



CITY of CLOVIS

AGENDA • CITY COUNCIL MEETING

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060
www.cityofclovis.com

September 7, 2021

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; you may participate by calling in by phone (see “Verbal Comments” below); and you may view the meeting which is webcast and accessed at www.cityofclovis.com/agendas.

Written Comments

- Members of the public are encouraged to submit written comments at: 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.

Verbal Comments

- If you wish to speak to the Council on an item by telephone, you should contact the City Clerk at (559) 324-2060 no later than 4:00 p.m. the day of the meeting.
- You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into Webex to participate in the meeting. Staff recommends participants log into the Webex at 5:30 p.m. the day of the meeting to perform an audio check.
- All callers will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
- You will be able to speak to the Council for up to five (5) minutes.

Webex Participation

- Reasonable efforts will be made to allow written and verbal comment from a participant communicating with the host of the virtual meeting. To do so, a participant will need to chat with the host and request to make a written or verbal comment. The host will make reasonable efforts to make written and verbal comments available to the City Council. Due to the new untested format of these meetings, the City cannot guarantee that these written and verbal comments initiated via chat will occur. Participants desiring to make a verbal comment via chat will need to ensure that they accessed the meeting with audio transmission capabilities.

CALL TO ORDER

FLAG SALUTE - Councilmember Ashbeck

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

1. Presentation of Proclamation Honoring the 40th Anniversary of Hinds Hospice and Recognition of Hinds Hospice Week.

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

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

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

- [2.](#) Administration - Approval - Minutes from the August 2, 2021 Council Meeting.
- [3.](#) Administration - Approval – Waive the normal purchasing process and approve the purchase of Storage Area Network equipment from AMS.net using the Focus contract, a competitively bid contract with purchasing provisions for local government agencies.
- [4.](#) Administration – Approval – Res. 21-____, Amending the 2021-2022 Planning and Development Services Budget, and Authorize the City Manager to enter into an Agreement with the Clovis Rodeo Association for City use of Rodeo Grounds Facilities.
- [5.](#) Administration – Approval – Request For Street Closure To Hold Coffee And Beer Festival On Pollasky Avenue Between Spruce Avenue and Park Creek Drive on Saturday, October 30.
- [6.](#) Administration - Receive and File – Community and Economic Development Department July 2020 – June 2021 Report and Department Overview.
- [7.](#) Administration - Approval – A Request to Rename Wrenwood Avenue from Fowler Avenue to the west to Amber Avenue to the east to “Jenna Prandini Drive” just north of Clovis High School.
- [8.](#) Fire – Approval – Res. 21-____, Amending the Fire Department Budget for FY 2021-2022 to reflect an award amount of \$31,000 in 2020 State Homeland Security Grant Program (SHSGP) to fund Fire Department equipment.
- [9.](#) General Services – Approval – Res. 21-____, Amending the City's FY 2021-2022 Position Allocation Plan by Deleting Separate Engineer I and Engineer II/Civil Engineer Series and Creating a Single Engineer I/Engineer II/Civil Engineer Series in the Budget.
- [10.](#) General Services – Approval – Res. 21-____, Amending the City's FY 21-22 Position Allocation Plan by adding one (1) Deputy City Planner position and deleting one (1) Senior Planner position; and adding one (1) Staff Analyst position and deleting one (1) Principal Office Assistant position within the Planning and Development Services Department.
- [11.](#) General Services - Approval – A One Year Contract Extension with Focus Packaging for City-Wide Janitorial Supplies from September 22, 2021 through September 21, 2022.
- [12.](#) Police – Approval – Waive the normal purchasing process and approve the upgrade and sole source purchase of Tyler Technologies Enterprise Law Enforcement Records Management System (LERMS).
- [13.](#) Police – Approval – Waive the normal purchasing process and approve the purchase of dispatch console workstations for the Clovis Police Department 911 Communications Center.
- [14.](#) Planning and Development Services – Receive and File – Annual Department Newsletter.
- [15.](#) Planning and Development Services - Approval – Res. 21-____, A request to authorize the City Manager to execute a consultant agreement between the City of Clovis and LSA for the preparation of an Environmental Impact Report (EIR) and related services

covering approximately ±888 acres of property located on the north side of Shepherd Avenue, between N. Willow and N. Sunnyside Avenues. Heritage Development Company on behalf of the Ricchiuti family entities (Vincent Ricchiuti & Leland Parnagian), applicant.

- [16.](#) Planning and Development Services - Approval – Res. 21-____, A request authorizing the City Manager to execute a consulting agreement between the City of Clovis and LSA for the preparation of SB-2 grant funded technical studies addressing biological resources, cultural resources, and agricultural resource evaluation. The study area will encompass approximately ±1,322 acres of property located on the north side of Shepherd Avenue, between N. Willow and N. Sunnyside Avenues. City of Clovis, applicant.
- [17.](#) Planning and Development Services - Approval – Final Acceptance for CIP 18-14 Well 11A Pump and Motor Improvements.
- [18.](#) Planning and Development Services - Approval – Final Acceptance for CIP 21-01, Rubberized Cape Seal 2021.
- [19.](#) Planning and Development Services - Approval – Final Acceptance for CIP 20-07 Fire Station 6 Off-site Improvements.
- [20.](#) Public Utilities – Approval – Waive Formal Bidding Procedures and Authorize the City Manager to Execute a Contract with SCS Field Services to Replace and Install Landfill Gas (LFG) Extraction Wells at the Clovis Landfill.

PUBLIC HEARINGS - A public hearing is an open consideration within a regular or special meeting of the City Council, for which special notice has been given and may be required. When a public hearing is continued, noticing of the adjourned item is required as per Government Code 54955.1.

- [21.](#) Consider Approval - Res. 21-____, Adoption of the City of Clovis 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds.

Staff: Andrew Haussler, Community and Economic Development Director
Recommendation: Approve

- [22.](#) Consider items associated with approximately 1.6 acres of property located along the east side of Osmun Avenue and the west side of Baron Avenue, north of Second Street. TGP Investments LLC & Flyline Investments, owner/applicant; Dirk Poeschel, Representative. (Continued from 7/19/21 - staff is further recommending this item be continued to a date uncertain.)

a) Consider Approval - Res. 21-____, GPA2018-003, A request to amend the General Plan to re-designate from the Medium Density Residential (4.1 to 7.0 DU/Ac) to the Very High Density Residential (25.1 to 43.0 DU/Ac) classification for future development.

b) Consider Introduction - Ord. 21-____, R2018-009, A request to approve a rezone from the R-1 (Single Family Residential - 6,000 Sq. Ft.) to the R-4 (Very High Density Multiple Family Residential) Zone District.

Staff: George González, Senior Planner
Recommendation: Continue to a date uncertain

COUNCIL ITEMS

- [23.](#) Consider Approval – A Request from the Nisei Farmers League for Letters of Support for Amendments to the Farm Workforce Modernization Act of 2021 (H.R. 1603) to include Packing Houses and Processing Facilities.

Staff: Luke Serpa, City Manager

Recommendation: Approve

- [24.](#) Consider Approval – Appointment to the Consolidated Mosquito Abatement District.

Staff: Luke Serpa, 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.

25. Government Code Section 54956.9(d)(1)
Conference with Legal Counsel – Existing Litigation
Claimant Paul Lee v. City of Clovis
26. Government Code Section 54957
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: City Manager

ADJOURNMENT

MEETINGS AND KEY ISSUES

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

- Sep. 13, 2021 (Mon.)
Sep. 20, 2021 (Mon.)
Oct. 4, 2021 (Mon.)
Oct. 11, 2021 (Mon.) (Joint Meeting with CUSD)
Oct. 18, 2021 (Mon.)

CITY *of* CLOVIS
PROCLAMATION

HONORING
The 40th Anniversary of Hinds Hospice and
Recognition of Hinds Hospice Week

WHEREAS, the Hinds Hospice is celebrating their 40th Anniversary and recognizing Hinds Hospice Week of September 6 - 11, 2021; and

WHEREAS, the Hinds Hospice team and Nancy Hinds have been actively leading and educating medical professionals about its patient-centered approach to end-of-life care throughout the state, the nation, and the international medical community; and

WHEREAS, Hinds Hospice provides a first of its kind in-home hospice care center with skilled nursing for terminally ill patients; it has expanded its hospice care and support services to patients and families in communities throughout the Central San Joaquin Valley, regardless of the individual's ability to pay; and

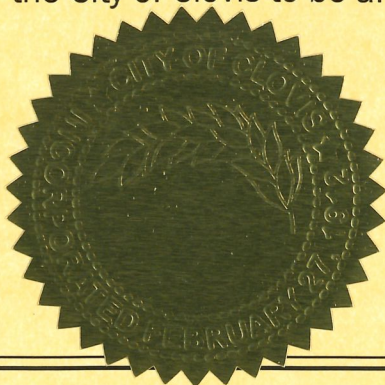
WHEREAS, the grief and bereavement support that Hinds Hospice provides through the Center for Grief and Healing has an essential part of the Hinds Hospice care model and a key part of the Hinds Hospice mission and care philosophy.

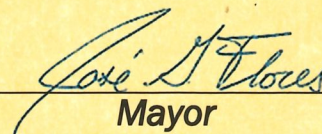
NOW, THEREFORE, BE IT RESOLVED, that the Clovis City Council recognizes the

40th Anniversary of Hinds Hospice
And Hinds Hospice Week

for their continued focus on upholding the dignity and easing the suffering of the terminally ill while supporting those who are grieving in our communities.

IN WITNESS THEREFORE, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed the 7th day of September, 2021.





 Mayor

CLOVIS CITY COUNCIL MEETING

August 2, 2021

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Flores
Flag Salute led by Councilmember Whalen

Roll Call: Present: Councilmembers Ashbeck, Bessinger, Mouanoutoua, Whalen
Mayor Flores
Absent: None

PRESENTATION

ITEM 1 – 6:02 - PRESENTATION OF PROCLAMATION DECLARING AUGUST 1–7, 2021 INTERNATIONAL ASSISTANCE DOG WEEK.

Councilmember Bessinger presented a proclamation to Ed Crain declaring August 1–7, 2021 International Assistance Dog Week.

ITEM 2 – 6:08 - RECOGNITION OF LONG TERM PLANNING AND DEVELOPMENT SERVICES EMPLOYEES PLANS EXAMINER JOHN MACISAAC AND SENIOR BUILDING INSPECTOR MIKE MCLEMORE UPON THEIR RETIREMENT ON AUGUST 6, 2021.

City Building Official Doug Stawarski made a presentation recognizing long term Planning and Development Services Employees Plans Examiner John MacIsaac and Senior Building Inspector Mike McLemore upon their retirement on August 6, 2021.

PUBLIC COMMENTS – 6:17 - NONE

CONSENT CALENDAR – 6:18

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, that the items on the Consent Calendar be approved, including the waiver of the reading of the ordinance. Motion carried by unanimous vote.

- 3. Administration – Approved - Minutes from the July 19, 2021 Council Meeting.
- 4. Administration - Adopted - **Ord. 21-04**, R2021-004, a request to rezone approximately 2.71 acres of land located near the southeast corner of Sierra Vista Parkway and Shaw Avenue, from the C-P (Administrative/Professional Office) Zone District to the C-2 (Commercial Community) Zone District. (Vote: 5-0)
- 5. Administration - Received and Filed – Economic Development Corporation Serving Fresno County Quarterly Report, April – June 2021.
- 6. Administration - Approved – **Res. 21-86**, Authorizing submission of an application to the California State Department of Housing and Community Development for funding under the CalHome Program; and Authorizing the City Manager to execute the Standard Agreement if selected for such funding and any Amendments thereto; and any related documents necessary to participate in the CalHome Program.

7. Finance – Approved – **Res. 21-87**, Approving the submittal of the 2021-2022 Transportation Funding Claim to the Council of Fresno County Governments.
8. Fire – Approved – **Res. 21-88**, Confirming Weed and Rubbish Abatement Charges for 2021.
9. General Services – Approved – **Res. 21-89**, Amending the City’s Classification Plan by Revising the Police Officer Recruit/Lateral, Police Corporal, and Police Sergeant Classifications.
10. General Services – Approved – **Res. 21-90**, Amending the City’s FY 2021-2022 Position Allocation Plan by Adding One (1) Animal Services Aide Position.
11. Planning and Development Services - Approved - **Res. 21-91**, Supporting and Implementing the "Timely Use of Funding" as required by AB1012 for Candidate 2021-22 Federal Transportation Act, FAST Act Projects.
12. Planning and Development Services – Approved – Bid Award for CIP 20-11 Clovis Avenue Street Rehabilitation; and Authorize the City Manager to execute the Contract on behalf of the City.
13. Planning and Development Services – Approved – **Res. 21-92**, Bid Award for CIP 19-03 Hydronic Piping Replacement; and Authorize the City Manager to Execute the Contract on behalf of the City. Amend the 2021-2022 Community Investment Program Budget for General Government Facilities, Civic Center Hydronic Piping Replacement.
14. Public Utilities - Approved – Final Acceptance for CIP 20-04, Pasa Tiempo Park Pour-In-Place Rubber Surfacing.

ADMINISTRATIVE ITEMS

ITEM 15 – 6:19 - ADOPTED - **ORD. 21-05**, R2021-005, REZONING APPROXIMATELY 3.54 ACRES OF LAND LOCATED NEAR THE NORTHEAST CORNER OF SHAW AND LOCAN AVENUES FROM THE P-F (PUBLIC FACILITIES) ZONE DISTRICT TO THE R-1 (SINGLE-FAMILY RESIDENTIAL 6,000 SF) ZONE DISTRICT. (VOTE: 4-0-0-1 WITH MAYOR FLORES ABSTAINING)

Mayor Flores indicated that he had a conflict of interest due to proximity to property he owns and left the dais at 6:19.

Motion by Councilmember Whalen, seconded by Councilmember Bessinger, for the Council to adopt **Ord. 21-05**, R2021-005, rezoning approximately 3.54 acres of land located near the northeast corner of Shaw and Locan Avenues from the P-F (Public Facilities) Zone District to the R-1 (Single-Family Residential 6,000 SF) Zone District. Motion carried 4-0-0-1 with Mayor Flores abstaining.

Mayor Flores returned to the dais at 6:21.

COUNCIL ITEMS

ITEM 16 – 6:22 - APPROVED – DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES’ ANNUAL CONFERENCE AND BUSINESS MEETING ON SEPTEMBER 22-24, 2021.

Motion by Councilmember Whalen, seconded by Councilmember Bessinger, for the Council to appoint Mayor Flores as primary voting delegate and Councilmember Mouanoutoua as the alternate for the League of California Cities' Annual Conference and Business Meeting on September 22-24, 2021. Motion carried by unanimous vote.

CLOSED SESSION - 6:30

17. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
SEMI-ANNUAL LITIGATION UPDATE

COURT CASES

1. Desiree Martinez, Maria De Jesus Sanchez v. City of Clovis, et al.
2. Debra Lindsay v. City of Clovis
3. City of Clovis v. Greg A. Borden, et al.
4. City of Clovis v. Karimkhanzan, et al.
5. Brianne Glick v. City of Clovis
6. Dimitrios Kastis v. City of Clovis et. al.
7. Bryon Espinosa v. City of Clovis
8. Clayman v. City of Clovis
9. Lisa De Gunya v. Multiple Defendants, Including the City of Clovis, Police Chief Curt Fleming, Clovis Police Officers Timothy Dronek and Anthony Puente
10. Cortney Rider, The Estate of Tierney Cooper-McCann, The Estate of Judith Cooper v. Dave McCann, City of Clovis Police Department
11. Sandra Culpepper v. City of Clovis
12. County of Santa Cruz, et al v. Bureau of Cannabis Control, et al.

CLAIMS

13. Richard Darby v. City of Clovis
14. Max Spohn v. City of Clovis
15. Jasbir Singh v. City of Clovis
16. Joe Valenzuela v. City of Clovis
17. George Beal v. City of Clovis
18. Rachel Bartel v. City of Clovis
19. Melissa Robles v. City of Clovis
20. Nancy Mendez v. City of Clovis
21. Hermandeep Nagra v. City of Clovis *

* COUNCIL MEMBER MOUANOUTOUA AND MAYOR PRO TEM ASHBECK HAVE ABSTAINED FROM THIS MATTER. THIS ITEM IS NOT FOR THEIR ATTENTION.

ADMINISTRATIVE CASES

22. Judith Sigala v. City of Clovis (Industrial Relations Complaint)

OTHER

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

Mayor Flores adjourned the meeting of the Council to September 7, 2021

Meeting adjourned: 6:48 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration Department

DATE: September 7, 2021

SUBJECT: Administration - Approval – Waive the normal purchasing process and approve the purchase of Storage Area Network equipment from AMS.net using the Focus contract, a competitively bid contract with purchasing provisions for local government agencies.

ATTACHMENTS: None

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to waive the normal purchasing process and approve the purchase of Storage Area Network equipment from AMS.net in the amount of \$88,284.89.

EXECUTIVE SUMMARY

Over the last several years, staff has implemented virtualized servers and infrastructure in its datacenters to consolidate its servers. The system in the police department datacenter supports approximately 65 servers including the Computer Aided Dispatch (CAD) systems, Records Management Systems and many other public safety applications. This has proven to be an effective replacement model for most servers. Instead of purchasing individual servers for each program or application, a virtual infrastructure (consisting of 3 servers and a Storage Area Network (SAN) system) was purchased. This has provided a significant cost savings and a great return on investment.

A Request for Proposals was recently completed (July 2021) for a SAN system for the Public Utilities datacenter. AMS.net was selected as they provided the most cost effective and responsive proposal. Staff is recommending that City Council waive the normal purchasing process and approve the purchase of a similar SAN system for the Police Department datacenter from AMS.net using the Focus contract, a competitively bid contract with purchasing provisions for local government agencies.

BACKGROUND

In the Police Department datacenter, the Information Technology Division supports over 65 virtual servers for its public safety applications and other records management systems. It has proven to be an effective replacement model for most servers. For example, instead of purchasing individual servers for all these applications, only 3 physical servers and a SAN were purchased. This model provides a significant cost savings and has proven to be a great return on investment.

Within the last year, it became apparent that with the anticipated growth and the planned upgrades to several Public Safety applications, the virtual environment will soon run out of available resources and is in need of expansion. Staff analyzed the feasibility of adding resources to this virtual infrastructure to accommodate this growth but were told by the vendor that although they were still supporting the current system until August 2023, all enhancements and product development had been phased out. Since this SAN is the foundation to many core systems in this datacenter, staff is recommending a new SAN be implemented. This would work best for the future growth of the Police Department's growing computing needs and will provide the needed support, redundancy, and reliability for the critical applications it will host. Additionally, the investment made for the current SAN will not be lost. This system will be repurposed for use at the city's disaster recovery datacenter as it still has at least 2-3 more years of life expectancy.

Staff recently developed and issued a Request for Proposals (RFP) for Storage Area Network equipment and implementation services. This RFP was awarded by City Council to AMS.net in July 2021. At that time, AMS.net submitted a proposal for an IBM SAN system and staff found that the technological specifications of the proposed system (such as design, enterprise grade components, expandability and life expectancy), the firm's project management and technical capabilities; and references from other California Local Government Agencies, all met or exceeded the requirements of the RFP. Additionally, the proposal from AMS.net was the lowest cost proposal and they have an office in the Fresno area.

When comparing the specifications needed for the Police datacenter to that of the Public Utilities datacenter, they are almost identical. The only difference is the amount of storage needed at launch, with the police site needing more as it is hosting more servers at this time. Therefore, instead of delaying the process by reissuing another RFP, staff is recommending that City Council waive the normal purchasing process for this equipment and approve the purchase from AMS.net using competitively bid FOCUS Contract that has purchasing provisions for local government agencies.

FISCAL IMPACT

The total cost for the SAN, networking equipment and implementation services is \$88,284.89. Funds have been allocated in the IT Division budget.

REASON FOR RECOMMENDATION

There continues to be significant use and we are anticipating growth in the Police Department data center storage and computing needs. The virtualized environment has proven to be an

effective and cost efficient model as compared to buying individual servers for each City system/application. By standardizing on this new platform, the City will see many benefits, including maintaining compatibility, increased efficiency and a consistent system interface for training staff on troubleshooting and problem resolution of the SAN systems.

ACTIONS FOLLOWING APPROVAL

Staff will order the storage and network equipment. When it arrives, it will be configured and seamlessly integrated into the Police Department data center environment.

Prepared by: Jesse Velez, IT Deputy Director

Reviewed by: City Manager *JH*



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 7, 2021

SUBJECT: Administration – Approval – Res. 21-____, Amending the 2021-2022 Planning and Development Services Budget, and Authorize the City Manager to enter into an Agreement with the Clovis Rodeo Association for City use of Rodeo Grounds Facilities.

ATTACHMENTS: 1. Resolution 21-____
2. Draft Agreement

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to approve a resolution amending the 2021-2022 Planning and Development Services Budget; and
2. Authorize the City Manager to enter into an Agreement with the Clovis Rodeo Association for City use of the Rodeo Grounds facilities.

EXECUTIVE SUMMARY

City of Clovis staff uses the facilities of the Rodeo Grounds several times per year for various reasons. Over the years the Rodeo Association has never been compensated for the use of their facilities. The City desires to continue to use the Rodeo Grounds facilities for various functions, including employee training opportunities and other City events.

The Rodeo Association has recently completed the construction of a viewing pavilion at the Rodeo Grounds, and the associated building and engineering permit fees owed to the City for the new pavilion are approximately \$10,000.00. Staff is recommending that City Council authorize staff to waive the building and engineering permit fees for the pavilion project in return for the Rodeo Association agreeing to allow the City to use the Rodeo Grounds facilities for various City functions and events.

If the agreement is approved, the City shall have the right to use the Rodeo Grounds facilities up to five (5) times a year for three (3) years for City functions and events as determined by the City and as mutually arranged by the City Manager and the president of the Association board.

Attachment 1 is a resolution to reimburse Planning & Development Services \$10,000 from the General Fund. Attachment 2 is the draft agreement between the City and the Rodeo Association.

FISCAL IMPACT

Approval of the resolution will transfer \$10,000 to Planning & Development Services from the General Fund.

REASON FOR RECOMMENDATION

Staff has used the Rodeo Grounds Facilities for years and this agreement provides a means to continue to use the facilities over the next three years in exchange for waiving the building and engineering permit fees for the pavilion project.

ACTIONS FOLLOWING APPROVAL

If approved staff will execute the Agreement and implement actions associated with it.

Prepared by: John Holt, Assistant City Manager

Reviewed by: City Manager 

RESOLUTION 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AN AMENDMENT TO THE FY 2021-2022 BUDGET**

WHEREAS, the City Council adopted the FY2021-2022 City budget on June 14, 2020; and

WHEREAS, the City Council has agreed that, in exchange for use of the Clovis Rodeo Grounds, it will waive certain incurred building and engineering permit fees; and

WHEREAS, the pertinent building and engineering permit fees have been estimated to be \$10,000; and

WHEREAS, the City Council determines that a transfer of funds is necessary to reimburse the Planning and Development Services Fund for said fees; and

WHEREAS, it has been determined that the funds for this transfer shall be made from the General Fund in the amount of \$10,000.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of The City of Clovis hereby approves the budget amendment as shown in the "Summary of Transfers by Fund 2021-22" as shown as Attachment A of Attachment 1.

* * * * *

The foregoing resolution was approved at the regularly scheduled meeting of the Clovis City Council on the 7th day of September, 2021, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated:

Mayor

City Clerk

ATTACHMENT 1

SUMMARY OF TRANSFERS BY FUND 2021-22

Transfer In

Fund		
Planning and Development Services	\$	10,000
Total	\$	<u>10,000</u>

Transfer Out

Fund		
General	\$	10,000
Total	\$	<u>10,000</u>

ATTACHMENT A OF ATTACHMENT 1

CLOVIS RODEO GROUNDS FACILITIES USE AGREEMENT

This Clovis Rodeo Grounds Facilities Use Agreement (“Agreement”) is entered into effective as of September 7, 2021 (“Effective Date”) between the City of Clovis, a California municipal corporation (“City”) and the Clovis Rodeo Association (“Association”), pursuant to the following recitals, which are a substantive part of this Agreement:

RECITALS

A. The Association owns the Clovis Rodeo grounds located at 748 Rodeo Drive, Clovis, CA 93612, which hosts the annual Clovis Rodeo and other events and is made up of various buildings, grandstands, bleachers, pavilions, parking areas, and other facilities (hereinafter “Rodeo Ground Facilities”).

B. The City desires to use the Rodeo Ground Facilities for various functions, including employee training opportunities and other City events.

C. The Association has recently completed the construction of a viewing pavilion at the Rodeo Grounds, and the associated building and engineering permit fees owed to the City for the new pavilion are \$10,000.00.

D. In accordance with the terms of this Agreement, City is willing to waive the building and engineering permit fees for the pavilion project in return for the Association agreeing to allow the City to use the Rodeo Ground Facilities for various City functions and events.

NOW, THEREFORE, City and Association agree as follows:

AGREEMENT

1. Use of Rodeo Ground Facilities. City shall have the right to use the Rodeo Ground Facilities up to five (5) times a year for three (3) years after the Effective Date for City functions and events as determined by the City and as mutually arranged by the City Manager and the president of the Association board. Such authorized use has value to the City given the proximity of the Rodeo Ground Facilities and in reducing the need and cost of renting other facilities.

2. Building and Planning Permit Fees for Pavilion. In return for the use of the Rodeo Ground Facilities in accordance with Section 1, the City waives the applicable City building and engineering permit fees associated with the new pavilion constructed by the Association at the Rodeo Grounds. Nothing herein shall prevent the City, in its sole discretion, from transferring City funds to reimburse the Planning and Development Services Fund for the fees waived herein.

3. Insurance and Indemnity. City shall maintain adequate self-insurance or policies of insurance to cover any of its activities at the Rodeo Ground Facilities. The City shall indemnify, defend, and hold the Association harmless from and against all costs, claims, damages or liabilities, including without limitation property damage and personal injury, arising out of or relating to the City’s use of the Rodeo Ground Facilities pursuant to this Agreement, except to the extent caused by the negligence or willful misconduct of the Association.

4. Voluntary Agreement; Authority to Execute. The parties each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties further represent that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority from their governing bodies to execute this Agreement on behalf of the respective party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth herein.

CLOVIS RODEO ASSOCIATION

CITY OF CLOVIS

By: _____
_____, President

By: _____
Luke Serpa, City Manager

J:\WDOCS\00607\001\AGT\00889824.DOCX



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 7, 2021

SUBJECT: Administration – Approval – Request For Street Closure To Hold Coffee And Beer Festival On Pollasky Avenue Between Spruce Avenue and Park Creek Drive on Saturday, October 30.

ATTACHMENTS: 1. Request from Beal Properties
2. Letter to Residents, Merchants, and Property Owners
3. Site Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

For City Council to approve a request from Beal Properties for temporary street closure to hold a coffee and beer festival on Pollasky Avenue between Spruce Avenue and Park Creek Drive on Saturday, October 30.

EXECUTIVE SUMMARY

Beal Properties, owner of Rare Earth Coffee, has requested temporary closure of Pollasky Avenue between Spruce Avenue and Park Creek Drive on Saturday, October 30, 2021 to hold a Coffee and Beer Festival event.

The event will take place on Pollasky Avenue as well as the adjacent property located in the east side of this section of Pollasky.

BACKGROUND

Staff received a request from Beal Properties for the temporary closure of Pollasky Avenue between Spruce Avenue and Park Creek Drive on Saturday, October 30 to hold a Coffee and Beer Festival event. (Attachment 1)

City of Clovis staff is working closely with the applicant to manage the closure, traffic control, temporary liquor license, and Fresno County Department of Environmental Health, as well as details associated with security needs, solid waste disposal, and fire prevention.

On August 20, 2021, staff notified all businesses and property owners located within Dry Creek Industrial Park of this request and solicited comments and concerns related to the street closure. Additionally, the applicant visited all businesses within the business park. To date, staff has received no comments. (Attachment 2)

FISCAL IMPACT

None.

The promoter will bear all costs associated with this event. These may include additional Police and Fire services and additional trash pick-up.

REASON FOR RECOMMENDATION

The City of Clovis has positioned itself as a city that values outdoor activities and has made successful efforts to build infrastructure that supports this position. 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. Providing opportunities for community events and activities is a tool that leads to strong economic growth.

ACTIONS FOLLOWING APPROVAL

1. Staff will notify Beal Properties to inform them of Council's decision.
2. Staff will continue working with event promoter, residents, businesses, and property owners to help eliminate possible problems that may arise due to the street closure for this event.

Prepared by: Shawn Miller, Business Development Manager

Reviewed by: City Manager 



City of Clovis SPECIAL EVENT Worksheet

1. Name of Event: Clovis Coffee Fest and Clovis Craft Beer Fest

2. Date/Time of Event: Saturday, October 27th 9am-2pm (coffee fest) 4pm-9pm (craft beer fest)

3. Will your event require street closure(s) Yes: No:

a. If yes, what time will the streets close and reopen? Closed 7am Opened 11pm

4. Name of Promoter: Rare Earth Coffee and Beal Properties Inc

5. Contact Person: Trevor or Ernie Beal

6. Address: 587 Park Creek Drive Clovis, Ca. 93611

7. Phone: 559-297-6830 8. Fax: 559-297-7519

9. Email: bealpropertiesinc@gmail.com 10. Cell: 559-283-6844

11. Location of Event: 587 Park Creek Drive Clovis, Ca 93611

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? Independent local breweries

14. Will you, or your vendors be serving food / other refreshments? Yes: No:

If Yes:

a: What are the dimensions of the food tents? All food vendors are food trucks.

15. Besides food and beverage, will there be other vendor's tents? Yes: No:

If Yes:

a: What are the dimensions of the tents? 10' by 10'

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-

Attachment Check List

- City of Clovis Facilities Use Permit
- Detailed map showing locations of all attractions, vendors, displays, booths and support services (portable toilets, trash receptacles, on-site emergency vehicles, fencing, barricades, additional signage, etc.)
- Detailed schedule for all attractions, vending, displays and booth operation. This should include load-in and load-out times, as well as set-up and breakdown times.
- Detailed schedule for restroom maintenance (including portable toilets), and trash pickup. Also include the name and contact information for person responsible for each of these duties.
- Detailed proposed traffic flow map showing locations of all barricades.
- Proof of adequate security.
- Proof of liability insurance naming the City of Clovis and City of Clovis Old Town Restrooms as additional insured.

INTERNAL USE ONLY

City Manager:

City Clerk:

Comm. & Econ. Dev. Director:

Finance:

Fire Chief:

General Services Director:

Police Chief:

Public Utilities:



CITY *of* CLOVIS

1033 FIFTH STREET • CLOVIS, CA 93612

August 20, 2021

Dear Clovis Residents, Merchants and Property Owners:

The City of Clovis has received a request from Beal Properties Inc. for temporary closure of Pollasky Avenue, between Spruce Avenue and Park Creek Drive to host a special event on Saturday, October 30, 2021 from 9:00 A.M. to 9:00 P.M.

Clovis City Council will consider approval of this request during their regular meeting on September 7, 2021.

Please forward any questions or concerns to me by Friday, September 3, 2021. I can be reached by phone at (559) 324-2083 or by email at shawnm@cityofclovis.com.

Sincerely,

Shawn Miller
City of Clovis

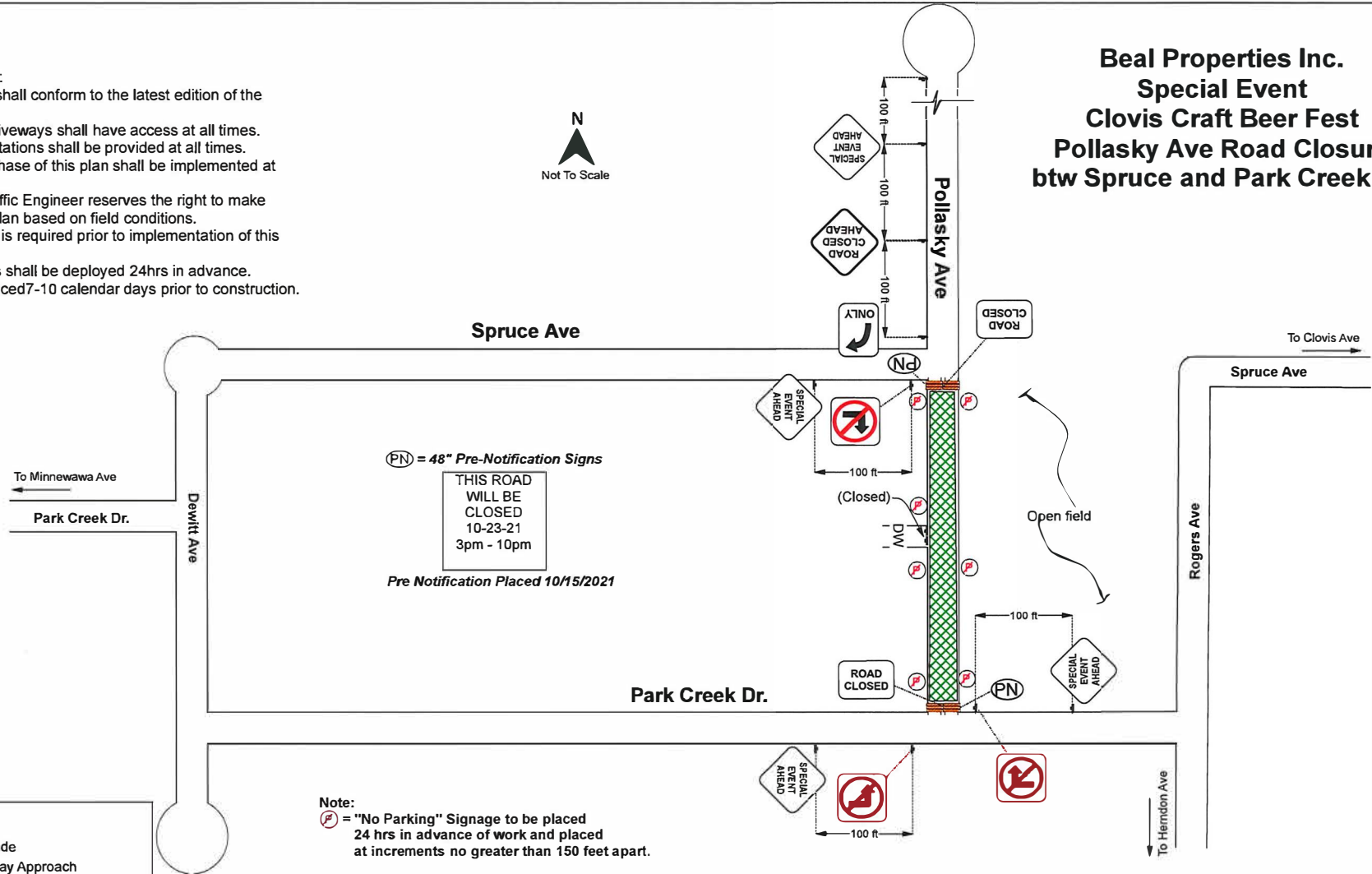
Attachment 2

City of Clovis Notes:

1. All traffic control shall conform to the latest edition of the CAMUTCD.
2. Bus stops and driveways shall have access at all times.
3. Access for Fire Stations shall be provided at all times.
4. No more that 1 phase of this plan shall be implemented at any time.
5. City of Clovis Traffic Engineer reserves the right to make changes to this plan based on field conditions.
6. A 48 hours notes is required prior to implementation of this plan.
7. No Parking Signs shall be placed 24hrs in advance.
8. All CMS to be placed 7-10 calendar days prior to construction.



**Beal Properties Inc.
Special Event
Clovis Craft Beer Fest
Pollasky Ave Road Closure
btw Spruce and Park Creek Dr.**



(PN) = 48" Pre-Notification Signs
 THIS ROAD
 WILL BE
 CLOSED
 10-23-21
 3pm - 10pm
 Pre Notification Placed 10/15/2021

Note:
 (P) = "No Parking" Signage to be placed
 24 hrs in advance of work and placed
 at increments no greater than 150 feet apart.

Legend

- = Barricade
- = Driveway Approach
- = No Parking
- = Pre-Notification
- = Road Closed
- = Work Zone

 ALERT-O-LITE Ph: (559) 265-4550 FAX: (559) 265-4549 Date: 7/21/2021 Drawn By: Christine AOL Job: 015624	CONTRACTOR: Beal Properties Inc.	PERMIT # _____ PROJ. # _____	START DATE: 10/23/2021 END DATE: 10/23/2021	TO BE SETUP BY: Alert-O-Lite TO BE MAINTAINED BY: Contractor	PHASE #. 1 of 1 PAGE #. 1 of 1
	PROJECT: Clovis Craft Beer Fest	TOTAL # OF DAYS: 1 day WORK HOURS: 4pm - 9pm DAILY WORKING DAYS	ONSITE CONTACT: Trevor Beal PHONE NUMBER: 559-297-6830		



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development Department

DATE: September 7, 2021

SUBJECT: Administration - Receive and File – Community and Economic Development Department July 2020 – June 2021 Report and Department Overview.

ATTACHMENTS:

1. Economic Indicators Summary
2. Economic Development Metrics

The Community and Economic Development Department has had an odd year for fiscal year 2020-21. The economy in Clovis saw continued growth and affordable housing programs/development move forward. The City had the significant economic expansion continue from 2019-20 while the COVID-19 pandemic caused unprecedented economic disruptions. Many projects that staff began working on in 2014-15 are now coming to fruition with construction completing. The hospital expansion continued, a new factory was completed, one hotel neared completion, and vacant big retail space was filled by Hobby Lobby with the vacant Pier One retailer was demolished to make way for a new restaurant, and numerous other small businesses moved forward in Clovis Industrial Parks. While this is a banner year for growth in Clovis, the COVID-19 pandemic brought with it unprecedented challenges and impacted our economy in many ways. An economic indicator snapshot is included as Attachment 1 and details the best of times and worst of times reality the Clovis economy is experiencing.

Economic Development Division

The full Economic Development Metrics showing the results of the Department's economic development efforts are attached as Attachment 2. These metrics are used by staff to manage and allocate resources to ensure the City is engaging in a robust economic development effort. Below are highlights during the reporting period.

Business Retention and Expansion Efforts

Staff continued efforts to reach out and visit our local businesses. Staff responded to at least 2,000 emails and took an estimated 1,000 phone calls answering business related questions on the COVID-19 restrictions during the time period. Staff also increased engagement on-site to help businesses manage and ensure every business understood requirements. Visits increased to a point it is hard to quantify how much time and effort was spent supporting businesses during the various shelter in place orders and subsequent reopening/closing orders. Staff also quickly shifted to communicate in mass and started developing interactions with businesses through various digital means. The digital email medium had 50,928 businesses open, read, and engage on news updates from the City during the time frame. This equated to almost a 50% open/click rate, much above industry averages of 10% showing the value of the communication to the business community. The economic development website also became a critical tool to communicate with 6,421 visits to the page. Below are a few examples of the work completed.

California Health Sciences University Expands Retained

Staff has been working with the California Health Sciences University on its decision to permanently locate in Clovis. The School purchased 80+/- acres in the Clovis Research and Technology Park and announced its decision to construct a school to serve 2,000 students with approximately 400 staff in the spring of 2016. The School also announced the establishment of a full medical school and broke ground on the first 90,000 square foot building in July of 2018 that was completed in the spring of 2020 with its second class in school now.

COVID-19 Information Portal Consistently Updated

Staff developed a website to share information on the status of COVID-19 and its impact on business in Clovis as well as resources to assist. This website increased traffic by 1,000% on the City's economic development website. Digital newsletters such a huge increase in subscribers as well as that actual use of those newsletters was astounding. Staff worked hard to provide concise, timely, and accurate information so business owners could make decisions, adjust, and access resources. It has become a go-to resource for clear and simple guidance in a very confusing set of operating conditions. Over 80,928 emails from the City with details on changes in restrictions and aid programs have been read thus far.

Business Pivot Program Launched and Supported

When it became apparent that many businesses would not survive unless they were allowed to operate outdoors, a program was developed to allow outdoor uses that are not typical. Staff supported businesses in doing this safely and even provided equipment when needed to make it happen. Staff has heard from the business community of the appreciation of the support that they have received in figuring out how to survive during this time as many types of businesses were forced outside. Staff also partnered with the Clovis Chamber of Commerce to distribute free PPE items to local businesses and presented at various digital venues on help and opportunities available.

In order to be effective, staff leaned on deep relationships developed over years with the business community which created an environment of trust and partnership.

Business Attraction Efforts

Staff leaned on deep relationships made in previous years to continue attraction efforts while travel and in-person meetings were not available. These relationships are critical to better understanding the market and getting brokers the information needed to sell Clovis.

The City is actively working with the real estate community to understand rapidly changing demands in the market due to the recession and major disruption the community has experienced in order to best position the City for future growth as markets begin to recover.

Retail – Hobby Lobby and Raising Cane’s

At ICSC Los Angeles in the fall of 2019, staff met with retail property managers and built relationships with them. Strategies were discussed on how to fill vacancies and how the City can assist in the effort. Staff met with Hobby Lobby representatives and used the relationships with property owners to connect the retailer to opportunities in Clovis. The store took over a closed Toys-R-Us and opened in the summer of 2020. In addition, a reuse of the closed Pier One was connected with a new user, Raising Cane’s, the restaurant will begin improvements in spring of 2021.

Professional/Industrial

The Dry Creek Industrial Park, Phase II continues to enjoy significant demand. About 70% of the lots have sold and the first group of offices have opened with more under construction.

At the Clovis Industrial Park it was announced the County of Fresno will be taking over some of the Schneider Electric buildings and increasing the number of employees in the park. Cook Land Company pulled permits in a very expeditious manner to improve building 7 and the first County employees began moving into the park. In addition, Diversified Development Group received entitlements to construct nearly 400,000 square feet of industrial space in the park and is now going through improvements. The old Winery property at Clovis and Dakota Avenues has been marketed and is receiving interest from job producing uses. Entitlements were approved during the time frame and construction is set to begin in the fall of 2021.

Tourism

Tourism took a major hit during the pandemic and staff is monitoring and supporting large scale events so they can come back when it is safe. Staff will continue working with the Clovis Chamber of Commerce, BOOT, and CUSD to bolster the major events they manage. These events bring a significant number of additional tourists to showcase Clovis and a focus on bringing them back when safe will be a focus. Despite the disruption, Clovis hotels have recovered and have been very full, and staff is beginning to see interest in further development.

Housing and Grants Division

The City's affordable housing programs are providing a critical resource for our community. Below are some highlights from the division. Clovis received an additional \$1,200,000 in CDBG-CV funds for the purpose of addressing COVID-related issues in the community. Staff in multiple departments were consulted as to how to best utilize these funds. After consultation and approval by City Council, two new programs were implemented for low-income households affected by COVID, as follows:

- A budget of \$300,000 was allocated to the Clovis Cares for Seniors Program. The program provides one meal per week from a local restaurant to seniors isolating at home because they are at risk of contracting COVID-19. This program not only provides assistance to seniors, but as a secondary benefit it provides payment for service to local restaurants at a time when they have had a sharp decrease in business due to COVID.
- A budget of \$1,000,000 was allocated to the Emergency Housing Payment Program. The program provides rent/mortgage payment assistance to low-income households that have suffered a COVID-19-related income loss. This program not only provides much needed financial assistance to low-income households who have had a COVID-related income loss and are struggling to afford their monthly rent or mortgage payments, it also provides (through the tenants) landlords and property owners with the funds necessary to continue paying the costs associated with the home.

These programs have been fully implemented and 220 households were served with emergency rental assistance, as well as over 20,000 seniors were served with meals.

Home Rehabilitation Grant Program:

Before having to temporarily suspend the program due to COVID, staff was able to assist 58 households through the program.

First-Time Homebuyer Programs

Clovis received a new award of \$1,000,000 from CA HCD to continue funding the First-Time Homebuyer Program, and staff is awaiting the award contract from HCD. The state has provided set-up documents and it is expected this program will launch by the end of 2021.

Affordable Housing Development

Clovis provided \$1,000,000 through the City's Affordable Housing Production Impact Fee Reduction program to the Fresno Housing Authority for their 60-unit apartment complex which has been completed at the NEC of Willow and Alluvial Avenues. The apartments will be reserved for low-income households and is full. In addition, Butterfly Gardens, a 75-unit affordable supportive housing project,

broke ground at Willow and Helm Avenues and is planned to be open in the summer of 2022.

Training

Staff took advantage of virtual training during the time period and achieved several certifications or are currently working towards them. This course work requires testing and peer reviews to ensure the expertise being certified is present. This effort positions staff to be nimble in responding to the changing conditions and guiding Clovis through this disruptive time. These include:

- Shawn Miller
 - o *Revitalization Professional Credential* from the Main Street America Institute (underway).
 - o *Entrepreneurship-led Economic Development Certificate* from the International Economic Development Council (underway).
- Andy Haussler
 - o Achieved the *Accredited California Economic Developer* from the California Association for Local Economic Development. Only 60 professionals in the state have this designation.

Prepared by: Andy Haussler, Community and Economic Development Director

Reviewed by: City Manager *JA*

ATTACHMENT 1

Overall Economic Indicators:

One of the largest economic shocks to hit the United States' economy in March of 2020. The Covid-19 pandemic required many if not most businesses to shut-down for an extended period of time and at the writing of this it is uncertain when all businesses will be able to reopen. This report represents a time period of some the hardest closures and deepest impacts on the economy to date in addition to a historic natural disaster of the Creek Fire impacting the region and a statewide drought. The impact has been extremely varied with many businesses have strong results and many having disastrous results during the reporting period.

The City's economy was robust in January of 2020 with record low unemployment, wage gains being made, and job generating development continuing at a robust pace. The sudden nature of the economic downturn leaves no playbook or historical events to understand what the impacts will be on a global, national, and local level. Clovis businesses have been creative and innovative in coming up with ways to survive while keeping the community safe and the City has played a critical role in providing accurate information to assist. In addition the Clovis as a community to help those in need during the Creek Fire as Clovis became a place of refuge during this heart breaking event. In early 2021 COVID's economic impact were significant and restrictions were at their peak and began to be relaxed through June 2021 while a statewide drought took hold, thankfully due to the City's preparations the drought hasn't had an impact on businesses ability to operate in Clovis.

Job Market

The City continued to enjoy higher per capita income than Fresno County as a whole with \$38,165 compared to \$25,260 in Fresno County. This was an increase over 2019-20 of \$7,175 likely due to a stimulus provided during the time frame and a change in methodology by the U.S. Census. This results in a median household income of \$89,398. The City also maintained higher education levels with 94% of the City's adult residents having a high school diploma or higher (a 2% increase over the prior year), this is 15% higher than Fresno County and 12% higher the State of California.

Total payroll for the City of Clovis dropped by \$200 million to \$1.37 billion from 2020 with much of this loss made up for by federal and state stimulus programs. A loss of 1,016 employed persons by Clovis business occurred during the year, resulting in 34,231 persons on payroll in the City in 2020-21. The jobs-housing balance dropped to .75 jobs per a residence as the City added significant housing units during the year but employed persons did not increase. Most of the jobs lost during this have been in the service sector and it is hoped they will be recovered as the economy recovers and the various aid programs wind down. During the time period a number of professional and manufacturing jobs were added helping to offset overall job losses. More jobs need to be added to the community to reach the 1:1 goal for the jobs-housing balance.

The City has issued 797 new business licenses, this better than our historic average of 700 new business licenses per a year.

The unemployment rate dropped to 6.0% in June of 2021 from 12.2% June of 2020 but in context the rate was 3.2% in February of 2020. Clovis is better than the County (9.4%) and has dropped below the Nation (8%).

Development

Commercial construction has dropped off significantly. The total permits pulled for construction or improvement of commercial and industrial space was \$40,474,253 in valuation. The square footage constructed or improved equaled 635,574. This puts the City at about 50% of levels seen in 2019-20. Much of this drop can be attributed to COVID-19 but the City did have historic highs as many projects came to fruition in that year. Interest in commercial is growing and beginning to show signs of life but will take time to recover as projects take years to develop and credit markets are more confident in financing these projects. 1,238 housing units were added to the City. Despite the closures residential construction has increased and several more projects are on the horizon.

Tax Revenue

Sales tax revenues increased in comparison to 2019-20, a key indicator of the retail sector's health. The shelter in place orders inject volatility into to the retail market due to both shelter in place limitations, national level closures, and supply chain disruptions. Some retailers have thrived during this time and have had historic levels of growth producing a very uneven results. It is expected without the recent additions of Cabinet Connections factory, Costco, At Home, Hobby Lobby, and other retailers the City will be able to see retail grow in the City but it will be evolving rapidly. The shelter-in-place orders pushed the on-line market transformation further and faster than expected. Sales tax will be a very volatile revenue stream for the City with employment, stimulus, on-line shifts, and retail investments all making impacts at the same time, and changing daily.

Summary

The indicators represent a City that had a robust economy growing at historic rates and then a crash that could have never been imagined. A rebound in the economy is occurring but is uneven and volatile and many unknowns continue to unfold. This is out of the City's control and the City has done everything possible to support businesses while ensuring the safety of its residents. In every economic downturn or disruption opportunities for a new business to start will present themselves, this time will be no different. The City has jumped into the gap in as many ways as possible with credible information, purchasing meals to support seniors and restaurants, and assistance with residents' rent or mortgages payments, and getting the word out that Clovis businesses need support now more than ever. With the opportunities coming in the future and the resiliency of our community the Clovis economy will recover and once again thrive.

ATTACHMENT 2

**ED Strategy Metrics
RESULTS JULY 1, 2020 – JUNE 30, 2021**

Strategy 1: Business Retention and Expansion

Action	Measurement	Results (July 2020 – June 2021)
<i>Create and maintain relationships</i>		
Business Visitations – Goal is 25 businesses per month (300 per year)	<ul style="list-style-type: none"> • Number of businesses visited • Content of contact <ul style="list-style-type: none"> ○ Number for problem solving ○ Number for site visit ○ Number for information sharing 	325 3,287 (via digital means) 325 3,287 (via digital means)
<i>Provide information & education</i>		
<ul style="list-style-type: none"> • Quarterly e-newsletter 	<ul style="list-style-type: none"> • Number of businesses on mailing list • Number of opened newsletters 	3,287 50,928
<ul style="list-style-type: none"> • Workshops/Trainings 	<ul style="list-style-type: none"> • Number of trainings made available 	6
<ul style="list-style-type: none"> • Clovis4business.com 	<ul style="list-style-type: none"> • Use metrics 	6,421 Visits
<i>Recognize and appreciate businesses</i>		
<ul style="list-style-type: none"> • Annual event 	<ul style="list-style-type: none"> • Event held <ul style="list-style-type: none"> ○ Number of businesses in attendance ○ Report media coverage 	Conducted one-on-one meetings 10 times, numerous phone conversations, presented at Chamber events larger events planned cancelled due to COVID-19.

Strategies 2, 3, 4, and 5: Business Attraction (Industrial, Commercial Retail, Commercial Office)

Action	Measurement	Results (July 2020 – June 2021)																											
Market Clovis to attract new businesses – Goal is to contact 20 businesses per cluster per year (100 prospective businesses total per year)	<ul style="list-style-type: none"> • Number of marketing pieces distribute per cluster/Number of Conversations • Number of new businesses in Clovis 	<table border="1"> <thead> <tr> <th>Cluster</th> <th>Contact</th> <th>Conversation</th> </tr> </thead> <tbody> <tr> <td>Health</td> <td>10</td> <td>10</td> </tr> <tr> <td>Manufacturing</td> <td>4</td> <td>4</td> </tr> <tr> <td>Information</td> <td>0</td> <td>0</td> </tr> <tr> <td>Tourism</td> <td>4</td> <td>4</td> </tr> <tr> <td>Water Tech</td> <td>0</td> <td>0</td> </tr> <tr> <td>Education</td> <td>4</td> <td>4</td> </tr> <tr> <td>Retail</td> <td>24</td> <td>24</td> </tr> <tr> <td>Total</td> <td>46</td> <td>46=92</td> </tr> </tbody> </table> <p>797 new business licenses</p>	Cluster	Contact	Conversation	Health	10	10	Manufacturing	4	4	Information	0	0	Tourism	4	4	Water Tech	0	0	Education	4	4	Retail	24	24	Total	46	46=92
Cluster	Contact	Conversation																											
Health	10	10																											
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Information	0	0																											
Tourism	4	4																											
Water Tech	0	0																											
Education	4	4																											
Retail	24	24																											
Total	46	46=92																											
Develop relationships with commercial/industrial brokers	<ul style="list-style-type: none"> • Host annual broker meeting <ul style="list-style-type: none"> ○ Number of brokers in attendance • Number of conversations with brokers • Staff attendance at brokerage company meetings 	Conducted one-on-one meetings 9 times. Also sponsored Clovis Chamber of Commerce virtual events on a monthly basis.																											
Maintain an adequate supply of commercial and industrial available property	<ul style="list-style-type: none"> • Benchmark and measure commercial and industrial site acreage/square footage <ul style="list-style-type: none"> ○ Available ○ Utilized <ul style="list-style-type: none"> ▪ Business type and number of jobs ▪ Commercial building permits ▪ Valuation 	<table border="1"> <tbody> <tr> <td>Commercial SQ Ft</td> <td>423,652</td> </tr> <tr> <td>Commercial Acreage</td> <td>0</td> </tr> <tr> <td>Industrial SQ Ft</td> <td>0</td> </tr> <tr> <td>Industrial Acreage</td> <td>3</td> </tr> </tbody> </table> <p>Com/Ind Permit Value: \$40,474,253 Com/Ind Permit SQ FT: 635,574</p>	Commercial SQ Ft	423,652	Commercial Acreage	0	Industrial SQ Ft	0	Industrial Acreage	3																			
Commercial SQ Ft	423,652																												
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Industrial Acreage	3																												
Achieve and maintain a Jobs/Housing Balance ratio of 1:1	Calculate the Jobs Housing/Balance annually	.75 jobs per a residence																											

Strategy 2: Business Start-ups

Action	Measurement	Results (July 2020 – June 2021)
Assist in the development of new businesses	<ul style="list-style-type: none"> • Website metrics • Number of business licenses for new businesses 	3,809 Visits 338 new business licenses
Host events for entrepreneurs	<ul style="list-style-type: none"> • Events held <ul style="list-style-type: none"> ○ Number of attendees 	Commercial Kitchen (20)

Strategy 6: Tourism

Action	Measurement	Results (July 2020 – June 2021)
Host events that bring people to Clovis	Track attendance for all major events	20,000
Work with hotels to increase the number of travelers who stay overnight in Clovis	Track TOT and occupancy rates for all hotels	70% Occupancy 31% TOT Increase
Provide information to visitors to Clovis and those thinking about visiting	Benchmark and report statistics from Tarpey Depot <ul style="list-style-type: none"> • Number of visitors • Number of fulfillment packets • Number of groups 	178 130 4
Use visitclovis.com as the information portal for visiting Clovis	Metrics from VisitClovis.com	22,736 visitors

Strategy 7: Workforce

Action	Measurement	Results (July 2020 – June 2021)
Identify workforce needs of Clovis businesses	<ul style="list-style-type: none"> • Use EDD Data to benchmark and monitor number of jobs in Clovis by industry 	Jobs data analyzed by employer and sector. Significant growth in professional services, medical, and construction.
Conduct employer survey of training needs	<ul style="list-style-type: none"> • Number of businesses surveyed <ul style="list-style-type: none"> ○ Number of businesses connected to employee training opportunity 	Staff has met with major employers and is working to make connections with programs to assist in training
Seek higher education programs to meet employer need	<ul style="list-style-type: none"> • Number of meetings with educational facilities 	4

Affordable Housing Programs

Program	Goal	Results (July 2020 – June 2021)
Home Rehabilitation Grant Program	Assist 50 low-income owner-occupants	58 completed
Emergency Housing Assistance	Provide funds to impacted families	Assisted 220 households with COVID-related income loss with 3 months of rent.
Affordable Housing Development	<p>2 additional lots for sold to Habitat for Humanity in the Stanford Addition.</p> <p>60-unit apartment complex at Willow and Alluvial for the Fresno Housing Authority.</p> <p>75 Unit Supportive Housing complex at Willow and Holland</p>	<p>2 homes under construction</p> <p>\$1,000,000 in impact fee credits were provided to the Housing Authority. Construction completed in spring 2021. 59 of the 60 units rented to low-income households.</p> <p>Assisting with permits and financing (\$300,000). Construction began in the spring of 2021.</p>

Grants Status

AGENDA ITEM NO. 6.

Program	Amount	Status
CDBG 2018-19	\$744,970	Completed
CDBG 2019-20 CARES ACT - COVID	\$1,100,000	Completed
CDBG 2020-21	\$750,024	Underway
CDBG 2021-22	\$745,000	Awarded
HOME First-Time Homebuyer Program	\$1,000,000	Awarded
CALHOME Rehabilitation Funds	\$5,000,000	Awarded
Permanent Local Housing Allocation	\$1,300,000	Applied
Total	\$10,339,994	



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 7, 2021

SUBJECT: Administration - Approval – A Request to Rename Wrenwood Avenue from Fowler Avenue to the west to Amber Avenue to the east to “Jenna Prandini Drive” just north of Clovis High School.

ATTACHMENT: 1. Jenna Prandini Proclamation highlighting her achievements

CONFLICT OF INTEREST

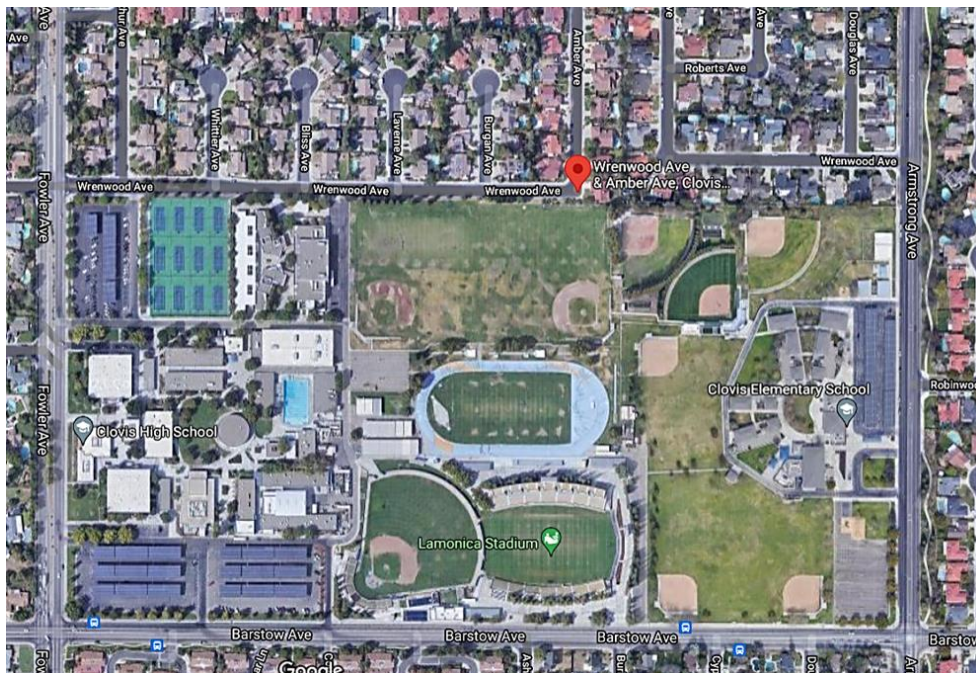
None

RECOMMENDATION

For the City Council to approve the request to rename Wrenwood Avenue from Fowler Avenue to the west to Amber Avenue to the east to “Jenna Prandini Drive” just north of Clovis High School.

EXECUTIVE SUMMARY

Mayor Flores is proposing to rename a portion of Wrenwood Avenue north of Clovis High School to “Jenna Prandini Drive”. See map below:



Jenna Prandini grew up in Clovis, California, and is the youngest daughter of Carlo and Theresa Prandini. She attended Clovis High School and dominated the local track and field scene from her freshman year, was a six time All-American, won 5 California High School State Championships, garnered a USATF Jr. National Championship in the Long Jump and earned a scholarship to the University of Oregon.

During Jenna's time at the University of Oregon she was named an All-American 15 times, won 3 individual NCAA National Championships, led her team to the first outdoor championship in 30 years, was an Academic All-American, named University of Oregon Athlete of the Year, Track and Field News Outdoor Track Athlete of the year, The Honda Collegiate Track Athlete of the Year Award and in 2015 won the Bowerman Award for the Best Female Track and Field Athlete in the Country.

Jenna Prandini competed in the 200-meter sprint at the 2016 Summer Olympic Games in Rio de Janeiro, Brazil; and she made her Second Olympic Appearance running in the women's 100-meter and 200-meter sprint events at the Tokyo 2020 Olympic Games. She and three other Team USA Olympians took Silver Medals in the 4x100-meter relay at the 2020 Tokyo Olympics in Japan.

Staff has been in communication with the Prandini family as well as Clovis Unified School District leaders and all support the renaming of Wrenwood Avenue adjacent Clovis High School to Jenna Prandini Drive. One of the reasons this location works is because there are no physical addresses on Wrenwood from Fowler to the west, and Amber to the east, so no address change issues arise. At the Clovis High School football game on August 27, 2021, Mayor Flores presented a proclamation and a "Jenna Prandini Drive" sign to Jenna Prandini. A mock of the street sign is below:



FISCAL IMPACT

The fiscal impact of making the change is limited to signage costs. Again, there are no physical addresses on Wrenwood from Fowler to the west, and Amber to the east, so no address change issues arise.

REASON FOR RECOMMENDATION

Mayor Flores suggested this as a means to recognize the significant accomplishments of Olympian Jenna Prandini.

ACTIONS FOLLOWING APPROVAL

Staff will take all actions necessary to effect the change in the name of the street and notify all affected stakeholders.

Prepared by: John Holt, Assistant City Manager

Reviewed by: City Manager *JH*



CITY of CLOVIS PROCLAMATION



Declaring August 27, 2021 Jenna Prandini Day

WHEREAS, Jenna Elizabeth Prandini grew up in Clovis, California, and is the youngest daughter of Carlo and Theresa Prandini; and

WHEREAS, The Clovis High star dominated the local track and field scene from her freshman year, was a six time All-American, won 5 California High School State Championships, garnered a USATF Jr. National Championship in the Long Jump and earned a scholarship to the University of Oregon; and

WHEREAS, During her time at the University of Oregon she was named an All-American 15 times, won 3 individual NCAA National Championships, led her team to the first outdoor championship in 30 years, was an Academic All-American, named University of Oregon Athlete of the Year, Track and Field News Outdoor Track Athlete of the year, The Honda Collegiate Track Athlete of the Year Award and in 2015 won the Bowerman Award for the Best Female Track and Field Athlete in the Country; and

WHEREAS, Jenna competed in the 200-meter sprint at the 2016 Summer Olympic Games in Rio de Janeiro, Brazil; and she made her Second Olympic Appearance running in the women's 100-meter and 200-meter sprint events at the Tokyo 2020 Olympic Games; and

WHEREAS, Jenna and three other Team USA Olympians took Silver Medals in the 4x100-meter relay at the 2020 Tokyo Olympics in Japan; and

WHEREAS, "The most important thing in the Olympic Games is not winning but taking part; the essential thing in life is not conquering but fighting well." Pierre de Coubertin

NOW, THEREFORE, BE IT RESOLVED that the Clovis City Council and the Citizens of Clovis do hereby declare August 27, 2021 as

Jenna Prandini Day

IN WITNESS THEREOF, I hereunto set my hand this 27th day of August, 2021.

Jose S Flores

Mayor
City of Clovis



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: September 7, 2021

SUBJECT: Fire – Approval – Res. 21-____, Amending the Fire Department Budget for FY 2021-2022 to reflect an award amount of \$31,000 in 2020 State Homeland Security Grant Program (SHSGP) to fund Fire Department equipment.

ATTACHMENTS: 1. Res. 21-____
2. Budget Amendment

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to amend the current Fire Department Budget for FY 2021-2022 to reflect \$31,000 in awarded SHSGP money.

EXECUTIVE SUMMARY

The State Homeland Security Grant Program (SHSGP) awards monies to enhance the ability of states, territories, and urban areas to prepare for, prevent, and respond to terrorist attacks and other major disasters. These funds are used for preparedness planning, equipment acquisition, training, exercises, management, and administration.

Within this grant, extrication tools are specifically identified and funded as a method for communities to better prepare for and respond to emergencies. The City of Clovis Fire Department will utilize the \$31,000 from the state SHSGP 2020 for rescue tools, ventilation fans, thermal imaging cameras and mobile radios in accordance with established SHSGP guidelines.

BACKGROUND

As a member of the Local Area Approval Authority, Clovis Fire Department was awarded \$31,000 in SHSGP FY 2020 for rescue tools, ventilation fans, thermal imaging cameras, and mobile radios.

FISCAL IMPACT

The Fire Department Emergency Preparedness budget, 63000-68420 Section, would be increased by \$31,000.

REASON FOR RECOMMENDATION

The SHSGP award has enabled the Fire Department to continue placing essential equipment into front-line service as outlined by the Governor's Office of Emergency Services.

ACTIONS FOLLOWING APPROVAL

Staff will process the amendment as indicated in the Resolution and Fire Department Staff will proceed with the purchase of the proper equipment.

Prepared by: John Binaski, Fire Chief

Reviewed by: City Manager *JH*

RESOLUTION 21-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AMENDMENTS TO THE FY 2021-2022 FIRE DEPARTMENT BUDGET

WHEREAS, the City Council previously approved the FY 2021-2022 Budget; and

WHEREAS, the budget for the Fire Department did not include revenues associated with the State Homeland Security Grant Program (SHSGP); and

WHEREAS, the Fire Department is responsible for providing public safety services including fire suppression; and

WHEREAS, the SHSGP provides an effective avenue to secure the necessary equipment needed by the Fire Department to effectively minimize the life/property loss and improve crew safety during fire suppression operations; and

WHEREAS, the purchase expense incurred by the Fire Department for equipment will be paid by SHSGP at a rate of 100% to meet the obligations of the SHSGP.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis approve the amendment of the FY 2021-2022 Budget as provided in Attachment 2 to reflect the expenditure and revenue.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on _____, 2021 by the following vote, to wit.

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

- DATED:

Mayor

City Clerk

SUMMARY OF EXPENDITURE BY DEPARTMENT

Department

Fire (63000-68420)	\$31,000
Total Expenditures by Department	\$31,000

SUMMARY OF EXPENDITURES BY FUND

Fund

General Fund (63000-45043)	\$31,000
Total Expenditures by Fund	\$31,000



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: September 7, 2021

SUBJECT: General Services – Approval – Res. 21-____, Amending the City’s FY 2021-2022 Position Allocation Plan by Deleting Separate Engineer I and Engineer II/Civil Engineer Series and Creating a Single Engineer I/Engineer II/Civil Engineer Series in the Budget.

ATTACHMENTS: 1. Resolution

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve a resolution amending the City’s FY 2021-2022 Position Allocation Plan by deleting separate Engineer I and Engineer II/Civil Engineer Series and creating a single Engineer I/Engineer II/Civil Engineer Series in the budget.

EXECUTIVE SUMMARY

The 2021-2022 budget document lists the Engineer I class and accompanying positions separate from the Engineer II/Civil Engineer class. A change in 2019 created a series with all three positions in one series; however, that is not reflected in the current budget. The change will combine all three and allow for the flexibility approved by Council in 2019, without any fiscal impact.

BACKGROUND

In July 2019, City Council approved revisions to the Engineer class positions to create three industry-standard position titles: Engineer I, Engineer II, and Civil Engineer. Engineering staff is able to move up within these classes by achieving certain longevity, experience, licensing, and education requirements. However, within the 2021-22 budget book, the positions were broken into only two groups: Engineer I, and Engineer II/Civil Engineer.

In order to allow for the flexibility that was intended during the 2019 change, the City’s budget document requires revision to combine the three positions into one series of engineering

positions within Planning and Development Services and Public Utilities Departments. This is primarily a clerical change.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The original intent with the 2019 change was to create one single series for Engineer I/Engineer II/Civil Engineer. The change within the budget will correct the oversight and allow for flexibility within the series as intended.

ACTIONS FOLLOWING APPROVAL

The 2022-2023 budget document will be revised to reflect the total number of positions within the Engineer I/Engineer II/Civil Engineer series.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager JA

RESOLUTION 21- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING THE CITY’S POSITION ALLOCATION PLAN IN THE PLANNING AND DEVELOPMENT SERVICES AND PUBLIC UTILITIES DEPARTMENTS

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

WHEREAS, the FY 2021-2022 Position Allocation Plan was approved as part of the FY 2021-2022 City budget adoption process; and

WHEREAS, on July 1, 2019, a position allocation plan revision was approved by City Council to rename positions within the Engineering class and to allow staff to flex into new positions; and

WHEREAS, it has been determined the 2021-2022 budget book incorrectly separated Engineer I and Engineer II/Civil Engineer classes into two categories instead of the single Engineer I/Engineer II/Civil Engineer category.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis, that the City’s Position Allocation Plan shall be modified to combine Engineer I, Engineer II, Civil Engineer, into one category within the budget document to allow for flexibility between the positions, as noted in Attachment A of Attachment 1.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 7, 2021 by the following vote, to wit.

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

DATED:

Mayor

City Clerk

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 2021-2022

DEPARTMENT NUMBER OF POSITIONS

Planning and Development Department

Delete:	Engineer I	3.0
	Engineer II/Civil Engineer	<u>11.0</u>
	Total	14.0
Add:	Engineer I/Engineer II/Civil Engineer	<u>14.0</u>
	Total:	14.0

Public Utilities Department

Delete:	Engineer I	3.0
	Engineer II/Civil Engineer	<u>3.0</u>
	Total	6.0
Add:	Engineer I/Engineer II/Civil Engineer	<u>6.0</u>
	Total:	6.0



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: September 7, 2021

SUBJECT: General Services – Approval – Res. 21-____, Amending the City’s FY 21-22 Position Allocation Plan by adding one (1) Deputy City Planner position and deleting one (1) Senior Planner position; and adding one (1) Staff Analyst position and deleting one (1) Principal Office Assistant position within the Planning and Development Services Department.

ATTACHMENTS: 1. Res. 21- Position Allocation Plan

CONFLICT OF INTEREST

None

RECOMMENDATION

For Council to approve Resolution 21-____; Amending the City’s FY 21-22 Position Allocation Plan by adding one (1) Deputy City Planner position and deleting one (1) Senior Planner position; and adding one (1) Staff Analyst position and deleting one (1) Principal Office Assistant position within the Planning and Development Services Department.

EXECUTIVE SUMMARY

Currently the Planning and Development Services Department is authorized for two (2) Principal Office Assistant positions and two (2) Senior Planner positions. It is recommended that the City’s Position Allocation Plan be amended to add one (1) Deputy City Planner position and one (1) Staff Analyst position. The department also recommended that one (1) Senior Planner position and one (1) Principal Office Assistant position be deleted. Council approval is required for changes to the Position Allocation Plan.

BACKGROUND

The Planning and Development Services Department has recently evaluated the work assignments in the department and has determined that the addition of one (1) Deputy City Planner position and one (1) Staff Analyst position along with the deletion of one (1) Senior

Planner position and one (1) Principal Office Assistant position will more efficiently support the current needs of the department. The desired change results in the need to modify the City's Position Allocation Plan which requires Council approval.

FISCAL IMPACT

The fiscal impact of salary and benefits for the remainder of FY 21-22 is approximately an additional \$14,000. There are adequate funds in the Planning and Development Services Department budget to cover the costs of these positions.

REASON FOR RECOMMENDATION

The addition of one (1) Deputy City Planner position and the elimination of one (1) Senior Planner position and the addition of one (1) Staff Analyst position and the elimination of one (1) Principal Office Assistant position better support the current staffing needs of the Planning and Development Services Department. The change must be reflected in the authorized FY 21-22 Planning and Development Services Department position allocation. Modification of the Position Allocation Plan requires Council Approval.

ACTIONS FOLLOWING APPROVAL

The position allocation for the Planning and Development Services Department will be modified as noted in Attachment A of Attachment 1. The position vacancy will be filled through current eligible lists.

Prepared by: Lori Shively, Personnel/Risk Manager

Reviewed by: City Manager *LS*

RESOLUTION 21-

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF CLOVIS APPROVING AMENDMENTS TO THE
CITY'S FY 21-22 POSITION ALLOCATION PLAN**

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

WHEREAS, the FY 21-22 Position Allocation Plan in the Planning and Development Services Department was approved as part of the FY 21-22 City budget adoption process; and

WHEREAS, a review of the staffing needs of the City indicates that the addition of one (1) Deputy City Planner position and the deletion of one (1) Senior Planner position and the addition of one (1) Staff Analyst position and the deletion of one (1) Principal Office Assistant position is necessary in order to provide the more advanced work duties necessary for the Planning and Development Services Department; and

WHEREAS, amending the City's adopted FY 21-22 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 21-22 Position Allocation Plan shall be amended as noted in Attachment A of Attachment 1 attached.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 7, 2021 by the following vote to wit:

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

DATED: September 7, 2021

Mayor

City Clerk

ATTACHMENT 1

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 21-22

DEPARTMENT		NUMBER OF POSITIONS
Planning and Development Services Department		
Add:	Deputy City Planner	1.0
Delete:	Senior Planner	1.0
Add:	Staff Analyst	1.0
Delete:	Principal Office Assistant	1.0



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: September 7, 2021

SUBJECT: General Services - Approval – A One Year Contract Extension with Focus Packaging for City-Wide Janitorial Supplies from September 22, 2021 through September 21, 2022.

ATTACHMENTS: Attachment 1 – Extension Agreement

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve a one-year contract extension with Focus Packaging for City-wide janitorial supplies from September 22, 2021 through September 21, 2022; and authorize the City Manager to execute a contract extension with Focus Packaging for service.

EXECUTIVE SUMMARY

Focus Packaging is currently under contract with the City for City-wide janitorial supplies. They recently submitted a formal proposal to the City requesting an extension of their service agreement through September 21, 2022. Their current contract includes provisions for two (2) one-year contract extensions with mutual agreement of both parties.

Focus Packaging's current contract expires September 21, 2021. Their proposal is reflecting a cost increase of approximately 10% overall for the major items purchased for the proposed contract extension. Focus Packaging's proposed cost increase is due to supply chain disruptions and nation-wide inflation. Based on the quality of service, staff recommends executing a one-year contract extension with Focus Packaging.

BACKGROUND

After completing the competitive RFP process for janitorial supplies, the City awarded Focus Packaging a three-year janitorial supplies contract during September 2018.

Focus Packaging submitted a formal proposal to the City on July 22, 2021, requesting an additional one-year contract extension through September 21, 2022. Their current contract

includes provisions for two (2) one-year contract extensions with mutual agreement of both parties.

The following table illustrates the past and current annual costs for all supplies versus the proposed annual costs for the one-year contract extension and reflects a 10% price increase. Note: The substantial increase between 2019-2020 and 2020-2021 contracts is due to additional COVID purchases and an increase in product costs due to shortages and shipping issues from suppliers. The totals shown below do not necessarily reflect the actual total costs the City will incur during the term of the proposed agreement. Total cost will be dependent on the amount of items purchased. The proposed amount is our best estimate when comparing to previous years' usage. Hypothetically, if the product volumes purchased during FY2020/21 remained static during FY2021/22, the City would incur a net decrease of \$226 with Focus Packaging's proposed pricing structure.

ANNUAL COSTS FOR BASIC JANITORIAL SUPPLIES	
TERM OF CONTRACT	ANNUAL COST
PAST - September 22, 2019 - September 21, 2020	\$39,076.59
CURRENT - September 22, 2020 – September 21, 2021	\$55,040.58
PROPOSED - September 22, 2021 - September 21, 2022	\$54,813.94

FISCAL IMPACT

Focus Packaging has submitted a proposal for a one-year contract extension that increases the cost of their current contract by up to 10% depending on the items purchased. Staff projected a 3% cost increase for FY2020/21 and budgeted accordingly. Staff has reviewed the last two fiscal years' usage and determined the 3% budget increase will provide adequate funding for this contract extension.

REASON FOR RECOMMENDATION

The City's current agreement with Focus Packaging allows for a one-year extension of this agreement by a mutual agreement of both parties. Focus Packaging has submitted a proposal seeking to extend their current contract with the City. They have provided dependable and quality service during their three (3) year association with the City.

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

ACTIONS FOLLOWING APPROVAL

Staff will prepare a one-year contract extension for the City Manager's approval with Focus Packaging for janitorial supplies. The contract will begin on September 22, 2021, and expire on September 21, 2022.

Prepared by: Stephen Frankian, Facilities Maintenance and Purchasing Manager

Reviewed by: City Manager *[Signature]*

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

This FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is entered into by and between Focus Packaging (“VENDOR”), and the City of Clovis, a California general law city (“CITY”), and is effective on September 22, 2021.

RECITALS

A. VENDOR and CITY entered into a certain Agreement effective on September 21, 2018 (“AGREEMENT”), which is incorporated herein by this reference, and which, among other things, provided for the term of AGREEMENT to be extended beyond this date by mutual consent of the Parties related to Janitorial Supplies.

B. VENDOR and CITY have performed in accordance with the AGREEMENT, and desire to extend the contact period to provide Janitorial Supplies per ATTACHMENT A of the AGREEMENT, for the amount noted per attached VENDOR proposal, ATTACHMENT B.

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

1. Extension of the Janitorial Supplies Agreement. The term of the AGREEMENT, as set forth in Section 1 of the AGREEMENT is hereby extended to provide Janitorial Supplies per ATTACHMENT A OF ATTACHMENT 1 for the amount noted per attached VENDOR proposal, in ATTACHMENT B OF ATTACHMENT 1, at which time it shall expire on September 21, 2022, unless otherwise extended in writing signed by both parties.

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

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

VENDOR:
Focus Packaging

CITY:
City of Clovis

By: _____

By: _____
Luke Serpa, City Manager

Print Name: _____

Title: _____

ATTEST

By:

John Holt, City Clerk

APPROVED AS TO FORM

_____, City Attorney

**CITY OF CLOVIS
AGREEMENT FOR JANITORIAL SUPPLIES**

THIS AGREEMENT is made and entered into as of the 22nd day of September, 2018, by and between the City of Clovis, a municipal corporation with principal offices located at 1033 Fifth Street, Clovis, CA 93612, hereinafter referred to as "CITY", and Focus Packaging and Supplies, whose principal office is located at 2879 N. Argyle Avenue, Fresno, CA 93727, hereinafter referred to as "SUPPLIER".

WITNESSETH

WHEREAS, under the date of August 15, 2018, CITY issued its Request for Proposal (RFP) for janitorial supplies; and,

WHEREAS, SUPPLIER responded with its "Proposal", received by the CITY on September 4, 2018; and,

WHEREAS, CITY has selected SUPPLIER to provide the services described herein; and,

WHEREAS, SUPPLIER desires to provide such services; and,

WHEREAS, CITY and SUPPLIER (the Parties) intend to reduce to writing their agreement for the provision of janitorial supplies.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Parties agree as follows:

1. TERM

The term of this Agreement shall commence on September 22, 2018, and shall terminate on September 21, 2021. The term of this agreement may be extended beyond that date for up to two years with mutual consent of the Parties upon City Council approval.

2. SCOPE OF SERVICES

SUPPLIER shall, during the term of this Agreement, provide janitorial supplies based upon the terms and conditions as set forth in this Agreement, the Janitorial Supplies Request for Proposal, and the Agreement Documents defined herein pursuant to the Order of Precedence stated herein.

Agreement Documents consist of: (1) this Agreement; (2) the RFP and any supplemental information provided to SUPPLIER during the RFP process; and (3) the Proposal. The Order of Precedence of Documents shall be (first) this Agreement; (second) the provisions concerning janitorial services contained in the RFP; and (third) the Proposal. Written modifications and amendments signed by both Parties will take precedence over documents listed above. Whenever any conflict appears in any portion of the Agreement, it shall be resolved by application of the order of Precedence. While the Proposal and the RFP may be applied to clarify or resolve any ambiguities in this Agreement, any inconsistencies between the express provisions of this Agreement and the provisions of the Proposal or the RFP shall be resolved and

determined as provided by and in accordance with the express terms and conditions of this Agreement.

3. **COMPENSATION AND BILLING**

In consideration of services rendered hereunder, CITY shall pay to SUPPLIER all sums due and owing as determined by the per item rates as set forth in attached "Exhibit B" (the quantities noted on this matrix are hypothetical in nature and should be disregarded as quotas). CITY shall make payment to SUPPLIER on a monthly basis following receipt of an invoice. Payment shall be made within fifteen (15) days after receipt of an invoice.

4. **PERFORMANCE BOND**

Not Used

5. **PERFORMANCE REQUIREMENTS**

If any work performed or products provided hereunder is not in conformity with the requirements of this Agreement and other pertinent documents referenced in Section 2, CITY shall have the right to require SUPPLIER to perform/provide the work/product again in conformity with the requirements of the Agreement at no additional increase in the SUPPLIER's fee for service/products. There will be no tolerance for inferior product substitutions. The CITY expects and requires quality products at all times. The CITY also shall have the right to require SUPPLIER to take all necessary steps to ensure future performance of the work in conformity with the requirements of the Agreement. In the event SUPPLIER fails to perform/provide the work/products again or fails to take necessary steps to ensure future performance of the work/products in conformity with the requirements of the Agreement, CITY shall have the right to terminate this Agreement for default.

6. **LIQUIDATED DAMAGES**

SUPPLIER's failure to perform its service obligations under this Agreement shall result in the assessment of liquidated damages at the rate of \$50.00 per day for each day of non-compliance/non-performance. The CITY shall provide the SUPPLIER with a two (2) day notice to correct any performance deficiency prior to imposing liquidated damages. In the event a repetitive discrepancy of service should occur, the City may impose a \$100.00 per occurrence fee as liquidated damages after the third occurrence and notification of said discrepancy. At the option of the CITY, the CITY may pursue actual damages or any other remedy permitted by law.

7. **STATUS OF CONTRACTOR**

In the interpretation of this Agreement and the relations between SUPPLIER and CITY, SUPPLIER shall be construed as being a supplier hired to provide janitorial supplies only. Neither SUPPLIER nor any of its employees or subcontract workers shall be held or deemed in any way to be an agent, employee or official of the CITY.

8. **DEFAULT**

In the event of default by the SUPPLIER, the CITY may terminate this Agreement and withhold any payments due the SUPPLIER in addition to pursuing any other legal remedies available to the CITY.

9. **INDEMNIFICATION**

SUPPLIER shall hold CITY, its officers, agents, volunteers, and employees harmless and shall indemnify CITY, its officers, agents, volunteers, and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act, neglect, default or omission of SUPPLIER in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the sole negligence or willful misconduct of CITY, its officers, agents, volunteers or employees.

10. **INSURANCE**

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

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

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

(iv) Umbrella or Excess Liability. In the event Supplier purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less

coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

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

h. Employee Bond

SUPPLIER shall maintain in full force and effect throughout the term of this Agreement an employee fidelity bond in a minimum amount of \$25,000. The bond shall cover all of the SUPPLIER's employees assigned to the CITY's facilities. A copy of the bond shall be provided to the CITY prior to the commencement of work.

11. ASSIGNMENT

This Agreement shall not be assigned by SUPPLIER without prior written consent of CITY. The parties agree that assignment by SUPPLIER of any sums due and owing SUPPLIER under this Agreement shall not constitute an assignment of the Agreement.

12. SUBLETTING OF AGREEMENT

This Agreement shall not be sublet except with the written consent of the CITY. No such consent shall be construed as making CITY a party to such subcontract, or subjecting CITY liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve SUPPLIER of its liability and obligation under this Agreement, and all transactions with CITY must be through SUPPLIER.

13. SEVERABILITY

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

14. EXTENSION AND MODIFICATION

SUPPLIER and CITY may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the Parties.

15. TERMINATION

CITY may terminate its Agreement with SUPPLIER for non-compliance/unsatisfactory performance by providing SUPPLIER with a thirty (30) day advance written Notice of Termination. In the event of such termination, SUPPLIER shall be paid for all services rendered to date in accordance with this Agreement.

CITY may terminate its Agreement with SUPPLIER even if there is no default by providing SUPPLIER with a thirty (30) day advance written Notice of Termination. In the event of such termination, SUPPLIER shall be paid for all services rendered to date in accordance with this Agreement.

16. NOTICES TO PARTIES

All notices to be given by the Parties to this Agreement shall be in writing and served by depositing same in the United States Mail.

Notices to CITY shall be addressed to:

City of Clovis
Attn. Larry Louie
Department Support Manager
1033 Fifth Street
Clovis, CA 93612

Notices to SUPPLIER shall be addressed to:

Focus Packaging and Supplies
Attn. Mr. Paul Rodriguez, Owner
2879 N. Argyle Avenue
Fresno, CA 93727

Either CITY or supplier may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

17. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between CITY and SUPPLIER concerning the subject matter hereof. There are no representations, either oral or written, between CITY and SUPPLIER other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first hereinabove written.

CITY OF CLOVIS

Focus Packaging and Supplies

Luke Serpa, City Manager

Paul Rodriguez, Owner

Date

Date

ATTEST:

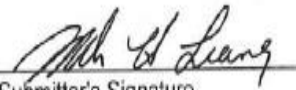
By _____
City Clerk

EXHIBIT "B" - PRICING SHEET							
ITEM #	DESCRIPTION	UNIT	Unit Pricing 2021-2022	Total Usage 07-01-2020 to 06-30-2021	Total Pricing	4th Year Unit Pricing	Total Pricing
1	LR243208K TRASH LINER BLK 24x32 .8 Std. Strength w/ good puncture/tear resistance 16 gal. - 500/CS	CS	\$ 27.25	56	\$ 1,526.00	\$ 32.50	\$ 1,820.00
2	LR404615K TRASH LINER BRN 40x46 1.6 Heavy Duty 45 gal. - 200/CS (1.5/MIL 100/cs)	CS	\$ 18.95	117	\$ 2,217.15	\$ 23.70	\$ 2,772.90
3	82001 Mr. Clean Finished Floor Cleaner 1 gal. 3/CS (#82001 ChemCore Lemon Neutra Cleaner 4/1 gal/cs)	CS	\$ 22.25	0	\$ -	\$ 23.40	\$ -
4	2061 Generic BLEACH - 6/1GAL/CS	CS	\$ 9.85	0	\$ -	\$ 11.60	\$ -
5	91001 QUAT SANITIZER II or eq. 4/1GAL/CS (#91001 Chemcore SANI 10% 4/1 gal/cs)	CS	\$ 43.05	0	\$ -	\$ 43.30	\$ -
6	CPC-14278 AJAX Oxegen Bleach Cleanser Powder 21 oz. 24/CS	CS	\$ 28.65	4	\$ 114.60	\$ 30.15	\$ 120.60
7	PUM12 PUMIE Scouring Stick C-PS Pumice Stone 6"x 1 1/4" x 3/4" 12/BX	BX	\$ 11.93	0	\$ -	\$ 25.80	\$ -
8	CLO-00456 Waxie-Green 030061 Restroom Cleaner with trigger Sprayer or eq. 32oz. 8/CS (CLO-00456 Clorox All Purpose Cleaner Green 12/32 oz/cs)	CS	\$ 44.20	0	\$ -	\$ 46.50	\$ -
9	CLO-35300CT FORMULA 409 CLEANER DEGREASER Disinfectant 1 gal. 4/CS (CLO-35300CT)	CS	\$ 21.05	0	\$ -	\$ 45.70	\$ -
10	PGC12825 Febreze 03259 Deep Penetrating Fabric Refresher 32 oz. 8/CS *	CS	\$ 55.75	0	\$ -	\$ 58.70	\$ -
11	AFS120TF PURELL LTX HAND SANITIZER DP-1903-02 1200 mL Refill 2/CS (Hand Sani Foam Instant NA Pure 3/1.2 Liter/cs)	CS	\$ 54.70	1	\$ 54.70	\$ 54.70	\$ 54.70
12	GOJ404012S PURELL INSTANT HAND SANITIZER GOJ 9652-12 8 oz. - 12/CS *	CS	\$ 51.55	31	\$ 1,598.05	\$ 56.05	\$ 1,737.55
13	91128 DIAL FOAMING SOAP DISP. Mdl. 06055 1/LIT (SMOKE) * (S.C. JOHNSON)	EA	\$ 6.30	12	\$ 75.60	\$ 6.30	\$ 75.60
14	DIA04029 DIAL TOTAL BODY SHAMPOO DIA04029 8/1LTR/CS*	CS	\$ 46.80	0	\$ -	\$ 49.30	\$ -
15	DEBANTIL DIAL COMPLETE ANTIBAC SOAP refill cartridge Mdl. - 6/1LIT/CS *(S.C. JOHNSON)	CS	\$ 60.50	88	\$ 5,324.00	\$ 62.60	\$ 5,508.80
16	RP-HFTSC-20P 1/2 FOLD TOILET COVERS INTEGRITY or eq. 70% recycled - 20/250ct./CS	CS	\$ 28.60	27	\$ 772.20	\$ 35.00	\$ 945.00
17	GNPR-SIZE-1M IMPACT PROGUARD Nitrile Powder free Gloves #8644 S,M,L or eq.- 100/BX (#GNPR-SIZE-1M Safety-Zone Nitr-Powder Free Gloves 100/bx)	BX	\$ 19.25	916	\$ 17,633.00	\$ 15.50	\$ 14,198.00
18	GRPR-XL-1-T IMPACT PROGUARD LATEX DISP GLOVE #8625 or eq. X-Large- 100/BX (#GRPR-XL-1-T Latex Power Free Gloves 100/bx)	BX	\$ 5.35	0	\$ -	\$ 11.00	\$ -
19	GRPR-LG-1-T IMPACT PROGUARD LATEX DISP GLOVE #8625 or eq. Large- 100/BX (#GRPR-LG-1-T Latex Power Free Gloves 100/bx)	BX	\$ 5.35	0	\$ -	\$ 11.00	\$ -
20	GRPR-MED-1-T IMPACT PROGUARD LATEX DISP GLOVE #8625 or eq. Medium - 100/BX (#GRPR-MD-1-T Latex Power Free Gloves 100/bx)	BX	\$ 5.35	40	\$ 214.00	\$ 11.00	\$ 440.00
21	SAF-DBWH-21-1 BOUFFANT HAIRNET 21" WHITE Goldmax GM 2021-1 or equal. -10/100/CS (#DBWH-21-1 Safety-Zone 21" White Bouffant Hairnet 10/100/cs)	CS	\$ 21.60	0	\$ -	\$ 36.50	\$ -
22	438-5136 Waxie Poli-Kleen 19 oz. aerosol furniture polish-lemon scent or eq. 12/CS (#438-5136 Chase Furniture Polish 12/17 oz/cs)	CS	\$ 39.45	0	\$ -	\$ 41.55	\$ -
23	IMP-9400C-BX URINAL SCREEN CHERRY Impaxt 9400-C or eq. -12/CS	CS	\$ 14.80	3	\$ 44.40	\$ 16.75	\$ 50.25
24	438-5126 STAINLESS STEEL CLNR (WTRBASE) Misty AMR-A142-20 or eq. 12/6 OZ/CS (#435-5126 Chase Stainless Steel Cleaner 12/19 oz/cs)	CS	\$ 43.50	3	\$ 130.50	\$ 49.75	\$ 149.25
25	438-5155 VISTA CLEAR GLASS CLN Chase 5155 or eq. 12/20OZ/CS	CS	\$ 31.05	0	\$ -	\$ 32.70	\$ -
26	438-5160 PHENOL HOSPITAL DISINFECT. Chase 5160 or equal 12/16OZ/CS	CS	\$ 48.00	0	\$ -	\$ 50.50	\$ -
27	RAC74828 LYSOL CRISP LINEN DISINFECT. SPRAY 74828 or eq. 12/19 OZ/CS	CS	\$ 90.50	0	\$ -	\$ 103.15	\$ -
28	RAC7182 LYSOL SANITIZING WIPES or eq. 77182 80/6/CS	CS	\$ 36.80	47	\$ 1,729.60	\$ 38.75	\$ 1,821.25
29	TMS-1131TM TIME MIST CLASSIC METERED DISP BEI TMS-1131TM or eq	EA	\$ 8.20	0	\$ -	\$ 16.00	\$ -
30	438-5305 TIME MIST AIR FRESHENER REFILL CLN TMS-2502- 12/CS or eq but must fit MIST Disp. (#438-5305 Chase Air Freshner Refill 12/6.17 oz/cs fit Time Mist Dispenser)	CS	\$ 34.20	6	\$ 205.20	\$ 45.50	\$ 273.00
31	438-5375 TIME MIST AEROSOL CITRUS TMS-2508-12/CS or eq but must fit MIST Disp. (#438-5375 Chase Citrus Aerosol Refill 12/6.17 oz/cs fit Time Mist Dispenser)	CS	\$ 34.20	0	\$ -	\$ 45.50	\$ -

32	OAS-70-001	CLEAN & SOFT 5100 Premium soft FACIAL TISSUE 2PLY 7.7" x 8.5" or eq. 100sht/box 30/CS (#70-001 Oasis Facial Tissue 2/ply 30/100/cs)	CS	\$ 17.05	12	\$ 204.60	\$ 17.95	\$ 215.40
33	B045	Scott 2-ply White Standard Toilet Paper KC-42108 500 sheets 80 rolls/CS (#B045 Cascade 2/ply White Toilet Paper 500 sheet per roll 96 rolls/cs)	CS	\$ 39.65	230	\$ 9,119.50	\$ 42.75	\$ 9,832.50
34	REP-CT1000	ANGEL SOFT COMPACT CORELESS 2-ply premium bathroom tissue or eq. 750 sht/rl. 3.85" x 4.04" 36/CS (#REP-CT1000 Roality Premium Corless Bath Tissue 4x4 1000 sht/rl, 36/cs)	CS	\$ 44.20	0	\$ -	\$ 46.50	\$ -
35	REP-CT1000	Georgia Pacific 2-ply Coreless Toilet Tissue Recycled Product #19375 or eq. 36 rolls/CS ((#REP-CT1000 Roality Premium Corless Bath Tissue 4x4 1000 sht/rl, 36/cs)	CS	\$ 44.20	0	\$ -	\$ 46.50	\$ -
36	HB1995A	Embossed 2-ply Kitchen Roll Towel/Strong & Absorbent or eq. 8.8" x 11" 100 sh./roll 30/CS (#HB1995A SCA 2/ply Kiten Towel 12/210/cs)	CS	\$ 27.25	50	\$ 1,362.50	\$ 28.65	\$ 1,432.50
37	OAS-40-005TR	White Universal Premium Quality Hardwound Towel 2"core or eq. 8" x 600' per roll 12/CS	CS	\$ 35.60	101	\$ 3,595.60	\$ 35.60	\$ 3,595.60
38	290089	Tork #290089 Advanced Single-Ply Hand Roll Towel- White 7.7" x 700' 6 rolls/CS	CS	\$ 51.35	18	\$ 924.30	\$ 54.05	\$ 972.90
39	RP-MFT-2PLY	Georgia Pacific Signature 21000 White 2-ply Premium multi-fold or eq. 125ct./16pk/CS (RP-MFT-2PLY White 2/ply Premium Multi-Fold Towel 12/334/cs)	CS	\$ 19.75	202	\$ 3,989.50	\$ 22.60	\$ 4,565.20
40	DIXSSF51	Dixie Forks SmartStock Refill LAG DIXSSF51 40pc/Pk. 25Pk/CS *	CS	\$ 48.40	0	\$ -	\$ 50.95	\$ -
41	DIXSS51	Dixie Spoons SmartStock Refill LAG DIXSS51 40pc/Pk. 25Pk/CS *	CS	\$ 48.40	0	\$ -	\$ 50.95	\$ -
42	DIXSSK51	Dixie Knives SmartStock Refill LAG DIXSSK51 40pc/Pk. 25Pk/CS *	CS	\$ 48.40	0	\$ -	\$ 50.95	\$ -
43	C-KC12	KARAT C-KC12 - P.E.T 12 OZ CLEAR PLASTIC CUP or eq. 1000/CS	CS	\$ 44.30	2	\$ 88.60	\$ 60.70	\$ 121.40
44	8J8	DART DAR-8J8 8OZ FOAM CUP or eq. 25/pk. 40pk./CS	CS	\$ 25.85	2	\$ 51.70	\$ 31.50	\$ 63.00
						Sub-Total	\$ 50,975.30	\$ 50,765.40
						Total Sales Tax (.07975)	\$ 4,065.28	\$ 4,048.54
						GRAND TOTAL	\$ 55,040.58	\$ 54,813.94

* this product shall have no "Or equals"

Focus Packaging & Supply Company
 Submitter's name/Company (Please Print)

 07-22-2021
 Submitter's Signature



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: September 7, 2021

SUBJECT: Police – Approval – Waive the normal purchasing process and approve the upgrade and sole source purchase of Tyler Technologies Enterprise Law Enforcement Records Management System (LERMS).

ATTACHMENTS: 1. Tyler Technologies Enterprise LERMS Upgrade Amendment.

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to waive the normal purchasing process and authorize the City Manager to enter into a sole source agreement with Tyler Technologies to upgrade to the Enterprise LERMS software. The total upgrade cost is \$124,000.

EXECUTIVE SUMMARY

The Police Department operates a Computer Aided Dispatch (CAD) and Law Enforcement Records Management System (LERMS) provided by Tyler Technologies. The Police Department has contracted with Tyler Technologies since 2014 for these services. Since 2014, many enhancements have been made to both systems allowing the Police Department to become more efficient in our workflows. This year, Tyler Technologies has released a major revision to its records management software. The Enterprise LERMS product is browser based, configurable by the agency, and can now be accessed by officers in their patrol vehicles. Additionally, the new version of the software will allow staff to improve workflows, enhance efficiency, and modernize our operations. Staff recommends this sole source purchase with Tyler Technologies as their LERMS software is tightly integrated with the CAD system and all their other modules, this functionality would likely cease if another records management system was introduced.

BACKGROUND

The Clovis Police Department uses a Computer Aided Dispatch and Records Management System to efficiently dispatch calls for service and accurately maintain Police Department records. All police records including crime reports, person records, crime statistics, and many other sensitive records are stored within the system. Since 2014, Tyler Technologies "New World" software has supported our operations.

The current version of our records management system used by the Police Department was first released over 15 years ago and does not support many necessary functions required of a 21st century law enforcement agency.

A new version of the records management software, Enterprise LERMS, is a product that has been in development for several years. We have been informed by Tyler Technologies that this new software is now available for upgrade.

The new version of Enterprise LERMS offers a better user experience, is configurable, and allows for better data management and analysis. Additionally, the software is browser based which will allow field personnel to easily access information in their patrol vehicles. We are confident that the upgrade to the new software will increase efficiency, improve workflows, and allow our staff to make informed decisions regarding crime trends and deployment of resources.

FISCAL IMPACT

The cost of the Tyler Technologies Enterprise LERMS upgrade is included within the approved City of Clovis 2021-2022 budget. Total cost of the upgrade will be \$124,000.

REASON FOR RECOMMENDATION

Staff is recommending that the City Council authorize the City Manager to enter into a sole source agreement with Tyler Technologies to upgrade the Enterprise LERMS software allowing the Police Department to modernize its record keeping system and maintain the needed integration between LERMS, the CAD system and the other modules of the Tyler Technology New World System software.

ACTIONS FOLLOWING APPROVAL

The Clovis Police Department will enter into a purchase agreement with Tyler Technologies to upgrade to the Enterprise LERMS records management software.

Prepared by: James Munro, Police Lieutenant

Reviewed by: City Manager 



AMENDMENT

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

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

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

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

1. The "Deleted Standard Software" set forth in Exhibit 1, Schedule 1, is hereby removed from the Agreement, and Client's license thereto shall cease when the replacement Tyler Software set forth in Exhibit 1 and identified as Upgrade to Enterprise ("Replacement Standard Software") is hereby added to the Agreement and has been moved to a live production environment. Project management, implementation and training services associated with the upgrade will be provided according to the terms of Exhibit 2.
2. The following payment terms, as applicable, shall apply:
 - a. Additional software fees will be invoiced 100% on the Amendment Effective Date.
 - b. Associated maintenance and support fees for the Replacement Standard Software will remain unchanged from the Deleted Standard Software. Associated maintenance and support fees for any additional Tyler Software listed in Exhibit 1 will be invoiced on a pro rata basis for the period beginning on the first day of the month following the Amendment Effective Date through the end of the current maintenance term and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software. On an annual basis thereafter, Tyler will invoice Client its then-current annual maintenance and support fees.
 - c. Fixed price services are invoiced upon complete delivery of the service.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

Tyler Technologies, Inc.

City of Clovis, CA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 100,000
Third-Party Products	\$ 0
Travel	\$ 24,000
Total One-Time Cost	\$ 124,000
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0



Quoted By:
 Quote Expiration:
 Quote Name:

Dawn Brown
 1/9/22
 Clovis PD Enterprise Records
 Upgrade

Sales Quotation For:

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

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
New World Public Safety				
Law Enforcement Records Management System				
Enterprise Upgrade Law Enforcement Records	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Upgrade Animal Licensing	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Upgrade Bookings	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Upgrade Briefing Notes	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Upgrade Crash	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Upgrade Gangs	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Upgrade Narcotics	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Upgrade Permits	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Upgrade Scheduling	\$ 0	\$ 0	\$ 0	\$ 0
Tyler Content Manager (TCM)	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Upgrade Livescan Interface	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Upgrade Ticket Writer Interface	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Upgrade COPLINK Interface	\$ 0	\$ 0	\$ 0	\$ 0
Enterprise Upgrade NCIC Interface	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$ 0	\$ 0	\$ 0	\$ 0
TOTAL	\$ 0		\$ 0	\$ 0

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
New World Public Safety					
Upgrade to Enterprise Records Implementation Services	1	\$ 100,000	\$ 0	\$ 100,000	\$ 0
TOTAL				\$ 100,000	\$ 0

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 100,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Estimated Travel Expenses	\$ 24,000	\$ 0
Summary Total	\$ 124,000	\$ 0
Contract Total	\$ 124,000	

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017 required User or Device Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

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

Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

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

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

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

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

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

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

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

A Comprehensive Public Safety Software Solution

Computer Aided Dispatch

CAD Mapping	Dispatch Questionnaire	Rip-N-Run Printing	Service Vehicle Rotation	E-911	ePCR
Call Entry	Fire Equipment Search	Run Cards/Response Plans	Unit Management	NG911	Fire Records
Call Control Panel	GIS/Geo-File Verification	Rapid SOS	Web CAD Monitor	CAD NCIC	Out-of-Band AVL
Unit Recommendations	Hazard and Location Alerts			Pictometry	Telestaff
Unit Status/Control Panel	Hazmat Search	<i>Additional Modules</i>	<i>Available Interfaces</i>	ASAP	PulsePoint
Call Stacking	Hydrant Inventory	BOLOS	Alarm	Pre-Arrival Questionnaire	Twitter
CAD Messaging	Note Pads	CAD Auto Routing	CAD to CAD	Encoder	PEMA Knowledge Center
Call Scheduling	Proximity Dispatch	CAD AVL	CAD Paging	CAD CFS Export	

Law Enforcement Records Management

Arrests	Impounded Vehicles	Training	Crash	Scheduling	Citizen Reporting
Buildings	Incidents	Wants and Warrant	Stop Data	Tyler Content Manager	COPLINK
Businesses	Investigations		Equipment and Inventory	Use of Force	Accurant Crime Analysis
Case Management	Order of Protection	<i>Additional Modules</i>	Gangs	Vehicle Tracking	LINX
Case Processing	Personnel	Alarms	Hazardous Materials		Evidence
Citations	Property and Evidence	Animal Licensing	Multi-Server Search	<i>Available Interfaces</i>	SECTOR
Dynamic Reporting	Records Request	Bicycle Registration	Narcotics	Livescan	MiDEX
Field Interviews	Registered Offenders	Bookings	Pawn Shops	Ticket Writer	LACRIS
IBR/Clery Reporting	Standard Reporting	Briefing Notes	Permits	NCIC	

Fire Records Management

Activity Reporting/ Scheduling	Hazardous Materials	Pre-Plans	<i>Additional Modules</i>	Fire Permits
Investigations	Hydrant Inventory	Station Activity Log	NFIRS Reporting	Inventory
Business Registry	Incident Tracking	BLS/ALS	Data Analysis/Mapping	LOSAP Tracking
	Personnel/Education		Equipment Tracking	Vehicle Tracking

Corrections Management

Bookings	Inmate Scheduling/ Tracking	Corrections Officer Log	<i>Additional Modules</i>	Officer Activity Reporting	<i>Available Interfaces</i>
D/L Swipe for Visitors	Inmate Contact	Financial Management	Inmate Tracking Bar	Officer Equipment Tracking	Livescan
Incident Tracking	Inmate Programs	Jacket Processing	Coding	Grievance Tracking	Booking Export
Inmate Property Tracking	Inmate Activity Log	Business Registry	Property Room	Mugshots	Northpointe
Inmate Classification	Trustee	Personnel/Education	Commissary Accounting	Web Inmate Inquiry	VINE
Inmate Housing	Case Management	State Reporting	Data Analysis/Mapping		CorEMR
Mass Move					

Mobile Computing

Dispatch/Messaging/ State/NCIC	DL Swipe Mugshot Download	In-Car Routing	LE Field Reporting	Ticket Writer
Fire Dispatch/Messaging	In-Car Mapping/AVL	Stop Data	LE Accident Field Reporting	
		Use of Force	Field Investigations	

Mobility Software

ShieldForce LE Dispatch	CrewForce Fire Dispatch	SceneCollect
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Analytics

Data Marts	Dashboard	Law Enforcement Analytics
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**Exhibit 1
Schedule 1
Deleted Standard Software**

[Clovis CA](#)

DELETED STANDARD SOFTWARE

LERMS

New World MSP Single-Jurisdiction Law Enforcement Records

Additional New World MSP Software for Law Enforcement Records

LE Records Federal and State Compliance MSP

Field Investigation MSP

Case Management MSP

Bookings MSP

Activity Reporting and Scheduling MSP

Index Cards MSP

Property Room Bar Coding MSP

Career Criminal Registry MSP

Narcotics Management MSP

Gang Tracking MSP

Permits MSP

Animal Licensing/Tracking MSP

New World MSP Third Party Records Interface Software

- Livescan Interface MSP

- Ticket Writer Interface MSP



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: September 7, 2021

SUBJECT: Police – Approval – Waive the normal purchasing process and approve the purchase of dispatch console workstations for the Clovis Police Department 911 Communications Center.

ATTACHMENTS: 1. Russ Bassett proposal for the Clovis Police Department

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to waive the City's usual purchasing process and authorize the City Manager to enter into an agreement with Russ Bassett for the purchase of dispatch console workstations and included services for the Clovis Police Department 911 Communications Center via the HGACbuy contract in the amount of \$244,017.77.

EXECUTIVE SUMMARY

The Clovis Police Department Communications Center was opened and furnished at our current Police headquarters in 2003. The current 911 dispatch workstations are nearing end of life and have experienced mechanical and cosmetic issues due to their age. Since 2003, Russ Bassett has improved the durability and design of the workstations including improved ergonomics and comfort features necessary for a Police communications center. Staff is recommending the purchase of Russ Bassett 911 dispatch console workstations to replace our current aging equipment. With this approval, Russ Bassett will also replace the flooring in the communications center. It is recommended that the City waive the formal bidding process and purchase the dispatch workstations via the vendors HGACbuy contract.

BACKGROUND

The Clovis Police Department 911 Communications Center is staffed by 20 Police dispatchers and is located at Police headquarters. Constructed and furnished in 2003, the communications center is due for a refresh of furniture and flooring.

The communications center is staffed at all hours of the day, and has a total of nine 911 dispatch consoles that act as the workstations for on-duty dispatchers. The workstations, provided by Russ Bassett in 2003, are still in working condition; however, we have begun to experience deterioration of the workstations including mechanical and cosmetic issues. Additionally, since 2003, many ergonomic improvements have been made to the workstations that will allow our dispatchers to work more comfortably during their 10-12 hour shifts.

The City of Chula Vista Police Department recently refreshed their communications center with Russ Bassett workstations. Staff visited Chula Vista and was impressed with the product, design, and features provided. Staff is recommending Russ Bassett due to the design and durability of their workstations along with our past experience.

The HGACbuy Contract is a nationwide public procurement service that makes the governmental procurement process more efficient. All contracts available to participating members have been awarded by virtue of a public competitive procurement process compliant with federal statutes. The City of Clovis is a member of HGACbuy. Waiving the City's formal bidding process will allow us to continue to work with Russ Bassett, our preferred provider of 911 dispatch console workstations.

FISCAL IMPACT

The cost of the Russ Bassett 911 dispatch console purchase is included within the approved City of Clovis 2021-2022 budget. Total cost of the upgrade will be \$244,017.77.

REASON FOR RECOMMENDATION

Staff is recommending that the City Council authorize the City Manager to enter into an agreement with Russ Bassett to purchase 911 dispatch console workstations allowing the Police department to modernize the 911 communications center.

ACTIONS FOLLOWING APPROVAL

The Clovis Police Department will enter into a purchase agreement with Russ Bassett to purchase 911 dispatch console workstations and services.

Prepared by: James Munro, Police Lieutenant

Reviewed by: City Manager 

CLOVIS POLICE DEPARTMENT DISPATCH CENTER CONSOLE FURNITURE REPLACEMENT

AUGUST 26, 2021



ATTACHMENT 1



August 26, 2021

Lieutenant Jim Munro
Clovis Police Department
1233 Fifth Street
Clovis, CA 93612

Clovis Police Department Dispatch Center Furniture – Russ Bassett Cost Proposal, Updated

Jim:

On behalf of the Russ Bassett team, I would like to thank you for the opportunity to provide a proposal for the design, manufacture, delivery and installation of the dispatch center furniture. It has been a pleasure to meet you and Abby Padgett to develop an improved furniture solution that will provide more comfortable viewing for the dispatchers due to better placement and easier adjustment of the monitors, eliminate cabling issues and provide improved access to technology. This proposal has been updated to include Option 1 Revision B floor plan as the final selection. Information for 2B and 3A has been removed.

Per our discussion earlier this week, a price increase was announced last week August 20, 2021. Per your request and based on your appearance before City Council on September 7, 2021, we have extended the quote expiration date from August 30, 2021, to September 15, 2021. Quote pricing is based on our HGACBuy Cooperative Contract. Please include the contract number on your purchase order. The quote for Option 1 Revision B with the extended expiration date is included in this proposal. Please return the purchase order, signed/dated quote, drawings, logo panel artwork and console/carpet finish selections to me by close of business on September 15, 2021, to lock in the current pricing.

Russ Bassett is an industry leading designer and manufacturer of consoles for mission critical environments. We have been in business for over 60 years and have a state of the art 110,000 square foot manufacturing facility and showroom in Whittier, CA.

We have the proven expertise and experience in the layout, design, manufacture and installation of mission critical console systems based on our successful similar project work at public safety facilities such as The Fresno Police and Sheriff's Departments, Visalia Emergency Communications Center, Airline Operational Control Centers such as Delta, United, American and Southwest and Federal Government agencies such as the US Forest Service, FAA and the FBI. Russ Bassett console furniture will soon be installed at the Tulare County co-located Sheriff and Fire Dispatch Center this August. Please also see [endorsement letters](#) on our website.

We recognize that mission critical environments pose unique challenges and demands. Russ Bassett provides a complete line of furnishings that offer Command Centers, Control Rooms and Dispatch Centers a product with unparalleled structural integrity, full sit to stand ergonomic adjustability, complete cable management and advanced technology integration. Our goal is to deliver both a best-in-class console furniture solution and customer experience.

Included in this proposal are quotes that contain the necessary elements for a successful project per our conversations to date. These include turnkey design, project management, console materials, applicable sales taxes, single phase delivery and installation services for the new consoles. The proposal also includes carpet removal, disposal and purchase/installation of new anti-static carpet squares. Work scope hours are quoted as 7:00 am to 5:00 pm Monday through Friday. Prevailing wage installation rates are quoted.

The pricing excludes source electrical and communications terminations, cabling, extended monitor cables, monitor mounting, anchoring and floor coring. Actual grounding of the consoles to the grounding grid is done by the Customer's contracted electrician. The quote does not include the chairs, large screen displays, monitors, keyboards or mice shown in the drawings.

Services Include:

- Design layouts & console configurations
- Survey of requirements & objectives
- Space planning and floor plans
- CAD drawing packages and revisions
- Color renderings & sign off
- Dedicated Support Representative & Dedicated Project Manager
- Coordination with architectural, design and construction firm
- Coordination with data/electrical/technology providers to ensure project completed on time and within budget
- Establish project timelines & attend project meetings
- Delivery, Dismantle and Installation services
- Project planning checklist
- Specialized packaging & transportation carriers
- Russ Bassett Certified Installers
- Installation Survey

DC-21238-01 Option 1 Revision B 90-Degree Corner Console Floorplan

Console height range is 22.6" to 48.7"; fixed height consoles are 29"H

Note – all cabinets are without locks except where noted

Dispatch Consoles and Mobile Storage:

- (10) Flex 90-degree Corner Single Surface Dual-lift Height Adjustable Consoles
 - 36D x 78W x 78L; overall depth is 42"
- (20) Box/File 2-drawer mobile cabinets with locks
- Supervisor with;
 - Integrated Box/Box/File cabinet
 - Slatwall mounted Wipe Holder
 - Slatwall Mounted File Organizer, 3 slot

Options and Accessories include:

- Slatwall Mounts for monitors depicted in the drawings;
 - (10) single mounts for 24" portrait-oriented monitor
 - (10) large display mounts for 42" Monitors
 - (10) dual-mounts for 2/24" Monitors
- Dashboard cartridges & trough connections and accessories:
 - Dimmable LED Task Light
 - Ambient light dimmer
 - (2) 3.0 USB Keystone Couplers with 15' Extension Cables to connect keyboards and mice with computers
 - Personal Comfort System (integrated desktop fans and under surface heaters) including:
 - Worksurface edge mounted simple, intuitive controls
 - Occupancy sensor for time out after long periods of inactivity
 - Dual output forced air heater beneath worksurface with directional adjustment
 - Desktop cooling fans with directional diffusers
 - Personal Convenience Charging Outlets, (1) 3-prong and 2 USB power-only
- Cup Holder, undersurface, swivel style
- Ambient Light Kit with power supply, blue
- Red Status Indicator Light, computer activated, with power supply
 - (Not shown at Supervisor position, but included in the quote)
- Position Sign, customizable (not shown at Supervisor position but included in the quote)
- Technology storage; for (4) computer systems
 - (2) Under surface tech storage boxes; Corner 15W x 18H x 23D ID, Linear 9W
 - Technology storage corner filler (Corner consoles)
- Data termination bracket, 14 outlet
- (2) Up-lit Edge Glazed Logo Panels with (1) Logo and (1) line of text per panel

- Safeguard Shields between positions as shown; 30"H Acrylic

Center Aisle Storage:

- (2) File/File cabinets
- (4) Box/Closed cabinets
- (2) Closed Shelf cabinets
- (10) Slatwall File Organizers = (33) file slots

Below are a few key features that differentiate the Russ Bassett products from other options you may be considering:

Slatwall Monitor Arrays

- Slatwall Monitor Array that moves all monitors together as one with electric height and manual focal depth user adjustments. The array is a curved two-sided slatwall design and incorporates adjustable mounts that provide for peripheral and tilt angles to be preset, both optimizing the ergonomic interface and properly aligning all monitor seams. In either case robust power distribution and cable management features are integrated.

Cable Management

We obsess over orderly cable management! You cannot put your foot up and disconnect a mouse, keyboard, or anything else! All PCs and peripheral equipment monitor video and power cables, source electrical and communications cabling, etc. occur within the console. From the monitor arms or slatwall monitor mounts, into the slatwall wire management trough, into the structural wall and out into the PC enclosure spaces we properly manage all audio, video, power and network cables to keep all mission critical systems easily accessible and the console easily retrofittable.

Welded Steel Framework

Russ Bassett consoles are welded steel rather than bolted extrusions and/or wood panels, offering superior rigidity (particularly beneficial for reconfiguring). The integrated structural wall surround provides a rigid physical structure to the system, multiple cable management raceways, serve as the zone for accommodating and fully enclosing electrical J-box and network cabling demarcations, allows for computer and peripheral equipment placement, vertical rack mounting, and serves as the connection between the sit-stand cable management infrastructure.

Russ Bassett offers a very strong Warranty. We stand behind our product solutions and are totally committed to long term customer satisfaction. The warranty is included in the corresponding section.

We are proud to be "**Made in the USA**". Russ Bassett Consoles are made at our factory in Whittier, California.

Manufacturing lead times are currently in the (12-14) week range after receipt of the purchase order, signed quote, finish selections and logo panel (Edge-lit glass) artwork.

Our goal is that every Russ Bassett client has an excellent experience working with us from project inception through successful project installation. Our goal is to not only meet your expectations, but to exceed them. We will bring drive, integrity, attention to detail, and excellent service to your team during every stage of the project.

Please do not hesitate to contact me with questions or concerns by phone at (562) 505-4719 or by email arabago@russbassett.com

Respectfully,



Ava Rabago
Sales Executive

HGACBuy EC07-20
 Russ Bassett Contract Information

Contract Introduction

HGACBuy contract is a national cooperative purchasing vehicle available to state and local government agencies. This is an alternative to having to go out for competitive bids since the contract was already competitively bid, and all contract holders must participate in the bidding process every two years to continue to compete for the contract.

There is no cost to the agency to use HGACBuy Contracts or to sign up as a member.

An agency can find out if they are a member by following this link and looking up the members in their state: <http://www.hgacbuy.org/about/end-users.aspx>.

If they are not already members, an agency can sign up with HGACBuy and then utilize the contract by way of referencing it on their PO. The agency (or their parent municipality, county or state), simply enters into an interlocal agreement (ILC) with HGACBuy. The process for signing up as a member can be found here: <https://www.hgacbuy.org/join/become-an-end-user.aspx>.

To access the HGACBuy website directly to learn more about the contract, please visit <https://www.hgacbuy.org/about/default.aspx>.

The agency can also reach out directly to Veronica Johnson who administers the 9-1-1 Equipment & Services contract. Veronica’s contact information is listed below.

Veronica Johnson
 HGACBuy
 Procurement Specialist
 713-993-2446
 Veronica.johnson@h-gac.com

Russ Bassett and HGACBuy

Russ Bassett Consoles are available on HGACBuy Contract EC07-20 for 9-1-1 Equipment & Services and Equipment is in effect until June 30th, 2022. For clients interested in this contract, we supply a line item detail quotation specific to the client’s design drawing we develop for them, and an associated HGACBuy worksheet. At the time of order, we submit the HGAC worksheet, our line item detail quotation and a copy of our client’s purchase order to HGACBuy and they review each line item and the overall order to ensure contract compliance.

Russ Bassett has held EC07-16 and EC07-18, and now EC07-20 contracts in good standing over the past four years.

To access the full contract details and line items, please visit:
<https://www.hgacbuy.org/contracts/documents/EC07-20/Russ-Bassett-Corp.pdf>

Quotation



AGENDA ITEM NO. 13.

PROJECT #: DC-21238-01 **Option: 1**
REVISION: B
PROJECT NAME: Clovis Police Department

8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
 www.russbassett.com

QUOTE DATE: 7/16/2021	SALES EXECUTIVE: Ava Rabago
EXPIRATION DATE: 9/15/2021	ADDRESS: 8189 Byron Rd Whittier, CA 90606
CUSTOMER: Clovis Police Department	PHONE: (562) 505-4719
CONTACT: Lt. Jim Munro	EMAIL: arabago@russbassett.com
ADDRESS: 1244 5th Street Clovis, CA 93612	
PHONE: (559) 593-5333	
EMAIL: jamesm@ci.clovis.ca.com	

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
AREA: 1		CONSOLES	AREA 1 TOTAL: \$	149,358.00
10	FSA-CT-78	Flex Sit-Stand, 90° Corner, 78W, Single Lift, Adj. Array, Tech Storage	\$ 4,836.60	\$ 48,366.00
10	FCF-42-S-SSF	Flex Sit-Stand Corner Filler, 42H, Solid, Fabric	\$ 480.00	\$ 4,800.00
1	FSW-07-2442-EMT-SWN	Flex Wall, 07D, 24L x 42H, Empty Side A, Slatwall Side B	\$ 381.00	\$ 381.00
12	FSW-07-3042-EMT-EMT	Flex Wall, 07D, 30L x 42H, Empty Side A, Empty Side B	\$ 243.00	\$ 2,916.00
4	FSW-07-3042-EMT-SWN	Flex Wall, 07D, 30L x 42H, Empty Side A, Slatwall Side B	\$ 393.00	\$ 1,572.00
8	FSW-07-4842-EMT-FBN	Flex Wall, 07D, 48L x 42H, Empty Side A, Fabric Side B	\$ 474.00	\$ 3,792.00
4	FSW-07-4842-SSF-SSF	Flex Wall, 07D, 48L x 42H, Sit-Stand Fabric Side A, Sit-Stand Fabric Side B	\$ 615.00	\$ 2,460.00
4	FSW-07-4842-SWN-SSF	Flex Wall, 07D, 48L x 42H, Slatwall Side A, Sit-Stand Fabric Side B	\$ 597.00	\$ 2,388.00
9	FTC-0706-SL-S	Flex Top Cap, 7D x 6W, Status Indicator Light Pole Receiver, Square	\$ 180.00	\$ 1,620.00
1	FTC-0724-S-S	* Flex Top Cap, 7D x 24W, Solid, Square	\$ 120.00	\$ 120.00
7	FTC-0772-S-S	* Flex Top Cap, 7D x 72W, Solid, Square	\$ 168.00	\$ 1,176.00
7	FTC-0778-S-S	* Flex Top Cap, 7D x 78W, Solid, Square	\$ 174.00	\$ 1,218.00
2	FWS-FOF-2460-E	Work Surface, Rectangle Overhang, Full, 24D x 60L	\$ 789.00	\$ 1,578.00
2	FWS-FRE-2448-E	Work Surface, Rectangle, 24D x 48L	\$ 474.00	\$ 948.00
1	FWS-FRE-3624-E	Work Surface, Rectangle, 36D x 24L	\$ 456.00	\$ 456.00
10	FWS-SCA-3678-N-E	Work Surface, 90° Corner Sit-Stand, Single Lift Array, 36D x 78L	\$ 984.00	\$ 9,840.00
1	FBP-2442-SPS	Flex Back Panel, 24W x 42H, Solid, Powder, Square	\$ 195.00	\$ 195.00
12	FBP-3042-SPS	Flex Back Panel, 30W x 42H, Solid, Powder, Square	\$ 201.00	\$ 2,412.00
12	FBP-4842-SPS	Flex Back Panel, 48W x 42H, Solid, Powder, Square	\$ 219.00	\$ 2,628.00
2	FCC-07L-9042-EPS	Flex Corner Connector, 7D, 90° L-Type, 42H, Exterior, Powder, Square	\$ 276.00	\$ 552.00
4	FCC-07T-9042-EPS	Flex Corner Connector, 7D, 90° T-Type, 42H, Exterior, Powder, Square	\$ 276.00	\$ 1,104.00
4	FEC-AAC-0742-B-S	* Flex Back-to-Back End Cap, Corner, Array Sit-Stand, 7" Wall, 42"H, Square	\$ 420.00	\$ 1,680.00
5	FEC-AAC-0742-L-S	* Flex Left End Cap, Corner, Array Sit-Stand, 7" Wall, 42"H, Square	\$ 375.00	\$ 1,875.00
6	FEC-AAC-0742-R-S	* Flex Right End Cap, Corner, Array Sit-Stand, 7" Wall, 42"H, Square	\$ 375.00	\$ 2,250.00
1	FEC-FH-0742-S	Flex End Cap, Fixed Height, 7" Wall, 42"H, Square	\$ 240.00	\$ 240.00
2	FPC-2430-PD-S-N	Flex Closed Storage Pedestal, 24D x 30W, Pair of Doors, Square, No Lock	\$ 354.00	\$ 708.00
2	FPD-2436-FF-S-N	Flex Drawer Pedestal, 24D x 36W, File/File, Square, No Lock	\$ 435.00	\$ 870.00
1	FPD-3624-BBF-S-N	Flex Drawer Pedestal, 36D x 24W, Box/Box/File, Square, No Lock	\$ 378.00	\$ 378.00
20	FPM-2015-BF-S-L	Flex Mobile Pedestal, 20D x 15W, Box/File, Square, Lock	\$ 348.00	\$ 6,960.00
1	FPP-2418-BCL-S-N	Flex Drawer Pedestal, 24D x 18W, Box/Closed, Left Swing, Square, No Lock	\$ 327.00	\$ 327.00
1	FPP-2418-BCR-S-N	Flex Drawer Pedestal, 24D x 18W, Box/Closed, Right Swing, Square, No Lock	\$ 327.00	\$ 327.00
1	FPP-2424-BCL-S-N	Flex Drawer Pedestal, 24D x 24W, Box/Closed, Left Swing, Square, No Lock	\$ 345.00	\$ 345.00

Quotation



AGENDA ITEM NO. 13.

PROJECT #: DC-21238-01	Option: 1
REVISION: B	
PROJECT NAME: Clovis Police Department	

8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
 www.russbassett.com

QTY	PART NUMBER	DESCRIPTION	HGAC	BUY PRICE	EXTENDED
1	FPP-2424-BCR-S-N	Flex Drawer Pedestal, 24D x 24W, Box/Closed, Right Swing, Square, No L	\$	345.00	\$ 345.00
10	WAC-AMB-AR-C-78-B	Ambient Light, Array, 90-Crn, 78", Blue	\$	240.00	\$ 2,400.00
10	WAC-DASH-1P2U	Dash Cartridge, 1 Power / 2 Power-only USB	\$	195.00	\$ 1,950.00
10	WAC-DASH-AMB-DIMMER	Dash Cartridge, Ambient Dimmer	\$	180.00	\$ 1,800.00
10	WAC-DASH-TL-GSNK	Dash Cartridge, Gooseneck Light	\$	276.00	\$ 2,760.00
10	WAC-DTB-14	14 Port Data Termination Bracket, Universal	\$	72.00	\$ 720.00
9	WAC-SL1-24-R	Pole Mount Status Indicator Light - 24"H Pole -Red	\$	285.00	\$ 2,565.00
9	WAC-SL-CNCT-KT	Status Indicator Light Connection Kit with Power Supply	\$	150.00	\$ 1,350.00
2	WAC-TCNTR-STG-FLR	T-Type Corner Connector Storage Filler	\$	105.00	\$ 210.00
10	DAC-AMB-PWR	Ambient Light Power Supply W/ Splitter	\$	30.00	\$ 300.00
23	DAC-BOND-JMPR-10AWG-	* Bonding Jumper Cable, 10 AWG, 14"	\$	18.00	\$ 414.00
20	DAC-CO-USB	USB-A 3.0 Keystone - Coupler (Includes 15' Extension)	\$	36.00	\$ 720.00
10	DAC-CUPHLDR-US-R	Cup Holder, Under Surface, Rotating	\$	99.00	\$ 990.00
10	DAC-MM-01-SW-PM	Monitor Mount, Slatwall, Pole Mount	\$	315.00	\$ 3,150.00
10	DAC-MM-11-SW-PM	Monitor Mount, 1-Over-1, Slatwall, Pole Mount	\$	510.00	\$ 5,100.00
10	DAC-MM-LG-200	Monitor Mount, Large Screen, 200MM VESA	\$	300.00	\$ 3,000.00
10	DAC-PCS-FLX-A	Flex Personal Comfort System, Heat & Air, Array Console	\$	1,305.00	\$ 13,050.00
9	DAC-SL-CIS	Status Indicator Light - Custom Interchangeable Sign	\$	105.00	\$ 945.00
11	DAC-SW-PAPER	Slatwall Paper Flow Mgr.	\$	90.00	\$ 990.00
1	DAC-SW-WIPES-425	* Slatwall Disinfecting Wipes Holder, 4.25" Diameter	\$	117.00	\$ 117.00

AREA: 2	LOGO PANELS/EDGE-LIT GLASS	AREA 2 TOTAL:	\$	7,032.00	
2	FTC-0778-GL-BL-S	* Flex Top Cap, 7D x 78W, Blue Lit Glass W/ Logo, Square	\$	1,134.00	\$ 2,268.00
1	WAC-ARTWORK	* Logo Artwork Prep - Per Logo Design	\$	500.00	\$ 500.00
2	WAC-ETCH-LOGO	* Glass Etching, Logo - Per Logo Instance	\$	525.00	\$ 1,050.00
2	WAC-ETCH-TEXT	* Glass Etching, Text - Per Text Line	\$	725.00	\$ 1,450.00
4	WAC-SGS-ACR-4230	* SafeGuard Shield, Acrylic, 42W x 30H	\$	204.00	\$ 816.00
4	WAC-SGS-ACR-4830	* SafeGuard Shield, Acrylic, 48W x 30H	\$	220.20	\$ 880.80
4	WAC-SGS-CK-L45	* SafeGuard Shield, Connector Kit, L, 45 Deg	\$	16.80	\$ 67.20

AREA: 3	SUPERVISOR STATUS LIGHT	AREA 3 TOTAL:	\$	540.00	
1	WAC-SL1-24-R	Pole Mount Status Indicator Light - 24"H Pole -Red	\$	285.00	\$ 285.00
1	WAC-SL-CNCT-KT	Status Indicator Light Connection Kit with Power Supply	\$	150.00	\$ 150.00
1	DAC-SL-CIS	Status Indicator Light - Custom Interchangeable Sign	\$	105.00	\$ 105.00

Quotation



AGENDA ITEM NO. 13.

PROJECT #: DC-21238-01	Option: 1
REVISION: B	
PROJECT NAME: Clovis Police Department	

8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
 www.russbassett.com

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
AREA: 4		CARPET - Approx. 1,200 sq. ft. 24" x 24" StaticSmart Level III ESD Carpet Tiles	AREA 4 TOTAL: \$	21,600.00

Statement of Work - Carpet:

- Removal of existing carpet
- New Carpet Material (color to be determined)
- Anti-static Adhesive
- Copper strips
- Topset Base Molding (color to be determined)
- Installed in 1 phase in concert with the Russ Bassett console installation
- Labor rates are based on using CA provisional labor rates per the services rendered
- CA Recycle Fee
- Prevailing Wage Labor

Comments or Special Instructions:

All material is guaranteed to be as specified and the below work performed in accordance with all drawings and specifications and completed in a substantial workman like manner. Quote is based on a one-time uninterrupted installation of access floor, in cooperation with other building trades. Work to be done Monday through Friday from 7:00 AM to 3:30 PM.

CONSOLE SCOPE OF WORK:

Install 10 sit-stand consoles per drawing in one single phase. All trash and shipping debris will be removed and disposed of by the Russ Bassett installation team unless on site arrangements have been made by the customer. The area and delivery path in which new consoles or components are to be installed shall be free and clear of debris and obstructions prior to Russ Bassett's arrival to the project site.

- Russ Bassett to teardown existing console furniture, remove from the project site, and dispose of following local disposal guidelines.
- All work to be completed during normal business hours.
- All labor to comply with union/prevailing wage labor rates and rules.

APPROVED ARTWORK FOR LOGO PANEL MUST BE SUBMITTED AT THE TIME OF ORDER. ANY DELAYS WILL RESULT IN ADDITIONAL DELIVERY AND INSTALLATION FEES.

Cooperative Contract HGACBuy EC07-20

Product Total:	\$	178,530.00
Sales/Use Tax (7.975%):	\$	14,237.77
Delivery Services:	\$	5,000.00
Russ Bassett Installation Services:	\$	41,250.00
Teardown and Removal of Existing:	\$	5,000.00
Total Due	\$	244,017.77

Quotation



AGENDA ITEM NO. 13.

PROJECT #: DC-21238-01	Option: 1
REVISION: B	
PROJECT NAME: Clovis Police Department	

8189 Byron Road Whittier, CA 90606
Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

Drawings

Any drawing submitted to the Client under this Quotation must be signed-off as "approved for manufacture" and returned with applicable purchase order. Drawing REVISION level must match Quote REVISION level.

Delivery & Installation

A signed, completed delivery and installation checklist and purchase order is required to prevent any issues at time of delivery and installation. Any unique requirements encountered at time of delivery and installation not covered on the installation checklist will be invoiced at cost in addition to the charges quoted herein.

Russ Bassett ships your products using our "Safe Ship" program. The program simply states that we guarantee your products will arrive damage free anywhere in the 48 contiguous United States. If damage should occur, notify customer service and Russ Bassett will rush a replacement part or unit and pick up the damaged product.

Due to the custom nature of our products, Russ Bassett recommends using only Certified Russ Bassett Installers.

Purchase Order

Send to: Russ Bassett Corporation
Attn: Customer Service
8189 Byron Road
Whittier, CA 90606

Fax to: (562) 698-8972

Purchase orders must include the following information to process with Russ Bassett:
Sold to, Ship to, Order Date, Requested Delivery/Install Date, PO Number, Quantity, Full Model Numbers & Total.

All purchase orders must also accompany the following documents to be considered a complete order:
Signed drawing noting console and work surface colors and/or cabinet color, signed quotation, & installation checklist.

Quote is Valid for 90 days from date of issue; and, may only be extended in writing by Russ Bassett.

Payment Terms

- 50% due 30 days after product shipment
- 30% due 30 days after substantial installation completion
- 20% due after final sign-off

Lead-time

For the products covered under this proposal is ten (10) to twelve (12) weeks AAO (After Acceptance of Order).
Incomplete Purchase Orders may delay the ship date; actual date will be confirmed on written Order Acknowledgment.

Quotation



AGENDA ITEM NO. 13.

PROJECT #: DC-21238-01	Option: 1
REVISION: B	
PROJECT NAME: Clovis Police Department	

8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
 www.russbassett.com

Warranty

Russ Bassett warrants, to the original Buyer, that all products will be free from defects in material and workmanship for 10 full years. In mission critical, 24/7/365 environments, quickly resolving a product issue is of top priority for both the Buyer and Russ Bassett. Prompt execution of this warranty requires cooperation. With guidance from Russ Bassett, Buyer agrees to perform basic troubleshooting tasks to determine the nature of the defect and to self-correct before on-site assistance can be provided.

For simple replacements, the part will be quickly shipped directly to Buyer. If the problem requires on-site assistance, Russ Bassett will come out during normal work hours to resolve the issue. If the defect is found to have resulted from circumstances outside of the warranty coverage, and/or Buyer imposes conditions or restrictions that increases the service cost, Buyer agrees to reimburse Russ Bassett for any resulting additional expense. Buyer also agrees to properly dispose of the old parts and packing material.

The few circumstances where this warranty against defects would not apply include normal wear and tear, damage, misuse, modifications, consumable items or product shipped outside the U.S.

Repairs, substitute products or replacements, of equal or higher value, used to resolve a warranty claim will in no way extend the applicable warranty period applied to the original product. Product repair or replacement is Buyer's exclusive remedy for all product defects covered under this non-transferable warranty. Russ Bassett makes no other express or implied warranties to any product except as stated above and makes no warranty of Russ Bassett product fitness except for use as standard console furniture.

Change Order & Cancellation Policy

Changes to an order, once it has been processed, can be very disruptive and costly. Once an order has been started in manufacturing, usually within 4 weeks of the scheduled ship date, it is not possible to make changes.

Any requests for changes to the design or scope of work shall be made in writing. RBC will notify Buyer if it is possible to accommodate the change requests. If there is still time to accommodate the change requests, RBC will provide a quotation covering the cost and lead-time impact of the change. If these impacts are acceptable to Buyer, RBC will produce changed drawings for review and approval. No change will be made without sign-off of the updated quote and drawing by Buyer.

Any cancellation requests must be submitted in writing and approved by an officer of Russ Bassett. Upon acceptance of canceled order, a cancellation charge of 25% of the contract amount will be incurred over and above the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses also incurred by Russ Bassett.

Buyer's Delay

Russ Bassett only builds products to order, based on bonified purchase orders and deploys manufacturing resources necessary to meet scheduled delivery requirements outlined in the order. The company realizes projects get delayed. Upon request, Russ Bassett may provide storage for the first 30 days from the original ship date at no cost. In extreme cases, the Russ Bassett Sales Executive may request the President to approve extending the grace period for an additional 30 days.

In all cases, unless approved by the President, the customer is to be invoiced for the full product total on the original ship date.

Storage fees are outlined below:

Storage after 30 days will only be approved, provided 90% of the initial invoice has been paid, allowing 10% hold-back till final project acceptance. Storage fees will be invoiced monthly and must be paid promptly to keep benefits intact.

Storage period	Fees □ □
Up to 30 day delay	No cost as a courtesy
31 to 90-day delay	1% of product total per month
91 to 150-day delay	2% of product total per month
151 to 180-day delay	4% of product total per month

Storage is not offered after 180 days.
 Storage arrangements may be canceled at any time for non-payment.
 The customer may choose to arrange their own storage. In that case, claims for product damage will become the responsibility of the customer and their storage agent.

Acceptance Signature

_____	_____	_____
Authorized Signature	Print Name of Authorized Signature	Print Title
_____	_____	_____
Print Company Name	P.O. Number	Date of Authorization

CUSTOMER

CUSTOMER:
CLOVIS POLICE DISPATCH

PROJECT ADDRESS:
1233 5TH
CLOVIS, CA 93612

PROJECT

PROJECT NAME:
MAIN DISPATCH

PROJECT INITIATION DATE:
02/16/21

CONSOLE TYPE: NUMBER OF POSITIONS:
FLEX - 78" CORNERS 10

SCALE:
NTS

SALES EXECUTIVE
AVA RABAGO

DESIGNER
JEREMY NIXON

SHEET INDEX

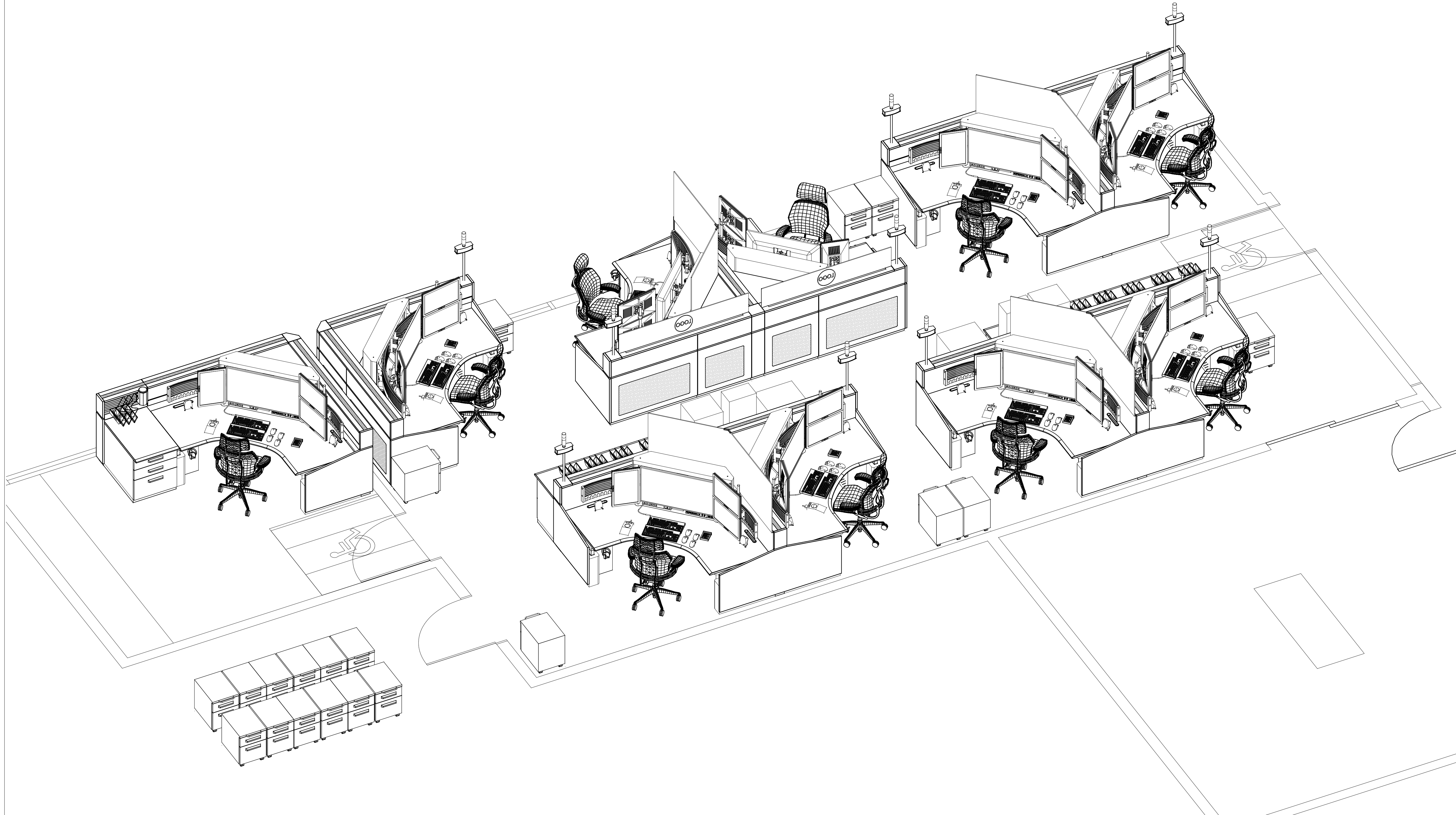
NO.	SHEET NAME
1	3D VIEW 1
2	3D VIEW 2
3	PLAN VIEW
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

REVISIONS

REV	DATE	DESCRIPTION	BY
A	02/16/21	2D & 3D PRELIMINARY DRAWING	JN
B	03/11/21	REVISED MONS. & CONSOLE SIZE	JG

SHEET DESCRIPTION
3D VIEW 1

DRAWING #	OPTION	REV.	SHEET
DC-21238-01	1	B	1



CUSTOMER

CUSTOMER:
CLOVIS POLICE DISPATCH

PROJECT ADDRESS:
1233 5TH
CLOVIS, CA 93612

PROJECT

PROJECT NAME:
MAIN DISPATCH

PROJECT INITIATION DATE:
02/16/21

CONSOLE TYPE: NUMBER OF POSITIONS:
FLEX - 78" CORNERS 10

SCALE:
NTS

SALES EXECUTIVE
AVA RABAGO

DESIGNER
JEREMY NIXON

SHEET INDEX

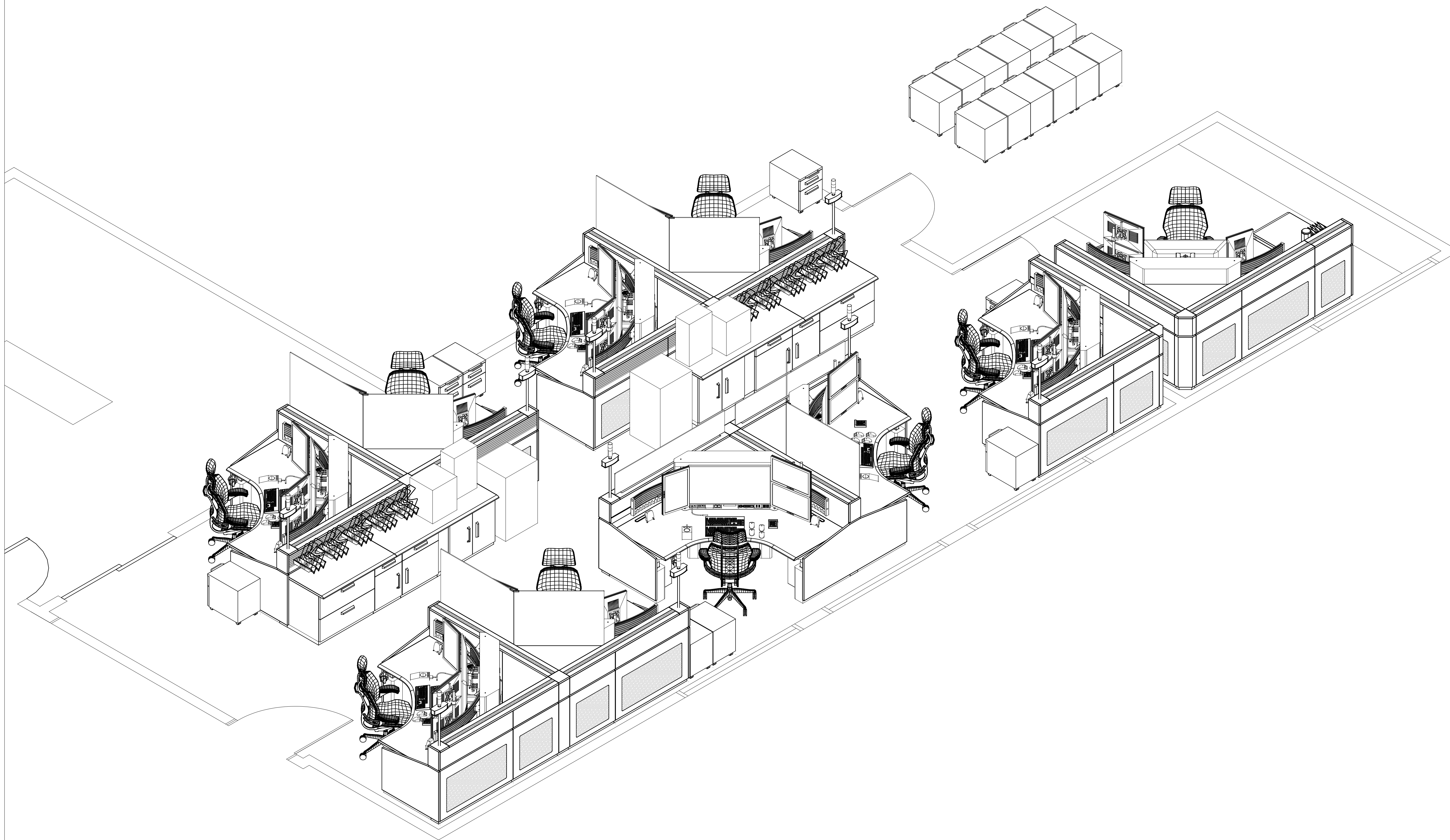
NO.	SHEET NAME
1	3D VIEW 1
2	3D VIEW 2
3	PLAN VIEW
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

REVISIONS

REV	DATE	DESCRIPTION	BY
A	02/16/21	2D & 3D PRELIMINARY DRAWING	JN
B	03/11/21	REVISED MONS. & CONSOLE SIZE	JG

SHEET DESCRIPTION
3D VIEW 2

DRAWING #	OPTION	REV.	SHEET
DC-21238-01	1	B	2



CUSTOMER

CUSTOMER:
CLOVIS POLICE DISPATCH

PROJECT ADDRESS:
1233 5TH
CLOVIS, CA 93612

PROJECT

PROJECT NAME:
MAIN DISPATCH

PROJECT INITIATION DATE:
02/16/21

CONSOLE TYPE: NUMBER OF POSITIONS:
FLEX - 78" CORNERS 10

SCALE:
3/8" = 1' - 0"

SALES EXECUTIVE
AVA RABAGO

DESIGNER
JEREMY NIXON

SHEET INDEX

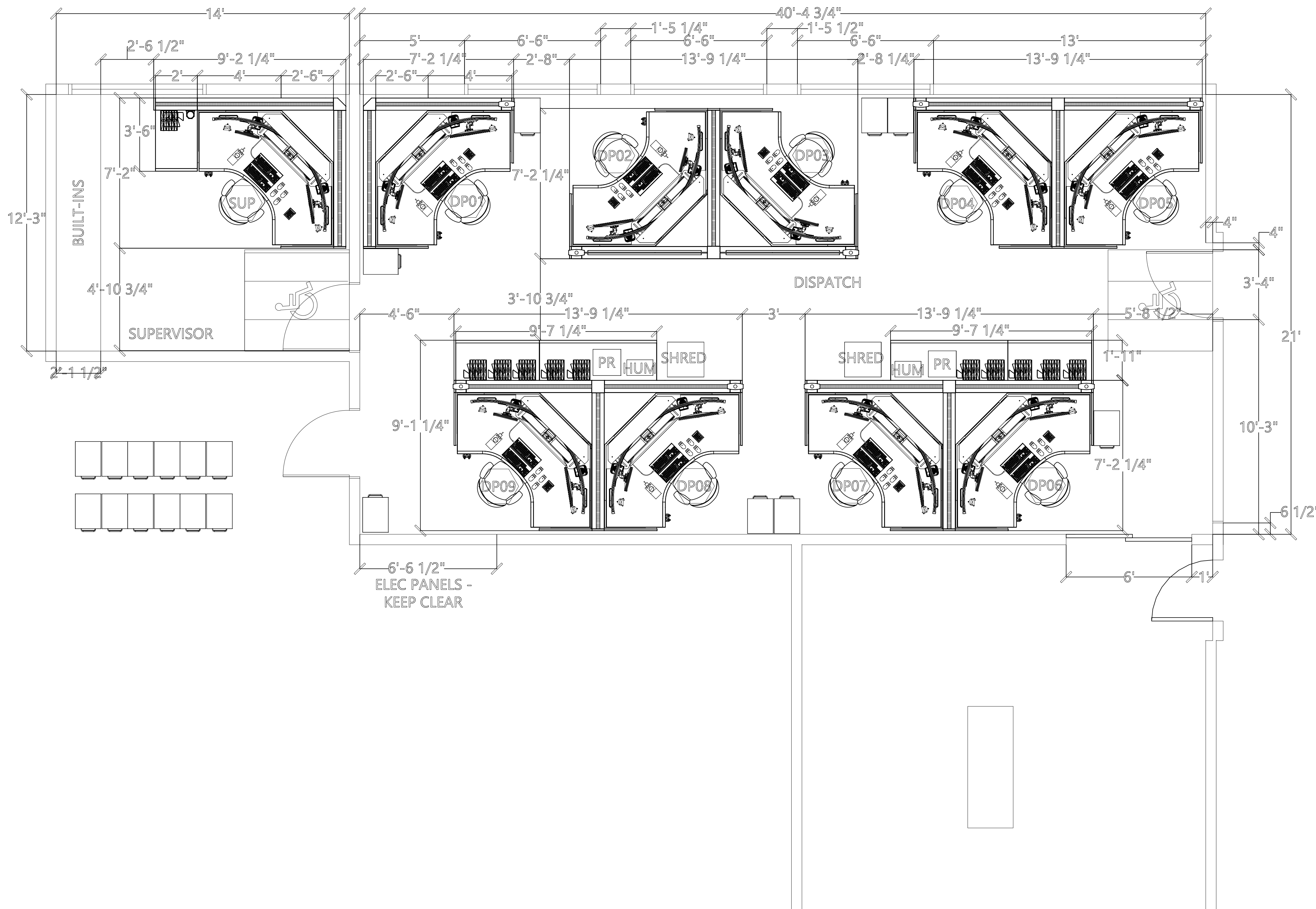
NO.	SHEET NAME
1	3D VIEW 1
2	3D VIEW 2
3	PLAN VIEW
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REVISIONS

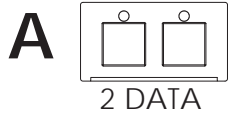
REV	DATE	DESCRIPTION	BY
A	02/16/21	2D & 3D PRELIMINARY DRAWING	JN
B	03/11/21	REVISED MONS. & CONSOLE SIZE	JG

SHEET DESCRIPTION
PLAN VIEW

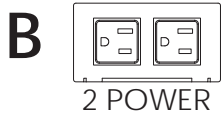
DRAWING #	OPTION	REV.	SHEET
DC-21238-01	1	B	3



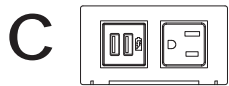
DASH CARTRIDGES
(ORDERED SEPARATELY)



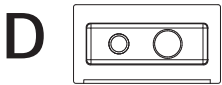
2 DATA



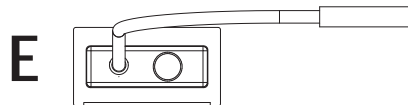
2 POWER



1 POWER / 2 POWER USB



AMBIENT LIGHT DIMMER



GOOSENECK LIGHT



STATUS INDICATOR SWITCH



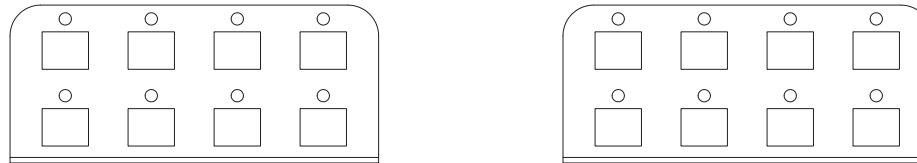
PCS CONTROLS
(INCLUDED WITH PCS SYSTEM)

DASHBOARD PLANNING GUIDE

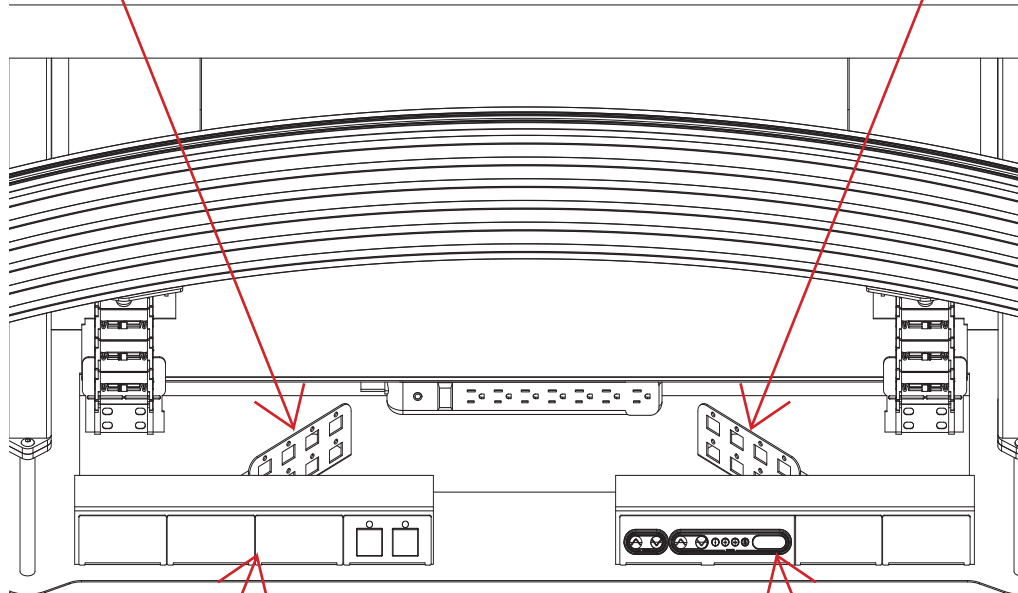
Array consoles are configured from the factory as shown below. Alternate dash cartridges and voice/data terminations are sold separately and field installed. Use this guide to plan your dash and voice/data connections.

The "In-Trough" data outlets are for permanent connections such as keyboards, mice, phones, etc. The Dash convenience outlets are for quick temporary connections, such as flash drives, headsets, chargers, etc.

Data Color Markers can be used to help identify which system the data terminations are connected to. Each data port has accommodations for a color marker. Data Color Markers are sold separately in bags of 10 or 100.



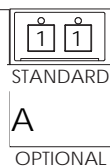
IN-TROUGH DATA OUTLETS (HIDDEN)
W/ DATA COLOR MARKER ACCOMMODATIONS



DASH CARTRIDGE LOCATIONS



* IF YOU SELECT **A** PLEASE
TYPE OUT DESIRED KEYSTONES



POSITION TYPE: CLOVIS, 6.27.21

VOICE/DATA KEYSTONES
(ORDERED SEPARATELY) **AGENDA ITEM NO. 13.**

- 1** USB 3.0
- 2** RJ 45
- 3** RJ 11
- 4** 3.5 MM

DATA COLOR MARKERS

	QUANTITY
BK (BLACK)	10 PK. 100 PK. <input type="checkbox"/> <input type="checkbox"/>
BR (BROWN)	10 PK. 100 PK. <input type="checkbox"/> <input type="checkbox"/>
BL (BLUE)	10 PK. 100 PK. <input type="checkbox"/> <input type="checkbox"/>
RD (RED)	10 PK. 100 PK. <input type="checkbox"/> <input type="checkbox"/>
GY (GRAY)	10 PK. 100 PK. <input type="checkbox"/> <input type="checkbox"/>
GR (GREEN)	10 PK. 100 PK. <input type="checkbox"/> <input type="checkbox"/>
WH (WHITE)	10 PK. 100 PK. <input type="checkbox"/> <input type="checkbox"/>
HM (HONEY MAPLE)	10 PK. 100 PK. <input type="checkbox"/> <input type="checkbox"/>

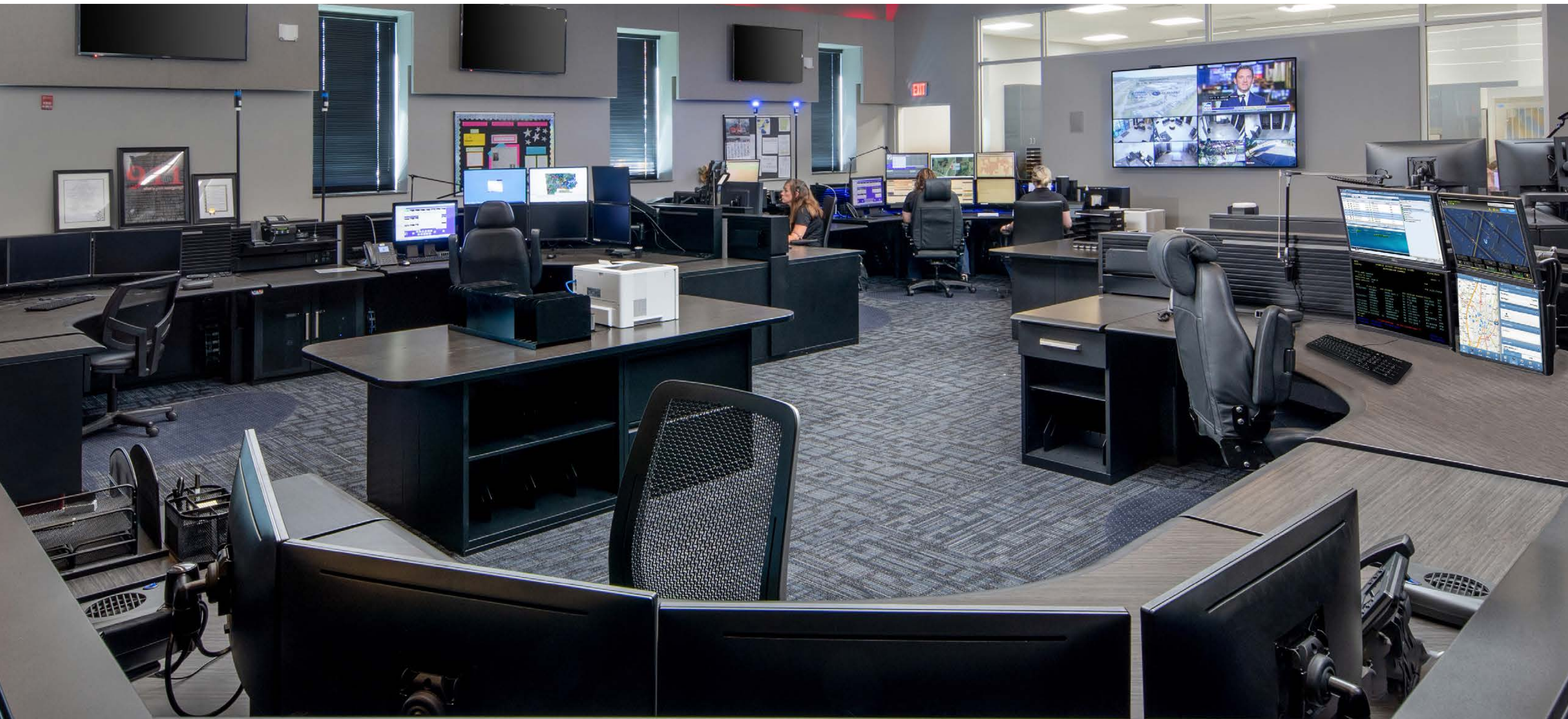
FlexConsoles



THE FLEX ADVANTAGE

Console furniture designed to directly support your team's communication, health and engagement goals.

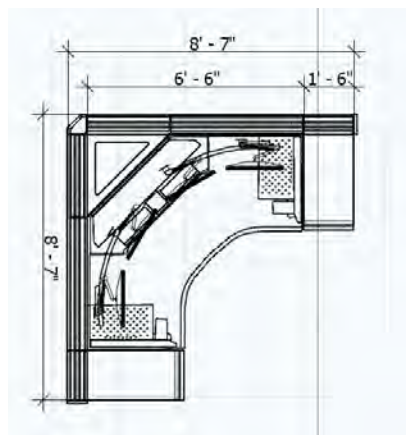
Choose from a variety of shapes and sizes to create a workplace that meets your operator and technology needs, today and tomorrow.



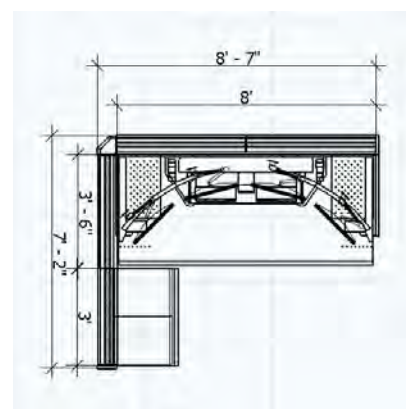
GIVING YOU THE FREEDOM TO CHOOSE

Both corner and linear consoles consume a similar footprint which gives you the freedom to choose the style that is right for your team.

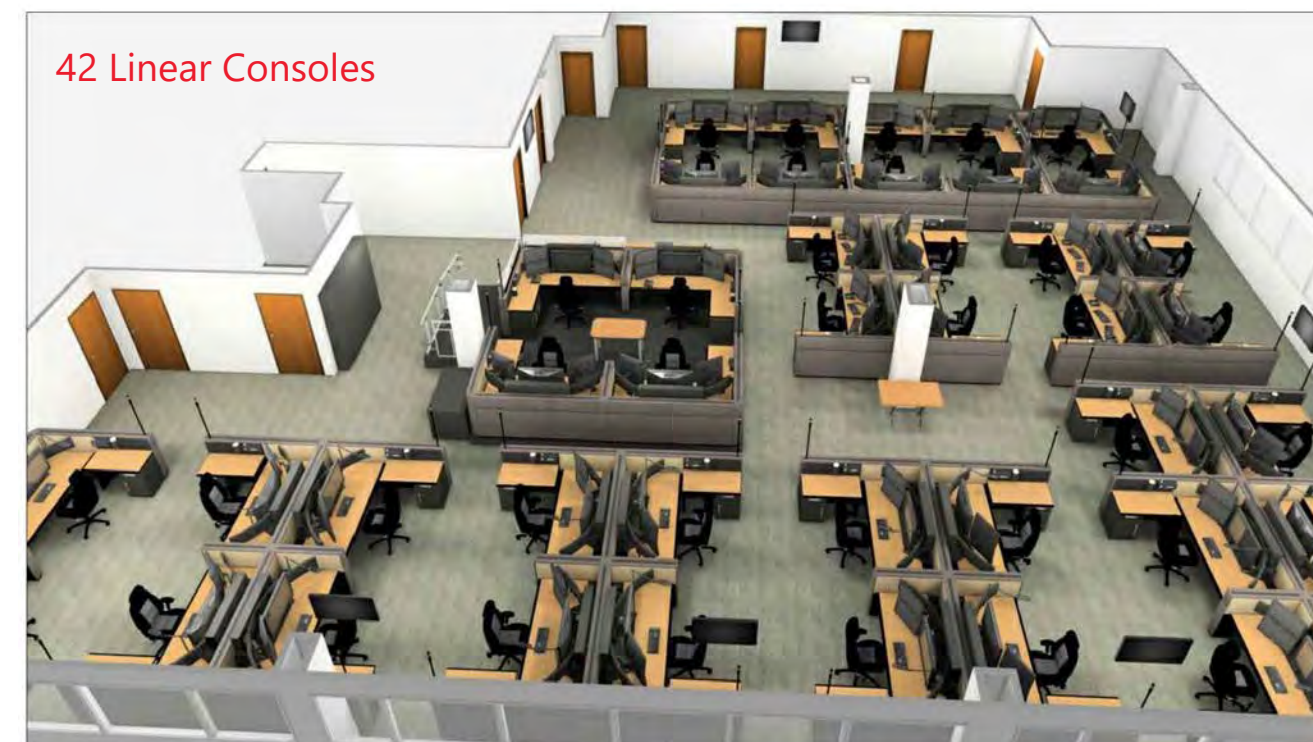
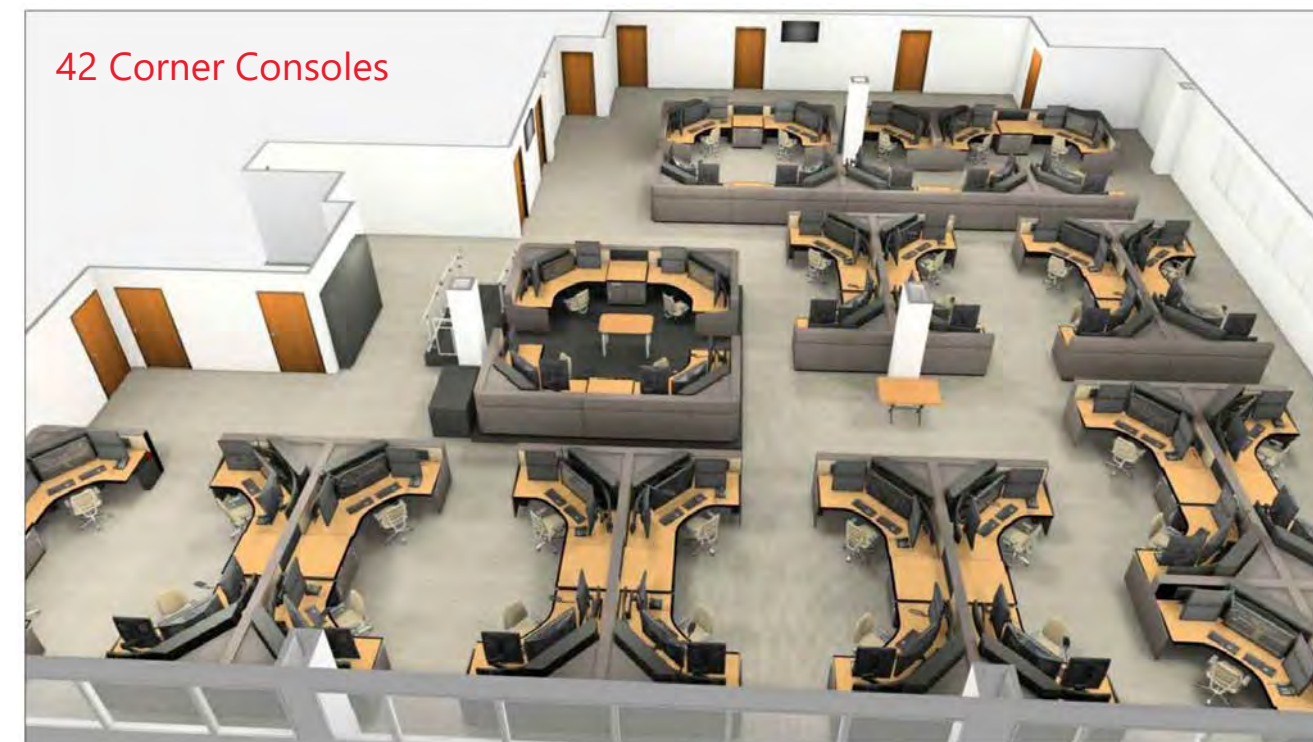
90° Corner Console



Linear Console



This side-by-side comparison shows 42 corner consoles and 42 linear consoles planned into the same space.

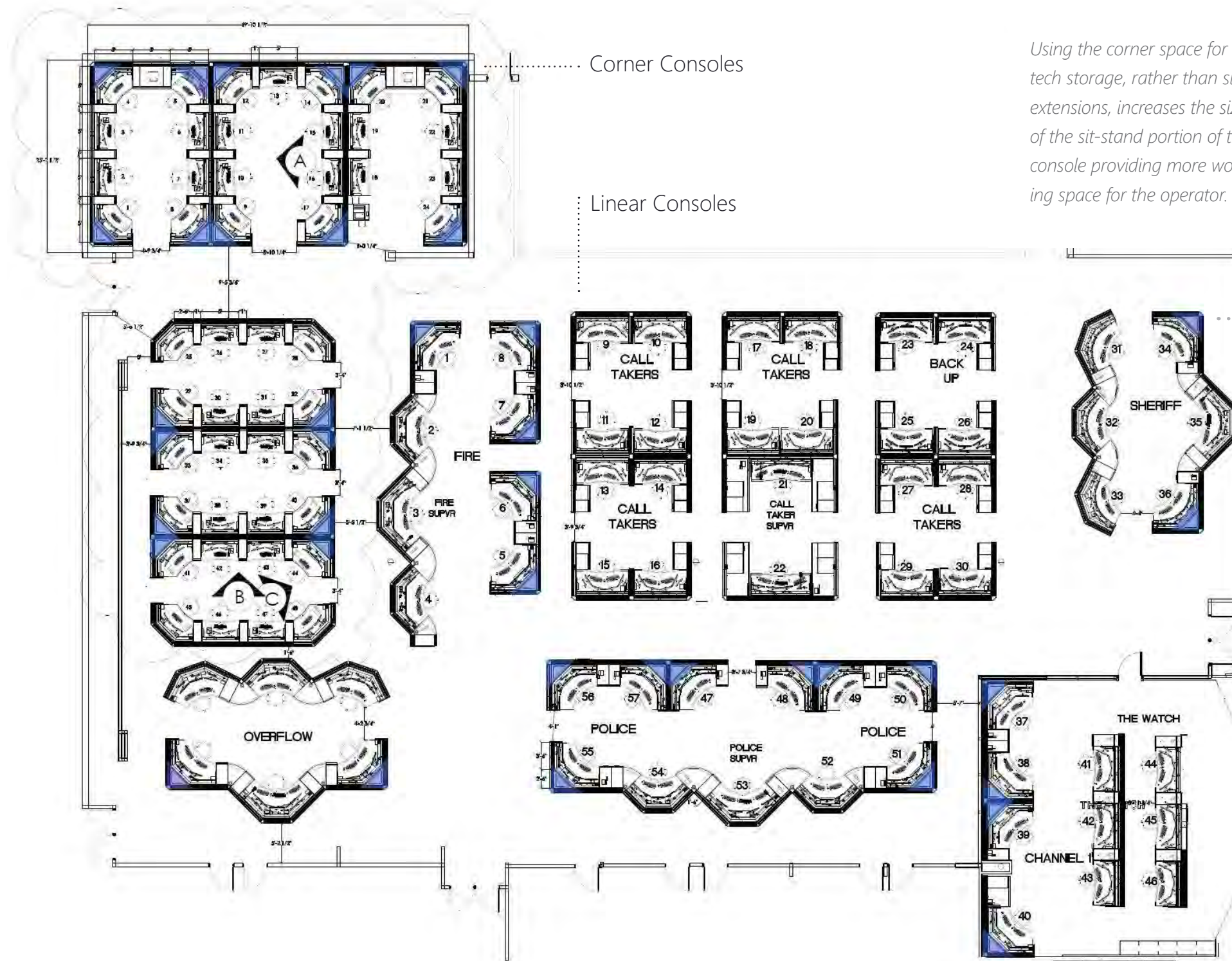


MAXIMIZING SPACE AND WORK FLOW

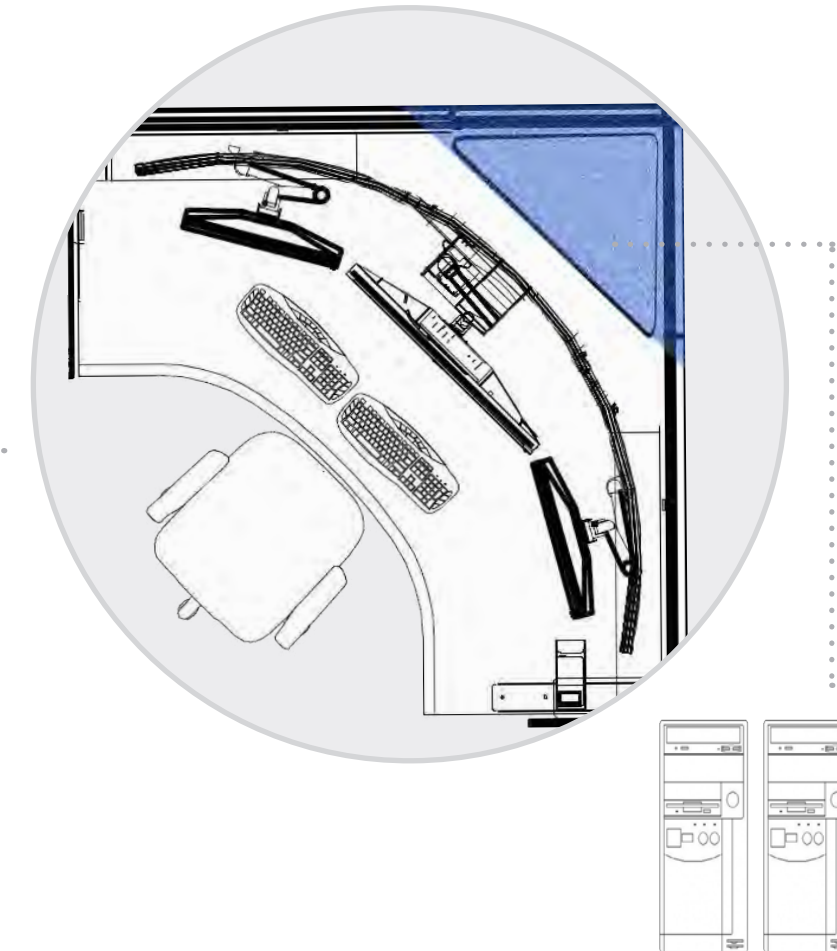
For agencies with unique room architecture or dedicated response teams, consider planning with corner and linear consoles to improve use of space, traffic and communication flow.

ZERO WASTE!

Russ Bassett 90° corner consoles make use of the back corner for technology and equipment storage. Zero wasted space means teams can choose a corner console and know they are getting a workstation that is comfortable and space efficient.



Using the corner space for tech storage, rather than side extensions, increases the size of the sit-stand portion of the console providing more working space for the operator.



This consolidated agency selected a blend of console shapes and sizes to best support workflow and the varied technology requirements including the number of monitors and equipment storage.

SINGLE SURFACE, DUAL LIFT

Heavy duty lifting columns support a height adjustable surface. A second set of lifting columns support a height adjustable monitor array.

Single Surface



An expansive work zone helps operators stay organized and provides plenty of room for side-by-side training.

Adjusting the worksurface and monitor simultaneously or independently delivers ergonomic comfort and ease of use for the tallest or most petite team members.

Dual Lift



- 12" Monitor Height Adjustment
- 48.7" Standing Surface Height
- 26" Sit to Stand Range
- 22.6" Seated Surface Height

Ergonomic Benefits of Single Surface, Dual Lift

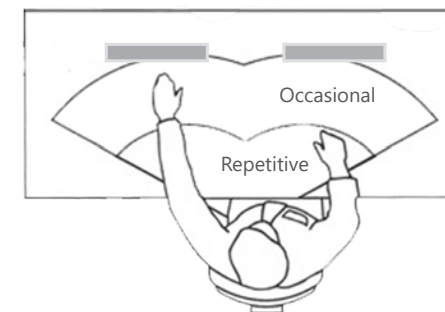


Height Adjustment

Promote musculo-skeletal health by accommodating the 95% male, the 5% female and everyone in between.

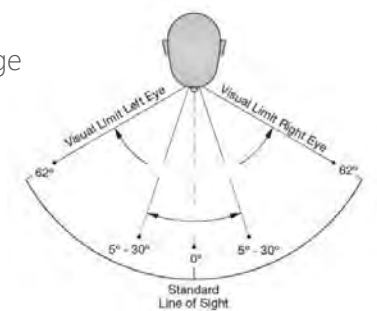
Reach Zones

To mitigate repetitive twisting and stretching, user controls are located within the dispatcher's primary reach zone.



Monitor Viewing

The curved Slatwall Monitor Array's range of height and focal depth adjustment promotes healthy viewing distance and angle, reducing eye strain and neck tension.



USER INTERFACE

Whether your team prefers cockpit-style positioning or a more linear approach to the work surface, Flex has you covered.

Corner

The single wrap-around surface is flanked by technology and/or personal storage.



..... SHARED FEATURES

Monitor Array with 12" Monitor Height Adjustment

Expansive Single Surface with 26" Sit to Stand Adjustment Range

Unencumbered Knee Space

.....

Both console styles share a set of features that help operators remain comfortable and attentive.

Linear

A linear work zone allows operators to spread out and makes side-by-side training more comfortable.



.....

The Endure comfort edge is directly molded to the substrate for a watertight seal and ultimate durability - no marring, no curling, no peeling.

Add optional Personal or Technical Storage Returns

..... SHARED FEATURES

Customizable Dashboard

Located within easy reach, your console Dashboard comes with surface height and monitor height adjustment controls. You may add up to six additional cartridges.

Accessory Options:

- Dimmable Task Light
- Quick-Connect USB Ports
- Personal Comfort System Controls
- Convenience Power
- Situational Awareness Alert
- Ambient Lighting Dimmer



Universal Personal Comfort System

Cooling and heating at the console allows operators to achieve personalized comfort throughout their shift, helping reduce tension and boost focus.



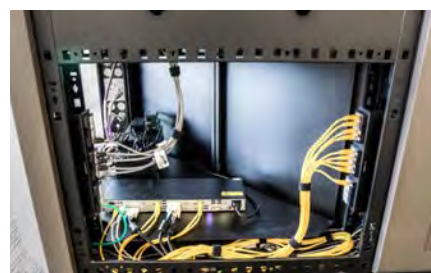
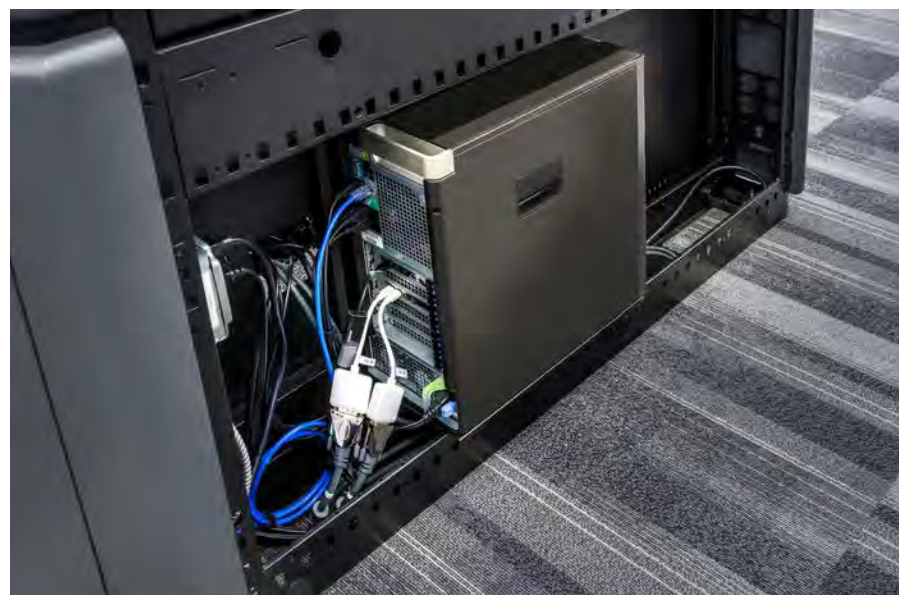
The Personal Comfort System includes two (2) under-surface, tilting heaters and two (2) freestanding desktop fans with centralized Dashboard controls. All appliances are energy efficient and ultra-quiet.

TECHNOLOGY INTEGRATION

Flex's tech integration foundation is the 7" deep, steel Technology Wall. The structure encircles the console and holds critical equipment.

Equipment Storage

The Technology Wall, including the rear corner on 90° consoles, has ample capacity for mid-sized towers and equipment.



Optional cabinets placed alongside the console expand equipment capacity.

Power, Data and Grounding

Power, data and grounding terminate within the Technology Wall.



Additional Storage

All technology cabinets are passively cooled by design. Rear cable pass-through opens to the adjacent Technology Wall. Optional pull out shelf eases access to the back of PCs and equipment.



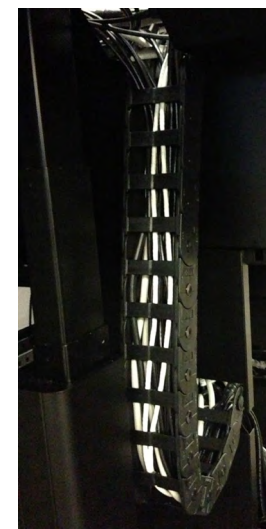
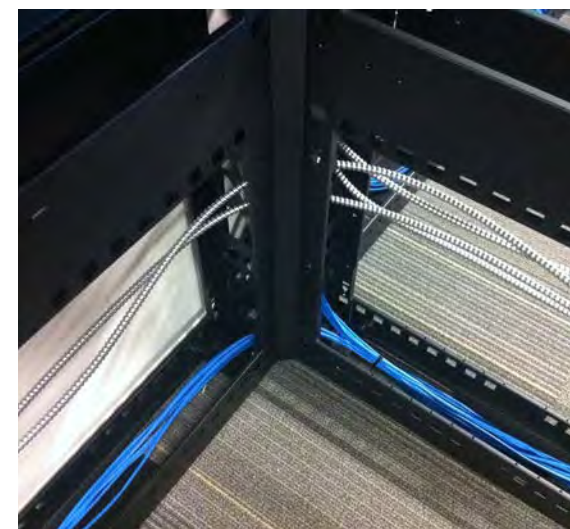
Rack Mounting

The Technology Wall and ancillary technology storage cabinets are rack mount ready.



Wire Management

High capacity cable chases and energy chains keep power and data cords protected from crowding and disconnection.



ACCESSORIES, LIGHTING & RECOGNITION

Mission critical teams are most efficient when console workspaces are comfortable and organized.

User Amenities

Pictured clockwise are the slatwall mounted Task Light, Sanitation Station, Keyboard Taco (other Slatwall Tools available), and Situational Awareness Light with Position Sign.



Tech Integration

Simplify installation with the Situational Awareness Light Connection Kit, Data Termination Bracket, Micro PC Mounting Bracket, and Technology Wall PC Tray.



Custom Solutions

Transaction counters and other unique solutions ease work flow and help teams stay connected.



Ambient Lighting

Adjustable ambient lighting, above and below the console surface, complements conventional lighting with a calming blue tone. Blue LED lighting reduces monitor glare in ultra-bright and low light areas.



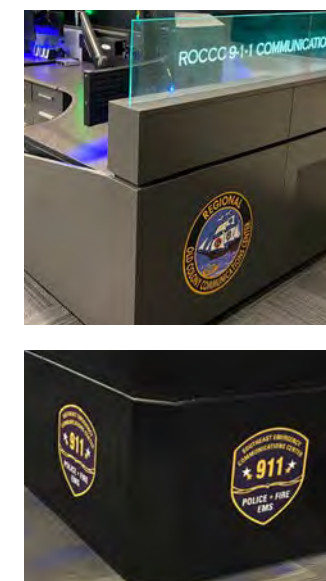
Etched Glazing

Up-lit etched glass boosts agency pride and reinforces your agency's mission.



Logo Panels

Logo panels add full-color badging for teams seeking additional way-finding and agency recognition.



The Russ Bassett Advantage

Russ Bassett designs and manufactures the highest quality console furniture for 24/7 mission critical environments. Our experienced team of professionals is customer focused, detail oriented, and ready to help you transform your mission critical environment with console furniture that makes smart use of space, helps operators remain attentive and comfortable, and delivers no-fail technology integration.

Our goal is that every Russ Bassett customer has an excellent experience working with us - from project inception through successful project installation, and beyond as we provide ongoing service and support. We strive not only to meet your expectations but to exceed them. We do this by understanding your unique requirements and engaging in friendly collaboration, listening and sharing ideas each step of the way.

We bring drive, integrity, attention to detail, and excellent service to your team during every project stage, working in concert with your entire team, equipment providers and any other project stakeholders to deliver a best-in-class solution, on-time and on-budget. We are team players!

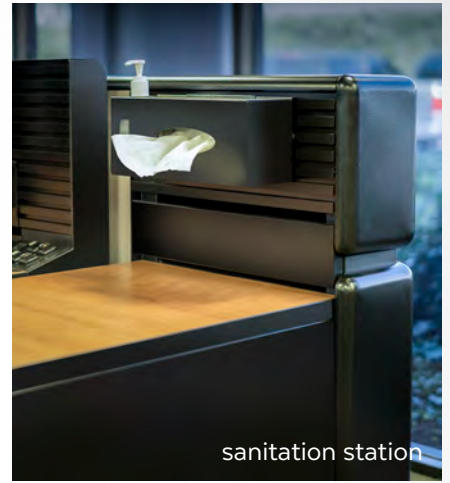
Discover more at russbassett.com.



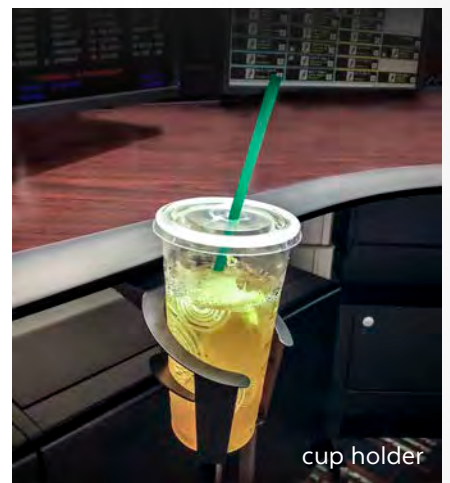
console accessories



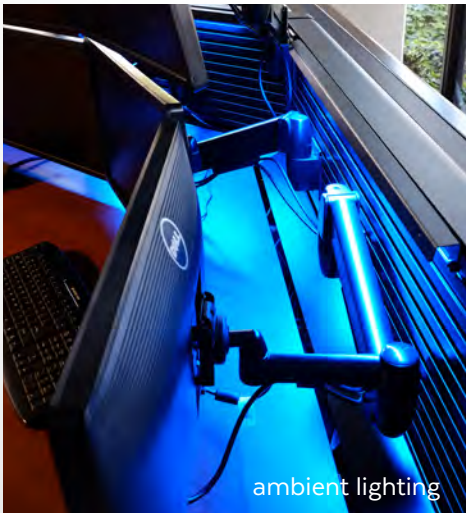
treadmill



sanitation station



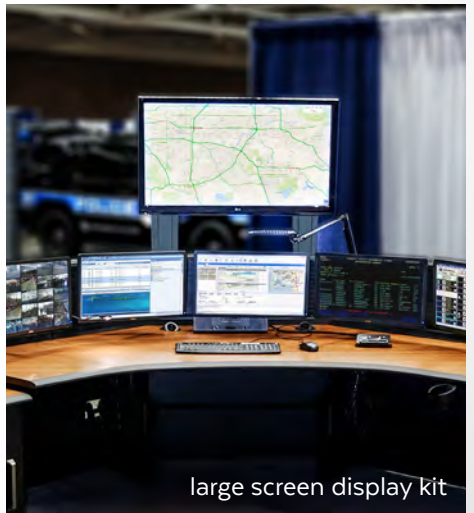
cup holder



ambient lighting



led task lighting



large screen display kit



www.russbassett.com

8189 Byron Road Whittier, CA 90606 | Tel 562.945.2445 / Fax 562.698.8972 | info@russbassett.com

TECHNOLOGY INTEGRATION

Slatwall Array



Slatwall Array



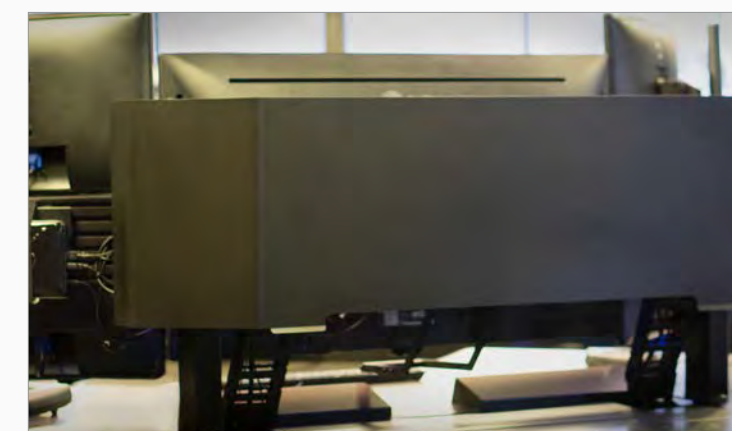
8" of manual focal depth adjustment

12" of electronic height adjustment

Maintaining a healthful viewing distance in monitor intense environments is now easier than ever. Single-point control allows operators to retain alignment and tilt of multiple monitors, including curved and large format, while adjusting height and focal depth.

