



# CITY of CLOVIS

## AGENDA • CITY COUNCIL MEETING

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

August 07, 2023

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](http://www.cityofclovis.com/agendas).

### **Written Comments**

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

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



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

## **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 and mic check.
- All callers will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
- In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic

## **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 wanting to make a verbal comment via call will need to ensure that they accessed the WebEx meeting with audio and microphone transmission capabilities.

## **CALL TO ORDER**

## **FLAG SALUTE - Councilmember Basgall**

## **ROLL CALL**

## **PRESENTATIONS/PROCLAMATIONS**

1. Presentation by Marjaree Mason Center – 10-year anniversary of the Clovis Safe House.

**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 July 10, 2023, Council Meeting.
- [3.](#) Administration - Receive and File – Economic Development Corporation Serving Fresno County Quarterly Report, April – June 2023.
- [4.](#) Administration - Approval - Authorize the renewal of Geographic Information System software maintenance and support from ESRI, Inc in the amount of \$104,000 per year for three years.
- [5.](#) Administration - Approval – Waive Normal Purchasing Process and approve the purchase of a next generation antivirus system from the Center for Internet Security using the California Multiple Award Schedule (CMAS) purchasing program; a competitively bid contract with purchasing provisions for California State and Local government agencies in the amount of \$75,048.19.
- [6.](#) Administration - Approval – Waive Normal Purchasing Process and approve the purchase of replacement desktop computers and servers using competitively bid contracts with purchasing provisions for California State and Local government agencies.
- [7.](#) Finance – Receive and File – Findings & Recommendations from Community Facilities District Citizens Oversight Committee.
- [8.](#) General Services – Approval – Res. 23\_\_\_\_, Approving a Side Letter Agreement with Clovis Police Officers Association to Identify Specific Paid Holidays within the CPOA MOU; and Authorizing the City Manager to Execute the Agreement.
- [9.](#) General Services – Approval – Res. 23-\_\_\_\_, Approving a Side Letter Agreement with Clovis Firefighters Association Providing Dedicated Clinical Director Incentive Pay; and Approval – Res. 23-\_\_\_\_, Approving a Side Letter Agreement with Clovis Firefighters Association to Identify Specific Paid Holidays within the CFFA MOU; and Authorizing the City Manager to Execute the Agreements.
- [10.](#) General Services – Approval – Res. 23-\_\_\_\_, Authorizing an Increased Loan Amount through the California Energy Commission for Solar Project Funding; and Finding that the Project is Exempt from CEQA Pursuant to Class 1 and Class 2 Categorical Exemptions.
- [11.](#) General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Mark Stevenson.
- [12.](#) General Services – Approval - Claim Rejection of the General Liability Claim on behalf of David Ortega, Annette Ortega, Alondra Ortega-Duenas, and Adrian Ortega.
- [13.](#) General Services – Approval – Res. 23-\_\_\_\_, Renewing Medical Plan Options for Eligible Retirees and Restating the Eligibility Requirements for Participation in the Plan.
- [14.](#) General Services - Approval – Res. 23-\_\_\_\_, Authorizing Amendments to the City's Classification and Compensation Plans to Adopt the Engineering Program Manager Classification with a Salary Range of \$9,286 to \$11,288 per month, and Approval – Res. 23-\_\_\_\_, Amending the City's FY 23-24 Position Allocation Plan.

- [15.](#) Planning and Development Services – Approval – Rejection of all bids for CIP 22-05 Trail Pavement Maintenance 2022.
- [16.](#) Planning and Development Services – Approval – Final Acceptance for Final Map for Tract 6254, located at the northeast corner of Leonard and Barstow Avenues (BN 6120 LP (Bonadelle Homes, Inc.)).
- [17.](#) Planning and Development Services - Approval – Res. 23-\_\_\_\_, Annexation of Miscellaneous Properties to the Landscape Maintenance District No. 1.
- [18.](#) Planning and Development Services – Receive and File – Annual Department Newsletter.
- [19.](#) Planning and Development Services – Approval – Partial Acceptance for Final Map for Tract 6154, located at the northwest corner of Teague and Fowler Avenue (Woodside 06N, LP, a California Limited Partnership).
- [20.](#) Planning and Development Services – Approval – Bid Award for CIP 21-11 Fowler Avenue Street Improvements; and Authorize the City Manager to Execute the Contract on behalf of the City.
- [21.](#) Police - Approval - Authorize the renewal of the New World Computer Aided Dispatch System 5-year subscription, maintenance and support agreement from Tyler Technologies, Inc. in the amount of \$1,047,299.12.

## COUNCIL ITEMS

- [22.](#) Consider Approval – Designation of Voting Delegate and Alternate for the League of California Cities’ Annual Conference and Business Meeting on September 20-22, 2023.

**Staff:** John Holt, City Manager

**Recommendation:** Approve

- [23.](#) Consider Approval – To provide letters of Opposition for Senate Bill 423 (Wiener) and Assembly Bill 309 (Lee) – Greatly Expanding State Authority to Approve Housing on State-Owned or -Leased Lands.

**Staff:** John Holt, City Manager

**Recommendation:** Approve

- [24.](#) Consider Approval – Change of Council Meeting Schedule.

**Staff:** John Holt, 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  
Case Name: Desiree Martinez v. City of Clovis, et al., Case No. F082914
  
- 26. Government Code Section 54956.9(d)(2)  
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation

**ADJOURNMENT**

**FUTURE MEETINGS**

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

- August 14, 2023 (Mon.) (To be Cancelled)
- August 21, 2023 (Mon.)
- September 5, 2023 (Tue.)
- September 11, 2023 (Mon.)
- September 18, 2023 (Mon.)

**CLOVIS CITY COUNCIL MEETING**

**July 10, 2023**

**6:00 P.M.**

**Council Chamber**

Meeting called to order by Mayor Ashbeck  
Flag Salute led by Councilmember Pearce

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

**PUBLIC COMMENTS – 6:02**

Charles Brough, Resident, shared concerns regarding the design of the new Landmark Square buildings and various street intersections throughout the city.

David Flum, Resident, shared concerns regarding “chip seals” that are used in street repairs and are causing damage to tires.

Bill Brigg, Resident, spoke in opposition of the LGBTQ+ books in the library.

Tracy Boren, Resident, spoke in support of the LGBTQ+ books in the library and shared concerns regarding Councilmember Pearce’s social media post.

Jennifer Cruz, Resident, spoke in support of the LGBTQ+ books in the library and shared concerns regarding Councilmember Pearce’s social media post.

Jenni-Ann Kren, Resident, shared concerns regarding Councilmember Pearce’s social media post regarding the LGBTQ+ books in the library.

David Raul, Resident, shared concerns regarding Councilmember Pearce’s social media post regarding the LGBTQ+ books in the library.

Matthew Vang, Resident, spoke in support of the LGBTQ+ books in the library.

**CONSENT CALENDAR – 6:45**

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

1. Administration - Approved - Minutes from the June 19, 2023, Council Meeting.
2. Administration - Adopted – **Ord. 23-05**, Ordinance Amendment 2023-001, A request to amend sections of Title 9 of the Clovis Municipal Code (“Development Code”) as a semi-

- annual cleanup to address changes, deletions, and content errors as a result of the 2014 Development Code Update. City of Clovis, applicant. (Vote: 5-0)
3. Administration - Received and Filed – Business Organization of Old Town (BOOT) Fourth Quarter Report, April through June 2023.
  4. Finance – Approved - **Res. 23-60**, Measure C Extension Local Transportation Pass Through Revenues Certification and Claim Forms for 2023-24.
  5. Finance – Received and Filed – Investment Report for the Month of April 2023.
  6. Finance – Received and Filed – Treasurer’s Report for the Month of April 2023.
  7. General Services – Approved - **Res. 23-61**, Appointing the City Manager as Plan Administrator of the City’s Deferred Compensation Plan.
  8. General Services - Approved – **Res. 23-62**, Authorizing Amendments to the City’s Classification and Compensation Plans to Adopt the Traffic Signal Operations Specialist Classification with a Salary Range of \$7,112 to \$8,645 per month.
  9. General Services – Approved - Claim Rejection of the General Liability Claim on behalf of Bryan Booth, Mason Booth, Ernesto Gonzales Jr., and Manuel Gonzales.
  10. Planning and Development Services – Approved – Bid Award for CIP 22-05 Trail Pavement Maintenance 2022; and Authorize the City Manager to Execute the Contract on behalf of the City.

**CITY MANAGER COMMENTS – 6:00**

**COUNCIL COMMENTS – 6:45**

**CLOSED SESSION – 7:11**

11. GOVERNMENT CODE SECTION 54957.6 CONFERENCE WITH LABOR NEGOTIATORS AGENCY DESIGNATED REPRESENTATIVES: JOHN HOLT, ANDREW HAUSSLER, SHONNA HALTERMAN, SCOTT CROSS EMPLOYEE ORGANIZATION: CLOVIS POLICE OFFICERS ASSOCIATION, CLOVIS FIREFIGHTERS ASSOCIATION
12. GOVERNMENT CODE SECTION 54956.9(D)(1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION CASE NAME: DESIREE MARTINEZ V. CITY OF CLOVIS, ET AL., CASE NO. F082914

No action was taken by the City Council during the closed session.

Mayor Ashbeck adjourned the meeting of the Council to August 7, 2023

Meeting adjourned: 7:40 p.m.

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Mayor

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City Clerk



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 7, 2023

SUBJECT: Administration - Receive and File – Economic Development Corporation Serving Fresno County Quarterly Report, April – June 2023.

ATTACHMENTS: 1. EDC Fourth Quarter Report, April 1 – June 30, 2023

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

That the City of Clovis receive and file the Fourth Quarter Report, April 1 – June 30, 2023, from the Economic Development Corporation Serving Fresno County.

### **EXECUTIVE SUMMARY**

The Economic Development Corporation serving Fresno County (EDC) has submitted their Fourth Quarter Report of activities for the City Council to receive and file, as required per the 2022-2023 Agreement with the City.

### **BACKGROUND**

In the summer of 2022, the City of Clovis and the EDC entered into a contract for the 2022-2023 fiscal year to provide regional marketing and business services to Clovis businesses. The contract provides for \$40,000 in baseline funding and provides \$10,000 for a medical attraction study implementation plan to be completed. This allows Clovis to be part of a regional effort in attracting commercial and industrial businesses to Clovis. Attached is a report detailing the progress of their activities to provide information to industrial/commercial representatives not currently located in Clovis for recruiting purposes, and to continue to assist existing Clovis businesses with informational and/or technical assistance to access statewide business support programs.



Highlights of the EDC quarterly report include:

**Q4 Snapshot**

The EDC team conducts outreach marketing business expansion and retention services by:

- Providing an operational analysis to evaluate the health of the business. This tool offers us a thorough understanding of the appropriate referrals or resources needed for business growth or retention;
- Connecting businesses to labor subsidy programs;
- Providing education on federal/state/local tax Incentives; and
- Providing referrals and information on financing assistance.

Stemming from direct outreach, workshops, one-on-one meetings, and marketing efforts, the areas of interest and number of referrals generated are reflected below:

	Q4 FY23	FY23
<b>Businesses Served</b>	7	56
<b>Business Referrals</b>	0	27

Type	Goal	Q4	FY22-23	Completion
Top 50 Business List	1	1	1	100%
Economic Profile Update	1	1	1	100%
Comparative Healthcare Analysis Enhancement	1	1	1	100%
Broker Events	2	1	1	50%
New Business Leads	40	7	48	120%
Targeted Healthcare Engagements	20	9	41	205%

**FISCAL IMPACT**

The City will forward the fourth quarter installment payment to EDC. The funds were budgeted in the 2022-2023 fiscal year budget.

**REASON FOR RECOMMENDATION**

The attached report meets the requirement established in the 2022-2023 Agreement between the EDC and the City of Clovis.

**ACTIONS FOLLOWING APPROVAL**

Staff will file the report.

Prepared by: Chad McCollum, Economic Development, Housing and Communications Director

Reviewed by: City Manager *AM*



**City of Clovis**  
**Quarterly Activity Report**  
**Quarter 4**  
**Fiscal Year 2022-2023**  
**April 1, 2023 – June 30, 2023**

Lee Ann Eager	President/CEO
Sherry Neil	Chief Operating Officer
Paul Thorn	Controller
Will Oliver	VP of Business Services
Chris Zeitz	Director of Special Projects
Julian Ramos	Client Services Manager
Jackie Cuevas	Business Expansion and Retention Coordinator
Spencer Bremer	Research Analyst
Marcia Dansby	Economic Development Specialist
Cindy De La Rosa	Employer Engagement Specialist
Danielle Dixon-Oglesby	Workforce Training Coordinator
Darian Galindo	Business Retention Specialist
Cody Laird	Economic Development Specialist
Marcella Lara	Business Retention Specialist
Tiffany Louk	Business Attraction Specialist
Kaila Lugo	Office Administrator
Merritt Pacini	Executive Assistant to the CEO
Jennifer Sanchez	Economic Development Specialist
Mai See Vang	Program Coordinator
Malee Vang	Social Care Coordinator
Ross Williams	Research Analyst

## City of Clovis Quarterly Activity Report

*This report summarizes the agreement requirements between the City of Clovis and the Fresno County Economic Development Corporation (EDC).*

### Division Mission

To market Fresno County as the premier location for business prosperity.

### Fresno County EDC Services

The Economic Development Corporation serving Fresno County is a nonprofit organization established to market Fresno County as the premier location for business prosperity. We facilitate site selection for new businesses within Fresno County, and assist in the retention and expansion of businesses through our alliance with collaborative partners and resources.

The EDC agrees to the following services:

1. Provide information to the industrial and office representatives not located in the City of Clovis for recruiting new businesses and industries;
2. Assist in the development of marketing materials to attract new investments, commercial and industrial brokers, developers, and site selectors. Assist in utilizing online marketing to advance economic and community development efforts;
3. Assist existing businesses and industries that contact the EDC with information and technical assistance through the BEAR Action Network;
4. Work to foster a closer working relationship with local business associations to enhance the EDC services provided to Clovis area employers;
5. Continue acting in a leadership role in promotion of high-speed rail and promote the Clovis area for related development;
6. Inform Clovis of legislation important to the economic and community development of the region and act on their behalf;
7. Assist in identifying economic development projects on the City's behalf for the inclusion in the County of Fresno's Comprehensive Economic Development Strategy (CEDS) for possible grant funding; and
8. Provide administrative staffing at all Executive Committee, Board, and related events.

## Q4 Snapshot

The EDC team conducts outreach marketing business expansion and retention services by:

- Providing an operational analysis to evaluate the health of the business. This tool offers us a thorough understanding of the appropriate referrals or resources needed for business growth or retention;
- Connecting businesses to labor subsidy programs;
- Providing education on federal/state/local tax Incentives; and
- Providing referrals and information on financing assistance.

Stemming from direct outreach, workshops, one-on-one meetings, and marketing efforts, the areas of interest and number of referrals generated are reflected below:

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New Business Leads	40	7	48	120%
Targeted Healthcare Engagements	20	9	41	205%

## Clients and Businesses Served

Accounting America

Action Equipment Rentals

CALBEC Group

City of Clovis

Elite Landscaping

Facelogic Spa

HuckleBerry's Clovis

## City of Clovis Economic Snapshot

### Quarter 4, FY22-23

#### Industrial, Office, and Retail Vacancy

This quarter in the City of Clovis, the industrial vacancy rate remained 0.2%, the office vacancy rate decreased from 8.9% to 8.3%, and the retail vacancy rate increased from 4.0% to 4.3%.

Q4 FY22-23	Industrial	Office	Retail
Fresno County	2.7%	8.5%	4.5%
City of Clovis	0.2%	8.3%	4.3%

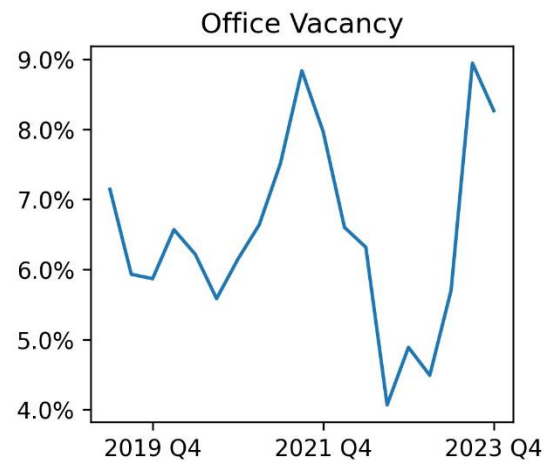
Source: CoStar.com

#### May 2023 Unemployment Rates

The preliminary unemployment rate in Clovis was 3.6% in May 2023, a decrease from 3.8% in February 2023. This compares with a non-seasonally adjusted unemployment rate of 4.5% for California and 3.7% for the nation during the same period.

Area	Labor Force	Unemployment Rate
Fresno County	465,600	7.5%
City of Clovis	58,700	3.6%

Source: State of California Employment Development Department



### Business Attraction and Expansion Activity

During the fourth quarter, the EDC generated **9** new business leads and responded to **2** requests for information.

	Q4 FY23	FY23
<b>New Business Leads</b>	9	51
<b>Requests for Information</b>	2	13

#### New Leads

MONTH	CLIENT NUMBER	SOURCE	INDUSTRY	JOBS	SITE REQUIREMENTS	PARTICIPATING CITIES
APRIL	230418A1	City/County Lead	Chemical Manufacturing	100	20-30 AC	All
	230411A1	Chamber Lead	Entertainment	20	30,000 - 40,000 SF	All
	230323A1	Direct Lead	Restaurant	5	TBD	Fresno
MAY	230522A1	Real Estate Agent/Broker	Industrial Mineral Manufacturing	10	4-8 AC	All
	230516	Local Partner	Electrical Equipment Manufacturing	5	12,000 – 15,000 SF Warehouse	All
	230403	Real Estate Agent/Broker	Legal Services	40	TBD	Fresno
	Project Joe10	GO-Biz Lead	Chemical Manufacturing	20	30,000-35,000 SF Industrial 8,000-12,000 SF Warehouse 1,700-2,200 SF Office	All
JUNE	230621	City Lead	Real Estate	TBD	TBD	Fresno
	230314	Trade Show	Ag Tech	TBD	TBD	All

## Requests For Information

MONTH	CLIENT NUMBER	SOURCE	INDUSTRY	DETAILS
APRIL	RFI 230404A1	Direct Lead	Food & Beverage	Client is opening a whiskey lounge in the Brewery District. He will be submitting plans for construction to the city in the coming weeks.
MAY	RFI - 230425	Direct Lead	Utilities	Client is a new public utility in the state that is building high-voltage transmission projects (no retail customers) under the jurisdiction of the Public Utilities Commission. The purpose of the project is to enhance grid reliability and to support the expansion of renewable energy generation.

## Partnership with Department of Social Services

The EDC has been contracted to assist the Fresno County Department of Social Services in marketing the New Employment Opportunities (NEO) program, Ready2Hire, and identify prospective employers to hire from the pool of eligible NEO job seekers.

## Customized Workforce Trainings

Realizing the current labor demands among our local businesses, the EDC, Department of Social Services and educational partners have worked with industry stakeholders to develop customized trainings to fulfill today's workforce needs. Utilizing input from various industry practitioners, each training curriculum is developed to create career pathways to meet tomorrow's industry needs, help businesses grow, and put individuals back to work. Below is a list of customized training programs underway:

### Valley Apprenticeship Connections

Pre-Apprenticeship Program. The partnership between Fresno County EDC, the Department of Social Services, and Fresno EOC will provide a 12-week program comprised of classroom and construction-based training.

### John Lawson Truck Driving

Class A Truck Driving Class. The 10-week training is a partnership between Fresno County EDC, the Department of Social Services, West Hills Community College, and Lawson Rock and Oil.

### Central Valley Training Center

Pre-Apprenticeship Program. The partnership between Fresno County EDC, the City of Selma, and High-Speed Rail Authority will provide a 12-week program comprised of classroom and construction-based training.

### Good Jobs Manufacturing Generalist

Six Week Program. The partnership between San Joaquin Manufacturing Alliance, The National Manufacturing Institute, California Tooling & Machining Apprenticeship Association (CTMAA), City of Reedley, and Reedley College provides a 6-week program comprised of applied and classroom-based instruction in Computer Aided Drafting & Design, Computer Aided Manufacturing & Machining, Electrical Systems Technology, Maintenance Mechanics and Welding.



## Highlights

April 2023

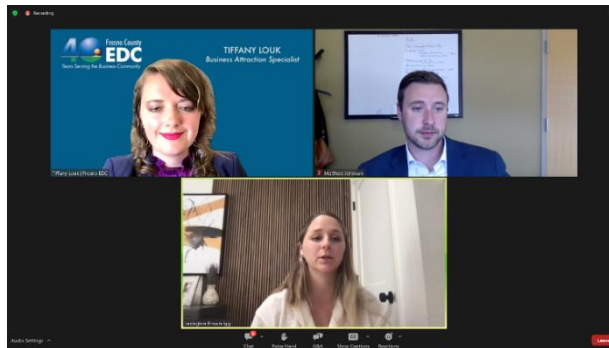
### Real Estate Forecast | All

We've done it again! After half a year of focused preparation, EDC Staff threw a night to remember in the form of the 2023 Real Estate Forecast: "Stayin' Alive!" The traditional format was altered with the addition of Dr. Christopher Thornberg as the keynote speaker. Dr. Thornberg addressed the post-pandemic economy nationwide, in California, and in Fresno County, to an enthusiastic audience. EDC Chair Nick Audino served as a sensational emcee, moderating a vibrant discussion between Brian Domingos, Jr., Sullivan Grosz, Robin Kane, and Buk Wagner, who provided their expert insight into their respective real estate sectors: Residential, Agriculture, Multi-Family, and Industrial.



### Foreign Trade Zone Webinar | All

Fresno EDC Business Attraction Specialist and FDI Lead Tiffany Louk had the pleasure of moderating the International Economic Development Council webinar, “Trade Zones and Opportunities in Canada and the US.” She recruited Fresno Foreign Trade Zone Director Lexington Brownrigg to share her expertise alongside Matthew Johnson, Executive Director of Mobility Partnerships, and Innovation at Invest Windsor Essex in Canada. The webinar was attended by over 30 representatives of Economic Development Organizations across North America. Please visit: <https://www.iedconline.org/events/2023/04/27/archived-webinars/trade-zones-and-opportunities-in-canada-and-the-us/> to watch the webinar recording.



### Central Valley Training Center | Fresno County

Fresno County EDC staff held mock interviews with students from CVTC cohort 8 on Monday, April 24, 2023. The students arrived well-dressed with resumes and tools to conduct themselves professionally during interviews. The students performed admirably during the mock interviews and felt confident in their abilities for the upcoming Job Fair. On Thursday, April 27, 2023, 18 businesses were present at the Job Fair, and the students were thrilled to meet them. Some students received interview offers for potential employment opportunities scheduled for another day. Additionally, cohort 9 students attended the Job Fair and had the chance to meet business representatives. They expressed their gratitude for the opportunity. CVTC graduation occurred on Friday, April 28, 2023, during which 14 students were recognized for their hard work. Two students passed the IBEW test, five were indentured to the Laborers and Roofers, and six received perfect attendance awards. The students' families, dignitaries from the High-Speed Rail Authority, the City of Selma, and the Building Trades Commission attended the ceremony. Two students provided encouragement to their peers through speeches.



### **Good Jobs Challenge - Community Based Organization Meeting | All**

Fresno EDC's Good Jobs Challenge team met with 15 community-based organizations from all around the region to provide an informational update about the grant. Part of our recruitment and retention strategy for the workforce training programs that will be funded by this grant includes a large network of community-based organizations to provide participants with support on their skills-building and employment pathways. EDC also launched a CBO survey with this meeting and is now in the process of working one-on-one with CBOs to learn more about how they can support and benefit from this historic opportunity for our region.



### **New Employment Opportunities Program | Fresno County**

With the help of the BEAR team, four new businesses – Alert-O-Lite, Sequoia Print and Shine, Poverello House, and Milagros Multiservice Corporation – have been successfully enrolled in the New Employment Opportunities Program to fulfill their workforce needs. These businesses have actively sought employees, and some have even been able to hire full-time employees. Moving forward, the BEAR team will continue to work closely with these enrolled businesses. In particular, eGourmet Solutions Inc. is looking to hire for more than 10 positions and the BEAR team will provide assistance with a business recruitment job fair scheduled for May 17th.

## May 2023

### EDC Staff Strategic Planning Day | All

Fresno County EDC staff enjoyed an incredibly productive Strategic Planning Day on May 11, 2023, at Holland Park West. The discussion was dynamic, with staff engaging on topics ranging from expanding community reach of our workforce development programs, to illustrating the impact of our economic development initiatives through data analysis and leveraging the expertise of our Board of Directors to amplify our reach.



### eGourmet Solutions Inc. Job Fair Recruitment | Fresno County

The Economic Development Corporation (EDC) Business Retention and Expansion (BRE) team provided assistance to eGourmet Solutions Inc. in fulfilling their workforce needs for more than 10 available positions. They organized a recruitment job fair at eGourmet's premises on May 16, 2023. The EDC BRE team created job fair flyers, which were distributed to participants of the New Employment Opportunities program (NEO) and other workforce partners. The job fair was highly successful, attracting over 50 individuals who were actively seeking employment. eGourmet hosted a facility tour and conducted immediate interviews. As a result, they hired 2 participants from the NEO program and filled 10 additional positions from the job fair attendees.

### CERF Meeting | Fresno County

Fresno County EDC Business Expansion and Retention Coordinator Jackie Cuevas and Client Services Manager Julian Ramos attended the Valley CERF Fresno County 1st Table Meeting at the Kerman Community Center May 12th. The objective of this meeting was to provide an overview of the CERF program and its purpose, review important data from the Cal Enviro-Screen, vote on requirements for the community outreach RFP, and discuss the meeting schedule and goals for the next 12 months.

### SelectUSA | All

Fresno EDC worked closely with the California Governor’s Office of Business and Economic Development (GO-Biz) as the fiduciary for the SelectUSA Summit. Fresno EDC Business Attraction Specialist and FDI Lead Tiffany Louk flew to Washington, D.C. to attend the Summit May 1-4. She organized and conducted meetings with business investors and government officials from all over the world seeking to invest in U.S. business. She attended receptions held by the nations of Sweden, Israel, India, and Japan to promote Fresno as the premier location for business prosperity in California and the United States. She collaborated with EDC’s state, regional, and local partners to advertise the boundless economic opportunities available to businesses that locate in California.



### eGourmet Solutions Inc. NEO Testimonial | Fresno County

“The NEO Program is amazing, almost too good to be true. We have been able to staff our team with qualified individuals that are perfect fits for the positions. This is due to the EDC staffing. The Fresno EDC team went above and beyond to ensure they understood our needs and the aspects of the business to find the right candidates. eGourmet Solutions Inc. is very thankful to have the NEO program to help grow our business and community in Fresno.” - Chanelle Vanwesterling, HR

**Central Valley Training Center Cohort 8 | All**

Since the beginning of May, the EDC has had 4 graduates from CVTC cohort 8 indentured into the Laborers Union, along with one student in the Operators union, and another in the cement masons. All six students have obtained employment and are on their way to a bright future.



**International Council of Shopping Centers | All**

EDC President & CEO Lee Ann Eager and COO Sherry Neil had several productive meetings at the International Council of Shopping Centers (ICSC) conference in Las Vegas in partnership with Team California. Lee Ann and Sherry were able to showcase our fantastic cities and speak to retailers from across the nation. It was a great opportunity to deepen existing relationships, create new connections and discuss the endless opportunities that await retailers here in Fresno County.



**June 2023**

**Good Jobs Challenge Manufacturing Generalist Program | All**

The Good Jobs Challenge launched its first five-week pilot program, Manufacturing Generalist, on June 26, 2023, offering training for entry-level manufacturing skills. We are delighted to have received ten enrollments into the pilot program referred to us by the adult school, non-profit organizations, and employers. To kick off the program, the Director of Special Projects Chris Zeitz, Program Coordinator Mai See Vang-Hernandez, and the Social Care Coordinator Malee Vang attended the first day of class to welcome the new students and to meet the instructors. They took the opportunity to provide an overview of the Good Jobs Challenge grant and shared about the supportive service for gas assistance, which aims to reduce transportation barriers. The curriculum for the Manufacturing Generalist Program was developed by Dick Herman from CTMAA and taught by Reedley College instructor Estevan Arreguin, the curriculum ensures a comprehensive learning experience.

