with low rainfall. The average winter temperatures are in the high 50s degrees Fahrenheit (°F); temperatures below freezing are unusual. Average summer temperatures are in the 90s°F; however, over the greater Clovis area the average is 95°F. Many summer days have highs exceeding 100°F.

The City of Clovis experiences, on average, a little more than 10 inches annual precipitation.

Geology

The general soil profile within the study area consists of silty clay.

Regional Hydrology

The Central San Joaquin Valley has a variety of water sources including the Sierra snowpack, rivers and groundwater. The Valley has typical hot and dry summers. The Pacific Ocean is the source of storm events that spread rain over the Valley and its foothills while covering the high Sierra Nevada Mountains with snow.

Snowmelt runoff and flood flows that are caused occasionally by heavy rains are captured behind Pine Flat Dam on the Kings River, Friant Dam on the San Joaquin River, and in other Valley reservoirs. These large flows are managed and stored for flood control as well as for spring and summer irrigation use by tens of thousands of valley farmers.

The project is located within the Fresno County sole-source aquifer, which has been designated as such by the Environmental Protection Agency. Pumping water from the aquifer is vital for sustaining crops in places and at times when surface water is not available. Groundwater is also a main source of drinking water. The aquifer isn't a limitless resource and more is currently being pumped out than is being replenished. However, this project will not involve a well or sewage disposal, or result in a threat of aquifer contamination or hazard to public health.

There are no wetlands within or immediately adjacent to the project area according to the National Wetland Inventory maps (http://www.fws.gov/wetlands/Data/Mapper.html) and field inspection. This project will not involve any work in wetlands.

In addition to the San Joaquin River and Kings River, a network of agricultural canals and flood control channels traverse the City. Numerous agricultural ponds, recharge basins, and other similar features also dot the City's landscape.

Surface Water Quality

The project is replacing a bridge at the Enterprise Canal. The Enterprise Canal is a manmade surface water delivery canal, which delivers Kings River water to rural and urban users. There are no natural water courses adjacent to the area. (See National Wetlands Inventory, Attachment A,)

ENVIRONMENTAL CONSEQUENCES

The proposed action involves construction activities to replace and improve an existing facility.

Construction of the proposed project improvements is scheduled to occur from 06/01/2016 to 08/31/2016. The USEPA Rainfall Erosivity Factor Calculator was used to calculate the sediment risk. The R factor is 0.18. (See Rainfall Erosivity Factor Calculator, Attachment B)

Short term impacts

The disturbed area portion of the project site does not discharge to a sensitive water body, either directly or indirectly. Therefore, the receiving water risk is low. Construction activities will occur in the summer when the canal is dry.

Construction activities would involve soil-disturbing activities such as trenching, grading, and preparing the soil for the new box culvert. Disturbed soil would be exposed to wind and water generated erosion.

All temporarily affected areas will be restored to pre-construction contours and conditions upon completion of construction activities.

Long term impacts

The proposed action will not result in long-term changes in overall water supplies. It will not result in cumulative impacts to water quality or quantity.

Avoidance and Minimization Measures

Best Management Practices (BMPs) to address any potential impacts will be implemented during construction. Work in Enterprise Canal will take place during the dry season when the canal will be dry. Soil, silt or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses. All areas disturbed by project activities shall be protected from washout or erosion. The Discharger shall maintain a copy of the supporting documentation at the project site during construction for review by site personnel and agencies. All personnel (employees, contractors, and subcontractors) performing work on the proposed project shall be adequately informed and trained regarding the conditions of the certification. An effective combination of erosion and sediment control BMPs shall be implemented and adequately working during all phases of construction. Measures should be taken to prevent runon and runoff pollution, to properly dispose of wastes and to train employees and subcontractors.

The amount and duration of soil exposed to erosion by wind, rain, runoff, and vehicle tracking should be minimized by applying water or other dust palliatives as necessary. Covering small stockpiles or areas is an alternative to applying water. The stockpiles

should be located a minimum of 50 feet away from concentrated flows of stormwater, drainage courses, and inlets. The stockpiles should be protected using a temporary perimeter sediment barrier. A stabilized construction access should be provided. Visible sediment tracking should be swept or vacuumed on a daily basis. For solid waste management from clearing and grubbing, BMPs would include providing designated waste collection areas and containers and arranging for regular disposal. For concrete waste management, the washout should be conducted offsite or in a designated area at least 50 feet from the canal.

Vehicle and equipment cleaning, fueling and maintenance should be done offsite or in a designated, contained area only. The discharge of petroleum products or other excavated materials to surface water channels is prohibited. The Discharger shall notify the City of Clovis immediately of any spill of petroleum products or other organic or earthen materials.

The Discharger shall notify the City of Clovis immediately if any of the above conditions are violated, along with a description of measures it is taking to remedy the violation.

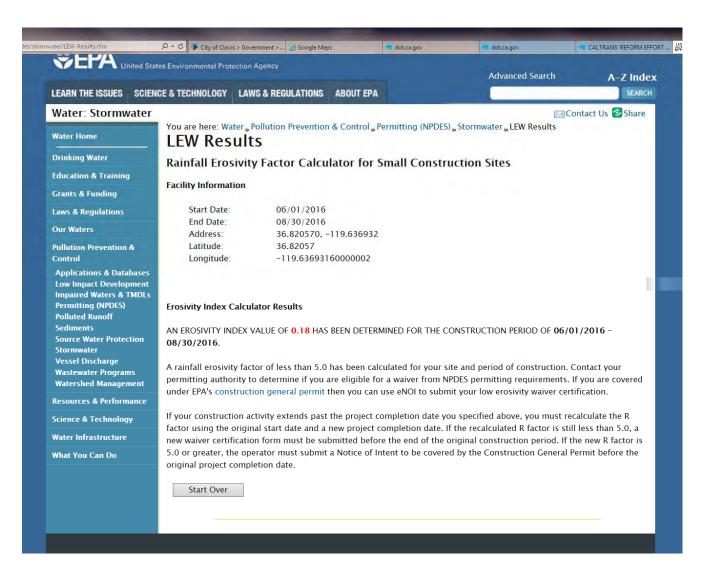
The project disturbs less than one acre of soil; therefore a Water Pollution Control Program needs to be prepared by the contractor in accordance with Caltrans 2010 Standard Specification Section 13-2.

By incorporating proper and accepted engineering practices and BMPs, the proposed project will not produce significant impacts to water quality during construction or its operation.

Attachment A



Attachment B



Appendix G

Environmental Noise Assessment

ENVIRONMENTAL NOISE ASSESSMENT

PROPOSED LEONARD AVENUE BRIDGE REPLACEMENT CLOVIS, CALIFORNIA

WJVA Report No. 15-021

PREPARED FOR

THE CITY OF CLOVIS 1033 FIFTH STREET CLOVIS, CALIFORNIA 93612

PREPARED BY

WJV ACOUSTICS, INC. VISALIA, CALIFORNIA



AUGUST 11, 2015

1. <u>INTRODUCTION</u>

a. Project Description

The project is a proposed replacement of the existing bridge on Leonard Avenue over the Enterprise Canal with a bridge capable of accommodating four (4) lanes of traffic. The bridge will consist of a 3-box culvert, approximately 115 feet in length. Although the replacement bridge will be capable of accommodating four lanes of vehicle traffic, the number of lanes on Leonard Avenue will not change as part of the project.

Construction will include the removal of the existing bridge, the installation of the new bridge including site grading, street widening for both northbound and southbound lane transitions, paving, replacement of the turnout structure, relocation of overhead utilities, modifications to existing residential drive approaches, and striping. Additionally, the street widening along the frontage of the water treatment facility will be completed in conjunction with the construction of the bridge.

b. Location

The project site is located in eastern Clovis, California, on Leonard Avenue approximately 850 feet south of East Bullard Avenue and approximately 1,800 feet north of East Barstow Avenue. The surrounding land uses include residential, rural-residential, agricultural and undeveloped lands. There is an existing municipal water treatment facility west of, and adjacent to the project site.

c. Environmental Noise Assessment

This environmental noise assessment has been prepared to determine if significant noise impacts will be produced by the project and to describe mitigation measures for noise if significant impacts are determined. The environmental noise assessment, prepared by WJV Acoustics, Inc. (WJVA), is based upon the project site exhibit dated May 16, 2014 (Figure 1), a traffic study prepared by Peters Engineering Group dated February 2014¹ and a project site visit on June 10, 2014. Revisions to the site plan, traffic study or other project-related information available to WJVA at the time the analysis was prepared may require a reevaluation of the findings and/or recommendations of the report.

Appendix A provides definitions of the acoustical terminology used in this report. Unless otherwise stated, all sound levels reported in this analysis are A-weighted sound pressure levels in decibels (dB). A-weighting de-emphasizes the very low and very high frequencies of sound in a manner similar to the human ear. Most community noise standards utilize A-weighted sound levels, as they correlate well with public reaction to noise.

2. THRESHOLDS OF SIGNIFICANCE

The CEQA Guidelines indicate that significant noise impacts occur when the project exposes people to noise levels in excess of standards established in local noise ordinances or general plan

noise elements, or causes a substantial permanent or temporary increase in noise levels above levels existing without the project.

a. Noise Level Standards

City of Clovis

For transportation noise sources (e.g., traffic and railway noise), The City of Clovis Noise Element of the General Plan and Development Code² (June 2014) establishes a 65 dB CNEL noise level standard at the exterior of noise-sensitive uses. Noise-sensitive uses include residences, schools, hospitals, transient lodging and recreational areas. An interior noise standard of 45 dB CNEL applies within interior living spaces.

For non-transportation noise sources (e.g., commercial property), the noise element establishes an L_{25} (15-minute) statistical performance standard for various land use designations. Table I summarizes the applicable L_{25} noise level standards.

TABLE I

MAXIMUM EXTERIOR NOISE STANDARDS STATIONARY NOISE SOURCES CITY OF CLOVIS GENERAL PLAN AND DEVELOPMENT CODE

	Maximum Acceptable Noise Level, dB					
Noise	Land Use Type	Allowable Exterior Noise Level (15-Minute L _{eq})				
Zone		Day (7a-10p)	Night (10p-7a)			
I	Single-, two-or multiple-family residential	55	50			
II	Commercial	60	55			
III	Residential Portions of mixed-use properties	65	60			
IV	IV Industrial or manufacturing 70 65					
Source: City	Source: City of Clovis General Plan and Development Code Update Draft PEIR					

State of California

There are no state noise standards that are applicable to the project.

