



CITY *of* CLOVIS

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

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

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

February 11, 2019

6:00 PM

Council Chamber

The City Council welcomes participation at Council Meetings. Members of the public may address the Council on any item of interest to the public that is scheduled on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic.

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

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

1. None.

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 - 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.

2. City Clerk – Approval – Minutes from the February 4, 2019 Council Meeting.
3. Finance - Receive and File – Investment Report for the month of December 2018.
4. Finance - Receive and File – Treasurer's Report for the month of December 2018.
5. Planning and Development Services - Approval - Design Professional Services for CIP 18-12, Fire Station No. 6, and Authorize the City Manager to execute the contract on behalf of the City.
6. Planning and Development Services - Approval – Res. 19-____, Amending the Fresno Metropolitan Flood Control District (FMFCD) Schedule of Drainage Costs and Fees for 2019-2020.
7. Planning and Development Services - Approval – Res. 19-____, Final Map Tract 6155, located at the northwest area of Sierra Avenue and N. Cypress Avenue (DYP 6155, L.P., DeYoung Properties).
8. Planning and Development Services - Approval – Res. 19-____, Annexation of Proposed Tract 6155, located at the northwest area of Sierra Avenue and N. Cypress Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (DYP 6155, L.P., DeYoung Properties).
9. Public Utilities – Approval – Res. 19-____, A Resolution Initiating Proceedings for the Annual Levy of Assessments for Landscape Maintenance District No. 1.
10. Public Utilities – Approval – Authorize the execution of a Purchase Agreement for property located at 79 North Sunnyside Avenue, Clovis, CA from Lorenzo and Rosemary Lopez in the amount of \$720,000; and Approval – Res. 19-____, Amending the 2018-2019 Water and Sewer budgets to allocate funds for purchase of the property.

PUBLIC HEARINGS - A public hearing is an open consideration within a regular or special meeting of the City Council, for which special notice has been given and may be required. When a public hearing is continued, noticing of the adjourned item is required as per Government Code 54955.1.

11. Consider Introduction - Ord. 19-____, R2018-14, A request to apply development standards to an existing M-U (Mixed Use) Zone District for 28.6 acres of property generally located between Sierra Avenue and Fifth Street along the Veterans Parkway alignment (Planning Area #9) of the Central Specific Plan, and Consider update on the naming of "Landmark Commons". City of Clovis, owner/applicant.

Staff: Dwight Kroll, Planning and Development Services Director

Recommendation: Approve

12. Consider Approval - Res. 19-____, SPR2018-02, A request to approve a site plan review for a proposed public facility, including a senior activity center, transit facility, health care clinic, and future pad for Fresno County Library on property located on the north side of Third Street at Veteran's Parkway. City of Clovis, owner/applicant.

Staff: Bryan Araki, City Planner

Recommendation: Approve

CORRESPONDENCE – Correspondence is communication addressed to City Council that requests action.

13. None.

ADMINISTRATIVE ITEMS – Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

14. Receive and File - A presentation of the Planned Residential Development (PRD) Ordinance discussing its history, implementation, evolution, and project standards.

Staff: Dwight Kroll, Planning and Development Services Director

Recommendation: Approve

CITY MANAGER COMMENTS

COUNCIL ITEMS

15. Council Comments

CLOSED SESSION - A "closed door" (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

16. Government Code Section 54956.9(d)(1)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Lionel Hawkins v. City of Clovis

ADJOURNMENT

Future Meetings and Key Issues			
Feb. 19, 2019 (Tue.)	6:00 P.M.	Regular Meeting	Council Chamber
Mar. 4, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Mar. 11, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Mar. 18, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Apr. 1, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Apr. 8, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Apr. 15, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
May 6, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
May 13, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
May 20, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber



CITY *of* **CLOVIS**

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: February 11, 2019

PRESENTATIONS/PROCLAMATIONS

1. None.

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

CLOVIS CITY COUNCIL MEETING

February 4, 2019

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Whalen
Flag Salute led by Boy Scout Noah Heryford

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

PRESENTATION 6:02

1. PRESENTATION – UPDATE ON STATUS OF CLOVIS CULINARY CENTER LOCATED NEAR THE NORTHEAST CORNER OF WILLOW AND ASHLAN AVENUES

Business Development Manager Shawn Miller and Chef Don Waddell presented a status update of the Clovis Culinary Center located near the northeast corner of Willow and Ashlan Avenues.

PUBLIC COMMENTS 6:13

Zachary Nicks, local Boy Scout, commented on a lack of sidewalk on Nees Avenue near Century Elementary. Mayor Whalen commented on city policy that would require development to pay for these type of improvements. City Engineer Mike Harrison indicated staff would look into it.

Brenda Fairless, resident, raised a concern regarding the Clovis Courtyard Apartments near the Barstow and Willow Avenues. She suffered a massive stroke and is experiencing problems with marijuana smoke coming into her apartment. She is requesting additional support from the city to help clean up the apartments.

CONSENT CALENDAR - 6:28

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

2. City Clerk – Approved - Minutes for the January 22, 2019 Council Meetings.
3. Community and Economic Development - Approved – Authorize Amendment 1 to the Sale Agreement for 3495 Clovis Avenue with Don Pickett and Associates.
4. Community and Economic Development - Received and Filed – Economic Development Corporation Serving Fresno County Quarterly Report, July–September 2018.
5. General Services - Received and Filed - 1st Quarter FY 18-19 General Services Department Report.
6. General Services - Received and Filed - 2nd Quarter FY 18-19 General Services Department Report.

7. Planning and Development Services - Approved - **Res. 19-07**, Amending the Official List of Designated Special Speed Zones.
8. Public Utilities – Approved - Waive Formal Bidding Requirements and Authorize the Purchase of Two Commercial Waste Haulers off the Sourcewell Purchasing Contract from Ruckstell California Sales Co., Inc.
9. Public Utilities – Approved – **Res. 19-08**, A Resolution Authorizing Adoption of the Kings Basin Integrated Regional Water Management Plan (IRWMP).

PUBLIC HEARINGS

10. NONE.

CORRESPONDENCE

11. NONE.

ADMINISTRATIVE ITEMS

12. NONE.

CITY MANAGER COMMENTS 6:28 p.m.

City Manager Luke Serpa indicated that he would be out of the office a majority of next week.

COUNCIL ITEMS 6:29 p.m.

13. **CONSIDERED - POLICY DIRECTION REGARDING THE RENAMING OF SIERRA MEADOWS PARK LOCATED NEAR THE INTERSECTION OF SIERRA AND TEMPERANCE AVENUES**

General Services Director Shonna Halterman presented a report on the potential renaming of Sierra Meadows Park located near the intersection of Sierra and Temperance Avenues. During Council comments at the meeting of January 22, 2019, City Council briefly discussed how to honor Mr. David McDonald who had passed away earlier in the month. One option considered was the naming of a park after Mr. McDonald. Staff received direction to place something on the agenda to allow discussion and consideration of naming or renaming a park in Clovis after Mr. McDonald.

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 direct staff to amend the Municipal Facilities Naming Policy to include an option that the Council determine the name or direct the use of a Committee as outlined in the policy with the City Council ultimately approving the recommendation of the Committee or select another name of their choosing. Motion carried 3-2 with Councilmember Mouanoutoua and Mayor Whalen voting no.

14. Council Comments 6:53

Councilmember Ashbeck commented on David McDonald's January 24, 2019 services.

Councilmember Flores reported out on a recent meeting he attended for the North Kings River Groundwater Sustainable Agency.

Mayor Whalen reported out of a Council of Governments meeting recently attended.

CLOSED SESSION 6:57

15. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNCIL- EXISTING LITIGATION
Workers Compensation Case in Regards to: Giuseppe Chiaramonte
16. Government Code Section 54956.9
CONFERENCE WITH LEGAL COUNCIL-ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9
1 Case (Claim for damages filed by Sanford Martin on 12/11/2018)
17. Government Code Section 54956.9
CONFERENCE WITH LEGAL COUNCIL-ANTICIPATED LITIGATION
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9
1 case (Claim for damages filed by Mark Rau on 6/28/18)
18. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Lionel Hawkins v. City of Clovis

Mayor Whalen adjourned the meeting of the Council to February 11, 2019

Meeting adjourned: 7:58 p.m.

Mayor

City Clerk



AGENDA ITEM NO: 3
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: February 11, 2019

SUBJECT: Receive and File - Investment Report for the Month of December 2018

Exhibits: (A) Distribution of Investments
(B) Monthly Investment Transactions
(C) Certificates of Deposit
(D) Graph of December 31, 2018 Treasury Rates

Attached is the Investment Report for the month of December 2018. Shown in Exhibit A is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Exhibit B reflects the monthly investment transactions for the month of December 2018. Exhibit C lists the certificates of deposit. Exhibit D is a graph of Treasury rates on December 31, 2018.

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

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

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 1.92%. The rate of return for the City of Clovis portfolio is 1.95%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 102% of the Treasury bill rate.

In accordance with the Investment Policy, the investment period on each investment does not exceed three years and can be extended to five years with the City Manager's approval. As of December 2018 the average investment life of the City's investment portfolio is 0.93 years.

Current Investment Environment and Philosophy

During the month of December 2018, the Federal Reserve adjusted the federal funds rate from 2.00%-2.25% to 2.25%-2.50%.

On December 31, 2018, the Treasury yield curve shows an increase between three and six months, followed by a decrease through three-year notes and a sharp increase through ten-year notes.

Certificates of Deposit (CD's)

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

Purchases and Maturities

- 2 government securities totaling \$5,000,000.00 were purchased.
- 1 government security totaling \$3,000,000 was called or matured.
- No certificates of deposit were purchased.
- No certificates of deposit were called or matured.

Market Environment

- During December, the federal funds rate was raised from 2.00% - 2.25% to 2.25%-2.5%.
- On December 31, the yield curve shows an increase between three and six months, followed by a decrease through three-year notes and a sharp increase through ten-year notes. See Exhibit D, Graph of Treasury Rates on December 31, 2018.

Prepared by: Jeffrey Blanks, Accounting Supervisor

Submitted by: Jay Schengel, Finance Director



**City of Clovis
Distribution of Investments
As of December 31, 2018**

Exhibit A

	<u>COST</u>	<u>NET BOOK VALUE</u>	<u>MARKET VALUE *</u>	<u>YIELD TO MATURITY</u>	<u>STATED INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY FROM 12/31/2018</u>
<u>GOV'T SECURITIES</u>								
FHLB	3,000,000	3,000,000	2,987,610	1.250%	1.250%	04/29/16	04/29/19	119
FFCB	3,007,560	3,007,560	2,984,010	1.300%	1.300%	06/09/16	06/06/19	157
FNMA	3,006,150	3,006,150	2,980,920	1.250%	1.250%	07/13/16	06/28/19	179
FNMA	3,002,400	3,002,400	2,974,950	1.125%	1.125%	07/26/16	07/26/19	207
FHLMCMTN	2,997,000	2,997,000	2,975,790	1.500%	1.500%	10/12/17	09/27/19	270
FHLB	2,498,750	2,498,750	2,478,750	1.625%	1.625%	11/16/17	10/30/19	303
FNMA	3,000,000	3,000,000	2,962,890	1.250%	1.250%	11/16/16	11/15/19	319
FHLMCMTN	3,000,000	3,000,000	2,963,970	1.300%	1.300%	11/28/16	11/27/19	331
FFCB	2,502,117	2,502,117	2,492,800	2.390%	2.750%	06/05/18	12/05/19	339
FFCB	994,500	994,500	987,390	1.400%	1.400%	03/30/17	02/24/20	420
FHLB	1,008,597	1,008,597	991,450	1.875%	1.875%	03/22/17	03/13/20	438
FNMAMTN	3,006,210	3,006,210	2,968,170	1.700%	1.700%	05/02/17	04/27/20	483
FNMAMTN	3,007,770	3,007,770	2,971,020	1.800%	1.800%	05/02/17	04/27/20	483
FFCB	1,990,555	1,990,555	1,967,940	1.320%	1.320%	08/31/17	05/07/20	493
FHLMCMTN	2,498,750	2,498,750	2,465,875	1.550%	1.550%	05/25/17	05/22/20	508
FFCB	2,500,000	2,500,000	2,469,875	1.670%	1.670%	06/01/17	06/01/20	518
FHLB	5,000,000	5,000,000	4,931,300	1.625%	1.625%	06/26/17	06/26/20	543
FAMCMTN	2,500,000	2,500,000	2,470,625	1.650%	1.650%	07/27/17	06/29/20	546
FHLB	2,500,000	2,500,000	2,466,425	1.640%	1.640%	07/27/17	06/29/20	546
FFCB	5,000,000	5,000,000	4,929,800	1.625%	1.625%	07/06/17	07/06/20	553
FHLB	2,455,547	2,455,547	2,464,550	1.680%	2.750%	06/01/18	08/28/20	606
FHLB	2,465,678	2,465,678	2,466,025	1.800%	1.950%	01/18/18	08/28/20	606
FHLB	2,500,000	2,500,000	2,460,225	1.600%	1.800%	03/16/18	09/18/20	627
FNMAMTN	2,500,000	2,500,000	2,461,925	1.850%	1.600%	09/18/17	10/13/20	652
FNMAD	2,442,365	2,442,365	2,450,625	1.500%	2.100%	12/22/17	10/28/20	667
FHLB	2,488,750	2,488,750	2,468,200	1.950%	1.850%	11/16/17	11/25/20	695
FFCB	3,000,000	3,000,000	2,967,360	2.100%	1.500%	03/01/18	12/22/20	722
FHLB	2,486,055	2,486,055	2,485,250	2.300%	2.300%	03/01/18	01/26/21	757
FHLMCMTN	2,497,500	2,497,500	2,480,525	2.150%	2.150%	01/26/18	01/26/21	757
FHLMCMTN	2,477,875	2,477,875	2,491,325	2.375%	2.375%	08/02/18	02/16/21	778
FHLMCMTN	2,258,140	2,258,140	2,264,580	1.875%	2.750%	06/01/18	03/29/21	819
FAMCMTN	2,502,236	2,502,236	2,503,850	2.650%	2.750%	06/28/18	04/19/21	840
FNMAMTN	2,500,000	2,500,000	2,498,500	2.750%	2.750%	04/30/18	04/30/21	851
FFCB	2,452,750	2,452,750	2,462,700	2.000%	2.000%	12/13/18	05/17/21	868
FHLMCMTN	2,495,625	2,495,625	2,500,925	2.850%	2.850%	10/05/18	05/28/21	879
FHLB	2,568,983	2,568,983	2,560,875	3.625%	2.750%	06/28/18	06/11/21	893
FHLB	2,418,750	2,418,750	2,445,850	1.640%	1.640%	08/02/18	06/14/21	896
FAMCMTN	3,000,000	3,000,000	3,014,880	2.750%	2.750%	09/06/18	08/17/21	960
FFCB	1,998,520	1,998,520	2,005,660	2.700%	2.700%	09/06/18	08/27/21	970
FFCB	2,490,878	2,490,878	2,518,725	2.850%	2.850%	10/05/18	09/20/21	994
FHLB	2,664,336	2,664,336	2,663,165	3.150%	3.150%	11/15/18	10/29/21	1,033
FFCB	2,500,200	2,500,200	2,515,150	2.800%	2.800%	12/17/18	12/17/21	1,082
SECURITIES TOTAL	<u>\$ 111,184,545</u>	<u>\$ 111,184,545</u>	<u>\$110,572,430</u>					
LAIF		<u>\$ 65,000,000</u>	<u>\$ 65,000,000</u>					
MONEY MARKET (Rabo)		<u>\$ -</u>	<u>\$ -</u>					
Sweep Account (Union Bank)		<u>\$ 5,044,345</u>	<u>\$ 5,044,345</u>					
TOTAL CD'S		<u>\$ 11,890,000</u>	<u>\$ 11,785,812</u>					
TOTAL INVESTMENTS		<u>\$ 193,118,890</u>	<u>\$ 192,402,588</u>					

* Market values for securities obtained from US Bank.

City of Clovis
Monthly Investment Transactions
As of December 31, 2018

Exhibit B

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
FFCB	Gov Security	Purchase	2,500,000	2,452,750	2.000%	12/13/18	05/17/21
FFCB	Gov Security	Purchase	2,500,000	2,500,200	2.800%	12/17/18	12/17/21
FNMA	Gov Security	Maturity	3,000,000	3,018,480	1.125%	12/14/18	12/14/18

PORTFOLIO DATA

Current Month (12/18)

	Book	Market
CD'S	\$ 11,890,000	\$ 11,785,812
Gov't Securities*	111,184,545	110,572,430
LAIF	65,000,000	65,000,000
Money Market (Rabo Bank)	0	0
Sweep Account (Union Bank)	8,707,423	8,707,423
TOTAL	\$ 196,781,968	\$196,065,665

One Month Previous (11/18)

	Book	Market
CD'S	\$ 11,890,000	\$11,769,242
Gov't Securities*	109,250,075	108,095,382
LAIF	65,000,000	65,000,000
Money Market (Rabo Bank)	0	0
Sweep Account (Union Bank)	5,044,345	5,044,345
TOTAL	\$ 191,184,420	\$ 189,908,970

Three Months Previous (09/18)

	Book	Market
CD'S	\$ 11,880,000	\$11,768,335
Gov't Securities*	101,599,236	100,283,029
LAIF	65,000,000	65,000,000
Money Market (Rabo Bank)	0	0
Sweep Account (Union Bank)	13,374,094	13,374,094
TOTAL	\$ 191,853,331	\$ 190,425,458

Six Months Previous (06/18)

	Book	Market
CD'S	\$ 12,484,000	\$ 12,354,163
Gov't Securities*	91,704,091	90,508,977
LAIF	65,000,000	65,000,000
Money Market (Rabo Bank)	0	0
Sweep Account (Union Bank)	24,686,705	24,686,705
TOTAL	\$ 193,874,797	\$ 192,549,845

One Year Previous (12/17)

	Book	Market
CD'S	\$ 12,879,000	\$ 12,836,253
Gov't Securities*	67,535,201	66,857,160
LAIF	64,732,730	64,732,730
Money Market (Rabo Bank)	0	0
Sweep Account (Union Bank)	17,518,248	17,518,248
TOTAL	\$ 162,665,178	\$ 161,944,391

*Adjusted Quarterly for Premium/Discount Amortization

Exhibit B

City of Clovis
Certificates of Deposit
As of December 31, 2018

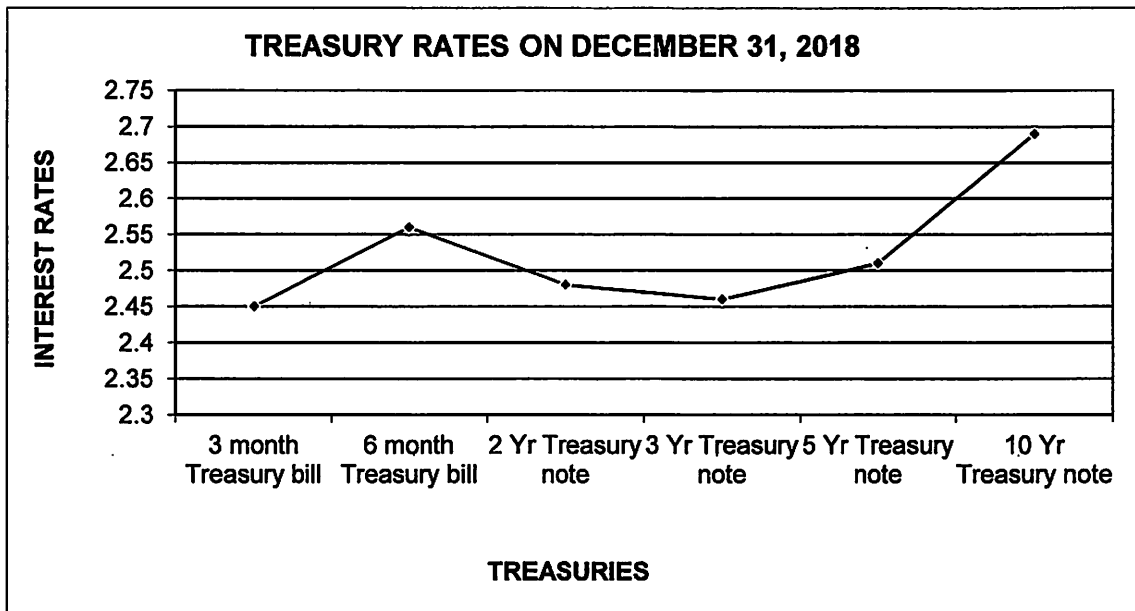
Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 12/31/18	INTEREST FREQUENCY
Goldman Sachs Bk	245,000	244,988.15	1.750%	01/13/16	01/14/19	14	SEMI-ANNUALLY
First Savings Bank	245,000	244,659.45	1.250%	02/19/16	02/26/19	57	MONTHLY
First Western	245,000	244,755.00	1.150%	02/26/16	02/26/19	57	MONTHLY
Katahdin Trust	245,000	244,715.80	1.200%	02/26/16	02/26/19	57	MONTHLY
Bryn Mawr Tr	245,000	244,394.85	1.200%	03/30/16	03/29/19	88	MONTHLY
Cbc Fed Crdit Union	250,000	249,315.00	1.600%	10/20/17	04/22/19	112	MONTHLY
Private Bank	245,000	243,880.35	1.100%	05/20/16	05/20/19	140	SEMI-ANNUALLY
Horizon Bank	245,000	243,696.60	1.100%	05/25/16	05/24/19	144	MONTHLY
Quantum National	245,000	243,427.10	1.150%	06/22/16	06/21/19	172	QUARTERLY
Discovery Bank	245,000	243,351.15	1.200%	07/01/16	07/01/19	182	SEMI-ANNUALLY
Northern Bank Trust	245,000	243,223.75	1.100%	07/12/16	07/12/19	193	QUARTERLY
Morgan Stanly Bank	250,000	248,650.00	1.700%	09/30/17	08/12/19	224	SEMI-ANNUALLY
Wex Bank	245,000	242,750.90	1.200%	08/12/16	08/12/19	224	SEMI-ANNUALLY
Fnb Of Mcgregor	245,000	242,701.90	1.100%	08/18/16	08/19/19	231	MONTHLY
Hamni Bank	250,000	249,312.50	2.100%	09/09/18	09/09/19	252	SEMI-ANNUALLY
Ally Bank	245,000	242,393.20	1.300%	09/15/16	09/16/19	259	MONTHLY
Atlantic	245,000	242,209.45	1.200%	09/30/16	09/30/19	273	MONTHLY
First Technology Fed Cr Un Mtn	250,000	248,360.00	1.800%	10/16/17	10/16/19	289	MONTHLY
Morton Community Bank	245,000	242,194.75	1.500%	12/15/16	12/16/19	350	SEMI-ANNUALLY
Sallie Mae	245,000	242,542.65	1.750%	01/11/17	01/13/20	378	SEMI-ANNUALLY
Stearns Bank	245,000	241,890.95	1.600%	02/10/17	02/10/20	406	MONTHLY
Crescent Bank	245,000	241,699.85	1.550%	02/15/17	02/14/20	410	MONTHLY
Pyramax Bank	245,000	241,802.75	1.600%	02/17/17	02/18/20	414	MONTHLY
American Express	245,000	242,106.55	1.900%	04/17/17	04/06/20	462	MONTHLY
First Bank	245,000	241,168.20	1.600%	04/17/17	04/20/20	476	MONTHLY
Ion Bank	245,000	241,151.05	1.600%	04/17/17	04/20/20	476	MONTHLY
Communitywide	250,000	246,820.00	1.950%	12/01/17	06/01/20	518	MONTHLY
Nthwt Dist Ch8	250,000	245,787.50	1.700%	06/16/17	06/16/20	533	MONTHLY
Tbk Bank Ssb	250,000	246,070.00	1.800%	06/23/17	06/23/20	540	MONTHLY
Amer Natl	250,000	245,482.50	1.700%	07/12/17	07/13/20	560	MONTHLY
Mb Financial Bank	250,000	245,562.50	1.800%	08/10/17	08/10/20	588	MONTHLY
East Boston Svgs Bk Boston Ma	250,000	245,015.00	1.800%	09/28/17	09/28/20	637	MONTHLY
Medallion Bk Salt Lake City Utah	250,000	245,217.50	1.850%	09/29/17	09/29/20	638	MONTHLY
Illinois Cmnty	250,000	245,202.50	2.000%	11/28/17	11/30/20	700	MONTHLY
First Bank	250,000	246,052.50	2.300%	02/06/18	02/08/21	770	MONTHLY
Merchants Manufacturers	250,000	245,997.50	2.300%	02/16/18	02/16/21	778	MONTHLY
Merrick Bank	250,000	247,152.50	2.550%	03/09/18	03/09/21	799	MONTHLY
Towne Bank	250,000	247,722.50	2.700%	04/27/18	04/27/21	848	MONTHLY
Citibank	250,000	248,737.50	2.900%	05/22/18	05/24/21	875	MONTHLY
University Of Iowa Cmnty Fcu	250,000	248,720.00	2.900%	05/24/18	05/28/21	879	MONTHLY
B Bay Llc	250,000	249,245.00	3.000%	06/15/18	06/15/21	897	MONTHLY
Connectone Bk Englewood Cliffs	250,000	249,242.50	3.000%	06/15/18	06/15/21	897	MONTHLY
Bar Harbor Bank Trust	250,000	249,197.50	3.000%	06/29/18	06/29/21	911	MONTHLY
Spiritbank Na	250,000	249,160.00	3.000%	07/13/18	07/13/21	925	MONTHLY
Peoples Security Bank	250,000	249,305.00	3.050%	08/31/18	08/31/21	974	MONTHLY
Welch State Bank	250,000	248,660.00	2.950%	08/31/18	08/31/21	974	MONTHLY
Ubs Bank Usa	250,000	250,080.00	3.200%	11/07/18	11/08/21	1,043	MONTHLY
Mountain America Fd Credit	250,000	250,060.00	3.200%	11/15/18	11/15/21	1,050	MONTHLY
Negotiable CD TOTAL	\$ 11,890,000	\$ 11,785,812					
CD TOTAL	\$ 11,890,000	\$ 11,785,812					

**CITY OF CLOVIS
FINANCE DEPARTMENT
DECEMBER 31, 2018 TREASURY RATES**

Exhibit D

Treasury Rates as of December 31, 2018

3 month Treasury bill	2.45
6 month Treasury bill	2.56
2 Yr Treasury note	2.48
3 Yr Treasury note	2.46
5 Yr Treasury note	2.51
10 Yr Treasury note	2.69



As indicated in the above graph, treasuries climb between 3 and 6 months, followed by a decline through 3-year notes, and a sharp increase through 10-year notes



AGENDA ITEM NO: 4
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: February 11, 2019


SUBJECT: Receive and File - Treasurer's Report for the Month of December 2018

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

Attached for the Council's information is the Treasurer's Report for the month ended December 31, 2018.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements and fund balances. The first page of the report provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. The second page of the report summarizes the investment activity for the month and distribution, by type of investment, held by the City. The third page lists all investments with original maturities exceeding one year as of the month ended December 31, 2018.

Prepared by: Jeffrey Blanks, Accounting Supervisor

Submitted by: Jay Schengel, Finance Director 

City of Clovis
Statement of Cash Balances
As of December 31, 2018

Previous Balance	\$ 6,093,147.17
Deposits	21,579,751.44
Disbursements	<u>(21,833,468.80)</u>
Current Balance	<u><u>\$ 5,839,429.81</u></u>

FUNDS	BALANCE
100 General Fund	\$ 592,536.48
201 Local Transportation	13,342,381.64
202 Parking and Business Improvements	127,593.67
203 Off Highway Use	67,756.73
205 Senior Citizen Memorial Trust	50,974.82
207 Landscape Assessment District	2,440,850.13
208 Blackhorse III (95-1) Assessment District	104,894.24
301 Park & Recreation Acquisition	7,574,844.61
305 Refuse Equipment Reserve	1,205,680.76
310 Special Street Deposit Fund	22,949,295.71
313 Successor Agency	(339,854.31)
314 Housing Successor Agency	1,770,349.39
402 1976 Fire Bond Redemption	25,555.36
404 1976 Sewer Bond Redemption Fund	390,584.45
501 Community Sanitation Fund	16,338,610.35
502 Sewer Service Fund	28,102,558.75
504 Sewer Capital Projects-Users	1,248,883.09
506 Sewer Capital Projects-Developer	1,448,200.60
507 Water Service Fund	47,634,043.26
508 Water Capital Projects-Users	4,442,840.18
509 Water Capital Projects-Developer	9,346,838.64
515 Transit Fund	1,207,731.40
540 Planning & Development Services	11,165,735.27
601 Property & Liability Insurance	947,671.44
602 Fleet Maintenance	9,946,824.02
603 Employee Benefit Fund	4,110,636.37
604 General Government Services	12,476,380.45
701 Curb & Gutter Fund	154,203.65
702 Sewer Revolving Fund	117,059.48
703 Payroll Tax & Withholding Fund	3,547,364.75
712 Temperance/Barstow Assmt Dist (98-1)	72,930.36
713 Shepherd/Temperance Assmt Dist (2000-1)	5,553.95
715 Supp Law Enforcement Serv	114,849.12
716 Asset Forfeiture	23,215.26
720 Measure A-Public Safety Facility Tax	177,174.66
736 SA Admin Trust Fund	1,421.40
741 SA Debt Service Trust Fund	(313,910.48)
747 Housing Successor Trust Fund	1,137.98
SUBTOTALS	<u><u>\$ 202,621,397.63</u></u>
999 Invested Funds	<u>(196,781,967.82)</u>
TOTAL	<u><u>\$ 5,839,429.81</u></u>

City of Clovis
Summary of Investment Activity
For the month of December 31, 2018

<u>Balance of Investments Previous Month End</u>		<u>\$ 191,184,420.20</u>
<u>Time Certificates of Deposit Transactions</u>		
Investments	0.00	
Withdrawals	<u>0.00</u>	
Total CD Changes		0.00
<u>Other Changes</u>		
Government Securities	1,934,470.00	
US Treasury Notes	0.00	
Local Agency Investment Fund	0.00	
Money Market	0.00	
Sweep Account	<u>3,663,077.62</u>	
Total Other Changes		<u>5,597,547.62</u>
Balance of Investments Current Month End		<u>\$ 196,781,967.82</u>

City of Clovis
Distribution of Investments
As of December 31, 2018

Insured CD's	11,890,000.00
Government Securities	111,184,544.77
US Treasury Notes	0.00
Local Agency Investment Fund	65,000,000.00
Money Market	0.00
Sweep Account	<u>8,707,423.05</u>
Investment Total	<u>\$ 196,781,967.82</u>

City of Clovis
Original Maturities Exceeding One Year
As of December 31, 2018

Institution	Face Value	Investment Balance At Amortized Cost	Maturity	Stated Rate
FHLB/3130A7R72	3,000,000.00	3,000,000.00	4/29/2019	1.250%
FFCB/3133EGCZ6	3,000,000.00	3,007,560.00	6/6/2019	1.300%
FNMA/3135G0K93	3,000,000.00	3,006,150.00	6/28/2019	1.250%
FNMA/3135G0M91	3,000,000.00	3,002,400.00	7/26/2019	1.125%
FHLMCMTN/3134GB30	3,000,000.00	2,997,000.00	9/27/2019	1.500%
FHLB/3130ACLX0	2,500,000.00	2,498,750.00	10/30/2019	1.625%
FNMA/3135G0R62	3,000,000.00	3,000,000.00	11/15/2019	1.250%
FHLMCMTN/3134GAWD2	3,000,000.00	3,000,000.00	11/27/2019	1.300%
FFCB/3133EJRD3	2,500,000.00	2,502,117.00	12/5/2019	2.390%
FFCB/3133EFZT7	1,000,000.00	994,500.00	2/24/2020	1.400%
FHLB/313378J77	1,000,000.00	1,008,596.72	3/13/2020	1.875%
FNMA/3136G4NJ8	3,000,000.00	3,006,210.00	4/27/2020	1.700%
FNMA/3136G4NK5	3,000,000.00	3,007,770.00	4/27/2020	1.800%
FFCB/3133EGD69	2,000,000.00	1,990,555.00	5/7/2020	1.320%
FHLMC/3134GBQZ8	2,500,000.00	2,498,750.00	5/22/2020	1.550%
FFCB/3133EHKR3	2,500,000.00	2,500,000.00	6/1/2020	1.670%
FHLB/3130ABNQ5	5,000,000.00	5,000,000.00	6/26/2020	1.625%
FAMCMTN/3132X0UC3	2,500,000.00	2,500,000.00	6/29/2020	1.650%
FHLB/3130ABNM4	2,500,000.00	2,500,000.00	6/29/2020	1.640%
FFCB/3133EHQJ5	5,000,000.00	5,000,000.00	7/6/2020	1.625%
FHLB/3130ACBY9	2,500,000.00	2,455,546.50	8/28/2020	1.680%
FHLB/3130ABZN9	2,500,000.00	2,465,677.50	8/28/2020	1.800%
FHLB/3130ACD92	2,500,000.00	2,500,000.00	9/18/2020	1.600%
FNMA/MTN/3136G4QB2	2,500,000.00	2,500,000.00	10/13/2020	1.850%
FNMA/3135G0Q97	2,500,000.00	2,442,365.00	10/28/2020	1.500%
FHLB/3130ACTL8	2,500,000.00	2,488,750.00	11/25/2020	1.950%
FFCB/3133EH4B6	3,000,000.00	3,000,000.00	12/22/2020	2.100%
FHLB/3130ADG30	2,500,000.00	2,486,055.00	1/26/2021	2.300%
FHLMC/3134GSBK0	2,500,000.00	2,497,500.00	1/26/2021	2.150%
FHLMCMTN/3137EAE19	2,500,000.00	2,477,875.00	2/16/2021	2.375%
FHLMCMTN/3134GBTG7	2,300,000.00	2,258,140.00	3/29/2021	1.875%
FAMCMTN/3132X0T84	2,500,000.00	2,502,236.25	4/19/2021	2.650%
FNMA/MTN/3136G4SH7	2,500,000.00	2,500,000.00	4/30/2021	2.750%
FFCB/3133EHJP9	2,500,000.00	2,452,750.00	5/17/2021	2.000%
FHLMCMTN/3134GSVY8	2,500,000.00	2,495,625.00	5/28/2021	2.850%
FHLB/313373ZY1	2,500,000.00	2,568,982.50	6/11/2021	3.625%
FHLB/3130A8EN9	2,500,000.00	2,418,750.00	6/14/2021	1.640%
FAMCMTN/3132X05D9	3,000,000.00	3,000,000.00	8/17/2021	2.750%
FFCB/3133EJF0	2,000,000.00	1,998,520.00	8/27/2021	2.700%
FFCB/3133EJZU6	2,500,000.00	2,490,877.50	9/20/2021	2.850%
FHLB/3130AF4E4	2,660,000.00	2,664,335.80	10/29/2021	3.150%
FFCB/3133EJ3B3	2,500,000.00	2,500,200.00	12/17/2021	2.800%



AGENDA ITEM NO: 5
City Manager: AA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: February 11, 2019

SUBJECT: Planning and Development Services - Approval - Design Professional Services for CIP 18-12, Fire Station No. 6, and Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENT: (A) Request for Proposal for Professional Architectural and Engineering Services

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to award a Architectural and Engineering Services agreement for CIP 18-12, Fire Station 6, to The Taylor Group Architects, in the amount of \$287,000 and;
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City

EXECUTIVE SUMMARY

City of Clovis prepared and sent out a Request for Proposals (RFP) for design professional services on October 22, 2018. Proposals from three companies were received on November 20, 2018. The Taylor Group Architects met all the qualifications of this RFP and ranked number one after the consultant selection procedure. The project consists of designing Fire Station No.6, including a new fire station, site development, site amenities, a communication tower, and a backup dispatch center. During the selection process the backup dispatch center was removed from the scope of work.

BACKGROUND

City of Clovis prepared and sent out a Request for Proposals (RFP) for design professional services on October 22, 2018. Proposals from The Taylor Group Architects, RRM Design Group, and Gutierrez Associates were received on November 20, 2018. The Taylor Group Architects met all the qualifications of this RFP and ranked number one after the consultant selection procedure.

Fire Station No. 6 will provide fire protection service to the south-eastern area of Clovis sphere of influence and will be located in the Loma Vista neighborhood of the City of Clovis. The Fire Station will be considered an anchoring building in the neighborhood as it will be the primary view from the proposed Loma Vista Village Green Park planned for the area directly south of the project.

FISCAL IMPACT

This project was approved in the 2018-2019 fiscal budget. CIP 18-12 is supported by the City Community Investment Program, funded by the General Fund. The architectural and engineer services to prepare the project design is \$287,000.

REASON FOR RECOMMENDATION

The Taylor Group Architects met all the qualifications of this RFP and ranked number one after the consultant selection procedure. There are sufficient funds available for the anticipated costs of this project.


ACTIONS FOLLOWING APPROVAL

Staff will prepare and execute an Architectural and Engineering Services agreement with The Taylor Group Architects for providing a complete design for the project as described in Attachment "A" with the amendment to remove the dispatch center.

Upon execution of the architectural and engineering services agreement with The Taylor Group Architects, staff will immediately commence the design of CIP 18-12. The project design is estimated to take 12 months to complete.

Prepared by: Ian King, Project Manager

Submitted by:


Michael Harrison
City Engineer

Recommended by:


Dwight Kroll, AICP
Director of Planning &
Development Services

CITY OF CLOVIS

REQUEST FOR PROPOSALS FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES



Fire Station No. 6 and Back-Up Dispatch Center (CIP 18-12)

Project Approval and Construction Documents Consisting of:
Architectural Design
Civil, Structural, Mechanical, Plumbing and Electrical Engineering
Geotechnical Investigation
Topographic Survey
Fire Protection Engineering
Complete Plans, Specifications and Estimates

October 22, 2018

City of Clovis
Planning and Development Services
1033 Fifth Street
Clovis, CA 93612
(559) 324-2350
www.cityofclovis.com

ATTACHMENT A

SUMMARY

Purpose:	The City of Clovis is requesting proposals from qualified and experienced Consultant firms to provide professional architectural, engineering, and design services for the development of the City of Clovis Fire Station No. 6, to include a Back-Up Dispatch Center.
Proposal Due Date:	3:00 p.m., November 20, 2018 Proposal packages received after the time and date stated above will be returned unopened to the consultant.
Submittals:	Five (5) paper copies of the proposal along with either a compact disc or flash drive containing an electronic copy of the proposal in PDF.
Addressed to:	City of Clovis Planning and Development Services – Engineering Division c/o Claudia Cazares, Management Analyst 1033 Fifth Street Clovis, CA 93612
Notification List:	The full content of the RFP is available free of charge from the vendor portal of PlanetBids, Inc. , which is accessible on the City of Clovis website . If addenda are necessary, they will be posted onto PlanetBids, Inc. as well.
Inquiries:	Requests for clarification regarding this RFP must be submitted electronically on the PlanetBids, Inc. webpage for this RFP, no later than 3:00 p.m., November 2, 2018. Responses to timely inquiries will be posted on PlanetBids, on or about November 9, 2018. <i>Communication or solicitation with other City of Clovis Officials or Employees regarding any aspect of this RFP is expressly prohibited and may result in disqualification.</i>
Funding:	Funding for this project comes from City of Clovis local funds.
Anticipated Consultant Selection Schedule:	Proposal Review and Evaluation: November 21, 2018 – December 7, 2018 Interview Top 3 Consultants: January 2, 2019 – January 15, 2019 Selection/Negotiation: January 16, 2019 – January 18, 2019 Council Approval: February 4, 2019 Contract Award and Notice to Proceed: February 15, 2019

Table of Contents

1.	INTRODUCTION.....	4
	A. PROJECT DESCRIPTION AND INFORMATION	4
	B. REQUIRED CONSULTANT SERVICES	5
	C. CITY OF CLOVIS REVIEW AND PARTICIPATION	6
2.	PROJECT INFORMATION AND REQUIREMENTS	6
	A. PROJECT REQUIREMENTS.....	6
	B. PROJECT BUDGET AND FUNDING.....	7
	C. A&E CODE REQUIREMENTS.....	7
	D. SAMPLE CONSULTANT AGREEMENT	7
3.	SCOPE OF WORK	7
	TASK 1: PROJECT MANAGEMENT	8
	TASK 2: PRELIMINARY DESIGN.....	9
	TASK 3: PLANS SPECIFICATIONS AND ESTIMATES	10
	TASK 4: BID AND CONSTRUCTION SUPPORT SERVICES	11
	REVIEW OF DELIVERABLES	11
4.	PROPOSAL SUBMITTAL AND CONTENT REQUIREMENTS	12
	A. SUBMITTAL AND CONTENT REQUIRED	12
	B. COST PROPOSAL	13
	C. CONFLICT OF INTEREST REQUIREMENTS.....	14
5.	CONSULTANT SELECTION PROCEDURES	15
6.	EXHIBITS.....	16

- EXHIBIT A – Proposed Site Plan
- EXHIBIT B – Loma Vista Community Plan and Brochure
- EXHIBIT C – Sample Floor Plans and Elevations
- EXHIBIT D – Sample Consultant Agreement
- EXHIBIT E – Project Delivery Schedule
- EXHIBIT F – Cost Proposal Template

1. INTRODUCTION

A. PROJECT DESCRIPTION AND INFORMATION

The City of Clovis is interested in securing consultant services for a full range of architectural and engineering services for the Fire Station No. 6 and Back-Up Dispatch Center Project (herein referred to as the "Project", or "Fire Station"). This project will be located on City-owned property south of Shaw Avenue, between De Wolf and Leonard Avenues (see Project Location Map below). The Project will be situated on the southern portion of the 2.96 acre property (See Parcel A of the attached Exhibit A – Proposed Site Plan) and will encompass approximately one acre of the site. The northerly portion of the site (See Parcel B of the attached Exhibit A – Proposed Site Plan) is planned for a public parking lot and is not a part of this Project.

The Fire Station Project will be considered an anchoring building in the neighborhood as it will be the primary view from the proposed Park planned for the area directly south of the project. The Back-Up Dispatch Center building will provide an area for emergency dispatch services as may be needed by both the Fire and Police Department.

The Project and project site will consist of various on-site and off-site improvements including, but not limited to, a fire station, back-up dispatch center, trail, generator, trash enclosure, fuel tank, fenced employee parking, pull back gate, video surveillance, solar panels, landscaping, cell tower, sidewalks, driveways, angled street parking, pedestrian ramps, paving, utilities, and etc.

PROJECT LOCATION MAP



Fire Station No. 6 and Back-Up Dispatch Center will be located in the Loma Vista neighborhood of the City of Clovis (see Exhibit B – Loma Vista Community Plan and Brochure). Loma Vista is the first of three Urban Centers under development in Clovis, and is designed to keep up with the rapid growth in the Fresno/Clovis Metropolitan area. The concept focuses on growth in a manner that builds upon and integrates with the existing community of Clovis. The community is envisioned to promote a full service active lifestyle within the area with a projected build-out population of about 25,000. The Loma Vista community is intended to be a sustainable community of high quality design, serving the immediate needs of the neighborhood residents.

When completed, Loma Vista will accommodate a wide range of housing, social, entertainment, recreational, cultural, and shopping opportunities, through exceptional community centers, designed to enhance the pedestrian experience. The City's goal is to promote healthier, happier living through pedestrian connectivity and pedestrian amenities such as benches, street trees, fountains, outdoor dining, public art, and specially treated sidewalks, inviting the public to stroll through their neighborhood.

The proposed Fire Station will provide services to the fast growing community. The design of the building is intended to follow the design elements of the Loma Vista community plan in the mission style of architecture. Please refer to sample indicative architecture images, sample Elevations, Fire Station Floor Plan, and Back-Up Dispatch Center Floor Plan in Exhibit C – Sample Floor Plans and Elevations.

B. REQUIRED CONSULTANT SERVICES

The Consultant selected shall provide all professional services to complete the Plans, Specifications and Estimate (PS&E), Engineering, Bid Support and Construction Support for the project including but not limited to the professional services listed below, as a part of the overall project.

The Consultant selected shall provide all services to complete:

1. Site Topographic Survey
2. Architectural Design
3. Structural Engineering
4. Geotechnical Engineering
5. Civil Engineering
6. Electrical Engineering
7. Security Electronics
8. Mechanical Engineering
9. Fire Protection Engineering
10. Cost Estimating
11. Landscape Design
12. Bid Support
13. Construction Support
14. Record Drawings

Consultant shall provide an organizational chart that shows how the Consultant's Project Manager will manage lines of communication between the team, City of Clovis, key stakeholders, etc. and identify the key staff that will interact with the City of Clovis. The consultant shall provide brief resumes of the key staff and an explanation of the function each key person will perform. The City will require a CASP certified consultant staff member on the design team. The lines of communication should generally follow the outline listed below.

Design Phase

- Project Lead - City of Clovis Project Manager
- Design Team Project Lead – One (1) Representative from Design Team
 - Design Team Project Lead coordinates with City of Clovis Project Manager
 - Design Team Project Lead coordinates with various sub-consultants
 - Design Team Project Lead coordinates with Construction Manager during constructability review

Construction Phase

- Construction Manager
 - Coordinates with Contractor, Design Team Project Lead and City of Clovis Project Manager
 - Contractor will directly work with Construction Manager
- Design Team Project Lead
 - Coordinates with Construction Manager and City of Clovis Project Manager
- City of Clovis Project Manager
 - Will review and/or approve recommendations made by the Construction Manager and Design Team Project Lead

C. CITY OF CLOVIS REVIEW AND PARTICIPATION

The City of Clovis will assign an on-staff Project Engineer to serve as the City's Project Manager, to oversee the project during the design and construction phase, and provide the selected Consultant all the available information the City may have.

2. PROJECT INFORMATION AND REQUIREMENTS

A. PROJECT REQUIREMENTS

The Project will consist of the following elements/deliverables:

1. Structural Design;
2. Site investigation, including but not limited to Topographic Survey and Geotechnical Investigation;
3. Complete design of the Fire Station, including plans and specifications;
4. Prepare complete detailed (line item) architect/engineer's estimate;
5. Bid Support Services;
6. Construction Support Services;
7. Consultant shall prepare and submit a comprehensive schedule to reflect the time

frame required for completing each task of the Scope of Work. Tasks which are interdependent, must be identified and given a completion date. When preparing the schedule, the Consultant shall use February 15, 2019 as the date of the Notice to Proceed. The consultant is encouraged to develop dates, and suggest changes to expedite delivery of the requested services.

B. PROJECT BUDGET AND FUNDING

This project is funded with local funds. The proposed budget for construction of the Fire Station, Back-Up Dispatch Center and Site Work is \$4,500,000.

C. A&E CODE REQUIREMENTS

The consultant's services will be provided under the general direction of a Registered Professional Engineer employed by the Consultant. Applicable building/design codes and regulations include, but are not limited to: California Code of Regulations-Title 24; California Building Standards, Administrative Code, Title 24, Part 1; California Building Code; California Fire Code; California Mechanical Code; California Plumbing Code; California Electric Code; California Green Building Standards Code, ADA Standards for Accessible Design, Code of Federal Regulations-Title 19, Public Safety Codes; and all other codes and regulations that govern construction in the City of Clovis.

D. SAMPLE CONSULTANT AGREEMENT

The Sample Consultant Agreement (Exhibit D) is the Consultant Service Agreement that the City intends to use for this project. It is recommended that the Consultant review the sample Agreement with legal and insurance providers. The estimated fee stated in the Consultant's proposal shall be based on the terms in the Agreement in addition to the Scope of Services. Generally, the City does not negotiate the terms for such Agreements, but a proposing Consultant shall raise any concerns about the Agreement and identify all contract issues in its proposal.

3. SCOPE OF WORK

The City of Clovis is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to designing Fire Station No. 6 and the Back-Up Dispatch Center, including site development, site amenities and a communication tower. In general, the work shall comply with the requirements of all of the following, without limitation, and shall apply these to this RFP, and any subsequent contract, as though incorporated herein by reference:

1. Federal laws
2. State laws and Building Codes
3. Local laws and Building Codes
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products.

6. Insurance requirements of the City of Clovis, included in the sample contract in Exhibit D.

Specific Tasks are identified below:

TASK 1: PROJECT MANAGEMENT

This task includes all work by the Consultant to effectively manage the scope, cost, and schedule of the Project. This may include, but is not limited to, the activities and deliverables identified below:

A. Project Administration

1. Prepare and submit monthly progress reports.
2. Prepare and submit progress payment invoices accompanied with backup material supporting the amount being invoiced at project milestones, or as negotiated within the contract, and in a form as approved by City staff. Invoices shall include the following:
 - Prepared on the consultant's letterhead;
 - Signed by the consultant's project manager;
 - Have a unique invoice number;
 - Attached appropriate supportive documentation;
 - Each milestone should be invoiced separately;
 - A summary of the reimbursements to-date and a summary of the funds remaining in the contract;
 - If the contract involves sub-consultants, an invoice from the sub-consultant should be attached in the same format as the prime consultant's invoice and should be included in the summary of the prime consultant's invoice;
 - For each sub-consultant: a summary of payments to-date and funds remaining in the contract(s).
3. Coordinate in-house design staff and sub-consultants to ensure free and timely flow of information for each task activity.

B. Project Communication

1. Prepare and submit correspondence and memos, including all meeting minutes.
2. Support and prepare materials as may be requested for meetings including but not limited to City presentations, Technical Advisory Committees, and other stakeholders.

C. Project Meetings:

1. Initiate and conduct monthly Project Development Team (PDT) Meetings. The first PDT meeting will take place one month from the date of contract execution.
2. Coordination meetings as may be required to obtain required deliverables.

Consultant Deliverables:

- Project Correspondence and Meeting Minutes

TASK 2: PRELIMINARY DESIGN

This task includes all work by the Consultant to arrive at the final architectural design including selecting the final elevation, and PS&E. This task includes, but is not limited to, the activities and deliverables identified below:

A. Architectural and Structural Design:

Consultant shall prepare two (2) preliminary architectural designs with 2-D and 3-D renderings and present such to public stakeholders and decision making body(ies). These preliminary designs shall be accompanied by rough construction estimates to assist staff in selection of the final design. The presentation will include project descriptions identifying unique project characteristics to assist the decision making body in selecting a design.

- B. 1st Design Submittal (Plans and Estimates):** Includes compiling and reviewing existing data pertinent to the Project, planning activities, identifying and requesting supplemental information, establishing coordination with any adjacent projects, obtaining information and requirements for utilities, permits, defining and refining the design alternative, preparing base mapping, developing preliminary utility impacts, and preparing the preliminary cost estimate. This task includes, but is not limited to, the activities and deliverables identified below:

1. Data Collection and Review: Consultant should obtain and review available data and information necessary for planning and preliminary design of the Project. The information may be obtained from City of Clovis, local agencies, utility owners, and other agencies and organizations.
2. Permits: Consultant will secure permits from the appropriate entities to obtain physical access, as may be required, to confirm site conditions.
3. Base Mapping: Prepare mapping with expanded details for potential use in the final design of the Project.
4. Preliminary Cost Estimate

Consultant Deliverables:

- Structural Design and Architectural Preliminary Design(s)
- Site Topography
- Preliminary Architectural/Engineering Plans
- Preliminary Cost Estimate

City Deliverables:

- Provide the Consultant all the City standards and City of Clovis Standard Specifications.
- Provide the Consultant with all the available information such as utilities plats, as-built drawings, etc.

TASK 3: PLANS SPECIFICATIONS AND ESTIMATES

This task includes all work necessary to prepare the PS&E for City approval. When the project has been accurately defined, appropriate activities and deliverables for PS&E shall be identified and Consultant shall prepare a memorandum documenting such. This task may include but is not limited to the following activities and deliverables identified below:

- A. Surveying and Mapping: The consultant shall perform surveys and generate survey data as necessary to perform the final design.
- B. Preliminary Engineering and Technical Reports: Consultant shall prepare and revise documents including technical reports and design exception fact sheets, and modify access reports as required for approval of 1st Submittal PS&E. This task shall include, but is not limited to, preparation of a Drainage Report, Storm Water Data Report, Foundation Reports, Elevation Selection, and Geotechnical Design & Material Report.
- C. 1st, 2nd, 3rd and Final Submittal PS&E Packages for City Review and Approval: This task involves transfer of prior phase design data and preparing 1st, 2nd, 3rd and Final Submittal level construction documents. This task includes, but is not limited to, circulating PS&E packages to interested parties for review and comment, logging and indexing all comments received as a result of the circulation, and preparing a written response to each comment received.
- D. Utilities: Consultant shall coordinate with the utility companies to complete draft Utility Relocation Agreements and define the limits of Right of Way required for the relocations (If Applicable).
- E. Obtain Permits: The Consultant shall identify and obtain Resource Agency Permits/authorizations and Other Permits that may be necessary to construct the project (If Applicable).
- F. Consultant to present final design to City of Clovis staff.

Consultant Deliverables:

- 1st Submittal PS&E
- 2nd Submittal PS&E
- 3rd Submittal PS&E
- Final PS&E
- Permits

TASK 4: BID AND CONSTRUCTION SUPPORT SERVICES

These tasks include all design support service work necessary to advertise, administer and award (AAA) the construction contract. During the construction phase, construction support services will be provided by the design consultant. These tasks may include, but are not limited to, the following activities and deliverables identified below:

- A. Attend Pre-Bid (If Applicable)
- B. Responding to bid inquiries
- C. Preparation of Addenda (If Applicable)
- D. Reviewing shop drawings, submittal reviews as required
- E. Responding to RFIs regarding the design
- F. Evaluating contract change orders (CCOs) if requested
- G. Construction observation as requested
- H. Attending weekly construction meetings
- I. Develop Architect's Supplemental Instructions (ASI's) only (If Applicable)
- J. Provide record drawings during the close out phase.

Consultant Deliverables:

- Design support services during Advertising/Bid
- Design support services during Construction
- Development of ASI's
- Record Drawings

REVIEW OF DELIVERABLES

In case of conflict, ambiguities, discrepancies, errors or omissions among the reference materials obtained by the Consultant from other agencies, the Consultant shall submit the matter to City of Clovis for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by the Consultant before clarification by City of Clovis shall be at the Consultant's risk. Such conflicts, ambiguities, discrepancies, errors or omissions among the references shall not give rise to a claim by the Consultant for extra work unless the Consultant can demonstrate that it has incurred additional expenses as a result thereof.

All submittals of final technical reports and drawings shall be provided electronically in PDF, Microsoft Word, Microsoft Excel format, and/or AutoCAD format, as directed by City of Clovis. City of Clovis will require seven (7) sets of hard copies for its use.

The Consultant shall assume a minimum review time of 15 working days for City of Clovis' review of the following documents, prior to releasing for initial review by stakeholders:

- Structural/Architectural Design
- Project cost estimates
- 1st Submittal Package PS&E

- 2nd Submittal Package PS&E
- 3rd Submittal Package PS&E
- Final PS&E
- Utilities Relocation (If Applicable)
- Design Support during Advertise/Bid and Construction Phases

4. PROPOSAL SUBMITTAL AND CONTENT REQUIREMENTS

The City requests that the Consultant submit a concise proposal clearly addressing all of the requirements outlined in the RFP. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget.

Proposer shall submit one electronic file (in PDF) and five (5) bound sets of their written proposal containing 8-1/2" x 11" sheet sizes for the text and 11" x 17" sheet sizes for any fold-out drawings. Proposals shall be no more than 40 pages, including the contents identified below, drawings, resumes and the cover letter. Double sided pages will count as two pages.

A. SUBMITTAL AND CONTENT REQUIRED

The proposal must include, at a minimum, the following information:

1. Cover letter, signed by a company officer authorized to bind the company in agreements.
2. Project Understanding: Provide a summary of the consultant's understanding of the project as a whole and the unique capabilities to perform the services required. The summary shall establish that the Consultant understands the City's objectives and work requirements and the Consultant's ability to satisfy those objectives.
3. Scope of Work: Provide a detailed Scope of Work Statement describing all the services to fulfill the project scope of work, including a list of the tasks to be performed and any additional field investigation or exploratory work to be performed. Include a description of the project deliverables for each phase of work. The proposal may also include technical or procedural innovations, or specific new concepts that have been used successfully on other projects and which may benefit the City with better service delivery. Describe the proposed cost control and budgeting methodology for this project. Describe critical architectural and/or engineering design issues associated with the project and how you will address these. Provide information regarding your firm's financial management capabilities including the accounting proposed for the Project. Finally, discuss how cost and schedule could be minimized.
4. Schedule of Work: Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Delivery Schedule shown in Exhibit E, however, expedited schedules are preferred with justification for timeline feasibility.

5. Experience with Similar Projects: The consultant's experience and history in performing this type of work on projects similar to the Fire Station Design project including the consultant's ability to provide prioritized project recommendations and scheduling based on an efficient timeline. Include references of persons, firms, or agencies that the City may contact to verify the experience of the Consultant.
6. Project Team and Organizational Chart: A brief description of the Consultant's firm (firm size, financial stability, capacity and resources) as well as the proposed local organization structure shall be included. Similar information about other firms participating in the Proposal shall be included. An organization chart setting forth the project manager, supporting staff, and sub-consultants who have worked on similar type projects. Key project team members shall be identified by name, title and specific responsibilities on the project and the key team members identified in the original proposal shall not change (be different than) in the executed contract.
7. Staff resumes
8. Statement of qualifications: A statement of qualifications and experience for each licensed individual or certified individual proposed to perform responsible portions of the work. Provide a Staffing Plan showing the project team will be able to provide sufficient staffing with qualified individuals throughout the contract. Include availability of key staff members for this Project.
9. Conflict of Interest Statement: The proposing Consultant shall disclose any financial, business or other relationship with the City of Clovis that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.
10. References. The Consultant should provide a minimum of five (5) references.

B. COST PROPOSAL

The proposal shall include cost and rate information. **A cost proposal shall be submitted with the initial written proposal.** The method of payment for this contract will be based on percentage of work completed. The total price paid to consultant shall include compensation for all work and deliverables. The cost proposal shall not count towards the 40 page maximum page limit.

The City will process monthly progress payments which shall be based on percent of work complete or completion of clearly defined "milestones."

For uniformity, cost proposals should be submitted in the format provided in Exhibit F (Template Cost Proposal). The cost proposal must identify the key staff identified in the organizational chart and other classifications that will be billed. The template cost proposal identifies both proposed hours and hourly rates per consultant and subconsultant, as well as cost proposal by task and sub-task.

The contract cost proposal will document the agreed upon progress payment and include the necessary milestones costs, or the percent work complete schedule. Any new classifications will be required to be approved by the City before they can incur work on the contract.

C. CONFLICT OF INTEREST REQUIREMENTS

Throughout the term of the awarded contract, or any potential future construction engineering contract, any person, firm or subsidiary thereof who may provide, has provided, or is currently providing Design, Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its sub-consultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design and Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the City of Clovis on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

5. CONSULTANT SELECTION PROCEDURES

City of Clovis staff will assemble a Selection Committee and will review and evaluate all proposals received in accordance with the criteria identified below.

The selection process will include the following evaluation factors:

1. Proposal Thoroughness and Understanding: Consultant has demonstrated a clear and complete understanding of the project requirements, goals, and constraints. Proposal shows creativity and innovation in the consultant's approach to the Project.
2. Project Time Schedule: Consultant has prepared a clear and comprehensive schedule that properly reflects the scope and objectives of the project. Consultant shows capability of developing innovative or advanced techniques and perform the work within a suitable time frame.
3. Cost of Services Proposed: Cost proposals will be reviewed for practicality and reasonableness, but may not be the deciding factor on Consultant Selection.
4. Qualifications, Staff Expertise and Overall Experience: Qualifications of the firm, Project Manager, Civil or Structural Lead, and sub-consultant has been demonstrated through similar projects and experience. Quality of staff clearly demonstrates technical ability to complete the project requirements.
5. Financial Management Accounting System: Demonstrates financial responsibility and capacity to carry out the project.
6. References and Availability: References provide strong support and history of having worked with the consultant. Key personnel are available and committed to the project.

The evaluation worksheet will be similar to the table shown below:

WRITTEN EVALUATION CRITERIA	MAXIMUM POINTS
Proposal Thoroughness and Understanding	15
Project Time Schedule	15
Cost of Services Proposed	15
Qualifications, Staff Expertise and Overall Experience	10
Financial Management Account System	5
References and Availability	10
SUBTOTAL PROPOSAL	70
ORAL INTERVIEW CRITERIA	MAXIMUM POINTS
Presentation by team: Project understanding, identified critical issues, shows innovation, solution driven; ability to communicate effectively.	10
Q&A: Response to panel's questions.	20
SUBTOTAL ORAL INTERVIEW	30
TOTAL	100

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all proposals, and/or amend the scope of work.

6. EXHIBITS

(SEE FOLLOWING PAGES)

Exhibit A
Proposed Site Plan

Exhibit B

Loma Vista Specific Plan and Brochure

The Loma Vista Specific Plan can be found here:

<https://www.ci.clovis.ca.us/Portals/0/Documents/Planning/SpecificPlans/LomaVistaSpecificPlan.pdf?ver=2016-09-12-060030-700>

The Loma Vista Plan Brochure can be found on the next two pages.

ARTISAN AND CRAFTSMAN THEME



Subdivisions within the area are identified by distinct thematic "Craftsman" design elements, which are incorporated into entry monuments, signs, walkways, lighting fixtures, tiles, and other public amenities.



The Loma Vista community provides exceptional urban design coupled with Craftsman and Bungalow charm.



The theme is incorporated into living and work areas visible throughout the entire area, making Loma Vista an ideal community for living, work, and play.



LOMA VISTA MAKING IT HOME

Communities like Loma Vista are why people are saying:
"Clovis is a way of life".



For more information,
please contact:
City of Clovis
Planning Division

1033 Fifth Street
Clovis, CA 93612
Phone: 559-324-2340
Fax: 559-324-2866
www.cityofclovis.com

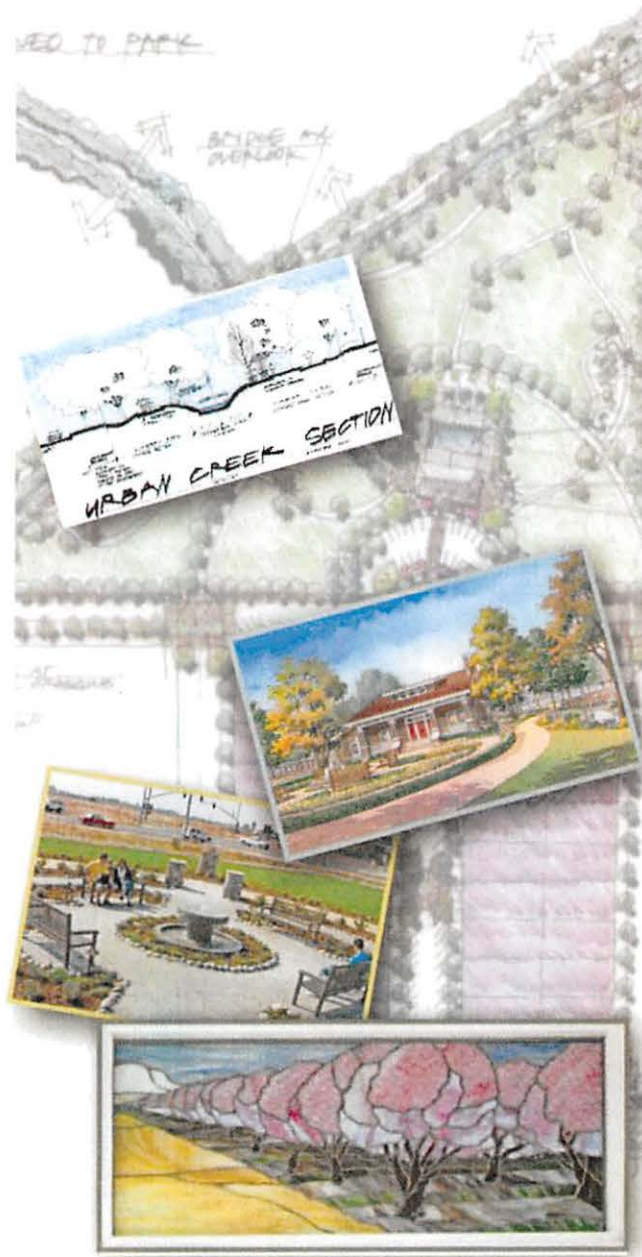


Welcome to...



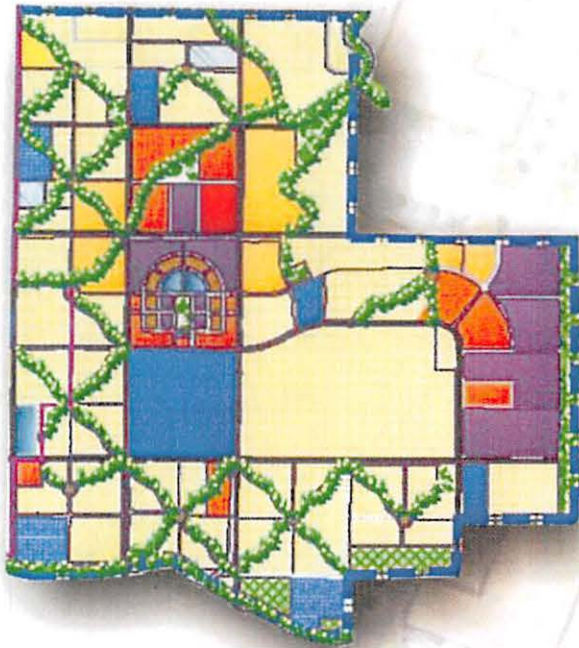
LOMA VISTA

A CLOVIS COMMUNITY



WHAT IS LOMA VISTA?

Loma Vista is the first of three Urban Centers under development to keep up with rapid growth in the Fresno/Clovis metropolitan area. The concept focuses on growth in a manner that builds upon and integrates with the existing community of Clovis. Urban centers are envisioned to promote a full service active lifestyle within communities of about 25,000 in population. These communities are intended to be sustainable communities of high quality design, serving the immediate needs of Urban Center residents.



When completed, Loma Vista will accommodate a wide range of housing, social, entertainment, recreational, cultural, and shopping opportunities, through exceptional community centers, designed to enhance the pedestrian experience. In addition, residents of Loma Vista will relish walkable paths through high quality "Craftsman" era neighborhoods, inviting exploration into cafés, outdoor dining, and retail facilities located within the three community centers.

LOMA VISTA WALKABLE COMMUNITIES

Pedestrian connectivity is the key focus of the Loma Vista community. Pedestrian amenities, such as benches, street trees, fountains, outdoor dining, public art, and specially treated sidewalks, invite the public to stroll. Upon its completion, Loma Vista will have incorporated approximately 20 miles of trails and paseos for the enjoyment of the community.



The City's idea is to promote healthier, happier living. Paseos provide pedestrian trails making it easier to drive less by locating key destination points such as commercial uses and employment centers near residential areas, and with creating neighborhood parks and outdoor spaces that encourage people to spend more time outside.



LOMA VISTA COMMUNITY- VILLAGE CENTERS

Community Center South is a 128-acre Master Planned Community located in the heart of the Southeast Urban Center. This area contains the greatest concentration of the shopping, entertainment, and social uses in a vibrant and pedestrian oriented setting. It is designed to be anchored by and integrated with the Reagan Educational Center.



Community Center South is designed around a village green, an expansive open space feature that accommodates an amphitheater. Public facilities such as a library and post office are also envisioned adjacent to the village green.

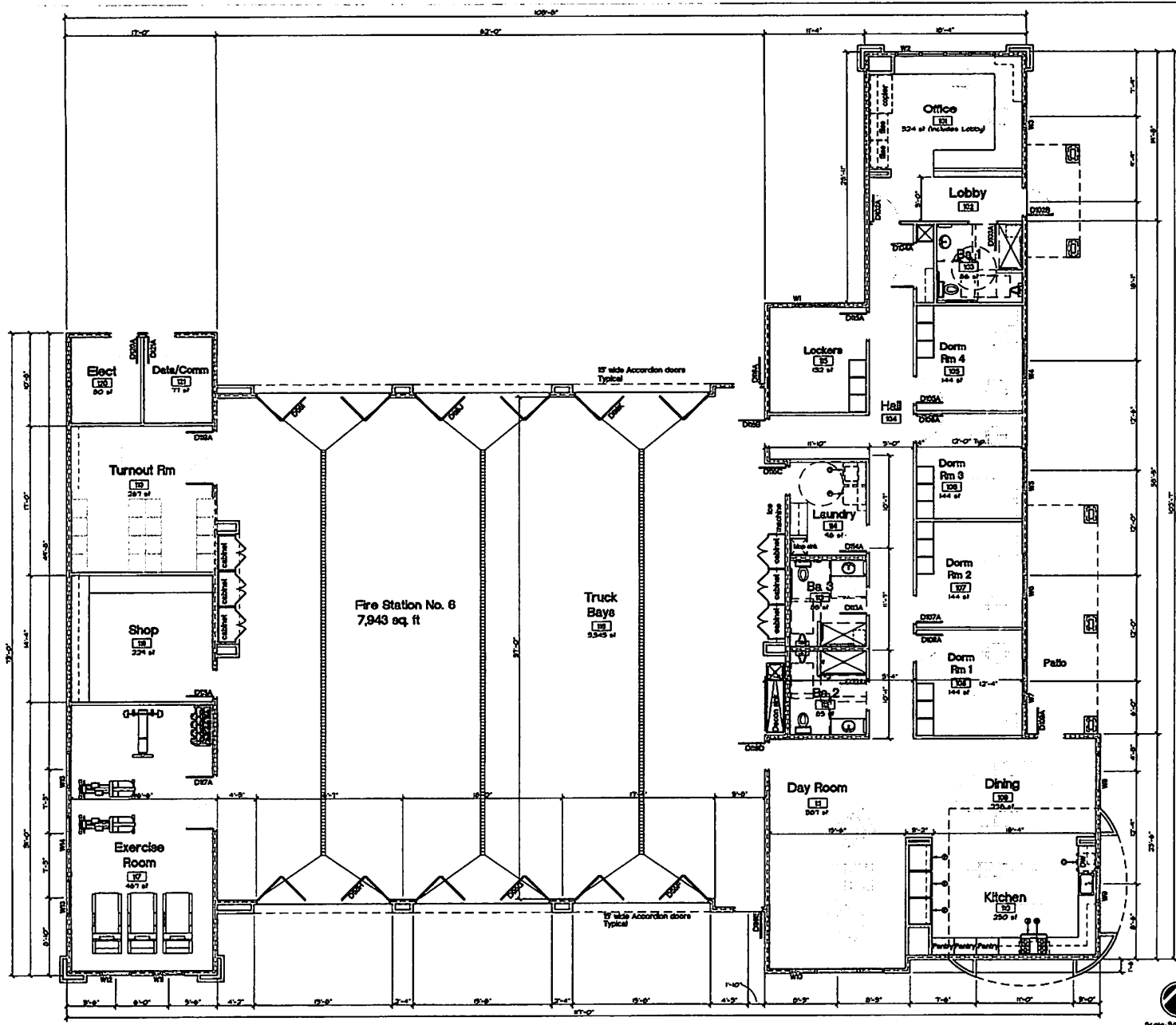


Community Center North encompasses 100-acres of land bounded by Shaw Avenue on the south, and Leonard Avenue on the east. This community will offer a "main street" and a recreational park in the same style of Community Center South.

Community Center North provides a multi-modal underpass on Shaw Avenue connecting the two community centers.

The 389-acre **Eastern Village** stretches along Shaw Avenue from Highland to McCall Avenue and south to Ashlan Avenue. The Village contains a mixture of uses, from a Mixed Use Community Center, retail commercial, office, business campus, and various densities of residential uses.





Room No.	Room Name	Floor	Area	Notes	Remarks
10	Turnout Rm	1st	287		
10	Shop	1st	224		
10	Exercise Room	1st	407		
10	Day Room	1st	507		
10	Kitchen	1st	200		
10	Dining	1st	250		
10	Laundry	1st	45		
10	Dorm Rm 1	1st	144		
10	Dorm Rm 2	1st	144		
10	Dorm Rm 3	1st	144		
10	Dorm Rm 4	1st	144		
10	Office	1st	324		
10	Lobby	1st			
10	Lockers	1st	103		
10	Hall	1st			
10	Elect	1st	80		
10	Data/Comm	1st	77		

Material Types		Remarks
Floor	1st Floor: 1" Concrete, 2" Grout, 1" Sand	1st Floor: 1" Concrete, 2" Grout, 1" Sand
Walls	1st Floor: 12" CMU, 2nd Floor: 12" CMU	1st Floor: 12" CMU, 2nd Floor: 12" CMU
Roof	1st Floor: 12" CMU, 2nd Floor: 12" CMU	1st Floor: 12" CMU, 2nd Floor: 12" CMU

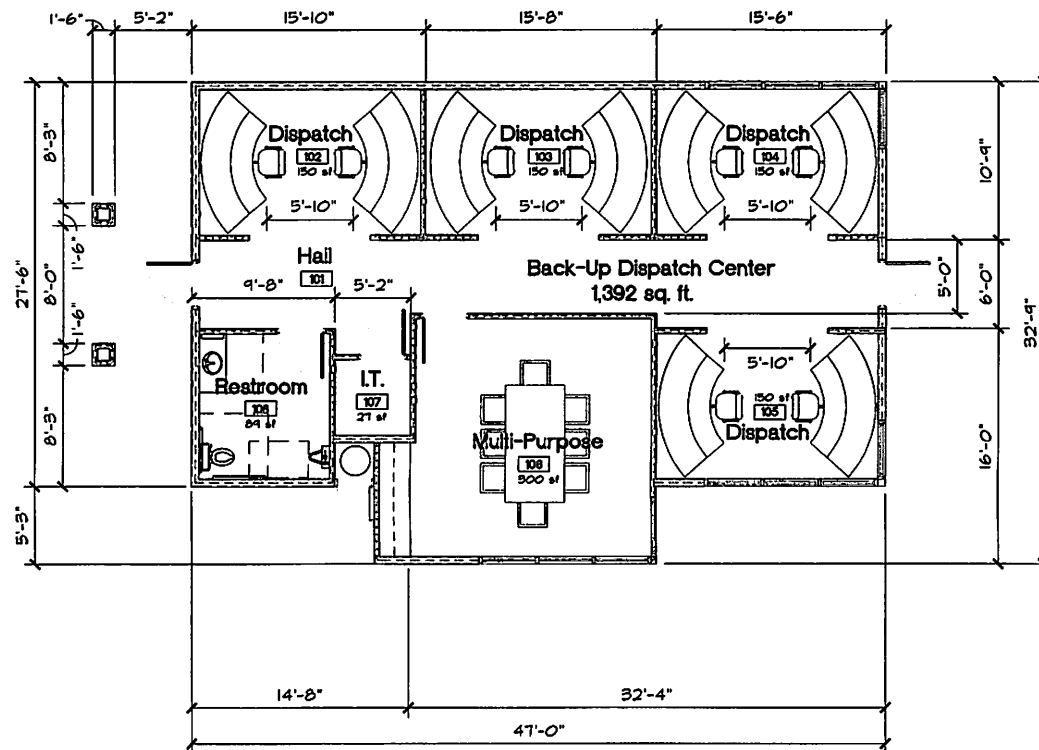
Room Finish Schedule

No.	Appliance	Description	Quantity
A	30" Gas Range	Kamars E15 4.5 cu ft. 30-in. Gas Range - Stainless Steel Model # 5200	1
B	Range Hood	Drain E15 24" Hood Series Built-in under cabinet range hood Stainless Steel	1
C	Microwave	Kamars E15 13 cu ft. Countertop Microwave w/ Convection - Stainless Steel Model # 52043ASE Includes Trim Kit	2
D	Dishwasher	Kamars Pro 24" Built-in Dishwasher - Stainless Steel	1
E	Refrigerator	Kamars E15 25 cu ft. Side by Side with Smart Sense Stainless Steel	3
F	Clothes Dryer	Kamars E15 40 cu ft. Gas Dryer - Hot Water Heater Model # 52075	1
G	Extractor	Continental Group Hard Mounted Commercial hood	1

Appliance Schedule

Appliances may be substituted on an equal basis (verify with owner)

Floor Plan - Fire Station



Scale: 1/4" = 1'-0"

Floor Plan - Back-up Dispatch Center



- General Pledge (Racco)**
1. General disclaimer: these are constructive self-pledges to Chapter 25 of California Building Code.
2. I am not a general pleader and I am not making this statement in the statement in 1 or 2 or 3 or 4 or 5 or 6 or 7 or 8 or 9 or 10 or 11 or 12 or 13 or 14 or 15 or 16 or 17 or 18 or 19 or 20 or 21 or 22 or 23 or 24 or 25 or 26 or 27 or 28 or 29 or 30 or 31 or 32 or 33 or 34 or 35 or 36 or 37 or 38 or 39 or 40 or 41 or 42 or 43 or 44 or 45 or 46 or 47 or 48 or 49 or 50 or 51 or 52 or 53 or 54 or 55 or 56 or 57 or 58 or 59 or 60 or 61 or 62 or 63 or 64 or 65 or 66 or 67 or 68 or 69 or 70 or 71 or 72 or 73 or 74 or 75 or 76 or 77 or 78 or 79 or 80 or 81 or 82 or 83 or 84 or 85 or 86 or 87 or 88 or 89 or 90 or 91 or 92 or 93 or 94 or 95 or 96 or 97 or 98 or 99 or 100 or 101 or 102 or 103 or 104 or 105 or 106 or 107 or 108 or 109 or 110 or 111 or 112 or 113 or 114 or 115 or 116 or 117 or 118 or 119 or 120 or 121 or 122 or 123 or 124 or 125 or 126 or 127 or 128 or 129 or 130 or 131 or 132 or 133 or 134 or 135 or 136 or 137 or 138 or 139 or 140 or 141 or 142 or 143 or 144 or 145 or 146 or 147 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Joint System

1. Caulk all wall and roof penetrations.
2. Caulk all windows and door laps at head, sill and jamb.

Elevation Notes



No.	Description
1	Synthetic stone
2	Aluminum signposts
3	Screened tile
4	1/2" Cement plaster finish (2) Coat cement plaster system over (2) layers grade 1/2" paper over asphalt- less. Reference Elevation Notes for more information
5	Door or window per Floor Plan
6	Entry canopy
7	Site lighting
8	Road tile
9	Concrete base
10	Stone cement trim

Elevations Key Notes

EXHIBIT C
SAMPLE ELEVATION PICTURES





Exhibit D
Sample Agreement



CITY of CLOVIS

1033 FIFTH STREET • CLOVIS, CA 93612

AGREEMENT

This Agreement is made and entered into this «Adjusted Execution Date», by and between the City of Clovis, a municipal corporation, hereinafter referred to as "City", and «Consultant», hereinafter referred to as "Consultant";

WITNESSETH

WHEREAS, City requires the services of a qualified firm with adequate experience to provide professional consulting services as required herein and as directed by the Engineer for «Project No» «Project Title», hereinafter referred to as the ("Project"); and

WHEREAS, Consultant agrees to furnish all labor and materials, including tools, implements and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, subcontractors, artisans, machinists, teamsters, draymen and laborers required for the Project;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Consultant as follows:

ARTICLE I. CONTRACT DOCUMENTS

A. Order of Precedence

City hereby employs Consultant to perform the services herein set forth at the compensation and upon the terms and conditions herein expressed, and Consultant hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Consultant to commence work immediately upon issuance of the Notice to Proceed to Consultant. Consultant shall, during the term of this Agreement, perform the services pursuant to the Contract Documents ("Contract") in the Order of Precedence as listed below:

1. Agreement and all signed amendments;
2. Consultant's Proposal ("Proposal");
3. Project Specifications;
4. Project Plans;
5. City Standard Specifications; and
6. City Standard Plans

Proposal shall be attached as an Exhibit A "Scope of Work" to define the services and Scope of Work in details specifically for the Project including a "Fee Schedule" to define the hourly rates of all staff at prevailing wages and the fees of all available services can be provided by Consultant.

B. Prosecution of Contract Documents

City and Consultant agree that notices to Consultant, the Consultant's Proposal, the Standard Plans and Specifications, the Project plans and drawings, the Project Specifications and Project Plans are incorporated herein by reference, and together with this Agreement, form the Contract Documents for the Project, and they are as fully a part of the Contract Documents as if herein repeated. If there is a conflict between any provision(s) of the remaining Contract Documents and any provision(s) of this Agreement, the provision(s) of this Agreement shall prevail and the conflicting provision(s) in the remaining Contract Documents shall not be applied under the circumstances in which the conflict exists, but shall remain applicable in all other circumstances.

While the Proposal may be applied to clarify or resolve any ambiguities in this Agreement, any inconsistencies between the express provisions of this Agreement and the provisions of the Proposal shall be resolved and determined as provided by and in accordance with the express terms and conditions of this Agreement.

Written modifications and amendments signed by both parties will take precedence over documents listed above. Whenever any conflict appears in any portion of the Agreement, it shall be resolved by application of the Order of Precedence above.

ARTICLE II. OWNERSHIP, DELIVERY, AND REPRODUCTION OF DRAWINGS, REPORTS, CERTIFICATIONS

All field notes, sketches, pencil tracings or working drawings, plans, CAD drawings, daily reports, material reports and certifications and computations in reproducible forms, specifications, and other documents prepared or provided by the Consultant under this Agreement are the property of the City upon termination or completion of the Agreement, and the Consultant shall not permit the reproduction or use thereof by any other person except as provided herein.

This Agreement creates a non-exclusive and perpetual license for the City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawing, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Consultant pursuant to this Agreement, not only as they relate or may relate to this Project but as they relate or may relate to other projects. Consultant shall require any and all subcontractors and consultants to agree in writing that the City is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

Consultant represents and warrants that Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings estimates or other documents that Consultant or its sub-consultants prepares or causes to be prepared pursuant to this Agreement. Consultant makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expressions, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Consultant and provided to Consultant by the City.

ARTICLE III. CITY'S RESPONSIBILITIES

1. Provide access to all existing information and data in the City's possession upon request which are required in connection with the engineering services, including, but not limited to, pertinent maps, reports, legal information, rights-of-way, restrictions, and easements.
2. Provide upon request access to, and make all provisions necessary to enter upon, public or private lands as required for Consultant to perform such work as surveys and inspections in development of the Project.
3. Provide a boiler plate of construction specifications in Microsoft Word format and a boiler plate of construction plans in AutoCAD format.
4. Manage and be responsible for all negotiations with owners in connection with land and/or easement acquisition and provide all title reports and appraisals required.
5. Hold all required special meetings, serve all public and private notices, with the exception of correspondence required for design, receive and act upon all protests, and perform all services customarily performed by owners as necessary for the orderly progress of the work and the successful completion of the Project, and pay all costs incidental thereto.
6. Prepare all amendments to this Agreement and change orders during construction.
7. Make all progress payments to Consultant set forth in ARTICLE VIII "Payment and Billings".

ARTICLE IV. CONSULTANT'S RESPONSIBILITIES

It shall be the duty, obligation and responsibility of the Consultant, in a skilled and professional manner, to perform, furnish, and supply to the City the following work and services as applicable herein and as more specifically provided in the Scope of Work set forth in the *Exhibit A* attached.

A. Preliminary Design Phase

1. The Consultant shall consult with officials and employees of the City and review all information concerning the Project the City delivers to the Consultant to ascertain the requirements of the Project.
2. The Consultant shall conduct studies and investigations as necessary to confirm requirements of design, including any required field surveying. Arrange for timely surface and subsurface investigations.
3. The Consultant shall submit preliminary construction plans to all related public utility agencies, i.e., PG&E, Pacific Bell, Comcast, and any other affected agencies for their review and consideration at the earliest possible date. Any utility relocation that shall be required by the Project shall be coordinated by the Consultant, and any special construction requirements requested by those agencies and approved by the City shall be shown on the final construction plans and/or noted in the construction specifications.
4. The Consultant shall make such presentations to the City as may be necessary or desirable to obtain the approval of the City and shall assist the City in applying for and obtaining from applicable public/utility agencies any approval, service, permit, report, statement, or waiver required by law. The Consultant shall assist City in the preparation and/or modification of the Storm Water Pollution Prevention Plan, if any such plan is required for this Project.
5. The Consultant shall prepare and submit construction plans, sufficient to show the concept and scope of the proposed Project and to prepare a preliminary estimate of construction cost and Project design schedule, if different from the scope of work in the *Exhibit A*.

6. The construction plans shall be qualified for first review which obtains all of the existing utilities, facilities, grades and other improvements that have impacts and conflicts against the proposed Project.
7. All drawings and construction plans shall be Arch D (24"x36") sheets with City standard title sheets. All scale, dimensions, estimates and quantities shall be in English units.

B. Design Phase

1. Prepare engineering designs for the Project and submit the construction documents for City's review.
2. Review laboratory reports on material tests and in-plant inspections. The City will provide all soils investigations and foundation reports to Consultant if geotechnical engineering is not included in this Agreement.
3. Revise engineering designs based on City's comments from previous reviews.
4. Prepare and submit a complete set of final construction drawings, specifications, and all associated construction documents. Obtain signatures from all participating public agencies and public utilities agencies.
5. Prepare and submit estimates of quantities and construction costs in Microsoft Excel format.
6. Submit all digital files for the final construction documents including the final engineering design in AutoCAD format, the final construction specifications in Microsoft Word format, and the approved final construction plans and approved final construction specifications in Portable Document Format (PDF).

C. Construction Phase

1. Furnish City with general consultation and advice during construction.
2. Review shop drawings furnished by the Contractors.
3. As required by City, furnish reproduction of construction drawings and specifications and reproducible of the "Record Drawings".
4. Prepare "Record Drawings" reflecting changes made during construction. This shall mean the original tracings of construction drawings shall be modified, if necessary, because of City approved deviations from the original plans.

D. Topographic Surveying

1. Consult with City's officials and employees to review all geotechnical information concerning the Project and to ascertain the requirements of the Project.
2. Conduct studies and investigations as necessary to confirm requirements of design, including any additional required field surveying. Arrange for timely surface and subsurface investigations.
3. Make such presentations to the City as may be necessary or desirable to obtain the approval of the City and shall assist the City in applying for and obtaining from applicable public/utility agencies any approval, service, permit, report, statement, or waiver required by law.
4. Prepare and submit topography plans, sufficient to show the concept and scope of the Project and a preliminary estimate of surveying cost and schedule, if different from the scope of work in *Exhibit A*.
5. Submit one digital point file for the City in creating design surfaces in AutoCAD.
6. Provide two (2) sets of plans with the signatures of a Professional Land Surveyor.
7. Submit all digital files of final surveying documents in both AutoCAD format and Portable Document Format (PDF).
8. All scale, dimensions, estimates and quantities shall be in English units.
9. Establish vertical and horizontal controls. Horizontal control shall be based on City of Clovis Global Positioning

System (GPS) coordinates and vertical control shall be based on North American Vertical Datum of 1988 (NAVD88).

10. Provide all benchmarks used for the vertical control on National Geodetic Vertical Datum of 1929 (NGVD29).
11. Provide a conversion factor between the NAVD88 and NGVD29.
12. Identify all section lines, right-of-way lines, property lines, and easement.
13. Establish survey limit for topographic data throughout the street sections including all intersections, cross streets extending 50 feet beyond the intersections, adjacent areas extending 10 feet beyond the existing and/or future right-of-way lines unless limited by block walls and fencing.
14. Provide topographic data within the survey limit and label vertical elevations at a maximum of 50-foot intervals on, but not limited to, existing asphalt-concrete pavement or paved surface (P), asphalt-concrete curbs/dikes (AC), edge of pavement (EP), portland cement concrete improvements (C), top of curb (TC), gutter flow line (FL), edge of gutter (EG), back of sidewalk (BW), landscape and ground surface (D), and finished floors (FF). Vertical elevations on pavements or paved surfaces shall include all crowns and quarter crowns.
15. Identify all grade breaks, conjunction joints i.e., angle points, beginning points of curves, end points of curves, etc., and all drainage patterns within the survey limits.
16. Provide vertical elevations of all existing improvements within the survey limit including utility sub-surface facilities, manholes, utility boxes, inlets, and concrete slabs or footings of above-ground facilities.
17. Identify all public and private facilities within the survey limits including all visible improvements, but not limited to, walks, sidewalks, driveways, concrete slabs, curbs, gutters, trees with trunks over 4-inch in diameter, brushes, turfs, mailboxes, hardscapes, walls, fencing, utility cabinets, pedestals, poles, pull-boxes, and lighting.
18. Provide vertical elevations at the flow-lines (FL) and the sizes of piping of all sanitary sewer mains, storm drain pipes and laterals, storm drain inlets (DI). Provide the vertical elevations at the top of water mains through valve boxes.
19. Identify all irrigation improvements including control pedestals, irrigation mainlines, laterals, spray heads, control valves, valve boxes, and all facilities related to the existing irrigation system.
20. Identify all traffic striping, markings, signage, barricades, delineators, and all traffic related physical geometric features.

E. Geotechnical Engineering Investigation

1. Consultant shall consult with City's officials and employees to review all geotechnical information concerning the Project and to ascertain the requirements of the Project.
2. Conduct geotechnical investigations, coring, and sampling for structural section of existing asphalt concrete pavement, subgrade, and soil within the Project's limit. All involved geotechnical services, quantities and locations of sampling shall be determined and defined in the Proposal.
3. Backfill all soil borings with soil cuttings and install asphaltic concrete cold mix for a pavement after completion of boring in the same day.
4. Perform laboratory tests to determine pertinent engineering and index properties of the soil samples including structural sections of existing pavement, R-values, sieve analysis, Atterberg limits, maximum density-optimum moisture, moisture content, and all related tests as defined in the Proposal.
5. Prepare and submit a complete report to the City for the geotechnical investigation and studies of the existing pavement and soil samples.
6. Apply and obtain all encroachment permits from the City and related public and/or utilities agencies. Assist the City in compliance with all applicable legal requirements.
7. Obtain written permissions from all property owners before entering a property not owned by the City.
8. Perform traffic control for the geotechnical investigations.

F. Construction Testing

1. Consultant shall consult with City's officials and employees to review all information concerning the Project and to ascertain the requirements of the Project.
2. Consultant will provide construction materials testing and inspection services set forth in the Proposal and any additional services made by City's oral or written requests.
3. The Consultant shall make such presentations to the City as may be necessary or desirable to obtain the approval of the City and shall assist the City in applying for and obtaining from applicable public/utility agencies any approval, service, permit, report, statement, or waiver required by law.
4. Locations of testing shall be determined in the field by City's designated engineer or inspector for the project.
5. All scale, dimensions, estimates and quantities shall be in English units.

ARTICLE V. SUBCONTRACTING FOR SPECIALIZED SERVICES

The Consultant is authorized to subcontract any or all of the following specialized work, provided that each subcontractor shall be licensed in California to practice in its respective profession and approved in writing in advance by the City:

1. Test borings, test pits and other surface and subsurface explorations
2. Soils and foundation investigations or construction materials testing
3. Aerial photography
4. Electrical
5. Surveying
6. Traffic control

ARTICLE VI. CHANGE IN SCOPE OF WORK

In the event it becomes necessary or the City desires to increase or decrease the scope of work, written amendments shall be signed by both parties for all changes to the Scope of Work. Compensation for all changes to the scope of work shall be made as set forth in ARTICLE VIII.C "Compensation for Change in Scope of Work". The allowable working days shall be adjusted and determined by the City to the Consultant for the changes as necessary.

A. Additional Services

1. Make and furnish field surveys required for construction staking.
2. Appear on behalf of the City before any federal, state and public agencies, corporations or others required and to assist in preparation of engineering data that may be required in connection with financing of the improvements.
3. Appear, on City's behalf and prepare data that may be required, in connection with litigation that might occur between City and others regarding the design and construction of the Project.
4. Furnish construction observation and inspections as defined and limited in Section 6703.1 of the Business and Professional Code of California to determine substantial compliance with construction plans and specifications by the construction contractors. It is understood that should

said construction observation and inspection be required that a separate agreement shall be negotiated for the required services.

5. Provide engineering services required by City in connection with acquisition of land and right-of-way required for the Project, including surveying, preparation of legal description and plans, and any consultation required in connection with condemnation proceedings.
6. As required by City, furnish reproduction of construction drawings and specifications and reproducible of the "Record Drawings."
7. Provide any other engineering services not specifically provided herein when authorized by the City in writing.

Consultant shall not commence work on any of the Additional Services, as listed herein, without the written approval of the City Engineer.

ARTICLE VII. PROGRESS AND SCHEDULE OF COMPLETION

The following project schedule shall commence on the day this agreement is executed. Consultant shall:

1. Complete and submit initial study environmental checklist within fifteen (15) working days after issuance of the "Notice to Proceed" to Consultant.
2. Complete and submit revised project design schedule within ten (10) working days after execution of this agreement.
3. Complete preliminary and final design, including all approval signatures, within thirty (30) working days from the date of the "Notice to Proceed".
4. Submit original bidding documents within three (3) working days after notification by the City that the plans are approved. The construction plans shall be plotted in Mylar and submitted to the related agencies and City for signatures.
5. Complete and submit topographic maps for all locations within Twelve (12) weeks or sixty (60) working days after issuance of the Notice to Proceed to Consultant.
6. Obtain approvals of all required encroachment permits, complete geotechnical investigation and laboratory testing within fifteen (15) working days after execution of this agreement.
7. Submit a complete geotechnical report to the City within twenty (20) working days after execution of this agreement.
8. Perform requested testing within the schedule as defined in the Consultant's Proposal. Or, if a schedule is not defined in the Proposal, Consultant shall perform testing within twenty-four (24) hours after City's oral or written request.
9. Complete and submit test reports within ten (10) working days after City's written request.

A working day shall include all calendar days except Saturdays, Sundays, legal holidays, and days in which complete submittals are in the City's possession for review purposes. A complete submittal shall be as defined in the *Exhibit A "Scope of Work"* of the Contractor's Proposal.

It is agreed by both parties to this contract that in the event that all the work called for under this Agreement is not completed before or upon expiration of the limits as set forth above, damage shall be sustained by the City. Since it is and shall be impractical to determine the actual damage which the City shall sustain in the event of and by reason of such delay, it is therefore agreed that the Consultant shall pay to the City the amount of one-tenth of one percent (0.10%) of the total "not-to-exceed" fee per calendar day of delay in completing the services within the limits set forth above. It is further agreed that the City may deduct the amount thereof from any money

due or that may become due the Consultant under this agreement.

ARTICLE VIII. PAYMENT AND BILLINGS

A. Fees

For all work and services, including supplies and equipment, pertaining to the Project and required to be furnished by the Consultant to the City, City agrees to pay to Consultant and Consultant agrees to accept and receive as payment in full the following fees and compensation which shall be known as the "Fee" to be paid as hereinafter set forth. Consultant's total compensation under the Agreement is the Fee. City shall not reimburse any of Consultant's costs incurred on the Project, except for the cost of approvals, permits etc. that Consultant must obtain.

B. Fee Schedule

City agrees to pay Consultant, and Consultant agrees to accept as payment in full compensation at the rates set forth in the Proposal.

Fee Schedule, with said total compensation, shall not exceed the amount in each phase as follow:

Preliminary Design Phase:	\$ _____	N.A.
Design Phase:	\$ _____	N.A.
Construction Phase*:	\$ _____	N.A.
TOTAL:	\$ _____	

* The fee for the Construction Phase shall be at a minimum five percent (5%) of the total not-to-exceed Fee. Progress payments for the construction phase work shall not be authorized until construction of the Project is substantially completed as determined by the City.

C. Compensation for Change in Scope of Work

In the event it becomes necessary or the City desires to increase or decrease the scope of Project, compensation shall be made for the change in scope of work as set forth in ARTICLE VI "Change in Scope of Work" and written amendments signed by both parties.

All additional services, items of work, and furnishing of supplies, as set forth in ARTICLE VI.A "Additional Services", pertaining to the Project, City agrees to pay to Consultant, and Consultant agrees to receive and accept as payment in full compensation on an hourly rate basis set forth in the Proposal.

D. Monthly Progress Billings

Consultant shall furnish City with itemized monthly progress billings for all services rendered on an hourly rate basis and all supplies furnished hereof pertaining to services to be paid for. Such progress payments shall be due and payable by City to Consultant within thirty (30) days after presentation of invoices to City.

Progress billings for services shall be a comprehensive summary of the work being invoiced and documentation of City authorization of the work. Consultant shall keep complete records showing all hours worked and all costs and charges applicable to work under additional services. Consultant shall be responsible for Consultant's sub-consultants keeping similar records. City shall be given reasonable access to those records for audit purposes.

Progress billings for additional services rendered under ARTICLE VI.A "Additional Services", shall be submitted separately from progress billings for the services rendered under ARTICLE III "Consultant's Responsibilities". Included in or submitted with the billing for additional services shall be a

comprehensive summary of the work being invoiced and documentation of City authorization of the work, Consultant shall keep complete records showing all hours worked on all costs and charges applicable to work under additional services. Consultant shall be responsible for Consultant's sub-consultants keeping similar records. City shall be given reasonable access to those records for audit purposes.

ARTICLE IX. CONSULTANT'S AGREEMENT TO HOLD HARMLESS

In the furnishing of the services provided for herein, the Consultant is acting as an independent contractor and not as an agent or employee of the City.

The Consultant agrees to hold harmless and indemnify the City of Clovis and its officers, officials, employees and volunteers from and against all claims, losses, damages, and expenses including reasonable attorney's fees, arising out of the performance of work described herein, to the extent caused in whole or in part by any negligent act or omission by the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct by the City.

It is agreed that it is the Consultant's duty to prepare complete and accurate reports. Costs incurred to rectify Consultant's negligent acts, errors or omissions within the complete project documents shall be the Consultant's responsibility.

In the event of change orders during construction resulting from the Consultant's negligent act, error or omission, the Consultant agrees to provide services necessary to redesign the work with no additional compensation and to share the cost of the contractor's claimed profit and overhead associated with the change order on an equal basis with the City. However, if a change order is required which involves removal and replacement of portions of work done by the contractor or payment for services and/or materials previously ordered that shall not be utilized with the revised plans, and the change order is a result of the Consultant's negligent act, error or omission, the Consultant agrees to bear the entire cost of the following:

1. Required removal of all affected improvements
2. Payments for services or materials previously ordered that shall not be utilized by the Project due to the contract change order (including restocking charges, etc.)
3. Work completed that must be reconstructed as a result of the contract change order
4. Profit and overhead (shared equally with the City)
5. Engineering

This section only apply to change order work approved by City during construction and shall not be construed to relieve the Consultant of any financial responsibility for Consultant's negligent acts, errors and omissions resulting in damages after construction of the Project.

ARTICLE X. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Consultant's fee.

A. Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. Errors and Omissions Liability Insurance: **\$2,000,000** per claim and aggregate. Such coverage shall be maintained

for a minimum of two years after the completion of the project. The insurance is to be appropriate to the Consultant's profession and is to be endorsed to include contractual liability.

2. General Liability Insurance: Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) not less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit.
3. Automobile Liability Insurance: Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto) in the amount of **\$1,000,000** per accident for bodily injury and property damage.
4. Workers' Compensation and Employer's Liability Insurance: Workers' Compensation Insurance limits as required by the Labor Code of the State of California; Employers' Liability Insurance limits of **\$1,000,000** per accident or disease.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
 - d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employer's Liability Coverage - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the Consultant for the City.
3. All Coverages - Coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. The Consultant shall provide certification of said insurance prior to issuance of a "Notice to Proceed."

D. Verification of Coverage

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to the City.

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this Article. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement, at any time.

Consultant shall be familiar with and shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project. Consultant shall comply with any applicable prevailing wage law.

ARTICLE XI. ATTORNEY'S FEES

In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court.

ARTICLE XII. TERMINATION

This Agreement may be terminated by written mutual agreement or it may be terminated by the City upon giving a 15-day written notice of intent to terminate the contract. In such event, Consultant shall be compensated for services completed to the date of termination, together with compensation for such additional services performed after termination which are authorized by the City in writing to wind up the work performed to the date of termination. Upon the City's request and authorization, Consultant shall perform any and all additional services necessary to wind up the work performed to the date of termination. This Agreement may be terminated by the Consultant upon written notice to the City only when the City has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the City's substantial failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, Consultant shall be compensated for services completed to the date of termination, together with compensation for such additional services performed after termination which are authorized by the City in writing to wind up the work performed to the date of termination. Upon the City's written request and authorization, Consultant shall perform any and all additional services necessary to wind up the work performed to the date of termination.

Following the termination of this Agreement for any reason whatsoever, the City shall have the right to utilize any designs, plan, specifications, studies, drawings estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Consultant not only as they relate or may relate to this Project but as they relate or may relate to other projects. Consultant shall promptly make any such documents or materials available to the City upon request without additional compensation.

In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies,

drawings, estimates or other documents, or any other works of authorship fixed any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Consultant or any of its agents pursuant to this Agreement shall immediately upon request by the City be delivered to the City. Consultant may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Consultant may have against the City or a claim by the Consultant to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE XIII. EXECUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Fresno County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the City.

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

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

City of Clovis
Planning and Development Services Department
1033 Fifth Street
Clovis, CA 93612

To the Consultant:
«Consultant»
«Consultant_Address»
«City», «State» «Zip_Code»

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Clovis, California, the day and year first above written.

CONSULTANT
«Consultant»

CITY OF CLOVIS

By _____
Representative

By _____
City Engineer, Michael Harrison

By _____
City Clerk, John Holt

Exhibit E

PROJECT DELIVERY TIMELINE

MILESTONE	DATE
Kick off Meeting	February 2019
1 st Submittal Plans and Estimate Begins	March 2019
2 nd Submittal PS&E Begins	June 2019
3 rd Submittal PS&E Begins	October 2019
Final Draft Plans Due/ City Review	December 2019
Final Plans Submitted/ Approval	January 2020
Project Bid Opening	Spring 2020
Construction Begins	Summer 2020
Construction Complete	Spring 2021

City of Clovis - Template Cost Proposal
CIP 18-02

	Architect: Firm A	Sub-Consultant: Firm B	Sub-Consultant: Firm C	Hourly Rate	Cost
Staffing	Hours				
Architectural and Engineering Services					
Title 1					
Title 2					
Title 3					
Title 4					
Title 5					
Title 6					
Title 7					
Title 8					
TOTAL					
Bidding Support Services					
Title 1					
Title 2					
Title 3					
Title 4					
Title 5					
Title 6					
Title 7					
Title 8					
TOTAL					
Construction Support Services					
Title 1					
Title 2					
Title 3					
Title 4					
Title 5					
Title 6					
Title 7					
Title 8					
TOTAL					
GRAND TOTAL					

	Architect: Firm A	Sub-Consultant: Firm B	Sub-Consultant: Firm C
Architectural and Engineering Services	Price	Price	Price
<u>Site-Work</u>			
Task 1 - ____			
Task 2 - ____			
<u>Fire Station</u>			
Task 1 - ____			
Task 2 - ____			
<u>Back-Up Dispatch Center</u>			
Task 1 - ____			
Task 2 - ____			
TOTAL			
Bidding Support Services			
<u>Site-Work</u>			
Task 1 - ____			
Task 2 - ____			
<u>Fire Station</u>			
Task 1 - ____			
Task 2 - ____			
<u>Back-Up Dispatch Center</u>			
Task 1 - ____			
Task 2 - ____			
TOTAL			
Construction Support Services			
<u>Site-Work</u>			
Task 1 - ____			
Task 2 - ____			
<u>Fire Station</u>			
Task 1 - ____			
Task 2 - ____			
<u>Back-Up Dispatch Center</u>			
Task 1 - ____			
Task 2 - ____			
TOTAL			
GRAND TOTAL			



AGENDA ITEM NO: 6
City Manager: JA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: February 11, 2019

SUBJECT: Planning and Development Services - Approval – Res. 19-____, Amending the Fresno Metropolitan Flood Control District (FMFCD) Schedule of Drainage Costs and Fees for 2019-2020.

ATTACHMENT: (A) Res. 19-____ with FMFCD Fee Adoption Letter and Exhibits

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 19-____, amending the FMFCD Storm Drainage per-acre costs and fees for 2019-2020.

EXECUTIVE SUMMARY

In 1961, the Cities of Fresno and Clovis and the County of Fresno adopted, as an element of the Fresno-Clovis Metropolitan Area General Plan, a Storm Drainage Master Plan prepared by the Flood Control District for the metropolitan area. In 1969, these agencies adopted virtually identical drainage fee ordinances to provide for the funding of planned drainage facilities concurrently with development activity which created the need for such facilities.

The local drainage plan shows the drainage area boundaries. Also shown are proposed and existing master plan facilities in each watershed area.

The rate structure associated with each master plan drainage area is based on the total cost of the urban drainage system including land, improvements and any engineering required to serve the subject area. The cost of the proposed facilities is estimated. As the facilities are constructed the estimated costs will be replaced by the actual costs. The total cost is divided

into the total land area using appropriate proportionate ratios (related to storm runoff characteristics) between the various contributing/benefiting land uses.

This year's update includes fee adjustments in certain drainage areas, zones and surcharges within the City of Clovis (BT, BY2, DO, 7D, 7H, Zone 2, Zone 3 and surcharge fees for BX, DO and 7D) due to unit cost updates.

The drainage fees paid pursuant to the ordinance are deposited into a separate trust account. The monies are not commingled with District general funds, are not used to fund any administration, operations or maintenance costs, and must be expended within the drainage area in which they are paid.

The fee ordinance, enacted under the authority of the State Subdivision Map Act, requires the identification of the estimated or actual cost of the planned facilities through the adoption of a resolution. Because the fees are based on the cost of facilities, the resolution serves also as the schedule of fees.

The Fresno Metropolitan Flood Control District consists of three zones. Zone 3 is generally comprised of the core area of the City of Clovis. Zone 2 is mostly in the City of Fresno, except for some portions of Drainage Areas "Q" and "S", which are predominately within Clovis. Zone 1 includes all of the areas within the District's jurisdiction that are not in Zone 2 or Zone 3.

Exhibit "A" lists the proposed drainage fee adjustments. City staff has had the opportunity to review the proposed adjustments with FMFCD staff and believes the adjustments are supported by the recently completed cost studies. District staff has indicated that the District contacted the Building Industry Association in reviewing the proposed drainage fee update.

REASON FOR RECOMMENDATION

In accordance with the District's drainage fee ordinance, the District's fee schedule is to be adjusted annually, or as warranted. This year the update was based upon examination of all drainage systems and their related costs and fee schedules.

ACTIONS FOLLOWING APPROVAL

Adopt and implement the 2019-2020 FMFCD Drainage Fees for local drainage fees.

Prepared by: Gene G. Abella, Assistant Engineer

Submit by: 
Michael Harrison
City Engineer

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



Fresno Metropolitan Flood Control District
Capturing Stormwater since 1956

File 140.3143
210.81

December 27, 2018

Mr. Mike Harrison, City Engineer
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Dear Mr. Harrison,

**Adoption of Resolution Confirming
Schedule of Drainage Costs and Fees**

The drainage ordinances of the District, Cities, and County are, as required by Section 66483 of the Government Code, predicated upon adoption of a Resolution, which identifies the actual (or estimated) cost of the planned drainage facilities. Because the development fees imposed pursuant to the Code Section are the same as these costs, the same Resolution serves as the Schedule of Fees.

On December 12, 2018, the Fresno Metropolitan Flood Control District conducted the prescribed noticed public hearing, in accordance with Government Code Section 6062a, and subsequently approved and adopted the subject schedule of costs. The District provides the required noticing of public hearing to effect the drainage fee update in accordance with law and has in the past suggested that the City may possibly rely on the District notice and hearing, in that they effect the same drainage fee cost schedule, or the City may wish to provide an additional ten (10) day noticing prior to action if it disagrees with this interpretation. No objection to the drainage fee update was presented at the District's hearing.

The District strives to adopt the fees at the end of the year so they become effective beginning in March of each year in accordance with the Ordinance. Section 66017 of the Government Code requires a 60-day period before the rates take effect. Therefore, the drainage fees, with no changes in the rates, become effective on March 1, 2019 based on the District's adoption of the Resolution on December 12, 2018.

Mr. Mike Harrison
Adoption of Resolution Confirming
Schedule of Drainage Costs and Fees
December 27, 2018
Page 2

It is requested that the attached Resolution identifying drainage costs and fees, as provided by the Drainage Fee Ordinance of the City of Clovis, be presented to the City of Clovis Council for adoption at the earliest possible date. To assist in expediting this matter, District staff has attached a Draft Resolution, the Storm Drainage and Flood Control Master Plan Map (Exhibit "A") and the 2019 Drainage Fee Schedule which should be included in Clovis' Resolution to Council. Also attached is the December 12, 2018 District Board Memorandum, which provides a discussion regarding the adoption of the 2019 Drainage Fee Schedule.

Your assistance is greatly appreciated. If additional information is needed, please contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read "Wendell Lum", followed by a horizontal line.

Wendell Lum
Master Plan Special Projects Manager

WL/lrl

Enclosure(s)

c: Luke Serpa, City of Clovis
Mike Prandini, Building Industry Association

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE
CITY OF CLOVIS, CALIFORNIA, AMENDING THE
STORM DRAINAGE AND FLOOD CONTROL MASTER PLAN AND ADOPTING
THE DRAINAGE FEES AND COSTS FOR
ALL DEVELOPMENTS WITHIN THE JOINT AREA OF THE
CITY OF CLOVIS, CALIFORNIA AND
THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT
(2019-2020)**

WHEREAS, the Council of the City of Clovis has enacted Chapter 7, Title 8 of the Clovis Municipal Code, which ordinance is hereby incorporated herein by this reference, creating and establishing the authority for imposing and charging fees for the construction of planned local storm drainage facilities; and

WHEREAS, an amended Storm Drainage and Flood Control Master Plan Map (Exhibit "A" hereto) specifying public facilities and improvements, existing and proposed, which are necessary to provide drainage service and flood control within the respective local drainage areas specified therein has been presented to the Council of the City of Clovis; and

WHEREAS, a study has been conducted of the impacts of contemplated future development on the existing storm drainage services and facilities in the local drainage areas of the Fresno Metropolitan Flood Control District ("District") and the City of Clovis ("City") listed in Exhibit "B" attached hereto, along with an analysis of new, improved or expanded public facilities, the estimated costs of those improvements, and the schedule of per gross acre fees calculated to raise the sum of money necessary to pay the estimated total cost of said local drainage in said local drainage areas; and

WHEREAS, this study was available at the District's office for public inspection and review ten (10) days prior to this public meeting and notice was given in compliance with the requirements therefore, and

WHEREAS, a public meeting was held pursuant to the public notice cited herein at a regularly scheduled meeting of the Council of the City of Clovis; and

WHEREAS, the Council of the City of Clovis finds as follows:

A. The purpose of said fees is to finance facilities within the City and District required for the removal of surface and storm waters attributable to development; to obviate the menace to the public health, safety and welfare arising from inadequate provision for removal of surface and storm waters occurring as the result of development of property; to prevent deterioration of property values and impairment of conditions making for desirable residential, commercial or industrial development, as the case may be, which would result from the failure to construct planned local drainage facilities relative to development of property; and to prevent deterioration of public streets and other public facilities which would result from failure to construct planned local drainage facilities concurrently with development.

B. The fees adopted hereby and collected pursuant to Chapter 7, Title 8 of the Clovis Municipal Code and this Resolution are to be used to finance only the public facilities shown on Exhibit "A" hereto within each of the respective local drainage areas identified in Exhibit "B" hereto;

C. After considering said Map and said study and analysis prepared by the District, entitled "Storm Drainage and Flood Control Master Plan", and that prepared by the City Planning Department entitled "Clovis General Plan," and the various community and specific plans of the City; and the information and testimony received at this public hearing, the Council

of the City of Clovis approves said Map and said study, and incorporates such herein. The Council further finds that all development in the subject area will generate the need, as described in this recital, for storm drainage facilities therein, and generates an unmet need for storm drainage facilities and services within the impacted area;

D. There is a need in this described impact area for storm drainage facilities which have not been constructed or have been constructed; said facilities have been called for in, or are consistent with, the City's General Plan. Development will contribute its fair share towards these facility costs in those local drainage areas listed in Exhibit "B" through payment of the respective drainage fees set forth therein;

E. The facts and evidence presented establish that there is a reasonable relationship between the need for the described public facilities and the impacts of the types of development as described in Exhibit "A" and "B" for which the corresponding fee set forth in Exhibit "B" is charged. There is a reasonable relationship between the use of said fee and the development of the lands in the service area for which the fee is charged, as these reasonable relationships or nexuses are described in more detail in the study and Map referred to above;

F. The Storm Drainage and Flood Control Master Plan Map attached hereto as Exhibit "A" and the storm drainage fees set forth in Exhibit "B", as adopted by Paragraphs 2 and 3 herein below, revise the Storm Drainage and Flood Control Master Plan, are in conformity with the City's General Plan and are in compliance with Section 66483 of the California Government Code.

G. The cost estimates set forth in Exhibit "B" are reasonable cost estimates for constructing these facilities and the fee schedule set forth therein is based on said estimates and is to generate fees from development which will not exceed the total of these costs.

NOW, THEREFORE, it is hereby resolved by the Council of the City of Clovis that:

1. The above recitals are true and correct, and this Council so finds and determines.

2. The Storm Drainage and Flood Control Master Plan is hereby amended to include that Storm Drain and Flood Control Master Plan Map attached hereto as Exhibit "A" as supported by Exhibit "B".

3. The schedule of drainage fees for those respective local drainage areas listed in Exhibit "B" hereto is hereby adopted as set forth in said Exhibit "B". The District shall prepare, and provide to the City, a 2019-2020 schedule of drainage fees for each of its local drainage areas, which shall include the fees adopted hereby. Fees shall be paid in accordance with the Drainage Fee Ordinances according to said 2019-2020 drainage fee schedule.

4. The fee shall be solely used to pay: (a) costs related to the design, administration and construction of the described public storm water facilities; (b) for reimbursing the District for the development's fair share of those costs incurred by the District in the design and construction of the described public storm water facilities; or (c) to reimburse other developers who have constructed public facilities in each service area where those facilities were beyond that needed to mitigate the impacts of the other developers' project or projects and where reimbursement is provided for in the applicable Drainage Fee Ordinance or under a UGM Ordinance.

5. The District, pursuant to Chapter 7 of Title 8 of the Municipal Code, shall review the estimated cost of the described capital improvements for which this fee is charged, the continued or expanded need therefore, and the reasonable relationship between such facility needs and the varying types and development. The Manager shall report the findings to the City Council and recommend any adjustment to this fee or other action as may be needed.

6. Pursuant to California Government Code Section 66022, any judicial action or proceeding to attack, review, set aside, void or annul this Resolution shall be brought within 120 days of the effective date hereof, which shall be 60 days after the date of adoption hereof. Administrative appeal is a mandatory prerequisite to any such judicial action or proceeding. Such appeal shall be made in writing to the Director of Public Works of the City of Clovis. Such appeal must be made within 60 days after the effective date hereof. The Director shall set the matter for hearing, conduct the hearing and render a decision within 40 days after such appeal is filed.

7. The Ordinance of the City of Clovis has an administrative mechanism whereby a property owner who seeks to develop property within the boundaries of the City of Clovis and the Fresno Metropolitan Flood Control District can challenge the fees imposed thereunder only by first paying said fees under protest. Developers of property within the City of Clovis and the Fresno Metropolitan Flood Control District shall adhere to the applicable ordinance of the City of Clovis under which it is required that drainage fees must be paid before development is allowed, and that such fee may be paid under protest.

THE FOREGOING was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the _____ day of _____, 2019, by the following vote, to wit;

AYES:

NOES:

ABSENT:

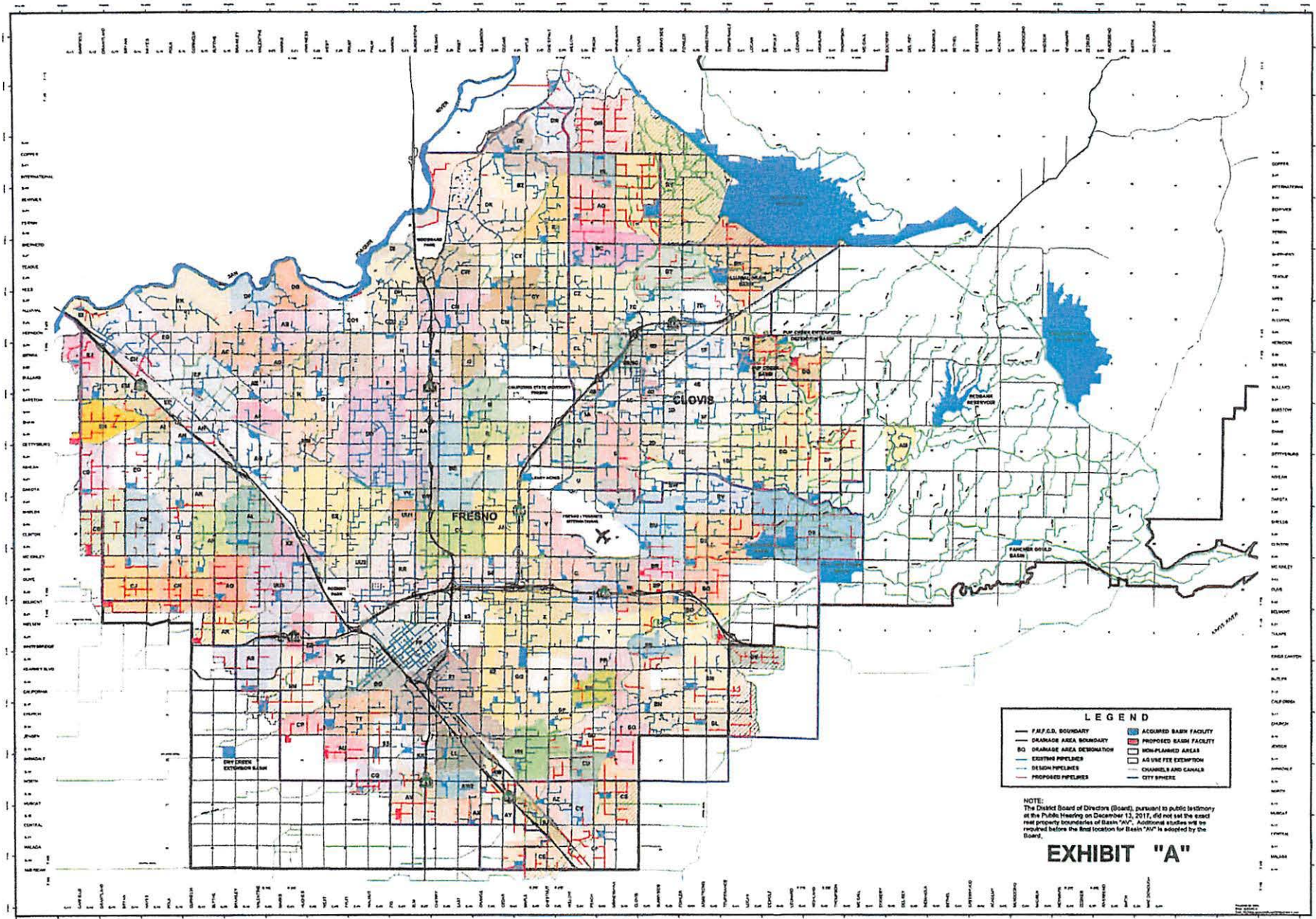
DATED:

Mayor

City Clerk

Storm Drainage and Flood Control Master Plan Map

EXHIBIT “A”



City of Clovis

2019 DRAINAGE FEE SCHEDULE

EFFECTIVE DATE: March 1, 2019

Exhibit "B"

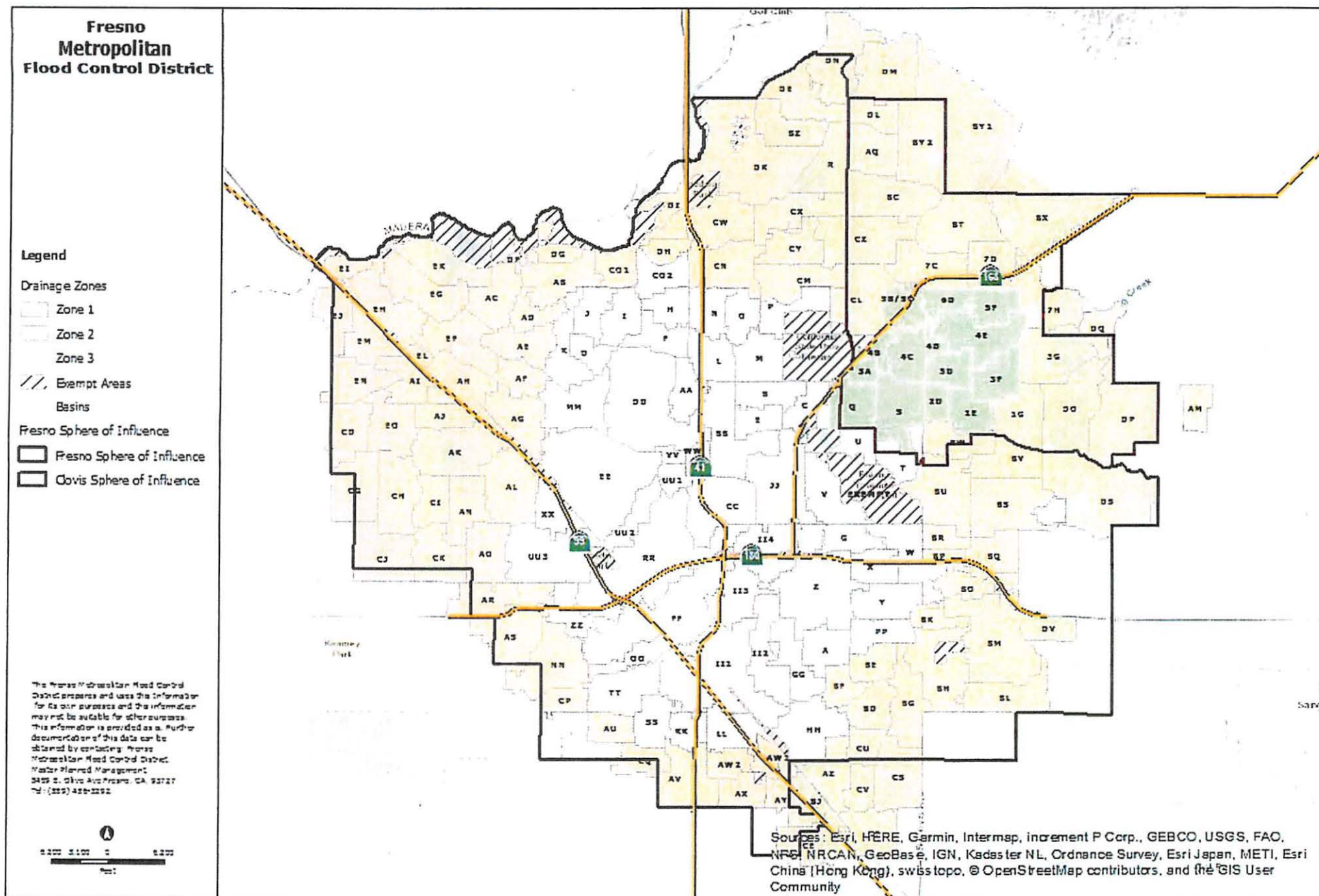
Fresno Metropolitan Flood Control District



2019 DRAINAGE FEE SCHEDULE

City of Clovis

Effective Date: 3/1/2019



DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
AQ	BASIN	\$1,750	\$1,750	\$2,200	\$2,630	\$3,070	\$3,290	\$3,450	\$3,620	\$3,620	\$4,050	\$4,930	\$7,170	\$7,680	\$8,230	\$2,482,069
	PIPE	\$3,670	\$3,670	\$4,870	\$5,300	\$5,750	\$5,980	\$6,170	\$6,340	\$6,340	\$6,790	\$7,240	\$8,410	\$8,900	\$9,390	\$4,414,462
	TOTAL	\$5,420	\$5,420	\$7,070	\$7,930	\$8,820	\$9,270	\$9,620	\$9,960	\$9,960	\$10,840	\$12,170	\$15,580	\$16,580	\$17,620	\$6,896,531
BC	BASIN	\$1,610	\$1,830	\$2,300	\$2,750	\$3,220	\$3,440	\$3,620	\$3,800	\$3,800	\$4,250	\$5,170	\$7,520	\$8,050	\$8,630	\$4,386,809
	PIPE	\$2,620	\$2,960	\$3,930	\$4,270	\$4,630	\$4,820	\$4,970	\$5,100	\$5,100	\$5,470	\$5,840	\$6,780	\$7,170	\$7,570	\$5,620,988
	TOTAL	\$4,230	\$4,790	\$6,230	\$7,020	\$7,850	\$8,260	\$8,590	\$8,900	\$8,900	\$9,720	\$11,010	\$14,300	\$15,220	\$16,200	\$10,007,797
BT	BASIN	\$2,060	\$2,350	\$2,940	\$3,520	\$4,120	\$4,410	\$4,630	\$4,860	\$4,860	\$5,440	\$6,610	\$9,620	\$10,300	\$11,040	\$4,327,200
	PIPE	\$3,640	\$4,110	\$5,160	\$5,930	\$6,440	\$6,690	\$6,910	\$7,090	\$7,090	\$7,600	\$8,110	\$9,420	\$9,970	\$10,510	\$6,745,800
	TOTAL	\$5,700	\$6,460	\$8,100	\$9,450	\$10,560	\$11,100	\$11,540	\$11,950	\$11,950	\$13,040	\$14,720	\$19,040	\$20,270	\$21,550	\$11,073,000
BU	BASIN	\$450	\$510	\$640	\$760	\$890	\$950	\$1,000	\$1,050	\$1,050	\$1,180	\$1,430	\$2,080	\$2,230	\$2,390	\$2,000,510
	PIPE	\$1,460	\$1,650	\$2,190	\$2,380	\$2,590	\$2,690	\$2,780	\$2,850	\$2,850	\$3,050	\$3,260	\$3,790	\$4,000	\$4,220	\$3,849,510
	TOTAL	\$1,910	\$2,160	\$2,830	\$3,140	\$3,480	\$3,640	\$3,780	\$3,900	\$3,900	\$4,230	\$4,690	\$5,870	\$6,230	\$6,610	\$5,850,020
BW	BASIN	\$970	\$1,110	\$1,390	\$1,660	\$1,940	\$2,080	\$2,190	\$2,300	\$2,300	\$2,570	\$3,120	\$4,540	\$4,860	\$5,210	\$1,211,930
	PIPE	\$1,090	\$1,240	\$1,640	\$1,780	\$1,940	\$2,010	\$2,080	\$2,130	\$2,130	\$2,290	\$2,440	\$2,830	\$3,000	\$3,160	\$1,082,900
	TOTAL	\$2,060	\$2,350	\$3,030	\$3,440	\$3,880	\$4,090	\$4,270	\$4,430	\$4,430	\$4,860	\$5,560	\$7,370	\$7,860	\$8,370	\$2,294,830
BX	BASIN	\$2,130	\$2,130	\$2,670	\$3,200	\$3,740	\$4,000	\$4,210	\$4,410	\$4,410	\$4,930	\$6,000	\$8,730	\$9,350	\$10,020	\$7,690,715
	PIPE	\$2,660	\$2,660	\$3,530	\$3,840	\$4,160	\$4,330	\$4,470	\$4,590	\$4,590	\$4,920	\$5,250	\$6,090	\$6,450	\$6,800	\$8,068,477
	TOTAL	\$4,790	\$4,790	\$6,200	\$7,040	\$7,900	\$8,330	\$8,680	\$9,000	\$9,000	\$9,850	\$11,250	\$14,820	\$15,800	\$16,820	\$15,759,192
*Note: A surcharge fee is in effect per Board Resolution Nos. 2017-RR1 & 2018-908.																
BY2	BASIN	\$1,640	\$1,870	\$2,340	\$2,800	\$3,280	\$3,510	\$3,690	\$3,870	\$3,870	\$4,330	\$5,260	\$7,660	\$8,200	\$8,790	\$3,880,580
	PIPE	\$4,530	\$5,120	\$6,800	\$7,390	\$8,020	\$8,340	\$8,610	\$8,840	\$8,840	\$9,470	\$10,110	\$11,740	\$12,420	\$13,100	\$8,955,900
	TOTAL	\$6,170	\$6,990	\$9,140	\$10,190	\$11,300	\$11,850	\$12,300	\$12,710	\$12,710	\$13,800	\$15,370	\$19,400	\$20,620	\$21,890	\$12,836,480
BZ	BASIN	\$2,630	\$3,000	\$3,770	\$4,500	\$5,270	\$5,640	\$5,920	\$6,210	\$6,210	\$6,950	\$8,450	\$12,300	\$13,170	\$14,110	\$3,344,950
	PIPE	\$1,900	\$2,140	\$2,840	\$3,090	\$3,350	\$3,490	\$3,600	\$3,700	\$3,700	\$3,960	\$4,230	\$4,910	\$5,190	\$5,480	\$2,044,840
	TOTAL	\$4,530	\$5,140	\$6,610	\$7,590	\$8,620	\$9,130	\$9,520	\$9,910	\$9,910	\$10,910	\$12,680	\$17,210	\$18,360	\$19,590	\$5,389,790
CL	BASIN	\$770	\$880	\$1,100	\$1,310	\$1,540	\$1,640	\$1,730	\$1,810	\$1,810	\$2,030	\$2,470	\$3,590	\$3,840	\$4,120	\$2,007,780
	PIPE	\$1,130	\$1,280	\$1,690	\$1,840	\$2,000	\$2,080	\$2,150	\$2,200	\$2,200	\$2,360	\$2,520	\$2,920	\$3,090	\$3,260	\$2,144,570
	TOTAL	\$1,900	\$2,160	\$2,790	\$3,150	\$3,540	\$3,720	\$3,880	\$4,010	\$4,010	\$4,390	\$4,990	\$6,510	\$6,930	\$7,380	\$4,152,350
CZ	BASIN	\$520	\$590	\$740	\$880	\$1,030	\$1,110	\$1,160	\$1,220	\$1,220	\$1,370	\$1,660	\$2,420	\$2,590	\$2,770	\$1,440,920
	PIPE	\$1,150	\$1,300	\$1,720	\$1,870	\$2,030	\$2,110	\$2,180	\$2,240	\$2,240	\$2,400	\$2,560	\$2,970	\$3,140	\$3,310	\$2,555,610
	TOTAL	\$1,670	\$1,890	\$2,460	\$2,750	\$3,060	\$3,220	\$3,340	\$3,460	\$3,460	\$3,770	\$4,220	\$5,390	\$5,730	\$6,080	\$3,996,530
DL	BASIN	\$2,220	\$2,530	\$3,170	\$3,800	\$4,440	\$4,750	\$5,000	\$5,240	\$5,240	\$5,860	\$7,130	\$10,370	\$11,100	\$11,900	\$2,600,180
	PIPE	\$3,010	\$3,410	\$4,520	\$4,910	\$5,330	\$5,550	\$5,730	\$5,880	\$5,880	\$6,300	\$6,720	\$7,810	\$8,260	\$8,710	\$2,482,590
	TOTAL	\$5,230	\$5,940	\$7,690	\$8,710	\$9,770	\$10,300	\$10,730	\$11,120	\$11,120	\$12,160	\$13,850	\$18,180	\$19,360	\$20,610	\$5,082,770
DM	BASIN	\$1,680	\$1,920	\$2,400	\$2,870	\$3,360	\$3,590	\$3,780	\$3,960	\$3,960	\$4,430	\$5,390	\$7,840	\$8,400	\$9,000	\$3,946,340
	PIPE	\$4,260	\$4,810	\$6,390	\$6,950	\$7,540	\$7,840	\$8,100	\$8,310	\$8,310	\$8,910	\$9,500	\$11,040	\$11,670	\$12,310	\$8,478,450
	TOTAL	\$5,940	\$6,730	\$8,790	\$9,820	\$10,900	\$11,430	\$11,880	\$12,270	\$12,270	\$13,340	\$14,890	\$18,880	\$20,070	\$21,310	\$12,424,790
DO	BASIN	\$1,680	\$1,920	\$2,410	\$2,880	\$3,370	\$3,600	\$3,790	\$3,980	\$3,980	\$4,450	\$5,410	\$7,870	\$8,420	\$9,030	\$5,141,700
	PIPE	\$2,530	\$2,860	\$3,800	\$4,120	\$4,480	\$4,660	\$4,810	\$4,930	\$4,930	\$5,290	\$5,640	\$6,550	\$6,930	\$7,310	\$5,992,700
	TOTAL	\$4,210	\$4,780	\$6,210	\$7,000	\$7,850	\$8,260	\$8,600	\$8,910	\$8,910	\$9,740	\$11,050	\$14,420	\$15,350	\$16,340	\$11,134,400
*Note: A surcharge fee is in effect per Board Resolution Nos. 2007-522, 2014-806, 2018-RR7, & 2018-908.																

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
DP	BASIN	\$1,480	\$1,490	\$2,120	\$2,540	\$2,970	\$3,160	\$3,340	\$3,500	\$3,500	\$3,920	\$4,760	\$4,920	\$7,420	\$7,960	\$5,577,100
	PIPE	\$4,500	\$5,080	\$6,750	\$7,330	\$7,960	\$8,280	\$8,550	\$8,770	\$8,770	\$9,400	\$10,030	\$11,650	\$12,330	\$13,000	\$12,610,270
	TOTAL	\$5,980	\$6,770	\$8,870	\$9,870	\$10,930	\$11,460	\$11,890	\$12,270	\$12,270	\$13,320	\$14,790	\$18,580	\$19,750	\$20,960	\$18,187,370
DQ	BASIN	\$5,310	\$6,050	\$7,590	\$9,070	\$10,610	\$11,360	\$11,940	\$12,520	\$12,520	\$14,010	\$17,030	\$24,780	\$26,530	\$28,440	\$4,386,050
	PIPE	\$3,890	\$4,420	\$5,840	\$6,340	\$6,890	\$7,160	\$7,390	\$7,590	\$7,590	\$8,130	\$8,670	\$10,080	\$10,660	\$11,240	\$2,776,580
	TOTAL	\$9,200	\$10,450	\$13,430	\$15,410	\$17,500	\$18,520	\$19,330	\$20,110	\$20,110	\$22,140	\$25,700	\$34,860	\$37,190	\$39,680	\$7,162,630
1G	BASIN	\$1,330	\$1,330	\$1,670	\$1,990	\$2,330	\$2,500	\$2,620	\$2,750	\$2,750	\$3,080	\$3,740	\$5,450	\$5,830	\$6,250	\$1,660,870
	PIPE	\$1,380	\$1,380	\$1,830	\$1,980	\$2,150	\$2,240	\$2,310	\$2,370	\$2,370	\$2,540	\$2,710	\$3,150	\$3,330	\$3,520	\$1,541,159
	TOTAL	\$2,710	\$2,710	\$3,500	\$3,970	\$4,480	\$4,740	\$4,930	\$5,120	\$5,120	\$5,620	\$6,450	\$8,600	\$9,160	\$9,770	\$3,202,029
3G	BASIN	\$2,130	\$2,430	\$3,050	\$3,650	\$4,270	\$4,560	\$4,800	\$5,030	\$5,030	\$5,630	\$6,850	\$9,960	\$10,670	\$11,430	\$4,649,160
	PIPE	\$2,260	\$2,560	\$3,390	\$3,690	\$4,010	\$4,160	\$4,300	\$4,410	\$4,410	\$4,730	\$5,050	\$5,860	\$6,200	\$6,540	\$4,154,740
	TOTAL	\$4,390	\$4,990	\$6,440	\$7,340	\$8,280	\$8,720	\$9,100	\$9,440	\$9,440	\$10,360	\$11,900	\$15,820	\$16,870	\$17,970	\$8,803,900
7C	BASIN	\$1,810	\$1,810	\$2,260	\$2,710	\$3,170	\$3,390	\$3,560	\$3,740	\$3,740	\$4,180	\$5,080	\$7,400	\$7,920	\$8,490	\$3,220,892
	PIPE	\$1,820	\$1,820	\$2,410	\$2,620	\$2,850	\$2,960	\$3,060	\$3,140	\$3,140	\$3,360	\$3,590	\$4,170	\$4,410	\$4,650	\$2,323,081
	TOTAL	\$3,630	\$3,630	\$4,670	\$5,330	\$6,020	\$6,350	\$6,620	\$6,880	\$6,880	\$7,540	\$8,670	\$11,570	\$12,330	\$13,140	\$5,543,973
7D	BASIN	\$1,870	\$2,140	\$2,680	\$3,200	\$3,750	\$4,010	\$4,210	\$4,420	\$4,420	\$4,940	\$6,010	\$8,750	\$9,370	\$10,040	\$3,284,020
	PIPE	\$1,640	\$1,850	\$2,460	\$2,670	\$2,900	\$3,020	\$3,120	\$3,200	\$3,200	\$3,430	\$3,660	\$4,250	\$4,490	\$4,740	\$1,989,340
	TOTAL	\$3,510	\$3,990	\$5,140	\$5,870	\$6,650	\$7,030	\$7,330	\$7,620	\$7,620	\$8,370	\$9,670	\$13,000	\$13,860	\$14,780	\$5,273,360
*Note: A surcharge fee is in effect per Board Resolution Nos. 2005-480 & 2016-908.																
7H	BASIN	\$1,760	\$2,000	\$2,510	\$3,010	\$3,520	\$3,760	\$3,960	\$4,150	\$4,150	\$4,640	\$5,640	\$8,210	\$8,790	\$9,420	\$3,986,560
	PIPE	\$3,240	\$3,660	\$4,860	\$5,280	\$5,730	\$5,960	\$6,150	\$6,320	\$6,320	\$6,770	\$7,220	\$8,390	\$8,880	\$9,360	\$5,201,620
	TOTAL	\$5,000	\$5,660	\$7,370	\$8,290	\$9,250	\$9,720	\$10,110	\$10,470	\$10,470	\$11,410	\$12,860	\$16,600	\$17,670	\$18,780	\$9,188,180
*Note: A surcharge fee is in effect per Board Resolution Nos. 2005-480 & 2016-908.																

DRAINAGE FEE SCHEDULE FOR ZONE 2: PLANNED LOCAL DRAINAGE AREAS

Area	AE-B, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
Zone 2	BASIN	\$650	\$740	\$930	\$1,110	\$1,300	\$1,390	\$1,460	\$1,540	\$1,540	\$1,720	\$3,040	\$3,250	\$3,490	\$73,256,376
	PIPE	\$1,490	\$1,690	\$2,240	\$2,430	\$2,640	\$2,750	\$2,840	\$2,910	\$2,910	\$3,120	\$3,330	\$4,090	\$4,310	\$117,952,531
	TOTAL	\$2,140	\$2,430	\$3,170	\$3,540	\$3,940	\$4,140	\$4,300	\$4,450	\$4,450	\$4,840	\$6,370	\$7,340	\$7,800	\$191,208,907

Planned Local Drainage Areas: Zone 2

Area	Basin Cost	Pipe Cost	Total	Area	Basin Cost	Pipe Cost	Total	Area	Basin Cost	Pipe Cost	Total
A	\$1,974,384	\$1,139,822	\$3,114,206	X	\$1,585,279	\$449,059	\$2,034,338	OO	\$1,722,565	\$730,703	\$2,453,268
B	\$911,973	\$142,170	\$1,054,143	Y	\$1,077,176	\$2,324,360	\$3,401,536	PP	\$1,438,330	\$1,187,576	\$2,625,906
C	\$479,953	\$319,598	\$799,551	Z	\$1,107,403	\$2,528,057	\$3,635,460	RR	\$4,900,427	\$17,649,602	\$22,550,029
D	\$801,394	\$694,153	\$1,495,547	AA	\$932,491	\$1,205,417	\$2,137,908	SS	\$2,009,881	\$2,381,308	\$4,391,189
E	\$676,868	\$228,063	\$904,931	BB	\$487,096	\$822,774	\$1,309,870	TT	\$1,621,313	\$1,461,486	\$3,082,799
F	\$271,155	\$302,016	\$573,171	CC	\$460,041	\$2,085,646	\$2,545,687	UU1	\$474,282	\$817,914	\$1,292,196
G	\$1,141,795	\$157,007	\$1,298,802	CO2	\$892,058	\$1,424,260	\$2,316,318	UU2	\$1,377,215	\$1,679,734	\$3,056,949
H	\$99,858	\$214,682	\$314,540	DD	\$1,696,452	\$7,531,637	\$9,228,089	UU3	\$2,793,868	\$7,499,644	\$10,293,512
I	\$227,828	\$254,359	\$482,187	EE	\$754,118	\$3,357,071	\$4,111,189	VV	\$34,124	\$119,582	\$153,706
J	\$1,556,088	\$358,003	\$1,914,091	FF	\$1,430,542	\$9,501,599	\$10,932,141	WW	\$18,653	\$360,044	\$378,697
K	\$814,407	\$679,595	\$1,494,002	GG	\$2,074,171	\$1,428,508	\$3,502,679	XX	\$1,025,092	\$2,131,311	\$3,156,403
L	\$562,910	\$491,234	\$1,054,144	HH	\$3,366,477	\$4,592,465	\$7,958,942	ZZ	\$2,297,167	\$2,418,370	\$4,715,537
M	\$802,300	\$259,796	\$1,062,096	II1	\$4,113,620	\$16,039,997	\$20,153,617				
N	\$422,781	\$437,326	\$860,107	II2	\$6,871,977	\$1,242,412	\$8,114,389				
O	\$986,910	\$193,195	\$1,180,105	II3	\$1,528,831	\$1,233,424	\$2,762,255				
P	\$686,594	\$277,552	\$964,146	II4	\$1,956,838	\$1,106,558	\$3,063,396				
T	\$1,501,820	\$2,013,650	\$3,515,470	JJ	\$1,723,038	\$3,837,976	\$5,561,014				
U	\$1,164,320	\$660,279	\$1,824,599	KK	\$1,631,996	\$1,505,479	\$3,137,475				
V	\$648,023	\$1,726,395	\$2,374,418	LL	\$1,814,037	\$2,871,654	\$4,685,691				
W	\$1,753,688	\$2,920,713	\$4,674,401	MM	\$554,749	\$957,296	\$1,512,045				

W * Note: A surcharge fee is in effect per Board Resolution No. 885-BPBR.

Z ** Note: A surcharge fee is in effect per Board Resolution Nos. 1227, 1265, 1268, 1386.

DRAINAGE FEE SCHEDULE FOR ZONE 3: PLANNED LOCAL DRAINAGE AREAS

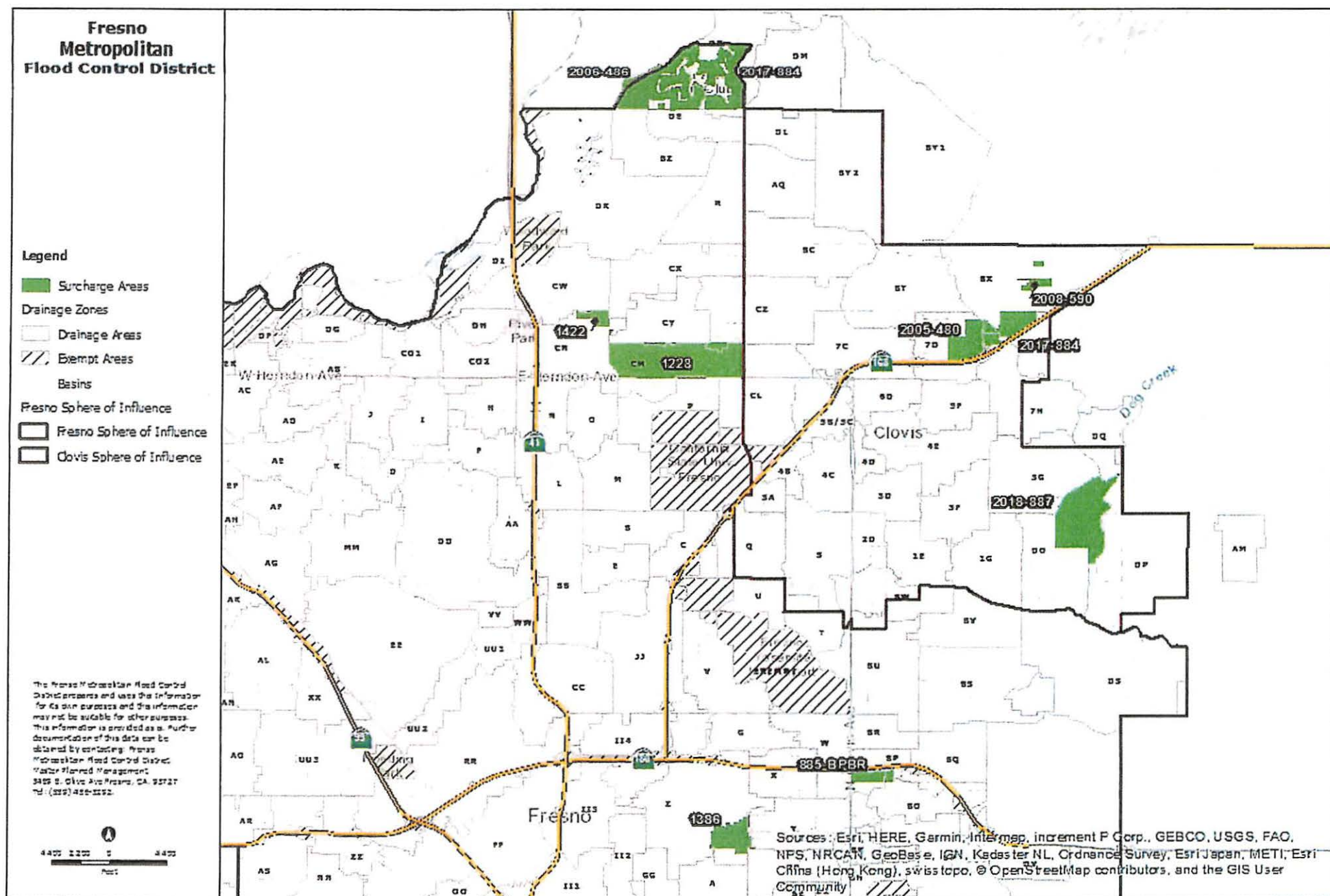
Area	AE-S, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
Zone 3															
BASIN	\$1,270	\$1,450	\$1,810	\$2,170	\$2,540	\$2,720	\$2,860	\$3,000	\$3,000	\$3,350	\$4,070	\$5,930	\$6,350	\$6,800	\$23,429,460
PIPE	\$1,470	\$1,660	\$2,200	\$2,390	\$2,600	\$2,700	\$2,790	\$2,860	\$2,860	\$3,070	\$3,270	\$3,800	\$4,020	\$4,240	\$19,375,810
TOTAL	\$2,740	\$3,110	\$4,010	\$4,560	\$5,140	\$5,420	\$5,650	\$5,860	\$5,860	\$6,420	\$7,340	\$9,730	\$10,370	\$11,040	\$42,805,270

Planned Local Drainage Areas: Zone 3

Area	Basin Cost	Pipe Cost	Total
Q	\$413,775	\$411,805	\$825,580
S	\$1,317,413	\$2,163,855	\$3,481,268
1E	\$1,902,108	\$912,242	\$2,814,350
2D	\$774,974	\$1,253,973	\$2,028,947
3A	\$1,147,120	\$802,896	\$1,950,016
3D	\$1,353,893	\$1,032,196	\$2,386,089
3F	\$1,035,520	\$1,229,984	\$2,265,504
4B	\$1,231,705	\$862,090	\$2,093,795
4C	\$1,128,211	\$2,398,584	\$3,526,795
4D	\$3,532,013	\$890,546	\$4,422,559
4E	\$2,924,869	\$2,119,501	\$5,044,370
5B/5C	\$3,843,239	\$2,160,847	\$6,024,086
5F	\$1,460,952	\$1,530,399	\$2,991,351
6D	\$1,363,668	\$1,586,892	\$2,950,560

DRAINAGE FEE SCHEDULE FOR SURCHARGE AREAS: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P
W	TOTAL	-	-	-	-	-	-	-	-	-	-	-	\$11,075	-	-
	*Note: A surcharge fee is in effect per Board Resolution No. 885-8PBR.														
Z	TOTAL	-	-	-	-	-	-	-	-	\$1,970	\$2,110	\$2,250	\$2,615	\$5,380	\$2,915
	*Note: A surcharge fee is in effect per Board Resolution Nos. 1227, 1265, 1268, 1386.														
BX	TOTAL	-	\$270	\$350	\$390	\$430	\$445	\$445	\$445	\$470	\$510	\$540	\$630	\$9,800	\$700
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2017-864 & 2018-908.														
CM	TOTAL	\$90	\$105	\$135	\$145	\$160	\$165	\$165	\$165	\$175	\$185	\$200	\$235	\$485	\$260
	*Note: A surcharge fee is in effect per Board Resolution No. 1228.														
CN	TOTAL	-	-	-	-	-	-	-	-	\$2,200	\$2,395	\$2,695	\$3,465	\$3,690	\$3,925
	*Note: A surcharge fee is in effect per Board Resolution Nos. 1159, 1342, 1414, & 1422.														
DE	TOTAL	-	-	-	-	-	\$790	\$790	\$790	\$840	\$900	-	\$1,120	\$1,250	\$1,250
	*Note: A surcharge fee is in effect per Board Resolution No. 2006-486.														
DN	TOTAL	-	-	-	-	-	\$8,140	\$8,400	\$8,620	\$8,620	-	-	-	-	\$12,780
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2016-840 & 2018-908.														
DO	TOTAL	-	-	-	-	-	-	-	\$3,550	\$3,550	\$3,800	\$3,800	-	\$4,980	\$5,250
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2007-522, 2014-806, 2018-887, & 2018-908.														
7D	TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	\$3,651	-
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2005-480 & 2018-908.														
7H	TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	\$3,651	-
	*Note: A surcharge fee is in effect per Board Resolution Nos. 2005-480 & 2018-908.														



MEMORANDUM

File 140.3123, 140.3133, 140.3143

BOARD MEETING: December 12, 2018
AGENDA ITEM NO.: 7.A.
FROM: Peter Sanchez, District Engineer-Assistant General Manager
SUBJECT: **Storm Drainage Master Plan and Drainage Fee Schedule Update: Adoption of Resolution Amending the Storm Drainage and Flood Control Master Plan and Amending Schedule of Drainage Fees, Surcharges and Costs for Local Drainage Areas (2019 Rate Schedule)**

Summary

Urban storm drainage systems are funded by the payment of drainage fees at the time of development. Fees in the original area of the District or core area of the City of Fresno (Zone 2) are calculated at a uniform rate by spreading the aggregate of the total system cost to the entire original area. The core area of the City of Clovis (Zone 3) utilizes the same approach. Zone 2 is unique in that the aggregate approach was intended to distribute the benefits of the long-term tax payments and early formation and subsidies via assessment districts. All other areas referred to as the "Full Cost" zone (Zone 1) are funded by spreading the individual system cost to its respective local drainage area. The zones are shown on the attached Exhibit No. 1.

Exhibit No. 2 depicts the proposed amendments to certain drainage and surcharge fee schedules for March 1, 2019 through February 28, 2020. Adoption of the attached resolution is necessary to formally amend the Master Plan and amend the fee schedule in certain drainage areas that have changes or an increased fee rate. Because of its large size, the updated Storm Drainage and Flood Control Master Plan Map (Exhibit "A") will be provided at the meeting for review and reference. A Public Hearing is required to increase drainage fee rates and the appropriate public notice regarding this Hearing was published in the Fresno Bee pursuant to the Government Code. Fee schedules are updated annually to become effective not less than sixty (60) days after adoption.

Zone 1

With respect to Zone 1, seventy-one (71) drainage areas and four (4) surcharge areas warrant a fee adjustment. Modifications significant enough to justify a revision to the drainage fee schedules include (i) increased unit prices for pipelines, manholes, inlets, basin outfalls, basin final grading, basin concrete mowstrip, basin sprinkler and turf, arterial street paving, local street paving, concrete curb and gutter, concrete sidewalk, sewer line, water line, pump station and deep shaft, pump station completion, water tap and meter charge, City of Clovis well charge, City of Clovis grid main charge, CEQA site assessment appraisal and reclaimed pumps;



BOARD MEETING: December 12, 2018

AGENDA ITEM NO.: 7.A.

(ii) the City of Fresno water capacity fee replaces the City of Fresno well charge and City of Fresno grid main charge at a larger cost; and/or (iii) higher than anticipated contract costs. As noted above, these drainage areas are set forth in Exhibit No 2. The list shows the land use of greatest acreage in each of the respective local drainage areas as representative of the adjustments or rate change. The comment column indicates the type of adjustment associated with the 2019 Drainage and Surcharge Fee and Amendments.

Also, this year's study indicated that drainage fee rates for twenty-eight (28) Zone 1 drainage areas remain the same or showed a slight decrease. Based upon previous staff reviews, it is normally recommended that downward adjustments not be made due to the anticipated drainage fee revenue falling short of the total system costs within many of the full cost drainage areas. A decrease in the fee rate for Zone 1 areas must be supported by a fee audit for the specific area. The audit is necessary to evaluate the outcome of the total system costs to determine, ultimately, if the funding collected will be less or more than the cost to complete the full cost Zone 1 drainage systems. This year's audit does not support a decrease in the remaining Zone 1 areas. Staff will continually monitor these areas and report its findings to the Board should a decrease in fees be warranted in the future.

Zone 2

With respect to Zone 2 areas, unit cost updates in the previous year warrant a fee adjustment. The percentage increase is shown on Exhibit No. 2.

Zone 3

With respect to Zone 3 areas, unit cost updates in the previous year warrant a fee adjustment. The percentage increase is shown on Exhibit No. 2.

Surcharge Areas

Review of the fee rates identified four (4) existing surcharge areas, Drainage Areas "BX", "DN", "DO" and "7D" that warranted fee adjustments (see Exhibit No. 3) The fee increases in these areas resulted from unit cost updates. Exhibit No. 3 also shows the per acre costs resulting from these surcharge fee adjustments.

Staff has proposed the 2019 amendments to the fee schedules on the District's web site, circulated the proposed changes to the Building Industry Association (BIA) for comment, and informed the BIA of the public hearing date. The proposed changes in the fee schedule were also presented to the BIA at a regularly scheduled BIA/FMFCF liaison meeting on Wednesday, November 28, 2018. It was requested that the BIA make formal comments on the proposal for this year's adjustments prior to the public hearing. No comments have been received at the writing of this memorandum. In the past, the BIA has been non-committal and taken no position in regards to drainage fee adjustments. Following the District's adoption of the 2019 amendments to the Drainage Fee Schedule, staff will request each of the local jurisdictional agencies adopt the amendments.

BOARD MEETING: December 12, 2018
AGENDA ITEM NO.: 7.A.

The adoption of fees is considered a project under the California Environmental Quality Act (CEQA). Staff has evaluated the potential environmental impact of the adoption of these fees and has determined that the action is exempt from CEQA pursuant to Public Resources Code Section 21080(b)(8)(D). This section exempts the modification of fees collected by public agencies for purpose of obtaining funds for capital projects necessary to maintain service within existing service areas. Pursuant to Section 21080(b), staff recommends the Board incorporate findings in the record that the proposed amendments to the drainage fees are exempt from CEQA pursuant to Section 21080(b)(8)(D).

Recommendation

It is recommended the Board of Directors take the following actions:

1. Adopt the attached Resolution updating the Storm Drainage and Flood Control Master Plan Map and amend the proposed cost and fee schedules as set forth therein.
2. Direct staff to transmit the map and fee schedule amendments to the City of Fresno, City of Clovis and the County of Fresno for adoption.
3. Find that adoption of said Resolutions that adopts fees are exempt from further CEQA assessment per the provisions of Public Resources Code Section 21080(b)(8)(D).

Discussion

The proposed drainage fee amendments shown on Exhibit No. 2 comply with the Government Code that requires the local agency to determine that the fees are fairly apportioned within the local drainage areas either on the basis of benefits conferred on property proposed for subdivision or on the need for such facilities created by the proposed subdivision and development of other property within such areas. In Zones 1 thru 3, fees are fairly apportioned based on the need to capture, manage and store storm water runoff as determined by land use and anticipated impervious area.

Staff continually monitors system costs as improvements are constructed yearly. By monitoring system costs, staff is able to make the necessary adjustments to the drainage fee automation program which re-calculates the drainage fee schedules immediately when new information is input into the accounting data and/or modifications are made to the GIS system. This process requires the comparing of actual contract unit costs with the current fee study unit costs as well as insight from building contractors within the metropolitan area. With the use of actual costs the District is able to ensure our unit costs are current with the market and better re-coup funding for updated system costs without relying on the use of the General fund. While adjustments to drainage fees are generally considered only once each year pursuant to the Drainage Fee Ordinance, the automated program allows for staff to view the effect on the future drainage fee rate schedule after any system modification.

BOARD MEETING: December 12, 2018
AGENDA ITEM NO.: 7.A.

To keep current with facility unit costs, the adjustments warranted for 2019 include an increase of the following: all pipe with trench resurfacing (9.5%), all pipe with out trench resurfacing (9.5%), manholes (15%), inlets (11.3%), outfalls (4.5%), basin final grading (17%), mowstrip (11%), sprinkler and turf (21%), arterial street paving (11%), local street paving (10%), concrete curb and gutter (20%), concrete sidewalk (20%), City of Fresno sewer line (43%), City of Clovis water line (26%), City of Fresno water line (29%), pump station and deep shaft intake (25%), pump station completion (25%), reclaimed pump existing (18%), reclaimed pump proposed (23%), City of Clovis grid main charge (9%), City of Clovis well charge (34%), CEQA site assessment and appraisal (20%) and the addition of the City of Fresno water capacity fee that replaces the City of Fresno's well charge and grid main charge. The 2019 drainage fee rate study reviews all drainage areas utilizing the adjusted unit costs along with accounting data for existing facilities.

Review of the fee rates identified four (4) existing surcharge areas, Drainage Area "BX", Drainage Area "DN", Drainage Area "DO" and Drainage Area "7D", that warranted fee adjustments. The fee rate increases in these areas resulted from unit cost updates.

The existing drainage ordinances require annual updating of the drainage system cost schedules. This process assures fees are based on actual costs, ensures equity among all fee payers, assures reimbursement of those incurring construction costs in excess of their proportionate cost share, and protects the general taxpayer from the need to pay development subsidies.

Pursuant to the Government Code, the fee increases become effective not less than sixty (60) days following adoption. Therefore, if adopted, the effective date of the drainage fee rate schedule would be March 1, 2019 in accordance with the Drainage Fee Ordinance.

Respectfully submitted by:

Wendell Lum, Master Plan Special Projects Manager

Attachments

1. Public Hearing Procedural Outline
2. Exhibit No.1
3. Exhibit No. 2
4. Exhibit No. 3
5. Exhibit A
6. Exhibit B
7. Resolution

RESOLUTION NO. _____

**BEFORE THE BOARD OF DIRECTORS OF THE
FRESNO METROPOLITAN FLOOD CONTROL DISTRICT
RESOLUTION AMENDING THE STORM DRAINAGE AND FLOOD CONTROL
MASTER PLAN AND AMENDING THE SCHEDULE
OF DRAINAGE FEES, SURCHARGES AND COSTS ESTABLISHING SUCH
COSTS AND FEES FOR LOCAL DRAINAGE AREAS
(2019-2020)**

WHEREAS, the Board of Directors enacted Resolution No. 1412 on February 9, 1988, establishing a schedule of drainage system costs and fees pursuant to the adopted Storm Drainage and Flood Control Master Plan, said schedule being an element of the drainage fee ordinances of the Fresno Metropolitan Flood Control District, Cities of Clovis and Fresno, and the County of Fresno, which ordinances are incorporated herein by this reference; and

WHEREAS, the Board of Directors enacted resolutions from time to time, amending said schedule, the last being Resolution No. 2017-884 adopted on December 13, 2017; and

WHEREAS, an amended Storm Drainage and Flood Control Master Plan Map, attached as Exhibit "A" hereto, specifying public facilities and improvements, existing and proposed, which are necessary to provide drainage service and flood control within the respective local drainage areas specified therein, has been presented to the Board of Directors; and

WHEREAS, the District's Storm Drainage and Flood Control Master Plan includes a study of the impacts of contemplated future development on the District's existing storm drainage services and facilities in the local drainage areas of the Fresno Metropolitan Flood Control District listed in Exhibit "B" attached hereto, along with an analysis of new,

improved or expanded public facilities and improvements required or appropriate to serve development in said local drainage areas; and

WHEREAS, as to each of said local drainage areas, said Map, said Plan and said study set forth the relationship between development and said services or facilities; the estimated cost thereof; and the schedule of per gross acre fees calculated to raise the sum of money necessary to pay the estimated total cost of local drainage facilities therein; and

WHEREAS, said Map and said study were available at the District's office for public inspection and review ten (10) days prior to this public hearing, and notice was given in compliance with the requirements therefor; and

WHEREAS, a public hearing was held pursuant to the public notice cited herein at a regularly scheduled meeting of the Board of Directors of the Fresno Metropolitan Flood Control District; and

WHEREAS, the Board of Directors finds as follows:

A. That the purpose of said fees is to finance facilities within the District required for the removal of surface and storm waters attributable to development; to obviate the menace to the public health, safety and welfare arising from inadequate provision for removal of surface and storm waters occurring as the result of development of property; to prevent deterioration of property values and impairment of conditions making for desirable residential, commercial or industrial development, as the case may be, which would result from the failure to construct planned local drainage facilities relative to development of property; and to prevent deterioration of public streets and other public facilities which would result from failure to construct planned local drainage facilities concurrently with development.

B. The fees adopted and collected pursuant to the drainage fee ordinances and this Resolution are to be used to finance only the public facilities shown on Exhibit "A", within each of the respective local drainage areas identified in Exhibit "B" hereto.

C. After considering said Map and said study and the analysis prepared by the District; the respective General Plans and community and specific plans prepared by the Development Departments of said County and Cities; and the information and testimony received at this public hearing, the Board of Directors approves said Map and said study, and incorporates such herein. The Board further finds that all new development in the subject area will generate the need for storm drainage facilities therein, and generates an unmet need for storm drainage facilities and services in said area.

D. There is a need in local drainage areas for storm drainage facilities which have not been constructed or have been constructed; said facilities have been called for in, or are consistent with, the General Plans. Development will contribute its fair share toward the facility costs in those local drainage areas listed in Exhibit "B" through payment of the respective drainage fees set forth therein.

E. The facts and evidence presented establish that there is a reasonable relationship between the need for the described public facilities and the impacts of the types of development as described in Exhibits "A" and "B" for which the corresponding fee set forth in Exhibit "B" is charged. There is a reasonable relationship between the use of said fee and development of the lands in the service area for which the fee is charged, as these reasonable relationships or nexuses are described in more detail in the study and Map referred to above.

F. The Storm Drainage and Flood Control Master Plan Map attached hereto as Exhibit "A" and the storm drainage fee rate schedule set forth in Exhibit "B", as adopted by Paragraphs 2 and 3 herein, revise the District's Storm Drainage and Flood Control Master Plan, to conform to its General Plan and comply with Section 66483 of the California Government Code.

G. The cost estimates set forth in Exhibit "B" are reasonable cost estimates for constructing these facilities, and the fee schedule set forth therein is based on said estimates and is to generate fees from development which will not exceed the total of these costs.

NOW THEREFORE, it is hereby resolved by the Board of Directors of the Fresno Metropolitan Flood Control District that:

1. The above recitals are true and correct, and this Board so finds and determines.
2. This Resolution is exempt from further California Environmental Quality Act (CEQA) assessment per the provisions of Public Resources Code Section 21080(b)(8)(D).
3. The Storm Drainage and Flood Control Master Plan is hereby amended to include that Storm Drain and Flood Control Master Plan Map attached hereto as Exhibit "A" and as supported by Exhibit "B".
4. The schedule of drainage fees for those respective local drainage areas listed in Exhibit "B" hereto is hereby adopted as set forth in said Exhibit "B". The District shall prepare a 2019-2020 schedule of drainage fees for each of its local drainage areas, which shall include the amendments adopted herein. Pursuant to California Government

Code Section 66017, said schedule of drainage fees shall become effective no sooner than sixty (60) days from the date of adoption of this Resolution. In compliance with California Government Code Section 66017, the District's 2019-2020 schedule of drainage fees shall be effective as of March 1, 2019, in accordance with the drainage fee ordinances. Fees shall be paid in accordance with the drainage fee ordinances and as specified in said 2019-2020 drainage fee schedule.

5. The fee shall be used solely to pay: (a) costs related to the design, administration and construction of the described public storm water facilities; (b) for reimbursing the District for the development's fair share of those costs incurred by the District in the design and construction of the described public storm water facilities; or (c) to reimburse other developers who have constructed public facilities in each service area where those facilities were beyond that needed to mitigate the impacts of the other developers' project or projects and where reimbursement is provided for in the applicable Drainage Fee Ordinance.

6. The District, pursuant to the Drainage Fee Ordinance, shall analyze and review the estimated cost of the described capital improvements for which this fee is charged, the continued or expanded need therefor, and the reasonable relationship between such facility needs and the varying types of development. The General Manager-Secretary shall report the findings to the Board of Directors and recommend any adjustment to this fee or other action as may be needed.

7. Pursuant to California Government Code Section 66022, any judicial action or proceeding to attack, review, set aside, void or annul this Resolution shall be brought within one hundred twenty (120) days of the adoption of this Resolution. Pursuant

to California Government Code Section 66022, any judicial action or proceeding to attack, review, set aside, void, or annul the fee increase shall commence within one hundred twenty (120) days of the effective date of the increase, which is identified in Paragraph No. 4 hereinabove. Administrative appeal is a mandatory prerequisite to any such judicial action or proceeding. Such appeal shall be made in writing to the Director of Development of Public Works of the political subdivision in which the property subjected hereto is located (i.e., the City of Fresno, the City of Clovis or the County of Fresno). Such appeal must be made within sixty (60) days after the effective date hereof. The Director shall set the matter for hearing, conduct the hearing and render a decision within forty (40) days after such appeal is filed.

8. The Ordinances of the City of Fresno, City of Clovis, and the County of Fresno have an administrative mechanism whereby a property owner who seeks to develop property within the boundaries of the Fresno Metropolitan Flood Control District can challenge the fees imposed thereunder only by first paying said fees under protest. Developers of property within the Fresno Metropolitan Flood Control District shall adhere to the applicable ordinance of the City of Fresno, City of Clovis or the County of Fresno under which it is required that drainage fees must be paid before development is allowed, and that such fee may be paid under protest.

PASSED AND ADOPTED this 12th day of December, 2018, by the following vote to wit:

AYES:

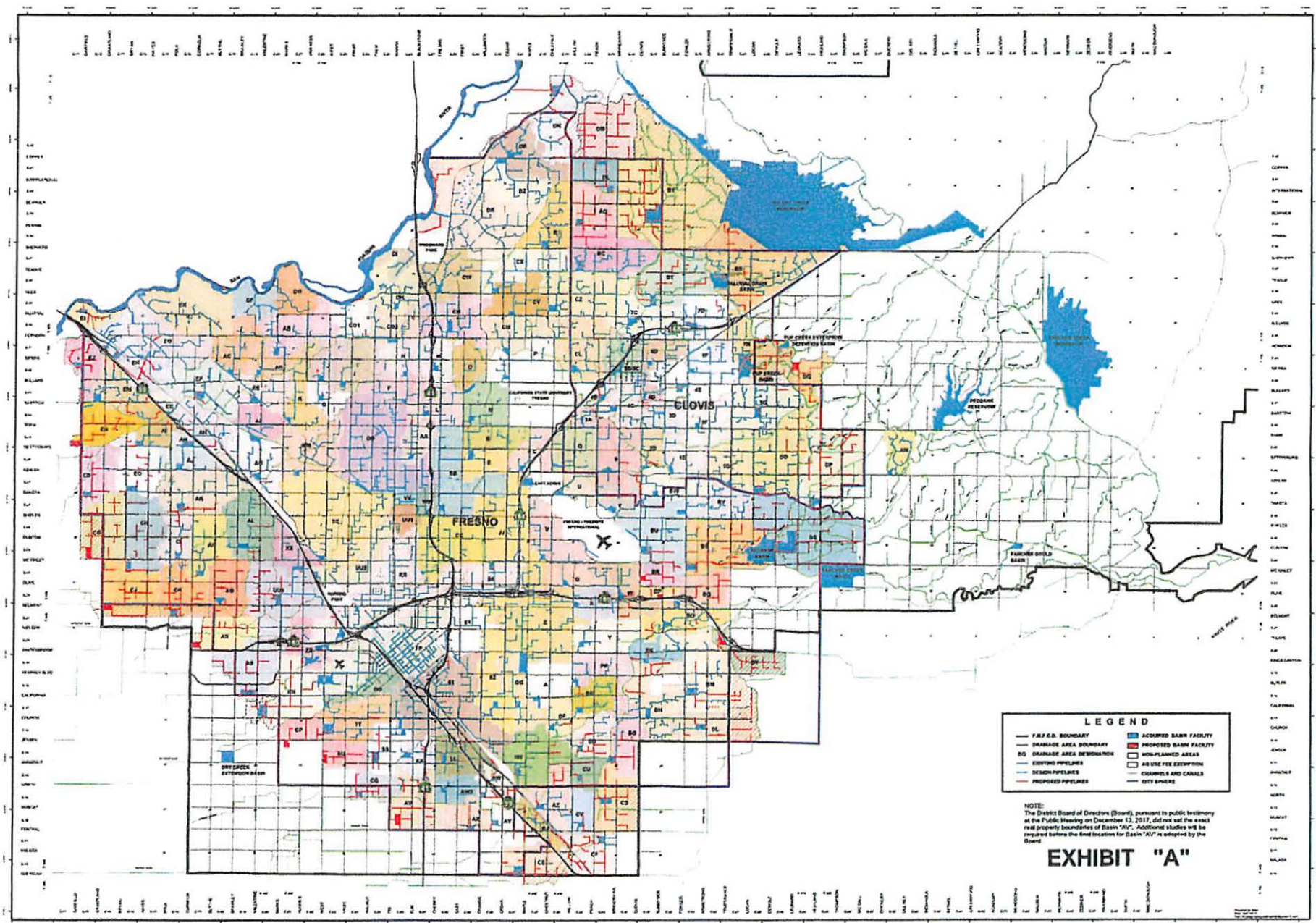
NOES:

ABSENT:

ABSTAIN:

**Updated Storm Drainage and Flood Control Master Plan Map
will be Available at Meeting**

Exhibit “A”



2019 Drainage Fee Schedule with Amendments (County Schedule)

County schedule includes both City of Fresno and Clovis schedules

Exhibit "B"

Fresno Metropolitan Flood Control District



2019 DRAINAGE FEE SCHEDULE

Fresno County

Effective Date: 3/1/2019

Exhibit B



DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
R	BASIN	\$1,410	\$1,610	\$2,020	\$2,420	\$2,820	\$3,020	\$3,180	\$3,330	\$3,330	\$3,730	\$4,530	\$6,600	\$7,060	\$7,570	\$2,891,960
	PIPE	\$1,840	\$2,080	\$2,760	\$2,990	\$3,250	\$3,380	\$3,490	\$3,580	\$3,580	\$3,840	\$4,100	\$4,760	\$5,030	\$5,310	\$2,780,680
	TOTAL	\$3,250	\$3,690	\$4,780	\$5,410	\$6,070	\$6,400	\$6,670	\$6,910	\$6,910	\$7,570	\$8,630	\$11,360	\$12,090	\$12,880	\$5,672,640
AB	BASIN	\$870	\$990	\$1,250	\$1,490	\$1,740	\$1,860	\$1,960	\$2,060	\$2,060	\$2,300	\$2,600	\$4,070	\$4,350	\$4,670	\$1,501,130
	PIPE	\$1,030	\$1,170	\$1,550	\$1,680	\$1,830	\$1,900	\$1,960	\$2,010	\$2,010	\$2,160	\$2,300	\$2,670	\$2,830	\$2,980	\$1,470,000
	TOTAL	\$1,900	\$2,160	\$2,800	\$3,170	\$3,570	\$3,760	\$3,920	\$4,070	\$4,070	\$4,460	\$5,100	\$6,740	\$7,180	\$7,650	\$2,971,130
AC	BASIN	\$640	\$730	\$920	\$1,100	\$1,280	\$1,370	\$1,440	\$1,520	\$1,520	\$1,700	\$2,060	\$3,000	\$3,210	\$3,440	\$1,095,117
	PIPE	\$890	\$1,010	\$1,340	\$1,460	\$1,580	\$1,650	\$1,700	\$1,740	\$1,740	\$1,870	\$1,990	\$2,320	\$2,450	\$2,580	\$1,164,819
	TOTAL	\$1,530	\$1,740	\$2,260	\$2,560	\$2,860	\$3,020	\$3,140	\$3,260	\$3,260	\$3,570	\$4,050	\$5,320	\$5,660	\$6,020	\$2,259,936
AD	BASIN	\$1,270	\$1,440	\$1,810	\$2,160	\$2,530	\$2,710	\$2,850	\$2,990	\$2,990	\$3,340	\$4,060	\$5,910	\$6,330	\$6,790	\$1,030,450
	PIPE	\$480	\$540	\$720	\$780	\$840	\$880	\$910	\$930	\$930	\$1,000	\$1,060	\$1,230	\$1,310	\$1,380	\$330,500
	TOTAL	\$1,750	\$1,980	\$2,530	\$2,940	\$3,370	\$3,590	\$3,760	\$3,920	\$3,920	\$4,340	\$5,120	\$7,140	\$7,640	\$8,170	\$1,360,950
AE	BASIN	\$1,590	\$1,810	\$2,270	\$2,720	\$3,180	\$3,400	\$3,570	\$3,750	\$3,750	\$4,190	\$5,100	\$7,420	\$7,940	\$8,510	\$2,234,730
	PIPE	\$620	\$710	\$940	\$1,020	\$1,110	\$1,150	\$1,190	\$1,220	\$1,220	\$1,310	\$1,390	\$1,620	\$1,710	\$1,810	\$707,470
	TOTAL	\$2,210	\$2,520	\$3,210	\$3,740	\$4,290	\$4,550	\$4,760	\$4,970	\$4,970	\$5,500	\$6,490	\$9,040	\$9,650	\$10,320	\$2,942,200
AF	BASIN	\$720	\$820	\$1,020	\$1,220	\$1,430	\$1,530	\$1,610	\$1,690	\$1,690	\$1,890	\$2,300	\$3,340	\$3,580	\$3,830	\$1,202,410
	PIPE	\$500	\$570	\$760	\$820	\$890	\$930	\$960	\$980	\$980	\$1,050	\$1,120	\$1,300	\$1,380	\$1,460	\$510,250
	TOTAL	\$1,220	\$1,390	\$1,780	\$2,040	\$2,320	\$2,460	\$2,570	\$2,670	\$2,670	\$2,940	\$3,420	\$4,640	\$4,960	\$5,290	\$1,712,660
AG	BASIN	\$480	\$540	\$680	\$820	\$950	\$1,020	\$1,070	\$1,130	\$1,130	\$1,260	\$1,530	\$2,230	\$2,380	\$2,560	\$1,321,630
	PIPE	\$1,370	\$1,550	\$2,060	\$2,230	\$2,430	\$2,520	\$2,600	\$2,670	\$2,670	\$2,860	\$3,060	\$3,550	\$3,760	\$3,960	\$2,312,910
	TOTAL	\$1,850	\$2,090	\$2,740	\$3,050	\$3,380	\$3,540	\$3,670	\$3,800	\$3,800	\$4,120	\$4,590	\$5,780	\$6,140	\$6,520	\$3,634,540
AH	BASIN	\$1,240	\$1,420	\$1,780	\$2,130	\$2,490	\$2,660	\$2,800	\$2,940	\$2,940	\$3,280	\$3,990	\$5,810	\$6,220	\$6,670	\$3,927,550
	PIPE	\$2,080	\$2,360	\$3,130	\$3,400	\$3,690	\$3,840	\$3,960	\$4,070	\$4,070	\$4,360	\$4,650	\$5,400	\$5,710	\$6,030	\$3,793,200
	TOTAL	\$3,320	\$3,780	\$4,910	\$5,530	\$6,180	\$6,500	\$6,760	\$7,010	\$7,010	\$7,640	\$8,640	\$11,210	\$11,930	\$12,700	\$7,720,750
AI	BASIN	\$1,550	\$1,770	\$2,220	\$2,650	\$3,100	\$3,320	\$3,490	\$3,660	\$3,660	\$4,090	\$4,980	\$7,240	\$7,750	\$8,310	\$2,469,880
	PIPE	\$2,970	\$3,350	\$4,450	\$4,840	\$5,250	\$5,460	\$5,640	\$5,780	\$5,780	\$6,200	\$6,620	\$7,680	\$8,130	\$8,570	\$3,150,850
	TOTAL	\$4,520	\$5,120	\$6,670	\$7,490	\$8,350	\$8,780	\$9,130	\$9,440	\$9,440	\$10,290	\$11,600	\$14,920	\$15,880	\$16,880	\$5,620,730
AJ	BASIN	\$1,630	\$1,860	\$2,330	\$2,780	\$3,260	\$3,490	\$3,660	\$3,840	\$3,840	\$4,300	\$5,230	\$7,610	\$8,140	\$8,730	\$1,472,810
	PIPE	\$590	\$670	\$880	\$960	\$1,040	\$1,090	\$1,120	\$1,150	\$1,150	\$1,230	\$1,320	\$1,530	\$1,620	\$1,700	\$433,080
	TOTAL	\$2,220	\$2,530	\$3,210	\$3,740	\$4,300	\$4,580	\$4,780	\$4,990	\$4,990	\$5,530	\$6,550	\$9,140	\$9,760	\$10,430	\$1,905,890
AK	BASIN	\$930	\$1,060	\$1,340	\$1,600	\$1,870	\$2,000	\$2,100	\$2,200	\$2,200	\$2,470	\$3,000	\$4,360	\$4,670	\$5,010	\$2,842,220
	PIPE	\$1,700	\$1,920	\$2,550	\$2,770	\$3,010	\$3,120	\$3,230	\$3,310	\$3,310	\$3,550	\$4,400	\$6,650	\$4,910	\$5,190	\$3,853,570
	TOTAL	\$2,630	\$2,980	\$3,890	\$4,370	\$4,880	\$5,120	\$5,330	\$5,510	\$5,510	\$6,020	\$6,790	\$8,760	\$9,320	\$9,920	\$6,695,790
AL	BASIN	\$990	\$1,120	\$1,410	\$1,690	\$1,970	\$2,110	\$2,220	\$2,330	\$2,330	\$2,600	\$3,170	\$4,610	\$4,930	\$5,290	\$2,407,930
	PIPE	\$1,930	\$2,180	\$2,890	\$3,140	\$3,410	\$3,550	\$3,670	\$3,760	\$3,760	\$4,030	\$4,300	\$5,000	\$5,290	\$5,580	\$3,608,710
	TOTAL	\$2,920	\$3,300	\$4,300	\$4,830	\$5,380	\$5,660	\$5,890	\$6,090	\$6,090	\$6,630	\$7,470	\$9,610	\$10,220	\$10,870	\$6,016,640
AM	BASIN	\$2,370	\$2,370	\$2,970	\$3,550	\$4,150	\$4,450	\$4,670	\$4,900	\$4,900	\$5,480	\$6,670	\$9,700	\$10,390	\$11,130	\$1,260,966
	PIPE	\$5,950	\$5,950	\$7,900	\$8,590	\$9,330	\$9,700	\$10,010	\$10,260	\$10,260	\$11,010	\$11,750	\$13,650	\$14,440	\$15,230	\$2,886,860
	TOTAL	\$8,320	\$8,320	\$10,870	\$12,140	\$13,480	\$14,150	\$14,680	\$15,160	\$15,160	\$16,490	\$18,420	\$23,350	\$24,830	\$26,360	\$4,147,826

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, D	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
AN	BASIN	\$1,540	\$1,750	\$2,200	\$2,630	\$3,080	\$3,290	\$3,460	\$3,630	\$3,630	\$4,060	\$4,940	\$7,180	\$7,690	\$8,240	\$2,172,480
	PIPE	\$1,740	\$1,970	\$2,610	\$2,840	\$3,090	\$3,210	\$3,310	\$3,400	\$3,400	\$3,640	\$3,890	\$4,510	\$4,780	\$5,040	\$2,076,950
	TOTAL	\$3,280	\$3,720	\$4,810	\$5,470	\$6,170	\$6,500	\$6,770	\$7,030	\$7,030	\$7,700	\$8,830	\$11,690	\$12,470	\$13,280	\$4,249,430
AO	BASIN	\$1,500	\$1,710	\$2,140	\$2,560	\$3,000	\$3,210	\$3,370	\$3,540	\$3,540	\$3,960	\$4,810	\$7,000	\$7,490	\$8,030	\$2,696,550
	PIPE	\$3,330	\$3,760	\$5,000	\$5,430	\$5,900	\$6,130	\$6,330	\$6,490	\$6,490	\$6,960	\$7,430	\$8,630	\$9,130	\$9,630	\$4,469,140
	TOTAL	\$4,830	\$5,470	\$7,140	\$7,990	\$8,900	\$9,340	\$9,700	\$10,030	\$10,030	\$10,920	\$12,240	\$15,630	\$16,620	\$17,660	\$7,165,690
AQ	BASIN	\$1,750	\$1,750	\$2,200	\$2,630	\$3,070	\$3,290	\$3,450	\$3,620	\$3,620	\$4,050	\$4,930	\$7,170	\$7,680	\$8,230	\$2,482,069
	PIPE	\$3,670	\$3,670	\$4,870	\$5,300	\$5,750	\$5,980	\$6,170	\$6,340	\$6,340	\$6,790	\$7,240	\$8,410	\$8,900	\$9,390	\$4,414,462
	TOTAL	\$5,420	\$5,420	\$7,070	\$7,930	\$8,820	\$9,270	\$9,620	\$9,960	\$9,960	\$10,840	\$12,170	\$15,580	\$16,580	\$17,620	\$6,896,531
AR	BASIN	\$1,500	\$1,710	\$2,150	\$2,570	\$3,000	\$3,210	\$3,380	\$3,540	\$3,540	\$3,960	\$4,820	\$7,010	\$7,510	\$8,050	\$3,077,960
	PIPE	\$4,180	\$4,730	\$6,280	\$6,820	\$7,410	\$7,700	\$7,950	\$8,160	\$8,160	\$8,750	\$9,330	\$10,840	\$11,460	\$12,090	\$5,312,950
	TOTAL	\$5,680	\$6,440	\$8,430	\$9,390	\$10,410	\$10,910	\$11,330	\$11,700	\$11,700	\$12,710	\$14,150	\$17,850	\$18,970	\$20,140	\$8,390,910
AS	BASIN	\$1,200	\$1,360	\$1,710	\$2,040	\$2,390	\$2,560	\$2,690	\$2,820	\$2,820	\$3,160	\$3,840	\$5,580	\$5,980	\$6,410	\$3,737,240
	PIPE	\$3,530	\$3,990	\$5,290	\$5,750	\$6,240	\$6,490	\$6,700	\$6,880	\$6,880	\$7,370	\$7,870	\$9,140	\$9,670	\$10,190	\$7,801,710
	TOTAL	\$4,730	\$5,350	\$7,000	\$7,790	\$8,630	\$9,050	\$9,390	\$9,700	\$9,700	\$10,530	\$11,710	\$14,720	\$15,650	\$16,600	\$11,538,950
AU	BASIN	\$3,160	\$3,600	\$4,510	\$5,400	\$6,310	\$6,750	\$7,100	\$7,450	\$7,450	\$8,330	\$10,130	\$14,740	\$15,780	\$16,910	\$2,730,670
	PIPE	\$3,010	\$3,410	\$4,520	\$4,910	\$5,340	\$5,550	\$5,730	\$5,880	\$5,880	\$6,300	\$6,720	\$7,810	\$8,260	\$8,710	\$2,135,640
	TOTAL	\$6,170	\$7,010	\$9,030	\$10,310	\$11,650	\$12,300	\$12,830	\$13,330	\$13,330	\$14,630	\$16,850	\$22,550	\$24,040	\$25,620	\$4,866,310
AV	BASIN	\$1,150	\$1,310	\$1,650	\$1,970	\$2,310	\$2,470	\$2,600	\$2,720	\$2,720	\$3,050	\$3,700	\$5,390	\$5,770	\$6,180	\$3,893,190
	PIPE	\$4,750	\$5,370	\$7,130	\$7,750	\$8,410	\$8,740	\$9,030	\$9,270	\$9,270	\$9,930	\$10,600	\$12,310	\$13,020	\$13,730	\$9,084,310
	TOTAL	\$5,900	\$6,680	\$8,780	\$9,720	\$10,720	\$11,210	\$11,630	\$11,990	\$11,990	\$12,980	\$14,300	\$17,700	\$18,790	\$19,910	\$12,977,500
AW1	BASIN	\$1,110	\$1,270	\$1,590	\$1,900	\$2,220	\$2,380	\$2,500	\$2,620	\$2,620	\$2,930	\$3,570	\$5,190	\$5,560	\$5,960	\$1,635,430
	PIPE	\$5,060	\$5,720	\$7,590	\$8,250	\$8,960	\$9,310	\$9,610	\$9,870	\$9,870	\$10,570	\$11,280	\$13,100	\$13,860	\$14,620	\$4,130,170
	TOTAL	\$6,170	\$6,990	\$9,180	\$10,150	\$11,180	\$11,690	\$12,110	\$12,490	\$12,490	\$13,500	\$14,850	\$18,290	\$19,420	\$20,580	\$5,765,600
AW2	BASIN	\$860	\$970	\$1,220	\$1,460	\$1,710	\$1,830	\$1,920	\$2,020	\$2,020	\$2,260	\$2,750	\$3,990	\$4,280	\$4,580	\$1,324,460
	PIPE	\$990	\$1,120	\$1,490	\$1,620	\$1,760	\$1,820	\$1,880	\$1,930	\$1,930	\$2,070	\$2,210	\$2,570	\$2,720	\$2,870	\$851,760
	TOTAL	\$1,850	\$2,090	\$2,710	\$3,080	\$3,470	\$3,650	\$3,800	\$3,950	\$3,950	\$4,330	\$4,960	\$6,560	\$7,000	\$7,450	\$2,176,220
AX	BASIN	\$1,290	\$1,470	\$1,850	\$2,210	\$2,590	\$2,770	\$2,910	\$3,050	\$3,050	\$3,420	\$4,150	\$6,040	\$6,470	\$6,930	\$2,047,230
	PIPE	\$2,220	\$2,510	\$3,330	\$3,620	\$3,930	\$4,080	\$4,220	\$4,330	\$4,330	\$4,640	\$4,950	\$5,750	\$6,080	\$6,410	\$1,947,650
	TOTAL	\$3,510	\$3,980	\$5,180	\$5,830	\$6,520	\$6,850	\$7,130	\$7,380	\$7,380	\$8,060	\$9,100	\$11,790	\$12,550	\$13,340	\$3,994,880
AY	BASIN	\$1,600	\$1,820	\$2,290	\$2,730	\$3,200	\$3,420	\$3,600	\$3,770	\$3,770	\$4,220	\$5,130	\$7,470	\$7,990	\$8,570	\$2,914,960
	PIPE	\$2,000	\$2,260	\$3,000	\$3,260	\$3,540	\$3,680	\$3,800	\$3,900	\$3,900	\$4,180	\$4,460	\$5,180	\$5,480	\$5,780	\$2,020,550
	TOTAL	\$3,600	\$4,080	\$5,290	\$5,990	\$6,740	\$7,100	\$7,400	\$7,670	\$7,670	\$8,400	\$9,590	\$12,650	\$13,470	\$14,350	\$4,935,510
AZ	BASIN	\$500	\$570	\$710	\$850	\$990	\$1,060	\$1,120	\$1,170	\$1,170	\$1,310	\$1,590	\$2,320	\$2,480	\$2,660	\$1,325,440
	PIPE	\$1,800	\$2,030	\$2,700	\$2,930	\$3,190	\$3,310	\$3,420	\$3,510	\$3,510	\$3,760	\$4,020	\$4,660	\$4,930	\$5,200	\$2,797,470
	TOTAL	\$2,300	\$2,600	\$3,410	\$3,780	\$4,180	\$4,370	\$4,540	\$4,680	\$4,680	\$5,070	\$5,610	\$6,980	\$7,410	\$7,860	\$4,122,910
BC	BASIN	\$1,610	\$1,830	\$2,300	\$2,750	\$3,220	\$3,440	\$3,620	\$3,800	\$3,800	\$4,250	\$5,170	\$7,520	\$8,050	\$8,630	\$4,386,809
	PIPE	\$2,620	\$2,960	\$3,930	\$4,270	\$4,630	\$4,820	\$4,970	\$5,100	\$5,100	\$5,470	\$5,840	\$6,780	\$7,170	\$7,570	\$5,620,988
	TOTAL	\$4,230	\$4,790	\$6,230	\$7,020	\$7,850	\$8,260	\$8,590	\$8,900	\$8,900	\$9,720	\$11,010	\$14,300	\$15,220	\$16,200	\$10,007,797

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-1, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
BD	BASIN	\$1,240	\$1,410	\$1,770	\$2,120	\$2,480	\$2,650	\$2,790	\$2,920	\$2,920	\$3,270	\$3,970	\$5,780	\$6,190	\$6,630	\$2,053,800
	PIPE	\$2,250	\$2,550	\$3,380	\$3,670	\$3,990	\$4,150	\$4,280	\$4,390	\$4,390	\$4,710	\$5,020	\$5,940	\$6,170	\$6,510	\$2,505,510
	TOTAL	\$3,490	\$3,960	\$5,150	\$5,790	\$6,470	\$6,800	\$7,070	\$7,310	\$7,310	\$7,980	\$8,990	\$11,620	\$12,360	\$13,140	\$4,559,310
BE	BASIN	\$1,300	\$1,490	\$1,870	\$2,230	\$2,610	\$2,790	\$2,940	\$3,080	\$3,080	\$3,440	\$4,190	\$6,090	\$6,520	\$6,990	\$1,195,560
	PIPE	\$1,680	\$1,890	\$2,510	\$2,730	\$2,970	\$3,080	\$3,180	\$3,270	\$3,270	\$3,500	\$3,740	\$4,340	\$4,590	\$4,840	\$1,315,270
	TOTAL	\$2,980	\$3,380	\$4,380	\$4,960	\$5,580	\$5,870	\$6,120	\$6,350	\$6,350	\$6,940	\$7,930	\$10,430	\$11,110	\$11,830	\$2,510,830
BF	BASIN	\$1,780	\$2,030	\$2,550	\$3,050	\$3,560	\$3,810	\$4,010	\$4,200	\$4,200	\$4,700	\$5,720	\$8,320	\$8,910	\$9,550	\$1,535,550
	PIPE	\$1,160	\$1,310	\$1,740	\$1,890	\$2,050	\$2,130	\$2,200	\$2,260	\$2,260	\$2,420	\$2,580	\$3,000	\$3,170	\$3,340	\$811,360
	TOTAL	\$2,940	\$3,340	\$4,290	\$4,940	\$5,610	\$5,940	\$6,210	\$6,460	\$6,460	\$7,120	\$8,300	\$11,320	\$12,080	\$12,890	\$2,346,910
BG	BASIN	\$1,550	\$1,760	\$2,210	\$2,640	\$3,090	\$3,310	\$3,480	\$3,650	\$3,650	\$4,080	\$4,960	\$7,220	\$7,730	\$8,280	\$3,561,230
	PIPE	\$2,590	\$2,920	\$3,680	\$4,220	\$4,580	\$4,760	\$4,920	\$5,050	\$5,050	\$5,410	\$5,770	\$6,700	\$7,090	\$7,480	\$4,025,800
	TOTAL	\$4,140	\$4,680	\$6,090	\$6,860	\$7,670	\$8,070	\$8,400	\$8,700	\$8,700	\$9,490	\$10,730	\$13,920	\$14,820	\$15,760	\$7,587,030
BH	BASIN	\$890	\$1,020	\$1,280	\$1,530	\$1,790	\$1,910	\$2,010	\$2,110	\$2,110	\$2,360	\$2,870	\$4,170	\$4,470	\$4,790	\$1,787,440
	PIPE	\$3,200	\$3,620	\$4,800	\$5,220	\$5,670	\$5,890	\$6,090	\$6,250	\$6,250	\$6,690	\$7,140	\$8,300	\$8,780	\$9,260	\$5,629,640
	TOTAL	\$4,090	\$4,640	\$6,080	\$6,750	\$7,460	\$7,800	\$8,100	\$8,360	\$8,360	\$9,050	\$10,010	\$12,470	\$13,250	\$14,050	\$7,417,080
BJ	BASIN	\$800	\$920	\$1,150	\$1,370	\$1,610	\$1,720	\$1,810	\$1,900	\$1,900	\$2,120	\$2,580	\$3,750	\$4,020	\$4,310	\$999,620
	PIPE	\$2,430	\$2,740	\$3,640	\$3,960	\$4,300	\$4,470	\$4,610	\$4,730	\$4,730	\$5,070	\$5,410	\$6,290	\$6,650	\$7,020	\$1,670,500
	TOTAL	\$3,230	\$3,660	\$4,790	\$5,330	\$5,910	\$6,190	\$6,420	\$6,630	\$6,630	\$7,190	\$7,990	\$10,040	\$10,670	\$11,330	\$2,670,120
BK	BASIN	\$1,950	\$2,220	\$2,780	\$3,330	\$3,890	\$4,160	\$4,380	\$4,590	\$4,590	\$5,140	\$6,250	\$9,090	\$9,730	\$10,430	\$1,983,540
	PIPE	\$2,100	\$2,370	\$3,150	\$3,420	\$3,710	\$3,860	\$3,980	\$4,090	\$4,090	\$4,380	\$4,680	\$5,430	\$5,750	\$6,060	\$1,361,170
	TOTAL	\$4,050	\$4,590	\$5,930	\$6,750	\$7,600	\$8,020	\$8,360	\$8,680	\$8,680	\$9,520	\$10,930	\$14,520	\$15,480	\$16,490	\$3,344,710
BL	BASIN	\$1,400	\$1,600	\$2,010	\$2,400	\$2,810	\$3,000	\$3,160	\$3,310	\$3,310	\$3,700	\$4,500	\$6,550	\$7,020	\$7,520	\$3,940,310
	PIPE	\$3,540	\$4,000	\$5,310	\$5,770	\$6,260	\$6,510	\$6,720	\$6,900	\$6,900	\$7,390	\$7,890	\$9,160	\$9,690	\$10,220	\$6,349,180
	TOTAL	\$4,940	\$5,600	\$7,320	\$8,170	\$9,070	\$9,510	\$9,880	\$10,210	\$10,210	\$11,090	\$12,390	\$15,710	\$16,710	\$17,740	\$10,289,490
BM	BASIN	\$690	\$790	\$990	\$1,180	\$1,380	\$1,480	\$1,550	\$1,630	\$1,630	\$1,820	\$2,210	\$3,220	\$3,450	\$3,700	\$2,815,650
	PIPE	\$3,420	\$3,860	\$5,130	\$5,570	\$6,050	\$6,290	\$6,490	\$6,660	\$6,660	\$7,140	\$7,620	\$8,850	\$9,360	\$9,880	\$10,293,560
	TOTAL	\$4,110	\$4,650	\$6,120	\$6,750	\$7,430	\$7,770	\$8,040	\$8,290	\$8,290	\$8,960	\$9,830	\$12,070	\$12,810	\$13,580	\$13,109,210
BO	BASIN	\$1,090	\$1,250	\$1,560	\$1,870	\$2,190	\$2,340	\$2,460	\$2,580	\$2,580	\$2,890	\$3,510	\$5,110	\$5,470	\$5,870	\$1,016,954
	PIPE	\$2,220	\$2,510	\$3,330	\$3,620	\$3,930	\$4,090	\$4,220	\$4,330	\$4,330	\$4,640	\$4,950	\$5,750	\$6,090	\$6,420	\$1,588,183
	TOTAL	\$3,310	\$3,760	\$4,890	\$5,490	\$6,120	\$6,430	\$6,680	\$6,910	\$6,910	\$7,530	\$8,460	\$10,860	\$11,560	\$12,290	\$2,605,137
BP	BASIN	\$2,970	\$3,380	\$4,240	\$5,070	\$5,930	\$6,350	\$6,670	\$7,000	\$7,000	\$7,830	\$9,520	\$13,850	\$14,830	\$15,900	\$1,947,150
	PIPE	\$2,980	\$3,360	\$4,460	\$4,850	\$5,270	\$5,470	\$5,650	\$5,800	\$5,800	\$6,220	\$6,630	\$7,710	\$8,150	\$8,600	\$1,083,020
	TOTAL	\$5,950	\$6,740	\$8,700	\$9,920	\$11,200	\$11,820	\$12,320	\$12,800	\$12,800	\$14,050	\$16,150	\$21,560	\$22,980	\$24,500	\$3,030,170
BQ	BASIN	\$1,230	\$1,400	\$1,750	\$2,100	\$2,450	\$2,620	\$2,760	\$2,890	\$2,890	\$3,240	\$3,930	\$5,720	\$6,130	\$6,570	\$2,400,450
	PIPE	\$3,010	\$3,400	\$4,520	\$4,910	\$5,330	\$5,540	\$5,720	\$5,870	\$5,870	\$6,300	\$6,720	\$7,800	\$8,250	\$8,700	\$3,769,410
	TOTAL	\$4,240	\$4,800	\$6,270	\$7,010	\$7,780	\$8,160	\$8,480	\$8,760	\$8,760	\$9,540	\$10,650	\$13,520	\$14,380	\$15,270	\$6,169,860
BR	BASIN	\$1,930	\$2,200	\$2,760	\$3,300	\$3,870	\$4,140	\$4,350	\$4,560	\$4,560	\$5,100	\$6,200	\$9,020	\$9,660	\$10,360	\$2,463,970
	PIPE	\$2,640	\$2,980	\$3,960	\$4,300	\$4,670	\$4,860	\$5,020	\$5,150	\$5,150	\$5,520	\$5,890	\$6,840	\$7,230	\$7,630	\$1,866,450
	TOTAL	\$4,570	\$5,180	\$6,720	\$7,600	\$8,540	\$9,000	\$9,370	\$9,710	\$9,710	\$10,620	\$12,090	\$15,860	\$16,890	\$17,990	\$4,330,420

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-1, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
BS	BASIN	\$1,340	\$1,520	\$1,910	\$2,290	\$2,670	\$2,860	\$3,010	\$3,190	\$3,190	\$3,530	\$4,290	\$6,240	\$6,680	\$7,160	\$4,028,600
	PIPE	\$4,190	\$4,740	\$6,290	\$6,840	\$7,420	\$7,720	\$7,970	\$8,180	\$8,180	\$8,770	\$9,350	\$10,860	\$11,490	\$12,120	\$9,322,520
	TOTAL	\$5,530	\$6,260	\$8,200	\$9,130	\$10,090	\$10,580	\$10,980	\$11,330	\$11,330	\$12,300	\$13,640	\$17,100	\$18,170	\$19,280	\$13,351,120
BT	BASIN	\$2,060	\$2,350	\$2,940	\$3,520	\$4,120	\$4,410	\$4,630	\$4,860	\$4,860	\$5,440	\$6,610	\$9,620	\$10,300	\$11,040	\$4,327,200
	PIPE	\$3,640	\$4,110	\$5,460	\$5,930	\$6,440	\$6,690	\$6,910	\$7,090	\$7,090	\$7,600	\$8,110	\$9,420	\$9,970	\$10,510	\$6,745,800
	TOTAL	\$5,700	\$6,460	\$8,400	\$9,450	\$10,560	\$11,100	\$11,540	\$11,950	\$11,950	\$13,040	\$14,720	\$19,040	\$20,270	\$21,550	\$11,073,000
BU	BASIN	\$450	\$520	\$650	\$770	\$910	\$970	\$1,020	\$1,070	\$1,070	\$1,190	\$1,450	\$2,110	\$2,260	\$2,430	\$2,033,280
	PIPE	\$1,460	\$1,650	\$2,190	\$2,380	\$2,590	\$2,690	\$2,760	\$2,850	\$2,850	\$3,050	\$3,260	\$3,790	\$4,000	\$4,220	\$3,849,510
	TOTAL	\$1,910	\$2,170	\$2,840	\$3,150	\$3,500	\$3,660	\$3,800	\$3,920	\$3,920	\$4,240	\$4,710	\$5,900	\$6,260	\$6,650	\$5,882,790
BV	BASIN	\$750	\$850	\$1,070	\$1,280	\$1,490	\$1,600	\$1,680	\$1,760	\$1,760	\$1,970	\$2,400	\$3,490	\$3,730	\$4,000	\$999,921
	PIPE	\$2,440	\$2,760	\$3,670	\$3,980	\$4,330	\$4,500	\$4,640	\$4,760	\$4,760	\$5,110	\$5,450	\$6,330	\$6,700	\$7,060	\$2,867,417
	TOTAL	\$3,190	\$3,610	\$4,740	\$5,260	\$5,820	\$6,100	\$6,320	\$6,520	\$6,520	\$7,080	\$7,850	\$9,820	\$10,430	\$11,060	\$3,867,338
BW	BASIN	\$970	\$1,110	\$1,390	\$1,660	\$1,940	\$2,080	\$2,190	\$2,300	\$2,300	\$2,570	\$3,120	\$4,540	\$4,860	\$5,210	\$1,211,930
	PIPE	\$1,090	\$1,240	\$1,640	\$1,780	\$1,940	\$2,010	\$2,080	\$2,130	\$2,130	\$2,290	\$2,440	\$2,830	\$3,000	\$3,160	\$1,082,900
	TOTAL	\$2,060	\$2,350	\$3,030	\$3,440	\$3,880	\$4,090	\$4,270	\$4,430	\$4,430	\$4,860	\$5,560	\$7,370	\$7,860	\$8,370	\$2,294,830
BX	BASIN	\$2,130	\$2,130	\$2,670	\$3,200	\$3,740	\$4,000	\$4,210	\$4,410	\$4,410	\$4,930	\$6,000	\$8,730	\$9,350	\$10,020	\$7,690,715
	PIPE	\$2,660	\$2,660	\$3,530	\$3,840	\$4,160	\$4,330	\$4,470	\$4,590	\$4,590	\$4,920	\$5,250	\$6,090	\$6,450	\$6,800	\$8,068,477
	TOTAL	\$4,790	\$4,790	\$6,200	\$7,040	\$7,900	\$8,330	\$8,680	\$9,000	\$9,000	\$9,850	\$11,250	\$14,820	\$15,800	\$16,820	\$15,759,192
*Note: A surcharge fee is in effect in addition to the rates per Board Resolution No. 2008-590 adopted December 17, 2008 & Board Resolution No. 2017-884 adopted December 12, 2017																
BY1	BASIN	\$990	\$1,130	\$1,420	\$1,690	\$1,980	\$2,120	\$2,230	\$2,340	\$2,340	\$2,620	\$3,180	\$4,630	\$4,960	\$5,310	\$2,725,800
	PIPE	\$630	\$710	\$940	\$1,020	\$1,110	\$1,150	\$1,190	\$1,220	\$1,220	\$1,310	\$1,400	\$1,620	\$1,720	\$1,810	\$1,697,060
	TOTAL	\$1,620	\$1,840	\$2,360	\$2,710	\$3,090	\$3,270	\$3,420	\$3,560	\$3,560	\$3,930	\$4,580	\$6,250	\$6,680	\$7,120	\$4,422,860
BY2	BASIN	\$1,540	\$1,870	\$2,340	\$2,800	\$3,280	\$3,510	\$3,690	\$3,870	\$3,870	\$4,330	\$5,260	\$7,660	\$8,200	\$8,790	\$3,880,580
	PIPE	\$4,530	\$5,120	\$6,800	\$7,390	\$8,020	\$8,340	\$8,610	\$8,840	\$8,840	\$9,470	\$10,110	\$11,740	\$12,420	\$13,100	\$8,955,900
	TOTAL	\$6,170	\$6,990	\$9,140	\$10,190	\$11,300	\$11,850	\$12,300	\$12,710	\$12,710	\$13,800	\$15,370	\$19,400	\$20,620	\$21,890	\$12,836,480
BZ	BASIN	\$2,660	\$3,030	\$3,800	\$4,550	\$5,320	\$5,690	\$5,980	\$6,280	\$6,280	\$7,020	\$8,540	\$12,420	\$13,300	\$14,250	\$3,377,720
	PIPE	\$1,900	\$2,140	\$2,840	\$3,090	\$3,350	\$3,490	\$3,600	\$3,700	\$3,700	\$3,960	\$4,230	\$4,910	\$5,190	\$5,480	\$2,044,840
	TOTAL	\$4,560	\$5,170	\$6,640	\$7,640	\$8,670	\$9,180	\$9,580	\$9,980	\$9,980	\$10,980	\$12,770	\$17,330	\$18,490	\$19,730	\$5,422,560
CD	BASIN	\$1,860	\$2,120	\$2,660	\$3,180	\$3,710	\$3,970	\$4,180	\$4,380	\$4,380	\$4,900	\$5,960	\$8,670	\$9,290	\$9,950	\$2,902,450
	PIPE	\$3,460	\$3,910	\$5,180	\$5,630	\$6,120	\$6,360	\$6,570	\$6,740	\$6,740	\$7,220	\$7,710	\$8,950	\$9,470	\$9,990	\$4,166,290
	TOTAL	\$5,320	\$6,030	\$7,840	\$8,810	\$9,830	\$10,330	\$10,750	\$11,120	\$11,120	\$12,120	\$13,670	\$17,620	\$18,760	\$19,940	\$7,068,740
CE	BASIN	\$950	\$1,090	\$1,370	\$1,640	\$1,920	\$2,050	\$2,160	\$2,270	\$2,270	\$2,530	\$3,080	\$4,480	\$4,800	\$5,140	\$2,837,320
	PIPE	\$3,780	\$4,270	\$5,660	\$6,150	\$6,680	\$6,950	\$7,170	\$7,360	\$7,360	\$7,890	\$8,420	\$9,780	\$10,350	\$10,910	\$6,190,690
	TOTAL	\$4,740	\$5,360	\$7,030	\$7,790	\$8,600	\$9,000	\$9,330	\$9,630	\$9,630	\$10,420	\$11,500	\$14,260	\$15,150	\$16,050	\$9,028,010
CF	BASIN	\$770	\$870	\$1,090	\$1,310	\$1,530	\$1,640	\$1,720	\$1,810	\$1,810	\$2,020	\$2,460	\$3,580	\$3,830	\$4,100	\$2,358,200
	PIPE	\$3,940	\$4,450	\$5,910	\$6,420	\$6,970	\$7,250	\$7,480	\$7,680	\$7,680	\$8,230	\$8,780	\$10,200	\$10,790	\$11,380	\$6,725,840
	TOTAL	\$4,710	\$5,320	\$7,000	\$7,730	\$8,500	\$8,890	\$9,200	\$9,490	\$9,490	\$10,250	\$11,240	\$13,780	\$14,620	\$15,480	\$9,084,040
CG	BASIN	\$2,210	\$2,520	\$3,160	\$3,780	\$4,420	\$4,730	\$4,970	\$5,210	\$5,210	\$5,830	\$7,090	\$10,320	\$11,050	\$11,840	\$4,170,650
	PIPE	\$3,730	\$4,210	\$5,590	\$6,080	\$6,600	\$6,860	\$7,090	\$7,270	\$7,270	\$7,790	\$8,320	\$10,220	\$10,720	\$11,280	\$6,883,840
	TOTAL	\$5,940	\$6,730	\$8,750	\$9,860	\$11,020	\$11,590	\$12,060	\$12,480	\$12,480	\$13,620	\$15,410	\$19,980	\$21,270	\$22,620	\$11,054,490

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-S, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
CH	BASIN	\$1,890	\$1,810	\$2,270	\$2,720	\$3,180	\$3,400	\$3,580	\$3,750	\$3,750	\$4,200	\$5,110	\$7,430	\$7,950	\$8,520	\$3,084,520
	PIPE	\$4,630	\$4,340	\$6,950	\$7,550	\$8,200	\$8,930	\$9,800	\$9,030	\$9,030	\$9,680	\$10,330	\$12,000	\$12,690	\$13,390	\$3,343,020
	TOTAL	\$6,220	\$7,050	\$9,220	\$10,270	\$11,380	\$11,930	\$12,380	\$12,780	\$12,780	\$13,880	\$15,440	\$19,430	\$20,640	\$21,910	\$10,629,540
CI	BASIN	\$1,790	\$2,040	\$2,560	\$3,060	\$3,580	\$3,830	\$4,030	\$4,220	\$4,220	\$4,720	\$5,740	\$8,360	\$8,950	\$9,590	\$1,754,120
	PIPE	\$2,890	\$3,270	\$4,340	\$4,710	\$5,120	\$5,320	\$5,490	\$5,640	\$5,640	\$6,040	\$6,430	\$7,490	\$7,920	\$8,360	\$2,365,330
	TOTAL	\$4,680	\$5,310	\$6,900	\$7,770	\$8,700	\$9,150	\$9,520	\$9,860	\$9,860	\$10,760	\$12,190	\$15,850	\$16,870	\$17,950	\$4,119,450
CJ	BASIN	\$1,970	\$2,250	\$2,820	\$3,370	\$3,940	\$4,220	\$4,430	\$4,650	\$4,650	\$5,200	\$6,320	\$9,200	\$9,850	\$10,560	\$3,749,440
	PIPE	\$3,750	\$4,240	\$5,630	\$6,120	\$6,640	\$6,900	\$7,130	\$7,320	\$7,320	\$7,840	\$8,370	\$9,720	\$10,280	\$10,840	\$6,058,140
	TOTAL	\$5,720	\$6,490	\$8,450	\$9,490	\$10,580	\$11,120	\$11,560	\$11,970	\$11,970	\$13,040	\$14,690	\$18,920	\$20,130	\$21,400	\$9,807,580
CK	BASIN	\$1,840	\$2,090	\$2,630	\$3,140	\$3,670	\$3,930	\$4,130	\$4,330	\$4,330	\$4,850	\$5,890	\$8,570	\$9,180	\$9,840	\$2,852,920
	PIPE	\$3,820	\$4,320	\$5,730	\$6,230	\$6,760	\$7,030	\$7,260	\$7,450	\$7,450	\$7,980	\$8,520	\$9,890	\$10,470	\$11,040	\$5,026,520
	TOTAL	\$5,660	\$6,410	\$8,360	\$9,370	\$10,430	\$10,960	\$11,390	\$11,780	\$11,780	\$12,830	\$14,410	\$18,460	\$19,650	\$20,880	\$7,879,440
CL	BASIN	\$770	\$880	\$1,100	\$1,310	\$1,540	\$1,640	\$1,730	\$1,810	\$1,810	\$2,030	\$2,470	\$3,590	\$3,840	\$4,120	\$2,007,780
	PIPE	\$1,130	\$1,280	\$1,690	\$1,840	\$2,000	\$2,080	\$2,150	\$2,200	\$2,200	\$2,360	\$2,520	\$2,920	\$3,090	\$3,260	\$2,144,570
	TOTAL	\$1,900	\$2,160	\$2,790	\$3,150	\$3,540	\$3,720	\$3,880	\$4,010	\$4,010	\$4,390	\$4,990	\$6,510	\$6,930	\$7,380	\$4,152,350
CM	BASIN	\$330	\$370	\$470	\$560	\$650	\$700	\$730	\$770	\$770	\$860	\$1,050	\$1,520	\$1,630	\$1,750	\$853,400
	PIPE	\$730	\$820	\$1,090	\$1,180	\$1,280	\$1,330	\$1,380	\$1,410	\$1,410	\$1,520	\$1,620	\$1,880	\$1,990	\$2,100	\$1,242,530
	TOTAL	\$1,060	\$1,190	\$1,560	\$1,740	\$1,930	\$2,030	\$2,110	\$2,180	\$2,180	\$2,380	\$2,670	\$3,400	\$3,620	\$3,850	\$2,095,930
*Note: A surcharge fee is in effect in addition to the rates per Board Resolution No. 1228 adopted October 10, 1983.																
CN	BASIN	\$190	\$220	\$280	\$330	\$390	\$410	\$430	\$460	\$460	\$510	\$620	\$900	\$960	\$1,030	\$636,150
	PIPE	\$880	\$990	\$1,320	\$1,430	\$1,550	\$1,620	\$1,670	\$1,710	\$1,710	\$1,840	\$1,960	\$2,270	\$2,410	\$2,540	\$1,808,510
	TOTAL	\$1,070	\$1,210	\$1,600	\$1,760	\$1,940	\$2,030	\$2,100	\$2,170	\$2,170	\$2,350	\$2,580	\$3,170	\$3,370	\$3,570	\$2,444,660
*Note: A surcharge fee is in effect in addition to the rates per Board Resolution No. 1159 adopted September 14, 1981.																
CO1	BASIN	\$530	\$600	\$750	\$900	\$1,050	\$1,130	\$1,180	\$1,240	\$1,240	\$1,390	\$1,690	\$2,460	\$2,630	\$2,820	\$446,571
	PIPE	\$1,640	\$1,850	\$2,460	\$2,670	\$2,900	\$3,020	\$3,120	\$3,200	\$3,200	\$3,430	\$3,660	\$4,250	\$4,490	\$4,740	\$1,191,940
	TOTAL	\$2,170	\$2,450	\$3,210	\$3,570	\$3,950	\$4,150	\$4,300	\$4,440	\$4,440	\$4,820	\$5,350	\$6,710	\$7,120	\$7,560	\$1,638,511
CP	BASIN	\$2,850	\$3,260	\$4,090	\$4,890	\$5,720	\$6,120	\$6,440	\$6,750	\$6,750	\$7,550	\$9,180	\$13,360	\$14,310	\$15,340	\$2,220,950
	PIPE	\$4,340	\$4,900	\$6,510	\$7,070	\$7,680	\$7,980	\$8,240	\$8,460	\$8,460	\$9,070	\$9,670	\$11,240	\$11,890	\$12,540	\$2,675,490
	TOTAL	\$7,200	\$8,160	\$10,600	\$11,960	\$13,400	\$14,100	\$14,680	\$15,210	\$15,210	\$16,620	\$18,850	\$24,600	\$26,200	\$27,880	\$4,896,440
CQ	BASIN	\$2,440	\$2,780	\$3,490	\$4,170	\$4,880	\$5,220	\$5,490	\$5,760	\$5,760	\$6,440	\$7,830	\$11,400	\$12,200	\$13,080	\$2,593,170
	PIPE	\$3,470	\$3,930	\$5,210	\$5,660	\$6,150	\$6,390	\$6,600	\$6,770	\$6,770	\$7,260	\$7,750	\$9,000	\$9,520	\$10,040	\$2,767,540
	TOTAL	\$5,910	\$6,710	\$8,700	\$9,830	\$11,030	\$11,610	\$12,090	\$12,530	\$12,530	\$13,700	\$15,580	\$20,400	\$21,720	\$23,120	\$5,360,710
CS	BASIN	\$570	\$640	\$810	\$970	\$1,130	\$1,210	\$1,270	\$1,330	\$1,330	\$1,490	\$1,810	\$2,640	\$2,830	\$3,030	\$2,211,050
	PIPE	\$2,920	\$3,300	\$4,380	\$4,760	\$5,170	\$5,370	\$5,550	\$5,690	\$5,690	\$6,100	\$6,510	\$7,560	\$8,000	\$8,430	\$6,334,060
	TOTAL	\$3,490	\$3,940	\$5,190	\$5,730	\$6,300	\$6,580	\$6,820	\$7,020	\$7,020	\$7,590	\$8,320	\$10,200	\$10,830	\$11,460	\$8,545,110
CU	BASIN	\$1,430	\$1,630	\$2,040	\$2,440	\$2,860	\$3,060	\$3,210	\$3,370	\$3,370	\$3,770	\$4,580	\$6,670	\$7,140	\$7,650	\$2,102,470
	PIPE	\$2,480	\$2,800	\$3,710	\$4,040	\$4,380	\$4,550	\$4,700	\$4,830	\$4,830	\$5,170	\$5,520	\$6,410	\$6,780	\$7,150	\$2,021,380
	TOTAL	\$3,910	\$4,430	\$5,750	\$6,480	\$7,240	\$7,610	\$7,910	\$8,200	\$8,200	\$8,940	\$10,100	\$13,080	\$13,920	\$14,800	\$4,123,850
CV	BASIN	\$1,170	\$1,330	\$1,670	\$2,000	\$2,340	\$2,500	\$2,630	\$2,760	\$2,760	\$3,090	\$3,760	\$5,460	\$5,850	\$6,270	\$1,823,790
	PIPE	\$920	\$1,040	\$1,380	\$1,500	\$1,630	\$1,700	\$1,750	\$1,800	\$1,800	\$1,930	\$2,060	\$2,390	\$2,530	\$2,670	\$797,770
	TOTAL	\$2,090	\$2,370	\$3,050	\$3,500	\$3,970	\$4,200	\$4,380	\$4,560	\$4,560	\$5,020	\$5,820	\$7,850	\$8,380	\$8,940	\$2,621,560

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area	AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, R-E	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
CW	BASIN	\$580	\$660	\$830	\$990	\$1,160	\$1,240	\$1,300	\$1,360	\$1,360	\$1,530	\$1,660	\$2,700	\$2,890	\$3,100
	PIPE	\$600	\$670	\$890	\$970	\$1,060	\$1,100	\$1,130	\$1,160	\$1,160	\$1,250	\$1,330	\$1,540	\$1,630	\$1,720
	TOTAL	\$1,180	\$1,330	\$1,720	\$1,960	\$2,220	\$2,340	\$2,430	\$2,520	\$2,520	\$2,780	\$3,190	\$4,240	\$4,520	\$4,820
CK	BASIN	\$750	\$850	\$1,070	\$1,280	\$1,500	\$1,600	\$1,690	\$1,770	\$1,770	\$1,980	\$2,400	\$3,500	\$3,750	\$4,020
	PIPE	\$1,190	\$1,350	\$1,790	\$1,940	\$2,110	\$2,190	\$2,260	\$2,320	\$2,320	\$2,490	\$2,660	\$3,090	\$3,270	\$3,440
	TOTAL	\$1,940	\$2,200	\$2,860	\$3,220	\$3,610	\$3,790	\$3,950	\$4,090	\$4,090	\$4,470	\$5,060	\$6,590	\$7,020	\$7,460
CY	BASIN	\$670	\$770	\$960	\$1,150	\$1,350	\$1,440	\$1,510	\$1,590	\$1,590	\$1,780	\$2,160	\$3,140	\$3,370	\$3,610
	PIPE	\$1,000	\$1,130	\$1,500	\$1,630	\$1,770	\$1,840	\$1,900	\$1,950	\$1,950	\$2,090	\$2,230	\$2,590	\$2,740	\$2,890
	TOTAL	\$1,670	\$1,900	\$2,460	\$2,780	\$3,120	\$3,280	\$3,410	\$3,540	\$3,540	\$3,870	\$4,390	\$5,730	\$6,110	\$6,500
CZ	BASIN	\$520	\$590	\$740	\$880	\$1,030	\$1,110	\$1,160	\$1,220	\$1,220	\$1,370	\$1,660	\$2,420	\$2,590	\$2,770
	PIPE	\$1,150	\$1,300	\$1,720	\$1,870	\$2,030	\$2,110	\$2,180	\$2,240	\$2,240	\$2,400	\$2,560	\$3,140	\$3,310	\$3,480
	TOTAL	\$1,670	\$1,890	\$2,460	\$2,750	\$3,060	\$3,220	\$3,340	\$3,460	\$3,460	\$3,770	\$4,220	\$5,390	\$5,730	\$6,250
DE	BASIN	\$1,310	\$1,500	\$1,880	\$2,250	\$2,630	\$2,810	-	-	\$3,100	\$3,470	\$4,220	\$6,140	\$6,570	\$7,040
	PIPE	\$2,220	\$2,510	\$3,330	\$3,620	\$3,930	\$4,090	-	-	\$4,330	\$4,640	\$4,950	\$5,750	\$6,080	\$6,420
	TOTAL	\$3,530	\$4,010	\$5,210	\$5,870	\$6,560	\$6,900	-	-	\$7,430	\$8,110	\$9,170	\$11,890	\$12,650	\$13,460
*Note: A surcharge fee is in effect in addition to the rates per Board Resolution No. 2006-486 adopted January 25, 2006.															
DF	BASIN	\$570	\$650	\$820	\$970	\$1,140	\$1,220	\$1,280	\$1,350	\$1,350	\$1,510	\$1,830	\$2,660	\$2,850	\$3,060
	PIPE	\$1,070	\$1,210	\$1,610	\$1,750	\$1,900	\$1,970	\$2,040	\$2,090	\$2,090	\$2,240	\$2,390	\$2,780	\$2,940	\$3,100
	TOTAL	\$1,640	\$1,860	\$2,430	\$2,720	\$3,040	\$3,190	\$3,320	\$3,440	\$3,440	\$3,750	\$4,220	\$5,440	\$5,790	\$6,160
DG	BASIN	\$720	\$830	\$1,040	\$1,240	\$1,450	\$1,550	\$1,630	\$1,710	\$1,710	\$1,910	\$2,320	\$3,380	\$3,620	\$3,880
	PIPE	\$1,260	\$1,430	\$1,900	\$2,060	\$2,240	\$2,320	\$2,400	\$2,460	\$2,460	\$2,640	\$2,820	\$3,270	\$3,460	\$3,650
	TOTAL	\$1,980	\$2,260	\$2,940	\$3,300	\$3,690	\$3,870	\$4,030	\$4,170	\$4,170	\$4,550	\$5,140	\$6,650	\$7,080	\$7,530
DH	BASIN	\$860	\$980	\$1,230	\$1,470	\$1,720	\$1,840	\$1,930	\$2,030	\$2,030	\$2,270	\$2,760	\$4,010	\$4,290	\$4,600
	PIPE	\$960	\$1,080	\$1,440	\$1,560	\$1,690	\$1,760	\$1,820	\$1,870	\$1,870	\$2,000	\$2,130	\$2,480	\$2,620	\$2,770
	TOTAL	\$1,820	\$2,060	\$2,670	\$3,030	\$3,410	\$3,600	\$3,750	\$3,900	\$3,900	\$4,270	\$4,890	\$6,490	\$6,910	\$7,370
DI	BASIN	\$460	\$520	\$650	\$780	\$920	\$980	\$1,030	\$1,080	\$1,080	\$1,210	\$1,470	\$2,140	\$2,290	\$2,450
	PIPE	\$750	\$850	\$1,120	\$1,220	\$1,330	\$1,380	\$1,420	\$1,460	\$1,460	\$1,570	\$1,670	\$1,940	\$2,050	\$2,170
	TOTAL	\$1,210	\$1,370	\$1,770	\$2,000	\$2,250	\$2,360	\$2,450	\$2,540	\$2,540	\$2,780	\$3,140	\$4,080	\$4,340	\$4,620
DK	BASIN	\$200	\$230	\$280	\$340	\$400	\$420	\$450	\$470	\$470	\$520	\$640	\$930	\$990	\$1,060
	PIPE	\$1,440	\$1,630	\$2,160	\$2,350	\$2,550	\$2,650	\$2,730	\$2,810	\$2,810	\$3,010	\$3,210	\$3,730	\$3,940	\$4,160
	TOTAL	\$1,640	\$1,860	\$2,440	\$2,690	\$2,950	\$3,070	\$3,180	\$3,280	\$3,280	\$3,530	\$3,850	\$4,660	\$4,930	\$5,220
DL	BASIN	\$2,220	\$2,530	\$3,170	\$3,800	\$4,440	\$4,750	\$5,000	\$5,240	\$5,240	\$5,860	\$7,130	\$10,370	\$11,100	\$11,900
	PIPE	\$3,010	\$3,410	\$4,520	\$4,910	\$5,330	\$5,550	\$5,730	\$5,880	\$5,880	\$6,300	\$6,720	\$7,810	\$8,260	\$8,710
	TOTAL	\$5,230	\$5,940	\$7,690	\$8,710	\$9,770	\$10,300	\$10,730	\$11,120	\$11,120	\$12,160	\$13,850	\$18,180	\$19,360	\$20,610
DM	BASIN	\$1,680	\$1,920	\$2,400	\$2,870	\$3,360	\$3,590	\$3,780	\$3,960	\$3,960	\$4,430	\$5,390	\$7,840	\$8,400	\$9,000
	PIPE	\$4,260	\$4,810	\$6,390	\$6,950	\$7,540	\$7,840	\$8,100	\$8,310	\$8,310	\$8,910	\$9,500	\$11,670	\$11,670	\$12,310
	TOTAL	\$5,940	\$6,730	\$8,790	\$9,820	\$10,900	\$11,430	\$11,880	\$12,270	\$12,270	\$13,340	\$14,890	\$19,510	\$20,070	\$21,310
DN	BASIN	\$2,250	\$2,560	\$3,210	\$3,840	\$4,490	\$4,810	\$5,060	\$5,300	\$5,300	\$5,930	\$7,210	\$10,490	\$11,230	\$12,040
	PIPE	\$3,620	\$4,090	\$5,430	\$5,900	\$6,400	\$6,660	\$6,870	\$7,060	\$7,060	\$7,560	\$8,070	\$9,370	\$9,910	\$10,460
	TOTAL	\$5,870	\$6,650	\$8,640	\$9,740	\$10,890	\$11,470	\$11,930	\$12,360	\$12,360	\$13,490	\$15,280	\$19,860	\$21,140	\$22,500

*Note: A surcharge fee is in effect in addition to the rates per Board Resolution No. 2017-884 adopted December 12, 2017 & Board Resolution No. 2018-000 adopted December 12, 2018.

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-S, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
DO	BASIN	\$1,680	\$1,920	\$2,410	\$2,680	\$3,370	\$3,600	\$3,790	\$3,980	\$3,980	\$4,450	\$5,410	\$7,870	\$8,420	\$9,030	\$5,141,700
	PIPE	\$2,530	\$2,860	\$3,800	\$4,120	\$4,480	\$4,660	\$4,810	\$4,930	\$4,930	\$5,290	\$5,640	\$6,550	\$6,930	\$7,310	\$5,992,700
	TOTAL	\$4,210	\$4,780	\$6,210	\$7,000	\$7,850	\$8,260	\$8,600	\$8,910	\$8,910	\$9,740	\$11,050	\$14,420	\$15,350	\$16,340	\$11,134,400
*Note: A surcharge fee is in effect in addition to the rates per Board Resolution No. 2018-887 adopted February 14, 2018 & Board Resolution No. 2019-000 adopted December 12, 2018.																
DP	BASIN	\$1,480	\$1,690	\$2,120	\$2,540	\$2,970	\$3,180	\$3,340	\$3,500	\$3,500	\$3,920	\$4,760	\$6,930	\$7,420	\$7,960	\$5,577,100
	PIPE	\$4,500	\$5,080	\$6,750	\$7,330	\$7,960	\$8,280	\$8,550	\$8,770	\$8,770	\$9,400	\$10,030	\$11,650	\$12,330	\$13,000	\$12,610,270
	TOTAL	\$5,980	\$6,770	\$8,870	\$9,870	\$10,930	\$11,460	\$11,890	\$12,270	\$12,270	\$13,320	\$14,790	\$18,580	\$19,750	\$20,960	\$18,187,370
DQ	BASIN	\$5,310	\$6,050	\$7,590	\$9,070	\$10,610	\$11,360	\$11,940	\$12,520	\$12,520	\$14,010	\$17,030	\$24,780	\$26,530	\$28,440	\$4,386,050
	PIPE	\$3,890	\$4,400	\$5,840	\$6,340	\$6,890	\$7,160	\$7,390	\$7,590	\$7,590	\$8,130	\$8,670	\$10,080	\$10,660	\$11,240	\$2,776,580
	TOTAL	\$9,200	\$10,450	\$13,430	\$15,410	\$17,500	\$18,520	\$19,330	\$20,110	\$20,110	\$22,140	\$25,700	\$34,860	\$37,190	\$39,680	\$7,162,630
DS	BASIN	\$1,940	\$2,210	\$2,770	\$3,310	\$3,870	\$4,140	\$4,350	\$4,570	\$4,570	\$5,110	\$6,210	\$9,040	\$9,680	\$10,370	\$8,454,150
	PIPE	\$3,910	\$4,420	\$5,870	\$6,380	\$6,930	\$7,200	\$7,440	\$7,630	\$7,630	\$8,180	\$8,730	\$10,140	\$10,730	\$11,310	\$13,825,680
	TOTAL	\$5,850	\$6,630	\$8,640	\$9,690	\$10,800	\$11,340	\$11,790	\$12,200	\$12,200	\$13,290	\$14,940	\$19,180	\$20,410	\$21,680	\$22,279,830
DV	BASIN	\$600	\$680	\$860	\$1,020	\$1,200	\$1,280	\$1,350	\$1,410	\$1,410	\$1,580	\$1,920	\$2,800	\$3,000	\$3,210	\$1,243,160
	PIPE	\$4,510	\$5,100	\$6,770	\$8,360	\$9,990	\$10,310	\$10,580	\$10,800	\$10,800	\$11,690	\$14,070	\$21,690	\$22,730	\$23,050	\$5,461,480
	TOTAL	\$5,110	\$5,780	\$7,630	\$9,380	\$9,190	\$9,590	\$9,930	\$10,210	\$10,210	\$11,020	\$11,990	\$14,490	\$15,730	\$16,260	\$6,704,640
EF	BASIN	\$1,340	\$1,530	\$1,920	\$2,300	\$2,690	\$2,870	\$3,020	\$3,170	\$3,170	\$3,550	\$4,310	\$6,270	\$6,720	\$7,200	\$2,706,110
	PIPE	\$750	\$850	\$1,130	\$1,230	\$1,330	\$1,390	\$1,430	\$1,470	\$1,470	\$1,580	\$1,680	\$1,950	\$2,070	\$2,180	\$1,195,850
	TOTAL	\$2,090	\$2,380	\$3,050	\$3,530	\$4,020	\$4,260	\$4,450	\$4,640	\$4,640	\$5,130	\$5,990	\$8,220	\$8,790	\$9,380	\$3,901,960
EG	BASIN	\$550	\$630	\$790	\$940	\$1,100	\$1,180	\$1,240	\$1,300	\$1,300	\$1,450	\$1,760	\$2,570	\$2,750	\$2,940	\$1,332,951
	PIPE	\$2,140	\$2,410	\$3,200	\$3,480	\$3,480	\$3,930	\$4,060	\$4,160	\$4,160	\$4,460	\$4,760	\$5,530	\$5,850	\$6,170	\$3,817,089
	TOTAL	\$2,690	\$3,040	\$3,990	\$4,420	\$4,580	\$5,110	\$5,300	\$5,460	\$5,460	\$5,910	\$6,520	\$8,100	\$8,600	\$9,110	\$5,150,040
EH	BASIN	\$1,060	\$1,210	\$1,520	\$1,810	\$2,120	\$2,270	\$2,380	\$2,500	\$2,500	\$2,600	\$3,400	\$4,950	\$5,300	\$5,680	\$3,283,480
	PIPE	\$2,740	\$3,100	\$4,110	\$4,470	\$4,850	\$5,040	\$5,210	\$5,350	\$5,350	\$5,730	\$6,110	\$7,100	\$7,510	\$7,920	\$5,378,100
	TOTAL	\$3,800	\$4,310	\$5,630	\$6,280	\$6,970	\$7,310	\$7,590	\$7,850	\$7,850	\$8,330	\$9,510	\$12,050	\$12,810	\$13,600	\$8,661,580
EI	BASIN	\$2,680	\$3,050	\$3,830	\$4,580	\$5,360	\$5,730	\$6,030	\$6,320	\$6,320	\$7,070	\$8,600	\$12,510	\$13,390	\$14,350	\$2,230,420
	PIPE	\$1,830	\$2,070	\$2,750	\$2,990	\$3,240	\$3,370	\$3,460	\$3,570	\$3,570	\$3,830	\$4,090	\$4,740	\$5,020	\$5,290	\$907,300
	TOTAL	\$4,510	\$5,120	\$6,580	\$7,570	\$8,600	\$9,100	\$9,510	\$9,890	\$9,890	\$10,900	\$12,690	\$17,250	\$18,410	\$19,640	\$3,137,720
EJ	BASIN	\$3,160	\$3,610	\$4,530	\$5,410	\$6,330	\$6,770	\$7,120	\$7,470	\$7,470	\$8,350	\$10,160	\$14,780	\$15,820	\$16,960	\$3,223,510
	PIPE	\$3,340	\$3,780	\$5,020	\$5,450	\$5,920	\$6,150	\$6,350	\$6,520	\$6,520	\$6,990	\$7,460	\$8,660	\$9,160	\$9,660	\$2,941,170
	TOTAL	\$6,500	\$7,390	\$9,550	\$10,860	\$12,250	\$12,920	\$13,470	\$13,990	\$13,990	\$15,340	\$17,620	\$23,440	\$24,980	\$26,620	\$6,164,680
EK	BASIN	\$400	\$450	\$570	\$680	\$800	\$850	\$890	\$940	\$940	\$1,050	\$1,280	\$1,860	\$1,990	\$2,130	\$632,917
	PIPE	\$1,780	\$2,010	\$2,670	\$2,900	\$3,150	\$3,280	\$3,380	\$3,470	\$3,470	\$3,720	\$3,970	\$4,610	\$4,880	\$5,150	\$2,364,726
	TOTAL	\$2,180	\$2,460	\$3,240	\$3,580	\$3,950	\$4,130	\$4,270	\$4,410	\$4,410	\$4,770	\$5,250	\$6,470	\$6,870	\$7,280	\$2,997,643
EL	BASIN	\$1,920	\$2,180	\$2,740	\$3,280	\$3,830	\$4,100	\$4,310	\$4,520	\$4,520	\$5,060	\$6,150	\$8,940	\$9,580	\$10,270	\$924,060
	PIPE	\$1,490	\$1,680	\$2,230	\$2,430	\$2,640	\$2,740	\$2,830	\$2,900	\$2,900	\$3,110	\$3,320	\$3,860	\$4,080	\$4,300	\$398,470
	TOTAL	\$3,410	\$3,860	\$4,970	\$5,710	\$6,470	\$6,840	\$7,140	\$7,420	\$7,420	\$8,170	\$9,470	\$12,800	\$13,660	\$14,570	\$1,322,530
EM	BASIN	\$1,660	\$1,990	\$2,370	\$2,830	\$3,310	\$3,550	\$3,730	\$3,910	\$3,910	\$4,380	\$5,320	\$7,740	\$8,290	\$8,880	\$2,163,370
	PIPE	\$2,760	\$3,110	\$4,130	\$4,490	\$4,880	\$5,070	\$5,240	\$5,370	\$5,370	\$5,760	\$6,140	\$7,140	\$7,550	\$7,960	\$2,764,100
	TOTAL	\$4,420	\$5,000	\$6,500	\$7,320	\$8,190	\$8,620	\$8,970	\$9,280	\$9,280	\$10,140	\$11,460	\$14,880	\$15,840	\$16,840	\$4,927,470

DRAINAGE FEE SCHEDULE FOR ZONE 1: PLANNED LOCAL DRAINAGE AREAS

Area		AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
EN	BASIN	\$1,430	\$1,630	\$2,040	\$2,440	\$2,850	\$3,060	\$3,210	\$3,370	\$3,370	\$3,770	\$4,580	\$6,670	\$7,140	\$7,660	\$2,114,525
	PIPE	\$4,190	\$4,730	\$6,280	\$6,820	\$7,410	\$7,700	\$7,960	\$8,160	\$8,160	\$8,750	\$9,340	\$10,840	\$11,470	\$12,100	\$5,170,357
	TOTAL	\$5,620	\$6,360	\$8,320	\$9,260	\$10,270	\$10,760	\$11,170	\$11,530	\$11,530	\$12,520	\$13,920	\$17,510	\$18,610	\$19,760	\$7,284,882
EO	BASIN	\$2,520	\$2,880	\$3,610	\$4,310	\$5,040	\$5,400	\$5,680	\$5,950	\$5,950	\$6,660	\$8,100	\$11,780	\$12,610	\$13,520	\$4,179,720
	PIPE	\$2,140	\$2,420	\$3,220	\$3,500	\$3,800	\$3,950	\$4,070	\$4,180	\$4,180	\$4,480	\$4,780	\$5,550	\$5,880	\$6,200	\$2,962,960
	TOTAL	\$4,660	\$5,300	\$6,830	\$7,810	\$8,840	\$9,350	\$9,750	\$10,130	\$10,130	\$11,140	\$12,680	\$17,330	\$18,490	\$19,720	\$7,142,680
NN	BASIN	\$800	\$910	\$1,140	\$1,370	\$1,600	\$1,710	\$1,800	\$1,890	\$1,890	\$2,110	\$2,570	\$3,730	\$4,000	\$4,280	\$2,006,460
	PIPE	\$3,260	\$3,690	\$4,890	\$5,320	\$5,770	\$6,000	\$6,200	\$6,360	\$6,360	\$6,820	\$7,270	\$8,450	\$8,940	\$9,430	\$6,353,980
	TOTAL	\$4,060	\$4,600	\$6,030	\$6,690	\$7,370	\$7,710	\$8,000	\$8,250	\$8,250	\$8,930	\$9,840	\$12,180	\$12,940	\$13,710	\$8,360,440
1G	BASIN	\$1,330	\$1,330	\$1,670	\$1,990	\$2,330	\$2,500	\$2,620	\$2,750	\$2,750	\$3,080	\$3,740	\$5,450	\$5,830	\$6,250	\$1,660,870
	PIPE	\$1,380	\$1,380	\$1,830	\$1,980	\$2,150	\$2,240	\$2,310	\$2,370	\$2,370	\$2,540	\$2,710	\$3,150	\$3,330	\$3,520	\$1,541,159
	TOTAL	\$2,710	\$2,710	\$3,500	\$3,970	\$4,480	\$4,740	\$4,930	\$5,120	\$5,120	\$5,620	\$6,450	\$8,600	\$9,160	\$9,770	\$3,202,029
3G	BASIN	\$2,130	\$2,430	\$3,050	\$3,650	\$4,270	\$4,560	\$4,800	\$5,030	\$5,030	\$5,630	\$6,850	\$9,960	\$10,670	\$11,430	\$4,649,160
	PIPE	\$2,260	\$2,560	\$3,390	\$3,690	\$4,010	\$4,160	\$4,300	\$4,410	\$4,410	\$4,730	\$5,050	\$5,860	\$6,200	\$6,540	\$4,154,740
	TOTAL	\$4,390	\$4,990	\$6,440	\$7,340	\$8,280	\$8,720	\$9,100	\$9,440	\$9,440	\$10,360	\$11,900	\$15,820	\$16,870	\$17,970	\$8,803,900
7C	BASIN	\$1,810	\$1,810	\$2,260	\$2,710	\$3,170	\$3,390	\$3,560	\$3,740	\$3,740	\$4,180	\$5,080	\$7,400	\$7,920	\$8,490	\$3,220,892
	PIPE	\$1,820	\$1,820	\$2,410	\$2,620	\$2,850	\$2,960	\$3,060	\$3,140	\$3,140	\$3,360	\$3,590	\$4,170	\$4,410	\$4,650	\$2,323,081
	TOTAL	\$3,630	\$3,630	\$4,670	\$5,330	\$6,020	\$6,350	\$6,620	\$6,880	\$6,880	\$7,540	\$8,670	\$11,570	\$12,330	\$13,140	\$5,543,973
7D	BASIN	\$1,870	\$2,140	\$2,680	\$3,200	\$3,750	\$4,010	\$4,210	\$4,420	\$4,420	\$4,940	\$6,010	\$8,750	\$9,370	\$10,040	\$3,284,020
	PIPE	\$1,640	\$1,850	\$2,460	\$2,670	\$2,900	\$3,020	\$3,120	\$3,200	\$3,200	\$3,430	\$3,660	\$4,250	\$4,490	\$4,740	\$1,989,340
	TOTAL	\$3,510	\$3,990	\$5,140	\$5,870	\$6,650	\$7,030	\$7,330	\$7,620	\$7,620	\$8,370	\$9,670	\$13,000	\$13,860	\$14,780	\$5,273,360
*Note: A surcharge fee is in effect in addition to the rates per Board Resolution No. 2005-480 adopted November 16, 2005 & Board Resolution No. 2018-000 adopted December 12, 2018																
7H	BASIN	\$1,760	\$2,000	\$2,510	\$3,010	\$3,520	\$3,760	\$3,960	\$4,150	\$4,150	\$4,640	\$5,640	\$8,210	\$8,790	\$9,420	\$3,986,560
	PIPE	\$3,240	\$3,660	\$4,860	\$5,280	\$5,730	\$5,960	\$6,150	\$6,320	\$6,320	\$6,770	\$7,220	\$8,390	\$8,880	\$9,360	\$5,201,620
	TOTAL	\$5,000	\$5,660	\$7,370	\$8,290	\$9,250	\$9,720	\$10,110	\$10,470	\$10,470	\$11,410	\$12,860	\$16,600	\$17,670	\$18,780	\$9,188,180
*Note: A surcharge fee is in effect in addition to the rates per Board Resolution No. 2005-480 adopted November 16, 2005.																

DRAINAGE FEE SCHEDULE FOR ZONE 2: PLANNED LOCAL DRAINAGE AREAS

Area	AE-S, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
Zone 2	BASIN	\$660	\$750	\$940	\$1,120	\$1,310	\$1,410	\$1,550	\$1,550	\$1,730	\$2,110	\$3,070	\$3,280	\$3,520	\$73,987,655
	PIPE	\$1,490	\$1,690	\$2,240	\$2,430	\$2,640	\$2,750	\$2,910	\$2,910	\$3,120	\$3,310	\$3,870	\$4,090	\$4,310	\$117,952,531
	TOTAL	\$2,150	\$2,440	\$3,180	\$3,550	\$3,950	\$4,160	\$4,460	\$4,460	\$4,850	\$5,440	\$6,940	\$7,370	\$7,830	\$191,940,186

Planned Local Drainage Areas: Zone 2

Area	Basin Cost	Pipe Cost	Total	Area	Basin Cost	Pipe Cost	Total	Area	Basin Cost	Pipe Cost	Total
A	\$2,007,154	\$1,139,822	\$3,146,976	X	\$1,618,049	\$449,059	\$2,067,108	OO	\$1,755,335	\$730,703	\$2,486,038
B	\$911,973	\$142,170	\$1,054,143	Y	\$1,086,679	\$2,324,360	\$3,411,039	PP	\$1,472,739	\$1,187,576	\$2,660,315
C	\$479,953	\$319,598	\$799,551	Z	\$1,107,403	\$2,528,057	\$3,635,460 **	RR	\$4,900,427	\$17,649,602	\$22,550,029
D	\$801,394	\$694,153	\$1,495,547	AA	\$965,261	\$1,205,417	\$2,170,678	SS	\$2,030,231	\$2,381,308	\$4,411,539
E	\$676,688	\$228,063	\$904,951	BB	\$487,096	\$822,774	\$1,309,870	TT	\$1,571,331	\$1,461,486	\$3,032,817
F	\$271,155	\$302,016	\$573,171	CC	\$492,811	\$2,085,646	\$2,578,457	UU1	\$474,282	\$817,914	\$1,292,196
G	\$1,141,795	\$157,007	\$1,298,802	CO2	\$892,058	\$1,424,260	\$2,316,318	UU2	\$1,409,984	\$1,679,734	\$3,089,718
H	\$99,858	\$214,682	\$314,540	DD	\$1,729,222	\$7,531,637	\$9,260,859	UU3	\$2,826,638	\$7,499,644	\$10,326,282
I	\$227,828	\$254,359	\$482,187	EE	\$754,118	\$3,357,071	\$4,111,189	VV	\$34,124	\$119,582	\$153,706
J	\$1,588,858	\$358,003	\$1,946,861	FF	\$1,430,542	\$9,501,599	\$10,932,141	WW	\$18,653	\$360,044	\$378,697
K	\$847,176	\$679,595	\$1,526,771	GG	\$2,106,941	\$1,428,508	\$3,535,449	XX	\$1,025,092	\$2,131,311	\$3,156,403
L	\$595,680	\$491,234	\$1,086,914	HH	\$3,399,247	\$4,592,465	\$7,991,712	ZZ	\$2,329,937	\$2,418,370	\$4,748,307
M	\$802,300	\$259,796	\$1,062,096	II1	\$4,072,032	\$16,039,997	\$20,112,029				
N	\$422,781	\$437,326	\$860,107	II2	\$6,895,010	\$1,242,412	\$8,137,422				
O	\$986,910	\$193,195	\$1,180,105	II3	\$1,551,864	\$1,233,424	\$2,785,288				
P	\$719,364	\$277,552	\$996,916	II4	\$1,983,997	\$1,106,558	\$3,090,555				
T	\$1,534,590	\$2,013,650	\$3,548,240	JJ	\$1,753,002	\$3,837,976	\$5,590,978				
U	\$1,197,090	\$660,279	\$1,857,369	KK	\$1,664,766	\$1,505,479	\$3,170,245				
V	\$648,023	\$1,726,395	\$2,374,418	LL	\$1,846,807	\$2,871,654	\$4,718,461				
W	\$1,786,458	\$2,920,713	\$4,707,171	NN	\$554,749	\$957,296	\$1,512,045				

Z ** Note: A surcharge fee is in effect in addition to the rates per Board Resolution No. 1386 adopted October 13, 1987.

DRAINAGE FEE SCHEDULE FOR ZONE 3: PLANNED LOCAL DRAINAGE AREAS

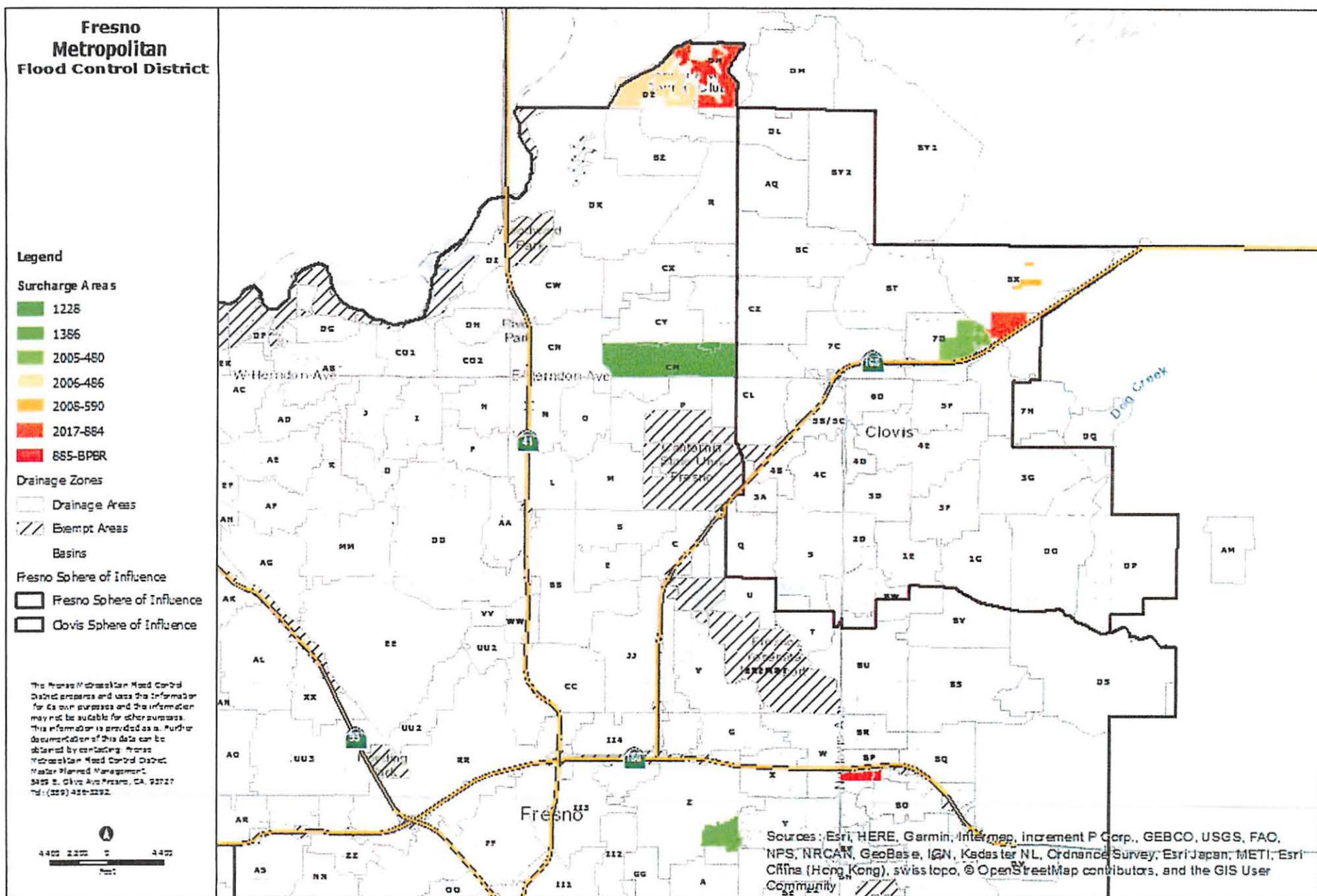
Area	AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	Total Cost
Zone 3															
BASIN	\$1,270	\$1,450	\$1,810	\$2,170	\$2,540	\$2,720	\$2,860	\$3,000	\$3,000	\$3,350	\$4,070	\$5,930	\$6,350	\$6,800	\$23,429,460
PIPE	\$1,470	\$1,660	\$2,200	\$2,390	\$2,600	\$2,700	\$2,790	\$2,860	\$2,860	\$3,070	\$3,270	\$3,800	\$4,020	\$4,240	\$19,375,810
TOTAL	\$2,740	\$3,110	\$4,010	\$4,560	\$5,140	\$5,420	\$5,650	\$5,860	\$5,860	\$6,420	\$7,340	\$9,730	\$10,370	\$11,040	\$42,805,270

Planned Local Drainage Areas: Zone 3

Area	Basin Cost	Pipe Cost	Total
Q	\$413,775	\$411,805	\$825,580
S	\$1,317,413	\$2,163,855	\$3,481,268
1E	\$1,902,108	\$912,242	\$2,814,350
2D	\$774,974	\$1,253,973	\$2,028,947
3A	\$1,147,120	\$802,896	\$1,950,016
3D	\$1,353,893	\$1,032,196	\$2,386,089
3F	\$1,035,520	\$1,229,984	\$2,265,504
4B	\$1,231,705	\$862,090	\$2,093,795
4C	\$1,128,211	\$2,398,584	\$3,526,795
4D	\$3,532,013	\$890,546	\$4,422,559
4E	\$2,924,869	\$2,119,501	\$5,044,370
5B/5C	\$3,843,239	\$2,180,847	\$6,024,086
5F	\$1,460,952	\$1,530,399	\$2,991,351
6D	\$1,363,668	\$1,586,892	\$2,950,560

DRAINAGE FEE SCHEDULE FOR SURCHARGE AREAS: PLANNED LOCAL DRAINAGE AREAS

Area	AE-5, A-L, O	A1, A2, RR	R-1-E, R-1-EH, R-A	R-1-A, R-1-AH	R-1-B, R-1-C, RE	R-1 40%	R-1 45%	R-1 50%	R-2, M-H	R-3	R-4, T-P	M-1, M-2, M-3, C-R, M-1-P, S-L	C-P, C-M, R-P	C-1, C-2, C-3, C-4, C-5, C-6, C-L, P
W														
TOTAL	-	-	-	-	-	-	-	-	-	-	-	\$11,075	-	-
*Note: Resolution No. 885-BPBR														
Z														
TOTAL	-	-	-	-	-	-	-	-	\$1,970	\$2,110	\$2,250	\$2,615	\$5,380	\$2,915
*Note: Resolution No. 1277, 1386, 1768, 1765														
BX														
TOTAL	-	\$270	\$350	\$390	\$430	\$445	\$445	\$445	\$470	\$510	\$540	\$630	\$660	\$700
*Note: Resolution No. 2008-590														
BX														
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	\$9,140	-
*Note: Resolution No. 2017-864, 2017-884														
CM														
TOTAL	\$90	\$105	\$135	\$145	\$160	\$165	\$165	\$165	\$175	\$185	\$200	\$235	\$485	\$260
*Note: Resolution No. 1228														
CN														
TOTAL	-	-	-	-	-	-	-	-	\$2,200	\$2,395	\$2,695	\$3,465	\$3,690	\$3,925
*Note: Resolution No. 1159, 1422														
DE														
TOTAL	-	-	-	-	-	\$790	\$790	\$790	\$840	\$900	-	\$1,120	\$1,250	\$1,250
*Note: Resolution No. 2006-486														
DN														
TOTAL	-	-	-	-	-	\$8,140	\$8,400	\$8,620	\$8,620	-	-	-	-	\$12,780
*Note: Resolution No. 2016-840, 2017-884														
DO														
TOTAL	-	-	-	-	-	-	-	\$3,550	\$3,550	\$3,800	\$4,050	\$4,710	\$4,980	\$5,250
*Note: Resolution No. 2007-522, 2014-806, 2018-887														
7D														
TOTAL	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651
*Note: Resolution No. 2005-480														
7H														
TOTAL	\$3,372	\$3,372	\$3,372	\$3,372	\$3,372	\$3,372	\$3,372	\$3,372	\$3,372	\$3,372	\$3,372	\$3,372	\$3,372	\$3,372
*Note: Resolution No. 2005-480														



DRAINAGE FEE ZONES

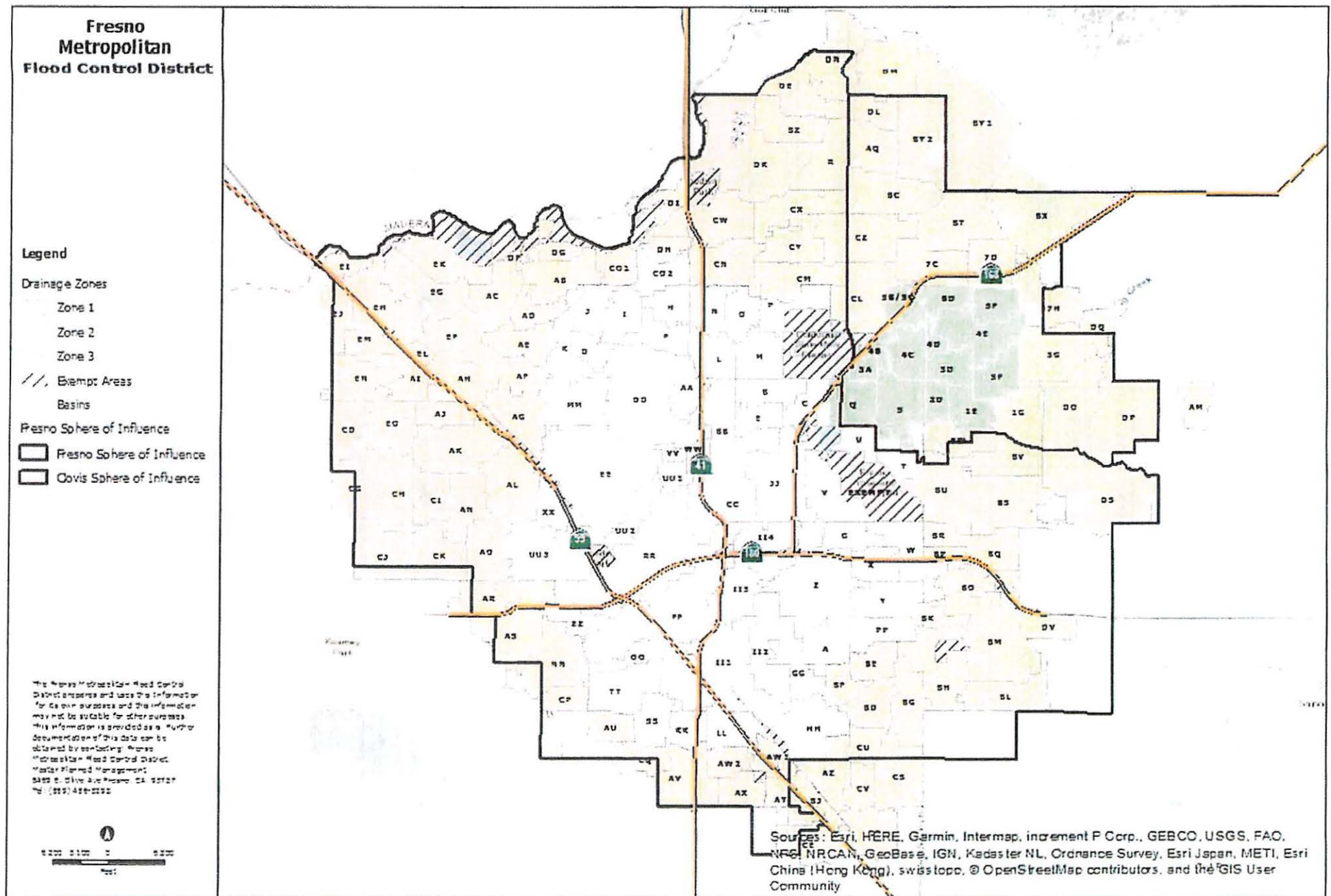


Exhibit No. 1

2019 Drainage and Surcharge Fee Amendments

	<u>Drainage Areas Within Zone 1 (Full Cost Areas)</u>	<u>Percent Change</u>	<u>Majority Zone Use</u>	<u>Comments</u>
1	"AD" (Valentine and Bullard)	+6.53	R-1-40%	Unit Cost Update
2	"AE" (Valentine and Barstow)	+8.08	R-1-40%	Unit Cost Update
3	"AF" (Valentine and Gettysburg)	+6.87	C-2	Unit Cost Update
4	"AG" (Valentine and Ashlan)	+4.33	M-1	Unit Cost Update
5	"AH" (Cornelia and Gettysburg)	+7.07	M-1	Unit Cost Update
6	"AI" (Blythe and Belmont)	+12.28	R-1-40%	Unit Cost Update, Higher Completed Contract Costs
7	"AJ" (Polk and Ashlan)	+7.26	R-1-40%	Unit Cost Update
8	"AK" (Polk and Shields)	+2.61	R-1-40%	Unit Cost Update
9	"AL" (Brawley and Weldon)	+6.19	R-1-40%	Unit Cost Update
10	"AN" (Cornelia and Hedges)	+8.15	R-1-40%	Unit Cost Update
11	"AO" (Blythe and Belmont)	+10.14	R-1-40%	Unit Cost Update
12	"AR" (Cornelia and Whites Bridge)	+9.58	M-1	Unit Cost Update
13	"AS" (Valentine and California)	+8.90	R-1-40%	Unit Cost Update
14	"AU" (West and Annadale)	+10.61	R-1-40%	Unit Cost Update
15	"AV" (Fig and Central)	+9.26	M-3	Unit Cost Update
16	"AW1" (Orange and North)	+7.59	M-3	Unit Cost Update
17	"AW2" (Cherry and North)	+10.44	M-3	Unit Cost Update
18	"AY" (Cedar and Central)	+9.43	M-3	Unit Cost Update
19	"AZ" (Chestnut and Muscat)	+4.49	M-3	Unit Cost Update
20	"BD" (Willow and Vine)	+8.90	M-1	Unit Cost Update
21	"BE" (Willow and Belgravia)	+7.51	R-1-40%	Unit Cost Update
22	"BF" (Chestnut and Church)	+6.45	R-1 40%	Unit Cost Update
23	"BG" (Peach and Annadale)	+7.32	M-3	Unit Cost Update

2019 Drainage and Surcharge Fee Amendments

24	"BH" (Clovis and Church)	+4.98	R-1 40%	Unit Cost Update
25	"BJ" (Maple and Golden State)	+11.06	M-3	Unit Cost Update
26	"BK" (Clovis and Montecito)	+10.67	C-5	Unit Cost Update
27	"BL" (Armstrong and Church)	+8.17	C-1	Unit Cost Update
28	"BM" (Fowler and Butler)	+3.88	R-1-40%	Unit Cost Update
29	"BP" (Sunnyside and Harvey)	+11.42	M-1	Unit Cost Update
30	"BQ" (Fowler and Belmont)	+7.73	M-1	Unit Cost Update
31	"BR" (Clovis and Olive)	+11.77	M-1	Unit Cost Update, Master Plan Update
32	"BS" (Fowler and Floradora)	+6.01	R-1-40%	Unit Cost Update
33	"BT" (Sunnyside and Nees)	+7.35	R-1-40%	Unit Cost Update
34	"BU" (Clovis and Clinton)	+8.46	M-1	Unit Cost Update
35	"BY ₁ " (Sunnyside and Behymer)(East)	+13.94	R-1-40%	Unit Cost Update
36	"BY ₂ " (Sunnyside and Behymer)(West)	+8.42	R-1-40%	Unit Cost Update
37	"BZ" (Cedar and Copper)	+4.56	R-1-40%	Unit Cost Update
38	"CD" (Garfield and Dakota)	+9.89	R-1-40%	Unit Cost Update
39	"CF" (Peach and Central)	+9.45	M-3	Unit Cost Update
40	"CG" (Garfield and McKinley)	+9.13	R-1-40%	Unit Cost Update
41	"CH" (Bryan and McKinley)	+10.26	R-1-40%	Unit Cost Update
42	"CI" (Polk and Mckinley)	+6.15	R-1-40%	Unit Cost Update
43	"CJ" (Grantland and Belmont)	+8.38	R-1-40%	Unit Cost Update
44	"CK" (Polk and Belmont)	+11.95	R-1-40%	Unit Cost Update
45	"CM" (Cedar and Herndon)	+2.53	R-1-40%	Unit Cost Update
46	"CN" (Fresno and Herndon)	+1.50	R-1-40%	Unit Cost Update
47	"CP" (Marks and Jensen)	+10.16	R-1-40%	Unit Cost Update

2019 Drainage and Surcharge Fee Amendments

48	"CQ" (Walnut and North)	+9.84	R-1-40%	Unit Cost Update
49	"CS" (Minnewawa and North)	+10.63	M-1	Unit Cost Update
50	"CU" (Willow and North)	+10.38	M-1	Unit Cost Update, Master Plan Update
51	"CV" (Willow and Central)	+12.95	M-3	Unit Cost Update
52	"CW" (Fresno and Nees)	+3.54	R-1-40%	Unit Cost Update
53	"CY" (Cedar and Alluvial)	+1.86	R-1-40%	Unit Cost Update
54	"DK" (Friant and Champlain)	+2.68	R-1-40%	Unit Cost Update
55	"DL" (Friant and Champlain)	+11.96	R-1-40%	Unit Cost Update
56	"DM" (Peach and Copper)	+9.59	R-1-40%	Unit Cost Update
57	"DN" (Friant and Willow)	+8.93	R-1-40%	Unit Cost Update
58	"DO" (Locan and Ashlan)	+3.38	R-1-40%	Unit Cost Update
59	"DP" (Highland and Dakota)	+7.10	R-1-40%	Unit Cost Update
60	"DQ" (Leonard and Sierra)	+6.56	R-1-40%	Unit Cost Update
61	"DS" (Leonard and Clinton)	+7.28	R-1-40%	Unit Cost Update
62	"DV" (Temperance and Kings Canyon)	+10.16	C-1	Unit Cost Update
63	"EF" (Cornelia and Dante)	+7.85	R-1-40%	Unit Cost Update
64	"EI" (Weber and Spruce)	+9.25	M-1	Unit Cost Update
65	"EJ" (Garfield and Sample)	+10.33	R-1-40%	Unit Cost Update
66	"EL" (Barcus and Barstow)	+13.17	M-1	Unit Cost Update, Pump Station
67	"EM" (Grantland and Barstow)	+6.16	R-1-40%	Unit Cost Update
68	"EO" (Bryan and Dakota)	+8.59	R-1-40%	Unit Cost Update
69	"NN" (Valentine and Church)	+11.10	R-1-40%	Unit Cost Update
70	"7D" (Fowler and FWY-168)	+5.40	R-1-40%	Unit Cost Update
71	"7H" (Temperance and Bullard)	+7.64	R-1-40%	Unit Cost Update

2019 Drainage and Surcharge Fee Amendments

	<u>ZONE 2 AREAS</u>	+3.23	R-1-40%	Unit Cost Update
	<u>ZONE 3 AREAS</u>	+2.07	R-1-40%	Unit Cost Update
<u>2019 Surcharge Fee Adjustments</u>				
1	"BX" (Locan and Nees)	+13.97	C-P,C-M,R-P	Unit Cost Update
2	"DN" (Friant and Willow)	+20.77	R-1-40%	Unit Cost Update, Contract Adjustment
3	"DO" (Locan and Ashlan)	+2.60	R-1-40%	Unit Cost Update
4	"7D" (Fowler and Alluvial)	+8.27	R-1-40%	Unit Cost Update

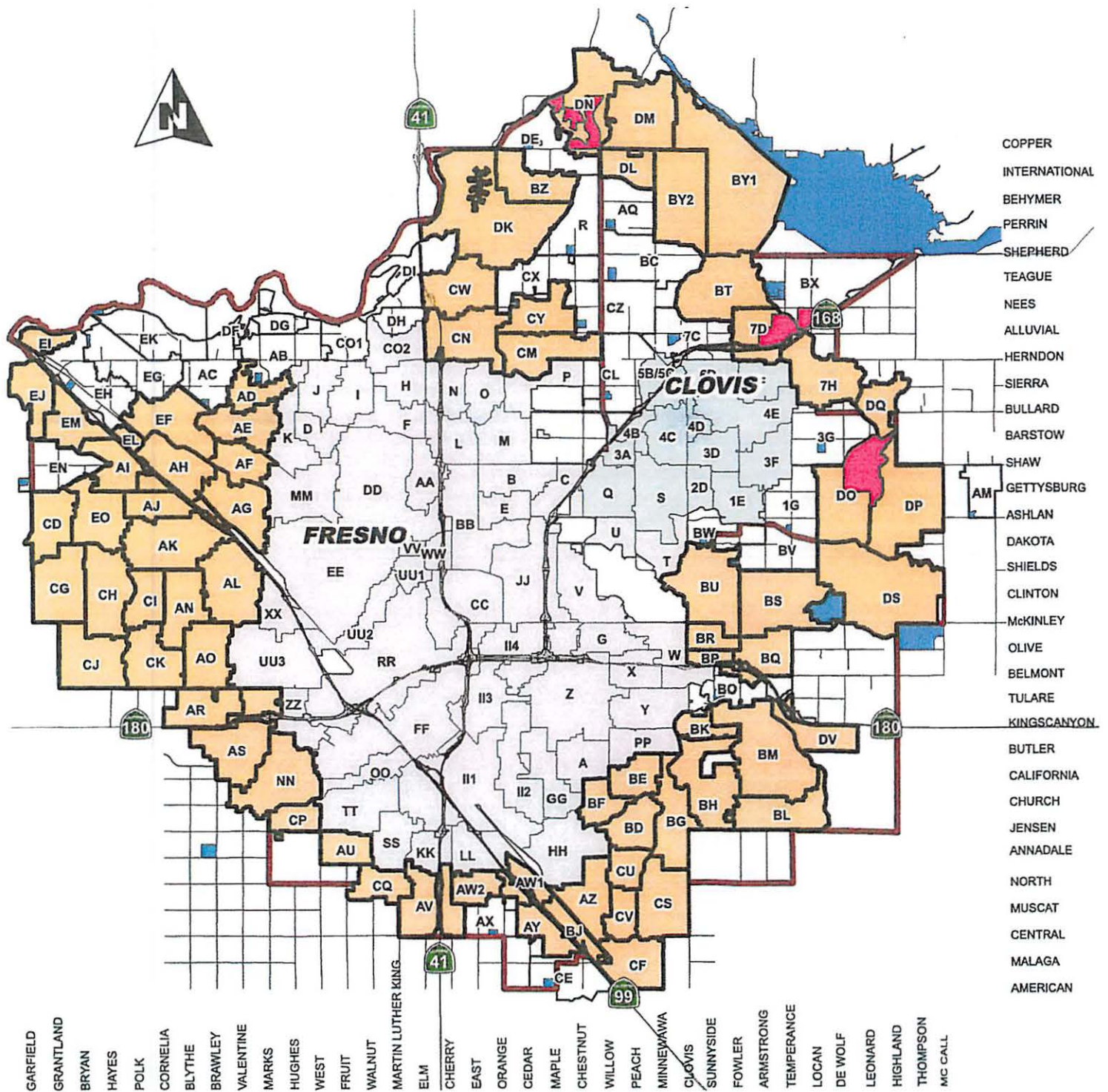


Exhibit No. 2

Page 5 of 5



FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

Surcharge Fee Summary Sheet

Drainage Areas "7D", "BX", "DN", and "DO"

"7D" (RT Park) 2019 Surcharge Rates

ZONING	ACREAGE	TOTAL
C-P, C-M, R-P	148.2	\$ 3,651.00

"BX" (RT Park) 2019 Surcharge Rates

ZONING	ACREAGE	TOTAL
C-P, C-M, R-P	102.7	\$ 9,140.00

"DN" (Copper River Ranch) 2019 Surcharge Rates

ZONING	ACREAGE	TOTAL
R1-40 %	118.2	\$ 8,140.00
R1-45 %	59.1	\$ 8,400.00
R1-50 %	59.1	\$ 8,620.00
R-2	46.6	\$ 8,620.00
C-1	9.3	\$ 12,780.00

"DO" (Southeast Urban Area) 2019 Surcharge Rates

ZONING	ACREAGE	TOTAL
R1-50 %	176.9	\$ 3,550.00
R-2, M-H	25.0	\$ 3,550.00
R-3	97.8	\$ 3,800.00
C-P, C-M, R-P	11.9	\$ 4,980.00
C-1, C-2, C-3, C-4, C-5, C-6, C-L, P	115.1	\$ 5,250.00



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: February 11, 2019

SUBJECT: Planning and Development Services - Approval – Res. 19-____, Final Map Tract 6155, located at the northwest area of Sierra Avenue and N. Cypress Avenue (DYP 6155, L.P., DeYoung Properties).

ATTACHMENTS: (A) Res. 19-____
(B) Vicinity Map
(C) Copy of Final Map

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 19-____, which will:

1. Accept the offer of dedication of parcels and public utility easements within Tract 6155, and;
2. Authorize recording of the final map.

EXECUTIVE SUMMARY

The owner, DYP 6155, L.P., acting as the subdivider, has submitted a final map. The improvement plans have been approved by City staff. The improvements to be installed include curb, gutter, sidewalk, street paving, sanitary sewers and water mains. The subject tract is at the northwest area of Sierra Avenue and N. Cypress Avenue. It contains approximately 4.2 acres and consists of 20 units, zoned R-1 (Single Family Residential).

FISCAL IMPACT

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


REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

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

Prepared by: Gene G. Abella, Assistant Engineer

Submitted by: 
Michael Harrison
City Engineer

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

RESOLUTION 19-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6155

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6155, by The City of Clovis, a Municipal Corporation, and

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

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

1. The final map of Tract 6155, consisting of two (2) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.

2. Approval of the Subdivision improvement plans for said tract have been completed by City Staff.

3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of \$705,212.66.

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

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

6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) of the remaining improvements to be constructed or the sum of \$705,000 for guaranteeing specific performance of said agreement and fifty percent (50%) of the remaining improvements or the sum of \$353,000 for payment of labor and materials furnished by contractors, subcontractors, labormen and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.

7. Subdivider shall furnish a bond in the sum of \$70,500 being the amount determined by the City Council of the City as necessary for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the tract against any defective work or labor done, or defective materials furnished. Said bond is required to be furnished prior to acceptance of the tract by the City Council.

* * * * *

ATTACHMENT A

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on February 11, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

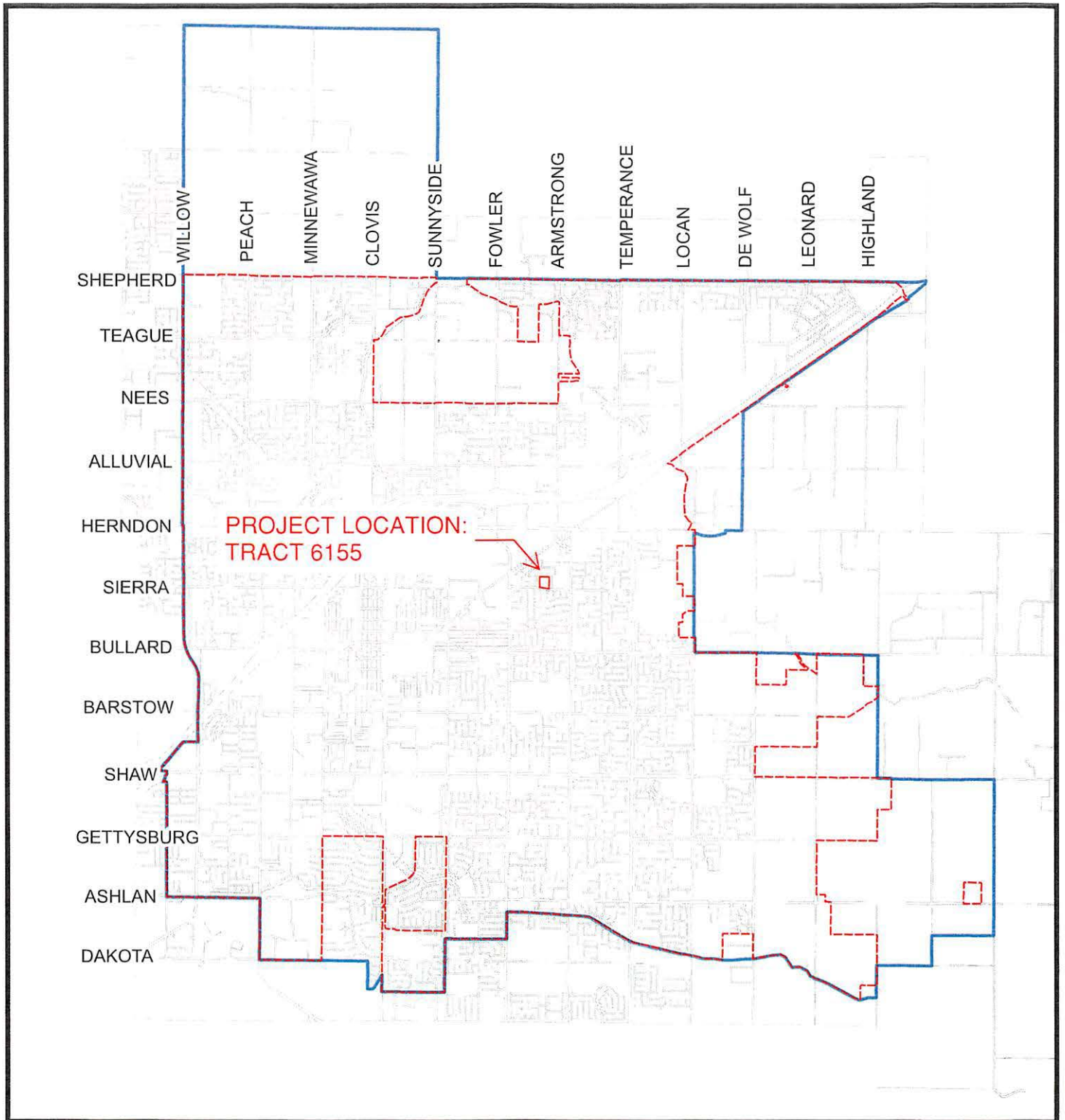
ABSTAIN:

DATED:

Mayor

City Clerk

VICINITY MAP



ATTACHMENT B

CITY LIMITS SPHERE OF INFLUENCE



1" = 6000'

FINAL MAP OF
TRACT NO. 6155

BEING A DIVISION OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF; SURVEYED AND PLATTED IN MAY 2018 BY QK
CONSISTING OF 2 SHEETS
SHEET 1 OF 2

BY:



601 POLLASKY AVE., STE. 301
CLOVIS, CA 93612
TEL: (559) 449-2400
WWW.QKINC.COM

OWNER'S STATEMENT

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

DYP 6155 L.P., A CALIFORNIA LIMITED PARTNERSHIP
BY: TEAM 5 PROPERTIES, INC. A CALIFORNIA CORPORATION
ITS GENERAL PARTNER

BY:

CHRISTOPHER BRANDON DE YOUNG,
EXECUTIVE VICE PRESIDENT

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF _____ }

ON _____ BEFORE ME, _____, NOTARY PUBLIC,

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

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

WITNESS MY HAND

SIGNATURE _____

PRINT NAME _____

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF _____ }

ON _____ BEFORE ME, _____, NOTARY PUBLIC,

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

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

WITNESS MY HAND

SIGNATURE _____

PRINT NAME _____

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

LEGAL DESCRIPTION

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

PARCEL A OF PARCEL MAP NO. 84-21, IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, RECORDED IN BOOK 43,
PAGE 33, LESS ANY PORTION LYING WITHIN ASPEN ESTATES III.

ENCUMBRANCES

- SAID LAND LIES WITHIN THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT AND IS SUBJECT TO DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES PER RESOLUTION NO. 1816 - THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT, RECORDED JULY 31, 1995 AS SERIES NO. 95092128.
- A RIGHT OF WAY EASEMENT FOR PUBLIC ROAD, RECORDED APRIL 9, 1925 IN BOOK 552 OF OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 10883.
- AN EASEMENT GRANTED TO CITY OF CLOVIS FOR PUBLIC STREET, RECORDED MARCH 21, 1985 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 85027418.

BENEFICIARY

WALTER R. FECHTNER AND DIANA MOLLOY-FECHTNER, TRUSTEES OF THE WALTER R. FECHTNER AND DIANA MOLLOY-FECHTNER FAMILY TRUST AS BENEFICIARIES UNDER DEED OF TRUST RECORDED APRIL 4, 2018 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2018-0039290, F.C.R.

BY:

WALTER R. FECHTNER, TRUSTEE

BY:

DIANA MOLLOY-FECHTNER, TRUSTEE

BENEFICIARY

UNITED SECURITY BANK, AS BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 18, 2018 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2018-0114148, F.C.R.

BY:

NAME _____

TITLE _____

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF _____ }

ON _____ BEFORE ME, _____, NOTARY PUBLIC,

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

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

WITNESS MY HAND

SIGNATURE _____

PRINT NAME _____

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

SURVEYOR'S STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN. THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DYP 6155, L.P., A CALIFORNIA LIMITED PARTNERSHIP, IN MAY 2018. I HEREBY STATE THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DAVID W. BERRY, LS 6919

DATE

CITY ENGINEER'S STATEMENT

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

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

DATE

CITY CLERK'S CERTIFICATE

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

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

JOHN HOLT, CITY CLERK

DATE

RECORDER'S CERTIFICATE

DOCUMENT NO. _____ FEE PAID _____

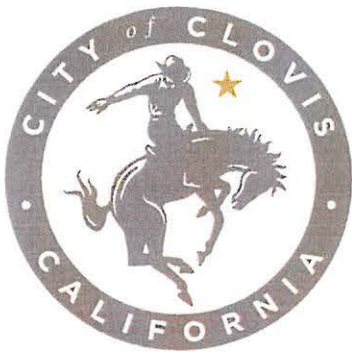
FILED THIS _____ DAY OF _____, 20 _____, AT _____ M.,

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

PAUL A. DICTOS, CPA
FRESNO COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY

ATTACHMENT C



AGENDA ITEM NO: 8
City Manager: *[Signature]*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: February 11, 2019

SUBJECT: Planning and Development Services - Approval – Res. 19-____, Annexation of Proposed Tract 6155, located at the northwest area of Sierra Avenue and N. Cypress Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (DYP 6155, L.P., DeYoung Properties).

ATTACHMENT: (A) Res. 19-____

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 19-____, that will annex proposed Tract 6155, located at the northwest area of Sierra Avenue and N. Cypress Avenue, to the Landscape Maintenance District No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owner, DYP 6155, L.P., acting as the subdivider, has requested to be annexed to the Landscape Maintenance District No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tentative Tract Map 6155.

BACKGROUND

DYP 6155, L.P., the developer of Tract 6155, has executed a covenant that this development be annexed to the City of Clovis LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks.

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

FISCAL IMPACT

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

	<u>Tract 6155</u>	<u>Year to Date</u>
LMD Landscaping added:	0 acres	3.346 acres
Resource needs added:	0 person	0.335 person

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

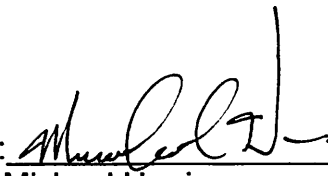
REASON FOR RECOMMENDATION

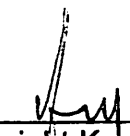
The property owners for the subject tract and parcel map have requested annexation into the City of Clovis LMD No. 1.

ACTIONS FOLLOWING APPROVAL

Tract 6155 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: Gene G. Abella, Assistant Engineer

Submitted by: 
Michael Harrison
City Engineer

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

RESOLUTION 19-__

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

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

WHEREAS, all of the owners of property proposed to be annexed to the District consisting of proposed Tract No. 6155, 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 February 11, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

Exhibit "A"

LOTS 1 THROUGH 20, INCLUSIVE, OF TRACT MAP 6155, RECORDED IN VOLUME _____, PAGES _____ THROUGH _____ OF TRACT MAPS, FRESNO COUNTY RECORDS.



AGENDA ITEM NO: 9
City Manager: JA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: February 11, 2019

SUBJECT: Approval – Res. 19-____, A Resolution Initiating Proceedings for the Annual Levy of Assessments for Landscape Maintenance District No. 1.

ATTACHMENTS: Resolution with Exhibit 1

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Resolution No. 19-____, which will initiate proceedings for the annual levy of assessments for Landscape Maintenance District No. 1.

EXECUTIVE SUMMARY

This resolution is to initiate proceedings for the annual levy of assessments for the Landscape Maintenance District No. 1, as required by the Landscape and Lighting Act of 1972. The assessments are necessary to fund the operations and maintenance of the benefit areas within the LMD. The Engineer's Report detailing the assessments will be compiled by the City's Consultant, Francisco and Associates, Inc. Upon City Council approval of the Engineer's Report on June 3, 2019, the assessments will be sent to Fresno County to be included in the property tax rolls.

BACKGROUND

On July 15, 1985, Council adopted Resolution No. 85-78, forming the City of Clovis Landscape Maintenance District No. 1 (LMD). The purpose of the District is to fund

the operation and maintenance of landscaped areas and interior parks benefiting development throughout the City.

The yearly assessments established for all properties within the District provide funding for the City's cost for operation, maintenance, related services, and incidental expenses. The required operation and maintenance includes mowing, edging, fertilizing, weed control, irrigation system, pruning, plant replacement, lighting, and a depreciation fund to periodically replace landscape and park structures and associated equipment.

The Landscape and Lighting Act of 1972 (Section 22622) requires that a resolution be adopted which generally describes new improvements or substantial changes to existing improvements and orders that a report be prepared and filed regarding the assessment district. A listing of new improvements or substantial changes to the existing improvements is attached to the resolution as "Exhibit 1." Adoption of this resolution satisfies the requirement.

The final step in the process is to notify the Fresno County Auditor-Controller of the approved assessments so that they may be included on the property tax rolls. The tentative schedule for notification to the County is June 28, 2019.

FISCAL IMPACT

None

REASON FOR RECOMMENDATION

This resolution is required by the Landscaping and Lighting Act of 1972 in order to levy assessments to fund the cost of operations and maintenance for benefit areas within LMD No. 1.

ACTIONS FOLLOWING APPROVAL

1. The Engineer's Report will be prepared.
2. Staff will present the final assessment costs for consideration by the City Council at the public hearing.

Prepared by: Eric Aller, Parks Manager

Submitted by: Scott Redelfs, Public Utilities Director 

RESOLUTION NO. 19-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS INITIATING
PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR LANDSCAPE
MAINTENANCE DISTRICT NO. 1 OF THE CITY OF CLOVIS**

RESOLVED by the Council of the City of Clovis, County of Fresno, California, that:

WHEREAS, the Council has approved five (5) annexations with new improvements to the Landscape Maintenance District No. 1 of the City of Clovis (herein LMD No. 1) since the Engineer's Report dated June 11, 2018;

WHEREAS, proceedings for the annual assessments for LMD No. 1 for the fiscal year 2019-20 need to be initiated.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND ORDERED as follows:

1. The Council proposes to undertake proceedings for the levy of the annual assessments for LMD No. 1 under part 2 of Division 15 of the Streets and Highways Code of the State of California (Section 22500 et seq.) generally known as the Landscaping and Lighting Act of 1972 (herein the "Act").

2. The new improvements being added by the above referred annexations to the existing maintained improvements are set forth in Exhibit "1" attached hereto and by reference incorporated herein.

3. The Public Utilities Director shall have a report prepared and filed in accordance with Article 4 (commencing with Section 22565) of the Act.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on February 11, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: February 11, 2019

Mayor

City Clerk

EXHIBIT 1

**THE NEW IMPROVEMENTS FOR THE LANDSCAPE MAINTENANCE
DISTRICT NO. 1 ARE DESCRIBED AS FOLLOWS:**

The proposed landscaping, irrigation, and lighting systems as described in the covenants appropriate to each of the following properties and other tracts to be annexed to the LMD prior to June 30, 2019.

Tract 6168
Tract 6180
Tract 6190
Tract 6193
Tract 6202



AGENDA ITEM NO: **10**

City Manager: *AA*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: February 11, 2019

SUBJECT: Approval – Authorize the execution of a Purchase Agreement for property located at 79 North Sunnyside Avenue, Clovis, CA from Lorenzo and Rosemary Lopez in the amount of \$720,000; and Approval – Resolution 19-____, Amending the 2018-2019 Water and Sewer budgets to allocate funds for purchase of the property.

ATTACHMENTS: 1) Location and Vicinity Map
2) Purchase Agreement
3) Resolution
4) Exhibit A – Budget Amendment

CONFLICT OF INTEREST

None

RECOMMENDATION

1. Authorize the execution of a Purchase Agreement to acquire property at 79 North Sunnyside Avenue (designated as APNs 491-140-44 and 491-140-45) located in Clovis, CA, from Lorenzo and Rosemary Lopez in the amount of \$720,000.
2. Authorize the City Manager to execute the Agreement and all other necessary documents.
3. Approve a resolution amending the 2018-2019 Water and Sewer budgets to allocate funds to purchase the property.

EXECUTIVE SUMMARY

Approval of this request would allow the City Manager to sign an agreement and execute the purchase of property located at 79 North Sunnyside Avenue, near the City of Clovis Corporation Yard. The negotiated purchase price for this property is \$720,000. This property would be utilized to expand City of Clovis maintenance operations, as operations at the Corporation Yard are becoming congested. This site would house new and existing Solid Waste operations for activities and events that involve public interaction, such as a potential Household Hazardous Waste drop-off location. Other Public Utilities activities with public interaction could be operated from this site as well. Acquisition of the property would be funded by the three Enterprise funds of Water, Sewer, and Solid Waste due to the projected use of the new facility. Other operational sections could also use the new facility and lease the space accordingly.

BACKGROUND

Per Council direction, staff has been negotiating the potential property purchase at 79 North Sunnyside Avenue for the expansion of maintenance operations. The addition of this property would provide the Public Utilities Department with an additional area to locate a portion of operations and maintenance staff, vehicles, and storage; expanding the area for use in conjunction with the Corporation Yard. Staff initially received authorization from Council to negotiate the purchase of the property on September 4, 2018.

The Corporation Yard is becoming increasingly limited in space as the City continues to grow at a rapid pace. It is necessary that the Public Utilities Department finds additional space to house maintenance staff, vehicles, and operational storage space. The Public Utilities Department has also been looking for a place to host a Household Hazardous Waste drop-off point, as well as a convenient place to operate future shredding and recycling events, and an area that could be used as an additional sand bag pick-up location for City of Clovis residents. The existing Corporation Yard was not designed with ease of public access and public convenience in mind. This site would provide convenient access for the public.

The site consists of approximately three-quarters (0.75) acres of land and has a 6,400 square foot steel frame warehouse with some office spaces partitioned on the west side of the building. The warehouse will be used for operations and storage as the warehouse facilities in the Corporation Yard are being used near their maximum limits. The office spaces would be used for staff as needed for effective operations.

Staff negotiated a purchase price based on approximately 10% over the Market Valuation (appraisal) performed by James G. Palmer Appraisals, Inc. The appraisal valued the property at \$653,000 and staff negotiated an offer of \$720,000 that was

accepted by the sellers. Staff believes the additional costs above the appraised value are warranted for the following reasons: 1) This transaction is being completed without the use of a Realtor or broker, which would add about three to six percent in buyer fees; 2) The proximity of this location allows staff to fully utilize the site in conjunction with operations at the Corporation Yard; 3) The site fronts a main avenue, giving the Public Utilities Department a better presence to conduct public offerings to City of Clovis residents; and 4) As the City continues to develop and grow, the Public Utilities Department needs to grow with it to continue providing the exceptional service that City of Clovis residents expect. The addition of this property will allow for additional storage, parking, and housing of staff to meet expectations. Execution of the proposed agreement will allow the City to open an escrow account and complete the property purchase transaction.

The site would primarily be used for Water, Sewer, and Solid Waste operations. Other operations may be located at the new facility and would continue to fund their portion of office and ground space as appropriate. Enterprise funds are available for purchase of this property. Each Enterprise fund will share in one-third of the costs to purchase the property. The Solid Waste fund was authorized in the 2018-2019 City of Clovis budget to purchase property for expanding operations and therefore there is no need to allocate any additional expenditures. A budget amendment for the Water and Sewer funds will need to be done to allocate the expenditures for their share of the property purchase.

FISCAL IMPACT

The purchase price of the property is \$720,000. There will be some minor incidental costs in escrow; however, those costs are unknown at this time. Staff expects the costs to be less than \$5,000 and they can be paid for by current miscellaneous budgeting. Funds have been budgeted for this property purchase in the Community Sanitation/Refuse Capital account, and funds will be budgeted in the Water and Sewer Capital accounts with the attached budget amendment. There will be no fiscal impact to the General Fund and all three Enterprise accounts have available funding to cover their share of the property purchase. Each of the three Enterprise funds will pay one-third of the purchase price, which is \$240,000 per fund.

REASON FOR RECOMMENDATION

Acquisition of the property would provide the additional area needed for growth of the Public Utilities Department. The property is in an ideal location and will be used to house staff, relieve stress on our current parking limitations, provide a convenient location for Public interaction, and provide for additional operational area and storage.

ACTIONS FOLLOWING APPROVAL

1. Staff will execute the agreement and all other necessary documents and close escrow.
2. Funds will be appropriated in the City of Clovis 2018-2019 Water and Sewer budgets as specified in the attached budget amendment.

Prepared and Submitted by: Scott Redelfs, Public Utilities Director

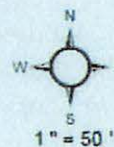




VICINITY MAP - N.T.S.

79 N. SUNNYSIDE AVENUE

1/30/2019



REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement ("Agreement") is entered into between the City of Clovis, a California municipal corporation ("Buyer") and Lorenzo and Rosemary Lopez, husband and wife, ("Seller") with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. Seller owns industrial real property located at 79 North Sunnyside Avenue, City of Clovis, within the County of Fresno, State of California ("Property"). The Property is approximately 33,708 square feet (0.774 acres) with an approximately 6400 square foot metal building. The Property and building are currently vacant and have been vacant since February 1, 2019. The property is designated as Fresno County Assessor's Parcel Nos. 491-140-44 and 491-140-45, and is more particularly described in **Exhibit A**.

B. Seller intends to retire and offered the Property for sale on the open market. Seller has no plans to relocate or reestablish ownership of similar industrial property at another site.

C. Buyer desires to acquire the Property for public facilities and related uses in connection with the City of Clovis Public Utilities Corporation Yard.

D. Seller desires to sell the Property to Buyer and Buyer desires to acquire the Property under the terms and conditions of this Agreement. Seller and Buyer acknowledge that no real estate broker was involved in the negotiations or is involved in this transaction.

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. 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, the Property, along with all easements, licenses, and interests appurtenant thereto, and all entitlements, owned or held by Seller in connection therewith.

2. Purchase Price. The total purchase price to be paid by Buyer for the Property shall be Seven Hundred Twenty Thousand dollars (\$720,000.00) ("Purchase Price"). Seller and Buyer stipulate that the Purchase Price is not less than the fair market value of the Property and is just compensation for the Property, including any and all other losses, whether by way of improvements, severance damages, cost to cure, goodwill or otherwise. As provided herein, Buyer shall pay the Purchase Price by depositing funds into the escrow in time to meet the Title Company's requirements for immediately available funds at close of escrow.

Relocation Assistance Advisory and Release: Under certain circumstances when a public

agency acquires occupied real property, the agency is required to provide certain relocation expenses to the occupant to enable the occupant to move to a new location. In entering into this Agreement, Seller agrees that the Property is currently vacant and that neither Seller, or any other person or entity, has an interest in an active business on the Property. Seller also agrees that it voluntarily placed the Property on the market for sale, without inducement by Buyer. Therefore, Seller understands that it is not entitled to any relocation assistance or compensation in connection with acquisition of the Property. As part of the consideration set forth in this Agreement, Seller expressly waives any right to relocation assistance or compensation.

3. Seller's Representations and Warranties. Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, and any rights of way, other than those disclosed by the public record; (b) Seller has no knowledge of any pending litigation involving the Property, (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning the Property; and (d) Seller has no knowledge of any material defects in the Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around the Property. These warranties shall survive the close of escrow and the recording of the grant deed.

4. Buyer's Representations and Warranties. Buyer represents and warrants that it has the authority to enter into this Agreement, and upon execution of this Agreement, and subject to the conditions precedent set forth herein, Buyer will have full authority to carry out the provisions of this Agreement. These warranties shall survive the close of escrow and the recording of the grant deed.

5. Escrow. Upon execution of this Agreement, Buyer and Seller agree to open an escrow account with Old Republic Title Company, located at 7451 North Remington Ave. #102, Fresno, CA 93711 ("Title Company") for the purposes of preparing a preliminary title report, arranging for title insurance desired by Buyer, preparing the grant deed, ensuring that the proper authority for selling the property is obtained, and other customary provisions. Buyer and Seller shall execute Escrow instructions needed to carry out this section.

5.1 Deposits into escrow. Buyer and Seller will deposit all documents, money, and other items with the Title Company that is: (a) identified in this Agreement or, (b) required by the Title Company to effect the close of escrow as provided herein.

5.2 Title. Seller must convey title to the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller. Buyer shall have up to thirty (30) days to review the preliminary title report.

- 5.3 Title and closing costs. Seller will pay costs to convey title in the condition described in Section 5.2 above, including but not limited to any fees associated with the partial or full reconveyance of any deed(s) of trust. Seller must pay costs for any delinquent and/or unpaid taxes, assessments, or liens. Buyer shall pay the costs of any owner's title policy, insuring Buyer's title in the condition described in Section 5.2, and all escrow fees, and costs to record the grant deed. Buyer and Seller will pay any other costs according to the custom in Fresno County.
- 5.4 Close of escrow. The escrow shall be in condition to close when all conditions to close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the grant deed conveying title to the Property from Seller to Buyer. The escrow will be considered closed on the date the grant deed is recorded ("Close of Escrow").
- 5.5 Disbursements. At Close of Escrow, Title Company shall disburse the Purchase Price to Seller, less Seller's costs to clear title, prorations, and other costs, if any, and when Title Company is prepared to issue an owner's title policy to Buyer insuring Buyer's fee title in the condition set forth in Section 5.2 above, for the amount designated by Buyer.
- 5.6 Risk of loss. Risk of loss or damage to the Property, or any improvements thereon, shall pass from Seller to Buyer upon Close of Escrow.
6. Conditions Precedent. Close of Escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the conditions precedent stated herein, including Buyer's and Seller's performance of all their respective obligations under this Agreement, and that all of the representations and warranties of the parties remain true as the Close of Escrow. The conditions are solely for Buyer's benefit unless otherwise indicated. Each condition must be satisfied or Buyer must waive it in writing prior to close of escrow. If any condition is not timely satisfied, Buyer may waive the condition and close escrow, or it may terminate this Agreement by giving the Seller and Title Company five (5) days' written notice. After expiration of the 5 days, this Agreement, and the escrow shall terminate. Upon termination, the Title Company shall return any documents and money deposited into escrow to the respective depositor, after deducting any escrow cancellation fee; and Buyer will have no further obligation to Seller.
7. Buyer's Right to Enter Property. Upon execution of this Agreement, Seller grants to Buyer, its agents, employees, permittees, contractors, or assigns, an immediate right to, at reasonable times, enter upon, over, across, and under the Property for purposes of investigations and tests. Buyer shall hold harmless and indemnify Seller for any damages caused by Seller's investigations and tests. Buyer investigations and tests are a condition precedent to Close of Escrow.

8. Miscellaneous Provisions.

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

8.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and may be delivered personally or by U.S. mail, postage prepaid, and addressed to the relevant party at the address set forth below.

To Seller:

Lorenzo and Rosemary Lopez
3133 N. DeWolf Avenue
Fresno, CA 93727

To Buyer:

Scott Redelfs
Public Utilities
City of Clovis
155 N. Sunnyside Ave
Clovis, CA 93611

8.3 Entire Agreement. This Agreement is the entire agreement between Seller and Buyer regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understandings, written or oral. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement.

8.4 Amendment or Termination. This Agreement may only be amended or terminated by mutual written consent of the Seller and Buyer, unless otherwise expressly provided herein.

8.5 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The Buyer may assign this agreement and its rights hereunder.

8.6 Time of the Essence. Time is of the essence of each term in this Agreement.

8.7 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.

8.8 Authority. Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of and fully bind such party.

8.9 Waiver. Any party's waiver of a breach of any provision herein will not be a

continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

8.10 Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.

8.11 Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.

IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement on the dates set forth below.

BUYER:
City of Clovis, A California Municipal
Corporation

SELLER:
Lorenzo and Rosemary Lopez, Husband and
Wife

By _____
Luke Serpa, City Manager

Lorenzo Lopez

Dated: _____, 2019

Rosemary Lopez

Dated: _____, 2019

ORDER NO. : 1411013837

EXHIBIT A

The land referred to is situated in the County of Fresno, City of Clovis, State of California, and is described as follows:

Lots 2 and 3 Tract No. 3015, Menlo Industrial Park, according to the Map thereof recorded in Book 38, Page 98 and 99 of Plats, Fresno County Records.

EXCEPTING THEREFROM an undivided one-half interest in all oil, gas, petroleum, naphtha and other hydrocarbon substances and minerals as reserved by Aram Merozian in the Deed recorded in Book 2228, Page 227, Official Records.

ALSO EXCEPTING THEREFROM an undivided one-fourth interest in all oil, gas, petroleum, naphtha and other hydrocarbon substances and mineral as reserved by Carl A. Polson, et ux, in the Deed recorded in Book 2329, Page 28, Official Records.

APNs: 491-140-44 & 491-140-45

RESOLUTION NO. 19-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AN AMENDMENT TO THE ANNUAL BUDGET FOR FISCAL
YEAR 2018-2019**

WHEREAS, the City Council adopted the 2018-2019 Budget on June 11, 2018; and

WHEREAS, the City Council is amending the 2018-2019 Budget to include Water and Sewer expenditures to purchase property associated with City of Clovis maintenance operations and other beneficial uses; and

WHEREAS, the expenditures were not included in the 2018-2019 Budget.

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

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on February 11, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk

EXHIBIT A

SUMMARY OF EXPENDITURES BY DEPARTMENT

Department

Public Utilities Department	\$480,000.00
<i>Water</i>	<i>\$240,000.00</i>
<i>Sewer</i>	<i>\$240,000.00</i>
Total	\$480,000.00

SUMMARY OF EXPENDITURES BY FUND

Fund

Water	\$240,000.00
Sewer	\$240,000.00
Total	\$480,000.00

NET GENERAL FUND SUPPORT

Total	\$0
--------------	------------



AGENDA ITEM NO: 11

City Manager: *[Signature]*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: February 11, 2019

SUBJECT: Consider Introduction - Ord. 19-____, R2018-14, A request to apply development standards to an existing M-U (Mixed Use) Zone District for 28.6 acres of property generally located between Sierra Avenue and Fifth Street along the Veterans Parkway alignment (Planning Area #9) of the Central Specific Plan, and Consider update on the naming of "Landmark Commons". City of Clovis, owner/applicant.

ATTACHMENTS:

Figure 1:	Location Map
Exhibit "A.":	Mixed Use Standards
Exhibit "B.":	Master Development Plan
Exhibit "C.":	Form, Image, Opportunities and Constraints Diagram.
Exhibit "D.":	Central Landmark Commons Node Concept.
Attachment 1:	Draft Resolutions and Ordinance
Attachment 2:	Public Comments

CONFLICT OF INTEREST

Councilmember Flores owns property within 500 feet of subject property and, pursuant to law, must abstain from participation and decision regarding this item.

RECOMMENDATION

The Planning Commission and staff recommend approval of Rezone R18-14.

EXECUTIVE SUMMARY

This request would modify the M-U (Mixed Use) Zone District for the Landmark Commons site to accommodate the City's Transit Center and Senior Center. Future development proposals which may include a library, residential development and modified Clovis Veterans Memorial District uses would be considered at a future time. This application

runs concurrent with a Site Plan Review (SPR2018-02) for the transit and senior activities center facilities.

BACKGROUND

- General Plan Designation: Mixed Use
- Specific Plan Designation: Central Clovis Specific Plan, Planning Area #9 "Landmark District"
- Existing Zoning: M-U (Mixed Use)
- Current Land Use: Vacant
- Adjacent Land Uses: North: Construction Yard
South: Parking and Clovis Veterans Memorial District Facilities
East: Single and Multiple Family Residential
West: Clovis Veterans Memorial District Facilities
- Previous Entitlements: None

PROPOSAL AND ANALYSIS

For several years, the City of Clovis has identified a need for an expanded Senior Activities Center facility as well as a facility to service public transit services. In early 2015, the City purchased the property located along the north side of Third Street, east of Clovis Avenue for the purposes of developing these facilities. In August of 2016, the City adopted an update to the Central Clovis Specific Plan which designated a 28.6 acre site to accommodate these facilities as well as the Clovis Veterans Memorial District facilities, a new County Library and new uses on an existing construction yard site. The senior activity center and transit center project is within an area identified as Planning Area #9 "Landmark Commons." Much of this plan area south of Third Street is developed; however, land north of Third Street requires the adoption of a master plan, use schedule and development standards.

While the land usage of large portions of this northern area has yet to be determined, this rezoning amendment is necessary to establish guidance for the development of the transit and senior activity centers.

Two exhibits would memorialize this development guidance:

- Development standards (Exhibit "A")
- A Development Master Plan illustrating the location, orientation and vehicle and pedestrian circulation for this phase of development. (Exhibit "B")

Planning Area #9 envisions a district that is of historic significance representing the railroad and lumber industry that catalyzed the Clovis community and contains active community serving uses with an opportunity for transit oriented residential development. It incorporates such uses as a senior center, transit center, library and supportive commercial. This site is a major community attractor to "Old Town" and requires a defining

and comprehensive architecture reflective of historic railroad, lumber and agricultural warehousing industries as well as contemporary architecture. Development of the site requires incorporation of the Old Town Trail.

The Development Master Plan (Exhibit "B") illustrates the improvements proposed with the next phase of development. This includes a 29,275 sq. ft. Senior Activity Center and a 7,280 sq. ft. Transit Center positioned adjacent to Third Street, a roundabout and street modifications to Third Street at the Veterans Parkway intersection and a parking field located north of the two centers. A central drive would run north from the Third Street round-a-bout to the parking field and would provide access to future development to the north.

This site would utilize the existing alley along the eastern boundary for vehicular circulation as well as a connection to Osmun Circle.

Development of areas north of this phase will require further Mixed Use zoning approvals as plans for these projects are developed.

The architecture for the senior activity and transit centers are being considered under the associated site plan review application.

In developing the layout of this Master Development Plan, staff felt it was important to take into consideration various site attributes which include pedestrian accessibility, identification of visual gateways, location of activity nodes, a central defining node for the "Landmark District" and view corridors. Exhibit "C" illustrates these attributes. Of particular importance are the view corridors as these become important for the public in identifying uses within this "embedded" property from major streets.

This phase of development will construct the central Landmark Commons node (the roundabout) that will include district identification. This node is illustrated in Exhibit "D".

The view corridor to the north of the roundabout is "picture-framed" between the Senior Activities Center and Transit Center. It will be important that as future phases develop, this view corridor be maintained to draw visitors to their desired destinations.

Community Outreach Meeting

Staff held a public outreach meeting on Thursday, January 10, 2019, to allow the surrounding property owners as well as interested community members to view and comment on the Project. Approximately 30 people attended as well as City and County staff. Comments during the meeting revolved around traffic and noise impacts, parking, sidewalks on Third Street, and pedestrian access.

During the meeting, the County of Fresno presented their building design to the public for the first time. The County will be conducting additional public outreach to refine their design prior to submitting a site plan review.

Naming Discussion on "Landmark Commons"

On January 14, 2019, the City Council heard concerns under Public Comments regarding the naming of this district as "Landmark Commons". On Thursday, January 31, 2019, a group of citizens and stakeholders met to discuss the Landmark Commons name. The group consisted of Carole Lester, Arakel Arisian, Susan Frantzich, Carol Linenbach, Tom Wright, Mike DeBenedetto, Vincent Richiutti, Mark Keppler, John Wright, Ron Sunquist, Thomas Kassahum, George Gonzelez, Shoanna Halterman and Dwight Kroll.

Staff presented the background and history in developing the character of Planning Area #9 of the Central Clovis Specific Plan and the efforts to identify a name for this area. Handouts were provided outlining the process that Bruce Hale (the designer) used to create branding for the area.

Some citizens had issues with the Clovis Commons name; however, the logo was acceptable. Various names were discussed as well as the overall desire to have the name reflect the history of the site. Some names mentioned were:

- Clovis Commons at the Lumber Yard
- Landmark Commons at the Lumber Yard
- Landmark District instead of Commons (well received by most of the group)
- Cross Cut Commons
- Lumber Yard District
- Clovis Flume Commons or include flume

After much discussion, it was suggested using Landmark Commons signage on the traffic circle at 3rd and Veteran's Parkway, identifying the area south of 3rd as the Memorial District Campus, and the new site north of 3rd as another name that could be "The Lumberyard" or "The Station", etc. Essentially, there would be several authentic landmarks within "Clovis Commons." This would also allow the DeBenedetto family to identify their development with a unique and authentic name. Overall, most in attendance were in approval of this plan.

California Environmental Quality Act (CEQA)

This Project was evaluated under a Focused Environmental Impact Report (EIR) adopted and certified by the City Council on July 9, 2018, (State Clearinghouse Certification No. 2017041010). No major revisions will be required with the adopted Focused EIR to accommodate the proposed project, therefore, subject to CEQA Sections 15162 and 15182 no further environmental review is required for this project. The Focused EIR can

be viewed at the following link: <https://cityofclovis.com/planning-and-development/planning/ceqa/>.

The City published notice of this public hearing in *The Business Journal* on Wednesday, January 30, 2019.

FISCAL IMPACT

None

REASON FOR RECOMMENDATION

The Mixed Use Standards and Master Development plan being considered under this rezoning amendment are consistent with the vision established under Planning Area #9 of the Central Clovis Specific Plan and encourage and integrate with future development within this plan area. Thus, staff recommends approval of this application.

ACTIONS FOLLOWING APPROVAL

Staff will evaluate future development projects based upon the development standards and masterplan approved under this action.

NOTICE OF HEARING

Property owners within 600 feet notified: 212
Interested individuals notified: 10

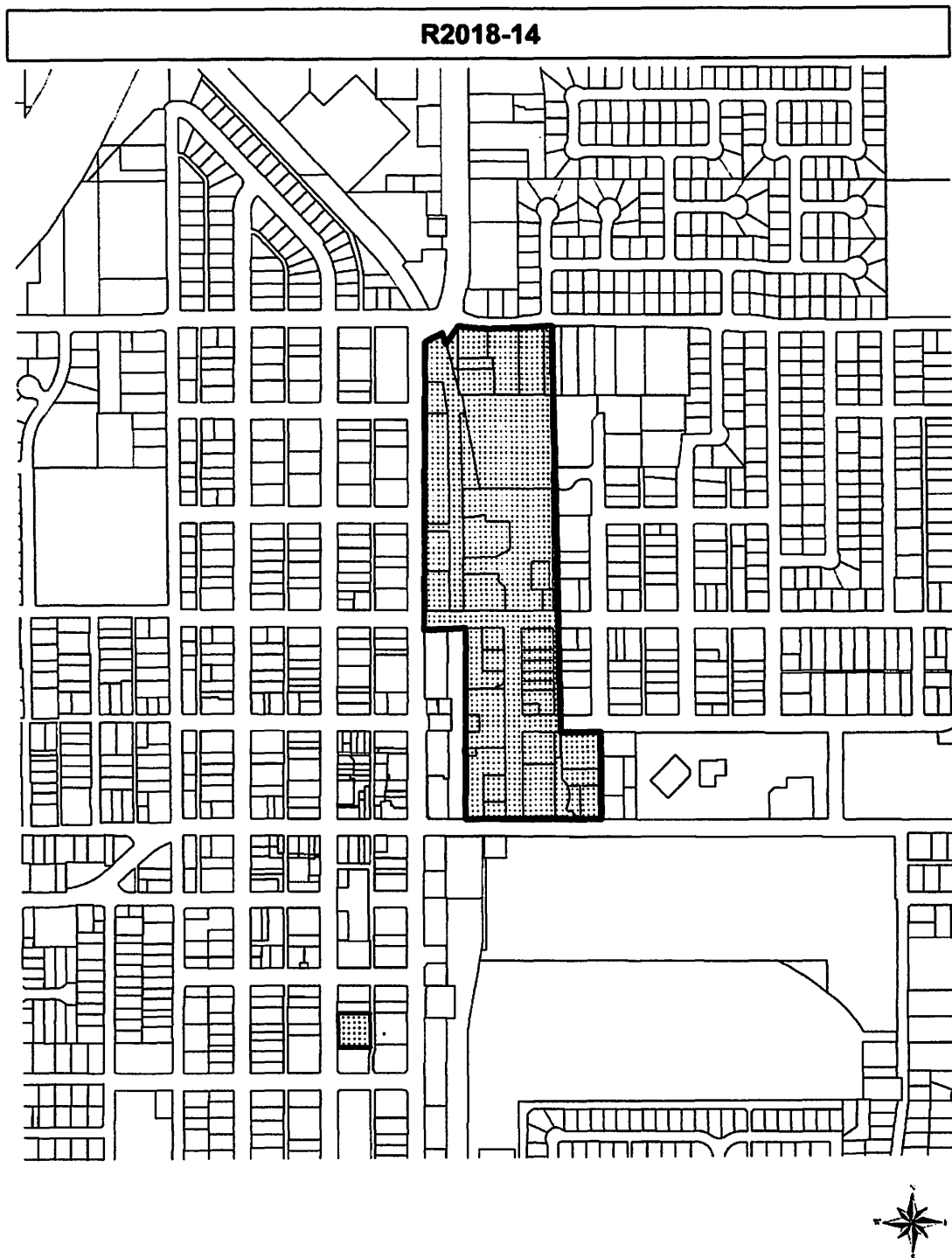
Prepared by: Dwight Kroll, PDS Director

Submitted by:



Dwight Kroll
Director of Planning and
Development Services

FIGURE 1
PROJECT LOCATION MAP



MIXED USE ZONE DISTRICT MATRIX

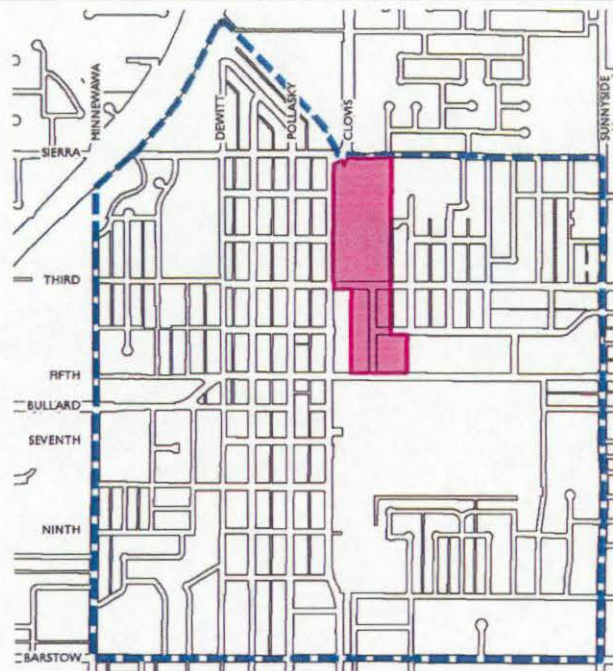





RESIDENTIAL LAND USE		LAND USE / PRODUCT		DEVELOPMENT STANDARDS		IMAGERY / PRODUCT SITE PLAN PROTOTYPE	
KEY MAP		L-D (Landmark District)	STANDARD	NOTES		ARCHITECTURE	
		DESIGNATION					
		Planning Area		9			
		Zone District		M-U			
		GP Density Range		15.0+25 du/ac	Residential not to exceed 50% of Planning Area		
		Dwelling Units			Subject to Site Plan Review approval.		
		Land Use		See permitted uses.			
		BUILDING INTENSITY					
		Minimum Lot Area		None			
		Minimum Lot Width		None			
		Minimum Lot Depth		None			
Maximum Coverage		None					
Maximum Height		50 ft./4 stories	Additional Floors are allowable with a Conditional Use Permit.				
Curved/Cul-de-sac/Corner Lot		None					
BUILDING SETBACKS						  	
Front Yard		None	Established through Mixed Use Zone District master plan.				
Side Yard (Interior)		None	Established through Mixed Use Zone District master plan.				
Corner Lot/Reversed Corner Lot		None	Established through Mixed Use Zone District master plan.				
Rear Yard		None					
GARAGES/STREETS/PARKING							
Sidewalks			Established through Mixed Use Zone District master plan.				
Parking		Off Street Parking	Established through Mixed Use Zone District master plan.				
		Within PBIA (Parking Business Improvement Area)	None required when participating with PBIA requirements. (see page I.8)				
Streets			Established through Mixed Use Zone District master plan.				
On-Street Parking			Established through Mixed Use Zone District master plan.				
SECONDARY USES							
Outdoor Activities							
Sidewalk Dining and Merchandising							
Building Mounted Signs (including fascia, window and canopy mounted signs)			Established through Site Plan Review				
Pedestrian Oriented Signs						<p>The Imagery conveys samples of the architectural character intended for these neighborhoods.</p>	
LAND USE TOTAL AREA							
28.60 acres							
DESCRIPTION							
<p>The Landmark District is an area of historic significance representing the railroad and lumber industry that catalyzed Clovis and contains active community serving uses with an opportunity for transit oriented residential development. Predominant uses include public facilities such as a library, senior center, transit center and a community museum. Secondary uses include residential and ancillary supportive commercial. This site is a major community attractor to "Old Town" and requires a defining and comprehensive architectural style built upon the railroad, lumber and agricultural warehousing industries as well as contemporary architecture. Development design shall incorporate the "Old Town" trail and transit center as pivotal transportation opportunities. Parcels without street frontage may be created prior to the adoption of an M-U (Mixed Use) Zone District by the City of Clovis. The Third Street/Veterans Parkway round-a-bout shall serve as the central focal point for this mixed use area. All land uses shall be "viewable" from this intersection. This site shall be known as "Landmark Commons" with identification at the round-a-bout. Sub areas of this districts should be identified by historic/authentic names.</p>							
PERMITTED USES						<p>The Imagery conveys samples of the architectural character intended for these neighborhoods.</p>	
General Land Uses include;							
❖ Public Facilities							
❖ Supportive commercial							
❖ Residential not to exceed 50% of the site							

EXHIBIT "A" LANDMARK DISTRICT DEVELOPMENT STANDARDS



Exhibit "B"
Landmark Commons Master Development Plan

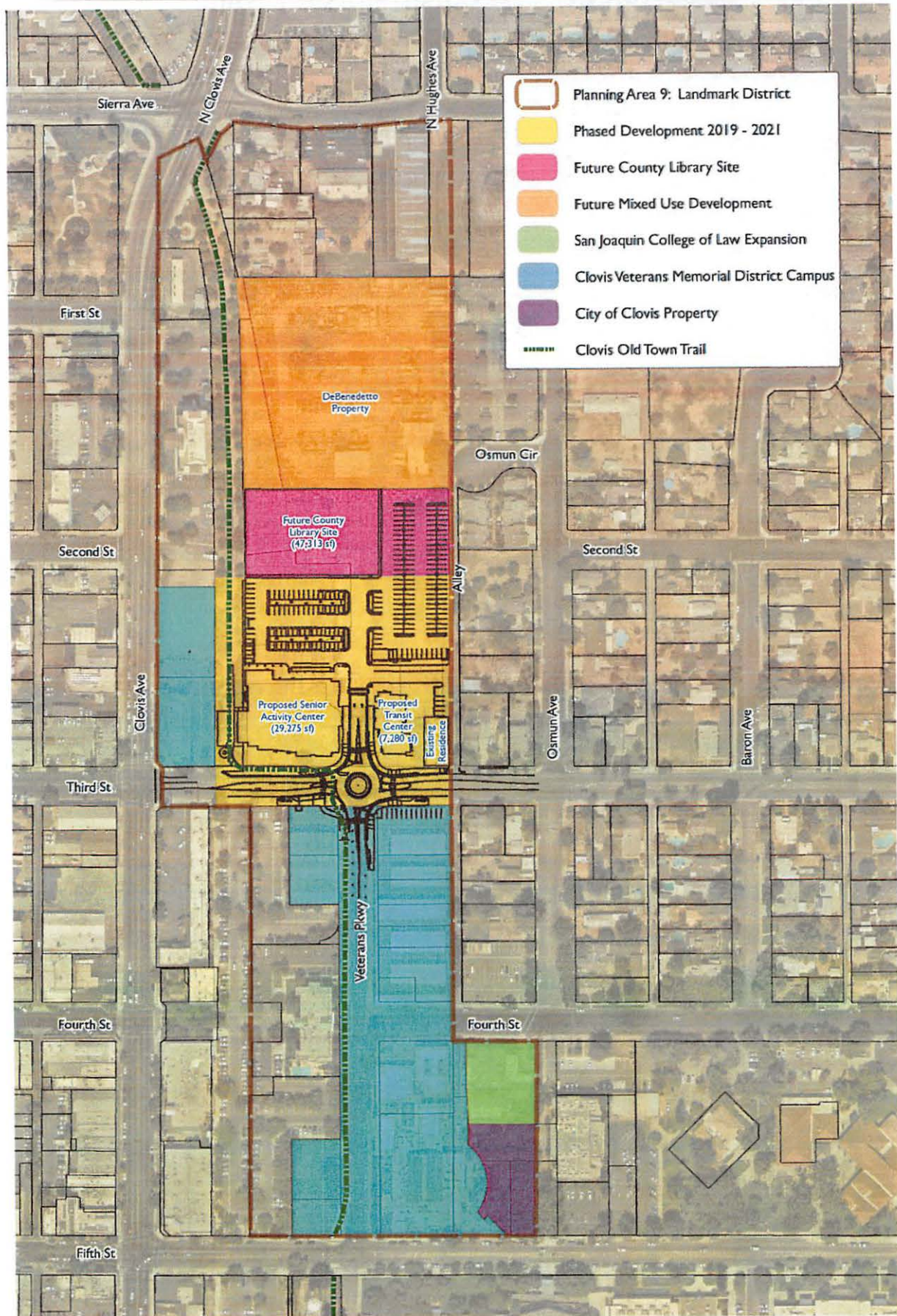


Exhibit "C"

Form, Image, Opportunities and Constraints Diagram





Exhibit "D"

Central Landmark Commons Node Concept.

ATTACHMENT 1

DRAFT ORDINANCE 19-____

AN ORDINANCE AMENDING AND CHANGING THE OFFICIAL ZONE MAP OF THE CITY OF CLOVIS IN ACCORDANCE WITH SECTIONS 9.08.020 AND 9.86.010 OF THE CLOVIS MUNICIPAL CODE TO APPLY DEVELOPMENT STANDARDS TO AN EXISTING M-U (MIXED USE) ZONE DISTRICT FOR 28.6 ACRES OF PROPERTY GENERALLY LOCATED BETWEEN SIERRA AVENUE AND FIFTH STREET ALONG THE VETERANS PARKWAY ALIGNMENT (PLANNING AREA #9) OF THE CENTRAL CLOVIS SPECIFIC PLAN AND CONFIRMING ENVIRONMENTAL FINDINGS

LEGAL DESCRIPTION:

See the attached Exhibit "One."

WHEREAS, The City of Clovis has applied for an amendment to an existing M-U (Mixed Use) Zone District; and

WHEREAS, this is a request to apply development standards to an existing M-U (Mixed Use) Zone District for 28.6 acres of property generally located between Sierra Avenue and Fifth Street along the Veterans Parkway alignment (Planning Area #9) of the Central Specific Plan, in the City of Clovis, County of Fresno, California; and

WHEREAS, the Planning Commission held a noticed Public Hearing on January 24, 2019, to consider the Project Approval, at which time interested persons were given opportunity to comment on the Project; and

WHEREAS, the Planning Commission recommended that the Council approve Rezone R2018-14; and

WHEREAS, the Planning Commission's recommendations were forwarded to the City Council for consideration; and

WHEREAS, a public notice was published in the Business Journal on January 30, 2019; and

WHEREAS, the City Council does find that R2018-14 is in substantial compliance with the environmental impact report adopted by Council on October 8, 2019; and

WHEREAS, the City Council held a noticed public hearing on February 11, 2019, to consider the approval of Rezone R2018-14; and

WHEREAS, on February 11, 2019, the City Council considered testimony and information received at the public hearing and the oral and written reports from City staff, as well as other documents contained in the record of proceedings relating to Rezone R2018-14, which are maintained at the offices of the City of Clovis Planning and Development Services Department; and

WHEREAS, the City Council has evaluated and considered all comments, written and oral, received from persons who reviewed Rezone R2018-14, or otherwise commented on the Project; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLOVIS DOES ORDAIN AS FOLLOWS:

SECTION 1: FINDINGS. The Council finds as follows:

1. That the proposed amendment is consistent with the goals, policies, and actions of the

General Plan; and

2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.
3. The parcel is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested zoning designations and anticipated land uses/projects. (§ 2, Ord. 14-13, eff. October 8, 2014)
4. The Project is was evaluated with the environmental impact report adopted and certified by the City Council on July 9, 2018, (State Clearinghouse Certification No. 2017041010).

SECTION 2: The Official Map of the City is amended in accordance with Sections 9.08.020 and 9.86.010 of the Clovis Municipal Code by reclassification of certain land in the City of Clovis, County of Fresno, State of California, to wit:

The Clovis Planning Commission does recommend approval of Rezone R2018-14 subject to;

Exhibit "A" - Mixed Use Standards, and,
Exhibit "B" - Master Development Plan

SECTION 3: This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

SECTION 4: The record of proceedings is contained in the Planning and Development Services Department, located at 1033 Fifth Street, Clovis, California 93612, and the custodian of record is the City Planner.

APPROVED: February 11, 2019

Mayor

City Clerk

* * * * *

The foregoing Ordinance was introduced at a regular meeting of the City Council held on February 11, 2019, and was adopted at a regular meeting of said Council held on _____, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

City Clerk

PUBLIC COMMENTS

LETTER TO THE CITY

WANGER JONES HELSLEY PC
ATTORNEYS

OLIVER W. WANGER
TIMOTHY JONES*
MICHAEL S. HELSLEY
PATRICK D. TOOLE
SCOTT D. LAIRD
JOHN P. KINSEY
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* Also admitted in Washington
** Of Counsel
*** Of Counsel/Also admitted in
Idaho
**** Also admitted in Wisconsin

January 8, 2019

Via E-Mail & U.S. Mail

Renee Mathis
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Re: DeBenedetto Properties / Landmark Commons

Dear Ms. Mathis:

We are litigation counsel for DeBenedetto Properties, LP, a California limited partnership ("DB") in connection with this matter. In lieu of attending the Public Information Meeting on the Landmark Commons Project, which is scheduled for January 10, 2019 at 6 p.m., please accept these written remarks on behalf of my client. Please see that these remarks are incorporated into the official file for this matter and that said file reflects my client's ongoing and strenuous objection to the City of Clovis' proposed site plan for the Landmark Commons Project (the "Project"). The bases for said opposition follows.

Background

In December of 2014, the City of Clovis (the "City") acquired approximately 5.7 acres of property at 755 Third Street from the Tweeds for \$2,850,000. The purpose of the acquisition was to pave the way for the development of the Project, which would include a Transit Center and a Senior Center for the City along with a Fresno County library branch. Planners for the City trumpeted the project as part of a larger plan to create a "district" that would tie together the Government Center, the Veteran's Memorial, and the new project.

DB owns a parcel which is approximately 5 acres in size located at 849 Osmun Circle, which is immediately to the North of the Project. While the property is currently being used for industrial purposes, DB has for a number of years been engaged in extended discussions with City personnel, including Messrs. Haussler and Kroll, about DB's plans to develop its property into a mixed-use project including multi-family units. City personnel have enthusiastically received DB's proposals, especially since the project would constitute valuable infill development and help meet the City's goal of adding multi-family housing in the City's core.

At the time the City Council approved acquisition of the Tweed property, the Council was shown a video depicting what would become the Landmark Commons property. The video was consistent with depictions that City personnel had shared with DB. Screen shots of pertinent portions of the video are enclosed herewith as Exhibit "A" for reference. You will note that the City's plan for the project included, among other things, an extension of Veteran's Parkway North into the Project, access to the Project via a Second Street extension from Clovis Avenue (under the Fresno-Clovis Rail Trail [the "Trail"]), and an unimpeded visual corridor from Third Street past the Senior Center, Transit Center, and library branch to the DB property. The depiction of the Project in the video to the City Council was also consistent with plans shared by City personnel with DB.

As part of the discussions between the City and DB, the City noted that boundary of the Tweed property at the Northwest corner featured a triangular-shaped peninsula which abutted both the DB Property and the Trail. The City convinced DB to enter into a Property Exchange Agreement by which the City exchanged the triangular peninsula of land at the Northwest corner of the Tweed property with a generally rectangular-shaped parcel along the South edge of the DB property. The net effect of this exchange was for the Northern border of the Tweed property to move some 40' North, adding additional property for the Landmark Commons project, while also allowing DB to "square off" the Western edge of its property and to connect the entire Western edge of the DB parcel to the Trail. The Property Exchange Agreement also included reciprocal access for DB to the Project, which was designed to allow future users of the DB property to access it from the West from Clovis Avenue via a Second Street extension to the Project and from the South via the extension of Veteran's Parkway to Landmark Commons rather than via the current access through the residential area on Osmun Circle.

In determining to enter into the Property Exchange Agreement, DB relied heavily on the City's numerous depictions of the Project and the access that the Project (and, by virtue of the reciprocal access agreement, DB) would have to Clovis Avenue to the West and Third Street to the South. This physical access was critical to DB because its property has no access from the North, would otherwise have no access from the South or West, and because access to the East might draw objections from the City or the neighbors should the use of DB's property transition, as planned, from industrial with a moderate daily trip count to a more intensive use for a mixed-use, multi-family project.

Also critical to DB's decision to enter into the Property Exchange Agreement were the City's continued depictions of the Project having an unimpeded visual corridor between Third Street and the DB property. Enclosed herewith as Exhibit "B" are copies of the depictions of the Project shown by the City to DB both before and after the Property Exchange Agreement was executed.

The Property Exchange Agreement itself includes a depiction of the Landmark Commons project as it relates to the DB property. See Attachment 6, a copy of which is enclosed herewith as Exhibit "C". Attachment 6 is the proposed Site Plan for the Project and it shows both the Senior Center and the library branch on the West side of the City's property. It also shows what would be an otherwise unobstructed view North from Third Street to the DB property and access to the City's property across the Trail via an extension of Second Street from Clovis Avenue.

Section 2.G of the Property Exchange Agreement states:

Exhibit 6 [sic – means Attachment 6] represents tentative locations for the Utility Stubs and Conduits. Exhibit 6 is not a final site or design plan of City improvements and the exact location of the Utility Stubs and Conduits may change if the project goes through a public review and design process.

The City, which drafted the agreement, specifically qualified the potential changes to the Site Plan as being related to the location of the Utility Stubs and Conduits only. In other words, had the City intended to say that the locations of the buildings might change, or that access would be subject to change, such language would have been included. DB relied on Attachment 6, along with the prior and contemporaneous representations of the City and depictions shown to the City Council and DB, in entering into the Property Exchange Agreement.

The Problem

The City has since substantially revised the Site Plan as shown in Attachment 6 and is now proposing a Project which would not only have no access from Clovis Avenue but would also visually obstruct the view of DB's property from Third Street.

In discussions with City personnel, DB has learned that the current design of the Project, which includes access only at Veteran's Parkway and which depicts the library branch completely obscuring DB's property from Third Street, has been driven largely by the wishes of the representatives from the County. However, the City, as the property owner and the lead agency approving the Project, has the responsibility to ensure that the Project meets all applicable rules and guidelines and complies with the City's representations to DB. The present design, if constructed, would substantially damage DB by limiting both the physical and visual access to its property and by rendering its reciprocal access meaningless. Moreover, the site plan as proposed has poor circulation, parking, and would create a Project with a piecemeal look and feel, rather than the cohesive design advocated by the City.

The Possible Solution

We understand that the City's personnel believe that a site plan which more closely conforms to Attachment 6 would not only be more aesthetically pleasing but also offer significant advantages in terms of project organization and use of the Senior Center and Transit Center. We also believe that a site plan which places the library branch on the West side of the City parcel and which directs traffic North from Veteran's Parkway generally through the middle of the City's parcel, as show on Attachment 6, will maximize traffic flow within the project, mitigate parking issues, alleviate congestion on Third Street and Clovis Avenue, and result in a Project which is much more in line with creating a cohesive "district" in the area of the Project, Veteran's Hall, and the DB property.

DB seeks only what it was promised by the City in numerous meetings and in the Property Exchange Agreement: access to the Project via the extension of Second Street to Clovis Avenue on the West and an unimpeded visual corridor from Third Street going North from Veteran's Parkway through the Project to the DB property.

DB very much appreciates the dialog which it has had with City staff and wishes that what it views as a cooperative relationship with the City will continue. DB looks forward to the successful development of the Project and the DB property. The symbiotic relationship of these two properties offers numerous value-add propositions for the City and its residents and visitors. But DB cannot stand idly by while the basic premises of its entry into the Property Exchange Agreement are discarded. **Rescission of the Property Exchange Agreement, if that is what is necessary, will result in the Northern 40' of the City's property reverting to DB. This will further necessitate redesign of the Project, downsizing the land available to the City, and cause otherwise unnecessary further delay and costs to all parties.**

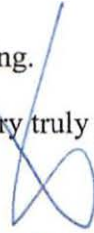
We are glad to meet with you and/or you and the County representatives to address DB's concerns regarding the Project and to explore how a mutually-beneficial solution to this very serious problem may be achieved.

In the meantime, this letter will document my client's ongoing objection to the site plan for the Project which is being proposed and which will be discussed during the upcoming public information meeting.

Renee Mathis
City of Clovis
January 8, 2019
Page 5

Thank you for your consideration of the foregoing.

Very truly yours,



Kurt F. Vote
WANGER JONES HELSLEY PC

KFV/kad

Enclosures

LETTER TO THE COUNTY

WANGER JONES HELSLEY PC
ATTORNEYS

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February 5, 2019

Via U.S. Mail

County of Fresno
Attn: Bernard Jimenez
Public Works and Planning
2220 Tulare St., 6th Floor
Fresno, CA 93721

Re: DeBenedetto Properties / Landmark Commons

Dear Mr. Jimenez:

We are litigation counsel for DeBenedetto Properties, LP, a California limited partnership ("DB") in connection with this matter. I am sending this letter to you pursuant to the direction I received via e-mail on February 1, 2019 from Mr. Bath.

Background

In December of 2014, the City of Clovis (the "City") acquired approximately 5.7 acres of property at 755 Third Street from the Tweeds for \$2,850,000. The purpose of the acquisition was to pave the way for the development of the Project, which would include a Transit Center and a Senior Center for the City along with a Fresno County library branch. Planners for the City trumpeted the project as part of a larger plan to create a "district" that would tie together the Government Center, the Veteran's Memorial, and the new project.

DB owns a parcel which is approximately 5 acres in size located at 849 Osmun Circle, which is immediately to the North of the Project. While the property is currently being used for industrial purposes, DB has for a number of years been engaged in extended discussions with City personnel, including Messrs. Haussler and Kroll, about DB's plans to develop its property into a mixed-use project including multi-family units. City personnel have enthusiastically received DB's proposals, especially since the project would constitute valuable infill development and help meet the City's goal of adding multi-family housing in the City's core.

At the time the City Council approved acquisition of the Tweed property, the Council was shown a video depicting what would become the Landmark Commons property. The video was consistent with depictions that City personnel had shared with DB. Screen shots of pertinent portions of the video are enclosed herewith as Exhibit "A" for reference. You will note that the City's plan for the project included, among other things, an extension of Veteran's Parkway North into the Project, access to the Project via a Second Street extension from Clovis Avenue (under the Fresno-Clovis Rail Trail [the "Trail"]), and an unimpeded visual corridor from Third Street past the Senior Center, Transit Center, and library branch to the DB property. The depiction of the Project in the video to the City Council was also consistent with plans shared by City personnel with DB.

As part of the discussions between the City and DB, the City noted that boundary of the Tweed property at the Northwest corner featured a triangular-shaped peninsula which abutted both the DB Property and the Trail. The City convinced DB to enter into a Property Exchange Agreement by which the City exchanged the triangular peninsula of land at the Northwest corner of the Tweed property with a generally rectangular-shaped parcel along the South edge of the DB property. The net effect of this exchange was for the Northern border of the Tweed property to move some 40' North, adding additional property for the Landmark Commons project, while also allowing DB to "square off" the Western edge of its property and to connect the entire Western edge of the DB parcel to the Trail. The additional 40' of property on the North end of the City's parcel has been identified as the location at which the County intends to construct a new branch library. The Property Exchange Agreement also included reciprocal access for DB to the Project, which was designed to allow future users of the DB property to access it from the West from Clovis Avenue via a Second Street extension to the Project and from the South via the extension of Veteran's Parkway to Landmark Commons rather than via the current access through the residential area on Osmun Circle.

In determining to enter into the Property Exchange Agreement, DB relied heavily on the City's numerous depictions of the Project and the access that the Project (and, by virtue of the reciprocal access agreement, DB) would have to Clovis Avenue to the West and Third Street to the South. This physical access was critical to DB because its property has no access from the North, would otherwise have no access from the South or West, and because access to the East might draw objections from the City or the neighbors should the use of DB's property transition, as planned, from industrial with a moderate daily trip count to a more intensive use for a mixed-use, multi-family project.

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The Problem

The City has since substantially revised the Site Plan as shown in Attachment 6 and is now proposing a Project which would not only have no access from Clovis Avenue but would also give the County the ability to visually obstruct the view of DB's property from Third Street.

Wholly separate and apart from the issues related to the Property Exchange Agreement, any obstruction of the visual corridor between the intersection of Veteran's Parkway and Third Street and the DB property would also be a violation of the Development Standards which the Planning Commission of the City of Clovis unanimously adopted on January 24, 2019 for the Mixed-Use Zone District that includes the Project site.

In discussions with City personnel, DB has learned that the current design of the Project, which includes access only at Veteran's Parkway and which depicts the library branch completely obscuring DB's property from Third Street, has been driven largely by the wishes of the representatives from the County. However, the City, as the property owner and the lead agency

County of Fresno
Attn: Bernard Jimenez
Public Works and Planning
February 5, 2019
Page 4

approving the Project, has the responsibility to ensure that the Project meets all applicable rules and guidelines and complies with the City's representations to DB.

The present design, if constructed, would substantially damage DB by limiting both the physical and visual access to its property and by rendering its reciprocal access meaningless. Moreover, the site plan as proposed has poor circulation, parking, and would create a Project with a piecemeal look and feel, rather than the cohesive design advocated by the City.

We are very interested in reviewing the County's proposed plan for the library branch, especially the size of the building and its placement on the Project parcel.

The Possible Solution

We understand that the City's personnel believe that a site plan which more closely conforms to Attachment 6 would not only be more aesthetically pleasing but also offer significant advantages in terms of project organization and use of the Senior Center and Transit Center. We also believe that a site plan which places the library branch on the West side of the City parcel and which directs traffic North from Veteran's Parkway generally through the middle of the City's parcel, as show on Attachment 6, will maximize traffic flow within the project, mitigate parking issues, alleviate congestion on Third Street and Clovis Avenue, and result in a Project which is much more in line with creating a cohesive "district" in the area of the Project, Veteran's Hall, and the DB property.

DB seeks only what it was promised by the City in numerous meetings and in the Property Exchange Agreement: access to the Project via the extension of Second Street to Clovis Avenue on the West and an unimpeded visual corridor from Third Street going North from Veteran's Parkway through the Project to the DB property.

DB also seeks what is required by the Development Standards for the Mixed-Use Zone District that includes the Project site which the Planning Commission of the City of Clovis unanimously adopted on January 24, 2019: an unobstructed visual corridor between the intersection of Veteran's Parkway and Third Street and the DB property.

We are disappointed that the County did not wish to meet with us without first getting a copy of this extended letter. DB very much appreciates the dialog which it has had with City staff and wishes that what it views as a cooperative relationship with the City will continue. My client also hopes that its dialogue with the County can be productive. DB looks forward to the successful development of the Project and the DB property. The symbiotic relationship of these two properties offers numerous value-add propositions for the City, County, and their residents. But DB cannot stand idly by while the basic premises of its entry into the Property Exchange Agreement are discarded and the Development Standards are ignored. **Rescission of the Property Exchange Agreement, if that is what is necessary, will result in the Northern 40' of the City's property reverting to DB. This will further necessitate redesign of the Project,**

County of Fresno
Attn: Bernard Jimenez
Public Works and Planning
February 5, 2019
Page 5

downsizing the land available to the City and County, and cause otherwise unnecessary further delay and costs to all parties.

We are glad to meet with you and/or you and the City representatives to address DB's concerns regarding the Project and to explore how a mutually-beneficial solution to this very serious problem may be achieved.

Thank you for your consideration of the foregoing.

Very truly yours,



Kurt F. Vote
WANGER JONES HELSLEY PC

KFV/kad

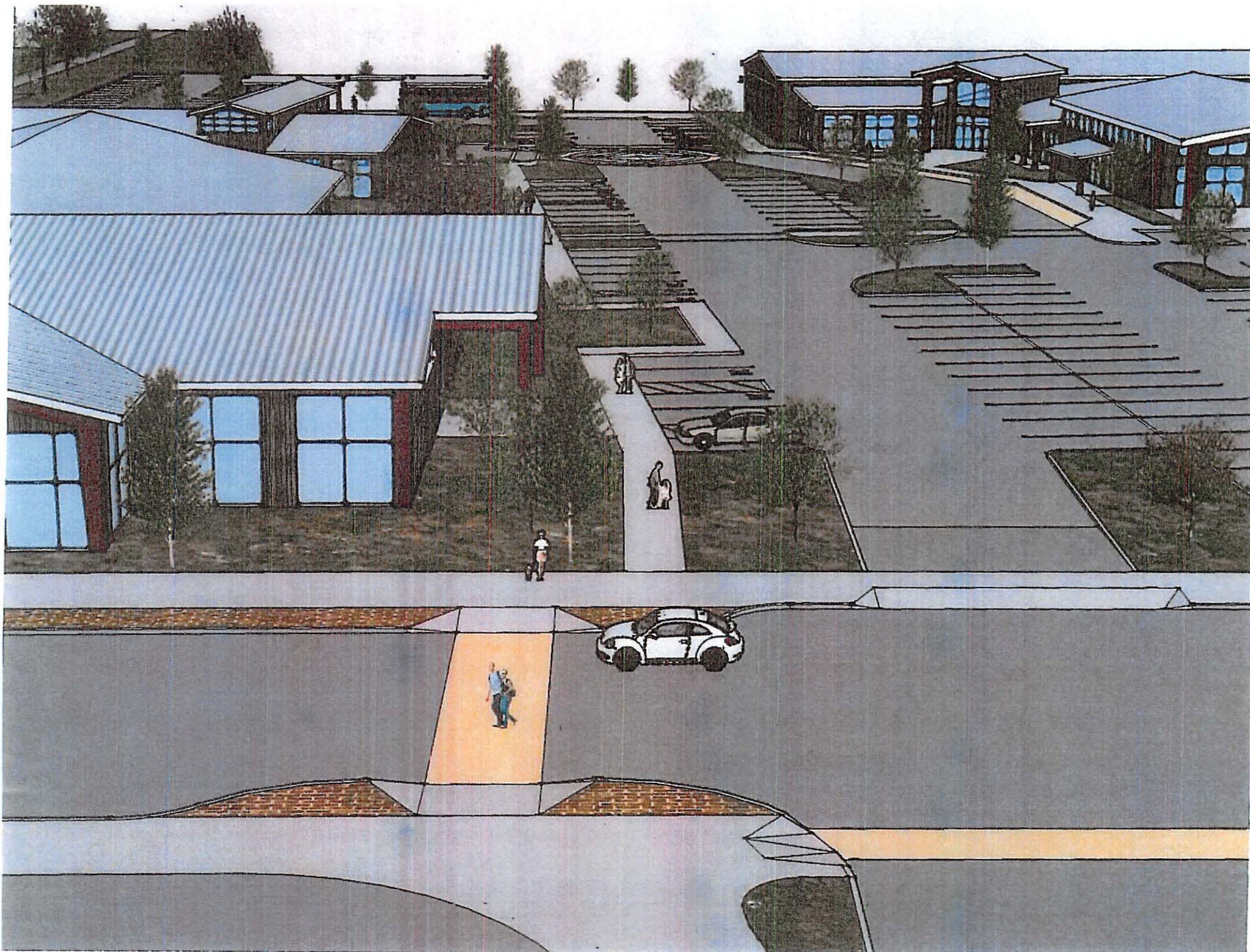
Enclosures

cc: Dwight Kroll
City of Clovis

Lindsay Beavers
Deputy County Counsel

(cc's via e-mail w/ enclosures)

EXHIBIT "A"







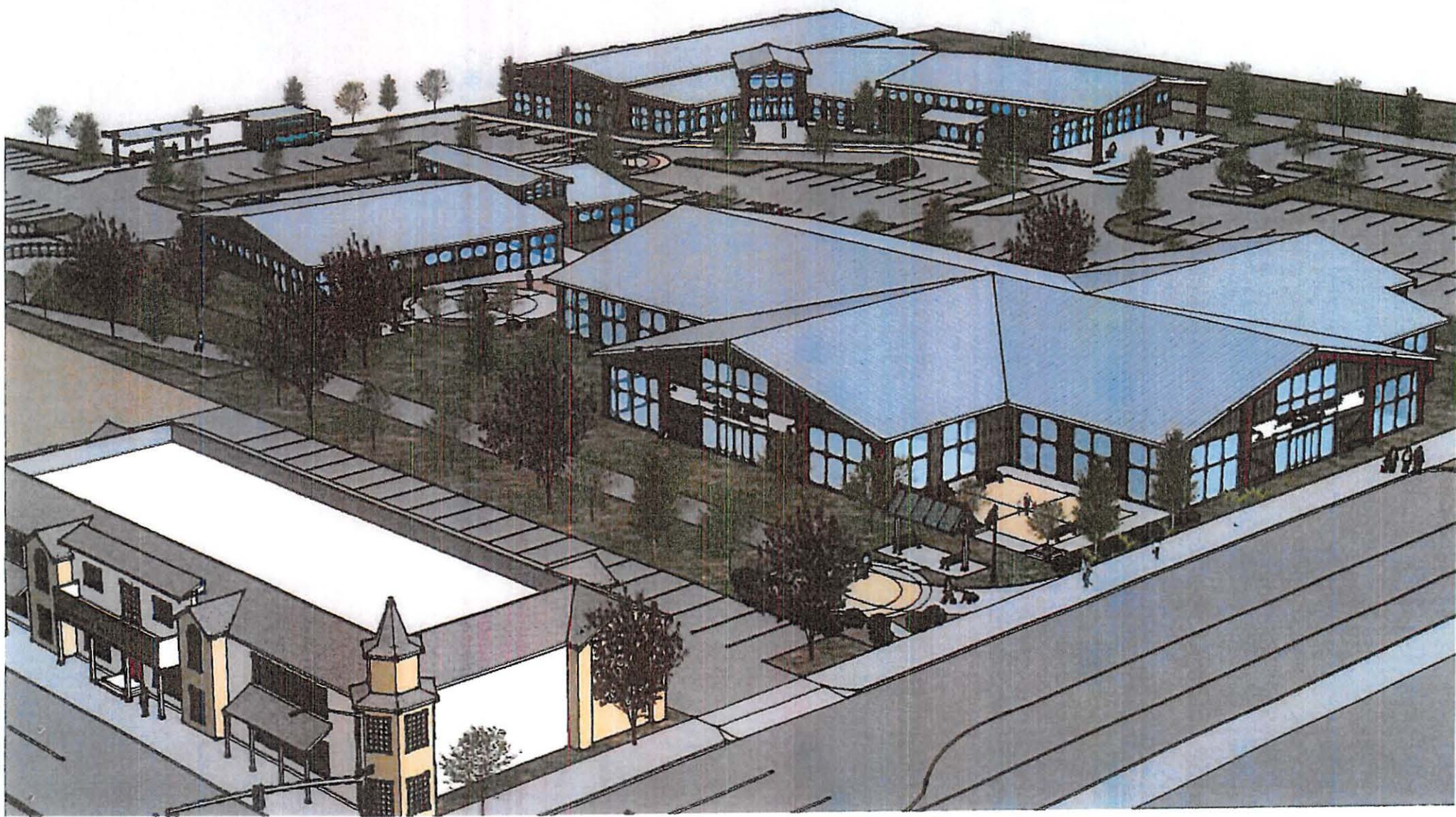
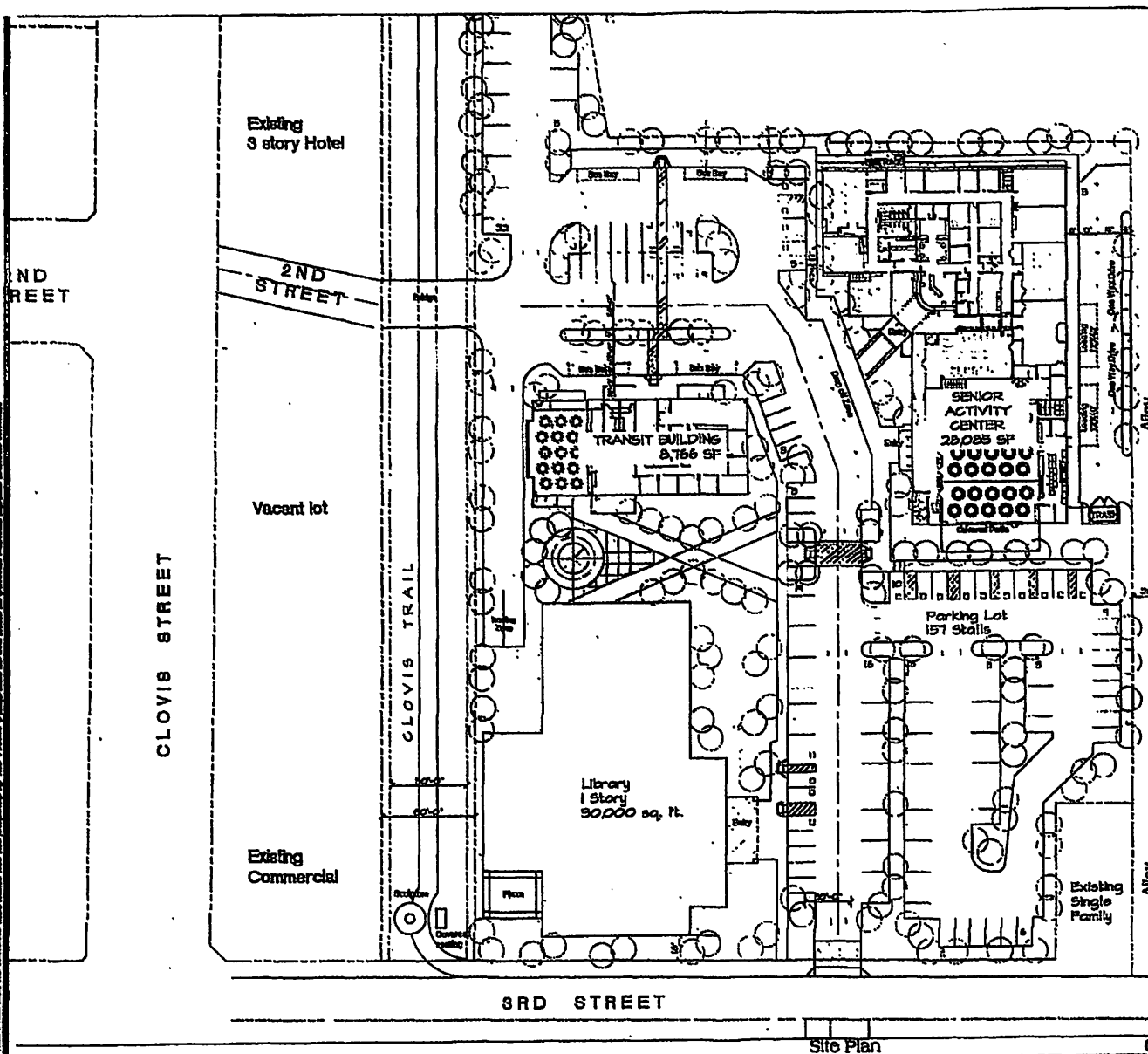


EXHIBIT "B"

This sheet and its contents and those on the contents of this sheet shall be governed by the provisions of the contract.



Project Information	
Use:	Senior Center, Transit building & Library
Client:	City of Clovis 303 USA Drive Clovis, CA 93223
Address:	303 USA Drive Clovis, CA 93223
A.R.M. uses:	
Number of Stories:	1 story building
Building Occupancy:	ADA-A
Construction Type:	V/Specialist
Building Area:	sq. ft.
Site Area:	47-348,342 sq. ft. - 47-39 sq. ft.
Building Area:	
Senior Activity Center:	= 28,085 sq. ft.
Transit building:	= 8,766 sq. ft.
Library:	= 90,000 sq. ft.
Total:	= 126,851 sq. ft.
Parking Provided:	
ADA Accessible stalls:	22
Standard stalls:	135
Total Parking:	157 stalls



AI.1

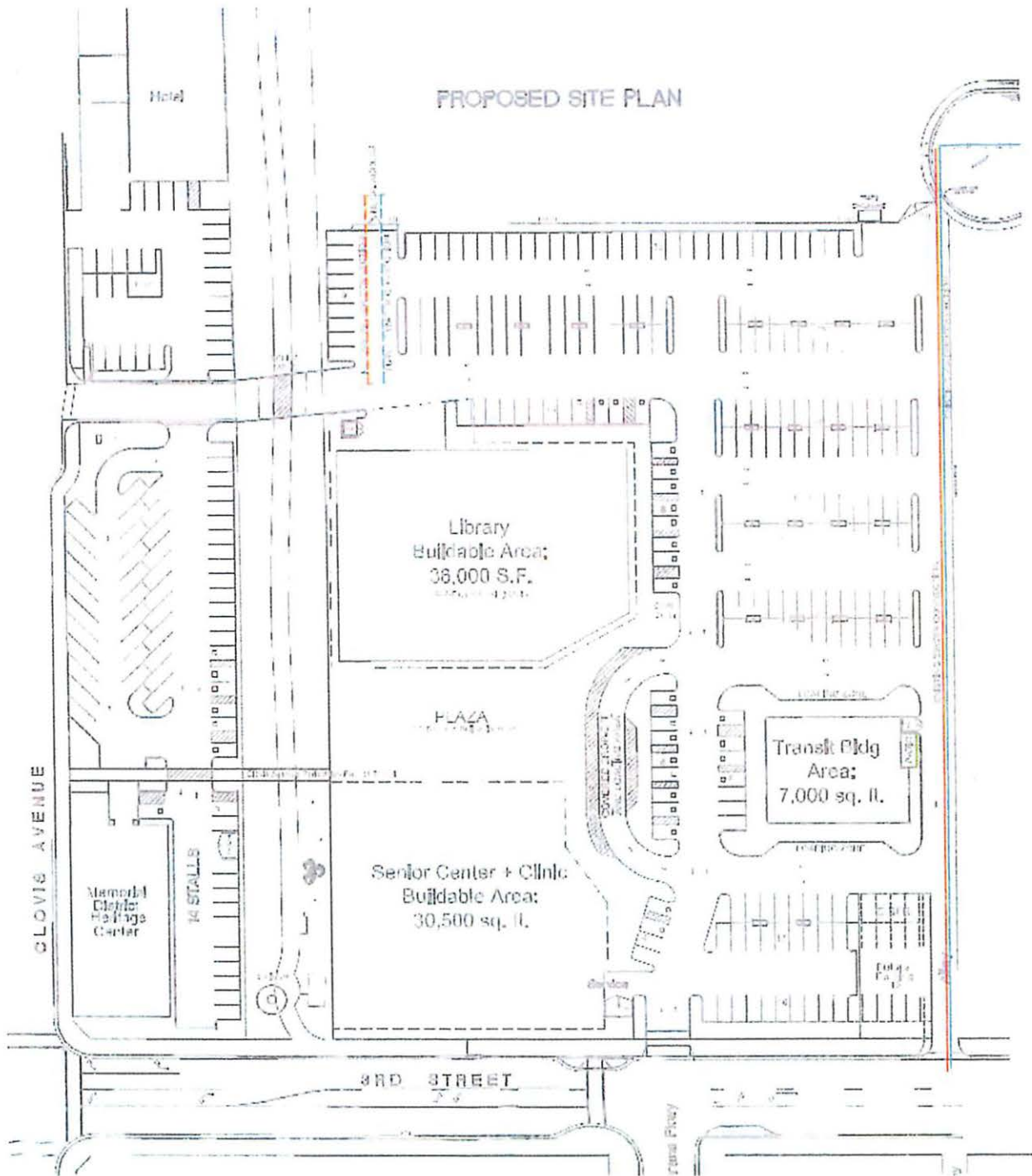
Site Plan

City of Clovis Senior Activity Center

Architectural and Planning - www.vernalgroupplan.com - 505.858.1234 thevernalgroupplan.com THE VERNAL GROUP 1038 E. 10TH AVE. PASADENA, CA 91106 - PH: (626) 792-4400 - FAX: (626) 792-4475



EXHIBIT “C”





AGENDA ITEM NO: **12**

City Manager: *[Signature]*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: February 11, 2019

SUBJECT: Consider Approval, Res. 19-____, SPR2018-02, A request to approve a site plan review for a proposed public facility, including a senior activity center, transit facility, health care clinic, and future pad for Fresno County Library on property located on the north side of Third Street at Veteran's Parkway. City of Clovis, owner/applicant.

ATTACHMENTS: (A) Conditions of Approval
(B) Draft Resolution
(C) Planning Commission Minutes
(D) Site Plan
(E) Floor Plans
(F) Exterior Elevation Renderings

CONFLICT OF INTEREST

None

RECOMMENDATION

Planning Commission and staff recommend that the City Council approve SPR2018-02, subject to the conditions of approval (Attachment A).

EXECUTIVE SUMMARY

The City of Clovis is proposing an expansion of the Clovis Civic Center to the property on the north side of Third Street at the Veteran's Parkway alignment. The Project includes the development of the Senior Activities Center, Transit Center, Health Clinic, and future County Library. Off-site improvements include reconstruction of Third Street with a round-about at Veteran's Parkway, trail improvements, and infrastructure extending to the properties to the north. This Project follows Rezone R2018-14, which establishes the development standards of Planning Area 9 (PA9) of the Central Clovis Specific Plan.

BACKGROUND

- General Plan Designation: Mixed Use
- Specific Plan Designation: Central Clovis Specific Plan (Mixed Use PA9)
- Existing Zoning: Mixed Use
- Lot Size: Approximately 5.7 acres
- Current Land Use: Vacant
- Adjacent Land Uses:
 - North: Construction Yard
 - South: Parking and Clovis Veteran's Memorial District
 - East: Single and Multiple-Family Residential
 - West: Clovis Veteran's Memorial District Facilities
- Previous Entitlements: R2018-14 (Mixed Use)

PROPOSAL AND ANALYSIS

Site and Circulation

The Project site is located on the north side of Third Street at the Veteran's Parkway alignment within Planning Area 9 (PA9) of the Central Clovis Specific Plan. The site is approximately 5.7 acres and will include the Senior Activity Center, Transit Center, St. Agnes Health Care Clinic, and future pad for the County library.

An entrance on Third Street provides the predominant vehicle access for the Project. The main drive enters the site at the Veteran's Parkway alignment and divides the senior center to the west and transit center to the east. The existing alley on the east side of the site will provide a secondary vehicle access with Osmun Avenue, at the northeast corner of the site, providing a third. The library will be located on the northwest corner with the Debenedetto property just to its north. Pedestrians have access around the site from Third Street, Osmun Avenue and the Old Town Trail.

The Senior Services Activity Center is proposed within a 29,275 square foot building at the southwest corner of the site. St. Agnes would locate a health clinic within the Senior Services Activity Center building with a separate entrance. The Old Town Trail runs directly along the west side and Third Street on the south.

The Transit Center is approximately 7,290 square feet and sits on the southeast corner of the site. This facility would provide administrative offices for staff as well as a transit stop, break area, and conference services for the transit operations.

The County library pad is located on the northwest corner of the site adjacent to the Old Town Trail. The County pad is approximately 47,000 square feet. The specific floor plan, and elevations are not complete at this time and would be processed as a site plan review

amendment, with approval from both the Planning Commission and City Council prior to permitting.

Parking

Parking for the three buildings will be located within the interior of the site. Approximately 189 stalls are proposed including 37 accessible stalls. Additional shared off-site parking is accommodated through agreements with the Veteran's Memorial Districts as they expand their parking facilities.

Architectural Design

The Project is located on the site of Clovis Lumber adjacent to the former railway. The elevations were developed by Paul Halajian Architects to emphasize the history of the site, utilizing delicate wood structural members, with wood and metal siding (see Figure A below). The barn shaped core of the Senior Services Activity Center pays respect to the former Clovis Lumber building. The metal roof material from Clovis Lumber is being repurposed as the exterior siding for both the senior and transit buildings.

The Senior Services Activity Center includes a covered open patio area that can be utilized as common space with the trail along Third Street or as a private patio for special events. The patio is integrated into the architectural design.



FIGURE 1 – SENIOR SERVICES ACTIVITY CENTER - SOUTH ELEVATION

Offsite Improvements

Modifications are required as part of the Project to mitigate traffic impacts on both Clovis Avenue and Third Street. A roundabout is proposed as a mitigation measure at the Third Street and Veteran's Parkway intersection. This roundabout has been designed to accommodate transit and truck traffic. Specific attention has been placed on the design to accommodate a safe pedestrian crossing by reducing the width of the street and adding

curves to slow traffic and provide a view corridor. Additional modifications are proposed to enhance the trail and landscaping both adjacent to the Project and along Third Street.

Phasing

The Project will be phased with the off-site work commencing first as soon as summer of 2019. Off-site work includes the roundabout, trail improvements, sewer, water, storm drains, street lighting, curbs, gutters, and sidewalks. Work is scheduled during summer when most students are on break. Staff will coordinate with the School District, Veteran's Memorial District, College of Law, Old town Merchants and others impacted by the street work. Additionally, an alternate route will be provided for the Old Town Trail during construction within the trail area.

The second phase will include on-site work for the Senior Services Activity Center and Transit buildings, parking areas, and alley improvements. The County Library site plan review approval will follow; however, it could likely be on the same construction schedule.

Community Outreach Meeting

Staff held a public outreach meeting on Thursday, January 10, 2019, to allow the surrounding property owners as well as interested community members to view and comment on the Project. Approximately 30 people attended as well as City and County staff. Comments during the meeting revolved around traffic and noise impacts, parking, sidewalks on Third Street, and pedestrian access.

During the meeting, the County of Fresno presented their building design to the public for the first time. The County will be conducting additional public outreach to refine their design prior to submitting a site plan review.

Planning Commission Comments

The Clovis Planning Commission considered the site plan review at their January 24, 2019, meeting. Mr. Kurt Vote, representative for the Debenedetto family, spoke in favor of the relocation of the Senior Services Activities Center, Transit Center and Library; however, he expressed opposition to the recommended site plan due to cited conflicts with the land swap agreement between the City and the Debenedetto family (lack of Second Street access and open view corridor from Veteran's Parkway). Ms. Cora Shipley also spoke citing concerns with the lack of Second Street access as well as the roundabout. Ms. Shipley asked to consider an alternative to the roundabout.

After testimony, the Planning Commission stated that they understood the challenges with traffic and recognized that the recommended site plan and traffic plan were the best options, therefore approving the SPR2018-02, by a vote of 4-0-1 with Chair Hatcher absent.

California Environmental Quality Act (CEQA)

This Project was evaluated under a Focused Environmental Impact Report (EIR) adopted and certified by the City Council on July 9, 2018, (State Clearinghouse Certification No. 2017041010). No major revisions will be required with the adopted Focused EIR to accommodate the proposed project, therefore, subject to CEQA Sections 15162 and 15182 no further environmental review is required for this project. The Focused EIR can be viewed at the following link: <https://cityofclovis.com/planning-and-development/planning/ceqa/>.

The City published a notice of this public hearing in *The Business Journal* on Wednesday, January 30, 2019.

FISCAL IMPACT

The overall project budget is supported by the financial partnerships and grants that have been developed and is within the availability of General Fund revenues. It is expected the overall project will cost approximately \$18,900,000. The General Fund portion of this is \$11,600,000 with a portion of the expense being offset by ongoing revenues from Saint Agnes Medical Center leasing a portion of the Senior Center. A budget amendment will be required before awarding construction contracts and will be brought to City Council for consideration.

REASON FOR RECOMMENDATION

The Project is consistent with the Clovis General Plan, Development Code and Central Clovis Specific Plan, and provides the community with expanded services for the Senior Activity Center, Transit Center, St. Agnes, and the County Library. Development of the site also moves toward completion of underutilized property within the Old Town area. Staff therefore recommends that the Planning Commission approve Site Plan Review SPR2018-02, subject to the conditions of approval listed as Attachment A.

ACTIONS FOLLOWING APPROVAL

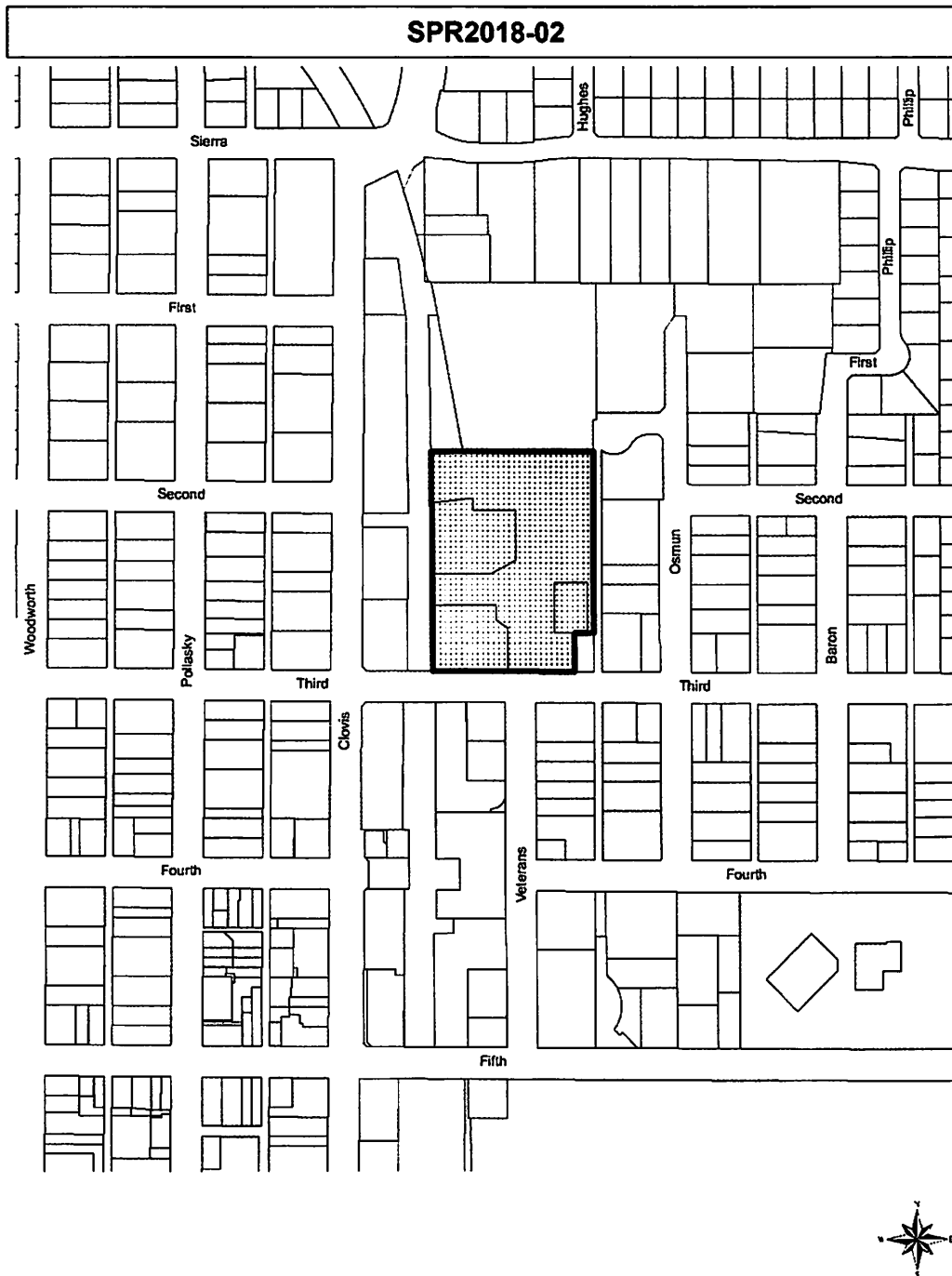
None

Prepared by: Bryan Araki, City Planner

Submitted by:


Dwight Kroll
Director of Planning and
Development Services

FIGURE 2
PROJECT LOCATION MAP



ATTACHMENT A
SPR2018-02 Landmark Commons

PLANNING DIVISION CONDITIONS

(Bryan Araki, Division Representative - 324-2346)

Items required prior to issuance of building permits shall be delivered to the appropriate department at least two weeks prior to the anticipated date the permit is needed. This will allow staff sufficient time to review and approve the materials.

1. The Applicant shall include these conditions and enclosed "Acceptance of Site Plan" in the stamped permits sets.
2. The Applicant shall sign and return the "Acceptance of Site Plan" within thirty (30) days of the date of approval of site plan review. **THE APPLICANT OR ANY OTHER AGGRIEVED PERSON MAY FILE AN APPEAL OF THE SITE PLAN WITHIN FIFTEEN (15) DAYS OF THE APPROVAL DATE.** Unless a written appeal is requested, or the Planning Director grants an extension in writing of the time to sign the Acceptance of Site Plan, failure to comply with this condition will result in immediate termination of this Site Plan Review at the end of the 30-day period. (Clovis Municipal Code (CMC) § 9.56.070).
3. This Site Plan Review is granted as per the conditions of Exhibit "A", site layout, and exterior elevation plan design and finish materials stamped as "approved". Any corrections indicated in red shall indicate approved changes under this application. (per CMC §9.56.050).
4. All plans submitted for building permits shall be consistent with this Site Plan Review. (per CMC §9.56.010).
5. The pad space identified for the future library will be processed through a separate site plan review amendment.

Signage

6. All proposed construction announcement sign uses to conform to the Municipal Sign Ordinance.
7. All exterior signs and/or signs on the inside of the building which are intended to be viewed from the outside shall require separate sign permits prior to installation.
8. Temporary signs shall be limited to building mounted banners and posters not to exceed in size the total allowable permanent sign area for the lease space. Such signs may be used in conjunction with an event or sale, and may be displayed for a maximum of fourteen days, and shall be limited to one such display three separate times a year. A minimum of five days shall separate temporary display periods. Temporary displays shall not list individual products

and/or prices and will require written notification to the Planning Department prior to display.

9. A new business may display "Grand Opening" signs per the Clovis Zone Ordinance, one time for a maximum period of thirty days. Grand opening displays require written notification to the Planning Department prior to display.

HVAC and PG&E Utility Placement Considerations/Screening Requirements

10. All electrical and HVAC equipment shall be screened to the specifications of the Planning Department. If ground-mounted, applicant shall show methods proposed to architecturally integrate equipment locations, or show methods proposed to screen equipment using landscaping. Any roof-mounted equipment placements shall be completely screened from view (with exception from State Route 168) and architecturally integrated into the roof using roof wells or continuous building perimeter fascia screening. Any wall-mounted equipment shall be painted to match the exterior wall.
11. Roof access ladders shall be located within the interior of the buildings per Planning Division Standards.
12. Fire sprinkler risers shall be located within the interior of the building or located out of public view per Planning Division Standards.

Building Colors, Materials Considerations

13. Building Elevations are approved as per Exhibit "C", stamped as approved. Modifications to the elevations shall require Director Review through an amended site plan review process.

Lighting Considerations

14. All exterior lighting shall be directed away from residential properties and not interfere with the driving safety of vehicular traffic.
15. The developer shall contact the Planning Department when all site lighting is operational. At this time, additional light screening may be required.

Parking

16. All parking and loading areas shall be marked and striped to City standards.
17. Parking spaces shall be marked and striped per City standards.
18. Parking spaces for the disabled shall be provided in compliance with the Clovis adopted standards.

19. Trees, shrubs, light poles, fire hydrants and similar objects placed in the two-foot bumper overhang area shall be placed as not to cause interference with the vehicles per Planning Division Standards.
20. The developer shall provide an accessible pedestrian path from the City sidewalk to the front door of the buildings per adopted Accessible Path Requirements.
21. Provide bicycle parking/ storage facilities in compliance with the California Green Code and Clovis Active Transportation Plan.

Landscape Setbacks

22. Setbacks shall be provided per the Central Clovis Specific Plan.

Landscape/Non-Landscape Lot Coverage and Treatments

23. Landscaping shall comply with CMC section 6.5.501 et seq., Water Efficient Landscape Requirements, as amended in March 2010.
24. Required setbacks shall be completely landscaped and shall not be used for parking bumper overhang area. If the developer wishes to utilize a 2 foot bumper overhang, an additional 2 feet of landscaping is required per Planning Division Standards.

Fencing

25. Any fencing viewable from the public right-of-way shall be decorative and shall require review and approval from the City Planner.

FIRE DEPARTMENT CONDITIONS

(Gary Sawhill Department Representative - 324-2224)

26. Any development to this parcel will require a minimum of two (2) points of access to be reviewed and approved by the Clovis Fire Department. All required access drives shall remain accessible during all phases of construction which includes paving, concrete work, underground work, landscaping, perimeter walls.
27. All access way roads constructed shall be designed with a minimum outside turning radius of forty-five feet (45')
28. Alley shall be marked NO PARKING FIRE LANE per Std. #1.1.
29. The fire lanes shall be posted with signs and/or the curbs shall be painted red as per Clovis Fire Department Standard #1.1 and identified on site plan.

30. Walking access is required to reach building openings within two-hundred feet (200') of a paved surface designed to fire apparatus use. Required walking access shall be designed to prevent sharp turns or obstacles that would hinder the carrying of ground ladders and other hand-held equipment. Gates shall be a minimum of four feet (4') in width if they are used in the walking access path. Gates that are locked and are required for building access shall have a fire/police padlock or approved lock box with gate keys installed for access.
31. Landscaping trees or shrubs located adjacent to the fire access drives shall be of the type that will not impede fire access due to their growth process.
32. The applicant shall install one (1) 4 ½" x 4 ½" x 2 ½" approved Commercial Type hydrant(s) and "Blue Dot" hydrant locators, paint fire hydrant(s) yellow with blue top and caps, and paint the curb red as specified by the adopted Clovis Fire Department Standard #7. Plans shall be submitted to the Clovis Fire Department for review and approval prior to installation. The hydrant(s) shall be charged and in operation prior to any framing or combustible material being brought onto the site.
33. The applicant shall install approved looped water main capable of the necessary flow of water for adequate fire protection and approved by the Clovis Fire Department.
34. The applicant shall install an automatic fire sprinkler system in buildings exceeding 2,500 square feet in gross floor area, as per NFPA 13. When buildings have eaves or overhangs exceeding a distance of four feet (4') from the wall or support, the gross roof area shall be used to determine the need for automatic fire sprinklers, including covered walkways, patios, porches. A Fire Department permit is required for an automatic fire sprinkler installation.
35. The Fire Department Connection to the automatic fire sprinkler system shall be reviewed and approved by the Clovis Fire Department before installation.
36. Prior to installation, the applicant shall submit fire sprinkler underground water supply plans for review and approval and issuance of a permit by the Clovis Fire Department. Installation shall be done by a California Licensed contractor. Prior to final acceptance, the underground fire service line shall be inspected, pressure tested and flushed in the presence of a Clovis Fire Department inspector. A permit is required to be on-site for all inspections requests. NOTE – When a fire pump is required by the overhead system demand, the FDC shall be connected on the discharge side of the fire pump.

CLOVIS UNIFIED SCHOOL DISTRICT CONDITIONS

(Michael Johnston, Representative – 559-327-9000)

37. The developer shall refer to the attached CUSD requirements. If the list is not attached, please contact the District office for the list.

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT CONDITIONS

(Robert Villalobos, FMFCD Representative - 456-3292)

38. The Applicant shall refer to the attached FMFCD requirements. If the list is not attached, please contact the District for the list of requirements

FRESNO IRRIGATION DISTRICT CONDITIONS

(Chris Lundeen, FID Representative – 233-7161 ext. 7410)

39. The developer shall refer to the attached FID requirements. If the list is not attached, please contact the District for the list of requirements.

FRESNO COUNTY HEALTH CONDITIONS

(Kevin Tsuda, County Representative –600-3271)

40. The developer shall refer to the attached Fresno County Health requirements. If the list is not attached, please contact the District for the list of requirements.

ENGINEERING / UTILITIES / SOLID WASTE DIVISION CONDITIONS

(Sean Smith, Engineering Division Representative – 324-2363)

(Paul Armendariz, Public Utilities Representative – 324-2394)

*** (see attached estimated fees) ***

Maps and Plans

41. The applicant shall submit separately to the City of Clovis Engineering Division, a set of construction plans on 24" x 36" sheets with City standard title block for all required improvements and a current preliminary title report. These plans shall be prepared by a registered civil engineer, and shall include a grading plan, landscape plan, a site plan showing trash enclosure locations and an overall site utility plan showing locations and sizes of sewer, water, storm drain, and irrigation mains, laterals, manholes, meters, valves, hydrants, fire sprinkler services, other facilities, etc. All plans shall be submitted at or before the time the building plans are submitted to the Building Division and shall be approved by the City and all other involved agencies prior to the release of any development permits.

42. Prior to the initial submittal of the improvement plans, the applicant shall contact Sean Smith at (559) 324-2363 to setup a coordination meeting (Pre-submittal Meeting).
43. Prior to granting of final occupancy or final acceptance, the applicant shall submit to the City of Clovis Engineering Division one (1) digital copy in PDF format of construction plans revised to reflect all field revisions and marked "AS-BUILT."

General Provisions

44. The applicant shall pay all applicable development fees prior to the issuing of a building permit. A preliminary estimate of fees for the County Library is \$67,182.04 and the estimate of fees for the Senior Center and Transit Center is \$89,889.58. A breakdown of this estimate is attached to these conditions for your information. Additional fees may be assessed and must be paid prior to issuance of subsequent development permits. NOTE: The fees given at this time are an estimate calculated using rates currently in effect. These rates are subject to change without notice and the actual amount due shall be calculated using fee rates in effect at the time of payment. Additional fees payable to the City or other agencies (FMFCD) may become due as supplemental information regarding the project is received by the City.
45. Applicant is advised that, pursuant to California Government Code, Section 66020, any party may protest the imposition of fees, dedications, reservations, or other exactions imposed on a development project by a local agency. Protests must be filed in accordance with the provisions of the California Government Code and must be filed within 90 days after conditional approval of this application is granted. The 90 day protest period for this project shall begin on the "date of approval" as indicated on the "Acknowledgment of Acceptance of Conditions" form.
46. All reimbursement requests shall be prepared and submitted in accordance with the requirements of the current version of the "Developer Reimbursement Procedures"; a copy of which may be obtained at the City Engineer's Office.
47. The applicant shall obtain encroachment permits from the City of Clovis for work performed within the City's right-of-way and easements.
48. The applicant shall install all off-site improvements within the public right-of-way and easements in accordance with the City of Clovis standards, specifications, master plans, and record drawings in effect at the time of improvement approval. Applicant shall provide and pay for any compaction tests required by the City of Clovis in the course of construction.

49. The applicant shall comply with the requirements of the local utility, telephone, and cable companies. It shall be the responsibility of the applicant to notify the local utility, telephone, and cable companies for the removal or relocation of utility poles where necessary. The City shall not accept first submittals without proof that the applicant has provided the improvement plans and documents showing all proposed work to the utility, telephone, and cable companies. All utility vaults in which lids cannot be sloped to match proposed finished grading, local utilities have 5% max slope, shall be located in sidewalk areas with pedestrian lids so the lid slope matches sidewalk cross slope.
50. The applicant shall contact and address all requirements of the United States Postal Service - Clovis Office for the location and type of mailboxes to be installed. The location of the facilities shall be approved by the City Engineer prior to approval of improvement plans or any construction.
51. Any new utility facilities located within the street right-of-way along the streets adjacent to this development or on-site shall be underground.
52. The applicant shall contact and address Caltrans' requirements.
53. The applicant shall contact the Fresno County Department of Public Works (FCDPW) and pay all applicable fees required. Fresno County has adopted a 2 year waiver of public facilities impact fees for permits pulled prior to November 10, 2018.

Dedications and Street Improvements

54. The applicant shall provide right-of-way acquisition, free and clear of all encumbrances and/or improve to City standards the following streets. The street improvements shall be in accordance with the City's specific plans and shall match existing improvements. The applicant's engineer shall be responsible for verifying the type, location, and grades of existing improvements.
- Third Street - between the west side property line and the most western east property line of the project, improve with a round-a-bout, -landscaping and irrigation. The existing drive approach that will not be used shall be removed and replaced with curb, gutter and sidewalk.
 - Third Street - between the most western east property line of the project and the west property line of Hughes-Osmun Alley, improve with, sidewalk.

- Hughes-Osmun Alley - between Third Street and just south of Osmun Circle, the applicant shall improve the alley including drive approach and valley gutter to City standards.
 - Round-a-bouts – dedicate and improve to Federal Highway Administration guidelines.
55. The applicant shall provide a dedication for a 10' public utility easement along all frontages.
56. For new onsite ADA paths of travel that connect to the City sidewalk, the applicant shall replace enough sidewalk to provide a compliant landing with appropriate transitions to existing sidewalk grades.
57. The applicant shall remove and repair all damaged or broken concrete improvements as necessary.
58. Applicant shall provide preliminary title report for the subject property(ies).
59. The applicant shall provide preliminary title report, legal description and drawings for all dedications required which are not on the site. All contact with owners, appraisers, etc. of the adjacent properties where dedication is needed shall be made only by the City. The City will prepare an estimate of acquisition costs including but not limited to appraised value, appraisal costs, negotiation costs, and administrative costs. The applicant shall pay such estimated costs as soon as they are determined by the City.
60. The applicant shall provide to the City for recording a reciprocal access agreement to maintain and provide vehicular, pedestrian and public access, prior to obtaining building permits.

Sewer

61. The applicant shall identify and abandon all septic systems to City standards.
62. The applicant shall install sewer lateral or laterals for the development site and connect to City mains.

Water

63. The applicant shall identify and abandon all water wells to City standards.
64. The applicant shall install water mains of the sizes and in the locations indicated below, and provide an adequately looped water system prior to occupancy. The

water improvements shall be in accordance with the City's master plans and shall match existing improvements. The applicant's engineer shall be responsible for verifying the size, location, and elevations of existing improvements.

- 65. Onsite looped water mains - install 8" mains.
- 66. The applicant shall provide dedication of a 15' wide utility easement for all on-site water mains, including fire hydrants, blow-offs, and meter boxes.
- 67. The applicant shall install a City standard water service of the necessary size for the development site and connect to City mains. Water services shall be grouped at property lines to accommodate automatic meter reading system, including installation of connecting conduit. The water meter shall be placed in the sidewalk and not in planters or driveways.

Grading and Drainage

- 68. The applicant shall contact the Fresno Metropolitan Flood Control District (FMFCD) and address all requirements, pay all applicable fees required, obtain any required NPDES permit, and implement Best Available Technology Economically Achievable and Best Conventional Pollutant Control Technology to reduce or eliminate storm water pollution. Plans for these requirements shall be included in the previously required set of construction plans, and shall be submitted to and approved by the FMFCD prior to the release of any development permits.
- 69. Grade differentials between lots and adjacent properties shall be adequately shown on the grading plan and shall be treated in a manner in conformance with City of Clovis Standard Drawing No. M-4 as modified by the City Council. Any retaining walls required on-site or in public right of way shall be masonry construction. All retaining walls shall be designed by a registered Civil Engineer.

Irrigation and Landscaping Facilities

- 70. The applicant shall contact and address all requirements of the Fresno Irrigation District (FID). This may include dedicating easements, piping or relocating any existing FID canals and ditches, replacing any existing irrigation piping, concrete lining or improving any existing canals, construction or reconstruction of any canals, culverts, and bridge crossings. Plans for these requirements and improvements shall be included as in the previously required set of construction plans, and shall be submitted to and approved by FID prior to the release of any development permits. If a FID or private irrigation line is to be abandoned, the applicant shall provide waivers from all downstream users.

71. All existing agricultural irrigation systems either on-site or in public right of way, whether FID or privately owned, shall be identified prior to any construction activity on the site. Service to all downstream users of irrigation water shall be maintained at all times through preservation of existing facilities or, if the existing facilities are required to be relocated, the relocation and replacement of the existing facilities. It is the intent that downstream users not bear any burden as a result of development of the site. Therefore, the applicant shall pay all costs related to modification, relocation, or repair of any existing irrigation facilities resulting from or necessitated by the development of the site. The applicant shall identify on site plans and construction plans, all existing irrigation systems and their disposition (abandonment, repair, relocation, and/or piping). The applicant shall consult with the Fresno Irrigation District for any additional requirements for lines to be abandoned, relocated, or piped. The applicant shall provide waivers from all users in order to abandon or modify any irrigation pipelines or for any service interruptions resulting from development activities.
72. The applicant shall provide for recording a landscape and irrigation perpetual maintenance covenant for landscaping installed in the public right-of-way behind the curb including easements, that will not be maintained by the Clovis Landscape Maintenance District. The recordable covenant must be submitted to, checked and approved prior to approval of the improvement plans or the release of any development permits.
73. The applicant shall comply with the City of Clovis Water Efficient Landscape Requirements Ordinance.

Miscellaneous

74. The applicant shall construct one (1) City of Clovis standard Type V trash enclosure (M-2 and M-3) for the Library, one (1) City of Clovis standard Type V trash enclosure (M-2 and M-3) for the Senior Center and one (1) City of Clovis standard Type IV trash enclosure (M-2 and M-3) for the transit office including solid metal gates. Grease barrel enclosures shall be required for all grease producing businesses. The applicant shall provide paved access to and from the trash enclosure that must be accessible between 6 a.m. to 2:30 p.m. on the day(s) of service. The solid waste collection vehicles shall not be required to backup to service the trash enclosure. The trash enclosure shall be positioned to have front loading solid waste vehicle access. The concrete pad shall be inspected by the City prior to pouring of concrete. All access driveways to and from the trash enclosure shall be a minimum of 26' in width with large turn radius. Trash enclosures shall be setback a minimum of 5' from all driveways to minimize impact of gates left open and mitigate any visibility issues.

75. The trash enclosure shall be used only for trash and recycling bins. The applicant is prohibited from storing other items in the enclosure and storing trash or recycling bins outside the enclosure.
76. The applicant shall provide location and dimension of above ground utility boxes and risers with the location approved by the City.
77. The applicant shall install all major street monumentation and section corner monumentation within the limits of the project work in accordance with City Standard ST-32 prior to final acceptance of the project. Monumentation shall include all section corners, all street centerline intersection points, angle points and beginning and end of curves (E.C.'s & B.C.'s). The applicant/contractor shall furnish brass caps. The applicant shall require the surveyor/civil engineer for the development to notify, in writing, the City Engineer of any existing section corner, property corner or reference monuments damaged by the construction of improvements performed as part of the development. The applicant shall have all such monuments reset. A licensed land surveyor or civil engineer licensed to perform land surveying shall certify the placement of all required monumentation prior to final acceptance. Brass caps required for installation of new monuments or replacement of existing monuments shall be provided by the contractor/applicant and approved by City prior to installation. Within five days after the final setting or replacement of all monuments has been completed, the engineer or surveyor shall give written notice to the City Engineer certifying that the final monuments have been set and that he has filed with the County Recorder all appropriate records of survey or corner records.
78. A deferment, modification, or waiver of any engineering conditions will require the express written approval of the City Engineer.
79. All conditions of approval shall be fully complied with prior to issuance of a Certificate of Occupancy.

**DRAFT
RESOLUTION 19-_____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING A SITE PLAN
REVIEW FOR A NEW PUBLIC FACILITY LOCATED NEAR ON THE NORTH SIDE OF THIRD
STREET AT VETERAN'S PARKWAY AND CONFIRMING ENVIRONMENTAL FINDINGS**

WHEREAS, City of Clovis, 1033 Fifth Street, Clovis, CA 93612, has applied for a Site Plan Review SPR2018-02; and

WHEREAS, this is a request to approve a site plan review for a new public facility including the Senior Services Activity Center, Transit Center, St. Agnes Medical Clinic, and future pad for the County Library, for property on the north side of Third Street at Veteran's Parkway in the City of Clovis, County of Fresno; and

WHEREAS, on January 24, 2019, the Planning Commission considered SPR2018-02; and

WHEREAS, the Planning Commission recommended that Council approve SPR2018-02; and

WHEREAS, the Planning Commission's recommendations were forwarded to the City Council for consideration; and

WHEREAS, a public notice was published in the Business Journal on January 30, 2019; and

WHEREAS, a public notice was mailed to area property owners within 600 feet of said property boundaries ten days prior to said hearing; and

WHEREAS, the City Council does find that SPR2018-02, is in substantial compliance with the environmental impact report adopted by Council on October 8, 2019; and

WHEREAS, the City Council held a noticed public hearing on February 11, 2019, to consider the approval of SPR2018-02; and

WHEREAS, on February 11, 2019, the City Council considered testimony and information received at the public hearing and the oral and written reports from City staff, as well as other documents contained in the record of proceedings relating to SPR2018-02, which are maintained at the offices of the City of Clovis Planning and Development Services Department; and

WHEREAS, the City Council has evaluated and considered all comments, written and oral, received from persons who reviewed SPR2018-02, or otherwise commented on the Project; and

NOW, THEREFORE, the City Council of the City of Clovis makes the following findings and resolves as follows:

1. The use is allowed within the subject zoning district;
2. The Project is in compliance with all of the applicable provisions of this Development Code that are necessary to carry out the purpose and requirements of the subject zoning district, including prescribed development standards and applicable design standards, policies and guidelines established by resolution of the Council;
3. The Project is in compliance with all other applicable provisions of the Clovis Municipal Code;
4. The Project is consistent with the General Plan and any applicable specific plan;

5. The Project was evaluated under a Focused Environmental Impact Report adopted and certified by the City Council on July 9, 2018, (State Clearinghouse Certification No. 2017041010). No major revisions will be required with the adopted Environmental Impact Report to accommodate the proposed project, therefore, subject to CEQA Sections 15162 and 15182 no further environmental review is required for this project.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council approves SPR2018-02, subject to the attached conditions labeled Attachment "A."

* * * * *

The foregoing resolution was introduced and adopted by the Clovis City Council at its regular meeting on February 11, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: February 11, 2019

Mayor

City Clerk

CLOVIS PLANNING COMMISSION MINUTES
January 24, 2019

1. Consider approval Res. 19-06, **SPR2018-02**, A request to approve a site plan review for a proposed public facility, including a senior activity center, transit facility, health care clinic, and future pad for Fresno County Library on property located on the north side of Third Street at Veteran's Parkway. City of Clovis, owner/applicant.

City Planner Bryan Araki presented the staff report.

Chair Pro Tem Hinkle remarked that the proposed roundabout is comparable in size to those at the River Park Shopping Center

At this point, the Chair opened the floor to the applicant.

At this point, the Chair opened the floor to those in favor.

There being none, the Chair opened the floor to those in opposition.

Kurt Vote of 265 E. River Park Circle, Suite #310, Fresno, spoke on behalf of the DeBenedetto family

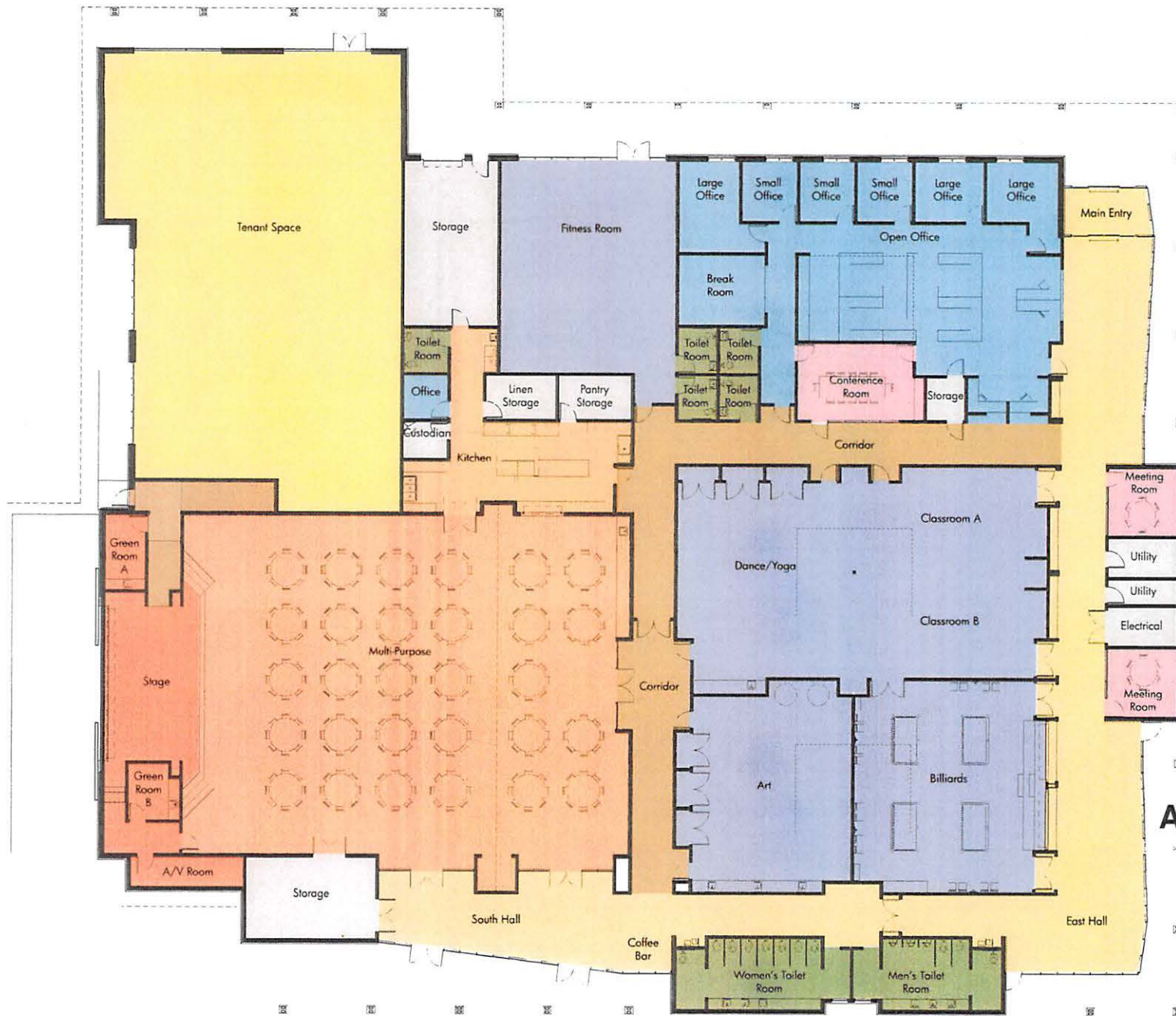
At this point, the Chair closed the public portion.

At this point a motion was made by Commissioner Bedsted and seconded by Commissioner Antuna to approve SPR2018-02. The motion was approved by a vote of 4-0-1.

SENIOR CENTER

Floor Plan

- Multi-Purpose
- Activity Space
- Lobby Area
- Collaboration
- Office
- Kitchen
- Restroom
- Circulation
- Service
- Tenant Space



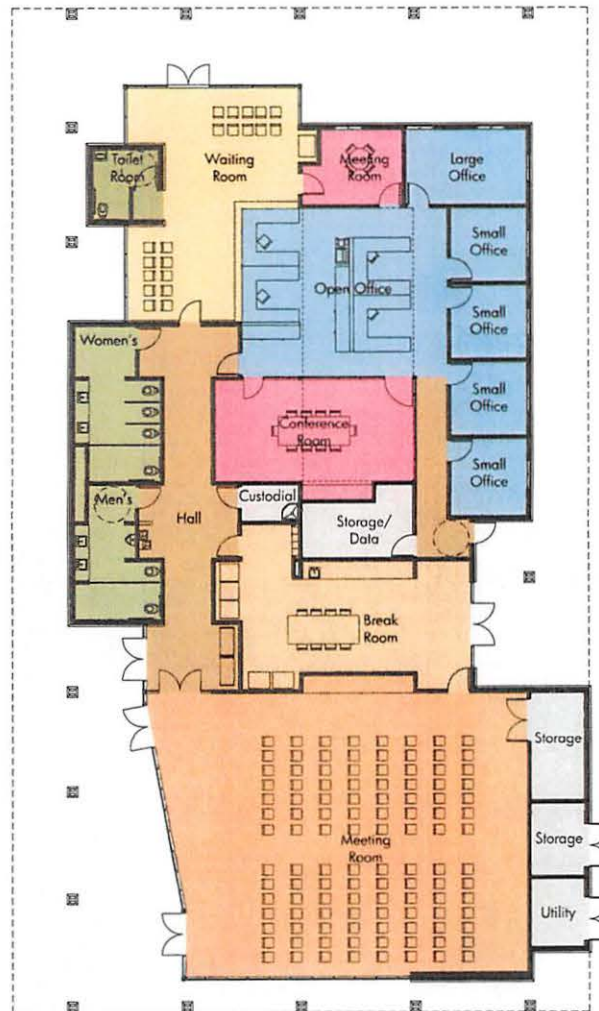
ATTACHMENT E



LANDMARK
COMMONS



PAUL HALAJIAN
ARCHITECTS



TRANSIT CENTER

Floor Plan

- Meeting Room
- Waiting Area
- Collaboration
- Office
- Break Room
- Restroom
- Circulation
- Service



SPR2018-02

ATTACHMENT F



LANDMARK
COMMONS



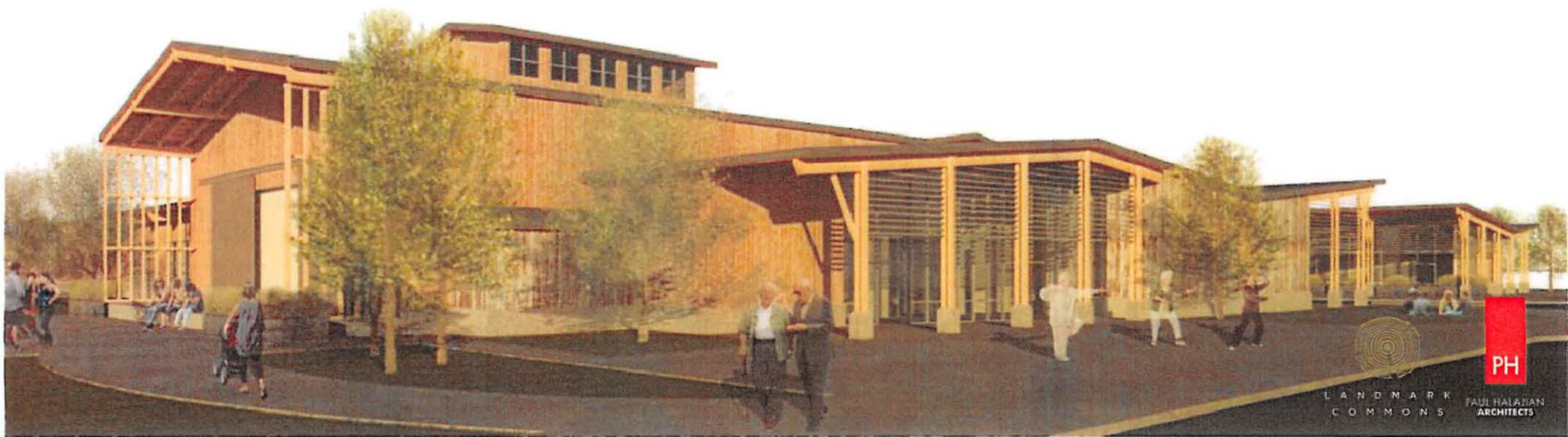
PAUL HAYATAN
ARCHITECTS



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PAUL HALAJIAN
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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: February 11, 2019

CORRESPONDENCE – Correspondence is communication addressed to City Council that requests action.

1. None.

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



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: February 11, 2019

SUBJECT: Receive and File - A presentation of the Planned Residential Development (PRD) Ordinance discussing its history, implementation, evolution, and project standards.

Planning and Development Services Director Dwight Kroll will give a verbal presentation on this item. Please direct questions to the City Manager's office at 559-324-2060.