

## CITYof 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 17, 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 Flores

## ROLL CALL

## PRESENTATIONS/PROCLAMATIONS

1. Presentation of Proclamation Recognizing the Business Organization of Old Town's 30th Anniversary.

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 June 10, 2019 Council Meeting.
3. General Services - Approval - Res. 19___, Amending the City's FY19-20 Position Allocation Plan by deleting one (1) Community Service Officer and adding one (1) Animal Control Officer.
4. General Services - Approval - Approve a One-Year Contract Extension with Emcor Services for the Maintenance of Heating, Ventilation and Air-Conditioning Equipment from August 1, 2019 through July 31, 2020.
5. General Services - Approval - Res. 19___, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Police Officers' Association.
6. Planning and Development Services - Approval - Bid Award for CIP 17-15, Armstrong Avenue Street Reconstruction; and Authorize the City Manager to execute the contract on behalf of the City.
7. Planning and Development Services - Approval - For the City Council to approve an updated Consultant List from which Professional Consultants shall be selected.

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.
8. Consider items associated with approximately 35.43 acres of property located at the southeast corner of Bullard and Leonard Avenues. Las Brisas Builders, Inc., owners; WCP Developers, LLC., applicant/representative.

Staff: Orlando Ramirez, Deputy City Planner
Recommendation: Approve
a. Consider Approval - Res. 19- $\qquad$ , CUP2017-10A2, A request to approve a conditional use permit amendment for the increase in lots, revise house plans, and a revision in circulation, for a 249-lot single-family Planned Residential Development with public and private streets, gated entry, reduced setbacks, reduced lot widths, and increased lot coverage.
b. Consider Approval - Res. 19-__, TM6186A, A request to amend an approved vesting tentative tract map, increasing the lot count from 229lots to 249-lots, for a single-family residential subdivision.

CORRESPONDENCE - Correspondence is communication addressed to City Council that requests action.
9. None.

ADMINISTRATIVE ITEMS - Administrative Items are matters on the regular City Council Agenda other than Public Hearings.
10. None.

## CITY MANAGER COMMENTS

## COUNCIL ITEMS

## 11. 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.

> 12. 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
13. Government Code Section 54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

## ADJOURNMENT

|  | Future Meetings and Key Issues |  |  |  |  |
| :--- | :--- | :--- | :--- | :---: | :---: |
| 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 PROCLAMATION

## Honoring and Recognizing the $30^{\text {th }}$ Anniversary of Business Organization of Old Town

WHEREAS, in 1989, a group of energetic and community-minded business and property owners formed the Business Organization of Old Town with the goal of managing the weekly Farmers Market and introducing additional events which would drive customers to Old Town; and

WHEREAS, the founders of the Business Organization of Old Town set guidelines for events to be held in Old Town which were as follows: Must be based on a theme, be well organized, be familyfriendly with interesting elements for all ages, be beneficial to businesses within Old Town Clovis, be able to create revenue to cover the cost of production, and be fun for the all of the participants. Little did they know, these six points would be the goals and criteria to be met by all future B.O.O.T. events to this day; and

WHEREAS, the Business Organization of Old Town maintains a membership which is reflective of the diversity of Old Town Clovis and works to unite the merchants of Old Town as a group of businesses working together for the betterment of the whole downtown district; and

WHEREAS, the Business Organization of Old Town has played a key role in fostering the recognition of Clovis as "the most festive city in the west" by expanding Friday Night Farmers Market and introducing new family friendly outdoor events which now account for over eighty days of events each year; and

WHEREAS, the Business Organization of Old Town serves as a marketing and advertising organization for Old Town Clovis; and

WHEREAS, the City of Clovis recognizes the hard work, dedication, focus, and passion for Old Town that reflects in our prized Central Clovis neighborhood.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis does hereby honor and recognize the $30^{\text {th }}$ anniversary of the Business Organization of Old Town.

IN WITNESS THEREFORE, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed the 17th day of June, 2019.


## CLOVIS CITY COUNCIL MEETING

June 10, 2019<br>6:00 P.M.<br>Meeting called to order by Mayor Bessinger<br>Flag Salute led by Councilmember Ashbeck<br>Roll Call: Present: Councilmembers Ashbeck, Flores, Mouanoutoua, Whalen Mayor Bessinger<br>Absent: None

Council Chamber

## PRESENTATION 6:02 P.M.

## 1. PRESENTATION BY CONSOLIDATED DISTRICT MANAGER STEVE MULLIGAN REGARDING MOSQUITO ABATEMENT IN CLOVIS

Consolidated Mosquito Abatement District Manager Steve Mulligan provided City Council an update on Mosquito Abatement in Clovis.

## PUBLIC COMMENTS 6:24 P.M.

Brenda Fairless, commented on complaints regarding use of marijuana at her apartment complex (Clovis Courtyard Apartments). She complained about the police department not responding to marijuana use in her apartment complex.

## CONSENT CALENDAR 6:35

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, that the items on the Consent Calendar be approved. Motion carried by unanimous vote.
2. City Clerk - Approved - Minutes for the June 3, 2019 Council Meeting.
3. Community and Economic Development - Approved - Request from Clovis Chamber of Commerce to revise Street Closure for Clovis Fest to include the closure of Fifth Street between Clovis and Woodworth Avenues.
4. Finance - Approved - Res. 19-66, Request to Grant Authority for Additional Finance Department staff to transfer monies to and from the Local Agency Investment Fund and Rescind the Authority of Staff to Deposit or Withdraw Funds.
5. Finance - Received and Filed - Investment Report for the month of March 2019.
6. Finance - Received and Filed - Treasurer's Report for the month of March 2019.
7. General Services - Approved - Res. 19-67, Declaring the City's Intent to continue to be a Direct Sponsor of the Clovis Senior Services Programs; and Authorize the City Manager to submit an Application for Older Americans Act Funding for Title III C-1 Nutrition Services through the Fresno-Madera Area Agency on Aging (FMAAA).
8. General Services - Approved - Rejection of Application for Leave to Present Late Claim on behalf of Stacey Horne.
9. Planning and Development Services - Approved - Res 19-68, Initiation of City of Clovis Underground Utility District No. 8.
10. Public Utilities - Approved - Bid Award for CIP 17-10, CNG Fueling System Upgrade; and Authorize the City Manager to execute the contract on behalf of the City.
11. Public Utilities - Approved - Authorize the Purchase of a Residential Side Loading Refuse Truck from Golden State Peterbilt.
12. Public Utilities - Approved - Waive Formal Bidding Requirements and Authorize the Purchase of a Rear Loading Refuse Truck off of the Sourcewell Purchasing Contract from Ruckstell California Sales Co., Inc.

## PUBLIC HEARINGS

13. APPROVED - 6:37 p.m. - RES. 19-69, ADOPTION OF THE CITY OF CLOVIS 2019-20 ANNUAL ACTION PLAN FOR EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Housing Program Manager Heidi Crabtree presented a report on the City of Clovis 201920 Annual Action Plan for expenditure of Community Development Block Grant Funds. The U. S. Department of Housing and Urban Development (HUD) requires the City to adopt the 2019-20 Annual Action Plan identifying projects for the 2019-20 fiscal year.

As an entitlement city for the purpose of receiving Community Development Block Grant Funds from HUD, Clovis must adopt an Annual Action Plan to identify CDBG projects for the upcoming budget year. In 2016, City Council approved the five-year Consolidated Plan. This required an extensive analysis of housing and community development needs for disadvantaged populations to be completed through community input and census data analysis. Staff conducted over 50 interviews with agencies and Clovis residents to identify gaps in services for disadvantaged populations. A summary of needs by priority was provided City Council.

Jan Martinez, resident, Vice President of a local non-profit, Naomi's House out of Fresno, represents victims of elder abuse, and is in a search for funding for victims of elder abuse. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve a resolution adopting the City of Clovis 2019-20 Annual Action Plan for expenditure of Community Development Block Grant Funds. Motion carried by unanimous vote.
14. APPROVED - 6:59 p.m. - AWARD THE DESIGN ENGINEERING SERVICES CONSULTANT CONTRACT FOR THE STATE ROUTE 168/ENTERPRISE CANAL PEDESTRIAN BRIDGE PROJECT (CIP 16-19) TO BIGGS CARDOSA ASSOCIATES, INC. AND; AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

Engineering Program Supervisor Ryan Burnett and Management Analyst Claudia Cazares presented a report recommending the award the design engineering services consultant contract for the State Route 168/Enterprise Canal Pedestrian Bridge Project (CIP 16-19) to Biggs Cardosa Associates, Inc. and a request to authorize the City Manager to execute the contract on behalf of the City.

The design and construction of the State Route 168 (SR168)/Enterprise Canal Pedestrian Bridge will provide for safe and efficient pedestrian connectivity between the
areas north and south of SR168 and along the Enterprise Canal Trail. The City envisions a signature structure that will serve as a gateway feature to northeast Clovis, while also connecting to the City's extensive trail system. Staff is recommending contracting with a design engineer to prepare the design and structural engineering plans for the project, oversee the environmental clearance, and obtain all needed approvals from Caltrans. The contract is phased to allow for staff analysis of the feasibility of the project at appropriate milestones.

Mahvash Harms, Vice President / Principal, representing Biggs Cardoza Associates, commented on and spoke in support of the company and project. Discussion by the Council. Motion by Councilmember Whalen, seconded by Councilmember Ashbeck, for the Council to award the design engineering services consultant contract for the State Route 168/Enterprise Canal Pedestrian Bridge Project (CIP 16-19) to Biggs Cardosa Associates, Inc. and a request to authorize the City Manager to execute the contract on behalf of the City. Motion carried 4-1 with Mayor Bessinger voting no.

## CORRESPONDENCE

## 15. NONE.

## ADMINISTRATIVE ITEMS

16. APPROVED - 7:43 - RES. 19-70, 2019-20 CITY OF CLOVIS ANNUAL BUDGET, AND INFORMATION REGARDING THE CLOVIS SUCCESSOR AGENCY. (CONTINUED FROM THE MAY 20, 2019 COUNCIL MEETING.)
A) FINANCE DEPARTMENT (JAY SCHENGEL)
B) CITY COUNCIL / CITY ATTORNEY / CITY CLERK / CITY MANAGER (JOHN HOLT)
C) POLICE DEPARTMENT (MATT BASGALL)
D) FIRE DEPARTMENT (JOHN BINASKI)
E) PUBLIC UTILITIES DEPARTMENT (SCOTT REDELFS)
F) PLANNING AND DEVELOPMENT SERVICES/COMMUNITY INVESTMENT PROGRAM
(DWIGHT KROLL)
G) GENERAL SERVICES (SHONNA HALTERMAN)
H) COMMUNITY AND ECONOMIC DEVELOPMENT / SUCCESSOR AGENCY (ANDREW HAUSSLER)

Continued from the May 20, 2019 meeting. City Manager Luke Serpa provided introductory comments. Finance Director Jay Schengel provided an overview of the Finance Department budget. John Holt provided an overview of the City Clerk, City Council, City Manager, and City Attorney divisions. Police Chief Matt Basgall presented an overview of the Police Department 5-Budget. Fire Chief John Binaski provided an overview of the Fire Department. Public Utilities Director Scott Redelfs presented an overview of the Public Utilities Department budget. Planning and Development Services Director Dwight Kroll presented an overview of the Planning and Development Services Department budget. General Services Director Shonna Halterman presented the General

Services Department Budget. Community and Economic Development Director Andy Haussler presented the Community and Economic Development Department budget.

Section 2-8.10 of the Clovis Municipal Code provides that the budget must be adopted by June 30 for the ensuing fiscal year. After due public notice, the Council conducted public hearings on the proposed budget and has reviewed all Department budgets. There being no public comment, Mayor Bessinger closed the public comment portion. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve Resolution 19-70, 2019-20 Annual Budget and the 2019-20 Clovis Redevelopment Successor Agency Budget. Motion carried by unanimous vote.

## CITY MANAGER COMMENTS 9:06

City Manager Luke Serpa thanked his staff for the work on the budget. He also commented on a Friday report Bill SB 438 and that this may be discussed at a League of California Cities Public Safety meeting this week.

## COUNCIL ITEMS 9:08

## 17. Council Comments

Councilmember Flores commented on an article in the Fresno Bee this weekend on housing in Clovis and the use of agricultural land.

## CLOSED SESSION 9:09

18. Government Code Section 54957.6<br>CONFERENCE WITH LABOR NEGOTIATORS<br>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

Mayor Bessinger adjourned the meeting of the Council to June 17, 2019
Meeting adjourned: 10:03 p.m.


# CITY of CLOVIS 

REPORT TOTHECITY COUNCIL

TO: Mayor and City Council
FROM: General Services Department
DATE: June 17, 2019
SUBJECT: Approval - Resolution 19___; Amending the City's FY 2019-2020 Position Allocation Plan by Deleting One (1) Community Service Officer and Adding One (1) Animal Control Officer.

ATTACHMENTS:
Res. 19Exhibit A - Position Allocation Adjustment

## CONFLICT OF INTEREST

## None

## RECOMMENDATION

For the City Council to approve Resolution 19- $\qquad$ ; Amending the Position Allocation Plan by deleting one (1) Community Service Officer Position and adding one (1) Animal Control Officer Position in the Police Department.

## EXECUTIVE SUMMARY

Currently, the Police Department is authorized sixteen (16) Community Service Officer Positions and four (4) Animal Control Officer Positions. Following an assessment of work assignment needs in the department, it is recommended that the City's Position Allocation Plan be amended by deleting one (1) Community Service Officer Position and replacing the position with one (1) Animal Control Officer Position. Council approval is required for changes to the Position Allocation Plan.

## BACKGROUND

The Police Department has recently evaluated the work assignments in the department and has determined that the addition of one (1) Animal Control Officer Position and the elimination of one (1) Community Service Officer Position will more efficiently support the current needs of the department. The desired change results in the need to modify the City's Position Allocation Plan which requires Council approval.

FISCAL IMPACT
The recommended change in the City's Position Allocation Plan would be a decreased cost for the fiscal year of approximately \$8,700 in FY19-20.

## REASON FOR RECOMMENDATION

The addition of one (1) Animal Control Officer and the elimination of one (1) Community Service Officer better suits the staffing needs of the Police Department. The change must be reflected in the authorized FY19-20 Police Department position allocation. Modification of the Position Allocation Plan requires Council Approval.

## ACTIONS FOLLOWING APPROVAL

The FY19-20 Position Allocation Plan in the Police Department will be modified as noted in Exhibit A. The Police Department has a current eligibility list to utilize to select a new Animal Control Officer.

Prepared by: Lori Shively, Personnel/Risk Manager
Submitted by: Shonna Halterman, General Services Director \&1

## RESOLUTION 19-

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AN AMENDMENT TO THE FY 2019-2020 POSITION ALLOCATION PLAN

WHEREAS, the FY19-20 Position Allocation Plan was approved as part of the FY19-20 City budget adoption process; and,

WHEREAS, the results of a recent evaluation of work assignments in the Police Department have determined that it is appropriate to amend the department's FY19-20 position allocation by deleting one (1) Community Service Officer position and adding one (1) Animal Control Officer position; and,

WHEREAS, amending the City's adopted FY19-20 Position Allocation Plan requires City Council authorization.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clovis, that the City's FY19-20 Police Department Position Allocation shall be adjusted as noted in Exhibit A attached.

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 17, 2019, by the following vote to wit:

AYES:
NOES:
ABSENT:

ABSTAIN:
Dated: June 17, 2019

## Exhibit A

## POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY19-20

## DEPARTMENT

NUMBER OF POSITIONS

## Police Department

Add: Animal Control Officer ..... 1.0
Delete: Community Service Officer ..... 1.0

# C\|TYof CLOV\|S 

REPORT TO THECITYCOUNCIL
TO: Mayor and City Council
FROM: General Services Department
DATE: ..... June 17, 2019
SUBJECT: Approval - Approve a One-Year Contract Extension with Emcor Services for the Maintenance of Heating, Ventilation and Air- Conditioning Equipment from August 1, 2019 through July 31, 2020
ATTACHMENTS: Exhibit A - Extension AgreementExhibit B - Emcor Pricing Proposal
CONFLICT OF INTEREST
None

## RECOMMENDATION

For City Council to approve a contract extension with Emcor Services for complete heating, ventilation, and air-conditioning (HVAC) preventive maintenance services from August 1, 2019 through July 31, 2020, and authorize the City Manager to sign the extension agreement.

## EXECUTIVE SUMMARY

Emcor Services is currently under contract with the City for city-wide HVAC preventive maintenance services. Their current 3 -year contract will expire July 31, 2019. Emcor Services submitted a formal proposal to the City on April 18, 2019, requesting an extension of their service agreement through July 31, 2020. Their current contract includes provisions for up to two 1-year contract extensions with mutual agreement of both parties.

Emcor Services' proposal of $\$ 198,251.83$ reflects a $4 \%$ price increase over their current pricing structure of $\$ 190,626.76$ for $\mathrm{FY} 18 / 19$. The proposed price increase is reasonable considering an industry-wide price increase for parts and labor, in addition to increased equipment wear.

## BACKGROUND

Emcor Services is the City's current vendor providing preventive maintenance and emergency call back service on the majority of the City's HVAC equipment. Emcor Services has provided preventive maintenance services on the City's HVAC equipment for the past three years.

The City's agreement with Emcor Services allows for the extension of this agreement with a mutual written agreement executed by both parties. Emcor Services submitted a proposal on April 18, 2019 to provide preventive maintenance services from August 1, 2019, through July 31, 2020 for a total cost of $\$ 198,251.83$. The proposed price reflects a $4 \%$ cost increase over their current service pricing.

This agreement covers the majority of mechanical equipment at Corporation Yard, Surface Water Treatment Plant, Public Safety Facility, Civic Center, Fire Department facilities, Senior Center, Villa Yard and Miss Winkles Pet Adoption Center. The Facilities Maintenance Section services all other equipment not covered by this contract.

Following is a matrix of Emcor Services' existing 3-year contract pricing history in tandem with the $4^{\text {th }}$ year pricing proposal:

HVAC PREVENTATIVE MAINTENANCE CONTRACT SUMMARY

| TERM OF <br> PAYMENT | $8 / 1 / 16-7 / 31 / 17$ | $8 / 1 / 17-7 / 31 / 18$ | $8 / 1 / 18-7 / 31 / 19$ | Proposed Pricing <br> $8 / 1 / 2019-7 / 31 / 2020$ |
| :---: | :---: | :---: | :---: | :---: |
| Contract <br> Pricing | $\$ 179,684.00$ | $\$ 185,074.52$ | $\$ 190,626.76$ | $\$ 198,251.83$ |

## FISCAL IMPACT

Emcor Services has proposed a price of $\$ 198,251.83$ to extend their contract for one year to provide complete HVAC preventive maintenance services. The proposed amount is within the proposed FY2019/20 budget allocation.

## REASON FOR RECOMMENDATION

Emcor Services has provided quality service to the City for the past three years. The City's current agreement with Emcor Services allows for two 1-year extensions of this agreement by mutual agreement of both parties. Emcor Services' proposed price reflects a $4 \%$ cost increase over the current pricing structure paid during FY2018/19. The proposed pricing is reasonable considering an industry-wide price increase for parts and labor, in addition to increased equipment wear.

Pursuant to the City's Purchasing Procedures, a purchase of items/services
exceeding $\$ 60,000.00$ requires City Council approval.
ACTIONS FOLLOWING APPROVAL
Staff will prepare a one (1) year contract extension for City Manager approval with Emcor Services for HVAC preventative maintenance services. The contract will begin on August 1, 2019 and expire on July 31, 2020.

Prepared by: Larry Louie, Department Support Manager
Submitted by: Shonna Halterman, General Services Director $8 f 10$

## EXHIBIT "A"

## FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

This FIRST AMENDMENT TO AGREEMENT ("First Amendment") is entered into by and between Emcor Services ("VENDOR"), and the City of Clovis, a California general law city ("CITY"), and is effective on August $1,2019$.

## RECITALS

A. VENDOR and CITY entered into a certain Agreement effective on August 1, 2016 ("AGREEMENT"), which is incorporated herein by this reference, and which, among other things, provided for the term of AGREEMENT to be extended beyond this date by mutual consent of the Parties related to Heating, Ventilating \& Air-conditioning (HVAC) maintenance services.
B. VENDOR and CITY have performed in accordance with the AGREEMENT, and desire to extend the contact period to provide HVAC maintenance services per EXHIBIT A of the AGREEMENT, for the amount noted per attached VENDOR proposal, EXHIBIT B.

NOW, THEREFORE, in consideration of the above recitals and other valuable consideration, the sufficiency of which is hereby acknowledged, VENDOR and CITY agree as follows:

1. Extension of the HVAC Services Agreement. The term of the AGREEMENT, as set forth in Section 1 of the AGREEMENT is hereby extended to provide HVAC maintenance services per EXHIBIT A of the AGREEMENT for the amount noted per attached VENDOR proposal, EXHIBIT B, at which time it shall expire on July 31, 2020, unless otherwise extended in writing signed by both parties.
2. All Other Terms Remain in Effect. Except as expressly set forth herein, all other terms of the Agreement shall remain unchanged and in full force and effect, including all terms defined in the AGREEMENT unless otherwise defined in this First Amendment, and the AGREEMENT shall be interpreted so as to give full force and effect to this First Amendment.

IN WITNESS WHEREOF, VENDOR and CITY have executed this First Amendment as of the effective date set forth above.

VENDOR:
Emcor Services

By: $\qquad$
Print Name:
Title: $\qquad$

CITY:
City of Clovis

By:
Luke Serpa, City Manager
ATTEST:

By:
John Holt, City Clerk

## EXHIBIT "B"

3980 N. Chestnut Diagonal Ste. 101 • Fresno, CA 93726 - (559) 277-7900 • FAX (559) 277-4920 LICENSE \#611215 \& 747304 (B, C-4, C-10. C-20)

April 18, 2019

Larry Louie
City of Clovis
1033 Fifth Street
Clovis, Ca 93612
Re: Agreement For HVAC Maintenance Services

Thank you for allowing EMCOR Services the opportunity to provide you the HVAC maintenance services for the last 3 years. We have had a great relationship with City of Clovis and wish the opportunity to continue to be your HVAC Service provider.

Below you will see our current pricing under the current contract year, and then our new price for the coming year.

## CURRENT 2018-2019 PM PRICING:

- 8/1/2018-7/31/2019 $\$ 190,626.76$


## 1 YEAR EXTENSION PRICE:

- 8/1/2019-7/31/2020
\$198,251.83
Please review and let me know if there is anything else that you need for the extension to take place. I and the team at Mesa Energy Systems look forward to a continued business relationship.

Sincerely,
EMCOR Service/Mesa Energy Systems Inc.


Rod Galvan
Sales Manager - Central California

San Diego Irvine Sanfernando Valley/Ventura - bakersfield - Fresno - Sacramento - San jose Pleasanton - San Francisco - Las Vegas - Phoenix

$\qquad$

## CITYof CLOVIS

REPORT TO THECITYCOUNCIL

TO: Mayor and City Council
FROM: General Services Department
DATE: June 17, 2019
SUBJECT: Approval - Res. 19-__, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Police Officers' Association

ATTACHMENTS: Resolution 19-
Exhibit A - CPOA MOU

## CONFLICT OF INTEREST

None

## RECOMMENDATION

For City Council to approve Resolution 19-__; authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Clovis Police Officers' Association (CPOA) Bargaining Unit, for the term of July 1, 2019 through June 30, 2022.

## EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the CPOA bargaining unit for a successor MOU. Council authorization is required in order to implement the proposed amendments to the CPOA MOU.

## BACKGROUND

The 2016-2019 MOU between the City and CPOA will expire on June 30, 2019. The City's negotiating team and CPOA representatives have recently concluded negotiations for a successor MOU. A summary of the changes in the proposed MOU is below:

- Revisions to dues and union access in compliance with SB866 and AB119 (pages 2-3).
- Salary increases as follows:
- FY 2019-20: 2\% wage increase
- FY 2020-21: 2\% wage increase
- FY 2021-22: 2\% wage increase
- Officers serving as Field Training Officers (FTO), and Corporals who act as shift supervisors shall receive premium pay when acting in those positions for 2 hours or more (page 6). Past MOU required working the entire shift in order to receive premium pay.
- CPOA members may cash out "up to" 50 hours comp time four times a year (page 9). Past MOU required a minimum balance of 50 hours for the cash out.
- Payment dates for uniform allowance and fitness incentive will occur annually on the second check in July (pages 18-19).
- Employees designated as "New" under PEPRA regulations are eligible for a deferred compensation match up to $3 \%$ of their monthly base salary (page 21).
- Minor changes to administration of the extra board (pages 24-25).
- Changes to tuition reimbursement for college degrees. Provides for the equivalent of 8 semesters undergraduate tuition at California State University Fresno, plus $\$ 2,000$ for books and materials, to attain college degrees (page 34-35).

The CPOA membership ratified the terms of the proposed MOU on or about June 11, 2019.

## FISCAL IMPACT

The proposed amendments to the CPOA MOU will result in approximate net increased salary costs of $\$ 1,100,600$ over the next three (3) years, which will be budgeted during the term of the agreement.

## REASON FOR RECOMMENDATION

The proposed 2019-2022 MOU between the City and CPOA maintains reasonable wages and working conditions for employees in the CPOA bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council Resolution. The proposed amendments are within the financial parameters authorized by the City Council and will preserve the City's ability to attract and retain qualified personnel.

## ACTIONS FOLLOWING APPROVAL

City staff and CPOA representatives will sign the proposed 2019-2022 MOU. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director
Submitted by: Shonna Halterman, General Services Director


## RESOLUTION 19-

$\qquad$
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND THE CLOVIS POLICE OFFICERS' ASSOCIATION BARGAINING UNIT

WHEREAS, a Memorandum of Understanding exists between the City of Clovis and the Clovis Police Officers' Association (the Parties); and,

WHEREAS, the Memorandum of Understanding expires on June 30, 2019; and,
WHEREAS, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and,

WHEREAS, the proposed CPOA Memorandum of Understanding 2019-2022 is attached as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Clovis Police Officers' Association Bargaining Unit for the term of July 1, 2019 through June 30, 2022.

The foregoing Resolution was approved and adopted at a meeting of the Clovis City Council on June 17, 2019, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Date:

## EXHIBIT A

# Memorandum of Understanding Between and For the 

## CITY OF CLOVIS

and the

## CLOVIS POLICE OFFICERS' ASSOCIATION

July 1, 2019 through June 30, 2022

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## 1. INTRODUCTION

The representatives of the City of Clovis (City), and the representatives of the Clovis Police Officers' Association (Association), having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the Police Unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

## 2. EMPLOYEE RIGHTS

Employees of the City of Clovis shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations within the scope of representation. Employees of the City of Clovis shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City of Clovis.

## 3. CITY RIGHTS

A. The City retains the right, subject to and in accordance with applicable laws, and the provisions of this MOU, (1) to direct employees in the performance of their duties; (2) to hire, promote, transfer, assign, and discipline employees; (3) to dismiss employees because of lack of work or in accordance with personnel rules and regulations; (4) to determine the mission of its divisions and departments, and its budget, organization, number of employees, and the numbers, types, classifications, descriptions, and grades of positions or employees assigned to an organizational unit, work project shift, or tour of duty, and the methods and technology of performing its work; and (5) to take whatever action may be appropriate to carry out its mission in situations of emergency.
B. In addition, the City specifically retains the rights, subject to the provisions of this MOU, to take whatever actions and set whatever policies it deems appropriate.
C. This Section will not operate to deny any individual employee rights guaranteed by applicable law, including the Meyers - Milias - Brown Act ( Government Code Sections 3500 et seq) and the Public Safety Officers Procedural Bill of Rights Act (Government Code Sections 3300 et seq).

## 4. NONDISCRIMINATION

The City and the Association agree not to discriminate against any employees in accordance with applicable laws.