ARRAY & SHROUD

Your array makes good use of real-estate. Mount monitors and every-day work tools on the front and small-format PCs, indicator lights, and additional work tools on the back. The fabricated steel shroud protects and conceals power connections and cables.



CONFIGURABLE DASHBOARD

The array makes room for a variety of configurable dashboard controls, specified by your agency.



- Sit-stand monitor height
- Personal Comfort System
- Convenience power/data
- Quick-connect keyboard and mouse ports
- Manual status indicator "help" switch
- Goose-neck task lights
- Ambient light control

SPECIFICATIONS

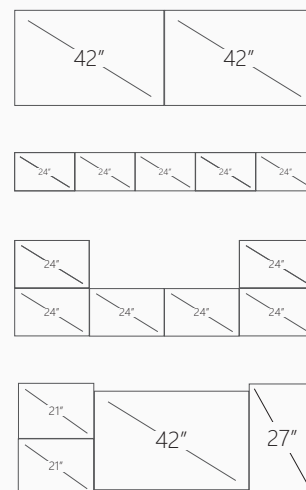
Slatwall Array

MONITOR CAPACITY AND CONFIGURATIONS

The Slatwall Array accommodates a variety of monitor sizes and orientations. Use this chart as a guide when choosing the console width that's right for your team.

The diagrams, at right, demonstrate the capability of the Slatwall Array to house a variety of conventional and trending monitor configurations, including wide-format and large screens.

Monitors	Linear Console Widths					90° Corner Console Widths			
	72"	78"	84"	90"	96"	66"	72"	78"	84"
22"	3	3	4	4	4	3	4	4	5
24"	3	3	4	4	4	3	4	4	5
27"	3	3	3	3	3	3	3	4	4
30"	2	3	3	3	3	2	3	3	4
42"	1	2	2	2	2	2	2	2	3



ADDITIONAL FEATURES



The steel shroud conceals all cables and equipment.

The array comes equipped with two (2) six-outlet power strips.

Both the front and back of the slatwall array holds monitors, small form-factor PCs and additional work tools.

Convenient cable chases keep power and video cables within reach and neatly tucked behind the monitors.

The focal depth adjustment rail is recessed, keeping the work surface free of obstruction.

A steel pull gives the user finite focal depth adjustment.

CONSOLE ACCESSORIES CUP HOLDER





CONSOLE ACCESSORIES CUP HOLDER

Part Number	DAC-CUPHLDR-US-R
Application	Fits disposable beverage containers, travel mugs and traditional ceramic coffee cups up to 3 1/4" diameter
Construction	Welded steel construction with a black powder coated finish
Application	Mounts anywhere under the desk, rotates 360° so it can be tucked out of the way

OPERATOR COMFORT & FOCUS

Personal Comfort System



COMPLETE COMFORT WITHIN REACH

Cooling and heating at the console allows operators to achieve personalized comfort throughout their shift, helping reduce tension, increase energy, and boost focus.



Personal Comfort System (PCS)

- 2 movable desktop fans
- 2 directionally adjustable heaters, mounted below the surface
- LED-lit control switch



Fans have directional airflow adjustment.



Each heater pivots up and down to focus heat toward the lap and toward the feet.



Operators control the PCS with a single-touch switch.

ADDITIONAL FEATURES

- Energy-efficient and ultra-quiet
- Simple, intuitive controls
- Directionally adjustable forced air heaters
- Movable desktop fans with hi/lo setting
- Occupancy sensor
- Compatible with all Russ Bassett consoles

SPECIFICATIONS

Cooling Fan	400 fpm
Forced Air Heat	200/400W
Maximum Current Draw	4.0 Amps
Voltage	120 Volts
Controls	LED Switches
Warranty	3 Years

OPERATOR COMFORT & FOCUS

Ambient Lighting

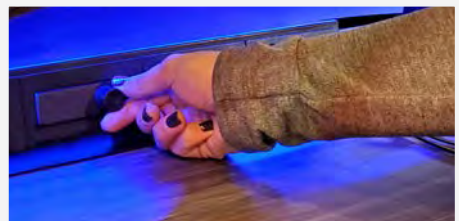


AMBIENT LIGHTING

Ambient lighting relieves eye strain and increases monitor image clarity for operators who spend extended hours in monitor intensive environments.



- Above the surface, ambient lighting softens glare in both bright and dimly lit rooms.
- Below the surface, ambient lighting provides both glare reduction and work light in the foot well, guarding against trip hazards and entanglement.
- A desktop dashboard dimmer, shown right, allows operators to dial in their preferred lighting settings and make adjustments throughout their shift. Dimmer also available to mount on a fixed slatwall return.



SPECIFICATIONS

Energy-efficient blue LEDs.
Light position shields operator's eyes from glare.
Soldered leads are protected with heat-shrink wrap for durability and lasting performance.

Lengths are specified to fit the console width.
Above-surface and foot-well lighting ordered separately.
Plug-and-play 12 volt power supply ordered separately.
Optional dimmer switch also available.

COMMUNICATION

Situational Awareness Light



SITUATIONAL AWARENESS LIGHTS

The stacked LED light tower allows multiple situations to be displayed simultaneously, signaling when an operator is available, on a call, in need of critical assistance and more.



- Lenses are visible from any direction and distance and multiple colors can light at the same time to indicate several equally relevant conditions.
- Mounting on the top cap maintains a consistent height regardless of varying console positions. You can also mount to the Slatwall Monitor Array or fixed slatwall extension, if preferred. Multiple pole lengths are available to dial in the desired height.
- All fixtures are fully modular and pre-wired for up to five colors (red, amber, green, blue, clear). If adding an additional lens color in the future, simply connect the preexisting wire, click the lens on, and you're good to go.

The Dome LED light tower allows up to four colors (red, amber, green, blue) and up to two situations to be displayed simultaneously with a single lens.



- Lenses are visible from any direction and distance and up to two colors can light at the same time to indicate simultaneous relevant conditions.
- Mounting on the top cap maintains a consistent height regardless of varying console positions. You can also mount to the Slatwall Monitor Array or fixed slatwall extension, if preferred. Multiple pole lengths are available to dial in the desired height.
- Dome lights are pre-wired for up to four colors (red, amber, green, blue). If adding an additional color in the future, simply connect the preexisting wire to activate that color.

SITUATIONAL AWARENESS LIGHT ACCESSORIES

Maximize your Situational Awareness Light benefits with these optional accessories.



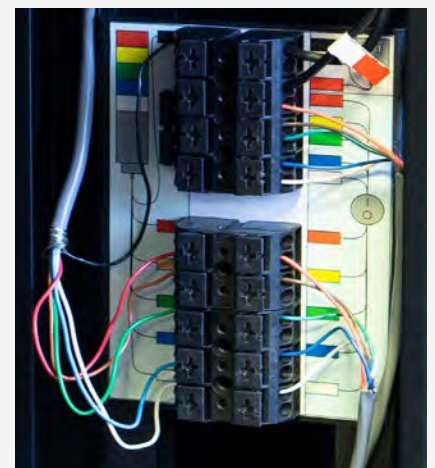
SIGN HOLDER

Metal-framed sign holder, with easy to remove diffusers on both sides, create instant recognition at a distance.



SUPERVISOR ALERT

Add a Supervisor Alert Switch at each position for immediate and unmistakable critical assistance requests. The back-lit toggle is available in multiple colors and sits within easy reach of the operator.



CONNECTION KIT

The Status Light Connection Kit powers your Status Light and makes wiring and switching easy.

OPERATOR COMFORT & FOCUS

Gooseneck Task Light



LIGHTING WHERE YOU NEED IT

The Russ Bassett Gooseneck LED Task Light is moveable and fully dimmable. It features a blend of white and red LED elements to provide a natural, even light that is ideal for calming eye strain in monitor intensive environments.



Gooseneck LED Task Light

- Located at the dash, consoles can be specified with one or more task light cartridges. Each cartridge includes one gooseneck LED task light and one dimmer switch.
- The dimming feature allows the user to adjust lighting for optimal comfort in full-light environments and in lower-light applications.



Highest setting glows with neutral white light.



Lowest setting provides a soft red glow.



Single-point dimmer control is within the operator's primary reach zone.

FEATURES

- Energy-efficient LED
- Simple, intuitive control
- Light pivots 180° up, down and side-to-side
- Bulb hood provides additional control of light flood direction
- Compatible with all Russ Bassett consoles

SPECIFICATIONS

Power	150mA @ 12 Volts
Light Output	38 lumens
Color Temperature	4000K
Color Rendering Index	85CRI
LED Life Span	60,000 hours
Gooseneck Length	18"

AGENCY PRIDE & RECOGNITION

Edge Lit Glazing



EDGE LIT GLAZING

Up-lit etched glazing on privacy glass provides agency recognition for visitors and reinforces your agency's mission. Declare your team's pride with your agency's name, motto or emblem on blue-lit glazed glass.



Edge-Lit Glazing Glass Panel Logo Kit

- Glass partition
- Art prep and etching
- Blue LED light strip
- Power supply
- Installation



SPECIFICATIONS

Edge Lit Glazing available on privacy glass partitions.
 Glass with lighting length is specified to fit the console.
 Blue LED lights nest below the glass partitions.

Custom glazing pattern created from your agency's badge, logo or motto.
 110/12V power included.
 Installation included.

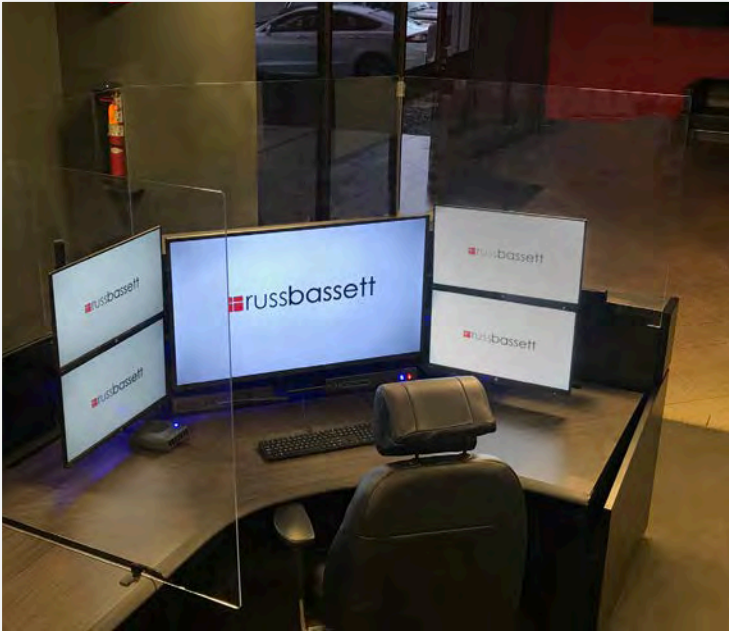
HEALTH & WELLNESS

Safeguard Shield™



SAFEGUARD SHIELD

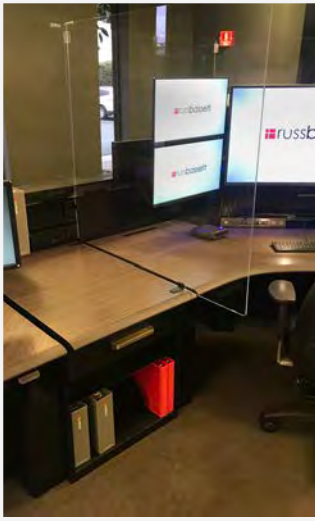
Protect operators from airborne particulate spread by coughing and sneezing.



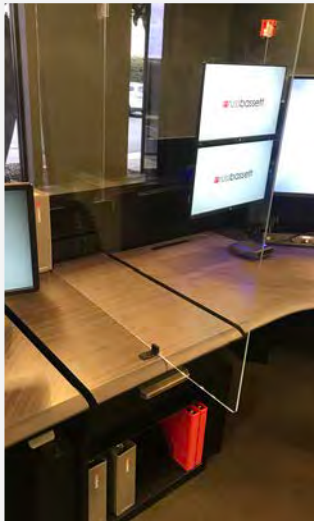
- Attaches to all Russ Bassett consoles.
- 6' high overall protection.
- Clear line of sight between operators and across the room.
- Durable acrylic shield has a smooth, machined edge.
- Disinfect quickly with soap and water or over-the-counter cleaners.
- Easy to install; no tools required.
- Portable.
- Disinfect, store and deploy to protect during coronavirus, and cold and flu seasons.



1/4" thick acrylic with smooth, machined edge.



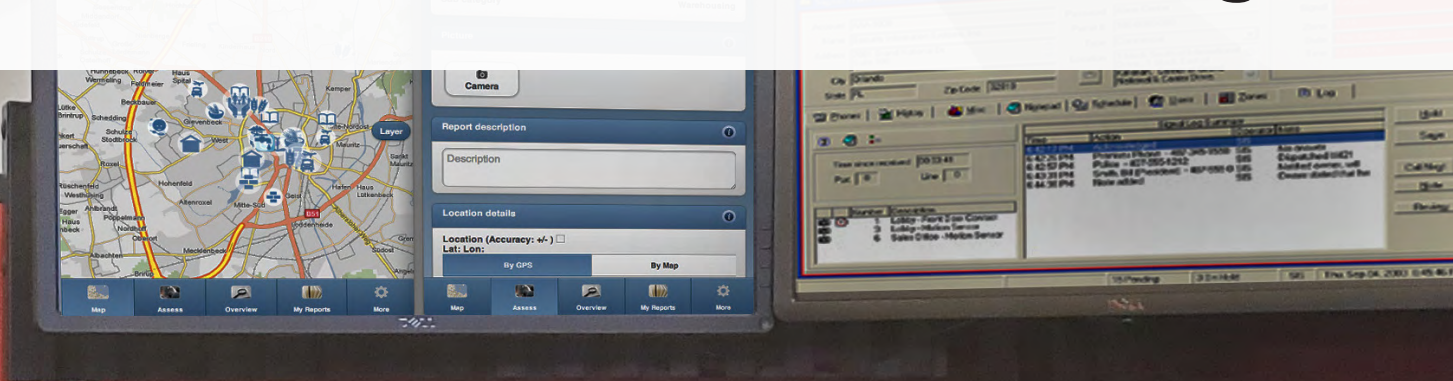
Desktop partition is movable and can be placed anywhere along the surface for side-by-side training.



6' high overall protection, when attached.

TECHNOLOGY INTEGRATION

Flex Undersurface Storage



MAXIMIZING TECHNOLOGY STORAGE

Flex consoles come standard with two under-surface technology storage cabinets. These cabinets make excellent use of space, ideal for agencies challenged to do more within a limited footprint.



The technology cabinets are positioned adjacent to the interior left and right side of the console keeping foot space and knee space clear.



Perforated steel cabinet shown with cover.



The "L" shaped cover shown removed for maintenance.



The cabinet houses a mid-sized tower and associated cabling.

SPECIFICATIONS

Small 10" Box 9W x 18H x 23D

Standard with 66" corner consoles and 72", 78" and 84" linear consoles.

Large 18" Box 15W x 18H x 23D

Standard with 72", 78" and 84" corner consoles and 90", 96" linear consoles.

Flex Consoles



- A
- B
- C
- D
- E

- A
- B
- C
- E

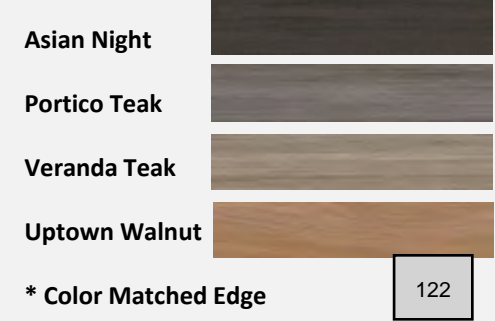
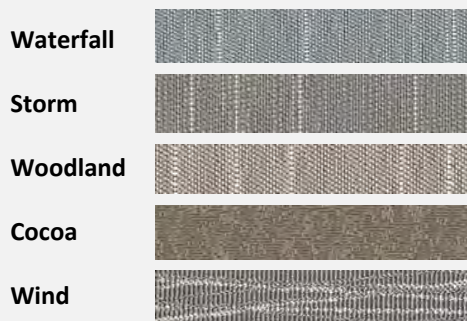
A – Fabric Finish

B – Surface Laminate

C – Powder Finish

D – Case Finish

E – Face Finish



StaticSmart® Plus Colonial Series

Level 3 ESD Carpet Tile

PHYSICAL PROPERTIES

Construction	Tufted
Texture	Multi-Level Pattern Loop
Gauge	1/12
Density	7,104
Recycled Content	42.1%
Stitches per Inch	11.0
Average Pile Height	0.120 inch (3.04 mm)
Fiber	Premium Branded ECO Solution Q Nylon
Dye Method	100% Solution Dyed
Conductive Fiber Technology	Continuous Conductive StaticSmart Monofilament
Tufted Yarn Weight	22 oz. per sq. yd. (745.93 g/m ²)
Standard Size	24" x 24" (60.9 cm x 60.9 cm)

Installation Method



Primary Backing System	Non-Woven Synthetic
Secondary Backing System	EcoWorx® Backing 100% PVC-Free, Phthalate-Free, Recyclable and made from Recycled Material
Protective Treatments	ssp® Shaw Soil Protection
Indoor Air Quality	Green Label Plus Certification
Cradle to Cradle Certification™	Silver Level
Flammability	ASTM E-648 Flooring Radiant Panel - Class 1
Smoke Density	ASTM E-662 NBS Less than 450
TARR	Heavy Duty: >3.0

(Texture & Appearance Retention Rating)

Warranty	Lifetime Static Protection Lifetime Limited Commercial Warranty
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Availability	No Minimums
Packaging	12 tiles per carton / 5.33 sq. yd.

STATIC CONTROL PROPERTIES

Electrostatic Propensity	ESD STM 97.2 (w/ Conductive Footwear) — Less than 20 V AATCC 134-06 (w/o Conductive Footwear) — Less than 0.4 kV (400 volts)
Electrical Resistance	ESD S7.1/NFPA 99 Resistive/Resistance Characterization of Materials: RTT Six or more readings between points placed 3 feet apart. Tested with an Applied Voltage of 100 V. Measured in ohms, 2.5 x 10 ⁴ Minimum, 1.0 x 10 ⁸ Maximum. RTG Six or More Readings from Surface to Groundable Point. Tested with an Applied Voltage of 100V. Measured in Ohms, 2.5 x 10 ⁴ Minimum, 1.0 x 10 ⁸ Maximum

Static Dissipative:

1.0 x 10⁶ Minimum ohms, 1.0 x 10⁹ Maximum ohms

Industry Standards/Guidelines	ANSI/ESD S20.20-2014 Compliant when using approved footwear. Results within required limits: < 1 x 10 ⁹ ohms and < 100 volts FAA-STD-019f, Motorola R56 and ATIS-0600321.2010 Compliant Roller Caster Electrical Test (CET) Assessment: After 100,000 Chair Caster Cycles there was no appreciable change in conductivity or electrical performance. Lab data available on request.
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Groundable Path	StaticSmart Ground Strip or RTG Connector Kit
Grounding Frequency	1 per 1,000 sq. ft.
Adhesive Requirement	StaticSmart SDT+ Conductive Adhesive

10 YEAR – EVERYTHING WARRANTY

The Best Console Warranty, PERIOD. Simple, Honest, Robust.

Russ Bassett warrants, to the original Buyer, that all products will be free from defects in material and workmanship for 10 full years.

No need to figure out what "Lifetime," "OEM," "Make," "Purchased" or "Buy-Outs" means, or when YOU start paying for freight and labor!

- What is covered? **Everything**
- How long? **10 Years**
- What's included? **Parts
Shipping
Labor**

You can relax, for 10 years we have you covered!

MISSION CRITICAL SERVICE AND SUPPORT

In mission critical, 24/7/365 environments, quickly resolving a product issue is of top priority for both the Buyer and Russ Bassett.

Prompt execution of this warranty requires cooperation. With guidance from Russ Bassett, Buyer agrees to perform basic troubleshooting tasks to determine the nature of the defect and to self-correct before on-site assistance can be provided.

For simple replacements, the part will be quickly shipped directly to Buyer. If the problem requires on-site assistance, Russ Bassett will come out during normal work hours to resolve the issue. If the defect is found to have resulted from circumstances outside of the warranty coverage, and/or Buyer imposes conditions or restrictions that increases the service cost, Buyer agrees to reimburse Russ Bassett for any resulting additional expense. Buyer also agrees to properly dispose of the old parts and packing material.

The few circumstances where this warranty against defects would not apply include normal wear and tear, damage, misuse, modifications, consumable items or product shipped outside the U.S.

Repairs, substitute products or replacements, of equal or higher value, used to resolve a warranty claim will in no way extend the applicable warranty period applied to the original product. Product repair or replacement is Buyer's exclusive remedy for all product defects covered under this non-transferable warranty. Russ Bassett makes no other express or implied warranties to any product except as stated above and makes no warranty of Russ Bassett product fitness except for use as standard console furniture.

NO FINE PRINT - This page represents our complete warranty statement.

 **russbassett**



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 7, 2021

SUBJECT: Planning and Development Services – Receive and File – Annual Department Newsletter.

ATTACHMENTS: 1. Newsletter

Newsletter

July 2021
4th Quarter Edition



Renee Mathis
PDS Director

Message from the Director

Farewell 2020 and welcome 2021! It is safe to say that 2020 and the first half of 2021 has been anything but usual for all of us here in Planning & Development Services (PDS). While many organizations closed their doors to the

public and worked remotely, we did not. Our doors remained open, our front counters busy, meetings transitioned to WebEx and few remained in-person (of course following pandemic protocol), because the stream of work never stopped! During this unusual time PDS staff pushed through the adversity of the pandemic and all of its challenges while maintaining a high sense of loyalty to our Department's mission:

Preserving the Clovis Way of Life by employing excellence in cooperative planning, reliable engineering and sustainable building controls

We also persevered through a lot of change. We lost employees to other opportunities and retirements, and we gained new faces. Welcome Jorge Aguilera, Tyler Brown, Chris Catalano, Jonas Chanh, Kelsey George, Phil Ginther, Emily Lane, Tiffany Ljuba, Michelle Maldonado, Jesse Newton, Shawn Scott, and Nate Stava to the PDS family!

Some forecasted a significant development slowdown in activity due to the pandemic; we on the other hand didn't experience any lengthy slowdowns. To the contrary, PDS staff took part in many incredible and exciting projects around the City such as...

Landmark Square, with the help of Dave Merchen, Jose Sandoval, and Billy Barrios, Landmark Square is now under construction. In the hands

of Travis Saether, Shawn Scott, and Ryan Hennecke, this site will be constructed and operational within the next year.

The Fire Department has kept Thad Avery's Community Investment team busy! David Gonzalez recently took on the lead Project Engineer role for **Station 6** (currently under construction) and **Station 2** in the early stages of design. Keeping with the Helm Ranch theme, Lily Cha has been very influential in developing the initial design concepts for the new Fire Station 2 site.

Been in the R-T Park area lately? Clovis constructed its first ever 2-lane **Roundabout** thanks to Fernando Copetti as lead Project Engineer. John Armendariz led the charge on the design of the recently completed **Owen's Mountain Parkway** extension, just east of the roundabout. And now, Ricky Caperton is currently in the midst of cleaning up the **zoning** in the R-T Park, which is no small feat, to prepare the area for future development.

I could go on and on naming the contributions each and every one of the staff members here in the PDS Department provided this past year. As you read through this newsletter you will see for yourself all the different projects staff worked on and how it was an unusually busy year for all of us in PDS!

*The strength of the team is each individual member.
The strength of each member is the team!*

Cheers,
Renee Mathis

EXCEPTIONAL CORE VALUES PROGRAM

by Doug Stawarski, Building Official



As we move into summer, the Exceptional Core Values program approaches the end of its second year. The program started on July 1, 2019, to: "Develop & implement an awards program that recognizes employees who successfully exemplify the Department's Mission and Vision."

Our Mission is: The Planning and Development Services Department is loyal to preserving the Clovis way of life by employing excellence in cooperative planning, reliable engineering, and sustainable building controls.

Our Vision states: Ensuring Clovis remains a city of choice to live, work, and play through well-respected, service-oriented professionalism.

This is ultimately achieved through the Exceptional Core Values Program by practicing our six core values of: Community Service, Stewardship, Teamwork, Enjoying Work, Responsible Action, and Leadership Now.

The program kicked off with a bang with numerous nominations being turned in each quarter. But we have seen a slowdown these past few quarters which I contribute to busy schedules as well as the pandemic. Moving forward, I will continue to strongly encourage all of the employees in PDS to take a few moments to recognize their colleagues when they makes the time to lend them a hand, help them to answer a question, or step up to help them through a problem. These scenarios and others like them occur every single day here in PDS. These people make a difference, but employees can also make a difference when they nominate those individuals. Let me ask you one question...

"Who doesn't like to be recognized for a job well done, or receive a sincere thank-you for being a go-to person?"

NEW EMPLOYEES IN PLANNING & DEVELOPMENT SERVICES



(Top Row): Emily Lane, Shawn Scott, Nate Stava, Chris Catalano, Tyler Brown
(Bottom Row): Phil Ginther, Tiffany Ljuba-Silguero, Jorge Aguilera, Kelsey George, Jonas Chahn, Michelle Maldonado (Not photographed: Jesse Newton)

AGENDA ITEM NO. 14.

I will let a few of the past Exceptional Core Values winners tell you in their own words what winning this award has meant to them.



Jeremy Harrison

"The Exceptional Core Values program is a great way to recognize your co-workers for the great things they do. I never really anticipated winning this award as I'm surrounded by amazing people who all demonstrate exceptional values frequently. It felt really good to be nominated and recognized for this award and I am very appreciative. Remember to take a look around and see the amazing things that your constituents do on a daily basis and nominate them. Building people up is something that is very easy to do, so take a moment and give some recognition where it is due. It sure put a smile on my face." - Jeremy Harrison



Tara West

"Being an exceptional core values winner was a wonderful surprise. Everyone in PDS is an outstanding and hardworking employee and to have my peers nominate me was a happy reminder that the effort I put into work is valued. Everyone likes to be appreciated and to be able to show each other how much we admire and recognize our co-workers and their dedication to Clovis is such a great experience. The gift card is pretty nice too!" - Tara West



Kris Diaz

"What makes the City of Clovis such a great place to work? If we polled all employees the answers will vary from person to person, but one answer that will consistently show up on most everyone's list would be "The People". The talented people that we have the privilege to work with on a daily basis is truly impressive. In addition to the talents and abilities that these people bring to the table on a daily basis, is a positive attitude and willingness to go the extra mile for the citizens of this great community that we work for. So when I was chosen by my co-workers as a quarterly values winner I was sincerely humbled and honored by the decision, considering the pool of nominees. This is a fantastic program that recognizes going above and beyond our regular job duties and providing that something extra. I encourage you all to keep this program going and challenge you to nominate at least one person over the next 12 months. I promise you that finding someone worthy of a nomination is very easy to do and filling out the form only takes a few minutes." - Kris Diaz



Tatiana Partain

"This program is a perfect way to really show staff that go above and beyond the call of duty how much their hard work means to their fellow co-workers. I think it's also another example as to why PDS really is a great department to work for and how the employees here really are the best of the best. Everyone wants to feel appreciated for the work they do and this program really just takes that appreciation up a notch! I was so honored, and frankly so surprised, to have been nominated by a peer and then selected by the committee as a winner." - Tatiana Partain



Administration Team

Administrative Services

PDS Administrative Services is comprised of a team of people from different disciplines from GIS to Business Workflow, and Office Assistants. Our job is to come alongside the three major Divisions in PDS and assist them. The Administrative Services arm of PDS has been very busy in the last year...



Ryan Nelson
Administrative
Manager

Pandemic Impact and Mobile Workforce

When the pandemic disrupted business and operations last spring, the Business Workflow team was immediately engaged to enable our workforce to go mobile and work from any location! In short order, the team worked with central IT to deploy laptops, remote VPN access, and the tools that staff needed to remain productive and keep development flowing! The attitude and effort of the Business Workflow team are to be commended for all their hard work in supporting this effort.

Annual Donation Drive

Our team is also involved in coordinating department functions and events including an annual donation event. The annual event that PDS has historically held is a Thanksgiving canned food drive but due to the pandemic this event could not occur. The staff still desired to give back to the community and this year decided to partner with the Big Brothers, Big Sisters of Central California to do a gift card campaign. There was an amazing outpouring of support, and we were able to help by donating \$850 in gift cards to local children in need. A big "thank you" to our Principal Office Assistant, Tatiana Partain, who championed and coordinated this drive and handles all our events!



CSS Portal and eReviews

Last July, the Business Workflow team successfully launched our new CSS portal and electronic plan review system named eReviews. This portal was a major upgrade to



our previous customer portal which provided **AGENDA ITEM NO. 14.** to apply for permits online, new dashboards to more-easily see case statuses, a modern integrated payment system, and the ability to send and receive electronic plans. This new eReview mechanism not only saves potentially thousands of dollars of printing costs per project but also greatly decreases the time-on-task for our partners as they can upload files electronically in an instant. Last July, applications for residential plans were launched through the portal. Now, the team is working with multiple divisions and departments to coordinate a non-residential launch. We have had great feedback from the development community that our portal has been a huge hit and is just one additional way that our Administrative Services team can contribute to PDS' vision of delivering service-oriented professionalism!

New Faces



Jonas Chanh
GIS Technician



Tyler Brown
Principal
Office
Assistant



Chris Catalano
Business Work-
flow Analyst



Michelle Maldonado
GIS Analyst

The Administrative Services is excited to have had some new additions over the past year. In November, GIS Technician Jonas Chanh joined us from the City of Oroville, CA. In March, Principal Office Assistant Tyler Brown joined our team, having formerly provided office support to the local offices of Pro PT. In May, we welcomed GIS Workflow Analyst Chris Catalano who was previously with the Fresno State Police Department. And finally, in June, we were pleased to have GIS Analyst Michelle Maldonado join us from the Kings County Assessor's Office.

IN LOVING MEMORY OF HEIDI CREW

When I come to the end of the road
And the sun has set for me
I want no rites in a gloom-filled room.
Why cry for a soul set free?

Miss me a little but not too long
And not with your head bowed low.
Remember the love that we once shared,
Miss me but let me go.

For this is a journey that we all must take
And each must go alone.
It's all a part of the Master's plan,
A step on the road to home.

When you are lonely and sick of heart
Go to the friends we know
And bury your sorrows in doing good
deeds.

Miss me but let me go!

Robyn Raucman

Heidi Crew was an employee with the City of Clovis in the Building Division over 15 years. She was very passionate about her work, which made her an asset to our department! We will never forget her or that contagious laugh!



To further add to the changes, in chapter in our division. We now devote at least half of our weekly meeting time to in-house education that is led by a different member of the team each week. The building division is comprised of staff who are, in reality all subject matter experts in our field. Therefore, who was better to help us grow, learn, and to become more knowledgeable than before than the members of our own Division? I thought we might have some resistance to this, but once again the people of the Building Division have risen to the task. I can honestly say that I have been very impressed with the caliber of the trainings that occur every week, and can say with confidence that I know that I will learn something new every week.

That is a quick synopsis of the past year, and it is easy to see that there were many, many significant changes throughout the year. And now as we look ahead, I really have to keep my imagination in check because I wonder...What will happen during this next year? We will keep you posted!

Building Division Achievements

The Building Division closed out the 2020 calendar year having issued 5,113 permits. The top three years are 2019 with 5,559 permits, 2020 with 5,113 permits, and 2018 with 4,950 permits. We are also going strong with the total number of dwelling unit permits that have been issued. We are on track to be near the 2019-20 budget cycle which had 1112 units. We are currently at 785 units. We haven't seen those numbers since 2005 when we hit 1264 units.

In spite of a pandemic and a high volume of issued permits, the Building Division excels in professional certifications. I doubt there is another division that can keep up with the number of certificates we average per person.

As of March 16, 2021 the members of the Building Division collectively hold 216 professional certifications in 64 distinct categories from Accessibility through Zoning Inspector. What is perhaps more amazing is that during the last 12 months an additional 50 certifications were earned. A few of the certifications earned were:

- ◆ **Joe Whitfield** obtained the Residential Plumbing Inspector Certificate on June 5, 2020
- ◆ **Mike McLemore** obtained the Certified Building Official Certificate on August 20, 2020
- ◆ **Jeremy Harrison** obtained the Building Plans Examiner Certificate on October 29, 2020
- ◆ **Eric Smith** obtained the California Building Plans Examiner Certificate on November 20, 2020
- ◆ **Brad Fowler** obtained the Plumbing Plans Examiner Certificate on December 16, 2020
- ◆ **Jesse Newton** obtained the Mechanical Specialist Certificate on December 20, 2020
- ◆ **Rafael Magallan** obtained the Certified Fire Marshall Certificate on January 5, 2021

Those are just a few of the examples of the dedication exhibited by these exceptional people!

Building Division Makeover

The Building Division has seen quite a bit of change this past year. As I write this, I think back to a year ago when many staff members were instructed to work from home due to the pandemic. Thankfully, we all made our way through the shut-down that occurred, and all the changes since. It really does seem that for this past year at least, "change" has been the only constant.

During this time, staff had to adjust to changes in how we could accept applications, accept payments, route plans, perform inspections, and also maintain social distancing. It was a daily exercise in adjusting to the changing times, but the Building Division got it done.



Doug Stawarski
Building Official

On July 28, 2020 our new CSS portal became operational. All residential permits could now be submitted through the portal. A customer could maneuver through the entire process from submittal to permit issuance without ever stepping physically into our building. This new process didn't occur without hiccups or problems, and once again, the Building Staff adjusted to the changes.

On October 1, 2020, the Building Division saw the arrival of a new Deputy Building Official, Jesse Newton. Jesse was tasked to reorganize the submittal and plan-review processes. This meant cleaning up all of our forms and checklists, modifying the way we do business, restructuring duties and roles, and just generally scrutinizing every step to see where we could improve. It was uncomfortable at times, but- you guessed it- the Building Division has adjusted well.



Jesse Newton
Deputy Building Official

On January 4, 2021, we began to streamline our processes and provide cross-training to all staff, with the goal to be able to completely manage our review and process times. We are establishing new timeframe goals and now monitor the process more consistently than we have ever done before. We have updated our plan check lists and started creating new check lists to address the wide variety of reviews that we regularly perform.

All these efforts are designed to make us a "High Performance Organization". The division will be more resilient to not only the fluctuations that occur in the submittal types and numbers that we receive but also have the ability to adapt quickly to the never ending changes that occur in our community and industry.



Planning Division



Home Place Master Plan



Dave Merchen
City Planner

Transitions in the Planning Division

In December of 2020, Orlando “Lando” Ramirez retired after 30 years of employment with the City of Clovis. He began his tenure as a Planning Technician and rose to the level of Deputy City Planner. Lando was an integral

part of the organization for three decades. His contributions will always be valued and remembered, as they have helped shape development in Clovis and will continue to do so well into the future. His hard work, commitment, and dedication are worthy of admiration and respect.

While Lando’s retirement represents the most significant staffing shift in the Planning Division over last year, a series of additional changes have also been made, include placing existing staff in new roles and bringing in two new hires.

George Gonzales was selected as the City’s newest Senior Planner from a strong list of internal and external candidates, transitioning into that role from his previous Associate Planner position. Lily Cha was promoted from Assistant Planner to Associate Planner,



Kelsey George
Assistant Planner

a reflection of the excellent work she has been producing over the last few years. Two new Assistant Planners were added to the Planning staff in early 2021. Kelsey George joined the team in February, after having served on the planning staff at the City of Fresno. Emily Lane came on board



Emily Lane
Assistant Planner

in March, her prior experience being with the Madera County Planning Department. Both new team members assumed project manager responsibilities and made presentations to the Planning Commission within the first few

weeks of their arrival! This has been critical in preparing the team to manage a wave of large projects just beginning to work their way into the application process.

Master Plans and Major Projects in the Queue



Mixed-Use Master Plan, Enzo’s Table Property

Work is underway on a new mixed-use master plan comprised of more than 850 acres north of Shepherd and east of Willow, owned primarily by the Ricchiuti family. An environmental impact report will be prepared for the master plan, which will include a mix of residential densities and various commercial land uses. On the southeast corner of Shepherd and Willow, just south of the master plan boundaries, the Ricchiuti family is also working on a 20-acre mixed use project on the “Enzo’s Table” property. That project will be similar in scale and function to “The Row” project on the northwest corner of the same intersection.

With the final execution of the environmental consulting contract in May of 2021, work finally began on the environmental impact report for the Shepherd North Sphere of Influence Expansion. The 1000-acre proposal by the team from Wilson Homes will allow future annexation and development of primarily residential uses north of Shepherd and east of Sunnyside. The sphere of influence expansion proposal will be accompanied by a set of applications

intended to allow the first subdivision within the expanded sphere on approximately 75 acres.

The preparation of the Tollhouse Village Master Development Plan has commenced on approximately 1000 acres within the City’s northeast urban center. The master plan includes substantial acreage designated for employment generating uses on the southeasterly side of Freeway 168, with a mix of residential and other complimentary uses further to the south and east. A consultant has been selected to prepare an environmental impact report for the project.

Applications for the Home Place Master Plan have been submitted for processing by the team from Wathen-Castanos. Home Place is comprised of just over 300 acres, located immediately east of Clovis East High School. The project proposes to annex the entire 300+ acre master plan area into the City to facilitate the development of the planned residential and commercial uses envisioned by the Loma Vista Specific Plan. Environmental studies were being completed as of spring 2021.

Housing Element Update Underway

The next update to the City’s Housing Element is due in the fall of 2023. The City received grant funding through the Local Early Action Planning (LEAP) Grants Program to hire a consultant to assist in the preparation of the document, and Ascent Environmental Consulting was selected to provide these services. The process of establishing the Regional Housing Needs Allocation (RHNA) commenced earlier in 2021, with the State Department of Housing and Community Development (HCD) providing a preliminary total of approximately 66,000 dwelling units that will need to be distributed to Fresno County and its member cities. This figure is roughly 50% higher than the RHNA numbers for the previous cycle. Along with the higher RHNA numbers, the new housing element will need to incorporate more stringent requirements for screening properties included in the RHNA Inventory, as well as higher density for low-income units.

Engineering Division



Mike Harrison
City Engineer

The pandemic did not slow down the Engineering Division this past fiscal year. We were able to achieve some significant accomplishments, as well as adjust to major changes that were thrown our way. Workloads did not decline, and as City Engineer I observed my team come together to problem solve, find more efficient ways to work with both internal and external stakeholders as well as adapt to the ever changing world we were experiencing around us. It has been an interesting time but I couldn't be more proud of what this division has accomplished and each team member's commitment to excellence and service to our citizens.

Over the past year, some of our talented employees have moved on to other opportunities in the private sector and Caltrans. We wish those employees the very best. While the loss of employees such as these is like losing a member of the family and leaves a significant hole, I have been very impressed with the new staff that has been brought in to fill in those gaps. They have taken to the culture and are showing their value already, and the work has been able to continue without much slowdown.

We have for some time discussed the need to provide cross training for our professional staff. Implementation has been slow to come as it is sometimes difficult to reassign proficient engineers to other tasks in the

midst of heavy workloads. Nonetheless, we have provided **AGENDA ITEM NO. 14.** to provide all professional engineering staff additional breadth of knowledge and experience by rotating them between capital improvements and development review. While we expect some temporary loss in productivity as cross training occurs, I believe it will be a valuable benefit to the department long term and will benefit individual employees as well, as they endeavor to assume management roles and eventually take over for the old guard.

Succession planning and functional redundancy is another area of focus going forward in the coming year. A licensed surveyor is required in order to provide oversight and to certify subdivision maps. Currently, this function lies with the City Engineer, as the only licensed Surveyor in the City. It is only prudent to provide redundancy of function and to plan for the future. In order to bolster the surveying function and provide for additional efficiency and support for the Capital Improvement Program, which must rely on private surveying firms who cannot always respond to our needs in a timely manner, we have added a City Surveyor position. The position will provide the needed backup and adds versatility in selecting future City Engineers who may not possess a surveying license. We expect that recruitment will begin in the early fall, and we are hopeful to have someone joining the team by the beginning of the 2022 calendar year.

I anticipate that there are many changes and challenges still to come in the Engineering Division in the coming year. As always, we will take these in stride and continue to deliver at a high level. The 2021-22 fiscal year is already proving to be a very busy year for the division. I look forward to the future growth and development of this talented team and all of the accomplishments on the horizon.



LANDMARK
SQUARE

Landmark Square

There has been an abundance of interest in the Landmark Square project for nearly a decade now. The site will be the location for the new Transit hub, Senior Center, and future county library. Through the life of

the project, we have seen direction from multiple city managers and heard the project referred to by multiple project names. Many senior citizens and transit employees have been anxiously waiting for the day they will have a new location to call home.

After the city purchased the property north of Third and east of the Old Town Trail in 2014, it underwent years of preliminary design. The design included coordination with adjacent property owners and the County of Fresno. Countless hours were put into the project to determine location of the three proposed buildings and layout of the parking lot that will be used by all three. In 2017, the city had enough information to move forward with an architectural design contract for construction documents with Paul Halajian Architects. Then the project took a large step forward to realization in October of 2020 when the construction documents were complete and the construction bid was advertised for the first time. In December 2020, we finally had a contractor on board to build the project as AMG Associates, Inc. was awarded the project. While construction progress has been slow as we work through some site issues, the project is now a reality, and we will soon see the two structures coming out of the ground. This is a very exciting project and we can't wait to see our senior citizens enjoy the new facility.



PDS staff at Ground Breaking Ceremony





Thad Avery
CIP Supervising
Engineer

2020-21 CIP Year in Review

This past year and a half, we have seen some very large projects complete construction and other very large projects start construction in the Capital Improvement Section. With this, staff has worked on more new-building projects this past year than in the past ten years combined. It all started with the completion of the two-mile stretch of Willow widening north of Shepherd. This was followed by the opening-of-traffic to City of Clovis' first two-lane roundabout located at Temperance and Alluvial.

Construction of the building projects began the beginning of 2021, as Landmark Square and Fire Station 6 broke ground. Staff adds to this trend as we continue to work on design of more street widening projects and building projects. By summer's end, construction will begin on the first phase for widening Shaw between DeWolf and McCall. The second phase of the Shaw widening will follow next year along with the widening of Herndon east of Temperance. The building projects will also continue in the coming months as we prepare the design to reconstruct

Fire Station 2 along with constructing temporary housing for the station during the construction. What about building a park, you say? OK, we are currently designing the Village Green Park in Loma Vista, which is scheduled for construction next summer. The Capital section has many irons in the fire as our staff has stepped up to deliver these projects. Meanwhile

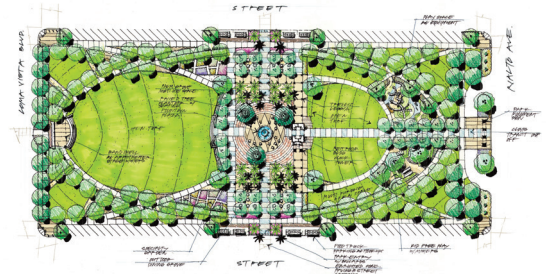


Fire Station 6



CIP Team

staff is also facilitating the completion of all of the maintenance projects that are not as glamorous, but are needed to help the city function. Great job, Engineering staff.



Loma Vista Village Green



Nate Stava
Civil Engineer



Phil Ginther
Engineer 1



Jorge Aguilar
Engineer 1



Sean Smith
DRU Supervising
Engineer

DRU: Always Improving the Process

Each member of the Development Review Unit (DRU) brings their unique experiences and perspectives, all of

which make us a well-rounded group and a valuable resource for the development community, as well as an advocate for public utilities interests. We have recently added 4 new staff members to DRU through a combination of new employees and job rotations. These new faces force us to evaluate our processes and look for ways to make improvements. Some noticeable changes include monthly coordination meetings between the City and staff from Fresno County. This meeting has improved communications between the County and the City's divisions of Engineering and Public Utilities. DRU staff is also involved in regular meetings with PG&E

that have provided opportunities to discuss improved processes, as well as to improve relationships between the agencies. We have also been very involved in collaborating with Public Utilities staff in updating the standards for trash enclosure sizes and placement. While this might seem like a minor part of the development of a site, it has become a topic that has taken considerable resources recently. The challenge comes in creating a site that works for the developer and their future tenants, as well as accommodating the service needs of the City. DRU has and will continue to provide service to the public as a whole by being the point of contact and liaison between the public, the development community, and our public utilities department during the plan review and approval process.



Tiffany Ljuba
Engineer 1



Tara West
Engineering Tech.



DRU Team

ENGINEERING STAFF

There are some new faces in the engineering department as we have replaced a few engineers that have left the city. In April 2021, Nate Stava moved from the LA area to join CIP as a Civil Engineer. In June 2021, we added three new engineers to the department. Phil Ginther and Jorge Aguilar joined CIP from local private firms and Tiffany Ljuba rejoined DRU after leaving us as an intern with the city and working a while for another nearby agency. There are also some familiar faces in new places as we have rotated some engineers between the Development Review Section and CIP. In March of 2021, there was a rotation of engineers between CIP and DRU. Jose Sandoval and David Gonzalez moved to CIP from the DRU group. John Cross and Colleen Vidinoff moved from their roles in CIP over DRU. Lastly, Tara West moved from the Building division to DRU to become an Engineering Tech.

Construction Management Review



Travis Saether
Construction
Manager

Construction Management (CM), much like all of Engineering, has had some significant changes in the past year. Matt Buller and Kris Diaz were both promoted to Senior Inspectors and have been excelling in their new roles. We said goodbye to Kim, who left our organization for a new role with the City of Fresno. Conversely, Shawn Scott joined our team in late 2020 from the City of Fresno as one of our new Inspectors.

Our CM team has been working nonstop to ensure that development, both residential and nonresidential, continued to move forward as smoothly as possible during the challenging times this last year provided. Some of the most notable projects this team has helped or is currently overseeing is the construction of the Owens Mountain Roundabout at Temperance and Alluvial, the beginning stages of construction of both Fire Station 6 and Landmark Square, and let's not forget about the annual street improvement projects.

We have reassessed how we are structured, refined many of our workflows, established new policies, and all around the crew has done an amazing job



CM Team

adapting to and overcoming all of the struggles related to major changes and let's not forget the pandemic! We are proud of their efforts to continue to make Clovis the best little (well not so little anymore) city in California.



Ryan Burnett
Engineering
Program
Supervisor

Community Investment Program Grant Awards

2020 was definitely a challenging year, but work pursuing grant funding for the City's Community Investment Program (CIP) continued. Grant funds are extremely important to the CIP program and our talented team in the Engineering Division- including Claudia Cazares, Shelby Elia and Colleen Vidinoff- successfully applied for and received over \$1.7 million dollars in State and Federal competitive grants. We received \$997,000 in State and Federal Active Transportation Program funds for a sidewalk construction project south of Barstow Avenue and

west of Pollasky Avenue, in the vicinity of Sierra Vista Elementary School. This project will add sidewalks to an existing area that does not currently have sidewalks, providing a pedestrian path of travel to the elementary school and other services.

We also received \$802,400 in Federal Highway Safety Improvement Program funds to install adaptive traffic signal control technology at the intersections on Shaw Avenue between Willow Avenue and Clovis Avenue and on Herndon Avenue between Willow Avenue and DeWitt Avenue. This newer technology adjusts the timing of the signal lights in real time to accommodate changing traffic patterns resulting in reduced congestion, reduced travel time, increased safety, reduced vehicle emissions, and increased motorist satisfaction.

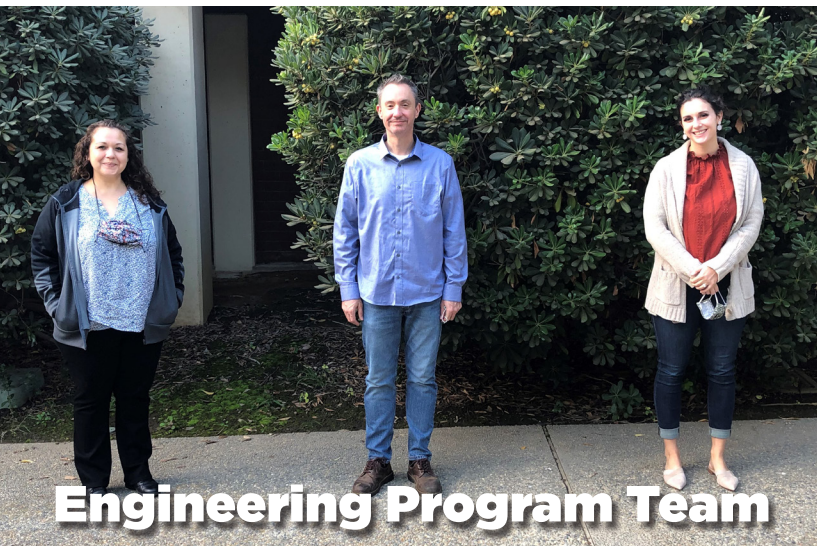


Shelby Elias
Management
Analyst

Department Master Service Agreements

The Engineering Administration team worked tirelessly this year to procure over 50 Master Service Agreements (MSAs) to streamline the department's contracting process for routine tasks performed by outside consultants.

Historically, when work was needed to be done by an outside consultant, a PDS employee would need to request proposals from several consultants, review consultant submissions, select a consultant to contract with, draft and route a contract, and collect insurance documentation from the consultant before allowing any work to commence. This was typically a month long process. By competitively procuring and entering into MSAs with consultants ahead of time, a PDS employee can now just issue a work order to the consultant who provides a suitable quote. A work order is approved at the department-level and consultants can often begin work within two days of providing the City with a quote for their services. Although it took a lot of dedication upfront to procure these MSAs, the department is already beginning to notice a more efficient process with less delays and quicker turnaround times for our projects.



Engineering Program Team



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 7, 2021

SUBJECT: Planning and Development Services - Approval – Res. 21-____, A request to authorize the City Manager to execute a consultant agreement between the City of Clovis and LSA for the preparation of an Environmental Impact Report (EIR) and related services covering approximately ±888 acres of property located on the north side of Shepherd Avenue, between N. Willow and N. Sunnyside Avenues. Heritage Development Company on behalf of the Ricchiuti family entities (Vincent Ricchiuti & Leland Parnagian), applicant.

ATTACHMENTS: 1. Draft Resolution, EIR Consultant Agreement
2. LSA EIR Proposal

CONFLICT OF INTEREST

None.

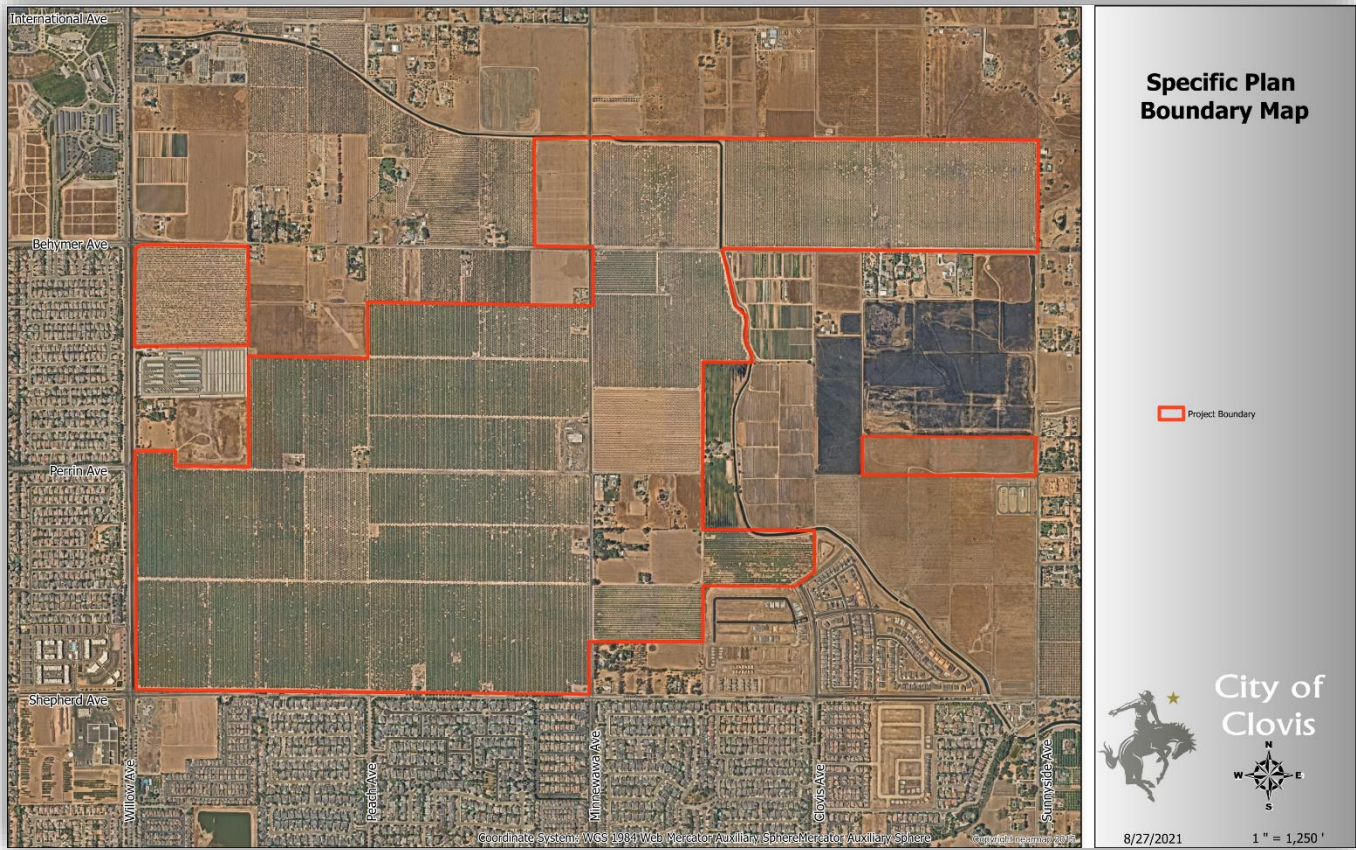
RECOMMENDATION

Staff recommends that the City Council approve the request authorizing the City Manager to execute a consultant agreement between the City of Clovis and LSA for the preparation of an Environmental Impact Report (EIR) and related services for the Heritage Grove Specific Plan.

EXECUTIVE SUMMARY

The Heritage Development Company (Vincent Ricchiuti & Leland Parnagian) is proposing to develop a specific plan within the City's Heritage Grove Growth Area (Northwest Urban Center) to facilitate the future annexation and development of approximately ±888 acres of land (see **Figure 1** below). The project area is located on the north side of Shepherd Avenue, between N. Willow and N. Sunnyside Avenues. The proposed project, referred to hereafter as the "HDC Specific Plan," (Heritage Development Company) will require the preparation of an Environmental Impact Report (EIR). Completion and certification of an EIR will achieve CEQA compliance for the HDC Specific Plan and will streamline CEQA compliance for future site specific projects within the project boundary.

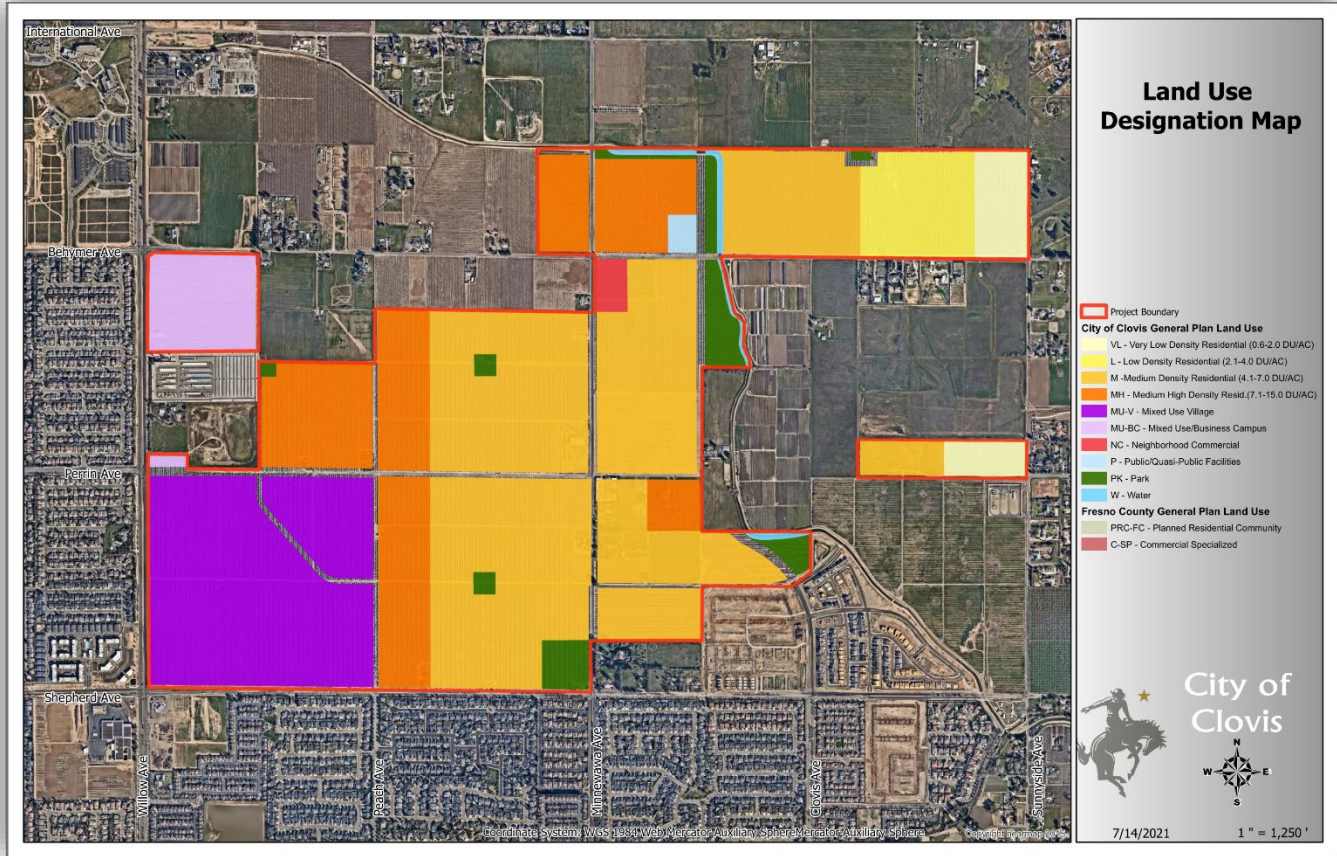
**Figure 1
HDC Specific Plan Boundary Map**



BACKGROUND

The entire project area is located within the City’s Sphere of Influence and has various land use designations within the City’s general plan, including Mixed Use Village, Mixed Use Business Campus, Very Low Density Residential, Low Density Residential, Medium Density Residential, Medium High Residential, Neighborhood Commercial, Public/Public-Quasi Public Facilities, Parks, and Water (see **Figure 2** below).

Figure 2
Land Use Designation Map



Environmental Impact Report

In April 2021, the City issued a Request for Proposal (RFP) for preparation of an EIR to assess the potential environmental impacts associated with the HDC Specific Plan. The City received a total of two (2) proposals and staff invited both consultant firms to participate in interviews. The interview panel consisted of City staff from Planning and Engineering, as well as members of the applicant’s team. Following the interviews, the panel determined that LSA had best demonstrated a substantial amount of experience in similar project types, and had a competitive cost proposal and timeline. Staff is confident LSA is the most qualified for the preparation of the HDC Specific Plan EIR. A full scope of work and budget for the project can be found in **Attachment 2** to this staff report.

The anticipated timeline for completion of the EIR is approximately 15 months. Upon completion, staff would return to Council for certification of the EIR in December 2022 or early 2023.

The total consultant cost for preparation of the HDC Specific Plan EIR is **\$467,985**. This includes **\$425,485.00** for the EIR plus a 10% contingency of **\$42,500**. The contingency amount is to cover unforeseen changes and/or overages throughout the contract and allows administrative approval

for use of those funds if needed. Lastly, the City imposes an administrative cost for time associated with managing the EIR process which is 15% of the cost of the EIR. Thus, **\$70,197.75** would be added to the cost of the EIR. In summary, the total cost of preparation of the EIR is **\$538,182.75** (\$467,985.00 + \$70,197.75). The entire cost of the EIR will be borne by the applicant (Heritage Development Company).

FISCAL IMPACT

The total cost of the EIR, related services and all other entitlements related to the proposed specific plan, such as planning entitlement fees (general plan amendment, rezoning, tract maps, annexation, etc.) will be paid for by the applicant (Heritage Development Company). The cost of planning entitlements will be established after a complete project description is prepared are not included in the total cost of the EIR described above.

REASON FOR RECOMMENDATION

Staff is seeking City Council authorization for the City to enter into an agreement with LSA for the preparation of an EIR related to the HDC Specific Plan to include ±888 acres in the City's Heritage Grove Growth Area.

ACTIONS FOLLOWING APPROVAL

If directed by the City Council to proceed, the following would occur:

- Staff would finalize the consultant agreement with LSA for the preparation of the EIR and related services;
- Upon execution of the EIR consultant agreement, a public EIR scoping meeting would occur providing another opportunity for public input;
- Staff would work with the applicant on determining necessary entitlements (i.e., General Plan Amendment, Prezone, Tentative Tract Map, Site Plan Review).

Prepared by: George González, Senior Planner

Reviewed by: City Manager *GA*

RESOLUTION 21-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT AGREEMENT
WITH LSA FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT AND
RELATED SERVICES**

WHEREAS, Heritage Development Company (Vincent Ricchiuti & Leland Parnagian), is proposing to develop a specific plan within the City’s Heritage Grove Growth Area (Northwest Urban Center); and

WHEREAS, the City requires assistance from an external consulting firm to assist with the preparation of an Environmental Impact Report and related services for purposes of analyzing potential environmental effects, related to a request for a Specific Plan to include approximately 888 acres of land located north of Shepherd Avenue, between N. Willow and N. Sunnyside Avenues, pursuant to the California Environmental Quality Act; and

WHEREAS, after soliciting proposals through a Request for Proposals process, LSA was selected to perform these services based on their substantial experience with the preparation of Environmental Impact Reports and technical studies for similar projects.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis Council approves the consultant agreement with LSA attached hereto as **Attachment A** addressing the preparation of an Environmental Impact Report and related services, and authorizes the City Manager to execute the consultant agreement with LSA.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 7, 2021, by the following vote, to wit.

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

DATED: September 7, 2021

Mayor

City Clerk

ATTACHMENT A

CITY OF CLOVIS CONSULTANT SERVICE AGREEMENT

HERITAGE GROVE EIR AND SPECIFIC PLAN

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and LSA ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on September 7, 2021 ("Effective Date").

RECITALS

- A. City desires to obtain environmental study services ("Services") for the Heritage Grove Specific Plan ("Project") more fully described in **Exhibit A**, and, if applicable, as further set forth in the proposal from Consultant attached as **Exhibit B**, which are incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

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

AGREEMENT

1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A & B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement and/or **Exhibit A** conflict with **Exhibit B**, this Agreement and **Exhibit A** shall control. No contractual terms and/or conditions found in **Exhibit B** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. **Term of Agreement; Commencement of Services; Schedule.** Consultant shall begin performing the Services on the Effective Date, unless otherwise instructed by City, and continue with the Services until satisfactorily completed, as determined by City. Consultant shall complete the Services not later than December 2022 ("Completion Date"), unless extended beyond this date by mutual consent of the Parties. This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein.

Consultant shall perform the Services according to the schedule set forth in **Exhibits A and/or B**, if applicable. If no schedule is set forth in **Exhibits A and/or B**, City and Consultant shall mutually agree on a schedule for performance of the Services and completion of any deliverables. The schedule shall be subject to modification based on the City's operational needs. City will notify Consultant in advance of any modification to the schedule.

4. **Payment for Services.** City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit A** or in Consultant's Proposal, which is set forth in **Exhibit B**, as applicable. The total amount paid by City to Consultant shall not exceed the amount set forth in **Exhibit B**.

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

Consultant recognizes that the Project is being initiated by the development community, with the principal developer being Ricchiuti Properties ("Developer"). City will be entering into a contract with Ricchiuti Properties to fund most of the costs of the Services. Therefore, City's ability to pay Consultant for the Services will be dependent in substantial part on payment by the Developer.

After receipt of Consultant's monthly invoice, City shall apply funds from any Developer deposit made for the purposes of funding the Project and make payment to Consultant within thirty (30) days after receipt of invoice. If Developer funds on deposit are insufficient to cover the invoice, City shall take reasonable steps to ensure that payment to Consultant for its invoice is made to Consultant within sixty (60) days of submittal to the City; provided, however, the parties acknowledge and agree that payment to Consultant for the invoice shall not be due and payable from the City until such time as City has sufficient funds on deposit from Developer to pay such invoice amount.

Should the Developer decide to abandon the Project by not making further deposits to City, City and Developer will work cooperatively together to terminate the Services or otherwise negotiate amendments to this Agreement.

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

6. Consultant Representations; Standard of Care; Compliance with Law. Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards. Consultant shall comply with all Labor Code requirements for public works projects if applicable to Consultant's work under this Agreement.

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

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.
9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.
10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.
11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.
12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.
13. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects or work for which Consultant's services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.
14. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

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

16. City Right to Employ Other Consultants. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Consultant, this Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

17. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Consultant. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.

18. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit C**.

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

20. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees,

agents, and representatives. Consultant agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

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

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

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

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

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

25. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Consultant's authority is attached as **Exhibit D**.

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

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

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

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

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

31. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

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

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

33. Performance Requirements. Notwithstanding, and in addition to the provisions of, Section 17 of this Agreement, if the Services performed hereunder are not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Consultant to correct the work in conformity with the requirements of this Agreement at no additional increase in the payment to Consultant. Consultant shall promptly correct the work rejected by City for failing to conform to the requirements of the Agreement. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Consultant to take all necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement. In the event Consultant fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

34. Licensing. Consultant shall maintain the following license throughout the performance of this Agreement: Class "C." Consultant shall also obtain and maintain a City of Clovis Business Tax Certificate prior to commencing performance of the Services.

35. Payment Bond. When required by applicable law, including Civil Code section 9550, prior to commencing any portion of the Services, the Consultant shall apply for and furnish City a payment bond for its portion of the Services which shall cover 100% payment for all obligations arising under the Agreement and guaranteeing the payment in full of all claims for labor performed and materials supplied for the Services. Only

bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Consultant and to require Consultant to obtain bonds from surety insurers satisfactory to City.

36. Performance Bond. Prior to commencing any portion of the Services, the Consultant shall apply for and furnish City a performance bond for its portion of the Services which shall cover 100% faithful performance of all obligations arising under the Agreement. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Consultant and to require Consultant to obtain bonds from surety insurers satisfactory to City.

37. Delay Damages. Time is of the essence with respect to this Agreement and the Services performed by Consultant. Consultant's failure to timely complete the Services under this Agreement shall result in the assessment of delay damages at the rate of \$1,000.00 per day for each calendar day the Services remain unfinished beyond the Completion Date or Services remains incomplete beyond any phase or milestone identified in the schedule as being subject to Delay Damages. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed completion of the Services are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor's work and the project, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that completion of the Services are delayed.

38. Prevailing Wages; Apprenticeship. When the Services constitute a public work under the Labor Code, the Services shall be performed in accordance with the provisions of Section 1770 et seq. of the Labor Code of the State of California, and all other applicable provisions concerning public works projects, which are hereby incorporated by reference and made a part hereof. Consultant shall be responsible for the payment of prevailing wages in accordance with State and Federal law. Consultant shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable. The Consultant and any subcontractor under the Consultant as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Consultant. Consultant shall comply with all requirements and obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Consultant shall register with the Department of Industrial Relations, if required.

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

CONSULTANT

CITY OF CLOVIS

By: _____

By: _____
Luke Serpa, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Consultant

Company Name

Attn: Name

Title

Address

City, State

_____ [E-Mail Address]

_____ [Phone Number]

City of Clovis

Department Name

Attn: Name

Title

1033 Fifth Street

Clovis, CA 93612

_____ [E-Mail Address]

_____ [Phone Number]

ATTEST

John Holt, City Clerk

APPROVED AS TO FORM

Scott Cross, City Attorney

EXHIBIT A SCOPE OF WORK

EXHIBIT B
BUDGET AND TASK SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to commencement of the Services, Consultant shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. Consultant shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Consultant shall maintain the following types of insurance with limits no less than specified:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$2,000,000.00 per occurrence or claim and \$2,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D SIGNING AUTHORITY



**PROPOSAL FOR THE CITY OF CLOVIS
HERITAGE GROVE RICCHIUTI PROPERTIES
MASTER DEVELOPMENT PLAN
AND RELATED LAND USE ENTITLEMENTS
ENVIRONMENTAL REVIEW**

AUGUST 18, 2021

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A – Firm Description

LSA is a diversified environmental, transportation, and community planning firm that evolved from a small consulting firm formed by Larry Seeman in 1976, originally called Larry Seeman Associates. LSA is a 100 percent employee-owned with a full-time staff of approximately 180 employees and nine offices throughout California.

LSA provides multidisciplinary land use and environmental planning services. As a company of planners and environmental analysts, LSA is active in all aspects of community development, land use planning, and public involvement. Environmental analysis has been the cornerstone of LSA’s professional practice since its founding and continues as one of the firm’s key practice areas. LSA’s understanding of both development planning and the public interest results in realistic and fair recommendations. LSA offers efficient and responsive support to State, regional, and local government; private-sector; and institutional clients. LSA has provided environmental assessment services since the first environmental mandates were enacted in the 1970s, and the firm’s expertise, experience, and services have grown to encompass the many issues related to environmental law. LSA’s previous experience working with the City of Clovis (City) on numerous projects since 2016 has been successful, and LSA is pleased to offer its environmental services to the City.

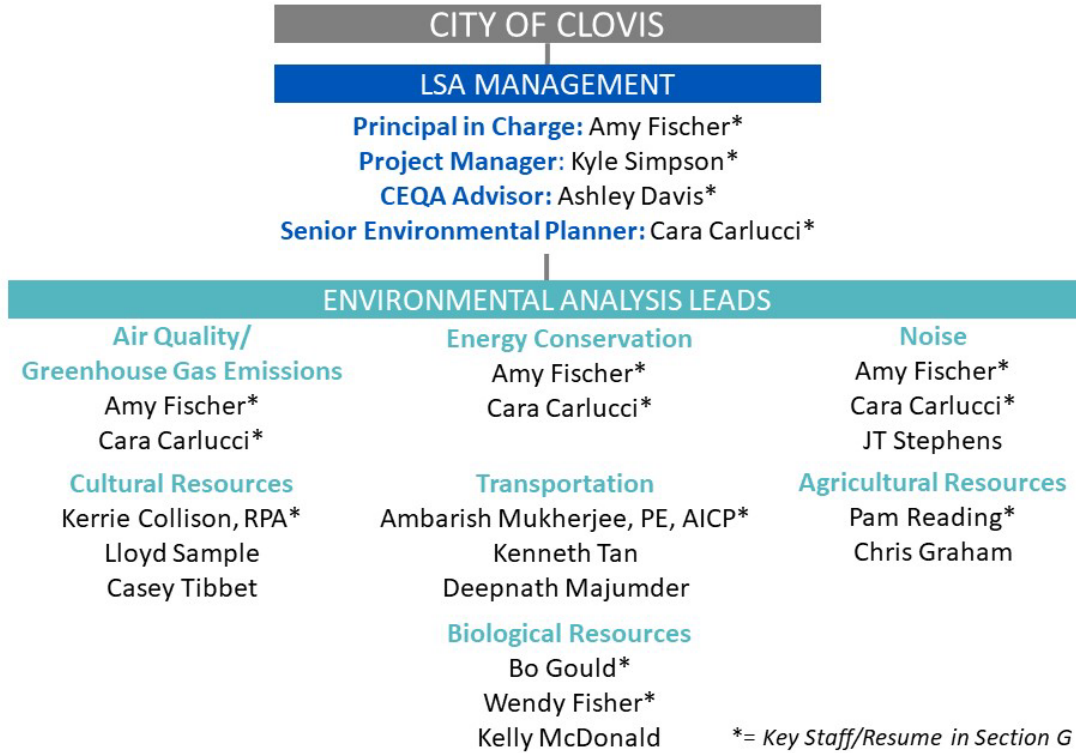


- Environmental Analysis.** LSA’s environmental staff includes expert practitioners of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA); LSA has prepared thousands of environmental documents over its 44-year history. LSA’s multidisciplinary project teams are assembled to fit the specific needs of each client and project.
- Land Use and Resource Management.** LSA integrates its understanding of development planning, environmental regulation, and natural resource management to plan and evaluate growth. The firm focuses on resource management plans, opportunities, and constraints analysis; adjunct staff planning; and entitlement processing.
- Biological Resources.** LSA has great depth of experience in biological and wetlands consulting, including regulatory and resources agency permitting, habitat restoration, and biological monitoring. LSA’s experience includes wetland analysis, special-status species evaluation, and environmental permitting.
- Cultural and Paleontological Resources.** LSA provides field surveys and monitoring, resource evaluation, historical assessments, and tribal consultation pursuant to Assembly Bill 52. LSA also develops mitigation measures for cultural resource protection and preservation programs and coordinates Section 106 clearances for State and federal projects.
- Transportation/Mobility.** LSA offers comprehensive transportation planning and engineering services for all aspects of transportation projects. Services include modeling for regional transportation networks, identifying roadway funding and cost-sharing opportunities, and assessing traffic impact and parking conditions. LSA’s transportation team is recognized for its creative, solution-oriented approach and its sensitivity to communities.
- Air Quality and Climate Change.** LSA ensures compliance with CEQA, NEPA, and local requirements. LSA’s climate change services are responsive to evolving State and federal standards, recent case law, and the scientific literature. LSA uses quantitative and qualitative methods to evaluate project and program greenhouse gas (GHG) emissions, and works within a multidisciplinary team for innovative mitigation measures to reduce effects on climate change.
- Noise.** LSA noise specialists provide acoustical assessment services in compliance with CEQA, NEPA, and local requirements. The firm’s services range from construction-level analyses of transportation and development projects to the assessment of planning documents and studies of unique sources of noise.



B – Key Staff

LSA is confident that it has the essential project management, strategic analytical ability, and multidisciplinary technical knowledge to efficiently and effectively prepare high-quality environmental documents and advise the City on CEQA issues. Résumés of Key Staff are in Section G, Résumés.



Amy Fischer, Principal in Charge

Ms. Fischer will serve as the Principal in Charge for the environmental documentation for the proposed Heritage Grove EIR Project (project).

She focuses on responsive project management, innovative problem solving, and dedication to client needs. Ms. Fischer is the Managing Principal of LSA’s Fresno office, established in 2008. As Principal in Charge, Ms. Fischer will ultimately be responsible for timely response and quality assurance of all project work undertaken, and will also ensure that staff resources are available and properly allocated for all work assignments. She will provide input on the scope, budget, and scheduling of the proposed project. With over 20 years of experience in the environmental field, Ms. Fischer has participated in environmental analysis for many diverse projects in California. Ms. Fischer has recently managed CEQA documents for the Cities of Clovis, Porterville, and Fresno, as well as the Madera Irrigation District. She also serves as senior air quality, GHG emissions, and noise specialist for CEQA/NEPA and planning documents. Ms. Fischer has a comprehensive knowledge of the CEQA requirements for air districts throughout California. Her noise experience includes ambient noise monitoring and the application of local and State noise standards used in impact analysis, as well as the development of noise mitigation for residential, commercial, and infrastructure development projects. She has directed or prepared the CEQA air quality, GHG emissions, and noise analyses for a diversity of project types, and has prepared air quality studies and GHG emissions analyses for projects throughout the Central Valley and California. Ms. Fischer prepares studies in accordance with the methodologies and assumptions recommended in the applicable air quality impact assessment guidelines. Cara Carlucci, Planner, will conduct the air quality, energy, and GHG analyses. JT Stephens, Associate/Noise Specialist, will conduct noise analysis under Ms. Fischer’s supervision.

Kyle Simpson, Project Manager

Mr. Simpson is a CEQA and NEPA practitioner and project manager with 14 years of experience. He has served as project manager or a key staff member on over 40 projects in Northern California and the Central Valley. Mr. Simpson has experience managing or preparing aspects of programmatic-level planning documents as well as extensive experience with project-level analysis for mixed-use development, school facilities, public facilities, and open space/recreational facilities. His responsibilities at LSA include project management and preparation of CEQA/NEPA documents. Mr. Simpson will be in charge of the day-to-day activities associated with the proposed project. Project management tasks include regular client contact, contract negotiation and management, oversight of subconsultants and team members, schedule coordination, and development of products. Mr. Simpson will provide direction to all team members that will ensure an internally consistent, coherent document. He will also review all submittals and in-house prepared text, tables, and graphics before these materials are presented to the City as administrative review documents. Mr. Simpson is currently involved with several CEQA and environmental planning assignments, including managing the Village D Environmental Impact Report (EIR) for the City of Madera, the update to the City of Fresno General Plan EIR, and the Integrated Master Plan for the City of Porterville. Prior to joining LSA in mid-2017, Mr. Simpson managed or participated in a diverse portfolio of CEQA projects, including the Southwest Fresno Specific Plan EIR, the San Leandro Shoreline Development Project EIR, the Atherton Civic Center Master Plan EIR, the Daly City Serramonte Shopping Center Expansion Project EIR, and the Cordes Ranch Specific Plan EIR.

Ashley Davis, CEQA Advisor

Ms. Davis has 21 years of experience and oversees project planning for large land use proposals and development projects. Her primary responsibilities include preparation and management of environmental documents pursuant to CEQA and NEPA. Much of her work addresses complicated resource issues and incorporates active public involvement. Ms. Davis will advise on CEQA procedural matters as well as application of the *State CEQA Guidelines* to this proposed project. Ms. Davis has assisted with and managed the preparation of planning documents and environmental analysis for a variety of land use projects, including the City of Long Beach General Plan Land Use and Urban Design Elements Project, the Village D EIR for the City of Madera, the Disney Studios Master Plan EIR Addendum, the Banning General Plan Amendment (GPA), and the on-call contract for the Port of Long Beach.

Cara Carlucci, Senior Environmental Planner

Cara Carlucci will serve as the Senior Environmental Planner and will prepare both the technical and nontechnical sections of the environmental analysis. Ms. Carlucci has provided support for the preparation of several CEQA analyses for projects, including the Summit Estates Two Subdivision Project Initial Study/Mitigated Negative Declaration (IS/MND) for the City of Porterville, the Landfill Left Turn Lane IS/MND for the City, and the Retrofit Soundwall Corridor Study for the Fresno Council of Governments (COG). She has contributed to the air quality and global climate change analyses for several California High-Speed Rail (HSR) Project environmental documents for segments in Fresno, Kern, and Los Angeles Counties.

Kerrie Collison, RPA, Cultural Resources

Ms. Collison's primary duties include report and proposal preparation for CEQA- and NEPA-level documents, Native American consultation, directing and participating in surveys, and monitoring for cultural resources. She is skilled in lithic analysis and excels at identifying the various stages of production of stone tools. Her field experience includes work in the California Central Coast, Orange County, Riverside County, Ventura County, Mono County, the Tahoe region of the Sierra Nevada, and the Great Basin. Ms. Collison also has experience collaborating on eligibility reports for the National Register of Historic Places (National Register) and contributing to Section 404 permit applications, and she is proficient in using geographic information system (GIS) technology to collect data in the

field and produce maps for spatial analyses and reports. In addition, Ms. Collison has performed archaeological reconnaissance surveys for environmental recovery projects following California wildfire events.

Ambarish Mukherjee, AICP, PE, Senior Transportation Planner

Mr. Mukherjee will provide traffic engineering and modeling support services for this contract. Mr. Mukherjee conducts traffic studies and Traffic Impact Analyses (TIAs) for a wide variety of large and small projects, including residential development, mixed-use development, commercial and office projects, parking structures, roadway and circulation improvements, and General Plans and Specific Plans. His recent experience includes preparation of the vehicle miles traveled (VMT) analysis for the Fresno COG and the preparation of the TIA Guidelines on VMT for the City of Fresno. Other relevant experience includes on-call modeling and support for the Riverside County Traffic Analysis Model and forecasting General Plan build out data using the Orange County Transportation Analysis Model and Irvine Transportation Analysis Model for cities throughout Orange County. Under Mr. Mukherjee's direction, Kenneth Tan will assist.

Pam Reading, Agricultural Resources Analyst

Ms. Reading has experience preparing a variety of documents pursuant to CEQA and NEPA. She has developed a particular expertise in preparing farmland impact analyses for a wide variety of projects, including transportation and infrastructure, residential subdivisions, and solar farms. Complementing her CEQA and NEPA experience, Ms. Reading has significant experience in land use planning and land use regulations. She has served as a contract planner to conduct analyses, prepare documents, and make presentations for land use planning applications.

Bo Gould, Senior Biological Resources Manager

Mr. Gould has participated in many aspects of environmental consultation in Southern California, ranging from developing energy efficiency and water conservation strategies to working on habitat restoration projects and biological impact analyses. He has conducted wildlife movement studies with automatic camera arrays, analyzed water potential for riparian plants, mapped watersheds and vegetation communities, prepared CEQA and NEPA compliance documents, prepared and implemented Habitat Conservation Plans for federally listed species, and conducted jurisdictional delineations for Clean Water Act compliance for multiple projects. This diverse background has prepared Mr. Gould to work on a wide range of projects for clients in various sectors. Under Mr. Gould's direction, Kelly McDonald will assist.

Wendy Fisher, Senior Biological Resources Manager

Ms. Fisher is a Senior Biologist/Ecologist/Certified Arborist with over 23 years of consulting experience assisting landowners with ecological resource issues in Central California. Attentive to project schedules and budgets, she has collaborated with agency personal and project planners/engineers on hundreds of projects related to arboriculture, wildlife, botanical, and wetland resources for the preparation of documents for CEQA and NEPA compliance throughout the Central Sierra. Ms. Fisher has expertise in the native and rare flora of California and is a certified arborist with the International Society of Arboriculture.

C – Relevant Experience and Project Reference

LSA is currently undertaking or has successfully completed numerous EIRs, including supplemental and subsequent CEQA documents, IS/MNDs, technical reports, and planning documents for projects with characteristics comparable to services for the City. This section highlights a few select projects that demonstrate LSA's capabilities. LSA encourages you to contact each reference below to learn firsthand of the quality services that LSA and its dedicated team of professionals have provided for each project.

C1 – Project 1: Fresno General Plan EIR

LSA is currently working with the City of Fresno to update the City of Fresno's General Plan Master EIR to a Program EIR to be in conformance with State law and to be consistent with recent legislative changes. The City of Fresno is not proposing a comprehensive update to its General Plan but rather one that focuses on limited policy changes to the existing General Plan. Through this update, the analysis is intended to streamline implementation of the General Plan by supporting the existing General Plan's programs and projects with updated environmental analysis, regulatory framework, and mitigation measures pursuant to CEQA. LSA is updating the technical analyses and providing a comprehensive update of the environmental analysis to reflect the current baseline conditions of 2019.



As part of the analysis, LSA prepared a TIA that included level of service (LOS) and VMT analyses in order to develop citywide VMT Guidelines and Thresholds. The TIA examined the roadway, transit, bicycle, pedestrian, and rail components of Fresno's transportation system. It also included a description of the environmental setting, which described the geographical, jobs, and housing contexts of Fresno. With this information as a basis, the VMT analysis was developed by balancing the guidance offered by the State Office of Planning and Research (OPR) with local policy direction and land use planning. As a result, the City of Fresno has access to a computerized VMT screening tool to assist in the efficient evaluation of discrete land use proposals.

LSA also prepared an update to the City of Fresno's GHG Reduction Plan to reevaluate Fresno's existing GHG reduction targets and strategies and to provide new goals and supporting measures to reflect and ensure compliance with changes in local and State policies. The GHG Reduction Plan Update strives to encourage economic growth to keep Fresno economically competitive while achieving GHG reductions and maintaining the CEQA Qualified Plan status. Certification of the Program EIR is anticipated to occur in July 2021.

Client: City of Fresno, California
Reference: Sophia Pagoulatos, Manager of Long Range Planning; (559) 621-8062, sophia.pagoulatos@fresno.gov
Budget: \$677,844

C2 – Project 2: Village D Specific Plan EIR

As prime consultant, LSA is currently conducting the environmental review process for the Village D Specific Plan EIR. LSA is responsible for the accuracy and quality of all technical documentation and for representing the team at all scoping meetings and public hearings.

The proposed Village D Specific Plan (Specific Plan) envisions the development of a new compact mixed-use community that extends the City of Madera’s existing urban fabric, creates walkable and bikeable streets, and integrates open space throughout the area east of the city limits. Two areas will be developed under the Specific Plan, each intended to implement a village concept that will create opportunities for commercial development integrated with park and open space amenities. The project site is characterized as active agriculture operations with supporting residential and agriculture structures. The Fresno River is located along the southern boundary of the project site.



Due to the project site’s current agricultural use, LSA conducted an Agricultural Resources Study to determine how the project could result in potential impacts related to the conversion of agricultural resources. The Agricultural Resources Study evaluated the local and regional significance of the agricultural land, taking into account the City’s General Plan and availability of agricultural land in Madera County. The analysis provided background information related to current crops, water use, and surrounding land uses. With this information, LSA utilized the Land Evaluation and Site Assessment (LESA) model to provide a quantification and full assessment of the project’s impacts.

In addition, following a detailed scoping process with the City of Madera and the California Department of Transportation (Caltrans), LSA prepared a TIA for the project to satisfy the requirements established by the City of Madera and Caltrans, as well as to identify potential impacts and mitigation measures pursuant to CEQA. The TIA included assessments of trip generation, trip distribution, study area impacts, and analysis methodologies. The analysis included the evaluation of 58 roadway intersections, 29 roadway segments, and 8 Caltrans freeway segments in order to provide the City of Madera with a thorough assessment of all potential impacts that could result from build out of the Specific Plan. A VMT analysis was included based on OPR guidance.

Other site-specific analyses prepared by LSA included site-specific technical studies evaluating potential environmental impacts to biological resources and cultural resources. Both studies included site visits to identify current conditions and records review to identify previous resources within the project site and within the vicinity. LSA recommended reasonable and effective mitigation measures intended to reduce potential impacts.

Through LSA’s technical analysis, the EIR will analyze how implementation of the Specific Plan could result in environmental impacts and, where applicable, how those potential impacts could be reduced. LSA has extensive experience working with cities and project applicants to ensure that the planning process is as smooth as possible in order to allow decision-makers, City staff members, and the public the opportunity to better understand not only the project but also the possible environmental effects that could result.

Client: City of Madera, California
Reference: Chris Boyle (currently with the City of Bakersfield); (661) 326-3733, cboyle@bakersfieldcity.us
Budget: \$462,407

C3 – Project 3: Dog Park Master Plan IS/MND

The City of Clovis prepared the Dog Park Master Plan to serve as the planning policy document to guide construction and operation of dog parks in existing parks throughout the city. The Dog Park Master Plan identifies 12 existing parks that are suitable for dog parks. Nine of these parks are classified as Candidate Parks because each could accommodate a new dog park. Three are classified as Priority Parks because they were identified through public input and criteria established by the Dog Park Master Plan as being evenly distributed throughout Clovis, and each includes existing amenities that would complement a new dog park.



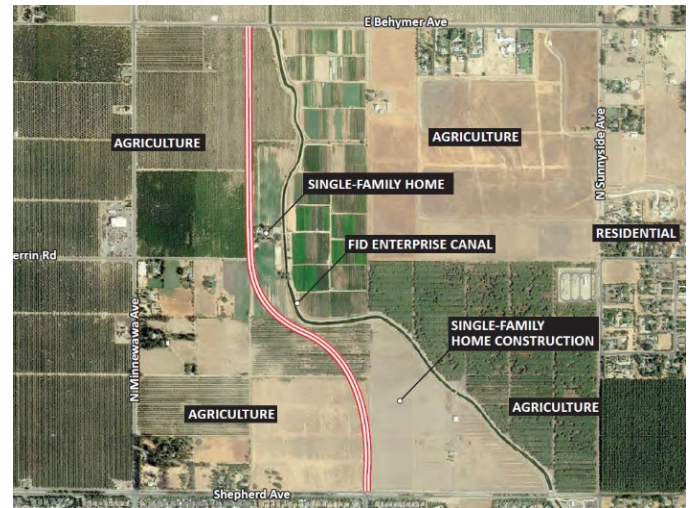
LSA prepared an IS/MND to identify potential environmental impacts that could result from construction and operation of the Candidate Parks and Priority Parks throughout the city. LSA's analysis included technical analyses related to construction impacts related to air quality and noise, and provided CEQA clearance to initiate construction of the three Priority Parks upon adoption of the IS/MND. Specific knowledge of Clovis and the parks allowed LSA to quickly and efficiently analyze the potential environmental impacts and allowed for the City to adopt the Dog Park Master Plan with no comments in opposition or comments on the CEQA analysis.

Client:	City of Clovis, California
Reference:	Claudia Cázares, Management Analyst; (559) 324-2387, claudiac@cityofclovis.com
Budget:	\$22,940

City of Clovis Experience

LSA knows Clovis and, in addition to the above, has managed several projects in Clovis, performing the majority of the analysis in-house. LSA provided thorough documentation for the City and project applicants to rely on. In addition, each project shows the variety of projects that LSA is capable of analyzing for the City, as follows:

- [Clovis Costco Technical Studies for the Clovis Costco IS/MND.](#)
- [IS/MND for the Villa/Minnewawa Roadway Improvements Project.](#)
- [Loma Vista Fire Station 6 Technical Studies.](#)
- [IS/MND for the Clovis Landfill Left-Turn Lane Project.](#)
- [Technical Studies for Marc O' Polo Residential Project.](#)
- [North Clovis Avenue Official Plan Lines Addendum \(see the photo above\):](#) LSA prepared an Addendum to the City of Clovis General Plan EIR to analyze the establishment of Official Plan Lines (OPLs) for North Clovis Avenue from Shepherd Avenue to Behymer Avenue. The purpose of establishing the OPLs was to identify the ultimate alignment and widths for future public street rights-of-way in accordance with the Circulation Element of the Clovis General Plan. LSA prepared a comprehensive analysis of all environmental topics identified in the environmental checklist consistent with Appendix G of the *State CEQA Guidelines*, which substantiated the conclusion that the establishment of the OPLs resulted in no new environmental impacts.
- [Great Big Land, Inc., Sphere of Influence Expansion and Related Land Use Entitlements EIR:](#) As a subconsultant to the City's EIR consultant, LSA is currently preparing a TIA for a program-level analysis of expanding the City's Sphere of Influence (SOI) by approximately 975 acres (ac), and a project-level analysis of annexing 75 ac. LSA is working closely with City staff members as well as the Fresno COG to provide a comprehensive analysis of local vehicle impacts and VMT.



D – Project Approach and Scope of Work

D1 – Project Understanding

The Project Applicant has requested to urbanize approximately 868 ac currently outside the City limits but within the City's SOI. The project area is located within the Northwest Urban Center area identified in the City's General Plan, and now referred to as Heritage Grove. The proposed project would include the following:

- Master Development Plan
- General Plan Amendment
- Annexation
- Prezone
- Tentative Tract Map
- Residential Site Plan



D2 – Project Approach

Based on our review of the City's Request for Proposals and LSA's knowledge of the local interest in the proposed project, LSA understands that the City of Clovis is seeking to prepare a comprehensive and robust EIR to satisfy the requirements of CEQA. LSA's proposed scope of work, which includes preparation of stand-alone technical studies that the LSA Team anticipates would be appropriate to provide for an adequate and legally defensible environmental review effort, is detailed below. This scope of work also includes completion of program-level technical studies for approximately 1,322 acres in the City's sphere of influence (SOI), and a program-level analysis of annexing and developing the 868-acre mixed-use master development plan.

The overarching goals in preparing the EIR are for LSA to function as an extension of City staff and to provide a legally defensible and well-written document that is easy to understand not only for the public, but for City decision makers, City staff, and responsible agencies. Our proximity to the City's office, as well as LSA staff residing in Clovis, allows LSA staff to be generally available to attend in-person meetings.

To that end, LSA has developed an approach and work program designed to result in a comprehensive, legally robust EIR that meets City requirements of providing program-level and project-level analyses. The EIR and environmental review process, in general, will provide a comprehensive evaluation of the proposed Project. Our scope of work is designed to achieve the following key objectives:

- **Collaborate with the City to define the project** for CEQA purposes and craft a detailed project description that accurately reflects all elements of the proposed Project, including anticipated uses and requested project approvals.
- **Prepare an EIR that responds to and meets the specific requirements** and interests of the diverse group of government agencies and organizations that are expected to review the EIR and may be responsible for specific project approvals.
- **Create an EIR that is accessible and relevant** through thoughtful and concise writing and use of data-rich graphics.

D3 – Scope of Work

Task 1.0: Project Kickoff, Data Collection, and Background Information

Following issuance of the authorization to proceed, LSA will begin compiling background information and coordinating with the City to hold a kickoff meeting, as described below.

1.1: Kickoff Meeting: LSA will meet with the City staff and Project Applicant to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort. During this meeting, LSA will do the following:

- Lead a discussion regarding overall project administration, communications, invoicing procedures, and general protocols.
- Confirm the proposed Scope of Work and expectations for use of any previously prepared technical materials or other background materials that may be available for the site.
- Discuss the significance criteria for each topic to be addressed in the EIR.
- Gather relevant information and data if there is information LSA has not yet received.
- Discuss the City's desired schedule for the review process. Items to discuss include project planning, coordination, and schedule, including establishing target dates for issuance of the Notice of Preparation (NOP), the Scoping Meeting, and release of the Draft EIR.

Following the kickoff meeting, LSA will provide a summary memorandum to the City.

1.2: Data Collection and Background Information Review: LSA will review existing environmental documents, regulations, and plans. These include, but are not limited to, the documents of nearby projects and the City's General Plan.

Task 2.0: Notice of Preparation and Scoping Meeting

2.1: Notice of Preparation: LSA will prepare an NOP in accordance with the requirements of CEQA. Project information will include all available details of the proposed project.

2.2: Scoping Meeting: LSA will participate in a public EIR scoping meeting. LSA will develop materials, including handouts that may include an overview of the objectives of CEQA, the EIR process and schedule, and the topics to be addressed in the EIR. It is assumed that LSA will make a short presentation at the scoping meeting that outlines the project's environmental review requirements and process. LSA will take minutes and will submit the scoping meeting summary memorandum outlining the key issues and topics related to the environmental review. The City will be responsible for meeting logistics, such as location, time, day, and refreshments (if any).

Following the 30-day comment period on the NOP, LSA will review all comments, recommend any needed changes to the proposed Scope of Work, and ensure that all submitted concerns are adequately covered by the EIR.



Task 1.0 Key Deliverable

- Kickoff Meeting Summary Memorandum (PDF format)

Task 2.0 Key Deliverables

- Draft Notice of Preparation (NOP) (Microsoft [MS] Word format and PDF)
- Final NOP (MS Word format and PDF)
- Scoping Meeting Minutes Memorandum
- State Clearinghouse Submittal
- Scoping Meeting PowerPoint Presentation

2.3: Scope of Work Refinement: It may be necessary to refine the work program in accordance with information compiled under Task 1, as well as in response to comments received on the NOP. Upon receipt and review of all of the comments on the NOP, and taking into consideration comments heard at the scoping meeting, LSA will work with the City staff to refine the Scope of Work and budget, if necessary, to address any environmental issues that are not yet adequately addressed in this work program.

Task 3.0: Project Description and Alternatives

LSA will work closely with the City staff to develop a Project Description for the EIR and project alternatives to be analyzed in the EIR, as described below.

3.1: Project Description: LSA will prepare a Project Description that details the purpose, phasing, and physical elements of the proposed project. The Project Description will include a map showing the location and boundaries of the project site and a general description of the proposed project's technical and environmental characteristics. LSA will work closely with the City to ensure that the Project Description provides a level of detail appropriate to describe the proposed project. As part of the Project Description, LSA will work with the City to prepare a list of project objectives consistent with the City's goals for the proposed project.



The Project Description will also include a statement briefly describing the intended uses of the EIR, including a list of agencies expected to use the EIR, a list of permits and other approvals required to implement the proposed project, and a list of related environmental review and consultation steps required by federal, State, or local laws, regulations, and policies. LSA will submit a draft of the Project Description to the City for review and acceptance before the LSA Team begins conducting any impact analyses.

3.2: Alternatives Development: The LSA Team will identify and evaluate up to three alternatives to the proposed project, one of which will be the CEQA-required No Project Alternative. LSA will work with the City staff to develop the project alternatives that would reduce potential environmental impacts.

Task 3.0 Key Deliverables

- Draft Project Description (MS Word format and PDF)
- Final Project Description (MS Word format and PDF)
- Project Alternatives Summary Memorandum

Task 4.0: EIR Technical Studies

This task includes preparation of stand-alone technical studies to support the environmental analysis and to serve as substantial evidence for the findings pursuant to the *State CEQA Guidelines*. At the City's discretion, additional stand-alone technical studies can be added.

4.1: Air Quality and Greenhouse Gas Emissions Technical Study: Development activity associated with the proposed project could increase pollutant concentrations in Clovis through increased vehicle trips and building operations. Construction activities associated with development of the proposed project, including grading and ground disturbance, could increase concentrations of particulate matter. This increase could contribute to existing air pollution in the San Joaquin Valley Air Basin. Therefore, LSA will prepare a stand-alone air quality analysis, which will be incorporated into the EIR.

Following the San Joaquin Valley Air Pollution Control District (SJVAPCD) Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI), LSA will identify existing air quality conditions and potential air quality impacts resulting from the proposed project by undertaking the following subtasks:

- **Assess project construction emissions.** Construction activities associated with the proposed project would generate increased particulate emissions associated with site preparation, grading, soil hauling, and other construction activities on the project site. Construction equipment exhaust would also be a source of air pollution. LSA will calculate the regional construction emissions using the California Emissions Estimator Model (CalEEMod) for up to four phases.

- **Conduct a construction Health Risk Assessment.** Based on the anticipated construction activity and the proximity of the nearby residential receptors, LSA will prepare a construction Health Risk Assessment (HRA) to identify any potentially significant health risk impacts resulting from construction of the proposed project. The HRA will address all applicable City, SJVAPCD, and State requirements. The HRA will determine the increased cancer and noncancer health risks to nearby sensitive receptors (i.e., people living nearby) from exposure to toxic air contaminants (TACs) from construction-related sources.
- **Assess project operation-period air quality impacts.** The proposed project would generate new vehicular trips within the region. Regional emissions of criteria air pollutants associated with long-term operations from vehicle trips will be calculated with CalEEMod for up to four phases. In addition, emissions associated with stationary sources, such as on-site energy consumption and landscaping equipment, will be estimated.
- **Assess project GHG emissions.** LSA will provide a quantitative assessment of GHG emissions associated with all relevant sources related to the proposed project, including construction activities, new vehicle trips, energy consumption, water usage, and solid waste generation and disposal, using CalEEMod for up to four phases.
- **Identify mitigation measures.** LSA will identify, where necessary, practical mitigation measures to address any significant project or cumulative impacts. Mitigation measures designed to reduce the proposed project's short-term construction and long-term air quality and GHG impacts to the extent feasible will be identified. Mitigation measures established by the SJVAPCD for dust suppression will be identified to reduce construction impacts. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

LSA will submit one digital copy of the draft Air Quality and GHG Technical Study to the City for review. Based on one set of comments, LSA will prepare a final Air Quality and GHG Technical Study.

4.2: Noise Technical Study: Construction activities related to the proposed project could result in short-term increases in noise and vibration levels. Project-related traffic may also increase noise levels along local roadways. A technical acoustical analysis will be prepared to assess the potential effects of the proposed project on the existing and future noise environments in the project vicinity and to determine whether the proposed project would result in exposure of individuals to unacceptable noise levels. The following subtasks will be undertaken as part of the noise analysis and included in the Noise section of the EIR:

- **Describe the existing regulatory framework.** Applicable State and City noise criteria for the project area will be identified. Noise standards, including General Plan noise policies and Noise Ordinances, will be discussed. LSA will also provide a summary of the fundamentals of noise and vibration.
- **Document existing noise levels.** Existing sources of noise in the project area, such as traffic on nearby roadways, will be identified. Existing noise-sensitive land uses in the project vicinity, including residential land uses, will be identified using aerial images and field reconnaissance. An ambient noise monitoring effort will be conducted to establish the existing noise environment for comparison to the City's noise/land use compatibility standards. Three short-term (15-minute) and two long-term (48-hour) ambient noise measurements will be conducted within the project site to establish the existing noise environment.
- **Assess short-term construction impacts.** Noise impacts from construction of the proposed project on adjacent land uses will be analyzed by phase based on available project-specific construction information provided to LSA. Where information is not available, LSA will provide equipment estimates based on default values in CalEEMod. Noise emission levels recommended by the United States Environmental Protection Agency (EPA) will be used to ascertain the noise generated by specific types of construction equipment. The construction noise impact will be evaluated in terms of maximum instantaneous noise levels (L_{max}) and/or hourly equivalent continuous sound levels (L_{eq}) and their frequency of occurrence. The impact analysis will be based on the sensitivity of the area and the requirements of the Noise Ordinance. Avoidance, minimization, and mitigation measures will be identified to address potential adverse construction-related short-term noise impacts on sensitive receptors.
- **Calculate project and cumulative operational impacts.** Using the traffic analysis prepared for the proposed project, LSA will evaluate noise impacts from project-related and cumulative vehicular trips for up to four

phases using the United States Federal Highway Administration (FHWA) Traffic Noise Prediction Model (FHWA-RD-77-108). Model input data will include average daily traffic levels, day/night percentages of autos and medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. Projections of the future day-night average noise level (L_{dn}) along selected roadway and highway segments by project phase will be provided in a table format to show the relationship between vehicle-related noise and distance from the roadway. In addition, where specific information can be provided, LSA will quantitatively analyze operational impacts from stationary noise sources, such as new mechanical equipment such as Heating, Ventilation, and Air Conditioning (HVAC) systems, and any other project-related noise-generating activities. Both stationary and mobile project-related operational noise impacts on on-site and off-site sensitive land uses will be assessed.

- **Identify noise reduction measures.** As warranted, LSA will identify practical measures to address significant project or cumulative noise impacts. Measures designed to reduce interior and exterior noise levels to meet applicable standards will be identified as necessary. Any measures required to reduce the proposed project's short-term construction and/or long-term noise impacts to acceptable levels will also be identified. Both an evaluation of the potential measures and a discussion of their effectiveness will be provided.

4.3: Transportation Impact Analysis: The City has not yet established a formal update to its TIA guidelines. However, for the purpose of this Scope of Work, the Interim Transportation Impact Analysis Guidelines (dated July 2020) have been used. The draft TIA guidelines require a TIA for project in the City to include a VMT Analysis (to fulfil CEQA requirements) as well as a Local Transportation Analysis (LTA). Based on the TIA guidelines, the following Scope of Work has been prepared:

Task 4.3.1: Project VMT Analysis: The VMT analysis will calculate the project-generated VMT per capita and VMT per employee using Fresno Council of Governments' (COG's) Activity-Based Model (ABM). LSA has been recently selected to be one of the official on-call consultants to run the Fresno COG ABM for projects throughout the County. This will be compared to Fresno County's VMT per capita and VMT per employee, respectively. Since the proposed project is being considered as a "Plan", as per the City's guidelines, a significant project-generated VMT impact would occur if the project's VMT metrics under horizon year conditions exceed the existing countywide average. In case of a significant VMT impact, appropriate mitigation measures to offset the VMT impacts will be recommended based on discussion with City staff.

Task for up to four phases.3.2: Local Transportation Analysis: The LTA for the proposed project will be prepared to meet the requirements established by the City and Caltrans, which will be incorporated into the TIA prepared for the project. The primary objective of the analysis will be to study and determine the potential traffic operational issues on the circulation system in the vicinity of the project site as a result of the proposed project. The LTA will address existing traffic conditions, future traffic forecasts, and project-related operational deficiencies and improvements, and will be prepared for submittal to the City and Caltrans.

Based on our understanding of the project, this project will require a General Plan Amendment (GPA). Additionally, the project is anticipated to be built in four phases. Therefore, based on the City's TIA guidelines, the following five scenarios will be analyzed:

- Existing Conditions;
- Existing Plus Project Conditions (Project Build-out);
- Near-Term (2025) Plus Phase 1 Project Conditions;
- Near-Term (2028) Plus Phase 2 Project Conditions;
- Near-Term (2030) Plus Phase 3 Project Conditions;
- Near-Term (2033) Plus Project Build-out Conditions;
- Cumulative Long-Range Without Project Conditions; and



- Cumulative Long-Range Plus Project Conditions

Traffic conditions will be examined for the weekday a.m. and p.m. peak-hour conditions for study intersections. The a.m. peak hour is defined as the 1 hour of highest traffic volumes occurring between 7:00 and 9:00 a.m. The p.m. peak hour is the 1 hour of highest traffic volumes occurring between 4:00 and 6:00 p.m.

Specific tasks to be performed during the preparation of the LTA are as follows:

- **Scoping Agreement Memorandum.** Prior to preparation of the LTA, LSA will prepare a scoping agreement memorandum for submittal to the City's Traffic Engineering Manager. This will enable the Scope of Work to be finalized at the outset of the proposed project. Weekday a.m. and p.m. peak-hour trip generation for the proposed project will be developed using rates from the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (10th Edition) or other source approved by the City. The actual methodology for preparation of the trip generation and distribution will be developed in consultation with the City staff. Upon completion of the memorandum, LSA will submit the analysis to the City to determine the scope for the LTA.
- **Coordination with the City Staff.** Prior to preparation of the traffic study, LSA will consult with the City staff to achieve the following:
 - Determine the appropriate study area
 - Verify study area boundaries and analysis intersections
 - Determine the appropriate near-term and cumulative long-range conditions to be examined in the traffic analysis
 - Verify the acceptability of traffic analysis assumptions, such as the a.m. and p.m. peak hours, project trip generation, and trip distribution patterns
 - Identify any other traffic issues that will need to be addressed in the study

As per the City's TIA guidelines, the LTA study area must include the following:

- Pedestrian, bicycle, and transit facilities within ½ mile (mi) distance from the project site boundary
- All intersections that would provide direct access to the project
- All signalized intersections within ½ mi of the project site boundary where the project would add 50 or more peak-hour trips, and signalized intersections beyond ½ mi where the project would add 100 or more peak-hour trips
- All unsignalized intersections within ½ mi of the project site boundary where the project would add more than 50 peak-hour trips
- All freeway ramp intersections where a project would add 50 or more peak-hour trips

For the purposes of this scope and our understanding of the project, LSA will examine 50 intersections. In addition, it is assumed that up to 40 approved and pending projects will need to be included in the analysis. It is also assumed that the City will provide the list of approved and pending projects before the analysis is started. Prior to initiation of the LTA, LSA will prepare a detailed scoping letter for submittal to the City that shows the project trip generation, distribution, and assignment of project trips. The scoping letter will identify the final study area based on the project trip distribution and assignment.

If the City staff requires additional intersections, a roadway segment analysis, or other operational issues that are not covered in this scope, it may be necessary to adjust the Scope of Work and budget.

- **Data Collection and Site Visit.** The following data will be required to prepare the traffic analysis for the proposed project:
 - Site Visit. The LSA staff will visit the project site and gather information about lane geometrics, signal timing, signal phasing, roadway widths, etc.

- Existing Intersection Traffic Counts. Existing intersection turn volumes for the a.m. and p.m. peak periods will be required to be collected at all study intersections. Due to the current constraints of collecting new traffic counts, LSA will contact counters to evaluate the option of gathering historic count data at all study intersections. The methodology of developing existing (2021) traffic count data will be finalized in consultation with the City staff.
- **Existing Traffic Conditions.** Existing a.m. and p.m. peak-hour traffic conditions and levels of service (LOS) will be assessed for the intersections identified for examination. Intersection LOS will be calculated using the appropriate Highway Capacity Manual 6th Edition (HCM 6) analysis methodologies using Synchro 10 software.
- **Cumulative Long-Range Without Project Traffic Conditions.** Traffic volumes for Cumulative Long-Range Without Project Conditions will be developed using the Fresno COG ABM. LSA has this model in-house and will run it to obtain the required model plots. The methodology to develop future build out year without project traffic volumes at study intersections will be consistent with the COG's procedures for postprocessing of modeled traffic volumes. The resulting intersection LOS will be calculated using the previously discussed methodologies.
- **Near-Term Conditions Without Project Traffic Volumes.** Traffic volumes for near-term conditions will be developed by interpolating between existing and cumulative long-range conditions or by adding traffic volumes from a list of cumulative projects. Appropriate methodology for development of traffic volumes for near-term traffic conditions will be finalized based on discussion with the City staff during the scoping agreement process.
- **Project Trip Characteristics and Changes to Traffic Patterns.** Weekday a.m. and p.m. peak-hour trip generation for the project will be developed using rates from the ITE *Trip Generation Manual* (10th Edition) or another source approved by the City. Appropriate internal capture and pass-by rates will be determined using the ITE *Trip Generation Handbook* (3rd Edition) or using the Fresno COG ABM. Project trips will be distributed based on select zone runs developed using the Fresno COG ABM and in consultation with the City staff. The actual methodology for preparation of the trip generation and distribution will be finalized with the City staff during the scoping agreement process. The project trip assignment at study intersections will be obtained by multiplying the project trip distributions at the intersections with the project trip generation.
- **Existing, Near-Term, and Cumulative Long-Range with Project Traffic Conditions.** Effects of the project on traffic will be evaluated by adding the project trip assignment to the corresponding without project conditions. It is to be noted that for all scenarios, the traffic from the full build out of the proposed project will be considered. The resulting intersection LOS for each scenario will be calculated using the previously discussed methodologies.
- **Analysis of Traffic Operations and Recommended Circulation Improvements.** Intersection LOS without the proposed project will be compared to the intersection LOS with the proposed project for each of the analysis scenarios to determine operational deficiencies. Furthermore, necessary improvements will be recommended to offset these deficiencies. Improvements may include intersection turn lanes, signalization, and segment lane additions. The LOS with the proposed improvements will be calculated and summarized, along with a comparison of the LOS without improvements. The LTA will identify improvements by each phase of the project.
- **Signal Warrant Analysis.** Peak-hour approach volumes for the study intersections will be examined to determine whether signalization may be warranted at an unsignalized study intersection per the criteria defined in the California supplement of the Manual on Uniform Traffic Control Devices (CA-MUTCD).
- **Intersection Queuing Analysis.** As per the City's TIA guidelines, an intersection queuing analysis is required to be conducted at all study area intersections. The queuing analysis will be prepared using Synchro for signalized intersections and SimTraffic for unsignalized intersections. Improvements will be recommended if queuing deficiencies are observed at study intersections.
- **Regional Transportation Mitigation Fee/Fair-Share Contributions.** LSA will evaluate whether the recommended improvements identified in the LTA are included as part of the Fresno COG Regional Transportation Mitigation Fee (RTMF) program or any other fee program. If it is determined that the

improvement is not covered through any such fee program, the project's fair-share cost contribution will be calculated based on project traffic as a percentage of total growth from existing to cumulative long-range conditions.

- **Site Access and Circulation Analysis.** The City's TIA guidelines require a detailed site access and circulation analysis to be included in the TIA to address safe and acceptable traffic operations. For purposes of this scope, due to the expansive geographic boundary of the site, some of the study intersections will be internal to the project site. As such, the LOS analysis in the LTA will be providing information that describes site access and circulation within the proposed project.
- **Meetings.** It is anticipated that LSA's Transportation Department staff will attend up to nine meetings (including the kickoff meeting, scoping meeting, three in-person meetings with the City staff and/or applicant, and four public hearings) related to the processing of the proposed project. The cost for attending all meetings is included within LSA's budget. If the LSA Transportation staff is required to attend additional meetings, a contract amendment may be required.
- **Work Products.** LSA will prepare a draft TIA report documenting VMT analysis results and the LTA analysis results including LOS analysis methodologies, existing conditions, near-term and cumulative long-range conditions, operational deficiencies, recommended improvements, and the project contribution to these improvements. The draft TIA will be submitted to the client for review and submittal to the City. This scope and budget includes one review/revision of the TIA to address City comments. Additional rounds of review/revision or provision of copies in excess of that stated in this proposal will require an amendment to this scope and cost estimate. Upon revision, the final report will be submitted to the City as a PDF file.

Task 5.0 Key Deliverables

MS Word format and PDF:

- Draft Air Quality/GHG Analysis
 - Final Air Quality/GHG Analysis
 - Draft Noise Technical Study
 - Final Noise Technical Study
 - Draft Cultural Resources Study
 - Final Cultural Resources Study
 - Draft TIA
 - Final TIA
-

Optional Task #2: Freeway Analysis

Based on LSA's understanding of the proposed project, Caltrans will be reviewing the scoping letter as part of the scoping process. Caltrans has been requesting freeway mainline and ramp merge/diverge analysis for projects located in the vicinity of freeway facilities. Freeway analysis would need to be conducted under all analysis scenarios for the ramps where the project would result in over 100 two-way peak-hour trips, as well as the mainline segments adjacent to the ramps. Because of the anticipated growth resulting from the proposed project to State Route 41 (SR-41) and State Route 168 (SR-168), it is anticipated that the project may be adding over 100 two-way peak-hour trips at the freeway ramps. Therefore, a freeway analysis may be required to satisfy Caltrans requirements for preparation of the traffic analysis. It is anticipated that the analysis will include one interchange each on SR-41 and SR-168. The analysis will be conducted using HCM 6 methodologies and the Highway Capacity Software (HCS).

Task 5.0: Administrative Draft EIR

Consistent with Appendix G of the *State CEQA Guidelines*, LSA will conduct an analysis of the proposed project's potential environmental impacts in the following resources topic areas:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- GHG Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources

- Utilities and Service Systems
- Wildfire

Analysis completed under Task 4.0, Environmental Impact Report Technical Studies, as well as Senate Bill 2 Technical Studies (completed by LSA under a separate contract) will be incorporated into the section of applicable resource topic areas. The setting section for each topic will describe the current conditions of the project site, which form the baseline for the analysis. Each impact analysis will evaluate the potential environmental effects resulting from construction and operation of the proposed project, and feasible mitigation measures will be identified as necessary.

Each topical section will also include a discussion of cumulative impacts. The analysis of cumulative effects will address the potential impacts associated with the proposed project in conjunction with other projects that are under construction, approved, or reasonably foreseeable. The preferred methodology for conducting the cumulative impacts analysis will be developed and agreed upon during the early stages of the EIR preparation. The EIR will cover the topics listed above, and the following key topic areas will include detailed technical analysis.

Biological Resources: LSA will prepare the Biological Resources section of the EIR, and will prepare a program-level biological resources impact analysis for the approximately 868 ac mixed-use master development plan. Using information gathered for the Biological Resources Baseline Report prepared by LSA under a separate contract with the City. Project-related impacts to biological resources will be evaluated in accordance with the 2021 CEQA Statute and Guidelines and other relevant federal, State, and local regulations/policies. As applicable, measures will be identified for avoidance, minimization, and/or mitigation of project impacts.

Cultural Resources: LSA will prepare the Cultural Resources section of the EIR and will prepare a program-level cultural resources impact analysis for the approximately 868 ac mixed-use master development plan. Using information gathered for the Cultural Resources Study prepared by LSA under a separate contract. Project-related impacts to biological resources will be evaluated in accordance with the 2021 CEQA Statute and Guidelines and other relevant federal, State, and local regulations/policies. As applicable, measures will be identified for avoidance, minimization, and/or mitigation of project impacts

Hydrology and Water Quality: LSA will prepare the Hydrology and Water Quality section of the EIR, which will discuss the project area watershed, groundwater basin, receiving waters, floodplain, and drainage; applicable regulations; and project impacts and mitigation related to hydrology, water quality, groundwater, and flooding. LSA will evaluate the need for project mitigation measures and additional best management practices (BMPs) to ensure compliance with federal, State, and local National Pollutant Discharge Elimination System (NPDES) permit requirements during construction and operation. The Hydrology and Water Quality section will incorporate information from hydrology and geotechnical reports provided by the Project Applicant, if available. Specifically, the impact analysis will incorporate information on disturbed soil area; new impervious surface area; and site design, source control, Low Impact Development, and/or treatment BMPs. The impact analysis will also incorporate information on existing and proposed drainage patterns, existing and proposed rate and volume of storm water runoff, and capacity of downstream storm drain systems from the proposed project's hydrology report and information provided by the City. Information on depth to groundwater and the potential for groundwater dewatering during construction will be obtained from available documentation.

Utilities and Service Systems: LSA will prepare the Utilities and Service Systems section of the EIR based on input from the City related to potable water and sanitary sewer systems. In addition, LSA will rely on existing documentation and research to address the proposed project's potential impacts on storm water and solid waste collection.

Alternatives: The LSA Team will evaluate the three project alternatives developed under Task 3.2, Alternatives Development. According to the *State CEQA Guidelines*, alternatives can be evaluated in less detail than the proposed project, and the discussion for each issue topic will be of sufficient

Task 5.0 Key Deliverable

- Administrative Draft EIR (MS Word format and PDF)
-

detail to evaluate the benefits and drawbacks of each alternative and to provide some qualitative conclusions regarding the alternatives. A summary table will be included in Alternatives analysis that identifies the level of significance of each environmental topic for each alternative as compared to implementation of the proposed project. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

Task 6.0: Screencheck Draft EIR

Following receipt of one set of consolidated and reconciled comments from the City on the Administrative Draft EIR, LSA will amend the Administrative Draft EIR and prepare a Screencheck Draft EIR to be reviewed by the City staff. Digital versions (MS Word format and PDF) of the Screencheck Draft will be provided. A PDF comparison version in underline and strikeout will also be provided for review by the City to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable. LSA will also provide one printed copy of each Screencheck Draft EIR to the City to review.

Task 6.0 Key Deliverable

- Screencheck Draft EIR (MS Word format and PDF)

Task 7.0: Public Review Draft EIR

Following receipt of one set of consolidated and reconciled comments from the City on the Screencheck Draft EIR, LSA will prepare a Public Review Draft EIR. LSA assumes that comments on the Screencheck Draft EIR will be limited mostly to clarifications, spelling, and other editorial comments and that no major changes to the substantive details of the proposed project would occur during this task.

Task 7.0 Key Deliverable

- Public Review Draft EIR (MS Word format and PDF, 20 printed copies; technical appendices to be included on CD or flash drive attached to each printed copy)
- State Clearinghouse Submittal
- Notice of NOC (PDF)
- Draft NOA (MS Word format and PDF)
- Final NOA (MS Word format and PDF)



Task 8.0: Final EIR and Mitigation Monitoring and Reporting Program

Following the CEQA-required public review period of the Public Review Draft EIR, LSA will prepare the Final EIR and Mitigation Monitoring and Reporting Program (MMRP), as described below.

8.1: Final Environmental Impact Report

Administrative Draft Final Environmental Impact Report: Following the completion of the 45-day public review period of the Public Review Draft EIR, the LSA Team will formulate responses to written comments from the public and public agencies on the Public Draft EIR. The Administrative Draft Final EIR will include the following: (1) a list of persons, organizations, and public agencies commenting on the Draft EIR; (2) copies of written comments received; (3) responses to environmental comments raised in the review process; and (4) any necessary text, table, or figure changes as an Errata to the Draft EIR. LSA will discuss the best approach to the responses document with the City following the close of the comment period.



LSA's budget estimate shows the level of professional effort assumed for this task, considering the potential interest that the public might have in the Public Review Draft EIR (see Task 8.0 in Section F, Project Cost). Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by project opponents or a substantial package of comments by a law firm representing labor union interests), an adjustment in the budget (and/or use of contingency funds) to cover work beyond the assumed level would be needed. LSA will submit one digital version (in MS Word format and PDF) of the Administrative Draft Final EIR for City review.

Screencheck Draft Final Environmental Impact Report: After review by the City staff and transmittal of suggested revisions, LSA will amend the Administrative Final EIR and prepare a screencheck version for final review by the City staff. Digital versions (MS Word format and PDF) of the Screencheck Draft EIR will be provided. A PDF comparison version in underline and strikeout will also be provided for review by the City to verify that all requested changes have been made. LSA will also provide one printed copy of each Screencheck Draft Final EIR to the City to review.

Final Environmental Impact Report: After review by the City staff and transmittal of suggested revisions, LSA will amend the Screencheck Draft Final EIR and prepare a final version. LSA will produce up to 20 bound copies. Digital versions will also be prepared as PDF files and will be distributed to the City for website posting. It is assumed that the City will be responsible for distribution of the Final EIR to the public and commenting agencies a minimum of 10 days prior to the final public hearing on the EIR. LSA will also provide any additional reference materials as PDF files and update the Administrative Record as needed.

8.2: Mitigation Monitoring and Reporting Program: LSA will prepare an MMRP, which will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by the City staff. Monitoring will be dovetailed with existing processes of project development and review.

Task 8.0 Key Deliverables

- Administrative Draft Final EIR (MS Word format and PDF)
- Screencheck Final EIR (MS Word format and PDF)
- Final EIR (MS Word format and PDF, 20 printed copies; appendices to be included on CD or flash drive attached to each printed copy)
- Administrative Draft MMRP (MS Word format and PDF)
- Screencheck Draft MMRP (MS Word format and PDF)
- Final MMRP (MS Word format and PDF)

Task 9.0: Public Noticing

LSA will prepare all public notices required under CEQA, including, but not limited to, the NOP, Notice of Completion (NOC), Notice of Availability (NOA), and Notice of Determination (NOD). This task assumes one round of revisions for each notice prepared.

LSA will be responsible for any required submittals to the State Clearinghouse. The City staff will be responsible for mailing any of the notices locally, including Planning Commission and City Council noticing.

Task 9.0 Key Deliverables

MS Word format and PDF:

- Draft NOP
- Final NOP
- Draft NOC
- Final NOC
- Draft NOA
- Final NOA
- Draft NOD
- Final NOD

Task 10.0: Statement of Overriding Considerations and Findings of Fact

In compliance with CEQA, and based on an existing City template, LSA will prepare a Statement of Overriding Considerations (SOC) and Findings of Fact, as necessary. This task assumes preparation of an Administrative, Screencheck, and Final Draft of each deliverable.

Task 10.0 Key Deliverables

MS Word format:

- Administrative Draft CEQA SOC and Findings of Fact
- Screencheck Draft CEQA SOC and Findings of Fact
- Final CEQA SOC and Findings of Fact

Task 11.0: Public Hearings

LSA will attend two Planning Commission hearings and two City Council hearings. Prior to each hearing, LSA will work with the City staff to prepare a PowerPoint presentation related to the CEQA portion of the proposed project. During each hearing, LSA will assist the City in addressing CEQA-related questions or comments as they are received.

Attendance at additional meetings can be added to the scope as additional services, and an estimated cost for attendance is included in Section F, Project Cost.

Task 12.0: Project Management and Meetings

Ms. Fischer and Mr. Simpson will undertake a variety of general project management tasks throughout the process of preparing the EIR and presenting it to decision-makers. Ms. Fischer will provide input on scope, budget, and scheduling of the project and quality assurance for all work products. She will review all in-house prepared text, tables, and graphics before these materials are presented to the City as administrative review documents. She will be available for consultation on CEQA procedural matters as well as application of the CEQA Guidelines.

Mr. Simpson will be in charge of the day-to-day activities associated with the proposed Project. Project management tasks include regular client contact; oversight of team members; schedule coordination; contract negotiation and management; and development of products. As Project Manager, Mr. Simpson will attend all meetings and maintain a project schedule. He will monitor the project budget in light of progress in the project schedule and will communicate any potential deviations with the City in a timely manner. He will also provide direction to all team members that will ensure an internally consistent, coherent document.

Ms. Fischer, Mr. Simpson, and LSA staff, as appropriate, will be available to meet with the project team to gather information, review progress, discuss project alternatives, review preliminary findings, discuss staff comments, and offer input into any discussions on project modifications. The proposed cost estimate includes attendance by both Ms. Fischer and Mr. Simpson at the project start-up meeting and the NOP scoping meeting(s) as detailed under Task 1. In addition, LSA has budgeted (under this task) for attendance at up to three in-person or teleconference team meetings with the City, the agendas and issues to be determined. In addition, this scope assumes bi-weekly check-in calls during heavy work periods in order to keep the City updated on progress and to resolve any issues that may be identified during LSA's analysis.

F – Project Cost

	Principal-in-Charge (Fischer)	CEQA Advisor (Davis)	Project Manager (Simpson)	Senior Planner (Carlucci)	Principal, Agricultural Resources (Reading)	Senior Planner, Agricultural Resources (Graham)	Senior Biologist (Goulet)	Assistant Biologist/GIS (McDonald)	Senior Cultural Resources Manager (Tibbet)	Senior Cultural Resources Manager (Collison)	Assistant Environmental Planner/Hydrology (Moore)	Principal, Transportation (Mukherjee)	Associate, Transportation (Palakurthi)	Transportation Engineer/Planner	Transportation Engineer	Assistant Transportation Engineer	GIS	Document Management/Graphics/Production	LSA Total
Hourly Rate:	\$240	\$255	\$175	\$140	\$220	\$135	\$170	\$100	\$155	\$135	\$115	\$215	\$175	\$125	\$115	\$110	\$150	\$125	
Task 1. Project Kickoff, Data Collection, and Background Information																			
1.1 Kick-off Meeting	4		4																\$ 1,660
1.2 Data Collection/Document Review			4	10															\$ 2,100
Subtotal for Task 1	4	0	8	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3,760
Task 2. Notice of Preparation and Scoping Meeting																			
2.1 Notice of Preparation	2		2	6															3
2.2 Scoping Meeting	2		8																\$ 2,045
2.3 Scope of Work Refinement	2		8																\$ 1,880
Subtotal for Task 2	6	0	18	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 5,805
Task 3. Project Description and Alternatives																			
3.1 Project Description	4		24	8															4
3.2 Alternatives Development	2		6																4
Subtotal for Task 3	6	0	30	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 8,810
Task 4. EIR Technical Studies																			
4.1 AQ and GHG Technical Study	20			82															
4.2 Noise Technical Study	8			56															
4.3 Transportation Impact Analysis																			
5.3.1 Project VMT Analysis												10	16	40					2
5.3.2 Local Transportation Analysis												120	48	320	360	360			8
5.3.3 Coordination and Meetings												36	8						10
Subtotal for Task 4	28	0	0	138	0	0	0	0	0	0	0	166	64	368	360	360	0	0	\$ 201,180
Task 5. Administrative Draft EIR																			
Subtotal for Task 5	38	24	132	264	6	4	8	12	4	4	24	0	0	0	0	0	0	0	\$ 87,890
Task 6. Screencheck Draft EIR																			
Subtotal for Task 6	8	10	20	28	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$ 15,090
Task 7. Public Review Draft EIR																			
Subtotal for Task 7	4	0	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	10	\$ 7,980
Task 8. Final EIR/MMRP																			
8.1 Final EIR	22	28	56	90															
8.2 Mitigation Monitoring and Reporting Program	2	1	4	6															
Subtotal for Task 8	24	29	60	96	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 37,095
Task 9. Public Noticing																			
Subtotal for Task 9	2	0	6	24	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$ 7,840
Task 10. Statement of Overriding Considerations and Findings of Fact																			
Subtotal for Task 10	4	0	4	32	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$ 9,090
Task 11. Public Hearings																			
Subtotal for Task 11	12	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$ 6,080
Task 12. Project Management and Meetings																			
Subtotal for Task 12	20	8	50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 15,590
TOTAL LABOR	156	71	348	614	6	4	8	12	4	4	24	166	64	368	360	360	38	127	\$ 406,210
DIRECT COSTS																			
1. Travel, Deliveries, Communication																			
2. Maps: Plans: Reports: Database Searches																			\$ 850
3. Transportation: Traffic Counts and expenses																			\$ 825
4. Printing and Graphic Reproduction																			\$ 14,600
TOTAL DIRECT COSTS																			\$ 3,000
																			\$ 19,275
TOTAL LSA TEAM BUDGET WITHOUT CONTINGENCY																			
TOTAL LSA TEAM BUDGET (WITHOUT CONTINGENCY)																			\$ 425,485
CONTINGENCY BUDGET																			
CONTINGENCY BUDGET (10%)																			\$ 42,500
TOTAL LSA TEAM BUDGET WITH CONTINGENCY																			
TOTAL LSA TEAM BUDGET (WITH CONTINGENCY)																			\$ 467,985
OPTIONAL TASKS																			
Optional Task 2: Freeway Analysis																			\$ 10,040
Hearing attendance (2 hours, Amy and Kyle)																			\$ 830

G – Résumés

Amy E. Fischer | PRINCIPAL IN CHARGE



EDUCATION

B.S., Environmental Policy
Analysis, minor in Geography,
University of Nevada, Reno,
1998

PROFESSIONAL CERTIFICATIONS

San Joaquin Valley Air Pollution
Control District Regulation VIII–
Certified Dust Control Plan
Preparer, May 19, 2015

PROFESSIONAL AFFILIATIONS

Association of Environmental
Professionals, Board of
Directors, Central Valley
Chapter, 2010–Present

PROFESSIONAL RESPONSIBILITIES

With 20 years of experience in environmental studies, Ms. Fischer serves as a Principal/Project Manager for CEQA and NEPA documents on a variety of development and infrastructure projects. As the Director of LSA's Air Quality Services and Noise, she monitors State and federal standards, case law, and scientific research to make sure that LSA's analyses reflect the rapid changes in this evolving field.

Ms. Fischer is the Managing Principal of LSA's Clovis office, established in 2008. In keeping with LSA's commitment to senior-level management, as the Principal in Charge, Ms. Fischer maintains substantive involvement with projects as a means of ensuring high-quality products and balanced professional consultation. She works closely with Project Managers and clients, and provides input on and monitors the scope, budget, and scheduling of specific projects. Ms. Fischer is ultimately responsible for the quality of all project work, and reviews all in-house prepared text, tables, and graphics before these materials are presented to the client.

PROJECT EXPERIENCE

Madera Village D Specific Plan EIR | Madera, California

Ms. Fischer served as technical lead for the Air Quality, Noise, Greenhouse Gas Emissions, and Energy sections of the Village D Specific Plan EIR. The Village D Specific Plan envisioned the development of a new compact mixed-use community that extends the City of Madera's existing urban fabric, creates walkable and bikeable streets, and integrates open space throughout the area east of the city limits. Two areas will be developed, each intended to implement a village concept that will create opportunities for commercial development integrated with park and open space amenities. LSA was selected to prepare the EIR. Through the process of developing the Specific Plan and associated EIR, the City of Madera intends to complete a comprehensive plan that results in few impacts to the environment. LSA worked with the City of Madera and project applicant to incorporate potential mitigation measures into the Specific Plan as implementation measures.

Clovis Dog Park Master Plan IS/MND | Clovis, California

Ms. Fischer served as Principal in Charge. LSA prepared the IS/MND, which evaluated potential short-term environmental impacts resulting from construction of the dog parks, as well as potential long-term operational impacts resulting from park usage and maintenance.

Ms. Fischer has served as Principal in Charge for the following five CEQA documents:

City of Porterville On-Call Environmental Services | Porterville, California

Since 2012, LSA has held an on-call environmental services contract with the City of Porterville. The City is in the midst of a significant number of public and private improvement projects and sought the assistance of LSA to prepare environmental documents and technical studies. Ms. Fischer administers the contract and also serves as Project Manager. To date, LSA has prepared the CEQA documentation for numerous roadway improvements

projects, infrastructure projects, and residential development projects. Ms. Fischer has managed and was the Principal in Charge for the preparation of Mitigated Negative Declarations for the Summit Estates project, a subdivision of 192 units and the Gibbons Avenue Reconstruction project, for the City of Porterville.

City of Clovis, Villa/Minnewawa Avenue Widening Project IS/MND | Clovis, California

Ms. Fischer served as the Principal in Charge of the project which would widen and rehabilitate an approximately 0.5-mile segment of Villa/Minnewawa Avenue from Herndon Avenue to Alluvial Avenue in the City of Clovis. LSA prepared an Initial Study/Mitigated Negative Declaration (IS/MND). Potential impacts to air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, noise, transportation, and utilities and service systems were mitigated to less-than-significant levels

City of Merced, Merced Mall Expansion and Redevelopment Project IS/MND | Merced, California

LSA prepared an IS/MND for the Merced Mall Expansion Project. The approximately 52-acre project site was located along a major arterial roadway, and includes a single-level enclosed shopping center containing general department stores and specialty retail. The project applicant proposed to improve the project site by increasing leasable retail area and constructing a new movie theater at one of two possible locations within the project site. To support the CEQA analysis, LSA prepared a stand-alone Transportation Impact Analysis, and stand-alone cultural resources study, the results of which were incorporated into the Initial Study analysis. For most of the environmental topic areas, standard construction-period mitigation measures were recommended to reduce potential impacts to a less-than-significant level. The IS/MND was adopted in March 2019.

City of Clovis, Landfill Left Turn Lane IS/MND | Clovis, California

The project would widen Auberry Road to include a left turn lane at the Clovis Landfill entrance. Construction of the project would also include extension of the underground drainage pipes beneath Auberry Road to accommodate the widening, with the exception of the westernmost pipe. The purpose of the project was to improve safety at this location by clearly delineating the through lanes and the turning lane. LSA prepared the environmental analysis, with particular attention to biological and cultural resources. Mitigation measures to avoid potential impacts to burrowing owls and nesting birds were recommended. Cultural resources construction monitoring was recommended due to the site's proximity to a previously recorded archaeological site and proximity to Little Dry Creek, which could have been conducive to prehistoric activity. The IS/MND was adopted in February 2018.

Madera Irrigation District Annexation Project IS/MND | Madera, California

The Madera Irrigation District (MID) is proposing the annexation of 18 parcels, totaling 10,485 acres, owned by MID since 2005, within the area known as Madera Ranch. The annexation would provide MID with jurisdiction over the parcels owned by MID within Madera Ranch. Currently, the project site is used for cattle grazing and the project would maintain the existing land use and zoning designations. On the basis of the information contained in the Initial Study prepared by LSA, the District determined the project would not have a significant adverse effect on the environment.

Kyle T. Simpson | PROJECT MANAGER



EDUCATION

B.S., Political Science, Santa Clara University, 2003

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

PROFESSIONAL RESPONSIBILITIES

Mr. Simpson is a CEQA and NEPA practitioner and project manager with over 13 years of experience. He has served as project manager or key staff on over 40 projects in Northern California and the Central Valley. He has extensive experience with project-level analysis for mixed-use development, school facilities, public facilities, and open space/recreational facilities. His responsibilities at LSA include project management and preparation of CEQA/NEPA documents.

PROJECT EXPERIENCE

City of Fresno, General Plan EIR Update | Fresno, California

Mr. Simpson is currently managing the preparation of the update of the City's General Plan Master EIR to a Program EIR in order for it to be in conformance with State law and to be consistent with recent legislative changes. This update is intended to streamline implementation of the General Plan by supporting the General Plan's programs and projects with updated environmental analysis, regulatory framework, and mitigation measures pursuant to CEQA. Key components include air quality analysis and an HRA, updating the City's GHG Reduction Plan, and transportation and VMT analyses.

City of Madera, Village D Specific Plan EIR | Madera, California

Mr. Simpson is managing a major EIR for the City of Madera that evaluates the development of a new compact mixed-use community that extends Madera's existing urban fabric, creates walkable and bikeable streets, and integrates open space throughout the area east of the city limits. The EIR will analyze how implementation of the Specific Plan could result in environmental impacts and, where applicable, how those potential impacts could be reduced. To do this, both program-level and project-level analyses would be used in the EIR to address potential impacts occurring as specific projects are developed during build out of the Specific Plan.

City of Clovis, Dog Park Master Plan IS/MND | Clovis, California

Mr. Simpson managed the preparation of the Dog Park Master Plan IS/MND for the construction and implementation of the citywide Dog Park Master Plan, intended to serve as a planning policy document that establishes best practices, design standards, and planning recommendations for a network of potential dog parks. The IS/MND evaluated the potential short-term environmental impacts resulting from construction of the dog parks, as well as potential long-term operational impacts resulting from park usage and maintenance.

City of Fresno, Standard Forms and Language for CEQA Documents | Fresno, California

Mr. Simpson worked closely with City of Fresno staff to develop a comprehensive update to the City of Fresno's Initial Study (IS) template to include standard language and instructions for the preparation of future ISs. Mr. Simpson developed standard language to include as baseline information and suggested standard mitigation measures. He also updated the City of Fresno's standard MMRP and Operations Checklist to allow for streamlined implementation of future projects.

City of Porterville, Integrated Master Plan EIR | Porterville, California

Mr. Simpson is currently working with the City of Porterville staff to prepare an EIR to evaluate potential environmental impacts from implementation of citywide master plans for the water system, sanitary sewer system, storm drain system, and wastewater treatment facilities. Technical studies required for the EIR include an air quality and GHG emissions study, biological resources evaluation, and cultural resources study.

Ashley Davis | CEQA ADVISOR



EDUCATION

B.A., Social Ecology, University of California, Irvine, 1982

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals

PROFESSIONAL RESPONSIBILITIES

Ms. Davis is a Principal in LSA's Environmental Planning Group and oversees project planning for large land use proposals and development projects. Her primary responsibilities include preparation and management of environmental documents pursuant to CEQA and NEPA. Ms. Davis has assisted and managed the preparation of planning documents and environmental analysis for a variety of land use projects.

PROJECT EXPERIENCE

City of San Juan Capistrano, The Farm Specific Plan Project | San Juan Capistrano, California

Ms. Davis was Principal in Charge for preparation of the IS/MND. The project proposed the adoption of a Specific Plan and a corresponding General Plan Amendment (GPA) to change the land use designation from Agri-Business to Specific Plan/Precise Plan on a 35 ac project site. The project would allow for the development of up to 180 single-family homes, installation of a 0.5 ac park, and creation of a multiuse trail on the site. Key environmental issues analyzed as part of the IS/MND included the loss of State-designated unique farmland, approval of the requested GPA, and visual and traffic impacts. As part of the IS/MND, LSA developed appropriate standard conditions of approval and mitigation measures to reduce the project's effects below a level of significance. The IS/MND was approved by City Council in June 2018.

Madera Village D Specific Plan EIR | Madera, California

Ms. Davis was Principal in Charge for the Air Quality, Noise, Greenhouse Gas Emissions, and Energy sections of the Village D Specific Plan EIR. The Village D Specific Plan envisioned the development of a new compact mixed-use community that extends the City of Madera's existing urban fabric, creates walkable and bikeable streets, and integrates open space throughout the area east of the city limits. Two areas will be developed, each intended to implement a village concept that will create opportunities for commercial development integrated with park and open space amenities. LSA was selected to prepare the EIR. Through the process of developing the Specific Plan and associated EIR, the City of Madera intends to complete a comprehensive plan that results in few impacts to the environment. LSA worked with the City of Madera and project applicant to incorporate potential mitigation measures into the Specific Plan as implementation measures.

Port of Long Beach (POLB), On-Call Environmental Documentation and Master Plan | Long Beach, California

Ms. Davis was Principal in Charge. LSA was awarded the contract two consecutive times, each for a term of 3 years. LSA assists the POLB with the preparation of environmental documentation including Negative Declarations, Environmental Assessments, and EIRs and preparation of Application Summary Reports in support of development projects in the Harbor District. LSA is preparing an IS/MND, an Environmental Assessment, and a Port Master Plan Amendment for the proposed POLB Joint Security Operations Facility. LSA is also preparing cultural resource studies for Pier J South Bike Path and Ocean Boulevard Coastal Bike Trail Connector. LSA assisted POLB in preparing a mitigation compliance report for relocation of the historic Middle Harbor Smoke Structures.

City of Banning, Banning General Plan Amendment | Banning, California

Ms. Davis was Project Manager for the preparation of an EIR to amend the General Plan Circulation Element. The General Plan Amendment included the following: (1) policy change to the acceptable LOS for roadway operating conditions from LOS C to LOS D throughout Banning; and (2) replacement of future planned Interstate 10 (I-10)/Highland Home Road interchange with an overcrossing. Alternatives were addressed in the EIR.

Cara Carlucci | SR. ENVIRONMENTAL PLANNER



EDUCATION

B.S., City & Regional Planning,
minor in Real Property
Development, California
Polytechnic State University,
San Luis Obispo, June 2015

PROFESSIONAL AFFILIATIONS

Secretary, Central Valley
Chapter, Association of
Environmental Professionals,
2016–2019

Student Liaison, Central Valley
Chapter, Association of
Environmental Professionals,
2016–2019

American Planning Association

SPECIALIZED TRAINING

Subdivision Map Act Seminar,
2016

Farmland Preservation
Workshop, 2016

Blueprint for Health: Planning
Communities That Promote
Equity, 2015

PROFESSIONAL RESPONSIBILITIES

Ms. Carlucci is a Senior Environmental Planner with a growing roster of experience. At LSA, she provides project management and technical assistance on a variety of planning and environmental documents, including Environmental Assessments, ISs, and EIRs. At LSA, Ms. Carlucci has been involved in residential and commercial development projects, road improvement projects, and program-level plans. She has a strong foundation in land use planning and is well versed in addressing impacts to air quality, GHG emissions, and noise.

PROJECT EXPERIENCE

City of Fresno, General Plan EIR Update | Fresno, California

Ms. Carlucci serves as Environmental Planner for the preparation of the update of the City of Fresno's General Plan Master EIR to a Program EIR in order for it to be in conformance with State law and to be consistent with recent legislative changes. This update is intended to streamline implementation of the General Plan by supporting the General Plan's programs and projects with updated environmental analysis, regulatory framework, and mitigation measures pursuant to CEQA. Key components include air quality analysis and HRA, updating the City of Fresno's GHG Reduction Plan, and transportation and VMT analyses.

City of Madera, Village D Specific Plan EIR | Madera, California

Ms. Carlucci serves as Environmental Planner and evaluates the development of a new compact mixed-use community that extends Madera's existing urban fabric, creates walkable and bikeable streets, and integrates open space throughout the area east of the city limits. The EIR will analyze how implementation of the Specific Plan could result in environmental impacts and, where applicable, how those potential impacts could be reduced. To do this, both program-level and project-level analyses would be used in the EIR to address potential impacts occurring as specific projects are developed during build out of the Specific Plan.

City of Menlo Park, 111 Independence Drive, Environmental Impact Report | Menlo Park, San Mateo County, California

Ms. Carlucci prepared the Air Quality, Greenhouse Gas, and Noise sections of the EIR for the project, which would result in the demolition of existing office space and redevelopment of the project site with an approximately 145,350-gross-square-foot, eight-story multifamily apartment building with approximately 105 dwelling units and approximately 712 sf of potential commercial space, as well as associated open space, circulation and parking, and infrastructure improvements.

City of Hanford, Hanford Place Project IS/MND | Hanford, California

Ms. Carlucci serves as Project Manager and prepared technical and nontechnical sections of the IS/MND. The project would develop a medical and mixed-use development and would construct 15 buildings consisting of retail and multifamily residential uses, as well a bio-infiltration basin, associated open space, circulation and parking, and infrastructure improvements.

Kerrie Collison, RPA | CULTURAL RESOURCES



EDUCATION

M.A., Anthropology, California State University, Northridge, 2013

B.S., Social Sciences, California Polytechnic State University, San Luis Obispo, 2008

PROFESSIONAL CERTIFICATIONS

Register of Professional Archaeologists #28731436

PROFESSIONAL AFFILIATIONS

Society for California Archaeology

Association of Environmental Professionals

PROFESSIONAL RESPONSIBILITIES

Ms. Collison's primary duties include report and proposal preparation for CEQA- and NEPA-level documents, Native American consultation, directing and participating in surveys, and monitoring for cultural resources. She is skilled in lithic analysis and excels at identifying the various stages of production of stone tools. Her field experience includes work in the California Central Coast, Orange County, Riverside County, Ventura County, Mono County, the Tahoe region of the Sierra Nevada, and the Great Basin. Ms. Collison also has experience collaborating on eligibility reports for the National Register and contributing to Section 404 permit applications, and she is proficient in using GIS to collect data in the field and produce maps for spatial analyses and reports. Ms. Collison has performed archaeological reconnaissance surveys for environmental recovery following wildfires.

PROJECT EXPERIENCE

FivePoint Communities, District 1 | Irvine, California

Ms. Collison conducted the archaeological monitoring for this project. LSA has been working with FivePoint Communities for its residential development of the former Marine Corps Air Station El Toro, and is under contract to FivePoint Communities to conduct archaeological and paleontological monitoring of locations where ground-disturbing work occurs. The work on this project has involved working around construction equipment as well as coordination with professionals in other fields.

GHD, Inc., Nohl Ranch Open Space Trail | Anaheim, California

Ms. Collison was responsible for and conducted the background research and the Native American consultation, and prepared a technical memorandum per CEQA and a Historic Property Survey Report per NEPA. The NEPA-level cultural study received Caltrans District 12 approval.

SC Engineering, I-15/Main Street Project | Riverside County, California

Ms. Collison prepared the Historic Property Survey Report (HPSR) for this project, during which she also reviewed and organized records of Native American consultation. In addition, she wrote the detailed components of the HPSR regarding the Native American consultation that had been conducted.

Irvine Community Development Company, Planning Area 6, Neighborhood 4B Rough Grading Project | Irvine, California

Ms. Collison wrote a report that summarized the results of archaeological monitoring for this project. LSA was under contract to the Irvine Community Development Company to provide this monitoring during rough grading for the construction of a residential development in Irvine.

Hunsaker Associates, Inc., Crown Valley Park Tier II | Laguna Niguel, California

Ms. Collison conducted archaeological monitoring during excavation for improvements to a community park in Laguna Niguel.

Ambarish Mukherjee, PE, AICP | SR. TRANSPORTATION PLANNER



EDUCATION

Master of City and Regional Planning with a concentration in Transportation and Land Use Planning, and GIS, University of Texas at Arlington, Texas, 2005

Bachelor of Architecture (Honors), Indian Institute of Technology, Kharagpur, India, 2003

PROFESSIONAL CERTIFICATIONS

Professional Engineer (California C88084)

American Institute of Certified Planners: Membership Number 023158

PROFESSIONAL AFFILIATIONS

American Planning Association

Institute of Transportation Engineers

PROFESSIONAL RESPONSIBILITIES

Mr. Mukherjee specializes in travel demand modeling and public infrastructure projects and conducts TIAs for a wide variety of large and small projects, including transit projects, residential development, mixed-use development, commercial and office projects, parking structures, roadway and circulation improvements, and General Plans and Specific Plans. He is currently in charge of LSA’s Riverside office Transportation group.

PROJECT EXPERIENCE

City of Fresno, General Plan EIR Update | Fresno, California

Mr. Mukherjee is the Senior Transportation Planner. LSA was awarded the contract to prepare the updated City of Fresno General Plan EIR and traffic analysis. The traffic analysis will be conducted to address general traffic flow, arterial hierarchy, and land use and circulation consistency. Through the use of daily and peak-hour roadway segment values, adequate capacity will be demonstrated for study area roadways in Fresno and the surrounding area. In addition, the General Plan Land User Element (LUE) will be analyzed using VMT as a metric. LSA is currently revising modules of the Fresno traffic forecasting tool to reflect an updated existing condition (VMT is a comparison of postproject to existing conditions). Traffic Analysis Zone VMT forecasts are being compiled, and low-, moderate-, and high-VMT zones are being identified. A regional average is being established, and the final General Plan project will be compared to that regional average to determine the net change in VMT as a result of General Plan implementation.

Fresno Council of Governments, VMT Threshold Study | Fresno, California

Mr. Mukherjee is the Project Manager. LSA was approved to provide the Fresno COG with services to establish VMT thresholds for subsequent CEQA documentation for the 16 member jurisdictions within the Fresno COG. LSA is working with the COG’s ABM to provide an updated existing land use base (existing conditions reflect the base conditions for new CEQA conformity). LSA will address several policy-related issues that were raised by the State OPR in its Technical Advisory related to Senate Bill 743 legislation. These issues include definition of the region to evaluate VMT, criteria from the baseline condition to consider, a model screening application for streamlining projects, high-quality transit corridors and transit-oriented development zones, and more. LSA is preparing a model user interface for ease of use that is a GIS-based screening tool with countywide mapping. LSA will provide the Fresno COG and member agencies with training, support, and a user guide.

City of Long Beach, General Plan Land Use and Urban Design Elements Traffic Analysis | Long Beach, California

Mr. Mukherjee updated the 2016 Southern California Association of Governments Regional Transportation Plan model to incorporate General Plan land uses into the model. Model runs were conducted to develop VMT estimates, which were then compared to regional VMT estimates at the City of Long Beach’s request as part of an update to its Circulation Element.

Pam Reading | AGRICULTURAL RESOURCES



EDUCATION

M.S., Hydrology & Watershed Management, School of Forestry & Environmental Studies, Yale University, New Haven, Connecticut, 1992

B.A., magna cum laude, Environmental Studies/Political Science, University of Vermont, Burlington, 1988

PROFESSIONAL AFFILIATIONS

American Planning Association, California Central Coast Chapter

Association of Environmental Professionals, Channel Counties Chapter

PROFESSIONAL RESPONSIBILITIES

Ms. Reading, a Principal in the San Luis Obispo office, specializes in working with public agencies to complete transportation and land development projects. She has developed a strong understanding of California's agricultural land base and is highly adept at evaluating impacts to farmland in accordance with CEQA guidelines, including utilizing the 1997 California Agricultural LESA Model prepared by the California Department of Conservation. She has prepared agricultural analyses for a wide variety of projects, including transportation and infrastructure, residential subdivisions, and alternative energy. In addition to serving as Project Manager for a variety of documents pursuant to CEQA and NEPA, Ms. Reading manages the preparation of technical studies and similar reports and develops technical CEQA/NEPA analyses, including land use consistency analyses. She has significant expertise in land use planning and land use regulations. She has served as a contract planner to conduct analyses, prepare documents, and make presentations for land use planning permit applications.

PROJECT EXPERIENCE

Mohsin-Samoske GPA, Zone Change, Subdivision, and Variance EIR | Monterey County, California

Ms. Reading served as Project Manager for overseeing completion of the technical analyses in support of the EIR. Initially, the County of Monterey Resources Management Agency intended to prepare a focused EIR on this agricultural conversion project in the unincorporated Toro Planning Area. After careful review of the IS, LSA recommended that the County of Monterey expand the focused EIR to a full EIR. LSA believed that a full EIR would ensure that all environmental issue areas were thoroughly explored and objectively addressed so that interested individuals, agencies, County of Monterey staff, and decision-makers fully understood the project's potential environmental effects. LSA asserted that, given the intense community controversy of the project and success of the previous lawsuit by LandWatch Monterey County and River Road Ranchers for Responsible Growth concerning the preparation of an IS/MND, a full EIR was the best vehicle for addressing significant issues associated with the project and to withstand

future legal challenges. The County of Monterey Board of Supervisors certified the EIR in May 2009.

California High-Speed Rail Authority, California High-Speed Rail Project, Bakersfield to Palmdale Project Section | Kern and Los Angeles Counties, California

Ms. Reading is Task Lead for preparation of the Agricultural EIR/EIS section for Bakersfield to Palmdale Section. This 83 mi long project section of the HSR system is from the northern limit in Bakersfield to the southern limit in Palmdale. This section requires a careful balancing of environmental and engineering constraints to connect the system over and through the Tehachapi Mountains. LSA is part of the Regional Consultant team providing corridor planning, preliminary engineering, alternatives development, financial and programming analysis, stakeholder coordination, and environmental services in this corridor. LSA is also preparing the Draft and Final EIR/EIS and numerous technical studies. As Agricultural Task Lead, Ms. Reading has coordinated extensively with the Natural Resources Conservation Service (NRCS) and the Kern County Agricultural Commissioner's office and prepared the Federal Farmland Conversion Impact Rating (CPA-106) Form and analysis. Also, Ms. Reading is part of the management team that peer-reviews individual EIR/EIS sections and the Community Impact Assessment for the Burbank to Los Angeles Project Section of the HSR project.

Bo Gould | BIOLOGICAL RESOURCES



EDUCATION

B.A., Environmental Studies and
Science, Whittier College,
Whittier, California, May 2015

PROFESSIONAL AFFILIATIONS

South Coast Air Quality
Management District Fugitive
Dust Control Monitor
Certificate No. SC1604-003333-
3411

SPECIALIZED TRAINING

Specialized CEQA/NEPA
Training and Environmental Site
Design Coursework, University
of California, Davis, Extension

USFWS-Led Federal Endangered
Species Act Sections 7 and 10
Symposium, The Wildlife
Society

PROFESSIONAL RESPONSIBILITIES

Mr. Gould has worked on diverse projects ranging in size from less than 1 ac to more than 400 ac. Besides serving as a biological monitor for numerous construction and habitat restoration projects, Mr. Gould has successfully prepared regulatory compliance documentation and has assisted clients through complex environmental permitting processes. His broad experience in the fields of natural resource management and ecological research includes the preparation of biological impact assessments and habitat conservation plans; Jurisdictional Delineations; wildlife monitoring; and focused insect, bird, mammal, and plant surveys. He also has specific skills in botanical surveys, environmental regulatory compliance, GPS, and GIS.

PROJECT EXPERIENCE

Monterey Park Market Place Project Biological Resource Services | Monterey Park, California

Mr. Gould served as Project Manager during multiple phases of the 62 ac commercial retail development project. His work included preparing a Habitat Conservation Plan to support an application for an incidental take permit from the USFWS pursuant to Section 10(a)(1)(B) of the Federal Endangered Species Act to incidentally take the federally listed as threatened coastal California gnatcatcher. Before preparing the report, Mr. Gould conducted focused coastal California gnatcatcher surveys and mapped all vegetation communities on the site. Additional responsibilities included consulting with USFWS, coordinating biological monitoring services, preparing a Habitat Restoration Plan, and serving as Restoration Ecologist for the 15 ac coastal sage scrub mitigation project.

Farmworker Housing Camp Sewer Connection | Monterey County, California

Mr. Gould served as Senior Biologist and conducted a general biological survey on December 3, 2019. LSA prepared a Biological Resources Assessment Report for the project located along Reservation Road near Salinas. The report's purpose was to describe and document biological resources, including sensitive and special-status species, known to occur or with the potential to occur within the project area. The biological study area was surveyed on foot, with particular attention given to areas within and immediately adjacent to the project disturbance limits. The field survey occurred on a partly cloudy morning after several days of rain, with weather conditions conducive to the detection of plant and animal species. LSA biologists conducted a literature review and records search on November 29, 2019, to identify the existence and potential for the occurrence of sensitive or special-status plant and animal species in the project vicinity. Federal and State lists of sensitive species were also examined. The project area does not serve as a wildlife nursery or as a wildlife migration corridor.

Orcutt Marketplace Supplemental EIR | Orcutt, California

Mr. Gould served as Senior Biologist. LSA is preparing a Supplemental EIR to the 2018 Orcutt Community Plan EIR, peer-reviewing applicant-prepared technical studies, and preparing an HRA. The project proposes to develop 20.04 ac of the 24.66 ac project site with approximately 211,264 sf of total commercial space and 211,040 sf of mixed-use residential space (apartments).

Wendy Fisher | SENIOR BIOLOGICAL RESOURCES



EDUCATION

B.S., Forest Ecology, minors in Botany and Forestry, Humboldt State University, Arcata, California, 1996

PROFESSIONAL CERTIFICATIONS

Certified Arborist, #WE-3872A, International Society of Arboriculture

Voucher Plant Specimen Collecting Permit for State-Listed Plants, California Department of Fish and Wildlife, #2081-A-12-39-V

Scientific Collecting Permit, California Department of Fish and Game, 2010

PROFESSIONAL AFFILIATIONS

Wildlife Society, Western Section

International Society of Arboriculture, Western Section

California Native Plant Society, since 1994

PROFESSIONAL RESPONSIBILITIES

Ms. Fisher is a Senior Biologist/Ecologist/Certified Arborist with over 23 years of consulting experience assisting landowners with ecological resource issues in Central California. Attentive to project schedules and budgets, she has collaborated with agency personal and project planners/engineers on hundreds of projects related to arboriculture, wildlife, botanical, and wetland resources for the preparation of documents for CEQA and NEPA compliance. She has expertise in the native and rare flora of California. She is proficient with various data collection devices and platforms, including Collector and ArcGIS Online. Ms. Fisher has secured agency negotiations and prepared permit applications for dozens of projects for Sections 401 and 404 of the Clean Water Act (USACE), Section 1602 of the California Department of Fish and Game Code, and Sections 7 and 10 of the Endangered Species Act (USFWS).

PROJECT EXPERIENCE

Lennar Fresno, Inc., Tracts 6025/6034, Shaw & Leonard Avenues | Clovis, California

As Senior Project Manager, Ms. Fisher completed a delineation of jurisdictional waters and wetland permitting for an Individual Permit per Sections 404 and 401 of the Clean Water Act and Section 1602 of the California Fish and Game Code. Ms. Fisher performed preconstruction surveys, environmental training, monitoring during construction, oversight for revegetation efforts, and a final project report. The project consisted of a 133 ac, 507-home residential development that involved the realignment of approximately 3,550 linear feet of Dog Creek and installation of three arch culvert crossings of the new Dog Creek channel. (This work was done at a previous place of employment.)

United States Forest Service and City of Berkeley, Miscellaneous Biological Studies, Berkeley–Tuolumne Family Camp Master Plan | Tuolumne River, Groveland, Tuolumne County

Ms. Fisher headed the effort to complete a wetland delineation, noxious weed risk assessment, botany report, and rare plant survey. Ms. Fisher led the preconstruction rare plant survey in the spring of 2020. During the three seasons of comprehensive plant surveys at Berkeley Tuolumne Camp, she identified over 300 vascular and nonvascular plant species on the site, including the rare slender-stemmed monkey flower (*Erythranthe filicaulis*). The Master Plan will create immediate and long-range plans for improvements necessary for the camp to meet the future needs of campers and the requirements of the United States Forest Service. (This work was done at a previous place of employment.)

Madera County Resource Management Agency, Oakhurst Midtown Connector | Oakhurst, California

Ms. Fisher was Lead Ecologist, preparing a delineation of jurisdictional waters and permit applications for Sections 404 and 401 of the Clean Water Act and a Streambed Alteration Agreement for CDFW. A riparian tree assessment and a replacement plan were prepared. The County of Madera proposed to construct a roadway that will cross the Fresno River and connect the center of town to schools and businesses on the outskirts of town. (This work was done at a previous place of employment.)

H – Conflicts of Interest

LSA strives to avoid any conflict of interest that would affect its existing contracts or interfere with the pursuit of a potential contract. Project managers regularly query LSA’s accounting department and project managers throughout the firm to ensure that LSA does not have a contractual, professional, or personal relationship that would constitute a conflict of interest with an applicant or an agency.

LSA hereby indicates, to the best of its knowledge and belief, that it does not have interest or ownership in, or receive remuneration of any type from, the manufacturers, suppliers, or distributors that may be recommended on this City project. No officer or key employee of LSA has ever been employed by the City, and no LSA officer or key employee has arranged or delivered any gifts (including entertainment), donations, campaign contributions, or anything else of value to any City employee.



The logo features the letters "LSA" in a large, bold, white sans-serif font. Below the letters, the website address "www.lsa.net" is written in a smaller, white sans-serif font. The text is centered within a dark blue trapezoidal shape that tapers to the right. The background of the entire page is a light gray pattern of interlocking hexagons, which is partially obscured by the blue shape.

LSA
www.lsa.net



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 7, 2021

SUBJECT: Planning and Development Services - Approval – Res. 21-____, A request authorizing the City Manager to execute a consulting agreement between the City of Clovis and LSA for the preparation of SB-2 grant funded technical studies addressing biological resources, cultural resources, and agricultural resource evaluation. The study area will encompass approximately ±1,322 acres of property located on the north side of Shepherd Avenue, between N. Willow and N. Sunnyside Avenues. City of Clovis, applicant.

ATTACHMENTS: 1. Draft Resolution, SB2 Consultant Agreement
2. LSA SB-2 Technical Studies Proposal

CONFLICT OF INTEREST

None.

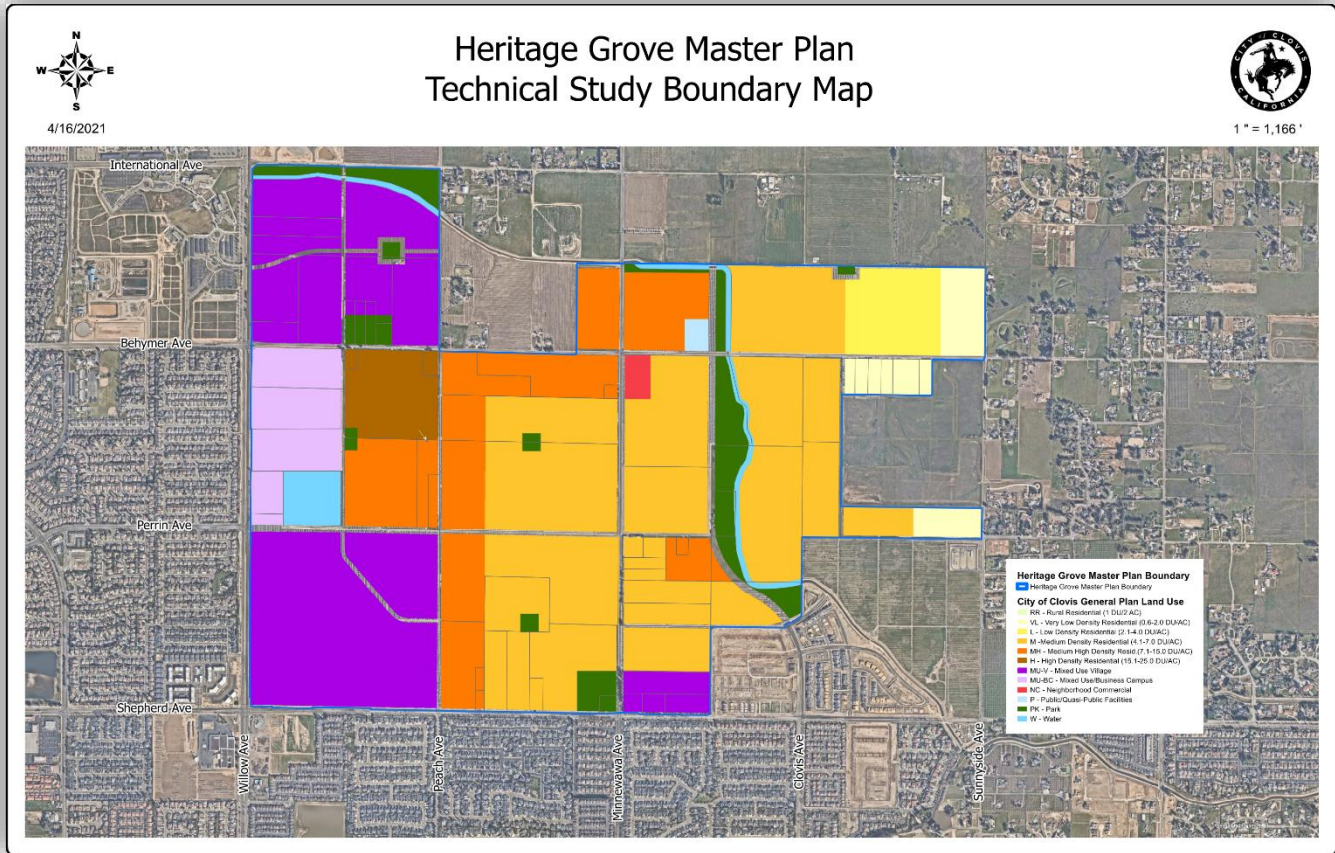
RECOMMENDATION

Staff recommends that the City Council approve the request authorizing the City Manager to execute a consultant agreement between the City of Clovis and LSA for the preparation of SB-2 grant funded environmental technical studies and related services.

EXECUTIVE SUMMARY

The City is proposing to complete environmental technical studies addressing biological resources, cultural resources and baseline agricultural conditions for a study area encompassing approximately ±1,322 acres of land (see **Figure 1** below). The project area is located on the north side of Shepherd Avenue, between N. Willow and N. Sunnyside Avenues. These studies will be completed at a level of detail allowing their incorporation into the EIR for the Heritage Development Company project (specific plan) as well as subsequent project-specific environmental documents prepared for projects outside of the specific plan. The City will utilize funds received through an SB-2 Planning Grant to pay for the costs associated with this work.

**Figure 1
Technical Study Boundary Map**



BACKGROUND

In 2020, the City was awarded an SB-2 Planning Grant in the amount of \$310,000 from the State of California Department of Housing and Community Development to implement projects and programs that will streamline housing approvals and accelerate housing production. The City will utilize a portion of these funds to prepare environmental technical studies within the Heritage Grove Growth Area to assist in streamlining environmental review that would otherwise be required on a project-by-project basis. Other projects funded through the SB-2 Planning Grant focus on establishing objective design and development standards, updating the cottage home program, and updating accessory dwelling unit requirements.

SB-2 Environmental Technical Studies

In April 2021, the City issued a Request for Proposal (RFP) for preparation of environmental technical studies to assess the potential environmental impacts associated with proposed and future projects within the Heritage Grove Growth Area. The City received a total of two (2) proposals and staff invited both consultant firms to participate in interviews. The interview panel consisted of City staff from Planning and Engineering, as well as members of the applicant’s team. Following the interviews, the panel determined that LSA had best demonstrated a

substantial amount of experience in similar project types, and had a competitive cost proposal and timeline.

The City is proposing to contract with LSA to complete environmental technical studies that will address biological resources, cultural resources and baseline agricultural conditions. The City will utilize funds received through an SB-2 Planning Grant to pay for the costs associated with this work. A full scope of work and budget for this project can be found in **Attachment 2** to this staff report.

The environmental technical studies under the SB-2 funds are anticipated to be completed approximately 4 months after receiving the authorization to process and acquiring the relevant project information and background data.

The City will fund the entire (total) cost of the consultant cost for the completion of the SB-2 environmental technical studies. The total consultant cost for these technical studies is **\$82,555**. This includes **\$75,055** for the SB-2 environmental technical studies plus a 10% contingency of **\$7,500**. The contingency amount is to cover unforeseen changes and/or overages throughout the contract and allows administrative approval for use of those funds if needed.

The boundary of the technical study area may change to include additional acreage north of International Avenue. There are adequate funds in the SB-2 Planning Grant to cover additional land to be incorporated into the technical study area. Staff will continue to work with interested property owners to determine the appropriate boundary areas.

FISCAL IMPACT

As it relates to the immediate request for Council consideration, as mentioned above, the City would bear the entire cost of the SB-2 environmental technical studies. Therefore, the City proposes to fund a total of **\$82,555**, which includes a contingency of \$7,500. Adequate resources are available through the City's SB-2 Planning Grant funding if the contract cost increases due to the expansion of the study area.

REASON FOR RECOMMENDATION

Staff is seeking City Council authorization for the City to enter into an agreement with LSA for the preparation of SB-2 grant funded environmental technical studies for a study area encompassing ±1,322 acres in the City's Heritage Grove Growth Area.

ACTIONS FOLLOWING APPROVAL

If directed by the City Council to proceed, Staff will finalize the consultant agreement with LSA for the preparation of the SB-2 funded environmental technical studies.

Prepared by: George González, MPA, Senior Planner

Reviewed by: City Manager *[Signature]*

RESOLUTION 21-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT AGREEMENT
WITH LSA FOR THE PREPARATION OF TECHNICAL STUDIES AND RELATED
SERVICES

WHEREAS, the City of Clovis is proposing to complete environmental technical studies within the City’s Heritage Grove Growth Area (Northwest Urban Center) utilizing funds provided by an SB-2 Planning Grant; and

WHEREAS, the City requires assistance from an external consulting firm to assist with the preparation of technical studies addressing biological resources, cultural resources and baseline agricultural conditions for a study area encompassing approximately ±1,322 acres of land located north of Shepherd Avenue, between N. Willow and N. Sunnyside Avenues, pursuant to the California Environmental Quality Act; and

WHEREAS, after soliciting proposals through a Request for Proposals process, LSA was selected to perform these services based on their substantial experience with the preparation of environmental technical studies for similar projects.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis Council approves the consultant agreement with LSA attached hereto as **Attachment A** addressing the preparation of environmental technical studies and related services, and authorizes the City Manager to execute the consultant agreement with LSA.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on September 7, 2021, by the following vote, to wit.

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

DATED: September 7, 2021

Mayor

City Clerk

ATTACHMENT A

CITY OF CLOVIS CONSULTANT SERVICE AGREEMENT

HERITAGE GROVE EIR AND SPECIFIC PLAN

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and LSA ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on September 7, 2021 ("Effective Date").

RECITALS

- A. City desires to obtain environmental study services ("Services") for the Heritage Grove Growth Area ("Project") more fully described in **Exhibit A**, and, if applicable, as further set forth in the proposal from Consultant attached as **Exhibit B**, which are incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

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

AGREEMENT

1. Scope of Services. Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A & B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. Priority and Conflicts; Exclusions. If the terms and requirements of this Agreement and/or **Exhibit A** conflict with **Exhibit B**, this Agreement and **Exhibit A** shall control. No contractual terms and/or conditions found in **Exhibit B** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. Term of Agreement; Commencement of Services; Schedule. Consultant shall begin performing the Services on the Effective Date, unless otherwise instructed by City, and continue with the Services until satisfactorily completed, as determined by City. Consultant shall complete the Services not later than December 2022 ("Completion Date"), unless extended beyond this date by mutual consent of the Parties. This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein.

Consultant shall perform the Services according to the schedule set forth in **Exhibits A and/or B**, if applicable. If no schedule is set forth in **Exhibits A and/or B**, City and Consultant shall mutually agree on a schedule for performance of the Services and completion of any deliverables. The schedule shall be subject to modification based on the City's operational needs. City will notify Consultant in advance of any modification to the schedule.

4. **Payment for Services.** City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit A** or in Consultant's Proposal, which is set forth in **Exhibit B**, as applicable. The total amount paid by City to Consultant shall not exceed the amount set forth in **Exhibit B**.

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

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

6. **Consultant Representations; Standard of Care; Compliance with Law.** Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards. Consultant shall comply with all Labor Code requirements for public works projects if applicable to Consultant's work under this Agreement.

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

8. **Subcontractor Provisions.** Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. **Power to Act on Behalf of City.** Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. **Record Keeping; Reports.** Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes.

Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

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

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

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

16. City Right to Employ Other Consultants. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Consultant, this Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

17. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Consultant. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

- b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.
- c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.
- d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.
18. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit C**.
19. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.
20. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.
21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.
22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:
- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgment.

- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.
23. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.
24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
25. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Consultant's authority is attached as **Exhibit D**.
26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.
27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.
28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.
29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.
30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
31. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

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

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

33. Performance Requirements. Notwithstanding, and in addition to the provisions of, Section 17 of this Agreement, if the Services performed hereunder are not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Consultant to correct the work in conformity with the requirements of this Agreement at no additional increase in the payment to Consultant. Consultant shall promptly correct the work rejected by City for failing to conform to the requirements of the Agreement. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Consultant to take all necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement. In the event Consultant fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

34. Licensing. Consultant shall maintain the following license throughout the performance of this Agreement: Class "C." Consultant shall also obtain and maintain a City of Clovis Business Tax Certificate prior to commencing performance of the Services.

35. Payment Bond. When required by applicable law, including Civil Code section 9550, prior to commencing any portion of the Services, the Consultant shall apply for and furnish City a payment bond for its portion of the Services which shall cover 100% payment for all obligations arising under the Agreement and guaranteeing the payment in full of all claims for labor performed and materials supplied for the Services. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Consultant and to require Consultant to obtain bonds from surety insurers satisfactory to City.

36. Performance Bond. Prior to commencing any portion of the Services, the Consultant shall apply for and furnish City a performance bond for its portion of the Services which shall cover 100% faithful performance of all obligations arising under the Agreement. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Consultant and to require Consultant to obtain bonds from surety insurers satisfactory to City.

37. Delay Damages. Time is of the essence with respect to this Agreement and the Services performed by Consultant. Consultant's failure to timely complete the Services under this Agreement shall result in the assessment of delay damages at the rate of \$1,000.00 per day for each calendar day the Services remain unfinished beyond the Completion Date or Services remains incomplete beyond any phase or milestone identified in the schedule as being subject to Delay Damages. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed completion of the Services are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor's work and the project, disruption of activities, costs of administration and

supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that completion of the Services are delayed.

38. Prevailing Wages; Apprenticeship. When the Services constitute a public work under the Labor Code, the Services shall be performed in accordance with the provisions of Section 1770 et seq. of the Labor Code of the State of California, and all other applicable provisions concerning public works projects, which are hereby incorporated by reference and made a part hereof. Consultant shall be responsible for the payment of prevailing wages in accordance with State and Federal law. Consultant shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable. The Consultant and any subcontractor under the Consultant as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Consultant. Consultant shall comply with all requirements and obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Consultant shall register with the Department of Industrial Relations, if required.

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

CONSULTANT

CITY OF CLOVIS

By: _____

By: _____
Luke Serpa, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Consultant

Company Name

Attn: Name

Title

Address

City, State

_____ [E-Mail Address]

_____ [Phone Number]

City of Clovis

Department Name

Attn: Name

Title

1033 Fifth Street

Clovis, CA 93612

_____ [E-Mail Address]

_____ [Phone Number]

ATTEST

John Holt, City Clerk

APPROVED AS TO FORM

Scott Cross, City Attorney

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

BUDGET AND TASK SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to commencement of the Services, Consultant shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. Consultant shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Consultant shall maintain the following types of insurance with limits no less than specified:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$2,000,000.00 per occurrence or claim and \$2,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

SIGNING AUTHORITY

August 18, 2021

George González, MPA
 Planning and Development Department
 City of Clovis
 1033 Fifth Street
 Clovis, CA 93612

Subject: Heritage Grove Senate Bill 2 Technical Studies Proposal

Dear George:

Below is LSA’s proposed scope of work for standalone Senate Bill (SB) 2 Planning Grant technical studies for the 1,322 acre (ac) study area in Heritage Grove area of Clovis. The technical studies can be used for future environmental documents prepared for projects within the technical study area.

SCOPE OF WORK

Task 1. SB 2 Technical Studies

Task 1.1: Biological Resources Technical Study

LSA will prepare a thorough Biological Resources Baseline Report covering the approximately 1,322 ac study area. The Biological Resources Baseline Report will include an assessment of biological resources suitable for incorporation into subsequent project-specific environmental documents prepared for projects within the study area. LSA will prepare the Biological Resources Baseline Report by completing the following subtasks:

- **Literature Review and Records Search.** Prior to field surveys, LSA will execute and evaluate a biological resource records search of the most current versions of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), the California Native Plant Society’s Electronic Inventory of Rare and Endangered Vascular Plants of California, and the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (iPaC) database. LSA will review the databases for known occurrences of special-status biological resources and mapped jurisdictional aquatic resources. LSA will also review its previous project work in the area for applicable biological resources information. Although LSA is intimately familiar with the biological resources occurring in the vicinity of the subject property, conducting a current records search is a requisite industry-standard procedure.
- **Fieldwork.** Following the literature review, LSA biologists familiar with the habitats and special-status natural resources of the region will conduct a general survey of the biological resources in and adjacent to the approximately 1,322 ac study area, particularly to document the occurrence of any species or habitats of interest or concern and to determine the potential for the presence

of any such resources that may not be detectable at the time of the site survey. All occurrences of rare plant and/or wildlife species in the study area shall be mapped, along with all vegetation communities and other land cover types. LSA anticipates that the general field survey will be completed by two biologists in 1 day and will be performed from public rights-of-way and from areas where permission to enter is obtained.

As part of the fieldwork, any potential jurisdictional waters of the United States, as well as streambeds, riparian vegetation, or wetlands subject to State jurisdiction, and/or features considered sensitive by the City and County of Fresno (County) that are identified within the study area, would also be assessed in the field. LSA proposes to include information gathered from this fieldwork in the technical report described below. A formal, stand-alone Jurisdictional Delineation report is not included in this scope, nor is one expected to be required. If a formal Jurisdictional Delineation report is requested, LSA will prepare a revised scope and budget to prepare such documentation.

- **Biological Resources Baseline Report.** Following the fieldwork, LSA will prepare a Biological Resources Baseline Report describing the results of the literature review and field survey. The report will include the following:
 - A description of the survey methodology and regulatory background/definitions.
 - A discussion of the soils, plant communities, and other land cover types.
 - Identification and discussion of areas that may potentially be considered jurisdictional wetlands, waters of the United States, waters of the State, or streambeds, as defined by the United States Army Corps of Engineers (USACE), the California State Water Resources Control Board, and CDFW.¹
 - A description of observed or otherwise detected special-status species.
 - An assessment of potential habitat value for special-status species and identification of additional focused species surveys that may be necessary.
 - A list of plant and wildlife species observed during the survey.
 - Representative photographs of the study area and graphics showing the study area location, vegetation communities, and soil types. Additional graphics, as needed, will show the locations of special-status species or sensitive natural communities, potential special-status

¹ Although any potential jurisdictional areas such as drainages or wetlands found to occur in the survey area will be identified and described in the documentation, this Scope of Work and budget does not include the processing of any jurisdictional authorizations (e.g., United States Army Corps of Engineers permit, water quality certification, Streambed Alteration Agreement, or endangered species permits), if needed. If any of these tasks are found to be warranted and requested, LSA will provide a separate proposal for that work.

species habitat, and areas of designated critical habitat on or directly adjacent to the study area.

If there is potential for future proposed land use changes/projects within the undeveloped portions of the study area to result in significant impacts on biological resources (according to Appendix G of the *State CEQA Guidelines* for biological resources and local policies), programmatic mitigation measures will be recommended to avoid, minimize, and/or compensate for such impacts. The measures will prescribe the types of biological resources surveys that would be required based on the resources mapped within specific portions of the study area during the field survey described above.

Deliverables:

- Draft Biological Resources Baseline Report
- Final Biological Resources Baseline Report

Task 1.2: Cultural Resources Study

LSA will prepare a standalone Cultural Resources Study to assess potential impacts to archeological and built environment cultural resources. LSA will conduct research and a field survey and will complete reporting tasks, as described below, for the 1,322 ac study area. LSA will prepare the Cultural Resources Study by completing the following subtasks:

- **Research.** LSA will conduct the following research:
 - California Historical Resources Information System (CHRIS): A CHRIS records search will be conducted at the South San Joaquin Valley Information Center (SSJVIC) to identify any previous cultural resources or cultural resources studies in the project site.
 - Native American Heritage Commission (NAHC): LSA will contact the NAHC to conduct a Sacred Lands File search, which will identify the presence or absence of locations that may have traditional or cultural value to tribal organizations, regardless of archaeological value, in or adjacent to the project site.
 - Local Reference: LSA will contact the Fresno County Historical Society and the Clovis-Big Dry Creek Historical Society to inquire about the history of the project site.
 - LSA will review background information, historical maps and records, cultural resources inventories, and pertinent literature to determine the precontact and historic context and assess the archaeological site sensitivity of the project site.
 - LSA will also review local planning documents (such as Specific Plans or Cultural Resources Elements of Specific Plans or General Plans) that include the project site for important contextual information of historic-period resources. If available, Fresno County Assessor's information and/or building permits for parcels within the project site will be requested from the City for use in mapping location of historic-period buildings in the project site.

- **Field Survey.** LSA will utilize results from the record search conducted for the 1,322-ac area for the project-level archaeological analysis. LSA will conduct a pedestrian field survey of the project site. Based on aerial photographs, the majority of the 1,322 ac program-level project site (all but approximately 150 ac) is actively used for agriculture. As such, LSA will not intensively survey (using transects spaced 15 meters [49.2 ft] or less) the entire project site since it is assumed that the majority of the project site has been subject to disturbance and heavy compaction from agricultural use and equipment. Instead, LSA archaeologists will intensively survey any portions of the approximately 150 ac of nonactive agricultural land within the 1,322 ac project site and will conduct a spot check of sediments in the remainder of the 1,322 ac project site with active agricultural lands.
- **Report.** LSA will prepare a stand-alone Archaeological Resources Study letter report and stand-alone Built Environment Study letter report that will describe the methods, results, and recommendations of the investigations, especially with regard to additional work that may be necessary to address the requirements of CEQA. Recommendations will include, but may not be limited to, conducting a field survey and evaluation of cultural resources over 50 years old before any new projects are approved. LSA will include recommendations for what types of studies or documents would be appropriate for upcoming projects. Possible recommendations may include preparing an overall historic context for the project site for use in evaluating individual properties in the future.

The draft report will be submitted to the City in PDF format. Following resolution of any comments, the final report will be resubmitted as a PDF file and will also be submitted to the SSJVIC in fulfillment of a requirement to access its archives.

Optional Task #1: DPR Forms

LSA has included a potential task for documentation of a maximum of five archaeological isolates that may be identified during the field survey. If identified, archaeological isolates would be recorded on State of California Department of Parks and Recreation (DPR) Series 523 forms in accordance with the guidelines established by the State Office of Historic Preservation (OHP). The DPR forms would be attached to the archaeological report as a confidential appendix. If more than five isolated artifacts are identified, or if archaeological sites are identified within the project site by the record search or field survey, LSA will contact the City to develop a scope and budget for additional required tasks, such as updating or recording the archaeological sites on DPR forms.

Deliverables:

- Draft Archaeological Resources Study
- Final Archaeological Resources Study
- Draft Built Environment Study
- Final Built Environment Study

Task 1.3: Agricultural Resource Evaluation

LSA will prepare an Agricultural Resource Evaluation Technical Report to assess impacts to active farmland and California Department of Conservation Farmland Mapping and Monitoring Program (FMMP) designations with implementation of the proposed project. The Project Applicant is proposing to develop a master development plan within the City's Heritage Grove Growth Area to facilitate the future annexation and development of approximately 868 ac of land within a 1,322 ac study area. The majority of the 868 ac site within the 1,322 ac study area is currently occupied by agricultural uses consisting of almond orchards. None of the parcels in the study area or site are designated as an agricultural land use pursuant to the City's General Plan; however, as the study area and site are still under unincorporated Fresno County jurisdiction, parcels are zoned as Exclusive Agricultural. Parcels on the project site are currently designated as Prime Farmland, Unique Farmland, Farmland of Statewide Importance, and Farmland of Local Importance (herein referred to as Important Farmland). Review of the County Assessor's website indicates that none of the parcels within the study area or site are under Williamson Act Contracts.

The Agricultural Resource Evaluation Technical Report will include a discussion of the existing environmental setting; the relevant current federal, State, and local regulations pertaining to agricultural resources; the methods used to assess the project-related impacts; the potential short-term agricultural impacts associated with project construction; the long-term effects associated with project operation; and the cumulative impacts associated with project implementation. Mitigation measures will also be identified to address potentially significant impacts to agricultural resources if applicable.

The Agricultural Resource Evaluation Technical Report will be prepared in accordance with the *State CEQA Guidelines*. Appendix G of the *State CEQA Guidelines* indicates that the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to nonagricultural uses could be considered a significant impact. Appendix G also indicates that a project could result in significant impacts to agricultural resources and farmland if it does the following: (1) conflicts with agricultural zoning; (2) conflicts with a Williamson Act contract; or (3) involves changes in the existing environment that, due to their location or nature, could result in conversion of farmland to nonagricultural use. If applicable, mitigation measures will be recommended to reduce impacts to agricultural resources due to project implementation.

LSA will evaluate farmland impacts using the California Agricultural LESA Model prepared by the California Department of Conservation. LSA will collect data from the client (e.g., irrigation type and past agricultural production type) and from online data sources (e.g., the Department of Conservation) in preparing the LESA Model. LSA will utilize GIS to prepare the analysis required for the LESA Model. Results of the LESA Model will be provided in the Agricultural Resource Evaluation Technical Report and will provide a quantitative conclusion as to whether the conversion of the Important Farmland to nonagricultural use indicates a significant impact. The LESA Model will be included as an appendix to the Agricultural Resource Evaluation Technical Report. The City also uses the Strategic Farmlands Model to determine impacts associated with the conversion of Important Farmland to nonagricultural uses. Whereas the FMMP LESA Model relies primarily on the productivity of different soils, the Strategic Farmland designations reflect a wider range of factors established through a public participation process. Therefore, LSA will also conduct an agricultural

analysis using the Strategic Farmlands Model to be consistent with analysis conducted in the City's General Plan EIR Agricultural Resources Section. The project site is designated as Important Farmland; therefore, mitigation measures may be required to offset the permanent conversion of Important Farmland to nonagricultural use. LSA will coordinate with the California Department of Conservation Land Resource Protection Staff and

City staff to prepare mitigation measures that are consistent with the General Plan and that are feasible and mutually acceptable to reduce the anticipated impact, if necessary. LSA anticipates that coordination will occur via a maximum of three 1-hour phone calls.

LSA will submit a draft Agricultural Resource Evaluation Technical Report to the City via email as a Microsoft Word file and PDF file. LSA has included 4 hours of budget in to respond to one round of comments from the City on the draft technical report.

Deliverables:

- Draft Agricultural Resource Evaluation Technical Report
- Final Agricultural Resource Evaluation Technical Report

Task 2. Project Management

Amy Fischer and Kyle Simpson will undertake a variety of general project management tasks throughout the preparation of the technical studies. Theresa will provide input on the scope, budget, and scheduling of the project, and will be responsible for the overall quality of all work undertaken.

Kyle will coordinate the day-to-day activities associated with the project. This will include regular contact, oversight of team members, schedule coordination, and development of products. He will also provide direction to all team members that will ensure an internally-consistent, coherent document. Amy and Kyle will review all in-house prepared text, tables, and graphics before these materials are submitted to you as draft documents.

SCHEDULE AND BUDGET

LSA would provide the draft technical studies 12 weeks of authorization to proceed and receipt of relevant project information and background data.

Table 1 provides a detailed budget for the proposed scope of work. For completion of the scope of work discussed above, LSA proposes to perform the work described above on a not-to-exceed hourly plus expenses basis consistent with the attached billing rates, for a total of \$75,055. This proposal also includes a ten percent contingency budget of (\$7,500). The contingency budget will not be used without approval provided by the City. The total budget, including the ten percent contingency would be \$82,555. This proposed scope of work and cost estimate is valid for 90 days.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. As is always the case with the proposed scope, budget, and schedule, LSA is open to suggestions for refinement and looks forward to discussing with you the LSA's approach to this

assignment. If you have any questions regarding this proposal, please call Kyle at (559) 490-1212 or e-mail at kyle.simpson@lsa.net.

Sincerely,

LSA Associates, Inc.



