



CITY *of* CLOVIS

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

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

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

July 15, 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 Pro Tem Flores
Flag salute led by Councilmember Whalen

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

1. None.

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

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

CONSENT CALENDAR - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

2. City Clerk – Approved - Minutes for the July 1, 2019 Council Meeting.
- 2a. Community and Economic Development – Approval - Authorizing the City Manager to execute the Sierra Vista Mall Assignment and Assumption Agreement between the City of Clovis and Comm 2006-C8 Shaw Avenue Clovis, LLC and and Sierra Vista Realty, LLC, Sierra Vista CHC LLC, and Sierra Vista Nassim, LLC, as represented by Namdar, LLC.
3. General Services - Approval - Res. 19-____, Amending the Management Benefit Summary, the Executive Management Benefit Summary, and the Represented Employees Benefit Summary.
4. General Services – Approval – Res. 19-____, Authorizing Amendments to the Senior Fire Prevention Officer Classification.
5. General Services – Approval – A One-Year Contract Extension with Environment Control for City-wide Janitorial Services from September 22, 2019 through September 21, 2020.
6. General Services – Approval – Res. 19-____, Authorizing the Execution of the Certifications and Assurances for the FY 2019-20 California State of Good Repair Program.
7. General Services – Approval - Claim Rejection of General Liability Claim for Stacey Lynn Horne.
8. General Services – Approval - Claim Rejection of General Liability Claim for Tyler A. Horne.
9. Planning and Development Services - Approval – Final Acceptance for CIP 19-05, ADA Ramp Project 2019.
10. Planning and Development Services - Approval – Partial Acceptance for Final Map for Tract 6080, located at the southwest area of Ashlan and Highland Avenues (Ashlan/Highland No.1, LP – McCaffrey Homes).
11. Public Safety - Approval – Waive the City's usual purchasing requirements and authorize the purchase of the Tyler New World Brazos mobile phone application to allow more efficient workflows and integration with the court system.

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.

12. Consider Approval - Res. 19-____, CUP2019-005, A request to approve a conditional use permit for a 23-lot single-family planned residential development with public streets, reduced setbacks and increased lot coverage for property located at the northwest corner of Ashlan and Locan Avenues. Wilson Premier Homes, Inc., owner/applicant; Harbour & Associates, representative.

Staff: George González, Associate Planner

Recommendation: Approve

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

13. None.

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

14. Consider Adoption - **Ord. 19-09**, An Ordinance of the City Council of the City of Clovis Amending Section 5.6.09, subsection (a) of Chapter 5.6 of Title 9 of the Clovis Municipal Code Regarding the Maximum Number of Card Tables Allowed in a Card Room. (Vote: 4-1 with Councilmember Whalen voting no)

Staff: John Holt, Assistant City Manager

Recommendation: Approve

15. Consider Adoption - **Ord. 19-10**, Amending Various Sections of the Municipal Code Relating to Development Fees. (Vote: 3-0-2 with Councilmember Flores and Councilmember Whalen absent)

Staff: Sean Smith, Associate Engineer/DRU Manager

Recommendation: Approve

16. Consider Approval – Revised, Amended, and Restated Cooperative Agreement between Fresno Irrigation District and City of Clovis for Water Utilization and Conveyance, and making the determination that the agreement is exempt from CEQA; and Consider Approval – Firm Surface Water Supply and Purchase Agreement.

Staff: Scott Redelfs, Public Utilities Director

Recommendation: Approve

17. Consider – A Request from a Resident for the City to Allow Comfort Animals in the Clovis Senior Activity Center.

Staff: Amy Hance, General Services Manager

Recommendation: Deny

CITY MANAGER COMMENTS

COUNCIL ITEMS

18. 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.

19. Government Code Section 54956.9
CONFERENCE WITH LEGAL COUNCIL-ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54946.9 (Deciding Whether to Initiate Litigation): 1 Case

ADJOURNMENT

Future Meetings and Key Issues			
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
Oct. 7, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Oct. 14, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber
Oct. 21, 2019 (Mon.)	6:00 P.M.	Regular Meeting	Council Chamber



CITY *of* **CLOVIS**

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: July 15, 2019

PRESENTATIONS/PROCLAMATIONS

None.

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

CLOVIS CITY COUNCIL MEETING

July 1, 2019

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Bessinger
Flag Salute led by two Boy Scouts

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

PRESENTATION 6:02

1. PRESENTATION OF PROCLAMATION RECOGNIZING JULY AS PARKS AND RECREATION MONTH.

Councilmember Ashbeck presented a proclamation to Parks Manager Eric Aller recognizing July as Parks and Recreation month.

PUBLIC COMMENTS 6:08

Tom Richardson, resident, commented on a recent events at the Elks Lodge and thanked Mayor Bessinger and Councilmember Mouanoutoua for their participation in the events.

Monica Carter, resident, commented on a park that was built near her home 29 years ago and requested assistance in getting her small park near Shaw and Temperance Avenues refurbished due to age.

CONSENT CALENDAR 6:14

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, that the items on the Consent Calendar be approved. Motion carried 3-0-2 with Councilmembers Flores and Whalen absent.

2. City Clerk – Approved - Minutes for the June 17, 2019 Council Meeting.
3. Community and Economic Development - Approved – **Res. 19-94**, Supporting the County of Fresno's Homelessness Priorities for Calendar Year 2019.
4. Community and Economic Development - Received and Filed – Business Organization of Old Town (B.O.O.T.) Fourth Quarter Report, April through June 2019.
5. Finance - Received and Filed – Investment Report for the month of April 2019.
6. Finance - Received and Filed – Treasurer's Report for the month of April 2019.
7. Finance - Approved - **Res. 19-75**, Measure C Extension Local Transportation Pass through Revenues Certification and Claim Forms for 2019-20.
8. General Services – Approved – **Res. 19-76**, Ratifying Workers' Compensation Insurance Coverage for Injury Sustained by Peace Officers While Off-Duty Outside the State of California.
9. General Services – Approved – **Res. 19-77**, Amending the City's Classification and Compensation Plans to Include the Engineer I, Engineer II, Civil Engineer and Supervising Civil Engineer Classifications; and Approved - **Res. 19-78**, Amending the

City's Position Allocation Plan in both Planning and Development Services and Public Utilities by adding the Engineer I, Engineer II, Civil Engineer and Supervising Civil Engineer Classifications and deleting the Junior Engineer, Assistant Engineer, Associate Engineer Classifications.

10. General Services – Approved - **Res. 19-79**, Adopting Wage and Benefit Changes for City of Clovis Management Employees for FY2019-2020, FY2020-2021 and FY2021-2022.
11. General Services – Approved – **Res. 19-80**, Approving a Memorandum of Understanding between the City of Clovis and the Transit Employees Bargaining Unit.
12. General Services – Approved – **Res. 19-81**; Approving a Memorandum of Understanding between the City of Clovis and the Clovis Professional and Technical Association.
13. General Services – Approved – **Res. 19-82**, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Employees Association.
14. General Services – Approved – **Res. 19-83**, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Public Works Employees Affiliation.
15. General Services – Approved – **Res. 19-84**, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Technical and Financial Professionals.
16. General Services – Approved – **Res. 19-85**, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Public Safety Employees Association.
17. General Services – Approved – **Res. 19-86**, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Firefighters Association.
18. Planning and Development Services - Approved - Bid Award for CIP 13-02, Shepherd and Minnewawa Traffic Signal, and; Authorize the City Manager to execute the contract on behalf of the City.
19. Planning and Development Services - Approved - Bid Award for CIP 17-14, Temperance Avenue Street Improvements from Shaw Avenue to Barstow Avenue, and; Authorize the City Manager to execute the contract on behalf of the City.
20. Planning and Development Services - Approved – **Res. 19-87**, Final Map for Tract 6209, located in the southwest area of Shepherd Avenue and Locan Avenue (Valley Coastal Development, LLC, a Limited Liability Company – Granville Homes).
21. Planning and Development Services - Approved – **Res. 19-88**, Annexation of Proposed Tract 6209, located in the southwest area of Shepherd Avenue and Locan Avenue, to the Landscape Maintenance District No. 1 of the City of Clovis (Valley Coastal Development, LLC, a Limited Liability Company – Granville Homes).
22. Public Safety - Approved - **Res. 19-89**, Amending the Police Department's Budget for FY 2019-2020 to reflect the Department of Alcoholic Beverage Control 2019-2020 GAP grant award in the amount of \$46,334.
23. Public Utilities – Approved – Award Non-Exclusive Franchise Agreement for Hauling of Construction and Demolition Debris to the following applicants: Orange Avenue Disposal, Inc. (DBA Industrial Waste & Salvage); Kroeker, Inc.; Allied Waste Services of North America, LLC (DBA Allied Waste Services of Fresno); North Cal Hauling Company; USA Waste of California, Inc. (DBA Waste Management); Mid Valley Disposal; Nick's Trucking, Inc.; and Mini Dumpsters of Fresno, LLC.
24. Public Utilities – Approved – **Res. 19-90**, Declaring the City's Intent to Reimburse Expenditures Related to the Purchase of Police Vehicles from Tax Exempt Lease Purchase Financing; and Authorize the City Manager to Sign the Lease Purchase Agreement and Related Documents, Waive the City's Formal Bidding Requirements, and

Authorize the Purchase of Police Vehicles off of the Sourcewell Purchasing Contract from National Auto Fleet Group.

PUBLIC HEARINGS

25. 6:15 - APPROVED INTRODUCTION - **ORD. 19-10**, AMENDING VARIOUS SECTIONS OF THE MUNICIPAL CODE RELATING TO DEVELOPMENT FEES; AND CONSIDER APPROVED - **RES. 19-91**, REVISING THE MASTER DEVELOPMENT FEE SCHEDULE AND PROVIDING A DESCRIPTION OF FEES TO BE REQUESTED FOR COUNTY ADOPTION

Associate Civil Engineer Sean Smith presented a report on a recommendation to amend various sections of the Municipal Code relating to Development Impact Fees (DIF), and approve a resolution revising the Master Development Fee Schedule and providing a description of fees to be requested for Fresno County adoption.

Staff proposes updates to the DIF program as follows:

- Update Parks, Fire, Police, Bridge, Water Meter, and Street Administration Fees based on updated cost studies.
- Update all other fees based on the construction cost index (4.2%) as provided for in the municipal code.

For the proposed update, the overall percentage increase in the fees for residential projects ranges from 9% to 11% (\$1,800 to \$2,200 per unit) depending on density. The percentage increase for non-residential varies from 8% to 12% (\$7,500 to \$15,400 per acre) depending on land use and location. Staff is recommending approval of the ordinance change necessary to implement the interest revision and approval of the resolution to revise the fee rates. Mike Prandini, representing the Building Industry Association (BIA), commented on the proposed fees and indicated that the BIA does not oppose the proposed fees but requested that Council direct staff to meet with the industry on future development impact fees to explore options to reduce the overall fees. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve the introduction of an ordinance amending various sections of the Municipal Code relating to Development Fees, and approve a resolution revising the Master Development Fee Schedule and providing a description of fees to be requested for Fresno County adoption. Motion carried 3-0-2 with Councilmembers Flores and Whalen absent.

26. 7:02 - APPROVED – **RES. 19-92**, ESTABLISH CITY OF CLOVIS UNDERGROUND UTILITY DISTRICT NO. 8 ALONG BULLARD AVENUE BETWEEN MINNEWAWA AND WOODWORTH AVENUES

Civil Engineer Thad Avery presented a report on a request to establish Underground Utility District No. 8 and use our PG&E allocation of funding for undergrounding of overhead facilities.

Resolution 19-68 set a Public Hearing for the July 1, 2019, City of Clovis Council session to establish Underground Utility District No. 8 and use our PG&E allocation of funding for

undergrounding of overhead facilities. The Underground Utility District Committee recommended that Bullard Avenue between Minnewawa and Woodworth Avenues be selected so that Pacific Gas & Electric (PG&E) could begin the design, and ultimately the underground installation, of the overhead utility services running along Bullard Avenue from Minnewawa Avenue traversing east to Woodworth Avenue. There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve a resolution establishing Underground Utility District No. 8 and use our PG&E allocation of funding for undergrounding of overhead facilities. Motion carried 3-0-2 with Councilmembers Flores and Whalen absent.

27. 7:08 - APPROVED – **RES. 19-93**, ACCEPTING THE ENGINEER'S REPORT FOR AD 95-1 (BLACKHORSE ESTATES) AND IMPOSING ASSESSMENTS FOR THE 2019-2020 FISCAL YEAR

City Engineer Mike Harrison presented a report on a request to approve a resolution accepting the Engineer's Report for AD 95-1 (Blackhorse Estates) and imposing assessments for the 2019-20 fiscal year.

On May 1, 1995, the City Council of the City of Clovis approved Resolution No. 95-42 forming the street maintenance Assessment District (AD) 95-1 within Tract 4299A, Blackhorse Estates.

Blackhorse Estates is divided into two areas, Area 1 has 45 homes and Area 2 has 81 homes, for a total of 126 homes. Each area is a gated community where each home is assessed an annual amount to pay for maintenance of the common areas and the gates. The nature of the form of governance of the areas has become a challenge over the years. The reality is that there is no formal governance to manage the maintenance of the two areas.

The City has contracted with Pacific Central Management Corporation to manage maintenance for AD 95-1. Pacific Central has been able to provide comprehensive management services without increasing any costs for several years.

The Assessment District Engineer's Report for 2019-2020 was prepared by Francisco and Associates who worked with staff to arrive at estimated costs for the coming fiscal year. The costs reflect a status quo level of service with 3% inflation. The report showed the district could be operated on the same assessments as imposed in Fiscal Year 2018-19, and no increase in assessments is recommended. Therefore, no property owner vote is required this year. The recommended action before the Council is to approve a resolution accepting the Engineer's Report and imposing the assessments (no change) for Fiscal Year 2019-2020.

Sam Reed, area resident, commented on certain landscape work performed at the location and dissatisfaction with the property manager, and lack of street sweeping. Craig Dewey, area resident, commented on the issues associated with his Area 2 Assessment District. He also requested that council direct staff on to work on calculating the reserve amounts and what he believes to be a disparity. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve to approve a resolution accepting the Engineer's Report for AD 95-1 (Blackhorse Estates) and imposing assessments for the 2019-20 fiscal year. Motion carried 3-0-2 with Councilmembers Flores and Whalen absent.

CORRESPONDENCE

28. NONE.

ADMINISTRATIVE ITEMS

29. NONE.

CITY MANAGER COMMENTS 7:43

City Manager Luke Serpa commented on the upcoming Citizens' Academy scheduled in September.

COUNCIL ITEMS

30. 7:47 - APPROVED – CHANGE OF COUNCIL MEETING SCHEDULE

City Manager Luke Serpa presented a report on a request to cancel the meeting of July 8, 2019. There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to take action to cancel the meeting of July 8, 2019. Motion carried 3-0-2 with Councilmembers Flores and Whalen absent.

31. Council Comments

Councilmember Ashbeck commented staff on bringing back the Citizens Academy; reported out on attending a North Kings Groundwater Supply Agency meeting; and requested staff return to City Council in fiscal year 2019-20 with an update on funding for Business Organization of Old Town; and that she will not be at the September 3, 2019 council meeting.

Mayor Bessinger indicated that he would not be at the July 15, 2019 meeting.

CLOSED SESSION

32. NONE.

Mayor Bessinger adjourned the meeting of the Council to July 15, 2019

Meeting adjourned: 7:51 p.m.

Mayor

City Clerk



AGENDA ITEM NO: 2a
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: July 15, 2019

SUBJECT: Approval - Authorizing the City Manager to execute the Sierra Vista Mall Assignment and Assumption Agreement between the City of Clovis and Comm 2006-C8 Shaw Avenue Clovis, LLC and and Sierra Vista Realty, LLC, Sierra Vista CHC LLC, and Sierra Vista Nassim, LLC, as represented by Namdar, LLC.

ATTACHMENTS: 1) Transfer Request Letter dated June 24, 2019
2) Proposed Assignment and Assumption Agreement
3) Sierra Vista Mall Sales Tax Participation Agreement

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to authorize the City Manager to enter into an Assignment and Assumption Agreement for the Sales Tax Participation Agreement between the City of Clovis and Comm 2006-C8 Shaw Avenue Clovis, LLC and Sierra Vista Realty, LLC, Sierra Vista CHC LLC, and Sierra Vista Nassim, LLC, as represented by Namdar, LLC.

EXECUTIVE SUMMARY

In June of 2017, the City of Clovis and the owner of Sierra Vista Mall (Comm 2006-C8 Shaw Avenue Clovis, LLC) entered into a Sales Tax Participation Agreement to encourage investment in the regional mall. The mall owners have been seeking a buyer for the property and have reached a sales agreement with Sierra Vista Realty, LLC, Sierra Vista CHC LLC, and Sierra Vista Nassim, LLC, as represented by Namdar, LLC. Comm 2006-C8 Shaw Avenue Clovis, LLC per the Sales Tax Participation Agreement has requested the Agreement be transferred to the new owners. Namdar, LLC is a large retail property owner and meets the terms of the Sales Tax Participation Agreement for allowable transfers if approved by Council. Staff is recommending approval.

BACKGROUND

In June of 2017, the City of Clovis and the owner of Sierra Vista Mall (Comm 2006-C8 Shaw Avenue Clovis, LLC) entered into a Sales Tax Participation Agreement to encourage investment in the regional mall. In 2016 LNR approached the City to discuss the current partnership and proposed making a \$23,000,000 investment in the mall. This investment includes expenditures that would increase revenue; another \$10,000,000 was proposed or had been spent on general maintenance of the mall. The proposed \$23,000,000 revenue generating investment included remodeling the theater, constructing additional leasable space, incentives toward leases and the majority of investment on tenant improvements. Thus far the mall has spent \$8,152,151 in investment in the mall and has increased taxable sales by approximately 5%.

The mall owners have been seeking a buyer for the property and have reached a sales agreement with Namdar, LLC. Comm 2006-C8 Shaw Avenue Clovis, LLC per section 5.1 of the Sales Tax Participation Agreement has requested the Agreement be transferred to subsidiaries of the new owner, Namdar, LLC. (See Attachment 1)

The new ownership structure is the following:

- Sierra Vista Realty, LLC – 70% interest
- Sierra Vista CH LLC – 25% interest
- Sierra Vista Nassim LLC – 5% interest

Namdar, LLC is a large retail property owner and meets the terms of the Sales Tax Participation Agreement for allowable transfers if approved by Council. Namdar, LLC currently owns 100 properties with over 26 million square feet of commercial real estate nationwide.

Staff is recommending approval and will work with the new owners of the mall to encourage investment in the mall.

FISCAL IMPACT

The approval of the proposed agreement would not increase the City's costs for the Sales Tax Sharing Agreement. Any growth in revenues at Sierra Vista Mall would benefit the City with additional revenues.

REASON FOR RECOMMENDATION

The proposed Agreement allows for the existing Sales Tax Sharing Agreement to stay in place, encouraging the new owner to make investments as soon as possible, achieving the goal of the mall being a vibrant retail destination in Clovis. It also encourages the mall to pursue tenants that produce sales tax which is critical to the City in the long term.

ACTIONS FOLLOWING APPROVAL

The City Manager will execute the Assignment and Assumption Agreement.

Submitted by: Andrew Haussler, Director of Community and Economic Development





June 24, 2019

VIA HAND DELIVERY

City Manager
The City of Clovis
1033 Fifth Street
Clovis, California 93612

Re: Sales Tax Participation Agreement By and Between the City of Clovis (the "City") and COMM 2006 – C8 Shaw Avenue Clovis, LLC ("Participant") dated as of June 1, 2017 (the "Agreement")

Dear Sir:

Pursuant to Section 5.1 of the Sales Tax Participation Agreement dated June 1, 2017, Participant is hereby requesting formal approval from the City to transfer its interest in the Agreement to Namdar Realty Group, the entity controlling the prospective buyer of the Sierra Vista Mall (the "Property").

Participant is under contract to sell its interest in the Property with a scheduled closing date of July 16, 2019. Namdar Realty Group is a well-known shopping center development and management company with corporate offices in Great Neck, NY. Attached to this letter is a summary of the background of Namdar Realty Group and a partial list of owned properties in their portfolio.

The buyer's legal entities to take title to the Property are as follows:

SIERRA VISTA REALTY LLC, a California limited liability company, as to an undivided 70% interest, SIERRA VISTA CH LLC, a California limited liability company, as to an undivided 25% interest and SIERRA VISTA NASSIM LLC, a California limited liability company, as to an undivided 5% interest, as tenants in common

The principal contact for
Buyer is:

Igal Namdar
150 Great Neck Road, Suite 304
Great Neck, NY 11021
(516)-773-0010
igal@namdarllc.com

Thank you for your time and consideration in approving Namdar Realty Group/the buyer as transferee of the Sales Tax Participation agreement with the City of Clovis.



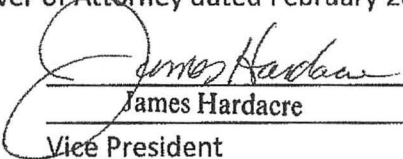
Sincerely,

OWNER/PARTICIPANT

COMM 2006 – C8 Shaw Avenue Clovis, LLC
a Delaware limited liability company

By: Wells Fargo Bank, N.A. as successor to La Salle
Bank National Association, as Trustee for the
Registered holders of COMM 2006-C8 Commercial
Mortgage Pass-Through Certificates, its sole member

By: LNR Partners, LLC
A Florida limited liability company,
Its Attorney-in-fact under that certain Limited
Power of Attorney dated February 20, 2008

By: 
James Hardacre
Vice President

c. Igal Namdar (via email) igoal@namdarllc.com



In 1987 Igal Namdar started his own business in a jewelry company and by the year 2000 he started to move most of his equity from jewelry to Real Estate. In 2000 Igal Namdar started Namdar Realty Group (NRG), a privately held investment and management firm in Real Estate. Currently NRG has invested in over 100 properties equaling over 26 million square feet of commercial real estate nationwide.

His primary areas of investments are: The New York Metropolitan area, the North East, South East and Mid-West and most recently the West Coast. Igal has extensive experience in acquisitions/dispositions, financings/re-financings, management and leasing of office and retail buildings. Igal's management company is the primary manager of all of the properties listed below, many of which are owned with minority partners, Matin Hakimi, Omid Hakimi and Elliot Nassim. His proven track record can be highlighted by his strength in identifying good investment opportunities and buying the asset at the right price. In addition to the properties listed in the following list, Igal recently purchased Wenatchee Mall in Wenatchee, Washington and Sunrise Mall in Citrus Hills, California. Igal and his partners are currently under contract to purchase the Ground Lease and small fee interest Sierra Vista Mall, California.

A partial list of Properties Owned is set forth on the following page.



NAMDAR

REALTY GROUP

The following are a list of several properties that we own:

Amityville, NY	25,000	Shopping Center	Hanover, PA	452,457	Mall	New York, NY	9,200	
Atmore AL, AL	73,749	Shopping Center	Hastings, NE	925,500	Retail	New York, NY	6,000	Mix Use Building
Baldmore, MD	40,000	Retail	Hauppague, NY	152,000	Office Building	New York, NY	1,300	Retail Coop
Boubornais, IL	384,975	Shopping Center	Hazelwood, MO	1,194,400	Retail	Newburgh, NY	386,075	Retail
Brevard County, FL	475,587	Shopping Center	Holland, MI	176,150	Retail	Patchogue, NY		Mix Use
Browton, AL	98,261	Shopping Center	Huntington Station, NY	22,000	Medical Center	Phillipsburg, NJ	577,138	Mall
Browton, AL	65,600	Retail	Indianapolis, IN	185,589	Shopping Center	Port Richey, FL	437,420	Retail
Calumet City, IL	813,770	Shopping Center	Indianapolis, IN	27,400	Shopping Center	Portsmouth, OH	79,808	Shopping Center
Camden County, NJ	83,114	Retail	Indianapolis, IN	116,318	Shopping Center	Richmond, MI	95,000	Shopping Center
Campbellsville, KY	34,000	Shopping Center	Islandia, NY	63,699	Office Building	Saginaw, MI	446,741	Retail
Canton, OH	45,000	Shopping Center	Ithaca, NY	622,187	Retail	St Fayetteville AR, AR	598,223	Retail
Carbondale, IL	576,484	Shopping Center	Jackson, MS	11,000	Shopping Center	Stark County, OH	450,000	Retail
Cedar Fall, IO	415,000	Mall	Jacksonville, FL	219,735	Retail	Staten Island, NY	11,000	Retail
Centerwch, NY	47,500	Shopping Center	Knoxville, TN	180,000	Retail	Tallmadge, OH	152,000	Retail
Chambersburg, PA	454,500	Retail	Knoxville, TN	180,000	Retail	Towanda, PA	266,612	Retail
Cleveland, OH	6,627	Retail	Lansing, IL	319,588	Retail	Trotwood, OH	141,616	Retail
Cleveland, OH	615,573	Retail	Lansing, MI	400,000	Office Building	Tulsa, OK	190,000	Shopping Center
College Station, PA	533,127	Mall	Lorain, OH	185,000	Shopping Center	Unlertown, PA	700,650	Retail
Colorado Springs, CO	452,000	Mall	Malone, NY	178,500	Shopping Center	W. Hempstead, NY	2,800	Shopping Center
Columbus, IN	20,464	Retail	Manhasset, NY	58,000	Office Building	Waterloo, IA	668,546	Retail
Columbus, OH	67,500	Shopping Center	Maple Heights OH, OH	103,000	Retail	Webster, PA	56,765	Retail
Columbus, OH	205,834	Retail	Marion, IL	91,000	Retail	Webster, PA	201,430	Retail
Commack, NY	21,000	Retail	Mastic, NY	47,000	Shopping Center	Weirton, WV	171,000	Shopping Center
Commack, NY	37,000	Retail	Matteson, IL	299,198	Retail	West Mansfield, OH	157,000	Shopping Center
Concord, NH	481,722	Mall	Matteson, IL	181,169	Retail	West Milfillin, PA	84,279	Retail
Coram, NY	28,000	Retail	Madford, NY	50,000	Office Building	West Palm Beach, FL	130,000	Shopping Center
Council Bluffs, IA	600,000	Retail	Monaca, PA	949,039	Retail	Westland, MI	689,899	Retail
East Meadow, NY	51,000	Shopping Center	Mt Hope, WV	460,600	Retail	Winchendon, MA	15,000	Retail
Elyria, OH	146,000	Shopping Center	Muskogon, MI	256,724	Mall	Ypsilanti, MI	162,000	Retail
Fairborn, OH	98,651	Retail	New Hydo Park, NY	20,000	Shopping Center			
Fairfield, AL	293,496	Retail	New York, NY	2,500	Retail Condo			
Fayetteville, NC	273,340	Retail	New York, NY	4,000	Retail			
Flint, MI	169,000	Shopping Center	New York, NY	8,000	Rental Condo			
Gastonia, NC	211,907	Shopping Center	New York, NY	2,000	Retail			
Grand Island, NE	540,733	Retail	New York, NY	2,000	Retail			
Great Neck, NY	46,758	Office Building	New York, NY	9,000	Mix Use			
Griffith, IN	130,000	Shopping Center	New York, NY	2,000	Retail Condo			

150 Great Neck Road | Suite 304 | Great Neck, NY 11021
Ph: (516) 773-0010 | Fax: (516) 773-0030

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered as of _____, 2019 (the "Assignment Effective Date"), by and between COMM 2006 – C8 SHAW AVENUE CLOVIS, LLC, a Delaware limited liability company ("Assignor"), NAMDAR REALTY GROUP, LLC, a New York limited liability company ("Assignee"), and the CITY OF CLOVIS ("City").

RECITALS

A. Assignor is the current owner and ground lessee of certain real property and improvements located in the City of Clovis, State of California, commonly known as "Sierra Vista Mall" (referred to herein as the "Shopping Center").

B. The City and Assignor entered into a Sierra Vista Mall Sales Tax Participation Agreement effective as of June 1, 2017 (the "Agreement") by which the City agreed to provide specified financial assistance to Assignor for certain improvements made to the Shopping Center or amounts expended by Assignor including, but not limited to, remodeling of tenant spaces, lease commissions, relocation allowances and construction of new building to house tenants, from sales tax revenue generated by the Shopping Center.

C. Assignor now wishes to sell the Shopping Center to Assignee and assign to Assignee all of its rights, interest in and to, and obligations under the Agreement to Assignee, and Assignee desires to acquire the Shopping Center from Assignor, and accept assignment of the Agreement from Assignor and assume all of the obligations under the Agreement.

D. City's approval of the sale of the Shopping Center is not required, but the Agreement requires City's approval of the assignment of the Agreement.

E. City is willing to approve and consent to the assignment of the Agreement by Assignor in accordance with the terms of this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee, and City hereby agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's rights, title, interest in and to, and all of Assignor's obligations under the Agreement from and after the Assignment Effective Date.

2. Assumption. Assignee hereby acknowledges that it has read and understands the Agreement and this Assignment, and has had the opportunity to consult with legal counsel of its own choosing in connection with this Assignment, and is fully informed as to the terms, conditions, rights, obligations, and covenants of this Assignment and the Agreement. Assignee

hereby accepts the foregoing assignment from Assignor and hereby assumes and agrees to perform and discharge when due or when required to be performed, all of Assignor's obligations under the Agreement from and after the Assignment Effective Date. City hereby approves and consents to such assumption by Assignee. City, Assignor, and Assignee hereby express their intent that this Assignment and the assumption by Assignee have the same effect as if Assignee had been an original party to the Agreement, and Assignee intends to be bound as such.

3. Assignor and City Certifications.

3.1 Assignor certifies that he/she/it is not in material default of the Agreement.

3.2 City certifies that, to the best of its knowledge, it is not aware of any material default of the Agreement by Assignor.

4. Indemnity. Notwithstanding any provisions herein or City's consent to this Assignment, Assignor shall not be relieved of any hold harmless and indemnity obligations toward City, as set forth in the Agreement, for actions occurring before the Assignment Effective Date.

5. Consent. Based upon and subject to the foregoing representations, promises, and agreements of Assignor and Assignee, each of which is a material inducement for City to enter into this Assignment, City approves of and consents to the assignment and assumption of the Agreement as expressed herein.

6. Miscellaneous.

(i) Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and, if applicable, heirs and administrators.

(ii) Counterparts. This Assignment may be executed in multiple originals and by separate counterparts, each of which shall be considered an original but all of which shall constitute one Agreement. Copies of signatures shall be deemed original signatures for all purposes.

(iii) Governing Law. This Assignment shall be construed under the laws of the State of California.

(iv) Amendments. No alteration amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Assignment.

(v) Further Assignments. Nothing in this Assignment shall imply any right to make further assignments of the Agreement other than in accordance with the Agreement.

IN WITNESS WHEREOF, Assignor, Assignee, and City have executed this Assignment as of the date and year first above-written.

ASSIGNOR:

COMM 2006 – C8 SHAW AVENUE
CLOVIS, LLC, a Delaware limited liability
company

ASSIGNEE:

NAMDAR REALTY GROUP, LLC,
a New York limited liability company

By: Wells Fargo Bank, N.A., as
successor to La Salle Bank National
Association, as Trustee for the
registered holders of COMM 2006-C8
Commercial Mortgage Pass-Through
Certificates

By: LNR Partners, LLC, a Florida
limited liability company, its
Attorney-in-Fact under that
certain Limited Power of
Attorney dated February 20, 2008

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CITY:

City of Clovis

By: _____
Luke Serpa, City Manager

ATTEST:

By: _____
John Holt, City Clerk

SIERRA VISTA MALL SALES TAX PARTICIPATION AGREEMENT

**By and among
The City of Clovis
and
Comm 2006 – C8 Shaw Avenue Clovis, LLC**

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ATTACHMENTS

Attachment "A"	Site Plan
Attachment "B"	Legal Description
Attachment "C"	Claim for Assistance

SALES TAX PARTICIPATION AGREEMENT

This **SALES TAX PARTICIPATION AGREEMENT** ("Agreement") is entered into and is effective as of JUNE 1, 2017, by and between the **CITY OF CLOVIS**, a municipal corporation (the "**City**"), and **COMM 2006 – C8 SHAW AVENUE CLOVIS, LLC**, a Delaware limited liability company ("**Participant**").

RECITALS

A. Participant is the current owner and ground lessee of certain real property and improvements located in the City of Clovis, State of California, commonly known as "Sierra Vista Mall" (referred to herein as the "**Shopping Center**" or the "**Site**"). The Site is shown on the Site Plan attached hereto as Attachment "A" and legally described on Attachment "B" attached hereto. Participant acquired its ownership interest in the Shopping Center on January 20, 2015, pursuant to a certain Trustee's Deed Upon Sale recorded as Document No. 004241409 in the Official Records of the County Recorder of Fresno County, California ("**Official Records**").

B. The Shopping Center is an important component of commercial activity within the City of Clovis.

C. This Agreement, and the fulfillment generally of this Agreement, is in the best economic interest of the City, and will help maintain and promote the health, safety, morals and welfare of the City's residents.

D. By generating additional sales tax and by enhancing the long-term economic viability of the Shopping Center as a regional retail destination, this Agreement will further effectuate the City of Clovis Economic Development Strategy.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Participant, the City and the Agency agree as follows.

AGREEMENT

1. DEFINITIONS

1.1 **Capitalized Terms.** All capitalized terms used herein, including, without limitation, those used in the Recitals above, are defined where first used in this Agreement and/or as set forth in this Article 1. Capitalized terms used in an Attachment attached hereto and not defined therein shall have the meanings set forth in this Article 1.

"**City Assistance**" has the meaning set forth in Section 4.1(b).

"**Agreement**" means this Owner Participation Agreement.

"**Base Year**" shall mean the Year commencing January 1, 2016, and ending December 31, 2016.

"**Building Permits**" has the meaning set forth in Section 3.3.

"Business Days" means any Monday, Tuesday, Wednesday, Thursday or Friday on which the City Hall of the City is open for public business.

"City" has the meaning set forth in the opening paragraph of this Agreement.

"City Manager" means the City Manager of the City or designee thereof.

"Claim Documents" has the meaning set forth in Section 4.2(b).

"Claim for City Assistance" has the meaning set forth in Section 4.2(b) and in Attachment "C" attached hereto.

"Conditions to City's Obligations" is defined at Section 4.2.

"Conditions Precedent to Payment" means: (a) the absence of uncured Breaches or Events of Defaults by Participant under this Agreement (including without limitation the payment in full of property taxes and assessments); (b) the delivery to the City Manager of a "Participant Certificate" pertaining to the period for which a "Claim for City Assistance" is being presented and certifying as to the accuracy of matters therein set forth as of the date of such Certificate; and (c) completion of the Project Improvements for which a Claim for City Assistance has been submitted.

"Effective Date" means the date first set forth above in the opening paragraph of this Agreement.

"Encumbrance" has the meaning set forth in Section 5.1.1.

"Event of Default by Participant" has the meaning set forth in Section 7.1.

"Event of Default by City" has the meaning set forth in Section 7.2.

"Existing Tenant(s)" means any and all tenants at the Shopping Center on the Effective Date.

"Expenditures" shall mean money expended for Project Improvements.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees, of the United States, the state, the county, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, Participant or the Site.

"Hazardous Materials" means any substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (a) defined as a "hazardous waste," "acutely hazardous waste," "restricted hazardous waste," or "extremely hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (b) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (c) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (d) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (e) petroleum, (f) asbestos, (g) polychlorinated

biphenyls, (h) listed under Article 9 or defined as "hazardous"; or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Chapter 20, (i) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317), (j) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (k) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 9601), (l) Methyl-tert Butyl Ether, or (m) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any Governmental Requirements either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as "hazardous" or harmful to the environment.

"Maintenance Standards" has the meaning set forth in Section 3.7.

"Net Adjusted Sales Taxes" shall mean, for a given Year, the sum of one hundred percent (100%) of the Net Sales Taxes levied upon taxable sales and uses of all tenants and occupants of the Shopping Center during said Year.

"Net Sales Taxes" shall mean, for a given Year, that portion of the Sales Taxes, if any, levied upon taxable sales and uses originating in the Shopping Center, which Sales Taxes, when collected, are allocated and paid to, and actually received by, the City. Net Sales Taxes shall not include Penalty Assessments or any Sales Taxes collected for or allocated by law to the State of California, the County of Fresno, a district or any other entity and any expenses related to collecting Sales Tax revenues originating from the Shopping Center.

"Net Sales Tax Increment" shall mean, for a given Year, one hundred percent (100%) of the positive difference between the Net Adjusted Sales Taxes less the Net Sales Taxes received by the City for the Base Year.

"Obligations" means the duties, obligations, responsibilities and other burdens of this Agreement.

"Official Records" has the meaning set forth in Recital A.

"Original Cooperation Agreement" means that certain Cooperation Agreement dated May 19, 1987, by and among the City, the Clovis Community Development Agency, and B & H Clovis Association, as amended by that certain First Amendment to Cooperation Agreement dated March 30, 1988.

"Original OPA" means that certain Owner Participation Agreement dated May 19, 1987, by and between the Clovis Community Development Agency and B&H Clovis Association.

"Participant" has the meaning set forth in the first paragraph of this Agreement.

"Participant Certificate" means a certificate to include certification that: (a) there are no uncured Participant defaults under this Agreement; (b) all current property taxes and assessments have been paid and no protests have been made or are pending (except as may be expressly permitted hereunder); (c) all applicable conditions precedent have been satisfied (namely, the Conditions to City's Obligations provided for pursuant to Section 4.2; and as to payments by the City, the Conditions Precedent to Payment); and (d) Participant has not received any notice from any governmental agency or

authority alleging that the Site is currently in violation of any law, ordinance, rule, regulation, or requirement applicable to its use and operation.

"Party" means Participant or the City and their respective nominees, assignees and successors-in-interest as described in Article 2.

"Payment Termination Date" means the date of the termination of this Agreement.

"Permitted Transfers" has the meaning set forth in Section 5.1.2.

"Person" means any natural person, corporation, firm, partnership, association, joint venture, governmental or political subdivision or agency or any similar entity.

"Project" has the meaning set forth in Section 3.1.

"Project Improvements" means improvements made to the Shopping Center by Participant, or amounts expended by or allowances given by as hereinafter described which contribute to the generation of sales by tenants, including without limitation the remodel of a tenant space or construction of new buildings to house tenants whether such improvements are made by or amounts expended by Participant, Existing Tenants or future tenants. This term excludes general maintenance or replacement of basic components of the Shopping Center.

"REA" means that certain Construction, Operation and Reciprocal Easement Agreement dated March 16, 1988, by and among B&H Clovis, Gottschalk's, Inc., a Delaware corporation, Mervyn's, a California corporation, and Dayton Hudson Corporation, a Minnesota corporation, and recorded on April 7, 1988 in the Official Records of Fresno County, California as Instrument No. 88036839, as the same may be amended from time to time.

"Record Owner" means: (a) a person proven by Participant to the reasonable satisfaction of the City Manager to be the owner of record of the Shopping Center, or, in the absence of such submittal, (b) any person believed by the City Manager in good faith to be an owner of record of the Shopping Center. Payment to any person satisfying (a) or (b) shall be deemed to discharge the corresponding obligation of the City to make payments pursuant to this Agreement.

"Recorded Covenants" means those covenants affecting the Site as imposed by the Agreement Affecting Real Property recorded April 7, 1988 as Document No. 88-036838 in the Official Records of the County Recorder of the County of Fresno.

"Sales Tax" means all taxes levied under the authority of the California Sales and Use Tax Law, Part 1 of Division 2 of the California Revenue and Taxation Code commencing at Section 6001, or any successor law thereto or tax in lieu thereof.

"Shopping Center" has the meaning set forth in Recital A.

"Site" has the meaning set forth in Recital A.

"Transfer" means to sell, assign, convey, lease, sublease, mortgage, hypothecate or otherwise alienate.

“Year” means an annual period beginning January 1 and ending on December 31 of the same calendar year.

1.2 Singular and Plural Terms. Any defined term used in the plural in this Agreement shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 References and Other Terms. References herein to Articles, Sections and Attachments shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The terms “including” and “include” mean “including (include) without limitation.”

2. PARTIES

2.1 The City. The City is the City of Clovis, a municipal corporation. The principal offices of the City are located at 1033 Fifth Street, Clovis, California 93612.

2.2 Participant. Participant is Comm 2006 – C8 Shaw Avenue Clovis, LLC, a Delaware limited liability company. The principal offices of Participant are located at c/o LNR Partners, LLC, 1601 Washington Avenue, Suite 700, Miami Beach, Florida 33139, Attn: Director of Real Estate. Wherever the term “Participant” is used herein, such term shall include any permitted nominee, assignee or successor-in-interest as herein provided.

3. THE SHOPPING CENTER

3.1 The Project. Participant shall have the right, but not the obligation, to enhance the Shopping Center with the Project Improvements (the “**Project**”). Participant shall be responsible for all costs related to the Project Improvements; provided that provisions of this Agreement providing for payments by the City shall be enforceable according to the terms contained in this Agreement.

3.2 Project Improvements. The design, construction, use, operation, repair and maintenance of the Project Improvements shall be subject to the terms, covenants and conditions contained in the REA.

3.3 City and Other Governmental Agency Permits. Before any construction or development of any buildings, structures, Project Improvements, or other work of improvement upon the Site, any and all building and similar ministerial construction permits which may be required by the City or any other governmental entity with jurisdiction over such construction, development or work (the “**Building Permits**”) shall be obtained without cost to the City.

3.4 Local, State and Federal Law. Participant shall carry out, or seek to cause to be carried out, the construction of any Project Improvements in conformity with all applicable laws and Governmental Requirements, including all applicable federal and state labor standards.

3.5 Taxes, Assessments, Encumbrances and Liens.

(a) Participant shall pay, or cause to be paid, when due all real estate taxes and assessments assessed and levied on the Site or any portion thereof.

(b) Nothing contained in this Agreement shall restrict, limit or prohibit Participant from placing or allowing to be placed on the Site any mortgage, trust deed, encumbrance or lien.

3.6 Use of the Site; Condition of the Site.

(a) Participant covenants that the Site shall be used solely for the purposes authorized by the Recorded Covenants which undertaking shall be binding upon its successors and assigns.

(b) Participant shall be solely responsible for the suitability of the Site for the uses proposed under this Agreement.

3.7 Maintenance Covenants. Participant shall maintain the Site and all improvements thereon, including lighting and signage, in good condition, free of debris, waste and graffiti, and in compliance with all applicable provisions of the City of Clovis Municipal Code. Participant shall maintain in accordance with the Maintenance Standards, as hereinafter defined, the improvements and landscaping on the Site. Such Maintenance Standards shall apply to all buildings, signage, lighting, landscaping, irrigation of landscaping, architectural elements identifying the Site and any and all other improvements on the Site over which Participant exercises management and control. To accomplish the maintenance, Participant shall either staff or contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this Agreement.

Participant and its maintenance staff, contractors or subcontractors shall perform such activities such that all improvements to the Site shall be maintained in conformance and in compliance with the REA and reasonable commercial development maintenance standards for similar regional commercial shopping centers in California (the “Maintenance Standards”).

4. CITY ASSISTANCE FOR PROJECT

4.1 Financing Plan.

(a) This Agreement constitutes, in part, a financing plan in connection with the Project. Accordingly, this Agreement constitutes a contract, obligation and evidence of indebtedness within the meaning of Section 53511 of the California Government Code.

(b) In order to provide Participant with the financial assistance that Participant and the City have determined necessary to make the Project economically feasible, and, subject to the prior satisfaction of the Conditions Precedent to Payment, the City shall provide Participant with assistance (the “City Assistance”), up to the extent of Net Sales Tax Increment from the Site only, for 15 years. The percentage of the Net Sales Tax Increment to be paid to Participant will be determined by the amount of Expenditures invested in Project Improvements.

4.2 Conditions to City’s Obligations. The City’s obligation to provide City Assistance shall be subject to satisfaction of the following conditions (the “Conditions to City’s Obligations”):

(a) Participant shall make Expenditures in the Shopping Center that are designed to increase sales tax revenue. Expenditures include, but are not limited to, remodeling of tenant

spaces, lease commissions, relocation allowances and construction of new buildings to house tenants, but do not include general maintenance or replacement of basic components of the Shopping Center.

(b) For each Claim for City Assistance made by Participant hereunder, Participant shall deliver to the City proof of Expenditures and of completion of Project Improvements. This proof shall consist of invoices documenting expenses and certificates of occupancy certifying completion ("Claim Documents").

(c) Nothing contained in this Section 4.2 is intended to prevent Participant from submitting Claims for City Assistance after curing any Events of Default hereunder.

4.3 Amount of Payment.

(a) **Separate Claims.** Following the end of each Year and satisfaction of the Conditions Precedent to Payment, Participant may make a Claim for City Assistance by submitting Claim Documents.

(b) **Percentage of Net Sales Tax Increment.** The percentage of the Net Sales Tax Increment to be paid to Participant will be determined based on the cumulative amount of Expenditures invested in Project Improvements since January 1, 2016, as follows:

- For Expenditures of at least \$1,000,000.00 but not exceeding \$5,000,000.00, Participant will receive 15% of the Net Sales Tax Increment.
- For Expenditures in excess of \$5,000,000.00 but not exceeding \$10,000,000.00, Participant will receive 25% of the Net Sales Tax Increment.
- For Expenditures in excess of \$10,000,000.00 but not exceeding \$15,000,000.00, Participant will receive 50% of the Net Sales Tax Increment.
- For Expenditures in excess of \$15,000,000.00 but not exceeding \$20,000,000.00, Participant will receive 75% of the Net Sales Tax Increment.
- For Expenditures in excess of \$20,000,000.00 Participant will receive 100% of the Net Sales Tax Increment.

4.4 Time of Payment. Provided that the Conditions Precedent to Payment have been satisfied, the City shall make each payment of City Assistance within thirty (30) calendar days after receipt of all Claim Documents for the subject Claim.

4.5 Form of Payment. The City shall make each check for City Assistance payable to the Record Owner or the Record Owner's designee, and each such check shall be mailed to the address designated for payment in the Claim for City Assistance submitted by Participant with request to such payment.

4.6 **Modification of Claims and/or Payment Procedure.** The City Manager and the Record Owner may, at any time, agree in writing to modify the claims and payment procedures described in Sections 4.2, 4.3, 4.4 and 4.5, but no modification of the Expenditure thresholds or Net Sales Tax Increment amounts provided in Section 4.3 will be effective unless approved by the City Council.

4.6.1 **Limitation Upon Time to Cure.** In the event a payment is not made by the City because there is an uncured default by Participant, then, upon satisfaction of the applicable Conditions Precedent to Payment, such payment shall be made upon the completion of the cure up to the first anniversary of the Payment Termination Date (after which no payments whatever shall be made by the City).

5. TRANSFERS AND ASSIGNMENT

5.1 Transfers of Interest in Site or Agreement.

5.1.1 **Prohibition.** The qualifications and identity of Participant is of particular concern to the City. It is because of those unique qualifications and identity that the City has entered into this Agreement with Participant. For the period commencing upon the Effective Date and terminating upon the Payment Termination Date, (a) no voluntary or involuntary successor in interest of Participant shall acquire any rights or powers under this Agreement, except in connection with a "Permitted Transfer" of the Site as described in Section 5.1.2 below, and (b) except for Permitted Transfers, Participant shall not encumber all or any portion of the Site or the improvements thereon by a deed of trust or other similar security instrument (an "Encumbrance"), or make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing (other than a refinancing by an "institutional lender", as provided in Section 5.1.2, below) or lease of the whole or any part of the Site or the (improvements thereon (collectively, a "Transfer"), without the prior written approval of the City. Any Encumbrance or Transfer without the prior written approval of the City will entitle the parties to terminate this Agreement.

Notwithstanding the foregoing portion of this Section 5.1.1, the City shall exercise its reasonable judgment concerning a proposed transfer of the Shopping Center in considering any proposed transferee that has experience or has contracted for another entity experienced in the development and ownership of shopping centers comparable to the Shopping Center.

This Section 5.1.1, as well as Sections 5.1.2, and 5.1.3, shall cease to be of effect upon the Payment Termination Date.

5.1.2 **Permitted Transfers.** Notwithstanding any other provision of this Agreement to the contrary, City approval of a Encumbrance or Transfer shall not be required in connection with any of the following (collectively, "Permitted Transfers"):

(a) Any Transfers to an entity or entities in which Participant or an affiliate of Participant retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities.

(b) The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Project Improvements.

(c) The granting of an Encumbrance in connection with any financing or refinancing of the Site, or any portion thereof, by any of the following, whether acting in its own interest

and capacity or in a fiduciary capacity: a bank, insurance company, trust company, governmental agency, real estate investment trust, an employees' welfare, benefit, pension or retirement fund or system, an investment banking or a merchant banking or brokerage firm or in connection with securitized financing.

(d) The sale of the stock and/or assets of Participant or Participant's parent corporation, or the Transfer of the Site to any corporation, limited liability company or other entity into or with which Participant is merged or consolidated or to which all or substantially all of Participant's assets are transferred, provided that either (i) Participant retains management and control of the operation of the Site or (ii) the resulting entity responsible for the management and control of the operation of the Site has prior experience in pursuing and completing the Project Improvements.

(e) The leasing of all or any part of the Site for use and occupancy by tenants of Participant.

In the event of a Permitted Transfer under any of subparagraphs (a) through (d), inclusive, above, Participant nevertheless agrees that at least twenty (20) days prior to such Permitted Transfer it shall give written notice to City of such Permitted Transfer, and, in the case of Transfers pursuant to subparagraphs 5.1.2(a) and 5.1.2(d) above, or to a transferee (if any) as may be otherwise approved by the City, Participant shall furnish to the City, promptly following the Transfer, evidence reasonably satisfactory to City that the transferee has assumed Participant's obligations under this Agreement.

5.2 Confidentiality. The City agrees that the information required to be delivered by Participant pursuant to this Article 5 which relates to a proposed Transfer may be subject to confidentiality agreements or otherwise be required to be kept confidential by the parties to the Transfer. Therefore, the City agrees that, to the fullest extent permitted by law, the City shall keep confidential, and shall use diligent efforts to cause its agents, consultants and employees to keep confidential all information submitted to the City by Participant pursuant to this Article 5.

5.3 Covenants Run with the Land: Binding Effect. Subject to the terms, conditions and exceptions set forth in this Article 5 and elsewhere in this Agreement, this Agreement shall, to the greatest extent permitted by law, run with the land, and shall be binding upon and inure to the benefit of the parties' respective successors and assigns (including, without limitation, all transferees).

6. TERM OF AGREEMENT

6.1 Effective Date. This Agreement shall be effective among Participant and the City upon the Effective Date.

6.2 Termination Date. Option to Extend the Agreement. This Agreement shall expire after fifteen (15) years, unless Participant and the City mutually agree in writing to extend the terms.

7. DEFAULTS AND REMEDIES

7.1 Event of Default by Participant. The failure by Participant to perform any obligation under this Agreement, if the failure continues for a period of thirty (30) days after the City demands in writing that Participant cure the failure, shall constitute a breach of this Agreement by Participant ("Breach") and, after the expiration of any applicable cure period, shall constitute an "Event of Default by Participant": If, however, by its nature the failure cannot reasonably be cured within thirty (30) days Participant may have such longer period of time as is reasonably necessary to cure the failure so long as

Participant shall commence said cure within said thirty (30) day period and thereafter diligently prosecute said cure to completion.

7.2 Event of Default by City. Any of the following events or occurrences shall constitute a breach of this Agreement by the City and, after the expiration of any applicable cure period, shall constitute an "Event of Default by City":

(a) The failure by the City to pay any amount in full when it is due under this Agreement, if the failure has continued for a period of ten (10) days after Participant demands in writing that the City cure the failure.

(b) The failure by the City to perform any obligation under this Agreement, if the failure has continued for a period of thirty (30) days after Participant demands in writing that the City cure the failure. If, however, by its nature the failure cannot reasonably be cured within thirty (30) days the City may have such longer period of time as is reasonably necessary to cure the failure so long as the City shall commence said cure within said thirty (30) day period and thereafter diligently prosecute said cure to completion.

7.3 Legal and Equitable Relief. Each Party shall have the right to prosecute any proceedings at law or in equity against the other, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, in order to prevent the violating or defaulting Party or any such Person from violating or attempting to violate or defaulting upon the provisions of this Agreement and to recover damages for any such violation or default. The remedies available under this Section 7.3 shall include, by way of illustration but not limitation, ex-parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of this Agreement. Neither the City nor Participant shall be liable for consequential, special or punitive damages pursuant to this Agreement.

7.4 Termination by City. This Agreement may be terminated by the City in the event of the occurrence of an Event of Default by Participant which has not been cured by the applicable cure period.

7.5 Interest on Late Payments. In addition to all other rights and remedies available at law or in equity, all amounts due under this Agreement which remain unpaid for thirty (30) days after their respective due dates shall bear interest from the date that the same became due and payable to and including the date of payment, whether or not demand is made therefor, at the lesser of (i) the rate of ten percent (10%) per annum or (ii) the maximum interest rate, if any, permitted to be charged on such delinquent amounts under the law of the State of California.

7.6 No Waiver: Remedies Cumulative. No waiver by either Party of any default under this Agreement shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

8. INDEMNITY AND EXCULPATION

8.1 Indemnification. Participant shall be solely responsible for the design and construction of the Project Improvements, and for the operation and maintenance of the Site. Participant shall protect, defend, indemnify, and hold the City harmless from and against all claims, loss, damage, injury, actions, costs, expenses (including but not limited to attorneys' fees and court costs), causes of action, and liability in connection with the design, construction, operation and/or maintenance of the Site.

In addition, Participant shall indemnify, defend and hold the City and its officers, employees, agents, representatives and volunteers harmless from and against any claim, action, suit, proceeding, damage, liability, deficiency, fine, penalty, or punitive damage (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site. Participant hereby represents that it is not aware of and has not received any notice or communication from any government agency having jurisdiction over the Site notifying the City of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Site, or any portion thereof.

8.2 Non-liability of Employees and Agency Officials. It is understood and agreed that no member, official or employee of the City shall be personally liable to Participant, and no employee of Participant shall be personally liable to the City, or any successor in interest in connection with this Agreement or in the event of any default or breach of this Agreement by the City or Participant or for any amount which may become due to Participant or any Obligations under the terms of this Agreement.

8.3 Defense of Claims. The City shall give prompt notice to Participant with respect to any suit or claim initiated or threatened against the City (and in no event later than the earlier of (a) ten (10) days after valid service of process as to any filed suit or (b) fifteen (15) days after receiving notification of the filing of such suit or the assertion of such claim) which the City has reason to believe is likely to give rise to a claim for indemnity hereunder. If prompt notice is not given to Participant, then Participant's liability hereunder shall not terminate or be affected as to the matter for which such notice is not given, unless such failure to notify substantially prejudices Participant and then only to the extent of such prejudice. Participant shall, at its option but subject to the reasonable consent and approval of the City, be entitled to control the defense, compromise or settlement of any such matter through counsel of Participant's own choice; provided, however, that in all cases the City shall be entitled to participate in such defense, compromise or settlement at its own expense. If Participant shall fail, however, within a reasonable time following notice from the City alleging such failure, to take reasonable and appropriate action to defend, compromise or settle such suit or claim, the City shall have the right promptly to hire counsel at Participant's sole expense to carry out such defense, compromise or settlement, which expense shall be immediately due and payable to the City upon receipt by Participant of an invoice therefor.

9. MISCELLANEOUS PROVISIONS

9.1 Incorporation of Attachments and Recitals. All recitals, exhibits, and attachments to this Agreement are incorporated herein and made a part hereof by reference as if set forth in full.

9.2 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received upon personal delivery or, if sent by mail, three (3) Business Days

following its deposit in the United States mail, postage prepaid, certified mail, return receipt requested, or, if sent by Federal Express or other reliable overnight air courier, on the next business day following dispatch, and in any of such events addressed to the City or Participant, as the case may be, at the principal offices of the City as set forth in Article 2 above (or such other address as a Party may specify by notice given pursuant to this Section 11.2). As to Participant all notices regarding Breach shall be sent to the address set forth in Article 2 and all other notices shall be sent to the asset manager for the Project as designated by notice from Participant to the City.

9.3 Time of Essence. Time is of the essence in the performance of all the terms and conditions of this Agreement.

9.4 Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

9.5 Inspection of Books and Records.

(a) The City has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Participant pertaining to the Site as pertinent to the purposes of this Agreement. In addition, Participant shall provide to the City such information as may from time to time become available to Participant concerning the sales tax generated at the Site.

(b) Participant also has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of the City pertaining to the Site as pertinent to the purposes of this Agreement.

9.6 Headings. Any titles of the several parts and sections of this Agreement and inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. "Paragraph" and "Section" may be used interchangeably.

9.7 Successors and Assigns. Subject to Article 5 herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and Participant.

9.8 Estoppel Certificates. Participant may periodically, but in no event more frequently than one (1) time during each six (6) month period in which this Agreement is in effect, request that the City Manager execute and deliver to Participant an estoppel certificate by the City Manager and containing the following information:

(a) The City Manager is informed and believes, not having undertaken independent investigation of the matters described below, that: (i) the Agreement is unmodified and in full force and effect, OR (ii) the Agreement is modified and in full force and effect (and, if applicable, a general indication of the manner in which the Agreement has been modified), OR (iii) the Agreement is not in full force and effect;

(b) The City Manager is informed and believes that Participant (i) is in default under this Agreement; or (ii) Participant is not in default under this Agreement; and

(c) The City Manager has been informed and believes that (i) there are then existing set-offs or defenses against the enforcement of any right or remedy of any party, or any duty or obligation of the City, or (ii) there are not then any existing setoffs or defenses against the enforcement of any right or remedy of any party, or any duty or obligation of the City.

Prior to and as a condition of providing an estoppel certificate, the City shall have received a request therefor accompanied by a Participant Certificate of like date, duly executed by Participant. The estoppel certificate by the City Manager may be made upon information and belief, and in reliance upon the truth and completeness of the matters set forth in the corresponding Participant Certificate.

9.9 Counterparts/Formal Amendment Required. This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Any modification or waiver of any provision of this Agreement or any amendment thereto must be in writing and signed by a Person having authority to do so, on behalf of both the City and Participant.

9.10 Authority and Enforceability. Each Party hereby represents and warrants to the other that this Agreement and all documents delivered by such Party to the other pursuant hereto, have been or will be duly authorized by all necessary action; do not require the consent of any other parties; and will not conflict with, result in any violation of, or constitute a default under, any provision of any agreement or other instrument binding upon or applicable to such Party.

9.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.12 Approvals and Consents. Unless otherwise herein provided, whenever approval, consent or satisfaction is required of a party pursuant to this Agreement, it shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing shall not apply to amendments or interpretations as to material provisions of this Agreement (including without limitation the Attachments hereto). The reasons for disapproval of consent shall be stated in reasonable detail in writing. Approval by a party to or of any act or request by the other party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests. The requirements for approvals under this Agreement shall extend to and bind the partners, officers, directors, shareholders, trustees, beneficiaries, agents, elective or appointive boards, commissions, employees and other authorized representatives of each party, and each such Person shall make or enter into, or take any action in connection with, any approval in accordance with these requirements.

9.13 Submission of Documents for Approval. Whenever this Agreement requires one party to submit plans, drawings or other documents to the other party for approval, which shall be deemed approved if not acted on by the receiving party within the time specified in this Agreement, said plans, drawings or other documents shall be accompanied by a letter stating that they are being submitted and will be deemed approved unless rejected within the stated time. This Section 10.13 shall not be deemed to affect or limit the City's normal processes concerning land use, environmental clearance, and building approvals.

9.14 No Gift or Dedication. Except as otherwise specified in this Agreement, this Agreement shall not be deemed to be a gift or dedication of any portion of the Shopping Center to the general public, for the general public, or for any public use or purpose whatsoever. Participant shall have the right to

prevent or prohibit the use of any portion of the Shopping Center by any persons for any purpose inconsistent with the operation of a private retail shopping center.

9.15 Severability. Except as is otherwise specifically provided for in this Agreement, invalidation of any provision of this Agreement, or of its application to any person, by judgment or court order shall not affect any other provision of this Agreement or its application to any other person or circumstances, and the remaining portion of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

9.16 Entire Agreement. This Agreement contains all the representations and the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of the Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party or other Person and no court or other body shall consider those drafts in interpreting this Agreement.

Where this Agreement includes an attachment and the form for such attachments is not complete, the form of such attachment shall be as reasonably determined by the City Manager.

This Agreement shall control over the Original OPA and the Original Cooperation Agreement in the event of conflict. The Recorded Covenants shall remain in effect according to their terms.

9.17 No Party Drafter: Captions. Although certain provisions of this Agreement were drawn by the City and certain provisions were drawn by Participant, the provisions of this Agreement are the result of the combined efforts of the parties, and this Agreement shall be construed as a whole according to their common meaning and not strictly for or against either party in order to achieve the objectives and purposes of the parties.

9.18 Represented by Counsel. Each party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of the party's choice in connection with the rights and remedies of and waivers by it contained in this Agreement and after such advice and consultation has presently and actually intended, with full knowledge of the party's rights and remedies otherwise available at law or in equity, to waive and relinquish those rights and remedies to the extent specified in this Agreement, and to rely solely on the remedies provided for in this Agreement with respect to any breach of this Agreement by the other party, or any other right that such party seeks to exercise.

Participant is a sophisticated party with substantial experience in large-scale commercial development, the operation of shopping centers, and agreements with public entities. Participant has received no advice or representations from the City concerning any implications of this Agreement relating to income tax, and has relied upon advice by counsel of its choosing regarding these and all other matters.

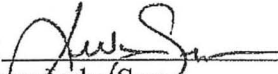
9.19 Waiver of Jury Trial. Participant and the City hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other or their successors in respect of any matter arising in connection with this Agreement, the relationship of Participant and the City, and/or any claim for injury or damage or any emergency or statutory remedy.

9.20 **No Third Party Beneficiaries.** There shall be no third party beneficiaries of this Agreement.


IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed on its behalf, and Participant, has signed or caused this Agreement to be signed by a duly authorized person, all as of the day first above written.

CITY:

CITY OF CLOVIS, a municipal corporation

By: 
Name: Luke Serpa
Title: Interim City Manager

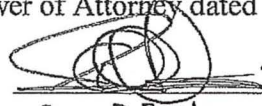
ATTEST:


By: John Holt
Title: Assistant City Manager/City Clerk

OWNER:

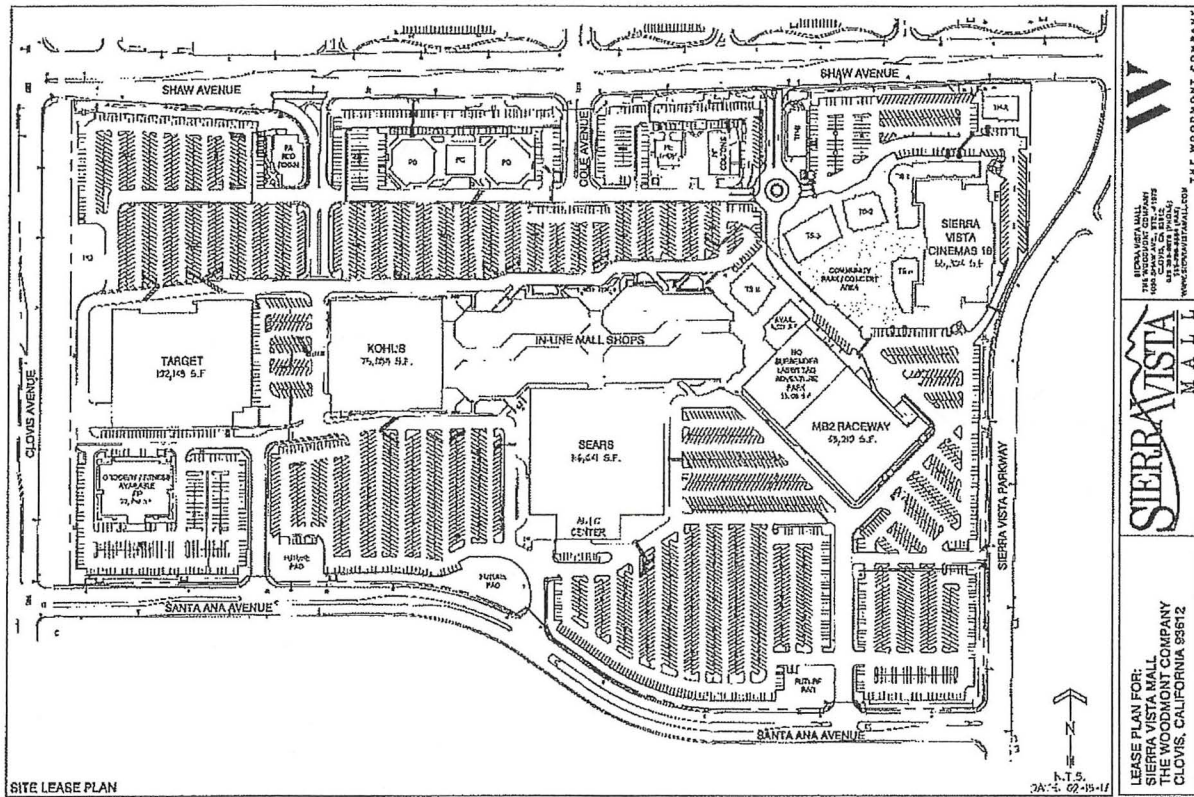
COMM 2006 – C8 SHAW AVENUE CLOVIS, LLC,
a Delaware limited liability company
By: Wells Fargo Bank, N.A. as successor to La Salle
Bank National Association, as Trustee for the
registered holders of COMM 2006-C8 Commercial
Mortgage Pass-Through Certificates

By: LNR Partners, LLC,
a Florida limited liability company,
its Attorney-in-fact under that certain Limited
Power of Attorney dated February 20, 2008

By: 
Steven D. Ferreira
Vice President

ATTACHMENT A

SITE PLAN



THE WOODMONT COMPANY
1000 CALIFORNIA STREET
CLAVIS, CA 95612
TEL: (916) 231-1111
WWW.WOODMONTMALL.COM

SIERRA VISTA MALL

LEASE PLAN FOR:
SIERRA VISTA MALL
THE WOODMONT COMPANY
CLAVIS, CALIFORNIA 95612

ATTACHMENT B

LEGAL DESCRIPTION OF THE SITE

PARCEL 1:

Parcels A, B, C and D and that portion of Santa Ana Avenue vacated August 29, 1988, by Resolution No. 88-114, and that portion of Shaw Avenue vacated February 21, 1989, by Resolution No. 89-25, that would pass by a conveyance of said land under Section 831 and 1112 of the civil code, of Parcel Map No. 88-17, according to the map thereof recorded in Book 51, Pages 7 and 8 of Parcel Maps, Fresno County Records.

EXCEPTING THEREFROM all oil, gas and minerals now or at any time hereafter situate therein and thereunder, as reserved by Bank of America National Trust and Savings Association by Deed recorded January 29, 1943 as Document No. 3482 in Book 1893 Page 327 of Official Records, Fresno County Records.

PARCEL 2:

Parcel A of Parcel Map No. 88-09, according to the map thereof recorded in Book 50 Pages 97 and 98 of Parcel Maps, Fresno County Records.

EXCEPTING THEREFROM all oil, gas and minerals now or at any time hereafter situate therein and thereunder, as reserved by Bank of America National Trust and Savings Association by Deed recorded January 29, 1943 as Document No. 3482 in Book 1893 Page 327 of Official Records, Fresno County Records.

ATTACHMENT C
CLAIM FOR CITY ASSISTANCE

City Manager
The City of Clovis
1033 Fifth Street
Clovis, California 93612

Re: Sales Tax Participation Agreement By and Between *the City of Clovis and Comm 2006 – C8 Shaw Avenue Clovis, LLC* dated as of _____, 2017 (the "Agreement")

Dear Sir or Madam:

Pursuant to Section 4.2(b) of the Agreement, the undersigned hereby makes the following Claim for City Assistance (capitalized terms used but not defined herein shall have their respective meanings as set forth in the Agreement):

1. Fiscal Year: This Claim for City Assistance is made in connection with the Net Sales Tax Increment for the following Year:

Year: _____

2. Amount of Expenditures Invested: This Claim for City Assistance is made in connection with the following amount, representing the total Expenditures invested by Participant in the Shopping Center for the subject Year:

\$ _____

3. Amount of Claim. This Claim for City Assistance is for the following amount, which was calculated using the percentage of the Net Sales Tax Increment due Participant as a cause of the total Expenditures invested: (TO BE INSERTED BY CITY AT TIME OF CLAIM BASED ON NET SALES TAX INCREMENT AND PERCENTAGE OF REIMBURSEMENT)

\$ _____

4. Proof of Expenditures. Enclosed herewith is true and complete documentation of the Expenditures made for the Shopping Center during the subject Year.

Participant hereby represents that it has satisfied all Conditions Precedent to Payment pursuant to the Agreement, and all such Conditions Precedent to Payment continue to be satisfied as of the date of this Claim. Participant further warrants and represents that it is in full compliance with all terms and provisions of the Agreement.

Comm 2006 – C8 Shaw Avenue Clovis, LLC
a Delaware limited liability company

By: _____
Its: _____

[This Claim must be signed by a duly authorized officer of the entity that is the owner of the Shopping Center.]



AGENDA ITEM NO: 3
City Manager: CS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: July 15, 2019

SUBJECT: Approval - Res. 19-____; Amending the Management Benefit Summary, the Executive Management Benefit Summary, and the Represented Employees Benefit Summary

ATTACHMENTS: Resolution 19-____
Exhibit A -- Represented Employees Benefit Summary
Exhibit B -- Management Benefit Summary
Exhibit C -- Executive Management Benefit Summary

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Resolution 19-____ amending the Represented Employees Benefit Summary, the Management Benefit Summary, and the Executive Management Benefit Summary.

EXECUTIVE SUMMARY

Recent negotiations included a revision of a number of benefits affecting represented employees. Those changes need to be accurately reflected in the Represented Employee Benefit Summary. Consistency also requires a change to certain benefits reflected in the Management and Executive Management Benefit Summaries.

BACKGROUND

The City publishes a Benefit Summary for Represented Employees, Management Employees and Executive Management Employees. These documents summarize many of the benefits offered to employees of each group, unless the employees' Memorandum of Understanding indicates otherwise. Changes to the documents are related to the following benefits:

- The City wanted to standardize eligibility for family illness leave and bereavement leave extending it for most units to include registered domestic partners, grandchildren, mothers/fathers-in-law, brothers/sisters-in-law, and sons/daughters-in-law. Not all agreed, so the Benefit Summary for Represented Employees indicates they should refer to their unit Memorandum of Understanding. The standardized eligibility was also added to the Management and Executive Management Benefit Summaries.
- The City also offered an expansion of the EAP benefit for sworn safety employees who face increased risk of Post-Traumatic Stress in their work, offering an additional three visits in a six month period. This would enable them as needed to seek counseling and support from specialized counselors as often as every month in a very confidential environment. This was added to all three Benefit Summaries for sworn safety employees.
- The City also wanted to standardize the Professional Development/Tuition Reimbursement Program. The language was changed in the Management and Executive Management Benefit summaries to reflect the standardized offering. Because of differences with two units, the Represented Employee Benefit Summary indicates the employee should refer to their Memorandum of Understanding.
- Standby rates for IT managers were updated from 20% to 30% to match the negotiated increase for employees in the IT division.
- During negotiations the City agreed with CFFA to eliminate the fitness incentive since it had become a less than effective tool, and replace it with a more effective program. In lieu of eligibility for an annual cash bonus earned by virtually all employees, the equivalent of that amount of money \$41.67/month was transferred to a salary increase for employees. Fire employees were deleted from eligibility for a fitness incentive in the Represented Employees Benefit Summary. Management and Executive Management Benefit Summaries also reflect that change for sworn Fire Management.
- The Represented Employee Benefit Summary paragraph on uniforms was amended to reflect the \$500 annual increase in the uniform allowance for CFFA employees which was negotiated to provide for current uniform costs and for them to take responsibility for the purchase of their own wildland boots (the City has previously been purchasing them). The Benefit Summary was additionally updated to reflect the negotiated increase of uniform allowance for Animal Control Officers from \$500 to \$900/year. It also reflected the payment of a \$900/year uniform allowance for Community Service Officers in lieu of the City purchasing the uniforms for them.
- The Management and Executive Management Benefit Summaries were also updated to reflect the \$500/year uniform allowance for sworn Fire Managers corresponding to the increase for CFFA employees. Fire Managers will be receiving their uniform

allowance prorated each period over the year. Police Managers will now be receiving their uniform allowance as a single payment in January.

FISCAL IMPACT

Total Fiscal impact of the benefit changes for all personnel is approximately \$41,100. Most of that cost has already been approved by Council in the negotiation process. The cost of extending the benefits already approved by Council to certain management personnel is anticipated to be approximately \$3,200 of the \$41,100.

REASON FOR RECOMMENDATION

The amending of the Benefit Summaries for Represented Employees, Management Employees, and Executive Management Employees is necessary to accurately conform to benefits agreed to in negotiations and to provide consistency of benefits for Management and Executive Management employees with the corresponding units supervised.

ACTIONS FOLLOWING APPROVAL

Personnel/Risk Management Personnel will distribute the revised Benefit Summaries to all affected employees and post them on the City's website.

Prepared by: Andy Soldo, Management Analyst

Submitted by: Shonna Halterman, General Services Director



RESOLUTION 19-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING
THE REPRESENTED EMPLOYEES BENEFIT SUMMARY,
THE MANAGEMENT BENEFIT SUMMARY,
AND THE EXECUTIVE MANAGEMENT BENEFIT SUMMARY**

WHEREAS, the City maintains Benefit Summaries that describe various employee benefits provided to different groups of employees of the City of Clovis; and,

WHEREAS, a review of the Represented Employees Benefit Summary, the Management Benefit Summary, and the Executive Management Benefit Summary indicates that revisions need to be made to the summaries to update the language regarding Family Illness and Bereavement Leave; update the language regarding the Employee Assistance Program to reflect additional EAP sessions for sworn safety personnel; delete references to the physical fitness incentive for CFFA members and to provide historical record of the Fire Management fitness incentive incorporated in salary; update the Professional Development/Tuition Reimbursement Program to make it consistent with the program negotiated with represented employees; and to update the uniform allowance amounts and schedule for Animal Control Officers, Community Service Officers, sworn Fire employees, and Fire safety management; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the Represented Employee, the Management, and the Executive Management Benefit Summaries be amended as noted in Exhibits A through C.

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 15, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: July 15, 2019

Mayor

City Clerk



REPRESENTED EMPLOYEE BENEFITS SUMMARY

January July 1, 2019

The following is a summary of the benefits available to represented employees of the City of Clovis unless the employee's Memorandum of Understanding indicates otherwise. In that case, the Memorandum of Understanding takes precedence. For more information on any of the benefits listed below, contact the Personnel/Risk Management Division at (559) 324-2725.

1. PAID VACATION

Vacation is provided to allow employees paid time away from work to recharge their batteries, return with renewed vigor and a fresh perspective. Increases in vacation accrual rates provide reinforcement for and recognition of length of service. Paid vacation time will accrue as follows per pay period/work days per year/maximum accrual.

Years of Service	40 hour week Employees	56 hour week Employees
0 to 7 th anniversary	5 hrs./15 days/280 hrs. Max.	7 hrs./15 days/392 hrs. Max.
8 th to 14 th anniversary	6 hrs./18 days/328 hrs. Max.	8.4 hrs./18 days/459.2 hrs. Max.
15 th to 19 th anniversary	6.7 hrs./20 days/360 hrs. Max.	9.3 hrs./20 days/504 hrs. Max.
20 th anniversary plus	8.0 hrs./24 days/360 hrs. Max.	11.2 hrs./24 days/504 hrs. Max.

2. PAID SICK LEAVE and SICK LEAVE INCENTIVE

a. In order to ensure that employees have the opportunity to tend to their health issues and provide incentive for judicious use of the leave, the City provides sick leave and a sick leave incentive program. Details of the sick leave accrual and the incentive are found in the respective Memorandum of Understanding for each bargaining unit.

b. Employees who retire from the City with a normal (service) retirement have the choice to cash out up to 25% of their sick leave balance on their date of retirement. The cash-out may be applied to the employee's deferred compensation plan, or may be received in cash. The balance of unused sick leave hours after the cash-out will be certified to PERS for the benefit known as "Credit for Unused Sick Leave."

c. One-half (½) the annual accrual of sick leave per calendar year may be used to attend to an illness of a child, parent, spouse, registered domestic partner, sibling, parent-in-law, grandparent, or grandchild. (Labor Code 233(a)). Leave taken under Labor Code 233(a) will count toward the satisfaction of leave rights under AB1522.

d. Up to 24 hours or three (3) days of sick leave may be used by an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes of:

- Seeking medical attention for injuries cause by domestic violence or sexual assault.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault.

- To obtain psychological counseling related to an experience of domestic violence or sexual assault.
- To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

3. PAID HOLIDAYS

The City recognizes 10 paid holidays and one (1) paid floating holiday to be used at the mutual agreement of the employee and their supervisor. A four (4) hour floating holiday for all represented employees is available to be used during December according to the employee's Memorandum of Understanding on either the workday before Christmas Day or the workday before New Year's Day, subject to the needs of the City. Certain groups of employees may receive a holiday time bank in lieu of paid holidays.

4. FAMILY ILLNESS & BEREAVEMENT LEAVE

The City grants paid leave to provide required personal care for immediate family members. The City also provides paid bereavement leave for employees who experience the death of a family member to allow the employee to attend to various matters related to the passing of the family member. For the purposes of this section, employees should refer to the definition of "immediate family" found in their unit's Memorandum of Understanding. shall include husband, wife, mother/step, father/step, brother/step, sister/step, child/step, grandparent or legal dependent of the employee. In addition, employees who meet eligibility requirements and experience qualifying events are entitled to state (CFRA) and federal (FMLA) Family Leave.

5. VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING:

As a victim of domestic violence, an employee has certain rights afforded by AB 2337. Those rights include the right to take time off for certain reasons related to the situation, a right to reasonable accommodation for the employee's safety, and the right to be free from retaliation and discrimination. An employee who is a victim of domestic violence, sexual assault, or stalking should contact the Personnel office for more information.

6. MILITARY

The City supports employees who serve in the military. Military Leave requests shall be administered in accordance with the provisions of applicable federal and state law. Employees on Military Orders for 30 or less days in a fiscal year will receive paid Military Leave for that period of service. Copies of the orders must be provided to the department. Employees may be on unpaid leave for any period of active duty over 30 calendar days in one fiscal year pursuant to state law. Employees that are on active military leave may be able to reinstate PERS credit for time missed while on an active leave. For more information, please contact the Personnel/Risk Management Division.

7. MEDICAL, DENTAL, PRESCRIPTION, VISION, and GROUP LIFE INSURANCE

a. In order to provide employees with an opportunity to maintain the health and wellness of themselves and their dependents, the City provides health insurance that includes medical, prescription, dental, and vision coverage. In addition, the City provides life insurance coverage.

b. The City provides a variety of medical plan choices to employees. Each year before the open enrollment period in October/November, the City will provide the details of those options to employees. Employees may also elect dental, vision and life coverage only at a reduced rate or waive health benefits entirely. Employees who waive *all health coverage* (medical, dental, prescription, and vision coverage) are eligible for a \$420.00 health insurance rebate each month. *To receive the \$420.00 monthly health insurance rebate the employee must annually provide evidence of being covered on another group health plan.* Employees who have exhausted their FMLA/CFRA rights and are on an unpaid leave of absence approved by the City Manager are eligible to continue their health insurance coverage for a period of up to 6 (six) months. After that, if eligible, employees will have to enroll in COBRA to continue health insurance coverage.

c. City paid life insurance coverage is \$25,000 for the employee and \$10,000 for dependents.

8. RETIREE HEALTH INSURANCE

a. Employees with a minimum of five (5) years of service as a regular full time employee immediately preceding separation, and who are currently enrolled in a City health plan or other approved group health plan, and who retire in accordance with PERS age and service requirements are allowed to continue in a City sponsored Medical and Prescription plan at their expense. Details of the retiree health insurance program are provided to all retirees active in the program each year before open enrollment.

b. Retiring employees who do not meet the eligibility guidelines for the Retiree Health Insurance program will be eligible to continue the City Health Insurance at their own expense by exercising their COBRA rights.

9. SUPPLEMENTAL LIFE INSURANCE

Employees have the option to purchase supplemental life insurance in addition to the life insurance coverage provided by the City. Supplemental Group Life Insurance (in addition to the amount provided in item 6) is available at the employee's expense by payroll deduction. There is a 30 day guaranteed purchase provision from date of hire. After 30 days from the date of hire, the insurance company has discretion over policy issuance and amount of issuance. The guaranteed issue amounts are: \$100,000 for the employee, \$25,000 for the spouse and \$2,000 for children. The maximum additional insurance amount is \$500,000 for employees, \$250,000 for spouses and \$2,000 for children.

10. DISABILITY INSURANCE

Employees represented by CEA, CPSEA, CPTA, CPWEA, CTFP, and TEBU participate in the State Disability Insurance program. Employees represented by CFFA and CPOA participate in a disability insurance program through their Association. Benefits are coordinated with paid leave provided by the City.

11. EMPLOYEE ASSISTANCE PROGRAM

The Insight employee assistance program is provided to help full-time City employees and household members obtain guidance to help resolve personal problems that may be interfering with work or home life and to promote wellness. Each employee or household member is entitled to three (3) free visits every six (6) months. (Each sworn safety employee is entitled to an additional (3) free visits every six (6) month period.) The provider, Insight, can be reached 24 hours a day at (559) 226-7437.

12. RETIREMENT

a. The City has contracted with the California Public Employees Retirement System (PERS) for employee retirement benefits. The benefits provided are based on the benefit formula, age at retirement, compensation and length of service in the system. Employees are classified as Miscellaneous or Safety for retirement purposes. The contract provisions also include 2% cost of living adjustment, the Level 4 1959 Survivor Benefit, and Credit for Unused Sick Leave on retirement.

b. Employees hired before January 1, 2013 are classified by PERS as “Classic Employees” for retirement purposes. The following retirement formulas apply to PERS Classic Employees:

<u>Misc.</u>	2.7% at 55 formula with 8% Employee contribution paid on a pre-tax basis.
<u>Safety</u>	3% at 50 formula with 9% Employee contribution paid on a pre-tax basis.

The PERS retirement benefit for Classic Employees will be based on the Employee’s highest 12 consecutive months of compensation.

c. Employees hired after January 1, 2013 are classified as “New Employees” by PERS for retirement purposes. The following retirement formulas apply to PERS New Employees:

<u>Misc.</u>	2.0% at 62 formula with 6.25% Employee contribution paid on a pre-tax basis.
<u>Safety</u>	2.7% at 57 formula with 11.25% Employee contribution paid on a pre-tax basis.

The PERS retirement benefit for New Employees is based on the Employee’s highest 36 consecutive months of compensation.

The employee contribution rate for new members may be subject to change. For example, the employee contributions may increase or decrease based on PERS funding requirements.

d. Additional Employee Cost-Sharing of PERS Contributions

All employees participate in PERS retirement benefit cost-sharing in the form of additional percentages of employee compensation paid toward the City’s PERS retirement costs as follows:

Miscellaneous Employees: 8.4%

Safety Employees: 8.0%

13. PRE-RETIREMENT DEATH BENEFITS

a. The retirement contract with PERS includes a pre-retirement death benefit. If an employee is **not eligible to retire** (i.e., has not attained age 50 and at least five (5) years of PERS service credit) the employee's beneficiary will receive the Basic Death Benefit which is a refund of the employee's contributions plus interest and up to six (6) months' pay. In addition the beneficiary will receive the 1959 Survivor Benefit which provides a monthly allowance of up to \$2,280 for three (3) or more eligible survivors.

b. Beneficiaries of employees who **are eligible to retire**, may elect to receive the same benefit as noted above or the 1957 Survivor Benefit which provides a monthly allowance equal to one half of what the highest service retirement allowance would have been had the employee retired on the date of their death. In lieu of either of these benefits, an eligible survivor may receive the Pre-Retirement Option 2W Death Benefit. It provides a monthly benefit to the eligible survivor equal to the amount the employee would have received had the employee retired on the date of their death and elected Option 2W.

c. When the death of a safety employee who is **not eligible to retire** is determined to be **job related** the beneficiaries may receive the Special Death Benefit which provides a monthly allowance equal to one half of final compensation. If the cause of death is some external violence or physical force while on the job, and there are eligible children in addition to a spouse or registered domestic partner, the allowance may be increased to 75 percent. The beneficiary may elect to receive the Basic Death Benefit and the 1959 Survivor Benefit in place of the Special Death Benefit.

d. When the death of a safety employee who is **eligible to retire** is determined to be **job related** the beneficiaries may receive the Special Death Benefit which provides a monthly allowance equal to one half of final compensation. If the cause of death is some external violence or physical force while on the job, and there are eligible children in addition to a spouse or registered domestic partner, the allowance may be increased to 100 percent. The beneficiary may elect to receive the Basic Death Benefit and the 1959 Survivor Benefit in place of the Special Death Benefit.

e. The Alternate Death Benefit is included in the retirement contract for safety employees in Fire. The Alternate Death Benefit applies to members under age 50 who have 20 or more years of CalPERS service credit at the time of death. In lieu of the Basic Death Benefit, it provides a monthly benefit equal to the amount the member would have received if the member had retired under a normal service retirement at age 50 and elected Option 2W.

14. DEFERRED COMPENSATION

An IRC Section 457 deferred compensation plan is available to all represented employees as a supplemental retirement plan, with the City matching to some employee's contribution as defined in the respective Memoranda of Understanding.

15. COMPUTER LOAN PROGRAM

The computer loan program is intended to encourage computer ownership in order to improve computer skills and organizational efficiency. The City will loan up to \$2,500 for a period of 24 months, interest free, for represented employees to purchase a computer, software, and related devices for professional development and personal use.

16. PROFESSIONAL DEVELOPMENT

a. The City encourages its employees to further their education. With prior authorization and upon completion of coursework with a grade 'C' or better, the City reimburses for: books, tuition, and other applicable fees up to the amount for comparable classes at CSUF on a per semester basis. Employees should refer to their respective Memorandum of Understanding for specific details of reimbursement levels and restrictions.

~~b. The maximum reimbursement rate for accelerated, condensed or other non-traditional courses from accredited institutions shall be equal to the per unit cost of the CSUF undergraduate fee for seven (7) or more units. For graduate courses, the rate will be the CSUF graduate fee for seven (7) or more units. The reimbursement rate for each course will be based on the fees in effect on the date the course(s) begin. Employees should refer to their respective MOU's for specific further details and restrictions.~~

17. SOCIAL SECURITY/MEDICARE

The City of Clovis does not participate in Social Security, except as required for Medicare for employees hired after April 30, 1986.

18. PUBLIC SAFETY FITNESS INCENTIVE

In the interest of public safety, the City encourages its employees to maintain a high state of health, wellness, and fitness. Sworn police ~~and fire~~ employees who participate in physical fitness testing and attain the necessary benchmarks will receive an incentive as outlined in the respective Memoranda of Understanding.

19. UNIFORMS

CFFA \$~~1000~~1500.00 per fiscal year, paid per the respective Memorandum of Understanding.

CPOA \$1200.00 per fiscal year, paid per the respective Memorandum of Understanding.

CPWEA Purchased by City.

CPSEA \$~~500-900.00~~ per year for Animal Control Officer Classes and Community Service Officers. Uniforms may be purchased by the City for all other positions that require uniforms.

~~Purchased by the City for all other positions that require uniforms.~~

TEBU Purchased by the City.

20. PAY DATE AND PAY RATE

There are two (2) pay days per month. They are the 1st and 16th unless those dates occur on a Saturday, Sunday or City observed holiday. The regular hourly pay rate for an employee is based on the work schedule of the employee (40 or 56 hour work week) and their monthly salary plus special compensation. For example, employees assigned to work a 40 hour work week the regular hourly rate is calculated as follows: Monthly base salary + special compensation (education incentive, acting pay, special team compensation, certification pay, and any health rebate amount) divided by a factor of 173.33. Employees assigned to work a 56 hour work week the regular hourly rate is calculated as follows: Monthly base salary + special compensation (education incentive, acting pay, special team compensation, certification pay, and any health rebate amount) divided by a factor of 243.33.

21. WORK SCHEDULE AND WORK WEEK

For all non-safety employees, the workweek shall be 168 regularly recurring hours. For employees working the 5/40 or 4/10 work schedule, unless otherwise specified in the employee's MOU it shall begin on Sunday at 12:00 a.m. and end at 11:59 the following Saturday. For employees working the 9/80 work schedule, each employee's designated FLSA workweek (168) hours in length) shall begin exactly four hours after the start time of their eight hour shift on the day of the week that corresponds with the employee's alternating regular day off. Work schedules and work weeks for safety personnel are designated in their respective MOU's.



MANAGEMENT EMPLOYEES BENEFITS SUMMARY

January July 1, 2019

The following is a summary of the benefits available to management employees of the City of Clovis. For more information on any of the benefits listed below, contact the Personnel/Risk Management Division at (559) 324-2725.

1. **PAID VACATION**

Vacation is provided to allow employees paid time away from work to rest, recreate and return to work with renewed vigor and a fresh perspective. Increases in vacation accrual rates provide reinforcement for and recognition of length of service. Paid vacation time will accrue as follows per pay period/work days per year/maximum accrual.

Years of Service	40 hour week Employees	56 hour week Employees
0 to 7 th anniversary	5 hrs./15 days/280 hrs. Max.	7 hrs./15 days/392 hrs. Max.
8 th to 14 th anniversary	6 hrs./18 days/328 hrs. Max.	8.4 hrs./18 days/459.2 hrs. Max.
15 th to 19 th anniversary	6.7hrs./20 days/360 hrs. Max.	9.3 hrs./20 days/504 hrs. Max.
20 th anniversary plus	8 hrs./24 days/424 hrs. Max.	11.2 hrs./24 days/593.6 hrs. Max.

2. **PAID SICK LEAVE and SICK LEAVE INCENTIVE**

a. In order to ensure that employees have the opportunity to tend to their health issues and provide incentive for judicious use of sick leave benefit, the City provides sick leave and a sick leave incentive program.

b. The sick leave incentive benefit compensates employees up to 50% of a calendar year's unused accrual based on usage after an accumulation of 20 days of sick leave. The incentive is paid automatically on December 1st of each year.

Annual Sick Leave Incentive - 40 Hour Week Employees		
Hours Used During Preceding 12 Month Period	Number of Cash-out Hours Available	Percent of Cash-Out
-0-	96	50%
.1 to 8	88	45%
8 to 16	80	40%
16 to 24	72	35%
24 to 32	64	30%
32 to 40	56	25%

Management Employees Benefits Summary

January-July 1, 2019

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Annual Sick Leave Incentive 56 Hour Week Employees		
Hours Used During Preceding 12 Month Period	Number of Cash-out Hours Available	Percent of Cash-Out
-0-	134.4	50%
.1 to 11.2	123.2	45%
11.2 to 22.4	112	40%
22.4 to 33.6	100.8	35%
33.6 to 44.8	89.6	30%
44.8 to 56	78.4	25%

c. Managers who retire from the City with a normal retirement have the choice to cash-out up to 25% of their sick leave balance on their date of retirement. The cash-out may be applied to the deferred compensation plan, or may be received in cash. The balance of unused sick leave hours after the cash-out will be certified to PERS for the benefit known as "Credit for Unused Sick Leave."

d. One-half ($\frac{1}{2}$) the annual accrual of sick leave per calendar year may be used to attend to an illness of a child, parent, spouse, registered domestic partner, sibling, parent-in-law, a grandparent, or a grandchild. (Labor Code 233(a)). Leave taken under Labor Code 233(a) will count toward the satisfaction of leave rights under AB1522.

e. Up to 24 hours or three (3) days of sick leave may be used by an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes of:

- Seeking medical attention for injuries cause by domestic violence or sexual assault.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault.
- To obtain psychological counseling related to an experience of domestic violence or sexual assault.
- To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

3. PAID HOLIDAYS

a. The City recognizes 10 scheduled paid holidays and one (1) paid floating holiday to be used at the mutual agreement of the employee and their supervisor. A four (4) hour floating holiday for all managers is available to be used on either the workday before Christmas Day or the workday before New Year's Day, subject to the needs of the City.

b. On July 1st of each year, the Deputy Police Chief and Police Captains and Lieutenants shall be provided with 100 hours of holiday time in lieu of paid leave time off for holidays observed by the City. Up to 100 hours may be cashed-out each year at the employee's option. 56/40 hour week Battalion Chiefs are provided with 200/142.86 hours of holiday time and are allowed to cash out up to 200/142.86 hours each year. The Deputy Fire Chief is provided with 100 hours each year. On July 1 of each year, the safety managers will notify finance of the number of holiday hours they intend to cash out or use so that it may be reported to PERS as earned in accordance with PERS requirements. Holiday hours must be used or cashed within the fiscal year unless an extension for use has been approved by

the City Manager. If available carry over hours are available from previous years, the Deputy Fire Chief may cash out up to 142.86 hours of holiday time each year.

c. If an employee leaves employment with the City prior to June 30, an amount equal to the pro-rata holiday time that has been unearned will be deducted from the final paycheck.

~~d. Managers in the Transit and Recreation Divisions are provided with 84 hours of holiday time in addition to the paid floating holiday for use during the fiscal year period. These hours must be used as paid time off and cannot be cashed out and are not subject to carry over from year to year.~~

4. MANAGEMENT LEAVE

a. In recognition of the effort and contributions required of Management employees beyond the “normal” workday, the City provides additional leave time. Management employees receive 56 hours of management leave per fiscal year (posted July 16th). On June 30 of each year, remaining balances of management leave will automatically be cashed out to the employee. By request, up to 40 hours of unused management leave may be carried over until December 31st. Management leave cannot accumulate to an amount greater than 56 hours, except for hours carried over. After December 31st, balances exceeding the 56 hours will be reduced to the normal maximum of 56 hours.

b. Fifty-six (56) hour per week Fire Management employees will receive 78.4 hours of management leave. By request, they may carry over fifty-six (56) hours of unused management leave until December 31st. For these employees Management Leave cannot accumulate to an amount greater than 78.4 hours, except for hours carried over. After December 31st, balances exceeding the 78.4 hours will be reduced to the normal maximum of 78.4 hours.

5. MANAGEMENT INCENTIVE PAY

In recognition of the unique nature of the efforts and contributions required of Management employees, the City also provides Management Incentive Pay equal to one (1) hour of pay each pay period that a Manager is in paid status. In addition to the one (1) hour of incentive pay, forty hour per week Battalion Chiefs will also receive 5% of base salary as additional management incentive pay.

6. FAMILY ILLNESS & BEREAVEMENT LEAVE

The City provides paid leave of up to 24 hours per calendar year to provide required personal care for immediate family members. The City also provides 40 hours of paid bereavement leave per calendar year for employees who experience the death of a family member to allow the employee to attend to various matters related to the passing of the family member. For the purposes of this Section, “immediate family” shall include husband, wife, registered domestic partner, mother/step, father/step, brother/step, sister/step, child/step, grandparent, grandchildren, mothers/fathers in-law, brothers/sisters in-laws, sons/daughters in laws or legal dependent of the employee.

7. VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING

As a victim of domestic violence, an employee has certain rights afforded by AB 2337. Those rights include the right to take time off for certain reasons related to the situation, a right to reasonable accommodation for the employee's safety, and the right to be free from retaliation and discrimination. An employee who is a victim of domestic violence, sexual assault, or stalking should contact the Personnel office for more information.

8. MILITARY LEAVE

The City supports employees who serve in the military. Military Leave requests shall be administered in accordance with the provisions of applicable federal and state law. Employees on Military Orders for 30 or less days in a fiscal year will receive paid Military Leave for that period of service. Copies of the orders must be provided to the department. Employees may be on unpaid leave for any period of active duty over (30) calendar days in one fiscal year pursuant to state law. Employees that are on active military leave may be able to reinstate PERS credit for time missed while on an active leave. For more information, please contact the Personnel/Risk Management Division.

9. MEDICAL, DENTAL, PHARMACY, OPTICAL, and GROUP LIFE INSURANCE

a. In order to provide employees with an opportunity to maintain the health and wellness of themselves and their dependents, the City provides health insurance that includes medical, prescription, dental, and vision coverage. In addition, the City provides life insurance coverage.

b. The City provides a variety of medical plan choices to employees. Each year before the open enrollment period in October/November, the City will provide the details of those options to employees. Employees may also elect dental, vision and life coverage only at a reduced rate or waive health benefits entirely. Employees who waive *all health coverage* (medical, dental, prescription, and vision coverage) are eligible for a \$420.00 health insurance rebate each month. *To receive the \$420.00 insurance rebate the employee must annually provide evidence of being covered on another group health plan.* Employees who have exhausted their FMLA/CFRA rights and are on an unpaid leave of absence approved by the City Manager are eligible to continue their health insurance coverage for a period of up to 6 (six) months. After that, if eligible, employees will have to enroll in COBRA to continue health insurance coverage.

c. City paid life insurance coverage is \$175,000 for the employee and \$10,000 for dependents.

10. RETIREE HEALTH INSURANCE

a. Employees with a minimum of five (5) years of service as a regular full time employee immediately preceding separation, and who are currently enrolled in a City health plan or other approved group health plan, and who retire in accordance with PERS age and service requirements are allowed to continue in a City sponsored Medical and Prescription plan at their expense. Details of the retiree health insurance program are provided to retirees active in the program each year before open enrollment.

b. Retiring Managers who do not meet the eligibility guidelines for the Retiree Health Insurance program will be eligible to continue the City Health Insurance at their own expense by exercising their COBRA rights.

11. SUPPLEMENTAL LIFE INSURANCE

Employees have the option to purchase supplemental life insurance in addition to the life insurance coverage provided by the City in item 8 above. Supplemental Group Life Insurance is available at the employee's expense by payroll deduction. There is a 30 day guaranteed purchase provision from date of hire. After 30 days from the date of hire, the insurance company has discretion, through the underwriting process, over policy issuance and amount of issuance. The guaranteed issue amounts are: \$100,000 for the employee, \$25,000 for the spouse and \$2,000 for children. The maximum additional insurance amount is \$500,000 for employees, \$250,000 for spouses and \$2,000 for children.

12. BUSINESS TRAVEL INSURANCE

A \$500,000 death benefit for Management employees who die while traveling on City business is provided by the City. Benefits are also paid for bodily dismemberment.

13. SHORT TERM/LONG TERM DISABILITY INSURANCE

a. In order to provide income replacement due to a non-work related event, the City provides Short and Long Term Disability Insurance. Short Term Disability Insurance provides a benefit equal to 66.67% of base salary up to \$7,000 per month for up to 24 weeks after 14 days of disability. This benefit is paid for by each employee through payroll deduction.

b. If an employee continues to be disabled the Long Term Policy begins after 24 weeks. Long Term Disability provides a benefit equal to 66.67% of base salary up to \$7,000 per month for up to two years after 180 days of disability. If an employee is permanently disabled from all occupations, a lifetime monthly benefit (to age 65) is paid to the employee. This benefit is paid for by each employee through payroll deduction.

14. EMPLOYEE ASSISTANCE PROGRAM

The Insight program is available to full-time City employees and household members to provide guidance, to promote wellness, and to help resolve personal issues that may be interfering with work or home life. Each employee or household member is entitled to three (3) free visits every six (6) months. (Sworn safety managers are eligible for an additional (3) free visits every six (6) month period.) Insight can be reached 24 hours a day at (559) 226-7437.

15. RETIREMENT

a. The City has contracted with the California Public Employees Retirement System (PERS) for employee retirement benefits. The benefits provided are based on the benefit formula, age at retirement, compensation, and length of service in the system. The contract provisions also include a 2% cost of living adjustment, the Level 4 1959 Survivor Benefit, and sick leave service credit conversion for all Managers.

b. Employees hired before January 1, 2013 are classified by PERS as “Classic Employees” for retirement purposes. The following retirement formulas apply to PERS Classic Employees:

<u>Misc.</u>	2.7% at 55 formulas with 8% Employee paid contribution on a pre-tax basis.
<u>Safety</u>	3% at 50 formula with 9% Employee paid contribution on a pre-tax basis.

The PERS retirement benefit for Classic Employees will be based on the Employee’s highest 12 consecutive months of compensation.

c. Employees hired after January 1, 2013 are classified as “New Employees” by PERS for retirement purposes. The following retirement formulas apply to PERS New Employees:

<u>Misc.</u>	2.0% at 62 formulas with 6.25% Employee paid contribution on a pre-tax basis.
<u>Safety</u>	2.7% at 57 formula with 11.25% Employee paid contribution on a pre-tax basis.

The PERS retirement benefit for New Employees is based on the Employee’s highest 36 consecutive months of compensation.

The employee contribution rate for new members may be subject to change. For example, the employee contributions may increase or decrease based on PERS funding requirements.

d. Additional Employee Cost-Sharing of PERS Contributions

All employees participate in PERS retirement benefit cost-sharing in the form of additional percentages of employee compensation paid toward the City’s PERS retirement costs as follows:

Miscellaneous Employees: 8.4%
Safety Employees: 8.0%

16. PRE-RETIREMENT DEATH BENEFITS

a. The retirement contract with PERS includes a pre-retirement death benefit. If an **employee is not eligible to retire** (i.e., has not attained age 50 and at least five (5) years of PERS service credit) the employee’s beneficiary will receive the Basic Death Benefit which is a refund of the employee’s contributions plus interest and up to six (6) months’ pay. In addition the beneficiary will receive the 1959 Survivor Benefit which provides a monthly allowance of up to \$2,280 for three (3) or more eligible survivors.

b. Beneficiaries of **employees who are eligible to retire** may elect to receive the same benefit as noted above or the 1957 Survivor Benefit which provides a monthly allowance equal to one half of what the highest service retirement allowance would have been had the employee retired on the date of their death. In lieu of either of these benefits, an eligible

survivor may receive the Pre-Retirement Option 2W Death Benefit. It provides a monthly benefit to the eligible survivor equal to the amount the employee would have received had the employee retired on the date of their death and elected Option 2W.

c. When the death of a safety employee who is **not eligible to retire** is determined to be **job related** the beneficiaries may receive the Special Death Benefit which provides a monthly allowance equal to one half of final compensation. If the cause of death is some external violence or physical force while on the job, and there are eligible children in addition to a spouse or registered domestic partner, the allowance may be increased to 75 percent. The beneficiary may elect to receive the Basic Death Benefit and the 1959 Survivor Benefit in place of the Special Death Benefit.

d. When the death of a safety employee who is **eligible to retire** is determined to be **job related** the beneficiaries may receive the Special Death Benefit which provides a monthly allowance equal to one half of final compensation. If the cause of death is some external violence or physical force while on the job, and there are eligible children in addition to a spouse or registered domestic partner, the allowance may be increased to 100 percent. The beneficiary may elect to receive the Basic Death Benefit and the 1959 Survivor Benefit in place of the Special Death Benefit.

17. DEFERRED COMPENSATION

An IRC Section 457 deferred compensation plan is available to all Management employees as a supplemental retirement plan, with the City matching the employee's contribution on a dollar for dollar basis up to 3% of the employee's base pay.

18. VEHICLE ALLOWANCE

Designated management positions receive a \$455 per month vehicle allowance in lieu of an assigned City vehicle for business and personal use pursuant to IRS regulations. Miles driven in excess of 50 miles round trip will be paid at the current IRS set mileage rate. To receive a vehicle allowance, the employee must maintain a valid California Driver's license, maintain current registration and qualifying insurance (minimum limit of \$300,000 combined single limit personal liability) on the vehicle, and provide proof of that insurance to the City of December 16 of each year. Failure to provide proof of insurance will result in the vehicle allowance being suspended until the proof is provided. For more information, see the City's Business Travel Policy.

19. CELLULAR TELEPHONE PROGRAM

Designated management employees will receive a \$50 per month cellular phone allowance for business and personal use pursuant to IRS regulations.

20. COMPUTER LOAN PROGRAM

The computer loan program is intended to encourage computer ownership in order to improve computer skills and organizational efficiency. The City will loan up to \$3,000 for a period of 24 months, interest free, for Management employees to purchase a computer, software, and related devices for professional development and personal use.

21. PROFESSIONAL DEVELOPMENT

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.

~~a. The City encourages its employees to further their education. With prior authorization and upon completion of coursework with a grade 'C' or better, the City reimburses for: books, tuition, and other applicable fees up to the amount for comparable classes at CSUF on a per semester basis.~~

~~b. The maximum reimbursement rate for accelerated, condensed or other non-traditional courses from accredited institutions shall be equal to the per unit cost of the CSUF undergraduate fee for seven (7) or more units. For graduate courses, the rate will be the CSUF graduate fee for seven or more units. The reimbursement rate for each course will be based on the fees in effect on the date the course(s) begin.~~

~~c. Effective July 1, 2016,~~

~~1. An employee will be eligible for reimbursement of approved expenses for one (1) Bachelor's degree, provided the employee does not already possess a Bachelor's degree. The City will not reimburse employees for costs related to an employee's second Bachelor's degree.~~

~~2. An employee will be eligible for reimbursement of expenses for one (1) approved Master's degree provided the employee has completed an approved Bachelor's degree. The City will not reimburse employees for costs related to a Master's degree if the City has previously reimbursed the employee for the costs associated with a Bachelor's degree. The City will not reimburse costs associated with an employee's second Master's degree.~~

22. SOCIAL SECURITY/MEDICARE

The City of Clovis does not participate in Social Security, except as required for Medicare for employees hired after April 30, 1986.

23. STAND-BY COMPENSATION

Stand-by compensation shall be provided for managers in the Information Technology Division who participate in the regularly scheduled rotation of 24-hour/7-day coverage for computer services. Compensation for the 24/7 period shall be equivalent to ~~20~~30% of the weekly base salary. Actual callbacks shall be paid at the straight time rate for actual hours worked.

24. PUBLIC SAFETY FITNESS INCENTIVE

In the interest of public safety, the City encourages its public safety managers to maintain a high state of health, wellness, and fitness. To that end, employees in police and fire management classifications who participate in physical fitness testing and attain the necessary benchmarks will receive the same incentive provided to represented employees in the respective departments. (Note: Fire Management Fitness Incentive was added into step one of the salary schedule for Deputy Chief and Battalion Chiefs on July 1, 2019.)

25. PUBLIC SAFETY MANAGERS EXTRA SHIFT COVERAGE

Subject to approval by the City Manager, the Deputy Police Chief, Police Captains and Police Lieutenants, and Deputy Fire Chief and Battalion Chiefs, and the Communications Supervisor, Supervisor of Animal Services, and Public Safety Management Analysts who are required to back fill for a subordinate's shift or fill a shift for another safety manager in the same position due to staffing will be provided with additional compensation provided that the extra shift requires working hours beyond those hours regularly scheduled for the work week. The additional compensation will be paid at the straight time rate of pay of the manager filling the shift, unless the manager is filling the shift for a subordinate. When filling a shift for a subordinate, the rate of compensation will be the straight time rate for step 5 of the classification being filled for the duration of the extra shift coverage assignment. If the assignment includes a 56 hour week assignment, the public safety manager will be paid at the 56 hour rate of pay.

Deployment pay for Safety Managers under a contract for service with another government agency will be provided at the contracted rate up to 1.5 times the employee's normal hourly rate (56 or 40 hour).

26. SAFETY COMMAND STAFF EXTRAORDINARY EVENT LEAVE

Each fiscal year, upon recommendation of the Police Chief, the City Manager will have discretion to authorize up to an additional 40 hours of paid compensation to Police Department Command Staff who have worked during extraordinary law enforcement event(s) which required significant additional time in excess of their regular work schedule.

Each fiscal year, upon recommendation of the Fire Chief, the City Manager will have the discretion to authorize up to an additional 40 hours of paid compensation to the Deputy Fire Chief, and Special Projects and Life Safety Manager who have worked during incidents or events which required significant additional time in excess of their regular work schedule and for which they have not otherwise received compensation for those hours worked.

27. UNIFORMS

Uniform allowance is provided to management employees as follows:

Sworn Fire Management: ~~\$1000~~1,500.00 per fiscal year, paid ~~annually~~each pay period.

Sworn Police Management: ~~-\$1200~~.00 per fiscal year, paid ~~quarterly~~annually in January.

Utility Managers: Purchased by City.



EXECUTIVE MANAGEMENT EMPLOYEES BENEFITS SUMMARY

January July 1, 2019

The following is a summary of the benefits available to Executive Management employees of the City of Clovis. For more information on any of the benefits listed below, contact the Personnel/Risk Management Division at (559) 324-2725.

Executive Management classifications include the City Manager, Assistant City Manager/City Clerk, Community and Economic Development Director, Planning and Development Services Director, Finance Director, Fire Chief, General Services Director, Police Chief, and Public Utilities Director.

1. PAID VACATION

Vacation is provided to allow employees paid time away from work to rest, recreate, and return to work with renewed vigor and fresh perspectives. Increases in vacation accrual rates provide reinforcement for and recognition of length of service. Paid vacation time will accrue as follows per pay period/work days per year/maximum accrual. However, Executive Managers that enter City employment with prior public agency experience will accrue vacation leave at the level commensurate with their years of public service for benefit accrual purposes.

Years of Service	40 hour week Employees	56 hour week Employees
0 to 7 th anniversary	5 hrs./15 days/280 hrs. Max.	7 hrs./15 days/392 hrs. Max.
8 th to 14 th anniversary	6 hrs./18 days/328 hrs. Max.	8.4 hrs./18 days/459.2 hrs. Max.
15 th to 19 th anniversary	6.7hrs./20 days/360 hrs. Max.	9.3 hrs./20 days/504 hrs. Max.
20 th anniversary plus	8 hrs./24 days/424 hrs. Max.	11.2 hrs./24 days/593.6 hrs. Max.

2. PAID SICK LEAVE and SICK LEAVE INCENTIVE

a. In order to ensure that employees have the opportunity to tend to health issues and to provide incentive for judicious use of the sick leave benefit, the City provides paid sick leave and a sick leave incentive program.

b. The sick leave incentive benefit compensates employees up to 50% of a calendar year's unused accrual based on usage after an accumulation of 20 days of sick leave. The incentive is paid automatically on December 1st of each year.

Annual Sick Leave Incentive - 40 Hour Week Employees		
Hours Used During Preceding 12 Month Period	Number of Cash-Out Hours Available	Percent of Cash-Out
-0-	96	50%
.1 to 8	88	45%
8 to 16	80	40%
16 to 24	72	35%
24 to 32	64	30%
32 to 40	56	25%

c. Executive Managers have the choice to receive up to 50% cash-out of total accrued sick leave at the time of retirement, or a 25% cash-out at the time of separation of employment in good standing for reasons other than a “normal” retirement. The cash-out may be applied to the deferred compensation plan, or may be received in cash. The balance of unused sick leave hours after the cash-out will be certified to PERS for the benefit known as “Credit for Unused Sick Leave.”

d. One-half (½) of the annual accrual of sick leave per calendar year may be used to attend to the health issues of a child, parent, spouse, registered domestic partner, sibling, parent-in-law, grandparent, or grandchild. (Labor Code 233(a)). Leave taken under Labor Code 233(a) will count toward the satisfaction of leave rights under AB1522.

e. Up to 24 hours or three (3) days of sick leave may be used by an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes of:

- Seeking medical attention for injuries cause by domestic violence or sexual assault.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault.
- To obtain psychological counseling related to an experience of domestic violence or sexual assault.
- To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

3. PAID HOLIDAYS

a. The City recognizes 10 scheduled paid holidays, and one (1) paid floating holiday to be used at the mutual agreement of the employee and their supervisor. A four (4) hour floating holiday for all managers is available to be used on either the workday before Christmas Day or the workday before New Year’s Day, subject to the needs of the City.

b. On July 1st of each year, the Fire Chief and Police Chief shall receive 100 hours in the Holiday Hour Bank in lieu of paid leave time-off for holidays observed by the City. Up to 100 hours may be cashed-out each year at the Fire and Police Chief’s option. On July 1 of each year, the Fire Chief and Police Chief will notify finance of the number of holiday hours they intend to cash out or use so that it may be reported to PERS as earned in accordance with PERS requirements. Holiday hours must be used or cashed within the fiscal year unless an extension for use has been approved by the City Manager. If available

carry over hours are available from previous years, the Fire Chief may cash out up to 142.86 hours of holiday time each year.

c. If the Fire / Police Chief leaves City employment prior to June 30th, an amount equal to the pro-rata holiday time that has been unearned during the fiscal year will be deducted from their final paycheck.

4. MANAGEMENT LEAVE

In recognition of the effort and contributions required of Executive Management employees beyond the “normal” workday, the City provides additional leave time. Executive Management employees receive 96 hours of management leave per fiscal year (posted July 16th). Up to 56 hours of unused management leave is automatically cashed out on July 1st of each year. Forty (40) hours of management leave has no cash-out value. On June 30th of each year, up to a maximum of 40 hours of unused management leave will automatically be carried over until December 31st. Management leave cannot accumulate to an amount greater than 96 hours, except for hours carried over. After December 31st, balances exceeding the 96 hours will be reduced to the normal maximum of 96 hours.

5. MANAGEMENT INCENTIVE PAY

In recognition of the unique nature of the effort and contributions required of Management employees, the City also provides Management Incentive Pay equal to one (1) hour of pay each pay period that a Manager is in paid status.

6. FAMILY ILLNESS & BEREAVEMENT LEAVE

The City provides paid leave of up to 24 hours per calendar year for the purpose of providing personal care for immediate family members. The City also provides 40 hours of paid bereavement leave per calendar year for employees who experience the death of a family member to allow the employee to attend to various matters related to the passing of the family member. For the purposes of this Section, “immediate family” shall include husband, wife, registered domestic partner, mother/step, father/step, brother/step, sister/step, child/step, grandparent, grandchildren, mothers/fathers in-law, brothers/sisters in-law, sons/daughters in law or legal dependent of the employee.

7. VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING

As a victim of domestic violence, an employee has certain rights afforded by AB 2337. Those rights include the right to take time off for certain reasons related to the situation, a right to reasonable accommodation for the employee’s safety, and the right to be free from retaliation and discrimination. An employee who is a victim of domestic violence, sexual assault, or stalking should contact the Personnel office for more information.

8. MILITARY LEAVE

The City supports employees who serve in the military. Military Leave requests shall be administered in accordance with the provisions of applicable federal and state law. Employees on Military Orders for 30 or less days in a fiscal year will receive paid Military Leave for that period of service. Copies of the orders must be provided to the department. Employees may be on unpaid leave for any period of active duty over 30 calendar days in one fiscal year pursuant to state law. Employees that are on active military leave may be

able to reinstate PERS credit for time missed while on an active leave. For more information, please contact the Personnel/Risk Management Division.

9. MEDICAL, DENTAL, PHARMACY, OPTICAL, and GROUP LIFE INSURANCE

a. In order to provide employees with an opportunity to maintain the health and wellness of themselves and their dependents, the City provides health insurance that includes medical, prescription, dental, and vision coverages. In addition, the City provides life insurance coverage.

b. The City provides a variety of medical plan choices to employees. Each year before the open enrollment period in October/November, the City will provide the details of those options to employees. Employees may also elect dental, vision and life coverage only at a reduced rate or waive health benefits entirely. Employees who waive *all health coverage* (medical, dental, prescription, and vision coverage) are eligible for a \$420.00 health insurance rebate each month. *To receive the \$420.00 health rebate the employee must annually provide evidence of being covered on another group health plan.* Employees who have exhausted their FMLA/CFRA rights and are on an unpaid leave of absence approved by the City Manager are eligible to continue their health insurance coverage for a period of up to 6 (six) months. After that, if eligible, employees will have to enroll in COBRA to continue health insurance coverage.

c. City-paid life insurance coverage for Executive Managers is \$275,000 for the employee and \$10,000 for dependents.

10. RETIREE HEALTH INSURANCE

a. Employees with a minimum of five (5) years of service as a regular full time employee immediately preceding separation, and who are currently enrolled in a City health plan or other approved group health plan, and who retire in accordance with PERS age and service requirements are allowed to continue in a City sponsored Medical and Prescription plan at their expense. Details of the retiree health insurance program are provided to retirees active in the program each year before open enrollment.

b. Retiring Managers who do not meet the eligibility guidelines for the Retiree Health Insurance program will be eligible to continue the City Health Insurance at their own expense by exercising their COBRA rights.

11. SUPPLEMENTAL LIFE INSURANCE

Employees have the option to purchase supplemental life insurance in addition to the life insurance coverage provided by the City in Item 8 above. Supplemental Group Life Insurance is available at the employee's expense by payroll deduction. There is a 30 day guaranteed purchase provision from date of hire. After 30 days from the date of hire, the insurance company, through the underwriting process, has discretion over policy issuance and amount of issuance. The guaranteed issue amounts are: \$100,000 for the employee, \$25,000 for the spouse and \$2,000 for children. The maximum additional insurance amount is \$500,000 for employees, \$250,000 for spouses and \$2,000 for children.

12. BUSINESS TRAVEL INSURANCE

A \$500,000 death benefit for Executive Management employees who die while traveling on City business is provided by the City. Benefits are also paid for bodily dismemberment.

13. SHORT TERM/LONG TERM DISABILITY INSURANCE

a. In order to provide income replacement due to a non-work related event, the City provides Short and Long Term Disability Insurance. Short Term Disability Insurance provides a benefit equal to 66.67% of base salary up to \$7,000 per month for up to 24 weeks after 14 days of disability. This benefit is paid for by each employee through payroll deduction.

b. If an employee continues to be disabled, the Long Term Policy begins after 24 weeks. Long Term Disability provides a benefit equal to 66.67% of base salary up to \$7,000 per month for up to two years after 180 days of disability. If an employee is permanently disabled from all occupations, a lifetime monthly benefit (to age 65) is paid to the employee. This benefit is paid for by each employee through payroll deduction.

14. EMPLOYEE ASSISTANCE PROGRAM

The Insight program is available to full-time City employees and household members to provide guidance to promote wellness and to help resolve personal issues that may be interfering with work or home life. Each employee or household member is entitled to three (3) free visits every six (6) months. (Each sworn safety employee is entitled to an additional (3) free visits every (6) month period.) Insight can be reached 24 hours a day at (559) 226-7437.

15. RETIREMENT

a. The City has contracted with the California Public Employees Retirement System (PERS) for employee retirement benefits. The benefits provided are based on the benefit formula, age at retirement, compensation, and length of service in the system. The contract provisions also include a 2% cost of living adjustment, the Level 4 1959 Survivor Benefit, and sick leave service credit conversion for all Managers.

b. Employees hired before January 1, 2013, are classified by PERS as “Classic Employees” for retirement purposes. The following retirement formulas apply to PERS Classic Employees:

<u>Misc.</u>	2.7% at 55 formulas with 8% Employee paid contribution on a pre-tax basis.
<u>Safety</u>	3% at 50 formula with 9% Employee paid contribution on a pre-tax basis.

The PERS retirement benefit for Classic Employees will be based on the employee’s highest 12 consecutive months of compensation.

c. Employees hired after January 1, 2013, are classified as “New Employees” by PERS for retirement purposes. The following retirement formulas apply to PERS New Employees:

<u>Misc.</u>	2.0% at 62 formulas with 6.25% Employee paid contribution on a pre-tax basis.
<u>Safety</u>	2.7% at 57 formula with 11.25% Employee paid contribution on a pre-tax basis.

The PERS retirement benefit for New Employees is based on the employee's highest 36 consecutive months of compensation.

The employee contribution rate for PERS New Employees may be subject to change. For example the employee contributions may increase or decrease based on PERS funding requirements.

d. Additional Employee Cost-Sharing of PERS Contributions:

All employees participate in PERS retirement benefit cost-sharing in the form of additional percentages of employee compensation paid toward the City's PERS retirement costs as follows:

Miscellaneous Employees: 8.4% cost sharing

Safety Employees: 8.0% cost sharing

16. PRE-RETIREMENT DEATH BENEFITS

a. The City's retirement contract with PERS includes a pre-retirement death benefit. If an **employee is not eligible to retire** (i.e., has not attained age 50 and at least five (5) years of PERS service credit) the employee's beneficiary will receive the Basic Death Benefit which is a refund of the employee's contributions plus interest and up to six (6) month's pay. In addition, the beneficiary will receive the 1959 Survivor Benefit which provides a monthly allowance of up to \$2,280 for three (3) or more eligible survivors.

b. Beneficiaries of **employees who are eligible to retire**, may elect to receive the same benefit as noted above or the 1957 Survivor Benefit which provides a monthly allowance equal to one half of what the highest service retirement allowance would have been had the employee retired on the date of their death. In lieu of either of these benefits, an eligible survivor may receive the Pre-Retirement Option 2W Death Benefit. It provides a monthly benefit to the eligible survivor equal to the amount the employee would have received had the employee retired on the date of their death and elected Option 2W.

c. When the death of a safety employee who is **not eligible to retire** is determined to be **job related** the beneficiaries may receive the Special Death Benefit which provides a monthly allowance equal to one half of final compensation. If the cause of death is some external violence or physical force while on the job, and there are eligible children in addition to a spouse or registered domestic partner, the allowance may be increased to 75 percent. The beneficiary may elect to receive the Basic Death Benefit and the 1959 Survivor Benefit in place of the Special Death Benefit.

d. When the death of a safety employee who is **eligible to retire** is determined to be **job related** the beneficiaries may receive the Special Death Benefit which provides a monthly allowance equal to one half of final compensation. If the cause of death is some external

violence or physical force while on the job, and there are eligible children in addition to a spouse or registered domestic partner, the allowance may be increased to 100 percent. The beneficiary may elect to receive the Basic Death Benefit and the 1959 Survivor Benefit in place of the Special Death Benefit.

17. DEFERRED COMPENSATION

An IRC Section 457 deferred compensation plan is available to all Management employees as a supplemental retirement plan, with the City matching the employee's contribution on a dollar for dollar basis up to 3% of the employee's base pay.

18. VEHICLE ALLOWANCE

Executive Managers receive a \$500 per month vehicle allowance, unless modified by an employment agreement, in lieu of an assigned City vehicle for business and personal use pursuant to IRS regulations. Miles driven in excess of 50 miles round-trip will be paid at the current IRS set mileage rate. To receive a vehicle allowance, the employee must maintain a valid California Driver's license, maintain current registration and qualifying insurance (minimum limit of \$300,000 combined single limit personal liability) on the vehicle, and provide proof of that insurance to the City by December 16 of each year. Failure to provide proof of insurance will result in the vehicle allowance being suspended until the proof is provided. For more information, see the City's Business Travel Policy.

19. CELLULAR TELEPHONE PROGRAM

Executive Management employees will receive a \$50 per month cellular phone allowance for business and personal use pursuant to IRS regulations.

20. COMPUTER LOAN PROGRAM

The computer loan program is intended to encourage computer ownership in order to improve computer skills and organizational efficiency. The City will loan up to \$3,000 for a period of 24 months, interest free, for Executive Management employees to purchase a computer, software, and related devices for professional development and personal use.

21. PROFESSIONAL DEVELOPMENT

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.

~~a. The City encourages its employees to further their education. With prior authorization and upon completion of coursework with a grade 'C' or better, the City reimburses for: books, tuition, and other applicable fees up to the amount for comparable classes at CSUF on a per semester basis.~~

~~b. The maximum reimbursement rate for accelerated, condensed or other non-traditional courses from accredited institutions shall be equal to the per unit cost of the CSUF undergraduate fee for seven (7) or more units. For graduate courses, the rate will be the CSUF graduate fee for seven or more units. The reimbursement rate for each course will be based on the fees in effect on the date the course(s) begin.~~

~~e. Effective July 1, 2016,~~

~~1. An employee will be eligible for reimbursement of approved expenses for one (1) Bachelor's degree, provided the employee does not already possess a Bachelor's degree. The City will not reimburse employees for costs related to an employee's second Bachelor's degree.~~

Executive Management Employees Benefits Summary

~~January~~ July 1, 2019

Page 9 of 9

~~2. An employee will be eligible for reimbursement of expenses for one (1) approved Master's degree provided the employee has completed an approved Bachelor's degree. The City will not reimburse employees for costs related to a Master's degree if the City has previously reimbursed the employee for the costs associated with a Bachelor's degree. The City will not reimburse costs associated with an employee's second Master's degree.~~

22. SOCIAL SECURITY/MEDICARE

The City of Clovis does not participate in Social Security, except as required for Medicare for employees hired after April 30, 1986.

23. PUBLIC SAFETY FITNESS INCENTIVE

In the interest of public safety, the City encourages its public safety managers to maintain a high state of health, wellness, and fitness. To that end, employees in police ~~and fire~~ management classifications who participate in physical fitness testing and attain the necessary benchmarks will receive the same incentive provided to represented employees in the respective departments. (Note: The Fire Management Fitness Incentive was added into step one of the salary schedule for the Fire Chief on July 1, 2019.)

24. SAFETY COMMAND STAFF EXTRAORDINARY EVENT LEAVE

Each fiscal year, upon recommendation, the City Manager will have the discretion to authorize up to an additional 40 hours of paid compensation to the Police and Fire Chiefs who have worked extraordinary law enforcement or fire events or other major incidents which required significant additional time in excess of their regular work schedule and for which they have not otherwise received compensation for those hours worked.

25. UNIFORMS

Uniform allowance is provided to public safety Executive Management employees as follows:

Fire	\$ 1000 <u>1500</u> .00 per fiscal year, paid annually <u>each pay period</u> .
Police	\$1200.00 per fiscal year, paid quarterly <u>annually each January</u> .



AGENDA ITEM NO:	4
City Manager:	LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 15, 2019

SUBJECT: Approval – Res 19-____: Authorizing Amendments to the Senior Fire Prevention Officer Classification

ATTACHMENTS: Resolution 19-____;
Exhibit A – Senior Fire Prevention Officer Classification

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve the Resolution authorizing amendments to the Senior Fire Prevention Officer Classification in order to update the classification and also revise the experience, license and certification sections of the classification.

EXECUTIVE SUMMARY

It is necessary to revise the Senior Fire Prevention Officer Classification in order to update the classification and revise the experience, license and certification sections. Modification of the City's Classification Plan requires the City Council's approval.

BACKGROUND

An analysis of the Senior Fire Prevention Officer Classification recently conducted in advance of the upcoming recruitment identified a need to revise the classification. The analysis indicated that the classification needed minor revisions, updates, and to revise the experience, license and certification sections. It was determined that this classification does not need a commercial driver's license and the revision will now allow for a non-commercial driver's license. The certification section was updated to allow the incumbent the ability to obtain a California State Fire Marshall (CSFM) Fire Inspector 2 or Fire Prevention Specialist certification within 24 months of hire. Minor updates were also made to the experience section to broaden the scope of required experience. This will allow the Department to attract a larger applicant pool. The updated classification amendments will reflect the current needs of the Fire Department.

FISCAL IMPACT

None

REASON FOR RECOMMENDATION

The Senior Fire Prevention Officer classification is recommended for revision in order to update and revise the classification for the upcoming recruitment. Modification of the City's Classification Plan requires City Council approval.

ACTIONS FOLLOWING APPROVAL

The City's Classification Plan will be updated to include the revised Senior Fire Prevention Officer (Exhibit A).

Prepared by: Lori Shively, Personnel/Risk Manager

Recommended by: Shonna Halterman, General Services Director 

RESOLUTION 19-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING
AMENDMENTS TO THE CITY'S CLASSIFICATION PLAN FOR THE
SENIOR FIRE PREVENTION OFFICER CLASSIFICATION**

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

WHEREAS, it has been determined that amendments to the classification and updates to the experience, license and certification sections of the Senior Fire Prevention Officer classification are necessary in order to recruit for this position; and,

WHEREAS, modification of the City's Classification Plan requires authorization by the City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the City's Classification Plan shall be modified to include the revised Senior Fire Prevention Officer Classification specification (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 July 15, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: July 15, 2019

Mayor

City Clerk

Exhibit A

**City of Clovis
Senior Fire Prevention Officer**

DESCRIPTION:

DEFINITION

Under general supervision participates in code enforcement; inspections of state mandated occupancies, existing buildings and new construction including the various fire suppression/alarming systems; supports plan review and plan check process, coordinates school, business and FEMA based public education programs; coordinates all public education programs including the Clovis Emergency Response Team (CERT) volunteers, fulfills assigned role providing incident support or Public Information Office (PIO) functions locally, performs administrative and technical support for assigned program areas; assists in various emergency management functions locally; performs administrative and technical support for community risk reduction activities; and performs related work as required.

CLASS CHARACTERISTICS:

Reporting to the Life Safety Enforcement Manager, positions in this class perform the advanced journey level fire prevention and enforcement duties that do not require a sworn fire fighter. The Senior Fire Prevention Officer classification is distinguished from the Fire Prevention Officer classification in that the incumbents are assigned responsibilities that require an advanced level of California State Fire Marshal (CSFM) training and certification, Federal Emergency Management Agency (FEMA) certification, National Incident Management System (NIMS) certifications supporting emergency operations center (EOC) coordination, coordination responsibilities for program, acting as the lead in development and maintenance of public education programs and overall supervision of the City's weed abatement program. Whereas the Fire Prevention Officer supports these programs through assigned activities working within specific direction. Incumbents are expected to use sound and considerable judgment. Latitude and initiative are expected in order to complete program and field projects.

EXAMPLES OF DUTIES:

Inspects institutions, industries, mercantile establishments, hotels and apartment houses, service stations, schools, hospitals, nursing and convalescent units, and other establishments to secure compliance with codes and regulations pertaining to fire safety; makes recommendations concerning fire safety for licensing purposes; reviews plans and installations of fire protection systems, devices, and equipment;

trains department personnel in the techniques and requirements of fire prevention inspections; prepares inspection records and technical letters pertaining to recommendations and violations; plans, coordinates, and conducts the City's weed abatement program; certified and serves in assigned Incident Command System (ICS) role for incidents; including but not limited to Public Information Officer (PIO); supports staffing, training and coordination of EOC and emergency operations plan (EOP) implementation; operates City vehicles; plans, coordinates, and conducts public education programs serving as the lead trainer for program personnel; collects, compiles, and maintains statistical data regarding program outcomes for state and federal grants; Federal Emergency Management Agency (FEMA) certified to assist to lead and coordinate the Clovis Emergency Response Team (CERT) program volunteers and develop ongoing activities to support the department and volunteer development/deployment; in EOC activation and incident support coordination and develop ongoing activities to support EOC/EOP training and exercise; leads and coordinates the Clovis Emergency Response Team (CERT) program volunteers and develops ongoing activities to support the department and volunteer development/deployment; and performs related work as required.

TYPICAL QUALIFICATIONS:

LICENSE AND CERTIFICATION

License Required:

- Possession of a valid California Driver's License with fire fighter endorsements or a California Class B Driver's License and a good driving record.

Certifications Required:

- California State Fire Marshal (CSFM) Fire Inspector 1 or Fire Prevention Officer;
- California State Fire Marshal (CSFM) Fire Inspector 2 or Fire Prevention Specialist;
- Ability to obtain certification as a Federal Emergency Management Agency (FEMA) Program Manager Certification within twelve (12) months of appointment;
- Ability to obtain certification as a Federal Emergency Management Agency (FEMA) Train The Trainer Certification within twelve (12) months of appointment;
- California State Fire Marshal (CSFM) Fire Inspector 2 or Fire Prevention Specialist, within 24 months of appointment;

EDUCATION AND EXPERIENCE

EDUCATION AND EXPERIENCE:

A combination of training and experience that provides the required knowledge, skills, and abilities is required.

Education:

- Typical education would include two (2) years of course work from an accredited college or university with major course work in Fire Science, Public Administration, Behavioral Science, or a closely related field.

Experience:

- Typical experience would include a minimum of four (4) years of increasingly responsible fire prevention and analytical experience duties within a fire department, which included code enforcement, public education, volunteer supervision, and training personnel this would normally include some or all of these activities: life safety fire prevention inspections, plan review, code enforcement, public education, and community risk reduction.

QUALIFICATIONS

Knowledge of:

- State and Federal laws, codes, and ordinances pertaining to fire prevention;
- Appropriate safety precautions and procedures;
- Safety codes related to fire prevention including but not limited to Uniform Fire Code, Uniform Building Code, State Administrative Code, and National Fire Code;
- Standard fire protection and prevention theory, techniques, and practices relative to various types of occupancies;
- Building materials and construction practices;
- Volunteer program operations, services, principles, and practices;
- Community Risk Reduction program operations, services, principles, and practices;
- Basic statistical analysis methodologies;
- Basic public education program implementation, operations, procedures, techniques, and best practices;
- Data collection, research, and analysis techniques.

Ability to:

- Conduct complex statistical and analytical studies, such as collect and analyze data, develop and test hypotheses, draw valid conclusions, and present narrative and statistical data and recommendations regarding assigned program area outcomes;

- Operate computer and a variety of other software applications;
- Make clear and concise oral presentations;
- Prepare and present accurate, comprehensive, and concise reports and recommendations;
- Assist with the development of tactics, strategies, and planning in public education and volunteer management;
- Communicate effectively orally and in written form;
- Interpret and explain the California Fire Code;
- Interpret and explain City policies and municipal code;
- Establish and maintain effective working relationships with the general public, volunteers, school district personnel, City personnel, and other outside fire prevention personnel;
- Inspect Detect and determine proper corrective action for fire hazards found at various buildings and installations;
- Inspect and determine corrective action for deficiencies in a variety of fixed fire protection systems;
- Work under pressure and within challenging deadlines;
- Operate a vehicle observing legal and defensive driving practices.

SUPPLEMENTAL INFORMATION:

PHYSICAL DEMANDS AND WORKING CONDITIONS

Lifting, carrying and/or pushing 50 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds; ability to climb ladders to access any portion of a building and be comfortable working on roof top areas or other above ground locations; ability to attend periodic evening meetings and weekend events outside of regularly scheduled shift; incumbents may be scheduled to work modified workweeks including evenings and weekends, subject to periodic rotation of schedule; incumbents may be required to travel within and out of the City to attend meetings, training, or other job-related requirements.

- Strength: Light work lifting, carrying and/or pushing 50 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Ability to attend periodic evening meetings or meetings outside of regularly scheduled shift;
- Responds to emergency response incidents to provide incident support;
- Incumbents are required to work in all weather conditions.



AGENDA ITEM NO: 5
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 15, 2019

SUBJECT: Approval – A One-Year Contract Extension with Environment Control for City-wide Janitorial Services from September 22, 2019 through September 21, 2020.

ATTACHMENTS: Exhibit A – Extension Agreement
Exhibit B – Environment Control Pricing Proposal

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve a one-year contract extension with Environment Control for City-wide janitorial services from September 22, 2019 through September 21, 2020; and authorize the City Manager to execute a contract extension with Environment Control for service.

EXECUTIVE SUMMARY

Environment Control is currently under contract with the City for City-wide janitorial services. They recently submitted a formal proposal to the City requesting an extension of their service agreement through September 21, 2020. Their current contract includes provisions for two (2) one-year contract extensions with mutual agreement of both parties.

Environment Control's current contract expires September 21, 2019. Their proposal is reflecting no cost increases for the first 3.3 months of the contract, from September 22, 2019 through December 31, 2019. Their proposal is reflecting a cost increase of 8% for the balance of the proposed contract extension, from January 1, 2020 through September 21, 2020. Environment Control's proposed cost increase is due to increases in the cost of living and materials, and coincides with the State of California's scheduled January 1, 2020 one-dollar (\$1) minimum wage increase. Based on the quality of service, staff recommends executing a one-year contract extension with Environment Control.

BACKGROUND

After completing the competitive RFP process for janitorial services, the City awarded Environment Control a three-year janitorial services contract during September 2015. Although the term of the contract would have formally ended September 21, 2018, a one-year contract extension was approved by the City Council on August 6, 2018, extending Environment Control's contract through September 21, 2019.

Environment Control submitted a formal proposal to the City on June 12, 2019, requesting an additional one-year contract extension through September 21, 2020. Their current contract includes provisions for two (2) one-year contract extensions with mutual agreement of both parties.

Environment Control's proposal is reflecting no cost increases for the first 3.3 months of the contract, from September 22, 2019 – December 31, 2019. Their proposal is reflecting a cost increase of 8% for the balance of the proposed contract extension, from January 1, 2020 through September 21, 2020. Environment Control's proposed cost increase is due to increases in the cost of living and materials, and coincides with the State of California's scheduled January 1, 2020 one-dollar (\$1) minimum wage increase. A matrix illustrating Environment Control's pricing for the proposed one-year contract extension is shown below;

PROPOSED PRICING MATRIX FOR JANITORIAL SERVICES SEPTEMBER 22, 2019 - SEPTEMBER 21, 2020		
FACILITY	PROPOSED MONTHLY CHARGES 9/22/2019 – 12/31/2019	PROPOSED MONTHLY CHARGES (1/1/20 - 9/21/20)
	Proposed pricing reflects a 0% increase over FY18/19 contract pricing	Proposed pricing reflects an 8% increase over FY18/19 contract pricing
CIVIC CENTER, MISC.	\$5,498.00	\$5,938.00
PUBLIC SAFETY	\$11,280.00	\$12,182.00
O&M - CORP YARD	\$7,804.00	\$8,428.00
SENIOR CENTER	\$1,488.00	\$1,607.00
COMMUNITY RR	\$1,660.00	\$1,793.00
MISS WINKLES	\$2,033.00	\$2,196.00
MONTHLY TOTAL	\$29,763.00	\$32,144.00
	ANNUAL CHARGES	
SPECIAL SERVICES*	\$2,727.00	\$2,946.00

*Special services costs are those costs such as building washing and window cleaning that are scheduled upon request. Totals shown are the maximum amount the City would accrue annually for these services. Staff is currently scheduling as many of these services as is practical prior to the price increase

The following table illustrates the current annual costs for all services versus the proposed annual costs for the one-year contract extension and reflects an 8.0% price increase.

ANNUAL COSTS FOR BASIC JANITORIAL SERVICES	
TERM OF CONTRACT	ANNUAL COST
CURRENT - September 22, 2018 - September 21, 2019	\$352,178.13
PROPOSED - September 22, 2019 - September 21, 2020	\$380,316.00

Previously, Environment Control was selected as the successful vendor during the 2006 RFP process and was awarded a contract/contract extensions from August 2006 through August 2011. In tandem with their current contract, Environment Control has provided the City with janitorial services for a combined nine (9) years to date. Environment Control has provided dependable service and the quality of their work has exceeded that of previous vendors. Based on the quality of service, staff recommends executing a one-year contract extension with Environment Control.

FISCAL IMPACT

Environment Control has submitted a proposal for a one-year contract extension that increases the cost of their current contract by 8.0%. Staff projected an 8% increase for FY19/20 and budgeted accordingly. Since the contract extension will commence approximately 2½ months after the start of the fiscal year, the proposed amount is within the FY2019/20 budget allocation for these services.

REASON FOR RECOMMENDATION

The City's current agreement with Environment Control allows for a second extension of this agreement by a mutual agreement of both parties. Environment Control has submitted a proposal seeking to extend their current contract with the City. They have provided dependable and quality service during their nine (9) year association with the City.

Pursuant to the City's *Purchasing Procedures*, purchases of items/services exceeding \$60,000.00 require City Council approval.

ACTIONS FOLLOWING APPROVAL

Staff will prepare a one-year contract extension for the City Manager's approval with Environment Control for janitorial services. The contract will begin on September 22, 2019, and expire on September 21, 2020.

Prepared by: Stephen Frankian, Facilities Maintenance and Purchasing Manager

Submitted by: Shonna Halterman, General Services Director

EXHIBIT "A"

SECOND AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

This SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is entered into by and between Environment Control ("VENDOR"), and the City of Clovis, a California general law city ("CITY"), and is effective on September 22, 2019.

RECITALS

A. VENDOR and CITY entered into a certain Agreement effective on September 22, 2015 ("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 janitorial services.

B. VENDOR and CITY have performed in accordance with the AGREEMENT, and desire to extend the contract period to provide janitorial maintenance and services per EXHIBIT C (Janitorial Maintenance and Service Schedules) of the AGREEMENT (less previously deleted daytime services, AKA, Recreation, SWTP, Fire Training, & Shaw Ave PD Field Office), per attached pricing sheet, 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 Janitorial Services Agreement. The term of the AGREEMENT, as set forth in Section 1 of the AGREEMENT is hereby extended to provide janitorial maintenance and services per EXHIBIT C of the AGREEMENT (less previously deleted daytime services, AKA, Recreation, SWTP, Fire Training, & Shaw Ave PD Field Office), per attached pricing sheet, EXHIBIT B, at which time it shall expire on September 21, 2020.

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 Second 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 Second Amendment as of the effective date set forth above.

VENDOR:

Environment Control

By: _____

Print Name: _____

Title: _____

CITY:

City of Clovis

By: _____

Luke Serpa, City Manager

ATTEST:

By: _____

John Holt, City Clerk

CITY OF CLOVIS
2019-2020 CONTRACT EXTENSION

Janitorial Services Contract Extension

6/26/2019 8:42:38 AM

		A		B		C		D		E		F		G		H		I	
		9/22/19 to 9/30/19		10/1/2019 to 12/31/19		X 3 MONTHS		9/22/19 to 12/31/19		1/1/20 to 8/31/20		X8 MONTHS		9/1/20 to 9/21/20		2019 ANNUAL UPON REQUEST		2020 ANNUAL UPON REQUEST	
ACCOUNT	SITE NAME	PRORATE	PER MONTH	PER SITE TOTAL						PER MONTH	PRORATE	PER SITE TOTAL							
223 & 224	CIVIC CENTER & MISC.	\$ 1,572.00	\$ 5,498.00	\$ 16,494.00	\$ 18,066.00					\$ 5,938.00	\$ 47,504.00	\$ 4,050.00	\$ 51,554.00	\$ 920.00	\$ 994.00				
227	PUBLIC SAFETY	\$ 3,384.00	\$ 11,280.00	\$ 33,840.00	\$ 37,224.00					\$ 12,182.00	\$ 97,456.00	\$ 8,526.00	\$ 105,982.00	\$ -	\$ -				
221	O&M	\$ 2,230.00	\$ 7,804.00	\$ 23,412.00	\$ 25,642.00					\$ 8,428.00	\$ 67,424.00	\$ 5,746.00	\$ 73,170.00	\$ 1,425.00	\$ 1,539.00				
222	SENIOR CENTER	\$ 425.00	\$ 1,488.00	\$ 4,464.00	\$ 4,889.00					\$ 1,607.00	\$ 12,856.00	\$ 1,096.00	\$ 13,952.00	\$ 382.00	\$ 413.00				
230	COMMUNITY RR	\$ 495.00	\$ 1,660.00	\$ 4,980.00	\$ 5,475.00					\$ 1,793.00	\$ 14,344.00	\$ 1,260.00	\$ 15,604.00	\$ -	\$ -				
225	MISS WINKLES	\$ 612.00	\$ 2,033.00	\$ 6,099.00	\$ 6,711.00					\$ 2,196.00	\$ 17,568.00	\$ 1,533.00	\$ 19,101.00	\$ -	\$ -				
								↓						↓				↓	
						TOTALS A,C		\$ 98,007.00				TOTALS F,G		\$ 279,363.00		TOTAL \$ 2,727.00		\$ 2,946.00	
						TOTAL H		\$ 2,727.00				TOTAL D		\$ 98,007.00					
						TOTALS		\$ 100,734.00				TOTAL I		\$ 2,946.00					
										GRAND TOTALS 9/22/2019 TO 9/21/2020		\$ 380,316.00							



AGENDA ITEM NO: 6

City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 15, 2019

SUBJECT: Approval – Res. 19-____, Authorizing the Execution of the Certifications and Assurances for the FY 2019-20 California State of Good Repair Program.

ATTACHMENT: Res. 19-____

ATTACHMENT: State Transit Assistance State of Good Repair Program Recipient Certifications and Assurances

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 19-____, Authorizing the Execution of the Certifications and Assurances for the FY 2019-20 California State of Good Repair Program.

EXECUTIVE SUMMARY

The City of Clovis is eligible for \$180,071 in FY 2019-20 Senate Bill 1 State of Good Repair (SGR) grant funding for capital assistance to rehabilitate and modernize local transit systems. Council approval and a resolution are required by the California Department of Transportation in order to secure the grant funding. The grant also requires eligible recipients to submit a list of projects to secure quarterly allocations of funds. A list of projects has been created which includes replacement of two (2) outdated boilers and two (2) heavy-duty vehicle lifts in the fleet shop. Allocation of these funds will be processed through the Fresno Council of Governments utilizing the regular transit project planning process.

BACKGROUND

In 2017, Governor Brown signed Senate Bill 1 (SB1), known as the Road Repair and Accountability Act of 2017. A portion of SB1 will provide funds to approved transit operators in California for eligible transit maintenance, rehabilitation and capital projects. This portion is referred to as the State of Good Repair (SGR) Program. SGR funds will be made available for capital projects that maintain the public transit system in a state of good repair.

The SGR Program is funded from a portion of the Transportation Improvement Fee on vehicle registrations. These funds will be allocated under the State Transit Assistance (STA) program formula to eligible agencies. As an STA eligible agency, Clovis Transit has been deemed eligible for SGR funding and has been listed on the State Controller's Office SGR Allocation Letter.

The grant is for eligible projects that fall under the following categories:

1. Transit capital projects or services to maintain or repair a transit operator's existing transit vehicle fleet or transit facilities, including the rehabilitation or modernization of the existing vehicles or facilities.
2. The design, acquisition and construction of new vehicles or facilities that improve existing transit services.
3. Transit services that complement local efforts for repair and improvement of local transportation infrastructure.

Examples of qualifying projects include:

1. Replacement or rehabilitation of:
 - a. Rolling stock
 - b. Passenger stations and terminals
 - c. Security equipment and systems
 - d. Maintenance facilities and equipment
 - e. Ferry vessels
 - f. Rail
2. Preventative Maintenance
3. New maintenance facilities or maintenance equipment if needed to maintain the existing transit service.

The projects that Clovis Transit will be submitting are eligible because they replace outdated maintenance equipment. The California Department of Transportation requires a resolution from the Clovis City Council for the FY 2019-20 funding year approving the application. The City of Clovis resolution will be forwarded upon approval.

Future allocations of SB1 funding will be processed through the Fresno Council of Governments in accordance with grant requirements and regular transit planning processes.

FISCAL IMPACT

Funding in the amount of \$180,071 for FY2019-20 will be allocated to the City of Clovis in quarterly disbursements. SB1 SGR funds can be rolled over for a maximum for four (4) years in order to accumulate the dollar amount needed to complete approved projects. The funds will be used to replace two (2) outdated boilers and two (2) heavy-duty vehicle lifts in

the fleet shop. The projects will not commence until the quarterly allocation balance equals the cost of each project.

REASON FOR RECOMMENDATION

The funds are available for transit agencies only and for the purpose of providing capital assistance to rehabilitate and modernize local systems. Clovis Transit is an eligible recipient for the funding and expects a benefit to the transit fleet, transit staff, and other city staff.

ACTIONS FOLLOWING APPROVAL

- A copy of the resolution will be sent to the Fresno Council of Governments.
- Once funds are received and have accumulated to the necessary level, vendors will be selected using the City's regular procurement process.

Prepared by: Amy Hance, General Services Manager

Submitted by: Shonna Halterman, General Services Director



RESOLUTION 19-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AUTHORIZING
THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES FOR THE
CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

WHEREAS, the City of Clovis is an eligible sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and,

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and,

WHEREAS, Senate Bill 1 (2017) named the California Department of Transportation (Department) as the administrative agency for the SGR; and,

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies); and,

WHEREAS, the City of Clovis wishes to delegate authorization to execute these documents and any amendments thereto to the General Services Manager; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Clovis authorizes the General Services Manager be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Clovis agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects.

The foregoing resolution was approved at the regularly scheduled meeting of the Clovis City Council on the 15th day of July, 2019, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dated:

Mayor

City Clerk

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: City of Clovis Transit

Effective Date: July 8, 2019

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

- (1) The recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the recipient, its contractors and subcontractors connected with SGR funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the recipient, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the recipient's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the recipient's contracts with third parties pursuant to Government Code § 8546.7, the recipient, its contractors and subcontractors and the Department shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a

project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.

- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

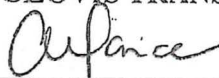
F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

CITY OF CLOVIS TRANSIT

BY:



Amy Hance, General Services Manager



AGENDA ITEM NO: 7
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: General Services Department
DATE: July 15, 2019
SUBJECT: Approval – Claim Rejection of General Liability Claim for Stacey Lynn Horne

CONFLICT OF INTEREST

None

RECOMMENDATION

Reject the general liability claim submitted on behalf of Stacey Lynn Horne.

BACKGROUND

On April 25, 2019, Ms. Stacey Horne was served with a lawsuit by plaintiff Sanford Martin alleging Ms. Horne willfully and deliberately disregarded the rights and/or safety of Mr. Martin, who sustained injuries on June 28, 2019 due to a vehicle accident near the intersection of Minnewawa and San Jose Avenue, Clovis, CA.

On July 1, 2019, on behalf of Ms. Horne a liability claim seeking equitable indemnity from the Clovis Police Department was filed against the City of Clovis. Ms. Horne's claim further states if she was found to be responsible for Mr. Martin's injuries, she is requesting full indemnity from the Clovis Police Department in the amount awarded to Mr. Martin and attorney's fees. The claim was legally sufficient and timely.

FISCAL IMPACT

Rejection of the claim does not result in any fiscal impact.

REASON FOR RECOMMENDATION

It is recommended that the claim be rejected. The City is not liable for this claim. In addition, by rejecting this claim the time in which lawsuits may be filed against the City will begin to run.

ACTIONS FOLLOWING APPROVAL

A letter will be sent to the claimant informing that the claim has been rejected.

Prepared by: Charles W. Johnson, Management Analyst

Submitted by: Shonna Halterman, General Services Director





AGENDA ITEM NO: 8
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: General Services Department
DATE: July 15, 2019
SUBJECT: Approval – Claim Rejection of General Liability Claim for Tyler A. Horne

CONFLICT OF INTEREST

None

RECOMMENDATION

Reject the general liability claim submitted on behalf of Tyler A. Horne.

BACKGROUND

On April 25, 2019, Mr. Tyler Horne was served with a lawsuit by plaintiff Sanford Martin alleging Mr. Horne willfully and deliberately disregarded the rights and/or safety of Mr. Martin, who sustained injuries on June 28, 2019 due to a vehicle accident near the intersection of Minnewawa and San Jose Avenue, Clovis, CA.

On July 1, 2019, on behalf of Mr. Horne a liability claim seeking equitable indemnity from the Clovis Police Department was filed against the City of Clovis. Mr. Horne's claim further states if he was found to be responsible for Mr. Martin's injuries, he is requesting full indemnity from the Clovis Police Department in the amount awarded to Mr. Martin and attorney's fees. The claim was legally sufficient and timely.

FISCAL IMPACT

Rejection of the claim does not result in any fiscal impact.

REASON FOR RECOMMENDATION

It is recommended that the claim be rejected. The City is not liable for this claim. In addition, by rejecting this claim the time in which lawsuits may be filed against the City will begin to run.

ACTIONS FOLLOWING APPROVAL

A letter will be sent to the claimant informing that the claim has been rejected.

City Council Report
Rejection of Claim
July 15, 2019

Prepared by: Charles W. Johnson, Management Analyst

Submitted by: Shonna Halterman, General Services Director 



AGENDA ITEM NO: 9

City Manager: AA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: July 15, 2019

SUBJECT: Approval - Final Acceptance for CIP 19-05, ADA Ramp Project 2019

ATTACHMENT: (A) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

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

EXECUTIVE SUMMARY

The project involved reconstruction of concrete curb ramps, gutters, valley gutters, drive approaches, and sidewalks at 25 sites in various locations within the City of Clovis.

Staff has evaluated the project site for all design aspects within the scope of the project for compliance with the Americans with Disabilities Act (ADA) accessibility standards as of September 4, 2018. The project was constructed to meet ADA standards.

BACKGROUND

Bids were received on March 26, 2019 and the project was awarded by City Council to the low bidder, Eslick Construction, Inc., on April 8, 2019. The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1. Award	\$184,877.00
2. Cost Increase/Decreases resulting from differences between estimated quantities used for award and actual quantities installed	\$1192.50
3. Contract Change Orders	\$0.00
4. Liquidated Damages Assessed	\$0.00
Final Contract Cost	<hr/> \$186,069.50

This project was approved in the Community Investment Program 2018-2019 fiscal year budget and is fully funded by Street Fund and Measure "C" pass through funds.

REASON FOR RECOMMENDATION

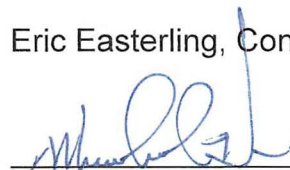
The Public Utilities Department, the City Engineer, the engineering inspector, and the project Engineer agree that the work performed by the contractor is in accordance with the project plans and specifications, and has been deemed acceptable. The contractor, Eslick Construction, Inc., has requested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

ACTIONS FOLLOWING APPROVAL

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

Prepared by: Eric Easterling, Construction Manager

Submitted by:

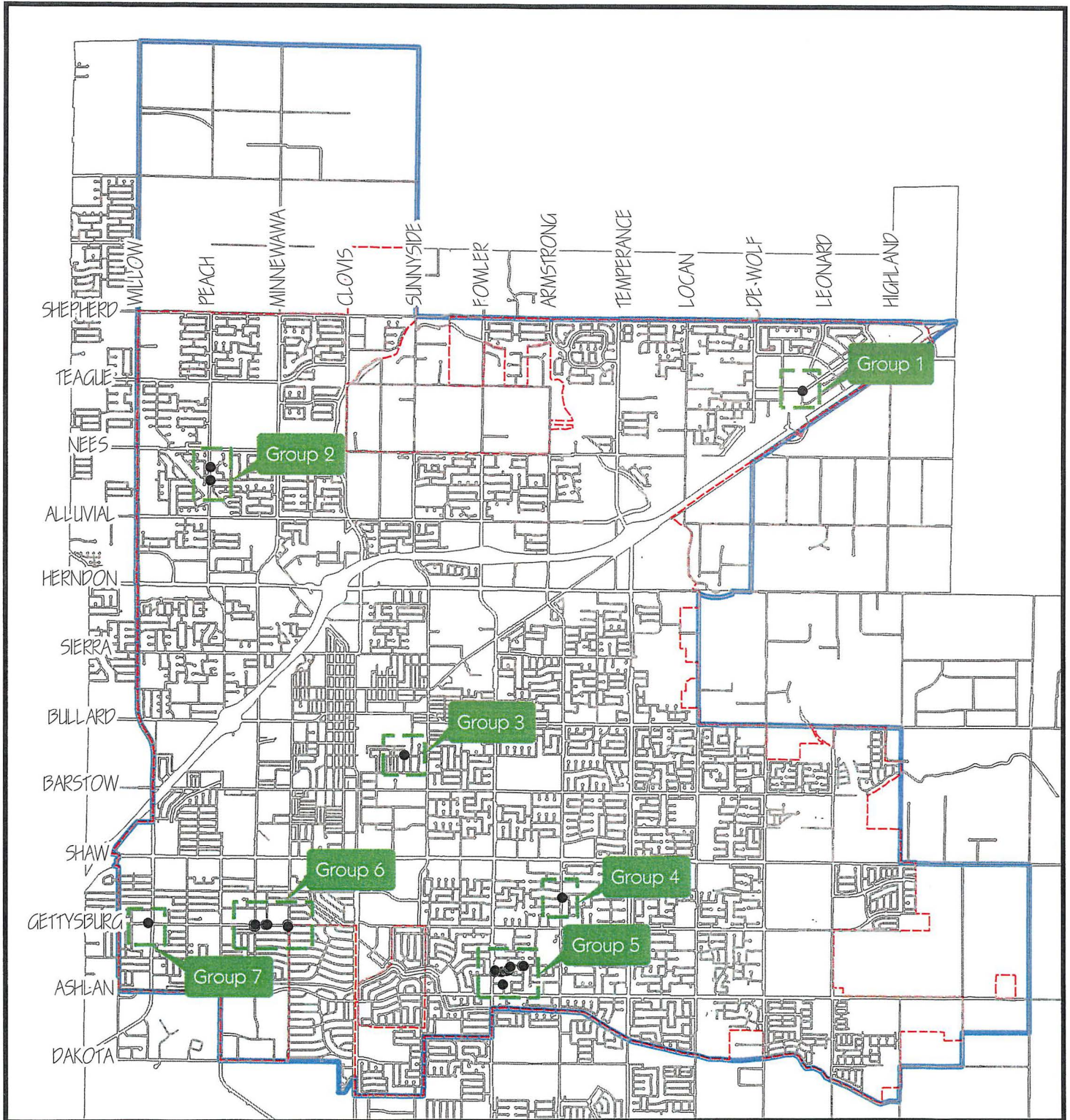

Michael Harrison
City Engineer

Recommended by:


Dwight Kroll
Director of Planning and
Development Services

VICINITY MAP

CIP 19-05 - ADA Ramp Project 2019



February 4, 2019

Exhibit B

City Limits Sphere of Influence



1" = 8000'

ATTACHMENT A



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: July 15, 2019

SUBJECT: Approval – Partial Acceptance for Final Map for Tract 6080, located at the southwest area of Ashlan and Highland Avenues (Ashlan/Highland No.1, LP – McCaffrey Homes).

ATTACHMENT: (A) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

1. Accept a portion of the public improvements for Tract 6080; and authorize recording of the Notice of Partial Acceptance; and
2. Authorize the immediate reduction of the Performance Surety from \$2,901,000 to \$163,000, said reduced amount being equal to 125% the estimated value of the improvements remaining to be completed.
3. Authorize the reduction of the Labor and materials Surety from \$1,451,000 to \$98,000, said reduced amount being 75% of the value of the Performance Bond; said reduction to occur ninety (90) days after the recordation of the Notice of Partial Acceptance, provided no liens have been filed.
4. Authorize the release of the Public Improvements Maintenance Surety upon the expiration of the one-year warranty period for the accepted improvements, said period beginning the date of acceptance, provided any defective work has been repaired to the City's satisfaction.

EXECUTIVE SUMMARY

The owner, McCaffrey Homes, has requested final acceptance of a portion of the public improvements constructed or installed in conjunction with this tract. The public improvements include all those shown on the subdivision improvement plans approved by the City Engineer, with the exception of the Highland Avenue sewer main, which was installed, but is currently in dispute because it was not installed at a proper grade. The developer has requested partial acceptance while the City and the Developer work on an acceptable resolution.

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

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

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

BACKGROUND

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

FISCAL IMPACT

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

REASON FOR RECOMMENDATION

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

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

ACTIONS FOLLOWING APPROVAL

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

Prepared by: David Gonzalez, Civil Engineer

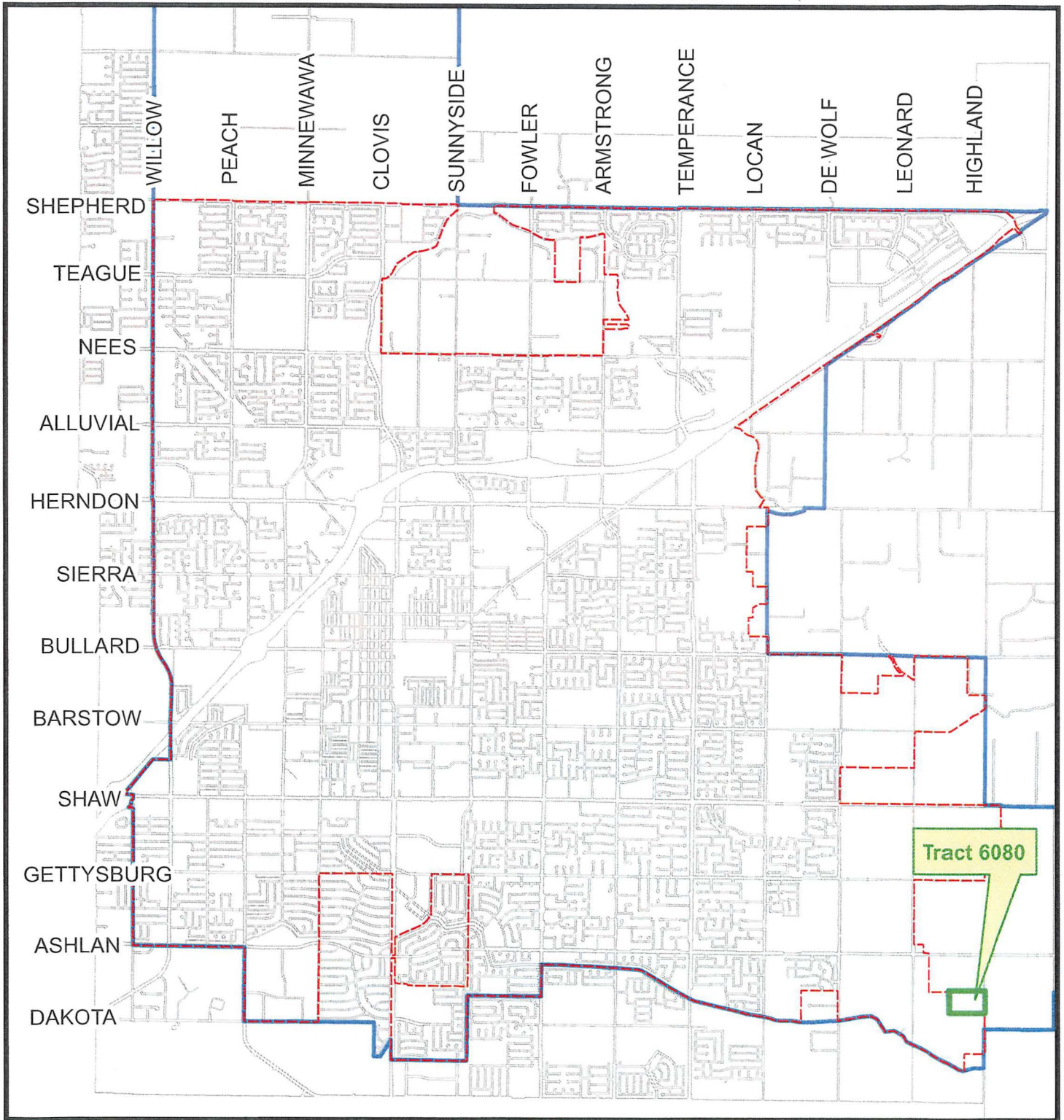
Submitted by: 
Michael Harrison
City Engineer

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

VICINITY MAP

Tract 6080

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



ATTACHMENT A

 CITY LIMITS  SPHERE OF INFLUENCE



1" = 5500'



AGENDA ITEM NO: 11
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: July 15, 2019

SUBJECT: Approval – Waive the City's usual purchasing requirements and authorize the purchase of the Tyler New World Brazos mobile phone application to allow more efficient workflows and integration with the court system.

ATTACHMENT: (A) Tyler New World Brazos quotation/amendment #2019-28201

CONFLICT OF INTEREST

None

RECOMMENDATION

Staff is recommending the City Council approve a request to waive the City's usual purchasing requirements and authorize the City Manager to enter into an agreement with Tyler New World for the purchase of the Brazos mobile phone application allowing more efficient workflows and integration with the court system.

EXECUTIVE SUMMARY

The Police Department currently uses electronic citations generated from a mobile phone application that was built in-house. Due to the resignation of the department employee that built and maintained the application, the police department is no longer able to support the application. Additionally, the current application does not integrate with the court system and requires police department staff to manually enter data. The proposed Brazos e-citation writer will allow officers to efficiently complete citations, field interviews, tow sheets, and traffic accident reports from the application in the field. Staff anticipates a significant time savings since manual data entry will be eliminated.

Tyler New World is the current provider of the Police Department's computer aided dispatch software and this would be a sole source purchase. The Brazos product, owned by Tyler New World, is the only mobile application that would fully integrate with the police department computer aided dispatch system and would be supported by Tyler New World.

BACKGROUND

The Police Department continues to be progressive in the use of technology to improve service, streamline workflows, improve officer safety and reduce data entry times. Within the past few years, the department has transitioned from paper citations and report forms to electronic citations and report forms. The transition has allowed our officers to work more efficiently in the field and has freed up professional staff from manual data entry duties.

Clovis officers currently use an iPhone application to complete tasks such as issuing citations and documenting field contacts. The application was built in-house by a Clovis Police Department employee who has since resigned and relocated out of state. Due to the complexities of the application, City staff is no longer able to support, maintain, or add to the application. Additionally, the current application does not interface with the court system causing each citation to be manually entered and sent to the court.

The proposed Tyler New World Brazos application integrates seamlessly with the Clovis Police Department's New World Computer Aided Dispatch System and the Fresno County Court System. It allows officers to complete additional tasks in the field and reduces the workload of professional staff due to the elimination of manual data entry.

Staff is recommending that the City Council authorize the City Manager to enter into an agreement with Tyler New World to purchase the Brazos mobile phone application which will allow officers and professional staff to work more efficiently.

FISCAL IMPACT

The cost of Tyler New World Brazos iPhone application has been included in the 2019-2020 approved budget. There will be a one-time fee paid in the amount of \$135,250, with an annual recurring cost of \$26,226.

REASON FOR RECOMMENDATION

Staff is recommending that the City Council authorize the City Manager to enter into an agreement with Tyler New World to improve efficiency, reduce staff time, and allow for continued support by Tyler New World.

ACTIONS FOLLOWING APPROVAL

The Clovis Police Department will enter into a purchase agreement with Tyler New World to purchase the Tyler New World Brazos mobile phone application.

Prepared by: James Munro, Police Sergeant

Submitted by: 
Matthew Basgall, Chief of Police



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Clovis, with offices at 1233 5th St, Clovis, CA 93612-1316 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of August 13, 2013 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and services set forth in Exhibit 1 and 2 to this Amendment are hereby added to the Agreement.
2. The terms and conditions contained in Exhibit 2, including the associated schedules thereto, only apply to the Brazos Components listed in the Amendment Investment Summary.
3. The following payment terms, as applicable, shall apply:
 - a. *License Fees*: License fees are invoiced upon the Amendment Effective Date.
 - b. *Maintenance and Support Fees*: Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following the Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
 - c. *Professional Services*: Professional services are billed as delivered and invoiced as incurred. Payment for Professional Services are due 45 days after the date of invoice.
 - d. *Hosting Fees*: Hosting Fees for the Tyler Software identified on the Amendment Investment Summary are invoiced annually in advance on the Amendment Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
 - e. *Expenses*: The service rates in the Amendment Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached as Exhibit 3. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Clovis, CA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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Date: 6/4/2019
 Quote Expiration: 12/1/2019
 Quote Name: Clovis Police Dept- Brazos*
 Quote Number: 2019-28201
 Quote Description: Brazos eCitation Site License Up to 140 Devices, 5 eCrash Licenses, eParking Task, Field Interview Task, CHP 180 Task and K9 Tracking/Training Task

Sales Quotation For
 City of Clovis Police Department
 1233 5th St
 Clovis , CA 93612-1316
 Phone: +1 (559) 324-2800

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
Law Enforcement Records Management System					
Ticket Writer Interface (Supports Brazos)	\$0	0	\$0	\$0	\$0
Mobile					
MCT Ticket Writer Interface (supports Brazos)	\$0	0	\$0	\$0	\$0
Brazos					
Device Level Interface: New World Mobile	\$0	0	\$0	\$0	\$0
Interface: New World Records Mgmt System	\$0	0	\$0	\$0	\$0
Interface: Tyler Odyssey Court Case Mgmt System	\$0	0	\$0	\$0	\$0
Task: eParking: Standard (non-customized) Parking Task	\$3,250	0	\$0	\$3,250	\$683
Task: Field Interview	\$3,250	0	\$0	\$3,250	\$683
Task: K9 Tracking Module	\$3,250	0	\$0	\$3,250	\$683
Task: Tow/Impound Report (standard)	\$3,250	0	\$0	\$3,250	\$683
Brazos Site License	\$78,400	0	\$0	\$78,400	\$16,464
Lic: CHP555 Crash Report Software with Drawing Tool (5)	\$2,250	0	\$0	\$2,250	\$473
Sub-Total:	\$93,650		\$0	\$93,650	\$19,669
TOTAL:	\$93,650	0	\$0	\$93,650	\$19,669

Annual/SaaS

Description	Quantity	Fee	Discount	Annual
Brazos Hosting Fee	1	\$6,556	\$0	\$6,556
TOTAL:				\$6,556

Services

Description	Quantity	Unit Price	Discount	Total
Ticket Writer Interface (Supports Brazos) Installation	1	\$0	\$0	\$0
Brazos Set Up & Config	1	\$25,000	\$0	\$25,000
Brazos Project Mgmt (plus per diem as needed if not remote)	5	\$1,000	\$0	\$5,000
Brazos Training	5	\$1,000	\$0	\$5,000
Brazos Real Time Query - Message Switch: State/NCIC query setup and configuration	1	\$2,500	\$0	\$2,500
Standard Crash Training Package	1	\$1,500	\$0	\$1,500
Brazos Device Level Interface: Set Up & Configuration	1	\$0	\$0	\$0
State Compliant Crash Report Config and Set Up	1	\$2,500	\$0	\$2,500
Brazos Odyssey Interface: Set Up & Configuration	1	\$0	\$0	\$0
TOTAL:				\$41,500

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$93,650	\$19,669
Total Annual Fees		\$6,556
Total Tyler Services	\$41,500	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$0	\$0
Travel and Living Expenses	\$0	
Summary Total	\$135,150	\$26,225

Assumptions

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

Assumptions

Brazos Site License Proposal Includes:

140 eCitation Licenses to be installed on existing iOS devices

5 eCrash Licenses to be installed on existing iOS devices

Task: Field Interview

Task: CHP180 Impound

Task: eParking

Task: K9 Tracking & Training Module

Interface: NWLERMS

Interface: Fresno County Courts CMS

****Agency is responsible for paying any applicable CA State Taxes****



Exhibit 2

Additional Terms for Brazos Components

We will provide you with the Brazos components of Tyler Software indicated in the Amendment Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

- 1.1. **"Brazos Components"** means the Brazos software components of Tyler Software identified in the Amendment Investment Summary.
- 1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Brazos Components for the fees set forth in the Amendment Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
- 1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the Brazos Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.
- 1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Amendment Investment Summary.

2. Hosting Terms for Brazos Components.

- 2.1. We will either host or engage Third Party Services in order to host the Brazos Components set forth in the Amendment Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of this Amendment. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
- 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Brazos Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
- 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
- 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Exhibit 2

Schedule 1

Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process, attached hereto as Schedule 1 to this exhibit. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and

will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



Exhibit 2

Schedule 2

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones.

Tyler's Brazos eCitations solutions offers 24/7 support of the product and software.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at

Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages

clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit 3

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the

specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.*

Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



AGENDA ITEM NO: **12**

City Manager: *AA*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: July 15, 2019

SUBJECT: Consider Approval, Res. 19-__, CUP2019-005, A request to approve a conditional use permit for a 23-lot single-family planned residential development with public streets, reduced setbacks and increased lot coverage for property located at the northwest corner of Ashlan and Locan Avenues. Wilson Premier Homes, Inc., owner/applicant; Harbour & Associates, representative.

ATTACHMENTS:

1. Conditions of Approval
2. Draft Resolution
3. Draft Planning Commission Minutes
4. Applicant's Development Standards
5. Approved TM6221
6. Floor & Elevation Plans
7. TM6221 Resolution 18-42
8. Street Scene Elevations
9. Correspondence from Commenting Agencies
10. Location Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

Planning Commission and staff recommend that the City Council approve Conditional Use Permit CUP2019-005, subject to the conditions of approval listed as Attachment 1.

EXECUTIVE SUMMARY

The applicant is requesting approval of a conditional use permit for a 23-lot planned residential development with public streets, reduced setbacks and increased lot coverage for a previously approved vesting tentative tract map. The applicant is not proposing a Homeowner's Association with this project. Approval of this Project would allow the developer to continue processing a residential site plan review and development drawings.

BACKGROUND

- General Plan Designation: Low Den. Res. (2.1 to 4.0 units per acre)
- Existing Zoning: R-1 (Single-Family Residential - 6,000 Sq. Ft.)
Zone District
- Lot Size: 5.99 acres
- Current Land Use: Rural Single-Family Residential
- Adjacent Land Uses:
 - North: Single-Family Residential
 - South: Single-Family Residential
 - East: Vacant
 - West: Single-Family Residential

The Planning Commission and City Council approved Rezone R2018-06 on June 28, 2018 and July 16, 2018, respectively. The approved rezone changed the zoning designation for the project site from the R-A (Single-Family Residential - 24,000 Sq. Ft.) Zone District to the R-1 (Single-Family Residential - 6,000 Sq. Ft.) Zone District. The Planning Commission also approved Vesting Tentative Tract Map TM6221 on August 23, 2018, for a 23-lot single-family residential development.

PROPOSAL AND ANALYSIS

Change in Ownership

The current site includes a standard 23-lot single-family subdivision (TM6221), originally approved on August 23, 2018, submitted by Gary Mason of 2M Development. Ownership of the property has been transferred to Wilson Premier Homes, Inc., as of May 17, 2019.

Conditional Use Permit

The new applicant is requesting a conditional use permit for a 23-lot single-family planned residential development. The Development Code allows planned residential developments within any residential zone district subject to a conditional use permit to encourage innovative developments which are difficult under a standard zone district or are located on a challenging site due to location, size or shape.

As part of CUP2019-005, the applicant is requesting approval of a non-gated detached single-family planned residential development with public streets and standard sidewalks. Additionally, the request includes reduced setbacks and increase lot coverage. The applicant is not proposing a Homeowner's Association with this project.

Development Standards

The project will follow the standards of the R-1 Zone District as well as the Planned Residential Development Standards. The Code permits the applicant to propose their own project specific setbacks and lot coverage standards. The applicant has provided a list of standards as follows (see Attachment 4):

Setbacks	Front (Garage)*	Front (house)	Garage Side	Corner Street Sides	Rear
Plan 2277 (one-story)	20'	10'	5'	9'	10'
Plan 2378 (one-story)	20'	10'	5'	9'	10'
Plan 2399 (two-story)	20'	10'	5'	9'	10'
Plan 2404 (one-story)	20'	10'	5'	9'	10'
Plan 2528 (one-story)	20'	10'	5'	9'	10'
Plan 2700 (one-story)	20'	10'	5'	9'	10'
Plan 3522 (two-story)	20'	10'	5'	9'	10'
Plan 3912 (two-story)	20'	10'	5'	9'	10'

Lot Coverage:	55% Max
Maximum Height:	2-stories not to exceed 35 feet
Minimum Lot Size:	6,000 square feet
Minimum Parcel Width:	60 feet
Minimum Curved Parcel Width:	50 feet
Minimum Corner Parcel Width:	65 feet
Minimum Cul-De-Sac Width:	45 feet
Minimum Parcel Depth:	100 feet
Setback to Living Area:	10 feet
Corner Cut-Off Setback:	5 feet
Corner Street Side Setback:	9 feet
Corner Street Side Fence Setback:	5 feet
Interior Side Yard Setback (opposite from garage):	4 feet
Setback to Projections and/or Porch/ Patio:	10 feet
Setback to Side Loaded Garages:	10 feet
Garages:	20'x20' interior dimension (2-car)
	29.5'x20' interior dimension (3-car)
	20'x20' interior dimension with
	10'x15' interior dimension (1-car
	tandem)
	12'-3"x20'-11½" interior dimension
	(1-car)

*The 20-foot garage setback will be measured from the garage door to the back of sidewalk. All other setbacks will be measured from property line to structure.

Per the PRD standards, 2-car garages shall have a minimum inside dimension of 20'x20' and 1-car garages shall have a minimum inside dimension of 10'x20'. The applicant may request reduced parking standards with the Planned Residential Development process. The Code allows the Planning Commission and City Council to reduce standards if the proposed parking meets the intent of the Code.

Models

The applicant is proposing five (5) one-story models and three (3) two-story models with three exterior options for each. The lot sizes within the approved TM6221 range from 7,015 square feet to 13,629 square feet. The average lot size within TM6221 is 8,444 square feet.

Amenities

Planned Residential Developments are required to provide a program of amenities in proportion to the request. The proposed Project does not include a density increase, private streets, gates or other items that normally require amenities such as increased park space and/or substantial public improvements. The applicant requests to reduce setbacks, increase lot coverage and reduce garage sizes.

The benefit to the neighborhood is that Wilson Homes would construct their larger home plans on the recently approved lot. Additionally, the applicant proposes to contribute two (2) benches with associated trash receptacles along walkways within or around the neighborhood. Staff feels that this amenity is commensurate with the Project request and will work with the applicant during the Residential Site Plan Review process to locate the benches in an area where they would be most beneficial to the community.

Vesting Tentative Tract Map TM6221

The City Council is not considering Vesting Tentative Tract Map TM6221 as part of Wilson Home's requested CUP2019-005. TM6221 was previously approved by the Planning Commission on August 23, 2018. TM6221 included 50-foot wide public streets (Antonio and Megan Avenues) with standard City sidewalks. The public streets within the project are consistent and comply with the reduced street standards adopted by the City Council. Generally, tentative maps are not required to be brought before the Council since this project was consistent with the General Plan Land Use Diagram, Development Code Standards and zoning.

Residential Site Plan Review

The applicant will be required to submit a Residential Site Plan Review in order to allow staff to review models, landscaping, architecture, elevations, amenities, and specific plot plans.

Public Comments

A public notice was sent to area residents within 300 feet of the property boundaries. Staff has not received comments or concerns from the public upon finalization of this report.

City's Regional Housing Needs Allocation (RHNA)

The subject conditional use permit request has been reviewed in light of the City's Affordable Housing Site Inventory Map. Planning staff utilized the Geographic Information System (GIS) Affordable Housing Layer to determine if this entitlement is being requested on an opportunity site. Staff confirms that this entitlement is not on an affordable housing site. Therefore, there is no impact to the City's RHNA.

Planning Commission Comments

The Planning Commission considered this Project on Thursday, June 27, 2019. The Commission approved Conditional Use Permit CUP2019-005 by a vote of 4-1 with Cunningham voting no. Commissioner Hinkle requested that the Council be notified that he opposed the reduced street width transition of Megan Avenue within the Project site. Commissioner Hinkle indicated that this street layout presented a safety concern, therefore added a statement to the motion, asking that the Council consider a revision to the street width for Megan Avenue. The June 27th Planning Commission minutes are attached (Attachment 3) for the Council's review and consideration. There was discussion regarding the street width issue when the Planning Commission considered the Vesting Tentative Tract Map TM6221 on August 23, 2018. The minutes from that meeting have also been provided within Attachment 3.

Review and Comments from Agencies

The Project was distributed to all City Divisions as well as outside agencies, including Cal Trans, Clovis Unified School District, Fresno Irrigation District, Fresno Metropolitan Flood Control District, AT&T, PG&E, San Joaquin Valley Air Pollution Control District, and the State Department of Fish and Wildlife.

Comments received are attached only if the agency has provided concerns, conditions, or mitigation measures. Routine responses and comment letters are placed in the administrative record and provided to the applicant for their records.

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' tradition 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 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.
- Foster distinctive, attractive communities with a strong sense of place.
- Mix land uses.
- Strengthen and direct development toward existing communities.
- Take advantage of compact building design.

California Environmental Quality Act (CEQA)

This project is in substantial conformance with the environmental analysis performed for the 2014 General Plan Update and 2014 Development Code Update. No major revisions will be required with the adopted Environmental Impact Report to accommodate the proposed project, therefore, subject to CEQA Sections 15162, no further environmental review is required for this project.

The City published notice of this public hearing in *The Business Journal* on Wednesday, July 3, 2019.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The proposed conditional use permit is consistent with the goals and policies of the General Plan Land Use Diagram and Development Code. Staff considers the proposed changes a benefit to the community by allowing a larger home within the neighborhood without the need to reduce the land density. Planning Commission and staff recommend that the City Council approve CUP2019-005, subject to the conditions of approval attached as Attachment 1.

The findings to consider when making a decision on a conditional use permit 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);
7. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA), and there would be no potential significant negative effects upon environmental quality and natural resources that would not be properly mitigated and monitored, unless findings are made in compliance with CEQA. (§ 2, Ord. 14-13, eff. October 8, 2014); and
8. The Planning Commission does find the project in substantial conformance with the environmental analysis performed for the 2014 General Plan Update and 2014 Development Code Update pursuant to CEQA guidelines.

ACTIONS FOLLOWING APPROVAL

None.

NOTICE OF HEARING

Property owners within 300 feet notified: 65
Interested individuals notified: 10

Prepared by: George González, MPA, Associate Planner

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

CUP2019-005, ATTACHMENT 1, Conditions of Approval

PLANNING DIVISION CONDITIONS

(George González, Division Representative – (559) 324-2383)

1. Development of the single-family planned residential development shall be consistent with the General Plan, Low Density Designation (2.1 – 4.0 DU/AC).
2. All conditions of Rezone R2018-06, Vesting Tentative Tract Map TM6221 and any other applicable conditions are hereby referred to and made a part of this Conditional Use Permit.
3. Development of these parcels shall be a single-family residential development consistent with R2018-06 and TM6221.
4. Conditional Use Permit CUP2019-005 approves a 23-lot single-family planned residential development with reduced setbacks and increased lot coverage.
5. The project requires the submittal and approval of a residential site plan review. Specific amenities, models, color and materials of the models, garages, landscaping, walls, and fencing will be evaluated.
6. As an amenity for the Planned Residential Development, the developer shall contribute two (2) benches with associated trash receptacles to the neighborhood park within this quarter-section.
7. Setbacks shall be as follows:

Setbacks	Front (Garage)*	Front (house)	Garage Side	Corner Street Sides	Rear
Plan 2277 (one-story)	20'	10'	5'	9'	10'
Plan 2378 (one-story)	20'	10'	5'	9'	10'
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Lot Coverage:	55% Max
Maximum Height:	2-stories not to exceed 35 feet
Minimum Lot Size:	6,000 square feet
Minimum Parcel Width:	60 feet
Minimum Curved Parcel Width:	50 feet
Minimum Corner Parcel Width:	65 feet
Minimum Cul-De-Sac Width:	45 feet
Minimum Parcel Depth:	100 feet
Setback to Living Area:	10 feet
Corner Cut-Off Setback:	5 feet
Corner Street Side Setback:	9 feet

Corner Street Side Fence Setback:	5 feet
Interior Side Yard Setback (opposite from garage):	4 feet
Setback to Projections and/or Porch/ Patio:	10 feet
Setback to Side Loaded Garages:	10 feet
Garages:	20'x20' interior dimension (2-car)
	29.5'x20' interior dimension (3-car)
	20'x20' interior dimension with
	10'x15' interior dimension (1-car tandem)
	12'-3"x20'-11½" interior dimension (1-car)

*The 20-foot garage setback will be measured from the garage door to the back of sidewalk. All other setbacks will be measured from property line to structure.

8. Each home shall provide a minimum of two covered parking spaces per unit in a garage with a minimum inside dimension of 20'x20'.
9. The 2-car garages shall have a 20'x20' interior dimension.
10. The 3-car garages shall have a 29'-5"x20' interior dimension (20'x20' minimum with 10'x15' minimum for tandem. The proposed 3-car garage within TM6221 will be considered a conforming 2-car garage per the Development Code.
11. The 1-car garages shall have a 12'-3"x20'-11½" interior dimension.
12. Maximum lot coverage is 55% for Conditional Use Permit CUP2019-005.
13. All landscaping (open space and private yards) shall conform the City of Clovis Water Efficient Landscape Ordinance.
14. 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.

POLICE DEPARTMENT CONDITIONS
(Curt Shurtliff, Department Representative - 324-2400)

15. Construction work shall be limited to the hours set forth in the Clovis Municipal Code. (CMC § 5.18.15.)
16. It shall be the responsibility of the property owner to maintain the structures and adjoining fences to the project free of graffiti. All forms of graffiti shall be removed within 72 hours. (CMC §§ 5.18.02(r), 5.18.06 (b).)

17. Emergency phone numbers for responsible parties shall be kept current during the building phase of the project.
18. All construction materials shall be located within a secured area or monitored by security staff during non-construction hours.

CLOVIS UNIFIED SCHOOL DISTRICT CONDITIONS
(Michael Johnston, CUSD Representative – 559-327-9000)

19. The development of this project is subject to the Clovis Unified School District impact fee.

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT CONDITIONS
(Robert Villalobos, FMFCD Representative - 456-3292)

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

FRESNO IRRIGATION DISTRICT CONDITIONS
(Laurence Kimura, FID Representative - 233-7161)

21. The applicant shall refer to the attached FID correspondence. If the list is not attached, please contact the District for the list of requirements.

COUNTY OF FRESNO COMMENTS
(Steve Farmer, County of Fresno Representative - 488-2892)

22. The applicant shall pay the County of Fresno's facilities impact fees set forth in the applicable Schedule of Fees adopted by the County Board of Supervisors, in County Ordinance, Chapter 17.90.

DEPARTMENT OF PUBLIC HEALTH COMMENTS
(Kevin Tsuda, Department of Public Health Representative - 600-3271)

23. The applicant shall refer to the attached Department of Public Health correspondence. If the letter is not attached, please contact the Department of Public Health for the list of requirements.

**DRAFT
RESOLUTION 19-___**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING A CONDITIONAL
USE PERMIT FOR A 23-LOT SINGLE-FAMILY PLANNED RESIDENTIAL DEVELOPMENT WITH
PUBLIC STREETS, REDUCED SETBACKS AND INCREASED LOT COVERAGE FOR PROPERTY
LOCATED AT THE NORTHWEST CORNER OF ASHLAN AND LOCAN AVENUES AND FINDING
THE PROJECT IN SUBSTANTIAL CONFORMANCE WITH THE ENVIRONMENTAL ANALYSIS
PERFORMED FOR THE GENERAL PLAN PURSUANT TO CEQA GUIDELINES**

WHEREAS, Wilson Premier Homes, Inc., 7550 North Palm Avenue, Suite 102, Fresno, CA 93611, has applied for a Conditional Use Permit CUP2019-005; and

WHEREAS, this is a request to approve a conditional use permit for a 23-lot single-family planned residential development with public streets, reduced setbacks and increased lot coverage for property located at the northwest corner of Ashlan and Locan Avenues, in the City of Clovis, County of Fresno; and

WHEREAS, on June 27, 2019, the Planning Commission considered Conditional Use Permit CUP2019-005; and

WHEREAS, after reviewing the administrative record and considering all reports, comments and evidence submitted at the Planning Commission hearing, the Planning Commission approved Conditional Use Permit CUP2019-005; and

WHEREAS, a public notice was sent out to area residents within 300 feet of said property boundaries ten days prior to said hearing; and

WHEREAS, the proposed Conditional Use Permit CUP2019-005, was assessed under the provisions of the California Environmental Quality Act (CEQA) and the potential effects on the environment were considered by the City Council, together with comments received and public comments, and the entire public record was reviewed; and

WHEREAS, the City Council does find the project in substantial conformance with the environmental analysis performed for the 2014 General Plan Update and 2014 Development Code Update pursuant to CEQA guidelines.

WHEREAS, on July 15, 2019, after hearing evidence gathered by itself and on its behalf and after making the following findings, namely:

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)
7. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and there would be no potential significant negative effects upon environmental quality and natural resources that would not be properly mitigated and monitored, unless findings are made in compliance with CEQA. (§ 2, Ord. 14-13, eff. October 8, 2014); and
8. The City Council does find the project in substantial conformance with the environmental analysis performed for the 2014 General Plan Update and 2014 Development Code Update pursuant to CEQA guidelines.

WHEREAS, on July 15, 2019, Council considered said application and after hearing and receipt of testimony relative thereto and consideration thereof finds and determines that said conditional use permit should be approved on the conditions hereafter provided.

NOW, THEREFORE, BE IT RESOLVED:

1. Conditional Use Permit application CUP2019-005 is hereby approved.
2. Said approval and conditional use permit are conditioned on the compliance by the applicant with each and all of the conditions set forth in ATTACHMENT 1, which is on file with the City Clerk's office.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 15, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: July 15, 2019

Mayor

City Clerk

CLOVIS PLANNING COMMISSION MINUTES
June 27, 2019

PUBLIC HEARING

1. Consider approval Res. 19-19, **CUP2019-005**, A request to approve a conditional use permit for a 23-lot single-family planned residential development with reduced setbacks and increased lot coverage for property located at the northwest corner of Ashlan and Locan Avenues. Wilson Premier Homes, Inc., owner/applicant; Harbour & Associates, representative.

Deputy City Planner Orlando Ramirez presented the staff report.

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

Lorren Smith of Harbour & Associates Engineering, 389 Clovis Avenue, provided some background on the project and offered to answer questions.

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

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

There being none, the Chair closed the public portion.

Commissioner Hinkle inquired as to the necessity for the 'jog' in the street where it transitions from the existing street to the more narrow proposed section of Megan Avenue instead of a straight line, concerned about children using this street as a school access route being invisible to oncoming traffic at that point due to the structure of the transition combined with parked cars. Deputy City Planner Ramirez responded that from the Planning standpoint, it changes nothing in lot configuration, deferring to the applicant for a reason behind the 'jog.' Mr. Smith provided a detailed explanation.

Commissioner Hinkle followed up with an inquiry as to whether the applicant would be willing to remove that 'jog' from the plans, if it's worth a life to leave it in. Mr. Smith responded that, with all due respect, if they had thought it may cost a life, they would not have done it.

Commissioner Hinkle stated that he was bringing it up because he believed that they hadn't realized it, reiterating that the loss of twenty-four inches is inconsequential compared to the life of a child. Mr. Smith responded that he cannot make that decision and must defer it to his client.

City Planner Araki clarified that the tentative map for this project has already been approved, and that it is the conditional use permit up for the Commission's consideration this night. He further clarified that the applicant can take recommendations for changes due to safety considerations into account during the final map recording, and the map would still be in substantial conformance in this case.

Commissioner Hinkle declared his wish to have this issue entered into the record via the minutes and the Commission's approval so that it will be brought up in front of the City Council as a safety issue requiring explanation and discussion. He informed that there had been no in-depth discussion of this issue during the tract map's consideration. City Planner Araki advised

Commissioner Hinkle to include it in the motion either directly himself or by advising the moving commissioner to do so.

At this point, a motion was made by Commissioner Hinkle and seconded by Commissioner Bedsted to approve CUP2019-005 with the revised attachment and the street evaluation for safety issues at the City Council. The motion was approved by a vote of 4-1.

CLOVIS PLANNING COMMISSION MINUTES
August 23, 2018

PUBLIC HEARING

1. Consider approval Res. 18-42, **TM6221**, A request to approve a vesting tentative tract map for a 23-lot single-family residential development for property located at the northwest corner of Ashlan and Locan Avenues. Marilyn Ishimaru, Masaji Miyake, Masato Miyake, and Tom Miyake, owners; 2M Development, applicant; Harbour & Associates, representative. (This item was continued from June 28, 2018).

Associate Planner George Gonzalez presented the staff report.

Commissioner Antuna inquired as to the future of a pool on the remainder lot that appeared to encroach on a planned sidewalk. The applicant indicated to Associate Planner Gonzalez that the pool will be removed.

Chair Hinkle inquired as to the possibility of enforcing consistency in the future through a condition as it relates to changing the remainder lot access from Ashlan Avenue to Antonio Avenue. Associate Civil Engineer Sean Smith responded that he has no recollection of such being done before but that this is staff's intent in the event of future development of that particular lot.

Chair Hinkle followed up with an inquiry as to the possibility of sealing that access in the case of the property being sold but left unchanged. Chair Hinkle explained that his inquiries are aimed at bringing about consistency in the form of Ashlan Avenue in the future, despite accommodating the property owner's request in the present. Associate Civil Engineer Smith responded that he has no recollection of such a condition being required during his tenure but he can research the topic. Such conditions have been placed on demolition or development of a house, but not on the sale of a house, to his knowledge. Deputy City Planner Ramirez further explained that the proper process to re-orient the access in question would be the parcel map process, if the future owner wishes to subdivide the property.

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

Gary Mason, President of 2M Development, provided some information on actions taken since the previous presentation of this project and offered to answer questions.

Commissioner Cunningham sought and received confirmation that the developer and the property owner Mr. Miyake are now in agreement on the tract map.

Chair Hinkle expressed concern with the proposed narrowing of Megan Avenue in terms of the safety of bicycle traffic on that route, inquiring as to whether there is a necessity for the narrowing safety-wise. Mr. Mason responded that the design adheres to City street standards and that the difference between the two stub streets is only four feet. Chair Hinkle reiterated his inquiry as to the reason for the street narrowing. Mr. Mason responded that the City standard is for fifty-foot streets, which the design calls for, in a similar tie-in fashion as other subdivisions in the City.

Chair Hinkle followed up with an inquiry into whether the proposed street is fifty feet curb-to-curb. Associate Civil Engineer Smith explained that the fifty feet is property line to property line. Chair Hinkle stated that looking at the south property line for Lot 12, the street does not appear to be fifty feet. Associate Civil Engineer Smith responded that according to his interpretation, there is fifty feet across the right-of-way at the south end of Lot 12 and fifty-four feet north of that point, deferring to the applicant and their engineer for further clarification. City Planner Araki confirmed that the existing stub street is fifty-four feet and that the new street would be fifty feet at its narrowest point. Chair Hinkle remarked that the distances on the drawing are deceiving. Mr. Mason explained that the difference is due to the old versus new standard and that a transition is included.

Commissioner Cunningham sought and received confirmation that there would be two-way traffic with parking on both sides at the previously discussed choke point at Lot 12. Associate Civil Engineer Smith further explained that the fifty-foot width is the minimum allowed for such a street under the Narrow Street Policy. Commissioner Cunningham expressed concern about the creation of a choke point, from a safety point of view, given that the existing street already has a fifty-four foot width. Mr. Mason assured that the design conforms to the current standards.

Chair Hinkle stated that one of the Commission's concerns is safety and making sure that, even with the Narrow Street Policy, an unsafe situation is not created. Commissioner Bedsted suggested moving the transition point to the corner of the lot to prevent the creation of a choke point. Lorren Smith of Harbour & Associates, the project engineer, provided a detailed explanation of the currently proposed transition point, the reason for its location, and the amount of work and discussion put into its design.

Commissioner Cunningham stated that, though this is not a deal-breaker for him, this street design "just doesn't look right," due to the width of the existing street.

Chair Hinkle stated that the Commission has to compare what is being done with the General Plan, that safety is a top priority, and he does not see this as being safe for bicycling children in case of a distracted driver.

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

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

There being none, the Chair closed the public portion.

Chair Hinkle stated that he is in favor of the project but would like to see the addition of a condition keeping the width of Megan Avenue consistent throughout for safety, as he does not foresee the loss of two feet from the lots on each side to be something rendering them unsellable.

Commissioner Antuna expressed that though she understands the Chair's point, she believes that having the street narrow at the point it does will not interfere with driving, the developer has adhered to the City's standards, and that the narrowing must take place at some point as the street width within the development is fifty feet.

City Planner Araki added an explanation of the new Narrow Street/ Reduced Street Width Policy in terms of this project, as the proposed project street width is not the most reduced width allowed, and proposed putting forward a motion to gauge the Commission's current standing on this project.

Commissioner Bedsted inquired as to whether street width transitions such as the one proposed are customary in such projects. City Planner Araki provided an explanation to how such occurs but is not common.

Chair Hinkle explained that his concern stems from the proposed street becoming the quickest route to the nearby school.

Commissioner Hatcher inquired as to whether the Commission wished to add a condition regarding Ashlan Avenue access from the remainder lot to the motion.

Commission Antuna proposed that the condition state that the access be reoriented after sale and demolition of all or part of the existing house.

Commissioner Cunningham expressed agreement with the sentiment but concern with the legality of such a condition.

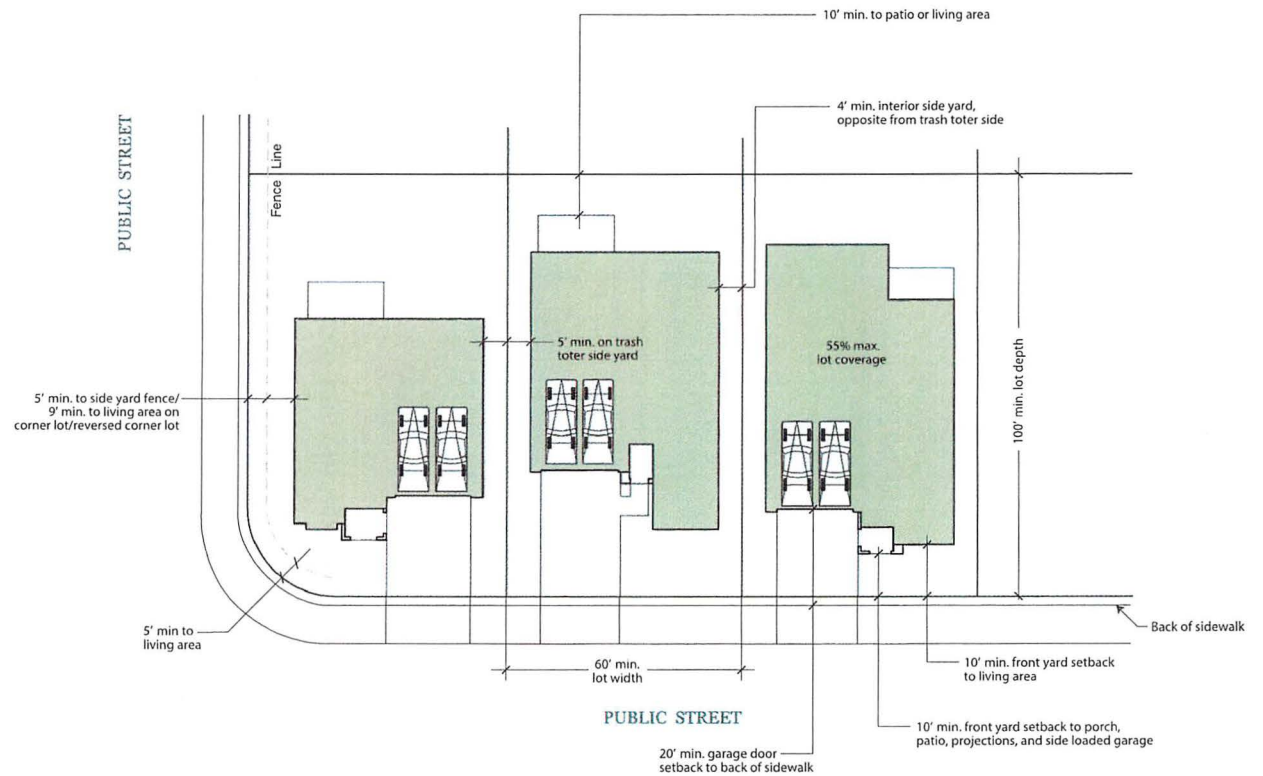
Commission Hatcher responded that the condition can be for the next parcel map applied to the property.

At this point a motion was made by Commissioner Cunningham and seconded by Commissioner Hatcher to approve TM6221 with a new condition requiring Ashlan Avenue access be abandoned in regards to any future parcel maps for the remainder lot. The motion was approved by a vote of 4-1.

TRACT 6221 - Chadwick

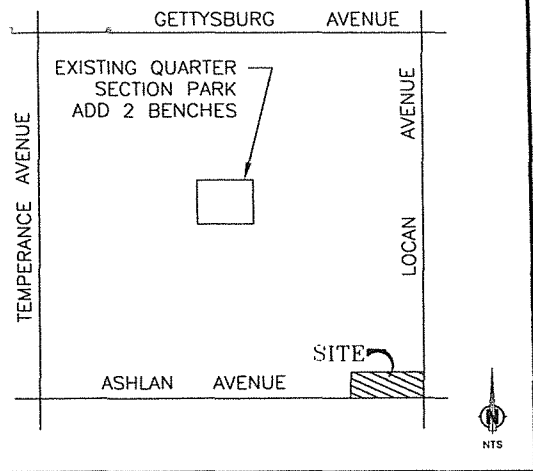
Residential Land Use Development Standards

LAND USE		DEVELOPMENT STANDARDS	
SINGLE-FAMILY RESIDENTIAL		STANDARD	NOTES
DESIGNATION			
Zone District	R-1		
GP Density Range	2.1 - 4.0 du/ac	Low Density Residential	
Dwelling Units	23		
BUILDING INTENSITY			
Minimum Lot Area	6,000 sqft		
Minimum Lot Width	60'		
Minimum Lot Depth	100'		
Maximum Height	35'		
Curved/Corner Lot	50' min/65' min	For street frontage/For lot width	
Lot Coverage	55% max		
BUILDING SETBACKS			
All setbacks measured from PL.			
Front Yard (Local)	20' min/10' min	Garage door to back of sidewalk/To living area, projections, porch/patio, and side loaded garage	
Side Yard	5' min/4' min	5' min one side/4' min other side	
Corner Street Side and Reversed Corner Street Side	5' min/9' min	To side yard fence/To living area	
Rear Yard	10' min		
Corner Cut-Off	5' min	To living area	
GARAGES/STREETS/PARKING			
Garages	2-car	20' x 20' min	
	3-car	29.5' x 20' min/20' x 20' min with 10' x 15' min tandem/22' x 22' min with 12' x 20' min 1 car	
Streets (Public)	50'/54' wide		
On-Street Parking	Yes		
ACCESSORY USES			
General list of requirements and restrictions.			
Walls/Fences	6' min - 8' high max		
Trellises	12' high max		
Pools and Spas	5' min	Water portion to rear and side PLs. Pool and spa may not be located in front yard.	
Equipment	Pool, spa and fountain equipment allowed in side yard easement.		
Covered Structures	12' high max	Covered structures and building additions are allowed subject to review by the City of Clovis, provided that lot coverage standards are not exceeded and that a rear yard encroachment permit is obtained if encroachment into rear yard occurs.	
Accessory Buildings			



The imagery conveys samples of the architectural character intended for these neighborhoods.

NOT TO SCALE



VICINITY MAP
KTS

EXISTING BUILDINGS
EXISTING BUILDINGS TO BE REMOVED EXCEPT WHERE NOTED

EXISTING TREES
EXISTING TREES TO BE REMOVED

EXISTING USE
RESIDENTIAL

EXISTING ZONING
R-1

PROPOSED ZONING
R-1

PROPOSED USE
SINGLE FAMILY RESIDENTIAL SUBDIVISION

SOURCE OF WATER
CITY OF CLOVIS

SOURCE OF SEWAGE DISPOSAL
CITY OF CLOVIS

SOURCE OF WASTE DISPOSAL
CITY OF CLOVIS

SOURCE OF ELECTRICITY
PG&E

SOURCE OF GAS
PG&E

SOURCE OF CABLE T.V.
COMCAST

SOURCE OF TELEPHONE
AT&T

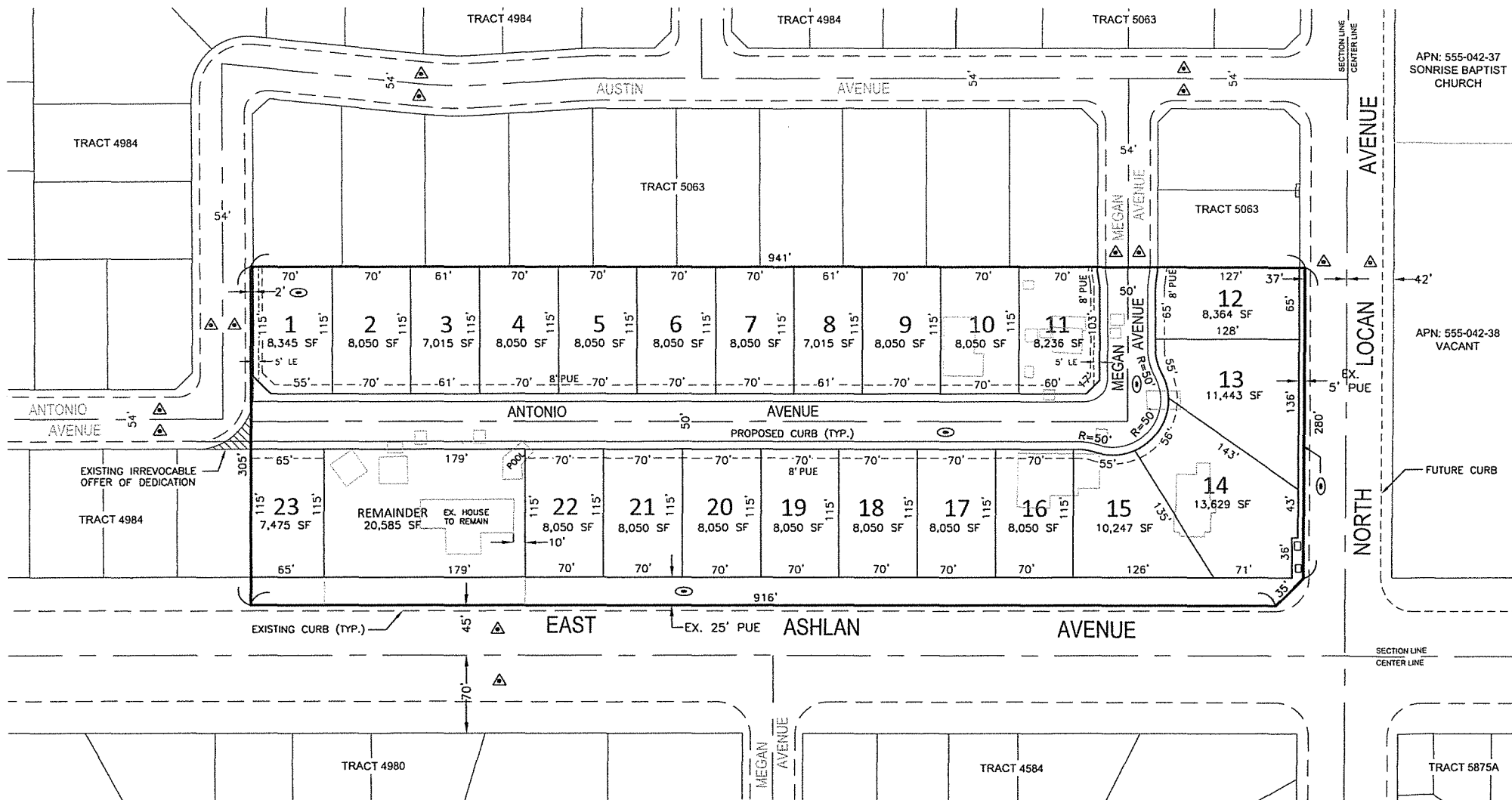
ASSESSOR'S PARCEL NUMBER
555-130-34, 35

SITE AREA
6.58 AC. (GROSS)

NUMBER OF LOTS
23 LOTS

DENSITY
3.49 UNITS PER ACRE

AVERAGE LOT SIZE
8,444 SF



VESTING
TENTATIVE SUBDIVISION MAP
OF
TRACT NO. 6221
IN THE CITY OF CLOVIS
FRESNO COUNTY, CALIFORNIA

NOTES:

- THIS AREA IS SUBJECT TO FLOODZONE X (UNSHADED).
- ALL IMPROVEMENTS SHALL BE AS REQUIRED BY THE CITY OF FRESNO TO CITY STANDARDS, AND SHALL INCLUDE SANITARY SEWER, DOMESTIC WATER, UNDERGROUND POWER, TELEPHONE, GAS, CONCRETE CURBS, CUTTERS, SIDEWALKS, PERMANENT STREET PAVEMENT STREET LIGHTS, ETC.
- THERE SHALL BE NO GRADE DIFFERENTIALS OF GREATER THAN 6" WITHIN 200 FEET OF THE SITE UNLESS APPROVED BY THE CITY OF FRESNO DEVELOPMENT DEPARTMENT.
- THERE ARE NO EXISTING ABOVE GROUND USES OR STRUCTURES SUCH AS BUILDINGS, WATER WELLS, POWER LINES, TOWERS, ETC., WITHIN THE PROPOSED SUBDIVISION. (EXCEPT IF SHOWN)
- THERE ARE NO UNDERGROUND FEATURES SUCH AS WELLS, CESSPOOLS, SEWERS, CULVERTS, STORM DRAINS, DUMP SITES AND OTHER UNDERGROUND STRUCTURES WITHIN THE PROPOSED SUBDIVISION. (EXCEPT IF SHOWN)
- THE DESIGN OF THE PROPOSED SUBDIVISION SHALL PROVIDE TO THE EXTENT FEASIBLE FOR FUTURE PASSIVE OR NATURAL HEATING OR COOLING OPPORTUNITIES AND OTHER MEASURES THAT CONSERVE NONRENEWABLE ENERGY RESOURCES AS PROVIDED IN THE SUBDIVISION MAP ACT. 75% OF THE LOTS ARE ORIENTED NORTH AND SOUTH.

LEGAL DESCRIPTION:

THE SOUTH 350.00 FEET OF THE EAST 978.00 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT Diablo BASE AND MERIDIAN, IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 978.00 FEET OF THE SOUTH 350.00 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE NORTH 07°01'42" WEST, ALONG THE WEST LINE OF SAID EAST 978.00 FEET, A DISTANCE OF 30.00 FEET; THENCE NORTH 88°58'40" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH HALF, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 07°01'20" WEST, A DISTANCE OF 153.00 FEET; THENCE NORTH 88°58'40" EAST, A DISTANCE OF 179.50 FEET; THENCE SOUTH 07°01'20" EAST, A DISTANCE OF 153.00 FEET TO POINT BEING 30.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH HALF; THENCE SOUTH 88°58'40" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTH HALF, A DISTANCE OF 179.50 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF CLOVIS AS DESCRIBED IN GRANT DEED RECORDED JANUARY 4, 1996 AS DOCUMENT NO. 96001516, OFFICIAL RECORDS OF FRESNO COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF CLOVIS AS DESCRIBED IN GRANT DEED RECORDED MAY 3, 1996 AS DOCUMENT NO. 96057179, OFFICIAL RECORDS OF FRESNO COUNTY.

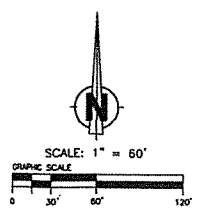
ALSO EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN EAST ASHLAN AVENUE.

(BEING ADJUSTED PARCEL B OF PARCEL MAP EXEMPT NO. 2018-22 PURSUANT TO APPLICATION FOR PARCEL MAP EXEMPT NO. 2018-22 (LINE ADJUSTMENT) RECORDED JANUARY 18, 2019 AS DOCUMENT NO. 2019-0005065, FRESNO COUNTY RECORDS)

APN: 555-130-35 AND PORTION 555-130-34

LEGEND:

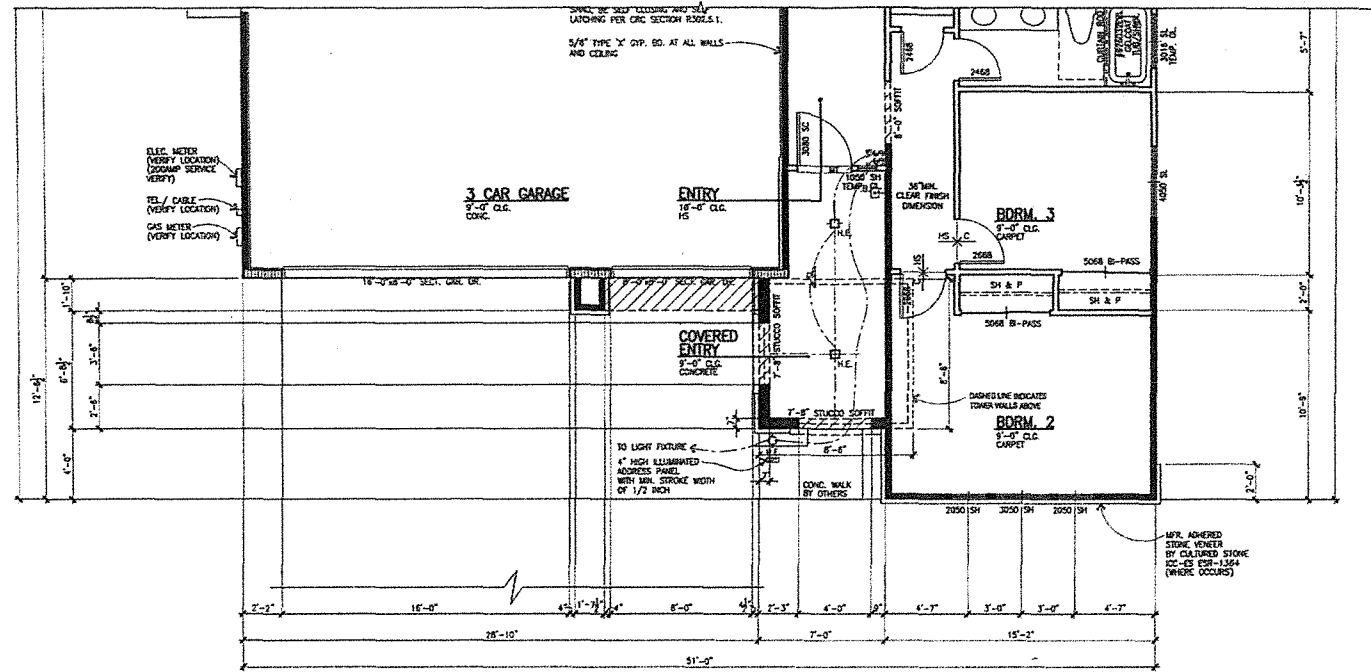
- INDICATES STREETS PREVIOUSLY DEDICATED FOR PUBLIC USE
- PUBLIC STREET EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE
- PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE
- LE PROPOSED LANDSCAPE EASEMENT



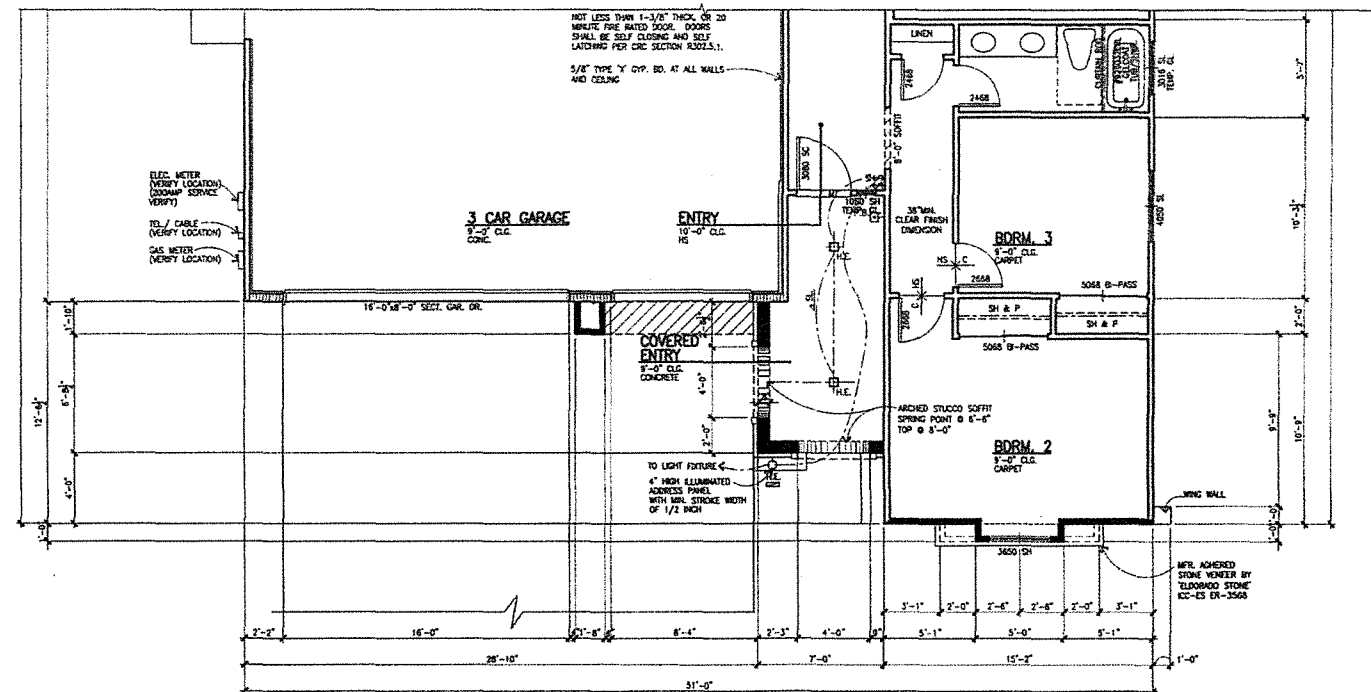
OWNERS:
TOM MIYAKE, TRUSTEE
2885 ASHLAN AVENUE
CLOVIS, CA 93611
APN: 555-130-34

MASATO MIYAKE, TRUSTEE
TOM MIYAKE, TRUSTEE
MARILYN ISHIMARU
MASAJI MIYAKE

CUP SITE PLAN		
SUBMITTER		
Wilson Premier Homes, Inc.		
1500 North Palm Avenue, Suite 102 Fresno, CA 93711 559-288-9901		
Harbour & Associates Civil Engineers	REVISIONS	SHEET NO.



PARTIAL FLOOR PLAN 2277B - TUSCANY



PARTIAL FLOOR PLAN 2277C - CRAFTSMAN

FLOOR PLAN

TUSCANY

FLOOR AREA TABLE	PLAN 2277B
FLOOR PLAN	2277 SQ. FT.
GARAGE	620 SQ. FT.
EXTERIOR ENTRY	53 SQ. FT.
REAR PATIO	189 SQ. FT.

- FLOOR PLAN NOTES**
1. ATTIC: ACCESS PER CMC 1007, DRAFTING PER CMC 1002.12 AND VENTILATION PER 1006.
 2. EMERGENCY ESCAPE AND RESCUE OPENINGS PER CMC 1002.12 MEANS OF EGRESS PER CMC 1011.
 3. GLAZING PER CMC 1002.1.1.1.2.02.
 4. FACTORY-BUILT KITCHENS AND CHIMNEYS PER CMC 1004.1.1.1.006 CIRCUM SECTION 4.02.4 CMC SECTION 100.000.
 5. COMBUSTION AIR TO POWERED AIR UNIT PER CMC CHAPTER 7.
 6. COMBUSTION AIR TO WATER HEATER PER CMC SECTION 100.7.
 7. ENVIRONMENTAL AIR QUALITY PER CMC SECTION 100.000.
 8. MECHANICAL EQUIPMENT LOCATION AND PROTECTION ADJUST DAMAGE PER CMC 100.6.1.008.
 9. THE SILL HEIGHT IS NOT TO EXCEED 48" FROM THE BOTTOM OF THE CLEAR OPENING.
 10. IN SLEEPING ROOMS, 2018 CMC 100.1.1.1.1.1.1.
 11. SUPPLY AIR DUCTS, AIR CONDITIONING UNITS WITH A SILL THAT IS LOCATED LESS THAN 24" ABOVE THE FINISHED FLOOR AND MORE THAN 72" ABOVE FINISHED GRADE OR OTHER SURFACE BELOW AT THE EXTERIOR MUST BE PROTECTED BY A GUARD OR HAVE FINISHED GRADE. THE GUARD MAY NOT HAVE SPACING THAT IS GREATER THAN 4" IN DIAMETER CAN PASS THROUGH. 2018 CMC 100.1.1.1.1.1.1.2.
 12. A SLEEPING ROOM WINDOW IS REQUIRED. 2018 CMC 100.1.1.1.1.1.1.2. 2018 CMC 100.1.1.1.1.1.1.3.
 13. GLAZING IN A HAZARDOUS LOCATION IS REQUIRED TO BE GLAZED WITH SAFETY MATERIAL. 2018 CMC 100.1.1.1.1.1.1.3.
 14. PROVIDE A 6" SQUARE FRESH AIR INTAKE FOR THE GAS APPLIANCE REPLACES 2018 7-24.
 15. VERTICAL CLEARANCE ABOVE THE COOKTOP TO COMBUSTIBLE IS 30". UNPROTECTED, ON 34" PROTECTED, AND THE HORIZONTAL DIMENSIONS IS REQUIRED TO BE FOR THE PERMANENT BURNING LIT IN THE UNIT. 2018 CMC 100.1.1.1.1.1.1.2.
 16. A SLEEPING ROOM WINDOW IS REQUIRED. 2018 CMC 100.1.1.1.1.1.1.1. 2018 CMC 100.1.1.1.1.1.1.2. 2018 CMC 100.1.1.1.1.1.1.3.
 17. THE WALL SURFING SPRING CORNER 1/2" ON OTHER FROM WALL UNPROTECTED SUBJECT TO WATER SPLASH AND CONSTRUCTION OF MATERIALS NOT ADVERSELY AFFECTED BY WATER. NOTE THE USE OF FIBER GLASS, HIGH DENSITY POLYETHYLENE OR PLASTIC MAY BE USED IN THESE LOCATIONS. 2018 CMC 100.1.1.1.1.1.1.3.
 18. THE THREE CAR GARAGE IS NON-CONFORMING AND THE REQUIRED 100% BATHS MAY NOT BE RELEASED. 2018 CMC 100.1.1.1.1.1.1.1.
 19. NOTE THAT ALL ATTIC ACCESS OPENINGS ARE GARANTEED TO PREVENT AIR LOSS. 2018 CMC 100.1.1.1.1.1.1.1.

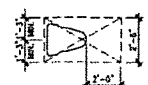
CRAFTSMAN

FLOOR AREA TABLE	PLAN 2277C
FLOOR PLAN	2283 SQ. FT.
GARAGE	620 SQ. FT.
EXTERIOR ENTRY	91 SQ. FT.
REAR PATIO	189 SQ. FT.



INTERIOR ELEVATION KEY

REQUIRED FLOOR CLEARANCES AT WATER CLOSETS - TYPICAL



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

WILLIAM HEZMALHALCH ARCHITECTS INC.
2850 REDHILL AVENUE SUITE 200 SANTA ANA CA 92705-6560
949 226 0887 www.hezmalhalch.com fax 949 226 1228



TRACT # 5998
S.F.D.

PLAN 2277- ADDENDA FLOOR PLANS B TUSCANY & C CRAFTSMAN

PLAN 2277
CLOVIS, CA.

WILSON HOMES
FRESNO, CALIFORNIA

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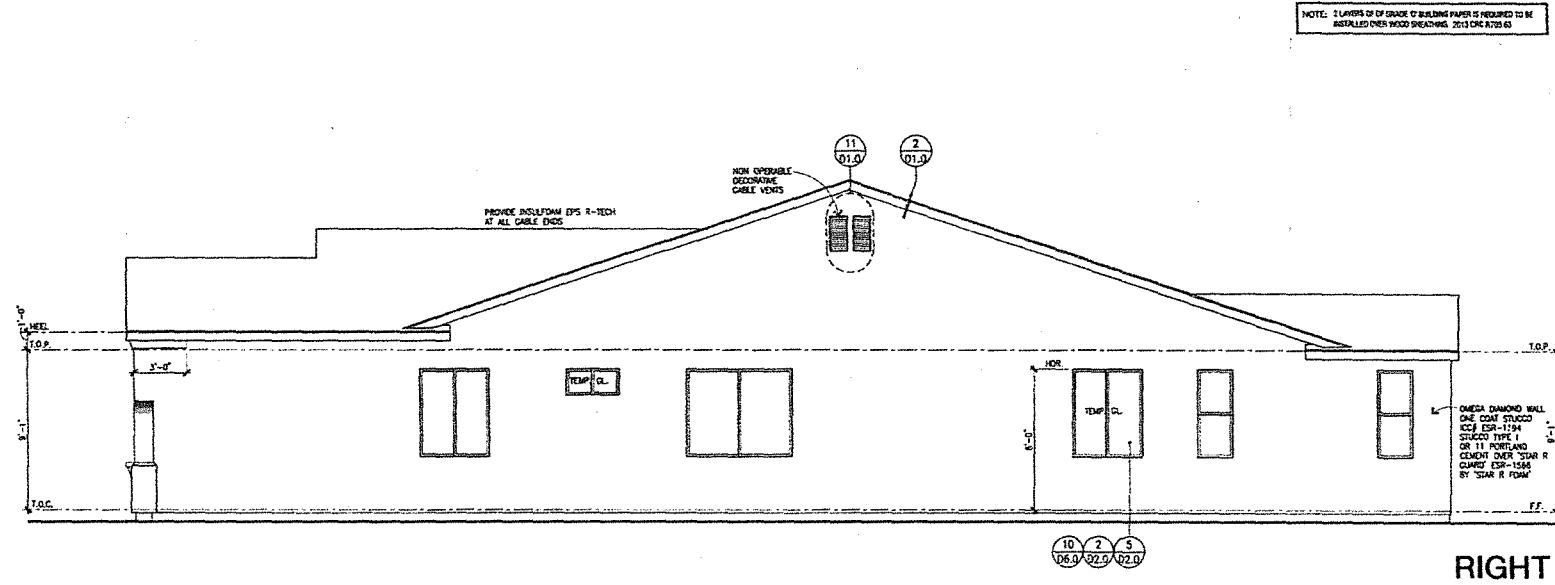
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DO NOT SCALE PLANS

REVISONS

NO.	DATE	DESCRIPTION
1	03-02-17	2016 CODE UPDATE

2013219 - 03-02-17 - 2016 CODE UPDATE



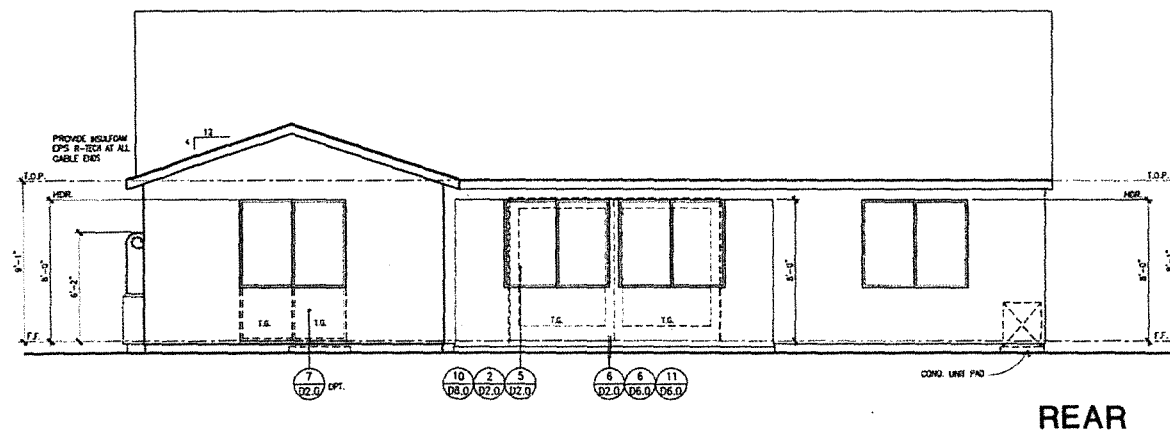
RIGHT

ROOF PLAN

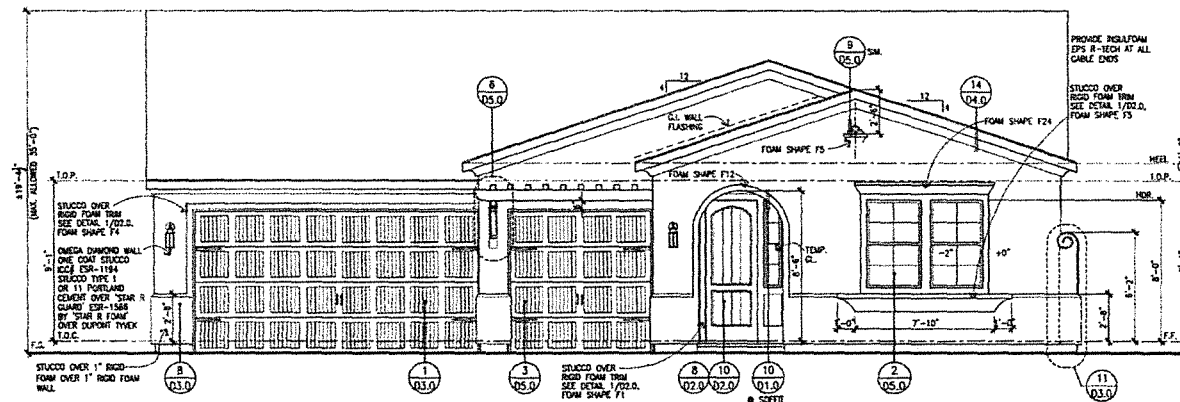
SCALE: 1/8" = 1'-0"

ELEVATION REFERENCE:	A	ELEVATION STYLE:	EARLY CALIFORNIA/SANTA BARBARA			ROOF PLAN LEGEND
ROOF MATERIAL:		STANDARD ROOF DETAIL U.S.D.	F.A.S.C. - U.S.A.	BARCEL - U.S.R.	OVERHANG DETAIL - U.S.D.	4/12
		DATE	DATE	DATE	DATE	<p>INDICATES DIRECTION OF INCLINATION</p> <p>INDICATES THICKNESS OF INSULATION</p> <p>INDICATES TYPE OF INSULATION</p> <p>INDICATES USE OF STRAPPING</p> <p>INDICATES TYPE OF FLASHING</p>
LOW PROFILE CONCRETE S/TILE		(1) 1/4"	2X6	2X6	T-O"	<p>INDICATES OVERHANG SLOPED</p> <p>1/2" ROOF HAT WITH INSULATION</p> <p>INDICATES TYPE OF FLASHING</p> <p>INDICATES TYPE OF FLASHING</p>
"WOMEN'S TILE" USE						<p>INDICATES TYPE OF FLASHING</p> <p>INDICATES TYPE OF FLASHING</p> <p>INDICATES TYPE OF FLASHING</p> <p>INDICATES TYPE OF FLASHING</p>

ROOF ATTIC AREA		A 3213 sq. ft. ASBESTOS sq. ft.		CALCULATION FACTOR: 1/300	
MIN. VENTILATION REQUIRED:		TOTAL 1542 sq. ft.		TOTAL PROVIDED: 1580 sq. ft.	
MIN. VENTILATION REQUIRED:		HIGH 771 sq. ft.		TOTAL HIGH PROVIDED 780 sq. ft.	
MIN. VENTILATION REQUIRED:		LOW 771 sq. ft.		TOTAL LOW PROVIDED 780 sq. ft.	
MIN. VENTILATION METHOD		USE FREE AREA		REQUIRE	
CLOAKED VENT - CONC. S/F		sq. ft.		FREE VENT AREA	
				TOTAL PROVIDED: 780 sq. ft.	
MIN. VENTILATION METHOD		USE FREE AREA		REQUIRE	
CLOAKED VENT - CONC. S/F		sq. ft.		FREE VENT AREA	
				TOTAL PROVIDED: 780 sq. ft.	



REAR



FRONT

EXTERIOR ELEVATIONS - PLAN 2277A - EARLY CALIFORNIA / SANTA BARBARA

SCALE: 1-0



**WILLIAM HEZMALHALCH
ARCHITECTS INC.**
2850 REDHILL AVENUE, SUITE 200, SANTA ANA, CA 92705-8543
949 250 0077 www.aharchitects.com fax 949 251 1529



TRACT# 5998
S.F.D.

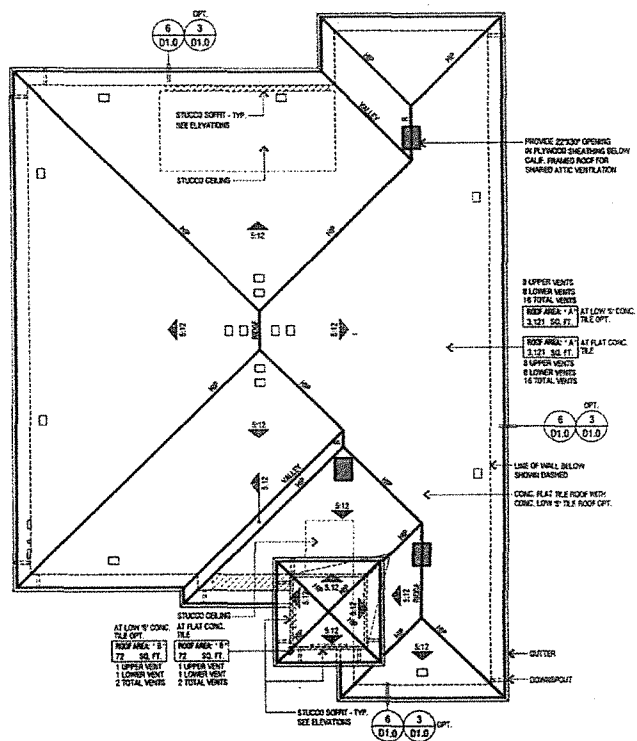
PLAN 2277
CLOVIS, CA.

WILSON HOMES
FRESNO, CALIFORNIA

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[illegible]

2013219 - 03-02-17 - 2016 CODE UPDATE



ROOF PLAN

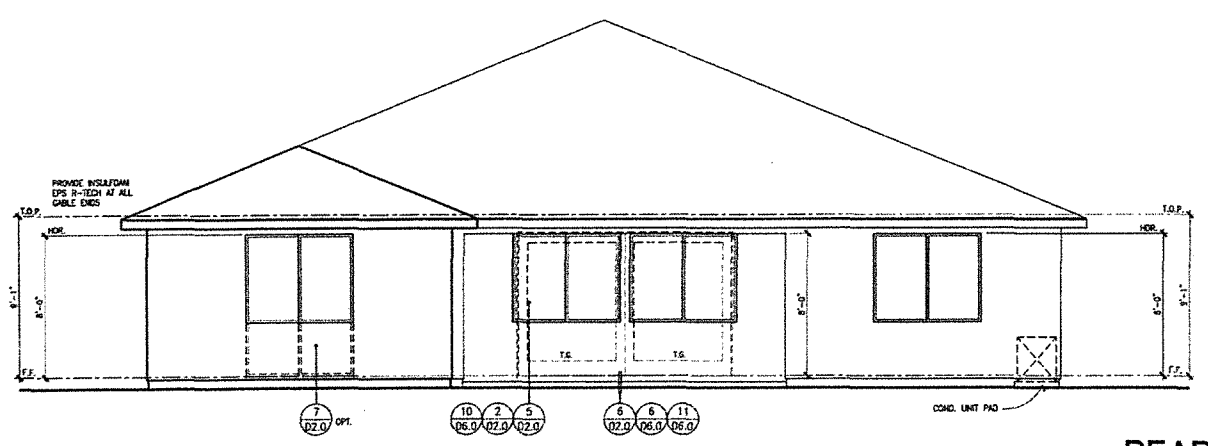
SCALE: 1/8" = 1'-0"

ELEVATION REFERENCE:	8	ELEVATION STYLE:	TUSCANY	OVERHANG DIM. - U.S.D.	
ROOF MATERIAL:	STANDARD ROOF DETAIL U.S.D.	FACSA - U.S.D.	RANGE - U.S.D.	SAVE	RAISE
CONCRETE FLAT TILE	1	2X6	2X6	1'-0"	N/A
ELEVATION REFERENCE:	8	ELEVATION STYLE:	TUSCANY	OVERHANG DIM. - U.S.D.	
ROOF MATERIAL:	STANDARD ROOF DETAIL U.S.D.	FACSA - U.S.D.	RANGE - U.S.D.	SAVE	RAISE
LOW PROFILE CONC. S TILE OPTION	1	2X6	2X6	1'-0"	N/A

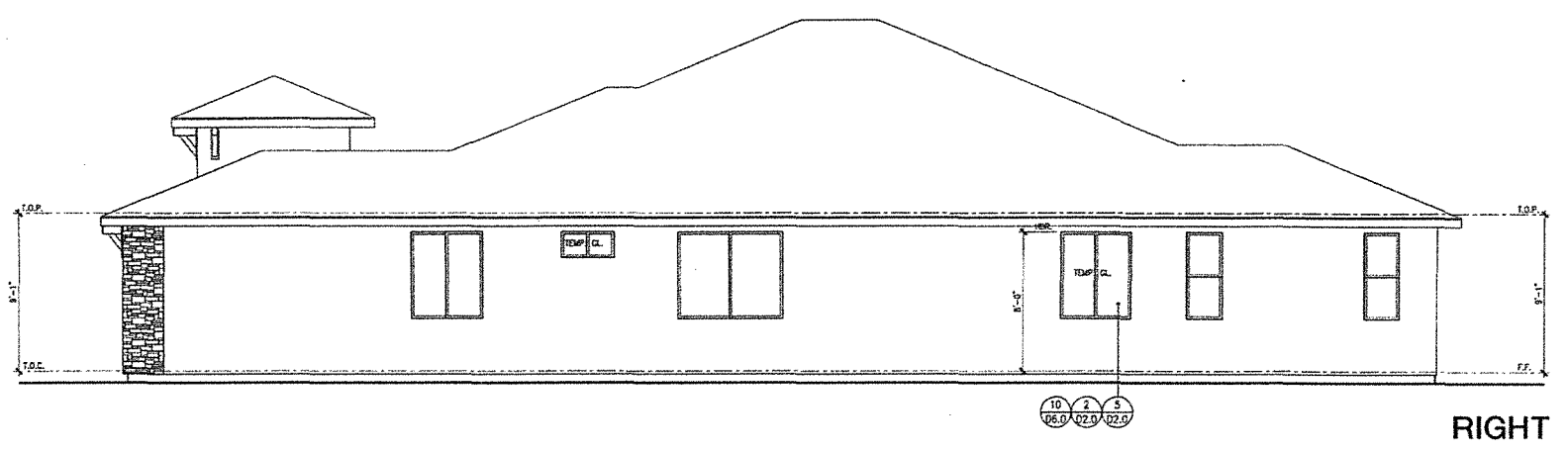
ROOF PLAN NOTES

- SEE GENERAL NOTES FOR ROOF NOTES.
- SPRINKLER HEADS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- ATTIC ACCESS PER CIRC SECTION 110.10.
- PROVIDE ATTIC & ROOF VENTILATION PER CIRC SECTION 110.10. THE MINIMUM NET FREE VENTILATING AREA SHALL BE 1/150 OF THE AREA OF THE VENTED SPACE. DESCRIPTION: THE MINIMUM NET FREE VENTILATING AREA SHALL BE 1/150 OF THE AREA OF THE VENTED SPACE PROVIDED ONE OR MORE OF THE FOLLOWING CONDITIONS ARE MET:
 - IN CLIMATE ZONES 14 AND 15, A CLASS 1 OR 2 VAPOR RETARDER IS INSTALLED ON THE WARMER-SIDE OF THE CEILING.
 - NOT LESS THAN 40 PERCENT AND NOT MORE THAN 50 PERCENT OF THE REQUIRED VENTILATING AREA IS PROVIDED BY VENTILATORS LOCATED IN THE UPPER PORTION OF THE ATTIC OR RAISED SPACE. UPPER VENTILATORS SHALL BE LOCATED NO MORE THAN 3 FEET (914 MM) BELOW THE RIDGE OR HIGHEST POINT OF THE SPACE, MEASURED VERTICALLY, WITH THE BALANCE OF THE REQUIRED VENTILATING PROVIDED BY EAVE OR CORNER VENTS. WHERE THE LOCATION OF WALL OR ROOF FINISHING MEMBERS CONFLICTS WITH THE INSTALLATION OF UPPER VENTILATORS, INSTALLATION MORE THAN 3 FEET (914 MM) BELOW THE RIDGE OR HIGHEST POINT OF THE SPACE SHALL BE PERMITTED.

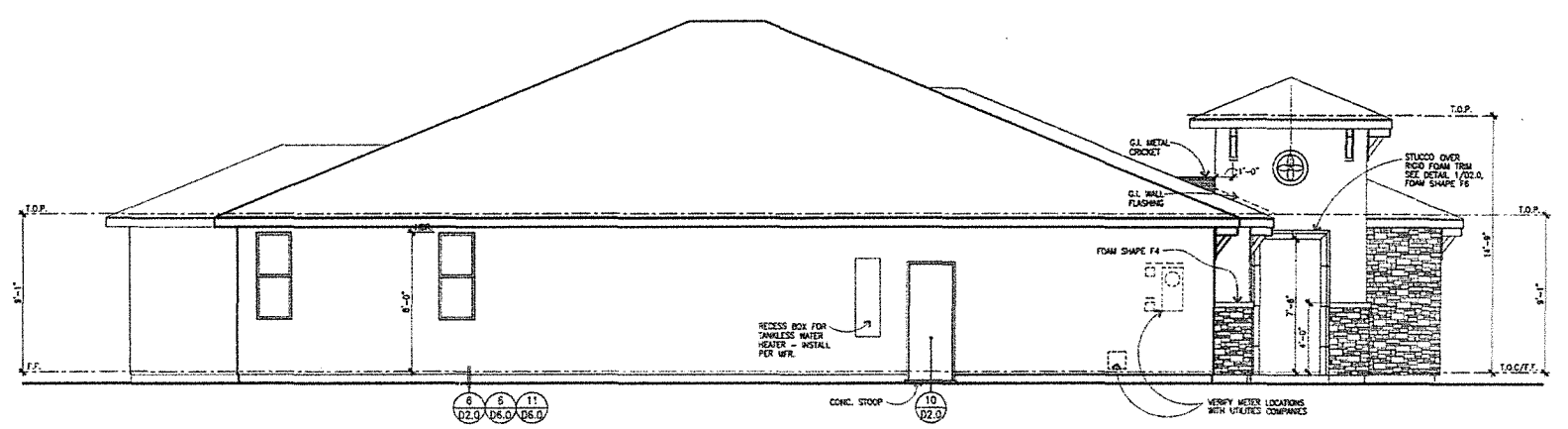
ROOF ATTIC AREA				A	3121	SQ. FT.	CALCULATION FACTOR:	1/300	ROOF ATTIC AREA				A	3121	SQ. FT.	CALCULATION FACTOR:	1/300										
				449434		SQ. IN.							449434		SQ. IN.												
MINI VENTILATION REQUIRED:		TOTAL		1498		SQ. IN.		TOTAL PROVIDED:		1580		SQ. IN.		MINI VENTILATION REQUIRED:		TOTAL		1498		SQ. IN.		TOTAL PROVIDED:		1580		SQ. IN.	
MINI VENTILATION REQUIRED:		HIGH		749		SQ. IN.		TOTAL HIGH PROVIDED:		780		SQ. IN.		MINI VENTILATION REQUIRED:		HIGH		749		SQ. IN.		TOTAL HIGH PROVIDED:		790		SQ. IN.	
MINI VENTILATION REQUIRED:		LOW		749		SQ. IN.		TOTAL LOW PROVIDED:		780		SQ. IN.		MINI VENTILATION REQUIRED:		LOW		708		SQ. IN.		TOTAL LOW PROVIDED:		790		SQ. IN.	
HIGH VENTILATION METHOD				SIZE	FREE VENT AREA		QUANTITY		FREE VENT AREA		HIGH VENTILATION METHOD				SIZE	FREE VENT AREA		QUANTITY		FREE VENT AREA							
CLOSED VENT - CONC.S-TILE				98	SQ. FT.		8		780		CLOSED VENT - CONC.FLAT TILE				99	SQ. FT.		8		790							
TOTAL PROVIDED:								780		TOTAL PROVIDED:								790		SQ. IN.							
LOW VENTILATION METHOD				SIZE	FREE VENT AREA		QUANTITY		FREE VENT AREA		LOW VENTILATION METHOD				SIZE	FREE VENT AREA		QUANTITY		FREE VENT AREA							
CLOSED VENT - CONC.S-TILE				98	SQ. FT.		8		780		CLOSED VENT - CONC.FLAT TILE				99	SQ. FT.		8		790							
TOTAL PROVIDED:								780		TOTAL PROVIDED:								790		SQ. IN.							



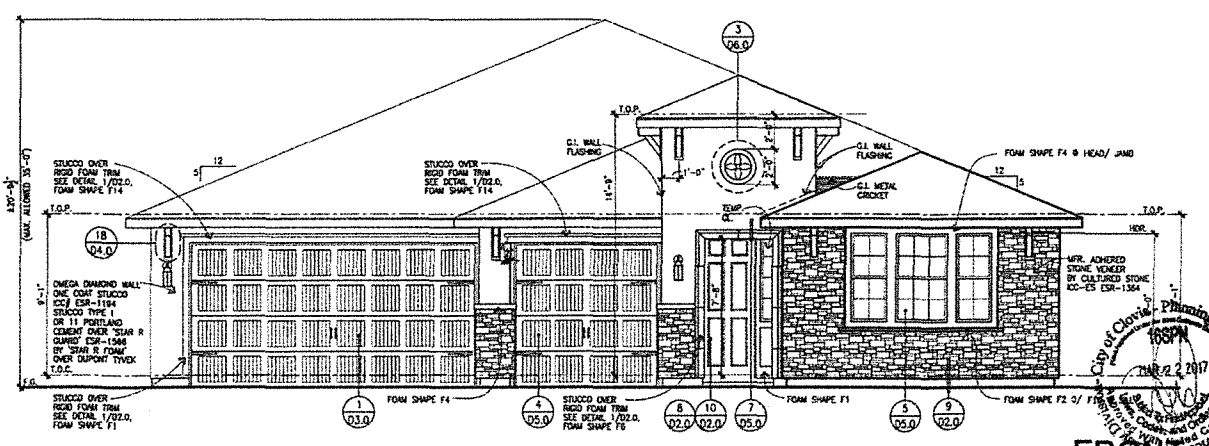
REAR
EXTERIOR ELEVATIONS - PLAN 2277B - TUSCANY



RIGHT



LEFT



FRONT

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

PLAN 2277B TUSCANY - EXTERIOR ELEVATIONS & ROOF PLAN

PLAN 2277
CLOVIS, CA.

WILSON HOMES
FRESNO, CALIFORNIA

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NO.	DATE	DESCRIPTION
1	03-02-17	ISSUED FOR CONSTRUCTION

PROJECT MANAGER:	WM
DESIGNER:	WM
DRAWN BY:	WM
REVIEWED BY:	
1ST BLDG. DEPT. SUBMITAL:	05-22-15
ISSUED FOR CONSTRUCTION:	
JOB NUMBER:	2013219
CAD FILE NAME:	121914155
DATE:	03-02-17
SHEET:	A10.5

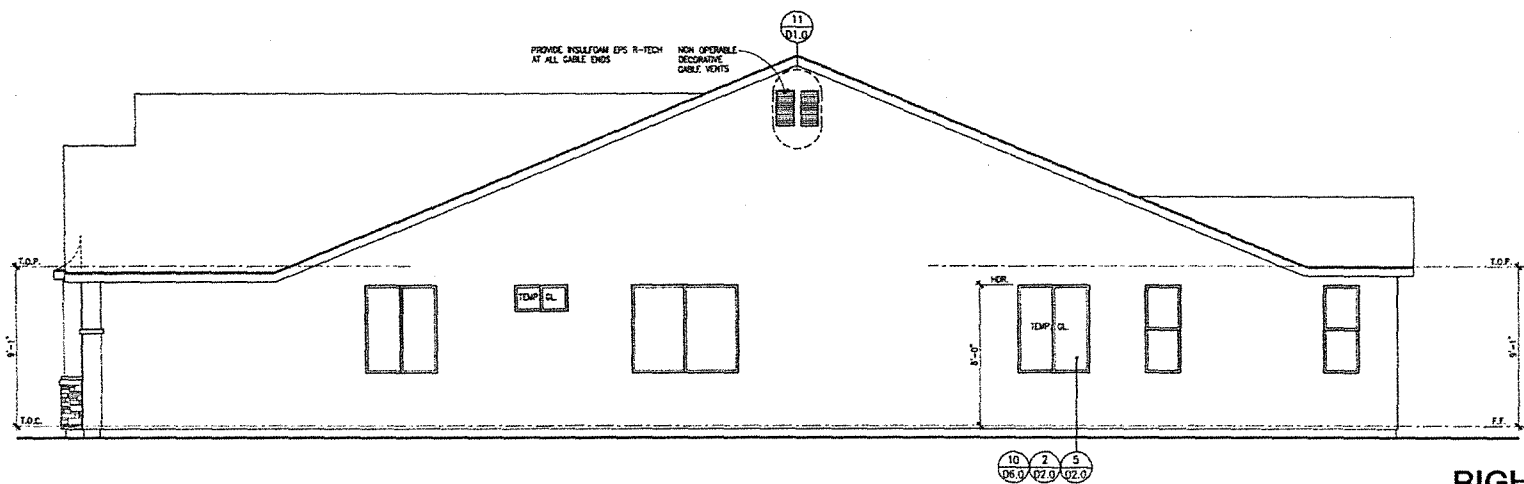
NOTE: 2 LAYERS OF 1/2" GRADE 19 BUILDING PAPER IS REQUIRED TO BE INSTALLED OVER WOOD SHEATHING. 2013 CIRC 110.10

WILLIAM HEZMALHALCH ARCHITECTS, INC.
209 REDBELL AVENUE SUITE 200 SANTA ANA CA 92705-5543
949 220 0887 www.hezmalhalch.com fax 949 220 1528

STATE OF CALIFORNIA
RECEIVED
FEB 14 2017
CLERK OF SUPERIOR COURT
COUNTY OF CLAVIS

TRACT # 5998
S.F.D.

2013219 - 03-02-17 - 2016 CODE UPDATE



**WILLIAM HEZMALHALCH
ARCHITECTS INC.**
2850 REDHILL AVENUE SUITE 200 SANTA ANA CA 92705-8543
949 250 0607 www.williamhezmalhalch.com fax 949 250 1526

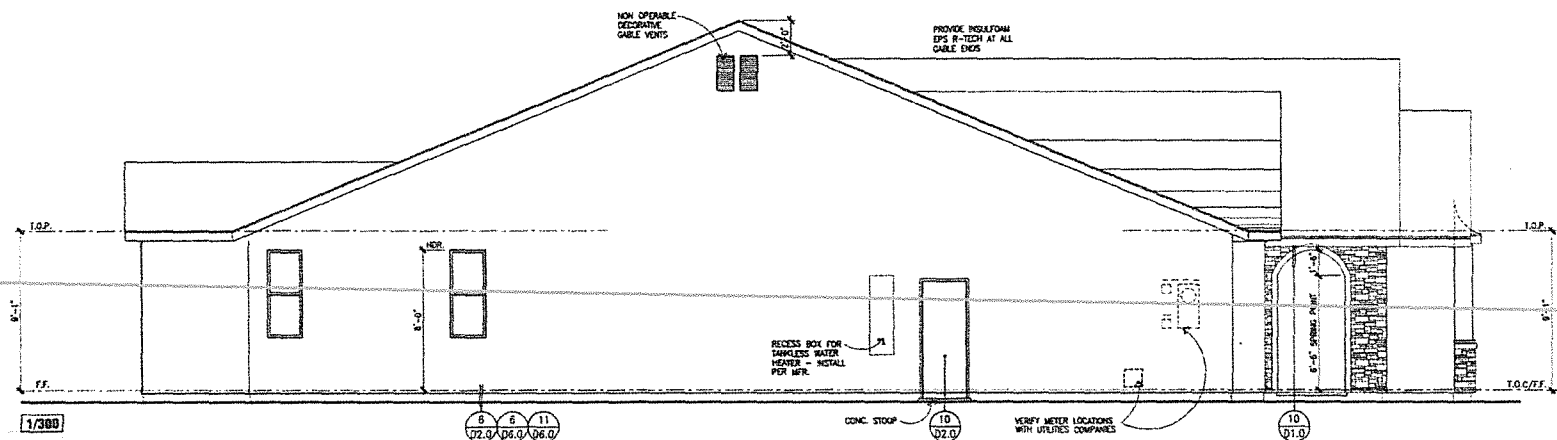


TRACT# 5998
S.F.D.

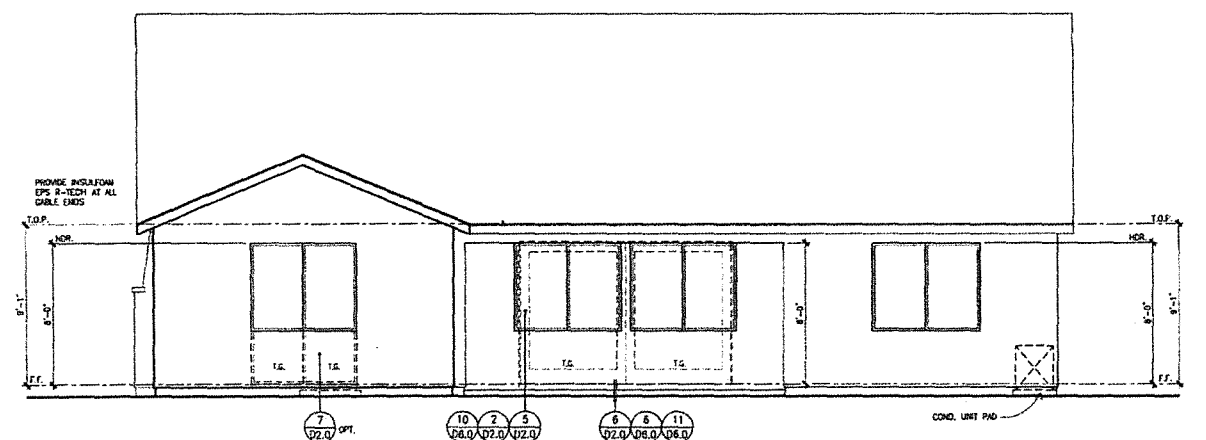
ELEVATION REFERENCE: C		ELEVATION STYLE: CRAFTSMAN		ROOF PLAN LEGEND	
ROOF MATERIAL	STANDARD ROOF DETAIL U.N.O.	FASCIA U.N.O.	BRACE U.N.O.	OVERHANG DIM. - U.N.O.	5/12
			EAVE	RAKE	
CONCRETE FLAT TILE NORMAL ROOFING TILE 12X14		2X8	2X8	1'-0"	1'-0"
ROOF PLAN NOTES					<p>5/12 INDICATES SLOPE/RAISE</p> <p>INDICATES CORNERPOST IF REQUIRED, INDICATES RIDGE LINE IF REQUIRED, INDICATES LINE OF DOWNGUT, INDICATES LINE OF DRAINAGE</p> <p> INDICATES FINISH ELEVATION, TILE ROOF VENT WITH ANGLEST SCREEN 5/8 IN. NET PER VENT AREA (7-17)</p> <p> SEE 22729 C&G SPEC. FOR ACCESS AND ANGLEWAVE CONTRACTOR TO APPLY, APPLY TO TILE AND ANGLEWAVE</p>
NOTE: MINIMUM REQUIREMENTS FOR SOLAR READY BUILDINGS PER CIRC SECTION 110.10.					
1. SEE GENERAL NOTES FOR ROOF NOTES.					
2. ALL ROOF ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.					
3. ATTC ARE CORN SECTION 1007.					
4. PROVIDE AT LEAST 1 VENT FOR EACH CORN SECTION FLOOR. PER CIRC SECTION 1002.2, THE MINIMUM NET FREE VENTILATION AREA SHALL BE 1/300 OF THE AREA OF THE VENTED SPACE. SECTION 1002.2, THE MINIMUM NET FREE VENTILATION AREA SHALL BE 1/300 OF THE VENTED SPACE PROVIDED ONE OR MORE OF THE FOLLOWING CONDITIONS ARE MET: -					
a. 1/4 IN. PLASTIC MAT 1/4 IN. CLASS 1 OR 2 BURNER NETWORK IS INSTALLED ON THE INSIDE IN WINTER SIDE OF THE CEILING.					
b. NOT LESS THAN 20 PERCENT AND NOT MORE THAN 50 PERCENT OF THE REQUIRED VENTILATING AREA IS PROVIDED BY MEANS LOCATED IN THE UPPER PORTION OF THE ATTC OR RAFTER SPACE. UPPER VENTILATING AREA SHALL BE LOCATED NOT LESS THAN 3 FEET 6 IN. BELOW THE INSIDE OF THE SPACE, MEASURED VERTICALLY, WITH THE BALANCE OF THE REQUIRED VENTILATING PROVIDED BY ONE OR MORE DOWNPORTS. WHERE THE LOCATION OF WALL OR ROOF FINISHES INTERFERES WITH THE INSTALLATION OF UPPER VENTILATING, INSTALLATION MORE THAN 1 FEET 6 IN. BELOW THE INSIDE OR HIGHEST POINT OF THE SPACE SHALL BE PERMITTED.					

ROOF ATTIC AREA				A 3196 sq. ft. AREA		CALCULATION FACTOR: 1/300	
MIN. VENTILATION REQUIRED:		TOTAL	1534	TOTAL PROVIDED:		1560	sq. in.
MIN. VENTILATION REQUIRED:		HIGH	767	TOTAL HIGH PROVIDED		780	sq. in.
MIN. VENTILATION REQUIRED:		LOW	767	TOTAL LOW PROVIDED		780	sq. in.
<div style="display: flex; justify-content: space-between;"> <div> HIGH VENTILATION METHOD CLOAKED VENT - CONC. S-TILE </div> <div> SIZE: 96 sq. in. x 8 TOTAL PROVIDED: 780 sq. in. </div> <div> FREE VENT AREA: 780 sq. in. </div> </div>							
<div style="display: flex; justify-content: space-between;"> <div> LOW VENTILATION METHOD CLOAKED VENT - CONC. S-TILE </div> <div> SIZE: 96 sq. in. x 8 TOTAL PROVIDED: 780 sq. in. </div> <div> FREE VENT AREA: 780 sq. in. </div> </div>							

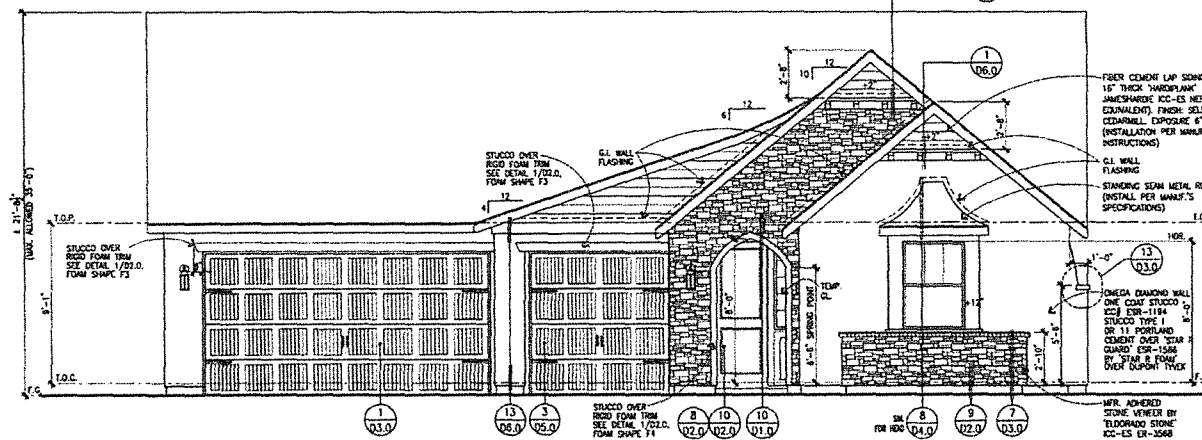
ROOF ATTIC AREA				A 3196 sq. ft. AREA		CALCULATION FACTOR: 1/300	
MIN. VENTILATION REQUIRED:		TOTAL	1534	TOTAL PROVIDED:		1560	sq. in.
MIN. VENTILATION REQUIRED:		HIGH	767	TOTAL HIGH PROVIDED		780	sq. in.
MIN. VENTILATION REQUIRED:		LOW	767	TOTAL LOW PROVIDED		780	sq. in.
<div style="display: flex; justify-content: space-between;"> <div> HIGH VENTILATION METHOD CLOAKED VENT - CONC. FLAT TILE </div> <div> SIZE: 96 sq. in. x 8 TOTAL PROVIDED: 780 sq. in. </div> <div> FREE VENT AREA: 780 sq. in. </div> </div>							
<div style="display: flex; justify-content: space-between;"> <div> LOW VENTILATION METHOD CLOAKED VENT - CONC. FLAT TILE </div> <div> SIZE: 96 sq. in. x 8 TOTAL PROVIDED: 780 sq. in. </div> <div> FREE VENT AREA: 780 sq. in. </div> </div>							



LEFT



REAR



FRONT

SCALE: 1-4

EXTERIOR ELEVATIONS & ROOF PLAN - PLAN 10C - CRAFTSMAN

PLAN 2277
CLOVIS, CA.

WILSON HOMES
FRESNO, CALIFORNIA

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THESE PLANS BY A THIRD PARTY, THE THIRD PARTY SHALL OBLIGATE
WILLIAM NEZMALHALCH ARCHITECTS, INC. HARMLESS.

DO NOT SCALE PLANS

[illegible]

2013219 - 03-02-17 - 2016 CODE UPDATE

2nd Floor Plan & Options - 2378A Early California / Santa Barbara

WILSON HOMES
FRESNO, CALIFORNIA

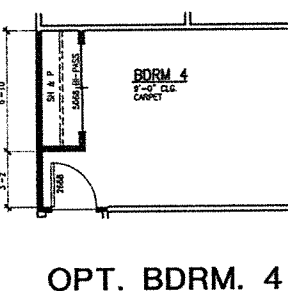
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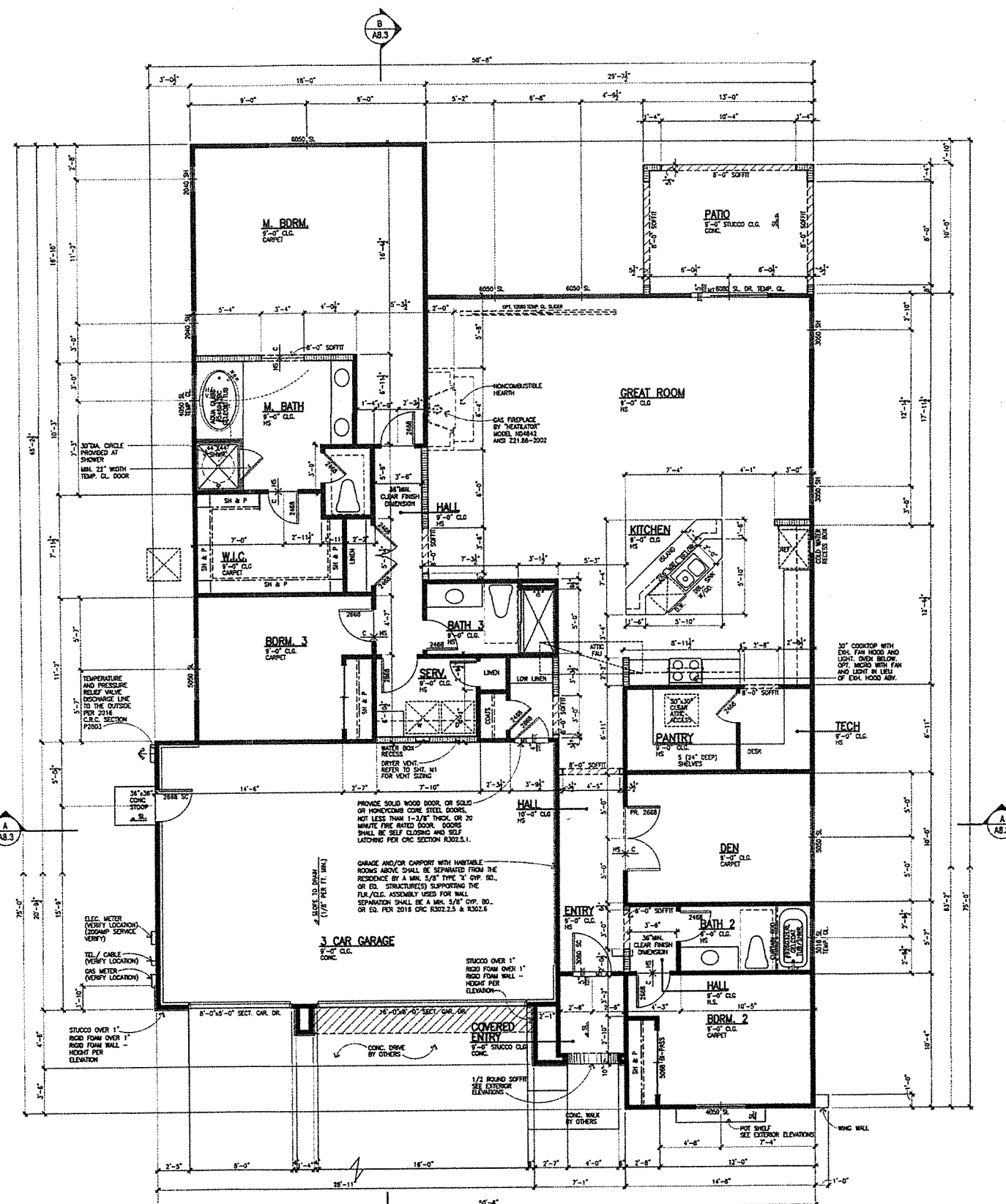
REVISIONS

[illegible]

PROJECT MANAGER :	
DESIGNER :	WYHAM
DRAWN BY :	MM
REVIEWED BY :	-
1ST BLDG. DEPT. SUBMITAL :	04-21-15
ISSUED FOR CONSTRUCTION :	
JOB NUMBER :	201219
CAD FILE NAME :	1321041
DATE:	SHEET:
02-27-17	A8.1



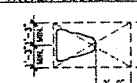
- [illegible]



FLOOR PLAN

NOTE:
NAILING SCHEDULE IS LOCATED ON SHEET SD.2

REQUIRED FLOOR CLEARANCES
AT WATER CLOSETS - TYPICAL



FLOOR AREA TABLE	PLAN 2077
FLOOR PLAN	2378 SQ. FT.
GARAGE	631 SQ. FT.
EXTERIOR ENTRY	33 SQ. FT.
REAR PATIO	130 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

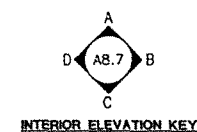
SCALE: 1/4" = 1'-0"



TUSCAN

FLOOR AREA TABLE	PLAN 2378B
FLOOR PLAN	2378 SQ. FT.
GARAGE	631 SQ. FT.
EXTERIOR ENTRY	33 SQ. FT.
REAR PATIO	130 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

[illegible]

CRAFTSMAN	
FLOOR AREA TABLE	PLAN 2378C
FLOOR PLAN	2378 SQ. FT.
GARAGE	831 SQ. FT.
EXTERIOR ENTRY	33 SQ. FT.
REAR PADO	130 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

PLAN 2378
CLOVIS, CA.

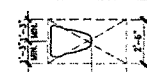
WILSON HOMES
FRESNO, CALIFORNIA

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[illegible]

2013219 - 02-27-17 - 2016 CODE UPDATE - N.F.C.

**REQUIRED FLOOR CLEARANCES
AT WATER CLOSETS - TYPICAL**



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

[illegible]



TRACT # 5998
S.F.D.

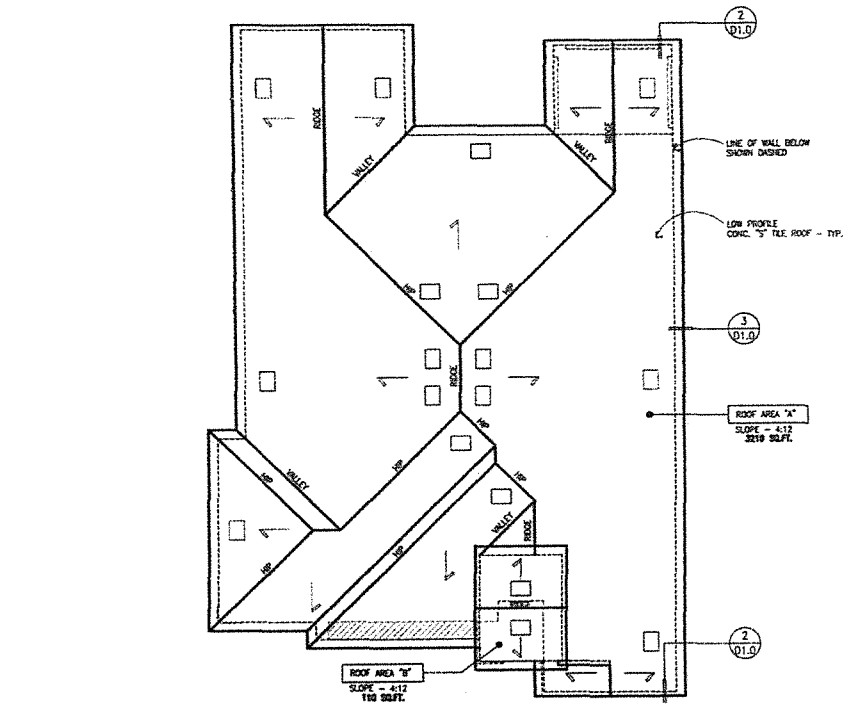
EXTERIOR ELEVATIONS & ROOF PLAN - 2378A EARLY CALIFORNIA / SANTA BARBARA

PLAN 2378
CLOVIS, CA.

WILSON HOMES
FRESNO, CALIFORNIA

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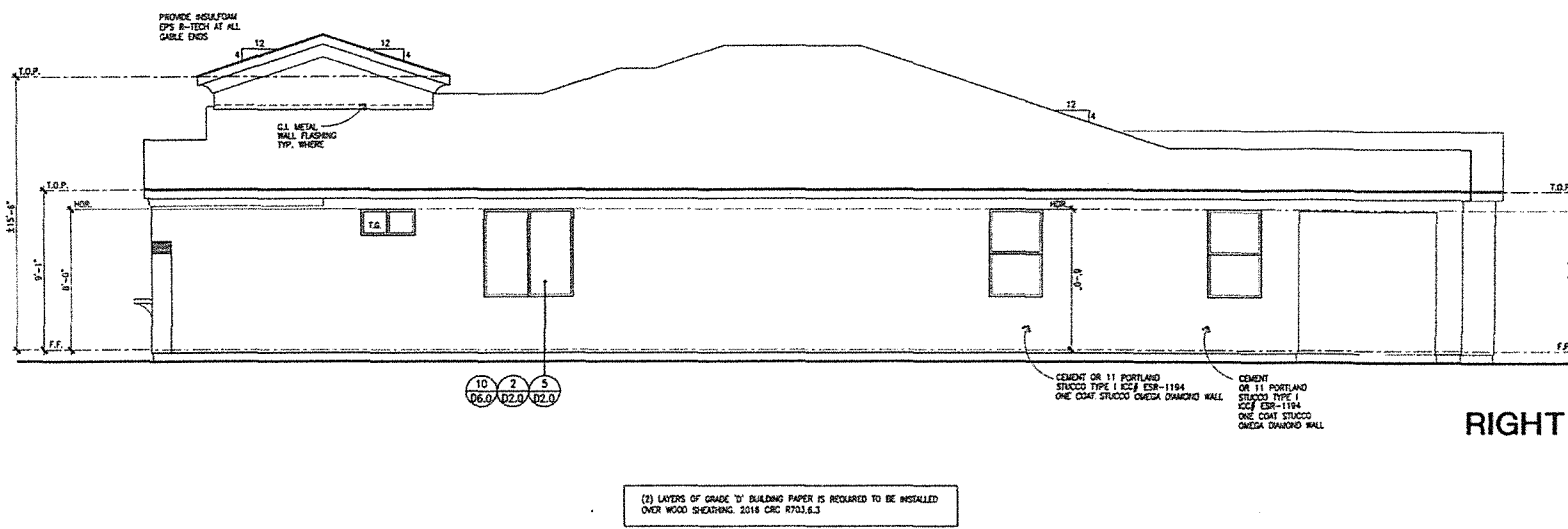
NO.	DATE	DESCRIPTION
1	02-27-17	ISSUED FOR CONSTRUCTION
2	02-27-17	1ST BLDG. DEPT. SUBMITTAL
3	02-27-17	DESIGNER
4	02-27-17	REVIEWED BY
5	02-27-17	DATE
6	02-27-17	SHEET



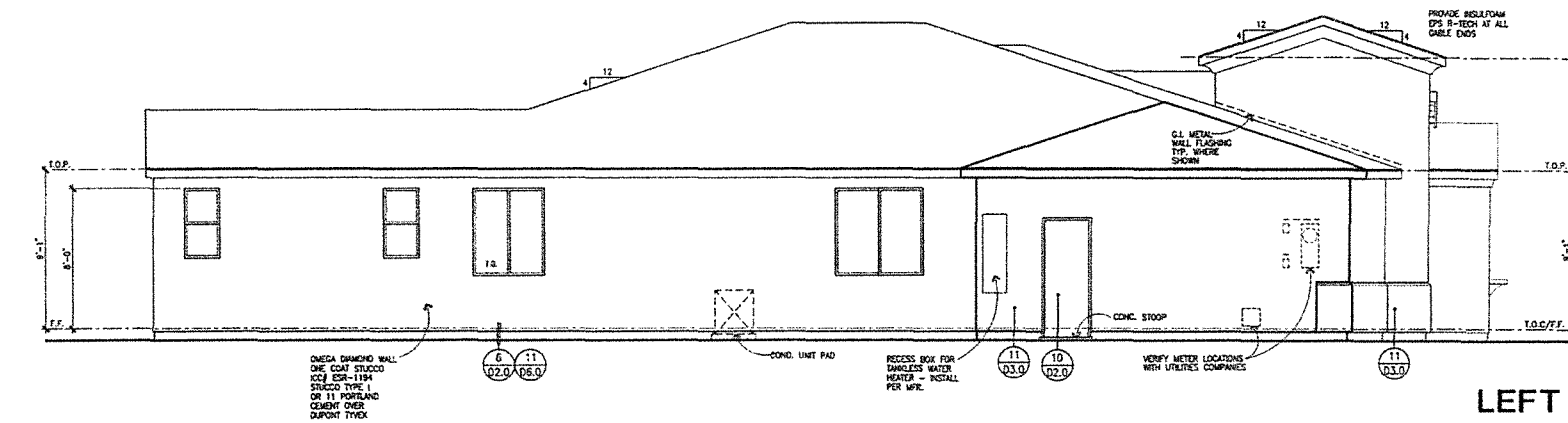
ROOF PLAN SCALE: 1/8" = 1'-0" SCALE: 1/8" = 1'-0"

ROOF PLAN LEGEND
ROOF MATERIAL: LOW PROFILE CONCRETE S-TILE
ROOF PLAN NOTES
NOTE: MANDATORY REQUIREMENTS FOR SOLAR READY BUILDINGS PER CEC SECTION 116.10.

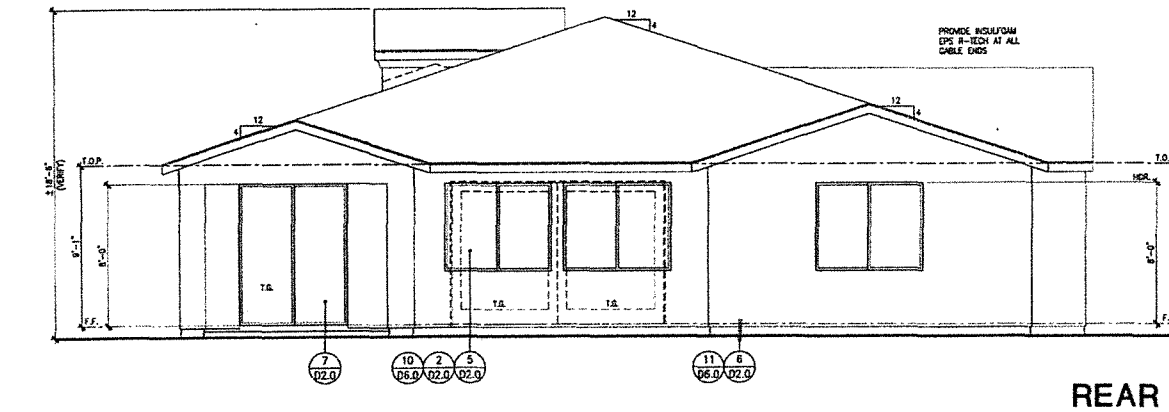
ATTIC VENTILATION CRITERIA
ROOF ATTIC AREA: A 3219 SQ. FT.
CALCULATION FACTOR: 1/300
MIN. VENTILATION REQUIRED: TOTAL 1545 SQ. FT.
MIN. VENTILATION REQUIRED: HIGH 773 SQ. FT.
MIN. VENTILATION REQUIRED: LOW 773 SQ. FT.
MIN. VENTILATION METHOD: CLOAKED VENT - CONIC S-TILE
ROOF ATTIC AREA: B 110 SQ. FT.
CALCULATION FACTOR: 1/300
MIN. VENTILATION REQUIRED: TOTAL 53 SQ. FT.
MIN. VENTILATION REQUIRED: HIGH 26 SQ. FT.
MIN. VENTILATION REQUIRED: LOW 26 SQ. FT.
MIN. VENTILATION METHOD: CLOAKED VENT - CONIC S-TILE



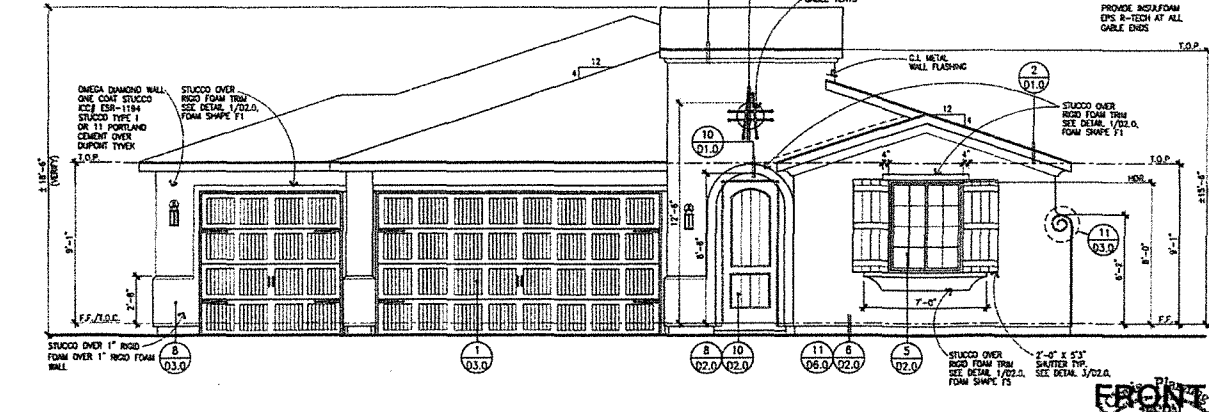
RIGHT



LEFT



REAR



FRONT

EXTERIOR ELEVATIONS 2378A

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

2013219 - 02-27-17 - 2016 CODE UPDATE - N.F.C.

EXTERIOR ELEVATIONS & ROOF PLAN - 2378B TUSCANY

WILSON HOMES
FRESNO, CALIFORNIA

2013219 - 02-27-17 - 2016 CODE UPDATE - N.F.C.

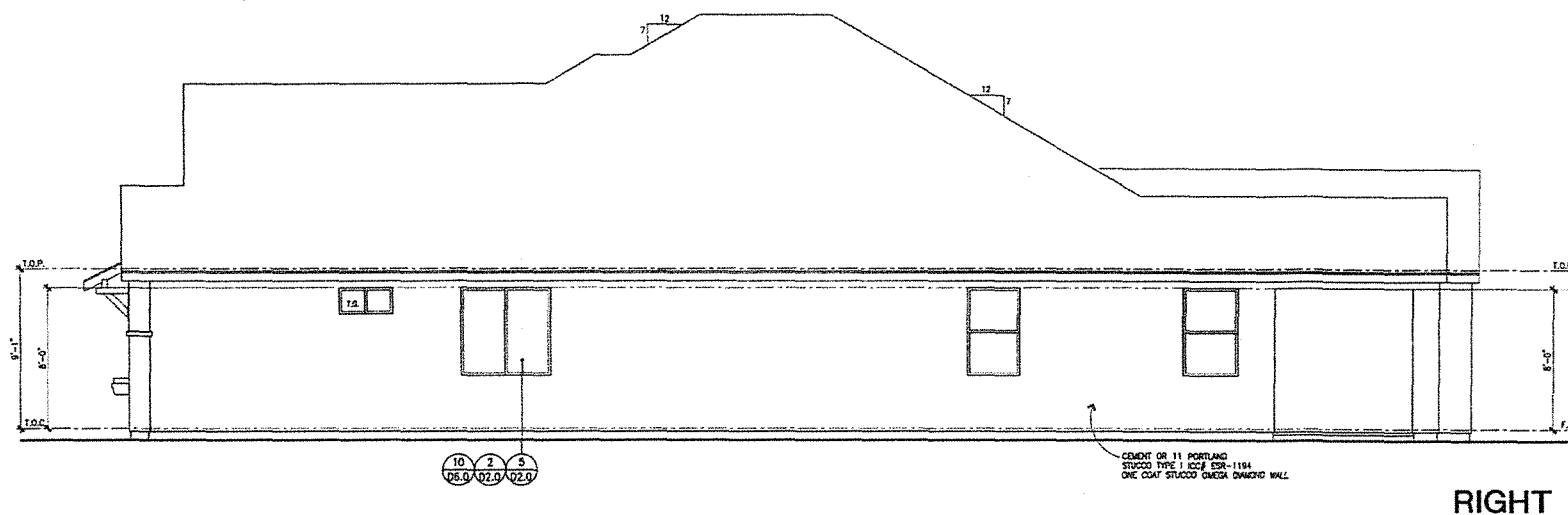


SCALE: 1/4" = 1'-0"



WILSON HOMES
FRESNO, CALIFORNIA

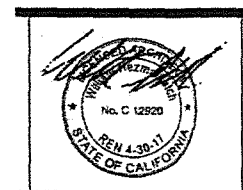
013219 - 02-27-17 - 2016 CODE UPDATE - N.F.C.

[illegible]

FRONT

City of Clovis - Planning and Development
16SPN
MAR 10 2017

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

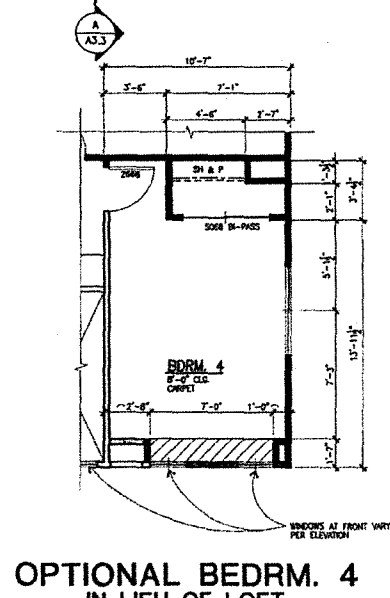
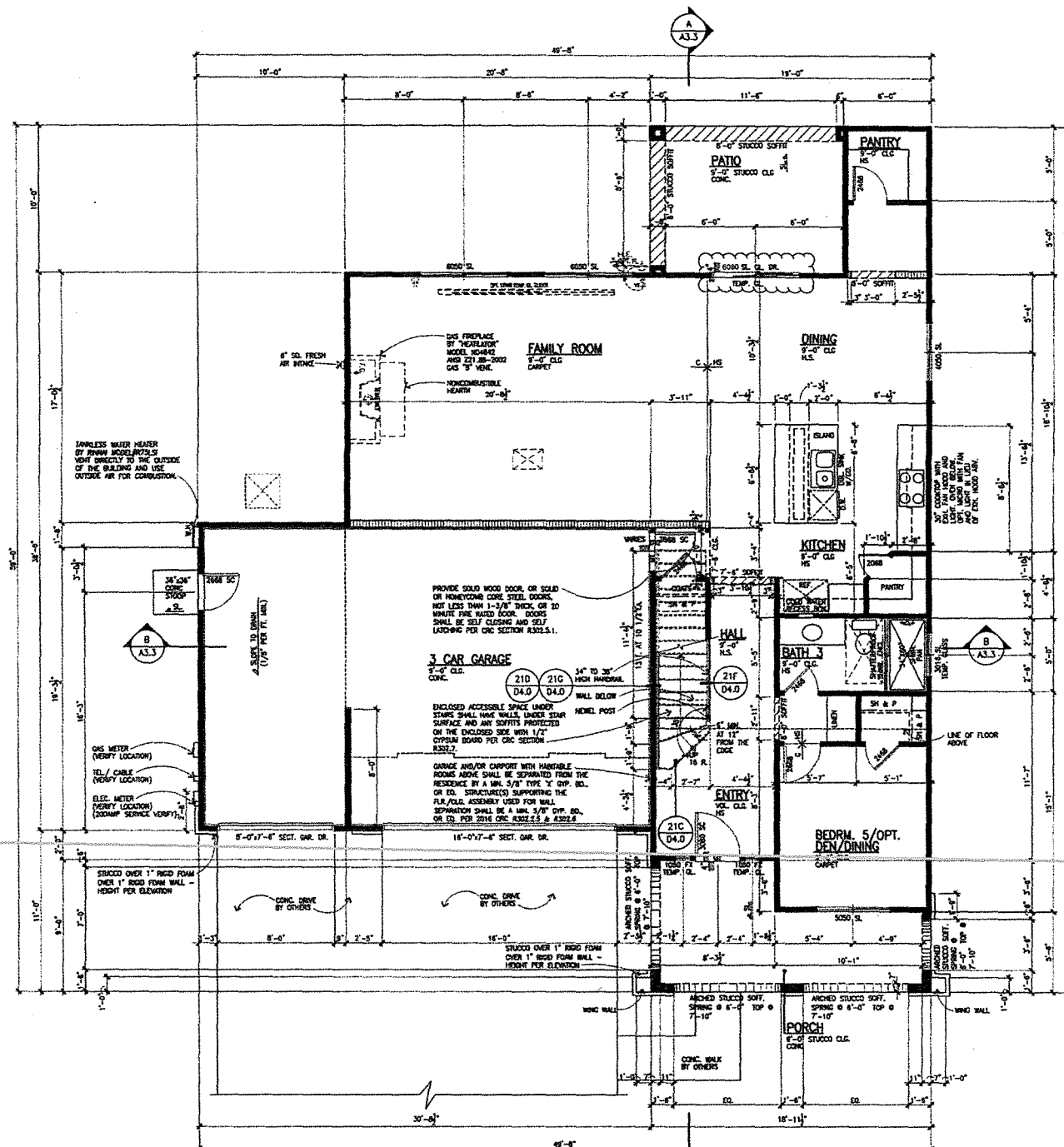
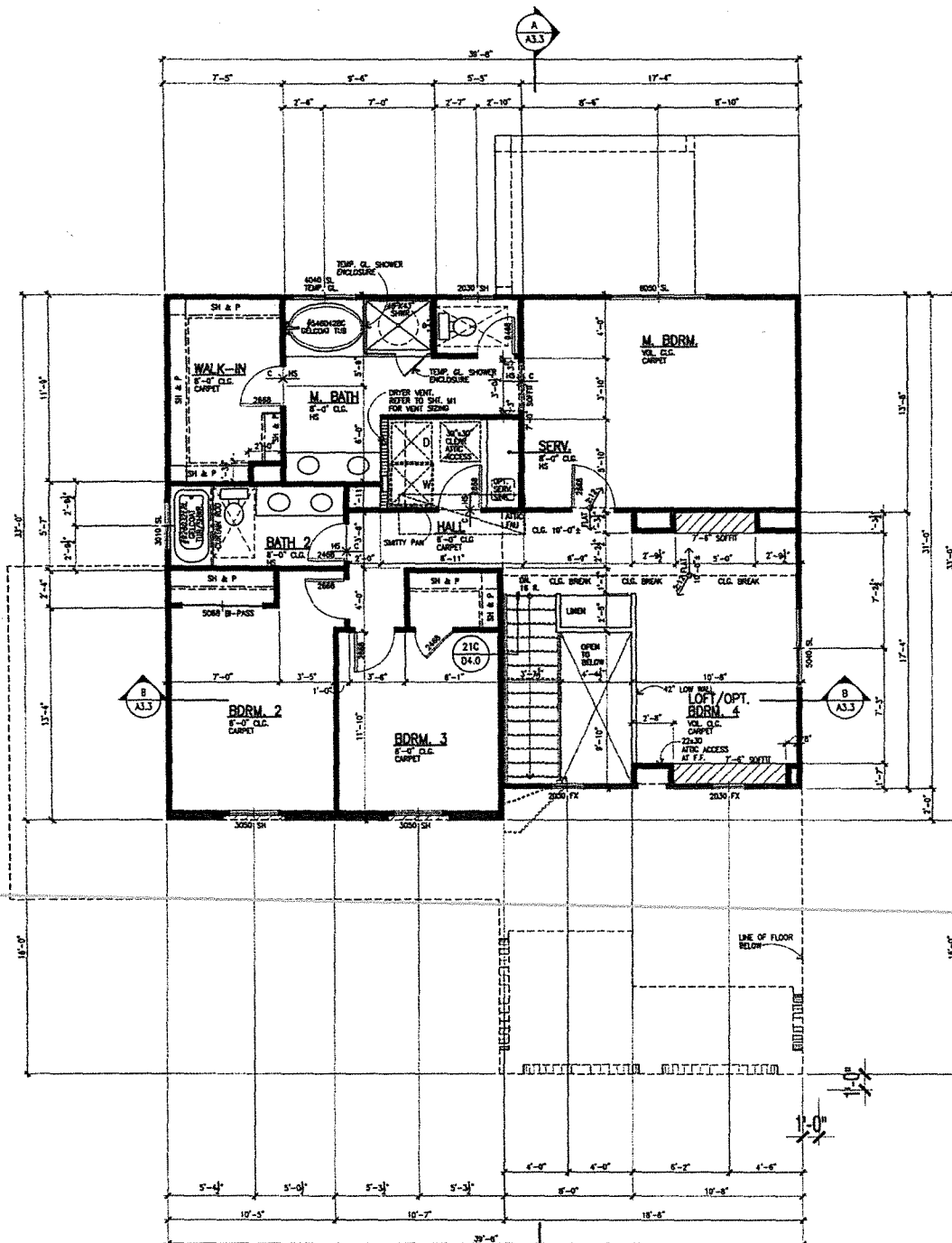


TRACT # 5998
S.F.D.

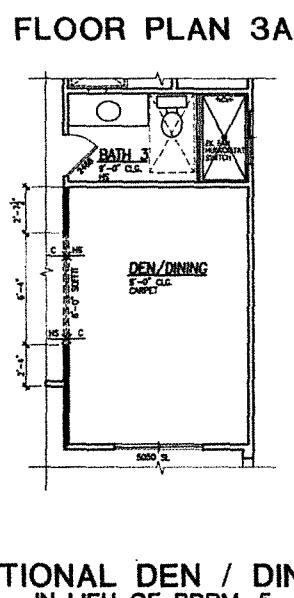
PLAN 2399
CLOVIS, CA.

WILSON HOMES
FRESNO, CALIFORNIA

PLAN 2399A - EARLY CALIFORNIA/SANTA BARBARA FLOOR PLAN AND OPTION



OPTIONAL BEDRM. 4
IN LIEU OF LOFT

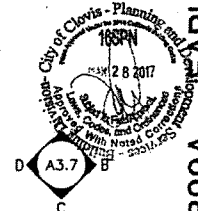


OPTIONAL DEN / DINING
IN LIEU OF BEDRM. 5

EARLY CALIFORNIA / SANTA BARBARA

FLOOR AREA TABLE	PLAN 2399A
LOWER FLOOR PLAN	2215 SQ. FT.
UPPER FLOOR PLAN	1184 SQ. FT.
TOTAL	3399 SQ. FT.
GARAGE	638 SQ. FT.
PORCH	133 SQ. FT.
REAR COVERED PATIO	130 SQ. FT.

- FLOOR PLAN NOTES**
1. ATTIC ACCESS PER CHART. CHARTERS PER CHART. 12 AND VENTILATION PER CHART.
 2. EMERGENCY ESCAPE AND RESCUE OPENINGS PER CHART. 10.1.1.
 3. GLAZING PER CHART. 1.1.1. & 1.1.2.
 4. HISTORY AND CONSTRUCTION AND CHARTERS PER CHART. 10.1.1.1.
 5. CONSTRUCTION PER CHART. 10.1.1.1.1.
 6. CONSTRUCTION PER CHART. 10.1.1.1.1.1.
 7. CONSTRUCTION PER CHART. 10.1.1.1.1.1.1.
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 17. CONSTRUCTION PER CHART. 10.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.
 18. CONSTRUCTION PER CHART. 10.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.
 19. CONSTRUCTION PER CHART. 10.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.
 20. CONSTRUCTION PER CHART. 10.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.



INTERIOR ELEVATION KEY

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

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OF WILLIAM HEZMALHALCH ARCHITECTS, INC. IN THE
EVENT OF VIOLATION OF THESE PLANS BY A THIRD PARTY,
WILLIAM HEZMALHALCH ARCHITECTS, INC. SHALL BE
HOLDING THE THIRD PARTY RESPONSIBLE FOR THE VIOLATION.

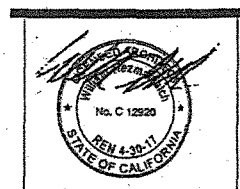
REVISIONS

NO.	DATE	DESCRIPTION
1	12-23-16	2016 CODE UPDATE

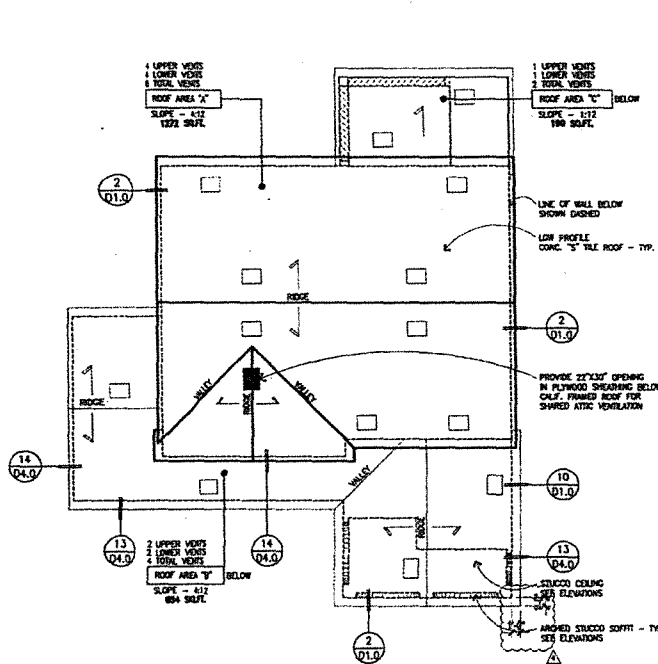
PROJECT MANAGER: YANU
DESIGNER: YANU
DRAWN BY: YANU
REVIEWED BY: YANU
1ST BLDG. DEPT. SUBMITTAL: 07-31-15
ISSUED FOR CONSTRUCTION: 07-31-15
JOB NUMBER: 2015253
CADD FILE NAME: 1021111

DATE: 03-03-17
SHEET: A3.1

2015253 - 03-03-17 - 2016 CODE UPDATE



2015253 - 03-03-17 - 2016 CODE UPDATE



ROOF PLAN SCALE: 1/8" = 1'-0"

ELEVATION REFERENCE		ELEVATION STYLE		ELEVATION DATE	
REF.	DATE	REF.	DATE	REF.	DATE
1	01.0	2	01.0	3	01.0

ROOF PLAN NOTES

- SEE GENERAL NOTES FOR ROOF NOTES.
- SPARK ARRESTORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- ATTC ACCESS PER CIRC SECTION 1001.
- PROVIDE ATTC & VENT VENTILATION PER CIRC SECTION 1001. THE MINIMUM NET FREE VENTILATION AREA SHALL BE 1/10th OF THE AREA OF THE VENTED SPACE. EXCEPT FOR THE MINIMUM NET FREE VENTILATION AREA, THE VENTED SPACE PROVIDED ONE OR MORE OF THE FOLLOWING CONDITIONS ARE MET:
 - IN CLIMATE ZONES 14 AND 16, A CLASS 1 (31" VENT) OR CLASS 2 (24" VENT) SHALL BE INSTALLED ON THE WINDWARD SIDE OF THE ROOF.
 - NOT LESS THAN 40 PERCENT AND NOT MORE THAN 50 PERCENT OF THE REQUIRED VENTILATION AREA IS PROVIDED BY VENTILATIONS LOCATED IN THE UPPER PORTION OF THE ATTC OR RAFTER SPACE. UPPER VENTILATIONS SHALL BE LOCATED MORE THAN 1 FEET (31" VENT) AND ON THE ROOF OR HIGHEST POINT OF THE SPACE. NEARBY VENTILATIONS, WITH THE BALANCE OF THE REQUIRED VENTILATION PROVIDED BY SAKE OR CORNER VENTS, WHERE THE LOCATION OF WALL OR ROOF FINISHES COMPLETES WITH THE INSTALLATION OF UPPER VENTILATIONS.
 - INSTALLATION MORE THAN 2 FEET (31" VENT) BELOW THE ROOF OR HIGHEST POINT OF THE SPACE SHALL BE PERMITTED.

ROOF ATTC AREA		CALCULATION FACTOR	
REF.	DATE	REF.	DATE
1	01.0	2	01.0

MIN. VENTILATION REQUIRED		TOTAL PROVIDED	
REF.	DATE	REF.	DATE
1	01.0	2	01.0

HIGH VENTILATION METHOD		CALCULATION FACTOR	
REF.	DATE	REF.	DATE
1	01.0	2	01.0

MIN. VENTILATION REQUIRED		TOTAL PROVIDED	
REF.	DATE	REF.	DATE
1	01.0	2	01.0

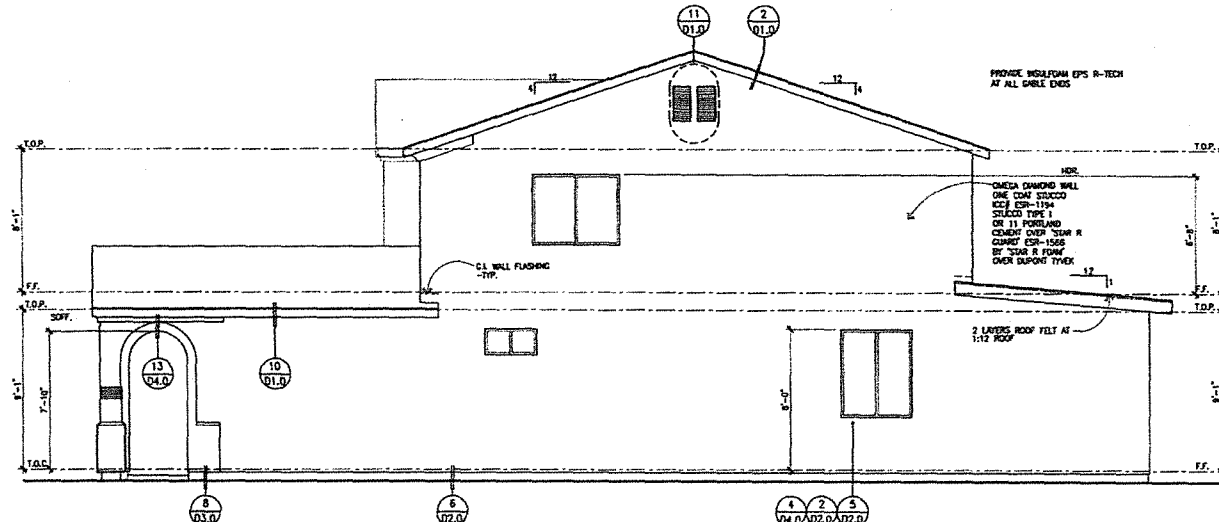
LOW VENTILATION METHOD		CALCULATION FACTOR	
REF.	DATE	REF.	DATE
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MIN. VENTILATION REQUIRED		TOTAL PROVIDED	
REF.	DATE	REF.	DATE
1	01.0	2	01.0

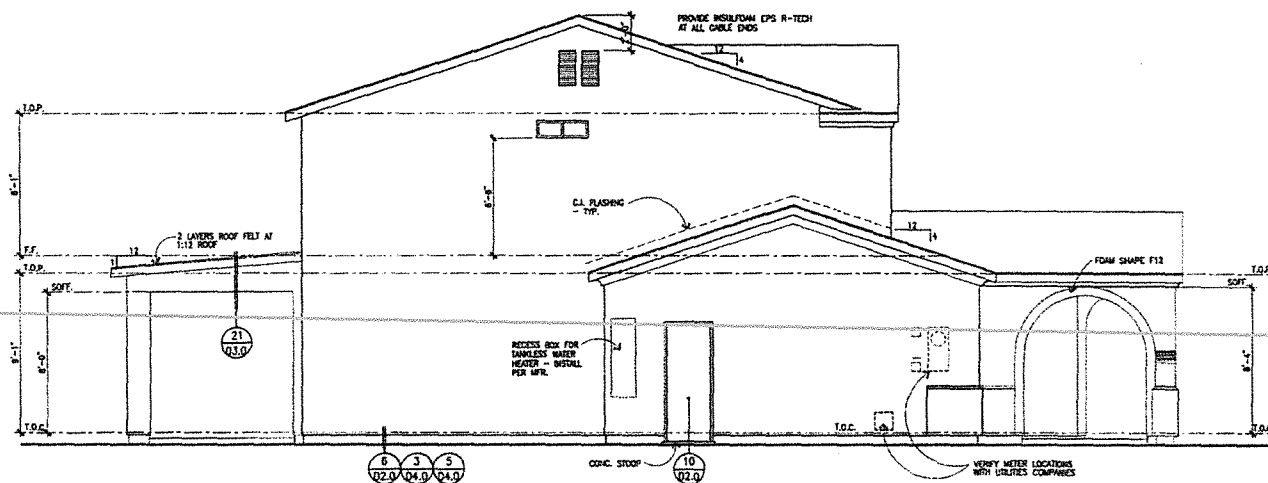
ROOF PLAN LEGEND

- INDICATES 12 SLOPE CORRECTION
- INDICATES GROUNDLINE OF REQUIRED
- INDICATES ROOF OUTLINE OF REQUIRED
- INDICATES LINE OF OVERHANG
- INDICATES LINE OF STRUCTURE
- INDICATES CHIMNEY CLIMATO
- INDICATES ROOF VENT WITH WINDSCREEN (31" VENT IN NET FREE VENT AREA TYPE)
- MIN. 20" VENT CLEAR OPENING FOR ACCESS AND AIRFLOW CONTINUOUS TO VENT APPLY TO ALL ATTC AREAS

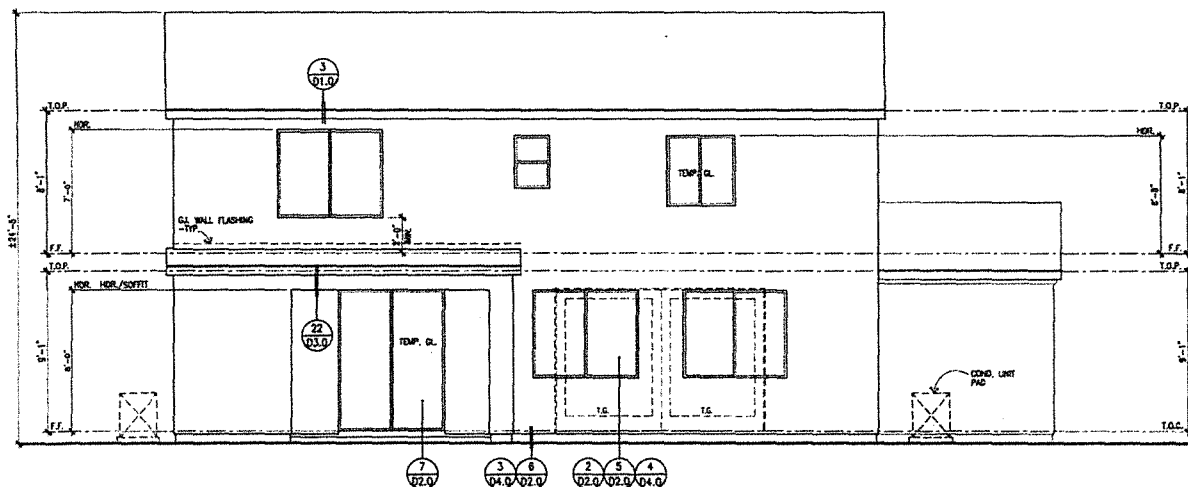
ANY OPERABLE WINDOW WITH A GILL THAT IS LOCATED LESS THAN 24" ABOVE FINISHED FLOOR OR FINISHED CEILING SHALL BE PROTECTED BY A GILL OR GILL GLASS. THE GILL MAY NOT HAVE OPENING THAT A SPHERE 4" IN DIAMETER CAN PASS THROUGH. 2016 CIRC 1405.13.2



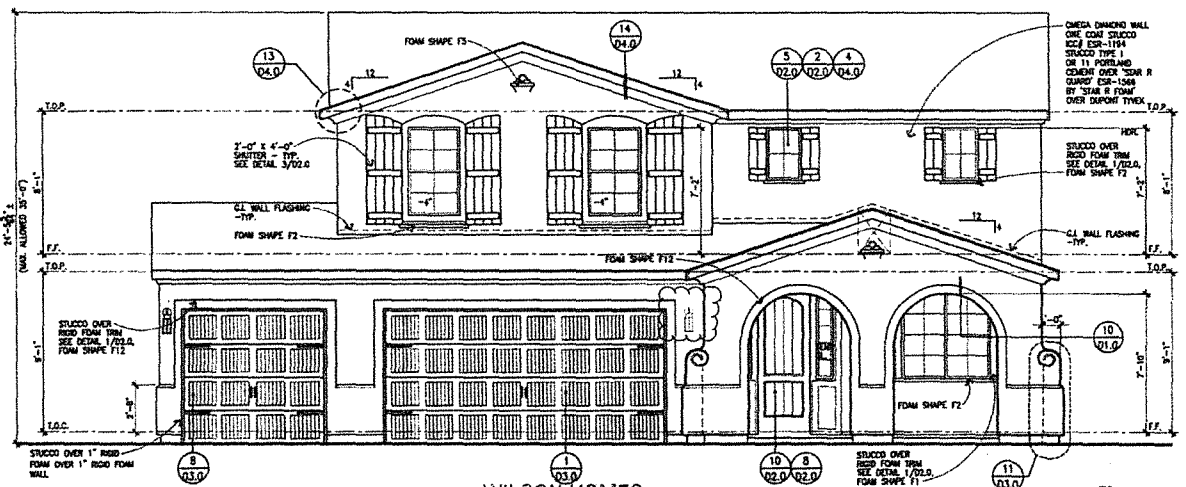
RIGHT



LEFT



REAR

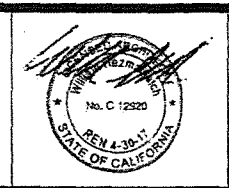


WILSON HOMES

EXTERIOR ELEVATIONS

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

WILSON HOMES ARCHITECTS, INC.
2801 REDWOOD AVENUE SUITE 200 SANTA ANA, CA 92705
949 250 0801 www.wilsonhomes.com 949 250 1500



TRACT # 5998
S.F.D.

PLAN 2399A EARLY CALIFORNIA / SANTA BARBARA - EXTERIOR ELEVATIONS & ROOF PLAN

PLAN 2399
CLOVIS, CA.

WILSON HOMES
FRESNO, CALIFORNIA

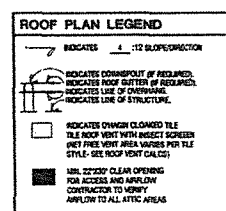
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NO.	DATE	DESCRIPTION
1	12-22-16	2016 CODE UPDATE

PROJECT MANAGER	DESIGNER	DRAWN BY	REVIEWED BY	1ST BLDG. DEPT. SUBMITTAL	ISSUED FOR CONSTRUCTION	JOB NUMBER	CAD FILE NAME
WJH	WJH	WJH	WJH	07-31-15	201503	1321047	

DATE	SHEET
03-03-17	A3.4

2015253 - 03-03-17 - 2016 CODE UPDATE



SCALE: 1/8" = 1'-0"

OPTIONAL VILLA TILES - LOW PROFILE 'S' TILE

ROOF PLAN NOTES

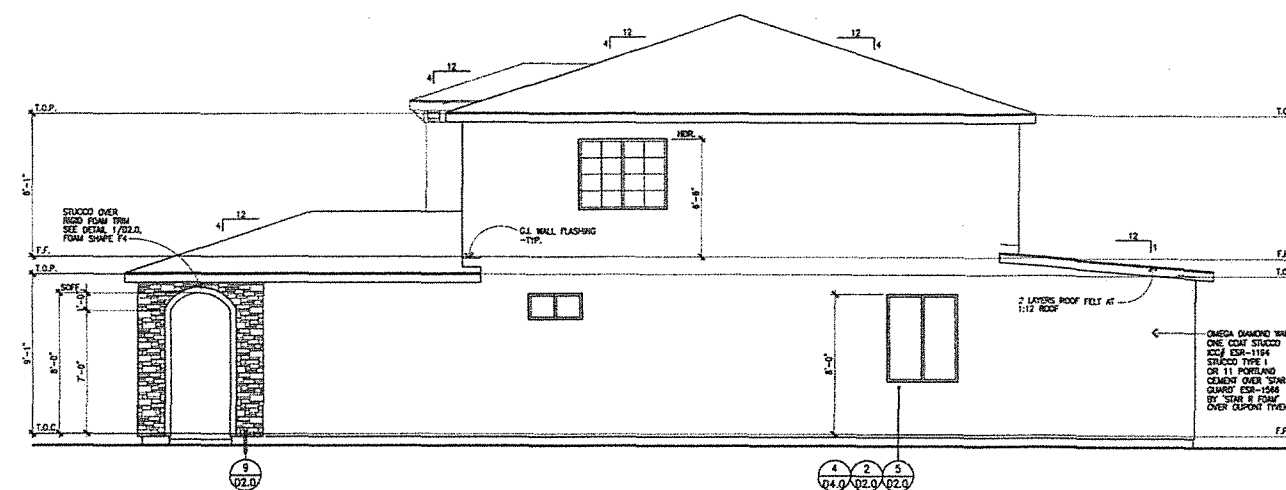
[illegible]

ROOF ATIC AREA		A 1251		CU. FT. 18744		CALCULATION FACTOR: 1/300					
MIN. VENTILATION REQUIRED:		TOTAL 800		CU. IN.		TOTAL PROVIDED: 791		CU. IN.			
MIN. VENTILATION REQUIRED:		HIGH 300		CU. IN.		TOTAL HIGH PROVS: 295		CU. IN.			
MIN. VENTILATION REQUIRED:		LOW 300		CU. IN.		TOTAL LOW PROVS: 396		CU. IN.			
MIN. VENTILATION METHOD		SIZE		PER AREA		QUANTITY		PER VENT AREA			
CLOAKED VENT - CONG FLAT TLE		00		CU. IN. X		-		396		CU. IN.	
						TOTAL		PROVIDED: 396		CU. IN.	
LOW VENTILATION METHOD		SIZE		PER AREA		QUANTITY		PER VENT AREA			
CLOAKED VENT - CONG FLAT TLE		00		CU. IN. X		-		396		CU. IN.	
						TOTAL		PROVIDED: 396		CU. IN.	

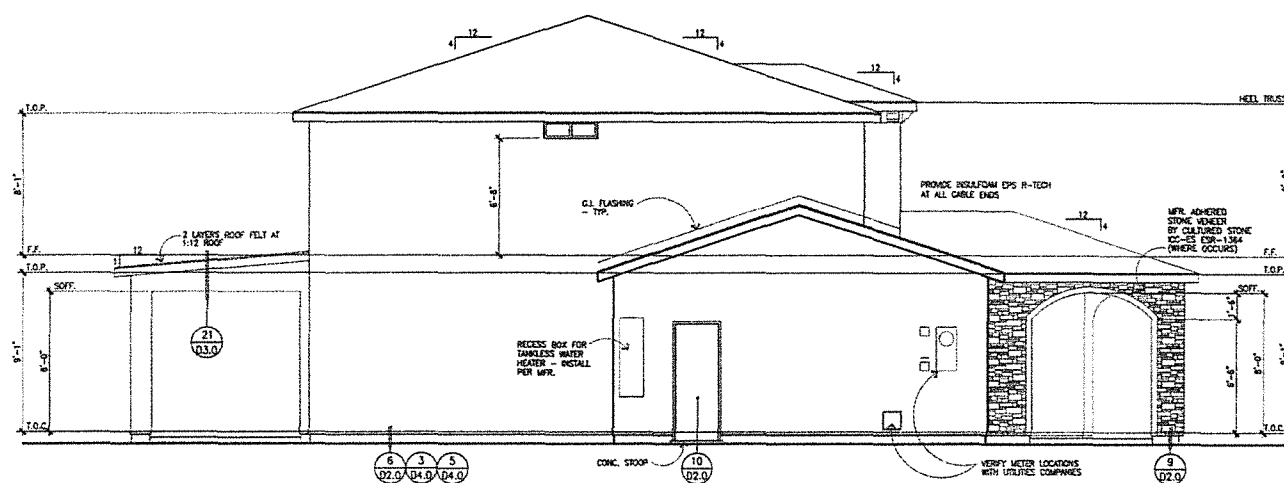
ROOF ATIC AREA		B 675 SQ. FT. #7200 1		CALCULATION FACTOR: 1/300	
MIN. VENTILATION REQUIREMENT		TOTAL 324 SQ. IN.		TOTAL PROVIDED: 395 SQ. IN.	
MIN. VENTILATION REQUIRED		HIGH 162 SQ. IN.		TOTAL HIGH PROVIDED 198 SQ. IN.	
MIN. VENTILATION REQUIRED		LOW 162 SQ. IN.		TOTAL LOW PROVIDED 198 SQ. IN.	
HIGH VENTILATION METHOD		SIZE FREE AREA		QUANTITY	
CL-DAKED VENT - CONCFLAT TILE		50 SQ. IN. X 1		158 SQ. IN.	
				TOTAL PROVIDED: 158 SQ. IN.	
LOW VENTILATION METHOD		SIZE FREE AREA		QUANTITY	
CL-DAKED VENT - CONCFLAT TILE		50 SQ. IN. X 1		158 SQ. IN.	
				TOTAL PROVIDED: 158 SQ. IN.	

ROOF ATIC AREA		C	190	SQ. FT.	CALCULATION FACTOR:		1/300	
MIN. VENTILATION REQUIRED:		TOTAL	91	SQ. IN.	TOTAL PROVIDED:		198	SQ. IN.
MIN. VENTILATION REQUIRED:		HIGH	46	SQ. IN.	TOTAL HIGH PROVIDED		99	SQ. IN.
MIN. VENTILATION REQUIRED:		LOW	45	SQ. IN.	TOTAL LOW PROVIDED		99	SQ. IN.
HIGH VENTILATION METHODS		SIZE	FREE AREA	QUANTITY	FREE VENT AREA			
CLOAKED VENT - CONCL. PL. F.L.		50	SQ. IN.	1	TOTAL PROVIDED:		50	SQ. IN.
LOW VENTILATION METHODS		SIZE	FREE AREA	QUANTITY	FREE VENT AREA			
CLOAKED VENT - CONCL. PL. F.L.		00	SQ. IN.	1	TOTAL PROVIDED:		00	SQ. IN.

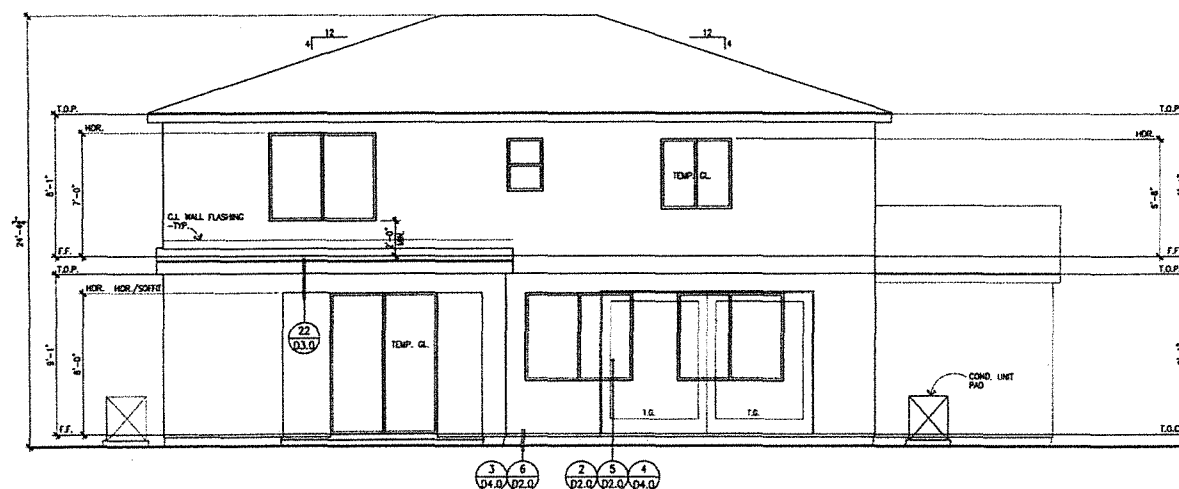
ANY OPERABLE WINDOW WITH A SILL THAT IS LOCATED LESS THAN 24" ABOVE FINISHED FLOOR AND MORE THAN 17" ABOVE FINISHED GRADE ON OTHER SURFACE BELOW AT THE EXTERIOR, MUST BE PROTECTED BY A GUARD OR HAVE A KEED GLASS. THE GUARD MAY NOT HAVE OPENINGS THAT A SPHERE 4" IN DIAMETER CAN PASS THROUGH. 2014 CBC 1405.13.2



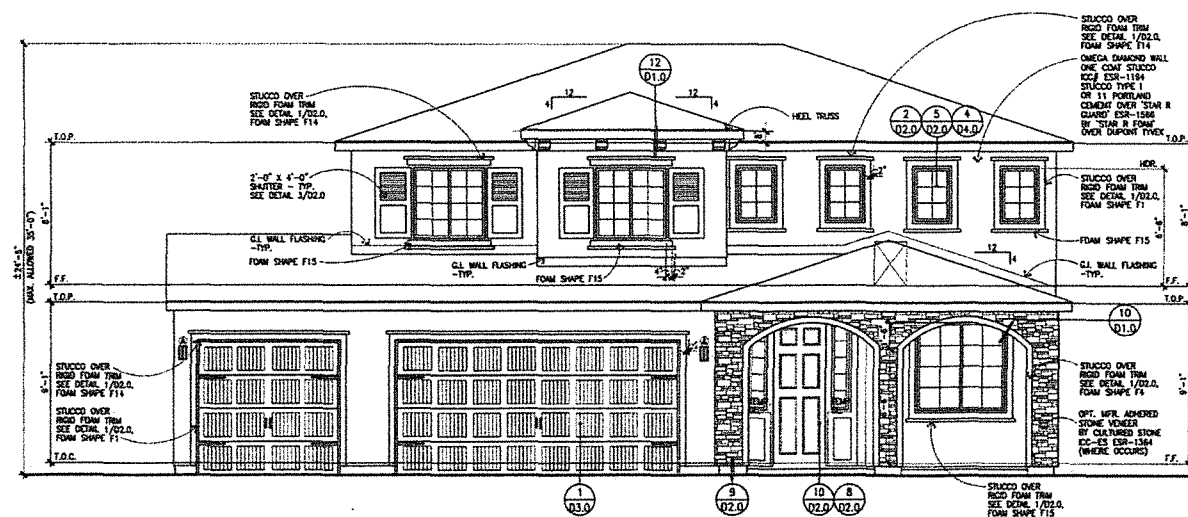
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LEFT

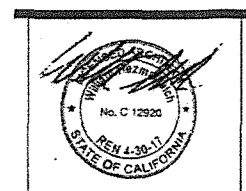


REAR



FRONT

SCALE: $1/4" = 1'-0"$



TRACT# 5998
S.F.D.

PLAN 2399B ITALIAN - EXTERIOR ELEVATIONS & ROOF PLAN

PLAN 2399
CLOVIS, CA.

WILSON HOMES
FRESNO, CALIFORNIA

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[illegible]

DATE:	SHEET:
03-03-17	A3.5

2015253 - 03-03-17 - 2016 CODE UPDATE

EXTERIOR ELEVATIONS

PLAN 2007A - EARLY CALIFORNIA / SANTA BARBARA FLOOR PLAN AND OPTIONS

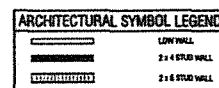
WILSON HOMES
FRESNO, CALIFORNIA

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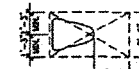
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[illegible]

2013219 - 03-02-17 - 2016 CODE UPDATE



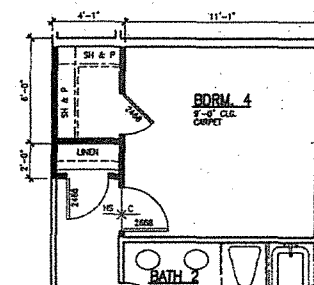
**REQUIRED FLOOR CLEARANCES
AT WATER CLOSETS - TYPICAL**



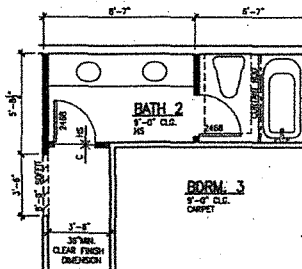
SCALE: 1/4" = 1'-0"

FLOOR PLAN NOTE

- [illegible]



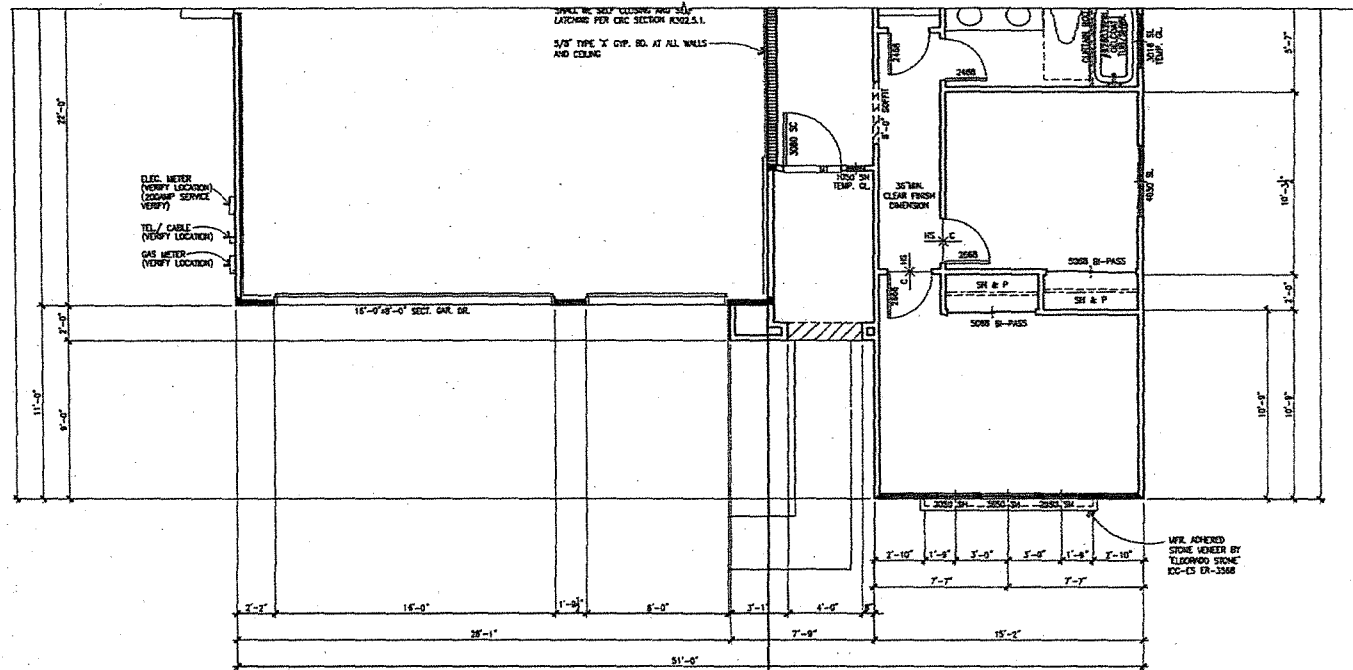
OPT. BDRM. 4



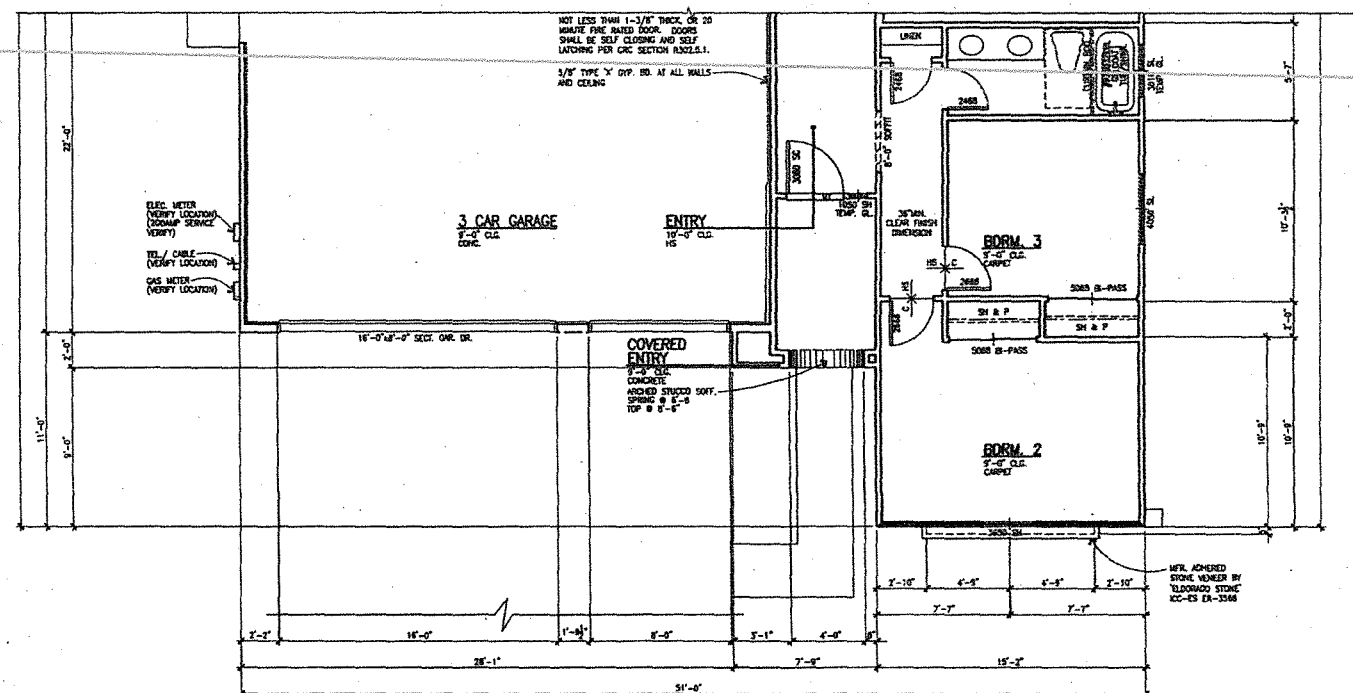
OPT. BATH 2

INTERIOR ELEVATION KEY

FLOOR AREA TABLE	PLAN AREA
FLOOR PLAN	2,404 SQ. FT.
GARAGE	887 SQ. FT.
COVERED ENTRY	56 SQ. FT.
REAR PATIO	288 SQ. FT.



PARTIAL FLOOR PLAN 2404B - TUSCANY



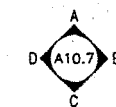
PARTIAL FLOOR PLAN 2404C - CRAFTSMAN

FLOOR PLAN

FLOOR AREA TABLE	PLAN 2404B
FLOOR PLAN	2,404 SQ. FT.
GARAGE	867 SQ. FT.
EXTERIOR ENTRY	56 SQ. FT.
REAR PATIO	268 SQ. FT.

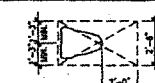
FLOOR PLAN NOTES
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2019 CALIFORNIA BUILDING CODE (CBC) AND ALL APPLICABLE ORDINANCES.
2. ALL MATERIALS SHALL BE OF THE QUALITY AND TYPE SPECIFIED IN THE NOTES AND SHALL BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO INSPECTION BY THE CITY OF CLOVIS.
4. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR PAYING ALL FEES ASSOCIATED WITH THE PERMITTING PROCESS.
5. THE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE OWNER SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO SUCH UTILITIES.
7. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE AND SHALL BE RESPONSIBLE FOR MAINTAINING SUCH COVERAGE THROUGHOUT THE PROJECT.
8. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TITLE INSURANCE AND SHALL BE RESPONSIBLE FOR MAINTAINING SUCH INSURANCE THROUGHOUT THE PROJECT.
9. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND SHALL BE RESPONSIBLE FOR MAINTAINING SUCH EASEMENTS THROUGHOUT THE PROJECT.
10. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND SHALL BE RESPONSIBLE FOR MAINTAINING SUCH RECORDS THROUGHOUT THE PROJECT.
11. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND SHALL BE RESPONSIBLE FOR MAINTAINING SUCH RECORDS THROUGHOUT THE PROJECT.
12. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND SHALL BE RESPONSIBLE FOR MAINTAINING SUCH RECORDS THROUGHOUT THE PROJECT.
13. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND SHALL BE RESPONSIBLE FOR MAINTAINING SUCH RECORDS THROUGHOUT THE PROJECT.
14. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND SHALL BE RESPONSIBLE FOR MAINTAINING SUCH RECORDS THROUGHOUT THE PROJECT.
15. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND SHALL BE RESPONSIBLE FOR MAINTAINING SUCH RECORDS THROUGHOUT THE PROJECT.
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19. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND SHALL BE RESPONSIBLE FOR MAINTAINING SUCH RECORDS THROUGHOUT THE PROJECT.
20. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS AND SHALL BE RESPONSIBLE FOR MAINTAINING SUCH RECORDS THROUGHOUT THE PROJECT.

FLOOR AREA TABLE	PLAN 2404C
FLOOR PLAN	2,404 SQ. FT.
GARAGE	867 SQ. FT.
EXTERIOR ENTRY	56 SQ. FT.
REAR PATIO	268 SQ. FT.



INTERIOR ELEVATION KEY

REQUIRED FLOOR CLEARANCES
AT WATER CLOSETS - TYPICAL



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

WILLIAM HEZMALHALCH
ARCHITECTS INC.
2801 HERRILL AVENUE SUITE 200 SANTA ANA CA 92705-5543
949 220 0007 www.hezmalhalch.com fax 949 220 1529



TRACT # 5998
S.F.D.

ADDENDA FLOOR PLANS B TUSCANY & C CRAFTSMAN

PLAN 2404
CLOVIS, CA.

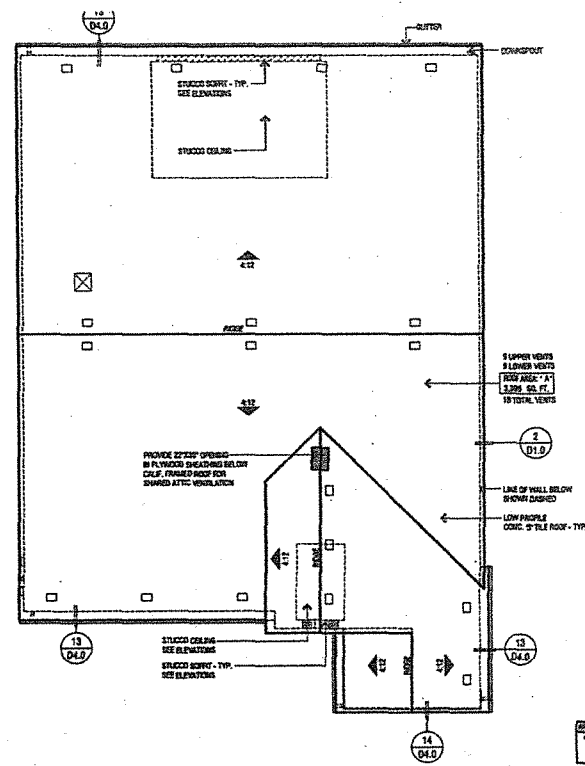
WILSON HOMES
FRESNO, CALIFORNIA

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NO.	DATE	DESCRIPTION
1	03-02-17	ISSUED FOR CONSTRUCTION
2	03-02-17	ISSUED FOR CONSTRUCTION
3	03-02-17	ISSUED FOR CONSTRUCTION
4	03-02-17	ISSUED FOR CONSTRUCTION
5	03-02-17	ISSUED FOR CONSTRUCTION
6	03-02-17	ISSUED FOR CONSTRUCTION
7	03-02-17	ISSUED FOR CONSTRUCTION
8	03-02-17	ISSUED FOR CONSTRUCTION
9	03-02-17	ISSUED FOR CONSTRUCTION
10	03-02-17	ISSUED FOR CONSTRUCTION

DATE: 03-02-17
SHEET: A10.1.1

2013219 - 03-02-17 - 2016 CODE UPDATE



ROOF PLAN

SCALE: 1/8" = 1'-0"

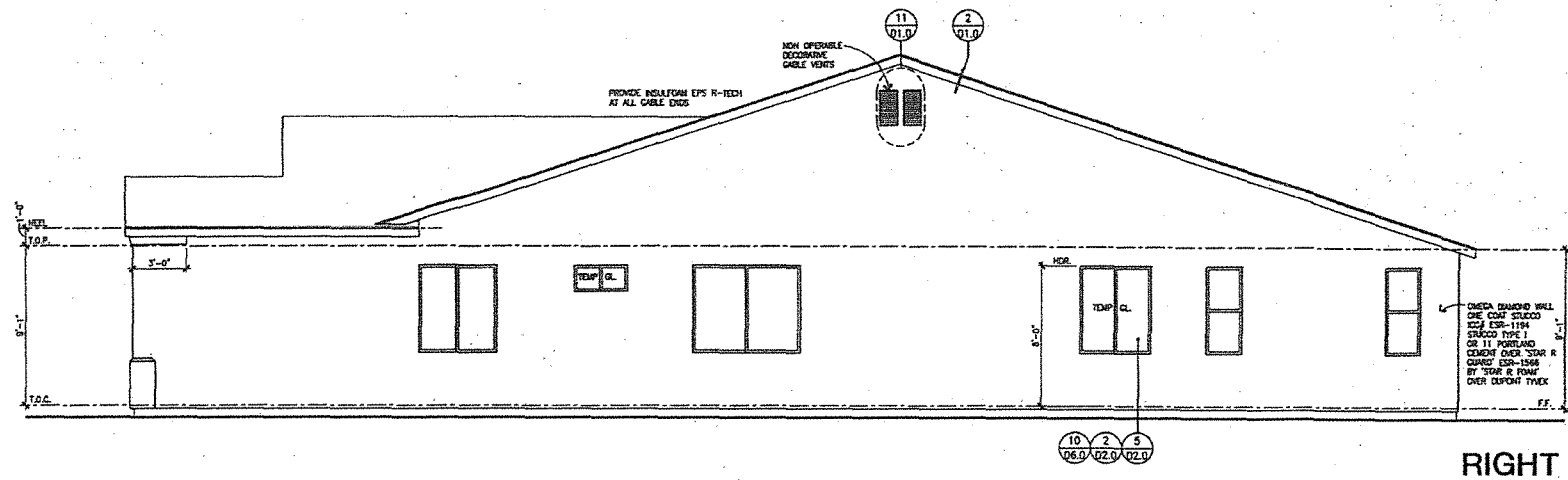
ROOF MATERIAL	STANDARD ROOF DETAIL U.S.G.	SECTION U.S.G.	BASE U.S.G.	OVERLAP DET. - U.S.G.	OVERLAP DET. - U.S.G.
LOW PROFILE CONCRETE S-TILE	1/16"	2X6	2X6	1'-0"	6"

ROOF PLAN NOTES

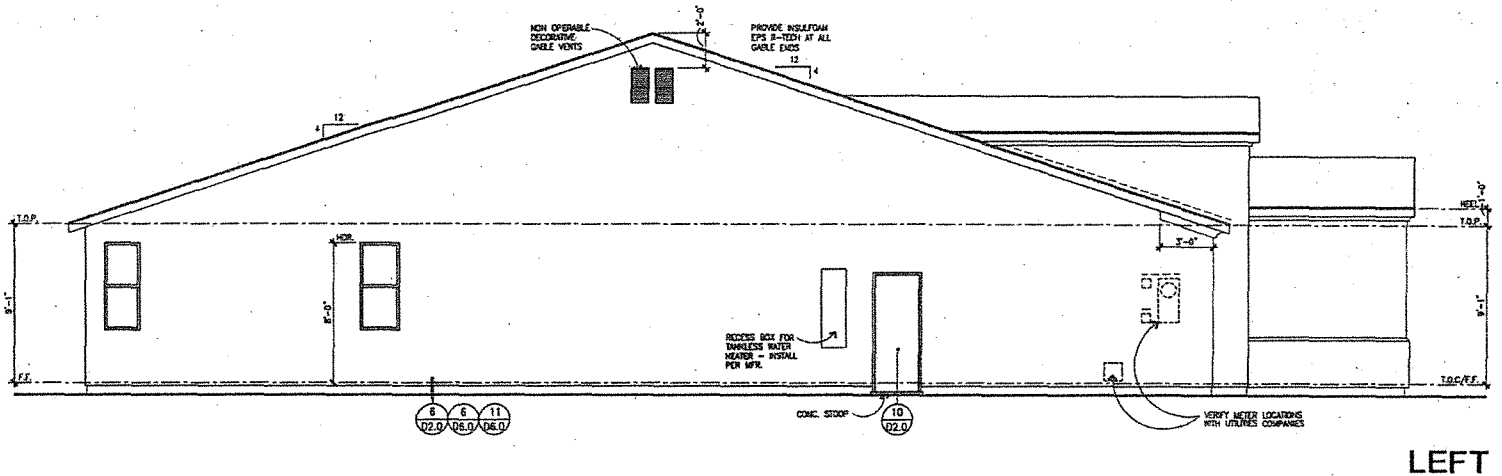
NOTE: MANDATORY REQUIREMENTS FOR SOLAR READY BUILDINGS PER CBC SECTION 110.10.

- SEE GENERAL NOTES FOR ROOF NOTES.
- SPARK ARRESTORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- ATTIC ACCESS PER CBC SECTION 110.10.
- PROVIDE ATTIC & SOFFIT VENTILATION PER CBC SECTION 110.10. THE MINIMUM NET FREE VENTILATING AREA SHALL BE 1/300 OF THE AREA OF THE VENTED SPACE. EXCEPT: THE MINIMUM NET FREE VENTILATING AREA SHALL BE 1/300 OF THE VENTED SPACE PROVIDED ONE OR MORE OF THE FOLLOWING CONDITIONS ARE MET:
 - IN CLIMATE ZONES 14 AND 15, A CLASS 1 OR 2 VENTILATOR IS INSTALLED ON THE WINDWARD SIDE OF THE CEILING.
 - NOT LESS THAN 40 PERCENT AND NOT MORE THAN 50 PERCENT OF THE REQUIRED VENTILATING AREA IS PROVIDED BY VENTILATORS LOCATED IN THE UPPER PORTION OF THE ATTIC OR RAFTER SPACE. UPPER VENTILATORS SHALL BE LOCATED NO MORE THAN 3 FEET (914 MM) BELOW THE ROOF OR HIGHEST POINT OF THE SPACE, MEASURED VERTICALLY, WITH THE BALANCE OF THE REQUIRED VENTILATION PROVIDED BY GABLE OR CORNER VENTS. WHERE THE LOCATION OF WALL OR ROOF FRAMING MEMBERS CONFLICTS WITH THE INSTALLATION OF UPPER VENTILATORS, INSTALLATION MORE THAN 3 FEET (914 MM) BELOW THE ROOF OR HIGHEST POINT OF THE SPACE SHALL BE PERMITTED.

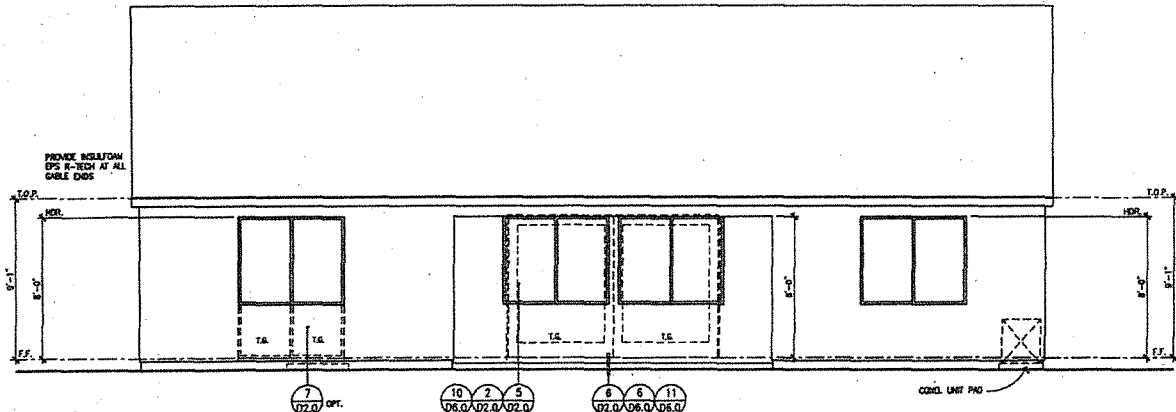
ROOF ATTIC AREA		A	3995	sq. ft.	CALCULATION FACTOR:	1/300		
			4836.50	sq. ft.				
MIN. VENTILATION REQUIRED:		TOTAL	1630	sq. ft.	TOTAL PROVIDED:	1755	sq. ft.	
MIN. VENTILATION REQUIRED:		HIGH	815	sq. ft.	TOTAL HIGH PROVIDED:	878	sq. ft.	
MIN. VENTILATION REQUIRED:		LOW	815	sq. ft.	TOTAL LOW PROVIDED:	878	sq. ft.	
HIGH VENTILATION METHOD								
CLOAKED VENT - CONC. S-TILE		SIZE	FREE AREA	QUANTITY	FREE VENT AREA			
		90	sq. in.	8	878			sq. in.
					TOTAL PROVIDED:	878		sq. in.
LOW VENTILATION METHOD								
CLOAKED VENT - CONC. S-TILE		SIZE	FREE AREA	QUANTITY	FREE VENT AREA			
		90	sq. in.	8	878			sq. in.
					TOTAL PROVIDED:	878		sq. in.



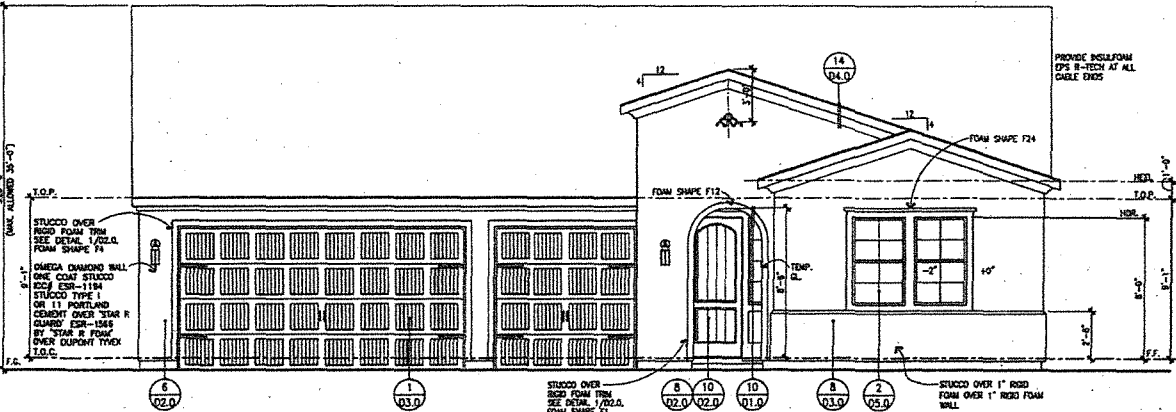
RIGHT



LEFT



REAR



EXTERIOR ELEVATIONS - PLAN 2404A - EARLY CALIFORNIA / SANTA BARBARA

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

WILLIAM HEZMALHALCH ARCHITECTS INC.
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TRACT # 5988
S.F.D.

PLAN 2404A EARLY CALIFORNIA / SANTA BARBARA - EXTERIOR ELEVATIONS AND ROOF PLAN

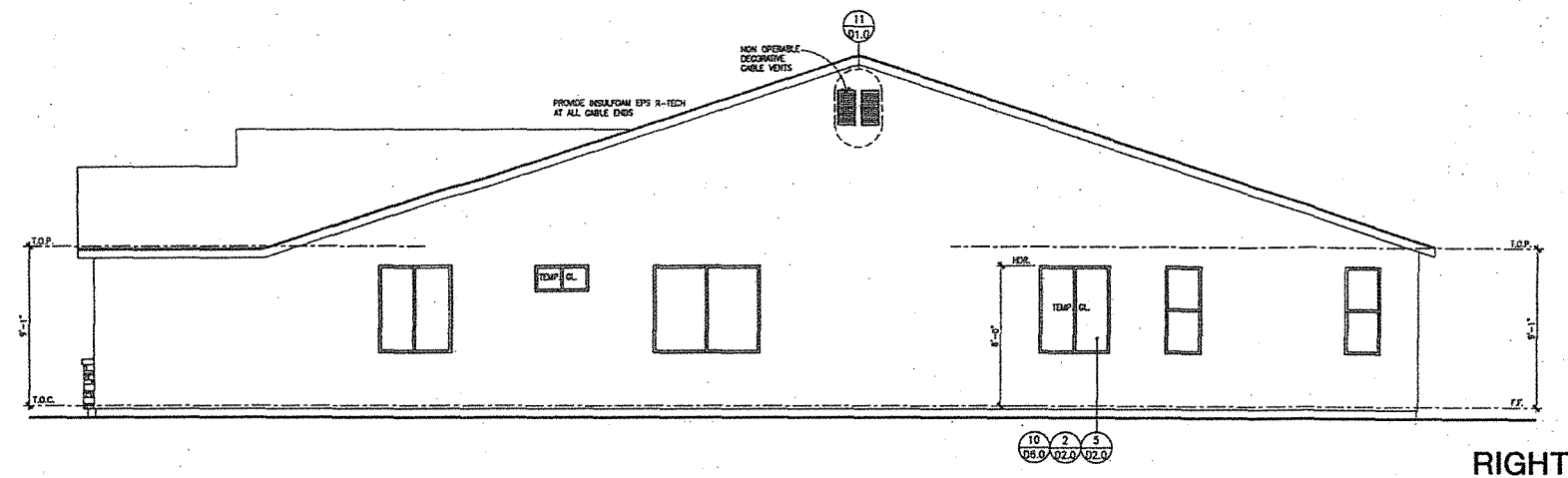
PLAN 2404
CLOVIS, CA.

WILSON HOMES
FRESNO, CALIFORNIA

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NO.	DATE	DESCRIPTION
1	03-02-17	2016 CODE UPDATE

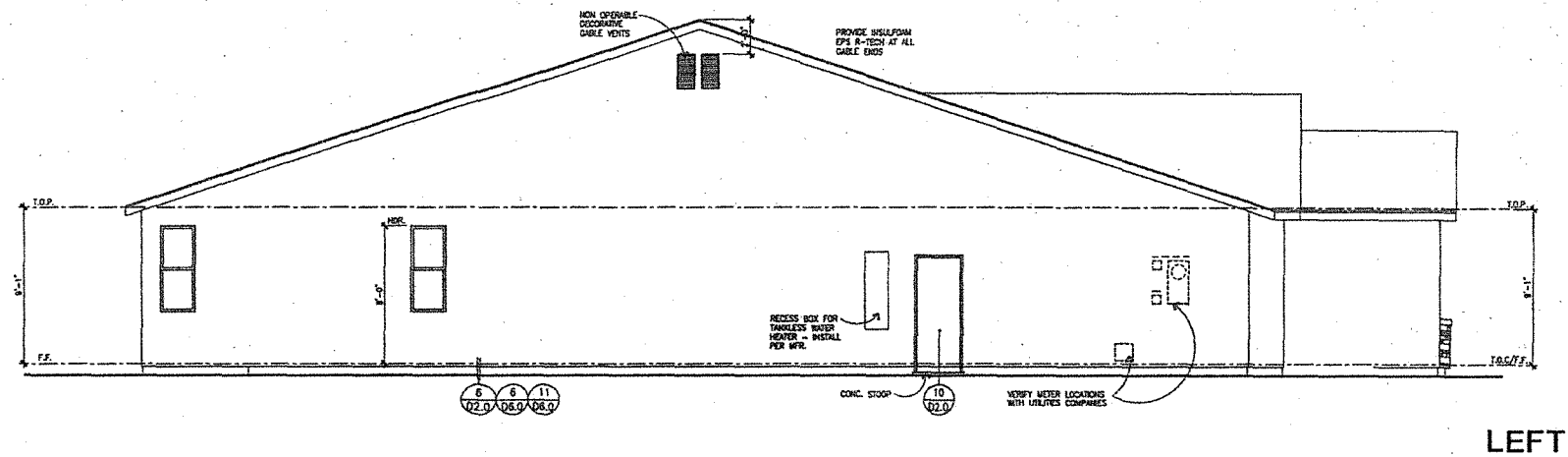
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DESIGNER:	WM
DRAWN BY:	WM
REVIEWED BY:	
1ST BLDG. DEPT. SUBMITAL:	05-25-15
ISSUED FOR CONSTRUCTION:	
JOB NUMBER:	203218
CAD FILE NAME:	10218044
DATE:	03-02-17
SHEET:	A10.4



**WILLIAM HEZMALHALCH
ARCHITECTS INC.**
2850 REDON L. AVENUE SUITE 208 SANTA ANA CA 92705-6545
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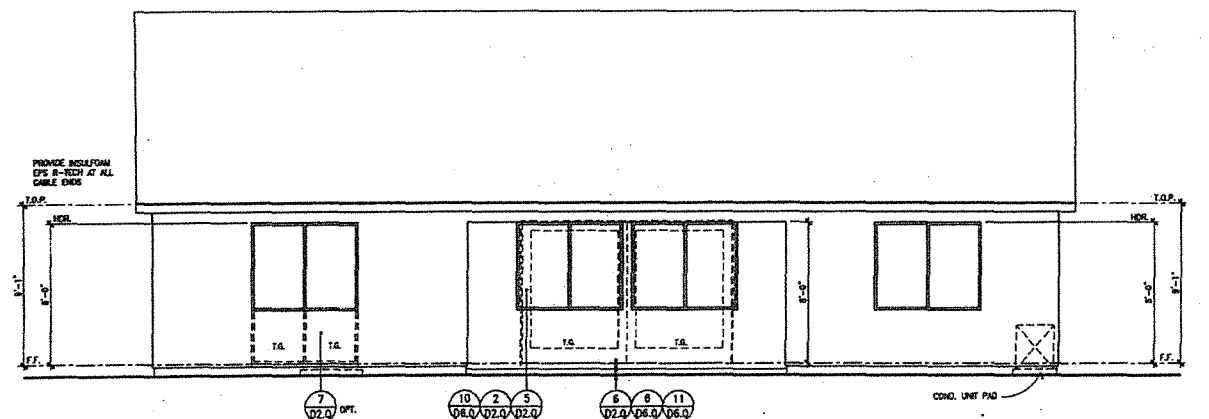


TRACT# 5998
S.F.D.



ELEVATION REFERENCE	C	ELEVATION STYLE	CRAFTSMAN				ROOF PLAN LEGEND	
ROOF MATERIAL		STANDARD ROOF DETAILED U.A.D.	FASCIA U.N.D.	BARGE U.N.D.	OVERHANG (MIN. - U.N.D.)	DWANE	RMC	E-1/E INDICATES ELEVATION CHANGES INDICATES ROOF CHANGES AT FEELINGS INDICATES LINE OF FINISHES INDICATES LINE OF STRUCTURE
CONCRETE-FLAT TILE LOCAL SPECIFICATIONS		4 Q10.0	2X8	2X8	1'-0"	1'-0"	INDICATES OTHER CHANGED TILE ROOF WITH MEET SECTION (U.S. & L. IN. FREE WHITE ASPEN-PP3)	
<h3 style="text-align: center;">ROOF PLAN NOTES</h3> <p>NOTE: MANDATORY REQUIREMENTS FOR SOLID READY BUILDINGS PER D&C SECTION 110.10.</p> <p>1. SEE GENERAL NOTES FOR ROOF DETAILS.</p> <p>2. OVERLAPMENTS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.</p> <p>3. ADDITIONAL PER ROOF SECTION PAINT.</p> <p>4. ADDITIONAL VENTILATION PER ROOF SECTION PAINT. PER ROOF SECTION PAINT, THE MINIMUM NET FREE VENTILATION AREA SHALL BE 1/80TH OF THE AREA OF THE VENTED SPACE. THEREFORE THE MINIMUM NET FREE VENTILATION AREA SHALL BE 1/80TH OF THE VENTED SPACE PRODUCED ON OR MORE OF THE FOLLOWING CONDITIONS ARE MET:</p> <p>5. IF CLIMATE ZONE 1A AND 1B, A CLIMATE ZONE 1A VENTILATION REQUIREMENT IS INSTALLED ON THE VENTILATION-WRITER SIDE OF THE CEILING.</p> <p>6. NET LEAKAGE AND VENTILATION ARE NOT MORE THAN 10% OF THE REQUIRED VENTILATION AREA AS PROVIDED BY VENTILATION LOCATED IN THE UPPER PORTION OF THE ROOF OR FASCIA SPACE. UPPER VENTILATION SHALL BE LOCATED NO MORE THAN 3 FEET (914 MM) BELOW THE RIDGE OR HIGHEST POINT OF THE SPACE, MEASURED PERPENDICULARLY WITH THE BALANCE OF THE REQUIRED VENTILATION PROVIDED BY DOWNS OR CHIMNEYS. MARK THE LOCATION OF WALL OR ROOF FINISHES AND CORRELATE WITH THE INSTALLATION OF UPPER VENTILATION.</p> <p>7. INSTALLATION SHALL BE DOWN 3 FEET (914 MM) BELOW THE RIDGE OR HIGHEST POINT OF THE SPACE SHALL BE PERMITTED.</p>								

NOISE ATTN AREA		A	2395	NO. FT.	CALCULATION FACTOR:	1/200
			4000			
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FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

EXTERIOR ELEVATIONS & ROOF PLAN - PLAN 10C - CRAFTSMAN

PLAN 2404
CLOVIS, CA.

WILSON HOMES
FRESNO, CALIFORNIA

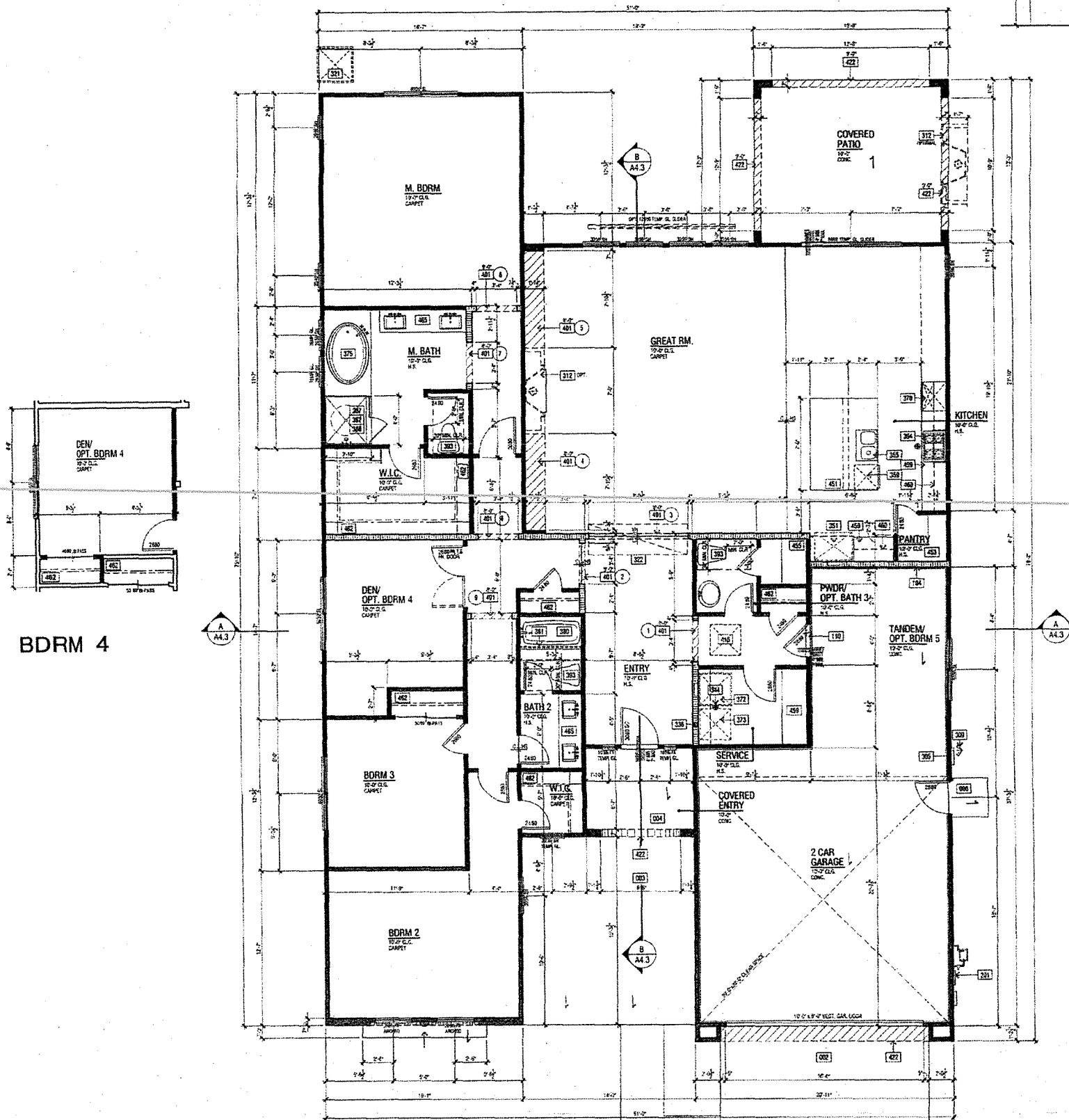
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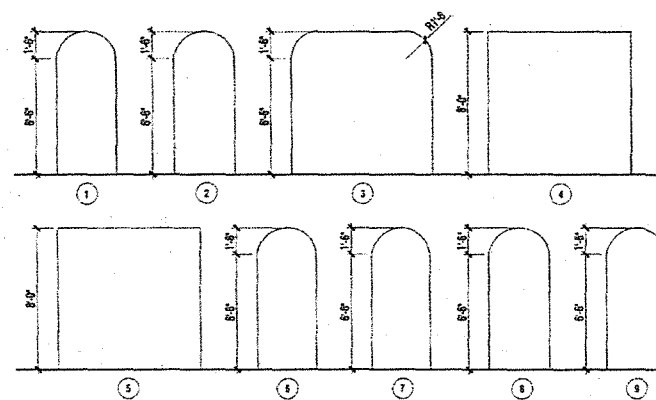
2013219 - 03-02-17 - 2016 CODE UPDATE

EXTERIOR ELEVATIONS - PLAN 2404C - CRAFTSMAN

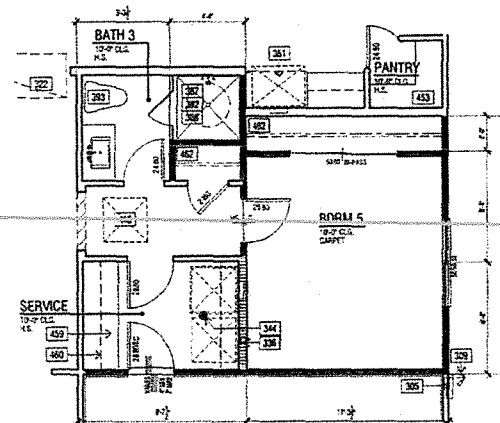
SCALE: 1/4" = 1'-0"



FLOOR PLAN



SOFFIT PROFILES



BDRM 5

Item	NOTE
002	CONCRETE DRIVE (BY OTHERS)
003	CONCRETE WALK (BY OTHERS)
004	CONCRETE PORCH SLAB (BY OTHERS) SLOPE 1/4" PER FOOT MINIMUM IN DIRECTION INDICATED
006	CONCRETE STUOP 24" DEEP AND 2" WIDER THAN DOOR OPENING - SLOPE 1/4" PER FOOT MINIMUM TO DRAIN IN DIRECTION INDICATED
104	GARAGE AND/OR CLOSET WITH HANGABLE ROOFS ABOVE SHALL BE SEPARATED FROM THE RESIDENCE BY A MIN. 5" TYPE 3 GYP. BC, OR EQ. STRUCTURES SUPPORTING THE PL. CLS. ASSEMBLY USED FOR SEPARATION SHALL BE A MIN. 1/2" GYP. BC, OR EQ. PER CBC SEC. R302.6.
110	PROVIDE SOLID WOOD DOOR OR SOLID OR HONEYCOMB CORE STEEL DOORS, NOT LESS THAN 1-3/4" THICK, OR 20 MINUTE FIRE RATED DOOR. DOORS SHALL BE SELF CLOSING AND SELF LATCHING PER 2016 CBC R310.1.
201	UTILITY EQUIPMENT AND SERVICE PANELS - VERIFY LOCATION
305	TANK LESS WATER HEATER - INSTALLATION PER MANUFACTURER'S INSTRUCTIONS
307	TEMPERATURE AND PRESSURE RELIEF VALVE - DISCHARGE LINE PER CBC SECTION R08.5
312	METAL FIREPLACE (GAS APPLIANCE) - HEIGHT PER PLAN - INSTALL PER MANUFACTURER'S INSTRUCTIONS. BY HEATILATOR MODEL# H04842 AND 721-58-0002. PROVIDE A 9" SQUARE FRESH AIR INTAKE FOR THE GAS APPLIANCE.
321	AIR CONDITIONING CONDENSER LOCATION
322	FORCED AIR UNIT (FAU) ATTIC INSTALLATION
336	4" G.L. DRYER VENT WITH APPROVED LIFT TRAP - VENT THROUGH ROOF
344	WHOLE HOUSE EXHAUST FAN PER 2016 CEC. REFER TO ATTACHED SUMMARY OF THE 2016 ENERGY CODE ASHRAE 62.2 REQUIREMENTS
351	RESTROOM SPACE WITH RECESSED COLD WATER BOX
353	SINK WITH GARBAGE DISPOSER
359	DESHOWER
364	COOKTOP & EXHAUST HOOD WITH FAN AND LIGHT (EXHAUST VENT TO OUTSIDE). THE VERTICAL CLEARANCE ABOVE THE COOKTOP TO COMBUSTIBLE IS 30" UNPROTECTED, OR 24" PROTECTED, AND THE HORIZONTAL DIMENSION IS REQUIRED TO BE PER THE MARKING LISTED ON THE UNIT. 216 CMC 921.2.2 & 921.4.3
370	OVEN/MICROWAVE COMBO
372	WASHER SPACE WITH RECESSED WATER BOX AND DRAIN PAN
373	DRYER SPACE
375	DROP-IN TUB - 42" X 60"
380	TUB/ SHOWER - 32"X60" MODEL 26050T - GELCOAT SURFACE - BY AQUATIC
381	CURTAIN ROD
382	SHATTERPROOF SHOWER DOOR ENCLOSURE
386	SHOWER - PRE-ASSEMBLED STALL - 30"X50"X70" MODEL 1600TS - GELCOAT SURFACE - BY AQUATIC
387	SHOWER - HOT HOP - SIZE PER PLAN
388	30" CIRCLE PROVIDED AT SHOWER
390	SHOWER SEAT - SLOPE 1/4" MINIMUM TO DRAIN
393	TOILET - PROVIDE MINIMUM 24" X 30" CLEAR FLOOR AREA IN FRONT OF TOILET
401	INTERIOR SOFFIT/ DROPPED CEILING/ HEIGHT PER PLAN
416	30"X30" ATTIC ACCESS - DIMENSIONS ARE CLEAR
422	STUCCO SOFFIT - HEIGHT PER ELEVATION
427	STUCCO SOFFIT OVER WATERPROOFED STUCCO SHELF-SLOPE FRAMING FOR DRAINAGE (1/4" PER FOOT MINIMUM)
442	EXTERIOR EX FRY WALL - SIZE PER PLAN
451	KITCHEN ISLAND - PROVIDE APPROVED UNDERGROUND CONDUIT FOR ELECTRIC SERVICE TO ISLAND
453	PANTRY
454	DESK
455	LINEN
458	LINEN (UPPER ONLY)
459	BASE CABINET
460	UPPER CABINET
462	SHELF AND POLE
465	VAULT

Item	NOTE
1.	ATTIC ACCESS PER CBC SEC. R302.6.2 PER CBC R302.6.2
2.	EMERGENCY ESCAPE AND RESCUE OPENING PER CBC R310.1
3.	MEANS OF EGRESS PER CBC R310.1
4.	FACTORY BUILT FIREPLACES AND CHIMNEYS PER CBC R304.4, R304.4.1, R304.4.2
5.	COMBUSTION AIR TO FORCED AIR UNIT PER CBC CHAPTER 7
6.	COMBUSTION AIR TO WATER HEATER PER CBC SECTION 907.2
7.	ENVIRONMENTAL GAS DETECT PER CBC SECTION 904
8.	MECHANICAL EQUIPMENT LOCATION AND PROTECTION AGAINST DAMAGE PER CBC 208 & 208.1
9.	MANDATORY REQUIREMENTS FOR APPLIANCES PER CBC SECTION 110.1
10.	THE SILL HEIGHT IS NOT TO EXCEED 4" FROM THE BOTTOM OF THE CLEAR OPENING IN BATHING ROOMS. 2016 CBC R310.1.1
11.	IN UPPER FLOOR PLANS, ANY OPERABLE WINDOW WITH A SILL THAT IS LOCATED LESS THAN 4" ABOVE THE FINISHED FLOOR AND MORE THAN 27" ABOVE FINISHED GRADE OR OTHER SURFACE BELOW AT THE EXTERIOR MUST BE PROTECTED BY A GUARD OR HAVE PRESS GLASS. THE GUARD MAY NOT HAVE OPENINGS THAT A SPHERE 4" IN DIAMETER CAN PASS THROUGH. 2016 CBC R310.2
12.	A SHERLOCK HUNTING INSPECTION IS REQUIRED. 2016 CBC R310.1.4.2.1, 2016 CBC 110.2.5
13.	CLIMBING IN A HANGING LOCATION IS REQUIRED TO BE ELIMINATED WITH SHREY MATERIAL. 2016 CBC R308
14.	PROVIDE A 4" SQUARE FRESH AIR INTAKE FOR THE GAS APPLIANCE PER 2016 CEC
15.	VERTICAL CLEARANCE ABOVE THE COOKTOP TO COMBUSTIBLES IS 30" UNPROTECTED, OR 24" PROTECTED, AND THE HORIZONTAL DIMENSIONS IS REQUIRED TO BE PER THE PERMANENT MARKING LISTED ON THE UNIT. 2016 CMC 921.2.2 & 921.4.3
16.	A SHERLOCK HUNTING INSPECTION IS REQUIRED. - 2016 CBC R310.1.1
17.	THE WALL SURFACE BENEATH CERAMIC TILE OR OTHER FINISH WALL MATERIALS SUBJECT TO WATER OR ARE AND COMBUSTIBLE OR MATERIALS NOT APPROVED BY WATER. NOTE THE USE OF FIBER CEMENT, FIBER GLASS, REINFORCED CONCRETE OR GLASS MAT COMPOSITES BACKINGS ON THE FLOOR PLAN. NOTE THAT WATER RESISTANT DRYWALL IS NOT PERMITTED TO BE USED IN THESE LOCATIONS. 2016 CBC R310.4.2
18.	THE THREE CAR GARAGE IS FOR CONFINEMENTS AND THE REQUIRED EXHAUST FAN SHALL NOT BE RELIED. 2016 CBC R310.1.1
19.	NOTE THAT ALL ATTIC ACCESS OPENINGS ARE GASKETED TO PREVENT AIR LOSS. 2016 CEC 110.1.6
20.	A MINIMUM 24" DIA. CIRCLE IS PROVIDED AT THE SHOWER FLOOR, THE MINIMUM FLOOR AREA OF THE SHOWER COMPARTMENT IS 100 SQUARE INCHES. 2016 CBC R310.1.1
21.	AFTER INSTALLING WALL, CEILING, OR FLOOR INSULATION, THE INSTALLER SHALL POST A COMPOSITE LOCATION IN THE BUILDING A CERTIFICATE ISSUED BY THE INSULATOR THAT THE INSTALLATION WAS PERFORMED IN ACCORDANCE WITH TITLE 24 REQUIREMENTS
22.	THE BUILDER SHALL PROVIDE THE ORIGINAL OCCUPANT WITH THE LIST OF THE HEATING, COOLING, WATER HEATING AND LIGHTING SYSTEMS AND CONSERVATION OR SOLAR DEVICES INSTALLED IN THE BUILDING AND INSTRUCTIONS ON HOW TO USE THEM EFFICIENTLY. CEC TITLE 24

REQUIRED FLOOR CLEARANCES AT WATER CLOSETS - TYPICAL

FLOOR AREA TABLE	PLAN 2528A
LOWER FLOOR PLAN	2,528 SQ. FT.
TOTAL	2,528 SQ. FT.
2 CAR GARAGE W/ TANDEM	637 SQ. FT.
COVERED PATIO	208 SQ. FT.
COVERED ENTRY	62 SQ. FT.

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

PLAN 2528

TRACT 5998/6072 - PLAN 2528
CLOVIS, CALIFORNIA

TRACT NUMBER 5998/6072
SFD

WILSON HOMES
FRESNO, CALIFORNIA

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REVISIONS

NO.	DATE	DESCRIPTION
1	12-06-16	2016 CODE UPDATE
2	APR 3 8 2017	16SPN

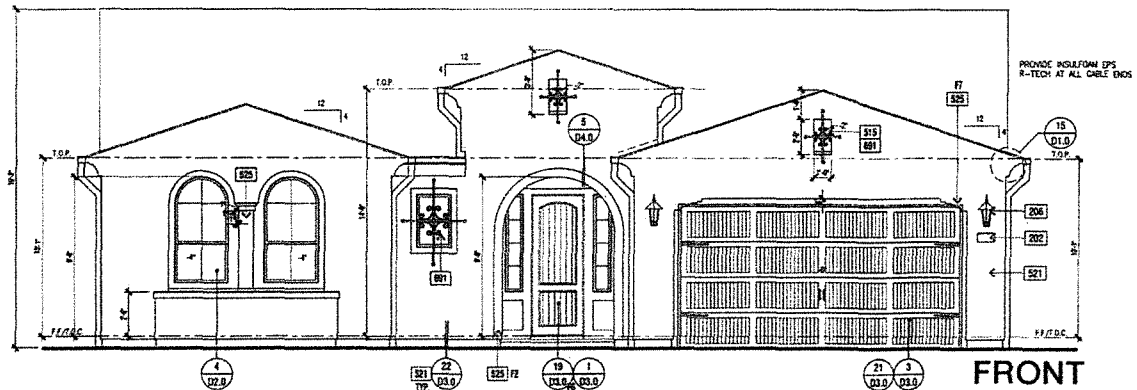
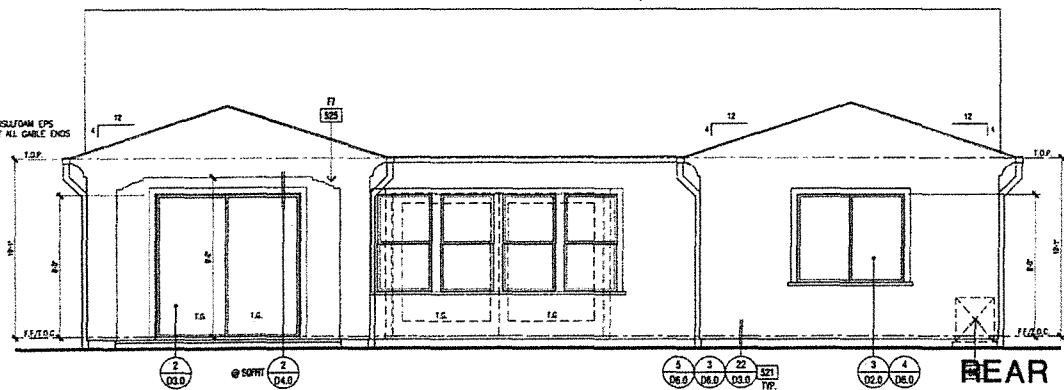
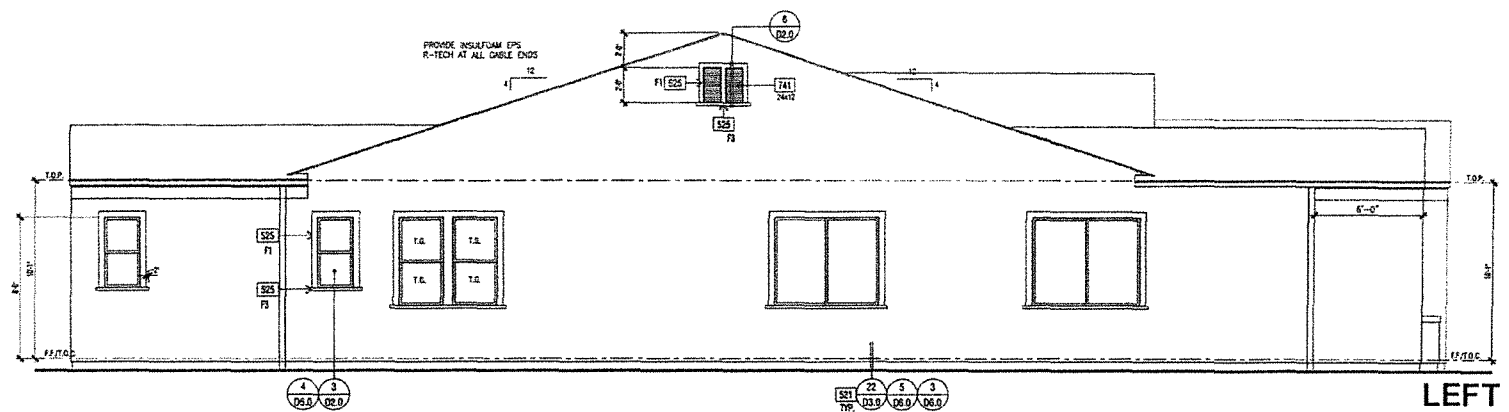
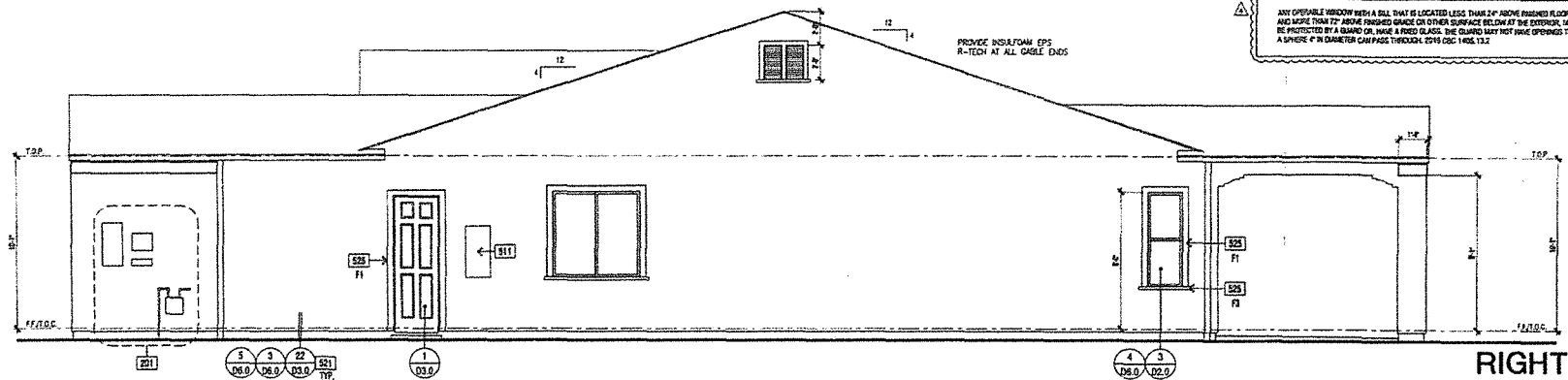
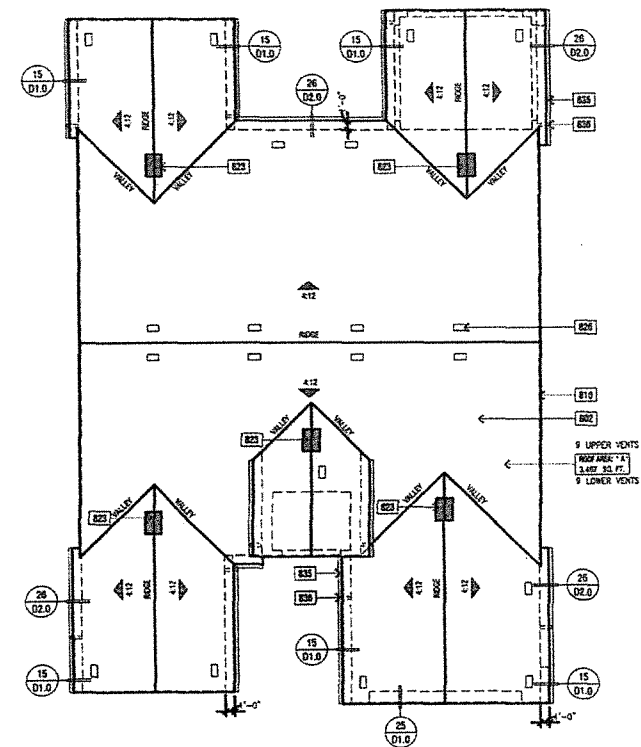
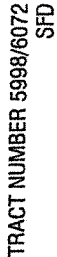
PROJECT MANAGER:	MM
DESIGNER:	SEYM
DRAWN BY:	
REVIEWED BY:	
1ST BLDG. DEPT. SUBMITTAL:	
ISSUED FOR CONSTRUCTION:	
JOB NUMBER:	2017031
CAD FILE NAME:	AR01

DATE: 04-10-17 SHEET: A4.1

2013352 - 04-10-17 - 2016 CODE UPDATE


FINISHED GRADE VARIES. SEE CIVIL ENGINEERS PLANS FOR FINAL GRADE AND SITE DRAINAGE.	
ELEVATION KEY BELOW	
Name	NOTE
231	UTILITY EQUIPMENT AND SERVICE PANS - VERIFY LOCATION
232	INTERIALLY ILLUMINATED ADDRESS PANEL - 6" MAIL HOLE BUILDING ADDRESS CAN BE CENTERED PLACED IN SUCH A POSITION TO BE PLAINLY VISIBLE FROM THE STREET. CONNECT OF PHOTO CL.
206	DECORATIVE MAIL SLOANCE
1	AIR CONDITIONING CONSIDER LOCATION
511	RECESS BOX FOR TANKLESS WATER HEATER - INSTALL PER MFR. INSTRUCTIONS
515	2" STUCCO RECESS - SIZE PER ELEVATION - SLOPE SLANT 1 1/4" PER FT. MINIMUM
521	STUCCO - ORANGE DAMIANO WALL ONE COAT STUCCO GSB-ES19-104 STUCCO 2 COAT 1 OR 11 PORTLAND CEMENT OVER SALT '73 GUARD-ES56 BY START IN
525	STUCCO OVER RIGID FOAM TRIM - FOAM SHAPE PER ELEVATION (SEE DETAIL #6 SHEET D-10)
591	DECORATIVE SHUTTER (SIZE AND STYLE PER ELEVATION). SEE DETAIL 1504-1
591	DECORATIVE METAL ACROSS - PROVIDE SLOOT BACKING AND MINIMUM 1/2"X1/2" LAMINATED SHEET WATERPROOFING AT ALL MOUNTED POINTS/FASTENERS.
701	CL. GLASSING
741	CL. LONDER VENT - RECTANGULAR (SIZE PER ELEVATION)
751	2 LAYERS OF GRADE 'D' BUILDING PAPER IS REQUIRED TO BE INSTALLED OVER WOOD SHEATHING. 2010 CRC 9003.63

ANY OPTIONAL WINDOW WITH A SILL THAT IS LOCATED LESS THAN 2'4" ABOVE FINISHED FLOOR AND HIGHER THAN 2'0" ABOVE FINISHED FLOOR ON OTHER SURFACE BELOW AT THE EXTERIOR, MUST BE PROTECTED BY DAMP OR WOOD AS FOLLOWS: THE DAMP MAY NOT HAVE ANY SPINDERS THAT A SPINDLE IS IN DAMP OR WOOD. 2010 CRC 9003.63



ROOF PLAN

SCALE: 1/8" = 1'-0"

ELEVATION REFERENCE: A		ELEVATION STYLE: SANTA BARBARA			
ROOF MATERIAL:	CEMENTED ROOF JELD JELD	RAILS:	BRACE:	OVERHANG END - JELD:	JELD:
			JELD:		JELD:
CONCRETE 'S' TILE			2X6	2X3	1'-0" TIGHT
"SCALE: ROOFING" ICCA ESR-1100					
ROOF PLAN NOTES					
NOTE: MANDATORY REQUIREMENTS FOR SOLAR RAIL BUILDINGS PER CEC SECTION 110.10.					
1. SEE GENERAL NOTES FOR ROOF NOTES.					
2. SPARE ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.					
3. ATTIC ACCESS FOR ONE CEC SECTION RISE.					
4. PROVIDE AT LEAST A BATTERY VENTILATION CEC SECTION RISE. PER CEC SECTION 110.2, THE MINIMUM NET VENTILATION AREA SHALL BE 1/30TH OF THE VENTED SPACE PROVIDED ON EACH OF THE FOLLOWING CONDITIONS ARE MET:					
a. IN CLIMATE ZONES 14 AND 16, A CLIMATE 16 VAPOR BARRIER IS INSTALLED ON THE WARMER-SIDED SIDE OF THE CEILING.					
b. NOT LESS THAN 40 PERCENT AND NOT MORE THAN 50 PERCENT OF THE REQUIRED VENTILATION AREA IS PROVIDED BY VENTILATION LOCATED IN THE UPPER PORTION OF THE ATTIC OR ROOF SPACE. VAPOR BARRIERS SHALL BE LOCATED NO MORE THAN 3 FEET (914MM) BELOW THE RIDGE OR HIGHEST POINT OF THE SPACE MEASURED TO PROVIDE THE BALANCE OF THE REQUIRED VENTILATION PROVISIONS.					
c. VENTILATION SHALL BE PROVIDED BY MEANS OF VENTILATION DEVICES OR MEANS OF VENTILATION LOCATED NO MORE THAN 3 FEET (914MM) BELOW THE RIDGE OR HIGHEST POINT OF THE SPACE, SHALL BE PERMITTED.					
ROOF PLAN KEY NOTES					
Name		NOTE			
#002	ROOFING - CONCRETE - S				
#10	LINE OF WALL BELOW				
#23	PROVIDE 2X2X10" OPENING IN PLYWOOD SHEATHING BELOW CALIF. FRAMED ROOF FOR SHARE ATTIC VENTILATION				
#28	ROOF VENT - SOLARWAY (SEE ROOF VENTILATION CALCULATIONS)				
#35	GL-1 METAL GUTTERS - VERIFY LOCATION WITH INSTALLER				
#36	(GL-1 METAL DOWNSPUTES) - DISCHARGE TO APPROPRIATE SITE DRAINAGE SYSTEM - VERIFY LOCATION WITH INSTALLER.				

ELEVATIONS - PLAN 2528A

TRACT 5998/6072 - PLAN 2528

CLOVIS, CALIFORNIA

WILSON HOMES
FRESNO, CALIFORNIA

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DO NOT SCALE PLANS

REVISIONS

NO.	DATE	DESCRIPTION
1	12-06-2017	2ND CODE UPDATE

PROJECT MANAGER :	BAW
DESIGNER :	BAW
DESIGN BY :	-
REVIEWED BY :	-
1ST BLDG. DEPT. SUBMITTAL :	-
ISSUED FOR CONSTRUCTION :	2/13/2018
JOB NUMBER :	2013352
CAD FILE NAME :	A41

DATE:

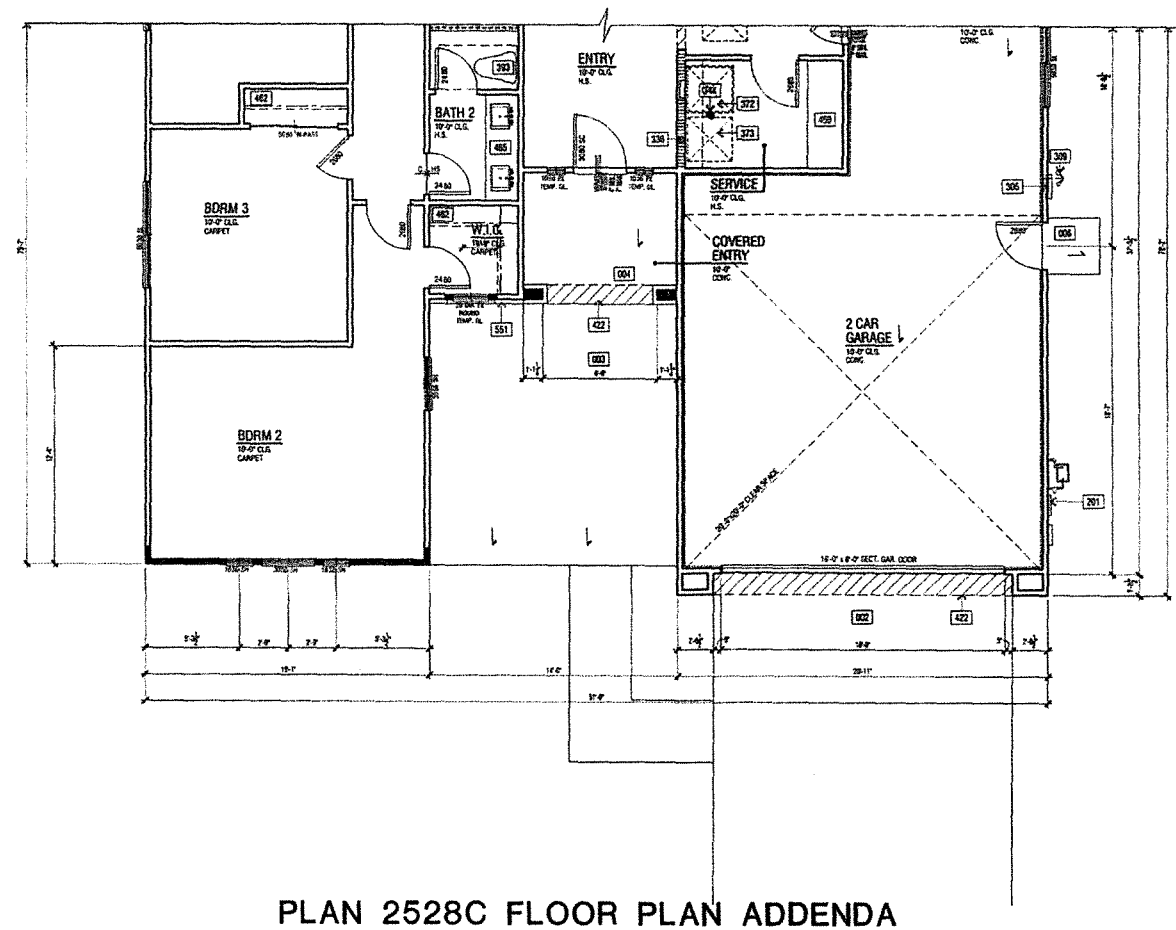
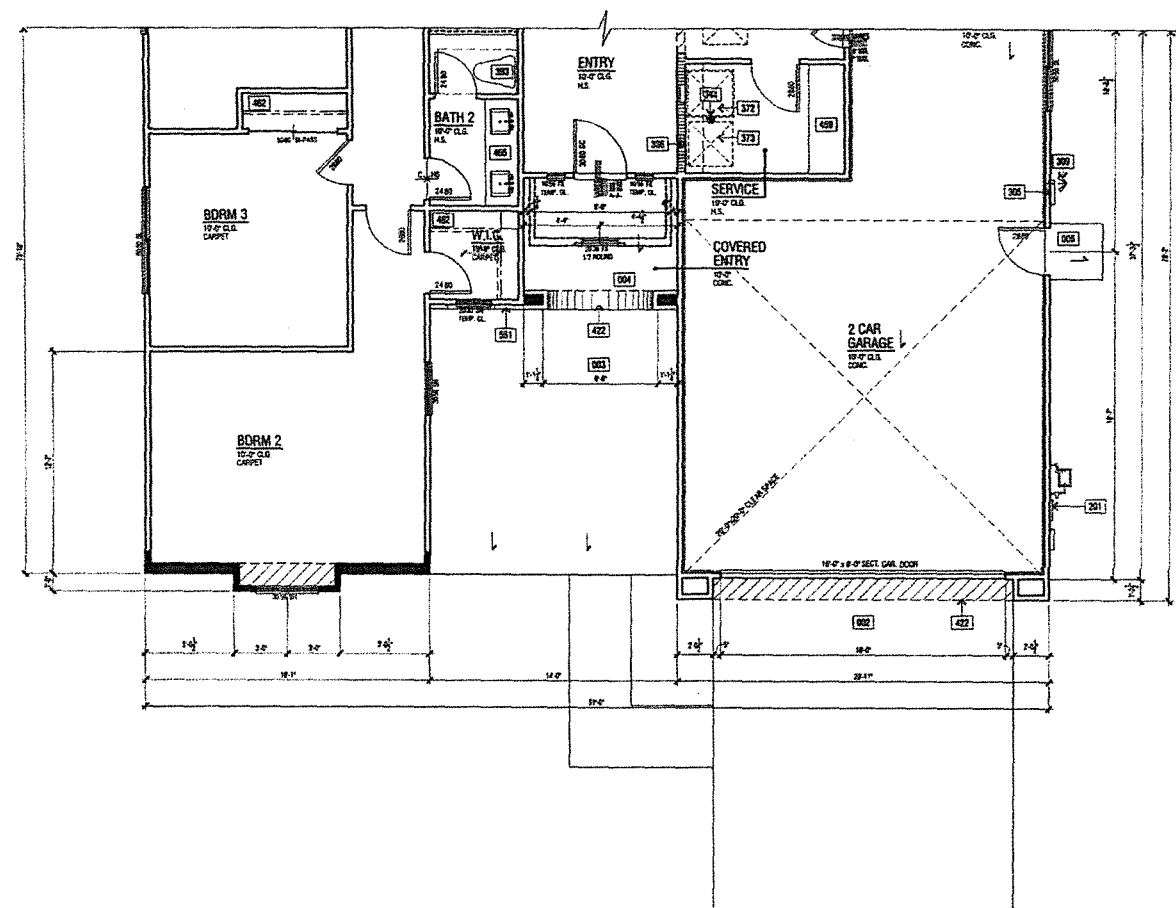
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SHEET:

A.4

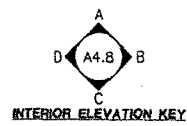
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FLOOR PLAN KEY NOTES	
Name	NOTE
002	CONCRETE DRIVE (BY OTHERS)
004	CONCRETE PORCH SLAB (BY OTHERS) SLOPE 1/4" PER FOOT MINIMUM IN DIRECTION INDICATED
428	ARCHED STUCCO SOFFIT: HEIGHT PER ELEVATION
442	EXTERIOR 2X POST WALL - SIZE PER PLAN
551	MANUFACTURED ADHERED STUCCO STONE VENEER BY CULTURED STONE ICC-ES ESR-1364. INSTALL PER MANUFACTURER'S INSTRUCTIONS

FLOOR AREA TABLE	PLAN 2528B	
LOWER FLOOR PLAN	2,534	SQ. FT.
TOTAL	2,534	SQ. FT.
2 CAR GARAGE W/ TANDEM	637	SQ. FT.
COVERED PATIO	208	SQ. FT.
COVERED ENTRY	62	SQ. FT.



ADDENDA FLOOR PLAN NOTES

NOTE: SHADED WALLS INDICATE AREAS THAT ARE DIFFERENT THAN THE BASE FLOOR PLAN

NOTE: REFER TO CIVIL AND LANDSCAPE DRAWINGS BY OTHERS FOR ALL DRIVEWAYS AND SIDEWALK LOCATIONS.

REFER TO BASE PLAN SHEET A-1 FOR ADDITIONAL NOTES AND DIMENSIONS.

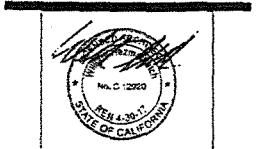
FLOOR PLAN NOTES

1. **ATTIC:** ACCESS PER CIRC DRIV. CHIMNEYS PER CIRC DRIV. 1102.12.2 AND VENTILATION PER REQD.
2. **INTERIOR FINISHES:** INTERIOR FINISHES PER CIRC 1016 MEANS OF EGRESS PER CIRC 1016
3. **GLAZING PER CIRC 1023.1.1 & 1006**
4. **EXTERIOR FINISHES:** EXTERIOR FINISHES PER CIRC 1016, PROG. 10106
5. **CONCRETE FLOOR FINISHES:** CONCRETE FLOOR FINISHES PER CIRC 1023.1.2 & 1006
6. **CONNECTIONS:** ALL PORTALS AND LIFT PER CIRC CHAPTER 7
7. **CONNECTIONS:** PER CIRC 1023.1.2 & 1006
8. **ENVIRONMENTAL:** AIR FLOW PER CIRC SECTION 5A
9. **MEDICAL:** EQUIPMENT LOCATION AND PROTECTION AGAINST DAMAGE PER CIRC 306.3 & 306.4
10. **MANUFACTURING REQUIREMENTS FOR APPLIANCES PER CIRC SECTION 114.1.**
11. **ALL THE ABOVE SHALL BE IN ACCORDANCE WITH THE SECTION OF THE C.C.A.R. CONTAINING SUCH REQUIREMENTS.**
12. **IF UPPER FLOOR PLANS, AND/OR WINDOW PLACEMENT ON A WALL THAT IS LOCATED OVER THE EXISTING FIRST FLOOR, ARE NOT IN ACCORDANCE WITH THE ABOVE MENTIONED CLAUSES OR OTHER SUBJECT BELOW OF THE WINDOW, MUST BE PROTECTED BY A GLAZED OR, HAVE PLEATED, OR, BE LAMINAR GLASS. THE GLAZED MAY NOT OPERATIONS THAT A SHEET OF IN GLASS BEING USED.**
13. **A SHEETWORK WINDOW PROTECTION IS REQUIRED:** 2016 CIRC 114.1 & 2.6. 2016 CIRC 114.1.5
14. **GLAZING REQUIREMENTS:** GLAZING TO BE REQUIRED TO BE LAMINATED W/INTERSPACE MATERIAL. 2016 CIRC 114.1.5
15. **PROVIDE A SECURE FLOOR AND ACTIVE THE GLASS APPLIANCE REPLACEMENT 2016 CIRC 114.1.5**
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- 8

FLOOR PLAN KEY NOTES	
Item#	NOTE
002	CONCRETE DRIVE (BY OTHERS)
004	CONCRETE PORCH SLAB (BY OTHERS) SLOPE 1/4" PER FOOT MINIMUM IN DIRECTION INDICATED
422	SMOOTH STUCCO SOFFIT: HEIGHT PER ELEVATION
427	STUCCO SOFFIT OVER WATERPROOFED STUCCO SHELF-SLOPE FRAMING FOR DRAINAGE (1/4" PER FOOT MINIMUM)
442	EXTERIOR 2X POST WALL - SIZE PER PLAN
551	MANUFACTURED AND/OR ASSEMBLED STUCCO STONE VENEER BY CULTURED STONE ICC-ES ESR-1364. INSTALL PER MANUFACTURER'S INSTRUCTIONS

FLOOR AREA TABLE	PLAN 2528C
LOWER FLOOR PLAN	2,528 SQ. FT.
TOTAL	2,528 SQ. FT.
2 CAR GARAGE W/ TANDEM	637 SQ. FT.
COVERED PATIO	206 SQ. FT.
COVERED ENTRY	62 SQ. FT.

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



TRACT NUMBER 5998/6072
SFD

TRACT 5998/6072 - PLAN 2528
CLOVIS, CALIFORNIA

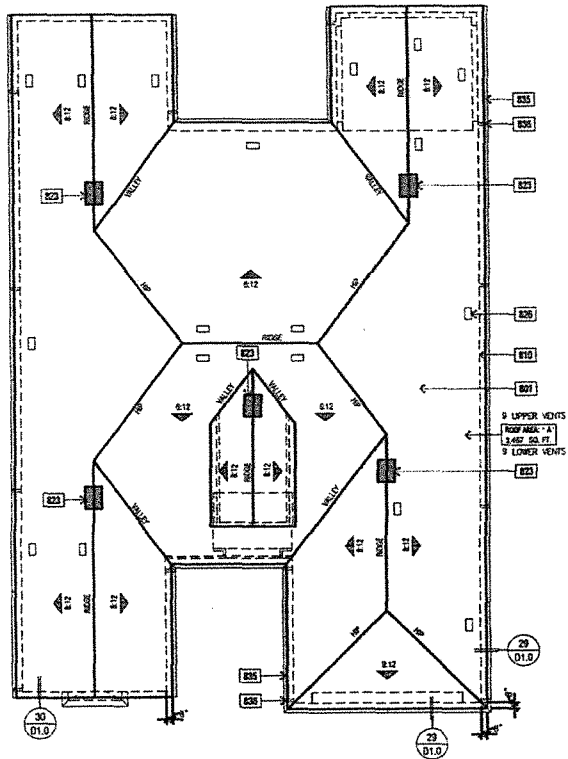
WILSON HOMES
FRESNO, CALIFORNIA

PLAN 2528B & 2528C FLOOR PLAN ADDENDAS

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THESE PLANS BY A THIRD PARTY, THE THIRD PARTY SHALL HOLD
WILLIAM MEDA/MALCH ARCHITECTS, INC. HARMLESS.
DO NOT SCALE

REVISONS		
NO.	DATE	DESCRIPTION
1	12-06-16	2016 CODE UPDATE
PROJECT MANAGER: MM DESIGNER: BRYAN DRAWN BY: BRYAN REVIEWED BY: + 1ST BLDG. DEPT. SUBMITTAL: + ISSUED FOR CONSTRUCTION: + JOB NUMBER: 2013352 CAD FILE NAME: A405		
DATE: 04-10-17		SHEET: A4.5

2013352 - 04-10-17 - 2016 CODE UPDATE



ROOF ATTIC AREA		A 3467.50 SQ. FT. 49248.8	CALCULATION FACTOR		1/300				
MIN. VENTILATION REQUIRED		TOTAL	1084	SQ. FT.	TOTAL PROVIDED	1776	SQ. FT.		
MIN. VENTILATION REQUIRED		HIGH	832	SQ. FT.	TOTAL HIGH PROVIDED	889	SQ. FT.		
MIN. VENTILATION REQUIRED		LOW	275	SQ. FT.	TOTAL LOW PROVIDED	889	SQ. FT.		
HIGH VENTILATION METHOD									
CLOAKED VENT - CONG. FLAT TILE		SIZE	PROVIDED AREA	QUANTITY	PROVIDED AREA				
		50	50.00	1	889			SQ. FT.	
					TOTAL PROVIDED			889	SQ. FT.
LOW VENTILATION METHOD									
CLOAKED VENT - CONG. FLAT TILE		SIZE	PROVIDED AREA	QUANTITY	PROVIDED AREA				
		50	50.00	1	889			SQ. FT.	
					TOTAL PROVIDED			889	SQ. FT.

FINISHED GRADE VARIES. SEE CIVIL ENGINEER'S PLANS FOR FINAL GRADE AND SITE DRAINAGE.	
ELEVATION KEY NOTES	
NOTE	NOTE
201	UTILITY EQUIPMENT AND SERVICE PANELS - VERIFY LOCATION
202	INTERIOR ILLUMINATED ADDRESS PANEL - 6" MIN. HIGH BUILDING ADDRESS CHARACTERS PLACED IN SUCH A POSITION TO BE PLAINLY VISIBLE FROM THE STREET. CONNECT OF PHOTO CELL.
206	DECORATIVE WALL SCORSE
321	AIR CONDITIONING CONDENSER LOCATION
511	RECESS BOX FOR TANKLESS WATER HEATER - INSTALL PER MFR. INSTRUCTIONS
512	EXTERIOR CEMENT COATED TRIM (PRECAST LOOK) - SIZE/SHAPE PER ELEVATION
515	2" STUCCO RECESS. SIZE PER ELEVATION. SLOPE SILL 1/4" PER FT. MINIMUM
521	STUCCO - OMEGA DIAMOND WALL ONE COAT STUCCO ICC-ES ESR-1164 STUCCO TYPE 1 OR 11 PORTLAND CEMENT OVER 5/8" R GUARD ESR-1506 BY START R FOAM
525	STUCCO OVER RIGID FOAM TRIM - FOAM SHAPE PER ELEVATION (SEE DETAIL #6 SHEET D3.0)
545	TRIM SET BRICK VENER BY ENOCOTT BRICK - ASTM C-1088 - INSTALL PER MANUFACTURER'S INSTRUCTIONS
551	MANUFACTURED ADHERED STUCCO STONE VENER BY CULTURED STONE ICC-ES ESR-1354. INSTALL PER MANUFACTURER'S INSTRUCTIONS
575	CERAMIC TILE
591	DECORATIVE SHUTTER (SIZE AND STYLE PER ELEVATION). SEE DETAIL 13.04.1
701	G.I. FLASHING
770	ROOFING - METAL
771	2 LAYERS OF GRADE 19 BUILDING PAPER IS REQUIRED TO BE INSTALLED OVER WOOD SHEATHING. 2010 IRC R703.5.3

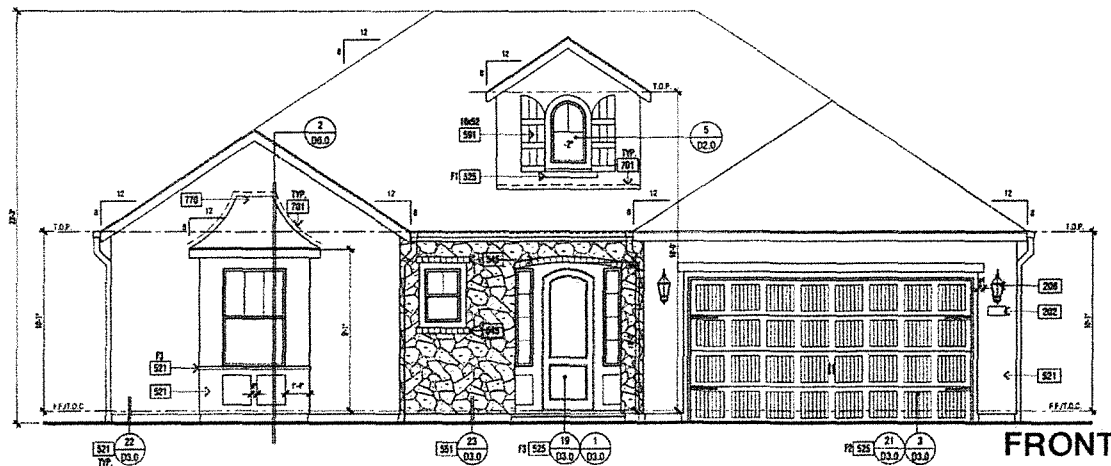
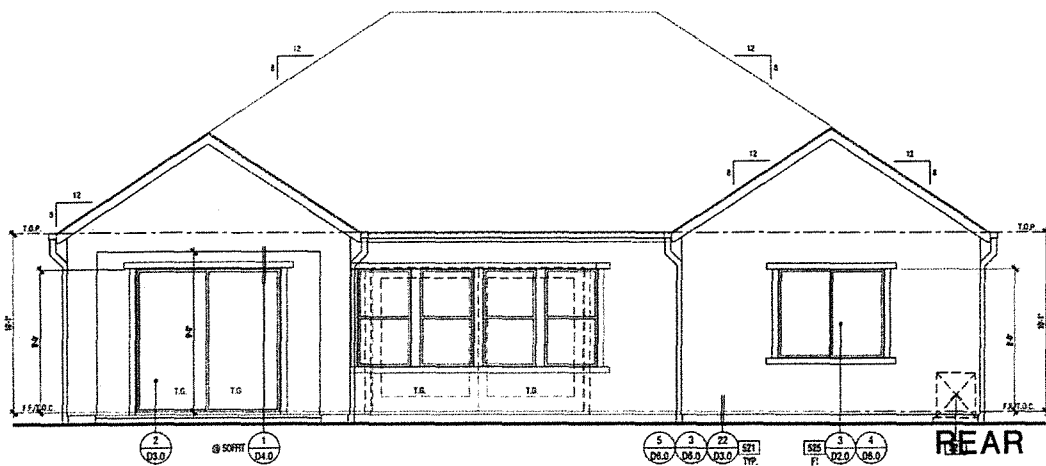
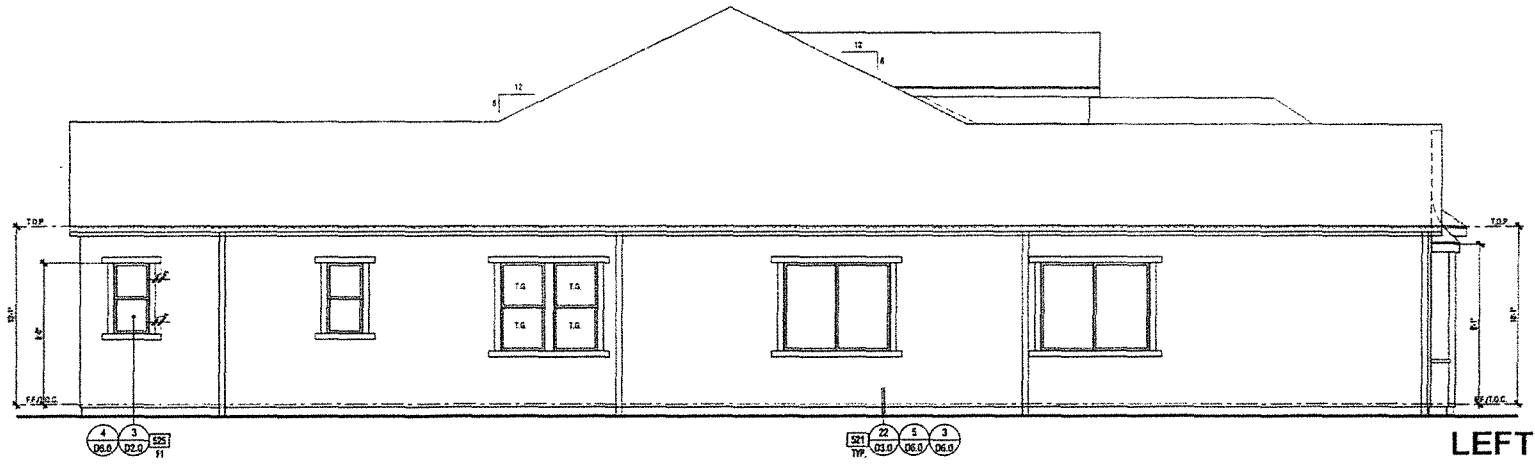
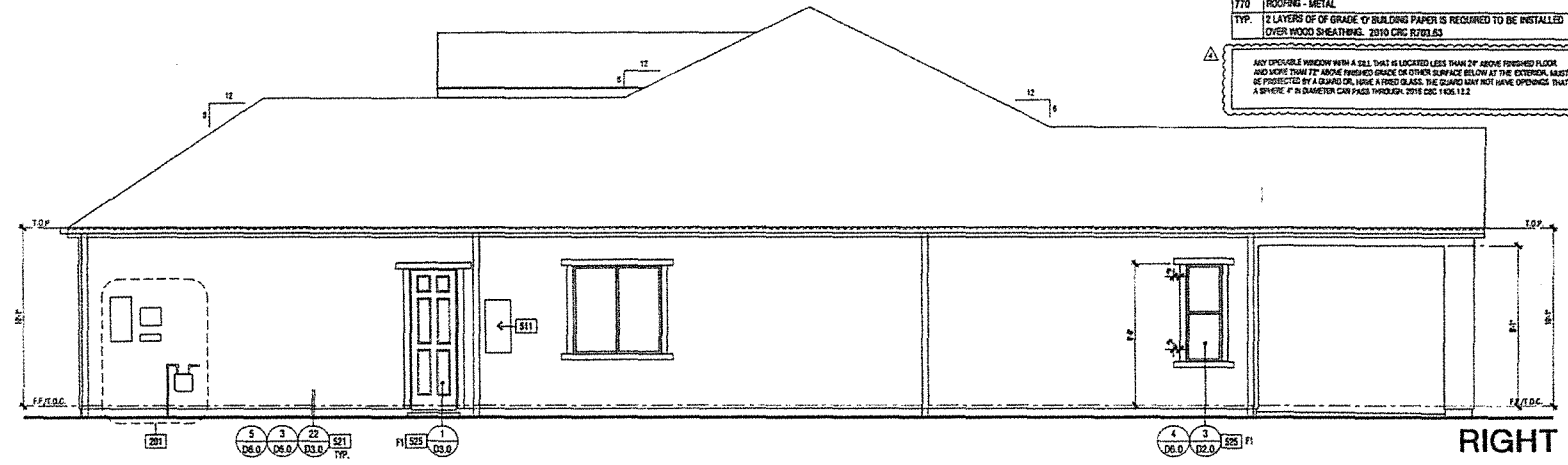
WILLIAM HEZMALHALCH ARCHITECTS INC.
280 REDHILL AVENUE SUITE 200 SANTA ANA CA 92705-545
949 250 0001 www.hezmalhalch.com fax 949 250 1059



TRACT NUMBER 5998/6072
SFD

ROOF PLAN SCALE: 1/8" = 1'-0"

ELEVATION REFERENCE	B	ELEVATION STYLE	COUNTRY FRENCH
ROOF MATERIAL	CONCRETE FLAT TILE	STANDARD ROOF DETAIL U.S.D.	2X6 2X6 8" 8"
SCALE	ROOFING DETAIL U.S.D.	2X6 2X6 8" 8"	
ROOF PLAN NOTES			
NOTE: MANDATORY REQUIREMENTS FOR SOLAR READY BUILDINGS PER CIRC SECTION 110.10			
1. SEE GENERAL NOTES FOR ROOF NOTES.			
2. SPARK ARRESTERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.			
3. ATTIC ACCESS PER CIRC SECTION 110.10.			
4. PROVIDE ATTIC & SURE VENTILATION PER CIRC SECTION 110.10. THE MINIMUM NET FREE VENTILATING AREA SHALL BE 1/300 OF THE AREA OF THE VENTED SPACE. EXCEPT FOR THE MINIMUM NET FREE VENTILATING AREA SHALL BE 1/300 OF THE VENTED SPACE PROVIDED ONE OR MORE OF THE FOLLOWING CONDITIONS ARE MET:			
• IN CLIMATE ZONES 14 AND 16, A CLASS 1 OR 1A VAPOR RETARDER IS INSTALLED ON THE WARM-IN-WINTER SIDE OF THE CEILING.			
• NOT LESS THAN 40 PERCENT AND NOT MORE THAN 50 PERCENT OF THE REQUIRED VENTILATING AREA IS PROVIDED BY VENTILATORS LOCATED IN THE UPPER PORTION OF THE ATTIC OR RAFTER SPACE. UPPER VENTILATORS SHALL BE LOCATED NO MORE THAN 3 FEET (914 MM) BELOW THE RIDGE OR HIGHEST POINT OF THE SPACE. MEASURED VERTICALLY WITH THE BALANCE OF THE REQUIRED VENTILATION PROVIDED BY LEAK OR CORNICE VENTS. WHERE THE LOCATION OF HOLE OR ROOF FLASHING MEMBER COMPLETES WITH THE INSTALLATION OF UPPER VENTILATORS, INSTALLATION MORE THAN 3 FEET (914 MM) BELOW THE RIDGE OR HIGHEST POINT OF THE SPACE SHALL BE PERMITTED.			
ROOF PLAN KEY NOTES			
NOTE	NOTE		
501	ROOFING - CONCRETE - FLAT TILE		
510	LINE OF WALL BELOW		
523	PROVIDE 22"x30" OPENING IN PLYWOOD SHEATHING BELOW CALIF. FRAMED ROOF FOR SHAPE ATTIC VENTILATION		
530	ROOF VENT - "CLOAKED" (SEE ROOF VENTILATION CALCULATIONS)		
535	G.I. METAL GUTTERING - VERIFY LOCATION WITH INSTALLER		
536	G.I. METAL DOWNSPOUTS - DISCHARGE TO APPROVED SITE DRAINAGE SYSTEM - VERIFY LOCATION WITH INSTALLER		



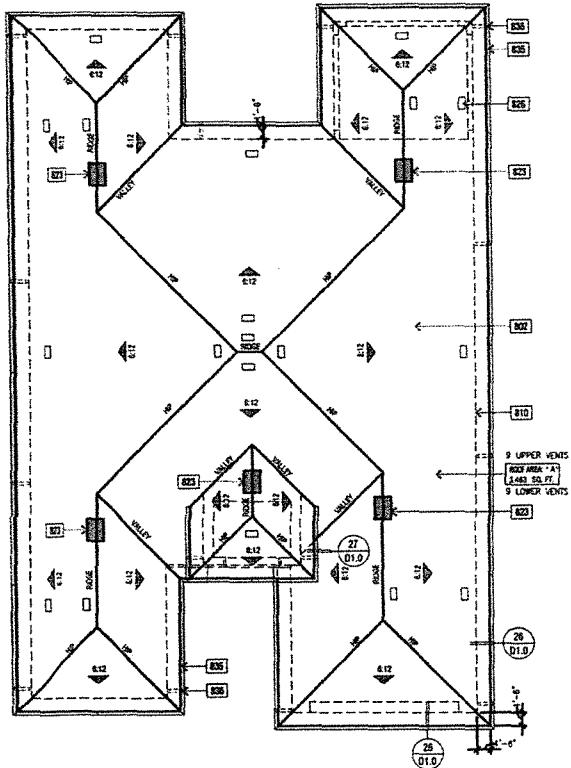
TRACT 5998/6072 - PLAN 2528
CLOVIS, CALIFORNIA

WILSON HOMES
FRESNO, CALIFORNIA

ELEVATIONS - PLAN 2528B

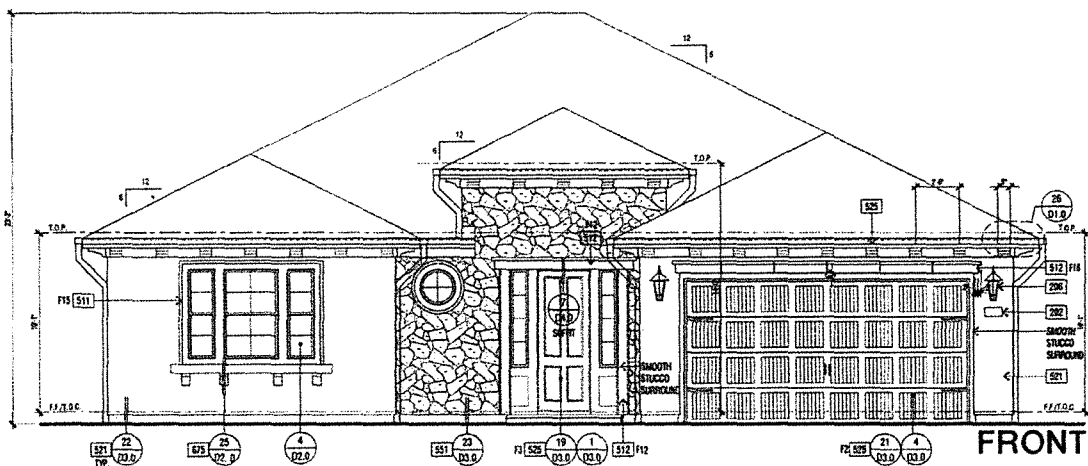
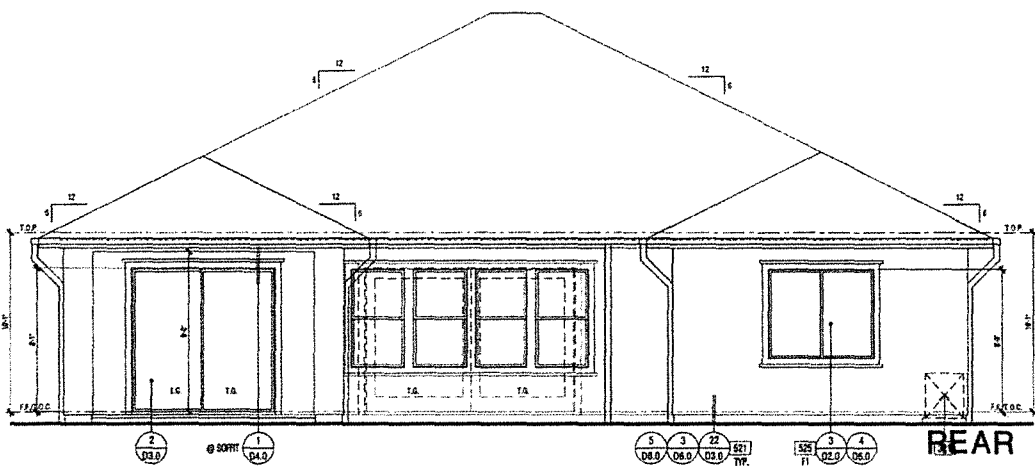
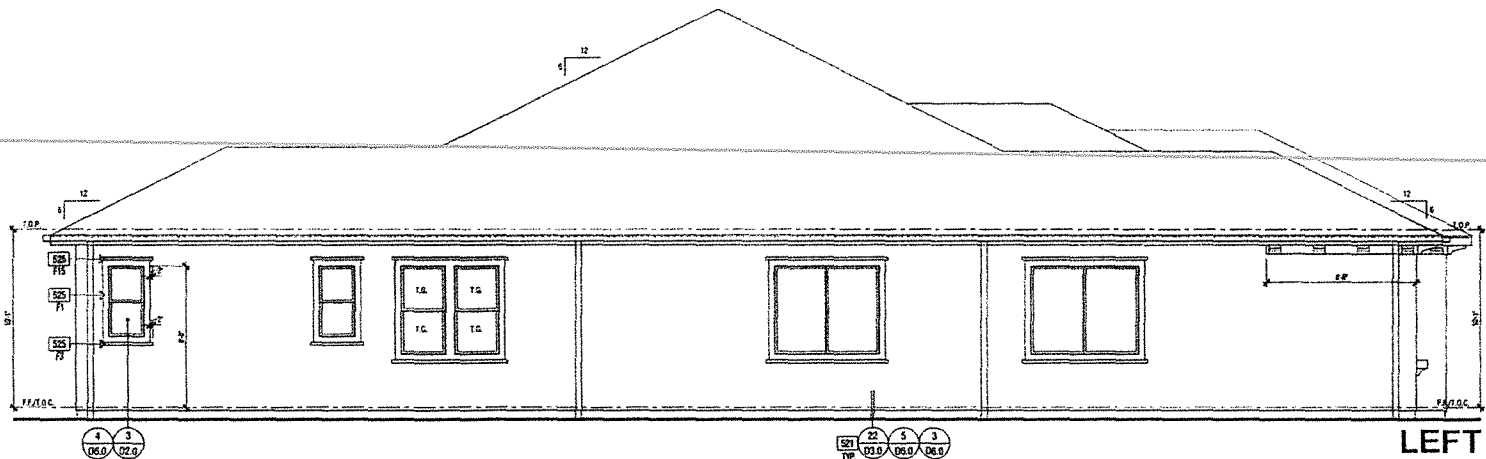
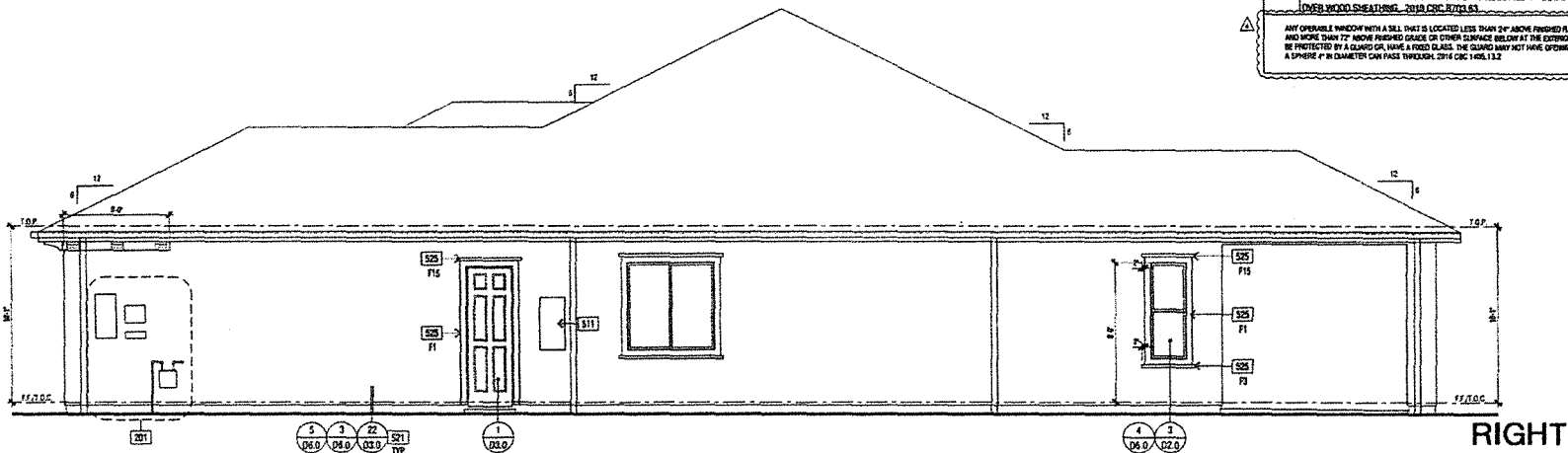
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REVISIONS	
NO.	DATE DESCRIPTION
1	12-08-2017 2016 CODE UPDATE
PROJECT MANAGER: MM	
DESIGNER: BVAM	
DRAWN BY:	
REVIEWED BY:	
1ST BLDG. DEPT. SUBMITTAL:	
ISSUED FOR CONSTRUCTION:	
JOB NUMBER: 201232	
CAD FILE NAME: A46	
DATE: 04-10-17	SHEET: A4.6

2013352 - 04-10-17 - 2016 CODE UPDATE



ROOF VENTILATION		CALCULATION FACTOR: 1/300	
MIN. VENTILATION REQUIRED:	TOTAL 1862	MIN. PROVIDED:	1278
MIN. VENTILATION REQUIRED:	HIGH 821	MIN. PROVIDED:	889
MIN. VENTILATION REQUIRED:	LOW 732	MIN. PROVIDED:	889
HIGH VENTILATION METHOD:		HIGH VENT AREA:	
CLOSED VENT - CORRUGATED TILE	99	MIN. PROVIDED:	889
LOW VENTILATION METHOD:		LOW VENT AREA:	
CLOSED VENT - CORRUGATED TILE	99	MIN. PROVIDED:	889

ELEVATION KEY NOTES	
NAME	NOTE
201	UTILITY EQUIPMENT AND SERVICE PANELS - VERIFY LOCATION
202	INTEGRALLY ILLUMINATED ADDRESS PANEL - 6" MIN. HIGH BUILDING ADDRESS CHARACTERS PLACED IN SUCH A POSITION TO BE PLAINLY VISIBLE FROM THE STREET. CORRECT OF PHOTO CELL.
209	DECORATIVE WALL SCORING
321	AIR CONDITIONING CONDENSER LOCATION
511	NECESS BOX FOR TANKLESS WATER HEATER - INSTALL PER MFR. INSTRUCTIONS
512	EXTERIOR CEMENT COATED TRIM (PRECAST LOOK) - SIZE/SHAPE PER ELEVATION
521	STUCCO - OMEGA DIAMOND WALL ONE COAT STUCCO ICC-ES ESR-1194 STUCCO TYPE 1 OR 11 PORTLAND CEMENT OVER SPAT 1/2" GUARD ESR-1568 BY START R FOAM
525	STUCCO OVER RIGID FOAM TRIM - FOAM SHAPE PER ELEVATION (SEE DETAIL #15 SHEET 03.0)
531	MANUFACTURED ADHERED STUCCO STONE VENEER BY CULTURED STONE ICC-ES ESR-1364. INSTALL PER MANUFACTURER'S INSTRUCTIONS
675	DECORATIVE WOOD SHELF - PROVIDE SOLID BACKING AND MINIMUM 1/2"x12" GLASS/STAINLESS WATERPROOFING AT ALL MOUNTING POINTS/PENETRATIONS
701	G.I. FLASHING
701	3 LAYERS OF GRADE 10 BUILDING PAPER IS REQUIRED TO BE INSTALLED OVER WOOD SHEATHING - 2019 CBC 1001.1.3
ANY OPERABLE WINDOW WITH A SILL THAT IS LOCATED LESS THAN 20" ABOVE FINISHED FLOOR AND MORE THAN 72" ABOVE FINISHED GRADE OR OTHER SURFACE BELOW AT THE EXTERIOR, MUST BE PROTECTED BY A GUARD OR HAVE A FIXED GLASS. THE GUARD MAY NOT HAVE OPENINGS THAT A SPHERE 4" IN DIAMETER CAN PASS THROUGH. 2019 CBC 1001.1.3.2	



ROOF PLAN		SCALE: 1/8" = 1'-0"	
ELEVATION REFERENCE	C	ELEVATION STYLE: MEDITERRANEAN	
ROOF MATERIAL	STANDARD ROOF DETAIL: 0.1.1	OVERHANG DETAIL: 0.1.1.1	NAME
CONCRETE FLAT TILE	2X6	2X6	1'-6" N/A
NOTE: MANDATORY REQUIREMENTS FOR SOLAR READY BUILDINGS PER CEC SECTION 110.10.			
1. SEE GENERAL NOTES FOR ROOF NOTES.			
2. SPARK ARRESTORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFIC INSTRUCTIONS.			
3. ATTIC ACCESS FOR CEC SECTION 110.10.			
4. PROVIDE ATTIC LIGHT VENTILATION PER CEC SECTION 110.10. THE MINIMUM NET FREE VENTILATING AREA SHALL BE 1/150 OF THE AREA OF THE VENTED SPACE. EXCEPTION: THE MINIMUM NET FREE VENTILATING AREA SHALL BE 1/150 OF THE VENTED SPACE PROVIDED ONE OR MORE OF THE FOLLOWING CONDITIONS ARE MET:			
a. IN CLIMATE ZONES 14 AND 15, A GLASS 1/2" OR 1/4" VAPOR RETARDER IS INSTALLED ON THE WARMER SIDE OF THE CEILING.			
b. NOT LESS THAN 10 PERCENT AND NOT MORE THAN 50 PERCENT OF THE REQUIRED VENTILATING AREA IS PROVIDED BY VENTILATORS LOCATED IN THE UPPER PORTION OF THE ATTIC OR RAFTER SPACE. UPPER VENTILATORS SHALL BE LOCATED NO MORE THAN 2 FEET (0.61 M) BELOW THE ROOF OR HIGHEST POINT OF THE SPACE, MEASURED VERTICALLY. USE THE BALANCE OF THE REQUIRED VENTILATION PROVIDED BY EAVE OR CORNICE VENTS. WHERE THE LOCATION OF WALL OR ROOF FRAMING MEMBERS CONFLICTS WITH THE INSTALLATION OF UPPER VENTILATORS, INSTALLATION MORE THAN 2 FEET (0.61 M) BELOW THE ROOF OR HIGHEST POINT OF THE SPACE SHALL BE INSTALLED.			
ROOF PLAN KEY NOTES			
NAME	NOTE		
802	ROOFING - CONCRETE - FLAT TILE		
810	LINE OF WALL BELOW		
823	PROVIDE 22"x30" OPENING IN PLYWOOD SHEATHING BELOW CALF. FRAMED ROOF FOR SHAPE ATTIC VENTILATION		
826	ROOF VENT - "CLOSED" (SEE ROOF VENTILATION CALCULATIONS)		
835	G.I. METAL GUTTER(S) - VERIFY LOCATION WITH INSTALLER		
836	G.I. METAL DOWNSPOUT(S) - DISCHARGE TO APPROVED SITE DRAINAGE SYSTEM - VERIFY LOCATION WITH INSTALLER		

TRACT 5998/6072 - PLAN 2528

CLOVIS, CALIFORNIA

WILSON HOMES

FRESNO, CALIFORNIA

TRACT NUMBER 5998/6072

SFD

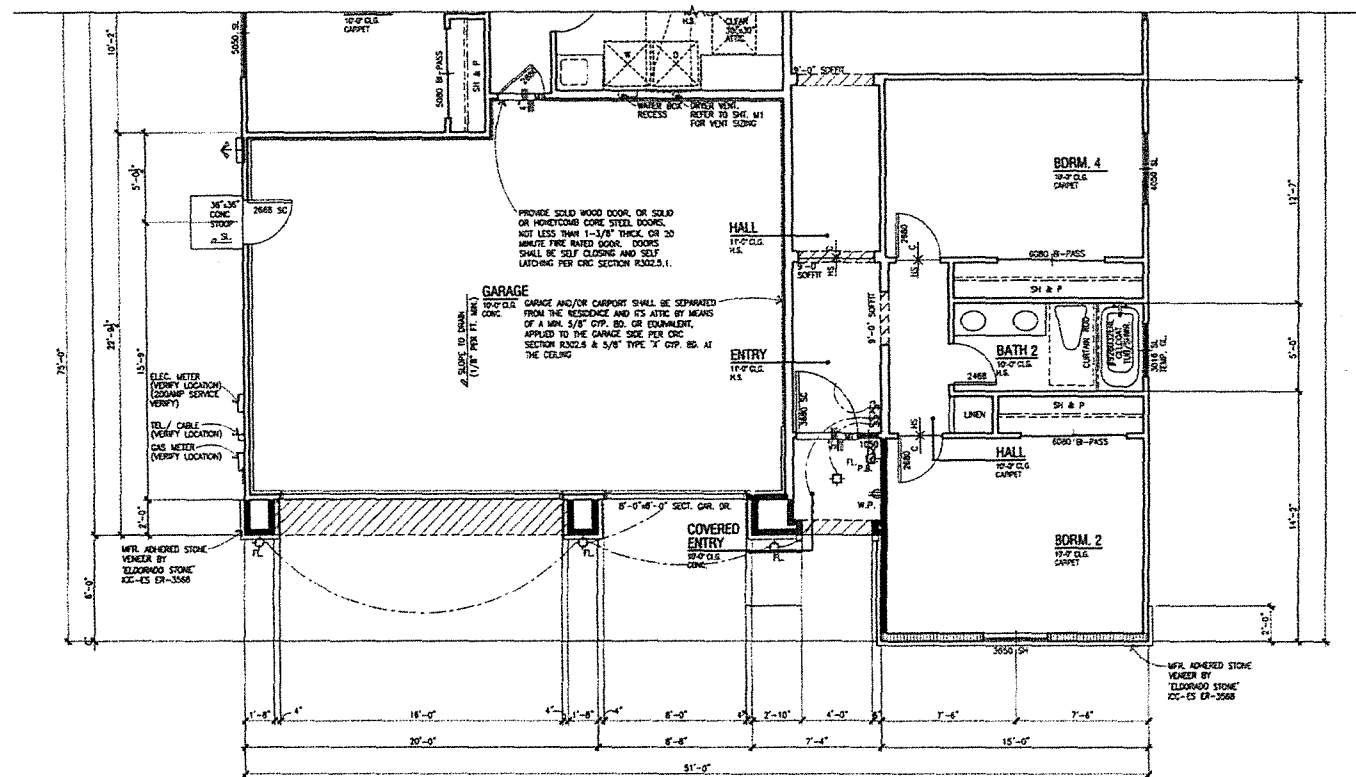
ELEVATIONS - PLAN 2528C

REVISIONS	
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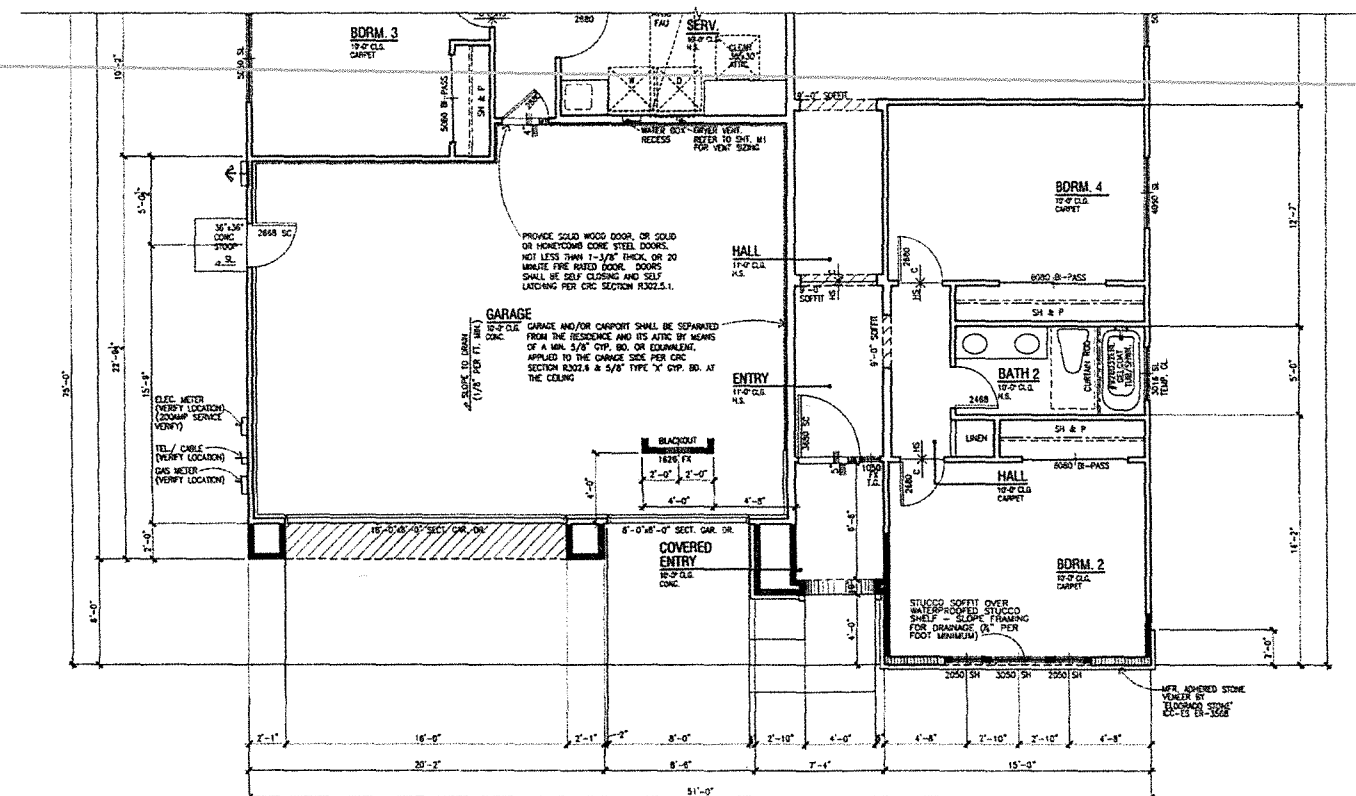
2013352 - 04-10-17 - 2016 CODE UPDATE



TRACT # 6072/5998
S.F.D.



PARTIAL FLOOR PLAN 2700B - TUSCANY



PARTIAL FLOOR PLAN 2700C - CRAFTSMAN

FLOOR PLAN

TUSCAN

FLOOR AREA TABLE	PLAN 2700B
FLOOR PLAN	2700 SQ. FT.
GARAGE	687 SQ. FT.
ENTRY	27 SQ. FT.
REAR PATIO	152 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION

FLOOR PLAN NOTES

1. ATTIC: ACCESS PER CIRC 1007, DRAFTING PER CIRC 1007-11 AND VENTILATION PER CIRC 1007-11.
2. EMERGENCY ESCAPE AND RESCUE OPENING PER CIRC 1007-11.1.
3. GLASS PER CIRC 1007-11.1.
4. FACTORY-MANUFACTURED AND GLAZED PER CIRC 1007-11.1.1.
5. CORNER SECTION 1007-11.1.1.1.
6. COMBINATION AIR TO FORCED AIR UNIT PER CIRC 1007-11.1.1.
7. COMBINATION AIR TO FORCED AIR UNIT PER CIRC 1007-11.1.1.
8. MECHANICAL EQUIPMENT LOCATION AND PROTECTION PER CIRC 1007-11.1.1.
9. MECHANICAL EQUIPMENT LOCATION AND PROTECTION PER CIRC 1007-11.1.1.
10. MECHANICAL EQUIPMENT LOCATION AND PROTECTION PER CIRC 1007-11.1.1.
11. MECHANICAL EQUIPMENT LOCATION AND PROTECTION PER CIRC 1007-11.1.1.
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20. MECHANICAL EQUIPMENT LOCATION AND PROTECTION PER CIRC 1007-11.1.1.

CRAFTSMAN

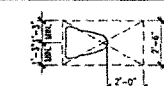
FLOOR AREA TABLE	PLAN 2700C
FLOOR PLAN	2700 SQ. FT.
GARAGE	687 SQ. FT.
ENTRY	27 SQ. FT.
REAR PATIO	152 SQ. FT.

NOTE: SQUARE FOOTAGE MAY VARY DUE TO METHOD OF CALCULATION



INTERIOR ELEVATION KEY

REQUIRED FLOOR CLEARANCES
AT WATER CLOSETS - TYPICAL



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

PLAN 2700 - ADDENDA FLOOR PLANS B TUSCANY & C CRAFTSMAN

PLAN 2700
CLOVIS, CA.

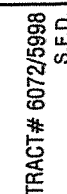
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FRESNO, CALIFORNIA

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NO.	DATE	DESCRIPTION
1	02-17-17	2016 CODE UPDATE
2		
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PROJECT MANAGER:	WILLIAM
DESIGNER:	WILLIAM
DRAWN BY:	WILLIAM
REVIEWED BY:	WILLIAM
1ST BLDG. DEPT. SUBMITTAL:	04-22-15
ISSUED FOR CONSTRUCTION:	
JOB NUMBER:	2013219
CAD FILE NAME:	13219A11.1
DATE:	02-17-17
SHEET:	A11.1.1

2013219 - 02-17-17 - 2016 CODE UPDATE



PLAN 2700A - EARLY CALIFORNIA / SANTA BARBARA EXTERIOR ELEVATIONS AND ROOF PLAN

PLAN 2700
CLOVIS, CA.

WILSON HOMES
FRESNO, CALIFORNIA

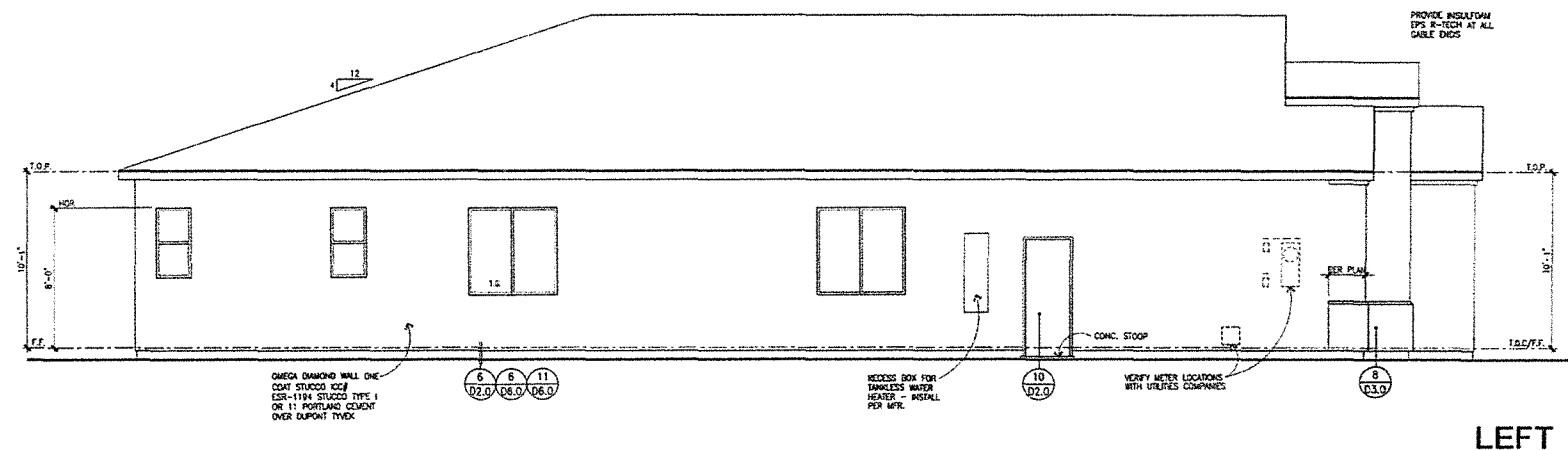
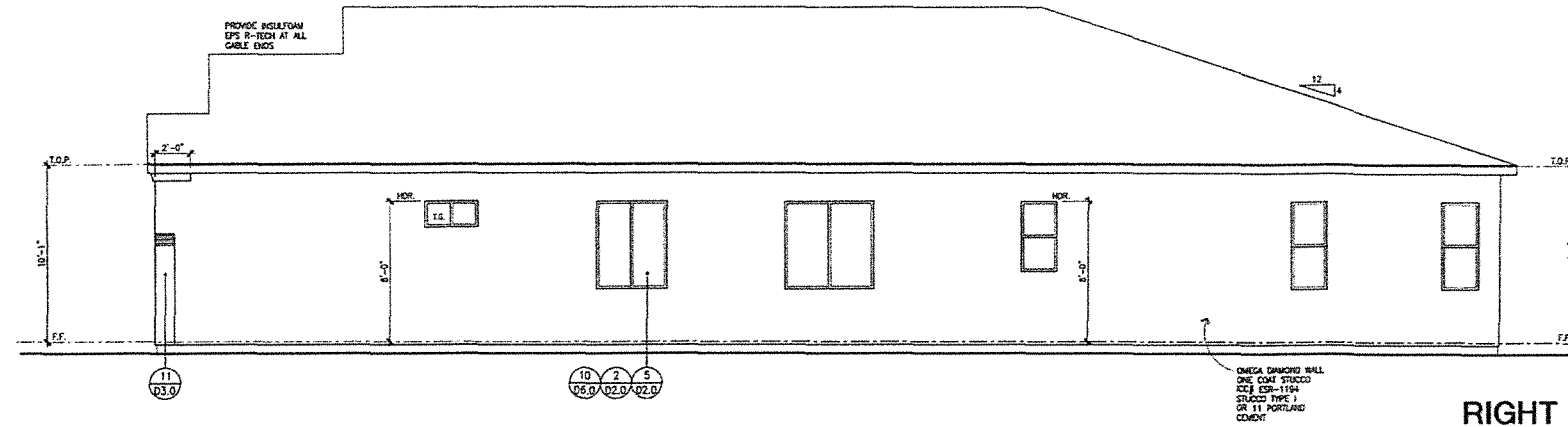
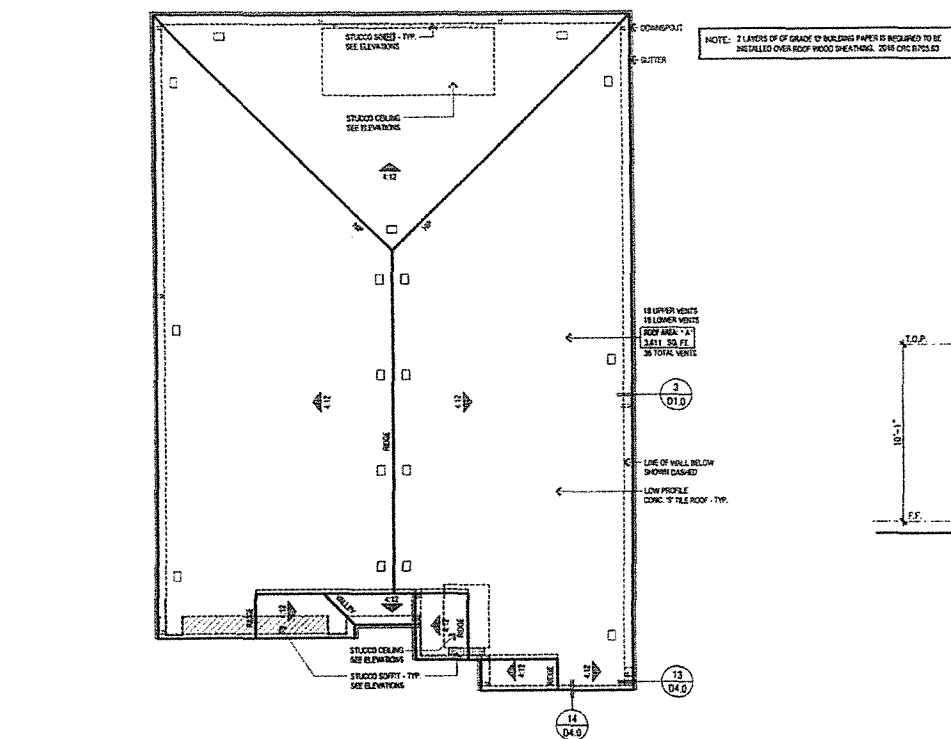
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DO NOT SCALE PLANS






[illegible]

2013219 - 02-17-17 - 2016 CODE UPDATE



ROOF PLAN SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

ELEVATION REFERENCE: A		ELEVATION STYLE: EARLY CALIFORNIA/SANTA BARBARA				ROOF PLAN LEGEND	
ROOF MATERIAL	STANDARD ROOF DETAIL U.L.O.	FASCIA - U.L.O.	EARGE - U.L.O.	OVERHANG DIM. - U.L.O.		   	
				CASE	RANGE		
LOW PROFILE CONCRETE "S" TILE "ROMBERG TILE" OR AGG		2X6	2X6	1'-0"	6"		

ROOF PLAN NOTES

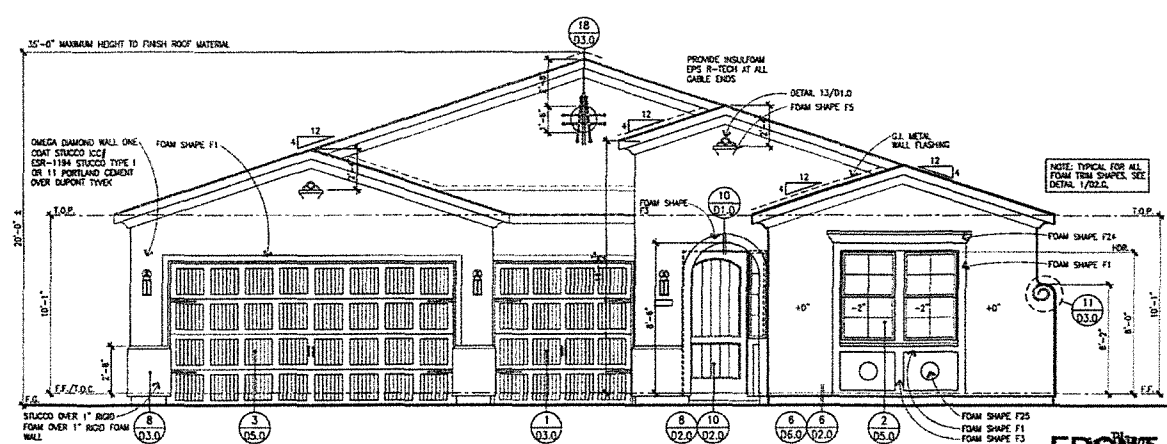
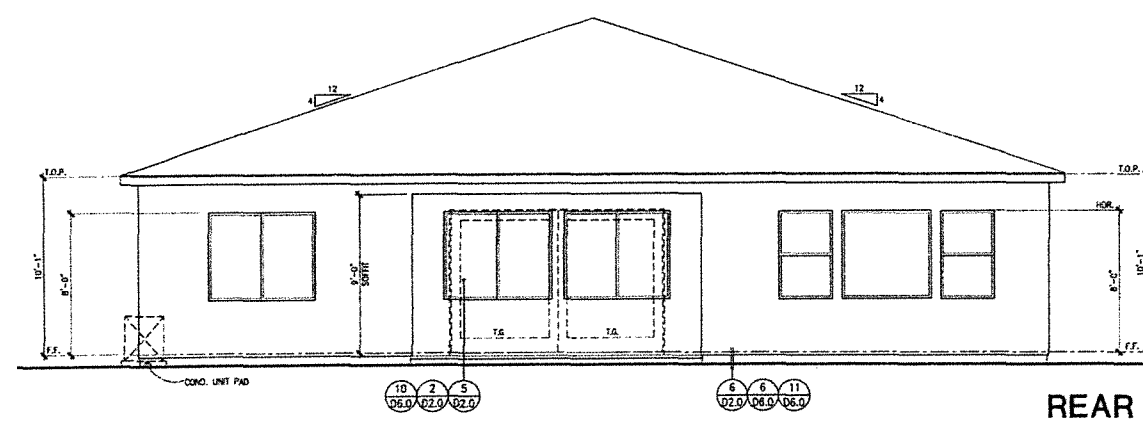
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ROOF ATTIC AREA **A** **3611** SQ. FT. **CALCULATION FACTOR:** **1/300**
51984 SQ. IN.

MIN. VENTILATION REQUIRED:	TOTAL	1733	SQ. IN.	TOTAL PROVIDED:	1755	SQ. IN.
MIN. VENTILATION REQUIRED:	HIGH	867	SQ. IN.	TOTAL HIGH PROVIDED:	878	SQ. IN.
MIN. VENTILATION REQUIRED:	LOW	867	SQ. IN.	TOTAL LOW PROVIDED:	878	SQ. IN.

HIGH VENTILATION METHOD	SIZE	FREE AREA	QUANTITY	FREE VENT AREA
CLOAKED VENT - CONC.S-TILE	96	SQ. IN X	9	878 SQ. IN
			TOTAL PROVIDED:	878 SQ. IN

LOW VENTILATION METHOD	SIZE	FREE AREA	QUANTITY	FREE VENT AREA
CLOAKED VENT - CONC. S-TILE	•	58	SQ. IN. X 9	878 SQ. IN.
			TOTAL PROVIDED:	878 SQ. IN.



EXTERIOR ELEVATIONS - PLAN 2700A - EARLY CALIFORNIA / SANTA BARBARA

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



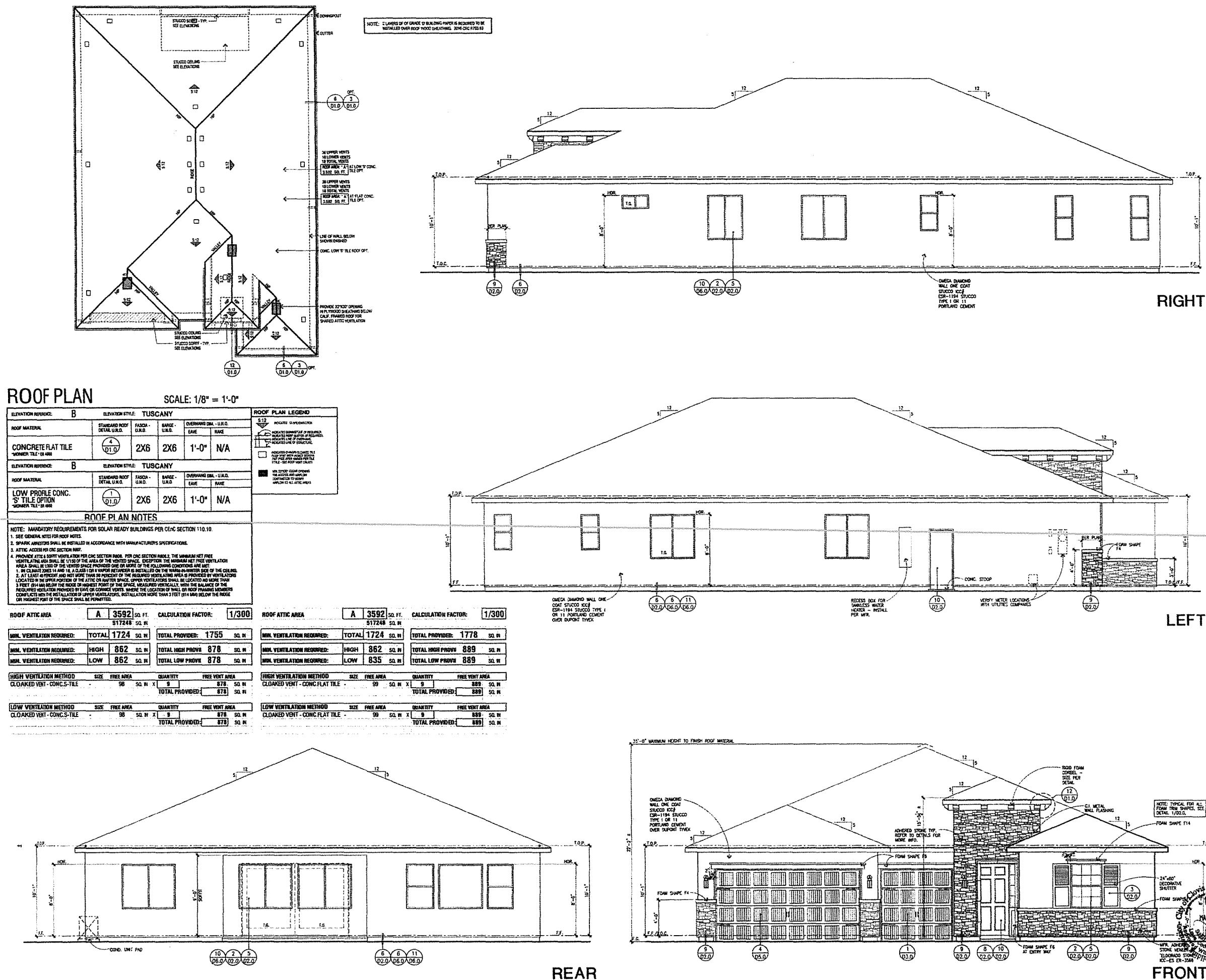
PLAN 2700
CLOVIS, CA.

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DO NOT SCALE PLANS

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2013219 - 02-17-17 - 2016 CODE UPDATE



EXTERIOR ELEVATIONS - PLAN 2700B - TUSCANY

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



PLAN 2700
CLOVIS, CA.

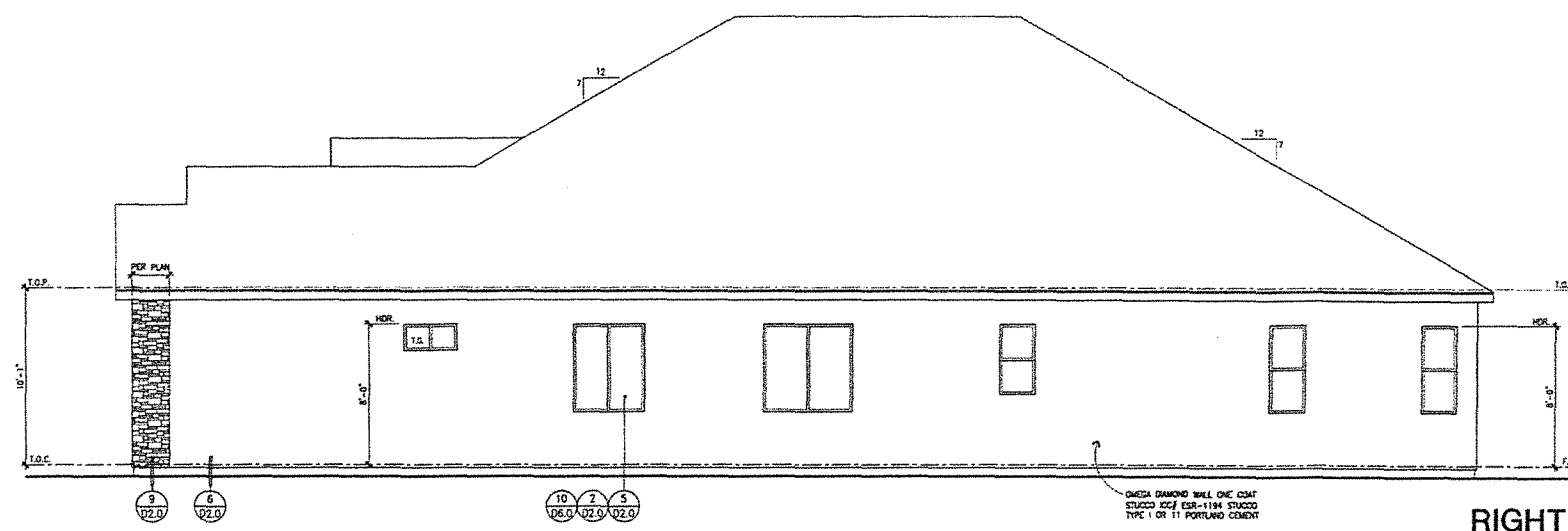
WILSON HOMES
FRESNO, CALIFORNIA

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THESE PLANS BY A THIRD PARTY, THE THIRD PARTY SHALL HOLD
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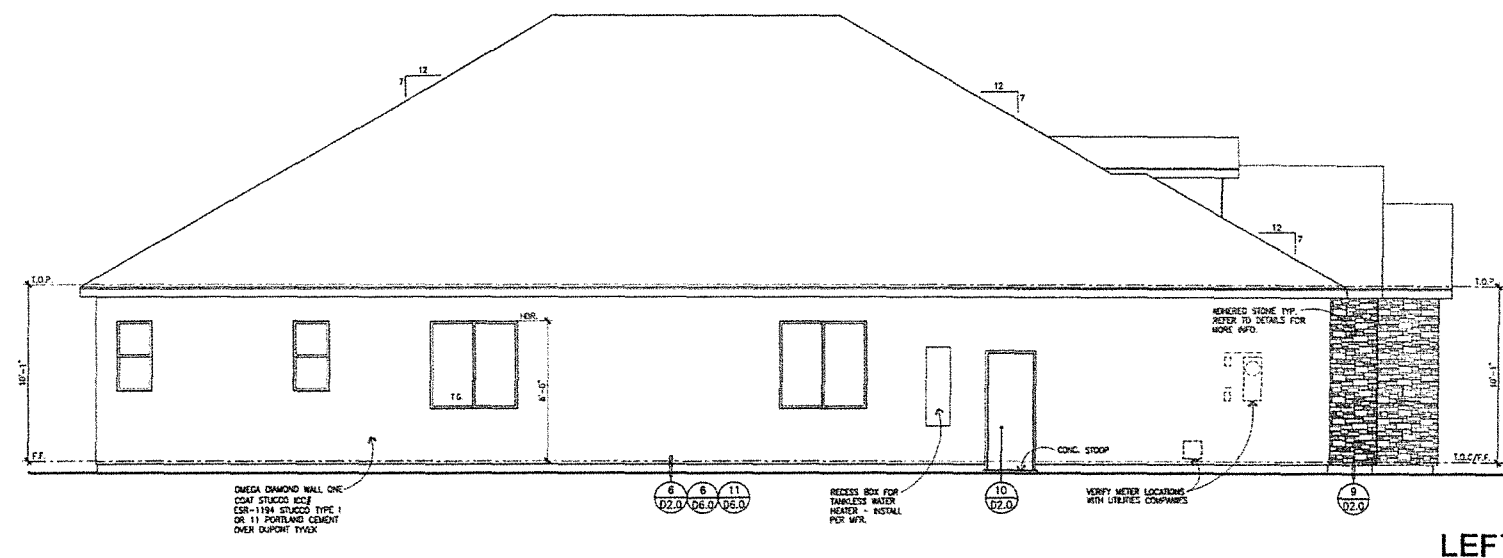
DO NOT SCALE PLANS

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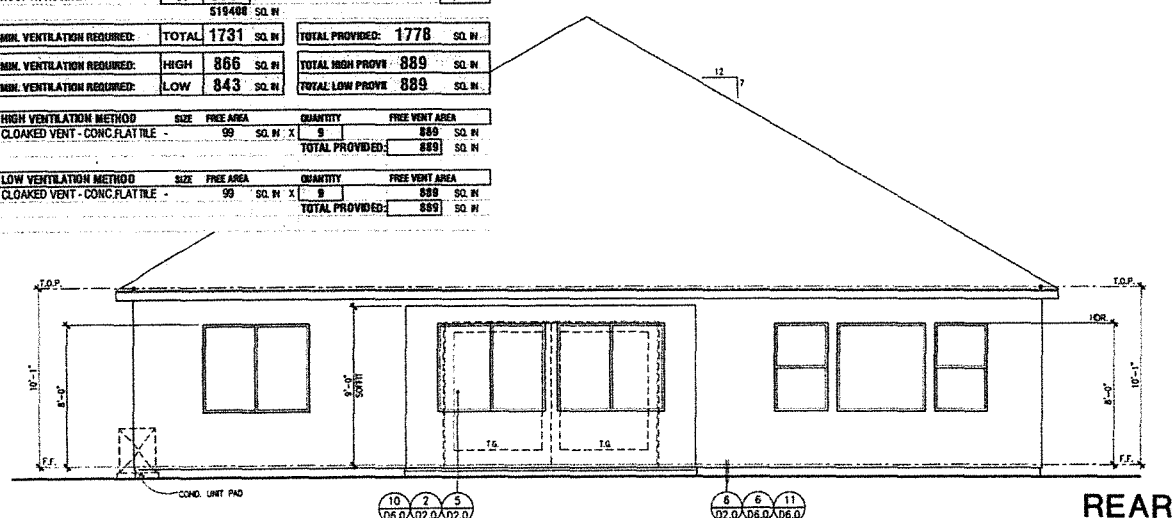
2013219 - 02-17-17 - 2016 CODE UPDATE



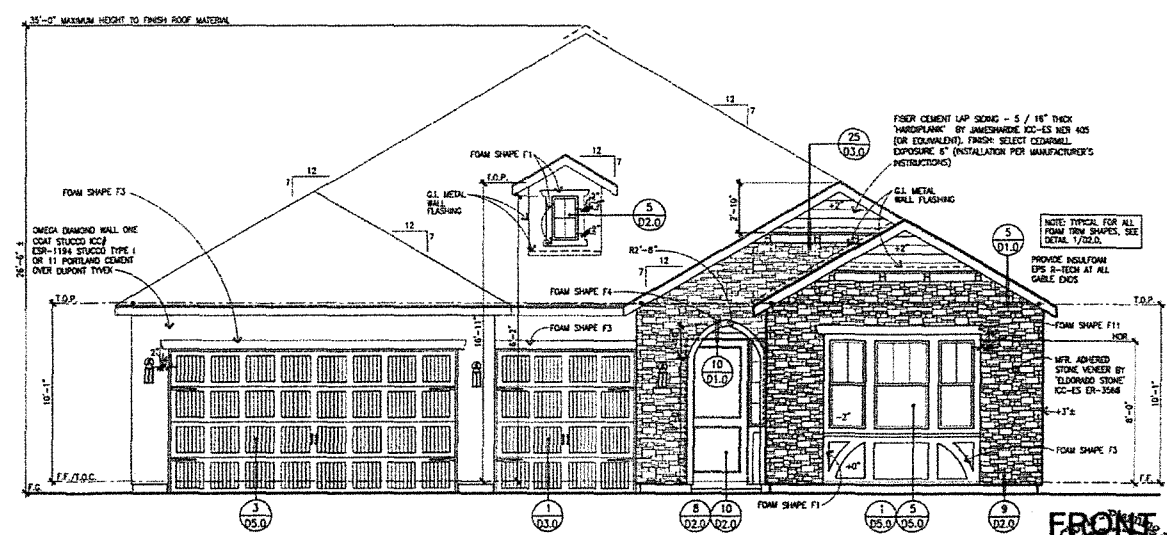
RIGHT



LEFT



REAR



FRONT

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

PLAN 2700C CRAFTSMAN - EXTERIOR ELEVATIONS & ROOF PLAN

EXTERIOR ELEVATIONS - PLAN 2700C - CRAFTSMAN

ROOF PLAN SCALE: 1/8" = 1'-0"

[illegible]

ROOF ATTIC AREA	A	3607	SQ. FT.	CALCULATION FACTOR:	1/300	
		519408	SQ. IN.			
MIN. VENTILATION REQUIRED:	TOTAL	1731	SQ. IN.	TOTAL PROVIDED:	1755	SQ. IN.
MIN. VENTILATION REQUIRED:	HIGH	866	SQ. IN.	TOTAL HIGH PROVIDE	878	SQ. IN.
MIN. VENTILATION REQUIRED:	LOW	866	SQ. IN.	TOTAL LOW PROVIDE	878	SQ. IN.

HIGH VENTILATION METHOD	SIZE	FREE AREA	QUANTITY	FREE VENT AREA
CLOAKED VENT - CONC.S-TILE	96	SQ. IN. X	9	878 SQ. IN.
			TOTAL PROVIDED:	878 SQ. IN.

LOW VENTILATION METHOD	SIZE	FREE AREA	QUANTITY	FREE VENT AREA
CLOAKED VENT - CONC-S-TILE	96	SQ. IN. X	9	878 SQ. IN.
			TOTAL PROVIDED	878 SQ. IN.

ROOF ATTIC AREA **A** **3607** SQ. FT. **CALCULATION FACTOR:** **1/300**
519400 SQ. IN.

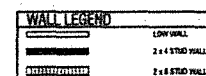
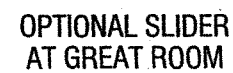
MIN. VENTILATION REQUIRED:	TOTAL	1731	SQ. IN.	TOTAL PROVIDED:	1778	SQ. IN.
MIN. VENTILATION REQUIRED:	HIGH	866	SQ. FT.	TOTAL HIGH PROVIDED:	889	SQ. IN.
MIN. VENTILATION REQUIRED:	LOW	843	SQ. IN.	TOTAL LOW PROVIDED:	889	SQ. IN.

HIGH VENTILATION METHOD	SIZE	PRICE AREA	QUANTITY	PRICE VENT AREA
CLOAKED VENT - CONC.FLATILE -	99	SQ. M. X	9	889 SQ. M.
			TOTAL PROVIDED	889 SQ. M.

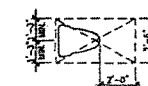
LOW VENTILATION METHOD	SIZE	FREE AREA	QUANTITY	FREE VENT AREA
CLOAKED VENT - CONC. FLAT TILE	99	SQ. IN X	8	888 SQ. IN
TOTAL DOWNSIDE			888	SQ. IN

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

- TRACT:5998
S.F.D.



**REQUIRED FLOOR CLEARANCES
AT WATER CLOSETS - TYPICAL**



EARLY CALIFORNIA/SANTA BARBARA	
STANDARD PLAN	SPN #2022
FLOOR AREA TABLE	PLAN 3522A
LOWER FLOOR PLAN	1,981 SQ. FT.
UPPER FLOOR PLAN	1,541 SQ. FT.
TOTAL	3,522 SQ. FT.
GARAGE	673 SQ. FT.
CALIFORNIA ROOM	146 SQ. FT.
COVERED ENTRY	79 SQ. FT.

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

PLAN 3522A EARL CALIFORNIA / SANTA BARBARA - FLOOR PLAN & OPTIONS

PLAN 3522
CLOVIS, CA.

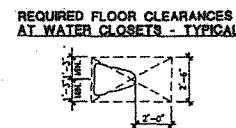
WILSON HOMES
FRESNO, CALIFORNIA

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[illegible]

2013219 - 09-25-17

FLOOR PLAN & OPTIONS - EARLY CALIFORNIA / SANTA BARBARA

2013219 - 09-25-17

FLOOR PLAN & OPTIONS - EARLY CALIFORNIA / SANTA BARBARA

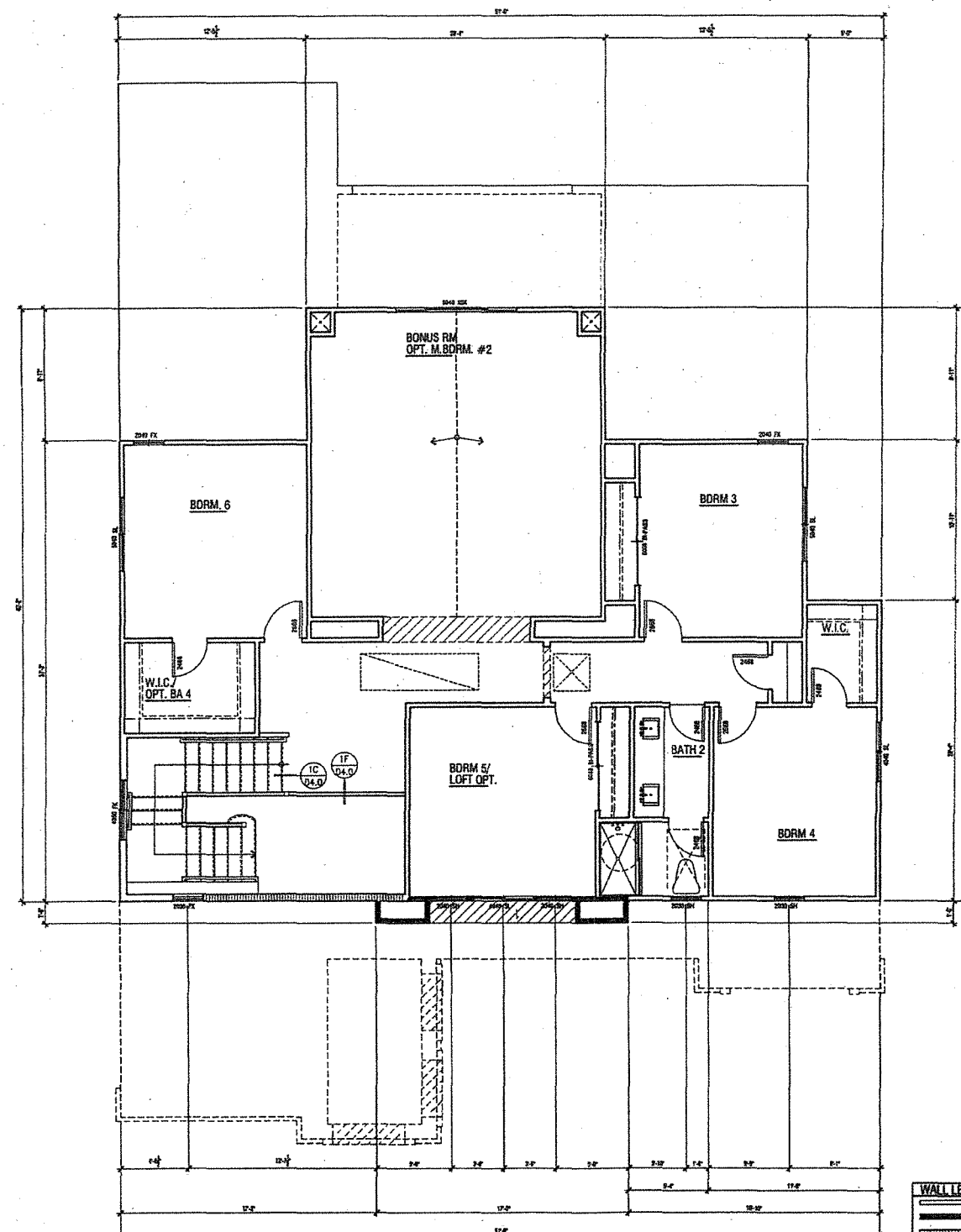
SCALE: 1/4" = 1'-0"

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W
WILLIAM HEZMALHALCH
ARCHITECTS INC.
2050 REDHILL AVENUE SUITE 200 SANTA ANA CA 92705 0543
949 250 0557 www.hezmalhalch.com fax 949 250 1529

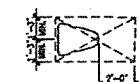


TRACT:5998



WALL LEGEND	
	LOW WALL
	2 x 4 STUD WALL
	2 x 6 STUD WALL

REQUIRED FLOOR CLEARANCES
AT WATER CLOSETS - TYPICAL



TUSCAN		SPR 1/2" x 1/2" x 1/2"
STANDARD PLAN		PLAN 1/2" x 1/2" x 1/2"
FLOOR AREA TABLE		
LOWER FLOOR PLAN	1,961	SQ. FT.
UPPER FLOOR PLAN	1,541	SQ. FT.
TOTAL	3,522	SQ. FT.
GARAGE	673	SQ. FT.
CALIFORNIA ROOM	146	SQ. FT.
COVERED ENTRY	89	SQ. FT.

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

PLAN 3522B TIUSCAN ADDENDA E1 00B PI AN

PLAN 3522
CLOVIS, CA.

WILSON HOMES
FRESNO, CALIFORNIA[illegible]

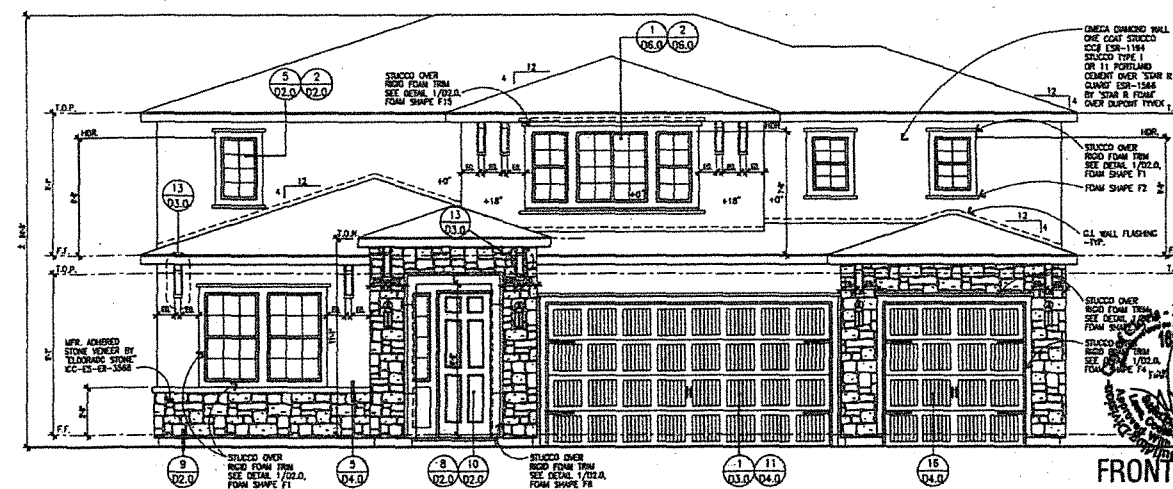
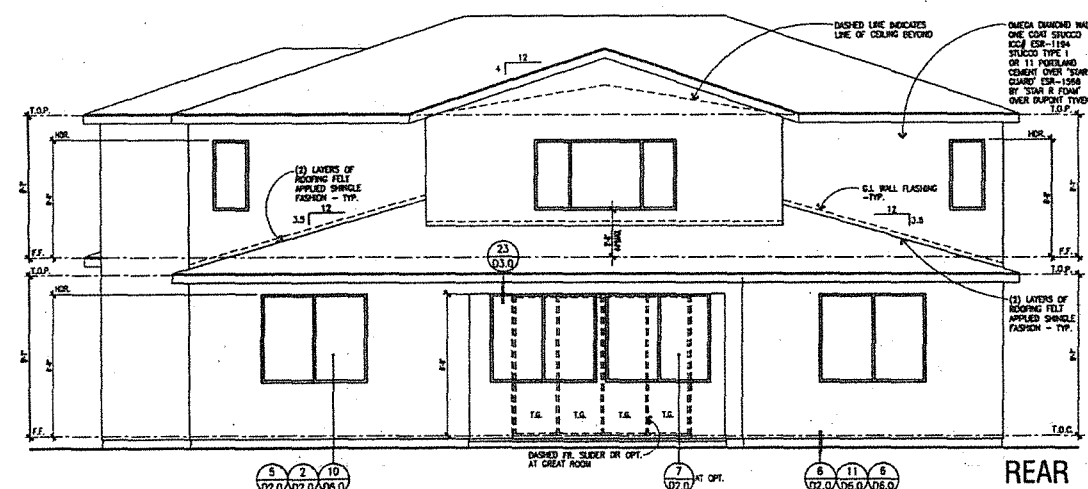
2013219 - 09-25-17



SOLAR READY NOTE

NOTE DUE TO THE SMALL ROOF AREAS FOR SOLAR ARRAY PLACEMENTS, THIS PROJECT IS BEING BUILT UNDER THE MANDATORY REQUIREMENTS FOR SOLAR READY BUILDINGS • 2016 CALIFORNIA ENERGY CODE, SECTION 110.10, SINGLE-FAMILY RESIDENCES EXCEPTED 7 TO SECTION 110.100(A). PLEASE REFER TO THE ELECTRICAL PLANS, SHEET A12_2, FOR SOLAR READY COMPLIANCE.

ROOF ATTIC AREA		A		1744 SQ. FT. 251158 SQ. IN.	CALCULATION FACTOR:		1/300
MIN. VENTILATION REQUIRED:		TOTAL		837 SQ. IN.	TOTAL PROVIDED:		975 SQ. IN.
MIN. VENTILATION REQUIRED:		HIGH		419 SQ. IN.	TOTAL HIGH PROVIDED:		488 SQ. IN.
MIN. VENTILATION REQUIRED:		LOW		419 SQ. IN.	TOTAL LOW PROVIDED:		488 SQ. IN.
HIGH VENTILATION METHOD		SIZE		FREE AREA	QUANTITY		FREE VENT AREA
CLOSED VENT - CONC. S-TILE		SQ.		SQ. IN. X	1		488 SQ. IN.
					TOTAL PROVIDED:		488 SQ. IN.
LOW VENTILATION METHOD		SIZE		FREE AREA	QUANTITY		FREE VENT AREA
CLOSED VENT - CONC. S-TILE		SQ.		SQ. IN. X	1		488 SQ. IN.
					TOTAL PROVIDED:		488 SQ. IN.
ROOF ATTIC AREA		B		438 SQ. FT. 63872 SQ. IN.	CALCULATION FACTOR:		1/300
MIN. VENTILATION REQUIRED:		TOTAL		210 SQ. IN.	TOTAL PROVIDED:		390 SQ. IN.
MIN. VENTILATION REQUIRED:		HIGH		105 SQ. IN.	TOTAL HIGH PROVIDED:		195 SQ. IN.
MIN. VENTILATION REQUIRED:		LOW		105 SQ. IN.	TOTAL LOW PROVIDED:		195 SQ. IN.
HIGH VENTILATION METHOD		SIZE		FREE AREA	QUANTITY		FREE VENT AREA
CLOSED VENT - CONC. S-TILE		SQ.		SQ. IN. X	2		195 SQ. IN.
					TOTAL PROVIDED:		195 SQ. IN.
LOW VENTILATION METHOD		SIZE		FREE AREA	QUANTITY		FREE VENT AREA
CLOSED VENT - CONC. S-TILE		SQ.		SQ. IN. X	2		195 SQ. IN.
					TOTAL PROVIDED:		195 SQ. IN.
ROOF ATTIC AREA		C		713 SQ. FT. 1027872 SQ. IN.	CALCULATION FACTOR:		1/300
MIN. VENTILATION REQUIRED:		TOTAL		342 SQ. IN.	TOTAL PROVIDED:		390 SQ. IN.
MIN. VENTILATION REQUIRED:		HIGH		171 SQ. IN.	TOTAL HIGH PROVIDED:		195 SQ. IN.
MIN. VENTILATION REQUIRED:		LOW		171 SQ. IN.	TOTAL LOW PROVIDED:		195 SQ. IN.
HIGH VENTILATION METHOD		SIZE		FREE AREA	QUANTITY		FREE VENT AREA
CLOSED VENT - CONC. S-TILE		SQ.		SQ. IN. X	2		195 SQ. IN.
					TOTAL PROVIDED:		195 SQ. IN.
LOW VENTILATION METHOD		SIZE		FREE AREA	QUANTITY		FREE VENT AREA
CLOSED VENT - CONC. S-TILE		SQ.		SQ. IN. X	2		195 SQ. IN.
					TOTAL PROVIDED:		195 SQ. IN.



PLAN 3522
CLOVIS, CA.

WILSON HOMES
FRESNO, CALIFORNIA

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2013219 - 09-25-17

EXTERIOR ELEVATIONS & ROOF PLAN - TUSCAN

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

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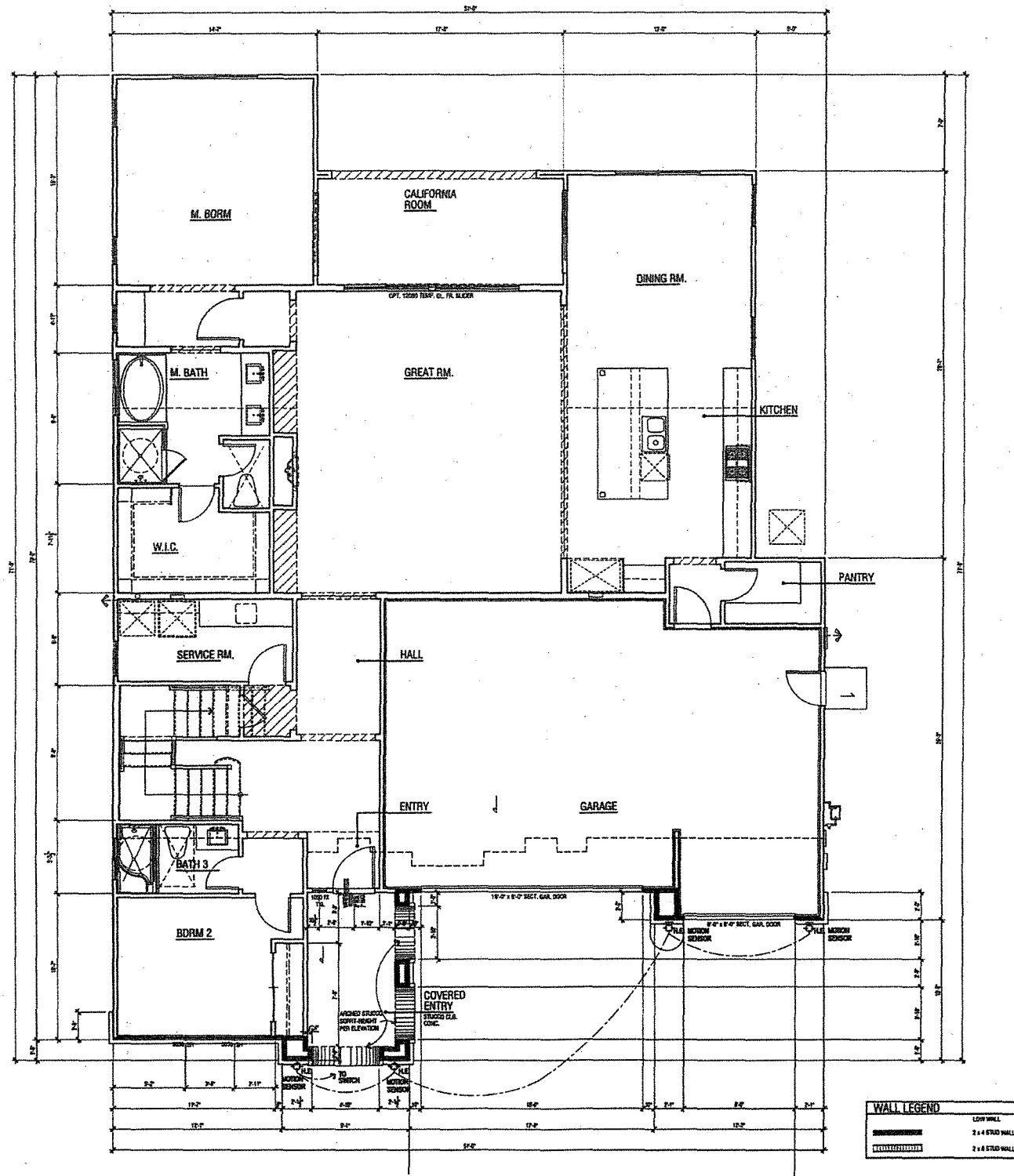
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DO	NOT	SCALE	PLANS
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2013219 - 09-25-17



FLOOR PLAN - CRAFTSMAN

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

CRAFTSMAN

STANDARD PLAN	
FLOOR AREA TABLE	PLAN
LOWER FLOOR PLAN	1,981
UPPER FLOOR PLAN	1,541 SQ. FT.
TOTAL	3,522 SQ. FT.
GARAGE	673 SQ. FT.
CALIFORNIA ROOM	146 SQ. FT.
COVERED ENTRY	89 SQ. FT.



PLAN 3522
CLOVIS, CA.

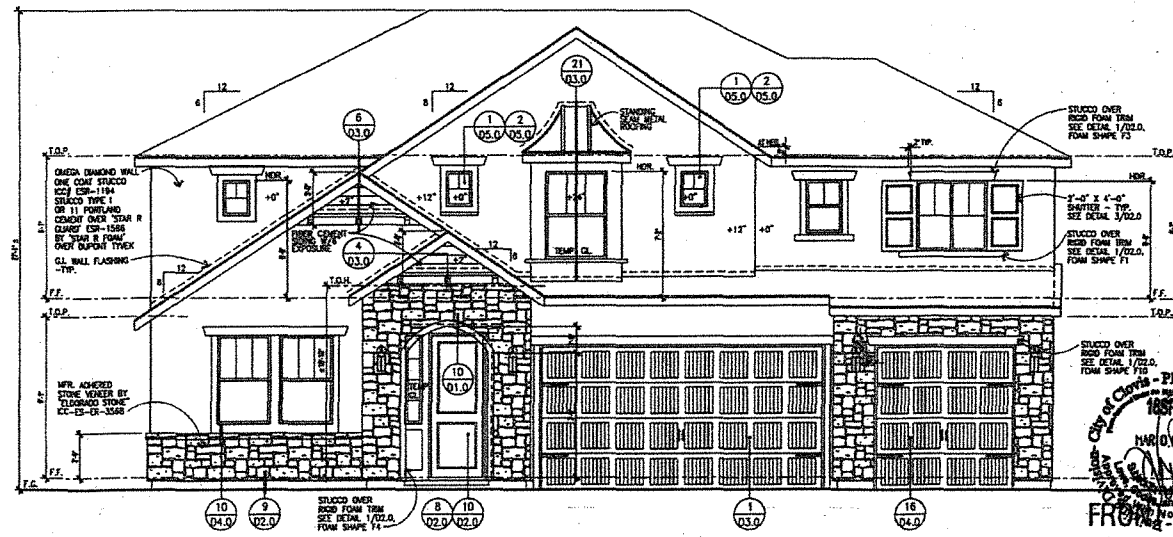
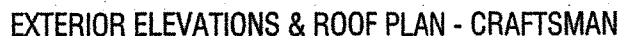
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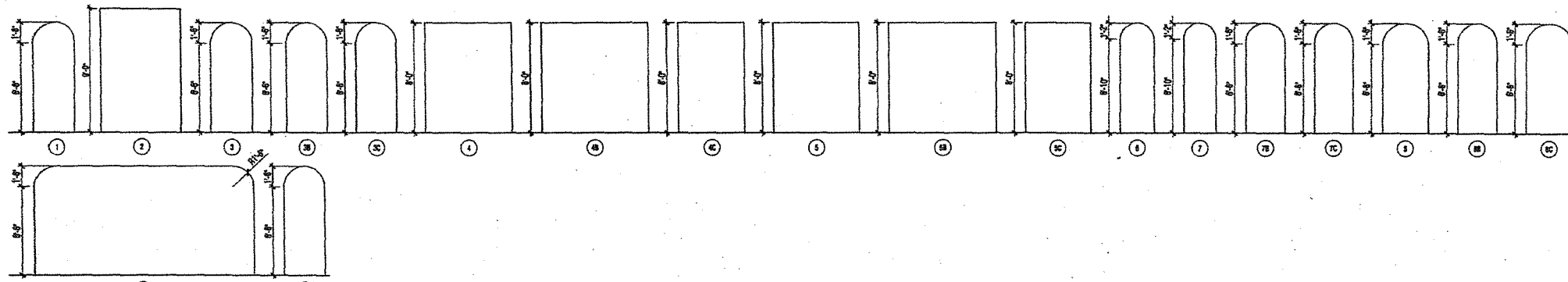
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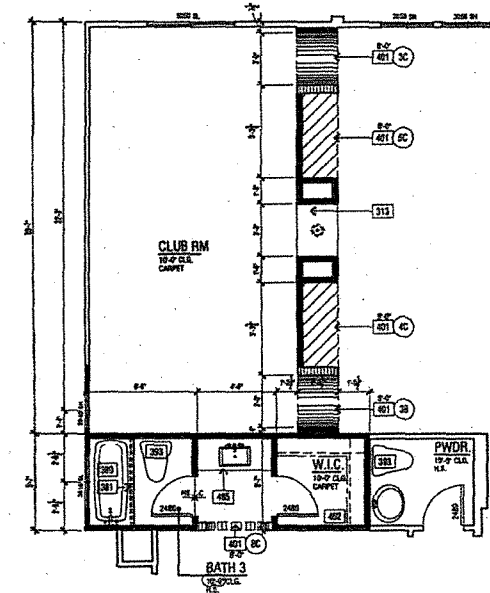
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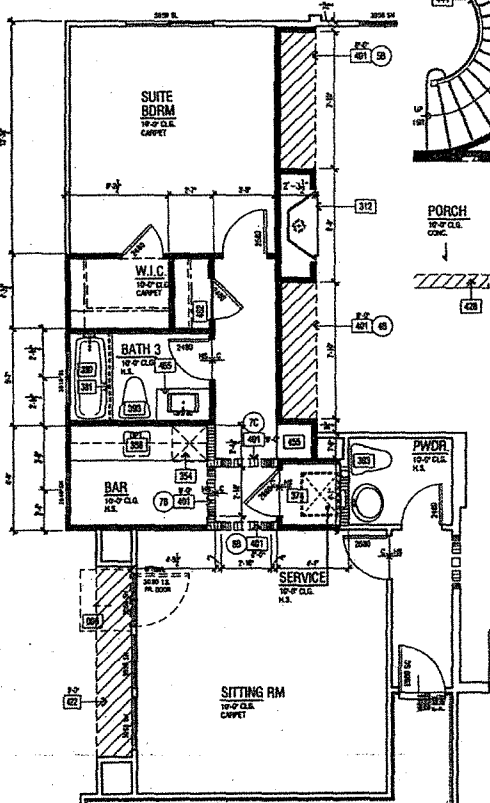
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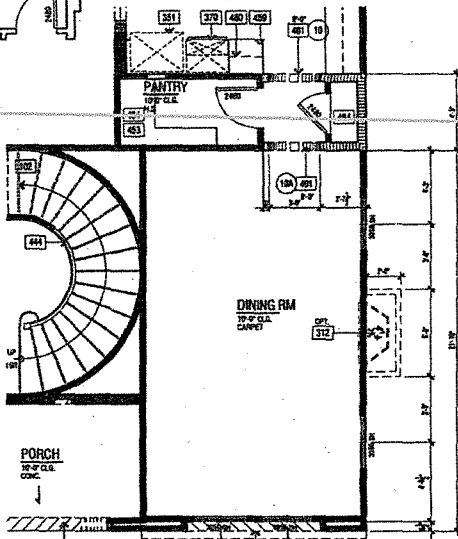
SOFFIT PROFILES



CLUB RM OPT.

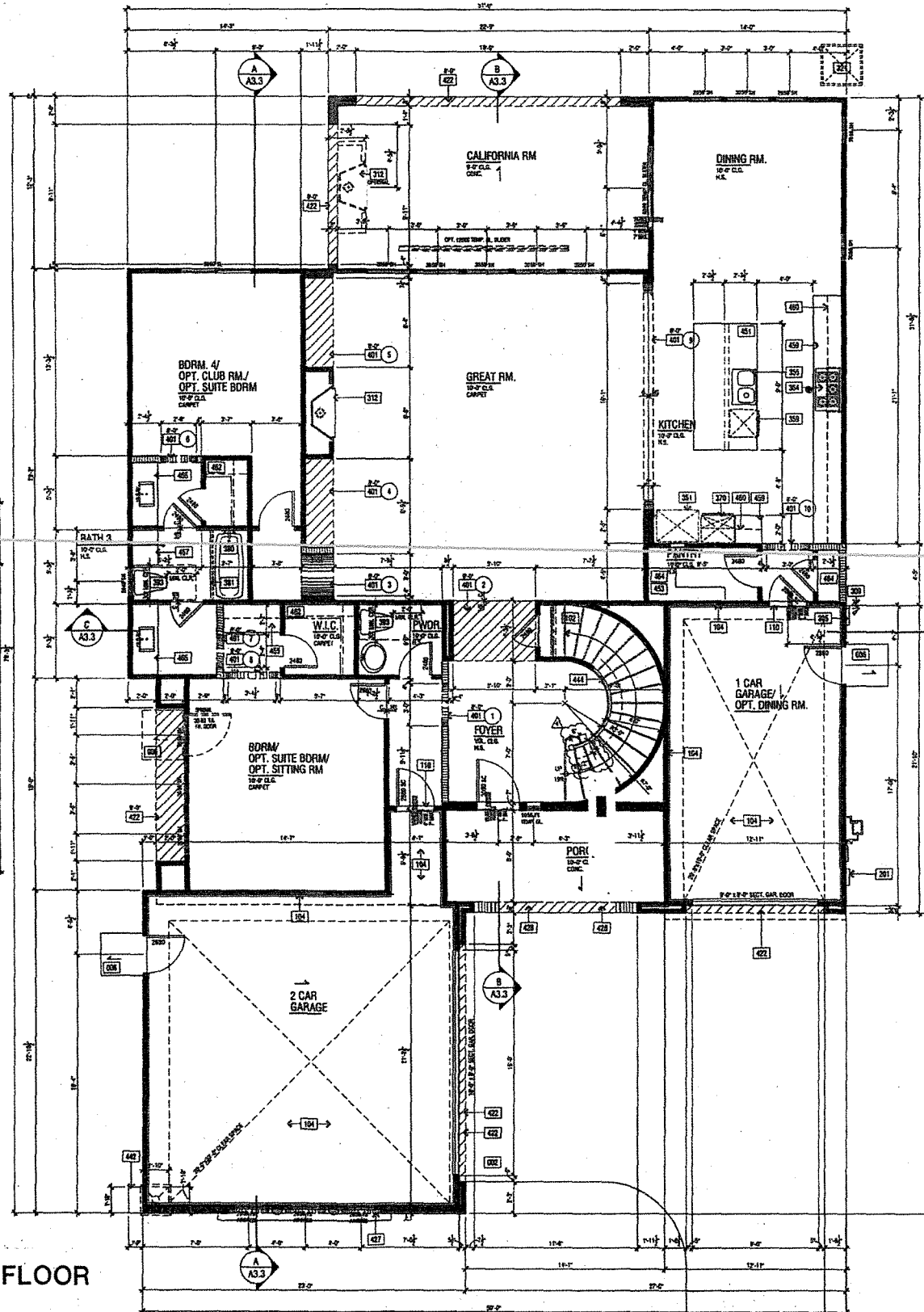


SUITE OPT.



OPT. DINING RM.

WITH DINING ROOM		PLAN 3912A	
FLOOR AREA TABLE			
LOWER FLOOR PLAN	2286	SQ. FT.	
UPPER FLOOR PLAN	1911	SQ. FT.	
TOTAL	4177	SQ. FT.	
2 CAR GARAGE	526	SQ. FT.	
CALIFORNIA ROOM	279	SQ. FT.	
COVERED ENTRY/PORCH	111	SQ. FT.	



LOWER FLOOR PLAN

FLOOR PLAN KEY NOTES	
NO.	NOTE
102	CONCRETE DRIVE (BY OTHERS)
103	ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER STAIR SURFACE AND ANY SLOTTED PROTECTORS ON THE ENCLOSED SIDE WITH 1/2" GYPSUM BOARD PER CBC SECTION 1002.7.
104	GARAGE AND/OR CARPORT WITH HABITABLE ROOMS ABOVE SHALL BE SEPARATED FROM THE RESIDENCE BY A MIN. 5/8" TYPE 'X' GYP. BD. OR EQ. STRUCTURED) SUPPORTING THE F.L.O.B. ASSEMBLY USED FOR SEPARATION SHALL BE A MIN. 1/2" GYP. BD. OR EQ. PER CBC SEC. 1002.8.
110	PROVIDE SOLID WOOD DOOR, OR SOLID OR HONEYCOMB CORE STEEL DOORS, NOT LESS THAN 1-3/4" THICK, OR 20 MINUTE FIRE RATED DOOR. DOORS SHALL BE SELF-CLOSING AND SELF-LATCHING PER 2016 CBC 1002.5.1
201	UTILITY EQUIPMENT AND SERVICE PANELS - VERIFY LOCATION
305	TANK LESS WATER HEATER. INSTALLATION PER MANUFACTURER'S INSTRUCTIONS
309	TEMPERATURE AND PRESSURE RELIEF VALVE. DISCHARGE LINE PER CBC SECTION 1005.5
312	METAL FIREPLACE (GAS APPLIANCE) - HEIGHT PER PLAN - INSTALL PER MANUFACTURER'S INSTRUCTIONS. BY HEATLATOR MODEL# H4542 AND 221.88-2002, PROVIDE A 1" SQUARE FRESH AIR INTAKE FOR THE GAS APPLIANCE.
313	SEE THROUGH METAL FIREPLACE (GAS APPLIANCE) - HEIGHT PER PLAN - INSTALL PER MANUFACTURER'S INSTRUCTIONS. BY HEATLATOR MODEL# H4542 AND 221.88-2002, PROVIDE A 1" SQUARE FRESH AIR INTAKE FOR THE GAS APPLIANCE.
322	POWER AIR UNIT (PAU) ATTIC INSTALLATION
324	3/4" DRAIN VENT WITH APPROVED UNIT TRAP - VENT THROUGH ROOF
344	WALKER WALKER EXHAUST FAN PER 2016 CBC. REFER TO ATTACHED "SUMMARY OF THE 2016 ENERGY CODE ASHRAE 90.2 REQUIREMENTS"
351	REFRIGERATOR SPACE WITH RECESSED COLD WATER BOX
354	UNDER CABINET REFRIGERATOR
355	SINK WITH GARAGE DISPOSER
358	BAR SINK
359	DISHWASHER
361	COOKTOP & EXHAUST HOOD WITH FAN AND LIGHT (EXHAUST VENT TO OUTSIDE). THE VERTICAL CLEARANCE ABOVE THE COOKTOP TO COMBUSTIBLE IS 30" UNPROTECTED, OR 24" PROTECTED, AND THE HORIZONTAL DIMENSION IS REQUIRED TO BE PER THE MANUFACTURER'S LISTED ON THE UNIT. 216 CBC 021.2.2 & 201.4.3
370	OVERSINK/STOVE COMBO
372	WASHER SPACE WITH RECESSED WATER BOX AND DRAIN PAN
373	DRYER SPACE
374	STACKED WASHER/DRYER
375	DROP-IN TUB - 42" X 60"
380	TUB SHOWER - 32"X60" MODEL 20000T - GELCOAT SURFACE - BY AQUATIC
381	CURTAIN ROD
386	SHOWER - PREFABRICATED STALL - 30"X60"X78" MODEL 16000TS - GELCOAT SURFACE - BY AQUATIC
387	SHOWER - HOT WAX - SIZE PER PLAN
389	30" CIRCLE PROVIDED AT SHOWER
390	TOILET - PROVIDE MINIMUM 24" X 30" CLEAR FLOOR AREA IN FRONT OF TOILET
401	INTERIOR SLOTTED/ DROPPED CEILING; HEIGHT PER PLAN
411	LINE OF FLOOR BELOW
413	OPEN TO BELOW
416	30"X60" ATTIC ACCESS - DIMENSIONS ARE CLEAR
422	STUCCO SOFFIT: HEIGHT PER ELEVATION
427	STUCCO SOFFIT OVER WATERPROOFED STUCCO SHELF-SLOPE FRAMING FOR DRAINAGE (1/4" FOR FOOT DRAINAGE)
442	EXTERIOR 2X FLOOR WALL - SIZE PER PLAN
444	+3/4" - +3/8" HANDRAIL (SEE DETAIL E05.0)
445	+42" GUARD (SEE DETAIL E05.0)
461	KITCHEN ISLAND - PROVIDE APPROVED UNDERGROUND CONDUIT FOR ELECTRIC SERVICE TO ISLAND
463	PANTRY
465	LINEN
467	LINEN CLOSET ONLY
468	LINEN (UPPER ONLY)
469	BASE CABINET
480	UPPER CABINET
482	SHelf AND POLE
484	SHelf (OR SHELVE)
485	VANITY
670	METAL BALCONY - HEIGHT PER ELEVATION - +42" MINIMUM A.F.F.

INTERIOR ELEVATION KEY	
A	3.9
B	3.9
C	3.9

FLOOR PLAN NOTES	
1.	ATTIC: ACCESS PER CBC 1007.0, CHIMNEYS PER CBC 1007.12 AND VENTILATION PER CBC 1007.13
2.	EMERGENCY ESCAPE AND RESCUE OPENINGS PER CBC 1007.13
3.	MEANS OF EGRESS PER CBC 1007.13
4.	GLAZING PER CBC 1007.13.1 & 1007.13.2
5.	FACTORY-BUILT FIREPLACES AND CHIMNEYS PER CBC 1007.13.3, 1007.13.4, 1007.13.5, 1007.13.6, 1007.13.7, 1007.13.8, 1007.13.9, 1007.13.10, 1007.13.11, 1007.13.12, 1007.13.13, 1007.13.14, 1007.13.15, 1007.13.16, 1007.13.17, 1007.13.18, 1007.13.19, 1007.13.20, 1007.13.21, 1007.13.22, 1007.13.23, 1007.13.24, 1007.13.25, 1007.13.26, 1007.13.27, 1007.13.28, 1007.13.29, 1007.13.30, 1007.13.31, 1007.13.32, 1007.13.33, 1007.13.34, 1007.13.35, 1007.13.36, 1007.13.37, 1007.13.38, 1007.13.39, 1007.13.40, 1007.13.41, 1007.13.42, 1007.13.43, 1007.13.44, 1007.13.45, 1007.13.46, 1007.13.47, 1007.13.48, 1007.13.49, 1007.13.50, 1007.13.51, 1007.13.52, 1007.13.53, 1007.13.54, 1007.13.55, 1007.13.56, 1007.13.57, 1007.13.58, 1007.13.59, 1007.13.60, 1007.13.61, 1007.13.62, 1007.13.63, 1007.13.64, 1007.13.65, 1007.13.66, 1007.13.67, 1007.13.68, 1007.13.69, 1007.13.70, 1007.13.71, 1007.13.72, 1007.13.73, 1007.13.74, 1007.13.75, 1007.13.76, 1007.13.77, 1007.13.78, 1007.13.79, 1007.13.80, 1007.13.81, 1007.13.82, 1007.13.83, 1007.13.84, 1007.13.85, 1007.13.86, 1007.13.87, 1007.13.88, 1007.13.89, 1007.13.90, 1007.13.91, 1007.13.92, 1007.13.93, 1007.13.94, 1007.13.95, 1007.13.96, 1007.13.97, 1007.13.98, 1007.13.99, 1007.14.00
6.	COMBUSTION AIR TO WATER HEATER PER CBC CHAPTER 7.
7.	COMBUSTION AIR TO WATER HEATER PER CBC CHAPTER 7.
8.	ENVIRONMENTAL AIR EXITS PER CBC SECTION 1007.13.1
9.	ENVIRONMENTAL AIR EXITS PER CBC SECTION 1007.13.1
10.	ENVIRONMENTAL AIR EXITS PER CBC SECTION 1007.13.1
11.	ENVIRONMENTAL AIR EXITS PER CBC SECTION 1007.13.1
12.	ENVIRONMENTAL AIR EXITS PER CBC SECTION 1007.13.1
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18.	ENVIRONMENTAL AIR EXITS PER CBC SECTION 1007.13.1
19.	ENVIRONMENTAL AIR EXITS PER CBC SECTION 1007.13.1
20.	ENVIRONMENTAL AIR EXITS PER CBC SECTION 1007.13.1

FLOOR AREA TABLE		PLAN 3912A	
LOWER FLOOR PLAN	2001	SQ. FT.	
UPPER FLOOR PLAN	1911	SQ. FT.	
TOTAL	3912	SQ. FT.	
1 CAR GARAGE	255	SQ. FT.	
2 CAR GARAGE	526	SQ. FT.	
OPTIONAL DINING ROOM	285	SQ. FT.	
CALIFORNIA ROOM	279	SQ. FT.	
COVERED ENTRY/PORCH	111	SQ. FT.	

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

61'X123' LOTS - PLAN 3912

CLOVIS, CALIFORNIA

WILSON HOMES

FRESNO, CALIFORNIA

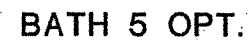
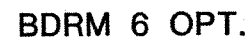
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DO	NOT	SCALE PLANS
REVISIONS		
NO.	DATE	DESCRIPTION
1	12-06-16	2016 CODE UPDATE
PROJECT MANAGER: WJM		
DESIGNER: WJM		
DRAWN BY: WJM		
REVIEWED BY: WJM		
1ST BLDG. DEPT. SUBMITTAL: WJM		
DESIGN FOR CONSTRUCTION: WJM		
JOB NUMBER: 201352		
CADD FILE NAME: 3912		
DATE: 12-6-16		
SHEET: A3.1		

201352 - 12-6-16 - 2016 CODE UPDATE

TRACT NUMBER 6072/5998

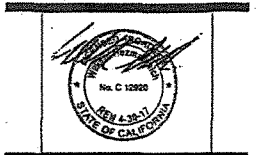
SFD



[illegible]

FLOOR AREA TABLE	PLAN 3912A
LOWER FLOOR PLAN	2001 SQ. FT.
UPPER FLOOR PLAN	1911 SQ. FT.
TOTAL	3912 SQ. FT.
1 CAR GARAGE	285 SQ. FT.
2 CAR GARAGE	526 SQ. FT.
CALIFORNIA ROOM	279 SQ. FT.
COVERED ENTRY/PORCH	111 SQ. FT.

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



TRACT NUMBER 6072/5998 SFD

61'x123' LOTS - PLAN 3912
CLOVIS, CALIFORNIA

WILSON HOMES
FRESNO, CALIFORNIA

PLAN 3912A

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DO NOT SCALE PLANS

REVISIONS

NO.	DATE	DESCRIPTION
1	12-06-15	2015 CODE UPDATE

PROJECT: **Westfield Commons**

DESIGNER: **WMA**

DRAWN BY: **WMA**

REVIEWED BY:

1ST BLOCK DEPT. SUBMITTAL:

ISSUED FOR CONSTRUCTION:

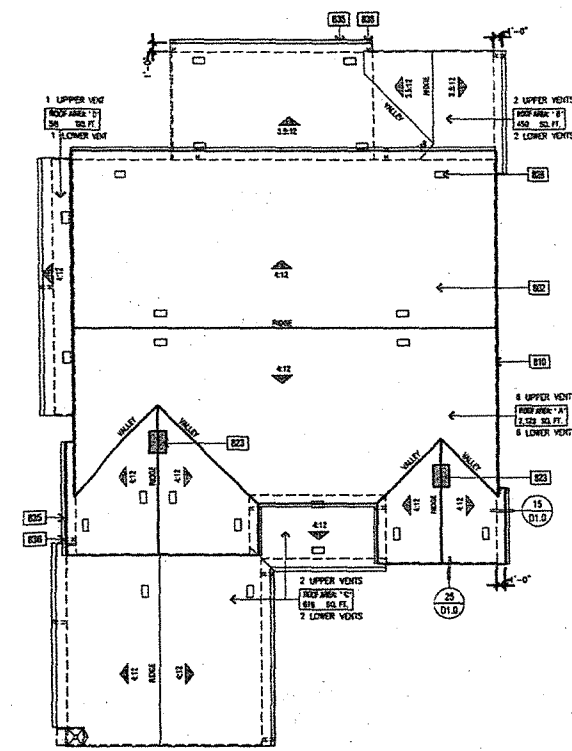
JOB NUMBER: **2013352**

CAD FILE NAME: **A301**

DATE: **12-6-16**

SHEET: **A3.1A**

2013352 - 12-6-16 - 2016 CODE UPDATE



ROOF PLAN
SCALE: 1/8" = 1'-0"

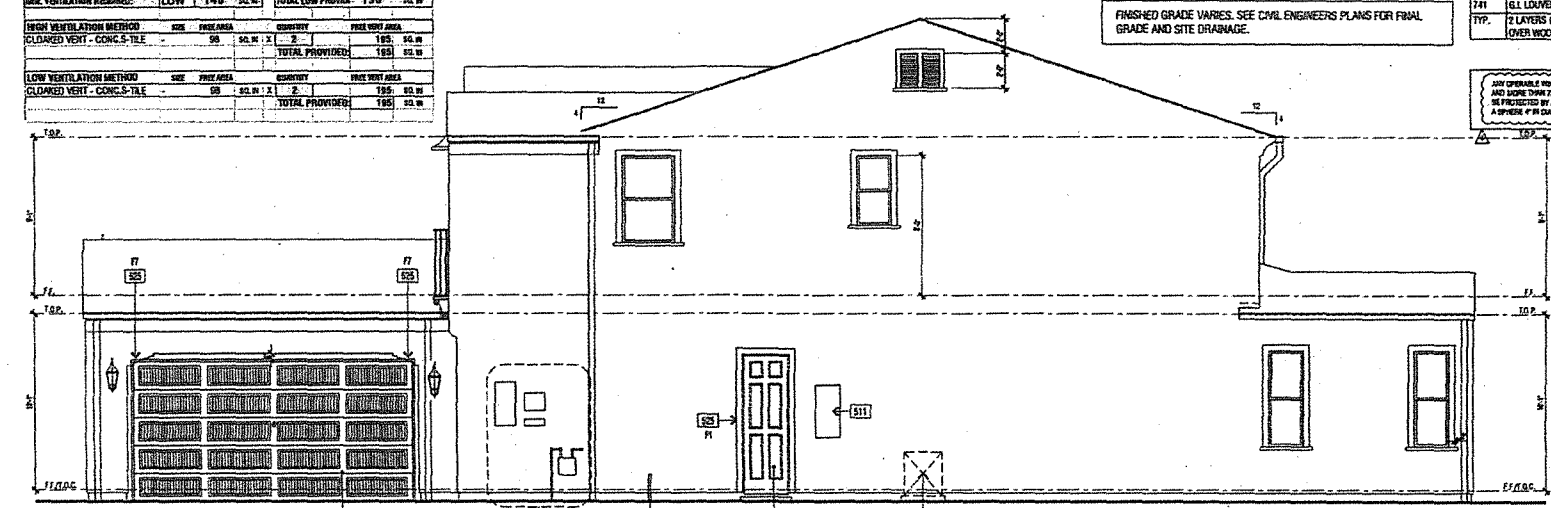
ELEVATION REFERENCE	A	ELEVATION STYLE	SANTA BARBARA
ROOF MATERIAL	CONCRETE S-TILE	2X6	2X3
ROOF PLAN NOTES	<p>NOTE: MANDATORY REQUIREMENTS FOR SOLAR READY BUILDINGS PER CEC SECTION 110.10.</p> <p>1. SEE GENERAL NOTES FOR ROOF NOTES.</p> <p>2. SPOKE ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.</p> <p>3. ATTIC ACCESS PER CEC SECTION 110.10.</p> <p>4. PROVIDE ATTIC & ROOF VENTILATION FOR EACH SECTION. PER CEC SECTION 110.10, THE MINIMUM NET FREE VENTILATING AREA SHALL BE 1/300 OF THE AREA OF THE VENTED SPACE. EXCEPT FOR THE MINIMUM NET FREE VENTILATING AREA, THE VENTED SPACE PROVIDED SHALL BE AS MUCH OF THE FOLLOWING CONDITIONS AS ARE MET:</p> <ul style="list-style-type: none"> • BE CLIMATE ZONE 1 AND 2, A CLIMATE 1 OR 2 VENTILATION IS REQUIRED TO BE INSTALLED ON THE WINDWARD SIDE OF THE CEILING. • NOT LESS THAN 40% OF THE AREA OF THE ATTIC OR RAFTER SPACE. UPPER VENTILATION SHALL BE LOCATED IN THE UPPER PORTION OF THE ATTIC OR RAFTER SPACE. UPPER VENTILATION SHALL BE LOCATED IN THE UPPER PORTION OF THE ATTIC OR RAFTER SPACE. UPPER VENTILATION SHALL BE LOCATED IN THE UPPER PORTION OF THE ATTIC OR RAFTER SPACE. UPPER VENTILATION SHALL BE LOCATED IN THE UPPER PORTION OF THE ATTIC OR RAFTER SPACE. 		
ROOF PLAN KEY NOTES	<p>802 ROOFING - CONCRETE - S-TILE</p> <p>810 LINE OF WALL BELOW</p> <p>823 PROVIDE 2X6 OPENING IN PLYWOOD SHEATHING BELOW GABLE, FRAMED ROOF FOR SHADE</p> <p>825 ATTIC VENTILATION</p> <p>826 ROOF VENT - CLOSED (SEE ROOF VENTILATION CALCULATION)</p> <p>830 G.L. METAL GUTTERS - VERIFY LOCATION WITH INSTALLER</p> <p>831 G.L. METAL DOWNSPOUT(S) - DISCHARGE TO APPROVED SITE DRAINAGE SYSTEM - VERIFY LOCATION WITH INSTALLER</p>		

ROOF ATTIC AREA	A	2123	SQ. FT.	CALCULATION FACTOR	1/300
MIN VENTILATION REQUIRED:	TOTAL	1019	SQ. FT.		
MIN VENTILATION REQUIRED:	HIGH	510	SQ. FT.		
MIN VENTILATION REQUIRED:	LOW	510	SQ. FT.		
MIN VENTILATION METHOD	CLOSED VENT - CONG. S-TILE				
MIN VENTILATION METHOD	CLOSED VENT - CONG. S-TILE				
MIN VENTILATION METHOD	CLOSED VENT - CONG. S-TILE				

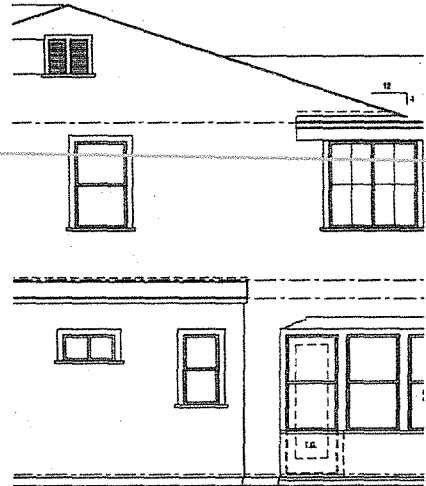
ROOF ATTIC AREA	B	450	SQ. FT.	CALCULATION FACTOR	1/300
MIN VENTILATION REQUIRED:	TOTAL	216	SQ. FT.		
MIN VENTILATION REQUIRED:	HIGH	108	SQ. FT.		
MIN VENTILATION REQUIRED:	LOW	108	SQ. FT.		
MIN VENTILATION METHOD	CLOSED VENT - CONG. S-TILE				
MIN VENTILATION METHOD	CLOSED VENT - CONG. S-TILE				
MIN VENTILATION METHOD	CLOSED VENT - CONG. S-TILE				

ROOF ATTIC AREA	D	58	SQ. FT.	CALCULATION FACTOR	1/300
MIN VENTILATION REQUIRED:	TOTAL	28	SQ. FT.		
MIN VENTILATION REQUIRED:	HIGH	14	SQ. FT.		
MIN VENTILATION REQUIRED:	LOW	14	SQ. FT.		
MIN VENTILATION METHOD	CLOSED VENT - CONG. S-TILE				
MIN VENTILATION METHOD	CLOSED VENT - CONG. S-TILE				
MIN VENTILATION METHOD	CLOSED VENT - CONG. S-TILE				

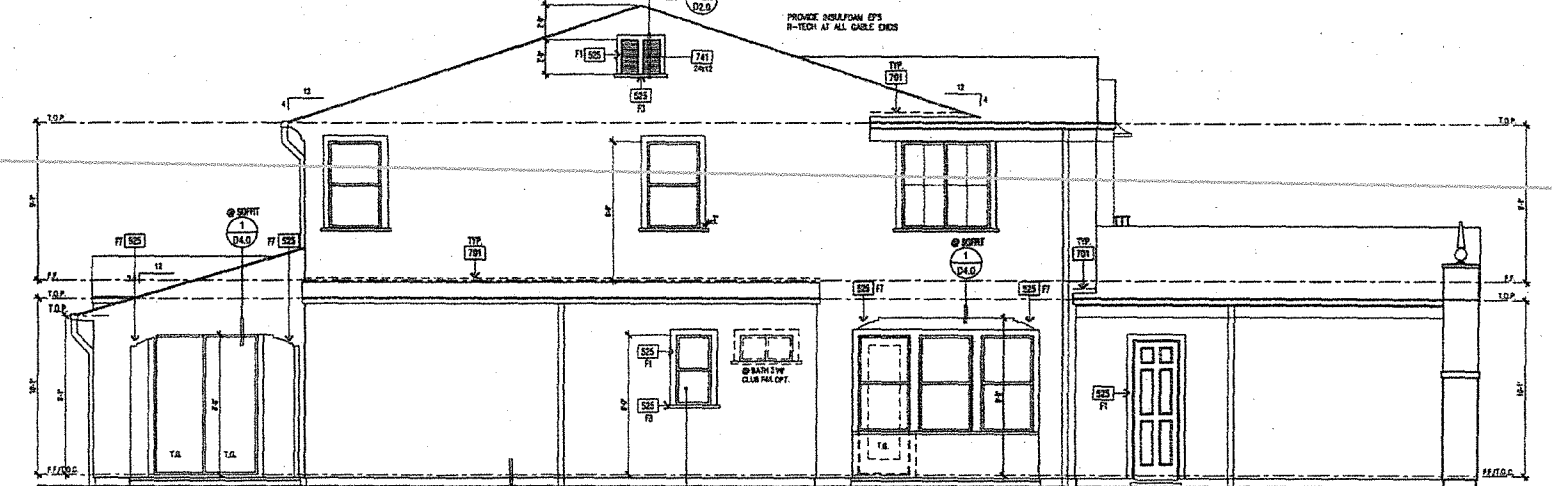
ELEVATION KEY NOTES	NOTE
801	UTILITY EQUIPMENT AND SERVICE PANELS - VERIFY LOCATION
802	INTERIALLY ILLUMINATED ADDRESS PANEL - 6" MIN. HIGH BUILDING ADDRESS CHARACTERS PLACED IN SUCH A POSITION TO BE PLAINLY VISIBLE FROM THE STREET. CONNECT OF PHOTO CELL
806	DECORATIVE WALL SCORING
821	AIR CONDITIONING CONDENSER LOCATION
815	2" STUCCO WEATHERSLOPE - SLOPE SHALL BE 1/4" PER FT. MINIMUM
821	STUCCO - CEMENT PLASTER WALL, ONE COAT STUCCO 1/2" THICK OVER 1/2" TYPE 1 OR 11 PORTLAND CEMENT OVER GYPSUM BOARD 5/8" THICK BY STUDS 16" O.C.
825	STUCCO OVER RIGID FOAM TRIM - FOAM SHAPE PER ELEVATION (SEE DETAIL 1304.1 AND SHEET 1304.2)
821	DECORATIVE SHUTTER (SIZE AND STYLE PER ELEVATION). SEE DETAIL 1304.1
870	METAL BALCONY (SEE EXTERIOR ELEVATION). HEIGHT PER ELEVATION - 4'-0" MINIMUM A.F.F.
881	DECORATIVE METAL ACCENT - PROVIDE SOLID BACKING AND ANCHORS 12" O.C. ELASTOMERIC SHEET WATERPROOFING AT ALL MOUNTING POINTS/ PENETRATIONS.
701	G.L. FLASHING
741	G.L. LOUVER VENT - RECTANGULAR (SIZE PER ELEVATION)
751	2 LAYERS OF GRADE 2 BUILDING PAPER IS REQUIRED TO BE INSTALLED OVER WOOD SHEATHING. 2010 CRS R700.5



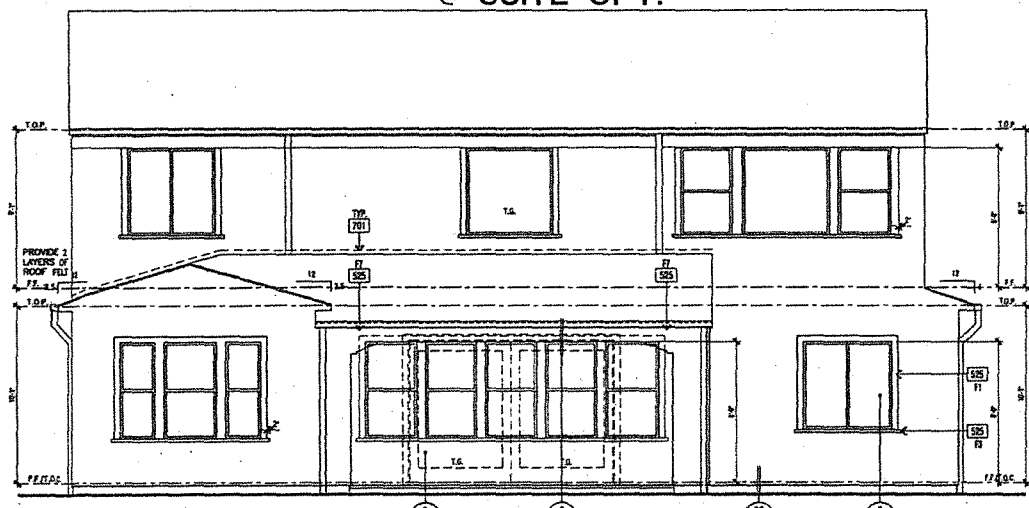
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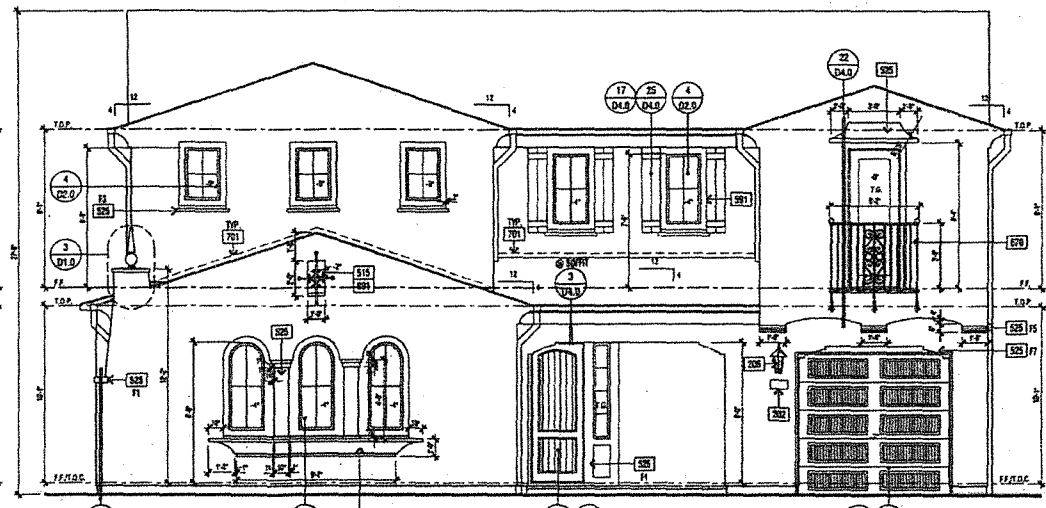
PARTIAL LEFT @ SUITE OPT.



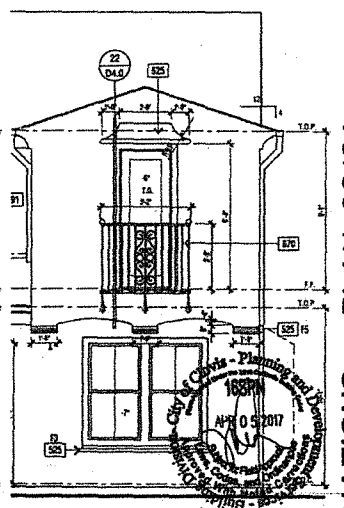
LEFT



REAR



FRONT

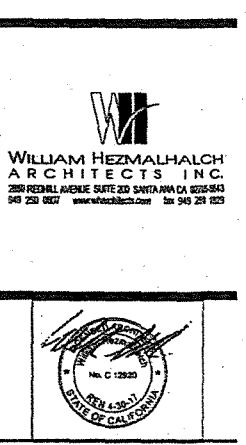


FRONT @ DINING RM. OPT.

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

61'x123' LOTS - PLAN 3912
CLOVIS, CALIFORNIA

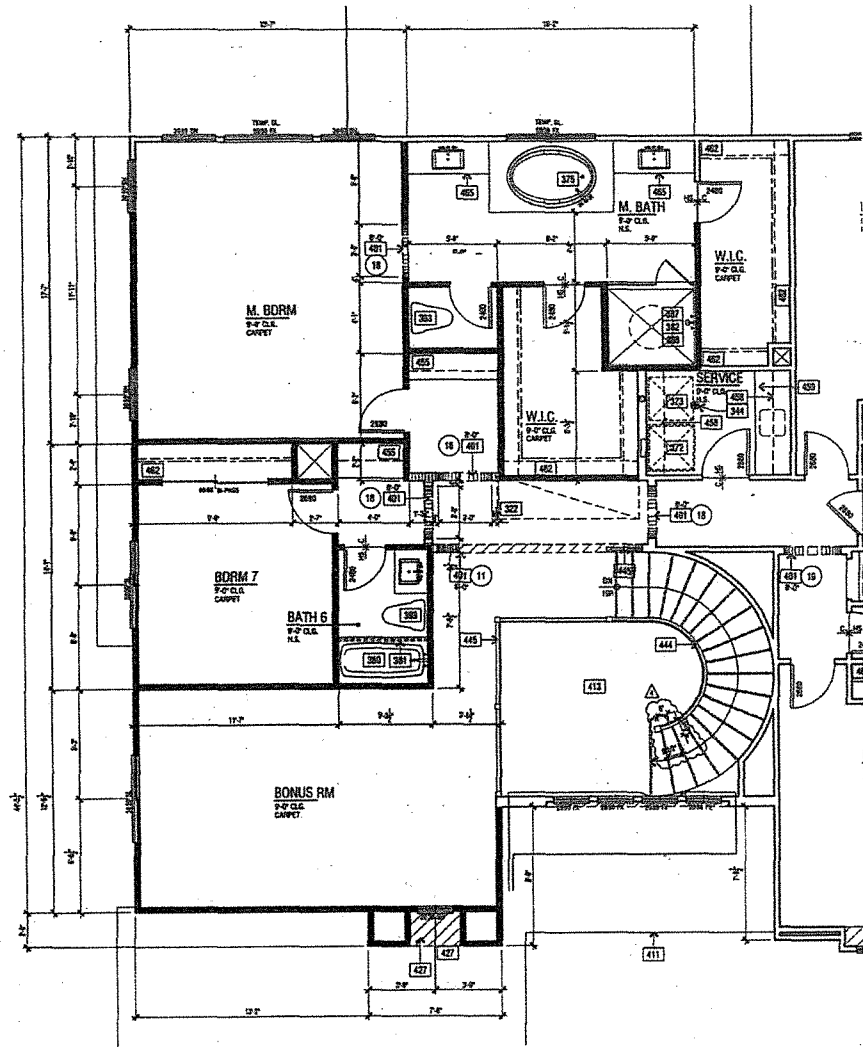
WILSON HOMES
FRESNO, CALIFORNIA



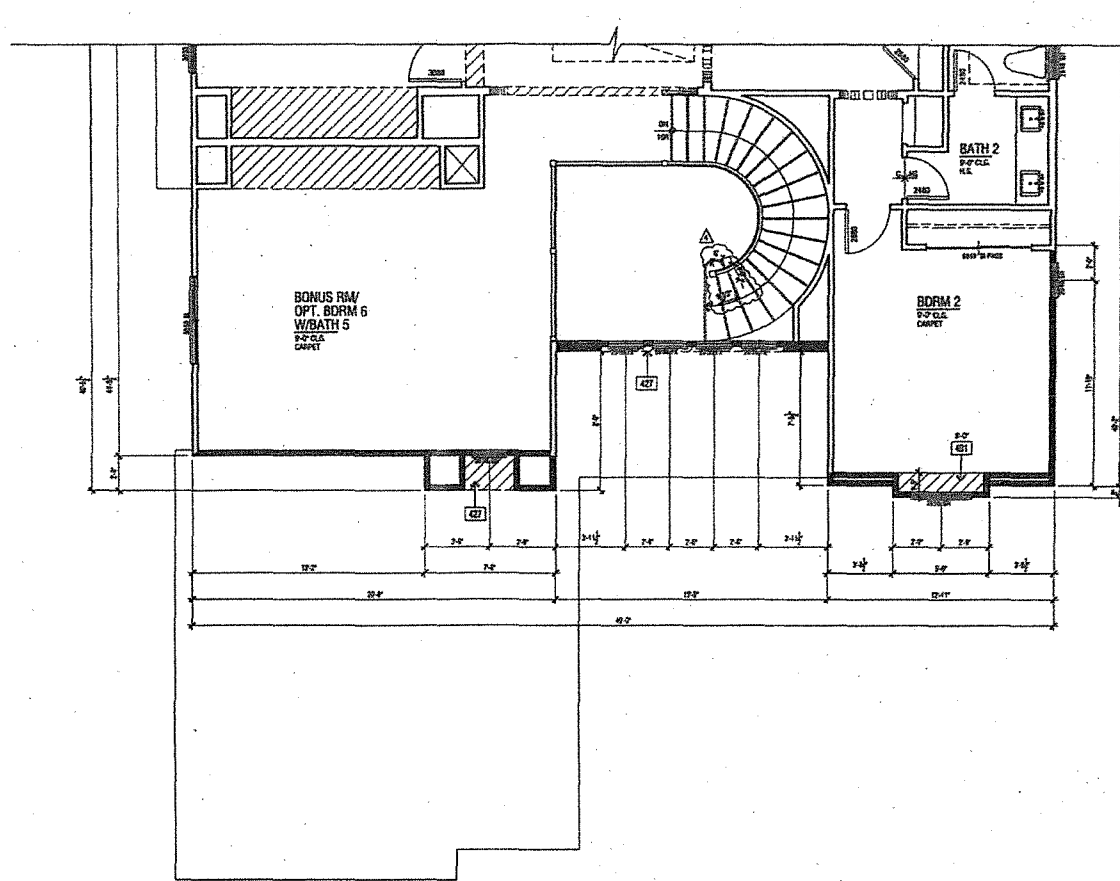
TRACT NUMBER 6072/5998
SFD

REVISIONS		
NO.	DATE	DESCRIPTION
1	12-06-16	2016 CODE UPDATE
<p>PROJECT MANAGER: SM</p> <p>DESIGNER: BPHM</p> <p>DRAWN BY:</p> <p>CHECKED BY: 1ST BLVD. CPT. SUBMITTER</p> <p>ISSUED FOR CONSTRUCTION: 201602</p> <p>CAD FILE NAME: ASD</p>		
DATE	12-6-16	SHEET: A3.4

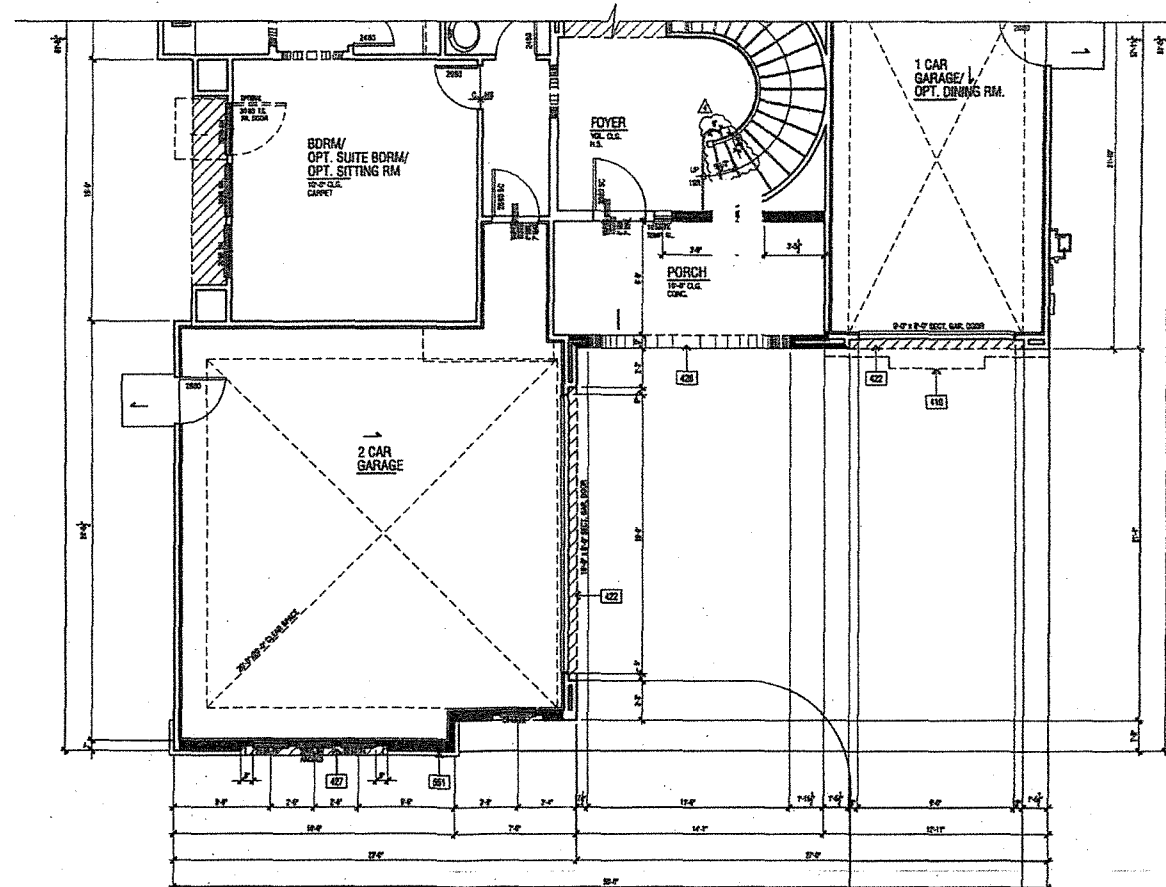
201352 - 12-6-16 - 2016 CODE UPDATE



BDRM 7/BATH 6 OPT.



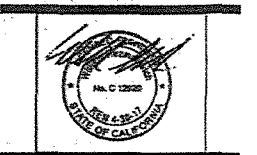
PLAN 3912B UPPER FLOOR PLAN ADDENDA



PLAN 3912B LOWER FLOOR PLAN ADDENDA

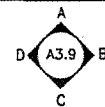
Room	NOTE
410	LINE OF FLOOR ABOVE
422	STUCCO SOFFIT: HEIGHT PER ELEVATION
423	THIN SET BRICK VENEER (FLAT) SOFFIT: HEIGHT PER ELEVATION
427	STUCCO SOFFIT OVER WATERPROOFED STUCCO SHELF-SLOPE FRAMING FOR DRAINAGE (1/4" PER FOOT MINIMUM)
428	ARCHED STUCCO SOFFIT: HEIGHT PER ELEVATION
442	EXTERIOR 2X4 PORCH WALL - SIZE PER PLAN
551	MANUFACTURED ADHERED STUCCO STONE VENEER BY CULTURED STONE 102-25 1/2" x 10" x 1/4" INSTALL PER MANUFACTURER'S INSTRUCTIONS

W
WILLIAM HEZMALHALCH
ARCHITECTS INC.
2809 FERNHILL AVENUE, SUITE 200, SANTA ANA, CA 92705
949 255 1807 www.hezmalhalch.com fax 949 255 1809

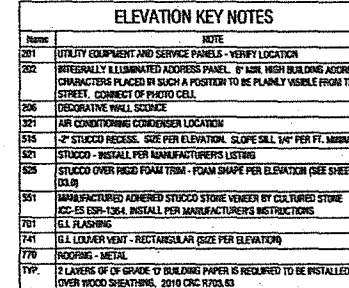


TRACT NUMBER 6072/5998
SFD

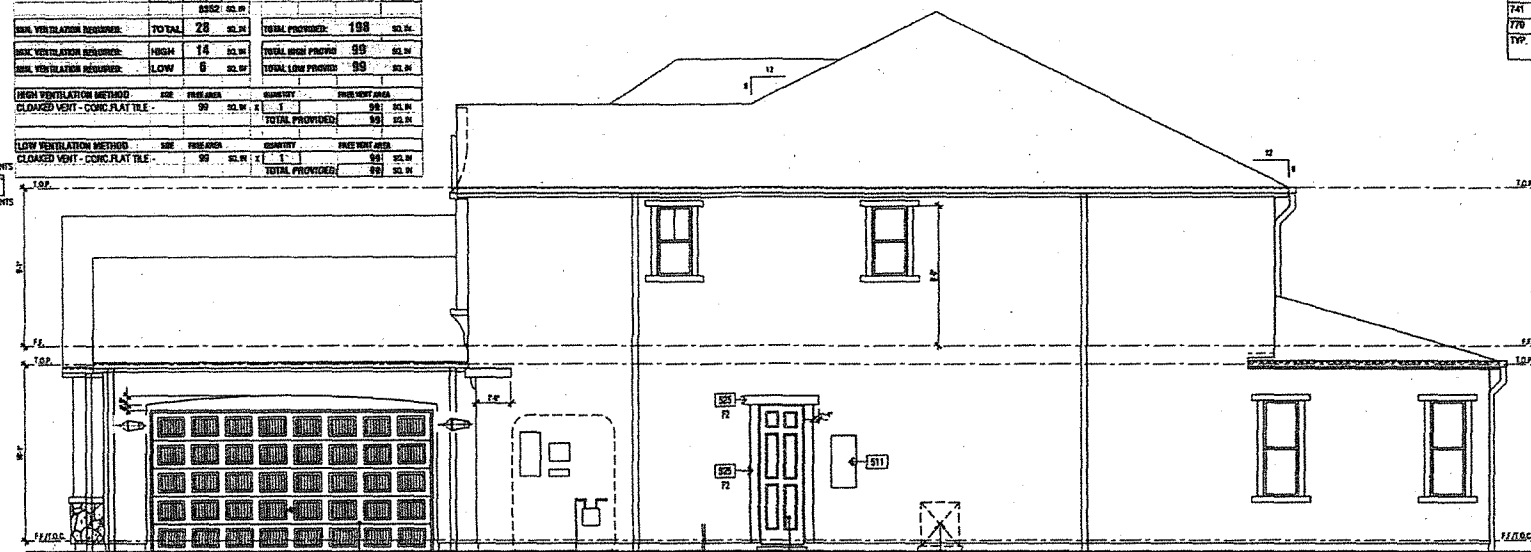
ADDENDA FLOOR PLAN NOTES	
NOTE:	SHADED WALLS INDICATE AREAS THAT ARE DIFFERENT THAN THE BASE FLOOR PLAN
NOTE:	REFER TO CIVIL AND LANDSCAPE DRAWINGS BY OTHERS FOR ALL DRIVEWAYS AND SIDEWALK LOCATIONS.
NOTE:	REFER TO BASE PLAN SHEET A3.1 FOR ADDITIONAL NOTES AND DIMENSIONS.



INTERIOR ELEVATION KEY	
FLOOR PLAN NOTES	
1.	ATTIC: ACCESS FOR CIRC. RAMP, LIFT/STAIRS PER CMC 102.12 AND 102.13 FOR RAMP.
2.	EMERGENCY ESCAPE AND RESCUE OPENINGS PER CMC 102.12, MEANS OF EGRESS PER CMC 101.1.
3.	GLAZING PER CMC 102.12.1 & 102.12.2.
4.	EXTERIOR WALLS: FINISHES AND DIMENSIONS PER CMC 102.12.1, 102.12.2, 102.12.3, 102.12.4, 102.12.5, 102.12.6, 102.12.7, 102.12.8, 102.12.9, 102.12.10, 102.12.11, 102.12.12, 102.12.13, 102.12.14, 102.12.15, 102.12.16, 102.12.17, 102.12.18, 102.12.19, 102.12.20, 102.12.21, 102.12.22, 102.12.23, 102.12.24, 102.12.25, 102.12.26, 102.12.27, 102.12.28, 102.12.29, 102.12.30, 102.12.31, 102.12.32, 102.12.33, 102.12.34, 102.12.35, 102.12.36, 102.12.37, 102.12.38, 102.12.39, 102.12.40, 102.12.41, 102.12.42, 102.12.43, 102.12.44, 102.12.45, 102.12.46, 102.12.47, 102.12.48, 102.12.49, 102.12.50, 102.12.51, 102.12.52, 102.12.53, 102.12.54, 102.12.55, 102.12.56, 102.12.57, 102.12.58, 102.12.59, 102.12.60, 102.12.61, 102.12.62, 102.12.63, 102.12.64, 102.12.65, 102.12.66, 102.12.67, 102.12.68, 102.12.69, 102.12.70, 102.12.71, 102.12.72, 102.12.73, 102.12.74, 102.12.75, 102.12.76, 102.12.77, 102.12.78, 102.12.79, 102.12.80, 102.12.81, 102.12.82, 102.12.83, 102.12.84, 102.12.85, 102.12.86, 102.12.87, 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TRACT NUMBER 6072/5998
SFD



RIGHT

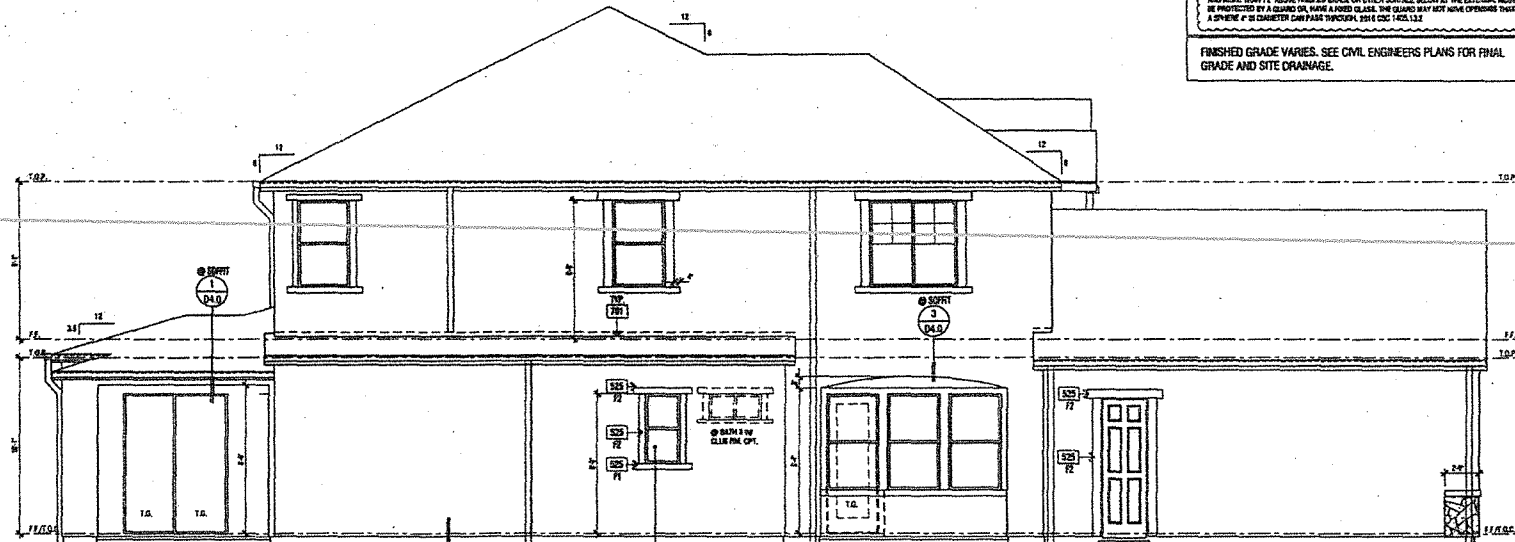
ANY OPERABLE WINDOW WITH A SILL THAT IS LOCATED LESS THAN 24" ABOVE FINISHED FLOOR AND MORE THAN 72" ABOVE FINISHED GRADE OR OTHER SURFACE BELOW AT THE EXTERIOR, MUST BE PROTECTED BY A GLASS OR, HAVE A FIXED GLASS. THE GLASS MAY NOT HAVE OPERATING TIES A 5/16" MIN. 1" IN DIAMETER CAN PASS THROUGH. 2014 CBC 1403.1.3.2

ROOF PLAN

SCALE: 1/8" = 1'-0"

[illegible]

PARTIAL LEFT @ SUITE OPT.

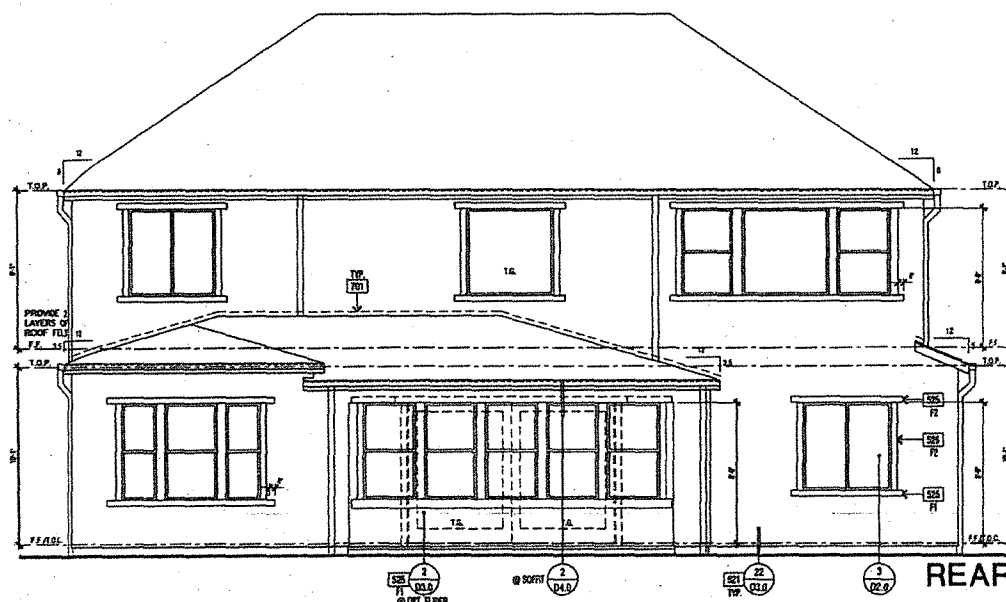


LEFT

61'x123' LOTS - PLAN 3912

CLAVIS CALIFORNIA

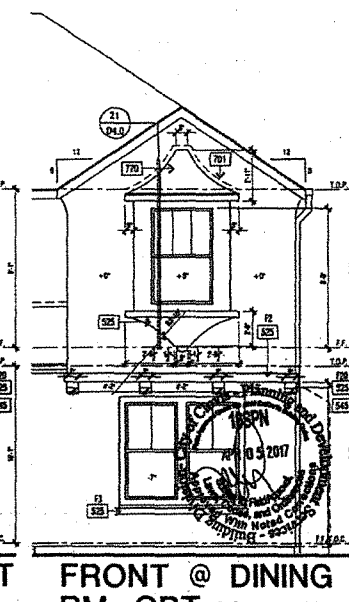
WILSON HOMES
FRESNO, CALIFORNIA



REAF



FRONT

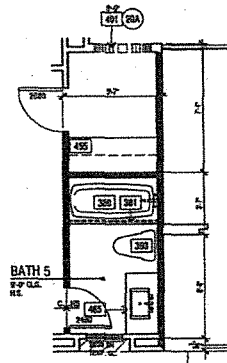


FRONT @ DINING RM. OPT. SCALE: 1/4" = 1'-0"

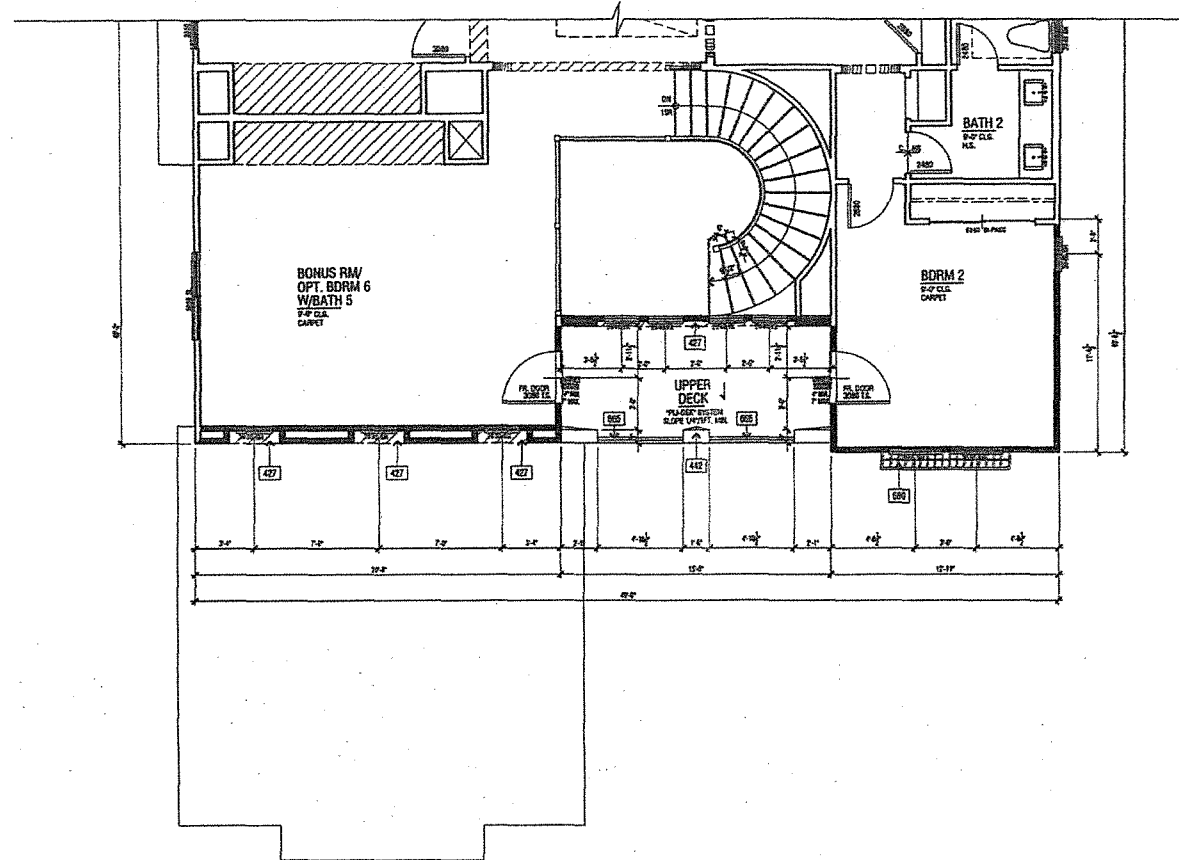
ELEVATIONS - PLAN 3912B

[illegible]

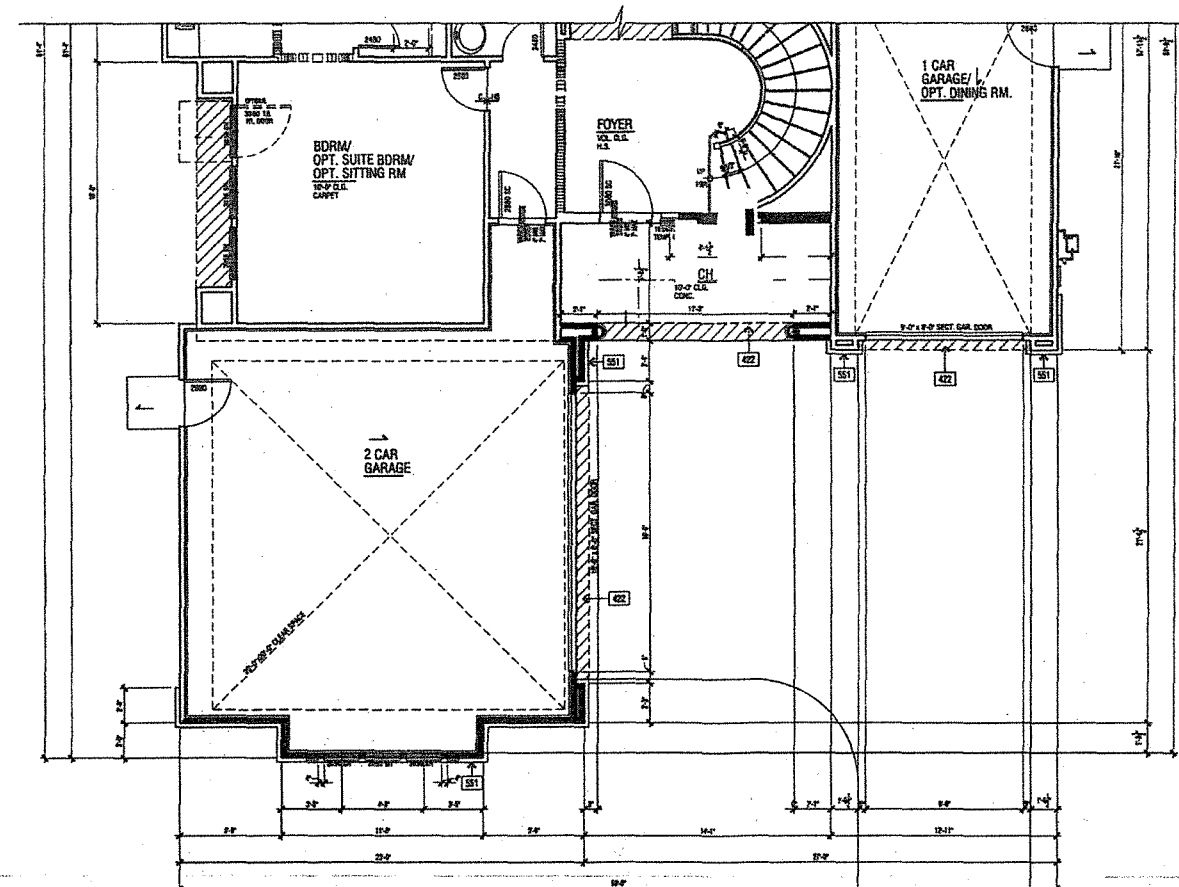
22013352 - 12-6-16 - 2016 CODE UPDATE



BATH 5 W/
BDRM. 6
PLAN 3C ONLY



PLAN 3912C UPPER FLOOR PLAN ADDENDA



PLAN 3912C LOWER FLOOR PLAN ADDENDA

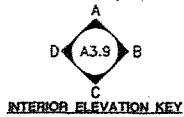
NOTE	NOTE
422	SMOOTH STUCCO SOFFIT. HEIGHT PER ELEVATION.
427	STUCCO SURF OVER WATERPROOFED STUCCO SHELF-SLOPE FRAMING FOR DRAINAGE (1/4" PER FOOT MINIMUM).
442	EXTERIOR 2X FORTY WALL - SIZE PER PLAN.
551	MANUFACTURED ADHESIVE STUCCO STONE VENEER BY CULTURED STONE. 800-435-1384. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
665	METAL GUARD (SEE EXTERIOR ELEVATIONS). HEIGHT PER ELEVATION: +42" MINIMUM A.F.F.
680	DECORATIVE METAL SHELF - PROVIDE SOLID BACKING AND ANCHORS 12"x12" ELASTOMERIC SHEET WATERPROOFING AT ALL SCULPTURE POINTS/ PENETRATIONS.

W
WILLIAM HEZMALHALCH
ARCHITECTS INC.
200 REDDILL AVENUE SUITE 200 SAN ANTONIO, CA 78205
512 250 0007 www.hezmalhalch.com 512 250 1550



TRACT NUMBER 6072/5998
SFD

ADDENDA FLOOR PLAN NOTES
NOTE: SHADED WALLS INDICATE AREAS THAT ARE DIFFERENT THAN THE BASE FLOOR PLAN.
NOTE: REFER TO CIVIL AND LANDSCAPE DRAWINGS BY OTHERS FOR ALL DRIVEWAYS AND SIDEWALK LOCATIONS.
REFER TO BASE PLAN SHEET A3.1 FOR ADDITIONAL NOTES AND DIMENSIONS.



FLOOR PLAN NOTES
1. ATTIC. ACCESS PER CIVIL. UNFINISHED PER CIVIL. 2016 CMC 110.1.2.
2. EMERGENCY ESCAPE AND RESCUE OPENINGS PER CIVIL 2016.
3. ACCESS OF ESCAPE PER CIVIL 2016.
4. GLASSING PER CIVIL 2016 & 2018.
5. FACTORY-BUILT PREFAB ASSEMBLY AND CHIMNEY PER CIVIL 2016, 2018, 2019.
6. CHIMNEY. 4" DIA. 12' HIGH. 12" DIA. 12' HIGH. 12" DIA. 12' HIGH.
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FLOOR AREA TABLE	PLAN 3912C
LOWER FLOOR PLAN	2001 SQ. FT.
UPPER FLOOR PLAN	1911 SQ. FT.
TOTAL	3912 SQ. FT.
1 CAR GARAGE	500 SQ. FT.
2 CAR GARAGE	500 SQ. FT.
CALIFORNIA ROOM	500 SQ. FT.
COVERED ENTRY/PORCH	500 SQ. FT.
UPPER FRONT DECK	100 SQ. FT.

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

PLAN 3912C FLOOR PLAN ADDENDA'S

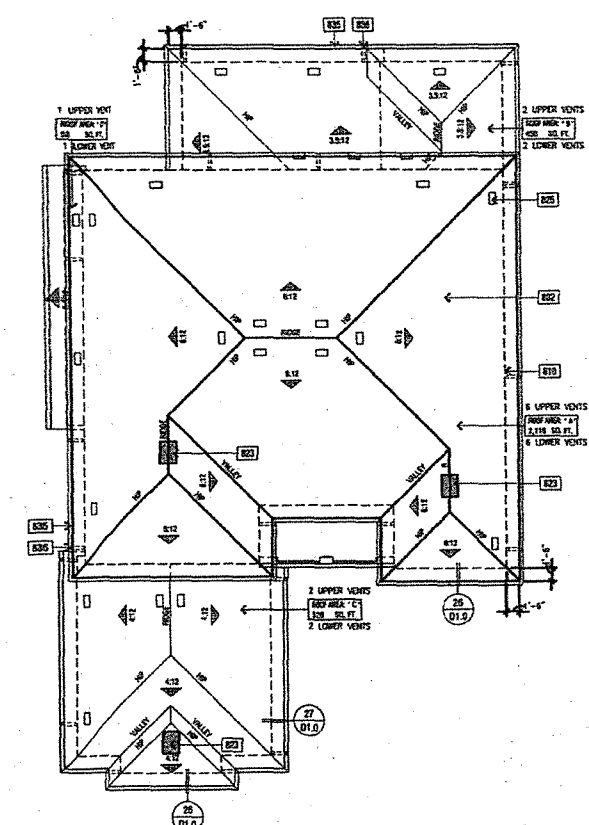
61'x123' LOTS - PLAN 3912
CLOVIS, CALIFORNIA

WILSON HOMES
FRESNO, CALIFORNIA

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REVISIONS		
NO.	DATE	DESCRIPTION
A	12-06-16	2016 CODE UPDATE

2013352 - 12-6-16 - 2016 CODE UPDATE



ROOF PLAN SCALE: 1/8" = 1'-0"

ELEVATION STYLE: MEDITERRANEAN	
ROOF MATERIAL:	CONCRETE FLAT TILE
ROOF PITCH:	2X6
ROOF PITCH:	2X6
ROOF PITCH:	1'-6"
ROOF PITCH:	N/A

ROOF PLAN NOTES

- MANDATORY REQUIREMENTS FOR SOLAR READY BUILDINGS PER CBC SECTION 110.10.
- SEE GENERAL NOTES FOR ROOF NOTES.
- SPRINKLER RISERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- ATTIC ACCESS FOR INSPECTION AND MAINTENANCE SHALL BE PROVIDED.
- PROVIDE ATTIC VENTILATION PER CBC SECTION 110.10. THE MINIMUM NET FREE VENTILATION AREA SHALL BE 1/300 OF THE GROSS AREA OF THE ROOF. PROVIDE 1/3" MIN. CLEARANCE BETWEEN VENTILATION DEVICES AND ROOF SHEATHING.
- IN CLIMATES 1 AND 10, A CLASS OR 4 MATCH METALTER IS INSTALLED ON THE WINDWARD SIDE OF THE ROOF.
- ROOF LINES SHALL BE 4% AND NOT MORE THAN 5% OF THE REQUIRED VENTILATION AREA PROVIDED BY VENTILATION LOCATED IN THE UPPER PORTION OF THE ATTIC OR UPPER SPACE. UPPER VENTILATION SHALL BE LOCATED ABOVE THE 2' HIGH LINE AND BELOW THE RIDGE OR HIGHEST POINT OF THE SPACE. MEASURED VERTICALLY WITH THE BALANCE OF THE REQUIRED VENTILATION PROVIDED BY SAME OR CORNER VENTS. WHERE THE LOCATION OF WALL OR ROOF FRAMING MEMBERS CONFLICTS WITH THE INSTALLATION OF UPPER VENTILATION, INSTALL CORNER VENTS 2' HIGH LINE BELOW THE RIDGE OR HIGHEST POINT OF THE SPACE SHALL BE PERMITTED.

ROOF PLAN KEY NOTES

NOTES
ROOFING - CONCRETE - FLAT TILE
LINE OF WALL BELOW
PROVIDE EOOD OPENING IN PLYWOOD SHEATHING BELOW CALIF. FRAMED ROOF FOR SHARE ATTIC VENTILATION
ROOF VENT - "CLAMPED" (SEE ROOF VENTILATION CALCULATIONS)
G.I. METAL GUTTERS - VERIFY LOCATION WITH INSTALLER
G.I. METAL DOWNSPOUT(S) - DISCHARGE TO APPROVED SITE DRAINAGE SYSTEM - VERIFY LOCATION WITH INSTALLER

ROOF ATTIC AREA A 2118 sq. ft. CALCULATION FACTOR: 1/300

VENTILATION METHOD	AREA	QUANTITY	PROVIDED AREA
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59

ROOF ATTIC AREA B 450 sq. ft. CALCULATION FACTOR: 1/300

VENTILATION METHOD	AREA	QUANTITY	PROVIDED AREA
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59

ROOF ATTIC AREA C 528 sq. ft. CALCULATION FACTOR: 1/300

VENTILATION METHOD	AREA	QUANTITY	PROVIDED AREA
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59

ROOF ATTIC AREA D 59 sq. ft. CALCULATION FACTOR: 1/300

VENTILATION METHOD	AREA	QUANTITY	PROVIDED AREA
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59

ROOF ATTIC AREA E 450 sq. ft. CALCULATION FACTOR: 1/300

VENTILATION METHOD	AREA	QUANTITY	PROVIDED AREA
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59

ROOF ATTIC AREA F 450 sq. ft. CALCULATION FACTOR: 1/300

VENTILATION METHOD	AREA	QUANTITY	PROVIDED AREA
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59

ROOF ATTIC AREA G 528 sq. ft. CALCULATION FACTOR: 1/300

VENTILATION METHOD	AREA	QUANTITY	PROVIDED AREA
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59

ROOF ATTIC AREA H 59 sq. ft. CALCULATION FACTOR: 1/300

VENTILATION METHOD	AREA	QUANTITY	PROVIDED AREA
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59

ROOF ATTIC AREA I 450 sq. ft. CALCULATION FACTOR: 1/300

VENTILATION METHOD	AREA	QUANTITY	PROVIDED AREA
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59

ROOF ATTIC AREA J 450 sq. ft. CALCULATION FACTOR: 1/300

VENTILATION METHOD	AREA	QUANTITY	PROVIDED AREA
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59

ROOF ATTIC AREA K 528 sq. ft. CALCULATION FACTOR: 1/300

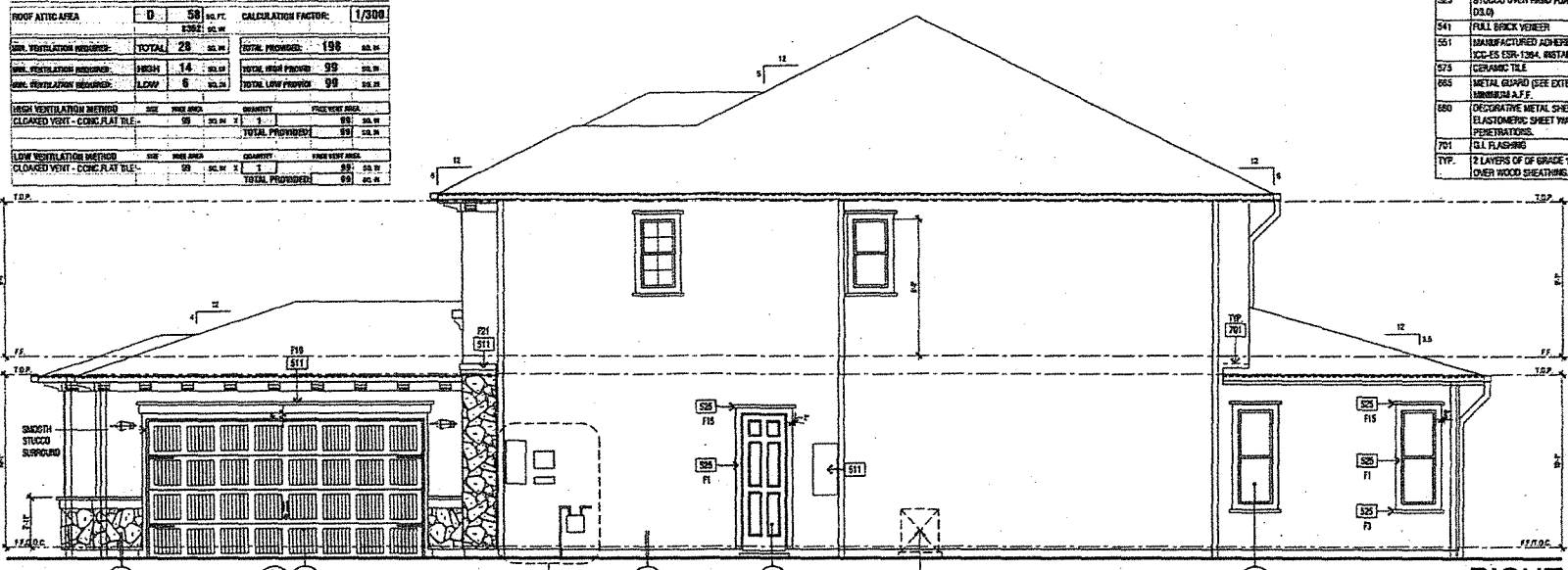
VENTILATION METHOD	AREA	QUANTITY	PROVIDED AREA
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59

ROOF ATTIC AREA L 59 sq. ft. CALCULATION FACTOR: 1/300

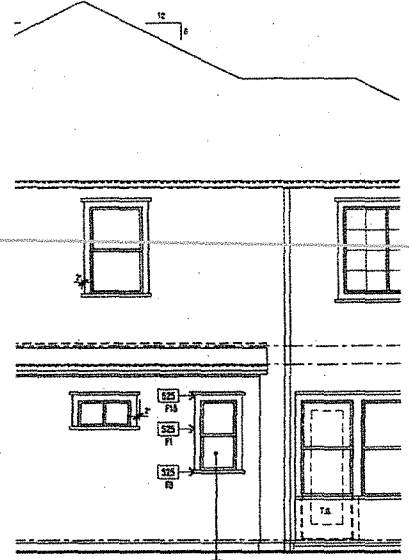
VENTILATION METHOD	AREA	QUANTITY	PROVIDED AREA
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59
CLAMPED VENT - CONG. FLAT TILE	59	30	59

ELEVATION KEY NOTES

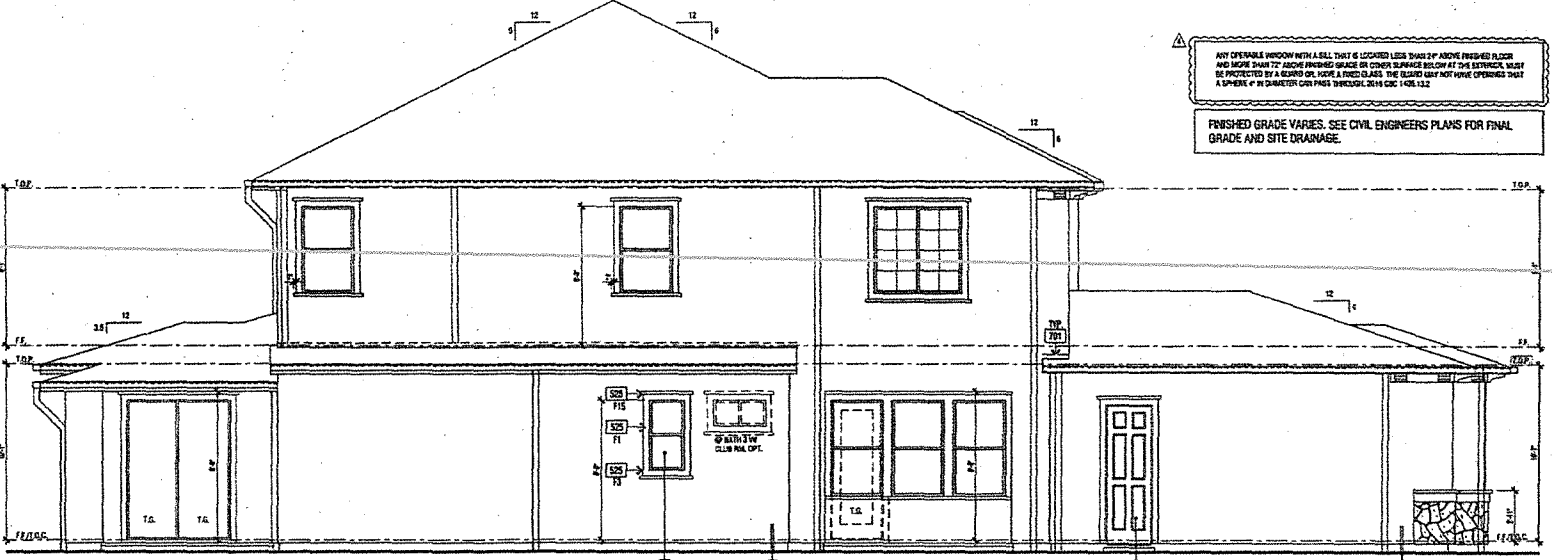
NOTE
UTILITY EQUIPMENT AND SERVICE PANELS - VERIFY LOCATION
INTERIALLY ILLUMINATED ADDRESS PANEL - 6" MIN. HIGH BUILDING ADDRESS CHARACTERISTICS PLACED IN SUCH A POSITION TO BE PLAINLY VISIBLE FROM THE STREET. CONSULT OF PHOTO CELL
EXTERIOR CEMENT COATED TRIM (PRECAST LOOK), SHAPE PER ELEVATION
AIR CONDITIONING CONDENSER LOCATION
EXTERIOR CEMENT COATED TRIM (PRECAST LOOK), SHAPE PER ELEVATION
2" STUCCO RECESS, SIZE PER ELEVATION. SLOPE SILL 1/4" PER FT. MINIMUM
STUCCO - INSTALL PER MANUFACTURER'S LISTING
STUCCO OVER RIGID FOAM TRIM - FOAM SHAPE PER ELEVATION (SEE SHEET D3.0)
FULL BRICK VENEER
MANUFACTURED ADHERED STUCCO STONE VENEER BY CULTURED STONE. ACC-ES 1254. INSTALL PER MANUFACTURER'S INSTRUCTIONS
CERAMIC TILE
METAL GUARD (SEE EXTERIOR ELEVATION). HEIGHT PER ELEVATION - 4" MINIMUM A.F.F.
DECORATIVE METAL SHELF - PROVIDE SOLID BACKING AND MINIMUM 12"x12" ELASTOMERIC SHEET WATERPROOFING AT ALL MOUNTING POINTS/ PENETRATIONS
G.I. FLASHING
2 LAYERS OF OF GRADE 5" BUILDING PAPER IS REQUIRED TO BE INSTALLED OVER WOOD SHEATHING. 2010 CBC 1903.02



RIGHT



PARTIAL LEFT @ SUITE OPT



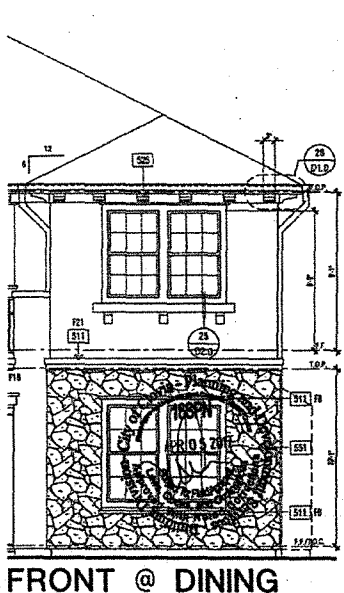
LEFT



REAR



FRONT



FRONT @ DINING RM. OPT.

ELEVATIONS - PLAN 3912C

61'x123' LOTS - PLAN 3912
CLOVIS, CALIFORNIA

WILSON HOMES
FRESNO, CALIFORNIA

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DO NOT SCALE PLANS

REVISIONS		
NO.	DATE	DESCRIPTION
1	12-06-16	2016 CODE UPDATE

PROJECT MANAGER:	W
DESIGNER:	W
DRAWN BY:	W
REVIEWED BY:	W
1ST BLDG DEPT. SUBMITTAL:	W
ISSUED FOR CONSTRUCTION:	W
JOB NUMBER:	2013352
CAD FILE NAME:	A308

DATE:	12-6-16
SHEET:	A3.8

2013352 - 12-6-16 - 2016 CODE UPDATE

RESOLUTION 18-42

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CLOVIS APPROVING A VESTING TENTATIVE TRACT MAP FOR A 23-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT ON 5.99 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF ASHLAN AND LOCAN AVENUES

WHEREAS, 2M Development, 6455 N. Highland Avenue, Clovis, CA 93611, has applied for a Vesting Tentative Tract Map TM6221; and

WHEREAS, Vesting Tentative Tract Map TM6221, was filed on May 3, 2018, and was presented to the Clovis Planning Commission for approval in accordance with the Subdivision Map Act of the Government of the State of California and Title 9, Chapter 2, of the Municipal Code and the City of Clovis; and

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, a duly noticed hearing was held on August 23, 2018; and

WHEREAS, after hearing evidence gathered by itself and on its behalf and after making the following findings, namely:

- a. The proposed map, subdivision design, and improvements are consistent with the General Plan and any applicable specific plan;
- b. The site is physically suitable for the type and proposed density of development;
- c. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;
- d. The design of the subdivision or type of improvements is not likely to cause serious public health or safety problems;
- e. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision. This finding may also be made if the review authority finds that alternate easements for access or use will be provided, and that they will be substantially equivalent to ones previously acquired by the public. This finding shall apply only to easements of record, or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the review authority to determine that the public at large has acquired easements of access through or use of property within the proposed subdivision;
- f. The discharge of sewage from the proposed subdivision into the community sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board;
- g. The design of the subdivision provides, to the extent feasible, passive or natural heating and cooling opportunities; and

- h. The proposed subdivision, its design, density, and type of development and improvements conform to the regulations of this Development Code and the regulations of any public agency having jurisdiction by law.

WHEREAS, the Planning Commission has given careful consideration to this map on August 23, 2018, and does find the project in substantial conformance with the environmental analysis performed for the 2014 General Plan Update and 2014 Development Code Update.


NOW, THEREFORE, BE IT RESOLVED that Vesting Tentative Tract Map TM6221, attached and labeled Exhibit "B," be and is hereby approved, subject to the attached conditions labeled Exhibit "A."

* * * * *

The foregoing resolution was approved by the Clovis Planning Commission at its regular meeting on August 23, 2018, upon a motion by Commissioner Cunningham, seconded by Commissioner Hatcher, and passed by the following vote, to wit:

AYES: Commissioners Antuna, Bedsted, Cunningham, Hatcher
NOES: Chair Hinkle
ABSENT: None
ABSTAIN: None

PLANNING COMMISSION RESOLUTION NO. 18-42
DATED: August 23, 2018


Paul Hinkle, Chair

ATTEST:


Dwight Kroll, AICP, Secretary

EXHIBIT "A"
Conditions of Approval – TM6221
(As approved by the Planning Commission – August 23, 2018)

PLANNING DIVISION CONDITIONS
(George González, Division Representative – (559) 324-2383)

1. This Project is subject to the development standards of the General Plan Land Use Diagram.
2. Rezone R2018-06 approves an R-1 Zoning permitting the development of a single-family product. Density shall be consistent with the General Plan Land Use Diagram and not exceed 4.0 dwelling units per acre.
3. The development shall utilize the development standards of the R-1 Zone District.
4. Garages shall be a minimum of 20'x22' (interior clear).
5. The applicant shall notify all property owners along streets where new water and sewer utilities will be constructed to determine if they wish to purchase a lateral connection per City policy.
6. The applicant shall contribute a proportional share towards the development and improvement of a neighborhood park. The formula for park contribution is based on one acre of park for each 1,000 residents to be used for the acquisition and improvement of a neighborhood park facility. Contribution greater than this formula may be reimbursable.
7. The specific locations and type of trees to be utilized along the Ashlan and Locan frontages shall be reviewed during the landscape review committee process.
8. The developer shall enter into a Covenant Agreement regarding a "right to farm." Such agreement shall be disclosed to all future home buyers.
9. All transformers shall be located underground. Pad mounted transformers may be considered through an Administrative Use Permit.
10. This tentative map is approved per the attached Exhibit "B" of this report.
11. All landscaping (open space and private yards) shall conform with the City of Clovis Water Efficient Landscape Ordinance.
12. Maximum building (main structure) height shall not exceed thirty-five (35) feet.
13. The developer shall construct a minimum six-foot high solid split face masonry wall along the Ashlan Avenue and Locan Avenue frontages.
14. The applicant shall notify all property owners along streets where new water and sewer utilities will be constructed to determine if they wish to purchase a lateral connection per City policy.
15. 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.
16. Ashlan Avenue shall have a 30-foot landscape/pedestrian setback, with an 11-foot parkway, 8-foot sidewalk, and 11-foot landscape setback.

17. The 8-foot sidewalk shall meander along the Ashlan Avenue frontage.
18. Locan Avenue shall have a 10-foot landscape/pedestrian setback, with a 5-foot parkway and 5-foot sidewalk setback.
19. The applicant shall obtain City approval in advance of temporary and permanent subdivision signs through separate sign review, consistent with the development criteria of the Clovis Municipal Code Sign Ordinance.
20. Maximum lot coverage is 40% for Vesting Tentative Tract Map TM6221.
21. Upon final recordation of this tentative tract map, it shall be the applicant's responsibility to furnish to the Planning Department an electronic (PDF) copy of the original map obtained from the Fresno County Recorder's Office.
22. The applicant shall relay all conditions of approval for Tentative Tract Map TM6221 to all subsequent purchasers of individual lots, if applicable, and/or to subsequent purchasers of this entire tract map development.
23. The applicant shall record a Notice of Nonconformance dealing with any structure used for model homes where the garage is converted for the use as a sales office.
24. **Upon submittal of a Parcel Map application for the remainder lot, a condition of approval will be added to remove the driveway access to Ashlan Avenue and require new access to be installed along the Antonio Avenue frontage.**

POLICE DEPARTMENT CONDITIONS

(Curt Shurtliff, Department Representative - 324-2400)

25. Construction work shall be limited to the hours set forth in the Clovis Municipal Code. (CMC § 5.18.15.)
26. It shall be the responsibility of the property owner to maintain the structures and adjoining fences to the project free of graffiti. All forms of graffiti shall be removed within 72 hours. (CMC §§ 5.18.02(r), 5.18.06 (b).)
27. Emergency phone numbers for responsible parties shall be kept current during the building phase of the project.
28. All construction materials shall be located within a secured area or monitored by security staff during non-construction hours.

FIRE DEPARTMENT CONDITIONS

(Gary Sawhill, Department Representative - 324-2224)

29. **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).
30. **Street Width for Single Family Residences:** Shall comply with Clovis Fire Standard #1.1.
31. **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.

32. **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.
33. **Residential Fire Hydrant:** The applicant shall install 2 4 ½" x 2 ½" 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.
34. **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.

CLOVIS UNIFIED SCHOOL DISTRICT CONDITIONS
(Michael Johnston, CUSD Representative – 559-327-9000)

35. The development of this project is subject to the Clovis Unified School District impact fee. See the attached letter.

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT CONDITIONS
(Robert Villalobos, FMFCD Representative - 456-3292)

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

FRESNO IRRIGATION DISTRICT CONDITIONS
(Laurence Kimura, FID Representative - 233-7161)

37. The applicant shall refer to the attached FID correspondence. If the list is not attached, please contact the District for the list of requirements.

COUNTY OF FRESNO COMMENTS
(Steve Farmer, County of Fresno Representative - 488-2892)

38. The applicant shall pay the County of Fresno's facilities impact fees set forth in the applicable Schedule of Fees adopted by the County Board of Supervisors, in County Ordinance, Chapter 17.90.

ENGINEERING / UTILITIES / SOLID WASTE DIVISION CONDITIONS
(Sean Smith, Engineering Division Representative – 324-2363)
(Paul Armendariz, Department Representative – 324-2649)
(Scott Redelfs, Solid Waste Division Representative – 324-2648)

Maps and Plans

39. 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.

40. The applicant shall submit to the City of Clovis Engineering Division, a set of construction plans on 24" x 36" sheets with City standard title block for all required improvements. These plans shall be prepared by a registered civil engineer, and shall include a site grading and drainage plan and an overall site utility plan showing locations and sizes of sewer, water, irrigation, and storm drain mains, laterals, manholes, meters, valves, hydrants, other facilities, etc. Plan check and inspection fees per City of Clovis Resolution No. 03-152 shall be paid with the first submittal of said plans. All plans shall be approved by the City and all other involved agencies prior to the release of any development permits.
41. 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).
42. 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 one bond copy 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 the applicant shall provide (1) digital copy to the City in PDF format.

General

43. 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.
44. For any sewer or water main, or undergrounding of utilities, or major street to be installed by the applicant and eligible for reimbursement from future developments, the applicant shall submit to the City of Clovis, all reimbursement requests in accordance with the current version of the "Developer Reimbursement Procedures"; a copy can be obtained at the City Engineer's Office.
45. 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.
46. The applicant shall address all 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.
47. 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.
48. The applicant shall contact and address Caltrans requirements.

49. 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.
50. 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.
51. 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.

Dedications and Street Improvements

52. 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.
53. Locan Avenue - along development frontage, provide right-of-way acquisition for 42' (exist 37') west of the centerline and improve with landscaping and irrigation,
54. Ashlan Avenue - along development frontage, provide right-of-way acquisition for 70' (exist 45') north of the centerline improve with sidewalk, landscaping and irrigation.
55. Hornet Avenue - along development frontage, provide right-of-way acquisition for 27' (exist 25') east of the centerline and improve with curb, gutter, sidewalk, curb return ramps, permanent paving and overlay as necessary to match the existing permanent pavement, and all transitional paving as required.
56. Interior streets 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 de sac, and all transitional paving as needed.
57. If the applicant chooses the Narrow Residential Street Policy, the applicant shall dedicate to provide for 50' right-of-way and improve with curb, gutter, sidewalk, drive approaches, curb return ramps, streetlights, 32' permanent paving except in cul de sac, and all transitional paving as needed. The maximum distance for a narrow 50' wide street is 1000' to 54' wide or wider street.
58. Dedicate corner cut-offs and install curb return ramps at all locations as required.
59. The applicant shall relinquish all vehicular access to Ashlan and Locan Avenues for all the lots backing onto these streets.
60. The applicant shall remove and replace all broken or damaged concrete improvements, such as necessary.
61. Applicant shall provide a dedication for a 10' public utility easement, where applicable, along all frontages or alternate widths approved by the utilities companies.

62. 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, legal costs, negotiation costs, and administrative costs. The applicant shall pay such estimated costs as soon as they are determined by the City.
63. The sideyard side of all corner lots shall have full width sidewalk except where planter strips or meandering sidewalk is proposed.
64. 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.

Sewer

65. The applicant shall identify and abandon all septic systems to City standards.
66. 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 must be supported by appropriate calculations.
 - Interior streets - install 8" mains.
67. The applicant shall install one (1) 4" sewer service house branch to each lot within the tentative tract.
68. The developer shall provide sewer service and connect the existing home on the remainder parcel to City sewer.

Water

69. The applicant shall identify and abandon all water wells to City standards.
70. 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 must be supported by appropriate calculations.
 - Interior streets - install 8" mains.
71. 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.
72. The developer shall provide water service and connect the existing home on the remainder parcel to City water.

73. 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

74. 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.
- Locan Avenue – install 8" main along the property frontage.

Grading and Drainage

75. 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.
76. 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

77. 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: landscape strips along Ashlan and Locan Avenues, and the median island in Ashlan Avenue.
78. All landscape improvements shall be installed, accepted for maintenance by the City prior to issuance of 40% of the Tract's building permits. If the improvements are not constructed 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. The two year period may be extended at City's sole option and discretion and upon such conditions as City shall determine.

79. 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 must 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 \$229.45, 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 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.
80. The applicant shall comply with the City of Clovis Water Efficient Landscape Requirements Ordinance.
81. 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.
82. 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.
83. The applicant shall apply to the Fresno Irrigation District (FID) for transfer of irrigation water rights to the City of Clovis, if the property has not already been removed from FID and transferred to the City. The applicant shall execute a "Request for Change of Relative Value" that can be obtained and processed through FID. The applicant shall provide a copy of the completed form to the City.
84. 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.

85. 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 must be submitted to and approved by the City of Clovis City Engineer prior to final map approval.

Miscellaneous

86. The applicant shall install street lights 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 shall be owned and maintained by local utility providers. Proof of local utility provider's approval shall be provided.
87. 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/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.
88. A deferment, modification, or waiver of any engineering conditions will require the express written approval of the City Engineer.
89. The conditions given herein are for the entire development. Additional requirements for individual phases may be necessary pending review by the City Engineer.



PLAN 2700A

PLAN 2528B

PLAN 2399C

CHADWICK STREET SCENE

WILSON HOMES INC.
Over 40 Years Building the South

CUP2019-005, ATTACHMENT 8, Street Scene Elevations



County of Fresno

DEPARTMENT OF PUBLIC HEALTH

David Pomaville, Director
Dr. Ken Bird, Health Officer

May 10, 2018

LU0019445
2604

George Gonzalez, Associate Planner
City of Clovis
Planning and Development Services Department
1033 Fifth Street
Clovis, CA 93612

Dear Mr. Gonzalez:

PROJECT NUMBER: R2018-06, TM6221

A request to rezone 5.99 acres of land from R-A to R-1 and a Vesting Tentative Tract Map for a 24-Lot SFR Subdivision Development.

APN: 555-130-34, -35

ZONING: R-1

ADDRESS: NWC Ashlan & Locan Avenues

Recommended Conditions of Approval:

- Construction permits for the proposed 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 proposed 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.
- The proposed demolition/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 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.

Promotion, preservation and protection of the community's health

1221 Fulton Mall / P. O. Box 11867, Fresno, CA 93775

(559) 600-3271 • FAX (559) 600-7629

The County of Fresno is an Equal Opportunity Employer

www.co.fresno.ca.us • www.fcdph.org

CUP2019-005, ATTACHMENT 9, Correspondence from Commenting Agencies

- 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 existing structures:

- Should the structures have an active rodent or insect infestation, the infestation should be abated prior to demolition of the structures in order to prevent the spread of vectors to adjacent properties.
- In the process of demolishing the existing structures, 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 structures 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: 2M Development- Applicant (mason6133@gmail.com) (CT. 59.11)



May 9, 2019

George Gonzalez
Planning and Development Services Dept.
1033 Fifth St.
Clovis, CA 93612

SUBJECT: CUP2019-005
TM 6221
Northwest corner of Ashlan and Locan Avenues
APN 555-130-34 (portion) & 35

Dear Mr. Gonzalez:

The purpose of this letter is to provide school district information relative to the above-referenced development and to comply with Business and Professions Code section 11010, subdivision (b)(11)(A) regarding the provision of school-related information to the developer/owner and the State Department of Real Estate.

1. Elementary School Information:

- (a) The subject land is presently within the attendance area of the elementary school (grades K-6) listed below:

School Name: *Freedom Elementary*
Address: *2955 Gettysburg Ave Clovis CA 93611-3954*
Telephone: *(559) 327-4800*
Capacity: *855*
Enrollment: *708 (CBEDS enrollment 2018-19 school year)*

- (b) Because of projected growth in the District and the District's plans for construction of new school facilities, it is possible that (1) adjustment of school attendance areas could occur in the future such that students residing in the project area may be required to attend an elementary school other than the school listed above, and (2) students residing in the project area may attend more than one elementary school within the District during their elementary school years.

Governing Board

Christopher Casado
Steven G. Fogg, M.D.
Susan K. Hatmaker
Brian D. Heryford
Glnny L. Hovsepian
Elizabeth J. Sandoval
Tiffany Stoker Madsen

Administration

Eimear O'Farrell, Ed.D.
Superintendent

Don Ulrich, Ed.D.
Deputy Superintendent

Norm Anderson
Associate Superintendent

Barry S. Jager, Jr.
Associate Superintendent

Michael Johnston
Associate Superintendent

George Gonzalez
May 9, 2019
Page 2

2. Intermediate School Information:

School Name: *Reyburn Intermediate*
Address: *2901 Dewolf Ave Clovis CA 93619-5226*
Telephone: *(559) 327-4500*
Capacity: *1600*
Enrollment: *1491 (CBEDS enrollment 2018-19 school year)*

3. High School Information:

School Name: *Clovis East High School*
Address: *2940 Leonard Ave Clovis CA 93619-8446*
Telephone: *(559) 327-4000*
Capacity: *3100*
Enrollment: *2567 (CBEDS enrollment 2018-19 school year)*

4. Bus transportation is currently provided for grades K-6 students residing further than one mile from school and for grades 7-12 students residing further than two and one-half miles from school. Transportation will be available for students attending the above-identified elementary, intermediate and high schools in accordance with District standards in effect at the time of enrollment.
5. The District currently levies a school facilities fee of \$4.87 per square foot (as of July 1, 2018) for residential development. The fee is adjusted periodically in accordance with law. New development on the subject property will be subject to the fee in place at the time fee certificates are obtained.

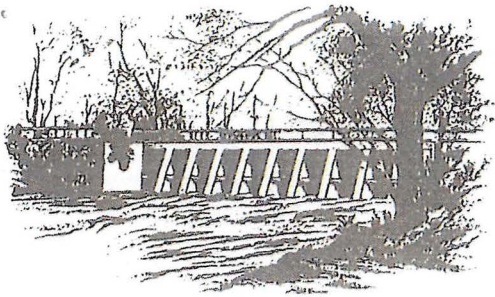
The District hereby requests that the information in this letter be provided by the owner/subdivider to all prospective purchasers of property within the project.

Thank you for the opportunity to comment on the project. Please contact me if you have any questions regarding this letter.

Sincerely,



Michael Johnston
Associate Superintendent
Administrative Services



YOUR MOST VALUABLE RESOURCE - WATER



TELEPHONE (559) 233-7161
FAX (559) 233-8227
2907 S. MAPLE AVENUE
FRESNO, CALIFORNIA 93725-2208

May 20, 2019

Mr. George Gonzalez
City of Clovis
Planning and Development Services Department
1033 Fifth St.
Clovis, CA 93612

RE: Conditional Use Permit No. 2019-005
NW Ashlan and Locan avenues

Dear Mr. Gonzalez:

The Fresno Irrigation District (FID) has reviewed the Conditional Use Permit No. 2019-005 for which the applicant proposes the construction of a 24-lot single-family residential development, APN: 555-130-34 (portion), 35. This permit is being processed concurrently with TM6221 and R2018-06. FID has the following comment:

1. FID previously reviewed and comments on the subject property on May 17, 2019 as Vesting Tentative Tract Map 6221. Those comments and conditions still apply and a copy has been attached for your reference.

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 Chris Lundeen at (559) 233-7161 extension 7410 or clundeen@fresnoirrigation.com.

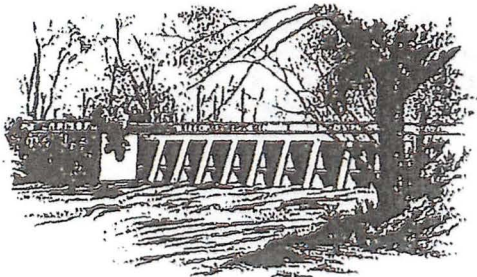
Sincerely,

Laurence Kimura, P.E.
Chief Engineer

Attachment

G:\Agencies\Clovis\Conditional Use Permit\CUP2019-005.doc

BOARD OF DIRECTORS President RYAN JACOBSEN, Vice-President JERRY PRIETO, JR.,
CHRISTOPHER WOOLF, GEORGE PORTER, GREGORY BEBERIAN, General Manager BILL STRETCH



YOUR MOST VALUABLE RESOURCE - WATER

OFFICE OF
**FRESNO
IRRIGATION DISTRICT**

TELEPHONE (559) 233-7161
FAX (559) 233-8227
2907 S. MAPLE AVENUE
FRESNO, CALIFORNIA 93725-2208

May 17, 2018

Mr. George Gonzalez
Planning and Development Services Dept.
City of Clovis
1033 Fifth Street
Clovis, CA 93612

RE: Vesting Tentative Tract Map 6221
N/W Ashlan and Locan avenues

Dear Mr. Gonzalez:

The Fresno Irrigation District (FID) has reviewed the Vesting Tentative Tract Map 6221 for which the applicant request approval for a 24-lot single-family residential development, APNs: 555-130-34, 35. FID has the following comments:

1. FID does not own, operate or maintain any facilities located on the subject property as shown on the attached FID exhibit map.
2. For informational purposes, FID's active Brown No. 113 Pipeline runs westerly along the south side of Ashlan Avenue and crosses Locan Avenue approximately 100 feet south of the subject property, as shown on the attached FID exhibit map. Should this project include any street and/or utility improvements along Ashlan Avenue, Locan Avenue, or in the vicinity of this pipeline, FID requires it review and approve all plans.
3. For informational purposes, FID's Gunn No. 386 Pipeline runs southerly and crosses the intersection of Ashlan Avenue and Temperance Avenue approximately 1,600 feet west of the subject property, as shown on the attached FID exhibit map. Should this project include any street and/or utility improvements along Ashlan Avenue, Temperance Avenue, or in the vicinity of this pipeline, FID requires it review and approve all plans.

G:\Agencies\Clovis\Tract Map\6221.doc

BOARD OF DIRECTORS President RYAN JACOBSEN, Vice-President JERRY PRIETO, JR.
CHRISTOPHER WOLF, GEORGE PORTER, GREGORY BEBERIAN, General Manager GARY R. SERRATO

4. The proposed development may negatively impact local groundwater supplies. The area is currently open land, rural residential or limited agricultural production with little to no water demand. Under current circumstances the project area is experiencing a modest but continuing groundwater overdraft. Should the proposed development result in an increase in the consumption of water, this deficit will increase. FID suggests the City 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.
5. 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 rely on it. The City of Clovis should consider the impacts of the development on the City's ability to comply with requirements of SGMA.

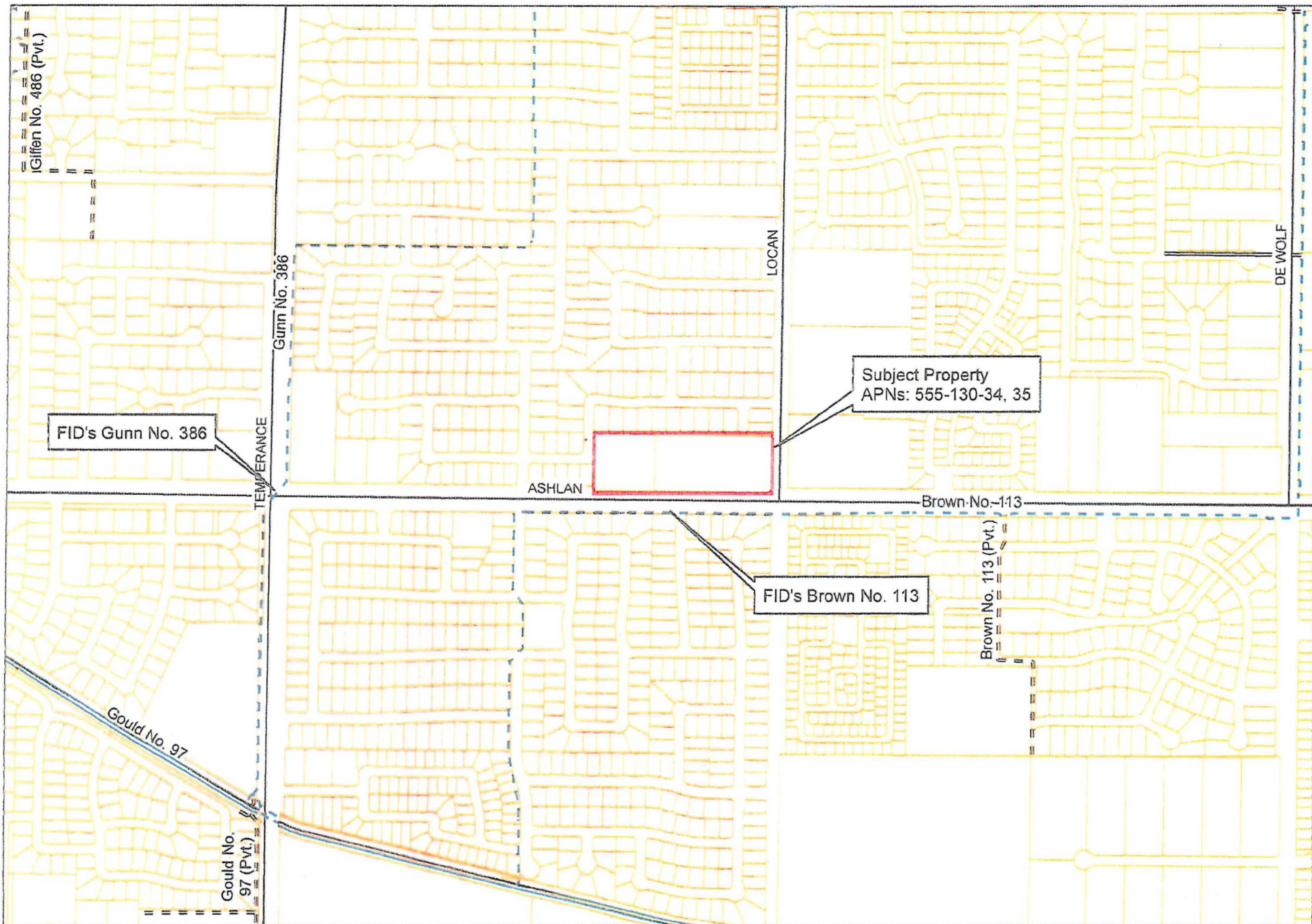
Thank you for submitting this for our review. We appreciate the opportunity to review and comment on the subject documents for the proposed project. If you have any questions please feel free to contact Chris Lundeen at (559) 233-7161 extension 7410 or clundeen@fresnoirrigation.com.

Sincerely,



Laurence Kimura, P.E.
Chief Engineer

Attachment



FRESNO METROPOLITAN FLOOD CONTROL DISTRICT
NOTICE OF REQUIREMENTS

File No. 210.433

Page 1 of 4

PUBLIC AGENCY

GEORGE GONZALEZ
PLANNING AND DEVELOPMENT SERVICES
CITY OF CLOVIS
1033 FIFTH STREET
CLOVIS, CA 936112

DEVELOPER

JEFF HARRIS, WILSON PREMIER HOMES, INC.
7550 N. PALM AVENUE, SUITE102
FRESNO, CA 93711

PROJECT NO: 2019-005

ADDRESS: NWC OF ASHLAN AND LOCAN AVENUES

APN: 555-130-34, 555-130-35

SENT: 5/22/19

Drainage Area(s)	Preliminary Fee(s)	Development Review Service Charge(s)	Fee(s)	
1G	\$38,271.00	NOR Review *	\$321.00	To be paid prior to release of District comments to Public Agency and Developer.
		Grading Plan Review *	\$896.00	Amount to be submitted with first grading plan submittal.
Total Drainage Fee: \$38,271.00		Total Service Charge: \$1,217.00		

* The Development Review Service Charge shown above is associated with CL TRACT 6221 and is currently proposed to develop in conjunction with this permit. Payment for this entitlement shall satisfy the amount due on the associated permits.

The proposed development will generate storm runoff which produces potentially significant environmental impacts and which must be properly discharged and mitigated pursuant to the California Environmental Quality Act and the National Environmental Policy Act. The District in cooperation with the City and County has developed and adopted the Storm Drainage and Flood Control Master Plan. Compliance with and implementation of this Master Plan by this development project will satisfy the drainage related CEQA/NEPA impact of the project mitigation requirements.

Pursuant to the District's Development Review Fee Policy, the subject project shall pay review fees for issuance of this Notice of Requirements (NOR) and any plan submittals requiring the District's reviews. The NOR fee shall be paid to the District by Developer before the Notice of Requirement will be submitted to the City. The Grading Plan fee shall be paid upon first submittal. The Storm Drain Plan fee shall be paid prior to return/pick up of first submittal.

The proposed development shall pay drainage fees pursuant to the Drainage Fee Ordinance prior to issuance of a building permit at the rates in effect at the time of such issuance. The fee indicated above is valid through 2/29/20 based on the site plan submitted to the District on 5/03/19 Contact FMFCD for a revised fee in cases where changes are made in the proposed site plan which materially alter the proposed impervious area.

Considerations which may affect the fee obligation(s) or the timing or form of fee payment:

- Fees related to undeveloped or phased portions of the project may be deferrable.
- Fees may be calculated based on the actual percentage of runoff if different than that typical for the zone district under which the development is being undertaken and if permanent provisions are made to assure that the site remains in that configuration.
- Master Plan storm drainage facilities may be constructed, or required to be constructed in lieu of paying fees.
- The actual cost incurred in constructing Master Plan drainage system facilities is credited against the drainage fee obligation.
- When the actual costs incurred in constructing Master Plan facilities exceeds the drainage fee obligation, reimbursement will be made for the excess costs from future fees collected by the District from other development.
- Any request for a drainage fee refund requires the entitlement cancellation and a written request addressed to the General Manager of the District within 60 days from payment of the fee. A non refundable \$300 Administration fee or 5% of the refund whichever is less will be retained without fee credit.

CL
CUP
No. 2019-005

**FRESNO METROPOLITAN FLOOD CONTROL DISTRICT
NOTICE OF REQUIREMENTS**

Page 2 of 4

Approval of this development shall be conditioned upon compliance with these District Requirements.

1. ☒ a. Drainage from the site shall BE DIRECTED TOWARD ANTONIO AND HORNET AVENUES.
☐ b. Grading and drainage patterns shall be as identified on Exhibit No.
☐ c. The grading and drainage patterns shown on the site plan conform to the adopted Storm Drainage and Flood Control Master Plan.

2. The proposed development shall construct and/or dedicate Storm Drainage and Flood Control Master Plan facilities located within the development or necessitated by any off-site improvements required by the approving agency:
☐ Developer shall construct facilities as shown on Exhibit No. 1 as
☒ None required.

3. The following final improvement plans and information shall be submitted to the District for review prior to final development approval:
☒ Grading Plan
☒ Street Plan
☐ Storm Drain Plan
☐ Water & Sewer Plan
☐ Final Map
☒ Drainage Report (to be submitted with tentative map)
☐ Other
☐ None Required

4. Availability of drainage facilities:
☒ a. Permanent drainage service is available provided the developer can verify to the satisfaction of the City that runoff can be safely conveyed to the Master Plan inlet(s).
☐ b. The construction of facilities required by Paragraph No. 2 hereof will provide permanent drainage service.
☐ c. Permanent drainage service will not be available. The District recommends temporary facilities until permanent service is available.
☐ d. See Exhibit No. 2.

5. The proposed development:
☐ Appears to be located within a 100 year flood prone area as designated on the latest Flood Insurance Rate Maps available to the District, necessitating appropriate floodplain management action. (See attached Floodplain Policy.)
☒ Does not appear to be located within a flood prone area.

6. ☐ The subject site contains a portion of a canal or pipeline that is used to manage recharge, storm water, and/or flood flows. The existing capacity must be preserved as part of site development. Additionally, site development may not interfere with the ability to operate and maintain the canal or pipeline.


CL CUP No. 2019-005

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT
NOTICE OF REQUIREMENTS

Page 3 of 4

7. The Federal Clean Water Act and the State General Permits for Storm Water Discharges Associated with Construction and Industrial Activities (State General Permits) require developers of construction projects disturbing one or more acres, and discharges associated with industrial activity not otherwise exempt from National Pollutant Discharge Elimination System (NPDES) permitting, to implement controls to reduce pollutants, prohibit the discharge of waters other than storm water to the municipal storm drain system, and meet water quality standards. These requirements apply both to pollutants generated during construction, and to those which may be generated by operations at the development after construction.
- a. State General Permit for Storm Water Discharges Associated with Construction Activities, effective July 1, 2010, as amended. A State General Construction Permit is required for all clearing, grading, and disturbances to the ground that result in soil disturbance of at least one acre (or less than one acre) if part of a larger common plan of development or sale). Permittees are required to: submit a Notice of Intent and Permit Registration Documents to be covered and must pay a permit fee to the State Water Resources Control Board (State Board), develop and implement a storm water pollution prevention plan, eliminate non-storm water discharges, conduct routine site inspections, train employees in permit compliance, and complete an annual certification of compliance.
 - b. State General Permit for Storm Water Discharges Associated with Industrial Activities, April, 2014 (available at the District Office). A State General Industrial Permit is required for specific types of industries described in the NPDES regulations or by Standard Industrial Classification (SIC) code. The following categories of industries are generally required to secure an industrial permit: manufacturing; trucking; recycling; and waste and hazardous waste management. Specific exemptions exist for manufacturing activities which occur entirely indoors. Permittees are required to: submit a Notice of Intent to be covered and must pay a permit fee to the State Water Resources Control Board, develop and implement a storm water pollution prevention plan, eliminate non-storm water discharges, conduct routine site inspections, train employees in permit compliance, sample storm water runoff and test it for pollutant indicators, and annually submit a report to the State Board.
 - c. The proposed development is encouraged to select and implement storm water quality controls recommended in the Fresno-Clovis Storm Water Quality Management Construction and Post-Construction Guidelines (available at the District Office) to meet the requirements of the State General Permits, eliminate the potential for non-storm water to enter the municipal storm drain system, and where possible minimize contact with materials which may contaminate storm water runoff.
8. A requirement of the District may be appealed by filing a written notice of appeal with the Secretary of the District within ten days of the date of this Notice of Requirements.
9. The District reserves the right to modify, reduce or add to these requirements, or revise fees, as necessary to accommodate changes made in the proposed development by the developer or requirements made by other agencies.
10. X See Exhibit No. 2 for additional comments, recommendations and requirements.


Debbie Campbell
Design Engineer


Robert Villalobos
Project Engineer

CL
CUP No. 2019-005

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT
NOTICE OF REQUIREMENTS

Page 4 of 4

CC:

LORREN SMITH, HARBOUR & ASSOCIATES

389 CLOVIS AVENUE, SUITE 300

CLOVIS, CA 93612

2M DEVELOPMENT CORPORATION

6455 N. HIGHLAND AVE.

CLOVIS, CA 93611

CL CUP No. 2019-005

OTHER REQUIREMENTS
EXHIBIT NO. 2

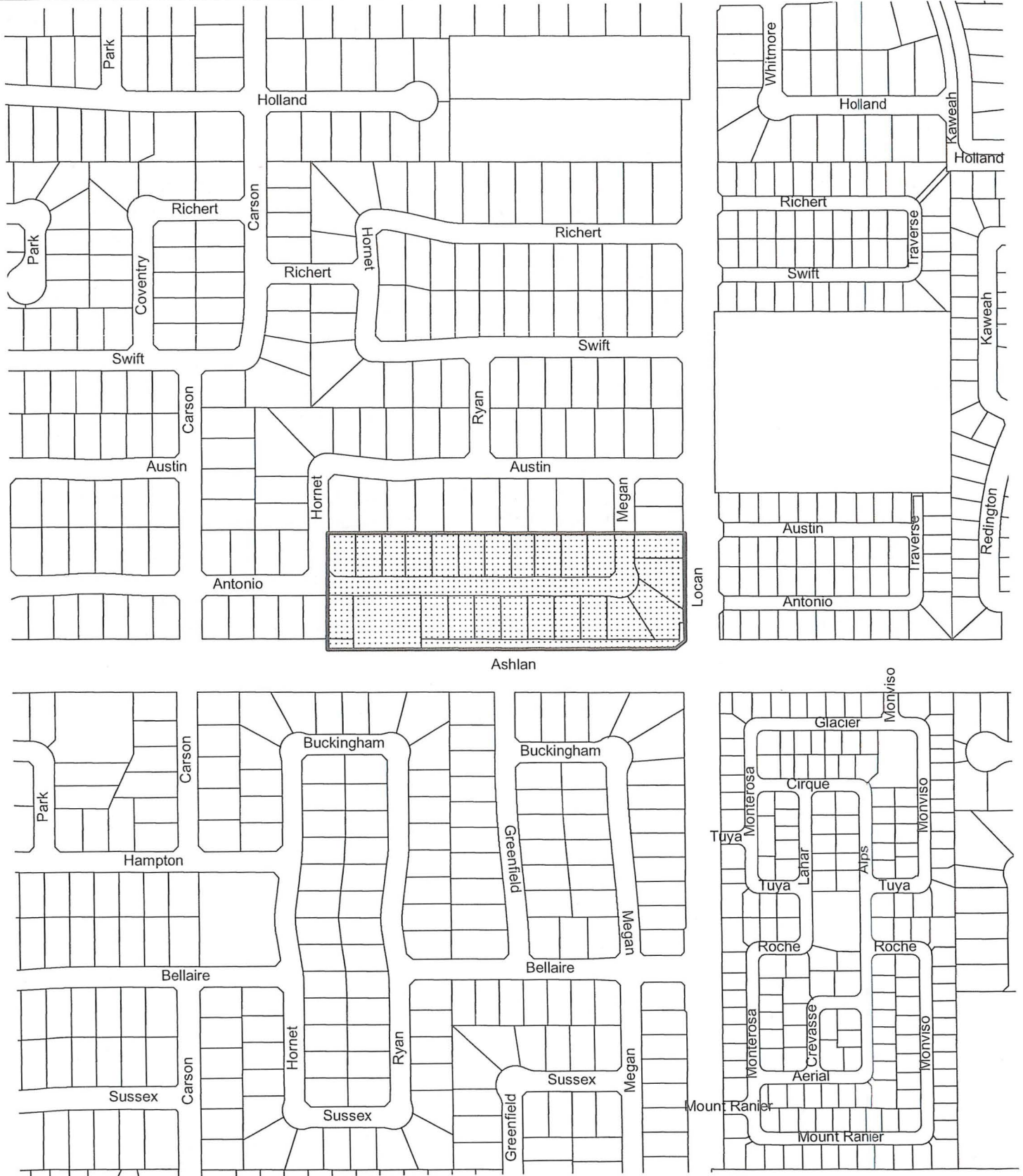
The cost of construction of Master Plan facilities, excluding dedication of storm drainage easements, is eligible for credit against the drainage fee of the drainage area served by the facilities. A Development Agreement shall be executed with the District to effect such credit. Reimbursement provisions, in accordance with the Drainage Fee Ordinance, will be included to the extent that developer's Master Plan costs for an individual drainage area exceed the fee of said area. Should the facilities cost for such individual area total less than the fee of said area, the difference shall be paid upon demand to the City/County or District.

There is an existing twenty-foot (20') wide storm drain easement along the south property line as shown on Exhibit No. 1. No encroachments into the easement shall be permitted including, but not limited to, foundations, roof overhangs, swimming pools, and trees.

The developer shall dedicate a minimum twenty-foot (20') wide storm drain easement as shown on Exhibit No. 1 as a condition of the final map. No encroachments into the easement will be permitted including, but not limited to, foundations, roof overhangs, swimming pools, and trees.

A minimum fifteen-foot (15') wide storm drain easement will be required within Clovis Avenue Alignment if storm drain facilities are located on private property. No encroachments into the easement will be permitted including, but not limited to, foundations, roof overhangs, swimming pools, and trees.

Development No. Clovis DRC 2019-005





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: July 15, 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.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

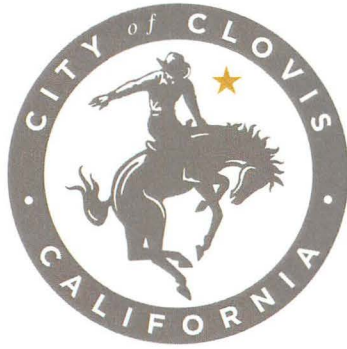
TO: Mayor and City Council

FROM: Administration

DATE: July 15, 2019

SUBJECT: Consider Adoption - Ord. 19-09, An Ordinance of the City Council of the City of Clovis Amending Section 5.6.09, subsection (a) of Chapter 5.6 of Title 9 of the Clovis Municipal Code Regarding the Maximum Number of Card Tables Allowed in a Card Room. (Vote: 4-1 with Councilmember Whalen voting no)

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



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: July 15, 2019

SUBJECT: Consider Adoption - Ord. 19-10, Amending Various Sections of the Municipal Code Relating to Development Fees. (Vote: 3-0-2 with Councilmember Flores and Councilmember Whalen absent)

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



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: July 15, 2019

SUBJECT: Consider Approval – Revised, Amended and Restated Cooperative Agreement between Fresno Irrigation District and City of Clovis for Water Utilization and Conveyance, and making the determination that the agreement is exempt from CEQA; and Consider Approval - Firm Surface Water Supply and Purchase Agreement.

ATTACHMENTS: (A) Revised, Amended and Restated Cooperative Agreement
(B) Firm Surface Water Supply and Purchase Agreement

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to take action and approve as follows:

- 1) Approve the Revised, Amended and Restated Cooperative Agreement between Fresno Irrigation District and City of Clovis for Water Utilization and Conveyance;
- 2) Determine that the Revised, Amended and Restated Cooperative Agreement between FID and the City is exempt from CEQA pursuant to CEQA Guideline Section 15061(b)(3); and
- 3) Approve the Firm Surface Water Supply and Purchase Agreement.

EXECUTIVE SUMMARY

City of Clovis staff began negotiations with the Fresno Irrigation District (FID) in late 2017 to discuss the terms of revising and updating the Cooperative Agreement

between FID and Clovis that specifies the contractual arrangement for the City to receive Kings River Water Supply. The attached agreements represent the final proposed language and terms for the City to continue receiving Kings River water and include the addition of a new water supply to meet future City growth and support implementation of the Sustainable Groundwater Management Act (SGMA). The original Conveyance Agreement, which was signed in 1972, needed to be revised and updated for current and future operations.

The revised and updated Conveyance Agreement provides the City the certainty of receiving its current allocation of Kings River water and allows for an additional 1% allocation as lands within the FID service area annex to the City upon development. Currently, in an average water year, FID is entitled to approximately 450,000 acre feet of Kings River water. Of that amount, the City of Clovis currently receives 6.12%, which is about 27,500 acre feet of allocated Kings River water. The additional 1% will add about 4,500 acre feet, totaling approximately 32,000 acre feet of allocated water in an average water year.

To meet expected growth in relationship to the City of Clovis General Plan and the 2015 Urban Water Management Plan (UWMP), and to assist in compliance with SGMA, a supplemental agreement for a new water supply has been negotiated. The supplemental agreement is for a firm 7,000 acre feet of water available to the City annually and is not dependent on seasonal conditions. This water supply will be extremely valuable in multiple drought years. This new water supply will also provide for City growth.

Staff believes that the combination of secured water supply and enacted State legislation will provide the City the necessary means to serve growth as defined in the General Plan. The 2020 UWMP update, expected to be completed next year, will provide the City with an updated look at current and future water needs. The following is a list of water supply that is and will be available to meet City water needs:

- | | |
|--|------------------|
| • FID Conveyance Agreement (average water year) | 32,000 acre feet |
| • Firm Water Supply Agreement | 7,000 acre feet |
| • Waldron Pond Banking Facility | 9,000 acre feet |
| • Jameson-Boswell Banking Facility | 4,500 acre feet |
| • Garfield Water District allocation (average water year) | 1,170 acre feet |
| • International Water District allocation (average water year) | 600 acre feet |

Senate Bill SB 606 and Assembly Bill 1668 require cities to set strict annual water budgets. Under the bills, each urban water provider will be required to come up with a target for water use by 2022. Fines for agencies failing to meet their goals can begin in 2027. Standards will be based on a formula that is made up of three main factors: an allowance of 55 gallons per person per day for indoor water use, dropping to 50 gallons by 2030; a yet-to-be determined amount for residential outdoor use that will

vary depending on regional climates; and a standard for water loss due to leak rates in water system pipes.

BACKGROUND

At the February 20, 2018 Clovis City Council meeting, Councilmembers Jose Flores and Drew Bessinger were selected to represent the City of Clovis in negotiations with the Fresno Irrigation District. This Ad Hoc committee met on December 18, 2018 with two board members of the Fresno Irrigation District, Jerry Prieto and Ryan Jacobsen, and tentatively agreed to the terms of both agreements. Staff then spent the following months working out the final details of the agreements. The negotiation teams and summary of the agreements are as follows:

Negotiating for the City of Clovis

Jose Flores, Councilmember
Drew Bessinger, Councilmember
Luke Serpa, City Manager
Scott Redelfs, Public Utilities Director
Paul Armendariz, Assistant Public Utilities Director

Negotiating for the Fresno Irrigation District

Jerry Prieto, Board Member
Ryan Jacobsen, Board Member
Gary Serrato, General Manager (retired)
Bill Stretch, General Manager

A summary of the agreements is listed below.

Revised, Amended and Restated Cooperative Agreement between FID and Clovis for Water Utilization and Conveyance

- The structure of the Agreement is similar to the FID – City of Fresno Conveyance Agreement dated December 15, 2016. This was a requirement from FID at the onset of negotiations for consistency purposes.
- The Agreement builds on the previous Conveyance Agreement with FID and includes provisions for current policies and understandings.
- As the lead agency, City of Clovis staff has determined that this Agreement is exempt from CEQA, as there are no environmental impacts as outlined by CEQA guideline section 15061(b)(3). A public hearing is not required; however, after Council Approval, the Agreement will be available for review and comment for 35 days before final adoption by the State.
- The Agreement will terminate on the last day of June 2045 and will be continued yearly until such time as a new Agreement is reached.

- FID will continue to be the exclusive agent to manage the City's surface water supply.
- The City will continue to receive Kings River water supply allocation. The growth of this supply shall be limited to 7.12% of the District's Kings River water supply right. The City is currently at 6.12%. The percentages are determined by FID area within the City boundaries that have been annexed by the City of Clovis. This 1% of remaining allocation equates to approximately 4,500 acre feet of available water supply in an average water year.
- The City will continue to pay FID the per acre assessment imposed annually on lands that are within the FID boundaries and are receiving FID water service.
- The City and FID mutually agree to renegotiations when the City hits the 7.12% Kings River water supply allocation.
- The City may reschedule up to 5,000 acre feet of supply that becomes available during one water year for delivery in the succeeding water year.
- The Agreement references the establishment of a new Firm Water Supply Agreement in which 7,000 acre feet of Kings River water supply will be made available to the City over a 25-year timeline.

Firm Water Supply and Purchase Agreement

- This Agreement recognizes the secure delivery of 7,000 acre feet of water supply for the City of Clovis that will be developed over a 25-year time period.
- The cost of developing this firm water supply shall be \$5,000 per acre foot. The total cost will be \$35 million. The schedule of payments and availability of water is summarized as follows:
 - In September 2020, a payment of \$5 million will be made for access to 1,000 acre feet.
 - Between 2020 and 2030, the City will schedule annual payments of \$1.5 million and receive 300 acre feet allocations accordingly. The payments and allocation are accumulative such that by 2030, the City will have paid \$20 million for access to 4,000 acre feet of firm water supply.
 - Between 2030 and 2045, the City will schedule annual payments of \$1 million and receive 200 acre feet allocations accordingly, such that by 2045, the City will have paid a total of \$35 million for 7,000 acre feet of firm water supply.
- The firm water supply is not tied to the allocation the City typically receives from FID and the Conveyance Agreement. This means that the amount of water allocated in the payment schedule will be available for the City to use regardless of the water year experienced (i.e. the City will still have access to 7,000 acre feet of water during multiple drought years).
- The cost for the conveyance of the water is set at \$250 per acre foot, increasing annually with an inflation adjustment.

Staff released the draft agreements to stakeholders for review and comment on June 26, 2019 and has yet to receive any comments. The FID Board will consider adopting the agreements at their Board of Directors meeting after approval of the agreements by the Clovis City Council.

The \$35 million investment to secure a firm water supply is proposed to be paid for by both the Development Major Facility funds and Water Enterprise funds. The Development share of this investment is to serve future growth and the Water Enterprise share is for sustainability (SGMA) related reasons. At this point in time, the technical working group developing the Groundwater Sustainability Plan (GSP) under SGMA has found that the City of Clovis is currently in balance concerning water supply and overdraft. This is an important point to note because the greater need for the firm water supply will be to serve future development. There have been preliminary meetings and discussions with the development industry, in which they have been made aware of an impending cost for the new water supply to serve growth.

Staff will be working closely with the development industry to discuss and negotiate the actual obligation towards the water supply costs and how it would be assessed and collected as a new development impact fee. This water supply fee should be in effect before the first payment is due in September 2020. This window of time gives staff and the development industry the ability to work out the debt obligation and fine tune the development impact fee. To secure and ensure access to the new water supply, the Water Enterprise account will have accumulated the necessary funding to make the initial \$5 million down payment required in September of 2020. The Water Enterprise account would cover a funding shortfall to meet the terms of the agreement should the Development account not have the funding to do so.

FISCAL IMPACT

There is no change to the fiscal impact in the Revised, Amended and Restated Cooperative Agreement. An annual assessment based on the acreage that is within the FID service area is budgeted for and paid annually from the Water Enterprise Fund.

The Firm Water Supply Agreement which allocates 7,000 acre feet of new water supply is stated at \$35,000,000. Staff recommends that the Water Enterprise account make the initial down payment of \$5,000,000 per the contractual requirements. This has been accounted for in the Water Enterprise 5-year forecast and the funds will have been accumulated to make this payment without adding an additional burden to the account. A Proposition 218 election will not need to be conducted to pay for the additional water investment. It is anticipated that the remaining \$30,000,000 will be paid per the payment schedule by the Development Major Facility fund with collection of appropriate development impact fees. The Water Enterprise fund would loan

monies to the Development Major Facility fund as needed should there be a funding shortfall.

REASON FOR RECOMMENDATION

The proposed agreements renew and secure the City's current and future contractual relationship with FID regarding surface water supplies. The Revised, Amended and Restated Cooperative Agreement between Fresno Irrigation District and City of Clovis for Water Utilization and Conveyance confirms the City's current Kings River water supply allocation and secures an additional 1% allocation for growth in the future. The amended agreement also includes the ability to reschedule up to 5,000 acre feet of supply for a succeeding year.

The Firm Surface Water Supply and Purchase Agreement provides for an additional 7,000 acre feet prorated over the next 25 years in accordance with the payment schedule presented in Exhibit A to the Agreement. This firm water supply is reliable each year because it is not dependent on the type of water year experienced. This new water supply will provide for future growth and will assist in City compliance with SGMA during multiple drought years.

Staff recommends that these agreements be approved so that the City of Clovis can plan and provide for future development and continued service to our current customers.

ACTIONS FOLLOWING APPROVAL

The Revised, Amended and Restated Cooperative Agreement between Fresno Irrigation District and City of Clovis for Water Utilization and Conveyance and the Firm Surface Water Supply and Purchase Agreement will be executed by the designated City of Clovis representatives and will be forwarded to the FID Board for approval and final execution of the agreements.

An exemption from CEQA will be filed with the State and the Agreement will be available for review and comment for 35 days before final adoption by the State.

Prepared by: Paul Armendariz, Assistant Public Utilities Director

Submitted by: Scott Redelfs, Public Utilities Director



**REVISED, AMENDED AND RESTATED
COOPERATIVE AGREEMENT BETWEEN FRESNO
IRRIGATION DISTRICT AND CITY OF CLOVIS
FOR WATER UTILIZATION AND CONVEYANCE**

THIS AGREEMENT is entered into as of _____, 2019 by and between the Fresno Irrigation District, an irrigation district (herein called "District") and City of Clovis, a general law city (herein called "City").

WITNESSETH:

WHEREAS, District is an irrigation district organized and existing under the laws of the State of California and is the owner of certain water supplies, water rights and a water distribution system that can convey water to lands both within and outside District boundaries; and

WHEREAS, City owns a water distribution system for the distribution of water to lands both in and outside the exterior boundaries of City; and

WHEREAS, there is overlap between City's boundaries and those of District; and

WHEREAS, District and City have heretofore entered into a cooperative program of water utilization between said parties evidenced by a written agreement for such water utilization and conveyance dated August 7, 1972, which remains in effect as of the date of this Agreement (the "Cooperative Agreement"); and

WHEREAS, District and City wish to amend and restate the Cooperative Agreement in its entirety in order to continue with and expand said cooperative program to recognize changed circumstances affecting them; and

WHEREAS, certain provisions of this Agreement are specifically authorized by, and entered into pursuant to, Chapter 9 (commencing with Section 26670), Part 10, Division 11 of the California Water Code and Section 56133 of the California Government Code; and

WHEREAS, District holds rights to Kings River water and storage in Pine Flat Reservoir on the Kings River, subject to various contracts with the United States of America, water supply schedules and agreements by and among members of the Kings River Water Association and others, judicial and regulatory decrees, and the water rights governing the diversion and use of Kings River water, all as they may be amended or supplemented from time to time (collectively, the "Kings River Agreements"); and

WHEREAS, it is recognized by District and City that District is primarily charged with the distribution and delivery of water within District for Agricultural Use and that its canals and distribution system must primarily be used for that purpose; and

WHEREAS, it is recognized by both District and City that many inhabitants of District also require water for domestic, industrial or fire protection purposes supplied to them by City; and

WHEREAS, under the Cooperative Agreement, Kings River water is available to City once lands within District boundaries with surface water allotments are annexed into City and are covered by the Cooperative Agreement's contract rate for surface water delivery to City by District for those lands; and

WHEREAS, City and District are both committed to working cooperatively under the Sustainable Groundwater Management Act ("SGMA") so that the groundwater basin shared by City and District is sustainable and so that undesirable results (as defined in SGMA) are minimized or avoided; and

WHEREAS, City and District understand the importance of complying with SGMA, the District's desire to limit City's Kings River water supply allocation, and the value of preserving agricultural production within the North Kings Groundwater Sustainability Agency (the "North Kings GSA"), and therefore wish to designate the amount of Kings River water available to the City to provide more certainty on water supply availability, cooperation in the preservation of agricultural lands, and to address City's current and anticipated needs and circumstances; and

WHEREAS, City has heretofore used much of the surface water delivered to it under the Cooperative Agreement for Groundwater Recharge because of City's historical reliance on groundwater; and

WHEREAS, City desires to use more of its surface water supply for treatment and direct delivery via the City Water System to its water users and ratepayers while limiting its reliance on groundwater; and

WHEREAS, with the development of its surface water treatment facilities (the "SWTFs"), City now requires a long-term, reliable and certain surface water supply; and

WHEREAS, conveyance of raw surface water to the SWTFs on a reliable basis has required, among other things, (i) new conveyance infrastructure built by City to overcome certain operational challenges and/or interruptions to District's infrastructure to accommodate normal and routine maintenance of District's canals and pipelines that have historically delivered surface water to City, (ii) District to alter its operations and incur additional costs to make Out of Season Deliveries, and (iii) the use of new management techniques by District, with the attendant costs, including without limitation water sales, purchases, transfers, acquiring surface storage and exchanges, to meet the need for a supply of surface water to the SWTFs, all while addressing SGMA and other legal and regulatory requirements that impact the groundwater basin shared by District and City; and

WHEREAS, providing Out of Season Deliveries by District to City as well as growth within City will require the development of new water supplies and projects to provide the water being sought by City; and

WHEREAS, City acknowledges that District has a great depth of experience, knowledge and expertise in the management of surface water supply resources (including but not limited to water supply storage, sales, purchases, transfers and exchanges); and

WHEREAS, City recognizes that the coordinated management of both District's and City's water supplies and the associated facilities by District is desirable to maximize the use of the current water supplies and the associated facilities and the future development of water supplies and the associated facilities for both parties; and

WHEREAS, City has determined that it is in City's interest, and in the interest of its water users and ratepayers, to engage District to employ District's experience, knowledge and expertise on behalf of City in the management of City's Surface Water pursuant to the terms hereof in order to achieve City's and District's goals described herein and to accommodate City's desire for a reliable surface water supply, and District has agreed to be so engaged; and

WHEREAS, the changing conditions and manner of management of water supplies throughout the State of California, and other factors beyond the control of City and District, will require increased vigilance on the part of water purveyors in the region to cooperate with each other on long-range implementation strategies to improve the availability, reliability, and drought resiliency of water supplies; and

WHEREAS, through this Agreement and additional cooperative efforts, City, District and other entities in the region intend to capture flood released waters, optimize existing water supply storage assets, develop new water supply storage assets, expand Groundwater Recharge capacities, engage in strategic water supply sales, transfers and exchanges, and enhance the utilization of recycled and/or treated waters; and

WHEREAS, in light of SGMA, environmental regulations, water supply challenges and competition with other users and regions in the State for water supplies, City and District wish to further enhance their cooperative working relationship for the benefit of the water users and ratepayers they serve by entering into this Agreement to provide for strategic, long-range and coordinated water supply planning and management that will optimize water conservation, the efficient uses of water for agricultural and municipal uses, the capture of flood released water, the use of existing water supply storage assets, the development of new water supply storage assets, the expansion of Groundwater Recharge capacity, the effectiveness of strategic water supply sales, transfers, exchanges and purchases, and the enhancement of recycled water utilization; and

WHEREAS, City (as the lead agency) has reviewed the potential environmental impacts of the execution and implementation of this Agreement in accordance with the requirements of the California Environmental Quality Act ("CEQA") and, having concluded that it can be seen with certainty that there is no possibility that the execution and implementation of this Agreement may have a significant effect on the environment, determined that this Agreement is exempt from CEQA pursuant to CEQA Guideline Section 15061(b)(3); and

WHEREAS, District, as a responsible agency, concurred in City's CEQA exemption determination on _____, 2019.

NOW, THEREFORE, adopting the foregoing recitals as being applicable to this Agreement, it is mutually agreed as follows:

1. Term. The term of this Agreement shall be for a period commencing on the date it is executed by both District and City and ending at 12:00 o'clock p.m. on the last day of June in the year 2045, and thereafter continuing year to year until terminated by either party as of the last day of February of any subsequent year by written notice to the other party mailed prior to September 1st of the previous year. Upon the execution of this Agreement the Cooperative Agreement and all amendments thereto shall be of no further force or effect, except that City agrees to pay District any monies owing or to become owing to District under and according to the terms of the Cooperative Agreement, if any. The execution of this Agreement evidences the Parties' mutual intent to continue to be bound by the Supplemental Agreement No. 1 to the Fresno-Clovis Water System Interconnection Agreement as same applies to this Agreement ("F-C WSI Agreement").

2. Relationship of Agreement to Other Obligations.

(a) This Agreement shall be at all times subject to all of the terms and conditions of the (i) Kings River Agreements, (ii) the Revised, Amended and Restated Cooperative Agreement Between Fresno Irrigation District, the F-C WSI Agreement, and City of Fresno for Water Utilization and Conveyance dated as of December 20, 2016, and (iii) the contract dated December 22, 2010 between District and the United States of America identified as Contract No. 14-06-200-1122D ("District's Bureau Contract") pursuant to which District is entitled to purchase certain water from the United States (collectively, the "Senior Commitments"), and in no event shall District be required to deliver water or take any other action in contravention of the Senior Commitments. To the extent that any provision contained herein is inconsistent with any term or condition of the Senior Commitments, that contrary provision of this Agreement shall be subordinate to the Senior Commitments or, if subordination does not resolve such inconsistency, such contrary provision shall be unenforceable. In the event any such provision contained herein shall become unenforceable, the entire Agreement may be terminated by the party adversely affected as of the last day of February of the next succeeding year, by written notice served upon the other party on or before the first day of September of the year preceding such termination.

(b) This Agreement is to be interpreted to be consistent with the Water Banking and Reliability Agreement between City and District dated as of August 9, 2011, and the Water Banking and Reliability Agreement between City and District dated as of February 13, 2004. In the event of an inconsistency between this Agreement and either or both of such Water Banking and Reliability Agreements, the provisions of such Water Banking and Reliability Agreements and not this Agreement shall control. Nothing in this Agreement shall be interpreted to amend either of such Water Banking and Reliability Agreements.

3. Definitions. For the purpose of this Agreement, the following terms shall be defined as follows:

(a) "Agricultural Use" means the use of water primarily in the production of agricultural crops or livestock including but not restricted to domestic use incidental to such agricultural purposes, the watering of livestock and underground water replenishment.

(b) “City’s Kings River Supply” means City’s percentage of the total annual District Kings Water Supply.

(c) “City’s Surface Water” means all water available to City in a Water Year by means other than pumping from the underground water supply, including without limitation City’s Kings River Supply, any Fresno Stream Group water available to the City pursuant to the terms of the agreement which shall remain in effect and are not modified by this Agreement, and any surface water supply developed after the date of this Agreement.

(d) “City’s Water Service Area” means all lands within the exterior boundaries of City, and also all lands outside such boundaries that are within the exterior boundaries of District, to which City now delivers water or hereafter consents to deliver water by means of the City Water System and that are not hereafter designated or directly assessed by District as lands receiving or to receive District Water Service.

(e) “City Water System” means the conduits, pipes and other facilities (including without limitation the SWTfS) owned by City and used by City to convey water to City’s water service customers.

(f) “District Kings Water Supply” means the rights held by District for Kings River water and storage in Pine Flat Reservoir on the Kings River, subject to various contracts with the United States of America, water supply schedules and agreements by and among members of the Kings River Water Association and others, and judicial and regulatory decrees.

(g) “District Water Service” means the furnishing of water by District directly to lands within District by means of the District Water System other than pumping conducted by a landowner or water user directly from the underground water supply upon the lands receiving such water.

(h) “District Water System” means the conduits, pipes, canals, pumping stations and other facilities owned and/or used by District to convey water to lands or facilities whether in or outside of District.

(i) “Excluded Acres” means those acres within the City’s Water Service Area that are outside of the District’s boundaries.

(j) “Groundwater Recharge” means the intentional delivery of surface waters to basins or similar facilities to percolate the water into the underground aquifer.

(k) “Included Acres” means those acres within the City’s Water Service Area that are within the District’s boundaries.

(l) “Municipal, Industrial and Domestic Uses” means the use of water other than for Agricultural Use.

(m) “Out of Season Deliveries” means deliveries of City’s Surface Water via the District Water System during periods when District is not otherwise delivering irrigation water to its landowners or water users via the portions of the District Water System used to

convey City's Surface Water to the points on the District Water System where City will assume physical control of the delivered water.

(n) "Point of Delivery" means the headworks of the Gould Canal or the Fresno Canal as specified in the applicable schedule, and such other location(s) as City and District may mutually agree.

(o) "Water Year" means October 1 of one year through the last day of the following September.

4. Management of City's Surface Water.

To fulfill the purposes of this Agreement, and to facilitate the supply of water to City's public water supply system and facilities, District shall undertake, and is hereby appointed by City as City's exclusive agent for the management of City's Surface Water pursuant and subject to the terms of this Agreement, including but not limited to consistency with the goals provided in subsection 4(f) below.

(a) The management authority hereby granted to District shall include without limitation the exclusive right to:

- i. Direct the storage and release of City's Surface Water;
- ii. Schedule, order and provide for the delivery of City's Surface Water to District's points of diversion;
- iii. Optimize the reasonable and beneficial use of City's Surface Water and other available water supplies, while also ensuring delivery of water to the applicable Point(s) of Delivery as specified in this Agreement;
- iv. Pursue and implement, acquisition of storage, water sales, transfers and exchanges ("Transfers") using City's Surface Water; and
- v. Take all other actions associated with the management and administration of City's Surface Water in furtherance of the goals provided in subsection 4(f).

(b) District shall not voluntarily take any action that would:

- i. Result in a long-term reduction in amount of City's Surface Water;
- ii. Result in management or use of City Surface Water inconsistent with the goals provided in subsection 4(f) below, unless City provides prior written authorization of such management or use activities; or
- iii. Breach any other agreement governing any of City's Surface Water.

(c) Notwithstanding District's management of City's Surface Water, City shall be solely responsible for, and shall timely pay, all charges and other amounts payable in connection with any of City's Surface Water.

(d) Subject to the express rights of City under this Agreement, City shall take no action that interferes with District's management of City's Surface Water as long as District provides the deliveries thereof in accordance with Section 5.

(e) District shall coordinate with City to define and identify optimum use of City's Surface Water for the benefit of City's water users and ratepayers. This coordination shall be performed as described in this subsection.

i. As frequently as appropriate and necessary, and at least semi-annually, City and District shall confer to review and assess: available water supply information and data; precipitation, snow pack, and runoff conditions; assess water supply storage conditions; Kings River watershed water supply conditions; forecasted water supply available from Pine Flat Reservoir; forecasted municipal, industrial and domestic water demands; surface water delivery priorities for City; the forecasted surface water deliveries to City-owned intentional Groundwater Recharge basins; the forecasted surface water deliveries to third-party intentional recharge basins; the forecasted groundwater pumping required to meet City's forecasted municipal, industrial and domestic water demands; and other pertinent information and data related to water supply availability and water demands for the Water Year.

ii. It is understood that during any given Water Year it may be necessary to adjust the water supply planning forecast established pursuant to the above described process as water supply availability and demands change, and additional information and data is obtained, reviewed, and assessed. City and District shall employ their reasonable best efforts to meet and confer as necessary to keep each party informed to the extent water supply conditions and plans may change through the Water Year. District shall be responsible for providing informational updates to the City Administration to the extent there are material changes to the water supply conditions in any given Water Year.

(f) District's management of City's Surface Water shall at all times be in furtherance of one or more of the following water supply goals, which include without limitation:

- i. Providing a water supply to the SWTFs consistent with Sections 5 and 6 of this Agreement;
- ii. Improving the water supply reliability and drought-resiliency for City;
- iii. Improving the operation and utilization of City-owned recharge basins;

- iv. Offsetting City's cost of service for the public water supply system; and
- v. Effective implementation of conjunctive-use water management strategies to comply with the SGMA, directly benefit City's water users and ratepayers, and indirectly benefit groundwater users in the North Kings GSA.

(g) City and District will develop an operating plan for City-owned or City-used recharge basins (whether in existence as of the date of this Agreement or subsequently developed). The operating plan will be developed to optimize intentional Groundwater Recharge at City-owned recharged basins. Within the operating plan, City may designate District to operate and manage City-owned or City-used recharge basins if District accepts such designation.

(h) In the event City acquires a water supply to be delivered through the District Water System after the date of this Agreement in addition to City's Kings River Supply, District shall cooperate with City for the purpose of reaching agreement on the conveyance of such water in the District Water System for the benefit of City as a part of City's Surface Water on mutually acceptable terms and conditions.

(i) In the event City acquires control over any water supplies available to the Garfield Water District or the International Water District under either of such districts' respective contracts with the United States of America pursuant to which such district is entitled to purchase certain water from the United States, such water supplies shall belong to City but shall become a part of City's Surface Water managed by District pursuant to this Agreement. In the event either or both of the contracts referenced in the preceding sentence are proposed to be assigned in whole or in part to District, District shall use commercially reasonable efforts to cause the partial assignment of one of such contracts to City at the time the initial assignment to District occurs so that City will become a direct contractor with the United States for up to 500 acre feet of annual water supply. All water controlled by or made available to either City or District that is derived from the contract with the United States originally held by the Garfield Water District shall be utilized within the boundaries of the Garfield Water District as of the date of this Agreement. All water controlled by or made available to either City or District that is derived from the contract with the United States originally held by the International Water District shall be utilized within the boundaries of the International Water District as of the date of this Agreement.

(j) City and District acknowledge that City will require a new annual water supply of at least 7,000 acre feet per year to supply anticipated growth within City's Water Service Area as it may expand in the future. To address that requirement, District and City shall, concurrent with entering into this Agreement, enter into a Firm Surface Water Supply and Purchase Agreement whereby, among other things, District shall develop and make available to City up to 7,000 acre

feet per year of new water supply through projects and programs identified and undertaken by District to augment City's Surface Water.

5. Water Made Available to City.

(a) Subject to all other provisions of this Agreement, and pursuant to Section 26671 of the California Water Code, District shall deliver to City during each Water Year, for distribution and use by City within City's Water Service Area, in accordance with Section 6 of this Agreement, all of City's Surface Water available during the Water Year that can be delivered by District at the applicable Point of Delivery. City acknowledges that the water delivered may not be City's Surface Water, but rather other water controlled by District in the District Water System of similar quality and equal quantity, including without limitation water recovered from water banks, other water for which City's Surface Water is exchanged, and/or water purchased or acquired by District for delivery to City at District's cost, and that references in this Agreement to deliveries of City's Surface Water shall include deliveries thereof of a substitute supply by means of one or more exchanges, transfers, purchases or combinations thereof. At all times, District shall have the right to exchange and to convey for City in place thereof other water of similar quality and equal quantity (except sewer effluent or industrial wastes) available to District.

(b) City's Surface Water shall be deemed delivered to City when it reaches the Point of Delivery specified in the applicable schedule provided and approved under Section 6 of this Agreement, provided that for deliveries made via the District Water System, District shall thereafter convey such water to the points on the District Water System where City will assume physical control of the delivered water.

(c) Water delivered to City under this Agreement shall be used by City within City's Water Service Area only for Municipal, Industrial and Domestic Uses, Groundwater Recharge, and Agricultural Uses incidental thereto. City shall not sell, transfer, deliver or exchange any surface water or groundwater to or with any other person or entity without written consent of District first had and obtained, which consent shall not be unreasonably withheld, delayed, or conditioned. However, this provision shall not prevent City from entering into separate agreements with any other entity which may have a similar agreement with District for the distribution and use of water received from District under such agreements, provided such separate agreements are entered into with the written consent of District first had and obtained and are subject to all the terms and conditions of this Agreement and District's agreements with such other entities.

(d) District and City agree that City's Kings River Supply shall be established as a percentage of the total District Kings Water Supply right as defined in Section 11.

(e) Water to be diverted from the streams commonly referred to as the Fresno Stream Group pursuant to a joint permit or license issued to City, District and the City of Fresno by the California State Water Resources Control Board shall be available first to City and the City of Fresno in their respective service areas for direct deliveries to customers and/or groundwater recharge for subsequent delivery to their respective customers in amounts determined by separate agreement between City and the City of Fresno. Any such water

available in excess of the amounts used for those purposes by City and the City of Fresno shall be available to District.

(f) To improve the availability, reliability, and drought resiliency of City's groundwater and surface water supply resources, City will continue to promote, encourage, and enforce water conservation and water-use efficiency programs, practices, and regulations. City's General Plan promotes water-conserving and water-efficient land use practices by requiring urban growth to occur sequentially in designated growth areas around City. City's designated growth areas are included at **Exhibit A** to this Agreement.

(g) For the term of this Agreement, City shall require the proponent of any development project proposed after the date of this Agreement to:

- i. Define the peak water demands, plus fire protection demands, required to meet the total water supply demands of the entire project at build-out conditions; and
- ii. Obtain a perpetual surface water supply allocation, right, entitlement or similar commitment from District, or other surface water supply agency (acceptable to both City and District as to quantity, quality and suitability), to meet the peak water demands, plus fire protection demands, at build out conditions.

(h) Once the acceptable perpetual water supply has been dedicated, transferred, or assigned to City, the water supply shall be incorporated into the City's Surface Water managed by District for City.

(i) To improve, restore, and maintain the availability, reliability, and drought resiliency of the groundwater and surface water resources in the North Kings GSA, District shall endeavor to work with all public water supply systems in the North Kings GSA to require the proponents of new development projects to obtain perpetual surface water supply rights, allocations, entitlements, and similar, in sufficient quantity, to meet the peak demands, plus fire protection demands, for new development projects at build out conditions.

(j) District shall not be required to provide any water allocated to or received by District under District's Bureau Contract to City under this Agreement.

6. Schedules of Delivery and Conveyance of Water.

(a) District shall deliver City's Surface Water to City in accordance with schedules provided from time to time by City for approval by District, which approval shall not be unreasonably withheld, delayed or conditioned. Such schedules shall set forth the amounts of water desired by City, the desired timing of deliveries, the facilities by which such water is to be delivered, and the point(s) on the District Water System where City will assume physical control of the delivered water. Deliveries of water by District will take into consideration all relevant factors, including without limitation (i) the capacity and condition the applicable portions of the District Water System, (ii) the Senior Commitments, (iii) actual and anticipated water supply conditions, (iv) the requirements of other contracts between District third parties (including

without limitation the City of Fresno), (v) the anticipated annual shut down of the District Water System for maintenance, and (vi) all other factors pertaining to the distribution, apportionment and use of water available to District.

(b) All schedules submitted by City during each Water Year shall provide for the delivery during that Water Year of all of City's Surface Water and any water banked by or for the benefit of City that becomes available to City during that Water Year. Notwithstanding the foregoing, City may schedule up to 5,000 acre feet of City's Kings River Supply that becomes available to City during one Water Year for delivery in the succeeding Water Year ("Rescheduled Water"). City shall timely pay in full all costs imposed by third parties as the result of any Rescheduled Water requests or deliveries.

7. Conveyance Losses. City shall bear all losses incurred in the District Water System downstream of the applicable Point of Delivery; provided, that no such losses shall be assessed against City when District is simultaneously delivering irrigation water to its landowners or water users via the portions of the District Water System used to convey City's Surface Water to the points on the District Water System where City will assume physical control of the delivered water. Conveyance losses chargeable to City shall be computed by multiplying the losses in that portion of any canal used for conveyance of City's Surface Water during the period such water is being so conveyed by the total amount of water being conveyed for City in that canal during such time, divided by the total amount of water flowing in that portion of that canal during the same period.

8. Use by District of Water Not Used by City.

(a) Except for Rescheduled Water, in the event City is unable to use or does not use any of City's Kings River Supply in any Water Year, City shall lose the right to receive such water, and District shall have the right to take and use such water for purposes of irrigation and percolation in such manner as it may determine. In such event, insofar as the District Water System will permit, and insofar as otherwise may be practicable and equitable as to other landowners, District will use such water for irrigation or percolation in areas in City or east or northeast of City, and will discuss its use with City before it is used elsewhere. However, the ultimate decision concerning such use of such water shall be within the discretion of District.

(b) In the event City is unable to use or does not use any of City's Surface Water that is not City's Kings River Supply in any Water Year, City shall lose the right to receive such water, and District shall have the right to take and use such water for purposes of irrigation and percolation in such manner as it may determine. In such event, insofar as the District Water System will permit, and insofar as otherwise may be practicable and equitable as to other landowners, District will use such water for irrigation or percolation in areas in City or east or northeast of City, and will discuss its use with City before it is used elsewhere. However, the ultimate decision concerning such use of such water shall be within the discretion of District.

9. Water Rights Not Transferred. As was the case under the Cooperative Agreement, City acknowledges that its rights to City's Kings River Supply under this Agreement are contractual rights and not water rights. Nothing in this Agreement authorizes or shall be

construed or deemed to constitute the sale or transfer of a water right from either party to the other and nothing in this Agreement shall constitute the dedication by either party of water or storage to a public use. No right in any water, storage right or water right owned by District or City shall be acquired or lost by virtue of this Agreement or the actions contemplated hereby. At no time shall City make any claim, assert any right or otherwise seek, confirm or perfect in any forum any legal or beneficial interest, right or title to any of District's water supply or storage rights except as expressly set forth herein.

10. City's Wastewater. City shall retain its sewage effluent and recycled water within the boundaries of the District and/or City to the extent practical for the term of this Agreement, except with the written consent of District first had and obtained, or when City discharges are required to the diversion channel from the Big Dry Creek Reservoir pursuant to that certain Water Discharge Agreement dated January 1, 2009, when District will not accept discharges to Fancher Creek. City and District shall diligently work in good faith to develop and execute a new agreement addressing such effluent and recycled water use that retains all of such water within City's or District's boundaries to benefit the North Kings GSA, and this Agreement is to be interpreted so as to be consistent with such new agreement if and when it is executed by the parties.

11. Acreages.

(a) The City Water Service Area consists of Included Acres and Excluded Acres, and on an annual basis City and District shall jointly prepare a map showing the total number of acres in each area as of the first day of March of each year. When so approved by both Parties, said map shall be incorporated herein by reference as **Exhibit B** and shall become a part hereof. Said map shall be amended and reapproved by both parties as of the first day of March each year. However, City shall keep District currently advised during the year of any new lands outside of City's Water Service Area to which it commences or consents to deliver water, and District shall keep City so advised as to any new lands designated or assessed by it as lands receiving or to receive District Water Service. When so amended and reapproved as of the first day of March of each year, said map shall conclusively establish the boundaries of and the acreage in each area for all purposes of this Agreement.

(b) City's Kings River Supply shall be established as a percentage of the total District's Kings Water Supply right. City's percentage shall be based on the ratio of Included Acres within the City's Water Service Area to the total acres within the District's boundaries. In computing the acreage within the Included Acres, the entire acreage shall be measured including properties that may be exempt from assessment for taxation and including adjacent streets, alleys, roads, highways and other public ways to the center lines thereof.

(c) City's Kings River Supply as of the execution of this Agreement is hereby memorialized at 6.12 percent of District's Kings Water Supply.

(d) The growth of City's Kings River Supply, based on increases in the Included-Acres within City's Water Service Area, shall be limited to 7.12 percent of the District's Kings Water Supply right. At such time when the ratio of Included-Acres within City's Water Service Area to the total acres within the District's boundaries equals 7.12 percent,

City's Kings River Supply shall remain fixed at 7.12 percent until City and District mutually-agree to adjust City's percentage of District's Kings Water Supply right. City and District mutually-agree that the increase in City's surface water entitlement as a percentage of District's Kings Water Supply includes an allowance for moderate growth in City's designated growth areas shown on **Exhibit A**. Future adjustments to City's Kings River Water Supply shall be considered in accordance with Section 13 and District's Rules and Regulations.

12. Payment by City to District. In consideration of the water supplies and services provided by District to City under this Agreement, City shall pay to District each Water Year in which this Agreement is effective the following:

(a) The sum calculated by multiplying the number of Included Acres by the per acre assessment imposed as of March 1 of that Water Year on lands in District receiving District Water Service, plus the sum calculated by multiplying the number of Excluded Acres by the per acre assessment imposed as of March 1 of that Water Year on lands in District not receiving District Water Service. Amounts payable to District pursuant to this Section 12(a) shall be paid by City 60% on or before the 20th day of December preceding the Water Year for which such amounts are due, and the remaining 40% shall be paid on or before the 20th day of June of the following Water Year. City and District acknowledge that during the term of this Agreement, District may convert its rate structure to include a volumetric charge. Concurrently with this rate structure modification, the parties agree to negotiate modifications to this Section so that charges imposed on City under the revised District rate structure are equitable and comparable in proportion and magnitude to the other District customers, as the charges imposed on City prior to the rate structure modification.

(b) City shall share in costs incurred by District for Out of Season Deliveries by paying the District an "Out of Season Delivery Fee" for surface water deliveries provided to City when District is not delivering irrigation water to its landowners or water users via the District Water System.

(i) The Out of Season Delivery Fee shall be negotiated between City and District to partially compensate District for its actual and reasonable expenses for providing such services and, when mutually-agreed upon by City and District, said fee and the procedure for calculating the fee shall be incorporated herein by reference as **Exhibit C** and shall become a part hereof. The fee shall be applied to each acre foot of water delivered to City under this Agreement as an Out of Season Delivery.

(ii) The Out of Season Delivery Fee shall be payable within 30 days after District delivers City an invoice for such fee indicating the amount of water delivered during the invoice period and the total Out of Season Delivery Fee due.

(iii) City acknowledges that such fee is appropriate to compensate District for additional costs and risks incurred for operating its system to make Out of Season Deliveries.

(iv) The Out of Season Delivery Fee shall not be applied to water deliveries made to City when District is simultaneously delivering irrigation water to its

landowners or any water users via the portions of the District Water System used to convey City's Surface Water to the points on the District Water System where City will assume physical control of the delivered water.

(c) If City desires to reschedule the delivery of up to 5,000 acre feet of City's Kings River Supply from one Water Year to the succeeding Water Year, then City shall pay a Rescheduled Water Fee to District.

(i) The Rescheduled Water Fee shall be negotiated between City and District to compensate District for its actual and reasonable expenses for providing such services and, when mutually-agreed upon by City and District, said fee and the procedure for calculating the fee shall be incorporated herein by reference as **Exhibit D** and shall become a part hereof. The fee shall be applied to each acre foot of water rescheduled for City under this Agreement.

(ii) The Rescheduled Water Fee shall be payable annually after March 1 of each Water Year within 30 days after District delivers City an invoice for such fee indicating the amount of Rescheduled Water for the applicable Water Year and the total Rescheduled Water Fee due.

(iii) City acknowledges that such fee is necessary to compensate District for additional costs and risks incurred to reschedule water for City from one Water Year to the succeeding Water Year.

(d) While this Agreement is in effect, District shall not impose District assessments or other charges on landowners within City's Water Service Area or adopt special "municipal and industrial" assessments, rates or charges that would be imposed on or as a result of water deliveries to City under this Agreement. Except as otherwise agreed in writing by District and City, only the amounts described in this Agreement shall be imposed on any party as a result of deliveries of City's Surface Water by District to City.

(e) Time shall be of the essence for the making of the payments described in this Section 12. If any such payment is not made on the date provided, City shall pay to District in addition to said payment costs, penalties and interest equal to those provided by law to be paid by landowners within District for the late payment of assessments. Such costs, penalties and interest are in addition to any other remedy which District may have against City because of City's failure to pay said payment as above provided.

(f) City acknowledges and agrees that the amounts payable by City pursuant to this Section 12 will vary from year to year and may increase over time. City further acknowledges that, while some of such amounts will be determined with reference to District assessments on its landowners, no amounts payable by City under this Agreement are assessments on City's landowners. City further agrees that, as they relate to City, such amounts will be imposed as a matter of contract and are not assessments, fees or charges to which Article XIID of the California Constitution applies. City shall be permitted to participate in public hearings and meetings held in connection with rate-setting, but City shall not assert that Article XIID of the California Constitution applies to payments required under this Agreement. If City makes such

an assertion, this Agreement may be terminated by District in its entirety as of the last day of February of the next succeeding year by written notice served upon City. City shall be responsible to set its rates to its utility users in accordance with applicable law, and shall indemnify and defend District against any claims or legal actions commenced by City's water users or ratepayers to challenge the amounts payable by or to City.

13. Re-negotiations.

(a) City and District mutually agree that, as of the effective date of this Agreement, the growth in City's Kings River Supply shall be limited to 7.12 percent of District's Kings Water Supply right, and shall remain fixed at 7.12 percent until City and District mutually agree to adjust City's percentage of District's Kings Water Supply.

(b) To improve, restore, and maintain the availability, reliability, and drought resiliency of the groundwater and surface water resources in the North Kings GSA, District shall endeavor to establish entitlement limits on all public water systems in the North Kings GSA.

(c) Adjustments to City's Kings River Supply shall be considered as described in this section, and shall be in accordance with published District Rules and Regulations.

(d) City and District acknowledge that changed circumstances in the future may:

- i. Result in material changes in the size of City's Water Service Area, the number of Excluded Acres and/or the number of Included Acres, and/or
- ii. Render the amount of City's Kings River Supply as an increasing percentage of District's Kings Water Supply unsustainable.

Such changed circumstances could result from, among other causes:

- i. Annexations or detachments from City and/or District;
- ii. Updates in City's urban water management plan or general plan;
- iii. Significant regional economic development projects that require the extension of public water supply service outside of City's existing water service area. Significant regional economic development projects shall be those that qualify for federal, state, county, or local economic development incentives; or
- iv. New legal, regulatory, or environmental requirements placed on water supply agencies by a state or federal government agency.

Should either party to this Agreement determine that such changed circumstances have arisen, it may notify the other of such determination and request that the parties meet to discuss mutually acceptable changes in the number of Excluded Acres, the number of Included Acres and/or the percentage of District's Kings Water Supply allocated to City. The parties shall

thereupon meet in good faith in an attempt to reach agreement on such changes; provided, that if no such agreement is reached within 180 days of the initial meeting, neither party shall be obligated to continue such meetings. The number of Excluded Acres, the number of Included Acres and the percentage of District's Kings Water Supply allocated to City shall remain unchanged pending agreement on the changes, and therein documented by a written amendment to this Agreement and executed by both parties.

(e) District acknowledges that it may enter into surface water utilization and conveyance agreements similar to this Agreement, or amendments thereto, with other municipalities in the Kings River Subbasin that provide for the delivery of portions of the District's Kings Water Supply. Subject to the following paragraph of this Agreement, all such agreements or amendments to such agreements entered into during the term of this Agreement shall provide that the percentage of the District's Kings Water Supply made available to the municipality entering into such agreement or amendment shall be determined in a manner similar and comparable to that applied to City in this Agreement.

Should the District enter into such a water utilization and conveyance agreement or amendment thereto with any municipality in the Kings River Subbasin during the term of this Agreement that makes available a percentage of the District's Kings Water Supply to such municipality determined in a manner that is not similar and comparable to that applied to City in this Agreement, at City's request the parties shall negotiate in good faith an adjustment in City's Kings River Supply to apply the same methodology used, and provide the same percentage increase, as granted to the other municipality; provided, that to the extent such other municipality provides additional consideration to District for such different methodology, City shall provide comparable consideration if it requests that such different methodology be used for this Agreement. Any disputes arising as a result of such negotiation shall be resolved pursuant to Section 17 herein.

14. Protection and Acknowledgement of District Facilities. City shall not permit the development of any parcel of land or the use of any public utility or other easements affecting land within its boundaries if any of the District Water System is located on, under or adjacent to such parcel until City, the landowner and/or the developer enters into agreements acceptable to District for the acknowledgment, restatement, granting or clarification of use and access to, repair, rehabilitation, relocation, replacement, reconfiguration or pipelining of the facilities on the parcel, and on any adjacent parcels, all as District determines is necessary or appropriate in order to (i) avoid disruption of District operations or maintenance activities as a result of the development, (ii) make District facilities suitable for operation within a developed area, establish and acknowledge the District's historic and future rights to operate, access, upgrade and maintain such facilities, or (iii) address public safety concerns.

15. No Warranty of Quality. City recognizes that City's Surface Water will be "raw," non-potable and untreated, and that the amount of water included in City's Surface Water will vary from year to year due to a variety of factors beyond the control of District. City further recognizes that wastewater (both treated and untreated) and drainage water are sometimes discharged into District's canals, and that such discharges from a number or sources will occur and/or continue during the term of this Agreement. Accordingly, except as expressly set forth in this Agreement, District makes no representations or warranties regarding the quality of the

water or the amount of water to be delivered to City each Water Year. City recognizes that the treatment of City's Surface Water to make it potable shall be the sole responsibility of City, and City shall assume all risk and responsibility therefor. The character or quality of the water furnished or conveyed hereunder may vary from time to time for reasons including, but not restricted to, the application by District of chemicals to control aquatic and ditch bank weeds, and the open canals of District are always subject to possible pollution from outside sources. District does not guarantee in any respect or assume any responsibility for the chemical, bacterial or other quality of the water made available to City through the District Water System.

16. Indemnity. City and District each agree to indemnify the other and save the other free and harmless of and from any and all liability, damage, loss, cost or expense, incurred or suffered by the other, by reason of damage to the property of the other or injury to any other person or property arising out of its own conduct, acts, omissions or faults, in connection with any matter related to this contract.

17. Dispute Resolution.

(a) District and City staff shall exercise every effort to resolve disputes through the development of a consensus.

(b) To the extent District and City staff cannot promptly resolve an issue in dispute; the parties shall promptly convene a meeting of senior party representatives to attempt to resolve the dispute. Either party may request a dispute resolution meeting pursuant to this section by providing written notice to the other party, including a summary of the issue in dispute. District representatives shall be its Board chair or president and another Board member. City representatives shall be the Mayor and City Council President. These senior party representatives shall make every reasonable effort to meet as frequently and as promptly as possible to negotiate the terms and conditions of a resolution. If these party representatives are unable to resolve the dispute through this informal process within a reasonable period, either party may pursue any remedy it may have under law or equity.

(c) The dispute resolution process described above shall be limited to material disputes regarding matters related to Transfers, increases in City's Kings River Supply, calculation procedures for Out of Season Delivery Fees, rescheduling, and similar matters.

(d) In cases where a dispute arises between the parties that, if unresolved, may result in imminent danger to the public, health, safety or welfare, the parties shall not be subject to the provisions of this section.

18. Defense of Agreement. In the event of litigation challenging compliance with CEQA or any other aspect of this Agreement, the parties shall cooperate to provide a joint defense of the litigation. Each party shall bear its own costs of such litigation, including attorneys' fees and expert witness fees incurred in defending against any litigation challenging this Agreement on any grounds.

19. No New Agency. This Agreement is not intended to create a new joint powers authority or other entity. Each party shall conduct itself under this Agreement in good faith, using its diligent best efforts to comply with this Agreement and to achieve the objectives of the

parties set forth herein. Each party shall make its personnel and resources reasonably available as required to achieve the purposes of this Agreement.

20. Approvals. Except as expressly provided in this Agreement, compliance with all legal/regulatory requirements and governmental or other third party restrictions on the use or delivery of City's Surface Water to City's water users shall be the responsibility of City. District shall be excused from delivering any water supply under this Agreement if, by so doing, District would become subject to additional legal requirements or third party restrictions imposed on deliveries of water to City's water users.

21. Entire Agreement. This Agreement and each of the exhibits referred to herein, which are incorporated by this reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and/or obligations concerning these obligations which are merged into this Agreement. Each party has made its own independent investigation of the matters settled and is not relying upon any representation not specified herein.

22. Applicable Law. This Agreement shall be construed under and shall be governed by the laws of the State of California. Any action to interpret or enforce any aspect of this Agreement shall be brought in the California Superior Court of Fresno County, California. City and District hereby expressly waive any right to remove any action to a county other than Fresno County as permitted pursuant to California Code of Civil Procedure Section 394.

23. Construction of Agreement. This Agreement is the product of negotiation and preparation by and among each party hereto and its attorneys, and the parties agree that this Agreement shall not be deemed to have been prepared or drafted by any one party. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

24. Modification of Agreement. No supplement, modification, waiver, or amendment with respect to this Agreement shall be binding unless executed in writing by the party against whom enforcement of such supplement, modification, waiver or amendment is sought.

25. Counterparts. This Agreement may be signed in any number of counterparts by the parties, each of which shall be deemed to be an original, and all of which together shall be deemed one and the same instrument. Facsimile or other electronic signatures shall be binding.

26. Further Acts. The parties shall reasonably cooperate with each and take such further actions as may be necessary, including the execution of all necessary further documents, to carry out the purpose and intent of this Agreement. Each of the parties shall diligently and in good faith proceed to negotiate such other agreements as may be necessary to implement this Agreement.

27. Binding Effect. This Agreement shall be of binding legal effect only when it has been executed by all of the parties. No rights or duties under this Agreement may be assigned or delegated by a party without the express written consent of the other party, which may be withheld in the sole and absolute discretion of such other party. Subject to the foregoing, this

Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

28. Notice to Parties. Any notice or other communication given under the terms of this Agreement shall be in writing and shall be given personally, by facsimile or by certified mail, postage prepaid and return receipt requested. Any notice shall be delivered or addressed to the parties at the addresses or facsimile numbers set forth below or at such other address or facsimile numbers as shall be designated by notice in writing in accordance with the terms of this Agreement. The date of receipt of the notice shall be the date of actual personal service or facsimile transmission with written confirmation of successful transmission, or three days after the postmark on certified mail. All notices required under or regarding this Agreement shall be made in writing addressed as follows:

Fresno Irrigation District
2907 South Maple Avenue
Fresno, CA 93725
Attn: General Manager
Facsimile No.: 559-233-8227

City of Clovis
1033 Fifth Street
Clovis, CA 93612
Attn: City Manager
Facsimile No.: 559-324-2840

29. Attorneys' Fees. In the event of any action or arbitration between the parties seeking enforcement or interpretation of any of the terms and conditions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, but not limited to, taxable costs and reasonable attorneys' fees.

30. Cumulative Rights; Waiver. No failure by any party to exercise, and no delay in exercising any rights, shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by any party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or of any breach of any provision of this Agreement must be in writing, and any waiver by a party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement.

31. Severability. Subject to the parties' rights under Section 2 of this Agreement, if any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be automatically reformed so as to be valid, legal and enforceable to the maximum extent permitted and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

32. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, district or other form of organization or association of any kind that is not a party. Without limiting the generality of the foregoing, landowners, residents, water users and ratepayers of the parties are not intended to be third party beneficiaries of this Agreement.

33. Force Majeure. Notwithstanding any other provision of this Agreement, neither party shall be liable for any failure to perform resulting from any cause outside the reasonable

control of that party. For purposes of this Agreement, routine and emergency repairs and maintenance of the District Water System shall be deemed causes outside of the reasonable control of District (including without limitation the annual shut down of the Enterprise Canal for maintenance), provided that District shall use reasonable efforts to schedule routine maintenance so as to avoid interference with deliveries of City's Surface Water.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

CITY OF CLOVIS

By: _____
Drew Bessinger, Mayor

Attest:

John Holt, City Clerk

FRESNO IRRIGATION DISTRICT

By: _____
President

Attest: _____
Secretary



EXHIBIT A

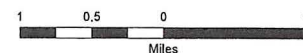
CITY OF CLOVIS

Department of Planning
and Development Services

GENERAL PLAN Land Use Designations

- City Limits (24.6 Square Miles)
 - Sphere of Influence (33.0 Square Miles)
 - Planned Trails/Paseos
 - Existing Trails/Paseos
 - Focus Areas
 - Growth Area Boundaries
- City of Clovis General Plan Land Use**
- AG - Agriculture (1 DU/20 AC)
 - RR - Rural Residential (1 DU/2 AC)
 - VL - Very Low Density Residential (0.6-2.0 DU/AC)
 - L - Low Density Residential (2.1-4.0 DU/AC)
 - M - Medium Density Residential (4.1-7.0 DU/AC)
 - MH - Medium High Density Residential (7.1-15.0 DU/AC)
 - H - High Density Residential (15.1-25.0 DU/AC)
 - VH - Very High Density Residential (25.1-43.0 DU/AC)
 - MU-V - Mixed Use Village
 - MU-BC - Mixed Use/Business Campus
 - O - Office
 - I - Industrial
 - NC - Neighborhood Commercial
 - GC - General Commercial
 - OS - Open Space
 - P - Public/Quasi-Public Facilities
 - PK - Park
 - S - School
 - W - Water
- Fresno County General Plan Land Use**
- PRC-FC - Planned Residential Community
 - C-SP - Commercial Specialized

Note: Plan Area = 73.6 Square Miles



Revised March 11, 2019

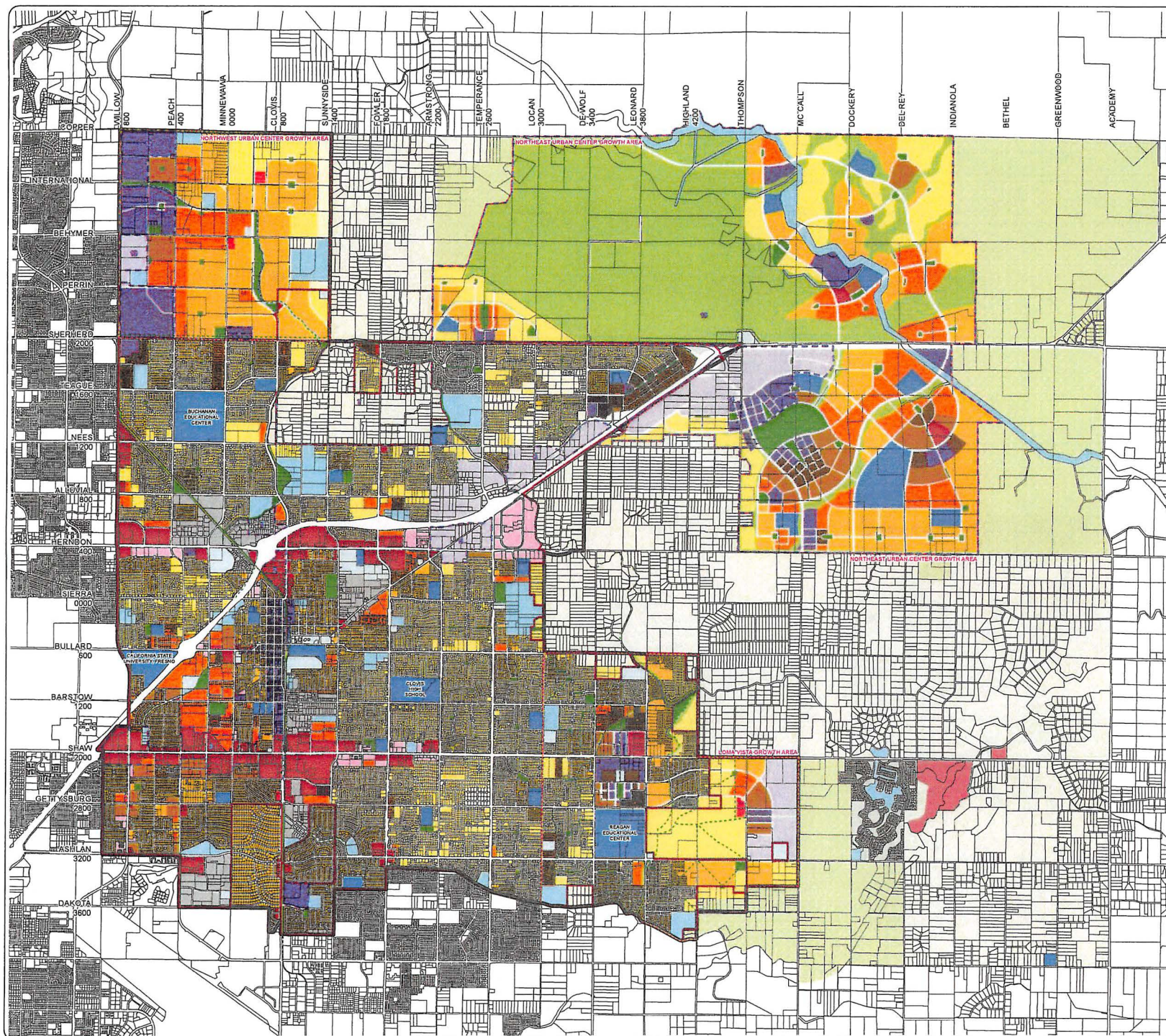
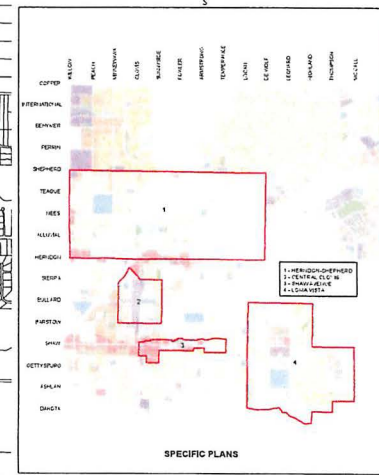


EXHIBIT B - Clovis Water Service Areas

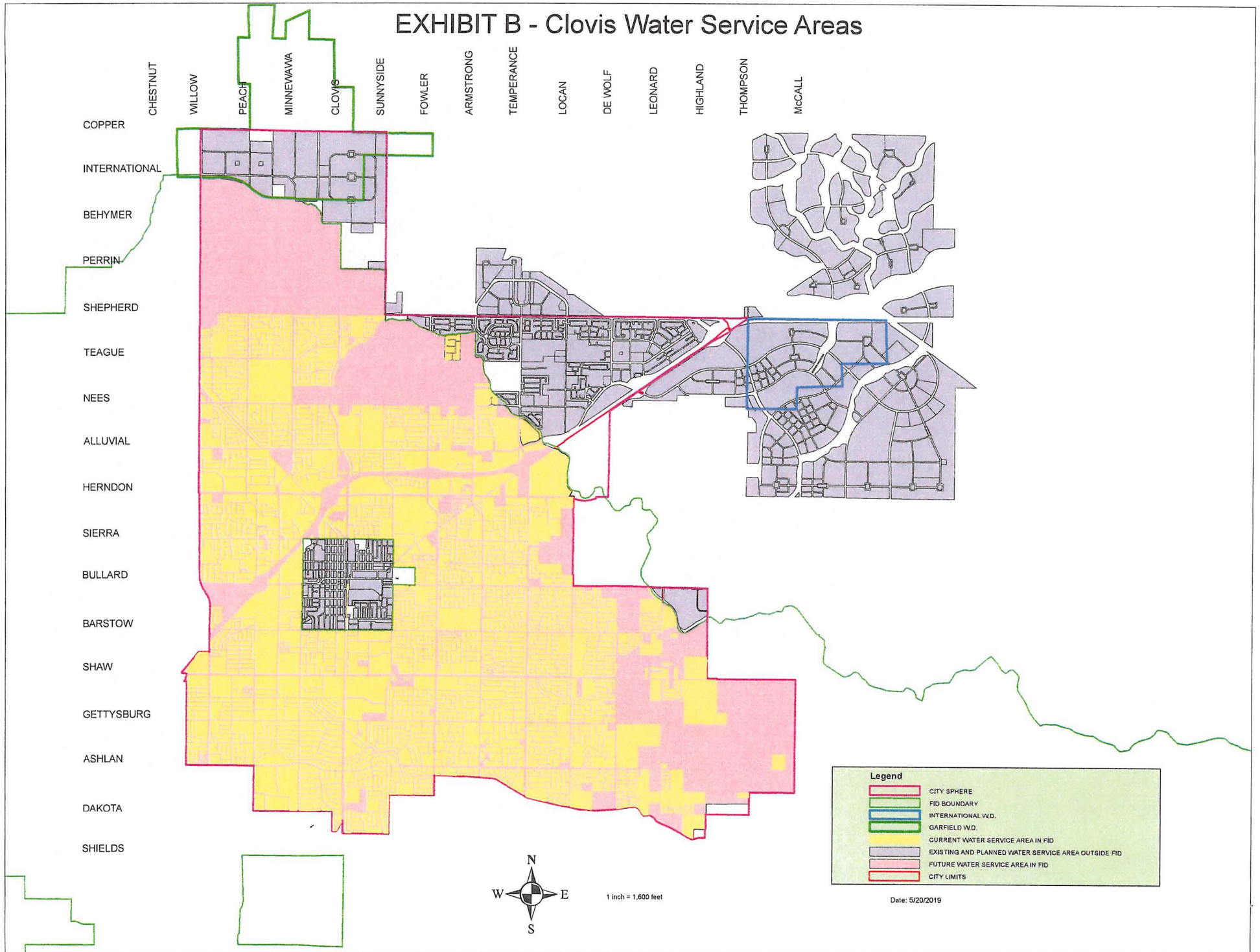


EXHIBIT C

The City will be responsible for paying the District for all costs associated with delivering Out of Season Deliveries water which will include but not be limited to:

- i. Staff time to deliver water (includes salary wage).
 - a. 2019 estimate: \$2,000 per week (will vary and depends on actual operations staff assigned and current staff wages. Assumes 8 hrs/day for field water operator, and 2 hrs/day for water supervisor, both 7 days/week).
- ii. Cost to operate vehicles to operate and inspect the canal system.
 - a. 2019 estimate: \$300 per week (will vary and incorporates IRS maximum rate. Assumes 75 miles/day, 7 days/week).
- iii. Power costs associated with running District's SCADA/Telemetry system, automated gate valves, flow meters, automated trash screens, etc.
 - a. 2019 estimate: \$170 per month (will vary and is based on usage and PG&E rates).
- iv. Repairs to the canal systems which are caused by water running outside the normal irrigation season. Repairs may include but not be limited to canal lining, gate replacement, structure replacement, earthwork (grading, dredging, etc.), weed treatment (aquatic or terrestrial), all-weather road maintenance, trash/debris removal, etc.
 - a. Repairs will be invoiced to the City on a time and materials basis.

Note: Costs shown above are 2019 values, and will escalate in future years.

EXHIBIT D

The Rescheduled Water Fee for water carried over from one season to the next will be the same cost that the Bureau of Reclamation requires in Friant Dam. FID water season begins on October 1 and ends on September 30th of the next year.

FIRM SURFACE WATER SUPPLY AND PURCHASE AGREEMENT

THIS FIRM SURFACE WATER SUPPLY AND PURCHASE AGREEMENT (“**Agreement**”) is entered into effective on _____, 2019 (“**Effective Date**”), by and between the Fresno Irrigation District (“**District**”) and the City of Clovis (“**City**”).

RECITALS

WHEREAS, District is an irrigation district organized and existing under the laws of the State of California and is the owner of certain water supplies, water rights and a water distribution system that conveys water to lands both within and outside District boundaries; and

WHEREAS, City is a general law city duly organized and lawfully operating pursuant to provisions of California law, and owns a water distribution system for the distribution of water to lands both in and outside the exterior boundaries of City; and

WHEREAS, District and City entered into a cooperative program of water utilization evidenced by a written agreement for such water utilization and conveyance, dated August 7, 1972 (the “**Cooperative Agreement**”); and

WHEREAS, concurrent with this Agreement, District and City have entered into a Revised, Amended and Restated Cooperative Agreement for Water Utilization and Conveyance (“**Amended Cooperative Agreement**”), that addresses, among other things, the District’s commitment to manage and provide the City with a reliable long-term surface water supply; and

WHEREAS, City desires to obtain a firm surface water supply beyond the supply to be available to the City as a percentage of the District’s Kings Water Supply in accordance with the Amended Cooperative Agreement; and

WHEREAS, District is willing to develop and provide City a firm surface water supply beyond the percentage of the District’s Kings Water Supply to be available to the City in accordance with the Amended Cooperative Agreement; and

WHEREAS, City and District desire to herein set forth the terms and conditions whereby the District will provide the additional surface water to the City, and City will compensate District for such additional surface water.

NOW, THEREFORE, adopting the foregoing recitals as being applicable to this Agreement, it is mutually agreed as follows:

1. Definitions. Unless otherwise specifically provided in this Agreement, all capitalized terms in this Agreement shall have the same meaning as defined in the Amended Cooperative Agreement.

2. Development and Supply of Water.

(a) The parties acknowledge that, in order to be able to provide for anticipated growth within City’s Water Service Area as it may expand in the future to include areas outside the exterior boundaries of District, City will require an annual surface water supply in addition to the supply of water available pursuant to the Amended Cooperative Agreement. District shall

develop and make available to City a new annual water supply of up to 7,000 acre feet through projects and programs identified and undertaken by District to augment City's Surface Water. All water so developed and supplied under this Agreement (**hereinafter "Water"**) shall be deemed part of City's Surface Water to be managed by District pursuant to the Amended Cooperative Agreement. City may use the Water provided pursuant to this Agreement anywhere the City delivers water by means of the City Water System as such system is developed and expanded from time to time; provided, that none of the Water provided to City pursuant to this Agreement may be used to supplant or replace the water allocation for property either within the boundaries of the Garfield Water District as of the date of this Agreement or within the boundaries of the International Water District as of the date of this Agreement.

(b) In exchange for District developing and supplying the Water to City, City shall pay to District the total sum of \$35,000,000.00, payable in the following installments: a single payment of \$5,000,000.00 on or before September 1, 2020; annual installments of \$1,500,000.00 on or before September 1 of each subsequent year commencing in 2021 for a total of 10 years; and annual installments of \$1,000,000.00 on or before September 1 of each subsequent year commencing in 2031 for a total of 15 years, with the last such annual installment due no later than September 1, 2045.

(c) Water to be developed by District pursuant to this Section 2 shall become available to City in increments, with 1,000 acre feet in annual supply becoming available to City commencing September 1, 2020, and increasing by 300 acre feet in annual supply each September 1 thereafter, commencing in 2021, for 10 years, and increasing by 200 acre feet in annual supply each September 1 thereafter, commencing in 2031 for the following 15 years, until the total annual supply of 7,000 acre feet of Water is available to City. The payment schedule and incremental water supply available to City are set forth in **Exhibit A** attached hereto.

3. Delivery and Use of Water.

(a) District shall deliver the Water to City in accordance with schedules provided from time to time by City for approval by District, which approval shall not be unreasonably withheld, delayed or conditioned. Such schedules shall set forth the amounts of Water desired by City, the desired timing of deliveries, and the point(s) on the District Water System where City will assume physical control of the delivered water.

(b) The District shall use its best efforts to deliver Water of reasonable quality suitable for treatment at the selected Point(s) of Delivery. However, the District makes no representation or warranty regarding the quality of the Water delivered hereunder or its compliance with applicable standards or guidelines for public domestic water supply systems. The City recognizes that all Water delivered to the City under this Agreement will be "raw," non-potable and untreated, that the treatment of such Water to make it potable shall be the sole responsibility of the City, and the City shall assume all risk and responsibility therefor.

(c) Water delivered to City under this Agreement shall be used by City within City's Water Service Area only for Municipal, Industrial and Domestic Uses, Groundwater Recharge, and Agricultural Uses incidental thereto. City may not assign, sell, transfer, exchange or otherwise dispose of any Water provided to it by the District under this Agreement for any use other than as provided in this Agreement without the District's written consent, which may be

withheld in the District's sole and absolute discretion. The City may otherwise use the Water as it chooses in its sole and absolute discretion, subject to the terms of this Agreement and the Amended Cooperative Agreement. Any impermissible assignment, sale, transfer, exchange, use or other disposition of water provided to the City under this Agreement shall be void, and the District shall not be obligated to deliver any impermissibly assigned, sold, transferred or exchanged Water on the City's behalf.

(d) The City understands and acknowledges that the District must shut down the District Water System for both scheduled and unscheduled maintenance activities. The District shall have no delivery obligations under this Agreement during such periods. The District Water System will be shut down for normal maintenance for up to thirty (30) days each year, which shall occur between November 1 and February 1. The District Water System may be shut down for periods longer than thirty (30) days and/or at times other than between November 1 and February 1 with reasonable advance written notice to the City. The District may have to cease operation of the District Water System during emergency conditions. The District shall provide the City reasonable notice when such emergency conditions arise and resume operation of the District Water System as soon as reasonably possible. The District and the City shall provide a list of names and phone numbers of the individuals to be contacted in case of emergency.

4. Annual Water Delivery Payment. City shall pay the District \$250.00 per acre-foot of Water delivered to City pursuant to this Agreement. This rate is based on the District's costs, including, but not limited to, costs for water, energy and labor. The per acre foot cost for Water will be adjusted annually on each April 1 (commencing April 1, 2021) to reflect the most recently published Consumer Price Index of the Bureau of Labor Statistics, United States Department of Labor, for all Urban Consumers. If such Consumer Price Index is discontinued, the parties shall agree on an appropriate similar substitute therefor.

5. Conveyance Losses. City shall bear all losses incurred in the District Water System downstream of the applicable Point of Delivery; provided, that no such losses shall be assessed against City when District is simultaneously delivering irrigation water to its landowners or water users via the portions of the District Water System used to convey the Water to City to the points on the District Water System where City will assume physical control of the delivered Water. Conveyance losses chargeable to City shall be computed by multiplying the losses in that portion of any canal used for conveyance of the Water during the period such Water is being so conveyed by the total amount of Water being conveyed to City in that canal during such time, divided by the total amount of water flowing in that portion of that canal during the same period.

6. Term. This Agreement shall remain in effect indefinitely, but may be terminated by (i) mutual written agreement of the parties to terminate this Agreement, or (ii) immediately upon written notice by either party to the other party following a default and failure to cure the default within the time allowed to cure as set forth in Section 7(a) herein.

7. Default and Dispute Resolution.

(a) If either party alleges that the other party has not substantially performed according to the terms of this Agreement, including, but not limited to, failure to deliver Water or make payments contemplated herein, the other party may seek all reasonable remedies, provided that fifteen (15) days prior written notice and opportunity to cure is provided to the other party.

(b) District and City staff shall exercise every reasonable effort to cure an alleged default, resolve any alleged default issue, or resolve any dispute that has arisen in connection with this Agreement through the development of a consensus.

(c) To the extent District and City staff cannot promptly resolve an issue in dispute, the parties shall promptly convene a meeting of senior party representatives to attempt to resolve the dispute. Either party may request a dispute resolution meeting pursuant to this section by providing written notice to the other party, including a summary of the issue in dispute. District representatives shall be its Board chair or president and another Board member. City representatives shall be the Mayor and another City Council member. These senior party representatives shall make every reasonable effort to meet as frequently and as promptly as possible to negotiate the terms and conditions of a resolution. If these party representatives are unable to resolve the dispute through this informal process within a reasonable period, either party may pursue any remedy it may have under law or equity.

(d) In cases where a dispute arises between the parties that, if unresolved, may result in imminent danger to the public, health, safety or welfare, the parties shall not be subject to the provisions of this section.

8. Re-negotiation.

(a) City and District acknowledge that changed circumstances in the future may restrict or limit District's ability to supply the Water as required by this Agreement. Should either party to this Agreement determine that changed circumstances have arisen, it may notify the other of such determination and request that the parties meet to discuss mutually acceptable changes to this Agreement. The parties shall thereupon meet in good faith in an attempt to reach agreement on such changes; provided, that if no such agreement is reached within 180 days of the initial meeting, neither party shall be obligated to continue such meetings. The terms of this Agreement shall remain unchanged pending agreement on any changes which shall be documented by a written amendment to this Agreement signed by both parties.

(b) Should the District enter into any water supply, purchase, or delivery agreement or amendment thereto with any municipality in the Kings River Subbasin during the term of this Agreement whereby District agrees to supply water, in addition to any respective municipality's available percentage of the District's Kings Water Supply, to such municipality in an amount exceeding the 7,000 acre feet of Water to be made available to City pursuant to this Agreement, at City's request the parties shall negotiate in good faith an adjustment to either the amount of Water to be made available to City or a reduction in the amount of money City must pay to District pursuant to Section 2(b) or Section 4 of this Agreement, or all; provided, that to the extent such other municipality provides additional consideration to District for such additional water, City shall provide comparable consideration to District in order to receive the

same additional water supply. Any disputes arising as a result of such negotiation shall be resolved pursuant to Section 7 herein.

9. No Warranty of Quality. Consistent with Section 3(b) herein, City recognizes that City's Surface Water will be "raw," non-potable and untreated. City further recognizes that wastewater (both treated and untreated) and drainage water are sometimes discharged into District's canals, and that such discharges from a number of sources will occur and/or continue during the term of this Agreement. Accordingly, except as expressly set forth in this Agreement, District makes no representations or warranties regarding the quality of the Water to be delivered to City pursuant to this Agreement. City recognizes that the treatment of City's Surface Water to make it potable shall be the sole responsibility of City, and City shall assume all risk and responsibility therefor. The character or quality of the Water furnished or conveyed hereunder may vary from time to time for reasons including, but not restricted to, the application by District of chemicals to control aquatic and ditch bank weeds, and the open canals of District are always subject to possible pollution from outside sources. District does not guarantee in any respect or assume any responsibility for the chemical, bacterial or other quality of the Water made available to City through the District Water System.

10. Water Rights Not Transferred. City acknowledges that its rights to Water pursuant to this Agreement are contractual rights and not water rights. Nothing in this Agreement authorizes or shall be construed or deemed to constitute the sale or transfer of a water right from either party to the other and nothing in this Agreement shall constitute the dedication by either party of water or storage to a public use. No right in any water, storage right or water right owned by District or City shall be acquired or lost by virtue of this Agreement or the actions contemplated hereby. At no time shall City make any claim, assert any right or otherwise seek, confirm or perfect in any forum any legal or beneficial interest, right or title to any of District's water supply or storage rights except as expressly set forth herein.

11. No New Agency. This Agreement is not intended to create a new joint powers authority or other entity. Each party shall conduct itself under this Agreement in good faith, using its diligent best efforts to comply with this Agreement and to achieve the objectives of the parties set forth herein. Each party shall make its personnel and resources reasonably available as required to achieve the purposes of this Agreement.

12. Entire Agreement. This Agreement and each of the exhibits referred to herein, which are incorporated by this reference, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and/or obligations concerning these obligations which are merged into this Agreement. Each party has made its own independent investigation of the matters settled and is not relying upon any representation not specified herein.

13. Applicable Law. This Agreement shall be construed under and shall be governed by the laws of the State of California. Any action to interpret or enforce any aspect of this Agreement shall be brought in the California Superior Court of Fresno County, California. City and District hereby expressly waive any right to remove any action to a county other than Fresno County as permitted pursuant to California Code of Civil Procedure Section 394.

14. Construction of Agreement. This Agreement is the product of negotiation and preparation by and among each party hereto and its attorneys, and the parties agree that this Agreement shall not be deemed to have been prepared or drafted by any one party. Accordingly,

the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

15. Modification of Agreement. No supplement, modification, waiver, or amendment with respect to this Agreement shall be binding unless executed in writing by the party against whom enforcement of such supplement, modification, waiver or amendment is sought.

16. Counterparts. This Agreement may be signed in any number of counterparts by the parties, each of which shall be deemed to be an original, and all of which together shall be deemed one and the same instrument. Facsimile or other electronic signatures shall be binding.

17. Further Acts. The parties shall reasonably cooperate with each and take such further actions as may be necessary, including the execution of all necessary further documents, to carry out the purpose and intent of this Agreement. Each of the parties shall diligently and in good faith proceed to negotiate such other agreements as may be necessary to implement this Agreement.

18. Binding Effect. This Agreement shall be of binding legal effect only when it has been executed by all of the parties. No rights or duties under this Agreement may be assigned or delegated by a party without the express written consent of the other party, which may be withheld in the sole and absolute discretion of such other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

19. Notice to Parties. Any notice or other communication given under the terms of this Agreement shall be in writing and shall be given personally, by facsimile or by certified mail, postage prepaid and return receipt requested. Any notice shall be delivered or addressed to the parties at the addresses or facsimile numbers set forth below or at such other address or facsimile numbers as shall be designated by notice in writing in accordance with the terms of this Agreement. The date of receipt of the notice shall be the date of actual personal service or facsimile transmission with written confirmation of successful transmission, or three days after the postmark on certified mail. All notices required under or regarding this Agreement shall be made in writing addressed as follows:

Fresno Irrigation District
2907 South Maple Avenue
Fresno, CA 93725
Attn: General Manager
Facsimile No.: 559-233-8227

City of Clovis
1033 Fifth Street
Clovis, CA 93612
Attn: City Manager
Facsimile No.: 559-324-2840

20. Cumulative Rights; Waiver. No failure by any party to exercise, and no delay in exercising any rights, shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by any party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or of any breach of any provision of this Agreement must be in writing, and any waiver by a party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement.

21. Severability. Subject to the parties' rights under Section 2 of this Agreement, if any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be automatically reformed so as to be valid, legal

and enforceable to the maximum extent permitted and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

22. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, district or other form of organization or association of any kind that is not a party. Without limiting the generality of the foregoing, landowners, residents, water users and ratepayers of the parties are not intended to be third party beneficiaries of this Agreement.

23. Force Majeure. Notwithstanding any other provision of this Agreement, neither party shall be liable for any failure to perform resulting from any cause outside the reasonable control of that party. For purposes of this Agreement, routine and emergency repairs and maintenance of the District Water System shall be deemed causes outside of the reasonable control of District (including without limitation the annual shut down of the Enterprise Canal for maintenance), provided that District shall use reasonable efforts to schedule routine maintenance so as to avoid interference with deliveries of the Water pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date provided herein.

FRESNO IRRIGATION DISTRICT

CITY OF CLOVIS

By _____
Ryan Jacobsen, President

By _____
Drew Bessinger, Mayor

ATTEST:

ATTEST:

By _____
, Secretary

By _____
John Holt, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
Gary W. Sawyers, Counsel for District

By _____
David J. Wolfe, City Attorney

EXHIBIT A

Availability and Payment for Water Supply

Year	AF	Total Payment	AF Available
2020	1,000	\$5,000,000.00	1,000
2021	300	\$1,500,000.00	1,300
2022	300	\$1,500,000.00	1,600
2023	300	\$1,500,000.00	1,900
2024	300	\$1,500,000.00	2,200
2025	300	\$1,500,000.00	2,500
2026	300	\$1,500,000.00	2,800
2027	300	\$1,500,000.00	3,100
2028	300	\$1,500,000.00	3,400
2029	300	\$1,500,000.00	3,700
2030	300	\$1,500,000.00	4,000
2031	200	\$1,000,000.00	4,200
2032	200	\$1,000,000.00	4,400
2033	200	\$1,000,000.00	4,600
2034	200	\$1,000,000.00	4,800
2035	200	\$1,000,000.00	5,000
2036	200	\$1,000,000.00	5,200
2037	200	\$1,000,000.00	5,400
2038	200	\$1,000,000.00	5,600
2039	200	\$1,000,000.00	5,800
2040	200	\$1,000,000.00	6,000
2041	200	\$1,000,000.00	6,200
2042	200	\$1,000,000.00	6,400
2043	200	\$1,000,000.00	6,600
2044	200	\$1,000,000.00	6,800
2045	200	\$1,000,000.00	7,000
Total	7,000	\$35,000,000.00	7,000



AGENDA ITEM NO: 17

City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 15, 2019

SUBJECT: Consider – A Request from a Resident for the City to Allow Comfort Animals in the Clovis Senior Activity Center.

CONFLICT OF INTEREST

None

RECOMMENDATION

For the Council to consider a request from resident Judy Moffett for the City to allow comfort animals in the Clovis Senior Activity Center.

EXECUTIVE SUMMARY

The City has received a request from resident Judy Moffett for the City to allow comfort animals in the Clovis Senior Activity Center. Currently, the Clovis Senior Activity Center along with all City facilities, adheres to the Federal standards of the Americans with Disabilities Act (ADA) and the California Unruh Act by allowing disabled individuals and their service animals to have full access to public places. Emotional support animals are not covered by the ADA or Unruh Act and do not require accommodation, except under the Fair Housing Act and the Air Carrier Access Act (ACAA).

BACKGROUND

All City facilities are governed by regulations that dictate types of animals that may be present in buildings. The City of Clovis follows regulations set out by the Federally-mandated ADA and California Unruh Act providing equal access for persons with disabilities who use a service animal to manage daily activities.

A service animal, either a dog or small horse, has been trained to take a specific action when needed to assist a person with a disability. Tasks may include guiding, signaling, sensory alerts, or seizure responses. Conversely, comfort animals, therapy animals, and emotional support animals have not been trained to perform a specific task or job directly related to a person's disability, but provide companionship through their mere

presence. Cuddling on demand or other natural behaviors that may be performed by this type of animal do not meet the standards of the ADA or Unruh Act. Comfort, therapy, and emotional support animals are allowed in certain situations in accordance with the Fair Housing Act and the Air Carrier Access Act, but do not apply to the Clovis Senior Activity Center.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The City received a request to modify its adherence to the Americans with Disabilities Act and the California Unruh Act and allow a non-service animal to be present in the Clovis Senior Activity Center. Staff recommends the City to continue to follow the guidelines of the ADA and the Unruh Act to allow the presence of service animals within City facilities.

ACTIONS FOLLOWING APPROVAL

None.

Prepared by: Amy Hance, General Services Manager

Submitted by: Shonna Halterman, General Services Director 

SCANNED

JUL 11 2019