



# CITY of CLOVIS

## AGENDA • CITY COUNCIL MEETING

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

August 19, 2024

6:00 PM

Council Chamber

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.

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; and you may view the meeting which is webcast and accessed at [www.cityofclovis.com/agendas](http://www.cityofclovis.com/agendas).

### **Written Comments**

- Members of the public are encouraged to submit written comments at: [www.cityofclovis.com/agendas](http://www.cityofclovis.com/agendas) at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:

- Council Meeting Date
- Item Number
- Name
- Email
- Comment



- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.

**CAMPAIGN CONTRIBUTION PROHIBITIONS AND MANDATORY DISCLOSURE** - Pursuant to Government Code section 84308, a Councilmember shall not accept, solicit, or direct a campaign contribution of more than \$250 from any party or their agent, or from any participant or their agent, while a proceeding involving a license, permit, contract, or other entitlement for use is pending before the City or for 12 months after a final decision is rendered in that proceeding. Any Councilmember who has received a campaign contribution of more than \$250 within the preceding 12 months from a party or their agent, or from a participant or their agent, must disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use their official position to influence the decision.

Pursuant to Government Code section 84308(e), any party to a covered proceeding before the City Council is required to disclose on the record of the proceeding any campaign contribution, including aggregated contributions, of more than \$250 made within the preceding 12 months by the party or their agent to any Councilmember. The disclosure shall be made as required by Government Code Section 84308(e)(1) and 2 CCR Section 18438.8. No party or their agent, and no participant or their agent, shall make a campaign contribution of more than \$250 to any Councilmember during the covered proceeding or for 12 months after a final decision is made in that proceeding. The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the applicable requirements of the law.

## **CALL TO ORDER**

### **FLAG SALUTE - Councilmember Basgall**

## **ROLL CALL**

## **PRESENTATIONS/PROCLAMATIONS**

1. Presentation of Proclamation to Transit Employees Juan Lomeli and Dayana Contreras for Outstanding Service.

**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 3 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.

**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. Administration - Approval - Minutes from the August 12, 2024, Council Meeting.
3. Finance – Receive and File – Investment Report for the Month of March 2024.
4. Finance – Receive and File – Treasurer's Report for the Month of March 2024.
5. Finance – Receive and File – Investment Report for the Month of April 2024.
6. Finance – Receive and File – Treasurer's Report for the Month of April 2024.

- [7.](#) General Services – Approval – Res. 24-\_\_\_\_, Authorizing the City Manager to execute the agreement with the California Department of Transportation (Caltrans) for the Sustainable Transportation Planning Grant FY2024-25 in the amount of \$172,500 to fund the Clovis Transit Strategic Operations Plan; and Approval – Res. 24-\_\_\_\_, to amend the FY2024-25 budget of the Transit budget to reflect the receipt of \$152,714 from the Caltrans grant and the allocation of \$19,786 from the Local Transit Fund (LTF) for the local match requirement.
- [8.](#) General Services – Approval – Res. 24-\_\_\_\_, Renewing Medical Plan Options for Eligible Retirees and Restating the Eligibility Requirements for Participation in the Plan for the 2025 Plan Year.
- [9.](#) General Services - Approval – Approve the first amendment to the Emcor Services Agreement for the Maintenance of Heating, Ventilation and Air-Conditioning Equipment; and Authorize the City Manager to execute the First Amendment Agreement contract extension with Emcor Services to include a 5% increase for a total annual proposed cost of \$237,966.82.
- [10.](#) Police - Approval - Res. 24-\_\_\_\_, Authorizing the Police Chief and the Police Department to execute the 2024-2025 Department of Alcoholic Beverage Control Alcohol Policing Partnership grant agreement; and Approval - Amend the Police Department budget to reflect the award of \$71,400.00.

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

- [11.](#) Consider Approval – Authorize Staff to Proceed with a Proposition 218 Public Hearing and Majority Protest Vote to Implement a Water Meter Installation Fee to Unmetered Parcels in Tarpey Village.

**Staff:** Kevin Tuttle, Supervising Civil Engineer  
**Recommendation:** Approve

- [12.](#) Consider Approval - A request to approve the Behymer-Sunnyside Southwest Reorganization annexation agreement and to authorize the City Manager and City Attorney to make minor modifications to the agreement as necessary.

**Staff:** Lily Cha, Senior Planner  
**Recommendation:** Approve

**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.

- [13.](#) Consider items associated with approximately 333 acres of land located adjacent to the north side of Highway 168 from Armstrong Avenue to Owens Mountain Parkway; otherwise known as the City of Clovis Research and Technology Park. Various property owners; City of Clovis, applicant.

a. Consider Approval - Res. 24-\_\_\_\_, GPA2021-007, A request to amend the General Plan to correctly designate the Research and Technology Park boundary in Focus Area 6, incorporate amendments allowing campus-affiliated housing within the Research

and Technology Park and include the existing P-C-C and P-F zone districts as consistent zone districts within the MU-BC land use designation; and

b. Consider Introduction - Ord. 24-\_\_\_\_, OA2021-004, A request to amend the Clovis Development Code as a cleanup action to further define the MU-BC land use designation to allow for certain ancillary campus-affiliated housing uses in the R-T zone district, add development standards for the campus-affiliated housing uses and establish an R-T overlay zone district; and

c. Consider Introduction - Ord. 24-\_\_\_\_, R2021-010, A request to rezone approximately 63 properties inconsistently zoned within the designated Research and Technology Park plan area from the R-A, R-1-AH, R-1-7500, R-1-8500 and C-P zone districts to the R-T zone district or R-T overlay zone district; and

d. Consider Approval – Res. 24-\_\_\_\_, A request to amend the Clovis Research and Technology Architectural Guidelines to add development and design standards for campus-affiliated housing consistent with the General Plan and Development Code.

**Staff:** McKencie Perez, Senior Planner  
**Recommendation:** Approve

**CITY MANAGER COMMENTS**

**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.

- 14. Government Code Section 54956.9(d)(1)  
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Case Name: City of Clovis v. Tyco Fire Products LP, U.S. District Court, District of South Carolina; Case No. 2:24-cv-02321-RMG
  
- 15. Government Code Section 54956.9(d)(1)  
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Case Name: City of Clovis v. BASF Corporation, U.S. District Court, District of South Carolina; Case No. 2:24-cv-0317-RMG
  
- 16. Government Code Section 54957  
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT  
Title: City Manager

**RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION**

**ADJOURNMENT**

## **FUTURE MEETINGS**

Regular City Council Meetings are held at 6:00 P.M. in the Council Chamber. The following are future meeting dates:

- Sept. 3, 2024 (Tue.)
- Sept. 9, 2024 (Mon.)
- Sept. 16, 2024 (Mon.)
- Oct. 7, 2024 (Mon.)
- Oct. 14, 2024 (Mon.)
- Oct. 21, 2024 (Mon.)

CITY of CLOVIS

# Proclamation

## Honoring Dayana Contreras and Juan Lomeli for Exceptional Service

*WHEREAS, it is with profound appreciation and admiration that we recognize the extraordinary actions of Dayana Contreras, Dispatcher, and Juan Lomeli, Van Driver, whose exceptional teamwork demonstrated exemplary dedication to our community; and*

*WHEREAS, during a routine passenger pickup, Juan became concerned by the lack of response from a well-known regular passenger, consulted with Dayana and together they made the crucial decision that Juan should return to the passenger's residence to better assess the situation; and*

*WHEREAS, after returning to the residence and shutting off his vehicle, Juan heard faint cries for help from inside the house, notified dispatch about the situation, and Dayana immediately alerted emergency services, providing critical information that facilitated a swift response; and*

*WHEREAS, upon arrival of emergency services, it was discovered that the passenger had fallen the previous evening and was trapped between her bed and the wall; and*

*WHEREAS, our valued passenger has since expressed profound gratitude to Dayana and Juan for their actions, which were instrumental in her rescue and subsequent recovery process; and*

*WHEREAS, Dayana Contreras and Juan Lomeli's dedication to duty and exemplary service are examples of the highest standards of professionalism and compassion, reflecting great credit upon themselves and our transit team; and*

*WHEREAS, their quick thinking and effective communication in a critical situation exemplify the values of service and community that are hallmarks of our transit division and the City of Clovis.*

**NOW, THEREFORE, BE IT PROCLAIMED,** that the Clovis City Council, on behalf of the citizens of Clovis, hereby honors and commends Dayana Contreras and Juan Lomeli for their outstanding service, dedication, and teamwork, which have made a significant difference in the lives of our passengers and our community.

**IN WITNESS THEREOF,** I hereunto set my hand and cause the official seal of the City of Clovis to be affixed this 19th day of August 2024.



*Lynne Ashbeck*  
Mayor

**CLOVIS CITY COUNCIL MEETING**

**August 12, 2024**

**6:00 P.M.**

**Council Chamber**

Meeting called to order by Mayor Pro Tem Mouanoutoua **at 6:06**

Flag Salute led by Councilmember Pearce

Roll Call: Present: Councilmembers, Basgall, Bessinger, Mouanoutoua, Pearce  
Absent: Mayor Ashbeck

**PUBLIC COMMENTS – 6:08**

Mayor Pro Tem Mouanoutoua took a moment of silence to honor the memory of Kaiden Bailey, a resident of Clovis, and also a Buchanan High student, Sandro Lazo.

William Lazo, resident, raised concerns about the recent passing of his son Sandro Lazo and requested a stop sign be placed at Fowler and Perrin Avenue.

Mr. Travino, resident, addressed concerns related to road safety and spoke in support for a stop sign at Fowler and Perrin Avenue.

**CONSENT CALENDAR – 6:16**

Motion by Councilmember Bessinger, seconded by Councilmember Basgall, that the items with the exception of item 4, on the Consent Calendar be approved. Motion carried 4-0-1 with Mayor Ashbeck absent

1. Administration - Approval - Minutes from the August 5, 2024, Council Meeting.
2. Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of a Custom Crane Truck Body from Douglass Truck Bodies, Inc., for \$162,725.88, Including Tax and Installation.
3. Public Utilities – Approval – Waive Formal Bidding Requirements and Authorize the Purchase of a Bomb Disposal Truck from Braun Northwest for \$462,874.23 and a Bomb Disposal Trailer from Hurd’s Custom Machinery for \$77,794.08 Using the HGAC Purchasing Contract.

**ITEM PULLED FOR DISCUSSION**

6:17 CONSENT ITEM 4 - PUBLIC UTILITIES – APPROVAL – FINAL ACCEPTANCE FOR CIP 23-16, GOULD CANAL TRAIL IMPROVEMENTS, WITH A FINAL CONTRACT COST OF \$164,589.03.

The above item was pulled by Councilmember Bessinger to express his gratitude to staff. Upon call, there was no public comment.

Motion for approval by Councilmember Bessinger, seconded by Councilmember Basgall. Motion carried 4-0-1 with Mayor Ashbeck absent

**PUBLIC HEARINGS – 6:19**

6:19 ITEM 5 - CONSIDER APPROVAL - **RES. 24-86**, CUP2024-003 APPEAL. A REQUEST TO CONSIDER AN APPEAL OF THE PLANNING COMMISSION'S APPROVAL OF CUP2024-003 FOR AN 18-BED CONGREGATE CARE FACILITY FOR THE PROPERTIES LOCATED AT 2901 AND 2939 ARMSTRONG AVENUE. CHERYL NELSON, OWNER; ARK CONGREGATE LIVING – FRESNO, LLC, APPLICANT, AND ORLANDO RAMIREZ, REPRESENTATIVE.

Tom Judd, resident, addressed concerned with the elementary school nearby and spoke in opposition.

Steve Henry, resident, requested a reduction in beds and spoke in opposition.

Miroslav Lazovich, resident, spoke in opposition.

Michael, resident, requested a smaller sized facility and spoke in opposition.

John Burson, resident, addressed concerns with additional traffic, the size of the facility, and spoke in opposition.

Jeni-Ann Kren, resident, spoke in support.

Kirsten Creig, resident, addressed concerns with the size of the facility and spoke in opposition.

Will Keller, resident, addressed concerns with the size of the facility, future use, and spoke in opposition.

Orlando Ramriez, applicant, addressed comments and concern surrounding the facility.

Motion by Councilmember Bessinger, seconded by Councilmember Basgall to uphold the Planning Commission's approval Conditional Use Permit 2024-003, subject to the conditions of approval listed as Attachment 1A. Motion carried 4-0-1 with Mayor Ashbeck absent.



**ADMINISTRATIVE ITEMS – 7:33**

7:33 ITEM 6 - CONSIDER APPROVAL – DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES’ ANNUAL CONFERENCE AND BUSINESS MEETING ON OCTOBER 16-18, 2024.

Upon call, there was no public comment.

Motion for Mayor Ashbeck to be designated as the voting delegate with Mayor Pro Tem Mouanoutoua as the alternate by Councilmember Pearce, seconded by Councilmember. Motion carried 4-0-1 with Mayor Ashbeck absent

**CITY MANAGER COMMENTS – 7:35**

It was consensus of the City Council to place an item on a future agenda to discuss moving Council meetings from Monday nights to Tuesday nights in 2025.

**COUNCIL COMMENTS – 7:37**

**ADJOURNMENT**

Mayor Pro Tem Mouanoutoua adjourned the meeting of the Council to August 19, 2024

Meeting adjourned: 7:38 p.m.

\_\_\_\_\_  
Mayor

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



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: Finance Department  
 DATE: August 19, 2024  
 SUBJECT: Finance – Receive and File – Investment Report for the Month of March 2024.

ATTACHMENTS:

1. Distribution of Investments
2. Monthly Investment Transactions
3. Certificates of Deposit
4. Municipal Securities
5. Corporate Securities
6. Graph of March 31, 2024 Treasury Rates

### EXECUTIVE SUMMARY

Attached is the Investment Report for the month of March 2024. Shown in Attachment 1 is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Attachment 2 reflects the monthly investment transactions for the month of March 2024. Attachment 3 lists the certificates of deposit. Attachment 4 lists the municipal securities. Attachment 5 lists the corporate securities. Attachment 6 is a graph of Treasury rates on March 31, 2024.

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

1. Assets are invested in adherence with the safeguards and diversity of a prudent investor.
2. The portfolio is invested in a manner consistent with the primary emphasis on preservation of the principal, while attaining a high rate of return consistent with this guideline. Trading of securities for the sole purpose of realizing trading profits is prohibited.
3. Sufficient liquidity is maintained to provide a source for anticipated financial obligations as they become due.

4. Investments may be made, consistent with the Investment Policy Guidelines, in fixed income securities maturing in three years or less and can be extended to five years with the City Manager's approval.

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 5.34%. The rate of return for the City of Clovis portfolio is 3.49%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 65% of the Treasury bill rate.

The Finance Department began investing in corporate securities in February to provide additional diversification and yield to the portfolio. 3 corporate securities totaling \$6,000,000 were purchased this month at an aggregate yield of 4.59%, which is roughly 38 basis points higher than current yields on 5-year Treasury bonds.

In accordance with the Investment Policy, the investment period on each investment is up to three years and can be extended to five years with the City Manager's approval. As of March 2024, the average investment life of the City's investment portfolio is 2.02 years.

#### Current Investment Environment and Philosophy

During the month of March 2024, the federal funds rate remained at 5.25%-5.50%. On March 31, 2024, the Treasury yield curve decreased from 3-month to 10-year notes.

#### Certificates of Deposit (CD's)

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

#### Purchases and Maturities

- 0 government securities were purchased.
- 4 government securities totaling \$14,000,000 matured.
- 5 certificates of deposit totaling \$1,250,000 were purchased.
- 2 certificates of deposit totaling \$500,000 matured.
- 2 municipal securities totaling \$1,270,000 were purchased.
- 0 municipal securities were called or matured.
- 3 corporate securities totaling \$6,000,000 were purchased.
- 0 corporate securities were called or matured.

#### Market Environment

- During March the federal funds rate remained at 5.25%-5.50%.
- On March 31, the yield curve decreased from 3-month to 10-year notes. See Attachment 6, Graph of Treasury Rates on March 31, 2024.

**CONFLICT OF INTEREST**

None.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager *AB*

**City of Clovis  
Distribution of Investments  
As of March 31, 2024**

AGENDA ITEM NO. 3.

	COST	NET BOOK VALUE	MARKET VALUE *	YIELD TO MATURITY	STATED INTEREST RATE	INVEST DATE	MATURITY DATE	DAYS TO MATURITY FROM 3/31/2024
<b><u>GOVT SECURITIES</u></b>								
FHLB	5,000,000	5,000,000	4,954,950	0.350%	0.350%	06/07/21	06/07/24	68
FHLB	941,770	991,539	989,370	4.500%	0.700%	11/17/22	06/24/24	85
FHLB	4,969,000	4,993,108	4,872,400	1.274%	1.050%	01/20/22	11/15/24	229
FHLB	1,595,506	1,685,682	1,674,952	4.515%	0.500%	11/16/22	12/30/24	274
FNMA	1,857,400	1,933,157	1,918,580	4.415%	0.500%	03/23/23	02/24/25	330
FNMA	930,300	967,276	958,630	4.338%	0.520%	03/23/23	02/25/25	331
FHLB	932,200	968,066	960,150	4.328%	0.625%	03/23/23	02/27/25	333
FHLB	3,980,000	3,993,906	3,879,600	1.922%	1.750%	02/28/22	02/28/25	334
FHLB	4,000,000	4,000,000	3,916,200	2.750%	2.750%	04/25/22	04/25/25	390
FAMCMTN	3,947,600	3,980,786	3,791,200	1.121%	0.750%	12/16/21	07/28/25	484
FHLB	5,000,000	5,000,000	4,912,300	3.600%	3.600%	08/30/22	08/28/25	515
FAMCMTN	4,948,500	4,980,990	4,710,800	0.869%	0.600%	10/14/21	09/08/25	526
FHLB	871,150	899,603	882,674	3.886%	0.500%	04/26/23	11/25/25	604
FHLB	4,963,000	4,984,394	4,630,550	0.750%	0.580%	09/08/21	02/11/26	682
FHLB	3,922,000	3,964,592	3,711,680	1.229%	0.750%	12/16/21	02/24/26	695
FHLB	2,751,000	2,827,986	2,776,680	3.916%	0.790%	05/17/23	03/16/26	715
FFCB	4,967,500	4,983,642	4,556,750	1.075%	0.940%	10/14/21	09/28/26	911
FHLB	3,649,200	3,791,339	3,663,560	3.342%	1.150%	06/29/22	10/28/26	941
FHLB	5,988,000	5,993,639	5,510,880	1.291%	1.250%	11/24/21	11/24/26	968
FHLB	5,127,757	5,070,460	4,698,200	1.580%	2.125%	01/20/22	12/11/26	985
FHLB	4,043,250	4,215,370	4,052,366	3.397%	1.020%	06/29/22	02/24/27	1,060
FHLB	4,550,000	4,711,259	4,529,079	3.173%	1.020%	08/17/22	02/24/27	1,060
FHLB	3,695,200	3,819,465	3,765,362	2.564%	0.900%	03/31/22	02/26/27	1,062
FHLB	6,072,400	5,250,826	5,176,447	3.737%	0.900%	01/19/23	02/26/27	1,062
FHLB	5,247,000	6,284,516	6,195,495	4.329%	0.900%	02/16/23	02/26/27	1,062
FHLB	5,050,770	5,456,366	5,144,820	3.971%	1.000%	12/14/22	02/26/27	1,062
FHLB	4,000,000	4,000,000	3,760,600	2.375%	2.375%	03/08/22	03/08/27	1,072
FFCB	5,160,000	5,334,825	5,212,320	3.996%	0.830%	03/23/23	02/22/28	1,423
FHLB	355,160	357,344	351,676	4.123%	1.125%	01/18/24	02/25/28	1,426
FFCB	2,123,750	2,167,002	2,176,775	4.812%	1.000%	09/27/23	03/02/28	1,432
FHLB	1,893,209	1,929,375	1,961,232	5.018%	1.000%	10/18/23	03/10/28	1,440
FHLB	3,124,500	3,101,864	3,012,840	3.553%	4.500%	05/17/23	03/10/28	1,440
FFCB	626,780	630,285	617,799	4.121%	1.370%	01/18/04	03/22/28	1,452
FFCB	6,102,000	6,083,008	5,892,780	3.501%	3.875%	04/26/23	04/25/28	1,486
FFCB	5,354,250	5,378,159	5,301,340	4.349%	3.740%	06/14/23	04/27/28	1,488
FFCB	2,955,000	2,961,549	2,963,700	4.814%	4.470%	07/12/23	06/22/28	1,544
FFCB	2,641,500	2,663,436	2,612,970	4.130%	1.230%	12/20/23	07/13/28	1,565
FHLMC	853,500	865,196	866,290	4.601%	1.100%	11/15/23	07/27/28	1,579
FNMA	848,800	860,865	864,330	4.613%	1.000%	11/15/23	07/28/28	1,580
FHLB	882,500	889,596	874,160	4.117%	1.300%	12/20/23	08/04/28	1,587
FHLB	2,981,700	2,983,390	3,058,050	4.892%	4.750%	10/18/23	09/08/28	1,622
FHLMC	842,300	854,303	856,020	4.614%	1.000%	11/15/23	10/19/28	1,663
<b>SECURITIES TOTAL</b>	<u>\$ 139,745,451</u>	<u>\$ 141,808,163</u>	<u>\$ 137,216,556</u>					
<b>LAIF</b>		<u>\$ 56,706,769</u>	<u>\$ 56,706,769</u>					
<b>Municipal Issuance</b>		<u>\$ 58,580,128</u>	<u>\$ 57,423,800</u>					
<b>Corporate Securities</b>		<u>\$ 11,864,832</u>	<u>\$ 11,826,980</u>					
<b>Sweep Account (Union Bank)</b>		<u>\$ 15,510,055</u>	<u>\$ 15,510,055</u>					
<b>TOTAL CD'S</b>		<u>\$ 31,245,000</u>	<u>\$ 30,985,978</u>					
<b>TOTAL INVESTMENTS</b>		<u>\$ 315,714,947</u>	<u>\$ 309,670,138</u>					

\* Market values for securities obtained from US Bank.

**City of Clovis**  
**Monthly Investment Transactions**  
**As of March 31, 2024**

AGENDA ITEM NO. 3.

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
Cisco Sys Inc	Corp	Purchase	2,000,000	2,020,000	4.850%	03/21/24	02/26/29
Merck Co Inc	Corp	Purchase	2,000,000	1,898,000	3.400%	03/21/24	03/07/29
Blackrock Funding Inc	Corp	Purchase	2,000,000	2,010,000	4.700%	03/21/24	03/14/29
Alameda Cnty CA	Mun Iss.	Purchase	540,000	520,560	3.519%	03/21/24	08/01/28
Long Beach CA Cmnty	Mun Iss.	Purchase	730,000	667,950	2.337%	03/21/24	08/01/28
CFBank Fairlawn	CD	Purchase	250,000	250,000	4.450%	03/05/24	03/05/27
Haven Svgs Bk	CD	Purchase	250,000	250,000	4.500%	03/06/24	03/08/27
Univest Natl Bk	CD	Purchase	250,000	250,000	4.600%	03/13/24	03/15/27
First Natl Bk	CD	Purchase	250,000	250,000	4.600%	03/19/24	03/19/27
Nicolet Natl Bk	CD	Purchase	250,000	250,000	4.600%	03/22/24	03/22/27
FFCB	Gov. Sec.	Maturity	5,000,000	5,000,000	0.250%	03/01/24	03/01/24
FFCB	Gov. Sec.	Maturity	2,000,000	1,999,246	3.625%	03/08/24	03/08/24
FHLB	Gov. Sec.	Maturity	5,000,000	4,999,761	3.250%	03/08/24	03/08/24
FFCB	Gov. Sec.	Maturity	2,000,000	1,999,928	0.300%	03/18/24	03/18/24
Transportation Alliance	CD	Maturity	250,000	250,000	0.250%	03/12/24	03/12/24
Preferred Bk LA	CD	Maturity	250,000	250,000	0.250%	03/25/24	03/25/24

**PORTFOLIO DATA**

**Current Month (03/24)**

	<u>Book</u>	<u>Market</u>
CD'S	\$ 31,245,000	\$ 30,985,978
Gov't Securities*	141,808,163	137,216,556
Municipal Securities	58,580,128	57,423,800
Corporate Securities	11,864,832	11,826,980
LAIF	56,706,769	56,706,769
Sweep Account (Union Bank)	15,510,055	15,510,055
<b>TOTAL</b>	<b>\$ 315,714,947</b>	<b>\$ 309,670,138</b>

**Prior Month (02/24)**

	<u>Book</u>	<u>Market</u>
CD'S	\$ 30,495,000	\$ 30,328,869
Gov't Securities*	155,350,042	150,873,470
Municipal Securities	57,130,672	55,970,997
Corporate Securities	5,935,200	5,887,560
LAIF	56,706,769	56,706,769
Sweep Account (Union Bank)	13,082,312	13,082,312
<b>TOTAL</b>	<b>\$ 318,699,995</b>	<b>\$ 312,849,977</b>

**Three Months Previous (12/23)**

	<u>Book</u>	<u>Market</u>
CD'S	\$ 28,995,000	\$ 28,689,096
Gov't Securities*	154,368,102	150,412,489
Municipal Securities	55,334,718	54,350,950
Corporate Securities	-	-
LAIF	56,142,817	56,142,817
Sweep Account (Union Bank)	9,575,028	9,575,028
<b>TOTAL</b>	<b>\$ 304,415,665</b>	<b>\$ 299,170,380</b>

**Six Months Previous (09/23)**

	<u>Book</u>	<u>Market</u>
CD'S	\$ 26,995,000	\$ 26,265,805
Gov't Securities*	143,006,374	135,435,648
Municipal Securities	55,366,986	53,208,549
Corporate Securities	-	-
LAIF	55,589,725	55,589,725
Sweep Account (Union Bank)	12,584,965	12,584,965
<b>TOTAL</b>	<b>\$ 293,543,050</b>	<b>\$ 283,084,692</b>

**One Year Previous (03/23)**

	<u>Book</u>	<u>Market</u>
CD'S	\$ 23,495,000	\$ 22,921,197
Gov't Securities*	119,265,591	114,207,766
Municipal Securities	56,870,000	52,675,462
Corporate Securities	-	-
LAIF	75,000,000	75,000,000
Sweep Account (Union Bank)	30,827,750	30,827,750
<b>TOTAL</b>	<b>\$ 305,458,341</b>	<b>\$ 295,632,175</b>

\*Adjusted Quarterly for Premium/Discount Amortization

**City of Clovis  
Certificates of Deposit  
As of March 31, 2024**

AGENDA ITEM NO. 3.

<b>Negotiable CDs</b>	<b>COST</b>	<b>MARKET PRICE</b>	<b>INTEREST RATE</b>	<b>INVEST DATE</b>	<b>MATURITY DATE</b>	<b>MATURITY FROM 03/31/24</b>	<b>INTEREST FREQUENCY</b>
Bankunited Natl Assn	245,000	244,870.15	0.450%	03/31/21	04/01/24	1	QUARTERLY
Greenstate Credit Union	250,000	247,305.00	0.450%	06/16/21	06/17/24	78	QUARTERLY
Eaglemark Savings Bank	250,000	246,900.00	0.400%	06/30/21	06/28/24	89	QUARTERLY
Texas Exchange Bk	250,000	246,600.00	0.500%	07/09/21	07/09/24	100	QUARTERLY
BMW Bk North Amer	250,000	245,965.00	0.550%	07/30/21	07/30/24	121	QUARTERLY
Toyota Finl Svgs	250,000	244,775.00	0.650%	09/09/21	09/09/24	162	QUARTERLY
State Bk India	250,000	244,532.50	0.650%	09/17/21	09/17/24	170	QUARTERLY
Ubs Bank Usa	250,000	242,937.50	0.750%	11/17/21	11/18/24	232	QUARTERLY
Webbank Salt Lake City	250,000	242,690.00	0.750%	11/29/21	11/29/24	243	QUARTERLY
Medallion Bank Salt Lake City	250,000	242,302.50	0.900%	12/20/21	12/20/24	264	QUARTERLY
Beal Bank	250,000	241,815.00	0.950%	01/19/22	01/15/25	290	QUARTERLY
Mountain Amer Fed	250,000	246,180.00	3.450%	08/31/22	02/28/25	334	QUARTERLY
Barclays Bk	250,000	242,082.50	1.700%	03/09/22	03/10/25	344	QUARTERLY
Goldman Sachs Bk	250,000	241,967.50	1.650%	03/09/22	03/10/25	344	QUARTERLY
Safra National Bk	250,000	242,530.00	2.000%	03/23/22	03/24/25	358	QUARTERLY
Pentagon Federal Cr Un	250,000	242,507.50	2.000%	03/28/22	03/28/25	362	QUARTERLY
Beal Bank	250,000	242,960.00	2.200%	04/06/22	04/02/25	367	QUARTERLY
JP Morgan Chase	250,000	243,565.00	2.500%	04/08/22	04/08/25	373	QUARTERLY
First Natl Bank	250,000	242,750.00	2.200%	04/12/22	04/11/25	376	QUARTERLY
One Community Bank	250,000	243,800.00	2.700%	04/29/22	04/29/25	394	QUARTERLY
Americu Credit Union	250,000	243,970.00	2.800%	05/02/22	05/02/25	397	QUARTERLY
Synchrony Bank Retail	250,000	244,592.50	3.100%	05/20/22	05/20/25	415	QUARTERLY
Connexus Credit Union	250,000	244,240.00	3.000%	05/26/22	05/27/25	422	QUARTERLY
Bmo Harris Bank	250,000	244,427.50	3.150%	06/17/22	06/17/25	443	QUARTERLY
Saco Biddeford	250,000	243,542.50	2.850%	06/17/22	06/17/25	443	QUARTERLY
Baxter Credit Union	250,000	245,110.00	3.400%	06/28/22	06/30/25	456	QUARTERLY
Capital One Bank	250,000	244,925.00	3.350%	06/29/22	06/30/25	456	QUARTERLY
American First Cr Un	250,000	244,455.00	3.250%	07/15/22	07/15/25	471	QUARTERLY
Trustone Financial Cr Un	250,000	244,402.50	3.250%	07/19/22	07/21/25	477	QUARTERLY
American Natl Bank	250,000	243,852.50	3.100%	07/27/22	07/28/25	484	QUARTERLY
TCM Bank	250,000	244,690.00	3.350%	07/28/22	07/28/25	484	QUARTERLY
Generations Bank	250,000	244,792.50	3.400%	08/03/22	08/04/25	491	QUARTERLY
Direct Fed Credit	250,000	244,512.50	3.500%	08/17/22	08/18/25	505	QUARTERLY
Resource One Credit	250,000	244,342.50	3.300%	08/17/22	08/18/25	505	QUARTERLY
Connex Credit	250,000	244,940.00	3.500%	08/31/22	08/29/25	516	QUARTERLY
Skyone Fed Credit	250,000	245,285.00	3.600%	08/30/22	09/02/25	520	QUARTERLY
Credit Union of Texas	250,000	245,185.00	3.600%	09/14/22	09/15/25	533	QUARTERLY
Forbright Bank	250,000	244,790.00	3.500%	09/16/22	09/16/25	534	QUARTERLY
Ally Bank Sandy Utah	250,000	245,125.00	4.050%	09/29/22	09/19/25	537	QUARTERLY
Alabama Credit Union	250,000	246,530.00	3.600%	09/20/22	09/22/25	540	QUARTERLY
Kemba Finl Credit Union	250,000	246,692.50	4.000%	09/21/22	09/22/25	540	QUARTERLY
Farmers Merchants	250,000	245,657.50	3.750%	09/28/22	09/29/25	547	QUARTERLY
Jefferson Finl FCU	250,000	247,105.00	4.150%	09/29/22	09/29/25	547	QUARTERLY
Dort Finl Credit Union	250,000	246,562.50	4.000%	09/30/22	09/30/25	548	QUARTERLY
First National Bank	250,000	245,627.50	3.625%	09/30/22	09/30/25	548	QUARTERLY
Numerica Credit Union	250,000	247,620.00	4.200%	09/30/22	09/30/25	548	QUARTERLY
Vystar Credit Union	250,000	247,765.00	4.350%	09/30/22	09/30/25	548	QUARTERLY
1st Financial Bank	250,000	247,005.00	4.150%	10/13/22	10/14/25	562	QUARTERLY
Bell Bank Fargo	250,000	247,005.00	4.150%	10/13/22	10/14/25	562	QUARTERLY
Pacific Alliance	250,000	247,190.00	4.200%	10/14/22	10/14/25	562	QUARTERLY
Great Southern Bank	250,000	248,300.00	4.500%	10/20/22	10/20/25	568	QUARTERLY
American Bank	250,000	247,690.00	4.350%	10/21/22	10/21/25	569	QUARTERLY
Queensborough Natl Bank	250,000	247,360.00	4.100%	10/21/22	10/21/25	569	QUARTERLY
Public Alliance Cr Un	250,000	248,300.00	4.500%	10/25/22	10/27/25	575	QUARTERLY
First Citizens Bank	250,000	248,990.00	4.700%	10/28/22	10/28/25	576	QUARTERLY
LCA Bank Corp	250,000	247,865.00	4.400%	10/28/22	10/28/25	576	QUARTERLY
Sharonview Fed Cr Un	250,000	249,980.00	4.850%	10/31/22	10/31/25	579	QUARTERLY
United Heritage Cr Un	250,000	249,287.50	4.700%	11/04/22	11/04/25	583	QUARTERLY
Capital One Natl Assn	250,000	249,940.00	4.900%	11/16/22	11/17/25	596	QUARTERLY
Morgan Stanley Bank	250,000	249,990.00	5.000%	11/18/22	11/18/25	597	QUARTERLY
Spokane Teachers Cr Un	250,000	250,310.00	5.000%	11/23/22	11/23/25	602	QUARTERLY
Morgan Stanley Private	250,000	249,230.00	4.750%	12/09/22	12/09/25	618	QUARTERLY
Community Bank Topeka	250,000	247,475.00	4.300%	12/14/22	12/15/25	624	QUARTERLY
Austin Telco Fed	250,000	250,157.50	4.950%	12/16/22	12/16/25	625	QUARTERLY
Rogue Credit Union	250,000	250,000.00	5.100%	12/23/22	12/23/25	632	QUARTERLY
Alliant Credit Union	250,000	250,847.50	5.100%	12/30/22	12/30/25	639	QUARTERLY

**City of Clovis  
Certificates of Deposit  
As of March 31, 2024**

AGENDA ITEM NO. 3.

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 03/31/24	INTEREST FREQUENCY
First Technology Fed Cr Un	250,000	251,057.50	5.150%	06/30/23	12/30/25	639	MONTHLY
Liberty First Cr Un	250,000	248,540.00	4.550%	01/17/23	01/19/26	659	QUARTERLY
Capital Educators Fed Cr	250,000	248,542.50	4.550%	01/19/23	01/20/26	660	QUARTERLY
Manufacturers Traders	250,000	247,737.50	4.250%	01/31/23	01/23/26	663	QUARTERLY
City Natl Bank	250,000	247,297.50	4.350%	01/25/23	01/26/26	666	QUARTERLY
Coastlife Cr Un	250,000	248,990.00	4.650%	02/13/23	02/13/26	684	QUARTERLY
Achieve Finl Cr Un	250,000	248,997.50	4.650%	02/17/23	02/17/26	688	QUARTERLY
California Cr Un Glendale	250,000	248,297.50	4.500%	02/23/23	02/23/26	694	QUARTERLY
Truliant Fed Cr Un	250,000	248,847.50	4.600%	02/28/23	02/27/26	698	QUARTERLY
Pioneer Fed Cr Un Mtn Home	250,000	248,847.50	4.600%	02/28/23	03/02/26	701	QUARTERLY
Tradition Cap Bankk	250,000	248,557.50	4.600%	03/03/23	03/03/26	702	MONTHLY
Alaska Fed Cr	250,000	249,432.50	4.650%	03/05/23	03/09/26	708	MONTHLY
Mid Carolina Credit	250,000	250,620.00	4.600%	03/13/23	03/13/26	712	MONTHLY
Blue Ridge Bank	250,000	250,567.50	4.500%	03/16/23	03/16/26	715	MONTHLY
Northwest Bank	250,000	250,682.50	4.600%	03/17/23	03/17/26	716	MONTHLY
Valleystar Credit Union	250,000	250,695.00	4.600%	03/20/23	03/20/26	719	MONTHLY
First Community Bank	250,000	250,395.00	4.500%	03/22/23	03/23/26	722	MONTHLY
Technology Credit Union	250,000	250,727.50	4.650%	03/23/23	03/23/26	722	MONTHLY
Cibc Bank	250,000	250,367.50	4.650%	03/24/23	03/24/26	723	MONTHLY
Signature Bank	250,000	250,710.00	4.500%	03/24/23	03/24/26	723	MONTHLY
Point West Credit Union	250,000	250,767.50	5.000%	04/12/23	04/13/26	743	MONTHLY
Flagstar Bank	250,000	250,825.00	4.650%	03/30/23	04/24/26	754	MONTHLY
Utah Cmnty Credit Union	250,000	248,895.00	4.600%	04/26/23	04/27/26	757	MONTHLY
Cross River Bank	250,000	249,115.00	4.650%	05/19/23	05/19/26	779	MONTHLY
Raiz FCU	250,000	249,937.50	4.650%	05/24/23	05/26/26	786	MONTHLY
Usalliance FCU	250,000	249,422.50	4.700%	05/26/23	05/26/26	786	MONTHLY
Chartway Fed Cr Un	250,000	250,497.50	4.900%	06/09/23	06/09/26	800	MONTHLY
Customers Bank	250,000	249,452.50	4.700%	06/14/23	06/15/26	806	MONTHLY
Lafayette Fed Cr Un	250,000	250,812.50	4.950%	12/13/23	06/15/26	806	QUARTERLY
Latino Cmnty Cr Un	250,000	250,602.50	4.900%	06/27/23	06/29/26	820	MONTHLY
Leaders Cr Un	250,000	251,142.50	5.000%	06/30/23	06/30/26	821	MONTHLY
Farmers Insurance	250,000	251,202.50	5.000%	07/21/23	07/21/26	842	MONTHLY
Maine Svgs FCU	250,000	251,202.50	5.000%	07/21/23	07/21/26	842	MONTHLY
Popular Bank New York	250,000	250,572.50	4.850%	09/06/23	09/04/26	887	QUARTERLY
Freedom Northwest Cr Un	250,000	253,550.00	5.350%	09/19/23	09/18/26	901	QUARTERLY
Amex National Bank	250,000	251,505.00	5.000%	09/20/23	09/21/26	904	QUARTERLY
First Gty Bank	250,000	252,205.00	5.100%	10/13/23	10/13/26	926	MONTHLY
Bridgewater Bank	250,000	252,325.00	5.100%	11/03/23	11/03/26	947	MONTHLY
Taylorville Svgs Bk	250,000	252,325.00	5.100%	11/03/23	11/03/26	947	MONTHLY
Mountain Comm Bk	250,000	248,780.00	4.500%	12/20/23	12/21/26	995	QUARTERLY
American Bk Freedom	250,000	248,712.50	4.500%	12/22/23	12/22/26	996	QUARTERLY
Rockland Fed Cr Un	250,000	249,422.50	4.600%	12/22/23	12/22/26	996	QUARTERLY
Hughes Fed Cr Un	250,000	248,247.50	4.400%	01/29/24	01/29/27	1,034	QUARTERLY
MVB Bk Inc Fairmont	250,000	247,290.00	4.250%	01/31/24	01/29/27	1,034	QUARTERLY
Farmers & Merchants Tr Co	250,000	246,592.50	4.150%	01/30/24	02/01/27	1,037	QUARTERLY
Oregon Cmnty Cr Un	250,000	247,580.00	4.300%	02/09/24	02/09/27	1,045	MONTHLY
Valley Natl Bk	250,000	248,702.50	4.450%	02/21/24	02/22/27	1,058	MONTHLY
CFBank Fairlawn	250,000	248,645.00	4.450%	03/05/24	03/05/27	1,069	QUARTERLY
Haven Svgs Bk	250,000	248,930.00	4.500%	03/06/24	03/08/27	1,072	QUARTERLY
Univest Natl Bk	250,000	249,655.00	4.600%	03/13/24	03/15/27	1,079	QUARTERLY
First Natl Bk	250,000	249,722.50	4.600%	03/19/24	03/19/27	1,083	QUARTERLY
Nicolet Natl Bk	250,000	249,735.00	4.600%	03/22/24	03/22/27	1,086	QUARTERLY
People Bank Co	250,000	251,195.00	4.650%	03/30/23	03/30/27	1,094	MONTHLY
Carroll County	250,000	251,457.50	4.650%	03/30/23	03/30/28	1,460	MONTHLY
Discover Bank	250,000	250,095.00	4.350%	04/26/23	04/24/28	1,485	MONTHLY
TTCU Fed Cr Un	250,000	256,620.00	5.000%	07/26/23	07/26/28	1,578	MONTHLY
Wells Fargo Natl Bk	250,000	257,720.00	5.050%	11/14/23	11/14/28	1,689	MONTHLY
Consumers Fed Cr Un	250,000	257,207.50	5.000%	11/16/23	11/16/28	1,691	MONTHLY
Amerasia Bk	250,000	246,702.50	4.000%	02/15/24	02/15/29	1,782	MONTHLY
<b>Negotiable CD TOTAL</b>	<u>\$ 31,245,000</u>	<u>\$ 30,985,978</u>					
<b>CD TOTAL</b>	<u>\$ 31,245,000</u>	<u>\$ 30,985,978</u>					



**City of Clovis  
Municipal Securities  
As of March 31, 2024**

**AGENDA ITEM NO. 3.**

<b>Municipal Securities</b>	<b>COST</b>	<b>MARKET PRICE</b>	<b>INTEREST RATE</b>	<b>INVEST DATE</b>	<b>MATURITY DATE</b>	<b>MATURITY FROM 03/31/24</b>	<b>INTEREST FREQUENCY</b>
San Diego CA Convention Ref Bond	1,448,934	1,447,738	1.527%	08/18/22	04/15/24	15	QUARTERLY
Santa Ana College Ref Bond	439,491	433,176	0.644%	12/17/21	08/01/24	123	QUARTERLY
University CA Rev Bond	990,308	978,050	4.350%	09/15/22	05/15/25	410	QUARTERLY
Antelope Valley CA Ref Bond	739,545	719,183	1.767%	05/12/22	08/01/25	488	QUARTERLY
Chabot Las Positas Cmnty Clg Bond	1,451,383	1,411,984	0.880%	04/29/22	08/01/25	488	QUARTERLY
Foothill De Anza Bond	799,931	792,574	0.906%	03/24/23	08/01/25	488	QUARTERLY
San Dieguito High School Ref Bond	965,368	958,180	1.661%	10/13/22	08/01/25	488	QUARTERLY
Santa Ana CCD Ref Bond	242,323	236,478	0.744%	05/12/22	08/01/25	488	QUARTERLY
Orange County Water Dist Ref Bond	872,945	866,565	2.095%	10/13/22	08/15/25	502	QUARTERLY
San Jose CA Txble Ser B	2,292,961	2,274,977	2.450%	10/13/22	09/01/25	519	QUARTERLY
Los Angeles CA USD Ref Bond	1,004,867	927,070	1.455%	11/15/21	07/01/26	822	QUARTERLY
Chabot Las Positas Cmnty Clg CA	3,347,966	3,227,369	1.080%	07/27/22	08/01/26	853	QUARTERLY
Chaffey CA High School Ref Bond	1,528,788	1,490,334	2.475%	06/30/22	08/01/26	853	QUARTERLY
Huntington Beach HS Dist Ref Bond	3,179,180	3,049,028	1.208%	04/29/22	08/01/26	853	QUARTERLY
Placentia Yorba USD Ref Bond	1,064,120	1,022,987	1.070%	05/31/22	08/01/26	853	QUARTERLY
San Diego CA Cmnty Ref Bond	461,621	445,767	2.299%	04/29/22	08/01/26	853	QUARTERLY
San Ramon Valley CA USD Ref Bond	2,125,000	1,961,991	1.147%	11/03/21	08/01/26	853	QUARTERLY
Sonoma Cnty Jr College Ref Bond	1,952,465	1,901,240	2.447%	06/30/22	08/01/26	853	QUARTERLY
San Diego CA Pub Facs Ref Bond	1,563,647	1,509,495	1.812%	08/18/22	10/15/26	928	QUARTERLY
CA ST Univ Rev Ref Bond	2,303,561	2,288,100	1.142%	02/17/23	11/01/26	945	QUARTERLY
El Dorado CA Irr Dist Ref Bond	1,120,290	1,078,709	1.687%	08/18/22	03/01/27	1,065	QUARTERLY
Rancho Santiago Cmnty Clg	301,694	298,924	1.106%	11/17/22	03/01/27	1,065	QUARTERLY
University Gen Rev Bond	2,169,923	2,160,929	1.316%	10/13/22	05/15/27	1,140	QUARTERLY
El Monte Ca Ref Bond	547,051	542,316	1.326%	03/24/23	06/01/27	1,157	QUARTERLY
Los Angeles CA Dept Wtr Ref Bond	2,089,395	2,046,240	5.516%	04/27/23	07/01/27	1,187	QUARTERLY
Colton CA Jt Uni Sch	967,716	961,166	1.603%	11/17/22	08/01/27	1,218	QUARTERLY
Contra Costa Ref Bond	834,262	816,842	2.163%	09/15/22	08/01/27	1,218	QUARTERLY
Corona Norco Ref Bond	229,672	231,983	2.297%	09/28/23	08/01/27	1,218	QUARTERLY
Foothill De Anza CCD	493,714	490,622	1.473%	12/15/22	08/01/27	1,218	QUARTERLY
Fremont CA Uni Sch Dist	1,089,548	985,710	1.113%	11/17/22	08/01/27	1,218	QUARTERLY
Fremont CA USD Ref Bond	999,029	1,052,494	2.000%	05/31/22	08/01/27	1,218	QUARTERLY
Marin CA Cmnty Clg Dist	322,336	322,917	3.330%	11/17/22	08/01/27	1,218	QUARTERLY
Mount San Antonio Cmnty Clg	255,055	255,206	1.139%	11/17/22	08/01/27	1,218	QUARTERLY
Mount San Antonio Ref Bond	377,803	377,395	2.329%	10/13/22	08/01/27	1,218	QUARTERLY
Saddleback VY Uni Ref Bond	2,915,799	2,806,440	2.400%	08/10/22	08/01/27	1,218	QUARTERLY
San Diego CA Com CD	556,853	552,057	2.407%	12/15/22	08/01/27	1,218	QUARTERLY
San Ramon Valley Ref Bond	1,329,601	1,300,268	3.415%	09/15/22	08/01/27	1,218	QUARTERLY
Santa Monica Cmnty Clg Ref Bond	986,117	969,540	3.050%	09/15/22	08/01/27	1,218	QUARTERLY
Sierra CA Cmnty Clg Dist	417,891	417,584	1.129%	11/17/22	08/01/27	1,218	QUARTERLY
William Hart CA Un High	179,440	179,306	1.174%	11/17/22	08/01/27	1,218	QUARTERLY
San Jose CA Txble Ser B	856,165	854,536	2.600%	10/13/22	09/01/27	1,249	QUARTERLY
Soquel Creek Cnty Ref Bond	492,220	485,170	1.445%	05/18/23	03/01/28	1,431	QUARTERLY
Gardena Calif Pension Oblig	907,937	923,840	2.663%	10/19/23	04/01/28	1,462	QUARTERLY
Beverly Hills Ref Bond	567,596	556,501	1.514%	06/15/23	06/01/28	1,523	QUARTERLY
California Health FACS	716,393	727,191	3.378%	11/16/23	06/01/28	1,523	QUARTERLY
Alameda Cnty Calif	520,560	520,090	3.519%	03/21/24	08/01/28	1,584	QUARTERLY
Desert CA Cmnty College	911,330	908,150	2.023%	01/19/24	08/01/28	1,584	QUARTERLY
Long Beach Calif Cmnty	667,950	669,191	2.337%	03/21/24	08/01/28	1,584	QUARTERLY
Redondo Beach Ref Bond	582,526	596,140	1.430%	09/28/23	08/01/28	1,584	QUARTERLY
San Ramon Valley CA Uni	1,619,635	1,624,423	1.670%	07/13/23	08/01/28	1,584	QUARTERLY
Santa Ana College Impt	1,312,083	1,315,605	1.320%	07/13/23	08/01/28	1,584	QUARTERLY
Santa Clarita CA Cmnty	893,348	884,730	1.563%	01/19/24	08/01/28	1,584	QUARTERLY
William Hart CA High	887,193	881,320	1.429%	12/21/23	08/01/28	1,584	QUARTERLY
Yosemite Calif Cmnty Clg	687,604	687,983	2.210%	12/21/23	08/01/28	1,584	QUARTERLY
<b>Mun. Securities TOTAL</b>	<b>\$ 58,580,128</b>	<b>\$ 57,423,800</b>					
<b>Municipal Securities TOTAL</b>	<b>\$ 58,580,128</b>	<b>\$ 57,423,800</b>					

City of Clovis  
Corporate Securities  
As of March 31, 2024

AGENDA ITEM NO. 3.

<u>Municipal Securities</u>	<u>COST</u>	<u>MARKET PRICE</u>	<u>INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>MATURITY FROM 03/31/24</u>	<u>INTEREST FREQUENCY</u>
Duke Energy Carolinas	1,949,904	1,933,440	3.950%	02/16/24	11/15/28	1,690	QUARTERLY
Toyota MTR Cr Corp	1,992,197	1,987,760	4.650%	02/16/24	01/05/29	1,741	QUARTERLY
Procter & Gamble Co	1,994,731	1,995,880	4.350%	02/16/24	01/29/29	1,765	QUARTERLY
Cisco Sys Inc	2,020,000	2,014,760	4.850%	03/21/24	02/26/29	1,793	QUARTERLY
Merck Co Inc	1,898,000	1,893,820	3.400%	03/21/24	03/07/29	1,802	QUARTERLY
Blackrock Funding Inc	2,010,000	2,001,320	4.700%	03/21/24	03/14/29	1,809	QUARTERLY

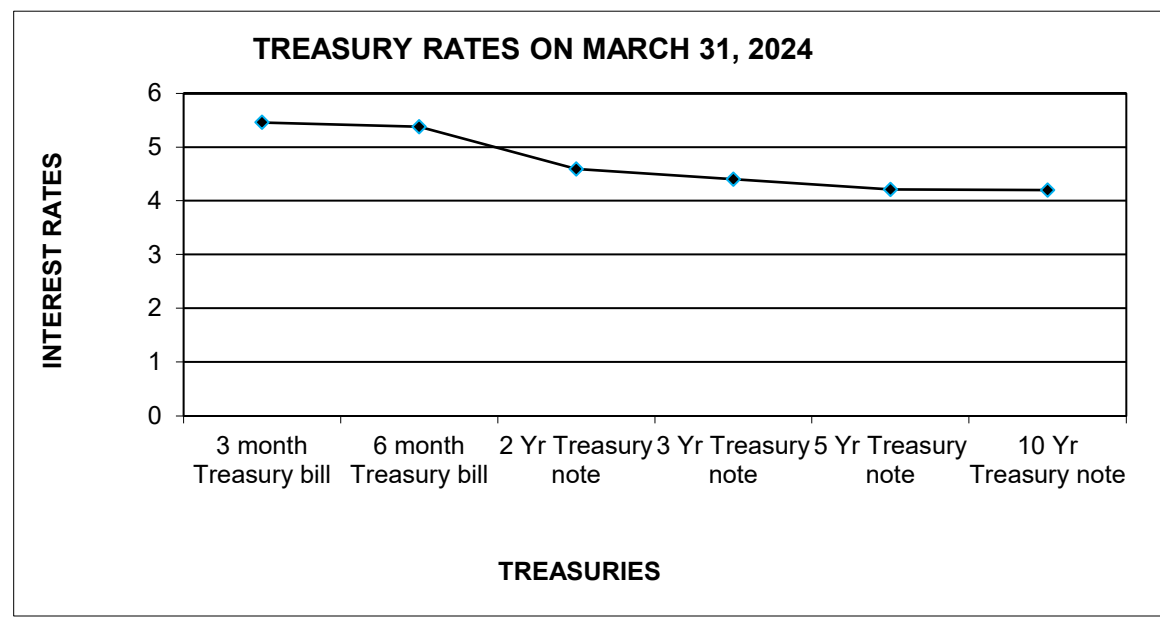
Mun. Securities TOTAL     \$ 11,864,832     \$ 11,826,980

**Municipal Securities TOTAL**     **\$ 11,864,832**     **\$ 11,826,980**

**CITY OF CLOVIS  
FINANCE DEPARTMENT  
MARCH 31, 2024 TREASURY RATES**

**Treasury Rates as of March 31, 2024**

3 month Treasury bill	5.46
6 month Treasury bill	5.38
2 Yr Treasury note	4.59
3 Yr Treasury note	4.40
5 Yr Treasury note	4.21
10 Yr Treasury note	4.20



As indicated in the above graph, treasuries decrease from 3-month to 10-year notes.



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: Finance Department  
 DATE: August 19, 2024  
 SUBJECT: Finance – Receive and File – Treasurer’s Report for the Month of March 2024.

ATTACHMENTS: 1. Summary of Cash Balances  
 2. Summary of Investment Activity  
 3. Investments with Original Maturities Exceeding One Year

### EXECUTIVE SUMMARY

Attached for the Council’s information is the Treasurer’s Report for the month ended March 31, 2024.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements, and fund balances. Attachment 1 provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. Attachment 2 summarizes the investment activity for the month and distribution, by type of investment, held by the City. Attachment 3 lists all investments with original maturities exceeding one year as of the month ended March 31, 2024.

### CONFLICT OF INTEREST

None.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager *AH*

**City of Clovis**  
**Statement of Cash Balances**  
**As of March 31, 2024**

<b>Previous Balance</b>	\$	2,344,815.05
<b>Deposits</b>		39,853,726.55
<b>Disbursements</b>		<u>(38,317,826.01)</u>
<b>Current Balance</b>	\$	<u><u>3,880,715.59</u></u>

<u>FUNDS</u>	<u>BALANCE</u>
100 General Fund	\$ 11,141,853.82
201 Local Transportation	20,616,051.61
202 Parking and Business Improvements	264,182.34
203 Off Highway Use	74,130.37
204 Community Facilities District 2020-1	244,393.06
205 Senior Citizen Memorial Trust	59,378.05
207 Landscape Assessment District	7,471,975.52
208 Blackhorse III (95-1) Assessment District	15,560.01
209 Blackhorse III (95-1) Assessment District 2	35,765.64
275 HCD Block Grant Fund	357,800.25
301 Park & Recreation Acquisition	7,578,305.54
305 Refuse Equipment Reserve	2,450,143.48
310 Special Street Deposit Fund	50,492,150.67
314 Housing Successor Agency	384,447.37
402 1976 Fire Bond Redemption	25,475.23
404 1976 Sewer Bond Redemption Fund	428,261.38
501 Community Sanitation Fund	16,156,034.20
502 Sewer Service Fund	35,739,799.71
504 Sewer Capital Projects-Users	275,277.17
506 Sewer Capital Projects-Developer	5,351,452.78
507 Water Service Fund	45,693,562.93
508 Water Capital Projects-Users	6,215,718.51
509 Water Capital Projects-Developer	8,649,912.75
515 Transit Fund	1,386,099.97
540 Planning & Development Services	16,476,803.68
601 Property & Liability Insurance	412,415.35
602 Fleet Maintenance	24,798,527.75
603 Employee Benefit Fund	14,801,799.41
604 General Government Services	28,869,980.15
605 Facilities Maintenance	4,068,521.34
606 Information Technology	6,748,509.05
701 Curb & Gutter Fund	169,211.53
703 Payroll Tax & Withholding Fund	1,492,624.21
712 Temperance/Barstow Assmt Dist (98-1)	79,817.74
713 Shepherd/Temperance Assmt Dist (2000-1)	5,919.58
715 Supp Law Enforcement Serv	369,911.34
716 Asset Forfeiture	368,664.18
720 Measure A-Public Safety Facility Tax	2,035.22
736 SA Admin Trust Fund	1,421.40
741 SA Debt Service Trust Fund	(179,369.82)
747 Housing Successor Trust Fund	1,137.98
<b>SUBTOTALS</b>	<u>\$ 319,595,662.45</u>
999 Invested Funds	<u>(315,714,946.86)</u>
<b>TOTAL</b>	<u><u>\$ 3,880,715.59</u></u>

**City of Clovis**  
**Summary of Investment Activity**  
**For the month of March 31, 2024**

<hr/> <hr/>		
<u>Balance of Investments Previous Month End</u>		<u>\$ 318,699,994.95</u>
 <u>Time Certificates of Deposit Transactions</u>		
Investments	1,250,000.00	
Withdrawals	<u>(500,000.00)</u>	
<b>Total CD Changes</b>		750,000.00
 <u>Other Changes</u>		
Government Securities	(13,541,879.00)	
Local Agency Investment Fund	0.00	
Municipal Securities	1,449,456.00	
Corporate Securities	5,929,632.00	
Sweep Account	<u>2,427,742.91</u>	
<b>Total Other Changes</b>		<u>(3,735,048.09)</u>
<b>Balance of Investments Current Month End</b>		<u>\$ 315,714,946.86</u>

**City of Clovis**  
**Distribution of Investments**  
**As of March 31, 2024**

<hr/> <hr/>		
Insured CD's		31,245,000.00
Government Securities		141,808,163.35
Corporation Securities		11,864,832.00
Local Agency Investment Fund		56,706,769.08
Municipal Securities		58,580,127.55
Sweep Account		<u>15,510,054.88</u>
<b>Investment Total</b>		<u>\$ 315,714,946.86</u>

**City of Clovis  
Government Maturities Exceeding One Year  
As of March 31, 2024**

Institution	Face Value	Investment		Maturity	Stated Rate
		Balance At	Amortized Cost		
FHLB	5,000,000.00	5,000,000		6/7/2024	0.350%
FHLB	1,000,000.00	991,539		6/24/2024	0.700%
FHLB	5,000,000.00	4,993,108		11/15/2024	1.050%
FHLB	1,735,000.00	1,685,682		12/30/2024	0.500%
FNMA	2,000,000.00	1,933,157		2/24/2025	0.500%
FNMA	1,000,000.00	967,276		2/25/2025	0.520%
FHLB	1,000,000.00	968,066		2/27/2025	0.625%
FHLB	4,000,000.00	3,993,906		2/28/2025	1.750%
FAMCMTN	4,000,000.00	4,000,000		4/25/2025	2.750%
FAMCMTN	4,000,000.00	3,980,786		7/28/2025	0.750%
FHLB	5,000,000.00	5,000,000		8/28/2025	3.600%
FHLB	5,000,000.00	4,980,990		9/8/2025	0.600%
FHLB	980,000.00	899,603		11/25/2025	0.500%
FFCB	5,000,000.00	4,984,394		2/11/2026	0.580%
FHLB	4,000,000.00	3,964,592		2/24/2026	0.750%
FHLB	3,000,000.00	2,827,986		3/16/2026	0.790%
FHLB	5,000,000.00	4,983,642		9/28/2026	0.940%
FHLB	4,000,000.00	3,791,339		10/28/2026	1.150%
FHLB	6,000,000.00	5,993,639		11/24/2026	1.250%
FHLB	5,000,000.00	5,070,460		12/11/2026	2.125%
FHLB	4,500,000.00	4,215,370		2/24/2027	1.020%
FHLB	5,000,000.00	4,711,259		2/24/2027	1.020%
FHLB	4,000,000.00	3,819,465		2/26/2027	0.900%
FHLB	6,800,000.00	5,250,826		2/26/2027	0.900%
FHLB	5,700,000.00	6,284,516		2/26/2027	0.900%
FHLB	6,000,000.00	5,456,366		2/26/2027	1.000%
FHLB	4,000,000.00	4,000,000		3/8/2027	2.375%
FHLB	6,000,000.00	5,334,825		2/22/2028	0.830%
FHLB	400,000.00	357,344		2/25/2028	1.125%
FFCB	2,500,000.00	2,167,002		3/2/2028	1.000%
FHLB	3,000,000.00	3,101,864		3/10/2028	4.500%
FFCB	2,245,000.00	1,929,375		3/10/2028	1.000%
FFCB	700,000.00	630,285		3/22/2028	1.370%
FFCB	6,000,000.00	6,083,008		4/25/2028	3.875%
FFCB	5,500,000.00	5,378,159		4/27/2028	3.740%
FFCB	3,000,000.00	2,961,549		6/22/2028	4.470%
FFCB	3,000,000.00	2,663,436		7/13/2028	1.230%
FHLMC	1,000,000.00	865,196		7/27/2028	1.100%
FNMA	1,000,000.00	860,865		7/28/2028	1.000%
FHLB	1,000,000.00	889,596		8/4/2028	1.300%
FFCB	3,000,000.00	2,983,390		9/8/2028	4.750%
FHLMC	1,000,000.00	854,303		10/19/2028	1.000%

**City of Clovis  
Municipal Maturities Exceeding One Year  
As of March 31, 2024**

Institution	Face Value	Investment	Maturity	Stated
		Balance At Amortized Cost		Rate
San Diego Conv Ctr Expansion	1,450,000.00	1,448,934.00	4/15/2024	1.527%
Sana Ana College Improv Dist	440,000.00	439,491.00	8/1/2024	0.644%
UC General Revenue Bonds	1,000,000.00	990,308.00	5/15/2025	3.050%
Antelope Valley Comm Coll	750,000.00	739,544.50	8/1/2025	1.767%
Chabot Las Positas Comm Coll	1,490,000.00	1,451,383.00	8/1/2025	0.880%
Foothill De Anza Ref Bds 2021B	835,000.00	799,930.50	8/1/2025	0.906%
San Dieguito USD GO Bonds	1,000,000.00	965,368.00	8/1/2025	1.661%
Santa Ana Coll Improv Dist	250,000.00	242,322.50	8/1/2025	0.744%
Orange County Water Dist	900,000.00	872,945.00	8/15/2025	2.095%
San Jose Ca Taxable Series B	2,355,000.00	2,292,960.50	9/1/2025	2.450%
LA CUSD GO Bonds	1,000,000.00	1,004,867.00	7/1/2026	1.455%
Chabot Las Positas Comm Coll	3,505,000.00	3,347,966.00	8/1/2026	1.080%
Chaffey Joint Union HS	1,565,000.00	1,528,787.50	8/1/2026	2.475%
Huntington Beach Union HS	3,305,000.00	3,179,180.00	8/1/2026	1.208%
Placentia Yorba Linda USD	1,110,000.00	1,064,120.00	8/1/2026	1.070%
San Diego Comm Coll Dist	470,000.00	461,621.00	8/1/2026	2.299%
San Ramon Valley CUSD	2,125,000.00	2,125,000.00	8/1/2026	1.147%
Sonoma County Jr Coll Dist	2,000,000.00	1,952,465.00	8/1/2026	2.447%
San Diego Pub Facilities Dist	1,625,000.00	1,563,647.00	10/15/2026	1.812%
California St Univ Taxable 2021B	2,500,000.00	2,303,561.00	11/1/2026	1.142%
El Dorado Irrigation Dist	1,175,000.00	1,120,290.00	3/1/2027	1.687%
Rancho Santiago CC Ref 2020	335,000.00	301,693.50	3/1/2027	1.106%
UC Taxable Gen Bds 2020 B	2,385,000.00	2,169,922.50	5/15/2027	1.316%
El Monte HSD Taxable Ref 2021	600,000.00	547,051.00	6/1/2027	1.326%
LA Dept Wtr Pwr Rev Bonds 2010C	2,000,000.00	2,089,395.00	7/1/2027	5.516%
Colton CA USD Ref Bonds 2020	1,060,000.00	967,716.00	8/1/2027	1.603%
Contra Costa Comm College Dist	880,000.00	834,262.00	8/1/2027	2.163%
Corona Norco USD Ref Bond 2019	250,000.00	229,672.00	8/1/2027	2.297%
Foothill De Anza CC Taxable 2021	540,000.00	493,714.00	8/1/2027	1.473%
Fremont USD Alameda County	1,100,000.00	1,089,548.00	8/1/2027	1.113%
Fremont USD Taxable Ref 2021	1,140,000.00	999,029.00	8/1/2027	2.000%
Marin County Comm Coll 2016	335,000.00	322,335.80	8/1/2027	3.330%
Mount San Antonio CC 2021	285,000.00	255,055.00	8/1/2027	1.139%
Mount San Antonio Comm Coll	405,000.00	377,802.75	8/1/2027	2.329%
Saddleback Valley USD	3,000,000.00	2,915,799.00	8/1/2027	2.400%
San Diego CCD Taxable 2019	590,000.00	556,853.00	8/1/2027	2.407%
San Ramon Valley CUSD	1,435,000.00	1,329,601.00	8/1/2027	1.440%
Santa Monica Comm College Dist	1,000,000.00	986,117.00	8/1/2027	3.415%
Sierra CA CCD 2021A Ref	465,000.00	417,890.50	8/1/2027	1.129%
William Hart USD 2020 Ref	200,000.00	179,440.00	8/1/2027	1.174%
San Jose Ca Taxable Series B	910,000.00	856,165.00	9/1/2027	2.600%
Soquel Creek Wtr Ref 2020	545,000.00	492,219.50	3/1/2028	1.445%
Gardena Calif Pension Obligation	1,000,000.00	907,937.00	4/1/2028	2.663%
Beverly Hills Taxable Ref 2020B	635,000.00	567,595.50	6/1/2028	1.514%
California Health Facs Fing Au	760,000.00	716,393.00	6/1/2028	3.378%
Alameda Cnty Calif	540,000.00	520,560.00	8/1/2028	3.519%
Desert CA Cmnty College	1,000,000.00	911,330.00	8/1/2028	2.023%
Long Beach Calif Cmnty	730,000.00	667,950.00	8/1/2028	2.337%
Redondo Beach CA Uni Bond 2018	675,000.00	582,526.00	8/1/2028	1.430%
San Ramon Valley CA	1,820,000.00	1,619,635.00	8/1/2028	1.670%
Santa Ana College Impt	1,500,000.00	1,312,083.00	8/1/2028	1.320%
Santa Clarita Calif Cmnty	1,000,000.00	893,348.00	8/1/2028	1.563%
William Hart High	1,000,000.00	887,193.00	8/1/2028	1.429%
Yosemite Calif Cmnty College	750,000.00	687,604.00	8/1/2028	2.210%



**City of Clovis**  
**Corporate Maturities Exceeding One Year**  
**As of March 31, 2024**

AGENDA ITEM NO. 4.

<b>Institution</b>	<b>Face Value</b>	<b>Investment Balance At Amortized Cost</b>	<b>Maturity</b>	<b>Stated Rate</b>
Duke Energy Carolinas LLC	2,000,000.00	1,949,904.00	11/15/2028	3.950%
Toyota MTR Cr Corp	2,000,000.00	1,992,197.00	1/5/2029	4.350%
Procter & Gamble Co	2,000,000.00	1,994,731.00	1/29/2029	4.650%
Cisco Sys Inc.	2,000,000.00	2,020,000.00	2/26/2029	4.850%
Merck Co Inc.	2,000,000.00	1,898,000.00	3/7/2029	3.400%
Blackrock Fund Inc.	2,000,000.00	2,010,000.00	3/14/2029	4.700%



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: Finance Department  
 DATE: August 19, 2024  
 SUBJECT: Finance – Receive and File – Investment Report for the Month of April 2024.

ATTACHMENTS:

1. Distribution of Investments
2. Monthly Investment Transactions
3. Certificates of Deposit
4. Municipal Securities
5. Corporate Securities
6. Graph of April 30, 2024 Treasury Rates

### EXECUTIVE SUMMARY

Attached is the Investment Report for the month of April 2024. Shown in Attachment 1 is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Attachment 2 reflects the monthly investment transactions for the month of April 2024. Attachment 3 lists the certificates of deposit. Attachment 4 lists the municipal securities. Attachment 5 lists the corporate securities. Attachment 6 is a graph of Treasury rates on April 30, 2024.

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

1. Assets are invested in adherence with the safeguards and diversity of a prudent investor.
2. The portfolio is invested in a manner consistent with the primary emphasis on preservation of the principal, while attaining a high rate of return consistent with this guideline. Trading of securities for the sole purpose of realizing trading profits is prohibited.
3. Sufficient liquidity is maintained to provide a source for anticipated financial obligations as they become due.

4. Investments may be made, consistent with the Investment Policy Guidelines, in fixed income securities maturing in three years or less and can be extended to five years with the City Manager's approval.

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 5.39%. The rate of return for the City of Clovis portfolio is 3.59%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 67% of the Treasury bill rate.

The Finance Department began investing in corporate securities in February to provide additional diversification and yield to the portfolio. 3 corporate securities totaling \$6,000,000 were purchased this month at an aggregate yield of 5.02%, which is roughly 30 basis points higher than current yields on 5-year Treasury bonds.

In accordance with the Investment Policy, the investment period on each investment is up to three years and can be extended to five years with the City Manager's approval. As of April 2024, the average investment life of the City's investment portfolio is 1.97 years.

#### Current Investment Environment and Philosophy

During the month of April 2024, the federal funds rate remained at 5.25%-5.50%. On April 30, 2024, the Treasury yield curve decreased from 3-month to 10-year notes.

#### Certificates of Deposit (CD's)

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

#### Purchases and Maturities

- 0 government securities were purchased.
- 0 government securities were called matured.
- 1 certificate of deposit totaling \$250,000 was purchased.
- 1 certificates of deposit totaling \$245,000 matured.
- 0 municipal securities were purchased.
- 1 municipal security totaling \$1,450,000 matured.
- 3 corporate securities totaling \$6,000,000 were purchased.
- 0 corporate securities were called or matured.

#### Market Environment

- During April the federal funds rate remained at 5.25%-5.50%.
- On April 30, the yield curve decreased from 3-month to 10-year notes. See Attachment 6, Graph of Treasury Rates on April 30, 2024.

**CONFLICT OF INTEREST**

None.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager *AB*

**City of Clovis  
Distribution of Investments  
As of April 30, 2024**

AGENDA ITEM NO. 5.

	<b>COST</b>	<b>NET BOOK VALUE</b>	<b>MARKET VALUE *</b>	<b>YIELD TO MATURITY</b>	<b>STATED INTEREST RATE</b>	<b>INVEST DATE</b>	<b>MATURITY DATE</b>	<b>DAYS TO MATURITY FROM 4/30/2024</b>
<b>GOVT SECURITIES</b>								
FHLB	5,000,000	5,000,000	4,974,550	0.350%	0.350%	06/07/21	06/07/24	38
FHLB	941,770	991,539	993,280	4.500%	0.700%	11/17/22	06/24/24	55
FHLB	4,969,000	4,993,108	4,890,500	1.274%	1.050%	01/20/22	11/15/24	199
FHLB	1,595,506	1,685,682	1,681,770	4.515%	0.500%	11/16/22	12/30/24	244
FNMA	1,857,400	1,933,157	1,923,600	4.415%	0.500%	03/23/23	02/24/25	300
FNMA	930,300	967,276	962,190	4.338%	0.520%	03/23/23	02/25/25	301
FHLB	932,200	968,066	962,770	4.328%	0.625%	03/23/23	02/27/25	303
FHLB	3,980,000	3,993,906	3,886,360	1.922%	1.750%	02/28/22	02/28/25	304
FHLB	4,000,000	4,000,000	3,904,120	2.750%	2.750%	04/25/22	04/25/25	360
FAMCMTN	3,947,600	3,980,786	3,791,200	1.121%	0.750%	12/16/21	07/28/25	454
FHLB	5,000,000	5,000,000	4,898,500	3.600%	3.600%	08/30/22	08/28/25	485
FAMCMTN	4,948,500	4,980,990	4,707,650	0.869%	0.600%	10/14/21	09/08/25	496
FHLB	871,150	899,603	882,303	3.886%	0.500%	04/26/23	11/25/25	574
FHLB	4,963,000	4,984,394	4,613,450	0.750%	0.580%	09/08/21	02/11/26	652
FHLB	3,922,000	3,964,592	3,696,480	1.229%	0.750%	12/16/21	02/24/26	665
FHLB	2,751,000	2,827,986	2,764,200	3.916%	0.790%	05/17/23	03/16/26	685
FFCB	4,967,500	4,983,642	4,530,100	1.075%	0.940%	10/14/21	09/28/26	881
FHLB	3,649,200	3,791,339	3,626,000	3.342%	1.150%	06/29/22	10/28/26	911
FHLB	5,988,000	5,993,639	5,438,520	1.291%	1.250%	11/24/21	11/24/26	938
FHLB	5,127,757	5,070,460	4,652,950	1.580%	2.125%	01/20/22	12/11/26	955
FHLB	4,043,250	4,215,370	4,022,084	3.397%	1.020%	06/29/22	02/24/27	1,030
FHLB	4,550,000	4,711,259	4,495,236	3.173%	1.020%	08/17/22	02/24/27	1,030
FHLB	3,695,200	3,819,465	3,713,292	2.564%	0.900%	03/31/22	02/26/27	1,032
FHLB	6,072,400	5,250,826	5,104,864	3.737%	0.900%	01/19/23	02/26/27	1,032
FHLB	5,247,000	6,284,516	6,109,820	4.329%	0.900%	02/16/23	02/26/27	1,032
FHLB	5,050,770	5,456,366	5,109,081	3.971%	1.000%	12/14/22	02/26/27	1,032
FHLB	4,000,000	4,000,000	3,720,880	2.375%	2.375%	03/08/22	03/08/27	1,042
FFCB	5,160,000	5,334,825	5,161,080	3.996%	0.830%	03/23/23	02/22/28	1,393
FHLB	355,160	357,344	347,228	4.123%	1.125%	01/18/24	02/25/28	1,396
FFCB	2,123,750	2,167,002	2,162,850	4.812%	1.000%	09/27/23	03/02/28	1,402
FHLB	1,893,209	1,929,375	1,936,110	5.018%	1.000%	10/18/23	03/10/28	1,410
FHLB	3,124,500	3,101,864	2,975,880	3.553%	4.500%	05/17/23	03/10/28	1,410
FFCB	626,780	630,285	613,438	4.121%	1.370%	01/18/04	03/22/28	1,422
FFCB	6,102,000	6,083,008	5,797,080	3.501%	3.875%	04/26/23	04/25/28	1,456
FFCB	5,354,250	5,378,159	5,231,325	4.349%	3.740%	06/14/23	04/27/28	1,458
FFCB	2,955,000	2,961,549	2,940,540	4.814%	4.470%	07/12/23	06/22/28	1,514
FFCB	2,641,500	2,663,436	2,581,350	4.130%	1.230%	12/20/23	07/13/28	1,535
FHLMC	853,500	865,196	854,370	4.601%	1.100%	11/15/23	07/27/28	1,549
FNMA	848,800	860,865	850,500	4.613%	1.000%	11/15/23	07/28/28	1,550
FHLB	882,500	889,596	861,090	4.117%	1.300%	12/20/23	08/04/28	1,557
FHLB	2,981,700	2,983,390	2,997,840	4.892%	4.750%	10/18/23	09/08/28	1,592
FHLMC	842,300	854,303	843,380	4.614%	1.000%	11/15/23	10/19/28	1,633
<b>SECURITIES TOTAL</b>	<b>\$ 139,745,451</b>	<b>\$ 141,808,163</b>	<b>\$ 136,209,812</b>					
<b>LAIF</b>		<b>\$ 57,312,667</b>	<b>\$ 57,312,667</b>					
<b>Municipal Issuance</b>		<b>\$ 57,130,663</b>	<b>\$ 55,458,187</b>					
<b>Corporate Securities</b>		<b>\$ 17,808,832</b>	<b>\$ 17,497,960</b>					
<b>Sweep Account (Union Bank)</b>		<b>\$ 30,042,818</b>	<b>\$ 30,042,818</b>					
<b>TOTAL CD'S</b>		<b>\$ 31,250,000</b>	<b>\$ 30,936,420</b>					
<b>TOTAL INVESTMENTS</b>		<b>\$ 335,353,143</b>	<b>\$ 327,457,864</b>					

\* Market values for securities obtained from US Bank.

**City of Clovis**  
**Monthly Investment Transactions**  
**As of April 30, 2024**

AGENDA ITEM NO. 5.

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
Astrazeneca Finance LLC	Corp	Purchase	2,000,000	1,982,000	4.850%	04/19/24	02/26/29
Home Depot Inc	Corp	Purchase	2,000,000	1,992,000	4.900%	04/19/24	04/15/29
United Health Group	Corp	Purchase	2,000,000	1,970,000	4.700%	04/19/24	04/15/29
United FID Bank	CD	Purchase	250,000	250,000	4.600%	04/12/24	04/12/27
San Diego CA Cnvtn	Mun Iss.	Maturity	1,450,000	1,450,000	1.527%	04/15/24	04/15/24
Bank United Natl Assn	CD	Maturity	245,000	245,000	0.450%	04/01/24	04/01/24

**PORTFOLIO DATA**

**Current Month (04/24)**

	<u>Book</u>	<u>Market</u>
CD'S	\$ 31,250,000	\$ 30,936,420
Gov't Securities*	141,808,163	136,209,812
Municipal Securities	57,130,663	55,458,187
Corporate Securities	17,808,832	17,497,960
LAIF	57,312,667	57,312,667
Sweep Account (Union Bank)	30,042,818	30,042,818
<b>TOTAL</b>	<b>\$ 335,353,143</b>	<b>\$ 327,457,864</b>

**Prior Month (03/24)**

	<u>Book</u>	<u>Market</u>
CD'S	\$ 31,245,000	\$ 30,985,978
Gov't Securities*	141,808,163	137,216,556
Municipal Securities	58,580,128	57,423,800
Corporate Securities	11,864,832	11,826,980
LAIF	56,706,769	56,706,769
Sweep Account (Union Bank)	15,510,055	15,510,055
<b>TOTAL</b>	<b>\$ 315,714,947</b>	<b>\$ 309,670,138</b>

**Three Months Previous (01/24)**

	<u>Book</u>	<u>Market</u>
CD'S	\$ 29,745,000	\$ 29,646,249
Gov't Securities*	155,350,042	151,735,277
Municipal Securities	57,130,672	56,405,113
Corporate Securities	-	-
LAIF	56,706,769	56,706,769
Sweep Account (Union Bank)	27,174,496	27,174,496
<b>TOTAL</b>	<b>\$ 326,106,979</b>	<b>\$ 321,667,904</b>

**Six Months Previous (10/23)**

	<u>Book</u>	<u>Market</u>
CD'S	\$ 27,245,000	\$ 26,545,011
Gov't Securities*	147,880,942	140,544,390
Municipal Securities	56,265,639	54,033,514
Corporate Securities	-	-
LAIF	56,142,817	56,142,817
Sweep Account (Union Bank)	13,554,212	13,554,212
<b>TOTAL</b>	<b>\$ 301,088,610</b>	<b>\$ 290,819,944</b>

**One Year Previous (04/23)**

	<u>Book</u>	<u>Market</u>
CD'S	\$ 23,495,000	\$ 22,922,645
Gov't Securities*	126,238,741	121,131,050
Municipal Securities	58,870,000	55,008,657
Corporate Securities	-	-
LAIF	75,000,000	75,000,000
Sweep Account (Union Bank)	30,757,183	30,757,183
<b>TOTAL</b>	<b>\$ 314,360,924</b>	<b>\$ 304,819,535</b>

\*Adjusted Quarterly for Premium/Discount Amortization

**City of Clovis  
Certificates of Deposit  
As of April 30, 2024**

AGENDA ITEM NO. 5.

<b>Negotiable CDs</b>	<b>COST</b>	<b>MARKET PRICE</b>	<b>INTEREST RATE</b>	<b>INVEST DATE</b>	<b>MATURITY DATE</b>	<b>MATURITY FROM 04/30/24</b>	<b>INTEREST FREQUENCY</b>
Greenstate Credit Union	250,000	248,425.00	0.450%	06/16/21	06/17/24	48	QUARTERLY
Eaglemark Savings Bank	250,000	248,017.50	0.400%	06/30/21	06/28/24	59	QUARTERLY
Texas Exchange Bk	250,000	247,700.00	0.500%	07/09/21	07/09/24	70	QUARTERLY
BMW Bk North Amer	250,000	247,005.00	0.550%	07/30/21	07/30/24	91	QUARTERLY
Toyota Finl Svgs	250,000	245,767.50	0.650%	09/09/21	09/09/24	132	QUARTERLY
State Bk India	250,000	245,520.00	0.650%	09/17/21	09/17/24	140	QUARTERLY
Ubs Bank Usa	250,000	243,837.50	0.750%	11/17/21	11/18/24	202	QUARTERLY
Webbank Salt Lake City	250,000	243,565.00	0.750%	11/29/21	11/29/24	213	QUARTERLY
Medallion Bank Salt Lake City	250,000	243,127.50	0.900%	12/20/21	12/20/24	234	QUARTERLY
Beal Bank	250,000	242,572.50	0.950%	01/19/22	01/15/25	260	QUARTERLY
Mountian Amer Fed	250,000	246,360.00	3.450%	08/31/22	02/28/25	304	QUARTERLY
Barclays Bk	250,000	242,600.00	1.700%	03/09/22	03/10/25	314	QUARTERLY
Goldman Sachs Bk	250,000	242,497.50	1.650%	03/09/22	03/10/25	314	QUARTERLY
Safra National Bk	250,000	242,962.50	2.000%	03/23/22	03/24/25	328	QUARTERLY
Pentagon Federal Cr Un	250,000	242,925.00	2.000%	03/28/22	03/28/25	332	QUARTERLY
Beal Bank	250,000	243,292.50	2.200%	04/06/22	04/02/25	337	QUARTERLY
JP Morgan Chase	250,000	243,840.00	2.500%	04/08/22	04/08/25	343	QUARTERLY
First Natl Bank	250,000	243,162.50	2.200%	04/12/22	04/11/25	346	QUARTERLY
One Community Bank	250,000	244,055.00	2.700%	04/29/22	04/29/25	364	QUARTERLY
Americu Credit Union	250,000	244,257.50	2.800%	05/02/22	05/02/25	367	QUARTERLY
Synchrony Bank Retail	250,000	244,775.00	3.100%	05/20/22	05/20/25	385	QUARTERLY
Connexus Credit Union	250,000	244,452.50	3.000%	05/26/22	05/27/25	392	QUARTERLY
Bmo Harris Bank	250,000	244,580.00	3.150%	06/17/22	06/17/25	413	QUARTERLY
Saco Biddeford	250,000	243,757.50	2.850%	06/17/22	06/17/25	413	QUARTERLY
Baxter Credit Union	250,000	245,157.50	3.400%	06/28/22	06/30/25	426	QUARTERLY
Capital One Bank	250,000	244,997.50	3.350%	06/29/22	06/30/25	426	QUARTERLY
American First Cr Un	250,000	244,550.00	3.250%	07/15/22	07/15/25	441	QUARTERLY
Trustone Financial Cr Un	250,000	244,487.50	3.250%	07/19/22	07/21/25	447	QUARTERLY
American Natl Bank	250,000	243,960.00	3.100%	07/27/22	07/28/25	454	QUARTERLY
TCM Bank	250,000	244,710.00	3.350%	07/28/22	07/28/25	454	QUARTERLY
Generations Bank	250,000	244,827.50	3.400%	08/03/22	08/04/25	461	QUARTERLY
Direct Fed Credit	250,000	244,535.00	3.500%	08/17/22	08/18/25	475	QUARTERLY
Resource One Credit	250,000	244,377.50	3.300%	08/17/22	08/18/25	475	QUARTERLY
Connex Credit	250,000	244,917.50	3.500%	08/31/22	08/29/25	486	QUARTERLY
Skyone Fed Credit	250,000	245,200.00	3.600%	08/30/22	09/02/25	490	QUARTERLY
Credit Union of Texas	250,000	245,082.50	3.600%	09/14/22	09/15/25	503	QUARTERLY
Forbright Bank	250,000	244,737.50	3.500%	09/16/22	09/16/25	504	QUARTERLY
Ally Bank Sandy Utah	250,000	245,045.00	4.050%	09/29/22	09/19/25	507	QUARTERLY
Alabama Credit Union	250,000	246,365.00	3.600%	09/20/22	09/22/25	510	QUARTERLY
Kemba Finl Credit Union	250,000	246,392.50	4.000%	09/21/22	09/22/25	510	QUARTERLY
Farmers Merchants	250,000	245,500.00	3.750%	09/28/22	09/29/25	517	QUARTERLY
Jefferson Finl FCU	250,000	246,865.00	4.150%	09/29/22	09/29/25	517	QUARTERLY
Dort Finl Credit Union	250,000	246,350.00	4.000%	09/30/22	09/30/25	518	QUARTERLY
First National Bank	250,000	245,470.00	3.625%	09/30/22	09/30/25	518	QUARTERLY
Numerica Credit Union	250,000	247,345.00	4.200%	09/30/22	09/30/25	518	QUARTERLY
Vystar Credit Union	250,000	247,517.50	4.350%	09/30/22	09/30/25	518	QUARTERLY
1st Financial Bank	250,000	246,775.00	4.150%	10/13/22	10/14/25	532	QUARTERLY
Bell Bank Fargo	250,000	246,775.00	4.150%	10/13/22	10/14/25	532	QUARTERLY
Pacific Alliance	250,000	246,947.50	4.200%	10/14/22	10/14/25	532	QUARTERLY
Great Southern Bank	250,000	247,985.00	4.500%	10/20/22	10/20/25	538	QUARTERLY
American Bank	250,000	247,372.50	4.350%	10/21/22	10/21/25	539	QUARTERLY
Queensborough Natl Bank	250,000	247,097.50	4.100%	10/21/22	10/21/25	539	QUARTERLY
Public Alliance Cr Un	250,000	247,975.00	4.500%	10/25/22	10/27/25	545	QUARTERLY
First Citizens Bank	250,000	248,597.50	4.700%	10/28/22	10/28/25	546	QUARTERLY
LCA Bank Corp	250,000	247,532.50	4.400%	10/28/22	10/28/25	546	QUARTERLY
Sharonview Fed Cr Un	250,000	249,770.00	4.850%	10/31/22	10/31/25	549	QUARTERLY
United Heritage Cr Un	250,000	248,897.50	4.700%	11/04/22	11/04/25	553	QUARTERLY
Capital One Natl Assn	250,000	249,480.00	4.900%	11/16/22	11/17/25	566	QUARTERLY
Morgan Stanley Bank	250,000	249,792.50	5.000%	11/18/22	11/18/25	567	QUARTERLY
Spokane Teachers Cr Un	250,000	249,835.00	5.000%	11/23/22	11/23/25	572	QUARTERLY
Morgan Stanley Private	250,000	248,760.00	4.750%	12/09/22	12/09/25	588	QUARTERLY
Community Bank Topeka	250,000	247,110.00	4.300%	12/14/22	12/15/25	594	QUARTERLY
Austin Telco Fed	250,000	249,657.50	4.950%	12/16/22	12/16/25	595	QUARTERLY
Rogue Credit Union	250,000	250,010.00	5.100%	12/23/22	12/23/25	602	QUARTERLY
Alliant Credit Union	250,000	250,257.50	5.100%	12/30/22	12/30/25	609	QUARTERLY
First Technology Fed Cr Un	250,000	250,455.00	5.150%	06/30/23	12/30/25	609	MONTHLY

**City of Clovis  
Certificates of Deposit  
As of April 30, 2024**

AGENDA ITEM NO. 5.

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 04/30/24	INTEREST FREQUENCY
Liberty First Cr Un	250,000	248,062.50	4.550%	01/17/23	01/19/26	629	QUARTERLY
Capital Educators Fed Cr	250,000	248,062.50	4.550%	01/19/23	01/20/26	630	QUARTERLY
Manufacturers Traders	250,000	247,260.00	4.250%	01/31/23	01/23/26	633	QUARTERLY
City Natl Bank	250,000	246,827.50	4.350%	01/25/23	01/26/26	636	QUARTERLY
Coastlife Cr Un	250,000	248,445.00	4.650%	02/13/23	02/13/26	654	QUARTERLY
Achieve Finl Cr Un	250,000	248,445.00	4.650%	02/17/23	02/17/26	658	QUARTERLY
California Cr Un Glendale	250,000	247,730.00	4.500%	02/23/23	02/23/26	664	QUARTERLY
Truiliant Fed Cr Un	250,000	248,252.50	4.600%	02/28/23	02/27/26	668	QUARTERLY
Pioneer Fed Cr Un Mtn Home	250,000	248,247.50	4.600%	02/28/23	03/02/26	671	QUARTERLY
Tradition Cap Bankk	250,000	247,997.50	4.600%	03/03/23	03/03/26	672	MONTHLY
Alaska Fed Cr	250,000	248,820.00	4.650%	03/05/23	03/09/26	678	MONTHLY
Mid Carolina Credit	250,000	249,947.50	4.600%	03/13/23	03/13/26	682	MONTHLY
Blue Ridge Bank	250,000	249,847.50	4.500%	03/16/23	03/16/26	685	MONTHLY
Northwest Bank	250,000	250,002.50	4.600%	03/17/23	03/17/26	686	MONTHLY
Valleystar Credit Union	250,000	250,007.50	4.600%	03/20/23	03/20/26	689	MONTHLY
First Community Bank	250,000	249,672.50	4.500%	03/22/23	03/23/26	692	MONTHLY
Technology Credit Union	250,000	250,037.50	4.650%	03/23/23	03/23/26	692	MONTHLY
Cibc Bank	250,000	249,642.50	4.650%	03/24/23	03/24/26	693	MONTHLY
Signature Bank	250,000	250,017.50	4.500%	03/24/23	03/24/26	693	MONTHLY
Point West Credit Union	250,000	250,012.50	5.000%	04/12/23	04/13/26	713	MONTHLY
Flagstar Bank	250,000	249,975.00	4.650%	03/30/23	04/24/26	724	MONTHLY
Utah Cmnty Credit Union	250,000	248,230.00	4.600%	04/26/23	04/27/26	727	MONTHLY
Cross River Bank	250,000	248,395.00	4.650%	05/19/23	05/19/26	749	MONTHLY
Raiz FCU	250,000	249,195.00	4.650%	05/24/23	05/26/26	756	MONTHLY
Usalliance FCU	250,000	248,702.50	4.700%	05/26/23	05/26/26	756	MONTHLY
Chartway Fed Cr Un	250,000	249,720.00	4.900%	06/09/23	06/09/26	770	MONTHLY
Customers Bank	250,000	248,687.50	4.700%	06/14/23	06/15/26	776	MONTHLY
Lafayette Fed Cr Un	250,000	250,017.50	4.950%	12/13/23	06/15/26	776	QUARTERLY
Latino Cmnty Cr Un	250,000	249,802.50	4.900%	06/27/23	06/29/26	790	MONTHLY
Leaders Cr Un	250,000	250,287.50	5.000%	06/30/23	06/30/26	791	MONTHLY
Farmers Insurance	250,000	250,357.50	5.000%	07/21/23	07/21/26	812	MONTHLY
Maine Svgs FCU	250,000	250,357.50	5.000%	07/21/23	07/21/26	812	MONTHLY
Popular Bank New York	250,000	249,677.50	4.850%	09/06/23	09/04/26	857	QUARTERLY
Freedom Northwest Cr Un	250,000	252,567.50	5.350%	09/19/23	09/18/26	871	QUARTERLY
Amex National Bank	250,000	250,552.50	5.000%	09/20/23	09/21/26	874	QUARTERLY
First Gty Bank	250,000	251,245.00	5.100%	10/13/23	10/13/26	896	MONTHLY
Bridgewater Bank	250,000	251,342.50	5.100%	11/03/23	11/03/26	917	MONTHLY
Taylorville Svgs Bk	250,000	251,342.50	5.100%	11/03/23	11/03/26	917	MONTHLY
Mountain Comm Bk	250,000	247,870.00	4.500%	12/20/23	12/21/26	965	QUARTERLY
American Bk Freedom	250,000	247,780.00	4.500%	12/22/23	12/22/26	966	QUARTERLY
Rockland Fed Cr Un	250,000	248,490.00	4.600%	12/22/23	12/22/26	966	QUARTERLY
Hughes Fed Cr Un	250,000	247,317.50	4.400%	01/29/24	01/29/27	1,004	QUARTERLY
MVB Bk Inc Fairmont	250,000	246,327.50	4.250%	01/31/24	01/29/27	1,004	QUARTERLY
Farmers & Merchants Tr Co	250,000	245,710.00	4.150%	01/30/24	02/01/27	1,007	QUARTERLY
Oregon Cmnty Cr Un	250,000	246,657.50	4.300%	02/09/24	02/09/27	1,015	MONTHLY
Valley Natl Bk	250,000	247,707.50	4.450%	02/21/24	02/22/27	1,028	MONTHLY
CFBank Fairlawn	250,000	247,662.50	4.450%	03/05/24	03/05/27	1,039	QUARTERLY
Haven Svgs Bk	250,000	247,902.50	4.500%	03/06/24	03/08/27	1,042	QUARTERLY
Univest Natl Bk	250,000	248,630.00	4.600%	03/13/24	03/15/27	1,049	QUARTERLY
First Natl Bk	250,000	248,695.00	4.600%	03/19/24	03/19/27	1,053	QUARTERLY
Nicolet Natl Bk	250,000	248,702.50	4.600%	03/22/24	03/22/27	1,056	QUARTERLY
People Bank Co	250,000	250,112.50	4.650%	03/30/23	03/30/27	1,064	MONTHLY
United FID Bank FSB	250,000	248,762.50	4.600%	04/12/24	04/12/27	1,077	QUARTERLY
Carroll County	250,000	248,517.50	4.650%	03/30/23	03/30/28	1,430	MONTHLY
Discover Bank	250,000	247,177.50	4.350%	04/26/23	04/24/28	1,455	MONTHLY
TTCU Fed Cr Un	250,000	253,520.00	5.000%	07/26/23	07/26/28	1,548	MONTHLY
Wells Fargo Natl Bk	250,000	254,600.00	5.050%	11/14/23	11/14/28	1,659	MONTHLY
Consumers Fed Cr Un	250,000	254,100.00	5.000%	11/16/23	11/16/28	1,661	MONTHLY
Amerasia Bk	250,000	243,857.50	4.000%	02/15/24	02/15/29	1,752	MONTHLY
<b>Negotiable CD TOTAL</b>	<u>\$ 31,250,000</u>	<u>\$ 30,936,420</u>					
<b>CD TOTAL</b>	<u>\$ 31,250,000</u>	<u>\$ 30,936,420</u>					



**City of Clovis  
Municipal Securities  
As of April 30, 2024**

AGENDA ITEM NO. 5.

Municipal Securities	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 04/30/24	INTEREST FREQUENCY
Santa Ana College Ref Bond	439,491	434,676	0.644%	12/17/21	08/01/24	93	QUARTERLY
University CA Rev Bond	990,308	977,380	4.350%	09/15/22	05/15/25	380	QUARTERLY
Antelope Valley CA Ref Bond	740,080	718,778	1.767%	05/12/22	08/01/25	458	QUARTERLY
Chabot Las Positas Cmnty Clg Bond	1,451,383	1,412,237	0.880%	04/29/22	08/01/25	458	QUARTERLY
Foothill De Anza Bond	799,931	792,640	0.906%	03/24/23	08/01/25	458	QUARTERLY
San Dieguito High School Ref Bond	965,368	957,680	1.661%	10/13/22	08/01/25	458	QUARTERLY
Santa Ana CCD Ref Bond	242,323	236,548	0.744%	05/12/22	08/01/25	458	QUARTERLY
Orange County Water Dist Ref Bond	872,945	865,629	2.095%	10/13/22	08/15/25	472	QUARTERLY
San Jose CA Txble Ser B	2,292,961	2,271,421	2.450%	10/13/22	09/01/25	489	QUARTERLY
Los Angeles CA USD Ref Bond	1,004,867	921,990	1.455%	11/15/21	07/01/26	792	QUARTERLY
Chabot Las Positas Cmnty Clg CA	3,347,966	3,208,652	1.080%	07/27/22	08/01/26	823	QUARTERLY
Chaffey CA High School Ref Bond	1,528,788	1,478,769	2.475%	06/30/22	08/01/26	823	QUARTERLY
Huntington Beach HS Dist Ref Bond	3,179,180	3,031,148	1.208%	04/29/22	08/01/26	823	QUARTERLY
Placentia Yorba USD Ref Bond	1,064,120	1,017,026	1.070%	05/31/22	08/01/26	823	QUARTERLY
San Diego CA Cmnty Ref Bond	461,621	442,557	2.299%	04/29/22	08/01/26	823	QUARTERLY
San Ramon Valley CA USD Ref Bond	2,125,000	1,950,431	1.147%	11/03/21	08/01/26	823	QUARTERLY
Sonoma Cnty Jr College Ref Bond	1,952,465	1,888,220	2.447%	06/30/22	08/01/26	823	QUARTERLY
San Diego CA Pub Facs Ref Bond	1,563,647	1,499,095	1.812%	08/18/22	10/15/26	898	QUARTERLY
CA ST Univ Rev Ref Bond	2,303,561	2,273,250	1.142%	02/17/23	11/01/26	915	QUARTERLY
El Dorado CA Irr Dist Ref Bond	1,120,290	1,069,086	1.687%	08/18/22	03/01/27	1,035	QUARTERLY
Rancho Santiago Cmnty Clg	301,694	295,393	1.106%	11/17/22	03/01/27	1,035	QUARTERLY
University Gen Rev Bond	2,169,923	2,135,434	1.316%	10/13/22	05/15/27	1,110	QUARTERLY
El Monte Ca Ref Bond	547,051	536,592	1.326%	03/24/23	06/01/27	1,127	QUARTERLY
Los Angeles CA Dept Wtr Ref Bond	2,089,395	2,018,780	5.516%	04/27/23	07/01/27	1,157	QUARTERLY
Colton CA Jt Uni Sch	967,716	950,014	1.603%	11/17/22	08/01/27	1,188	QUARTERLY
Contra Costa Ref Bond	834,262	806,969	2.163%	09/15/22	08/01/27	1,188	QUARTERLY
Corona Norco Ref Bond	229,672	229,540	2.297%	09/28/23	08/01/27	1,188	QUARTERLY
Foothill De Anza CCD	493,714	484,893	1.473%	12/15/22	08/01/27	1,188	QUARTERLY
Fremont CA Uni Sch Dist	1,089,548	974,479	1.113%	11/17/22	08/01/27	1,188	QUARTERLY
Fremont CA USD Ref Bond	999,029	1,039,885	2.000%	05/31/22	08/01/27	1,188	QUARTERLY
Marin CA Cmnty Clg Dist	322,336	318,786	3.330%	11/17/22	08/01/27	1,188	QUARTERLY
Mount San Antonio Cmnty Clg	255,055	252,305	1.139%	11/17/22	08/01/27	1,188	QUARTERLY
Mount San Antonio Ref Bond	377,803	372,811	2.329%	10/13/22	08/01/27	1,188	QUARTERLY
Saddleback VY Uni Ref Bond	2,915,799	2,772,090	2.400%	08/10/22	08/01/27	1,188	QUARTERLY
San Diego CA Com CD	556,853	544,965	2.407%	12/15/22	08/01/27	1,188	QUARTERLY
San Ramon Valley Ref Bond	1,329,601	1,285,157	3.415%	09/15/22	08/01/27	1,188	QUARTERLY
Santa Monica Cmnty Clg Ref Bond	986,117	957,010	3.050%	09/15/22	08/01/27	1,188	QUARTERLY
Sierra CA Cmnty Clg Dist	417,891	412,799	1.129%	11/17/22	08/01/27	1,188	QUARTERLY
William Hart CA Un High	179,440	177,262	1.174%	11/17/22	08/01/27	1,188	QUARTERLY
San Jose CA Txble Ser B	856,165	843,625	2.600%	10/13/22	09/01/27	1,219	QUARTERLY
Soquel Creek Cnty Ref Bond	492,220	478,030	1.445%	05/18/23	03/01/28	1,401	QUARTERLY
Gardena Calif Pension Oblg	907,937	909,420	2.663%	10/19/23	04/01/28	1,432	QUARTERLY
Beverly Hills Ref Bond	567,596	547,884	1.514%	06/15/23	06/01/28	1,493	QUARTERLY
California Health FACS	716,393	715,084	3.378%	11/16/23	06/01/28	1,493	QUARTERLY
Alameda Cnty Calif	520,560	510,937	3.519%	03/21/24	08/01/28	1,554	QUARTERLY
Desert CA Cmnty College	911,330	892,750	2.023%	01/19/24	08/01/28	1,554	QUARTERLY
Long Beach Calif Cmnty	667,950	657,796	2.337%	03/21/24	08/01/28	1,554	QUARTERLY
Redondo Beach Ref Bond	582,526	586,231	1.430%	09/28/23	08/01/28	1,554	QUARTERLY
San Ramon Valley CA Uni	1,619,635	1,597,214	1.670%	07/13/23	08/01/28	1,554	QUARTERLY
Santa Ana College Impt	1,312,083	1,293,870	1.320%	07/13/23	08/01/28	1,554	QUARTERLY
Santa Clarita CA Cmnty	893,348	870,030	1.563%	01/19/24	08/01/28	1,554	QUARTERLY
William Hart CA High	887,193	866,710	1.429%	12/21/23	08/01/28	1,554	QUARTERLY
Yosemite Calif Cmnty Clg	686,538	676,230	2.210%	12/21/23	08/01/28	1,554	QUARTERLY
<b>Mun. Securities TOTAL</b>	<u>\$ 57,130,663</u>	<u>\$ 55,458,187</u>					
<b>Municipal Securities TOTAL</b>	<u>\$ 57,130,663</u>	<u>\$ 55,458,187</u>					

**City of Clovis  
Corporate Securities  
As of April 30, 2024**

**AGENDA ITEM NO. 5.**

<u>Municipal Securities</u>	<u>COST</u>	<u>MARKET PRICE</u>	<u>INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>MATURITY FROM 04/30/24</u>	<u>INTEREST FREQUENCY</u>
Duke Energy Carolinas	1,949,904	1,892,980	3.950%	02/16/24	11/15/28	1,660	QUARTERLY
Toyota MTR Cr Corp	1,992,197	1,953,500	4.650%	02/16/24	01/05/29	1,711	QUARTERLY
Procter & Gamble Co	1,994,731	1,954,800	4.350%	02/16/24	01/29/29	1,735	QUARTERLY
AstraZeneca Finance LLC	1,982,000	1,969,300	4.850%	04/19/24	02/26/29	1,763	QUARTERLY
Cisco Sys Inc	2,020,000	1,975,040	4.850%	03/21/24	02/26/29	1,763	QUARTERLY
Merck Co Inc	1,898,000	1,855,000	3.400%	03/21/24	03/07/29	1,772	QUARTERLY
Blackrock Funding Inc	2,010,000	1,961,880	4.700%	03/21/24	03/14/29	1,779	QUARTERLY
Home Depot Inc	1,992,000	1,979,220	4.900%	04/19/24	04/15/29	1,811	QUARTERLY
United Health Group	1,970,000	1,956,240	4.700%	04/19/24	04/15/29	1,811	QUARTERLY

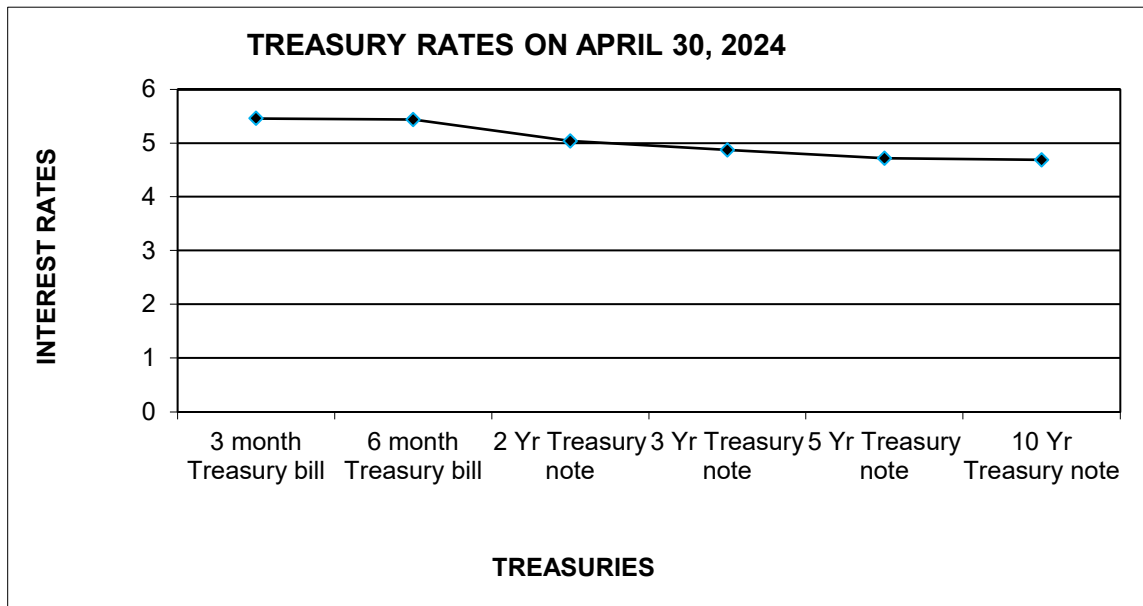
**Mun. Securities TOTAL**      \$ 17,808,832      \$ 17,497,960

**Municipal Securities TOTAL**      \$ 17,808,832      \$ 17,497,960

**CITY OF CLOVIS  
FINANCE DEPARTMENT  
APRIL 30, 2024 TREASURY RATES**

**Treasury Rates as of April 30, 2024**

3 month Treasury bill	5.46
6 month Treasury bill	5.44
2 Yr Treasury note	5.04
3 Yr Treasury note	4.87
5 Yr Treasury note	4.72
10 Yr Treasury note	4.69



As indicated in the above graph, treasuries decrease from 3-month to 10-year notes.



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: Finance Department  
 DATE: August 19, 2024  
 SUBJECT: Finance – Receive and File – Treasurer’s Report for the Month of April 2024.

ATTACHMENTS: 1. Summary of Cash Balances  
 2. Summary of Investment Activity  
 3. Investments with Original Maturities Exceeding One Year

### EXECUTIVE SUMMARY

Attached for the Council’s information is the Treasurer’s Report for the month ended April 30, 2024.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements, and fund balances. Attachment 1 provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. Attachment 2 summarizes the investment activity for the month and distribution, by type of investment, held by the City. Attachment 3 lists all investments with original maturities exceeding one year as of the month ended April 30, 2024.

### CONFLICT OF INTEREST

None.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager *AH*

**City of Clovis**  
**Statement of Cash Balances**  
**As of April 30, 2024**

<b>Previous Balance</b>	\$	3,880,715.59
<b>Deposits</b>		45,176,967.39
<b>Disbursements</b>		<u>(44,151,329.82)</u>
<b>Current Balance</b>	\$	<u><u>4,906,353.16</u></u>

<b>FUNDS</b>	<b>BALANCE</b>
100 General Fund	\$ 16,056,190.42
201 Local Transportation	21,274,874.81
202 Parking and Business Improvements	271,296.87
203 Off Highway Use	74,380.93
204 Community Facilities District 2020-1	244,556.59
205 Senior Citizen Memorial Trust	61,079.79
207 Landscape Assessment District	7,054,038.60
208 Blackhorse III (95-1) Assessment District	15,601.49
209 Blackhorse III (95-1) Assessment District 2	35,872.21
275 HCD Block Grant Fund	359,466.67
301 Park & Recreation Acquisition	7,542,886.06
305 Refuse Equipment Reserve	2,484,690.41
310 Special Street Deposit Fund	51,254,550.70
314 Housing Successor Agency	1,319,926.42
402 1976 Fire Bond Redemption	25,475.23
404 1976 Sewer Bond Redemption Fund	429,736.73
501 Community Sanitation Fund	16,466,301.85
502 Sewer Service Fund	36,221,656.19
504 Sewer Capital Projects-Users	287,943.81
506 Sewer Capital Projects-Developer	5,589,750.85
507 Water Service Fund	46,336,706.83
508 Water Capital Projects-Users	6,230,922.37
509 Water Capital Projects-Developer	8,936,306.93
515 Transit Fund	9,856,497.43
540 Planning & Development Services	16,944,560.08
601 Property & Liability Insurance	892,099.65
602 Fleet Maintenance	25,442,374.42
603 Employee Benefit Fund	16,202,866.44
604 General Government Services	29,210,229.50
605 Facilities Maintenance	4,254,565.75
606 Information Technology	6,526,002.73
701 Curb & Gutter Fund	169,788.81
703 Payroll Tax & Withholding Fund	1,542,779.87
712 Temperance/Barstow Assmt Dist (98-1)	80,088.35
713 Shepherd/Temperance Assmt Dist (2000-1)	5,930.92
715 Supp Law Enforcement Serv	371,020.58
716 Asset Forfeiture	373,450.66
720 Measure A-Public Safety Facility Tax	2,056.43
736 SA Admin Trust Fund	1,421.40
741 SA Debt Service Trust Fund	(191,587.38)
747 Housing Successor Trust Fund	1,137.98
<b>SUBTOTALS</b>	<u>\$ 340,259,496.38</u>
999 Invested Funds	<u>(335,353,143.22)</u>
<b>TOTAL</b>	<u><u>\$ 4,906,353.16</u></u>

**City of Clovis**  
**Summary of Investment Activity**  
**For the month of April 30, 2024**

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<u>Balance of Investments Previous Month End</u>	<u>\$ 315,714,946.86</u>
<u>Time Certificates of Deposit Transactions</u>	
Investments	250,000.00
Withdrawals	<u>(245,000.00)</u>
<b>Total CD Changes</b>	5,000.00
<u>Other Changes</u>	
Government Securities	0.00
Local Agency Investment Fund	605,897.83
Municipal Securities	(1,449,465.00)
Corporate Securities	5,944,000.00
Sweep Account	<u>14,532,763.53</u>
<b>Total Other Changes</b>	<u>19,633,196.36</u>
<b>Balance of Investments Current Month End</b>	<u>\$ 335,353,143.22</u>

**City of Clovis**  
**Distribution of Investments**  
**As of April 30, 2024**

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Insured CD's	31,250,000.00
Government Securities	141,808,163.35
Corporation Securities	17,808,832.00
Local Agency Investment Fund	57,312,666.91
Municipal Securities	57,130,662.55
Sweep Account	<u>30,042,818.41</u>
<b>Investment Total</b>	<u>\$ 335,353,143.22</u>

**City of Clovis  
Government Maturities Exceeding One Year  
As of April 30, 2024**

Institution	Face Value	Investment		Maturity	Stated Rate
		Balance At	Amortized Cost		
FHLB	5,000,000.00	5,000,000		6/7/2024	0.350%
FHLB	1,000,000.00	991,539		6/24/2024	0.700%
FHLB	5,000,000.00	4,993,108		11/15/2024	1.050%
FHLB	1,735,000.00	1,685,682		12/30/2024	0.500%
FNMA	2,000,000.00	1,933,157		2/24/2025	0.500%
FNMA	1,000,000.00	967,276		2/25/2025	0.520%
FHLB	1,000,000.00	968,066		2/27/2025	0.625%
FHLB	4,000,000.00	3,993,906		2/28/2025	1.750%
FAMCMTN	4,000,000.00	4,000,000		4/25/2025	2.750%
FAMCMTN	4,000,000.00	3,980,786		7/28/2025	0.750%
FHLB	5,000,000.00	5,000,000		8/28/2025	3.600%
FHLB	5,000,000.00	4,980,990		9/8/2025	0.600%
FHLB	980,000.00	899,603		11/25/2025	0.500%
FFCB	5,000,000.00	4,984,394		2/11/2026	0.580%
FHLB	4,000,000.00	3,964,592		2/24/2026	0.750%
FHLB	3,000,000.00	2,827,986		3/16/2026	0.790%
FHLB	5,000,000.00	4,983,642		9/28/2026	0.940%
FHLB	4,000,000.00	3,791,339		10/28/2026	1.150%
FHLB	6,000,000.00	5,993,639		11/24/2026	1.250%
FHLB	5,000,000.00	5,070,460		12/11/2026	2.125%
FHLB	4,500,000.00	4,215,370		2/24/2027	1.020%
FHLB	5,000,000.00	4,711,259		2/24/2027	1.020%
FHLB	4,000,000.00	3,819,465		2/26/2027	0.900%
FHLB	6,800,000.00	5,250,826		2/26/2027	0.900%
FHLB	5,700,000.00	6,284,516		2/26/2027	0.900%
FHLB	6,000,000.00	5,456,366		2/26/2027	1.000%
FHLB	4,000,000.00	4,000,000		3/8/2027	2.375%
FHLB	6,000,000.00	5,334,825		2/22/2028	0.830%
FHLB	400,000.00	357,344		2/25/2028	1.125%
FFCB	2,500,000.00	2,167,002		3/2/2028	1.000%
FHLB	3,000,000.00	3,101,864		3/10/2028	4.500%
FFCB	2,245,000.00	1,929,375		3/10/2028	1.000%
FFCB	700,000.00	630,285		3/22/2028	1.370%
FFCB	6,000,000.00	6,083,008		4/25/2028	3.875%
FFCB	5,500,000.00	5,378,159		4/27/2028	3.740%
FFCB	3,000,000.00	2,961,549		6/22/2028	4.470%
FFCB	3,000,000.00	2,663,436		7/13/2028	1.230%
FHLMC	1,000,000.00	865,196		7/27/2028	1.100%
FNMA	1,000,000.00	860,865		7/28/2028	1.000%
FHLB	1,000,000.00	889,596		8/4/2028	1.300%
FFCB	3,000,000.00	2,983,390		9/8/2028	4.750%
FHLMC	1,000,000.00	854,303		10/19/2028	1.000%

**City of Clovis  
Municipal Maturities Exceeding One Year  
As of April 30, 2024**

Institution	Face Value	Investment		Maturity	Stated Rate
		Balance At	Amortized Cost		
Sana Ana College Improv Dist	440,000.00	439,491.00		8/1/2024	0.644%
UC General Revenue Bonds	1,000,000.00	990,308.00		5/15/2025	3.050%
Antelope Valley Comm Coll	750,000.00	740,079.50		8/1/2025	1.767%
Chabot Las Positas Comm Coll	1,490,000.00	1,451,383.00		8/1/2025	0.880%
Foothill De Anza Ref Bds 2021B	835,000.00	799,930.50		8/1/2025	0.906%
San Dieguito USD GO Bonds	1,000,000.00	965,368.00		8/1/2025	1.661%
Santa Ana Coll Improv Dist	250,000.00	242,322.50		8/1/2025	0.744%
Orange County Water Dist	900,000.00	872,945.00		8/15/2025	2.095%
San Jose Ca Taxable Series B	2,355,000.00	2,292,960.50		9/1/2025	2.450%
LA CUSD GO Bonds	1,000,000.00	1,004,867.00		7/1/2026	1.455%
Chabot Las Positas Comm Coll	3,505,000.00	3,347,966.00		8/1/2026	1.080%
Chaffey Joint Union HS	1,565,000.00	1,528,787.50		8/1/2026	2.475%
Huntington Beach Union HS	3,305,000.00	3,179,180.00		8/1/2026	1.208%
Placentia Yorba Linda USD	1,110,000.00	1,064,120.00		8/1/2026	1.070%
San Diego Comm Coll Dist	470,000.00	461,621.00		8/1/2026	2.299%
San Ramon Valley CUSD	2,125,000.00	2,125,000.00		8/1/2026	1.147%
Sonoma County Jr Coll Dist	2,000,000.00	1,952,465.00		8/1/2026	2.447%
San Diego Pub Facilities Dist	1,625,000.00	1,563,647.00		10/15/2026	1.812%
California St Univ Taxable 2021B	2,500,000.00	2,303,561.00		11/1/2026	1.142%
El Dorado Irrigation Dist	1,175,000.00	1,120,290.00		3/1/2027	1.687%
Rancho Santiago CC Ref 2020	335,000.00	301,693.50		3/1/2027	1.106%
UC Taxable Gen Bds 2020 B	2,385,000.00	2,169,922.50		5/15/2027	1.316%
El Monte HSD Taxable Ref 2021	600,000.00	547,051.00		6/1/2027	1.326%
LA Dept Wtr Pwr Rev Bonds 2010C	2,000,000.00	2,089,395.00		7/1/2027	5.516%
Colton CA USD Ref Bonds 2020	1,060,000.00	967,716.00		8/1/2027	1.603%
Contra Costa Comm College Dist	880,000.00	834,262.00		8/1/2027	2.163%
Corona Norco USD Ref Bond 2019	250,000.00	229,672.00		8/1/2027	2.297%
Foothill De Anza CC Taxable 2021	540,000.00	493,714.00		8/1/2027	1.473%
Fremont USD Alameda County	1,100,000.00	1,089,548.00		8/1/2027	1.113%
Fremont USD Taxable Ref 2021	1,140,000.00	999,029.00		8/1/2027	2.000%
Marin County Comm Coll 2016	335,000.00	322,335.80		8/1/2027	3.330%
Mount San Antonio CC 2021	285,000.00	255,055.00		8/1/2027	1.139%
Mount San Antonio Comm Coll	405,000.00	377,802.75		8/1/2027	2.329%
Saddleback Valley USD	3,000,000.00	2,915,799.00		8/1/2027	2.400%
San Diego CCD Taxable 2019	590,000.00	556,853.00		8/1/2027	2.407%
San Ramon Valley CUSD	1,435,000.00	1,329,601.00		8/1/2027	1.440%
Santa Monica Comm College Dist	1,000,000.00	986,117.00		8/1/2027	3.415%
Sierra CA CCD 2021A Ref	465,000.00	417,890.50		8/1/2027	1.129%
William Hart USD 2020 Ref	200,000.00	179,440.00		8/1/2027	1.174%
San Jose Ca Taxable Series B	910,000.00	856,165.00		9/1/2027	2.600%
Soquel Creek Wtr Ref 2020	545,000.00	492,219.50		3/1/2028	1.445%
Gardena Calif Pension Obligation	1,000,000.00	907,937.00		4/1/2028	2.663%
Beverly Hills Taxable Ref 2020B	635,000.00	567,595.50		6/1/2028	1.514%
California Health Facs Fing Au	760,000.00	716,393.00		6/1/2028	3.378%
Alameda Cnty Calif	540,000.00	520,560.00		8/1/2028	3.519%
Desert CA Cmnty College	1,000,000.00	911,330.00		8/1/2028	2.023%
Long Beach Calif Cmnty	730,000.00	667,950.00		8/1/2028	2.337%
Redondo Beach CA Uni Bond 2018	675,000.00	582,526.00		8/1/2028	1.430%
San Ramon Valley CA	1,820,000.00	1,619,635.00		8/1/2028	1.670%
Santa Ana College Impt	1,500,000.00	1,312,083.00		8/1/2028	1.320%
Santa Clarita Calif Cmnty	1,000,000.00	893,348.00		8/1/2028	1.563%
William Hart High	1,000,000.00	887,193.00		8/1/2028	1.429%
Yosemite Calif Cmnty College	750,000.00	686,538.00		8/1/2028	2.210%



**City of Clovis  
Corporate Maturities Exceeding One Year  
As of April 30, 2024**

<b>Institution</b>	<b>Face Value</b>	<b>Investment Balance At Amortized Cost</b>	<b>Maturity</b>	<b>Stated Rate</b>
Duke Energy Carolinas LLC	2,000,000.00	1,949,904.00	11/15/2028	3.950%
Toyota MTR Cr Corp	2,000,000.00	1,992,197.00	1/5/2029	4.350%
Procter & Gamble Co	2,000,000.00	1,994,731.00	1/29/2029	4.650%
Astrazeneca Finance LLC	2,000,000.00	1,982,000.00	2/26/2029	4.850%
Cisco Sys Inc.	2,000,000.00	2,020,000.00	2/26/2029	4.850%
Merck Co Inc.	2,000,000.00	1,898,000.00	3/7/2029	3.400%
Blackrock Fund Inc.	2,000,000.00	2,010,000.00	3/14/2029	4.700%
Home Depot Inc.	2,000,000.00	1,992,000.00	4/15/2029	4.900%
United Health Group	2,000,000.00	1,970,000.00	4/15/2029	4.700%



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: August 19, 2024

SUBJECT: General Services – Approval – Res. 24-\_\_\_\_, Authorizing the City Manager to execute the agreement with the California Department of Transportation (Caltrans) for the Sustainable Transportation Planning Grant FY2024-25 in the amount of \$172,500 to fund the Clovis Transit Strategic Operations Plan; and Approval – Res. 24-\_\_\_\_, to amend the FY2024-25 budget of the Transit budget to reflect the receipt of \$152,714 from the Caltrans grant and the allocation of \$19,786 from the Local Transit Fund (LTF) for the local match requirement.

ATTACHMENTS: 1. Resolution 24-\_\_\_\_, Authorization  
2. Resolution 24-\_\_\_\_, Budget Amendment

### RECOMMENDATION

For the City Council to approve a resolution authorizing the City Manager to execute the agreement with the California Department of Transportation (Caltrans) for the Sustainable Transportation Planning Grant FY2024-25 in the amount of \$172,500 to fund the Clovis Transit Strategic Operations Plan; and approve a resolution to amend the FY2024-25 budget of the General Services Department to reflect the receipt of \$152,714 from the Caltrans grant and the allocation of \$19,786 from the Local Transit Fund (LTF) for the local match requirement.

### EXECUTIVE SUMMARY

The transportation industry has undergone significant transformation in the past five years, driven by the impacts of the COVID-19 pandemic, new regulations including the California Air Resources Board's (CARB) Innovative Clean Transit (ICT) initiative, advancements in technology, local policy shifts, and emerging state and federal funding opportunities. To adapt to these changes and steer the City's Transit Division effectively, a strategic operations plan is essential. The City has successfully applied for and received the Caltrans Sustainable Transportation Planning Grant FY2024-25, which will finance the development of the Clovis Transit Strategic Operations Plan. This comprehensive plan will serve as a dynamic framework, continuously evolving to meet current and future needs, and will be presented to the City Council upon completion.

## BACKGROUND

The Sustainable Transportation Planning Grant Program was established to align with the California Department of Transportation's (Caltrans) mission of ensuring a safe and efficient transportation network that serves all residents while protecting the environment. State-funded Sustainable Communities grants aim to implement Regional Transportation Plans (RTPs) to achieve California's greenhouse gas (GHG) reduction targets of 40% and 80% below 1990 levels by 2030 and 2050, respectively. Senate Bill 1 (SB 1) allocates \$25 million annually for Sustainable Communities Grants, prioritizing projects with a transportation focus that enhance the multi-modal transportation system.

The City of Clovis applied for the Sustainable Transportation Planning Grant FY2024-25, proposing the Clovis Transit Strategic Operations Plan Project. This initiative aims to establish a clear vision, direction, and roadmap to achieve strategic goals, define performance metrics, and guide the evolution of a multi-modal transportation system. Project objectives include:

- Development of the Clovis Transit Strategic Operations Plan.
- Integration of an innovative, equitable, safe, and multi-modal transportation system.
- Promotion of sustainable communities, supporting Caltrans' mission and regional plans.
- Engagement of stakeholders and communities to address local concerns.
- Formation of partnerships to implement the plan and enhance regional air quality.

The City has been awarded \$152,714 from Caltrans' Sustainable Transportation Planning Grant FY2024-25, which covers 88.53% of the project costs. The grant includes a local match requirement of 11.47%, and the City will utilize the LTF to meet this requirement.

## FISCAL IMPACT

The total project cost is \$172,500. Of this amount, \$152,714 will be funded through the Caltrans Sustainable Communities Grant Program. The remaining \$19,786 will be funded through the Local Transit Fund. A budget amendment reflecting these allocations has been included.

## REASON FOR RECOMMENDATION

Caltrans requires a resolution authorizing the City Manager to execute all agreements and documentation associated with this grant. This authorization ensures compliance with grant requirements and facilitates the Clovis Transit Strategic Operations Plan, thereby advancing the City's goals for sustainable transportation and community development.

## ACTIONS FOLLOWING APPROVAL

The City Manager will execute the Caltrans RGA agreement and associated documents, which will be submitted to Caltrans for approval. Upon approval, City staff will commence the project.

## CONFLICT OF INTEREST

None.

Prepared by: Susanna Herrera, Management Analyst

Reviewed by: City Manager *AH*

RESOLUTION 24-\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE  
SUSTAINABLE TRANSPORTATION PLANNING GRANT FY2024-25 APPLICATION  
FOR THE CITY OF CLOVIS STRATEGIC OPERATIONS PLAN

**WHEREAS**, the City of Clovis is eligible to receive federal and/or state funding for certain transportation planning related plans, through the California Department of Transportation; and

**WHEREAS**, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the Transportation Planning Grant Program; and

**WHEREAS**, the City of Clovis wishes to delegate authorization to execute these agreements and any amendments thereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Clovis, to authorize the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 19, 2024, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED: August 19, 2024

\_\_\_\_\_  
Mayor

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

**RESOLUTION 24-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING AN AMENDMENT TO THE FY2024-25 GENERAL SERVICES  
DEPARTMENT BUDGET**

**WHEREAS**, the City Council adopted the FY2024-25 city budget on June 10, 2024;  
and

**WHEREAS**, additional funding for transit became available throughout the year; and

**WHEREAS**, these revenues and expenditures were not included in the original  
adopted budget; and

**WHEREAS**, the additional funds are intended for the transit fund.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Clovis hereby approves the  
budget amendment as shown in the “Summary of Expenditures/Revenues by  
Department” and “Summary of Expenditures/Revenues by Fund” as **Attachment A**.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the  
City Council of the City of Clovis held on August 19, 2024, by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: August 19, 2024

\_\_\_\_\_  
Mayor

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

**SUMMARY OF EXPENDITURES BY DEPARTMENT**

DEPARTMENT – GENERAL SERVICES

Transit Fund - 34800-68160	<u>\$172,500</u>
TOTAL DEPARTMENT	\$172,500
<b>TOTAL ALL DEPARTMENTS</b>	<b>\$172,500</b>

**SUMMARY OF EXPENDITURES BY FUND**

Transit Fund - 34800-68160	<u>\$172,500</u>
TOTAL TRANSIT FUND	\$172,500

**SUMMARY OF REVENUES BY DEPARTMENT**

DEPARTMENT – GENERAL SERVICES

STP Grant – Account 34800-45046	\$152,714
LTF Fund – Account 34800-45061	<u>\$19,786</u>
TOTAL DEPARTMENT	\$172,500

**SUMMARY OF REVENUES BY FUND**

STP Grant – Account 34800-45046	\$152,714
LTF Fund – Account 34800-45061	<u>\$19,786</u>
TOTAL TRANSIT FUND	\$172,500



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: August 19, 2024

SUBJECT: General Services – Approval – Res. 24-\_\_\_\_, Renewing Medical Plan Options for Eligible Retirees and Restating the Eligibility Requirements for Participation in the Plan for the 2025 Plan Year.

ATTACHMENTS: 1. Resolution Retiree Medical

### RECOMMENDATION

For City Council to approve a resolution renewing the City's Retiree Medical Plan options for eligible retirees and restating eligibility requirements for participation in the plan.

### EXECUTIVE SUMMARY

For many years, the City has sponsored a group retiree medical plan for retirees who meet certain eligibility requirements. Approval of the attached resolution renews the retiree medical plan for the 2025 plan year.

### BACKGROUND

For many years, the City has offered employees who retire from City service the option of purchasing the same medical and prescription drug benefit package offered to full-time, regular employees. The retiree medical plan option is renewed annually at the discretion of the Council. This option provides qualifying retirees, those with a minimum of five (5) years of full-time City service immediately preceding retirement, with the opportunity to continue participation in the City's medical/prescription plans. Eligibility requirements for participation in the plan and rate information are listed in the Attachment A of the resolution.

### FISCAL IMPACT

The retiree medical plan option is rated separately from the active City employee medical plan. In addition, monthly premiums are paid entirely by the retirees. Consequently, there is not a fiscal impact to the City for offering this program.

### REASON FOR RECOMMENDATION

Council action is necessary to renew the retiree medical plan option for eligible retirees for the 2025 plan year.

**ACTIONS FOLLOWING APPROVAL**

Upon approval, the program renewal will become effective with the 2025 plan year, which runs from January 1, 2025 through December 31, 2025. Eligible retirees will be provided with an open enrollment period (i.e. October 14 through November 8, 2024). Additionally, employees who retire and become eligible during the 2025 plan year will be provided with a similar notice at the time of retirement.

**CONFLICT OF INTEREST**

None.

Prepared by: Linda Parry, Personnel Management Analyst

Reviewed by: City Manager *AA*



**RESOLUTION 24-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING THE RENEWAL OF THE RETIREE MEDICAL PLAN OPTION FOR ELIGIBLE RETIREES AND RESTATING THE ELIGIBILITY REQUIREMENTS FOR PARTICIPATION IN THE PLAN**

**WHEREAS**, the City offers a retiree health plan that allows retirees to purchase medical and prescription coverage; and

**WHEREAS**, the City has established eligibility requirements for participation in the plan listed in the attached Attachment A; and

**WHEREAS**, continued offering of the retiree health plan is determined on an annual basis at the discretion of the Council.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis hereby renews the Retiree Medical Plan Option and rates effective January 1, 2025, as summarized in the Attachment A.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 19, 2024, by the following vote, to wit.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:
  
- DATED:

\_\_\_\_\_  
Mayor

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

## Retiree Medical/Prescription Plan Summary For the 2025 Plan Year

### Retiree Benefits

Effective January 1, 2025, retirees of the City of Clovis will be allowed to continue in a City sponsored Retiree Medical/Prescription Plan at their own expense, provided they meet the plan eligibility requirements. Enrolled retirees will participate in the annual open enrollment for the medical/prescription plans.

### Eligibility Requirements

To be eligible for the Retiree Medical/Prescription Plan, a retired/retiring employee must meet the following eligibility requirements:

1. Been continuously covered in the medical/prescription portion of the City's health plan through December 31, 2024, as a full-time regular employee or a retired enrollee; or, was continuously covered by a City-approved group medical/prescription plan as a full-time regular City employee immediately preceding retirement from the City.
2. Be eligible to retire in accordance with CalPERS age and service requirements, including disability retirement.
3. Have a minimum of five (5) years of service with the City of Clovis as a full-time regular employee immediately preceding employment separation with the City of Clovis.
4. Retired employees and their dependents are eligible for City coverage **until they become eligible for Medicare**. Retired employees and/or their dependents that become eligible for Medicare are no longer eligible to remain on the City's retiree plans. They have the option of enrolling in Medicare and may seek supplemental coverage other than through the City's plan.
  - a. If a retired employee becomes Medicare eligible and has a spouse who is not Medicare eligible or a dependent child under the age of 26, the spouse and child may continue City coverage even after the retired employee becomes Medicare eligible and enrolls in Medicare and a supplemental plan.
  - b. A spouse who becomes Medicare eligible, or a dependent child who reaches the age of 26, will not be eligible to continue in the City's Retiree Medical/Prescription Plan.

5. An eligible employee who plans on retiring must enroll in the Retiree Medical/Prescription Plan within thirty (30) calendar days of the effective date of employment separation. If an eligible employee fails to enroll, or waives enrollment, they shall not be eligible to enroll in the plan at a future date. A dependent who enrolls or has been enrolled in an alternative insurance plan for a period of time, may be added to the retiree's plan upon loss of other coverage or during open enrollment if the retiree has maintained continuous coverage with the City under this plan.
6. Eligibility for dependents normally extends through the retiree. Dependents may only be enrolled for coverage if the retiree is concurrently enrolled (except as provided for in 4-a. above). Dependents of a retiree lose eligibility for coverage under the Retiree Medical/Prescription Plan when a non-Medicare eligible retiree elects to discontinue coverage. Upon the death of a covered retiree or the death of a covered employee who was eligible to retire, a spouse or covered child may continue coverage until the spouse is Medicare eligible and the child reaches the age of 26 respectively.
7. A retiree or eligible dependent that enrolls in the Retiree Medical/Prescription Plan shall not be allowed to re-enroll in the plan if they drop coverage in the plan or fail to make their monthly premium payment within thirty (30) days of the due date.
8. Continued enrollment in the Retiree Medical/Prescription Plan is also subject to terms and conditions set forth in the Evidence of Coverage/Disclosure Document of the medical plan in which the retiree and dependents are enrolled.

A Retiree who returns to work for the City and enrolls in an active plan because of reinstatement from retirement or who has returned as an elected official, will again be eligible for retiree coverage upon retiring subject to the normal retiree requirements.

#### Dental and Vision Coverage

Dental and/or Vision Coverage is not available to retirees through the City of Clovis Retiree Medical/Prescription Plan.

**Pre 65 Retiree Health Plan Monthly Rates charged by Vendor  
for the 2025 Program Year**

	<b><u>Anthem HMO 15</u></b>	<b><u>Kaiser HMO 15</u></b>
Retiree Only	\$1,148.00	\$1,000.00
Retiree & Spouse	\$2,375.00	\$2,073.00
Retiree & Child(ren)	\$2,062.00	\$1,781.00
Retiree & Family	\$3,437.00	\$2,953.00

**Anthem PPO 80**

Retiree Only	\$1,106.00
Retiree & Spouse	\$2,320.00
Retiree & Child(ren)	\$1,992.00
Retiree & Family	\$3,312.00

	<b><u>Anthem HDHP</u></b>	<b><u>Kaiser HDHP</u></b>
Retiree Only	\$ 795.00	\$ 782.00
Retiree & Spouse	\$1,665.00	\$1,616.00
Retiree & Child(ren)	\$1,454.00	\$1,389.00
Retiree & Family	\$2,379.00	\$2,303.00



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: August 19, 2024

SUBJECT: General Services - Approval – Approve the first amendment to the Emcor Services Agreement for the Maintenance of Heating, Ventilation and Air-Conditioning Equipment; and Authorize the City Manager to execute the First Amendment Agreement contract extension with Emcor Services to include a 5% increase for a total annual proposed cost of \$237,966.82.

ATTACHMENTS: 1. First Amendment to the Agreement  
2. Original Contract Agreement

### RECOMMENDATION

Approve the first amendment to the Emcor Services contract for complete heating, ventilation, and air-conditioning (HVAC) preventive maintenance services from August 1, 2024, through July 31, 2025; and authorize the City Manager to execute the first amendment contract extension with Emcor Services.

### EXECUTIVE SUMMARY

Emcor Services has been under contract with the City for city-wide HVAC preventive maintenance services for over eight years. Their current 3-year contract expired July 31, 2024. Emcor Services submitted a proposal to the City requesting an extension of their service agreement through July 31, 2025. Emcor Services has proved to be the best value for HVAC maintenance and has in-depth knowledge of City equipment. Staff recommends under mutual agreement between the City and Environment Control to extend their contract by one year.

Emcor Services' proposal of \$237,966.82 for FY 24/25 reflects a 5% price increase over their current pricing structure of \$226,635.82 for FY 23/24. The proposed price increase is reasonable considering an industry-wide price increase for parts and labor, in addition to increased equipment wear.

### BACKGROUND

After completing the competitive request for proposal (RFP) process for HVAC maintenance service, the City awarded Emcor a three-year HVAC maintenance services contract effective

August 1, 2021 (Attachment 2). Previously, Emcor Services was selected as the successful vendor during the 2016 RFP process and was awarded a contract/contract extension from August 2016 through August 2021. They were again awarded another contract during the 2021 RFP process for August 2021 to July 2024. Emcor Services has provided the City with HVAC maintenance for a combined eight (8) years to date.

Emcor Services submitted a proposal to extend the current contract to provide preventive maintenance services from August 1, 2024, through July 31, 2025, for a total cost of \$237,966.82. The proposed price reflects a 5% cost increase over their current service pricing.

This agreement covers over 65 pieces of mechanical equipment at the Corporation Yard, Surface Water Treatment Plant, Public Safety Facility, Civic Center, Fire Department facilities, Senior Center, Villa Yard and Miss Winkles Pet Adoption Center. The Facilities Maintenance Section services all other equipment not covered by this contract.

Following is a matrix of Emcor Services’ existing 3-year contract pricing history in tandem with the 4<sup>th</sup> year pricing proposal:

<b>HVAC PREVENTIVE MAINTENANCE CONTRACT SUMMARY</b>				
<b>TERM OF PAYMENT</b>	8/1/21 - 7/31/22	8/1/22 – 7/31/23	8/1/23 – 7/31/24	<b>Proposed Pricing 8/1/2024 - 7/31/2025</b>
Contract Pricing	\$213,626.00	\$220,034.78	\$226,635.82	<b>\$237,966.82</b>

Emcor Services has provided dependable service, and the quality of their work has exceeded that of previous vendors. Based on the quality of service and the reasonable increase of 5%, executing a one-year contract extension amendment with Emcor Services provides the best overall value for these contracted services.

**FISCAL IMPACT**

Emcor Services has submitted a proposal for a price increase of 5% of \$237,966.82 to extend their contract for one year to provide complete HVAC preventive maintenance services. The proposed amount is within the proposed FY 24/25 budget allocation.

**REASON FOR RECOMMENDATION**

In accordance with the City’s purchasing policy, staff has multiple factors to consider when selecting a vendor such as pricing, quality of service, and ability of HVAC maintenance staff to pass background checks to have access into our safety facilities. Emcor Services has provided quality service to the City for the past eight years. Emcor Services’ proposed price reflects a 5% cost increase over the current pricing structure paid during FY2024/25. The proposed pricing is reasonable considering an industry-wide price increase for parts and labor, in addition to increased equipment wear.

Pursuant to the City's Purchasing Procedures, a purchase of items/services exceeding \$60,000.00 requires City Council approval.

**ACTIONS FOLLOWING APPROVAL**

Staff will prepare a one (1) year, first amendment to the contract for HVAC maintenance (Attachment 1) with Emcor Services for the City Manager's approval. The contract will be for the time period of August 1, 2024, and expire on July 31, 2025.

**CONFLICT OF INTEREST**

None.

Prepared by: Stephen Frankian, Facilities Maintenance & Purchasing Manager

Reviewed by: City Manager AF

**FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT**

This FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is entered into by and between Emcor Services (“VENDOR”), and the City of Clovis, a California general law city (“CITY”), and is effective on August 1, 2024.

**RECITALS**

A. VENDOR and CITY entered into a certain Agreement effective August 1, 2021 (“AGREEMENT”), which is incorporated herein by this reference, and which, among other things, provided for the term of AGREEMENT to be extended beyond this date by mutual consent of the Parties related to Heating, Ventilating & Air-conditioning (HVAC) maintenance services.

B. VENDOR and CITY have performed in accordance with the AGREEMENT, and desire to extend the contact period to provide HVAC maintenance services for the amount of \$237,966.82.

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

1. Extension of the HVAC Services Agreement. The term of the AGREEMENT, as set forth in Section 3 of the AGREEMENT is hereby extended to provide HVAC maintenance services shall expire on July 31, 2025, unless otherwise extended in writing signed by both parties.

2. All Other Terms Remain in Effect. Except as expressly set forth herein, all other terms of the Agreement shall remain unchanged and in full force and effect, including all terms defined in the AGREEMENT unless otherwise defined in this First Amendment, and the AGREEMENT shall be interpreted so as to give full force and effect to this First Amendment.

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

VENDOR:

CITY:

Emcor Services

City of Clovis

By: \_\_\_\_\_

By: \_\_\_\_\_

John Holt, City Manager

Date

Print Name: \_\_\_\_\_

ATTEST:

Title: \_\_\_\_\_

By: \_\_\_\_\_

Briana Parra, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Scott G. Cross, City Attorney



**CITY OF CLOVIS  
CONTRACT SERVICES AGREEMENT**

This Contract Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and the individual or entity identified below ("Contractor") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by City, which shall occur after execution by Contractor ("Effective Date").

**RECITALS**

- A. City desires to obtain HVAC maintenance services ("Services") as described in the Request for Proposals No. 02-21, set forth in **Exhibit A** and incorporated herein by reference ("Request for Proposals").
- B. Contractor is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.
- C. Contractor submitted a complete proposal, including all required forms, bonds, certificates, and other documents, attached as **Exhibit B** ("Contractor's Proposal") and incorporated herein by reference, that was approved by City for award of contract for the Services.
- D. City desires to retain Contractor, and Contractor desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Contractor agree as follows:

**AGREEMENT**

- 1. **Scope of Services.** Contractor shall perform the Services described in the Request for Proposals set forth in **Exhibit A**. Contractor shall comply with all standards, specification, and other requirements expressed in the Request for Proposals. If there is a conflict between the Request for Proposals or the Contractor's Proposal and this Agreement, this Agreement shall control. Any contractual terms or conditions detailed in Contractor's Proposal shall have no force or effect with respect to this Agreement and the Services performed by Contractor.
- 2. **Commencement of Services; Term of Agreement.** The term of this Agreement shall commence on August 1, 2021 and shall terminate on July 31, 2024. Contractor shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until the expiration of the term, or until such time as the Agreement is terminated by either party pursuant to Section 16 herein, whichever is earlier.
- 3. **Payment for Services.** City shall pay Contractor for the Services performed pursuant to this Agreement according to the rates stated in Contractor's Proposal set forth in **Exhibit B**, as follow:

<b><u>Year One (2021-22)</u></b>	
Total Monthly Billing	\$ 18,636.49
Annual Billing	\$ 213,626.00
<b>Total Annual Billing</b>	<b>\$ 213,626.00</b>

ATTACHMENT 2

<b><u>Year Two (2022-23)</u></b>	
Total Monthly Billing	\$ 19,194.57
Annual Billing	\$ 220,034.78
<b>Total Annual Billing</b>	<b>\$ 220,034.78</b>
<b><u>Year Three (2023-24)</u></b>	
Total Monthly Billing	\$ 19,770.40
Annual Billing	\$ 226,635.82
<b>Total Annual Billing</b>	<b>\$ 226,635.82</b>
<b>3 Year Contract Total</b>	<b>\$ 660,296.60</b>

Contractor shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Contractor within fifteen (15) days after receipt of invoice.

4. **Independent Contractor Status.** Contractor and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of City’s business. Contractor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City.

5. **Standard of Care.** Contractor expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Contractor utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Contractor also expressly represents that both Contractor and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed, bonded, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Contractor and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.

6. **Identity of Subcontractors.** Contractor shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors, if any, Contractor intends to utilize in Contractor's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractors pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of Contractor's subcontractors.

7. **Subcontractor Provisions.** Contractor shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City; and (b) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

8. **Power to Act on Behalf of City.** Contractor shall not have any right, power, or authority to create

any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Contractor shall keep complete records showing the type of Services performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Contractor and its subcontractors for inspection and audit purposes. Contractor shall provide City with a working draft of all reports and five (5) copies of all final reports prepared by Contractor under this Agreement.

10. Delay Damages. Time is of the essence with respect to this Agreement and the Services provided by Contractor. Contractor's failure to timely and satisfactorily perform under this Agreement shall result in the assessment of delay damages at the rate of \$50.00 per day for each calendar day that Contractor fails or refuses to perform the Services, fails to timely perform the Services, or performs the Services in an unsatisfactory manner and fails to correct. Contractor shall be provided written notice of any deficiency in performance and afforded forty-eight (48) hours, not including weekends, to correct the work. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed performance of the Services are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of the facilities, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that satisfactory performance of the Services is delayed because of Contractor.

11. Reserved.

12. City Name and Logo. Contractor shall not use City's name or insignia, photographs relating to the City projects for which Contractor's services are rendered, or any publicity pertaining to the Contractor's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Contractor warrants that neither Contractor nor any of its employees have an interest, present or contemplated, in the Services. Contractor further warrants that neither Contractor nor any of its employees have real property, business interests or income that will be affected by the Services. Contractor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Contractor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Contractor, or any successors in interest, in the event of a default or breach by City for any amount which may become due Contractor or its successor, or for any breach of any obligation under the terms of this Agreement.

15. Termination of Agreement. This Agreement shall terminate upon completion of term or any extension thereto, or earlier pursuant to the following.

a. Termination by City: Without Cause. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Contractor.

b. Termination by City or Contractor: For Cause. Either party may terminate this Agreement upon seven (7) days prior written notice to the other party of a material breach, and a failure to cure within that time period. Contractor's failure or refusal to satisfactorily perform shall constitute a material breach.

c. Compensation to Contractor Upon Termination. In the event termination is not due to fault attributable to Contractor, and provided all other conditions for payment have been met, Contractor shall be paid compensation for services satisfactorily performed prior to notice of termination. In the event termination is due to fault attributable to Contractor, Contractor shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due exceed the total compensation as specified in Section 3 herein. In the event of termination due to Contractor's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Contractor shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. Contractor may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Contractor shall satisfy the insurance requirements set forth in **Exhibit C**.

18. Indemnity and Defense. Contractor hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Contractor or its subcontractors relating to the performance of Services described herein, unless the injuries or damages are the result of City's sole negligence or willful misconduct. Contractor and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

19. Taxes. Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor incident to the performance of Services under this Agreement, and unemployment compensation insurance, social security, or any other taxes upon the wages of Contractor, its employees, agents, and representatives. Contractor agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business license fee to City during the term of this Agreement.

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Contractor shall not assign the payment of any monies due Contractor from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Contractor directly to Contractor.

21. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by a written acknowledgment of receipt by the other party. Service shall be deemed the date of written acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

22. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

24. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

25. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Contractor in the County of Fresno, California. Contractor shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

28. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

29. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

30. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good

faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

31. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Contractor have executed this Agreement on the date(s) set forth below.

CONTRACTOR

CITY OF CLOVIS

By: [Signature]

By: [Signature]  
Luke Serpa, City Manager

Date: 7/20/21

Date: 8/2/2021

Party Identification and Contact Information:

**[Contractor]**  
EMCOR Services Mesa Energy Systems Inc.  
Attn: Daniel Bibioff  
Title: Branch Manager  
3980 N Chestnut Diagonal #101  
Fresno, CA 93726  
Dbibioff@emcor.net [E-Mail Address]  
559-277-7900 [Phone Number]

**City of Clovis**  
General Services  
Attn: Stephen Frankian  
Title: Facility Maintenance & Purchasing Manager  
1033 Fifth Street  
Clovis, CA 93612  
Stephenf@cityofclovis.com [E-Mail Address]  
559-324-2705 [Phone Number]

ATTEST

[Signature]  
John Holt City Clerk

APPROVED AS TO FORM

[Signature]  
Scott G. Cross City Attorney

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COPY

City of Clovis

**Request for Proposals  
for  
Contract HVAC Services**

Proposals shall be submitted no later than  
3:00 p.m., Friday, June 11, 2021

Two (2) copies of the proposals shall be submitted to:

City Clerk's Office/Administration Front Desk  
City of Clovis  
1033 5th Street  
Clovis, CA 93612

Proposals shall be clearly marked: "**City of Clovis HVAC Maintenance Services 2021**"

A mandatory pre-proposal conference and tour of City facilities will be held on Tuesday, May 25, 2021, at 10:00 a.m. in the Clovis Senior Center, Multipurpose Room, located at 850 fourth Street, Clovis.

Inquiries regarding this request should be directed to:

Stephen Frankian, Facilities Maintenance & Purchasing Manager  
City of Clovis  
1033 Fifth Street  
Clovis, CA 93612  
(559) 324-2705

EXHIBIT A

## I. INTRODUCTION

The City of Clovis is seeking proposals from qualified vendors for all labor, materials and equipment necessary for the provision of contract Heating, Ventilation, and Air Conditioning (HVAC) maintenance services for specified City of Clovis facilities for the period of August 1, 2021 through July 31, 2024.

A mandatory pre-proposal conference will be held on Tuesday, May 25, 2021, at 10:00 a.m., in the Clovis Senior Center, Multipurpose Room, located at 850 fourth Street, Clovis. Attendees shall sign in and verify their position as a permanent employee of the vendor being represented. At this conference, vendors will have the opportunity to ask questions of City staff regarding the Request for Proposal, receive a site map, and tour the City facilities that are to be covered by the contract.

During the course of the contract there may be equipment additions or deletions. As each event occurs it will be negotiated on a case-by-case basis between the parties by either raising or lowering the annual cost. The successful vendor shall negotiate in good faith with the City of Clovis for each addition or deletion.

The City is requesting a pricing proposal to provide complete turn-key preventative maintenance (PM) services that provides 100% coverage of all labor, parts, and materials as well as emergency services needed to provide ongoing process of sustaining the performance of building systems according to design intent, the owner's or occupants' changing needs, and optimum efficiency levels. This contract shall include all ancillary parts needed to sustain a complete and working mechanical system.

Attached are *Maintenance Specifications*; Exhibit "A", *Equipment List*; Exhibit "B" with *Pricing Sheet*.

Although the City has made an effort to document all services and equipment necessary to provide a full preventative maintenance program for the City's HVAC system, minor items may have been overlooked. It is the City's intention to select a vendor who will provide a complete preventative maintenance service on the complete HVAC systems which are listed, inclusive of all belts, pulleys, filters, sensors, gases, chemicals, cleaning agents, EMS components and support, and all related components necessary to support a complete working system.

## II. VENDOR QUALIFICATIONS

Due to the complexity of the City's HVAC systems, the need for personal comfort in all the specified facilities and the City's requirement of a 4-hour response time; only local, established and experienced HVAC maintenance service vendors, who can meet this response time requirement and who meet the following requirements and specifications contained in this document shall be given final consideration for award of the contract.

## III. VENDOR RESPONSIBILITIES

1. The selected vendor shall supply all labor, parts and materials necessary to perform the task with a high degree of proficiency and professionalism in relation to industry standards based on a minimum of industry-recognized ANSI/ASHRAE/ACCA 180-2012. The specific tasks to be performed are listed on *Maintenance Specifications*, Exhibit "A".



2. The vendor shall have sufficient equipment and staff to adequately service the requirements of the City including equipment failure call backs. List your average response times for calls related to equipment failure during normal work hours. Additionally, the City requires the vendor to be available for service calls due to equipment failures after hours and weekends/holidays. Vendor shall state their pay structure based upon Article XII of this RFP and note accordingly in the space provided on Pricing Sheet portion of Exhibit "B" for after hour and weekend/holiday callbacks.
3. The vendor shall at all times maintain on file with the City a current list of all employees who may perform work on City premises. All vendor employees shall be permanently employed by the successful vendor and shall wear a uniform with the vendor's name easily identifiable on the uniform. The uniform shall minimally consist of a shirt with the vendor's name on it.
4. Each vendor shall generate a sample checklist of all scheduled tasks for maintenance services provided under this proposal. A sample of the checklist shall be submitted with each proposal. The City will work with the selected vendor to provide an approved checklist prior to the initiation of service.
5. The vendor shall indemnify and hold harmless the City against all liability and property damage for actions connected to the vendor's work for the City.
6. Throughout the term of the contract, the vendor shall maintain, at its own expense, comprehensive liability insurance, including bodily injury, property damage, auto liability and personal injury coverage's. The insurance shall be in the minimum amount of \$2 million per occurrence. A certificate of said insurance coverage naming the City, its officers, agents and employees, as additional insured's shall be issued to the City prior to the initiation of the contract. The vendor shall further certify to the City that the said coverage's shall not be terminated or significantly modified without having first provided the City with a minimum 30-day written notice of such change(s). The vendor shall also provide the City with evidence of workers' compensation coverage for its employees.
7. Each vendor must possess a valid State of California "C-20" Contractor's License for HVAC work, and possess a City of Clovis business license prior to initiation of services.
8. Contractor acknowledges that if any work performed does not conform to the satisfaction of the CITY, CITY shall have the right to require CONTRACTOR to perform the work again in conformity with the requirements of the Agreement at no additional increase in the CONTRACTOR'S fees for service. Remedy for non-compliance or non-performance shall occur within 24 hours of notice. The CITY also shall have the right to require CONTRACTOR to take all necessary steps to ensure future performance of the work in conformity with the requirements of the Agreement. In the event CONTRACTOR fails to perform the work again or fails to take necessary steps to ensure future performance of the work in conformity with the requirements of the Agreement, CITY shall have the right to terminate the Agreement for default. The City also retains the right to terminate this agreement should the CITY determine that the CONTRACTOR has developed a trend of non-performance or non-responsiveness after successive notices.
9. If applicable, it is understood and agreed that the CONTRACTOR shall pay its employees/subcontract workers in accordance with the provisions of Section 1770 of the California Labor Code.

#### IV. CITY OF CLOVIS RESPONSIBILITIES

The City shall provide the vendor access to all facilities covered by the contract.

The City shall allow the vendor access to all required work areas to perform the task.

City staff shall be available to the vendor during normal work hours for consultation, clarification of task assignments, etc.

#### V. PROPOSAL CONTENT

In order for proposals to be considered by the City, the proposals shall address each of the following items. The vendor's proposal shall include as much information on each item as the vendor thinks will assist the City in the process of evaluation and selection.

1. The vendor shall submit a description of the firm's **organizational structure**, history, legal status (i.e., partnership, corporation, etc.); and a description of the vendor's experience in providing HVAC maintenance services. Vendors with less than five years of servicing large governmental/commercial HVAC accounts shall not be considered.
2. Vendors shall clearly state the **cost** of their proposal as specified in Exhibit "B". An annual cost shall be provided for the first, second, and third years of the contract and yearly price increases in % shall be noted accordingly. The sum of the three annual cost amounts shall be the total cost to the City for the term of the contract, excluding after hour and weekend callbacks.

In addition, the vendor shall indicate an hourly rate of charge for the basis in costing changes in scope of work. This hourly rate of charge shall be applicable to the first year of the contract, and may be modified for the following years of the contract upon mutual agreement by the City and the vendor.

3. Proposals shall clearly state the vendor's qualifications and ability to provide the services specified in this document.
4. Vendors shall include a customer satisfaction statement/guarantee for the services provided.
5. Proposals shall include copies of the vendor's existing liability, property, and workers' compensation insurance certificates, a copy of the vendor's contractors license, a copy of the contractor's City of Clovis business license, and/or evidence that the vendor can obtain the required documents prior to the execution of the agreement for service.
6. Proposals shall list the name of five (5) past (not over two years past) or current, large commercial/government contracts in the valley with similar HVAC coverage. Please include the name, address, telephone number for each of the five references. The accounts shall be serviced by the local shop submitting this proposal.
7. It is imperative that each vendor submitting a proposal employ multiple technicians capable of servicing each and every piece of equipment listed. Vendor shall also employ technicians thoroughly trained in the Tracer Summit EMS and other EMS's utilized on the City's HVAC systems. Each vendor shall provide a submittal, indicating number of technicians employed, technician's years of service with your

company, technician’s trade background, technician’s knowledge of related equipment, technician’s applicable certifications and any other information documenting your staff’s integrity and ability to service the City’s HVAC systems.

- 8. Proposals shall be valid for a period of ninety (90) days following the submission to the City.
- 9. To assist the City in fiscal budgeting, the successful vendor shall provide a detailed facility cost breakdown spread sheet showing annual costs of each facility (building), prior to contract issuance.
- 10. Two copies of the proposal shall be submitted to the City.

**VI. PERFORMANCE BOND**

Upon notification of award, the successful vendor will be required to furnish a performance bond in the amount equal to ten percent (10%) of the annual rate (year one) provided in the HVAC Maintenance Services Proposal, executed in favor of the City, to insure faithful performance.

**VII. COMPENSATION SCHEDULE**

The vendor shall submit invoices on a monthly basis for services rendered. The City will compensate the vendor within fifteen- (15) days of receipt of an invoice.

**VIII. SELECTION PROCESS**

The following schedule for the selection of a vendor has been adopted by the City of Clovis:

<u>DATE</u>	<u>TASK</u>
May 5, 2021	Request for proposals released.
May 25, 2021	Mandatory Pre-proposal conference @ 10:00 am.
June 11, 2021	Proposals submitted to City.
July 12, 2021	Selection of vendor by Clovis City Council.
August 1, 2021	Contract begins.

\*Timeline may vary according to City’s schedule. All vendors will be notified accordingly.

The selection of the successful vendor will be based upon the information provided in this proposal. The selection process will review each potential vendor’s experience, background check, service quality, cost reliability/reputation of the vendor, vendor’s ability to provide timely service, proposal cost, vendor’s insurance coverage, and performance bond. The City will award the contract to the vendor who proposes the best service for the best value.

**IX. REJECTION OF PROPOSALS**

The City reserves the right to accept or reject any or all proposals with or without cause. The City also reserves the right to waive any irregularities with or without cause.

**X. INQUIRIES**

All inquiries regarding information contained in the Request for Proposals or the selection process shall be submitted electronically to the specific RFP which can be located on the City website's "Planet Bids Vendor Portal" at the following link; <https://www.planetbids.com/portal/portal.cfm?CompanyID=14742#>. All questions must be submitted prior to Wednesday, June 2, 2021 @ 3pm. If additional information or interpretation is necessary, such information will be provided as an addendum via the City's e-procurement system to all prospective vendors who have received the City's Request for Proposal document. Any issued addendum shall have the same binding effect as though contained in the main body of the original specifications. All addenda shall be issued not later than five days prior to the proposal filing deadline.

**XI. INSPECTION**

The successful vendor shall have thirty days after the signing of the Contract to evaluate the condition of the equipment contained in the scope of the contract and report all discrepancies and malfunctions to the City's agent. The City shall have final say as to the degree of the discrepancy or malfunction, if any, and to the nature of the remedy, if required. A reasonable time frame for remedy shall be established and a price for discrepancy repairs may be negotiated between the successful vendor and the City's agent. The City shall retain the right to correct the discrepancy or malfunction by utilizing City staff or another outsourced vendor.

**XII. PREMIUM PAY**

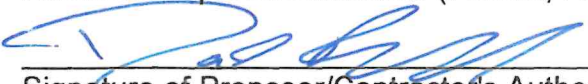
The contract will be based upon straight time labor hours. Any overtime work performed, at the City's request, shall be invoiced to the City. Only the premium portion of the labor charge shall be invoiced.

**XIII. ACKNOWLEDGMENT**

Proposer acknowledges that they have read the enclosed City of Clovis Request for Proposal (RFP) and all attached exhibits for the acquisition of HVAC maintenance services in its entirety, and that all questions have been resolved prior to proposal submittal; and, proposer acknowledges the City is seeking 100% full turn-key services for the proposal price submitted and does not expect to incur extras during the term of this contract; and, proposer acknowledges they have the ability to conform to all conditions of this RFP; and, proposer acknowledges that this proposal shall become a part of the contract (if successful). The undersigned further acknowledges that they are an authorized representative of the proposing firm.

Mesa Energy Systems, Inc.

Name of Proposer/Contractor (Person, Firm, or Corporation)



Signature of Proposer/Contractor's Authorized Representative

Daniel Bibioff - Branch Manager

Printed Name & Title of Authorized Representative

6-11-21

Date

## EXHIBIT "A"

### MAINTENANCE SPECIFICATIONS

The following maintenance specifications are intended to provide the City with a full, 100% turn-key maintenance contract to provide complete, fully maintained, and functional systems for all specified equipment. Services shall include all labor, parts, components and materials to maintain, repair and/or replace as needed to sustain all HVAC systems in optimum working order. industry-recognized ANSI/ASHRAE/ACCA 180-2012 (*Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems*). Provide written reports to customer representative following each regular inspection/service or emergency call.

**COOLING TOWER:** The Service Company will furnish maintenance for the cooling tower under this agreement as shown below:

1. SEASONAL START UP
  - a. Clean debris from platform and surrounding area.
  - b. Clean water sump and check condition.
  - c. Clean float valve assembly and adjust for proper operation.
  - d. Check and clean bleed off line and overflow.
  - e. Clean tower strainers.
  - f. Clean tower spray nozzles and eliminators.
  - g. Flush cooling tower after cleaning.
  - h. Check sump heaters and thermostats for calibration and operation.
  - i. Check and adjust fan belts, replace as necessary.
  - j. Fill system after cooling tower has been cleaned.
  - k. Check for leaks.
  - l. Lubricate fan and motor bearings per manufacturer's recommendation.
  - m. Check amperage on motors.
  - n. Inspect electrical connections, contactors, relays and operating / safety controls.
  - o. Check and adjust condenser water temperature regulator system.
  - p. Water treatment (freeflow or feeder)
  
2. SCHEDULED PREVENTIVE MAINTENANCE - Six (6) inspections during the operating season will be made to include:
  - a. Inspect fan, motor, and belts.
  - b. Check oil level in gear box. Add oil as required.
  - c. Check intake strainer, bleed and overflow.
  - d. Check operating conditions. Adjust as required.
  
3. REPLACEMENT PARTS AND COMPONENTS - All parts, refrigerant, oil and other material to complete repairs are furnished under the provisions of this agreement.

EXHIBIT B

4. MAJOR REPAIR LABOR - All labor to diagnose, repair or replace failed components of the equipment are furnished under the provisions of this agreement.

5. ADDITIONS AND EXCEPTIONS

NONE

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**AIR HANDLING:** The Service Company will furnish maintenance for the air handling equipment covered by this agreement as indicated below:

1. ANNUAL WINTER MAINTENANCE – Once a year a thorough preventive maintenance schedule will be performed including the following;
  - a. Inspect coil (cleaned as required)
  - b. Inspect drain pan and drain line.
  - c. Inspect fan wheels.
  - d. Inspect drive sheaves.
  - e. Check belt alignment and tension.
  - f. Lubricate as required.
  - g. Check bearing and motor mounting.
  - h. Check motor operating voltage and amperages.
  - i. Check inlet vanes (where applicable) and for dampers and adjust if necessary.
  - j. Flush condensates.
  - k. Inspect and clean NPBI (Needle Point Bipolar Ionization) equipment.
  
2. SCHEDULED PREVENTIVE MAINTENANCE – Twelve (12) inspections during the operating season will be made and include:
  - l. Check belt tension.
  - m. Lubricate as required.
  - n. Check bearing and motor mounting.
  - o. Check any excessive vibration or noise and correct if required.
  
3. EVAPORATIVE COOLING - complete maintenance including but not limited to:
  - p. Check belt tension.
  - q. Lubricate as required.
  - r. Check bearing and motor mounting.
  - s. Check any excessive vibration or noise and correct if required.
  - t. Lubricate all components as needed
  - u. Replace all pads bi-annually
  - v. Provide rust preventative maintenance as required
  - w. Repair, replace and adjust all float assembly systems as needed.
  
4. REPLACEMENT PARTS AND COMPONENTS – All parts, refrigerant, oil and other material to complete repairs are furnished under the provisions of this agreement. All AHU motor starters and VFD's. All hot water and cold water valves and controls.

- 5. MAJOR REPAIR LABOR - All labor to diagnose, repair or replace failed components of the equipment are furnished under the provisions of this agreement.
  
- 6. ADDITIONS AND EXCEPTIONS  
    NONE  
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**PUMPS:** The Service Company will furnish maintenance for the pumps covered by this Service Agreement to include the services listed below:

- 1. SEASONAL START UP
  - a. Clean pump strainers.
  - b. Lubricate pump bearings per manufacturer's recommendations.
  - c. Lubricate motor bearings per manufacturer's recommendations.
  - d. Tighten all nuts and bolts. Check motor mounts and vibration pads. (Replace and adjust as required.)
  - e. Visually check pump alignment and coupling.
  - f. Check motor operating conditions.
  - g. Inspect electrical connections and contactors.
  - h. Check and clean strainers and check hand valves.
  - i. Inspect mechanical seals or pump packing. Replace and adjust as required.
  - j. Operate pumps and check efficiency.
  
- 2. SCHEDULED PREVENTIVE MAINTENANCE – Six (6) inspections during the operating season will be made to include:
  - a. Lubricate pump bearings per manufacturer's recommendations.
  - b. Lubricate motor bearings per manufacturer's recommendations.
  - c. Check suction and discharge pressures.
  - d. Check packing or mechanical seal and adjust as necessary.
  - e. Check motor voltage and amperage.
  
- 3. REPLACEMENT PARTS AND COMPONENTS – All parts, refrigerant, oil and other material to complete repairs are furnished under the provisions of this agreement. To include motor controls/starters and valves.
  
- 4. MAJOR REPAIR LABOR – All labor to diagnose, repair or replace failed components of the equipment are furnished under the provisions of this agreement.
  
- 5. ADDITIONS AND EXCEPTIONS  
    NONE  
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**BOILERS:** The Service Company will furnish preventive maintenance under the terms of this agreement to include the following:

1. ANNUAL PRE-SEASON MAJOR MAINTENANCE
  - a. Secure and drain boiler.
  - b. Open fireside and water side for cleaning and inspection.
  - c. Check heating surfaces and water side for corrosion, pitting, scale, blisters, bulges, soot.
  - d. Inspect refractory.
  - e. Clean or replace water column sight glass.
  - f. Clean fire inspection glass.
  - g. Disassemble, clean and inspect low water cutoff control(s).
  - h. Reassemble boiler and low water cutoff control(s).
  - i. Check blowdown valve packing and lubricate.
  - j. Refill boiler inclusive of water treatment services..
  - k. Perform hydrostatic test if required.
  - l. Test safety/relief valve(s) after start-up (full pressure test).
  - m. Clean or replace fuel filters.
  - n. Clean fuel nozzles.
  - o. Clean burner fan wheel and air dampers.
  - p. Clean flame safeguard scanner.
  - q. Clean and adjust ignition electrodes.
  - r. Check all burner linkage for excessive wear.
  - s. Tighten all linkage set screws.
  - t. Lubricate motor and shaft bearings.
  - u. Check gas valves against leakage (where test cocks are provided).
  - v. Replace vacuum tubes (if used) in flame safeguard control.
  - w. Clean contacts in program timer.
  - x. Check operation of flame safeguard control.
  - y. Check operation of modulating motor.
  - z. Perform pilot turn down test.
  - aa. Check operation of low water cutoff and feed control(s).
  - bb. Check settings and test all operating and limit controls.
  - cc. Closed loop water treatment.
  
2. SEASONAL START-UP
  - a. Review manufacturer's recommendations for boiler and burner start-up.
  - b. Check fuel supply
  - c. Check auxiliary equipment operation.
  - d. Inspect burner boiler and controls prior to start-up.
  - e. Start burner, check operating controls.
  - f. Test safety controls and pressure relief valve.
  - g. Perform combustion tests and adjust burner for maximum efficiency.
  - h. Log all operating conditions.
  - i. Review operating procedures and owner's log with boiler operator.
  
3. SCHEDULED PREVENTIVE MAINTENANCE – Six (6) times per year during the operation, these inspections and adjustments will be made:
  - a. Review owner's log. Log all operating conditions.
  - b. Inspect boiler and burner and make adjustments as required.



- c. Test low water cutoff and pressure relief valve.
  - d. Blow down and test low water cutoff and feed control(s).
  - e. Check for water, steam and fuel leaks.
  - f. Check sequence and operation of flame safeguard control.
  - g. Check setting and test operating and limit controls.
  - h. Check operation of modulating motor.
  - i. Life safety/relief valves with at least 70 percent rated pressure.
  - j. Blow down gauge cocks and try cocks to confirm glass water level.
  - k. Check and test boiler blowdown valve.
  - l. Lubricate motor and shaft bearings (as required).
  - m. Check customers log with operator and discuss operation of boiler.
4. COMBUSTION TESTING – Two (2) times per year.
- a. Test for following items as applicable; firing rate, fuel/air ratio, CO2, CO, smoke test.
  - b. Adjust burner controls as required to obtain proper combustion.
5. REPLACEMENT PARTS AND COMPONENTS – All parts, refrigerant, oil and other material to complete repairs are furnished under the provisions of this agreement.
6. MAJOR REPAIR LABOR – All labor to diagnose, repair or replace failed components of the equipment are furnished under the provisions of this agreement.
7. ADDITIONS AND EXCEPTIONS
- NONE
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**AUTOMATIC TEMPERATURE CONTROLS:** The Service Company will furnish maintenance service on the Automatic Temperature Control System as follows:

- 1. ANNUAL INSPECTIONS – An inspection shall be performed during the heating season and during the cooling season and will include:
  - a. Calibrate major system controls.
  - b. Check system operating sequences.
  - c. Clean control panels.
  - d. Check operating conditions of duct system smoke detectors (voltage check or smoke check via sampling chamber) and adjust sensitivity as required.
  - e. Check damper operation for misalignment, binding and shutoff, correct as necessary.
  - f. Check control air pressure at each system and record the pressure level and location of the lowest main air pressure. Adjust main air PRV at compressed air system if necessary.
  - g. Measure and record primary and secondary voltage of system transformer or power supply on primary control system. (Electric/Electronic systems only.)

- 2. SCHEDULED PREVENTIVE MAINTENANCE – Six (6) inspections during the operating season will be made to include the following:
  - a. Visually check control valves for leaks.
  - b. Visually check dampers and linkages and oil as required.
  - c. Check time clock settings and day / night thermostat set points.
  - d. Check compressor run time versus off time for three operating cycles and record the average results.
  - e. Open compressor tank drain valve and bleed off any water accumulated in the tank.
  - f. Record gauge reading for compressor air pressure and final system air pressure. Adjust pressure reducing valves if necessary.
  - g. Check compressor belts, oil level, safety and general operating condition of the air compressor.
  
- 3. REPLACEMENT PARTS AND COMPONENTS – All parts, refrigerant, oil and other material to complete repairs are furnished under the provisions of this agreement.
  
- 4. MAJOR REPAIR LABOR – All labor to diagnose, repair or replace failed components of the equipment are furnished under the provisions of this agreement including the additional controls listed below.

Additional Controls Included: Chiller Plant Manager  
 Trane Tracer Summit System, including SC & ES  
 Process Control Modules  
 Building Control Modules  
 Central Operators Terminal  
 Hardware and Software  
 All HVAC  
 All EMS  
 All thermostats, (pneumatic & digital)  
 All disconnects & fuses  
 Any and all switches, actuators, relays, devices, contacts, etc. to initiate signal from T-stat or control to run equipment.

5. ADDITIONS AND EXCEPTIONS

NONE  
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**FILTER MAINTENANCE:** The Service Company will furnish filter service for the air handling units under this Service Agreement as indicated below:

- 1. SCHEDULED INSPECTION / MAINTENANCE – Four (4) inspections during the operating season will be made as indicated below.
  - a. Inspect and report recommended action to the operator.
  - b. Change disposable filter (media included) or clean permanent filter.

- 2. Additions and Exceptions – Four (4) filter changes per year utilizing high-efficiency pleated type filters. “MERV 8” High E-Filters

- 3. ADDITIONS AND EXCEPTIONS

NONE  
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**WATER TREATMENT SERVICE:** The Service Company will furnish water treatment services as indicated below:

CONDENSER WATER (COOLING TOWER – OPEN SYSTEM)

- 1. ANNUAL INSPECTION

- a. Clean chemical feed pump section strainer.
- b. Disassemble and clean bleed line strainer.
- c. Disassemble and clean flow through sensor.
- d. Disassemble and clean solution bleed valve.
- e. Disassemble and clean chock valve assembly.
- f. Check chemicals in feed tank.
- g. Check dissolved solids content in water.
- h. Check pH of water being treated.
- i. Check bleed rate.
- j. Check chemical content in system being treated.
- k. Check conductivity controller operation.
- l. Adjust chemical fixed pump as required.
- m. Check for algae.
- n. Add chemicals as required (chemicals included).

- 2. MONTHLY INSPECTION

- a. Check chemicals in feed tank and adjust as required.
- b. Check dissolved solids contents in water.
- c. Check pH of water being treated.
- d. Check bleed rate.
- e. Check chemical content in system being treated.
- f. Check conductivity controller operation.
- g. Adjust chemical feed pump as required.
- h. Check for algae.

- 3. ADDITIONS AND EXCEPTIONS

NONE  
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**UNITARY EQUIPMENT:** The various services described below are provided as part of our Total Maintenance Program related to all equipment.

1. ANNUAL WINTER MAINTENANCE – Once a year a thorough preventive maintenance will be performed including the following:
  - a. Check unit thoroughly for refrigerant leaks.
  - b. Check and calibrate safety controls and overloads.
  - c. Meg test compressor and record readings.
  - d. Check main starter, tighten all starter terminals and check contacts for wear.
  - e. Check oil level in compressor (where applicable).
  - f. Tighten motor terminals and control panel terminals.
  - g. Check crankcase heater.
  - h. Check extra interlocks.
  - i. Check oil sample for acid (where applicable).
  - j. Lubricate fan bearings.
  - k. Inspect and adjust belt alignment and tension.
  - l. Check damper operation. Lubricate and adjust as required.
  - m. Inspect filters.
  - n. Gas heat option.
    - Check operation and calibration of gas train components.
    - Check burner sequence of operation.
    - Check combustion blower and clean if required.
    - Check combustion efficiency.
    - Inspect heat exchanger.
    - Check and calibrate operating controls.
  - o. Electric heat option.
    - Inspect electrical connections and contactors.
    - Check and calibrate all operating safety controls.
  - p. Hot water / steam heat option.
    - Inspect control valves and traps.
    - Check and calibrate all operating and safety controls.
  - q. Report any uncorrected deficiencies noted.
  - r. Inspect and clean NPBI (Needle Point Bipolar Ionization) equipment.
  
2. WRITTEN REPORTS: Provided to customer representative following each regular inspection or emergency call.
  
3. SEASONAL START UP:
  - a. Meg test compressor motor.
  - b. Start unit – Check controls and calibrate.
  - c. Check compressor oil levels (where applicable).
  - d. Make operating log including refrigerant pressures, temperatures, super heat and sub cooling.
  - e. Check burner or heating element operation (where applicable).
  - f. Check starter operation, voltage and current.
  - g. Set up operating log with operator, instruct and advise troubleshooting techniques.
  - h. Flush condensate.

- 4. SCHEDULED PREVENTIVE MAINTENANCE: 12 inspections during the operating season will be made to include the following:
  - a. Make operating log of temperatures, pressures, voltages and amperages, etc.
  - b. Check and adjust operating and safety controls.
  - c. Check operating of crankcase heater.
  - d. Check oil level and add as required.
  - e. Check operation of control circuit.
  - f. Check operating log with operator, discuss operation of the machine generally.
  - g. Inspect filters and replace as required to maintain indoor air quality.
  - h. Check operation of burner or heating elements (seasonal).
  - i. Check operation of motor and starter.
  - j. Check heating controls (seasonal).
  - k. Check gas burner or heating element operation (seasonal).
  - l. Report to operator any uncorrected deficiencies noted.
  
- 5. CLEAN CONDENSER COILS: Once a year, furnish complete cleaning of condenser coil and related components.
  
- 6. REPLACEMENT PARTS AND COMPONENTS: All parts, refrigerant and other material to complete repairs are furnished under the provisions of this agreement.
  
- 7. MAJOR REPAIR LABOR: All labor to diagnose, repair or replace failed.
  
- 8. ADDITIONS AND EXCEPTIONS

NONE  
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**RECIP/SCREW CHILLERS:** The various services described below are provided as part of our Total Maintenance Program

- 1. ANNUAL WINTER MAINTENANCE-Once a year a thorough preventive maintenance schedule will be performed including the following:
  - a. Check unit thoroughly for refrigerant leaks.
  - b. Check and calibrate safety and operating controls.
  - c. Meg test compressor motor.
  - d. Check and tighten all electrical terminals and check contacts for wear.
  - e. Check oil level in compressor and add as required.
  - f. Tighten motor terminals and control panel terminals.
  - g. Check crankcase heater.
  - h. Check external interlocks, flow switch, pumps, and fans.
  - i. Check oil sample for acid.
  - j. Report any uncorrected deficiencies noted.

2. WRITTEN REPORTS-Provide to customer representative following each regular inspection or emergency call.
3. SEASONAL START-UP
  - a. Meg test motor.
  - b. Start unit-check controls and calibrate.
  - c. Check refrigerant and oil levels and add as required.
  - d. Check operation and refrigerant pressures.
  - e. Make complete operating log and record readings.
  - f. Check starter operation, voltage and current.
  - g. Check external interlocks.
  - h. Set up operating log with operator, instruct and advise troubleshooting techniques.
4. SCHEDULED PREVENTIVE MAINTENANCE-6 inspections during the operating season will be made to include the following:
  - a. Make complete operating log and record proper operating temperatures, pressures, voltages and amperages.
  - b. Check and adjust operating and safety controls.
  - c. Check operation of crankcase heater.
  - d. Check compressor oil level and add as required.
  - e. Check operation of control circuit.
  - f. Check operating log with operator, discuss operation of the machine with owner's techs.
  - g. Check water/air flow of evaporator and condenser.
  - h. Check super heat.
  - i. Check operation of all motors and starters.
  - j. Report to operator any uncorrected deficiencies noted.
5. ANALYSIS SERVICES-Variou diagnostic tests are to be performed depending on equipment duty and type as checked below. Reports with interpretation and recommendations to be included.
  - a. \_\_\_\_Oil sample and analysis for wear metals, acid content and moisture.
6. CLEAN CONSENSER TUBES-Once a year, furnish labor for brush cleaning of condenser tubes (water-cooled) or clean condenser coil (air-cooled). (Chemical cleaning extra if required).
7. REPLACEMENT PARTS AND COMPONENTS-All parts, refrigerant, oil and other material to complete repairs are included under the provisions of this agreement.
8. MAJOR REPAIR LABOR-This includes all labor to diagnose, repair or replace failed components are included under the provisions of this agreement.

9. ADDITIONS AND EXCEPTIONS

NONE

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10. NOTE: Adequate water treatment by a qualified water treatment firm must be furnished for the equipment covered under this agreement.

## EXHIBIT "B"\*

### CLOVIS PUBLIC UTILITIES EQUIPMENT LIST

Location & Address	Equipment	Manufacturer	Model #	Serial #
<i>Corp Yard Admin.</i>	Intellipack	Trane	SFHF C034L	C01J60910
	Intellipak's PreCooler	DualCool		
<i>155 N. Sunnyside Admin.</i>	VAV's Qty 25	Trane		
<i>Elevator Equip. Rm.</i>	ODU	Mitsubishi	PU12EK 1	1ZD?0446
<i>Elevator Equip. Rm.</i>	IDU #77			
<i>Elevator Equip. Rm.</i>	ODU #78	Mitsubishi	PU1ZEK	1ZD004?2A
<i>Elevator Equip. Rm.</i>	IDU			
<i>Water Dept.</i>	ODU # 82	Mitsubishi	PUH18EK	
<i>Water Dept.</i>	IDU	Mitsubishi	PLH18AK	1ZF00001A
<i>Fleet IS Equip. Rm.</i>	ODU	Mitsubishi	PU12EK	1ZD00858A
<i>Fleet IS Equip. Rm.</i>	IDU #14	Mitsubishi	PL12AK	11F00221B
<i>Fleet IS Equip. Rm.</i>	ODU	Mitsubishi	PUZ-A12NKA7	9ZU10772A
<i>Fleet IS Equip. Rm.</i>	IDU	Mitsubishi	PLA-A12EA7	95A03101C
<i>Fleet IS Equip. Rm.</i>	ODU	Mitsubishi	MUZ-GL18NA	7001928T
<i>Fleet IS Equip. Rm.</i>	IDU	Mitsubishi	MSZ-GL18NA	6013389T
<i>Fleet IS Equip. Rm.</i>	ODU	Ameristar	M4TCS1518A11NAA	
<i>Fleet IS Equip. Rm.</i>	IDU	Ameristar	M4MCW1518A1N0AA	3E68670000137
<i>Waste Water</i>	Voyager A/C 2	Trane	YHC048A4RMA	Z93100746L
<i>Solid Waste</i>	Voyager A/C 3	Trane	YHC048A4RMA	Z39100776L
<i>Bldg A Auxiliary Dispatch</i>	ODU	Mitsubishi	PUZ-A36NKA7	95U09730C
	IDU		PKA-A36KA7	97M04574
<i>Bldg A Auxiliary Dispatch</i>	ODU	Mitsubishi	PUZ-A36NKA7	94U08971C
	IDU		PKA-A36KA7	99M05808
<i>Bldg A Auxiliary Dispatch</i>	ODU	Mitsubishi	PUZ-A36NKA7	95U09730C
	IDU		PKA-A36KA7	97M04539
<i>Leonardo Rm.</i>	Precedent A/C 4	Trane	YHCO60E4RMAOE	847102073L
<i>Leonardo Rm.</i>	Precedent A/C 5	Trane	YSCO72E4RLA05	848100773L
<i>Leonardo Rm.</i>	Precedent A/C 6	Trane	YSCO72E4RLA05	848100293L
<i>Leonardo Rm.</i>	Precedent A/C 7	Trane	YHC060E4RMAOC	847102077L
	for AC 6	Ice Bear	IB30-523	084520046
	for AC 7	Ice Bear	IB30-523	084020037
	for AC 5	Ice Bear	IB30-523	084020035
	for AC 4	Ice Bear	IB30-523	084120040
<i>Leonardo IS Equip. Rm.</i>	ODU #15	Mitsubishi	PU12EK 1	12010858 A
<i>Leonardo IS Equip. Rm.</i>	IDU #14	Mitsubishi	PL12AK	11F002197B
<i>Leonardo Rm.</i>	MUA #16	Ares	SC-2 GL1F	A4482
<i>Leonardo Rm.</i>		Ares	SH-2	A4482
<i>Bldg-C Comm Rm.</i>	IDU	Mitsubishi	PLA-A12EA7	95A03101C
	ODU	Mitsubishi	PUY-A12NKA7	85U09443C
	IDU	Mitsubishi	MSZ-GL18NA	6013395T
	ODU	Mitsubishi	MUZ-GL18NA	6004805T
	IDU	Ameristar	M4MCW1518A1N0AA	6004805T



	ODU	Ameristar	M4TCS1518A11NAA	N/A
<i>Parks/Street</i>	(8) Heaters	Reznor	N/A	N/A
<i>Warehouse</i>	(13) Heaters	Reznor	N/A	N/A
<i>Streets</i>	Precedent A/C 8	Trane	YHC036A4RMA	Z39100732L
<i>Parks</i>	Precedent A/C 9	Trane	YHC036A4RMA	Z4AA00022L
<i>Fleet</i>	Precedent A/C 10	Trane	YSCO72E4RMAOM	906100976I
<i>Fleet</i>	Precedent A/C 11	Trane	YSCO72E4RLA05	848100289L
<i>Fleet</i>	Voyager A/C 12	Trane	YCD091D4LBBE	Z42100969D
<i>Fleet</i>	Voyager A/C 13	Trane	YCD091D4LBBE	Z42100908D
	Precedent A/C 14	Trane	YSCO72E4RLA05	848100046L
<i>Fleet</i>	for AC 14	Ice Bear	IB30-523	084120038
<i>Fleet</i>	for AC 10	Ice Bear	IB30-523	084120039
<i>Fleet</i>	for AC 11	Ice Bear	IB30-523	084220041
<i>Fleet</i>	Boiler	Cleaver Brooks	CFC-E-700-750-125HW	28373
<i>Fleet</i>	Boiler	Cleaver Brooks	CFC-E-700-750-125HW	28374
<i>Solid Waste</i>	Make-Up Air Unit w/ heater	Mercury	M1-7	M10102-200
<b>Landfill</b>	ODU A/C 1	Coleman	AC042x1021G	WON566335
<b>15679 Auberry Rd.</b>	IDU A/C 1	Coleman		
<b>Surface Water Treatment Plant</b>	<i>Motor Control Center</i>	Carrier	50-HG-024AC-601JW	0704F16330
<b>800 Leonard</b>	<i>Main bldg.</i>			
	ODU #1	Carrier	38CKC060570	0504E11410
<i>Main bldg.</i>	ODU #2	Carrier	38CKC060570	0504E11412
<i>Main bldg.</i>	ODU #3	Carrier	38CKC060570	0404E31009
<i>Main bldg.</i>	IDU #1 Furnace/A-coil	Reznor	CAU150-2	BDC77X4101711
<i>Main bldg.</i>	IDU #2 Furnace/A-coil	Reznor	CAU150-2	BDC77X4101713
<i>Main bldg.</i>	IDU #3 Furnace/A-coil	Reznor	CAU150-2	BDC77X4101712
<i>Main bldg.</i>	Duct fan #101	Cook	80S0N-B	284S7704
<i>Main bldg.</i>	Duct fan #102	Cook	150S0NB	284S7704
<i>Main bldg.</i>	Bolemos Qty 8			
<i>Main bldg.</i>	Ductless heater	Modine	PD1P755E0185	38011010404-9327
<i>Membrane bldg.</i>	Ductless heaters Qty 7	Modine		
<i>Membrane bldg.</i>	Exhaust Fans Qty 5			
<i>Pump house</i>	Ductless heaters Qty 2	Modine		
<i>Main bldg</i>	A1	Ice Bear	IB30-523	083920034
<i>Main bldg</i>	A2	Ice Bear	IB30-523	083920033
<i>Main bldg</i>	A3	Ice Bear	IB30-523	084220042
<i>Membrane, high-service</i>	Exhaust Fans Qty 4			
<i>Pump House</i>	Exhaust Fans Qty 5			
<b>Lift Station/8400 Ashlan Ave.</b>	Exhaust Fans Qty 5			
	ODU	Trane	2TTB3042A1000AA	60343B14F
<b>Pump Station B - Ashlan Ave &amp; Fowler Ave</b>	IDU	Trane		

	West Unit	Kooltronic	k2a3c18dp531	b08a0754
<b>WWTP-9700 E. Ashlan</b>	East Unit	Kooltronic	k2a3c18dp531	b08a0753
	ODU-AC#1	Mitsubishi	puz-a36nha2	81u00525b
	IDU-AC#1	Mitsubishi	N/A	N/A
	ODU-AC#2	Mitsubishi	puz-a36nha2	81u00537b
	IDU-AC#2	Mitsubishi	N/A	N/A

**CLOVIS FIRE DEPT. EQUIPMENT LIST**

Location & Address	Equipment	Manufacturer	Model #	Serial #
<b>Fire Logistics</b>	Heaters Qty 2	in app bay		
650 Fowler East		Trane	YCY048F3H0AD	M455RYK2H
West		Trane	YCY048F3H0AD	M453PPY2H
<b>Fire Training</b>	Heater Qty 1	Reznor		
3300 Lind offices		Trane	SFHA-251-1B	78C-12291
classroom		York take off	T048N080C	N01608030
Radio Tower room	ODU	Trane	4ttb3060d1000ca	14084jlp5f
Radio Tower room	IDU	Trane	tem3a0c60s51saa	14081mbt2v
Radio Tower room	ODU	Trane	4ttb3060d1000ca	13403kcj4f
Radio Tower room	IDU	Trane	tem3a0c60s51sab	14233uhd2v
<b>633 Pollasky Fire Station 1</b>	AC #1 w/ VFD	Carrier	50HJ-015---5B1BA	0607U03270
	AC #2	Carrier	48HJD005---551--	0307G50418
IS Rm.	ODU	Carrier	38HDR024-301	1006X65356
IS Rm.	IDU	N/A	N/A	N/A
	Boiler	Laars Mighty Therm		
North	Heater	Reznor	VR75/100	
Middle	Heater	Reznor	VR75/100	BGBB0U2N49448X
South	Heater	Reznor	VR75/100	
	VAV's Qty 12 w/ reheat	Titus		
	EMS	Trane SC		
<b>Fire Station 2 / 2300 Minnewawa</b>	Main unit	Trane	YCZ060F1MOAD	
	ODU	Carrier	38YCC018300	M4921RM2H
	IDU			3400E20645
in app bay	Heater	Reznor		N/A
IS Equip. Rm.	Window unit	Fredrick		
Fire Station 3/555 N. Villa	ODU	Day & Night	591ANX060000AAAA	
	IDU	Day & Night		5188E25924
	Sterling heaters Qty 2			N/A
Weight Room	ODU	Mitsubishi	puy-a18nha4	ozu00666a
Weight Room	IDU	Mitsubishi	pka-a18ha4	03a01974b
IS Equip. Rm.	Window unit			
<b>Fire Station 4 2427 Armstrong Ave.</b>	ODU 1	Carrier	38BRC048530	0200e02230
	IDU 1	Carrier	58MXA080-20	2197a00545
	ODU 2	Carrier	38BRC048540	1300e01487
	IDU 2	Carrier	58MXA080-20	1497a00796
	ODU 3	Carrier	38EZA042510	3201e04582
	IDU 3	Carrier	58MXA080-16	2803a19978

<i>in app bay</i>	Heaters qty 3	Reznor		
<b>Fire Station 5 790 N. Temperance</b>				
	<i>EMS</i>	Trane SC Retrofit		
	VAV's w/reheat Qty 12	Titus	Trane Retrofits	
	AC #1	Carrier	50HJ-015---5B1QA	4006U25325
	AC #2	Carrier	48HJD005---551--	4406G50318
<i>IS Equip. Rm.</i>	CU #1 (cooling only)	Carrier	38HDR024-301	2506X92720
	CU #1 fan coil	Carrier	40QA024-	N/A
	Boiler 1	Laars Mighty Therm	HH157CN12CBLCR	E05CG0247
<i>South</i>	APP bay heater	Reznor	VR100	BFF80U2N99700X
<i>Center South</i>	APP bay heater	Reznor	VR100	BFF80U2N99697X
<i>Center North</i>	APP bay heater	Reznor	VR100	BFF80U2N99698X
<i>North</i>	APP bay heater	Reznor	VR100	BFF80U2N99699X
<b>Fire Station 6 2388 Encino Ave</b>				
<i>HC-1</i>	7.5 Ton PKGD	Trane	YHC092F3RYA	
<i>HC-2</i>	3 Ton PKGD	Trane	YHC036E3RLA	
<i>A1</i>	ODU	Mitsubishi	TRUZA0181KA70NA	
	IDU	Mitsubishi	TPKA0A0181HA70A	
<i>System 1</i>	ODU2	Mitsubishi	TURYE1203AN40AN	
<i>UH-1</i>	APP Bay Heater	Reznor	UDAS-75	
	VAV Qty ?? w/ reheat			

**CLOVIS CIVIC CENTER & MISC. FACILITIES EQUIPMENT LIST**

Location & Address	Equipment	Manufacturer	Model #	Serial #
<b>City Hall 1033 Fifth St.</b>	AHU#1 25 HP VFD	Trane	T33	U5K42021
<i>Finance Lunchroom</i>	IS ODU #1	Mitsubishi	PUY-A36NHA	75U90409C
	IS IDU #1	Mitsubishi	PKA-A36FA	65A00821C
	IS ODU #2	Mitsubishi	PUY-A36NHA	69U02292D
	IS IDU #2	Mitsubishi	PKA-A36FA	75A00370C
	IS ODU #3	Mitsubishi	PUY-A36NHA	62U03441B
	IS IDU #3	Mitsubishi	PKA-A36FA	64A00023C
	IS ODU (backup unit)	Trane	TTP060C100A3	M1017HRHF
	IS IDU (backup unit)	Trane		
	(2) Economizer fans	AHJI		
	<i>City Hall Expansion</i>	ODU	Mitsubishi	muz-ge24na
IDU		Mitsubishi	N/A	N/A
<i>baseboard heat</i>	ODU	Carrier split	38QR030C321	3302X31234
	IDU Fan coil	MFG Magic Aire	24-HBAX-3	W021048885
	1/2 hp pump			
<i>Council Chambers</i>	VAV's Qty 24	(1 w/ reheat)		
	AHU#1	Trane	type 12	u5I42029
<i>IS (South)</i>		Bard	WH361-A05XX4XXX	125N971174292-01
<i>IS (Center South)</i>		Bard	WH361-A05XX4XXX	125N971174295-01
<i>IS (Center North)</i>		Bard	WH361-A05XX4XXX	125N971174298-01
<i>IS (North)</i>		Bard	WH361-A05XX4XXX	125N971174297-01
<i>IS window unit</i>		Fredrich	S136130A-A	LFER17949
<i>IS (old personnel, South)</i>		Bard	WH301-A05XX4XXX	132C950911191-02
<i>IS (old personnel, Center)</i>		Bard		
<i>IS (old personnel, North)</i>		Bard		
<i>PDS</i>	chiller	Trane	RTWA1254XC1D3D1W	U97M06963
<i>PDS</i>	cooling tower	BAC	VT0-132-1R	97212541
<i>PDS</i>	Freeflow water treatment for cooling tower			
<i>PDS</i>	Boiler B1	Cleaver Brooks	MCF 750	16010075110134
<i>PDS</i>	Boiler B2	Cleaver Brooks	MCF 750	16010075110188
<i>PDS (Type #3108-0009-LA)</i>	AHU #1	Trane	CF-24-4-2-SW-3-CW-BH-S-H	U5J42014
<i>PDS</i>	10 HP VFD	Marathon	9VE215TTDV4026BBL	Cat #E721
<i>PDS</i>	AHU #1 return fan			
<i>PDS</i>	AHU #5	Trane	CCDB080MNC	U82E26661
<i>PDS</i>	AHU #2	Trane	T3	U5J42010
<i>PDS IS Equip. Rm.</i>	ODU	Carrier	38HDC048-331LA	2404X90330
<i>PDS IS Equip. Rm.</i>	IDU	Carrier	40QAB048321	0304V17817
	ODU	Mitsubishi	MUZ-D36NA	600311T
	IDU	Mitsubishi	MSZ-D36NA	6002597T
<i>PDS</i>	AHU #3	Trane	MCCB008UAOAOUA	K04H07930A
<i>PDS</i>	AHU #3 return exhaust fan	Greenheck	QEI-18-1-10-X	04H26905

	PDS	AHU #4	Trane	MCCB008UAOAOAOUA	K04H07923A
	PDS	AHU #4 return/exhaust fan	Greenheck	N/A	N/A
	PDS	VAV's Qty 15	Trane		
<b>Library</b>		AHU #1	Trane	T6	U5J42008
		AHU #2	Trane	T8	U5J42009
		AHU #3	Trane	J14	U5K42022
<b>Senior Center 850 4th St.</b>		Chiller	Trane	CGAM 052A 2C02 AXD2 A1A1 A1AX XA1A	U10E15906
		Boiler	Lochinvar Knight	KBN500	JO8H10069509
		Air compressor	Quincy	bmqts3qcbst-561499	qts3qcb
		Air Dryer	Hankinson		
		ODU #1	York	H1DB024S06A	EHDM310969
		IDU #1	York	G/UA036SC	EBES053810
		VAV's Qty 3	Trane		
		ODU #2	York	H1DB060S25A	ECEM070100
		IDU #2	York	G/UA061SA	EDCS143992
		AHU Qty 6	Trane		
<i>on the roof TV/Library Rm. T-Bar</i>		Fan coil	Trane		
<b>Landmark Square &amp; Transit Hub</b>		HC-1	Trane	4YCZ6024A1060A	
		HC-2	Trane	YHC047E4RLA	
		HC-3	Trane	YHC067E4RLA	
		HC-4 A&B Qty (2)	Trane	YHD150G4RLD	
		HC-4C	Trane	YHD150G4RLD	
		HC-5	Trane	YHD180G4RLD	
		HC-6 A&C QYT(2)	Trane	YHD240G4RLD	
		HC-6B	Trane	YHD240G4RLD	
		ODU Qty (6)	Mitsubishi	TRUZA0121KA70NA	
		IDU Qty (6)	Mitsubishi	TPKA0A0121HA70A	
	HC-7	Trane	YHC074E4RLA		
	VAV Qty (22)	Trane			
	Boiler	Lochinvar			
	NPBI Qty (4)	GPS	GPS-FC24		
	NPBI Qty (13)	GPS	GPS-FC48		
<b>Tarpey Depot</b>		ODU	Carrier	38YCC024340	4305E48667
		IDU			
<b>Well 1</b>		ODU	Carrier	38TKB024300	2992E10828
		IDU	Carrier	N/A	N/A
		Window unit	Carrier	N/A	N/A
<b>CAR East 3495 Clovis Ave. West CAR North West</b>		3-4 ton package	Rudd		
		Take off package Heaters qty 3	York	DBYP-F036N070A	NOC7586991
		Package unit	Day & night	588aew048080aebg	0297g10262
<b>North Gym</b>		(4) Heaters	Modine		

**Clovis Public  
Safety  
Equipment List**

Location & Address Equipment Manufacturer	Equipment	Manufacturer	Model #	Serial #
<b>Public Safety 1233 5th St.</b>	AC #1	Trane Intellipack	SXHLF5040A67C7	CO1C0199
	AC #2	Trane Intellipack	SXHLF5040A67C7	CO1C01101
	AC #3	Trane Intellipack	SXHLF5040A67C7	CO1C01102
	AC #4	Trane Intellipack	SXHLF5040A67C7	CO1C01100
	(4) Intellipak's PreCooler	DualCool		
	ODU #101	Trane	TTP060E400AD	Z4415GF1F
	IDU #101	Trane		
	ODU #102	Trane	TTP030D400A0	R4045HG3F
	IDU #102	Trane		
	ODU #201	Trane	TTA090A400DA	Z022MHMAH
	IDU #201	Trane		
	Boiler	Lochinvar Knight	KBN800	D10H10127075
	Boiler	Lochinvar Knight	KBN800	D10H10127073
	<i>Radio tower</i>	Window units Qty 2	Carrier	
VAV's (Qty 80)		Trane		
<i>Storage containers</i>	Window units Qty 2	LG		
	ODU	Mitsubishi	PUY-A36NHA2	71U00432B
	IDU	Mitsubishi	PKA-A-AFA/PKA	n/a
	ODU	Mitsubishi	PUY-A36NHA2	73U01658B
	IDU	Mitsubishi	PKA-A-AFA/PKA	n/a
	ODU	Mitsubishi	PUY-A36NHA2	78U91004D
	IDU	Mitsubishi	PKA-A-AFA/PKA	n/a
	ODU	Mitsubishi	PUY-A18NHA3	n/a
	IDU	Mitsubishi	PLA--ABA	n/a
<i>Computer Forensics</i>	ODU	Mitsubishi	puy-a18nha3	04u024030
	IDU	Mitsubishi	n/a	n/a
<i>Evidence</i>	ODU	Mitsubishi	muz-d36na	8000638t
	IDU	Mitsubishi	n/a	n/a
<i>Radio Tower</i>	ODU	Trane	4ttr306dd1000ab	14124ckh5f
	IDU	Trane	tem3aoc60s51saa	14122mp12v

<b>Miss Winkles Pet Adoption</b> 85 Temperance Ave.	AC #1	Lennox	LGH102H4MS1Y	5613a0175	
	AC #2	Lennox	LGH120H4MS2Y	5613a01754	
	AC #4	Aaon	rn-009-8-0-eb09-3f9	201301-bngm26920	
	AC #6	Lennox	LGH072H4BU1Y	5613ao2552	
	AC #7	Aaon	rn-009-8-0-eb09-3f9	201301-angg26911	
	AC ?	York (knockoff)	d6nz042n06506nxa	win4253361	
	EF #1	Greenheck			
	EF #2	Greenheck			
	ODU #1	Daikin	RKN18KEVJV	c002649	
	ODU #2	Daikin	RKN12KEVJV	c002757	
	IDU #1	Daikin	N/A	N/A	
	IDU #2	Daikin	N/A	N/A	
<b>Animal Shelter</b> 908 Villa Ave.	Admin.	Elec. Heat/Cooling	East Bard	36WH2	58K81259425
			West Bard	36WA1	61575LL
			Bard	WH421LA08	1260960992131-02
		Heater	Reznor	N/A	N/A
Quarantine	Cooling only	Carrier	587ANZ042	1993G74786	
Block Bldg.	ODU	Mitsubishi	muz-he24na	4000985t	
	IDU	Mitsubishi	msz-he24na	4000146t	
	ODU	Mitsubishi	muz-he24na	4000598t	
	IDU	Mitsubishi	msz-he24na	4000133t	
Red Building	ODU	Mitsubishi	MUZ-HM24NA2	6000888T	
	IDU	Mitsubishi	MSZ-HM24NA	6000362T	
	ODU	Mitsubishi	MUZ-HM24NA2	6000885T	
	IDU	Mitsubishi	MSZ-HM24NA	6000353T	
	ODU	Mitsubishi	MUZ-HM24NA2	6000889T	
	IDU	Mitsubishi	MSZ-HM24NA	600290T	



**Needle Point Bi-Polar Ionization Equipment**

**Quantity and Size/Model of GPS**

**Clovis Public Utilities**

Name and Location	FC24	FC48	IMOD 36"	IMOD 42"	IMOD 48"	IMOD 60"	IMOD 78"	IMOD 84"	IMOD 108"
Corp Yard	11	2					1		
Surface Water Treatment Plant	3								

**Clovis Fire Dept.**

Name and Location	FC24	FC48	IMOD 36"	IMOD 42"	IMOD 48"	IMOD 60"	IMOD 78"	IMOD 84"	IMOD 108"
Fire Training	2								
Fire Station 1	1	1							
Fire Station 2	3								
Fire Station 3	1								
Fire Station 4	3								
Fire Station 5	1	1							

**Clovis Civic Center & Misc. Facilities**

Name and Location	FC24	FC48	IMOD 36"	IMOD 42"	IMOD 48"	IMOD 60"	IMOD 78"	IMOD 84"	IMOD 108"
City Hall	5	1		3		1			2
Senior Center	5		1		1				
Tarpey Depot	1								
CAR	2								
Public Safety								4	
Miss Winkles Pet Adoption	2	2							
Animal Shelter	4								

Name and Location	FC24	FC48	IMOD 36"	IMOD 42"	IMOD 48"	IMOD 60"	IMOD 78"	IMOD 84"	IMOD 108"
IT Training	1								
Landfill Office	1								
Wastewater Plant Admin Office	1								
Animal drop off Building at the Villa Yard			2						
Red building on Villa by Skate Park			4						

\*Every effort has been made to provide an accurate and updated equipment list. A number of the items are lacking make, model #'s, and serial numbers. It shall be the vendor's responsibility to field verify all equipment model # and size prior to proposal submittal.

## EXHIBIT "B" (CONT.) - PRICING SHEET

### HVAC MAINTENANCE SERVICES

The undersigned vendor declares that he/she has read the Request for Proposals for HVAC maintenance services, the general requirements, specifications and equipment list, that he/she has determined the conditions affecting the proposal and agrees that if the proposal is accepted and a contract or purchase order is awarded, to furnish for the contract period, complete 100% HVAC maintenance services, as described herein, for the specified buildings for the following charges. Charges shall be the total of all costs necessary, including parts, components, labor, equipment, necessary permits, travel time, tax, etc., to perform HVAC maintenance services.

	<u>Monthly Service Rate</u>	<u>Annual Service Rate</u>	<u>Hourly Labor Rate</u>
<b><u>1st year of Contract:</u></b>			
<i>(7/18/21 to 7/17/22)</i>			
Clovis Public Utilities	\$ <u>5,404.30</u>	\$ <u>64,851.54</u>	
Clovis Fire Dept.	\$ <u>2,795.32</u>	\$ <u>33,543.90</u>	
Clovis Civic Center + Misc. Fac.	\$ <u>5,614.02</u>	\$ <u>67,368.22</u>	
Clovis Public Safety Facility	\$ <u>4,821.85</u>	\$ <u>57,862.24</u>	
<b>Total Annual Service Rate</b>		\$ <u>213,626.00</u>	\$ <u>135.00</u> per hour
<b><u>2nd year of Contract:</u></b>			
<i>(7/18/22 to 7/17/23)</i>			
Clovis Public Utilities	\$ <u>5,566.42</u>	\$ <u>66,797.09</u>	
Clovis Fire Dept.	\$ <u>2,879.19</u>	\$ <u>34,550.22</u>	
Clovis Civic Center + Misc. Fac.	\$ <u>5,758.37</u>	\$ <u>69,100.43</u>	
Clovis Public Safety Facility	\$ <u>4,990.59</u>	\$ <u>59,887.04</u>	
<b>Total Annual Service Rate</b>	3%	\$ <u>220,034.78</u>	\$ <u>140.00</u> per hour
<b><u>3rd year of Contract:</u></b>			
<i>(7/18/23 to 7/17/24)</i>			
Clovis Public Utilities	\$ <u>5,733.42</u>	\$ <u>68,801.00</u>	
Clovis Fire Dept.	\$ <u>2,965.56</u>	\$ <u>35,586.72</u>	
Clovis Civic Center + Misc. Fac.	\$ <u>5,931.12</u>	\$ <u>71,173.45</u>	
Clovis Public Safety Facility	\$ <u>5,140.30</u>	\$ <u>61,683.65</u>	
<b>Total Annual Service Rate</b>	3%	\$ <u>226,635.82</u>	\$ <u>144.00</u> per hour

Exhibit "B" (cont.)

Average response time for equipment failures during normal working hours (7am-5pm Monday – Friday) Less than 2 hours.

Pay structure for after-hour and weekend/holiday callbacks (per Article XII.) for equipment failure Current year labor rate multiplied by .5 for after hours, multiplied by 1 for Sunday and holidays. This cost will be invoiced separately.

Basis by which changes in the scope of work may be negotiated:

At the City of Clovis request a change to the equipment being maintained, maintenance scope or tasking.

Accompanying this proposal is a certified check in the amount of \$ XXXXXXXXXX, (10% of annual cost) or proposal bond in the amount of \$ 10% of Contract or a cashier's check in the amount of \$ XXXXXXXXXX (10% of annual cost) payable to the City of Clovis, which is to be forfeited as liquidated damages, if, in the event that this proposal is accepted, the undersigned shall fail to execute the contract or to furnish a satisfactory bond as required.

Company Mesa Energy Systems, Inc. dba EMCOR Service Mesa Energy

Address 3980 N. Chestnut Diagonal Ste. 101

Fresno, CA 93726

Witness:

Telephone (559) 277-7900

Rod Galvan

By   
(signature)

6-11-21  
(date)

Daniel Bibioff  
(Name-please print or type)

Title Mesa Energy Systems, Inc.

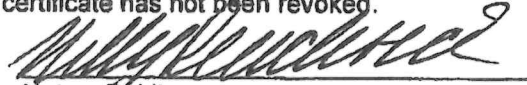
The bidder shall state on the line below, if a corporation, the name of the state in which incorporated.

California

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK }  
COUNTY OF NASSAU }

On this June 8, 2021, before me personally came Rita Losquadro to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York that he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

  
Notary Public

NY acknowledgement

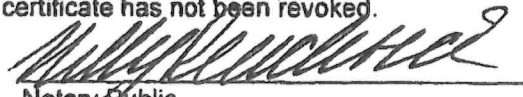
**NELLY M RENCHWICH**  
Notary Public-State of New York  
No. 01RE0218168  
Qualified in Nassau County  
Commission Expires March 1, 2022

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK }

COUNTY OF NASSAU }

On this June 8, 2021, before me personally came Rita Losquadro to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York that he/she is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Travelers Casualty and Surety Company of America (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

  
Notary Public

NY acknowledgement

**NELLY M RENCHWICH**  
Notary Public-State of New York  
No. 01RE8218168  
Qualified in Nassau County  
Commission Expires March 1, 2022

## EXHIBIT C

### INSURANCE REQUIREMENTS

Prior to commencement of the Services, Contractor shall take out and maintain, at its own expense, and shall cause any subcontractor with whom Contractor contracts for the performance of Services pursuant to this Agreement to take out and maintain, the following insurance until completion of the Services or termination of this Agreement, whichever is earlier, except as otherwise required by subsection (d) below. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Worker's Compensation Insurance as required by the State of California.

(iii) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(iv) Umbrella or Excess Liability. In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Services performed pursuant to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(v) Contractor grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(vi) Any deductibles or self-insured retentions must be declared to and approved by the City of Clovis Risk Services. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Contractor shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Contractor's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Contractor's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Contractor fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Contractor, and the Contractor shall pay the cost thereof to City upon demand, and City shall furnish Contractor with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Contractor under this Agreement.

Contractor shall maintain all of the foregoing insurance coverages during the term of this Agreement, except as to (a) the products and completed operations coverage under the General Liability Insurance which shall also be maintained for a period of ten (10) years following completion of the Services by Contractor or termination of this Agreement, whichever is earlier; and (b) Professional Liability Insurance, which shall be maintained for a period of five (5) years following completion of the Services by Contractor or termination of this Agreement, whichever is earlier.

e. Subcontractors. If the Contractor should subcontract all or any portion of the work to be performed in this Agreement, the Contractor shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Contractor to City under this Agreement.





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: August 19, 2024

SUBJECT: Police - Approval - Res. 24-\_\_\_\_, Authorizing the Police Chief and the Police Department to execute the 2024-2025 Department of Alcoholic Beverage Control Alcohol Policing Partnership grant agreement; and Approval - Amend the Police Department budget to reflect the award of \$71,400.00.

ATTACHMENTS: 1. Res 24-\_\_\_\_  
2. Copy of Grant Agreement

### RECOMMENDATION

For the City Council to authorize the Police Chief to execute the grant agreement with the Department of Alcoholic Beverage Control; and for the City Council to approve a resolution amending the 2024-2025 Budget for the Police Department to reflect the grant award in the amount of \$71,400.00.

### EXECUTIVE SUMMARY

The Clovis Police Department has been awarded a grant through the Department of Alcoholic Beverage Control in the amount of \$71,400.00 to reduce the number of violations at ABC-licensed establishments and reduce minors' access to alcohol through a combination of enforcement and education. Grant funds will primarily offset personnel costs, allowing the Police Department to staff focused enforcement details utilizing minor decoy operations, shoulder tap operations, licensee inspections, and community education.

### BACKGROUND

The Police Department applied for the Department of Alcoholic Beverage Control Police Partnership Grant. Through a competitive application process, the Police Department has been awarded funds to be used for enforcement activities resulting in greater compliance by local businesses and a reduction in alcohol-related crime at ABC-licensed establishments.

### FISCAL IMPACT

Acceptance of this grant is not expected to have any impact on the allocation of funds in the police department's 2024-2025 budget. The Police Department will utilize grant funds to pay for all overtime costs for officers to work enforcement and education details. All details will be

staffed with overtime and will not pull resources from other patrol responsibilities. Some administrative activities associated with the grant will be conducted during the program manager's regular duty hours.

**REASON FOR RECOMMENDATION**

The Department of Alcoholic Beverage Control requires the Clovis City Council's approval to execute the grant agreement and amend the Police Department's 2024-2025 budget to reflect the award.

**ACTIONS FOLLOWING APPROVAL**

Staff will submit the approved resolution and execute the agreement. After the Council's approval, the 2024-2025 police department budget will be amended as described.

**CONFLICT OF INTEREST**

None.

Prepared by: Sandi Macy, Management Analyst

Reviewed by: City Manager *AA*

RESOLUTION 24-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE DEPARTMENT OF  
ALCOHOLIC BEVERAGE CONTROL GRANT AGREEMENT AND AMEND THE 2024-2025  
POLICE DEPARTMENT BUDGET

**WHEREAS**, the City Council of the City of Clovis approved the 2024-2025 Budget on May 13, 2024; and

**WHEREAS**, the Police Department has been awarded \$71,400.00 from the Department of Alcoholic Beverage Control for the Grant Assistance Program; and

**WHEREAS**, the City Council determines that these expenditures are necessary; and

**WHEREAS**, it is agreed that any liability arising out of the performance of the contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaims responsibility for any such liability.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Clovis hereby authorizes the Chief of Police to execute the Alcoholic Beverage Control Alcohol Policing Partnership grant agreement; and

**NOW THEREFORE, BE IT FURTHER RESOLVED** by the City of Clovis that the 2024-2025 Budget be amended as provided in Attachment A, "Summary of Expenditures."

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 19, 2024, by the following vote, to wit.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED:

\_\_\_\_\_  
Mayor

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

**SUMMARY OF EXPENDITURES BY DEPARTMENT**

DEPARTMENT

POLICE	\$71,400
TOTAL DEPARTMENT	\$71,400

**SUMMARY OF EXPENDITURES BY FUND**

GENERAL FUND	\$71,400
TOTAL FUND	\$71,400

All expenditures will be out of the grant budget 56300.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
24-APP06

PURCHASING AUTHORITY NUMBER (If Applicable)  
ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

City of Clovis through the Clovis Police Department

2. The term of this Agreement is:

START DATE

July 1, 2024

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$71,400.00 Seventy one thousand four hundred dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions	4
Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Clovis through the Clovis Police Department

CONTRACTOR BUSINESS ADDRESS

1233 Fifth Street

CITY

Clovis

STATE

CA

ZIP

93612

PRINTED NAME OF PERSON SIGNING

Curt Fleming

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

**Curt Fleming**

Digitally signed by Curt Fleming  
Date: 2024.07.18 17:03:04 -07'00'

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Baker

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## **EXHIBIT A SCOPE OF WORK**

### **I. SCOPE OF WORK**

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
  1. The operation period of the grant is July 1, 2024 through June 30, 2025.
  2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
  3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
  4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
  5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

### **II. GOALS AND OBJECTIVES**

1. Conduct at least three (3) Minor Decoy operations.
2. Conduct at least four (4) Shoulder Tap operations, including the Statewide Shoulder tap.
3. Conduct at least two (2) IMPACT operations.

4. Conduct at least three (3) Trap Door operations.
5. Coordinate and conduct at least two (2) General Enforcement operations designed to identify and target problematic ABC licensed establishments.
6. Develop and provide at least three (3) Roll Call trainings on alcohol related violations to department personnel.
7. Schedule and coordinate at least one (1) LEAD class.
8. Provide at least three (3) press/social media releases on grant enforcement activities.
  - A. To announce the start of the program;
  - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
  - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
9. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer ([pio@abc.ca.gov](mailto:pio@abc.ca.gov)) as soon as it is released.
10. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15<sup>th</sup> of the following month.

### III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Clovis Police Department  
Sean O'Brien, Corporal  
1233 Fifth Street  
Clovis, CA 93612  
(559) 324-3468  
[seano@ci.clovis.ca.us](mailto:seano@ci.clovis.ca.us)

Department of Alcoholic Beverage Control  
Brandon Shotwell, Supervising Agent in Charge  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2329  
[Brandon.shotwell@abc.ca.gov](mailto:Brandon.shotwell@abc.ca.gov)

Direct all fiscal inquiries to:

Clovis Police Department  
Sandi Macy  
1233 Fifth Street  
Clovis, CA 93612  
(559) 324-3405

Department of Alcoholic Beverage Control  
Kristine Okino, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
[Kristine.okino@abc.ca.gov](mailto:Kristine.okino@abc.ca.gov)

## EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

### I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (24-APP06) and must not exceed the contract total authorized amount of \$71,400.00. Invoices are to be submitted by the 15<sup>th</sup> of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to:                      Department of Alcoholic Beverage Control  
   Attn: Kristine Okino, Grant Coordinator  
   3927 Lennane Drive  
   Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2024.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2024 and on or before the project termination date, June 30, 2025.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.
- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.



**II. BUDGET DETAIL**

<b>COST CATEGORY</b>	<b>TOTAL COST</b>
<b>A. Personnel Services</b>	
<u>Overtime</u>	
Officer	\$34,500.00
Supervisor/Corporal	\$25,000.00
Benefits – (12.45%)	\$6,500.00
<b>TOTAL Personnel</b>	<b>\$66,000.00</b>
<b>B. Operating Expenses (receipts required)</b>	
Buy money	\$250.00
<b>TOTAL Operating</b>	<b>\$250.00</b>
<b>C. Equipment (receipts required, must be purchased by 12/31)</b>	
Ballistic Vest	\$2,500.00
<b>TOTAL Equipment</b>	<b>\$2,500.00</b>
<b>D. Travel Costs</b>	
Registration, hotel, per diem	\$2,650.00
<b>TOTAL Travel</b>	<b>\$2,650.00</b>
<b>GRANT TOTAL</b>	<b>\$71,400.00</b>

### III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

### IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### EXHIBIT C GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. **Disputes:** Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. **Cancellation/Termination:** This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.
3. **Contract Validity:** This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2024, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
24-APP06

PURCHASING AUTHORITY NUMBER (If Applicable)  
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CONTRACTOR NAME

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2. The term of this Agreement is:

START DATE

July 1, 2024

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$71,400.00 Seventy one thousand four hundred dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

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Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Clovis through the Clovis Police Department

CONTRACTOR BUSINESS ADDRESS

1233 Fifth Street

CITY

Clovis

STATE

CA

ZIP

93612

PRINTED NAME OF PERSON SIGNING

Curt Fleming

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

**Curt Fleming**

Digitally signed by Curt Fleming  
Date: 2024.07.18 17:03:04 -07'00'

DATE SIGNED

07/18/2024

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Baker

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: August 19, 2024

SUBJECT: Consider Approval – Authorize Staff to Proceed with a Proposition 218 Public Hearing and Majority Protest Vote to Implement a Water Meter Installation Fee to Unmetered Parcels in Tarpey Village.

**Staff:** Kevin Tuttle, Supervising Civil Engineer  
**Recommendation:** Approve

ATTACHMENTS: 1. Vicinity Map

### RECOMMENDATION

For the City Council to approve and authorize staff to proceed with the Proposition 218 public hearing and majority protest procedures related to the collection of a Water Meter Installation Fee for the installation of water meters on unmetered parcels in Tarpey Village.

### EXECUTIVE SUMMARY

California State Law Assembly Bill 2572 (enacted in 2004) is an unfunded mandate that requires water meters to be installed on all municipal water services by January 1, 2025.

Tarpey Village, which is in unincorporated Fresno County but is served by the City of Clovis water system, currently has 335 remaining unmetered water connections out of a total of 1,354. The customers that are currently metered have voluntarily arranged for meter installation and paid the City to perform the work. All Tarpey Village customers were provided opportunities for the City to perform the water meter installation and be charged at the City's cost. Due to the State's upcoming deadline at the end of this calendar year and the number of remaining unmetered parcels, the City will be bidding and entering into a contract with a licensed contractor to perform the installation of water meters at the remaining unmetered parcels.

In order for the City to recover its costs for the purchase and contractor installation of water meters on all remaining unmetered parcels, staff is requesting that Council approve a Proposition 218 process, which includes sending written notices and holding a public hearing regarding the proposed Water Meter Installation Fee. The actual cost of the Water Meter Installation Fee will depend on the contractor's bid. As this will be a property-related fee for water

services, Proposition 218 requires a majority protest to be considered following the public hearing conducted for the remaining unmetered property owners.

### **BACKGROUND**

In 2004, the State Legislature adopted Assembly Bill 2572, which added section 527 of the Water Code. Water Code section 527 requires all urban water suppliers to install water meters on all municipal and industrial service connections located within their service areas on or before January 1, 2025. Water Code section 527(b) provides that urban water suppliers may recover the cost of providing the services related to the purchase, installation, and operation of a water meter from rates, fees, or charges.

Tarpey Village, which is in unincorporated Fresno County but is served by the City of Clovis water system, currently has 308 remaining unmetered water service connections requiring plumbing retrofits to meet City standards, and an additional 27 unmetered water service connections that have been pre-plumbed but have not reimbursed the City. There are a total of 1,354 service connections in Tarpey Village. Over the last 20-plus years, Tarpey residents have been informed via letters and community meetings regarding the water conservation benefits of having a meter installed and of the impending State deadline. The most recent written notice was provided on November 10, 2022. A total of 1,019 service connections have chosen to have a meter installed and have paid or reimbursed the City to do so. The City most recently offered water meter installations to Tarpey customers at a cost of \$980 per installation with a payment plan over 24 months with 0% interest.

Due to the upcoming deadline at the end of this calendar year and the number of remaining unmetered services that have not yet volunteered to have a meter installed, a project is being put out to bid for a contractor to perform all remaining water meter installations and satisfy the City's obligation to transition all of its water customers to metered service. Staff expects the contractor's work to cost more than the \$980 per installation that was most recently offered. The City will have the contractor perform the work and then the City will charge the property owners a Water Meter Installation Fee for their proportionate share of the costs, pursuant to the Proposition 218 process. To ensure timely availability and to help save on some costs and avoid a contractor's markup, the City has already purchased 335 water meters and transceiver units. The cost of this material will be included in the Water Meter Installation Fee.

Per the requirements of Proposition 218, the City is required to provide a written notice of the Water Meter Installation Fee to all affected customers and owners of record. Staff will prepare a notice that includes information about the date, time, and location of a public hearing at which the City will conduct a majority protest proceeding. The notice will also include information about the amount of the fee and the basis of the fee.

All protests to the Water Meter Installation Fee must be in writing, identify the property affected, be signed by the property owner or tenant, and clearly state that they are protesting the increase. Protests must be received by the City prior to the close of the public hearing. Protests will be accepted from either the tenant or property owner, but only one protest per property will be counted. Emails will not be accepted as there is no legal method for signing. The protests will be confidential until tabulated and may be withdrawn by the signatory of the protest prior to the

close of the hearing. The City Clerk will tabulate the number of protests and verify their validity. If 50% plus one of the total number of unmetered properties in Tarpey protest the fee, the fee cannot be approved.

**FISCAL IMPACT**

The project is included in the 2024-2025 fiscal year budget and will be initially paid for by the Water Enterprise Fund. The Water Meter Installation Fee will, if not rejected by a majority of the fee payers at the public hearing, allow the City to recover the costs associated with the contractor-installed water service and meters. The Water Meter Installation Fee will be charged through a payment plan over 24 months with no interest. If the Water Meter Installation Fee is not approved or is rejected by a majority protest by affected fee payers following the public hearing, the City will still need to proceed with the work to comply with the State mandate and will most likely be burdened with the costs.

**REASON FOR RECOMMENDATION**

The City is required to comply with State law and transition all of its water customers to metered service before January 1, 2025. Water Code section 527(b) allows the City to recover the costs associated with the contractor-installed water meter installation through the Proposition 218 process. The proposed Water Meter Installation Fee will allow the City to comply with the Water Code section 527 mandate while allowing the Water Enterprise to recover its costs from installing water meters on the remaining unmetered parcels.

**ACTIONS FOLLOWING APPROVAL**

To preserve the ability to record or enforce a lien on each unmetered parcel, staff will send notices to all affected property owners of record, as well as all affected customers, regarding the proposed Water Meter Installation Fee and the opportunity to protest in accordance with the requirements of the Proposition 218 process. A public hearing will be scheduled for a date which is not less than 45 days after the mailing date of the notice. Below is a tentative Proposition 218 schedule.

Send notices to unmetered parcels 45 days prior to public hearing:	October 17, 2024
Conduct public hearing and adopt resolution:	December 02, 2024
Charges added to utility bill:	January 2025

**CONFLICT OF INTEREST**

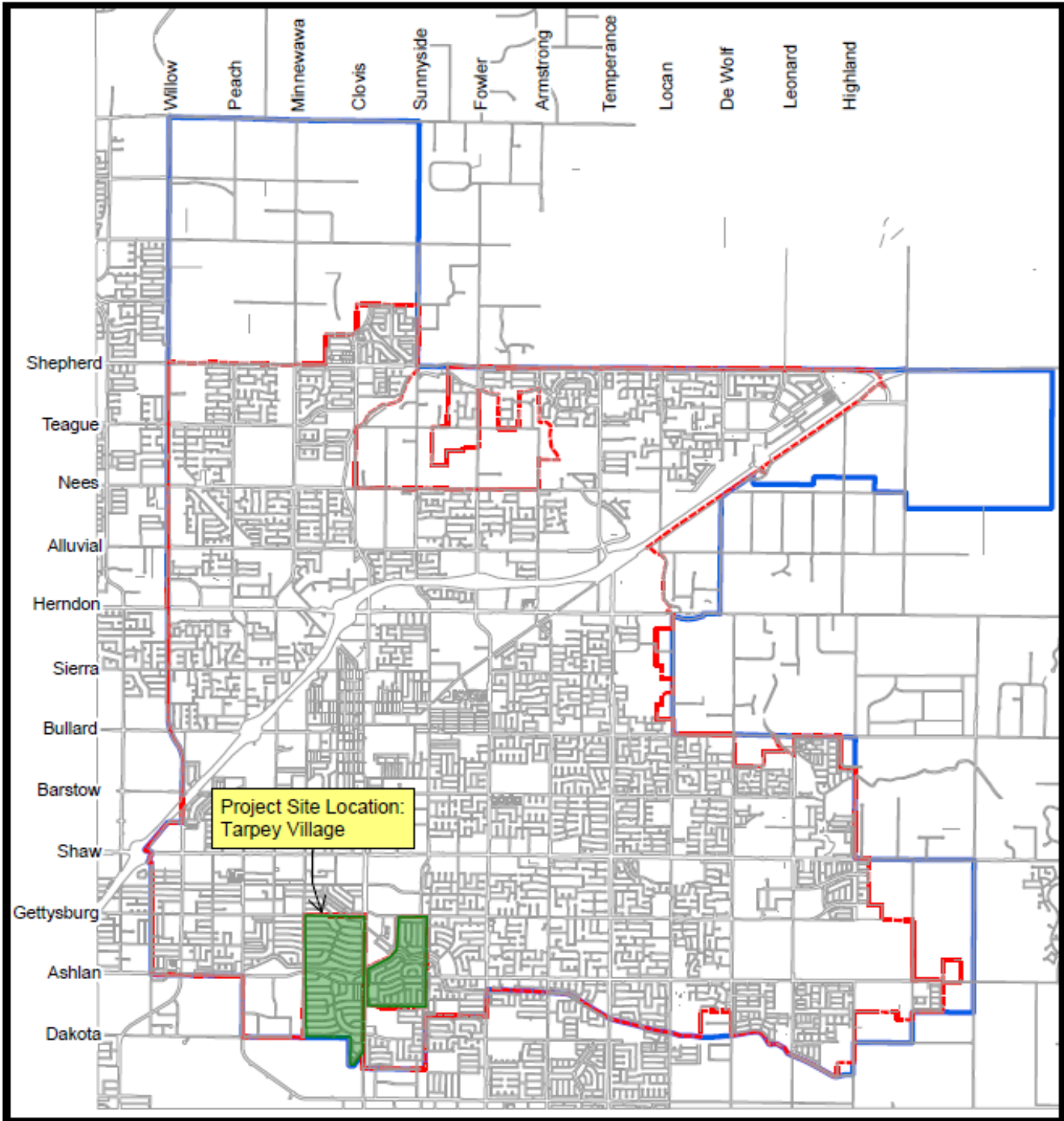
None.

Prepared by: Kevin Tuttle, Supervising Civil Engineer

Reviewed by: City Manager *[Signature]*

# VICINITY MAP

Proposition 218 Authorization - Tarpey Village Water Meter Fee



## ATTACHMENT 1



Print Date: August 9, 2024

 CITY LIMITS  SPHERE OF INFLUENCE

Prepared By: Kevin Tuttle



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: August 19, 2024

SUBJECT: Consider Approval - A request to approve the Behymer-Sunnyside Southwest Reorganization annexation agreement and to authorize the City Manager and City Attorney to make minor modifications to the agreement as necessary.

**Staff:** Lily Cha, Senior Planner

**Recommendation:** Approve

ATTACHMENTS: 1. Annexation Agreement Template

### RECOMMENDATION

For the City Council to approve the Behymer-Sunnyside Southwest Reorganization annexation agreement and to authorize the City Manager and City Attorney to make minor modifications to the agreement as necessary.

### EXECUTIVE SUMMARY

On May 20, 2024, the Council approved the application for the annexation of the territory known as the Behymer-Sunnyside Southwest Reorganization area, covering approximately 246 acres, along with associated land use entitlement applications. This area includes six residential properties, and staff has been collaborating with the residents on the terms and conditions for incorporating those properties into the City's jurisdiction. A final draft of an annexation agreement has been reached by both staff and the property owners' representatives, and staff is now requesting Council's approval. Upon approval, staff will coordinate with property owners to finalize and execute their individual agreements for recordation. Additionally, staff will continue to advance the annexation application of the territory to the Fresno Local Agency Formation Commission (LAFCo).

### BACKGROUND

Wilson Homes submitted several entitlements for a proposed 71.54-acre single-family subdivision within the City's Heritage Grove planned growth area. Although the project site is 71.54 acres, a larger 246-acre annexation area was proposed after consultation with LAFCo

staff to establish a logical boundary for incorporation. This proposed annexation, titled RO305, Behymer-Sunnyside Southwest Reorganization, includes the 71.54-acre development area and several other properties, including the six rural residential properties relevant to this annexation agreement. The Council approved the annexation in May of this year and directed staff to continue working with the property owners of these six residential properties on an annexation agreement.

The staff began discussions with the six property owners to reach an agreement before the City Council approved the project and continued to negotiate terms and conditions through ongoing meetings. Three additional meetings were held after the City Council hearing, involving staff from Planning, Engineering, Public Utilities, Administration, the City Attorney, and representatives of the property owners. These discussions focused on the use of water wells and septic tanks, street improvements, and potential future property intensification. After several revisions, a final agreement was reached towards the end of July. The draft of the annexation agreement template is provided as **Attachment 1** to this report. This template is presented for the Council's approval with the intention of finalizing agreements for each property owner once approved.

#### **FISCAL IMPACT**

None.

#### **REASON FOR RECOMMENDATION**

The annexation agreement provides a clear understanding for both the City and the property owners regarding their rights and responsibilities following the incorporation of the properties. Additionally, the agreement is crucial for the LAFCo process, ensuring there are limited protests against the annexation of the Behymer-Sunnyside Southwest Reorganization territory.

#### **ACTIONS FOLLOWING APPROVAL**

Staff will proceed with the annexation process through LAFCo.

#### **CONFLICT OF INTEREST**

None.

Prepared by: Lily Cha, Senior Planner

Reviewed by: City Manager *JH*

RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:

City of Clovis  
1033 Fifth Street  
Clovis, California 93612  
ATTN: City Manager

(Space above provided for Recorder)  
No recording or filing fee required; this document  
exempt from fee pursuant  
to California Government Code sections 6103 and  
27383.

**HERITAGE GROVE ANNEXATION AGREEMENT**

**APNS** \_\_\_\_ - \_\_\_\_ - \_\_\_\_

This Heritage Grove Annexation Agreement (“**Agreement**”) is entered into as of \_\_\_\_\_, 2024, between the City of Clovis, a California municipal corporation and general law city (“**City**”), and \_\_\_\_\_ (“**Owner**”) with respect to the following recitals, which are a substantive part of this Agreement. Each of the City, the Developer, and each Owner is a “**Party**” and are collectively the “**Parties.**”

**RECITALS**

- A. Owner owns the real property in the County of Fresno, State of California, identified as Assessor’s Parcel Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_ and located at \_\_\_\_\_ (“**Property**”). The legal description of the Property is described in Exhibit A attached hereto and incorporated herein.
- B. The Property is currently zoned AE-20 and is improved with a single family home and other structures and improvements consistent with uses, standards and setbacks allowed in AE-20 zoned real property notwithstanding the fact that the Property is less than 20 acres in size (i.e., the Property and the uses thereon are legal nonconforming uses allowed in the County).
- C. The Property is within an area which is within City’s Sphere of Influence and comprises a portion of the “**Northwest Urban Center**” as designated in the 2014 Clovis General Plan and subsequently renamed “**Heritage Grove**”.
- D. City has recently approved various entitlements in connection with the proposed residential development near the Property, including approval of Tentative Tract Map No. 6343 (“**Tract 6343**”), and approved an application to the Fresno County Local Area Formation Commission (“**LAFCo**”) for annexation of the real property comprising Tract 6343 and

the Property to promote more uniform boundaries between incorporated and unincorporated areas in the County of Fresno, California.

- E. Owner has expressed concern that City's annexation of the Property would require Owner to abandon Owner's existing rural residential lifestyle on the Property.
- F. City desires to address Owner's concerns in exchange for Owner's agreement not to protest City's annexation of the Property, and the parties desire to permit Owner to continue with Owner's rural residential lifestyle following annexation in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for the consideration set forth herein, the parties agree as follows.

## AGREEMENT

### ARTICLE I TERM OF AGREEMENT

This Agreement shall only be effective upon the annexation of the Property into the City of Clovis and except as provided in the following sentence, shall thereafter be perpetual in term and shall run with the Property. Should use of a Property Intensify (as defined in Section 2.8 below) following annexation, this Agreement shall terminate and all City ordinances and standards then in effect shall govern and be complied with by such Owner, or such Owner's successors, heirs, and assigns; provided, however, all legal nonconforming improvements situated on the Property at the time of annexation and all improvements legally made to or on the Property after annexation shall be deemed legal nonconforming if and to the extent that they do not comply. The provisions of this Article I shall survive the termination of this Agreement as to the Property.

### ARTICLE II BENEFITS TO OWNER

Section 2.1 Permitted Uses. The following uses shall be allowed on the Property:

- (a) Those uses to which the Property is currently put;
- (b) The setback requirements for accessory structures set forth in Fresno County Ordinance 822.3.100H.4.b.; and
- (c) Those uses permitted under the City's Municipal Code after annexation.

Section 2.2 Farm Animals. Owner may keep farm animals to the extent the keeping of farm animals was lawfully allowed to exist under the Fresno County Code for properties zoned AE-20 at the time of annexation, or, if more expansive, as otherwise lawfully allowed under City's Municipal Code for the designated zoning upon annexation.

Section 2.3 Use of Water Wells. Owner may continue to use existing water well(s) and defer connection to the City water system, even if a City water service connection is



available to the Property. At any time in the future, Owner may be required to install a water meter approved by the City, but only if meters for water wells on properties of similar size and use of the Property is required to comply with State law or regulations or lawful directive of the North Kings Groundwater Sustainability Agency (“NKGSA”), or City’s Municipal Code is amended to include a requirement that water wells must be metered which is applicable to the Property as necessary to comply with the Sustainable Groundwater Management Act (“SGMA”) or the NKGSA’s Groundwater Sustainability Plan (“GSP”) approved by the California Department of Water Resources. Owner may be subject to utility rates and charges as stated in the City’s Municipal Code or approved by City Council resolution for use of a private supply well and a charge for groundwater use or over-drafting, but only if such rates and charges are based on the City’s obligation to comply with the GSP, lawful NKGSA directive(s) or regulation(s), or SGMA. It is understood that the City is a member of the NKGSA and subject to the GSP, and also understood that the City is solely responsible for compliance with applicable State law, including SGMA, and mitigating the impacts of groundwater pumping within its jurisdiction. In no event shall any such charges imposed on Owner or the Property be duplicative or in excess of any fees or charges that Owner must pay to NKGSA or would be required to pay to NKGSA if the Property were not annexed into the City. Use and maintenance of the system will remain the responsibility of the Owner and any water well must be kept and maintained in a condition consistent with applicable Fresno County Environmental Health Department standards as if the Property were still in the unincorporated area of the County of Fresno. The City is not responsible for existing well water quality or any changes to well water quality after annexation, and the Owner shall be solely responsible for any and all compliance with applicable water quality standards. Owner shall comply with applicable State law and regulations, applicable provisions of the City’s Municipal Code, and lawful directives from the NKGSA pertaining to water wells and groundwater use, including SGMA.

- (a) If a new well becomes necessary on the Property, Owner shall comply with the City’s Municipal Code with respect to the permitting, drilling and completion thereof. The drilling, deepening, and abandonment of any wells shall also be permitted, drilled and completed in accordance with the City’s Municipal Code and applicable State and County standards for wells in effect at the time. If Owner connects to the City water system, Owner may continue to use the existing well(s) on the Property, including maintenance, replacement, and metering consistent with this section, solely for landscaping purposes so long as no cross-connection is made between the well(s) and any residence now or hereafter constructed on the Property.
- (b) A water service connection will be deemed available to the Property if (i) the Property is within the City limits, and (ii) a water service connection has been constructed and is available for use in Behymer Avenue and adjacent to the Property.
- (c) With any connection to the City’s water system, Owner shall be responsible for making such connection, including the payment of all costs associated with the connection, including, but not limited to applicable City connection fees and any costs related to the physical construction to connect.

Section 2.4 Use of Septic Tanks. Owner may continue to use and maintain the existing septic tank or pit on the Property, even if a City sewer service connection is available to

the Property. Use and maintenance of the existing system will remain the sole responsibility of Owner and the septic system must be kept and maintained in a condition consistent with State requirements and Fresno County Environmental Health Department standards as if the Property were still in the unincorporated area of the County of Fresno. If a septic system fails, the onsite septic system may be repaired or replaced in accordance with State, County, and City standards for septic systems in effect at the time.

After annexation, and within three (3) years of a sewer service connection being available to the Property, Owner shall either connect to the City sewer system or obtain a written deferral under the criteria set forth below. Connection or deferral is only required upon City notification to the Owner of the need to connect to the City sewer system and shall not be unreasonably denied.

Deferment of connection to the City's sewer system is authorized if each of the following Deferral Criteria (a-e immediately below) is satisfied:

- (a) The septic system must comply with current State standards at the time deferral is requested.
- (b) The septic system may not have leach fields or tanks within areas that are flood irrigated.
- (c) Owner must provide a diagram of the septic system's location and proof that the septic system is in good working order. The diagram and acceptable proof may be provided by having a licensed septic company inspect the septic system and provide documentation that the system is functioning properly and of a design that meets State standards.
- (d) A Deferral must be renewed every ten (10) years until the septic system is abandoned or removed in accordance with applicable State, County, and City standards in effect at the time and the Property is connected to the City's sewer system.
- (e) Owner must be in compliance with the City's Municipal Code in all respects except as otherwise specifically authorized in this Agreement.

Upon any Intensification of use as set forth in Section 2.8 of this Agreement, Owner shall connect to the City sewer system if it is available to the Property. A sewer service connection will be deemed available to the Property if (a) the Property is within the City limits, and (b) a sewer service connection has been constructed and is available for use in Behymer Avenue and adjacent to the Property.

With any connection to the City's sewer system, Owner shall be responsible for making such connection, including the payment of all costs associated with the connection, including, but not limited to applicable City connection fees and any costs related to the physical construction to connect.

Section 2.5 Solid Waste Service. Owner shall have the choice of changing to City solid waste service immediately, or staying with their existing franchised service provider through the County for up to five (5) years from the date of annexation. City's basic residential refuse, recycling and organics service is centered on urban waste production. All City residents are required to have refuse, recycling and organics totes. Rural residential properties can generate waste material in quantities or types that require additional services above City's standard waste pickup. Therefore, when Owner is ready to change to City service it will be necessary to work directly with City's solid waste division to determine the best way City can service Owner's solid waste needs.

Section 2.6 Improvements & Restrictions.

- (a) Tract 6343. City shall cause the following requirements to be implemented and enforced in connection with the development of Tract 6343:
- (1) No public street shall be constructed along the east side of APN: 556-040-08s that connects directly to Behymer Avenue. Instead, the alignment of Baron Avenue as reflected in Tentative Tract Map No. 6343 (whether it is then called Baron Avenue or not) shall be changed to the western boundary of APN: 556-040-08s.
  - (2) All improvements in connection with Tract 6343 shall be in accordance with applicable City approvals and development standards.
- (b) Other Behymer Improvements. Owner shall not be required to install additional improvements prior to Intensification as defined in Section 2.8 below. Such improvements include, but are not limited to, road improvements, wet and dry utility facilities, and storm drainage facilities that serve the Property.
- (c) Cost. Owner's fair share of the cost of improvements to be constructed pursuant to this Section 2.6 shall be in accordance with the City of Clovis policies and Municipal Code and payable upon Intensification as defined in Section 2.8 below. The Property may be included in a community facilities district, landscape maintenance district, or any other benefit assessment district upon Intensification as defined in Section 2.8 below. All work required hereunder shall be performed so as to cause the least possible disruption of access to and from the Property and the least possible interruption of utility service to the Property and shall be installed concurrent with the construction of the offsite improvements within and to Behymer Avenue.
- (d) Traffic Control. No traffic signals shall be installed within 500' of those parcels of real property situated in the County of Fresno, State of California, identified as Assessor's Parcel Numbers 556-040-09s; -15s; -16s; -18s; -24s & -20s, respectively.

Section 2.7 Addressing. Owner acknowledges that as part of the annexation process, the Property will be required to change from a County address to \_\_\_\_\_ - a City address. The address change will be pursuant to City policy. Changing to a City address

will allow Clovis Police and Clovis Fire to accurately dispatch calls for service to these areas without delay.

Section 2.8 Intensification in Use. The provisions of this Agreement shall remain in effect and run with the land so long as use of the Property does not intensify after annexation. Intensification may occur upon the City's approval of an applicable rezone application, subdivision map, parcel map, parcel map waiver, lot line adjustment, or building permit that allows a use that is considered an intensification hereunder. Intensification may also occur without City approval. Any intensification as provided herein, whether or not approved by City, shall result in the termination of this Agreement and the Property shall be subject to applicable provisions of the City's Municipal Code. "**Intensification**" and "**Intensify**" mean the following:

- (a) Subdivision of the land into any density greater than 0.5 Units/Acre (2 acre parcels). If, after annexation, the Property is subdivided into a density greater than 0.5 Units/Acre, this Agreement shall terminate and the Property and all newly created parcel(s) shall be subject to applicable provisions of City's Municipal Code.
- (b) The addition of additional residential units without subdivision, except that up to one (1) second residential unit and (1) accessory dwelling unit shall be allowed on the Property as permitted by City's accessory dwelling unit ordinance and state legislation, and such development shall not be deemed an intensification of use. Outbuildings and other improvements that are not dwelling units (e.g., barns, shops, sheds, shade structures, swimming pools, pool house, fountains, etc.) may be constructed on the Property consistent with applicable City zoning requirements and development standards (as modified herein) and such improvements shall not be deemed an Intensification of use.
- (c) The rezone of the Property to anything other than residential, use of the Property for commercial, office, or industrial uses, or the development of commercial, office, or industrial structures on the Property, except that home offices and any other uses identified and authorized in this Agreement or the City's zoning code shall not be an Intensification of use.

### ARTICLE III BENEFITS TO CITY

Section 3.1 Consent to Annexation. Each Owner consents to annexation of such Owner's Property in accordance herewith. In that regard, each Owner agrees to do the following:

- (a) Sign any request by the City, the County, LAFCo, or Developer to consent to annexation of such Owner's Property; and
- (b) Not oppose or protest annexation of such Owner's Property in any proceeding.

Section 3.2 Failure to Consent to Annexation. If Owner fails to consent to annexation as required hereunder, or if Owner, any subsequent owner of the Property, or any

registered voter residing on the Property objects to or withdraws consent to the City's annexation of the Property, this Agreement shall be null and void as to the Property even if annexation is ultimately approved and the Property is annexed.

Section 3.3 Non-Precedent Setting. This Agreement is unique to Owner and the Property and the circumstances surrounding the annexation and development of Tract 6343 and in no way shall be considered precedent setting, persuasive, or binding on the City in any other circumstance.

#### ARTICLE IV MISCELLANEOUS

Section 4.1 Voluntary Agreement; Construction; Authority. The Parties represent that they have read this Agreement in full and understand and voluntarily agree to all of its provisions. The Parties each further declare that prior to signing this Agreement they apprized themselves of relevant information through sources of their own selection, including but not limited to consulting or having the opportunity to consult with legal counsel of their own choosing. In executing this Agreement, no Party has relied upon any statements of any other Party or any third party concerning the meaning or import of this Agreement or any portion thereof. This Agreement was negotiated between the Parties at arm's length and was prepared by and among each Party and/or their duly appointed attorneys or representative(s). Accordingly, the Parties expressly waive the provisions of Civil Code section 1654 and acknowledge and agree that the Agreement shall not be deemed prepared or drafted by any one Party, and shall be construed accordingly. The Parties further represent that they have, as of the date of execution of this Agreement, the legal capacity and authority to sign this Agreement.

Section 4.2 Severability. If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the Parties. However, if the intent of the Parties cannot be preserved, this Agreement shall be renegotiated to provide each Party with the benefits originally intended hereunder.

Section 4.3 Integration. The Recitals set forth above are hereby incorporated in and made a part of this Agreement by this reference. This Agreement contains the entire and only understanding between the Parties with respect to the subject matter hereof and supersedes any prior or collateral agreements, negotiations, and communications in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise, or condition in connection therewith not incorporated herein shall not be binding upon any Party.

Section 4.4 Recording of Agreement. Owner may record this Agreement in the Office of the County Recorder of the County of Fresno.

Section 4.5 Conflict with Law. To the extent this Agreement contains provisions in conflict with State or federal law, including judicial or administrative decisions, the State or federal law shall control. Notwithstanding the foregoing, this Agreement shall control over

inconsistent provisions in the City of Clovis Municipal Code, as it exists on the date of this Agreement.

**[Signatures commence on the following page.]**

WHEREFORE, the Parties hereto, by their signatures below, enter into this Agreement.

CITY OF CLOVIS

OWNER

Signed: \_\_\_\_\_  
By: John Holt, City Manager

Signed: \_\_\_\_\_  
By:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

Signed: \_\_\_\_\_  
By:

Signed: \_\_\_\_\_  
By: Briana Parra, City Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Fresno )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 19, 2024

SUBJECT: Consider items associated with approximately 333 acres of land located adjacent to the north side of Highway 168 from Armstrong Avenue to Owens Mountain Parkway; otherwise known as the City of Clovis Research and Technology Park. Various property owners; City of Clovis, applicant.

a. Consider Approval - Res. 24-\_\_\_\_, GPA2021-007, A request to amend the General Plan to correctly designate the Research and Technology Park boundary in Focus Area 6, incorporate amendments allowing campus-affiliated housing within the Research and Technology Park and include the existing P-C-C and P-F zone districts as consistent zone districts within the MU-BC land use designation; and

b. Consider Introduction - Ord. 24-\_\_\_\_, OA2021-004, A request to amend the Clovis Development Code as a cleanup action to further define the MU-BC land use designation to allow for certain ancillary campus-affiliated housing uses in the R-T zone district, add development standards for the campus-affiliated housing uses and establish an R-T overlay zone district; and

c. Consider Introduction - Ord. 24-\_\_\_\_, R2021-010, A request to rezone approximately 63 properties inconsistently zoned within the designated Research and Technology Park plan area from the R-A, R-1-AH, R-1-7500, R-1-8500 and C-P zone districts to the R-T zone district or R-T overlay zone district; and

d. Consider Approval – Res. 24-\_\_\_\_, A request to amend the Clovis Research and Technology Architectural Guidelines to add development and design standards for campus-affiliated housing consistent with the General Plan and Development Code.

**Staff:** McKencie Perez, Senior Planner

**Recommendation:** Approve

- ATTACHMENTS:
1. Res. 24-\_\_\_\_, GPA2021-007
  2. Ord. 24-\_\_\_\_, OA2021-004
  3. Ord. 24-\_\_\_\_, R2021-010
  4. Res. 24-\_\_\_\_, Guidelines
  5. Letters from community members
  6. Comments from Departments/Agencies
  7. Environmental Document

### **RECOMMENDATION**

Staff and the Planning Commission recommend that the City Council take action to approve each of the four components of the proposed Project as outlined in the subject title of this item.

### **EXECUTIVE SUMMARY**

The proposed Research and Technology (“R-T”) Park Cleanup Project includes amendments to the City of Clovis General Plan, Development Code, Zoning, and Clovis Research and Technology Park Architectural Guidelines (“Architectural Guidelines”) for approximately 333 acres of land designated as the Clovis R-T Park (“Project”).

The purpose of these amendments is to correct inconsistencies between the aforementioned documents and to facilitate development within the R-T Park in an efficient manner.

### **BACKGROUND**

In 1997, the City Council directed Staff to evaluate the potential of designating ±180 acres as a R-T Park. Following the preparation of a feasibility study, City Council directed Staff to proceed with implementation and the R-T Park was established by re-designating ±180 acres to the Mixed-Use land use designation to create the plan area in 1999. Subsequent approvals established zoning for the R-T Park, expanded its boundaries, and accommodated the development of the California Health Sciences University (“CHSU”) within the R-T Park, as follows:

- In 2001, the R-T zone district was created, and the first 80 acres of the plan area were rezoned to the R-T zone district.
- In 2008, the City Council adopted the Architectural Guidelines and in 2009 an additional ±153 acres (known as Phase III) were added to the plan area for a total of ±333 acres.
- In 2016, the City approved an administrative use permit (“AUP”) to allow the development of the CHSU, including the approval of a campus master plan. The campus master plan included a site for student housing on approximately 24.5 acres of the campus located west of Locan Avenue and north of the Owens Mountain Parkway alignment.
- At its January 4, 2021, meeting, the City Council initiated the R-T Park Cleanup Project to amend both the Development Code and General Plan.

- At its February 8, 2021, meeting, the City Council also approved a Memorandum of Understanding (“MOU”) to memorialize the mutual understanding of the City and CHSU with respect to the development of an expanded campus, including campus-affiliated housing on up to 70 acres, and to serve as a guide for the development of the campus. The approval of an updated campus master plan, as well as approval of the individual projects within the master plan (including campus-affiliated housing) continue to be subject to City land use entitlements and environmental review under the California Environmental Quality Act (“CEQA”).

The proposed Project pertains only to the cleanup actions that are a result of several policy actions and changes spanning decades. The proposed Project would amend the General Plan, Development Code, Zoning, and the Architectural Guidelines. These actions are intended to retire existing, nonconforming zoning within the R-T Park and remove inconsistencies between the General Plan, Development Code, Zoning, and Architectural Guidelines to streamline future development within the R-T Park.

## **PROPOSAL AND ANALYSIS**

In response to the direction provided by the City Council in 2021, the Project proposes to update the General Plan, Development Code, Zoning, and Architectural Guidelines to achieve consistency with the plans for the R-T Park area (Figure 1 below). The corrections will also clarify uses that are intended to be permitted as part of the CHSU campus.

### **General Plan Amendment**

#### General Plan Amendment Cycles

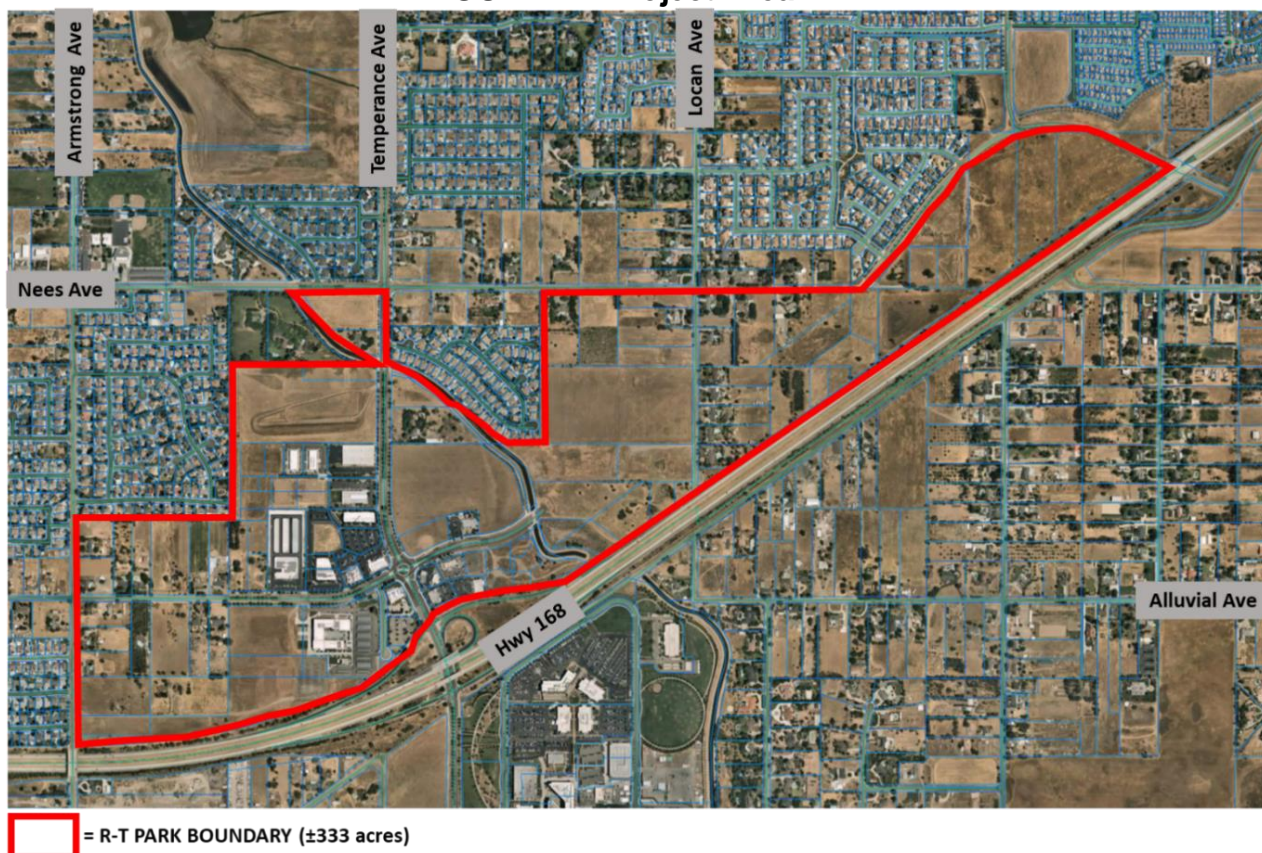
State law prohibits a local agency from amending its general plan more than four times during any calendar year (with certain exceptions for affordable housing projects, court orders, etc. – Government Code § 65358). Multiple changes can be made during each of the four amendments, and the changes can be in conjunction with different, unrelated projects. For this reason, development projects requiring general plan amendments (GPAs) are frequently grouped into batches or cycles so that final action can occur on multiple projects with GPAs at the same City Council meeting and count as only one of the four amendments. The GPA currently under consideration is the only amendment being considered in conjunction with GPA Cycle 3 of 2024.

#### General Plan Amendment Proposal

The City’s existing General Plan was adopted in 2014. Based on the existing General Plan, the map depicting the boundary for the R-T Park (Focus Area 6) incorrectly shows the area that has been planned for the R-T Park. Therefore, a GPA is needed to correct this technical inaccuracy. The amendment would also clarify that campus-affiliated housing is permitted within the R-T Park. Finally, the description of the Mixed Use/Business Campus (“MU-BC”) land use designation would be modified to confirm that the existing P-C-C (Planned Commercial Center) and P-F (Public Facilities) zone districts are consistent within this land use designation. The proposed modifications are outlined in detail in **Attachment 1A**. Below is a summary of the modifications:

- Modify Figure LU-4 (Focus Areas and Specific Plans) to include the entire R-T Park boundary for Focus Area 6.
- Modify Table LU-2 (Land Use Designations) of the General Plan to include educational and residential uses ancillary to the CHSU campus, including campus-affiliated housing as consistent uses in the MU-BC land use designation.
- Modify Table LU-3 (General Plan and Zoning Consistency) of the General Plan to include the P-C-C (Planned Commercial Center) and P-F (Public Facilities) zone districts as consistent zone districts within the MU-BC land use designation. These zone districts have already been applied to properties within the R-T Park and would not be expanded within the R-T Park area. The proposed amendment would simply confirm that these existing zone districts are consistent with the MU-BC land use designation.
- Modify Table LU-4 (Mixed-Use Focus Areas and Specific Plans) to include campus-affiliated housing as ancillary uses to the CHSU campus.

**FIGURE 1 – Project Area**



## **Development Code Amendment**

The proposed Project would further define the MU-BC land use designation to allow for campus-affiliated housing in the R-T zone district, add design guidelines for campus-affiliated housing, and create a R-T overlay zone district. The objective of these actions is to create and maintain consistency among the applicable plans and policies while maintaining the intent of the City's vision for the R-T Park. Below is a summary of the modifications:

### *Section 9.14.010, Purpose of chapter, applicability*

- Add language for projects within the R-T zone district specifying that compliance with the R-T Park Architectural Guidelines is required.

### *Section 9.14.020, Table 2-6, Allowable Uses and Permit Requirements for Industrial Zoning Districts*

- Modify the "Schools, Specialized Education and Training" use to clarify that the use includes Campus-affiliated Housing and add a footnote.
- Add a footnote to address Campus-affiliated Housing.

### *Section 9.14.030, Table 2-7, Industrial Zoning Districts, General Development Standards, Requirements by Individual Zoning District*

- Update language in footnote #11 for the R-T (Commercial Component) to specify standards have been established.
- Add a "Campus-affiliated Housing – Single-Family" category with development standards.
- Add a "Campus-affiliated Housing – Multi-Family" category with development standards.
- Add footnotes to address the Architectural Guidelines, future deviations, and setbacks.

### *Chapter 9.18, Overlay/Combining Zoning Districts*

- Add Section 9.18.060 for a R-T overlay zone district to facilitate a transition to the R-T Park zone district while allowing owners to retain their existing residential uses. The overlay will allow existing residential uses to remain in conformance with their residential zone district.

### *Section 9.120.020, Definitions of land uses, specialized terms, and phrases*

- Revise the "Schools, specialized education, and training" definition to clarify that campus-affiliated housing is permitted as part of a university campus.

The proposed modifications are outlined in detail in **Attachment 2**.

### Rezone

The current general plan land use designation for the R-T Park is MU-BC, which allows a mixture of research and technology uses and will remain unchanged. The corresponding zone district should be the R-T zone district; however, there are parcels within the R-T Park that currently maintain residential zoning. Additionally, the General Plan does not specifically require that properties be rezoned to the R-T zone district, creating uncertainty as to whether alternate zone districts (Industrial, Manufacturing, Office) are acceptable means of implementing the General Plan for these properties. Therefore, in order to bring the zoning into consistency with the MU-BC land use designation, a rezone is needed. Three (3) rezone options were made available for properties within the R-T Park that would be consistent with the MU-BC land use designation. Below is a summary of the options:

- Option 1 – Rezone the property to the R-T zone district. This is the option utilized for vacant properties or properties where the owners do not intend to preserve an existing residential use.
- Option 2 – Retain the base residential zoning and have a R-T overlay zone district allowing for existing residential properties to remain residential, while also allowing for R-T Park development should those properties choose to develop per the R-T standards. This is the option selected by property owners who desire to retain an existing residential use of the property.
- Option 3 – The same as Option 2 but with the addition of a rezone agreement with the City. The rezone agreement provides an additional layer of assurance to property owners that relate to the continued use of existing residential uses.

After working with the affected owners to identify their preferred option, the City is proposing to rezone sixty-three (63) properties within the R-T Park as summarized below and outlined in more detail in **Attachment 3**. Approximately fifty-seven (57) properties within the R-T Park are already appropriately zoned and are not included in the rezoning.

- Rezone forty-one (41) properties from the residential or office zone districts to the R-T zone district.
- Rezone fourteen (14) properties to include the R-T overlay zone district with their existing residential zone district (i.e., R-A/R-T).
- Rezone eight (8) properties to include the R-T overlay zone district with their existing residential zone district (i.e., R-A/R-T) and enter into an agreement with the City of Clovis.

## **Clovis Research and Technology Park Architectural Guidelines**

Due to the cleanup of the various City plans, the Project proposes to update the Architectural Guidelines to reflect the design and development standards of the campus-affiliated housing. The modifications will add design and development standards for campus-affiliated housing, similar to those proposed in the Development Code. A more detailed outline can be found in **Attachment 4A**.

### **Public Outreach**

Since the City Council meeting on January 4, 2021, staff has held six (6) public meetings. The first two (2) meetings were for property owners within the R-T Park where parcels are proposed to be rezoned. The next four (4) meetings were scheduled as neighborhood meetings for property owners within the R-T Park and property owners within 800 feet of the R-T Park boundary.

#### Property Owner Meetings

The property owner informational meetings were held on April 27, 2021, and September 9, 2021, at the CHSU campus. At the first meeting, City staff discussed the R-T Park background, reasons for the Project cleanup, pros and cons of the rezone, the future development of the R-T Park, and available rezone options. City staff requested feedback and input from the residents. Generally, residents expressed concerns and questions pertaining to, but not limited to, property values, development timelines, and the loss of the existing residential use. At the second meeting, City staff provided a recap of the previous meeting, discussed the rezone options, and next steps. The CHSU representatives also attended the meeting and provided a presentation of their master plan.

#### Neighborhood Meetings

The first neighborhood meeting was held virtually on January 21, 2022. The second and third neighborhood meetings were held on March 2, 2022, and April 6, 2022, at the Dry Creek Elementary School. The fourth neighborhood meeting was held on July 30, 2024, at the Clovis Transit Center. At the meetings, staff provided an overview of the Project, solicited feedback regarding the Project, and discussed the next steps. Representatives of CHSU also presented to the residents and had student and faculty speakers at the second neighborhood meeting. All four (4) of the neighborhood meetings were well attended, including several dozen participants (more than 100) for the first three meetings and around 25 people for the fourth meeting. The discussion was overwhelmingly focused on the potential for campus-affiliated housing (apartment-style housing) to be developed on approximately twenty (20) acres of property west of Temperance Avenue and south of Nees Avenue. Few comments addressed other topics associated with the Project. Some neighbors expressed doubt regarding the need for as much campus-affiliated housing as had been envisioned by the MOU, and some suggested that the future units would be occupied by the general public rather than CHSU students.

At the fourth neighborhood meeting, there was concern raised regarding the proposed height of the multi-family campus-affiliated housing being up to 45 feet/3 stories. Staff is recommending a proposed modification to the height requirement that is outlined under the *Proposed Modifications Since the Planning Commission Meeting* section below.



Staff has received several letters in opposition and support from members of the community, which are attached to this staff report for the City Council's review and consideration (see **Attachment 5**).

#### *Relationship Between Neighborhood Concerns and the Proposed Project*

Through the approval of the initial campus master plan in 2016, the City identified campus-affiliated housing as an appropriate part of the CHSU campus in the R-T zone district. The 2016 approval specifically provided for 24.5 acres of student housing on the east side of Temperance Avenue. In conjunction with the 2021 MOU, CHSU identified the need for additional housing and the City Council ultimately concurred. The MOU anticipates up to seventy (70) acres of campus-affiliated housing, including approximately twenty (20) acres at the Temperance and Nees location that the neighborhood has expressed concerns about.

Per the MOU, campus-affiliated housing is subject to a restrictive covenant which provides that no parcel or portion of land designated for campus-affiliated housing may be sold without first offering the parcel or land for sale to the CHSU for a period of no less than thirty (30) days. Additionally, the operational rules for any multi-family campus-affiliated housing shall include provisions for targeted marketing to students, faculty, and campus personnel as a first priority and leasing alternatives or terms available to students, faculty, and campus personnel that are not available to the general public.

The twenty (20) acre property west of Temperance Avenue that is the primary focus of neighborhood concerns is within the boundary of the area planned for the R-T Park and has a MU-BC general plan designation. The current zoning of R-A will be changed to R-T in conjunction with the project. Although the City determined in 2016 that campus-affiliated housing is an appropriate component of the CHSU campus within the R-T zone district, the General Plan and Development Code does not speak directly to that topic. To clarify this issue moving forward, the Project proposes to add language to the General Plan and Development Code confirming that campus-affiliated housing is permitted as part of the CHSU campus within the R-T Park. This clarification, together with the MOU which identifies campus-affiliated housing on the property, has caused the neighbors to voice their concerns.

#### *Planning Commission Hearing*

On Thursday, June 27, 2024, the Planning Commission considered the Project, with staff presenting the Project alongside its recommendations and detailed information as described in the staff report. Staff also outlined additional public comments received after the report's completion in a memorandum and during the presentation. Residents from the surrounding area attended and voiced their opposition to the project. Key concerns raised included:

- Increased traffic and crime due to the Project.
- Permitting campus-affiliated housing within the R-T Park.
- Amount of campus-affiliated housing compared to student enrollment.
- Campus-affiliated housing being sold to the public after 30 days of availability to the school.
- Height and setbacks of campus-affiliated housing.
- No environmental impact report prepared for the Project.

After discussions, the Planning Commission voted to recommend that the City Council approve the entitlements associated with the Project with minor modifications requested by Staff during the presentation. All the items were approved with a vote of 4-0-1, with Commissioner Hebert absent.

### Public Meeting Notice

A public notice was sent to area residents within 800 feet of the Project boundaries. Staff has received two (2) comment letters from community members, which are attached to this staff report for the City Council's review and consideration (see **Attachment 5**).

The City published notice of this public hearing in *The Business Journal* on Friday, August 2, 2024.

### **Proposed Modifications Since the Planning Commission Meeting**

Since the Planning Commission hearing and the fourth neighborhood meeting, Staff has identified a few additional modifications to the Project that are reflected in recommended amendments. They are listed below:

- GPA2021-007
  - Revise Tables LU-2 and LU-4 and remove language specifically referencing CHSU. This change would retain the clarity that campus-affiliated housing is permitted in the MU-BC land use designation and Focus Area 6, but would remove the specific reference to CHSU, because the general plan does not generally refer to specific business entities.
- OA2021-004:
  - Remove the minimum density requirement outlined in Table 2-7 for the multi-family component to be consistent with the density outlined in Focus Area 6 of the General Plan. This provides greater flexibility for a range of product types and does not require a future project to provide a minimum number of units.
  - Revise footnote 6 for Table 2-6 and the definition for a school, specialized education, or training facility to remove language specifically referencing CHSU. This change would retain the clarity that campus-affiliated housing is permitted in the R-T Zone, but would remove the specific reference to CHSU, because the development code does not generally refer to specific business entities.
  - Revise the proposed maximum height requirement for the multi-family component of the campus-affiliated housing from 45 feet/3 stories to 35 feet/2 stories. This change will reduce potential height of apartment-style housing as requested by property owners in the vicinity of the property which has been identified for such housing.
- R2021-010:
  - A property owner within the Project boundary originally selected Option 1 and has since changed to Option 3.
- Architectural Guidelines:
  - Remove the minimum and maximum density outlined in the single-family development features table to be consistent with the density outlined in the Development Code.

- Remove the minimum density outlined in the multi-family development features table to be consistent with the Development Code.
- Revise the proposed maximum height requirement for the multi-family component of the campus-affiliated housing from 45 feet/3 stories to 35 feet/2 stories.

The resolutions and ordinances for the Project have been updated to reflect the proposed modifications mentioned above.

### **Review and Comments from Agencies**

The Project was distributed to all City divisions as well as outside agencies, including Caltrans, Clovis Unified School District, Fresno Irrigation District, Fresno Metropolitan Flood Control District, AT&T, PG&E, San Joaquin Valley Air Pollution Control District, State Department of Fish and Wildlife, County of Fresno, and the Fresno Local Agency Formation Commission (LAFCo).

Comments received are attached (**Attachment 6**) 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.

### **California Environmental Quality Act**

The R-T Park area underwent environmental review on two (2) separate occasions to consider the entire approximately 333 acres. The first approximately 188 acres of land designated for the R-T Park was approved and the environmental impact report ("EIR") was certified by the Clovis City Council in June 1999. The R-T Park expansion, which added approximately 153 acres (known as Phase III), was approved in conjunction with the certification of a separate EIR in August 2009. Additionally, an EIR was certified for the General Plan in 2014, which considered the environmental impacts associated with buildout of properties with the MU-BC land use designation, including the planned R-T Park. The MU-BC designation provides for a range of industrial, commercial, and institutional uses, along with residential densities up to 25 dwelling units per acre.

The proposed amendments associated with this Project do not effectuate any physical change to the environment, but rather allow the R-T Park area to develop the way the General Plan intended. The proposed General Plan and Development Code text changes also clarify the City's policy interpretation as to the allowance for campus-affiliated housing in conjunction with a university. While future development within the R-T Park could result in potential environmental effects, approving the proposed amendments themselves will not, because the proposed amendments do not, in and of themselves, apply to any physical development or use. To the extent that individual projects are proposed in the future, including but not limited to an AUP for an expanded CHSU campus, those projects will be assessed and required to comply with the provisions of CEQA. Increases in intensity and density will be reviewed at the time of project submission and mitigated accordingly. The Project amendments merely create a framework that achieves consistency between the City's planning documents as they relate to the R-T Park and clarify the City's previous policy interpretations. As such, the proposed amendments will permit future applications to apply for development within the plan area but will not intensify existing uses at the time the proposed amendments are approved.

Based on these factors, the City has determined that the proposed Project amendments are consistent with the City's General Plan and that potential impacts associated with the project were evaluated in the EIRs prepared in conjunction with the 2001 and 2009 actions to establish the R-T Park and the 2014 General Plan EIR. No impacts peculiar to the Project, or impacts not previously evaluated, have been identified. Therefore, the proposed amendments for the Project are exempt from CEQA pursuant to a Finding of Consistency with the General Plan set forth in section 15183 of the CEQA Guidelines. Refer to the additional analysis outlined in **Attachment 7**.

## **Project Findings**

### General Plan Amendment Findings and Analysis

In order to approve an amendment to the General Plan, specific findings must be made. Those include the following:

1. The proposed amendment is internally consistent with the goals, policies, and actions of the General Plan.

*The Project is consistent with the following goals and policies of the General Plan and would contribute to the economic vitality of an area that is planned for employment opportunities. The Project would also enhance the opportunities available for the existing educational institution.*

- *Land Use Goal 5: A city with housing, employment, and lifestyle opportunities for all ages and incomes of residents.*
- *Land Use Policy 5.1: Housing variety in developments. The Clovis General Plan has been planned to provide a variety of housing product types suitable to each stage of a person's life. Each development should contribute to a diversity of housing sizes and types within the standards appropriate to the land use designation. This policy does not apply to projects smaller than five acres.*
- *Land Use Policy 5.2: Ownership and rental. Encourage a mixture of both ownership and rental options to meet varied preferences and income affordability needs.*
- *Economic Goal 2: A thriving local economy enriched by its connections and linkages to regional assets and to the national and global communication and transportation networks.*
- *Economic Policy 2.3: Clovis Community Medical Center. Maintain and enhance a collaborative relationship with Clovis Community Medical Center and other medical service providers to expand and attract health care businesses.*

- *Economic Policy 2.6: Education linkages. Improve and use relationships with the Clovis, Fresno, and Sanger Unified School Districts; Willow International Community College; and other current and future educational institutions and organizations to enhance the education, skills, and qualifications of the regional and local labor force.*
  - *Economic Goal 6: Institutional capacity to achieve economic development goals and realize the community's vision.*
  - *Economic Policy 6.7: Long-term thinking. The City may prioritize investments in economic development, which may generate long-term returns, versus investments in shorter-term projects and programs.*
2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

*The Project was determined not to be detrimental to the public interest, health, safety, convenience, or general welfare of the City. During review of the Project, agencies and City departments had the opportunity to review the Project to ensure consistency with their requirements.*

3. If applicable, the parcel is physically suitable (including absence of physical constraints, access, and compatibility with adjoining land uses, and provision of utilities) for the requested/anticipated project.

*Because this finding applies to physical suitability of a parcel, this finding is not applicable to the proposed Project.*

4. There is a compelling reason for the amendment.

*The Project will correct inconsistencies between the aforementioned documents and bring the City's R-T Park into alignment with the goals of the Clovis City Council.*

#### Ordinance Amendment Findings and Analysis

The following are findings required to approve an ordinance amendment. Some of these findings overlap with those detailed in the *General Plan Amendment Findings and Analysis* section and will reference the information provided therein:

1. The proposed amendment is consistent with the goals, policies, and actions of the General Plan.

*The proposed modifications are consistent with the goals, policies, and actions of the General Plan. Refer to General Plan Amendment Finding and Analysis #1.*

2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

*Refer to General Plan Amendment Finding and Analysis #2.*

3. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

*The proposed amendments outline specific development standards for campus-affiliated housing, an ancillary use to the CHSU campus. No conflicts with any other provision of the Development Code have been identified.*

### Rezone Findings and Analysis

The subsequent findings are necessary to approve a rezone amendment. It is essential to note that these findings overlap with those detailed in the preceding *General Plan Amendment Findings and Analysis* section and will reference the information provided therein:

1. The proposed amendment is consistent with the goals, policies, and actions of the General Plan.

*The proposed modifications are consistent with the goals, policies, and actions of the General Plan. Refer to General Plan Amendment Finding and Analysis #1.*

2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

*Refer to General Plan Amendment Finding and Analysis #2.*

3. The parcel is physically suitable (including absence of physical constraints, access, and compatibility with adjoining land uses, and provision of utilities) for the requested/anticipated project.

*Refer to General Plan Amendment Finding and Analysis #3.*

### **FISCAL IMPACT**

The proposed amendments were prepared by Staff and no fiscal impact would occur. The recommended amendments are expected to encourage and facilitate further development within the R-T Park, which would have an overall positive fiscal impact.

### **REASON FOR RECOMMENDATION**

At its January 4, 2021, meeting, Clovis City Council initiated the R-T Park amendments to both the General Plan and Development Code. Staff has incorporated the necessary changes to remove the inconsistencies that created uncertainty as to what development is intended to occur within the R-T Park area and what standards should be applied. The proposed Project will remove those conflicts and inconsistencies relative to the R-T Park and allow development to move forward more efficiently.

**ACTIONS FOLLOWING APPROVAL**

The second reading and adoption of the proposed ordinances will occur at the September 3, 2024, City Council meeting or as soon thereafter as possible.

**CONFLICT OF INTEREST**

Councilmember Basgall is employed by the CHSU, which has a MOU with the City that addresses various issues with the CHSU campus development including the potential development of campus-affiliated housing. The decision on this item will impact the MOU and the planned development of the CHSU campus.

Prepared by: McKencie Perez, Senior Planner

Reviewed by: City Manager *JA*

**RESOLUTION 24-\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
 APPROVING GENERAL PLAN AMENDMENT 2021-007 AS PART OF THE THIRD  
 GENERAL PLAN AMENDMENT CYCLE OF 2024, AMENDING THE 2014 CLOVIS  
 GENERAL PLAN LAND USE ELEMENT TO CORRECT THE BOUNDARY OF THE  
 RESEARCH AND TECHNOLOGY PARK, TO LIST CAMPUS-AFFILIATED HOUSING AS  
 AN ANCILLARY USE WITHIN THE RESEARCH AND TECHNOLOGY PARK, AND TO  
 IDENTIFY ADDITIONAL ZONE DISTRICTS AS BEING CONSISTENT WITH THE MIXED  
 USE/BUSINESS CAMPUS LAND USE DESIGNATION**

**WHEREAS**, the City of Clovis, 1033 Fifth Street, Clovis, CA 93612 (“City”), initiated an application for General Plan Amendment (“GPA”) 2021-007 to amend the 2014 General Plan Land Use Element to correct the Research and Technology (“R-T”) Park boundary in Focus Area 6, to list campus-affiliated housing as an ancillary use within the R-T Park, and to identify additional zone districts as being consistent zoning with the Mixed Use/Business Campus (MU-BC) land use designation (“Project”); and

**WHEREAS**, the initiation of the Project was approved by the Clovis City Council on January 4, 2021, to correct inconsistencies between the General Plan and the City’s Development Code and to allow development consistent with the R-T Park Zone District within the area planned for the City’s R-T Park; and

**WHEREAS**, GPA2021-007 proposes to amend Table LU-2, Table LU-3, Table LU-4 and Figure LU-4 of the General Plan Land Use Element; and

**WHEREAS**, GPA2021-007 constitutes the Third General Plan Amendment Cycle of 2024; and

**WHEREAS**, buildout of the R-T Park was evaluated through two (2) separate environmental impact reports (“EIR”) certified by the City in 1999 and 2009 for the R-T Park, in conjunction with adoption of the Clovis General Plan and Development Code Update EIR (State Clearing House No. 2012061069); and

**WHEREAS**, proposed GPA2021-007 is exempt from further environmental review under the California Environmental Quality Act (“CEQA”) pursuant to a Finding of Consistency with the City’s General Plan in accordance with section 15183 of the CEQA Guidelines; and

**WHEREAS**, at its June 27, 2024, meeting, the Clovis Planning Commission conducted a duly noticed public hearing and considered the Finding of Consistency in conjunction with the Project, together with comments received and public comments, and the entire public record and approved a resolution recommending that the City Council approve GPA2021-007; and

**WHEREAS**, the Planning Commission’s recommendation was forwarded to the City Council for the Council’s consideration; and



**WHEREAS**, the City published a notice of the public hearing for GPA2021-007 in *The Business Journal* on August 2, 2024, mailed public notices to property owners within 800 feet of the Project on August 2, 2024, more than ten (10) days prior to the City Council hearing, and otherwise posted notice of the public hearing in accordance with applicable law; and

**WHEREAS**, a duly noticed City Council public hearing was held on August 19, 2024; and

**WHEREAS**, the City Council considered the Finding of Consistency in conjunction with the Project, together with comments received and public comments, and the entire public record; and

**WHEREAS**, the City Council has had an opportunity to review and consider the entire administrative record relating to the Project, which is on file with the City's Department of Planning and Development Services, and reviewed and considered those portions of the administrative record determined to be necessary to make an informed decision, including, but not necessarily limited to, the staff report, the written materials submitted with the request, and the verbal and written testimony and other evidence presented during the public hearing ("Administrative Record").

**NOW, THEREFORE, BASED UPON THE ENTIRE RECORD OF THE PROCEEDINGS, THE CITY COUNCIL RESOLVES AND FINDS AS FOLLOWS:**

1. In accordance with section 15183 of the CEQA Guidelines, the proposed GPA2021-007 is exempt from further environmental review under CEQA pursuant to a Finding of Consistency with the City's General Plan.
2. The Project satisfies the required findings for approval of a general plan amendment, as follows:
  - a. GPA2021-007 is internally consistent with the goals, policies, and actions of the General Plan.
  - b. GPA2021-007 would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.
  - c. There is a compelling reason for the amendment, as the proposal corrects inconsistencies between the General Plan and Development Code and brings the City's Research and Technology Park into alignment with the goals of the Clovis City Council.
3. GPA2021-007, as outlined in **Attachment A**, is hereby approved.
4. GPA2021-007 is hereby approved as the Third General Plan Amendment Cycle of 2024.

5. The basis for the findings is detailed in the August 19, 2024, staff report, which is hereby incorporated by reference, the entire Administrative Record, as well as the evidence and comments presented during the public hearing.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 19, 2024, by the following vote, to wit:

- AYES:
  - NOES:
  - ABSENT:
  - ABSTAIN:
- DATED:

\_\_\_\_\_  
Mayor

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

## General Plan Changes

### **SECTION 1: GP CHANGE #1: LAND USE ELEMENT – TABLE LU-2**

Amend the Land Use Designations legend to reflect a modified Description of Typical Uses for the Mixed Use/Business Campus land use designation.

Land Use Designation and Density / Intensity Range	Description of Typical Uses
Mixed Use/Business Campus (MU-BC) Max FAR 4.0 15.1–25.0 du/ac	Higher intensity mix of employment generating businesses drawing from land uses permitted in the Office and Industrial designations. Live/work is also permitted. Commercial uses are generally prohibited except as uses clearly ancillary to the employment-generating office and industrial uses. <u>Educational and Residential uses ancillary to a school, specialized education, or training facility are permitted, including campus-affiliated housing.</u>

### **SECTION 2: GP CHANGE #2: LAND USE ELEMENT - TABLE LU-3**

Amend the General Plan and Zoning Consistency legend to reflect a modified Zoning District for the Mixed Use/Business Campus land use designation.

General Plan Land Use Designation	Zoning District
Mixed Use/Business Campus (MU-BC)	Administrative/Professional Office (C-P) All industrial districts Urban Center (U-C) <u>Planned Commercial Center (P-C-C)</u> <u>Public Facilities (P-F)</u>

### **SECTION 3: GP CHANGE #3: LAND USE ELEMENT - TABLE LU-4**

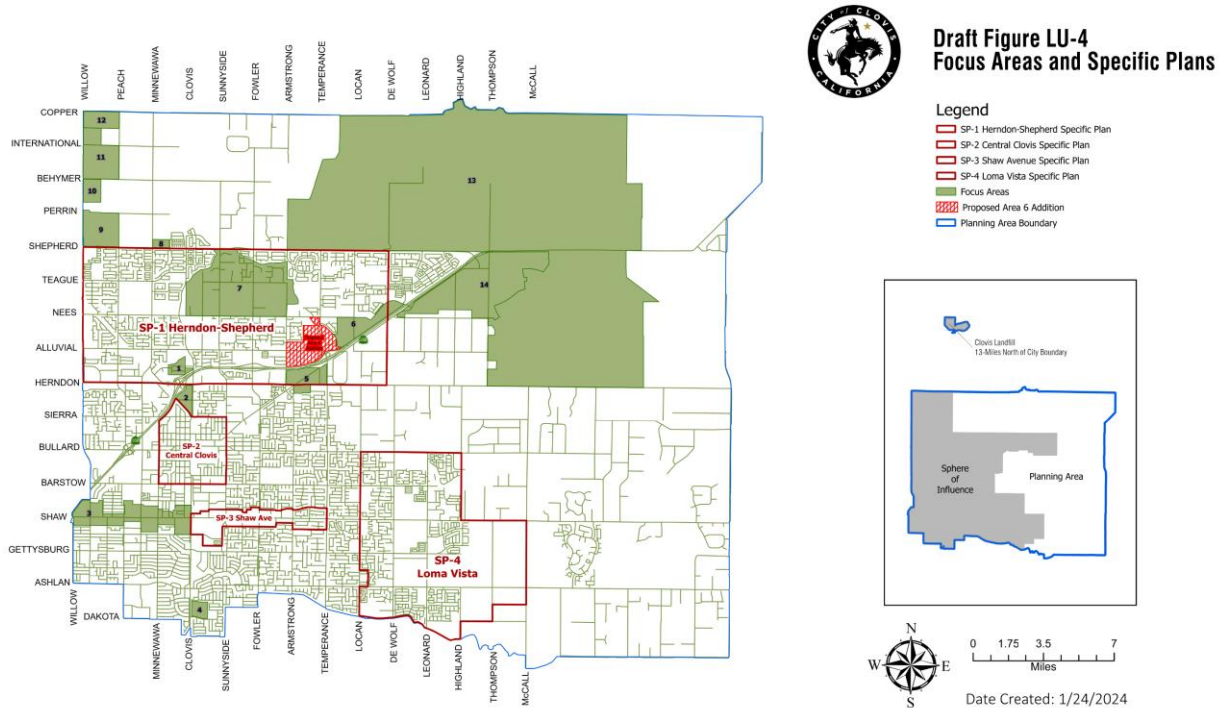
Amend the Mixed-Use Focus Areas and Specific Plans legend to reflect modifications to Focus Area 6.

Area	Primary Land Uses	Additional Uses Allowed	Design Features and Other Direction
6	Research and Technology Business Park <del>Phase 3</del>	- Live/Work - Existing residential uses - <u>Campus-affiliated Housing (up to 25 du/ac)</u>	- Existing residential uses as of 2014 shall continue to be permitted uses. Live/work uses are permitted south of Nees Avenue on Locan Avenue. <u>Residential uses ancillary to a school, specialized education, or training facility are</u>

Area	Primary Land Uses	Additional Uses Allowed	Design Features and Other Direction
			<p><u>permitted for campus-affiliated housing.</u> No other new residential is permitted.</p>

**SECTION 4: GP CHANGE #4: LAND USE ELEMENT – FIGURE LU-4**

Amend the Focus Area and Specific Plans figure to reflect the correct boundary for Focus Area 6.



## ORDINANCE 24-\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING CHAPTERS 9.14, 9.18 AND 9.120 OF TITLE 9 [DEVELOPMENT CODE] OF THE CLOVIS MUNICIPAL CODE TO MODIFY THE MIXED USE/BUSINESS CAMPUS LAND USE DESIGNATION TO INCLUDE CAMPUS-AFFILIATED HOUSING USES IN THE R-T ZONE DISTRICT, ADD DEVELOPMENT STANDARDS AND ESTABLISH A R-T OVERLAY ZONE DISTRICT**

**WHEREAS**, the City's current Development Code, located under Title 9 of the Clovis Municipal Code ("Development Code"), was adopted by the City Council on October 8, 2014 and has been amended from time to time pursuant to procedures and criteria included in Chapter 9.86 of the Development Code; and

**WHEREAS**, the City of Clovis, 1033 Fifth Street, Clovis, CA, 93612 ("City"), initiated an application for Ordinance Amendment ("OA") 2021-004 to amend the Development Code to correct inconsistencies between the General Plan and Development Code and to confirm the allowance for campus-affiliated housing in the R-T Park ("Project"); and

**WHEREAS**, the OA2021-004 proposes to amend Sections 9.14.010, 9.14.020, 9.14.030 and 9.120.020 of the Development Code and add Section 9.18.060 to the Development Code; and

**WHEREAS**, buildout of the R-T Park was evaluated through two (2) separate environmental impact reports ("EIR") certified by the City in 1999 and 2009, in conjunction with adoption of the Clovis General Plan and Development Code Update EIR (State Clearing House No. 2012061069); and

**WHEREAS**, proposed OA2021-004 is exempt from further environmental review under the California Environmental Quality Act ("CEQA") pursuant to a Finding of Consistency with the City's General Plan in accordance with section 15183 of the CEQA Guidelines; and

**WHEREAS**, at its June 27, 2024 meeting, the Clovis Planning Commission conducted a duly noticed public hearing and considered the Finding of Consistency and proposed OA2021-004, and thereafter voted and adopted a resolution recommending that the City Council approve OA2021-004; and

**WHEREAS**, the Planning Commission's recommendation was forwarded to the City Council for the Council's consideration; and

**WHEREAS**, the City published a notice of the public hearing for OA2021-004 in the *The Business Journal* on August 2, 2024, mailed public notices to property owners within 800 feet of the Project on August 2, 2024, more than ten (10) days prior to the City Council hearing, and otherwise posted notice of the public hearing in accordance with applicable law; and

**WHEREAS**, a duly noticed City Council public hearing was held on August 19, 2024; and

**WHEREAS**, the City Council considered the Finding of Consistency in conjunction with the Project, together with comments received and public comments, and the entire public record; and

**WHEREAS**, the City Council has had an opportunity to review and consider the entire administrative record relating to the Project, which is on file with the City's Department of Planning and Development Services, and reviewed and considered those portions of the administrative record determined to be necessary to make an informed decision, including, but not necessarily limited to, the staff report, the written materials submitted with the request, and the verbal and written testimony and other evidence presented during the public hearing ("Administrative Record").

**NOW, THEREFORE, BASED UPON THE ENTIRE RECORD OF THE PROCEEDINGS, THE CITY COUNCIL FINDS AS FOLLOWS:**

1. In accordance with section 15183 of the CEQA Guidelines, the proposed OA2021-004 is exempt from further environmental review under CEQA pursuant to a Finding of Consistency with the City's General Plan.
2. The Project satisfies the required findings for approval of an ordinance amendment, as follows:
  - a. OA2021-004 is internally consistent with the goals, policies, and actions of the General Plan.
  - b. OA2021-004 would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.
  - c. There is a compelling reason for the amendment. OA2021-004's modifications correct inconsistencies between the General Plan and Development Code and outline specific development standards for campus-affiliated housing, an ancillary use to the California Health Sciences University campus. No conflicts with any other provision of the Development Code have been identified.

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

Section 1 – Amendment to Section 9.14.010, subdivision(B) 5:

5. R-T (Research and Technology/Business Park) District. The R-T District is applied to areas appropriate for research- and technology-based land uses, within a business campus setting, that will ensure positive future growth in employment within the City; generate revenue to the City and higher than average wages or payroll; and ensure compatibility with local infrastructure, adjacent land uses, and natural resources. The R-T District is consistent with the Industrial and Mixed Use/Business Campus land use designations of the General Plan and the Business Campus designation of Herndon Shepherd Specific Plan. Development within the R-T District requires compliance with the R-T Park Architectural Guidelines.

Section 2 – Amendments to Section 9.14.020 (Table 2-6 & footnotes)

Land Use (1)(2)(3)(5)	Permit Requirement by District					
	C-M	M-P	M-1	M-2	R-T	See Section
<b>Education, Public Assembly, and Recreation</b>						
Schools, Specialized Education, <u>and Training, and Campus-affiliated Housing</u>	A(6)	A(6)	A(6)	A(6)	A(6)	<u>9.77</u>

Notes:

(6) Campus-affiliated Housing is only permitted in the R-T District when built in conjunction or ancillary to a permitted school, specialized education, or training facility, and may be subject to other requirements by the City to establish and maintain campus affiliation. Residential uses are required to be processed in conformance with Chapter 77 of this Code.

Section 3 – Amendments to Section 9.14.030 (Table 2-7 & footnotes)

**TABLE 2-7  
INDUSTRIAL ZONING DISTRICTS  
GENERAL DEVELOPMENT STANDARDS  
REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

Development Feature	R-T (11) (Commercial Component)
Minimum Parcel Size	6,000 sq. ft.
Minimum Parcel Width	60 ft. (minimum average)
Minimum Corner Parcel Width	100 ft. (minimum average)
Minimum Reverse Corner Parcel Width	100 ft. (minimum average)
Minimum Parcel Depth	100 ft. (minimum average)
Minimum Structure Size (gross floor area)	None
Setbacks Required	
Front	40 ft. Structures 30 ft. Parking <b>(10)</b>
Side (each)	10 ft.
Street side	40 ft. Structures 30 ft. Parking <b>(10)</b>
Rear	15 ft.
Maximum Parcel Coverage	33%

Development Feature	R-T (11) (Commercial Component)
Minimum Parcel Size	6,000 sq. ft.
Minimum Distance Between Structures on the Same Parcel	None
Main Structure - Maximum Height	35 ft. <b>(12)(13)</b>
Fences/Walls/Hedges	See Section 9.24.060 (Fences, Hedges and Walls)
Off-Street Parking	See Chapter 32 of this title (Parking and Loading Standards)
Satellite Antennas	See Chapter 42 of this title (Wireless Telecommunication Facilities)

**Notes:**

(11) Specific development standards ~~may be~~ have been established with the adoption of the R-T District for a site. Refer to the specific zoning for the site.

**TABLE 2-7**  
**INDUSTRIAL ZONING DISTRICTS**  
**GENERAL DEVELOPMENT STANDARDS**  
**REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

<u>Development Feature</u>	<u>R-T (14)(15) (Campus-affiliated Housing – Single- Family Component)</u>	<u>R-T (14)(15)(16) (Campus-affiliated Housing – Multi- Family Component)</u>
<u>Minimum Parcel Size</u>	<u>4,500 sq. ft.</u>	<u>8,500 sq. ft.</u>
<u>Minimum Parcel Width</u>	<u>50 ft.</u>	<u>60 ft.</u>
<u>Minimum Corner Parcel Width</u>	<u>50 ft.</u>	<u>65 ft.</u>
<u>Minimum Reverse Corner Parcel Width</u>	<u>50 ft.</u>	<u>70 ft.</u>
<u>Minimum Parcel Depth</u>	<u>90 ft.</u>	<u>120 ft.</u>
<u>Minimum (Gross) Density</u>	<u>-----</u>	<u>-----</u>
<u>Maximum (Gross) Density</u>	<u>-----</u>	<u>25 DU/acre</u>
<u>Setbacks Required (16)</u>		
<u>Front</u>	<u>15 ft. (20 ft. min. to garage, measured from back of sidewalk)</u>	<u>15 ft.</u>
<u>Side (each)</u>	<u>5 ft.</u>	<u>5 ft. (15 ft. if abutting residential lot)</u>



<u>Development Feature</u>	<u>R-T (14)(15) (Campus-affiliated Housing – Single- Family Component)</u>	<u>R-T (14)(15)(16) (Campus-affiliated Housing – Multi- Family Component)</u>
<u>Minimum Parcel Size</u>	<u>4,500 sq. ft.</u>	<u>8,500 sq. ft.</u>
<u>Street side</u>	<u>10 ft. 15 ft. (reverse corner) (12)(26)</u>	<u>10 ft. (18)</u>
<u>Rear</u>	<u>15 ft.</u>	<u>15 ft. (20 ft. if abutting residential lot)</u>
<u>Building to Building</u>	<u>-----</u>	<u>20 ft.</u>
<u>Maximum Parcel Coverage</u>	<u>45%</u>	<u>45%</u>
<u>Main Structure - Maximum Height</u>	<u>35 ft./2-1/2 stories</u>	<u>35 ft./2 stories</u>
<u>Accessory Structure – Maximum height</u>	<u>See Section 9.40.030 (Accessory uses and structures)</u>	<u>See Section 9.40.030 (Accessory uses and structures)</u>
<u>Fences/Walls/Hedges</u>	<u>See Section 9.24.060 (Fences, Hedges and Walls)</u>	<u>See Section 9.24.060 (Fences, Hedges and Walls)</u>
<u>Off-Street Parking</u>	<u>See Chapter 32 of this title (Parking and Loading Standards)</u>	<u>See Chapter 32 of this title (Parking and Loading Standards)</u>
<u>On-site Open Space</u>	<u>-----</u>	<u>260 sq. ft. of private or community open space per unit</u>

**Notes:**

- (12) Private garages located in the side yard area shall be set back at least twenty feet (20') from the property line on the side street and not less than five feet (5') from the rear property line of a reversed corner lot.
- (14) Specific residential development standards have been established in the R-T Park Architectural Guidelines and all residential development shall be developed in compliance with these design guidelines.
- (15) No additional deviations are permitted unless done through the Planned Development Permit or Variance process and approved by City Council.
- (16) Implement Noise Mitigation Measure #8 from the 1999 EIR (Resolution 99-59) addressing noise-mitigating setbacks within the R-T Park, which requires a minimum distance of approx. 200 feet be maintained between all structures and existing residences. A portion of this setback area shall be improved as a greenbelt or park. This distance can be decreased only with the submission of an acceptable noise study indicating that there will not be any significant acoustical impacts on adjacent land uses. The setback to the west property line shall not be less than 50', regardless of the results of a noise study.
- (18) A reverse corner parcel shall have a minimum street side setback of fifteen feet (15'), with a minimum of twenty feet (20') to the face of the garage door.

(26) A reverse corner lot may process an administrative use permit (AUP) to construct side yard fencing at five feet (5') from property line. There shall be a ten-foot (10') corner cut off for sight distance visibility.

Section 4 – Addition of Section 9.18.060

**9.18.060 – R-T (Research and Technology/Business Campus Overlay) District**

- A. Parcels with the R-T Overlay District are allowed to continue their existing single-family residential use in perpetuity. The continued residential use shall terminate upon approval of an entitlement for use under the R-T District and they may not revert back to the residential use.
- B. A R-T Overlay District shall be designated on the Zoning Map by the addition of an “R-T” suffix to the base zoning district designator.
- C. Parcels with the R-T Overlay District are not required to rezone to remove the base residential zone district.
- D. Parcels with the R-T Overlay District shall be located within Focus Area 6 and shall have a base zone district of R-A, R-1-AH, R-1-7500 or R-1-8500.

Section 5 – Amendment to Section 9.120.020 (s)

Schools, —specialized education, ~~and~~ training and campus-affiliated housing. Business, professional, secretarial schools, and vocational/trade schools offering specialized trade and commercial courses. Includes specialized non-degree-granting schools offering subjects including: art, ballet and other dance, drama, driver education, language, and music. Also includes seminaries and other facilities exclusively engaged in training for religious ministries; and establishments furnishing educational courses by mail. Facilities, institutions, and conference centers are included that offer specialized programs in personal growth and development (e.g., arts, communications, fitness, environmental awareness, and management). Also includes campus-affiliated housing, specifically designed by, or in conjunction with a school, specialized education, or training facility for the purpose of providing housing to both attendees, staff, and/or instructors of the institution.

Section 6 – Effective Date

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

APPROVED: August 19, 2024

\_\_\_\_\_  
Mayor

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

\* \* \* \* \*

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on August 19, 2024, and was adopted at a regular meeting of said Council held on \_\_\_\_\_, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

\_\_\_\_\_

City Clerk

## ORDINANCE 24-\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING AND CHANGING THE OFFICIAL ZONE MAP OF THE CITY OF CLOVIS IN ACCORDANCE WITH SECTION 9.08.020 OF THE CLOVIS MUNICIPAL CODE FOR REZONE APPLICATION 2021-010, TO REZONE APPROXIMATELY 63 PROPERTIES FROM THE R-A, R-1-AH, R-1-7500, R-1-8500 AND C-P ZONE DISTRICTS TO THE R-T ZONE DISTRICT OR THE R-T OVERLAY ZONE DISTRICT FOR PROPERTIES LOCATED WITHIN THE RESEARCH AND TECHNOLOGY PARK**

**LEGAL DESCRIPTION:**

**See Attachment A**

**WHEREAS**, the City of Clovis, 1033 Fifth Street, Clovis, CA 93612 (“City”), initiated an application for Rezone (“R”) 2021-010 to correct the inconsistent zoning for sixty-three (63) properties within the Research and Technology (“R-T”) Park (“Project”); and

**WHEREAS**, R2021-010 proposes to rezone forty-one (41) properties within the R-T Park from the R-A (Single-Family Residential Very Low Density), R-1-AH (Single-Family Residential Very Low Density), R-1-7500 (Single-Family Residential Low Density – 7,500 square feet), R-1-8500 (Single-Family Residential Low Density – 8,500 square feet) and C-P (Administrative and Professional Office) Zone Districts to the R-T (Research and Technology/Business Park) Zone District; and

**WHEREAS**, R2021-010 proposes to rezone eleven (11) properties within the R-T Park from the R-A (Single-Family Residential Very Low Density) Zone District to the R-A/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) Zone District; and

**WHEREAS**, R2021-010 proposes to rezone ten (10) properties within the R-T Park from the R-1-AH (Single-Family Residential Very Low Density) Zone District to the R-1-AH/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) Zone District; and

**WHEREAS**, R2021-010 proposes to rezone one (1) property within the R-T Park from the R-1-7500 (Single-Family Residential Low Density – 7,500 square feet) Zone District to the R-1-7500/R-T (Single-Family Residential Low Density – 7,500 square feet/Research and Technology/Business Park Overlay) Zone District; and

**WHEREAS**, buildout of the R-T Park was evaluated through two (2) separate environmental impact reports (“EIR”) certified by the City in 1999 and 2009, in conjunction with adoption of the Clovis General Plan and Development Code Update EIR (SCH No. 2012061069); and

**WHEREAS**, R2021-010 is exempt from further environmental review under the California Environmental Quality Act (“CEQA”) pursuant to a Finding of Consistency with the City’s General Plan in accordance with section 15183 of the CEQA Guidelines; and

**WHEREAS**, the Planning Commission considered the Finding of Consistency in conjunction with the Project, together with comments received and public comments, and the entire public record; and

**WHEREAS**, the Planning Commission voted and recommended that the Council approve R2021-010; and

**WHEREAS**, the Planning Commission's recommendation was forwarded to the City Council for consideration; and

**WHEREAS**, the City published a notice of the public hearing in *The Business Journal* on August 2, 2024, mailed public notices to property owners within 800 feet of the Project on August 2, 2024, more than ten (10) days prior to the City Council hearing, and otherwise posted notice of the public hearing according to applicable law; and

**WHEREAS**, a duly noticed City Council public hearing was held on August 19, 2024; and

**WHEREAS**, the City Council has had an opportunity to review and consider the entire administrative record relating to the Project, which is on file with the City's Department of Planning and Development Services, and reviewed and considered those portions of the administrative record determined to be necessary to make an informed decision, including, but not necessarily limited to, the staff report, the written materials submitted with the request, and the verbal and written testimony and other evidence presented during the public hearing ("Administrative Record").

**NOW, THEREFORE, BASED UPON THE ENTIRE RECORD OF THE PROCEEDINGS, THE CITY COUNCIL FINDS AS FOLLOWS:**

1. In accordance with section 15183 of the CEQA Guidelines, the proposed R2021-010 is exempt from further environmental review under CEQA pursuant to a Finding of Consistency with the City's General Plan.
2. The Project satisfies the required findings for approval of a rezone amendment, as follows:
  - a. R2021-010 is internally consistent with the goals, policies, and actions of the General Plan.
  - b. R2021-010 would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.
  - c. The physical suitability of a parcel is not applicable to the proposed Project given that no physical development is proposed.

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

Section 1 The official map of the city is amended in accordance with Section 9.08.020 and Chapter 9.86 of the Clovis Municipal Code by rezoning certain land in the City of Clovis, County of Fresno, State of California, to wit:

LEGAL DESCRIPTION:

See the attached **Attachment A**.

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

APPROVED: August 19, 2024

\_\_\_\_\_  
Mayor

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

\* \* \* \* \*

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on August 19, 2024, and was adopted at a regular meeting of said Council held on \_\_\_\_\_, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

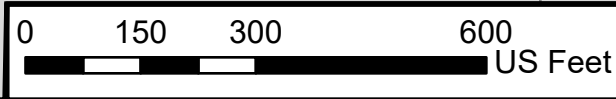
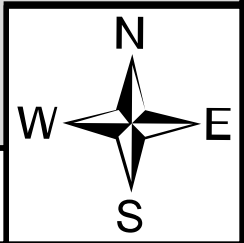
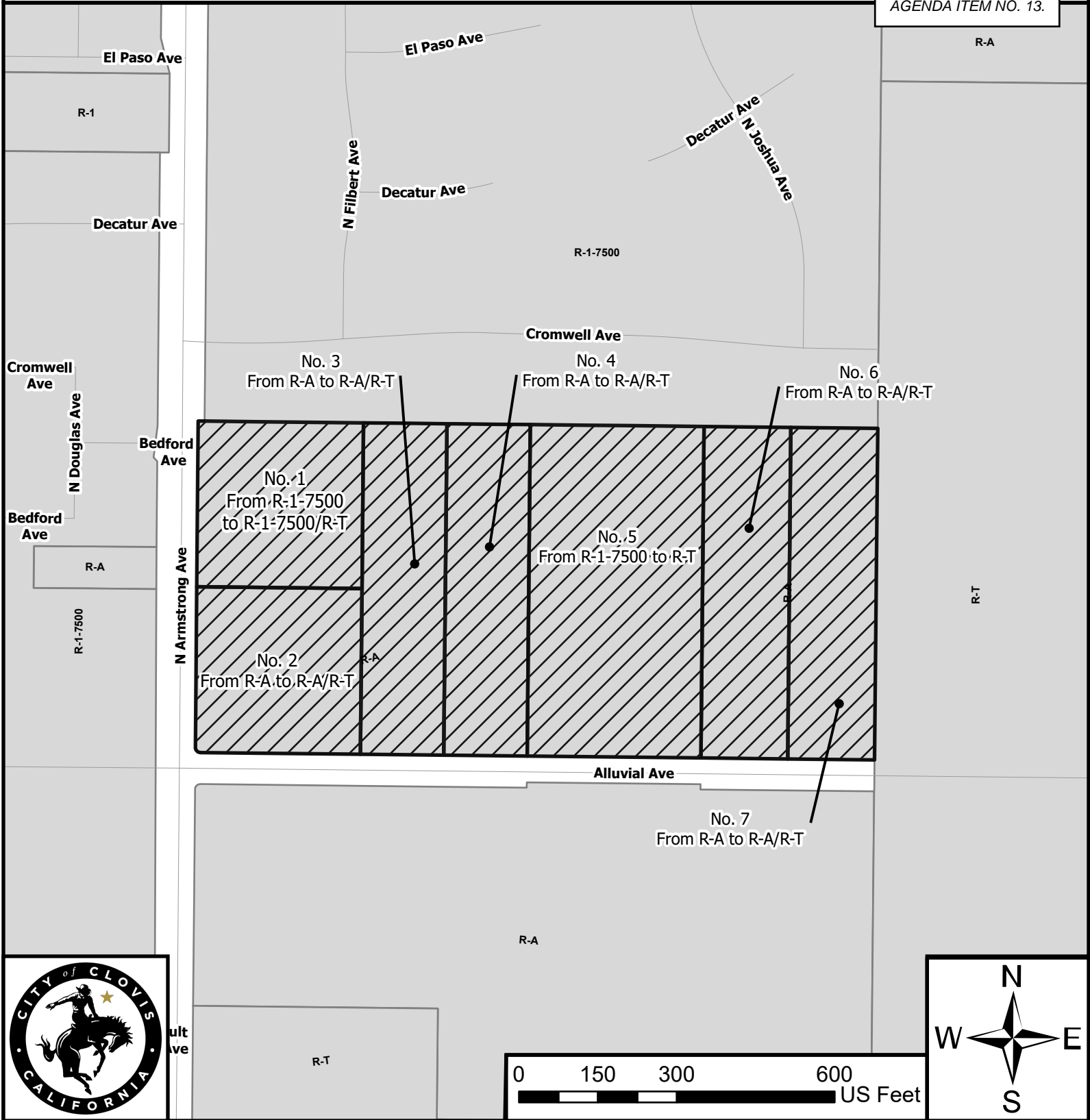
DATED:

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

**ATTACHMENT A  
LEGAL DESCRIPTION**

# City of Clovis R-T Park Rezone

AGENDA ITEM NO. 13.

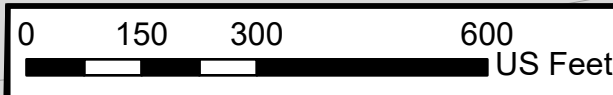
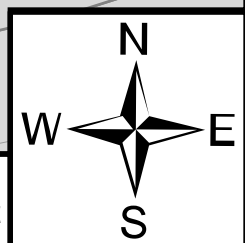
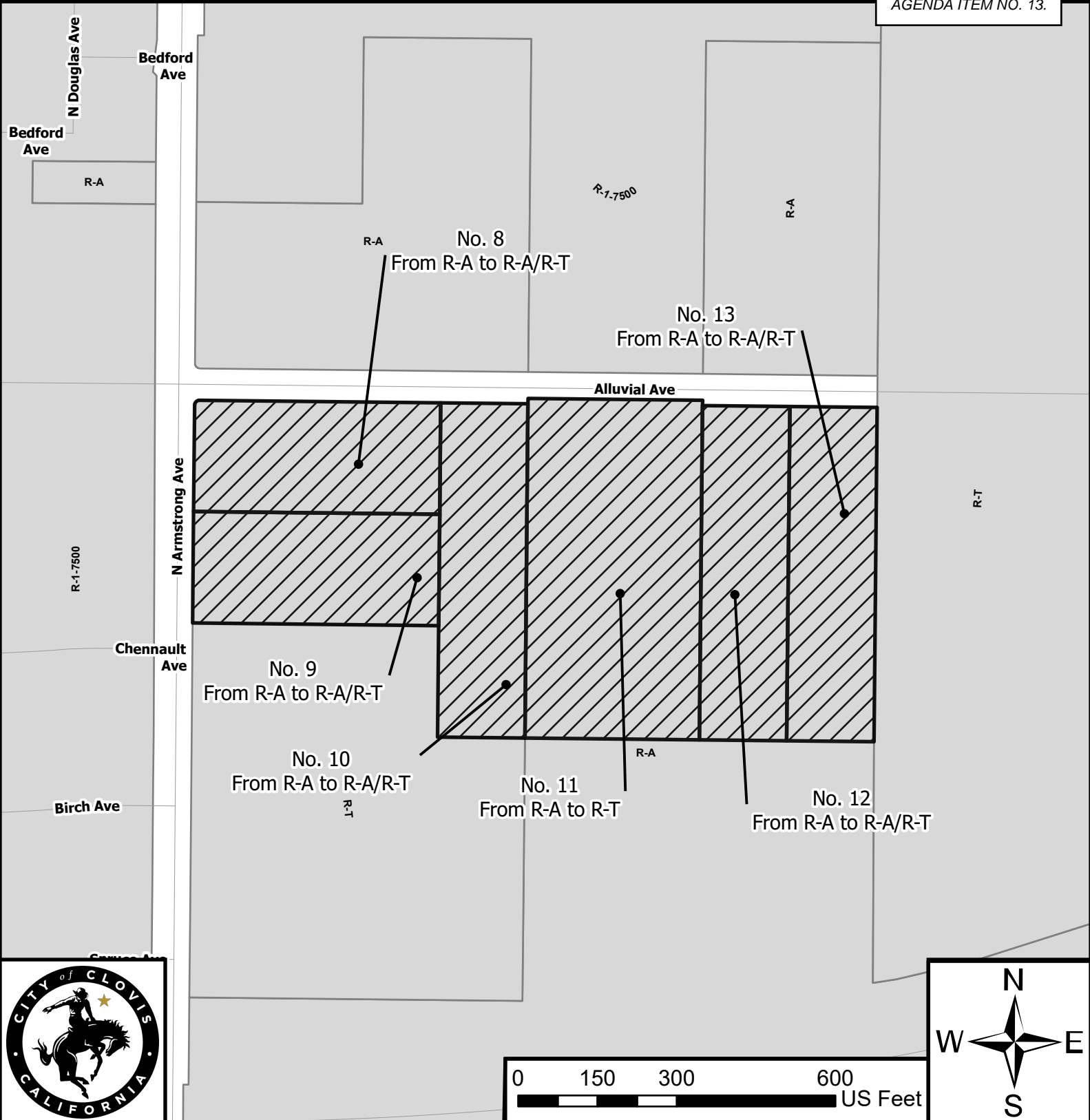


- Legend**
- 1) From R-1-7500 (Single-Family Residential Low Density) to R-1-7500/R-T (Single-Family Residential Low Density/Research and Technology/Business Park Overlay) zone district.
  - 2) From R-A (Single-Family Residential Very Low Density) to R-A/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - 3) From R-A (Single-Family Residential Very Low Density) to R-A/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - 4) From R-A (Single-Family Residential Very Low Density) to R-A/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - 5) From R-1-7500 (Single-Family Residential Low Density) to R-T (Research and Technology/Business Park) zone district.
  - 6) From R-A (Single-Family Residential Very Low Density) to R-A/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - 7) From R-A (Single-Family Residential Very Low Density) to R-A/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - City of Clovis Limits



# City of Clovis R-T Park Rezone

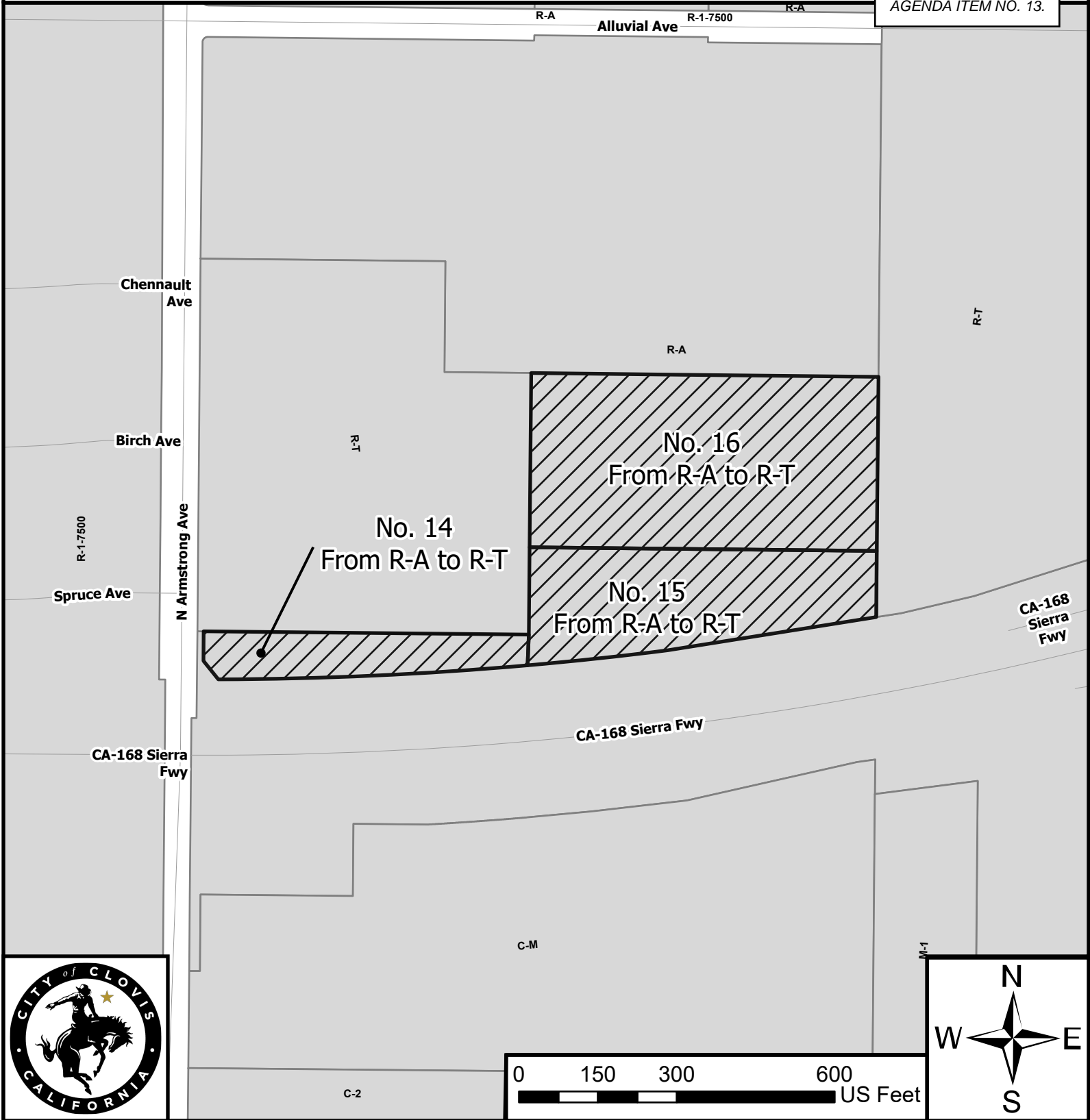
AGENDA ITEM NO. 13.







- Legend**
- 8) From R-A (Single-Family Residential Very Low Density) to R-A/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - 9) From R-A (Single-Family Residential Very Low Density) to R-A/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - 10) From R-A (Single-Family Residential Very Low Density) to R-A/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - 11) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
  - 12) From R-A (Single-Family Residential Very Low Density) to R-A/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - 13) From R-A (Single-Family Residential Very Low Density) to R-A/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - City of Clovis Limits

# City of Clovis R-T Park Rezone

AGENDA ITEM NO. 13.

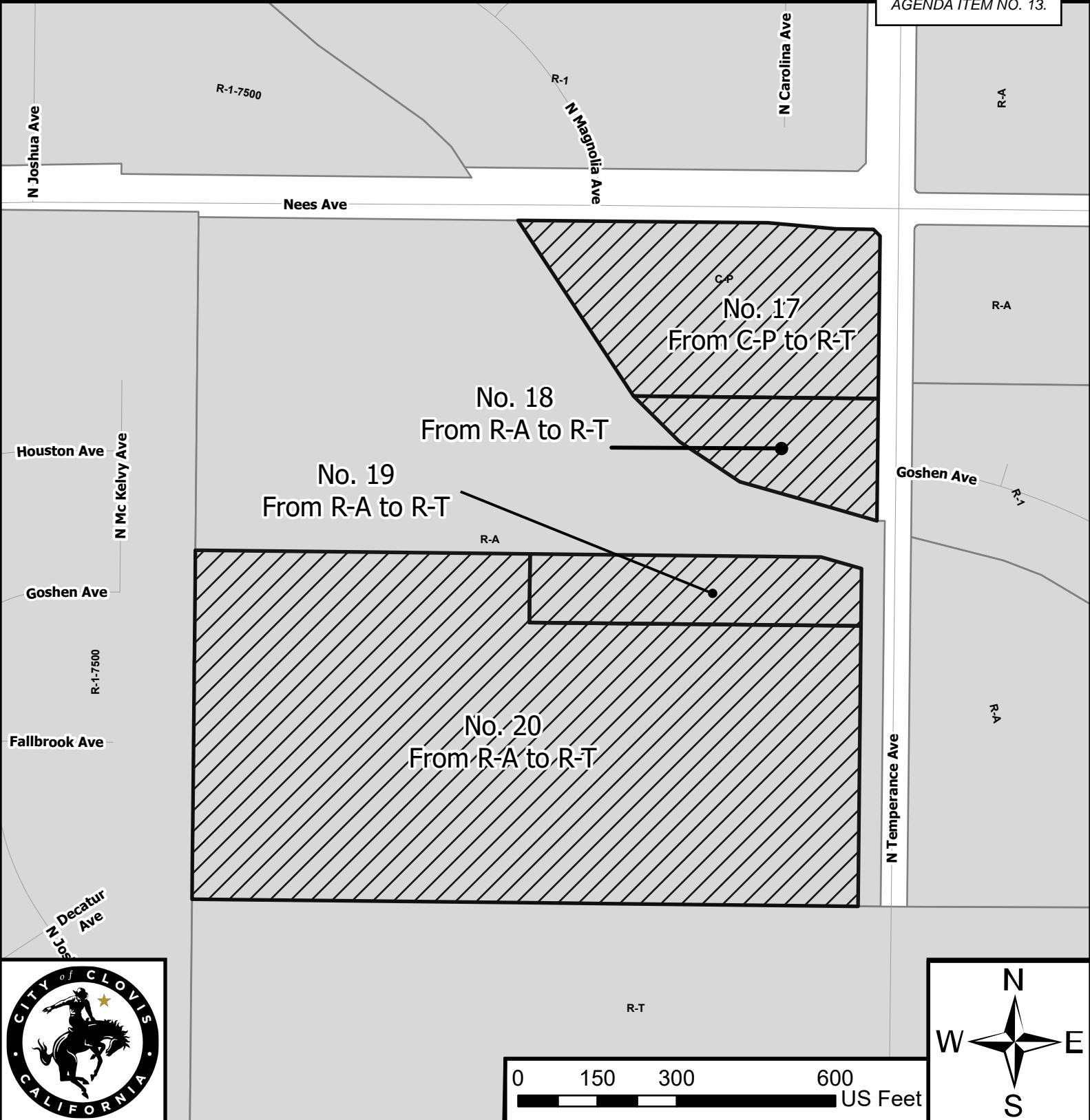


## Legend






-  14) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
-  15) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
-  16) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
-  City of Clovis Limits

# City of Clovis R-T Park Rezone

AGENDA ITEM NO. 13.

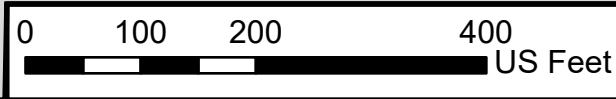
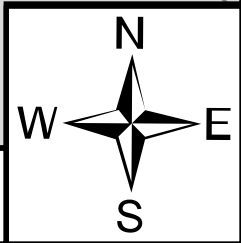
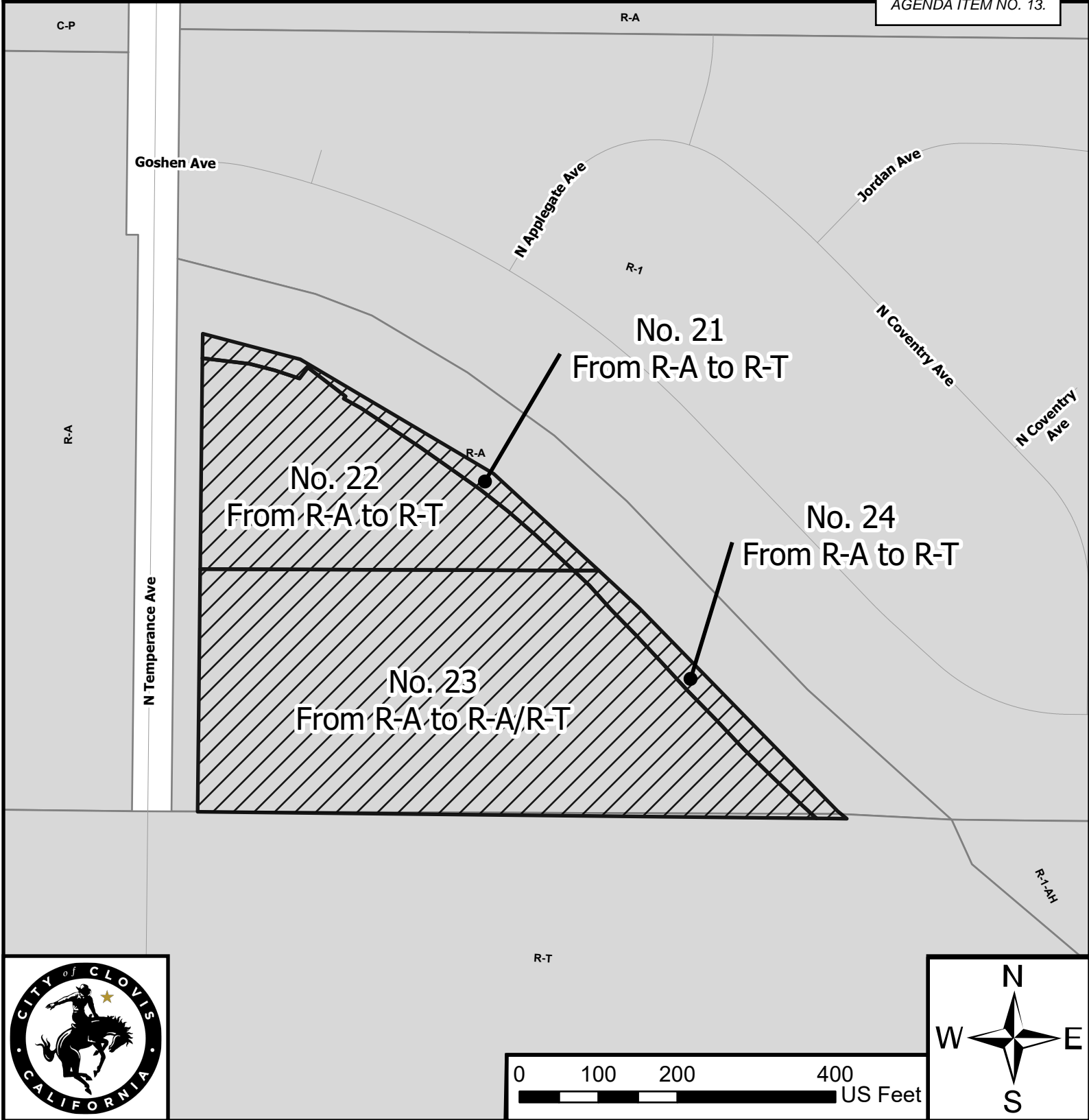


## Legend






-  17) From C-P (Administrative and Professional Office) to R-T (Research and Technology/Business Park) zone district.
-  18) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
-  19) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
-  20) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
-  City of Clovis Limits

# City of Clovis R-T Park Rezone

AGENDA ITEM NO. 13.

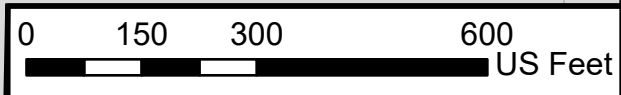
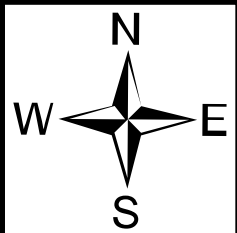
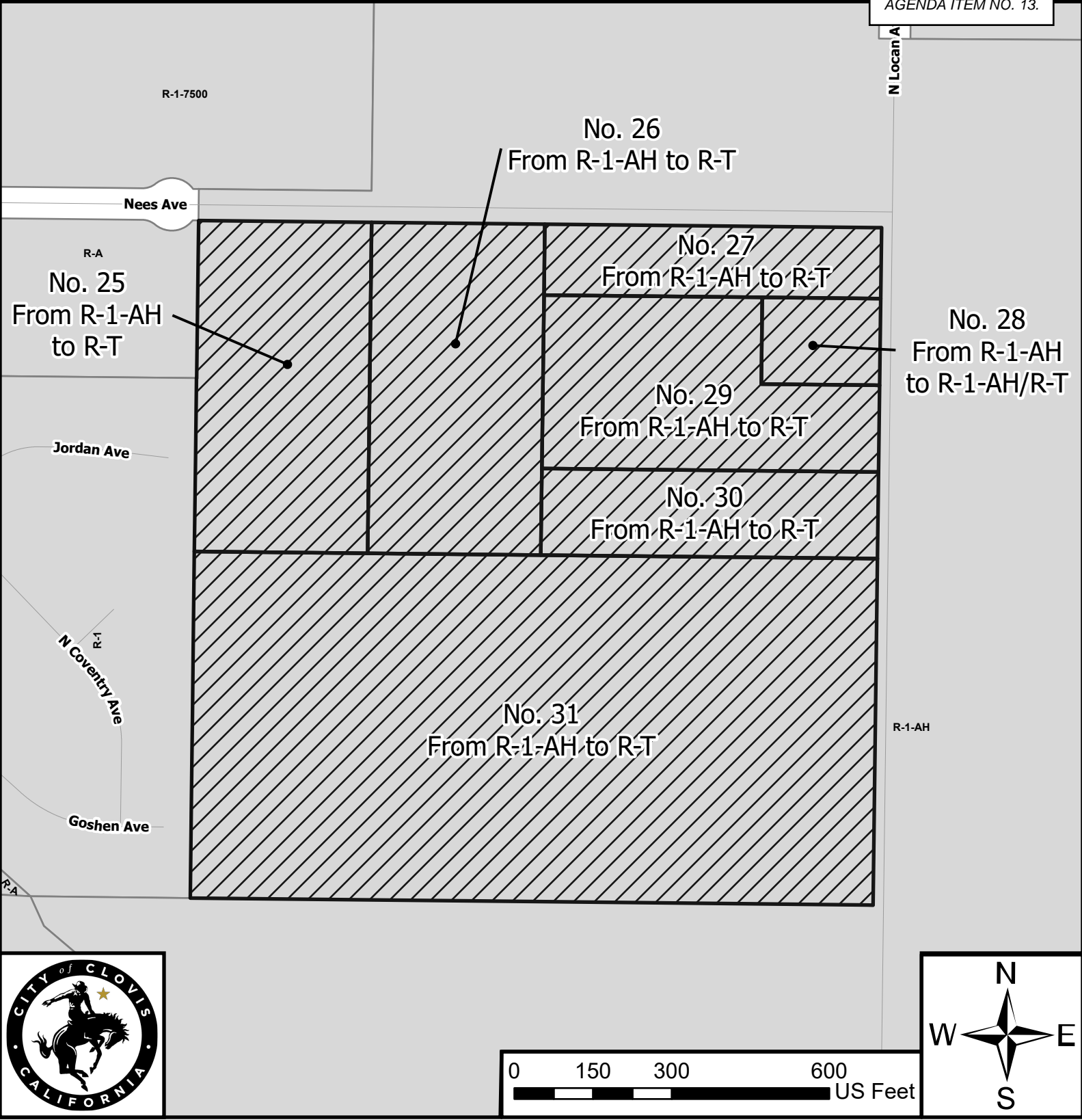


### Legend

-  21) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
-  22) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
-  23) From R-A (Single-Family Residential Very Low Density) to R-A/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
-  24) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
-  City of Clovis Limits

# City of Clovis R-T Park Rezone

AGENDA ITEM NO. 13.

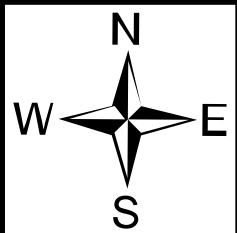
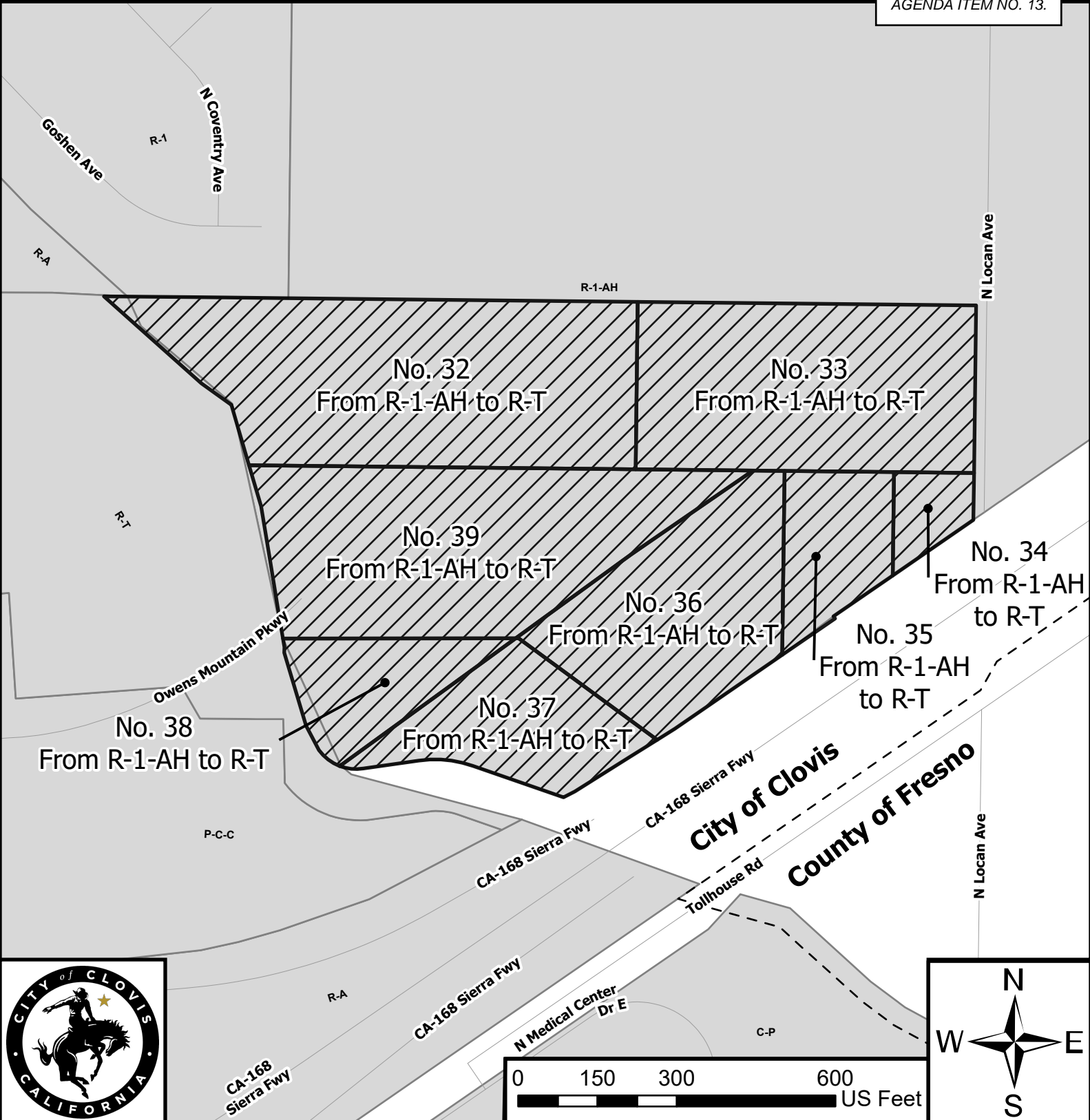


### Legend

- 25) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- 26) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- 27) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- 28) From R-1-AH (Single-Family Residential Very Low Density) to R-1-AH/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
- 29) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- 30) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- 31) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- City of Clovis Limits

# City of Clovis R-T Park Rezone

AGENDA ITEM NO. 13.

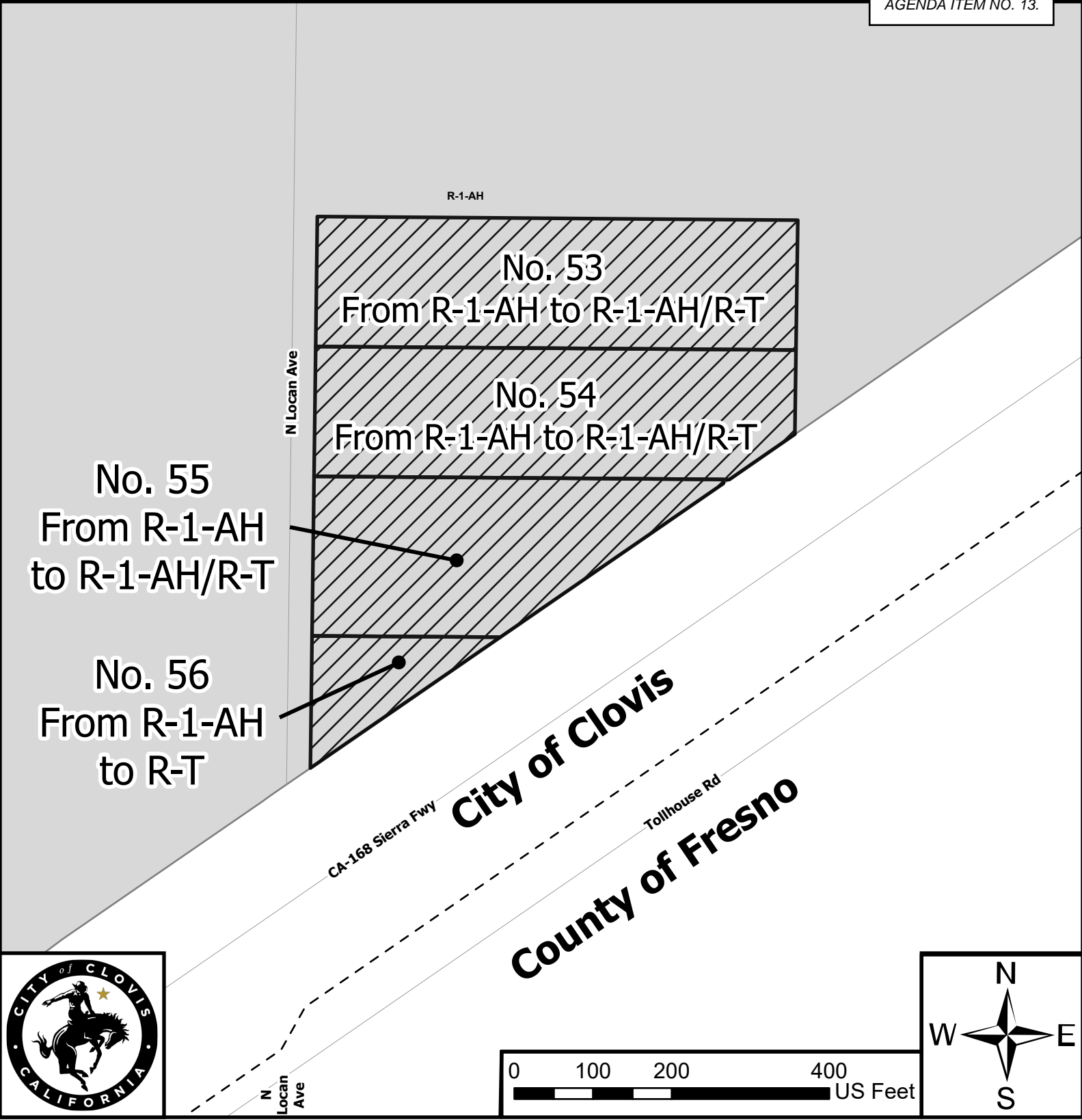


### Legend

- 32) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- 33) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- 34) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- 35) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- 36) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- 37) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- 38) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- 39) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
- City of Clovis Limits

# City of Clovis R-T Park Rezone

AGENDA ITEM NO. 13.

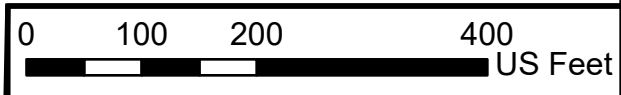
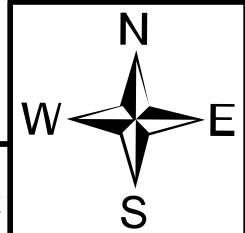


No. 55  
From R-1-AH  
to R-1-AH/R-T

No. 56  
From R-1-AH  
to R-T

No. 53  
From R-1-AH to R-1-AH/R-T

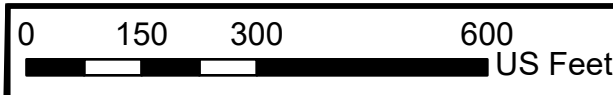
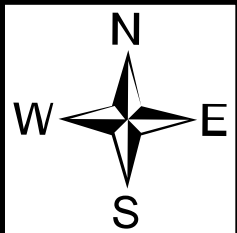
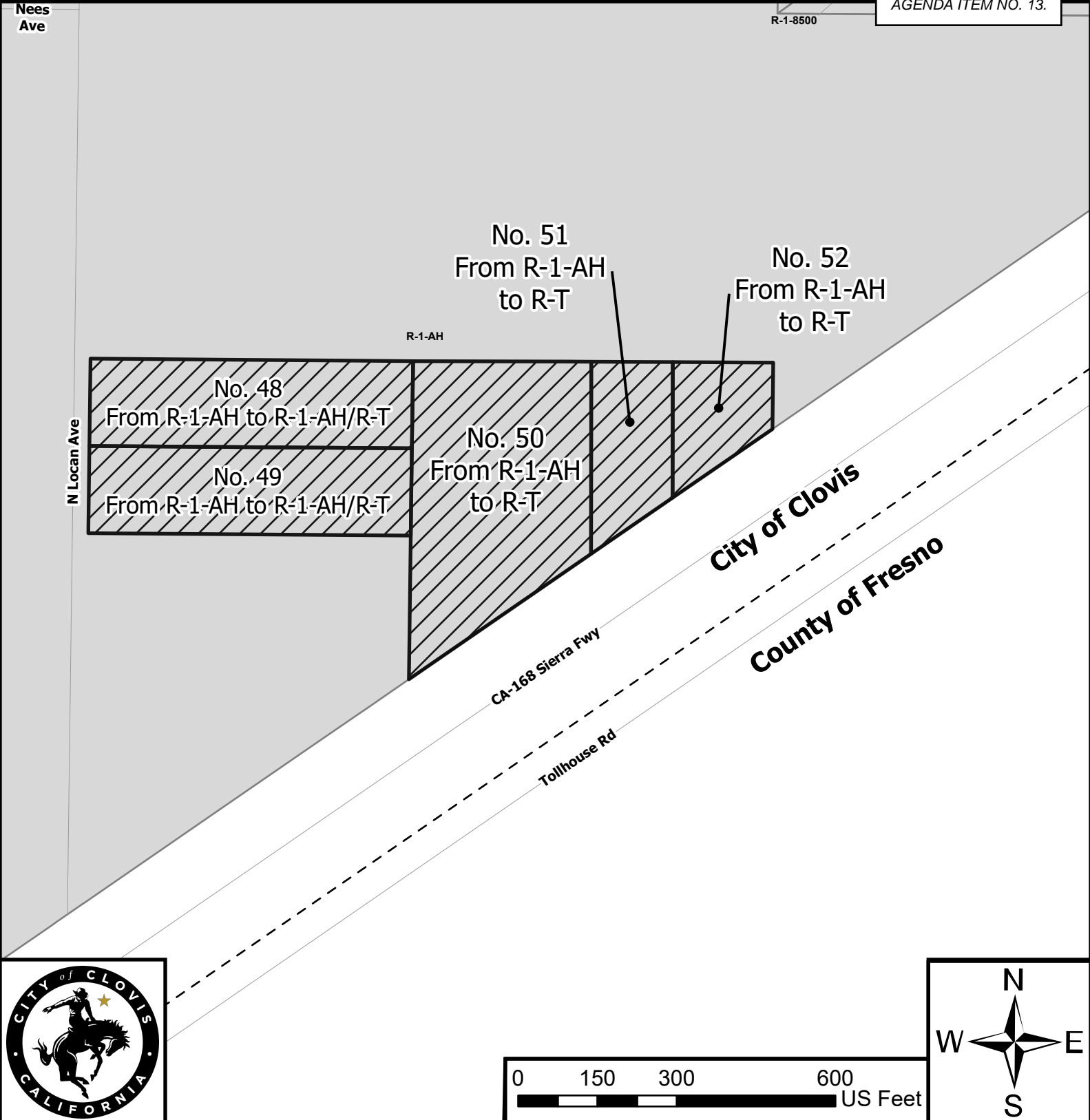
No. 54  
From R-1-AH to R-1-AH/R-T



- Legend**
- 53) From R-1-AH (Single-Family Residential Very Low Density) to R-1-AH/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - 54) From R-1-AH (Single-Family Residential Very Low Density) to R-1-AH/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - 55) From R-1-AH (Single-Family Residential Very Low Density) to R-1-AH/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - 56) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
  - City of Clovis Limits

# City of Clovis R-T Park Rezone

AGENDA ITEM NO. 13.

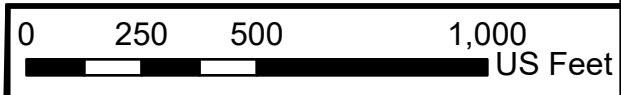
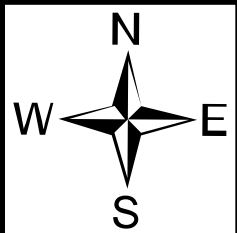
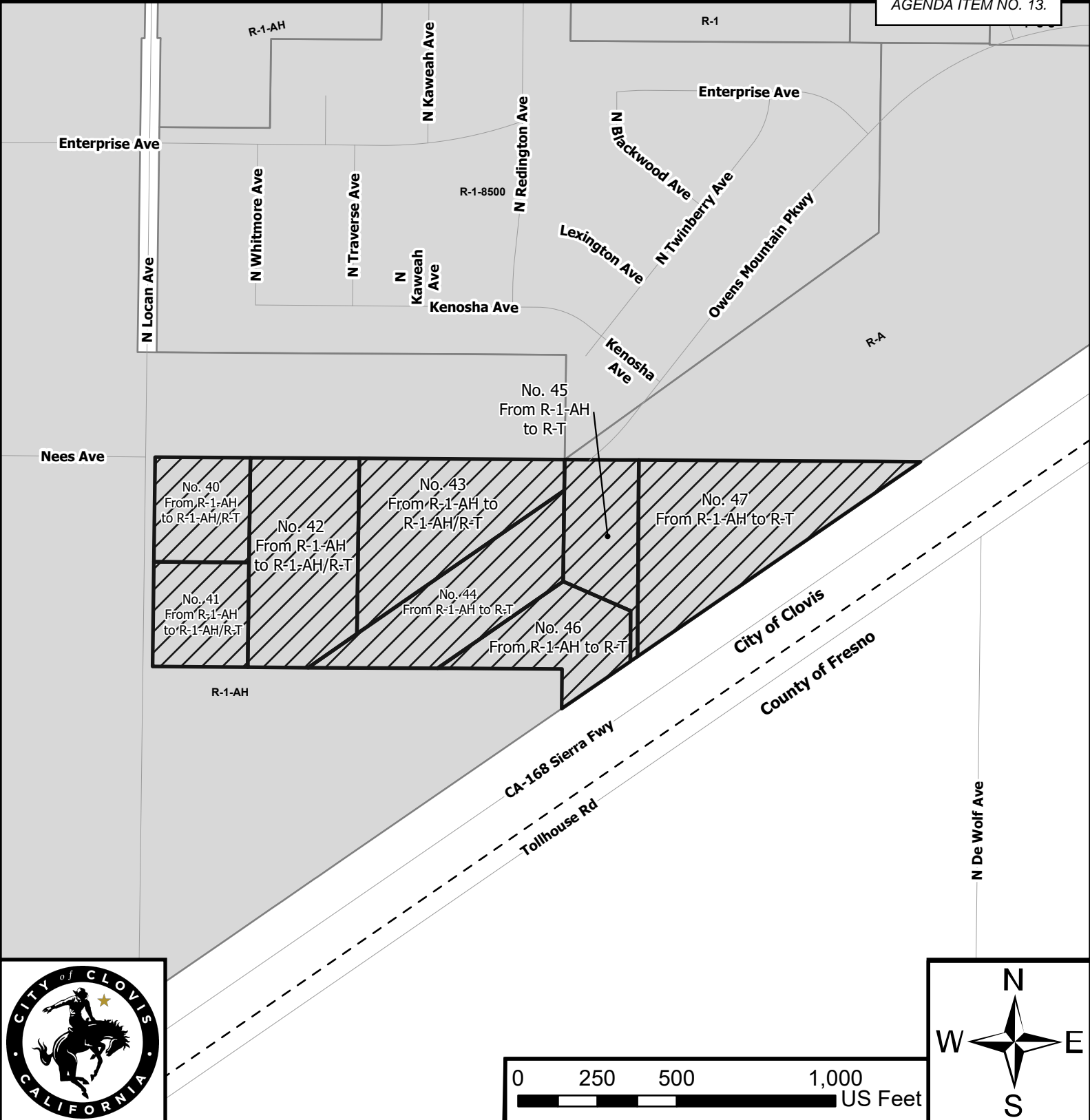


- Legend**
- 48) From R-1-AH (Single-Family Residential Very Low Density) to R-1-AH/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - 49) From R-1-AH (Single-Family Residential Very Low Density) to R-1-AH/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
  - 50) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
  - 51) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
  - 52) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
  - City of Clovis Limits



# City of Clovis R-T Park Rezone

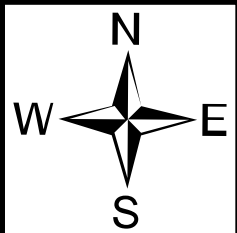
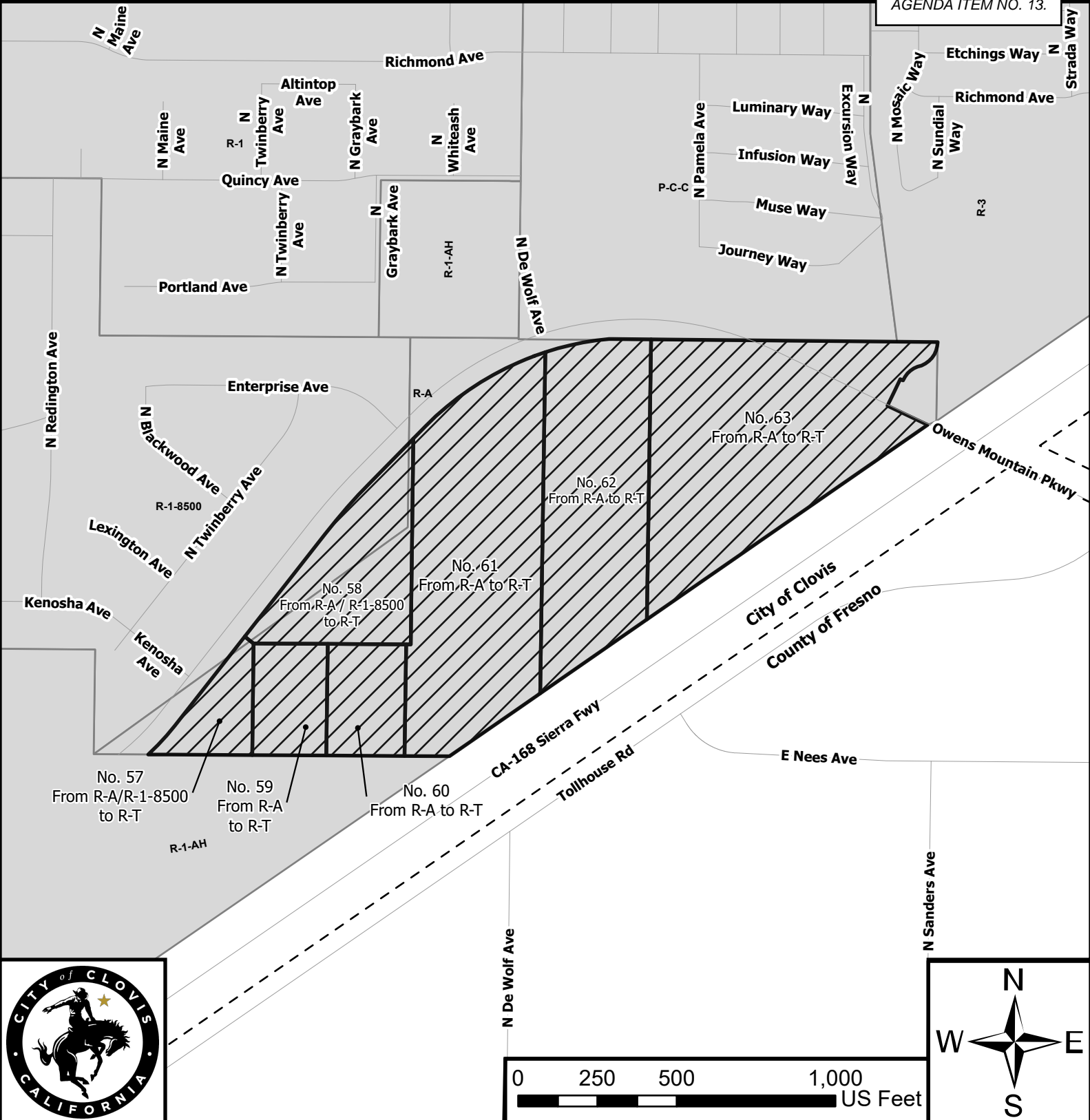
AGENDA ITEM NO. 13.



Legend	
	40) From R-1-AH (Single-Family Residential Very Low Density) to R-1-AH/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
	41) From R-1-AH (Single-Family Residential Very Low Density) to R-1-AH/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
	42) From R-1-AH (Single-Family Residential Very Low Density) to R-1-AH/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
	43) From R-1-AH (Single-Family Residential Very Low Density) to R-1-AH/R-T (Single-Family Residential Very Low Density/Research and Technology/Business Park Overlay) zone district.
	44) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
	45) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
	46) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
	47) From R-1-AH (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
	City of Clovis Limits

# City of Clovis R-T Park Rezone

AGENDA ITEM NO. 13.



Legend	
	57) From R-A/R-1-8500 (Single-Family Residential Very Low Density & Single-Family Residential Low Density) to R-T (Research and Technology/Business Park) zone district.
	58) From R-A/R-1-8500 (Single-Family Residential Very Low Density & Single-Family Residential Low Density) to R-T (Research and Technology/Business Park) zone district.
	59) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
	60) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
	61) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
	62) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
	63) From R-A (Single-Family Residential Very Low Density) to R-T (Research and Technology/Business Park) zone district.
	City of Clovis Limits

**RESOLUTION 24-\_\_****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING AN AMENDMENT TO THE RESEARCH AND TECHNOLOGY  
ARCHITECTURAL GUIDELINES**

**WHEREAS**, the City of Clovis, 1033 Fifth Street, Clovis, CA 93612 (“City”), on January 4, 2021, initiated an amendment to the Clovis General Plan and Development Code to correct inconsistencies between the General Plan and Development Code and to allow for campus-affiliated housing; and

**WHEREAS**, to avoid creating inconsistencies between the General Plan, Development Code and Research and Technology (“R-T”) Park Architectural Guidelines (“Architectural Guidelines”), the City is amending the Architectural Guidelines to be consistent with the General Plan and Development Code (“Project”); and

**WHEREAS**, buildout of the R-T Park was evaluated through two (2) separate environmental impact reports (“EIR”) certified by the City in 1999 and 2009, in conjunction with adoption of the Clovis General Plan and Development Code Update EIR (State Clearing House No. 2012061069); and

**WHEREAS**, proposed amendment to the Guidelines is exempt from further environmental review under the California Environmental Quality Act (“CEQA”) pursuant to a Finding of Consistency with the City’s General Plan in accordance with section 15183 of the CEQA Guidelines; and

**WHEREAS**, at its June 27, 2024 meeting, the Clovis Planning Commission conducted a duly noticed public hearing and considered the Finding of Consistency in conjunction with the Project, together with comments received and public comments, and the entire public record and approved a resolution recommending that the City Council approve the Architectural Guidelines amendment; and

**WHEREAS**, the Planning Commission’s recommendation was forwarded to the City Council for the Council’s consideration; and

**WHEREAS**, the City published notice of the public hearing for the Project in *The Business Journal* on August 2, 2024, mailed public notices to property owners within 800 feet of the Project on August 2, 2024, more than ten (10) days prior to the City Council hearing, and otherwise posted notice of the public hearing in accordance with applicable law; and

**WHEREAS**, a duly noticed City Council public hearing was held on August 19, 2024; and

**WHEREAS**, the City Council considered the Finding of Consistency in conjunction with the Project, together with comments received and public comments, and the entire public record; and

**WHEREAS**, the City Council has had an opportunity to review and consider the entire administrative record relating to the Project, which is on file with the City’s Department of Planning and Development Services, and reviewed and considered those portions of the administrative record determined to be necessary to make an informed decision, including, but not necessarily limited to, the staff report, the written materials submitted with the request, and the verbal and written testimony and other evidence presented during the public hearing (“Administrative Record”).

**NOW, THEREFORE, BASED UPON THE ENTIRE RECORD OF THE PROCEEDINGS, THE CITY COUNCIL RESOLVES AND FINDS AS FOLLOWS:**

1. In accordance with section 15183 of the CEQA Guidelines, the proposed Project is exempt from further environmental review under CEQA pursuant to a Finding of Consistency with the City’s General Plan.
2. Architectural Guidelines amendment, as outlined in **Attachment A**, is hereby approved.
3. The basis for the findings is detailed in the August 19, 2024 staff report, which is hereby incorporated by reference, the entire Administrative Record, as well as the evidence and comments presented during the public hearing.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 19, 2024, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED:

\_\_\_\_\_  
Mayor

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

## Attachment A General Plan Changes

### **SECTION 1: GUIDELINES CHANGE #1: MODIFY SECTION 8**

The existing Section “8. Design Examples” will become Section “9. Design Examples”. The new Section 8 will be as shown below:

#### 8. Campus-affiliated Housing Development & Design Standards

##### 8.1 Single-Family Housing

<b><u>DEVELOPMENT FEATURE</u></b>	
<u>Minimum Parcel Size</u>	<u>4,500 sq. ft.</u>
<u>Minimum Parcel Width</u>	<u>50 ft.</u>
<u>Minimum Corner Parcel Width</u>	<u>50 ft.</u>
<u>Minimum Reverse Corner Parcel Width</u>	<u>50 ft.</u>
<u>Minimum Parcel Depth</u>	<u>90 ft.</u>
<u>Minimum (Gross) Density</u>	<u>-----</u>
<u>Maximum (Gross) Density</u>	<u>-----</u>
<b><u>SETBACKS</u></b>	
<u>Front</u>	<u>15 ft.</u> <u>(20 ft. min. to garage,</u> <u>measured from back of</u> <u>sidewalk)</u>
<u>Side (each)</u>	<u>5 ft.</u>
<u>Street side</u>	<u>10 ft.</u>
<u>Rear</u>	<u>15 ft.</u>
<b><u>OTHER FEATURES</u></b>	
<u>Maximum Parcel Coverage</u>	<u>45%</u>
<u>Main Structure - Maximum Height</u>	<u>35 ft./2-1/2 stories</u>
<u>Accessory Structure – Maximum height</u>	<u>See Section 9.40.030</u> <u>(Accessory uses and</u> <u>structures)</u>
<u>Fences/Walls/Hedges</u>	<u>See Section 9.24.060</u> <u>(Fences, Hedges and Walls)</u>
<u>Off-Street Parking</u>	<u>See Chapter 32 of this title</u> <u>(Parking and Loading</u> <u>Standards)</u>

- No additional deviations are permitted unless done through the Planned Development Permit process and approved by City Council.

8.2 Multi-Family Housing

<b><u>DEVELOPMENT FEATURE</u></b>	
<u>Min. Parcel Size</u>	<u>8,500 sq. ft.</u>
<u>Min. Parcel Width</u>	<u>60 ft.</u>
<u>Min. Corner Parcel Width</u>	<u>65 ft.</u>
<u>Min. Reverse Corner Parcel Width</u>	<u>70 ft.</u>
<u>Min. Parcel Depth</u>	<u>120 ft.</u>
<u>Minimum (Gross) Density</u>	<u>-----</u>
<u>Maximum (Gross) Density</u>	<u>25.0 DU/acre</u>
<b><u>SETBACKS</u></b>	
<u>Front</u>	<u>15 ft.</u>
<u>Side (each)</u>	<u>5 ft. (15 ft. if abutting residential lot)</u>
<u>Street side</u>	<u>10 ft.</u>
<u>Rear</u>	<u>15 ft. (20 ft. if abutting residential lot)</u>
<u>Building to Building</u>	<u>20 ft.</u>
<b><u>OTHER FEATURES</u></b>	
<u>Max. Parcel Coverage</u>	<u>45%</u>
<u>Max. Height (main structure)</u>	<u>35 ft./2 stories</u>
<u>Max. Height (accessory structures)</u>	<u>Per CMC</u>
<u>Fences/Walls/Hedges</u>	<u>Per CMC</u>
<u>Off-Street Parking</u>	<u>Per CMC</u>
<u>On-Site Open Space</u>	<u>260 sq. ft. of private or community open space per unit</u>

- No additional deviations are permitted unless done through the variance process and approved by City Council.
- Comply with the footnotes in the Development Code.
- Implement Noise Mitigation Measure #8 from the 1999 EIR (Resolution 99-59) addressing noise-mitigating setbacks within the R-T Park, which requires a minimum distance of approx. 200 feet be maintained between all structures and existing residences. A portion of this setback area shall be improved as a greenbelt or park. This distance can be decreased only with the submission of an acceptable noise study indicating that there will not be any significant acoustical impacts on adjacent land uses. The setback to the west property line shall not be less than 50', regardless of the results of a noise study.

8.2 Design Standards

- A Residential Site Plan Review (RSPR) for single-family housing will be required to be reviewed for compliance with the R-T Park Architectural Guidelines. The RSPR is a separate entitlement from the tentative tract map.

- A Multi-Family Residential Design Review (MFRDR) for multi-family housing will be required to be reviewed for compliance with the R-T Park Architectural Guidelines. Multifamily projects that do not meet the objective standards shall be processed according to the review and approval requirements for site plan reviews.
- Materials and Colors
  - Both single and multi-family products shall comply with R-T Park Architectural Guidelines 1.4.3 and 1.4.4.
  - Emphasis in the proposed single-family components will be placed on use of masonry block, stone, and brick to blend with the theme of the broader R-T Park area, particularly the California Health Sciences University (CHSU) campus.
- Lighting
  - Lighting in both single and multi-family components shall be uniform throughout. Lighting for streets, both on and offsite, and trails shall be enhanced to provide a sense of place while maintaining adequate illumination.
- Building Design
  - Building height shall comply with R-T Park Design Guideline Section 1.3.
  - Roof elements shall comply with R-T Park Design Guideline Section 1.7.
    - The design of roof elements should be considered of equal importance to that of the elevations of the building.
- Monumentation
  - All signs shall comply with Chapter 9.34 of the Clovis Municipal Code.
- Landscaping
  - On and offsite landscaping shall be consistent and uniform throughout the neighborhoods, including the trail system, modeled on existing landscaping in the vicinity, particularly the CHSU campus.
  - All proposed development shall be evaluated by the appropriate design review committees and city staff.

## **SECTION 2: GUIDELINES CHANGE #2: MODIFY SECTION 8 AND CREATE SECTION 9**

The existing Section “8. Design Examples” will become Section “9. Design Examples”.

### **89.** Design Standards

**From:** Debbie Britz <mdcba@aol.com>  
**Sent:** Wednesday, January 19, 2022 6:11 PM  
**To:** Ricky Caperton  
**Subject:** [External] Re:Amendments to the 2014 General Plan

To: Ricky Caperton, Clovis City Council, Planning Commission

As a long time resident of Clovis, 50 years with the last 40 years living at 2474 Nees Ave. It was brought to our attention through the postcard mailer we received this past Sat. Jan.15 for the City Council meeting to be held Fri. Jan. 21., on a matter that would greatly affect us. We had heard rumors from RE agents trying to purchase our property , which by the way will not be for sale in my lifetime, that apartments would be built behind our property. Our property is the complete Northern border of the RT Park/ West side of the Enterprise Canal. After reading the postcard mailer sent we were horrified that on Jan.4 ,2021 the Clovis City Council had moved ahead with looking into amendments/ rezoning of this General Plan. We never received any postcard mailer regarding that meeting. Granted we have seen many of those postcard mailers during our 40 years from the first meetings of Clovis Community Hospital, Highway 168, the conception of the RT Park, rezoning of properties, subdivisions being developed, Nees Ave being annexed into the City of Clovis then all our addresses were changed, Nees Ave. widening, etc., with many of these Planning Commission and City Council attended by us.

We made the decision to build our home at this location knowing that behind us someday there was going to be buildings that were to be Research and Technology in nature with mostly weekday hours, 5 days a week, people working in this area, not 18 acres of Multifamily Housing for hundreds if not thousands of people that would be living 24/7 in 3 story buildings directly behind our home and other homes on the western border, along with the moving of the Clovis Walking Trail along the back of the existing subdivision and our backyard!

The area has changed tremendously, if you have lived in the area during the last 10 years. The traffic is already horrendous on Temperance , Nees, then you add in hundreds of more cars with the only way to enter the landlocked property behind us is off of Temperance and maybe through 1 neighborhood street from Armstrong. I haven't even addressed the water or noise or increase to Clovis Unified School District. There surely are other properties vacant that would make more sense to house "students and faculty" for the "Medical School."

Thank you for your consideration-  
Sincerely, Debbie and Martin Britz



**From:** Bob Davis <BobD@DavisCommodities.com>  
**Sent:** Thursday, January 20, 2022 9:33 PM  
**To:** Ricky Caperton  
**Subject:** [External] Fwd: R-T Park meeting

Sent from Bob Davis' iPhone

Begin forwarded message:

**From:** Bob Davis <[BobD@daviscommodities.com](mailto:BobD@daviscommodities.com)>  
**Date:** January 20, 2022 at 9:27:58 PM PST  
**To:** Bob Davis <[BobD@daviscommodities.com](mailto:BobD@daviscommodities.com)>  
**Subject:** Fwd: R-T Park meeting

Sent from Bob Davis' iPhone

Begin forwarded message:

**From:** Bob Davis <[BobD@daviscommodities.com](mailto:BobD@daviscommodities.com)>  
**Date:** January 20, 2022 at 8:07:36 PM PST  
**To:** Chris Bauer <[Cbauer1983@gmail.com](mailto:Cbauer1983@gmail.com)>  
**Subject:** Fwd: R-T Park meeting

<https://link.edgepilot.com/s/b16aa4f7/S7CCzweSB E2pGpLRZYxBgQ?u=http://www.rcaperton/@cityofclovis.com>

**Subject:** R-T Park meeting

Ricky,

I would like to enter a formal protest to this meeting. In particular to the shortness of notice as well as the time. Not even a weeks notice for such an issue of great consequence to the surrounding residential owners seems totally slanted towards the Developer. This is a departure from the City of Clovis' general plan for this area. Then slating that meeting for a Friday night from 6-7:30 seems to be a second protocol discouraging homeowner participation. There isn't even sufficient time to gather signatures for a formal rejection of this rezoning.

The property owners in this area are fully aware this is a master move by the Granville organization

to gain ground and build 3 story apartments in this area. Disguise this any way they wish but there is no secret here. This plan has so many flaws but the excuse of the Medical School is ridiculous. If the City of Clovis is truly interested in representing their citizens and not simply the developers, then I request allowing an extension for proper response from the residents this impacts.

Let me add that Gary McDonald's purchase of the Jura estate is well planned as he builds quality homes and this is adjacent to Dry Creek Elementary. So my statement was probably to general in nature, I apologize.

This current issue seems to concern one Developer in particular who seems to disregard the current residents. Please consider being fair to the many homeowners this impacts and reschedule this meeting allowing proper response.

Regards, Bob

Bob Davis, President  
R A Davis Commodities, LLC  
1645 Shaw Ave, Suite 103  
Clovis, CA 93611  
559-490-4500 office  
559-490-7500 fax  
559-647-7586 cell  
[bobd@daviscommodities.com](mailto:bobd@daviscommodities.com)

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

**From:** KD Pfaff <ffafpdk@yahoo.com>  
**Sent:** Thursday, January 20, 2022 10:04 PM  
**To:** Ricky Caperton  
**Subject:** [External] Nees/locan

I protest this apartment building. This will bring down our housing and greatly impact our school districts. Take it elsewhere.

Thank you  
KD Souza

[Sent from Yahoo Mail for iPhone](#)

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

**From:** Christopher Bauer <cbauer1983@gmail.com>  
**Sent:** Thursday, January 20, 2022 10:45 PM  
**To:** Ricky Caperton  
**Subject:** [External]

Mr. Caperton.

This letter is in reference to the locan/nees proposed zoning change

The proposed zoning change to allow for a high density apartment complex will negatively affect this area in multiple ways.

Our schools-

Currently, our schools are already highly impacted and trying to expand to keep pace with the current child age population. Adding on top of the already overwhelmed schools high density apartments would cause increased strain on the schools to provide the high level of education the city of clovis schools are known for.

Property value-

Having an apartment complex built so close to our home will cause a significant decrease in its value. Apartment complexes do serve a purpose and help with density issues. However, situating one in the middle of an otherwise completely single family home area does not make sense. There are other locations that would be far better for apartment complexes that are even closer to the medical school. If you want I will point them out on a map.

Traffic-

With the increased development in the area the traffic increase on Locan is already undeniable and quite honestly unacceptable for a two lane road without sidewalks. The city of clovis not requiring de Young to finish off the sidewalk was a huge error. Every morning when I see school kids walking on a dirt shoulder to catch the bus I cringe. Adding on top of that a high density apartment complex and a proposed round about at alluvial and locan, it would only get busier.

Lack of green space-

By developing an apartment, we would be losing valuable greenspace. Not only is greenspace nicer to look at than an apartment complex, but they offer many health benefits as well.

Clerical issues-

As currently zoned, this area is zoned low density single family homes. To change the plan to make room for an apartment complex doesn't seem fair to the residences in this area.

Additionally, to have a meeting via zoom on a Friday from 6-7:30 is ridiculous. In addition to this strange start time, the post cards regarding the meeting were only delivered on Saturday. This does not allow much time to get the word out to the affected residents. And time is needed in this instance as some of the owners in the area did not even receive a post card.

Thank you for taking the time to read this email.

Thanks, Chris

**From:** Christopher Bauer <cbauer1983@gmail.com>  
**Sent:** Friday, January 21, 2022 9:22 AM  
**To:** Ricky Caperton  
**Subject:** Re: [External]

Mr. Caperton,

That is all very reasonable and I appreciate you taking the time to reply. As for the meeting tonight, we live at 2879 Enterprise Ave and never received the post card. Seeing as we are directly adjacent to the vacant land in question, we should have been notified. Also, this meeting is not listed on the city of clovis website or the planning commission website. Therefore, the amount of residents speaking tonight should not be taken into consideration since proper notification was not given. And to say our house was an error/outlier is not correct, because our two neighbors next to us on our side of the street didn't receive the post card either.

Thanks, Chris

On Jan 21, 2022, at 8:29 AM, Ricky Caperton <[rcaperton@ci.clovis.ca.us](mailto:rcaperton@ci.clovis.ca.us)> wrote:

Hi Chris,

To clarify, the new meeting will not be on Feb. 14th, but sometime during that week (still determining the exact day, which I will know later today). Also, tonight's meeting will not be cancelled per se, and for those that are on tonight we will run through the presentation - but we will give the option to folks calling in tonight to either stay on for tonight's meeting or they are welcome to join the February date. Hope that clarifies. We wanted to be mindful to those that may have already planned to call in tonight.

Ricky Caperton, AICP | Deputy City Planner  
City of Clovis | Planning Division  
p. 559.324.2347 | m. 559.593.5176  
[rcaperton@cityofclovis.com](mailto:rcaperton@cityofclovis.com)

-----Original Message-----

From: Christopher Bauer [<mailto:cbauer1983@gmail.com>]  
Sent: Friday, January 21, 2022 8:26 AM  
To: Ricky Caperton <[rcaperton@ci.clovis.ca.us](mailto:rcaperton@ci.clovis.ca.us)>  
Subject: Re: [External]

Mr. Caperton,

I appreciate the extra time granted for the meeting. Does this mean that today's meeting has been cancelled? Or the February 14th meeting will be in addition to

the one tonight? Thanks in advance.

Thanks, Chris

On Jan 21, 2022, at 7:48 AM, Ricky Caperton  
<[rcaperton@ci.clovis.ca.us](mailto:rcaperton@ci.clovis.ca.us)> wrote:

Good morning Chris, I am in receipt of your letter. We are in the process of scheduling another meeting for the week of February 14th to allow another opportunity to comment with greater notice and that will not be on a Friday. I will follow up today when that is scheduled.

Ricky Caperton, AICP | Deputy City Planner City of Clovis |  
Planning

Division p. 559.324.2347 | m. 559.593.5176  
[rcaperton@cityofclovis.com](mailto:rcaperton@cityofclovis.com)

-----Original Message-----

From: Christopher Bauer [<mailto:cbauer1983@gmail.com>]

Sent: Thursday, January 20, 2022 10:45 PM

To: Ricky Caperton <[rcaperton@ci.clovis.ca.us](mailto:rcaperton@ci.clovis.ca.us)>

Subject: [External]

Mr. Caperton.

This letter is in reference to the locan/nees proposed zoning change

The proposed zoning change to allow for a high density apartment complex will negatively affect this area in multiple ways.

Our schools-

Currently, our schools are already highly impacted and trying to expand to keep pace with the current child age population. Adding on top of the already overwhelmed schools high density

apartments would cause increased strain on the schools to provide the high level of education the city of clovis schools are known for.

#### Property value-

Having an apartment complex built so close to our home will cause a significant decrease in its value. Apartment complexes do serve a purpose and help with density issues. However, situating one in the middle of an otherwise completely single family home area does not make sense. There are other locations that would be far better for apartment complexes that are even closer to the medical school. If you want I will point them out on a map.

#### Traffic-

With the increased development in the area the traffic increase on Locan is already undeniable and quite honestly unacceptable for a two lane road without sidewalks. The city of clovis not requiring de Young to finish off the sidewalk was a huge error. Every morning when I see school kids walking on a dirt shoulder to catch the bus I cringe. Adding on top of that a high density apartment complex and a proposed round about at alluvial and locan, it would only get busier.

#### Lack of green space-

By developing an apartment, we would be losing valuable greenspace. Not only is greenspace nicer to look at than an apartment complex, but they offer many health benefits as well.

#### Clerical issues-

As currently zoned, this area is zoned low density single family homes. To change the plan to make room for an apartment complex doesn't seem fair to the residences in this area.

Additionally, to have a meeting via zoom on a Friday from 6-7:30 is ridiculous. In addition to this strange start time, the post cards regarding the meeting were only delivered on Saturday. This does not allow much time to get the word out to the affected residents. And time is needed in this instance as some of the owners in the area did not even receive a post card.

Thank you for taking the time to read this email.

Thanks, Chris

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**From:** Katherine A Hickman <katherineh@mail.fresnostate.edu>  
**Sent:** Friday, January 21, 2022 8:12 AM  
**To:** Ricky Caperton  
**Subject:** [External] General Plan Amendment Rezone

I live on Enterprise Avenue and have for 39 years. I have been advised by neighbors that tonight, January 21, there is a virtual meeting that ultimately allows for building on Nees Avenue for "student housing". As you and Assimi are very aware this will back up to properties on Enterprise Avenue. I can't believe this is happening again in Clovis. If people in this area knew what you were doing, they would all object. How does one get noticed for these actions? I did not. When DeYoung came through and destroyed the area right behind us, we were not noticed nor were the next door neighbors even though it backed up to our properties. And of course, very developer friendly Clovis gave the go ahead. We vigorously object to this action.

If you have ever been at Shepherd and Willow Avenues you will note, because you cannot miss, the most un-aesthetically pleasing buildings in the county. They are straight out of east coast slums. Three stories of urban sprawl. I am sure Assimi with his money and power would have us believe that this is a good thing for a residential neighborhood. It is a horrible idea and a disruption beyond belief for residential neighborhood residents. Traffic congestion, noise, and effect on Dry Creek School at a minimum are impacted. Since you are the planners and I am the person whose quality of life is going to be affected, please answer my concerns or move them to the council level

- What happens to walkability in the neighborhood...you can't walk on Logan Avenue now as it has become too dangerous
- How are you protecting what is left of our open space...DeYoung finished off the open space behind me
- How much traffic will be generated and what will be done to reduce the increasing congestion on Nees and why increase traffic in a neighborhood?
- Are you aware of the social, crime and noise issues associated with "student housing"
- Where is the informed and concerned leadership in the City of Clovis

As a professor at a university I am well aware of the issues of 'student housing'. Ask university police what the issues are and please do not attempt to hide behind ..."well they are medical students". Have you ever driven by the old Valley Medical Center on Cedar Avenue in Fresno? The "student housing" across the street was a

constant source of problems and disruption as the Fresno Police Department can attest...the human factor exists in every group of students.

Again, if the City of Clovis has done any planning at all, they will recognize the impact of the development of student housing on Nees Avenue, the effect on increased traffic congestion, the increase in social problems and the devaluation of the properties behind the development. We do not support the rezoning of the area.

Please consider our strenuous objections. If there were an in-person meeting and there should be, I would voice my objection. Not sure if this action is related to the meeting at Dry Creek School in 2019, but surely the City noted at that time that neighbors are opposed.

Dr. Katherine Hickman  
2939 Enterprise  
Clovis, Ca. 93619

**From:** Ryan Davis <rydav21@gmail.com>  
**Sent:** Friday, January 21, 2022 9:27 AM  
**To:** Ricky Caperton  
**Cc:** Danielle Davis  
**Subject:** [External] Granville Apartments on Nees?

Hello Mr. Caperton,

Just last night I heard from fellow concerned neighbors about a proposal to rezone a parcel on Nees, between Temperance and Locan, as high density? And almost no notice was given to the surrounding community that this would impact? I'm hoping they are mistaken and this is much ado about nothing, because it makes no logical sense to insert apartments into 1 parcel of this rural area.

Dry Creek Elementary is the most impacted school in the entirety of Clovis Unified, and that particular section of Nees is already a terrible accident waiting to happen with many things wrong with it.

Countless other reasons I hope will be considered.

Thank you,  
Ryan and Danielle Davis  
559-575-3843

**From:** Stefanie Villanueva <stefanievillanueva@icloud.com>  
**Sent:** Friday, January 21, 2022 9:31 AM  
**To:** Ricky Caperton  
**Subject:** [External] Protest for high density change

Hello,  
My family lives on Portland Ave and we are very close to area in question. We formally protest the change from low density to high density for apartments to be built. We love our home and our neighborhood and do not think this change would be beneficial to our community. I am also upset that we were not properly notified about this huge change being proposed.

Thank you,  
Stefanie Villanueva

**From:** Bruce J. Berger <bruceb@bjbergerlaw.com>  
**Sent:** Friday, January 21, 2022 9:46 AM  
**To:** Ricky Caperton  
**Subject:** [External] January 21 informational meeting

**Importance:** High

*Mr. Caperton:*

*My wife and I live on Enterprise Avenue (just west of Locan).*

*I've heard this morning that the informational meeting scheduled for this evening regarding plans for student and faculty housing has been rescheduled for February 14; can you please confirm or otherwise set me straight on that?*

*Also, we've heard rumors that Darius Assemi has plans to develop a 3-story apartment complex on the north side of Nees between Locan and Temperance; if this is true, we have concerns, in that such a development would abut the southwest corner of our property, and would threaten to cast shade on our ground-mounted solar panels (which, by the way, have been there for approximately 14 years). Moreover, such a complex presents a threat to our overall privacy, in that multiple story units would have a direct view into our back yard. Can you please update us on Mr. Assemi's plans, specifically for the north side of Nees?*

*Much appreciated,*

*BJB*

*Bruce J. Berger  
Bruce J. Berger Law Firm, Inc.  
2147 Herndon Avenue  
Suite 103  
Clovis, California 93611  
Voice: (559) 326-7914  
FAX: (559) 533-0428*

*Orlando Office – By Appointment Only  
390 North Orange Avenue  
Suite 2300  
Orlando, Florida 32801  
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FAX: (407) 730-3584*

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**From:** Eric Benson <cgebenson@yahoo.com>  
**Sent:** Friday, January 21, 2022 11:40 AM  
**To:** Ricky Caperton  
**Cc:** Natalie Benson  
**Subject:** [External] R-T Park Area Comments

Hello,

I received a postcard requesting comments for the R-T park boundary and the housing for the CHSU campus. I have 2 children at Dry Creek elementary school and their classes are already at capacity. This overcrowding reduces their ability to learn and receive individualized attention. Furthermore, the overcrowded classrooms are a perfect environment for disease transmission like COVID-19 or other variants that the future holds.

This zoning plan is the "foot in the door" to put more houses and more density in the area, and new home owners / developers will flood the existing schools and exacerbate an already bad situation. I believe that ANY new development should include funding (paid for exclusively by new home owners and developers) for new schools.

Furthermore, the City of Clovis planning department and developers have demonstrated with ALL new construction in the past 5 years that there is no value on trees. Lot sizes are made as small as possible to fit as big a house as possible on it with no allowance for trees. This urbanization makes the areas even hotter as all the hardscape traps warmth and radiates it back up in the evenings. **Trees have value**, they give animals a home and give free shade to everyone. They make cities cooler and nicer and reduce energy consumption - but they need room to grow - and when you zone a 3000 sq ft house to occupy a 4000 sq ft lot - the result doesn't just effect one house - it results in there being no trees in the ENTIRE subdivision. I encourage you to drive around any new neighborhood - Houses 8 feet from the sidewalk and 8 feet between adjacent roofs - where are the trees going to grow? The result is no trees above the roof-line for acre after acre. Please reverse this atrocious policy and set minimum lot sizes that have room for yards and mature trees.

Respectfully,

Eric Benson  
(562) 381-5275

**From:** David Fujihara <dfujihara@chsu.edu>  
**Sent:** Friday, January 21, 2022 1:45 PM  
**To:** Ricky Caperton  
**Subject:** [External] Granville

Mr. Caperton,,

Last night I became aware of a development coming on Nees between Locan and Temperance. I wanted to formally voice my concern as a home owner in the area. I am profoundly disturbed about the lack of infrastructure in the area for such a marked increase in population. Has this been taken into consideration? Are there plans to fully develop the side walks to keep pedestrians safe? I live off of Quincy Ave at 1430 N Redington Ave and I can assure you there is already a large amount of traffic speeding through my neighborhood. There is a large amount of children that use the walking path near my house and locan. I have seen many close calls of cars almost colliding with children in the area. If there is no further development of the land prior to a population increase I assure you it is just a matter of time before a child is struck by a vehicle.

I would strongly oppose any such development in the area and encourage the city to consider the safety of the community before proceeding.

Thank you,  
David and Rachel Fujihara



**From:** Borjas Gym <mrsmonicaborjas@gmail.com>  
**Sent:** Friday, January 21, 2022 2:08 PM  
**To:** Ricky Caperton  
**Subject:** [External] Protest Apartment Development

Hello!

I wanted to go ahead and send a quick email to strongly protest Granville's desire to shadily get to the City of Clovis to redefine the low density residential land to essentially high density for apartments to build on. Please do not let this happen. This is so close to my home and something that would decrease our home value as well as our neighborhood. It is my understanding that a select few of my neighbors received a notification of a meeting tonight. Why wasn't this sent to everyone in the neighborhood? This affects us all.

All the best,  
Monica Borjas

Sent from my iPhone

**From:** Dean Tinnimit <deanster62@yahoo.com>  
**Sent:** Friday, January 21, 2022 5:16 PM  
**To:** Ricky Caperton  
**Subject:** [External] Technology park questions

My main concern is rif raf in parking lots, ever since Owens parkway has been extended there has been lots of burn outs and or extra loud music on the roadway. Will there be anything built to prevent such activities or keep sound to a minimum?

Also, for those of us whom are not directly on the canal and those with yards that will back up to this park/complex can we have a our wood fence replaced with a "brick" or mortar wall to help alleviate car noise and or delivery trucks that may be going to this industrial park? If we can have that happen that would help some of my concerns to noises that may come from the area.

I realized from the very beginning when I purchased this home 15+ yrs ago that development would happen but thought it would be on the south side of the canal but didn't know it would be on the east side of the neighborhood as well so personally my home will have it directly behind and besides me, and as I have mentioned before my concern is noise. I noticed when such areas like this are developed that the neighborhood shares a mortar wall and I would like that to be part of this as well. I'm all for development for I know it's good for our city, but privacy and especially noise is my main concern and hopefully that could be addressed with a solid wall to help prevent noise for those of us that our yards will be backed up to this tech park.

Thank you for your time,  
Dean Tinnimit

P.S. sorry for any grammatical errors because I'm trying to coach kids and do this on my phone. I actually have more questions but hopefully some of my neighbors will ask since I heard they have some of the same concerns and hopefully they will voice their opinions and concerns.

Sent from my iPhone

**From:** Jeffrey Sherman <jeff.sherman@comcast.net>  
**Sent:** Friday, January 21, 2022 9:01 PM  
**To:** Ricky Caperton  
**Subject:** [External] Re-Zoning Public Meeting (1/21/22) Follow Up

Mr. Caperton,

Just wanted to reach out after tonight's meeting. I am a resident in the Diamond Crest community (east of Locan and north of Nees.) I jumped onto the meeting late but did catch a lot of people's comments and questions and had some of my own that I thought I'd share.

First, I appreciated your professionalism and organization of the meeting. The complaints of the meeting being virtual seemed silly to me. We're all used to virtual meetings in our personal and professional lives now and "seeing the whites" of someone's eyes has zero to do with being responsible and safe during a pandemic. We aren't taking aim at each other and firing bullets so that was a weird portion of phrase to use in my opinion. I understood the point, as I'm sure everyone on the call did, about in-person meetings being more efficient and personal, etc. But comparing risk and reward for tonight's meeting, it felt appropriate for the choice of making it virtual.

Second, several people used phrases like "we all" and "our community thinks" which I personally did not appreciate as they don't speak or think for me or my family.

What I failed to hear from complaints and comments was what anyone's fears or concerns were based in. I myself don't automatically hear "student/faculty" housing and have a perception of low income (affordable housing) or lower home values or crime, etc. I feel like why shouldn't people be able to leave near us that are attending or working at a college campus? What I heard was privilege and entitlement in most of the comments.

Maybe it is my own inexperience of living near "student housing" that offers me no frame of reference as to the benefits or possible negative affects of this potential re-zoning but I thought you should at least hear from someone that lives right next to that area that has no issue with it.

Look forward to hearing from more in the community at future public meetings.

Regards,

Jeff Sherman  
Clovis Resident

Dear Mr. Caperton,

I was notified by neighbors of the proposed plan by Granville to build a multi-story apartment complex on Nees between Locan and Temperance.

I strongly oppose the building of an apartment complex in this area for several reasons:

1. Infrastructure. Nees, east of Temperance, is a single lane country road. With all the development in the area, there is a heavy burden of traffic on this road and the quality of the road has suffered immensely. The traffic has become a safety concern to the children walking on the dirt shoulder of this road to school at Dry Creek Elementary. Adding an apartment complex to this area is foolhardy, with no consideration to the downstream effects of traffic congestion and unsafe conditions for pedestrians.
2. Environmental. These grasslands are home to small mammals, amphibians, and reptiles that have been pushed to the outer reaches of the city limits by excessive and unsustainable development. For example, the giant garter snake (*Thamnophis gigas*) is a threatened species in Fresno County and can be found in the area. Densely spaced construction with razing of the natural grasslands of the area negatively impacts their natural habitat and risks the survival of the species. This is only one example of the harms that can come to wildlife in the area. A full environmental impact review should be performed.
3. Water. Clovis planners must be using extremely optimistic projections for future water supply to continue approving housing projects at all. The historical record shows California has suffered through multiple hundred-year-long droughts in its history. We are currently in a significant drought now. Climate change has led to increasingly hot summers and worsened the cyclical drought conditions of our state. There will come a time when water is *actually* scarce and there isn't enough to go around. The coastal areas of our state will develop desalination plants to supply their water from the ocean. What will we do?
4. The Clovis Quality of Life. I can tell you that *no one* moved out to Locan and Temperance, once an extremely rural area, to be situated next to a multi-story apartment complex. This development would be an eye sore in the middle of the grasslands of the area. The values of the properties in the immediate area would suffer irreparable harm. People living in these types of houses on 1-2 acres live there for the privacy and rural life it provides. This used to be a central tenet of the City of Clovis, what is going on?

This area is zoned as low density residential land for a reason. It is an open area surrounded by fields with tall grasses and situated on a single lane country road. From the proposed area there are only a handful of distantly spaced houses in sight, with no semblance of urban development whatsoever. It makes absolutely no sense to build an apartment complex along this street. It will harm the environment, it will harm taxpayers by forcing additional development of infrastructure in the area, it is unsustainable growth of consumption of natural resources, and erodes the Clovis quality of life.

Never did I think I would see the day when large developers would try to build apartments out on Locan and Temperance. Does Clovis despise its rural residents?

I strongly ask all parties involved to reconsider the location of this building project.

Sincerely,  
Gabriel Schroeder

**From:** Gena Behrens <genabehrens@gmail.com>  
**Sent:** Monday, January 24, 2022 4:48 PM  
**To:** Ricky Caperton  
**Subject:** [External] Rezoning in Clovis

Dear Ricky,

I am writing on behalf of the public meeting that happened on January 21. I do not support the rezoning of the Temperance/Alluvial area for apartments. This is an area full of homes and commercial buildings and does not make sense to build apartments in the middle of these areas. There are plenty of apartments already in the area that can accommodate the school without taking away from businesses and the quiet for homeowners. The added traffic will cause even more congestion that we already experience.

Sincerely,  
Gena Behrens  
Diamond Crest Community

**From:** Daniel Valluzzi <daniel.valluzzi@icloud.com>  
**Sent:** Tuesday, January 25, 2022 7:50 PM  
**To:** Ricky Caperton  
**Subject:** [External] 168 and Owens Mountain Parkway

Good evening,

I am a homeowner in the Harlan Ranch community. Is it true that you are attempting to rezone the land on 168 and Owens Mountain Parkway for college apartments?  
Could you please email me more information about the proposal?

Thank you,  
Daniel Valluzzi

**From:** Chuck F <fraternis3t6@gmail.com>  
**Sent:** Tuesday, January 25, 2022 9:53 PM  
**To:** Ricky Caperton  
**Subject:** [External] Possible Student Complex 168/OwenMountain

Dear Sir/Madam,

It came to our attention that the city planner is in the process of rezoning the lot at 168/Owen Mountains Parkway. Just wanted to tell you clearly "NO"... As the residents in this neighborhood we will do our best to dispute this and vote to kick out the responsible members, planners and mayors.

Yours Sincerely,  
Chuck

**From:** Janet Halsey <halseyelectric@sbcglobal.net>  
**Sent:** Wednesday, January 26, 2022 11:09 AM  
**To:** Ricky Caperton  
**Subject:** [External] Change in zoning for student housing  
Temperance/Alluvial

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear Mr. Caperton,

I have some concerns about the new development ideas for the above project. It will need an awfully large allotment of the property for parking, plus ingress and egress. That will add a tremendous amount of traffic to that area in and around the traffic circle, as well as the rural streets nearby. Does anyone know how you plan to accommodate that? Are you also adding more Clovis PD to take care of that extra college age stuff which comes with college apartment housing so that we can protect the residential and business community near there? Who is the developer and what financial arrangement have been made with them to cover all of the community concerns? Is there a place of public records where I may go and view all of that information?

I appreciate your help in this matter.

Janet Halsey



**From:** path@psnw.com  
**Sent:** Thursday, January 27, 2022 6:30 AM  
**To:** Ricky Caperton  
**Subject:** [External] 168 project

I attended the online meeting.

I did not hear these questions asked:

1. Is the faculty housing apartments or single homes? How many apartments or single homes?
2. Does the College already own the properties that are designated for student and faculty housing?
3. Is the Developer that is hauling in dirt on the lot on Temperance in charge of the project for the school at that site?

Thank you  
Patricia Hulsey

**From:** Tim Douglas <timothyddouglas3@gmail.com>  
**Sent:** Friday, January 28, 2022 1:36 PM  
**To:** Ricky Caperton  
**Subject:** [External] Research and Tech Park

Ricky--

I took part on the Webex last week and heard your answer to multiple questions regarding the work being done on this project. As a family who lives near this project, I must ask again: if there is no clear project defined, then why is so much dirt being brought to the site? What is the purpose of this activity?

Thanks.

**From:** Yvonne Haas <ynhaas@gmail.com>  
**Sent:** Saturday, February 5, 2022 10:58 AM  
**To:** Ricky Caperton  
**Subject:** [External] R-T Park boundary

Hello Mr. Caperton,  
We were unable to make the virtual meeting last month and I hear there will be another meeting soon. So i want to ask what is being planned for the empty land that is surrounded by 168 and Owens Mountain Parkway. Where there is an offramp to DeWolf? It is close to our house.

Dan & Yvonne Haas

**From:** Clovis Help Line <noreply@user.govoutreach.com>  
**Sent:** Friday, February 11, 2022 1:48 PM  
**To:** Ricky Caperton  
**Subject:** [External] Clovis CRM: You have been assigned a new Request #: 6112327

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Request # 6112327 from the Government Outreach System has been assigned to you by George Gonzalez.**

---

**Request type:** Problem

**Request area:** Planning (Other)

**Citizen name:** Christine Kucera

**Description:** Christy Kucera

Wed 2/9/2022 9:42 AM

My husband and I are against the rezoning of Hwy 168 and Owens Mt Parkway. Anything zoned high density is not appropriate for the neighborhood we live in. Please reconsider the type of area for your low income housing, which is what you really are proposing here. Something actually closer to schools, shopping, and large colleges. The above referenced area does not fall into that category. 350 units translates into 700 parking spaces. Residents would be parking on the streets where our children play putting children at risk.

Christine and David Kucera

**Expected Close Date:** March 1, 2022

[Click here to access the request](#)

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Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

**From:** path@psnw.com  
**Sent:** Tuesday, February 15, 2022 4:42 AM  
**To:** Ricky Caperton  
**Subject:** [External] RT meeting

I am unable to attend the meeting due to care duties for my husband, but in talking with neighbors the questions you should be prepared to answer and my questions are:

Who currently owns the properties in question?

Who is requesting the zoning change?

Does the college have an option on these properties based on the zoning change?

Will the faculty housing be another 300 apartments in addition to the 300 being built for students?

Has anyone studied the traffic problems: For example, those who live in the 300 apartments on Temperance would have to go north clear up to Nees and make a U turn and come back south in order to access the apartments.

If you don't know the answers, then perhaps you can bring someone who can answer these questions as they are essential to transparency of what is going on.

P.Hulsey  
[path@psnw.com](mailto:path@psnw.com)

**From:** Renee Mathis  
**Sent:** Monday, February 28, 2022 2:41 PM  
**To:** Ricky Caperton  
**Subject:** FW: [External] CHSU Expansion Plan

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Found it!



**Renee Mathis | Director**

City of Clovis | **Planning & Development Services**  
 p. 559.324.2351 | f. 559.324.2844  
[reneem@cityofclovis.com](mailto:reneem@cityofclovis.com)

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**From:** Jake Tracy <[jake.tracy@gvhomes.com](mailto:jake.tracy@gvhomes.com)>  
**Sent:** Wednesday, February 23, 2022 2:48 PM  
**To:** [caperton@ci.clovis.ca.us](mailto:caperton@ci.clovis.ca.us); Renee Mathis <[ReneeM@ci.clovis.ca.us](mailto:ReneeM@ci.clovis.ca.us)>; Jose Flores <[JoseF@ci.clovis.ca.us](mailto:JoseF@ci.clovis.ca.us)>; Lynne Ashbeck <[LynneA@ci.clovis.ca.us](mailto:LynneA@ci.clovis.ca.us)>; Drew Bessinger <[DrewB@ci.clovis.ca.us](mailto:DrewB@ci.clovis.ca.us)>; Vong Mouanoutoua <[VongM@ci.clovis.ca.us](mailto:VongM@ci.clovis.ca.us)>; Bob Whalen <[BobW@ci.clovis.ca.us](mailto:BobW@ci.clovis.ca.us)>  
**Subject:** [External] CHSU Expansion Plan

Clovis Council Members,

My name is Jake Tracy. I reside at 1712 North Ryan Avenue, Clovis CA. We moved from Fort Worth Texas a couple years ago and found the next best little piece of country to live in, Clovis, CA. Recently we've had folks come by the house talk about how the CHSU campus expansion will bring college housing, looting, retail, potentially liquor stores and crime with an increase of drunk driving on Temperance Ave.

I try and perform my civic duty when called upon. My neighbors, some of whom have completed programs at CHSU, speak very highly of the school, the faculty and the programs. My realtor tells me that property values will rise not fall and that the city of Clovis has always been super responsible in their real estate development practices especially near schools.

In short, I am in total support of the CHSU Campus expansion plan. One of my neighbors is Clovis PD and shared many reasons why crime will actually be reduced by the expansion and will make the area more walkable and bring some conveniences a little closer than driving down to Herndon passed the Hospital.

I'm also glad that Granville is the developer; they do an outstanding job when it comes to quality. Please feel free to contact me if you have any questions.

Thank you,

Jake Tracy  
559.981.7499

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**From:** Kaylen at Beal Developments, LLC  
<kaylen.bealdevelopmentsllc@gmail.com>  
**Sent:** Monday, February 28, 2022 4:04 PM  
**To:** Ricky Caperton  
**Cc:** George Beal  
**Subject:** [External] From the desk of George Beal: R-T Park

Good afternoon Mr. Ricky Caperton,  
I own property and a business in this area and fully support this proposal of the General Plan Amendment (GPA2021-007), Rezone (R2021-010), and Ordinance Amendment( OA2021-004).  
Thank you,  
George Beal  
(559) 288-0211

Beal Developments, LLC  
Sterling Hartel Developments 1, Inc.



**From:** Jimmy Corrao <jimmycorrao33@gmail.com>  
**Sent:** Tuesday, March 1, 2022 7:29 AM  
**To:** Ricky Caperton  
**Subject:** [External] 3/2/22 Neighborhood Meeting

Hi Mr. Caperton,

I am unable to attend the neighborhood meeting at Dry Creek Elementary on 3/2/22 regarding the R-T Park and the high density housing. As a neighbor I am opposed to re-zoning to accommodate high density housing.

Jimmy

**From:** allison hindman <allakona@gmail.com>  
**Sent:** Tuesday, March 1, 2022 10:07 PM  
**To:** Ricky Caperton  
**Subject:** [External] Granville Student Housing Project

Hi Ricky,

My name is Allison Hindman and I live in Deauville East off Temperance Ave. I am aware of and fully support Mr. Assimi with his idea to add the student housing near Temperance and Alluvial. I think it will be better for the community to have the students living walking distance to the university rather than driving in.

Myself and some neighbors met with Darius and discussed pros and cons. We are looking forward to having the retail business going in also to support the students and faculty.

Please consider this when making you planning decisions.

Thanks,  
Allison

**From:** Manuel M. Martín-Rodríguez <m\_artin3525@hotmail.com>  
**Sent:** Wednesday, March 2, 2022 10:54 AM  
**To:** Ricky Caperton  
**Subject:** [External] Research & Technology(R-T) Park

Dear Mr. Caperton:

As a property owner in the boundary map for this development, I am writing to express my concerns about the proposal.

In the first place, I am concerned about the manner in which the developer has presented this proposal. Characterizing this development as faculty and student housing in connection with a recently opened, very small medical school in the area suggests an attempt to deceive the potentially affected neighbors and/or the City. The number of homes and apartments proposed is completely out of sync with the reality of student enrollments and faculty numbers in that school. Furthermore, there is no credible indication of demand on the part of students and faculty, which suggests those new lodgings are not necessarily needed for the stated purpose.

Secondly, I am very concerned about changes in density of population in the area. At this point, the area is characterized by single-family homes and some lingering small farms from an earlier era. The proposed development would change that urban landscape in several undesirable ways:

1. It would greatly impact the Dry Creek school and the school system in general, at a time when Dry Creek is already under stress.
2. It would increase traffic, pollution, and noise, thereby changing the current style of living that attracted current homeowners to the area.
3. It would have a negative effect on property values for existing homes.
4. It may have adverse effects on crime and accidents.
5. It would have an impact on resources and sustainability, right when a predicted long-term drought is already presenting challenges to the state and to the area.
6. The area has virtually no recreational areas at this point, and an increase in population would mean that the few existing trails would become even more overcrowded.

For these reasons, I am opposed to the proposed development, and I urge the city to explore more sustainable alternatives to developing that land.

Sincerely,

Manuel Martín Rodríguez

**From:** Steven Tripp <steven.tripp@rmking.com>  
**Sent:** Wednesday, March 2, 2022 8:06 PM  
**To:** Ricky Caperton  
**Subject:** [External] Clovis RT park meeting follow up

Ricky,

Just wanted to reach out to you and first and foremost thank you for moderating these meetings and coordinating the information provided. I'm sorry for the behavior and rude actions of many of those involved and commenting during the QA sessions. The level of class and lack of respect for those just simply trying to do their job is embarrassing and so I just wanted to say sorry for some of the behavior you had to endure. There is a basic level of respect and adherence to social constructs that is needed to be displayed in order to have a public forum like this be a productive environment and all too often it was missing. If you could please provide the email for the presenter from CHSU and or forward this email to him it would be much appreciated. I believe he did a great job exhibiting restraint and making clear and concise points that unfortunately seemed to be at times falling of deaf ears. I was skeptical of the project at first but now believe it makes a lot of sense and I just wanted to reach out share thanks and represent my thoughts. Hopefully this provides viewpoint of a community member that may not be present at the open forums but is thankful for the work you are doing.

Thanks for your time,

Steven Tripp

--

Steven Tripp  
R.M. King Company  
T. [559.266.0258](tel:559.266.0258)  
F. [559.266.1672](tel:559.266.1672)

**From:** nms1969 (null) <nms1969@aol.com>  
**Sent:** Thursday, March 3, 2022 6:32 AM  
**To:** Ricky Caperton  
**Subject:** [External] RT Park "Cleanup " meeting March 2, 2022

My name is Nancy Scheidt, I live at 1279 N. Joshua, I attended last nights meeting at Dry Creek Elementary regarding the subject issue. I would like a schedule of meetings regarding the proposed changes. This would include future neighborhood information meetings, planning commission meetings and any city Council meetings pertaining to the subject. If you could provide that schedule I would appreciate it. And just as a matter of understanding, as this project currently stands I oppose the prospect of high density housing in this area.

Thank you

Nancy Scheidt  
1279 N Joshua  
Clovis CA 93619  
559-903-0050

Sent from my iPhone

**From:** Christopher Nola <christopher.nola@bailsllc.com>  
**Sent:** Thursday, March 3, 2022 8:51 AM  
**To:** Ricky Caperton  
**Subject:** [External] R-T Meeting at Dry Creek

Ricky,

I attended last night's meeting. I wanted to let you know that you did a wonderful job moderating the meeting. You were put in a difficult situation, and I appreciate your professionalism. It is not easy when you have some individuals whose opinion is overwhelmed by their emotions on the subject. Unfortunately they do not realize that their words can be disrespectful and disruptive. You are doing your job and representing the city of Clovis to the best of your ability.

Thank you for your commitment,

**Christopher Nola, MBA, CEBS**  
Senior Applications Consultant | Bails & Associates  
[Christopher.nola@bailsllc.com](mailto:Christopher.nola@bailsllc.com)  
O: 559.977.1746  
C: 559.977.1746



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**From:** Manuel M. Martín-Rodríguez <m\_artin3525@hotmail.com>  
**Sent:** Friday, March 4, 2022 7:59 AM  
**To:** Ricky Caperton  
**Subject:** Re: [External] Research & Technology(R-T) Park

Dear Mr. Caperton:

after attending the other night's meeting with the developers and the university administrators, I am writing to reiterate my concerns about the proposed project, as well as what was described at the meeting as "cleaning up inconsistencies" in the zoning and usage maps.

On this latter point, I was surprised to learn that neighbors in the affected zone had not been consulted. I thought I might have missed the notice for that meeting myself, but I learned that no meeting had ever been called to discuss this most important matter. I would urge you and the city to consider convening such a meeting so that you may hear the neighbors' opinion first hand. In my own view, there is no reason for cleaning up the inconsistency by changing the land usage to include apartment buildings; it would make much more sense to unify and clean up the the inconsistencies maintaining the research park use already in existence, with which the neighbors have expressed no issues that I know of.

As for the proposed development, I am now more convinced than ever that the developer is using the university as an excuse to build general-use apartments, and that the university is using the proposed development to cover up for poor planning on their part. Allow me to explain why I believe that to be the case.

1. The university claimed that they need faculty housing in order to attract first-rate professors. My objections: UC Merced opened 14 years ago with no faculty housing, yet it succeeded in attracting first-rate faculty, even if they had to do so to a less desirable location (in the estimation of many) like Merced. Moreover, I very much doubt that the medical school faculty would want to live on university property instead of owning their own homes. With the average medical school salaries, moreover, those faculty members would have no trouble finding and purchasing existing homes in Clovis or wherever they might prefer living.

2. The university claimed that they need student housing within walking distance to the campus, yet they failed to explain why they could not build dorms within their own property. UC Merced kept being mentioned as a point of comparison but, again, UC Merced built the dorms they needed within its own property prior to opening in 2005. Neighbors present at the meeting suggested workable alternatives the university appeared not to have contemplated, like building dorms near the hospital close-by (in which they claimed their students were doing 2-year residences). Building there (or anywhere else) and implementing a shuttle service or bus routes (like UC Merced has done for its off-campus students and faculty) would clearly take care of that problem.

3. The university and the developer, as mentioned, kept referring to UC Merced as a model but, as it was pointed out to them at the meeting, UC Merced was not built next door to existing

neighborhoods, but in the middle of nowhere. What we are worried about is precisely the fact that the project intends to transform our low-density neighborhoods into high-density ones.

4. The university and the developer attempted to sell their project using a set of promises that are only worth the paper they are printed on. For instance, they claimed (several times) that their students would become the doctors we need in our community and around the Central Valley. Yet, unless students are asked to sign a contract binding them to work in this area when they graduate there would be no way to prevent their taking jobs elsewhere. They also claimed that our property values would go up 20%, based on a study they had either commissioned or found somewhere. Again, unless they are willing to sign a contract with homeowners (many of whom actually own Granville Homes properties) to the effect that they commit to buying our homes at (at least) current value plus 20%, that study is meaningless.

5. When developers were asked about water issues, the main speaker (sorry I did not catch his name) deferred to their own engineering expert who said they did not have a plan as of now but that they would develop one. In any case, he said, they would use surface (not well) water. Now, in the middle of the worst drought ever, where do they plan to get surface water? The lack of planning in this and other serious matters should be of extreme concern to the city, as it is to the affected neighbors.

6. The developer acknowledged the strong likelihood that not all apartment units would be occupied by students, and that within 30 days they would be made available to the general public. This, as it was pointed out to them, would generate at least two problems: one, because Dry Creek is a rather desirable school, general-access apartments would be likely to attract families with young children who would benefit from the excellence of the school district without committing to long-term tax-paying to support it, as homeowners in the area (like myself) do; moreover, this would impact (perhaps severely) a school that is already stressed; the second problem pointed out is that when the proposed apartments get to be fully occupied by a mixture of students and the general public, and when the university increases its enrollment numbers, new students would have no place in which to stay, which clearly defeats the purpose of building external housing in the first place. Again, the university could build dorms (like all other schools do) on their own property and thus have full control of housing, but they do not seem to be willing to do so. Instead, they propose to solve their problem (lack of planning) by creating one for us. This is not acceptable to existing homeowners, and I believe the city should reject this plan as well as the proposed rezoning (even it is called "cleaning up inconsistencies").

Sincerely,

Manuel Martín Rodríguez

On 3/2/2022 11:09 AM, Ricky Caperton wrote:

Hi Manuel,  
Thank you for your comment. I am in receipt of it.

Ricky Caperton, AICP | Deputy City Planner  
City of Clovis | Planning Division  
p. 559.324.2347 | m. 559.593.5176



[rcaperton@cityofclovis.com](mailto:rcaperton@cityofclovis.com)

-----Original Message-----

From: Manuel M. Martín-Rodríguez [[mailto:m\\_artin3525@hotmail.com](mailto:m_artin3525@hotmail.com)]

Sent: Wednesday, March 2, 2022 10:54 AM

To: Ricky Caperton <[rcaperton@ci.clovis.ca.us](mailto:rcaperton@ci.clovis.ca.us)>

Subject: [External] Research & Technology (R-T) Park

Dear Mr. Caperton:

As a property owner in the boundary map for this development, I am writing to express my concerns about the proposal.

In the first place, I am concerned about the manner in which the developer has presented this proposal. Characterizing this development as faculty and student housing in connection with a recently opened, very small medical school in the area suggests an attempt to deceive the potentially affected neighbors and/or the City. The number of homes and apartments proposed is completely out of sync with the reality of student enrollments and faculty numbers in that school. Furthermore, there is no credible indication of demand on the part of students and faculty, which suggests those new lodgings are not necessarily needed for the stated purpose.

Secondly, I am very concerned about changes in density of population in the area. At this point, the area is characterized by single-family homes and some lingering small farms from an earlier era. The proposed development would change that urban landscape in several undesirable ways:

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6. The area has virtually no recreational areas at this point, and an increase in population would mean that the few existing trails would become even more overcrowded.

For these reasons, I am opposed to the proposed development, and I urge the city to explore more sustainable alternatives to developing that land.

Sincerely,

Manuel Martín Rodríguez

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### **Rezone: Part One**

The first part of the story of how the million-dollar development industry led to political corruption came to light after a Clovis city councilman demanded a bribe from a developer in return for a vote on a rezoning issue in 1993. The developer went to the FBI instead, and the FBI found a widespread net of crooked developers and crooked politicians.

"Local residents," said the Fresno Bee in an editorial in 1999, "have paid a heavy price through corrupt planning decisions that have turned much of the Fresno and Clovis area into a mishmash of strip malls and sprawl-causing housing developments that have stretched the infrastructure beyond its limits. . . . These crimes struck at the heart of our governmental processes, increasing public cynicism toward elected officials, staining even those who have played by the rules. As part of the ongoing investigation dubbed Operation Rezone, nine politicians, lobbyists and developers have pleaded guilty or been sent to prison. Their crimes range from wire fraud to obstruction of justice—all related to key City Council votes on rezoning and housing development.

John Bonadelle the "developer" who was convicted stated, "I have spent 50 years of my life helping build this community. (Fresno and Clovis)

### **Rezone : Part Two**

The City Council voted in 2021 to approve a memorandum of understanding between the City of Clovis and the California Health Sciences University (CHSU) Owned by Darius Assemi acknowledging and allowing CHSU's plans for developing in the Research and Technology (RT) Park area at Alluvial and Temperance Avenues. The University will continue campus expansion plans, build additional health sciences colleges, and offer new student and faculty housing near campus. Phase two is planned to include student and faculty housing with 20 acres of multi-family homes and 50 acres of single-family homes. Phase three is planned to build future health sciences colleges and an ancillary commercial center on 23 acres. In all approximately 70 acres of Clovis real estate both rural and undeveloped and already established developed housing tracks would be affected. The school website appears to discuss 100-150 students at capacity and 20-30 part time professors that do not need housing.

Darius Assemi is President and CEO of Granville Homes – a real estate development company. His mission is to "build healthier communities in areas of concentrated poverty in Fresno County" hmm, not unlike John Bonadelle philanthropist and community good guy.

Darius Assemi owns the California Health Sciences University on acreage on Alluvial Avenue that he also owns. The Assemi family, Darius, Farid and Farshid are on the Board of Trustees for the California Health Sciences University. The land developing Assemi has a need for Rezoning and perhaps a general plan amendment so he can build not only his RT park but since he has purchased all the property on Nees and Temperance as well, it would be a sure bet that the rezoning is a lock.

**Please do not attempt to tell us that the California Health Sciences University, owned by Darius Assemi and run by the Assemi family needs 286 apartments, 64 Townhouses and 250 single family homes to be successful. Do not test our intelligence by stating that a green zone will be developed as no sane person will walk, bike, or ride a scooter once these streets are developed. Maybe the state would believe this fairy tale, but I would point to Locan Avenue after De Young developed near the corner of Nees...it is a two-lane freeway. No green space and doesn't population increase traffic, noise, crime, and decrease green space?**

**Do the established housing developments on Temperance and Nees need multi story, commercial multi-use development on the corner across the street from them? Isn't that a problem for children walking to Dry Creek School that already has no room for existing students? Or do they even know? Usually, the City Planning Department does a good job of notifying affected homeowners after plan and rezone changes.**

**Back to rezone, Part Two. Does anyone in the City of Clovis or the County of Fresno believe that there is no conflict of interest in this rezone and development? How is this allowed? Do the members of City Planning or the folks who approved this mess does not recognize there will be no green space and not enough medical students to fill one apartment building. If its not that It must mean that something else is going on. In the City of Fresno at this very moment the FBI is investigating what has happened in their business of city development. Does no one in Clovis remember the Clovis City Councilperson who went to jail for similar problems? It is time to bring in the state of California and the FBI who are very familiar with this area. Perhaps they can bring some sanity.**

**From:** Tim Douglas <timothyddouglas3@gmail.com>  
**Sent:** Tuesday, March 8, 2022 9:45 AM  
**To:** Ricky Caperton  
**Subject:** [External] Research and Tech Park

Good morning--

I'm a resident in the neighborhood that will be impacted by the family housing proposal.

Frankly, this is not a good look for the project or for the developer. I attended the meeting at Dry Creek Elementary, and oddly enough, this issue never arose (please see link: [https://link.edgепilot.com/s/5b9b9013/bHHM94n1IUy17EoPV\\_xV8g?u=https://www.fresnobee.com/news/local/article259158543.html](https://link.edgепilot.com/s/5b9b9013/bHHM94n1IUy17EoPV_xV8g?u=https://www.fresnobee.com/news/local/article259158543.html)).

I know you've seen this story and I would like to know a few things:

1. Why didn't the developer raise this issue during the Dry Creek meeting? Reasonable to assume this would have cast his "presentation" in a brand new light, yes?
2. Why didn't you raise this issue? In fairness, you might not have known about it, but I do want to ask.
3. Do you agree that this lack of accreditation will have a significant impact on the multi-family housing project and how it's being "sold" by the developer and how it will be viewed by the city? And if not, why not?
4. In your expert opinion, doesn't this project meet the CEQA/EIR threshold?

Finally, I strongly encourage you/the city to organize another community meeting in advance of the proposed planning commission hearing on this issue, which is set for April.

Thanks for your time.

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MAR 11 2022

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## Ten things that went majorly wrong at the RT Community Meeting (compiled from neighbor comments)

- 1 Darius Assemi...Mr. Assemi showed up in old jeans and a cotton tee shirt. Not sure who he thought he was meeting with, but he dressed down for the occasion. Most people in the audience were pretty sure he does not own ratty clothes so he must have borrowed them from his gardener.
- 2 Darius Assemi...would not stop talking over community members as they spoke. He did not want to give up control of the microphone and listen...he listened to himself and apparently thought he sounded pretty good as he would not stop talking. He was combative.
- 3 Darius Assemi...never did get to an explanation as to why all of the area in the "cleanup" had to be rezoned even though the property needed for 'student housing' is quite small. In his vision, students of professional status will not go to school unless they walk, bike, or ride a scooter, leaving all the rest of the students in the world to fend on their own in the hazardous journey to a school site. Interesting sidelight to his argument for 'walkability'...according to his own mapping, 'walkability' only occurs in Assemiland in a sort of square around a trail...no walkability outside of Assemiland meaning the rest of us have to negotiate on Temperance, Alluvial, Nees and Owens Mountain Parkway...imagine adding more traffic to the neighborhood area outside of Assemiland. You cannot walk to Clovis Community Hospital now or with this plan...you traverse three major streets and a freeway. If you were foolish enough to attempt to do so you would perish or at least need a medical student for the injuries. I am sure the medical students will be driving if they are smart and not too tired.
- 4 Darius Assemi had as asinine idea to create drama by bringing along a dozen white-coated medical students who explained they had no time to party as they were too tired. Mr. Assemi explained that medical students are 28 years old and do not party ever. They looked younger than 28. One female student cried. An instructor explained that she has been looking for affordable housing since 2015...no one in the audience wanted her for their doctor.
- 5 Darius Assemi threatened the audience by most counts five times by stating that the land under discussion presently is zoned for a hotel (most thought it was zoned residential) and went so far to show a slide not once but three times of a hotel to the audience. Maybe it was a hotel he built. At any rate when called on it by a community member he denied he was 'threatening'...maybe not, more like intimidating.
- 6 Darius Assemi requesting the police be called. They showed up right after he got into it with a tall guy in the back of the room that probably scared him with his very pointed questions. A K-9 officer really? Were we about to be arrested, resist arrest (hence the dog) or need to be controlled? Really negative response from the crowd, nice police officers though.

- 7 Darius Assemi proudly stating several times that he does not build low-income housing. He advised he has never built any housing for the poor, nor does he enter into Section Eight Housing contracts with the government. Never. So, we were all wondering about these upcoming contracts that are obviously going to be signed with various government-entities that require these considerations...maybe the over exaggeration of 'walkability' within Assemiland will be enough to overcome his never providing housing for the poor with the state but it gives Clovis a black eye. Embarrassing.
- 8 Darius Assemi's introduction of Florence T. Dunn, Present of the University. We don't believe Ms. Dunn is a medical person or at least she didn't give the impression that she knows much about things that were happening. She would not answer if the University was a for-profit or a non-profit organization, but she did state they were not making money. But as with most set ups of this type, government does make it very profitable whether or not the institution is 'showing a profit'. She got into an argument with a community member that was inquiring about their funding, pointed her finger and said, 'listen lady' referring to the woman who was talking...the woman advised Florence she had a real name and to never address her that way again. Florence was just upset that the group was finding out that Darius Assemi owns the university (she said a generous person opened their wallet.) They also copped to three Assemi's on the Board of Trustees for the University.. She is apparently unfamiliar with the Universities Strategic Plan that involves integrity, ethics, and stewardship (and conflict of interest).
- 9 The setup of the meeting was totally unprofessional. No one was in charge except Ricky Caperton who was there to make sure that everyone heard Darius Assemi. He may be a good city planner (pro development). But nonetheless, there was no organization, no order to how people were recognized to speak, no sign-up sheet for questions, no written minutes, no speaking lectern and certainly no good way to discuss the concerns that the audience had. It was immediately hostile.
- 10 This is the most concerning wrong. The City of Clovis delegated its authority to Darius Assemi. We were negotiating with the land developer who wants to destroy our neighborhoods! He bore *the signatur imprimatur* of approval from the Clovis City Council and apparently the Clovis Planning Commission. He was designated and ordained as the person in charge of Clovis development. How could this happen? Since when are private citizens (albeit rich and powerful) entitled to dictate to us other not so rich and powerful citizens? Where was our local government? Not there, unless you count, Darius Assemi.

So many unanswered questions of the City Council and the Planning Commission. We would refer this to a newspaper...but wait...doesn't Darius Assemi own one of those as well?

Just in from another citizen:

When driving east of Clovis Avenue and north of Herndon Avenue, I have noticed signs from Granville everywhere, side streets, main streets and soon to be destroyed neighborhoods. How did one developer get a stronghold on all of the prime real estate? It can be called the Assemi Annex of Clovis.

For this groups information, I checked with the Secretary of State website on contributions for 2021 for Granville Corporation, not individual Assemi's or family and board members of Assemi's or sub-contractors of Assemi or all the other ways that money comes in, just Granville.

I would think being a businessperson, that if a government entity knew they were going to be doing business with a corporation, that they would go out of their way to avoid any appearance of impropriety, not to engage in gifts or any financial support...it's called ethics.

In 2021, the second highest amount of political contributions by the Assemi Corporation in the county/state of all their many contributions went to Lyn Ashbeck, \$ 7000.00; also to Nathan Magsid \$2500.00 and Drew Bessenger \$2500.00. WOW. Maybe they didn't know they were doing business with Granville these days.

Scary wrong and the FBI thinks it has problems in Fresno.



FRESNO CA 936

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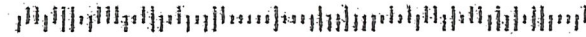
FOREVER

USA

AGENDA ITEM NO. 13.

Jose Flores  
City Council  
1033 Fifth St.  
Clovis CA 93612

50612-130000



**From:** Nina Sensenbaugh CalBRE 01867955 Realtor - GRI  
<nina@guarantee.com>  
**Sent:** Friday, March 18, 2022 9:50 AM  
**To:** Ricky Caperton  
**Subject:** [External] Research & Technology area Temperance/Alluvial

Hi - I just wanted to reach out and show my support for the apartment complex that is under consideration to be built within the R&T property on the West side of Temperance. The campus is already there - and the students need to live somewhere. Having a place that is close enough to walk or short safe bike ride makes the most sense - helps reduce vehicle traffic and congestion. I also support the plan to have an extended trail system on the west edge of the apartment complex since we live near by and utilize the trails regularly.

We also wish the trail would be re-opened West of Fowler along the canal. We walk this regularly (prior to it being shut down) and having it closed means moving to an unsafe route - not safe for kids or adults. Is there any way to have this revisited?

Sincerely  
 Nina Sensenbaugh  
 Clovis Resident  
 2720 Muncie Ave



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**From:** Jenny McLelland <jennymclelland@mac.com>  
**Sent:** Tuesday, March 22, 2022 7:09 AM  
**To:** Ricky Caperton  
**Subject:** [External] CHSU Campus R-T Park Apartments (PRO)

Hi -

I'm a resident of Harlan Ranch.

I think the campus housing planned for the CHSU campus is a GREAT idea and I hope that the city changes the zoning / General Plan to allow it.

Right now the parcel in question is a vacant lot. Changing the vacant lot into literally anything other than a vacant lot would be good for the city, the neighborhood, and the economy.

It's not like the CHSU students are going to be hosting massive fraternity parties and making noise - they're adult students in medical school who will be living normal, quiet lives and becoming the Valley's future doctors.

The more the CHSU campus / R-T park gets developed, the more good stuff will come to this part of town.

Apartments and other higher density housing are part of that development, and the apartments that are planned are classy, nice apartments that don't change the character of the neighborhood in any way.

Also - the more stuff we build at the CHSU campus, the more like we'll finish the bike trail from Harlan Ranch to the campus and hospital - which would be awesome for Harlan Ranch residents.

Thanks much!

**Val Dornay**

Attorney At Law  
200 W. Bullard Ave., Suite A-2  
Clovis, CA 93612  
(559) 299-5300 • Fax (559) 299-1193  
Email: vjdornay@aol.com

March 23, 2022

City of Clovis Planning Division  
ATTN: Ricky Caperton  
Deputy City Planner  
1033 Fifth Street  
Clovis, CA 93612

RE: APN 564-100-15

Dear Mr. Caperton:

I am the owner of the above-referenced lot situated in Clovis, adjacent to the CHSU campus.

I am hereby requesting that my property be included in the "Student and Faculty Housing" area of the R-T Park associated with the CHSU campus.

Thank you for your kind attention in this matter.

Very truly yours,



Val Dornay  
Attorney at Law

VJD/mn

To: Mayor Flores  
Mayor Pro Tem Ashbeck  
Councilmember Bessinger  
Councilmember Mouanoutoua  
Councilmember Whalen  
1033 Fifth Street  
Clovis, CA 93612

RE: Various RT Park planning actions

Dear Clovis City Council,

My partner and I recently moved to NE Clovis and, after brief stays in both Harlan Ranch and Lafayette Square (Shepherd/Clovis), we settled in the Deauville neighborhood. Having the means to live nearly anywhere in Fresno County, we had numerous options of places to live but chose the City of Clovis and this neighborhood for a slew of reasons.

The driving force behind our recent move was the recent birth of our first child and the desire to establish a home to grow our family. We not only wanted our kids to attend Clovis schools but it was important for it to be a safe, walkable distance and the Enterprise Trail provides a nearly direct off-street route. We frequently use the trail system for recreation but also want to minimize our need to drive for basic necessities and restaurants. This was the primary reason we did not stay in Harlan Ranch as it has no commercial services for the neighborhood.

We are excited for the upcoming vision and support the planning staff's actions for our surrounding neighborhood and the opportunities it will bring. The introduction of more diverse housing options and the people that will join our community will undoubtedly make it more vibrant. The expansion of the medical school and further growth of the university campus will attract exciting new businesses and add valuable medical professionals and students to strengthen our community. The connection of a few missing links for the trail system will improve our walkability to the existing and any new commercial services. All of this undoubtedly translates to long-lasting improved property values which is also why our family purchased, and continues to own, four homes in the area within the past few years.

Sincerely,  
Nathan Nycum  
2331 Serena Ave.  
Clovis, CA 93619

Cc: Ricky Caperton

**From:** Mike Singh <mikefromindia@gmail.com>  
**Sent:** Tuesday, March 29, 2022 10:05 AM  
**To:** Ricky Caperton  
**Subject:** [External] R-t Park amendments

Good Morning Mr. Ricky Caperton,  
My name is Malkiat Singh and I am residing at 1303 N Twinberry Ave, Clovis CA 93619 with Aman Cheema and my three kids. I received an invitation to join the hearing of amendments to Zoning. R-T boundary map line directly rear to my Home. I disagree with this change due to the direct effect on my property because there will be more traffic and it will affect the safety of my kids. The multi-family apartments with high rise buildings will block the natural view of my neighborhood and it will be an external negative factor on the value of my property, and it will attract criminal and low income individuals. My question is why my neighbors and myself suffer from someone's benefits. I need a really good reason for this change and what will be done for our safety.

General Plan Amendment (GPA2021-007)

Rezone (R2021-010)

ORDINANCE AMENDMENT (OA2021-004)

R-T Park associated with CHSU.

I am against this change due to the safety of my family and my neighborhood.

Malkiat Singh

Aman Cheema

559-765-7633

**From:** Erika WHITNEY <corbenanderika@comcast.net>  
**Sent:** Wednesday, March 30, 2022 8:44 PM  
**To:** Ricky Caperton  
**Subject:** [External] R-T Park Clean up

Hi Ricky,

Thank you for attempting to hold meetings and listen to the neighborhood residents that show up with concerns regarding the so called "student housing". I think people that are virtual should ask their questions in a chat format and not be given any kind of priority when the room is full of people wanting and waiting to speak.

California Health Sciences University has suspended a pharmacy doctorate program at its for-profit school in Clovis after failing to obtain pre-accreditation.  
 Great to know Assemi also owns the school. Did you see the article in the Fresno Bee?  
<https://link.edgepilot.com/s/d442f3af/tfV7dppV7EuW2DUSMmVVcQ?u=https://www.fresnobee.com/news/local/article259158543.html>

I am hoping on April 6th the meeting will have an organized approach to having residents ONLY speak and ask questions and voice concerns. Like a card number system, 2 minutes only. I was shocked that Assemi was given the microphone to speak at all. In fact I felt like the whole meeting was a waste of time when the college students, professor, President and Assemi spoke they took the whole hour and a half. That was unacceptable.

My questions are -

I live on Cromwell Ave. Currently my road is a dead end. Will the street go through to the apartments?

I heard 2 or 3 story, I heard 350 to 400 units, which is being proposed?

Where is the Economic Impact Report? Is that required?

What is the actual proposed timeline?

My husband and I have NO INTEREST in any additional retail. Is that a done deal as well?

We have been walking through the field for the last almost 20 years, what happens to the fox, owls, coyotes, squirrels, rabbits, hawks, geese, opossums, etc? Any concern or rules for the wildlife impact?

What is the process for how it will impact our schools? Dry Creek, Alta and Buchanan?

For new housing what is the rule - section 8 percentage?



Thank you for your time, I hope the next meeting goes better, we will not be there.

Corben and Erika Whitney

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April 11, 2022

Mr. Darius Assemi, Manager  
University Student Housing, LLC  
1396 W. Herndon Ave., Ste. 101  
Fresno, CA 93711

Re: University Student Housing, LLC Multi-Family Residential Housing

Dear Darius:

Community Health System (CHS) supports University Student Housing, LLC's plans to offer multi-family residential housing to healthcare staff, students and faculty at its planned Nees and Temperance site, which is a stone's throw from CHS's Herndon and Temperance hospital, Clovis Community Medical Center.

We understand the need for more housing in this particular area of Clovis. As Clovis Community expands, so will the need for more healthcare staff on this hospital campus. While we understand that CHSU students and faculty will be offered priority status for obtaining housing, we greatly appreciate the potential for more nearby housing opportunities for our staff – especially since housing is at a premium in the greater Fresno – Clovis area.

Thank you for inviting Community to support this much-needed project. Please let me know if we can provide any additional information to help further this worthwhile effort.

Best regards,

A handwritten signature in blue ink, appearing to read "C. Wagoner", with a long horizontal line extending to the right.

Craig A. Wagoner  
EVP, Chief Operating Officer

April 12, 2022

Mr. Ricky Caperton  
[Rcaperton@ci.clovis.ca.us](mailto:Rcaperton@ci.clovis.ca.us)  
Deputy City Manager  
City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

RE: Support for RT Park Cleanup

Dear Ricky,

I am writing to you today to express my support for the City-led effort known as the “RT Park Cleanup.” As a citizen concerned with reasonable, logical growth, I’m excited about the prospect of filling in the open lots within the RT Park with projects that make sense and help our community flourish. As a business owner in the area – Riley’s Brewpub – I recognize that this type of growth will be instrumental in the success of both our neighborhoods and local businesses.

While I recognize that this proposed “cleanup” doesn’t approve a specific project or development, I’m hopeful that an approval will help facilitate the expansion of the California Health Sciences University. I believe the advancement of the University will help Clovis, and our whole Valley, succeed. From a business perspective, a well-trained, well-educated population is one of the biggest pieces of that success, so I am glad to support a school that will help train our future medical professionals.

For these reasons, I fully support this proposal.

Thank you,



Michael Shirinian  
Owner, Riley’s Brewpub

cc: Hon. Jose Flores  
Hon. Drew Bessinger  
Hon. Lynne Ashbeck  
Hon. Bob Whalen

**From:** Augusto Trigueros <christrig@att.net>  
**Sent:** Wednesday, April 13, 2022 6:30 PM  
**To:** Ricky Caperton  
**Subject:** [External] Concerned resident

Hi my name is Chris from Wathen mansionettes Nees and Temperence. I'm am very disappointed that Granville are planning apartments called Affordable housing it's section 8. Transplanting citizens with government assistance to good neighborhoods brings riff raft and over populates the schools. Along with traffic and crime. I'd rather pay more taxes to keep Sacramento from forcing Clovis into this agenda. I will stand with others in regards to not allowing an apartment next to hard working residents that got there without help from their government. This is ridiculous.

Chris Trigueros

Clovis City Councilmembers and Clovis City Planners  
1033 5<sup>th</sup> St.  
Clovis, CA 93612

Dear Councilmembers and Planning Committee,

As a neighbor to the North of the campus expansion, I see only positive attributes with the proposed development of student housing and land development. As a nearby resident, I am enthusiastic about the proposal for expanded commercial businesses. I feel that our area is lacking certain amenities that would be provided should the apartment style housing be build. The idea of more restaurants and market style stores would provide our neighborhood with a variety of options when selecting to stay close to home for essentials. Having the ability to use our city planned sidewalks and trails is an influential reason I decided to live in Clovis. I love the connected trails and pathways our community provides for us. I understand that this proposed development will provide a more walkable and bikeable neighborhood and expand on the intricate trail systems we already have. Having housing near the campus should create less traffic with the idea that students would walk or bike to campus. The thought of "foot commuters" gives a feeling of liveliness and purpose to the project. Having graduate student housing near the university makes sense for our area, and I think it will create a greater sense of safety for residents, students, and faculty.

I realize there are objectors to the project, but they are misinformed. They fear increased noise pollution, decreased home values, or increased automobile traffic will be the outcome of this project, I believe the reality will be far different. This project will create local jobs, provide for more trail and park spaces, expand our opportunities for commercial business, and ensure better medical services by providing the ability for doctors to learn, live, work, and play in our beautiful city. I would like the councilmembers and city planners to approve the staff recommended "clean up" that will allow for campus housing and more retail stores in our neighborhood. Expansion is necessary for any developing and thriving community and having an opportunity to grow a high-level university in our backyards is an innovative way to show the residence of Clovis that we are committed to our futures. I, Makenna Bass, stand in favor of development of student and faculty housing, along with an expansion of commercial development near California Health Sciences University.

Sincerely,

*Makenna Bass*

Makenna Bass  
2923 Moody Ave.  
Clovis, CA 93619

**From:** Samuel Coon <sam.coon1@gmail.com>  
**Sent:** Monday, April 25, 2022 12:20 PM  
**To:** Ricky Caperton  
**Subject:** [External] RD Park, Temperance and Alluvial  
**Attachments:** [Cromwell Extension 4-24-22.pdf](#)

Good afternoon Mr. Caperton,

I live at the dead end of Cromwell, and have three young kids. I have been to the neighborhood meetings and have some concerns about the safety in our neighborhoods if this apartment complex goes in. Can you answer these questions for me?

1 - We have been told for many years that any future development behind us would be required to have a 100' trail/green buffer behind us, and continue along the north edge of this property. This is what is shown on the City Trail maps as well. Can you assure us that this 100' buffer will be required regardless of what development is ultimately constructed?

2 - Can you assure us that there is absolutely no chance that Cromwell Ave could be extended east into any of these developments to allow any form of vehicular access whether it remains commercial/industrial or somehow goes to these apartments? I want to note the very obvious safety concern for any future vehicular access traveling through our neighborhood to an adjacent development.

See below for reference dated 4/25/22

Thank you very much for your response.  
Regards,

Samuel Coon

**From:** Samuel Coon <sam.coon1@gmail.com>  
**Sent:** Monday, April 25, 2022 7:02 PM  
**To:** Ricky Caperton  
**Subject:** [External] RT park continued

Mr. Caperton,

Thank you kindly for the quick response.

I am disappointed to hear that the City would entertain reducing the 100' buffer/trail. On Item #1, can you confirm a public trail (at whatever width) will still be required by the City at the west and north of the property as shown in the map?

On Item #2, although you said there are "no plans", we have been told for years that there are "no plans" for developments that the City is not planning on doing.

I would like to re-phase my question accordingly for clarification.

"If a developer ever proposed a development to the east of Northwood Estates, regardless of the type of development, would the City absolutely prohibit Cromwell from extending through? I understand there may not be a plan at this time, but am concerned that this may allow for a different outcome in the future. Can you definitively say that Cromwell will not be extended under any circumstance?"

Best,  
Samuel Coon

**From:** Stasia Szpor <Stasia.Szpor@ccfmg.org>  
**Sent:** Monday, May 9, 2022 1:04 PM  
**To:** Ricky Caperton  
**Subject:** [External] CHSU Campus Expansion opinion

Hello Ricky,

I am writing to express my support for California Health Sciences University's campus expansion plans. As a neighborhood resident (I live in the Deauville community off Temperance on the west side of Shepherd) and a finance professional with the medical community, I believe the project offers a variety of positive impacts:

- Creation of a complete neighborhood – addition of housing, retail/services, and trail system will help build a vibrant, connected community. New development will also pay its way in the expansion of infrastructure, making our streets and sidewalks safer.
- Addition of new retail and service options will help with the economic development of the area, including the creation of jobs and potential for local businesses.
- Growth of educational opportunities for medical professionals in the Valley, many of whom will stay local and contribute to the well-being of our already underserved community.
- Increase of our property values with the development of a professional school and surrounding amenities.

Please feel free to contact me with any questions. Thank you for all that you do to serve our beloved City of Clovis.

Respectfully and gratefully,

**Stasia Szpor**  
Director of Finance  
Finance  
[Stasia.Szpor@ccfmg.org](mailto:Stasia.Szpor@ccfmg.org)  
(559) 453-5200 ext. 11154  
(559) 709-6982 cell

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of collaboration and respect.*

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May 13, 2022

Terry Coleman  
2726 Omaha Ave  
Clovis, CA 93619  
(559)355-4300


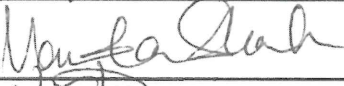
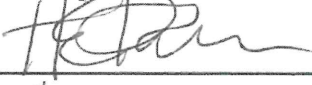

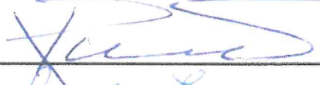


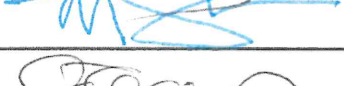



To Whom It May Concern:

I am writing this letter of support for the apartment project that is being proposed by Darius Assemi et.al. I have been to the meetings and understand the proposal for not only housing for students attending CHSU on Alluvial, but to meet the need for higher density housing for the growing population in Clovis. This location is well situated near the freeway and traffic is already being addressed due to the single-family housing development in that area for the past 6-10 years. I live just north of this proposed project and therefore understand that some type of housing will end up on that land.

Please feel free to contact me with any questions.

Terry Coleman

**I support CHSU's college expansion and university housing.**

NAME (PRINTED)	SIGNATURE	E-MAIL
GYAN SHANKAR		GYANUSA123@GMAIL.COM
VANDANA SHANKAR		VANDANAS8@GMAIL.COM
Herb Damm		Herb'damm@aol.com
Sharon Damm		dammsharon@aol.com
LARRY ROMERO		LARRYDROMERO@SBCGLOBAL.NET
Linda Langesen		westcoastgal1@SBCGLOBAL.NET
Allen Keshikian		alinallen@yahoo.com
MICHAEL STAFFORD		MICHAEL_STAFFORD@SOL.COM
JOE GOLDA		JTGOLDA@YAHOO.COM
BRANDON PASAVICK		Pasavick76@gmail.com
Victor PASAVICK		Vic Pasavick@hotmail.com

**Public Hearing: CLOVIS PLANNING COMMISSION**

I am disappointed but not surprised that the Clovis Planning Commission is having a hearing on the Research and Technology Park on June 27, 2024. This despite the commitment from the Clovis staff at our last meeting at Dry Creek School that a community meeting would be held with the neighbors prior to moving ahead. (Check your notes). Community members were not allowed to speak at this last meeting at all. The city repeatedly states its commitment to community input and community hearings prior to moving forward on massive changes to the community but fails to follow through. Is the planning commission aware of this?

Staffs last 'community meeting' was by staff presentation only on the past 20 or so years on how they been trying to make this happen for the developers against the wishes of homeowners. No input allowed.

Clovis staff has been steadfast in their attempts to help out those the developers who benefit most...not the neighbors, not the community. I take note that your announcement for the meeting is almost exactly what Darius Assemi has been proposing for years...kind of a cut and paste and the commission should be aware.

I have attended just about every community and public hearing on this for years. Sometimes the neighbors who are affected are noticed by the City and sometimes not, depending on what is on the agenda and who is the developer. For DeYoung Development, even though we had acreage that was connected to his development request, we received no notice. The neighbors, the same thing. We had to accidentally find out. This is pretty much along the same lines. The thinking must be that if you wait it out long enough you can slide it through or memories fade but not in this case.

Having lived at the same address for 41 years with acreage, we have extremely strong concerns with the usage of a 26-year-old environmental Impact report followed by a dated follow-up. Can you not agree that the land around the RTP which was filled with cattle when we moved here might be affected and the development cause impacts to our environment including water. The world has changed and so have our natural resources

and our environment. What is the fear of a new environmental impact report?

What about the traffic congestion. I note that Darius Assemi wants to put 'student' housing on the corner of Locan and Nees over a mile from the school affecting large and established neighborhoods. It is not walkable due to the traffic now on Nees. Wouldn't you want to know why that is and by the way see a copy of a lease agreement for student housing that does not require you to be a student. This fact is only known as the neighbors dragged it out of Assemi at a 'community' meeting that he ran for the City of Clovis. He was not about to disclose that on his own. And I don't consider a meeting run by the developer a community meeting nor should commission members. Are you aware what falls under the umbrella of student housing needs...retail, shopping centers...not libraries for students.

If the Fresno Bee articles on the development of Clovis have not reached you, I would hope that some kind Clovis staffer could bring this to your attention. It is shocking.

As a city planning commission member I am pretty sure you take some kind of oath or commit to acting in the community's best interests. Same for the city council. Isn't it time to address these issues?

Thank you for your time.

Katherine Hickman

**McKencie Perez**

---

**From:** Debbie Britz <mdcba@aol.com>  
**Sent:** Saturday, June 15, 2024 7:59 AM  
**To:** McKencie Perez  
**Subject:** [External] Re:Clovis Planning Commission June 27, 2024

Attention:McKencie Perez Senior Planner , The Planning Commission

Just over 2 years ago, we, the residents of the R&T Park area, were asked to attend 'Neighborhood Meetings'

organized by the Clovis City Council to get feed back regarding a project proposed of a 350 unit apartment complex for 'student housing' on a 20 acre parcel in the sphere of the R&T Park. Fast forward to now and if I am understanding correctly ,the Planning Commissions recommendations for the items considered is to change the zoning for 333 acres in the R&T Park to 'Student Housing.' Those 'Neighborhood Meetings' I spoke of ,consisted of 2 that happened plus one that was promised by the City but never materialized. At those meetings many questions were brought up by the neighbors which were and still haven't been answered. Promises were made that a special web site specially designed by the city that would have all those questions/concerns that the neighbors brought up were to be answered but that never happened.

The general consensus at those 2 'Neighborhood Meetings' was not in favor of the 'Student Housing' Project due to just some of the many concerns , it wasn't following the plan of what the R&T Park had set forth from it's conception, studies done in1999 & 2009 were all outdated, traffic, water, sewer, issues and the impact of local schools were never addressed.

As a resident of Clovis for over 51 years, I am disappointed in what is happening to the 'Clovis Way of Life' I truly believe that the Founding Fathers of Clovis would not be pleased with the way it's turning out, with all the inconsistencies of the development , the traffic congestion, along with the preferential treatment of developers over the well being of the citizens of Clovis!

Sincerely,  
Debbie Britz

**McKencie Perez**

---

**From:** Martin Britz <martinb@britzinc.com>  
**Sent:** Tuesday, June 18, 2024 3:35 PM  
**To:** McKencie Perez  
**Subject:** [External] Proposed Housing Development

June 18, 2024

Clovis Planning Commission  
Public Hearing Thursday, June 27, 2024 at 6:00pm

Re :Proposed Housing Development

I, Martin Britz, live at 2474 Nees adjacent to the Research and Technology Park. Before the land was designated a Research and Technology Park, I realized something would be done to this property. I did not oppose this zoning with the conditions and amenities such as a jogger or walking trail as a buffer and other specific requirements.

I oppose any housing within the Research and Technology Park. Allowing housing would be a change in Rezoning, not a Correction, not a Cleanup to the Research and Technology Park. Adjacent residents bought or built their homes based on No housing in the Research and Technology Park. The change is being requested by the developer who thinks he can tell the Clovis City Council what to do for his own benefit at the detriment of the neighboring residents and the Research and Technology Park.

Sincerely,

Martin Britz  
2474 Nees  
Clovis, CA, 93611

**GILMORE • MAGNESS • JANISSE**  
A PROFESSIONAL CORPORATION

June 19, 2024

JAMES O. DEMSEY (RETIRED)  
ROBERT J. TYLER (1938-2012)  
GERALD D. VINNARD (RETIRED)  
DAVID M. GILMORE  
MARCUS D. MAGNESS  
WILLIAM H. LEIFER\*  
RYAN M. JANISSE  
CHRISTOPHER E. SEYMOUR

\*OF COUNSEL

**VIA USPS AND EMAIL**

City of Clovis  
Dept. of Planning & Development Services  
City Hall  
1033 Fifth Street  
Clovis, CA 93612  
davidm@cityofclovis.com

Re: Proposed Housing Development Near CHSU

Dear Sirs and Madams:

This office has been retained by residents who live near to the proposed housing near the California Health Sciences University (“CHSU”). It appears that the City of Clovis is moving forward with a project for housing within the Research and Technology Park (“R-T Park”) near CHSU that has expanded to 400 (3 story) high density multi-family units and 250 homes with no environmental assessments and no requirement that the housing be tied in any way to CHSU.

The project as presented now has significant environmental impacts such that a full EIR is required. The entire area has seen significant development over the last 25 years, including without limitation, many residential developments (Deauville, Deauville East, Harlan Ranch, and others) built to the northeast, the expansion of Clovis Community Hospital, additional medical office buildings near the hospital, the CHSU campus. The cumulative impacts of further high-density residential developments are obvious and must be considered.

The project is proposing to use a City-initiated “Clean-Up” process to administratively create a General Plan Amendment, a Development Code Amendment, a Rezone (by City), and change to the R-T Park Design Guidelines. All of these four documents prohibit housing in the R-T Park. This “Clean-Up” is being substituted for the requirement that an Applicant follows the formal Rezone Application process which requires special studies on impacts, and careful consideration to any “changes in zone or uses that could adversely affect the adjoining property as to value or precedent, or will be detrimental to the area.” The City has not provided

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7789 N. INGRAM AVENUE  
SUITE 105  
FRESNO, CALIFORNIA 93711

MAILING ADDRESS  
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FRESNO, CALIFORNIA 93729-  
8907

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City of Clovis  
Dept. of Planning & Developments Services  
June 19, 2024  
Page 2

neighbors with a study on this project's direct effect on their property value or detrimental impacts. This "Clean-Up" process cannot be used to bypass the requirement of an EIR to study and reveal these impacts to the neighborhoods, as the EIR provides protections and impact mitigations for the neighbors.

The housing proposal requires a general plan amendment. The City of Clovis is not in compliance with its own requirements to make such a plan amendment. Just as two examples, the City's own policies require an assessment of whether the public facilities, such as sewer and water, are adequately served taking into account the project and future projects. It should go without saying that 650 housing units has a much larger impact on sewer needs and water usage than mixed business uses but no such analysis has been done. The City is required to assess the impact on the jobs to housing ratios. By eliminating the R-T Park and replacing it with housing, it is obvious that the ratio is impacted negatively on the job side of the analysis, but no analysis has been done. (See General Plan Land Use Element, Goal 6 – Policy 6.1B and 6.2B)

If the City continues to move forward without an environmental assessment, it would be in direct violation of the California Environmental Quality Act ("CEQA") Past EIRs dating back to 1999 are irrelevant to the proposed project scope, and ignore the cumulative growth and impacts. Despite the neighbors bringing many anticipated impacts to the City's attention during each of the three 2022 neighborhood meetings, with several more in writing, it is not the responsibility of the neighbors to attempt to identify the relevant impacts. Unless and until a proper EIR is done, provided for public comment and the significant impacts addressed, the request to change the general plan to approve 650 housing units must be rejected.

Very truly yours,



David M. Gilmore

cc: Clients

**McKencie Perez**

---

**From:** Scott and Lisa <sleakins@sbcglobal.net>  
**Sent:** Friday, June 21, 2024 8:42 AM  
**To:** McKencie Perez  
**Subject:** [External] Comments for Planning Commission Meeting 5/27/24  
**Attachments:** CCF06212024.pdf

Good morning Mckencie,

I have attached a pdf file containing 270 signatures in opposition to the proposed R-T park rezoning to allow for residential construction within the R-T park. These were gathered by individuals from the surrounding neighborhoods to the North, West and East of the R-T park.

Please submit to the Commissions packet for this meeting. Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Scott Eakins



# To: Clovis City Council Members

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1. Homeowners understand that a large, multi-story, multi-unit complex proposed at 1038 and 1040 N. Temperance Avenue will forever change the look, accessibility, safety and demand on city resources for the adjacent neighborhoods that many have called home for 20-30 years.
2. At no time was there an understanding that high density residential was a consideration at this location or anywhere within the proposed scope of the R&T Park.
3. The only affiliation between "student / faculty" housing and the for profit CHSU "campus" is local developer Granville Homes and the Assemi Group.
4. CHSU current enrollment is approximately 200 students which represents 10% of total projected student population if the proposed 20-year buildout of the "campus" is completed. 0% of enrolled students nor faculty live in "student / faculty" apartments or housing.

Name of Resident	Signature of Resident	Address of Resident	Date Signed
Jim Brisley		2366 Fallbrook	5/10/22
<del>Robert Debra Jeters</del>	<del></del>	<del>2376 Fallbrook</del>	<del>5/10/22</del>
Ronald J. Mynsberg		2386 Fallbrook	5/10/22
Gail LUND		3305 Fallbrook	5/10/22
GAIL LUND		2395 Fallbrook	5/10/2022
Wilson Barreto		2385 FALLBROOK	5/10/22
Dave Duke		2365 FALLBROOK	5/10/22
David Wright		2355 Fallbrook	5/10/22
Kristen Wright		2355 Fallbrook	5/10/22
Gordon Sharer		1107 N. McKelvey	5/10/22
Todd Graves		1147 N. McKelvey	5/10/22
Clayton Graves		1147 N. McKelvey	5/10/22
Mike Malloy		1127 N. McKelvey	5/10/2022
LISA EXKINS		1117 N. MCKELVEY	5/11/22
Brook Williams		1137 N. McKelvey Ave	5/11/22
Elizabeth Hubenko		1066 N. Joshua	5-12-22
Penelope Moore		2374 Decatur Ave	5-12-22
Fred Moore	FRED MOORE	2374 DECATUR AVE	5-12-2

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4. CHSU current enrollment is approximately 200 students which represents 10% of total projected student population if the proposed 20-year buildout of the "campus" is completed. 0% of enrolled students nor faculty live in "student / faculty" apartments or housing.

Name of Resident	Signature of Resident	Address of Resident	Date Signed
DANIEL BURROLA	<i>Daniel Burrola</i>	941 N ARMSTRONG	5/14/22
JAMES/PRISCILLA FOWLER	<i>[Signature]</i>	971 N. ARMSTRONG AVE	5/14/22
JAMES A. FOWLER	<i>[Signature]</i>	971 N. ARMSTRONG	5/14/22
Lauren Fowler	<i>[Signature]</i>	971 N - ARMSTRONG	5-14-22
Bryce Sorensen	<i>[Signature]</i>	1021 N ARMSTRONG	5-14-22
Kristen Miller	<i>[Signature]</i>	1122 N. Filbert Ave	5-14-22
Jenny Miller	<i>[Signature]</i>	1122 N. Filbert Ave	5/14/22
Robert Ciszewski	<i>[Signature]</i>	2361 Cromwell Ave	5/14/22
Stephanie Williams	<i>[Signature]</i>	2351 Cromwell Ave	5/14/22
Robert Ciszewski	<i>[Signature]</i>	2361 Cromwell Ave	5/14/22
Stephanie Williams	<i>[Signature]</i>	2351 Cromwell Ave	5-14-22
Jayne Thomas	<i>[Signature]</i>	2331 Cromwell	5/14/22
Jayne Thomas	<i>[Signature]</i>	2331 Cromwell	5/14/22
Benjamin S. Cheever	<i>[Signature]</i>	2291 Cromwell	5/15/22
Benjamin S. Cheever	<i>[Signature]</i>	2291 Cromwell	5/15/22
Orlibada Alvarez	<i>[Signature]</i>	2312 Cromwell	5/15/22
Dominic Torres	<i>[Signature]</i>	2271 Cromwell Ave	5/15/22
Daryl Bottomcourt	<i>[Signature]</i>	2257 Cromwell Ave	5/15/22

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4. CHSU current enrollment is approximately 200 students which represents 10% of total projected student population if the proposed 20-year buildout of the "campus" is completed. 0% of enrolled students nor faculty live in "student / faculty" apartments or housing.

Name of Resident	Signature of Resident	Address of Resident	Date Signed
Jamie Bell	Jamie Bell	2251 Cromwell	5/15/22
Tim O'Hare	Tim O'Hare	2261 Cromwell	5/15/22
Tammy Howe	Tammy Howe	2261 Cromwell	5/15/22
Frank Voeltz	Frank Voeltz	922 N Filbert	5/15/22
Frank Voeltz	FRANK VOELTZ	2202 Cromwell	5-15-22
Nicole Sharp	Nicole Sharp	2212 Cromwell	5-15-22
Jennifer Huntress	Jennifer Huntress	2293 Decatur	5/15/22
Art Johnson	Art Johnson	2252 Cromwell	5-15-22
Ken Johnson	Ken Johnson	2252 Cromwell	5-15-22
Jill Boe	Jill Boe	2272 Cromwell	5/15/22
BREANNE BOE	Breanne Boe	2272 Cromwell	5/15/22
Diana Rodriguez	Diana Rodriguez	2307 Cromwell Ave	05/15/22
Nataly Rodriguez	Nataly Rodriguez	2307 Cromwell Ave	05/15/22
DANNY ALVAREZ	Danny Alvarez	2312 CROMWELL	5-15-22
Kathy Malen	Kathy Malen	2352 Cromwell	5/15/22
Arthur Lewis	Arthur Lewis	1062 N. Filbert Ave	5/15/22
Erika Whitney	Erika Whitney	2292 Cromwell	5/15/22
Corben Whitney	Corben Whitney	2292 Cromwell	5/15/22

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2. At no time was there an understanding that high density residential was a consideration at this location or anywhere within the proposed scope of the R&T Park.
3. The only affiliation between "student / faculty" housing and the for profit CHSU "campus" is local developer Granville Homes and the Assemi Group.
4. CHSU current enrollment is approximately 200 students which represents 10% of total projected student population if the proposed 20-year buildout of the "campus" is completed. 0% of enrolled students nor faculty live in "student / faculty" apartments or housing.

Name of Resident	Signature of Resident	Address of Resident	Date Signed
DANIEL COOK		1132 N. FILBERT	5/11/22
STEPHANIE COOK		1132 N. FILBERT	5/11/22
Tom Linton		1083 N. FILBERT	5/11/22
VERA LINTON		1083 N. FILBERT	5/11/22
Danny Gathright		1073 N. Filbert	5/11/22
Mark Der Matosian		1063 N. Filbert	5/11/22
Zach Folmer		2267 Goshen Ave	5/11/22
Lindsay Folmer		2267 Goshen Ave	5/11/22
Sara Gagnier		2277 Goshen Ave	5/11/22
Jesui mata		2297 Goshen Ave, Clovis	5/11/22
Maryella Able		2307 GOSHEN AVE	5/11/22
Alla Brendergast		1095 N. JASMINE	5/11/22
Donna Conti		1095 N. Jasmine Ave	5/11/22
Donna Conti		2389 Houston Ave.	5-11-22
Veronica Aronow		2354 Houston Ave.	5-13-22
Darlene Bokowski		1094 N. Jasmine Ave.	05.14.2022
Vladimir Bokowski		1094 N. Jasmine Ave.	05.14.2022
Christan Garcia		1074 N Jasmine Ave	5.14.22

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Name of Resident	Signature of Resident	Address of Resident	Date Signed
Richard Lopez		1074 N. Jasmine	5/14/22
KATE ANSON		1075 W JASMINE	5/14/22
Camilla Neilsen		2284 Decatur	5-14-22
AMIEL BREWER		1101 N. ARMSTRONG	5-14-22
Ramona Brewer		1101 N. Armstrong	5-14-22
Christy Hollenbeck		1121 N. Armstrong	5-14-22
Eric Patangel		2201 Jordan Ave	5-14-22
Rosalie Quatraro		2211 JORDAN AVE	5-14-22
Rebecca Fraser		2231 Jordan Ave	5/14/22
Pedram Ansari		2241 Jordan Ave	5/14/22
Beky Kolas		1195 N Jasmine Ave	5/14/22
Karen Lasek		1175 N. Jasmine Ave.	5/14/22
Jim Lasek		1175 W JASMIN AV	5/14/22
Linda Bennett		2242 JORDAN AVE	5/14/22
Anna Garcia		2222 Jordan ave	5/14/22
Justin Morrow		2251 Jordan Ave	5/14/22
Kayla Morrow		2202 Jordan Ave	5/14/22
Mio Quatraro		941 N Armstrong	5/14/22



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Name of Resident	Signature of Resident	Address of Resident	Date Signed
William M M	[Signature]	2279 Houston Ave	5/10/22
Peggy E Bennett	[Signature]	2249 Houston Ave	5/10/22
Nancy Rogers	[Signature]	1072 N Filbert Ave	5/10/22
Yooni Yi	[Signature]	2273 Decatur Ave	5/10/22
Hait D	[Signature]	2273 Decatur Ave	5/10/22
Resulford	[Signature]	2016 El Paso Ave	5/10/22
Jina Perales	[Signature]	2306 El Paso Ave	5-10-22
Gabriela Tharrá Estrada	[Signature]	2326 El Paso Ave	5-10-22
Richard G. Estrada	[Signature]	2326 El Paso Ave	5-10-22
Kristi Marter	[Signature]	2325 El Paso Ave	5-10-22
Dakko Graeber	[Signature]	2305 El Paso Ave	5-10-22
DARIO COSS	[Signature]	2295 EL PASO AVE	5-10-22
DEAN JAMES	[Signature]	2275 EL PASO AVE.	5-10-22
KENN HARKER	[Signature]	2265 EL PASO AVE	5-10-22
GARRETT BEIBAT	[Signature]	2369 HOUSTON AVE	5-10-22
Deldra Carusa	[Signature]	2360 Houston Ave.	5-10-22
Greg Hansen	[Signature]	2309 Houston Ave	5-10-22
LISA BIRN-NOR	[Signature]	2309 Houston Ave	5/10/22

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Name of Resident	Signature of Resident	Address of Resident	Date Signed
TAUS Thornbury		2257 GOSITE NAVE	5-15-22
PAUL LYND		1248 N. JOSHUA	5-15-22
Joseph Fazio		1498 N. Joshua Ave	5-15-22
Megan TOMS		1288 N. Joshua Ave	5-15-22
Michael TOMS		1288 N. Joshua Ave	5-15-22
Joni Marshall		1258 N Joshua Ave	5-15-22
Scott Seals		1228 N Joshua Ave	5-15-22
Brondi Seals		1228 N. Joshua Ave	5/15/2022
Diana Whitworth		2350 Houston Ave	5/16/2022
JIM LENHART		1211 N MAGNOLIA AVE	5/16/22
Steven Aguirre		1226 N. Magnolia Ave	5/16/22
Bobbie Aguirre		1726 N. Magnolia Ave	5-16-22
David Aguirre		1224 N magnolia	5/16/22
John Dunn		1246 N magnolia Ave	16/16/22
BRONNY DUNN		"1246 "	5-16-22
Judy Jelen		2538 Kenosha	5/16/22
Maren Byerlee		1276 N magnolia	5/16/22
Cameron Byerlee		1276 N Magnolia	5/16/22

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Name of Resident	Signature of Resident	Address of Resident	Date Signed
Justin Givan		1233 N Carolina Ave	5/17/2022
Malin Echavens		1243 N. Carolina Ave	5/17/2022
Casey Carter		1253 N. Carolina	5/17/22
Fred Brunzell		1263 N. Carolina	5-17-22
Angela Brunzell		1203 N. Carolina Ave	5-17-22
Joseph Amord		2585 Lexington Ave	5/17/22
Karen Jane Amord		2585 Lexington Ave	5/17/22
Nick Bruno		2575 Lexington	5-17-22
Simon Wilson		2565 LEXINGTON	5/17/22
Eric Bishop		2535 Lexington	5/17/22
Frances Bishop		2535 Lexington	5/17/22
Ellen Nielsen		2515 Lexington Ave	5/17/22
Heather Cisneros		2495 Lexington Ave	5/17/22
Anthony Cisneros		2495 Lexington Ave	5/17/22
Rick Morrison		2475 LEXINGTON	5/17/22
TRAC McFerrin		2475 Lexington	5-17-22
Sarah McKeone		2465 LEXINGTON AVE	5/17/22
MANICA DIVIZICH		2455 LEXINGTON	5-17-22

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Jeff Byerlee		1276 N Magnolia Ave	5/16/2022
Vernica Sahr		13016 N Magnolia Ave	5/16/22
Kathleen Lysdahl		2432 Lexington Ave	5/16/22
Rex Lysdahl		2432 Lexington Ave	5/16/22
MARK ANDERSON		2435 Lexington Ave	5/16/22
Sheila Donahue		1361 N MAGNOLIA	5/16/22
Judy Bagdasarian		1341 N Magnolia	5-16-22
Vahan Bagdasarian		1341 N. MAGNOLIA	5-16-22
Eric Peterson		1321 N MAGNOLIA AVE	5-16-22
Janifer Peterson		1321 N Magnolia	5-16-22
STEVE SORENSON		2527 KENOSHA AVE	5-16-22
David Garcia		2537 Kenosha Ave	5-16-22
Cynthia Sorensen		2527 Kenosha Ave	5-16-22
Audrey Sorensen		2527 Kenosha Ave	5/16/22
Josh Henry		2547 KENOSHA AVE	5/16/22
SHANA HENRY		2547 KENOSHA AVE	5/16/22
Robert Goulart		2567 Kenosha Ave	5/16/22
Marie Goulart		2567 Kenosha Ave	5/16/22

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Name of Resident	Signature of Resident	Address of Resident	Date Signed
Joe Solos		2577 Kenosha Ave <sup>93619</sup>	5/16/2022
Ashley Kroeker		2587 KENOSHA AVE <sup>93619</sup>	5/16/2022
COLE BENDOSKI		2588 KENOSHA AVE 93619	5/16/2022
Mindy Bendoski		2588 Kenosha Ave 93619	5-16-22
SARA POKORNY		2578 Kenosha Ave 93619	5-16-22
Bryan POKORNY		2578 Kenosha Ave 93619	5-16-22
KATEINA OLSEN		2548 KENOSHA AVE 93619	5-16-22
Roland Olsen		2548 Kenosha Ave 93619	5/16/22
ASHLEY AULTEN		1142 N. FILBERT AVE	5/10/2022
JACOB L. GAUL		1224 N. Carolina Ave	5/17/2022
Wendy L. Gaul		1224 N. Carolina Ave	5/17/2022
Pamela Jendian		1213 N. Carolina Ave	5/17/2022
Joshua Jendian		1213 N. Carolina Ave	5/17/2022
Nicholas Jendian		1213 N. Carolina Ave	5/17/2022
McAlister, Gregory		1223 N. Carolina Ave	5/17/2022
McAlister, Maria		1223 N. Carolina Ave	5/17/2022
McAlister, Shime		1223 N. Carolina Ave	5/17/2022
Alison Givan		1223 N. Carolina Ave	5/17/22

# To: Clovis City Council Members

Petition to nullify proposed rezoning within the Research and Technology Park allowing high density residential apartments, maintaining the "Clovis Way of Life"

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1. Homeowners understand that a large, multi-story, multi-unit complex proposed at 1038 and 1040 N. Temperance Avenue will forever change the look, accessibility, safety and demand on city resources for the adjacent neighborhoods that many have called home for 20-30 years.
2. At no time was there an understanding that high density residential was a consideration at this location or anywhere within the proposed scope of the R&T Park.
3. The only affiliation between "student / faculty" housing and the for profit CHSU "campus" is local developer Granville Homes and the Assemi Group.
4. CHSU current enrollment is approximately 200 students which represents 10% of total projected student population if the proposed 20-year buildout of the "campus" is completed. 0% of enrolled students nor faculty live in "student / faculty" apartments or housing.

Name of Resident	Signature of Resident	Address of Resident	Date Signed
Gary Baestien		2465 Lexington Blvd	5/17/22
Dillon		2502 Lexington	5/17/22
Rocky Bruno		2525 Lexington	5/17/22
Lauren Herring		2525 Lexington	5/17/22
Robert Cozzi		2522 Lexington	5/17/22
Julia Cozzi		2522 Lexington	5/17/22
Janet Nicholson		2542 Lexington	5/17/22
DAVID BAVELLO		2572 LEXINGTON	5/17/22
Karen Bavello		2572 LEXINGTON	5/17/22
DAVID MORROW		2531 LEXINGTON AVE	5/17/22
Carolyn Prieto		2383 Nees, CLOVIS	5/17/22
Larry Prieto		2383 Nees, CLOVIS	5/17/22
Lisa Davis		2878 Enterprise, Clovis	5/17/22
BOB DAVIS		2878 ENTERPRISE AVE	5/17/22
Chris Bauer		2879 Enterprise Ave	5/17/22
Patrick Bauer		1542 Reunion Way	5/17/22
Terese Bauer		1542 Reunion Way	5/17/22
MIKE FUSBROWN		2828 ENTERPRISE AVE	5/17/22

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Name of Resident	Signature of Resident	Address of Resident	Date Signed
Adriane Muller		2394 Decatur	5/12/22
David Hewitt		2394 Decatur	5/12/22
Stephen's Duvell		2363 Decatur	5/12/22
SHAWN FINTHAW		2364 DECATUR	5/12/22
Dease Voth		2334 Decatur	5/12/22
Amy Garfo		2324 Decatur	5/12/22
Lisa Sandoval		2353 Decatur	5/12/22
Lille Sliker		956 - N. Joshua	5-12-22
Erc Dorsey		947 N. Soshua	5/12/22
Jeffrey		957 W. Soshua Ave	5/12/22
Sam Can		2392 Cromwell	5-12-22
Kevin McHeardon		2382 Cromwell Ave	5-12-22
ROBERT J. JARVIS		2372 CROMWELL	5-12-22
PAUL D. ZARASUA		2371 CROMWELL	5-12-22
ANITA ZARASUA		2371 CROMWELL	5-12-22
WEDD MATTA		1063 N. FILBERT	5-12-22
MICHAEL ROY		947 N. JOSHUA	5-12-22

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Name of Resident	Signature of Resident	Address of Resident	Date Signed
SCOTT EAKINS		1117 N. McKelvey Ave	5/10/22
JOSHUA BOYER		2388 GOSHEN	5/16/2022
JACK HAMILTON		2398 Goshen	5-10-2022
<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>	<del>XXXXXXXXXX</del>
KIM GHOSOPH		2368 Goshen	5-10-2022
MARK GHOSOPH		2368 GOSHEN	5-10-2022
Bill Smith		2358 Goshen	5-16-2022
Kenny Laband		2338 Goshen	5-10-2022
Trey Jennings		2330 Houston Ave	5-10-2022
Paula Jennings		2330 Houston Ave	5-10-2022
Jim Douglas		2377 Goshen	5-16-2022
Lorrie Kay Douglas		2377 Goshen	5-10-22
JULIANA F GUR		2387 Goshen	5-10-22
LISA Spees		2380 HOUSTON AVE	5/10/22
FRANKLIN SPEES		1157 N. McKelvey Ave	5/10/22
Kari Meister		1157 N. McKelvey Ave	5/10/22
Tami Meister		2357 Goshen Ave	5/10/22
		2357 Goshen Ave	5/10/22



# To: Clovis City Council Members

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4. CHSU current enrollment is approximately 200 students which represents 10% of total projected student population if the proposed 20-year buildout of the "campus" is completed. 0% of enrolled students nor faculty live in "student / faculty" apartments or housing.

Name of Resident	Signature of Resident	Address of Resident	Date Signed
Marilyn Malloy	<i>Marilyn Malloy</i>	1127 N. McKelvy Ave	5-10-22
MONTE GUMAN	<i>Monte Guman</i>	2380 HOUSTON AVE	5-10-22
BRIGIDO PASUA	<i>Brigido Pasua</i>	2370 HOUSTON AVE	5-10-22
LEE CARUSA	<i>Lee Carusa</i>	2360 HOUSTON AVE	5/10/22
Heather Bright	<i>Heather Bright</i>	2369 Houston Ave.	5/10/22
Michelle Carbajal	<i>Michelle Carbajal</i>	2320 Houston Ave	5/10/22
James Cox	<i>James Cox</i>	2379 Houston Ave	5/10/22
Timothy & Cox	<i>Timothy Cox</i>	2329 Houston Ave	5/10/22
Margaret Cox	<i>Margaret Cox</i>	2329 Houston Ave	5/10/22
Marg J Burrow	<i>Marg J Burrow</i>	2320 Houston Ave	5-10-22
Ken Burrow	<i>Ken Burrow</i>	2320 Houston Ave	5-10-22
ENRIQUE CARBAJAL	<i>Enrique Carbajal</i>	2320 Houston Ave	5-10-22
Amanda Miller	<i>Amanda Miller</i>	2779 Houston Ave	5/10/2022
Nelda Caruzos	<i>Nelda Caruzos</i>	2270 Houston Ave	5/10/2022
Juan Caruzos	<i>Juan Caruzos</i>	2270 Houston Ave	5/10-22
MICHAEL RODGERS	<i>Michael Rodgers</i>	2269 HOUSTON AVE	5/10/22
Melinda Rodgers	<i>Melinda Rodgers</i>	2269 Houston	5/10/22
Susan Gonsalves	<i>Susan Gonsalves</i>	2259 Houston	5-10-

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Name of Resident	Signature of Resident	Address of Resident	Date Signed
Nina Nagel		2259 Houston Ave	5/10/22
Lynn Warner		2250 Houston Ave	5/10/22
Kim Bennett		2249 Houston Ave	5/10/22
Glenn Volbergs		1102 N. Filbert	5/10/22
Audrey Bonshan		1093 N Filbert	5/10/22
John Roberto		1052 N Filbert Ave	5/10/2022
MICHAEL TALON		1022 N Filbert Ave	5/10/2022
GREG RAYMER		992 N Filbert	5/10/2022
Jeffrey J DAVIS		952 N. Filbert Ave.	5/10/2022
Brad Anshin		1075 N. Jasmine Ave	5/10/22
Ken Fransted		947 N. Filbert Ave	5/10/22
BER LEESINA		2232 Chamblin Ave	5/10/22
Kurt Wolf		2254 Decatur Ave	5/10/22
Sonia Flores	SONIA FLORES	2264 Decatur Ave	5/10/22
Walter Flores	WALTER FLORES	2264 Decatur Ave	5/10/22
Rick Huntress		2293 Decatur Ave	5/10/22
RANDALL W. MURZY		2283 DECATUR	5-10-22
Bonnie S Murzy		2283 Decatur	5-10-22

**McKencie Perez**

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**From:** The Doswalds <doswalds@gmail.com>  
**Sent:** Wednesday, June 26, 2024 12:46 PM  
**To:** McKencie Perez  
**Subject:** Re: [External] June 27 Planning Commission Meeting  
**Attachments:** 6-27-24 Comments ED.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi McKencie,

Sorry this was a little later than expected. My mother had a bad fall this morning and sustained an injury.

See attached.

Please confirm this will be included.

Thanks,  
Eric

> On Jun 24, 2024, at 10:07 AM, McKencie Perez <mckenciep@ci.clovis.ca.us> wrote:

>  
> Good morning,  
>  
> If you would like to submit slides for the meeting, I will need them by noon on Wednesday 6/26.  
>  
> Thank you,  
>  
> McKencie Perez, MPA | Senior Planner  
> City of Clovis | Planning Division  
> 1033 Fifth Street, Clovis, CA 93612  
> p. 559.324.2310  
> mckenciep@cityofclovis.com

> -----Original Message-----

> From: The Doswalds <doswalds@gmail.com>  
> Sent: Wednesday, June 19, 2024 4:23 PM  
> To: McKencie Perez <mckenciep@ci.clovis.ca.us>  
> Subject: [External] June 27 Planning Commission Meeting

> Hi McKenzie,

> I plan to attend the Planning Commission Meeting on the 27th.

> If I were to submit a letter, that would need to be emailed to you no later than Saturday (5 days prior) in order to be included?

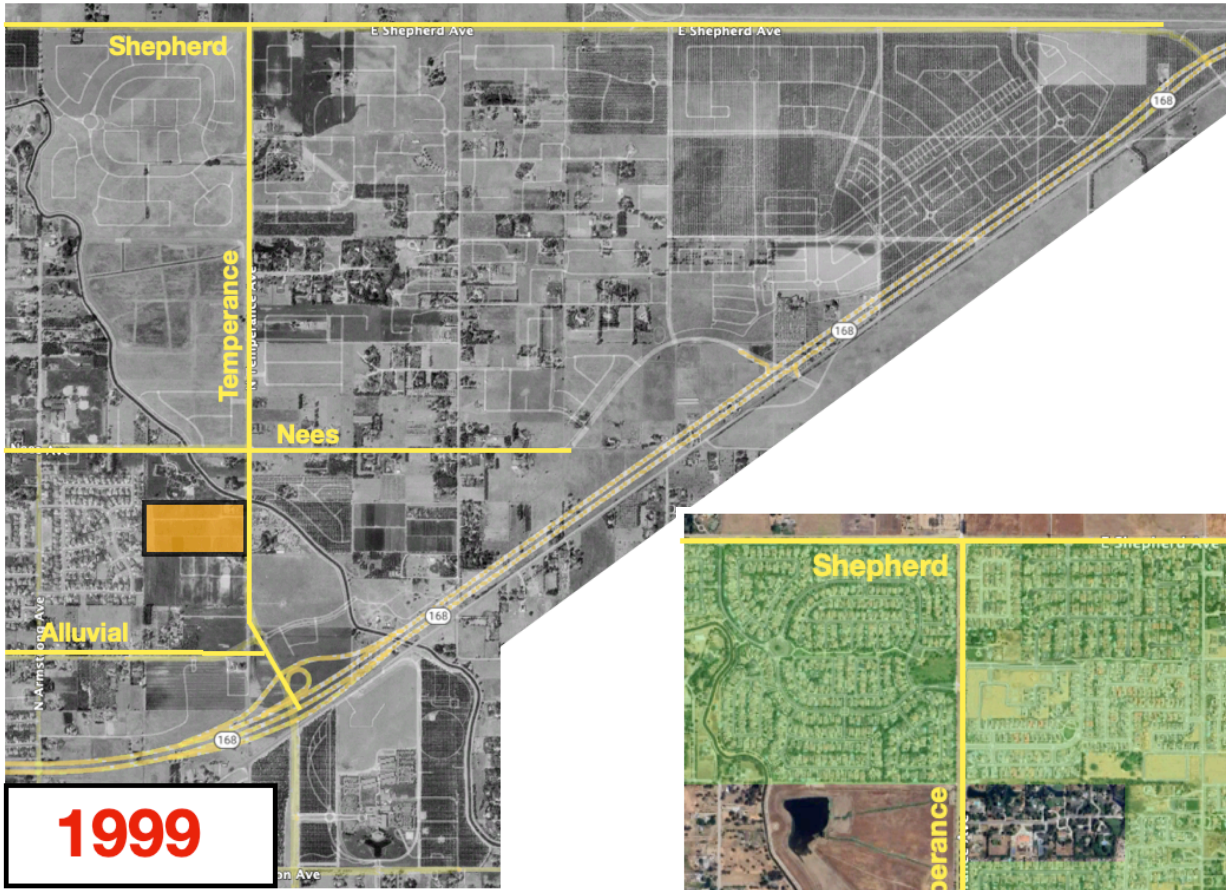
> If I were to speak and show some slides, would I email this to you maybe by next Wednesday, and they would be able to show them as I spoke? Would this be a powerpoint deck then?

> Thanks,

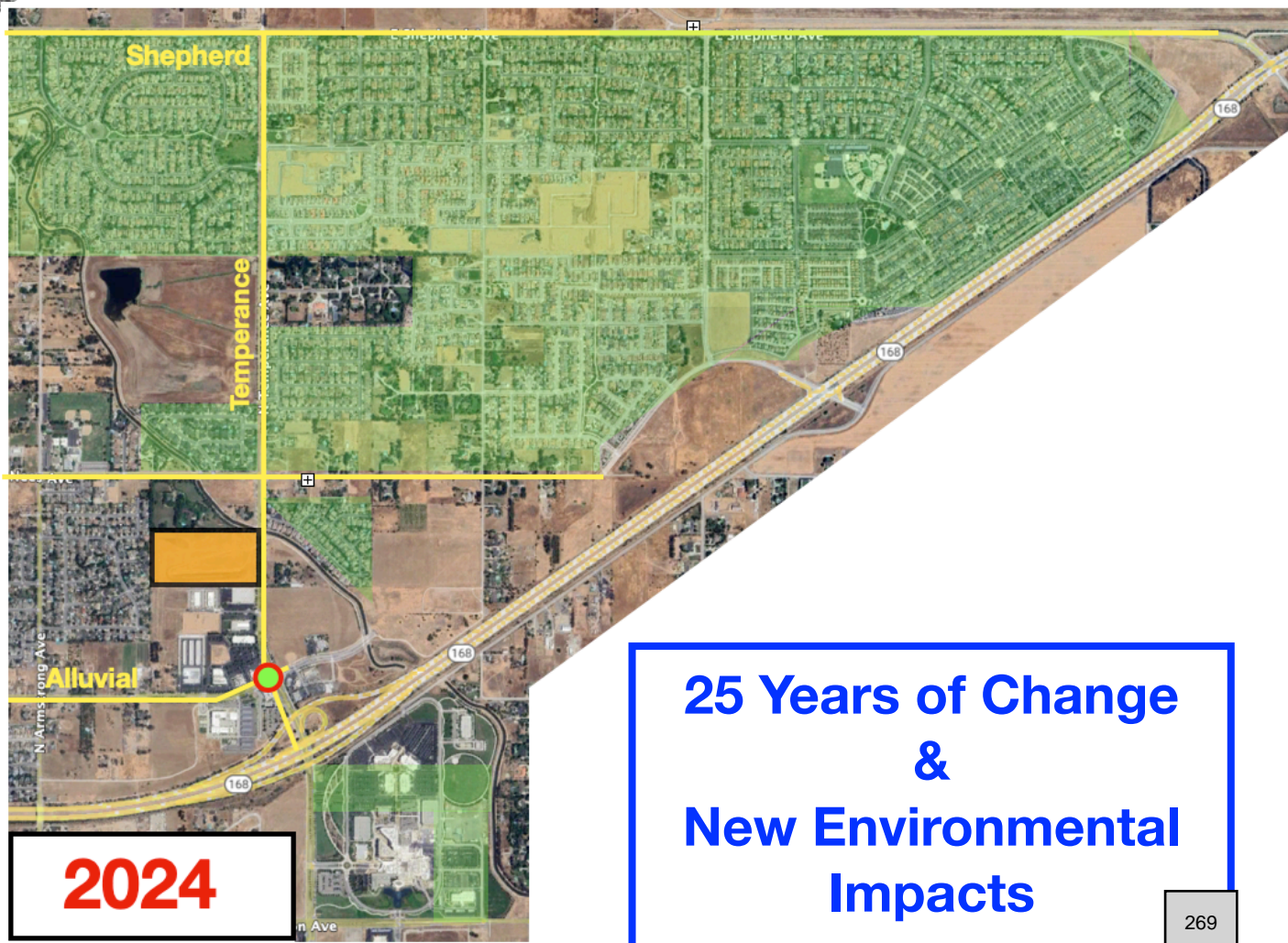
**ATTACHMENT 2**

> Eric

> This e-mail may contain confidential and privileged material for the sole use of the intended recipient. Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply e-mail and delete all copies of this message.

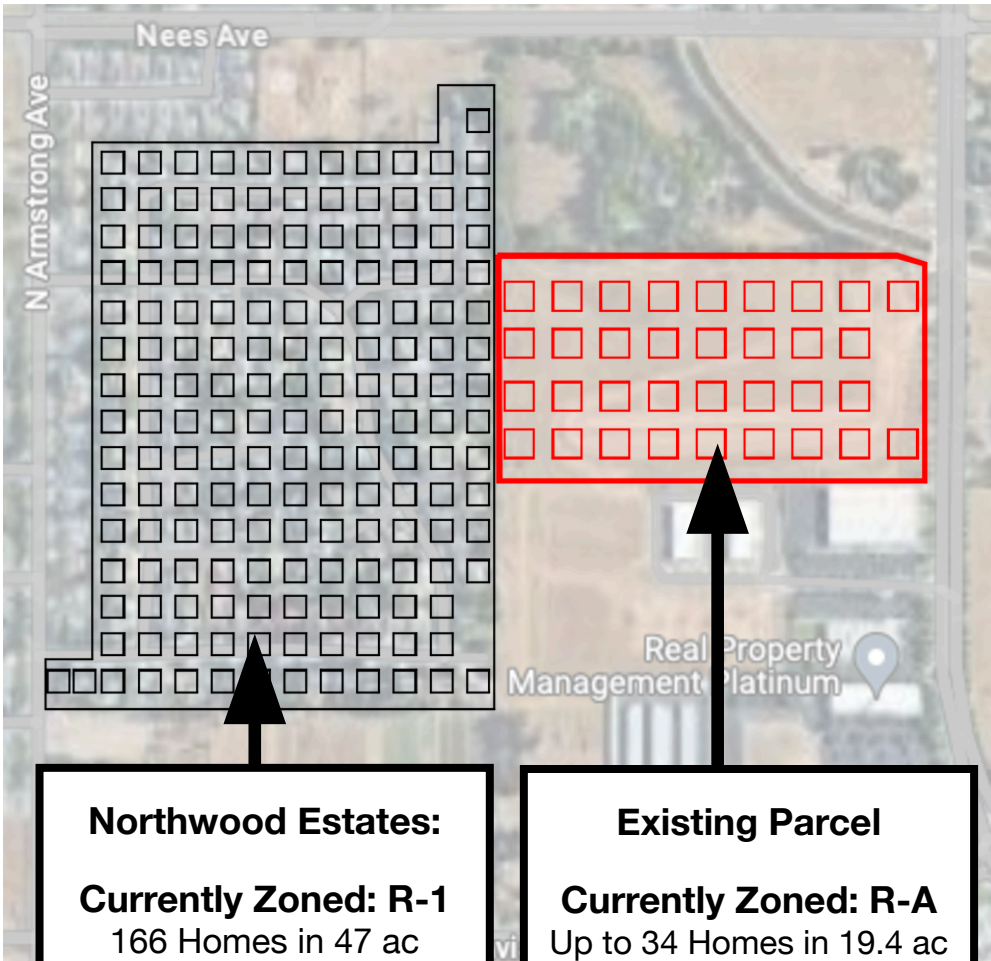


1999



2024

25 Years of Change  
&  
New Environmental  
Impacts

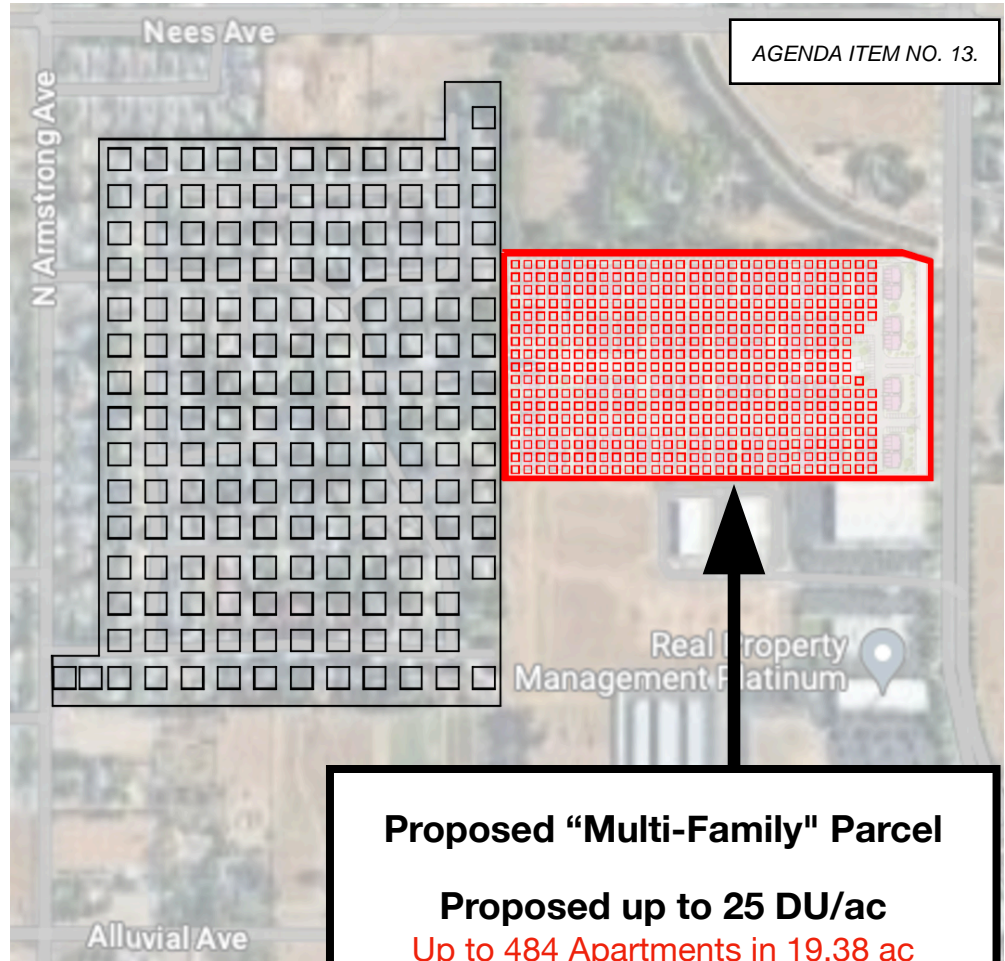


**Northwood Estates:**  
**Currently Zoned: R-1**  
 166 Homes in 47 ac  
**3.5 DU/ac**  
**+/- 498 People**

**Existing Parcel**  
**Currently Zoned: R-A**  
 Up to 34 Homes in 19.4 ac  
**1.7 DU/ac**  
**+/- 102 People**

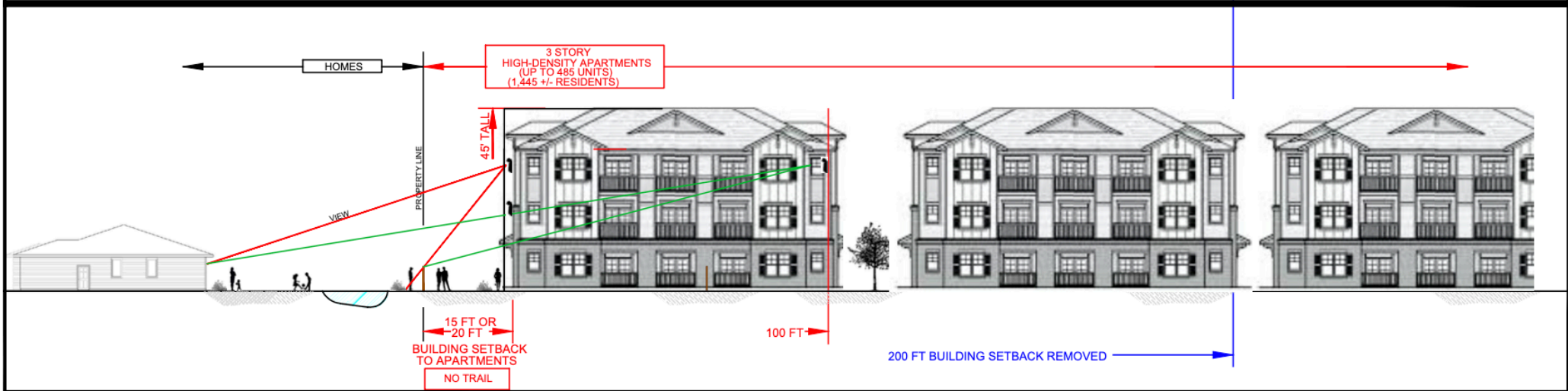
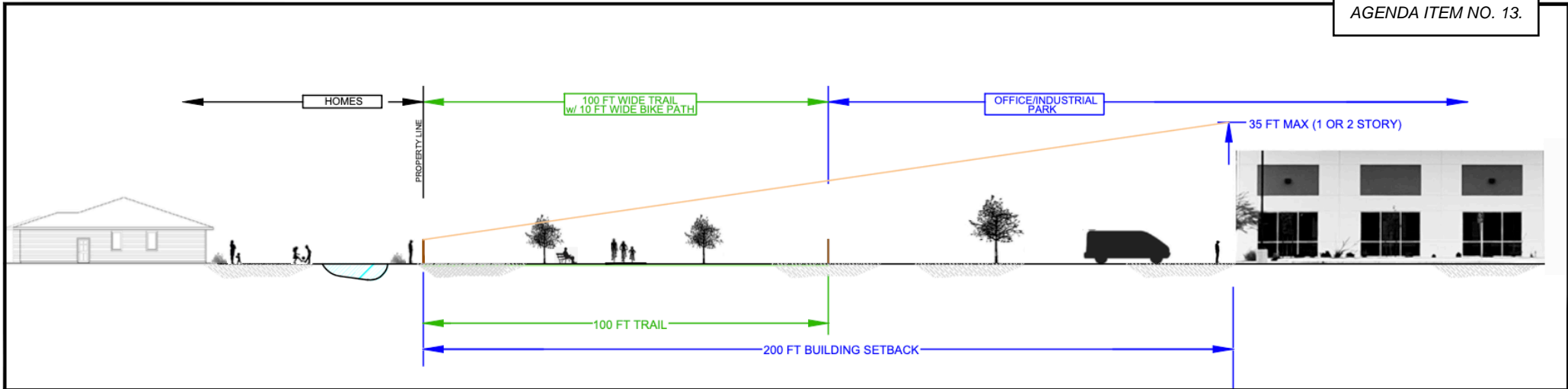
**Current Zoning**

**Density Non-Compatibility**

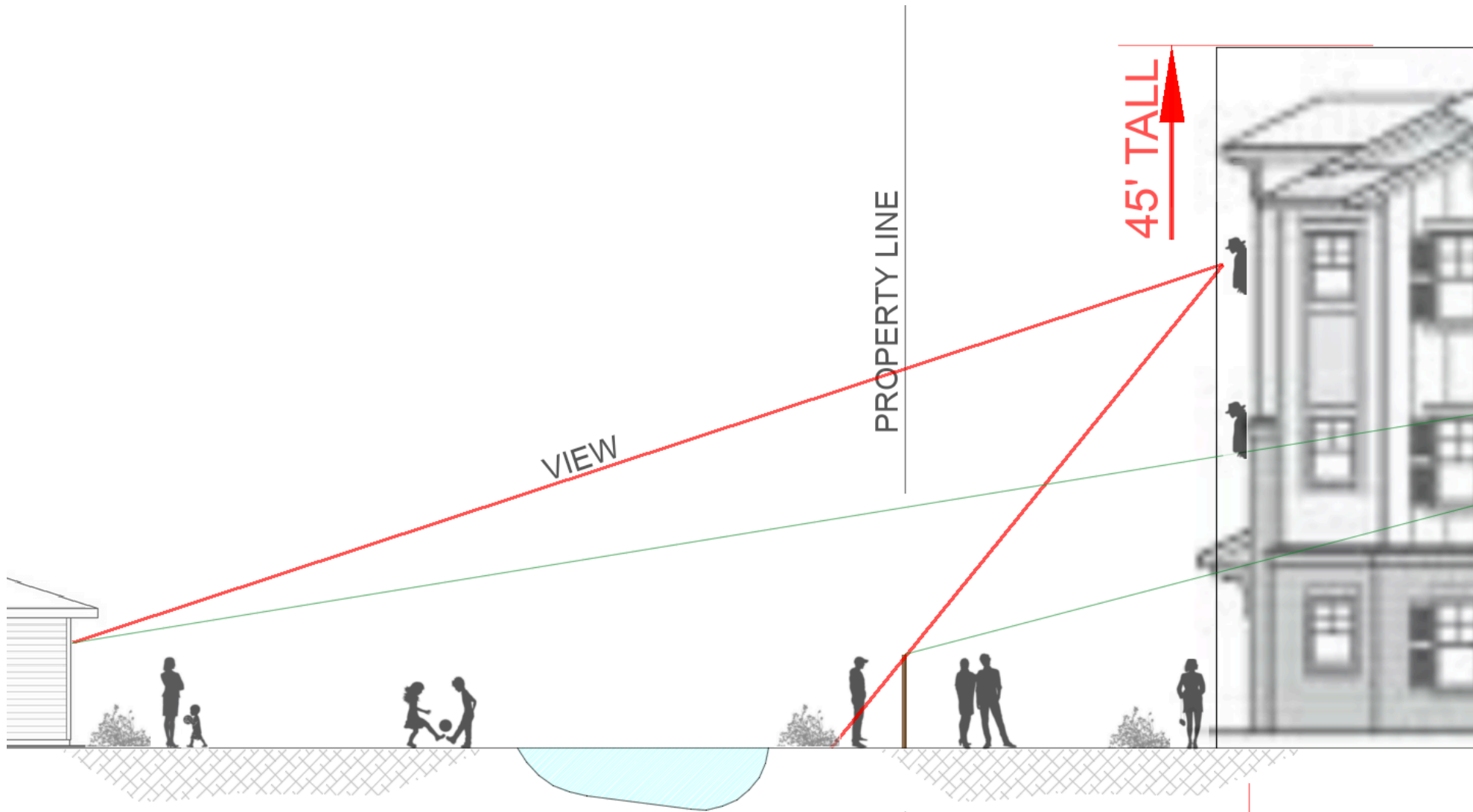


**Proposed "Multi-Family" Parcel**  
**Proposed up to 25 DU/ac**  
 Up to 484 Apartments in 19.38 ac  
**25 DU/ac**  
**+/- 1,455 People**  
**This is over 7 times higher density than Northwood Estates**

**Proposed Zoning**

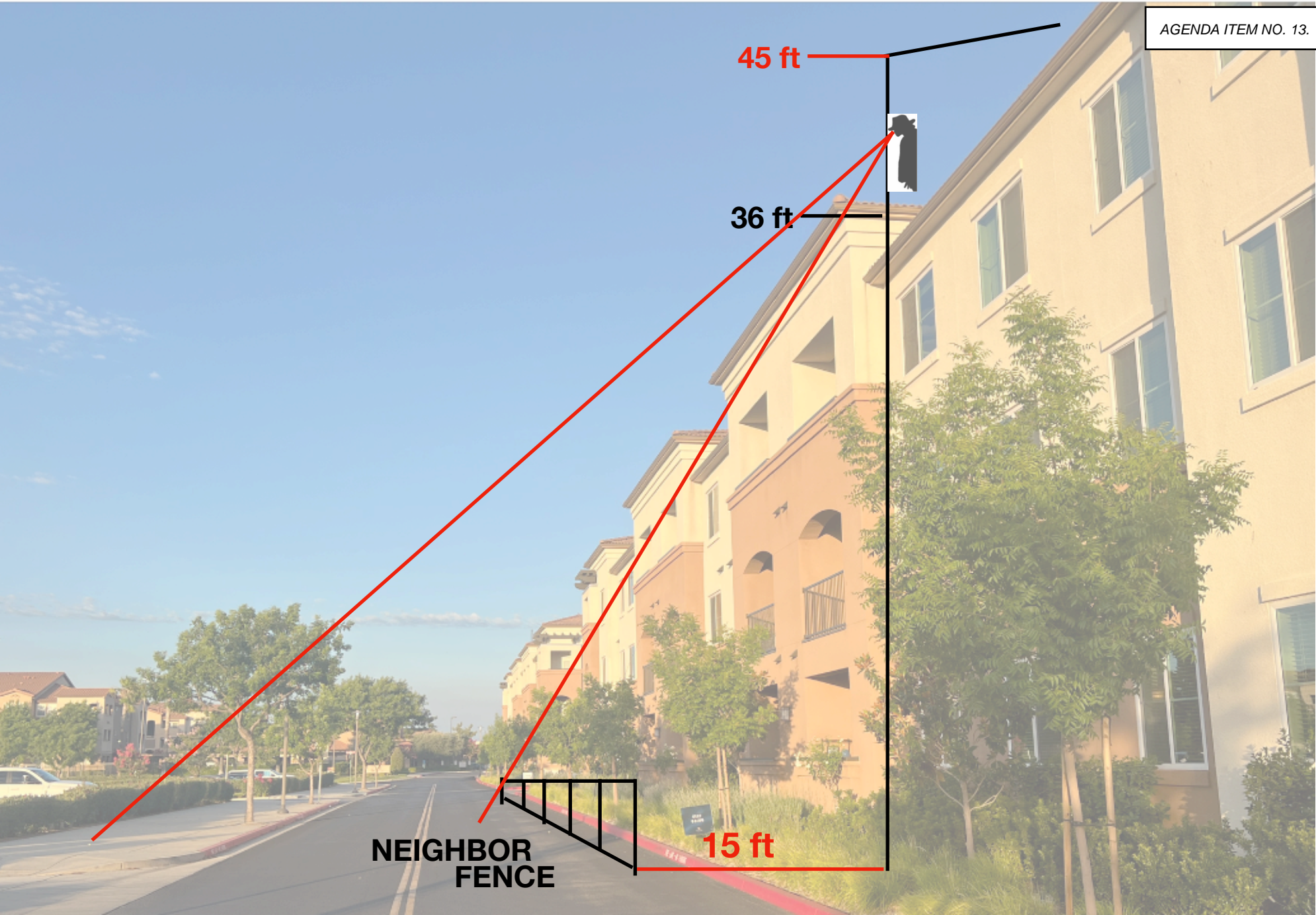


**Removed...**  
**200' Building Setback**  
**35 ft Height Limit**  
**100' Open Space/Public Trail**

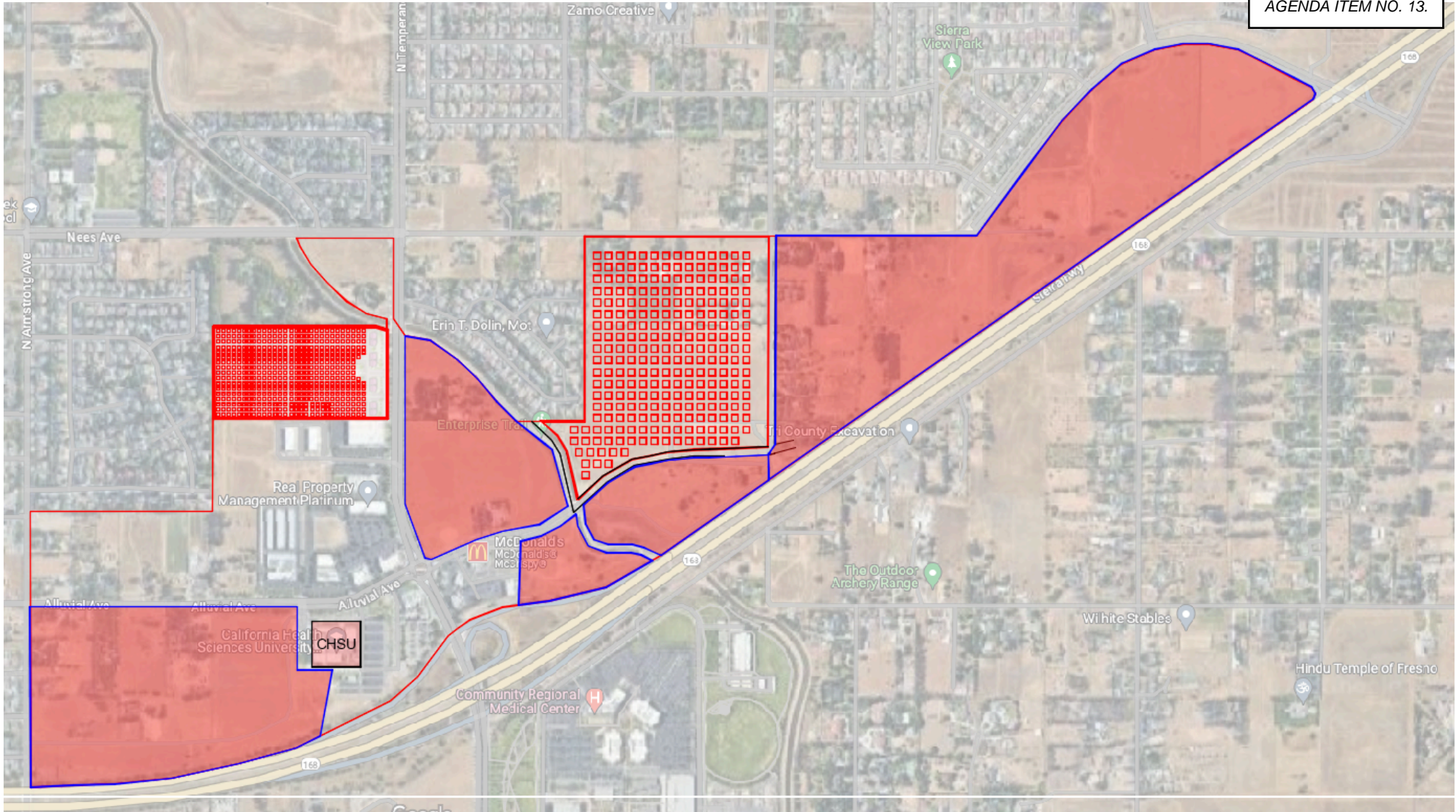


**Privacy Concerns**





**Privacy Concerns**



**Alternative Locations  
With Less Impact**

**McKencie Perez**

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**From:** Vahan Bagdasarian <vahanbag1@att.net>  
**Sent:** Wednesday, June 26, 2024 1:37 PM  
**To:** McKencie Perez  
**Subject:** [External] Public Hearing June 27

I live near the intersection of Nees and Temperance and when we purchased the home, only homes would be built north of the Enterprise Canal. I see no reason why that should not occur. Build apartments south of the 168.