At Good Jobs Challenge, we are committed to not only providing training but also creating tangible job opportunities for our students. Currently, three manufacturing employers have dedicated their support by offering interview opportunities to our program graduates. These interviews have the potential to open doors to employment opportunities. The Manufacturing Generalist Program is scheduled to end on July 28, 2023 with students receiving certificates of completion and OSHA 10 certification, further enhancing their skill set.



### VAC Graduation | Fresno County

On June 23, 2023, Danielle Dixon-Oglesby, Cindy De La Rosa, and Jackie Cuevas, members of the Fresno County EDC Staff, had the pleasure of attending the Valley Apprenticeship Connections Graduation. The event was truly remarkable, with three DSS graduates from cohort #22. Each student was recognized for their outstanding leadership abilities and received awards accordingly. Notably, one student received a job offer from a construction company currently engaged in California Highway 46 projects. During the graduation ceremony, each student spoke passionately about how the program has paved the way for their future careers, expressing deep gratitude for the invaluable experience it provided them.



### Truck Driver Training Orientation | Fresno County

During the Orientation held on June 29th, 2023, Danielle Dixon-Oglesby took the stage to share her responsibilities as the Workforce Training Coordinator within the program. She highlighted the comprehensive support provided to students throughout their training journey and even after its completion with job placement assistance. The students were encouraged to voice any concerns they may have. Additional support includes job leads and assistance in finding employment opportunities. In addition to Danielle's presentation, both Department of Social Services and West Hills staff members engaged in a discussion concerning program specifics and emphasized the significance of consistent attendance and unwavering commitment from the students.



### **DSS Orientation | Fresno County**

On June 22, 2023, Jackie Cuevas, the BEAR Coordinator of Fresno County EDC, along with the Retention team and Workforce Training Coordinator Danielle Dixon Oglesby, attended the DSS new Job Specialist orientation. Jobs Specialists work closely with the client population and are critical to informing jobseekers of training and employment opportunities in partnership with the EDC. The team introduced themselves and presented an overview of the EDC to establish our partnership with DSS. The focus of the discussion was on the various training programs offered, including the NEO program, Truck Driving, and Valley Apprenticeship Connections program.

Recognizing the significance of fostering collaboration between the teams, it was emphasized that meeting and understanding each other's roles and responsibilities is vital for the success of our programs. Our objective is to ensure that the new job specialists are well-informed about our programs so they can effectively promote them to job seekers from DSS. The EDC is committed to participating in future orientations to continue building our partnership with DSS.

### **EDC Board Retreat | All**

Fresno County EDC hosted our annual Board and Staff Retreat at Table Mountain Casino Resort on June 22-23. It was a productive two days as EDC staff collaborated with board members, seasoned experts spanning diverse industries across the county, on our Strategic Planning Goals. EDC staff would like to thank our dedicated board members who give up their time to ensure that the mission and vision of the EDC is accomplished. We appreciate your passion and dedication!



FY 22-23 Overview of Work Product	Deliverables	FY 2022 – 2023 Target Outcomes	Q4 2023
<p>Economic Development Corporation Serving Fresno County</p> <p>Contract: \$40,000</p> <p>Comparative Healthcare Analysis Phase 3: \$10,000</p> <ul style="list-style-type: none"> <li>- Marketing &amp; Recruitment Plan</li> <li>- Healthcare Company Engagement</li> </ul> <p>Staff:</p> <p>President &amp; CEO Lee Ann Eager</p> <p>Chief Operating Officer Sherry Neil</p> <p>Vice President of Business Services Will Oliver</p>	<p><b>Business Retention:</b> Staff will continue to analyze Clovis businesses impacted by COVID-19 and incorporate into the Top 50 Analysis. Targeted businesses will be contacted by a variety of methods to educate Clovis businesses on available retention resources, such as utility rate reductions, rehiring incentives and low-cost emergency relief funding.</p> <ul style="list-style-type: none"> <li>• Conduct Analysis to determine Top 50 companies in Clovis that should be focused on for retention and expansion.</li> </ul> <p><b>New Business Recruitment:</b> Facilitate information and conduct tours for company representatives not currently located in Clovis for the purpose of recruiting new businesses to the City of Clovis. Assist the City of Clovis in promoting future industrial areas and existing industrial sites to new clients.</p> <ul style="list-style-type: none"> <li>• Coordinate virtual and in-person site tours for the purpose of business attraction and expansion.</li> <li>• Create and update marketing materials.</li> <li>• Support in-person or virtual commercial and industrial broker events for the City of Clovis.</li> </ul>	<p>Top 50 targeted business analysis for expansion/retention</p>	<p>Completed</p>
		<p>Respond to all City of Clovis business inquires and connect them to appropriate resources</p>	<p>56 Businesses contacted and 27 Referrals provided in FY23.</p>
		<p>Comparative Healthcare Analysis (HCA) Enhancement &amp; Recruitment Plan</p>	<p>Completed</p>
		<p>2 Broker Events</p>	<p>1 Broker Event held in FY23</p>
		<p>40 new business leads</p>	<p>48 New Business Leads in FY23.</p>
		<p>20 targeted healthcare company engagements from HCA</p>	<p>Completed</p>
		<p>Economic Profile Update</p>	<p>Completed</p>

	<ul style="list-style-type: none"><li>• Communicate leads status during monthly EDC - City of Clovis meeting.</li></ul> <p><b>Comparative Healthcare Analysis:</b></p> <ul style="list-style-type: none"><li>• EDC has completed a Comparative Healthcare Analysis (CHA) and draft marketing collateral to conduct proactive company engagement. 20 unique businesses have been identified for direct engagement between the City and EDC. Engagements in FY22-23 shall include preparation of detailed marketing materials based on the CHA analysis including City demographics, labor data, available Clovis real estate, anchor assets, clovis4business.com website promotion and other pertinent data and information as approved by the City of Clovis. EDC staff shall work in coordination with the City of Clovis on delivery of materials, company contacts and planning and logistics for subsequent site visits.</li></ul>		
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ATTACHMENT 1



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 7, 2023

SUBJECT: Administration - Approval - Authorize the renewal of Geographic Information System software maintenance and support from ESRI, Inc in the amount of \$104,000 per year for three years.

ATTACHMENTS: 1. ESRI 3-Year Enterprise Agreement

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For the Council authorize the City Manager to execute a three (3) year software and support agreement with ESRI, Inc. for the city's Geographic Information System software for \$312,000 plus tax, payable at \$104,000 each year.

### **EXECUTIVE SUMMARY**

The City's current ESRI, Inc. three (3) year software agreement expires in September. ESRI, Inc. offers cities with populations of under 125,000 licensing of its core applications plus additional software at a flat cost of \$104,000 per year with a three (3) year contract. This enables the City to simplify the licensing structure and the software update process, and adds capabilities through additional products that otherwise would be licensed separately.

In order to remain in compliance with the licensing and use of the geographic information systems (GIS) software, it is recommended that the three (3) year standard maintenance contract be renewed.

### **BACKGROUND**

ESRI, Inc. is the preeminent software for geographic information systems (GIS). The City of Clovis uses ESRI software in developing, maintaining, and distributing geographic-based information throughout the region. GIS has historically been used extensively by City employees, including Police, Fire, Public Utilities, and Planning and Development Services.

There is significant potential to increase application of GIS technology in many operational and technical areas within the city. The City greatly benefits from an Enterprise License Agreement (ELA) in:

- Lower cost per unit for licensed software
- Reduced administrative and procurement expenses
- Provides cost certainty for the three-year term
- Maintenance on all ESRI software under a single agreement
- Flexibility to deploy software products when and where needed.

The ELA will continue to give City staff access to tools needed for development of maps and maintenance of information databases. This includes tools for developing and distributing GIS data via the web.

The City's current maintenance contract with ESRI will expire in September. There is an increase in the cost due to ESRI basing its cost structure on the population numbers from 2020 Census data, which puts us in the under 125,000 population. Staff is recommending that the three (3) year ELA at \$104,000 per year be renewed as the standard maintenance contract.

#### **FISCAL IMPACT**

The cost of purchasing the upgraded licenses and maintenance is included in the I.T. Division budget for Fiscal Year 2023-2024

#### **REASON FOR RECOMMENDATION**

In order to remain in compliance, we must renew our licensing agreement. The proposed ESRI Small Municipal and County Enterprise License Agreement provides more functionality at a reduced cost per unit to the city and guarantees a renewal rate until at least 2026.

#### **ACTIONS FOLLOWING APPROVAL**

After Council approval, Staff will renew the maintenance agreement with ESRI, Inc. under the proposed Small Municipal and County Enterprise License Agreement.

Prepared by: Jesse Velez, I.T. Deputy Director

Reviewed by: City Manager *AH*



**Quotation # Q-477276**

Date: July 24, 2023

Customer # 40167 Contract #

City of Clovis  
 City Manager  
 1033 5th St  
 Clovis, CA 93612-1313

ATTENTION: Bill Fox  
 PHONE: (559) 324-2155  
 EMAIL: billf@ci.clovis.ca.us

Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
 Quote is valid from: 2/8/2023 To: 8/7/2023

Material	Qty	Term	Unit Price	Total
168180	1	Year 1	\$85,000.00	\$85,000.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
168180	1	Year 2	\$85,000.00	\$85,000.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
168180	1	Year 3	\$85,000.00	\$85,000.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
159630	1	Year 1	\$19,000.00	\$19,000.00
ArcGIS StreetMap Premium USA State Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
159630	1	Year 2	\$19,000.00	\$19,000.00
ArcGIS StreetMap Premium USA State Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
159630	1	Year 3	\$19,000.00	\$19,000.00
ArcGIS StreetMap Premium USA State Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Corey Welsh	<b>Email:</b> cwelsh@esri.com	<b>Phone:</b> (916) 448-2412 x1736
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



# Quotation # Q-477276

AGENDA ITEM NO. 4.

Date: July 24, 2023

Customer # 40167 Contract #

City of Clovis  
City Manager  
1033 5th St  
Clovis, CA 93612-1313

ATTENTION: Bill Fox  
PHONE: (559) 324-2155  
EMAIL: billf@ci.clovis.ca.us

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 2/8/2023 To: 8/7/2023*

Subtotal:	\$312,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$312,000.00</b>

The fee for each of the three years of this SGEA will remain fixed, and will be invoiced up to thirty (30) calendar days before the annual anniversary date for each year. Only payment for year one is due at the onset of the agreement.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Corey Welsh	<b>Email:</b> cwelsh@esri.com	<b>Phone:</b> (916) 448-2412 x1736
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



**Esri Use Only:**  
 Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_

**SMALL ENTERPRISE AGREEMENT  
 COUNTY AND MUNICIPALITY GOVERNMENT  
 (E214-4)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

- ArcGIS Desktop Advanced
- ArcGIS Desktop Standard
- ArcGIS Desktop Basic
- ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

- ArcGIS Enterprise (Advanced and Standard)
- ArcGIS Monitor
- ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Additional Capability Servers**

- ArcGIS Image Server

**Developer Tools**

- ArcGIS Runtime Standard
- ArcGIS Runtime Analysis Extension

**Limited Quantities**

- One (1) Professional subscription to ArcGIS Developer
- Two (2) ArcGIS CityEngine Single Use Licenses
- 500 ArcGIS Online Viewers
- 500 ArcGIS Online Creators
- 62,500 ArcGIS Online Service Credits
- 500 ArcGIS Enterprise Creators
- 7 ArcGIS Insights in ArcGIS Enterprise
- 7 ArcGIS Insights in ArcGIS Online
- 100 ArcGIS Location Sharing for ArcGIS Enterprise
- 100 ArcGIS Location Sharing for ArcGIS Online
- 5 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
- 5 ArcGIS Utility Network User Type Extensions (Enterprise)
- 5 ArcGIS Trace Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee



Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

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

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

**CUSTOMER CONTACT INFORMATION**

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 7, 2023

SUBJECT: Administration - Approval – Waive Normal Purchasing Process and approve the purchase of a next generation antivirus system from the Center for Internet Security using the California Multiple Award Schedule (CMAS) purchasing program; a competitively bid contract with purchasing provisions for California State and Local government agencies in the amount of \$75,048.19.

ATTACHMENTS: None

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For the City Council to waive the normal purchasing process and approve the purchase of a next generation antivirus system from the Center for Internet Security using the California Multiple Award Schedule (CMAS) purchasing program; a competitively bid contract with purchasing provisions for California State and Local government agencies.

### **EXECUTIVE SUMMARY**

The cybersecurity landscape continues to evolve, and new threats and vulnerabilities are introduced every day. In order to keep up with these challenges and also to meet the requirements of the City's cybersecurity insurance program, a new, next-generation antivirus program is needed. Staff is recommending the purchase of this system from the Center for Internet Security using the California Multiple Award Schedule (CMAS) purchasing program.

### **BACKGROUND**

Over the last year staff has been evaluating the current antivirus platform and its effectiveness in responding to new threats and vulnerabilities. While it has performed fairly well in stopping known malicious files from infecting our desktop computers, there were many areas where the tools lacked functionality or were non-existent.

To keep up with today's cybersecurity challenges an updated, next-generation antivirus system is needed. These next-gen platforms, called Endpoint Detection and Response (EDR) systems, provide more comprehensive security protection, they provide additional insight on vulnerabilities and detections, and they also use advanced algorithms and heuristics (instead of the traditional/static virus definition files) to detect both known and unknown (zero-day) malware. Additionally, in 2022 the City signed up for cybersecurity insurance. An initial assessment was performed for this insurance coverage and one of the requirements for maintaining our coverage was to implement an EDR system.

Staff evaluated several EDR systems and is recommending the product and services from the Center for Internet Security (CIS). CIS is a non-profit organization that was specifically set up to bring both public agencies (Federal/State/Local) and private companies together to better mitigate and prevent cyber threats. Their EDR system and security operations center work jointly with the Cybersecurity and Infrastructure Agency (CISA), an agency of the US Department of Homeland Security. Also, as part of the City's membership, additional services are available such as Cybersecurity Best Practices, Cyber Threats and Advisories, Incident Detection, Response, and Prevention, and Information Sharing. Staff is recommending the purchase of this system from the Center for Internet Security using the California Multiple Award Schedule (CMAS) purchasing program in the amount of \$75,048.19.

#### **FISCAL IMPACT**

The cost of purchasing this next generation antivirus system is included in the I.T. Division budget for Fiscal Year 2023-2024.

#### **REASON FOR RECOMMENDATION**

To meet today's cybersecurity challenges, and also to meet the requirements of the City's cybersecurity insurance program, a new next-generation EDR system is needed.

#### **ACTIONS FOLLOWING APPROVAL**

Staff will purchase the EDR system from the Center for Internet Security using the CMAS purchasing program. The EDR will then be setup and installed on all city computers, servers, and other technology assets.

Prepared by: Jesse Velez, I.T. Deputy Director

Reviewed by: City Manager *AH*



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 7, 2023

SUBJECT: Administration - Approval – Waive Normal Purchasing Process and approve the purchase of replacement desktop computers and servers using competitively bid contracts with purchasing provisions for California State and Local government agencies.

ATTACHMENTS: None.

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For the City Council to waive the normal purchasing process and approve the purchase of desktop computers and servers through the use of competitively bid contracts with purchasing provisions for California State and Local government agencies.

### **EXECUTIVE SUMMARY**

Included in the 2023-2024 Budget are funds to purchase computers for all departments and servers for applications. The computers and servers are to provide upgrades and replacement of obsolete, worn-out equipment and to equip new employees with computers. The computers are allocated to the various departments based on need. Upgrades are necessary to improve the work performance of clerical and technical positions. A portion of the computers to be purchased are to replace units that have high failure and repair rates or are unable to run upgraded software. Staff is recommending purchasing the replacement computers using previously competitively bid contracts with purchasing provisions for California State and Local government agencies.

### **BACKGROUND**

The Information Services Division is requesting approval to purchase computers and servers through other competitively bid contracts by other agencies, such as the California Multiple Award Schedule (CMAS). With the proliferation of competitively bid contracts with “piggy-back”



provisions, the need to purchase in large quantities at one time is no longer necessary. These current contracts base their pricing on the ability of multiple State and Local government agencies to purchase equipment on an “as-needed” basis, while still passing along quantity discounts. Other examples of these contracts are the Western States Contracting Alliance (WSCA) and the California Communities Purchasing Program (CCPP) sponsored by the League of California Cities.

When purchasing computers on an as-needed basis, the City will be able to setup and install the computers more efficiently when staffing is available, eliminating the need to have a large storage area for the computers and risk of potential loss due to theft or disaster. By purchasing when the computer is required, the City can still take advantage of price reductions.

As in the past, the City will continue to use the same evaluation criteria for selecting equipment. This will include certification of the preloaded operating system and software, quality of components, software upgrade policy, price, compliance with the City’s standard specifications, product reliability, vendor reputation, and financial stability of the supplier and the computer manufacturer.

#### **FISCAL IMPACT**

There is \$350,000 budgeted to fund the purchase of replacement computers, servers, related software, licensing, and peripherals.

#### **REASON FOR RECOMMENDATION**

The computers and servers are needed to increase the stability of the computing environment, increase productivity and to replace worn-out equipment. Purchasing through current contracts will allow the City the flexibility to install computers and servers on an as-needed basis, purchase the most recent configurations offered by the manufacturers, and receive the latest price reductions offered.

#### **ACTIONS FOLLOWING APPROVAL**

The City will purchase the budgeted desktop computers and servers from current competitively bid contracts as they are required. As the units arrive, they will be setup and installed to the department users that were designated to receive new computers during the budget process.

Prepared by: Jesse Velez, I.T. Deputy Director

Reviewed by: City Manager *AV*



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: August 7, 2023

SUBJECT: Finance – Receive and File – Findings & Recommendations from Community Facilities District Citizens Oversight Committee.

ATTACHMENTS: 1. Report from Community Facilities District (CFD) Citizens Oversight Committee  
2. Community Facilities District 2004-1 Revenue and Expenditures Staff Report dated December 12, 2022

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

That the Council receive and file the report presented by the Community Facilities Citizens Oversight Committee following a review of the public safety department budgets and findings relating to the use of the tax proceeds of the CFD for police and fire service.

### **EXECUTIVE SUMMARY**

In March 2004, the Council approved the formation of Community Facilities District 2004-1, which provides funding for public safety operations in new growth areas generally located north of Herndon and east of Locan Avenues. The Council also established an independent citizens oversight committee for the purpose of reviewing revenue and expenditures associated with the Community Facilities District. The committee recently met with the Police Chief, Fire Chief, and Assistant Finance Director reviewing the budgets of the Police and Fire Departments, validating allocation methods of CFD costs, and providing findings, if any, related to the use of CFD tax proceeds.

### **BACKGROUND**

As part of the formation of the Community Facilities District 2004-01, the Council established an independent citizens oversight committee for the purpose of reviewing revenues and expenditures associated with the Community Facilities District. The committee consists of five members for a term of four (4) years. The committee includes one member of the real estate

community, one member of the Building Industry Association, and three members who are landowners of residential properties within the Community Facilities District. The committee will review the expenditures of the tax proceeds and determine that such expenditures are in accordance with the purpose and intent of the Community Facilities District Resolution of Intention approved by the City Council and to report those findings to the City Council. The committee members are Laura Corey – Real Estate Community Representative; Mike Prandini – Building Industry Association Representative; Dennise Rivera – Property Owner; David Martin Connolly – Property Owner; and Jonathan B. Holt – Property Owner. Jonathan B. Holt is the spokesperson for the committee.

The Purpose and Intent of the Community Facilities District 2004-01 as established by the City Council is:

*Police and Fire Services (the “Services”) of the City of Clovis required to sustain the service delivery capability for emergency and non-emergency services to new growth area of the City of Clovis, including related facilities, equipment, vehicles, fire apparatus, services, supplies and personnel; provided however that any increases in special taxes for costs related to employee wages and benefits shall be limited as provided in the Rate and Method of apportionment of the Special Taxes to fund such Services.*

The committee recently met with the Police Chief, Fire Chief, and Assistant Finance Director reviewing the actual 2021/22 expenditures and the 2022/23 budgets of the Police and Fire Departments, to validate allocation methods of CFD costs, and provide findings related to the use of CFD tax proceeds. While there were no findings, the committee determined the following:

1. Actual and budgeted expenditures are appropriate, and services provided to the Community Facilities District 2004-01 are within the intent of the formation of the district.
2. Revenue and allocation of costs attributable to the Community Facilities District 2004-01 are appropriate.

In conclusion, the committee verified the expenditures are in accordance with the purpose and intent of the enabling legislation found at Government Code Section 53311 and the Resolution of Intention approved by the Clovis City Council.

Below is a summary of the CFD 2004-1 financial data for reference. This information was provided in the CFD status report that was presented to Council on December 12, 2022. There were 8,090 parcels assessed in 2021-2022, generating \$2,188,000 in assessments. The per-unit assessment for 2021-2022 was \$265.88 for single family units and \$229.56 for multifamily units.

Expenditures for public safety services associated growth in the CFD area for 2021-2022 were \$5,206,000. In 2021-2022, the Community Facilities District fee revenue covered 42% of Community Facilities District expenditures.

	<u>2021-2022</u>	<u>2020-2021</u>	<u>2019-2020 and prior</u>
Expenditures	\$5,206,000	\$4,167,000	\$43,911,000
Revenue	\$2,188,000	\$2,130,000	\$12,733,000

The committee would also like to express to Council that they, the committee representing the property owners and interested parties, feel the purpose of the Community Facilities District 2004-01 is being fulfilled and recommend that the District and associated tax assessment be continued as currently established.

**FISCAL IMPACT**

This report provides the findings and recommendations of the Community Facilities District 2004-01 Oversight Committee. The Committee is recommending that the District and associated tax assessments be continued as currently established to meet the funding requirements needed to sustain service levels in the new growth areas.

**REASON FOR RECOMMENDATION**

The fiscal report is for information only and no action is required.

**ACTIONS FOLLOWING APPROVAL**

Copies of the report will be made available to any member of the public who requests a copy of the report. The Committee will communicate on an annual basis or as needed to fulfill the role of the committee.

Prepared by: Gina Daniels, Assistant Finance Director

Reviewed by: City Manager *AK*



# CITY of CLOVIS

1033 FIFTH STREET • CLOVIS, CA 93612

June 29, 2023

Dear Mayor and Members of the City Council

On behalf of the Community Facilities District 2004-01 Citizens Oversight Committee, I would like to present our findings and recommendations following our review of revenues and expenditures associated with the Community Facilities District in Clovis.

Our purpose as we understood it was to review the expenditures of the tax proceeds of the Community Facilities District and to make sure such expenditures were in accordance with the purpose and intent of the enabling legislation and the Resolution of Intention approved by the Clovis City Council; and to report our findings to the City Council.

Our committee recently met with the Police Chief, Fire Chief, and Assistant Finance Director, reviewing the budgets of the Police and Fire Departments, validating allocation methods of CFD costs, and providing findings related to the use of CFD tax proceeds. Below are those findings:

1. Actual and budget expenditures are appropriate and services provided to the Community Facilities District 2004-01 are within the intent of the formation of the District.
2. Revenue and allocation of costs attributable to the Community Facilities District 2004-01 are appropriate.

In conclusion, the committee verified the expenditures are in accordance with the purpose and intent of the enabling legislation found at Government Code Section 53311 and the Resolution of Intention approved by the Clovis City council.

The committee would also like to express to Council that we, the committee representing the property owners and interested parties, feel the Community Facilities District 2004-01 purpose is being fulfilled and recommend the District and associated tax assessment be continued as currently established.

Sincerely,

Jonathan B. Holt  
Spokesperson  
Clovis Community Facilities District Oversight Committee



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: December 12, 2022

SUBJECT: Finance – Receive and File – Status Report of Community Facilities District 2004-1 Revenues and Expenditures.

ATTACHMENTS: None.

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

That the Council receive and file the report on the status of the Community Facilities District 2004-1 Revenues and Expenditures.

### **EXECUTIVE SUMMARY**

In March 2004, the Council approved the formation of Community Facilities District 2004-1 (CFD), which provides funding for public safety operations in new growth areas generally located north of Herndon or east of Locan Avenues. During formation, the Council directed staff to prepare an annual report indicating the amounts received from CFD tax revenues and expenditures applicable to the CFD area. The Council also directed that an independent citizens oversight committee (Committee) be established to review the revenues and expenditures of the CFD annually.

### **BACKGROUND**

Fiscal year 2005-2006 was the first year the City received revenues from the levy of CFD taxes. Any residential parcel located in the CFD with a building permit issued prior to May 1, would be subject to the CFD tax the following fiscal year, payable with their property tax bill.

There were 8,090 parcels assessed in 2021-2022, generating \$2,188,000 in special taxes. The per-unit tax for 2021-2022 was \$265.88 for single family units and \$229.56 for multi-family units. The revenue received is allocated between Police (67%) and Fire (33%) which goes into the Police and Fire department budgets as non-discretionary general fund revenue. The revenue received in 2021-2022 provides funding for approximately 7 Police Officers and 4 Fire Fighters.

Expenditures for public safety services associated with growth in the CFD area for 2021-2022 were \$5,206,000. In 2021-2022, CFD tax revenue covered 42% of CFD area expenditures.

	<u>2021-2022</u>	<u>2020-2021</u>	<u>2019-2020 and prior</u>
Expenditures	\$5,206,000	\$4,167,000	\$43,911,000
Revenues	\$2,188,000	\$2,130,000	\$12,733,000

The Council established the Committee for the purpose of reviewing revenue and expenditures associated with the CFD. The Committee consists of five members for a term of four (4) years without compensation and shall be appointed by the Mayor, subject to approval by the City Council. The committee includes one member of the real estate community, one member of the Building Industry Association, and three members who are landowners of residential properties within the CFD. Once appointed, the Committee reviews expenditures of the tax proceeds and determines that such expenditures are in accordance with the purpose and intent of the Community Facilities District Resolution of Intention approved by the Council and to report those findings to the Council.

The following current members were appointed at the January 14, 2019, Council meeting:

- Laura Corey – Real Estate Community Representative
- Mike Prandini – Building Industry Association Representative
- Denise Rivera – Property Owner
- David Martin Connolly – Property Owner
- Jonathan B. Holt – Property Owner

A separate staff report will be presented to the Council in the Spring of 2023 by the Committee, following a review of the public safety department budgets and findings relating to the use of the tax proceeds of the CFD for Police and Fire services.

**FISCAL IMPACT**

This report provides a status of the CFD revenue and expenditures attributable to the CFD. The report reflects that the CFD tax revenue is contributing approximately 42% of the total expenditures attributable to the public safety services provided in the CFD.

**REASON FOR RECOMMENDATION**

This annual status report is for information only and no action is required.

**ACTIONS FOLLOWING APPROVAL**

Staff will file the report and copies of the report will be made available to the Committee and any member of the public who requests a copy.

Prepared by: Ran Chan, Accountant

Reviewed by: City Manager *AH*



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: August 7, 2023

SUBJECT: General Services – Approval – Res. 23\_\_\_\_, Approving a Side Letter Agreement with Clovis Police Officers Association to Identify Specific Paid Holidays within the CPOA MOU; and Authorizing the City Manager to Execute the Agreement.

ATTACHMENTS: 1. Resolution with Side Letter

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For the City Council to approve a resolution approving a side letter agreement with Clovis Police Officers Association (CPOA) to identify specific paid holidays within the CPOA MOU and authorize the City Manager to execute the agreement.

### **EXECUTIVE SUMMARY**

Approval of a side letter is requested to specifically list paid holidays for CPOA members. The total hours of holiday time remain unchanged.

### **BACKGROUND**

The current CPOA MOU does not specifically identify which holidays the members of CPOA receive. Providing a list of holidays and the corresponding hours of pay for each will better clarify the calculation of holiday pay within the bargaining unit. The number of holiday hours CPOA members receive is unchanged at 108 hours per year.