Amy Fischer
Principal



Kyle Simpson
Associate/Project Manager

Attachment:

- Table 1: SB 2 Technical Studies Cost Estimate

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Table 1: SB 2 Technical Studies Cost Estimate

LABOR COSTS																
	Principal-in-Charge (Fischer)	Project Manager (Simpson)	Principal, Agricultural Resources (Reading)	Senior Planner, Agricultural Resources (Graham)	Senior Biologist (Gould)	Assistant Biologist/GIS (McDonald)	Principal, Cultural Resources (Sample)	Senior Cultural Resources Manager (Tibbets)	Senior Cultural Resources Manager (Collison)	Senior Cultural Resources Manager (Carias)	Cultural Resources Analyst (Isolani)	Cultural Resources Specialist (McCann)	GIS	Document Management/Graphics/Production		<i>LSA Total</i>
<i>Hourly Rate:</i>	\$240	\$175	\$220	\$135	\$170	\$100	\$225	\$155	\$135	\$120	\$80	\$95	\$150	\$125		
Task 1. SB-2 Technical Studies																
1.1 Biological Resources Technical Study	2	3			22	56								9	4	\$ 12,195
1.2 Cultural Resources Technical Study	1	2					6	30	40	8	34	47	25	4	4	\$ 24,385
1.3 Agricultural Resources Evaluation			24	110										10	4	\$ 22,130
<i>Subtotal for Task 1</i>	3	5	24	110	22	56	6	30	40	8	34	47	44	12	12	\$ 58,710
Task 2. Project Management and Meetings																
<i>Subtotal for Task 2</i>	8	10	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3,670
TOTAL LABOR	11	15	24	110	22	56	6	30	40	8	34	47	44	12	12	\$ 62,380
DIRECT COSTS																
1. Travel, Deliveries, Communication																\$ 850
2. Maps; Plans; Reports; Database Searches																\$ 825
3. Traffic Counts																\$ 8,000
4. Printing and Graphic Reproduction																\$ 3,000
TOTAL DIRECT COSTS																\$ 12,675
TOTAL LSA TEAM BUDGET WITHOUT CONTINGENCY																
TOTAL LSA TEAM BUDGET (WITHOUT CONTINGENCY)																\$ 75,055
CONTINGENCY BUDGET																
CONTINGENCY BUDGET (10%)																\$ 7,500
TOTAL LSA TEAM BUDGET WITH CONTINGENCY																
TOTAL LSA TEAM BUDGET (WITH CONTINGENCY)																\$ 82,555
OPTIONAL TASKS																
Optional Task 1: DPR Forms																\$ 3,000

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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: September 7, 2021

SUBJECT: Planning and Development Services - Approval – Final Acceptance for CIP 18-14 Well 11A Pump and Motor Improvements.

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

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

EXECUTIVE SUMMARY

This project consisted of construction of new water production facilities for the City of Clovis Water Well Site No. 11A, APN 498-320-01T, which is located at 1801 Stanford Avenue. Approximately 360 feet north of Shaw Avenue, in the southwest area of Jefferson Elementary School. The construction included installation of well pump equipment, discharge piping, electrical motor, motor control center, electrical system, and site work. The work also involved clearing, grubbing, excavation, backfill, compaction, trenching, earthwork, removal and disposal of excavated materials, construction of off-site water main in Stanford Avenue, concrete sidewalks, concrete drive approach, crushed-rock surfacing, electrical system, PG&E Rule 16 service, concrete masonry fence, rolling gate, walk gate, and modification of existing onsite irrigation system.

BACKGROUND

The bid opening was on July 21, 2020 and the project was awarded by City Council on August 3, 2020. Steve Dovali Construction, Inc. was the low bidder and was awarded the project. The project was completed in accordance with the construction documents and within the total contract time allotted.

FISCAL IMPACT

1. Contract Award Amount	\$726,307.00
2. Contract Change Orders	\$21,885.57
CCO1 Increased concrete wall footing \$11,832.12	
CCO2 Constructed one new concrete dry well \$6,331.09	
CCO3 Modified concrete slab of MCC per PG&E \$2,329.34	
CCO4 Installed three additional cables for well transmitter \$1,393.02	
3. Liquidated Damages Assessed	\$0.00
<hr/>	
Final Contract Cost	\$748,192.57

REASON FOR RECOMMENDATION

The Public Utilities Department, City Engineer, Senior Engineering Inspector and Project Engineer agree that the work performed by the contractor is in accordance with the project plans and specifications, and has been deemed acceptable. The contractor, Steve Dovali Construction, Inc. has requested final acceptance.

ACTIONS FOLLOWING APPROVAL

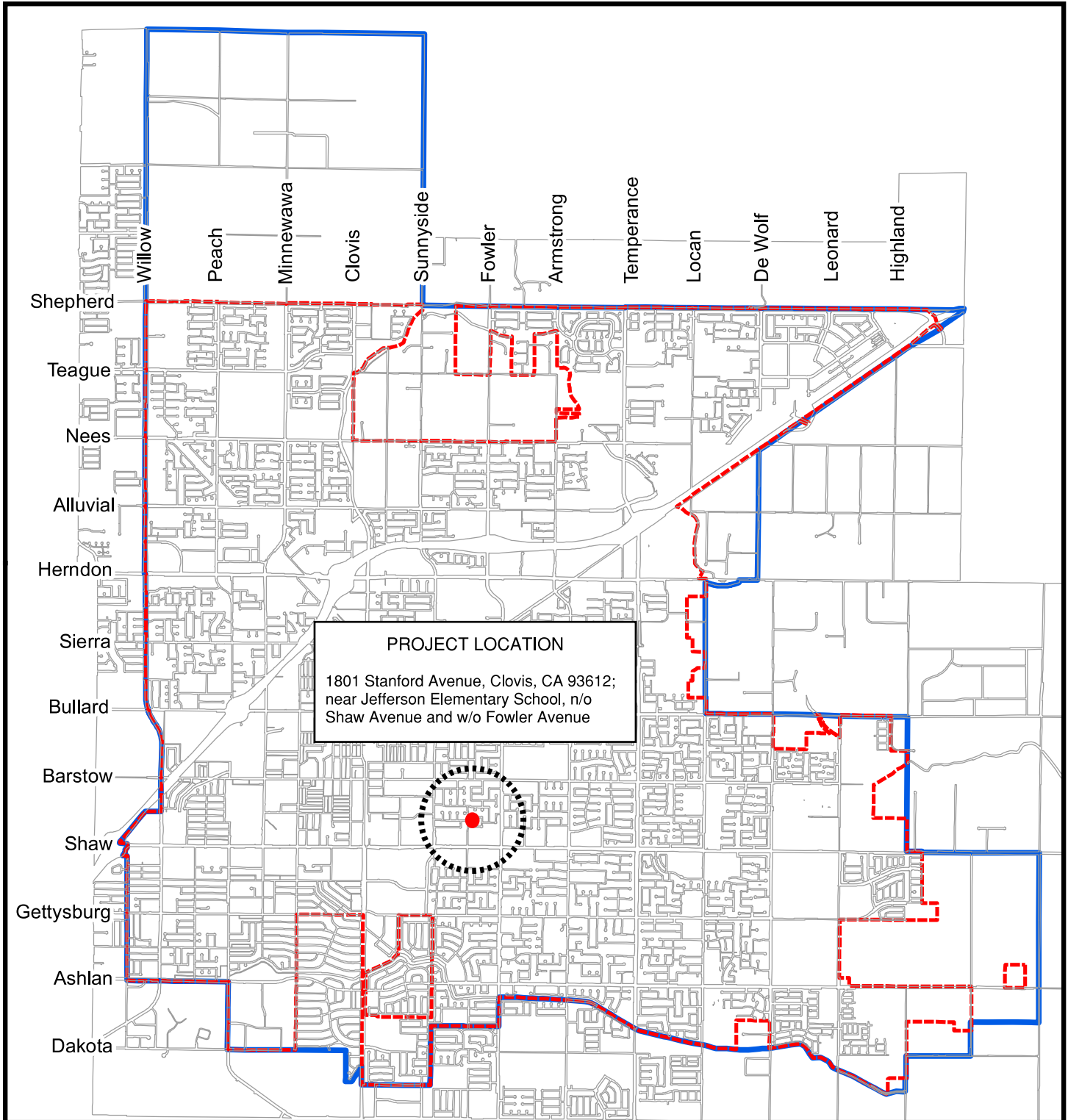
1. The notice of completion will be recorded; and
2. All remaining retention funds will be released no later than 35 calendar days following recordation of the notice of acceptance, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided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

Prepared by: Matt Buller, Senior Engineering Inspector

Reviewed by: City Manager *JA*

VICINITY MAP

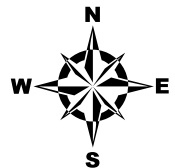
CIP 18-14 Well 11A Pump and Motor Improvements



PROJECT LOCATION
 1801 Stanford Avenue, Clovis, CA 93612;
 near Jefferson Elementary School, n/o
 Shaw Avenue and w/o Fowler Avenue



ATTACHMENT 1





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: September 7, 2021

SUBJECT: Planning and Development Services - Approval – Final Acceptance for CIP 21-01, Rubberized Cape Seal 2021.

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

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

EXECUTIVE SUMMARY

The construction involved approximately 85,000 square yards of rubberized cape seal in various local streets as shown on the map in Attachment 1. This project also involved approximately 224,000 square yards of Type II slurry seal at various additional streets.

The work included removal of all existing traffic striping, markings and markers, furnishing and installation/application of asphalt rubber chip seal, Type II slurry seal, traffic control, street sweeping, cleanup, traffic striping and all other items or details required as described in the Contract Documents.

BACKGROUND

The bid opening was on March 23, 2021 and the project was awarded by City Council on April 5, 2021. VSS International Inc. was the low bidder and was awarded the project. The project was completed in accordance with the construction documents and within the total contract time allotted.

FISCAL IMPACT

1. Contract Award Amount	\$951,120.00
2. Contract Change Orders	\$4,567.50
CCO1 Additional Rubberized Cape Seal \$4,567.50	
3. Liquidated Damages Assessed	\$0.00
<u>Final Contract Cost</u>	<u>\$955,687.50</u>

This project was approved in the Community Investment Program 2020-2021 fiscal year budget and is fully funded by Measure C.

REASON FOR RECOMMENDATION

The Public Utilities Department, City Engineer, Senior Engineering Inspector and Project Engineer agree that the work performed by the contractor is in accordance with the project plans and specifications, and has been deemed acceptable. The contractor, VSS International, Inc. has requested final acceptance.

ACTIONS FOLLOWING APPROVAL

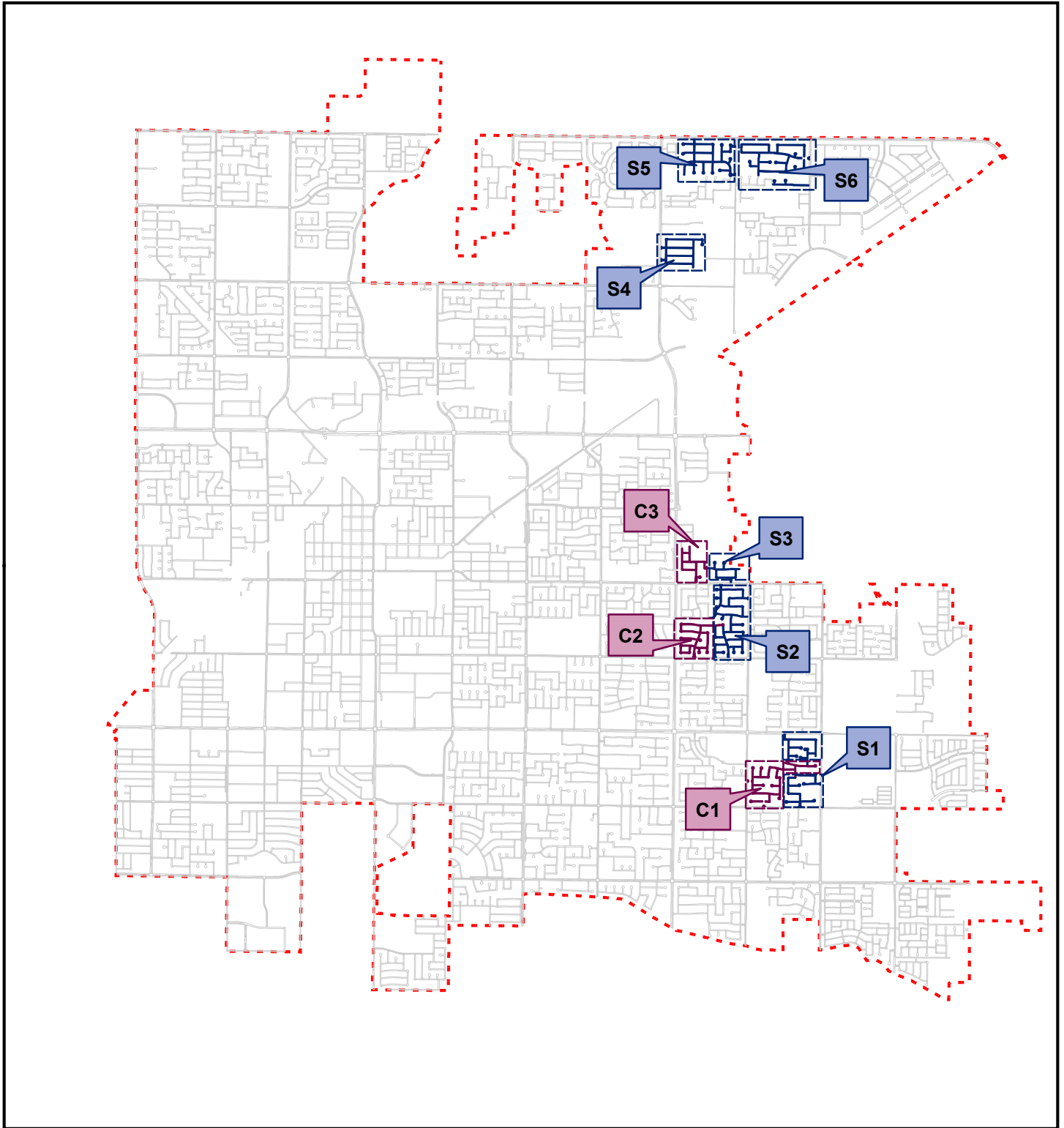
1. The notice of completion will be recorded; and
2. All remaining retention funds will be released no later than 35 calendar days following recordation of the notice of acceptance, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided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

Prepared by: Nav Chahal, Engineering Inspector

Reviewed by: City Manager *JH*


VICINITY MAP

CIP 21-01 RUBBERIZED CAPE SEAL 2021



1/28/2021

ATTACHMENT 1 CITY OF CLOVIS PROJECT LOCATIONS

 CLOVIS CITY LIMITS





CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: September 7, 2021

SUBJECT: Planning and Development Services - Approval – Final Acceptance for CIP 20-07 Fire Station 6 Off-site Improvements.

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

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

EXECUTIVE SUMMARY

This project consisted of street and utility improvements along Loma Vista Parkway from Leonard Avenue to Encino Avenue in advance of the construction of Fire Station No. 6. The construction included clearing, grading, aggregate base, asphalt concrete pavement, concrete sidewalk, curb return ramps, valley gutters, driveway approach, signage and striping, street lights, water mains, sewer mains, storm drain facilities on Loma Vista Parkway and Encino Avenue west of Leonard Avenue.

BACKGROUND

The bid opening was on July 7, 2020 and the project was awarded by City Council on July 20, 2020. Avison Construction was the low bidder and was awarded the project. The project was completed in accordance with the construction documents and within the total contract time allotted.

FISCAL IMPACT

1. Contract Award Amount	\$1,324,708.00
2. Contract Change Orders	\$18,795.88
CCO1 Relocated PG&E pole \$3,569.00	
CCO2 Added six bike stencils 591.80	
CCO3 Additional a/b and a/c tonnage \$14,635.08	

3. Cost Decrease resulting from differences between estimated quantities used for award and actual quantities installed	(6,090.00)
4. Liquidated Damages Assessed	\$0.00
Final Contract Cost	\$1,337,413.88

This project was approved in the Community Investment Program 2020-2021 fiscal year budget and is funded by the street fund, reimbursements from adjacent developments, Parks fees, and Fire Impact fees.

REASON FOR RECOMMENDATION

The Public Utilities Department, City Engineer, Senior Engineering Inspector and Project Engineer agree that the work performed by the contractor is in accordance with the project plans and specifications, and has been deemed acceptable. The contractor, Avison Construction has requested final acceptance.

ACTIONS FOLLOWING APPROVAL

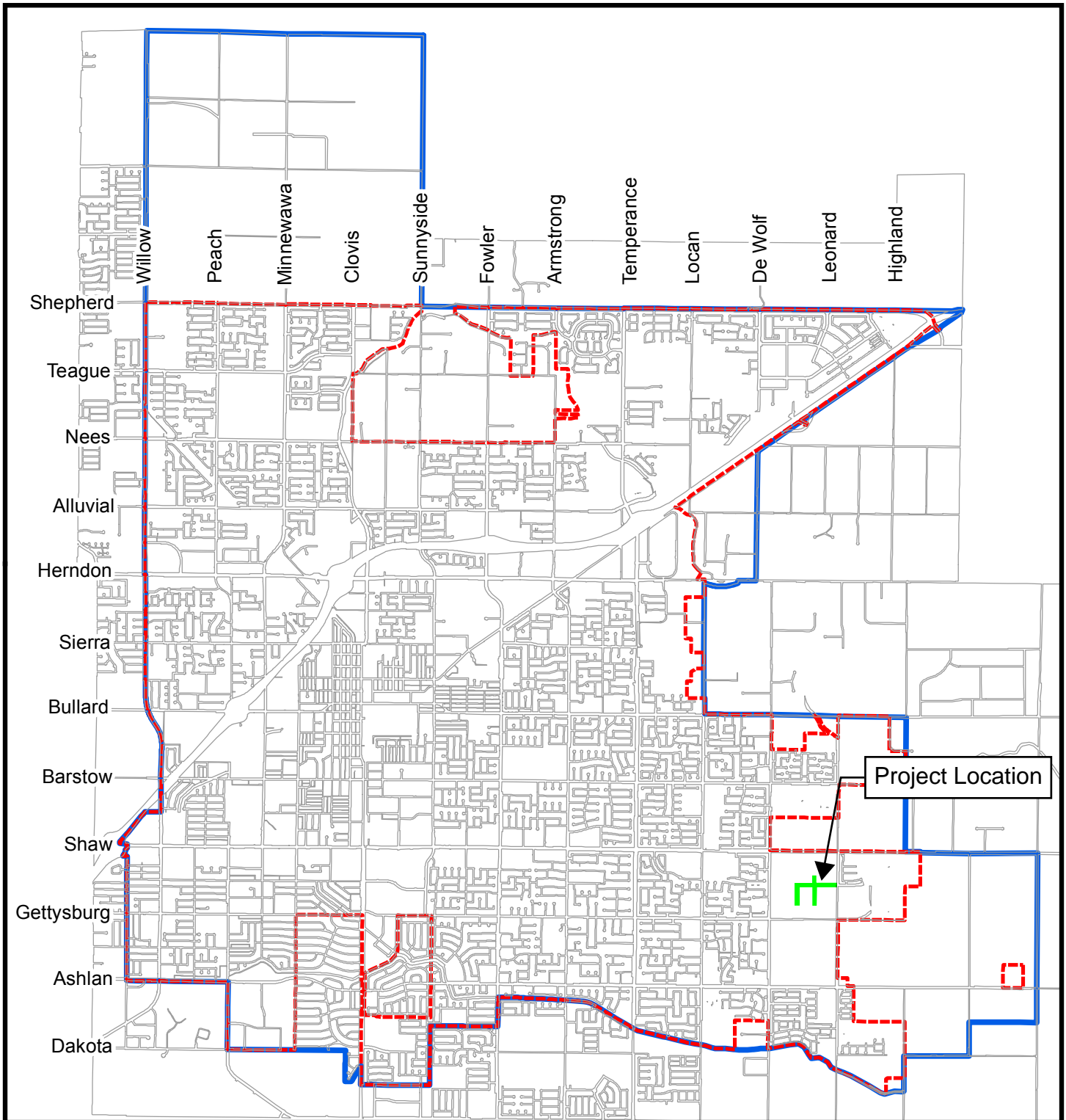
1. The notice of completion will be recorded; and
2. All remaining retention funds will be released no later than 35 calendar days following recordation of the notice of acceptance, provided no liens have been filed. Retention funds may be released within 60 days after the date of completion, provided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

Prepared by: Nav Chahal, Engineering Inspector

Reviewed by: City Manager 

VICINITY MAP

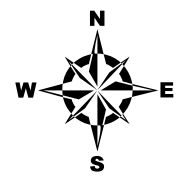
CIP 20-07 Fire Station 6 Off-site Improvements



Project Location



ATTACHMENT 1



CITY LIMITS
 SPHERE OF INFLUENCE



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: September 7, 2021

SUBJECT: Public Utilities – Approval – Waive Formal Bidding Procedures and Authorize the City Manager to Execute a Contract with SCS Field Services to Replace and Install Landfill Gas (LFG) Extraction Wells at the Clovis Landfill.

ATTACHMENTS: 1. Proposal for Professional Services from SCS Field Services

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to waive formal bidding procedures and authorize the City Manager to execute a contract with SCS Field Services to replace and install Landfill Gas (LFG) extraction wells at the Clovis Landfill.

EXECUTIVE SUMMARY

At present, multiple Landfill Gas (LFG) extraction wells at the Clovis Landfill are currently ineffective in collecting gas due to shearing or blockage of their in-ground piping. The LFG extraction wells are a necessary component of the LFG control system to mitigate gas emissions for compliance with Title V federal air permitting requirements. Periodic replacement of gas wells are common occurrences at active landfills. Much of this work requires special expertise, experience, and equipment not possessed by City staff. SCS Field Services was the primary contractor for the construction of the gas control system at the Clovis Landfill and currently performs regular maintenance and operations of the system. SCS Field Services is well-qualified to perform the gas well replacements and modifications that are needed. SCS Field Services currently maintains and operates the gas extraction system at the landfill and has the expertise to install new gas extraction wells.

This action will authorize the City Manager to execute a contract with SCS Field Services to perform the work necessary to replace and install LFG extraction wells at the Clovis Landfill. The cost of the work to be performed under this contract is estimated at the amount of

\$84,350, and staff have found this cost to be reasonable for the services to be provided in the maintenance of the gas extraction system.

BACKGROUND

The Landfill Gas control system that was installed at the Clovis Landfill is designed to help control gaseous odors, minimize gas releases to the atmosphere, and increase safety by controlling migration of the gas. The gas system consists of LFG extraction wells, along with a network of piping to collect the gas and transport it to the flare for combustion. Over a period of time, the efficiency in gas collection by the extraction wells may decline due to shifting of in-place waste, causing shearing of piping or liquid buildup that can cause blockage in depths below the extraction well. Camera investigation discovered that the affected gas wells had piping that was either sheared or had blockage, rendering them ineffective. Therefore, staff is recommending the replacement of the affected LFG extraction wells.

Much of this work requires specialized expertise and equipment, and is subject to close scrutiny by local and state regulatory agencies. City staff lacks much of the expertise and equipment necessary to provide these services and has limited experience in the field of landfill gas collection system design and construction.

SCS Field Services is an international contracting firm that specializes in landfill gas collection systems and landfill engineering services. SCS Field Services was the primary contractor for the construction of the gas control system at the Clovis Landfill and currently performs regular maintenance and operations of the system. SCS Field Services is qualified to perform the modifications that are needed. SCS has provided a reasonable and customary estimate of costs for performing the work.

SCS Field Services provided City staff with a proposal for field services associated with this landfill gas extraction well replacement project. Their proposal includes a description of the scope of work to be performed and unit costs. The costs for the services would be based on the schedule of hourly/unit costs and the actual time and materials needed to complete the job. SCS’s proposal includes the following estimated costs for each task associated with this project:

- | | |
|---|----------|
| 1. Mobilization/Demobilization | \$10,500 |
| 2. Drill and Complete Five (5) 24-inch Diameter Vertical Extraction Wells | \$73,850 |

Staff has evaluated the proposal provided by SCS Field Services and found that the costs are consistent with industry norms, and that the proposed scope and estimated costs for each task are reasonable. SCS Field Services has successfully worked with the Local Enforcement Agency performing similar work at the Clovis Landfill and other landfills. Therefore, staff recommends that the City Manager be authorized to execute a contract with SCS Field Services to perform the services necessary to replace and install LFG extraction wells at the Clovis Landfill.

FISCAL IMPACT

The cost of the services to be rendered under this contract is estimated at \$84,350. There are adequate funds in the Refuse Fund to pay these costs and still maintain sufficient reserves to comply with bond covenants.

REASON FOR RECOMMENDATION

The services to be rendered under this contract are necessary in order to allow for the Landfill Gas control system to operate at optimum efficiency and to mitigate gas emissions for compliance with Title V federal air permitting requirements. Much of these services require specialized expertise, experience, and equipment that City staff does not possess. SCS Field Services is well qualified to provide these services and their proposal's unit costs are consistent with industry norms. SCS Field Services is thoroughly familiar with the Clovis Landfill and has previously provided field services at the facility that will be the foundation of the work to be performed under this contract. Contracting with SCS Field Services for this work will minimize the need to develop background information, thereby facilitating the timely and efficient completion of the project. SCS Field Services currently maintains and operates the system, and it would be prudent to keep only one contractor working on the system at a time.

ACTIONS FOLLOWING APPROVAL

1. The City Manager will execute a contract with SCS Field Services to provide engineering field services associated with the replacement and installation of Landfill Gas extraction wells at the Clovis Landfill.
2. Work will proceed on the replacement and installation of LFG extraction wells at the Clovis Landfill.

Prepared by: Ivette Rodriguez, Solid Waste Manager

Reviewed by: City Manager 

July 21, 2021
Proposal No. 90000001.07
Revised 1.5

Mr. Rey Empelo
Civil Engineer
City of Clovis/Public Utilities Department
155 N Sunnyvale Ave
Clovis, California 93611

Email: reve@cityofclovis.com

Subject: Proposal for the 2021 Landfill Gas (LFG) Extraction Well Replacement and Installation at the Clovis Landfill, Clovis, California

Dear Mr. Empeleo:

As requested, SCS Field Services (SCS) is pleased to submit to City of Clovis the following Scope of Work, Compensation, and Assumptions and Conditions for the subject work. Our costs are based on any extra required COVID-19 health and safety equipment, supplies and contingencies that maybe required.

SCOPE OF WORK

The Scope of Work for the LFG extraction well drilling and installation, at the subject site consists of the following task activities:

TASK 1 – MOBILIZATION/DEMobilIZATION

This task includes the mobilization of all construction equipment, the driller's mobilization, and all other activities required such that well replacement and installation work, may begin after mobilization is complete; continuing uninterrupted until completion. Included in the demobilization portion of this task is the cleanup of the job site and removal of temporary facilities. SCS shall be paid for mobilization/demobilization according to a lump sum basis.

TASK 2 – DRILL AND COMPLETE FIVE (5) 24 -INCH DIAMETER VERTICAL LFG EXTRACTION WELLS

This task includes all labor and equipment required to drill and complete five (5) 24 -inch diameter vertical wells, estimated total depth 422 vertical feet (77 foot depth estimated per well). Backfilled with (2) two bentonite seals, safety grates, gravel and onsite soil as detailed in preliminary construction plans provided by SCS Engineers, dated June 23, 2021 . In addition, each completed LFG extraction well casing will be completed 3 feet above existing grade with a 2-inch wellhead. Drilling and



completion schedule to be prepared and provided by SCS Engineers prior to mobilization and commencement of construction work. Not included (if needed) are any grading or drilling platforms required for installation of the 24 -inch diameter vertical wells. If preparation of any drilling platforms are needed SCS can provide this work with an adjustment in our costs. SCS understands that all materials for this task, will be supplied by SCS field services. SCS shall be paid for this task according to a per-foot basis.

SUPPLY OF WELL ROCK

Include procurement and delivery of well rock/aggregate to be used in the construction of the landfill gas extraction wells. . SCS estimates 78 tons are needed to complete this project.

INSTALLATION OF EXISTING QED TWO-INCH WELLHEADS

SCS will provide labor, equipment and tools required to perform the installation of existing six (6) QED 2-inch vertical quick-change orifice plate wellheads, six (6) banding clamp kits, six (6) 4 x 2 - inch flex couplings, 30 FT of 2-inch of Solarguard flex hose, and six (6) gas header adapters 4x2-inch flexible couplings.

INSTALLATION OF VACUUM SUPPLY HEADER LFG PIPING

Install new associated piping including HDPE tees, elbows, two-inch stainless steel transition fitting, ball valves and backing ring and HDPE flanges, as needed.

DECOMMISSION OF LFG WELLS

Decommission up to six (6) LFG well casings/penetrations three feet below-grade utilizing a 24-inch bentonite seal and 12-inch soil cover.

SCS estimates this work to be completed in five (5) on-site working days

COMPENSATION

SCS would be pleased to perform the scope of work presented in the following table:

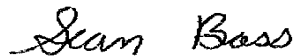
Task	Item	Unit	Quantity	Unit Price	Total Price
1	Mobilization / Demobilization	LS	1	\$10,500.00	\$10,500.00
2	Drill and Complete five (5) 24 -inch Diameter Vertical Extraction Wells	VF	422	\$175.00	\$73,850.00
Total Budget					\$84,350.00

ASSUMPTIONS AND CONDITIONS

The Assumptions and Conditions for the Scope of Work are contained in Attachment A.

Should you have any questions regarding this proposal, please do not hesitate to contact either of the undersigned. We are committed to providing you the best service.

Very truly yours,



Sean T. Bass
Sr. Project Manager
SCS Field Services
sbass@scsengineers.com



Anton Z. Svorinich
Vice President/Region Manager
SCS Field Services
asvorinich@scsengineers.com

Attachment A – Assumptions and Conditions

ATTACHMENT A
ASSUMPTIONS AND CONDITIONS



ATTACHMENT A
ASSUMPTIONS AND CONDITIONS
FOR THE CLOVIS LANDFILL,
CLOVIS, CALIFORNIA

July 21, 2021

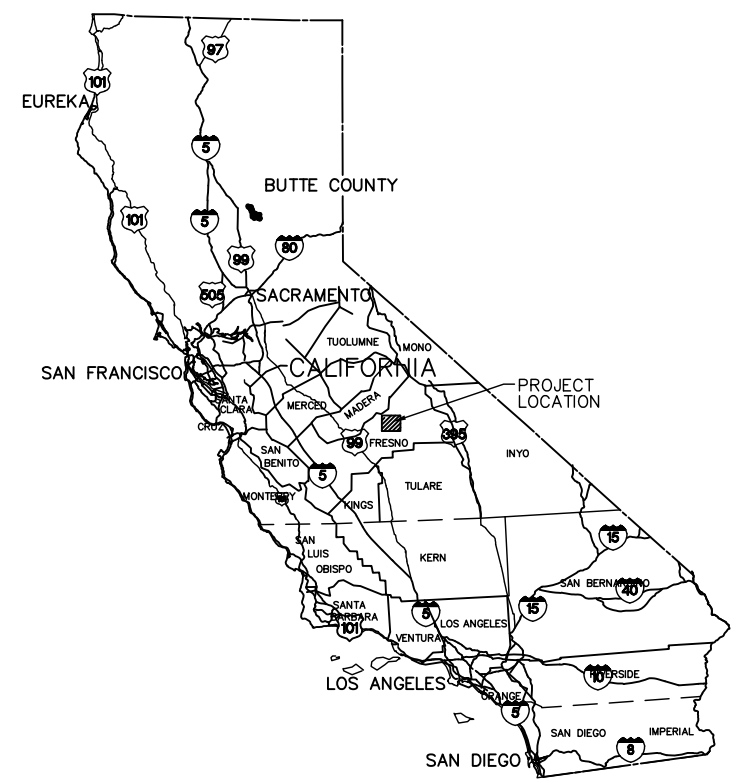
- Unrestricted site access for personnel, equipment, and materials will be provided to enable completion of work.
- During LFG well drilling activities, in the event SCS is on site and available to work, but is unable to do so due to delays by others, a standby charge of \$995.00 per hour will be charged for the duration of the delay.
- In the event of LFG well drilling refusal or abandonment will be charged at \$79.00 per foot.
- Unrestricted site access for personnel, equipment, and materials will be provided to enable completion of work.
- This proposal assumes the utilization of prevailing wage labor rates.
- Right-of-way easement, dewatering, or encountering conditions that differ materially from the contract documents or what is reasonably anticipated given the nature of the work (such as hard rock) has been excluded from our bid. These items can be included with an adjustment in our price.
- Work will be performed in OSHA Level D protection and in accordance with the SWANA Landfill Gas Management Division, "A Compilation of Landfill Gas Field Practices and Procedures," dated August 2011. Additional health and safety requirements will be addressed in our Site Specific Health and Safety Plan.
- Handling and disposal of any hazardous materials is excluded.
- SCS will maintain the site in construction clean manner. Control of blowing litter created by others is excluded.
- Bid, performance or payment bonds will not be required.
- Liquidated/delay damages will not be required.
- All permits (environmental, labor, structural, electrical, etc.) will be provided by others.
- Dust control is by others. SCS can provide this service with an adjustment in our price.
- The Owner is responsible for identifying all underground facilities including pipelines, conduits, ducts, cables, wires, manholes, vaults, utilities, tanks, tunnels, product lines, etc.



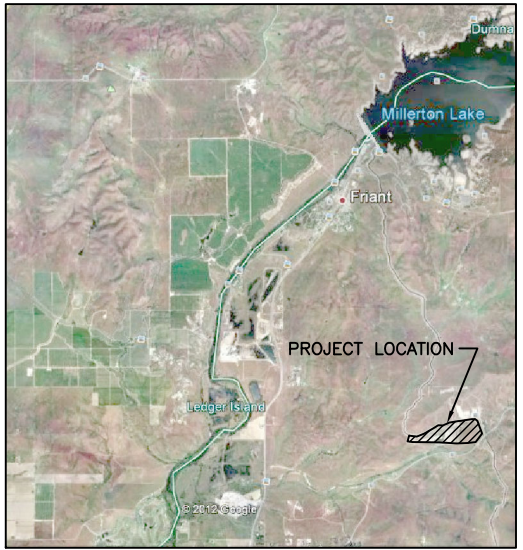
- At no time shall the title of any hazardous substances, solid wastes, petroleum contaminated or other regulated substances pass to SCS, nor shall any provision of an ensuing Agreement between SCS and the Client be interpreted to permit SCS to assume the status of "generator," "transporter," or "treatment, storage or disposal facility" under state or federal law.
- This proposal is considered confidential and proprietary and may not be disclosed to third parties without the prior written approval of SCS.
- Back fill dirt and water (if needed) are available for use on-site to SCS free of charge.
- The prices detailed are not stand-alone; if items are to be installed separately, SCS reserves the right to modify its prices.
- This work can be performed in one mobilization.
-
- The owner is responsible for notifying contractor of any risks at the site and all environmental, safety and health procedures required by any applicable federal, state, and/or local law, regulation, and/or order.
- This proposal does not include monitoring or logging for asbestoses regulations, during drilling activities

2021 LFG EXTRACTION WELL REPLACEMENT CLOVIS LANDFILL

LOCATION MAP
N.T.S.



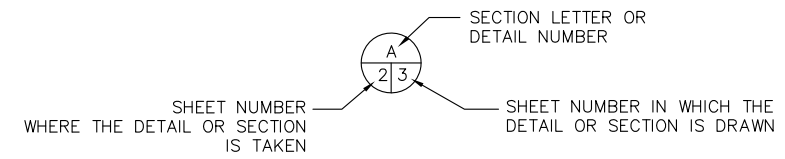
VICINITY MAP
N.T.S.



INDEX OF SHEETS

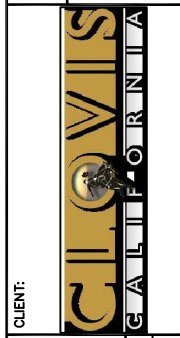
DRAWING NO.	DESCRIPTION
1	TITLE SHEET - LOCATION MAP
2	LFG PLAN
3	LFG WELL AND MISC. SECTIONS & DETAILS
4	OTHER DETAILS & BASE-LINER EXHIBIT
5	SPECIFICATIONS

DETAIL AND SECTION LABELING CONVENTION



NO.	REVISION	DATE

SHEET TITLE:	TITLE SHEET - LOCATION MAP
PROJECT TITLE:	LFG EXTRACTION WELL REPLACEMENT CITY OF CLOVIS LANDFILL CLOVIS, CALIFORNIA



SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
3117 RIE CIRCLE, SUITE 108
SACRAMENTO, CA 95827
(916) 381-1291 FAX (916) 381-1299

PROJECT NO. 012024235.04.T1
DATE: 01/20/2021
APP. BY: ME/ATV
CHK. BY: MED
WLM

DATE:	06-23-21
SCALE:	AS SHOWN
SHEET:	232

PRELIMINARY
NOT FOR CONSTRUCTION

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LFG EXTRACTION WELL SCHEDULE

WELL NO.	WELL LOCATION		APPROXIMATE SURFACE ELEVATION (1-1-2021 TOPOGRAPHY) (FT. MSL.)	LINER ELEVATION (FT. MSL.)	DEPTH TO LINER (FT)	WELL DEPTH (FT)	BOTTOM OF BOREHOLE (FT-MSL)	6" SOLID PIPE LENGTH BELOW GROUND (FT)	6" PERFORATED PIPE BELOW GROUND LENGTH (FT)	6" CASING STICK-UP LENGTH (FT)	REMARKS
	LOCAL X	LOCAL Y									
LFG 6R	6730.32	4293.40	510	396	114	86.0	423	20	66	3	LINER
LFG 7R	6487.38	4144.83	490	398	92	69.0	420	20	49	3	LINER
LFG 9R	6640.88	3838.48	508	382	126	95.0	412	20	75	3	LINER
LFG 12R	6727.38	3916.21	509.5	386	123.5	93.0	415.5	20	73	3	LINER
LFG 13R	6760.30	4186.44	510	405	105	79.0	430	20	59	3	LINER

EXTRACTION WELL NOTES:

- CONTRACTOR, THEIR DRILLER, AND CQA PERSONNEL MUST INDIVIDUALLY VERIFY EXISTING GROUND ELEVATION PRIOR TO DRILLING ANY WELL. SHOULD THEIR BE A DISCREPANCY IN WELL LOCATION AND/OR DEPTH, CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY TO REVIEW FINDINGS; AND, AWAIT ENGINEER DIRECTION AND APPROVAL OF NEW LOCATION(S) AND/OR DEPTHS PRIOR TO DRILLING IN WELL LOCATION(S).
- WELLS COMPLETED UNDER THE CONTRACT SHALL HAVE NO LESS THAN 20- FEET OF SOLID HDPE CASING PRIOR TO PERFORATED SECTION.
- BORING DEPTH ACCOMMODATES WELL DEPTH PLUS AN ADDITIONAL FOOT BELOW WELL AS SHOWN ON THE LFG EXTRACTION WELL DETAIL.
- GROUND SURFACE SHOWN IS TAKEN FROM THE 1/1/21 AERIAL TOPOGRAPHY PROVIDED BY AERIAL PHOTOMAPPING SERVICES, CLOVIS, CALIFORNIA.
- LINER ELEVATION REPRESENTS TOP OF BASE-LINER CONTAINMENT SYSTEM AND WAS PROVIDED BY THE CITY FOR USE IN THIS DESIGN.

DESIGN FIRM QA/QC REVIEWER ACKNOWLEDGEMENT:

PRINT NAME _____ SIGNATURE _____ DATE _____

DESIGN FIRM PROJECT MANAGER ACKNOWLEDGEMENT:

PRINT NAME _____ SIGNATURE _____ DATE _____

CQA INSPECTOR:

PRINT NAME _____ SIGNATURE _____ DATE _____

SURVEYOR ACKNOWLEDGEMENT:

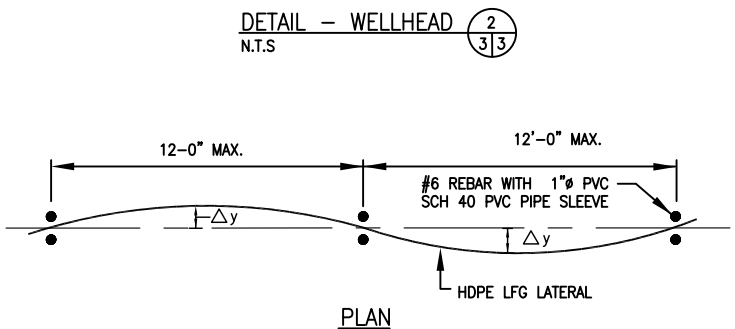
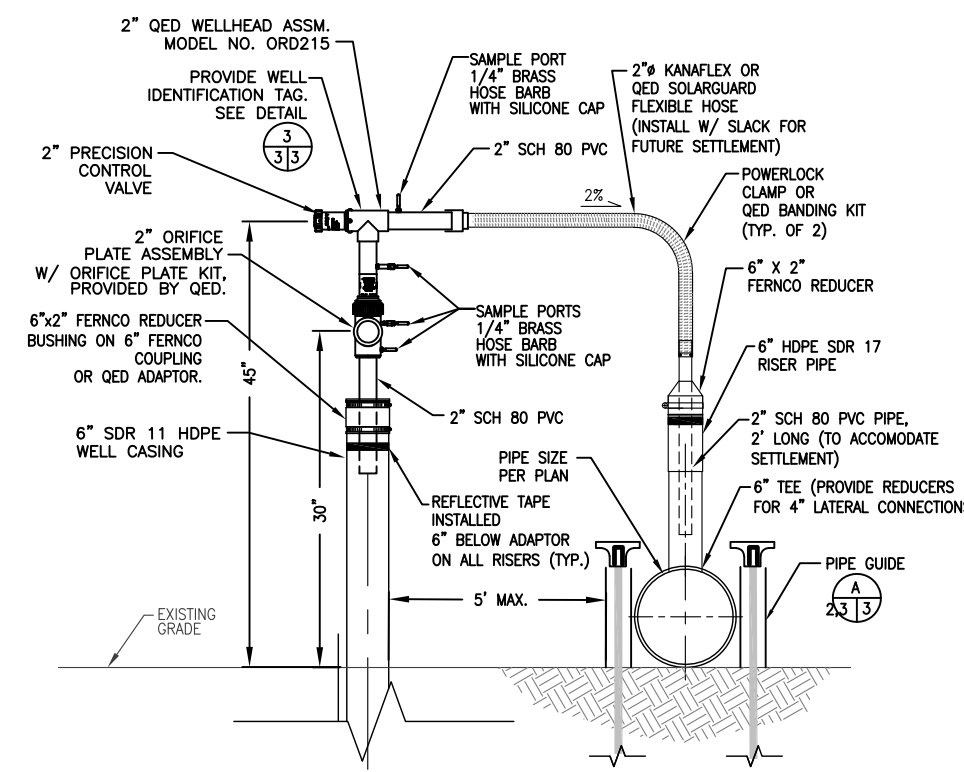
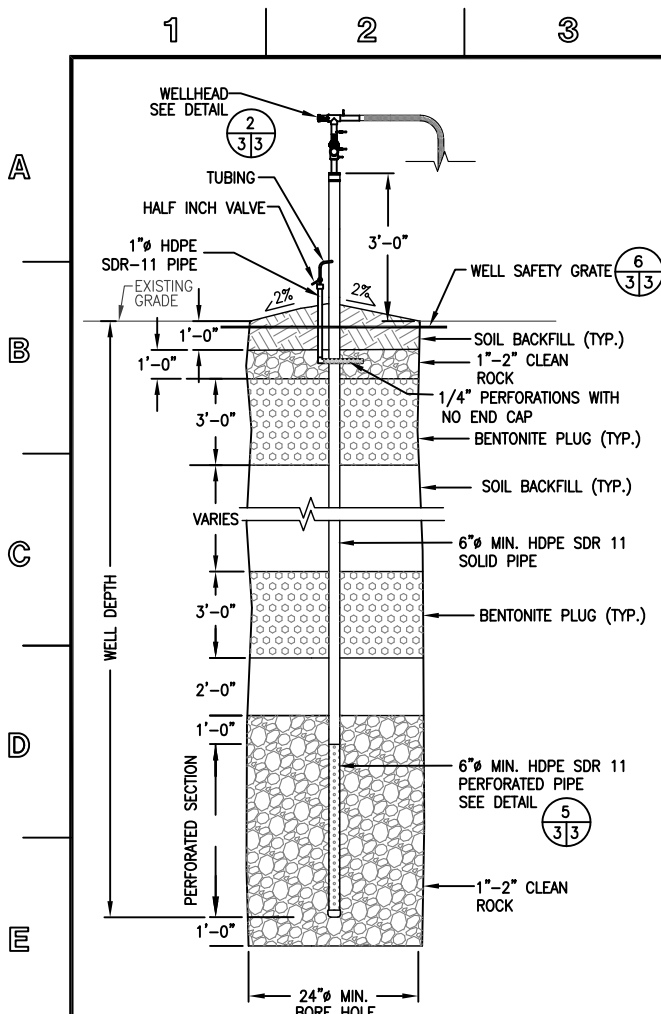
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DRILLER ACKNOWLEDGEMENT:

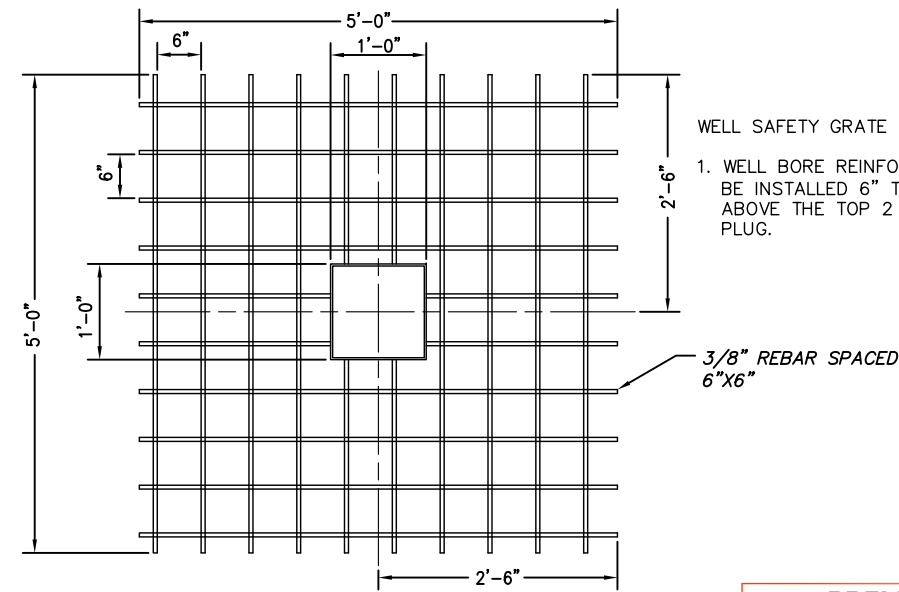
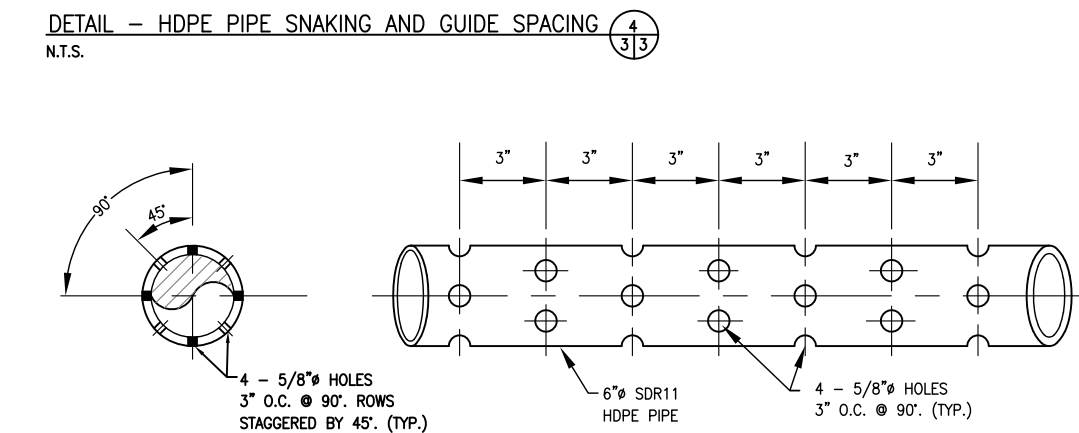
PRINT NAME _____ SIGNATURE _____ DATE _____

WELL SCHEDULE ACKNOWLEDGEMENTS: THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS REVIEWED THE ABOVE WELL SCHEDULE DATA AND BELIEVES THE INFORMATION TO BE CORRECT TO THE BEST OF HIS/HER KNOWLEDGE AND HAS NOTIFIED THE ENGINEER OF DISCREPANCIES OR OMISSIONS.

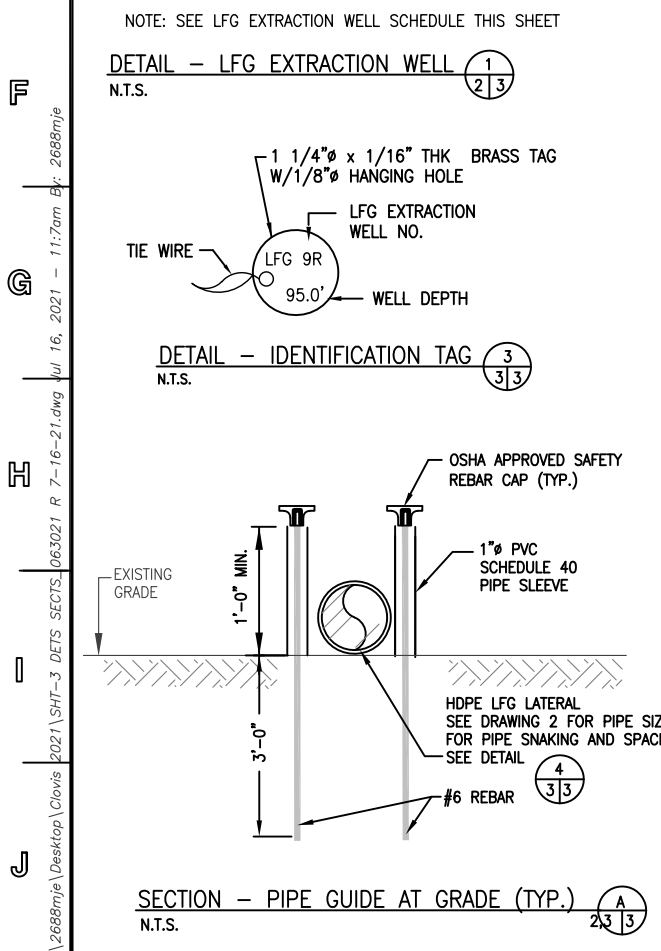
WARNING: WELLS TO BE CONSTRUCTED UNDER THIS CONTRACT ARE LOCATED OVER A GEOSYNTHETIC BASE-LINER SYSTEM. GIVEN THAT, UNDER NO CIRCUMSTANCES SHALL DRILLING ACTIVITIES BEGIN WITHOUT PROVIDING THE ABOVE SIGNATURES. ANY CHANGES TO WELL LOCATIONS OR DEPTHS SHALL REQUIRE THESE SIGNATURES TO BE OBTAINED AGAIN. CONTRACTOR SHALL GET WRITTEN AUTHORIZATION FROM OWNER AND ENGINEER PRIOR TO DRILLING.



NOTES:
1. Δy VARIES BETWEEN 0" TO 18" DEPENDING ON THE OUTSIDE TEMPERATURE (0" @ 60°F AND 18" @ 110°F)
2. DUE TO THERMAL EXPANSION AND CONTRACTION OF HDPE PIPE, LFG PIPE SHALL BE INSTALLED IN A SNAKED POSITION. CONTRACTOR SHALL MAKE ALLOWANCE FOR EXTRA LENGTH OF PIPE.



WELL SAFETY GRATE NOTES:
1. WELL BORE REINFORCEMENT GRATE TO BE INSTALLED 6" TO 24" BELOW GRADE, ABOVE THE TOP 2 FOOT BENTONITE PLUG.

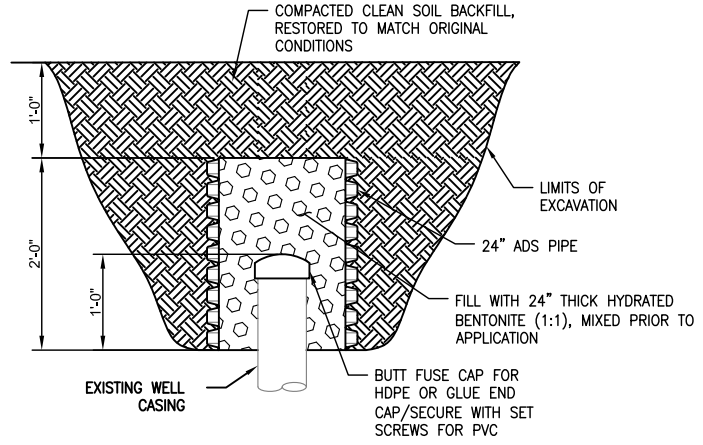


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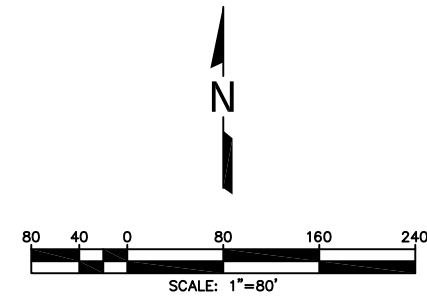
CLIENT: CITY OF CLOVIS, CALIFORNIA
PROJECT TITLE: LFG EXTRACTION WELL REPLACEMENT CITY OF CLOVIS LANDFILL CLOVIS, CALIFORNIA
SHEET TITLE: LFG WELL AND MISC. SECTIONS & DETAILS
DATE: 06-23-21
SCALE: AS SHOWN
SHEET: 234

PRELIMINARY
NOT FOR CONSTRUCTION

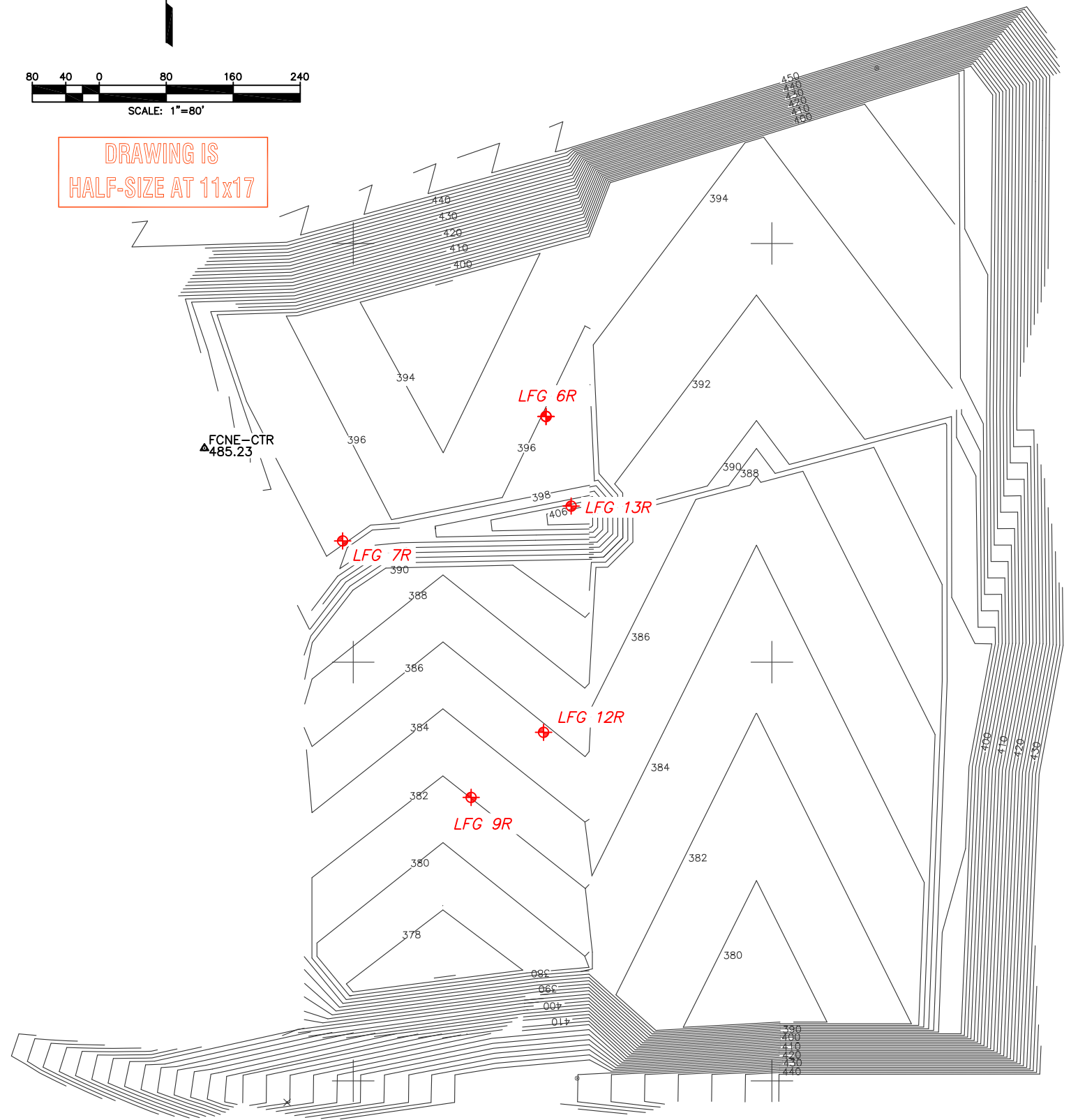
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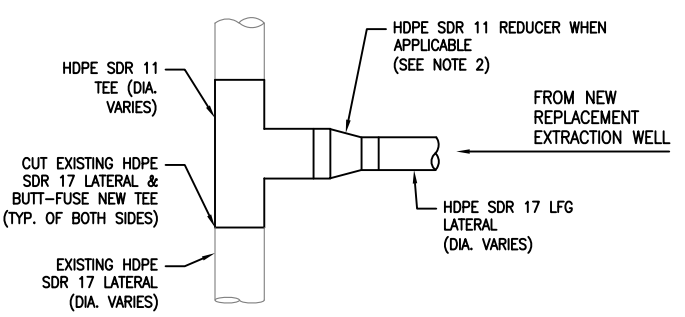
- NOTES:**
1. ALL ABOVE GRADE PIPING SHALL BE REMOVED AND REMAINING BELOW GRADE PIPE CAPPED. EXCAVATION SHALL BE BACKFILLED WITH CLEAN SOIL.
 2. CAPS FOR PVC CASINGS SHALL BE GLUED AND SECURED WITH 4 LAG SCREWS. CAPS FOR HDPE CASINGS SHALL BE FUSED.
 3. WELLHEAD SHALL BE REMOVED AND REUSED WHERE POSSIBLE OR STORED IN A LOCATION APPROVED BY OWNER UNLESS DIRECTED OTHERWISE.



DRAWING IS
HALF-SIZE AT 11x17



DETAIL - WELL ABANDONMENT 7
N.T.S. 2 4



- NOTES:**
1. MOLDED HDPE TEES SHALL BE INSTALLED FOR ALL TIE-INS OF LATERALS TO HEADER 12" AND SMALLER. TEE SHALL BE ANGLED TO MAINTAIN SLOPE INTO THE HEADER AS SHOWN IN SECTION VIEW.
 2. CONSECUTIVE SIZE REDUCERS SHALL BE USED TO TRANSITION FROM THE MOLDED TEE TO THE LFG LATERAL. FOR EXAMPLE, TO TRANSITION FROM A 12" TEE, A 12"x10" REDUCER, 10"x8" REDUCER, AND 8"x6" REDUCER SHALL BE INSTALLED.
 3. PLACE SAND OR CLEAN SOIL AROUND LATERAL WHEN NEEDED FOR ANCHOR.

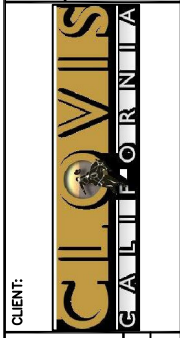
DETAIL - LATERAL TIE-IN W/ TEE 8
N.T.S. 2 4

PLAN - LFG REPLACEMENT WELL/BASE-LINER EXHIBIT
SCALE: AS SHOWN

PRELIMINARY
NOT FOR CONSTRUCTION

NO.	REVISION	DATE

SHEET TITLE: OTHER DETAILS & BASE-LINER EXHIBIT
PROJECT TITLE: LFG EXTRACTION WELL REPLACEMENT
CITY OF CLOVIS LANDFILL
CLOVIS, CALIFORNIA



CLIENT: GILOVIS CALIFORNIA
SCS ENGINEERS ENVIRONMENTAL CONSULTANTS
FILE NO. 01704235_04_T1
DATE: 06-23-21
SCALE: AS SHOWN
SHEET: 235

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MATERIAL SPECIFICATIONS:

All materials shall be of new stock, of the highest grade available, free from defects and imperfections, of recent manufacture, and unused. These materials shall conform to the following requirements:

1) PIPE AND FITTINGS (HEADERS AND LATERALS):

a) High Density Polyethylene (HDPE) Pipe and Fittings:

All HDPE pipe and fittings shall be made from a high density, extra molecular weight polyethylene resin, conforming to ASTM D1248-16 (Type III, Class C). Minimum cell classification values shall be PE 345434C, as referenced in ASTM D3350-14. The standard dimension ratio (SDR) for HDPE pipe and fittings shall be 17 unless shown otherwise. Existing HDPE pipe and fittings may be reused at the Client's discretion, or as indicated on this design.

Fittings shall be butt-fusion type, meeting the requirements of ASTM D3261-16. All fittings shall be rated to match the pipes to which they are fused. Flanges shall be compatible for use with HDPE piping to be used for the work. Connections of laterals to existing header or lateral may be completed by electrofusion (for below-grade applications) and branch saddles if the size difference in diameter is 2 diameters, and if approved by the Client.

b) PVC Pipe and Fittings (As Applicable):

PVC pipe and fittings shall be Schedule 40 unless shown otherwise; conforming to ASTM D1785-21, D2564-20, and D2466-21, and shall have been approved by the National Sanitation Foundation (NSF). PVC pipe shall be bell end, fittings shall be socket type.

2) PIPE JOINING:

a) HDPE pipe to pipe fitting joints shall be made by means of thermal butt-fusion. HDPE pipes, fittings and flanged connections to be joined by thermal butt-fusion shall be of the same type, grade, and class of polyethylene compound and supplied by the same raw material supplier. HDPE fittings may be completed by electrofusion and couplers (for below grade applications), if acceptable to the client, and sizes of pipes to be joined meet specification 1) a) above.

b) PVC Pipe (If applicable)

- i) Except where noted, PVC pipe shall be joined by solvent cementing.
- ii) Joining of pipes shall be in accordance with the manufacturer's recommendations.