Vahan Bagdasarian  
1341 N. Magnolia Ave  
Clovis Ca 93619  
Sent from my iPhone

**McKencie Perez**

---

**From:** David Merchen  
**Sent:** Wednesday, June 26, 2024 4:08 PM  
**To:** McKencie Perez  
**Subject:** FW: [External] Planning Commission Public Comments

Hi McKencie,

Here is a letter of support for the R-T Project submitted through the comment Portal.

Dave

**Dave Merchen | City Planner**

City of Clovis | Planning Division  
 p. 559.324.2346 | c. 559.765-7509  
[davidm@cityofclovis.com](mailto:davidm@cityofclovis.com)

---

**From:** PC Public Comments <email@cityofclovis.com>  
**Sent:** Wednesday, June 26, 2024 3:54 PM  
**To:** David Merchen <davidm@ci.clovis.ca.us>  
**Subject:** [External] Planning Commission Public Comments

Planning Commission Meeting Date: 2024-06-27

Item Number: 4

Name: Allen Keshishian Namagerdi

Email: [akeshishian@chsu.edu](mailto:akeshishian@chsu.edu)

Comment: I am Allen Keshishian Namagerdi, resident of City of Clovis, Zip Code 93619. I wanted to share my full support for CHSU student housing project near Temperance Ave and Nees Ave. I am alumni of this school as well as resident of Deaville East Neighborhood in City of Clovis. I remember how my classmates wish to have a student housing provided by school. If student housing can be provided by school to students then it brings more pharmacy and medical students and in general more educated people to City of Clovis that can serve our community in future as a clinician and educator.

Supporting Files (2 Max.):

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Date: June 26, 2024

Time: 3:54 pm

Remote IP: 50.115.197.158

June 27, 2024

City of Clovis  
Planning Commission  
1033 Fifth Street  
Clovis, CA 93612

**Re: Item #4, Statement Regarding Need for Student Housing Near CHSU Campus**

To the esteemed planning commissioners,

Due to a scheduling conflict, I am not able to attend the Planning Commission meeting on Thursday, June 27, 2024. Please accept this letter regarding our university's official comments regarding the need for student housing near the California Health Sciences University (CHSU) campus.

This fall, we will have nearly 600 students enrolled for in-person classes on campus at CHSU. With approximately 70% of our medical students coming from outside the Central Valley, CHSU students need improved access to housing. Both local and out of area students have told us they need, and have struggled to find, housing near our campus.

The rigor of medical school demands that our students attend full-time courses during the week, and they devote much of their nights and weekends to studying. They have made it very clear that housing near campus would help them be successful in their studies, and the benefits include:

- **Living among other medical students who minimize distractions and respect privacy.**
- **Ability to walk/bike to campus (some students cannot afford cars or fuel costs).**
- **Easy access to quiet study space, at home or on campus.**
- **Improved health and wellness, with access to home for showers, short sleep, or grab food.**

With an average age of 28, CHSU medical students commit to spending at least 4 years in undergraduate education, 4 years of medical school, and 3-7 years in residency training before dedicating their lives to patient care.

We believe that medical students deserve our admiration and support for their commitment to serve society. We hope our Clovis community embraces the opportunity to help students have access to housing during this critical time in their medical education. These future physicians are critical to help alleviate the Central Valley's severe physician shortage.

Sincerely,



Florence T. Dunn  
President

**McKencie Perez**

---

**From:** Brian Watt <brian.m.watt@hotmail.com>  
**Sent:** Thursday, June 27, 2024 8:10 AM  
**To:** McKencie Perez  
**Subject:** [External] Research and Technology Park Public Hearing

McKencie,

I wanted to reach out and formally protest the Research and Technology Park changes being proposed regarding student and facility housing. I attended multiple meetings at Dry Creek Elementary back in 2022 and no one at those meetings wanted apartments. Assemi attended the first meeting and I asked him, student apartments will only have students in them right? He responded that the apartments will be held for the first 30 days for students then open to the public. I also asked at that time what would be the price point and he provided a number over \$2000 a month. I asked the students he brought from his school if anyone could afford this and they all turned around. This just confirmed this apartment complex is just another money grab by Assemi and Granville disguised as doing a favor to the community by being labeled as student housing.

If the college and Assemi really care about attracting students and want student housing create dorms that only students can live in. Why doesn't the college focus on building the next phase of the college to justify the need for facility and student housing. Also what is the city doing about the need for a larger hospital or another hospital? The Fresno, Clovis area does not have enough beds at all the hospitals, these "needed" facility/student housing will just make things worse. What about CUSD, these additional houses and apartments will just impact my kids schools and most likely impact them on the next boundary change. I ask the city council members and Mayor to please listen to the people that elected you and NOT their largest donors Granville Homes and Assemi Group Inc.

I plan to attend tonight's meeting and speak as well.  
Thank you for your time,  
Brian Watt

**McKencie Perez**

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**From:** Corben Whitney <corbenwhitney@gmail.com>  
**Sent:** Thursday, June 27, 2024 1:43 PM  
**To:** McKencie Perez  
**Subject:** [External] Public Hearing, Planning Commission- 6/27/24

Hello McKencie,

My Name is Corben Whitney. I live at 2292 Cromwell Avenue and will be affected by the proposed changes discussed in tonight's meeting. I know the meetings can get a little raucous sometimes so I wanted to let you know I intend to speak. What I have to say probably won't take my full three minutes but I thought it might help in giving you a timeline for the meeting.

Hoping all is well,  
Corben (559) 287-2440

Sent from my iPad

To: The City of Clovis

Re: Planning Commission Meeting 6/27/2024

As A property & business owner at Temperance & Owens Parkway I support all of the resolutions and recommend approval of

GPA-2020-007

OA2021-004

R2021-010

Thank You

George Beal



JUNE 27, 2024

CLOVIS PLANNING COMMISSION MEETING  
RESEARCH AND TECHNOLOGY PARK

GOOD EVENING MR CHAIRMAN AND PLANNING MEMBERS

MY NAME IS ROBERT DAVIS

I OWN A RENTAL HOUSE WITH MY SONS AT THE EAST END OF NEES AVENUE AT THE OWNERS MOUNTAIN PARKWAY. NEES AVE DEAD ENDS.

IN 1976, I SAT IN THIS CITY HALL BUILDING, WHICH WAS JUST COMPLETED, AS THE CHAIRMAN FOR TWO YEARS BEFORE AND FOR TWO YEARS FOLLOWING.

**I APPRECIATE YOUR TIME IN PUBLIC SERVICE.**

I HAVE FOLLOWED THIS BEGINNING OF THIS TECH PARK BACK TO AROUND 1977. TEMPERANCE AVE WAS A SMALL COUNTRY ROAD WITH NO WHITE LINE DOWN THE MIDDLE. AT THIS CORNER OF TOLLHOUSE ROAD, THERE WAS PASTURE LAND, WITH A LOADING CORRAL FOR CATTLE. THAT CORNER IS NOW AT THE SOUTH SIDE OF HIGHWAY 168 ON TEMPERANCE AVE AND THE MIDDLE OF THE OFF RAMP AND THE ON RAMP.

**THE PROPERTY OWNER'S AGENT PROPOSED** A NEW ZONING USE AND POSSIBLE ANNEXATION TO THE CITY. THE CITY DECIDED TO PUT IT ON HOLD AND YOU SEE WHERE WE ARE NOW.

**"WE ARE NOW AT A POINT IT SEEMS, TOO,  
" EITHER GET OFF THE POT OR HAVE A MOVEMENT."**

I HAVE SEVERAL PAGES OF DOCUMENTATION OF THE LOCATIONS OF PROPERTIES OWNED IN THE TECH PARK AND NEXT TO THE PROPOSED TECH PARK.

**THE QUESTION, IT SEEMS TONIGHT: IS, EITHER A STANDARD HOUSING SUBDIVISION IS TO BE ALLOWED OR A DORMATORY STYLE OR 2/3 STORY APARTMENTS, ALLOWING THE TOTAL AREA FOR THE TECH PARK DEVELOPMENT OR GREATLY DECREASING IT?**

JUNE 27, 2024

AS A PLANNING COMMISSION MEMBER IN THE 1970'S, WE HAD BEFORE US A REQUEST FOR 20 ACRES AT THE SOUTHEAST CORNER GETTYSBURG STREET AND CLOVIS AVE REQUESTING INDUSTRIAL ZONING AND APPROVED. LUMBERJACK IS IN THIS PARK, AS WELL MANY OTHERS. AT GOOD GUESS, **THERE IS AT LEAST TEN PEOPLE EMPLOYED FOR EACH INDUSTRIAL PARK LOT IN THIS, THE FIRST PARK**

BASTOW AVE BETWEEN CLOVIS AVE AND SUNNYSIDE HAS 55 LOTS AS A INDUSTRIAL PARK WHICH WAS CONSTRUCTED IN THE EARLY 1970 WITH A **GUESS OF AT LEAST TEN PEOPLE EMPLOYED AND TOTALED AT 550 PEOPLE.**

I HAVE HANDED OUT TO THE COMMISSION, DOCUMENTATION OWNERSHIP OF LAND PARCELS, BETWEEN LOCAN AVE, HIGHWAY 168, ALLUVIAL AVENUE, NEES AVENUE AND ARMSTRONG AVENUE IN CLOSE RELATIONSHIP TO THE PARK.

**EACH PARCEL IS SHOWN ON AN ARIAL VIEW MAP BY A COLORED DOT AND A COORDINATING LAND OWNERSHIP.**

I FIND THAT MAJORITY OF PARSELS OWNED ARE BY:

GV LAND HOLDINGS, LLC AT 16 PARCELS.

CITY OF CLOVIS OWNS 13 AT PARCELS

PROCTOR CAMPUS HOLDINGS, LLC AT 8 PARCELS

UNIVERSITY STUDENT HOUSING, LLC AT 2 PARCELS

FINALLY,

**EITHER GET THIS PARK, LIKE OTHERS IN THE STATE, OR STOP AND MOVE TO CHANGE FOR THE GOOD OF THE CITY.**

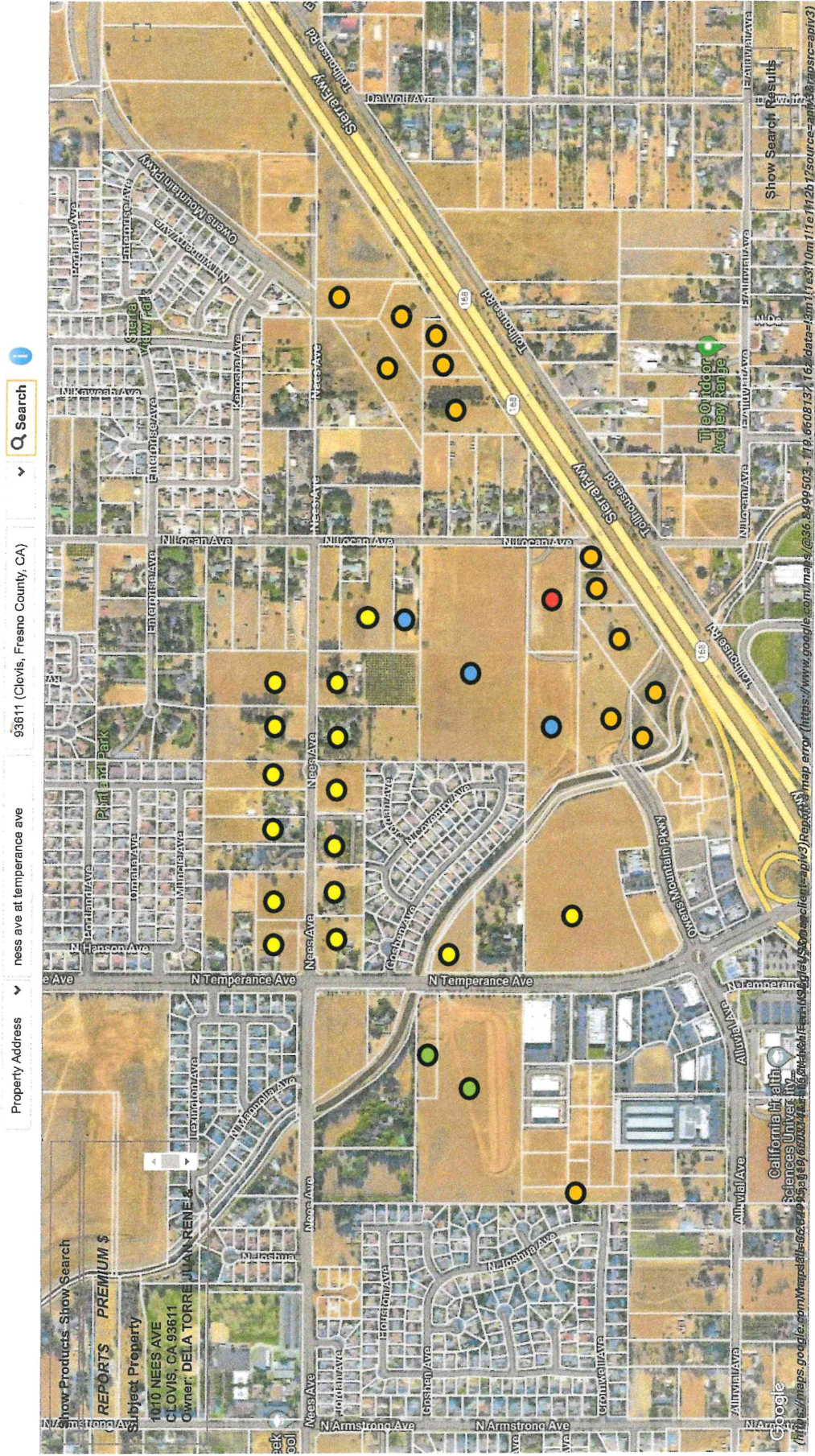
RESPECTIVELY SUBMITTED,



ROBERT K. DAVIS  
17922 TOLLHOUSE ROAD,  
CLOVIS, CA 93619

PHONE 559-299-2133

WINDMILLREALTY@GMAIL.COM



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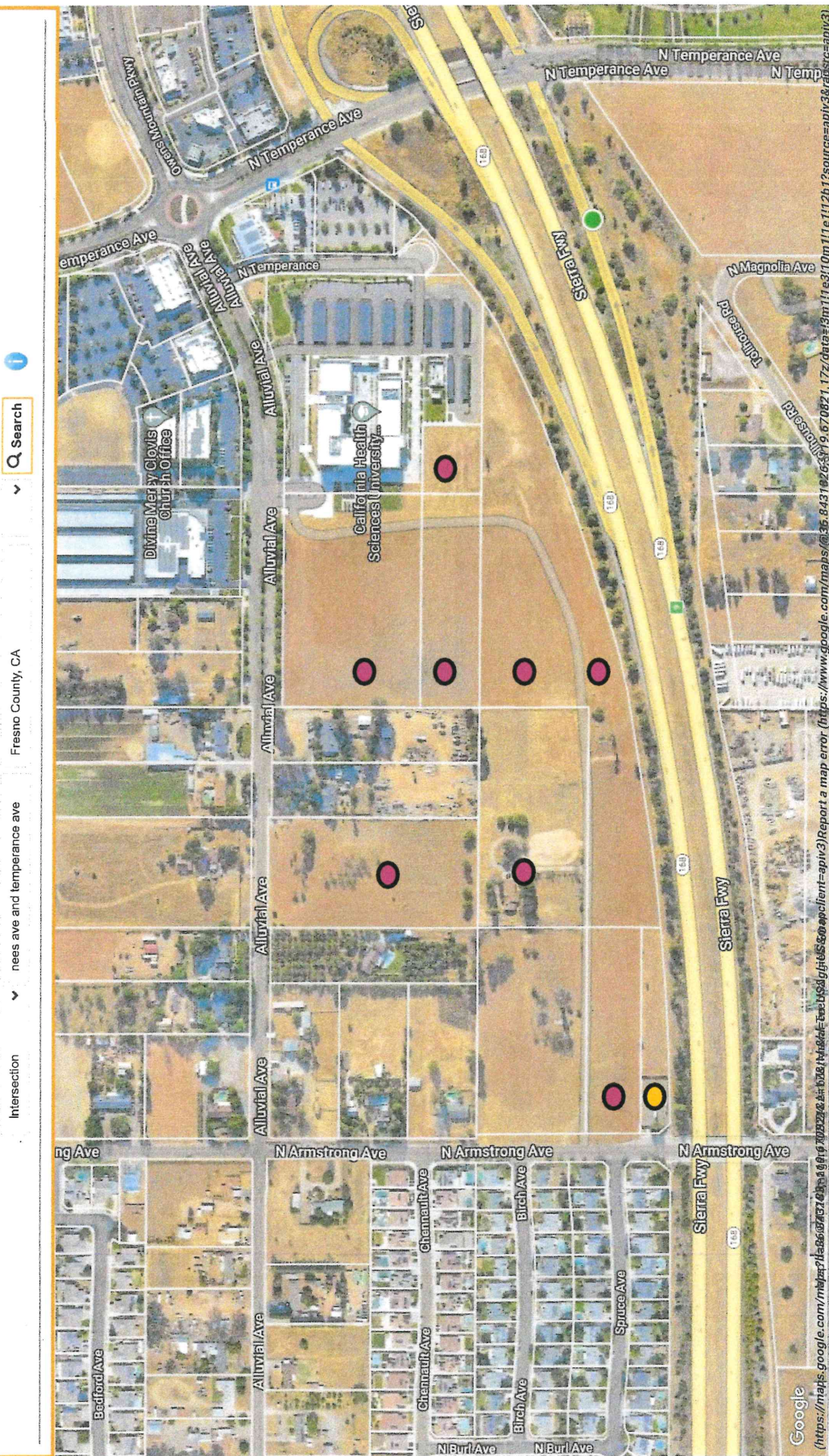


- ★ CITY OF CLOVIS PROPERTY
- ★ DA REAL ESTATE HOLDINGS, LLC
- ★ UNIVERSITY HOUSING, LLC
- ★ LINCOLN GRANTER FARM, LLC
- CITY OF CLOVIS PROPERTY
- G.V. LAND HOLDINGS, LLC
- UNIVERSITY HOUSING, LLC
- LINCOLN GRANTER FARM, LLC

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SUBMITTED BY: ROBERT K. DAVIS JUNE 27, 2024

# Find your Subject Property



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- PROCTOR CAMPUS HOLDING, LLC
- CITY OF CLOVIS PROPERTY

OWNER'S LIST OF PROPERTY IN OR CLOSE TO  
 RESEARCH AND TECHNOLOGY PARK  
 CLOVIS, CALIFORNIA  
 JUNE 27, 2024

(1)

LINCOLN GRANTOR FARMS, LLC  
 5260 N PALM AVE  
 SUITE 421, MAIL STOP M  
 FRESNO, CA 93704

SEE MAP OF PARCELS LOCATION NUMBERING AT: 1 SHOWNED ON MAP AS COLOR 

(2)

GV LAND HOLDINGS, LLC      PRIMARY OWNER: PROCTOR CAMPUS HOLDINGS, LLC  
 1306 W HERNDON AVE SUITE 101  
 FRESNO, CA 93711

SEE MAP OF PARCELS LOCATION NUMBERING AT: 3 SHOWNED ON MAP AS COLOR 

(3)

DA REAL ESTATE HOLDINGS, LLC  
 1306 HERNDON AVE SUITE 101  
 FRESNO, CA 93711

SEE MAP OF PARCELS LOCATION NUMBERING AT: 16 SHOWNED ON MAP AS COLOR 

(4)

PROCTOR CAMPUS HOLDINGS, LLC  
 5260 N. NORTH PALM AVENUE SUITE 421  
 FRESNO, CA 93704

SEE MAP OF PARCELS LOCATION NUMBERING AT: 8 SHOWNED ON MAP AS COLOR 

(5)

UNIVERSITY STUDENT HOUSING, LLC  
 1306 W HERNDON AVE SUITE 101  
 FRESNO, CA 93711

SEE MAP OF PARCELS LOCATION NUMBERING AT: 2 SHOWNED ON MAP AS COLOR 

(6)

CITY OF CLOVIS

SEE MAP OF PARCELS LOCATION NUMBERING AT: 13 SHOWNED ON MAP AS COLOR 

**GILMORE • MAGNESS • JANISSE**  
A PROFESSIONAL CORPORATION

JAMES O. DEMSEY (RETIRED)  
ROBERT J. TYLER (1938-2012)  
GERALD D. VINNARD (RETIRED)  
DAVID M. GILMORE  
MARCUS D. MAGNESS  
WILLIAM H. LEIFER\*  
RYAN M. JANISSE  
CHRISTOPHER E. SEYMOUR

\*OF COUNSEL

Received  
JUL 17 2024  
ADMN/CITYMGR

July 12, 2024

**VIA U.S. MAIL**

City Council, City of Clovis  
Clovis City Council Chamber  
1033 5<sup>th</sup> St.  
Clovis, CA 93612

Re: Notice of Appeal of Planning Commission  
Approval of Project known as a ‘Clean Up’  
relating to the Clovis Research and Technology Park

Dear Members of the Council:

This office represents Martin and Debbie Britz. Mr. and Mrs. Britz are residents of the City of Clovis. At the meeting of the City of Clovis Planning Commission on June 27, 2024, the Planning Commission approved several items relating to the Clovis Research and Technology Park. The items were listed as Item 4 in the June 27, 2024 Agenda. The items were described in a variety of ways but overall as a “clean up” to further “define the uses” within the Clovis Research and Technology Park (“R-T Park”). The description of the items is misleading, at best. In reality, the approval is to make wholesale changes in the allowable uses all for the benefit of one developer.

This letter serves as notice that, as permitted by the Municipal Code of the City of Clovis, Section 9.90, Mr. and Mrs. Britz hereby appeal the decision of the Planning Commission made on June 27, 2024 to approve changes to the R-T Park and all parts thereof as described in Item 4 and the attached packet of information for Item 4. The City Council must reject the approval as it is not in compliance with applicable law. It is also not in the best interests of the citizens of Clovis.

My clients, along with other neighbors, have consistently raised their concerns about the “clean up” both in writing and in person. My clients have repeatedly raised specific, detailed concerns about the effort to turn the R-T Park into relatively high density housing and to thus effectively eliminate the entire purpose for the R-T Park. Their concerns are repeatedly ignored.

STREET ADDRESS  
7789 N. INGRAM AVENUE  
SUITE 105  
FRESNO, CALIFORNIA 93711

MAILING ADDRESS  
POST OFFICE BOX 28907  
FRESNO, CALIFORNIA 93729-  
8907

EMAIL ADDRESS  
DGILMORE@GMLEGAL.NET

TELEPHONE  
(559) 448-9800

FACSIMILE  
(559) 448-9899

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City Council, City of Clovis  
July 12, 2024  
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The “clean up” approved by the Planning Commission includes General Plan amendments, rezoning of at least 63 properties and permits “campus affiliated housing uses” in a R-T zone district without actually defining what uses would be “campus affiliated housing” and without any requirement or restriction that the uses be limited to campus housing.

The changes are not a “clean up” under any circumstances and none of the changes, which are substantive and significant, are being done under the normal methods to obtain plan amendments or rezoning. The changes are wholesale changes to uses for the R-T Park. Instead of being a development of office buildings used for research and technology, the R-T Park would now include at least 650 housing units ostensibly for “campus related” housing. The approval does not tie the housing units to the “campus”, California Health Sciences University (“CHSU”) in any way. In other words, the approval which would permit 650 housing units is not for the campus but to enable the developer to build and sell homes to any person. That is not consistent with the approved R-T Park or the uses allowed thereunder. The approved R-T Park was to have no housing whatsoever.

By rewriting the permitted uses in the R-T Park to include high density housing, the City of Clovis has approved an entirely new project without complying with the California Environmental Quality Act (“CEQA”). The project requires a full Environmental Impact Assessment at a bare minimum and none has been required or done.

The “clean up” includes waiver of certain fees for the developer. The waiver of the fees is without support. As I trust you are all aware, the Fresno Bee has written several articles about the project which suggest that the project is being approved based on the demands of the developer but not in compliance with applicable law or Clovis’ own regulations. The Planning Commission approved it even in light of that evidence.

The project as presented now has significant environmental impacts such that a full EIR is required under CEQA. The entire area has seen significant development over the last 25 years, including without limitation, many residential developments (Deauville, Deauville East, Harlan

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City Council, City of Clovis  
July 12, 2024  
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Ranch, and others) built to the northeast, the expansion of Clovis Community Hospital, additional medical office buildings near the hospital, the CHSU campus. The cumulative impacts of further high-density residential developments are obvious and must be considered. The City cannot just ignore the cumulative impacts.

The use of a City-initiated “Clean-Up” process to administratively create a General Plan Amendment, a Development Code Amendment, a Rezone (by City), and change to the R-T Park Design Guidelines cannot withstand scrutiny. All of these four documents prohibit housing in the R-T Park. This “Clean-Up” is being substituted for the requirement that an Applicant follows the formal Rezone Application process which requires special studies on impacts, and careful consideration to any “changes in zone or uses that could adversely affect the adjoining property as to value or precedent, or will be detrimental to the area.” The City has not provided neighbors with a study on this project’s direct effect on their property value or detrimental impacts. This “Clean-Up” process cannot be used to bypass the requirement of an EIR to study and reveal these impacts to the neighborhoods, as the EIR provides protections and impact mitigations for the neighbors.

The housing proposal requires a general plan amendment. The City of Clovis is not in compliance with its own requirements to make such a plan amendment. Just as two examples, the City’s own policies require an assessment of whether the public facilities, such as sewer and water, are adequately served taking into account the project and future projects. It should go without saying that 650 housing units has a much larger impact on sewer needs and water usage than mixed business uses but no such analysis has been done. The City is required to assess the impact on the jobs to housing ratios. By eliminating the R-T Park and replacing it with housing, it is obvious that the ratio is impacted negatively on the job side of the analysis, but no analysis has been done. (See General Plan Land Use Element, Goal 6 – Policy 6.1B and 6.2B)

If the City continues to move forward without an environmental assessment, it will be in direct violation of CEQA. Past EIRs dating back to



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City Council, City of Clovis  
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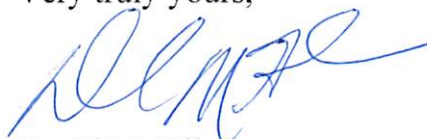
1999 are irrelevant to the proposed project scope, and ignore the cumulative growth and impacts. Despite the neighbors bringing many anticipated impacts to the City's attention during each of the three 2022 neighborhood meetings, with several more in writing, it is not the responsibility of the neighbors to attempt to identify the relevant impacts—that is the job of the City of Clovis. Unless and until a proper EIR is done, provided for public comment and the significant impacts addressed, the request to change the general plan to approve 650 housing units must be rejected.

This letter is not intended to cover each and every specific problem with the approval. The City of Clovis has before it a lengthy list of issues but it chooses to ignore those issues.

My clients thus object to the approval by the Planning Commission and demand that the City Council reject the approval and deny the entire request. At a bare minimum, the City Council must reject the approval unless and until a full EIR is completed in compliance with CEQA and the developer goes through the required processes to obtain plan amendments and rezoning.

If the City of Clovis simply approves the decision of the Planning Commission, my clients will consider all of their options including filing suit to compel the City of Clovis to comply with the law. I trust it will not be necessary to do so.

Very truly yours,



David M. Gilmore

cc: Clients  
City Attorney, City of Clovis

**McKencie Perez**

---

**From:** Bernie Kraus <bernie77.kraus@gmail.com>  
**Sent:** Tuesday, July 23, 2024 3:49 PM  
**To:** McKencie Perez  
**Subject:** [External] Research & Technology (R-T) Park

Dear Mr. McKenzie:

We unfortunately are unable to attend the 6/30/24 City Council Meeting and are therefore expressing our concerns and suggestions via this email. We live at 1396 N Magnolia Ave, Clovis. We are in a small Lennar tract that is bordered by Temperance on the east, Nees on the South and the Clovis Trail/canal on the West. The ponding basin is also to the North of us.

We feel that the colleges themselves will be a positive impact for the city of Clovis, although many existing home owners will be significantly impacted by the new structures (colleges, student housing, faculty housing, apartments). I will leave it to those homeowners to present their concerns.

We do have concerns regarding the triangular piece of land that is bordered by Nees, Temperance and the canal. I have heard that there is consideration for using this land for a convenience/gas station mart or more apartments. This seems rather redundant since we have the same availability at 168 and Temperance. It would also create undo traffic on Nees which is close to Dry Creek School and other residential areas. It would be a commercial island surrounded by quiet residential and an elementary school. We would suggest this small piece be converted to a neighborhood park. This might be of some consolation for the residential areas being affected by this significant project. It would also be a big plus and destination for the increased Clovis Trail use.

This brings me to my final and most invested topic, the Clovis Trail. I am a runner and have covered much of the trail and have found our stretch between Ness and the ponding basin to be the worst maintained of any parts of the trail. With the expected significant increased usage coming from the colleges and the Hospital (via a planned pedestrian bridge over 168), this stretch will become one of the busiest sections of the Clovis Trail. The aforementioned park would help manage some of this foot traffic. Much better management of the asphalt trail and trees would also be needed. The City must also finally come to an agreement with the Irrigation District to have the Trail extend directly from 168 to Nees.

One other suggestion to handle the increased foot traffic on the trail involves the ponding basin just north of us. At present it is just used by the Flood Control District to act as a catch basin for excess rain water. It is then drained to a very minimal level in late Spring which is unfortunate since the city has an observatory structure and telescope on the sight to view wildlife. The only reason that the Flood Control District drains it to such a low level is to keep the water level within their fencing in order to keep kids out of the water. In speaking to the Flood Control District they would have no reason not to bring the fence line up to accommodate more water storage as soon as enough water is channeled into percolation reservoirs. This would create another opportunity for the City to put up several bench and shade structures to provide opportunity for trail users. This would also discourage the kids with motorcycles from riding up and down the slope. A full basin would also provide much needed water storage and water for fire suppression.

This seems like a win for all agencies and the trail users.

Thank you for the opportunity to voice my ideas and concerns!

Bernie Kraus  
559-314-4240

**McKencie Perez**

---

**From:** william hickman <diegosdaddy@yahoo.com>  
**Sent:** Tuesday, July 30, 2024 3:24 PM  
**To:** McKencie Perez  
**Subject:** [External] Assemi Development Meeting  
**Attachments:** City Final.docx

Good Afternoon

I would appreciate it if you could distribute these comments to the planning commission members and city council members as appropriate.

Thank you.  
Kay Hickman

Clovis Planning Commission  
Clovis City Council  
July 30, 2024

According to publications of the Public Policy Institute (PPI) 2024, the Business Insider 2024 and the LA Times 2024, over the past “three decades in California water overdraft has averaged nearly 2 million acre-feet per year or 13 % of net water use in the state. This has contributed to dry wells and declining reliability of drought reserve throughout the state. In addition, overdraft and overuse of water supply due to sprawling unchecked and unplanned or poorly planned urbanization in hard hit areas is causing many undesirable impacts as over 2000 domestic wells went dry in each of the two recent droughts. Central Valley counties are extremely susceptible to overdraft and water needs given the increase in populations”

According to the Environmental Impact Report (EIR) prepared for a development of the City of Clovis, Loma Vista project years ago, the EIR states there is a negative effect from development on water. They know that because of an extensive environmental report. Why are not current EIR’s being demanded by the Planning Commission for development? I am sure given the decades of water problems in the proposed area of the Wilson development as well, there should be an EIR on water as water has always been problematic in that area. Look at the folks in Shenandoah Farms down the road from the Assemi project and located near the Wilson project. Located near me...Same thing.

The EIR for Loma Vista states,” urban growth in the Clovis area is rapidly causing a negative impact on the groundwater supply. The city of Clovis has almost fully developed the available well field and there are currently very limited opportunities to construct new viable municipal wells.” Clovis presently has approximately 26 wells for the entirety of the current population not counting Loma Vista, the proposed Wilson development, and the Assemi project which is located within a mile of my home. “Additionally due to continued overdraft in the metropolitan area, the nominal water level in the city’s existing wells continues to fall...Treatment facilities and storage are needed”. This information is from the Loma Vista EIR dated which sets out 2035 as a target to improve water for residents of Clovis, 11 years from now.

The City of Clovis General Plan update dated August 7, 2014, Environmental Impact Report, sphere of influence there is lengthy discussion of water issues for the city at that time and in the future. Water Supply Impact # 4,” The City’s Urban Water Management Plan states, “the potential for water consumption by development will result in ground water overdraft.” Many concerns are noted. Development has been supported and continued unabated since this report. The development for the Assemi project in the middle of established homes relies on out-of-date, outmoded information that while true 10 to 20 years ago, does not match the reality of the residents who live here. The reluctance to have additional information is quite puzzling.

We are on a private well and have been so for the past 41 years as have our neighbors. Communities around these proposed developments continue to have vested interests in development, not because of our lifestyles but because of our lives. We live here with our families. In the spirit of community, I attended the Herndon-Shepherd Specific Plan meetings in the 1990's. I asked about the effect on the wells in the area and who would be responsible if they went dry due to development in the area. The problems were noted by the political bodies. I attended the community meetings when Fresno County residents were moved into the City of Clovis and we became city residents. I asked about the effect of the development on residents with wells and who would be responsible if they went dry or bad due to development. My speech was noted by the politicians. I spoke at the DeYoung community meetings to voice my concern about water and wells and asked who was taking responsibility if wells were depleted due to development? Same with Assemi who keeps moving the ball with ambiguous language and plans for development. An answer is never given and here we are. No current EIR addresses these issues despite the fact the city population, (City-Data.com) reveals that the population change in the City of Clovis since 2000: +81.9 % and, is not addressed in these EIR's and updates that continue to be relied upon. I would say the public trust in governance is eroded every time issues such as these are presented and are ignored. The Fresno Bee seems to think so as stated in the *article Developers housing plan gets favorable treatment, November 02, 2023.*

There is a 40-year history of raising concerns and bringing information before the governing bodies. The players have changed but the lack of transparency in the city government remains the same. I don't know how many private wells are in the City of Clovis that could be affected. I would submit that the City policy makers having been advised for decades that there were water issues directly because of development and that is supported with the city's own documents. The City of Clovis bears full responsibility for issues having to do with the disruption in the delivery of water to its residents and continued baffling and uninformed development.

My thanks for your attention.

Kay Hickman  
Clovis, CA.



January 14, 2022

LU0021572  
2604

Ricky Caperton, Deputy City Planner  
City of Clovis  
Planning and Development Services Department  
1033 Fifth Street  
Clovis, CA 93612

Dear Mr. Caperton:

PROJECT NUMBER: **GPA2021-007, R2021-010, AO2021-004**

**General Plan Amendment GPA2021-007;** Based on the existing General Plan, the R-T Park boundary was shown incorrectly. A General Plan Amendment is needed to correct this technical inaccuracy.

**Rezone Amendment R2021-010;** The current land use designation for the plan area is Mixed Use – Business Campus (MU-BC) which allows a mixture of research and technology uses, and will remain unchanged. The corresponding zone district should be R-T; however, there are parcels within the R-T Park area that currently maintain residential zoning. Therefore, in order to bring the zoning into consistency with the MU-BC land use designation, a rezone is needed. Under this action, the City will either rezone properties directly to R-T or apply an R-T Overlay zone allowing for existing residential properties to remain residential, while also allowing for R-T Park development should those properties choose to develop per the R-T standards. **Development Code Update AO-2021-004;** The clean-up action being proposed would further define the MU-BC land use designation to allow for ancillary residential uses, rezone approximately 79 parcels to the R-T zone district, permit ancillary residential uses in the R-T zone district, and add design guidelines for ancillary residential uses.

**APN: Multiple      ZONING: MU-BC to R-T Park      ADDRESS: R-T Park Corridor N of SR 168**

Recommended Conditions of Approval:

- Construction permits for future developments 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 future development should be subject to assurance that the City of Clovis community water system has the capacity and quality to serve projects. Concurrence should be obtained from the State Water Resources Control Board, Division of Drinking Water-Southern Branch. For more information call (559) 447-3300.
- If future applicants propose to use and/or store hazardous materials and/or hazardous wastes, they shall meet the requirements set forth in the California Health and Safety Code (HSC), Division 20, Chapter 6.95, and the California Code of Regulations (CCR), Title 22, Division 4.5. Any business that handles a hazardous material or hazardous waste may be required to submit a Hazardous Materials Business Plan pursuant to the California Health and Safety Code (HSC),

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Division 20, Chapter 6.95, Section 25507 (<http://cers.calepa.ca.gov/>). Contact the Fresno County Hazmat Compliance Program at (559) 600-3271 for more information.

- Future projects have 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 areas should be properly destroyed by an appropriately licensed contractor.
- Should any underground storage tank(s) be found, the applicants shall apply for and secure an Underground Storage Tank Removal Permit from the Fresno County Department of Public Health, Environmental Health Division. Contact the Fresno County Hazmat Compliance Program at (559) 600-3271 for more information.

The following comments pertain to the future 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.

---

REVIEWED BY:

*Kevin Tsuda*

Kevin Tsuda, R.E.H.S.  
Environmental Health Specialist II

(559) 600-33271



2907 S. Maple Avenue  
Fresno, California 93725-2208  
Telephone: (559) 233-7161  
Fax: (559) 233-8227

## CONVEYANCE. COMMITMENT. CUSTOMER SERVICE.

January 19, 2022

Ricky Caperton  
City of Clovis  
Planning Division  
1033 Fifth Street  
Clovis, CA 93612

RE: General Plan Amendment 2021-007, Rezone 2021-010, and Development Code 2021-004  
N/E Herndon and Armstrong avenues  
Impacted Facility: FID's Enterprise No. 109

Dear Mr. Caperton:

The Fresno Irrigation District (FID) has reviewed the General Plan Amendment 2021-007, Rezone 2021-010, and Development Code 2021-004 for which the City of Clovis proposes to correct inconsistencies between the documents and allow for student and facility housing per direction for City Council. The proposed actions are not for the purpose of an actual development, APNs: multiple. FID has the following comments:

### Summary of Requirements:

- Existing Encroachments removed and/or relocated, if any
- Review and Approval of all Future Plans
- Execute Agreement(s), if necessary
- Project Fees
- No Encroachments (i.e. trees, monuments, fences, PUE, etc.)

### Area of Concern

1. FID's active Enterprise No. 109 runs northwesterly and traverses the project area, as shown on the attached FID exhibit map and will be impacted by future projects in the project area. FID requires it review and approve all future plans impacting this facility.
2. It is not clear whether the required amount of right-of-way has been reserved for the Enterprise Canal through the project area to have a full width (20 feet) banks on each side. The developments in the area must consider the impacts to the Enterprise Canal from urban development and allocate adequate right-of-way for the conversion of the area from a rural and agricultural setting to an urban development.
3. Drive banks shall be built out to the required freeboard and elevation for the full width of the required Canal right-of-way per FID standards.



4. FID requires that, within the limits of the proposed project [and its remainder], the landowner grant an exclusive easement for the land underlying the canal and associated area along the canal required for maintenance pursuant to Water Code Section 22425 and FID policy. FID's District Canal Right-of-Way Requirements sheet is enclosed for your reference. The proposed easement (width) will depend on several factors including: 1) Width of canal, 2) height of canal banks, 3) final alignment of canal, 4) additional space needed where roads/avenues intersect canal, etc.
5. FID requires that the Engineer/Land Surveyor use the inside top hinge of the canal to define the edge of FID's right-of-way such that FID has a minimum of 20-feet at all points along the canal bank. There are no minimum or suggested numbers of survey shots to take but, there must be enough survey points such that the top inside hinge of the canal bank is properly identified. Before finalizing the Final Maps, the Engineer/Land Surveyor will need to stake both the inside top hinge and the right-of-way/property for FID Staff to field evaluate an adequate width. FID staff must field verify the right-of-way/property boundary and the hinge line edge before signing plans to ensure that there are enough survey points to properly define the canal.
6. Typically, for any type of development that impacts a large open canal or is adjacent to one such as the Enterprise Canal, FID requires the developer to improve the canal with either concrete lining, encasing the canal in a box culvert, or other approved means to protect the canal's integrity for an urban setting. FID does not have sufficient information to determine what kind of improvements will ultimately be required as part of the development. The engineers working on the project and FID's engineering staff must meet to discuss specific requirements as discussed below. In order to meet the "urban" standards for the canal, FID will require the following minimum conditions:
  - a. Channel Stabilization: The proposed plan does not indicate any improvements to the Canal. If the Developer is not willing to concrete line the Canal or place it underground within a box culvert, they must come up with another means acceptable to and approved by FID to protect the Canal's integrity. On similar projects, Developers typically propose the following:
    - i. Surrounding Development – All proposed building pad elevations must be a minimum of 12-inches above the canal's high water, unless separated by a roadway with curb and gutter.
    - ii. Freeboard – FID typically requires between 1.0 to 1.5 feet of freeboard. Because the Canal is used to route stormwaters, and is one of the larger canals used to convey the stormwater, FID will require a minimum of 1.5 feet of freeboard and a maximum of 2.0 feet. The Developer will be required to either import or export material to match FID's standards.
    - iii. Maintenance – this reach of Canal does have a history of high loads of sediment deposits which requires periodic dredging. FID will typically dredge the Canal and deposit the spoils on top of the banks to dry out. Once the spoil has dried, FID will flatten the spoil as time permits. This reach of Canal also has large volumes of trash, debris, shopping carts that are deposited into the Canal. FID's crews will typically remove the trash at the Shepherd Avenue bridge and another crew will come by to

remove the trash. The hauling off of this material may occur several weeks after the trash has been placed on the side of the canal, and the trash may be considered a nuisance (sight and smell). If the Developer and/or City require a different level of maintenance effort, they will need to enter into an agreement for that purpose. The City and/or Developer will be responsible to fund the "higher level" of maintenance.

- b. Drive banks/maintenance roads and encroachments (both banks):
  - i. Both banks must be of full-width cross section to the outside limits of the canal easement.
  - ii. One or both of the drive banks must be sloped a minimum of 2% away from the canal, 4% maximum, with provisions made for rainfall. Drainage will not be accepted into the Canal and must be routed away from FID property/drive banks. Runoff must be conveyed to nearby public streets or drainage system by drainage swales or other FID acceptable alternatives.
  - iii. One or both of the drive banks shall be overlaid with 3 inches of Class II aggregate base for all-weather access and for dust suppression.
  - iv. Encroachments - All existing trees, bushes, debris, fencing, and other structures must be removed within FID's property/easement.
7. If a fence will be installed between the development and open canal, a block/masonry wall shall be required. Chain-link and wood fencing will no longer be accepted for urban developments.
8. Should a trail or walkway be placed adjacent to the canal, FID will require a minimum 4 feet tall pedestrian barrier for this development, located outside of its right-of-way, on both sides of the canal, for the length of the development. FID is open to suggestions regarding design.

#### **General Comments**

1. FID requires its review and approval of all improvement plans which affect its property/easements and canal/pipeline facilities including but not limited to Sewer, Water, Fresno Metropolitan Flood Control District (FMFCD), Street, Landscaping, Dry Utilities, and all other utilities.
2. FID requires the Applicant/Developer to submit for FID's approval a grading and drainage plan which shows that the proposed development will not endanger the structural integrity of the Pipeline or result in drainage patterns that could adversely affect FID.
3. All existing trees, bushes, debris, old canal structures, pumps, canal gates, and other non- or in-active FID and private structures must be removed within FID's property/easement and the development project limits.

4. No large earthmoving equipment (paddle wheel scrapers, graders, excavators, etc.) will be allowed within FID's easement and the grading contractor will be responsible for the repair of all damage to the pipeline caused by contractors grading activities.
5. FID does not allow FID owned property or easements to be in common use with public utility and/or road easements and rights-of-way but will in certain instances allow for its property to be in common use with landscape easements if the City of Clovis enters into the appropriate agreement.
6. FID requires its easements be shown on all maps/plans with proper recording information, and that FID be made a party to signing all final maps/plans.
7. Footings of retaining walls shall not encroach onto FID property/easement areas.
8. Trees will not be permitted within FID's property/easement areas.
9. FID is concerned about the potential vibrations caused by construction efforts near existing District facilities as it may cause damage to FID's canals, pipelines, and culverts. The developer and contractor(s) must keep all large equipment, construction material, and soil stockpile outside of FID's easement and a minimum of 30 feet away from District facilities. The developer and/or its contractor(s) will be responsible for all damages caused by construction activities.
10. FID is concerned that the proposed development may negatively impact local groundwater supplies including those areas adjacent to or neighboring the proposed development area. The area was historically native or rural residential with minimal to no water use. Under current circumstances the project area is experiencing a modest but continuing groundwater overdraft. Should the proposed development result in a significant increase in dependence on groundwater, this deficit will increase. FID recommends 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 problem.
11. 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.
12. As with developer projects, there will be considerable time and effort required of FID's staff to plan, coordinate, engineer, review plans, prepare agreements, and inspect the project. FID's cost for associated plan review will vary and will be determined at the time of the plan review.

Ricky Caperton  
Re: GPA2021-007, R2021-010, OA2021-004  
January 19, 2022  
Page 5 of 5

13. The above comments are not to be construed as the only request FID will have regarding this project. FID will make additional comments and requests as necessary as the project progresses.

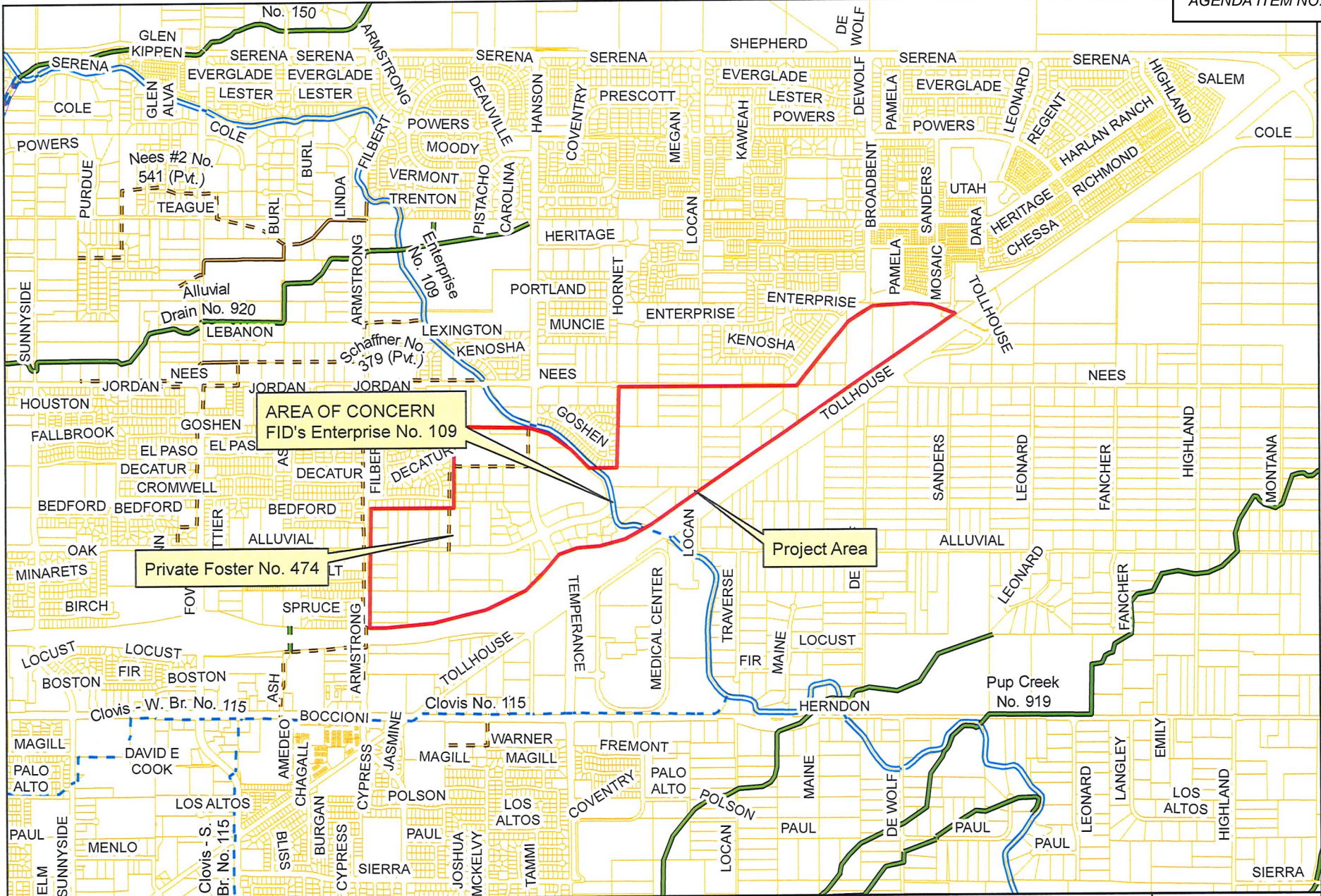
Thank you for submitting this for our review. We appreciate the opportunity to review and comment on the subject documents for the proposed project. If you have any questions, please feel free to contact Chris Lundeen at (559) 233-7161 extension 7410 or [clundeen@fresnoirrigation.com](mailto:clundeen@fresnoirrigation.com).

Sincerely,



Laurence Kimura, P.E.  
Chief Engineer

Attachment



AREA OF CONCERN  
FID's Enterprise No. 109

Private Foster No. 474

Project Area

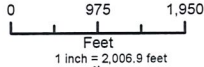
Pup Creek No. 919



FRESNO IRRIGATION DISTRICT

- |                 |                    |                   |                |                       |
|-----------------|--------------------|-------------------|----------------|-----------------------|
| FID Canal       | FID Pipeline       | Stream Group      | FID Boundary   | Parcel                |
| Private Canal   | Private Pipeline   | Other-Creek/River | Railroad       | FMFCD Acquired Basins |
| Abandoned Canal | Abandoned Pipeline | Other-Pipeline    | Streets & Hwys | FMFCD Proposed Basins |

This map was produced by the Fresno Irrigation District and is provided for reference and informational purposes only and is not intended to show map scale accuracy or all inclusive map features, nor for legal purposes. FID makes no statements regarding the accuracy of this map as the features shown are in their approximate location. Please contact the FID Engineering Dept. at (559) 233-7161 for further information on FID facilities.



Path: G:\Fidgis\20220103 FID Master.mxd  
Spatial Reference  
Name: NAD 1983 StatePlane California IV FIPS 0404



**City of Clovis**  
 Department of Planning and Development Services  
 CITY HALL - 1033 Fifth Street - Clovis, CA 93612

Distribution Date: **12/29/2021**

**PLANNING APPLICATION REQUEST FOR COMMENTS**  
**Project Manager - Ricky Caperton, AICP, Deputy City Planner**

**PLEASE ROUTE TO:**

- |  |   |
|--|---|
| (In House)   | (Out-of-House)  |
| <input checked="" type="checkbox"/> Planning Division        | <input checked="" type="checkbox"/> Fresno Irrigation District                      |
| <input checked="" type="checkbox"/> Building Division        | <input checked="" type="checkbox"/> Fresno Metropolitan Flood Control Dist.         |
| <input checked="" type="checkbox"/> Engineering Divisor      | <input checked="" type="checkbox"/> Pacific Gas & Electric                          |
| <input checked="" type="checkbox"/> Utilities Division       | <input checked="" type="checkbox"/> AT&T  |
| <input checked="" type="checkbox"/> Solid Waste Divisor      | <input checked="" type="checkbox"/> Clovis Unified School District                  |
| <input checked="" type="checkbox"/> Fire Department          | <input checked="" type="checkbox"/> Cal Trans                                       |
| <input checked="" type="checkbox"/> Police Department        | <input checked="" type="checkbox"/> SJV Unified Air Pollution Control Dist.         |
| <input checked="" type="checkbox"/> City Landscape Com       | <input checked="" type="checkbox"/> State of California Department of Fish and Game |
| <input checked="" type="checkbox"/> Legal Description Review | <input type="checkbox"/> LAFCO (when annexation is involved)                        |
| <input type="checkbox"/> Other (Specify)                     | <input checked="" type="checkbox"/> County of Fresno Development                    |
| <input type="checkbox"/>                                     | <input checked="" type="checkbox"/> Fresno County Environmental Health              |

Item(s): GPA2021-007 Location: Clovis R-T Park (see attached map)

APN: Multiple Zoning: Multiple General Plan: MU-BC RHNA Site: \_\_\_\_\_

Name of Applicant: City of Clovis Phone/Email: (559)324-2347/ rcaperton@cityofclovis.com

Applicant Address: 1033 Fifth Street City: Clovis State: CA Zip: 93612

Previously Reviewed Under DRC: \_\_\_\_\_ Or Other Entitlement: \_\_\_\_\_

Project Description: See attached project description.

This item is tentatively scheduled for a public hearing to be consi City Council.

The attached information is circulated for your comments. Please attach your comments and recommendations i condition form and return to the project manag 1/21/2022

Please check one below:

- No Comments  Comments e-mailed or saved on: \_\_\_\_\_

RECOMMENDED CONDITIONS: Please draft conditions in final form that are acceptable to your department They must be legible. Please phrase positively and clearly:

GOOD EXAMPLE: "1. Prior to occupancy, the developer shall install all landscaping as per the approved

POOR EXAMPLE: "1. Install landscaping."

REVIEWED BY (please sign): \_\_\_\_\_

**PLEASE RETURN TO:**  
**Ricky Caperton, AICP, Deputy City Planner**  
**Planning and Development Services Dept.**  
**1033 Fifth St., Clovis, CA 93612**  
**Phone: 324-2347 Fax: 324-2866**



**City of Clovis**  
 Department of Planning and Development Services  
 CITY HALL - 1033 Fifth Street - Clovis, CA 93612

Distribution Date: **12/29/2021**

**PLANNING APPLICATION REQUEST FOR COMMENTS**  
**Project Manager - Ricky Caperton, AICP, Deputy City Planner**

**PLEASE ROUTE TO:**

- |  |   |
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| (In House)   | (Out-of-House)  |
| <input checked="" type="checkbox"/> Planning Division        | <input checked="" type="checkbox"/> Fresno Irrigation District                      |
| <input checked="" type="checkbox"/> Building Division        | <input checked="" type="checkbox"/> Fresno Metropolitan Flood Control Dist.         |
| <input checked="" type="checkbox"/> Engineering Divisor      | <input checked="" type="checkbox"/> Pacific Gas & Electric                          |
| <input checked="" type="checkbox"/> Utilities Division       | <input checked="" type="checkbox"/> AT&T  |
| <input checked="" type="checkbox"/> Solid Waste Divisor      | <input checked="" type="checkbox"/> Clovis Unified School District                  |
| <input checked="" type="checkbox"/> Fire Department          | <input checked="" type="checkbox"/> Cal Trans                                       |
| <input checked="" type="checkbox"/> Police Department        | <input checked="" type="checkbox"/> SJV Unified Air Pollution Control Dist.         |
| <input checked="" type="checkbox"/> City Landscape Com       | <input checked="" type="checkbox"/> State of California Department of Fish and Game |
| <input checked="" type="checkbox"/> Legal Description Review | <input type="checkbox"/> LAFCO (when annexation is involved)                        |
| <input type="checkbox"/> Other (Specify)                     | <input checked="" type="checkbox"/> County of Fresno Development                    |
|  | <input checked="" type="checkbox"/> Fresno County Environmental Health              |

Item(s): **R2021-010** Location: **Clovis R-T Park (see attached map)**

APN: **Multiple** Zoning: **Multiple** General Plan: **MU-BC** RHNA Site: \_\_\_\_\_

Name of Applicant: **City of Clovis** Phone/Email: [\(559\)324-2347/rcaperton@cityofclovis.com](mailto:rcaperton@cityofclovis.com)

Applicant Address: **1033 Fifth Street** City: **Clovis** State: **CA** Zip: **93612**

Previously Reviewed Under DRC: \_\_\_\_\_ Or Other Entitlement: \_\_\_\_\_

Project Description: **See attached project description.**

This item is tentatively scheduled for a public hearing to be consi **City Council**.  
 The attached information is circulated for your comments. Please attach your comments and recommendations i  
 condition form and return to the project manag **1/21/2022**

Please check one below:

- No Comments  Comments e-mailed or saved on: \_\_\_\_\_

RECOMMENDED CONDITIONS: Please draft conditions in final form that are acceptable to your department  
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POOR EXAMPLE: "1. Install landscaping."

REVIEWED BY (please sign): \_\_\_\_\_

**PLEASE RETURN TO:**  
**Ricky Caperton, AICP, Deputy City Planner**  
**Planning and Development Services Dept.**  
**1033 Fifth St., Clovis, CA 93612**  
**Phone: 324-2347 Fax: 324-2866**



**City of Clovis**  
 Department of Planning and Development Services  
 CITY HALL - 1033 Fifth Street - Clovis, CA 93612

Distribution Date: **12/29/2021**

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**PLANNING APPLICATION REQUEST FOR COMMENTS**  
**Project Manager - Ricky Caperton, AICP, Deputy City Planner**

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**PLEASE ROUTE TO:**

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| (In House)   | (Out-of-House)  |
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| <input checked="" type="checkbox"/> Building Division        | <input checked="" type="checkbox"/> Fresno Metropolitan Flood Control Dist.         |
| <input checked="" type="checkbox"/> Engineering Divisor      | <input checked="" type="checkbox"/> Pacific Gas & Electric                          |
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| <input checked="" type="checkbox"/> Solid Waste Divisor      | <input checked="" type="checkbox"/> Clovis Unified School District                  |
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| <input checked="" type="checkbox"/> City Landscape Com       | <input checked="" type="checkbox"/> State of California Department of Fish and Game |
| <input checked="" type="checkbox"/> Legal Description Review | <input type="checkbox"/> LAFCO (when annexation is involved)                        |
| <input type="checkbox"/> Other (Specify)                     | <input checked="" type="checkbox"/> County of Fresno Development                    |
| <input type="checkbox"/>                                     | <input checked="" type="checkbox"/> Fresno County Environmental Health              |

Item(s): OA2021-004 Location: Clovis R-T Park (see attached map)

APN: Multiple Zoning: Multiple General Plan: MU-BC RHNA Site: \_\_\_\_\_

Name of Applicant: City of Clovis Phone/Email: (559)324-2347/ rcaperton@cityofclovis.com

Applicant Address: 1033 Fifth Street City: Clovis State: CA Zip: 93612

Previously Reviewed Under DRC: \_\_\_\_\_ Or Other Entitlement: \_\_\_\_\_

Project Description: See attached project description.

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This item is tentatively scheduled for a public hearing to be consi City Council.  
 The attached information is circulated for your comments. Please attach your comments and recommendations i  
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REVIEWED BY (please sign): \_\_\_\_\_

**PLEASE RETURN TO:**  
**Ricky Caperton, AICP, Deputy City Planner**  
**Planning and Development Services Dept.**  
**1033 Fifth St., Clovis, CA 93612**  
**Phone: 324-2347 Fax: 324-2866**



## Project Description

On January 4, 2021, the Clovis City Council approved a resolution for City staff to initiate amendments to the 2014 Clovis General Plan, Zoning Map, and the Development Code to remove existing inconsistencies between these documents as they relate to the City's R-T Park area (see "*Research and Technology Park Boundary*" map on next page). The proposed R-T Park Clean-Up includes proposed amendments to the City of Clovis General Plan, Development Code, and R-T Park Architectural Design Guidelines for ±333 acres of land designated as the Clovis R-T Park.

The purpose of these amendments is to correct inconsistencies between the aforementioned documents and to allow for student and faculty housing per direction from the Clovis City Council at the February 8, 2021 City Council hearing. Each of these corrective actions is summarized below.

It is important to note that the proposed actions are not for the purposes of an actual development project. Rather, it is correcting inconsistencies between the zoning and land use designations. Future projects will undergo separate review, as needed and required by the City's Development Code.

### **General Plan Amendment**

The City's existing General Plan was adopted in 2014. Based on the existing General Plan, the R-T Park boundary was shown incorrectly. Therefore, a General Plan Amendment is needed to correct this technical inaccuracy. Further, at the direction of the Clovis City Council to incorporate amendments allowing for student and faculty housing within the R-T Park, text amendments are needed to the General Plan to reflect this direction.

### **Rezone Amendment**

The current land use designation for the plan area is Mixed Use – Business Campus (MU-BC) which allows a mixture of research and technology uses, and **will remain unchanged**. The corresponding zone district should be R-T; however, there are parcels within the R-T Park area that currently maintain residential zoning. Therefore, in order to bring the zoning into consistency with the MU-BC land use designation, a rezone is needed. Under this action, the City will either rezone properties directly to R-T or apply an R-T Overlay zone allowing for existing residential properties to remain residential, while also allowing for R-T Park development should those properties choose to develop per the R-T standards.

### **Development Code Update**

The clean-up action being proposed would further define the MU-BC land use designation to allow for ancillary residential uses, rezone approximately 79 parcels to the R-T zone district, permit ancillary residential uses in the R-T zone district, and add design guidelines for ancillary residential uses. The objective of these actions is to create and maintain consistency among the applicable plans and policies while maintaining the intent of the City Council's vision for the R-T Park.





# CITY *of* CLOVIS

## PLANNING & DEVELOPMENT

1033 FIFTH STREET • CLOVIS, CA 93612

### **CEQA Guidelines 15183 – Finding of Consistency General Plan Amendment 2021-007, Ordinance Amendment 2021-004, and Rezone 2021-010**

Pursuant to Article 12 of the State California Environmental Quality Act (CEQA) Guidelines, the City of Clovis has determined that the project described below will not require additional environmental review.

**Lead Agency:** City of Clovis – Planning and Development Services

**Lead Agency** McKencie Perez, MPA, Senior Planner  
**Contact:** (559) 324-2310  
[mckenciep@cityofclovis.com](mailto:mckenciep@cityofclovis.com)

**Applicant:** City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

**Project** 120 separate parcels located adjacent to the north side of Highway  
**Location:** 168 from Armstrong Avenue to Owens Mountain Parkway. See attached **Exhibit A**, Aerial Photo, for all land included in project area.

**Exemption:** CEQA Guidelines section 15183 – Special Situations, Projects consistent with a Community Plan, General Plan, or Zoning

### **Project Description**

The proposed Research and Technology (R-T) Park Cleanup Project (“Project”) includes amendments to the City of Clovis General Plan, Zoning, Development Code, and the Clovis R-T Park Architectural Guidelines for approximately 333 acres of land designated as the Clovis R-T Park.

The purpose of these amendments is to correct inconsistencies between the aforementioned documents and to allow for student and faculty housing per direction from the Clovis City Council. Each of these corrective actions is summarized below.

### **General Plan Amendment**

The City’s existing General Plan was adopted in 2014. Based on the existing General Plan, the R-T Park boundary was shown incorrectly. Therefore, a general plan

amendment is needed to correct this technical inaccuracy. The amendment would also allow campus related housing within the R-T Park per the direction of the Clovis City Council.

#### Development Code Amendment

The proposed Project would further define the MU-BC land use designation to allow for campus related housing uses in the R-T zone district, add development guidelines for the campus related housing, and create a R-T overlay zone district. The objective of these actions is to create and maintain consistency among the applicable plans and policies, while maintaining the intent of the City Council's vision for the R-T Park.

#### Rezone

The current land use designation for the plan area is MU-BC (Mixed Use/Business Campus) which allows a range of industrial, commercial, and institutional uses, with a focus on research and technology uses, along with residential densities up to 25 dwelling units per acre. The MU-BC designation will remain unchanged in conjunction with the Project. The corresponding zone district should be the R-T zone district; however, there are parcels within the R-T Park area that currently maintain residential zoning. Therefore, in order to bring the zoning into consistency with the MU-BC land use designation, a rezone is needed. Under this action, the City will either rezone properties directly to the R-T zone district or apply an R-T overlay zone district allowing for existing residential properties to remain residential, while also allowing for R-T Park development should those properties choose to develop per the R-T development standards.

#### Environmental Determination

Pursuant to Article 12 of the CEQA Guidelines, the Project is exempt from additional environmental review in accordance with section 15183. For projects that are "consistent with the development density established by existing zoning, community plan or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site." Further, CEQA Guidelines state that "if an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, then an additional EIR need not be prepared for the project solely on the basis of that impact." If no additional mitigation measures are required to reduce project specific impacts to a less than significant level, other than those required in the prior EIR, then the section 15183 exemption applies.

#### Evidence for Exemption

The establishment of the full plan area underwent environmental review on two separate occasions to consider the full approximately 333 acres designated to the R-T Park. The first ±188 acres of land designated for the R-T Park was approved and the Final EIR certified by the Clovis City Council in June 1999. The R-T Park Expansion, which added approximately 153 acres (known as Phase III), was approved in conjunction with the certification of a separate EIR in August 2009. Additionally, an EIR was certified for the

General Plan in 2014, which considered the environmental impacts of densities up to 25 dwelling units per acre within the underlying MU-BC land use designation.

The proposed amendments associated with this Project do not effectuate any physical change to the environment, but rather allow the R-T Park to develop the way the General Plan intended. The proposed General Plan and Development Code text changes also clarify the City's policy interpretation as to the allowance for campus-related housing in conjunction with a university. The following points provide additional support for the project's reliance on the section 15183 exemption:

- The entire Project area that is potentially affected by the proposed Project (approximately 333 acres) is designated as MU-BC within the 2014 Clovis General Plan. The proposal does not include a change from the existing MU-BC land use designation to any other land use designation.
- Though the City took actions in 2001 and 2009 to establish the comprehensive boundary of the "Clovis R-T Park", the 2014 General Plan showed only a portion of the total area within the "focus area" identified for the R-T Park. The proposed Project actions would modify the boundary of the General Plan focus area to include the entire R-T Park as previously adopted by the Council, clarifying the Council's intent to apply R-T development standards and criteria to this area. These standards and criteria do not exceed the intensity of the underlying MU-BC land use designation and were previously evaluated by the City.
- The MU-BC land use designation establishes criteria for the maximum intensity of development including a non-residential floor area ratio of 4.0 and a residential density of up to 25 units per acre. No changes to these criteria are proposed.
- The R-T zone district is compatible with the MU-BC land use designation and by the City's previous designation of the affected area as the "Clovis R-T Park", R-T is the intended zoning for the Project area. The rezoning of properties to the R-T zone district or R-T overlay zone district will implement the General Plan, as well as the City's previous actions to establish the Clovis R-T Park in 1999 and 2009, as described above.
- The existing MU-BC land use designation and the R-T zone district allow the development of schools, special education, and training facilities (including colleges and universities), through the approval of an administrative use permit (AUP).
- As demonstrated through the City's approval of AUP2016-009, which included a student housing component, and the City's more recent approval of the California Health Sciences University memorandum of understanding from January of 2021, the City has determined that university-affiliated housing may be included as an ancillary use within an overall university campus.

- The proposed Project will confirm the City's previous determinations regarding the allowance for university-affiliated housing and will clarify the process used to consider and approve such projects.

While future development within the R-T Park could result in potential environmental effects, approving the proposed amendments themselves will not, because the proposed amendments do not, in and of themselves, apply to any physical development or use. To the extent that individual projects are proposed in the future, including but not limited to an administrative use permit (AUP) for an expanded CHSU campus, those projects will be assessed and required to comply with the provisions of CEQA. Increases in intensity and density will be reviewed at the time of project submission and mitigated accordingly. The Project amendments merely create a framework that achieves consistency between the City's planning documents as they relate to the R-T Park and clarify the City's policy previous interpretations. As such, the proposed amendments will permit future applications to apply for development within the plan area but will not intensify existing uses at the time the proposed amendments are approved.

Projects within the plan area will require discretionary or ministerial review and will require the appropriate land use applications. Discretionary projects will be evaluated pursuant to the requirements of CEQA, and the appropriate level of environmental review will be completed when the scope and impacts of each individual application are known.

Based on these factors, the City may determine that the proposed Project amendments are consistent with the City's General Plan and that potential impacts associated with the project were evaluated in the EIR's prepared in conjunction with the 2001 and 2009 actions to establish the R-T Park and the 2014 General Plan EIR. No impacts peculiar to the Project, or impacts not previously evaluated, have been identified. Therefore, the proposed amendments for the R-T Park Cleanup are exempt from CEQA pursuant to a Finding of Consistency with the City's General Plan set forth in section 15183 of the CEQA Guidelines.

**Date:** June 27, 2024

**Prepared By:** McKencie Perez, MPA

**Submitted By:** McKencie Perez, MPA, Senior Planner  
City of Clovis Planning & Development Services  
(559) 324-2310