CPOA members receive 10-hours per holiday listed below, with the exception of 4-hours each for Christmas Eve and New Year's Eve. CPOA Members have the option to cash out some or all of the 108 holiday hours as stated within the CPOA MOU.



- |                              |                                      |
|------------------------------|--------------------------------------|
| • New Year's Day             | January 1                            |
| • Martin Luther King Jr. Day | 3 <sup>rd</sup> Monday in January    |
| • President's Day            | 3 <sup>rd</sup> Monday in February   |
| • Memorial Day               | 4 <sup>th</sup> Monday in May        |
| • Independence Day           | July 4                               |
| • Labor Day                  | 1 <sup>st</sup> Monday in September  |
| • Veterans' Day              | November 11                          |
| • Thanksgiving Day           | 4 <sup>th</sup> Thursday in November |
| • Day after Thanksgiving Day | Friday following Thanksgiving Day    |
| • Christmas Eve (4 hours)    | December 24                          |
| • Christmas Day              | December 25                          |
| • New Year's Eve (4 hours)   | December 31                          |

**FISCAL IMPACT**

None.

**REASON FOR RECOMMENDATION**

Approval of the side letter will better clarify eligible holidays for members of CPOA.

**ACTIONS FOLLOWING APPROVAL**

Article 23 of the CPOA MOU will be updated to include the side letter information.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager *AH*

RESOLUTION 23-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING A SIDE LETTER AGREEMENT WITH  
CLOVIS POLICE OFFICERS ASSOCIATION (CPOA)

**WHEREAS**, there is a need to better clarify the specific holidays allocated to CPOA members; and

**WHEREAS**, specifically listing paid holidays for CPOA members will dispel issues related to holiday cash outs; and

**WHEREAS**, the number of holiday hours for CPOA members remains unchanged from the current MOU; and

**WHEREAS**, CPOA and City representatives met and conferred on the side letter and are in agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis approves the Side Letter Agreement with CPOA (Attachment A) and authorizes the City Manager to sign the agreement.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 7, 2023, by the following vote, to wit.

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

DATED:

\_\_\_\_\_  
Mayor

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

**Side Letter Agreement between the City of Clovis and the Clovis Police Officers Association Amending the current 2022-2025 MOU**

This Side Letter of Agreement, entered into on \_\_\_\_\_, 2023, is made by and between the City of Clovis (the “City”) and the Clovis Police Officers Association (CPOA).

Whereas, the City and CPOA wish to identify the designated holidays for paid holiday time. By executing this side letter agreement, the City and CPOA agree that Article 23 of the Memorandum of Understanding (MOU) between the City and CPOA is hereby amended as follows:

**Article 23. HOLIDAYS**

A. Employees in this unit shall be entitled to time off in lieu of holidays. Holiday time shall be credited in advance to all personnel on each subsequent July 1 during the term of this contract, and shall not be credited on a monthly basis. Employees shall be entitled to 10 hours holiday pay for each of the following legal holidays, with the exception of Christmas Eve and New Year’s Eve which are paid at 4 hours each. Total of 108 holiday hours.

- |                              |                                      |
|------------------------------|--------------------------------------|
| • New Year’s Day             | January 1                            |
| • Martin Luther King Jr. Day | 3 <sup>rd</sup> Monday in January    |
| • President’s Day            | 3 <sup>rd</sup> Monday in February   |
| • Memorial Day               | 4 <sup>th</sup> Monday in May        |
| • Independence Day           | July 4                               |
| • Labor Day                  | 1 <sup>st</sup> Monday in September  |
| • Veterans’ Day              | November 11                          |
| • Thanksgiving Day           | 4 <sup>th</sup> Thursday in November |
| • Day after Thanksgiving Day | Friday following Thanksgiving Day    |
| • Christmas Eve (4 hours)    | December 24                          |
| • Christmas Day              | December 25                          |
| • New Year’s Eve (4 hours)   | December 31                          |

B. (Unchanged from current MOU)

C. (Unchanged from current MOU)

D. (Unchanged from current MOU)

E. If during the term of this agreement the City Council determines to add any additional City-wide paid holidays, the holiday will be added to the list above and an additional 10 hours holiday pay allocated.

Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter of Agreement shall be incorporated into the MOU as adopted.

Authorized representatives of the City and CPOA have met and conferred in good faith, and the parties agree to adopt this side letter agreement as of the date above.

For the CITY:

For the ASSOCIATION

\_\_\_\_\_  
John Holt, City Manager

\_\_\_\_\_  
Jordan Hunter, CPOA President

\_\_\_\_\_  
Mary Lerner, Attorney for City

\_\_\_\_\_  
Tony Silva, Labor Rep for CPOA

ATTEST: \_\_\_\_\_  
Karey Cha, City Clerk

DATE: \_\_\_\_\_



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: August 7, 2023

SUBJECT: General Services – Approval – Res. 23-\_\_\_\_, Approving a Side Letter Agreement with Clovis Firefighters Association Providing Dedicated Clinical Director Incentive Pay; and Approval – Res. 23-\_\_\_\_, Approving a Side Letter Agreement with Clovis Firefighters Association to Identify Specific Paid Holidays within the CFFA MOU; and Authorizing the City Manager to Execute the Agreements.

ATTACHMENTS: 1. Resolution – Designated Clinical Director Pay  
2. Resolution – Holiday Hours

### CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### RECOMMENDATION

For the City Council to approve a resolution approving a side letter agreement with Clovis Firefighters Association (CFFA) to provide Dedicated Clinical Director incentive pay within CFFA and to approve a resolution approving a side letter agreement to identify specific paid holidays within the CFFA MOU and authorize the City Manager to execute the agreements.

### EXECUTIVE SUMMARY

Staff is requesting approval of a side letter allowing for a \$350 per month incentive pay to the CFFA member responsible for serving as Clinical Director and overseeing training and certification compliance for City EMT's. In addition, approval of a side letter is requested to specifically list paid holidays for CFFA members to better clarify paid holidays. The total hours of holiday time remain unchanged.

### BACKGROUND

#### Clinical Director Incentive Pay

Prior to his retirement, Chief Binaski acted as Clinical Director to maintain the Fire Department's Continuing Education (CE) provider status. However, his retirement has left a need to designate a paramedic in the role of Clinical Director to provide clinical and field activities approved for CE

credit, approving the instructor(s), and monitoring the overall quality of the EMS content of the program. The duties of Clinical Director would be in addition to the employee's regular duties. The side letter allows for a \$350 monthly incentive for the appointed Clinical Director.

### Paid Holidays

The current CFFA MOU doesn't specifically identify which holidays members of CFFA receive paid time. Providing a list of holidays and the corresponding hours of pay for each, will better clarify the calculation of holiday pay within the bargaining unit. CFFA members receive 20 hours for each of the 10 holidays listed below. The number of holiday hours CFFA members receive is unchanged at 200 hours per year for those working a 56-hour workweek. The conversion of dividing 200 hours by 1.4 is used for employees assigned to a 40-hour work week as stated in Article 12.6 of the current CFFA MOU.

- |                              |                                      |
|------------------------------|--------------------------------------|
| • New Year's Day             | January 1                            |
| • Martin Luther King Jr. Day | 3 <sup>rd</sup> Monday in January    |
| • President's Day            | 3 <sup>rd</sup> Monday in February   |
| • Memorial Day               | 4 <sup>th</sup> Monday in May        |
| • Independence Day           | July 4                               |
| • Labor Day                  | 1 <sup>st</sup> Monday in September  |
| • Veterans' Day              | November 11                          |
| • Thanksgiving Day           | 4 <sup>th</sup> Thursday in November |
| • Day after Thanksgiving Day | Friday following Thanksgiving Day    |
| • Christmas Day              | December 25                          |

### **FISCAL IMPACT**

There is approximately \$4,200 additional annual cost for the Clinical Director monthly incentive. No impact related to holiday time.

### **REASON FOR RECOMMENDATION**

The Clinical Director incentive pay will provide an additional \$350 per month for the CFFA employee responsible for overseeing the emergency medical services training program which will provide for continuity within the EMS program. Approval of the holiday side letter will better clarify eligible holidays for members of CFFA.

### **ACTIONS FOLLOWING APPROVAL**

Article 9.11 of the CFFA MOU will be updated to include the Clinical Director information and Article 18.1 will be updated related to the list of paid holidays.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager *AH*

RESOLUTION 23-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING A SIDE LETTER AGREEMENT WITH  
CLOVIS FIREFIGHTERS ASSOCIATION (CFFA)

**WHEREAS**, per Central California Emergency Medical Services Agency (CCEMSA) requirements, there is a need to designate a Clinical Director for Clovis Fire Department to maintain its Continuing Education (CE) provider status; and

**WHEREAS**, the designated Clinical Director will be responsible for monitoring all clinical and field activities approved for CE credit, approving the instructor(s), and monitoring the overall quality of the EMS content of the program; and

**WHEREAS**, the designated Clinical Director shall receive a monthly incentive of \$350; and

**WHEREAS**, CFFA and City representatives met and conferred on the side letter and are in agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis approves the Side Letter Agreement with CFFA (Attachment A) and authorizes the City Manager to sign the agreement.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 7, 2023, by the following vote, to wit.

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

DATED:

\_\_\_\_\_  
Mayor

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

**Side Letter Agreement between the City of Clovis and the Clovis Firefighters Association Amending the current 2022-2025 MOU**

This Side Letter of Agreement, entered into on \_\_\_\_\_, 2023, is made by and between the City of Clovis (the "City") and the Clovis Firefighters Association (CFFA).

Whereas, the City and CFFA wish to implement an agreement on the procedures for adding an incentive for a Clinical Director in order to maintain the City Fire Department's Continuing Education (CE) provider status. By executing this side letter agreement, the City and CFFA agree that article 9 of the Memorandum of Understanding (MOU) between the City and CFFA is hereby amended as follows:

**Article 9**

**9.11 CE Provider Clinical Director Incentive-** In order for the department to maintain status as a CE provider, the department is required to have a Clinical Director. Per Central California Emergency Medical Services Agency (CCEMSA), each CE provider shall have an approved Clinical Director who is currently licensed as a physician, registered nurse, physician assistant, or paramedic. The duties of the Clinical Director shall include, but not be limited to, monitoring all clinical and field activities approved for CE credit, approving the instructor(s), and monitoring the overall quality of the EMS content of the program.

- a. The Fire Chief may, in his or her discretion, appoint any qualified employee to serve as the Clinical Director.
- b. The duties of Clinical Director shall be supplemental to the appointed employee's regular work duties.
- c. Incentive: Any employee appointed as the Clinical Director shall receive three-hundred and fifty dollars (\$350) added to their base salary each month.
- d. The Clovis Fire Department will pay for the Clinical Director's local CCEMSA recertification every two (2) years.
- e. If the department implements a paramedic program in the future, this Clinical Director incentive will be terminated upon the date the paramedic team leader is officially appointed by the Fire Chief, as the team leader will take over the role and duties of the Clinical Director.
- f. The City reserves the right to reassign the Clinical Director duties to an employee within CFFA. If no member within CFFA is qualified, the Fire Chief may assign the position to a City management team or contract with a third party for provision of these services.

Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter of Agreement shall be incorporated into the MOU as adopted.



Authorized representatives of the City and CFFA have met and conferred in good faith, and the parties agree to adopt this side letter agreement as of the date above.

For the CITY:

For the ASSOCIATION

\_\_\_\_\_  
John Holt, City Manager

\_\_\_\_\_  
Trenton McGill, CFFA President

\_\_\_\_\_  
Mary Lerner, Attorney for City

\_\_\_\_\_  
Kathleen Mastagni, Attorney for CFFA

ATTEST: \_\_\_\_\_  
Karey Cha, City Clerk

DATE: \_\_\_\_\_

RESOLUTION 23-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING A SIDE LETTER AGREEMENT WITH  
CLOVIS FIREFIGHTERS ASSOCIATION (CFFA)

**WHEREAS**, there is a need to better clarify the specific holidays allocated to CFFA members; and

**WHEREAS**, specifically listing paid holidays for CFFA members will dispel issues related to holiday cash outs; and

**WHEREAS**, the number of holiday hours for CFFA members remains unchanged from the current MOU; and

**WHEREAS**, CFFA and City representatives met and conferred on the side letter and are in agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis approves the Side Letter Agreement with CFFA (Attachment A) and authorizes the City Manager to sign the agreement.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 7, 2023, by the following vote, to wit.

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

DATED:

\_\_\_\_\_  
Mayor

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

**Side Letter Agreement between the City of Clovis and the Clovis Firefighters Association Amending the current 2022-2025 MOU**

This Side Letter of Agreement, entered into on \_\_\_\_\_, 2023, is made by and between the City of Clovis (the “City”) and the Clovis Firefighters Association (CFFA).

Whereas, the City and CFFA wish to identify the designated holidays for paid holiday time. By executing this side letter agreement, the City and CFFA agree that article 18 of the Memorandum of Understanding (MOU) between the City and CFFA is hereby amended as follows:

**Article 18. HOLIDAYS**

A. Each regular employee described in Article 6 shall be entitled to time off in lieu of holidays. Holiday time shall be credited, in advance, to all personnel on July 1 of each year. Each regular employee described in Article 6 shall be entitled to 20 hours holiday pay for each of the following recognized holidays. Total of 200 holiday hours for employees working a 56-hour work week. The conversion of dividing 200 hours by 1.4 is used for employees assigned to a 40-hour week as stated in Article 12.6.

- |                              |                                      |
|------------------------------|--------------------------------------|
| • New Year’s Day             | January 1                            |
| • Martin Luther King Jr. Day | 3 <sup>rd</sup> Monday in January    |
| • President’s Day            | 3 <sup>rd</sup> Monday in February   |
| • Memorial Day               | 4 <sup>th</sup> Monday in May        |
| • Independence Day           | July 4                               |
| • Labor Day                  | 1 <sup>st</sup> Monday in September  |
| • Veterans’ Day              | November 11                          |
| • Thanksgiving Day           | 4 <sup>th</sup> Thursday in November |
| • Day after Thanksgiving Day | Friday following Thanksgiving Day    |
| • Christmas Day              | December 25                          |

Except as amended herein, each and every term and condition of the MOU shall remain in full force and effect, and this Side Letter of Agreement shall be incorporated into the MOU as adopted.

Authorized representatives of the City and CFFA have met and conferred in good faith, and the parties agree to adopt this side letter agreement as of the date above.

For the CITY:

For the ASSOCIATION

\_\_\_\_\_  
John Holt, City Manager

\_\_\_\_\_  
Trenton McGill, CFFA President

\_\_\_\_\_  
Mary Lerner, Attorney for City

\_\_\_\_\_  
Kathleen Mastagni, Attorney for CFFA

ATTEST: \_\_\_\_\_  
Karey Cha, City Clerk

DATE: \_\_\_\_\_



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: August 7, 2023

SUBJECT: General Services – Approval – Res. 23-\_\_\_\_, Authorizing an Increased Loan Amount through the California Energy Commission for Solar Project Funding; and Finding that the Project is Exempt from CEQA Pursuant to Class 1 and Class 2 Categorical Exemptions.

ATTACHMENTS: 1. Resolution 23-\_\_\_\_

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For the City Council to approve an increased loan amount for a cost effective turnkey Solar Photovoltaic (PV) project at the City's three (3) new facilities: Fire Station #6, Senior Activity Center, and Transit Hub.

### **EXECUTIVE SUMMARY**

Staff is seeking approval to increase loan costs for turnkey solar projects at Fire Station #6, the new Senior Activity Center, and Transit Hub. The original project cost was estimated at \$962,625, however costs for materials and equipment have increased from 5% to 20%, depending upon final pricing. The new project cost is not to exceed \$1,155,150, while still providing savings and a positive cash flow in the first year, and payoff of the project within 9-10 years.

Staff recommends the approval of an updated resolution authorizing the application and utilization of the California Energy Commission (CEC) 1% Energy Loan Program as the source of funding for these projects.

**BACKGROUND**

At the April 3, 2023, Council meeting, Council approved a resolution allowing the City to apply for a 1% loan through the California Energy Commission (CEC) for solar projects. The projects would provide for the installation of solar energy systems at the following City facilities:

- Fire Station #6
- The new Clovis Senior Activity Center at Landmark Square
- The new William “Harry” H. Armstrong Transit Center at Landmark Square

The resolution approved a CEC 1% interest loan in the estimated project amount of \$962,625. While Fire Station 6 is complete, project delays on the Landmark Square buildings have postponed the progress and installation of the solar projects on these facilities. It is estimated that the Landmark Buildings will be completed in the Fall of 2023 and installation of the solar project could begin shortly thereafter.

Unfortunately, costs for materials and equipment for these solar projects is estimated to have increased from 5% to 20% above the amount previously approved. Once we are closer to the start of the solar projects, our third-party energy services company Compass Energy will work with their supply and installation vendors to secure updated project costs at the lowest possible rate.

Approval of an updated resolution with an increased CEC loan amount not to exceed \$1,155,150 is proposed to prevent delays of the CEC loan which is expected to be approved in September. However, actual project costs will be charged which could be considerably lower than the not-to-exceed amount.

The CEC also requires that the resolution include a statement declaring that the project is exempt from CEQA pursuant to CEQA Guidelines Section 15301 Existing Facilities Class 1 and Section 15302 Replacement or Reconstruction Class 2. Class 1 exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use. Class 2 exemptions consist of replacement or reconstruction of existing structures or facilities. A Notice of Exemption has been prepared by city Planning and Development Services Department staff and is available for public review.

**FISCAL IMPACT**

The original cost of the energy efficiency project was \$962,625. The expected cost increase is between 5% and 20%. Even with the increase, the City would experience a positive cash flow starting in year one by reducing the amount paid to PG&E for electrical costs. The proposed funding source is a 1% CEC loan not to exceed \$1,155,150. Depending upon the final project cost, the initial investment will be paid off in 9 to 10 years.

**REASON FOR RECOMMENDATION**

Delays in completion of the Landmark Square building has pushed back the procurement and installation of roof-top solar system projects. Once the buildings are complete, Compass Energy Solutions will obtain the lowest final project cost from its approved vendors. The total cost of the

project is unknown at this time but will not exceed \$1,155,150. Preparing a revised resolution prevents delays in the CEC loan approval.

**ACTIONS FOLLOWING APPROVAL**

Once the final project costs are known, staff will execute an agreement between the City and Compass Energy Solutions, for Solar PV projects at the new Senior Activity Center, Transit Hub and Fire Station #6. Upon contract approval by the City Manager, staff will schedule Compass Energy Solutions to commence work as soon as possible and submit the approved revised resolution to the CEC to process the loan.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager *AH*

RESOLUTION 23-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING A LOAN APPLICATION TO THE CALIFORNIA ENERGY COMMISSION FOR
FUNDING OF SPECIFIED ENERGY EFFICIENCY PROJECTS AND FINDING THAT THE
PROJECT IS EXEMPT FROM CEQA PURSUANT TO CLASS 1 AND CLASS 2
CATEGORICAL EXEMPTIONS

WHEREAS, the California Energy Commission provides loans to schools, hospitals, local governments, special districts, and public care institutions to finance energy efficiency improvements.

NOW THEREFORE, BE IT RESOLVED, that the Clovis City Council authorizes the City of Clovis to apply for an energy efficiency loan from the California Energy Commission to implement energy efficiency measures.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), the Clovis City Council (Governing Body) finds that the activity funded by the loan is a project that is exempt under CEQA Guidelines Section 5301 Existing Facilities Class 1 and Section 15302 Replacement or Reconstruction Class 2.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the Clovis City Council authorizes City of Clovis to accept a loan up to \$1,155,150.

BE IT ALSO RESOLVED, that the amount of the loan will be paid in full, plus interest, under the terms and conditions of the Loan Agreement, Promissory Note and Tax Certificate of the California Energy Commission.

BE IT FURTHER RESOLVED, that John Holt, Clovis City Manager, is hereby authorized and empowered to execute in the name of the City of Clovis all necessary documents to implement and carry-out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 7, 2023, by the following vote, to wit.

- AYES:
NOES:
ABSENT:
ABSTAIN:

DATED:

Mayor

City Clerk





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: August 7, 2023

SUBJECT: General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Mark Stevenson.

ATTACHMENTS: None

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

Reject the General Liability Claim filed on behalf of Mark Stevenson.

### **EXECUTIVE SUMMARY**

On behalf of Mark Stevenson (claimant) a General Liability Claim filed against the City of Clovis on July 5, 2023, alleging that Clovis Police officers threatened Mr. Stevenson with arrest and violated his constitutional rights. Mr. Stevenson claims that he sustained emotional distress and seeks reimbursement. It is recommended that the claim be rejected at this time.

### **BACKGROUND**

On July 5, 2023, a General Liability Claim was filed against the City of Clovis on behalf of Mark Stevenson. The claim was considered legally sufficient and timely. Mr. Stevenson alleged that on June 17, 2023, the Clovis Police officers responded to his residence and threatened to arrest Mr. Stevenson if he continued to call the police regarding death threats made by his neighbor. Mr. Stevenson feels the officers' actions violated his constitutional rights and caused humiliation, fear, and emotional distress.

Mr. Stevenson seeks damages for reimbursement in the amount in excess of \$25,000. The claim has been filed as a "civil unlimited case".

### **FISCAL IMPACT**

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

**REASON FOR RECOMMENDATION**

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

**ACTIONS FOLLOWING APPROVAL**

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

Prepared by: Charles W. Johnson, Management Analyst

Reviewed by: City Manager *AA*



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: August 7, 2023

SUBJECT: General Services – Approval - Claim Rejection of the General Liability Claim on behalf of David Ortega, Annette Ortega, Alondra Ortega-Duenas, and Adrian Ortega.

ATTACHMENTS: None.

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

Reject the General Liability Claim filed on behalf of David Ortega, Annette Ortega, Alondra Ortega-Duenas, and Adrian Ortega.

### **EXECUTIVE SUMMARY**

On behalf of David Ortega, Annette Ortega, Alondra Ortega-Duenas, and Adrian Ortega (claimants), the City received a Claim Form on July 18, 2023, alleging the City of Clovis should have known of the Clovis Police officer's inability to operate a non-City motor vehicle safely, which could have prevented the death of the decedent (Ana Ortega). It is recommended that the City reject the claim, send notice of rejection, and refer the matter to the City's third-party administrator for liability claims for further investigation and handling.

### **BACKGROUND**

On July 18, 2023, a revised General Liability Claim was received by the City of Clovis on behalf of David Ortega, Annette Ortega, Alondra Ortega-Duenas, and Adrian Ortega, by Johnston & Hutchinson LLP located in Los Angeles, CA. The claim was considered legally sufficient and timely. The claim alleges the City of Clovis should have known of the off-duty Clovis Police officer's inability to operate a non-City motor vehicle safely, which could have prevented the death of the decedent (Ana Ortega) that occurred outside City jurisdiction.

The claimants seek damages for wrongful death consisting of all associated economic and non-economic damages allowed by law. The claim has been filed as a "civil unlimited case".

**FISCAL IMPACT**

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

**REASON FOR RECOMMENDATION**

It is recommended that the claim be rejected. The City is disputing this claim. By rejecting this claim, the time in which a lawsuit for various claims may be filed against the City will begin to run.

**ACTIONS FOLLOWING APPROVAL**

A rejection notice letter will be sent to the claimants informing them that the claim has been rejected.

Prepared by: Charles W. Johnson, Management Analyst

Reviewed by: City Manager *AH*



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: August 7, 2023

SUBJECT: General Services – Approval – Res. 23-\_\_\_\_, Renewing Medical Plan Options for Eligible Retirees and Restating the Eligibility Requirements for Participation in the Plan.

ATTACHMENTS: 1. Res. 23-\_\_\_\_ Retiree Medical

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

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

### **EXECUTIVE SUMMARY**

The City has sponsored a group retiree medical plan for retirees who meet certain eligibility requirements for many years. Approval of the attached resolution renews the retiree medical plan for the 2024 plan year.

### **BACKGROUND**

The City has offered employees who retire from City service the option of purchasing the same medical and prescription drug benefit package offered to full-time, regular employees. The retiree medical plan option is renewed annually at the discretion of the Council. This option provides qualifying retirees (those with a minimum of five (5) years of full-time City service immediately preceding retirement) with the opportunity to continue participation in the City's medical/prescription plans. Eligibility requirements for participation in the plan and rate information are listed in the attached (Attachment A of Attachment 1).

**FISCAL IMPACT**

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

**REASON FOR RECOMMENDATION**

Council action is necessary to renew the retiree medical plan option for eligible retirees for the 2024 plan year.

**ACTIONS FOLLOWING APPROVAL**

Upon approval, the program renewal will become effective with the 2024 plan year, i.e., January 1, 2024. Eligible retirees will be provided with an open enrollment period (i.e., October 16 through November 9, 2023). Additionally, employees who retire and become eligible during the 2024 plan year will be provided with a similar notice at the time of retirement.

Prepared by: Linda Parry/Personnel Management Analyst

Reviewed by: City Manager *AA*

**RESOLUTION 23-**

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

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

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

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

**NOW THEREFORE, BE IT RESOLVED**, that the City of Clovis hereby renews the Retiree Medical Plan Option and rates effective January 1, 2024, as summarized in Attachment A.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 7, 2023, by the following vote to wit:

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

Dated

\_\_\_\_\_  
Mayor

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

## Retiree Medical/Prescription Plan Summary For the 2024 Plan Year

### Retiree Benefits

Effective January 1, 2024, retirees of the City of Clovis will be allowed to continue in a City sponsored Retiree Medical/Prescription Plan at their own expense, provided they meet the plan eligibility requirements. Enrolled retirees will participate in the annual open enrollment for the medical/prescription plans.

### Eligibility Requirements

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

1. Been continuously covered in the medical/prescription portion of the City's health plan through December 31, 2023, as a full-time regular employee or a retired enrollee; or, was continuously covered by a City-approved group medical/prescription plan as a full-time regular City employee immediately preceding retirement from the City.
2. Be eligible to retire in accordance with CalPERS age and service requirements, including disability retirement.
3. Have a minimum of five (5) years of service with the City of Clovis as a full-time regular employee immediately preceding employment separation with the City of Clovis.
4. Retired employees and their dependents are eligible for City coverage **until they become eligible for Medicare**. Retired employees and/or their dependents that become eligible for Medicare are no longer eligible to remain on the City's retiree plans. They have the option of enrolling in Medicare and may seek supplemental coverage other than through the City's plan.
  - a. If a retired employee becomes Medicare eligible and has a spouse who is not Medicare eligible or a dependent child under the age of 26, the spouse and child may continue City coverage even after the retired employee becomes Medicare eligible and enrolls in Medicare and a supplemental plan.
  - b. A spouse who becomes Medicare eligible, or a dependent child who reaches the age of 26, will not be eligible to continue in the City's Retiree Medical/Prescription Plan.



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

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

#### Dental and Vision Coverage

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

**Pre 65 Retiree Health Plan Monthly Rates charged by Vendor  
for the 2024 Program Year**

	<b><u>Anthem HMO 15</u></b>	<b><u>Kaiser HMO 15</u></b>
Retiree Only	\$1,094.00	\$ 953.00
Retiree & Spouse	\$2,263.00	\$1,975.00
Retiree & Child(ren)	\$1,965.00	\$1,697.00
Retiree & Family	\$3,275.00	\$2,814.00

	<b><u>Anthem PPO 80</u></b>
Retiree Only	\$1,054.00
Retiree & Spouse	\$2,211.00
Retiree & Child(ren)	\$1,898.00
Retiree & Family	\$3,156.00

	<b><u>Anthem HDHP</u></b>	<b><u>Kaiser HDHP</u></b>
Retiree Only	\$ 758.00	\$ 745.00
Retiree & Spouse	\$1,587.00	\$1,540.00
Retiree & Child(ren)	\$1,386.00	\$1,324.00
Retiree & Family	\$2,267.00	\$2,195.00



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: August 7, 2023

SUBJECT: General Services - Approval – Res. 23-\_\_\_\_, Authorizing Amendments to the City’s Classification and Compensation Plans to Adopt the Engineering Program Manager Classification with a Salary Range of \$9,286 to \$11,288 per month, and Approval – Res. 23-\_\_\_\_, Amending the City’s FY 23-24 Position Allocation Plan.

ATTACHMENTS: 1. Res. 23-\_\_\_\_ Classification and Compensation Plans  
2. Res. 23-\_\_\_\_ Position Allocation Plan

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For City Council to approve a resolution authorizing amendments to the City’s Classification and Compensation Plans by adopting the Engineering Program Manager Classification with a salary range of \$9,286 to \$11,288 per month and approve a resolution amending the City’s FY 23-24 Position Allocation Plan by deleting one (1) Engineering Program Supervisor position and adding one (1) Engineering Program Manager position in the Planning and Development Services Department.

### **EXECUTIVE SUMMARY**

The Engineering Program Manager incumbent has been assigned significant additional duties and responsibilities beyond the scope of the current classification. Consequently, it is appropriate to re-class the position from Engineering Program Supervisor to Engineering Program Manager. Currently, the Planning and Development Services Department is authorized for one (1) Engineering Program Supervisor position. It is recommended that the City’s Position Allocation Plan be amended to add one (1) Engineering Program Manager position and eliminate one (1) Engineering Program Supervisor position in the Planning and Development Services Department. Council approval is required for changes to the Classification, Compensation and Position Allocation Plans.

**BACKGROUND**

Personnel has recently evaluated the responsibilities and work being performed by the Engineering Program Supervisor in the Planning and Development Services Department as part of a classification review. The nature and scope of duties currently performed by the Engineering Program Supervisor incumbent is at a depth/breadth greater than the current classification duties. This reflects advancements within the Department associated with City growth, the incumbent's expanded skill set, and the level of work necessary to effectively coordinate projects and programs. The incumbent is now performing duties more in line with an Engineering Program Manager that include managing various programs. The programs include the Disadvantaged Business Enterprise, Contract Procurement and Management, Active Transportation, Right of Way, Utility Coordination, Grant Management, and Environmental Regulatory Compliance Programs. The incumbent receives administrative direction from Executive staff, oversees the Administration Section of the Engineering Division, which are beyond the scope of an Engineering Program Supervisor.

**FISCAL IMPACT**

The fiscal impact of salary and benefits for the remainder of FY 23-24 is approximately an additional \$11,800. There are adequate funds in the Planning and Development Services Department budget to cover the costs of this position for this fiscal year.

**REASON FOR RECOMMENDATION**

The addition of one (1) Engineering Program Manager position and the elimination of one (1) Engineering Program Supervisor position reflects the level of responsibility of staff in the Planning and Development Services Department. The re-classification and additional compensation require Council approval.

**ACTIONS FOLLOWING APPROVAL**

The position allocation for the Planning and Development Services Department will be modified as noted in Attachment 2. The position vacancy will be filled through the reclassification of the Engineering Program Supervisor.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager AA

RESOLUTION 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS BY ADOPTING A ENGINEERING PROGRAM MANAGER CLASSIFICATION IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

WHEREAS, it has been determined that the City has a need for an Engineering Program Manager classification to provide the necessary support to the Planning and Development Services Department; and

WHEREAS, it has been determined that the appropriate salary range for the Engineering Program Manager is \$9,286 to \$11,288 per month; and

WHEREAS, it has been determined that it is appropriate to assign the Engineering Program Manager classification to the Management Group.

NOW THEREFORE, BE IT RESOLVED, that the City of Clovis will modify the City's Classification and Compensation Plans to include the Engineering Program Manager classification (Attachment A) with a monthly salary range of \$9,286 to \$11,288.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 7, 2023, by the following vote to wit:

- AYES:
NOES:
ABSENT:
ABSTAIN:

Dated:

\_\_\_\_\_  
Mayor

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

**City of Clovis**  
**ENGINEERING PROGRAM MANAGER**  
**\$9,286 to \$11,288 Monthly Salary**

**DEFINITION**

Under administrative direction, plan, manage, assign, and supervise the operations programs of the Planning and Development Services Engineering Division; advise City Engineer and division management staff on the development, staffing, and structure related to operations programs for Planning and Development Services, and perform related work as required.

**CLASS CHARACTERISTICS**

Under the direction of the City Engineer, this single position class is responsible for the management of assigned operations programs of the City's Engineering Division. The incumbent acts with a high degree of independence of action in the assigned area of responsibility to create and maintain programs according to federal, state, and local guidelines. Methods and procedures are expected to be developed to resolve problems encountered. Except where a deviation in policy is involved, most work is not reviewed; the review is directed towards outcome and results.

**EXAMPLES OF DUTIES**

Duties may include, but are not limited to, the following: develop, coordinate, maintain and supervise the administration of assigned Engineering Division operations programs ; ensure the timely and cost effective use of resources; develop, maintain, supervise, and administer operations programs and budgets; develop and maintain the goals of the assigned programs; develop and coordinate the implementation of policies, rules and practices for carrying out program duties and seeking appropriate authorization for policy and rule changes when required; perform research, maintain records; maintain awareness and education on federal, state, and local requirements of assigned programs; create new programs based on trends; supervise, train, and evaluate employees; recommend and implement disciplinary actions; serve as City representative at various meetings with the public and outside agencies: prepare staff reports and present to City Council, and perform related work as required.

**TYPICAL QUALIFICATIONS****LICENSE REQUIRED**

- Possession of a valid and appropriate California Driver's License and a good driving record.

**EDUCATION AND EXPERIENCE**

Education:

- Graduation from an accredited four-year college or university and possession of a Bachelor Degree in Business or Public Administration, Civil Engineering, Planning, or a closely related field.
- A master's degree is desirable.

And

- Five (5) years of progressively responsible professional experience working directly with Capital Improvement Projects (CIP) with at least two (2) years in a supervisory capacity in a municipal or county government.

## **QUALIFICATIONS**

Knowledge of:

- General principles and practices of supervision, employee development and training;
- CIP policies and procedures;
- Planning and development processes
- Principles of public administration, organization, budgeting, and personnel management;
- Manual and automated records management systems;
- Budget preparation and monitoring;
- Principles and techniques needed to organize and manage various programs and research methods;
- Programs, funding sources, and mandates of assigned areas of specialization;
- Applicable Federal, State, and local laws, regulations, ordinances, and policies;
- Appropriate safety precautions and procedures.

Ability to:

- Apply legal requirements and standards relating to the maintenance and release of department records information;
- Formulate and administer budgets;
- Manage, plan, assign, train, and evaluate the work of subordinate personnel;
- Complete complex research and analysis, and prepare reports in a wide variety of system and administrative procedure assignments that relate to the Engineering Division;
- Develop and oversee Federal/State/Local grant funding protocols and policies;
- Implement and maintain a CIP grant funding program;
- Plan, organize, and implement policies relating to the Engineering Division's records program;
- Prepare and compose correspondence, complex reports, resolutions, ordinances, contracts, and other communications as they relate to the Engineering Division;
- Establish unit procedures and ensure compliance with unit and departmental policies and procedures;
- Exercise independent judgment in the solution of challenges;
- Establish and maintain effective working relationships;
- Communicate effectively, both orally and in writing;
- Perform related duties as required.

**SUPPLEMENTAL INFORMATION**  
**PHYSICAL DEMANDS AND WORKING CONDITIONS**

- Work is primarily sedentary and performed in an office environment.
- Positions in this classification are designated as confidential under the Meyers-Millas Brown Act and are exempt employees under the Fair Labor Standards Act.
- Incumbent is required to attend periodic evening meetings.
- Incumbent is required to travel within and out of City to attend meetings.



**RESOLUTION 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING AMENDMENTS TO THE CITY'S FY 23-24 POSITION  
ALLOCATION PLAN**

**WHEREAS**, the FY 23-24 Position Allocation Plan in the Planning and Development Services Department was approved as part of the FY 23-24 City Budget adoption process; and

**WHEREAS**, a review of the staffing needs for the Planning and Development Services Department indicates that the addition of one (1) Engineering Program Manager position and the removal of one (1) Engineering Program Supervisor position is necessary in order to provide the support necessary for the Planning and Development Services Department; and

**WHEREAS**, amending the City's adopted FY 23-24 Position Allocation Plan requires City Council authorization.

**NOW, THEREFORE, BE IT RESOLVED, RESOLVED** by the City Council of the City of Clovis that the City's FY 23-24 Position Allocation Plan shall be amended as noted in Attachment A.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 7, 2023, by the following vote, to wit.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED:

\_\_\_\_\_  
Mayor

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

**POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 23-24**

**DEPARTMENT**

**NUMBER OF POSITIONS**

***Planning and Development Services Department***

Add: Engineering Program Manager	1.0
Delete: Engineering Program Supervisor	1.0



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 7, 2023

SUBJECT: Planning and Development Services – Approval – Rejection of all bids for CIP 22-05 Trail Pavement Maintenance 2022.

ATTACHMENTS: 1. Vicinity Map

### CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### RECOMMENDATION

For the City Council to reject all bids for the project.

### EXECUTIVE SUMMARY

The project to improve the existing trail was put out to bid on June 26, 2023. Two bids were received on July 11, 2023, with the lowest bid being 48% higher than the estimated cost. Staff is recommending rejection of these bids and rebidding later in the year in hopes of a more competitive climate for bidding.

### BACKGROUND

The following is a summary of the bid results of July 11, 2023:

Truxell & Valentino:	\$ 227,531.00
Caliber Contracting Services:	\$ 231,000.00
ENGINEER'S ESTIMATE:	\$ 153,362.00

All bids were reviewed, and documents submitted by the bidder were found to be in order. Staff has validated the status of the bidder's contractor's license, their insurance company policy, and possible complaints through the department of labor OSHA.

Due to the low number of bidders and with such a wide disparity between the bids and the project estimate, staff investigated the possible cause to ascertain whether the bids received are

appropriate and to identify any shortfalls in the engineer's estimate. Based on that investigation, staff believes that the bids received are likely high and not representative of costs the City should expect to pay for these facilities.

While there is always uncertainty in bidding, staff believes that a better result can be obtained by rebidding the project later in the year when there is more availability of contractors.

During the intervening time, staff will work on identifying and revising project plan elements to lower costs, if possible. Staff will also reevaluate the budget and address any additional funding needs for the project.

### **FISCAL IMPACT**

This project was budgeted in the 2022-2023 Community Investment Program. The project is supported by Measure C Funding through the City Community Investment Program. The project exceeds the currently available budget and funding. Rebidding should yield a project within budget. There is no risk of losing Measure C funding by rejecting the current bids and rebidding later in the year.

### **REASON FOR RECOMMENDATION**

The low bid is 48% over the engineer's estimate. Staff believes the bids received are not an indication of the true project costs.

### **ACTIONS FOLLOWING APPROVAL**

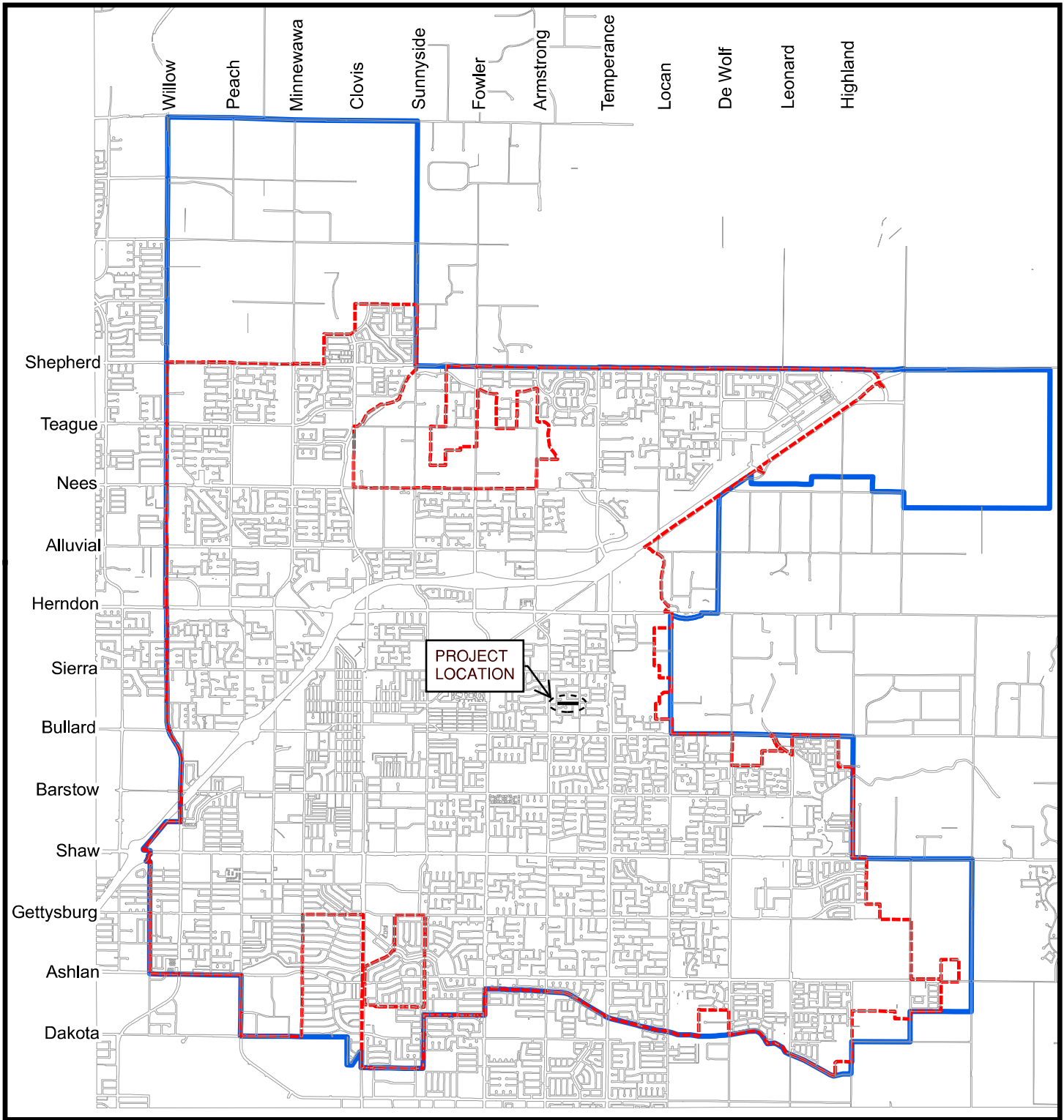
Staff will make adjustments to the project bid documents before rebidding the project.

