



# CITY of CLOVIS

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

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

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

March 12, 2018

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 Mouanoutoua

## ROLL CALL

## PRESENTATIONS/PROCLAMATIONS

- A. Presentation of Clovis Fire Department 2018 Firefighter of the Year and 2017 Driver Safety Award.

**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. PUBLIC SAFETY**

1. Receive and File - Fire Department 2017 Annual Report. (Staff: J. Binaski)

**B. COMMUNITY AND ECONOMIC DEVELOPMENT**

1. Consider Approval – Res. 18-\_\_\_\_, A Resolution of the City Council of the City of Clovis Summarizing Steps the City Has Taken to Address Housing Needs in the City of Clovis and Affirming the City’s Regional Housing Needs Commitment.  
(Staff: H. Crabtree)

**2. CITY MANAGER COMMENTS**

**3. COUNCIL ITEMS**

- A. Council Comments

**ADJOURNMENT**

<b>Meetings and Key Issues</b>			
Mar. 19, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Apr. 2, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Apr. 9, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Apr. 16, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
May 7, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
May 14, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
May 21, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Jun. 4, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Jun. 11, 2018 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Jun. 18, 2018 (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 March 5, 2018 Council meeting.

**B. ADMINISTRATION**

- 1) No items.

**C. COMMUNITY AND ECONOMIC DEVELOPMENT**

- 1) No items.

**D. FINANCE**

- 1) Approval - Res. 18-\_\_\_\_, A Resolution of Intention (ROI) to Annex Territory (Annexation #52) (T6190-Northeast Corner of Teague and Locan, T6180-Southwest Corner of Teague and Locan), to the Community Facilities District (CFD) 2004-1 and to Authorize the Levy of Special Taxes Therein and setting the Public Hearing for April 16, 2018.
- 2) Receive and File - Status Report of the Development Fee Funds for 2017.

**E. GENERAL SERVICES**

- 1) No items.

**F. PLANNING AND DEVELOPMENT SERVICES**

- 1) Approval - Bid Award for CIP 16-04, Well No. 11A Drilling and Development, and; Authorize the City Manager to execute the contract on behalf of the City.
- 2) Approval - Authorizing the execution of a Real Property Purchase Agreement for property located south of Shaw Avenue, between DeWolf Avenue and Leonard Avenue, to be the site of future Fire Station 6.
- 3) Approval – Final Acceptance for Tract 6098, located at the southwest corner of Ashlan and Leonard Avenues (McCaffrey Homes).
- 4) Approval – Res. 18-\_\_\_\_, Annexation of Miscellaneous Properties to the Landscape Maintenance District No. 1.

**G. PUBLIC SAFETY**

- 1) No items.

**H. PUBLIC UTILITIES**

- 1) Receive and File – Public Utilities Report for the month of December 2017.

**I. REDEVELOPMENT SUCCESSOR AGENCY**

- 1) No items.

CLOVIS CITY COUNCIL MEETING

March 5, 2018

6:04 P.M.

Council Chamber

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

Roll Call: Present: Councilmembers Ashbeck, Bessinger, Flores, Mayor Whalen  
Absent: Councilmember Mouanoutoua

6:06 PUBLIC COMMENTS

Robert Evans spoke in thanks of the new stop signs in Harlan Ranch and the support of staff.

6:08 CONSENT CALENDAR

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, that the items on the Consent Calendar, except item F1, be approved, including the waiver of the reading of the ordinance. Motion carried 4-0-1 with Councilmember Mouanoutoua absent.

- A1) Approved - Minutes for the February 20, 2018 Council meeting.
- A2) Adopted - **Ord. 18-07**, An Ordinance of the City Council of the City of Clovis Adding Article 12 and Sections 2.2.1201-2.2.1205 of Chapter 2.2 – Officers and Employees to the Clovis Municipal Code Pertaining to Background Checks of applicants. (Vote: 5-0)
- C1) Approved – **Res. 18-40**, Authorizing Submission of an Application to the Fresno Council of Governments for Funding under the Fresno County Measure C Transit Oriented Development (TOD) Program.
- C2) Received and Filed – Community and Economic Development Department July 2017 – December 2017 Report.
- D1) Received and Filed – Investment Report for the month of December 2017.
- D2) Received and Filed – Treasurer's Report for the month of December 2017.
- E1) Approved - **Res. 18-41**, Authorizing the Execution of the Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP) and Approval - **Res. 18-42**, Approving the Submittal of One Project for Fiscal Year 2017-18 for the Low Carbon Transit Operations Program (LCTOP).
- E2) Approved – **Res. 18-43**, Amending the FY2017-18 Transit Budget to add \$247,463.34 to purchase One (1) Hometown Trolley using State Transit Assistance funds and Approval - Waive the City's Usual Purchasing Procedures and Authorize the Purchase of One (1) Hometown Trolley utilizing the CalACT Competitive Bid.
- E3) Approved – **Res. 18-44**, Authorizing Amendments to the Assistant Planning and Development Services Director Classification and Approval – **Res. 18-45**, Authorizing Amendments to the Deputy City Planner Classification.
- F2) Approved - Bid Award for CIP 16-21, Railroad Park Shade Structure & Helm Ranch Park Shade Structure, and; Authorize the City Manager to execute the contract on behalf of the City.

6:09 - CONSENT CALENDAR ITEM F1 - APPROVED – WAIVE THE CITY'S USUAL PURCHASING PROCEDURES AND AUTHORIZE THE CITY MANAGER TO ENTER



INTO A PURCHASE AGREEMENT WITH TESCO CONTROLS, INC. TO SUPPLY A MOTOR CONTROL CENTER FOR CIP 17-09, WELL 22 PANEL UPGRADE

Councilmember Bessinger requested this item be pulled from the consent calendar due to a potential conflict of interest because the project is adjacent to his home. 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 a request to waive the City's usual purchasing procedures and authorize the City Manager to enter into a purchase agreement with Tesco Controls, Inc. to supply a Motor Control Center for CIP 17-09, Well 22 Panel Upgrade. Motion carried 3-0-1-1, with Councilmember Mouanoutoua absent, and Councilmember Bessinger abstaining.

**6:10 ITEM 1A1 - RECEIVED AND FILED – UPDATE ON THE COTTAGE HOME PROGRAM AND OTHER DOWNTOWN ACTIVITIES**

Planning and Development Services Director Dwight Kroll provided an update on the Central Clovis Specific Plan, Cottage Home Program and other downtown activities. The plan update was completed in 2016. A number of action items were associated with the plan including: Centennial Plaza development and stage, Old Town logo, Water Tower revitalization, Old Town Parking and Parking Signage Program, Clovis Avenue Improvements, Cottage Home Program, Trail Oriented Homes, Old Town Bike Route, Woodworth Avenue Improvements, Taking it to the Streets design festival, and the Landmark Commons project.

Councilmember Ashbeck commented on the transformation of Old Town including Centennial Plaza. Mayor Whalen described a positive experience walking to and shopping in Old Town Clovis. Mayor Whalen asked if the County has seen the concepts for the Landmark Commons. Staff discussed extensive meetings with the County where concepts have been shared. Mayor Whalen discussed lighting of the Centennial Plaza tree and should be maintained. It was the consensus of City Council to receive and file the report.

**6:46 ITEM 1B1 - RECEIVED AND FILED – UPDATE FROM THE POLICE DEPARTMENT ON 2017 CITY OF CLOVIS CRIME STATISTICS.**

Police Chief Matt Basgall provided an update on the 2017 City of Clovis crime statistics. Overall public calls were about the same as the previous year but officer initiated calls dropped. Chief Basgall indicated the highest levels for calls was mostly in the southwestern portion of the City. Response times were less than 5 minutes for priority 1 calls. An overview of crime rates by category was provided with a comparison with the previous year.

Mayor Whalen commented on the great work the Police Department is doing despite the budgetary restraints. Asked about morale of the Department in light of budgetary challenges. Chief Basgall commented that staff is doing a great job and there is good morale but staff is tired due to low staffing numbers. Councilmember Ashbeck asked how we have the conversation as a community on the needs of the Police Department and Public Safety. City Manager commented on citizen survey being done on budgetary



priorities that will allow for discussion at City Council. Mayor Whalen commented on the impact of CalPERS rates on the City's General Fund. Councilmember Bessinger commented on the great job despite the limited funding.

Mike Dewitt commented that the City should stop approving new housing tracts. Asked a question if there is a lower limit on the investigation of identity crimes.

Robert Evans commented on a great presentation and asked if it was available to the public, staff stated it would be made available. Expressed gratitude on the job the Police Department does.

It was the consensus of City Council to receive and file the report.

7:16 ITEM 1C1 - APPROVED - **RES. 18-46**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS CONFIRMING ASSESSMENT FOR COSTS FOR ABATEMENT OF NUISANCE, 1507 POLLASKY AVENUE, CLOVIS, CA, APN NO: 497-184-09

Assistant City Attorney Wiley Driskill presented a request for approval of a resolution confirming the assessment for costs for abatement of nuisance at 1507 Pollasky Avenue, Clovis, CA, APN No: 497-184-09. Councilmember Basgall asked if the City Attorney fees can be added in addition to the administrative penalties, Mr. Driskill commented this was feasible.

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 **Resolution 18-46** a Resolution of the City Council of the City of Clovis Confirming Assessment for Costs for Abatement of Nuisance, 1507 Pollasky Avenue, Clovis, CA, APN No: 497-184-09. Motion carried 4-0-1 with Councilmember Mouanoutoua absent.

7:22 ITEM 3A - COUNCIL COMMENTS

Councilmember Bessinger applauded staff for staying on task with the previous item.

Mayor Whalen commented on meeting with the Cook family, County and City staff on the Department of Social Services moving into Clovis as being positive. He also commented on some artwork being sold in Old Town Clovis of Fire Station 1 showing the high standards being kept in Clovis.

7:25 ITEM 4A - CLOSED SESSION

Government Code Section 54956.9(a)

CONFERENCE WITH LEGAL COUNCIL- EXISTING LITIGATION

Workers Compensation Case in Regards to: David Smith

7:30 ADJOURNMENT

Mayor Whalen adjourned the meeting of the Council to March 12, 2018

Meeting adjourned: 7:30 p.m.

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Mayor

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City Clerk



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

City Manager: 

# **CITY of CLOVIS**

## **REPORT TO THE CITY COUNCIL**

**TO:** Mayor and City Council

**FROM:** Finance Department

**DATE:** March 12, 2018

**SUBJECT:** Approval - Res. 18- A Resolution of Intention (ROI) to Annex Territory (Annexation #52) (T6190-Northeast Corner of Teague and Locan, T6180-Southwest Corner of Teague and Locan), to the Community Facilities District (CFD) 2004-1 and to Authorize the Levy of Special Taxes Therein and setting the Public Hearing for April 16, 2018.

**ATTACHMENTS:** Resolution  
Map

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

That the Council approve Res. 18-\_\_\_\_, A Resolution of Intention to Annex Territory(Annexation #52) to Community Facilities District (CFD) 2004-1 and to Authorize the Levy of Special Taxes therein and setting the Public Hearing for April 16, 2018.

### **EXECUTIVE SUMMARY**

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

### **BACKGROUND**

Since the condition to establish a CFD was imposed on the developments being processed by the City, developments proceeding after March 8, 2004 must petition to be annexed to the existing CFD. Recently a developer has submitted a petition to annex territory to the Community Facilities District



2004-1 and to include his subdivision within the District as provided by the conditions of approval of the development entitlements.

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

The area to be annexed T6190-NEC of Teague and Locan, and T6180-SWC of Teague and Locan is shown in the attached map.

### **FISCAL IMPACT**

No fiscal impact by this action.


### **REASON FOR RECOMMENDATION**

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

### **ACTIONS FOLLOWING APPROVAL**

The Staff will take appropriate steps to schedule the Public Hearing on the Annexation of Territory to the CFD for April 16, 2018 and will provide the notices in accordance with law.

Prepared by: Steve Nourian

Submitted by: Jay Schengel, Finance Director 

**RESOLUTION NO. 18-\_\_**

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

**CITY OF CLOVIS  
Community Facilities District No. 2004-1  
(Police and Fire Services)  
Annexation No. 52**

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

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

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

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

- 1. Findings.** This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.
- 2. Territory Described.** The name of the existing CFD is "Community Facilities District No. 2004-1 (Police and Fire Services)". The territory included in the existing CFD is as shown on the map thereof filed in Book 40 of Maps of Assessment and Community Facilities Districts at Page 57, in the office of the County Recorder, County of Fresno, State of California, to which map reference is hereby made. The territory now proposed to be annexed to the CFD is as shown on the Annexation Map No. 52 to the CFD, on file with the Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded said Annexation Map No. 52 to the CFD, showing the territory to be annexed, in the office of the County Recorder of the County of Fresno within fifteen days of the date of adoption of this resolution.
- 3. The Services.** The types of public services financed by the CFD and pursuant to the Act consist of those of the police and fire services (the "Services") as described in Exhibit A to Resolution No. 04-33, adopted by the Council on March 8, 2004 (the "Resolution of Formation"). It is presently intended that the Facilities (and the Services) will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD.



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

**5. Hearing.** Monday, April 16, 2018, at 6:00 p.m. or as soon as possible thereafter, in the City Hall, Council Chambers, 1033 Fifth Street, Clovis, California, be, and the same are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the annexation of territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD and the levy of such special tax therein.

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

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

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

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I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Clovis at a meeting held March 12, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

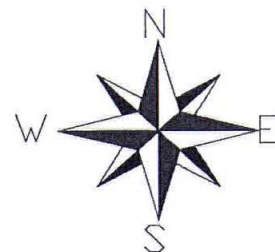
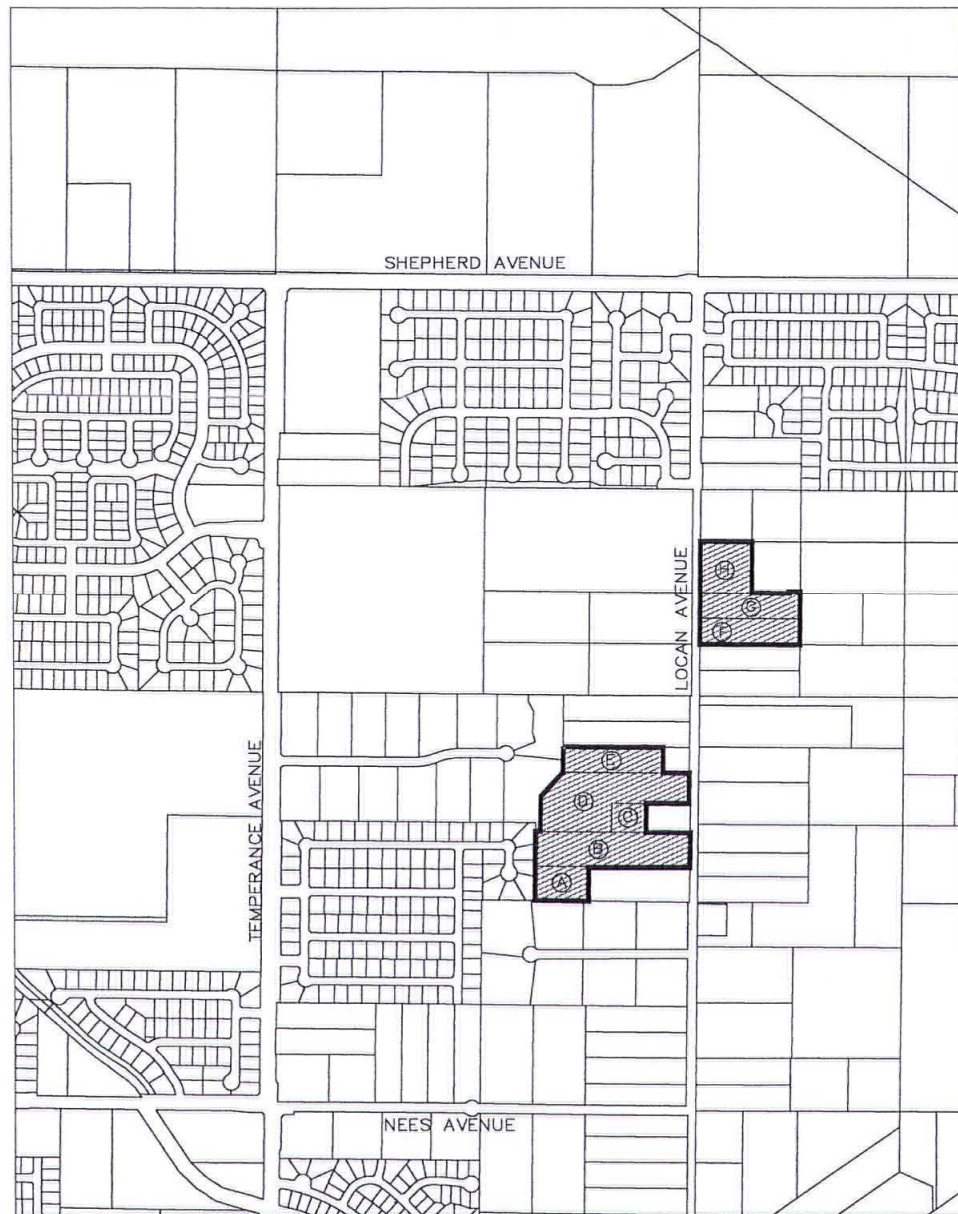
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Mayor

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City Clerk





#### LEGEND

- PARCEL
- ANNEXATION BOUNDARY
- (A) APN 559-070-17
  - (B) APN 559-070-18
  - (C) APN 559-070-19
  - (D) APN 559-070-20
  - (E) APN 559-070-21
  - (F) APN 558-020-16
  - (G) APN 558-020-17
  - (H) APN 558-020-18

FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ APRIL, 2018. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 52 TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 (POLICE AND FIRE SERVICES), CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CLOVIS AT A REGULAR MEETING THEREOF, HELD ON THE 16TH DAY OF \_\_\_\_\_ APRIL, 2018, BY ITS RESOLUTION NO. 18-\_\_\_\_\_

JOHN HOLT  
CITY CLERK  
CITY OF CLOVIS

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

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

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

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

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

ANNEXATION MAP NO. 52

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

CITY OF CLOVIS  
COUNTY OF FRESNO  
STATE OF CALIFORNIA

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



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

City Manager: LS

# **CITY of CLOVIS**

## **REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: Finance

DATE: March 12, 2018

SUBJECT: Receive and File – Status Report of Development Fee Funds

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

That the Council receive and file the report on the status of the development fee funds.

### **EXECUTIVE SUMMARY**

State law (Government Code Section 66006) requires that local agencies shall make available to the public certain information relative to development impact fees.

### **BACKGROUND**

Per law, the City is providing account information relative to development impact fees. This information includes the following:

1. A description of the fee.
2. The amount of the fee.
3. The beginning and ending balance of the fee account.
4. The amount of the fee collected and interest earned.
5. Identification of the public improvements for which the fee was expended, the amount of the expenditure and the percentage funded by the fee.
6. The date by which construction will begin if sufficient funds are available.
7. A description of each fund transfer or loan from the account.



8. The amount of refunds made of unexpended funds once all projects for which the fee was imposed are complete.

The City of Clovis has established the following development fees that are collected at various stages of the development process:

1. Sewer Major Facilities Fee
2. Sewer Oversize Acreage Fee
3. Sewer Front Footage Fee
4. Water Major Facilities Fee
5. Water Oversize Acreage Fee
6. Water Front Footage Fee
7. Water Supply Fee
8. Community Sanitation Fee
9. Park Acquisition and Development Fee
10. Major Street Fees
  - Outside Travel Lane Fee
  - Center Travel Lane Fee
  - Traffic Signal Fee
  - Bridge Fee
  - Quad Intersection Fee
  - Underground Overhead Utilities Fee
  - Street Fee Administration Charge
11. Fire Department Fee
12. Police Department Fee
13. Library Facilities Fee

The following is the required information provided for each of the above fees for fiscal year 2016-17:

1. **Sewer Major Facilities Fee:** The Sewer Major Facilities Fee is for the construction of the Clovis Sewage Treatment Water Reuse Facility (STWRF) and the capital improvement costs required for upgrading of the Regional Sewer Treatment Plant, as well as debt service payments related to the bond issues to construct the improvements. The fee for 2016-17 was \$9,227 per equivalent dwelling unit (EDU). Most of these funds are committed to repayment of Sewer Bonds. This fund ended the year with a negative fund balance due to interest payable shortly after year end. A transfer was made from the Sewer Enterprise fund prior to the payment of the debt service.

