



# 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)

October 7, 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 declaring October 2024 as Domestic Violence Awareness Month.

**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 for the September 16, 2024, Council Meeting.
3. Administration - Approval – Request from Our Lady of Perpetual Help Catholic Church for closure of a portion of Eighth Street to hold a small special event on October 13, 2024.

4. General Services – Approval – Waive Formal Bidding or Proposal Requirements and Authorize 60-month Leases of Copiers through Cooperative Purchase Contract between OMNIA Partners, Kyocera and Image 2000 for an Estimated Annual Cost of \$20,253.84.
5. General Services – Approval – Res. 24-\_\_\_\_, Amending the City’s FY 2024-2025 Position Allocation Plan by adding one (1) Construction Manager position within the Public Utilities Department.
6. Planning and Development Services – Approval – Final Acceptance for CIP 23-11 Alley Improvements.
7. Planning and Development Services – Approval – Final Acceptance for Final Map Tract 6168, located at the northwest corner of Gettysburg and Leonard Avenues (Wilson Premier Homes, Inc.).
8. Planning and Development Services - Approval – Res. 24-\_\_\_\_, Final Map Tract 6203 located on Thompson Avenue between Ashlan and Dakota Avenue (KB Home South Bay, Inc., a California corporation).
9. Planning and Development Services - Approval – Res. 24-\_\_\_\_, Annexation of Proposed Tract 6203 located on Thompson Avenue between Ashlan and Dakota Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (KB Home South Bay, Inc., a California corporation).

**COUNCIL ITEMS**

10. Consider Approval – Appointments of City of Clovis Youth Commission.

**Staff:** Chad McCollum, Director of Economic Development, Housing and Communications

**Recommendation:** Approve

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

11. Consider Approval - Res. 24-\_\_\_\_, A Resolution of the City Council of the City of Clovis Declaring its Intent to Initiate a Transition from At-Large to District-Based Elections Commencing with the 2026 City Council Election.

**Staff:** Andrew Haussler, Assistant City Manager

**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.

12. Government Code Section 54956.9(d)(2)  
**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
 Significant exposure to litigation  
 One potential case

## **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:

Oct. 14, 2024 (Mon.)

Oct. 21, 2024 (Mon.)

Nov. 4, 2024 (Mon.)

Nov. 12, 2024 (Tue.)

Nov. 18, 2024 (Mon.)

CITY of CLOVIS

# Proclamation

## Proclaiming October 2024 as Domestic Violence Awareness Month

*WHEREAS, domestic violence impacts countless individuals, without regard to age, race, religion, or economic status; as victims suffer at the hands of a spouse or partner, it affects their children, families, and communities; and*

*WHEREAS, domestic violence is widespread and affects over 12 million men and women in the United States each year, and at its most tragic level, kills an average of three women every day; and*

*WHEREAS, more than 600 domestic violence reports were filed by City of Clovis law enforcement last year, and as Fresno County's only dedicated provider of domestic violence safe housing and comprehensive support services, Marjaree Mason Center served over 8,399 adults and children impacted by domestic violence last year, including over 74,000 nights of safe shelter, and also provides services to those who cause harm; and*

*WHEREAS, Marjaree Mason Center actively partners with the City of Clovis, the Clovis Police Department and other community partners over the last 11 years to ensure survivors have access to safe housing, support with restraining orders, and other services; and*

*WHEREAS, each October, the formal recognition of Domestic Violence Awareness Month allows the community to acknowledge and show support for survivors and advocates to end of the cycle of abuse through education; and*

*WHEREAS, Purple Thursday, October 17, is a national day dedicated to remembering the victims of domestic violence, to supporting survivors, and to raising awareness on local resources available to put an end domestic violence; and*

*WHEREAS, a partnership of organizations has emerged to directly confront this crisis and are achieving success. The Marjaree Mason Center, along with law enforcement, health care providers, clergy and concerned citizens are helping in the effort to end domestic violence.*

*NOW, THEREFORE, BE IT RESOLVED, that the Clovis City Council, on behalf of the citizens of Clovis, does proclaim the month of October 2024 as*

## Domestic Violence Awareness Month

*IN WITNESS THEREOF, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed this 7th day of October 2024.*



*Lynne Ashbeck*  
Mayor

**CLOVIS CITY COUNCIL MEETING**

**September 16, 2024**

**6:00 P.M.**

**Council Chamber**

Meeting called to order by Mayor Ashbeck **at 6:00**  
Flag Salute led by Councilmember Mouanoutoua

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

PRESENTATION – 6:01

6:01- ITEM 1 - PRESENTATION OF PROCLAMATION RECOGNIZING SEPTEMBER 17<sup>TH</sup> THROUGH 23<sup>RD</sup> AS CONSTITUTION WEEK.

6:11- ITEM 2 - PRESENTATION OF PROCLAMATION RECOGNIZING THE 50<sup>TH</sup> ANNIVERSARY OF THE CLOVIS KIWANIS CLUB.

PUBLIC COMMENTS – 6:18

Eric with Constitutionlists for California, spoke regarding the importance of understanding and honoring the First Amendment and the U.S. Constitution to promote civic engagement and protect liberty.

Joydee Vicencio-Padu with Hālau Hula invited the Council to Aloha in the Park, Saturday, October 5, 2024, at Dry Creek Park.

Jenny Kren, resident, addressed concerns about the current condition and appearance of Sierra Bicentennial Dog Park.

Cora Shipley, BOOT President, discussed the need for repairs and updates to her alley on Third Street and spoke in support of Measure Y.

Jamie Brew, resident, discussed the need for repairs and updates to her alley on Third Street.

CONSENT CALENDAR – 6:30

Upon call, there was no public comment.

Motion by Councilmember Bessinger, seconded by Councilmember Basgall, that the items with the exception of item 17, on the Consent Calendar be approved, including the waiver of the reading of the ordinance. Motion carried by unanimous vote.

3. Administration - Approved - Minutes for the September 3, 2024, Council Meeting.
4. Administration - Approved – Request from Business Organization of Old Town (BOOT) for closure of additional streets for previously approved Old Town Event on October 27, 2024.

5. Administration – Approved – **Res. 24-100**, Amending the Conflict of Interest Code list of Designated Employees.
6. Administration - Approved – Closure of City Administrative Offices for In-Service Day on Columbus Day October 14, 2024.
7. Administration - Adopted - **Ord. 24-13**, Rezone 2024-003, An ordinance rezoning the subject property from the R-1 (Single-Family Residential Low Density) Zone District to the R-2 (Multifamily Medium High Density) Zone District, associated with approximately 1.73 acres of land located along the east side of Osmun Avenue and the west side of Baron Avenue, north of Second Street. (Vote 5-0)
8. Administration – Approved - FY 2024-25 Agreement between the City of Clovis and the Economic Development Corporation Serving Fresno County.
9. Finance – Received and Filed – Investment Report for the Month of May 2024.
10. Finance – Received and Filed – Treasurer’s Report for the Month of May 2024.
11. General Services – Approved – **Res. 24-101**, Approving a Side Letter Agreement with Clovis Public Works Employee’s Association to Add a 401(a) Plan.
12. General Services - Approved – **Res. 24-102**, Authorizing Amendments to the City’s Classification and Compensation Plans to Adopt the Real-Time Analyst Classification with a Salary Range of \$5,780 to \$7,026 per month, and Approved – **Res. 24-103**, Amending the City’s FY 24-25 Position Allocation Plan to Delete One (1) Public Safety Dispatcher Position and add One (1) Real-Time Analyst Position.
13. General Services – Approved – **Res. 24-104**, Authorizing the Execution of the Certifications and Assurances for the FY 2024-25 California State Transit Assistance State of Good Repair Program Funding.
14. Planning and Development Services – Approved – Bid Award for CIP 20-12, Peach and Shepherd Traffic Signal to St. Francis Electric, LLC. in the amount of \$734,700.00; and authorize the City Manager to execute the contract on behalf of the City.
15. Planning and Development Services – Approval – Bid Award for CIP 23-14 Sierra Vista Sidewalk Improvements to Dave Christian Construction, Inc., in the amount of \$606,000.00; and Authorize the City Manager to Execute the Contract on behalf of the City.
16. Planning and Development Services – Approved – Final Acceptance for Final Map Tract 6329, located at the northwest corner of Shepherd and Clovis Avenues (6050 Enterprises, LP (Wilson Homes)).

**ITEMS PULLED FROM CONSENT CALENDAR**

- 6:31 17. Public Utilities – Approved – Authorize the City Manager to Execute a Three-Year Term Extension Agreement with Industrial Waste and Salvage for Large Container Services.

Due to a campaign contribution received, Mayor Ashbeck recused herself from the above item.

Upon call, there was no public comment.

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

**PUBLIC HEARINGS – 6:33**

6:33 ITEM 18 - APPROVED – **RES. 24-105**, ADOPTION OF THE CITY OF CLOVIS 2023-2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

Upon call, there was no public comment.

Motion for approval by Councilmember Bessinger, seconded by Councilmember Mouanoutoua. Motion carried by unanimous vote.

**ADMINISTRATIVE ITEMS – 6:56**

6:56 ITEM 19 - APPROVED - **RES. 24-106**, A REQUEST AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT AGREEMENT BETWEEN THE CITY OF CLOVIS AND DE NOVO PLANNING GROUP (DE NOVO), IN THE AMOUNT OF \$2,776,513 FOR SERVICES RELATED TO THE PREPARATION OF THE GENERAL PLAN UPDATE.

Upon call, there was no public comment.

Motion for approval by Councilmember Mouanoutoua, seconded by Councilmember Bessinger. Motion carried by unanimous vote.

**CITY MANAGER COMMENTS – 7:19**

None.

**COUNCIL COMMENTS – 7:19**

It was consensus of the Council to schedule a workshop with County Board of Supervisors and staff to address rural-urban traffic concerns and develop policy around road safety.

It was consensus of the Council to consider holding workshops to discuss policy issues, such as local government funding and density bonuses in development projects.

**CLOSED SESSION – 7:27**

7:27 ITEM 20 - GOVERNMENT CODE SECTION 54956.9(D)(2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE TO LITIGATION ONE POTENTIAL CASE

**RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION – 8:20**

No action taken.

**ADJOURNMENT**



Mayor Ashbeck adjourned the meeting of the Council to October 7, 2024

Meeting adjourned: 8:20 p.m.

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Mayor

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City Clerk



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: October 7, 2024

SUBJECT: Administration - Approval – Request from Our Lady of Perpetual Help Catholic Church for closure of a portion of Eighth Street to hold a small special event on October 13, 2024.

ATTACHMENTS: 1. Request from Our Lady of Perpetual Help

### **RECOMMENDATION**

That the City Council approve the request from Our Lady of Perpetual Help (OLPH) for closure of a portion of Eighth Street to hold a small special event on October 13, 2024.

### **EXECUTIVE SUMMARY**

Staff requests street closure on October 13, 2024, for a small special event organized by OLPH.

### **BACKGROUND**

On July 9, 2024, representatives from OLPH began working with City of Clovis staff to obtain a Temporary Use Permit and Temporary ABC (California Alcoholic Beverage Control) license, as well as temporary street closure for Our Lady of Perpetual Help Parish Festival. The requested closure area is limited to Eighth Street between Harvard and Dewitt Avenues.

The boundaries and time of street closure has been reviewed by staff members from each department and there are no concerns.

Staff worked with OLPH to contact residents and property owners soliciting comments/concerns regarding this request. No comments or concerns have been received.

### **FISCAL IMPACT**

The City of Clovis is positively impacted by community events. Local businesses benefit from large numbers of people visiting their neighborhood and the City of Clovis benefits from the increased tax revenue.

The promoters of this event will bear the cost of additional City services and any other additional services.

**REASON FOR RECOMMENDATION**

In previous years, more than 300,000 people have attended the various events held in Clovis annually, many of whom have returned to Clovis to patronize local businesses. This event will benefit the City's economic development efforts.

**ACTIONS FOLLOWING APPROVAL**

1. Staff will notify OLPH of Council's decision; and
2. Staff will work with OLPH to ensure that they provide security and cleanup of the event.

**CONFLICT OF INTEREST**

None.

Prepared by: Shawn Miller, Business Development Manager

Reviewed by: City Manager *AM*



### City of Clovis SPECIAL EVENT Worksheet

1. Name of Event: Our Lady of Perpetual Help Parish Festival
2. Date/Time of Event: Sunday, October 13th, 2024 - 8am - 5pm
3. Will your event require street closure(s) Yes:  No: 
  - a. If yes, what time will the streets close and reopen? 7am - 6pm
4. Name of Promoter: Not applicable.
5. Contact Person: George Aguayo
6. Address: 929 Harvard Ave. Clovis, CA 93612

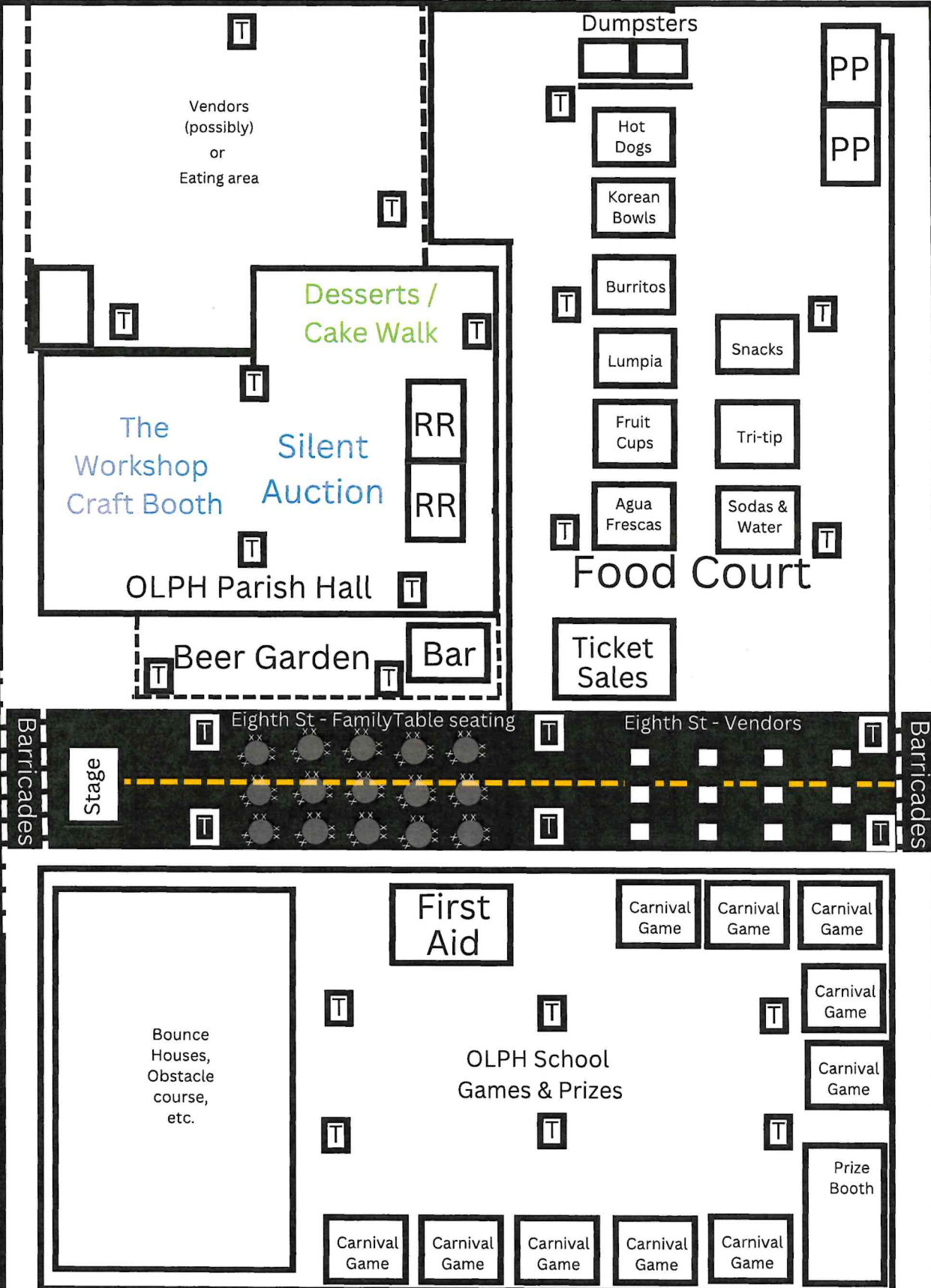
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7. Phone: (559) 825-8160 8. Fax: \_\_\_\_\_
9. Email: george@olphclovis.org 10. Cell: (559) 909-1551
11. Location of Event: 333 Eighth St. Clovis, CA 93612
12. Estimated crowd size: 400
13. Will you be serving alcohol? Yes:  No: 
  - If Yes:
    - a: Have you secured the necessary ABC Permit? Yes:  No:
    - b: Are you serving alcohol in a separate/secured area? Yes:  No:
    - c: Who or what organization will be serving? Knights of Columbus Council#10248
14. Will you, or your vendors be serving food / other refreshments? Yes:  No: 
  - If Yes:
    - a: What are the dimensions of the food tents? 10ft x 10ft
15. Besides food and beverage, will there be other vendor's tents? Yes:  No: 
  - If Yes:
    - a: What are the dimensions of the tents? 10ft x 10ft
16. How will waste / trash services be provided? Private:  Public (City Services):
17. This event is:  New  Annual  Semi Annual  Other (Please Attach Description)

-See Attachment Check List on Reverse-

# 2024 OLPH Parish Festival

AGENDA ITEM NO. 3.



Harvard Ave

Dewitt Ave

**Legend:**  
 T = Trash Receptacle  
 RR = Rest room  
 PP = Porta Potty

OLPH Church  
 929 Harvard Ave



Parish Festival Detailed Schedule 2024

Time	Description
<b>7:00 AM</b>	<b>Street closed to the public with barricades.</b>
7:30 AM	Load in equipment (canopies, portables, etc.)
8:00 AM	Set-Up (vendors, food court, carnival games.)
9:00 AM	Festival begins.
10:00 AM	Parishoners can enjoy the food being sold, play the carnival games, and participate in the silent auction.
11:00 AM	9:30 Mass parishioners invited to Parish Festival.
<b>11:00 AM</b>	<b>Staff &amp; volunteers to Clean the Restrooms and Porta Potties.</b>
12:00 PM	11:00am Mass parishioners invited to Parish Festival.
<b>1:00 PM</b>	<b>Staff &amp; volunteers to Clean the Restrooms and Porta Potties.</b>
2:00 PM	12:30pm Mass parishioners invited to Parish Festival.
<b>3:00 PM</b>	<b>Staff &amp; volunteers to Clean the Restrooms and Porta Potties.</b>
3:30 PM	Raffle Drawing.
4:00 PM	Festival ends   Breakdown (vendors, food court, carnival games.)
5:00 PM	Load out all equipment (canopies, portables, etc.) Cleaning of streets, parish parking lots, and facilities.
<b>6:00 PM</b>	<b>Street reopens to the public.</b>
*	<b>Parish Festival staff &amp; volunteers check and empty trash receptacles every hour during the event. We order a second dumpster for the Parish Festival.</b>

**Contacts:**    Main Festival Contact:    George Aguayo    (559) 909-1551  
                   Office Manager/Facilities:    Marlana Mikelsons    (559) 299-4270  
                   Lead Janitor/Custodian:    Jose Ramirez    (559) 359-8124

3594 E Ventura Ave  
Fresno, CA 93702  
Office # (559) 226-1990  
Office # (559) 226-5500  
Fax # (559) 226 -1980  
E-mail: [falcon.fresno@yahoo.com](mailto:falcon.fresno@yahoo.com)

**CONTRACT FOR SECURITY SERVICES**

Date: 09/6/2024

**Services to be performed:**

Falcon Security Services, Inc. (first party) will provide security services for the special event located at **Our Lady of Perpetual Help Catholic Church – 929 Harvard Ave Clovis, CA 93612.** for **George Aguayo (second party).** Service will be on **Sunday, October 13, 2024.**

Falcon Security Services, Inc. will provide (3) Three unarmed state license security officers, from 10:00AM to 5:00PM, at a rate of \$26.00 (twenty-six dollars) per hour/officer as agreed.


Falcon Security Services, Inc. carries liability insurance up to \$ 1,000,000.00 and work compensation up to 1,000,000.00 and the employee will meet the required conditions of their employment as per the department of consumer affairs, Bureau of Security, and Investigation Services.

The second party acknowledges that they alone has chosen the number of security officers and type of service to be provided herein and that the first party has informed the second party that additional security officers are available at an additional cost to the second party. Falcon's responsibility is solely limited to provide physical security services.

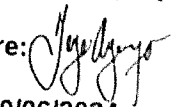
**Billing Information:**

Invoice #1030/2024 in the amount of \$567.00 (Five Hundred and Sixty-Seven dollars) will be submitted to George Aguayo and it is payable to Falcon Security Services, Inc. The payment will be due on September 30th, 2024. 10% late fee will be added after the due date and service are subject to be suspended.

**Acceptance (first party)**

Name: Lisa Carranza  
Signature:   
Date: 09/06/2024

**Acceptance (second party)**

Name: George Aguayo  
Signature:   
Date: 09/06/2024

# Certificate of Coverage

<b>Certificate Holder</b> Roman Catholic Bishop of Fresno, A Corporation Sole Ryan Pastoral Center 1550 North Fresno Street Fresno, CA 93703	<b>This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.</b>
<b>Covered Location</b> OUR LADY OF PERPETUAL HELP SCHOOL 836 DEWITT AVENUE CLOVIS, CA 93612-0000	<b>Company Affording Coverage</b> THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154

**Coverages**

**This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.**

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	<b>D. General Liability</b>  <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	9092	7/1/2024	7/1/2025	Each Occurrence	
					General Aggregate	1,000,000
					Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

**Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)**  
 Our Lady of Perpetual Help's parish fundraiser with street closures on October 13, 2024 from 8:00 a.m. to 5:00 p.m. The City of Clovis & City of Clovis Old Town Restrooms are named additional protected person(s).

<b>Holder of Certificate</b>  Additional Protected Person(s)  City of Clovis 3495 Clovis Dr. Clovis, CA 93612	<b>Cancellation</b>  Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.  Authorized Representative <i>Paul A. Petrucci</i>
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0797003629





# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: October 7, 2024

SUBJECT: General Services – Approval – Waive Formal Bidding or Proposal Requirements and Authorize 60-month Leases of Copiers through Cooperative Purchase Contract between OMNIA Partners, Kyocera and Image 2000 for an Estimated Annual Cost of \$20,253.84.

ATTACHMENTS: 1. Equipment Lease Agreement  
2. Lease Order Agreement

### RECOMMENDATION

For Council to waive formal bidding or proposal requirements and authorize staff to contract 60-month lease copiers through a competitively bid Cooperative Purchase Contract between OMNIA Partners, Kyocera and Image 2000 for an estimated annual cost of \$20,253.84.

### EXECUTIVE SUMMARY

The City is currently contracting with Image 2000 for the leasing of copiers through December 31, 2024. Staff recommends utilizing the OMNIA Partners cooperative purchase contract with Kyocera for the acquisition of copiers. Clovis Municipal Code Section 2.7.06 (a) and Section IV.C. of the City's purchasing manual authorize waiving the City's formal bidding or proposal process for procuring leases for copiers and instead using a competitively bid cooperative purchase contract.

Kyocera was recently awarded a one (1) year contract extension by OMNIA Partners from June 1, 2024, through May 31, 2025. OMNIA Partners, Public Sector is a public sector purchasing organization for state and local governments, K-12 education, colleges, and universities. All contracts awarded by OMNIA have been competitively solicited and publicly awarded by a government entity serving as the lead agency while utilizing industry best practices and processes. The solicitation and award process used by OMNIA is comparable to the City's formal proposal process for the procurement of equipment/copiers, and purchasing/leasing through this cooperative purchase contract is authorized pursuant to Section IV.C. of the City's Purchasing Manual.

## **BACKGROUND**

The City is currently leasing copiers with Image 2000 through December 31, 2024. Staff recommends utilizing the OMNIA Partners cooperative contract for the leasing of copiers with Kyocera via a third-party agreement with Image 2000.

Image 2000 is an established Southern California-based company with a branch in Fresno since 1999. They are currently providing service to the City of Clovis as well as other public agencies, including Madera Unified School District and the California Department of Corrections-Corcoran. During their tenure, Image 2000's service to the City has been very good. Image 2000 proposes to provide the City a complete service, inclusive of OMNIA Partners guaranteed lowest pricing per OMNIA Contract #R191102.

### Procurement

Region 4 Education Service Center (ESC), as the Principal Procurement Agency, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency").

Kyocera was awarded Contract #R191102, a cooperative contract offered through OMNIA Partners, formally known as National IPA and U.S. Communities. OMNIA Partners is a cooperative purchasing organization, offering cooperative contracts to the public sector which have been competitively solicited and publicly awarded by a lead agency using applicable procurement laws and regulations.

The lead agency in this case, Region 4 ESC, issued a Request for Proposals (RFP) for copiers as detailed in the RFP 19-11 Kyocera Document Solutions America, Inc., Cooperative Contract. The RFP's public notice was listed in multiple states on numerous occasions. Five proposals were submitted and evaluated by an evaluation committee. Kyocera was the awarded agency and entered into a contract with Region 4 ESC, from June 1, 2023, through May 31, 2024, with option for one 1-year extension through May 31, 2025.

The City of Clovis is a registered member with OMNIA Partners and has utilized their services in the past with a high level of satisfaction.

## **FISCAL IMPACT**

The City is expecting to lease 18 copiers for a term of 60 months each. The total annual cost for models selected by the departments is approximately \$20,253.84. The City's projected needs for copiers are within the FY24/25 budget allocation for these products. Image 2000 was able to negotiate with Kyocera to provide the best possible pricing for the city with some upgraded components that will provide a \$119.64 savings per month (\$1,435.68 annually) on the amount we are currently paying for copiers. Table A on the following page provides information on the copiers selected by each department:

TABLE A

2024 COPIER ORDER MATRIX														
No.	LOCATION	ADDRESS	Equipment	Item Code	DP	Item Code	PF	Item Code	DF	Item Code	PH	Item Code	Fax System	Item Code
1	PDS Engineering	1033 Fifth Street	CS4054ci	1102YN2US2	DP-7160	1203TC6USV	PF-7140	1203V42USV	DF-7100	1203RD2US0				
2	PDS front desk	1033 Fifth Street	CS3554ci	855ST00399	DP-7160	1203TC6USV	PF-7140	1203V42USV	DF-7100	1203RD2US0				
3	Finance	1033 Fifth Street	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7150	1203V52USV	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
4	Police Dispatch	1233 Fifth Street	CS3554ci	855ST00399	DP-7150	1203V36USV	PF-7140	1203V42USV	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
5	Police Records	1233 Fifth Street	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7150	1203V52USV	DF-7100	1203RD2US0	PH-7100	1203RF2US0		
6	Police Records	1233 Fifth Street	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7150	1203V52USV	DF-7100	1203RD2US0	PH-7100	1203RF2US0		
7	Police Property Rm	1233 Fifth Street	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7150	1203V52USV	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
8	Animal Services	908 Villa	CS3554ci	855ST00399	DP-7150	1203V36USV	Stand	855D200916	DF-7100	1203RD2US0	PH-7100	1203RF2US0	Fax System 12	1503RK2USJ
9	Fire EOC	1233 Fifth Street	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7150	1203V52USV	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
10	Fire Station 1	1033 Fifth Street	CS3554ci	855ST00399	DP-7150	1203V36USV	Stand	855D200916	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
11	Fire Station 2	2300 Minnewawa	CS3554ci	855ST00399	DP-7150	1203V36USV	Stand	855D200916	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
12	Fire Station 3	555 N Villa	CS3554ci	855ST00399	DP-7150	1203V36USV	Stand	855D200916	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
13	Transit	155 N Sunnyside	CS3554ci	855ST00399	DP-7150	1203V36USV	Stand	855D200916	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
14	Streets	155 N Sunnyside	CS3554ci	855ST00399	DP-7150	1203V36USV	Stand	855D200916	DF-7100	1203RD2US0	PH-7100	1203RF2US0		
15	Water Bldg-B	155 N Sunnyside	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7140	1203V42USV	DF-7100	1203RD2US0	PH-7100	1203RF2US0	Fax System 12	1503RK2USJ
16	Fleet Admin	155 N Sunnyside	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7140	1203V42USV	DF-7100	1203RD2US0	PH-7100	1203RF2US0	Fax System 12	1503RK2USJ
17	Parks	155 N Sunnyside	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7140	1203V42USV	DF-7100	1203RD2US0	PH-7100	1203RF2US0		
18	SWTP	5805 N Leonard	CS3554ci	855ST00399	DP-7150	1203V36USV	PF-7140	1203V42USV	DF-7100	1203RD2US0	PH-7100	1203RF2US0	Fax System 12	1503RK2USJ

**REASON FOR RECOMMENDATION**

Staff recommends authorizing the use of OMNIA cooperative purchase contract with Kyocera through a third-party agreement with Image 2000. Image 2000 has serviced the City for copier leases in the past with a great reputation amongst City staff.

Pursuant to the City’s purchasing requirements, purchases of items/services exceeding \$60,000.00 require City Council approval following a formal bidding or proposal process, unless waived by the City Council. Waiving the City’s formal bidding or proposal process for procuring a contract for the leasing of copiers and instead using a competitively bid cooperative purchase contract is authorized by Clovis Municipal Code, Section 2.7.06(a) and Section IV.C. of the City’s Purchasing Manual.

**ACTIONS FOLLOWING APPROVAL**

Staff will forward 60-month leases to the City Manager to sign.

**CONFLICT OF INTEREST**

None.

Prepared by: Stephen Frankian, Facilities Maintenance and Purchasing Manager

Reviewed by: City Manager *AA*

Equipment Lease Agreement # \_\_\_\_\_

EQUIPMENT	Equipment MFG Model & Description	Serial Number	Accessories
	<u>CS 4054ci (9)</u>	_____	_____
	<u>cs 3554CI (9)</u>	_____	_____
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories			

Billing Address: City of Clovis 1033 5th Street Clovis, CA 93612  
 Equipment Location: City of Clovis 1033 5th Street Clovis, CA 93612

SUPPLIER	TRANSACTION TERMS
<b>Image 2000</b> 26037 Huntington Lane Valencia, CA 91355	Purchase Option: Fair Market Value Lease Payment: \$ <u>1687.82</u> (plus applicable taxes)      Term: <u>60</u> (months) Billing Period: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually (Monthly if not checked) The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$ <u>0</u> (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: \$75.00 (included on first invoice)

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT AS PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**TERMS AND CONDITIONS**

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

**NON-APPROPRIATION OF FUNDS.** You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease ((a) through (d) collectively referred to as "Lease Charges"). NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay personal property taxes, and you agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the

Continued on Page 2

LESSOR ("We", "Us")	LESSEE ("You")
<b>Image 2000</b>  By: X _____ Name: _____ Title: _____ Date: _____	<u>City of Clovis</u> (Lessee Full Legal Name)  By: X _____ Name: _____ Title: _____ Date: _____ Federal Tax ID: _____

Billing Period sums includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of the amount of taxes with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay a "Tax Administrative Fee" up to 10% per unit of Equipment or a max of \$125.00 per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Lease to be correct or caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations hereunder.

8. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

9. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS: RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to us, you shall either: (a) return all, but not less than all, of the Equipment; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. If you do not provide us with such written notice and either return all of the Equipment or purchase all of the Equipment at the end of the Term, then this Lease will automatically renew on a month-to-month basis and all of the provisions of this Lease shall continue to apply, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default (or a non-appropriation of funds occurs), or you do not purchase the Equipment at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements, enforceable with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. This Lease: (i) constitutes the entire agreement of the parties with respect to the subject matter thereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including, without limitation, any request for proposal and responses thereto and other related documents (together, the "Bid Documents")) and other representations, express or implied ("Prior Understandings"), and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. This Lease is binding on you and your successors and assigns. You authorize us, our agent, or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT. We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Lease may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Lease, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.



4910 E. Pontiac Way Ste.# 102  
 Fresno, CA 93727  
 PH (559) 275-7476 / Fax (559) 277-0319

# Lease Order Agreement

Date	9/25/2024
Sales Rep	John Veres
PO#	

<b>SHIP TO</b>		<b>BILL TO</b>	
City of Clovis		City of Clovis	
1033 5th Street		1033 5th Street	
Clovis CA		Clovis CA 93612	
93612		93612	
Contact	Valerie Maffei	Billing Contact	Valerie Maffei
Phone/Email	559-324-2755 valeriam@cityofclovis.com	Phone/Email	559-324-2755 valeriam@cityofclovis.com

**BILLING CYCLE: MONTHLY      PAYMENT: \$1,687.82**  
**LEASE TERM: 60**

QTY	PRODUCT #	DESCRIPTION
9	TASKalfa 3554ci	35/35 PPM A3 Color MFP
9	Taskalfa 4054Ci	40/40 PPM A3 Color MFP
***SEE ATTACHED DETAILED SHEETS INCLUDING ALL ACCESSORIES***		

<b>COMMENTS/SPECIAL INSTRUCTIONS:</b>			<b>ADDITIONAL COMMENTS:</b>		
Stairs:	Elevator:				
<b>DELIVERY INSTRUCTIONS:</b>					
<b>SPECIAL PAYMENT TERMS &amp; DUE DATES:</b>					
<b>WARRANTY/MAINTENANCE AGREEMENT:</b>					
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					

The terms and conditions appearing on the face and reverse side of this agreement correctly set forth the entire agreement between the parties. The terms and conditions contained on the reverse side of this agreement include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by its signature that it has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between customer and Image 2000, with respect to hardware, supply, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of customer.

<b>CUSTOMER ACCEPTANCE</b>		<b>IMAGE 2000 REPRESENTATIVE</b>	
Authorized Signature	Date	Signature	Date
Print Name	Title	Print Name	Title
		John Veres	

This order is subject to the following terms and conditions:

1. This order shall not be binding on Image 2000 until approved at Image 2000's home office at Santa Clarita, California.
2. Delivery of goods to common carrier or licensed trucker shall continue delivery to Buyer, and all risk of loss or damage in transit shall be borne by Buyer. All shipments are F.O.B. our warehouse.
3. Image 2000 reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.
4. Image 2000 reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by Image 2000.
5. Image 2000 shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Image 2000's control, including without limitation strikes, lockouts, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, other causes beyond Image 2000's control and receipt of orders from all sources in excess of Image 2000's then scheduled production capacity.
6. This order shall not be canceled by the Buyer for delays in delivery or other cause until ten days after written notice of such intention has been actually received by Image 2000 and Buyer shall be obligated to accept any portion of the goods shipped or delivered by Image 2000 during such period. If an order is accepted for cancellation by Image 2000 with written notice from the Buyer; the Buyer will be responsible for a 15% restocking fee.
7. Image 2000 warrants that the goods covered by this order when delivered to Buyer will be of merchantable quality and free from defects in workmanship and material for a period of 90 days from the date of delivery by Image 2000 under ordinary use and conditions. Image 2000's obligation hereunder is expressly limited to the repair or replacement (at Image 2000's election) of such defective parts as are returned to Image 2000 at its Van Nuys office or such other place as designated by Image 2000, freight prepaid, within the warranty period and which are proven to be defective upon inspection by Image 2000. If no repaired or replaced by Image 2000, liability shall be limited to the stated selling price of such returned parts which are defective. Other repairs not under warranty will be at such cost as Image 2000 may from time to time generally establish. In no event shall Image 2000 be liable for resulting or consequential damages occasioned by any breach of warranty. THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED.
8. All pricing for service and/or supplies are valid for 1 year from date of initial installation, and subject to annual increases.
9. All claims for goods or delay in delivery shall be deemed waived unless made in writing delivered to Image 2000 within ten days after receipt of goods by Buyer.
10. This contract shall be governed by and constructed according to the laws of the State of California.
11. You believe that your firm is financially able to meet the commitments you make, and you expect to pay Image 2000 invoices according to our terms. You acknowledge that in the event, however, that it becomes necessary for Image 2000 to file suit to enforce payment of past due accounts that such suit would be brought at the Municipal Court of Los Angeles County with your firm being responsible for all legal fees or related costs.
12. All financial and credit information you supply or have supplied on your behalf is a part of this agreement. Misleading or false information would constitute misrepresentation.
13. You grant to and Image 2000 retains its interest in the equipment and any accessories hereto pursuant to the California Uniform Commercial Code. Title of said equipment shall not pass to your firm until all sums hereunder are fully paid. All parties agree that this document constitutes a security agreement and covers all property your firm hereafter acquires from Image 2000.
14. You guarantee that the person signing this agreement, any financial statement, future bill of lading, delivery ticket or receipt is a duly authorized representative of your firm.
15. Image 2000 receives all orders, written or verbal, with the understanding that they are placed under these conditions.
16. These terms and conditions supersede and rescind all previous terms and conditions written, verbally stated or quoted.
17. This contract constitutes the entire agreement between the parties and may not be modified or terminated except in writing signed by an officer of Image 2000.

**2024 COPIER ORDER MATRIX**

No.	LOCATION	ADDRESS	Equipment	Item Code	DP	Item Code	PF	Item Code	DF	Item Code	PH	Item Code	Fax System	Item Code
1	PDS Engineering	1033 Fifth Street	CS4054ci	1102YN2US2	DP-7160	1203TC6USV	PF-7140	1203V42USV	DF-7100	1203RD2US0				
2	PDS front desk	1033 Fifth Street	CS3554ci	855ST00399	DP-7160	1203TC6USV	PF-7140	1203V42USV	DF-7100	1203RD2US0				
3	Finance	1033 Fifth Street	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7150	1203V52USV	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
4	Police Dispatch	1233 Fifth Street	CS3554ci	855ST00399	DP-7150	1203V36USV	PF-7140	1203V42USV	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
5	Police Records	1233 Fifth Street	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7150	1203V52USV	DF-7100	1203RD2US0	PH-7100	1203RF2US0		
6	Police Records	1233 Fifth Street	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7150	1203V52USV	DF-7100	1203RD2US0	PH-7100	1203RF2US0		
7	Police Property Rm	1233 Fifth Street	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7150	1203V52USV	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
8	Animal Services	908 Villa	CS3554ci	855ST00399	DP-7150	1203V36USV	Stand	855D200916	DF-7100	1203RD2US0	PH-7100	1203RF2US0	Fax System 12	1503RK2USJ
9	Fire EOC	1233 Fifth Street	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7150	1203V52USV	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
10	Fire Station 1	1033 Fifth Street	CS3554ci	855ST00399	DP-7150	1203V36USV	Stand	855D200916	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
11	Fire Station 2	2300 Minnewawa	CS3554ci	855ST00399	DP-7150	1203V36USV	Stand	855D200916	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
12	Fire Station 3	555 N Villa	CS3554ci	855ST00399	DP-7150	1203V36USV	Stand	855D200916	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
14	Transit	155 N Sunnyside	CS3554ci	855ST00399	DP-7150	1203V36USV	Stand	855D200916	DF-7100	1203RD2US0			Fax System 12	1503RK2USJ
15	Streets	155 N Sunnyside	CS3554ci	855ST00399	DP-7150	1203V36USV	Stand	855D200916	DF-7100	1203RD2US0	PH-7100	1203RF2US0		
16	Water Bldg-B	155 N Sunnyside	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7140	1203V42USV	DF-7100	1203RD2US0	PH-7100	1203RF2US0	Fax System 12	1503RK2USJ
17	Fleet Admin	155 N Sunnyside	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7140	1203V42USV	DF-7100	1203RD2US0	PH-7100	1203RF2US0	Fax System 12	1503RK2USJ
18	Parks	155 N Sunnyside	CS4054ci	1102YN2US2	DP-7150	1203V36USV	PF-7140	1203V42USV	DF-7100	1203RD2US0	PH-7100	1203RF2US0		
19	SWTP	5805 N Leonard	CS3554ci	855ST00399	DP-7150	1203V36USV	PF-7140	1203V42USV	DF-7100	1203RD2US0	PH-7100	1203RF2US0	Fax System 12	1503RK2USJ





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: October 7, 2024

SUBJECT: General Services – Approval – Res. 24-\_\_\_, Amending the City’s FY 2024-2025 Position Allocation Plan by adding one (1) Construction Manager position within the Public Utilities Department.

ATTACHMENTS: 1. Res. 24-\_\_\_ Position Allocation Plan

### RECOMMENDATION

For City Council to approve a resolution amending the City’s FY 2024-2025 Position Allocation Plan by adding one (1) Construction Manager position in the Public Utilities Department.

### EXECUTIVE SUMMARY

The incumbent in the Senior Engineering Inspector position has taken on significant additional duties and responsibilities that exceed the current classification's scope. Therefore, it is appropriate to reclassify the incumbent as a Construction Manager. Currently, the Public Utilities Department does not have authorization for a Construction Manager position. It is recommended that the City’s Position Allocation Plan be amended to add one (1) Construction Manager position within the Public Utilities Department. Council approval is required for any changes to the Position Allocation Plan.

### BACKGROUND

With the City Manager’s approval, Personnel recently assessed the responsibilities and work performed by the Senior Engineering Inspector in the Public Utilities Department as part of a classification review. The nature and scope of the duties currently undertaken by the incumbent exceed those of the existing classification. This reflects advancements within the Department due to City growth, the incumbent’s expanded skill set, and the level of work required to effectively coordinate projects and programs.

The incumbent is now performing duties more aligned with those of a Construction Manager, including serving as the final inspector for all plans across the City and providing final approval on construction projects. Additionally, the incumbent ensures that all construction projects comply with City, Federal, and State standards and is responsible for signing off on City-wide sewer, water, and drainage projects.

**FISCAL IMPACT**

If the recommendation is approved with an effective date of October 16, 2024, the additional cost to the City for adding the Construction Manager position will be approximately \$111,000 in salary and benefits for fiscal year 2024-2025. There are sufficient funds in the current Public Utilities budget enterprise fund to cover the costs of this position for the fiscal year.

**REASON FOR RECOMMENDATION**

The addition of one (1) Construction Manager position reflects the level of responsibility held by staff in the Public Utilities Department. Both the reclassification and the additional compensation require Council approval.

**ACTIONS FOLLOWING APPROVAL**

The position allocation for the Public Utilities Department will be modified as outlined in Attachment A of Attachment 1, adding the Construction Manager position. The incumbent will be reclassified from Senior Engineering Inspector to Construction Manager.

**CONFLICT OF INTEREST**

None.

Prepared by: Lori Shively/Deputy General Services Manager

Reviewed by: City Manager *AS*

**RESOLUTION 24-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AN AMENDMENT TO THE CITY’S FY 2024-2025 POSITION ALLOCATION PLAN**

**WHEREAS**, the FY 2024-2025 Position Allocation Plan in the Public Utilities Department was approved as part of the FY 2024-2025 City Budget adoption process; and

**WHEREAS**, an assessment of the job duties of the Senior Engineering Inspector in the Public Utilities Department indicates that it is appropriate to reclassify the incumbent as a Construction Manager, and

**WHEREAS**, the addition of one (1) Construction Manager position is needed in order to provide the support necessary for the Public Utilities Department; and

**WHEREAS**, amending the City’s adopted FY 2024-2025 Position Allocation Plan requires City Council authorization.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Clovis that the City’s FY 2024-2025 Position Allocation Plan shall be amended as noted in Attachment A.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on October 7, 2024, by the following vote, to wit.

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

\_\_\_\_\_  
Mayor

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

## POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 2024-2025

<b>DEPARTMENT</b>	<b>NUMBER OF POSITIONS</b>
<i>Public Utilities Department</i>	
Add: Construction Manager	1.0



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: October 7, 2024

SUBJECT: Planning and Development Services – Approval – Final Acceptance for CIP 23-11 Alley Improvements.

ATTACHMENTS: 1. Vicinity Map

### RECOMMENDATION

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

### EXECUTIVE SUMMARY

The project consisted of improvements to three (3) alleys in the area between Jefferson Avenue and Brookside Drive. Project improvements include asphalt pavement, concrete valley gutters, drive approaches, adjusting existing utilities to finish grade, and a sewer main replacement. The sewer main replacement was an additional scope of work added to the project after determining that the existing sewer infrastructure was outdated.

### BACKGROUND

Bids were received on April 02, 2024, and the project was awarded by the City Council to the lowest bidder, Dave Christian Construction Co. Inc., on April 15, 2024. The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

### FISCAL IMPACT

1.	Award	\$636,931.00
2.	Cost increase resulting from differences between estimated quantities used for award and actual quantities installed.	\$6,371.76
3.	Contract Change Orders	\$12,603.40
4.	Liquidated Damages Assessed	\$0.00
<b>Final Contract Cost</b>		<b>\$655,906.16</b>

**REASON FOR RECOMMENDATION**

The Public Utilities Department, the City Engineer, the Engineering Inspector, and the Project Engineer agree that the work performed by the contractor is in accordance with the construction documents and has been deemed acceptable. The contractor, Dave Christian Construction Co. Inc. has requested final acceptance from the City Council.

**ACTIONS FOLLOWING APPROVAL**

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

**CONFLICT OF INTEREST**

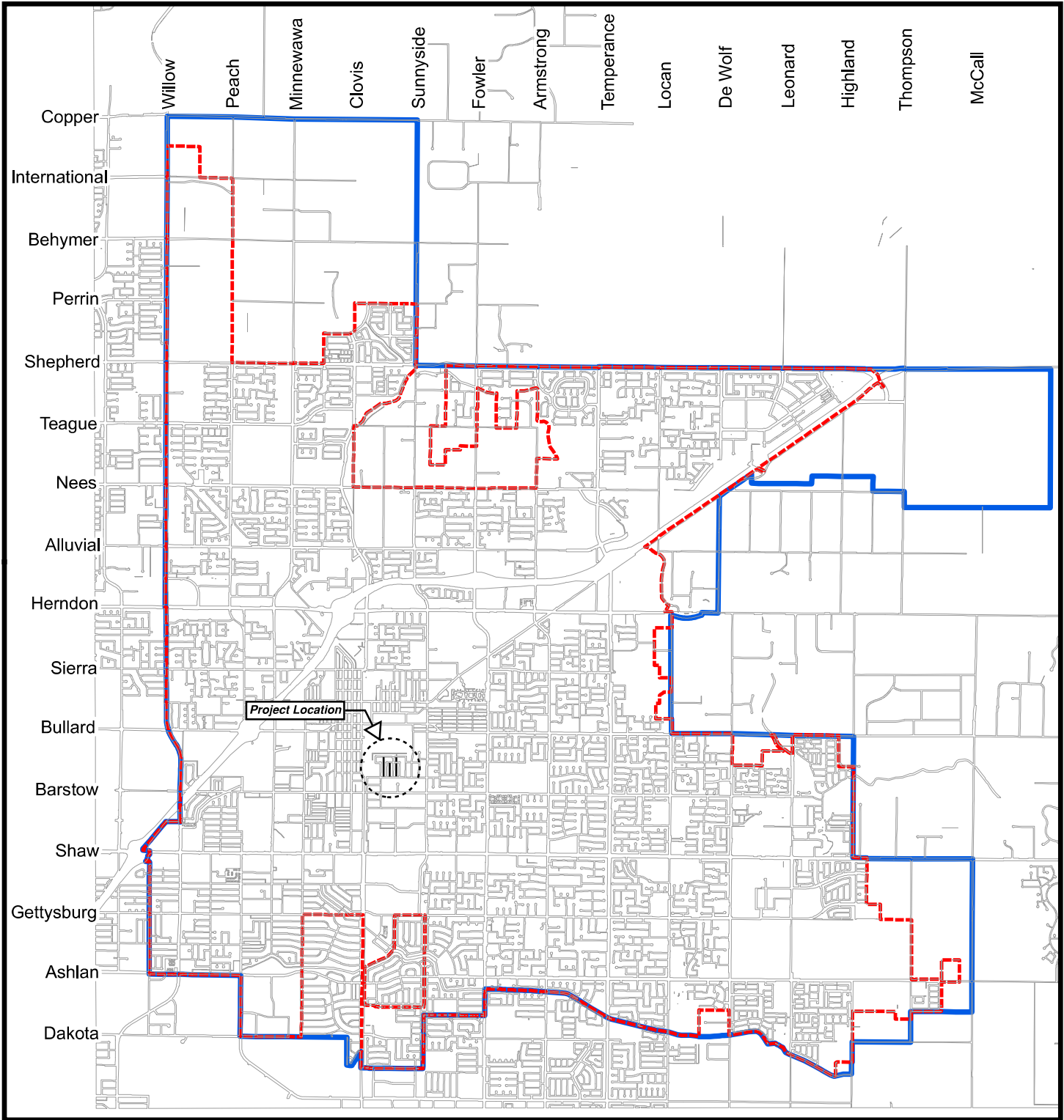
None.

Prepared by: Matt Buller, Senior Engineering Inspector

Reviewed by: City Manager *AM*

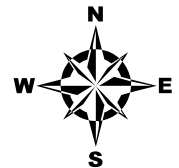
# VICINITY MAP

## CIP 23-11 - Alley Improvements



### Attachment 1

 CITY LIMITS  SPHERE OF INFLUENCE





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: October 7, 2024

SUBJECT: Planning and Development Services – Approval – Final Acceptance for Final Map Tract 6168, located at the northwest corner of Gettysburg and Leonard Avenues (Wilson Premier Homes, Inc.).

ATTACHMENTS: 1. Vicinity Map

### RECOMMENDATION

For the City Council to approve final acceptance for Final Map Tract 6168, which includes:

1. Accept the public improvements for Tract 6168, and authorize recording the Notice of Completion; and
2. Authorize the release of the Performance Surety immediately and then release of the Labor and Materials Surety ninety (90) days after the recordation of the Notice of Completion, (provided no lien have been filed) and release of Public Improvements Maintenance Surety upon the expiration of the one-year warranty period and provided any defective work has been repaired to the City's satisfaction.

### EXECUTIVE SUMMARY

The owner, Wilson Premier Homes, Inc., has requested final acceptance of the public improvements constructed or installed in conjunction with this tract. The public improvements include all those shown on the subdivision improvement plans approved by the City Engineer. The construction or installation of the public improvements is complete. The owner has requested final acceptance. Staff is recommending approval of their request.

All landscaping, including sidewalks along within public right-of-way have been constructed. The construction or installation of the public improvements is complete. The owner has requested final acceptance. Staff is recommending approval of their request.

### BACKGROUND

None.



**FISCAL IMPACT**

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

**REASON FOR RECOMMENDATION**

The Subdivision Map Act requires that once construction of the required improvements has been completed in compliance with all codes, plans and specifications, and all other required documents have been completed and submitted, final acceptance is required, and the appropriate sureties are released.

**ACTIONS FOLLOWING APPROVAL**

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

**CONFLICT OF INTEREST**

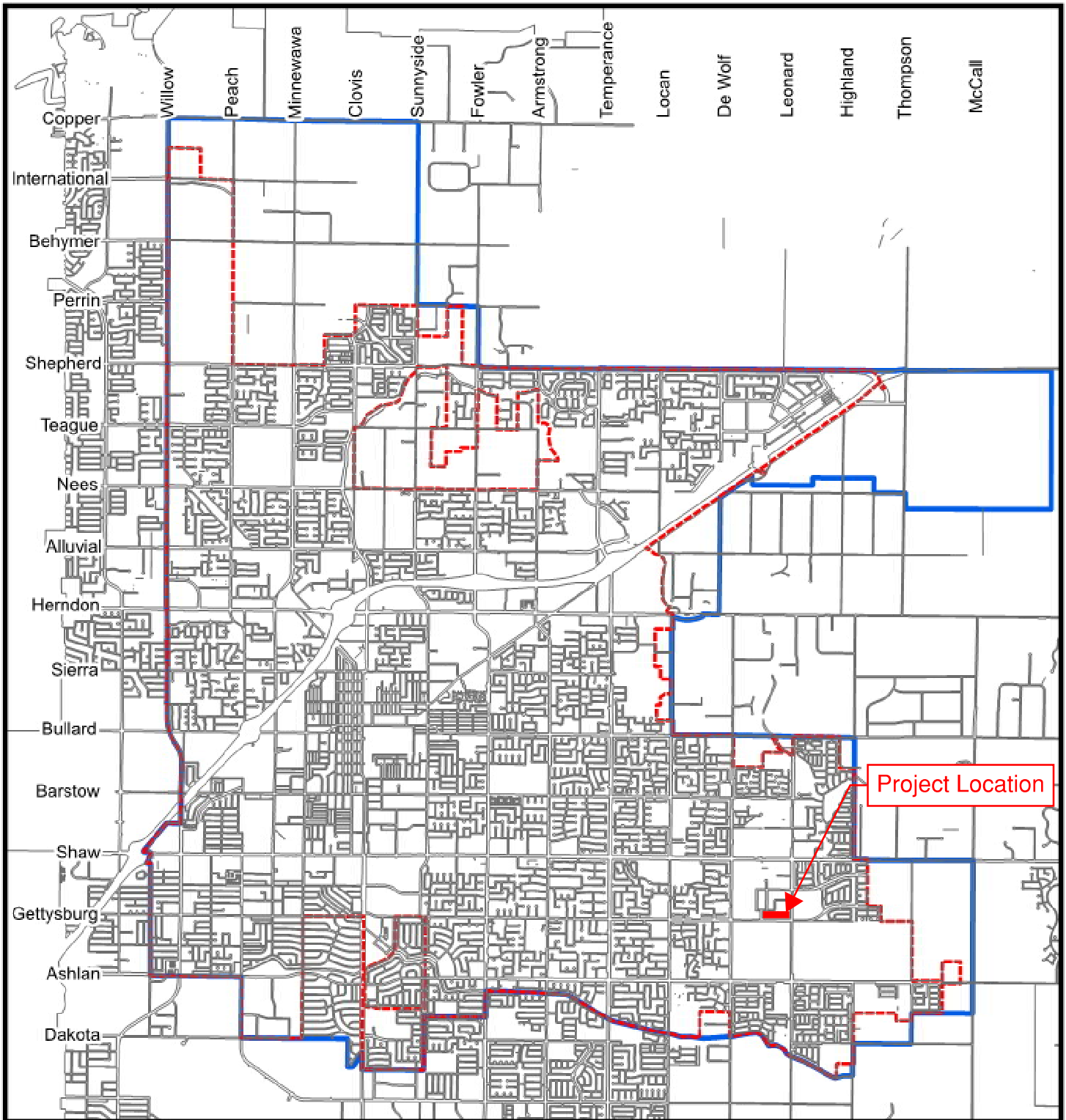
None.

Prepared by: Ruben Amavizca, Engineer II

Reviewed by: City Manager *AA*

# VICINITY MAP

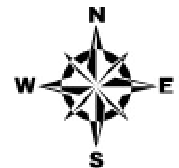
TM 6168 (Wilson Premier Homes, Inc.)



## Attachment 1



 CITY LIMITS  SPHERE OF INFLUENCE





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: October 7, 2024

SUBJECT: Planning and Development Services - Approval – Res. 24-\_\_\_\_, Final Map Tract 6203 located on Thompson Avenue between Ashlan and Dakota Avenue (KB Home South Bay, Inc., a California corporation).

ATTACHMENTS: 1. Res. 24-\_\_\_\_  
2. Vicinity Map  
3. Final Map Copy

### RECOMMENDATION

For the City Council to approve Res. 24-\_\_\_\_, which will:

1. Accept the offer of dedication of parcels and public utility easements within Tract 6203, and
2. Authorize the recording of the final map.

### EXECUTIVE SUMMARY

The owner, KB Home South Bay, Inc., a California corporation, acting as the subdivider, has submitted a final map. The improvement plans are being processed by City staff. The improvements to be installed include curb, gutter, sidewalk, streetlights, fire hydrants, street paving, sanitary sewer, water mains, and landscaping. The subject tract is at the west side of Thompson Avenue between Dakota & Ashlan. It contains approximately 5 acres and consists of 19 residential units, zoned R-1.

### BACKGROUND

None.

### FISCAL IMPACT

The subdivider will be installing curb, gutter, sidewalk, fire hydrants, street paving, sanitary sewer, water mains, and landscaping, which will be perpetually maintained by the City of Clovis. For the streetlights, the City will pay for the power and PG&E will provide the maintenance.

**REASON FOR RECOMMENDATION**

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

**ACTIONS FOLLOWING APPROVAL**

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

**CONFLICT OF INTEREST**

None.

Prepared by: Daniel Negrete, Engineer I

Reviewed by: City Manager *AA*

**RESOLUTION 24-\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6203**

**WHEREAS**, a final map has been presented to the City Council of the City of Clovis for Tract 6203, by The City of Clovis, a Municipal Corporation; and

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

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

1. The final map of Tract 6203, consisting of two (3) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.
2. The subdivision improvement plans for said tract have been approved by City Staff.
3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of \$1,290,000.00.
4. The offer and dedication for public use of the parcels and easements specified on said map are accepted by the City of Clovis and the City Clerk is authorized and directed to execute said subdivision map.
5. This Council finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable general and specific plans of the City of Clovis.
6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) of the remaining improvements to be constructed or the sum of \$1,290,000.00 for guaranteeing specific performance of said agreement and fifty percent (50%) of the remaining improvements or the sum of \$645,000.00 for payment of labor and materials furnished by contractors, subcontractors, labormen and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.
7. Subdivider shall furnish a bond in the sum of \$129,000.00 being the amount determined by the City Council of the City as necessary for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the tract against any defective work or labor done, or defective materials furnished. Said bond is required to be furnished prior to acceptance of the tract by the City Council.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on October 7, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: October 7, 2024

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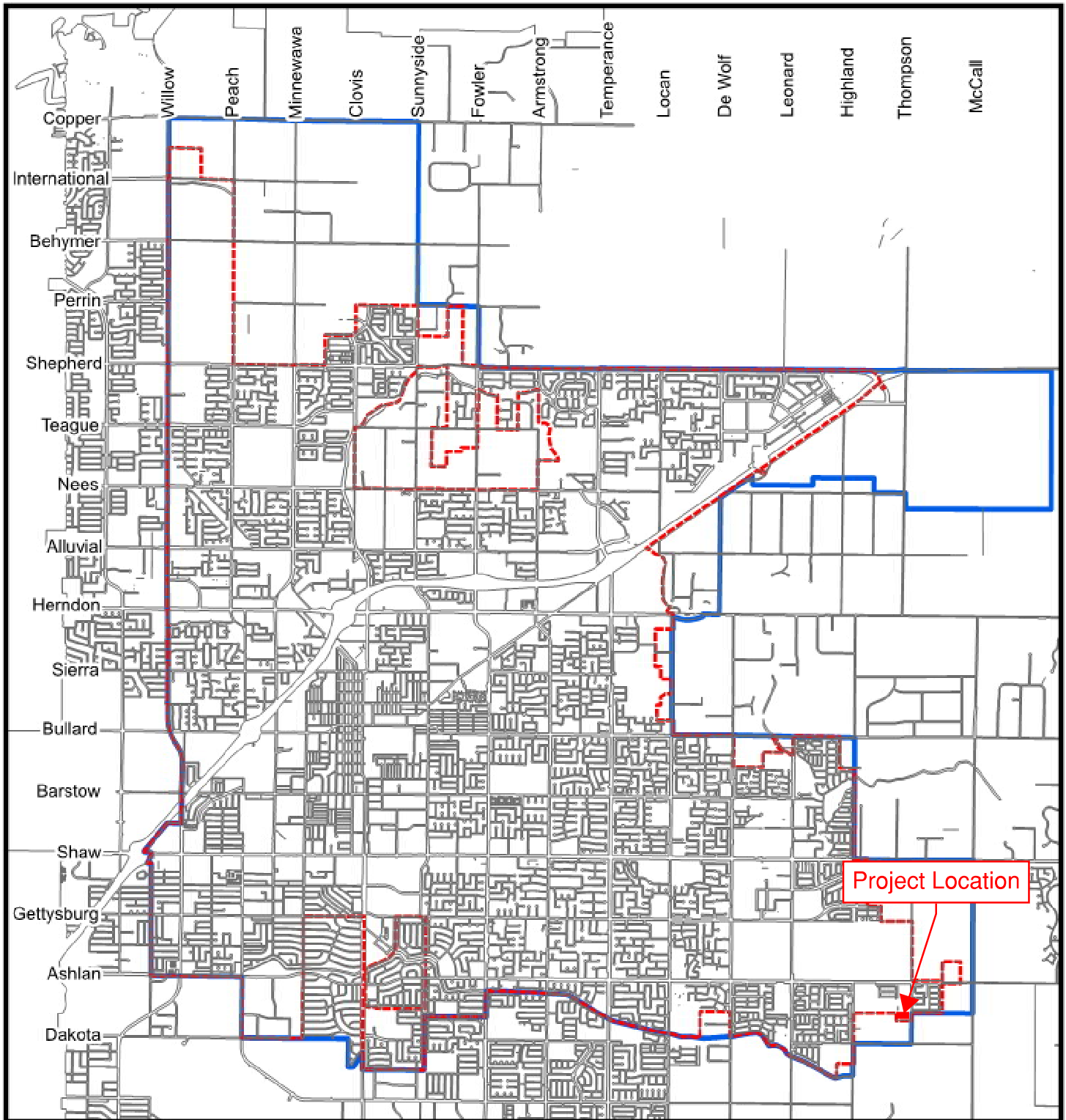
Mayor

---

City Clerk

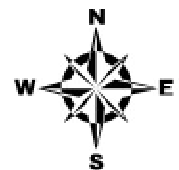
# VICINITY MAP

TM 6203 (KB Home South Bay, Inc., a California corporation)



## Attachment 2

  CITY LIMITS    
   SPHERE OF INFLUENCE



FINAL MAP OF  
**TRACT NO. 6203**

IN THE CITY OF CLOVIS, FRESNO COUNTY, CALIFORNIA  
SURVEYED AND PLATTED IN APRIL 2017  
BY YAMABE & HORN ENGINEERING, INC.  
CONSISTING OF THREE SHEETS  
SHEET 1 OF 3

**OWNERS STATEMENT:**

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

KB HOME SOUTH BAY, INC., A CALIFORNIA CORPORATION

BY: ZACH GOMES, VICE PRESIDENT, OPERATIONS-FRESNO

**SURVEYORS STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF KB HOMES SOUTH BAY ON SEPTEMBER 14TH 2023. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



DAVID C. HORN, PLS 8204 DATE

**CITY ENGINEERS STATEMENT**

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



THAD AVERY, R.C.E. 62251 DATE  
CITY ENGINEER

**CITY SURVEYORS STATEMENT**

I JEFFREY S. LAND, CITY SURVEYOR OF THE CITY OF CLOVIS, HEREBY STATE THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT, PURSUANT TO THE PROVISIONS OF THE SUBDIVISION MAP ACT.



JEFFREY S. LAND, P.L.S. 8634 DATE  
CITY SURVEYOR

**CITY CLERKS STATEMENT**

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF CLOVIS, BY RESOLUTION ADOPTED \_\_\_\_\_ 2024 APPROVED THE WITHIN MAP AND ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC, ANY REAL PROPERTY AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

BRIANA PARRA, CITY CLERK DATED

**LEGAL DESCRIPTION:**

REAL PROPERTY IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTH 330 FEET OF THE EAST 660 FEET OF THE S 1/2 OF THE FRACTIONAL NW1/4 OF SECTION 19, TOWNSHIP 13S., R.22 E., M.D.B.&M., IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND ON FILE IN THE BUREAU OF LAND MANAGEMENT.

EXCEPTING THEREFROM ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING THE FOLLOWING DESCRIBED PROPERTY BELOW A DEPTH OF 500 FEET OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITATION THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT THERE TO, WITHOUT, HOWEVER, THE RIGHT TO USE OR PENETRATE THE SURFACE OF, OR TO ENTER UPON SAID LAND WITHIN 500 FEET OF THE SURFACE THEREOF, TO EXTRICATE AND REMOVE THE SAME, AS RESERVED BY THE SOUTHERN PACIFIC COMPANY BY DEED RECORDED FEBRUARY 14, 1962, IN BOOK 4678 PAGE 90 OF OFFICIAL RECORDS, DOCUMENT NO. 13246, BEING DESCRIBED AS: A STRIP OF LAND 100 FEET WIDE LYING EQUALLY ON EACH SIDE OF THE LOCATED LINE OF THE SOUTHERN PACIFIC RAILROAD COMPANY'S RAILROAD THROUGH THE NW1/4 OF SAID SECTION 19, DESCRIBED AS FOLLOWS: COMMENCING FOR THE SAME AT A POINT ON THE CENTER LINE OF SAID RAILROAD WHERE SAID CENTER LINE INTERSECTS THE WEST LINE OF SAID NW1/4 OF SAID SECTION 19, THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF SAID SOUTHERN PACIFIC RAILROAD COMPANY'S RAILROAD FOLLOWING CURVATURES EMBRACING A STRIP 50 FEET WIDE ON EACH SIDE OF SAID CENTER LINE TO A POINT WHERE SAID CENTER LINE INTERSECTS THE SOUTH LINE OF SAID NW1/4 OF SAID SECTION 19, 850 FEET, MORE OR LESS, AS GRANTED BY JAMES PORTOUS TO SOUTHERN PACIFIC RAILROAD COMPANY, BY DEED DATED MAY 14, 1890, AND RECORDED MAY 19, 1890, IN BOOK 112 PAGE 54 OF DEEDS.

**THIS LAND IS SUBJECT TO THE FOLLOWING:**

1. THE EFFECT OF AN INSTRUMENT ENTITLED "BEFORE THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT RESOLUTION PROVIDING FOR THE RECORDATION OF A MAP IDENTIFYING AREAS SUBJECT TO PAYMENT OF DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES", RECORDED JULY 31, 1995 AS DOCUMENT NO. 95092128, OFFICIAL RECORDS FRESNO COUNTY..
2. A SPECIAL TAX LIEN FOR CITY OF CLOVIS COMMUNITY FACILITIES DISTRICT NO. 2004-1 RECORDED JUNE 10, 2022 AS DOCUMENT NO. 2022-0077289, OFFICIAL RECORDS FRESNO COUNTY.
3. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 490-A-1615" RECORDED MARCH 18, 1977 AS INSTRUMENT NO. 1977-27124 OF OFFICIAL RECORDS.

**NOTARY ACKNOWLEDGMENTS:**

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 }

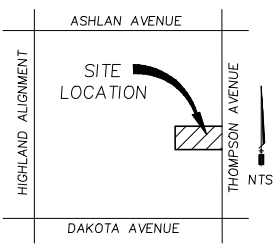
ON \_\_\_\_\_, 2024 BEFORE ME \_\_\_\_\_, NOTARY PUBLIC, PERSONALLY APPEARED ZACH GOMES, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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.

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_

**VICINITY MAP:**



**RECORDERS CERTIFICATE**

DOCUMENT NO. \_\_\_\_\_ FEE PAID \$ \_\_\_\_\_  
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AT \_\_\_\_\_ M.  
IN VOLUME \_\_\_\_\_ OF PLATS, AT PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_, FRESNO COUNTY RECORDS,  
AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY  
PAUL DICTOS, C.P.A., FRESNO COUNTY RECORDER  
BY: \_\_\_\_\_  
DEPUTY RECORDER



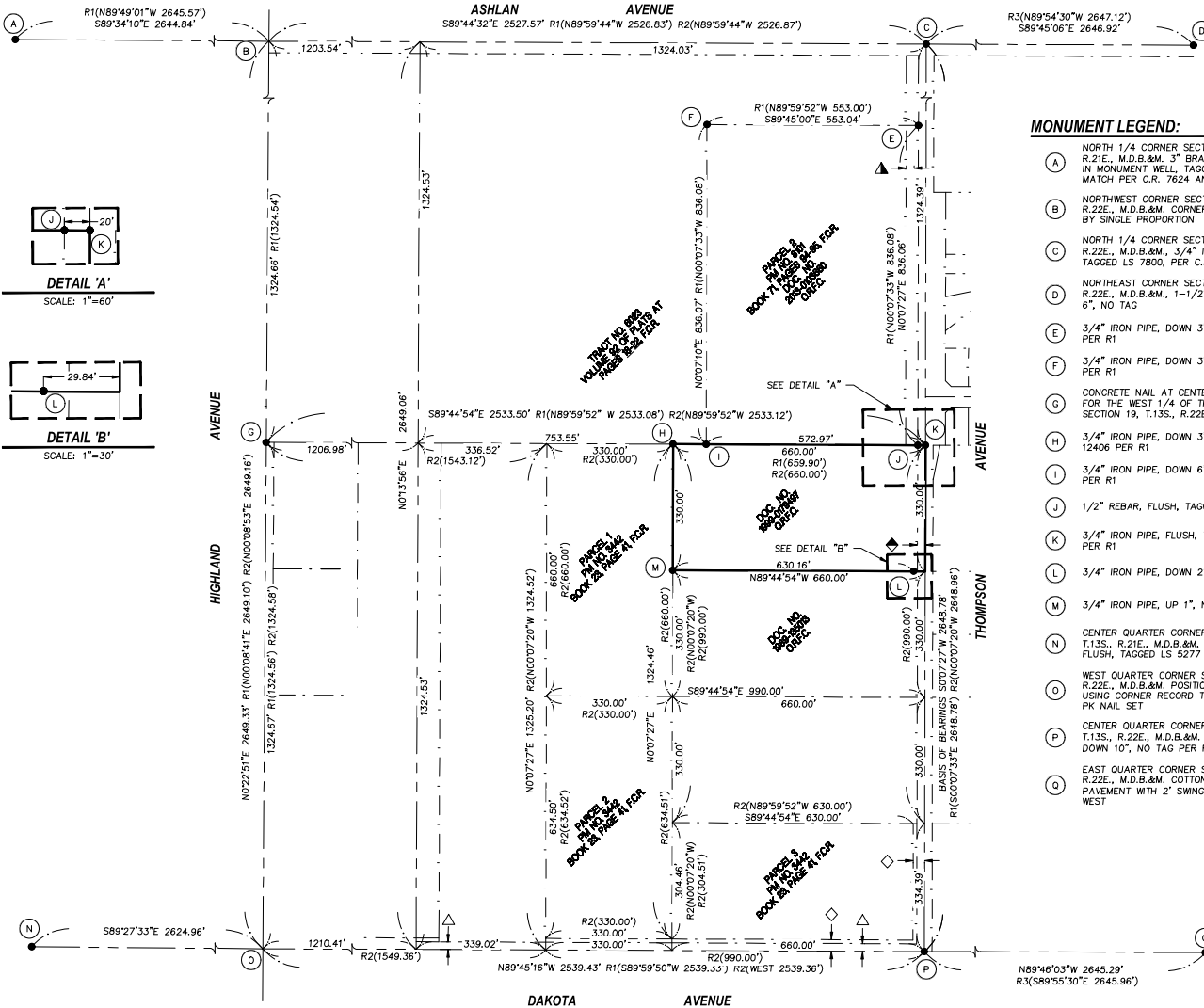


FINAL MAP OF  
**TRACT NO. 6203**

IN THE CITY OF CLOVIS, FRESNO COUNTY, CALIFORNIA  
SURVEYED AND PLATTED IN APRIL 2017  
BY YAMABA & HORN ENGINEERING, INC.  
CONSISTING OF THREE SHEETS  
SHEET 2 OF 3  
**BOUNDARY ANALYSIS**

**BASIS OF BEARINGS:**

THE GEODETIC OBSERVATION OF THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 22 EAST, M.D.B.&M., ACCORDING TO THE OFFICIAL UNITED STATES GOVERNMENT PLAT THEREOF, TAKEN TO BE SOUTH 0°07'27" WEST.



**MONUMENT LEGEND:**

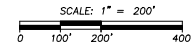
- (A) NORTH 1/4 CORNER SECTION 24, T.13S., R.21E., M.D.B.&M. 3" BRASS CAP DOWN 12" IN MONUMENT WELL, TAGGED LS 7800, TIES MATCH PER C.R. 7624 AND R1
- (B) NORTHWEST CORNER SECTION 19, T.13S., R.22E., M.D.B.&M. CORNER RE-ESTABLISHED BY SINGLE PROPORTION
- (C) NORTH 1/4 CORNER SECTION 19, T.13S., R.22E., M.D.B.&M., 3/4" IRON PIPE, FLUSH, TAGGED LS 7800, PER C.R. 8022 AND R1
- (D) NORTHEAST CORNER SECTION 19, T.13S., R.22E., M.D.B.&M., 1-1/2" IRON PIPE, DOWN 6", NO TAG
- (E) 3/4" IRON PIPE, DOWN 3" TAGGED L.S. 5277 PER R1
- (F) 3/4" IRON PIPE, DOWN 3" TAGGED L.S. 5277 PER R1
- (G) CONCRETE NAIL AT CENTERLINE, POSITION FOR THE WEST 1/4 OF THE NW 1/4 OF SECTION 19, T.13S., R.22E. M.D.B.&M
- (H) 3/4" IRON PIPE, DOWN 3", TAGGED RCE 12406 PER R1
- (I) 3/4" IRON PIPE, DOWN 6", TAGGED LS 5277 PER R1
- (J) 1/2" REBAR, FLUSH, TAGGED LS 8393
- (K) 3/4" IRON PIPE, FLUSH, TAGGED LS 5277 PER R1
- (L) 3/4" IRON PIPE, DOWN 2", NO TAG
- (M) 3/4" IRON PIPE, UP 1", NO TAG
- (N) CENTER QUARTER CORNER SECTION 24, T.13S., R.21E., M.D.B.&M., 3/4" IRON PIPE, FLUSH, TAGGED LS 5277
- (O) WEST QUARTER CORNER SECTION 19, T.13S., R.22E., M.D.B.&M. POSITION ESTABLISHED USING CORNER RECORD TIES PER C.R. 7471. PK NAIL SET
- (P) CENTER QUARTER CORNER SECTION 19, T.13S., R.22E., M.D.B.&M. 1" IRON PIPE, DOWN 10", NO TAG PER R1
- (Q) EAST QUARTER CORNER SECTION 19, T.13S., R.22E., M.D.B.&M., COTTON SPINDLE FLUSH IN PAVEMENT WITH 2" SWING TIES SOUTH AND WEST

**LEGEND:**

- MONUMENT FOUND & ACCEPTED AS DESCRIBED
- R1 ( ) RECORD DATA PER PARCEL MAP NO. 8101, BOOK 71 OF PARCEL MAPS, AT PAGES 94 AND 95, F.C.R.
- R2 ( ) RECORD DATA PER PARCEL MAP NO. 3442, BOOK 23 OF PARCEL MAPS, AT PAGE 41, F.C.R.
- R3 ( ) RECORD DATA PER PARCEL MAP NO. 2091, BOOK 13 OF PARCEL MAPS, AT PAGE 52, F.C.R.
- ◆ 20' EASEMENT FOR PUBLIC ROAD AND INCIDENTAL PURPOSES GRANTED TO THE COUNTY OF FRESNO BY DEED RECORDED JANUARY 11, 1926, INSTRUMENT 1029, BOOK 635, PAGE 90, OFFICIAL RECORDS
- ▲ 32' GRANTED TO THE CITY OF CLOVIS FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES, RECORDED APRIL 10, 2024, AS DOCUMENT NO.2024-0032907, OFFICIAL RECORDS
- ◇ 30' OFFERED AND ACCEPTED FOR ROAD PURPOSES PER PARCEL MAP NO. 3442, BOOK 23 OF PARCEL MAPS, AT PAGE 41, F.C.R.
- △ 20' RIGHT-OF-WAY PREVIOUSLY GRANTED BY DEED RECORDED MARCH 22, 1920, BOOK 596, PAGE 452, OFFICIAL RECORDS
- DOC. NO. DOCUMENT NUMBER
- PM PARCEL MAP
- C.R. CORNER RECORD ON FILE WITH THE FRESNO COUNTY SURVEYOR
- F.C.R. FRESNO COUNTY RECORDS
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- FCBCM FRESNO COUNTY BRASS CAP MONUMENT
- SECTION LINE
- - - EXISTING PROPERTY LINE
- - - EASEMENT LINE
- LIMITS OF SUBDIVISION

**DETAIL 'A'**  
SCALE: 1"=60'

**DETAIL 'B'**  
SCALE: 1"=30'



**Yamaba & Horn**  
Engineering, Inc.  
CIVIL ENGINEERS • LAND SURVEYORS

# FINAL MAP OF TRACT NO. 6203

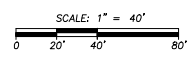
IN THE CITY OF CLOVIS, FRESNO COUNTY, CALIFORNIA  
 SURVEYED AND PLATTED IN APRIL 2017  
 BY YAMABE & HORN ENGINEERING, INC.  
 CONSISTING OF THREE SHEETS  
 SHEET 3 OF 3

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:  
 \* NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES

PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE

- (C) NORTH 1/4 CORNER SECTION 19, T.13S., R.22E., M.D.B.&M., 3/4" IRON PIPE, FLUSH, TAGGED L.S. 7800, PER C.R. 8022 AND R1
- (G) CONCRETE NAIL AT CENTERLINE, POSITION FOR THE WEST 1/4 OF THE NW 1/4 OF SECTION 19, T.13S., R.22E. M.D.B.&M
- (H) 3/4" IRON PIPE, DOWN 3", TAGGED RCE 12406 PER R1
- (I) 3/4" IRON PIPE, DOWN 6", TAGGED LS 5277 PER R1
- (J) 1/2" REBAR, FLUSH, TAGGED LS 8393
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- (L) 3/4" IRON PIPE, DOWN 2", NO TAG
- (M) 3/4" IRON PIPE, UP 1", NO TAG
- (P) CENTER QUARTER CORNER SECTION 19, T.13S., R.22E., M.D.B.&M. 1" IRON PIPE, DOWN 10", NO TAG PER R1

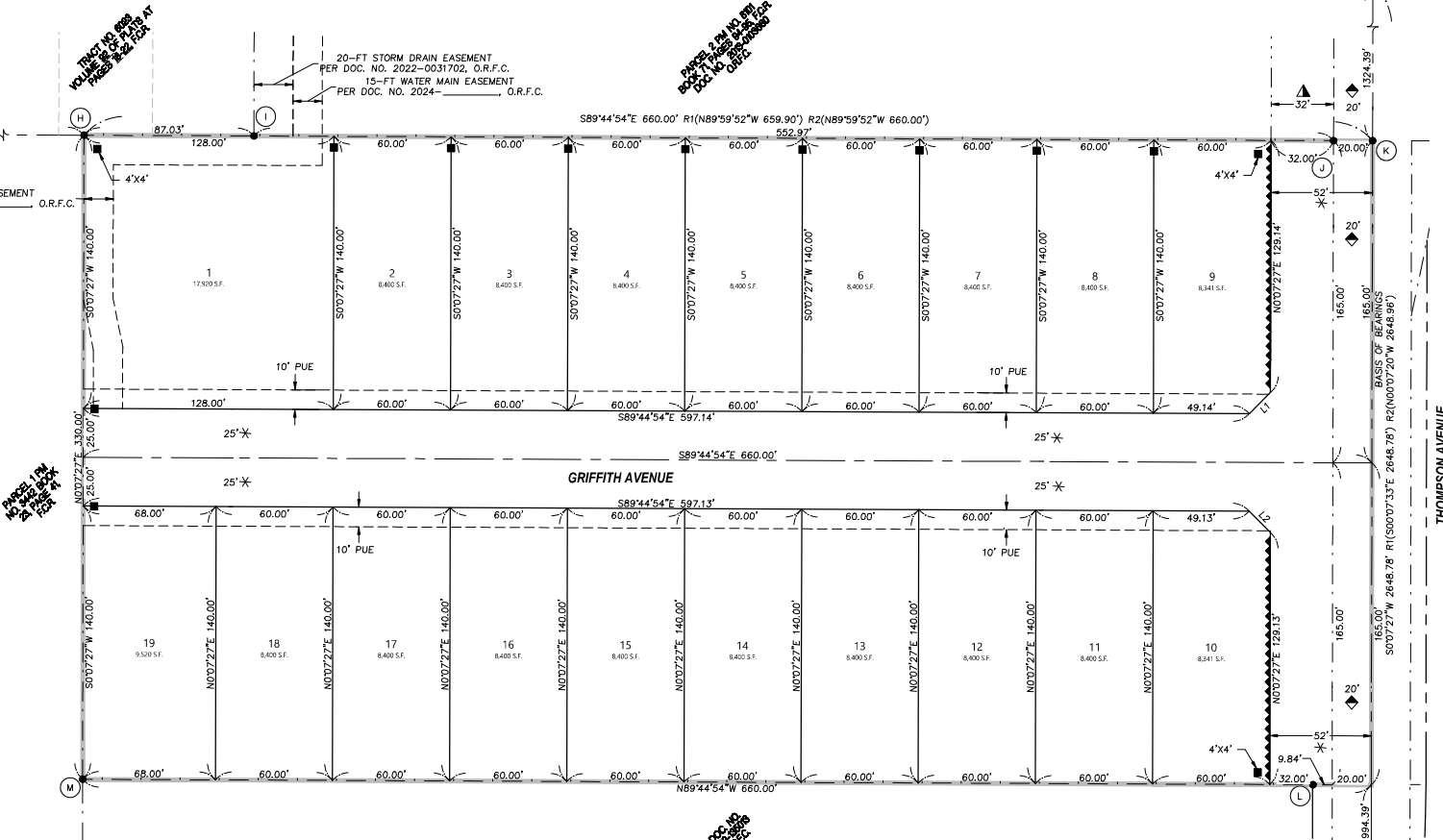


- LEGEND:**
- MONUMENT FOUND & ACCEPTED AS DESCRIBED
  - SET 3/4" X 30" LONG IRON PIPE DOWN 6" TAGGED LS 8204 AS WITNESS CORNER ON LOT LINE. 4.00' FROM PROPERTY CORNER ON LINE OR 4.00' X 4.00' OFFSET FROM PROPERTY LINES AS INDICATED
  - R1( ) RECORD DATA PER PARCEL MAP NO. 8101, BOOK 71 OF PARCEL MAPS, AT PAGES 94 AND 95, F.C.R.
  - R2( ) RECORD DATA PER PARCEL MAP NO. 3442, BOOK 23 OF PARCEL MAPS, AT PAGE 41, F.C.R.
  - ◆ 20' EASEMENT FOR PUBLIC ROAD AND INCIDENTAL PURPOSES GRANTED TO THE COUNTY OF FRESNO BY DEED RECORDED JANUARY 11, 1926, INSTRUMENT 1029, BOOK 635, PAGE 90, OFFICIAL RECORDS
  - ▲ 32' GRANTED TO THE CITY OF CLOVIS FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES, RECORDED APRIL 10, 2024, AS DOCUMENT NO.2024-0032907, OFFICIAL RECORDS
  - C.R. CORNER RECORD ON FILE WITH THE FRESNO COUNTY SURVEYOR
  - F.C.R. FRESNO COUNTY RECORDS
  - O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
  - FCBCM FRESNO COUNTY BRASS CAP MONUMENT
  - SECTION LINE
  - - - - - EXISTING PROPERTY LINE
  - - - - - EASEMENT LINE
  - LIMITS OF SUBDIVISION
  - ▲▲▲▲▲ RELINQUISHED VEHICULAR AND PEDESTRIAN ACCESS

**BASIS OF BEARINGS:**  
 THE GEODETIC OBSERVATION OF THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 22 EAST, ACCORDING TO THE OFFICIAL PLAT THEREOF, TAKEN TO BE SOUTH 0°07'27" WEST.

**NOTES:**  
 1. SET 3/4" X 30" LONG IRON PIPE DOWN 6" TAGGED LS 8204 OR BRASS TAG STAMPED LS 8204 FLUSH WITH CONCRETE SURFACE AT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVATURE, UNLESS OTHERWISE NOTED.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N45°11'17"E	15.34'
L2	S44°48'43"E	15.39'



**Yamabe & Horn Engineering, Inc.**  
 CIVIL ENGINEERS • LAND SURVEYORS  
 2024 W. BUNKER AVENUE, SUITE 101, FRESNO, CA 93727  
 TEL: 559-241-1122 FAX: 559-241-1123



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: October 7, 2024

SUBJECT: Planning and Development Services - Approval – Res. 24-\_\_\_\_, Annexation of Proposed Tract 6203 located on Thompson Avenue between Ashlan and Dakota Avenue to the Landscape Maintenance District No. 1 of the City of Clovis. (KB Home South Bay, Inc., a California corporation).

ATTACHMENTS: 1. Res. 24-\_\_\_\_

### RECOMMENDATION

For the City Council to approve Res. 24-\_\_\_\_, which will annex proposed Tract 6203, located on Thompson Avenue between Ashlan and Dakota Avenue to the Landscape Maintenance District (LMD) No. 1 of the City of Clovis.

### EXECUTIVE SUMMARY

The owner, KB Home South Bay, Inc., a California corporation, acting as the subdivider, has requested to be annexed to the LMD No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tentative Tract 6203.

### BACKGROUND

KB Home South Bay, Inc., a California corporation, the developer of Tract 6203, has executed a covenant that this development be annexed to the City of Clovis, LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks.

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

**FISCAL IMPACT**

	<u>Tract 6372</u>	<u>Year to Date</u>
LMD Landscaping added:	0.083 acres	1.824 acres
Resource needs added:	0.008 persons	0.182 persons

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

**REASON FOR RECOMMENDATION**

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

**ACTIONS FOLLOWING APPROVAL**

Tract 6203 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

**CONFLICT OF INTEREST**

None.

Prepared by: Daniel Negrete, Engineer I

Reviewed by: City Manager AA

RESOLUTION 24-\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING ANNEXATION TO LANDSCAPING MAINTENANCE DISTRICT NO. 1 OF  
THE CITY OF CLOVIS

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

**WHEREAS**, all of the owners of property proposed to be annexed to the District consisting of proposed Tract No. 6203, as described in **Attachment A** attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

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

1. That the public interest and convenience require that certain property described in **Attachment A** attached hereto and by reference incorporated herein be annexed into Landscape Maintenance District No. 1 of the City of Clovis for the maintenance and servicing of landscaping facilities.
2. The City Clerk shall receive and file the maps showing the boundaries of the areas annexed as set forth in **Attachment A** which boundaries shall be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on October 7, 2024, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED:      October 7, 2024

\_\_\_\_\_  
Mayor

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

## ATTACHMENT A

### Legal Description

REAL PROPERTY IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 19, INCLUSIVE, OF TRACT NO. 6203, RECORDED IN VOLUME \_\_\_\_\_ OF PLATS AT PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_, FRESNO COUNTY RECORDS.



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: Administration  
 DATE: October 7, 2024  
 SUBJECT: Consider Approval – Appointments of City of Clovis Youth Commission.

**Staff:** Chad McCollum, Director of Economic Development, Housing and Communications

**Recommendation:** Approve

ATTACHMENTS: None.

### RECOMMENDATION

It is recommended that the Mayor, subject to approval by the City Council, consider the appointment of the following individuals to the City of Clovis Youth Commission. The appointment is for one term, which is currently scheduled to run through April 2025.

- Alex Perez
- Alian Marriaga
- Amaan Gill
- Avereet Samra
- Bonnie Barlow
- Chaheti Mathur
- Eli Pugliese
- Ellie Hammond
- Grace Yang
- Guramanat Sohi
- Isaac Perry
- Jahan Singh
- Jasmine Parmer
- Jocelyn De La Cruz
- Joelle Moore
- Kameryn Fedele
- Kiera Mouanoutoua
- Maggie McCollum
- Noah Anderson
- Noor Riar
- Rajbir Longia

### EXECUTIVE SUMMARY

On October 2, 2023, the Clovis City Council unanimously voted to establish a Youth Commission aimed at strengthening youth voices within the City of Clovis. In collaboration with community partners, including Clovis Unified School District and local media, staff worked to share this opportunity with the public, resulting in an impressive 37 eligible applications. From August 2 to September 6, 2024, high school sophomores, juniors, and seniors residing in Clovis were invited to apply. Qualified applicants underwent a two-step interview process, with the first round conducted in person by a panel of City staff, followed by a second interview with current Commissioners entering their senior year. During the interviews, panelists engaged with each applicant to understand their interest and goals for the Commission. In accordance with the bylaws, a total of 21 of the 37 applicants were selected to join the Youth Commission, pending City Council confirmation.

## **BACKGROUND**

The City of Clovis Youth Commission was established by unanimous decision of the Clovis City Council in October 2023 with the goal of engaging youth voices in civic matters. The Commission aims to promote civic engagement among Clovis youth and foster a sense of ownership and responsibility in shaping the City's future. The City of Clovis Youth Commission operates from October through April each year, with Commissioners selected during the summer and fall leading into the new school year. The first meeting for the 2024-2025 term will be held on October 16, 2024.

On May 8, 2024, the City of Clovis Youth Commission unanimously approved its bylaws and structure, further outlining the roles and responsibilities of its members.

The Youth Commissioners are tasked with meeting monthly to set and accomplish goals outlined by the Youth Commission, City Council, and City staff. Additionally, they represent Clovis youth at designated city events, plan and execute a project benefiting the youth of Clovis and present their progress annually to the Clovis City Council.

Applicants for the Clovis Youth Commission must reside within the City of Clovis and be in their sophomore, junior, or senior year of high school. They may serve on the Commission for up to three years. The selection process includes applying, interviewing, and being chosen by a panel consisting of City staff and Youth Commissioners. The Commission is composed of up to 21 members.

We were fortunate to receive many talented applicants this year, and while not everyone could be selected, we want to encourage those students who were not chosen to remain involved by attending our monthly Youth Commission meetings. These meetings are open to all, and we value the input of all Clovis youth. We encourage those who were not selected to participate as much as possible and to share their concerns and ideas with the Youth Commissioners.

## **FISCAL IMPACT**

The costs associated with the Youth Commission are expected to be nominal. These costs are included within the current 2024/2025 budget without requiring additional allocations.

## **REASON FOR RECOMMENDATION**

Students listed in this staff report have been found qualified by staff to participate in the City of Clovis Youth Commission.

## **ACTIONS FOLLOWING APPROVAL**

Staff will continue planning for the upcoming meetings of the City of Clovis Youth Commission.

## **CONFLICT OF INTEREST**

None.

Prepared by: Briana Parra, City Clerk

Reviewed by: City Manager 





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: October 7, 2024

SUBJECT: Consider Approval - Res. 24-\_\_\_\_, A Resolution of the City Council of the City of Clovis Declaring its Intent to Initiate a Transition from At-Large to District-Based Elections Commencing with the 2026 City Council Election.

**Staff:** Andrew Haussler, Assistant City Manager

**Recommendation:** Approve

ATTACHMENTS: 1. Resolution  
2. Demand Letter

### RECOMMENDATION

For the City Council to approve a resolution declaring its intent to initiate a transition from at-large to district-based elections commencing with the 2026 City Council election.

### EXECUTIVE SUMMARY

The Clovis City Council members are currently elected in at-large elections where each of the five Council Members are elected by the registered voters of the entire City. Under the California Voting Rights Act (Elec. Code, § 14025, *et seq.*) (“CVRA”), at-large elections are permissible unless such elections result in what is termed racially polarized voting and vote dilution. The City has received a demand letter (Attachment 2) claiming racially polarized voting exists in the City’s elections. While many public agencies have challenged similar contentions about their elections, no agency in California has had success in defending against litigation under the CVRA. Given this, despite the lack of evidence of racially polarized voting in Clovis, staff is recommending City Council approve a resolution to initiate the transition from at-large elections to district-based elections beginning in the November 2026 City Council Election to avoid lengthy and costly litigation.

### BACKGROUND

The Clovis City Council Members are currently elected in at-large elections where each of the five Council Members are elected by the registered voters of the entire City. Under the California Voting Rights Act (Elec. Code, § 14025, *et seq.*) (“CVRA”), at-large elections are permissible unless such elections result in racially polarized voting, which the CVRA defines

as “voting in which there is a difference in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate” (Elec. Code, § 14026, subd. (e)), and further result in dilution of a protected class’s votes to such a degree that it is denied the potential to elect its preferred candidate or influence the outcome of an election.

The City regularly monitors election data, and has analyzed City election outcomes dating back to at least 2010 for the existence of racially polarized voting, and does not believe that racially polarized voting exists in the City’s elections. But despite the City’s lawful use of at-large election system, on August 26, 2024, the City received a letter from the Southwest Voter Registration Education Project alleging violations of the CVRA, and advising that the City has the choice to voluntarily convert to district-based elections - where Council members are elected by only the voters residing within the election district in which the candidate resides, or face a legal challenge to its election system. While many public agencies have resisted similar demands to change their at-large election systems, to date, none have successfully defended against a lawsuit brought under the CVRA to enforce such demands. The costs of such legal proceedings, even if resolved at an early stage through settlement, can be substantial as well.

Based on the available information, the City does not believe that its at-large elections have resulted in racially polarized voting or diluted the votes of any protected class, or that it is in best interest of the City to transition to district-based elections. However, defending against a legal challenge to the City’s election system would be prohibitively costly for the City and its residents and the chances of success are very unlikely and potentially unfavorable to the City given the history of such challenges elsewhere in California. Staff therefore believe that it is fiscally prudent for the City to avoid litigation and voluntarily transition to district-based elections.

#### Transition Process

The adoption of district-based elections will not affect the terms of any Council members serving or elected during this transition, each of whom will serve out his or her full term. In terms of process, a series of public hearings will be scheduled to educate Council and the public on the requirements for establishment of election districts, develop potential district boundary maps, gain input from the public and Council on potential maps, and finally, for Council to adopt a map of the new election districts. Council will also adopt an ordinance implementing district-based elections. A demographer will be engaged to assist in this process to ensure compliance with the California Voting Rights Act Law.

The California Elections Code dictates the process and timing for the City to transition to district-based elections, under which, the deadline for completion of the process is in January 2025. However, the City Attorney’s office is currently working with the attorney representing the Southwest Voter Education Project on the terms of a 90-day extension of this deadline. If allowed, this extension would permit the City to conduct the public hearing and outreach portion of the transition process in the spring of 2025, thereby avoiding the holiday months and election season where community engagement is traditionally more challenging. More details on the 90-day extension will be discussed at the Council meeting.

If Council decides to convert to district-based elections, the City's first district-based election will occur in November 2026.

**FISCAL IMPACT**

Staff is assessing the cost for this effort and will return if a budget amendment is necessary.

**REASON FOR RECOMMENDATION**

The recommended transition to district-based elections avoids prohibitively costly litigation.

**ACTIONS FOLLOWING APPROVAL**

If approved, staff will implement the recommended course of action included in the resolution.

**CONFLICT OF INTEREST**

None.

Prepared by: Andrew Haussler, Assistant City Manager

Reviewed by: City Manager JA

**RESOLUTION 24-\_\_****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING ITS INTENT TO INITIATE A TRANSITION FROM AT-LARGE TO DISTRICT-  
BASED ELECTIONS COMMENCING WITH THE 2026 CITY COUNCIL ELECTION**

**WHEREAS**, the City Council (“Council”) of the City of Clovis (“City”) is elected “at-large,” meaning that each Council member is elected by voters of the entire City; and

**WHEREAS**, Council members are elected in even-numbered years and serve staggered, four-year terms, such that the next election for two Council members is scheduled for November 2024, with the remaining three Council members scheduled for election in November 2026; and

**WHEREAS**, under the California Voting Rights Act (“CVRA”), at-large elections are permissible unless they result in racially polarized voting, defined as “voting in which there is a difference...in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate,” and further cause dilution of a protected class’s votes to a degree that it is denied the potential to elect its preferred candidate or influence the outcome of an election; and

**WHEREAS**, the City consistently monitors its elections, and has evaluated outcomes of its elections dating back to at least 2010 for the existence of racially polarized voting and vote dilution, and does not believe that it’s at-large method of election is unlawful or in any way unfair or inaccessible to the voters of Clovis; and

**WHEREAS**, despite the City’s lawful use of at-large election system, on August 26, 2024, the City received a letter from the Southwest Voter Registration Education Project alleging violations of the CVRA, and advising that the City has the choice to voluntarily convert to district-based elections - where Council members are elected by only the voters residing within the election district in which the candidate resides, or face a legal challenge to its election system; and

**WHEREAS**, while many public agencies have resisted similar demands to change their at-large election systems, to date, none have successfully defended against a lawsuit brought under the CVRA to enforce such demands, and the costs of those legal proceedings, even if resolved at an early stage through settlement, can be substantial; and

**WHEREAS**, although the Council does not believe that the at-large elections in the City have resulted in racially polarized voting or diluted the votes of any protected class, and based on the available information the Council does not believe it is in best interest of the City to transition to district-based elections, defending against a legal challenge to the City's election system would be prohibitively costly for the City and its residents and the chances of success are unlikely and potentially unfavorable to the City given the history of such challenges elsewhere in California; and

**WHEREAS**, to avoid a costly and likely unfavorable outcome, the Council prefers to voluntarily begin the process of transitioning to district-based elections; and

**WHEREAS**, the adoption of district-based elections will not affect the terms of any Council members serving or elected during this transition, each of whom will serve out his or her full term; and

**WHEREAS**, the Council will hold a minimum of two public hearings to seek public input regarding the composition of the election district areas prior to developing proposed election district boundary maps; and

**WHEREAS**, the Council, with assistance from a demographer, will hold a minimum of two additional public hearings to seek public input on the proposed election district maps developed, and on the proposed sequence of elections, prior to holding a final public hearing in which the Council will adopt a final map of election districts; and

**WHEREAS**, the Council, cognizant of its responsibility for fiscal responsibility, desires to implement this transition to district-based elections in a cost effective and efficient manner; and

**WHEREAS**, pursuant to Government Code section 34886, the Council may effectuate this change to district-based elections by adopting an ordinance requiring the Council members to be elected by district without submitting the ordinance to an election by the City's voters.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis hereby resolves as follows:

1. This Resolution is passed and adopted pursuant to Elections Code section 10010, subdivision (e)(3)(A).
2. Election district area boundary lines shall be developed based on the most updated federal decennial census data to provide for district-based elections commencing no earlier than the 2026 City Council elections.

- 3. The City shall commence the process of transitioning to district-based elections, in full compliance with all appropriate procedures and policies provided in law, including but not limited to Elections Code sections 10010, 14025, et seq., and 21130. It is estimated and intended that an election district map and ordinance implementing district-based elections will be adopted no later than January 5, 2025, unless otherwise directed by the City Council or agreed upon by the Southwest Voter Registration Education Project.
- 4. Staff is directed to engage a demographer, legal counsel, and any other consultant(s) deemed necessary to assist in the development and implementation of proposed election district boundaries.
- 5. The City Manager or his designee is hereby authorized and directed to take any other actions necessary to effectuate the purposes of this resolution.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on October 7, 2024, by the following vote, to wit:

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

DATED: October 7, 2024

\_\_\_\_\_  
Mayor

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



28905 Wight Road  
 Malibu, California 90265  
 (310) 457-0970  
[kishenkman@shenkmanhughes.com](mailto:kishenkman@shenkmanhughes.com)

Received

AUG 26 2024

ADMN/CITYMGR

VIA CERTIFIED MAIL

August 23, 2024

Briana Parra - City Clerk  
 City of Clovis  
 1033 Fifth Street  
 Clovis, CA 93612

*Re: Violation of California Voting Rights Act*

I write on behalf of Southwest Voter Registration Education Project, its members residing within the City of Clovis (“Clovis” or “City”). Clovis relies upon an at-large election system for electing candidates to its governing board. Moreover, voting within the City is racially polarized, resulting in minority vote dilution, and, therefore, the City’s at-large elections violate the California Voting Rights Act of 2001 (“CVRA”).

The CVRA disfavors the use of so-called “at-large” voting – an election method that permits voters of an entire jurisdiction to elect candidates to each open seat. *See generally Sanchez v. City of Modesto* (2006) 145 Cal.App.4<sup>th</sup> 660, 667 (“*Sanchez*”). For example, if the U.S. Congress were elected through a nationwide at-large election, rather than through typical single-member districts, each voter could cast up to 435 votes and vote for any candidate in the country, not just the candidates in the voter's district, and the 435 candidates receiving the most nationwide votes would be elected. At-large elections thus allow a bare majority of voters to control *every* seat, not just the seats in a particular district or a proportional majority of seats.

Voting rights advocates have targeted “at-large” election schemes for decades, because they often result in “vote dilution,” or the impairment of minority groups’ ability to elect their preferred candidates or influence the outcome of elections, which occurs when the electorate votes in a racially polarized manner. *See Thornburg v. Gingles*, 478 U.S. 30, 46 (1986) (“*Gingles*”). The U.S. Supreme Court “has long recognized that multi-member districts and at-large voting schemes may operate to minimize or cancel out the voting strength” of minorities. *Id.* at 47; *see also id.* at 48, fn. 14 (at-large elections may also cause elected officials to “ignore [minority] interests without fear of political consequences”), citing *Rogers v. Lodge*, 458 U.S. 613, 623 (1982); *White v. Register*, 412 U.S. 755, 769 (1973).

“[T]he majority, by virtue of its numerical superiority, will regularly defeat the choices of minority voters.” *Gingles*, at 47. When racially polarized voting occurs, dividing the political unit into single-member districts, or some other appropriate remedy, may facilitate a minority group's ability to elect its preferred representatives. *Rogers*, at 616.

Section 2 of the federal Voting Rights Act (“FVRA”), 42 U.S.C. § 1973, which Congress enacted in 1965 and amended in 1982, targets, among other things, at-large election schemes. *Gingles* at 37; *see also* Boyd & Markman, *The 1982 Amendments to the Voting Rights Act: A Legislative History* (1983) 40 Wash. & Lee L. Rev. 1347, 1402. Although enforcement of the FVRA was successful in many states, California was an exception. By enacting the CVRA, “[t]he Legislature intended to expand protections against vote dilution over those provided by the federal Voting Rights Act of 1965.” *Jauregui v. City of Palmdale* (2014) 226 Cal. App. 4<sup>th</sup> 781, 808. Thus, while the CVRA is similar to the FVRA in several respects, it is also different in several key respects, as the Legislature sought to remedy what it considered “restrictive interpretations given to the federal act.” Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001-2002 Reg. Sess.) as amended Apr. 9, 2002, p. 2.

The California Legislature dispensed with the requirement in *Gingles* that a minority group demonstrate that it is sufficiently large and geographically compact to constitute a “majority-minority district.” *Sanchez*, at 669. In *Pico Neighborhood Association v. City of Santa Monica* (August 24, 2023) 15 Cal.5<sup>th</sup> 292, the California Supreme Court recently confirmed this commonsense reading of the CVRA. *Also see* Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001–2002 Reg. Sess.) as amended Apr. 9, 2002, p. 3 (“Thus, this bill puts the voting rights horse (the discrimination issue) back where it sensibly belongs in front of the cart (what type of remedy is appropriate once racially polarized voting has been shown).”)

To establish a violation of the CVRA, a plaintiff must generally show that “racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision.” Elec. Code § 14028(a). The CVRA specifies the elections that are most probative: “elections in which at least one candidate is a member of a protected class or elections involving ballot measures, or other electoral choices that affect the rights and privileges of members of a protected class.” Elec. Code § 14028(a). The CVRA also makes clear that “[e]lections conducted prior to the filing of an action ... are more probative to establish the existence of racially polarized voting than elections conducted after the filing of the action.” *Id.*

Factors other than “racially polarized voting” that are required to make out a claim under the FVRA – under the “totality of the circumstances” test – “are probative, but not necessary factors to establish a violation of” the CVRA. Elec. Code § 14028(e). These “other factors”



include “the history of discrimination, the use of electoral devices or other voting practices or procedures that may enhance the dilutive effects of at-large elections, denial of access to those processes determining which groups of candidates will receive financial or other support in a given election, the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process, and the use of overt or subtle racial appeals in political campaigns.” *Id.*

As of the most recent data released by the United States Census Department, Latinos comprise 30.5%, of the City’s population of 120,124. Yet, Latino representation on the City’s governing board has been sparse to non-existent.

The City’s at-large system dilutes the ability of Latinos (a “protected class”) – to elect candidates of their choice or otherwise influence the outcome of the City’s elections. The City’s election history is illustrative. In the 2022 election, for example, Martin Salas lost his bid for a seat on the Council despite significant support from Latino voters, due to a lack of support from non-Latino voters. Similarly, in the 2017 election Paulo Soares was supported by Latino voters but lost due to a lack of support from non-Hispanic white voters. This is not a phenomenon limited to the city council elections in Clovis; exogenous elections involving Latino candidates or choices that impact the rights and privileges of Latino voters, such as the 2022 elections for U.S. Senate and Insurance Commissioner, the 2018 elections for Secretary of State, Attorney General and Insurance Commissioner, and Propositions 227 (1998), 209 (1996) and 187 (1994) likewise reveal racially polarized voting in Clovis. These elections all evidence vote dilution which is directly attributable to the City’s unlawful at-large election system.

At-large elections are well known to cause elected officials to “ignore [minority] interests without fear of political consequences.” (*Gingles* 478 U.S. at 48, n. 14). What the Court of Appeal described in its recent decision in *Martinez v. City of Clovis* (2023) 90 Cal.App.5<sup>th</sup> 193 –finding that “as a matter of law the City violated its duty to ‘administer its programs and activities relating to housing and community development in a manner to affirmatively further fair housing’” is one example of this effect. As the plaintiffs in *Martinez v. City of Clovis* explained in their Complaint, Clovis’ failure to accommodate housing for low-income residents has had a discriminatory impact on Latinos and other persons of color.

As you may be aware, in 2012, we sued the City of Palmdale for violating the CVRA. After an eight-day trial, we prevailed. After spending millions of dollars, a district-based remedy was ultimately imposed upon the Palmdale city council, with districts that combine all incumbents into one of the four districts.

We likewise brought Clovis Unified School District’s violation of the CVRA to its attention in June 2023. The Clovis Unified School District wisely scrapped its unlawful at-large

election system, avoiding the need for litigation. Yet, the City of Clovis did nothing to investigate its own compliance with the CVRA.

Given the racially polarized elections for the city council in Clovis, we urge the City to voluntarily change its at-large system of electing its City Council. Otherwise, on behalf of residents within the jurisdiction, we will be forced to seek judicial relief. Please advise us no later than October 14, 2024 as to whether you would like to discuss a voluntary change to your current at-large system.

We look forward to your response.

Very truly yours,



Kevin I. Shenkman