## 5. UNIT RECOGNITION

A. Acknowledgment: The City agrees to acknowledge the Clovis Police Officers' Association as the only recognized employee organization representing the non-management employees itemized in Section 9.
B. Dues Deduction: Payment of dues or fees shall be by payroll deduction, after the City receives written authorization from the Association to make these deductions. The City will deduct the appropriate dues or fees as established and as may be changed from time to time by the Association, from the employee's pay and will remit such dues or fees to the Association. Payroll deductions for new members authorizing dues deduction will become effective the first day of the pay period immediately following the City's receipt of, at minimum, a 10-day advance notice from the Association. Failure to provide the City with, at minimum, 10-days advance notice may result in dues deductions beginning the second pay period following receipt of the notice. Payroll deductions will cease or be modified upon receipt of written certification from the Association that the employee has revoked or modified the deduction authorization for dues or fees. Revocations or modifications of authorizations will become effective the first day of the pay period immediately following the City's receipt of, at minimum, a 10-day advance notice from the Association. Failure to provide the City with, at minimum, 10-days advance notice may result in cessation of dues deductions beginning the second pay period following receipt of the notice. The Association agrees to maintain files containing authorization for dues deduction on behalf of employees, and to promptly provide proof of same, upon request of the City should a dispute over employee dues deduction arise.

In accordance with Government Code 1157.12, the Association agrees to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against City for or on account of any deduction made from the wages of such employees pursuant to this MOU.
C. The City will provide Association members with release time and access to City facilities consistent with the Meyers-Milias-Brown Act and other applicable law.

## 6. ASSOCIATION ACCESS

The City and the Association agree on procedures for administering Assembly Bill 119 (AB 119) Union Access for the Association's represented employees that are newly hired and for existing employees and wish to agree to the following:
A. The Association waives all the provisions in $A B 119$ that make it mandatory for the City to provide personal information of peace officers within 30 days of hire and provide personal information of peace officers every 120 days to the union. The Association also waives the City's obligation to notify the bargaining unit within 10 days of a new hire orientation. Further, the Association waives its right to union access or attendance during the new hire orientation process. The City will agree to allow the Association not less than two hours of time during the Police Department new hire training program to meet with the newly hired Association employees. The Association representative will be allowed to meet with the new employee(s) while on duty without loss of compensation.
B. The Association acknowledges that Government Code 6254.3 and Evidence Code 1043 are both applicable and prevailing sections of the law which modifies and contradicts the language of $A B 119$ as it pertains to the Association members and future members. The Association agrees that the language of Government Code section 6254.3 and Evidence Code 1043 will be the controlling language. Government Code section 6254.3, subsection (c) and Evidence Code 1043 provide the following:
C. Government Code section 6254.3, subsection (c) Upon written request of any employee, a public agency shall not disclose the employee's home address, home telephone number, personal cellular telephone number, personal email address, or birth date. . ."
D. Evidence Code $\S 1043$ is specific to peace or custodial officer personnel records and provides that when peace or custodial officer personnel records are sought, a Pitchess motion must be filed with the appropriate court or administrative body. Personnel records of peace officers are defined in Penal Code $\S 832.8$ and include, "personal data, including marital status, family members, educational and employment history, home addresses, or similar information, and, any other information the disclosure of which would constitute an unwarranted invasion of personal privacy."

## 7. EMPLOYEE REPRESENTATIVE

A. The City recognizes that the Association may appoint an individual to handle grievances pertaining to this MOU.
B. The employee representative's duties shall be as follows: (1) to investigate and discuss a grievance with an employee of the Unit; and (2) if, after such a discussion, there is a valid reason for the grievance to be filed, the employee representative may assist the employee in presenting the grievance at the appropriate step of the procedure.
C. The employee representative shall conduct the above-described duties, whenever possible, during "non-working" hours. The employee representative shall only be allowed to conduct said duties during working hours if (1) it doesn't interfere with another employee's performance, (2) it is impractical to conduct during non-working hours, and (3) the employee representative receives no compensation by the City for such time spent. Consistent with the foregoing, the City and Association shall attempt to schedule grievance meetings at mutually agreed times.

## 8. MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented hereby agrees that during the course of this MOU, and for a period of time not to exceed ninety (90) days following the termination of this MOU, the Association or any person acting in its behalf, or each employee in a classification represented by the Association shall not cause, authorize, engage in, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours and other terms and conditions of employment.
B. An employee shall not be entitled to any wages or City paid benefits whatsoever provided that the City Council determines to its satisfaction that the employee is, or has, engaged in any activity prohibited by subsection $A$ of this Section. The City may take other action which it deems appropriate.
C. Provided that the City Council determines to its satisfaction, that subsection A of this Section has been violated by the Association, the City may take such remedial action as it deems appropriate.
D. The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every effort toward inducing all employees in this Unit fully and faithfully to perform their duties.

## 9. UNIT DESCRIPTION

This Unit shall consist of all full-time regular or probationary employees of the City of Clovis' Police Department which are specifically enumerated below:
A. Sworn Unit Members

Police Sergeant
Police Corporal
Police Officer
Police Recruit
B. New classifications approved by the City Council and determined to be appropriately placed within this Unit shall become part of this Unit and covered by the terms of this MOU upon such determination. The City will notify the Association of any such determination.

## 10. SALARY SCHEDULES AND MERIT STEP INCREASES

A. Fiscal Year 2019-2020 - All positions shall receive a $2.0 \%$ wage increase. The wage increase shall become effective on the first day of the first payroll period following CPOA ratification and City Council approval of this MOU.
B. Fiscal Year 2020-2021 - Effective July 1, 2020, all positions shall receive a 2.0\% wage increase.
C. Fiscal Year 2021-2022 - Effective July 1, 2021, all positions shall receive a 2.0\% wage increase.
D. Merit Step Increase. The City agrees to maintain its current five (5) step merit increase salary plan during the term of this MOU.
E. Motor Officers' Premium Pay. Sworn members who are assigned to and work Motorcycle Traffic Enforcement shall receive Three Hundred Fifty Dollars (\$350.00) per month in addition to his/her base salary for each month (or portion thereof) that the Police Officer is so assigned.

## F. Field Training Officers (FTO) and Trainers.

1) The Field Training Officer (FTO) assignment is a year-round assignment. The FTO assignment will generally be for two-year periods. Police Officers assigned to the position of Field Training Officer (FTO) shall receive a $6 \%$ salary premium for the duration of the assignment. The $6 \%$ salary premium shall discontinue when the employee is no longer assigned to be an FTO.

The FTO assignment is at the discretion of the Chief of Police. The Chief of Police or authorized designee of the Chief has the ability to discontinue the assignment of an FTO for cause. Any appeal will go directly to the Chief of Police who will make the final decision regarding any appeal. The Chief of Police or authorized designee shall determine how many and which Police Officers will be selected to be a FTO. The Police Chief or authorized designee shall also determine the scheduling of FTO shifts.

Those selected will be required to sign up on designated FTO shifts. Initially all FTO's will sign up based on Officer Seniority. Once the FTO program is established, FTO's will sign up based on seniority within the unit.

The FTO premium does not apply to Police Sergeants and Police Corporals.
2) Officers who are called upon to serve as Field Training Officers (FTO's) will receive a $7.5 \%$ premium for time worked as an FTO for two consecutive hours or more. This premium will not be applied to Police Corporals.
G. Acting Shift Supervisor. Police Corporals are required to exercise direction and control over subordinates, and those job functions are within a Corporal's normal job duties. However, Corporals shall receive premium pay of $5 \%$ for time worked as a Shift Supervisor for two consecutive hours or more.
H. Bilingual Premium Pay. Association employees who possess non-English language skills that have been identified by the City as beneficial to the Police Department's mission shall receive One Hundred Fifty Dollars (\$150.00) per month in addition to base salary. The City shall determine which non-English languages qualify for the premium pay and the standards of proficiency that an employee must possess in order to receive the premium pay.
I. Explosive Ordinance Device (EOD) Team Pay. Sworn members who are selected for the EOD team shall serve in that capacity as probationary EOD team members until they complete the necessary training to obtain an EOD training certificate. Sworn officers shall not receive extra compensation during their probationary status on the EOD team. Upon the City's receipt of a copy of an EOD certificate or other document indicating that the probationary EOD team member has successfully completed Hazardous Devices School (Federal Bureau of Investigations/Department of Homeland Security), the City shall pay the EOD team member an additional Three Hundred Fifty Dollars (\$350.00) per month in addition to the team member's base salary (or pro rata amount if the officer serves less than one month) for each month the Officer is assigned to the EOD team. This additional Three Hundred Fifty Dollars (\$350.00) per month is paid in lieu of the City paying for additional term life insurance in the amount of $\$ 225,000.00$.
J. On-Call Compensation. Employees in the Investigations Unit that are assigned by the Chief or the Chief's designee to be on-call shall receive compensation for the period of time that they are on-call. During the on-call period the employee must be available by telephone and able to report to work within sixty minutes of notification. Employees assigned to be on-call will receive 10 hours of straight time for each week they are assigned to be on-call. The 10 hours of on-call time shall not have any cash value but may be taken as time off with supervisor approval. When an employee is on-call for less than a week they shall be compensated on a pro-rata basis. Oncall time shall be credited as earned.
K. Special Assignments. All sworn officers who are selected to work in the following special assignments shall receive an additional Two Hundred Fifty Dollars ( $\$ 250.00$ ) per month in addition to their base salary (or pro rata amount of $\$ 250.00$ if the officer serves less than one month) for each month the officer is assigned to these positions: Investigations, Narcotics, Gangs, or Planning and Neighborhood Services.

## 11. OVERTIME COMPENSATION

A. Employees subject to this MOU will be compensated with overtime for hours actually worked in excess of their normal shift. All overtime worked must be reported by the employee to a supervisor within twenty-four (24) hours of the overtime worked.
B. Employees, at their option, may choose either compensatory time off or monetary pay for extraboard duty, after shift enforcement, extending shifts, shift cleanup, court, call backs, presenting training and call outs. The method of compensation may be CTO or Pay, at the sole discretion of the Chief for special events, attending training, special enforcement, or other overtime not outlined above.
C. The rate of compensation shall be at one and one-half times the rate of regular pay-for all overtime activities.
D. Any employee called back to work while off duty off shall be compensated a minimum of four (4) hours at the overtime rate. Call-back which occurs in conjunction with and in continuum of the regularly scheduled shift hours shall be compensated according to Section 10-A.
E. Upon providing a minimum of 14 days' notice, unless mutually agreed otherwise, the city may require an employee to adjust or "flex" their normally scheduled work hours within a work week to accommodate preplanned activities such as training, meetings, special enforcement details and special events which would otherwise generate overtime.
F. If time is being flexed to accommodate attending training as a student, meetings or other non enforcement related activities the time flexed shall be calculated at straight time. If time is being flexed to accommodate an enforcement related detail or planned special event the time flexed shall be calculated at time and a half.
G. All sworn officers who are assigned to a position of Canine Handler on a regular, full-time basis shall be compensated for canine maintenance at one and one-half times the applicable rate which is the overtime rate of pay for a police officer recruit step 1 (one) for 30 minutes per day, seven days a week, whenever the police service dog is kenneled at the handler's residence. Canine maintenance will include feeding, watering, cleaning of kennels, cleaning canine patrol vehicles, grooming and/or bathing the canine, light exercise, training and other related miscellaneous duties.

Canine Handlers will also be compensated for hours actually worked when the handler is required to spend more than 30 minutes on an emergency or other non-routine canine maintenance duty (i.e., emergency veterinary visits). The officer will be paid at their regular rate of pay for non-routine canine maintenance.

Canine Handlers will not be compensated for canine maintenance when the police service dog is kenneled at a location other than the canine handler's residence.

## 12. CTO BUY-BACK

A. Effective upon adoption of this agreement, notwithstanding anything in this agreement to the contrary, no employee shall be allowed to accumulate over 240 hours of CTO. Any CTO earned above the maximum will be paid to the employee.
B. The time at which the employee shall be granted CTO shall be at the sole discretion of the Chief of Police. The predominant factor to be considered is the City's needs.
C. Employees shall have the following options concerning cash-out of CTO hours:

1) Once each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of 200 hours of the employee's CTO, providing that the employee has at least 200 hours of CTO accumulated at the time of request; or,
2) Twice each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of 100 hours of the employee's CTO, providing that the employee has at least 100 hours of CTO accumulated at the time of request; or,
3) Four (4) times each contract year each bargaining unit member may, upon notice to the City of at least one payroll period, receive pay only for a block of up to 50 hours of the employee's CTO, providing that the employee has CTO accumulated at the time of request.

## 13. COMPENSATION FOR COURT APPEARANCES

A. For the purpose of this MOU, the term courts shall include a legally required appearance at an activity of any judicial proceeding arising from the course and scope of employment with the City of Clovis.
B. Required appearances at courts occurring on an employees' regular day off shall be compensated at a minimum of four (4) hours at the overtime rate. Employees required to stand by for court on either, a regular day off, or on a regular work day when assigned to work a "graveyard" shift, in case they may be required to appear in Court, shall be compensated with one hour of straight time in total for any a.m. hours and one hour of straight time in total for any p.m. hours unless the employee is required to appear in Court. For the purposes of this section, the following definitions apply: day off is defined as a regularly scheduled day off or a previously approved absence. A work day is defined as the day that an employee begins the employee's shift whether or not the workday extends beyond midnight. A graveyard shift is defined as a work schedule which typically begins before midnight and ends approximately between 0500 and 0800 the following morning.
C. Required appearances at courts which occur on an employees' scheduled work day shall be compensated as follows: if the appearance is required more than four (4) hours in advance of the employees' shift the employee shall be compensated a minimum of four (4) hours at the time and one-half rate. Court overtime earned under this Section is not contingent on the employee's regular schedule in a 28 day period.
D. Required appearances at courts which occur on an employees' scheduled work day and the appearance is less than four (4) hours in advance of the employees' shift shall be compensated based upon the forty (40) hour work week.
E. Required appearances for telephone subpoenas shall be compensated at a minimum of one (1) hour at the overtime rate, if the appearance is required more than one (1) hour in advance of the employees shift or scheduled on
an employee's day off. Employees shall not be eligible for compensation for more than one telephone appearance in one day.
F. Overtime minimums shall not be paid more than once in the case of multiple court appearances on the same day with overlapping times.
G. If an employee is required to use their personal vehicle for out of town court appearances, the employee shall be compensated at the prevailing mileage rate as established by the City. Mileage shall be computed starting and ending from the Police Department.
H. The City shall not compensate with overtime or reimburse mileage or expenses for court appearances occurring as the result of an employees' employment with another employer.

## 14. EMPLOYEE'S SICK LEAVE

A. Each employee will receive eight (8) hour's sick or accident allowance for each full month of employment, up to a total of ninety-six (96) hour's allowance per calendar year. Such allowance is cumulative from year to year without limit.
B. Benefits shall be payable commencing the first day of absence due to the employee's sickness or accident.
C. Sickness or accident benefit payments, including workers' compensation payments, for any work week shall not exceed an employee's normal straight time weekly earnings.
D. Sick leave benefits are payable only for an employee's regularly scheduled work days on which he or she is off as a result of the employee's illness or accident, or illness or accident occurring to an immediate family member as defined in Section 28(9) of the MOU. Additionally, 48 hours of sick time may be used for the care of a grandchild.
E. The employee may be required, at the discretion of the City Manager or the City Manager's authorized representative, to furnish a doctor's certificate or other satisfactory proof of illness or accident after two (2) days of absence. If the employee is suspected of abusing the sick leave privileges, said requirement may be imposed after any length of absence. The City Manager or the City Manager's authorized representative may terminate or withhold said benefits if the employee fails to furnish satisfactory and nonfalsified proof of illness or accident.
F. Sick Leave Incentive. A sick leave incentive plan is established as follows:

1) To be eligible for sick leave incentive pay, an employee must have three hundred twenty (320) hours accumulated sick leave at the time payment is made.
2) Employees may elect to receive a sick leave incentive payment in cash or have an equal number of hours added to their annual vacation accrual. Employees may also elect to have an amount equivalent to their sick leave incentive deducted from their paychecks and deposited in their deferred compensation account. Sick leave incentive payments/conversion shall be made once per year during the month of December. For the purposes of computing sick leave incentive pay hereunder, sick leave shall be computed from December 1 of the preceding year through November 30 of the year in which incentive is to be paid. Employees must notify the Finance Department by November 15 if they wish to receive the sick leave incentive benefit as vacation accrual, deferred compensation, or sick leave accrual. If no such notice is received, employees shall automatically receive the sick leave incentive in cash.

The hours available under the sick leave incentive program shall be based on the following schedule:

The amount of sick leave available for cash out is reduced by one hour for every full hour of sick leave used during the year. An employee is eligible to cash out a maximum of 48 hours as a result of no sick leave usage during the year and a minimum of 8 hours for forty hours of sick leave used during the year.

The remaining portion of unused sick leave hours shall continue to accumulate.
G. Employees who retire from the City on the regular PERS service retirement benefit may elect to receive a lump sum cash-out up to $25 \%$ of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements or regular service retirement pending PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash-out. Employees wishing to participate in this benefit shall notify the Personnel Division of their intentions within thirty (30) days of their retirement date by completing a Sick Leave Cash-Out Benefit form.
H. Unused sick leave hours will be cashed-out as noted above. The sick leave hours that remain after the cash-out will be certified to PERS for the benefit known as "Credit for Unused Sick Leave."

## 15. HEALTH, LIFE, AND DENTAL INSURANCE COMPENSATION

A. The City and the Association agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, and pharmacy, vision, and life insurance coverages) inclusively.
B. The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.

If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement.
C. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits. The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.
D. The employee contribution rate will remain at $10 \%$ of the total cost of the lowest cost plan as determined by the City for the various employees, employee/family, and other tier groups as proposed. Increases or decreases in the year to year premium will be shared in the same $10 \%$ employee, $90 \%$ employer ratio for the term of this MOU unless otherwise changed through the meet and confer process with the HBC.
E. Employees who waive City medical, prescription, dental and vision coverages will receive a waiver incentive of $\$ 420.00$ per month.
F. Employees who waive medical and prescription drug coverages will receive a waiver incentive based on the following employee coverage tiers:

- Employee Only \$362.00
- Employee + Child(ren) \$322.00
- Employee + Spouse $\$ 309.00$
- Employee + Spouse + Child(ren) \$265.00

Employees who choose to discontinue health coverages through the City shall continue to receive City-provided life insurance coverage and employee assistance program (E.A.P.) benefits. To be eligible for this incentive, employees must: (1) notify the City's Personnel Division of their decision to discontinue health coverage during the City's annual health insurance open enrollment period; (2) verify in writing that they have group medical coverage from another source; and (3) verify to the City that discontinuance of health coverage does not constitute a violation of any court order or other legal obligation to which the employee may be subject. In the event that an employee who has opted-out of the City's health coverage subsequently loses his/her alternate medical coverage due to a life changing event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the City's health coverage program. It shall be the responsibility of the employee to notify the City's Personnel Division of such a life changing event within 30 days of the event.

Any changes in ACA regulations that affect cash-in-lieu benefits will require a reopener on the cash-in-lieu benefit.

## 16. HEALTH MAINTENANCE AND PHYSICAL FITNESS

## A. Introduction

Improved physical fitness should increase employees' health and longevity, boost energy levels, reduce the use of sick leave and medical services, and generally benefit all parties concerned. Accordingly, the City and the Association agree to develop programs to promote "employee wellness," and ensure employee physical fitness, during the course of employment with the City of Clovis. The City and the Association agree that it is the intent of the Health Maintenance and Physical Fitness Program to promote employee health and wellness and that every sworn employee covered by this MOU should maintain at least the minimum physical standards described herein.

## B. Employee Wellness Program

1. The City and the Association will jointly and periodically sponsor "health fairs" to provide employees with information on healthy life styles, and to offer voluntary tests for health issues such as glaucoma, vision, hearing, body fat, blood pressure, cholesterol breakdown, colon bleeding, heart rate recovery, flexibility, etc.
2. The City and the Association shall work cooperatively, through a Joint Committee, to develop an ongoing program for "employee wellness" and health maintenance.
3. The City will designate a "Wellness Coordinator" whose responsibilities will include monitoring employee health, offering health-related assistance whenever requested, and developing ongoing programs which make information on health care readily accessible.
4. Possible elements to be included in a health maintenance program, on a purely voluntary basis, may include noontime walking classes, aerobic classes, healthy eating seminars, weight control groups, morning stretch classes, smoking cessation classes, stress management seminars, and stress and relaxation classes.

## C. Health Maintenance and Physical Fitness

1. Subjects for Testing

The physical fitness testing will cover four areas:

1. Cardiovascular
2. Strength
3. Flexibility
4. Body Composition

## 2. Test Procedure and Scoring

a. The parties agree that beginning in contract years 2014-2016, the test used shall be the Fitness Testing and Health Promotion Program, as presented by Pinnacle Training Systems and follow the Cooper Standard as developed by the Cooper Institute.
b. If this testing format should ever be unavailable or be determined inappropriate, the testing shall follow guidelines as established in the paragraph above, or shall be modified as determined necessary the mutual consent of the City and CPOA.
3. No Smoking Policy
a. Introduction

The City recognizes the need of many of its employees to work in an environment free of tobacco smoke. The City also respects the rights of employees who choose to smoke to make personal decisions without interference with the rights of other workers.

## b. Ban on Workplace Smoking

Employees who want to smoke during off-duty hours, in non-work locations, may choose to do so. The City thinks it is important for the health and fitness of all employees, however, to maintain a smoke-free environment. The City maintains a hiring policy which disqualifies smokers from eligibility for employment. Current employees who were hired prior to July 1, 1989, may smoke during their off-duty hours, at non-work locations. At any City facility or work area including lounges, City vehicles and rest areas in City facilities, smoking is banned. Failure to observe this policy may lead to disciplinary action, up to and including dismissal.
4. Sanctions

The purpose of Clovis' physical fitness program is to promote better health and improve performance, not to punish. Accordingly, employees will be offered assistance and given ample opportunity to achieve minimum health and fitness standards. Employees hired after July 1, 1990, will be required to maintain a minimal level of health proficiencies throughout their employment.

## Employees Hired After July 1, 1990

Step One - An officer or employee, hired after July 1, 1990, who fails to satisfy minimum health and fitness requirements (pursuant to the physical testing standards established by Clovis' Joint Committee) is in violation of his or her contract. Consequently, that employee will be retested within 45 days.

Step Two - Employees who fail to pass the retest shall not be eligible for promotion, transfer, special assignment, or pay increases.

Step Three - Employees who fail to meet minimum health and fitness standards at the next scheduled physical fitness test shall be subject to the sanctions described in Step Two and shall lose their seniority for the purposes of shift selection and vacation selection.

Step Four - Employees who fail to meet minimum health and fitness standards at subsequent physical fitness test(s) shall be subject to the sanctions described in Step Two and Step Three, and shall have their salary reduced by one pay step. Continued failure to meet the standards
at subsequent physical fitness tests shall result in further step reductions in addition to the sanctions described in Step Two and Step Three.

Upon meeting the minimum health and fitness standards, a sanctioned employee shall have all sanctions removed. In addition, a sanctioned employee who has had his/her salary step reduced as a consequence of failing to meet the physical fitness standards, and who subsequently meets the standards by passing the fitness test, shall have their salary restored to the salary step prior to the reduction.

Any decision concerning sanctions is subject to review by the Police Chief and the City's Personnel Division.

An employee shall be considered to have maintained the minimum level of health proficiency (to have "passed") by completing the minimum performance standard for age and gender in the cardiorespiratory performance portion of the test.

## 5. Employees Hired Prior to July 1, 1990

a. Any officer or employee who fails to meet minimum health and fitness standards will be retested within 45 days. Individuals who, after retesting, still have not met minimum health and fitness requirements may be recommended for sanctions as defined in this Section.
b. The only sanctions which may be applied to Clovis Officers or employees hired prior to July 1, 1990, who fail to meet minimum health and physical fitness standards are non-eligibility for promotion, transfer, assignment to Investigations, Youth Services, Planning and Neighborhood Services, Motors, Canine Assignments, and merit wage increases (Officers will be eligible for any "across-the-board" increases granted to all unit members).
c. Any decision concerning sanctions is subject to review by the Police Chief and the City's Personnel Division.

## 6. Exemplary Physical Fitness

a. The purpose of this section is to encourage employees to achieve exemplary physical fitness or to improve their performance on the physical fitness testing from previous years. In order to accomplish this, employees will receive compensation for achieving increasing levels of exemplary performance on the areas of the test.
b. An employee will not receive compensation only for achieving passing Performance in the cardiorespiratory portion of the test. This is considered
the minimum standard and must be achieved before any other compensation for exemplary fitness will be received.

Exemplary performance will be established as follows:
a. The employee must have passed the cardiorespiratory portion of the test on the first attempt.
b. The employee must have completed all evaluated/scored portions of the test (currently eight) with exceptions as noted below.

1. An employee may choose not to participate in one testing category (other than cardio respiratory) based upon an existing injury and still be eligible for exemplary physical fitness.
c. For each category of the test evaluated in a very poor, poor, fair, good, excellent, and superior format a numerical score shall be established as follows:
2. Very poor -0 pts.
3. Poor -1 pt .
4. Fair -2 pts.
5. Good-3 pts.
6. Excellent -4 pts.
7. Superior -5 pts .
d. A raw total shall be established by adding the total of all the tests and an average then created by dividing by number of tests, truncated to the nearest tenth.
e. Modifications to Raw Total. Prior to determining the average score, an employee's raw total fitness score may be modified as follows:
8. Employees whose body fat percentage is in the "good" or "excellent" category may increase their raw total by one (1).
9. Employees who participate in the blood screening component of the test may increase their raw total by one (1).
f. Fitness workshops. Employees who participate in a fitness workshop may increase their raw total by one (1) for each workshop attended to a maximum score adjustment of two (2).
10. The city will provide a minimum of two (2) health/fitness workshops during the course of each fiscal year.
11. The content and format of each workshop shall be at the discretion of the city, but each shall be no longer than eight hours and must occur entirely within one calendar day.
12. Each individual workshop will be offered twice, once during the week and once on weekends to accommodate shift schedules.
13. Participation in a workshop is voluntary and overtime compensation will not be given.
14. If the city is unable to provide the required workshops, then all officers will receive the appropriate score modification as if they had attended the cancelled workshops.
g. Exemplary performance will be ranked as follows based upon the average score from the fitness tests:
15. Tier 1: 1.6 to 2.5
16. Tier 2: 2.6 to 3.5
17. Tier 3: 3.6 to 4.5
18. Tier 4: 4.6+
h. Exemplary Fitness Compensation. Officers will receive compensation for exemplary fitness based upon their tier ranking as follows:
19. Tier 1: No incentive provided.
20. Tier 2: 10 hours "Fit time" or $\$ 200$
21. Tier 3: 10 hours "Fit time" and $\$ 500$
22. Tier 4: 10 hours "Fit time" and $\$ 1000$

Fitness compensation will be paid annually on the first paycheck following July 5.
i. Fit Time hours must be taken consecutively. Fit Time hours must be used within twelve months of receipt or the hours will be deleted. Request for use of Fit Time hours may be made up to 24 hours in advance and are subject to review and approval by the employee's supervisor.
j. The maximum combined Exemplary Fitness Compensation incentive available to CPOA members may not exceed the greater of $\$ 65,000$, or the amount budgeted by the City for such compensation. The above listed amount of $\$ 65,000$ is based on the police department staffing level of 100 officers. For each actively staffed sworn position beyond 100, the maximum combined incentive shall increase by $1 \%$. If, in any fiscal year, employee performance results in compensation exceeding this amount, all fitness incentive amounts shall be reduced by an equal percentage until the combined compensation is below the greater of $\$ \$ 65,000$, or the amount budgeted by the City for fitness incentive compensation.
k. Any changes to the testing format and / or guidelines for exemplary physical fitness compensation shall require the mutual agreement of the City and CPOA.
I. If the Fitness Testing and Health Promotion Program should ever become suspended, employees who have tested and received at least the Tier 2 fitness incentive compensation in the most recent test shall receive the Tier 2 fitness incentive compensation until such time that a new fitness test is implemented and new test results are achieved.