Beginning Balance 2016-17	(\$1,530,004)
Plus: Fee Revenue	7,428,819
Interest	(10,196)
Loan from Users for Bonds	140,000
Transfers in: Cash with Agent	214
Other Revenues	2,600
Less: Expenditures	7,447,884
Transfers out: Debt Service	427,000
Transfers out: Projects	270,000
Ending Balance 2016-17	(\$2,113,451)

2. **Sewer Oversize Fee:** The Sewer Oversize Fee is for sewer mains greater than 8" in diameter, and/or mains 8" in diameter or greater that are installed deeper than 8', to provide adequate capacity for future development. The fee for 2016-17 was \$748.00 per gross acre. The fee is used to reimburse developers who have installed the lines. Disbursement is made based on the developer's claim.

Beginning Balance 2016-17	\$7,951
Plus: Fee Revenue	94,405
Less: Expenditures	46,500
Ending Balance 2016-17	\$55,856

3. **Sewer Front Footage Fee:** The Sewer Front Footage Fee is for the reimbursement of sewer mains previously installed. The fee for 2016-17 was \$19.70 per linear foot. The fee is used to reimburse developers who have installed the lines. Disbursement is made based on the developer's claim.

Beginning Balance 2016-17	\$1,033,277
Plus: Fee Revenue	151,515
Less: Expenditures	4,098
Ending Balance 2016-17	\$1,180,694

4. **Water Major Facilities Fee:** The Water Major Facilities Fee is for the construction of water wells, well site acquisitions, well head treatment, auxiliary power systems, reservoirs, surface-water treatment facilities, and debt service payments related to bond issues to construct the improvements. The fee for 2016-17 was \$3,553 per unit. The transfer in from the Water Enterprise represents the Enterprise customers' share of debt service on the surface water treatment plant.



Beginning Balance 2016-17	\$670,863
Less – Water Supply Fee Beg Bal	<u>(523,663)</u>
Restated Beginning Balance	147,200
Plus: Fee Revenue	3,264,063
Interest	10,426
Transfers In – Debt Service	753,000
Less: Expenditures	<u>3,725,551</u>
Ending Balance 2016-17	\$449,138

5. **Water Oversize Fee:** The Water Oversize Fee is to provide reimbursement for the oversize cost increment of water mains 12" in diameter or greater than must be installed to insure adequate pressure and volume throughout the system. The fee for 2016-17 was \$1,067.00 per gross acre. The fee is used to reimburse developers who have installed the lines. Disbursement is made based on the developer's claim.

Beginning Balance 2016-17	\$75,183
Plus: Revenue	94,902
Less: Expenditures	<u>8,946</u>
Ending Balance 2016-17	\$161,139

6. **Water Front Footage Fee:** The Water Front Footage Fee is for reimbursement of water mains previously installed. The fee for 2016-17 was \$24.70 per linear foot. The fee is used to reimburse developers who have installed the lines. Disbursement is made based on the developer's claim.

Beginning Balance 2016-17	\$1,261,235
Plus: Revenue	166,690
Less: Expenditures	<u>5,402</u>
Ending Balance 2016-17	\$1,422,523

7. **Water Supply Fee:** The Water Supply Fee pays for the cost to acquire additional water supply for properties with development intensities that will exceed the current water entitlement. For properties within the Fresno Irrigation District (FID), the entitlement is 2.1 acre-feet/year. The current cost to acquire annual water supply is \$1,250 per acre-foot.

Beginning Balance 2016-17	\$523,663
Plus: Revenue	160,821
Less: Expenditures	<u>0</u>
Ending Balance 2016-17	\$684,484

8. **Community Sanitation Fee:** The Community Sanitation Fee is for the purchase of toters, commercial bins, disposal trucks, and street sweeping equipment. The fee for 2016-17 was \$393 per EDU for single family and \$223 per EDU for multi-family, commercial, and churches. The fee is transferred to the Refuse Enterprise as purchases are made.

Beginning Balance 2016-17	\$1,215,176
Plus: Revenue	309,035
Interest	6,599
Less: Expenditures	2,094
Transfers Out	<u>188,000</u>
Ending Balance 2016-17	\$1,340,716

9. **Park Acquisition and Development Fee:** The Park Acquisition and Development Fee is for the purchase of parkland and the construction of improvements for regional and community parks. The fee for 2016-17 was \$2,700.00 per EDU.

Beginning Balance 2016-17	\$4,202,144
Plus: Revenue - Fees	1,237,631
Interest	26,441
Other-Grants	278,088
Less: Expenditures	<u>871,613</u>
Ending Balance 2016-17	\$4,872,691

10. **Major Street Fees:** The Street fees include fees for center travel lane improvements, outside travel lane improvements, construction of bridges, construction of traffic signals, under-grounding of utilities, quad intersections, and administration. The fees are specific to certain areas within the City based on the infrastructure requirements and development characteristics of the areas.

**Outside Travel Lane Fee:** The fee is to reimburse developers for Outside Travel Lane improvements that were constructed with their project in excess of the development's proportionate share.

**Center Travel Lane Fee:** The fee is to reimburse developers for Center Travel Lane improvements that were constructed with their project, in excess of the development's proportionate share.

**Traffic Signal Fee:** The fee is for the reimbursement for the cost to install traffic signals either by the City or developers in excess of the development's proportionate share.



**Bridge Fee:** The fee is for the reimbursement for the cost to construct bridges and culverts either by the City or developers in excess of the development's proportionate share.

**Quad Intersection Fee:** The fee is for the reimbursement for the cost to construct quad intersection improvements either by the City or developers in excess of the development's proportionate share.

**Undergrounding Overhead Utilities:** The fee provides a funding source for the City to underground existing overhead utilities or to reimburse developers for the undergrounding of existing overhead utilities in excess of the development's proportionate share. Undergrounding of existing overhead utilities includes the undergrounding along certain arterial and collector streets.

Beginning Balance 2016-17	\$3,080,141
Plus: Revenue	2,796,109
Less: Expenditures	<u>1,624,591</u>
Ending Balance 2016-17	\$4,251,659

**Street Fee Administration Charge:** The fee has been \$0 since December 31, 2003. Administrative charges for the administrative work performed by the City staff to collect, track, and reimburse the street fees program has come from interest earnings. Interest earnings has also covered applicable interest charges on developer's reimbursement requests. Due to the dwindling fund balance, administration charges will need to be reinstated as part of an upcoming fee update.

Beginning Balance 2016-17	\$622,935
Plus: Interest	117,395
Less: Expenditures	<u>435,073</u>
Ending Balance 2016-17	\$305,257

- 11. Fire Department Fee:** The Fire Department Fee was established in June 1997 to construct, equip and furnish fire stations. The fee for 2016-17 was \$706.00 per EDU.

Beginning Balance 2016-17	\$0
Plus: Revenue	514,541
Less: Expenditures	<u>514,541</u>
Ending Balance 2016-17	\$0

- 12. Police Department Fee:** The Police Department Fee was established in May 2000 for development to contribute to providing police equipment and facilities as community growth requires. During the 2016-17 year, applicable expenses for this fee exceeded the revenues collected and will be applied to future revenues collected.

Beginning Balance 2016-17	\$0
Plus: Revenue	72,467
Less: Expenditures	<u>72,467</u>
Ending Balance 2016-17	\$0

- 13. Library Facilities Fee:** The Library Facilities Fee was established in April 2008 and became effective July 1, 2008. This fee is to provide a portion of the funding needed to provide library facilities within the City of Clovis. The fee for 2016-17 was \$604.00 per unit for single-family and \$494.00 per unit for multi-family and assisted living/group homes.

Beginning Balance 2016-17	(\$253,788)
Plus: Revenue	446,226
Interest	-
Less: Expenditures	<u>(100,000)</u>
Ending Balance 2016-17	\$92,438

## FISCAL IMPACT

This report provides a status of the development fees charged by the City. It provides a good indication of available balances for projects or reimbursements where applicable.

## REASON FOR RECOMMENDATION

The fiscal report is for information only and no action is required.



**ACTIONS FOLLOWING APPROVAL**

Copies of the report will be made available to any member of the public who requests a copy.

Prepared by: Jeffrey Blanks, Accounting Supervisor

Submitted by: Jay Schengel, Finance Director 



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

City Manager: *[Signature]*

# **CITY of CLOVIS**

## **REPORT TO THE CITY COUNCIL**

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: March 12, 2018

SUBJECT: Approval - Bid Award for CIP 16-04 Well No. 11A Drilling and Development, and; Authorize the City Manager to execute the contract on behalf the City.

ATTACHMENT: (A) Vicinity Map

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

1. For the City Council to award a contract for CIP 16-04 Well No. 11A Drilling and Development to Nor-Cal Pump & Well Drilling, Inc. in the amount of \$ 443,546.00 and;
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

### **EXECUTIVE SUMMARY**

This project involves construction of one new water-well with reverse rotary gravel envelope method at the City of Clovis Well Site No. 11A. The site is located at 1801 Stanford Avenue adjacent to the Jefferson Elementary School play fields owned by the City of Clovis. The work will include drilling a pilot hole, testing the pilot hole for well capacity, installation of a well casing, gravel pack, and pump pad along with providing temporary chain link fencing for well development and the area around the proposed wellhead. This well will replace Well 11 located on Fowler Avenue just north of Jefferson Elementary School which is currently offline.



## **BACKGROUND**

The following is a summary of the bid results of February 20, 2018:

### **BIDDERS**

Nor-Cal Pump & Well Drilling, Inc.  
Zim Industries, Inc.

### **BASE BIDS**

\$ 443,546.00  
\$ 463,160.00

### **ENGINEER'S ESTIMATE**

**\$ 349,810.00**

All bids were examined and the bidders' submittals were found to be in order. Staff has validated the lowest responsive bidder contractor's license status; the contractor is in good standing with no record of complaints but four minor violations recorded in the last three years.

Since the low bid is about 25% higher than the engineers estimate, Engineering and Public Utilities staff discussed if it was in the City's best interest to award this project to the low bidder. It was decided that it is in the best interest of the City because: 1) The project scope cannot be modified to lower the cost; 2) Staff does not believe that rebidding the project at a later date would produce a better bidding climate to produce lower bids; and 3) The bids that were submitted are relatively close to each other which implies that the bid is a true indication of the current cost for this work.

## **FISCAL IMPACT**

This project was approved in the 2017-2018 fiscal year budget. The project is solely supported by the Water Enterprise Fund in the City Community Investment Program at the request of the Public Utilities Department. There is sufficient funding available for the project.

## **REASON FOR RECOMMENDATION**

Nor-Cal Pump & Well Drilling, Inc. is the lowest responsible bidder. There are sufficient funds available for the anticipated costs of this project.

## **ACTIONS FOLLOWING APPROVAL**

1. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
2. Construction will begin approximately two (2) weeks after contract execution and be completed in forty (40) working days thereafter.

Prepared by: Thomas K. Cheng, Project Engineer

Submitted by:



Michael Harrison  
City Engineer

Recommended  
by:

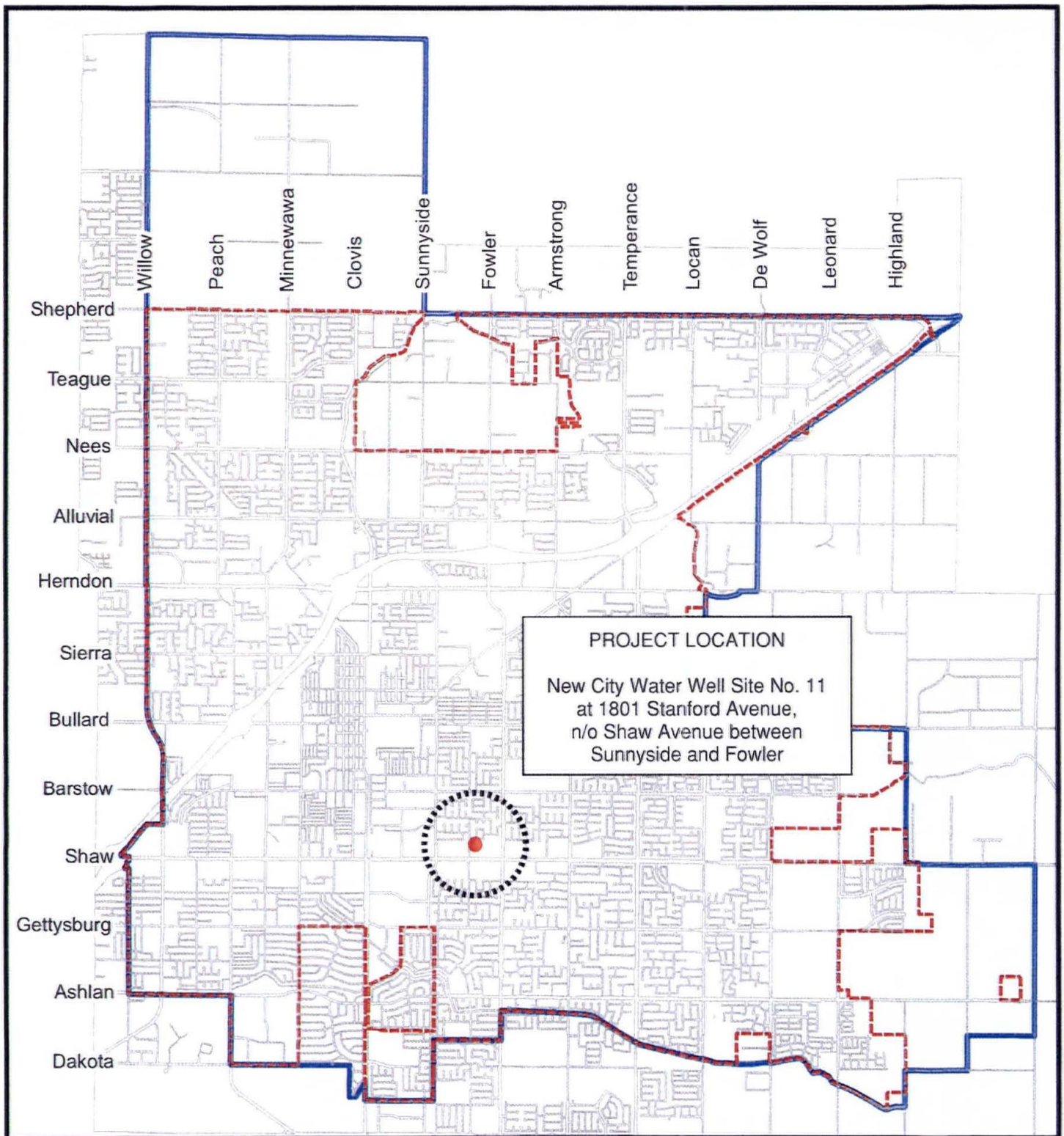


Dwight Kroll  
Director of Planning and  
Development Services



# VICINITY MAP

CIP 16-04, Well No. 11A Drilling and Development



## ATTACHMENT A



 CITY LIMITS  SPHERE OF INFLUENCE

August 25, 2017

Prepared By: Thomas Cheng



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: March 12, 2018

SUBJECT: Approval- Authorizing the execution of a Real Property Purchase Agreement for property located south of Shaw Avenue, between DeWolf Avenue and Leonard Avenue to be the site of future Fire Station 6.

ATTACHMENTS: (A) Location and Vicinity Map  
(B) Land Use Designations  
(C) Purchase Agreement

### CONFLICT OF INTEREST

None

### RECOMMENDATION

1. Authorizing the execution of a real property purchase agreement for property located south of Shaw Avenue, between DeWolf Avenue and Leonard Avenue to be the site of future Fire Station 6.
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 2.96 acres of property located south of Shaw Avenue, between DeWolf and Leonard Avenues in the future Loma Vista Community Center South. This property would be utilized for the development of Fire Station 6 and future public facility uses. The acquisition is budgeted in the City of Clovis 2017-18 budget.



## **BACKGROUND**

The City is in need of acquiring land for the future Fire Station 6 to be located within Loma Vista. The site area for Fire Station 6 has been identified as needing to be south of Shaw Avenue in the vicinity of Leonard Avenue. Staff has been in discussion with a property owner for the purchase of a portion of their site to be used as the Fire Station 6 site (Attachment "A").

The property is located within the planned Loma Vista Community Center South, south of Shaw Avenue between DeWolf and Leonard Avenues (Attachment "B"). The property consists of 2.96 acres, which includes portions of street right-of-way for access, and designed as Public Facility by the Clovis General Plan and the Loma Vista Specific Plan. The property is also zoned Public Facility. The planned intent for this area is to provide for the development of quasi-public institutional uses, either owned publicly or operated by non-profit organizations. Examples include a library, post office, City Hall Annex, and parking. A fire station is consistent with that planned vision.

While the actual Fire Station 6 site will only be approximately one acre in size, the property owner, as part of the terms of the contract, is requesting the City acquire the entire area designated for Public Facilities on the property. This is approximately 1.96 acres which could be developed for future additional parking for the Community Center South Park, which will be developed to the south.

Staff negotiated a purchase price based on an appraisal prepared by James G. Palmer Appraisals, Inc. The appraisal determined that this type of property was valued at \$280,000 per acre. With a site area of 2.96 acres, the total purchase price for the land would be \$829,000. The property owner has also included a contract term for the City to process a parcel map for the entire property, at the City's cost, to include nine parcels, one of which would be the parcel the City is acquiring. The parcel map allows the City's parcel to be created and allows for needed street right of way dedications. Execution of the proposed agreement (Attachment "C") 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 \$845,000. This includes the purchase price of \$829,000, the processing of the parcel map, and escrow fees. Funds have been budgeted in the City's 2017-18 budget and will be a combination of funds from General Government Facilities and Park Improvements.


## **REASON FOR RECOMMENDATION**

Acquisition of the property would secure the site of Fire Station 6 and allow the design phase of the fire station to move forward.

## ACTIONS FOLLOWING APPROVAL

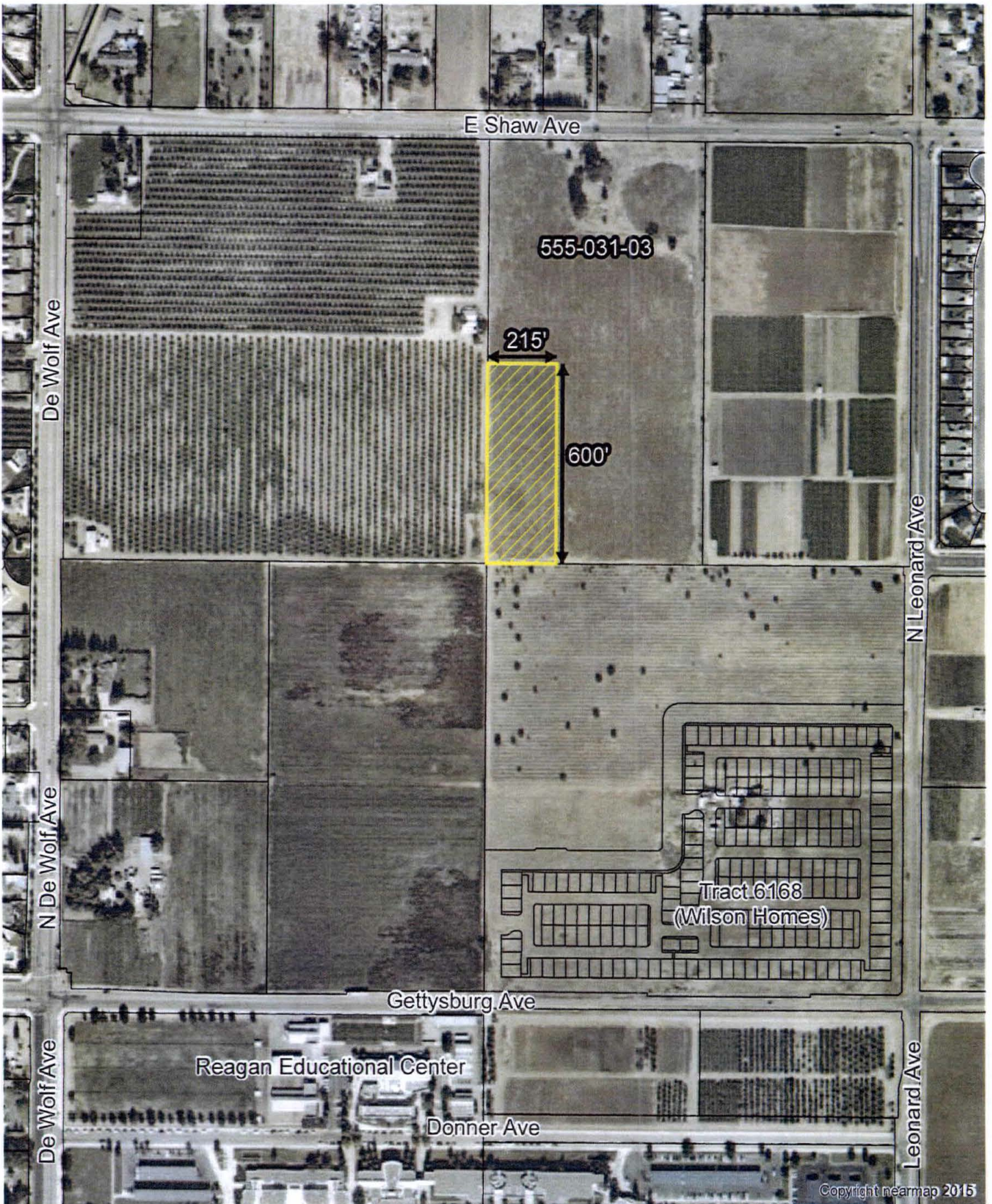
1. Staff will execute the agreement and close escrow.
2. Staff will continue to work towards the development of Fire Station 6.