Federal Noise Standards

There are no federal noise standards that are applicable to the project.

b. Substantial Noise Increases

CEQA does not define what constitutes a substantial increase in noise levels. Some guidance is provided by the 1992 findings of the Federal Interagency Committee on Noise (FICON)³, which assessed changes in ambient noise levels resulting from aircraft operations. The FICON recommendations are based upon studies that relate aircraft and traffic noise levels to the percentage of persons highly annoyed by the noise. The rationale for the FICON

recommendations is that it is possible to consistently describe the annoyance of people exposed to transportation noise in terms of the DNL (or CNEL). Annoyance is a summary measure of the general adverse reaction of people to noise that results in speech interference, sleep disturbance, or interference with other daily activities.

Although the FICON recommendations were specifically developed to address aircraft noise impacts, they are used in this analysis for all transportation noise sources that are described in terms of cumulative noise exposure metrics such as the DNL or CNEL. Table II summarizes the FICON recommendations.

TABLE II MEASURES OF SUBSTANTIAL NOISE INCREASE FOR TRANSPORTATION SOURCES		
Ambient Noise Level Without Project (DNL/CNEL)	Significant Impact Assumed to Occur if the Project Increases Ambient Noise Levels By:	
<60 dB	+ 5 dB or more	
60-65 dB	+3 dB or more	
>65 dB +1.5 dB or more		
Source: FICON, 1992, as applied by WJV Acoustics, Inc.		

For noise sources that are not transportation related, which usually includes commercial or industrial activities and other stationary noise sources, it is common to assume that a 3-5 dB increase in noise levels represents a substantial increase in ambient noise levels. This is based on laboratory tests that indicate that a 3 dB increase is the minimum change perceptible to most people, and a 5 dB increase is perceived as a "definitely noticeable change."

c. Construction Noise and Vibration

Section 5.27.604 of the Clovis Municipal Code⁴ establishes permissible hours for construction activity. The codes states "Unless otherwise expressly provided by permit, construction activities are only permitted between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and between 9:00 a.m. and 5:00 p.m. on Saturday and Sunday. From June 1st through September 15th, permitted construction activity may commence after 6:00 a.m. Monday through Friday. Extended construction work hours must at all times be in strict compliance with the permit".

The City of Clovis does not have regulations that define acceptable levels of vibration. One of the most recent references suggesting vibration guidelines is the California Department of Transportation (Caltrans) Transportation and Construction Vibration Guidance Manual⁵. The Manual provides guidance for determining annoyance potential criteria and damage potential threshold criteria. These criteria are provided below in Table III and Table IV, and are presented in terms of peak particle velocity (PPV) in inches per second (in/sec).

TABLE III
GUIDELINE VIBRATION ANNOYANCE POTENTIAL CRITERIA

t Sources Continuous Intermitten	-
THICH HITCH	t Sources
0.0	1
25 0.0	4
9 0.1	
0.4	
.2	.04 0.0 .25 0.0 .09 0.1 2.0 0.4

TABLE IV
GUIDELINE VIBRATION DAMAGE POTENTIAL THRESHOLD CRITERIA

	Maximum PPV (in/sec)		
Structure and Condition	Transient Sources	Continuous/Frequent Intermittent Sources	
Extremely fragile, historic buildings, ancient monuments	0.12	0.08	
Fragile buildings	0.2	0.1	
Historic and some old buildings	0.5	0.25	
Older residential structures	0.5	0.3	
New residential structures	1.0	0.5	
Modern industrial/commercial buildings	2.0	0.5	
Source: Caltrans			

3. <u>SETTING</u>

The proposed project site is located on Leonard Avenue between East Bullard Avenue and East Barstow Avenue, in eastern Clovis, California. The project site and surrounding area is generally flat. The area in the vicinity of the project site is comprised predominantly of single-family residential land uses, agricultural land uses and undeveloped land.

a. Background Noise Level Measurements

Measurements of existing ambient noise levels in the project vicinity were conducted at two locations near the project site on June 10, 2014. Noise monitoring equipment consisted of a Larson-Davis Laboratories Model LDL 820 sound level analyzer equipped with a Bruel & Kjaer (B&K) Type 4176 ½" microphone. The microphone was mounted on a tripod at approximately five (5) feet above the ground and was equipped with a random incidence corrector so that noise from sources in all directions could be accurately measured. The monitor was calibrated with a B&K Type 4230 acoustical calibrator to ensure the accuracy of the measurements. The equipment complies with applicable specifications of the American National Standards Institute (ANSI) for Type 1 sound measurement systems.

During the noise measurement periods, sources of existing ambient noise levels were observed to be vehicular traffic on Bullard Avenue, nearby construction activities, and occasional vehicle on Leonard Avenue. Ambient noise levels in the project vicinity were observed to be in the range of 41-77 dB with 15-minute L_{eq} values in the range of 48-53 dB.

4. PROJECT IMPACTS AND MITIGATION MEASURES

a. Project Traffic Noise Impacts on Existing Noise-Sensitive Land Uses (Less Than Significant)

Existing and future (2035) traffic noise exposure for the roadways bordering the project site are provided in Table 5.12-7 of the City of Clovis General Plan and Development Code. These noise levels are summarized below in Table V. According to the project traffic engineer, the project would not result in an increase in vehicle trips on the roadways in the project vicinity; therefore, there would be no difference in daily traffic volumes between with project and without project scenarios. However, in the immediate vicinity of the project site, the project would result in a slight change in roadway alignments.

TABLE V
EXISTING AND FUTURE (2035) TRAFFIC NOISE EXPOSURE
LEONARD AVENUE BRIDGE REPLACEMENT PROJECT
(CNEL)

Roadway	Segment	Existing ¹	2035 ¹	Increase
E. Bullard Avenue	@ De Wolf Ave	60.0	67.0	7.0
E. Barstow Avenue	@ De Wolf Ave	61.3	64.8	3.5
E. Barstow Avenue	@ De Wolf Ave	61.3	64.8	3.5

¹100 feet from the centerline of each roadway

Source: City of Clovis General Plan and Development Code.

To assess traffic noise exposure along Leonard Avenue, in the immediate vicinity of the project, WJVA utilized the FHWA Traffic Noise Model Version 2.5 (TNM 2.5). TNM 2.5 is a computer model based on two FHWA reports: FHWA-PD-96-009 and FHWA-PD-96-010 (FHWA 1998a, 1998b). Key inputs to the traffic noise model were the locations of roadways, shielding features (e.g., topography and buildings), noise barriers, ground type, and receivers. The model was utilized to determine if the changes in roadway configurations of the lane transitions would result in any project-related noise impacts to nearby noise-sensitive land uses.

The criteria for a significant noise impact are: 1) the project causes exterior noise exposure to exceed 65 dB CNEL in noise-sensitive locations; or 2) there is a significant increase in noise levels due to the project, as defined by Table II.

WJVA analyzed five (5) receiver locations in the immediate vicinity of the project site (Figure 2). The receiver locations were existing residential land uses. As previously described, according to the project traffic engineer, the project would not result in any increased vehicle

trips on roadways in the project vicinity. However, the alterations in roadway alignment would be expected to result in an increase in project-related noise exposure of between 0 dB and 1.3 dB at the analyzed receiver locations. The 2035 with project traffic noise exposure would be in the range of 47-56 dB CNEL at the analyzed receiver locations. This is not considered a significant impact, as defined by Table II nor does the project result in a noise exposure to exceed 65 dB CNEL at any of the receiver locations. It should be noted, the traffic noise exposure along East Bullard Avenue in the vicinity of the project is expected to exceed City's 65 dB CNEL standard for future (2035) conditions. However, this exceedance is not a result of the project, and is expected to occur with or without the implementation of the project. Therefore, no project-related traffic noise impacts would result from the project. No mitigation is required.

b. Noise from Construction (Less Than Significant)

Construction noise could occur at various locations within and near the project site through the construction period. Table VI provides typical construction-related noise levels at distances of 50 feet and 100 feet. Construction activities would be temporary in nature and would most likely occur only during the daytime hours. Construction noise could result in annoyance or sleep disruption for nearby residents if nighttime operations were to occur or if equipment is not properly muffled or maintained.

TARLE VI

TYPICAL CONSTRUCTION EQUIPMENT MAXIMUM NOISE LEVELS, dBA				
Type of Equipment	50 Ft.	100 Ft.		
Backhoe	78	72		
Concrete Saw	90	84		
Crane	81	75		
Excavator	81	75		
Front End Loader	79	73		
Jackhammer	89	83		
Paver	77	71		
Pneumatic Tools	85	79		
Dozer	82	76		
Rollers	80	74		
Trucks	86	80		
Pile Drivers	93	87		
Rock Drills	96	90		
Pumps	80	74		
Scrapers	87	81		
Portable Generators	80	74		
Front Loader	86	80		
Backhoe	86	80		
Excavator	86	80		
Grader	86	80		

Source: FHWA

Noise Control for Buildings and Manufacturing Plants, Bolt, Beranek & Newman, 1987

Construction noise would not be considered a significant impact if project-related construction activities comply the City's construction noise ordinance, which limits construction hours to between 7:00 a.m. and 7:00 p.m. Monday through Friday and between 9:00 a.m. and 5:00 p.m. on Saturday and Sunday. Additionally, from June 1st through September 15th, permitted construction activity may commence after 6:00 a.m. Monday through Friday. In addition, all construction equipment should be equipped with adequate mufflers and be properly maintained. No mitigation is required.

c. Vibration Impacts (Less Than Significant)

The dominant sources of man-made vibration are sonic booms, blasting, pile driving, pavement breaking, demolition, diesel locomotives, and rail-car coupling. None of these sources are anticipated from the project site. Vibration from construction activities could be detected at the closest sensitive land uses, especially during movements by heavy equipment or loaded trucks and during some paving activities. The closest existing residences to the project site are located approximately 200 feet from the bridge location. Typical vibration levels at distance of 200 feet are summarized by Table XII.

TABLE XII TYPICAL VIBRATION LEVELS DURING CONSTRUCTION					
	PPV (in/sec)				
Equipment	@ 200′				
Bulldozer (Large)	0.009				
Bulldozer (Small)	0.0003				
Loaded Truck	0.008				
Jackhammer	0.004				
Vibratory Roller	0.021				
Caisson Drilling	Caisson Drilling 0.009				
Source: Caltrans					

The vibration levels described in Table XII are below the thresholds for annoyance potential and damage potential described above in Table III and Table IV. No mitigation is required.

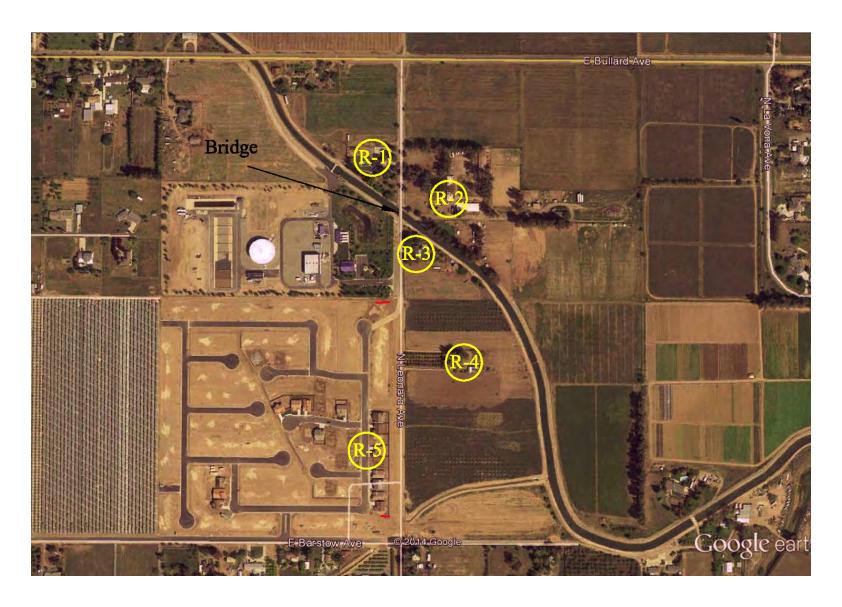
4. <u>SOURCES CONSULTED</u>

- 1. Peters Engineering Group, Traffic Analysis, Bridge Replacement-Leonard Avenue Bridge Replacement Over the Enterprise Canal, Clovis, California, February 2014.
- 2. City of Clovis, General Plan and Development Code Update, Draft PEIR, June 2014.
- 3. Federal Agency Review of Selected Airport Noise Analysis Issues, Federal Interagency Committee on Noise, August, 1992.
- 4. City of Clovis, Municipal Code Section 5.27.604, *Construction Activities*, 1999.
- 5. California Department of Transportation, *Transportation and Construction Vibration Guidance Manual*, September 2013.

Figure 1: Project Site Plan



Figure 2: Project Vicinity and Modeled Receiver Locations



APPENDIX A

ACOUSTICAL TERMINOLOGY

AMBIENT NOISE LEVEL: The composite of noise from all sources near and far. In this

context, the ambient noise level constitutes the normal or

existing level of environmental noise at a given location.

CNEL: Community Noise Equivalent Level. The average equivalent

sound level during a 24-hour day, obtained after addition of approximately five decibels to sound levels in the evening from 7:00 p.m. to 10:00 p.m. and ten decibels to sound levels in the

night before 7:00 a.m. and after 10:00 p.m.

DECIBEL, dB: A unit for describing the amplitude of sound, equal to 20 times

the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20

micropascals (20 micronewtons per square meter).

DNL/L_{dn}: Day/Night Average Sound Level. The average equivalent sound

level during a 24-hour day, obtained after addition of ten decibels to sound levels in the night after 10:00 p.m. and before 7:00 a.m.

L_{eq}: Equivalent Sound Level. The sound level containing the same

total energy as a time varying signal over a given sample period. L_{eq} is typically computed over 1, 8 and 24-hour sample periods.

NOTE: The CNEL and DNL represent daily levels of noise exposure

averaged on $\,$ an annual basis, while L_{eq} represents the average

noise exposure for a shorter time period, typically one hour.

L_{max}: The maximum noise level recorded during a noise event.

L_n: The sound level exceeded "n" percent of the time during a sample

interval (L_{90} , L_{50} , L_{10} , etc.). For example, L_{10} equals the level

exceeded 10 percent of the time.

ACOUSTICAL TERMINOLOGY

NOISE EXPOSURE CONTOURS:

Lines drawn about a noise source indicating constant levels of noise exposure. CNEL and DNL contours are frequently utilized to describe community exposure to noise.

NOISE LEVEL REDUCTION (NLR):

The noise reduction between indoor and outdoor environments or between two rooms that is the numerical difference, in decibels, of the average sound pressure levels in those areas or rooms. A measurement of Anoise level reduction@ combines the effect of the transmission loss performance of the structure plus the effect of acoustic absorption present in the receiving room.

SEL or SENEL:

Sound Exposure Level or Single Event Noise Exposure Level. The level of noise accumulated during a single noise event, such as an aircraft overflight, with reference to a duration of one second. More specifically, it is the time-integrated A-weighted squared sound pressure for a stated time interval or event, based on a reference pressure of 20 micropascals and a reference duration of one second.

SOUND LEVEL:

The sound pressure level in decibels as measured on a sound level meter using the A-weighting filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the response of the human ear and gives good correlation with subjective reactions to noise

SOUND TRANSMISSION CLASS (STC):

The single-number rating of sound transmission loss for a construction element (window, door, etc.) over a frequency range where speech intelligibility largely occurs.

Appendix H

Traffic Analysis

Mr. Ryan C. Burnett, AICP City of Clovis Engineering Division Department of Planning and Development Services 1033 Fifth Street Clovis, California 93612 February 25, 2014

Subject: Traffic Analyses

Bridge Replacement - Leonard Avenue Over the Enterprise Canal

Clovis, California

Introduction

This report presents the results of traffic analyses performed for the proposed bridge replacement on Leonard Avenue over the Enterprise Canal in Clovis, California. This report presents:

- 1. Current traffic data
- 2. Traffic data for the year the project will be open to traffic
- 3. Traffic data for 20 years after construction/open to traffic
- 4. Percent truck traffic
- 5. Road segment operational analyses (levels of service)

Project Description

The proposed project consists of the replacement of the existing bridge on Leonard Avenue over the Enterprise Canal with a new bridge that can accommodate four lanes. The bridge will consist of a three-box culvert approximately 115 feet long. The number of lanes on Leonard Avenue will not change with this project. Construction will include the removal of the existing bridge, installation of the new bridge including grading, street widening for northbound and southbound lane transitions, additional right-of-way for the new bridge and lane transitions, paving, replacement of the turnout structure, relocation of the overhead utilities, modifications to existing residential drive approaches, and striping. The street widening along the frontage of the water treatment facility will be completed in conjunction with the construction of the bridge. For purposes of these analyses it is assumed that the project will open in 2015.

The logical termini of the project would extend far enough to the north and south of the bridge structure to include approach tapers and to accommodate the vertical alignment of the roadway approaches to the bridge (including vertical curves, sight distance, and other applicable design criteria).

The independent utility of the project is the ability of the bridge to support traffic crossing over the canal.

Traffic Volumes

Existing traffic volumes on Leonard Avenue between were determined by performing a 24-hour pneumatic traffic count with vehicle classifications on Leonard Avenue south of Bullard Avenue. The traffic count data sheets are attached.

The Council of Fresno County Governments (COG) maintains a travel model that is typically used to estimate future traffic volumes. Future traffic volumes for the year 2035 were projected using the 2035 COG travel model and the COG Increment Method, which is described in a document available from the COG entitled "Model Steering Committee Recommended Procedures for Using Traffic Projections from the Fresno COG Travel Model dated December 2002." In general, the Increment Method forecasts traffic volumes by determining the growth in traffic volumes projected by the model between the base year and the horizon year. The growth is then added to the existing traffic volumes, resulting in a projection of the future traffic volumes. The COG model output is attached.

Future turning movements were projected based on the methods presented in Chapter 8 of the Transportation Research Board National Cooperative Highway Research Program Report 255 entitled "Highway Traffic Data for Urbanized Area Project Planning and Design."

Traffic volumes for the opening year of 2015 were interpolated between the existing volumes and the year 2035 volumes. The traffic volumes are presented in Tables 1 and 2.

<u>Table 1</u>
<u>Leonard Avenue between Barstow & Bullard Avenues</u>
Peak Hour Road Segment Volumes

Direction	Peak Hour	Existing	2015	2035
Northbound	AM	9	103	687
Southbound	AM	16	41	276
Northbound	PM	9	101	675
Southbound	PM	7	107	714

Table 2
Leonard Avenue between Barstow & Bullard Avenues
Daily Road Segment Volumes

Location	Existing	2015	2035	Existing Heavy Vehicle Percentage
Northbound	108	620	4,132	5.6%
Southbound	133	484	3,224	6.8%

Lane Configurations

Leonard Avenue currently is a two-lane roadway (one lane in each direction) at the project location and will remain a two-lane roadway after construction of the project. The City of Clovis General Plan designates Leonard Avenue as an arterial street with an ultimate configuration of four lanes (two lanes in each direction). Therefore, for purposes of the analyses presented herein, Leonard Avenue is analyzed as both a two-lane roadway and a four-lane roadway in the year 2035.

Level of Service

The Transportation Research Board *Highway Capacity Manual*, 2010, (HCM2010) defines level of service (LOS) as, "A quantitative stratification of a performance measure or measures that represent quality of service, measured on an A-F scale, with LOS A representing the best operating conditions from the traveler's perspective and LOS F the worst."

For informational purposes, automobile mode LOS characteristics for uninterrupted flow two-lane highways are presented in Table 3.

Table 3
Level of Service Characteristics for Road Segments

Level of Service	Description	
A	High operating speeds with a small amount of platooning.	
В	Speed reductions are present and platooning is noticeable.	
С	Most vehicles traveling in platoons with speeds noticeably curtailed.	
D	Platooning increases significantly.	
E	Demand approaching capacity. Speeds seriously curtailed.	
F	Demand exceeds capacity and heavy congestion exists.	

Reference: Highway Capacity Manual, Transportation Research Board, 2010

Road Segment Analysis

Road segment analyses were based on the 2012 Florida Department of Transportation (FDOT) Quality/Level of Service Handbook Tables. The Florida road segment tables were developed based on procedures outlined in the HCM and are commonly utilized in the San Joaquin Valley for road segment analyses.

The Florida tables present LOS criteria based on the type of roadway being analyzed and the regional setting (i.e., urban areas or transitioning areas). The appropriate Florida table is dependent upon the setting. Table 8, Generalized Peak Hour Directional Volumes for Florida's Transitioning and Areas Over 5,000 Not in Urbanized Areas dated December 18, 2012 was utilized in the existing and year 2015 analyses. Table 7, Generalized Peak Hour Directional Volumes for Florida's Urbanized Areas dated December 18, 2012 was utilized in the 2035 analyses. The tables are attached. Table 4 presents the specific volume thresholds used in the analyses.

<u>Table 4</u>
<u>Volume Thresholds for Non-State Signalized Roadway Levels of Service</u>
<u>Class I (40 MPH or Higher Posted Speed Limit)</u>

Lanes	Configuration	A	В	C	D	E	F
1	Undivided with no turn lanes (transitioning)	*	*	<u>≤</u> 639	640 – 720	>720	**
2	Divided with left-turn lanes (urban)	*	*	<u>≤</u> 1,719	1,720 – 1,800	>1,800	**

Reference: Florida Department of Transportation Table 8, Generalized Peak Hour Directional Volumes for Florida's Transitioning and Areas Over 5,000 Not in Urbanized Areas (using Non-State Signalized Roadway Adjustments) dated December 18, 2012 and Table 7, Generalized Peak Hour Directional Volumes for Florida's Urbanized Areas (using Non-State Signalized Roadway Adjustments) dated December 18, 2012

Table 5 presents the results of the road segment analyses.

<u>Table 5</u>
<u>Leonard Avenue between Barstow & Bullard Avenues</u>
Peak Hour Road Segment Volumes and Level of Service

Dimention and	Exis	sting	20	15	2035			
Direction and Peak Hour	Volume	LOS	Volumo	LOS	Volume	LOS		
Peak Hour Volume LOS Volume		LOS	Volume	1 lane	2 lanes			
Northbound AM	9	С	103	С	687	D	С	
Southbound AM	16	С	41	С	276	С	С	
Northbound PM	9	С	101	С	675	D	С	
Southbound PM	7	C	107	C	714	D	C	

Conclusion

The road segment analyses indicate that the proposed bridge is expected to be sufficient to accommodate the required number of lanes on Leonard Avenue in accordance with the City of Clovis General Plan.

Thank you for the opportunity to perform these analyses for the City of Clovis. Please contact our office if you have any questions.

PETERS ENGINEERING GROUP

John Rowland, PE, TE

Attachments: Traffic Count Data Sheets

Fresno County Travel Model Output

Florida Tables

CLASSIFICATION

Leonard Ave btwn Barstow Ave & Bullard Ave

Day: Thursday

Date: 1/9/2014 **Project #:** CA14_8005_001n

North Bound

North Bound														
Time	# 1	# 2	# 3	# 4	# 5	# 6	# 7	#8	# 9	# 10	# 11	# 12	# 13	Total
00:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
06:00	0	2	1	0	0	1	0	0	0	0	0	0	0	4
07:00	0	5	2	0	0	1	0	0	0	0	0	0	0	8
08:00	0	4	5	0	0	0	0	0	0	0	0	0	0	9
09:00	0	6	2	0	0	1	0	0	0	0	0	0	0	9
10:00	0	2	3	0	0	0	0	0	0	0	0	0	0	5
11:00	1	1	4	0	0	0	0	1	0	0	0	0	0	7
12:00 PM	0	6	3	0	0	1	0	0	0	0	0	0	0	10
13:00	0	5	5	0	0	1	0	0	0	0	0	0	0	11
14:00	0	4	4	0	1	0	0	0	0	0	0	0	0	9
15:00	0	5	3	0	0	0	0	0	0	0	0	0	0	8
16:00	0	5	3	0	0	0	0	0	0	0	0	0	0	8
17:00	0	4	5	0	0	0	0	0	0	0	0	0	0	9
18:00	0	2	4	0	0	0	0	0	0	0	0	0	0	6
19:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
20:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1
21:00 22:00	0	0	0	0	0	0	0	0	0	0 0	0	0	0	0
23:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Totals	1	53	47	U	1	5	U	1	U	U	U	U	U	108
% of Totals	1%	49%	44%		1%	5%		1%						100%
70 01 Totals	170	4570	7470		170	370		170						10070
AM Volumes	1	20	19	0	0	3	0	1	0	0	0	0	0	44
% AM	1%	19%	18%			3%		1%						41%
AM Peak Hour	11:00	09:00	08:00			06:00		11:00						08:00
Volume	1	6	5			1		1						9
PM Volumes	0	33	28	0	1	2	0	0	0	0	0	0	0	64
% PM		31%	26%		1%	2%								59%
PM Peak Hour		12:00	13:00		14:00	12:00								13:00
Volume		6	5		1	1								11
Dir	Directional Peak Periods AM 7-9			NOON 12-2		PM 4-6		Off Peak Volumes		nes				
		All Classes	Volume		%	Volume		%	Volume		%	Volume		%
			17	\longleftrightarrow	16%	21	\longleftrightarrow	19%	17	\longleftrightarrow	16%	53	\longleftrightarrow	49%
								-			•	_		-

Classification Definitions

- 1 Motorcycles
- 2 Passenger Cars3 2-Axle, 4-Tire Single Units
- **4** Buses
- 5 2-Axle, 6-Tire Single Units
- 6 3-Axle Single Units
- 7 > =4-Axle Single Units
- 8 <=4-Axle Single Trailers
- **9** 5-Axle Single Trailers
- 10 >=6-Axle Single Trailers
- **12** 6-Axle Multi-Trailers
- 11 <=5-Axle Multi-Trailers

13 >=7-Axle Multi-Trailers

City: Clovis

CLASSIFICATION

Leonard Ave btwn Barstow Ave & Bullard Ave

Day: Thursday

Date: 1/9/2014 Project #: CA14_8005_001s

South Bound

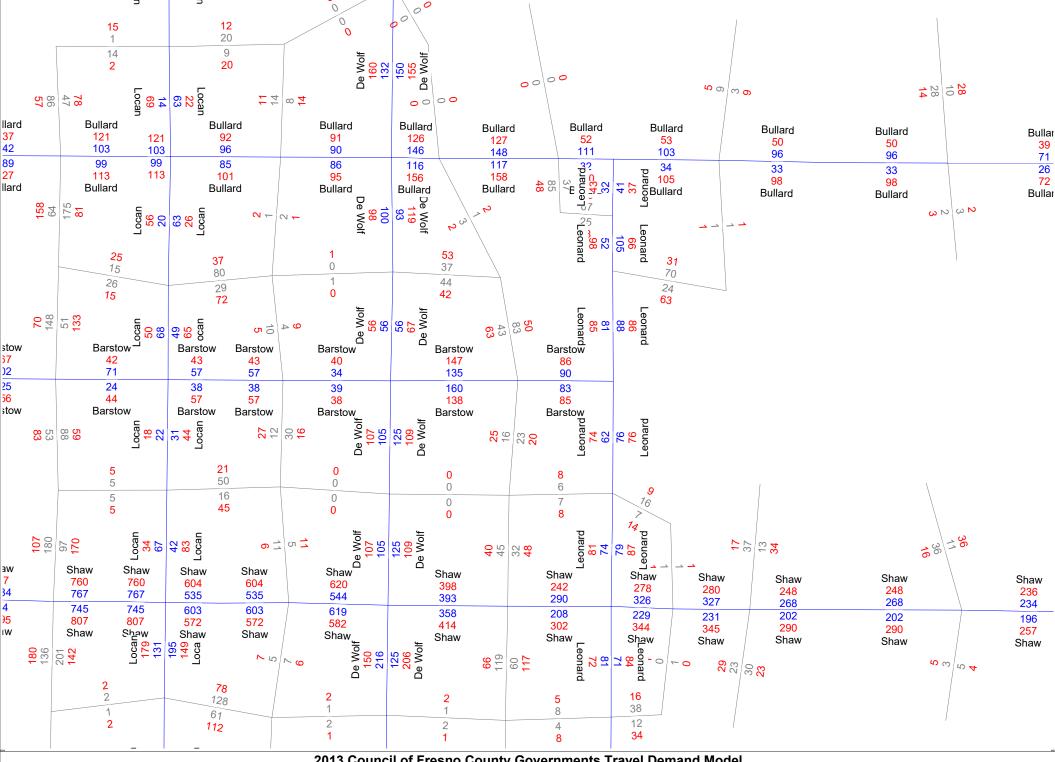
South Bound														
Time	# 1	# 2	#3	# 4	# 5	# 6	# 7	#8	# 9	# 10	# 11	# 12	# 13	Total
00:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	-	_	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
05:00	0	0	1	0	0	0	0	0	0	0	0	· ·	-	1
06:00	0	2	6	0	0	1	0	0	0	0	0	ŭ	_	9
07:00	1	4	9	0	0	2	0	0	0	0	0	J	-	16
08:00	0	5	4	0	0	2	0	0	0	0	0	0	0	11
09:00	0	5	2	0	0	0	0	0	0	0	0	J	-	7
10:00	0	4	6	0	0	0	0	0	0	0	0	0	-	10
11:00	0	3	1	0	0	1	0	1	0	0	0	J	-	6
12:00 PM	0	5	3	0	0	1	0	0	0	0	0	0	_	9
13:00	0	4	6	0	1	0	0	0	0	0	0	Ü	-	11
14:00	0	5	3	0	1	1	0	0	0	0	0	-	_	10
15:00	0	6	4	0	1	0	0	0	0	0	0	Ü	-	11
16:00	0	4	3	0	0	0	0	0	0	0	0	J	_	7
17:00	0	4	2	0	0	0	0	0	0	0	0	_	-	6
18:00	0	7	2	0	0	0	0	0	0	0	0	Ü	_	9
19:00	0	1	2	0	0	0	0	0	0	0	0	· ·	_	3
20:00	0	2	1	0	0	0	0	0	0	0	0	0	_	3
21:00	0	3	0	0	0	0	0	0	0	0	0	0	· ·	3
22:00	0	0	1	0	0	0	0	0	0	0	0	0	Ü	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	1	64	56		3	8		1						133
% of Totals	1%	48%	42%		2%	6%		1%						100%
AM Volumes	1	23	29	0	0	6	0	1	0	0	0	0	0	60
% AM	1%	17%	22%			5%		1%						45%
AM Peak Hour	07:00	08:00	07:00			07:00		11:00						07:00
Volume	1	5	9			2		1						16
PM Volumes	0	41	27	0	3	2	0	0	0	0	0	0	0	73
% PM		31%	20%		2%	2%								55%
PM Peak Hour		18:00	13:00		13:00	12:00								13:00
Volume		7	6		1	1								11
Dire	ectional Pe	ak Periods		AM 7-9			NOON 12-2			PM 4-6		Off	Peak Volun	nes
		All Classes	Volume		%	Volume		%	Volume		%	Volume		%
			27	\longleftrightarrow	20%	20	\longleftrightarrow	15%	13	\longleftrightarrow	10%	73	\longleftrightarrow	55%

Classification Definitions

6 3-Axle Single Units

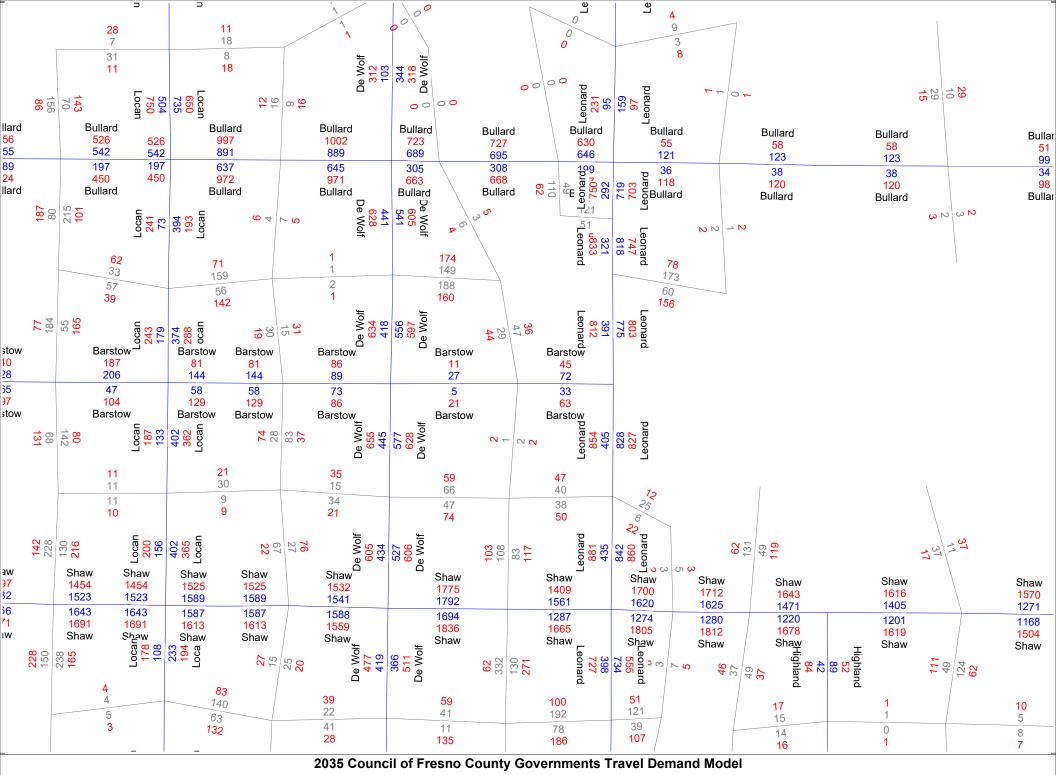
- 2 Passenger Cars
- 1 Motorcycles
- **3** 2-Axle, 4-Tire Single Units
- 4 Buses
- 5 2-Axle, 6-Tire Single Units
- 7 > =4-Axle Single Units
- 8 <=4-Axle Single Trailers
- **9** 5-Axle Single Trailers
- 10 >=6-Axle Single Trailers
- 12 6-Axle Multi-Trailers
- 13 >=7-Axle Multi-Trailers 11 <=5-Axle Multi-Trailers

City: Clovis



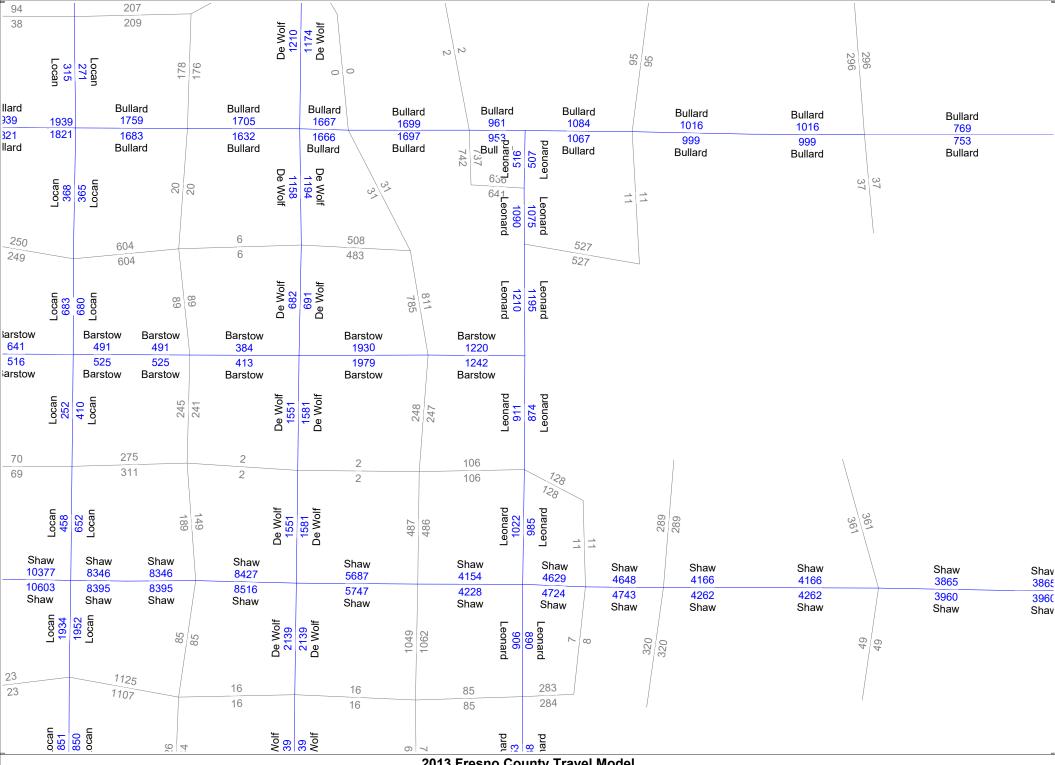
2013 Council of Fresno County Governments Travel Demand Model AM and PM Peak Hour Traffic Volumes





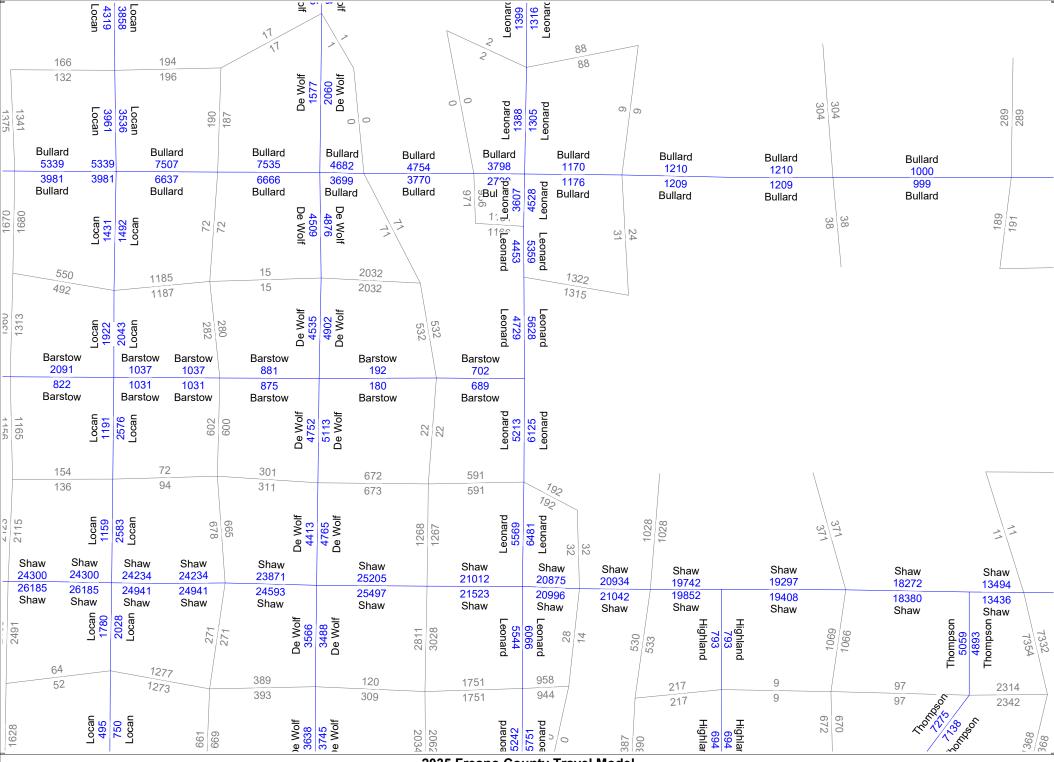
AM and PM Peak Hour Traffic Volumes





2013 Fresno County Travel Model
DAily Volumes





2035 Fresno County Travel Model Daily Volumes



Generalized **Peak Hour Directional** Volumes for Florida's **Urbanized Areas**¹

INTERRUP	TED FLOW FAC	ILITIES			UNINTER	RRUPTED F	LOW FAC		12/18/12
STATE SIG	NALIZED ART	TERIALS	;			FREEV	VAYS		
Class I (40 mp Lanes Median 1 Undivided 2 Divided 3 Divided 4 Divided	h or higher posted s B	peed limit) D 880 2,000 3,020 4,040	E ** ** **	Lanes 2 3 4 5 6	B 2,260 3,360 4,500 5,660 7,900	C 3,020 4,580 6,080 7,680 10,320	0 3,0 0 5, 0 7,0 0 9,	D 660 500 320 220 060	E 3,940 6,080 8,220 10,360 12,500
Lanes Median 1 Undivided 2 Divided 3 Divided 4 Divided Non-State Signa (Alter co.	bh or slower posted B C * 370 * 730 * 1,170 * 1,610 alized Roadway Arresponding state volume indicated percent.)	D 750 1,630 2,520 3,390	E 800 1,700 2,560 3,420		Auxiliary Lane + 1,000	reeway Ad	•	Ramp Metering + 5%	
Non-State Sig Median & ' Example Median Lea 1 Divided 1 Undivided Multi Undivided Multi Undivided One-Way Multiply th	run Lane Adjust culture Adjust culture Exclusive Exclusive Fit Lanes Right I Yes No No No Yes No No No - Yes Yes Yes Yes Adjust e corresponding directes in this table by 1.	stments sive Ac Lanes D D D D D D S S Ment ettional	djustment Factors +5% -20% -5% -25% + 5%	Lanes 1 2 3 Lanes 1 Multi Multi	JNINTERR Median Undivided Divided Divided Uninterrupt Median Divided Undivided Undivided	B 420 1,810 2,720	C 840 2,560 3,840 ighway Ad left lanes s	D 1,190 3,240 4,860	E 1,640 3,590 5,380 S ent factors
(Multiply motorized veh directional roadway lane) Paved Shoulder/Bicycle Lane Coverage 0-49% 50-84% 85-100% PEDE (Multiply motorized veh directional roadway lane) Sidewalk Coverage 0-49% 50-84% 85-100%	B C * 150 ** 150 ** 100 ** 150 ** 100 ** 150 ** 100 **	D 390 1,000 >1,000 DE² elow by numly maximum s	E 1,000 >1,000 ** ber of service E 480 800 >1,000	are for the constitute computer planning corridor based on Capacity 2 Level of of motors 3 Buses perflow. * Canno ** Not approximate the constitution of the const	shown are presented a automobile/truck a standard and sho models from which applications. The tap intersection design planning application and Quality of Service for the bicized vehicles, not must be achieved using opplicable for that lever greater than level of the bicyckele because there is results.	modes unless spuid be used only the this table is de table and deriving the thick the time of the Highwice Manual. The transport of the Highwice Manual The transport of the transport the	ecifically stated for general plantined should be goomputer mod efined technique ay Capacity Maian modes in the sts or pedestriar ur in the single dedefaults. Iter grade. For the me F because in lof service letter.	This table do inning applicat used for more els should not es exist. Calculutual and the T is table is base is using the factive time automobile the automobile the section caper grade (included).	es not ions. The specific be used for lations are ransit d on number cility. iigher traffic mode, acities have ling F) is not
	(Scheduled Fixe beak hour in peak direction B $C > 5 \ge 4 > 4 \ge 3$		3 E ≥2 ≥1	Systems	Department of Trans Planning Office state.fl.us/planning	-	/default.shtm		

TABLE 7 (continued)

Generalized **Peak Hour Directional** Volumes for Florida's **Urbanized Areas**

										12/10/12		
INDIVE NATIO	Uninterri	ipted Flow	Facilities		Interrupted Flow Facili							
INPUT VALUE ASSUMPTIONS		-pecu - 10		State Arterials				Class I				
	Freeways	High	ıways	Cla	ass I		Cla	ıss II	Bicycle	Pedestria		
ROADWAY CHARACTERISTICS												
Area type (lu, u)	lu	u	u	u	u		u	u	u	u		
Number of through lanes (both dir.)	4-12	2	4-6	2	4-8		2	4-8	4	4		
Posted speed (mph)	70	50	50	45	50		30	30	45	45		
Free flow speed (mph)	75	55	55	50	55		35	35	50	50		
Auxiliary lanes (n,y)	n											
Median (n, nr, r)		n	r	n	r		n	r	r	r		
Terrain (l,r)	1	1	1	1	1		1	1	1	1		
% no passing zone	-	80	-	•				-	-	-		
Exclusive left turn lane impact (n, y)		[n]	у	у	у		у	у	y	у		
Exclusive right turn lanes (n, y)		[**]	,	n	n		n	n	n	n		
Facility length (mi)	4	5	5	2	2		1.9	1.8	2	2		
Number of basic segments	4						1.7	1.0				
TRAFFIC CHARACTERISTICS								1				
Planning analysis hour factor (K)	0.090	0.090	0.090	0.090	0.09	00	0.090	0.090	0.090	0.090		
Directional distribution factor (D)	0.547	0.550	0.550	0.550	0.56		0.565	0.560	0.565	0.565		
Peak hour factor (PHF)	1.000	1.000	1.000	1.000	1.00		1.000	1.000	1.000	1.000		
Base saturation flow rate (pcphpl)	1.000	1,700	2,100	1,950	1,95		1,950	1,950	1,950	1,950		
Heavy vehicle percent	4.0	2.0	2.0	1.0	1.0		1.0	1.0	2.5	2.0		
Local adjustment factor	0.91	0.97	0.98	1.0	1.0	,	1.0	1.0	2.3	2.0		
% left turns	0.91	0.97	0.96	12	12		12	12	12	12		
% right turns				12	12		12	12	12	12		
				12	12	'	12	12	12	12		
CONTROL CHARACTERISTICS												
Number of signals				4	4		10	10	4	6		
Arrival type (1-6)				3	3		4	4	4	4		
Signal type (a, c, p)				c	С		c	С	c	c		
Cycle length (C)				120	150		120	120	120	120		
Effective green ratio (g/C)				0.44	0.4	5	0.44	0.44	0.44	0.44		
MULTIMODAL CHARACTERISTIC	CS											
Paved shoulder/bicycle lane (n, y)									n, 50%, y	n		
Outside lane width (n, t, w)									t	t		
Pavement condition (d, t, w)									t			
On-street parking (n, y)									n	n		
Sidewalk (n, y)										n, 50%,		
Sidewalk/roadway separation (a, t, w)										t		
Sidewalk protective barrier (n, y)										n		
	LE	VEL OF SI	ERVICE T	HRESHO	LDS							
	Freeways		ways		Arter	ials		Bicycle	Ped	Bus		
Level of		Two-Lane	Multilane	Class	I	Cla	ass II	_	_			
Service	Density	%ffs	Density	ats			ats	Score	Score	Buses/hr.		
В	≤ 17	> 83.3	≤ 17	> 31 m	ph		2 mph	≤ 2.75	≤ 2.75	≤6		
C	≤ 24	> 75.0	≤ 24	> 23 m	_		7 mph	≤ 3.50	≤ 3.50	<u>≤4</u>		
D	≤ 24 ≤ 31	> 66.7	≤ 24 ≤ 31	> 18 m			mph	≤ 3.30 ≤ 4.25	≤ 3.30 ≤ 4.25	< 3		
					_							
E Of the Paragraph from flow speed at a Average	≤ 39	> 58.3	≤ 35	> 15 m	pn	> 1() mph	≤ 5.00	≤ 5.00	< 2		

[%] ffs = Percent free flow speed ats = Average travel speed

Generalized **Peak Hour Directional** Volumes for Florida's

TABLE 8

Transitioning and

Areas Over 5,000 Not In Urbanized Areas¹

			i cas o	7C1 3,000	J 140t II	i Oi bailize	cu Aicu.	,		12/18/12
INT	ERRUPTED F	LOW FACI	LITIES			UNINTER	RRUPTED	FLOW FA	CILITIES	
STATI	E SIGNALIZ	ZED ART	ERIALS	S			FREEV	VAYS		
Lanes Median 1 Undivided 2 Divided 3 Divided	led *	her posted s C 710 1,740 2,670	peed limit) D 800 1,820 2,740	E ** **	Lanes 2 3 4 5	B 2,200 3,260 4,260 5,300	C 2,88 4,28 5,68 7,08	0 5 0 6	D 3,440 5,100 5,760 3,440	E 3,580 5,540 7,500 9,440
Class I	(35 mph or slo	wer posted s	speed limit)			F	reeway Ad	iustments	s	
Lanes Median 1 Undivided 2 Divided 3 Divided	B led *	C 330 500 810	D 680 1,460 2,280	E 720 1,600 2,420		Auxiliary Lane + 1,000	reemy rad	Justine	Ramp Metering + 5%	
	te Signalized l (Alter correspondi by the indicat state Signalized	ng state voluited percent.)		nts						
Med	ian & Turn L				Ţ	JNINTERR	HPTED I	T OW H	TCHWAY	7 S
Lanes Median	Exclusive Left Lanes			djustment	Lanes	Median	B	C	D	E
Lanes Median 1 Divided	Yes	s Right I No		Factors +5%	1	Undivided	450	850	1,200	1,640
2 Undivide		No		-20%	2	Divided	1,740	2,450	3,110	3,440
Multi Undivid		No		-5%	3	Divided	2,610	3,680	4,660	5,170
Multi Undivid	ed No	No Ye		-25% + 5%						
	ne-Way Facili	ity Adjusti	nent etional	370	Lanes 1 Multi Multi	Uninterrupt Median Divided Undivided Undivided	ed Flow H Exclusive Ye Ye	left lanes es	Adjustments +59 -59	nt factors % %
Paved Shoulder/Bicy Lane Covera 0-49% 50-84% 85-100% (Multiply moto directional road Sidewalk Cove 0-49% 50-84% 85-100%	ge B * 100 380 PEDESTRIA rized vehicle volumy lanes to deter volur	C 140 280 1,000 AN MOD mes shown be mine two-way nes.) C 80 540	D 320 940 >1,000 E ² elow by num y maximum s	E 1,000 >1,000 ** ber of service E 480 800 >1,000	¹ Values sare for the constitute computer planning corridor based on Capacity ² Level of motor ³ Buses p flow. * Canno ** Not approximate the control of the contr	shown are presented to automobile/truck to a standard and shot a proper applications. The tear intersection design planning application and Quality of Service for the bicized vehicles, not mer hour shown are on the achieved using pplicable for that legreater than level of the bicycle because there is a	as peak hour d modes unless sy ould be used only he his table is de able and deriving, where more most of the Highwice Manual. The peak has table input value wel of service lef service lefe mode, the level of modes and pedestrans of bicyclic light of the peak has table input value wel of service lefe service become mode, the level modes only the level of service lefe mode, the level modes only the level of service lefe mode, the level of service lefe mode, the level of service lefe service become mode, the level of service lefe service lefe service become mode, the level of service lefe service become mode, the level of service lefel ser	irectional volusecifically state y for general prived should be geomputer more friend technic any Capacity Marian modes in the sists or pedestrian the single be defaults. Itter grade. For ome F because el of service let	mes for levels of ed. This table do planning applicat be used for more odels should not ques exist. Calcu fanual and the T this table is base ans using the fac direction of the h the automobile intersection cap ter grade (include	Service and es not ions. The specific be used for lations are ransit d on number cility. igher traffic mode, acities have ling F) is not
	ODE (Sched Buses in peak hour									
Sidewalk Cove	-	С	D	Е	Source:					
0-84% 85-100%	> 5 > 4	≥ 4 ≥ 3	≥3 ≥2	≥ 2 ≥ 1	Systems	Department of Trans Planning Office t.state.fl.us/planning	•	s/default.shtm		

TABLE 8 (continued)

Generalized **Peak Hour Directional** Volumes for Florida's **Transitioning** and

Areas Over 5,000 Not In Urbanized Areas

·	Unintor	ipted Flow	Facilities			Int	errupted F	low Facili	ities		
INPUT VALUE ASSUMPTIONS	Uninterru	iptea r iow	raciliues		St	ate A	rterials		Cla	ass I	
ASSOMITIONS	Freeways	High	nways	Cla	ıss I		Cla	ss II	Bicycle	Pedestrian	
ROADWAY CHARACTERISTICS							1				
Area type (t,uo)	t	t	t	t	t		t	t	t	t	
Number of through lanes (both dir.)	4-10	2	4-6	2	4-6	6	2	4-6	4	4	
Posted speed (mph)	70	50	50	45	50		30	30	45	45	
Free flow speed (mph)	75	55	55	50	55		35	35	50	50	
Auxiliary lanes (n,y)	n	n	n								
Median (n, nr, r)		n	r	n	у		n	у	r	r	
Terrain (l,r)	1	1	1	1	1		1	1	1	1	
% no passing zone		60									
Exclusive left turn lane impact (n, y)		[n]	у	у	у		у	у	y	у	
Exclusive right turn lanes (n, y)				n	n		n	n	n	n	
Facility length (mi)	8	5	5	1.8	2		2	2	2	2	
Number of basic segments	4										
TRAFFIC CHARACTERISTICS											
Planning analysis hour factor (K)	0.090	0.090	0.090	0.090	0.09	90	0.090	0.090	0.090	0.090	
Directional distribution factor (D)	0.555	0.550	0.550	0.550	0.57		0.570	0.565	0.570	0.570	
Peak hour factor (PHF)	1.000	1.000	1.000	1.000	1.00		1.000	1.000	1.000	1.000	
Base saturation flow rate (pcphpl)	1.000	1,700	2,100	1,950	1,95		1,950	1,950	1,950	1,950	
Heavy vehicle percent	9.0	4.0	4.0	2.0	3.0		2.0	3.0	3.0	3.0	
Local adjustment factor	0.85	0.97	0.95								
% left turns				12	12	,	12	12	12	12	
% right turns				12	12		12	12	12	12	
CONTROL CHARACTERISTICS					-				_		
Number of signals				5	4		10	10	4	6	
Arrival type (1-6)				4	3		4	4	4	4	
Signal type (a, c, p)										c c	
Cycle length (C)				120	150		120	150	120	120	
Effective green ratio (g/C)				0.44	0.4		0.44	0.45	0.44	0.44	
				0.44	0.4	3	0.44	0.43	0.44	0.44	
CONTROL CHARACTERISTICS		1						ı	T	1	
Paved shoulder/bicycle lane (n, y)									n, 50%, y	n	
Outside lane width (n, t, w)									t	t	
Pavement condition (d, t, u)									t		
On-street parking (n, y)									n	n	
Sidewalk (n, y)										n, 50%, y	
Sidewalk/roadway separation (a, t, w)										t	
Sidewalk protective barrier (n, y)										n	
	LEV	TL OF SE	RVICE TI	IRESHOI	DS						
	Freeways		iways	IKESIIOI	Arter	ials		Bicycle	Ped	Bus	
Level of		Two-Lane	Multilane	Class			Class II	===5,020		_ 440	
Service	Density	%ffs	Density	ats		ats		Score Score		Buses/hr.	
В	≤ 17	> 83.3	≤ 17			>	22 mph	≤ 2.75	≤ 2.75	≤ 6	
				> 31 mph							
С	≤ 24	> 75.0	≤ 24	> 23 mph		* *		≤ 3.50	≤ 3.50	≤4	
D	≤ 31	> 66.7	≤31	> 18 m	•		13 mph	≤ 4.25	≤ 4.25	< 3	
E	≤ 39	> 58.3	≤ 35	> 15 m	ph	>	10 mph	≤ 5.00	≤ 5.00	< 2	

[%] ffs = Percent free flow speed ats = Average travel speed



AGENDA ITEM NO:

City Manager: 15

2-A-1

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO:

Mayor and City Council

FROM:

Police Department

DATE:

July 17, 2017

SUBJECT:

Consider Approval - Res. 17- , Approving the Exception to the 180-

Day Wait Period (Government Code Sections 7522.56 & 21224) Pertaining to the Hiring of Mark Rau as Extra Help for Critical Public

Safety Projects

ATTACHMENTS: Res. 17-

(A) Agreement

CONFLICT OF INTEREST

None.

RECOMMENDATION

Consider Approval – Res. 17- , approving the Exception to the 180-Day Wait Period (Government Code Sections 7522.56 & 21224) Pertaining to the Hiring of Mark Rau as Extra Help for Critical Public Safety Projects.

EXECUTIVE SUMMARY

The Police Department requests authority to utilize the exception provided in Government Code section 21224 to hire a retired CalPERS employee for the limited duration of one year to complete several critical ongoing infrastructure projects that are highly technical and specialized in nature and can have a detrimental effect on public safety services as well as the people of Clovis if delayed or completed improperly.

BACKGROUND

Over the last two decades, the City has built out a comprehensive video camera system that includes over 400 cameras city-wide. These cameras cover numerous intersections, high crime areas, public areas as well as provide site security for City facilities and critical infrastructure. The Video Management System (VMS) is the front end software and hardware that manages the storage and retention of video as well as brings older analog systems together with current digital technology. The VMS is in the middle of a major upgrade that was unable to be completed by the time of the project manager's retirement. Due to the highly technical nature of this system and the historical knowledge needed of legacy technologies, we currently have no other person within the City that can carry this project forward without risking significant delays and/or stoppages that could likely render the system unusable as we have reached a critical point that will not allow us to realistically revert back to the old VMS. We have hired a Video System Tech who has been working with the City for 6 months, but is not capable yet to take over a project of this complexity. Outside vendors and contractors have been considered; however, the wide expertise required of the current and legacy systems coupled with access to the secure police facility and its equipment, makes this option neither realistic nor viable.

A second video project currently being implemented involves site security cameras at several key City locations that were previously not covered by surveillance. Equipment, previously unavailable, has now been procured and the project is able to move forward.

Three critical radio infrastructure projects are also in a similar process and involve both police and fire radio systems as well as a multi-agency project that we have taken the lead on. This multi-agency project is the result of several system failures out of our control that have been identified over the last several months. Delay or suspension of this particular project will most certainly result in further system failures that could have a catastrophic effect on public safety radio communications, depending upon when the failure occurs.

Government Code Section 7522.56 requires retirees wait 180 days from the retirement date to begin employment with the same, or another, CalPERS agency. Government Code Section 21224 allows for an exception to the 180 day waiting period when the appointment is necessary to fill a "critically needed" position before 180 days. This exception can be either to a vacant position or as extra help where the work performed is of limited duration and the retiree is to perform tasks such as the elimination of backlogs, limited term special project work, or to do work in excess of what regular permanent staff can do. In the instant case, the proposed hiring of retired employee Mark Rau is to perform extra help for the limited duration of one year to complete several critical ongoing infrastructure projects that are highly technical and specialized in nature and can have a detrimental effect on public safety services as well as the people of Clovis if delayed or completed improperly and which cannot be performed by the existing staff for the City.

All projects can be fully completed within the one year limited duration period.

City Council Report Exception To The 180-Day Wait Period July 17, 2017

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

In adopting this resolution, the City Council will provide for the immediate preservation of the public health and safety, based upon several critical ongoing infrastructure projects that are highly technical and specialized in nature and can have a detrimental effect on public safety services as well as the people of Clovis if delayed or completed improperly and which cannot be performed by existing staff for the City.

ACTIONS FOLLOWING APPROVAL

None.

Prepared by: Mike Casida, Police Captain

Submitted by: Mike Casida, Police Captain

Recommended By:

Mike Casida, Police Captain

RESOLUTION 17-

RESOLUTION OF THE CITY OF CLOVIS APPROVING THE EXCEPTION TO THE 180-DAY WAIT PERIOD Government Code Sections 7522.56 & 21224

WHEREAS, in compliance with Government Code section 7522.56, the City Council for the City of Clovis must provide CalPERS this certification resolution when hiring a retiree before 180 days have passed since his or her retirement date; and

WHEREAS, Mark Rau, CalPERS ID 5501414269, retired from the City of Clovis in the position of Communications Supervisor, effective July 15, 2017; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is January 12, 2018 without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council for the City of Clovis, the City of Clovis and Mark Rau certify that Mark Rau has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, Government Code section 21224 allows for an exception to the 180-day waiting period when the appointment is necessary to fill a "critically needed" position before 180 days either to a vacant position or as extra help where the work performed is of limited duration and the retiree is to perform tasks such as the elimination of backlogs, limited term special project work, or to do work in excess of what regular permanent staff can do; and

WHEREAS, the City's Video Management System (VMS) manages the storage and retention of video as well as brings older analog systems together with current digital technology. The VMS is in the middle of a major upgrade which cannot continue forward without the extra help skills offered by Mark Rau without risking significant delays and/or stoppages that could likely render the system unusable. Additionally, video camera system upgrades and implementation are needed for which no other employee of the City can perform. Moreover, there are three critical radio infrastructure projects involving both police and fire radio systems as well as a multi-agency project for which the City has the lead. Without the extra help skills offered by Mark Rau, delay or suspension of this particular project will most certainly result in system failures that could have a catastrophic effect on public safety radio communications. There are no current employees, nor contract employees, that could perform the extra help without causing a delay or failure of the system of which could affect the safety and welfare of the City, the community and public safety employees.

WHEREAS, the City Council for the City of Clovis hereby appoints Mark Rau as an extra help retired annuitant to perform the duties related to public safety computer, video and radio systems for the City of Clovis under Government Code section 21224, effective July 18, 2017; and

WHEREAS, the entire employment agreement between Mark Rau and the City of Clovis has been reviewed by this body and is attached herein as Exhibit A; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on the consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year and limited to one year in duration; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the City does not currently have a position of this nature as the work being performed by Mark Rau is truly extra duties. Similar type of positions would be an Information Technology Manager or an Information Technology Supervisor. The extra help work proposed to be performed by Mark Rau could be described as work performed in between these two positions. The maximum base salary for an Information Technology Manager is \$11,208.00 per month and the hourly equivalent is \$64.66. The maximum base salary for an Information Technology Supervisor is \$8,891.00 per month and the hourly equivalent is \$51.29. The minimum base salary for an Information Technology Manager is \$9,221.00 per month and the hourly equivalent is \$53.20. The minimum base salary for an Information Technology Supervisor is \$7,315.00 per month and the hourly equivalent is \$42.20; and

WHEREAS, the hourly rate paid to Mark Rau will be \$50.00 per hour; and

WHEREAS, Mark Rau has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

THEREFORE, BE IT RESOLVED that the City Council for the City of Clovis hereby certifies the nature of the appointment of Mark Rau as described herein and detailed in the attached employment agreement document and that this appointment is necessary to fill the critically needed extra duties related to public safety computer, video and radio systems for the City of Clovis by July 18, 2017 because of the critical transition and upgrade process of the Video Management System, the upgrade and implementation of the site security cameras for the City, three radio infrastructure projects for public safety radio systems currently in progress and other system sensitive projects and which are critical to the public health and welfare of the City, the City's safety personnel and the community.

Mayor	City Clerk
Dated:	
AYES: NOES: ABSENT: ABSTAIN:	
Council of the City of Clovis held on wit:	nd adopted at a regular meeting of the Cit , 2017, by the following vote t

AT WILL EMPLOYMENT AGREEMENT Between the City of Clovis and Mark Rau July 18, 2017

The City of Clovis hereinafter referred to as CITY, and Mark Rau, hereinafter referred to as EMPLOYEE, in consideration of the promises made herein, agree as follows:

TERM

The CITY shall employ EMPLOYEE to work in the position of Information Systems Manager with the City of Clovis on an at will contract basis from July 18, 2017 through July 17, 2018. Except for termination for malfeasance, either the CITY or the EMPLOYEE upon thirty (30) days advance written notice may terminate this agreement.

EMPLOYMENT STATUS AND REPORTING RELATIONSHIP

During the term of the agreement, the EMPLOYEE is Classified as an at will employee who may be terminated or resign for any reason. During the term of this agreement, EMPLOYEE will work with the Police Department and report to the Police Command Staff. The EMPLOYEE is not represented by a bargaining unit and this contract does not provide any rights other than those specifically provided in this agreement.

DUTIES

Plan and coordinate city video surveillance and radio system, systems analysis, and programming activities within the Police Department and other City divisions; consult with administration to determine requirements for new radio, video, technology systems and applications or modifications to existing applications with regards to critical infrastructure projects; analyze operations to develop and recommend short and long range systems and programming plans to meet city needs; prepare, review and evaluate feasibility studies, conceptual designs and hardware and software requirements; prepare Requests for Proposals for purchase of hardware, software, equipment and services; select, evaluate, and supervise the systems and assigned staff and assign workload; coordinate the installation and maintenance of video and radio systems and associated local area networks (LAN), wide area networks (WAN), software, and hardware including desktop PC's and PC file servers; prepare, plan and control budget allocations; prepare studies, reports, and correspondence for formal and informal presentations for advisory staff, City Manager, and City Council; plan, develop and coordinate training of both technical and non-technical City Staff; develop technological enhancements for the delivery of services to city personnel and the community; remain current and knowledgeable on new technology and issues associated with information systems, camera, fiber optic, radio and surveillance systems; work collaboratively with others to prioritize and develop uses for new technology; perform related duties as assigned.

COMPENSATION AND BENEFITS

In exchange for the performance of the above services, CITY agrees to compensate EMPLOYEE during the period of the contract as follows:

Salary: The EMPLOYEE will earn an hourly salary of \$50.00. It is anticipated that EMPLOYEE will work up to 25 hours per week. In the capacity of Information Systems Manager, the EMPLOYEE is classified as exempt for F.L.S.A. purposes and is therefore ineligible for over time compensation.

Retirement: CITY and EMPLOYEE will not pay into the CalPERS program. As a CalPERS retired annuitant, EMPLOYEE will not work more than 960 hours in the fiscal year.

Workers Compensation and other Benefits: The CITY provides workers' compensation benefits as required by law. The CITY and the EMPLOYEE contribute the required percentage for Medicare. The EMPLOYEE pays into State Disability Insurance.

HOLIDAYS

The EMPLOYEE will not be compensated for any holidays observed by the CITY.

VACATION/SICK LEAVE

The EMPLOYEE will not be provided with any paid vacation or sick leave.

GENERAL PROVISIONS

This agreement shall become effective upon execution by all parties and supersedes any and all previous employment agreements between the EMPLOYEE and the CITY. The text herein shall constitute the entire agreement between the parties. It shall be binding upon and inure to the benefit of the heirs at law and executors of the EMPLOYEE.

Venue for any litigation resulting from litigation to enforce any provision of or resulting from this agreement or the at will employment relationship herein established, is specifically agreed and declared by both parties to be in the Superior Court of Fresno County, California, or the United States District Court, Eastern District located in Fresno, California.

This Agreement represents the total and complete understanding of the parties regarding the subjects set forth herein. Any other oral understandings or other prior understandings shall have no force or effect. This Agreement shall supersede any and all prior agreements between the parties regarding the subject of this Agreement.

July 2017 Employment Agreement Mark Rau Page 3 of 3

This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both parties.

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

CITY	<u>EMPLOYEE</u>
Luke Serpa, City Manager	Mark Rau, Contract Information Systems Manager
Date	Date



AGENDA ITEM NO:

City Manager:



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO:

Mayor and City Council

FROM:

Administration

DATE:

July 17, 2017

SUBJECT:

Consider Approval - Designation of Voting Delegate and Alternate for the 2017

League of California Cities' Annual Conference and Business Meeting,

September 13-15, 2017

ATTACHMENTS: Annual Conference Voting Procedures Report

CONFLICT OF INTEREST

None

RECOMMENDATION

That the City Council takes action to designate the Mayor, or another member of the Council, as the City's voting delegate for the League of California Cities' Annual Conference for transacting business at the annual business meeting and that an alternate voting delegate also be designated.

EXECUTIVE SUMMARY

The annual business meeting of the League of California Cities will be conducted in conjunction with the Annual League Conference, September 13-15, 2017. In order for the City to cast votes on policy matters coming before the League, it must take action to designate a voting delegate and an alternate voting delegate who will be issued credentials for voting purposes. This authority may not be transferred unofficially and must be accomplished only by action of the City Council.

BACKGROUND

Voting on official business and policy matters of the League of California Cities occurs each year at the annual business meeting, held in conjunction with the Annual League

Conference. This year the meeting will be held in Sacramento, California on Friday, September 15, 2017. The voting process for the annual business meeting requires that a voting delegate be designated from each member city by action of the City Council. Credentials will be issued to the voting delegates when they sign in at the Annual Conference in order to enter the area for voting delegates and for actual voting purposes. The attached report from the League of California Cities outlines the procedure to ensure integrity of the voting process.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

In order for the City to exercise its membership responsibility for policy direction of the League of California Cities, it is necessary to vote on such matters at the annual business meeting.

ACTIONS FOLLOWING APPROVAL

The League of California Cities will be advised in writing of the City official designated as the voting delegate and the alternate voting delegate for the City of Clovis.

Prepared by: Jacquie Pronovost, Exec. Asst.
Submitted by: Luke Serpa, City Manager



CITY:	.81	
	*	

2017 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, <u>September 1, 2017</u>. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate <u>one voting</u> <u>delegate and up to two alternates</u>.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE	
Name:	-
Title:	NI .
2. VOTING DELEGATE - ALTERNATE	3. VOTING DELEGATE - ALTERNATE
Name:	Name:
Title:	Title:
AND ALTERNATES. OR	FION DESIGNATING VOTING DELEGATE rovided reflects action by the city council to e(s).
Name:	E-mail
Mayor or City Clerk (circle one) (signature) Date:	Phone:
Please complete and return by Friday, Sep	tember 1, 2017

League of California Cities ATTN: Carly Shelby 1400 K Street, 4th Floor Sacramento, CA 95814 FAX: (916) 658-8240 E-mail: cshelby@cacities.org (916) 658-8279