



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.

August 7, 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 Bessinger

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

- A. Presentation by Consolidated Mosquito Abatement District Manager Steve Mulligan Regarding Mosquito Abatement in Clovis.

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

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

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

1. ADMINISTRATIVE ITEMS

A. ADMINISTRATION (City Manager, City Clerk, Finance)

1. Consider Approval – Res. 17-____, Authorize changes to the Core Area Development Impact Fee Reduction for In-Fill Development Program and Receive and file Report on Status of the Core Area Development Impact Fee Reduction Program for In-Fill Development program. (Staff: A. Haussler)

B. COMMUNITY AND ECONOMIC DEVELOPMENT

1. Receive and File - Report on a Strategy to Promote the Sierra Gateway Commerce District as a Destination for Medical Related Business. (Staff: A. Haussler)

C. PLANNING AND DEVELOPMENT SERVICES

1. Consider Introduction – Ordinance 17-____, An Ordinance of the City Council of the City of Clovis amending Chapter 8 of the Clovis Municipal Code Pertaining to expedited, streamlined permitting process for electrical vehicle charging stations. (Staff: D. Stawarski)

D. PUBLIC SAFETY

1. Receive and File – Update and Review of the Police Department. (Staff: M. Basgall)

2. CITY MANAGER COMMENTS

3. COUNCIL ITEMS

- A. Council Comments

ADJOURNMENT

Meetings and Key Issues			
Aug. 8 – Sep. 4, 2017	Summer Recess		
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
Nov. 6, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Nov. 13, 2017 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Nov. 20, 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 17, 2017 Council meeting.
- 2) Adopt – Ord.-17-14, An Ordinance of the City Council of the City of Clovis adding Chapter 31 to Title 5 of the Clovis Municipal Code Pertaining to Prevention of Credit Card Fraud at Public Lodging Facilities. (Vote: 5-0)
- 3) Adopt - Ord. 17-15, 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. (Vote: 5-0)
- 4) Approval – Waive Normal Purchasing Process and approve the purchase of replacement desktop computers and servers using competitively bid contracts with purchasing provisions for California State and Local government agencies.
- 5) Approval - Waive normal purchasing process and authorize the renewal of Geographic Information System software maintenance and support from ESRI, Inc.

B. ADMINISTRATION

- 1) Approval - 2017 Master Service Plan Update.

C. COMMUNITY AND ECONOMIC DEVELOPMENT

- 1) No items.

D. FINANCE

- 1) No items.

E. GENERAL SERVICES

- 1) Approval – Contract with Lamar Advertising for exterior transit bus advertising.
- 2) Approval – Authorization of an Agreement between the City of Clovis and the City of Fresno for Fixed Route Transit Services for FY 17-18.

F. PLANNING AND DEVELOPMENT SERVICES

- 1) Approval - Final Acceptance for CIP 14-16, Letterman Park ADA Improvements.
- 2) Approval - Bid Award for CIP 14-21, Shaw/Locan Traffic Signal & Widening, and; Authorize the City Manager to execute the contract on behalf of the City.
- 3) Approval - Final Acceptance for CIP 16-18, Trail Pavement Maintenance 2017.
- 4) Approval – Res. 17-____, Final Map for Tract 6080, located at the southwest area of Ashlan and Highland Avenues (Ashlan/Highland No.1, LP – McCaffrey Homes).
- 5) Approval – Res. 17-____, Annexation of Proposed Tract 6080, located at the southwest area of Ashlan and Highland Avenues, to the Landscape Maintenance District No. 1 of the City of Clovis (Ashlan/Highland No.1, LP – McCaffrey Homes).
- 6) Approval – Res. 17-____, Final Map Tract 6101, located on the southeast corner of Leonard Avenue and Dakota Avenue. (DeYoung Properties).

- 7) Approval – Res. 17-____, Annexation of Proposed Tract 6101, located on the southeast corner of Leonard Avenue and Dakota Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (DeYoung Properties).
- 8) Approval – Res. 17-____, Final Map for Tract 6068, located on the southeast corner of Shaw Avenue and Highland Avenue. (DYP 6068, L.P. – DeYoung Properties).
- 9) Approval – Resolution No. 17-____, Annexation of Proposed Tract 6068, located on the southeast corner of Shaw Avenue and Highland Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (DYP 6068, L.P. – DeYoung Properties).

G. PUBLIC SAFETY

- 1) Approval – Res. 17-____, Confirming Weed and Rubbish Abatement Charges for 2017.

H. PUBLIC UTILITIES

- 1) Approval – Contract Award for Landscape Maintenance Services in LMD Zone 1, LMD Zone 2, LMD Zone 3, LMD Zone Loma Vista, General Fund Right-of-Way, and General Fund Miscellaneous.
- 2) Approval – Authorizing the execution of a Purchase Agreement to acquire property designated as APN 300-080-04 located in Clovis, CA northwest and adjacent to the City of Clovis Landfill, from Daniel James Fleming in the amount of \$500,000; and Approval - Res. 17-____, Amending the 2017-2018 Community Sanitation budget to allocate funds for purchase of the property.
- 3) Approval – Authorizing the execution of a Purchase Agreement for property located at 1665 Tollhouse Road, Clovis, CA from Anlin Industries in the amount of \$7,200.
- 4) Receive and File – Public Utilities Report for the month of May 2017.

I. REDEVELOPMENT SUCCESSOR AGENCY

- 1) No items.

CLOVIS CITY COUNCIL MEETING

July 17, 2017

6:00 P.M.

Council Chamber

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

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

6:02 - PRESENTATION OF PROCLAMATION RECOGNIZING THE WEEK OF AUGUST 6-12, 2017 AS INTERNATIONAL ASSISTANCE DOG WEEK.

Councilmember Bessinger presented a proclamation to Ed Crane recognizing the week of August 6-12, 2017 as International Assistance Dog Week.

6:12 - PUBLIC COMMENTS

Don Watnick, representing Center Stage Community Theatre, commented on the play opening up this weekend – Fiddler on the Roof, and asked for community support.

Robert Martin, resident, commented on vandalism on his property and complained about the Police Department's response.

Tom Bell and Marcus Dibuduo commented on a proposed annexation agreement in the Dry Creek Preserve and requested the item be placed on the agenda for consideration. Staff responded that the proposed agreement will be heard in conjunction with the Master Plan and proposed project.

Dale Mitchell, Dry Creek Preserve resident, commented on the Master Plan for his neighborhood and recommended the annexation agreement run with the Master Plan.

6:45 CONSENT CALENDAR

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, that the items on the Consent Calendar, except item C1, be approved. Motion carried by unanimous vote.

- A1) Approved - Minutes for the July 10, 2017 Council meeting.
- D1) Received and Filed - Investment Report for the month of May 2017.
- D2) Received and Filed - Treasurer's Report for the month of May 2017.
- F1) Approved – **Res. 17-77**, Final Map Tract 6127, located on the northeast area of Leonard Avenue and Barstow Avenue. (Woodside Homes).
- F2) Approved – **Res. 17-78**, 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).
- H1) Approved – **Res. 17-79**, 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.

- 6:47 ITEM 1A - APPROVED – 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

Housing Program Manager Heidi Crabtree presented a report on a request to 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. 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. Matthew Grundy, Executive Director for Habitat for Humanity, spoke in support of the request. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve a request to 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. Motion carried by unanimous vote.

- 7:06 ITEM 1B - APPROVED – **RES. 17-80**, ADOPTION OF THE CITY OF CLOVIS 2017-18 ANNUAL ACTION PLAN FOR EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS; AND CONSIDER APPROVAL - **RES. 17-81**, AMENDING THE 2015-16 ANNUAL ACTION PLAN

Housing Program Manager Heidi Crabtree presented a report on a request to adopt the City of Clovis 2017-18 Annual Action Plan for expenditure of Community Development Block Grant Funds; and Consider Approval - Res. 17-81, Amending the 2015-16 Annual Action Plan. The U. S. Department of Housing and Urban Development (HUD) requires the City to adopt the 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. 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. There being no public comment, Mayor Whalen closed the public portion. Discussion by the Council. Motion by Councilmember Mouanoutoua, seconded by Councilmember Ashbeck, for the Council to adopt the City of Clovis 2017-

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

18 Annual Action Plan for expenditure of Community Development Block Grant Funds; and approve amendments to the 2015-16 Annual Action Plan. Motion carried by unanimous vote.

7:30 CONSENT CALENDAR ITEM (C1) APPROVED – PROGRAM GUIDELINES FOR CITY OF CLOVIS HOME REHABILITATION GRANT PROGRAM AND COMMUNITY DEVELOPMENT BLOCK GRANT MICROENTERPRISE PROGRAM

Housing Program Manager Heidi Crabtree presented a report on a request to approve Program Guidelines for City of Clovis Home Rehabilitation Grant Program and Community Development Block Grant Microenterprise Program. 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. There being no public comment, Mayor Whalen closed the public portion. Discussion by the Council. Motion by Councilmember Mouanoutoua, seconded by Councilmember Ashbeck, for the Council to approve Program Guidelines for City of Clovis Home Rehabilitation Grant Program and Community Development Block Grant Microenterprise Program. Motion carried by unanimous vote.

7:35 ITEM 1D - RECEIVED AND FILED - REVIEW FUNCTIONS OF THE GENERAL SERVICES DEPARTMENT

General Services Director Shonna Halterman presented an update to Council on the department and divisions. There being no public comment, Mayor Whalen closed the public portion. Discussion by the Council. It was the consensus of Council to receive and file the report.

7:54 ITEM 1E - APPROVED - RES. 17-82, AMENDING THE CITY'S MASTER ADMINISTRATIVE FEE SCHEDULE PERTAINING TO SENIOR CENTER AND RECREATION FEES.

General Services Director Shonna Halterman presented a report on a request to amend the City's Master Administrative Fee Schedule Pertaining to Senior Center and Recreation Fees. In order to provide programs, activities, and facilities for senior services and recreation, a portion of the operating and staff costs need 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. 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.

Valerie Ward, art teacher at Senior Center, spoke in opposition to the fee increases. Lucy Lopez, John Shanoian, Georgia Verduco, Resident, Angel Lopez, Rita Girard, Judy Moriogan, Ron Sundquist, residents, and Senior Center users, spoke in opposition

to the proposed increases. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve recreation fees changes, rethink the other fees, continue to a date uncertain, and bring back to city council for future consideration. Motion carried by unanimous vote.

9:10 ITEM 1C - APPROVED INTRODUCTION – ORD. 17-15, 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

Building Official Doug Stawarski presented a report on a request to approve the introduction of 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. 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. There being no public comment, Mayor Whalen closed the public portion. Discussion by the Council.

Motion by Councilmember Flores, seconded by Councilmember Ashbeck, for the Council to approve the introduction of an ordinance 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. Motion carried by unanimous vote.

9:13 ITEM 1F - APPROVED – RES. 17-83, AMENDING THE CITY'S MASTER ADMINISTRATIVE FEE SCHEDULE FOR THE CLOVIS FIRE DEPARTMENT OPERATIONS, ENFORCEMENT AND INSPECTION ACTIVITIES

Life and Safety Manager Chad Fitzgerald presented a report on a request to amend the City's Master Administrative Fee Schedule for the Clovis Fire Department Operations, Enforcement and Inspection Activities. 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. 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 request to amend the City's Master Administrative Fee Schedule for

the Clovis Fire Department Operations, Enforcement and Inspection Activities. Motion carried by unanimous vote.

- 9:30 ITEM 1G - APPROVED - **RES. 17-84**, 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

Management Analyst Ryan Burnett presented a report on a request to approve a Proposed Mitigated Negative Declaration and adopting a Mitigation Monitoring Program for Community Investment Project, CIP13-22, Enterprise Canal Bridge Replacement at Leonard Avenue. 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. There being no public comment, Mayor Whalen closed the public portion. Discussion by the Council. 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 proposed Mitigated Negative Declaration and adopting a Mitigation Monitoring Program for Community Investment Project, CIP13-22, Enterprise Canal Bridge Replacement at Leonard Avenue. Motion carried by unanimous vote.

- 9:40 ITEM 2A1 - APPROVED – **RES. 17-85**, 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.

Police Captain Mike Casida presented a report on a request to approve 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. 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. There being no public comment, Mayor Whalen closed the public portion. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve 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. Motion carried by unanimous vote.

9:45 ITEM 3 - CITY MANAGER COMMENTS

City Manager Luke Serpa commented on changes to the distribution of Transit Oriented Distribution Council of Governments funding.

9:47 ITEM 4A - APPROVED – DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR THE 2017 LEAGUE OF CALIFORNIA CITIES' ANNUAL CONFERENCE AND BUSINESS MEETING, SEPTEMBER 13-15, 2017.

Mayor Whalen presented a report on designation of voting delegates and Alternate for the 2017 League of California Cities' Annual Conference and Business Meeting, Sept. 13-15, 2017. 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. 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 appoint Mayor Whalen as the voting delegate, and Mayor Pro Tem Bessinger as the alternate for the annual business meeting of the League of California Cities will be conducted in conjunction with the Annual League Conference, September 13-15, 2017. Motion carried by unanimous vote.

9:48 Council Comments

Councilmember Mouanoutoua commented on tours of General Services and requested staff work with the City of Fresno regarding Transit services in and out of Clovis and Fresno. He also commented on a complaint from resident regarding recreational vehicle parking in residential neighborhoods. He also asked about Chamber of Commerce building and requested to have item placed on the agenda. Consensus of Council to prepare a Friday report on status of building.

Councilmember Ashbeck thanked the Police Department for the work they have done in a neighborhood that had complaints about drones.

Mayor Whalen commented on a photo taken on the trail when a resident put water bottles on the trail.

10:02 ITEM 5A. CLOSED SESSION

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.

B. Government Code Section 54956.8

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN 300-080-04

88.60 AC in E1/2 SEC 29 T11R21 (adjacent to City of Clovis Landfill)

Agency Negotiators: D. Wolfe, L. Serpa, S. Redelfs

Negotiating Party: Daniel J Fleming

Under Negotiation: Price & Terms

ADJOURNMENT

Mayor Whalen adjourned the meeting of the Council to August 7, 2017

Meeting adjourned: 10:25 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 7, 2017

SUBJECT: Adopt – Ord.-17-14, An Ordinance of the City Council of the City of Clovis adding Chapter 31 to Title 5 of the Clovis Municipal Code Pertaining to Prevention of Credit Card Fraud at Public Lodging Facilities. (Vote: 5-0)

Adopt - Ord. 17-15, 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. (Vote: 5-0)

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



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: City Clerk Department

DATE: August 7, 2017

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

CONFLICT OF INTEREST

None.

RECOMMENDATION

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

EXECUTIVE SUMMARY

Included in the 2017-2018 Budget are funds to purchase computers for all departments and servers for applications. The computers and servers are to provide upgrades and replacement of obsolete, worn-out equipment and to equip new employees with computers. The computers are allocated to the various departments based on need. Upgrades are necessary to improve the work performance of clerical and technical positions. A portion of the computers to be purchased are to replace units that have high failure and repair rates, or are unable to run upgraded software. Staff is recommending purchasing the replacement computers using previously competitively bid contracts with purchasing provisions for California State and Local government agencies.

BACKGROUND

As in prior years, the Information Services Division is requesting approval to purchase computers and servers through other competitively bid contracts by other agencies, such as the California Multiple Award Schedule (CMAS). With the proliferation of competitively

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

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

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

FISCAL IMPACT

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

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

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

Prepared by: Jesse Velez, I.T. Manager

Submitted by: 
John Holt, Assistant City Manager



AGENDA ITEM NO: **CC-A-5**
City Manager: 

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: City Clerk Department

DATE: August 7, 2017

SUBJECT: Approval - Waive normal purchasing process and authorize the renewal of Geographic Information System software maintenance and support from ESRI, Inc.

CONFLICT OF INTEREST

None.

RECOMMENDATION

That the Council authorize the City Manager to execute a three (3) year software and support agreement with ESRI, Inc. for the city's Geographic Information System software for \$172,500 plus tax, payable at \$57,500 each year.

EXECUTIVE SUMMARY

Our current ESRI, Inc. three (3) year software agreement expires in September. ESRI, Inc. offers cities with populations of 100,000 licensing of its core applications plus additional software at a flat cost of \$57,500 per year with a three (3) year contract. This enables the City to simplify the licensing and update process and adds capabilities through additional products otherwise licensed separately.

In order to remain in compliance with the licensing and use of the geographic information systems (GIS) software, it is recommended that the three (3) year standard maintenance contract be renewed.

BACKGROUND

ESRI, Inc. is the preeminent software for geographic information systems (GIS). The City of Clovis uses ESRI software in developing, maintaining, and distributing geographic-based

information throughout the region. GIS has historically been used extensively by City employees, including Police, Fire, Public Utilities, and Planning and Development Services.

There is significant potential to increase application of GIS technology in many operational and technical areas within the city. We believe that the City will greatly benefit from an enterprise license agreement (ELA) in:

- Lower cost per unit for licensed software
- Reduced administrative and procurement expenses
- Maintenance on all ESRI software under a single agreement
- Flexibility to deploy software products when and where needed

The ELA will continue to give City staff access to tools needed for development of maps and maintenance of information databases. This includes tools for developing and distributing GIS data via the web.

The City's current maintenance contract with ESRI will expire in September. There is a slight increase in the cost from the current expiring contract. Staff is recommending that the three (3) year ELA at \$57,500 per year be renewed as the standard maintenance contract.

FISCAL IMPACT

The cost of purchasing the upgraded licenses and maintenance is included in the I.T. Division budget for Fiscal Year 2017-2018.

REASON FOR RECOMMENDATION

In order to remain in compliance, we must renew our licensing agreement. The proposed ESRI Small Municipal and County Enterprise License Agreement provides more functionality at a reduced cost per unit to the city and guarantees a renewal rate until at least 2020.

ACTIONS FOLLOWING APPROVAL

After Council approval, Staff will renew the maintenance agreement with ESRI, Inc. under the proposed Small Municipal and County Enterprise License Agreement.

Prepared by: Jesse Velez, Information Technology Manager

Submitted by: 
John Holt, Assistant City Manager



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 7, 2017

SUBJECT: Approval - 2017 Master Service Plan Update

ATTACHMENTS: Draft 2017 Master Service Plan

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve the 2017 Master Service Plan Update.

EXECUTIVE SUMMARY

The City's Master Service Plan is a comprehensive overview how the City provides municipal services and how it plans to provide future services. The term "municipal services" refers to the full range of services that a public agency provides or is authorized to provide. The Master Service Plan is used by the Fresno County Local Agency Formation Commission (LAFCo) in determining boundary changes and sphere of influence updates for the City. The 2017 Master Service Plan update incorporates sections of the previous Master Service Plan, the 2014 General Plan Update, the 2017-2018 City of Clovis Budget, and the Water, Wastewater and Recycled Water Master Plans into one document. The Master Service Plan was last updated in 2014.

BACKGROUND

The preparation of a Master Service Plan is a requirement of California Government Code Section 56653(a), Fresno County LAFCo Procedures Sections 400-403. According to LAFCo Procedures, the City's Master Service Plan is required to be reviewed annually and updated as necessary with any changes to be evaluated and approved by the City Council.

The draft 2017 Master Service Plan update has been submitted to LAFCo for its review and comments on July 10, 2017. Staff has not received any comments back as of the date this report was drafted. It is anticipated that during the review of the application for the proposed change in the Sphere Of Influence (SOI) in the northeast area, LAFCo and city staff will incorporate any comments received.

California Environmental Quality Act (CEQA)

Based on the evidence contained in the record, this item does not have the potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. Therefore, pursuant to CEQA Guidelines Section 15378, this item is not defined as a project and not subject to review under CEQA.

FISCAL IMPACT

None

REASON FOR RECOMMENDATION

Periodic review and update of the City's Master Service Plan is a policy of Fresno County LAFCo. The Master Service Plan is used to support boundary changes and sphere of influence updates and amendments. It is also used as informational document for the general public. As such, staff recommends approval of the 2017 Master Service Plan update.

ACTIONS FOLLOWING APPROVAL

Should the City Council approve the submitted 2017 Master Service Plan Update, staff will file and distribute to LAFCo.

Prepared by: John Holt, Assistant City Manager

Submitted by: 
John Holt, Assistant City Manager



CITY OF CLOVIS

DEPARTMENT OF PLANNING AND DEVELOPMENT SERVICES

2017 Master Service Plan Update

CITY OF CLOVIS

2017 Master Service Plan Update

Luke Serpa, City Manager
John Holt, Assistant City Manager
Dwight R. Kroll, AICP, Director of Planning and Development Services

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General Government

Administration

 The City of Clovis was incorporated in 1912 and is a general law city. The City is located in the northeast quadrant of the Fresno-Clovis Metropolitan Area (FCMA). As of January 2017, the City covered 24.36 square miles in area. Clovis has a Council/Manager form of government.

The City Council is made up of five council members representing the City at large. The mayor and mayor pro tempore are appointed by the seated City Council and traditionally serve a two-year term. Regular Council meetings are the first, second, and third Mondays of each month. The City Council sets policy, approves the City's budget, and approves land use policies. The Council also acts on the recommendation of the City Manager, who is appointed by the Council to implement the plans and policies of the Council.

The City Manager's Office is a cost control center for general city administration. The City Manager utilizes the tools of management audits to evaluate various departments and city services, looking for ways to reduce the cost of services or ways to improve the delivery of those services which might result in cost reduction or other efficiencies. The City Manager's Office also manages and promotes community and economic development efforts. These efforts increase the community's tax base, create jobs for Clovis' unemployed and future employment opportunities for the children growing up in the community, and enhance the economic viability and vitality of the older areas of Clovis.

The City Manager is responsible for administering city operations, finances, activities, and projects consistent with City Council policy directives. In accordance with the Municipal Code, the City Manager also serves as the Personnel Officer, appointing and removing employees on recommendation of the various department heads. General Services, Finance, Planning and Development Services, Police, Fire, and Public Utilities are the major city departments reporting to the City Manager.

Professional legal services of the City Attorney are obtained by contract as determined by the City Council. The City Attorney is the City's chief legal advisor, representing the City in civil actions and prosecuting violations of the Municipal Code. The City Attorney also drafts ordinances, resolutions, contracts, leases, deeds, covenants, and other legal documents required by the City Council and City departments.

The Assistant City Manager / City Clerk provides policy analysis and administrative oversight of all city departments in support of the City Manager. In addition, the Assistant City Manager has direct oversight responsibility for growth management and development services.

Citizen Participation and Reorganization

Becoming a resident of the Clovis community offers citizens a number of advantages. Annexation to the City of Clovis provides an opportunity to share existing, efficient public services as well as allowing for a more extensive involvement in City and community affairs. Residents will find all city service departments responsive to their requests for both information and service.

Citizens are encouraged to attend the regular City Council and Planning Commission meetings held at the City's centrally located Civic Center. These meetings are designed to allow every citizen in the community the opportunity to be involved in important issues and a chance to speak up and be heard by municipal leaders. After annexation, property owners and residents continue to be represented by the Fresno County Board of Supervisors. In addition, they gain local representation through the Clovis City Council.

Annexations are subject to legal procedures and policy guidelines established to ensure orderly City growth and the efficient provision of services to new Clovis residents and to remaining Fresno County residents. Proposals for reorganization are subject to the Cortese-Knox Local Government Reorganization Act of 2000, and to review by the Fresno County Local Agency Formation Commission (LAFCO). A LAFCO has been established in each county of California to serve as an impartial body responsible for overseeing the formation and boundary changes of cities and special districts. LAFCO is required by state law to review and make a determination of approval or denial of all annexations or other changes of organization to cities and special districts.

The act of reorganization transfers political jurisdiction for an area from one local government agency to another. An annexation to a city that includes detachment from special districts located in the County is called reorganization. Annexations to the City of Clovis involve detachment of the area to be annexed from the Fresno County Fire Protection District and the Kings River Conservation District, and are therefore, entitled "reorganizations."

Development Responsibility

All services related to the development of the newly annexed areas will be the responsibility of the City of Clovis. The City will prezone newly annexed lands consistent with the Clovis General Plan. Uses that are currently permitted by County code will be permitted upon reorganization to the City.

Addresses

Street addresses in the City are established at the baselines of Sierra and Minnewawa Avenue alignments, differing from County address baselines at Thorne/Blackstone and Tulare/Kings Canyon Avenues. After annexation, residents are notified of their address change and given one year by the Post Office to make the correction. Emergency services countywide are advised of address changes resulting from annexation.

Bonded Indebtedness/Debt Obligations

The City of Clovis has several long-term debt obligations consisting of tax allocation bonds, assessment district bonds, revenue bonds, certificates of participation, long-term loans, capital leases, and long term contracts. At the present time, there is no outstanding general obligation bond debt.

The City utilizes long-term debt to fund its capital needs. It is City policy to undertake long-term debt to fund capital assets (including infrastructure) when those assets will be a benefit over several budget years and there is a need to conserve liquid assets. The City has been able to finance various projects with very attractive rates due to the city's favorable credit rating.

General obligation bonds are direct obligations of the City, are backed by the full faith and credit of the City, requiring voter approval, and may have a tax rate set to cover repayment. General obligation debt is also subject to a legal debt limitation. The City has not issued any general obligation debt since 1985, and does not intend to issue general obligation debt during the 2016-17 budget year. Future projects that may use general obligation debt include parkland acquisition and improvements.

Financial Policies for Provision of Current and Future Municipal Services

The City Council has established fiscal policies that govern the City's financial administration and are designed to safeguard the City's assets, provide for a stable funding base, and ensure that adequate accounting data are compiled. These accounting data allow for the preparation of various accounting reports such as this budget and the annual year-end financial report. Following are the financial policies that provide the basis for the financial direction of the City.

- The City's budget policy states that all operating budgets shall be balanced and ongoing costs will not exceed current revenues plus available fund balance that exceeds reserve fund requirements. The minimum reserve for any operational fund is 10% of the budgeted expenditures with the goal for reserves of up to 15% of budgeted expenditures unless capital borrowing or extraordinary fiscal conditions require that higher levels of reserves be maintained. As discussed during the five-year forecast, the General Fund target reserve is now set at 25%.

Budgetary and purchasing controls have been instituted that ensure adherence to the adopted budget.

- The Enterprise Funds are to be fully supported by user fees and charges, and the Internal Services Funds are to be funded at appropriate levels to ensure reasonable ability to respond to unforeseen events. Annually, the City has designated a contribution of general funds to the General Government Services Fund (an Internal Service Fund) to address the building space needs for new fire stations, safety training facilities, regional park facilities, business and industrial parks, upgrades and new technology for improved productivity, and major remodeling, repairs, or additions to existing facilities.
- The City will not issue long-term debt to cover current operations. The City will consider the issuance of long-term debt to purchase/build capital assets when those assets will benefit users over several years and it is determined that it is more equitable to spread the capital investment and financing costs of the asset to current and future users of the asset.
- Annually the City will have an independent audit of its financial records prepared by a certified public accountant pursuant to generally accepted auditing practices of the government finance industry and submit an annual financial report to the City Council by December 31 for the previous fiscal year.
- Fees for services provided will be charged directly to users of the services when appropriate and should cover the full cost of service delivery. Fees will be reviewed on an annual basis to ensure that the fee is appropriate for the service provided compared to actual cost or an approved cost index.
- Development impact fees will be established to ensure that new growth pays the cost of infrastructure improvements and is not a burden to existing tax payers.
- The City will invest available cash assets in a manner consistent with the safeguards and diversity that a prudent investor would adhere to with primary emphasis on preservation of principal, sufficient liquidity to cover anticipated payment outflows, and high yields consistent with the first two goals. The City's investments will be consistent with Section 53601 of the Government Code of the State of California that identifies which types of investments are eligible for investment of public funds and the maximum percentage of an investment portfolio that is allowed for any one investment.
- At least three times throughout the fiscal year the Council will review actual performance compared to budget and approve actions to bring the budget into balance, if necessary.

The City is in compliance with all of its financial policies.

Long-Range Goals

The vision statement developed at the last Citizens' Summit in consultation with the City Council provides guidance for city policy and operations. The purpose of the statement is to articulate the most desirable qualities that will prevail in the City of Clovis of the future,

building on the City's current values and opportunities, and inspiring its citizens to achieve the community's potential. Our Vision for Clovis:

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

This statement is intended to serve as a guide for future design of the city and its services to make sure decisions are made that will perpetuate community values and further enhance the quality of living.

The City Council periodically conducts goal-setting and strategic planning workshops to develop a blueprint of goals and target actions. Goals express the expectation for direction and achievement for the next five-year period or longer, and target actions are those programs and projects to be addressed with the budget cycle to help achieve the goals. These are reviewed and updated annually. The priority goals for Clovis 2017-2021 and beyond are:

1. Provide for orderly and planned community growth consistent with the vision adopted with the General Plan.

- Implement the General Plan (updated August 2014) to respond to community land use and planning for the next 20 years with consideration for the principles of the Regional Blueprint, state laws addressing climate change, energy and water conservation, and financial sustainability; ensure that infrastructure and service capacity are provided concurrent with the demands of growth and development. In progress.
- Seek opportunities to include policies that encourage use of "green" building practices, energy and water conservation; provide trails to link neighborhoods and village centers designed for active living. In progress.
- Stabilize and reinvigorate older neighborhoods and continue a focus on public infrastructure, code enforcement and housing improvements for Southwest Clovis. In progress.
- Seek grant funding for corridor planning to encourage a transition of the Shaw Avenue East business corridor from retail only to mixed use concepts of retail, office, hospitality, and housing. Grant awarded.
- Seek grant funding for parks and green space that would rehabilitate existing facilities, conserve water, and reduce maintenance; but moderate efforts to invest in new facilities unless funding to maintain these new facilities is available. In progress.
- Assure safe building designs and occupancies; continue to address ADA compliance issues consistent with the ADA Accessibility Transition Plan. In progress.

2. Make Clovis the safest City in the Valley providing quick and effective response to high priority calls for emergency services.

- Continue to take a diligent approach to law enforcement and a zero tolerance for criminal activity. In progress.
 - Prioritize response to calls for service from sworn police officers in order to maintain target response times for high priority calls for emergency services; rely on non-sworn staff and volunteers in patrol to assist with lower priority calls and support services. Utilize technology to enhance police officer availability. In progress.
 - Take a preventive approach to safety through public education utilizing community volunteers and citizen partnerships. In progress.
 - Support Clovis Emergency Response Team (CERT) and continue to prepare the community for emergencies and disasters with active volunteers. In progress.
 - Create a safe feeling for residents and visitors in the community. Ongoing.
 - Enforce neighborhood preservation and code enforcement to preserve and maintain the integrity of neighborhoods and deter crime utilizing more non-sworn staff and volunteers in patrol. Ongoing.
 - Enhance community appearance as a crime fighting tool. Ongoing.
- 3. Provide for economic development strategies to grow businesses, jobs, and to enhance the revenue base of the community; position the City to compete in the global market.**
- Actively pursue business retention, expansion, and attraction throughout the City and provide business assistance and incentives as appropriate for job expansion. Ongoing.
 - Focus marketing efforts on business contact to develop leads for filling existing retail and office vacancies as well as new construction for business expansion. Ongoing.
 - Foster development of new business parks so that sufficient inventory of shovel-ready sites is available. In progress.
 - Consult with private businesses to seek views on the economy and need for assistance or problem resolution; conduct periodic business roundtable meetings with the City Council. Ongoing.
 - Support businesses seeking incubation for business and job growth and facilitate growth and capacity of the workforce. Ongoing.
 - Identify public and private alliances from local, state, national and international partners that can help advance the City's goals. Ongoing.
 - Support the creation of a Property Based Improvement District for the Shaw Avenue Corridor. Ongoing.
- 4. Provide for a financially sustainable City as the community grows.**

- Continue to review all services and seek opportunities to align fee-for-services revenue with specific services. Ongoing.
- Aggressively pursue grants to fulfill unmet service and capital needs and continue the use of community volunteers of every department. Ongoing.
- Seek opportunities for new alliances for partnerships with other public and/or private entities. Ongoing.
- Schedule periodic workshops for the City Council to examine financial conditions and review alternatives for funding of City services. Ongoing.
- Review options to ensure sustainable wages and benefit packages for employees. In progress.
- Continue to develop programs that will promote job creating opportunities within the community. Ongoing.
- Develop fee structures to promote community investment that supports job generating development. In progress.
- Maintain an appropriate level of reserves in operational funds. Ongoing.

5. Make Clovis a great place for families to live.

- Seek support and assistance from citizens to keep well-maintained, attractive neighborhoods. Ongoing.
- Coordinate efforts for the relocation of the County Library, Senior Activity Center, Recreation Facilities and Transit Hub in the northern Civic Center District. In progress.
- Consider feasibility of expanded recreational facilities. In progress.
- Continue working with local schools for educational excellence and public service partnerships. Ongoing.

6. Foster regional leadership involving City Council and Executive Management.

- Influence decisions made that affect the entire region. Ongoing.
- Share best practices and good ideas with other communities. Ongoing.
- Step up to leadership positions on tough issues for the region. Ongoing.
- Embrace change and opportunities to establish new partnerships. Ongoing.

7. Maintain a distinct community identity and community pride.

- Tell the Clovis story and remain authentic to the historic roots of the community. Ongoing.

- Promote quality of life in Clovis--- it's important to our identity as a community. Ongoing.
- Keep the community traditions and educate and involve citizens. Ongoing.
- Support ways to preserve the City's history. Ongoing.

8. Promote citizen engagement and develop a shared responsibility for community involvement.

- Promote community volunteerism and enhance community partnerships to achieve programs and amenities for residents at minimal or lesser cost. Ongoing.
- Seek alternative ways to offer information provided by the Citizens' Academy and find ways to engage more youth of the community. Ongoing.
- Communicate to residents the ways to sign up for committees and educate/involve citizens in problem solving. Ongoing.
- Continue developing electronic media opportunities. In progress.
- Provide continuous improvement and updates to the website to educate and inform citizens and explore new tools such as computer blogs and online news to reach a wide range of citizens. Ongoing.
- Perform a community survey to gauge citizen satisfaction and priorities. In progress.

9. Maintain Clovis as a public sector employer of choice.

- Emphasize initiative, creativity, responsible problem solving, and accountability to communicate how employees may best contribute to the future sustainability of the City. Ongoing.
- Support activities to maintain a customer service work culture and do things that matter to our citizens. Ongoing.
- Remain competitive for wages/benefits in the marketplace. Ongoing.
- Seek cost effective training methods through alliances with other agencies. In progress.
- Continuously renew succession planning strategies. Ongoing.
- Celebrate our successes. Ongoing.

In achieving these goals and target actions, the City utilizes various long-range planning documents including the General Plan, Specific Plans (for sub-areas of the General Plan), Service and Infrastructure Master Plans, various project and facility plans, employee and community education plans, and Community Investment Programs. These plans are reviewed from time to time to ensure consistency with current law, community needs, and best available technologies.

The General Plan is the guiding document for the City's future growth and community development. The General Plan undergoes major review and update by the City every twenty to

twenty-five years. The Sphere of Influence is required to be reviewed by the Local Agency Formation Commission (LAFCo) every five years. The Sphere of Influence was expanded in April of 2015 by LAFCo. In the intervening years between major revisions of the General Plan, the City has utilized Specific Plans to focus on defined areas of the City for more precise guidelines for land use and development. The Service and Infrastructure Master Plans for Water, Recycled Water, and Sewer provide the implementation details for City services and have been updated to reflect needs identified in the 2014 General Plan Update. The Five-Year Community Investment Program for capital projects provides a schedule of improvement projects and implements the Service and Infrastructure Master Plans as part of the annual budget process. The current tax sharing agreement was completed in June of 2017 with a term of ten years with a five year option.

MAJOR POLICIES

The City Council has adopted the following policies to guide implementation of the long-range goals:

- Public participation is encouraged in the development of the major long-range planning documents.
- Professional and timely delivery of public safety services is a high priority.
- Community growth is supported consistent with the adopted General Plan.
- Development impact fees will be established to ensure that new growth pays the cost of infrastructure improvements and is not a burden to existing residents.
- Debt financing will be considered when current fees and charges cannot pay for capital improvements within a reasonable period of time.
- Development of cohesive neighborhoods is encouraged as the community grows to support active lifestyles and interaction amongst citizens.
- User fees will be charged for services when appropriate and will cover the full cost of service delivery unless exceptions are determined necessary to meet other public needs.

Discretionary versus Nondiscretionary Revenues

The distinction between these categories of revenue is especially important for the General Fund. It is the key to understanding the financing of general government operations and services. Understanding these categories of revenue makes clear how decisions that are made about funding for local government and use of these revenues can affect these core government services. With shrinking sources of revenue, the terms “discretionary” and “non-discretionary” revenues have taken on greater importance.

Discretionary revenues are those for which the City can determine the use, without restriction, by deciding how these funds will be expended and on which programs. Examples of discretionary revenues are property taxes, most sales taxes, and business license fees, all of which may be allocated to support any lawful purpose of the City’s choosing. Discretionary revenues are used to support the General Fund

operations and programs. The primary sources of discretionary revenues are property, sales, and certain other taxes which account for more than 98% of total discretionary funding.

Non-discretionary revenues have restrictions and the City must spend these revenues on the programs for which they are intended. Examples of non-discretionary revenues include gas taxes that must be used for street maintenance; and development fees that must be used for land use entitlement processes and inspections or investment in public improvements associated with new development.

Community Development



Planning and Development Services

The Planning and Development Services Department consolidates the functions of planning, engineering, and building inspection and carries out these responsibilities through those respective divisions. The Department coordinates development from the first plan review to the final sign-off of finished construction. The Department also coordinates the preparation of the Capital Investment Program for all City departments.

The Department is also responsible for all land use planning for the future development of Clovis and for adherence to city, state, and federal codes. The Department is responsible for preparing and ultimately implementing the comprehensive General Plan for the City.

Current and future funding for the Planning and Development Services will come from the General Fund, user fees, permit fees, entitlement fees, and the Planning Program fee.

Planning Division

The Planning Division is responsible for both long-range planning activities and current planning that entails the review of residential subdivisions, apartment projects, conditional use permits, and variances to the zoning ordinance. The Planning Division also provides professional advice for ordinance amendments and for the environmental review and processing services for other City departments. The Planning Division provides enforcement measures for the zoning portion of the municipal code.

Building Division

The Building Division is created under Title 8 of the Clovis Municipal Code with further authority provided by State of California building statutes and applicable federal codes. It is the Division's responsibility to provide to the community minimum standards to safeguard health, property, and public welfare by regulating

and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the City.

Engineering Division

The Engineering Division provides two major services, among others, that are vital to the community. The Division's first major responsibility is to ensure that private development activities meet all City conditions and standards when developing within the City. The Division's second primary responsibility is to implement the City's capital investment program, thereby enhancing the safety and security of the community through the construction of new infrastructure and the maintenance and repair of existing infrastructure.

Economic Development

Economic Development Program

The Economic Development is responsible for fostering a healthy business environment by facilitating business development and investment to expand the City's tax base and for seeking an improved balance of jobs and housing in the City. The Economic Development function is responsible for carrying out the economic development strategies identified within the Economic Development Strategy and the Business Retention, Expansion and Attraction Program. Strategies include marketing for the Clovis Industrial Park and the Central Valley Research & Technology Business Park and acting as a listing service to market City-owned industrial and commercial properties as well as privately held sites. In addition, the Economic Development Program provides cooperation with real estate brokers and land owners. The department also assists business and industry wishing to locate in the City and is responsible for coordination between the City and business organizations such as the Business Organization of Old Town, Clovis Chamber of Commerce, Clovis Tourism Advisory Committee, Economic Development Corporation serving Fresno County, Fresno County Workforce Investment Board, Central Valley Business Incubator, Regional Jobs Initiative, Fresno County Tourism Agency, and Fresno Clovis Convention and Visitors Bureau.

In the 2014 General Plan Update the economic development analysis determined that in the next twenty years of growth the City would add 14,854 households. With most of this being absorbed in the currently developing Loma Vista Urban Village and then the Northwest Urban Village. A standard goal for communities to economically viable is to have 1 job for every unit of housing. The analysis determined that only 10,892 jobs could be absorbed in these growth areas and the City as a whole. In order to continue the critical job growth to allow Clovis to be sustainable, additional land must be made available for job producing uses. The area in the City's Northeast Urban Village includes approximate capacity for

10,000 additional jobs. This area would be able to accommodate enough jobs for both the current growth areas and the future Northeast Growth area residents. In addition the area is unique in that large tracts of land are available with just a few owners, allowing for large scale employers to be sought after. This would have a major impact regionally as there is relatively little acreage available for job generating uses in the region. Seeking the job producing land in the Northeast Urban Village is consistent with the City's General Plan Goal #1 in the Economic Development Element and critical to the fiscal sustainability of Clovis.

Redevelopment Successor Agency

With the elimination of redevelopment, the City of Clovis has become the successor agency to the Clovis Community Development Agency. The Successor Agency is tasked with winding down the Agency by meeting contractual obligations as defined in AB 1x26. The Successor Agency Oversight Board oversees the continued payment of debts considered Enforceable Obligations, the completion of projects and elimination of Agency obligations.

Affordable Housing Program

The goal of the Affordable Housing Program is to increase and improve the supply of affordable housing in the community. The Housing Program administers the Summer Youth Program, Clovis Housing Improvement Loan and Grant Program (CHIP), World Changers, and new construction projects. This division coordinates with county, state, and federal agencies to secure funds for affordable housing construction and rehabilitation projects.

Community Development Block Grant Administration

Community Development Block Grant (CDBG) Administration is responsible for the day-to-day operation of the CDBG Program. The CDBG Administration is responsible for the oversight of the expenditure of CDBG funds per the policies of the Federal Housing and Community Development Department.

Public Safety

Police Department

The responsibility of the Police Department is to provide protection and police-related services to the community. The Department's mission is to do this in a manner that builds public confidence and improves the quality of life in Clovis. Police headquarters is located at the Clovis Civic Center. Currently, the Police Department has 106 sworn officer positions. The current ratio is 0.95 sworn officers per 1,000 residents.

Police protection to the unincorporated areas is provided by the Fresno County Sheriff and California Highway Patrol. The City has a mutual aid assistance agreement with both agencies.

Continued development and annexation will affect services, but the City has proposed future facilities to accommodate growth. The operations of the Police Department, now and as the City grows, will be funded through the General Fund, Community Facilities District (CFD) fund, and grants.

The Department is organized into four major divisions, which are composed of seven budgetary sections as shown below.

Patrol Divisions

The Patrol Division is the most highly visible section of the Police Department and is overseen by a Police Captain. Uniformed Patrol, which includes traffic enforcement, a K-9, the Reserve Unit, and Community Service Officers respond to calls for service and represent the Police Department in their daily contact with the citizens of Clovis. The Patrol Division is also working with all city departments to enforce Muni-Code issues and resolve on-going issues with specific code enforcement. They also deal effectively and appropriately with the criminals they apprehend. The Police Chaplain Program assists the Department and victims of crime during traumatic events or at times of grief. The Patrol Division's aggressive and pro-active approach toward eliminating criminal activity and protecting its citizens has helped create a safe community for the citizens of Clovis.

Planning & Neighborhood Services

Three Police Corporals are assigned to this division and are actively involved in reviewing new construction within the city, oversee code enforcement, alcohol licensing and permits, massage parlors, and practitioners and run the police response to special events in the city. A Corporal also works with our apartment managers throughout the City to help with on-going renter issues.

Communications

The Communications section provides dispatch services for the Police Department and serves as the primary answering point for 9-1-1 calls made from within the City limits. They serve as a resource to police officers, providing automated information as necessary to officers in the field.

Investigations

The Investigations section is responsible for follow-up on all felony cases and preparing the cases for submittal to the District Attorney's Office. The section is divided into two main areas of responsibility: General Investigations and Special Enforcement Team (SET). Computer Crime and Identity Theft cases are up significantly and are beginning to take a toll on other general investigators' responsibilities. SET continues to work with Patrol as a team targeting those criminals that cause a significant number of crimes in our City.

Youth Services

The Youth Services unit is charged with providing services to prevent youth from drugs and alcohol abuse and prevent repeat juvenile offenders. Youth Services supports parents to manage their children and to utilize other youth services providers. The Youth Services Division is also responsible for graffiti removal throughout the city.

Support Services

The Support Services unit encompasses diverse duties that focus on providing outstanding service to its customers and the citizens of Clovis. Division sections and functions include citizen and business services, fleet management, technology, department personnel training, department equipment and supplies management, and Records and Property.

Administrative Services

The Administrative Services Division is the office of Chief of Police which provides leadership and general direction and oversight for the entire department. The Administrative Services Division is responsible for several functions including administrative support to the Chief, special projects, research, internal audits and compliance, Homeland Security, grant administration, public information officer duties, employee injury and oversight of workers' compensation issues. The office support staff also performs a variety of personnel functions regarding recruitment and hiring and also provides support for other division commanders.

Animal Services

The Animal Services Division is responsible for responding to calls for service in the community, investigating cruelty to animal cases, operating the Adoption Center and stray animal facility. The Animal Services Division works closely with Clovis veterinarians to achieve the primary goal of increasing the pet adoption rate, and educating the public on the importance of reducing the pet population through spaying and neutering.

Fire Department



The Fire Department uses two primary measures in determining service for the community and future development. The first measure is distribution. "Distribution" describes station locations that allow for a rapid first-due response deployment to mitigate fire and medical aid emergencies before they result in further life/property loss. Distribution is measured by how much of the jurisdiction is covered by first due units within our adopted total response time goal of arrival within 6:30 minutes or less 90% of the time. The second term, "concentration" is a measure of how many multiple units are within sufficient proximity to provide the necessary tools, equipment and personnel, known as an effective response force, for a large scale incident or when another unit is assigned to a concurrent emergency. An initial effective response force is one that has been determined likely to stop the escalation of a fire emergency and bring it effectively under control.

In addition to these factors, Clovis Fire has conducted several station location studies over the last ten years to ensure efficient and effective operations. Stations normally have the ability to service approximately 4 square miles and are normally located near major street intersections. Current analysis has identified two future station locations to handle current and future City growth depending on the type of development and infrastructure planned for these areas. Currently, the Clovis Fire Department operates out of five fire stations located throughout the City.

In determining desired levels of resource concentration to maintain existing standards and to provide equal protection to future growth areas, the Clovis Fire Department analyzed the risk assessment, call volume, population, critical task

analysis, and industry standards. Depending on the factors previously noted, the number of units needed for an initial effective response force is dispatched as defined in the Critical Task Analysis section of the departments adopted Standard of Cover.

Consideration for community protection must also take into account utilization of Automatic Aid Agreements that provide the closest available resources, regardless of jurisdiction. Using software programs and data, fire staff is able to analyze the concentration of units revealing detailed information regarding the deployment of resources necessary to provide an effective fire fighting force within defined response time goals for a geographic area neighboring other fire protection districts.

Emergency Services Bureau

The Emergency Services Bureau is responsible for providing the resources needed by Fire Department staff who respond daily to requests for emergency and non-emergency services from the citizens of Clovis through four divisions: Operations, Special Operations, Training and Support Services, and Communications. The Operations Division activities include: responding to fires, first responder medical services, mapping, radio communications, apparatus replacement, etc. The Special Operations Division is covered below under Emergency Preparedness. The Training and Support Services Division activities include: recruitment, testing and training of new employees, in-service training for all Fire Department safety employees, coordination of the Fire Explorer program, apparatus maintenance, facilities maintenance, station supplies, etc. The Communications Division has the responsibility for providing dispatch services to the Fire Department. The fire dispatch center coordinates the emergency response of all City fire resources, mutual or automatic aid resources, and general information management. The Department continues to promote sound planning, economic efficiency, and effective use of the City resources while providing essential and valuable services.

Life Safety and Enforcement Bureau

The Life Safety and Enforcement Bureau regulates and enforces fire safety through three divisions using adopted fire codes, standards, and local ordinances while continually educating the citizens and youth in our community about fire behavior and life safety. The Bureau has the responsibility to investigate all fires for cause and origin, and enforce minimum standards to safeguard life or limb, health, property, and public welfare. The provision of public education regarding home safety, disaster preparedness, and arson prevention is critical to maintain a fire-safe community. The Fire Prevention Division provides quality support for our growing community through consultations with developers, plan review, and new construction inspections. In addition, an aggressive weed abatement program reduces fire hazards and helps maintain an attractive community. The

Administrative Services Division activities include: incident response data management, time keeping, and other routine duties performed daily that support the delivery of emergency and non-emergency services.

Emergency Preparedness

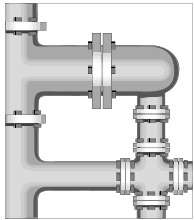
The Emergency Preparedness Division has the responsibility for preparing and carrying out emergency plans to protect property and the citizens of Clovis in case of actual or threatened conditions of disaster or extreme peril. This includes having an emergency plan in place, maintaining an Emergency Operations Center (EOC), and following the Standard Emergency Management System (SEMS) and the National Incident Management System (NIMS) guidelines. The Special Operations Division is managed under the Emergency Services Bureau and has the responsibility for responding to emergency incidents that require specific and advanced training and specialized tools and equipment. The Department currently fields a Hazardous Materials Response Team and an Urban Search and Rescue Team. Some funding for this division is augmented by state and federal grants.

Paramedic Services

The City does not provide paramedic service but receives such service through coordination with the Fresno county-wide emergency medical service contract. Paramedic service is available from America Ambulance Service, a private company. American Ambulance is available on call from private citizens and 9-1-1 public safety dispatchers. When a request for emergency medical aid is received, both American Ambulance Service and the Clovis Fire Department are dispatched. The department is currently studying the performance of paramedic level response and treatment. Depending on this study it could be recommended in the future the City look at providing paramedic level service.

Municipal Utilities

Public Utilities Department



The Public Utilities Department is a service and maintenance organization whose principal duties are to provide essential municipal services including water, wastewater, solid waste handling, street cleaning, and maintenance of the City's street system, parks, and street landscaping. Services also include maintenance of the City's fleet of vehicles and equipment. The Department plays a leading role in water and wastewater planning to ensure these essential services are available when needed.

Utilities and services such as water, sewer, street sweeping, refuse, greenwaste and recycling are supported by user fees through the various Enterprise Accounts. Financing for utility capital improvement projects associated with new growth are funded by development fees.

Organizationally, the Department is divided into two divisions with budgetary responsibilities as shown below.

Utilities, Streets Lights and Signals, and Fleet Division

Street Lighting and Traffic Signals

Street Lighting and Traffic Signals provides maintenance and operations of traffic signals and City owned street lights. It also coordinates repairs of PG&E owned street lights and pays all street light and traffic signal utility bills.

Storm Drain

Storm Drain responds to significant rainfall events by providing sand bags, pumping of flooded areas, monitoring stream channels, placing warning signage, and pumping temporary storm drain basins when needed. It also provides pre-storm cleaning of drain inlets to ensure debris do not hamper proper operation of the storm drain collection system.

Fleet Maintenance

Fleet Maintenance maintains the City's fleet of vehicles and equipment.

Fleet Acquisition

Fleet Acquisition acquires vehicles and equipment for all City Departments and administers the fleet depreciation account.

Wastewater

The Wastewater Section maintains the City's sewer collection system consisting of sewer pipelines and lift stations, and manages the City's 11.6% of capacity rights in the Fresno-Clovis Wastewater Treatment Plant. It is responsible for operation of the City's Water Reuse Facility through a contract operator, and operates the City's recycled water distribution system. Wastewater is also responsible for rate analyses, master planning, and regulatory compliance.

The Wastewater Master Plan Update, Phase 3, (2017 Master Plan) is the latest phase of an effort begun in 1995 to update the City's Wastewater Master Plan. The preceding phase, referred to as the Wastewater Master Plan Update, Phase 2, (2008 Master Plan) was documented in a final report dated June 30, 2008. The 2008 Master Plan addressed planned urban growth in the context of the 1993 Clovis General Plan.

Water

The Water Section is responsible for the production and distribution of the City's water supply, via a network of water mains and wells, and maintains treatment and/or disinfection facilities on all City wells thus ensuring high quality drinking water that meets all state and federal standards. The Water Section operates and maintains the City's Surface Water Treatment Plant and manages all surface water supplies including the acquisition of new supplies for developing areas of the City. This section also conducts groundwater recharge programs, the water conservation program, rate analyses, and master planning.

The City of Clovis completed a Water Master Plan Update in 2017. The City of Clovis has historically relied exclusively on groundwater for meeting the water supply needs of the community. Most cities and communities that are located along the floor of the San Joaquin Valley have similarly grown accustomed to this seemingly endless source of water. It is pristine, cool, and refreshingly palatable to the taste. We take for granted that this groundwater supply will be there, forever. Such is not the case. With the easterly development of the City towards the foothills, the aquifer of the valley is left behind. Other means of supply must be developed to sustain the growth of the community.

Sustainable Groundwater Management Act

The Sustainable Groundwater Management Act (SGMA) gives local agencies the authorities to manage groundwater in a sustainable manner and allows for limited state intervention when necessary to protect groundwater resources. The SGMA requires the creation of groundwater sustainability agencies to develop and implement local plans allowing 20 years to achieve sustainability. The City of Clovis is participating with other local agencies in the North Kings Groundwater Sustainability Agency (NKGSA). Over the next few years the Agency will be developing a plan that will guide the area in providing groundwater sustainability. For more information on the NKGSA please visit the North Kings Groundwater Sustainability Agency website @ www.northkingsgsa.org.

The Kings Basin is located in the southern part of the San Joaquin Valley with the majority of surface water being supplied from the Kings and San Joaquin Rivers. The North Kings Groundwater Sustainability Agency (NKGSA) is one of six GSAs within the Kings Groundwater Subbasin (Kings Subbasin). Through its various surface water resources and several decades of proactive groundwater recharge activities, this portion of the Kings Basin have not experienced significant overdraft conditions experienced elsewhere in the basin. Drought and other challenges, however, have contributed to a gradual decline in overall groundwater conditions that will be address through development of a sustainability plan for the North Kings region.

The North Kings GSA, consistent with the Sustainable Groundwater Management Act of 2014, is developing a Groundwater Sustainability Plan targeted for completion before the legislated deadline of January 31, 2020. This document will be developed in compliance with the California Department of Water Resources' Groundwater Sustainability Plan Emergency Regulations. Developed pursuant to Water Code Section 10733.2, the regulations describe the components of groundwater sustainability plans, intra-basin coordination agreements, and the methods and criteria to be used by DWR to evaluate those plans and coordination agreements.

Key Dates

June 30, 2017 - Establish Groundwater Sustainability Agencies (or equivalent) for all High and medium priority basins – Water Code § 10724(b)

July 1, 2017 - County must affirm or disaffirm responsibility as Groundwater Sustainability Agency if no Groundwater Sustainability Agency has been established – Water Code § 10724(b)

January 31, 2020 - Each groundwater sustainability agency within high and medium priority basins must submit their GSPs to the California Department of Water Resources – Water Code § 10720.7(a)(1)

On April 1 following Groundwater Sustainability Plan adoption and annually thereafter, Groundwater Sustainability Agencies provide report on progress towards sustainability to the California Department of Water Resources – Water Code § 10728

Recycled Water

Historically, Clovis has relied primarily upon groundwater to meet urban demand but, as it has grown, reliance on other water sources such as surface water has grown as well. Due to the impact of a five-year drought throughout the state, the scarcity of water supplies has resulted in significant motivation to continue investment in the use of recycled water to meet water demands.

Clovis constructed a Sewage Treatment/Water Reuse Facility (Reuse Facility, ST/WRF) in 2008, which began operation in 2009. The Reuse Facility is located north of Ashlan Avenue between Thompson and McCall Avenues and was constructed to handle 2.8 million gallons per day (MGD) in its first phase with an ultimate treatment capacity of 8.4 MGD. Recycled water produced by the Reuse Facility complies with Title 22 standards (California Code of Regulations). Permitted use of the recycle water supply includes many unrestricted uses such as irrigation, impounding, cooling, and commercial/industrial applications. Currently, recycled water primary uses are landscaped areas adjacent to the recycled water transmission main.

As part of the Clovis General Plan Update process, Clovis is identifying potential users of recycled water and required infrastructure for delivery of recycled water. The General Plan encompasses an area of approximately 74 square miles and is depicted on Figure ES-1. The boundary for that area is generally formed by Willow Avenue on the west, Copper

Community Sanitation, Parks, and Street Division

Parks

The Parks Section provides maintenance to City parks, trails, street landscaping, City trees, and numerous recreational facilities, including playgrounds and picnic sites; maintains Old Town streetscape; and provides grounds maintenance at City administrative facilities. Parks provide support for civic activities such as hanging banners and decorating for Christmas, Rodeo Weekend, Big Hat Days, and Farmer's Market. The Park Section administers the Landscape Maintenance District (LMD), which provides funding for maintenance of certain parks, trails, street landscaping, streetlights, and neighborhood architectural enhancement features for areas within the Landscape Maintenance District. All City owned landscaping that is not within the LMD is funded through the General Fund.

Landscape Maintenance District

The Landscape Maintenance District provides a means to account for revenue derived from assessments through the Landscape Maintenance District (LMD). All personnel and expenses for maintaining LMD landscaping, architectural, and recreational features are incorporated in the Parks budget but are segregated from General Fund parks activities.

Refuse Collection

Refuse Collection collects and disposes of solid waste generated by residential and commercial customers located within the City. Private vendors, under City contract, collect waste from select commercial customers and recyclables and yard wastes from residential customers. For improved cost accounting and control, the Refuse Collection Unit is further organized into four sub-accounts identified as Administration, Landfill, and Residential which includes Commercial and Community Cleanup.

Refuse Landfill

Refuse Landfill conducts all operations necessary to landfill City refuse in accordance with county, state, and federal requirements. The Clovis landfill is an active Class III landfill which accepts municipal solid waste that is currently permitted through the year 2053

Refuse Contracts

Refuse Contracts provides refuse-related services to the community through contracts with private vendors. These include refuse compactor and roll-off services for larger businesses, and residential curbside recycling, and green waste programs.

Street Cleaning

Street Cleaning provides routine sweeping for all City streets to remove dirt and debris. Residential areas are swept twice per month and downtown areas twice per week (Mondays and Fridays). The street cleaning operation contributes towards reducing particulate matter and hence improves air quality, storm water quality and the overall quality of life for the residents of Clovis.

Community Cleanup

Community Cleanup Program provides single-family residents with a semi-annual curbside removal of up to two cubic yards of non-hazardous residential waste. Eligible residents are permitted to place waste to be removed in front of the curb to their residence two weeks prior to their scheduled pick-up day. The program contributes to an overall cleaner community and discourages illegal dumping.

Street Maintenance

Street Maintenance is responsible for providing preventive and corrective maintenance on all City streets and alleys. The section also maintains all lane striping, pavement markings and legends, and all street regulatory, warning, and information signs, as well as all street name signs.

Storm Drainage, Flood Control

The transfer of all permanent flood control facilities to the Fresno Metropolitan Flood Control District (FMFCD) was completed in 1992. The District operates and maintains all master plan improvements, including the retention basins. The City is responsible for operation and maintenance of all temporary facilities where master plan improvements are not complete. The City is also responsible for all surface flooding in streets and other areas where storm water cannot reach inlets and pipes quickly enough. Storm drainage collection facilities are designed for two-year storm capacity. Storm drain retention basins are designed for 50-year storm frequency. Development impact fees finance acquisition and construction of ponding basins.

Water Master Plan

The Water Master Plan Updates, completed in 1995 and 1997, by Provost & Pritchard, Inc., was prepared to support the 1993 Clovis General Plan, and the development plans therein. The plan examined the feasibility of continued growth in the greater Clovis area from a water resource perspective. This included a review of existing and future demands for water from both surface and groundwater. The study area corresponded with the General Plan planning area. Since the 1995 report, the City completed construction of the Surface Water Treatment Facility (SWTF). The 2010 Urban Water Management Plan updated the water supply and demand issues identified in the 1995 Master Plan and recognized the changes in water supply dynamics resulting from the completion of the SWTF. In 2014 the City Clovis City Council adopted the 2014 General Plan Update and the corresponding Environmental Impact Report (EIR). The 2014 General Plan Update planned in detail growth in the City's two future growth areas, the Northwest and the Northeast. The corresponding EIR evaluated impacts and corresponding mitigation of these growth areas.

The Water Master Plan Update Phase III was completed in July 2017 and was prepared to support the adopted 2014 General Plan Update. The adopted plan has a number of phased boundaries that are recognized herein; specifically planning for growth within the existing sphere boundary and then ultimately buildout of the General Plan. The primary purpose for the report was to examine the feasibility of continued growth in the greater Clovis area from a water resource stand point and develop a plan for implementation of facilities as well as development of a plan for acquisition of water supplies as the City continues to grow in an northerly and easterly direction with more limited groundwater supplies. Water supplies

considered include surface, groundwater and recycled water. Prior to 2004, municipal demands were met with pumped groundwater. Since that time, the City has continued to expand the use of treated surface water and it presently accounts for about 25 percent of the supply. As the City continues to grow, it is planned that the long term average of groundwater supplies will remain constant and the increase in demand will be met with increased surface water treatment as well as increased use of recycled water supplies. The City has 35 active domestic water wells to provide for the needs of its residents. Some of these have wellhead treatment facilities to treat contaminated water. The wells discharge water into a distribution main grid, based on a minimum of 12 inch mains, spaced at half-mile intervals. The present water storage facilities consist of one active elevated tank and three ground level tanks. The total storage capacity is 7.0 million gallons.

The City began operations of the SWTF, located on the Enterprise Canal on the east side of Clovis, in 2004. Kings River water is supplied to the plant via Fresno Irrigation District's (FID) Enterprise Canal. This 22.5 million gallons per day (MGD) plant allows Clovis to serve existing users and new growth areas, while lessening the demand on groundwater.

In 2009 the City began operation of the Water Reuse Facility (WRF) to treat wastewater from a portion of the City's growth areas. In 2012 the City began utilization of recycled water from this facility for irrigation of City Landscapes. At build out of the system, this facility will be able to produce 8.4 MGD of recycled water.

The strategy for future water supply is termed "conjunctive use" where multiple elements are utilized to provide a secure long-term supply. It includes using both groundwater and treated surface water to insure a secure drought resistant water supply with the flexibility to use surface and groundwater supplies in a cost and operationally efficient manner. This strategy is conducive to phased development that is critical to both community approval and existing operational constraints.

Water systems for newly developed areas will be financed by development fees, assessment districts, and capital facilities funding. Additional surface water supplies for certain growth areas will be financed by the Water Supply development fee. A detailed plan is now being developed to supply water to the Northwest Urban Village and a portion of the Northeast Area identified for job creation in light of the recent adoption of the 2014 General Plan Update.

A map showing the master planned water facilities is included in Appendix B. The entire Water Master Plan Update is available from the Public Utilities Department.

Wastewater Master Plan

The Fresno-Clovis Regional Wastewater Treatment Facility serves the Fresno and Clovis urban area from its location southwest of the two cities. The City of Clovis owns and maintains sewer lines within the City Sphere of Influence, with the exception of the Tarpey Village area, which is maintained by the City of Fresno. The City operates the Water Reuse Facility which treats wastewater from a portion of the City and provides recycled water for use in public and

some private landscapes. This facility will be expanded as required to serve portions of the northwest and northeast growth areas. The 2014 General Plan Update planned in detail growth in the City's two future growth areas, the Northwest and the Northeast. The corresponding EIR evaluated impacts and provides mitigation of those impacts of these growth areas including sewer.

The Wastewater Master Plan Update, Phase 3, (2017 Master Plan) is the latest phase of an effort begun in 1995 to update the City's Wastewater Master Plan. The preceding phase, referred to as the Wastewater Master Plan Update, Phase 2, (2008 Master Plan) was documented in a final report dated June 30, 2008. The 2008 Master Plan addressed planned urban growth in the context of the 1993 Clovis General Plan. The 2017 Wastewater Master Plan Update addresses planned urban growth in the context of the 2014 General Plan Update. The Plan documents the Phase 3 Update efforts. Wastewater facilities for newly developed areas will be financed by development fees, assessment districts, and capital facilities funding. A map showing the wastewater service boundaries are included in Appendix B, this map was updated to match the 2014 General Plan Update. The Wastewater Master Plan Update is available from the Public Utilities Department.

Recycled Water Master Plan

The updated Recycled Water Master Plan was completed in February 2017 and is intended to plan for use of recycled water in the plan area of the 2014 General Plan Update Area.

Clovis constructed a Sewage Treatment/Water Reuse Facility (Reuse Facility, ST/WRF) in 2008, which began operation in 2009. The Reuse Facility is located north of Ashlan Avenue between Thompson and McCall Avenues and was constructed to handle 2.8 million gallons per day (MGD) in its first phase with an ultimate treatment capacity of 8.4 MGD. Recycled water produced by the Reuse Facility complies with Title 22 standards (California Code of Regulations). Permitted use of the recycle water supply includes many unrestricted uses such as irrigation, impounding, cooling, and commercial/industrial applications. Currently, recycled water primary uses are landscaped areas adjacent to the recycled water transmission main.

As part of the Clovis General Plan Update process, Clovis is identifying potential users of recycled water and required infrastructure for delivery of recycled water. The General Plan encompasses an area of approximately 74 square miles and is depicted on Appendix B. The boundary for that area is generally formed by Willow Avenue on the west, Copper Avenue on the north, Academy Avenue on the east, and by Ashlan and Shields Avenues to the south. A map showing the planned facilities are included in Appendix B, this map is being updated to match the 2014 General Plan Update.

The purpose of the Clovis Recycled Water Master Plan Update is to evaluate current recycled water use, identify additional market opportunities as defined in the adopted General Plan, and produce an implementation plan incorporating recycled water as a significant portion of the Clovis' water supply. Specific goals are:

- To identify users that can replace potable water use with recycle water

- To identify potential for use (recharge) when demand is less than supply
- To plan future recycled water infrastructure and produce project level capital costs and develop an implementation plan

The efficient use of surface water and groundwater resources is critical to maintaining sustainability of the City of Clovis. To help alleviate potable water demands placed on these supplies, recycled water is a key source of supply many communities, including Clovis, utilize to enhance management of local water resources. A copy of the Recycled Water Master Plan is available from the Public Utilities Department.

General City Services

General Services Department

The General Services Department is responsible for providing internal services to City departments. Internal services provided by the General Services Department include maintenance of City buildings and facilities, central purchasing and procurement of goods and services, and personnel and risk management services. In addition to internal services, the General Services Department also administers community service programs including senior citizen programs, public transit services, and community recreation programs.

The General Services Department will continue to be supported by the General Fund.

Personnel/Risk Management Division

The Personnel/Risk Management Division is responsible for administering all aspects of personnel activities for the City. This includes: administration of the City's Personnel Ordinance, employee recruitment, employee training, benefits administration, personnel records management, and labor relations. The Division also administers the City's risk management function, which includes: procurement of various insurance coverages, processing of liability claims, coordination of the City's workers' compensation program, and development of employee safety programs.

Department Support Division

The Department Support Division is responsible for the purchase and acquisition of goods and services utilized for department support functions. Specific responsibilities of the Division include: development of bid specifications and requests for proposals, administration of the City's Purchasing Ordinance and Procedures, and administration of various contracts for goods and services provided to the City from outside vendors. The Division also is responsible for maintaining all City buildings and related equipment. The Division establishes maintenance schedules, coordinates procurement of supplies and equipment, performs building maintenance, repairs, and new construction, and administers various facility-related maintenance contracts.

Community Services Division

The Community Services Division administers various senior citizen programs at the Clovis Senior Center. The Division also administers the City's Round-Up demand-response transit program, the fixed-route Stageline transit program, and administers the City's contract with Fresno Area Express (FAX). User fees, and state and federal transit funds and grants support the transit service.

The Division provides community recreation programs through the Clovis Area Recreation (CAR) program. The City's recreation programs feature family-oriented sports, games, and recreational activities throughout the year. Recreation services will continue to be financed by user fees and the General Fund as the city grows.

Recommended Actions

Reorganization

The City of Clovis plans to develop according to its “vision” for the community outlined in the 2014 General Plan Update that built on the vision in the 1993 General Plan. The City’s Vision Statement is:

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

The City plans to keep its small town character through comprehensive and conscientious planning. Clovis will promote the development of three Urban Villages with the preservation of agricultural land to prevent urban sprawl. Development will be predicated on the ability to provide adequate water supply, sewer and storm water infrastructure; public services and transportation system connections, and will be planned in further detail under Specific Plan approval.

A Specific Plan for the first urban village, in the southeast portion of the community, was adopted in 2003. Development within the area, now known as Loma Vista, is ongoing. Planning for the second urban village, in the northwest portion of the community, was completed with the 2014 General Plan Update. Consistent with the terms of the Memorandum of Understanding between the City of Clovis and Fresno County, development of the northwest urban village will not take place until there is 60% development in Loma Vista. Also, development will not take place until municipal services are available to support growth. As of June 2017 development of the Loma Vista is at approximately 57%, estimated to reach 60% within 12 months.

Municipal facilities, such as fire stations, community centers, and police satellite facilities will be planned into each urban village area.



Other Affected or Interested Agencies

Fresno County Fire Protection District

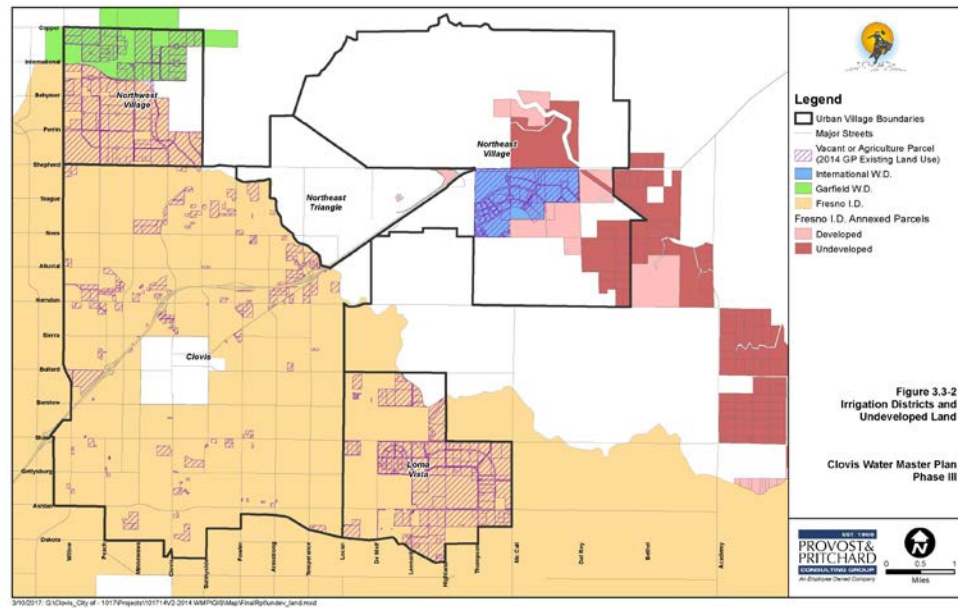
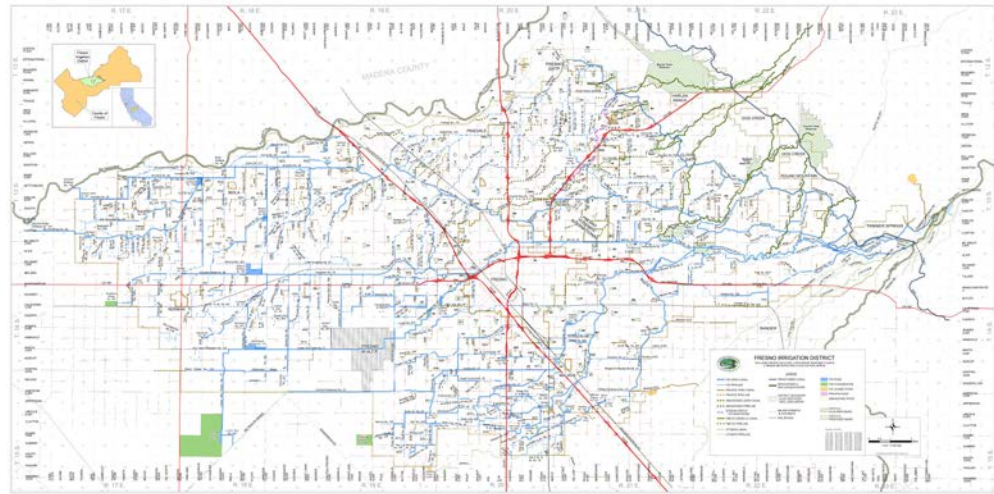
Fresno County Fire Protection District provides service on the city fringe and unincorporated areas in the City's sphere of influence. As the City annexes land, corresponding detachments from Fresno County Fire Protection District occur.

The City of Clovis maintains a mutual aid agreement with Fresno County Fire Protection District. Under this agreement, the closest fire station will be called for emergency calls as and supported by the Fire Protection District as needed.

The City has entered into an agreement with the Fresno County Fire Protection District for service and revenue transition. The Fire District agreement provides for a gradual transfer of property tax revenue over a ten-year period to the District by the City.

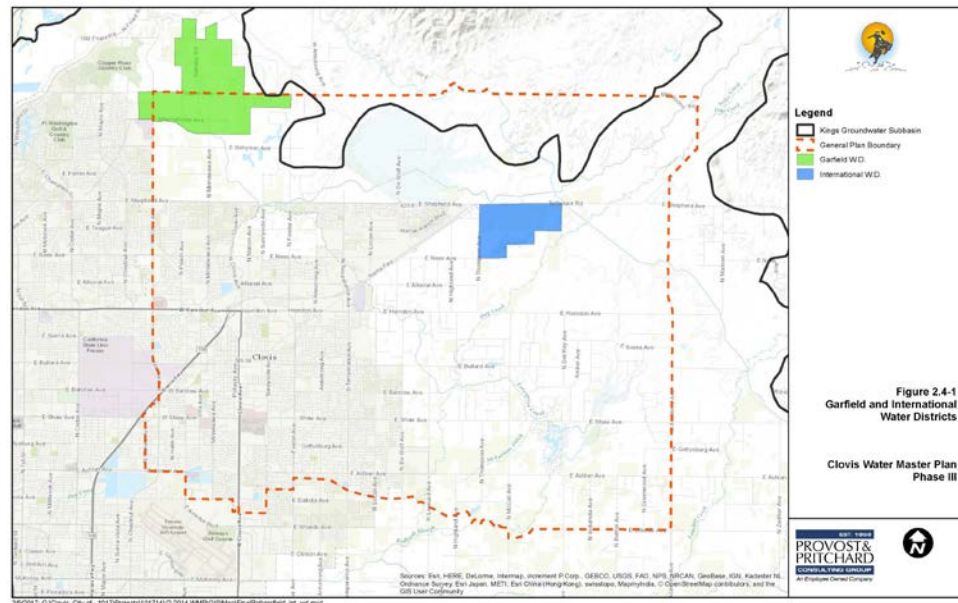
Fresno Irrigation District

Fresno Irrigation District (FID) overlays the City of Clovis and the agricultural areas to the north and east of the City. The District provides surface water to City's SWTP and ground water recharge facilities and to the flood control ponds for underground recharge. FID assessments are paid by the City on behalf of its residents. No district detachment occurs with annexation because of this arrangement. Water supplies associated with annexed properties are transferred to the City at annexation or at the time of development. See map below for area serviced by FID.



Garfield and International Irrigation Districts

Garfield and International Irrigation Districts are located in planned City growth areas. Both Districts obtain water through Bureau of Reclamation contracts. City policy requires that lands with surface water entitlements must transfer those entitlements to the City as a condition of development. As lands within these two Districts develop, it is expected that the City will obtain some or all of the waters associated with these contracts. See map below for area serviced by Garfield and International Irrigation Districts.



Fresno Metropolitan Flood Control District

Fresno Metropolitan Flood Control District (FMFCD) covers the entire Fresno/Clovis Metropolitan Area and is authorized to control storm waters within an urban and rural foothill watershed of approximately 400 square miles, known as the Fresno County Stream Group. The District provides storm drainage through a system of inlets, drainage pipes, drainage ponds, and a system of dams and channels upstream. This system provides the primary means of urban storm drainage control for the City of Clovis and its sphere of influence. New storm drainage improvements are made by either development fees or by formation of assessment or improvement districts. The Fresno Metropolitan Flood Control District maintains a District Master Service Plan, which describes its service in detail. The City of Clovis has a representative on the FMFCD Board.

Fresno County Free Library

Library services are provided by Fresno County and funded by the County General Fund and countywide sales tax override. A branch library is located in the Clovis Civic Center. New library facilities are proposed for inclusion in each of the Urban Villages outlined in the 1993 General Plan Update.

Utility Services

Pacific Gas and Electric (P. G. & E.) provides gas and electrical service to the City of Clovis, its sphere of influence, and Fresno County. Electrical service is supplied by underground and overhead lines routed through three substations in the greater Clovis area. The hierarchy of establishing electrical power lines from generation stations to customers is as follows: transmission distribution; sub-transmission; and service. P. G. & E. provides gas to customers through plastic and steel underground lines. Residents not serviced by P. G. & E. use propane fuel.

Other Affected or Interested Agencies

The following is a list of other agencies and districts within the City of Clovis' requested sphere of influence revision area and current sphere of influences.

Clovis Cemetery District

Kings River Conservation District

Clovis Memorial District

Consolidated Mosquito Abatement District

State Center Community College District

West Fresno County Red Scale Protection District

Sierra Resource Conservation District

Garfield irrigation District

International Irrigation District

Supplemental Maps

General Plan 2014 With:



Current City Boundaries

Current Sphere of Influence

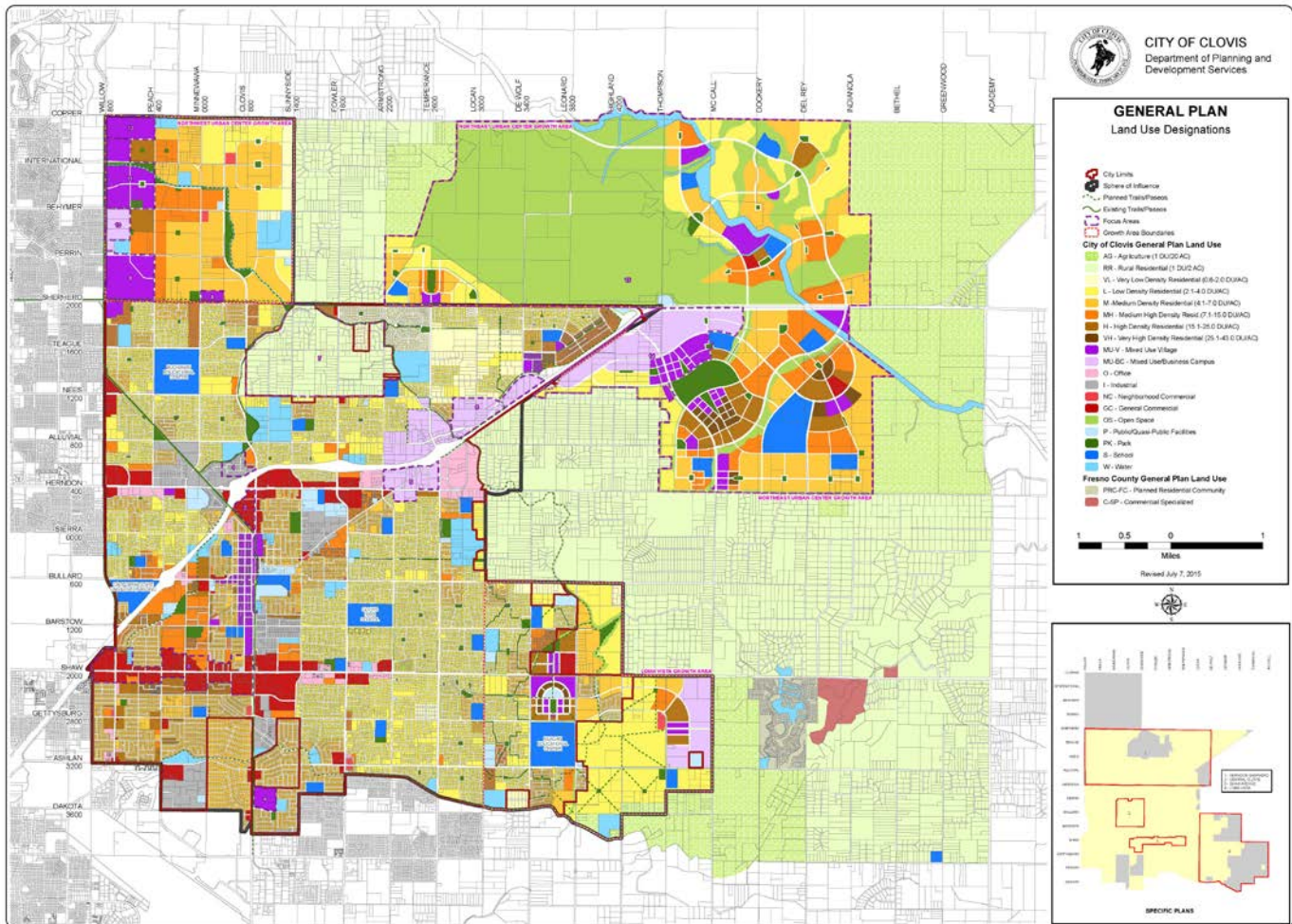
Police and Fire Stations Location Map

Master Planned Water Facilities

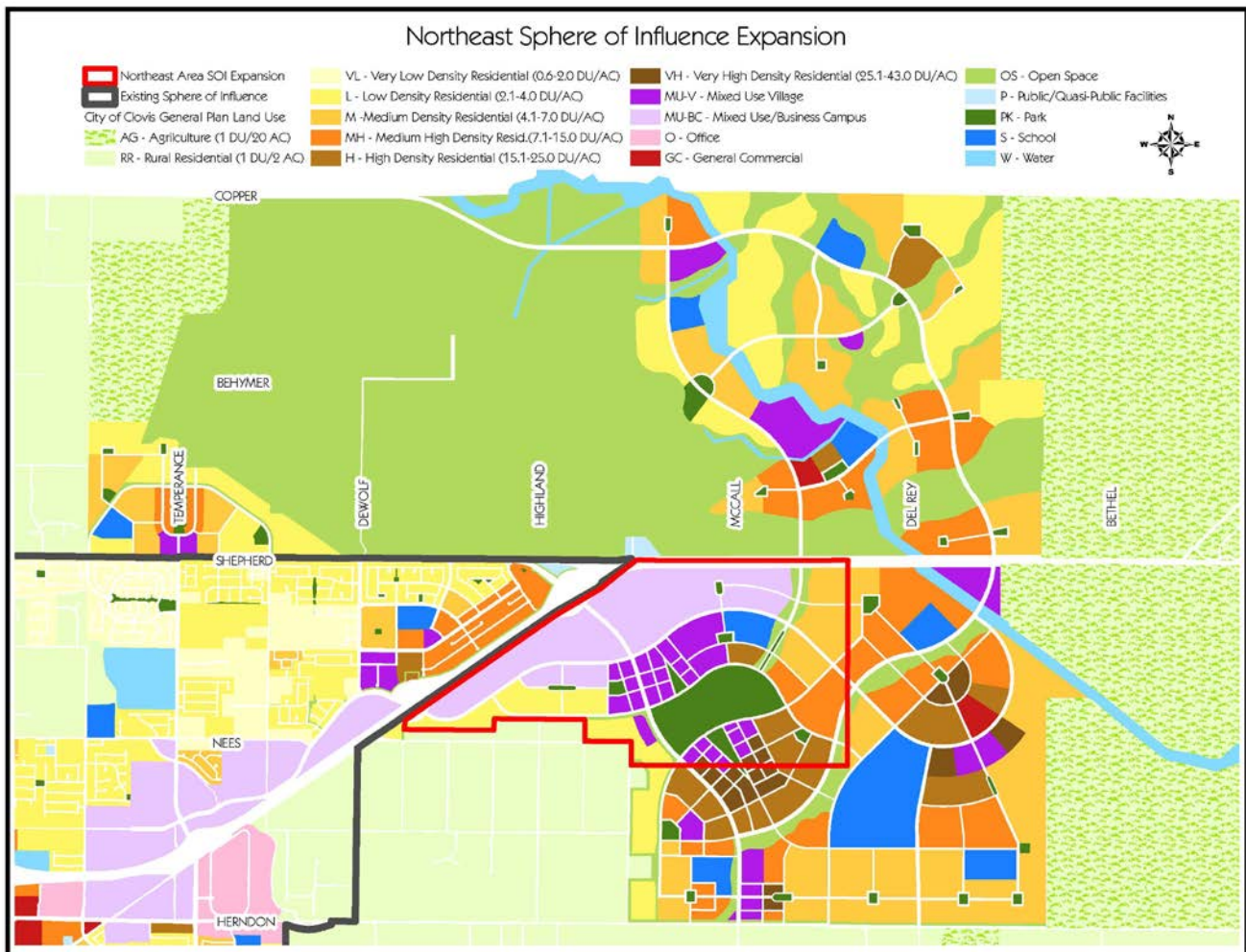
Wastewater Service Area Boundaries

GENERAL PLAN 2014 INCLUDING:

Current City Boundaries
Current Sphere of Influence

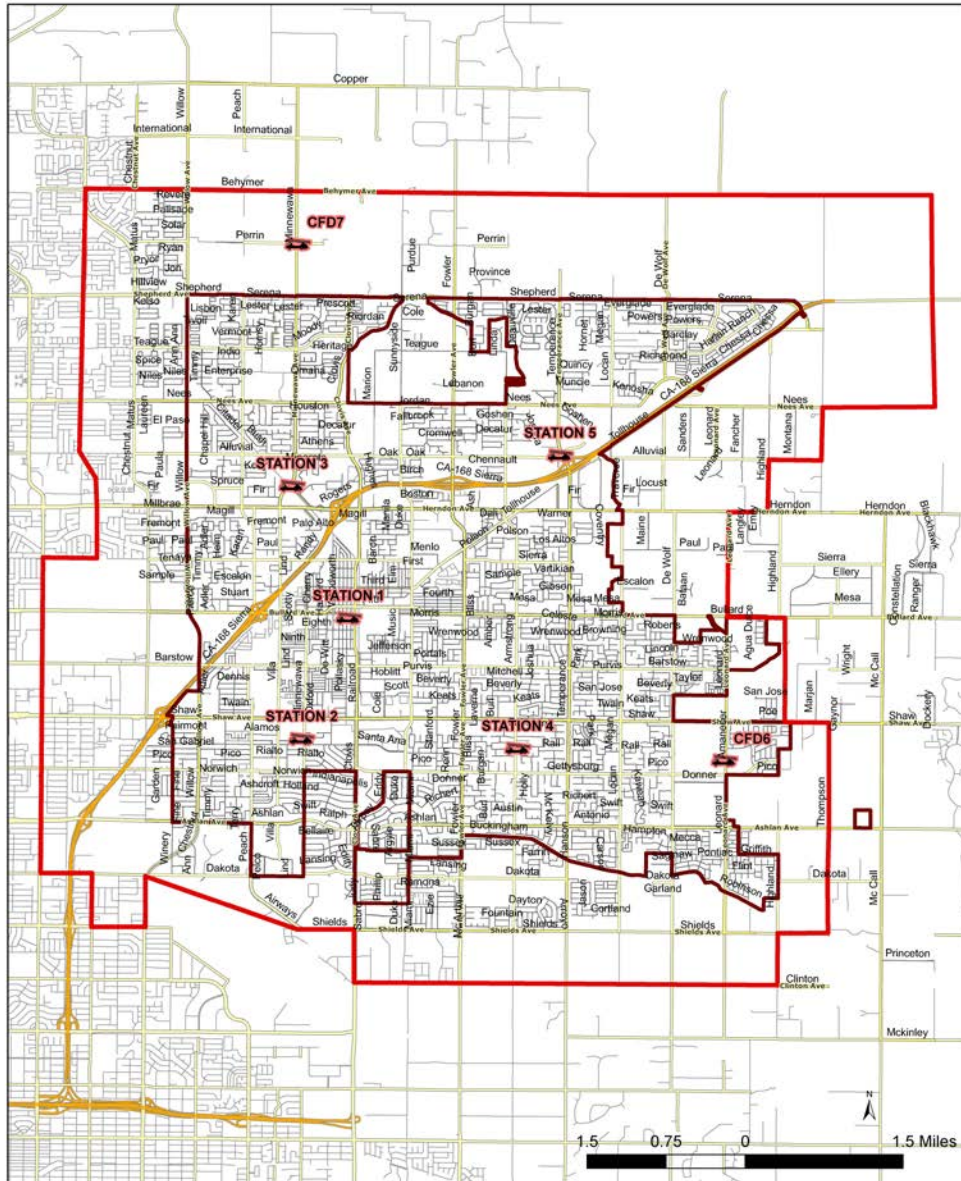


Proposed Sphere Expansion Area



GENERAL PLAN 2014 INCLUDING:

Police and Fire Facilities Including Proposed New Fire Stations (#6 and #7)

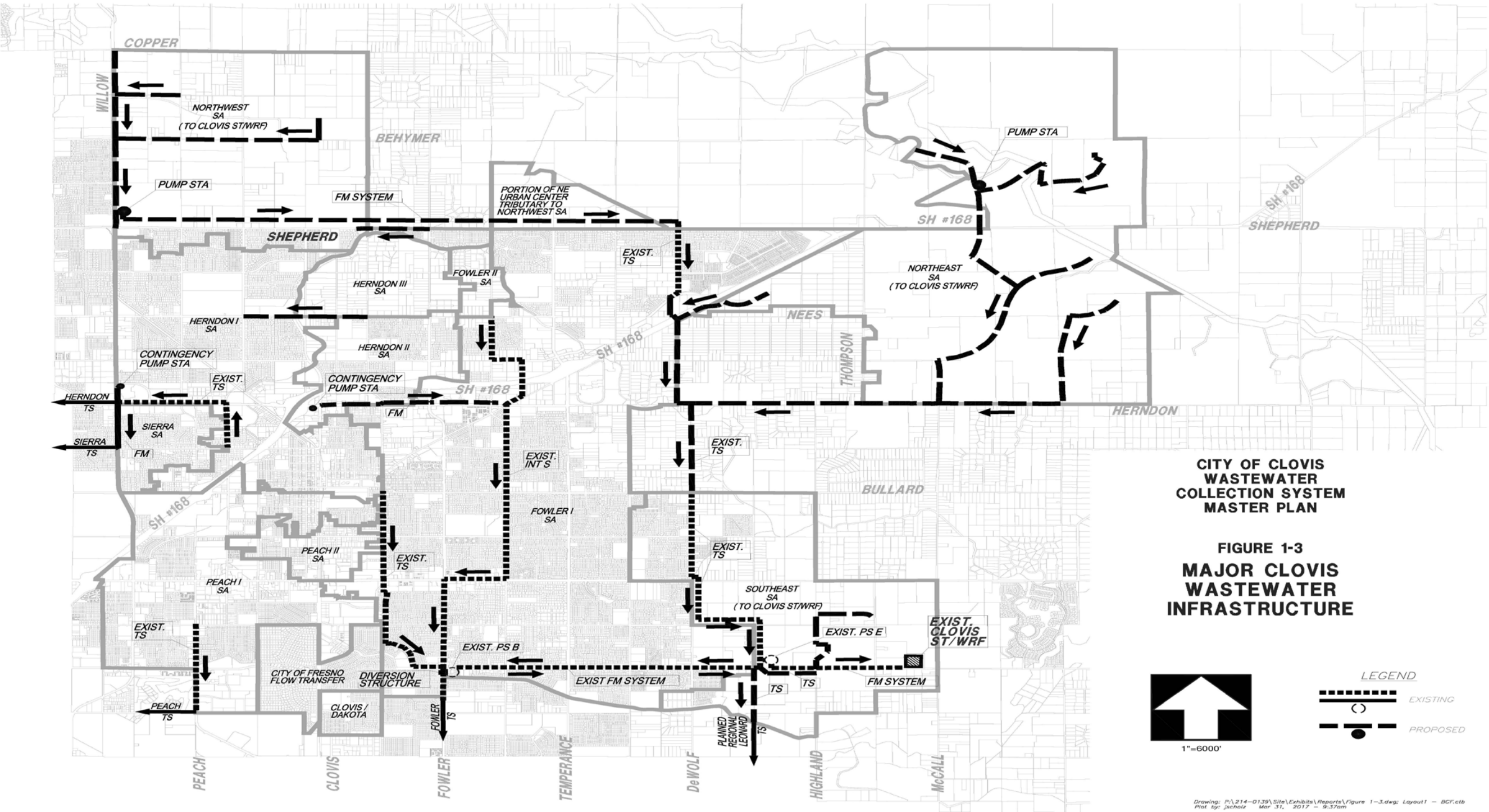


CFD
7 Station Matrix
(proposed)
2017

Water Infrastructure Phasing



Wastewater Infrastructure





City of Clovis Fee Schedules

Utility Billing

Utility Billing occurs every two months and each account is billed for a two-month period of service. Bills are due and payable 30 days after the billing date. Failure to pay may result in the shutoff of utilities with additional fees for reconnection and after-hours charges. The fees are subject to change by City Council action. The minimum for residential service is as follows:

Water by Meter (Dwelling Unit Charge)	\$21.22
(\$0.86 per thousand gallons from 1,000 to 23,000 gallons. Between 23,000 gallons and 40,000 gallons the rate is \$1.45 per 1,000 gallons. Over 40,000 gallons the fee is \$1.78 per thousand gallons)	
Refuse Collection	\$45.44
Street Sweeping	\$4.50
Sewer	\$57.66
Sewer Bond Charge Rebate	(\$21.90)
Recycling/Green waste Program	\$17.28
Minimum Bi-monthly Bill - Base Rate (with no water usage)	\$124.20

Planning Fees

The following are the fees to be paid when filing an application with the City of Clovis Planning Department. The fee must accompany the application. Once an application is accepted, the fee is non-returnable regardless of the disposition of the application. The fees are subject to change by City Council action.

ABANDONMENT OF RIGHT-OF-WAY	\$2,025
ABANDONMENT (Summary)	\$550
ADULT ORIENTED BUSINESS PERMIT	\$5,825
ANNEXATION (Fees subject to increase in accordance with LAFCO fee increases)	\$20,550 + \$75/Acre
Agricultural Preserve Annexation (In addition to Annexation Fee)	\$6,175
APPEALS	
Appeal requiring a City Council hearing	\$1,125
Site Plan Review appeal requiring a Planning Commission hearing	\$2,400
CONCURRENT PROCESSING WITH GENERAL PLAN AMENDMENTS	5% of all associated fees (min. \$250)
DETERMINATION OF USE	\$2,375
DIRECTOR REVIEW AND APPROVAL	\$875
EIR or EA by Consultant hired by the City	Cost + 15%
ENVIRONMENTAL ASSESSMENT	
Categorical Exemption	\$450
Negative Declaration	\$2,800
Mitigated Negative Declaration	\$3,500 (plus consultant fees)
NEPA Compliance	\$ Actual cost
<u>GENERAL PLAN AMENDMENT</u>	Non-Refundable \$500 Initial Filing Fee + Actual costs (\$8,075 minimum).
HOME OCCUPATION PERMIT	
Small Home Occupational permit	\$95
Large Home Occupational permit	\$237
ORDINANCE AMENDMENT	\$3,975
REAR YARD ENCROACHMENT	\$200
RESIDENTIAL SITE PLAN REVIEW	
Residential Site Plan Review, Single Family Residential, Subdivision	\$2,250 + \$50/Building Permit Requesting Modification
Residential Site Plan Review, Single Family Residential, Individual Lot	\$775

SECOND UNIT	. \$250
SIDEWALK MERCHANDISE/USE PERMIT (Old Town)	\$60
SIGN REVIEW	
Sign Review	\$250 + \$10 / Sign
Sign Review Amendment	1/2 established fee
SITE PLAN REVIEW	
Site Plan Review, 1-4 Units	\$2,100 + \$35 / Unit
Site Plan Review, Multi-Family Residential/PUDs	\$4,250 + \$35 / Dwelling Unit
Site Plan Review, Nonresidential	\$4,250 + \$150 / Acre
Site Plan Review, Multi-Family Residential/PUDs, requiring PC Hearing	\$6,075 + \$35 / Dwelling Unit
Site Plan Review, Nonresidential, requiring PC Hearing	\$6,075 + \$110 / Acre
Site Plan Review, Amendment	1/2 established fee
Site Plan Review, Minor Amendments, Amendments to Conditions	\$775
STAFF RESEARCH & DOCUMENT PREPARATION (Deferment Agreements, Zoning Confirmations, etc.)	\$95 /hr (1 hr min)
SUBDIVISIONS	
Lot Line Adjustment (Minor)	\$775
(Major)	\$1,325
Tentative Parcel Maps	\$3,025
Final Parcel Map	\$1,300 + \$40 / Parcel
Tentative Tract Maps / Planning Commission	\$8,125 + \$35 / Lot or Unit
Final Tract Map	\$2,750 + \$20 / Lot or Unit
(Fees for Condominium and Planned Unit Development Maps are determined by the number of units)	
Tentative Tract Maps-Minor Amendments / Amendments to Conditions	1/2 base fee
Refiling of an Expired Tentative Tract map (Request can incorporate no changes to the approved map and must be filed within 6 months of expiration)	1/2 established fee
USE PERMITS	
Conditional Use Permits	\$5,500
Conditional Use Permits / City Council Hearing	\$6,075
Extension / Amendment	\$3,825
Conditional Use Permit for a Residential Condominium or a PUD project	\$6,075 + \$15 / Lot or Unit
Conditional Use Permit for Office & Business Campus Condominium or PUD project	\$6,075 + \$15 / Lot or Unit
VARIANCE	
Single Family Residential	\$2,775
All Other Variances	\$4,850
Minor Deviation	\$775

Minor Adjustment, Signs

\$775

ZONING

Single Family Rezone

\$5,500+\$35 / Acre

Rezoning other than Single Family and P-C-C

\$5,500 + \$50 / Acre

P-C-C Rezone

\$7,275 + \$75 / Acre

P-C-C Rezone, Minor Amendments/Amendments to Conditions

1/2 base fee

Master Plan Community Overlay District

\$12,075 +\$75 /Acre

Master Plan Community Overlay District Amendments

Minor Amendment

\$775

Major Amendment

1/2 base year

(Adopted by City Council Resolution No. 09-77, dated June 22, 2009)



City Phone Listing

City Staff




Luke Serpa, City Manager	324-2060
John Holt, Assistant City Manager	324-2072
Andy Haussler, Economic Development Director	324-2095
David Wolfe, City Attorney	324-2060
Jay Schengel, Finance Director	324-2111
Matt Basgall, Police Chief	324-2407
John Binaski, Fire Chief	324-2210
Dwight Kroll, Planning and Development Director	324-2343
Luke Serpa, Public Utilities Director	324-2613
Shonna Halterman, General Services Director	324-2767

City Departments

City Council	324-2010
City Clerk	324-2060
City Manager's Office	324-2060
Economic Development Department	324-2060
Fire Department	324-2200
Finance Department	324-2101

Police Department	324-2400
Planning and Development Services	324-2340
Public Utilities Department	324-2600



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

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: August 7, 2017

SUBJECT: Approval – Contract with Lamar Advertising for exterior transit bus advertising.

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve the selection of Lamar Advertising to provide exterior bus advertising on the City's transit buses.

EXECUTIVE SUMMARY

Staff recently conducted a request for proposal (RFP) process for exterior transit bus advertising services. Staff recommends that the City Council award the contract to Lamar Transit Advertising based on the quality and value of their proposal.

BACKGROUND

The City has contracted for exterior transit bus advertising services since 2003. Revenue from exterior transit bus advertising is used to offset costs of transit service. The vendor solicits potential advertisers, designs the artwork for the advertisements, produces the vinyl wrap and adheres it to the transit vehicles, and collects payment from the advertisers. The city and the vendor share the profit from the advertisements. This program provides Clovis Transit with a means of generating revenue with minimal staff time.

Staff developed a Request for Proposals (RFP) for exterior bus advertising services and posted the RFP to the City's web-based bid management system which distributed the invitation to registered vendors interested in transit advertising. The RFP included specific requirements that ensure the design, language, and visual esthetics of all advertisements is within acceptable community standards. A stringent review process is required and no ad is placed on a transit bus without prior written approval from staff.

The City's web-based bid management system electronically distributed the RFP invitation to one hundred nine (109) vendors, of which nine (9) vendors downloaded RFP documents for review. One (1) vendor submitted a proposal to the City.

The graph below summarizes the proposal submitted by Lamar Transit Advertising.

EXTERIOR TRANSIT BUS ADVERTISING RFP SUMMARY					
VENDOR	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
LAMAR ADVERTISING	35% ANNUAL NET, \$15,000 MINIMUM GUARANTEE	35% ANNUAL NET, \$15,000 MINIMUM GUARANTEE	35% ANNUAL NET, \$15,000 MINIMUM GUARANTEE	35% ANNUAL NET, \$15,000 MINIMUM GUARANTEE	35% ANNUAL NET, \$15,000 MINIMUM GUARANTEE

Lamar Advertising was the only vendor to submit a bid. The company has been the City's transit advertising vendor since 2007. Lamar currently serves many large- and medium-sized transit agencies throughout California, and has been a reliable vendor for Clovis Transit.

FISCAL IMPACT

The amount of the proposed exterior transit bus advertising revenue is within the expected revenue projected for the FY2017/18 budget.

REASON FOR RECOMMENDATION

The proposal submitted by Lamar Advertising meets all of the City's criteria for the provisions of exterior transit bus advertising. Lamar has maintained a positive working relationship with the City during the past contract period and has successfully fulfilled its obligations without fail.

ACTIONS FOLLOWING APPROVAL

Staff will prepare a five-year contract that, upon mutual agreement, may be extended with two one-year extensions. The five-year contract will begin on September 1, 2017 and will expire on September 1, 2022.

Prepared by: Amy Hance, General Services Manager

Submitted by: Shonna Halterman, General Services Director





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

City Manager: S

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: August 7, 2017

SUBJECT: Approval - Authorization of an Agreement between the City of Clovis and the City of Fresno for Fixed Route Transit Services for FY2017-18.

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve the proposed FY 2017-18 agreement between the City of Clovis and the City of Fresno for fixed route transit service for a total service fee of \$247,687.34; and, authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY

In order to provide a more seamless transportation system, the City of Fresno's Fresno Area Express provides FAX Route 9 bus service on Shaw Avenue in Clovis under contract. This contract is reviewed annually. The cost for FY 2017-18 is \$247,687.34; an increase of 7.1% over FY 2016-17 due to an increase in overall operating costs for Fresno Area Express services. The number of service hours and miles will remain unchanged from FY 2016-17.

BACKGROUND

An important transit element for the Clovis/Fresno Metropolitan area is the fixed route bus service on Shaw Avenue, which is provided through an annual contract with Fresno Area Express (FAX). The City's agreement with FAX is designed to renew at the beginning of each fiscal year and contains a provision to review the service fee on an annual basis.

The City of Clovis pays for the operation of FAX Route 9 on Shaw Avenue at thirty-minute intervals running consistently to the Sierra Vista Mall, Monday through Friday from 6:29 a.m. to 7:25 p.m. Saturday and Sunday service on Route 9 provides transportation to the Sierra Vista Mall on thirty-minute intervals from 7:57 a.m. until 3:40 p.m.

While the service levels will remain the same as FY 2016-2017, the service fee proposed by FAX for fixed-route services for FY 2017-18 increased 7.1% to \$247,687.34. This increase is due to an increase in FAX's hourly rate for service from \$47.55 per hour to \$51.26 per hour.

This FY 2017-18 agreement is Amendment Number 26 to the original 1994 agreement. The original document is in need of revision in order to better reflect the current services of both cities. Staff will be working with the City of Fresno to draft an entirely new agreement that addresses the coordination of both fixed-route and dial-a-ride type bus services for FY 2018-2019 and beyond.

FISCAL IMPACT

The amount of the proposed FAX service contract for FY 2017-18 is \$6,612.66 below the amount budgeted for this service.

REASON FOR RECOMMENDATION

Staff has analyzed the fixed-route transit services operated by FAX for FY 2017-18 and have concluded that maintaining the same hours for service as FY 2016-17 would reasonably meet the needs of the community.

ACTIONS FOLLOWING APPROVAL


- The City Manager will execute Amendment No. 26 to the December 15, 1994, FAX agreement authorizing FAX transit services to the City of Clovis during FY 2017-18.
- Staff will prepare the Local Transportation Claim to reflect an extension of the December 15, 1994 FAX contract and Amendment No. 26.

Prepared by: Amy Hance, General Services Manager

Submitted by: Shonna Halterman, General Services Director





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

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Planning and Development Services Department
DATE: August 7, 2017
SUBJECT: Approval - Final Acceptance for CIP 14-16 Letterman Park ADA Improvements
ATTACHMENT: (A) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

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

EXECUTIVE SUMMARY

This project reconstructed concrete sidewalk throughout Letterman Park, located on Villa Avenue north of Barstow Avenue.

Staff has evaluated the project site for all design aspects within the scope of the project for compliance with the Americans with Disabilities Act (ADA) accessibility standards as of August 7, 2017. The project was constructed to meet ADA standards.

BACKGROUND

Bids were received on April 11, 2017, and the project was awarded to Witbro, Inc. DBA Seal Rite Paving and Grading on May 1, 2017. The construction was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1.	Award	\$ 56,310.00
2.	Cost increase/decrease resulting from differences between estimated quantities used for award and actual quantities installed.	\$ 0.00
3.	Contract Change Orders	\$ 0.00
4.	Liquidated Damages Assessed	\$ 0.00

Final Contract Cost **\$ 56,310.00**

REASON FOR RECOMMENDATION


The Public Utilities Department, the City Engineer, the engineering inspector, and the project engineer agree that the work performed by the contractor is in accordance with the project plans and specifications, and has been deemed acceptable. The contractor, Witbro, Inc. DBA Seal Rite Paving and Grading, has requested final acceptance.

ACTIONS FOLLOWING APPROVAL

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

Prepared by: Cleveland Wardrick, Project Engineer

Submitted by:


Michael J. Harrison
City Engineer

Recommended by:


Dwight Kroll
Director of Planning and
Development Services

VICINITY MAP

CIP 14-16
Letterman Park ADA Improvements

Construction Site

CIP 14-16 Letterman Park
ADA Improvements

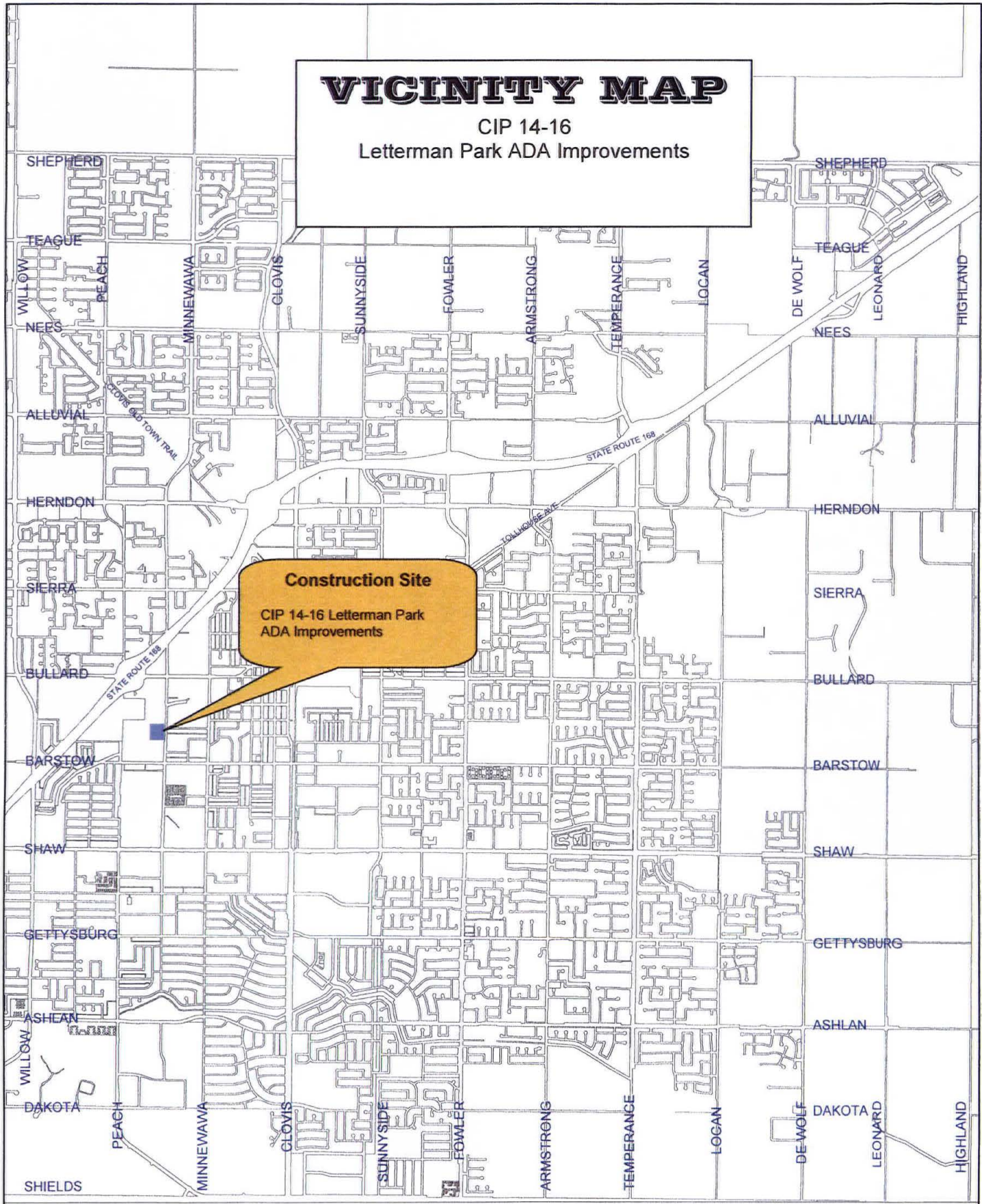
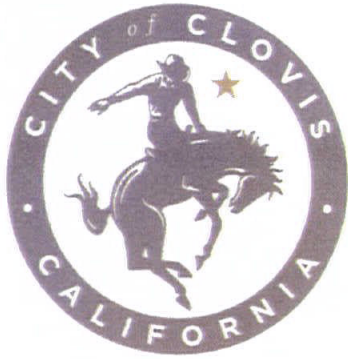


EXHIBIT A



AGENDA ITEM NO: CC-F-2

City Manager: *AM*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: August 7, 2017

SUBJECT: Approval - Bid Award for CIP 14-21, Shaw/Locan Traffic Signal & Widening, and; Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENT: (A) Vicinity map

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to pre-authorize the City Manager to award the subject project to the lowest responsible bidder and;
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

This project will widen the existing road to ultimate width between Locan Avenue and Maine Avenue including installation of a traffic signal at the intersection of Shaw Avenue and Locan Avenue. The work consists of the removal of existing asphalt paving and aggregate base material, placing asphalt paving and aggregate base, grinding, concrete curb, gutter and sidewalk, adjusting existing facilities to grade, installing traffic signal and loop detectors, installing accessible pedestrian facilities, storm drain, water facilities, trees and irrigation, striping and signing, streetlights, and undergrounding of overhead utilities.

BACKGROUND

All bids will be opened on August 15, 2017. Staff will examine the bids and validate the lowest bidder contractor's license status; and verify that the contractor is in good standing. A record search for complaints or violations will be performed through Cal OSHA for violations.

FISCAL IMPACT

The Engineer's estimate for this project is \$1,570,864.00 and is approved in the current year's fiscal budget in the Community Investment Program. The project is fully supported by Measure C funding. The construction cost has been estimated as noted above and funding is available and allocated. Staff will evaluate the lowest responsible bids in comparison with the estimated construction costs and will execute the contracts only if the lowest bid is financially responsive to the allocated funding.

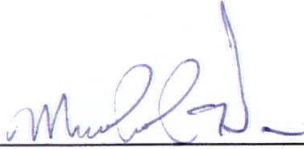
REASON FOR RECOMMENDATION


Staff is requesting that the City Council pre-authorize the City Manager to award and execute the contract to the lowest responsible bidder. Staff is requesting this expedited process for maintaining the current project requirements and schedule commitments. Pre-authorization for awarding of this project will allow the Engineering Division to continue timely delivery of projects. The bids will be opened on August 15, 2017 and are not available at this time.

ACTIONS FOLLOWING APPROVAL

1. Staff expects to open bids and determine the lowest responsible bidder for the project, and Council will receive a report of the bid award.
2. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
3. Construction is scheduled to begin September 25, 2017, after contract execution and be completed not more than sixty (60) working days thereafter.

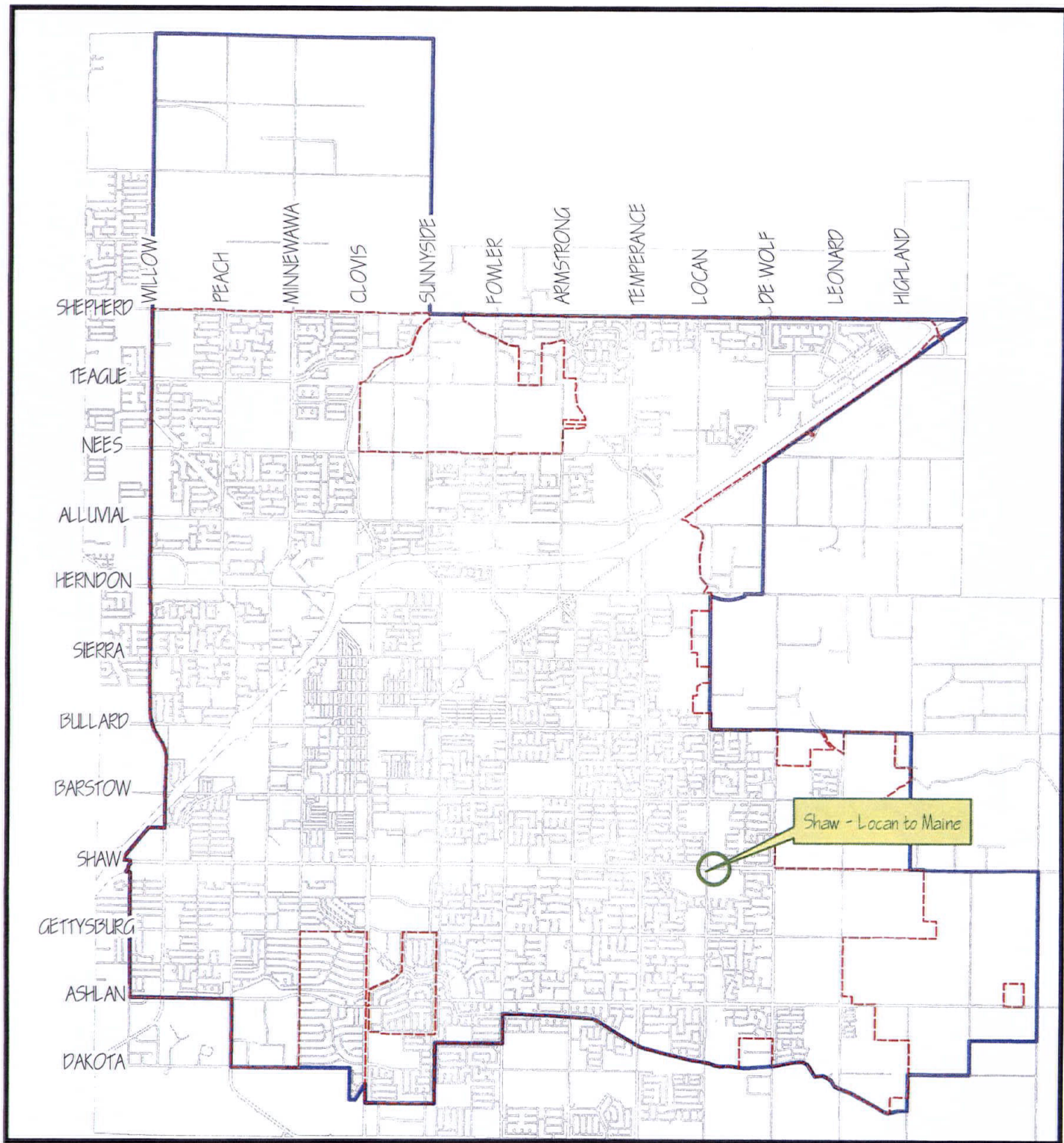
Prepared by: John Cross, Assistant Engineer

Submitted by: 
Michael Harrison, PE
City Engineer

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

VICINITY MAP

CIP 14-21 - Shaw/ Locan Traffic Signal & Widening



JULY 7, 2017

ATTACHMENT A


CITY LIMITS

SPHERE OF INFLUENCE



1" = 8000'



AGENDA ITEM NO: **CC-F-3**
City Manager: 

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: August 7, 2017

SUBJECT: Approval - Final Acceptance for CIP 16-18 Trail Pavement Maintenance 2017.

ATTACHMENT: (A) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

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

EXECUTIVE SUMMARY

The construction involved 12,116 square yards of Type I slurry seal for Clovis Old Town Trail, which was an existing asphalt-concrete pavement 12 feet in width by 3 inches in thickness, and approximately 1.75 miles from Dayton Avenue to Shaw Avenue. The work also involved site preparation and thermoplastic striping.

BACKGROUND

Bids were received, and the project was awarded to the contractor, VSS International, Inc., on April 17, 2017. The construction was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1.	Award	\$ 61,377.00
2.	Cost decrease resulting from differences between estimated quantities used for award and actual quantities installed.	(\$ 0.00)
3.	Contract Change Orders	\$ 0.00
4.	Liquidated Damages Assessed	\$ 0.00

Final Contract Cost	\$ 61,377.00
----------------------------	---------------------

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

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

Prepared by: Thomas K. Cheng, Project Engineer

Submitted by:

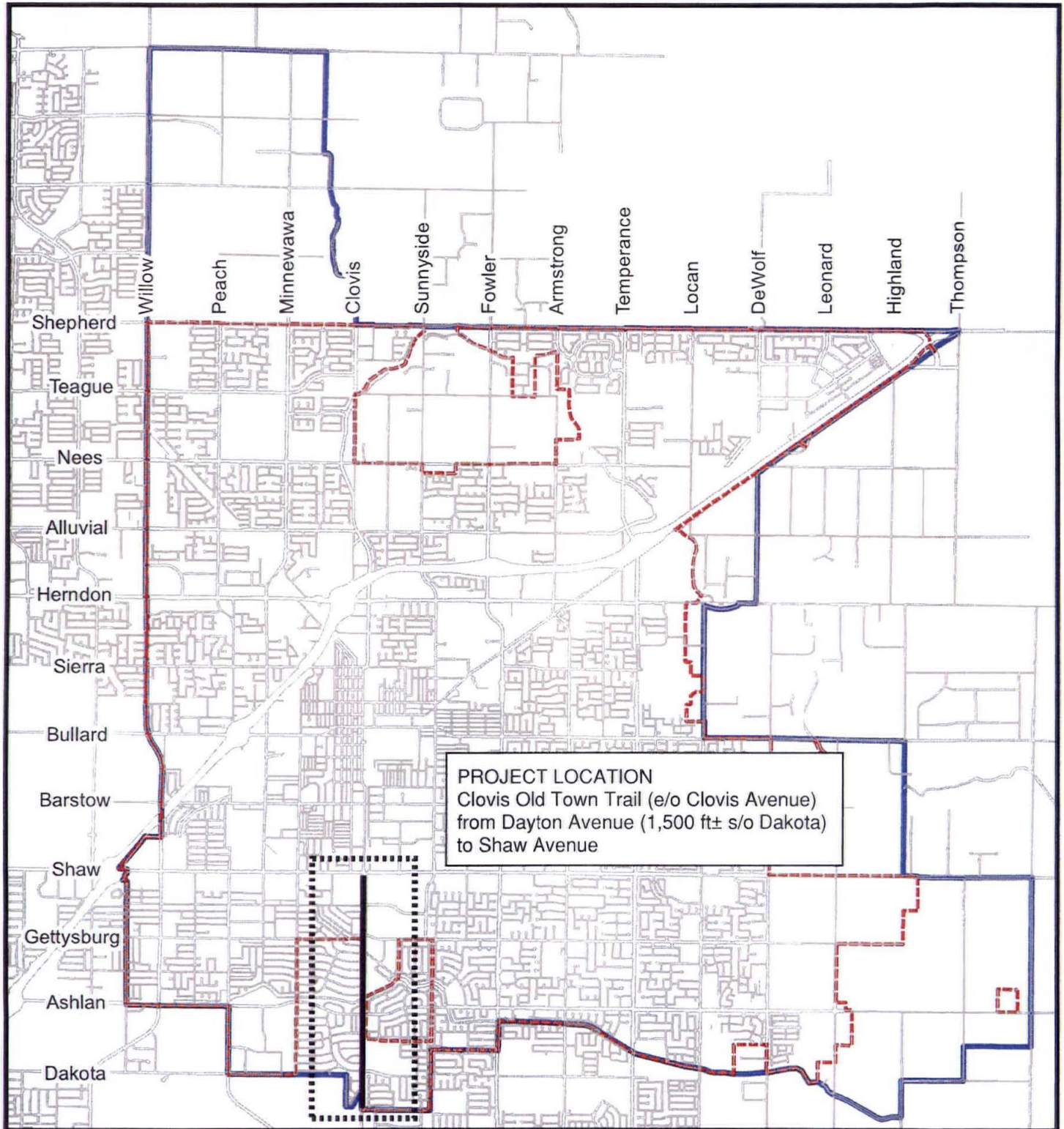

Michael Harrison
City Engineer

Recommended by:


Dwight Kroll
Director of Planning and
Development Services

VICINITY MAP

CIP 16-18 Trail Pavement Maintenance 2017



July 18, 2017

ATTACHMENT A

 CITY LIMITS  SPHERE OF INFLUENCE



Prepared By: Thomas Cheng



AGENDA ITEM NO: CC-F-4

City Manager: *[Signature]*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 7, 2017

SUBJECT: Approval – Resolution No. 17-____, Final Map for Tract 6080, located at the southwest area of Ashlan and Highland Avenues (Ashlan/Highland No.1, LP – McCaffrey 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:

1. Accept the offer of dedication of street and public utility easements within Tract 6080, and;
2. Authorize recording of the final map.

EXECUTIVE SUMMARY

The owner, Ashlan/Highland No.1, LP (McCaffrey Homes), 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 paseos. The subject tract is located on the

southwest area of Ashlan and Highland Avenues. It contains approximately 19.77 acres and consists of 77 units, zoned R-1.

FISCAL IMPACT

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

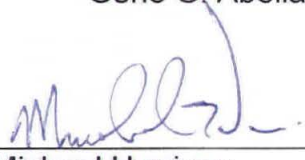
REASON FOR RECOMMENDATION


The subdivision agreement has been executed by the subdivider and all development fees 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: Gene G. Abella, Assistant Engineer

Submitted by: 
Michael Harrison
City Engineer

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

RESOLUTION 17-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6080

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6080, by The City of Clovis, a Municipal Corporation, and

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

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

1. The final map of Tract 6080, consisting of four (4) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.
2. Approval of the Subdivision improvement plans for said tract, consisting of forty (40) 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 \$2,901,165.
4. The offer and dedication for public use of the parcels, streets and easements specified on said map are accepted by the City of Clovis and the City Clerk is authorized and directed to execute said subdivision map.
5. This Council finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable general and specific plans of the City of Clovis.
6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) or the sum of \$2,901,000 for

guaranteeing specific performance of said agreement and fifty percent (50%) or the sum of \$1,451,000 for payment of labor and materials furnished by contractors, subcontractors, laborers and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.

7. Subdivider shall furnish a bond in the sum of \$290,100 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 August 7, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

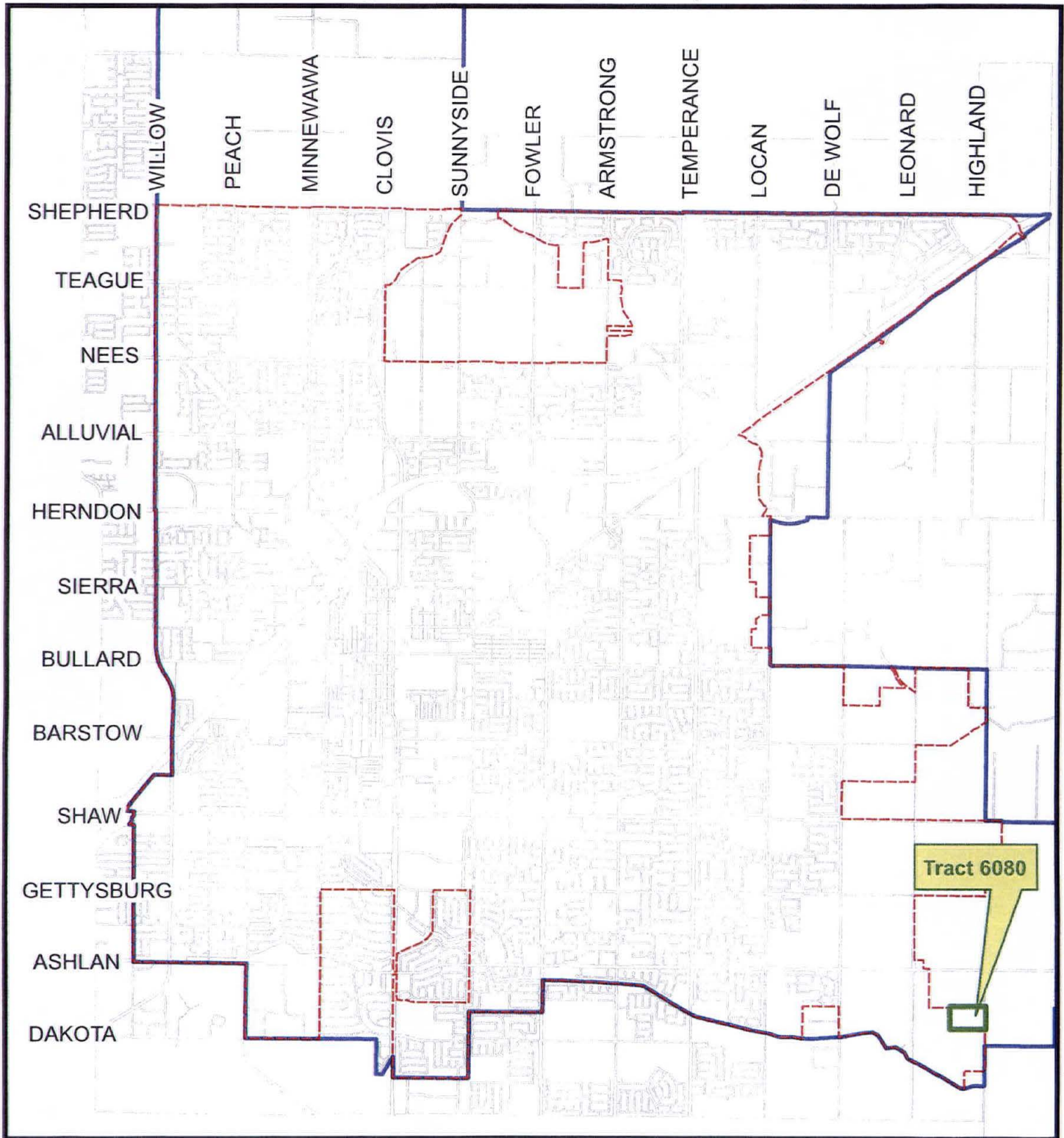
DATED:

Mayor

City Clerk

VICINITY MAP

Tract 6080
Ashlan/Highland No. 1, LP (McCaffrey Homes)



ATTACHMENT B

 CITY LIMITS  SPHERE OF INFLUENCE



1" = 5500'

OWNER'S STATEMENT

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

ASHLAN/HIGHLAND NO. 1, LP, A DELAWARE LIMITED PARTNERSHIP

BY: THE MCCAFFREY GROUP, INC., A CALIFORNIA CORPORATION, ITS GENERAL PARTNER

ROBERT A. MCCAFFREY
CHIEF EXECUTIVE OFFICER

BRENT M. MCCAFFREY
PRESIDENT

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

THOMAS G. WALKER
SENIOR VICE PRESIDENT

FRESNO IRRIGATION DISTRICT, AN EASEMENT & FEE TITLE HOLDER

THE FRESNO IRRIGATION DISTRICT, A CALIFORNIA IRRIGATION DISTRICT

RYAN JACOBSON
PRESIDENT

GARY R. SERRATO
SECRETARY

RECORDER'S STATEMENT

DOCUMENT NO. _____

FEE \$ _____

FILED THIS _____ DAY OF _____, 20____, AT _____ M., IN
BOOK _____ OF PLATS, AT PAGES _____, FRESNO COUNTY RECORDS, AT THE
REQUEST OF MORTON & PITALO, INC.

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

BY: _____
DEPUTY

NOTARY ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

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

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

WITNESS MY HAND.

NOTARY PUBLIC, STATE OF _____
PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

NOTARY ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

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

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

WITNESS MY HAND.

NOTARY PUBLIC, STATE OF _____
PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

FINAL MAP OF
TRACT NO. 6080
N1/2 OF THE SE1/4 OF THE NE1/4 OF
SECTION 24, T. 13 S., R. 21 E., M.D.B.&M.

CITY OF CLOVIS, FRESNO COUNTY, CALIFORNIA

PREPARED AUGUST, 2016

MORTON & PITALO, INC.

SHEET 1 OF 4 SHEETS

LEGAL DESCRIPTION

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

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO
THE OFFICIAL PLAT THEREOF

THIS LAND IS SUBJECT TO THE FOLLOWING:

1. ANY SPECIAL TAX WHICH IS NOW A LIEN AND THAT MAY BE LEVIED WITHIN THE CITY
OF CLOVIS COMMUNITY FACILITIES DISTRICT NO. 2004-1, A NOTICE OF WHICH WAS
RECORDED AS FOLLOWS:

INSTRUMENT ENTITLED : AMENDED NOTICE OF SPECIAL TAX LIEN
RECORDED : JULY 10, 2015 IN OFFICIAL RECORDS UNDER RECORDER'S
SERIAL NUMBER 2015-0088577

NOTE: AMONG OTHER THINGS, THERE ARE PROVISIONS IN SAID NOTICE FOR A SPECIAL
TAX TO BE LEVIED ANNUALLY, THE AMOUNTS OF WHICH ARE TO BE ADDED TO AND
COLLECTED WITH THE PROPERTY TAXES.

2. SAID LAND LIES WITHIN THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT AND
IS SUBJECT TO DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL
DRAINAGE FACILITIES, AS DISCLOSED BY INSTRUMENT:

ENTITLED : RESOLUTION NO. 1816 - THE BOARD OF DIRECTORS OF THE
FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

BY : THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN
FLOOD CONTROL DISTRICT

RECORDED : JULY 31, 1995 AS SERIES NUMBER 95092128
RETURNED TO ADDRESS: 5469 E. OLIVE AVENUE, FRESNO, CA 92727

3. ASSESSMENT NO. 6805 FOR FRESNO METROPOLITAN FLOOD CONTROL DISTRICT PAYABLE
WITH THE REAL PROPERTY TAXES.

NOTARY ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

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

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

WITNESS MY HAND.

NOTARY PUBLIC, STATE OF _____
PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

SURVEYOR'S STATEMENT

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 ASHLAN/HIGHLAND NO. 1, LP, A DELAWARE LIMITED
PARTNERSHIP, ON AUGUST 1, 2016. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF
THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN
THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP WAS RECORDED, OR
ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER, AND THAT SAID MONUMENTS ARE,
OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL
MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED _____

CHRISTOPHER J. GORGES
P.L.S. 7350



CITY ENGINEER'S STATEMENT

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

DATED _____

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

CITY CLERK'S STATEMENT

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

DATED _____

JOHN HOLT, CITY CLERK

NOTARY ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

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

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

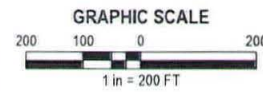
WITNESS MY HAND.

NOTARY PUBLIC, STATE OF _____
PRINT NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____



NOTES:

- (1) ALL REAR LOT CORNERS AND ANGLE POINTS SHALL BE MARKED WITH A 1" IRON PIPE WITH PLASTIC PLUG STAMPED L.S. 7350, UNLESS SHOWN OTHERWISE.
- (2) ALL FRONT LOT CORNERS SHALL BE MARKED WITH A 1" IRON PIPE WITH PLASTIC PLUG STAMPED L.S. 7350
- (3) ALL BEGINNING AND ENDING OF CURVES ON THE RIGHT OF WAY LINES SHALL BE MARKED WITH A 1" IRON PIPE WITH PLASTIC PLUG STAMPED L.S. 7350.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 24, T. 13 S., R. 21 E. M.D.M. AS SHOWN ON TRACT NO. 6098, FILED IN VOLUME 85 OF PLATS AT PAGES 99 THROUGH 104, FRESNO COUNTY RECORDS. THE BEARING OF WHICH IS N00°00'18"W AND WAS BASED ON MONUMENTS SHOWN HEREON AS FOUND.

E 1/4 CORNER OF SECTION 13, 13/21
FND 5"x8" GRANITE ROCK WITH 2" IRON PIPE N
84°34'32" E 0.47', TAGGED LS 2931, FLUSH IN CREEK
(0.42' EAST PER (2) & PER COR. REC. No. 00023)

NE CORNER OF SECTION 24, 13/21
NOTHING FOUND OR SET. POSITION ESTABLISHED
PER THE METHOD DESCRIBED ON RECORD (2)
(FCBCM DOWN 8" IN MON. WELL PER COR. REC. No. 4979)

FINAL MAP OF TRACT NO. 6080 N1/2 OF THE SE1/4 OF THE NE1/4 OF SECTION 24, T. 13 S., R. 21 E., M.D.B.&M. CITY OF CLOVIS, FRESNO COUNTY, CALIFORNIA PREPARED AUGUST, 2016 MORTON & PITALO, INC. SHEET 2 OF 4 SHEETS

LEGEND

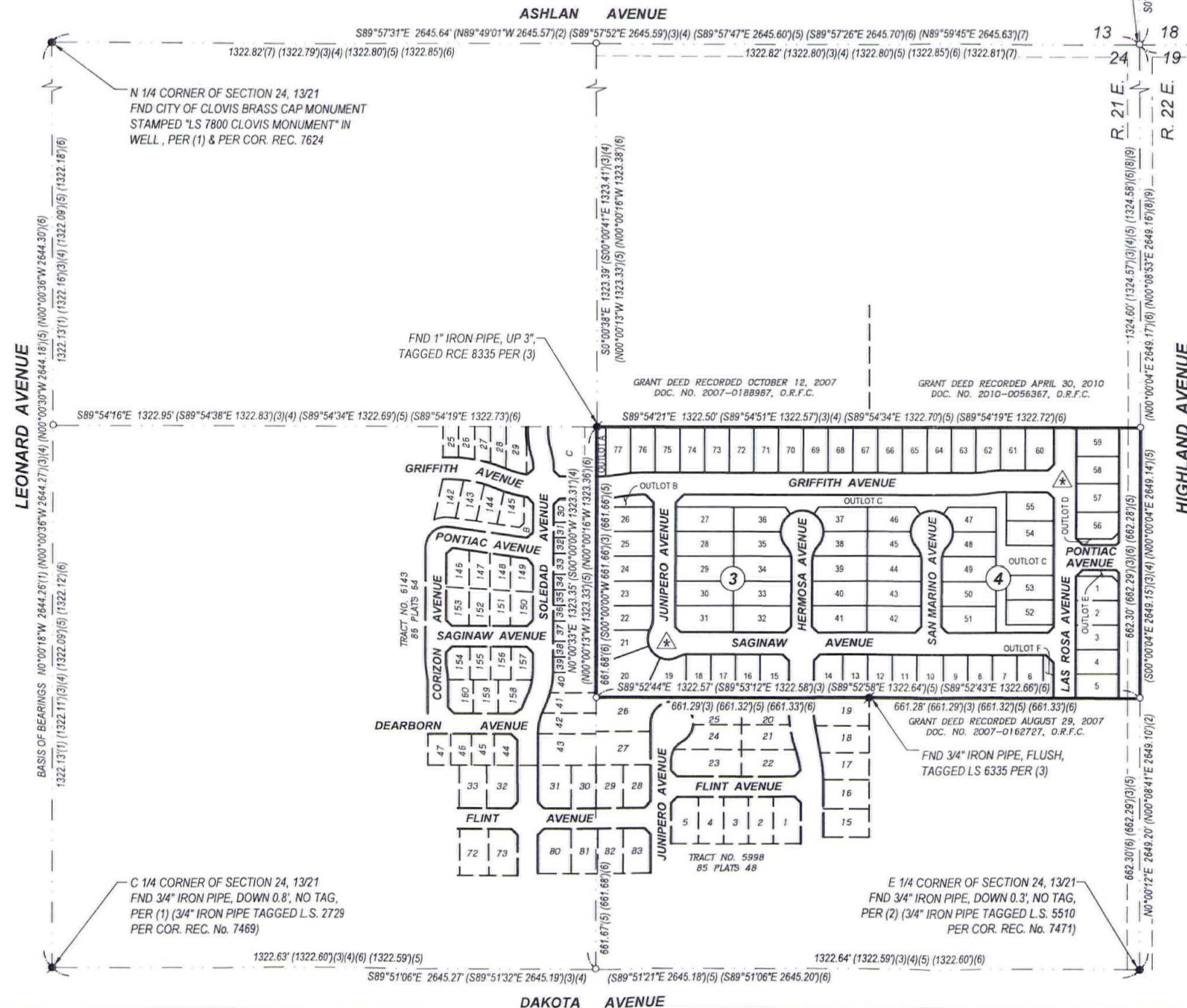
- DIMENSION POINT, NOTHING FOUND OR SET
- MONUMENT FOUND AND ACCEPTED AS DESCRIBED HEREON
- ⊙ INDICATES WITNESS CORNER, SET 1" IRON PIPE TAGGED L.S. 7350 5.00' X 5.00' FROM LOT LINES OR 5.00' FROM LOT CORNER. (SEE WITNESS CORNER DETAIL ON SHEETS 3 & 4)
- ⊗ SET 1" IRON PIPE WITH PLASTIC PLUG STAMPED L.S. 7350
- (R)..... RADIAL BEARING
- INDICATES SUBDIVISION BOUNDARY
- ////..... INDICATES RELINQUISHMENT OF DIRECT VEHICULAR ACCESS RIGHTS
- (1)..... RECORD DATA PER TRACT NO. 6098, VOLUME 85 OF PLATS, PAGES 99 - 104, FRESNO COUNTY RECORDS
- (2)..... RECORD PER PARCEL MAP NO. 8101, BOOK 71 OF PARCEL MAPS, PAGES 94 - 95, FRESNO COUNTY RECORDS
- (3)..... RECORD DATA PER TRACT NO. 5998, VOLUME 85 OF PLATS, PAGES 48 - 50, FRESNO COUNTY RECORDS
- (4)..... RECORD DATA PER TRACT NO. 5701A, VOLUME 85 OF PLATS, PAGES 6 - 8, FRESNO COUNTY RECORDS
- (5)..... RECORD DATA PER RECORD OF SURVEY, BOOK 47 OF RECORD OF SURVEYS, PAGE 52, FRESNO COUNTY RECORDS
- (6)..... RECORD DATA PER RECORD OF SURVEY, BOOK 30 OF RECORD OF SURVEYS, PAGE 65, FRESNO COUNTY RECORDS
- (7)..... RECORD PER PARCEL MAP NO. 2004-09, BOOK 64 OF PARCEL MAPS, PAGES 79 - 80, FRESNO COUNTY RECORDS
- (8)..... RECORD PER PARCEL MAP NO. 3472, BOOK 23 OF PARCEL MAPS, PAGE 88, FRESNO COUNTY RECORDS
- (9)..... RECORD PER PARCEL MAP NO. 3442, BOOK 23 OF PARCEL MAPS, PAGE 41, FRESNO COUNTY RECORDS
- P.U.E. PUBLIC UTILITY EASEMENT
- # SHEET NUMBER

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
P.U.E. PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION

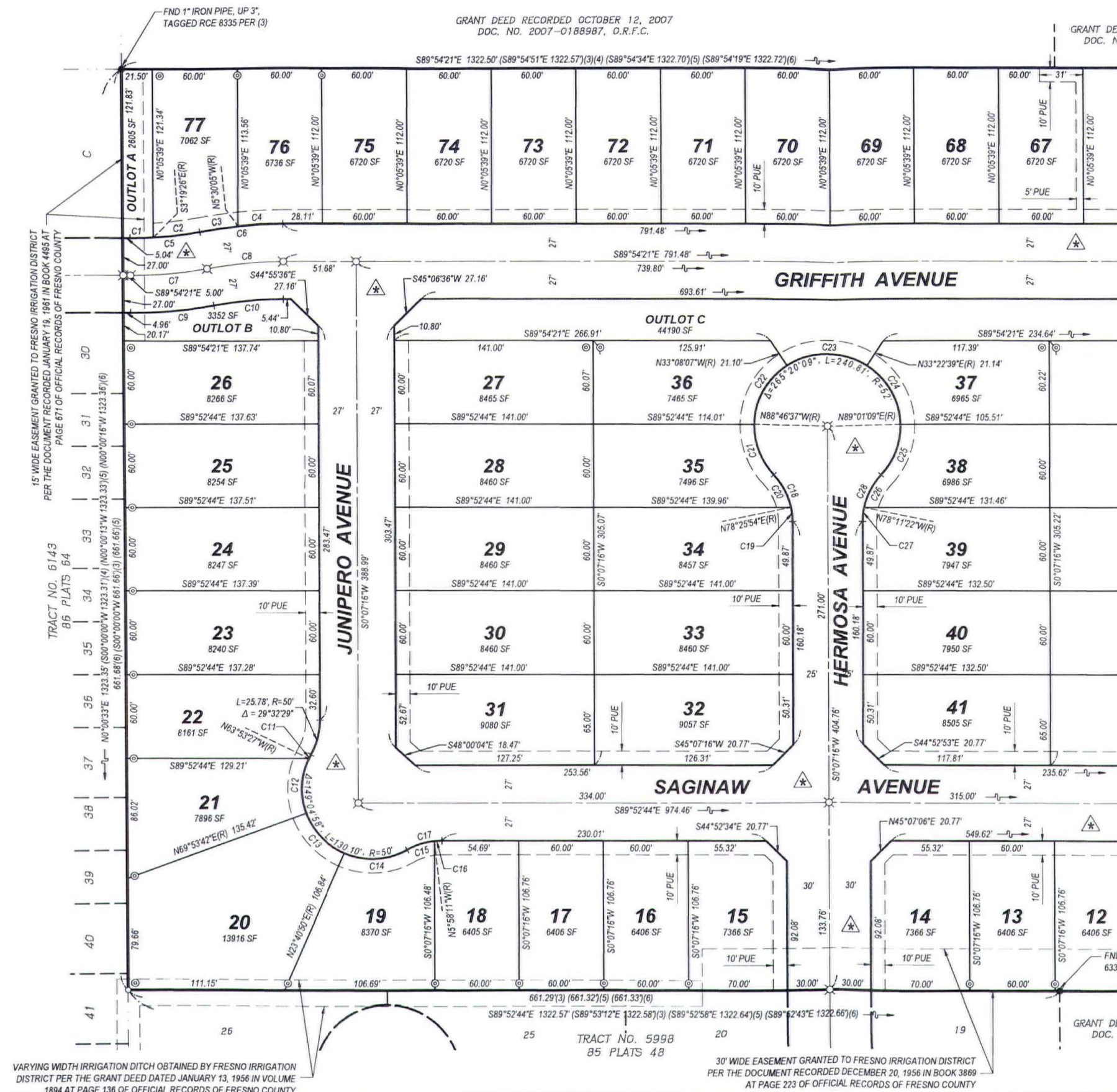
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

△ INDICATES AREA NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES

OUTLOTS A, B, C, D, AND E ARE HEREBY OFFERED FOR DEDICATION FOR PUBLIC USE.

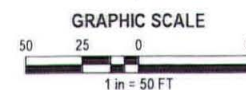


FINAL MAP OF
TRACT NO. 6080
N1/2 OF THE SE1/4 OF THE NE1/4 OF
SECTION 24, T. 13 S., R. 21 E., M.D.B.&M.
CITY OF CLOVIS, FRESNO COUNTY, CALIFORNIA
PREPARED AUGUST, 2016
MORTON & PITALO, INC.
SHEET 3 OF 4 SHEETS

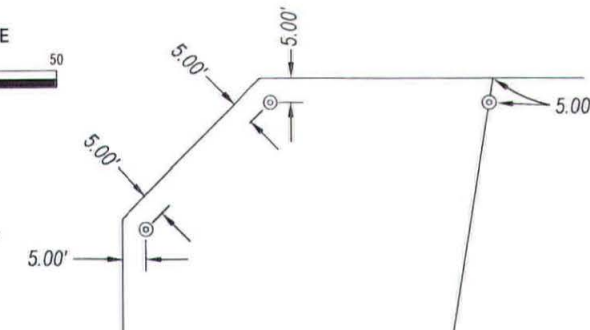


Curve Table			
Curve #	Delta	Radius	Length
C1	3°25'04"	273'	16.28'
C2	6°58'04"	273'	33.20'
C3	4°47'24"	327'	27.34'
C4	5°35'44"	327'	31.93'
C5	10°23'08"	273'	49.48'
C6	10°23'08"	327'	59.27'
C7	10°23'08"	300'	54.38'
C8	10°23'08"	300'	54.38'
C9	10°23'08"	327'	59.27'
C10	10°23'08"	273'	49.48'
C11	3°33'12"	50'	3.10'
C12	46°12'52"	50'	40.33'
C13	46°12'52"	50'	40.33'
C14	53°06'02"	50'	46.34'

Curve Table			
Curve #	Delta	Radius	Length
C15	23°27'02"	50'	20.46'
C16	6°05'27"	50'	5.32'
C17	29°32'29"	50'	25.78'
C18	42°40'05"	50'	37.23'
C19	11°41'22"	50'	10.20'
C20	30°58'43"	50'	27.03'
C21	43°46'12"	52'	39.72'
C22	55°38'30"	52'	50.50'
C23	66°30'46"	52'	60.37'
C24	55°38'30"	52'	50.50'
C25	43°46'11"	52'	39.72'
C26	30°58'43"	50'	27.03'
C27	11°41'22"	50'	10.20'
C28	42°40'05"	50'	37.23'



NOTE
SEE SHEET 2 FOR LEGEND, NOTES AND BASIS OF BEARINGS



VARYING WIDTH IRRIGATION DITCH OBTAINED BY FRESNO IRRIGATION DISTRICT PER THE GRANT DEED DATED JANUARY 13, 1956 IN VOLUME 1894 AT PAGE 136 OF OFFICIAL RECORDS OF FRESNO COUNTY

30' WIDE EASEMENT GRANTED TO FRESNO IRRIGATION DISTRICT PER THE DOCUMENT RECORDED DECEMBER 20, 1956 IN BOOK 3869 AT PAGE 223 OF OFFICIAL RECORDS OF FRESNO COUNTY

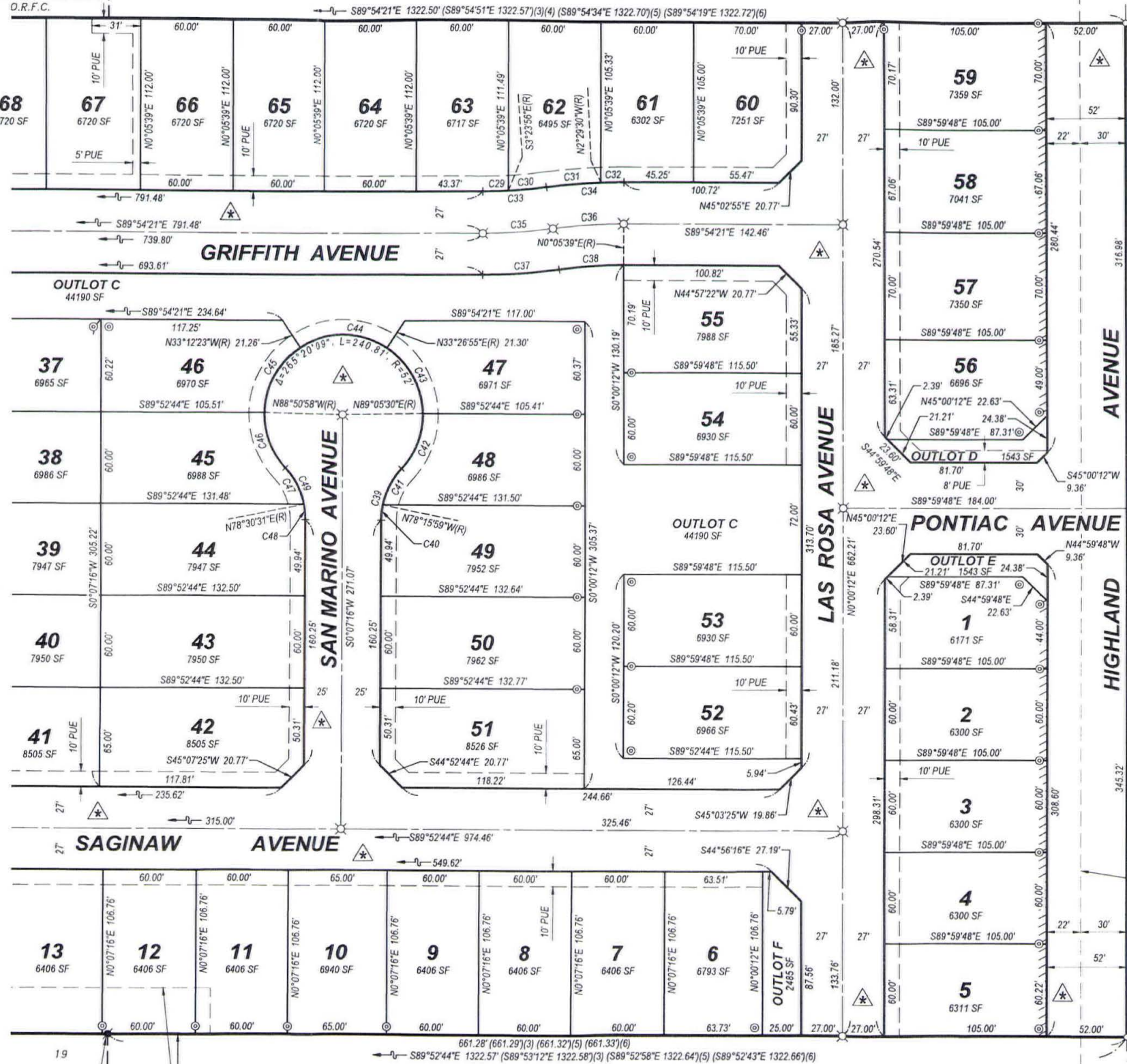
GRANT DEED RECORDED AUGUST 29, 2007
DOC. NO. 2007-0162727, O.R.F.C.

GRANT DEED RECORDED
OCTOBER 12, 2007
DOC. NO. 2007-0188987,
O.R.F.C.

GRANT DEED RECORDED APRIL 30, 2010
DOC. NO. 2010-0056367, O.R.F.C.

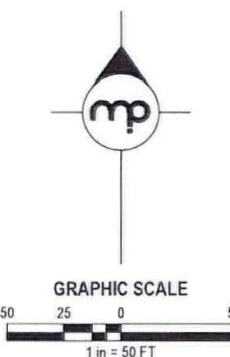
**FINAL MAP OF
TRACT NO. 6080**
N1/2 OF THE SE1/4 OF THE NE1/4 OF
SECTION 24, T. 13 S., R. 21 E., M.D.B.&M.
CITY OF CLOVIS, FRESNO COUNTY, CALIFORNIA
PREPARED AUGUST, 2016
MORTON & PITALO, INC.
SHEET 4 OF 4 SHEETS

SEE SHEET 3



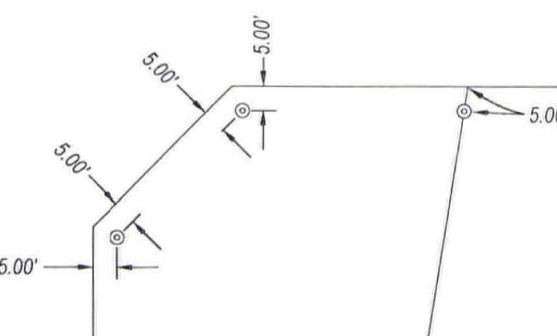
Curve Table			
Curve #	Delta	Radius	Length
C29	3°29'34"	273'	16.64'
C30	5°16'04"	273'	25.10'
C31	6°10'30"	327'	35.24'
C32	2°35'08"	327'	14.76'
C33	8°45'38"	273'	41.74'
C34	8°45'38"	327'	50.00'
C35	8°45'38"	300'	45.87'
C36	8°45'38"	300'	45.87'
C37	8°45'38"	327'	50.00'
C38	8°45'38"	273'	41.74'
C39	42°40'05"	50'	37.23'

Curve Table			
Curve #	Delta	Radius	Length
C40	11°36'45"	50'	10.13'
C41	31°03'20"	50'	27.10'
C42	43°41'51"	52'	39.66'
C43	55°38'35"	52'	50.50'
C44	66°39'18"	52'	60.49'
C45	55°38'35"	52'	50.50'
C46	43°41'50"	52'	39.66'
C47	31°03'20"	50'	27.10'
C48	11°36'45"	50'	10.13'
C49	42°40'05"	50'	37.23'



NOTE
SEE SHEET 2 FOR LEGEND, NOTES AND BASIS OF BEARINGS

30' RIGHT OF WAY FOR PUBLIC
ROAD TO THE COUNTY OF
FRESNO PER THE DEED
RECORDED ON 2-18-1890 IN
BOOK 108 OF DEEDS, AT PAGE
283, FRESNO COUNTY RECORDS



WITNESS CORNER DETAIL
NOT TO SCALE

TRACT NO. 5998
85 PLATS 48
FND 3/4" IRON PIPE, FLUSH,
TAGGED LS 6335 PER (3)

30' WIDE EASEMENT GRANTED TO FRESNO IRRIGATION DISTRICT
PER THE DOCUMENT RECORDED DECEMBER 20, 1956 IN BOOK 3869
AT PAGE 223 OF OFFICIAL RECORDS OF FRESNO COUNTY



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 7, 2017

SUBJECT: Approval – Resolution No. 17-____, Annexation of Proposed Tract 6080, located at the southwest area of Ashlan and Highland Avenues, to the Landscape Maintenance District No. 1 of the City of Clovis (Ashlan/Highland No.1, LP – McCaffrey Homes).

ATTACHMENT: (A) Res. 17-__

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 17-____, that will annex proposed Tract 6080 located at the southwest area of Ashlan and Highland Avenues, to the Landscape Maintenance District No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owner, Ashlan/Highland No.1, LP (McCaffrey Homes), 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 6080.

BACKGROUND

Ashlan/Highland No.1, LP (McCaffrey Homes), the developer of Tract 6080, has executed a covenant that this development be annexed to the City of Clovis LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985 for the purpose of funding the maintenance of landscaped areas and parks.

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

FISCAL IMPACT

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

	<u>Tract 6080</u>	<u>Year to Date</u>
LMD Landscaping added:	1.196 acres	1.196 acres
Resource needs added:	0.120 person	0.120 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 6080 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: Gene G. Abella, Assistant Engineer

Submitted by:


Michael Harrison
City Engineer

Recommended by:


Dwight Kroll, AICP
Director of Planning
And Development
Services

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. 6080, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

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

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

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

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 7 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

Exhibit "A"

LOTS 1 THROUGH 77, INCLUSIVE, OF TRACT MAP 6080, RECORDED IN VOLUME _____, PAGES _____
THROUGH _____ OF TRACT MAPS, FRESNO COUNTY RECORDS.



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 7, 2017

SUBJECT: Approval – Res. 17-__, Final Map for Tract 6101, located on the southeast corner of Leonard Avenue and Dakota Avenue. (DYP 6101, L.P. – DeYoung Properties).

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:

1. Accept the offer of dedication of street and public utility easements within Tract 6101, and;
2. Authorize recording of the final map.

EXECUTIVE SUMMARY

The owner, DYP 6101, L.P., 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 southeast corner of Leonard Avenue and Dakota Avenue. It contains approximately 28.52 acres and consists of 112 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.

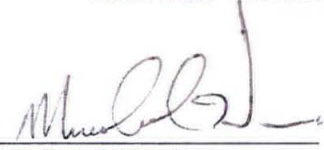
REASON FOR RECOMMENDATION

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

RESOLUTION 17-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6101

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6101, by The City of Clovis, a Municipal Corporation, and

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

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

1. The final map of Tract 6101, consisting of five (5) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.

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

3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of \$5,436,033.05.

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

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

6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) or the sum of \$4,835,000.00 for

guaranteeing specific performance of said agreement and fifty percent (50%) or the sum of \$2,418,000.00 for payment of labor and materials furnished by contractors, subcontractors, laborers and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.

7. Subdivider shall furnish a bond in the sum of \$543,600.00 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 August 7, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

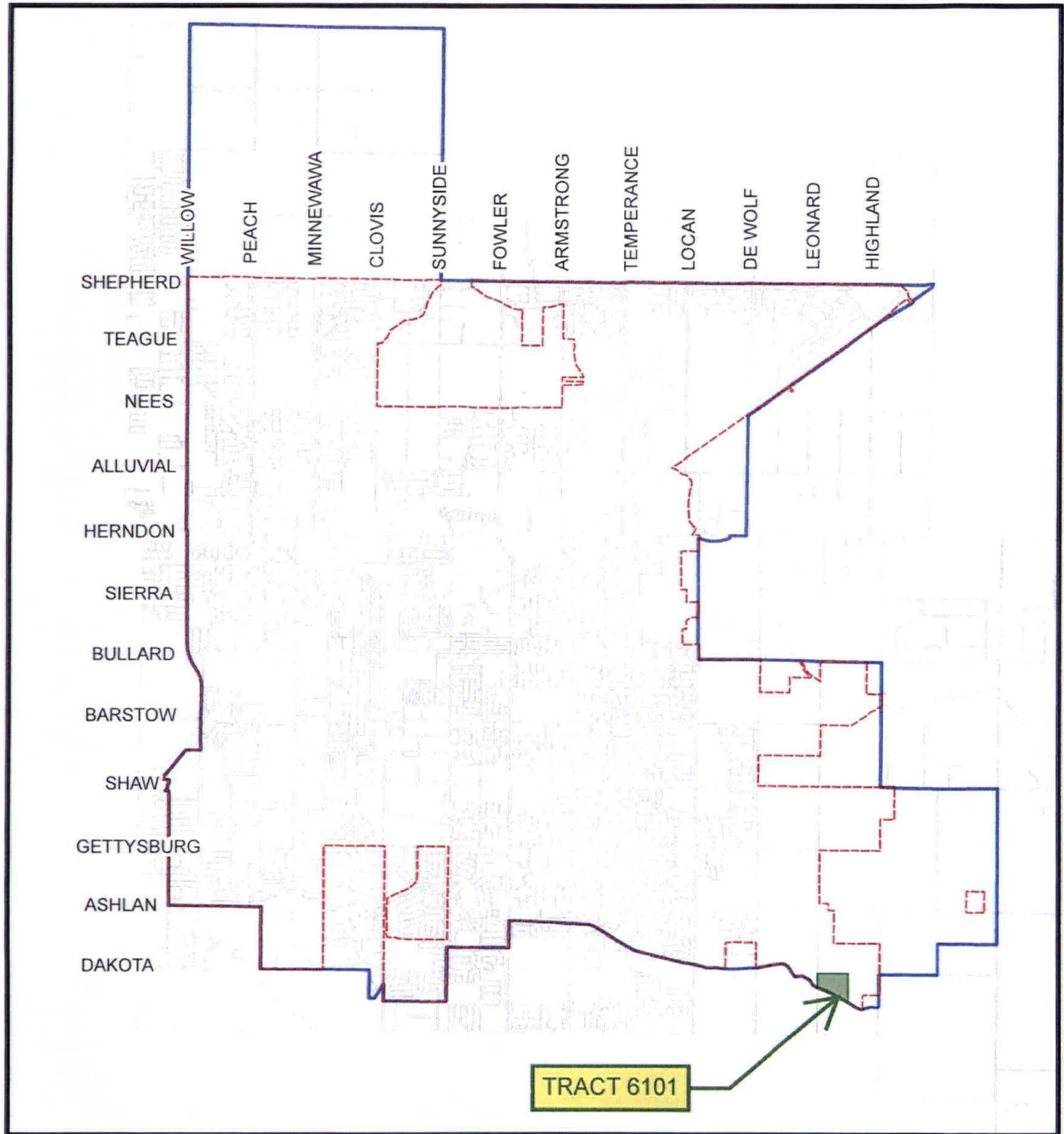
ABSTAIN:

DATED:

Mayor

City Clerk

VICINITY MAP



ATTACHMENT B

 CITY LIMITS  SPHERE OF INFLUENCE



1" = 6000'

FINAL MAP OF
TRACT NO. 6101

BEING A DIVISION OF A PORTION OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF; SURVEYED AND PLATTED IN AUGUST 2016 BY QK

CONSISTING OF 5 SHEETS
SHEET 1 OF 5

ENCUMBRANCES - SEE SHEET 5 OF 5

BY:



6051 N. FRESNO ST., STE. 200 TEL: (559) 449-2400
FRESNO, CA 93710 WWW.QKINC.COM

SURVEYOR'S STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN. THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. AT THE REQUEST OF DYP 6101, L.P., A CALIFORNIA LIMITED PARTNERSHIP, IN AUGUST 2016, I HEREBY STATE THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

GARTH A. PECCHENINO, PLS 7825

DATE

CITY ENGINEER'S STATEMENT

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

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

DATE

CITY CLERK'S CERTIFICATE

I, JOHN HOLT, DO HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF CLOVIS, BY RESOLUTION

ADOPTED ON _____, 20____, APPROVED THE WITHIN MAP AND ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC, ANY REAL PROPERTY AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

JOHN HOLT, CITY CLERK

DATE

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF _____ }

ON _____, BEFORE ME, _____, NOTARY PUBLIC,

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

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

WITNESS MY HAND

SIGNATURE _____

PRINT NAME

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE PAID _____

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

IN VOLUME _____ OF PLATS, AT PAGES _____ THRU _____, FRESNO COUNTY RECORDS AT THE REQUEST OF QK.

PAUL A. DICTOS, CPA
FRESNO COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE LEGAL OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THIS SUBDIVISION MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY FOR THE MAKING AND FILING OF SAID SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES HEREON, AND WE HEREBY OFFER FOR DEDICATION FOR PUBLIC USE ALL THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

DYP 6101, L.P., A CALIFORNIA LIMITED PARTNERSHIP
BY: TEAM 5 PROPERTIES, INC. A CALIFORNIA CORPORATION
ITS GENERAL PARTNER

BY: _____
ERNIE ESCOBEDO, CHIEF FINANCIAL OFFICER

BY: _____
CHRISTOPHER BRANDON DE YOUNG,
EXECUTIVE VICE PRESIDENT

BENEFICIARY

UNITED SECURITY BANK AS BENEFICIARY UNDER DEED OF TRUST RECORDED JUNE 30, 2016 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2016-0084683 AND RECORDED DECEMBER 29, 2016 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2016-0178416; AND AS SECURED PARTY UNDER DEED OF TRUST RECORDED JUNE 30, 2016 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2016-0084684.

BY: _____ BY: _____
NAME TITLE

BENEFICIARY

TRIVALLEY DEVELOPMENT GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY AS BENEFICIARY UNDER DEED OF TRUST RECORDED JUNE 30, 2016 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2016-0084685; THIS DEED OF TRUST BY THE PROVISIONS OF AN AGREEMENT RECORDED DECEMBER 29, 2016 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2016-0178418 WAS MADE SUBORDINATE TO THE DEED OF TRUST REFERRED TO AS INSTRUMENT NO. 2016-0178416.

BY: _____ BY: _____
NAME TITLE

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF _____ }

ON _____, BEFORE ME, _____, NOTARY PUBLIC,

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

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

WITNESS MY HAND

SIGNATURE _____

PRINT NAME

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF _____ }

ON _____, BEFORE ME, _____, NOTARY PUBLIC,

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

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

WITNESS MY HAND

SIGNATURE _____

PRINT NAME

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA }

COUNTY OF _____ }

ON _____, BEFORE ME, _____, NOTARY PUBLIC,

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

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

WITNESS MY HAND

SIGNATURE _____

PRINT NAME

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

FINAL MAP OF TRACT NO. 6101

SHEET 2 OF 5
SEE SHEET 5 OF 5 FOR CURVE TABLE

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, WAS TAKEN AS N00°00'36"W, AS SHOWN ON SUBDIVISION MAP OF TRACT NO. 5998, RECORDED IN VOLUME 85 OF PLATS AT PAGES 48, 49 AND 50, FRESNO COUNTY RECORDS.

REFERENCES

- (A) RECORD OF SURVEY, 49 R.S. 62, F.C.R.
- (B) PARCEL MAP NO. 1990, 11 P.M. 83, F.C.R.
- (C) TRACT NO. 5998, 85 PLATS 48, 49 & 50, F.C.R.
- (D) TRACT NO. 6114, 86 PLATS 1, 2, 3 & 4, F.C.R.
- (E) TRACT NO. 4249, 56 PLATS 30 & 31, F.C.R.
- (F) DEED, DOC# 2016-0084682, F.C.O.R.
- (G) DEED, DOC# 2016-0084530, F.C.O.R.
- (H) DEED, DOC# 2016-0084415-DO, F.C.O.R.
- (I) DEED, DOC# 2015-0039100, F.C.O.R.
- (J) DEED, DOC# 2015-0146306, F.C.O.R.
- (K) DEED, DOC# 2004-0014537, F.C.O.R.
- (L) QUIET TITLE DEED, FILED JAN. 12, 1983, DOC# 83029213, F.C.O.R.
- (M) DEED, DOC# 2016-0008698, F.C.O.R.
- (N) PG&E EASEMENT, DOC# 2015-0157751, F.C.R.

BY: **QK**
6051 N. FRESNO ST., STE. 200 TEL: (559) 449-2400
FRESNO, CA 93710 WWW.QKINC.COM

LEGEND

- ▲ MONUMENT FOUND AND ACCEPTED AS DESCRIBED, UNLESS NOTED OTHERWISE.
- SET 3/4" IRON PIPE TAGGED PLS 7621, OR SET NAIL AND BRASS TAG STAMPED PLS 7621.
- (A) REFERENCE DATA
- CALC. CALCULATED
- F.C.O.R. FRESNO COUNTY OFFICIAL RECORD
- F.C.R. FRESNO COUNTY RECORDS
- F.I.D. FRESNO IRRIGATION DISTRICT
- P.U.E. PUBLIC UTILITIES EASEMENT
- (R) RADIAL
- 264.11 ALL MEASUREMENTS ARE GROUND DISTANCE, IN FEET AND DECIMAL FRACTIONS THEREOF.
- INDICATES SUBDIVISION BOUNDARY
- - - SECTION LINE

*NOTE

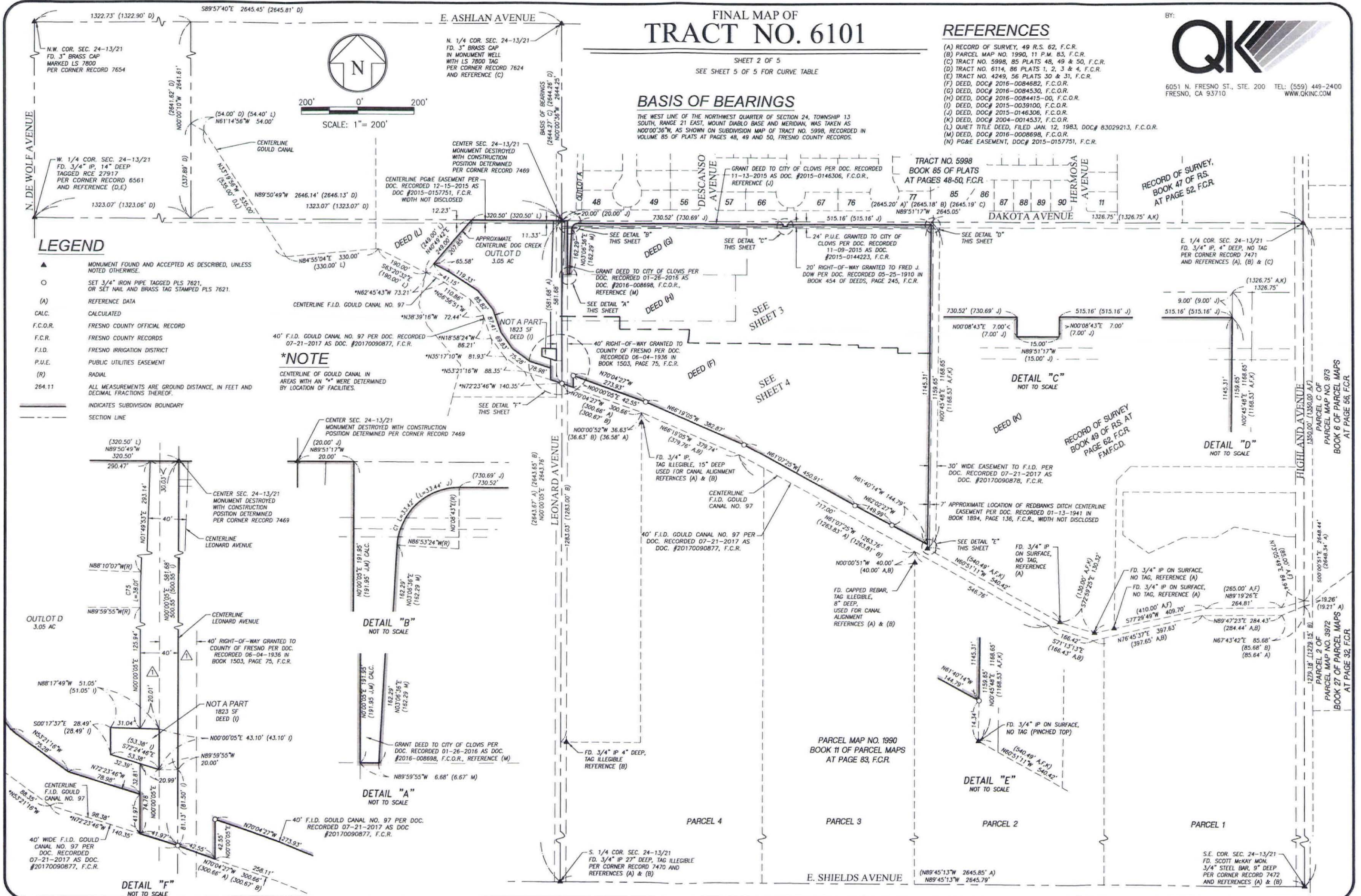
CENTERLINE OF GOULD CANAL IN AREAS WITH AN "X" WERE DETERMINED BY LOCATION OF FACILITIES.

RECORD OF SURVEY,
BOOK 47 OF RS.
AT PAGE 52, F.C.R.

RECORD OF SURVEY
BOOK 49 OF RS. AT
PAGE 62, F.C.R.
F.M.C.D.

RECORD OF SURVEY
BOOK 6 OF PARCEL MAPS
AT PAGE 56, F.C.R.

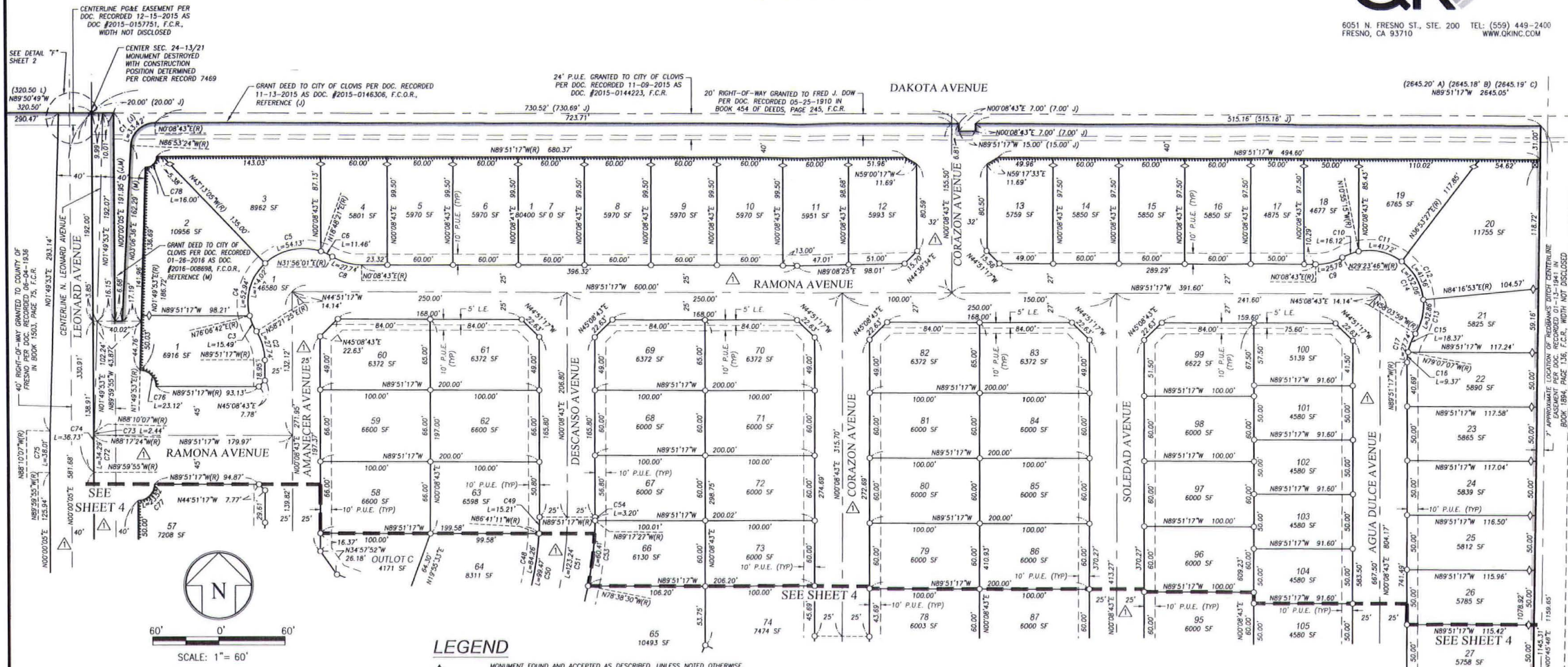
RECORD OF SURVEY
BOOK 27 OF PARCEL MAPS
AT PAGE 32, F.C.R.



FINAL MAP OF TRACT NO. 6101

SHEET 3 OF 5
SEE SHEET 5 OF 5 FOR CURVE TABLE

BY: **QK**
6051 N. FRESNO ST., STE. 200 TEL: (559) 449-2400
FRESNO, CA 93710 WWW.QKINC.COM



BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT Diablo BASE AND MERIDIAN, WAS TAKEN AS N00°00'36"W AS SHOWN ON SUBDIVISION MAP OF TRACT NO. 5998, RECORDED IN VOLUME 85 OF PLATS AT PAGES 48, 49 AND 50, FRESNO COUNTY RECORDS.

REFERENCES

- (A) RECORD OF SURVEY, 49 R.S. 62, F.C.R.
- (B) PARCEL MAP NO. 1990, 11 P.M. 83, F.C.R.
- (C) TRACT NO. 5998, 85 PLATS 48, 49 & 50, F.C.R.
- (D) TRACT NO. 6114, 86 PLATS 1, 2, 3 & 4, F.C.R.
- (E) TRACT NO. 4249, 56 PLATS 30 & 31, F.C.R.
- (F) DEED, DOC# 2016-0084682, F.C.O.R.
- (G) DEED, DOC# 2016-0084530, F.C.O.R.
- (H) DEED, DOC# 2016-0084415-00, F.C.O.R.
- (I) DEED, DOC# 2015-0039100, F.C.O.R.
- (J) DEED, DOC# 2015-0146306, F.C.O.R.
- (K) DEED, DOC# 2004-0014537, F.C.O.R.
- (L) QUIET TITLE DEED, FILED JAN. 12, 1983, DOC# 83029213, F.C.O.R.
- (M) DEED, DOC# 2016-0008698, F.C.O.R.
- (N) PG&E EASEMENT, DOC# 2015-0157751, F.C.R.

LEGEND

- ▲ MONUMENT FOUND AND ACCEPTED AS DESCRIBED, UNLESS NOTED OTHERWISE.
- SET 3/4" IRON PIPE TAGGED PLS 7621, OR SET NAIL AND BRASS TAG STAMPED PLS 7621.
- ◇ SET WITNESS CORNER 3/4" X 30" IRON PIPE TAGGED PLS 7621 6" DEEP ON LOT LINE AS SHOWN, 5.00' OFFSET FROM NEAREST LOT CORNER. (DISTANCES SHOWN ARE TO THE TRUE CORNER), UNLESS SHOWN OTHERWISE.
- ⊠ SET WITNESS CORNER 3/4" X 30" IRON PIPE TAGGED PLS 7621 6" DEEP, 5.00' X 5.00' OFFSETS FROM FROM NEAREST LOT CORNER. (DISTANCES SHOWN ARE TO THE TRUE CORNER).
- (A) REFERENCE DATA
- CALC. CALCULATED
- F.C.O.R. FRESNO COUNTY OFFICIAL RECORD
- F.C.R. FRESNO COUNTY RECORDS
- F.I.D. FRESNO IRRIGATION DISTRICT
- F.M.F.C.D. FRESNO METROPOLITAN FLOOD CONTROL DISTRICT
- L.E. LANDSCAPE EASEMENT
- P.U.E. PUBLIC UTILITIES EASEMENT
- (R) RADIAL
- 264.11 ALL MEASUREMENTS ARE GROUND DISTANCE, IN FEET AND DECIMAL FRACTIONS THEREOF.
- WAIVER OF DIRECT ACCESS RIGHTS
- INDICATES SUBDIVISION BOUNDARY
- SECTION LINE
- △ PUBLIC STREET AND UTILITY PURPOSES.

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

P.U.E. PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION.
L.E. LANDSCAPE EASEMENT NOW OFFERED FOR DEDICATION.

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

OUTLOTS A, B & C FOR PUBLIC USE TO THE CITY OF CLOVIS
△ FOR PUBLIC STREET AND UTILITY PURPOSES TO THE CITY OF CLOVIS.

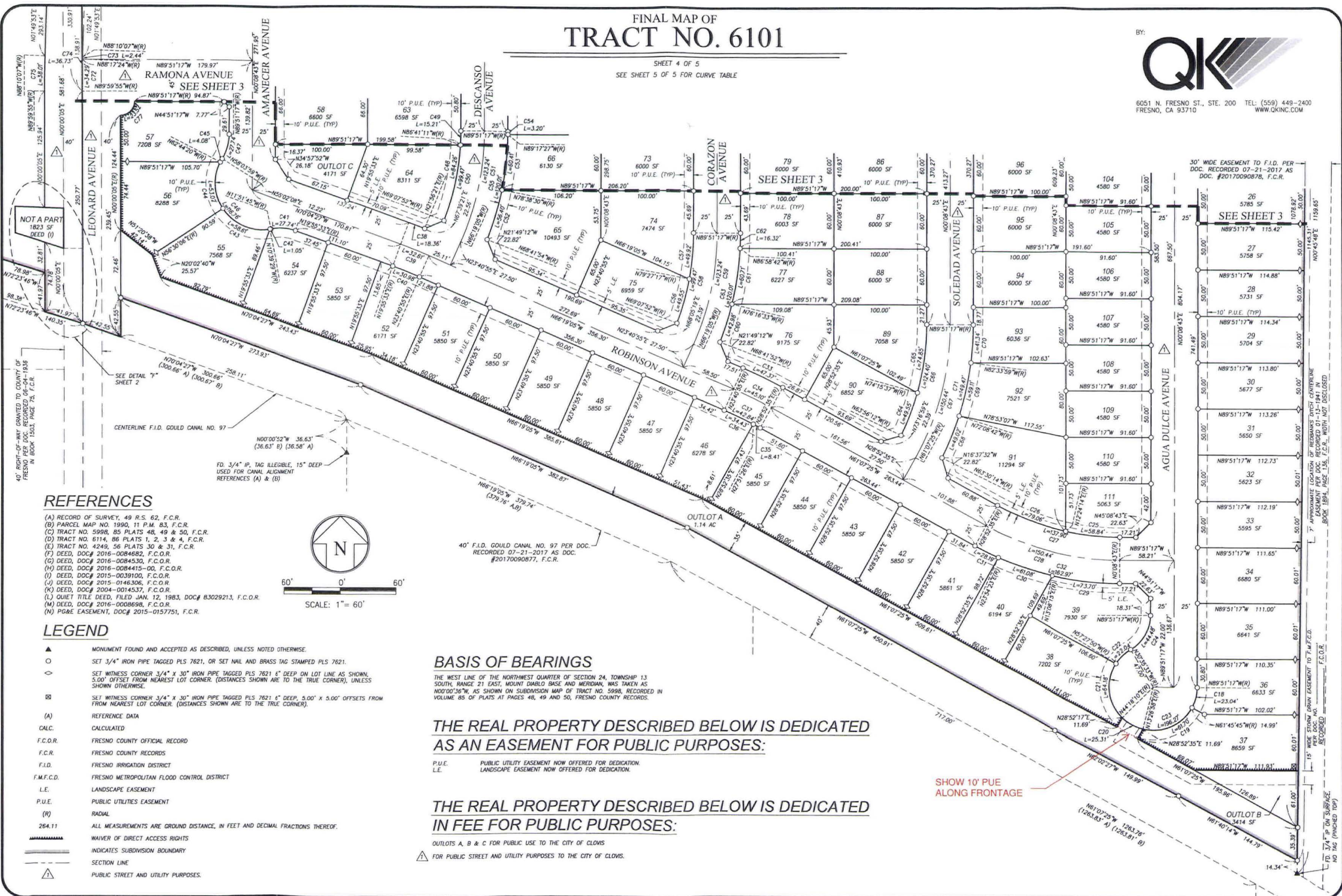
FINAL MAP OF TRACT NO. 6101

SHEET 4 OF 5
SEE SHEET 5 OF 5 FOR CURVE TABLE

BY:



6051 N. FRESNO ST., STE. 200 TEL: (559) 449-2400
FRESNO, CA 93710 WWW.QKINC.COM



FINAL MAP OF
TRACT NO. 6101

SHEET 5 OF 5

BY:



6051 N. FRESNO ST., STE. 200 TEL: (559) 449-2400
FRESNO, CA 93710 WWW.QKINC.COM

CURVE TABLE (J)

CURVE #	LENGTH	RADIUS	TANGENT	DELTA
C1	30.44'	22.00'	-	79°17'01"

CURVE TABLE

CURVE #	RADIUS	LENGTH	TANGENT	DELTA
C1	22.00'	33.42'	20.89'	87°02'07"
C2	50.00'	27.74'	14.24'	31°47'18"
C3	50.00'	15.49'	7.81'	17°45'17"
C4	50.00'	52.94'	29.26'	60°40'13"
C5	50.00'	54.13'	30.06'	62°01'26"
C6	50.00'	11.46'	5.75'	13°07'40"
C7	50.00'	134.02'	212.98'	153°34'36"
C8	50.00'	27.74'	14.24'	31°47'18"
C9	50.00'	25.78'	13.18'	29°32'29"
C10	50.00'	16.12'	8.13'	18°28'31"
C11	50.00'	41.72'	22.16'	47°48'42"
C12	50.00'	41.36'	21.94'	47°23'26"
C13	50.00'	32.86'	17.05'	37°39'08"
C14	50.00'	132.06'	195.66'	151°19'47"
C15	50.00'	18.37'	9.29'	21°03'07"
C16	50.00'	9.37'	4.70'	10°44'11"
C17	50.00'	27.74'	14.24'	31°47'18"
C18	47.00'	23.04'	11.76'	28°05'32"
C19	47.00'	61.70'	36.20'	75°12'43"
C20	47.00'	25.31'	12.97'	30°51'12"
C21	47.00'	64.18'	38.22'	78°14'00"
C22	47.00'	22.04'	11.23'	26°52'17"
C23	47.00'	196.27'	82.63'	239°15'44"
C24	43.00'	44.48'	24.46'	59°15'44"
C25	275.00'	58.84'	29.53'	12°15'31"
C26	275.00'	79.06'	39.81'	16°28'21"
C27	275.00'	137.90'	70.43'	28°43'52"
C28	300.00'	150.44'	76.83'	28°43'52"
C29	325.00'	73.70'	37.01'	12°59'32"
C30	325.00'	61.08'	30.63'	10°46'08"
C31	325.00'	28.19'	14.10'	4°58'12"
C32	325.00'	162.97'	83.24'	28°43'52"
C33	522.50'	47.37'	23.70'	5°11'40"
C34	497.50'	45.10'	22.57'	5°11'40"
C35	472.50'	8.41'	4.20'	1°01'09"
C36	472.50'	34.43'	17.22'	4°10'31"
C37	472.50'	42.84'	21.43'	5°11'40"
C38	522.50'	18.36'	9.18'	2°00'48"
C39	497.50'	32.61'	16.31'	3°45'22"

CURVE TABLE

CURVE #	RADIUS	LENGTH	TANGENT	DELTA
C40	472.50'	30.98'	15.49'	3°45'22"
C41	50.00'	27.74'	14.24'	31°47'18"
C42	50.00'	1.05'	0.53'	1°12'16"
C43	50.00'	58.61'	33.19'	67°09'35"
C44	50.00'	53.02'	29.31'	60°45'34"
C45	50.00'	4.08'	2.04'	4°40'21"
C46	50.00'	116.76'	117.21'	133°47'46"
C47	50.00'	27.74'	14.24'	31°47'18"
C48	275.00'	84.26'	42.46'	17°33'19"
C49	275.00'	15.21'	7.61'	3°10'06"
C50	275.00'	99.47'	50.28'	20°43'25"
C51	300.00'	123.24'	62.50'	23°32'12"
C52	325.00'	56.40'	28.27'	9°56'36"
C53	325.00'	60.41'	30.29'	10°38'57"
C54	325.00'	3.20'	1.60'	0°33'50"
C55	325.00'	120.01'	60.69'	21°09'23"
C56	275.00'	49.55'	24.84'	10°19'24"
C57	275.00'	49.92'	25.03'	10°24'01"
C58	275.00'	99.47'	50.28'	20°43'25"
C59	300.00'	123.24'	62.50'	23°32'12"
C60	325.00'	42.98'	21.52'	7°34'41"
C61	325.00'	60.71'	30.44'	10°42'09"
C62	325.00'	16.32'	8.16'	2°52'35"
C63	325.00'	120.01'	60.70'	21°09'25"
C64	275.00'	49.55'	24.84'	10°19'24"
C65	275.00'	74.85'	37.66'	15°35'41"
C66	275.00'	124.40'	63.28'	25°55'05"
C67	300.00'	150.44'	76.83'	28°43'52"
C68	325.00'	49.02'	24.55'	8°38'28"
C69	325.00'	59.11'	29.64'	10°25'16"
C70	325.00'	41.34'	20.70'	7°17'19"
C71	325.00'	149.47'	76.08'	26°21'03"
C72	1150.00'	34.29'	17.15'	1°42'31"
C73	1150.00'	2.44'	1.22'	0°07'17"
C74	1150.00'	36.73'	18.37'	1°49'48"
C75	1190.00'	38.01'	19.01'	1°49'48"
C76	15.00'	23.12'	14.56'	88°18'50"
C77	15.00'	23.52'	14.96'	89°51'22"
C78	10.00'	16.00'	10.30'	91°41'10"

ENCUMBRANCES

1. SAID LAND LIES WITHIN THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT AND IS SUBJECT TO DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES, AS DISCLOSED BY RESOLUTION NO. 1816, RECORDED JULY 31, 1995 AS SERIES NUMBER 95092128
2. ASSESSMENT NO. 6805 FOR FRESNO METROPOLITAN FLOOD CONTROL DISTRICT PAYABLE WITH THE REAL PROPERTY TAXES.
3. SAID LAND LIES WITHIN THE BOUNDARIES OF THE FRESNO IRRIGATION DISTRICT. ASSESSMENTS ARE INCLUDED IN THE GENERAL AND SPECIAL FRESNO COUNTY TAX BILL.
4. ANY EASEMENT FOR WATER COURSE OVER THAT PORTION OF SAID LAND LYING WITHIN THE BANKS OF DOG CREEK, REDBANKS DITCH AND GOULD CANAL AND ANY CHANGES IN THE BOUNDARY LINES OF SAID LAND THAT HAVE OCCURRED OR MAY HEREAFTER OCCUR FROM NATURAL CAUSES.
5. AN EASEMENT GRANTED TO FRESNO CANAL AND IRRIGATION COMPANY, A CORPORATION, FOR RIGHT-OF-WAY FOR CANAL AND EMBANKMENTS FOR ITS CANAL AND BRANCHES, RECORDED AUGUST 13, 1873 IN BOOK J OF DEEDS, PAGE 36.
AFFECTS: EXACT LOCATION NOT DISCLOSED
6. AN EASEMENT GRANTED TO FRED J. DOW FOR RIGHT OF WAY FOR PUBLIC ROAD RECORDED MAY 25, 1910 IN BOOK 454 OF DEEDS, PAGE 345.
AFFECTS: NORTH LEONARD ROAD
7. AN EASEMENT RESERVED BY CALIFORNIA LANDS INC., A CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS FOR THE RIGHT TO ENTER UPON THE LANDS AND TAKE ALL THE USUAL, NECESSARY OR CONVENIENT MEAN TO BORE WELLS, MAKE EXCAVATIONS AND TO REMOVE ALL THE OIL, GAS AND MINERALS FOUND THEREON RECORDED MARCH 31, 1934 IN BOOK 1335 OF OFFICIAL RECORDS, PAGE 235.
AFFECTS: SAID LAND, NOT SHOWN ON MAP
8. AN EASEMENT GRANTED TO THE COUNTY OF FRESNO FOR RIGHT OF WAY FOR PUBLIC ROAD RECORDED JUNE 4, 1936 IN BOOK 1503 OF OFFICIAL RECORDS, PAGE 75.
AFFECTS: NORTH LEONARD ROAD
9. AN EASEMENT GRANTED TO FRESNO IRRIGATION DISTRICT, A PUBLIC CORPORATION FOR IRRIGATION DITCH KNOWN AS REDBANKS DITCH NO. 388 RECORDED JANUARY 13, 1941 IN BOOK 1894 OF OFFICIAL RECORDS, PAGE 136.
AFFECTS: EXACT LOCATION NOT DISCLOSED
10. NOTICE OF INTENT TO PRESERVE MINERAL INTEREST BY TRANSAMERICA MINERALS COMPANY RECORDED MARCH 2, 2010 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2010-0027957.
AFFECTS: EXACT LOCATION NOT DISCLOSED
11. AN EASEMENT GRANTED TO THE CITY OF CLOVIS, A CALIFORNIA MUNICIPAL CORPORATION, FOR PUBLIC UTILITIES RECORDED NOVEMBER 9, 2015 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2015-0144223.
AFFECTS: NORTHERLY PORTION AS DESCRIBED THEREIN
12. AN EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION FOR ELECTRICAL FACILITIES DATED NOVEMBER 6, 2015 AND RECORDED DECEMBER 15, 2015 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2015-0157751.
AFFECTS: SAID PORTION, EXACT WIDTH NOT DISCLOSED



AGENDA ITEM NO: **CC-F-7**
City Manager: 

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Planning and Development Services
DATE: August 7, 2017

SUBJECT: Approval – Resolution No. 17-____, Annexation of Proposed Tract 6101, located on the southeast corner of Leonard Avenue and Dakota Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (DYP 6101, L.P. – DeYoung Properties).

ATTACHMENT: (A) Res. 17-__

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 17-____, that will annex proposed Tract 6101, located on the southeast corner of Leonard Avenue and Dakota Avenue to the Landscape Maintenance District No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owner, DYP 6101, L.P., 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 6101.

BACKGROUND

DYP 6101, L.P., the developer of Tract 6101, has executed a covenant that this development be annexed to the City of Clovis LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks.

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

FISCAL IMPACT

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

	<u>Tract 6101</u>	<u>Year to Date</u>
LMD Landscaping added:	0.84 acres	3.258 acres
Resource needs added:	0.084 person	.326 person

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

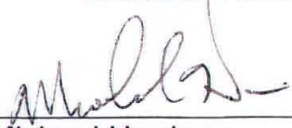
REASON FOR RECOMMENDATION

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 6101 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

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. 6101, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

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

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

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

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 7, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

Exhibit "A"

LOTS 1 THROUGH 112, INCLUSIVE, OF TRACT MAP 6101, RECORDED IN VOLUME _____, PAGES _____
THROUGH _____ OF TRACT MAPS, FRESNO COUNTY RECORDS.



AGENDA ITEM NO: **CC-F-8**
City Manager: 

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 7, 2017

SUBJECT: Approval – Res. 17-__, Final Map for Tract 6068, located on the southeast corner of Shaw Avenue and Highland Avenue. (DYP 6068, L.P. – DeYoung Properties).

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:

1. Accept the offer of dedication of street and public utility easements within Tract 6068, and;
2. Authorize recording of the final map.

EXECUTIVE SUMMARY

The owner, DYP 6068, L.P., 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, and water mains. The subject tract is located on the southeast corner of Highland Avenue and Shaw Avenue. It contains approximately 8.26 acres and consists of 36 units, zoned R-1.

The Owner will install and construct curb & gutter, sidewalk, curb ramps, and landscaping along the south side of Shaw Avenue. All other remaining street improvements in Shaw Avenue are to be part of Measure "C" Project. The owner is providing a cash-in-lieu for the installation of utilities in Shaw Avenue by the City in conjunction with the Shaw Avenue Measure "C" Project.

FISCAL IMPACT

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

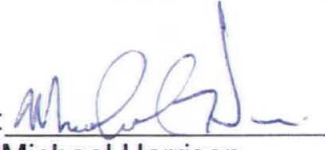
REASON FOR RECOMMENDATION


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

ACTIONS FOLLOWING APPROVAL

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

Prepared by: David Gonzalez, Junior Engineer

Submitted by: 
Michael Harrison
City Engineer

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

RESOLUTION 17-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6068

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6068, by The City of Clovis, a Municipal Corporation, and

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

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

1. The final map of Tract 6068, consisting of three (3) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.

2. Approval of the Subdivision improvement plans for said tract 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 \$2,531,592.00.

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

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

6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) or the sum of \$2,532,000.00 for

guaranteeing specific performance of said agreement and fifty percent (50%) or the sum of \$1,266,000.00 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 \$253,200.00 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 August 7, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

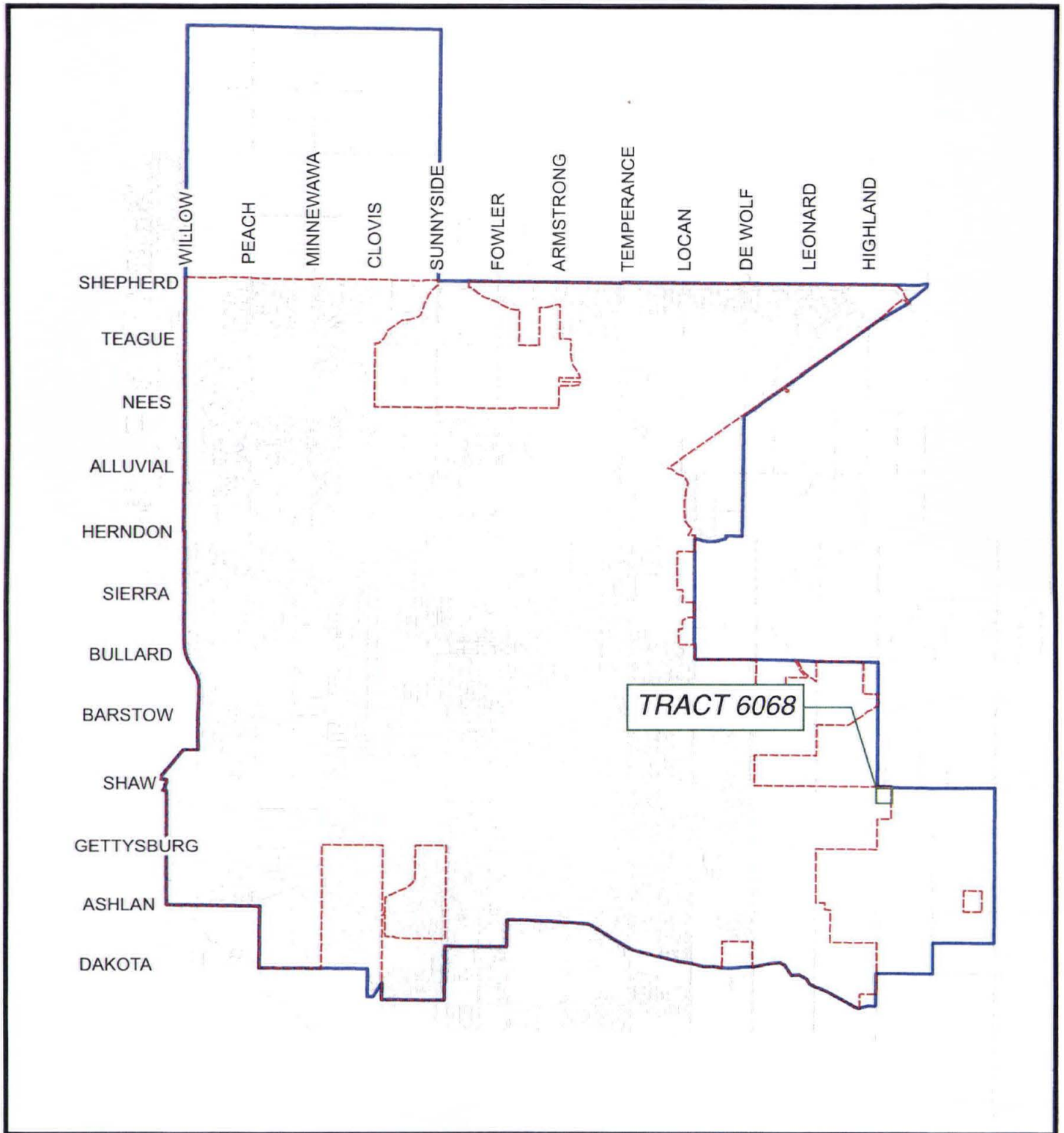
ABSTAIN:

DATED:

Mayor

City Clerk

VICINITY MAP



ATTACHMENT B

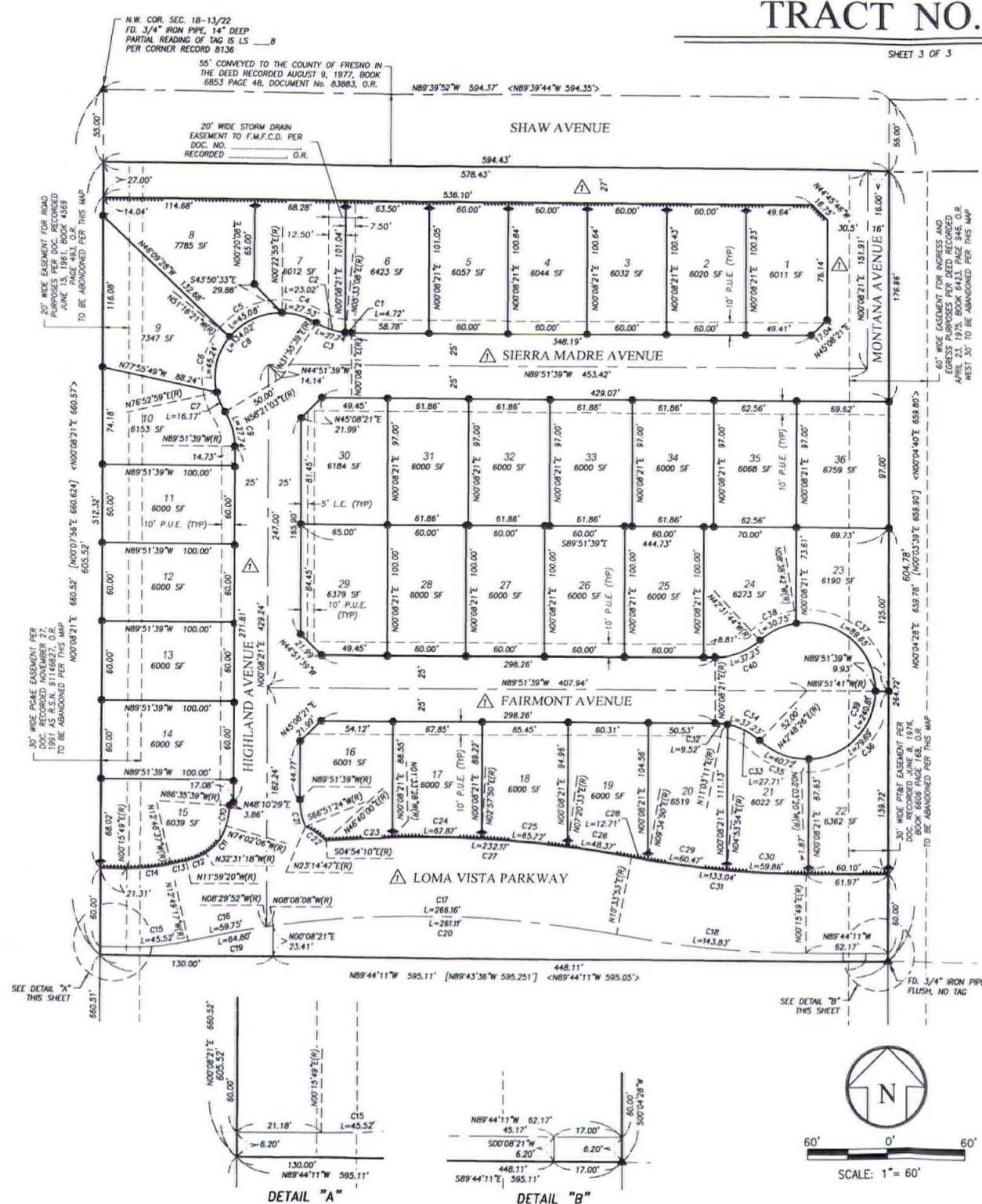
CITY LIMITS SPHERE OF INFLUENCE



1" = 6000'

FINAL MAP OF
TRACT NO. 6068

SHEET 3 OF 3



CURVE TABLE

CURVE #	RADIUS	LENGTH	TANGENT	DELTA
C1	50.00'	4.72'	2.36'	5°24'47"
C2	50.00'	23.02'	11.72'	26°22'31"
C3	50.00'	27.74'	14.24'	31°47'18"
C4	50.00'	27.53'	14.12'	31°32'44"
C5	50.00'	45.08'	24.20'	51°39'16"
C6	50.00'	45.24'	24.30'	51°50'40"
C7	50.00'	16.17'	8.16'	18°31'56"
C8	50.00'	134.02'	212.98'	153°34'36"
C9	50.00'	27.74'	14.24'	31°47'18"
C10	72.75'	15.95'	8.01'	12°33'33"
C11	36.00'	26.08'	13.64'	41°30'48"
C12	45.00'	16.13'	8.15'	20°31'58"
C13	860.00'	11.83'	5.91'	0°47'17"
C14	140.00'	31.86'	16.00'	13°02'26"
C15	200.00'	45.52'	22.86'	13°02'26"
C16	800.00'	59.75'	29.89'	4°16'45"
C17	800.00'	266.16'	134.32'	19°03'45"
C18	800.00'	143.83'	72.11'	10°18'04"
C19	800.00'	64.80'	32.42'	4°38'28"
C20	800.00'	261.11'	131.73'	18°42'02"
C21	51.90'	21.09'	10.69'	23°16'57"
C22	46.00'	18.80'	9.53'	23°25'13"
C23	860.00'	50.21'	25.11'	3°20'42"
C24	860.00'	67.87'	33.95'	4°31'18"
C25	860.00'	65.72'	32.88'	4°22'43"
C26	860.00'	48.37'	24.19'	3°13'20"
C27	860.00'	232.17'	116.79'	15°28'03"
C28	740.00'	12.71'	6.36'	0°59'03"
C29	740.00'	60.47'	30.25'	4°40'57"
C30	740.00'	59.86'	29.94'	4°38'04"
C31	740.00'	133.04'	66.70'	10°18'04"
C32	50.00'	9.52'	4.78'	10°54'50"
C33	50.00'	27.71'	14.22'	31°45'15"
C34	50.00'	37.23'	19.53'	42°40'05"
C35	52.00'	40.72'	21.47'	44°51'45"
C36	52.00'	79.69'	50.05'	87°48'21"
C37	52.00'	89.65'	60.65'	98°47'02"
C38	52.00'	30.75'	15.84'	33°53'01"
C39	52.00'	240.81'	56.42'	265°20'09"
C40	50.00'	37.23'	19.53'	42°40'05"

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 SOUTH, RANGE 22 EAST, MOUNT Diablo BASE AND MERIDIAN, PER RECORD OF SURVEY, RECORDED IN VOLUME 49 OF RECORD OF SURVEYS, AT PAGE 31, F.C.R., OR CALCULATED THEREFROM, TAKEN TO BE 500°08'21"W.

LEGEND

- MONUMENT FOUND AND ACCEPTED AS DESCRIBED, UNLESS NOTED OTHERWISE.
- SET 3/4" IRON PIPE TAGGED LS 6919, OR SET NAIL AND BRASS TAG STAMPED LS 6919.
- SET WITNESS CORNER 3/4" X 3/4" IRON PIPE TAGGED LS 6919 8" DEEP ON LOT LINE AS SHOWN, 5.00' OFFSET FROM NEAREST LOT CORNER. (DISTANCES SHOWN ARE TO THE TRUE CORNER), UNLESS SHOWN OTHERWISE.
- RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK 27 OF RECORD OF SURVEYS, AT PAGE 38, F.C.R., OR CALCULATED THEREFROM.
- RECORD DATA PER RECORD OF SURVEY RECORDED IN VOLUME 49 OF RECORD OF SURVEYS AT PAGE 31, F.C.R., OR CALCULATED THEREFROM.
- RECORD DATA PER TRACT No. 6034 FINAL MAP RECORDED IN VOLUME 85 OF PLATS, PAGES 71 THROUGH 77, F.C.R., OR CALCULATED THEREFROM.
- OFFICIAL RECORDS
- F.C.R. FRESNO COUNTY RECORDS
- R.S.N. RECORDER'S SERIAL NUMBER
- F.M.F.C.D. FRESNO METROPOLITAN FLOOD CONTROL DISTRICT
- P.U.E. PUBLIC UTILITIES EASEMENT
- L.E. LANDSCAPE EASEMENT
- (R) RADIAL BEARING
- SUBDIVISION BOUNDARY
- SECTION LINE
- WAVES OF DIRECT ACCESS RIGHTS PER THIS MAP

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

- P.U.E. PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION.
- L.E. LANDSCAPE EASEMENT NOW OFFERED FOR DEDICATION.

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

- RIGHT OF WAY FOR PUBLIC STREET AND UTILITY PURPOSES.



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 7, 2017

SUBJECT: Approval – Resolution No. 17-____, Annexation of Proposed Tract 6068, located on the southeast corner of Shaw Avenue and Highland Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (DYP 6068, L.P. – DeYoung Properties)

ATTACHMENT: (A) Res. 17-__

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 17-____, that will annex proposed Tract 6068, located on the southeast corner of Highland Avenue and Shaw Avenue to the Landscape Maintenance District No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owner, DYP 6068, L.P., 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 6068.

BACKGROUND

DYP 6068, L.P., the developer of Tract 6068, has executed a covenant that this development be annexed to the City of Clovis LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks.

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

FISCAL IMPACT

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

	<u>Tract 6068</u>	<u>Year to Date</u>
LMD Landscaping added:	1.02 acres	4.278 acres
Resource needs added:	0.084 person	.428 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 6101 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: David Gonzalez, Junior Engineer

Submitted by: 
Michael Harrison
City Engineer

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

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. 6068, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

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

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

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

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 7, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

Exhibit "A"

LOTS 1 THROUGH 36, INCLUSIVE, OF TRACT MAP 6101, RECORDED IN VOLUME _____, PAGES _____
THROUGH _____ OF TRACT MAPS, FRESNO COUNTY RECORDS.



AGENDA ITEM NO: CC-G-1

City Manager: LB

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: August 7, 2017

SUBJECT: Approval – Res. 17-___ Confirming Weed and Rubbish Abatement Charges for 2017.

ATTACHMENTS: Resolution No. 17-___ Confirming Weed and Rubbish Abatement Charges for 2017.

Exhibit A: 2017 Weed Abatement Assessments

Exhibit B: Authorization Letter

CONFLICT OF INTEREST

None

RECOMMENDATION

1. Council adopt Resolution 17-___ confirming weed and rubbish abatement charges that certifies the charges as the costs of abatement against said property and that said charges shall become a lien against the property if not paid by August 22, 2017.
2. Authorize staff to remove any names from this adopted list if payment is received prior to submittal to the County Auditor Controller Office.
3. Authorize staff to modify charges for the costs of abatement against said property as a result of an appeal hearing conducted by the City Manager or his designee.
4. Authorize payment of \$2,030.00 to the City's contractor Newton's Custom Tractor Work, for contracted services.

EXECUTIVE SUMMARY

Weed Abatement Posting Notices were mailed out to 175 property owners this past spring. The City of Clovis contracted with Newton's Custom Tractor Work to clean seven of those properties. This report lists those properties that were cleaned and the cost of cleanup plus administrative fees.

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

BACKGROUND

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

The Clovis Fire Department incorporates weed and rubbish abatement into its Fire Prevention Program, providing opportunities to stop many small fires and reduce the potential for larger ones. In addition, abatement is instrumental in decreasing calls for service so units are available for higher priority calls. Properties are surveyed and hazards identified for removal, the result of which is a much cleaner, safer environment for our citizens.

The process started in April, 2017 with the first inspection. Letters were then sent to the property owners of parcels where abatement was required. These letters were mailed during May and June requesting abatement within a specified timeframe.

Continuous inspections were performed throughout June and July, 2017. If abatement had not been accomplished within the specified date for a particular parcel, work orders were prepared and forwarded to the City's private contractor for action.

The above average rains for the year increased the number of complaints regarding vegetation growth, with a majority of those complaints not requiring fire intervention. With continued infill development, hazardous conditions within City limits have been significantly reduced.

Breakdown of cleanup:

Properties identified for abatement	175
Properties cleaned by City Contractor	7

Property owners who had their properties abated by the City have until 4:00 p.m. on August 22, 2017 to appeal the costs of abatement to the City Manager. Subsequent to an

administrative hearing conducted by the City Manager or his designee, the charges could be approved, modified or disallowed, all based on the evidence presented.

FISCAL IMPACT

The cost of abatement plus a \$300.00 administrative fee has been billed directly to the property owner. If the cost is not paid to the City by August 22, 2017, the cost is recovered through billing on the owner's property tax statement through the County of Fresno.

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

1. The City Clerk will forward a list of all assessments not paid by August 22, 2017 to the County Auditor-Controller for collection by tax lien.
2. A check will be issued to Newton's Custom Tractor Work for services rendered as the City's weed and rubbish abatement contractor.
3. A signed authorization from the Fire Chief will be submitted to the Fresno County Auditor-Controller authorizing the name(s) and title(s) of those persons who can add, delete or change any special assessments (Exhibit B).

Prepared by: Chad Fitzgerald, Life Safety Enforcement Manager

Submitted by:  John Binaski, Fire Chief

RESOLUTION NO. 17-

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

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

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

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

WHEREAS, this Council has set August 7, 2017 at the hour of 6:00 o'clock p.m., at the Council Chambers, Clovis, California, as the time and place when this Council would receive and consider the said report and make and confirm assessments against each parcel of land subject to assessment to pay the cost of such abatement.

NOW, THEREFORE, BE IT RESOLVED:

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

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

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

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

e) The Finance Department is authorized to accept payment of the assessment until 4:00 p.m., August 22, 2017.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the 7th day of August, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: August 7, 2017

Mayor

City Clerk

EXHIBIT A

Weed Abatement Charges 2017

APN	Location	Contractor Cost	Admin. Cost	Total cost Payable to City of Clovis	Owner
491-162-09	1863 Alluvial Ave	\$205.00	\$300.00	\$532.50	Stanley Cary W & Connie F Trustees
430-493-11	2381 Tollhouse Rd	\$350.00	\$300.00	\$430.00	Reome Dawn Marie
564-050-30	S/O 925 Woodworth Ave	\$187.50	\$300.00	\$430.00	Buxton Margaret F Trustee
551-280-01	1603 N Locan Ave	\$327.50	\$300.00	\$532.50	Ahira BBB Clovis Shaw LP
564-050-11	1616 Fourth St	\$225.00	\$300.00	\$720.00	Burford-Minnick Jill Trustee
558-020-14	2750 Donner	\$225.00	\$300.00	\$580.00	Rushing Marianna C and Hancock Thomas J & Joya
563-032-06	2544 Sierra Ave	\$510.00	\$300.00	\$720.00	Rowell David E Trustee
	Grand Total Cost	\$2,030.00	\$2,100.00	\$3,945.00	

CITY OF CLOVIS 2017 WEED ABATEMENT ASSESSMENTS

	APN	Amount	Tax Code	Owner	Owner Address
1	491-162-09	\$532.50	6905	Stanley Cary W & Connie F Trustees	7158 N Maine
2	430-493-11	\$430.00	6905	Reome Dawn Marie	3107 Fine
3	564-050-30	\$430.00	6905	Buxton Margaret F Trustee	793 Vista Grande Road, El Cajon
4	551-280-01	\$532.50	6905	Ahira BBB Clovis Shaw LP	24390 W Pico Cyn Rd, Stevenson Ranch
5	564-050-11	\$720.00	6905	Burford-Minnick Jill Trustee	1443 W. Sample, Fresno
6	558-020-14	\$580.00	6905	Rushing Marianna C and Hancock Thomas J & Joya	8133 N. Orchard, Fresno
7	563-032-06	\$720.00	6905	Rowell David E Trustee	14141 Avenue 232, Tulare



CITY OF CLOVIS

Fire Administration



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

August 7, 2017

Fresno County Auditor Controller
Treasurer-Tax Collector
Attention: Vicki Crow
PO Box 766
Fresno, California 93712-0766

Dear Ms. Crow:

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

1. Luke Serpa, City Manager
2. John Binaski, Fire Chief
3. Jay Schengel, Finance Director
4. Andrew Isolano, Sr. Fire Prevention Officer

This shall remain in effect through June 30, 2018 unless notified differently. If you should have any questions, please contact Chad Fitzgerald, Life Safety/Enforcement Manager at 559-324-2218.

Sincerely,

John Binaski, Fire Chief

JB:cg



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: August 7, 2017

SUBJECT: Approval - Contract Award for Landscape Maintenance Services in LMD Zone 1, LMD Zone 2, LMD Zone 3, LMD Zone Loma Vista, General Fund Right-of-Way, and General Fund Miscellaneous.

ATTACHMENT: 1) Location Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

Authorize the City Manager to execute six (6) landscape maintenance service agreements. Three service agreements are with All Commercial Landscape Service to maintain landscaping in LMD Zone 1, LMD Zone 2, and LMD Zone 3; one service agreement is with Elite Maintenance and Tree Service to maintain landscaping in LMD Zone Loma Vista; one service agreement is with Evergreen Lawn Care & Maintenance to maintain landscaping in General Fund Right-of-Way; and one service agreement is with Briner & Son Landscape Management to maintain landscaping in General Fund Miscellaneous. The agreements are for a one year term, and authorize two additional one-year extensions subject to the contractor providing service is satisfactory to the City.

EXECUTIVE SUMMARY

The Public Utilities Department advertised and solicited proposals for seven (7) service agreements for landscape maintenance. Five (5) agreements are funded through the Landscape Maintenance District (LMD), one is funded through the City's General Fund, and one is funded through City gas tax revenue. LMD Zone 1 West and LMD Zone 1 East have been combined, since they are both in LMD Zone 1 and staff is recommending that they be awarded to the same contractor. The areas within the service agreements include all street-side, street-median, trail and Paseo landscaping currently within the City of Clovis.

Landscaping that is excluded from the service agreements are the landscaped areas of Old Town, Civic Center, and City parks.

Four responsive proposals were received for the potential service agreements. Proposals were ranked based on a 3-criteria scoring system. The scoring system weighted a 33% value to each: experience, past performance/references, and cost. An over-all ranking was established. The proposer's ranking from highest to lowest is: Elite Maintenance and Tree Service (EMTS), All Commercial Landscape Service (ACLS), Evergreen Lawn Care & Maintenance (Evergreen), and Briner & Son Landscape Management (Briner & Son). The top two proposers, EMTS and ACLS ranked very close, with EMTS just slightly higher than ACLS. It is recommended that ACLS be awarded LMD Zone 1, LMD Zone 2, and LMD Zone 3 due to their proposal meeting the financial limitations of those zones; EMTS be awarded LMD Zone Loma Vista due to their higher ranking and expected higher level of service. Moreover, staff feels that it is important to retain at least two, high rated landscape service contractors. Evergreen is recommended to be awarded General Fund Right-of-Way; and it is recommended that Briner & Son be awarded General Fund Miscellaneous.

BACKGROUND

The Parks Section currently maintains approximately 475 acres of developed landscaping. Of these 475 acres, 301 acres (General Fund plus LMD landscaping) are being maintained through contract services. Contracting services for some of this area is a cost-effective way of maintaining the level of service that the residents of Clovis have come to expect. Moreover, staff has met and agreed with the Clovis Public Works Employees Affiliation (CPWEA) that street-side, center median, paseo and trail landscaping will be maintained through contract services. Parks, the Civic Center and Old Town will be maintained through in-house staff.

The LMD Zone 1, LMD Zone 2, LMD Zone 3, LMD Loma Vista, LMD General Fund Right-of-Way, and General Fund Miscellaneous comprise approximately 301 acres of street medians, neighborhood entryways, street-side landscaping, trails and Paseos. Specifically, LMD Zone 1 includes all LMD funded public landscaping north of approx. Magil Avenue. LMD Zone 2 includes all LMD funded public landscaping south of Herndon/Tollhouse Avenues, between Sunnyside and Locan Avenues. LMD Zone 3 includes all LMD funded public landscaping south of approx. Magil Avenue and west of Sunnyside Avenue. LMD Loma Vista includes all LMD funded public landscaping south of Bullard Avenue and east of Locan Avenue. General Fund Right-of-Way includes all General Fund funded public street-side and street-median landscaping. General Fund Miscellaneous includes all General Fund funded public landscaping not adjacent to any street or avenue.

Staff advertised and solicited proposals for landscape maintenance services for LMD Zone 1, LMD Zone 2, LMD Zone 3, LMD Loma Vista, General Fund Right-of-Way, and General Fund Miscellaneous. Four landscape maintenance companies submitted proposals. The proposals were scored based on three categories. The categories are experience, past performance/references, and cost. Each category carried a weight of 33% toward the final ranking. The proposers ranked as follows:

<u>Landscape Company</u>	<u>Ranking</u>
Elite Maintenance and Tree Service	1
All Commercial Landscape Service	2
Evergreen Lawn Care & Maintenance	3
Briner & Son Landscape Management	4

Maximum contractor costs per awarded area are as follows:

<u>Agreement</u>	<u>Landscape Company</u>	<u>Contract Cost (3-Year Total)</u>
LMD Zone 1	ACLS	\$1,286,554.67
LMD Zone 2	ACLS	\$696,381.29*
LMD Zone 3	ACLS	\$84,366.13
LMD Loma Vista	EMTS	\$929,696.46
General Fund Right-of-Way	Evergreen	\$340,439.10
General Fund Miscellaneous	Briner & Son	\$147,161.34

* LMD Zone 2 cost may be renegotiated in one year pending Council's authorization of a rate increase election in Zone 2, and the results thereof.

FISCAL IMPACT

The cost of these service agreements will be met through the annual LMD assessments collected (LMD Zone 1, 2, 3, and Loma Vista), revenue from California gas tax (General Fund Right-of-Way), and the City's General Fund (General Fund Miscellaneous). Adequate funds for these services were budgeted for the current fiscal year. Execution of this contract will require the budgeting of these funds in future years as well.

REASON FOR RECOMMENDATION

Staff recommends contracting out this landscape maintenance service because it is the most cost-effective method of accomplishing this work at this time. ACLS, EMTS, Evergreen, and Briner & Son are qualified to do the work and are the sole proposers.

ACTIONS FOLLOWING APPROVAL


The City Manager will execute six (6) contracts, three with ACLS, one with EMTS, one with Evergreen, and one with Briner & Son. The Contracts will be for a period beginning September 1, 2017 and ending August 31, 2018, renewing annually to August 31, 2020 based on contractor performance. In addition, purchase orders will be prepared as provided for respective of the contract costs.

Prepared by: Eric Aller, Parks Manager

Submitted by: _____ Scott Redelfs, Acting Public Utilities Director





AGENDA ITEM NO: **CC-H-2**
City Manager: 

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: August 7, 2017

SUBJECT: Approval – Authorizing the execution of a Purchase Agreement to acquire property designated as APN 300-080-04 located in Clovis, CA northwest and adjacent to the City of Clovis Landfill, from Daniel James Fleming in the amount of \$500,000; and Approval - Res. 17-____, Amending the 2017-2018 Community Sanitation budget to allocate funds for purchase of the property.

ATTACHMENTS:

- (1) Location and Vicinity Map
- (2) Probate Purchase Agreement and Joint Escrow Instructions
- (3) Legal Description of Property
- (4) Resolution
- (5) Exhibit A – Budget Amendment

CONFLICT OF INTEREST

None

RECOMMENDATION

1. Authorize the execution of a Purchase Agreement to acquire property designated as APN 300-080-04 located in Clovis, CA northwest and adjacent to the City of Clovis Landfill, from Daniel James Fleming in the amount of \$500,000.
2. Authorize the City Manager to execute the Agreement and all other necessary documents.
3. Approve a resolution amending the 2017-2018 Community Sanitation budget to allocate funds to purchase the property.

EXECUTIVE SUMMARY

Approval of this request would allow the City Manager to sign an agreement and execute the purchase of 88 acres of real property described as APN 300-080-04 and as Parcel 1 in the attached legal description. The property is situated in Fresno County and lays northwest and adjacent to the Friant-Kern Canal which runs along the northern border of the City of Clovis Landfill facility. This property would be utilized to increase the area of the buffer zone to wrap around the western and northern edge of the landfill as shown in the attached location and vicinity map. The property also provides future options for potential improvements associated with landfill activities or other beneficial uses for the City of Clovis. The purchase includes three (3) additional parcels as described in the legal description that are designated as easements over, across and adjacent to the City of Clovis Landfill. With the purchase of the 88 acre parcel, along with the easements, the City will gain additional buffer area and access control at the City of Clovis landfill facility.

Staff is requesting Council approve a resolution to amend the 2017-2018 Community Sanitation budget to account for the additional expenditures for the requested property purchase.

BACKGROUND

The Clovis Landfill is an active Class III landfill, as defined by 27 CCR and is owned and operated by the City of Clovis. The City maintains overall responsibility for landfill administration, engineering design and construction, operations, and environmental monitoring. The City of Clovis Public Utilities Department conducts actual day-to-day operation of the site. The landfill and existing buffer zone area has been annexed to the City. The land within one mile of the disposal site, including the landfill, is designated "AE-Agricultural". The property within 1,000 feet of the site on the west, east and south sides is pasture land for cattle grazing, with the Friant-Kern Canal bordering the north side of the landfill. The Fresno Rifle and Pistol Club owns the property northeast of the canal. The surrounding land within this one-mile radius has been designated "Native vegetation-grass land, light-medium-heavy brush, forest, and oak grass land" in the 1994 Fresno County Land Use Survey conducted by the California Department of Water Resources. To the southeast, a section of parcels are designated as "RR-Rural Residential". This area currently contains a small housing development with approximately ten private residences. There are two other residential units within a mile of the site, one to the east and one to the southwest.

In early July 2017, a broker representing the Fleming estate approached staff to see if the City of Clovis was interested in purchasing property adjacent to the landfill due to a probate sale. Staff had previously discussed purchasing this piece of property from the Fleming's in 1998 to invest in additional buffer area, control over the easements and other beneficial uses for the City. Per Council direction staff began discussions with the broker representing the Fleming estate to acquire the property adjacent to the landfill to add to the buffer zone area, stop any potential nuisances from being established near the landfill and

to have the option to use this land in support of landfill operations or other types of beneficial uses to the City. The addition of this property would extend the buffer zone west and north of the existing landfill limits. The purchase includes acquiring the three (3) easements that traverse and abut the landfill.

The property is currently being leased to area farmers as grazing land for an approximate fee of \$2,000 per year. The City will continue to lease the land for grazing until such time as other beneficial uses are implemented.

Staff negotiated a purchase price based on the appraised value determined by probate. The probate appraisal of the 88 acre parcel and the 3 easements valued the purchase at \$500,000. Execution of the proposed agreement (Attached) will allow the City to open an escrow account and complete the property purchase transaction.

FISCAL IMPACT

The cost to acquire the property is \$500,000, plus additional fees tied to escrow that are estimated to be \$2,000. The Community Sanitation account has sufficient reserves to make the purchase. Approving the budget resolution in conjunction with authorizing staff to execute the purchase agreement will allow the City to allocate and expend the necessary funds to acquire the property.

REASON FOR RECOMMENDATION

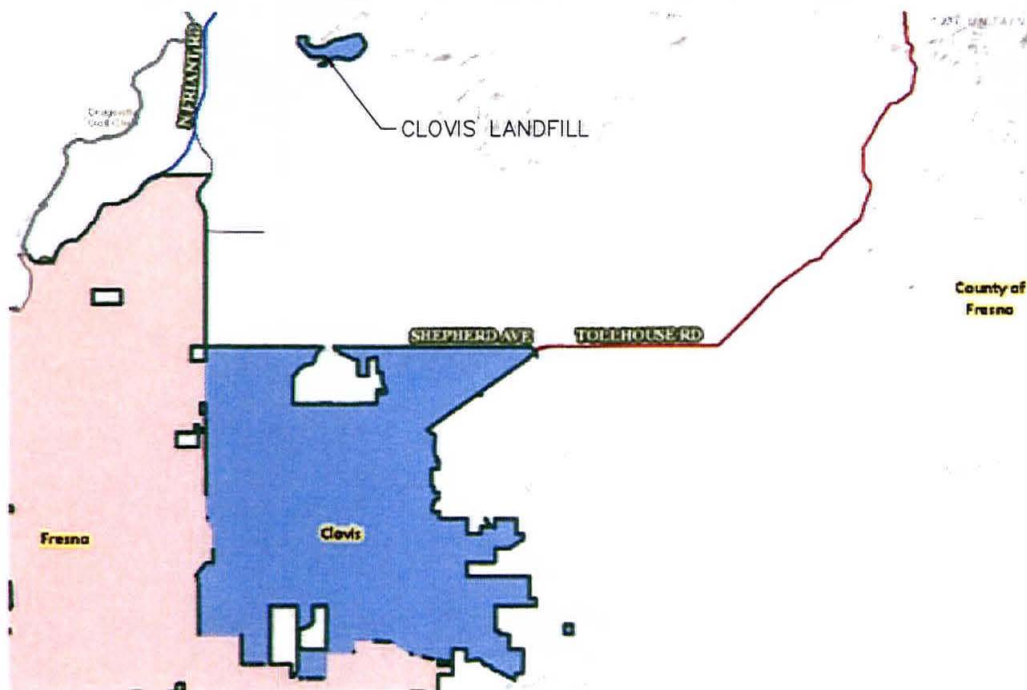
Acquisition of the property provides for additional buffer zone area that will protect the landfill from potential future nuisances, and will provide the City with opportunity for future landfill operational resources as well as other potential beneficial City uses. In addition, acquisition of the three easements associated with this purchase will give the City better access control within and adjacent to the landfill facility.

ACTIONS FOLLOWING APPROVAL

1. Staff will execute the agreement and all other necessary documents and close escrow.
2. Funds will be appropriated in the City of Clovis 2017-2018 Community Sanitation budget as specified in the attached budget amendment.

Prepared and Submitted by: Scott Redelfs, Assistant Public Utilities Director 

CITY OF CLOVIS LANDFILL OVERVIEW PROPOSED PROPERTY ACQUISITION



VICINITY MAP (NTS)



CITY OF CLOVIS

CLOVIS LANDFILL
PROPERTY OVERVIEW

PUBLIC UTILITIES
DEPARTMENT

SCALE: 1" = 1,000'

SHEET NO.
1 OF 1

FILE LAST MODIFIED: 07/18/17

Attachment 1



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/14)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____
City of Clovis- Luke Serpa City Manager

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent Green Fin Realty BRE Lic. # 01954417
Real Estate Broker (Firm)

By _____ BRE Lic. # 01954417 Date _____
(Salesperson or Broker-Associate) Linda Mitchell

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller/Landlord _____ Date _____
Daniel James Fleming

Seller/Landlord _____ Date _____

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AD REVISED 12/14 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Green Fin Realty, 7493 N Ingram Suite 101 Fresno, CA 93711
Linda Mitchell

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Reviewed by _____ Date _____



City of Clovis-

CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained from the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Listing Agent) (DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



AD REVISED 12/14 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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City of Clovis-



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ *Daniel James Fleming* Date _____

Seller _____ Date _____

Buyer _____ *City of Clovis- Luke Serpa City Manager* Date _____

Buyer _____ Date _____

Real Estate Broker (Firm) _____ CalBRE Lic # *01954417* Date _____

By _____ CalBRE Lic # *01954417* Date _____

Linda Mitchell

Real Estate Broker (Firm) *Green Fin Realty* CalBRE Lic # *01954417* Date _____

By _____ CalBRE Lic # *01954417* Date _____

Linda Mitchell

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Reviewed by _____ Date _____



PRBS 11/14 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



CALIFORNIA
ASSOCIATION
OF REALTORS®

PROBATE PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Probate, Conservatorship and Guardianship Property
Under the Authority of the Probate Code
(C.A.R. Form PPA, Revised 6/17)

To the court-appointed representative ("Representative") of an estate, conservatorship or guardianship identified in the Superior Court ("Seller"):

Date Prepared: August 3, 2017

1. OFFER:

- A. THIS IS AN OFFER FROM City of Clovis- Luke Serpa City Manager ("Buyer"),
B. THE REAL PROPERTY to be acquired is APN 300-080-04, situated in
Clovis (City), Fresno (County), California, 93619 (Zip Code), Assessor's Parcel No. _____ ("Property").
C. THE PURCHASE PRICE offered is Five Hundred Thousand Dollars \$ 500,000.00

- D. CLOSE OF ESCROW shall occur on _____ (date) (or ☒ 30 or less Days After Acceptance).
If court confirmation of the sale is REQUIRED: (i) escrow shall close within 10 (or _____) Days from Escrow Holder's or Buyer's receipt of a Copy of the court Order Confirming Sale; and (ii) Seller shall not be obligated to sign escrow instructions or incur any escrow costs prior to court confirmation.

E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

The Property is sold "AS IS," in its present condition as of the date of Acceptance, unless otherwise agreed in writing.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
Listing Agent _____ (Print Firm Name) is the agent of (check one):
☐ the Seller exclusively; or ☒ both the Buyer and Seller.
Selling Agent Green Fin Realty (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): ☐ the Buyer exclusively; or ☐ the Seller exclusively; or ☒ both the Buyer and Seller.
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Obtaining the loans below is NOT a contingency of this Agreement unless paragraph 3E(1) is checked. If Buyer does not obtain the loan(s) and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies. Obtaining deposit, down payment and closing costs are covenants of this Agreement. Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of _____ \$ 10,000.00

(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);

OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____ The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____). Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of _____ \$ _____ within _____ Days After Acceptance (or _____).

- C. ☒ ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☒ Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of _____ \$ _____

This loan will be conventional financing or ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____% or, ☐ an adjustable rate loan with initial rate not to exceed _____%. Regardless of the type of loan, Buyer shall pay points not to exceed _____% of the loan amount.

- (2) ☐ SECOND LOAN in the amount of _____ \$ _____

This loan will be conventional financing or ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____% or, ☐ an adjustable rate loan with initial rate not to exceed _____%. Regardless of the type of loan, Buyer shall pay points not to exceed _____% of the loan amount.

- (3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

Buyer's Initials _____

Seller's Initials _____

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PROBATE PURCHASE AGREEMENT (PPA-CA PAGE 1 OF 10)

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Linda Mitchell

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Phone: (559)312-7535

Fax: (559)5700188

City of Clovis-



E. LOAN TERMS:

(1) ☐ **LOAN CONTINGENCY:** (Applies only if checked) Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(a) **LOAN APPLICATIONS:** Within 3 (or) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)

(b) **LOAN CONTINGENCY REMOVAL:** Within 21 (or) Days After Acceptance, Buyer shall, as specified in paragraph 17, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(2) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

F. ADDITIONAL FINANCING TERMS: seller understands the sale is contingent on final Clovis City Council approval, to be sought during the August 7, 2017 meeting.

G. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 490,000.00
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

H. PURCHASE PRICE (TOTAL): \$ 500,000.00

I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3D(4) (a) shall, within 3 (or) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)

J. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 17B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or) Days After Acceptance.

K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. DETERMINATION OF TYPE OF PROBATE AND COURT CONFIRMATION (Check the option below that applies):

A. Type of Probate: Seller shall inform Buyer at the time of ☒ Acceptance or ☐ within the time for Seller Disclosures in paragraph 17 if the Property is being sold as part of a decedent's estate, conservatorship or guardianship.

(1) If the property is being sold through a conservatorship or guardianship, then court confirmation is required and the sale shall proceed under paragraph 4B(2).

(2) If property is being sold as part of a decedent's estate, paragraph 4B(1) applies unless 4B(2) or 4B(3) is checked.

B. (1) Court Confirmation Undetermined: Seller shall inform Buyer at time of ☐ Acceptance or ☐ within the time for Seller Disclosures in paragraph 17 if court confirmation is required. The sale will proceed under paragraph 4B(2) if court confirmation is required and under 4B(3) if court confirmation is not required.

(2) ☐ **Court Confirmation Required:** The sale is contingent upon court confirmation. This allows for open, competitive bidding at the court hearing. The minimum overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, and \$500. The court shall determine any further incremental overbidding amounts. See paragraph 5 for terms of court confirmation of the sale.

(3) ☒ **Court Confirmation Not Required:** Court confirmation of the sale may not be required, subject to notice of the terms of the sale to beneficiaries/heirs. If a beneficiary/heir objects to the terms of sale, court confirmation of the sale shall be required. See paragraph 5 for terms of court confirmation of the sale. Buyer shall have 3 Days After receipt of notification of a beneficiary or heir's objection to elect to cancel this Agreement. If Buyer elects to cancel, Seller shall refund deposit money held, less applicable costs.

5. WHEN COURT CONFIRMATION IS REQUIRED:

A. Seller shall file a Petition to confirm the sale of the Property with the court. Seller shall notify Buyer in writing of the court confirmation hearing date, time and location at least 15 (or) days prior to the court confirmation hearing date. Broker strongly recommends that Buyer personally appear at the court confirmation hearing to protect Buyer's position in the event of overbidding.

Buyer's Initials () ()

Seller's Initials () ()



Property Address: APN 300-080-04, Clovis, 93619

Date: August 3, 2017

B. California Probate Code may require a legal notice to be published in a local newspaper advertising the sale of the Property. If publication is required, Buyer understands that Seller is unable to accept Buyer's offer until after the expiration of the period set forth in the published notice. In such case, acceptance of this offer prior to publication is VOIDABLE.

If the court approves the sale to Buyer, all deposit money held on behalf of Seller shall be applied toward the purchase price. If the sale is not confirmed to Buyer due to an overbid, Buyer's deposit money, less applicable costs, shall be returned to Buyer. If the sale is confirmed by the court, an Order Confirming Sale to Buyer will be issued by the court. Buyer shall pay the balance of the purchase price within 10 (or _____) Days from receipt of such Order by Escrow Holder or Buyer.

C. The purchase price offered must be at least 90 percent of the probate referee's appraised or re-appraised value of the Property, unless exempt. If the purchase price is less than 90 percent of the probate referee's appraised value, Buyer may increase the purchase price to the minimum amount required, or may withdraw from this transaction and receive a refund of Buyer's deposit, less applicable costs.

IF BUYER DEFAULTS AFTER COURT CONFIRMATION, THE ORDER CONFIRMING SALE MAY BE VACATED. THIS MAY RESULT IN BUYER'S FORFEITURE OF THE FULL DEPOSIT, OR ANY AMOUNT THE COURT MAY DETERMINE TO SATISFY ANY DEFICIENCY OF SALE PRICE, COSTS, OR OTHER LOSSES BY THE SELLER.

D. Seller may remove the Property from the court calendar if Buyer has not removed all contingencies (or, only these contingencies checked below) at least 10 (or _____) days prior to the court confirmation hearing date. NOTE: Local probate court rules may require that all contingencies be removed before a petition for confirmation can be filed.

- ☐ Financing Contingency (paragraph 3E).
- ☐ Lead-Based Paint Hazard Disclosures (paragraph 12A).
- ☐ Natural and Environmental Disclosures (paragraph 12B).
- ☐ Condominium/Planned Unit Development Disclosures (paragraph 12F).
- ☐ Buyer's Investigation of Property (paragraph 14).
- ☐ Review Of A Preliminary (Title) Report (paragraph 15A).

6. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B. ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

7. ADDENDA AND ADVISORIES:

A. ADDENDA: ☐ Addendum # _____ (C.A.R. Form ADM)

☐ Back Up Offer Addendum (C.A.R. Form BUO) ☐ Septic, Well and Property Monument Addendum

☐ Short Sale Addendum (C.A.R. Form SSA) (C.A.R. Form SWPI)

☐ Other _____

B. BUYER AND SELLER ADVISORIES: ☒ Buyer's Inspection Advisory (C.A.R. Form BIA)

☒ Probate Advisory (C.A.R. Form PAL) ☒ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)

☐ Short Sale Information and Advisory (C.A.R. Form SSIA) ☐ Other _____

8. OTHER TERMS: Probate property is vacant land.

9. ALLOCATION OF COSTS

A. **INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

(1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☒ environmental ☐ Other: _____ prepared by Click here to select your Service Provider

(2) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____

(3) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) ☐ Buyer ☐ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

(2) (i) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.

(ii) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.

(iii) Buyer shall be provided, within the time specified in paragraph 17A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

(1) (a) ☒ Buyer ☒ Seller shall pay escrow fee 50/50 as customary in Fresno County

(b) Escrow Holder shall be Chicago Title-Christy Kutka

(c) The Parties shall, within 5 (or _____) Days After receipt, sign and return Escrow Holder's general provisions.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

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PROBATE PURCHASE AGREEMENT (PPA PAGE 3 OF 10)

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City of Clovis-



- (2) (a) ☐ Buyer ☒ Seller shall pay for **owner's** title insurance policy specified in paragraph 15E _____.
 (b) Owner's title policy to be issued by if required _____.
 (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee if any _____.
 (2) ☐ Buyer ☒ Seller shall pay City transfer tax or fee if any _____.
 (3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee _____.
 (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
 (5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
 (6) Buyer to pay for any HOA certification fee.
 (7) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____.
 (8) ☐ Buyer ☐ Seller shall pay for _____.
 (9) ☐ Buyer ☐ Seller shall pay for _____.
 (10) ☐ Buyer ☐ Seller shall pay for the cost, not to exceed \$ _____, of a standard (☐ upgraded) one-year home warranty plan, issued by Click here to select your Service Provider _____, with the following optional coverages: ☐ Air Conditioner ☐ Pool/Spa ☐ Other: _____.
 Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR ☐ Buyer waives the purchase of a home warranty policy. Nothing in this paragraph precludes Buyer's purchasing a home warranty policy during the term of the Agreement.

10. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in paragraph 10B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
 (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☐ all stove(s), except _____; ☐ all refrigerator(s) except _____; ☐ all washer(s) and dryer(s), except _____;
 (3) The following additional items _____;
 (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.
 (5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 17A, (i) disclose to Buyer if any item or system specified in paragraph 10 or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller of this Agreement as specified in paragraph 14B and C.
 (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 10B(4) and _____, and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) _____.

_____. Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or ☐ will be removed and holes or other damage shall be repaired, but not painted).

11. CLOSING AND POSSESSION:

- A.** Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.
B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) ☐ at 6 PM or (☐ AM/ ☐ PM) on the date of Close Of Escrow; (ii) ☐ no later than _____ calendar days after Close Of Escrow; or (iii) ☐ at _____ AM/ ☐ PM on _____.
C. Seller Remaining in Possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
D. Tenant-occupied property: Property shall be vacant at least 5 (or _____) Days Prior to Close Of Escrow, unless otherwise agreed in writing. **Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**
 OR ☐ Tenant to remain in possession (C.A.R. Form TIP).
E. At Close Of Escrow: (i) to the extent permitted Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.

Buyer's Initials () ()
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Seller's Initials () ()

**PROBATE PURCHASE AGREEMENT (PPA PAGE 4 OF 10)**

- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers that they have in their possession or control. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

12. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

- A. (1) Seller shall, within the time specified in paragraph 17A, deliver to Buyer, if required by Law. Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures").
- (2) Buyer shall, within the time specified in paragraph 17B(1), return a Signed Copy of the Lead Disclosures to Seller.
- (3) In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- (4) If any disclosure or notice specified in 12A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days After Delivery** in person, or **5 Days After Delivery** by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- (5) **Note to Buyer and Seller: Waiver of Lead Disclosures is prohibited by Law.**
- B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 17A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. **EXEMPT SELLER DISCLOSURE:** Within the time specified in paragraph 17A, Seller shall complete and provide to Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD) identifying disclosures required by contract or applicable to all real Property sales.
- D. **WITHHOLDING TAXES:** Within the time specified in paragraph 17A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- E. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- F. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- G. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) **SELLER HAS: 7 (or ____) Days After Acceptance** to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).
- (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or ____) Days After Acceptance** to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 17B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.
13. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- A. Seller shall, within the time specified in paragraph 17A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 17B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**
14. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 17B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared



by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

- B. Seller shall make the Property available for all Buyer Investigations permitted by this Agreement. Buyer shall (i) as specified in paragraph 17B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

15. TITLE AND VESTING:

- A. Within the time specified in paragraph 17, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 17B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 17A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

16. VESTING: Buyer intends to take title as follows:

THE MANNER OF TAKING TITLE MAY HAVE SERIOUS LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL. Seller will not Petition the Court for confirmation until vesting has been designated. If vesting is not designated above, Buyer has 10 (or) Days After Acceptance to designate in writing how title is to be taken.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. **SELLER HAS: 7 (or) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 7A, 8, 9, 10B(4), 12A, B, C, D and G, 13A, and 15A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
- B. (1) **BUYER HAS: 17 (or) Days** After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 10B(4) and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
 - (2) Within the time specified in paragraph 17B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 17B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 17A, then Buyer has 5 (or) Days After Delivery of any such items, or the time specified in paragraph 17B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

Buyer's Initials () ()Seller's Initials () ()

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PROBATE PURCHASE AGREEMENT (PPA PAGE 6 OF 10)

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City of Clovis-



- (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 17B(1) and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 17C(1).

C. SELLER RIGHT TO CANCEL:

- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3E(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 10B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 17B(1); or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 22. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

- D. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or ____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17.

- E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

- F. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or ____) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

- G. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

- 19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or ____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 13; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). **TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.

Buyer's Initials () ()

Seller's Initials () ()



21. BROKERS:

- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

22. REPRESENTATIVE CAPACITY: If one or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual then that Buyer shall so indicate in paragraph 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

23. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 6B, 7A, 8, 9, 12C, 15, 17G, 20, 21A, 22, 23, 27, 30, 31, 32 and 33 paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ____) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.**
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.**
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 21A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 21A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.**
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.**
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.**

24. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

25. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

26. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller.

Buyer's Initials () ()

Seller's Initials () ()

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Property Address: APN 300-080-04, Clovis, 93619

Date: August 3, 2017

27. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOAA).

28. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

29. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

30. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

31. **DEFINITIONS:** As used in this Agreement:

- A. **"Acceptance"** means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. **"Agreement"** means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
- C. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the parties.
- D. **"Close Of Escrow" or "COE"** means the date the grant deed, or other evidence of transfer of title, is recorded.
- E. **"Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
- F. **"Days"** means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- G. **"Days After"** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- H. **"Days Prior"** means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. **"Deliver", "Delivered" or "Delivery",** unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
- J. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- K. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- L. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. **"Representative"** means the court-appointed representative, administrator, executor, executrix, conservator, Guardian, or other court-appointed representatives of a person or estate subject to the jurisdiction of a probate court.
- N. **"Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.

32. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by _____ ☐ AM/ ☐ PM, on _____ (date)).

☐ One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date _____ BUYER _____

(Print name) City of Clovis- Luke Serpa City Manager

Date _____ BUYER _____

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.

Seller's Initials (____) (____)



Property Address: APN 300-080-04, Clovis, 93619

Date: August 3, 2017

33. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO)

DATED: _____

SELLER By _____ Date _____

(Print name) Daniel James Fleming

Court-Appointed Representative(s) of Timothy Fleming

SELLER By _____ Date _____

(Print name)

Court-Appointed Representative(s) of _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ ☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. **COMMISSION IN EVENT OF AN OVERBID BY ANOTHER BROKER:** In the event court confirmation of the sale is required, the original selling Broker identified above agrees to waive all commission rights in the event of a successful overbid in court by a different buyer represented by another broker.

F. **If court confirmation of the sale is required, the court will determine the commission amount.** Commissions awarded vary from county to county. Commissions are payable by Seller only if the sale closes. Seller is not liable for a commission to any broker or associate licensee who is directly or indirectly a purchaser of the Property, or has an interest in the purchaser.

Real Estate Broker (Selling Firm) Green Fin Realty

CalBRE Lic. # 01954417

By Linda Mitchell CalBRE Lic. # 01954417

Date _____

By Todd Mitchell CalBRE Lic. # 01948429

Date _____

Address 7493 N Ingram Ave Suite 101

City Fresno

State CA Zip 93711

Telephone (559)312-7535

Fax (559)570-0188

E-mail linda@greenfinrealty.com

Real Estate Broker (Listing Firm)

CalBRE Lic. # 01954417

By Linda Mitchell CalBRE Lic. # 01954417

Date _____

By _____ CalBRE Lic. # 01954417

Date _____

Address 7493 N Ingram Ave Suite 101

City Fresno

State CA Zip 93711-5855

Telephone (559)440-6828

Fax (559)570-0188

E-mail linda@greenfinrealty.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____

, and agrees to act as Escrow Holder subject to paragraph 23 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder By _____ Escrow # _____

Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Bureau of Real Estate.

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials _____

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PPA REVISED 6/17 (PAGE 10 of 10)

Buyer's Acknowledge that page 10 is part of this Agreement (_____) (_____)

Reviewed by
Broker or Designee _____



PROBATE PURCHASE AGREEMENT (PPA PAGE 10 OF 10)

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City of Clovis-



BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: APN 300-080-04, Clovis, 93619

("Property").

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.

B. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.

C. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.

D. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.

E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL: Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.

F. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).

G. EARTHQUAKES AND FLOODING: Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.

H. FIRE, HAZARD AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.

I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS: Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.

J. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.

K. SECURITY AND SAFETY: State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer

City of Clovis- Luke Serpa City Manager

Buyer

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)





APN 300-080-04

The sale of the Property described as (address) Clovis, 93619, pursuant to the attached Probate Purchase Agreement (C.A.R. Form PPA-11), is made under authority of the California Probate Code. The Seller is not the title owner, but instead is a representative of a probate estate, a guardianship or a conservatorship. The sale may require a court order. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of this property. However, even though the seller is exempt from many obligations, the seller must still comply with many others. Further, any real estate licensee representing Buyer or Seller in the transaction may have duties independent of the principals. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the attached agreement.

EXEMPTIONS:

1. **TDS, NHD, Mello-Roos:** Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), and a Mello-Roos district lien disclosure, pursuant to California Civil Code either for "transfers pursuant to court order" or for "transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust."
2. **Earthquake Guides:** Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.
3. **Smoke Detectors:** The sale is exempt from the State requirements that, for single family residences, operable smoke detectors be in place and that a written statement of compliance be provided to Buyer.

REQUIREMENTS:

1. **Disclosures:** Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the property.
2. **Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD form is not required to be completed.
3. **Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped.
4. **Lead-based Paint:** The Seller is not exempt from the federal obligation to (i) disclose known lead-based paint and lead-based paint hazards, (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the property, (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home," and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
5. **Carbon Monoxide Devices:** The sale is not exempt from the State requirements that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
6. **Data Base Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.
7. **Tax Withholding:** The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California. **Federal:** For federal purposes, a non-resident alien includes a fiduciary. An administrator or executor of an estate is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. **State:** If the decedent was a California resident at the time of death, the estate is treated as a California resident regardless of the residency of the executor or administrator.

Buyer's Initials () ()

Seller's Initials () ()

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PA 4/11 (PAGE 1 OF 2)

PROBATE ADVISORY FOR PROBATE, CONSERVATORSHIP AND GUARDIANSHIP PROPERTIES (PA PAGE 1 OF 2)

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Linda Mitchell

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Fax: (559)5700188

City of Clovis-

Reviewed by _____ Date _____



8. Brokers:

A. Inspection: The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.

B. Agency: The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

OTHER CONSIDERATIONS:

- 1. Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, or installation of smoke detectors). Local law should be consulted to determine if sales made under the authority of the California Probate Code are exempt from such requirements.
- 2. Death:** If the Property is being sold under authority of the Probate Code because of the death of an owner of the Property and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to the executor or administrator of the estate.
- 3. Stock Cooperatives:** If the Property is part of a stock cooperative (Co-op), Buyer may be required to seek approval of the Board or Owner's Association of the Co-op prior to transfer of title. If this is not a contingency of the sale, failure of Buyer to gain approval of the Co-op board will not provide grounds for cancellation or rescission of the sale.
- 4. Court Confirmation/Independent Authority:**

The representative of a decedent's estate may receive authority to sell the Property under the Independent Administration of Estates Act (IAEA). In order to do so, the representative must first petition the Probate Court. The Petition may be made at the time the representative is approved or any other time. Notice of the Petition is given to heirs, devisees, executors and other interested persons, any of whom may object.

If IAEA authority is granted it may be full or limited. If only limited authority has been granted, the sale must be confirmed by the court. If full authority has been granted, the representative must first give a notice of the proposed sale to the devisees and heirs of the decedent and other interested parties. If no objection is received, the sale may proceed. If any noticed person objects, the sale may require court confirmation. Note: A representative with full authority has the option of proceeding to court for confirmation even if not required to do so under the Probate Code.

Date _____

Date _____

Buyer _____
*City of Clovis- Luke Serpa City Manager*Seller _____
Daniel James Fleming

Buyer _____

Seller _____

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CALIFORNIA
ASSOCIATION
OF REALTORS®

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR BUYER REPRESENTATIVES)

(C.A.R. Form RCSD-B, Revised 6/16)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal

This is a disclosure to the ☒ Purchase Agreement, ☐ Buyer Representation Agreement, ☐ Other _____, dated 07/18/2017 ("Agreement"), for the property known as APN 300-080-04 ("Property"), between Daniel James Fleming ("Seller", ☐ "Buyer Broker"). and City of Clovis ("Buyer")

If a trust, identify Buyer as the trustee(s) of the trust or by simplified trust name (e.g. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.) Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Buyer.

1. ☐ A. **TRUST:** (1) Assets used to acquire/lease the Property are held in trust pursuant to a trust document titled _____ dated _____.
(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.
- ☐ B. **ENTITY:** Buyer is a ☐ Corporation, ☐ Limited Liability Company, ☐ Partnership ☒ Other: Government Agency which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above ☐ is ☒ is not attached.
- ☐ C. **POWER OF ATTORNEY:** Buyer ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney (☐ Specific Power of Attorney for the Property), dated _____. **This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.**

2. Buyer's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Buyer:

By _____ Date: _____
(Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact)
(Print Representative Name) Luke Serpa - City Manager Title: _____

By _____ Date: _____
(Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact)
(Print Representative Name) _____ Title: _____

Acknowledgement of Receipt By Other Party:

(Buyer Broker) Green Fin Realty
By _____ Date: _____

(Seller) _____ Date: _____
(Print Seller Name) Daniel James Fleming

(Seller) _____ Date: _____
(Print Seller Name) _____

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RCSD-B REVISED 6/16 (PAGE 1 OF 1)

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-B PAGE 1 OF 1)

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City of Clovis-



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APN 300-080-04

Property Address Clovis, 93619

STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Addenda May Be Attached to This Advisory)
(C.A.R. Form SBSA, Revised 1/16)

Date _____

BUYER RIGHTS AND DUTIES:

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to make any such repairs, corrections or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.
- The terms of the purchase agreement and any counter offers and addenda establish your rights and responsibilities.

YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

SELLER RIGHTS AND DUTIES:

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.
- The terms of the Agreement establish your rights and responsibilities.

BROKER RIGHTS AND DUTIES:

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

1. INSPECTIONS: Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not have expertise in these areas. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities.

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SBSA REVISED 1/16 (PAGE 1 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 12)

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City of Clovis-



2. SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS: Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others. Brokers do not have expertise in this area. Standard title insurance does not insure the boundaries of the Property. If Buyer wants information about the exact square footage, lot size or location of Property corners or boundaries, Broker recommends that Buyer hire an appraiser or licensed surveyor to investigate these matters or to prepare a survey of the property during Buyer's inspection contingency period.

3. SOIL AND GEOLOGIC CONDITIONS: Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections.

4. GEOLOGIC HAZARDS: Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Brokers do not have expertise in this area. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s).

5. ENVIRONMENTAL HAZARDS: Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Brokers do not have expertise in this area. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home."

6. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information. Buyer and Seller are advised to consult an appropriate professional.

7. FORMALDEHYDE: Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde



in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants."

8. MOLD: Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities.

9. WATER INTRUSION: Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

10. SEPTIC SYSTEMS: Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level.

11. WELL AND WATER SYSTEM(S): Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed,



qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

12. WOOD DESTROYING PESTS: Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. Brokers do not have expertise in this area. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period.

13. EASEMENTS, ACCESS AND ENCROACHMENTS: Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.

14. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: Buyer and Seller are advised that California Public Resources Code Sections 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Brokers do not have expertise in this area. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones.

15. FIRE HAZARDS: Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code Section 4136 and California Government Code Sections 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Brokers do not have expertise in this area. Buyer is advised that there is a potential for fires even outside designated zones.

16. FLOOD HAZARDS: Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code Section 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer is advised that there is a potential for flooding even outside designated zones.

17. ZONE MAPS MAY CHANGE: Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA.



18. BUILDING PERMITS, ZONING AND CODE COMPLIANCE: Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use of the Property, its development and size. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

19. VIEWS: Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.

20. FUTURE REPAIRS, REPLACEMENTS AND REMODELS: Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. In particular, changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs. The phase out of the use of R-22 Freon will have an impact on repairs and replacement of existing air conditioning units and heat pumps. More information is available from the Environmental Protection Agency at <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>. New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at http://www1.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

21. GOLF COURSE DISCLOSURES: Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls - Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting - The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use - A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system - Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts - Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences - It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction - Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions - As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter.

22. SCHOOLS: Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.

23. NEIGHBORHOOD NOISE SOURCES: Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.

24. PETS AND ANIMALS: Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

25. SWIMMING POOL, SECURITY AND SAFETY: Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. Brokers do not have expertise in this area. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements.

26. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS: Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, and tempered glass. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

27. WATER SHORTAGES AND CONSERVATION: Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

28. NEIGHBORHOOD, AREA, PERSONAL FACTORS, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS: Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer. California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at <http://cahighspeedrail.ca.gov>. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions.



29. UNDERGROUND PIPELINES AND UTILITIES: Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.

30. MARIJUANA AND METHAMPHETAMINE LABS: Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California's medical marijuana law is in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" (http://ag.ca.gov/cms_attachments/press/pdfs/n1601_medicalmarijuanaguidelines.pdf) and the U.S. Department of Justice memo regarding marijuana prosecutions at <http://www.justice.gov/opa/documents/medical-marijuana.pdf>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

31. INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE: Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or SSD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner Association Insurance. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

32. OWNER'S TITLE INSURANCE: The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that escrows provide the following notice to borrowers:

"IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."



Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code and by the CFPB.

33. CALIFORNIA FAIR PLAN: Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.

34. HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS: Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions on Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

35. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS: Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in Section 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. Brokers do not have expertise in this area.

36. PACE LOANS AND LIENS: The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on the property for the amount owed plus interest. The property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. purchase agreement, whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

37. SOLAR PANEL LEASES: Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

38. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL: Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745.



The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

39. LEGAL ACTION: Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters.

40. COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES: Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations Section 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

41. GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION: Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov> during Buyer's inspection contingency period. Another source affiliated with the CPSC is Saferproducts.gov which allows a Buyer to search by product type or product name. Buyers may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyers satisfy themselves regarding recalled or defective products. Brokers do not have expertise in this area and Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit.

42. RENTAL PROPERTY RESTRICTIONS: Buyer and Seller are advised that some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority during Buyer's inspection contingency period. Brokers do not have expertise in this area.

43. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

44. HOME WARRANTY: Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.



45. INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA: Buyer and Seller are advised that Broker may employ a service to provide a "virtual tour" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. Neither the service provider nor Brokers have control over who will obtain access to such services or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Brokers have no control over how long the information concerning the Property will be available on the Internet or through social media. Brokers do not have expertise in this area.

46. ESCROW FUNDS: Buyer and Seller are advised that California Insurance Code Section 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.

47. ONLINE OR WIRE FUNDS TRANSFERS: Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed.

48. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL: Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following "Notice of Your 'Supplemental' Property Tax Bill" to the Buyer:

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

49. NON CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller.

50. FIRPTA/CALIFORNIA WITHHOLDING: Buyer and Seller are advised that: (i) Internal Revenue Code Section 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the buyer acquires the property as Buyer's residence and the price paid does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code Section 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

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STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 10 OF 12)

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City of Clovis



51. LIQUIDATED DAMAGES: Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form RID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

52. MEDIATION: Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA-CA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails.

53. ARBITRATION: Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

54. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

55. DEATH ON THE PROPERTY: California Civil Code Section 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when. Section 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing.

56. ELECTRONIC SIGNATURES: The ability to use electronic signatures to sign legal documents is a great convenience, facilitating the ability to send and receive documents and reach agreement in a real estate transaction. However, Buyers and Sellers are cautioned to carefully read each provision. Arrows indicating "sign here" are merely there for the convenience of finding the next signature line. Only sign if you consent to the terms provided in the document. Brokers strongly advise Buyers and Sellers to read the entire document before signing even if they have reviewed an earlier draft. Do not just scroll through or skip to the next signature line. You are signing a legally binding agreement. Read it carefully. Ask your Broker, Agent or legal advisor if you have questions or do not understand a provision, and sign only if you agree to be bound by the terms.



Property Address: APN 300-080-04, Clovis, 93619

Date: _____

57. LOCAL ADDENDA (IF CHECKED):

The following local disclosures or addenda are attached:

- A. ☐ _____
 B. ☐ _____
 C. ☐ _____
 D. ☐ _____

Buyer and Seller acknowledge and agree that Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property; (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) do not have any obligation to conduct an inspection of common areas or areas off the site of the Property (v) shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Brokers; (vi) shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

Buyer and Seller are encouraged to read this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of this Advisory.

BUYER _____ City of Clovis- Luke Serpa City Manager Date _____

BUYER _____ Date _____

(Address) _____

SELLER _____ Daniel James Fleming Date _____

SELLER _____ Date _____

(Address) _____

Real Estate Broker (Selling Firm) Green Fin Realty Cal BRE Lic. # 01954417

By _____ Cal BRE Lic.# 01954417 Date _____

Linda Mitchell

Address 7493 N Ingram Ave Suite 101 City Fresno State CA Zip 93711

Telephone _____ Fax (559)570-0188 Email linda@greenfinrealty.com

Real Estate Broker (Listing Firm) _____ Cal BRE Lic. # 01954417

By _____ Cal BRE Lic.# 01954417 Date _____

Linda Mitchell

Address 7493 N Ingram Ave Suite 101 City Fresno State CA Zip 93711-5855

Telephone _____ Fax (559)570-0188 Email linda@greenfinrealty.com

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STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 12 OF 12)

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City of Clovis-





BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, 11/13)

Property Address: APN 300-080-04, Clovis, 93619 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1. FINANCE:** Financing the purchase of vacant land finance and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
- 2. CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact directly any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
- 3. UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
- 4. ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

Buyer's Initials () ()

Seller's Initials () ()

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BVLIA 11/13 (PAGE 1 OF 2)

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 1 OF 2)

Reviewed by _____ Date _____



- 5. NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
- 6. SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER _____ Date _____
Daniel James Fleming

SELLER _____ Date _____

BUYER _____ Date _____
City of Clovis- Luke Serpa City Manager

BUYER _____ Date _____

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 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



Legal
Description

For APN/Parcel ID(s): 300-080-04

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE FRIANT-KERN CANAL AS SAID CANAL IS DESCRIBED IN THAT CERTAIN DEED RECORDED SEPTEMBER 22, 1942 IN BOOK 2045, PAGE 182 OF OFFICIAL RECORDS, DOCUMENT NO. 31475.

ALSO EXCEPTING FROM THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, ANY PORTION LYING SOUTHERLY OF THE SOUTH LINE OF SAID FRIANT-KERN CANAL.

PARCEL 2:

A SIXTY FOOT (60') WIDE EASEMENT AND ROAD RIGHT OF WAY OVER AND ACROSS THAT CERTAIN PARCEL OF LAND LOCATED IN SECTION 28, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(A) THE SOUTH 60 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 28 LYING WEST OF THE NORTHWEST LINE OF AUBERRY ROAD.

EXCEPTING THEREFROM THE WEST 2040.00 FEET.

(B) THE EAST 60 FEET OF THE WEST 2100 FEET OF THAT PORTION OF THE NORTH 3/4 OF SAID SECTION 28 LYING SOUTH OF THE SOUTHERLY LINE OF THE FRIANT-KERN CANAL.

(C) COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 89°47'56" EAST 2040.00 FEET; THENCE SOUTH 1°36'42" WEST 11.103 FEET, TO A POINT ON THE SOUTHERLY LINE OF THE FRIANT-KERN CANAL, THENCE ALONG SAID SOUTHERLY LINE NORTH 71°43'04" EAST 63.808 FEET TO THE TRUE POINT OF BEGINNING OF THIS EASEMENT; THENCE CONTINUING NORTH 71°43'04" EAST 63.772 FEET; THENCE SOUTH 18°16'54" EAST 60.000 FEET; THENCE SOUTH 71°43'04" WEST 85.485 FEET; THENCE NORTH 1°36'42" EAST 63.808 FEET, TO THE POINT OF BEGINNING.

PARCEL 3:

A SIXTY FOOT (60') WIDE EASEMENT AND ROAD RIGHT OF WAY OVER AND ACROSS THAT CERTAIN PARCEL OF LAND LOCATED IN SECTION 28, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 28 WITH THE NORTHERLY LINE OF THE FRIANT-KERN CANAL AS SAID CANAL IS DESCRIBED

EXHIBIT "A"
Legal Description
(continued)

IN THAT CERTAIN DEED RECORDED SEPTEMBER 22, 1942 IN BOOK 2042, PAGE 182 OF OFFICIAL RECORDS, DOCUMENT NO. 31475, SAID POINT OF COMMENCEMENT BEARING SOUTH 1°36'59" WEST 376.300 FEET, FROM THE WEST QUARTER CORNER OF SECTION 28; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF THE FRIANT-KERN CANAL AS FOLLOWS:

NORTH 55°56' EAST 298.317 FEET, NORTH 62°50' EAST 371.141 FEET TO A POINT "A"; THENCE CONTINUING NORTH 62°50' EAST 151.987 FEET, NORTH 82°58' EAST 220.217 FEET, SOUTH 76°52' EAST 187.859 FEET, NORTH 71°48' EAST 342.00 FEET, TO A POINT "B"; THENCE CONTINUING NORTH 71°48' EAST 695.699 FEET, NORTH 79°14' EAST 1143.833 FEET, AND SOUTH 65°59' EAST 510.666 FEET; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF THE FRIANT-KERN CANAL NORTH 5°13'31" WEST 68.753 FEET, THENCE NORTH 65°59' WEST 495.868 FEET; THENCE SOUTH 79°14' WEST 1166.524 FEET; THENCE SOUTH 71°48' WEST 1024.739 FEET; THENCE NORTH 76°52' WEST 181.701 FEET; THENCE SOUTH 82°58' WEST 241.539 FEET; THENCE SOUTH 62°50' WEST 537.397 FEET; THENCE SOUTH 55°56' WEST 258.846 FEET, TO A POINT ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 28, THENCE SOUTH 1°36'59" WEST 73.868 FEET, ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 28 TO THE POINT OF COMMENCEMENT.

PARCEL 4:

SIXTY FOOT (60') WIDE EASEMENTS AND ROAD RIGHTS OF WAY, OVER AND ACROSS A PARCEL OF LAND LOCATED IN SECTION 28, TOWNSHIP 11 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, THE CENTERLINES OF WHICH ARE DESCRIBED AS FOLLOWS:

(A) COMMENCING AT A POINT WHICH BEARS NORTH 27°10' WEST 30.000 FEET FROM POINT "A" AS DESCRIBED ABOVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100 FEET THROUGH A CENTRAL ANGLE OF 49°27'30", AN ARC DISTANCE OF 86.321 FEET, THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 100 FEET THROUGH A CENTRAL ANGLE OF 119°03'00", AN ARC DISTANCE OF 207.781 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100 FEET, THROUGH A CENTRAL ANGLE OF 49°27'30", AN ARC DISTANCE OF 86.321 FEET.

(B) COMMENCING AT A POINT WHICH BEARS NORTH 18°12' WEST 30.000 FEET FROM POINT "B" AS DESCRIBED ABOVE, THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100 FEET THROUGH A CENTRAL ANGLE OF 69°30'46", AN ARC DISTANCE OF 121.323 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 100 FEET THROUGH A CENTRAL ANGLE OF 139°01'32", AN ARC DISTANCE OF 242.645 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100 FEET THROUGH A CENTRAL ANGLE OF 69°30'46", AN ARC DISTANCE OF 121.323 FEET.

RESOLUTION NO. 17-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AN AMENDMENT TO THE ANNUAL BUDGET FOR FISCAL
YEAR 2017-2018**

WHEREAS, the City Council adopted the 2017-2018 Budget on June 12, 2017; and

WHEREAS, the City Council is amending the 2017-2018 Budget to include Community Sanitation expenditures to purchase property associated with City of Clovis Landfill operations and other beneficial uses; and

WHEREAS, the expenditures were not included in the 2017-2018 Budget.

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

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 7, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

EXHIBIT A

SUMMARY OF EXPENDITURES BY DEPARTMENT

Department

Public Utilities -	\$500,000.00
Community Sanitation	
Total	\$500,000.00

SUMMARY OF EXPENDITURES BY FUND

Fund

Community Sanitation Enterprise	\$500,000.00
Total	\$500,000.00

NET GENERAL FUND SUPPORT

Total	\$0
--------------	------------



AGENDA ITEM NO: **CC-H-3**

City Manager: AA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: August 7, 2017

SUBJECT: Approval – Authorizing the execution of a Purchase Agreement for property located at 1665 Tollhouse Road, Clovis, CA from Anlin Industries in the amount of \$7,200.

ATTACHMENTS: (1) Location and Vicinity Map
(2) Purchase Agreement

CONFLICT OF INTEREST

None

RECOMMENDATION

1. Authorizing the execution of a Purchase Agreement of property located at 1665 Tollhouse Road, Clovis, CA from Anlin Industries in the amount of \$7,200.
2. Authorize the City Manager to execute the Agreement and other necessary documents.

EXECUTIVE SUMMARY

Approval of this request would allow the City Manager to sign an agreement and execute the purchase of 758 square feet of property located at the northwest corner of Anlin Industries, adjacent to the City of Clovis Corporation Yard. This property would be utilized for expansion of the Compressed Natural Gas (CNG) facility. Council approved the CNG expansion project in the City of Clovis 2016-17 budget and staff has been working on the design of the project concurrently with the property acquisition from Anlin Industries.

BACKGROUND

Per Council direction staff has been discussing the potential property purchase from Anlin Industries for the expansion of the City of Clovis CNG facility. It was determined in preliminary design of the project that the property located to the east was most beneficial and necessary to locate the new larger compressor. The addition of this property would give the City more area in the future to locate a fast fuel tank to rapidly fuel the City's refuse fleet and other potential City vehicles running on CNG. Staff received authorization from Council to discuss the purchase of the property with Anlin Industries on March 6, 2017.

Currently, the CNG facility only fuels Refuse trucks (Residential sideloaders, Commercial rearloaders and frontloaders, and Street Sweepers) in the Solid Waste section of the Public Utilities Department. The CNG facility has reached its capacity to effectively and efficiently fuel all of the CNG vehicles in the City's Solid Waste fleet. The existing compressors are aging and dependability is becoming a factor in keeping the Refuse vehicles fueled and running. There have been a few occasions when both compressors have been down and the Solid Waste fleet has needed to fuel at the Clovis Unified School District (CUSD) facility to provide refuse operations. This places a tremendous burden on both the City and CUSD to meet their fleet fueling needs.

Staff negotiated a purchase price based on a Market Valuation (appraisal) performed by James G. Palmer Appraisals Inc. The valuation determined that this type of property was valued at \$9.50 per square foot, and the initial area was estimated to be 720 square feet at a total cost of \$6,900. In subsequent surveying and after preparation of the legal exhibit, the actual area to be acquired was determined to be 758 square feet and the corresponding value of the revised property was adjusted to \$7,200 (an extrapolation of the square footage being valued at \$9.50/sf). Execution of the proposed agreement (Attachment "2") will allow the City to open an escrow account and complete the property purchase transaction.

FISCAL IMPACT

The total estimated cost to acquire the property is \$8,500. This includes the purchase price of \$7,200 plus escrow charges. Funds have been budgeted for this property purchase in the Community Sanitation/Refuse Capital account in conjunction with the CNG expansion project.

REASON FOR RECOMMENDATION

Acquisition of the property would provide the additional area needed for expansion of the CNG facility. The property is in an ideal location and Anlin Industries has generously worked with the City in the property transaction.

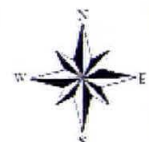
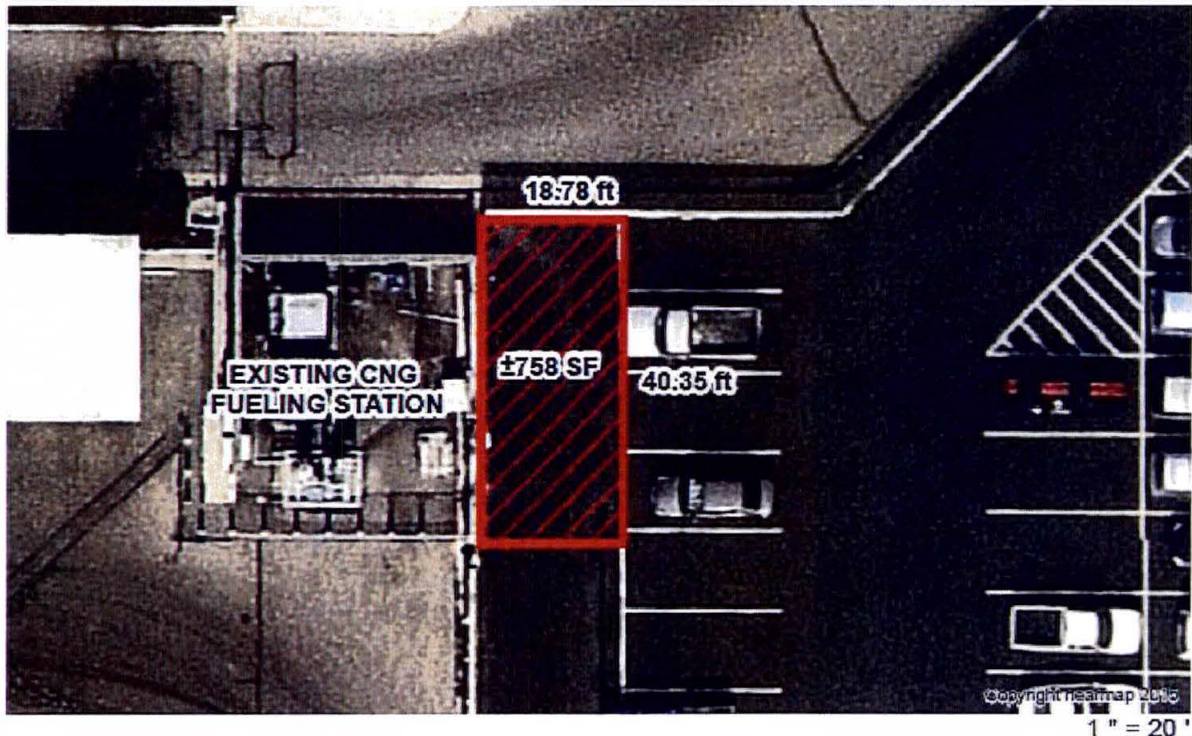
ACTIONS FOLLOWING APPROVAL

1. Staff will execute the agreement and close escrow.
2. Staff will continue working on the CNG expansion project based on the property acquired.

Prepared and Submitted by: Scott Redelfs, Assistant Public Utilities Director 

ATTACHMENT 1

CITY OF CLOVIS
CNG FUELING STATION UPGRADE
PROPOSED PROPERTY ACQUISITION



7/24/2017

ATTACHMENT 2

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement ("Agreement") is entered into by and between the City of Clovis, a California municipal corporation ("Buyer") and Anlin Industries ("Seller") pursuant to the following recitals:

RECITALS:

A. WHEREAS, Seller owns certain real property located at 1665 Tollhouse Road, City of Clovis, within the County of Fresno, State of California.

B. WHEREAS, Buyer desires to acquire a 758 square foot portion of the real property, more particularly identified below, for right-of-way purposes and related uses in connection with improvements of City of Clovis Corporation Yard CNG Fueling Station Upgrade (the "Project"); and

C. WHEREAS, Seller desires to sell the 758 square foot portion of the real property to Buyer under the terms and conditions of this Agreement; and

D. WHEREAS, Buyer and Seller have agreed to Buyer's purchase of the real property by means of this Agreement and the recordation of a grant deed conveying the Property to Buyer.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT:

1. The Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, subject to the terms and conditions set forth herein, that certain real property consisting of 758 square feet, located at 1665 Tollhouse Road, City of Clovis, in the County of Fresno, California, Fresno County Assessor's Parcel No. 491-08-51 as more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein, along with all easements, licenses, and interests appurtenant thereto, and all entitlements, owned or held by Seller in connection therewith (collectively, the "Property").

2. Purchase Price. The total purchase price to be paid by Buyer for the Property shall be seven thousand and two hundred dollars (\$7,200.00) (the "Purchase Price"). Seller and Buyer stipulate that the Purchase Price is the fair market value of the Property and is just compensation for the Property, including any and all other losses, whether by way of improvements, severance damages, cost to cure, goodwill or otherwise. As provided herein, Buyer shall pay the Purchase Price by depositing funds into the escrow in time to meet the Title Company's requirements for immediately available funds at close of escrow.

3. Seller's representations and warranties. Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, and any rights of way, other than those disclosed by the public record; (b) Seller has no knowledge of any pending litigation involving the Property; (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning the Property; and (d) Seller has no knowledge of any material defects in the Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around the Property. These warranties shall survive the close of escrow and the recording of the grant deed.

4. Buyer's representations and warranties. Buyer represents and warrants that it has the authority to enter into this Agreement, and upon execution of this Agreement, and subject to the conditions precedent set forth herein, Buyer will have full authority to carry out the provisions of this Agreement. These warranties shall survive the close of escrow and the recording of the grant deed.

5. Escrow. Upon execution of this Agreement, Buyer and Seller agree to open an escrow account with First American Title Company, located at 7010 N. Palm Ave., Fresno, CA 93650 ("Title Company") for the purposes of preparing a preliminary title report, arranging for title insurance desired by Buyer, preparing the grant deed, preparing and recording new legal descriptions for both properties, ensuring that the proper authority for selling the property is obtained, and other customary provisions. Buyer and Seller shall execute Escrow instructions needed to carry out this section.

5.1 Deposits into escrow. Buyer and Seller will deposit all documents, money, and other items with the Title Company that is: (a) identified in this Agreement or, (b) required by the Title Company to effect the close of escrow as provided herein.

5.2 Title. Seller must convey title to the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller.

5.3 Title and closing costs. Buyer will pay costs to convey title in the condition described in Section 5.2 above, including but not limited to any fees associated with the partial or full reconveyance of any deed(s) of trust. Seller must pay costs for any delinquent and/or unpaid taxes, assessments, or liens. Buyer shall pay the costs of any owner's title policy, insuring Buyer's title in the condition described in Section 5.2, and all escrow fees, and costs to record the grant deed. Buyer and Seller will pay any other costs according to the custom in Fresno County.

5.4 Close of escrow. The escrow shall be in condition to close when all conditions to close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the grant deed conveying title to the Property from Seller to Buyer. The escrow will be considered closed on the date the grant deed is recorded ("close of escrow").

- 5.5 Disbursements. At close of escrow, Title Company shall disburse the Purchase Price to Seller, less Seller's costs to clear title, prorations, and other costs, if any, and when Title Company is prepared to issue an owner's title policy to Buyer insuring Buyer's fee title in the condition set forth in Section 5.2 above, for the amount designated by Buyer.
- 5.6 Risk of loss. Risk of loss or damage to the Property, or any improvements thereon, shall pass from Seller to Buyer upon close of escrow.
6. Conditions precedent. Close of escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the conditions precedent stated herein, including Buyer's and Seller's performance of all their respective obligations under this Agreement, and that all of the representations and warranties of the parties remain true as the close of escrow. The conditions are solely for Buyer's benefit unless otherwise indicated. Each condition must be satisfied or Buyer must waive it in writing prior to close of escrow. If any condition is not timely satisfied, Buyer may waive the condition and close escrow, or it may terminate this Agreement by giving the Seller and Title Company 5 days' written notice. After expiration of the 5 days, this Agreement, and the escrow shall terminate. Upon termination, the Title Company shall return any documents and money deposited into escrow to the respective depositor, after deducting any escrow cancellation fee, and Buyer will have no further obligation to Seller.
7. Buyer's right to enter Property. Upon execution of this Agreement, Seller grants to Buyer, its agents, employees, permittees, contractors, or assigns, an immediate right to, at reasonable times, enter upon, over, across, and under the Property and enter upon, over and across Seller's real property adjacent to the Property for purposes of constructing the Project and accomplishing all necessary incidents thereto, including but not limited to, investigations, tests, and the removal, disposal, repair, and/or replacement of existing improvements on the Property. Such right of entry shall be irrevocable until completion of the Project. The Purchase Price herein includes full payment for such immediate possession and use of the Property, including damages, if any. Buyer shall cure or indemnify Seller for any damage to Seller's adjacent real property or substantial interference with the possession or use of the adjacent real property caused by Buyer, its agents, employees, permittees, contractors, or assigns during construction of the Project.
8. Miscellaneous Provisions.
- 8.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.
- Buyer assures that: (a) the installation of new facilities will meet the minimum setbacks as required by the City of Clovis Planning and Development Services Department; (b) Buyer will install new fencing along the property line that will meet or exceed the conditions of the existing chain link fencing currently in place. The newly constructed fence on the east side adjacent to Anlin Industries shall be constructed of CMU material unless the Buyer and Seller agree to another type of fence material; (c) Constructed improvements will not alter current drainage patterns

on site. The existing storm drain system located within the property being purchased shall be accessible by both the Buyer and Seller. Modifications to the drainage facilities will require approval from both parties to this agreement.

- 8.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and duly given on the date of service, if served personally on the person to receive the notice, or delivered by depositing the notice or communication in the U. S. mail, postage prepaid, and addressed to the relevant party at the address set forth below.

To Seller: Jonathan R. Chessum
Anlin Industries
1665 Tollhouse Road
Clovis, CA 93611

To Buyer: Scott Redelfs
Public Utilities
City of Clovis
155 N. Sunnyside Ave
Clovis, CA 93611

- 8.3 Entire Agreement. This Agreement is the entire agreement between Seller and Buyer regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understandings, written or oral. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement.
- 8.4 Amendment or Termination. This Agreement may only be amended or terminated by mutual written consent of the Seller and Buyer, unless otherwise expressly provided herein.
- 8.5 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The Buyer may assign this agreement and its rights hereunder.
- 8.6 Time of the Essence. Time is of the essence of each term in this Agreement.
- 8.7 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.
- 8.8 Authority. Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of and fully bind such party.
- 8.9 Waiver. Any party's waiver of a breach of any provision herein will not be a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- 8.10 Severability. The provisions of this Agreement are severable. The invalidity, or

unenforceability of any provision in this Agreement will not affect the other provisions.

- 8.11 Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.

IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement on the dates set forth below.

BUYER:
City of Clovis, A California Municipal
Corporation

SELLER:
Anlin Industries

By _____
Luke Serpa, City Manager

Dated: _____, 2017

_____

_____

Dated: 7-20-17, 2017

Exhibit A
(Legal description of Property)

EXHIBIT 'A'

That portion of the South Half of the North Half of the Southeast Quarter of the Northeast Quarter of Section 4, Township 13 South, Range 21 East, Mount Diablo Base and Meridian according to the official plat there of lying in the City of Clovis, County of Fresno, State of California, described as follows:

Commencing at the Southwest Corner of the South Half of the North Half of the Southeast Quarter of the Northeast Quarter of said Section 4; thence North $0^{\circ}04'47''$ East along the West Line of said South Half, a distance of 175.48 feet to the TRUE POINT OF BEGINNING; thence continuing along said West Line North $0^{\circ}04'47''$ East, a distance of 40.35 feet; thence South $89^{\circ}55'13''$ East, a distance of 18.78 feet; thence South $0^{\circ}04'47''$ West, a distance of 40.35 feet; thence North $89^{\circ}55'13''$ West, a distance of 18.78 feet to the True Point of Beginning.

Containing 758 square feet, more or less.



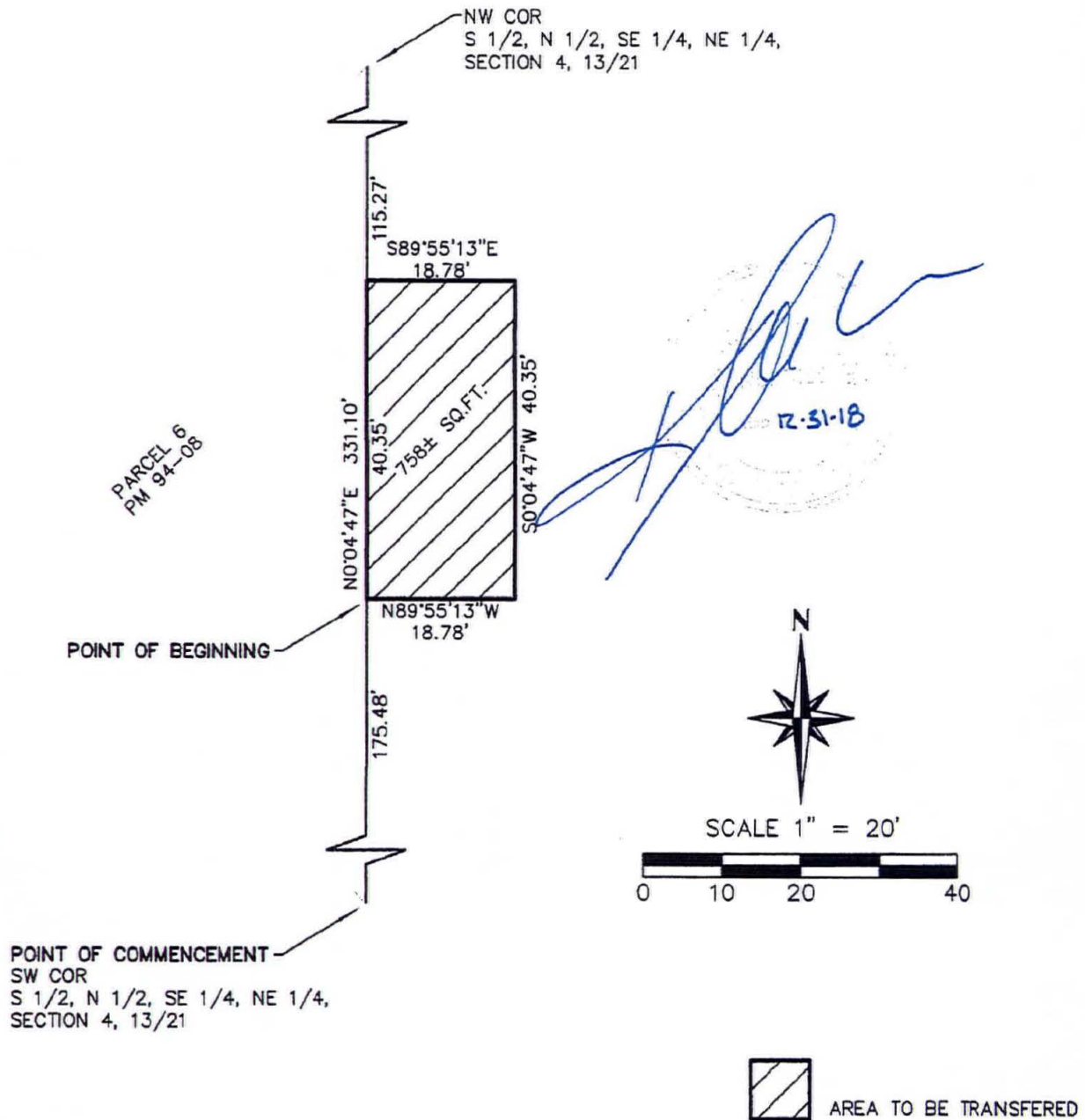
12-31-18

May 15, 2017
Katrina M. Olsen, LS 7058
McPheeters & Associates
1486 Tollhouse Rd, Suite 107
Clovis, CA 93611
(559) 299-9098
www.mcpheeters.com

Job No. 117128

Exhibit B
(Map Depicting Property)

EXHIBIT 'B'



CITY OF CLOVIS -ENGINEERING

Firm Name: MCPHEETERS & ASSOC.
 Address: 1486 TOLLHOUSE ROAD, #107
CLOVIS, CA 93611
 R.C.E. or L.S. KATRINA M. OLSEN
 License No. LS 7058
 Telephone No. (559) 299-9098


CNG FUELING STATION UPGRADE

PORTION OF THE SOUTH HALF OF THE NORTH HALF OF
 THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
 OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 21 EAST,
 MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE
 OFFICIAL PLAT THEREOF.

File: 117128 EXHIBIT.DWG
 Drawn By: WHC
 Date: 5/9/2017
 Rev 1: _____

SCALE AS SHOWN
 SHEET 1 OF 1



AGENDA ITEM NO: **CC-H-4**
City Manager: 

CITY of CLOVIS

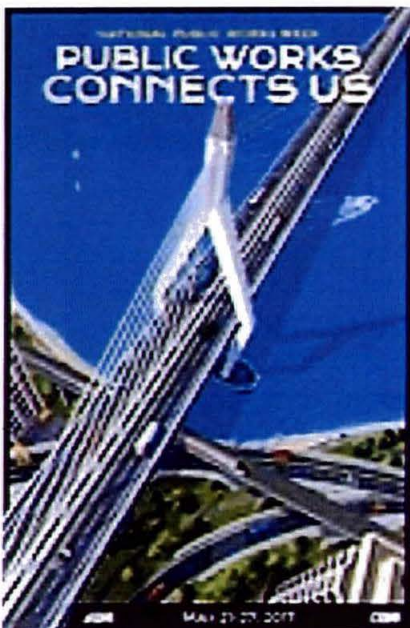
REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Public Utilities Department
DATE: August 7, 2017
SUBJECT: Receive and File - Public Utilities Monthly Report May 2017

National Public Works Week

The week of May 21-27 was National Public Works Week. The theme this year is "Public Works Connects Us". In recognition of the contribution Public Utilities, Planning & Development Services, and General Services make to the community, we sponsored the annual public works barbecue on Wednesday, May 24, at the Corporation Yard Leonardo Room.

City of Clovis residents have come to expect a high level of service from their community. These three Departments: Public Utilities, Planning and Development Services, and General Services, work hard all year to see that those expectations are met. This barbecue is just a small way of saying thanks to all of you who take pride in the job you do and the community you serve.



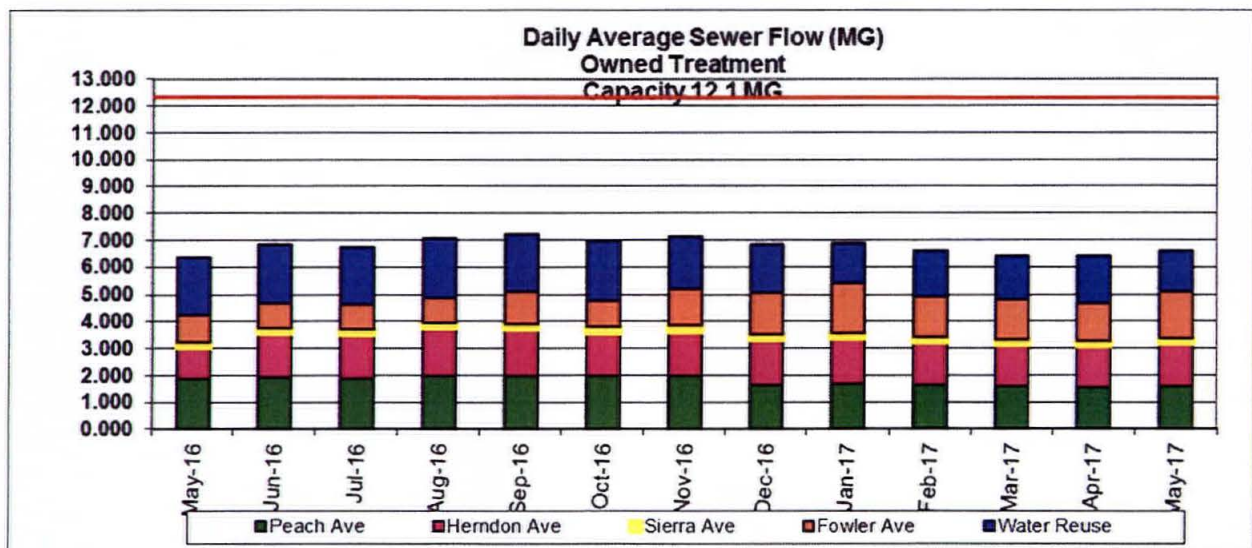
2017 National Public Works Week Poster

This year National Public Works Week celebrates the vital role public works plays in connecting us all together. As the cornerstone of civilization, Public Works provides, maintains, and improves the structures and services that assure a higher quality of life for our communities. Its streets, roads, bridges and public transportation keep us linked together from coast to coast, and its clean water and sanitation services keep us healthy and allow our communities to grow and prosper.



WASTEWATER DISPOSAL SECTION

<u>Sewer Flow</u>	<u>Total Flow MG In May</u>		<u>Average Daily Flow MG/d</u>		<u>Owned Treatment Capacity MGD</u>
	2017	2016	2017	2016	
Peach Avenue	47.270	55.637	1.576	1.855	3.0
Herndon Avenue	47.160	35.618	1.572	1.187	2.8
Sierra Avenue	5.963	5.979	0.199	0.199	0.5
Fowler Avenue	52.130	29.060	1.738	0.969	3.0
Water Reuse	47.220	67.027	<u>1.523</u>	<u>2.162</u>	<u>2.8</u>
TOTAL			6.608	6.372	12.1



Storm Drain Maintenance

Summary of Activities	May 2017	May 2016	May 2015
Number of storms this month	2	3	3
Total rainfall this month (inches)	0.12	0.29	0.57
Rainfall to date (inches)	17.20	14.78	6.60

WATER SECTION

On the morning of Saturday, May 20, calls came in regarding a water line hit by a construction crew on Gettysburg Avenue, east of Clovis Avenue. Staff from Public Utilities were called in to isolate the leak and assess damages to the water system. Staff found that a grading contractor had clipped a meter box, shifting the position of the box and damaged the metered water service. Once the leak was stopped, the water crew dewatered the area and began making temporary repairs in order to restore water service to the two hotels across the street which were affected by the emergency water outage.

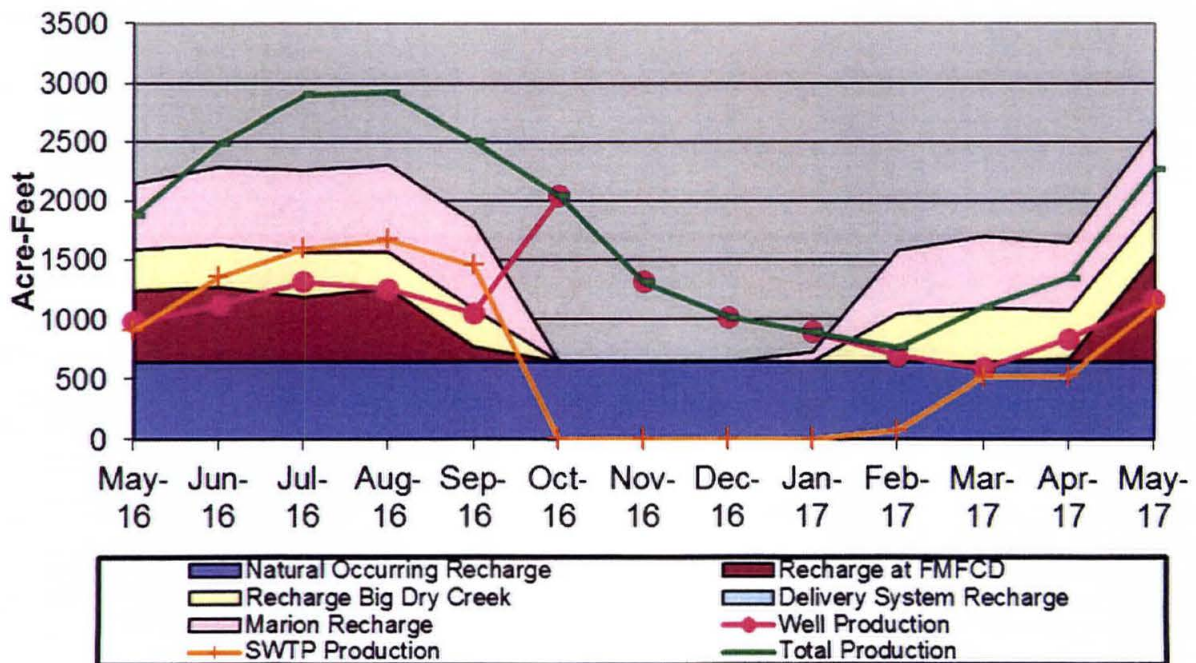




WATER PRODUCTION

	This Month	Calendar Year to date
Recharge at FMFCD Basins (AF)	910	936
Recharge Upstream in Big Dry Creek (AF)	398	1,662
Marion Recharge per FID (AF)	663	2,447
Delivery System Recharge	0	0
Total Artificial Recharge (AF)	1,971	5,045
Natural Recharge	642	3,208
Total Well Production (AF)	1,169	4,130
Treatment Plant Production (AF)	1,104	2,213

Water Production vs. Recharge Activities



Summary of Activities	2017	Year to Date	2016	Year to Date	2015	Year to Date
SWTP production (mg)	359.604	721.010	295.013	569.261	157.318	685.200
Well production (mg)	380.787	1345.681	318.252	1361.487	442.059	1660.415
Total water production (mg)	740.391	2067.081	613.265	1930.748	599.377	2345.615
Daily average	23.884	13.689	19.783	12.702	19.335	15.432
Days between readings	31	151	31	152	31	152



AGENDA ITEM NO: **1-A-1**
City Manager: *LS*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: August 7, 2017

SUBJECT: Consider Approval – Res. 17-___, Authorize changes to the Core Area Development Impact Fee Reduction for In-Fill Development Program and Receive and file Report on Status of the Core Area Development Impact Fee Reduction Program for In-Fill Development program

ATTACHMENT: A) Core Area Fee Reduction Use Map
B) Draft Resolution
C) September 16, 2013 Core Area Fee Reduction Staff Report

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to authorize changes to close a portion of the Core Area Development Impact Fee Reduction for In-Fill Development Program, and receive and file report on Status of the Core Area Development Impact Fee Reduction for In-Fill Development program.

EXECUTIVE SUMMARY

In September of 2013, Council approved the Core Area Development Impact Fee Reduction for In-Fill Development Program (Attachment C). The program reduced development fees in the core area (south of Sierra Avenue and west of Locan Avenue) by eliminating sewer major facilities, parks, fire and police fees. Street fees (Outside Travel Lane, Center Travel Lane, Traffic Signals, and Bridges) were reduced to only what was necessary to reimburse developers in line for reimbursement and would apply to all properties within street fee service areas 2 and 3, including some properties outside the core area between Sierra and Herndon Avenues. All other development fees remained the same. This program reduced development fees within the core area by as much as 70%.

The issue of encouraging in-fill development of vacant parcels and redevelopment of underutilized parcels in the older part of the community has and continues to be a concern. The program was implemented to reduce development impact fees to make the development of in-fill parcels feasible and has had success at attracting development. Since program inception, 403 units have been developed in the core area.

The authorization indicated staff would report on the status on the program when 500 units had been developed or five years, whichever came first. To date, 403 units have been developed, 443 units have received entitlements, and 321 units are in the development pipeline. Despite not reaching the 500 developed units and four years into the program, staff deemed it appropriate to report to Council on the program given the large number of entitled units and upcoming entitlement requests. Staff is also recommending changes to the program that include closing the sewer, police and fire fee portions of the program while continuing the other fee reductions.

BACKGROUND

Program Details

In September of 2013, Council approved the Core Area Development Impact Fee Reduction for In-Fill Development Program. All properties are eligible for the fee reduction regardless of the General Plan designation or zoning. The core area of the City had approximately 730 acres of undeveloped land in small parcels that had not been developed over time. The goal of the program was to encourage development of property in the core area to reduce blight, utilize infrastructure that is already in place while not geographically extending the need for public safety services, and encourage the build out of commercial and industrial properties.

The program reduced development fees in the core area (south of Sierra Avenue and west of Locan Avenue) by eliminating sewer major facilities, parks, fire and police fees. Street fees (Outside Travel Lane, Center Travel Lane, Traffic Signals, and Bridges) were reduced to only what was necessary to reimburse developers in line for reimbursement and would apply to all properties within street fee service areas 2 and 3, including some properties outside the core area between Sierra and Herndon Avenues. All other development fees remained the same including major facilities water fees. This reduced development fees within the core area by as much as 70%.

Within street service areas 2 and 3 which contain the core area, there are few remaining street improvements needed. With the program, street fees were reduced for all properties within street areas 2 and 3 and the remaining street improvements would be built as a condition of development of adjacent property or be funded by grant funds if funds become available. Reduced street fees continue to be paid as necessary to cover the cost of reimbursement to developers of previous projects that are in line for reimbursement.

The program's area extends into two street fee service areas (area 2 and area 3). As a result, the total fee reductions per equivalent dwelling unit (EDU) are different.

For the portion of the proposed core area that is within street area 2, the fee reduction per EDU ranges from approximately \$18,000 to \$24,000 resulting in a total fee per EDU of approximately \$7,000 to \$9,000.

For the portion of the proposed core area that is within street area 3, the fee reduction per EDU ranges from approximately \$11,000 to \$13,000 resulting in a total fee per EDU of approximately \$6,000 to \$7,000.

Program Utilization

The issue of encouraging in-fill development of vacant parcels and redevelopment of underutilized parcels in the older part of the community has and continues to be a concern. The program was implemented to reduce development impact fees to make the development of in-fill parcels feasible and has had success at attracting development, with 403 units having been developed in the Core Area Development Impact Fee Reduction for In-Fill Development Program area.

The authorization indicated staff would report on the status on the program when 500 units have been developed or five years, whichever comes first. To date 403 units have been developed, but 443 additional units have received entitlements, and 321 units are in the development pipeline. Attachment 1 indicates where units have been developed and where units have received entitlements. Despite not reaching the 500 developed units and only four years into the program, staff deemed it appropriate to report to Council on the program given the large number of entitled units and anticipated entitlement requests.

The program has had success in encouraging in-fill development. Many parcels that had been passed by previously have been built-out largely as residential. Of the 403 units developed, 376 units were residential and 27 units were retail. 443 additional residential units have also received entitlements. In addition, staff has identified 321 units in the development pipeline, with 80 being residential and 241 being retail or industrial. This reached the program goals which are to encourage development of property in the core area to reduce blight, utilize infrastructure that is already in place while not geographically extending the need for public safety services, and encourage the build out of commercial and industrial properties. The program has been an effective tool to attract development to the core area of the City. As commercial development has a longer development timeline, the core area is just now seeing entitlement applications for significant job producing growth, the program played a significant role in attracting those developments and developments in the pipeline.

Financial Assessment

While the program has had success in attracting development to the core of the City, it has had a financial impact on the sewer, fire and police developer impact fee funds.

- The total amount of sewer, fire and police fees not charged to date is **\$4,000,000**. This is **13.4%** of the core area's sewer, fire, and police fees' burden or 1.3% of the City's entire sewer, fire, and police fees' burden for the City's current sphere of influence.
- In addition, the entitled units are eligible for \$4,500,000 in sewer, fire and police fees being waived or 14.8% of the core area's sewer, fire and police fees' burden or 1.4% of the City's entire sewer, fire and police fees' burden for the City's current sphere of influence.
- Projects in the development pipeline could be eligible for \$3,200,000 in sewer, fire and police fees being waived or 10.7% of the core area's sewer, fire and police fees' burden or 1% of the City's entire sewer, fire and police fees' burden for the City's current sphere of influence.
- When combined, the total potential impact of the program in the near-term could be \$11,700,000 in sewer, fire and police fees being waived or 38.9% of the core area's fee burden or 3.8% of the City's entire sewer, fire and police fees' burden for the City's current sphere of influence.
- If the entire core area is built-out, the potential sewer, fire and police fees being waived are expected to be an additional \$30,000,000. This is 9.7% of the City's entire sewer, fire and police fees' burden for the City's current sphere of influence.

These amounts are in line with what was presented to City Council when the program was approved. The program has led to significant infill development (see Attachment A) and has caused significant interest in projects in the development process but the cost is significant. The costs for the projects that have been approved or are in the pipeline are within the margin of error of the total estimated capital costs on which the fees are based, so staff believes that these costs can be absorbed by the developer impact accounts. However, staff is not confident that the costs could be absorbed if the program was to continue indefinitely and the fees were to be waived for the entire core area. Any resulting shortages in the developer impact accounts would have to be paid by users, so staff recommends winding down the program.

Recommended Program Changes

Based on the fiscal impact, staff is recommending the program be closed for the following categories of development impact fees:

- Sewer
- Fire
- Police

The elimination of fees for parks and streets would remain in place per the original program's guidelines. This is due to the construction of the parks and streets have been built in the core fee reduction area and no longer need a source of revenue.

Staff is aware that many developers have purchased land based on the program's fee structure and thus is recommending a wind-down of the program over time to ensure that developers have ample opportunity to develop their property with the program's fee structure. The wind-down is proposed as follows and is included in the attached draft resolution:

- Complete entitlement applications received before June 30, 2018 are eligible for a fee reduction.
- In order to receive the benefit, building permits must be pulled by July 31, 2020.

This allows developers and property owners to take advantage of the program while limiting the cost to the City.

FISCAL IMPACT

The cost of the program is expected to be approximately \$11,700,000 in foregone fees based on units developed, entitled, and in the development pipeline. This is approximately 3.8% of the City's development fee program for the entire sphere of influence. If the program was continued, an additional \$32,000,000 in foregone fees could materialize. The wind-down of the program would reduce this significantly and protect sewer users from having to make up deficits in the developer fund.

REASON FOR RECOMMENDATION

The wind-down of the program would reduce the potential revenue reductions significantly. Furthermore, the manner in which the program would be wound down would encourage development to occur quickly and provide a positive impact with related additional general fund revenues.

ACTIONS FOLLOWING APPROVAL

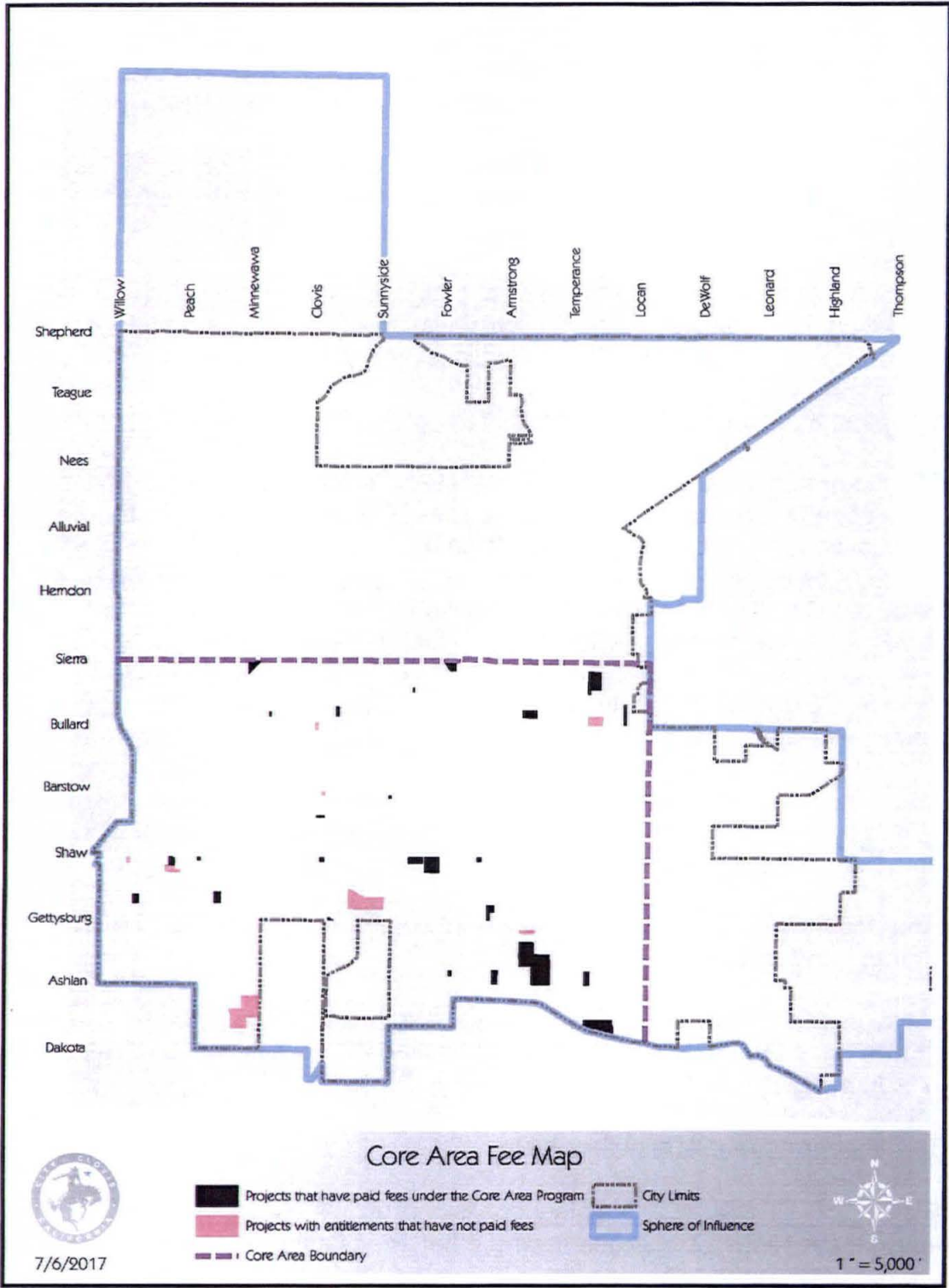
Staff will implement Council direction.

Prepared by: Andrew Haussler, Director of Community and Economic Development

Submitted by: Andrew Haussler, Director of Community and Economic Development



ATTACHMENT "A"
CORE FEE AREA USE MAP



ATTACHMENT "B"

RESOLUTION 17-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
SUPERSEDING RESOLUTION NO. 13-122 AND MODIFYING THE
CORE AREA IMPACT FEE REDUCTION PROGRAM**

WHEREAS, in 2013, the City Council approved Resolution 13-122 which established the "Core Area" and the reduction of certain fees to provide incentive to develop "infill" projects; and

WHEREAS, Resolution 13-122 included a provision for review of the program and a recommendation from staff regarding the continuation of the program upon the expiration of five years or the development of 500 units (whichever comes first); and

WHEREAS, the number of units developed in the core area is approaching 500; and

WHEREAS, staff has provided a report on the status of the program and has recommended that the reduction of fees on Sewer major facilities, Fire, and Police fees be phased out due to the potential impact to the respective funds; and

WHEREAS, the City Council desires to discontinue the program with respect to the Sewer major facilities, the Fire, and the Police fees in a fair and measured process.

NOW THEREFORE, the City Council of the City of Clovis hereby resolves, determines and orders the modification of the program as follows:

1. The provisions of Resolution 13-122 will remain in force with the exception of the sewer major facilities fee, the Fire Department Fee, and the Police Department Fee which shall revert to the full fee rates as of July 1, 2018.
2. In order for the reduced rates for sewer major facilities, Fire Department, and Police Department fees to apply to a project:
 - a. Entitlement applications shall be submitted to the City and deemed complete by staff prior to June 30, 2018. Applications submitted after June 30, 2018 will not be subject to reduced rates.
 - b. Building permits shall be pulled July 31, 2020.

BE IT FURTHER RESOLVED that the provisions of this Resolution shall not in any way affect provisions for fees or charges in any other Resolution, except Resolution 13-122, or Ordinance of the City of Clovis.

* * * * *

The foregoing Resolution was introduced and adopted by the City Council of the City of Clovis at a regular scheduled meeting held on August 7, 2017 at the hour of 6:00 p.m. in the City of Clovis, by the following vote, to wit:

Ayes:

Noes:

Absent:

Abstain:

Dated:

Mayor

City Clerk

ATTACHMENT "C"

September 16, 2013 Core Area Fee Reduction Staff Report

ATTACHMENT "C"

September 16, 2013 Core Area Fee Reduction Staff Report



AGENDA ITEM NO: 2-B-1

City Manager: ✓

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: September 16, 2013

SUBJECT: Consider Approval – Res. 13-___, Authorizing the Reduction of Development Impact Fees for In-fill Development in the Core Area South of Sierra Avenue and West of Locan Avenue

ATTACHMENT: Map of Core Area
Draft Resolution

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to authorize the reduction of development impact fees for in-fill development in the core area south of Sierra Avenue and west of Locan Avenue (map attached).

EXECUTIVE SUMMARY

The issue of encouraging in-fill development of vacant parcels and redevelopment of under utilized parcels in the older part of the community has been a concern for some time. In an effort to eliminate one of the constraints in the development of in-fill property, the recommendation is to reduce development fees in the core area of the City. In-fill development is more costly and more difficult than green field development on the perimeter of the City. This proposal would serve to incentivize in-fill development in the core area south of Sierra Avenue and west of Locan Avenue.

The proposal is to reduce development fees in the core area by eliminating sewer major facilities, parks, fire and police fees. Street fees (Outside Travel Lane, Center Travel

Lane, Traffic Signals, and Bridges) would be reduced to only what is necessary to reimburse developers in line for reimbursement and would apply to all properties within street fee service areas 2 and 3, including some properties outside the core area between Sierra and Herndon Avenues. All other development fees would remain the same. This would reduce development fees within the proposed core area by as much as 70%. Other service areas or service users will not see increased fees because of the core area reduction. The fee structure would be reevaluated in five years or when the equivalent of 500 units have been developed (whichever comes first) to determine the impact of the fee reduction to the overall fee program and whether the benefits outweigh the costs.

With the reduction of development fees, properties that have not been financially feasible to develop would have an incentive to develop. In-fill development in the core area would benefit the City by attracting new businesses, creating more jobs and reducing blight. In addition, it is estimated that the in-fill property would create a value of approximately \$1.5 million in increased general fund revenue annually to the City at full build-out in the form of property tax, sales tax and jobs.

BACKGROUND

The purpose of the proposal is to reduce the development impact fees in the core area of the City (south of Sierra Avenue and west of Locan Avenue) to promote in-fill development and redevelopment of under utilized properties without unduly affecting the growth areas. All properties would be eligible for the fee reduction regardless of the General Plan designation or zoning. The core of the City has approximately 730 acres of undeveloped land, in small parcels that have not developed over time. From a community development perspective this proposal will encourage development of property in the core to reduce blight, utilize infrastructure that is already in place while not geographically extending the need for public safety services. In the target area there are many opportunities for economic development by encouraging the build out of commercial and industrial properties. Attracting new businesses and encouraging existing businesses to expand will increase job opportunities in the community.

Under this proposal, development impact fees charged for parks, fire, police, and sewer major facilities would be eliminated. Street fees would be reduced to an amount necessary to pay for existing reimbursement debt. All other development fees would continue to be paid at the current level.

Staff is recommending the elimination of parks, fire and police fees. In-fill development in the Core Area will not require a geographic expansion of parks, fire and police services. These fees can be eliminated without substantially impacting the development of new facilities in the growth areas.

The largest share of development fees is the major facilities sewer, water and street fees. Reducing or eliminating these fees will have the greatest impact on reducing

development fees. Staff is proposing that major facilities sewer fees be eliminated for the core area. The additional capacity required for any new units in the core area is small compared to the total need for the growth areas and is within the allowance of our estimation of capacity needed for the city. The allocation of sewer capacity for undeveloped properties was based on conservative numbers that tend to be higher than what is being realized on newly developed properties.

Major facilities water fees would remain the same as currently charged.

Within street service areas 2 and 3 which contain the proposed core area, there are few remaining street improvements needed. Under this proposal, street fees would be reduced for all properties within street areas 2 and 3 and the remaining street improvements would be built as a condition of development of adjacent property or be funded by grant funds if funds become available. Reduced street fees would continue to be paid as necessary to cover the cost of reimbursement to developers of previous projects who are in line for reimbursement.

The proposed core area extends into two street fee service areas (Area 2 and Area 3). As a result, the total fee reductions per equivalent dwelling unit (EDU) are different.

For the portion of the proposed core area that is within street area 2, the fee reduction per EDU will range from approximately \$18,000 to \$24,000 resulting in a total fee per EDU of approximately \$7,000 to \$9,000.

For the portion of the proposed core area that is within street area 3, the fee reduction per EDU will range from approximately \$11,000 to \$13,000 resulting in a total fee per EDU of approximately \$6,000 to \$7,000.

In addition, Staff is working with the building industry on process and policy issues that make it difficult to develop small parcels in the in-fill area. Recommendations for changes in the core area will be presented to Council as part of the General Plan update process.

FISCAL IMPACT

The elimination of the parks, fire, and police fees is considered to impose a very minimal impact to the facility needs for those areas. For safety services, the fact that development is in the established areas, there is minimal need for expanded facilities or service capacity. For parks within the core area, certain planned improvements would have to be eliminated or postponed until there are alternative funding sources identified.

The elimination of the portion of the street fees associated with construction of new facilities within areas 2 and 3 means that these facilities will not be funded and construction will depend on grants. As properties adjacent to these missing

improvements occurs, those development projects would be required to provide those improvements as a condition of development.


Within the core area there is land available to develop approximately 2,300 units. This represents approximately 8% to 9% of the total estimated units available to pay fees within the sphere of influence. If all of the potential units within the core area developed, there would be a total of approximately \$20,000,000 in sewer major facilities fees waived. It is difficult to gauge whether the return on this magnitude of investment would be sufficient to justify the cost to the major facilities fund. Therefore, staff is recommending that the new fee structure be reevaluated in five years or when the equivalent of 500 units has been developed (whichever comes first) to determine the impact to the development fee reduction to the sewer major facilities fee program. The development of 500 units would waive approximately \$4,500,000 in sewer major facilities fees and a total of approximately \$7,000,000 considering all fees waived or reduced. The success of the reduced fee program would be evaluated to determine if it should continue.

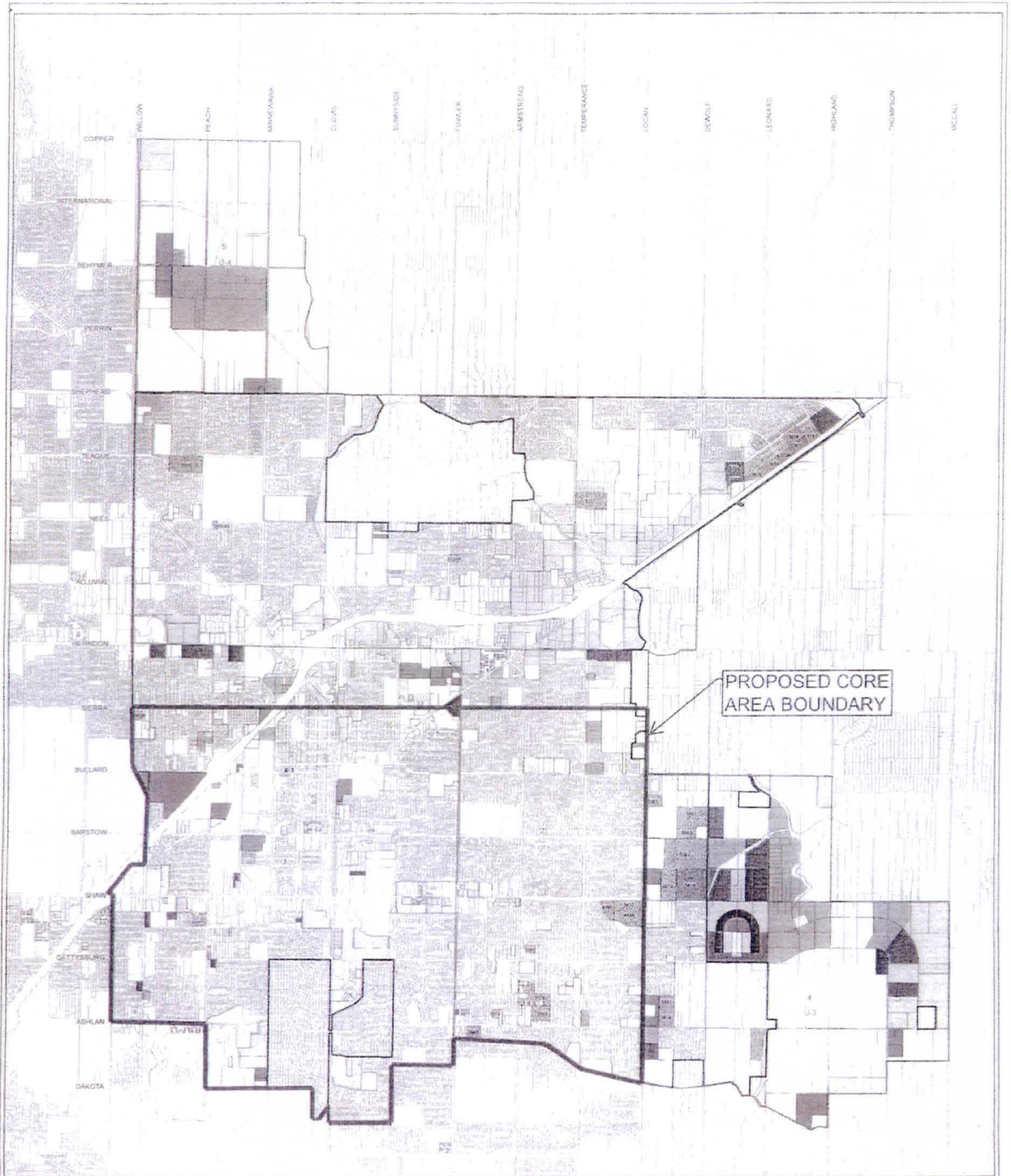
REASON FOR RECOMMENDATION

Due to the cost of development, the older nature of the core area, the difficulties in assembling properties for development, and the constraints associated with development of in-fill areas, the core area is disadvantaged in terms of the ability to market properties for development.

ACTIONS FOLLOWING APPROVAL

Staff will implement Council direction.

Recommended by: Tina Sumner, Community and Economic Development Director 



**CITY OF CLOVIS
DEVELOPABLE AREA**

JANUARY 27, 2012

Residential	Low Density Residential	Medium High Density Residential/Commercial	Rural Residential	City Limits
Commercial	Low Density Residential/Industrial	Medium Low Density Residential	Suburban	City Boundary for Street Fee
High Density Residential	Medium Density Residential	Office	Very High Density Residential	City Boundary for Underground Fee
High Density Residential/Industrial	Medium Density Residential/Industrial	Public	Very Low Density Residential	
Industrial	Medium High Density Residential	Public Facilities	Water Basin	

1" = 1200'

RESOLUTION 13-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING THE REDUCTION OF DEVELOPMENT IMPACT FEES FOR IN-
FILL DEVELOPMENT IN THE CORE AREA SOUTH OF SIERRA AVENUE
AND WEST OF LOCAN AVENUE

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

WHEREAS, there is approximately 730 acres on in-fill property available for development in the core area (map attached as Exhibit "A") of the City of Clovis; and

WHEREAS, the cost of developing smaller in-fill parcels is prohibitive and assembling parcels for development in the core area is difficult; and

WHEREAS, the reduction of development impact fees will make development on in-fill property more economically feasible; and

WHEREAS, the City will benefit from the development of in-fill property by reducing blight and utilizing infrastructure that is already in place; and

WHEREAS, use of available in-fill property provides for the development of approximately 2,300 units while not geographically extending the need for public safety services;

WHEREAS, other service areas or service users will not see increased fees because of the core area reduction; and

WHEREAS, attracting new businesses and encouraging existing businesses to expand will increase job opportunities in the community.

NOW THEREFORE, in order to stimulate development in the core area of the City, the City Council of the City of Clovis hereby resolves, determines, and orders the reduction of fees as set forth in Exhibit "B".

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 16, 2013, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: September 16, 2013

Mayor

City Clerk

EXHIBIT "B"

REDUCTION OF DEVELOPMENT IMPACT FEES IN THE CORE AREA OF THE CITY OF CLOVIS

The City's currently adopted Development Impact Fees ("Fees") shall be reduced for those properties in the core area south of Sierra Avenue and west of Locan Avenue, subject to the following criteria:

1. Projects are eligible upon approval of a tentative tracts map or site plan review after the date of adoption of the fee reduction.
2. The development fees for all projects within the core area shall be set at the following rates:

Sewer Major Facilities Fee \$0

Parks Fee \$0

Fire Department Fee \$0

Police Department Fee \$0

Street Fees

Area 2	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
SFR - Rural (0 - 0.5)	Gr. Ac.	\$274	\$5	\$75	\$33	\$30	\$417
SFR - Very Low Density (0.6 - 2)	Gr. Ac.	\$548	\$10	\$150	\$65	\$61	\$834
SFR - Low Density (2.1 - 4)	Gr. Ac.	\$2,193	\$40	\$599	\$260	\$222	\$3,314
SFR - Medium Density (4.1 - 7)	Gr. Ac.	\$3,015	\$56	\$824	\$358	\$305	\$4,558
MFR - Medium High Density (7.1 - 15)	Gr. Ac.	\$3,618	\$67	\$989	\$430	\$366	\$5,470
MFR - High (15.1 - 25)	Gr. Ac.	\$6,579	\$121	\$1,798	\$781	\$665	\$9,944
MFR - Very High (25.1 - 43)	Gr. Ac.	\$9,868	\$182	\$2,698	\$1,172	\$997	\$14,917
Retail	1000 bldg sf	\$865	\$16	\$237	\$103	\$87	\$1,308
Office, Public Facilities	1000 bldg sf	\$395	\$7	\$108	\$47	\$40	\$596
Industrial, Mini Storage	1000 bldg sf	\$106	\$2	\$29	\$13	\$11	\$161
Schools	1000 bldg sf	\$692	\$13	\$189	\$82	\$70	\$1,046
Churches	1000 bldg sf	\$2,312	\$1,343	\$108	\$47	\$40	\$3,850

Area 3	Basis of Charge	Outside Travel Lane	Center Travel Lane	Traffic Signals	Bridges	Quadrant Intersections	Total
SFR - Rural (0 - 0.5)	Gr. Ac.	\$51	\$0	\$143	\$0	\$30	\$224
SFR - Very Low Density (0.6 - 2)	Gr. Ac.	\$102	\$0	\$286	\$0	\$61	\$449
SFR - Low Density (2.1 - 4)	Gr. Ac.	\$407	\$0	\$1,142	\$0	\$222	\$1,771
SFR - Medium Density (4.1 - 7)	Gr. Ac.	\$559	\$0	\$1,570	\$0	\$305	\$2,434
MFR - Medium High Density (7.1 - 15)	Gr. Ac.	\$671	\$0	\$1,884	\$0	\$366	\$2,921
MFR - High (15.1 - 25)	Gr. Ac.	\$1,221	\$0	\$3,426	\$0	\$665	\$5,312
MFR - Very High (25.1 - 43)	Gr. Ac.	\$1,831	\$0	\$5,139	\$0	\$997	\$7,967
Retail	1000 bldg sf	\$161	\$0	\$451	\$0	\$87	\$698
Office, Public Facilities	1000 bldg sf	\$73	\$0	\$205	\$0	\$40	\$319
Industrial, Mini Storage	1000 bldg sf	\$20	\$0	\$55	\$0	\$11	\$86
Schools	1000 bldg sf	\$128	\$0	\$360	\$0	\$70	\$559
Churches	1000 bldg sf	\$73	\$0	\$205	\$0	\$40	\$319

3. Reduced rates for sewer major facilities, parks, fire, and police fees shall apply to any property located within boundaries identified on the attached map (Exhibit "A").
4. Reduced rates for street fees shall apply to any property located within street fee service area 2 or 3.
5. At five years or 500 units developed (whichever comes first) the fee reduction impact will be reevaluated by staff and a recommendation will be made to Council regarding continuation of the reduction.
6. The proposed use must not exceed estimated sewer demands as follows:

	Sewer
Industrial	0.001 MGD ¹ / Acre ²
Office	0.0012 MGD / Acre
Retail	0.0014 MGD/Acre
Residential	Development at current General Plan density. ³

Table 1

The developer will be required to estimate its demand and demonstrate that the demand is consistent with industry standards.

Any proposed development with estimated demand above these numbers will be considered "High Users". High Users will not be entitled to the reduction of sewer fees but may be entitled to a percentage reduction in the fees depending and based upon the percentage their demand exceeds the limits noted above. The fee suspension for users exceeding these thresholds will be calculated by the following formula:

$$(2 - \text{Actual Demand/Demand Limit from Table 1}) \times 100 = \text{fee reduction percentage}^4$$

For example, if an industrial developer proposed a project that estimated 0.00125 MGD/Acre of sewer and 1.75 AF/Acre of water:

- The sewer fee reduction would be $(2 - 0.00125/0.001) \times 100 = 75\%$ fee reduction

¹ Million Gallons per Day (MGD)

² Acre Foot (AF) = 43,560 cubic feet = 325,000 gallons

³ For projects with densities higher than the current General Plan designation, the fee reduction will be evaluated during the General Plan amendment process and the project may be required to pay higher sewer fees.

⁴ This formula only applies to demands greater than the demand limits established in Table 1 and no more than twice these demand limits. Users with demand twice the demand limits or greater are not eligible for a fee reduction



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: August 7, 2017

SUBJECT: Receive and File - Report on a Strategy to Promote the Sierra Gateway Commerce District as a Destination for Medical Related Business

ATTACHMENT: A) Area Map

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to receive and file a report on a strategy to promote the Sierra Gateway Commerce District as a destination for medical related businesses.

EXECUTIVE SUMMARY

In the 2014 General Plan update the area near the intersection of the then planned Freeway 168 and Temperance Avenue was called out as the Sierra Gateway Commerce Corridor. Subsequently the City of Clovis Economic Development Strategy adopted in 2014 identified the medical industry as a focus area. The area has seen development into a growing medical hub in recent years. Staff began working to brand the area with a medical emphasis and have developed a logo, a tag line, a short and long-term strategy, and materials for presentation to City Council.

BACKGROUND

In the 2014 General Plan Update the area near the intersection of Freeway 168 and Temperance Avenue was called out as the Sierra Gateway Commerce Corridor (See Attachment 1 for a map of the Area). The area saw major infrastructure investments

including the freeway being constructed, Herndon and Temperance Avenues being improved, recycled water mains being installed and the Clovis Research and Technology Business Park being developed. The City's 2014 Economic Development Strategy called for a focus on the medical industry to become a major job growth engine for Clovis. It is also envisioned the branding for this area could expand as the City's northeast growth area is developed which includes a major 500 acre business park.

Investments in the area allowed for the recent expansion and location of major medical users in the area. The Clovis Community Regional Medical Center expansion includes new bed towers, medical office buildings, and a state-of-the-art cancer research and treatment center. Recently Children's Hospital of Central California announced a clinic in a medical office building that is under construction. The Clovis Research and Technology Park was able to attract the 70+/- acre California Health Sciences University permanent campus that is currently expanding beyond its doctorate school for pharmacists into other disciplines including a doctorate school in osteopathic medicine. The Business Park is host to other professional firms offering a wide array of services including medical users. The area still has ample land (250+/- acres) to be developed and leverage the major medical users that have invested in the area. This and the potential addition of the northeast growth area business park (500 acres) in the future will allow for sustained high quality job growth.

With this opportunity to encourage the area to become a major medical hub staff met with the major medical entities in the area as well as doctors and medical professionals to better understand the opportunity and encourage cooperation. Staff then engaged the Jeffery Scott Agency to assist in developing a marketing strategy. The goal was to tell the stories of success and encourage medical related business to consider the area for expansion and/or relocation of their businesses. It was determined a full branding strategy was needed to capitalize on the opportunity. This includes:

- A name, logo and tag line to brand the area.
 - o Many names were reviewed and it was determined to build on the name called out in the General Plan. The name selected is the Sierra Gateway Commerce District.
 - o A logo was produced to blend well with the City of Clovis logo and represent the area in a unique way. This logo will be used in print and digital ads, press releases, social media platforms, and may be used in the area as the opportunity arises. The logo is below:



- A tag line was developed for use when appropriate, many were reviewed and was finalized as Smarter Business Begins in Clovis.
- A focused marketing campaign on local doctors and medical firms in the region to raise awareness of the opportunity.
 - Through conversations with the medical community it became clear a focused effort on the regional medical community would be a cost-effective and critical first step. Research was done on how to best reach this niche group. Typical mass marketing would not be highly effective. An ad campaign in 9 regional print and/or digital medical industry specific publications has been developed. Staff will also be working on getting stories about success in the District into these publications to raise awareness and share them on the City's social media platforms.
- A focused marketing campaign for local brokers to raise awareness of the opportunity.
 - Staff has also worked with the brokerage community and has determined an open-house style of event is an effective way to raise awareness and build critical relationships with the brokers. An open house event in the District is being planned and materials will be provided both in print and digital form to assist the brokers in marketing the district. Invitees will include the medical users in the park, brokers that specialize in these types of uses, property owners and City Staff to answer any questions.
- A long-term marketing campaign to be rolled out to target out-of-area medical related businesses.
 - As the awareness and brand identity is solidified within the region a campaign to market the area will be rolled-out. This will include social media, banner ads and search engine optimization marketing techniques. Staff also plans to attend medical related trade shows to attract medical device manufacturers and other related medical businesses.

While the campaign will focus initially on medical users the story of success being told will promote the area for other types of businesses as well. In addition the awareness of Clovis as a medical hub will be valuable to attracting patients from out of the area, students for the medical school, and prospective employees of the businesses locating in the area. This campaign is expected to last for several years as the development process can have long lead times and will allow the brand to be developed fully.

FISCAL IMPACT


The cost for the campaign are included in the 2017-18 budget.

REASON FOR RECOMMENDATION

Receiving and filing the report allows for City Council and the general public to have increased awareness of the branding campaign for the Sierra Gateway Commerce District.

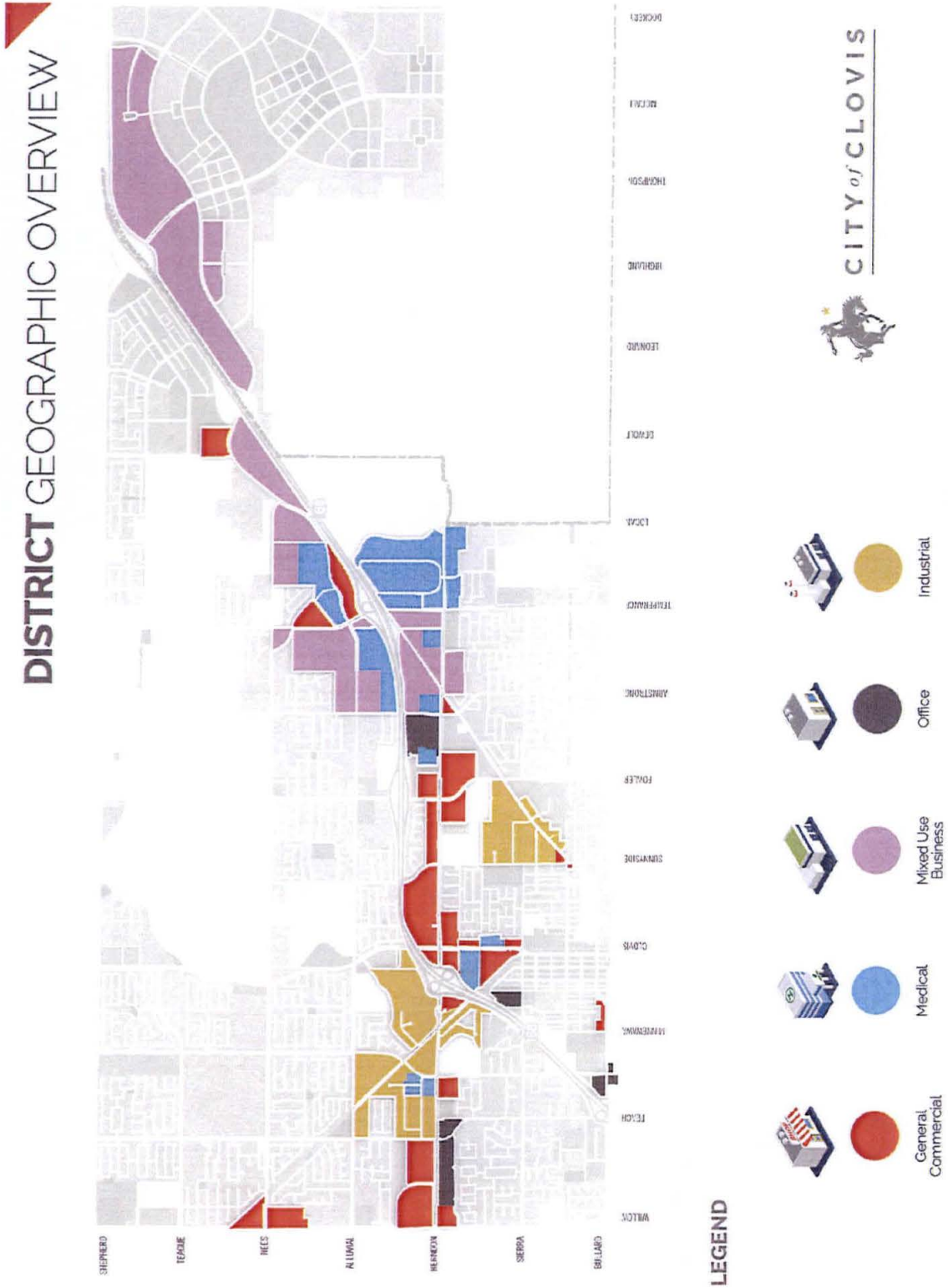
ACTIONS FOLLOWING APPROVAL

Staff will implement the marketing strategy.

Prepared by: Andrew Haussler, Director of Community and Economic Development 

Submitted by: Andrew Haussler, Director of Community and Economic Development

ATTACHMENT "A"
Sierra Gateway Commerce Center Map





AGENDA ITEM NO: 1-C

City Manager: *JA*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 7, 2017

SUBJECT: Consider Introduction – Ordinance 17-__ an Ordinance of the City Council of the City of Clovis amending Chapter 8 of the Clovis Municipal Code Pertaining to expedited, streamlined permitting process for electrical vehicle charging stations.

ATTACHMENT: (A) Ordinance 17-__

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to adopt Ordinance 17-__ amending Chapter 8 of the Clovis Municipal Code to allow for expedited, streamlined permitting process for electrical vehicle charging stations.

EXECUTIVE SUMMARY

In 2015, the State of California adopted Assembly Bill 1236 (2015, Chiu, Codified as Government Code Section 65850.7), which requires local jurisdictions with a population less than 200,000 residents to adopt an ordinance to create an expedited, streamlined permitting process for electric vehicle charging stations on or before September 30, 2017.

BACKGROUND

Assembly Bill 1236, which amended Government Code Section 65850.7 to require jurisdictions with a population less than 200,000 residents to establish procedures for expedited, streamlined processes for permitting of electric vehicle charging stations. The

amendments to Section 65850.7 include the requirement for a jurisdiction to adopt an ordinance for the expedited, streamlined process on or before September 30, 2017. The ordinance shall include the requirement that a jurisdiction create a checklist of requirements with which a permit application for an electric vehicle charging station will be eligible for expedited review.

FISCAL IMPACT

There is no immediate financial impact or budget action necessary as a result of the recommended action.

REASON FOR RECOMMENDATION


Assembly Bill 1236 requires jurisdictions with a population less than 200,000 residents to establish procedures for expedited, streamlined processes for permitting of electric vehicle charging stations on or before September 30, 2017.

ACTIONS FOLLOWING APPROVAL

The Ordinance will be presented for second reading and adoption at the next City Council meeting and go into effect 30 days thereafter. To meet the September 30, 2017 deadline, the City will begin implementing the Ordinance immediately.

Prepared by: Douglas Stawarski, Building Official

Submitted by:



Dwight Kroll,
Director of Planning
and Development

ORDINANCE 17-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADDING CHAPTER 8.18 OF TITLE 8 OF THE CLOVIS MUNICIPAL CODE RELATING TO ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the State of California recently adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and

WHEREAS, the City Council has consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

WHEREAS, creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the City's reliance on environmentally damaging fossil fuels.

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

SECTION 1. Chapter 8.18 of Title 8 of the Clovis Municipal Code is hereby added to read as follows:

Chapter 8.18

ELECTRIC VEHICLE CHARGING STATIONS

Sections:

- | | |
|----------------|---|
| 8.18.01 | Purpose. |
| 8.18.02 | Definitions. |
| 8.18.03 | Expedited Permitting Process. |
| 8.18.04 | Permit Application Processing. |
| 8.18.05 | Technical Review. |
| 8.18.06 | Electric Vehicle Charging Station Installation Requirements. |

Section 8.18.01 Purpose.

The purpose of this Chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This Chapter is also purposed to comply with California Government Code Section 65850.7.

Section 8.18.02 Definitions.

For the purposes of this Chapter, the following definitions shall apply:

(a) “Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(b) “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

- (c) “Electronic submittal” means the utilization of one or more of the following:
- a. Electronic mail or email.
 - b. The internet.
 - c. Facsimile.

Section 8.18.03 Expedited Permitting Process.

Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” as published by the Governor’s Office of Planning and Research. The City’s checklist shall be published on the City’s website.

Section 8.18.04 Permit Application Processing.

(a) Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.

(b) A permit application that satisfies the information requirements in the City’s adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City’s checklist, and is consistent with all

applicable laws and health and safety standards, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until a final inspection is approved by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(c) Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

Section 8.18.05 Technical Review.

(a) It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations

(b) In the technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

Section 8.18.06 Electric Vehicle Charging Station Installation Requirements.

(a) Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.

(b) Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

(c) Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

(d) Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential

Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

SECTION 2. EFFECTIVE DATE.

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

APPROVED: August 7, 2017

Mayor

City Clerk

* * * * *

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on August 7, 2017, and was adopted at a regular meeting of said Council held on September 5, 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: September 5, 2017

City Clerk



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

City Manager: *LS*

CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: August 7, 2017

SUBJECT: Receive and File – Update and Review of the Police Department.

ATTACHMENT: Chief's Message

Please find attached a report from Police Chief Matt Basgall for the subject item.



Chief's Message

This document is designed to help guide the City of Clovis and the Clovis Police Department toward continued safety and success.

With the growth of Clovis beginning to accelerate, it is critical that police services keep up with that rate of growth. The Police Department must grow with the city to maintain its status as, *"The Safest City in the Valley"*. It is vital to the safety of our Clovis community that our department maintains the highest level of service with rapid response times. The citizens of Clovis have come to expect excellent service and we are committed to meeting that expectation. To deviate from this standard of excellence would be extremely detrimental to the City of Clovis.

The citizens of Clovis expect their Police Department to be a full-service Department. Simply put, this means that when citizens call, we respond. No matter how minor a call for service may be, it is imperative that we meet the needs and answer the calls of all of our citizens to ensure that the smallest of things do not turn into the biggest of things.

There are many challenges facing today's law enforcement and Clovis is not exempt to such challenges. This document will provide a road map to how the Clovis Police Department can continue to be successful, as we serve the citizens of our community. Our goal will always be to protect our citizens by being proactive and creative so that we remain, *"The Safest City in the Valley"*.

"To those we serve we want to be the best."

GROWTH

The growth of the City of Clovis is a vital component in maintaining safety for the citizens of Clovis. Since the recession of 2007 until today, the Police Department has been steadily rebuilding. However, the number of officers needed to be proactive, while still maintaining our high level of safety, has been greatly impacted during this time. While growth for a city is good, it is imperative for police services to keep up with that rate of growth.

The City of Clovis population continues to grow. *The current estimated population for 2017 is 110,000 compared to approximately 90,000 in 2007.* In 2007, the recommended number of Police Officers was 117 to meet an average of 1.3 officers per 1000 residents. In fact, the authorized number of positions for 2007 was 116 officers. However, as you know, 2007 was also the beginning of the recession and as such, the Police Department was cut significantly from those proposed numbers.

In 2010, the staffing level for the Clovis Police Department dropped to a low of 91 funded officer positions which equated to an average of less than one officer per 1000 residents. Since that time, the Police Department has slowly been working toward rebuilding from those low numbers, while also trying to keep up with the growth of the city. The Master Service Plan presented by Chief Zulim in 2006 outlined the need for the department to maintain a ratio of 1.3 officers per 1000 residents. Such a ratio would suggest the department would have 143 police officers based on our current population. *However, the 2017/2018 budget authorizes the staffing of 106 police officers, which is a .98 officer per 1000 ratio.* The reality is, as a department, we have not restored ourselves to keep up with the growth and the demands of the city. This shortfall of officers significantly impacts our ability to be proactive, and is clearly having a noticeable impact on our ability to respond to calls for service in a timely manner.

Furthermore, as a result of the growth of the city, the department has outgrown our 7 Beat Systems currently being utilized. There is a well-documented need to grow to an 8 Beat System, with a 9th beat to be implemented as the north end of Clovis develops. Included in this document are maps showing the existing response times to priority 1, 2, and 3 calls as well as the current beat system and proposed beats. The numbers speak for themselves.

STAFFING

The number of sworn officers needed is 121. The current budget allocation is for 106. We have 100.

The current budget allocation is for **106**. However, that number will decrease further. Due to additional budget constraints, *the police department will be reduced to 100 police officers for this fiscal year unless something changes financially.* This number will be reached through the attrition of retirements anticipated over the next six (6) months. As of the time of this report, there are 100 officers with as many as four (4) retirements pending prior to December 31, 2017. A further breakdown of divisions and needs within the department will follow.

PATROL DIVISION

Patrol is the “backbone” of police operations and is truly the front line of all citizen contacts and crime fighting within the city. The Patrol Division includes: 1 Captain, 3 Lieutenants, 6 Sergeants, 10 Corporals, and 55 Officers. Three of these officers are out on injury and three of these officers are currently in the FTO program. A total of 75 officers are dedicated to patrol. Of these 75 officers, 1 corporal and 3 officers are dedicated to traffic enforcement. In addition to the officers there are also 9 Community Service Officers assigned to patrol.

Sworn officers need to be added to patrol in order for an 8th beat to be implemented. Due to call volume, supervision, and shift staffing, 9 officers would be needed. Also needed within patrol is the expansion of the Traffic Unit. For a city the size of Clovis, this unit needs to be doubled in size to effectively enforce traffic laws and successfully investigate the number of accidents that occur. This would require adding 1 sergeant and 3 more officers for an expansion of 4.

Patrol is the main priority for all new positions to be filled first. Again, this is in order to meet the needs associated with the city's growth. Due to growth, it is becoming logistically impossible for our officers to respond to all Priority 1 calls within five minutes.

INVESTIGATIONS DIVISION

Investigations is broken up into two units, General Investigations and the Specialized Enforcement Team (SET). One Captain and one Lieutenant oversee all personnel

assigned to this division. General Investigations consists of 1 Sergeant, 1 Corporal, and 8 Detectives, 2 of which are out injured. SET consist of 1 Sergeant, 1 Corporal and 3 Detectives. Under this umbrella is also 1 MAGEC Officer, 1 Adult Compliance Team Officer, and 1 Joint Terrorism Task Force Officer. A total of 20 sworn officers are assigned to Investigations. In addition, there is 1 Forensic Analyst, and 1 CSO assigned to this Division. General Investigations reviews all felony cases. This unit is currently short 2 detectives. SET is the combination of both the Gang Unit and Narcotic Unit. Because of on-going staffing issues, this unit had to be combined. They are best described as the catch-all unit that handles a little of everything. While they continue to focus on narcotics and gangs, they are also pulled in to look for wanted felons on any given day. *This reduction in officers has significantly impacted our ability to focus on narcotic dealers and offenders.*

This unit is short 1 Sergeant, 1 Corporal and 3 Detectives. This is equivalent to one whole team, which had been eliminated due to staffing numbers.

DISPATCH

The Clovis Police Department Communications Center is currently staffed by 20 full-time dispatchers. Serving a city of approximately 110,000, and answering up to 700 phone calls per day, the communications center stays very busy. *In 2016 the dispatch center answered 197,562 phone calls.* Currently, dispatchers work a 4/10 or 3/12 schedule. At a minimum, there are always 3 dispatchers on duty 24 hours a day, 365 days a year.

Dispatchers ensure officer safety, and they strive to support the department mission by providing excellent customer service. To continue to provide this excellent service, meet state training requirements, and meet state answering requirements, staffing needs to be increased. Currently, the dispatch center is short 6 dispatchers to be fully staffed based on growth. This would allow our communications center to add one dispatcher to each day shift, swing shift, and graveyard shift throughout the week. The staffing increase would minimize overtime. With this addition an increase in lead dispatchers would also be necessary. Optimally there would be one supervisor assigned to each shift.

ANIMAL SERVICES

The Animal Services Division has three distinct areas of service: The Animal Response Team (ART); the Animal Receiving and Care Center; and the Miss Winkles Pet Adoption Center. Currently, there are two full-time Animal Control Officers assigned to the Animal Response Team. *Animal Control calls for service in 2016 totaled 4,016, while calls for service in 2017 are on pace to reach 5,500.* Approximately 2,750 of these calls are handled by ART while the remaining calls are sent to patrol CSO's and Officers to handle.

The Animal Receiving and Care Center (ARCC) is responsible for taking in and caring for stray, owner-released, injured, sick, abandoned, and deceased animals. The ARCC receives 3,400 animals a year with 99 percent of those animals being dogs and socialized cats or kittens. Staffing for the ARCC includes three full-time Animal Control Officers, plus eleven volunteers whose primary focus is to care for quarantined animals.

The Miss Winkles Pet Adoption Center (MWPAC) is a state-of-the-art animal adoption center. The Adoption Center is responsible for receiving all adoptable dogs, puppies, cats and kittens from the ARCC. The Adoption Center cares for 50 to 170 animals at a time and adopts out 1000 animals per year. Open hours to the public are 10 a.m. – 6:00 p.m., Tuesday – Sunday (with the exception of holidays). The Adoption Center has one full-time Animal Control Officer and is funded for four part-time positions at thirty hours per week. The adoption center also has 50 volunteers who play a vital role in maintaining the operations and provide approximately 500 hours per month of service. Without the work of all of the volunteers, the MWPAC could not provide the current level of service. _The MWPAC administration consists of one Management Analyst and one full-time Office Assistant.

YOUTH SERVICES

The Youth Services Division is responsible for providing early intervention services, through a Diversion Program, for juveniles who are frequently exhibiting defiant/argumentative behavior at home and/or at school and for those juveniles who commit misdemeanor offenses within our city. The Diversion Program currently serves 300 juveniles per year. Once the juvenile is referred to the Diversion Program they, along with their parents, participate in a meeting with the Juvenile Hearing Officer. The Juvenile Hearing Officer typically requires the juvenile (with parent consent) to complete between one and five days with the Juvenile Work Program. If needed, the Hearing Officer will also require the juvenile to participate in an 8-hour Drug Education Prevention class. If more intensive intervention is required, the Juvenile Hearing

Officer will refer juveniles to family therapy or to a drug and alcohol treatment program. Essentially, the Diversion Program is viewed within the community as the "go to" service to encourage juveniles to improve their attitude and behavior. The Diversion program has an 85% success rate of juveniles not returning to this program.

The Youth Services Division is also responsible for Graffiti Abatement throughout the City. The goal of this program is to remove all graffiti within 24 to 72 hours. This is a vital service to ensure our community does not take on an undesirable feel and look which does exist in surrounding areas outside of Clovis.

The Explorer Program is also a service provided by Youth Services. The Explorer Program is a volunteer program for youth ages 15 to 21 who want to learn more about the law enforcement profession. Juveniles in this program are provided police tactical training and communication and utilize this training to assist the Police Department to block streets during parades, to park cars and to help people to cross busy streets at events, many of which bring in thousands of people to the city.

PLANNING AND NEIGHBORHOOD SERVICES

Planning and Neighborhood Services (PNS) has a wide area of responsibility for the Police Department. One lieutenant assists one sergeant, one corporal and one CSO in this unit. They coordinate all planned events such as Rodeo Weekend and Big Hat Days. These two events will have over 250,000 visitors attend through the various days. They work with other city departments in reviewing developments, code changes, conditional use permits, massage licensing, gaming licenses, and various alcohol related conditions, grants and permits.

PNS plays a vital role in community events such as movies in the park, Neighborhood Park meet and greets, Cops and Kids Camp and Clovis Night Out which by itself draws approximately 15,000 people.

A significant amount of time is spent on neighborhood issues and municipal code enforcement. This unit works with the beat corporals and CSO's to address issues within the city. *Last year more than 5,000 municipal complaints were addressed.* We also recognize there is an on-going need to monitor and work on blight issues within the city. To help address these issues a CSO will be added to this unit to address and coordinate municipal calls on a full-time basis. It is important to note that a majority of all complaints received are voluntarily resolved with only one contact from the police department.

One person in PNS also works as the liaison for both mental health and homeless needs. Due to current staffing a person from this unit had to be moved back to patrol. This will significantly impact this next year with duties of the neighborhood Corporal being shared

by the two remaining persons. To help with issues as they pertain to mental health we are currently working with County Mental Health to place and accommodate a crisis worker at the Clovis Police Department on a full-time basis. For those who are homeless within our community our first goal is to find resources of help for that person. Most of our homeless population suffer from mental illness and/or addiction issues which is why the same person works as the liaison for both.

IMPACTS

AB 109, PROP 47, PROP 57 and their impacts on Clovis

Prompted by a federal court order to reduce the overcrowding in California's prison system, the California Legislature responded by passing a public safety realignment bill, AB109, which shifted the responsibilities for certain 'lower level' prisoners from the state prisons to the local county jails. The realignment/reform was presented to the public as the locals could do a better job, and the vision was that incarceration rates and correction costs would decline.

Realignment was successful in reducing state prison populations but this reduction was not at a rate that allowed the state to meet the court mandated population target. In November 2014, Prop 47 was passed as another solution to reducing the state prison population. Prop 47 amended some current drug and property crime related statutes from felonies to misdemeanor offenses. By amending the statutes, individuals were no longer exposed to state prison sentences for the amended offenses. This reclassification also limited the arrest powers of officers to misdemeanors committed in their presence for these violations. The reduction from felonies to misdemeanors narrowed the scope of crimes where a search warrant may be obtained.

In the months and years that have followed the passage of Prop 47, California's county jails systems saw an estimated 50 percent decline in the number of people being held or serving sentences for Prop 47 offenses. There was also a noted reduction in the inflow of individuals into the jail system. The state prisoner population was reduced and the court mandated target for capacity was met. *Where did these prisoners go? Into our communities.*

In November 2016, Prop 57 was approved by voters and went into effect in June 2017. Proposition 57 moves up parole consideration of those non-violent felons who have served the full term of the sentence for their primary offense and who demonstrate that

they should no longer be considered a current threat to public safety. Prop 57 gives inmates the opportunity to earn credits, which in turn can make them eligible for time off their sentences. This can advance an inmate's parole date, which gives them the opportunity to be released back into the community while on parole. It is too early to determine the impact Prop 57 will have at the local level, but we strongly believe it will negatively impact our community.

In Clovis, we have seen an increase in the number of probationers and parolees our officers contact, who previously would be in state prison prior to AB 109 and Prop 47. In many instances there is an excess of 10-20 contacts/arrests with these individuals before they are convicted of a criminal case that may or may not send them to jail. Focusing on rehabilitation versus incarceration for convicted offenses is the current trend within California's Corrections System and the long term goals and effects of this focus is yet to be determined.

Clovis crime trends in 2015-2016 (which were consistent with other California cities) showed an increase in several areas that are associated with the local impact of the Statewide Initiatives (AB 109, Prop 47, Prop 57). There was an increase in the following crime types in 2016 from 2015: Rape 44%, Aggravated Assault 6%, Intimidation 6%, Theft from Motor Vehicle 9%, Counterfeit or Forgery 21%, Credit Card Fraud 40%, Receipt of Stolen Property 30%, Drug/Narcotic Violations 41%, Drug Equipment Violations 37%, Weapons Violations 18% and Trespass of Property 9%.

Overall trends for the comparison of 2015 to 2016 show that crimes that are related to drug activity, such as property crimes, identity theft crimes and drug violations are up anywhere from 9% to 41%. Weapons violations are also up, showing the trend of more criminals carrying weapons on their person. The violent crimes of rape, aggravated assault and intimidation increased from 2015 to 2016 and the first four months show that increase continuing into 2017. Overall calls for police services in the City of Clovis from 2015-2016 showed a 5% increase.

VOLUNTEERS-A POSITIVE IMPACT

A positive impact for the Police Department has been the number of volunteers and the work hours donated to the City of Clovis. Citizens on Patrol 3,042 hours, records 492 hours, Miss Winkles 7,432 hours, Chaplains 35 hours (emergency call outs), Youth Services 845, College Interns 2,400 hours. *These volunteers helped save the Police Department over \$300,000 dollars in 2016.*

BUDGET

Costs continue to grow substantially which effects the ability for the Police Department to grow. While the overall budget was increased 1.9 million dollars, that cost was absorbed in retirement costs, general service charges, salaries and benefits, and adjusting overtime to reflect the amounts actually spent each year. To meet the needs of this year's budget, an additional 1.2 million was requested in cuts. What this equates to is leaving positions vacant until that cut number is met. *Based on our calculations this will require freezing all vacancies. We are currently planning to leave 6 police officer positions vacant as part of those freezes to reach the budget numbers.* We will continue to monitor the budget and will fill these officer's positions as we can. We will also continue to cut line items where we can, but many of those line items are at minimum costs now and any other cuts would be to other areas within the divisions and would have significant impacts on services. We continue to apply for federal grant funds for officers. However we have not been successful in obtaining federal grant funds for officers in the past 8 years. Clovis is considered a financially stable city with a low crime rate. As such, funding goes to other cities, with higher documented crime issues and financial issues.

The Police Department staffing for sworn officers needs to be at 121 officers to effectively police the growing needs of the city. As stated we will be at 100 officers during this fiscal year to meet the needs of this year's budget. To hire 21 additional officers would require an increase of approximately 4 million dollars to the current budget. This is based on the cost of a step 3 officer and equipment associated with those positions. Not factored into this cost is the increase in general service charges and fleet needs. Many other needs also exist within all of the divisions ranging from jail officers, CSO's and PSO's which do not factor into these estimated cost increases.

RECOMMENDATIONS

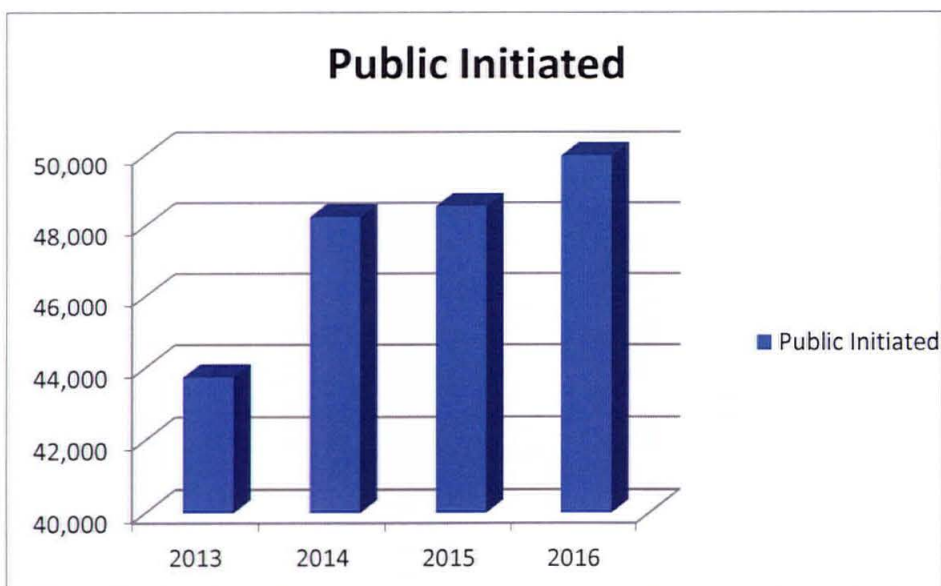
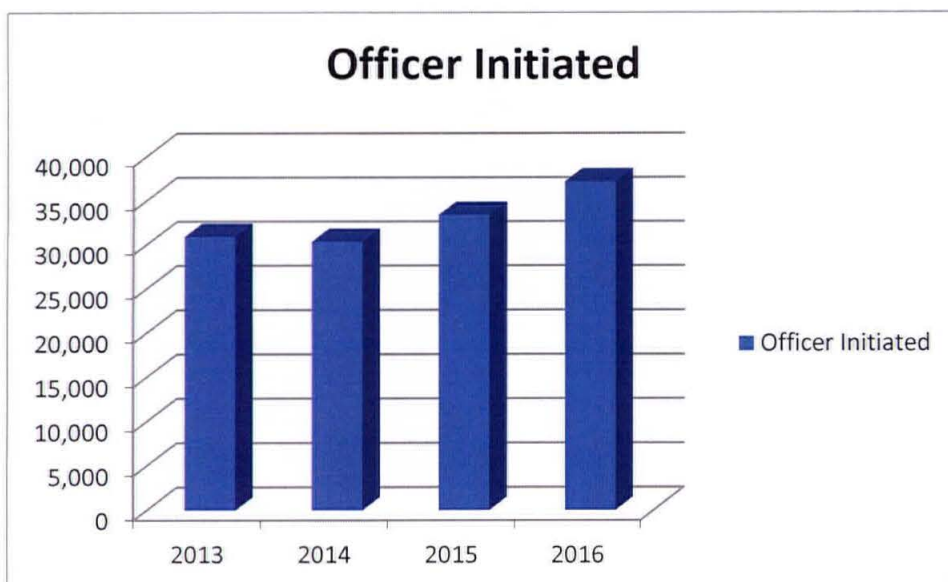
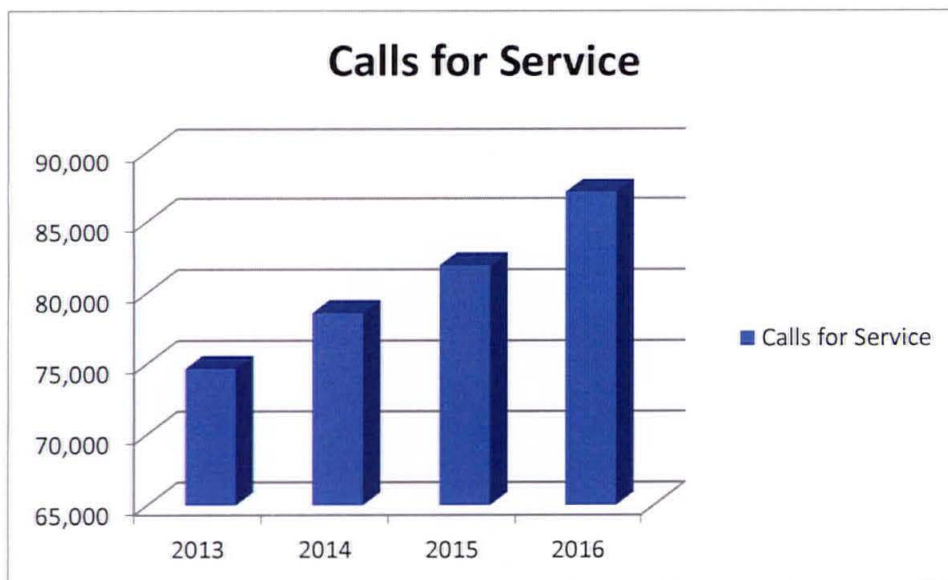
It is imperative to search for solutions to keep up with growth within the city. We have prided ourselves on being creative to solve problems. Through the use of Professional Staff, CSO's, and Cadet Jail Officers we had been able to overcome staffing and budget issues in order to maintain a high level of service. However, all city services become

impacted when growth continues to occur and the personnel to keep pace with that growth does not occur.

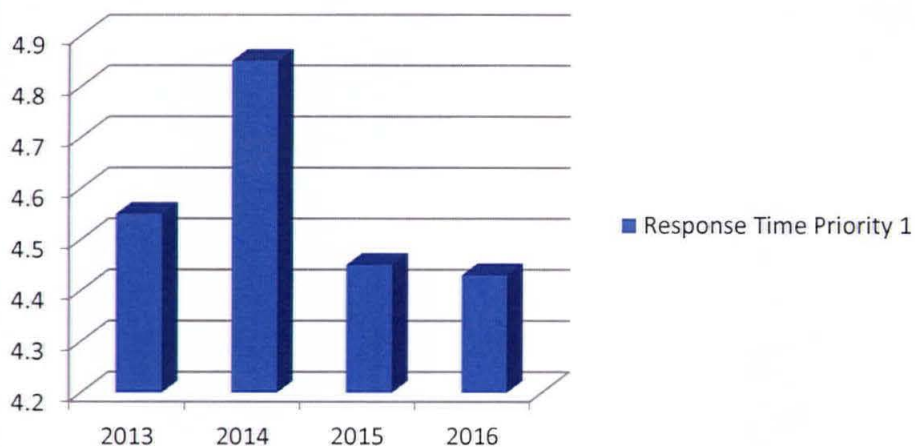
The Police Department needs to be at 121 sworn officers. Our ability to be proactive, respond timely, and investigate significant cases has been severely impacted. *While I have outlined many areas of need, the first priority is to increase officers on patrol.* To adequately staff patrol with an 8th beat we need to increase the patrol division by 9. Since the recession began the Police Department has been in a rebuilding mode from 2007. The goal had been to add a minimum of 3 police officers each year. If we were to follow this model there would not be 121 officers for another 7 years based on the number of 100 sworn as it is today.

We know as a department that finances within the General Fund dictates funding for the police department. Because of this we feel it is imperative to explore other financing solutions to assist with the general fund. While no one likes to see taxes increased we do believe the exploration of hotel taxes, public safety tax, new development fees, new business centers, and parcel fees should be researched. We as a department will help in any way to support and find solutions that will allow the Clovis Police Department to meet the needs of our growing community.

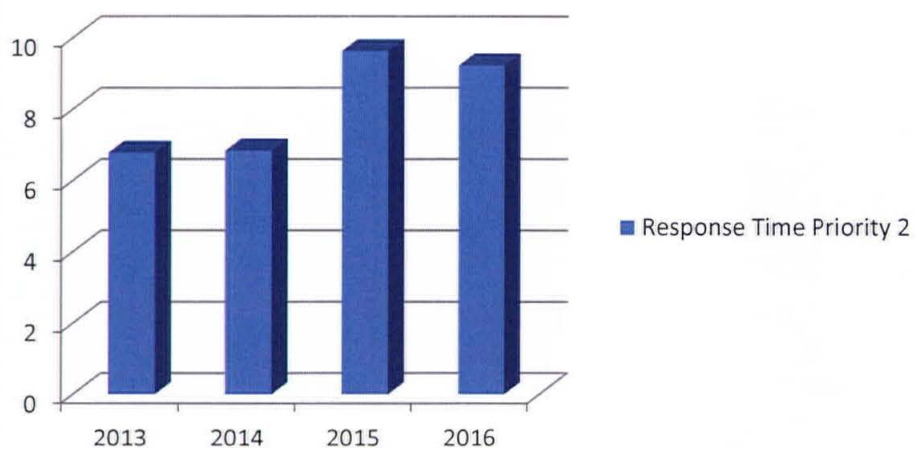
The attached charts show a clear picture of the challenges facing us as a Police Department. You can see from 2016 to current information for 2017 response times are increasing, call volume is increasing, any legislation actions are negatively impacting law enforcement.



Response Time Priority 1

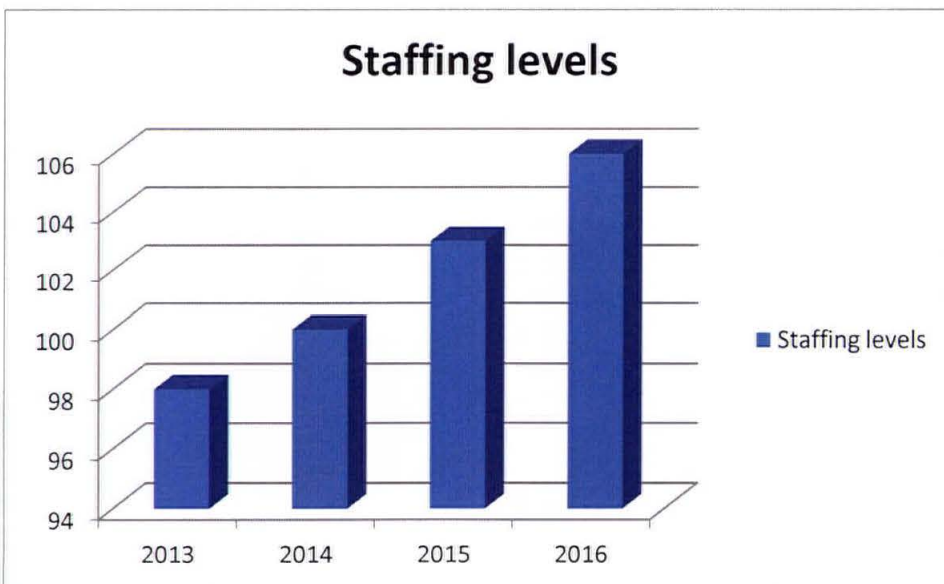
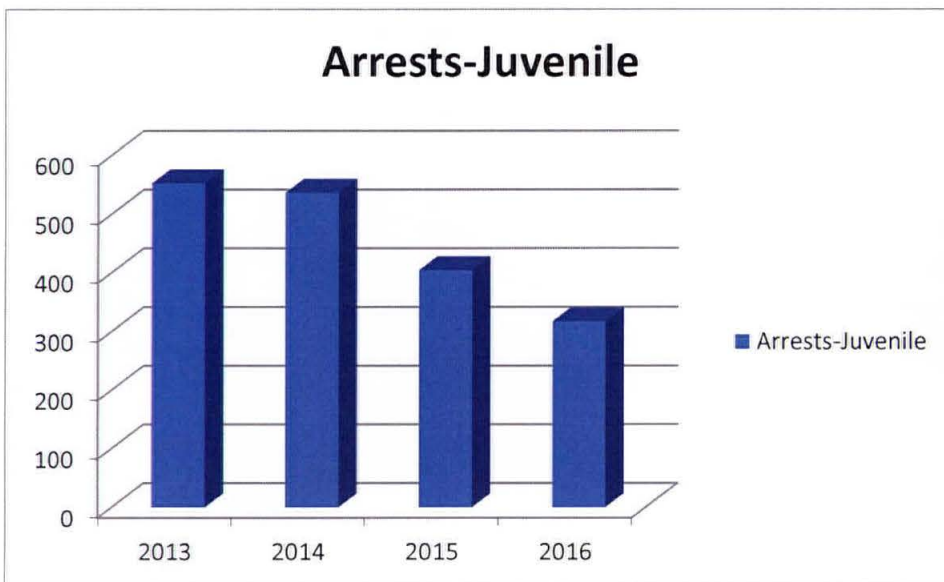
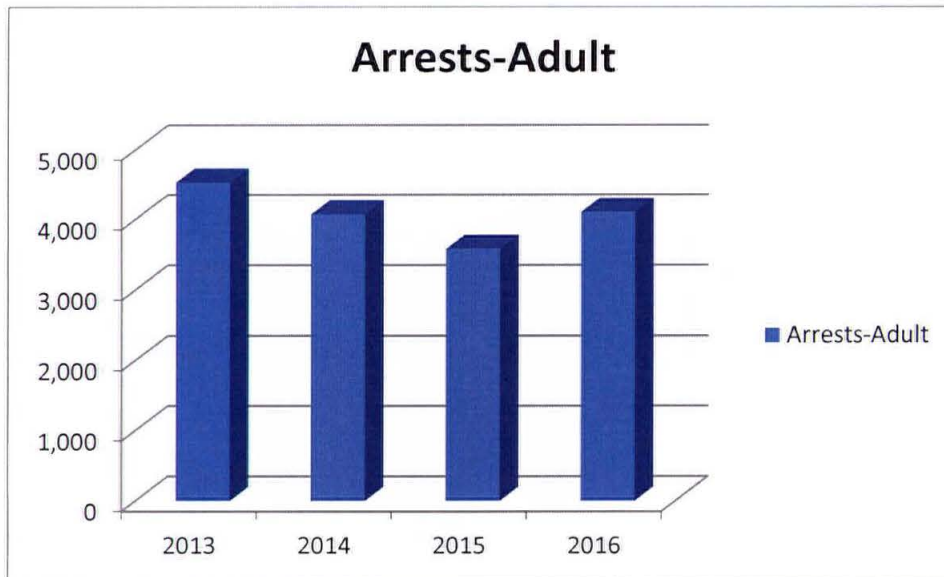


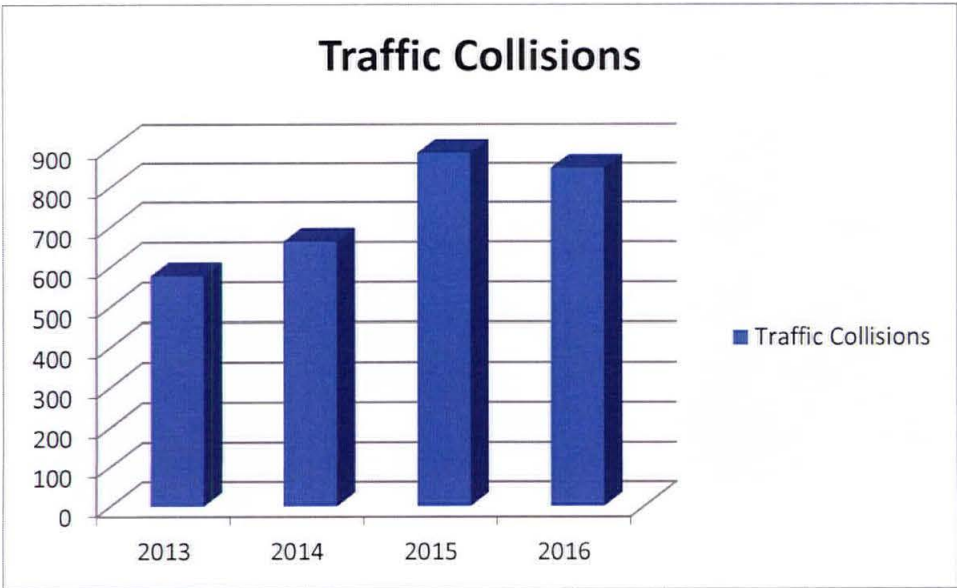
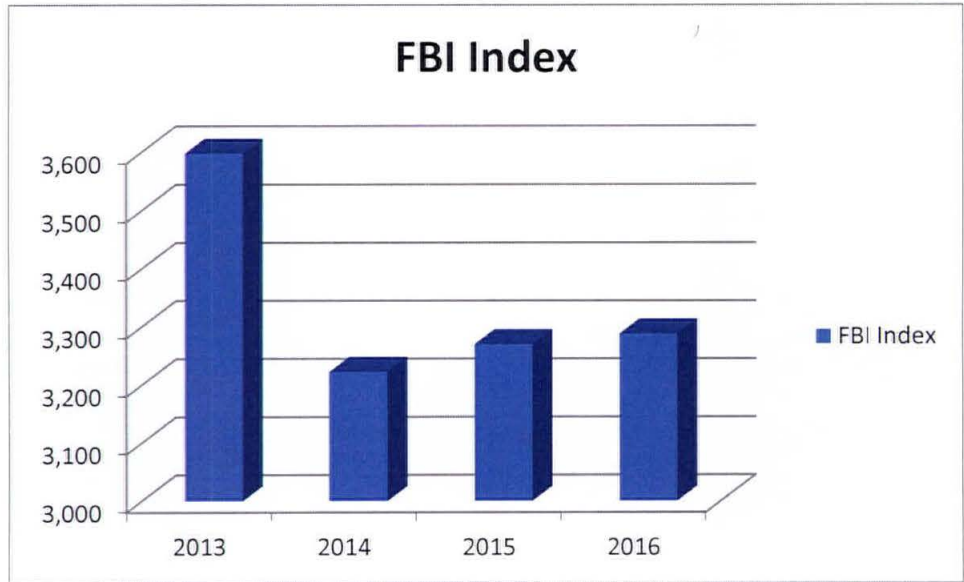
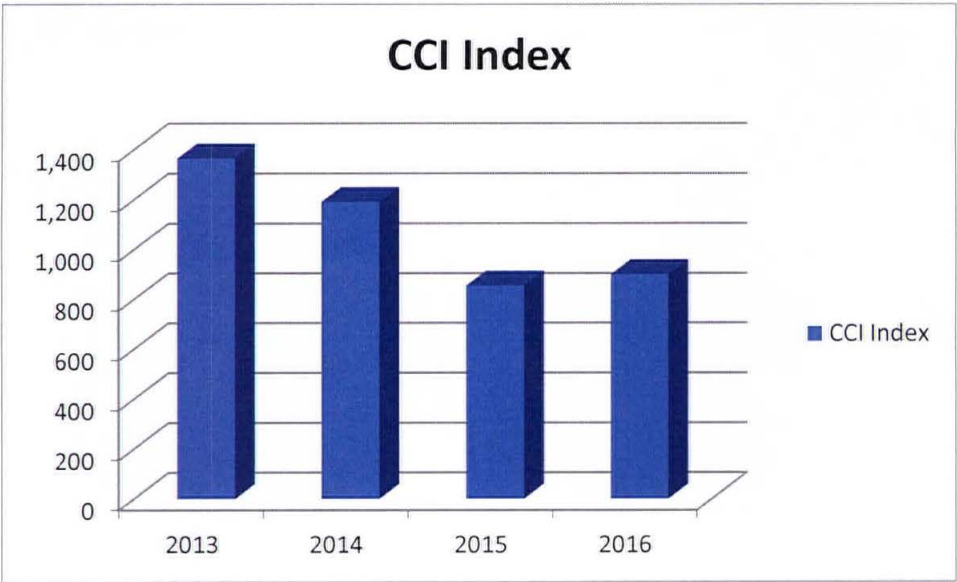
Response Time Priority 2



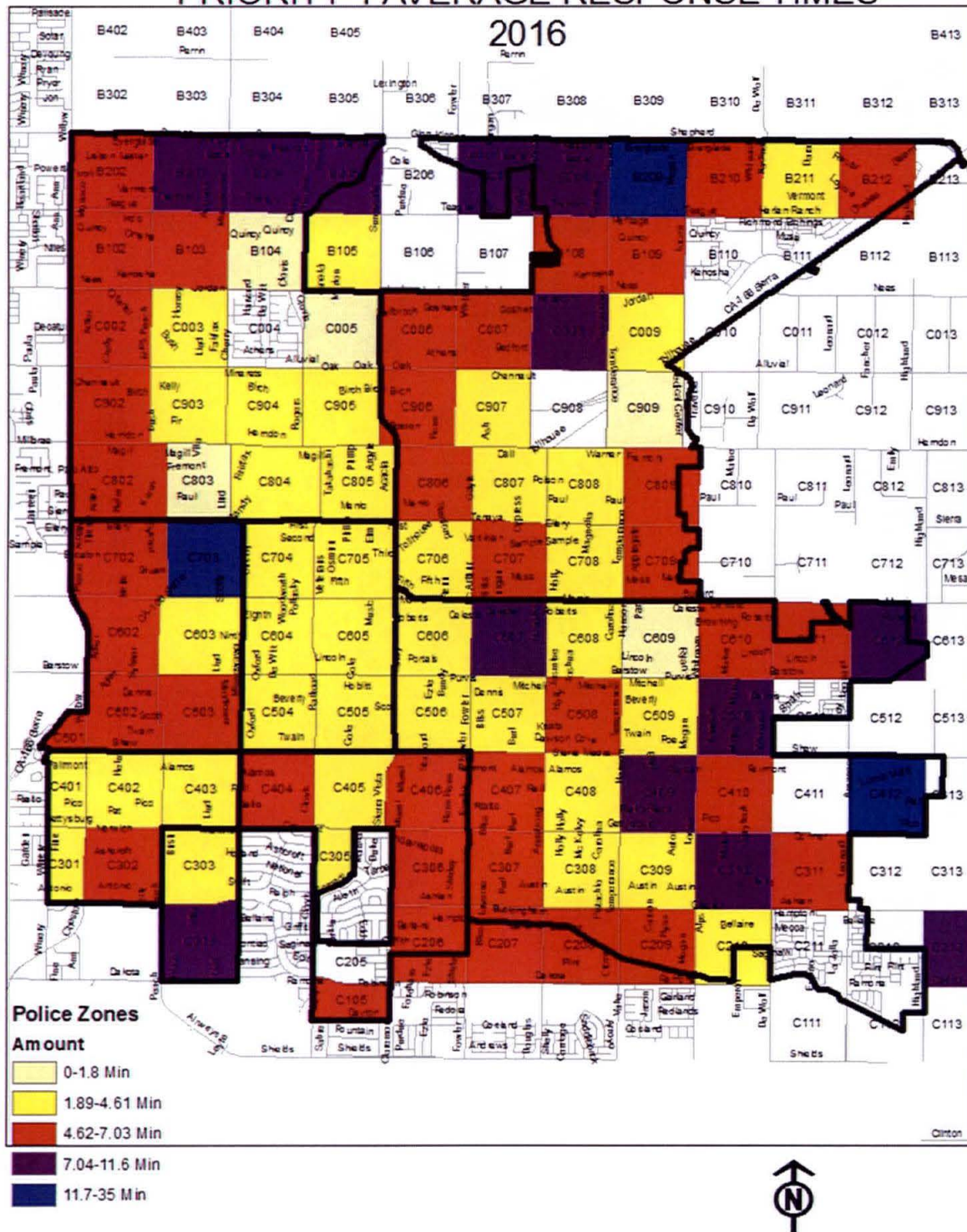
Response Time Priority 3



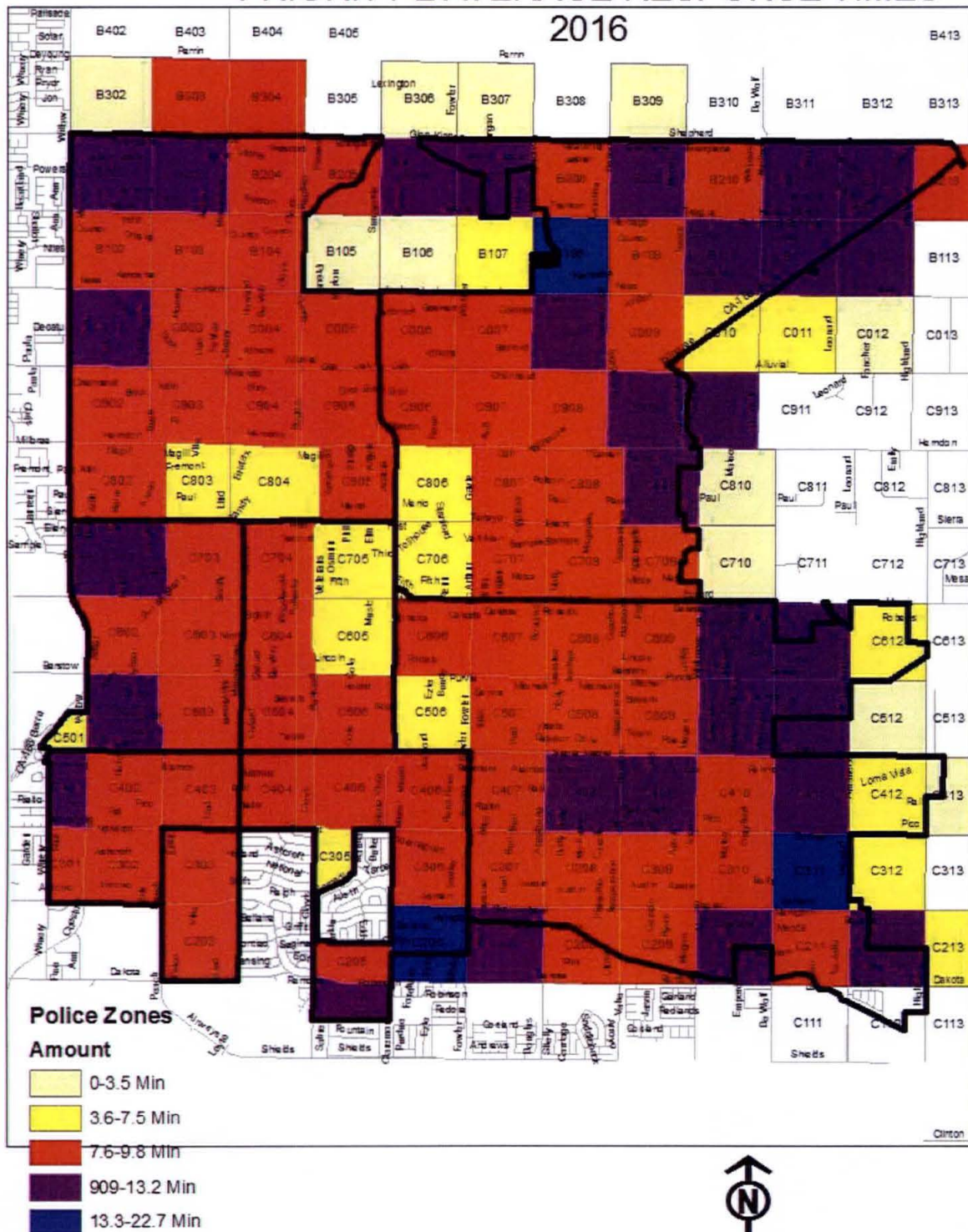




CITY OF CLOVIS PRIORITY 1 AVERAGE RESPONSE TIMES

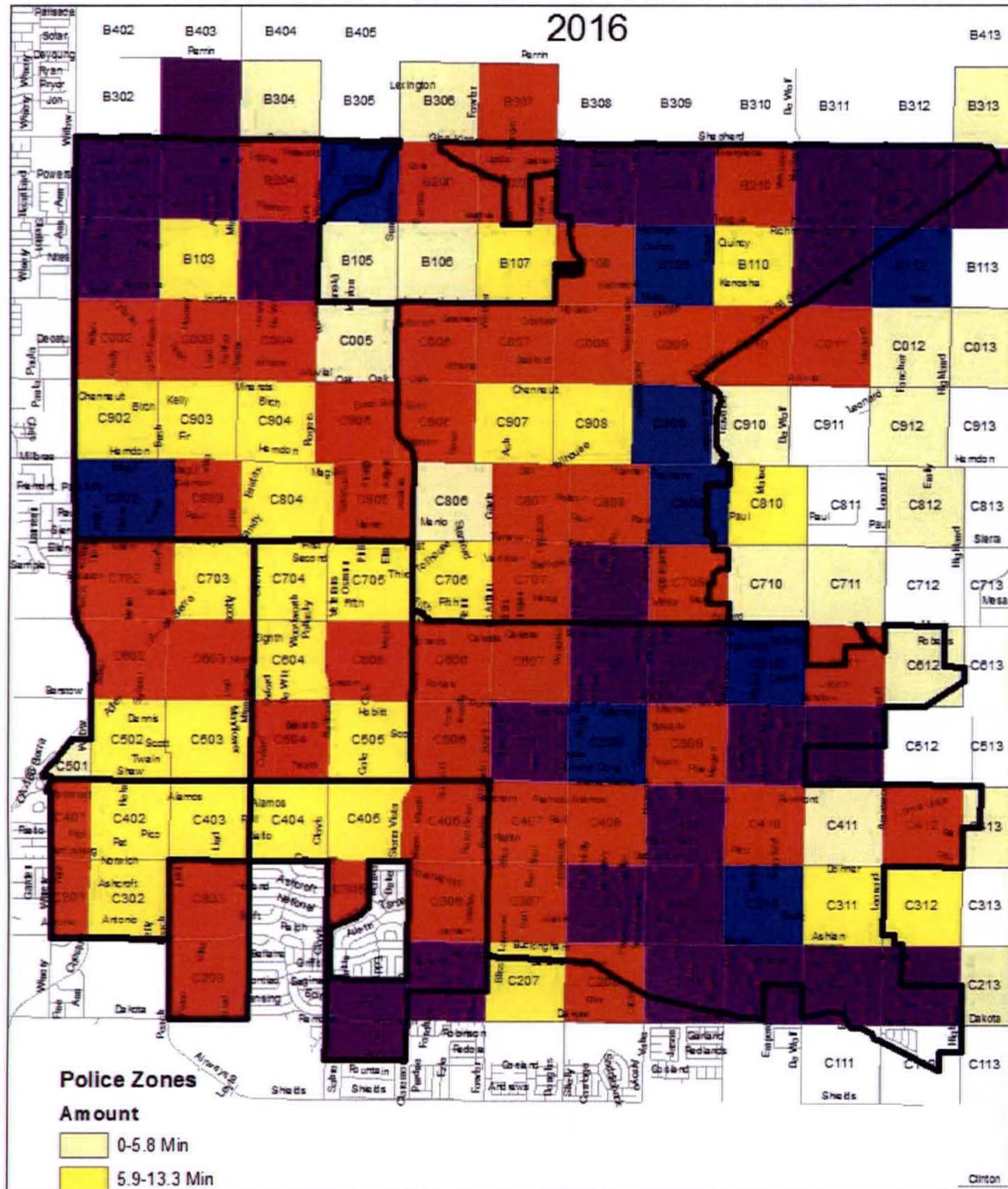


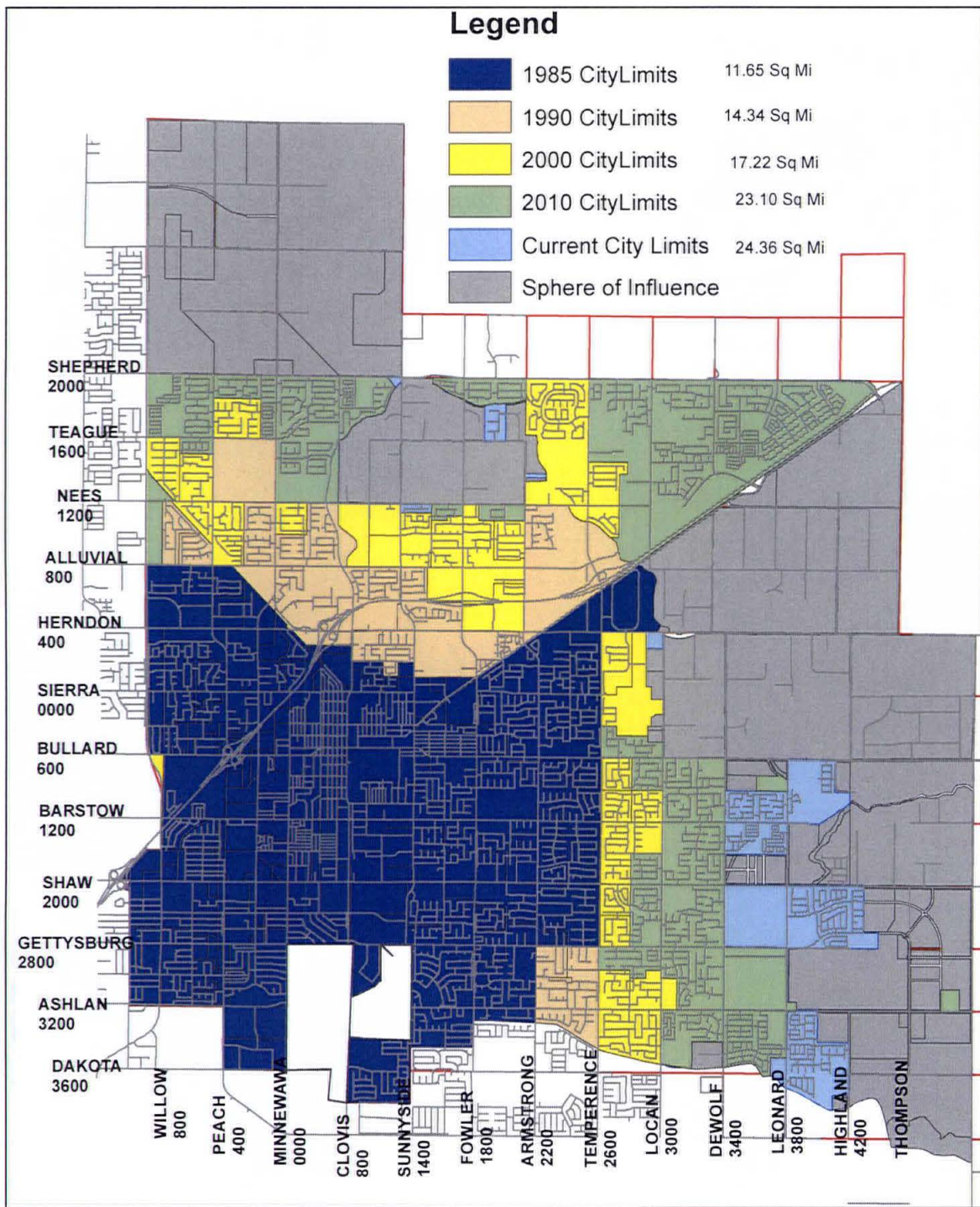
CITY OF CLOVIS PRIORITY 2 AVERAGE RESPONSE TIMES 2016



CITY OF CLOVIS

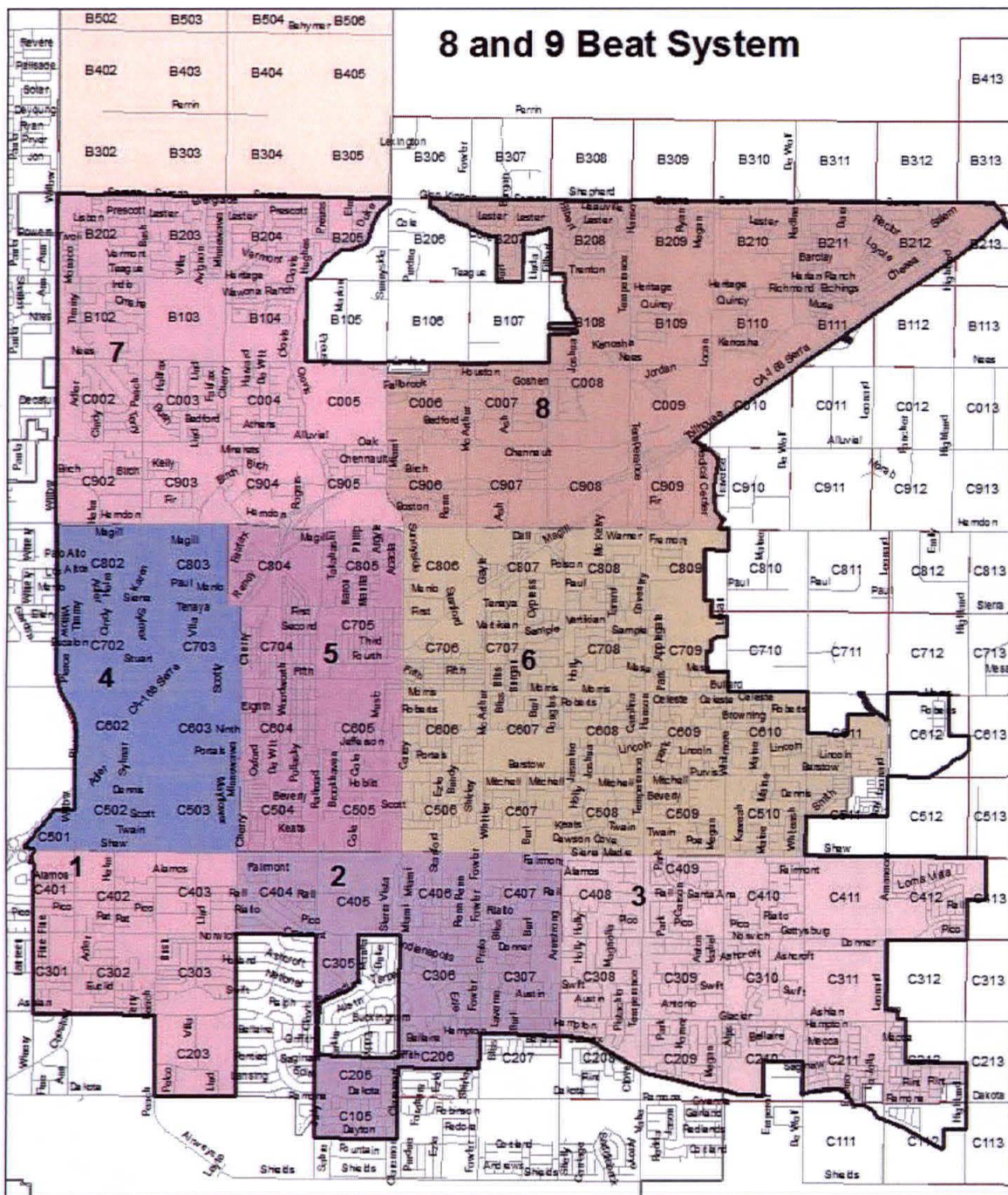
PRIORITY 3 AVERAGE RESPONSE TIMES

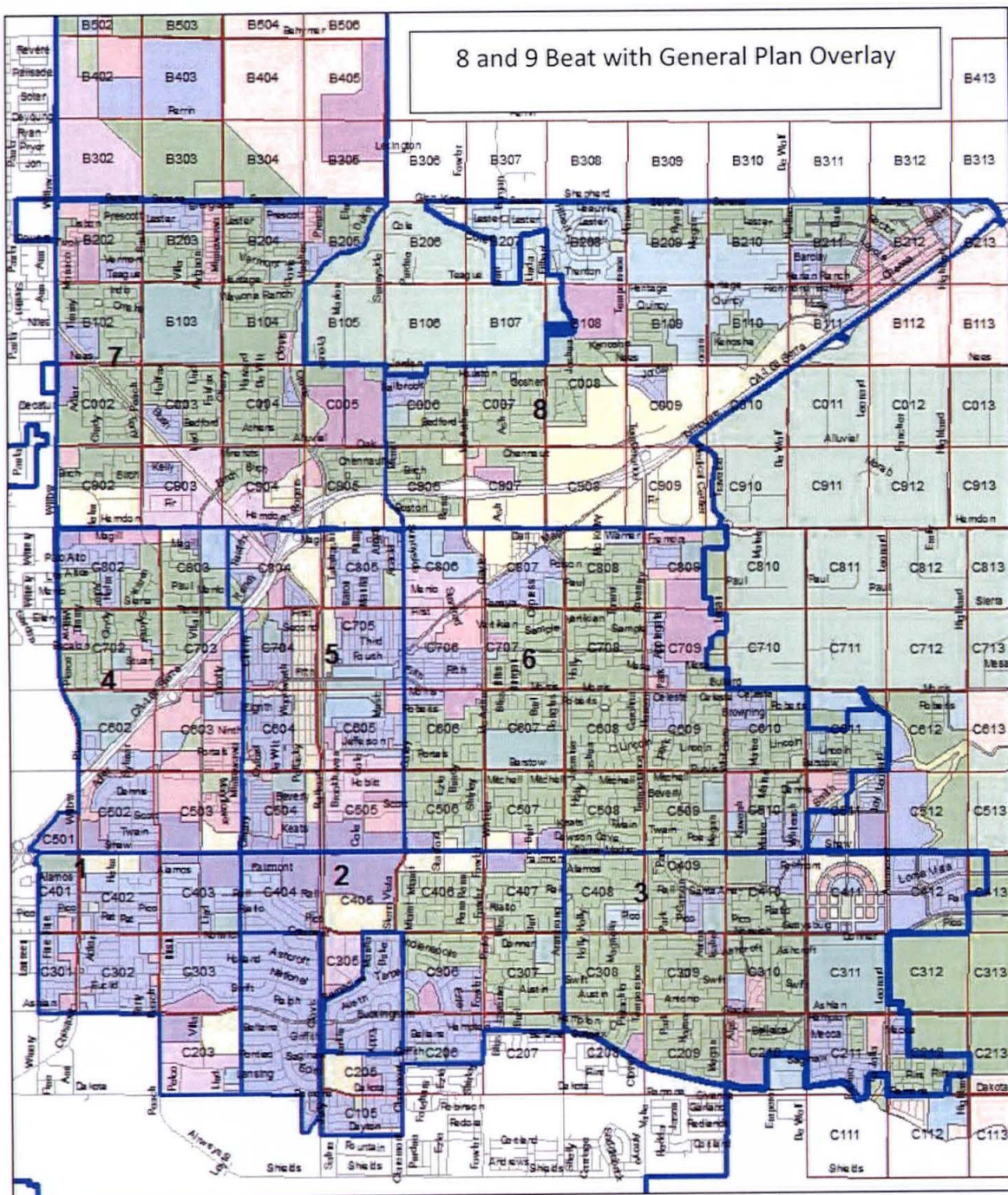




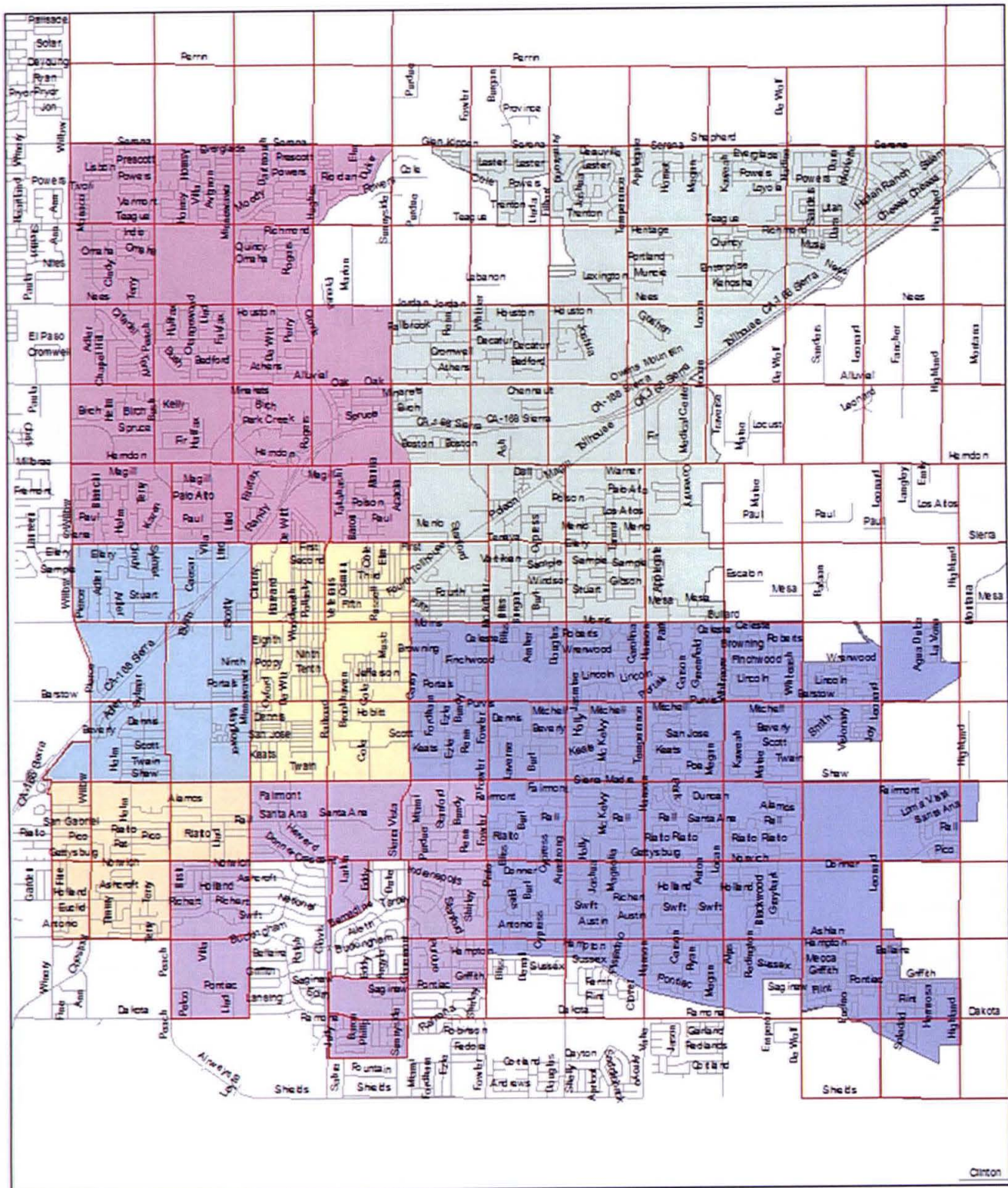
CITY OF CLOVIS

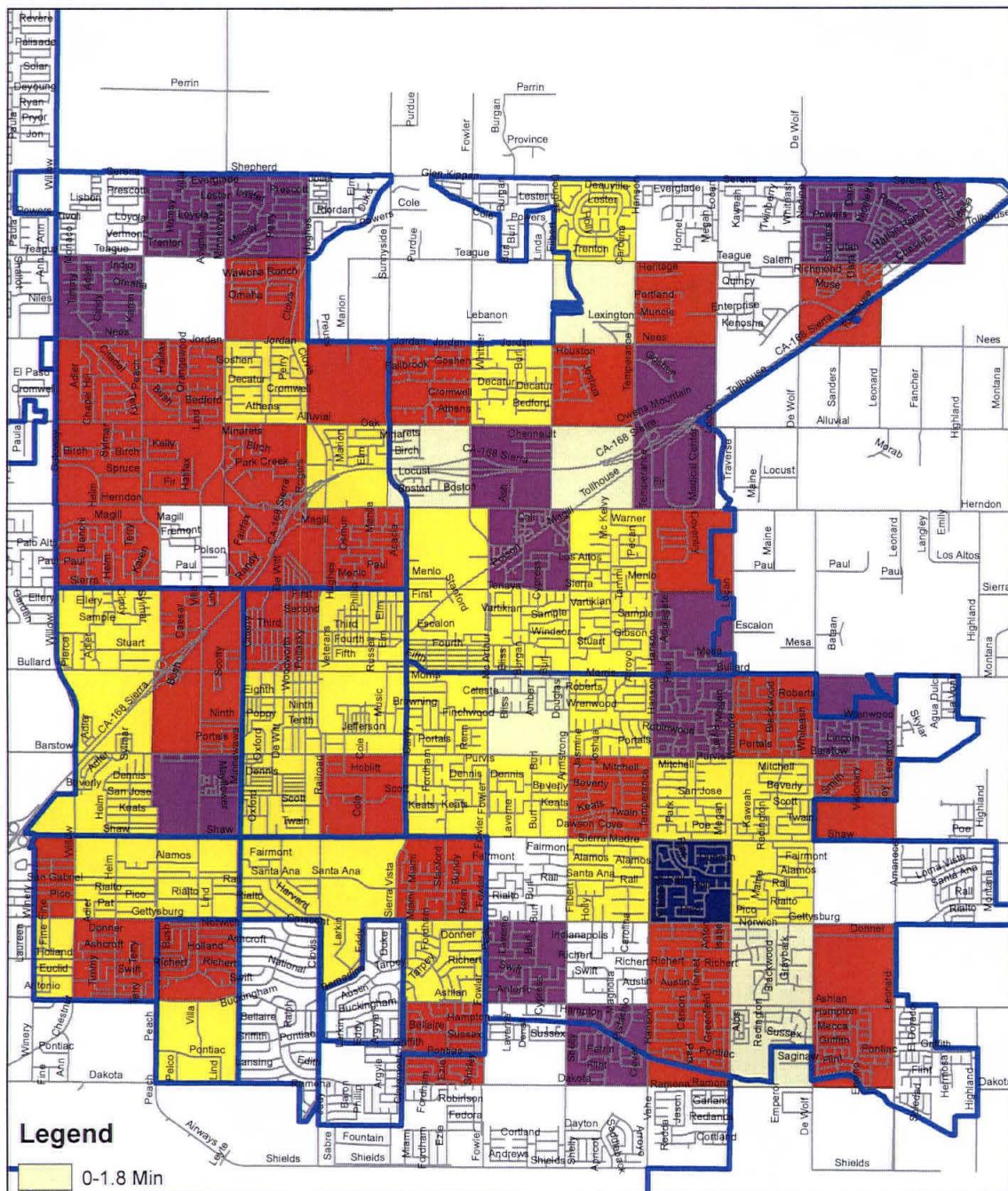






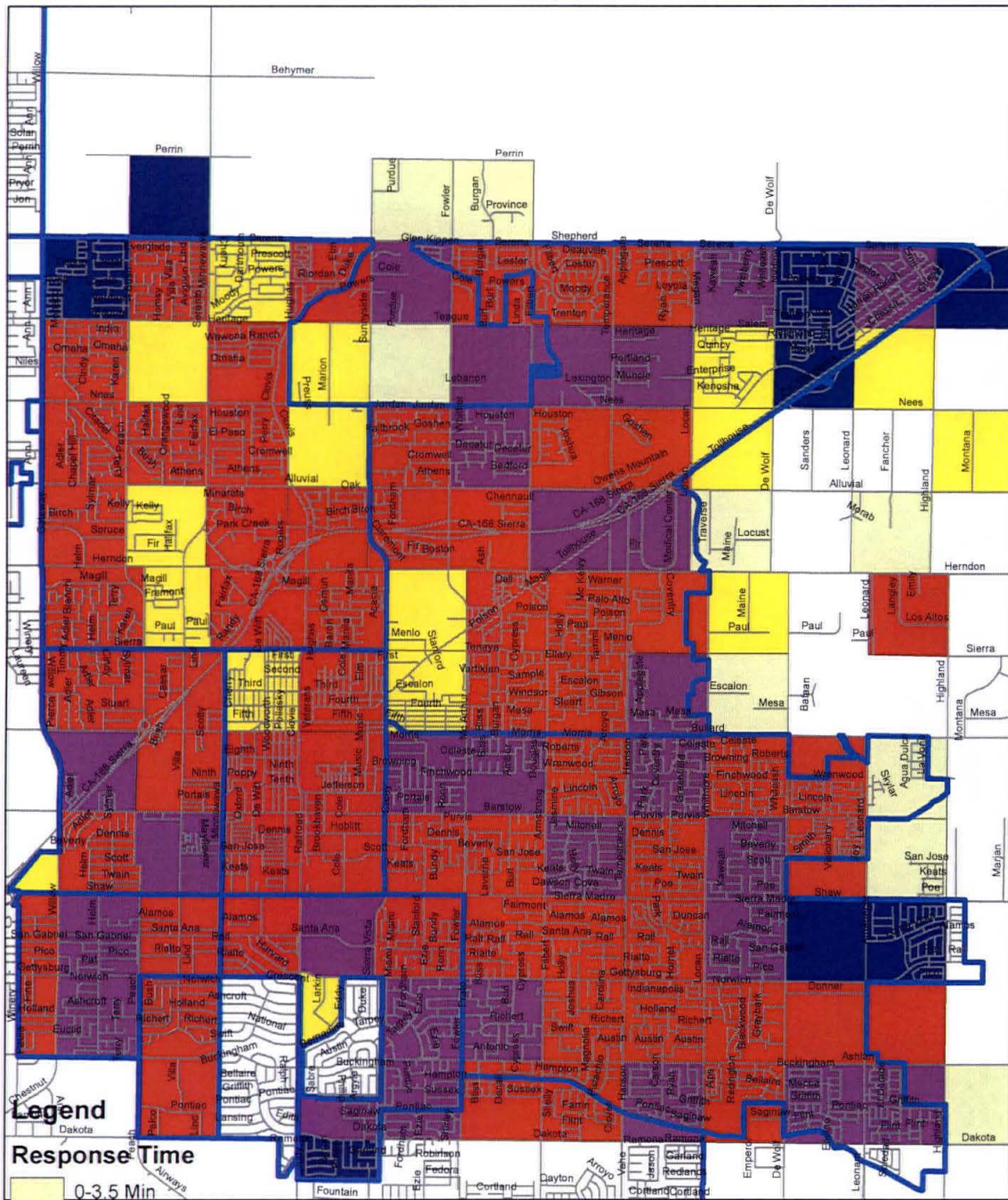
7 BEATS (2017)





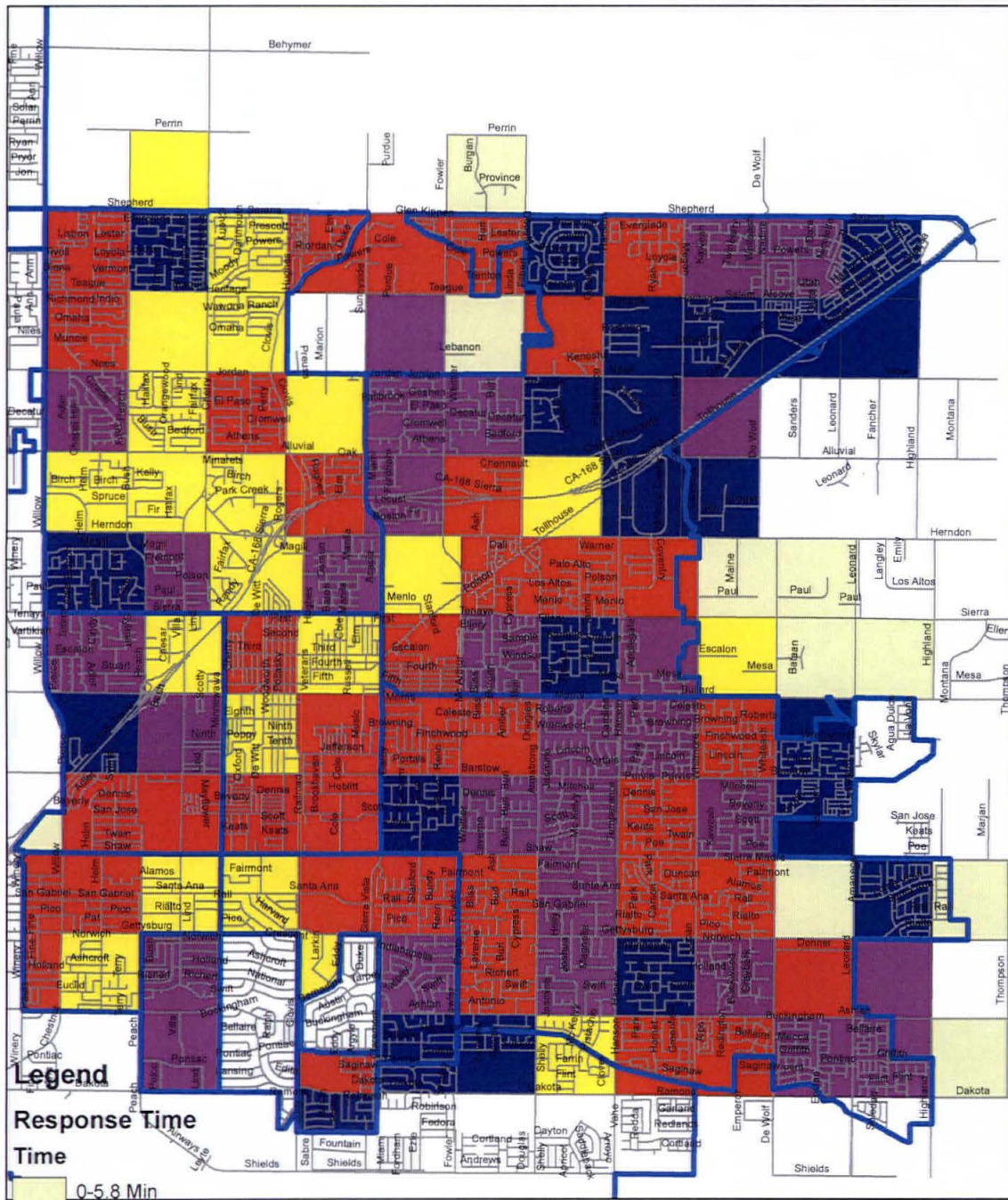
CITY OF CLOVIS
PRI 1 AVERAGE RESPONSE TIMES
JANUARY-JUNE 2017





CITY OF CLOVIS PRI 2 AVERAGE RESPONSE TIMES JANUARY-JUNE 2017





CITY OF CLOVIS PRI 3 AVERAGE RESPONSE TIMES JANUARY-JUNE 2017