3) VALVES (If applicable):

All valves shall be of manufacture and model which are easily replaceable.

a) PVC Gate Valves:

PVC gate valves shall be socket type, manufactured of the same PVC Type I, Grade 1 moldings as fittings to assure compatibility. The valve stem shall be non-rising type and over sized to provide added strength to resist distortion or cracking during heavy usage. The wedge or gate, shall be top quality polypropylene material for positive sealing and smooth operation. EPDM 'O' rings shall be used at the stem and bonnet nut to eliminate the need for continue retightening. Valves shall be manufactured by Chemtrol, Asahi/America, or approved equal.

b) PVC Labcock Valves:

Gas sampling valves shall be 1/4-inch PVC labcock valves. Valve seat and seals shall be EPDM. Valves shall have 1/4-inch MPT on one end, and a hose barb connection on the other, and shall be manufactured by Asahi/America, or approved equal.

c) PVC Butterfly Valves:

PVC butterfly valves shall have PVC wafer-style, single piece body design rated at 150 psig bubble tight shut-off. Body and disc shall be molded of PVC Type I, Grade 1, cell classification conforming to ASTM D1784-20. The shaft shall be 416 stainless steel and blowout proof. Elastomeric liner shall have an integrally molded flange face seal. Liner and 'O' ring shall be EPDM. All valves shall have PVC molded liner and integrally molded position stop. Valves shall be hand-lever operated (for applications of 8-inch diameter or less) and shall be manufactured by Chemtrol, Asahi/America, or approved equal.

4) LANDFILL GAS (LFG) EXTRACTION WELLS:

a) **LFG EXTRACTION WELLS TO BE CONSTRUCTED FOR THE WORK ARE LOCATED OVER A BASE-LINER SYSTEM. CONTRACTOR SHALL CONFIRM EACH WELL LOCATION AND SIGN THE WELL SCHEDULE WITH OTHER PROJECT PARTICIPANTS PRIOR TO CONSTRUCTING WELLS UNDER THIS CONTRACT. SHOULD THE CONTRACTOR FIND DISCREPANCIES WITH WELL LOCATIONS OR OTHER DESIGNED ELEMENT, HE/SHE SHALL CONTACT THE ENGINEER IMMEDIATELY TO REVIEW FINDINGS PRIOR TO CONSTRUCTING LFG WELLS OR ELEMENT. SHOULD ANY DESIGN CHANGES BE REQUIRED TO WELL LOCATION(S) UNDER THIS CONTRACT, PROJECT PARTICIPANTS WILL BE REQUIRED TO SIGN A REVISED WELL SCHEDULE.**

b) Abandonment of well bore shall be considered when the integrity of the well bore is questionable, subsurface liquids are encountered, or drilling advancement ceases. The Engineer shall be notified immediately upon encountering such conditions, and the City (Owner) shall have sole authority in the decision to abandon the well bore or revise well completion details.

c) Extraction Well HDPE pipe and fittings used for well casing construction shall be SDR 11.

d) The perforated section of the casing shall have four, 5/8-inch diameter holes spaced at 90 degree increments around the circumference of the pipe on 3-inches on-center (OC) along the perforated length. Adjacent rows of perforations shall be staggered by 45 degrees.

e) The bore for the well shall be vertical, and the well casing shall be installed and plumbed as shown on the Contract Drawings. The Contractor shall take all necessary precautions to maintain the well casings vertically plumbed during backfilling of the borehole. If well casings are installed out of plumb, the Contractor shall correct the alignment at his/her own expense.

f) The borehole backfilling and completion shall be as shown on the Contract Drawings.

g) The Contractor shall coordinate with the Client to have the City's surveyor locate all wells shown on the contract design prior to commencing drilling activities-- No exceptions to this surveying requirement will be made, unless otherwise directed by the City.

5) FLEXIBLE CONNECTORS:

Flexible connectors used for wellhead to LFG laterals shall be Kanaflex Series 101PS, or approved equal. Flex connector bend radius shall be, at a minimum 1.5 times the diameter of the hose. In no case, shall the flexible connector from the LFG well to the connecting lateral or header exceed 5-foot spacing.

6) GRAVEL:

Gravel shall consist of hard, durable stone, essentially free from loam and clay, uniformly graded in accordance with ASTM C136/C136M-19 and contain no stone having any dimension greater than 2-inches. The grading of sizes and material shall be such that the gravel may be thoroughly consolidated. The grading shall conform to the following requirements:

SIEVE SIZE	PERCENT PASSING
2 inches	100
1 inch	95
3/4 inch	0-5

7) BENTONITE:

Bentonite seals shall be placed and sized as specified on the Contract Drawings. The seals shall consist of Wyoming bentonite in 3/8 to 3/4-inch chip or pellet form. Contractor may also use Bentonite Mesh (8-Mesh PDS Granular Seal or Baroid Benseal), for bentonite seals in lieu of the above product. Bentonite to water ratio shall be 5 gallons per sack, or as specified by the manufacturer. Material may be installed directly and hydrated in place. Contractor shall allow for bentonite seals to set-up prior to backfilling with soil, as specified by the product manufacturer or no less than 10 minutes.

8) WELLHEAD ASSEMBLY:

The new wells shall be equipped with QED wellhead assemblies, as shown on the Contract Drawings and specified herein.

- a) Valves, flex connectors, and labcocks shall be as specified herein.
- b) The wellhead shall be constructed as shown on the Contract Drawings.
- c) 2" SCH 80 PVC cap to be dry fitted (DO NOT GLUE), if applicable.
- d) Drill and tap pipe on both sides of valve to receive 1/4-inch labcocks (if applicable).
- e) Provided with an Interchangeable Orifice Plate Kit (Provided by Wellhead manufacturer).

The Contractor should order all ancillary wellhead components from QED, for ease of installation.

9) LFG WELL ABANDONMENT:

LFG Wells scheduled for abandonment under the Contract Work, as shown on the Contract Drawings, shall be completed as specified herein.

- a) Excavate to 3-foot (min.) below grade, cut existing well casing, and butt-fuse SDR 11 cap.
- b) Place 2-foot section of 24-inch diameter ADS pipe around well to be abandoned (at 3-foot below grade); and fill entire (2) foot section with a 24-inch thick hydrated bentonite plug (1:1, water to bentonite) mixed prior to application.
- c) Backfill entire excavated area with compacted clean soil backfill and restore to match original ground surface conditions.

GENERAL NOTES:

1) Existing grades:

The Contract Drawings depict surface elevations on the date of the last annual fly over. Maintenance activities, re-grading, refuse filling, and routine settlement may have occurred since that survey.

2) The Contractor shall base all measurements, both horizontal and vertical, from established benchmarks. The Contractor is responsible for field verification of all dimensions and conditions at the job site. The Contractor must verify the ground surface elevation of all well locations via licensed land surveyor (LLS) prior to performing drilling operations. Contractor shall procure LLS to conduct survey or survey may be performed by the City of Clovis Surveyor, at the discretion of the City.

3) The Contractor shall verify the locations of all existing utilities in the area. Unless shown otherwise, all existing utilities shall be left in place and the Contractor shall conduct his/her operations in such a manner that the utilities are protected at all times. In cases where utilities are damaged, the Contractor shall replace them to their original locations or as directed by the Engineer, without cost to The City of Clovis (Owner).

4) The Contractor shall dispose of surplus materials, waste products, and debris, and shall make necessary arrangements for such disposal. All construction spoils (which includes landfill trash, material that is mixed with landfill trash, material that has contacted landfill trash, or odorous material that is removed from well bores and/or trenches) shall not be stockpiled on site. All construction spoils shall be deposited directly into a truck or trailer bed, which shall be hauled and disposed of on the active face of the landfill.

5) The Contractor shall solely be responsible for furnishing, erecting, maintaining, and removing all the protective barriers (i.e., construction fencing), signs, temporary lighting, etc., required for the protection of persons and property.

6) Above grade LFG header/lateral:

The Contractor shall maintain a minimum of 3 percent slope along all above grade LFG header and laterals, unless directed otherwise by the City.

Below grade header/lateral:

The Contractor shall maintain a minimum 3 percent slope for below grade LFG header and laterals when the condensate will be flowing in the direction of the LFG and a minimum of 5 percent for any pipes in which the condensate will flow opposite the direction of the LFG.

7) The Contractor will be responsible for dust and noise control related to his/her operations during performance of the Contract Work.

8) The LFG header or lateral alignment shall be staked out by the Contractor and approved by the Engineer. Adjustments to the alignment may be required to suit field conditions. Contractor to protect in place the existing above and below grade laterals during construction. If existing piping needs to be temporarily relocated during construction, the Contractor shall coordinate with the City (Owner) or Engineer.

9) Record Drawings:

The Contractor or their approved representative shall prepare and submit to the City of Clovis, clean copy of a marked-up (in red) set of Contract Drawings depicting all changes and modifications made during the construction. This may be in the form of a finalized As-Built Drawing prepared for the construction certification report (CCR). Final surveyed locations of wells and piping installed for the work shall be provided by the Contractor by his/her Surveyor. Contractor must coordinate final Record Drawing surveying with the City so as not to disrupt landfill operations or schedule City Surveyor, if acceptable to the Client, to obtain this information for use in the CCR.

10) Site Restoration:

Intermediate and final cover systems and roadways disturbed during the construction shall be restored in-kind by the Contractor. Restoration of final cover systems shall be in accordance with the Landfill Closure Plan, CQA Plan, and closure construction plans; the Contractor shall obtain and review these documents prior to the start of Contract Work. The finish surface of landscaped areas disturbed by construction operations shall be seeded using an appropriate local seed mix.

SAFETY AND PROTECTION:

1) The Contractor is advised that the proposed work for the replacement of LFG extraction wells will be performed on active landfill area(s). Excavation into waste, contact with refuse, exposure to landfill gas, and confined space entry may be required. The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall comply with all Federal, State, and Local Safety Codes, Ordinances, and Regulations, including the requirements of the Occupational Safety and Health Administration (OSHA), the Division of Industrial Safety, and other such safety measures as may be required by the above mentioned regulatory agencies when the work is being done on the landfill or any identified landfill area.

2) The Contractor shall prepare and make available for on-site reference, a qualified, Site-Specific Health and Safety Plan (SSHSP) in accordance with Code of Federal Regulations sections 29 1910.120 (29 CFR 1910.120) and 1926 (29 CFR 1926) and the safety provisions as outlined in the Solid Waste Association of North America "Compilation of LFG Laboratory and Field Practices and Procedures", current version.

3) Landfill gas is colorless, can be odorless, may contain hydrogen sulfide, is combustible, and contains no oxygen. Landfill gas can also migrate through soil near the landfill. The Contractor is therefore advised of the need for precautions against fire, explosion, and asphyxiation when working on or near refuse-filled areas.

4) First aid facilities conforming at least to the minimum requirements of OSHA shall be provided in a readily accessible location or locations.

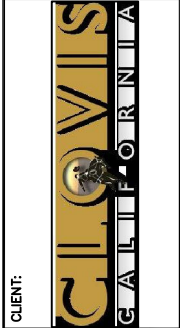
5) The Contractor shall be prepared to respond to potential injuries, illnesses, or situations of imminent hazard to employees or public health and safety. Personnel from local medical facilities shall be contacted in case of medical need, and the quickest route to these facilities shall be determined in advance and included in the Contractor's SSHSP).

6) Any trenching, excavation, or other work below grade is subject to gas infiltration from the soil, which could create a potential hazard to personnel. Special safety precautions shall be employed. The Contractor shall be responsible for obtaining all required permits, including trenching permit, if applicable, required by Cal OSHA.

PRELIMINARY
NOT FOR CONSTRUCTION

DATE	REVISION	NO.

SHEET TITLE: SPECIFICATIONS
PROJECT TITLE: LFG EXTRACTION WELL REPLACEMENT CITY OF CLOVIS/LANDFILL CLOVIS, CALIFORNIA



SCS ENGINEERS
ENVIRONMENTAL CONSULTANTS
1000 N. GARDNER ST., SUITE 100
CLOVIS, CA 93611
(916) 361-1200 FAX (916) 361-1209
FAX NO. 01204235/04 T1
OSHA: WLM
APP. BY: MED
DATE: 06-24-21
SCALE: AS SHOWN
SHEET: 5 236

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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 7, 2021

SUBJECT: Consider Approval - Res. 21-____, Adoption of the City of Clovis 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds.

Staff: Andrew Haussler, Community and Economic Development Director

Recommendation: Approve

ATTACHMENTS: 1. Resolution
2. 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER)

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve a resolution adopting the City of Clovis 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER) for expenditure of Community Development Block Grant Funds.

EXECUTIVE SUMMARY

The U. S. Department of Housing and Urban Development (HUD) requires the City to adopt the attached 2020-2021 CAPER reporting on the expenditure of Community Development Block Grant Funds.

BACKGROUND

As an entitlement city for the purpose of receiving Community Development Block Grant Funds from HUD, Clovis must adopt a CAPER which reports on the status of CDBG projects and on the expenditure of funds for the previous funding year.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

HUD requires the City Council to adopt a CAPER each year reporting on the previous year's activity in completing CDBG projects and expending funds. The recommended action meets HUD's requirements to receive CDBG funds as an entitlement city.

ACTIONS FOLLOWING APPROVAL

The 2020-2021 CAPER and Resolution will be submitted to HUD.

Prepared by: Andrew Haussler, Community & Economic Development Director

Reviewed by: City Manager 

RESOLUTION 21-

**A RESOLUTION OF THE CITY COUNCIL OF CLOVIS ADOPTING
THE 2020-2021 CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT**

WHEREAS, the City Council of the City of Clovis is a U. S. Department of Housing and Urban Development (HUD) entitlement city for the purpose of receiving Community Development Block Grant funds; and

WHEREAS, HUD requires the City of Clovis to adopt a Consolidated Annual Performance and Evaluation Report (CAPER) to report on the 2020-2021 project year's activity in completing CDBG projects and expending funds.

NOW, THEREFORE, BE IT RESOLVED that the Clovis City Council approves and adopts the 2020-2021 CAPER.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the 7th day of September, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: September 7, 2020

Mayor

City Clerk

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Clovis made significant progress on all goals identified in the 2016-2020 Consolidated Plan, as detailed in the charts below. Program Year 2020 was the fourth year of the City's 2016-2020 Consolidated Plan. Some highlights of the program year include:

Home Rehabilitation Grant Program: Rehabilitation work completed during the program year to preserve Clovis' affordable housing stock for low-income, owner-occupied households. Rehabilitation measures were completed for 36 households.

Area-Based Policing: During the program year, the City employed an additional Community Service Officer tasked with implementing this activity focused solely on low to moderate income census tracts as designated by HUD. The CDBG funding allowed the City to add this new position to provide enhanced services and would not exist if not for the CDBG funding. This position provided 2,491 individual services in the LMI census tracts including written warnings and citations, shopping cart removal, graffiti abatement, vehicles being towed, site inspections, illegal sign removal, and responding to and resolving Community Resource Management (CRM) complaints. The officer also provide resources to residents for various programs including housing rehabilitation programs, social services, and mental health services. This resulted in low to moderate income census tracts being in better condition and access to services than the City would otherwise be able to provide which improved the quality of life and opportunities for low and moderate income residents in the City of Clovis.

Capital Improvement Projects: During the program year the City utilized CDBG funds for the purpose of making ADA curb-cut and ramp improvements at various locations throughout the City. This resulted in increased accessibility for the 12,319 disabled persons in Clovis. In addition, design was started for the reconstruction of an alley between Gettysburg and Norwich Avenues.

CDBG-CV funds: Clovis received an allocation of \$1,043,748 in CDBG-CV funds. The funds were divided between two programs, both intended to prevent, respond to and prepare for COVID-19. The programs are:

Emergency Housing Payment Program – This program provided up to 3 months of rent or mortgage payments for those who have suffered a COVID related income loss. All funds were expended during the 2020-21 program year. A total of 234 households were assisted.

Senior Meals Program – This program provided meals once a week to Clovis seniors (65 and older) who were at an increased risk of COVID due to age. 52 restaurants participated providing meals to 840 Clovis seniors. Clovis Senior Center staff have delivered approximately 24,000 meals.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing	CDBG: \$109,104	Homeowner Housing Rehabilitated	Household Housing Unit	330	331	100.30%	28	36	128.57%
Code Enforcement	Non-Housing Community Development	CDBG: \$112,503	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	19255	44185	229.47%	19255	24930	129.47%
Economic Development	Non-Housing Community Development	CDBG: \$41,083	Businesses assisted	Businesses Assisted	8	19	237.50%	7	11	157.14%

Public Facilities	Non-Housing Community Development	CDBG: \$71,420.21	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	30000	43921	146.40%	15801	0	0.00%
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Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All activities implemented during this program year were identified through the city’s Citizen Participation Planning process when creating the Consolidated Plan. All activities completed during this program year were determined to meet a high priority identified in the Consolidated Plan.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	19,583
Black or African American	825
Asian	1,904
American Indian or American Native	334
Native Hawaiian or Other Pacific Islander	61
Other	3,037
Total	25,744
Hispanic	6,320
Not Hispanic	19,424

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Racial and ethnic status was tracked for all activities, and is reflected on the chart above. 36 of the persons assisted were through the home rehabilitation grant program, and their racial and ethnic demographics were taken from each households program application for assistance.

The remaining persons received an area-wide benefit, and their racial and ethnic demographics were taken from the LMI census tracts/block groups in which activities were completed.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG 2020	public - federal	749,910	342,755
CDBG Previous	Public - federal	508,354	408,354
CDBG-CV	public - federal	1,043,748	1,043,748

Table 3 - Resources Made Available

Narrative

Expenditure totals include amounts both CDBG PY2020 and prior years as well as CDBG-CV expenditures.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

The Consolidated Plan did not identify any targeted areas. Instead, Clovis spread resources throughout the City, which resulted in a 100% LMI benefit.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

There is no matching requirement for CDBG. However, the City did utilize non-CDBG funds for affordable housing projects. Two Habitat for Humanity homes were began construction during the planning period. The City donated both parcels of land to Habitat for Humanity Greater Fresno Area which had been previously acquired using redevelopment agency funds. In addition, the City provided a down-payment assistance loans to the future buyers in the amount of \$100,000, or \$50,000 per a home. Redevelopment agency funds were also used for this loan.

During this program year the City implemented an Affordable Housing Development Impact Fee Reduction program. Through the program the City provided \$1,000,000 grant to the Fresno County Housing Authority for the construction of a 60-unit apartment complex in Clovis to be occupied by LMI tenants. Construction was completed in June of 2021 and leasing has commenced. The City also provided a \$300,000 grant to a non-profit developer for 75 units of supportive housing. Construction on this project began in the spring of 2021 and is expected to be complete in 2022. This is the first supportive housing project in Clovis. Both of these grants were funded with redevelopment agency funds.

The City also applied for and committed funds \$1,200,000 from the State of California Permanent Local Housing Allocation program to a 59 unit affordable multi-family development. The project is seeking state and federal tax credits for full funding. If successful construction should begin in 2022.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	28	60
Number of Special-Needs households to be provided affordable housing units	0	0
Total	28	60

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	234
Number of households supported through The Production of New Units	0	60
Number of households supported through Rehab of Existing Units	28	79
Number of households supported through Acquisition of Existing Units	0	0
Total	28	373

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The allocation of CDBG-CV allowed the City to support households with rental and mortgage assistance (234) with funds to address loss of income due to COVID-19. The City was also able to exceed its goals for housing rehabilitation and celebrated the opening of a Fresno County Housing Authority multi-family rental affordable project that provided 60 additional units.

Discuss how these outcomes will impact future annual action plans.

The demand for the home repair program is high, which will likely result in the continuation of the activity at a high level. Rental and mortgage support has remained a large need but CDBG-CV funding has been exhausted. The City has been connection households in need to other CARES Act/Stimulus programs. The City is continuing to seek funding for additional multi-family projects including permanenet supportive housing. CDBG funds are not ideal for development purposes but CDBG funds often are used to improve the surrounding neighborhoods.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	398	0
Low-income	128	0
Moderate-income	12463	0
Total	12989	0

Table 7 – Number of Households Served

Narrative Information

Households participating in limited clientele activities are income-qualified at the time of assistance, area based icomes are tacked based on the LMI data available. 840 senior households were served with the meals-on-wheels program that were assumed to be low income based their age, 234 income qualified households were served with emergency housing assistance and, 12,319 disabled persons were served with accessibility improvements and the balance were for housing rehabilitation and business assistance efforts.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Clovis has no dedicated homeless shelters or services. However, the City is an active supporter and participant in the MAP Point at POV, and those needing services within Clovis are provided an opportunity to utilize the MAP services. Operated by the Poverello Housing (a homeless shelter in neighboring Fresno), MAP (Multi-Agency Access Program) is an integrated intake process that connects individuals facing homelessness, and connects them with housing. In addition, MAP connects those homeless facing challenges with behavioral health, substance abuse, physical health and/or mental health to the appropriate social services.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Clovis does not receive funding for this type of service. However, Clovis is an active member of the Fresno Madera Continuum of Care, which is the organization that acts as the regional planning body to address homeless in the region. In addition, the City of Clovis Development Code allows emergency shelters and transitional housing by-right, in all areas zoned as residential. A Permanent Supportive Housing project is currently being constructed in Clovis. The apartment complex will be called Butterfly Gardens, and it will provide 75 one-bedroom apartments for very low-income persons experiencing homelessness and persons with disabilities. Construction is anticipated to be complete in 2022. The City provided a \$300,000 grant to the project.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Clovis does not currently have permanent supportive housing for those described in this section. However, a PSH project is currently being constructed in Clovis. The apartment complex will be called Butterfly Gardens, and it will provide 75 one-bedroom apartments for very low-income persons experiencing homelessness and persons with disabilities. Construction is anticipated to be complete in 2022. The City provided a \$300,000 grant to the project.

There are group homes in Clovis that provide some of the services described. Clovis residents also have

access to many facilities within Fresno County. In the neighboring city of Fresno, there are over 230 licensed community care facilities with over 4,400 supportive housing beds available for people with health-related conditions.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Clovis has no dedicated homeless shelters or services. However, the City is an active supporter of the MAP Point at POV, and those needing services within Clovis are provided an opportunity to utilize the MAP services. Operated by the Poverello Housing (a homeless shelter in neighboring Fresno), MAP (Multi-Agency Access Program) is an integrated intake process that connects individuals facing homelessness, and connects them with housing. In addition, MAP connects those homeless facing challenges with behavioral health, substance abuse, physical health and/or mental health to the appropriate social services. Also, A Permanent Supportive Housing project is currently being constructed in Clovis. The apartment complex will be called Butterfly Gardens, and it will provide 75 one-bedroom apartments for very low-income persons experiencing homelessness and persons with disabilities. Construction is anticipated to be complete in 2022. The City provided a \$300,000 grant to the project.

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

During this program year the City implemented an Affordable Housing Development Impact Fee Reduction program. Through the program the City provided \$1,000,000 grant to the Fresno County Housing Authority for the construction of a 60-unit apartment complex in Clovis to be occupied by LMI tenants. Construction was completed in June of 2021 and leasing has commenced.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Clovis competes competitively for State HOME funds for the purpose of operating a first-time homebuyer program for LMI households, and advertises this program throughout the City. Clovis received from the State of California for HOME funds in the amount of \$1,000,000. The City is currently awaiting a waiver for per unit subsidy/price purchase limits in order to launch the program. A minimum of 10 low-income homebuyers will be assisted with these funds.

Additionally in June of 2021 the City was notified it had received a \$5,000,000 grant from the State of California CALHome program. A portion of these funds will be used for mortgage assistance. Staff is awaiting the contract and subsequent set-up to launch the program, most likely this will occur in 2022.

Actions taken to provide assistance to troubled PHAs

The Fresno County Housing Authority is not considered to be a troubled PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In its 2015-23 Housing Element, Clovis identified several governmental constraints to the development, maintenance, and improvement of housing and affordable housing, as follows: Zoning Code Amendments, Lot Consolidation and Lot Splits, and Monitoring of Planning and Development Fees. Clovis is working to resolve these constraints, but the process is not quick. Relative to lot splits, Clovis implemented a cottage home (ADU) program that not only allows the development of these homes on lots already containing single-family homes, the City has provided three sets of building plans that can be used free of charge. Originally, the cottage home program was eligible only in the Old Town Clovis area of the City. Recently, City Council approved the city-wide release of the program. In addition, Clovis has partnered with Self-Help Enterprises to provide low-interest loans to income-qualified homeowners for construction of the cottage homes.

Two Habitat for Humanity homes were began construction during the planning period. The City donated both parcels of land to Habitat for Humanity Greater Fresno Area which had been previously acquired using redevelopment agency funds. In addition, the City provided a down-payment assistance loans to the future buyers in the amount of \$100,000, or \$50,000 per a home. Redevelopment agency funds were also used for this loan.

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The City also applied for, and committed funds \$1,200,000, from the State of California Permanent Local Housing Allocation program to a 59 unit affordable multi-family development. The project is seeking state and federal tax credits for full funding. If successful, construction should begin in 2022.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Clovis works to implement the projects described in the action plan. The City has also

pursues additional Federal, State, and private funding, when available, to assist in meeting the underserved needs of Clovis residents. Clovis competes competitively for State HOME funds for the purpose of operating a first-time homebuyer program for LMI households, and advertises this program throughout the City. Clovis received from the State of California for HOME funds in the amount of \$1,000,000. The City is currently awaiting a waiver for per unit subsidy/price purchase limits in order to launch the program. A minimum of 10 low-income homebuyers will be assisted with these funds.

Additionally in June of 2021 the City was notified it had received a \$5,000,000 grant from the State of California CALHome program. A portion of these funds will be used for mortgage assistance. Staff is awaiting the contract and subsequent set-up to launch the program, most likely this will occur in 2022.

The City also applied for and committed funds \$1,200,000 from the State of California Permanent Local Housing Allocation program to a 59 unit affordable multi-family development. The project is seeking state and federal tax credits for full funding. If successful construction should begin in 2022.

Also, during this program year, the City removed all transit fares. Public transit was identified in the City's Analysis of Impediments to Fair Housing Choice as a potential barrier. In order to make the system more available and a feasible option the City of Clovis City Council adopted a zero fare policy in the fall of 2020.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Clovis continues to work with the Fresno County Department of Public Health's Residential Housing and Lead Program when necessary. During the previous program year, staff referred two households to this program who's homes were found to have lead hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Poverty-level families are at constant risk of homelessness. Unfortunately, Clovis does not receive funding specifically for homeless services. However, the City is an active member of the Fresno Madera Continuum of Care, and continues to help Clovis' most vulnerable residents access the services of the region's social service providers. During the program year the City implemented a rental and mortgage assistance program and a meals on wheels program using CDBG-CV funds to address housing uncertainty and hunger issues due to the covid-19 crisis.

The City continued its robust economic development programs which include business attraction, job creation, and coordination with local educational institutions to improve economic conditions in Clovis and the greater region.

Also, during this program year, the City removed all transit fares. Public transit was identified in the City's Analysis of Impediments to Fair Housing Choice as a potential barrier. In order to make the system more available and a feasible option the City of Clovis City Council adopted a

zero fare policy in the fall of 2020.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Clovis staff is responsible for the administration of the CDBG program. Staff takes full advantage of training opportunities including online, local and regional training and works closely with HUD staff and other counterparts in the region.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

During the program year, Clovis maintained memberships and were active participants with the Fresno Madera Continuum of Care and the San Joaquin Valley Housing Collaborative. Two Habitat for Humanity homes were began construction during the planning period. The City donated both parcels of land to Habitat for Humanity Greater Fresno Area which had been previously acquired using redevelopment agency funds. In addition, the City provided a down-payment assistance loans to the future buyers in the amount of \$100,000, or \$50,000 per a home. Redevelopment agency funds were also used for this loan.

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The City also applied for and committed funds \$1,200,000 from the State of California Permanent Local Housing Allocation program to a 59 unit affordable multi-family development. The project is seeking state and federal tax credits for full funding. If successful construction should begin in 2022.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Clovis continues to refer residents who have a fair housing questions/issue to the Fair Housing Council of Central California and works to implement programs in the City's Analysis of Impediments to Fair

Housing Choice.

Also, during this program year, the City removed all transit fares. Public transit was identified in the City's Analysis of Impediments to Fair Housing Choice as a potential barrier. In order to make the system more available and a feasible option the City of Clovis City Council adopted a zero fare policy in the fall of 2020.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Clovis is the lead for monitoring compliance for the CDBG program. The City has established procedures based upon HUD guidelines, technical support publications, and HUD monitoring handbooks to ensure the CDBG program is in compliance with applicable rules and regulations. The City's monitoring ranges from determining income-eligibility, project location eligibility, accounting procedures, and on-site inspections for funded activities.

The City's engineering department monitors the minority business outreach for all CDBG-funded activities.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A notice was published in the Business Journal on August 6, 2021, and gave information about providing comment on the posted draft of the 2019-20 CAPER. The CAPER review and comment period was also advertised on the City of Clovis website and through the City's social media channels. A 15-day comment period was given for the document. The notice also included the date, time, and location of the public hearing relative to the formal adoption of the 2020-21 CAPER. The notice was published in both English and Spanish.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The coronavirus pandemic necessitated the addition of a program objective to prevent, prepare for and respond to COVID. No program objectives were removed.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The coronavirus pandemic necessitated the addition of program objectives to prevent, prepare for and respond to COVID. No program objectives were removed. These programs were completed in the reporting period.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

[BEDI grantees] Describe accomplishments and program outcomes during the last year.



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PGM Year: 2018
Project: 0003 - ADA Ramps
IDIS Activity: 87 - ADA Improvements - Various Locations

Status: Completed 8/25/2020 12:00:00 AM Objective: Create suitable living environments
 Location: 1033 5th St Clovis, CA 93612-1313 Outcome: Availability/accessibility
 Matrix Code: Sidewalks (03L) National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/25/2019

Description:

ADA Improvements for sidewalks and curb cuts at various locations in Clovis.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060062	\$100,000.00	\$0.00	\$100,000.00
Total	Total			\$100,000.00	\$0.00	\$100,000.00

Proposed Accomplishments

People (General) : 19,255

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	9,315	3,059
Black/African American:	0	0	0	0	0	0	398	0
Asian:	0	0	0	0	0	0	924	0
American Indian/Alaskan Native:	0	0	0	0	0	0	152	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	58	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1,472	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	12,319	3,059



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Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	12,319
Non Low Moderate	0	0	0	0
Total	0	0	0	12,319
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2018	Completed ADA Ramps improvements citywide. Assisted 12,319 disabled persons in Clovis as determined by 2017 American Community Survey.	



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Page: 3
 Title: **AGENDA ITEM NO. 21.**

PGM Year: 2019
Project: 0001 - Housing Rehabilitation
IDIS Activity: 91 - Housing Rehabilitation 2019-20
Status: Completed 10/21/2020 12:00:00 AM
Location: 582 W Rialto Ave Clovis, CA 93612-4251
Objective: Provide decent affordable housing
Outcome: Sustainability
Matrix Code: Rehab; Single-Unit Residential (14A) **National Objective:** LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/08/2020

Description:

The Housing Rehabilitation activity will provide grants to low-income, owner-occupied households in Clovis to make repairs to health and/or safety-related deficiencies in the home. Maximum grant amount is \$4,500 per household.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060062	\$158,841.24	\$16,024.74	\$158,841.24
Total	Total			\$158,841.24	\$16,024.74	\$158,841.24

Proposed Accomplishments

Housing Units : 50

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	37	8	0	0	37	8	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	3	0	0	0	3	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	2	2	0	0	2	2	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	43	10	0	0	43	10	0	0



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Female-headed Households: 21 0 21

Income Category:

	Owner	Renter	Total	Person
Extremely Low	31	0	31	0
Low Mod	12	0	12	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	43	0	43	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2019	43 home repair projects were completed for low-income owner-occupied households. A COVID-related shut down of the program kept us from meeting our program goal.	



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PGM Year: 2019
Project: 0002 - ADA Ramps
IDIS Activity: 92 - ADA Improvements 2019-20

Status: Completed 6/21/2021 5:39:54 PM Objective: Create suitable living environments
 Location: 1033 5th St Clovis, CA 93612-1313 Outcome: Availability/accessibility
 Matrix Code: Sidewalks (03L) National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/08/2020

Description:

This activity will provide ADA improvements, including curb cuts, to sidewalks throughout the City of Clovis.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		\$50,090.30	\$0.00	\$0.00
		2014	B14MC060062		\$50,090.30	\$50,090.30
		2015	B15MC060062	\$4,346.49	\$4,346.49	\$4,346.49
		2017	B17MC060062	\$2,345.84	\$2,345.84	\$2,345.84
		2018	B18MC060062	\$3,217.37	\$3,217.37	\$3,217.37
Total	Total			\$60,000.00	\$60,000.00	\$60,000.00

Proposed Accomplishments

People (General) : 11,500

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	9,315	3,059
Black/African American:	0	0	0	0	0	0	398	0
Asian:	0	0	0	0	0	0	924	0
American Indian/Alaskan Native:	0	0	0	0	0	0	152	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	58	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1,472	0



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Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	12,319	3,059

Female-headed Households: 0 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	12,319
Non Low Moderate	0	0	0	0
Total	0	0	0	12,319
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	Completed ADA improvements citywide. This assisted 12,319 disabled persons in Clovis per the American Community Survey. More specifically the project installed sidewalks in a low-income tract connecting a recent Habitat for Humanity project via sidewalks to a major corridor and the neighborhood school.	



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PGM Year: 2019
Project: 0004 - Area-Based Policing
IDIS Activity: 94 - Area-Based Policing 2019-20
Status: Completed 6/30/2020 12:00:00 AM
Location: 1033 5th St Clovis, CA 93612-1313
Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Crime Awareness (05I) **National Objective:** LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/08/2020

Description:

This activity will provide area-based policing services in Clovis' LMI census tracts.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060062	\$103,361.00	\$8,498.80	\$103,361.00
Total	Total			\$103,361.00	\$8,498.80	\$103,361.00

Proposed Accomplishments

People (General) : 25,000
 Total Population in Service Area: 25,825
 Census Tract Percent Low / Mod: 61.96

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2019	Area-based policing services were provided to all LMI census tract block groups in Clovis. Benefiting from this activity were the residents of these census tract block groups.	



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PGM Year: 2019
Project: 0005 - Administration
IDIS Activity: 95 - Administration 2019-20
Status: Completed 6/30/2020 12:00:00 AM
Location: ,
Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/08/2020

Description:

This activity will provide for the administration of Affordable Housing and Community Development projects including those funded with CDBG.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060062	\$126,811.89	\$10,635.51	\$126,811.89
Total	Total			\$126,811.89	\$10,635.51	\$126,811.89

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:					0			



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Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2019
Project: 0006 - Senior Meals on Wheels Program - CV
IDIS Activity: 96 - Senior Meals on Wheels Program - CV
Status: Completed 6/3/2021 12:00:00 AM
Location: 1033 5th St Clovis, CA 93612-1313
Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Senior Services (05A) **National Objective:** LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 10/21/2020

Description:

This public service activity will provide meals to Clovis-area seniors who are isolated due to risk of contracting Coronavirus.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW060062	\$343,748.00	\$343,748.00	\$343,748.00
Total	Total			\$343,748.00	\$343,748.00	\$343,748.00

Proposed Accomplishments

People (General) : 600

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	748	87
Black/African American:	0	0	0	0	0	0	7	0
Asian:	0	0	0	0	0	0	22	1
American Indian/Alaskan Native:	0	0	0	0	0	0	25	7
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	37	16
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	840	111



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Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	223
Low Mod	0	0	0	324
Moderate	0	0	0	144
Non Low Moderate	0	0	0	149
Total	0	0	0	840
Percent Low/Mod				82.3%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2019	Home delivery of meals were provided to senior citizens in Clovis, age 65 and older, who are at a greater risk of contracting COVID. 840 senior citizens were served and were assumed to be low-income based on age. Income data was collected and reported.	



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PGM Year: 2019
Project: 0007 - Emergency Housing Payments - CV
IDIS Activity: 97 - Emergency Housing Payments - CV
Status: Completed 6/3/2021 12:00:00 AM
Location: 1033 5th St Clovis, CA 93612-1313
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Subsistence Payment (05Q) **National Objective:** LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 10/21/2020

Description:

Provide emergency grant payments for rent or mortgage of no more than three months to low-income households who have suffered a COVID-related income loss in order to prevent homelessness.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060062	\$187,829.87	\$187,829.87	\$187,829.87
		2020	B20MW060062	\$700,000.00	\$700,000.00	\$700,000.00
			B20MW060062	\$700,000.00	\$700,000.00	\$700,000.00
Total	Total			\$1,587,829.87	\$1,587,829.87	\$1,587,829.87

Proposed Accomplishments

People (General) : 50

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	131	62
Black/African American:	0	0	0	0	0	0	17	2
Asian:	0	0	0	0	0	0	28	0
American Indian/Alaskan Native:	0	0	0	0	0	0	4	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	52	31
Asian/Pacific Islander:	0	0	0	0	0	0	0	0



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Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	234	95

Female-headed Households: 0 0 0 0 0 0 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	133
Low Mod	0	0	0	101
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	234
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	To prevent homelessness, 234 LMI households who had suffered a COVID-related income loss were provided a maximum of 3 months of rent or mortgage payments.	



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PGM Year: 2020
Project: 0001 - Area-Based Policing
IDIS Activity: 98 - Area-Based Policing
Status: Completed 6/21/2021 5:30:12 PM
Location: 1033 5th St Clovis, CA 93612-1313
Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Crime Awareness (05I) **National Objective:** LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/20/2021

Description:

This activity will provide area-based policing services in all of Clovis' LMI census tract block groups.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW060062	\$97,863.00	\$97,863.00	\$97,863.00
	PI			\$14,640.00	\$14,640.00	\$14,640.00
Total	Total			\$112,503.00	\$112,503.00	\$112,503.00

Proposed Accomplishments

People (General) : 25,000
 Total Population in Service Area: 24,930
 Census Tract Percent Low / Mod: 61.55

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	Area-based policing services were provided to all LMI census tract block groups in Clovis. Benefiting from this activity were the residents of these census tract block groups. This included focused code enforcement and neighborhood clean-up efforts.	



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PGM Year:	2020		
Project:	0002 - Dennis/Mitchell Alley Reconstruction		
IDIS Activity:	99 - Combined Dennis/Mitchell Alley Reconstruction		
Status:	Canceled 6/7/2021 6:51:32 PM	Objective:	Create suitable living environments
Location:	1033 5th St Clovis, CA 93612-1313	Outcome:	Sustainability
		Matrix Code:	Street Improvements (03K)
		National Objective:	LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/20/2021

Description:

This activity will reconstruct the alley between Dennis and Mitchell Avenues in Clovis. Combined with other Alley for administrative purposes

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

- People (General) : 1,060
- Total Population in Service Area: 1,810
- Census Tract Percent Low / Mod: 58.56

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2020
Project: 0003 - Dennis/Beverly Alley Reconstruction
IDIS Activity: 100 - Dennis-Beverly/Mitchell Beverly-San Jose Alley Reconstruction

Status: Open Objective: Create suitable living environments
 Location: 1033 5th St Clovis, CA 93612-1313 Outcome: Sustainability
 Matrix Code: Street Improvements (03K) National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/20/2021

Description:

This activity will reconstruct the alley between Dennis and Beverly Avenues, Dennis and Mitchell Avenues, and Beverly and San Jose Avenues in Clovis.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC060062	\$62,845.00	\$0.00	\$0.00
		2020	B20MW060062	\$367,155.00	\$0.00	\$0.00
Total	Total			\$430,000.00	\$0.00	\$0.00

Proposed Accomplishments

People (General) : 1,060
 Total Population in Service Area: 1,810
 Census Tract Percent Low / Mod: 58.56

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year:	2020		
Project:	0004 - Beverly/San Jose Alley Reconstruction		
IDIS Activity:	101 - Combined Beverly/San Jose Alley Reconstruction		
Status:	Canceled 6/7/2021 6:50:47 PM	Objective:	Create suitable living environments
Location:	1033 5th St Clovis, CA 93612-1313	Outcome:	Sustainability
		Matrix Code:	Street Improvements (03K)
		National Objective:	LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/20/2021

Description:

This activity will reconstruct the alley between Beverly and San Jose Avenues in Clovis.
 Combined with other Alley for administrative purposes

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

- People (General) : 1,060
- Total Population in Service Area: 1,810
- Census Tract Percent Low / Mod: 58.56

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2020
Project: 0005 - Micro-enterprise
IDIS Activity: 102 - Micro-enterprise Program
Status: Completed 6/21/2021 5:08:14 PM
Location: 3185 Willow Ave Clovis, CA 93612-4738
Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Micro-Enterprise Assistance (18C) **National Objective:** LMCMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/20/2021

Description:

This activity will pay the cost for LMI small-business entrepreneurs to utilize the Clovis Culinary Center (a commercial kitchen) for the purpose of expanding their food-based micro-business.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW060062	\$41,083.15	\$41,083.15	\$41,083.15
Total	Total			\$41,083.15	\$41,083.15	\$41,083.15

Proposed Accomplishments

People (General) : 10

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	5	1
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	1	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	11	1



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Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	8
Low Mod	0	0	0	3
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	11
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	Provided resources to create 11 jobs for low-income individuals.	



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PGM Year: 2020
Project: 0006 - Administration
IDIS Activity: 103 - Administration
Status: Completed 6/21/2021 4:43:51 PM
Location: ,
Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/20/2021

Description:

This activity will financially support the administration of the Community Development Block Grant, including staff time and general overhead necessary to successfully implement the CDBG grant.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW060062	\$90,069.85	\$90,069.85	\$90,069.85
Total	Total			\$90,069.85	\$90,069.85	\$90,069.85

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0



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Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2020
Project: 0007 - Housing Rehabilitation
IDIS Activity: 104 - Housing Rehabilitation

Status: Completed 6/21/2021 5:02:21 PM Objective: Provide decent affordable housing
 Location: 1272 Villa Ave Spc 70 #70 Clovis, CA 93612-2425 Outcome: Availability/accessibility
 Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/20/2021

Description:

This activity will provide home rehabilitation grants to low-income, owner-occupied homes in Clovis.
 Funds will be paid on the homeowner's behalf to correct health and safety related deficiencies in the home.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC060062	\$85,087.35	\$85,087.35	\$85,087.35
		2019	B19MC060062	\$14,218.00	\$14,218.00	\$14,218.00
		2020	B20MW060062	\$9,798.65	\$9,798.65	\$9,798.65
Total	Total			\$109,104.00	\$109,104.00	\$109,104.00

Proposed Accomplishments

Housing Units : 40

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	32	4	0	0	32	4	0	0
Black/African American:	2	0	0	0	2	0	0	0
Asian:	1	0	0	0	1	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	1	0	0	0	1	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0



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Hispanic:	0	0	0	0	0	0	0	0
Total:	36	4	0	0	36	4	0	0
Female-headed Households:	24		0		24			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	11	0	11	0
Low Mod	12	0	12	0
Moderate	13	0	13	0
Non Low Moderate	0	0	0	0
Total	36	0	36	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	Completed 35 Health and Safety Repairs through 6/15/2021	



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Total Funded Amount:	\$2,857,292.35
Total Drawn Thru Program Year:	\$2,167,123.45
Total Drawn In Program Year:	\$1,794,857.48



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 PR26 - CDBG Financial Summary Report
 Program Year 2020
 CLOVIS , CA

DATE: 07-02-21

AGENDA ITEM NO. 21.

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	562,898.22
02 ENTITLEMENT GRANT	749,910.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	14,640.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,327,448.22

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	650,404.12
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	650,404.12
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	100,705.36
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	751,109.48
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	576,338.74

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	650,404.12
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	650,404.12
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2018 PY: 2019 PY: 2020
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	412,772.02
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	412,772.02
32 ENTITLEMENT GRANT	749,910.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	749,910.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	55.04%



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PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	100,705.36
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	100,705.36
42 ENTITLEMENT GRANT	749,910.00
43 CURRENT YEAR PROGRAM INCOME	14,640.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	764,550.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	13.17%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17
 Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18
 Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	3	93	6399976	Gettysburg/Norwich Alley Reconstruction 2019-20	03K	LMA	\$1,961.09
2019	3	93	6485973	Gettysburg/Norwich Alley Reconstruction 2019-20	03K	LMA	\$9,459.12
					03K	Matrix Code	\$11,420.21
2019	2	92	6504330	ADA Improvements 2019-20	03L	LMC	\$60,000.00
					03L	Matrix Code	\$60,000.00
2019	4	94	6399976	Area-Based Policing 2019-20	05I	LMA	\$8,498.80
2020	1	98	6485973	Area-Based Policing	05I	LMA	\$90,896.67
2020	1	98	6504330	Area-Based Policing	05I	LMA	\$21,606.33
					05I	Matrix Code	\$121,001.80
2019	7	97	6485973	Emergency Housing Payments - CV	05Q	LMC	\$291,770.22
					05Q	Matrix Code	\$291,770.22
2019	1	91	6399976	Housing Rehabilitation 2019-20	14A	LMH	\$16,024.74
2020	7	104	6485973	Housing Rehabilitation	14A	LMH	\$109,104.00
					14A	Matrix Code	\$125,128.74
2020	5	102	6485973	Micro-enterprise Program	18C	LMCMC	\$38,968.99
2020	5	102	6504330	Micro-enterprise Program	18C	LMCMC	\$2,114.16
					18C	Matrix Code	\$41,083.15
Total							\$650,404.12

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2019	4	94	6399976	No	Area-Based Policing 2019-20	B19MC060062	EN	05I	LMA	\$8,498.80
2020	1	98	6485973	No	Area-Based Policing	B20MC060062	EN	05I	LMA	\$90,896.67
2020	1	98	6504330	No	Area-Based Policing	B20MC060062	EN	05I	LMA	\$6,966.33
2020	1	98	6504330	No	Area-Based Policing	B20MC060062	PI	05I	LMA	\$14,640.00
								05I	Matrix Code	\$121,001.80
2019	7	97	6485973	Yes	Emergency Housing Payments - CV	B19MC060062	EN	05Q	LMC	\$187,284
2019	7	97	6485973	Yes	Emergency Housing Payments - CV	B20MC060062	EN	05Q	LMC	\$103,284
								05Q	Matrix Code	\$291,770.22



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$121,001.80
				Yes	Activity to prevent, prepare for, and respond to Coronavirus					\$291,770.22
Total										\$412,772.02

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount	
2019	5	95	6399976	Administration 2019-20	21A		\$10,635.51	
2020	6	103	6485973	Administration	21A		\$90,069.85	
						21A	Matrix Code	\$100,705.36
Total							\$100,705.36	



PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	1,043,748.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL AVAILABLE (SUM, LINES 01-03)	1,043,748.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,043,748.00
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	1,043,748.00
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	0.00

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,043,748.00
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	1,043,748.00
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	1,043,748.00
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	1,043,748.00
17 CDBG-CV GRANT	1,043,748.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	100.00%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
20 CDBG-CV GRANT	1,043,748.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	0.00%



LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10
 Report returned no data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11
 Report returned no data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	6	96	6429935	Senior Meals on Wheels Program - CV	05A	LMC	\$241,214.00
			6485973	Senior Meals on Wheels Program - CV	05A	LMC	\$102,534.00
	7	97	6429935	Emergency Housing Payments - CV	05Q	LMC	\$200,000.00
			6485973	Emergency Housing Payments - CV	05Q	LMC	\$500,000.00
Total							\$1,043,748.00

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	6	96	6429935	Senior Meals on Wheels Program - CV	05A	LMC	\$241,214.00
			6485973	Senior Meals on Wheels Program - CV	05A	LMC	\$102,534.00
	7	97	6429935	Emergency Housing Payments - CV	05Q	LMC	\$200,000.00
			6485973	Emergency Housing Payments - CV	05Q	LMC	\$500,000.00
Total							\$1,043,748.00

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19
 Report returned no data.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 7, 2021

SUBJECT: Consider items associated with approximately 1.6 acres of property located along the east side of Osmun Avenue and the west side of Baron Avenue, north of Second Street. TGP Investments LLC & Flyline Investments, owner/applicant; Dirk Poeschel, Representative. (Continued from 7/19/21 - staff is further recommending this item be continued to a date uncertain.)

a) Consider Approval - Res. 21-____, GPA2018-003, A request to amend the General Plan to re-designate from the Medium Density Residential (4.1 to 7.0 DU/Ac) to the Very High Density Residential (25.1 to 43.0 DU/Ac) classification for future development.

b) Consider Introduction - Ord. 21-____, R2018-009, A request to approve a rezone from the R-1 (Single Family Residential - 6,000 Sq. Ft.) to the R-4 (Very High Density Multiple Family Residential) Zone District.

Staff: George González, Senior Planner

Recommendation: Continue to a date uncertain

ATTACHMENTS: None.

On July 19, 2021, the City Council approved the continuance of the subject items to the September 7, 2021, City Council hearing in order to address additional comments received on the proposed Project. The applicant has since met with some of the adjacent property owners to discuss the proposed Project and attempt to address some of their concerns.

The applicant is in the process of modifying the Project site plan to address a number of concerns expressed by the neighbors. The applicant will meet again with the same property owners to present the updated site plan prior to returning to the City Council for consideration. Therefore, the applicant is requesting continuance of the subject items to a date uncertain.

Staff anticipates bringing these items back to the Council for consideration in October 2021. Staff recommends that the City Council continue these items to a date uncertain. Staff will re-notice these items to the Business Journal and adjacent property owners.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: September 7, 2021

SUBJECT: Consider Approval – A Request from the Nisei Farmers League for Letters of Support for Amendments to the Farm Workforce Modernization Act of 2021 (H.R. 1603) to include Packing Houses and Processing Facilities.

Staff: Luke Serpa, City Manager

Recommendation: Approve

ATTACHMENTS: 1. Email request from Nisei Farmers League
2. Sample letters of support for amendments to H.R. 1603

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve a request from the Nisei Farmers League for letters of support for amendments to the Farm Workforce Modernization Act of 2021 (H.R. 1603) to include Packing Houses and Processing Facilities.

EXECUTIVE SUMMARY

Staff is in receipt of a request (Attachment 1) from the Nisei Farmers League for letters of support for amendments to the Farm Workforce Modernization Act of 2021 (H.R. 1603) to include Packing Houses and Processing Facilities. H.R. 1603 would allow unlawfully present aliens (non-U.S. nationals) who are working in agriculture to receive Certified Agricultural Worker Status (CAWS) and, eventually, lawful permanent resident (LPR) status. Nisei Farmers League is requesting letters from the City Council to United States Senators Dianne Feinstein and Alex Padilla requesting H.R. 1603 be amended to include those workers in packing houses and processing plants.

In an effort to determine how H.R. 1603 may have a direct or indirect impact on the City of Clovis staff evaluated local companies to determine how they may be impacted. Wawona Frozen Foods, located near the southwest corner of Alluvial and Minnewawa Avenues, would be impacted by the proposed changes. Founded in 1963, Wawona Frozen Foods specializes

in the growing and freezing of fresh fruits. At the height of the season Wawona Frozen Foods employs approximately 800 workers. Mayor Flores reached out to Wawona President, Bill Smittcamp, in an effort to determine how Wawona might be impacted and Mr. Smittcamp responded that he was in support of the recommended changes and how the changes, if implemented, would benefit available workforce for his company.

On March 18, 2021, the U.S. House of Representatives passed H.R. 1603 with 247 members in support, 174 opposed, and 8 not voting. California Congressmen Jim Costa, Devin Nunes, and David Valadao all voted in favor of H.R. 1603. The Nisei Farmers League is requesting amendments to the current language to be included in the version considered by the U.S. Senate.

BACKGROUND

The full text version of H.R. 1603 can be reviewed at <https://www.congress.gov/bill/117th-congress/house-bill/1603>. A summary is provided below:

Farm Workforce Modernization Act of 2021 (H.R. 1603) contains provisions related to alien farmworkers, including provisions establishing a certified agricultural worker (CAW) status and changing the H-2A temporary worker program.

The Department of Homeland Security (DHS) may grant CAW status to an applying alien who (1) performed at least 1,035 hours of agricultural labor during the two-year period prior to March 8, 2021; (2) on that date was inadmissible, deportable, or under a grant of deferred enforced departure or temporary protected status; and (3) has been continuously present in the United States from that date until receiving CAW status. The bill imposes additional crime-related inadmissibility grounds on CAW applicants and makes some other grounds inapplicable.

CAW status shall be valid for 5.5 years and may be extended. DHS may grant dependent status to the spouse or children of a principal alien.

An alien with a pending application may not be detained or removed by DHS and shall be authorized for employment until DHS makes a final decision on the application.

A CAW alien (and dependents) may apply for lawful permanent resident status after meeting various requirements, including performing a certain amount of agricultural labor for a number of years.

DHS shall create an electronic platform for (1) filing H-2A petitions, (2) facilitating the processing of H-2A cases, and (3) providing agencies a single tool for obtaining H-2A-related case information.

The bill makes various changes to the H-2A program, such as (1) modifying the method for calculating and making adjustments to the H-2A worker minimum wage, (2) specifying how an employer may satisfy requirements that it attempted to recruit U.S. workers, (3) requiring H-2A employers to guarantee certain minimum work hours, (4) making the program available for

agricultural work that is not temporary or seasonal, and (5) reserving a visa allocation for the dairy industry.

DHS shall establish a pilot program allowing certain H-2A workers to apply for portable status, which gives the worker 60 days after leaving a position to secure new employment with a registered H-2A employer.

DHS shall establish an electronic system patterned on the E-Verify Program for employers to verify an individual's identity and employment authorization. Employers hiring individuals for agricultural employment must use the system.

This bill permanently establishes the Housing Preservation and Revitalization Program, which provides financing assistance for rural rental housing and off-farm labor housing and rental assistance for qualified tenants of such housing. It also authorizes the Department of Agriculture to provide various assistance, including funding for insuring loans and grants for new farmworker housing.

Staff is in receipt of a request from the Nisei Farmers League for letters of support for amendments to the Farm Workforce Modernization Act of 2021 (H.R. 1603) to include Packing Houses and Processing Facilities. H.R. 1603 would allow unlawfully present aliens (non-U.S. nationals) who are working in agriculture to receive Certified Agricultural Worker Status (CAWS) and, eventually, lawful permanent resident (LPR) status. Nisei Farmers League is requesting letters from the City Council to United States Senators Dianne Feinstein and Alex Padilla requesting H.R. 1603 be amended to include those workers in packing houses and processing plants.

FISCAL IMPACT

There is likely a limited direct impact on the City. However, if the amendments to H.R. 1603 provides for an additional workforce in the city limits, there are benefits for additional jobs here in Clovis.

REASON FOR RECOMMENDATION

The proposed amendments to H.R. 1603 would benefit companies like Wawona Frozen Foods located in the City of Clovis.

ACTIONS FOLLOWING APPROVAL

If approved, staff will complete the sample letters and get to the appropriate parties.

Prepared by: John Holt, Assistant City Manager

Reviewed by: City Manager *JH*

From: Cheryl Lehn [<mailto:clehn@niseifarmersleague.com>]
Sent: Wednesday, August 11, 2021 10:30 AM
To: John Holt <johnh@ci.clovis.ca.us>
Subject: [External] Request to Appear at City Council Meeting
Importance: High

City Clerk Holt,

Manuel Cunha, Jr., President of the Nisei Farmers League would like to appear before the Clovis City Council on September 6, 2021 to present the attached sample letters addressed to our U.S. Senators and seek support. This item will need to be on the Agenda, rather than under Public Comment as it requires action.

We found in the House of Representatives version of the Farm Workforce Modernization Act of 2021 (Immigration Reform Bill), they did not include Packing Houses nor Processing facilities. This would really hurt our agricultural industry as well as cities. That is why this is so important.

Mr. Cunha can bring 8 copies of the 2 sample letters addressed to our U.S. Senators to your meeting for the Council, the City Manager, the City Attorney and the City Clerk.

I have also attached a contact list where you would send the letters (if they are approved) to each U.S. Senator's office. The Immigration representative and the local district representative. We ask that you copy us too! Sending them by U.S. Mail takes about 3 weeks. Each letter received in Washington D.C. has to go through Security and can take weeks! So we email our letters to the staff representatives.

Thank you very much for your help.

Cheryl for Manuel Cunha, Jr.
 Please call me if you have questions. 559-251-8468

Nisei Farmers League
Celebrating 50 years
1971 to 2021



**Growers Looking Out For Growers
 and Farm Workers**

Cheryl Lehn
 Office Manager
 Nisei Farmers League
 1775 North Fine Avenue
 Fresno, CA 93727
 Office - 559-251-8468
clehn@niseifarmersleague.com

This email contains information which may be privileged and confidential. If you are not the intended recipient or authorized to receive information for the addressee, you may not review, use, copy, disseminate or disclose to anyone this message or any information contained in this message. If you have received this message in error please delete this message and notify me by phone or email. Thank you.

This is a sample letter that can be used to send to U.S. Senator Feinstein

Use City Letterhead

Date:

The Honorable U. S. Senator Dianne Feinstein
331 Senate Hart Office Building
Washington, D. C. 20510

Dear Senator Feinstein,

The City of _____ greatly appreciates the United States House of Representatives passage of the Farm Workforce Modernization Act of 2021. We have hope that it will pass the Senate, especially since undocumented farmworkers and other agricultural employees have shown how important they are during the COVID-19 pandemic. However, the legislation in its current form leaves out a large segment of our undocumented agricultural workforce, people that work in packing houses and processing plants.

Packing houses and processing plants are a vital economic sector in our community. They provide our residents with good paying jobs. It would be unfair for these workers who are sorting, packing, or processing agriculture commodities to have to resign from these agricultural jobs to seek another that meets the legislation's current definition of *agricultural labor or services*. They too are working long and hours, especially during peak season. Work done whether in the field or in packing houses or processing plants is important to the agricultural industry.

Dreamers must not be forgotten in this push to legalize the agricultural workforce. In our community, many Dreamers have parents who work in agriculture. To not move forward without legislation for Dreamers leaves their future uncertain. A federal district court order enjoined the granting of the initial DACA request. Further court rulings could terminate DACA for those already granted. We will lose teachers, doctors, lawyers, and workers in almost all occupations.

The City of _____ respectfully request that the definition of *agricultural labor or services* in the Farm Workforce Modernization Act of 2021 be modified to include employees who work in packing houses and processing plants and that legislation for Dreamers be passed concurrently.

Sincerely,

This is a sample letter that can be used to send to U.S. Senator Padilla

Use City Letterhead

Date:

The Honorable U. S. Senator Alex Padilla
B03 Russell Senate Office Building
Washington, D. C. 20510

Dear Senator Padilla,

The City of _____ greatly appreciates the United States House of Representatives passage of the Farm Workforce Modernization Act of 2021. We have hope that it will pass the Senate, especially since undocumented farmworkers and other agricultural employees have shown how important they are during the COVID-19 pandemic. However, the legislation in its current form leaves out a large segment of our undocumented agricultural workforce, people that work in packing houses and processing plants.

Packing houses and processing plants are a vital economic sector in our community. They provide our residents with good paying jobs. It would be unfair for these workers who are sorting, packing, or processing agriculture commodities to have to resign from these agricultural jobs to seek another that meets the legislation's current definition of *agricultural labor or services*. They too are working long and hours, especially during peak season. Work done whether in the field or in packing houses or processing plants is important to the agricultural industry.

Dreamers must not be forgotten in this push to legalize the agricultural workforce. In our community, many Dreamers have parents who work in agriculture. To not move forward without legislation for Dreamers leaves their future uncertain. A federal district court order enjoined the granting of the initial DACA request. Further court rulings could terminate DACA for those already granted. We will lose teachers, doctors, lawyers, and workers in almost all occupations.

The City of _____ respectfully request that the definition of *agricultural labor or services* in the Farm Workforce Modernization Act of 2021 be modified to include employees who work in packing houses and processing plants and that legislation for Dreamers be passed concurrently.

Sincerely,

Please E-mail your letter supporting Immigration Reform to the following staff:

U.S. Senator Dianne Feinstein

Andrew D. Fausett
Senior Counsel
U. S. Senator Dianne Feinstein
U. S. Senate Committee on the Judiciary
Andrew_Fausett@judiciary-dem.senate.gov

Send a copy to
Shelly Abajian
District Director
U. S. Senator Dianne Feinstein
Shelly_Abajian@feinstein.senate.gov

U.S. Senator Alex Padilla

R Richa DeCant
U. S. Senator Alex Padilla
U. S. Senate Committee on the Judiciary
Rricha_deCant@judiciary-dem.senate.gov

Send a Copy to
Margaret Arechiga
Fresno District Director
U S Senator Alex Padilla
Margaret_Arechiga@padilla.senate.gov

Please send a copy of your letters and email to:

Manuel Cunha, Jr., President
Nisei Farmers League
CLEhn@niseifarmersleague.com



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Administration
 DATE: September 7, 2021
 SUBJECT: Consider Approval – Appointment to the Consolidated Mosquito Abatement District

Staff: Luke Serpa, City Manager
Recommendation: Approve

ATTACHMENTS: Letter of Interest and Qualifications of Jennifer Willems

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the Mayor, subject to approval by the City Council, to make appointment to the Consolidated Mosquito Abatement District.

EXECUTIVE SUMMARY

Karl Peterson, who has served as the City's representative to the Consolidated Mosquito Abatement District Board of Trustees since 2014, recently submitted his resignation. Jennifer Willems has expressed interest in serving as the City's new representative, and submitted a letter summarizing her qualifications. Steve Mulligan, District Manager of the Consolidated Mosquito Abatement District Board, strongly recommends Ms. Willems. Upon review of Ms. Willems' qualifications and recommendation by Mr. Mulligan, the Mayor recommends that Jennifer Willems be appointed to the Board of Trustees. Her term of office will expire on December 31, 2022.

BACKGROUND

The term of appointment for the City's representative, Karl Peterson, expires on December 31, 2022 but he would like to retire effective immediately. Mr. Peterson has served as representative of the City of Clovis to the Consolidated Mosquito Abatement District Board of Trustees since 2014, and he has served the District well. Steve Mulligan knows Jennifer Willems' qualifications and recommends her for this position.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

Pursuant to the California Health and Safety Code, appointments to the Consolidated Mosquito Abatement District Board of Trustees shall be acted upon by the City Council.

ACTIONS FOLLOWING APPROVAL

Staff will notify Jennifer Willems of the action taken by the City Council.

Prepared by: Jacquie Pronovost, Executive Assistant

Reviewed by: City Manager *JH*

Hello,

I would like to express my interest in becoming the City of Clovis Representative for the Consolidated Mosquito Abatement District's Board of Trustees. I live in Clovis and have worked for the California Department of Food and Agriculture (CDFA) since 2006.

Pre-supervision/management experience includes work on multiple invasive insect field projects under CDFA's Plant Division. Currently, I work under the Citrus Pest and Disease Prevention Division as an Environmental Program Manager I (EPM I). The Division is tasked with the control, suppression, eradication (when feasible), and enforcing quarantines of the Asian citrus psyllid and huanglongbing in California. As the EPM I, I oversee the Division's program activities (trapping, surveys, and treatment) for the Central Valley from Merced County to Ventura County, while also partnering and working closely with my team, the citrus industry, the citrus committee, and the USDA when necessary. While I don't have experience serving on a committee, I have served as the Secretary to the Board for the Curly Top Virus Program and the Pink Bollworm Program under CDFA's Integrated Pest Control Branch.

Please let me know if additional information is needed.

Thank you, and I look forward to this potential new opportunity.

Jennifer Willems

Environmental Program Manager I
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**CITRUS PEST & DISEASE
PREVENTION DIVISION**
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE