



REPORT TO THE CITY COUNCIL

AGENDA ITEM NO.	16
COUNCIL MEETING	6/10/08
APPROVED BY	
<i>[Signature]</i>	
DEPARTMENT DIRECTOR	
CITY MANAGER <i>[Signature]</i>	

June 10, 2008

FROM: PATRICK N. WIEMILLER, Director *PW*  
Public Works Department

BY: SCOTT L. MOZIER, PE, City Engineer/Assistant Director *SM*  
Public Works Department, Engineering Division

SUBJECT: APPROVE AN AGREEMENT WITH THE CITY OF CLOVIS FOR CONSTRUCTION AND MAINTENANCE OF MEDIAN ISLAND LANDSCAPING ON WILLOW AVENUE BETWEEN ALLUVIAL AVENUE AND TEAGUE AVENUE (LOCATED IN COUNCIL DISTRICT 6)

**KEY RESULT AREA**

One Fresno

Presented to City Council  
 Date: 6/10/08  
 Disposition: rec. approved

**RECOMMENDATION**

Staff recommends that the Council approve an Agreement with the City of Clovis for Construction and Maintenance of Median Island Landscaping on Willow Avenue between Alluvial Avenue and Teague Avenue.

**EXECUTIVE SUMMARY**

The proposed Agreement covers a joint project being undertaken by the cities of Fresno and Clovis for installation of median island landscaping along Willow Avenue between Alluvial Avenue and Teague Avenue. While each agency has been able to require the road widening and median curbing construction in this segment, the median landscaping has not previously been installed due to the need for a funding contribution from both agencies. Funding is now available in the current fiscal year capital improvement program budget for the City of Fresno's share of the median landscaping installation, utilizing Measure C Flexible funding for this median landscaping. The City of Clovis has retained Broussard Associates for the design and will be advertising for construction bids on the project. Upon completion, this segment of the Willow Avenue median landscaping will be maintained by the City of Clovis.

**KEY OBJECTIVE BALANCE**

This project best balances the three Key Objectives of Customer Satisfaction, Employee Satisfaction and prudent Financial Management. This project enables the City of Fresno to positively enhance the aesthetics of an important superarterial of the City of Fresno. Thus, increasing Customer Satisfaction as well as Employee Satisfaction. Financial Management will be achieved by sharing in the project cost with the City of Clovis.

• SUBJECT TO MAYOR'S VETO

Report to the City Council

Approve an Agreement with the City of Clovis for Willow Avenue Landscaping

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## **BACKGROUND**

Willow Avenue is the dividing line between the cities of Fresno and Clovis between Barstow Avenue and Shepherd Avenue. In the segment between Alluvial Avenue and Teague Avenue, the boundary is generally near the centerline of the roadway. Within this one-mile section, 75 percent of the permanent median island curbing has been constructed by development projects in the cities of Fresno and Clovis. While each agency has been able to require the road widening and median curbing construction in this segment, the median landscaping has not previously been installed due to the need for a funding contribution from both agencies. Funding is now available in the current fiscal year capital improvement program budget for the City of Fresno's share of the median landscaping installation, utilizing Measure C Flexible funding (\$150,000) for this median landscaping. The City of Clovis also has adequate funds available for their share of the project cost.

Prior to 2004, the City of Fresno would budget for median landscaping projects adjacent to subdivisions through the Capital Improvement budget. Thus at the time when the tracts were approved along Willow Avenue, the developer was not required to install the median island landscaping nor to contribute financially toward the median planting and irrigation. In 2004, the Council transferred responsibility for median island maintenance to the Public Works Department. Staff began conditioning new development projects with the requirement to landscape the median islands.

Staff from both agencies agreed that since Clovis had already contracted with Broussard Associates on a conceptual landscaping plan for Willow Avenue a number of years ago, that Clovis would take the lead on completing the final design, preparing bid documents, advertising and awarding the construction contract. City of Fresno staff have reviewed and approved the landscaping plans.

This segment of the Willow Avenue median landscaping will be maintained by the City of Clovis. The City of Fresno maintains the Willow Avenue median landscaping between Barstow and Herndon Avenues. It has been agreed that Clovis will maintain the landscaping between Herndon and Shepherd Avenues.

## **FISCAL IMPACT**

Funding for the project will be from Measure C Flexible funding. There will be no impact to the General Fund. One hundred percent of the landscape maintenance cost will be handled by the City of Clovis.

PNW/SLM/DC/eam  
Apprv Agrmt City of Clovis Median Isle Landscp Willow Av 6-10-08

Attachments: "A" – Interagency Agreement

**AGREEMENT**

1  
2  
3 THIS AGREEMENT, made and entered into this 21<sup>st</sup> day of July,  
4 2008, by and between the City of Clovis, a municipal corporation, hereinafter called  
5 CLOVIS, and the City of Fresno, a municipal corporation, hereinafter called FRESNO.

**RECITALS:**

6  
7 WHEREAS, CLOVIS and FRESNO recognize the need for the installation of a new  
8 infrastructure, as described in exhibit "A" attached hereto and made a part of this  
9 agreement, and

10 WHEREAS, the project as described in exhibit "A" is half within the jurisdiction of  
11 FRESNO and half within the jurisdiction of CLOVIS; and

12 WHEREAS, CLOVIS and FRESNO, while maintaining their respective jurisdictions,  
13 recognize it will be of mutual benefit to CLOVIS and FRESNO to efficiently perform the  
14 work as one joint construction project, upon the terms and conditions set forth below.

15 NOW, THEREFORE, it is mutually agreed as follows:

**AGREEMENT:**

16  
17 1. FRESNO and CLOVIS agree that the installation of new infrastructure as  
18 described by exhibit "A" shall be performed as a single construction project.

19 2. CLOVIS shall provide to FRESNO, for FRESNO review and approval,  
20 appropriate plan information concerning that portion of work to be performed within  
21 CLOVIS' area of jurisdiction. Staff cost for such review and approval shall be included in  
22 the total project cost and subject to reimbursement from project funds.

23 3. Each of the parties hereto shall bear an agreed upon share of the cost of the  
24 construction project as shown on the attached exhibit "A" . Such costs include, but are not  
25 limited to, design, right-of-way acquisition, construction, and construction inspection  
26 services. The estimated cost for this project is described in exhibit "A" . The FRESNO  
27 share shall be payable to CLOVIS, upon invoice, following project completion.  
28 Construction cost overruns shall be shared based on pro-rated construction cost ratio (cost

1 of work done within an agency's jurisdiction to total project cost).

2 4. CLOVIS shall furnish all design engineering, field inspection and testing as  
3 necessary for performance of the construction project work. FRESNO will provide periodic  
4 inspection/construction coordination of work within FRESNO jurisdiction being performed  
5 by CLOVIS. Staff cost to provide such periodic inspection/construction coordination shall  
6 be included in the total project cost and subject to reimbursement from project funds.

7 5. Both FRESNO and CLOVIS shall provide the environmental  
8 documents/studies required within their jurisdictions (including but not limited to California  
9 Environmental Quality Act (CEQA)). Staff cost for such environmental documents/studies  
10 shall be included in the total project cost and subject to reimbursement from project funds.

11  
12 6. It is understood that both the City Engineers of CLOVIS and FRESNO shall  
13 jointly approve necessary changes to the plans and specifications during construction of  
14 the project.

15 7. FRESNO shall issue a "NO FEE" encroachment permit for that work done  
16 within FRESNO area of jurisdiction. The contractor for the project shall apply for and  
17 obtain the encroachment permit from FRESNO. Staff cost for such construction  
18 inspection/coordination shall be included in the total project cost and subject to  
19 reimbursement from project funds.

20 8. CLOVIS shall be the responsible agency for traffic control at this location.  
21 CLOVIS will be 100% responsible for future maintenance cost for the landscaping and  
22 irrigation system. FRESNO and CLOVIS shall each bear their own respective  
23 maintenance costs for the repair or replacement of any median curbs or concrete  
24 maintenance bands within their own jurisdiction. This Section shall survive expiration or  
25 termination of this agreement.

26 9. FRESNO agrees to indemnify, save, hold harmless, and at CLOVIS' request,  
27 defend CLOVIS, its officers, agents and employees from any and all costs and expenses,  
28 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or

1 corporation who may be injured or damaged by the performance, or failure to perform, of  
2 FRESNO, its officers, agents and employees, under this Agreement. This Section shall  
3 survive expiration or termination of this Agreement.

4 10. CLOVIS agrees to indemnify, save, hold harmless, and at FRESNO'S  
5 request, defend, FRESNO, its officers, agents and employees from any and all costs and  
6 expenses, damages, liabilities, claims, and losses occurring or resulting to any person,  
7 firm, or corporation who may be injured or damaged by the performance, or failure to  
8 perform, of CLOVIS, its officers, agents and employees, under this Agreement. This  
9 Section shall survive expiration or termination of this Agreement.

10 11. The provisions of this Agreement are severable. The invalidity or  
11 unenforceability of any one provision in this Agreement shall not affect the other provisions.

12 12. Each party acknowledges that it has read and fully understands the content  
13 of this Agreement. This Agreement represents the entire and integrated agreement  
14 between the parties with respect to the subject matter hereof and supersedes all prior  
15 negotiations, representations or agreements, either written or oral. This Agreement may  
16 be modified only by written instrument duly authorized and executed by both FRESNO and  
17 CLOVIS.

18 13. Within sixty (60) calendar days following the completion and acceptance of  
19 the project, CLOVIS shall furnish to FRESNO a set of AS-BUILT plans.

20 14. TERMINATION: This agreement shall remain in full force and effect until  
21 amended by mutual consent of the parties.

22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day  
2 and year first herein above written.

3  
4 CITY OF FRESNO:  
5 (FRESNO)

CITY OF CLOVIS  
(CLOVIS)

6 BY: *Scott Mozier*  
7 Scott Mozier, PE, ASSISTANT DIRECTOR,  
8 DEPARTMENT OF PUBLIC WORKS

BY: *Steven E. White*  
STEVEN E. WHITE  
CITY ENGINEER

9 APPROVED AS TO LEGAL FORM

REVIEWED AND RECOMMENDED FOR  
APPROVAL

10 BY: *James C. Sanchez*  
11 JAMES C. SANCHEZ,  
12 CITY ATTORNEY

BY: *John R. Wright*  
JOHN R. WRIGHT, PLANNING AND  
DEVELOPMENT SERVICES DIRECTOR  
*Kathy Millisen, City Manager*

APPROVED AS TO LEGAL FORM

14 ATTEST: REBECCA E. KLISCH  
15 CITY CLERK

16 BY: *Edvia Somerville*  
17 *Deputy*

BY: *David J. White* *for*  
DAVID J. WHITE, *David Wolfe*  
CLOVIS CITY ATTORNEY

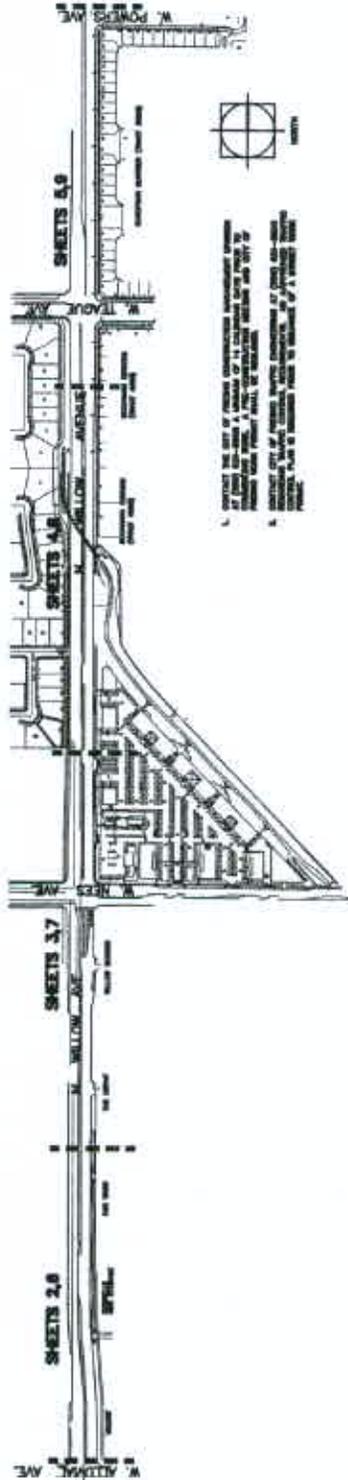


EXHIBIT A  
**WILLOW AVENUE**  
**MEDIANS**  
 Clovis, California

SHEET INDEX	
05	COVER SHEET
2 TO 5	IRRIGATION PLANS
6 TO 9	PLANTING PLANS
10	IRRIGATION & PLANTING DETAILS



SHEET INDEX



LANDSCAPE SUMMARY	
PLANTING	100
IRRIGATION	100
TOTAL	200

1. THESE PLANS ARE THE PROPERTY OF BROUSSARD ASSOCIATES AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BROUSSARD ASSOCIATES.

**BROUSSARD ASSOCIATES**  
 LANDSCAPE ARCHITECTS



APPROVALS

CITY OF CLOVIS	
DATE	10/15/08
PROJECT	WILLOW AVE. MEDIANS
LOCATION	WILLOW AVE. MEDIANS
SCALE	AS SHOWN
DATE	10/15/08
BY	COVER SHEET

# EXHIBIT "A"

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N. Willow Avenue Medians  
City of Clovis

Engineer's Opinion of Probable Construction Cost

June 2, 2008

Item No.	Description	Quantity	Unit	Unit Cost	Extension
1	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00
2	Clearing and Grubbing	1	LS	\$ 2,000.00	\$ 2,000.00
3	Traffic Control, Public Convenience, and Safety	1	LS	\$ 2,000.00	\$ 2,000.00
4	Dust Control	1	LS	\$ 1,000.00	\$ 1,000.00
5	Stamped Concrete Apron	18,107	SF	\$ 7.00	\$ 126,749.00
6	Landscape Irrigation System	1	LS	\$ 50,000.00	\$ 50,000.00
7	Landscaping	1	LS	\$ 100,000.00	\$ 100,000.00
8	Miscellaneous Facilities and Operations	1	LS	\$ 6,251.00	\$ 6,251.00
				<b>Total Construction Cost:</b>	<b>\$ 300,000.00</b>

June 11, 2008

Council Adoption: 6/11/08  
Mayor Approval:  
Mayor Veto:  
Override Request:

RECEIVED

TO: MAYOR ALAN AUTRY

FROM: REBECCA E. KLISCH, CMC  
City Clerk

*REK* 2008 JUN 19 PM 4:06  
CITY CLERK, FRESNO CA

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 6/11/08, Council took legislative action entitled **Appv agrmnt w/Clovis median island landscaping, Willow bet. Alluvial/Teague Aves**, Item No. 1G, by the following vote:

Ayes	:	Calhoun, Caprioglio, Dages, Duncan, Perea, Sterling, Xiong
Noes	:	None
Absent	:	None
Abstain	:	None

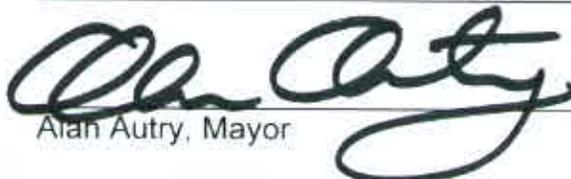
Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before June 23, 2008. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10<sup>th</sup> day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

\*\*\*\*\*

**APPROVED:**

**VETOED** for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)

  
Alan Autry, Mayor

Date: 6/19/08

**COUNCIL OVERRIDE ACTION:**

Date: \_\_\_\_\_

Ayes	:
Noes	:
Absent	:
Abstain	: