



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.

June 3, 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 Bessinger
Flag salute led by Councilmember Whalen

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 for the May 13, 2019 and May 20, 2019 Council Meetings.
3. City Clerk – Adopt - Ord. 19-08, R2019-01, A request to prezone approximately 208 acres of property located northeast of Behymer and Willow Avenues and to adopt a Master Plan for Focus Area #11 of the General Plan. Multiple owners, Main Street Promenade, LLC, applicant. (Vote: 5-0)
4. General Services – Approval – Res. 19-____, Authorizing a Loan Application to Pacific Gas and Electric's On Bill Financing Program for Supplemental LED Lighting Funding.
5. Planning and Development Services - Approval – Final Acceptance for CIP 18-04, Crescent Avenue, and Beverly Avenue Sewer Replacement, and Alamos/Burgan Manhole Repair.
6. Planning and Development Services - Approval - Award Construction Management Professional Services for CIP 18-12, Fire Station No. 6, and Authorize the City Manager to execute the contract on behalf of the City.
7. Planning and Development Services - Approval – Partial Acceptance for Final Map for Tract 6145, located at the southwest corner of DeWolf and Richmond Avenues. (Wilson Premier Homes, Inc.)
8. Administration – Approval – For the City Council to Approve a Request for Assistance to Support a Community Project.

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.

9. Consider Introduction - Ord. 19-____, An Ordinance of the City Council of the City of Clovis Amending Section 5.6.09, subsection (a) of Chapter 5.6 of Title 9 of the Clovis Municipal Code Regarding the Maximum Number of Card Tables Allowed in a Card Room.
Staff: John Holt, Assistant City Manager
Recommendation: Approve
10. Consider Introduction – Ord. 19-____, An Ordinance of the City Council of the City of Clovis adding Chapter 32 to Title 5 of the Clovis Municipal Code pertaining to a Crime-Free Housing Program.
Staff: Chris Berna, Police Corporal
Recommendation: Approve

11. Consider Approval – Res. 19-____, A Resolution Confirming the Diagram and Assessments for the Annual Levy for the 2019-2020 Landscape Maintenance District No. 1.

Staff: Glenn Eastes, Assistant Public Utilities Director

Recommendation: Approve

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

12. None.

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

13. None.

CITY MANAGER COMMENTS

COUNCIL ITEMS

14. 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.

15. Government Code Section 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation
One Potential Case

16. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: Luke Serpa, Shonna Halterman, Lori Shively
Employee Organization: Clovis Police Officers Association, Clovis Firefighters Association, Clovis Employees Association, Clovis Public Works Employees Association, Clovis Public Safety Employees Association, Clovis Professional and Technical Employees Association, Clovis Transit Employees Bargaining Unit, Clovis Technical and Financial Professionals Association
Unrepresented Employee: Management Employees

ADJOURNMENT

Future Meetings and Key Issues

| | | | |
|-----------------------|-----------|-------------------------------------------|-----------------|
| June 10, 2019 (Mon.) | 6:00 P.M. | Regular Meeting (Budget Hearing/Adoption) | Council Chamber |
| June 17, 2019 (Mon.) | 6:00 P.M. | Regular Meeting | Council Chamber |
| July 1, 2019 (Mon.) | 6:00 P.M. | Regular Meeting | Council Chamber |
| July 8, 2019 (Mon.) | 6:00 P.M. | Regular Meeting | Council Chamber |
| July 15, 2019 (Mon.) | 6:00 P.M. | Regular Meeting | Council Chamber |
| Aug. 5, 2019. (Mon.) | 6:00 P.M. | Regular Meeting | Council Chamber |
| Aug. 6 – Sep. 2, 2019 | | Summer Recess | |
| Sep. 3, 2019 (Tue.) | 6:00 P.M. | Regular Meeting | Council Chamber |
| Sep. 9, 2019 (Mon.) | 6:00 P.M. | Regular Meeting | Council Chamber |
| Sep. 16, 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: June 3, 2019

PRESENTATIONS/PROCLAMATIONS

1. None.

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

CLOVIS CITY COUNCIL MEETING

May 13, 2019

6:00 P.M.

Council Chamber

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

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

PRESENTATION

1. 6:02 p.m. - PRESENTATION OF PROCLAMATION RECOGNIZING ALAN HOFMANN FOR HIS FORTY YEARS OF SERVICE TO THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

Councilmember Flores presented a Proclamation to Alan Hofmann for his forty years of service to the Fresno Metropolitan Flood Control District.

PUBLIC COMMENTS 6:12

Ron Sundquist, commented on Mayor's Breakfast and how well it turned out.

CONSENT CALENDAR 6:14

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 from the May 6, 2019 Council Meeting.
3. Planning and Development Services - Approved – **Res. 19-57**, Final Map for Tract 5789A, located west of Peach Avenue, near Escalon Avenue (Owner: David M. Hailpern and Developer: Gary Mason).
4. Planning and Development Services - Approved – **Res. 19-58**, Annexation of Proposed Tract 5789A, located west of Peach Avenue, near Escalon Avenue, to the Landscape Maintenance District No. 1 of the City of Clovis (Owner: David M. Hailpern and Developer: Gary Mason).

PUBLIC HEARINGS 6:15

5. NONE.

CORRESPONDENCE 6:15

6. NONE.

ADMINISTRATIVE ITEMS

7. 6:15 - ADOPTED - **Ord. 19-07**, R2018-11, REZONING FROM THE R-A (SINGLE-FAMILY RESIDENTIAL – 24,000 SQ. FT.) ZONE DISTRICT TO THE R-3 (MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL-(1 UNIT/2,000 SQ. FT.) ZONE DISTRICT FOR APPROXIMATELY 7.5 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF HERNDON AND N. MCKELVY AVENUES. (VOTE: 3-0-1-1 WITH MAYOR BESSINGER ABSENT AND COUNCILMEMBER ASHBECK ABSTAINING)
- eCity Clerk John Holt indicated that this item was on the regular agenda because at City Clerk John Holt indicated that this item was on the regular agenda because at introduction on May 6, 2019, it was approved 3-0-1-1 with Mayor Bessinger absent and Councilmember Ashbeck abstaining. There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. Motion by Councilmember Whalen, seconded by Councilmember Mouanoutoua, for the Council to adopt **Ordinance 19-07**, R2018-11, rezoning from the R-A (single-family residential – 24,000 sq. ft.) zone district to the R-3 (medium density multiple family residential (1 unit/2,000 sq. ft.) zone district. Motion carried 3-0-0-2 with Mayor Bessinger and Councilmember Ashbeck abstaining.
8. 6:17 - RECEIVED AND FILED – HOUSING LEGISLATIVE UPDATE AND CONSIDER POLICY DIRECTION REGARDING PROPOSED LEGISLATION

Planning and Development Services Director Dwight Kroll and Community and Economic Development Manager Andy Haussler presented a report on current and proposed housing legislation. Andy Haussler indicated that this item is a receive and file item, and no action was being requested. Dwight Kroll provided an overview of the planning and development process. Andy Haussler presented an overview of housing affordability, unit production, current development, previous legislation, proposed legislation. Andy Haussler providing a summary of proposed legislation and requested council direction on whether council would like to take a position for or against any.

Mark Lingowski, resident, commented on how residents can get involved in a more informed way. He would be interested in seeing the presentation to digest. He requested some kind of communication channel to increase from the 50 people here tonight and the 115,000 residents, possible website or social media. Discussion by the Council.

Motion by Councilmember Whalen, seconded by Councilmember Flores, for the City Council to authorize letters of support for AB 10 and SB 5,; and letters of opposition for AB 1763, SB 48, SB 50, and SB 330 unless amended to remove or add provisions that the City could support. Take the same position as the League of California Cities with the exception of SB 48. Motion by Councilmember Whalen, seconded by Councilmember Flores, for the City Council continued his motion to the meeting of May 20, 2019. Motion carried by unanimous vote.

CITY MANAGER COMMENTS

COUNCIL ITEMS**9. 7:45 - APPROVED - VARIOUS CITY COUNCIL COMMITTEE APPOINTMENTS**

City Manager Luke Serpa presented a report recommending the City Council make committee appointments following the March 2019 election. There are a number of Council committee appointments that are periodically made by the Mayor and reviewed from time to time. The purpose and description of these committees are provided on the attachment to the staff report. There are several vacancies created by the reorganization of the City Council. Attached to the staff report please staff highlighted the committee appointments list in which the committees that need to be reappointed are highlighted in yellow. There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. It was the consensus of Council to make the following appointments:

California Identification System ("CAL-ID")

Member: Vong Mouanoutoua (May 2019 – April 2021)

Alternate: Lynne Ashbeck (May 2019 – April 2021)

City Selection Committee

Member: Drew Bessinger (May 2019 – April 2021)

Alternate: Jose Flores (May 2019 – April 2021)

Council of Fresno County Governments (COG)

Member: Drew Bessinger (May 2019 – April 2021)

Alternate: Jose Flores (May 2019 – April 2021)

Council of Fresno County Governments (COG) Rail Committee.

Elected Official: Drew Bessinger (May 2019 – April 2021)

Alternate: Jose Flores (May 2019 – April 2021)

Fresno/Clovis Media Authority

Member: Micheline Golden (2019 – 2022)

Fresno County Regional Transportation Mitigation Fee Agency

Member: Drew Bessinger (May 2019 – April 2021)

Jose Flores (May 2019 – April 2021)

Joint Subcommittee on School Issues

Members: Drew Bessinger (May 2019 – April 2021)

Vong Mouanoutoua (May 2019 – April 2021)

North Kings Groundwater Sustainability Agency (NKGSA) Board of Directors

Members: Jose Flores (May 2019 – April 2021)
Alternate: Lynne Ashbeck (May 2019 – April 2021)

San Joaquin Valley Special City Selection Committee

Member: Drew Bessinger (May 2019 – April 2021)
Alternate: Jose Flores (May 2019 – April 2021)

Upper Kings Basin Integrated Regional Water Management aka Kings Basin Water Authority.

Representative: Drew Bessinger (May 2019 – April 2021)

Motion by Councilmember Whalen, seconded by Councilmember Ashbeck, for the Council to approve the appointments listed above. Motion carried by unanimous vote.

10. Council Comments 7:53

Councilmember Whalen showed a picture of street striping needing repair near Highway 168 and Bullard Avenue. Scott Redelfs indicated he would look into it.

Councilmember Ashbeck commented on the Mayor's Breakfast.

Councilmember Mouanoutoua commented on the Mayor's Breakfast.

Councilmember Flores thanked the Clovis Community Foundation for their work on the Mayor's Breakfast.

Mayor Bessinger reported out on his trip back to Washington DC for the Fresno Council of Governments One Voice annual trip.

CLOSED SESSION 7:58

11. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: L. Serpa, S. Halterman, L. Shively

Employee Organization: Clovis Police Officers Association, Clovis Firefighters Association, Clovis Employees Association, Clovis Public Works Employees Association, Clovis Public Safety Employees Association, Clovis Professional and Technical Employees Association, Clovis Transit Employees Bargaining Unit, Clovis Technical and Financial Professionals Association

Unrepresented Employee: Management Employees

Mayor Bessinger adjourned the meeting of the Council to May 20, 2019

Meeting adjourned: 9:15 p.m.

Mayor

City Clerk

CLOVIS CITY COUNCIL MEETING

May 20, 2019

6:00 P.M.

Council Chamber

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

Roll Call: Present: Councilmembers Ashbeck, Flores, Mouanoutoua, Mayor Bessinger
 Absent: Councilmember Whalen (arrived at 6:11 p.m.)

PRESENTATION

1. **6:02 p.m.** - PRESENTATION OF PROCLAMATION PROCLAIMING THE WEEK OF MAY 19-25, 2019 AS NATIONAL PUBLIC WORKS WEEK

Councilmember Flores presented Public Utilities Director Scott Redelfs and staff a proclamation proclaiming the week of May 19–25, 2019 as National Public Works Week.

PUBLIC COMMENTS

6:09 P.M. – None

CONSENT CALENDAR 6:10

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, that the items on the Consent Calendar be approved. Motion carried 4-0-1 with Councilmember Whalen absent.

2. City Clerk – Approval - Minutes for the May 6, 2019 Council Meeting.
3. General Services - Approval – **Res. 19-59**, Adopting the FY2019-2020 Consolidated Transportation Service Agency (CTSA) Operations and Program Budget for Roundup Transit Services.
4. General Services – Approval – **Res. 19-60**, Authorizing Amendments to the Police Service Officer Classification.
5. Planning and Development Services - Approval - Waive normal bidding requirements and authorize the City Manager to enter into a sole source contract with Vanir Construction Management, Inc. for the Landmark Commons Project.
6. Public Utilities – Receive and File – Public Utilities Report for January 2019.

Councilmember Whalen arrived at 6:11 p.m.

PUBLIC HEARINGS

7. 6:12 - APPROVED - BID AWARD FOR CIP 15-16, WILLOW AVENUE WIDENING PROJECT - SHEPHERD TO COPPER; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY, AND APPROVE **RES. 19-61** AMENDING THE 2018-2019 COMMUNITY INVESTMENT PROGRAM BUDGET FOR

SEWER DEVELOPER AND WATER DEVELOPER ACCOUNTS, WILLOW SEWER MAIN AND WILLOW WATER MAIN

City Engineer Mike Harrison presented a report on a request to award the bid for CIP 15-16, Willow Avenue widening project - Shepherd to Copper; and authorize the city manager to execute the contract on behalf of the city, and amend the 2018-2019 community investment program budget for sewer developer and water developer accounts, Willow sewer main and Willow water main. The Willow Avenue widening project from Shepherd Avenue to Copper Avenue is a Measure "C" funded project, augmented by State Local Partnership Program (SLPP) funds. The project includes construction of underground utilities (sewer and water) to prevent costly future street cuts and minimize substantial public inconvenience as the area is developed. Because the Measure "C" and SLPP funds must be used on transportation related facilities and not utilities, a funding advance for the sewer and water mains planned for Willow Avenue was included in the CIP budget. Bids were received on May 7, 2019 and overall, the result was good, the bid was within 2.5% of the engineer's estimate; however, the costs for the sewer and water construction items were significantly higher than the budget. Staff is recommending award of the project and amendment of the CIP budget to accommodate the increased cost of the sewer and water construction.

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

Motion by Councilmember Ashbeck, seconded by Councilmember Whalen, for the Council to award the bid for CIP 15-16, Willow Avenue widening project - Shepherd to Copper; and authorize the city manager to execute the contract on behalf of the city, and approve **Resolution 19-61**, amending the 2018-2019 community investment program budget for sewer developer and water developer accounts, Willow sewer main and Willow water main. Motion carried by unanimous vote.

8. 6:26 - APPROVED INTRODUCTION - **ORD. 19-08**, R2019-01, PREZONING APPROXIMATELY 208 ACRES OF PROPERTY LOCATED NORTHEAST OF BEHYMER AND WILLOW AVENUES AND TO ADOPT A MASTER PLAN FOR FOCUS AREA #11 OF THE GENERAL PLAN. MULTIPLE OWNERS, MAIN STREET PROMENADE, LLC, APPLICANT

City Planner Bryan Araki presented a report on a request to prezone approximately 208 acres of property located northeast of Behymer and Willow Avenues and to adopt a Master Plan for Focus Area #11 of the General Plan. The Clovis General Plan Update (GPU) adopted in August 2014, included two new urban village growth areas. The Northwest Growth Area, or Heritage Grove, is a four square mile area bounded by Willow, Copper, Sunnyside, and Shepherd Avenues. Heritage Grove is an urban village which provides a variety of land uses from very low density single-family homes, very high density multiple-family, to commercial and agriculture uses. The General Plan identified five Focus Areas within Heritage Grove, each requiring a Master Plan prior to development. Because of the unique nature of the Focus Areas, the Master Plans are intended to provide direction and guide development with precise standards that are not available in the standard Development Code. The City received an application to prezone approximately 208 acres of property located on the east side of Willow Avenue, north of

Behymer Avenue, referred to as Focus Area #11 in the General Plan. The applicant provided a draft Master Plan including development standards for Focus Area #11, which if approved, would accommodate annexation and guide development as the City grows in northwest Clovis (Heritage Grove).

Manny Penn, applicant, spoke in favor of the master plan. Sean Beaty, senior pastor of Clovis Hills Community Church, adjacent the project, spoke in favor. Bill Smittcamp, resident and property owner, spoke in favor of the project and master plan. Arakel Arisian, representing the Ricchiuti family, commented on various projects they are working on in the area and spoke in opposition to annexing the entire area and spoke in support of contiguous annexation. Pastor Steve Parcerrian, Valley Christian Center, adjacent property owner, spoke in support of the prezoning. Lori Bennett, Clovis Community College, commented on the growth of the school, and spoke in favor of the master plan. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to the introduction of **Ordinance 19-08**, prezoning approximately 208 acres of property located northeast of Behymer and Willow Avenues and to adopt a Master Plan for Focus Area #11 of the General Plan. Motion carried by unanimous vote.

CORRESPONDENCE

9. 7:36 - CONSIDERED - A REQUEST FROM CLOVIS COMMUNITY COLLEGE TO SUBMIT A LETTER TO GOVERNOR NEWSOM TO ALLOCATE PROPOSITION 51 FUNDING IN THE 2019-2020 STATE BUDGET FOR PROJECTS APPROVED IN THE BOARD OF GOVERNORS' 2019-2020 CAPITAL OUTLAY SPENDING PLAN, WHICH INCLUDES \$26 MILLION FOR CLOVIS COMMUNITY COLLEGE TO BUILD THE CAREER TECHNICAL EDUCATION/APPLIED TECHNOLOGY BUILDING

Councilmember Flores indicated that as an employee of the State Center Community College District and that he would recuse himself from deliberation on this item and left the dais at 7:36.

Clovis Community College President Lori Bennett addressed the Council on a request for a letter of support to Governor Newsom to allocate Proposition 51 funding in the 2019-2020 state budget for projects approved in the Board of Governors' 2019-2020 capital outlay spending plan, which includes \$26 million for Clovis Community College to build the career technical education/applied technology building. There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council.

Motion by Councilmember Mouanoutoua, seconded by Councilmember Whalen, for the Council to authorize a letter of support. Motion carried 4-0-0-1 with Councilmember Flores abstaining.

Councilmember Flores returned to the dais at 7:45.

ADMINISTRATIVE ITEMS

10. 7:46 – CONSIDERED - REVIEW AND INTRODUCTION OF THE 2019-20 CITY OF CLOVIS ANNUAL BUDGET, AND INFORMATION REGARDING THE CLOVIS SUCCESSOR AGENCY

City Manager Luke Serpa presented the introduction of the 2019-20 City of Clovis Annual Budget, and information regarding the Clovis Successor Agency. According to the Municipal Code, the City Manager is responsible for providing the City Council with a recommended annual budget prior to commencement of the succeeding fiscal year and by no later than the third regular Council meeting in May. The Annual Budget is a plan for the financial operations of the City and includes a spending plan for all City operations, a five-year capital improvement program, and estimated revenues for the upcoming fiscal year. The purpose of the budget is to enable the City Council to make financial plans for current and long-term expenditure needs, to insure that executive management is administering the plans as set forth, and to allow citizens and investors an opportunity to form opinions about the financial policies and administration of the City.

The 2019-20 Annual Budget is the spending plan for community investment in local services such as public safety, parks and recreation, transit, streets, water and sewer, and repairs/maintenance of public facilities. The Annual Budget is also the spending plan for investment in infrastructure of the community. The Annual Budget provides for a range of public services and focuses on those services that are essential to our citizens. Continuing prudent fiscal decisions and ongoing economic development initiatives enable the City to continue to maintain service levels and remain fiscally sustainable. The budget also includes technology improvements that will increase security and reliability of City technology systems, economic development initiatives, and continued improvements within the City's rights of way, and public facilities to implement greater accessibility for disabled citizens. There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council.

It was the consensus of City Council to continue this item to the meeting of June 10, 2019.

11. CONSIDERED - VARIOUS ACTIONS RELATED TO THE CLOVIS FIRE DEPARTMENT.
- A. 8:03 - RECEIVED AND FILED – FIRE DEPARTMENT ANNUAL REPORT FOR 2018 WITH COUNCIL PRESENTATION.
 - B. APPROVED - **RES. 19-62**, FINAL ACCEPTANCE OF THE 2018 CALIFORNIA STATE FIRE MARSHAL MANDATED INSPECTIONS.

Fire Chief John Binaski presented various actions related to the Clovis Fire Department. John Binaski provided an overview of the 2018 Fire Department Annual Report. He also reported out on a requirement to have the City Council approve the California State Fire Marshal mandated inspections. The California State Fire Marshal mandates inspections to be performed annually in all public and private schools (Group E Occupancy), hotels, motels, lodging houses, apartments and certain residential care facilities serving non-

ambulatory clients (Group R-1, R-2, R2.1, R-4 Occupancy). Jails and care facilities (Group I Occupancy) shall be performed every two years in accordance with Section 13146.4 of the Health and Safety Code. Those inspections must be reported to the governing body and acknowledged via resolution.

There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. It was the consensus of City Council to receive and file the 2018 Fire Department Annual Report.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve **Resolution 19-62**, approving the final acceptance of the 2018 California State Fire Marshal mandated inspections. Motion carried by unanimous vote.

12. 8:58 - APPROVED - **RES. 19-63**, ADOPTING THE FRESNO COUNTY MULTI-HAZARD MITIGATION PLAN (MJHMP) AND CITY OF CLOVIS LOCAL HAZARD MITIGATION PLAN (LHMP).

Life Safety Enforcement Manager Chad Fitzgerald presented a report on a request to adopt the Fresno County Multi-Hazard Mitigation Plan (MJHMP) and City of Clovis Local Hazard Mitigation Plan (LHMP). The Disaster Mitigation Act (DMA) of 2000 and 44 Code of Federal Regulations 201.6 requires a Local Hazard Mitigation Plan (LHMP) be prepared before a disaster to guide risk-reduction activities prior to an event. In coordination with Fresno County, Clovis followed the process required by the DMA to analyze both the County risk and City of Clovis risk from natural hazards. The MJHMP and LHMP are the result of that process. Specifically, these plans identify natural hazard risks faced regionally and locally, establish a means to coordinate available resources, and outline actions to reduce or eliminate risks. The Fresno County MJHMP and City of Clovis LHMP Annex have received tentative approval from the California Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA). In order to be fully executed and approved, Council must formally adopt each plan and direct staff to incorporate the City of Clovis LHMP into the Safety Element of the General Plan as part of the General Plan Update process. In addition, jurisdictions must adopt the plan if they wish to be eligible for various federal mitigation, preparedness or response grant funding. There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve **Resolution 19-63**, adopting the Fresno County Multi-Hazard Mitigation Plan (MJHMP) and City of Clovis Local Hazard Mitigation Plan (LHMP). Motion carried by unanimous vote.

13. 9:04 - POLICY DIRECTION PROVIDED – FOR THE CITY COUNCIL TO PROVIDE POLICY DIRECTION TO SUPPORT OR OPPOSE PROPOSED HOUSING LEGISLATION;

RECOMMEND SUPPORT:

- AB 10 (STATE TAX CREDIT FUNDING)
- SB 5 (TAX INCREMENT FUNDING FOR AFFORDABLE HOUSING)

RECOMMEND OPPOSE:

- AB 1763 (LAND USE CONTROL)
- SB 48 (LAND USE CONTROL)
- SB 50 (LAND USE CONTROL)
- SB 330 (LAND USE CONTROL) straight oppose

City Manager Luke Serpa provided a brief overview of the proposed legislation and summarized the League of California Cities position to support or oppose certain housing legislation as noted above.

There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. Motion by Councilmember Whalen, seconded by Councilmember Ashbeck, for the Council to authorize letters of opposition and support for the bills listed above as recommended by staff noting that SB 330 was "oppose" and AB 1763, SB 48, and SB 50 were "oppose unless amended". Motion carried by unanimous vote.

CITY MANAGER COMMENTS 9:08 - BRIEF UPDATE ON THE PROPOSED FRESNO COUNTY LIBRARY

City Manager Luke Serpa presented a brief update on the proposed Fresno County Library new architectural renderings.

COUNCIL ITEMS

14. Council Comments – 9:13

Councilmember Ashbeck commented on the Employee Appreciation Dinner and thanked staff.

Councilmember Mouanoutoua questioned if Dwight Kroll had been in attendance at meeting with the County when the new library architectural drawings were shown. Dwight Kroll responded affirmatively.

Councilmember Flores commented on the Employee Appreciation Dinner and noted that the longevity of the city's employees is a reflection of our city management team.

Mayor Bessinger commented on the Employee Appreciation Dinner and thanked staff.

CLOSED SESSION 9:17

15. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Brianne Glick v. City of Clovis, et. al.;
Fresno County Superior Court case # 19CECG00122
16. Government Code Section 54956.9(d)(4)
CONFERENCE WITH LEGALCOUNSEL - ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9
(Deciding Whether to Initiate Litigation)

One Potential Case

Motion by Councilmember Flores, seconded by Councilmember Ashbeck for the City Council to authorize the initiation of litigation. Motion carried by unanimous vote.

Mayor Bessinger adjourned the meeting of the Council to June 3, 2019

Meeting adjourned: **9:28 p.m.**

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: June 3, 2019

SUBJECT: City Clerk – Adopt - Ord. 19-08, R2019-01, A request to prezone approximately 208 acres of property located northeast of Behymer and Willow Avenues and to adopt a Master Plan for Focus Area #11 of the General Plan. Multiple owners, Main Street Promenade, LLC, applicant. (Vote: 5-0)

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



AGENDA ITEM NO: 4
City Manager: AA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: June 3, 2019

SUBJECT: Approval – Res. 19-____, Authorizing a Loan Application to Pacific Gas and Electric's On Bill Financing Program for Supplemental LED Lighting Funding

ATTACHMENT: (A) Resolution 19-____

CONFLICT OF INTEREST

None

RECOMMENDATION

Approve a resolution authorizing the City Manager to complete a loan application to Pacific Gas and Electric's (PGE) – On Bill Financing (OBF) Program for supplemental LED lighting funding.

EXECUTIVE SUMMARY

On November 13, 2018, the City Council approved Compass Energy Solutions (CES) to implement Phase 2 of the LED lighting project. The project consisted of installing LED lighting at the City's Surface Water Treatment Plant and throughout the portions of the Operations and Maintenance Service Center that had not been previously retrofitted. The City has entered into a contract with CES for \$484,594.

The project was to be funded by a California Energy Commission (CEC) Energy Conservation Assistance Act 1% loan, not to exceed a 20-year term. The contract between the City and CES was fully contingent upon the approval of the CEC loan application.

The CEC has contacted the City and indicated they could not currently fund the Phase 2 LED project until one year from the date of Phase 1 completion. Their rationale for the time period is to allow a year to pass to prove system performance savings. The City's detailed written request to the CEC to submit an early Phase 1 payment has gone unanswered.

The LED project is viable with significant cost savings to the City over the life of the equipment. CES has identified available 0% financing through PG&E's OBF program. In order for the project to move forward, staff is seeking approval of a resolution authorizing the City Manager to complete a loan application to PG&E.

BACKGROUND

Previous CEC Loan Application

On November 5, 2018, the City Council approved a resolution to allow the City to submit a loan application for a California Energy Commission (CEC) Energy Conservation Assistance Act 1% loan, not to exceed \$500,000 for a 20-year term. Subsequently on November 13, 2018, the City Council approved entering into a contract with CES for \$484,594 to implement Phase 2 of the LED lighting project. The contract between the City and CES was fully contingent upon the approval of the CEC loan application.

The CEC has contacted the City and indicated they could not currently fund the Phase 2 LED project until one year from the date of Phase 1 completion. Their rationale for the time period is to allow a year to pass to prove system performance savings. The City's detailed written request to the CEC to submit an early Phase 1 payment has gone unanswered.

Previous Phase 2 LED Project Approval

On November 13, 2018, the City Council approved Compass Energy Solutions (CES) to implement Phase 2 of the LED lighting project. The project consisted of installing LED lighting at the City's Surface Water Treatment Plant and throughout the portions of the Operations and Maintenance Service Center that had not been previously retrofitted. The City has entered into a contract with CES for \$484,594.

Current Project Loan Strategy

The LED project is viable with significant cost savings to the City over the life of the equipment. CES has identified available 0% financing through PG&E's On Bill Financing program. In order for the project to move forward, staff is seeking approval of a resolution authorizing the City Manager to complete a loan application to PG&E.

Loan Application Details

PG&E's OBF program was created for public agencies to pay for energy efficiency retrofit projects with no interest loans that are repaid through monthly PG&E bills. CES has met with PG&E/OBF staff to determine the City's eligibility for the Phase 2 LED lighting project. After determining the project's energy savings, the PG&E/OBF program will fund \$402,502 of the project's \$484,594 project cost. The proposed loan is based upon a 10-year loan at 0%. CES has acquired a \$21,092 rebate through Ecology Action, a third party PG&E partner, and would be paid post-project after their

inspection was completed. This is an increase of \$11,092 of the original project's proposed rebate. The City would need to provide \$61,000 in buy down costs to make up the deficit of the project's total cost. Following is a cash flow chart reflecting the loan's specifics:

**Clovis Corp Yard B-G & SWTP (ESTIMATED) CASH FLOW 0%
OBF & CASH**

| DESCRIPTION | AMOUNT |
|-------------------------------------------------------------------------------------------|-------------------|
| (A) CES Proposed Design & Delivery Cost: | \$484,594 |
| CASH | (\$61,000) |
| Sub Total: | \$423,594 |
| | (\$21,092) |
| | 402,502 |
| Assumed Annual Rate of Escalation in Energy Costs Used in column (A) of Table Below: | .04 |
| Assumed Annual Rate of Escalation in Operational Costs Used in column (B) of Table Below: | 0 |

| Year | (A) Estimated Annual Energy Savings | (B) Estimated Annual Operational Costs | (C) Estimated Annual Rebate/Relamp | (D) Estimated Annual Savings (A) - (B) + (C) | (E) Annual Debt Service (10 Years) | (F) Estimated Annual Cash Flow (D) - (E) |
|---------------|-------------------------------------------------|----------------------------------------------------|------------------------------------------|-------------------------------------------------------------|---------------------------------------------|---------------------------------------------|
| 1 | 42,456 | 0 | 0 | 42,456 | 40,250 | 2,206 |
| 2 | 44,154 | 0 | 0 | 44,154 | 40,250 | 3,904 |
| 3 | 45,920 | 0 | 0 | 45,920 | 40,250 | 5,670 |
| 4 | 47,757 | 0 | 0 | 47,757 | 40,250 | 7,507 |
| 5 | 49,668 | 0 | 0 | 49,668 | 40,250 | 9,418 |
| 6 | 51,654 | 0 | 0 | 51,654 | 40,250 | 11,404 |
| 7 | 53,720 | 0 | 0 | 53,720 | 40,250 | 13,470 |
| 8 | 55,869 | 0 | 0 | 55,869 | 40,250 | 15,619 |
| 9 | 58,104 | 0 | 0 | 58,104 | 40,250 | 17,854 |
| 10 | 60,428 | 0 | 0 | 60,428 | 40,252 | 20,176 |
| 11 | 62,845 | 0 | 0 | 62,845 | 0 | 62,845 |
| 12 | 65,359 | 0 | 0 | 65,359 | 0 | 65,359 |
| 13 | 67,973 | 0 | 0 | 67,973 | 0 | 67,973 |
| 14 | 70,692 | 0 | 0 | 70,692 | 0 | 70,692 |
| 15 | 73,520 | 0 | 0 | 73,520 | 0 | 73,520 |
| 16 | 76,461 | 0 | 0 | 76,461 | 0 | 76,461 |
| 17 | 79,519 | 0 | 0 | 79,519 | 0 | 79,519 |
| 18 | 82,700 | 0 | 0 | 82,700 | | 82,700 |
| 19 | 86,008 | 0 | 0 | 86,008 | | 86,008 |
| 20 | 89,448 | 0 | 0 | 89,448 | | 89,448 |
| Total: | 1,264,258 | 0 | 0 | 1,264,258 | 402,502 | 861,756 |

Conclusion

The proposed PG&E/OBF 0% loan would provide a savings of \$30,000 in loan interest over the 1% CEC loan. The available project rebate has increased \$11,092 from the original proposed PG&E rebates. The Phase 2 LED project is viable and will provide the City with significant savings over the life of the project. Following is a summary of the project's financial strategy update:

| Operation and Maintenance Service Center and SWTP Finance Update | |
|-----------------------------------------------------------------------------|------------------|
| | |
| Project Cost | \$484,594 |
| Ecology Action Rebate | \$21,092 |
| Project Net Cost | \$463,450 |
| | |
| 0% PGE OBF | \$402,502 |
| City Out of Pocket Buy-Down Cost | \$61,000 |
| | |
| Rebate Increase | \$11,092 |
| Estimated Interest Savings (0% vs 1%) | \$30,000 |
| Project Duration | 8 Weeks |

FISCAL IMPACT

The strategic action to apply for a PGE/OBF loan application, which until actual loan documents are fully executed, is non-binding; therefore, there is no impact to the FY2018/2019 budget.

REASON FOR RECOMMENDATION

Staff continues to explore ways of responsibly implementing viable energy projects as a means of reducing facility energy costs and is currently working with CES to determine the viability of a limited LED lighting project.

CES has identified a 0% On Bill Financing loan administered by PG&E which uses the estimated energy cost savings to repay the loan. The monthly energy payment, inclusive of the loan payment, will not exceed the City's current monthly energy costs expended in lighting, had the energy improvements not been implemented.

ACTIONS FOLLOWING APPROVAL

Staff will coordinate with CES to prepare a PG&E loan application for City Manager signature, not to exceed \$402,502, and accrue all necessary documents to assemble a complete loan application package for submittal to PG&E for evaluation. If approved, the City Council authorizes the City Manager to execute all necessary documents to complete the loan process and upon full loan funding, is authorized to issue a "Notice to Proceed" to CES for project implementation.

Prepared by: Larry Louie, Department Support Manager

Submitted by: Shonna Halterman, General Services Director 

Attachment A

RESOLUTION 19-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING
A LOAN APPLICATION TO PACIFIC GAS AND ELECTRIC FOR FUNDING
OF SPECIFIED ENERGY EFFICIENCY PROJECTS**

WHEREAS, Pacific Gas and Electric provides loans to public agencies to finance energy efficiency retrofit projects; and

NOW THEREFORE, BE IT RESOLVED, that the Clovis City Council authorizes the City of Clovis to apply for On Bill Financing from the Pacific Gas and Electric to implement an energy efficiency retrofit project.

BE IT ALSO RESOLVED, that if recommended for funding by Pacific Gas and Electric, the Clovis City Council authorizes the City of Clovis to accept a loan up to \$402,502.

BE IT ALSO RESOLVED, that the amount of the loan will be paid in full, based upon projected energy savings, billed to monthly energy bills over the course of 10 years.

BE IT FURTHER RESOLVED, the City Manager is hereby authorized and empowered to execute in the name of the City of Clovis, all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 3, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk



AGENDA ITEM NO: 5
City Manager: AKH

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 3, 2019

SUBJECT: Approval – Final Acceptance for CIP 18-04, Crescent Avenue, and Beverly Avenue Sewer Replacement, and Alamos/Burgan Manhole Repair.

ATTACHMENT: (A) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

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

EXECUTIVE SUMMARY

The project involved removal and replacement of existing deteriorated 6" and 8" vitrified clay sewer mains with 8" PVC sewer main, reconnecting laterals, trench resurfacing, manhole repair, and striping and pavement markings. Also included is modification of the existing manhole at Alamos and Burgan Avenues to improve flow characteristics and serviceability.

BACKGROUND

Bids were received on January 8, 2019 and the project was awarded by City Council to the low bidder, Haydon Construction, Inc., on January 22, 2019. The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

| | | |
|----|----------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1. | Award | \$ 146,930.00 |
| 2. | Cost increases/decreases resulting from differences between estimated quantities used for award and actual quantities installed. | (\$ 2,232.00) |
| 3. | Contract Change Orders | \$ 0.00 |
| 4. | Liquidated Damages Assessed | <u>\$ 0.00</u> |

Final Contract Cost

\$ 144,698.00

This project was approved in the Community Investment Program 2018-2019 fiscal year budget and is fully funded by Sewer Enterprise fund.

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

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

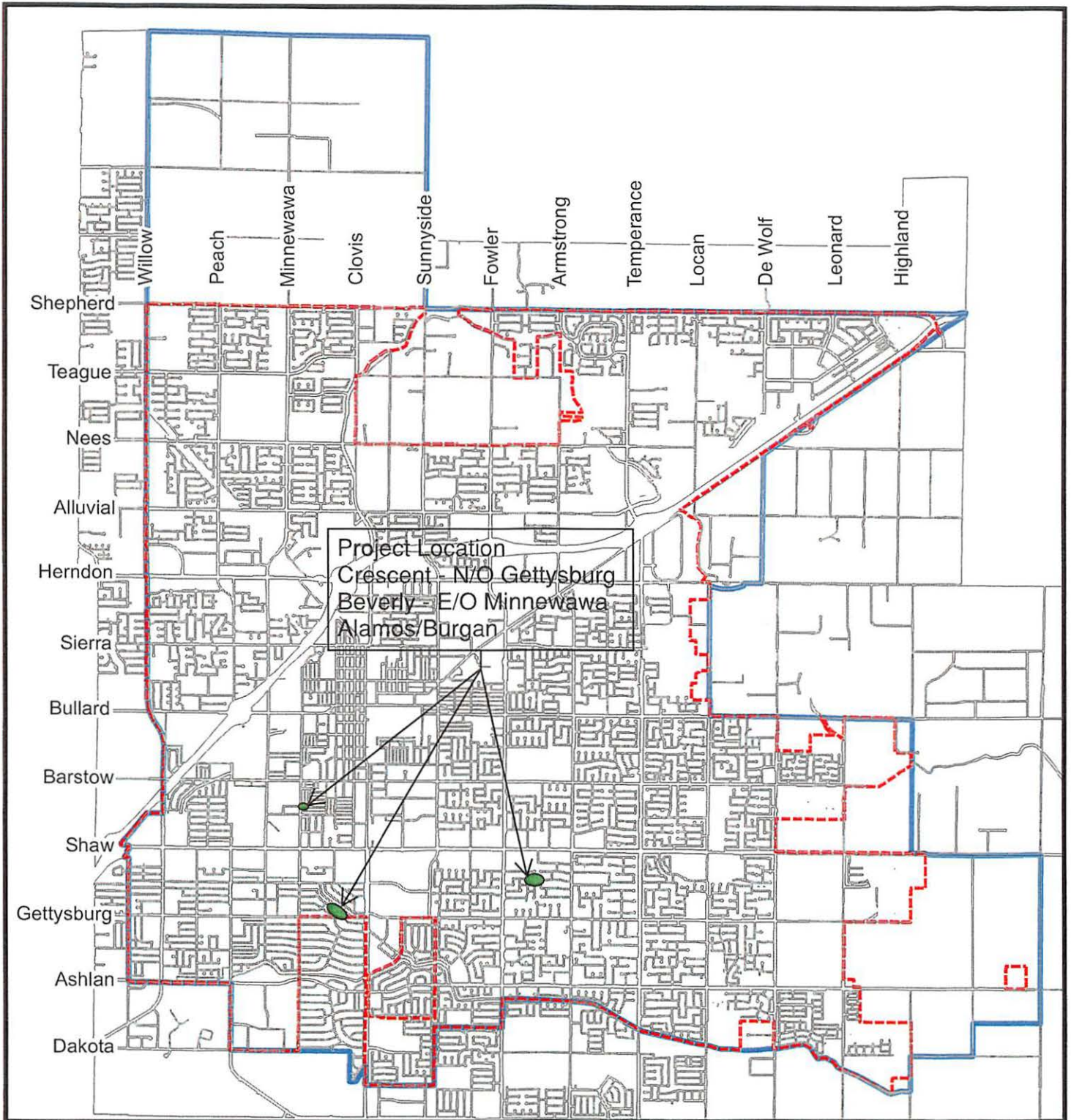
Prepared by: Eric Easterling, Construction Manager

Submitted by: 
Michael Harrison
City Engineer

Recommended by: 
Dwight Kroll
Director of Planning and
Development Services

VICINITY MAP

CIP 18-04 Crescent & Beverly Sewer Replacement, and Alamos/Burgan MH



ATTACHMENT A



 CITY LIMITS  SPHERE OF INFLUENCE

January 22, 2019

Prepared By: John Cross



AGENDA ITEM NO: 6
City Manager: AA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 3, 2019

SUBJECT: Approval - Award Construction Management 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 Construction Management Services

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to award a Construction Management Services agreement for CIP 18-12, Fire Station No. 6, to Vanir Construction Management Inc., in the amount of \$548,170; 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 professional construction management services on February 28, 2019. Proposals from two companies were received on March 29, 2019. Vanir Construction Management, Inc. met all the qualifications of this RFP and ranked number one after the consultant selection process. The project consists of construction management for Fire Station No. 6, including construction administration, construction management, inspecting, estimating, constructability reviews and scheduling. During the selection process, the CM services reduced their estimated work times, reducing the initial cost proposal.

BACKGROUND

Fire Station No. 6 will provide fire protection service to the south-eastern area of the 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.

City of Clovis prepared and sent out a Request for Proposals (RFP) for construction management professional services on February 28, 2018. Proposals from Vanir Construction Management Inc., and 4Creeks, Inc. were received on March 29, 2019. Vanir Construction Management, Inc. met all the qualifications of this RFP and ranked number one after the consultant selection process.

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 construction management services for this project is \$548,170.

REASON FOR RECOMMENDATION

Vanir Construction Management, Inc. met all the qualifications of this RFP and ranked number one after the consultant selection process. There are sufficient funds available for the anticipated costs of this project.

ACTIONS FOLLOWING APPROVAL

Staff will prepare and execute a Construction Management Services agreement with Vanir Construction Management Inc., for providing a complete construction management services for the project as described in Attachment "A".

Upon execution of the Construction Management Services agreement with Vanir Construction Management, Inc., staff will immediately commence the construction management services for CIP 18-12. The project is estimated to take 30 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 PROPOSAL TO PROVIDE PROJECT CONSTRUCTION MANAGEMENT SERVICES



**Fire Station No. 6
(CIP 18-12)**

February 28, 2019

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 project construction management services for the development of the City of Clovis Fire Station No. 6. |
| Proposal Due Date: | 3:00 p.m., March 29, 2019 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., March 8, 2019. Responses to timely inquiries will be posted on PlanetBids, on or about March 15, 2019. <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: April 1, 2019 – April 19, 2019 Interview Top 3 Consultants: May 1, 2019 – May 15, 2019 Selection/Negotiation: May 16, 2019 – May 20, 2019 Council Approval: June 10, 2019 Contract Award and Notice to Proceed: June 25, 2019 |

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

1. INTRODUCTION

A. PROJECT DESCRIPTION AND INFORMATION

The City of Clovis is interested in securing consultant services for project construction management services for the Fire Station No. 6 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. The southerly portion of the site (See Parcel A of the attached Exhibit A – Proposed Site Plan) consist of various on-site and off-site improvements but is not limited to: a fire station, 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.

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.

PROJECT LOCATION MAP



Fire Station No. 6 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, and Fire Station Floor Plan in Exhibit C – Sample Floor Plan and Elevations.

B. REQUIRED CONSULTANT SERVICES

The Consultant selected shall provide all professional Construction Management services for the Fire Station, which is generally summarized as unified oversight and management of the Project to maintain time, quality and cost control objectives. This includes General Construction Management, Pre-Construction Services, Contract Administration, and Closeout for the Project, as well as, 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 or carry out:

1. Project Schedule
2. Project Budget
3. Cost Reports
4. Project Management Plan
5. Construction Contracting and Bid Package Strategy
6. Project Progress and Coordination Meetings
7. Construction Milestone Schedule
8. Review of Design Documents
9. Front-end (Divisions 00 & 01) Document Review
10. Construction Project Cost Estimate
11. On-site Contract Administration
12. Construction Management Plan

13. Submittal and Shop Drawing Review
14. Project Site Meetings
15. Change Order Management
16. Construction Cost Reduction Proposals
17. Inspections during Course of Construction
18. Punch List Management
19. One (1) Full Time Inspector On-Site
20. One (1) Part Time Construction Manager

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 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. Ensure the Fire Station is built per plans and specifications
2. Review A&E's detailed (line item) construction cost estimate
3. Review front-end (Divisions 00 & 01) documents
4. Attend Meetings and Prepare Meeting Minutes
5. Update Project Schedules
6. Construction Support Services
7. Contract Administration Services

B. PROJECT BUDGET AND FUNDING

This project is funded with local funds. The proposed budget for construction of the Fire Station and Site Work is \$4,750,000.

C. PROJECT CONSTRUCTION MANAGEMENT CODE REQUIREMENTS

Consultant's Construction Management Team must be familiar with applicable building/design codes and regulations including, but 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, California Code of Regulations, Title 24, Part 11; 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 the construction management of Fire Station No. 6. 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:

A. GENERAL CONSTRUCTION MANAGEMENT

1. CONTRACT ADMINISTRATION

Provide contract administration support services for the Fire Station No. 6 project, integrating services with the standard OWNER systems, personnel and procedures.

2. CONSTRUCTION ADMINISTRATION

Establish written procedures for the Project and upon OWNER-approval of written procedures, prepare and revise as necessary. Procedures for the Project shall include, at a minimum, discussion of the following:

- i. lines of communication;
- ii. protocol for processing budget revision;
- iii. protocol for processing contingency revision;
- iv. procurement guidelines;
- v. job progress meetings;
- vi. processing payment requests;
- vii. site security;
- viii. storage of materials and staging of construction;
- ix. owner directed changes during construction; and
- x. protocol for processing RFI's, review of submittals or substitutions, requests for equitable adjustments and any changes to the contract sum or contract time.

3. CONSTRUCTION MANAGER shall document all procedures, provide reports and controls as follows:

- a. Develop and maintain a filing system for all Project construction phase documents consistent with OWNER requirements.
- b. Prepare and maintain a Project Master Schedule in cooperation with the OWNER; obtain all Project schedules, including construction contractor Critical Path Method ("CPM") schedules; and create Master Schedule progress graphs for each phase of construction and the overall Project.
- c. Prepare and maintain a system which organizes and tracks all Project documents, including all design, consultant and prime construction contracts which affect the construction, plans and specifications, project schedule, progress graphs, cost estimate, request for information, architectural supplemental instructions, proposal requests, change orders, contract drawings and submittals of any kind, Project correspondence, meeting notes, inspection deficiency notices, records

- of tests and test results, inspection reports and notices, and any other items deemed necessary by the OWNER ("Project Documentation").
- d. Maintain one (1) set of PROJECT Documentation at the PROJECT site, with all updates current to within one (1) week of issuance.
- e. Develop a monthly PROJECT reporting format, "Monthly Report", which shall include a detailed accounting of monies paid to date on the construction contract, monies approved for payment on the construction contract, current calculations of Contract Sum for the construction contract as affected by change orders, current project schedule for the construction contractor as affected by change orders, current job progress, milestones achieved, progress photos, areas of concern and other items of general interest. Provide five (5) copies of the Monthly Report to OWNER on the tenth (10th) business day of each month beginning with the start of construction.
- f. Organize and maintain file of warranties and closeout items by contract and contract specification sections.

B. PRECONSTRUCTION SERVICES: SCHEMATIC, DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT PHASE

1. Perform value engineering and cost reduction analyses in coordination with the OWNER and architects and consultants concurrent with the design of the PROJECT.
2. Perform all necessary technical evaluations of designed and specified products and construction techniques shown on all Project design documents to assure constructability of the design. CONSTRUCTION MANAGER is not responsible for the design or construction contractor's means and methods of construction.
3. Prepare, update and refine construction cost estimates from the schematic design phase through the construction document phase for each set of design documents. Construction cost estimates should be coordinated with and, unless otherwise directed by OWNER, be in a format approved by OWNER. CONSTRUCTION MANAGER shall prepare the cost estimates in detail appropriate to the stage of the documents. CONSTRUCTION MANAGER shall prepare at most one (1) construction cost estimate during the Schematics Design Phase, two (2) estimates during the Design Development Phase, and three (3) estimates during the Construction Document Phase. CONSTRUCTION MANAGER shall reconcile CONSTRUCTION MANAGER's cost estimates with that of OWNER'S separate consultants or contractors.
4. Provide recommendations on procurement of OWNER furnished furniture, fixtures and equipment items as directed by OWNER.
5. Advise OWNER regarding staging areas, temporary facilities, and other Project requirements common to all phases of the construction.
6. Attend regular design and design review meetings with the architects, and other project related meetings as directed by OWNER. Provide recommendations to OWNER and architect on construction feasibility, availability of materials and labor, and time requirements for installation and

construction.

7. Review existing Project schedules and recommend to OWNER revisions to reflect current conditions or mitigation plans to maintain PROJECT schedule. Prepare a detailed PROJECT master schedule in OWNER-approved format of all design, procurement, bidding and construction activities, through system testing and occupancy. Identify and include major PROJECT milestones. Inform OWNER of adverse impacts to the PROJECT master schedule. Recommend to OWNER corrective action where necessary. Provide regular updates to OWNER.
8. Provide ongoing schedule monitoring and update the PROJECT's master schedule monthly. Continually (at least bi-weekly) report on schedules, delays and conflicts and advise OWNER of all events impacting the PROJECT master schedule. Develop and implement OWNER-approved mitigation plans as required to maintain the PROJECT master schedule.
9. Perform administrative functions relevant to the project, including filing, contract processing, document control and budget tracking.
10. CONSTRUCTION MANAGER is not obligated to perform any activity which requires a professional design license.

C. CONSTRUCTION PHASE

1. Conduct weekly coordination meetings between the construction contractors, architects and engineer(s).
2. Document all meetings and verbal directives and provide copies to OWNER's project managers within five (5) working days.
3. Receive and review all construction contractor's payment requests, and make recommendations as to payment.
4. Receive and review all written requests from construction contractors for additional time or money and make recommendations to OWNER regarding same.
5. Document any conditions which a construction contractor alleges is an unforeseen condition by photograph, videotape, or written memorandum. Advise OWNER's project manager of the alleged unforeseen condition as soon as it is reported. Coordinate the timely exchange of information regarding the condition, including supplemental instructions and proposal requests between the architect and contractor to avoid delays and resulting claims for additional time and costs. When requested by OWNER, evaluate contractor assertions of unforeseen conditions and provide a recommendation regarding resolution of same.
6. Document any observed safety violation, hazardous condition, or incident of bodily injury or property damage. Advise OWNER's project manager and construction contractor of the observation on the same day it is noted in the daily log. Coordinate the timely exchange of information regarding the condition to avoid injury, damage, delays and resulting claims for additional time and costs. When requested by OWNER, evaluate contractor refusals to comply with contract safety specifications and provide a recommendation regarding resolution of same.

7. Evaluate Project document changes issued by architect prior to issuing them to the contractor(s) and make recommendations to the OWNER for the appropriate Architect's Supplemental Instructions or Proposal Requests - designation. When the contractor submits requests for compensation for a proposed change in scope, CONSTRUCTION MANAGER shall review and submit written recommendations to the OWNER including any analysis thereof.
8. In the event lack of clarity, ambiguity, errors, or omissions in the construction contract documents become apparent, CONSTRUCTION MANAGER will evaluate construction contractors assertions regarding the Project Documentation and advise OWNER, if necessary, as to merit of assertion and need for clarification of Project Documentation, if any.
9. Review construction contractors' cost estimates, and negotiate changes to the contract consistent with OWNER's direction; and, at OWNER's request and by mutual agreement of the parties, prepare cost analysis or estimate of work described in the proposed change order.
10. Receive and review all contractor submittals and shop drawings for conformance with Project submittal requirements prior to architect review and OWNER approval.
11. On a monthly basis, monitor contractor's schedule(s) and advise OWNER of schedule impacts and deviations from contractor's critical path(s).
12. Assist the OWNER in obtaining all permits as may be required for the Project. CONSTRUCTION MANAGER is not responsible for preparation and/or payment of any permits required for the Project.
13. Coordinate all on site services of persons or entities under contract with the OWNER, including but not limited to, contractors, architects, engineers, site surveyors, and material testing lab services. In the case of professional services, coordinate means to inform a party of the need for their service with sufficient advance notice that the service can be provided on the required date, schedule the service with the professional, ensure site access and availability of resources or other PROJECT personnel who may be required for the professional's work, and keep OWNER advised of same.
14. Observation and monitoring of the construction contracts consistent with the General Conditions of the Contracts for Construction for the Project, including, without limitation, the following:
 - a. CONSTRUCTION MANAGER, with Owner's concurrence, shall take appropriate action to direct that each construction contractor performs all work in accordance with the Project Documentation.
 - b. Attend construction contractor's field quality control inspection(s) and review for compliance with contract documents and coordinate special inspections required by the work of Owner's separate contractors/consultants.
 - c. Assure that construction contractor(s) coordinates and completes all required code compliance inspections, field tests and sign-offs required by County and any other regulatory or testing and inspection firms/agencies.

- d. Review construction contractor's as-built documentation and ensure it is up-to-date to within one (1) week of construction and installation.
- e. Coordinate construction activities and master Project schedule.
- f. Maintain a complete set of files in the Project office containing a complete record of construction. The files shall contain all Project correspondence, meeting and telephone notes, inspection deficiency notices, inspection diaries, records of tests and test results, and inspection reports and notices, etc.
- g. Use best efforts to make jobsite alcohol and drug free.

D. CLOSE-OUT

1. Prepare schedule of all closeout activities, checkout items, and check-off list, noting construction contractor document requirements as set forth in Project documents.
2. Schedule, coordinate and supervise final tests and start-up of all building systems. For the purposes of this paragraph, coordinate means to inform all relevant parties with sufficient advance notice of the inspection or start-up date, ensure site access and availability of resources or other Project personnel who may be required for the work and keep OWNER advised of same.
3. Ensure that construction contractor(s) have provided all Project records, drawings, O&M manual, warranties and guarantees, and test reports as required and as directed by OWNER. Coordinate contractor's complete training of OWNER personnel on all building systems. For the purposes of this paragraph, coordinate means to inform all relevant parties with sufficient advance notice of the training date, review training for completeness and accuracy, ensure availability of resources or other Project personnel who may be required for the training, and keep OWNER advised of same.
4. CONSTRUCTION MANAGER shall monitor and coordinate the architect's preparation of a detailed listing of construction contractor omissions and defects (commonly referred to as a punch list) and final inspection of the Project. CONSTRUCTION MANAGER shall schedule, coordinate and supervise the inspection of the Project for conformance with Project documents, and distribute a joint final inspection with the OWNER, other agencies, and any other parties as are necessary and/or required. The final inspection shall list all deficiencies and that the CONSTRUCTION MANAGER shall direct the contractor to correct them within thirty (30) calendar days and CONSTRUCTION MANAGER shall check utilities, operating systems and equipment for operational readiness.
5. Prepare all necessary documentation for OWNER'S final acceptance of Project, contract closeout and final report.
6. Upon completion of construction of the Project, CONSTRUCTION MANAGER shall provide a written statement verifying to the OWNER that, to the best of CONSTRUCTION MANAGER'S knowledge, the Project has been completed in accordance with the construction contract documents and any change orders thereto, and in accordance with any and all applicable codes and

ordinances. This verification does not relieve the contractor(s) or architects of their responsibility to certify compliance or completion of the work in accordance with the contract documents.

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 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 Construction Management 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 receive monthly progress payments and shall be based on percent of work complete or completion of clearly defined "milestones." Consultant shall prepare a fee estimate with progress payments at defined milestones/tasks for City consideration.

For uniformity, cost proposals should be submitted in the format provided in Exhibit F (Cost Proposal Form). The cost proposal must identify the key staff identified in the organizational chart and other classifications that will be billed. Consultant must include a separate cost proposal for each sub-consultant. Each sub-consultant's cost proposal must follow the same format as the prime consultant's cost proposal.

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 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:

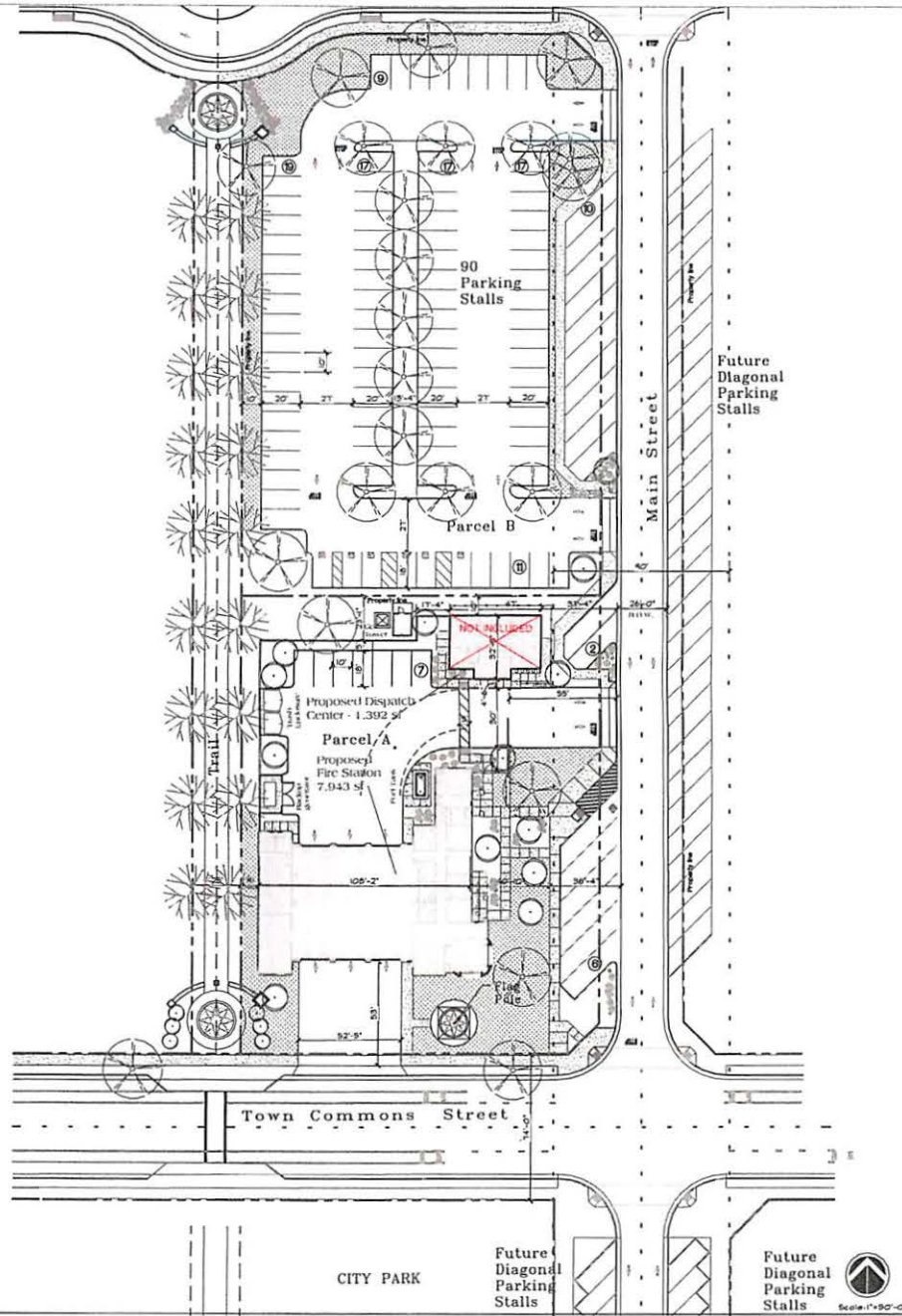
| WRITTEN EVALUATION CRITERIA | MAXIMUM POINTS |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Proposal Thoroughness and Understanding | 20 |
| Project Time Schedule | 10 |
| Cost of Services Proposed | 20 |
| Qualifications, Staff Expertise and Overall Experience | 5 |
| 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.

6. EXHIBITS

(SEE FOLLOWING PAGES)

Exhibit A
Proposed Site Plan



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

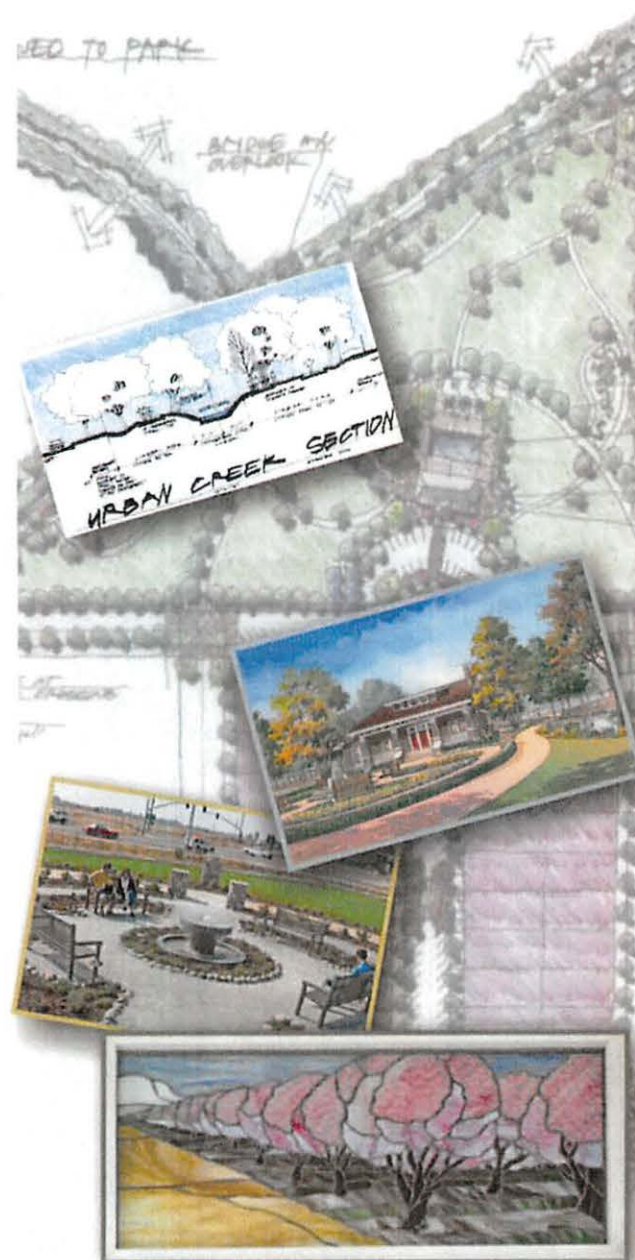
1033 Fifth Street
Clovis, CA 93612
Phone: 559-324-2340
Fax: 559-324-2866
www.cityofclovis.com



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.

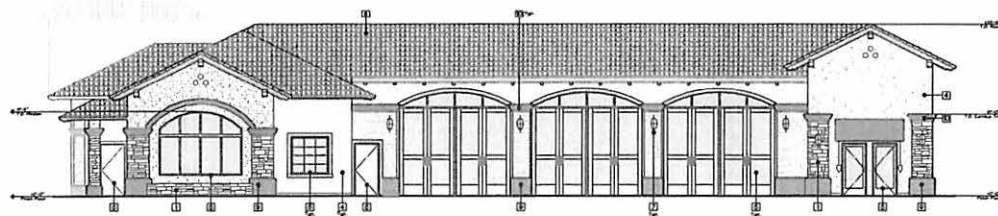


Community Center North encompasses 100-acres of land bounded by Shaw Avenue on the south, and Leonard Avenue on the east. This community will offer "main street" and a recreational park in the same style of Community Center South.

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

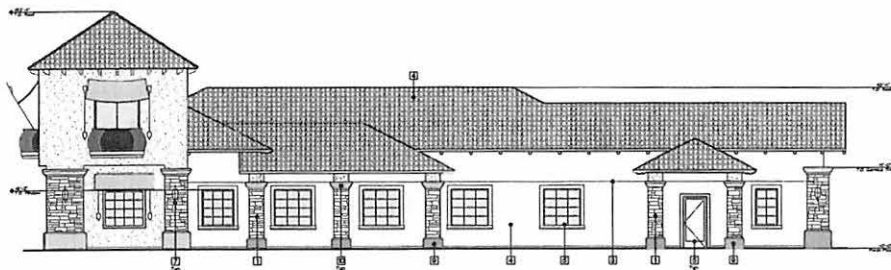
The 389-acre **Eastern Village** stretches along Shaw Avenue from Highland to McCall Avenue and south to Ashlan Avenue. The Village contains a mixture of uses, from a Mixed Use Community Center, retail commercial, office, business campus, and various densities of residential uses.





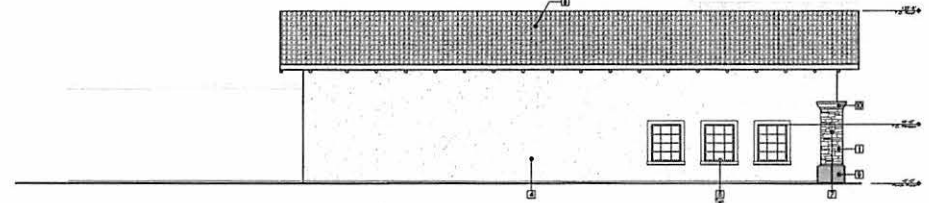
North Elevation

1/8"=1'-0"



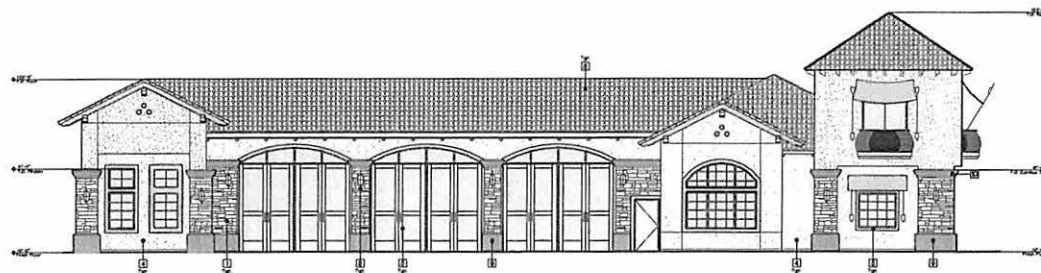
East Elevation

1/8"=1'-0"



West Elevation

1/8"=1'-0"



South Elevation

1/8"=1'-0"

Exterior Elevations

Cement Plaster (Stucco)

1. Cement plaster materials, design and construction shall conform to Chapter 23 of California Building Code.
2. Exterior cement plaster and setting shall conform to the standards listed in Title 2007.1 and Chapter 23 CAC.
3. Plastering with cement plaster shall not be less than 3 coats where applied over metal lath or wire fabric lath and not less than 2 coats where applied over masonry, concrete or gypsum board backing as specified in Section 22-0.5.
4. Exterior finish to be 7/8" cement plaster over 3/4" metal lath and (2) layers Grade "D" paper or cement plaster finish lath. Provide plaster mix (proportion to cement for (2) parts 100 mesh or less of Grade "D" paper. Also provide alternate coat (proportion for (2) parts #10 Mesh. Owner to choose between the three options. High-strength metal lath to be used at horizontal locations.
5. If plaster surface is completely covered by veneer or other facing material, or is completely covered by another wall, plaster application need not be applied. However, the plaster thickness shall be as set forth in ASTM C 1063.
6. On wood framed or steel stud construction with an on-grade concrete floor slab system, exterior plaster shall be applied to such a manner as to cover, but not to extend below, left and right paper. Application of left, right and backing of plaster shall comply with ASTM C 1063.
7. Per CAC 2017.1.2, a minimum 0.015-in. (1/64-in.) 20-gauge (short gage) corrosion-resistant wire mesh in a minimum vertical attachment range of 3 to 4 inches shall be provided at or below the foundation grade line on exterior wall walls in accordance with ASTM C 1063. The wire mesh shall be placed a minimum of 4 inches above the grade or 2 inches above ground level and be of a type that will allow trapped water to drain to exterior of building. The wire mesh shall have the attachment range. The plaster lath shall cover and terminate on the attachment range of the wire mesh.
8. Only exterior plaster joints and approval amounts plaster may be added to plastered cement. When plaster cement is used, no additional joints or plaster shall be added. Hydraulic lime or the equivalent amount of lime putty used as a plasticizer may be added to cement plaster or cement and lime plaster in an amount not to exceed that set forth in ASTM C 1063.
9. Wood lath for left or right paper shall, as well as wood sheathing or lath, shall not be less than 3 inches nominal thickness in any dimension.
10. "Cold joint" shall not be acceptable under any circumstances.
11. Wire mesh with grid exceeding 2" x 2" will be rejected.
12. Cement plaster finish shall be applied as specified by the cement plaster manufacturers' association.
13. Lath as specified shall not overlap at corner joints.
14. Lath overlaps shall not coincide with sheathing joints.
15. Specifications as specified shall apply to the horizontal direction.
16. Interior finish shall always be installed prior to application of cement plaster unless finished with smooth.
17. Where no exterior corner reinforcement is used, lath shall be turned out and cast at corner corner at least one support or frame connection.
18. Refer to Drawings for wall sheathing locations. Contractor to determine if additional sheathing is needed in any area with shear walls or to meet additional sheathing to built out the floor.

Joint Sealers

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

Elevation Notes

| No. | Description |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) | Synthetic stone |
| (2) | Aluminum storefront |
| (3) | Stucco line |
| (4) | 7/8" Cement plaster finish (3) Coat cement plaster system over (2) layers grade "D" paper over self-lathing 100% Reference Elevation Notes for more information |
| (5) | Door or window per Floor Plan |
| (6) | Entry canopy |
| (7) | Site lighting |
| (8) | Roof tile |
| (9) | Concrete base |
| (10) | Stone cornice trim |

Elevations Key Notes

EXHIBIT C
SAMPLE ELEVATION PICTURES

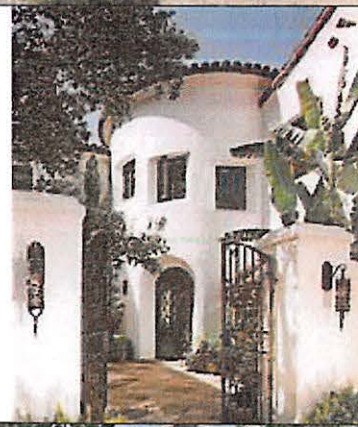




Exhibit D
Sample Agreement



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: | \$ | <u>N.A.</u> |
| Design Phase: | \$ | <u>N.A.</u> |
| Construction Phase*: | \$ | <u>N.A.</u> |
| TOTAL: | \$ | <u></u> |

* 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 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.

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 the 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

CITY OF CLOVIS

«Consultant»

By _____
Representative

By _____
City Engineer, Michael Harrison

By _____
City Clerk, John Holt

Exhibit E

PROJECT DELIVERY TIMELINE

| MILESTONE | DATE |
|-----------------------------------------------------|---------------|
| Kick off Meeting | July 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 | Summer 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 | | | |



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: June 3, 2019

SUBJECT: Approval – Partial Acceptance for Final Map for Tract 6145, located at the southwest corner of DeWolf and Richmond Avenues (Wilson Premier Homes, Inc.).

ATTACHMENT: (A) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

1. Accept a portion of the public improvements for Tract 6145; and authorize recording of the Notice of Partial Acceptance; and
2. Authorize the immediate reduction of the Performance Surety from \$2,598,000 to \$192,000, said reduced amount being equal to 125% the estimated value of the improvements remaining to be completed.
3. Authorize the reduction of the Labor and materials Surety from \$1,299,000 to \$115,000, said reduced amount being 75% of the value of the Performance Bond; said reduction to occur ninety (90) days after the recordation of the Notice of Partial Acceptance, provided no liens have been filed.
4. Authorize the release of the Public Improvements Maintenance Surety upon the expiration of the one-year warranty period for the accepted improvements, said period beginning the date of acceptance, provided any defective work has been repaired to the City's satisfaction.

EXECUTIVE SUMMARY

The owner, Wilson Homes, has requested final acceptance of a portion of the public improvements constructed or installed in conjunction with this tract. The public improvements include all those shown on the subdivision improvement plans approved by the City Engineer, with the exception of the North DeWolf Avenue median island landscape, irrigation, and left turn pocket.

All of the required improvements submitted for acceptance have been completed in accordance with the approved plans and specifications. In accordance with Subdivision Map Act Section 66499.7(d), the value of the remaining improvements is less than 20% of the overall improvements. When completed, the remaining improvements will be submitted to the Council for acceptance. This request for partial acceptance complies with the Policy and Procedures for Partial Acceptance of Subdivision Public Improvements and bond Reductions approved by the Council on December 3, 2007.

The owner has requested a deferment of sidewalk and street tree improvements to the building permits of adjacent lots. Construction of sidewalk improvements will require an encroachment permit for each lot. The street trees will be installed and sidewalk improvements will be completed according to the approved plans and ADA specifications prior to finaling the lot.

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

BACKGROUND

City Inspection staff, including those of the various affected departments, has certified that all the public improvements requested for acceptance have been constructed or installed in accordance with the approved plans, specifications and standards, and to the satisfaction of the City Engineer. The developer has furnished the required Maintenance Surety to guarantee the accepted public improvements for a period of one year from the date of Council acceptance.

FISCAL IMPACT

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

REASON FOR RECOMMENDATION

The Subdivision Map Act provides for partial acceptance of improvements and related reduction of sureties once construction of the required improvements has been completed in compliance with all codes, plans and specifications, and all other required documents

have been completed and submitted and the value of the improvements to be accepted exceed 80% of the total value of required improvements.

ACTIONS FOLLOWING APPROVAL

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

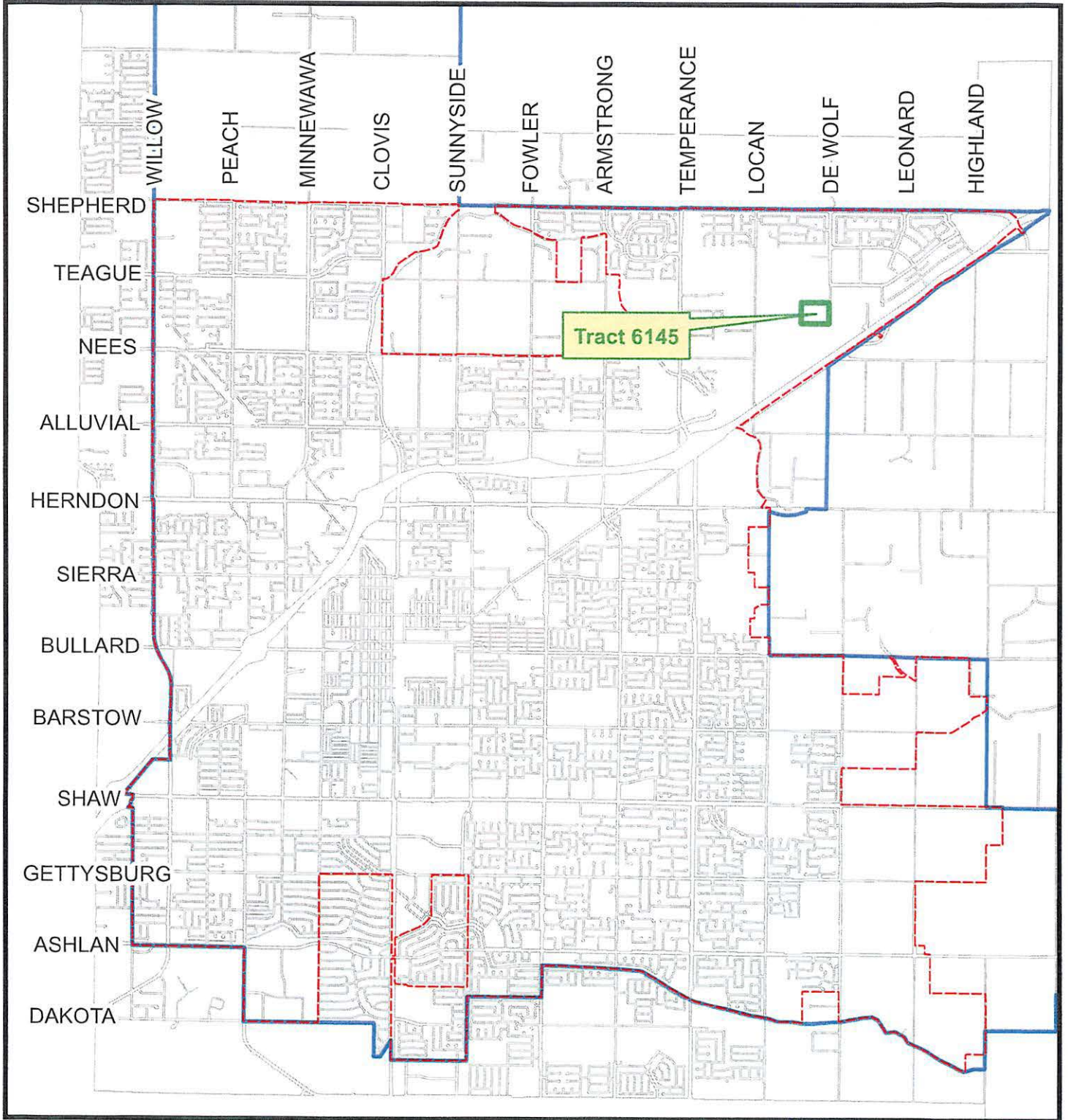
Prepared by: David Gonzalez, DRU Assistant Engineer

Submitted by: 
Michael Harrison
City Engineer

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

VICINITY MAP

Tract 6145
Wilson Premier Homes, Inc.



ATTACHMENT A



 CITY LIMITS SPHERE OF INFLUENCE

1" = 5500'



AGENDA ITEM NO: 8
City Manager: [Signature]

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Administration
DATE: June 3, 2019
SUBJECT: Approval – For the City Council to Approve a Request for Assistance to Support a Community Project

ATTACHMENTS: None

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve a request for financial assistance for a worthy community project.

EXECUTIVE SUMMARY

There is a proposal to construct a single family home at no cost for a deserving Fresno/Clovis family. The selected home builder, working in conjunction with a sponsor entity, is requesting assistance from the City in the form of relief from fees and staff support. The final selection of the recipient has not been determined and precise details are unknown at this time. There is a desire to preserve anonymity until the recipient is selected. Development Impact fees on a single family home are approximately \$36,000. Building permit/inspection fees are approximately \$4,000. Soft costs would include staff time for other needed services relating to the project. Total estimated assistance is valued at approximately \$50,000. If a Clovis resident is selected, staff is requesting authority to provide assistance with a value of up to \$50,000 as set forth herein. The basis for the assistance is the community benefit. Further details will be provided if a Clovis recipient is selected.

FISCAL IMPACT

The total impact of the requested assistance is up to \$50,000. This could be partially offset by taxes collected from participants in the project (sales and hotel).

REASON FOR RECOMMENDATION

The City of Clovis has an opportunity to participate in a worthy cause for a deserving Clovis family.

ACTIONS FOLLOWING APPROVAL

A Clovis family has not been officially chosen at this time. Approval of financial assistance is conditioned upon that selection.

Prepared by: John Holt, Assistant City Manager

Submitted by: John Holt, Assistant City Manager





AGENDA ITEM NO: 9

City Manager: AA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: June 3, 2019

SUBJECT: Consider Introduction - Ord. 19-___, An Ordinance of the City Council of the City of Clovis Amending Section 5.6.09, subsection (a) of Chapter 5.6 of Title 9 of the Clovis Municipal Code Regarding the Maximum Number of Card Tables Allowed in a Card Room

ATTACHMENTS: (A) Draft Ordinance
(B) September 6, 2011 Staff Report (less attachments)

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve the introduction of an ordinance amending Section 5.6.09, subsection (a) of Chapter 5.6 of Title 9 of the Clovis Municipal Code increasing the maximum number of authorized card tables at the 500 Club from 18 to 20.

EXECUTIVE SUMMARY

The new owners of the 500 Club (K & M Casinos, Inc.) took over operations on March 1, 2019. Staff is in receipt of a request from the owners to increase the number of card tables allowed to operate in a card room from eighteen (18) to twenty (20). The City Attorney's office reviewed the request and found that Chapter 5 of the Gambling Control Act, Business and Professions Code, Section 19961.6 subdivision (b), allows for a one time increase of two tables without requiring voter approval. Attachment (A) is the draft ordinance amending Section 5.6.09, subsection (a) increasing the maximum number of authorized card tables in a Card Room from 18 to 20. Attachment (B) is a staff report from 2011 providing some background on prior actions taken with the relocation and expansion of the 500 Club.

BACKGROUND

Between 2009 and 2011 the City Council approved various actions in connection with the relocation and expansion of the Clovis 500 Club card room from 500 Clovis Avenue to 771 W. Shaw Avenue. The expansion increased the number of permissible tables for gaming from 6 to 18.

Staff is in receipt of a request from the owners to increase the number of card tables allowed to operate in a card room from eighteen (18) to twenty (20). The City Attorney's office reviewed the request and found that Chapter 5 of the Gambling Control Act, Business and Professions Code Section 19961.6 subdivision (b), does allow for a one time increase of two tables without requiring voter approval. Below is the pertinent section of the Gambling Control Act.

Business and Professions Code, Section 19961.06

(b) Notwithstanding Sections 19961 and 19962, and in addition to the authorization granted by subdivision (a), a city, county, or city and county may amend an ordinance to increase by two the number of gambling tables that may be operated in a gambling establishment in the city, county, or city and county, above the number of tables authorized in the ordinance that was in effect on January 1, 2013. A city, county, or city and county may exercise the authority provided by this subdivision only one time, but this authority shall be in addition to any authorization under any other law for a city, county, or city and county to increase the number of gambling tables that may be operated in a gambling establishment in the city, county, or city and county.

FISCAL IMPACT

There is a potential for additional revenues with the authorization of two additional tables.

REASON FOR RECOMMENDATION

The 500 Club currently has 20 or more gaming tables for use but is only allowed to operate 18 at any one time. The new owners have requested permission to operate 20 tables, which is allowed under the Gambling Control Act. Staff does not see any additional burdens by allowing the new owners to operate 20 tables instead of 18.

ACTIONS FOLLOWING APPROVAL

As required by Business and Professions Code section 19961.1, the ordinance will be submitted to the Department of Justice for review and comment before the ordinance returns for a second reading and adoption. Staff estimates returning to City Council for adoption in approximately 30 days.

Prepared by: John Holt, Assistant City Manager

Submitted by: John Holt, Assistant City Manager

A handwritten signature in black ink, appearing to be 'JH', is written over the end of the 'Submitted by' line.

ORDINANCE 19-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING
SECTION 5.6.09, SUBSECTION (a) OF CHAPTER 5.6 OF TITLE 5 OF THE
CLOVIS MUNICIPAL CODE RELATING TO OPERATIONS: RULES AND
REGULATIONS REGARDING THE NUMBER OF GAMING TABLES ALLOWED IN
GAMING CLUBS AND CARD ROOMS**

The City Council of the City of Clovis does ordain as follows:

Section 1 Section 5.6.09, subsection (a) of Chapter 5.6 of Title 5 of the Clovis Municipal Code is hereby amended to read as follows:

5.6.09 Operations: Rules and regulations.

(a) Number of card tables. Unless restricted to a lesser number in the license, the maximum number of tables in a card room available for use at any time shall be ~~eighteen (18)~~ twenty (20). No card room shall have in operation, and no licensee or employee shall permit the card room to have in operation, more than the number of tables specified in the current and valid license issued to such licensee.

Section 2 This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

Approved: June 3, 2019

Mayor

City Clerk

* * * * *

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on June 3, 2019, and was adopted at a regular meeting of said Council held on July 8, 2019, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED:

City Clerk



AGENDA ITEM NO: 1-B 1-4

City Manager: AA

- CITY OF CLOVIS - REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 6, 2011

SUBJECT: Consider various actions in connection with the relocation and expansion of the Clovis 500 Club card room from 500 Clovis Avenue to 771 W. Shaw Avenue, Suite #101-108. The expansion would increase the number of permissible tables for gaming from 6 to 18.

Consider Approval – Res. 11-___, A request to approve an Environmental Finding of a Mitigated Negative Declaration for OA2011-02, OA2011-03, SPR2011-06 and issuance of a card room license.

Consider Introduction – Ord. 11-___, A request to approve OA2011-02 an ordinance amendment to Section 9.3.215.1 of the Clovis Municipal Code to add card rooms as a permitted use in the C-2 (Community Commercial) Zone District, subject to the provisions of Chapter 5.6 which require the issuance of a gaming club license from the City and amendment to Section 9.3.215.4 of the Clovis Municipal Code to remove card rooms as a use expressly prohibited in the C-2 (Community Commercial) Zone District. Clovis 500 Club, applicant.

Consider Introduction – Ord. 11-___, A request to approve OA2011-03 an ordinance amendment to various sections of Chapter 5.6 of Title 5 of the Clovis Municipal Code pertaining to gaming club and card room regulations and license requirements. Clovis 500 Club, applicant.

Consider Approval – Res. 11-___, SPR2011-06, A request to approve a site plan review for a change in use at 771 W. Shaw Avenue, Suite #101-108 for a card room, restaurant, bar, and outdoor patios. Western Village, Inc., a California Corporation, owner; Clovis 500 Club, applicant; John Cardot, representative.

ATTACHMENTS:

Exhibit A: Conditions of Approval
Exhibit B: Site Plan
Exhibit C: Floor Plan
Exhibit D: Elevations
Attachment 1: Mitigated Negative Declaration
Attachment 2: Planning Commission Minutes
Attachment 3: Draft CEQA Resolution
Attachment 4: Draft Ordinance, OA2011-02
Attachment 5: Draft Ordinance, OA2011-03 (showing changes)
Draft Ordinance, OA2011-03 (clean version)
Attachment 6: Draft Resolution, SPR2011-06
Attachment 7: May 4, 2011, Operational Statement from Louis Sarantos
Attachment 8: Chronology of Proposal
Attachment 9: Correspondence
Attachment 10: July 19, 2011 letter from the Bureau of Gambling Control

CONFLICT OF INTEREST

None

RECOMMENDATION

The Planning Commission and Staff recommend that the City Council:

1. Approve Res. 11-___, adopting a Mitigated Negative Declaration for OA2011-02, OA2011-03, and SPR2011-06, pursuant to CEQA Guidelines; and
2. Approve Ordinance Amendment OA2011-02 amending Section 9.3.215.1 of the Clovis Municipal Code to add card rooms as a permitted use in the C-2 (Community Commercial) Zone District, subject to the provisions of Chapter 5.6 which require the issuance of a gaming club license from the City and amending Section 9.3.215.4 to remove card rooms as a use expressly prohibited in the C-2 Zone District; and
3. Approve Site Plan Review SPR2011-06, to allow for a card room, restaurant, bar, and outdoor patios at 771 W. Shaw Avenue Suites 101-108 subject to the attached conditions of approval listed in Exhibit "A".

Staff recommends that the City Council:

4. Approve Ordinance Amendment OA2011-03 amending various sections of Chapter 5.6 of Title 5 of the Clovis Municipal Code pertaining to gaming club and card room regulations and license requirements. (This item did not require Planning Commission action and was provided to the Commission for informational purposes.)

EXECUTIVE SUMMARY

In May 2009, the applicant Louis Sarantos ("Applicant") made two requests of the City: (1) to purchase the entire 50% general partnership interest of George Sarantos in the Clovis 500 Club partnership; and (2) to relocate, expand, incorporate, and allow for the sale of the card room business to qualified third parties with prior State and City approval. Over the past two years, staff has worked extensively with the Applicant to process his requests.

On July 6, 2010, the City Council approved the purchase and sale of the entire 50% general partnership interest of George Sarantos. Actions being considered in this report relate to item 2 above (relocate, expand, incorporate, and allow for the sale of the card room business).

This proposal has been before City Council in various capacities on four separate occasions over the past two years. The Applicant is requesting the following:

1. Expansion (increasing the number of gaming tables). The 500 Club is restricted by law (Uncodified Ordinance 86-6 and subsequent amendments) and by space limitations at its present Old Town location to operating six (6) gaming tables. Expansion beyond the current six (6) tables would trigger Chapter 5.6 of Title 5 of the Clovis Municipal Code, the City's codified Card Room Ordinance. Chapter 5.6 was approved by City Council in 1995 and limited the number of tables to fifteen (15). The Applicant is proposing amendments to the Card Room Ordinance to allow for the relocation, expansion, and incorporation. The Applicant proposes to expand to 18 tables as permitted by the California Gambling Control Act. Approval of Ordinance Amendment OA2011-03 amending various sections of the Card Room Ordinance will allow for the requested expansion.
2. Relocation of Card Room. The Applicant is proposing to move card room operations from 500 N. Clovis Ave. to the Western Village Shopping Center located on the northeast corner of Willow and Shaw Avenues at 771 W. Shaw Avenue, #101 - 108. The proposed location would nearly quadruple the existing card room space and parking is located adjacent to major transportation corridors. (The Clovis 500 Club Bar and Grill would remain in Old Town Clovis less the card room.) Approval of Ordinance Amendment OA2011-02 amending Section 9.3.215.1 of the Clovis Municipal Code to add card rooms as a permitted use in the C-2 (Community Commercial) Zone District, subject to the provisions of the Card Room Ordinance, which require the issuance of a gaming club license from the City will allow for the relocation. Site Plan Review SPR2011-06 will allow for modifications to the structure and property site to accommodate the proposed card room operation. Site Plan Reviews are normally ministerial and approved by the Director of Planning and Development Services. SPR2011-06

has been forwarded to the Planning Commission and City Council for consideration because of the related discretionary entitlements.

3. Incorporation. Applicant is requesting amendments to the Card Room Ordinance to allow for incorporation as permitted by the California Gambling Control Act. Approval of Ordinance Amendment OA2011-03 amending various sections of the Card Room Ordinance will allow for incorporation.
4. Allowance for sale to a qualified third party with prior State and City approval. The existing Card Room Ordinance prohibits the Applicant from selling or transferring any interest in the card room to anyone other than any existing licensee, their spouse, or their children. The Applicant desires that the Card Room Ordinance be amended to allow for the sale to any qualified third party with prior State and City approval in a manner consistent with the California Gambling Control Act. Approval of Ordinance Amendment OA2011-03 amending various sections of the Card Room Ordinance will allow for the sale to a qualified third party.

Ordinance Amendment OA2011-03 amending various sections of the Card Room Ordinance was provided to the Planning Commission for informational purposes only. The Planning Commission does not have jurisdiction over the Card Room Ordinance (Chapter 5.6) and associated Card Room License. On July 28, 2011, the Planning Commission did review the land use issues: whether the City should allow card rooms in the C-2 zone district and consideration of the Site Plan and recommended that the City Council approve these items.

Staff is presenting the materials as a single package because the environmental review is designed to also cover amendments to the Card Room Ordinance as well as the subsequently issued Card Room License.

BACKGROUND

The City of Clovis currently has a single card room governed by Uncodified Ordinance 86-6 and subsequent amendments. The applicant is requesting to expand the card room beyond its current six tables to 18 tables. The request to expand is subject to Codified Ordinance 95-27 and found as Chapter 5.6 of Clovis Municipal Code regarding Gaming Club and Card Room Regulations in the City of Clovis ("Card Room Ordinance"). Local licensing and regulation of gaming is in addition to and in compliance with regulations set forth by the California Gambling Control Act.

The May 4, 2011 Operational Statement from Mr. Louis Sarantos (Attachment 7) details the proposed relocation and expansion of the 500 Club from the existing location at 500 N. Clovis Avenue where they operate six (6) card tables to the 771 W. Shaw Avenue, Suite #101-108 (northeast corner of Willow and Shaw Avenues) where they propose to expand to eighteen (18) tables. The existing location would become the Clovis 500 Club Bar and Grill and maintain similar operations less the gaming aspect.

Procedurally, two ordinance amendments are required to allow for relocation, expansion, incorporation, and allowed sale to a third party. To comply with the California Environmental Quality Act (CEQA), an environmental analysis has been conducted to evaluate the impact of the proposal. Additionally, a new Card Room License will be required.

Amending the Card Room Ordinance (Chapter 5.6 of the Clovis Municipal Code) will allow for the expansion, incorporation, and sale to a third party. Relocation of the existing card room to another area within the City can be facilitated by an ordinance amendment adding card rooms as a permissible use in the C-2, Community Commercial, Zone District, subject to the Card Room Ordinance and licensing requirements. A conditional use permit is not necessary because of the strict regulations set forth in the Card Room Ordinance as well as the ability of the City to impose additional conditions through the licensing process.

Historically, the site at 771 W. Shaw Avenue has operated as a bar and restaurant with live entertainment. As minor modifications are required to the site plan to accommodate the use a site plan review application is required. This application will allow for evaluation of the parking, patio additions, and the reuse of the building as a card room and restaurant.

The entitlements to accommodate this request are being processed concurrently to permit consideration by the City Council of the entire package.

- General Plan Designation: Commercial
- Existing Zoning: C-2 (Community Commercial)
- Current Land Use: Retail/Vacant
- Adjacent Land Uses: North: Commercial
South: Commercial
East: Commercial
West: Commercial

PROPOSAL AND ANALYSIS

OA2011-02

Currently, card rooms are only permitted subject to special permit in the C-3 (Central Trading District) Zone District. To accommodate a card room at the subject site requires amendment to the Section 9.3.215.1 of the Clovis Municipal Code to add card rooms as a permitted use in the C-2 (Community Commercial) Zone District, subject to the provisions of Chapter 5.6 which impose strict regulations on card rooms and require the issuance of a card room license from the City and amendment to Section 9.3.215.4

to remove card rooms as a use expressly prohibited in the C-2 (Community Commercial) Zone District.

OA2011-03

Over the past eighteen (18) months staff, in conjunction with the City Attorney's office has met with the applicant on numerous occasions to discuss proposed amendments to the existing Card Room Ordinance to allow for what is being proposed. Amending the Card Room Ordinance (Chapter 5.6) will allow for the expansion, incorporation, and allowed sale to a third party. Attachment 5 is a copy of the Ordinance amendments. Two copies of the ordinance are provided in Attachment 5 – the first is the version that shows all of the changes compared to the original 1995 ordinance; the second is a clean version incorporating all of the changes for easier reading. In June staff sent a copy of the proposed amendments to the Bureau of Gambling Control for review. Attachment 10 is a July 19, 2011, letter from that agency indicating that the proposed changes comply with applicable provisions of the Gambling Control Act.

The recommended amendments reflect considerable work between staff and the Applicant. It is important to note that the gaming industry in the State of California is heavily regulated by the Gambling Control Act, last amended in 2008 (<http://ag.ca.gov/gambling/pdfs/gca2008.pdf>). The Card Room Ordinance and the proposed amendments are intended to regulate gaming clubs in the City concurrently with the State of California, and to impose local controls and conditions upon gaming clubs as permitted in the Gambling Control Act.

The Card Room Ordinance was developed to minimize the impact on City operations. The overall goal is to have enough regulatory authority so that in the event the operation does become a drain on City resources action can be taken to remedy, while at the same time not being overly regulatory that would impact the ability of the business to operate a successful enterprise.

SPR2011-06

Project Description

The eighteen (18) card room, restaurant and bar would occupy approximately 12,667 square feet of a stand-alone building located in the existing shopping center at the northeast corner of Willow and Shaw Avenues. The applicant is proposing to add two outdoor patios. The east patio near the entry is proposed to be 170 square feet and will be used for smoking and food service. The west patio is proposed to be 495 square feet and will be used for smoking only.

The card room will operate 24 hours a day, seven (7) days a week, and 365 days a year. There will be food service during all hours of operation; however, the restaurant and bar portions of the card room will only operate from 6:00 a.m. to 2:00 a.m.

The anticipated number of occupants at the card room during peak operating hours is approximately 350 persons, including staff.

A site plan review application is being processed to memorialize the change in use, changes to the site to accommodate handicap accessibility, and repairs and improvements to the exterior of the structure along with the construction of two outdoor patios. Site plan reviews are usually ministerial and approved by the Director of Planning and Development Services. This site plan review has been forwarded for consideration by the Planning Commission and City Council only because of the related discretionary entitlements.

Parking

Parking for commercial centers over 70,000 square feet is calculated at 4.7 parking spaces for each 1,000 square feet of building area. This shopping center has 147,607 square feet of leasable space. The outdoor patios will add another 665 square feet of leasable space for a total of 148,272 square feet of leasable space. The shopping center is required to have 697 parking stalls. Currently the shopping center has 833 regular parking spaces and 16 handicap parking spaces for a total of 849 parking spaces which exceeds the required parking by 152 parking spaces.

The center is currently occupied by several popular restaurants, a gym, a trade school, and other retail lease space. A number of these uses generate substantial parking. The applicant plans to use valet parking, with these cars being parked on site, in the parking lot north of the buildings behind the gym. This is a parking field that is not as convenient for patrons of the center to use and will insure that adequate parking continues to exist for customers patronizing this shopping center.

Issuance of Card Room License

After completion of the new building, and prior to opening, the Applicant will be required to obtain a Card Room License from the City. In connection with issuance of the License, the City may impose additional conditions relating to operation of the business. Those conditions, if any, cannot be determined until completion of the building and the submittal of detailed security and other operational plans, at which time the precise operations can be assessed.

California Environmental Quality Act (CEQA)

The City of Clovis has completed an environmental review (an assessment of the project's impact on natural and manmade environments) of the proposed project, as required by the State of California. The City Planner has recommended approval of a Mitigated Negative Declaration (a written statement announcing that this project will not have a significant effect on the environment). Recommendation of a proposed Mitigated Negative Declaration does not necessarily mean this project will be approved.

Several studies were conducted to substantiate the CEQA findings for Air Quality, Greenhouse Gas, and Traffic (Appendix B and C of Attachment 1). The Air Quality Study showed that the Project would not create any significant air quality impacts with the incorporation of the identified mitigation measures. The Greenhouse Gas Analysis concluded that the Project would not contribute significantly to global climate change and would not impede the State's ability to meet its greenhouse gas reduction under AB32. Conclusions of the traffic study indicated that the Project would not significantly alter the peak-hour trip generation characteristics at the existing shopping center or substantially deviate from traffic created by previously existing/historical uses.

Additionally, Staff requested that the applicant provide information to address concerns raised by a Council Member regarding the potential for an increase in crime and higher personal bankruptcies from expanded gaming in the City, with a corresponding increase in demand for police and social services, which if unaddressed could lead to physical changes in the environment. The applicant submitted a report (Appendix D of Attachment 1) that analyzes the findings of a 1998 California Attorney General Report and provides an excellent discussion of this issue leading to the conclusion that there is no evidence that expansion of the 500 Club from 6 to 18 tables will lead to a substantial increase in crime or personal bankruptcies with associated social and economic changes that could physically impact the environment.

The applicant will be required to implement mitigation measures as part of a mitigation monitoring program to be adopted as part of this proposal. Mitigations are required in the categories of Aesthetics and Air Quality and are further explained in the attached Mitigated Negative Declaration (Attachment 1).

The City published notice of this public hearing in the Fresno Bee on Thursday, August 11, 2011.

FISCAL IMPACT

In September 2010, City Council approved a resolution setting card room fees in the City of Clovis. The overall goal was to ensure that a sufficient revenue stream is generated for the City to more than cover the cost of additional services being required to support the operation of the expanded card room at the new location.

The specific proposal is to charge the card room both a fixed amount of \$2,000 per table per year and a graduated scale of the percentage of gross revenue beginning with 3% and climbing to 9% in year 7 for gross revenues over \$2M. This proposal allows the business to become established in the early years and when established allows the city to benefit in a commensurate fashion. The analysis completed last year showed three scenarios to give Council an idea of what could happen. Scenario 1 was a conservative estimate of gross revenue beginning at \$2.5M in year one and growing 5% each year for 7 years to \$3.35M and total license fees ranging from \$51K to \$158K each year. Scenario 2 was more aggressive and started gross revenues at \$3.75M with license

fees ranging from \$89K to \$308K per year. Scenario 3 was quite aggressive and began sales in year 1 at \$5.0M with license fees ranging from \$126K to \$459K per year.

While exact performance is unknown at this time, staff estimates that the operation would begin at or near the conservative estimate in the first two years, and if successful, move to the optimistic forecast shortly thereafter.

REASONS FOR RECOMMENDATION

Prior City Council actions considered on July 19, 2010, directed staff to continue with the processing of entitlements to accommodate the proposed card room relocation and expansion. These entitlements included ordinance amendments, a site plan review and future issuance of a card room license. Staff and the Planning Commission therefore recommend that the City Council approve the environmental finding of a Mitigated Negative Declaration for the Project along with recommending that the City Council approve OA2011-02 and SPR2011-06. Additionally, staff recommends that the City Council approve OA2011-03 amending the card room ordinance.

ACTIONS FOLLOWING APPROVAL

If approved at introduction, the second reading of the Ordinances will be heard by the City Council at its September 12, 2011, meeting and if approved, will go into effect 30 days after adoption.

NOTICE OF HEARING


| | |
|-------------------------------------------|----|
| Property owners within 300 feet notified: | 48 |
| Interested individuals notified: | 10 |

Prepared by: Connie Combs, AICP, Senior Planner

Submitted by:



David E. Fey, AICP
Deputy City Planner



Dwight Kroll, AICP
Director of Planning and
Development Services



AGENDA ITEM NO: 10

City Manager: AA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: June 3, 2019

SUBJECT: Consider Introduction –Ordinance No. 19-_____, An Ordinance of the City Council of the City of Clovis adding Chapter 32 to Title 5 of the Clovis Municipal Code pertaining to a Crime-Free Housing Program.

ATTACHMENTS: (A) Draft Ordinance
(B) Landlord Certification
(C) Crime Free Lease Addendum

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Ordinance No. 19-_____ adding Chapter 32 to Title 5 of the Clovis Municipal Code pertaining to a Crime-Free Housing Program.

EXECUTIVE SUMMARY

Currently, the Clovis Municipal Code does not address Crime-Free housing on multi-family properties. Certain impacted properties have become areas of higher criminal activity and some innocent tenants of these properties have become forced to live with higher criminal activity within close proximity of their families and personal property. It is the position of the police department that safety and security of one's family should not be relevant to one's ability or desire to live in a single family dwelling. All residents deserve to raise their families in a crime free environment, whether that is in a single family residence, or on a multifamily property. Crime Free Housing is a program created to reduce crime, drugs, and gangs on multi-family housing properties, and to promote a higher quality of life within each neighborhood.

BACKGROUND

In 1992 police agencies began implementing programs to help combat criminal activity on multi-family properties. These programs were to help reduce gangs and drugs and to ensure the peaceful living environment of the tenants. Since that time, police departments across the country have developed programs that have fit the specific needs of their cities. Crime-Free Housing is an essential program that will gain the commitment of property owners, managers, tenants, the City of Clovis, and the community to maintain properties free of illegal or destructive activity and to improve the quality of life for our citizens.

Cities and police departments have seen a reduction of crime and reports taken on participating properties. Chapter 32 of Title 5 of the Clovis Municipal Code was created to outline the program requirements. This section requires the following:

For Managers/Owners to utilize a Crime Free Lease addendum.

Twenty-Four hour contact information for property owner(s) and managers.

All managers shall attend a training course hosted by the Clovis Police Department.

Managers/ Owners shall maintain a confidential list of all occupants.

Owners/Designee shall conduct appropriate background checks on all applicants in compliance with State and Federal law.

Annual audits and additional audits may be conducted to verify compliance with the chapter and to verify that any deficiencies have been corrected.

In the City of Clovis calls for service tend to be higher on multi-family properties than calls at single family dwellings. This is often times due to a higher density of people occupying a smaller area of property. Tenants of multi-family properties live in target rich environments and the need to reduce crime in this area is needed. The City's average calls for service at single family properties as of 2018 were 1.0. The City's average calls for service at multi-family properties as of 2018 were 1.16. Crime Free housing is specifically designed to address this increase in crime and calls for service and to build a network of community and government members to collaboratively reduce the impact on these families.

FISCAL IMPACT

None

REASON FOR RECOMMENDATION

Staff is recommending that the City Council approve Ordinance No. 19-_____ to add Chapter 32 to Title 5 of the Clovis Municipal Code pertaining to a Crime-Free Housing Program.

ACTIONS FOLLOWING APPROVAL

The Clovis Police Department will conduct an additional training class for Owners/Managers of all multi-family properties over four units. The Clovis Police Department will respond to property locations for inspections and certifications if the property owner decides to participate in the certification process.

Prepared by: Chris Berna, Police Corporal

Submitted By: 
Matthew Basgall, Chief of Police

ORDINANCE NO. 19-____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADDING
CHAPTER 32 TO TITLE 5 OF THE CLOVIS MUNICIPAL CODE PERTAINING TO A
CRIME-FREE HOUSING PROGRAM**

WHEREAS, the living arrangements unique to rental properties, specifically Multi-Family Housing Properties in the City, have resulted in some Multi-Family Housing Properties throughout the City being subject to calls for service from Police and Fire at a higher rate than other types of housing; and

WHEREAS, certain impacted properties have become areas of higher criminal activity and some innocent tenants of these properties have become forced to live with higher criminal activity within close proximity of their families and personal property.

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

SECTION 1. FINDINGS.

1. It is appropriate to protect occupants of Multi-Family Housing Properties through implementation of Crime-Free Housing Program, a crime prevention program designed to reduce crime, drugs, and gangs on Multi-Family Housing Properties.

2. The purpose of the Crime-Free Housing Program is to gain the commitment of property owners, managers, tenants, and the community to maintain properties free of illegal or destructive activity and to promote a higher quality of life within each neighborhood.

3. This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, as this Ordinance is a regulatory ordinance, approves no new uses, and it can be seen with certainty that implementation of this Ordinance will not have a physical impact on the environment.

SECTION 2. ADOPTION OF CHAPTER 5.32.

Chapter 5.32, and Sections 5.32.01 through 5.32.09, of Title 5 of the Clovis Municipal Code, are hereby added to read as follows:

**Chapter 5.32
CRIME-FREE HOUSING PROGRAM**

Section 5.32.01 Purpose.

The purpose of this Chapter is to create a Crime-Free Housing Program as part of the City of Clovis' overall effort to reduce crime in Multi-Family Housing Properties.

Section 5.32.02 Applicability.

This Chapter shall apply to all Multi-Family Housing Properties in the City. This Chapter is supplementary and complementary to other provisions of this Code and applicable laws. Nothing in this Chapter shall be construed to limit any existing right of the City to abate nuisances or to enforce any provisions of applicable law, statute or this Code, including codes incorporated by reference.

Section 5.32.03 Definitions.

For the purpose of this Chapter, unless otherwise apparent from their context, certain words and phrases used in this Chapter shall have the meanings hereinafter designated.

- a) "City" means the City of Clovis.
- b) "Chief of Police" means the Chief of Police of the City of Clovis or his/her designee.
- c) "Manager" means all individual(s) and entities responsible for managing a Multi-Family Housing Property.
- d) "Multi-Family Housing Property" shall be as defined in the City's Development Code, and means a structure or portion of a structure used and/or designed as residences for four or more families living independently of each other. Multi-Family Housing Property shall include the entire premises on which such a property is located, including but not limited to parking lots, driveways, landscaping, accessory structures, fences, and walls.
- e) "Occupant" means any person who resides at a Multi-Family Housing Property, whether as a tenant or otherwise.
- f) "Owner" or "Property Owner" means: (1) any individual having an ownership interest in the property; (2) for partnerships, all general partners and managing partners; (3) for corporations and limited liability companies, the president, vice president, and any shareholder owning a 10% or greater share of the corporation or company. If more than one person or an entity owns the subject real property, owner or property owner refers to each person or entity holding any kind of ownership interest in the property, and the property owners' obligations in this Chapter are joint and several as to each property owner.
- g) "Unit" shall be as defined in the City's Development Code, and means any structure designed or used for the shelter or housing of one or more persons.

Section 5.32.04 Program Requirements.

a) Crime Free Lease Addendum. Owners of Multi-Family Properties in the City shall require the use of a crime free lease addendum substantially in a form as prescribed and approved by the Chief of Police on every Unit rented.

b) Contact Information. Owners of Multi-Family Properties in the City shall provide the City with twenty-four (24) hour contact information for both the Property Owner and all Managers. This contact information shall include a working phone number, e-mail address, and physical address for correspondence.

c) Mandatory Training. Owners of Multi-Family Properties in the City shall ensure that all Managers attend a crime free housing course presented by the Clovis Police Department within six (6) months of the effective date of this Ordinance, and within six (6) months of any change in Managers.

d) Occupant Roster. Owners of Multi-Family Properties in the City shall ensure that all Managers maintain a confidential list of all Occupants that shall be disclosed to the Chief of Police upon request. The list shall be updated within five (5) business days of any addition or removal of an Occupant.

e) Background Checks. Owners of Multi-Family Properties in the City shall conduct appropriate background checks of all applicants for tenancies

Section 5.32.05 Audits.

a) Annual Audits. All Multi-Family Housing Properties located in the City shall be subject to an annual audit by the Chief of Police for compliance with this Chapter. No fee will be charged for the annual audit.

b) Additional Audits. Additional audits may be conducted to verify that any deficiencies noted by the Chief of Police during the annual audit have been corrected. Additional audits will be subject to a fee as set forth by resolution of the City Council.

c) Notice of Audit. The Chief of Police shall mail written notice of the date and time of the audit to the Property Owner and Manager of the Multi-Family Housing Property at least three (3) weeks before the scheduled annual audit. Such notice shall provide the address and phone number where additional information concerning the audit may be obtained. Notice shall be e-mailed and mailed to the contact information provided. Nothing in this section shall preclude the Chief of Police, or his or her designee(s), from ascertaining compliance with this Chapter by inspection(s) in addition to the annual audit.

Section 5.32.06 Landlord Certification.

Certification as a Crime-Free Housing Program Participant is optional. The criteria for certification will be established by the Chief of Police.

Section 5.32.07 Violations.

Any Property Owner or Manager who fails to comply with the provisions of this Chapter shall be subject to criminal prosecution under Chapter 1.2 of this Code, administrative penalties under Chapter 1.7 of this Code, and cost recovery under Chapter 5.29 of this Code.

Section 5.32.08 Inspections.

Nothing contained in this Chapter shall prevent or restrict the City's authority to inspect any Multi-Family Housing Property in response to a complaint alleging code violations or violations of applicable laws and to pursue all remedies permissible under this Code or applicable laws. Nor will anything contained in this Chapter prevent or restrict the City from conducting periodic inspections of Multi-Family Housing Properties or other structures to ensure compliance with this Code or any other applicable laws.

Section 5.32.09 Severability.

The provisions of this Chapter are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this Chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Chapter.

SECTION 3. EFFECTIVE DATE.

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

APPROVED:

Mayor

City Clerk

* * * *

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

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: , 2019

CITY CLERK

LANDLORD CERTIFICATION

Certification as a Crime Free property is optional. In order for the property owner/landlord to be certified as a Crime Free property under this program, the property owner/landlord shall complete the following process.

- Owners and onsite Manager(s), where applicable, shall attend a four (4) hour crime-free housing course presented by Clovis Police Department within (6) months of notification of the requirement.
- Property owner shall use a written lease including the City of Clovis Crime-Free Rental Housing Lease Addendum.
- Property owner shall conduct an appropriate background check of all prospective tenants.
- Property owner shall take actions against tenants in violation of the terms of the lease and/or crime free-lease addendum.
- Property owner shall complete an annual security assessment and security improvement inspection to certify that the rental property is in full compliance with section 5.27.101 of the Clovis Municipal Code and all other applicable City codes.
- Properties must be maintained and cared for in a manner that increases public safety and in compliance with the Clovis Municipal Code and all other applicable City codes. Including, but not limited to, all lighting, gates and fences shall be maintained and in working order, and landscaping shall be kept clean and free of debris and other hazards.
- Property owner shall conduct resident training annually for the residents where crime watch and crime prevention techniques are discussed.
- Certification may be revoked if there are an excessive amount of calls for service in a one (1) year period.
- Upon completion of the requirements herein, Clovis Police Department will issue a certificate of completion to the Owner of the property. Specifications of the certificate are to be determined by the Chief of Clovis Police Department or his/her designees.
- Properties shall have functioning security cameras installed to specifications established by the Clovis Police Department. This requirement is for all properties built after March 31, 2019.

CRIMEFREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control agree to live a "Crime Free Lifestyle" and shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802)).

2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity including drug-related criminal activity, on or near the said premises.

3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

4. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code § 11350, et seq., at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including, but not limited to: prostitution as defined in Penal Code §647(b); criminal street gang activity, as defined in Penal Code §186.20 et seq.; assault and battery, as prohibited in Penal Code §240; burglary, as prohibited in Penal Code §459; the unlawful use and discharge of firearms, as prohibited in Penal Code §245; sexual offenses, as prohibited in Penal Code §269 and 288, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.

6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Property Manager Signature

Date: _____



AGENDA ITEM NO: 11

City Manager: *AA*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: June 3, 2019

SUBJECT: Consider Approval – Resolution No. 19-____, A Resolution Confirming the Diagram and Assessments for the Annual Levy for the 2019-2020 Landscape Maintenance District No. 1.

ATTACHMENTS: A) Resolution Confirming Diagram and Assessments
B) Assessment Diagrams

CONFLICT OF INTEREST

None

RECOMMENDATION

1. Conduct the Public Hearing; and
2. Adopt Resolution No. 19-____, confirming the diagram and assessments for the annual levy of Landscape Maintenance District No. 1 for FY 2019-2020.

EXECUTIVE SUMMARY

A Public Hearing is required by the Landscape and Lighting Act of 1972 (ACT) to consider all written statements and to afford all interested persons the opportunity to hear and be heard concerning the Landscape Maintenance District assessments for the coming year. There have been no written comments made or filed as of the writing of this report. At the conclusion of the Public Hearing, the Council will confirm the diagram and assessments in the Engineer's Report, as presented or amended, in order to levy assessments on parcels in the LMD for the following fiscal year.

BACKGROUND

On July 15, 1985, Council adopted Resolution No. 85-78, forming the City of Clovis Landscape Maintenance District No. 1 (LMD) in accordance with the Landscaping and

Lighting Act of 1972 approved by the California State Legislature. 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, and related services. The required operation and maintenance includes mowing, edging, fertilizing, weed control, irrigation systems, pruning, plant replacement, lighting, and a depreciation fund to periodically replace picnic area amenities, playground equipment, and other items such as neighborhood monuments. The assessments are collected by the County as a special assessment on the property tax bills.

On May 6, 2019, Council approved the Preliminary Engineer's Report and adopted Resolution No. 19-52 that declares the City's intention to levy and collect the annual assessments for Landscape Maintenance District No. 1 and gives notice of Public Hearing. The Notice was published in The Business Journal on May 13, 2019. At this time, the Council is to consider all oral and written statements, make any changes to the Engineer's Report, and adopt the Resolution to levy assessments for FY 2019-2020.

Fourteen Assessment Zones will receive a rate increase, and twenty-six Assessment Zones will receive no rate change.

As required by the ACT, the Engineer's Report for Landscape District No. 1 is on file with the City Clerk and includes the following:

- A full and detailed description of the improvements;
- A description of the assessable lots and parcels of land within the LMD;
- A diagram for the Landscape Maintenance District No. 1, showing the exterior boundaries and the boundaries of any zones within the LMD;
- The estimated costs of the improvements; and
- The proposed assessments.

FISCAL IMPACT

Approval of the Engineer's Report will provide the necessary funding for the Landscape Maintenance District No. 1 to continue the operation and maintenance of landscaped areas benefiting development throughout the City for the next fiscal year.

REASON FOR RECOMMENDATION

This resolution confirming the diagram and assessments in the Engineer's Report is required annually by the Landscaping and Lighting Act of 1972. Adoption of the Resolution establishes the levy of assessments in the amount specified in the Engineer's Report for each parcel for the coming fiscal year.

ACTIONS FOLLOWING APPROVAL

1. The Engineer's Report, as amended and approved by Council, will be recorded with the Fresno County Recorder's Office and filed with the Fresno County Auditor-Controller.
2. The assessments will be collected with the property taxes.

Prepared by: Eric Aller, Parks Manager

Submitted by: Scott Redelfs, Public Utilities Director



ATTACHMENT A

RESOLUTION NO. 19-

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA,
CONFIRMING THE DIAGRAM AND ASSESSMENTS IN THE ENGINEER'S
REPORT FOR THE ANNUAL LEVY, 2019-20 LANDSCAPE MAINTENANCE
DISTRICT NO. 1**

WHEREAS, on May 6, 2019, pursuant to Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, the Council of the City of Clovis did adopt Resolution No. 19-52, a Resolution of Intention to Levy and Collect the Annual Assessment for Landscape Maintenance District No. 1 of the City of Clovis, (herein "LMD No. 1"); and

WHEREAS, the Council did declare in said Resolution of Intention its intention to levy and collect the annual assessment for the maintenance and operation of the landscaping facilities in said LMD No. 1; and

WHEREAS, notice of the public hearing was given as provided by law.

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

1. The Council determines that the territory within the LMD No. 1, whose boundaries are set forth in the Engineer's Report of the City of Clovis LMD No. 1 dated June 3, 2019, as amended and on file with the City Clerk of the City of Clovis, will be the territory benefited by the maintenance and servicing of the improvements described in said Engineer's Report.
2. The assessments are in compliance with Part 2 of Division 15 of the Streets and Highways Code, and are levied without regard to property valuation. The City Council directs the placement of the assessments on the tax roll for collection.
3. The Public Hearing on said annual levy of assessments was held in accordance with law, and all persons filing protests or requesting to speak and who appeared were heard.
4. The Engineer's Report and the assessment of the estimated costs of the improvements contained therein and each and every part of said report, as amended, is adopted and approved; and the assessments upon the land in the LMD No. 1 being found to be in proportion to the benefits to be received from the improvements, are finally approved and confirmed as the assessments to pay the costs of each improvement and the expenses incidental thereto.

5. The Council hereby orders the levy of the assessments described in the Engineer's Report, as amended.

6. The subdivisions of land within the District are to be assessed to pay the costs of the landscape maintenance.

7. The City Clerk shall file the Engineer's Report and assessments, as confirmed, or a certified copy thereof, with the Recorder of the County of Fresno.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 3, 2019 by the following vote, to wit:

AYES:

NOES:

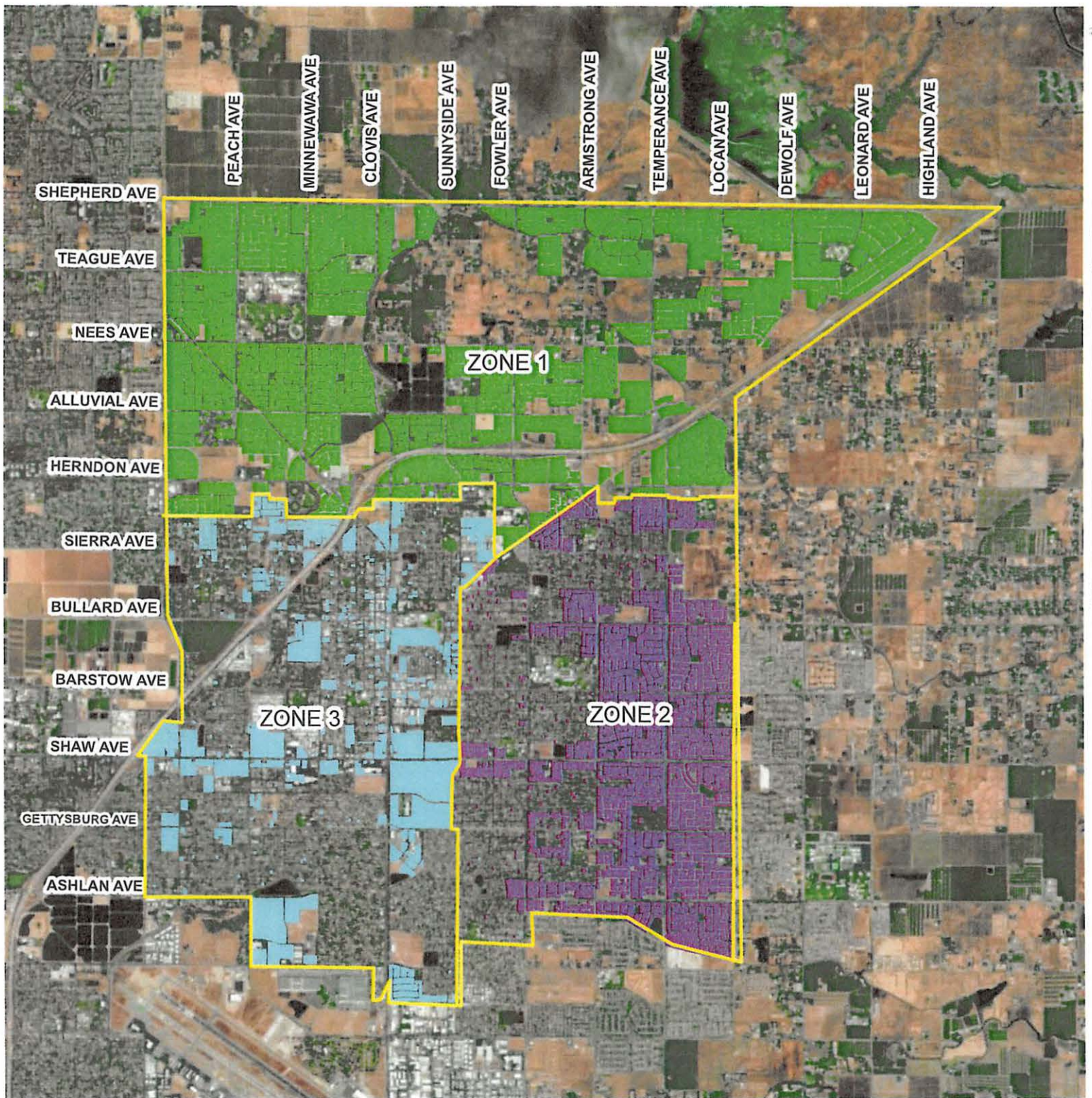
ABSENT:

ABSTAIN:

DATED: June 3, 2019

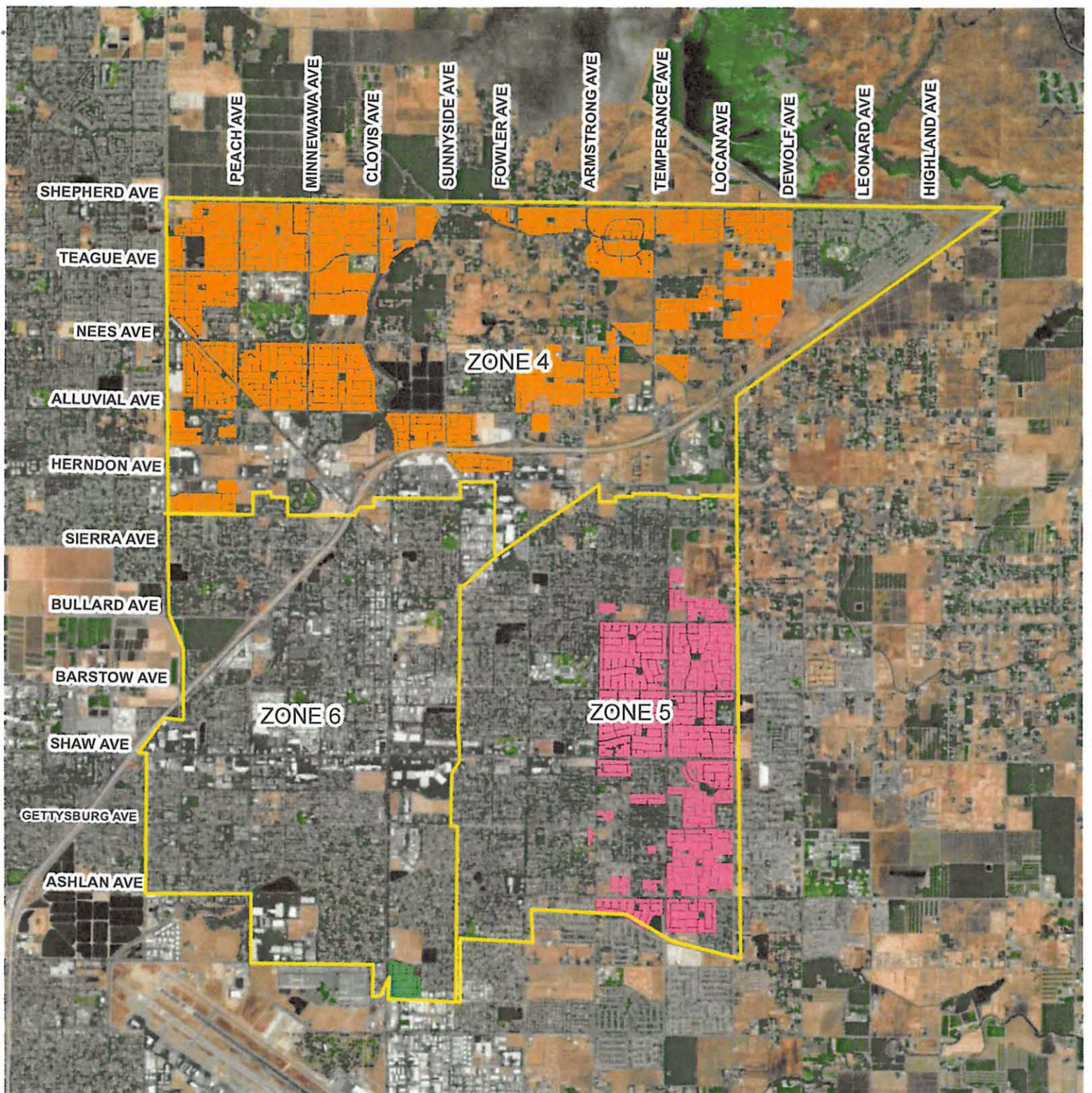
Mayor

City Clerk



LMD ZONES 1-3 GENERAL LANDSCAPING 2019/2020 ASSESSMENT CHANGES NO ASSESSMENT CHANGES ZONES 1-3



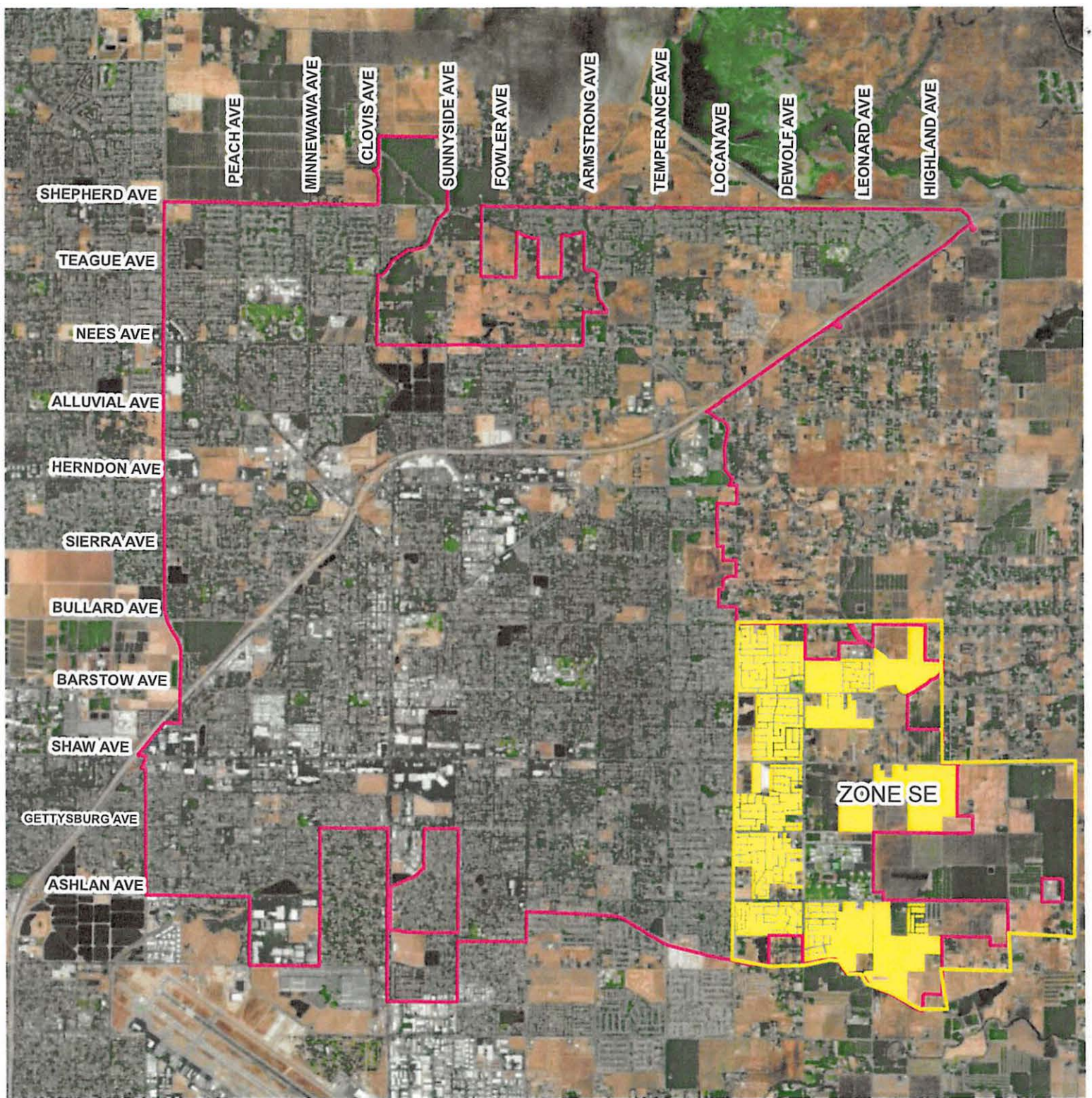


LMD ZONES 4-6 PARKS

2019/2020 ASSESSMENT CHANGES
NO ASSESSMENT CHANGES ZONES 4-6



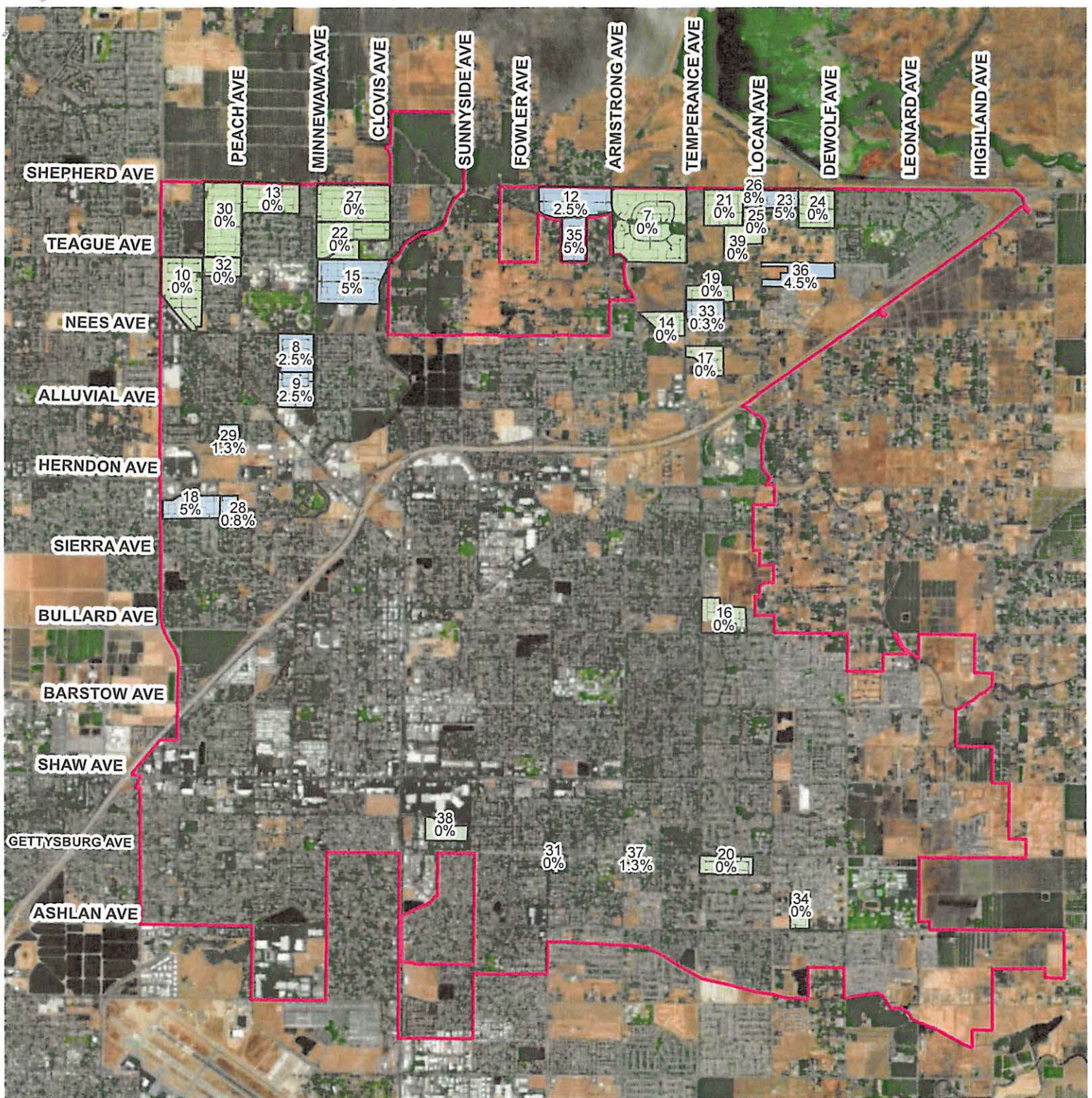
1 inch = 5,167 feet



LMD ZONE SOUTHEAST
2019/2020 ASSESSMENT CHANGES
ASSESSMENT INCREASE FOR ZONE SE 5%



1 inch = 5,167 feet



LMD ZONES 7 - 39

NEIGHBORHOOD ENHANCEMENTS 2019/2020 ASSESSMENT CHANGES



CITY OF CLOVIS

Assessment Changes



No Change



Decrease



Increase



1 inch = 4,833 feet



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: June 3, 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: Administration

DATE: June 3, 2019

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

1. None.

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