## 17. UNIFORMS

A. The City shall provide each sworn employee in this Unit with an annual uniform allowance of One Thousand Two Hundred Dollars ( $\$ 1,200.00$ ). Such uniform allowance shall be paid annually on the first paycheck following July 5. The allowance will be prorated in accordance with the starting or ending date of employment with the City. Each sworn employee shall purchase and maintain a Class A uniform. The Class A uniform consists of a standard Class B uniform with long sleeve shirt, tie with gold colored tie bar, gold colored name plate, polished shoes/boots and hat. Changes to the Class A uniform will be determined by the Department Uniform Committee comprised of three CPOA representatives and a member of the Department Management team designated by the Chief of Police. The City shall also continue its past practice regarding providing extra safety equipment for assignments to motorcycles. Specifically, for such officer, the City shall repair or replace, as needed, helmets, boots, leather jackets, gloves, and safety glasses.
B. If the City or the Department elects to make any change in uniforms, said change will be implemented at the beginning of a fiscal year.

## 18. RETIREMENT

A. For the purpose of this MOU, references to "PEPRA" shall mean the regulations resulting from the Public Employees' Pension and Retirement Act as enacted in 2013.
B. Sworn Personnel Classified as PERS "Classic Employees" Pursuant to PEPRA

1. PERS contributions shall be comprised of three parts: employee contributions, employee cost-sharing contributions and City contributions. Employees shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the

PERS fund for the benefit known as "3\% at 50." In addition to payment of employee contributions, each employee shall also pay an additional 8\% into PERS as an employee cost-sharing contribution. The City shall pay to PERS, as its employer contribution, the difference between the Total PERS rate and the sum of the employee contribution rate and the additional 8.0\% total employee cost-sharing contribution, in order to continue to fund the benefit known as " $3 \%$ at 50 ."
2. During the term of this agreement the City shall continue to make the employer contribution for each eligible employee for the PERS Classic safety retirement benefit known as " $3 \%$ at 50 ". Employees shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for this benefit.
3. The City shall continue the "Single Highest Year" benefit and the "Credit For Unused Sick Leave" Benefit (Government Code Section 20965) during the term of this contract. The employee shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for this benefit.
4. The City shall continue to pay the cost of Option 21548, the Pre-retirement Optional Settlement 2 Death Benefit.
C. Sworn Personnel Classified as PERS "New Employees" Pursuant to PEPRA

1. PERS contributions shall be comprised of three parts: employee contributions, employee cost-sharing contributions and City contributions. Employees shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for the benefit known as " $2.7 \%$ at 57 ." In addition to payment of employee contributions each employee shall also pay an additional 8\% into PERS as an employee cost-sharing contribution. The City shall pay to PERS, as its employer contribution, the difference between the Total PERS rate and the sum of the employee contribution rate and the additional 8.0\% employee cost sharing contribution, in order to continue to fund the benefit known as " $2.7 \%$ at 57 ."
2. During the term of this agreement the City shall continue to make the employer contribution for each eligible employee for the PERS New Member safety retirement benefit known as " $2.7 \%$ at 57 ". Employees shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for this benefit.
3. The City shall continue the "PERS Three Year Highest Compensation" benefit and the "Credit For Unused Sick Leave" Benefit during the term of
this contract. The employee shall continue to pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund for this benefit.
4. The City shall continue to pay the cost of Option 21548, the Pre-retirement Optional Settlement 2 Death Benefit.
D. The City shall maintain the PERS Level 4 Survivors Benefit for all unit members during the term of this agreement.
E. The City has adopted a resolution intended to permit employee pension contributions to be made on a pre-tax basis whenever possible, as long as no additional cost to the City is involved.
F. Subject to review by the Public Employees Retirement System (PERS) the following elements of special compensation are reported to PERS for calculation of final compensation for retirement purposes for PERS Classic Employees Holiday Pay, Uniform Pay, Motor Pay, Bilingual Pay, Field Training Officer Pay, Acting Shift Supervisor Pay, Explosive Ordinance Device Team Pay, Sherman Block Supervisory Leadership Institute Certification, Master Instructor Development Program Certification and Education Incentive Pay. Items excluded by PEPRA for employees classified as New Employees will not be reported.
G. Unit members hired after January 1, 2013 and who are considered "New" employees under PEPRA regulations may elect to participate in a deferred compensation program that includes a City matching contribution once they have completed their initial probationary period. However, all unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. The deferred contribution program is subject to IRS Section 457 program rules. Enrollment in the program shall become effective in the pay period following the submittal of an enrollment request. The provisions of the deferred compensation program are as follows:

City's Matching Contribution/Payment

Maximum City Payment
(City/"New" PEPRA Employee)
$1: 1$
$3 \%$ of monthly base salary

[^0]
## 19. WORK WEEK

A. Sworn Employees: Pursuant to section 7(k) of the FLSA, the City has adopted the 28 day work period for its sworn police employees effective July 1, 2016. The work period shall begin at 0700 hours on Sunday and end at 0700 hours the following Sunday.
B. No employee will be regularly scheduled to have any split days off during the work period.
C. Police Corporals and Police Sergeants

1. Seniority in class at the Clovis Police Department may be used as a criterion for permitting those persons in the classification of Police Corporal to have an opportunity to select to which Patrol Shift they wish to be assigned.
2. Police Corporals assigned to, or who select one shift for three (3) cycles must move to another shift for at least one shift cycle. This includes officers who were assigned to or selected their shift by default. When a corporal is moved off a shift that would have been selected by default, that corporal shall be moved up in seniority as high as necessary to accomplish the move and only for the purpose of that particular shift sign-up. A default selection is defined as one in which a corporals' seniority limits selection to one shift.
3. Police Sergeants will be permitted to select their shifts by seniority in class. Once said shifts are selected, there is no time limit upon how long a Sergeant may remain on his or her selected shift.
4. Notwithstanding the above, the Police Chief or his authorized representative may assign any Police Corporals or Police Sergeants to any Watch, at any time, when there exists a need or cause to make such assignment. In these cases the person being reassigned shall be given the reasons for reassignment and at least 48 hours' notice of said reassignment except that shorter notice may be given in cases of emergent need.

## D. Police Officers

1. Seniority in class at the Clovis Police Department may be used as a criterion for permitting those persons in the classification of Police Officer to have an opportunity to select to which Patrol Shift they wish to be assigned.
2. This policy applies to Police Officers assigned regular Patrol Watch assignments. It does not include: Police Officers assigned to special duties and/or assignments (such as Traffic, Walking Beat, any other special assignment), or Police Officers on probation and/or not possessing a POST Basic Certificate.
3. An attempt will be made to assign Police Officers to their preferred Watch, with the following restrictions:
i. Shift rotation shall continue to occur on Sunday in July and January in the first new 28 day period.
ii. Police Officers assigned to, or who select one shift for three (3) cycles must move to another shift for at least one shift cycle. This includes officers who were assigned to or selected their shift by default. When an officer is moved off a shift that would have been selected by default, that officer shall be moved up in seniority as high as necessary to accomplish the move and only for the purpose of that particular shift sign-up. A default selection is defined as one in which an officers' seniority limits selection to one shift.
iii. The department will post patrol shift sign-up no later than ten (10) weeks prior to shift rotation. Officers will have a two (2) week period immediately following to select their shifts. The final shift schedule will be posted no later than six (6) weeks prior to shift rotation.
4. Shift Coverage For Scheduled Community Events - - Shift schedules designed to provide staffing for annual, recurring community events as determined by the Police Chief will be completed and posted by the department at least fourteen (14) days in advance of the event. These events shall include: Clovis Rodeo Week, Big Hat Day, the Clovis Christmas Parade and the week that the Clovis Unified School District's school year begins and July $4^{\text {th }}$. Exceptions may occur when events take place or information is received that necessitates changes in staffing levels within the 14 day period.

All employees available for event staffing will receive advanced notice of the sign-up posting for any event requiring overtime staffing.

Notwithstanding the above, the Police Chief or his authorized representative may assign any Police Officer to any Watch, at any time, when there exists a need or cause to make such assignment. In these cases, the Police Officer being reassigned shall be given the reasons for reassignment and at least 48 hours' notice of said reassignment except that shorter notice may be given in cases of emergent need.

## 20. OVERTIME AND EXTRA-DUTY BOARD

A. The City of Clovis agrees that it will compensate the employees of the above-described Unit for overtime, by pay at one and one-half ( $1-1 / 2$ ) times the regular rate of pay. An employee shall be compensated at said overtime
rate whenever an employee is required to work in excess of their normal shift in the 28 day work period.
B. The assignment of overtime will be in the City's sole discretion. However, the City shall endeavor to select among those employees who are qualified, those individuals who wish to work overtime, and when reasonably possible, to schedule such overtime work in advance. Whenever scheduling overtime work for Patrol duty, the City agrees to utilize the Extra-Duty Board procedure enumerated below whenever reasonably possible.

## C. Extra-Duty Board for Uniformed Patrol Division

1. All employees in the classification of Police Officer or Police Corporal will be allowed to sign up for Extra-Duty Board.
2. A Police Officer or Police Corporal will not be allowed to work back-to-back shifts except in emergencies. (Extra-Duty Board will not restrict a Watch Commander from keeping a Police Officer on duty, i.e., extending shift, for a few hours if the City's needs required such duty.)
3. Vacation days and days off are all times when a Police Officer or Police Corporal could sign up for Extra-Duty Board. (A Police Officer may not sign up to work during mandatory time off.)
4. Officers eligible to work Extra-Duty Board must have an electronic device with service through the vendor selected by the Department.
5. Officers eligible to work Extra-Duty Board shall notify the Watch Commander that they wish to be called for Extra-Duty Board.
6. When an Extra-Duty Board is needed, the Watch Commander will utilize the system that is in place and notify all eligible officers that an Extra-Duty Board is needed on a specific date and time. The first officer to respond to the call will be assigned the Extra-Duty Board. The supervisor utilizing the Extra-Duty Board will place the officer's name on a list indicating that the officer has received an Extra-Duty Board assignment for that month. Officers who have received an Extra-Duty Board assignment in a given month will not be eligible for another Extra-Duty Board assignment during that same month. However, officers who have been assigned an Extra-Duty Board will be eligible for additional Extra-Duty Board assignments if no other officers respond to subsequent call(s) for Extra-Duty Board assignments.
7. In the event that two eligible officers call to fill the open shift, the first officer to respond to the supervisor will receive the shift if both officers have already worked an overtime shift for that month.
8. The time in which to respond to a call for an Extra-Duty Board will be 15 minutes from the time the call is sent.
9. After an Extra-Duty Board is filled, the Watch Commander will notify all eligible officers that the Extra-Duty Board has been filled and by whom.
10. Once the initial 15 minutes has expired from the initial extra board alert and no officer has voluntarily signed up, the supervisor will then send a second alert stating that the shift is "Open to all." At that time, a Police Sergeant may then volunteer to sign up for the shift.
11. Sergeants, Corporals, and Officers who receive a City cell phone should respond to all messages sent by City personnel within a reasonable period of time, except those related to Extra-Duty Board assignments. The only exception to this rule will be for general pages to all staff announcing extra boards as described in Section 19.C-6.
12. The Watch Commander Sergeant or Corporal can authorize Extra-Duty Board. Watch Commanders can utilize Extra-Duty Board in case of shift personnel illness and vacations. The Patrol Divisional Commander can authorize Extra-Duty Board assignments above, the minimum requirements as per Departmental/City needs.
13. For Extra-Duty Board, Police Officers and Police Corporals will be given a choice of pay at time and one-half or compensatory time at time and onehalf. If a Police Officer or Police Corporal signs up to work on a holiday that falls on his day off, he will be paid time and one-half as any other day.
14. Police Officers and Police Corporals will be responsible for filling out a pay sheet, which must be approved by the Watch Commander.
15. The Extra-Duty Board will be utilized when a Watch Commander determines that he/she has less than adequate personnel on any given shift. The Division Commander or his/her designee shall have final authority in determining minimum staffing requirements. In administering this provision, the City shall consider officer safety.
16. The Chief of Police/Patrol Division Commander retains the right to order any Officer to work, per Departmental/City needs, regardless of whether or not an Officer is signed up on the Extra-Duty Board.

## 21. UNIVERSAL NOTIFICATION

A. It is in the City's best interest to develop a means to contact all CPOA members in the case of events or circumstances occurring of such critical importance to the Department or to the security and safety of the community
that it requires universal notification of sworn/non sworn personnel. At the Police Chief's discretion, CPOA members will be provided with a means of communication by which the Department can contact employees in case of such a need.
B. CPOA members shall use reasonable diligence in establishing and maintaining contact with the Department and shall respond as requested within a reasonable amount of time to the Department's issuance of a universal notification.
C. In the event of a universal notification, CPOA members shall respond through the Police Chief's Office or to his/her designated representative.

## 22. REST PERIODS AND MEAL BREAK

A. Employees working " $5 / 8$ " or " $4 / 10$ " or " $9 / 8$ " shifts will receive one (1) twenty (20) minute rest period and a forty (40) minute meal break without loss of pay. The timing of these rest periods and meal breaks shall be reasonably scheduled by the City in accordance with the requirements of the Department.
B. Employees working a "3/12" work shift will receive one (1) 40 minute meal break and (2) twenty minute rest periods without loss of pay per work shift.

## 23. HOLIDAYS

A. Employees shall receive 108 hours of paid leave in lieu of holidays annually for twelve months of service. Holiday time shall be credited in advance to all personnel on each subsequent July 1 during the term of this contract, and shall not be credited on a monthly basis.
B. Not later than June $15^{\text {th }}$ of each year, for the following fiscal year, employees provided with holiday time will provide the department written notice of their choice to cash-out up to 108 hours of current annual holiday time at their straight time rate, and the number of hours they plan to use as time off. Hours chosen to be cashed-out will be cashed-out on November 30 , or June 30, or a combination of the two dates. Once this choice has been made, it may not be changed by the employee, except in the case of unforeseen personal circumstances which must be approved by the Chief of Police. Hours designated to be used, but not actually used by the end of a fiscal year, may be carried over into the next fiscal year. However, in the next fiscal year the employee must designate for cash-out at least the same number of hours carried over. At no time would an employee accrue more than 108 holiday leave hours and 108 holiday cash-out hours. In
recognition, and consistent with the PERS requirement to report compensation as earned, holiday time that is cashed out must be declared at the beginning of the fiscal year so that it can be reported to PERS at the rate of 4.5 hours per pay period over the course of the fiscal year if 108 hours are cashed out.

1. Unused Holiday Time without cash value that has been carried over from previous físcal years may still be taken as time off only, provided it does not conflict with operational needs and/or create an overtime expense as determined by the Police Chief or designee.
C. If an employee terminates employment with the City prior to June 30, any pro-rate holiday time cashed-out or used in excess of 9 hours per month will be deducted from his/her final paycheck. If an employee terminates employment prior to June 30, all unused holiday time earned that does not exceed 9 hours per month on a pro-rata basis will be cashed-out to the employee.
D. Every day appointed in writing by the President or the Governor for a public fast, thanksgiving or holiday on which both federal and state employees receive a paid holiday, provided that if it is not absolutely clear that the President or the Governor has appointed a national or statewide day for fast, thanksgiving or holiday, the City Council (pursuant to subdivision (n) of California Government Code Section 6700) shall make a final, binding and non-appealable decision as to whether City employees shall be granted a holiday.
E. If during the term of this agreement the City Council determines to add any additional City-wide paid holidays, the same shall be offered to this Association on the same terms and conditions.

## 24. MILITARY LEAVE

A. Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Manager and/or the City Manager's authorized representative an opportunity, within the limits of military regulations, to determine when such leave shall be taken.
B. City employees who fulfill their obligations and serve their country should suffer no loss of pay. The City, however, retains the right, to the extent legally permitted, to reduce the monthly salary of City employees by the amount received in payment for active duty in the Armed Forces, so long as the employee's benefits, e.g. PERS, etc, are not reduced.
C. The Association expressly reserves the right to challenge the legality of the City's policy on payment for military leave.

## 25. LEAVE OF ABSENCE WITHOUT PAY

A. The City Manager may grant a permanent or probationary employee a leave of absence without pay or seniority for not to exceed three (3) months. Leaves of absence without pay may be extended at three (3) month intervals (up to a maximum of nine (9) month extension) upon the mutual agreement of the City, Association, and the employee involved. No such leave shall be granted except upon written request of the employee setting forth the reason for the request, and the approval will be in writing. Upon expiration of the regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge, in the discretion of the City Manager.
B. The Department Head may grant a permanent or probationary employee a leave of absence without pay for not to exceed one (1) calendar week. Such leave shall be recorded on a Personnel Action form generated by the Police Department and approved by the City Manager.

## 26. BEREAVEMENT LEAVE

A. An employee shall be entitled to forty (40) excused hours with pay in any one (1) calendar year to attend the funeral of any member of the employee's immediate family.
B. For purposes of this Section, the term "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, grandparents, grandchildren, mother/father in-laws, brother/sister in-laws and legal dependents of the employee or special circumstance deemed appropriate by the Chief of Police.
C. The City will take all reasonable steps to accommodate an employee's work schedule so he/she may attend the funeral of an immediate family member.

## 27. JURY DUTY

Employees are encouraged to serve on jury duty. While so serving, they will still be paid by the City on the basis of a forty (40) hour week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received from the court be turned over to the City.

## 28. VACATION

A. Employees in this Unit shall earn vacation credit on the following basis:

Years of Service

1 through end of year 7 8 through end of year 14 15 through end of year 19 20 Years or more

Accrual
5 hours posted on each pay period to a maximum of 280 hours 6 hours posted on each pay period to a maximum of 328 hours 6.667 hours posted each pay period to a maximum of 360 hours 8 hours posted on each pay period to a maximum of 360 hours
B. The time at which the employee shall be granted a vacation is at the sole discretion of the Chief of Police or designee. The predominant factor to be considered is the City's needs.
C. Vacations will be taken in accordance with Departmental seniority regardless of rank or job assignment.

## 29. DONATION OF LEAVE TIME

A. A voluntary donation of vacation time or CTO time or personal leave time (i.e., floating holiday time) from one employee to another may be permitted for the purpose of providing a full-time employee with paid leave time for the care of themselves, or an immediate family member, who is suffering from a debilitating illness or injury as determined by a physician or other qualified health care provider. Employees may request a donation of vacation, CTO, or personal leave time from other employees under the following circumstances:

1. The employee requesting receipt of the donation of time must have less than eighty (80) cumulative hours accrued sick leave, vacation and /or CTO leave time at the time the request is made.
2. Donations of time shall be made in minimum donations of four (4) hour blocks of time.
3. Donation of leave time requests shall be processed through the Personnel/Risk Management Division and will be received for at least four weeks.
4. Donated hours shall be converted from the donor's hourly rate of pay to the recipient's rate of pay. All hours donated shall be converted to sick leave hours and credited to the recipient.
5. Donated hours are to be used by the employee when his/her sick leave is insufficient to maintain a paid status and the reason for absence is consistent with the request for leave donation. The employee will not be required to use vacation, CTO or Holiday Time to maintain a paid status unless the donated hours have been exhausted. The employee may request a leave of absence without pay consistent with the applicable provision in the MOU to preserve paid leave balances. The granting of such a request is at the sole discretion of the City.
6. Donations will be provided to the requesting employee in the order they are received for processing in any given period. As a result, all leave donations will be date stamped and numbered before processing. The donating employee will receive notice of the leave adjustment when processed.
7. If donations greater than the number of hours needed for the immediate pay period are received, they will be held by Personnel/Risk Management for the ensuing pay period(s) and processed at that time.
8. When the reason for requesting the donated hours no longer exists or if the donations received are greater than the amount of hours needed by the requesting employee, the hours donated but not used/processed will not be deducted from the donating employees leave balance except that donated hours will be used to ensure that employee requesting leave donations will be left with a cumulative balance of no less than 80 hours of vacation, CTO and sick leave to the extent that leave donations and normal accruals provide such a balance.
9. For the purposes of this Section, "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, grandparents, mother/father in-laws and legal dependents of the employee receiving the transfer of time.
10. Nothing in this section shall be construed to require donations of time to employees who request donations of leave time.
11. Employees wishing to donate vacation, CTO, or personal leave time to the receiving employee shall provide written authorization to the Personnel/Risk Management Division for the transfer of time. The written authorization shall indicate the donating employee's name, the number and type of hours to be donated, and the name of the receiving employee.

## 30. APPEALS AND GRIEVANCE PROCEDURES

RULES OF APPEAL TO PERSONNEL COMMISSION

SECTION 1. Right of Appeal - Grievances: Any bargaining unit employee in the competitive service shall have the right to submit a grievance to the Personnel Commission regarding the interpretation or alleged violation of the Personnel Ordinance or these Rules, except in instances where the right of appeal is specifically prohibited by the Personnel Ordinance or these Rules.

SECTION 1.2 Right of Appeal - Disciplinary Action: Any sworn employee shall have the right to appeal disciplinary action consistent with the Public Safety Officer Procedural Bill of Rights. Any non-sworn employee shall have the right to appeal disciplinary action (except where the disciplinary action if for five (5) days or less) consistent with the appeal process set forth in the Personnel Rules and Regulations.

SECTION 2. Method of Appeal: Appeal shall be in writing, subscribed by the appellant, and filed with the Personnel Officer, who shall, within five (5) days after receipt of the appeal, inform each member of the Personnel Board, the appointing power and such other persons or officers named or affected by the appeal of the filing of the appeal. The appeal shall be a written statement, addressed to the Personnel Board, explaining the matter appealed from the setting forth therein a statement of the action desired by the appellant, with his reasons therefor. The formality of a legal pleading is not required.

SECTION 3. Notice: Upon the filing of an appeal, the Personnel Officer shall set a date for hearing on the appeal not less than ten (10) days, or more than thirty (30) days from the date of filing. The Personnel Officer shall notify all interested parties of the date, time and place of the hearing at such places as the Personnel Board shall prescribe.

SECTION 4. Investigation: Upon the filing of an appeal, the Personnel Board may make such independent investigation of the matter as it may deem necessary. The result of such investigation shall be made a part of the record of the proceedings and the appellant shall have the right to have a reasonable time within which to answer or to present evidence in opposition to the findings of this independent investigation.

SECTION 5. Hearing: The appellant shall appear personally, unless physically unable to do so, before the Personnel Board at the time and place of the hearings. He may be represented by any person or attorney as he may select and may at the hearing produce on his behalf relevant oral or documentary evidence. Appellant shall state his case first and, at the conclusion, opposition matter may then be presented. Rebuttal matter not repetitive may be allowed in the discretion
of the Personnel Board. Cross-examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Personnel Board by its Chairman, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be open unless the appellant, in writing, requests a closed hearing.

SECTION 6. Findings and Recommendations: The Personnel Board shall, within ten (10) days after the conclusion of the hearing, certify its findings and decision in writing to the appellant and to the person, officer or body from whose action the appeal was taken. The person, officer or body from whose action the appeal was taken shall review the findings and recommendations of the Personnel Board and may then affirm, revoke or modify the action taken as, in its judgment, seems warranted, and the action taken shall be final. Any member of the Personnel Board may submit a minority or supplemental finding and recommendation. In case of suspension, discharge or demotion, the Personnel Board shall reinstate any employee to his former status if proof is made that the action was for political, religious or racial reasons.

The grievance mechanism is set forth in Personnel Rule XIII which reads as set forth below with the addition of the fact that a grievance shall be defined as a good faith complaint of one or a group of employees, or a dispute between the City and the Association involving the interpretation, application, or enforcement of the express terms of this MOU.

## GRIEVANCE PROCEDURES

SECTION 1. Purpose of Rule:
(a) To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
(b) To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions.
(c) To provide that grievances shall be settled as near as possible to the point of origin.
(d) To provide that appeals shall be conducted as informally as possible.

SECTION 2. Matters Subject to Grievance Procedures: Any employee in the competitive service shall have the right to appeal, under this Rule, a decision
affecting his employment over which his appointing power has partial or complete jurisdiction and for which appeal is not provided by other regulations or is not prohibited.

SECTION 3. Informal Grievance Procedures: An employee who has a problem or complaint shall first try to get it settled through discussion with his/her immediate supervisor within ten (10) days of the event being grieved, or within ten (10) days after the employee becomes aware of the event being grieved. Within ten (10) days after this discussion, if he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his supervisor's immediate superior, if any, in the administrative service. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, he shall then have the right to file a formal appeal in writing within ten (10) calendar days after receiving the informal decision of his immediate superior. An informal appeal shall not be taken above the appointing power.

SECTION 4. Formal Grievance Procedure:
(a) First Level of Review: The appeal shall be presented in writing to the employee's immediate supervisor, who shall render his decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with his supervisor's decision, or if no answer has been received with fifteen (15) calendar days, the employee may present the appeal in writing to his supervisor's immediate superior. Failure of the employee to take further action within ten (10) calendar days after receipt of the written decision of his supervisor, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.
(b) Further Level of Review as Appropriate: The supervisor receiving the appeal shall review it, render his decision and comments in writing, and return them to the employee with fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision, or if no answer has been received within fifteen (15) calendar days, he may present the appeal in writing to the department head. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if not decision is rendered, will constitute a dropping of the appeal.
(c) Department Review: The department head receiving the appeal of his designated representative, should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The department head shall render his decision and comments in writing, and return them to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision reached, or if no answer had been receive within fifteen (15) calendar days, he may
present the appeal in writing to the appointing power. Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute a dropping of the appeal.
(d) Appointing Power: The appointing power receiving the appeal or his designated representative, should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The appointing power may designate a fact finding committee, officer not in the normal line of supervision, or Personnel Board to advise him concerning the appeal. The appointing power shall render a decision in writing to the employee within twenty (20) calendar days after receiving the appeal.

SECTION 5. Conduct of Grievance Procedure:
(a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
(b) The employee may request the assistance of another person of his own choosing in preparing and presenting his appeal at any level of review.
(c) The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the appeal.
(d) Employee shall be assured freedom from reprisal for using the grievance procedures.

## 31. TUITION REIMBURSEMENT

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:
A. Employees must have completed their initial probationary period with the City.
B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
D. An employee will be eligible for reimbursement of approved expenses for either an Associates, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or master's degree program is eligible for reimbursement.
F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

## 32. PROFESSIONAL DEVELOPMENT PROGRAM

A. Purpose. The purpose of the City of Clovis Police Department Professional Development Program is to increase and maintain high levels of professionalism among Police Officers in order to attain a superior quality of Police service for the community and to better equip individual Police Officers for handling complex and difficult social and community problems characteristic of modern society. Thus, the program is intended more effectively to prepare both new recruits and experienced officers to cope with the changing role of the Police Officer in today's community through broadening his/her educational background and exposure. Commencing with the term of this agreement, progression through the steps of this
program, as described in detail below, is graphically illustrated by the chart attached to this MOU.
B. General Provisions. Upon receiving a degree and/or an appropriate level certificate issued by the California Commission on Peace Officers' Standards and Training (POST), a salary increase based on the attached schedule will be permanently added to the Officer's base pay. In order to receive the Educational Incentive, an officer must have satisfactorily completed appropriate course requirements with a grade average of " C " or better.
C. Eligibility Requirements. To be eligible for participation in the program, Police Officers must have met the following requirements.

1. Each officer must have satisfactorily completed the entry-level probationary period and have attained regular status; provided, two (2) years of service shall be the maximum wait for eligibility. However, lateral officers with a minimum of 2 years of experience will be considered eligible upon satisfactory completion of the FTO program.
2. Each Police Officer must be classified as Police Officer, Police Corporal or Police Sergeant.
3. Each Police Officer who plans to participate in the program must advise the Personnel Officer, through the Chief of Police, on the appropriate forms.
4. The Police Officer must have received a degree from an accredited college or university and have been in a program which leads to an Associate or Bachelor's degree in a subject area approved by the Police Chief and City Manager.
5. Program Incentive. Upon completion of each degree level requirement and/or the required POST Certificate and submittal of the necessary forms, the appropriate salary incentive will be added to the permanent base pay for the Officer as follows:

| Educational Requirement | Increase |
| :---: | :---: |
| Associates Degree AND Intermediate POST Certificate, <br> OR | $2.5 \%$ |
| Advanced POST Certificate (no degree required) | $5.0 \%$ |
| Bachelors Degree (no POST certificate required) | $7.5 \%$ |
| Bachelors Degree AND Advanced POST Certificate |  |

6. The incentive pays specified above are designed to increase in increments of $2.5 \%$ and do not compound.
7. Responsibilities and Duties: Officer's Responsibilities: Each Officer participating in the program is responsible for informing the Chief of Police and the City Manager or the City Manager's authorized representative of his degrees and/or certificates from POST. Officers are responsible to handle all matters pertaining to the college or university and are required to have academic transcripts and records of achievement submitted through the Police Chief. Keeping in mind that the purpose of the program is to encourage the professional development of the Clovis Police Department, through attainment of higher education, each Officer participating in the program should commit himself to work as quickly as feasible toward completion of the requirements of the degree sought.
D. Sherman Block Supervisory Leadership Institute Certification. Sergeants who complete the Sherman Leadership Institute Certification shall receive $\$ 100.00$ per month added to their permanent base salary.
E. Master Instructor Development Program Certification. Sworn personnel who complete the Master Officer Certification shall receive $\$ 100$ per month added to their permanent base salary.

## 33. ASSOCIATION TIME BANK

A. Employees shall donate four (4) hours of vacation time each year to the Association Time Bank. The hours donated to the Time Bank shall be donated on January 1 of each year. These hours may be utilized by Clovis Police Officers Association (Association) members to attend to Association business and educational activities. The City Finance Department will maintain records of all hours donated annually to the Time Bank. Upon request, the City Finance Department will provide the Association with quarterly information regarding the available balance in the Time Bank and hours utilized.
B. The Association President shall authorize the use of Time Bank hours for the members of the Association. Hours utilized under this section shall be in minimum amounts of four (4) hour increments. For scheduled trainings, schools, etc., the Association President shall provide the Police Chief or his/her designate with a minimum of fourteen (14) days notice prior to requesting the use of Time Bank hours. The use of Time Bank hours shall be subject to the approval of the Police Chief or his/her designate.
C. The Association agrees to indemnify and hold harmless the City of Clovis, its officers, employees and volunteers from any claims or liability arising from the use of the Time Bank, including any legal or other actions taken to protest the application of this provision. It is agreed that Association personnel utilizing Time Bank hours shall be representing the Association and not the City of Clovis during the time that Time Bank hours are being utilized. It is further understood that the use of Time Bank hours shall not constitute "time worked" for the purposes of computing overtime or any other payroll or employee benefit, including workers' compensation benefits.

## 34. TATTOOS, BODY PIERCING, ORNAMENTAL DENTAL ART AND BODY ART

A. Tattoos, Ultra-Violet (UV) Tattoos, Brandings Ornamental Dental Art and Body Art: Department personnel shall not, while on duty, display any tattoos, UV tattoos (tattoos visible under UV lighting), brandings, ornamental dental art or other body art. Visible tattoos, brandings and other body art shall be covered when wearing a uniform. Tattoos on the head, hands, neck and face are expressly prohibited.
B. Body Piercing: Except for earrings worn by female employees, no body piercings with ornamentation shall be visible, to include the face, nose and tongue, while any member is on duty or representing the Department in any official capacity.
C. Employees hired prior to July 1, 2008, with tattoos, branding and/or body art visible while in uniform will be allowed to wear an unmodified uniform. Employees will not be allowed to add any other visible tattoos, branding or body art after adoption of this agreement.
D. Exception: Sworn officers working in an undercover assignment may be exempted from this policy by the Chief of Police.

## 35. SHIFT TRADES AND SUBSTITUTIONS

A. Employees in the same classification may voluntarily trade shifts with the written approval of the Department with the understanding that the traded hours worked will not result in any additional overtime other than what would have been paid for scheduled hours without substitution.
B. Employees in the same classification may voluntarily substitute for one another with the express written approval of the Department. Employees requesting the substitution will request a transfer of leave hours (holiday, vacation or CTO) from their balances to the employee who has voluntarily
agreed to work the shift. The number of hours transferred will be equal to the number of hours scheduled for the shift. Any hours worked beyond the scheduled shift will be paid in accordance with Article 10.

## 36. SOLE AGREEMENT

A. The policies collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies.
B. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become a part of this MOU and subject to its terms.
C. The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.
D. In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU. Should a policy within the MOU become void as outlined above, either the City or the Association may institute the meet and confer process in regard to instituting a substitute item.

## 37. FULL UNDERSTANDING, MODIFICATION AND WAIVER

A. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, Understandings, and Agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.
B. Existing practices and / or benefits which have a direct effect on employee wages, hours and other terms and conditions of employment which are not referenced in the Agreement shall continue without change unless modified or abolished by mutual agreement of the parties. The parties understand and agree that the provisions of mutual agreement shall not apply to issues of employment unless it can be shown that they affect wages, hours or other terms and conditions of employment. The parties
also understand and agree that management trials, test cases, pilot projects or programs, individual or small group practices, or sporadic practices are not considered past practices.
C. Nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this Agreement.

## 38. TERM OF MEMORANDUM

The provisions of this MOU shall be effective for the period of July 1, 2019 through and inclusive of June 30, 2022.

The Association membership has ratified the contents of this MOU, by their affirmative vote, on or about June 12, 2019.

The Clovis City Council ratified the contents of this MOU, by their affirmative vote, on June 17, 2019.

## For the City of Clovis

For the Clovis Police Officers' Association

By:
Luke Serpa, City Manager
By:
Jordan Hunter, CPOA President

By:
Shonna Halterman, Lead City Negotiator
$B y:$
Lori Shively, City Negotiator

By: $\quad$ Jason Smoak, CPOA Negotiator

By:
Charles Johnson, City Negotiator

By:
Mary Lerner, Attorney for City
By:
Christopher Taliaferro, CPOA Negotiator

By:_ Tony Silva, Attorney for CPOA

ATTEST:
Date:
John Holt, City Clerk

## CITY of CLOVIS

TO: Mayor and City Council
FROM: Planning and Development Services Department
DATE: June 17, 2019
SUBJECT: Approval - Bid Award for CIP 17-15, Armstrong Avenue Street Reconstruction, and; Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENT: (A) Vicinity Map

## CONFLICT OF INTEREST

None

## RECOMMENDATION

1. For the City Council to award a contract for CIP 17-15 Armstrong Avenue Street Reconstruction to Bush Engineering, Inc. in the amount of \$ 627,973.25 and;
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

## EXECUTIVE SUMMARY

The project involves street improvements on Armstrong Avenue from Barstow Avenue to Bullard Avenue. This project will address existing pavement deficiencies, ADA compliance, and help alleviate traffic congestion near Clovis Elementary School by modifying the traffic striping layout. The construction will include full street reconstruction, grinding, grading, compacting, asphalt concrete paving, ADA concrete improvements, installation of traffic markings and signs to current MUTCD standards.

## BACKGROUND

The following is a summary of the bid results of June 4, 2019:

BIDDERS
Bush Engineering, Inc.
Dave Christian Const. Co., Inc.
American Paving Co.
Cal Valley Construction
MAC General Engineering, Inc.
Granite Construction
ENGINEER'S ESTIMATE

## BASE BIDS

\$ 627,973.25
\$ 642,608.00
$\$ 677,373.80$
\$ 719,752.60
\$ 722,916.00
\$734,079.00
\$ 697,059.00

All bids were examined and the bidder's submittals were found to be in order. Bush Engineering, Inc. is the lowest responsible bidder. Staff has validated the lowest bidder contractor's license status and completeness of federal funding paperwork.

## FISCAL IMPACT

This project was approved in the 2018-2019 fiscal year budget and is solely funded by the Regional Surface Transporiation Program (RSTP).

## REASON FOR RECOMMENDATION

Bush Engineering, Inc. is the lowest responsible bidder. There are sufficient funds available for the anticipated costs of this project.

## ACTIONS FOLLOWING APPROVAL

1. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
2. Construction will begin approximately two (2) weeks after contract execution and be completed in thirty (30) working days thereafter.

Prepared by: John Armendariz, Assistant Engineer

Submitted by:


Michael Harrison
City Engineer

Recommended by:


Dwight Kroll
Director of Planning and Development Services

## VICINITY MAP

CIP 17-15 Armstrong Avenue Street Reconstruction


TO: Mayor and City Council
FROM: Planning and Development Services
DATE: June 17, 2019
SUBJECT: Approval - For the City Council to approve an updated Consultant List from which Professional Consultants shall be selected.

ATTACHMENT: (A) City of Clovis Fiscal Year 2019-2020 Consultant Master List

## CONFLICT OF INTEREST

None

## RECOMMENDATION

For the City Council to approve the attached Consultant List for implementing the Community Investment Program to evaluate private development and public works projects for FY2019-2020, effective July 1, 2019. This consultant list will be utilized in the selection of consultants for the coming year's Community Investment Program, to evaluate private development and public works projects.

## BACKGROUND

In accordance with Clovis Municipal Code, Section 2-7.08, Paragraph c, the City Manager shall annually recommend to the City Council, for approval, a list of qualified professional consultants as selected by the City Engineer. These professional consultants shall be utilized to implement the City's five-year Community Investment Program to evaluate private development and public works projects and perform special studies. The list includes consultants expressing interest in performing work for the City and possessing the required qualifications.

FISCAL IMPACT
None

## REASON FOR RECOMMENDATION

The updated attached list includes qualified professional consulting firms who have expressed a desire to be considered for City projects.

ACTIONS FOLLOWING APPROVAL
None.

Prepared by: Paula Wright, Principal Office Assistant

Submitted by:


| CITY OF CLOVIS FY 2019-2020 CONSULTANT LIST | EXPERTISE | ADDRESS | CITY | ZIP | PHONE | EXT | FAX | CONTACT | Existing MSA | MSA Expiration | Date Last Used | Date <br> Added |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Achievement Engineering Corp. |  | 5070 N 6th St., Suite 188 | Fresno | 93720 | (559) 960-0074 |  |  | Zachary Johnson |  |  |  |  |
| Alisto Engineering Group |  | 1575 Treat Blvd., Suite 201 | Walnut Creek | 94598 | (925) 279-5000 |  | (559) 295-1823 | Dean Bamer |  |  |  |  |
| Associated Transportation Engineers | Traffic Engineer | 100 N. Hope Avenue, Suite 4 | Santa Barbara | 93110 | (805) 687-4418 |  |  | Maynard Keith Franklin, Richard L. Pool |  |  |  |  |
| ATI Architects and Engineers | Architect | 2510 Douglas Blvd. | Roseville | 95661 | (916) 772-1800 |  | (916) 772-1820 | G. Michael Goldsworthy |  |  |  |  |
| Begur Consulting |  | 6350 Greenfield Drive | Gilroy | 95020 | (408) 607-1885 |  |  | Sundaresh N. Begur, M.S., P.E. |  |  |  |  |
| Berg \& Associates |  | 302 W. 5th St. Suite 210 | San Pedro | 90731 | (310) 548-9292 |  | (310) 548-9195 | Melanie Nelson, Regional Manager |  |  |  |  |
| Biggs Cardosa Associates Inc. |  | 5250 N. Palm Ave., Suite 211 | Fresno | 93704 | (559) 449-8686 |  | (559) 449-8580 | Steve Biggs, Mark Cardosa, Richard Sanguinetti |  |  |  |  |
| Black and Veatch | Underground | 8950 Cal Center Drive, Suite 238 | Sacramento | 95826 | (916) 361-1282 |  | (916) 361-2495 | Bruce J. Corwin |  |  |  |  |
| Blackburn Consulting | Geotechnical | 360 W. Bedford Ave., Suite 101 | Fresno | 93711 | (559) 438-8411 |  |  | Jason Paul |  |  |  |  |
| Blair, Church and Flynn |  | 451 Clovis Avenue, Suite 200 | Clovis | 93612 | (559) 326-1400 |  | (559) 326-1500 | David Mowry | Yes, Active | 2/20/2020 |  |  |
| Boyle Engineering Corporation | Water | 1360 E. Spruce Ave. | Fresno | 93720 | (559) 448-8222 |  | (559) 448-8233 | Mark Rete |  |  |  |  |
| Broussard and Associates | Architect | 389 Clovis Avenue | Clovis | 93612 | (559) 325-7284 |  |  | Terry Broussard |  |  |  |  |
| Brown \& Caldwell | Water | 3480 Buskirk Avenue | Pleasant Hill | 94523 | (510) 937-9010 |  |  | Lynn Hartford-President |  |  |  |  |
| Brown Buntin Associates | Noise | 406 W School Ave | Visalia | 93291 | (559) 627-4923 |  | (559) 627-6284 | Robert Brown |  |  |  |  |
| Bruce Hale Design | Architect | 1201 N W Blakely Court | Seattle WA | 98177 | (206) 440-9036 |  |  |  | Expired | 218/2018 |  |  |
| BSA Architects | Archtect | 350 Pacific Avenue, Suite 302 | San Francisco | 94111 | (415) 281-4721 |  | (415) 982-1551 | David Ross |  |  |  |  |
| BSK and Associates | Geotechnical | 567 W. Shaw Avenue, Suite B | Fresno | 93704 | (559) 497-2880 |  | (559) 497-2886 | Amer Hussain, Karen Kirk | Expired | 4/16/2018 |  |  |
| California Associates Labratories LLP | Geotechnical | 4124 W. Swift Avenue, Suite 107 | Fresno | 93722 | (559) 271-8769 |  | (559) 271-8742 | Todd Polvado |  |  |  |  |
| California Utility Consultants | Electrical Engineer | 456 Clovis Ave Suite 6 | Clovis | 93612 | (559) 261-9880 |  | (559) 297-4411 | Jerry | Expired | 3/10/2018 |  |  |
| Carollo Engineers | Wastewater | 7580 N. Ingram Ave, Suite 112 | Fresno | 93711 | (559) 436-6616 |  | (559) 436-1191 | Tim Loper |  |  |  |  |
| CEI Engineering Assoc., Inc. |  | 1044 E. Herndon Ave., Suite 108 | Fresno | 93720 | (559) 447-3119 |  | (559) 447-3129 | Barry Lindner |  |  |  |  |
| CH\&D Architects | Architect | 2120 20th Street | Sacramento | 95818 | (916) 446-7741 |  | (916) 446-0457 | Dennis Dong |  |  |  |  |
| Cole \& Russell Architects, Inc. | Architect | 600 Vine Street, Suite 202 | Cincinnati | 45202 | (513) 721-8080 |  | (513) 721-8181 | Zachary Zettler |  |  |  |  |
| Cornerstone Structural Engineering Group | Structural Engineer | 986 W. Alluvial Avenue, Suite 201 | Fresno | 93704 | (559) 320-3200 |  | (559) 320-3201 | Todd Goolkasian |  |  |  |  |
| Cotton/Bridges/Associates |  | 3840 Rosin Court, Suite 130 | Sacramento | 95834 | (916) 649-0196 |  | (916) 649-0197 | Randy M. Chafin, AICP |  |  |  |  |
| CSG Consultants |  | 21 Alisal St\#108 | Salinas | 93901 | (831) 769-9480 |  |  |  |  |  |  |  |
| Dale Rutherford Architecture | Architect | 333 W. Shaw Avenue, Suite 102 | Fresno | 93704 | (559) 229-6726 |  | (559) 229-3659 | Dale Rutherford |  |  |  |  |


| CITY OF CLOVIS FY 2019-2020 CONSULTANT LIST | EXPERTISE | ADDRESS | CITY | ZIP | PHONE | EXT | FAX | CONTACT | $\begin{aligned} & \text { Existing } \\ & \text { MSA } \end{aligned}$ | MSA <br> Expiration | Date Last Used | Date Added |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Danielian Associates |  | Sixty Corporate Park | Invine | 92606 | (949) 474-6030 |  | (949) 474-1422 | Arthur C. Danielian, FAIA |  |  |  |  |
| Derivi Construction Architecture | Architect | 924 N . Yosemite Street | Stockton | 95203 | (209) 462-2873 |  | (209) 462-8308 |  |  |  |  |  |
| DeWees Design | Architect | 58 Plaza Square, Studio $A$ | Orange | 92866 | (949) 246-2809 |  |  | Donnie DeWees |  |  |  |  |
| Dixon \& Associates Land Surveying | Surveying | 620 Dewitt Ave Suite 101 | Clovis | 93612 | (559) 297-4200 |  | (559) 297-4272 | Gary or Mark |  |  |  |  |
| DKS Associates | Transportation | 1956 Webster Street, Suite 300 | Oakland | 94612 | (510) 763-2061 |  |  | Warren Tighe, Frank Watanabe |  |  |  |  |
| Don Dommer Associates | Architect | 1144 65th Street, Suite G | Oakland | 94608 | (510) 655-7793 |  | (510) 655-7225 | Don Dommer |  |  |  |  |
| Donabedian Hannah Architecture | Architect | 5070 N. Sixth St., Suite 103 | Fresno | 93710 | (559) 230-0333 |  | (559) 230-0320 | Robert Donabedian, Dwight Hannah |  |  |  |  |
| Douglas "John" Johnson Land Surveying | Surveying | 4444 N. Dickenson | Fresno | 93704 | (559) 275-4900 |  | (559) 275-4991 | "John" Johnson |  |  |  |  |
| Electrical Power Systems | Electrical Engineer | 4049 N. Fresno Street | Fresno | 93726 | (559) 221-7230 |  | (559) 221-0507 | Gary R. Olsen |  |  |  |  |
| Engineering Designs |  | 5155 N. First Street | Fresno | 93710 | (559) 225-2525 |  | (559) 225-1248 | Hasan Mohammad |  |  |  |  |
| Environmental Science Associates | Geotechnical, Enviromental | 8950 Cal Center Drive, Suite 300 | Sacramento | 95826 | (916) 564-4500 |  | (916) 564-4501 | Matt Zidar |  |  |  |  |
| Geocon Consultants, Inc. | Geotechnical, Enviromental | 3160 Gold Valley Drive, Suite 800 | Rancho Cordova | 95742 | (916) 852-9118 |  | (916) 852-9132 | Kari R. Cook, Marketing Coordinator |  |  |  |  |
| Geo-Logic Associates | Civil Engineer | 143 E . Spring Hill Drive | Grass Valley | 95945 | (530) 272-2448 |  | (530) 272-8533 | Noah Campbell |  |  |  |  |
| Harbour \& Associates |  | 389 Clovis Avenue, Suite 300 | Clovis | 93612 | (559) 325-7676 |  | (559) 325-7699 | Stan Harbour | Expired | 3/29/2019 |  |  |
| Harris Construction | Structural Engineer | 5286 E. Home Avenue | Fresno | 93727 | (559) 251-0301 |  | (559) 251-8645 | Lance Elrod, Tim Marsh |  |  |  |  |
| HDR Engineering | Wastewater | 2365 Iron Point Road \#300 | Folsom | 95630 | (916) 817-4819 |  |  | Richard Stratton |  |  |  |  |
| Hilliard Architects, Inc. | Architect | 57 Post Street, Suite 512 | San Francisco | 94104 | (415) 989-1727 |  | (415) 989-3056 | Mike Hilliard |  |  |  |  |
| HLA Group, Landscape Architects \& Planners | Landscape Design | 1990 Third Street, Suite 500 | Sacramento | 95814 | (916) 447-7400 |  | (916) 447-8270 | John Nicolaus, Steven Canada, Robt Hablitzel |  |  |  |  |
| HydroScience Engineers, Inc. | Water | 3353 Bradshaw Road, Suite 218 | Sacramento | 95827 | (916) 364-1490 |  | (916) 364-1491 | George D. Harris, Sim Blake |  |  |  |  |
| Infrastructure Engineering Corporation | Planning | 14271 Danielson Street | Poway | 92064 | (858) 413-2400 |  | (858) 413-2440 | Preston "Skip" Lewis |  |  |  |  |
| Integrated Designs By Somam Inc | Architect | 6011 N. Fresno Street, Suite 130 | Fresno | 93710 | (559) 436-0881 |  | (559) 436-0887 | Peter Mogensen, Mark T. Oba |  |  |  |  |
| J. Dorbritz, A.I.A. |  | 800 Frenwood Pacific | Topanga | 90290 | (310) 455-1264 |  |  | Jan H. P. Dorgritz, Fred Hoffman |  |  |  |  |
| J.D. Walsh, Architecture \& Urban Devel. | Architect | 1945 Belding Dri ve | Palm Springs | 92262 | (760) 325-6100 |  |  | John Walsh, Architect-AIA, CDS |  |  |  |  |
| James Oakes | Architect | 191 W. Shaw Avenue, Suite 101 | Fresno | 93704 | (209) 229-7777 |  | (559) 229-9697 | James Oakes |  |  |  |  |
| JLB Traffic Engineering Inc | Traffic Engineer | 5928 E Kaviland | Fresno | 93727 | (559) 694-6000 |  |  | Jose Luis Benavides | Expired | 4/28/2018 |  |  |
| Johnson Architecture | Architect | 942 E . Olive Ave. | Fresno | 93728 | (559) 497-9620 |  | (559) 497-9812 | Christopher Johnson |  |  |  |  |
| Kenneth D. Schmidt \& Associates | Water | 600 W. Shaw Avenue, Suite 250 | Fresno | 93704 | (559) 224-4412 |  | (559) 224-4413 | Kenneth D. Schmidt |  |  |  |  |


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| Kittelson \& Associates |  | 1455 Response Road, Suite 120 | Sacramento | 95815 | (916) 649-9033 |  | (916) 649-9034 | Steve Brown |  |  |  |  |
| Kleinfelder | Geotechnical | 5125 N. Gates Avenue, Suite 102 | Fresno | 93706 | (559) 486-0750 |  | (559) 442-5081 | David L. Pearson |  |  |  |  |
| Krazan \& Associates | Geotechnical | 215 W. Dakota Avenue | Clovis | 93612 | (559) 348-2200 |  | (559) 348-2201 | Tom Krazan, Dean Alexander | Yes, <br> Active | 5/23/2020 |  |  |
| Lars Andersen \& Associates |  | 4694 W. Jacquelyn, Suite 119 | Fresno | 93722 | (559) 276-2790 |  | (559) 276-0850 | Scott A. Mommer, Art Lucas |  |  |  |  |
| Lee \& Ro, Inc. | Water | 11171 Sun Center Drive, Suite 210 | Rancho Cordova | 95670 | (916) 631-0111 |  | (916) 631-0292 | Donald R. Lee |  |  |  |  |
| Lore Engineering, Inc. | Civil Engineer | 620 Dewitt Ave Suite 101 | Fresno | 93612 | (559) 297-5200 |  | (559) 297-5205 | Hal Lore, PE |  |  |  |  |
| Mark Thomas \& Co Inc |  | 7571 N Remington Ave, Suite 102 | Fresno | 93711 | (559) 447-1983 |  | (559) 447-1983 |  |  |  |  |  |
| Marks Bloxom Architects | Architect | 555 W. Shaw Ave Suite B7 | Fresno | 93704 | (559) 226-6626 |  | (559) 226-6658 | Steve Bloxom |  |  |  |  |
| McPheeters \& Associates | Surveying | 1486 Tollhouse Rd. | Clovis | 93611 | (559) 299-9098 |  | (559) 299-9091 | Bill Anderson | Yes, Active | 10/20/2020 |  |  |
| Michael K. Nunley \& Associates, Inc |  | 8405 N Fresno St, Suite 120 | Fresno | 93720 | (559) 500-4750 | 1104 |  | Kevin Norgaard |  |  |  |  |
| Michael Sutherland \& Associates | Civil Engineer, Surveying | 36691 Avenue 12 | Madera | 93638 | (559) 447-5815 |  | (559) 645-0241 |  |  |  |  |  |
| Mid-Valley Engineering |  | 5635 N. Figarden Drive, Suite 107 | Fresno | 93720 | (559) 498-3911 |  | (559) 320-0803 | Sean Tobin |  |  |  |  |
| MIG |  | 800 Hearst Avenue | Berkeley | 94710 | (510) 845-7549 |  |  | Hildegard Dodd |  |  |  |  |
| Miyamoto International, Inc. | Structural Engineer | 1450 Halyard Drive, Suite One | West Sacramento | 95691 | (916) 373-1995 |  | (916) 373-1466 | JoAnn K. Moffett, Senior Assoc. |  |  |  |  |
| Moore Twining Labs, Inc. | Geotechnical | 2527 Fresno St. | Fresno | 93721 | (559) 268-7021 |  | (559) 268-7126 | Bob Singley | Yes, <br> Active | 2/18/2021 |  |  |
| Morton \& Pitalo Inc |  | 75 Iron Point Circle \#120 | Folsom | 95630 | (916) 984-7621 |  | (916) 984-9617 |  |  |  |  |  |
| MWM Architects, Inc. | Architect | 2333 Harrison Street | Oakland | 94612 | (510) 832-5242 |  | (510) 832-3022 | Alexander Wu |  |  |  |  |
| Nichols Consulting Engineers | Transportation | 1101 Pacific Avenue, Suite 300 | Santa Cruz | 95060 | (831) 469-4823 |  |  |  |  |  |  |  |
| Nichols Consulting Engineers, Chtd. | Environmental | 8795 Folsom Blva., Suite 250 | Sacramento | 95826 | (916) 388-5655 |  | (916) 388-5676 |  |  |  |  |  |
| Nichols Consulting Engineers, Chtd. | Environmental | 501 Canal Blva., Suite C | Richmond | 94804 | (510) 215-3620 |  | (510) 215-2898 | Tracy Bartlett, Busn. Devel. Coordin. |  |  |  |  |
| Ninyo \& Moore | Architect | 675 Hegenberger Road, Suite 220 | Oakland | 94621 | (510) 633-5640 |  | (510) 633-5646 | Jane Caffey |  |  |  |  |
| Northstar Engineering Group |  | 909 14th Street | Modesto | 95354 | (209) 524-3525 |  | (209) 524-3526 | Jeff Black, P.E. |  |  |  |  |
| NV5 | Water | 1215 West Center Street, Suite 201 | Manteca | 95337 | (209) 239-9080 |  | (209) 239-4166 | Reid Johnson, P.E. |  |  |  |  |
| O'Dell Engineering | Civil Engineer | 1165 Scenic Drive, Suite A | Modesto | 95350 | (209) 571-1765 |  | (209) 571-2466 | Chad Kennedy, Associate ASLA |  |  |  |  |
| Peters Engineering |  | 952 Pollasky Ave. | Clovis | 93612 | (559) 299-1544 |  | (559) 299-1722 | John Rowland | Expired | 5/25/2017 |  |  |
| Precision Civil Engineering | Civil Engineer | 1234 O Street | Fresno | 93722 | (559)449-4500 |  | (559) 449-4515 | Ed Dunkel Jr |  |  |  |  |
| Provost and Pritchard, Inc. |  | 2505 Alluvial Ave. | Clovis | 93611 | (559) 326-1100 |  | (559) 326-1090 | James R. Provost |  |  |  |  |


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| Quad-Knopf Engineering, Inc. |  | 6051 North Fresno Street, Suite 20 | Fresno | 93710 | (559) 449-2400 |  | (559) 435-2905 | Ron Wathen, PE |  |  |  |  |
| R.W. Greenwood and Associates |  | 2558 E. Olive Avenue | Fresno | 93701 | (559) 268-7831 |  | (559) 268-3120 | Ron, Mark, \& Matthew Greenwood |  |  |  |  |
| Rincon Consultants Inc | Geotechnical | 1530 Montery St Suite D | San Luis Obispo | 93401 | (805) 547-0900 |  |  | Carie Wingert |  |  |  |  |
| RMA GeoScience | Geotechnical | 3897 N Ann Ave | Fresno | 93727 | (559)-708-8865 |  |  | George Hattrup | Yes, Active | 4/4/2021 |  |  |
| Robert Boro \& Associates | Lanscape Design | P.O. Box 4734 | Fresno | 93744 | (559) 266-4367 |  | (559) 266-3005 | Roberet Boro, Rich Vaillancour |  |  |  |  |
| RRM Design Group | Architect | 210 East F S Sreet | Oakdale | 95361 | (209) 847-1794 |  | (209) 847-2511 | Kirk Van Cleave |  |  |  |  |
| RRM Design Group | Architect | 3765 S. Higuera Street, Suite 102 | San Luis Obispo | 93401 | (805) 543-1794 |  | (805) 543-4609 | Audry Jersin |  |  |  |  |
| Safety Network | Traffic Engineer | 2310 Larkin | Fresno | 93727 | (559) 291-8054 |  |  | Rick Rose | Expired | 3/4/2018 |  |  |
| Salem Engineering Group | Geothechnical | 4729 W. Jacquelyn Avenue | Fresno | 93722 | (559) 271-9700 |  | (559) $275-0827$ | Joshua Rhodes |  |  |  |  |
| Santina \& Thompson |  | 1355 Willow Way, Suite 280 | Concord | 94520 | (510) 827-3200 |  |  | Bill Silva, Peter Santina, Michael Middleton |  |  |  |  |
| Sasaki Associates, Inc. | Architect | 900 N. Point Street, Suite B300 | San Francisco | 94109 | (415) 776-7272 |  |  | Owen Lang |  |  |  |  |
| Schricker Engineering Group inc |  | 2550 Walsh Ave Suite 120 | Santa Clara | 95051 | (408) 260-8008 |  |  | Louis Leos |  |  |  |  |
| SCS Engineers | Environmental | 3117 Fite Circle Suite 108 | Sacramento | 95827 | (916) 361-1297 |  | (916) 361-1299 | Michael O'Connor |  |  |  |  |
| See's Consulting \& Technical (mail only) | Geotechnical | P. O. Box 28246 | Fresno | 93729 | (559) 435-3444 |  |  | David See | Expired | 4/28/2018 |  |  |
| Sigfried Engineering, Inc. | Civil Engineer | 4045 Coronado Avenue | Stockton | 95204 | (209) 943-2021 |  | (209) 942-0214 | Paul J. Schneider, P.E. |  |  |  |  |
| Technicon Engineering Services | Geotechnical, Enviromental | 4539 N. Brawley Avenue, \# 108 | Fresno | 93722 | (559) 276-9311 |  | (559) 276-9344 | Darrin Williams, Kent S. Baucher | Expired | 4/26/2018 |  |  |
| The Beals Group | Architect | \#2 N. Market Street | San Jose | 95113 | (408) 287-4202 |  |  | William or Jay Beals |  |  |  |  |
| The Taylor Group Architects | Architect | 10 River Park East, Suite 104 | Fresno | 93720 | (559) 433-3000 |  | (559) 433-3010 | Russell F. Taylor |  |  |  |  |
| TJKM Transportation Consultants | Traffic Engineer | 4234 Hacienda Drive, Suite 101 | Pleasanton | 94588 | (925) 463-0611 |  |  | Chris D. Kinzel, Gary Kruger |  |  |  |  |
| Transportation Planning Group | Traffic Engineer | 222 N. Garden, Suite 100 | Visalia | 93291 | (559) 739-8072 |  | (559) 739-8377 | Charles Clouse, Frank Kuklinski |  |  |  |  |
| Triad Architecture \& Planning Assoc. | Architect | 516 W. Shaw Ave., Suite 206 | Fresno | 93704 | (559) 221-6063 |  | (559) 221-6976 | James L. Schaffer |  |  |  |  |
| Tri-City Engineering |  | 4630 W. Jennifer, Suite 101 | Fresno | 93722 | (559) 447-9075 |  | (559) 447-9074 | Oscar M. Ramirez, Chris H. Robles |  |  |  |  |
| Trinity Engineering Labs |  | 1187 N Willow \#105 PMB 20 | Clovis | 93611 | 559-292-2188 |  | (559) 292-2189 | Mark Horn | Expired | 2/28/2019 |  |  |
| Vector Engineering |  | 12438 Loma Rica Road, Suite C | Grass Valley | 95945 | (916) 272-2448 |  |  |  |  |  |  |  |
| Vermelfoort Architects | Architect | 8525 N Cedar \#106 | Fresno | 93720 | 559-432-6744 |  | (559) 432-6745 | Robert Vermeltfoort |  |  |  |  |
| VRPA Technologies (DBE) | Traffic Engineer, Enviromental | 4630 W Jennifer | Fresno | 93722 | (559) 271-1200 |  | (559) 271-1269 | Georgiena Vivian, President |  |  |  |  |
| Wald, Ruhnke \& Dost Architects, LLP | Architect | 330 Fifth Street, Suite C | Clovis | 93612 | (559) 325-2038 |  | (559) 325-7391 | Judith A. Boling |  |  |  |  |


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| West Coast Land Surveying | Surveying | 704 Loyola | Clovis |  |  |  |  |  |  |  |  |  |
| West Yost Assoc | Wastewater | 2020 Research Park Dr \#100 | Davis | 95618 | (530) 756-5905 |  | (530) 756-5991 | John Goodwin |  |  |  |  |
| Willdan Associates |  | 2495 Natomas Park Drive, Suite 550 | Sacramento | 95833 | (916) 924-7000 |  | (916) 460-8558 | Philip O. Carter, R. Dennis Delzeit |  |  |  |  |
| Willdan Serving Public Agencies | Enviromental | 2014 Tulare Street, Suite 515 | Fresno | 93721 | (559) 443-5290 |  | (559) 485-8048 | Douglas Wilson, P.E. |  |  |  |  |
| Wilson \& Associates | assm't | 4221 W. Sierra Madre, Suite 201 | Fresno | 93722 |  |  |  | Ed Wilson |  |  |  |  |
| WLC | Architect | 10470 Foothill Blvd. Virginia Dart Tower | Rancho Cucamonga | 91730 | (909) 987-0909 |  | (909) 980-9980 | Larry Woiff |  |  |  |  |
| Wood Architects |  | 5761 Stoddard Road | Modesto | 95356 | (209) 545-7700 |  | (209) 545-7710 | Larry Wood |  |  |  |  |
| Yamabe and Horn Engineering, Inc. |  | 2985 N. Burl Ave., Suite 101 | Fresno | 93727 | (559) 244-3123 |  | (559) 244-3120 | Ronald S. Yamabe, Gary D. Horn |  |  |  |  |
| Fehr \& Peers | Transportation | 2990 Lava Ridge Court \#200 | Roseville | 95661 | (916) 773-1900 |  |  | Jeffrey Clark |  |  |  |  |

# CITY of CLOVIS 

REPORTTOTHECITYCOUNCIL

TO: Mayor and City Council
FROM: Planning and Development Services
DATE: June 17, 2019
SUBJECT: Consider items associated with approximately 35.43 acres of property located at the southeast corner of Bullard and Leonard Avenues. Las Brisas Builders, Inc., owners; WCP Developers, LLC., applicant/representative.
a. Consider Approval, Res. 19- $\qquad$ , CUP2017-10A2, A request to approve a conditional use permit amendment for the increase in lots, revise house plans, and a revision in circulation, for a 249 -lot single-family Planned Residential Development with public and private streets, gated entry, reduced setbacks, reduced lot widths, and increased lot coverage.
b. Consider Approval, Res. 19- $\qquad$ , TM6186A, A request to amend an approved vesting tentative tract map, increasing the lot count from 229-lots to 249-lots, for a single-family residential subdivision.

ATTACHMENTS: 1. Conditions of Approval
2. Draft Resolutions
3. Correspondence from Agencies
4. Existing Site Plan
5. Revised Site Plan
6. Floor Plans and Elevations
7. Correspondence in Opposition
8. Planning Commission Minutes

## CONFLICT OF INTEREST

None

## RECOMMENDATION

Staff recommends:

- Approval of Conditional Use Permit CUP2017-10A2, subject to the conditions of approval listed as Attachment 1; and
- Approval Tentative Map TM6186A, subject to the conditions of approval listed as Attachment 1.

The Planning Commission recommends the City Council deny Conditional Use Permit CUP2017-10A2 and Tentative Map Amendment TM16186A.

## EXECUTIVE SUMMARY

The staff report subject line for the Project states that the applicant proposes a 249-lot, planned residential development with gates and private streets. Based on staff recommendations, Planning Commission comments, and a recent neighborhood meeting, the project has evolved. The current proposal includes a 229-lot planned residential development with public streets, sidewalks on both sides and public open space amenities. The Planning Commission had considered most of these changes and also discussed some options which included reducing the lot count back to the approved number. Since the Planning Commission considered all of the proposed changes, there was no requirement to send the Project back for their review.

The applicant is requesting an amendment to the previously approved Tentative Tract Map TM6186, located at the southeast corner of Bullard and Leonard Avenues. The applicant's request would include removing the entry gates, modification from private to public streets, providing sidewalks on both sides, providing public access on the east, modification from private open space to public parks, and a revision to the approved house plans. Approval of this Project would allow the developer to continue processing development drawings.

## BACKGROUND

- General Plan Designation:
- Specific Plan Designation:
- Existing Zoning:
- Lot Size:
- Current Land Use:
- Adjacent Land Uses:
- North:
- South:
- East:
- West:
- Previous Entitlements:

Medium Density Residential (7.1 to 15.0 DU/Ac)
Loma Vista Specific Plan (Medium Density Res)
R -1 (Single Family Residential)
Approximately 35.43 Acres
Vacant (Approved Tentative Map TM6186)
Agriculture \& Rural Residential
Single-Family Residential
Single-Family Residential
Rural Residential
GPA2017-05 (Low Res. to Medium Res.)

$$
\begin{aligned}
& \text { CUP2013-03 (229-lot PRD) } \\
& \text { CUP2017-10A (modification to setbacks) } \\
& \text { TM6186 (229-lot Single-family subdivision } \\
& \text { TM6186A (modification to setbacks) } \\
& \text { R2014-14 (County AE-20 to R-1) }
\end{aligned}
$$

On December 11, 2017, the City Council considered a 249-lot single-family planned residential development on the subject site which included public and private streets and an open space area. The City Council continued the Project to allow the developer (Las Brisas Builders, Inc. at that time) to meet with area property owners to address concerns. In January 2018, the City Council considered a revised map for the 229-iot single-family planned residentiai deveiopment on the subject site. The City Council voted to approve General Plan Amendment GPA2017-05 and associated entitlements for the Project on January 16, 2018.

On October 1, 2018, WCP Developers, LLC., submitted an application to amend the conditional use permit to amend the side yard setback requirements. The City Council voted to approve Conditional Use Permit CUP2017-10A on November 13, 2018.

On May 23, 2019, the Planning Commission considered a revised tentative map proposal that modified circulation, increased the lot count from 229 to 249 lots, and provided an additional access point on the east boundary of the development. The Planning Commission denied the applicant's project, citing that the applicant should have reached out to affected homeowners, specifically since the previously approved 229 lots were part of a concession from the previous owner that was approved by the City Council at the January 16, 2018 public hearing.

## PROPOSAL AND ANALYSIS

The applicant is requesting a modification to approved Tentative Tract Map TM6186. The Council previously approved the gated private/public street development with 229 lots based on discussion and concern from area property owners. At that time, Las Brisas Builders, Inc. (Granville Homes) was the applicant. WCP Developers, LLC., has since taken over the properties and is requesting an amendment to accommodate their homes.

The applicant's proposal was presented to the Planning Commission on May 23, 2019. Initially the Project included an increase to the 229-lot tentative map for a total of 249 lots. The applicant, after receiving a denial of the amendment to increase the lot count, has revised the Project, still seeking to convert the approved tentative map to a non-gated, Planned Residential Development (PRD) utilizing public streets. Additionally, the applicant's proposal includes a modification to circulation within the development and is revising the house plan models. Lastly, the applicant feels that in order to appease concerned area property owners and address those concerns expressed by the Planning Commission, the applicant has reduced the proposed lot count to the originally approved 229 lots.

## Previous Outreach and Modifications

Subsequent to the December 11, 2017 City Council public hearing, the Las Brisas Builders, Inc., met with area property owners in trying to work out solutions that were expressed in previous neighborhood and City Council meetings. During the course of the Project's review, the applicant agreed to the following concessions in order to address public and Council concern:

- A reduction in the total lot count from 249 to 229 lots;
- An increase in the depth of the lots backing onto Leonard increased by 7 feet;
- A proposal to restrict proposed lots 121 through 124 (east side of Project) to a single story restriction;
- A reduction in density from 6.78 DU/AC to a revised density of 6.46 DU/AC.


## Neighborhood Meeting-June 4, 2019

At the May 23, 2019 public hearing, the Planning Commission expressed strong concern with the applicant's lack of outreach to area property owners, subsequently denying the Project. After the Planning Commission's denial, the applicant realized in hindsight that there should have been proper outreach conducted. The applicant notified staff of a scheduled neighborhood meeting it would be facilitating prior to the June 17, 2019, City Council public hearing. City staff, the applicant and approximately 11 residents attended an outreach meeting held at the Clovis Veteran's Memorial District facility on June 4, 2019. The applicant, aware that area property owners were adamantly opposed to increasing the lot count by 20 lots, presented those in attendance with a revised exhibit that included the originally approved 229 lots. Neighbors expressed gratitude to the applicant for reverting the Project back to the 229 lot count.

Area property owners still expressed their concern with two areas of the Project; the conversion of the eastern outlot (Roberts Avenue stub street) to a public street; and the condition that only four homes on the east side of the development were conditioned with a single-story limitation adjacent to their homes.

## Change in Ownership and Application

The Project was initially approved under General Plan Amendment GPA2017-05, and associated entitlement applications submitted by Las Brisas Builders, Inc. on January 16, 2018. At the time of approval, the subject property was under the ownership of Grantor Real Estate Investments, LLC and C\&A Farms, LLC, respectively. Ownership was then transferred to Las Brisas Builders, Inc. Las Brisas Builders, Inc, has provided staff with a Letter of Authorization granting the applicant, WCP Developers, LLC., Authorization and Agency to submit revised entitlements related to the Project.

The revised request, submitted by WCP Developers, LLC., includes modifications to the approved Project that requires an amendment to this conditional use permit and tentative map.

With exception to the number of lots, conversion to a public street system, and the modification to the circulation of the site, the applicant has indicated that the map remains essentially the same; conforming to the single-story requirement on specific lots on the east side of the Project; maintaining the increased lot depth adjacent to Leonard Avenue; and maintaining a lot density that does not exceed 7.0 DU/AC. The applicant has indicated that the map is in substantial conformance with the General Plan.

## Conditional Use Permit

The applicant is requesting a conditional use permit amendment for a 229-lot PRD. The Development Code allows PRD's within any zone district subject to a conditional use permit (also referred to as a planned residential development permit). The Code permits PRD's to encourage innovative developments that may otherwise be difficult to accomplish with a standard zone district.

Vesting Tentative Map TM6186, was approved as a gated PRD utilizing private and public streets. The applicant has revised the Project, converting the development to a non-gated planned unit development utilizing public streets.

## Density

The site is designated at Medium Density Residential providing for 4.1 to 7.0 dwelling units per acre. The Project includes 229 single-family units on approximately 35.43 acres for a total density at 6.41 dwelling units per acre. The request would decrease the density .07 dwelling units per acre from the previously approved vesting tentative map. There is no conflict with the Housing Element and the applicant's Project remains under the Density of the General Plan designation.

## Buildings and Floor Plans

The applicant is proposing to replace the previously approved models with eleven models for this development. The models include two (2) single-story and nine (9) two-story homes. Plan 1 (small lot plan), is a single-story option that will provide a one-car garage and the remaining plans provide a minimum two-car garage.

## Amenities

Amenities are required for this residential development, therefore the applicant will be providing two public park areas (Outlot "A" and "C"), as well as open space along the Enterprise Trail. The Enterprise Trail was originally designed to run parallel along the south side of the channel. Due to right of way constraints on the south side of the canal, the alignment of the trail moves to the north side of the canal via a pedestrian bridge, providing the subdivision direct access to the trail system. This also provided opportunity for an open space area within the Project
adjacent to the trail connecting to Outlot "C". Specific details of the open space and trail will be reviewed during the residential plan review process.

## Vesting Tentative Map

The project includes Vesting Tentative Tract Map TM6186A. The map includes 229 lots and is consistent with the requirements of the Subdivision Map Act. The proposed amendment does not increase the lot count but does modify circulation within the Project but generally maintains a similar circulation configuration utilizing the previously approved access points at Bullard and Leonard Avenues and the south boundary. The modification to the circulation moves the Leonard Avenue access north approximately 200 feet. The Council may recall that there was discussion during the original map regarding the potential for headlights hitting the home on the west side of Leonard Avenue as vehicles leave the subdivision. The applicant's modification would reduce the impacts by moving the Leonard Avenue drive north, across from a vacant area of the home site. Additionally, the applicant is seeking approval to utilize Outlot "E" on the east side of the map at Roberts Avenue, for a complete street system throughout the development.

## Trails and Pedestrian Connectivity

The Loma Vista Specific Plan does not identify a paseo system at this location. However, the specific plan identifies a parkway/trail system and bicycle trail along the Enterprise Canal in addition to a pedestrian bridge crossing. The Project, if approved, requires pedestrian connectivity from the south side of the Enterprise Canal trail system to the collector streets at Bullard and Leonard Avenues. The applicant will be required to construct the pedestrian bridge across the Enterprise Canal generally in the area behind proposed Outlot "C," providing connection to the development and a view to the bridge.

Three major irrigation canals-Friant-Kern Canal, Enterprise Canal, and Gould Canal—run through the City. While artificial waterways such as canals are typically not claimed by the agencies, these canals are connected on both ends to Waters of the U.S. and, thus, have been claimed as jurisdictional by the United States Army Corp of Engineers (USACE). The jurisdictional status of other minor canals, while likely not jurisdictional, would have to be determined on a case by case basis. The applicant shall comply with this condition in accordance with the various agency requirements.

## Circulation and Lot Sizes

Tentative Map TM6186 provided three entry points on the Project boundaries (Figure 1). Tentative Map TM6186A (Figure 2) amends the circulation, adding the eastern access point that connects the neighborhood to the east. The circulation and lotting pattern proposed at the north segment of the Project, has no change to the circulation. Staff feels that the proposed change to the overall circulation system will provide a more efficient design and benefit the entire quarter-section.

## Streets and Sidewalks

The Project initially provided 42 to 46 -foot private streets with sidewalks on one side within the development. The applicant's alteration now modifies the development to utilize all public streets with a 48 -foot street width and sidewalks on both sides. A condition of approval has been included requiring sidewalks on both side of the streets.

Lot sizes within the Project range, with an average lot size of 4,044 square feet in comparison to the previously approved lot average of 4,032 square feet.


TM6186- Figure 1
The applicant has redesigned the Project, indicating that the revised tentative map addresses prior concerns inclusive of realignment of the proposed public street fronting the Enterprise Canal, thus eliminating potential glare from streetlights heading towards the intersection. Additionally, the applicant has revised the Leonard Avenue access point, shifting it further north (200'), which the applicant indicates would further avoid having vehicle headlights shining onto the property to the west. Additionally, revision to the Leonard Avenue access provides
additional sight distance to the crossing of the Enterprise Canal, which in turn increases vehicular safety.

Reconfiguration of the Enterprise Canal frontage street has allowed the applicant to provide additional open space area at the south end of the Project. The applicant states that inclusion of additional park space to the trail system will greatly enhance the community trail system with an additional park adjacent to the trail system. Overall, the applicant's Project would provide two public parks within Outlots "A" and "C."


[^1]The applicant has indicated that the Project has similar density to existing development to the west and that the Project conforms to area zoning. The applicant has also stated that since the amended map is substantially consistent with the previous tentative map, any concerns could be addressed at the City Council public hearing.

## Public Comments

A public notice was sent to area residents within 600 feet of the property boundaries. Staff has received comments which are a part of this staff report (ATTACHMENT 7).

## Consistency with General Plan Goals and Policies

Staff has evaluated the Project in light of the General Plan Land Use goals and policies. The following goals and policies reflect Clovis' desire to maintain Clovis' addition of responsible planning and well managed growth to preserve the quality of life in existing neighborhoods and ensure the development of new neighborhoods with an equal quality of life. The goals and policies seek to foster more compact development patterns that can reduce the number, length, and duration of auto trips.

Goal 5: A city with housing, employment, and lifestyle opportunities for all ages and incomes of residents.

Policy 5.1 Housing variety in developments. The Clovis General Plan has been planned to provide a variety of housing product types suitable to each stage of a person's life. Each development should contribute to a diversity of housing sizes and types within the standards appropriate to the land use designation. This policy does not apply to projects smaller than five acres.

Policy 5.2 Ownership and rental. Encourage a mixture of both ownership and rental options to meet varied preferences and income affordability needs.

Policy 5.6 Workforce housing. Encourage the development of workforce housing that serves the needs of those working in Clovis

Goal 6: A city that grows and develops in a manner that implements its vision, sustains the integrity of its guiding principles, and requires few and infrequent amendments to the General plan.

Policy 6.2 Smart growth. The City is committed to the following smart growth goals.

- Create a range of housing opportunities and choices
- Create walkable neighborhoods
- Encourage community and stakeholder collaboration
- Foster distinctive, attractive communities with a strong sense of place
- Make development decisions predictable, fair, and cost-effective
- Mix land uses
- Preserve open space, farmland, natural beauty, and critical environmental areas
- Provide a variety of transportation choices
- Strengthen and direct development toward existing communities
- Take advantage of compact building design
- Enhance the economic vitality of the region
- Support actions that encourage environmental resource management


## California Environmental Quality Act (CEQA)

This project is in substantial conformance with the environmental analysis performed for GPA2017-05, CUP2017-10, CUP2017-10A and TM6186. No major revisions will be required with the adopted Mitigated Negative Declaration to accommodate the proposed project; therefore, subject to CEQA Sections 15162 and 15182 no further environmental review is required for this project.

The City published notice of this public hearing in The Business Journal on Wednesday, June 5, 2019.

## FISCAL IMPACT

## None

## REASON FOR RECOMMENDATION

The proposed conditional use permit amendment and tentative tract map are consistent with the goals and policies of the General Plan, Loma Vista Specific Plan and Development Code. Staff therefore recommends that the Planning Commission approve CUP2017-10A and TM6186A, subject to the conditions of approval attached as Attachment 1.

The findings to consider when making a decision on a conditional use permit amendment application include:

1. The planned development permit would:
a. Be allowed within the subject base zoning district;
b. Be consistent with the purpose, intent, goals, policies, actions, and land use designations of the General Plan and any applicable specific plan;
c. Be generally in compliance with all of the applicable provisions of this Development Code relating to both on- and off-site improvements that are necessary to accommodate flexibility in site planning and property development and to carry out the purpose, intent, and requirements of this chapter and the subject base zoning
district, including prescribed development standards and applicable design guidelines; and
d. Ensure compatibility of property uses within the zoning district and general neighborhood of the proposed development.
2. The proposed project would produce a comprehensive development of superior quality (e.g., appropriate variety of structure placement and orientation opportunities, appropriate mix of structure sizes, high quality architectural design, increased amounts of landscaping and open space, improved solutions to the design and placement of parking facilities, incorporation of a program of enhanced amenities, etc.) than which might otherwise occur from more traditional development applications;
3. Proper standards and conditions have been imposed to ensure the protection of the public health, safety, and welfare;
4. Proper on-site traffic circulation and control is designed into the development to ensure protection for fire suppression and police surveillance equal to or better than what would normally be created by compliance with the minimum setback and parcel width standards identified in Division 2 of this title (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards);
5. The subject parcel is adequate in terms of size, shape, topography, and circumstances to accommodate the proposed development;
6. The design, location, operating characteristics, and size of the proposed development would be compatible with the existing and future land uses in the vicinity, in terms of aesthetic values, character, scale, and view protection. (§ 2, Ord. 14-13, eff. October 8, 2014); and
7. The City Council does find the project in substantial conformance with the environmental analysis performed for GPA2017-05, CUP2017-10 and TM6186.

## ACTIONS FOLLOWING APPROVAL

None

Prepared by: Orlando Ramirez, Deputy City Planner

Submitted by:



## ATTACHMENT 1 <br> Conditions of Approval - CUP2017-10A2 and TM6186A

## Planning Division Conditions

(Orlando Ramirez, Division Representative - (559) 324-2345)

1. All conditions of GPA2017-05, CUP2017-10, CUP2017-10A, TM6186, and any other applicable conditions are hereby referred to and made a part of this conditional use permit and vesting tentative map.
2. Development of the single-family planned residential development shall be consistent with the General Plan, Medium Density Designation (4.1 to 7.0 DU/AC).
3. Approval of Conditional Use Permit CUP2017-10A2 and Vesting Tentative Tract Map TM6186A, are granted subject to a common set of conditions for both applications. As such, any modifications by the City Council of the conditions for CUP2017-A2 shall automatically amend the conditions of TM6186A.
4. Maximum lot coverage is $60 \%$ for Vesting Tentative Tract Map TM6186A.
5. Setbacks shall be measured to the exterior face of the framing of the structure. Exceptions to the setbacks are identified in §9.24.100, of the Clovis Development Code.
6. Applicant shall provide a minimum of a 20 -foot setback from garage wall to sidewalk, or shall provide a modified meandering sidewalk that allows for a 20 -foot driveway length.
7. Waste toters shall be stored in the back or side yard behind the fence or gate.
8. The map is approved with public streets, therefore entry gates shall not be permitted.
9. The developer shall provide a masonry wall adjacent to open space, trails, major streets, entry roads, and property lines adjacent to Landscape Maintenance District (LMD) maintained areas.
10. Loma Vista branding shall utilized in and around the tract including theme lighting along the streets and trails, wall tiles at subdivision and trail entries, concrete stamps on the trail, and park furniture. Specific details will be reviewed during the residential site plan review.

Fire Department Conditions
(Gary Sawhill, Department Representative - 559-324-2224)

## Roads / Access

11. Street Width: Fire apparatus access width shall be determined by measuring from "base of curb" to "base of curb" for roadways that have curbs. When roadways do not
have curbs, the measurements shall be from the edge of the roadway surface (approved all weather surface).
12. Street Width for Single Family Residences: Shall comply with Clovis Fire Standard荎1.1
13. Street Width for Single Family Residences: Minimum Access Road Width of 36 feet for Single Family Residences. Roads 36 feet or wider allow for Parking on both sides of street.
14. Turning Radius: All access way roads constructed shall be designed with a minimum outside turning radius of forty-five feet (45')
15. Temporary Street Signs: The applicant shall install temporary street signs that meet City Temporary Street Sign Standard \#1.9 prior to issuance of building permits within a subdivision.
16. All Weather Access \&Water Supply: The applicant shall provide all weather access to the site during all phases of construction to the satisfaction of the approved Clovis Fire Department Standard \#1.2 or \#1.3.
17. Two Points of Access: Any development to this parcel will require a minimum of two (2) points of access to be reviewed and approved by the Clovis Fire Department. All required access drives shall remain accessible during all phases of construction which includes paving, concrete work, underground work, landscaping, perimeter walls.

## Water Systems

18. Residential Fire Hydrant: The applicant shall install ten (10), $41 / 2 " \times 21 / 2$ " approved Residential Type fire hydrant(s) and "Blue Dot" hydrant locators, paint fire hydrant(s) yellow with blue top and caps, and paint the curb red as specified by the adopted Clovis Fire Department Standard $\# 1.4$. Plans shall be submitted to the Clovis Fire Department for review and approval prior to installation. The hydrant(s) shall be charged and in operation prior to any framing or combustible material being brought onto the site. Hydrants curb markings and blue dots to be completed prior to occupancy of any homes.
19. Looped Water Main: The applicant shall install approved looped water main capable of the necessary flow of water for adequate fire protection and approved by the Clovis Fire Department

## Fire Department Operational Impacts

20. For an unknown period of time the development will not meet the City of Clovis Fire Department travel time response standard of four (4) minutes. It is unknown how long this project or development will have extended response time for both first in fire unit and effective response force (ERF).
21. The City of Clovis Fire Department in its Standard of Cover has an adopted response time standard for the first in fire unit total response time for medical emergencies to be under six minutes and thirty seconds (6:30) and for fire responses to be under seven minutes ( $7: 00$ ). This equates for both types of emergency situations a required travel time of under four (4) minutes for the first in responding fire unit.
22. This adopted standard is derived from many factors and industry standards, but two are the main factors; during medical emergencies where a patient has lost circulation, irreversible brain damage begins to set in around four (4) to six (6) minutes and during a fire, growth of the fire and its associated toxic byproducts will overwhelm occupants and extend beyond the room of origin within six (6) to ten (10) minutes. All structures within this proposed development will be equipped with fire protection systems, but these do not cover the entire structure and still pose a fire and life safety threat to all occupants. By maintaining this response time standard it enables the Fire Department to reduce the impacts of fire damage and improve life safety outcomes.
23. This emergency response travel time deficiency will only occur until a fire station is built and staffed within the service area. This normally occurs when complete build out reaches greater than $50 \%$. Until then, the projects and developments within this service area are served by fire units located at fire stations which have a greater than four (4) minutes of travel time.

## Fresno Ilrigation District Conditions

(Jeremy Landrith, Department Representative - 559-233-7161)
24. The Applicant shall refer to the attached Fresno Irrigation District correspondence. If the list is not attached, please contact the District for the list of requirements.

## Fresno Metropolitan Flood Control District Conditions

 (Robert Villalobos, FMFCD Representative -559-456-3292)25. Applicant shall comply with the requirements of the FMFCD.

## County of Fresno Health Department Conditions

(Kevin Tsuda, County of Fresno Health Department Representative - 559-600-3271)
26. The Applicant shall refer to the attached Fresno County Health Department correspondence. If the list is not attached, please contact the District for the list of requirements.

## Engineering Division Conditions

(Sean Smith, Division Representative - 559-324-2363)
(Paul Armendariz, Public Utilities Representative - 559-324-2649)

## Maps and Plans

27. The applicant shall have a final tract map prepared, in the form prescribed by the Subdivision Map Act and City of Clovis Municipal Code. The final tract map shall be submitted to the City of Clovis Engineering Division, and should include, but not be limited to, final tract map, the current filing fee, closure calculations, current preliminary title report, legal descriptions and drawings of required dedications.
28. The applicant shall submit separately to the City of Clovis Engineering Division, a set of construction plans on $24^{\prime \prime} \times 36$ " sheets with City standard title block for all required improvements and a current preliminary title report. These plans shall be prepared by a registered civil engineer, and shall include a grading plan, landscape plan, a site plan showing trash enclosure locations and an overall site utility plan showing locations and sizes of sewer, water, storm drain, and irrigation mains, laterals, manholes, meters, valves, hydrants, fire sprinkler services, other facilities, etc. Plan check and inspection fees per City of Clovis Resolution No. 18-61 shall be paid with the first submittal of said plans. All plans shall be submitted at or before the time the building plans are submitted to the Building Division and shall be approved by the City and all other involved agencies prior to the release of any development permits.
29. Prior to the initial submittal of the improvement plans, the applicant shall contact Sean Smith at (559) 324-2363 to setup a coordination meeting (Pre-submittal Meeting).
30. Upon approval of improvement plans, the applicant shall provide the City with the appropriate number of copies. After all improvements have been constructed and accepted by the City, the applicant shall submit to the City of Clovis Engineering Division (1) digital copy to the City in PDF format of the approved set of construction plans revised to accurately reflect all field conditions and revisions and marked "AS-BUILT" for review and approval. Upon approval of the AS-BUILTs by the City, and prior to granting of final occupancy or final acceptance, the applicant shall provide (1) digital copy to the City in PDF format.

## General Provisions

31. The applicant shall pay all applicable development fees at the rate in effect at the time of payment and prior to final map approval by Council or have the fees payable directly to the City through a separate escrow account at the time of recordation of the map.
32. The applicant is advised that, pursuant to California Government Code, Section 66020, any party may protest the imposition of fees, dedications, reservations, or other exactions imposed on a development project by a local agency. Protests shall be filed in accordance with the provisions of the California Government Code and shall be filed
within 90 days after conditional approval of this application is granted. The 90 day protest period for this project shall begin on the "date of approval" as indicated on the "Acknowledgment of Acceptance of Conditions" form.
33. All reimbursement requests shall be prepared and submitted in accordance with the requirements of the current version of the "Developer Reimbursement Procedures" a copy of which may be obtained at the City Engineer's Office.
34. The applicant shall install all improvements within public right-of-way and easements in accordance with the City of Clovis standards, specifications, master plans, and record drawings in effect at the time of improvement plan approval.
35. The applicant shall address all conditions, and be responsible for obtaining encroachment permits from the City of Clovis for all work performed within the City's right-of-way and easements.
36. The applicant shall submit a soils report or a waiver of soils report to the City of Clovis Engineering Division for approval by the City Engineer.
37. The applicant shall provide and pay for all geotechnical services per City policy.
38. The applicant shall comply with the requirements of the local utility, telephone, and cable companies. It shall be the responsibility of the applicant to notify the local utility, telephone, and cable companies for the removal or relocation of utility poles where necessary. The City shall not accept first submittals without proof that the applicant has provided the improvement plans and documents showing all proposed work to the utility, telephone, and cable companies. All utility vaults in which lids cannot be sloped to match proposed finished grading, local utilities have 5\% max slope, shall be located in sidewalk areas with pedestrian lids so the lid slope matches sidewalk cross slope.
39. All existing overhead and new utility facilities located on-site, within alleys, or within the street right-of-way along the streets adjacent to this tract shall be undergrounded unless otherwise approved by the City Engineer.
40. The applicant shall contact and address all requirements of the United States Postal Service Clovis Office for the location and type of mailboxes to be installed. The location of the facilities shall be approved by the City Engineer prior to approval of improvement plans or any construction.
41. The applicant shall contact and address Caltrans requirements.

## Dedications and Street Improvements

42. The applicant shall provide right-of-way acquisition or dedicate free and clear of all encumbrances and/or improve the following streets to City standards. The street improvements shall be in accordance with the City's specific plans and shall match
existing improvements. The applicant's engineer shall be responsible for verifying the type, location, and grades of existing improvements.
a. Bullard Avenue - Along development frontage, dedicate to provide right-of-way acquisition for 60' (exist 30') south of centerline, and improve with curb, gutter, sidewalk, curb return ramps, street lights, median island, median island landscaping and irrigation, landscape strip, 46' $\left(30^{\prime}+16^{\prime}\right)$ permanent paving, $3^{\prime}$ paved swale, and transitional paving as needed.
b. Bullard Avenue - Along development frontage, median island openings shall not be allowed without approval of the City Engineer. Access into and out of the project on Bullard Avenue shall be right-in and right-out only.
c. Leonard Avenue - Along frontage, dedicate to provide right-of-way acquisition for $70^{\circ}$ (exist $20^{\prime}$ ) west of centerline, and improve with curb, gutter, sidewalk, curb return ramps, street lights, landscaping, irrigation median island, median island landscaping and irrigation, $46^{\prime}\left(30^{\prime}+16^{\prime}\right)$ permanent paving, $3^{\prime}$ paved swale, and transitional paving as needed.
d. Leonard Avenue - Along development frontage, median island openings shall not be allowed without approval of the City Engineer. Access into and out of the project on Leonard Avenue shall be right-in and right-out only.
e. The applicant shall dedicate and provide for a trail (10' landscape, 10' trail, 10' landscaping) along the project's Leonard Avenue frontage between the Enterprise Canal and Bullard Avenue.
f. Roberts Avenue - Dedicate to provide right-of-way acquisition for 54' (exist $0^{\prime}$ ) matching the existing Roberts Avenue alignment dedicated by Tract Map 6082, and improve with curb, gutter, sidewalk, curb return ramps, street lights, $36^{\prime}\left(18^{\prime}+18^{\prime}\right)$ permanent paving, and overlay as necessary to match the existing permanent pavement.
g. Descanso Avenue - Dedicate to provide right-of-way acquisition for $54^{\prime}$ (exist $0^{\prime}$ ) matching the existing Descanso Avenue alignment dedicated by Tract Map 6120, and improve with curb, gutter, sidewalk, curb return ramps, street lights, $36^{\prime}\left(18^{\prime}+18^{\prime}\right)$ permanent paving, and overlay as necessary to match the existing permanent pavement.
h. Enterprise Canal - Dedicate pedestrian/bike trail east of canal right-of-way, and improve with asphalt concrete trail, landscape and irrigation facilities, as approved by the City Engineer. Dedicate right-of way to provide a connection to Amanecer Avenue, and improve with asphalt concrete trail, landscape and irrigation facilities as approved by the City Engineer.
i. Enterprise Canal - Improve with pedestrian bridge connected to trail improvements installed by Tract 6127. The applicant shall obtain all permits and permission necessary by all agencies with an interest in the Enterprise Canal.
j. Dedicate to provide for 54' right-of-way and improve with curb, gutter, sidewalk, drive approaches, curb return ramps, streetlights, 36 ' permanent paving except in cul-desacs, and all transitional paving as needed.
k. Interior Streets - If the applicant chooses the Narrow Residential Street Policy, the applicant shall dedicate to provide for a minimum 48' right-of-way and improve with curb, gutter, 5' sidewalk (measured from back of curb), curb return ramps, streetlights,

32' permanent paving except in cul-de-sac, and all transitional paving as needed. The maximum distance for a narrow $48^{\prime}$ wide street is 1000 ' to a $54^{\prime}$ wide minimum street.
I. Entry feature streets with median islands shall have a minimum of 22 ' wide travel lanes in each direction with parking or without parking.
m . Cul-De-Sacs - dedicate to provide for $52^{\prime}$ radius and improve with curb, gutter, sidewalk, street lights, 43' permanent paving and all transitional paving as needed.
n. Temporary Turnabouts - Dedicate to provide for a $48^{\prime}$ radius and install $45^{\prime}$ of permanent/temporary paving plus 3' paved.
o. All Major Streets - Provide right-of-way acquisition sufficient to provide for the relocation of all remaining utility poles a minimum of 8 ' from the traveled lane.
p. Design the traffic signal at Bullard and Leonard Avenues in its ultimate location. Install the infrastructure at the southeast corner of the intersection.
$q$. The applicant shall dedicate right-of-way for and provide transitions for the bridge along Leonard Avenue to be constructed by the City's Community Investment Program (CIP) project.
r. The applicant shall relinquish all vehicular access to Bullard and Leonard Avenues for all lots backing or siding onto these streets.
43. The applicant shall provide a dedication for a 10 public utility easement, where applicable, along all frontages or alternate widths approved by the utilities companies.
44. The applicant shall provide preliminary title report, legal description and drawings for all dedications required which are not on the site. All contact with owners, appraisers, etc. of the adjacent properties where dedication is needed shall be made only by the City. The City will prepare an estimate of acquisition costs including but not limited to appraised value, appraisal costs, negotiation costs, and administrative costs. The applicant shall pay such estimated costs as soon as they are determined by the City.
45. The sideyard side of all corner lots shall have full width sidewalk except where planter strips or meandering sidewalk is proposed.
46. The applicant shall obtain " $R$ Value" tests in quantity sufficient to represent all street areas, and have street structural sections designed by a registered civil engineer based on these "R Value" tests.
47. The applicant shall, at the ends of any permanent pavement abutting undeveloped property, install $2^{\prime \prime} \times 6^{\prime \prime}$ redwood header boards that shall be placed prior to the street surfacing.
48. Standard barricades with reflectors shall be installed at ends of streets abutting undeveloped property and any other locations to be specified by the City Engineer.

## Sewer

49. The applicant shall identify and abandon all septic systems to City standards.
50. The applicant shall install sanitary sewer mains of the size and in the locations indicated below, prior to occupancy. The sewer improvements shall be in accordance with the City's master plans and shall match existing improvements. The applicant's engineer shall be responsible for verifying the size, location, and elevations of existing improvements. Any alternative routing of the mains will require approval of the City Engineer and shall be supported by appropriate calculations.
a. Leonard Avenue - install 8" main along frontage.
b. Interior Streets - install 8" mains.
51. The applicant shall install one (1) $4^{\prime \prime}$ sewer service house branch to each lot within the tentative tract.
52. All existing sewer services that will not be used with this development shall be abandoned by cutting and capping the service at the right-of-way line.
53. The applicant shall notify all property owners annexed to the City and along streets where a new sewer main will be constructed to determine if they wish to be connected to City sewer. Property owners shall work directly with the applicant regarding costs and location. The applicant shall notify property owners that sewer connection fees are required if they choose to connect.

## Water

54. The applicant shall identify and abandon all water wells to City standards.
55. The applicant shall install water mains of the sizes and in the locations indicated below, and provide an adequately looped water system prior to occupancy. The water improvements shall be in accordance with the City's master plans and shall match existing improvements. The applicant's engineer shall be responsible for verifying the size, location, and elevations of existing improvements. Any alternative routing of the mains will require approval of the City Engineer and shall be supporied by appropriate calculations.
a. Interior Streets - install 8" mains.
56. The applicant shall install a City standard water service to each lot of the proposed subdivision. Water services shall be grouped at property lines to accommodate automatic meter reading system, including installation of connecting conduit. The water meter shall be placed in the sidewalk and not in planters or driveways.
57. All existing water services that will not be used with this development shall be abandoned by closing the service's corporation stop and creating a physical separation between the corporation stop and the service.
58. The applicant shall notify all property owners' annexed to the City and along streets where a new water main will be constructed to determine if they wish to be connected to City water. Property owners shall work directly with the applicant regarding costs and location. The applicant shall notify property owners that water connection fees are required if they choose to connect.
59. Prior to recording a final map of any phase, the applicant shall demonstrate to the satisfaction of the City Fire Chief and City Engineer that there is adequate water pressure to serve the units to be constructed. The applicant shall work with the City Engineer to determine the adequacy of water supply/pressure for the proposed development.

## Recycled Water

60. The applicant shall install recycled water mains of the sizes and in the locations indicated below. The recycled water improvements shall be in accordance with the City's master plans and shall match existing improvements. All areas utilizing recycle water for irrigation shall be clearly marked on the improvement plans. The applicant's engineer shall be responsible for verifying the size, location, and elevations of existing improvements. Any alternative routing of the mains will require approval of the City Engineer and may require appropriate calculations.
b. Trail and open spaces - install mains as necessary to serve the trail and open spaces.

## Grading and Drainage

61. The applicant shall contact the Fresno Metropolitan Flood Control District (FMFCD) and address all requirements, pay all applicable fees required, obtain any required NPDES permit, and implement Best Available Technology Economically Achievable and Best Conventional Pollutant Control Technology to reduce or eliminate storm water pollution. Plans for these requirements shall be included in the previously required set of construction plans, and shall be submitted to and approved by FMFCD prior to the release of any development permits.
62. Portions of the project appear to lie within a flood zone. The applicant shall comply with the requirements of the City's Municipal Code.
63. In the event permanent storm drainage facilities are not available, the applicant shall provide temporary on-site retention basins for storm water disposal and provide a cash deposit for each basin to offset the City's cost of maintaining the basins. The size and design shall be in accordance with the requirements of the City Engineer and may change based on design calculations and access requirements for maintenance. The temporary pond maintenance deposit shall be based on size, depth, expected maintenance schedule, etc. However, the property owner shall be responsible for
periodic cleaning of toxic material. The temporary basin is solely for the convenience of the subdivision.
64. The owner of the property on which the temporary basin(s) are located shall backfilled said basin(s) within ninety (90) days after notice is given by the City that the basin(s) are no longer needed. In the event the owner fails to backfill said basin(s) within said 90 days, the City may cause the basin to be backfilled. A lien to cover the cost of the work will be placed on the property, including the costs to prepare and enforce the lien. A covenant shall be prepared and recorded on the lot on which the basin(s) is/are located.
65. Grade differentials between lots and adjacent properties shall be adequately shown on the grading plan and shall be treated in a manner in conformance with City of Clovis Standard Drawing No. M-4 as modified by the City Council. Any retaining walls required on-site or in public right of way shall be masonry construction. All retaining walls shall be designed by a registered civil engineer.

## Irrigation and Landscaping Facilities

66. The applicant, as a portion of the required tract improvements, shall provide landscaping and irrigation as required herein. The landscaping and irrigation shall be installed in public right-of-way and the area reserved for landscaping. The irrigation and landscape improvements shall be in accordance with the City's master plans and shall match existing improvements. The applicant's engineer shall be responsible for verifying the size, location, and elevations of existing improvements. Plans for the required landscaping and irrigation systems shall be prepared by an appropriately registered professional at the applicant's expense and shall be approved by the City of Clovis Planning and Development Services Department and Public Utilities Department prior to the beginning of construction or the recording of the final tract map, whichever occurs first. Landscape and irrigation facilities that the City Landscape Maintenance District shall maintain: the trail, entry features, landscape strips along Bullard and Leonard Avenues, and the median islands in Bullard and Leonard Avenues.
67. Open space elements shown on the map are not part of the planned Neighborhood Park system for the Loma Vista Specific Plan area. Costs for installation and dedication of these elements are to be borne by the Project and are not eligible for Neighborhood Park credit.
68. All park and landscape improvements shall be installed, accepted for maintenance by the City prior to issuance of $40 \%$ of the Tract's building permits. If the park improvements are not constructed on the Outlot for any reason within two (2) years of the recordation of the final map of Tract, City shall have the right to request from surety and receive upon City's demand, sufficient funding to complete the construction of improvements for the park. The two year period may be extended at City's sole option and discretion and upon such conditions as City shall determine.
69. The owner shall request annexation to and provide a covenant for the Landscape Maintenance District. The property owner acknowledges and agrees that such request serves as a petition pursuant to California State Proposition 218 and no further election will be required for the establishment of the initial assessment. The assessment for each lot shall be obtained from the City for the tax year following the recordation of the final map. The estimated annual assessment per average sized lot is $\$ 431.00$, which is subject to change prior to issuance of building permit or final tract map approval and is subject to an annual change in the range of the assessment in the amount of the Consumer Price Index, U.S. City Average, All Urban Consumers (CPI Index), plus two percent ( $2 \%$ ). The additional landscaping enhancements that exceed the City norms and are specific benefit to the property, such as the entry feature, columns, monuments, interior median islands, round-a-bouts, special street lights, etc., if determined to be maintained by the Landscape Maintenance District, shall be maintained by an additional landscape maintenance assessment. The applicant shall provide construction costs and deposit with the City an amount equal to $50 \%$ of the value of the enhanced landscaping hardscape features, or an alternate amount approved by the City Engineer, such as columns, monuments, and special street lights, that exceeds the City norms. The applicant shall provide the City with an estimate of the annual maintenance for the special lighting and landscaping enhancements that exceeds the City norms. The owner/developer shall notify all potential lot buyers before they actually purchase a lot that this tract is a part of a Landscape Maintenance District and shall inform potential buyers of the assessment amount. Said notification shall be in a manner approved by the City. The owner/developer shall supply all pertinent materials for the Landscape Maintenance District.
70. The applicant shall comply with the City of Clovis Water Efficient Landscape Requirements Ordinance.
71. The applicant shall contact and address all requirements of the Fresno Irrigation District (FID). This may include dedicating easements, piping or relocating any existing FID canals and ditches, replacing any existing irrigation piping, concrete lining or improving any existing canals, construction or reconstruction of any canals, culverts, and bridge crossings. Plans for these requirements and improvements shall be included as in the previously required set of construction plans, and shall be submitted to and approved by FID prior to the release of any development permits or recording of the final tract map. If a FID or private irrigation line is to be abandoned, the applicant shall provide waivers from all downstream users.
72. The applicant shall indicate on construction drawings the depth, location and type of material of any existing Fresno Irrigation District's irrigation line along the proposed or existing street rights-of-way or onsite. Any existing canals shall be piped. The material of the existing pipe shall be upgraded to the proper class of rubber gasket pipe at all locations unless otherwise approved by the City Engineer.
73. All existing agricultural irrigation systems either on-site or in public right of way, whether FID or privately owned, shall be identified prior to any construction activity on the site.

Service to all downstream users of irrigation water shall be maintained at all times through preservation of existing facilities or, if the existing facilities are required to be relocated, the relocation and replacement of the existing facilities. It is the intent that downstream users not bear any burden as a result of development of the site. Therefore, the applicant shall pay all costs related to modification, relocation, or repair of any existing irrigation facilities resulting from or necessitated by the development of the site. The applicant shall identify on site plans and construction plans, all existing irrigation systems and their disposition (abandonment, repair, relocation, and/or piping). The applicant shall consult with the Fresno Irrigation District for any additional requirements for lines to be abandoned, relocated, or piped. The applicant shall provide waivers from all users in order to abandon or modify any irrigation pipelines or for any service interruptions resulting from development activities.
74. The applicant shall provide a perimeter wall perpetual maintenance covenant on all properties that have a perimeter wall that is installed on private property. A recordable covenant shall be submitted to and approved by the City of Clovis City Engineer prior to final map approval.

## Miscellaneous

75. The applicant shall install street lights along the major streets on metal poles to local utility provider's standards at the locations designated by the City Engineer. Street light locations shall be shown on the utility plans submitted with the final map for approval. Street lights at future traffic signal locations shall be installed on approved traffic signal poles, including all conduits and pull boxes. Street lights along the major streets shall be owned and maintained by local utility providers. Proof of local utility provider's approval shall be provided. The applicant may install thematic lighting, as approved by the City Engineer. If the applicant chooses to install thematic lighting, the applicant shall provide a conceptual lighting plan identifying adjacent properties that may be incorporated with thematic lights to create a neighborhood effect. Thematic lighting shall be maintained by an additional landscape maintenance assessment.
76. The applicant shall install all major street monumentation and section corner monumentation within the limits of the project work in accordance with City Standard ST-32 prior to final acceptance of the project. Monumentation shall include all section corners, all street centerline intersection points, angle points and beginning and end of curves (E.C.'s \& B.C.'s). The applicant/contractor shall furnish brass caps. Any existing section corner or property corner monuments damaged by this development shall be reset to the satisfaction of the City Engineer. A licensed land surveyor or civil engineer licensed to perform land surveying shall certify the placement of all required monumentation prior to final acceptance. Brass caps required for installation of new monuments or replacement of existing monuments shall be provided by the contractor/the applicant and approved by City prior to installation. Within five days after the final setting of all monuments has been completed, the engineer or surveyor shall give written notice to the City Engineer that the final monuments have been set. Upon payment to the engineer or surveyor for setting the final monuments, the applicant shall
present to the City Engineer evidence of the payment and receipt thereof by the engineer or surveyor.
77. A deferment, modification, or waiver of any engineering conditions will require the express written approval of the City Engineer.
78. The conditions given herein are for the entire development. Additional requirements for individual phases may be necessary pending review by the City Engineer.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AN AMENDMENT TO AMEND THE CIRCULATION OF CONDITIONAL USE PERMIT CUP2017-10 WITHIN VESTING TENTATIVE TRACT MAP TM6186 FOR PROPERTIES LOCATED AT THE SOUTHEAST CORNER OF BULLARD AND LEONARD AVENUES AND FINDING THE PROJECT IN SUBSTANTIAL CONFORMANCE WITH THE ENVIRONMENTAL ANALYSIS PERFORMED FOR GPA2017-05, CUP2017-10 AND TM6186

WHEREAS, WCP Developments, LLC, 1446 Tollhouse Road, Suite 103, Clovis CA 93611, has applied for a Conditional Use Permit CUP2017-10A2; and

WHEREAS, this is a request to approve an amendment to the revision in circulation, provide for public streets, revision of house plans, and approve an additional access point of Conditional Use Permit CUP2017-10, within TM6186 for property located at the southeast corner of Bullard and Leonard Avenues, in the City of Clovis, County of Fresno; and

WHEREAS, on May 23, 2019, the Planning Commission considered Conditional Use Permit CUP2017-10A2; and

WHEREAS, after reviewing the administrative record and considering all reports, comments and evidence submitted at the Planning Commission hearing, the Planning Commission denied Conditional Use Permit CUP2017-10A2 on the basis that:

1. That based upon on the applicant's lack of outreach and consideration of previous concessions and considerations made by the previous applicant, the Planning Commission could not move forward with approval of the Project with the lack of communication conducted by the applicant.

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

WHEREAS, on June 17, 2019, the City Council has reviewed and considered the staff report and all written materials submitted in connection with the request including the conditions attached as Attachment " 1 " to this resolution and incorporated herein by this reference, and hearing and considering the testimony presented during the public hearing; and:

1. The proposed use is conditionally allowed within, and would not impair the integrity and character of the subject zoning district and is in compliance with all of the applicable provisions of this Development Code;
2. The proposed use is consistent with the General Plan and any applicable specific plan;
3. The design, location, size, and operating characteristics of the proposed use are compatible with the existing and future land uses and would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other allowed uses operating nearby or adverse to the public interest, health, safety, convenience, or welfare of the City;
4. The subject parcel is physically suitable in size and shape for the type and density/ intensity of use being proposed;
5. There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety; and
6. That, based upon the Initial Study and comments received, there is no substantial evidence that the project will have a significant effect on the environment.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Clovis City Council does approve CUP2017-10A2, subject to the attached conditions labeled Attachment 1.

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council held on June 17, 2019, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:
DATED: June 17, 2019

DRAFT
RESOLUTION 19-
A RESOLUTION OF THE CITY COUNCIL APPROVING VESTING TENTATIVE MAP TM6186A, CONSISTING OF 229 LOTS TO BE LOCATED AT THE SOUTHEAST CORNER OF BULLARD AND LEONARD AVENUES AND FINDING THE PROJECT IN SUBSTANTIAL CONFORMANCE WITH THE ENVIRONMENTAL ANALYSIS PERFORMED FOR GPA2017-05, CUP2017-10 AND TM6186

The City Council of the City of Clovis resolves as follows:

## LEGAL DESCRIPTION:

See Exhibit "One," which is on file with the City Clerk's office.
WHEREAS, the project proponent, WCP Developers, LLC, 1446 Tollhouse Road, Clovis, CA 93611, has applied for a tentative tract map amendment, TM6186A; and

WHEREAS, TM6186A is a request to approve an amendment to Vesting Tentative Map TM6186, to provide for a modification to the lotting and circulation pattern, revise the subdivision to a non-gated development utilizing public streets, and provide for an additional access point into the development; and

WHEREAS, an Environmental Assessment of the project has been made and the Project is in substantial conformance with the environmental analysis performed for General Plan Amendment GPA2017-05. No major revisions will be required with the adopted Environmental Impact Report to accommodate the proposed project, therefore, subject to CEQA Sections 15162 and 15182 no further environmental review is required for this project.; and

WHEREAS, the Planning Commission, on May 23, 2019, has considered said application and any public testimony in the record and voted to deny Vesting Tentative Map TM6186A based on the following:

1. That based upon on the applicant's lack of outreach and consideration of previous concessions and considerations made by the previous applicant, the Planning Commission could not move forward with approval of the Project with the lack of communication conducted by the applicant.

WHEREAS, on June 17, 2019, the Project was automatically forwarded to the City Council for a reconsideration of the Planning Commission's denial of TM6186A; and

WHEREAS, a public notice was sent out to area residents within 600 feet of said property boundaries twenty-one days prior to said hearing; and

WHEREAS, the Council, has reviewed and considered the staff report and all written materials submitted in connection with the request including the conditions attached as Attachment "1" to this resolution and incorporated herein by this reference, and hearing and considering the testimony presented during the public hearing; and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The tentative map of Subdivision Tract No. 6186A is hereby approved, subject to the following conditions:
(a) Compliance of subdivider with the Subdivision Map Act of the State of California;
(b) Compliance with applicable provisions of Chapter 2 of Title 9 of the Clovis Municipal Code and all conditions of rezoning;
(c) Compliance with all conditions set forth in Attachment "1," which is on file with the City Clerk's office.
2. This Council determines that discharge of waste from the proposed subdivision would not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board.
3. This Council further finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable General and Special Plans of the City.
4. A copy of the tentative map of said subdivision, Attachment " 5, " is on file in the Planning Division.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on June 17, 2019, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: June 17, 2019

## CORRESPONDENCE

## County of Firesno

DEPARTMENT OF PUBLIC HEALTH<br>David Pomaville, Director<br>Dra Ken Bird, Health Officer

March 30, 2017
LU0018909
2604
Lily Cha, Associate Planner
City of Clovis
Planning and Development Services Department
1033 Fifth Street
Clovis, CA 93612
Dear Ms. Cha:
PROJECT NUMBER: DRC2017-16
DRC2017-16, Proposal for a 326 unit SFR subdivision.