Prepared by: Ryan C. Burnett, AICP, Engineering Program Supervisor

Submit by:   
Michael Harrison  
City Engineer

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





3/2/2018

Attachment A  
Property Acquisition  
For Fire Station 6/Public Facilities

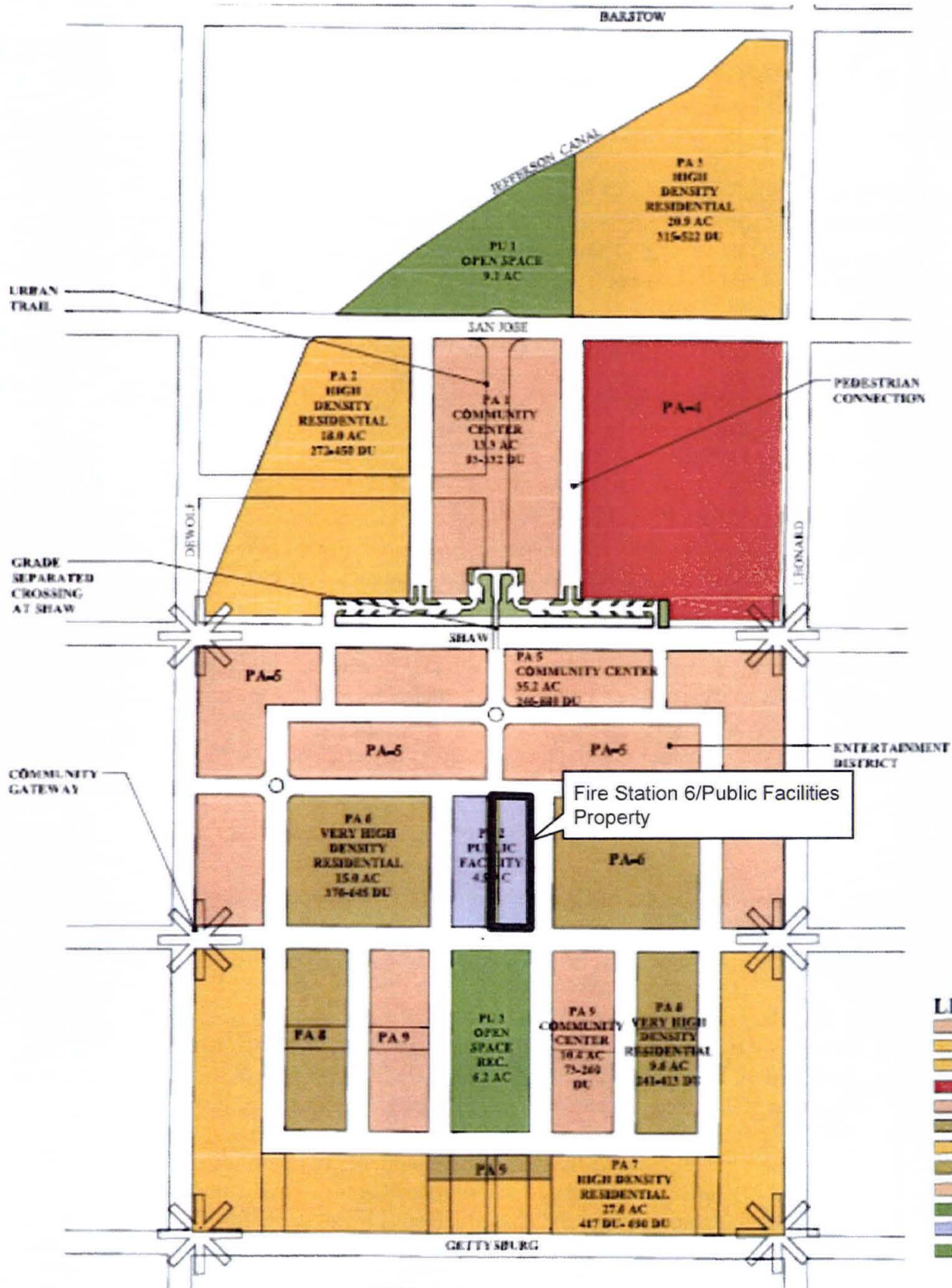


Property to be Acquired



1" = 400'





Planning Areas

# Attachment B Loma Vista Community Centers Land Use Designations



3/2/2018



1" = 151'



## **REAL PROPERTY PURCHASE AND SALE AGREEMENT**

This Real Property Purchase and Sale Agreement ("Agreement") is entered into effective on \_\_\_\_\_, 2018 ("Effective Date") by and between the City of Clovis, a California municipal corporation ("Buyer") and The Mennonite Foundation, Inc., Trustee of the Edward J. and Margaret Neufeld Charitable Remainder Unitrust as to an undivided 30% interest, and Philip Glenn Neufeld, Trustee of the Neufeld Family Trust of 1987 as to the remaining 70% interest (collectively referred to herein as "Seller") pursuant to the following recitals:

### **RECITALS:**

A. WHEREAS, Seller owns certain real property located south of Shaw Avenue, between Dewolf and Leonard Avenues, City of Clovis, within the County of Fresno, State of California.

B. WHEREAS, Seller's real property consists of a single parcel approximately \_\_\_\_ acres in size ("Parcel"), and Buyer desires to acquire a 2.96 acre portion of the real property, more particularly identified below, for the development of a municipal fire station (the "Project"); and

C. WHEREAS, under threat of condemnation by Buyer, Seller agrees to sell 2.96 acres 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 2.96 acres, located south of Shaw Avenue between Dewolf and Leonard Avenues, City of Clovis, in the County of Fresno, California, comprising a portion of Fresno County Assessor's Parcel No. 555-031-03 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 Eight Hundred Twenty Nine Thousand Dollars (\$829,000.00) (the "Purchase Price"). 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. In addition, reasonable independent appraisal costs pursuant to Code of Civil Procedure Section 1263.025, if any.



3. Acquisition of Property Under Threat of Eminent Domain. Seller acknowledges that Buyer has the power, subject to legal requirements, to acquire the Property by eminent domain. 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. Buyer acknowledges that Seller is selling the Property to Buyer under threat of eminent domain proceedings pursuant to the authority vested in Buyer as a California municipal corporation. Buyer acknowledges that Seller would have required Buyer to institute an eminent domain proceeding if Buyer and Seller had not agreed on the Purchase Price for the Property. Should escrow not close as provided in this Agreement, and Buyer commences an eminent domain proceeding to acquire the Property, Buyer may file this Agreement with the court as a stipulation upon which the court may enter judgment in any eminent domain proceeding for the Property. This stipulation shall survive the close of escrow and any expiration or termination of this Agreement or the escrow.

4. 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.

5. 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.

6. Escrow. Following execution of this Agreement, the parties shall open an escrow with \_\_\_\_\_ Chicago Title Company, 7330 N. Palm Ave., Fresno, CA 93711, Suzanne Ford, Escrow Officer\_ ("Title Company"). This Agreement, when signed by both parties and deposited with the Title Company, will be the joint escrow instructions. Buyer and Seller must sign any other form instructions required by Title Company that are not inconsistent with the terms of this Agreement.

6.1 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.

6.2 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, subject only to title exceptions numbered 4, 6, 7, 9, 11, and 12 in the preliminary title report



order no. 1004-5621312 issued by First American Title Company on January 11, 2018 ("Title Report"). A copy of the Title Report is attached hereto as Exhibit "C" and incorporated herein by this reference.

- 6.3 Title and closing costs. Seller must pay any costs of clearing and conveying title in the condition described in Section 6.2 above, including but not limited to any fees associated with the partial or full reconveyance of any deed(s) of trust, and any delinquent and/or unpaid taxes, assessments, or liens. Buyer shall pay the costs of any owner's title policy in an amount specified by Buyer, insuring Buyer's title in the condition described in Section 6.2, 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.
- 6.4 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").
- 6.5 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 6.2 above, for the amount designated by Buyer.
- 6.6 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.
- 6.7 Parcel Map. As partial consideration under this Agreement, Buyer and Seller shall cooperate in processing a parcel map for the Parcel to include the Property as a separate parcel (the "Parcel Map"), and Buyer agrees to waive any fees for processing the Parcel Map. The Parcel Map shall divide the Parcel into nine (9) legal parcels including the Property as one of the nine parcels, and the Parcel Map shall be approved by the City's Planning and Development Services Director (or Planning Commission or City Council, if required) within ninety (90) days of the Effective Date plus any appeal period. The approval of the Parcel Map is a condition of close of escrow.

Notwithstanding anything to the contrary in this Agreement, including Buyer's agreement to waive any fees for processing the Parcel Map, Seller acknowledges and agrees that Seller's dealings with Buyer in connection with the processing and approval of the Parcel Map shall be at arm's length and that nothing herein shall be deemed to have committed the discretion of the Planning and Development Services Director, Planning Commission or the City Council with respect thereto.



If the Parcel Map has not been approved within ninety (90) days of the Effective Date plus any appeal period, then this Agreement may be terminated, at Seller's option, by written notice from Seller to Buyer. Upon such termination, neither party will have any further rights or obligations regarding this Agreement or the Property.

- 6.8 Broker. Pearson Realty- CA BRE License #00020875  
Dick Ellsworth, Senior Vice President- CA BRE License #00330607
- 6.9 Broker's Fee. At close of Escrow, from and through Seller's proceeds, Seller shall pay all applicable Broker Fees and commissions arising from this transaction.

7. 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.

8. 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 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 investigations, tests, and the removal, disposal, repair, and/or existing improvements on the Property. 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 investigations, tests, and the removal, disposal, repair, and/or existing improvements on the Property.

9. Miscellaneous Provisions.

- 9.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.
- 9.2 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:**

Philip Glenn Neufeld, Trustee of the  
Neufeld Family Trust of 1987  
710 E Pine Ave.  
Fresno, CA 93728

The Mennonite Foundation, Inc.,  
Trustee of the Edward J. and  
Margaret Neufeld Charitable  
Remainder Unitrust  
1110 N. Main St.  
P.O. Box 483  
Goshen, IN 46527

**To Buyer:**

City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 Time of the Essence. Time is of the essence of each term in this Agreement.
- 9.7 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.
- 9.8 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.
- 9.9 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.

- 9.10 Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.
- 9.11 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 as of the Effective Date set forth above.

BUYER:  
City of Clovis, A California Municipal  
Corporation

By \_\_\_\_\_

SELLER:  
The Mennonite Foundation, Inc., Trustee of  
the Edward J. and Margaret Neufeld  
Charitable Remainder Unitrust as to an  
undivided 30% interest, and Philip Glenn  
Neufeld, Trustee of the Neufeld Family  
Trust of 1987 as to the remaining 70%  
interest

By: The Mennonite Foundation, Inc.

By: \_\_\_\_\_  
Name:  
Title:

By: Philip Glenn Neufeld, Trustee of the  
Neufeld Family Trust of 1987

By: \_\_\_\_\_  
Philip Glenn Neufeld, Trustee



**Exhibit A**

**(Legal description)**

# EXHIBIT 'A'

Sheet 1 of 2 Sheets

The West 215.00 feet of the South 600.00 feet of the Northeast Quarter of the Northwest Quarter of Section 13, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Clovis, County of Fresno, State of California.

Containing 2.96 acres, more or less.



October 17, 2017  
Katrina M. Olsen, LS 7058  
McPheeters & Associates  
1486 Tollhouse Rd, Suite 107  
Clovis, CA 93611  
(559) 299-9098  
[www.mcpheeters.com](http://www.mcpheeters.com)

Job No. 117165



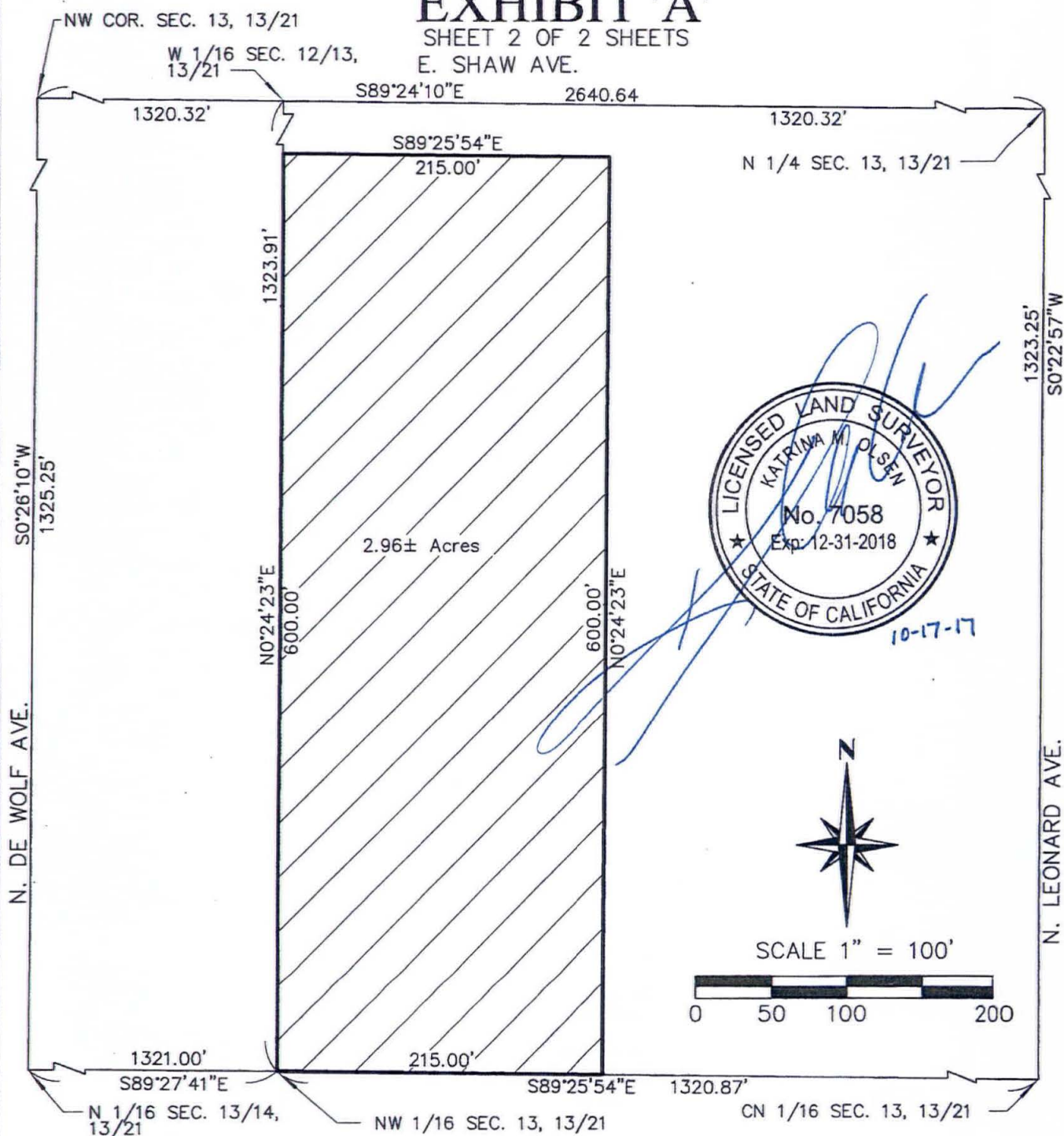
**Exhibit B**

**(Map)**

# EXHIBIT 'A'

SHEET 2 OF 2 SHEETS

E. SHAW AVE.



## 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

### FIRE STATION 6

A portion of APN 555-031-03

The West 215.00 feet of the South 600.00 feet  
of the Northeast Quarter of the Northwest Quarter of  
Section 13, Township 13 South, Range 21 East, M.D.  
B. & M., in the City of Clovis, County of Fresno,  
State of California.

File: 117165 FS.DWG

Drawn By: RKG

Date: 10/10/2017

Rev 1:

SCALE AS SHOWN

SHEET 2 OF 2



**Exhibit C**

**(Title Report)**



*First American Title*

## First American Title Company

7010 North Palm Avenue  
Fresno, CA 93650

Order Number: 1004-5621312 ( )

Escrow Officer: Christine Gray  
Phone: (559)230-8330  
Fax No.: (866)531-9890  
E-Mail: csgrey@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: City of Clovis  
Property: 3640 East Shaw Avenue  
Clovis, CA 93619

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.



Dated as of January 11, 2018 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

The Mennonite Foundation, Inc., an Indiana not-for-profit corporation, as trustee of the Edward J. and Margaret Neufeld Charitable Remainder Unitrust, established September 17, 2001, as to an undivided thirty-five percent (30%) interest; Philip Glenn Neufeld, trustee of The Edward J. Neufeld Survivor's Trust, a sub-trust of The Neufeld Family Trust of 1987 created upon the death of Margaret Neufeld on October 9, 2012, as to an undivided thirty-five percent (35%) interest, and Philip Glenn Neufeld, trustee of The Margaret Neufeld Residual Trust, a sub-trust of The Neufeld Family Trust of 1987 created upon the death of Margaret Neufeld on October 9, 2012, as to an undivided thirty-five percent (35%) interest

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$3,045.30, PAID
Penalty:	\$0.00
Second Installment:	\$3,045.30, OPEN
Penalty:	\$0.00
Tax Rate Area:	001-159
A. P. No.:	555-031-03
3. Taxes and assessments, if any, of the FRESNO IRRIGATION District.
4. The effect of an instrument entitled "Before the Board of Directors of the Fresno Metropolitan Flood Control District Resolution Providing for the Recordation of a Map Identifying Areas Subject to Payment of Drainage Fees and/or Requirements to Construct Planned Local Drainage Facilities",

executed by Fresno Metropolitan Flood Control District and City of Fresno, recorded July 31, 1995 as Instrument No. 95092128 of Official Records.

5. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
6. An easement for CANAL AND BRANCHES and incidental purposes, recorded in Book J of Deeds, Page 36.  
In Favor of: FRESNO CANAL AND IRRIGATION COMPANY  
Affects: THE ROUTE OR LOCATION OF SAID EASEMENT  
CANNOT BE DETERMINED FROM THE RECORD
7. An easement for ROAD PURPOSES and incidental purposes, recorded November 15, 1921 as BOOK 140, PAGE 388 of Official Records.  
In Favor of: COUNTY OF FRESNO  
Affects: THE NORTH 20 FEET
8. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded February 27, 1975 as BOOK 6402, PAGE 614 of Official Records.
9. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
10. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
11. Water rights, claims or title to water, whether or not shown by the public records.
12. Rights of parties in possession.

**Prior to the issuance of any policy of title insurance, the Company will require:**

13. With respect to THE MENNONITE FOUNDATION, INC., a corporation:
  - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
  - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
14. With respect to the trust referred to in the vesting:
  - a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
  - b. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
  - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.



<b>INFORMATIONAL NOTES</b>
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Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) COMMERCIAL STRUCTURE known as 3640 EAST SHAW AVENUE, CLOVIS, CALIFORNIA.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

3. We find no open deeds of trust. Escrow please confirm before closing.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

**LEGAL DESCRIPTION**

Real property in the City of Clovis, County of Fresno, State of California, described as follows:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13,  
TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF  
FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 555-031-03

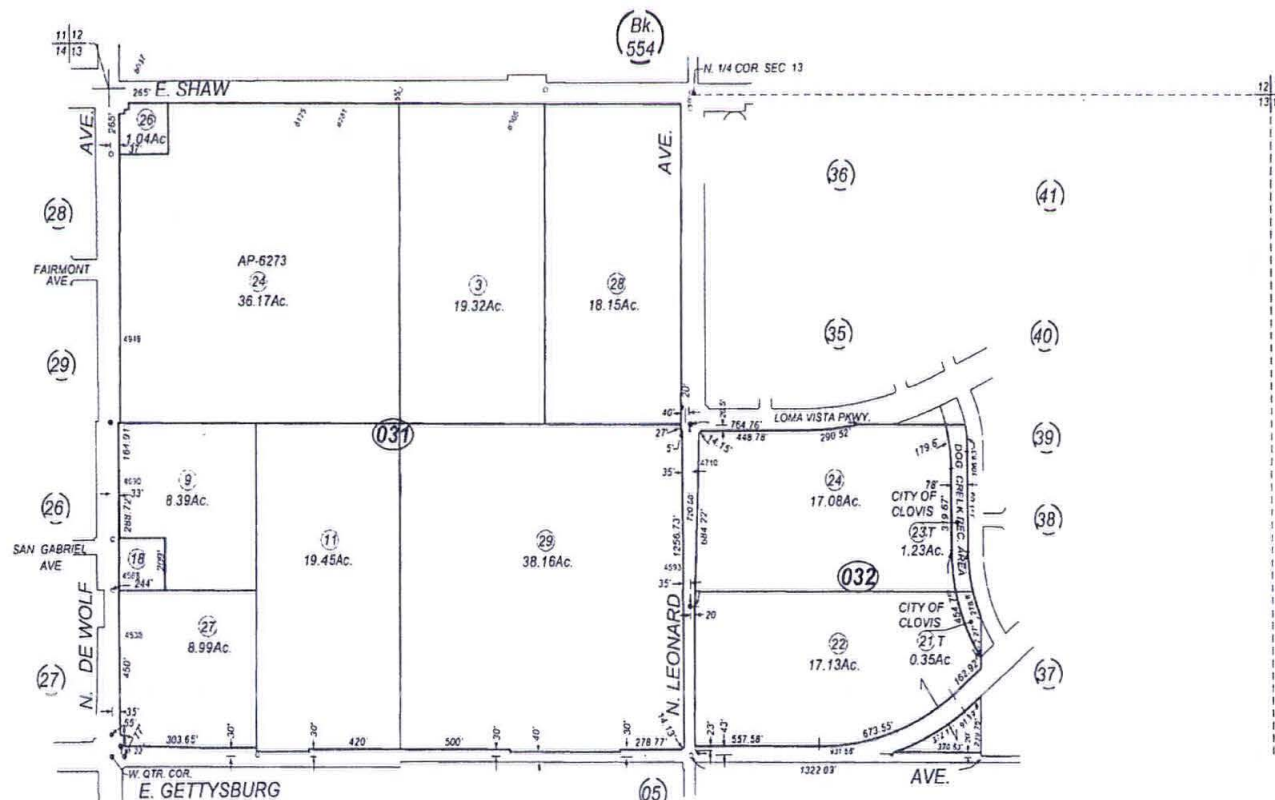


SUBDIVIDED LAND IN POR. SEC. 13, T. 13 S., R. 21 E., M.D.B.&M.

Tax Rate Area  
1-159

555-03

-NOTE-  
This map is for Assessment purposes only.  
It is not to be construed as portraying legal  
ownership or divisions of land for purposes  
of zoning or subdivision law.



Agricultural Preserve

Assessor's Map Bk. 555 - Pg. 03  
County of Fresno, Calif.

Note - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

4/11/2017

***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.



**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA STANDARD COVERAGE POLICY – 1990**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)**  
**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;

- d. improvements on the Land;
- e. land division; and
- f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

#### **LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

#### **2006 ALTA LOAN POLICY (06-17-06)**

##### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;



- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

##### [PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

##### PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

#### 2006 ALTA OWNER'S POLICY (06-17-06)

##### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;



- (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

##### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the



Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.





# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: March 12, 2018

SUBJECT: Approval – Final Acceptance for Tract 6098, located at the southwest corner of Ashlan and Leonard Avenues (McCaffrey Homes).

ATTACHMENT: (A) Vicinity Map

### CONFLICT OF INTEREST

None

### RECOMMENDATION

1. Accept the public improvements for Tract 6098, and authorize recording of the Notice of Completion; and
2. Authorize release of the Performance Surety immediately and then release of the Labor and Materials Surety ninety (90) days after the recordation of the Notice of Completion, provided no liens have been filed; and release of Public Improvements Maintenance Surety upon the expiration of the one-year warranty period, and provided any defective work has been repaired to the City's satisfaction.

### EXECUTIVE SUMMARY

The owner, Ashlan/DeWolf No. 1, LP (The McCaffrey Group), has requested final acceptance of the public improvements constructed or installed in conjunction with this tract. The public improvements include all those shown on the subdivision improvement plans approved by the City Engineer. The construction or installation of the public improvements

is complete. The owner has requested final acceptance. Staff is recommending approval of their request.

### **FISCAL IMPACT**

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


### **REASON FOR RECOMMENDATION**

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

### **ACTIONS FOLLOWING APPROVAL**

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

Prepared by: Gene Abella, Assistant Engineer

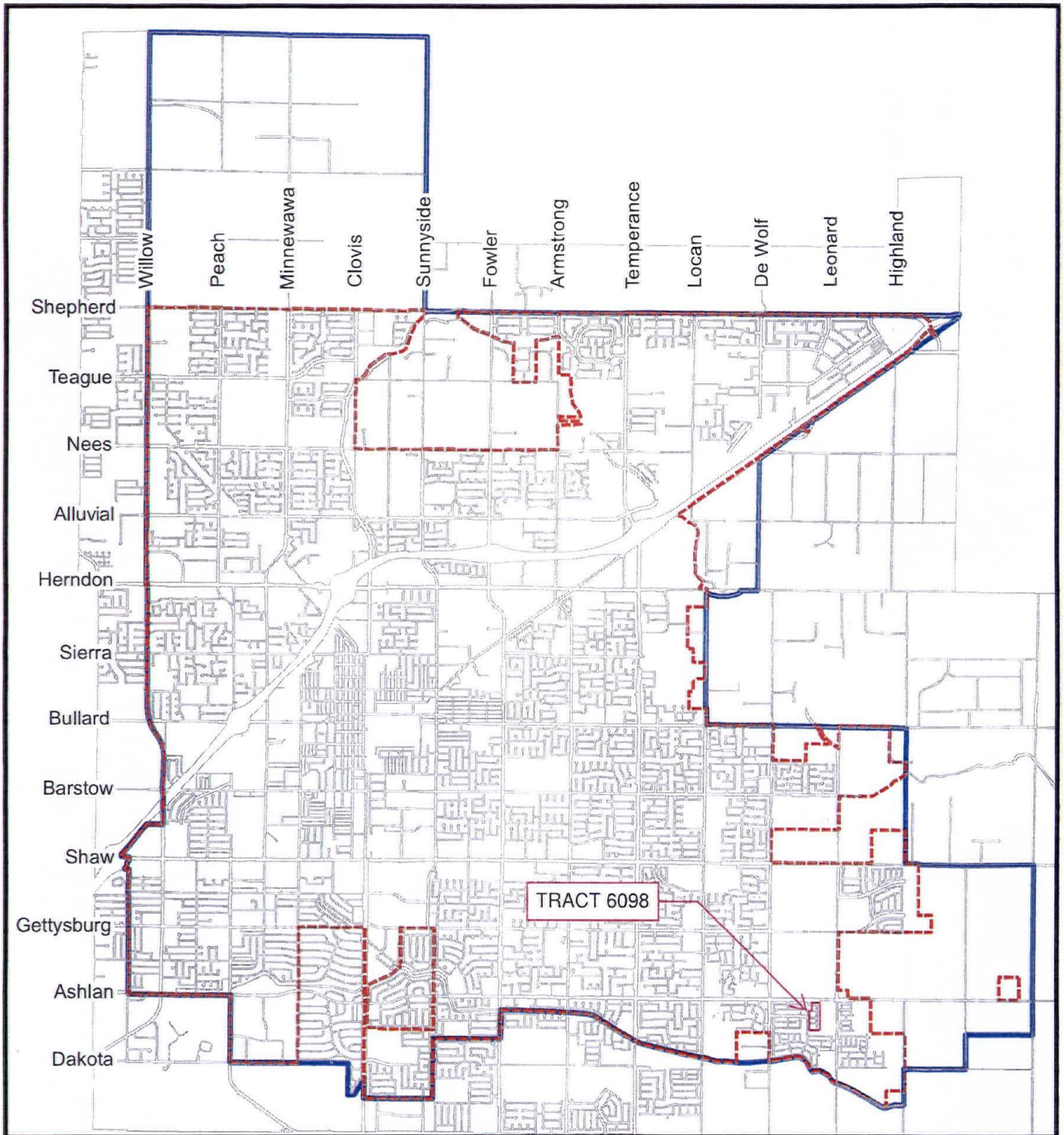
Submitted by:   
Michael Harrison  
City Engineer

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



# VICINITY MAP

TRACT 6098



## ATTACHMENT A




 CITY LIMITS  SPHERE OF INFLUENCE

March 2, 2018

Prepared By: Gene Abella



AGENDA ITEM NO: **CC-F-4**  
City Manager: 

# **CITY of CLOVIS**

## **REPORT TO THE CITY COUNCIL**

**TO:** Mayor and City Council

**FROM:** Planning and Development Services Department

**DATE:** March 12, 2018

**SUBJECT:** Approval – Res. 18-\_\_\_\_, Annexation of Miscellaneous Properties to the Landscape Maintenance District No. 1.

**ATTACHMENT:** Attachment A - Res. 18-\_\_\_\_

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

For the City Council to approve Resolution 18-\_\_\_\_ approving annexation of miscellaneous properties into City of Clovis Landscape Maintenance District No. 1 (LMD No.1).

### **EXECUTIVE SUMMARY**

The developers / property owners of the properties listed in Exhibit "A" have submitted executed landscape maintenance covenants, copies of which are on file with the City Clerk, indicating consent to annexation of the subject property into the City of Clovis Landscape Maintenance District No. 1. This action will annex each of these properties into the Landscape Maintenance District so that they can be assessed for maintenance costs within their respective areas.

### **BACKGROUND**

Council formed the original district on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks. These properties are being brought to Council for annexation to the district as a group rather than separately in an effort to conserve staff resources and Council's time. Under the provisions of the Landscaping and Lighting Act of 1972, if all of the



owners of property proposed for annexation provide written consent to annexation, then noticing, hearing, and filing of an Engineer's Report is not required.

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 not add any landscaped areas but will incrementally increase maintenance revenue through annual assessments from the annexed properties. Current year to date status of landscape maintenance district facilities is as follows:

	<u>Various LMD's Under Consideration</u>	<u>Year to Date</u>
LMD Landscaping added:	0.00 acres	7.140 acres
Resource needs added:	0.00 person	0.714 person

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

### **REASON FOR RECOMMENDATION**

The property owners for the miscellaneous properties have requested or consented to annexation into the City of Clovis LMD No. 1.

### **ACTIONS FOLLOWING APPROVAL**

The miscellaneous properties shall become a part of the City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.


Prepared by: Hien Ma, Engineering Technician

Submit by:



Michael Harrison  
City Engineer

Recommended by:



Dwight Kroll, AICP  
Director of Planning and  
Development Services

## RESOLUTION 18-

### 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 developments 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 March 12, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

\_\_\_\_\_  
Mayor

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

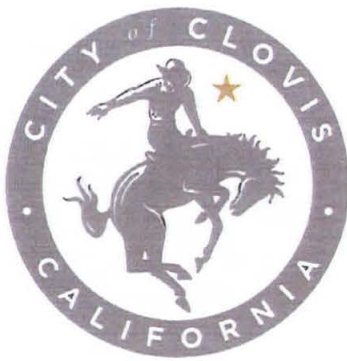
**ATTACHMENT "A"**



## EXHIBIT "A"

**Miscellaneous properties to be added to the Landscape Maintenance District No. 1 of the City of Clovis:**

	<b>Project Number</b>	<b>Address</b>	<b>Developer/Owner</b>
1	Parcel Map 2014-06	1345 Magill Avenue	Stock Five Holdings, LLC
2	Parcel Map 2016-01	2410 N. DeWolf Avenue	Roma Development, LP
3	SPR 2002-012A	340 W. Fir Avenue	Timdon Properties II, LLC
4	SPR 2016-013	2497 Herndon Ave	Herndon Temperance, LLC
5	SPR 2017-001	NEC Bullard & Temperance Avenues	Sunnyhills – Clovis, LP
6	SPR 2017-004	410 Park Creek Drive	Russell F. & Donna J. Taylor
7	SPR 2017-007	425 Spruce Avenue	Robert L & Claire W. Davidson
8	SPR 2017-008	250 Villa Avenue	Vanik Pogosyan & Anna Gevorkyan
9	SPR 2017-010	405 Park Creek Drive	Dan & Joey Properties, LLC
10	2633 Griffith Ave	2633 Griffith Avenue	Jeffrey David & Susan Jane Tweedie



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

City Manager: \_\_\_\_\_

# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

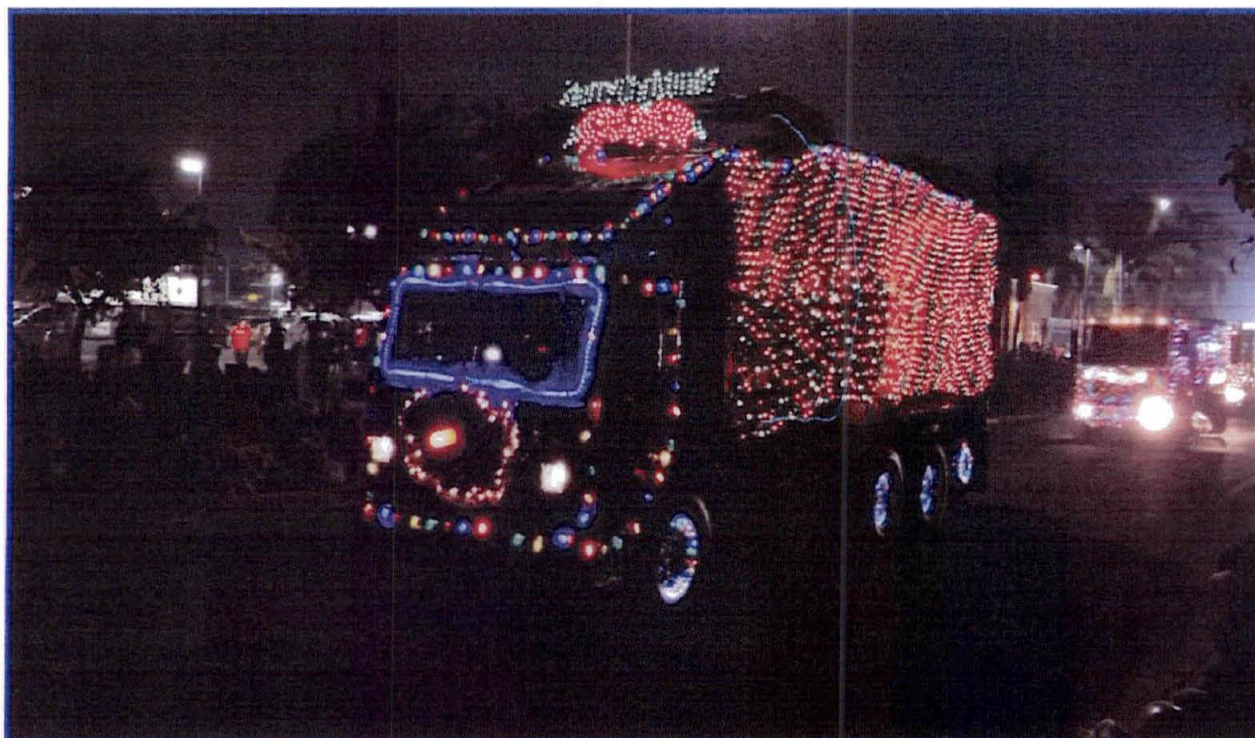
DATE: March 12, 2018

SUBJECT: Receive and File - Public Utilities Monthly Report for December 2017



Senior Sanitation Operator Sal Rizo drove this decorated refuse truck in the annual Old Town Clovis Kiwanis Children's Electric Christmas Parade on December 2nd.

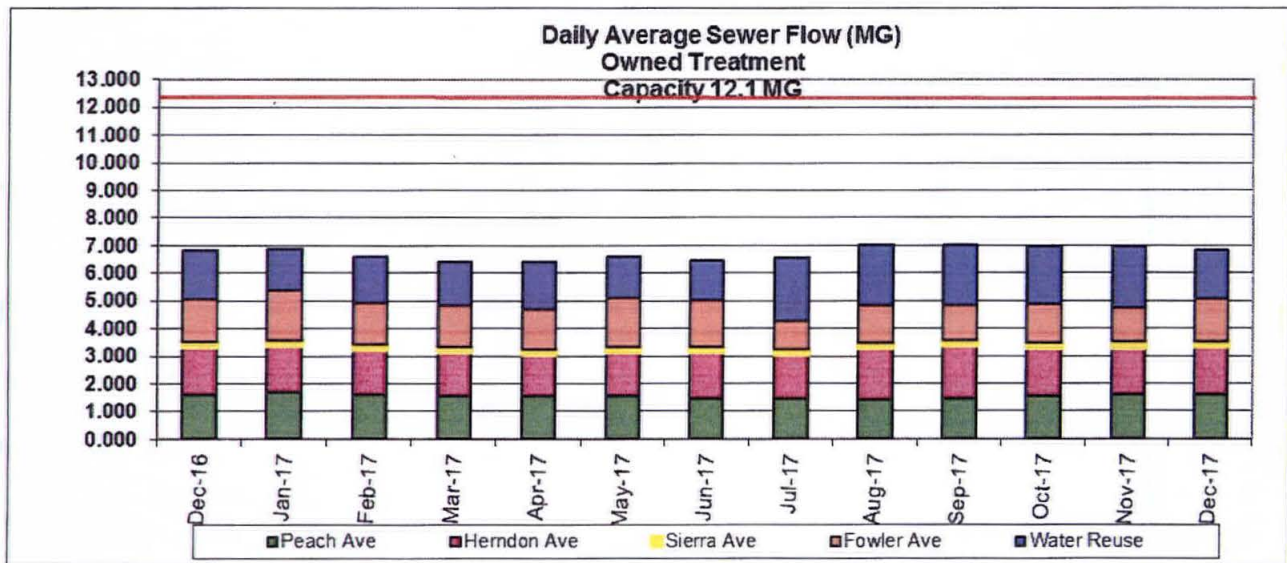






### Sewer Flow

	Total Flow in Million Gallons in December		Average Daily Flow in Million Gallons		Owned Treatment Capacity in Million Gallons
	2017	2016	2017	2016	
Peach Avenue	33.972	49.810	1.096	1.607	3.0
Herndon Avenue	51.515	52.730	1.662	1.701	2.8
Sierra Avenue	6.605	6.353	0.213	0.205	0.5
Fowler Avenue	31.737	48.011	1.024	1.549	3.0
Water Reuse	76.125	54.637	<u>2.456</u>	<u>1.763</u>	<u>2.8</u>
<b>TOTAL</b>			<b>6.451</b>	<b>6.825</b>	<b>12.1</b>



### Storm Drain Maintenance

Summary of Activities	December 2017	December 2016	December 2015
Number of storms this month	1	6	6
Total rainfall this month (inches)	0.04	2.51	2.97
Rainfall to date (inches)	0.57	4.56	5.75



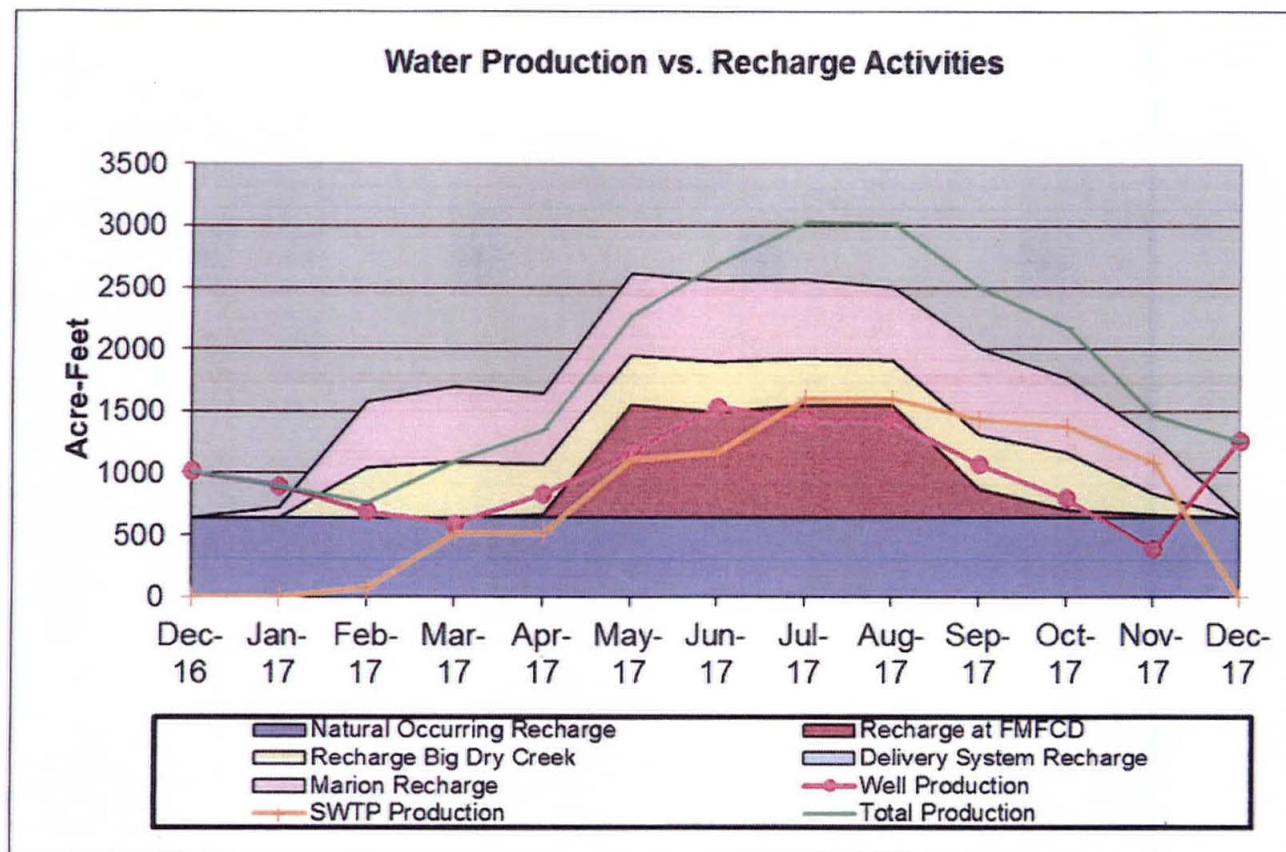
### New safety equipment for water utilities



The Water section recently purchased a shoring end kit to better protect employees working in utility trenches. This attachment provides protection from a potential collapse at the trench end. It is also handy where excavation space is limited such as working in streets while trying to maintain traffic flow. The end kit attaches to shoring equipment currently used by the section.

	This Month	Calendar Year to date
Recharge at FMFCD Basins (Acre Feet)	0	3,930
Recharge Upstream in Big Dry Creek (Acre Feet)	0	3,872
Marion Recharge per FID (Acre Feet)	22	6,095
Delivery System Recharge	0	0
Total Artificial Recharge (Acre Feet)	22	13,897
Natural Recharge	642	7,700
Total Well Production (Acre Feet)	1,259	12,009
Treatment Plant Production (Acre Feet)	0	10,470





Summary of Activities	2017	Year to Date	2016	Year to Date	2015	Year to Date
SWTP production (mg)	0	3411.270	0	2550.072	104.354	2554.290
Well production (mg)	410.168	3912.669	330.655	4330.015	192.143	3971.950
Total water production (mg)	410.168	7323.939	330.655	6880.087	296.497	6526.240
Daily average	13.231	20.066	10.666	18.798	9.883	17.880
Days between readings	31	365	31	366	31	365





AGENDA ITEM NO: **1-A-1**  
City Manager: LS

## CITY of CLOVIS

### REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
FROM: Fire Department  
DATE: March 12, 2018  
SUBJECT: Receive and File – Fire Department 2017 Annual Report.  
ATTACHMENTS: Fire Department 2017 Annual Report

#### **CONFLICT OF INTEREST**

None

#### **RECOMMENDATION**

Receive and File the Fire Department 2017 Annual Report.

#### **EXECUTIVE SUMMARY**

See the attached report.

#### **BACKGROUND**

See the attached report.

#### **FISCAL IMPACT**

None

#### **REASON FOR RECOMMENDATION**

Fire annual report of Clovis Fire Department activity for 2017.

#### **ACTIONS FOLLOWING APPROVAL**

Receive and File.

Prepared by: John Binaski, Fire Chief

Submitted by: JB John Binaski, Fire Chief



# Clovis Fire Department



ANNUAL REPORT  
2017



## **CITY OFFICIALS**

**Bob Whalen, Mayor**

**Drew Bessinger, Mayor Pro Tem**

**Lynne Ashbeck, Council Member**

**Jose Flores, Council Member**

**Vong Mouanoutoua, Council Member**

**Luke Serpa, City Manager**

## **COMMAND STAFF**

**John Binaski, Fire Chief**

**Jim Damico, Battalion Chief**

**Jason Ralls, Battalion Chief**

**Bret Black, Battalion Chief**

**Anthony Gomes, Administrative Battalion Chief**

**Chad Fitzgerald, Life Safety Manager**

## **PREPARED BY**

**Katie Krahn, Principal Office Assistant**



## Our Mission

The Mission of the Clovis Fire Department is to provide for the fire and life safety of the community in the most professional, courteous, and efficient manner possible.

### **Prevent Harm**

- *To our Community*
- *To our Firefighters*
- *To our Environment*

### **Be Professional**

- *In our Appearance*
- *In our Performance*
- *In our Reputation*

### **Use Resources Wisely**

- *With our Budget*
- *With our Time*
- *With our People*

## Our Vision

The Clovis Fire Department is dedicated to serving the people of our community and we will work to continue to exceed community expectations. We will provide leadership locally, regionally, and nationally. We will establish and strengthen partnerships and cooperate with allied agencies to enhance our service. We will provide the best service possible within the fiscal opportunities available. We will exercise foresight in planning, preparing, and auditing for the safety and well-being of the community. We will promote confidence, trust, and self-reliance through personal and professional growth. We will support our workforce to maintain a healthy lifestyle and perform duties in a safe and responsible manner.

## Our Values

We Value the Clovis Way of Life Through...

<b>Teamwork</b>	Empowerment of our personnel to provide quality customer service
<b>Traditions</b>	Remembering the past
<b>Innovation</b>	Always seeking to acquire knowledge and skill
<b>Integrity</b>	Adherence to moral and ethical principles
<b>Honor</b>	Integrity in one's beliefs and actions
<b>Respect</b>	Deference to the rights or opinions of others
<b>Creativity</b>	Transcending traditional ideas or patterns to create meaningful new ideas
<b>Courage</b>	Facing difficulty without fear





# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

## Table of Contents

MISSION, VISION AND MOTTO .....	3
MESSAGE FROM THE CHIEF .....	5
ADMINISTRATION.....	7
OPERATIONS .....	9
RESPONSE STATISTICS.....	11
STATION 6 .....	14
FACILITIES .....	15
APPARATUS .....	19
TRAINING .....	22
SPECIAL TEAMS .....	24
LIFE SAFETY & ENFORCEMENT.....	25
ORGANIZATIONAL CHART .....	29
TRANSITIONS & AWARDS .....	30
ACCREDITATION PERFORMANCE .....	31
FIVE YEAR CAPITAL NEEDS .....	32



## MESSAGE FROM THE CHIEF



I am honored and humbled to serve as the Fire Chief of an amazing organization with a proven track record of success. On behalf of the men and women of the Clovis Fire Department, it is my pleasure to share with you the City of Clovis Fire Department's 2017 Annual Report. This document is the Fire Department's way of communicating to our elected officials, our cooperating fire agencies, and most importantly, our customers. This report is a compilation of our most significant accomplishments over the last year, the quantity and quality of service we provide, and future challenges we face over the next couple of years.

In 2017, the Fire Department responded to a record number of Out of County assignments for wildland and Urban Search and Rescue. As growth continues in the east of the city the Fire Department is seeing longer total response times and an increase in service demands from the citizens of Clovis. This increase is not sustainable based on future growth predictions and the desire to develop the northwest without improvements to our service delivery capabilities. Our firefighters continue to provide the best public safety service possible with great pride in the City and the organization. They are truly our greatest asset and I thank them for all they do to serve our community.

We have many great accomplishments to report and one of the primary reasons for such success is teamwork. Teamwork between the firefighters, City staff, our elected officials, and most importantly, our community members is what makes us a very successful fire department.

### **Accomplishments for 2017 are:**

- We have continued to be one of only nine accredited fire agencies within the State of California and have maintained an Insurance Services Office rating of Class 2 that exceeds a majority of our surrounding fire agencies.
- The Department replaced its Urban Search and Rescue apparatus with a new state of the art vehicle. The previous vehicle was over 30 years old and was not able to house all of the required equipment for a Type 1 USAR Team.
- Survival rates for patients suffering from a major heart attack continue to improve from a low of 9% and a three-year improvement to an average of 30%. This is the result of enhanced CPR techniques by emergency responders and early bystander hands-only CPR utilization.
- Achieved certification as an Accredited Local Academy from California State Fire Training so the Department will be able to complete required certification testing for Firefighter I and II.
- Department personnel assisted with an unprecedented amount of mutual aid support to State and Federal agencies due to the increased frequency and magnitude of wildland fires.
- Fire loss for 2017 was \$2.8 million, which is below the Department's goal of under \$3 million. This is directly related to the efforts of fire prevention, public education, fire sprinklers (both residential and commercial), and the great work of our firefighters.





## MESSAGE FROM THE CHIEF

### Accomplishments for 2017:

- Worked with the Central California Emergency Medical Service Agency to improve Advanced Life Support (ALS) service delivery within the City of Clovis. In the 2018 five-year Exclusive Operating Area Agreement for ambulance transport, the response time performance for the City of Clovis will be its own performance area. This should result in faster ALS response times and improved service to our citizens with no additional cost to the taxpayers.
- The Fire Department is still below the regional average of \$140 "cost per capita". Currently we are at \$131, 12% below that of our comparable cities, while still maintaining service levels.
- We continue to maintain a high citizen satisfaction rating of 98%.

### Goals and Challenges for 2018 are:

- Call volume and population continues to increase year after year. This was the first year the Fire Department had experienced a significant increase in response times. The Department has an approved standard of the first-due fire unit arriving within 6:30 minutes. In 2017, our time to arrival performance dropped to 84% (6:54 at 90%).
- Managing past and future growth areas while recognizing the small increase in additional General Fund Revenue to support expansion of public safety.
- Purchase the property and start architectural design for a new Fire Station 6 in the Loma Vista Area (South of Bullard/East of Locan).
- Improve the current site for Logistics including ADA bathrooms and more ergonomics for better function.
- Complete the process for our five-year accreditation renewal.
- Improve the Fire Training Center with ADA bathrooms, showers, and enhanced fire props.

On behalf of the men and women of the Clovis Fire Department, thank you for your support as we serve our community.

John Binaski, Fire Chief





## MEASURING PERFORMANCE

The Clovis Fire Department recognizes that service to the community is sometimes difficult to measure and that the value of the services we provide must excel in contrast to the cost of operating. The Department relies on a number of data sources and indicators to measure performance. The following list of performance measures are only a sample of the high-level indicators used to determine effectiveness and efficiency in a number of service delivery areas including emergency response. For the first time since being an accredited agency, the data shows that the Department is not meeting or exceeding its response time goals. This is the result of significant residential growth over the last 15 years without adding additional personnel or resources.

### EMERGENCY RESPONSE SERVICE LEVEL BASELINES

**Response Goal 1: First Unit Arrival—Total Response Time - EMS  
= 6 Minutes & 30 Seconds at 90% and not less than 80%**

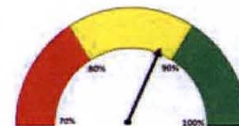
**Response Goal 2: First Unit Arrival —Total Response Time - MVA /  
= 7 Minutes at 90% and not less than 80% Rescue**

**Response Goal 3: First Unit Arrival—Total Response Time - Fire  
= 7 Minutes at 90% and not less than 80%**

**Response Goal 4: Effective Response Force (16 to 19 Firefighters)-  
Fire = 10 Minutes & 30 Seconds at 90% and not less than 80%**

### 2017 PERFORMANCE

7:17



7:24



6:00



10:18



### SUPPORT ACTIVITIES SERVICE GOALS

**Support Goal 1: Cost/Per Capita**

(Annual Budget (- OES Rev/Exp) ÷ Population Served)  
**= Below \$140** (City Comparison: Chico, Davis, Lodi, Manteca, Merced, Roseville, Turlock, Visalia)

**Support Goal 2: Insurance Services Office Rating**

**= Class 3 or Better** (Class 2 or 1)

**Support Goal 3: Property Loss**

**= Keep property loss due to fire below 5-year average (\$2.4 Million)**

### 2017 PERFORMANCE

\$131

Class 2

\$2.8 Million





# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

## Administration

### MEASURING PERFORMANCE

#### SUPPORT ACTIVITIES SERVICE GOALS

#### 2017 PERFORMANCE

**Support Goal 4: Citizen Satisfaction Survey Score**  
**= 90% or Better**

98%

**Support Goal 5: Firefighter Injury Rate**  
**Less than 16 Reportable Injuries**

7

**Support Goal 6: Total Injury Claim Costs**  
**= \$150,000 or Lower**

\$118,457

**Support Goal 7: Accreditation Status Through CPSE**  
**= Maintain**

Maintained

#### FIRE AND LIFE SAFETY BUREAU GOALS

#### 2017 PERFORMANCE

**Fire and Life Safety Goal 1:**  
**=Return 100% of all fire protection system plans for permit issuance within ten days of submittal and building plans for permit issuance within ten days of submittal and provide inspections within 24 hours of request.**

Completed at  
90%

**Fire and Life Safety Goal 2:**  
**= Ensure all plan checks are completed within ten days 90% of the time.**

Completed at  
90%

**Fire and Life Safety Goal 3:**  
**= Approve 90% of projects within three (3) plan checks.**

Completed at  
90%

**Fire and Life Safety Goal 4:**  
**= Investigate 100% of all fires reported.**

Completed at  
100%

**Fire and Life Safety Goal 5:**  
**= Clear 90% of all fire investigation cases within one year.**

Completed at  
92%





## OVERVIEW

The Operations Division is responsible for delivering emergency services to those citizens who live, work and visit the City of Clovis. The Operations Division responds to all calls for emergency services including: incidents involving fires, emergency medical services, technical rescue and release of hazardous materials. Mutual/Auto Aid responses are provided to surrounding fire departments via agreements. The Clovis Fire Department is staffed 24 hours per day 365 days per year. This is accomplished by a three-shift schedule (A, B, C) spread amongst five fire stations strategically located throughout the City to provide the best service possible to the community. Each shift is comprised of one (1) Battalion Chief, five (5) Captains, five (5) Engineers and five (5) Firefighters. This is the same deployment and number of sworn personnel we have had in place since 2006.

## SIGNIFICANT EVENTS

During 2017, the Fire Department responded to an increased number of fires located in commercial or retail occupancies, compared to previous years. Fires still pose a significant threat to our residents and visitors. Fires in commercial properties can potentially reduce City revenues from both property and sales tax. In addition to life safety, this is another benefit to having an effective fire department.

**1059 Hoblitt Ave.  
September 6, 2017**



- May 25, 2017 at 1:55 am, structure fire at 1700 Sunnyside with a reported person trapped in a burning apartment. Upon arrival, fire units found a downstairs apartment with heavy fire lapping up to the second story. Unfortunately, this was a fatal fire.

Fire loss estimated at \$420,000

- June 6, 2017 at 5:26 pm, structure fire at 280 W. Alamos Ave #14. This fire was located in an auto body repair shop. This fire brought the business owners attention to good fire prevention practices in buildings not equipped with fire sprinklers.

Fire loss estimated at \$151,000

- September 6, 2017 at 1:48 pm, structure fire at a recycling processing plant located at 1059 Hoblitt Ave. The fire started from sparks while moving pallets of recycled cardboard.

Fire loss estimated at \$60,000





## SIGNIFICANT EVENTS

- October 17, 2017 at 3:35 pm, structure fire at 2055 Peach. This fire was reported in a commercial structure currently occupied, but a renovation was in progress. The fire went unnoticed for a significant period of time before being reported by a passerby.

Fire loss estimated at \$1,079,000

- October 23, 2017 at 5:12 pm, structure fire at 1777 Celeste. This fire started outside on the side of a single-story single family residence and damaged both homes.

Fire loss estimated at \$200,000



**2055 Peach  
October 17, 2017**

After reviewing fire incidents for 2017, fires in residential living units still account for a majority of our reported fires, but the largest dollar losses are related to commercial or retail occupancies. The Department saw a significant increase in commercial occupancy fires in 2017.

### 2017 Call Volume By Type

<b>Incident Type</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>3-Year Average</b>
Emergency Medical	6,185	5,925	5821	5,977
Good Intent/Service Call	2,406	2,185	2253	2,281
Fire	388	441	421	417
Hazardous Materials/Condition	195	181	147	174
Rescues & Vehicle Accidents	518	489	538	515
False Alarm & False Call	560	592	604	585
<b>TOTAL</b>	<b>10,252</b>	<b>9,813</b>	<b>9,784</b>	<b>9,950</b>





# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

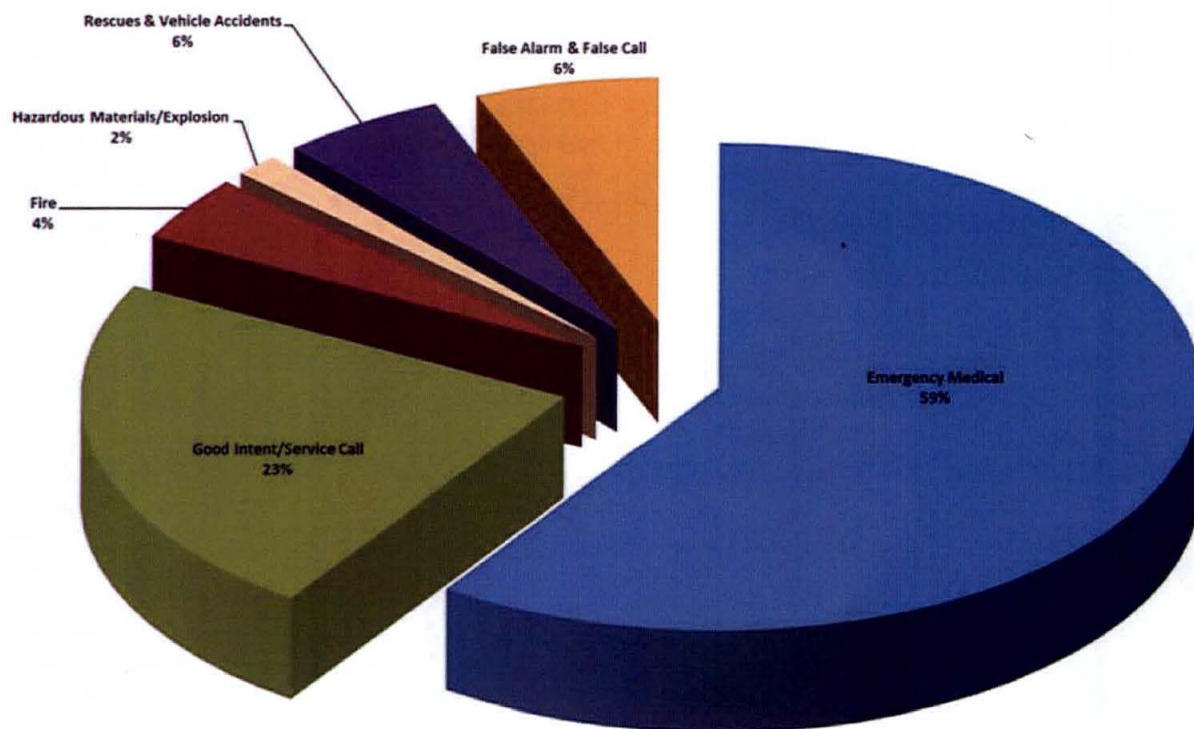
2017

## Response Statistics

### Mutual Aid Incidents

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>3-Year Average</u>
Fresno County - Received	295	273	272	280
Fresno County - Provided	335	276	285	299
Fresno City - Received	271	310	250	244
Fresno City - Provided	808	867	657	777
OES - Provided	30	41	74	48

### 2017 Call Volume by Type



This chart illustrates the breakdown of call types for the year. **Emergency medical service calls make up approximately 60% of our call volume** when looking at call type. If we look at workload, EMS is closer to 50% of the workload; meaning how hours are spent on each type of emergency incident. When citizens run across a problem they don't inherently know how to solve or who else to call, they traditionally resort to calling the fire department. Good intent/service calls include minor emergencies such as a burst water pipe, smoke from a legal outdoor fire source that is mistaken to be a structure fire, trees and/or power lines down due to storm damage, controlled vehicle lock out with a child inside, and to assist a citizen after a fall to the floor.

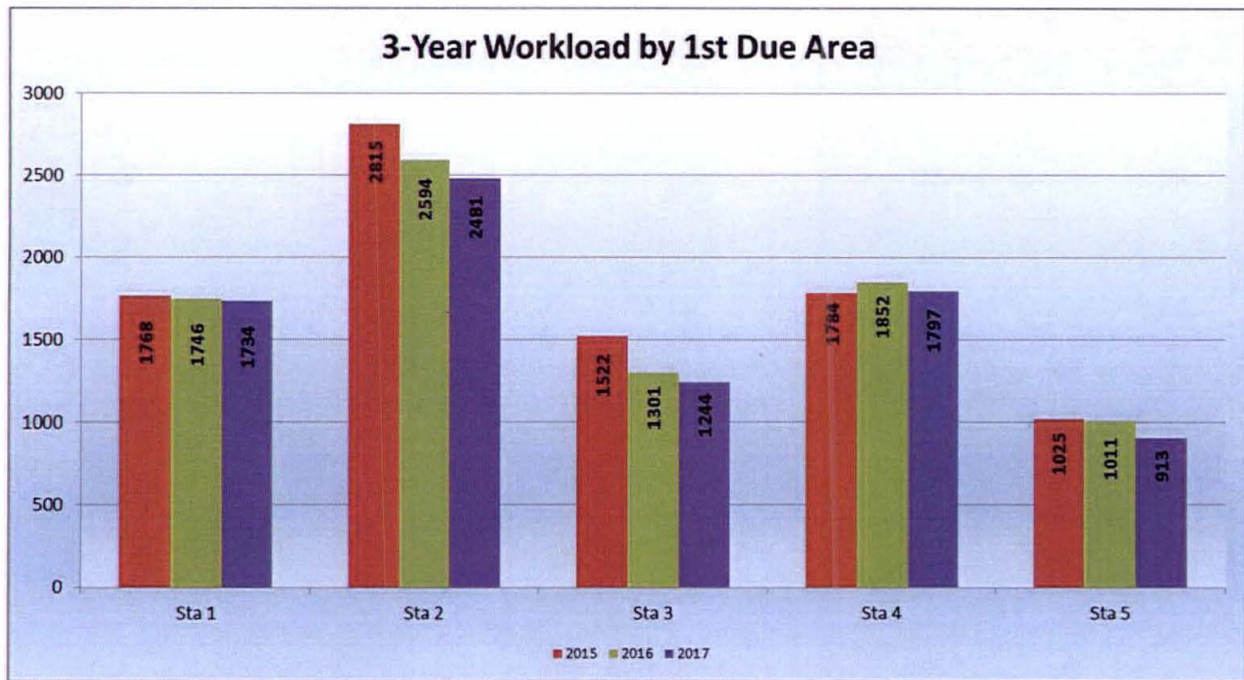




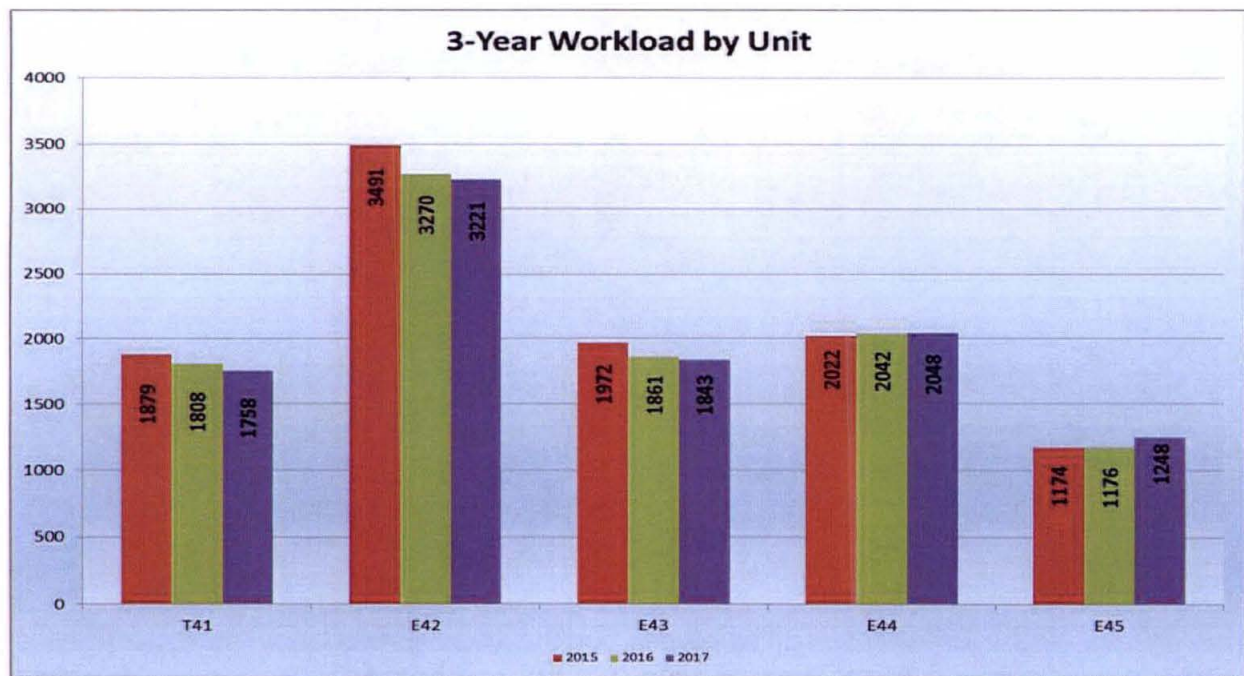
# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

## Response Statistics



This graph illustrates the demand for emergency services by fire station district. Fire Station 2 in the southwest area of the City, is historically the most active.



In contrast to the number of calls for service received by each fire station district, this graph shows actual number of runs made by each unit, as some types of calls require multiple units to respond, such as structure fires. Reliability of units will drop noticeably once the workload reaches closer to 4,000 runs per year assuming they follow a normal distribution pattern. ICMA and IAFF have determined when a fire unit is committed to emergency response between 25% and 30% of a 24-hour shift it is at the unit's maximum efficiency.

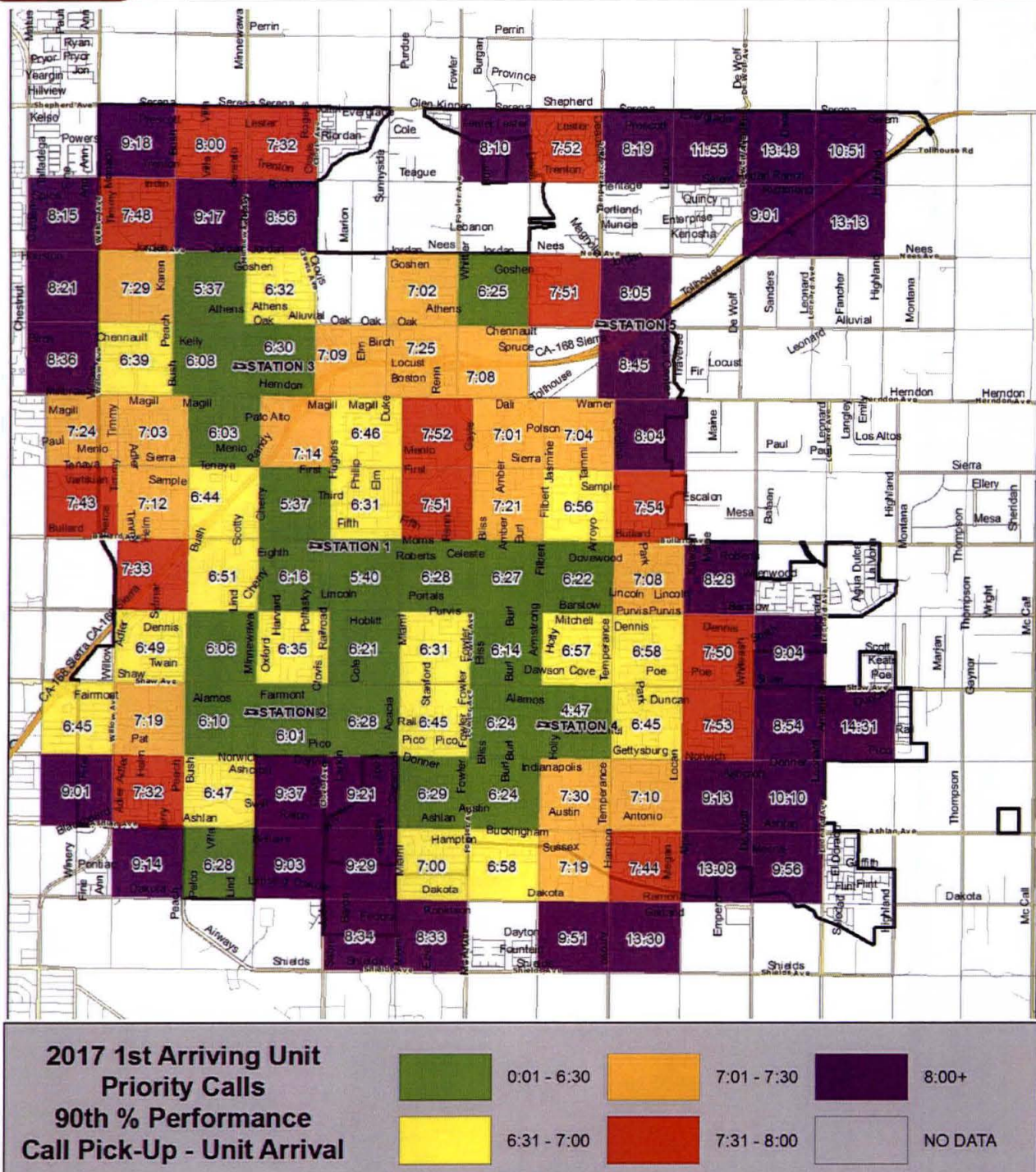




# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

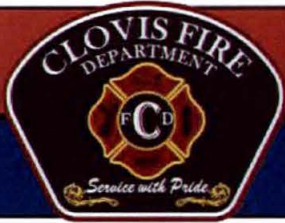
2017

## Total Response Time Performance



Areas colored red and purple reflect areas where response times are the longest. This is primarily due to either travel distance from a fire station (i.e., Station 4 traveling to Clovis East High School), a street network not yet finished (Harlan Ranch), or narrow streets/access that lowers fire apparatus speed (i.e., mobile home parks, Deauville Estates, Barclay Estates, European Park, etc.). The outlying peripheral areas are the biggest challenge in terms of response time performance over time. Almost all fire agencies will have peripheral areas with longer response times so the presence of red and purple is not uncommon, but the amount of area indicated by red and purple has grown significantly in 2017.





# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

## Station 6

With continued growth in the Southeast, the service area for Station 4 has stretched significantly in geography, population density, and call volume. Since 2014, single family homes have increased 25% and calls for service have risen 74%. Using these measures, along with the actual response times, the Department has developed a first-due response area for Station 6. The table below illustrates the number of single family residences has increased over the last three years, which correlates to an increase in call volume. The past practice for the City of Clovis is to open a fire station when calls for service to that area are approximately 500 or more per year. Using this as the Department's benchmark, we are currently working on land acquisition, station build-out, and staffing to open Station 6 by July 2021. This will ensure residents continue to receive the service levels adopted by Council.

	2014	2015	2016	2017
Single Family Homes	1,860	2,153	2,791	3,349
Calls for Service	187	278	326	371
Total Response Time	7:59	7:49	8:04	9:46







# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

## Fire Facilities

Clovis Fire Department facilities are part of the City's critical infrastructure and are positioned throughout the City for which each station serves an approximate population of 20,000 citizens. Stations are staffed 24/7 and also serve as living quarters for assigned personnel. Facility improvements are implemented using the Community Improvement Program (CIP), while maintenance and minor repairs are provided by Facility Maintenance (FM). Although significant investments were made to Fire Department facilities in 2007/2008, paid for with the Voter approved Sales Tax Initiative or Developer Impact Fee, several older buildings are in need of substantial improvements. Currently there are no funding sources allocated for these improvements.

All Fire facilities are inspected monthly for compliance with all regulations as outlined by the City's Risk Management Division. We also participate in the voluntary CAL OSHA program which allows for a compliance inspection of one fire facility annually.

### Ratings:

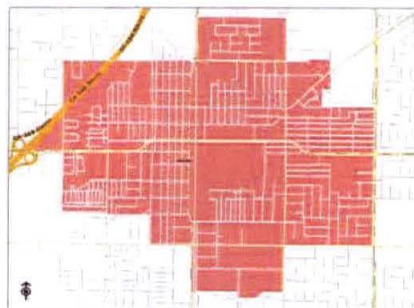
<b>A</b>	Meets current needs of the organization and complies with current applicable regulations (UBC, UFC, ADA, OSHA, etc.)
<b>B</b>	Meets the needs of the organization, but the building needs some ongoing repairs and/or improvements to comply with industry best practices or applicable regulations.
<b>C</b>	Meets the basic needs of the organization, but the building either lacks features needed by assigned personnel or needs significant repairs/improvements to comply with industry best practices or applicable regulations.
<b>D</b>	Substandard facility does meet the needs of the organization, the structure needs significant upgrades to comply with industry best practices and applicable regulations.
<b>F</b>	Facility has major structural issues, emergency crews cannot be assigned.

### Station Analysis:

#### Fire Station 1



633 Pollasky Ave  
Built 2008



First Due Area

**A**

### Improvements made:

- Added video surveillance tied into CPD system, 2017.





# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

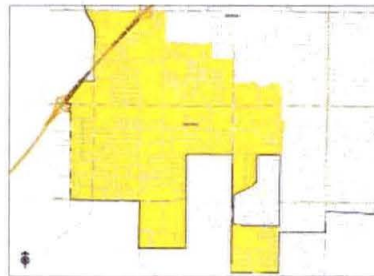
2017

## Fire Facilities

### Fire Station 2



2300 Minnewawa Ave  
Built 1979



First Due Area

D

#### Improvements made:

- Added garage to south end of building, 1995.
- Remodeled dorm into small bedrooms, added two front bedrooms and small ADA bathroom, 2008.
- Solar panels, 2014.
- Low water landscape upgrade, 2015.
- Retrofit new windows, 2017.
- New generator, 2017.
- Replaced concrete driveways, added fencing and gates, 2014 & 2016.

#### Needs:

- Living quarters are substandard and need to be rebuilt in order to meet current codes and needs, which include kitchen update, fire sprinklers, workout room, ADA access, exiting issues, and additional storage.

### Fire Station 3



555 N. Villa Ave.  
Built 1989



First Due Area

C

#### Improvements made:

- Solar panels, 2013.
- New garage doors, 2016.
- New security fence and gate, 2016.
- New generator, 2017.
- Added video surveillance tied into CPD system, 2017.

#### Needs:

- Station needs remodeling, including a workout facility, dining area and additional storage.
- Low water landscaping.



# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

## Fire Facilities

### Fire Station 4



2427 Armstrong Ave  
Built 2000



First Due Area

B

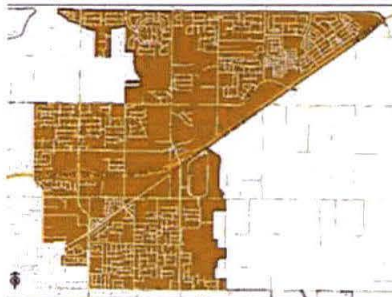
#### Improvements made:

- Solar panels, 2014.
- 2<sup>nd</sup> Floor Gym, 2014.
- Added video surveillance tied into CPD system, 2017.

### Fire Station 5



790 N. Temperance Ave.  
Built 2007



First Due Area

A

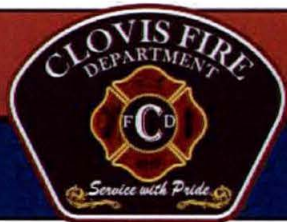
#### Improvements made:

- Solar panels, 2013.
- Added video surveillance tied into CPD system, 2017.

#### Needs:

- Low water landscaping.





## CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

### Fire Facilities

#### Training Center



3455 Lind Ave.

D

##### Improvements made:

- Classrooms and Live Fire Training Prop added, 2008.
- Apartment prop added 2012.
- Added video surveillance tied into CPD system, 2017.

##### Needs:

- Generator, in process for 2018.
- ADA compliant bathrooms with showers. CIP submitted for FY 2018/19, funded by the existing PG&E lease.
- Training Tower is required to comply with training standards for elevated rescue scenarios.

#### Logistics



650 Fowler Ave.

F

Built in 1979 and was the original Fire Station #1. Now functions as the Fire Departments Logistics Center. Current CIP project to renovate interior and address the needs listed below. Estimated completion Spring 2019.

##### Needs:

- Still set up as a fire station and not designed for storage.
- ADA Bathroom with shower and office.





# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

## Fire Apparatus

Clovis Fire Department fire apparatus (4 fire engines and 1 Ladder Truck) are part of the City's emergency response infrastructure and are positioned throughout the City. Five primary apparatus are staffed 24/7 and have a minimum of 3 personnel assigned to each piece of equipment. Apparatus replacement has a continual replacement cycle, with a total life expectancy of 20 years for engines/trucks, and 25 years for specialty apparatus. The Apparatus Committee (Fleet, Finance and Fire Department representatives) meets annually to discuss and review replacement plans for the upcoming budget year. They also discuss future plans for aging apparatus, in an effort to maintain a reliable fleet.

### Ratings:

<b>A</b>	Meets current needs of the organization and complies with current applicable regulations (DOT, NFPA 1901, etc).
<b>B</b>	Meets the needs of the organization, but the apparatus needs some ongoing repairs and/or improvements to comply with industry best practices or applicable regulations.
<b>C</b>	Meets the basic needs of the organization for daily front-line use, but the apparatus either lacks features needed by assigned personnel, or needs significant repairs/improvements to comply with industry best practices (apparatus falls outside of the current edition of NFPA 1901 standard for fire apparatus), or other applicable regulations.
<b>D</b>	Apparatus minimally meets the needs of the organization, the apparatus is used for "reserve" (short term back-up vehicle status) and the apparatus begins to have significant vehicle maintenance costs due to costly repairs near the end of its service life.
<b>F</b>	Sub-standard apparatus does not meet the needs of the organization. The apparatus needs significant upgrades to comply with industry best practices and applicable regulations and the repairs may exceed the value of the apparatus.

Apparatus Projected Life Expectancy			
Grading Scale	Engines	Trucks	Specialty
<b>A</b>	0-5 yrs	0-5 yrs	0-8 yrs
<b>B</b>	6-10 yrs	6-10 yrs	9-15 yrs
<b>C</b>	11-15 yr	11-15 yr	16-20 yrs
<b>D</b>	16-20 yrs	16-20 yrs	21-25 yrs
<b>F</b>	>20 yrs	>20 yrs	>26

Annual Vehicle Cost Split Over 20 Years					
Vehicle Type	Veh. Cost	Equip. Cost	Total Cost	Vehicle Life	Capital Cost per Year of Service
Engine	\$ 689,000	\$ 55,000	\$744,000	20	\$37,200
Truck	\$ 1,198,000	\$ 100,000	\$1,298,000	20	\$64,900





# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

## Fire Apparatus

### Apparatus Analysis:

#### Fire Engines

Engine ID	Pur. Yr.	Age	Vehicle Type	Usage	Grade	Veh. ID
E42	2014	3	Engine	Front-line	A	21070
E242	1996*	21	Engine	Reserve	F	21023
E43	2003	14	Engine	Front-line	C	21027
E243	2000*	17	Engine	Reserve	D	21025
E44	2011	6	Engine	Front-line	B	21031
WT40	2003	14	Engine - Tender	Reserve	C	21026
BE40	2004	15	Engine - Wildland	Reserve	C	BE40
E45	2006	11	Engine	Front-line	C	21029

\*Reserve Engines are assessed for reliability based on historical maintenance records, not just age, to determine which apparatus will be retired from service.







# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

## Fire Apparatus

### Fire Trucks

Truck ID	Pur. Yr.	Age	Vehicle Type	Usage	Grade	Veh. ID
T41	2008	9	Truck	Front-line	B	21030
T241	1998	19	Truck	Reserve	D	21024



### Specialty Apparatus

Specialty ID	Pur. Yr.	Age	Status	Usage	Grade	Veh. ID
R40	2017	0	Specialty (Rescue)	Reserve	A	21015
HM40	2005	12	Specialty (Haz-Mat)	Reserve	B	21028







# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

## Training

The Clovis Fire Department Training Division continues to provide quality, current, and essential training to all Department personnel. Our fundamental operational competencies center on best industry practice. Those practices are delivered consistently to all members by the Training Division. Consistent knowledge transfer within the Clovis Fire Department is vital to ensure effective training program management and effective incident mitigation.

The Training Division currently identifies training activities in three functions: Division Training, In-Service Training and Professional Development. Division Training incorporates subject matter required by NFPA, applicable governance statutes and policies as well as recurring subject matter to ensure personnel performance meets or exceeds the Department's adopted standards. In-Service Training is scheduled in addition to Division Training on a monthly basis in order to provide front line supervisors with the ability to evaluate the basic skill sets of their assigned personnel. Professional Development serves as a notice to members of educational opportunities related to the Fire Service from local education institutions as well as Fire Service related conferences.

There are numerous requirements from multiple sources that dictate how, when and the type of training required to keep a firefighter's skills proficient. These regulations, mandates, and consensus standards are utilized to develop training and the delivered curricula in order to maintain compliance with:

- National Fire Protection Association
- CAL-OSHA
- National Incident Management System
- Central California Emergency Medical Services Agency
- Insurance Services Office
- Federal/State Statutes
- California Incident Command Certification System
- California Vehicle Code
- California State Fire Marshal's Office
- International Society of Fire Service Instructors
- City of Clovis Personnel Division
- Firefighter Life Safety Initiatives



*Training scenario including a warehouse worker utilizing heavy equipment involved in a hazardous materials incident.*

State and national standards require a minimum of 240 training hours per employee annually. Meeting these requirements qualifies the Clovis Fire Department in multiple areas including maintaining our Commission on Fire Accreditation International (CFAI) and to sustaining our Insurance Services Office (ISO) rating. Clovis Fire Each Department employee averaged 342 hours for 2017, totaling 20,204 training hours for the year. This total is well over the minimum standard and is a testament to our personnel's level of involvement and personal engagement to not only maintain skills and knowledge, but enhance them through training, certification and formal education.





# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

## Training

The Training Division maintains one full-time Training Officer, a Captain, overseen by a Battalion Chief. Support staff is provided through the Training Advisory Committee (TAC) and Training Cadres. As needed, the Training Division will task various individuals or cadre members to assist with training activities as subject matter experts and/or instructors. These employees are certified instructors and have been approved by State Fire Training to teach specific courses. Clovis Fire is also an integral part of the local fire department cooperative training activities.

In 2017, four new firefighters were put through a four-week recruit firefighter academy. Basic hands-on training was provided, reinforcing individual firefighting performance standards, emergency medical skills, and rescue practices.

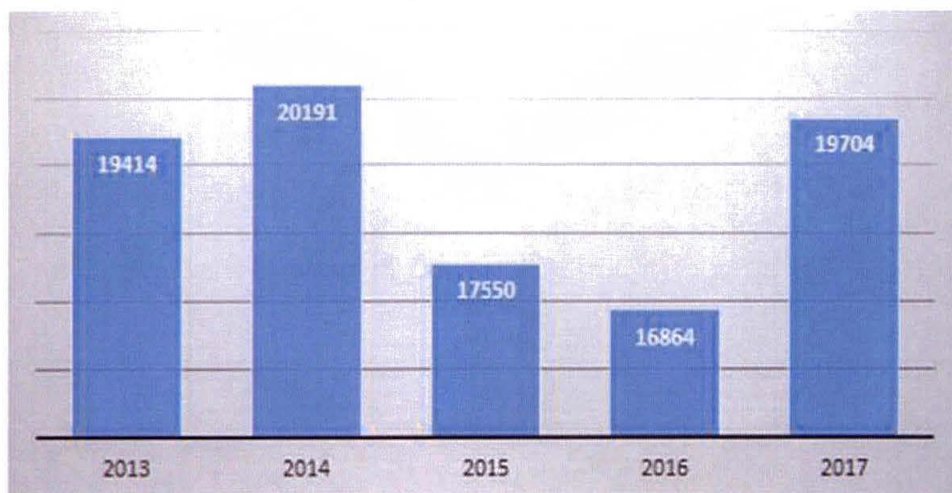
The Clovis Fire Department was awarded full certification as an Accredited Local Academy (ALA) by the Statewide Training and Education Advisory Committee and Board of Fire Services. An ALA is a partnership between Clovis Fire and the State Fire Marshal's Office to deliver approved State Fire Training curriculum. The Training Division was inspected upon a site visit which included examination of training records, classes offerings, equipment utilization, and a training center site review. A new car fire prop was added to qualify for ALA recognition.



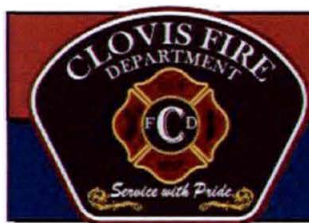
*Clovis Fire Training Center during Training Symposium.*

In November, the California Training Officer's Training Symposium utilized the Clovis Fire Department Training Center once again, providing vital training that meets state and national standards. Annually, firefighters from across the state and country converge to attend the Training Symposium. Several hundred students rotated through classes at the Clovis Fire Department Training Center participating in credentialed courses such as: advanced fire control, thermal imaging cameras, ventilation training, rapid intervention, and Firefighter survival.

### Training Hours by Year







## HAZARDOUS MATERIALS

The Hazardous Materials Response Team (HMRT) is current on its Type I status with the Cal OES Fire & Rescue Division; the highest level of certification awarded in California. The Team currently consists of 12 paid members, 11 of which are all certified to the level of HazMat Specialist. Each year the calls for service are reviewed by the Team and evaluated for training needs in the upcoming year. For the 2017 calendar year, HM40 responded to zero calls for significant (Level 2 & 3) hazmat related incidents. However, team members were used as consultants throughout the year for various incidents including abandoned waste, CRM requests, and small traffic accidents within the City of Clovis. The Clovis HMRT receives annual training from CSTI certified instructors and has traditionally trained with other local HazMat teams including Fresno City Fire, Fresno County Fire, the National Guard, and the FBI.

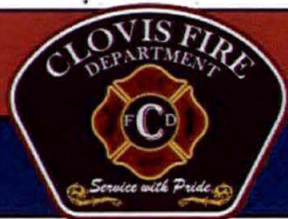
The HMRT and their apparatus, HM40, participated in a large scale drill for our November 2017 quarterly team training in Kerman at Helena Industries. The drill simulated a possible hazardous materials leak/spill at an industrial/chemical mixing plant. This provided the team with a realistic opportunity to simulate responding to a hazardous incident at a local high-risk chemical facility. All team members were able to participate in several facets of the drill including, but not limited to, initial operations, deployment, technical reference, safety officer, entry, and decontamination.

## URBAN SEARCH AND RESCUE

Urban Search & Rescue (USAR) is a multi-hazard discipline, as it may be used for a variety of emergencies or disasters, requiring advanced rescue techniques. The Clovis Urban Search and Rescue Team consists of 12 members and meets the standard for Type I USAR operational level and is an active member of the Regional Task Force for California's Region 5. The Team represents the minimum capability to conduct safe and effective search and rescue operations at structural collapse incidents involving the collapse or failure of heavy floor, pre-cast concrete and steel frame construction. The Clovis USAR Team is also capable of conducting high angle rope rescue, confined space rescue, swift water rescue, trench rescue, and mass transportation rescue. In 2017, the Team responded to numerous motor vehicle accident calls for service where their training in vehicle extrication and stabilization were utilized.

In 2017, the Clovis USAR Team performed over 400 hours of training in all areas of specialized rescue operations and attended several regional team training days and mobility exercises. The new apparatus, Rescue-40, arrived in June 2017 and is now fully equipped and ready for rapid response.



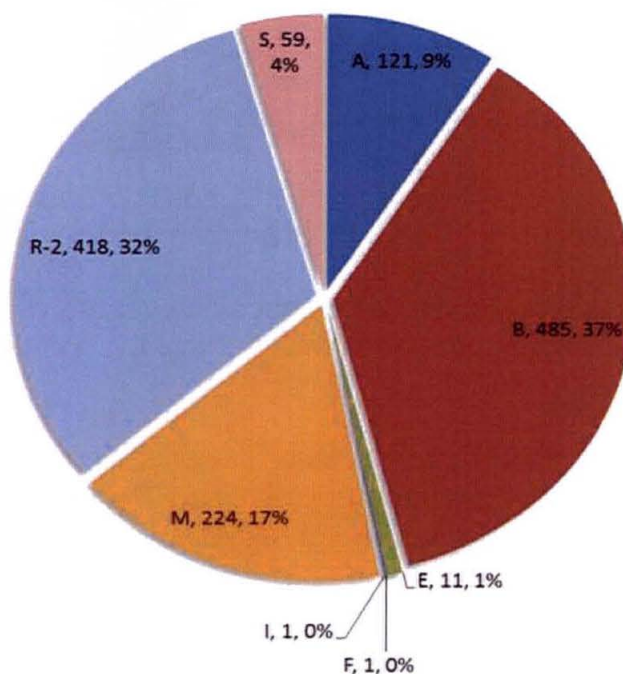


# FIRE PREVENTION

Inspections serve as the primary means of ensuring local businesses, churches, apartments, and institutions are maintaining a safe environment for their customers. In late 2016, the Oakland Fire Department experienced a devastating fire that killed 36 people stemming from a lack of enforcement and use of a warehouse as living spaces. Commonly known as "The Ghost Ship" fire, it is a prime example of why ongoing inspections are essential for fire protection, identifying potentially larger code enforcement violations before they become larger problems and preserving community.

With 3,510 inspectable occupancies in Clovis, Fire Prevention personnel and engine company staff prioritize inspections based on risk with the goal of accessing all businesses within three years. The State mandates annual inspections for assemblies (churches, theaters), educational facilities, and institutional occupancies (hospitals). Prevention personnel also conduct annual inspections of hotels/motels and apartments due to risk and population density. Inspections of new commercial buildings assesses the fire protection system, alarms, water supply, and exiting for the building prior to occupancy. A total of 1,888 inspections were completed in 2017. The chart below represents the types of existing business inspections and new construction inspections performed in 2017.

**Inspections by Type**



Community risk reduction begins with effective plan checking, fire protection system permitting and reviewing new construction for adopted code compliance. This past year, the Prevention division reviewed 642 plans and conducted 242 new construction inspections. Composed of primarily commercial/retail occupancies, these inspections not only ensure the safety of employees and patrons, they are essential in maintaining the economic vitality and employment in the event of a fire.

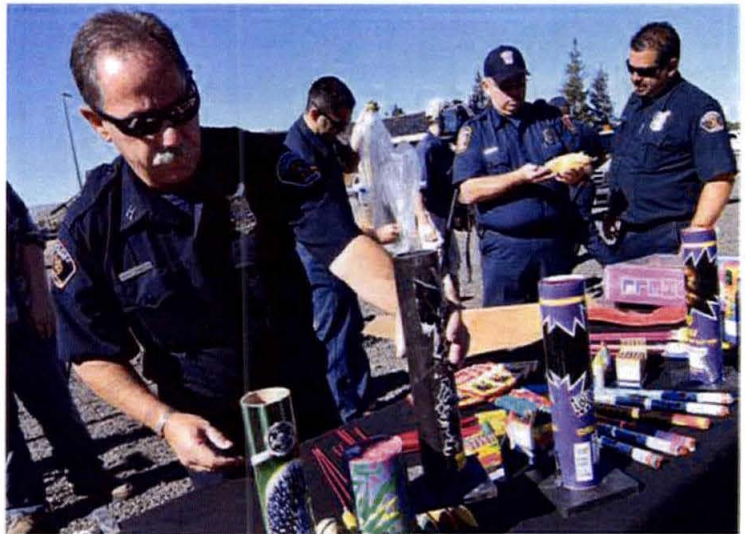




## ILLEGAL FIREWORKS

In 2017, the rampant use of illegal fireworks within the City limits continued. Each year the Fire Department in cooperation with Clovis Police Department deploy two-person teams to try to identify and confiscate illegal fireworks. In addition all marked fire apparatus patrol their first due response area with a goal of being seen in an effort to reduce the use of illegal fireworks. The dispatch center receives hundreds of calls over the Fourth of July holiday for illegal fireworks, but it is almost impossible for the Department to cover 25 square miles.

There are many reasons for the increase use of illegal fireworks including ease to acquire, cost is now on par with legal safe and sane fireworks, and little criminal prosecution. Over the past several years the Department has tried many enforcement ideas and techniques to stop these issue, unfortunately, without any real success. The current local fine for illegal fireworks is set at the state maximum of \$1,000. Unfortunately, the City does not collect on many of these fines for numerous reasons. In 2016, the Clovis Fire Department passed an ordinance which places legal responsibility on the property owner for what occurs on their property. Unfortunately, upon



appeal, the City was not successful in defending this position because we did not immediately confiscate the illegal fireworks. In 2017, the Department tried aerial drones to identify illegal fireworks, but as a result of low light, the resulting images were of poor quality. Local fire departments have had an active public relations campaign over the years to stress the importance of not using illegal fireworks, the dangers, and fines, but this too has not reduced the use of illegal fireworks.

The last remaining issue is disposal of confiscated fireworks. Over the past couple of years this has become a significant issue for the fire service. The EPA has ruled fireworks a hazardous substance which requires specific permitting for disposal. This means the confiscated illegal fireworks must be transported out of state for disposal. The cost for this disposal is significant and there currently is no funding for it within the State of California. So even if local agencies increase the amount of confiscated fireworks they are responsible for the full cost of disposal.

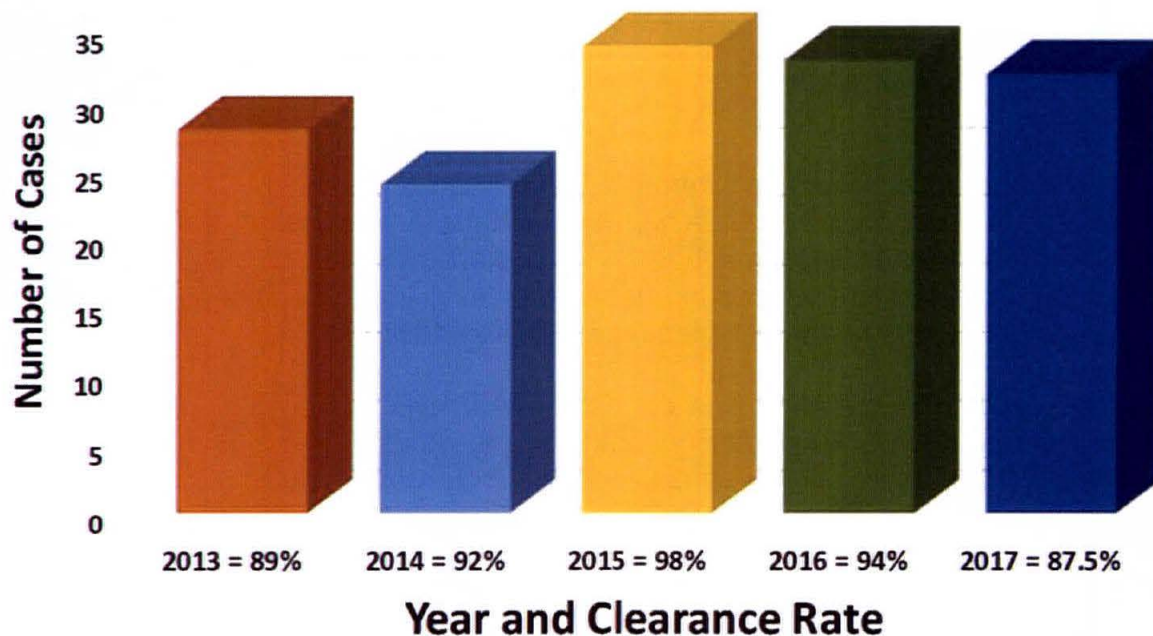




## FIRE INVESTIGATIONS

The Clovis Fire Investigation Team (CFIT) is comprised of seven (7) members specially trained in the investigation of fires. The Department is tasked by the fire code, municipal code and industry standards to investigate all fires. This is primarily to eliminate the instances of intentionally set fires (arson) as a component of other criminal activities. Arson fires place unnecessary demands on both fire and police services, cause insurance premiums to increase and also adversely impact the quality of life for the rest of the community.

Prior investment in the fire investigation program has paid dividends in that our occurrences of arson are much lower than the State average, placing less demand on safety services than normal. In addition, the case clearance rate (currently at **87.5%**) is well above the State and National average. Clearance rate is the percentage of cases wherein origin and cause of the fire were determined and, if a suspect was identified, the case was turned over to the police department or district attorney.







## PUBLIC EDUCATION

Public education purpose is to educate in preventative measures and reinforces life saving concepts for children and adults. Firefighters In Safety Education (FISE) serves as the primary means of educating students in grades K-6<sup>th</sup>. A collaborative effort with the Alisa Ann Ruch Burn Foundation (AARBF), FISE deliveries are conducted by firefighters and testing is coordinated with Clovis Unified School District to measure curriculum efficacy. Results show that students (particularly in grades K-3) show a 40% improvement in pre/post testing that validates students improvement and retention of vital concepts such as stay-low-go, stop-drop-roll and home evacuation planning.

Utilizing CERT volunteer efforts, Clovis Fire also delivers safety education to adults at the Senior Center and through various mobile home parks. These sessions focus on home hazard reduction, fire extinguisher use, and maintaining accurate medical information essential for first responders in providing accurate treatment in the event of a medical emergency.

Finally, community based events such as Clovis Night Out and station tours provide the general public simple educational materials and act as effective opportunities to keep the public informed of the Department's activities and the array of services provided. In conjunction with regular public education messages posted on social media, these public education forums serve to bridge the gap between those who may not have used emergency services or experienced direct operational responses.

## CLOVIS EMERGENCY RESPONSE TEAM

In 2017, the Clovis Emergency Response Team (CERT) carried on its primary mission of developing citizen-based emergency preparedness training. With 2 classes generating 25 new graduates in 2017, CERT continues to supply Clovis neighborhoods the ability to help themselves in the event of a large scale event. The current leadership team is taking on new responsibilities, including organizing new classes to enhance the services they can provide to the City.

CERT in conjunction with the Clovis Fire Department's Fire Prevention division continues to provide assistance in delivering vital public education both to the youth as well as the high-risk senior community of Clovis. In 2017, the following public education outreach included:

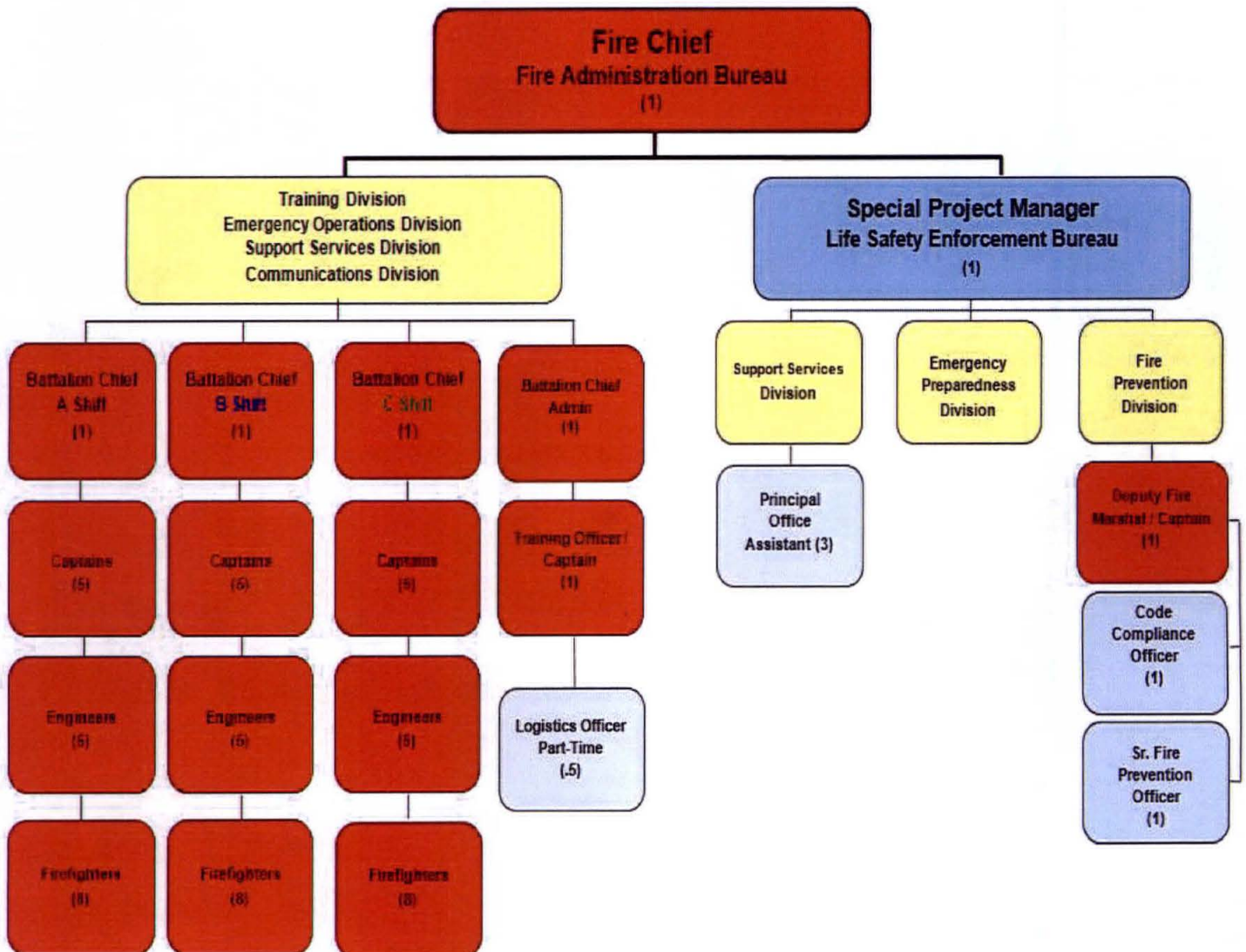
- PELCO by Schneider Electric Kids Day
- Clovis Night Out
- Clovis Rodeo First Aid
- California Training Officers Training Symposium

CERT was utilized in 2017 as training support during a Mass Casualty Incident (MCI) at the Save-Mart Center that simulated a multi-department response to an active shooter situation. They also assisted with firefighter rehabilitation and logistical support during the California Training Officers' Symposium in November.





# ORGANIZATIONAL CHART



61 Sworn Personnel 6.5 Non-Sworn Personnel





## TRANSITIONS & AWARDS

### RETIREMENTS



Carol Guthrie  
Principal Office Asst.



John Leigh  
Captain/Training  
Officer



Jim Shackelton  
Captain

### PROMOTIONS



Tony Gomes



Chris Bridger



Nolan Stempson



Mike Dunkel



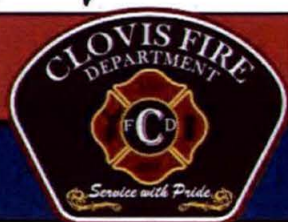
Duncan Reid



Katie Krahn

### YEARS OF SERVICE

- Rick Fultz—5 Years
- Lori Einem—10 Years
- James McLain—10 Years
- Nolan Stempson—10 Years
- Rob Wright—10 Years
- Zack Ziegler—10 Years
- Steve Bringetto—15 Years
- Paul Gilman—15 Years
- Danny Gonzales—15 Years



# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

## Accreditation Performance

**All Fire Calls, Code 3, in Clovis, First Unit at Scene  
Benchmarks at 90th Percentiles**

Time Interval	Benchmark	Metric	All	2013	2014	2015	2016	2017
Call Processing	01:30	Count 90th Percentile	1,006 01:29	204 01:25	178 01:13	215 01:30	206 01:29	203 01:51
Turnout	01:30	Count 90th Percentile	1,011 01:40	198 01:47	177 01:42	207 01:41	211 01:31	218 01:41
Travel	04:00	Count 90th Percentile	1,031 05:08	205 04:59	180 04:24	214 05:01	211 05:12	221 06:07
Total Response	07:00	Count 90th Percentile	1,021 07:25	205 07:06	180 06:48	216 07:32	212 07:28	208 08:13

**EMS Calls, Code 3, in Clovis, First Unit at Scene  
Benchmarks at 90th Percentiles**

Time Interval	Benchmark	Metric	All	2013	2014	2015	2016	2017
Call Processing	01:30	Count 90th Percentile	25,443 01:36	5,056 01:26	5,108 01:27	5,552 01:31	5,073 01:55	4,654 01:43
Turnout	01:00	Count 90th Percentile	25,499 01:26	5,033 01:26	5,111 01:25	5,590 01:27	5,058 01:25	4,707 01:27
Travel	04:00	Count 90th Percentile	25,525 04:36	5,125 04:37	5,200 04:30	5,639 04:30	4,838 04:34	4,723 04:49
Total Response	06:30	Count 90th Percentile	25,532 06:55	5,120 06:45	5,189 06:39	5,659 06:47	4,827 07:07	4,737 07:17

**MVA Calls, Code 3, in Clovis, First Unit at Scene  
Benchmarks at 90th Percentiles**

Time Interval	Benchmark	Metric	All	2013	2014	2015	2016	2017
Call Processing	01:30	Count 90th Percentile	3,686 01:30	699 01:22	769 01:28	857 01:24	665 01:39	696 01:40
Turnout	01:00	Count 90th Percentile	3,708 01:33	695 01:32	768 01:33	857 01:34	674 01:35	714 01:32
Travel	04:00	Count 90th Percentile	3,738 04:34	712 04:34	778 04:30	863 04:30	672 04:22	713 04:56
Total Response	06:30	Count 90th Percentile	3,727 06:42	707 06:31	773 06:19	863 06:40	676 06:37	708 07:24





# CLOVIS FIRE DEPARTMENT ANNUAL REPORT

2017

## Five Year Capital Needs

### **Fiscal Year 2018/2019 - (\$1,800,000)**

#### **Fire Fleet Replacement - Total \$1,300,000**

\$1,300,000 for Fire Ladder Truck replacement for T241 purchased in 1998 (\$1,200,000 purchase and \$100,000 equipment). If approved the Fire Department would purchase February 2019 and expect delivery in January 2020, which would make the existing ladder truck 22 years old.

#### **Station #6 – Total \$500,000**

\$500,000 for architectural design (January 2019 to July 2019).

### **Fiscal Year 2019/2020 - (\$3,892,729)**

#### **Station #6 – Total \$2,250,000**

\$250,000 for construction management (July 2019 to July 2020).

\$2,000,000 for initial build payments (July 2019 to July 2020).

#### **Fire Fleet Replacement - Total \$838,886**

\$838,886 for Station 6 Fire Engine (\$731,886 purchase and \$107,000 equipment). Order in May 2020 and expect delivery in May 2021. A 5% savings could occur if we purchase both the new engine for Station 6 and replace E45 at the same time. This cost savings is not shown in these cost estimates.

#### **Fire Fleet Replacement - Total \$803,843**

\$803,843 for Fire Engine replacement of E45 (\$753,843 purchase and \$50,000 equipment)

### **Fiscal Year 2020/2021 - (\$2,180,000)**

#### **Station #6 – Total \$2,000,000**

\$2,000,000 for initial build payments (July 2020 to May 2020).

\*Issue \$5,000,000 in revenue bonds for a ten-year repayment at \$550,000 annually to replace the retiring bonds for Station 1 that will end in 2021 (use Builder DIF Fees to pay the annual bond payment).

#### **Staffing Increase May 2012 to July 2021– Total \$180,000**

Staffing for Station 6 – Hire nine firefighters to fill the openings made by the promotion of three captains and three engineers. Nine firefighters will be hired in May 2021 to complete the required training before the opening of Station 6 in July 2021.

### **Fiscal Year 2021/2022 - (\$1,300,000)**

#### **Staffing Increase – Total \$1,300,000**

Staffing for Station 6 – Hire nine firefighters to fill the openings made by the promotion of three captains and three engineers. Nine firefighters will be hired in May 2021 to complete the required training before the opening of Station 6 in July 2021.

### **Fiscal Year 2022/2023 - (\$883,843)**

#### **Fire Fleet Replacement - Total \$833,843**

\$833,843 for Fire Engine replacement of E44 (\$783,843 purchase and \$50,000 equipment).



AGENDA ITEM NO: **1-B-1**  
City Manager: LS

## **CITY of CLOVIS**

### REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: March 12, 2018

SUBJECT: Consider Approval – Res. 18-\_\_\_ A Resolution of the City Council of the City of Clovis Summarizing Steps the City Has Taken to Address Housing Needs in the City of Clovis and Affirming the City's Regional Housing Needs Commitment.

ATTACHMENTS: (A) Resolution

#### **CONFLICT OF INTEREST**

None.

#### **RECOMMENDATION**

Recommend approval of a Resolution of the Clovis City Council which would summarize the steps the City has taken to address housing needs in the City of Clovis, and would affirm the City's regional housing needs commitment.

#### **EXECUTIVE SUMMARY**

For the Regional Housing Needs Assessment (RHNA) period covering 2007-2012, Clovis was required to plan for 15,383 units of housing at various affordability ranges. (NOTE: For the purposes of the RHNA, affordability equals density, and is not related to actual household income levels or affordability (cost) of the homes being developed at such densities.) At the end of this RHNA period, Clovis had a shortfall of land zoned to accommodate 4,425 units at a minimum density of 20 units per acre. This equates to approximately 177 acres of land that must be re-designated to Very-High Density (25-43 units per acre), and rezoned to the R-4 Zone District or an overlay zone to comply with state law. Additionally, the entire 177 acres must be within the City limits.



## BACKGROUND

The RHNA is a State required number of housing units that cities and counties must plan for in the housing element section of their General Plan. The California Department of Housing and Community Development (HCD) assigns an RHNA allocation to the Fresno Council of Governments (COG) covering Fresno County as a whole. The COG is then tasked with developing a methodology to divide and assign those units to the member agencies.

For the previous RHNA period covering 2007-2012, Clovis was required to plan for 15,383 units of housing at various affordability ranges. At the end of this RHNA period, Clovis had a shortfall of land zoned to accommodate 4,425 units at a minimum density of 20 units per acre. This equates to approximately 177 acres of land that must be re-designated to Very-High Density (25-43 units per acre), and rezoned to the R-4 Zone District or an overlay zone. An overlay zone allows the underlying zone district to remain while adding opportunity for additional uses. It is important to clarify that the zoning must allow multiple-family development as a permitted use. Finally, the 177 acres of zoned property must be within the City limits.

The current Housing Element was adopted by City Council in April of 2016. In this housing element, Clovis committed to a rezone program for the unaccommodated 4,425 units to be completed no later than December 31, 2016. That deadline was not met.

New State Legislation went into effect on January 1, 2018, that tightens the local government accountability to current housing law. Further, it allows HCD to refer to the State Attorney General's Office any local government that does not comply with State housing law, including submission of the Annual Progress Report (APR). Because of this, Clovis must submit APRs for 2016 and 2017 by the April 1, 2018 deadline. Currently, they are being prepared and will be submitted by the deadline. The rezone program will not be completed by the time the APR is submitted. This in itself could also trigger an HCD referral to the Attorney General's Office. The immediate consequence could be decertification of our Housing Element by HCD (which is a required element of the General Plan). Decertification of the Housing Element then results in the General Plan being out of compliance; consequently, any project approved could be subject to legal challenge. Additionally, the City can be litigated, similar to other cities, including Fresno. Another consequence could be the loss of State grant funding for affordable housing and potentially other items.

Staff has been working diligently trying to identify possible solutions for meeting the rezone program, none of which are going to be completely comfortable for all departments. One of the current projects that will help the City of Clovis is the Multiple-family project south of the Sierra Vista Mall. This site was rezoned in 2016 at a minimum density of 20 units per acre, which provided capacity for 216 units. Staff is considering all options at this point and will soon start bringing solutions to the Planning Commission and City Council for review and approval. Some of those options are listed below:



- **Shaw Avenue Overlay** – This is to implement the Shaw Avenue Corridor Plan which maintains the commercial zoning but will provide the opportunity for multiple-family/mixed use. This option is a rezone and will be forwarded to the City Council around May of 2018.
- **Fresno State Property** – The property located at the southeast corner of Bullard and Willow Avenues is owned and farmed by Fresno State. It is our intent to reach out to see if there is a desire to apply a zoning overlay to this property to allow for student housing or multiple-family. This option requires a General Plan Amendment.
- **Sierra Vista Mall Property** – Sierra Vista Mall owners have expressed interest in an opportunity for multiple-family or mixed use development through redevelopment of the site. This option would require a General Plan Amendment.
- **K-Mart Property on Shaw Avenue** – Property owners have expressed interest in an opportunity for multiple-family or mixed use development through redevelopment of the site. This option would require a General Plan Amendment.
- **Property around the Hospital** – Potential discussion with the Hospital to apply a zoning overlay on the campus and surrounding properties for housing. This option requires a General Plan Amendment. The hospital is currently going through an environmental impact report (EIR) at this time and is anticipated to be completed by this Spring. Changes such as including residential density at this point would delay their EIR.
- **Annexation of Property in Loma Vista Growth Area and/or Heritage Grove.** With an amendment to the tax sharing agreement, the City would be able to prezone and annex properties within our Sphere without the requirement for half the boundary to be entitled (tentative map or site plan review). The Loma Vista and Heritage Grove include higher densities that would help meet the City's need.
- **Property Owner Applications** – There is interest from property owners to re-designate their land from a lower density and/or commercial designation to a very-high density multiple-family. This option would be processed through a property owner application.

## FISCAL IMPACT

Failure to comply with California Housing Law resulting in decertification of Clovis' Housing Element would make Clovis ineligible to apply for state housing dollars. In the last five years, Clovis has received \$2,700,000 in state housing dollars to operate low-income housing programs.

Proposed legislation (AB 1759) would withhold a jurisdiction's share of local street and road maintenance funds (funded under SB 1) if that jurisdiction fails to meet its minimum



housing production goals as certified by HCD. It is estimated that Clovis would receive approximately \$1,800,000 in FY 2018-19.

The cost of litigation is a potential fiscal impact. Decertification of Clovis' Housing Element would put the General Plan out of compliance; consequently, any project approved could be subject to legal challenge. Additionally, the City could be litigated, similar to other cities including Fresno.


The State can limit or stop the issuance of building permits for continued failure to meet the RHNA. This could cause a significant financial loss because without the issuance of building permits there would be no collection of fees.



### **REASON FOR RECOMMENDATION**

To affirm Clovis' commitment to be in compliance with California Housing Law and Clovis' adopted Housing Element.

### **ACTIONS FOLLOWING APPROVAL**

Staff will prepare and submit the Annual Performance Report for the Housing Element, and will include the subject resolution to document Clovis' efforts to comply with meeting the 4<sup>th</sup> Cycle RHNA allocation. Staff will move forward with a rezone program.

Prepared by: Heidi Crabtree, Housing Program Coordinator   
Bryan Araki, City Planner

Submitted by: Andrew Haussler, Community and Economic Development Director   
Bryan Araki, City Planner 

**RESOLUTION NO. 18 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
SUMMARIZING STEPS THE CITY HAS TAKEN TO ADDRESS HOUSING NEEDS  
IN THE CITY OF CLOVIS AND AFFIRMING THE CITY'S REGIONAL HOUSE  
NEEDS COMMITMENT**

**WHEREAS**, State law recognizes the vital role local governments play in encouraging housing supply and affordability; and

**WHEREAS**, the City of Clovis recognizes its role as one of a number of Federal, State, local and private stakeholders in encouraging housing supply and affordability; and

**WHEREAS**, the State adopted the Regional Housing Needs Assessment ("RHNA") requirement as a component of the General Plan Housing Element in Government Code sections 65580, et seq.; and

**WHEREAS**, for the period covering 2007-2012, the Fresno County RHNA required Clovis to plan for 15,383 units of housing at different density rates, which the State equates with affordability. Of that RHNA, the City currently has an unaccommodated need of land for 4,425 units at a minimum density of 20 units per acre. To complete, the City must redesignate 177 acres to Very-High Density (25-43 units per acre). While the City believes the share was inequitable in relationship to the City's size and the shares allocated to other Fresno County jurisdictions, the City has been, and continues to be, actively engaged in good faith efforts to meet the Fresno County RHNA; and

**WHEREAS**, Clovis has engaged in multiple efforts to advance best planning practices, including encouraging smart housing growth such as the recently adopted 2014 General Plan consistent with San Joaquin Valley Blueprint principles; and

**WHEREAS**, Clovis is engaged in affordable housing planning, including developing a residential housing site inventory, rezoning sites to meet the RHNA, developing a master plan to ensure capital facilities to provide for housing development, ministerially permitting second units in residential zones, encouraging smaller cottage style housing, and engaging in regional collaboration to advance housing opportunities; and

**WHEREAS**, the City Council has regularly approved increased housing densities and smaller lots to further housing affordability; and

**WHEREAS**, Clovis has engaged in various efforts to provide quality affordable housing opportunities with funding assistance, including a First-Time Homebuyer Program, Mobile Home Replacement Program, Home Rehabilitation Grant Program, and use of federal and state housing grants such as HOME Funds and Community Development Block Grants (CDBG); and

**WHEREAS**, Clovis has partnered with non-profit agencies to advance affordable housing, including Habitat for Humanity and Fresno County Housing Authority; and



**WHEREAS**, Clovis has experienced rapid growth and for a number of years has been one of the top producers in the State of housing construction at varying income levels. In fact, the City was one of the top housing producer in the State during the 2006-2013 RHNA cycle, as reflected in a June 29, 2017 LA Times Article (*California lawmakers have tried for 50 years to fix the state's housing crisis. Here's why they've failed*, by Liam Dillon); and

**WHEREAS**, using these statistics, or other factors, as a basis to continue to compel Clovis to remain one of the top housing producers in the State is unfair and unreasonable, especially given the water, air pollution, agricultural preservation, high regional unemployment, market conditions, and other land use constraints in the Central Valley and Fresno County, on top of the fact that Clovis is not even in the top 50 cities population wise in the State; and

**WHEREAS**, Clovis remains substantially more affordable than many other jurisdictions statewide, especially as compared to coastal areas that continue to outpace any modicum of affordability for the majority of their residents.

**NOW, THEREFORE, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

1. Despite the extensive efforts undertaken to date, and the basis for the City's current RHNA, the Council affirms its commitment to take all reasonable efforts to achieve its RHNA and housing affordability for Clovis residents.

2. Affirms its plan to continue an aggressive rezone effort to increase opportunities for higher-density housing, to include the multi-family project opportunities set forth in the March 12, 2018 staff report accompanying this Resolution, which is on file with the City and incorporated herein by reference, and as otherwise reflected in the record of proceedings on March 12, 2018.

3. The City will continue to work collaboratively as a region and seek regional solutions as the regional affordable housing needs cannot, and should not, be borne solely by the residents of Clovis.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the 12th day of March, 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: March 12, 2018

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Mayor

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City Clerk