## APN: 554-030-22s, -23s

ADDRESS: SEC Bullard \& Leonard Avenues
Recommended Conditions of Approval:

- Construction permits for development should be subject to assurance of sewer capacity of the Regional Wastewater Treatment Facility. Concurrence should be obtained from the California Regional Water Quality Control Board (RWQCB). For more information, contact staff at (559) 445-5116.
- Construction permits for the development should be subject to assurance that the City of Clovis community water system has the capacity and quality to serve this project. Concurrence should be obtained from the State Water Resources Control Board, Division of Drinking Water-Southern Branch. For more information call (559) 447-3300.
- Due to the proximity of the proposed residential uses to an existing thoroughfare, consideration should be given to conformance with the Noise Element of the City of Clovis General Plan. A noise study should be conducted in order to identify the potential noise impacts and offer mitigation alternatives.
- The proposed construction project has the potential to expose nearby residents to elevated noise levels. Consideration should be given to your City's municipal code.
- As a measure to protect ground water, all water wells and/or septic systems that exist or have been abandoned within the project area should be properly destroyed by an appropriately licensed contractor.

Prior to destruction of agricultural wells, a sample of the upper most fluid in the water well column should be sampled for lubricating oil. The presence of oil staining around the water well may indicate the use of lubricating oil to maintain the well pump. Should

Lily Cha
March 30, 2017
DRC2017-16
Page 2 of 2
lubricating oil be found in the well, the oil should be removed from the well prior to placement of fill material for destruction. The "oily water" removed from the well must be handled in accordance with federal, state and local government requirements.

- Should any underground storage tank(s) be found during the project, the applicant shall apply for and secure an Underground Storage Tank Removal Permit from the Fresno County Department of Public Health, Environmental Health Division. Contact the Certified Unified Program Agency at (559) 600-3271 for more information.

The following comments pertain to the demolition of any existing structure(s):

- Should the structure(s) have an active rodent or insect infestation, the infestation should be abated prior to demolition of the structure(s) in order to prevent the spread of vectors to adjacent properties.
- In the process of demolishing the existing structure(s), the contractor may encounter asbestos containing construction materials and materials coated with lead based paints.
- If asbestos containing materials are encountered, contact the San Joaquin Valley Air Pollution Control District at (559) 230-6000 for more information.
- If the structure(s) were constructed prior to 1979 or if lead-based paint is suspected to have been used in these structures, then prior to demolition and/or remodel work the contractor should contact the following agencies for current regulations and requirements:
$>$ California Department of Public Health, Childhood Lead Poisoning Prevention Branch, at (510) 620-5600.
$>$ United States Environmental Protection Agency, Region 9, at (415) 947-8000.
$>$ State of California, Industrial Relations Department, Division of Occupational Safety and Health, Consultation Service (CAL-OSHA) at (559) 454-5302.
- Any construction materials deemed hazardous as identified in the demolition process must be characterized and disposed of in accordance with current federal, state, and local requirements.

REVIEWED BY:

Kevin Tsuda, R.E.H.S.
Environmental Health Specialist II
(559) 600-3271
kt
cc: $\quad$ Glenn Allen- Environmental Health Division (CT. 59.12) Claudia Cazares- Applicant (ccazares@gvhomes.com)


YOUR MOST VALUABLE RESOURCE - WATER


TELEPMONE (539) 233-7164
FAK (559) 233-8227

May 13, 2019

Orlando Ramirez
Planning Division
City of Clovis
1033 Firth Street
Clovis, CA 93612

RE: Vesting Tentative Tract Map Application No. TM6186A
S/E Bullard and Leonard avenues
Dear Ms. Ramirez:
The Fresno Irrigation District (FID) has reviewed the Site Plan Review Vesting Tentative Tract Map Application No. TM6186A for which the applicant requests to approve a planned residential development, APN: 554-030-22s and 23s. this request is being processed concurrently with Conditional Use Permit No. CUP2017-10A2. FID has the following comments:

1. FID previously reviewed and commented on the subject property on October 31, 2017 as Tract Map TM6186. Those comments and conditions still apply and a copy has been attached for your reference.

FID has the following additional comments:

1. Drive banks shall be built out to the required freeboard and elevation for the full width of the required Canal right-of-way width.

FID has the following clarification comments:

1. Comment No. 4 in October 31, 2017 correspondence in regards to TM 6186 should be clarified to mean minimum 20 feet wide right-of-way top of bank to be built out full width, clear of obstructions, structures, vegetation, etc. to provide clear passage and full width at all points along the canal bank.
2. Comment No. 5 (b) (i) in October 31, 2017 correspondence in regards to TM6186 should be clarified to mean all drive banks must be sloped a minimum of $2 \%$, maximum of $4 \%$ away from the canal with provisions made for rainfall.
3. Comment No. 5 (b) (iii) in October 31, 2017 correspondence in regards to TM6186 should be clarified to mean drive banks shall be overlaid with 3 inches of clean/native Class II aggregate base for all-weather access and for dust suppression (recycled and/or regrind will not be accepted).
4. Comment No. 8 in October 31, 2017 correspondence in TM6186 should be clarified to add that FID will require CA legal truck tractor - semitrailer ( 65 feet long) or AASHTO WB-65 turning radius exhibits.

Thank you for submitting this for our review. We appreciate the opportunity to review and comment on the subject documents for the proposed project. If you have any questions, please feel free to contact Jeremy Landrith at (559) 233-7161 extension 7407 or jlandrith@fresnoirrigation.com.

Sincerely,


Laurence Kimura, P.E.
Chief Engineer
Attachment





TKL Timiso
 2907 S. พ M APLE AVENDE


October 31, 2017

Mr. Orlando Ramirez
City of Clovis
Department of Planning and Development Services
1033 Fifith Street
Clovis, CA 83612

RE: Tract Map TM6186
S/E Bullard and Leonard avenues
Enterprise Canal No. 109

## Dear Mr. Ramirez:

The Fresno Irrigation District (FID) has reviewed the Track Map TM6186 for a 249 lot singlefamily planned residentlal development, APN: 554-030-22s and 23s. thisis request is being processed concurrently with GPA 2017-05 and CUP2017-10. FID has the following comments:

## Summary of Requirements:

- Review and Approval of all Plans.
- Varying Width Grant of Easement.
- FID Sid. No. 62 Drive Approach.
- Channel Improvements.
- Canal Drive Bank Improvements.
- Trail Fence and/or Agreement.
- Executed Agreements.
- Project Fees.
- No Encroachments without Agreements.


## Area of Concern

1. FID's Enterprise No. 109 Canal runs westerly, traverses the southwest portion of the subject property and crosses Leonard Avenue approximately 20 feet west of the subject property, as shown on the attached FID exhiblt map, and will be impacted by the future development. Records do not show a recorded easement, howover, FID does own an easement and the width is as shown on FID's attached Standard Detail Page No. 11.
2. FID requires that, within the limits of the proposed project [and its remainder], the landowner grant an exclusive easement for the land underlying the canal and associated area along the canal required for maintenance pursuant to Water Code Section 22425 and FID policy. FID's District Canal Right-oi-Way Requirements sheets are enclosed for your reference. The proposed easement (width) will depend on several lactors including: 1) Widith of canal, 2) height of canal banks, 3) final alignment of canal. 4) additional space needed where roads/avenues intersect canal, etc.
3. FID requires its easement/properity be shown on the final map with proper recording information. FID must also be made pariy to signing the final map.
4. FID requires that the Engineerlland Surveyor use the inside top hinge of the canal to define the edge of FID's right-of-way such that FID has a minimum of 20-feet wide right-of-way along the top of bank to be clear of obstructions, structures, vegetation, etc. to provide clear passage and full width, at all points along the canal bank. There are no minimum or suggested numbers of survey shots to take, but there must be enough survey points such that the top inside hinge of the canal bank is properly identified. Before finalizing the Final Maps, the Engineer/Land Surveyor will need to stake both the inside top hinge and the right-of-way/property for FID Staff to field evaluate an adequate width. FID staff must field verify the right-of-way/properiy boundary and the hinge line edige before signing plans to ensure that there are enough survey points to properly define the canal.
5. Typically, for any type of development that impacts a large open canal or is adjacent to one such as the Enterprise Canal, FID requires the developer to improve the canal with either concrete lining, encasing the canal in a box culvert, or other approved means to protect the canal's integrity for an urban setting. FID does not have sufficient information to determine what kind of improvements will ultimately be required as part of the development. The engineers working on the project and FID's engineering staff must meet to discuss specific requirements as discussed below. In order to meet the "urban" standards for the canal, FID will require the following minimum conditions:
a. Channel Stabilization: The proposed plan does not indicate any improvements to the Canal. If the Developer is not willing to concrete line the Canal or place it underground within a box culvert, they must come up with another means acceptable to and approved by FID to protect the Canal's integrity. On similar projects, Developers typically propose the following:
i. Surrounding Development - All proposed building pad elevakions must be a minimum of 12 -inches above the canal's high water.
ii. Freeboard - FID typlcally requires between 1.0 to 1.5 feet of freeboard. Because the Canal is used to route stormwaters, and is one of the larger canals used to convey the stormwater, FID will reguire a minimum of 1.5 feet of freeboard and a maximum of 2.0 feet. The Developer will be required to elther import or export material to match FID's standards.
iii. Maintenance - this reach of Canal does have a history of high loads of sediment deposits which requires yearly dredging. FID will typically dredge the Canal and deposit the spolls on top of the banks to dry out.

Once the spoil has dried, FID will flatten the spoil as time permits. Thls reach of Canal also has large volumes of trash, dobris, that are deposited into the Canal. FID's crews will typically remove the trash at the Leonard Avenue bridige and another crew will come by to remove the trash. The hauling off of this material may occur several weeks atter the trash has been placed on the side of the canal, and the trash may be considered a nuisance (sight and smell). If the Developer and/or City require a different level of maintenance effort, they will need to enter into an agreement for that purpose. The Cily and/or Developer will be responsible to fund the "higher leval" of maintenance.
b. Drive banks/maintenance roads (one or both loanks):

1. One or both of the drive banks must be sloped a minimum of 2\% away from the canal with provisions made for rainfall. Drainage will not be accepted into the Canal and must be routed away from FID propertydrive banks. Runoff must be conveyed to nearby public streets or drainage system by drainage swales or other FID acceptable alternatives.
il. 'Any drainage systems or swales proposed must be located outside FID's propertyleasement.
iii. One or both of the drive banks shall be overlaid with 3 inches of Class II aggregate base for all-weather access and for dust suppression.
iv. Drive banks shall be builf out to the full widith of the reguired Canal right-of-way width.
v. All existing trees, bushes, debris, old canal structures, pumps, canal gates, and other non- or in-active FID and private structures must be removed within FID's properiyleasement.
2. Trall - It is FID's understanding that a traill is master-planned along the Enterprise canal bank. As with other developments with trails proposed along the canals, FID will not allow the trail to encroach/overlap FID's canal easement. The following requirements are intended for trail projects adjacent to FID-owned properties and right-of-ways for open canals:
๓. FID will not allow the trail easement to be in common use with FID-owned property or easements.
b. FID requires all trail improvements be placed outside of FID-owned properties and easements.
c. FID will not allow any portion of a free canopy to encroach within lis properties or easements.
d. FID's canals will not accept any drainage from the trail of the canal bank.
e. FID may require some improvements be made to the canal depending on the existing canal condition, the proposed trall, and the adjacent development.
3. A Trail fence between Trail and Canal is required unless an agreement is in place between City of Clovis and FID.
4. Canal Access - FID will continue to access the Canal from Leonard Avenue. In order to access the maintenance road with our larger equipment. FID requires a drive approach wide enough to accommodate the equipment. FID proposes a 50 -foot wide drive approach narrowing to a 20 reet wide drive bank (See attached "Drive Approach in Urban Areas" Detail No. 62). The 50-root width is defined as starting from the end portion of the bridgelrailing outward (away from the bridge). Every poad and canal intersection is different and thereiore each access will be difirerent. The major factors affecting the proposed width will be the angle of the road intersecting the Canal, grade of canal bank vs. City road, median vs. no median, efc.
5. If a fence will be installed between the development and open canal, a block/masonry wall shall be required. Chain-link and wood rencing will no longer be accepted for urban developments.

## General Comments

1. FID requires the Developar to submit for FID's approval a grading and drainage plan which shows that the proposed development will not endanger the structural integrity of the Canal, or result in drainage patterns that could adversely affect FID.
2. FID requires iss review and approval of all improvement plans which affect its property/easements and canal/pipeline facilities including but not limited to Sewer, Water, Fresno Metropolitan Flood Control District (FMFCD), Street, Landscaping, Dry Uilities, and all other uililities.
3. FID requires the Developer and or the Developer's engineer contact FID at their earliest convenlence to discuss specific requirements.
4. Trees will not be permitted within FID's properiy/easement areas.
5. Footings of retaining walls shall not encroach onto FID propertyleasement areas.
6. No large earthmoving equipment (paddle wheel scrapers, graders, excavators, etc.) will be allowed within FID's easement and the grading contractor will be responsible for the repair of all damage to the pipeline caused by contractors grading activities.
7. As with developer projects, there will be considerable time and effort required of FID's staff to plan, coordinate, engineer, review plans, propare agreements, and inspect the project. FID's cost for associated plan review will vary and will be determined at the time of the plan review.
8. For informational purposes, a FMFCD owned channel known as the Dog Creek runs southerly and crosses Leonard Avenue approximately 1, 400 feet of the subject property, as shown on the attached FID exhibit map. Should this project include any street and or
utility improvements in the vicinity of this channel FID recommends the applicant contact FMFCD to discuss any right-of-way issues thay may have.
9. For informational purposes, FID's defferson No. 112 runs southwesterly and crosses Leonard avenue approximately 4,700 feet southwest of the sublect property and crosses Barstow avenue approximately 1,800 feat southwest of the subject property, as shown on the attached FID exhibit map. Should ithis project include any street and/or unility improvements along Leonard Avenue, Barstow Avenue or in the vicinity of this canal. FIO requires it review and approve all plans.
10. For informational purposes, FID's Reyburn No. 380 runs westerly along the south side of Bullard Avenue approximately 900 feet west of the subject properiy, as shown on the attached FID exhibit map. Should this project include any street andfor utility improvements along Bullard Avenue or in the vicinity of this canal, FID requires of review and approve all plans.
11. The proposed development may negatively impact local groundwater supplies. The area is currently mostly open land or limited agricultural production with little to no water demand. Under current circumstances the project area is experiening a modest but continuing groundwater overdraft. FID suggests the Cliy of Clovis require the proposed development balance anticipated groundwater use with sufficient recharge of imported surface water in order to preclude increasing the area's existing groundwater overdraft.
12. It is unclear if the source of water for this development is solely groundwater or a mixture of treated surface water from FID's Enterprise Canal. If treated surface water will be used, the City must acquire additional water from a water purveyor, such as FID for that purpose, so as to not reduce water supplies fo or create water supply deficits in other areas of the City. Water supply issues must be resolved before any further "hardening" of the water supply demand ls allowed to take place.
13. The City of Clovis and FID have been working to address water supplies issues for development outside of the FID service area. We encourage the Cily to continue towards finding solutions to minimize the impacts of changes in land uses and to mitigate any existing adverse water supply impacts within the development area.
14. California enacted landmark legislation in 2014 known as the Sustainable Groundwater Management Act (SGMA). The act requires the formation of local groundwater sustainability agencies (GSAs) that must assoss conditions in their local water basins and adopt locally-based management plans. FID and the Clity of Clovis are members of the North Kings Groundwater Sustainability Agency which will manage the groundwater basin within the FID service area. This area is completely reliant on groundwater pumping and SGMA will impact all users of groundwater and those who rely on it. The City of Clovis should consider the impacts of the development on the Clity's ability to comply with requirements of SGMA.
15. The above comments are not to be construed as the only request FID will have regarding this project. FID will make additional comments and requests as necessary as the project progresses.

Orlando Ramirez
RE: TM6186
October 31. 2017
Page 6 of 6

Thank you for submitting this for our review. We appreciate the opportunity to review and comment on the subject documents for the proposed project. If you have any questions please feel free to contact Jeremy Landrith at (559) $233-7161$ extension 7407 or ilandrith@iresnoirrigation.com.

Sincerely,


Laurence Kimura, P.E.
Chief Engineer
Attachment


Aprill 7. 2017

## Lily Cha

Cily of Clovls
Department of Planning and Devalopment Services
1033 Fith Street
Clovis: CA 93612
RE: Davelopment Review Commiltee Appllcation No. 2017-16
SJE Bullard and Leonard avenues
FID's Enterprise Canal No. 100
Dear Ms. Cha:
The Fresno Irigation District (FID) has reviewed the Dovelopment Review Commiltes Application No. 2017-16 for which the applicant proposes to build a single-family residential development Tract No. 6186, APN: 554-030-228, 238. FID has the following comments:

## Apea of Concern I

1. FID's Enterprise No. 109 Canal runs northwesteriy, travarses the westarn portion of the subject property, and crosses Leonard avenue approximately 30 teet west of the sublact propariy as shown on the attached FID exhibit map, and will be Impacted by the future development, Records do not show a recorded easement, however, FID does own an oasement and the widin ls as shown on FID's attached Standards Detail Page No. 10. Should inis project include any street and/or utility improvements along Leonard Avenue or in the vicinity of this canal, FID requires if review and approve all plans.
2. FID requires that, within the limits of the proposed project [and its remainder], the landowner grant an exclusive easoment for the land underlying the canal and associated area along the canal required for maintenance pursuant to Water Code Section 22425 and FID pollcy. FID's District Canal Right-or-Way Requirements sheot ls enclosed for your reference. The proposed easement (widith) will depend on several factors including. 1) Width of canal, 2) fielght of canal banks, 3) final allgrment of canal, 4) addiltonal space needed where road\&/avenues intersect canal, etc.
3. FID requires its easement/property be shown on the final map with proper recording information. FID muat also be made party to signing the final map.
4. FID requests the City of Clovis notily FID of any parmits or aulhorization of any pant of this project to conilim that the Devalopar andior tha Dovelopars Englneering firm have met FID's requiraments.
5. FID requires that the Englneerthand Surveyor uee the inside top hinge of the canal to defin the edge of FID's right-of-way such that FlD has a minimum of 20 ofoot right-ofway along the top of bank to be clear of obstructons, atructures, vegetation, atco to provide clear passage and Tull width at all points along the canal bank. There are no minhmum or suggetted numbers of survey shote to take but, there must be anough survey pointe such that the top inside hinge of the canal bank is properly ldentified. Beiore finallzing the Final Maps, the Engineartland Survoyor wili nead to stake both the inside top hinge and the right-of-wayproperiy for FID Staff to fleld evaluate an adequate widith. FID stafif must field vorlit the rightoof-waylproperity boundary and the hinge line odge before slgning plans to ensune that there are enough survey points to property define the cana!.
6. Typically; for any lype of development that mpacts a large open canal or ts adjacent to one such as the Enterprise Canal, FID requiras the developer to Improve the canal with allher concrete lining, encasing the canal in abos culvant, or ofher approved means to proteot the canal's interrity for an urban selting. FlD cloes not have suficient iniormation to determine what kind of improvements will ultimately be required as part of the development. The engineers working on the project and FJD'e engineering slaff must meat to dlscusa specific requirements as discussed balow. In order to meat the "urban" standards for the canal, FID will require the following minimum conditions:
a. Channel Stabllizatlon: The proposed plan does not indicate any improvements to the Canal. If the Developer is not willing to concrete lime the Canal or place lis underground within a box culvert they must come up with another means acceptable to and approved by FID to protect the Canafis Integrlity. On similar projacts, Devalopers typlcally propose the following:
7. Surrounding Development - All proposed building pad elavations must be a minimum of 12 inches above the canale high water.
8. Freeboard - FID typically requires botween 1.0 to 1.5 feet of lreaboard, Because the Canal ls used lo roule stormwaters, and is one of the larger canals used to convey the stormwater, FID will require a minimum of 1.5 feet of freeboard and a maximum of 2.0 feet. The Developer will be reagured to alther import or export material to match FID's standarde.

7n. Maintenance - this reach of Canal does have a history of high loads of sediment deposits which requires perlodic dredging. FID will typically dredge the Canal and deposit the spolls on top of the banks to dry out, Once the spoll has dried, FID will removellatten the spoil as time permits. The hauling off of this material may occur several weeks after spolls have been placed on the side of the canal, and the spolls may be considered a nuisance (sight and smeil). If the Developer andfor Clly require a different. level of maintenance effort, they will need to enter into an agreement for fhat purpose. The City andlor Developer will be responsilble lo fund the "higher level" of maintenance.
b. Drive banks/maintenance roads and encroachments (both banks):

1. One or both of the drive banks must be slopad a minimum of 20 away from the canal wilt provislons made for rainiall. Dralnago will not bo accepled into the Canal and muet be pouted away fiom FHD properiyldrive banks. Runofi must be conveyed to nearby pubilc streets or dralnage systam by drainage swales or other FID acceptable alternaives, any dralnage syslams or swales proposed must be located outilde FlD: propertyleasement.
li. Drive banks shall be bull out to the full widlh of the reguired Canal righto 0 -f-way width

Iil. One or both of the drive banks shall be overlatd with 3 inches of Clase II aggregate base for all-weather access and for dust suppression.
iv. Encroachments - All exlsting trees, bushes, debris, fencing, and other structures must be removed wilhin FID's propertyfeasement.
5. Trall - It is FID's understanding that a frall Is master-planned along the Enterprise No. 109 canal bank. As with other developments with tralls proposed along the canals, Fil will not allow the trall to encroach/overlap FID's canal easement. The lollowing requirements are intended for trall projects adjacent to FID-owned propertles and right-of-ways for open canale:
a. FID will not allow the trall easement so be in common use with FID-owned propenty or easements.
b. FID requires all trail improvements be placed outside of FID-owned propertes and easements.
c. FID will not allow any portion of a tree canopy to encroach within lts properties or easements.
d. FID's canals will not accept any drainage from the trall or the canal bank.
e. FID may require some additional improvements be made to the camal depending on the existing canal condition, the proposed frall, and the adjacent development,
6. Canal Access - FID will continue to access the Canal from Leonard Avenue. In orderto access the maintenance road with our larger equipment, FID requires a drive approach wide enough to accommodate the equipment. FID proposes a 50 -foot wide drive approach narrowing to a 20 feat wide drive bank (See attached "Drive Approach in Urban Areas Detall No. 62). The 50 -foot width is defined as starting from the end portion of the bridge/ralling outward (away from the bridge). Every road and canal intersection is difierent and therefore each access will be difierent. The major factors affecting the proposed width will be the angle of the road intersecting the Canal, grade of canal bank vs. Cliy road, median vs. no median, etc.
7. If a fence will be installed between the dovelopment and open canals a block/masonry wall shall be required. Chain-link and wood fencing will no longer be accepted for urban developments.

Ms. Lily Cho
Re: DRC 2017.18 - TMOL86
Aprili 7.2047
P(oge Of
8. FID is experlencling an lincrease in non-permitted heevy vehicle trautc on FiD owned properiyflght-of-way canals due to ceveloper conatruction actuitee. FID requires Owner/Contractor hnetall a temporany access gate or slgnage on one or both drua banks to stop/imft access to dovelopments for construction activtias.
cenoral Comments

1. FID regulres the Developar to submit for FID's approval a gradrig and drainage plan which shows that the proposec devolopmant will not andanger the structural lintegrlty of the Canal, or rexul in oralnage paterne that could adversely afteat FiD.
2. FID requires ils revieu and approval of all mprovement plans which afleot lis propertyleasements and canalipipoline vacilites including but not llmited to Sewors Water, Fresno Metropoltan Flood Control Distriet (FMFCD), Streat, Landscaping, Dry Uullites, and all ofher ulillies.
3. FID requires uts roview and approval of all Private and Publle facittles that enoroach into FID's propertyleasement. If FID allows the encroachment, the Public or Private party will be required to enter into the approprlate agreament which will be determined by FlD.
4. If a ulilly is required to cross the canal, FID will require an mgreament for thet purpose. If will alther be an Encroachment Agreement or Common Use of Easemente Agreement.
5. FID requires the Developer and or the Developer's enginear contact FID at their earliest convenlence to discuss specille requirements.
6. Footings of retaining walls shall not encroach onto FID proporty/easement aroas.
7. For iniomatlonal purposes, FID's Reyburn No. 380 puns westerly along the south side of Bullard Avenue, and crosses DoWoll Avenue approximately 2,600 feel west of the subject property, as shown on the attached FID exhibit map. Should thls project include any street and/or ulllly mpoprovements along Bullard Avenue, DoWoll Avenue, or in the vicinity of this pipelines FID requires li review and approve all plans.
8. For informational purposees, FHD's defferson No. 112 runs southerly and crosses Banstow Avenue and Leonard Avenue approximately 1,700 feat south of the subject proparty as shown on the attached FID exhibll map. Should this project inotude any street and/or utilly improvements along Barstow Avenue, Leonard Avenues of in the vicinlty of this canal, FID requires it review and approve all plans.
9. For informatlonal purposes, an FMFCD owned channel known as the Dog Creak No. 154 runs southerly and crosses Bullard Avenue approximately 1,400 feet east of the subject property, as shown on the altached FID exhlbit map. FID does not own, operate of malntain this channel. FID recommends the applicant contact RMMCD to discuss any right-of-way lssues that may affect FMFCD's Dog Creek No. 154, if the applicant has not already done 80.
10. The proposed development appears to be within the Clity of Clovis Sphere of Influence but lles outside FID's service area. The development and City are not entifled to surfece water allocalions from the Ringe River.

Re: DRC 2017-16 - TM6186
April 7. 2017
Page 5 of 6
11. FID is concerned that the proposed development may negatively impact local groundiwater supplies. The area was historically native or rural residential with minimal to no water use. Under current circumstances the project area is experiencing a modest but continuing groundwater overdrafl. Should the proposed development result in a conversion from imported surface water to groundwater, this cleficlt will increase. FID recommends the City of Clovis require the proposed development balance antlipated groundwater use with sufficient recharge of imported suriace water in order to preclude increasing the area's existing groundwater overdrall problem.
12. It is unclear if the source of water for this development is solely groundwater or a mixture of freated suriace water from FID's Enterprise Canal. If treated surface water will be used, the Clty must acquire additional water from a water purveyor, such as FID for that purpose, so as to nol reduce water supplles to or create water supply deficits in other areas of the City. Water supply issues must be resolved before any further "hardening" of the water supply demand is allowed to take place.
13. The City of Clovis and FID have been working to address water supplies issues for developments outside of the FID service area. We encourage the City to continue towards finding solutions to minimize the impacts of changes in land uses and to millgate any existing adverse water supply impacts within the development areas
14. California enacted landmark legislation in 2014 known as the Sustainable Groundwater Management Act (SGMA). The act requires the formation of local groundwater sustainability agencies (GSAs) that must assess conditions in their local water basins and adopt locally-based management plans. FID and the City of Clovis are members of the North Kings Groundwater Sustainability Agency which will manage the groundwater basin within the FID service area. This area is completely reliant on groundwater pumping and SGMA will impact all users of groundwater and those who roly on it. The City of Clovis should consider the impacts of the development on the Clity's abilly to comply with requirements of SGMA.
15. The above comments are not to be construed as the only request FID will have regarding this project. FID will make addilional comments and requests as necessary as the project progresses.

Thank you for submilling this for our review. We appreciate the opporiunity to review and comment on the subject documents for the proposed project. If you have any questions please feel free to contact Jeremy Landrith at (559) 233-7161 extension 7407 or
JLandrilh@uiresnoirrigation.com.
Sincerely.


Laurence Kimura, P.E. Chlef Engineer

Attachment



NOTES:
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DISTRICT CANAL RIGHT-OF-WAY REQUIREMENTS
REV. 07/24/14 FRESNO IRRIGATION DISTRICT ENGINEERING HANDBOOK PAGE NO. 10

NOTES:

1. DIMENSIONS AND NOTES ARE FOR LAYOUT PURPOSES ONLY. A SCALED DRAWING SHALL BE PREPARED AND SUBMITIED WITH ALL PLAN SETS PRIOR TO CONSTRUCTION.
2. DRAINAGE WHL NOT BE ACCEPTED IN THE CANAL AND SHALL BE ROUTED AWAY FROM FID PROPERIT/ORNE BANKS. SLOPE DRIVE BANKS A MINIMUM OF $2 \%$ AHAY FROM THE CANAL WIIH PROVISIONS MADE FOR RAINFALL. RUNOFF TO BE CONVEYED TO NEAREY PUBLLC STREETS OR DRAINAGE SYSTEM BY DRAINAGE SHALES OR OYHER FID ACCEPYABLE ALTERMATNES.
3. WITHIN FD EASEMENT/RIGHT-OF-WAY AREA, ALL EXISTING TREES, BUSHES, DEERIS, OLO CANAL STRUCTURES, PUMPS, CANAL GATES, AND OTHER NON OR IN-ACIVE FID AND PRIVATE STRUCTURES MUST BE REMOVED.
4. IF AN AGCESS GATE IS PERMITIED BY FID, GATE MUST BE PLACED A MIMMUU OF 115 FT AWAY FROH ROAD, WHERE DRIVE BANK NARROWS YO 20 FT.
5. THREE (3) INCH THICK AGGREOATE BASE MAY BE REQUIRED AT THE ENTRANCE TO EACH DRIVE BANK AS DETERMINED BY FID ENGINEER.
6. DRIVEMAY APPROACH MINMMUM WIDTH TO BE 35 FT.


## DRIVE APPROACH IN URBAN AREAS

| REV. 01/06/15 | FRESNO IRRIGATION DISTRICT ENGINEERING HANDBOOK | PAGE NO. 62 |
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ATTACHMENT 4


ATTACHMENT 5


Attachment 6






FRONT ELEVATION - A (STONE \#1)


FRONT ELEVATION - B (STONE \#I)


FRONT ELEVATION - C (STONE \#I)


FRONT ELEVATION - A (STONE \#2)


FRONT ELEVATION - B (STONE \#2)


FRONT ELEVATION - C (STONE \#2)


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FIRST FLOOR PLAN - C

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468 W. KENOSHA AVE CLOVIS. CA 93619






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SECOND FLOOR PLAN - B


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GENERAL NOTES






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$P$ RON POPE
468 W. KENOSHA AVE CLOVIS. CA 93619






GENERAL NOTES:
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STONE VENEER OPTIONS






FIRST FLOOR PLAN - B

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## GENERAL NOTES <br>         <br>            curn   <br> 



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SECOND FLOOR PLAN - A





FRONT ELEVATION - A (STONE VENEER OPTION \#2)


FRONT ELEVATION - B (STONE VENEER OPTION \#2)








CRAFTSMAN


PLAN I



PLAN 2
3 BEDROOMS $/ 2.5$ BATHS
2. Car garage

FLOOR AREA TABLE
IST FLOOR
2ND FLOOR



PLAN 3
3 BEDROOMS $/ 2.5$ BATHS
2. Car garage

FLOOR AREA TABLE
ITT FLOOR


SPANISH


CRAFTSMAN


FARMHOUSE

PLAN 3
$40^{\prime} \times 65^{\prime}$ PRODUCT
Clovis. California


PLAN 4
$40^{\prime} \times 65^{\prime} \quad$ PRODUCT
Clovis, California


OPT. LOFT
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$\frac{\text { PLAN } 4}{4 \text { BEDROOMS } / 2.5 \text { BATHS }}$
2. CAR GARAGE

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2. Car garage PORCH



SPANISH


COTTAGE


FARMHOUSE



OPTIONAL BEDROOM 4

## PLAN 5

3 BEDROOMS/2.5 BATHS/LOFT / OPT. BED. 4 2. CAR GARAGE

FLOOR AREA TABL
IST FLOOR


SPANISH


COTTAGE


TUSCAN

PLAN 5
$40^{\prime} \times 65^{\prime}$ PRODUCT


LETTERS OF OPPOSITION

May 21, 2019
Steve \& Kathy Ferrasci
8247 E Bullard/8403 E Bullard
Clovis, CA 93619
55-273-3224
Re: GPA2017-05, CUP2017-10A2 TM6186A
To: Dwight Kroll, Lando Ramirez, Bryan Araki
I believe this is the third contractor to attempt building a subdivision on the north east corner of Bullard and Leonard. It has gone from Mc Caffrey with 140 homes which we thought was too many at the time, to Granville with 249 homes. After negotiations with the neighborhood it was brought down to 229 homes, and currently Wathen is wanting 249 homes again. So here we are again with the City Planning Commission hashing all this out after the development (229 homes) was approved by the City Council. This does get old and I it's aging right along with me.

Following is a list of our concerns.

1. Flooding: As you are aware most of the development is in the Flood Zone. Our land is in the flood plan "A". How are we at 8403 E Bullard Clovis, California going to be assured our property will not suffer from future flooding? (photos included of development earlier this year, 2019.)
2. Density: The La Vonna and Bullard development, Grove II, was approved for 80 homes on 20 acres. ( 4 homes/acre) Now the density is back to 249 homes? Why do we even need to rehash this issue when it was approved for 229 homes by the City Council?
3. Ground Water Recharge: With the new density requested for the area of Bullard and Leonard there will be more pavement, which we all know does not allow percolation of surface water. I am concerned that our water wells will be impacted by the density, and tiny yards, causing less percolation.
4. Pup Creek: Has this been taken into consideration? Do we know how the diversion of this underground creek might impact the water wells at 5825 N . Leonard or 8403 E Bullard? How is this creek going to be dealt with?
5. Dust: Concerned about the dust during construction. It was very dusty last year during prep for the homes that were allowed to be built, since that area was outside the flood zone. Air Quality Board was called numerous times. (photos included of last year's dust.)
6. Traffic: Huge impact on our streets and our way of life. I remember as a kid waiting all day for one car to go by. Now I have to wait for lots of cars to go by in order to get out of our driveway. But, that will just have to be lived with
can't move our exit. The original entry/exit on Leonard Avenue was really unfair to my niece's family. Auto lights and noise would directly impact their home life. We requested that the developer move (which should be possible) the entry/exit road that is planned on Leonard. Believe this issue has been taken care of but must be noted in this letter. Since many things that were promised have gone by the wayside.
7. Way of Life: Our family has owned the land directly west of the planned development for over 100 years. Our way of life has been impacted by all the surrounding developments and I realize growth is necessary. I know that we will hold onto our small farm, 20 acres remaining, after Clovis bought 20 acres for the Water Treatment Plant for as long as we can. Our family heritage and all our memories mean more to us than selling out and moving on. We are a rare breed here on this 20 acres most would have just thrown up their hands and said oh well. I just want you all to know how our family feels about our land. I just want to protect our family farm, heritage and way of life for as long as possible.
8. Concerms: Gated community to non-gaited another preferred option with neighborhood changed why? Roberts Street no longer emergency access only. This puts a lot of traffic thru a neighborhood highly occupied with families with children. Medians on Leonard and right turn only exit from driveways. I know that the Clovis Water Plant had an issue regarding this happening in front of the water plant. What is happening with FEMA?

I totally know that the development can not be stopped but I feel our Country Way of Life shouldn't suffer because of over development. We have argued this density in prior years. This is definitely getting to be an ugly issue that we have to keep fighting. We agreed to the Granville number of 229 and would appreciate if the commission would stick to this number. Please reconsider this increase of homes once again.

Most of you know me, Kathy Ferrasci, after all we went through with the Water Treat Plant property acquisition. I do fight to hang onto my country/old Clovis way of life. The Ferrasci and the Andrews family do not plan to sell any of the family farm that I have lived on all my life. My roots are deep.

Thank you for taking my letter in consideration.
Respectfully,
Kathy Ferrasci
8247 E Bullard
Clovis, CA 93619
559-273-3224

City of Clovis

## Subject: May 23, 2019 Meeting, Agenda Item \#4

Good evening,
In a letter sent to the Planning Commission on November 16, 2017 our family outlined several conditions and concerns with the proposed development. Those conditions and concerns were outlined once again at the City Council meeting on 12-17-2017. The concems addressed were aesthetic impacts, environmental setting concerning drainage and flooding, groundwater, and overall impact to the entrance and exit to our home. Over the last year and a half, we have endured the dust, dirt, construction entrance and exit in front of our home, and the delays and destruction of Leonard Ave between Bullard and the Enterprise Canal Bridge. People have dumped trash and animals, and are constantly mud-bogging and using the empty space for their UTV recreation, so I assure you no family wants to see the completion of this project finished more than our family.

Over the course of several outreach meetings and modifications, several modifications and concessions were agreed upon and/or promised by the developer. Members of the City Council themselves stated, that Granville is an excellent community partner and they will address all of the issues and concerns and build a beautiful community. Well, here we are over a year and a half later. The development was sold to another builder and we are back at square 1 , the concessions, modifications and agreements never upheld. The following modifications, concessions and agreements were made but never came to fruition:

1. A Reduction in the total lot count from 249 to 229 lots
2. An Increase in the depth of the lots backing onto Leonard increased by 7 Feet
3. Restricted lots 121 through 124 to a single story restriction. There were also restricts on lots backing up to Leonard not listed.
4. A reduction in density from $6.78 \mathrm{DU} / \mathrm{AC}$ to a revised density of 6.46 . DU/AC.
5. Gated community, with a Home Owners Association to address appearance, security, and other issues expressed by Community Members surrounding the development.
6. Entrance / Exit along Leonard moved to address my families concern regarding traffic coming and going in front of our home and into our bedrooms.
7. Removal of the proposed median on Leonard with Right Turn exit only, which if not removed, would require my family to go around the block to access the rest of our property from our driveway.
8. Park bench along the trail with dedication to the Hagg family

As our family welcomes WCP Developers, LLC to this project and development, we ask that the Planning Commission and the City Council take into consideration the previous agreements, time, money, effort and most importantly families that have occupied this area such as ours for over a 100 years. Our family has spent time, money, and made considerable concessions for the City over "Right of Way", first over the 21 acres where the Water Treatment Plant now sits and recently the over 5,000 square feet needed for the expansion of the bridge on Leonard. Therefore we would ask the Planning Commission, the City of Clovis Council, and WCP Developers, LLC to address and/or honor the previous agreements as follows:

1. Maintain the previously approved number of lots of 229 .
2. Restrict Lots $12-14$, Lot 21 and Lots $230-232$ as currently drawn to single story restriction
3. Entrance and Exit on Leonard modified or moved to address the additional traffic, noise, and light saturation in front of our home as previously agreed upon.
4. Modification of the proposed median on Leonard to allow our family to access the rest of our property without having to go around the block.

We look forward to working with WCP Developers, LLC, the Planning Commission, and the City of Clovis on the completion of this project.


Jason M. Andrews

## Lilly Cha

| From: | Orlando Ramirez |
| :--- | :--- |
| Sent: | Wednesday, May 22, 2019 4:12 PM |
| To: | Lily Cha |
| Subject: | FW: Plans for Wathen Development |

-----Original Message-----
From: Blanca Neves [mailto:ibianca321@gmail.com]
Sent: Wednesday, May 22, 2019 2:06 PM
To: Orlando Ramirez [OrlandoR@ci.clovis.ca.us](mailto:OrlandoR@ci.clovis.ca.us)
Subject: Re: Plans for Wathen Development

## Hi Orlando

I am sorry we have not been able to connect via phone calls. I currently am watching my granddaughters ages 2 and 5 and they occupy a majority of my time. However, The Wathen Development is weighing heavy on my mind and I do have a specific question for you. Are you available for me to call in the next $1 / 2$ hour? My 2 year old granddaughter is down for a nap.

## Sent from my iPhone

> On May 22, 2019, at 8:27 AM, Orlando Ramirez [OrlandoR@ci.clovis.ca.us](mailto:OrlandoR@ci.clovis.ca.us) wrote:
$>$
$>$ Thank you so much for your comments. I will make sure this is included. If you would like to discuss further, I can certainly give you a call today.
$>$
$>$ Sincerely,
$>$
> Lando Ramirez
> Deputy City Planner
> (559) 324-2345
> orlandor@cityofclovis.com
$>$
$>$
$>$
$>$
$>$
> -----Original Message-----
> From: Blanca Neves [mailto:ibianca321@gmail.com]
> Sent: Tuesday, May 21, 2019 10:25 AM
> To: Orlando Ramirez [OrlandoR@ci.clovis.ca.us](mailto:OrlandoR@ci.clovis.ca.us)
> Subject: Re: Plans for Wathen Development
$>$
> Good Morning Mr. Ramirez,
$>$ I would like to have it noted that I am opposed to the revisions of TM6186 from a gated community to a non gated community. In addition, I am asking that the outlot E on Roberts and Agua Dulce stay closed for public traffic. The access openings at Leonard, Bullard and Descanso are sufficient to allow traffic to and out of the neighborhoods. As for noise consideration it would behoove the consideration of having an 8 foot masonry wall butt up along the exterior lots
directly behind existing Grove II lots on Agua Dulce Avenue. I strongly hope that consideration will be given to my requests. In conclusion, I would like the Council to consider in good faith and uphold their previous vote on January 16, 2018 and keep to the development staying at 229 homes and staying as a complete gated community.
$>$
$>$ Respectfully,
$>$
$>$ Blanca E. Neves
> 734 Agua Dulce Ave.
> Clovis, CA 93619
> Ph\# 559-392-3499
$>$
$>$ Sent from my iPhone
$>$
>> On May 20, 2019, at 10:04 AM, Blanca Neves [ibianca321@gmail.com](mailto:ibianca321@gmail.com) wrote:
>>
>> Hi Orlando,
>> Thank you for the attachment. I gave a huge concern regarding your notice to the neighborhood in that no where is there mention of the New development being revised to a "non gated" community. This revision is a significant change to the development and should have been noted in your notice. I would like to discuss concerns with you so please call me ASAP at 392-3499.
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>>> From: Blanca Neves [mailto:ibianca321@gmail.com]
>>> Sent: Thursday, May 09, 2019 3:08 PM
>>> To: Orlando Ramirez [OrlandoR@ci.clovis.ca.us](mailto:OrlandoR@ci.clovis.ca.us)
>>> Subject: Plans for Wathen Development
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>>> Sent from my iPhone
>> < $19-013$ VTTM 6186 B.PDF>
$>$

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Hi Orlando, I would like you to add an additional concern to my previous email to you for the Council to consider. As per our conversation you have confirmed that Lots 12 and 14 here at The Grove II will be granted a previous arrangement with Granville to have single story homes built directly behind their lots. I would like to dispute this by asking for the same equitable offer to also be given the privilege of having a single story home built behind lot 10 of the Grove II which is directly behind my home. I feel this a valid request as I was never approached by Granville to have this in writing as a guarantee. I am basically asking that I be given the same offer and that my request be granted.
Respectfully,
Blanca E. Neves

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## CLOVIS PLANNING COMMIISSION MINUTES <br> May 23, 2019

A regular meeting of the Clovis Planning Commission was called to order at 6:00 p.m. by Chair Hatcher in the Clovis Council Chamber.

Flag salute led by Commissioner Cunningham
Present: Commissioners Antuna, Bedsted, Cunningham, Hinkle, Chair Hatcher

## Absent: None

Staff: Bryan Araki, City Planner<br>Orlando Ramirez, Deputy City Planner<br>Ricky Caperton, Senior Planner<br>Thad Avery, Associate Civil Engineer/CIP Manager<br>Sean Smith, Associate Civil Engineer

1. Consider items associated with approximately 35.43 acres of property located at the southeast corner of Bullard and Leonard Avenues. Las Brisas Builders, Inc., owners; WCP Developers, LLC., applicant/representative.
a. Consider Approval, Res. 19-_, CUP2017-10A2, A request to approve a conditional use permit amendment for the increase in lots, revise house plans, and a revision in circulation, for a 249-lot single-family Planned Residential Development with public and private streets, gated entry, reduced setbacks, reduced lot widths, and increased lot coverage.
b. Consider Approval, Res. 19-_, TM6186A, A request to amend an approved vesting tentative tract map, increasing the lot count from 229-lots to 249-lots, for a singlefamily residential subdivision.

Deputy City Planner Orlando Ramirez presented the staff report.
Chair Hatcher sought clarification, as page 1 of the staff report states that the project will be gated, yet during Deputy City Planner Ramirez's report, he stated that one of the proposed modifications is to make the project ungated. Deputy City Planner Ramirez responded that there had been many modifications and discussions, and the legal notice had already gone out while the staff report was being prepared and thus couldn't be modified.

Commissioner Cunningham noted that on page 107 of the agenda packet, second paragraph, 'on October $1^{\text {st }}, 2019$ ' should read '2017.'

At this point, the Chair opened the floor to the applicant.
Adrienne Burns, Vice President of Forward Planning and Land Development for WathenCastanos Homes, expressed gratitude for staff, provided background on the revisions, and offered to answer any questions.

Commissioner Cunningham inquired as to which company was the initial developer. Ms. Burns responded that it had been Granville Homes.

Commissioner Cunningham followed up with an inquiry as to the reason for Granville stopping midway. Mis. Burns responded that she cannot say, only that it was an opportunity that came before Wathen-Castanos.

Commissioner Cunningham sought confirmation that the applicant understands that their proposal rolls the project back to 'square one' in terms of interaction with the community around the site. Mis. Burns responded that she hopes it is not 'square one,' as they have been in communication with City staff and have been made aware of the neighbors' concerns as well as receiving correspondence.

Commissioner Cunningham inquired as to how many community meetings the applicant had held with the surrounding area residents. Mis. Burns replied that they had not held any community meetings on this project, as they remained in compliance and did their best to minimize the changes to the tract.

Commissioner Cunningham noted that this applicant is seeking to increase the lot count from 229 to 249 , and inquired as to whether they were aware that the previous applicant had done the exact reverse. Ms. Burns responded that they were aware but did not understand the circumstance behind the change, and that when they do a land plan, especially when changing circulation, they try to find the best land plan while maintaining consistency with zoning and the general plan.

Commissioner Cunningham expressed appreciation for Ms. Burns' remarks, then noted that as the applicant is going into a site partly-bordered by an established community, it seems common sense to him to perform outreach and to attempt to mitigate recognized issues before the project reaches the Planning Commission. Not doing so puts the Commission in a difficult position. He also informed that the proposal of placing sidewalks on one side of the streets contradicts a decision made in a joint meeting with the City Council, to require sidewalks on both sides of streets, especially public streets. Ms. Burns informed that the project will remain a PRD despite the lack of gating and requested that the Commission take into consideration the pedestrian circulation pattern as initially proposed in the prior map.

Commissioner Cunningham remarked that though he cannot speak for the other commissioners, he would definitely vote 'no' on this project due to it lacking sidewalks on both sides of the streets. Ms. Burns expressed gratitude for his honesty.

Commissioner Hinkle sought confirmation that Granville had passed on information regarding all of the considerations they had agreed to in discussions with the City and the area citizens. Ms. Burns responded that Wathen-Castanos's review of the considerations was done through review of the conditions of approval and through direct correspondence with the City.

Commissioner Hinkle again sought confirmation that the applicant was aware of the considerations. Ms. Burns responded that they were aware that the lot number had been reduced and she did not know what other considerations were being referred to. Wathen-Castanos had taken the conditions of approval into consideration and attempted to minimize the changes to the map.

Commissioner Hinkle sought confirmation that the applicant was aware that the conditions of approval resulted as an agreement reached by Granville, the City Council, and the neighboring citizens, for the total development. Mis. Burns responded that she was unsure as to what he was referencing.

Commissioner Hinkle sought and received confirmation that the applicant is aware of everything that was approved by the City Council previously for this development. He then sought and received confirmation that the applicant is aware that many of those approvals resulted from meetings with the nearby homeowners, so that it was a joint meeting of minds, with the actions of the Planning Commission therefore being transparent and ensuring that all are in agreement.

Commissioner Hinkle inquired as to the side yard setbacks on the small lots. Ms. Burns responded that they will be four feet on both sides.

Commissioner Hinkle inquired as to whether the applicant was aware of how first responders would enter a backyard if trash containers are placed behind the fence. Ms. Burns responded that this had already been addressed previously with the Planning Commission, when the side setbacks were changed from five-feet and three-feet to four-feet on both sides. The applicant had had first responders on site at that time who had stated that they had no issue accessing the yard, thereby leading to the Planning Commission approving those side yard setbacks.

Commissioner Hinkle stated that discussions since then revolving around ensuring first responder access found such access almost impossible with the trash totes in place, resulting in him being troubled by the side yard setbacks. Ms. Burns responded that she appreciated his honesty, and that another issue with the three-foot side setback was that it did not meet building codes, which had been their primary reason for changing to four-feet on both sides.

Chair Hatcher sought clarification regarding the original agreement for seven single-story lots and the new proposal keeping only four of them. Ms. Burns explained the reasoning behind the difference in their chosen number lots to restrict to single-story from the original map and how they have remained in compliance with the original intent behind the restriction.

Chair Hatcher sought confirmation that the intent behind the restriction was not in regards to numbers but rather in regards to location. Deputy City Planner Ramirez provided clarification on the issue.

At this point, the Chair opened the floor to those in favor.
There being none, the Chair opened the floor to those in opposition.
Kathy Ferrasci of 8427 and 8403 E. Bullard Avenue stated that she did not understand why the applicant could not stay with the previously-approved plan, as one everyone had agreed on. Then she inquired as to what happens to this land if it is never able to get out of FEMA.

Jason Andrews of 5825 N. Leonard Avenue informed that the construction entrances for this project and for an adjacent Bonadelle development are in front of his house. He stated that one of the mitigations from the original Granville proposal was the relocation of the development entrance, the location of which is a major concern for his family, especially with the adjacent Bonadelle development. He also expressed concern regarding the proposed median on Leonard Avenue and the effect it would have on his ability to access his property. The street has been in a state of construction for two years, which leads him to wanting this development to begin. On
the other hand, he also wants previous agreements to be honored. Finally, he remarked that it is interesting to him that the original applicant owns the property but a new developer will be doing the building, and he wondered if returning to the previous developer would prompt a return to the previous, agreed-on and approved proposal.

Blanca Neves of 734 Agua Dulce expressed her concern that there is backpedaling on issues previously agreed on. She and her family moved into the Bonadelle development in part because they were told that this site under review would hold a gated community. She looks forward to the resolution of several problems that would result from construction being completed, and pleads for the development to actually happen while returning to what was previously approved. As a possible concession, she suggested leaving Outlot E as a closed, fenced off area only open to emergency vehicle access, believing that more exit points add to traffic congestion and safety issues. She also requested that the Planning Commission rectify the fact that only two property owners on Agua Dulce Avenue were offered the opportunity to restrict the lots behind them to single-story construction, despite there being approximately seventeen such property owners, including herself.

At this point, the Chair reopened the floor to the applicant.
Ms. Burns addressed the various issues that had been brought up.
At this point, the Chair closed the public portion.
Commissioner Antuna sought clarification from staff regarding the median and traffic circulation issues. Assistant Civil Engineer Smith provided a detailed explanation.

Commissioner Cunningham expressed his understanding and sensitivity to the ongoing situation of the area homeowners and remarked that, though Wathen-Castanos is a reputable builder, and with no disrespect to Ms. Burns, he is uneasy with this proposal. The previous developer had worked well and reached at least acquiescence with the neighbors, but the current developer seems to be displaying, to his mind, an attitude that they can disregard the neighbors as long as they comply with regulations and laws. He finds this unfortunate and believes that the City Council will have an interesting reaction to such an attitude. He is struggling with the changes that seem diametrically opposed to the previous project and so will vote against this proposal.

Commissioner Hinkle expressed agreement with many of Commissioner Cunningham's statements. Commission and Council have spent a lot of time on this project but the developer has not spent any time at all talking with the neighbors. Part of Clovis is everyone sharing ideas to create communities everyone can be happy with, yet he sees none of that with this project. He stated his belief that not having sidewalks on both sides of the street will create ADA problems. People often become handicapped later in life, after purchasing a home, and so simply buying a house on the side with sidewalk isn't a feasible option. He is against developments with singleside sidewalks, and knowing that one of the initial problems with the original proposal was lack of communication, he has a hard time voting for this project.

Assistant Civil Engineer Smith pointed out for the Commission's consideration that one of the Engineering Division conditions requires sidewalks on both sides of the streets, as the Division is under the impression that the applicant can make it work.

Commissioner Bedsted remarked that, as the newest member of the Commission, he prefers to get the history of projects and staff did a good job of providing that, allowing him to learn from
precedents already set. He expressed appreciation for staff's report and for the applicant's rationale for how they reached the changes they've proposed. However, he shares his fellow commissioners' wish for more collaboration with the neighbors, as there had been a lot of such before the original project approval. Both the residents and the Commission want to see this area built out, and the Commission wants to promote responsible growth. Inherent in that is collaborating with neighbors, especially on something that may be controversial. It is hard for him to not hear the voice of the neighbors, who feel like the goal line was moved; happy or not, everything had been settled before and now it is no longer. Clovis is promoted as bike-able and walkable, and the Commission takes safety seriously. He would like to see this move forward but shares in the concerns he has heard tonight and believes there was a better approach to be taken.

Commissioner Antuna inquired as to whether this project could be continued to a date uncertain rather than taking a vote, as the Commission wishes for there to be more communication between the developer and the neighbors without starting over again from the beginning. City Planner Araki provided several options available to the Commission.

Chair Hatcher inquired of the applicant as to whether they would like to be offered a continuance after seeing how the meeting had been going, or if they would prefer that the Commission take a vote. Ms. Burns responded that they would be willing to do sidewalks on both sides of the streets, and that though it may have been shortsighted of them not to have any neighborhood meetings, it had been their understanding that a lot of work and effort, including neighborhood outreach and negotiations, had gone into putting together the original conditions, so they took that as being what the neighborhood had agreed to. She concluded by asking for a vote.

Chair Hatcher sought and received confirmation that the applicant was aware that having sidewalks on both sides would not be an issue, as it is a condition of approval and therefore going forward their land plan would have to include them.

Chair Hatcher expressed her understanding that Wathen-Castanos was put in a hard spot, taking ownership when their lot sizes and houses are different from those of the original developer, which enables them to fit twenty more houses on the site. She expressed agreement with Ms. Burns' statement that it was maybe shortsighted not to have any communication with neighbors, knowing that getting input from the City Council and the neighbors in terms of lot sizes and count had a substantial effect, and that the lot count is just one small portion of the changes from what had been presented before. She is glad to see full driveways, as that has been a previous point of contention for the Commission, as well as sidewalks on both sides. However, she agrees with her fellow commissioners that there needs to be more outreach and communication, and expressed that she also cannot vote for the project as presented tonight.

At this point a motion was made by Commissioner Cunningham and seconded by Commissioner Antuna to deny CUP2017-10A2. The motion was approved by a vote of $5-0$.

At this point a motion was made by Commissioner Cunningham and seconded by Chair Hatcher to deny TM6186A. The motion was approved by a vote of 5-0.

CITYof CLOVIS REPORTTOTHECITYCOUNCIL

TO: $\quad$ Mayor and City Council
FROM: Administration
DATE: June 17, 2019

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

None.
Please direct questions to the City Manager's office at 559-324-2060.

TO: Mayor and City Council
FROM: Administration
DATE: June 17, 2019

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

None.
Please direct questions to the City Manager's office at 559-324-2060.


[^0]:    Employees who are considered "Classic" employees with CaIPERS are not eligible for the match.

[^1]:    TM6186A- Figure 2