Prepared by: Tiffany Ljuba-Silguero, Engineer II

Reviewed by: City Manager *AK*

# VICINITY MAP

## CIP 22-05 Trail Pavement Maintenance 2022



Attachment 1





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 7, 2023

SUBJECT: Planning and Development Services – Approval – Final Acceptance for Final Map for Tract 6254, located at the northeast corner of Leonard and Barstow Avenues (BN 6120 LP (Bonadelle Homes, Inc.)).

ATTACHMENTS: 1. Vicinity Map

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For the City Council to:

1. Accept the public improvements for Tract 6254, and authorize recording the Notice of Completion; and
2. Authorize the release of the Performance Surety immediately and then release of the Labor and Materials Surety ninety (90) days after the recordation of the Notice of Completion, (provided no lien have been filed) and release of Public Improvements Maintenance Surety upon the expiration of the one-year warranty period and provided any defective work has been repaired to the City's satisfaction.

### **EXECUTIVE SUMMARY**

The owner, BN 6120 LP, has requested final acceptance of the public improvements constructed or installed in conjunction with this tract. The public improvements include all those shown on the subdivision improvement plans approved by the City Engineer. All landscaping, including sidewalks along the side yards of lots have been constructed. The construction or installation of the public improvements is complete. The owner has requested final acceptance. Staff is recommending approval of their request.

**FISCAL IMPACT**

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

**REASON FOR RECOMMENDATION**

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

**ACTIONS FOLLOWING APPROVAL**

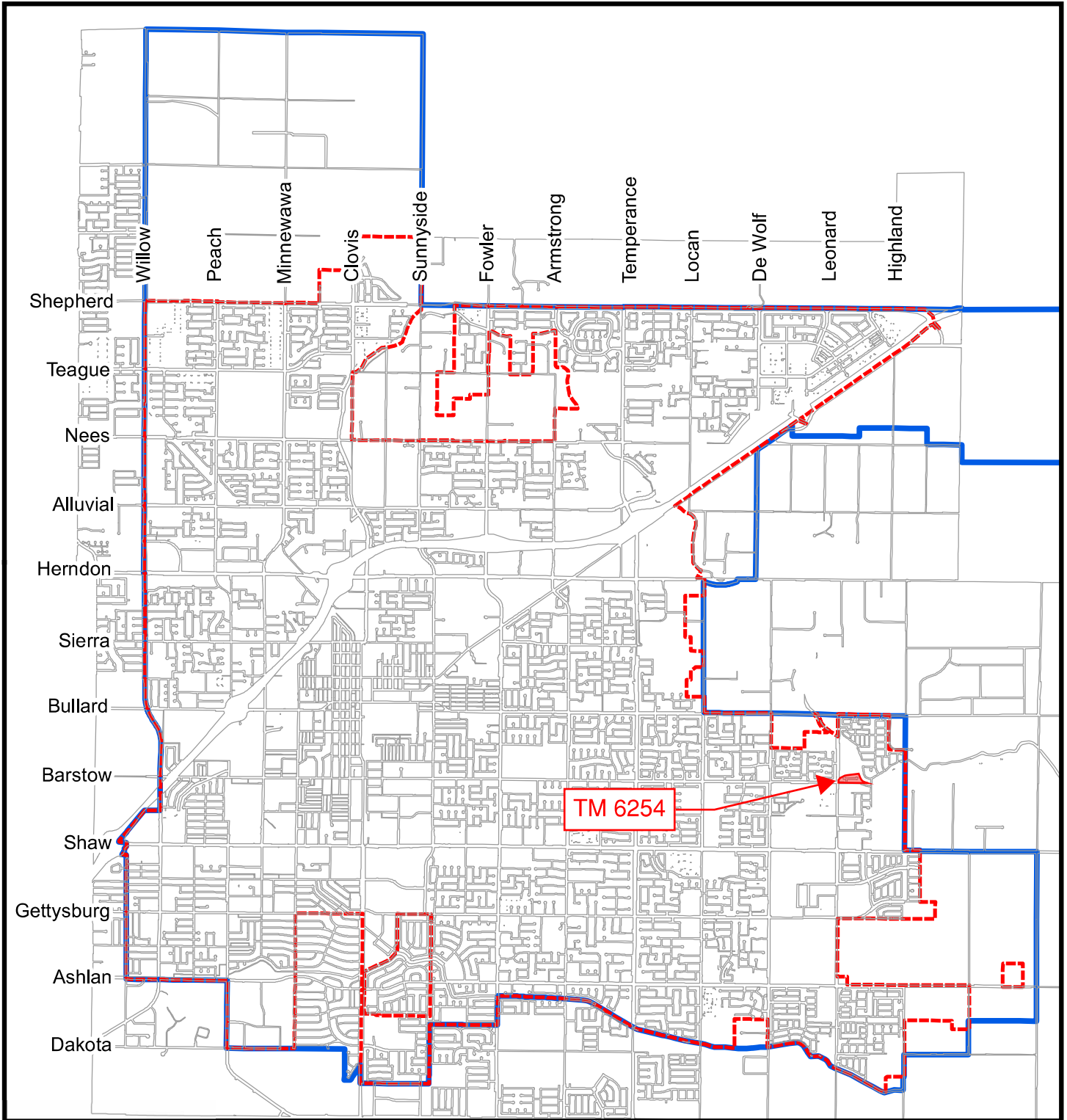
Record the Notice of Completion and release the Performance, Labor and Materials, and Maintenance Sureties as appropriate.

Prepared by: Gene G. Abella, Civil Engineer

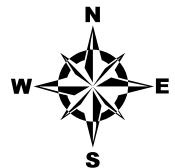
Reviewed by: City Manager *AA*

# VICINITY MAP

TM 6254 (BN 6120 LP (Bonadelle Homes, Inc.))



Attachment 1







# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: August 7, 2023

SUBJECT: Planning and Development Services - Approval – Res. 23-\_\_\_\_, Annexation of Miscellaneous Properties to the Landscape Maintenance District No. 1.

ATTACHMENTS: 1. Res. 23-\_\_\_\_

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For the City Council to approve Resolution 23-\_\_\_\_, approving annexation of miscellaneous properties into City of Clovis Landscape Maintenance District (LMD) No. 1.

### **EXECUTIVE SUMMARY**

The developers / property owners of the properties listed in Attachment A of the proposed resolution have submitted executed landscape maintenance covenants, copies of which are on file with the City Clerk, indicating consent to annexation of the subject property into the City of Clovis Landscape Maintenance District No. 1. This action will annex each of these properties into the Landscape Maintenance District so that they can be assessed for maintenance costs within their respective areas.

### **BACKGROUND**

Council formed the original district on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks. These properties are being brought to Council for annexation to the district as a group rather than separately in an effort to conserve staff resources and Council's time. Under the provisions of the Landscaping and Lighting Act of 1972, if all of the owners of property proposed for annexation provide written consent to annexation, then noticing, hearing, and filing of an Engineer's Report is not required.

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

**FISCAL IMPACT**

This project will add any landscaped areas and will incrementally increase maintenance revenue through annual assessments from the annexed properties. Current year to date status of landscape maintenance district facilities is as follows:

	<u>Various LMD's Under Consideration</u>	<u>Year to Date</u>
LMD Landscaping added:	0.000 acres	12.776 acres
Resource needs added:	0.000 person	1.278 person

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

**REASON FOR RECOMMENDATION**

The property owners for the miscellaneous properties have requested or consented to annexation into the City of Clovis LMD No. 1.

**ACTIONS FOLLOWING APPROVAL**

The miscellaneous properties shall become a part of the City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: Jeff Brown, Engineer II

Reviewed by: City Manager *AA*

RESOLUTION 23-\_\_\_\_

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

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

**WHEREAS**, all of the owners of property proposed to be annexed to the District consisting of proposed developments as described in **Attachment A** attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

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

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

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on August 7, 2023, by the following vote, to wit.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED: August 7, 2023

\_\_\_\_\_  
Mayor

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

## Attachment A

### Miscellaneous properties to be added to the Landscape Maintenance District No. 1 of the City of Clovis:

<b>Project Number</b>	<b>Address</b>	<b>Developer/Owner</b>
Building Permit No. 1271-2016	923 Woodworth Ave	Hodges Investment Group, LLC a California limited liability company
Building Permit No. 22-03703	73 N Willow Ave	Bernardo Domingo and Reynan Regalado
Building Permit No. 23-00712	2976 Villa Ave	Kim Thanh Bui and Vincent Truong
Building Permit No. 5154-2015	1502 Portals Ave	Andrew James Giles and Rachael Faye Giles
Building Permit No. 3752-2016	348 Harvard Ave	Tamara Seals
Building Permit No. 2981-2015	841 W. Santa Ana Ave	Christopher Matthew Benjamin
Building Permit No. 3704-2015	1649 Bullard Ave	Hodges Investment Group, LLC a California limited liability company
Building Permit No. 3701-2015	1659 Bullard Ave	Hodges Investment Group, LLC a California limited liability company
PM 2022-003	358 Oxford Ave	Yellowfin Holdings LP., a California Limited Partnership
Building Permit No. 22-02434	1753 Fifth St	Breeonna Haney
Building Permit No. 22-02281	341 N Argyle Ave	Thomas J. Ridgway and Jennifer L. Ridgway
SPR 1998-001A2	340 Clovis Ave	Athletic Performance Training, Inc., a California Corporation



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: Aug 7, 2023

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

ATTACHMENTS: 1. Newsletter



## Mission Critical Is Possible

By Renee Mathis, Director



It's that time again: time to reflect on the accomplishments of this past year in the Planning and Development Services Department on big projects, small projects, personnel changes, and everything in between.

Our dedicated team is passionate about shaping the future of our community by working closely with residents, businesses, and stakeholders all year long. In this annual newsletter, we will provide you with a glimpse into our latest projects, ongoing and complete, as well as some major planning updates, while also celebrating various successes that contribute to the overall growth of our vibrant and sustainable city. Sprinkled throughout this newsletter you will read about staffing changes and retirements, amazing core value recipients, and professional personnel accomplishments that are driven by an inspiring work atmosphere in the Department. Stay informed and engaged as we navigate the exciting world of Planning and Development Services' mission critical objectives of supporting a thriving city for everyone's enjoyment!

To each Planning and Development Services staff member, I want to express my sincere gratitude for your hard work and dedication. You are the heart of this department and I value your contributions immensely. I look forward to another year of working together and achieving great things for Clovis.

Cheers, Renee

Attachment 1

### HERE'S WHAT'S UP!

2 - BUILDING A NEW

2 - PLANNING UPDATE

5 - DEVELOPMENT REVIEW UNIT (DRU) EVER-CHANGING

6 - CONSTRUCTION MANAGEMENT (CM) REVIEW

7 - FEDERAL SAFETY GRANT AWARDED

8 - COMMUNITY INVESTMENT PROGRAM (CIP) REVIEW

9 - ADMINISTRATIVE SERVICES



## Building A New

by Doug Stawarski, Building Official



The Building Division has been working closely with Administrative Services to build a new feature into our on-line portal process. A new law, Senate Bill 379, goes into effect September 30 that requires the City of Clovis to implement an online, automated permitting platform that verifies code compliance and issues permits in real time. This platform will collect fees and issue permits in real time without any human interaction. This is a very big deal as we issue close to 2,000 solar permits each year. On May 8th, the Clovis City Council approved the new fee structure that was required to be able to design and implement this process. Looking forward, our plan is to utilize our new platform to allow for the same process to be used in issuing other permit types.



## Who's New In Building



Eric Smith  
Plans Examiner  
August 2022  
Enjoys time with family

## Who's New In Planning



Liz Salazar  
Assistant Planner  
July 2022  
SFSU Allumni  
Enjoys Travel



Marissa Jensen  
Assistant Planner  
August 2022  
FPU Alumni  
Enjoys the Coast



McKencie Perez  
Senior Planner  
September 2022  
Enjoys time with daughter

## The Planning Update

by Lily Cha, Senior Planner



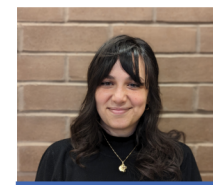
The last year was one filled with challenges to say the least. For a good part of the year, the Planning Division operated with a slim staff. However, luck was on our side with the eventual recruitment of Liz Salazar, Marissa Jensen, and McKencie Perez before the close of the fiscal year. With such amazing additions to the team, it is no surprise that the Planning team has



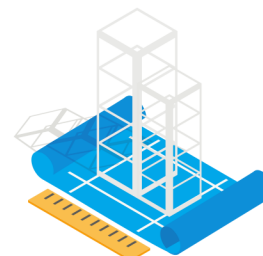
## Who's New In the Development Review Unit



Ruben Amivizca  
Engineer II  
December 2022  
Enjoys attending Cars & Coffee



Mariham Iskandar  
Engineer II  
March 2023  
Enjoys Painting



(Continued on page 3)

(Continued from page 2...)

bounced back so quickly. Although the Planning Division saw a decline in entitlement applications with approximately 126 applications, staff kept busy with complex multi-year CEQA projects, policy documents, and keeping up with the many state legislations impacting localities. Here are some of the projects that kept the Planning Division busy last year:

**The Housing Element** - The Sixth Cycle Housing Element Update has been in the works since early 2021, under the guidance of the City’s selected consultant, Ascent Environmental, Inc. After months of data gathering, outreach and coordination, and public review, staff was finally able to submit the draft Housing Element to HCD for review on May 18, 2023. HCD has 90-days to review the document and provide comments to the city. Council will be notified of any updates made to the draft before resubmittal to HDC for subsequent review (60 days).

**General Plan Update Review and Audit (GPU)** - Staff worked closely with the consultant (DeNovo), on the first phase of the two phased approach to the City’s GPU. Staff will be returning to council with the audit report in the next coming months.

**Tract Map 6205** - CEQA for the Sphere of Influence (SOI) increase, annexation, and subdivision tract map for the area northeast of Shepherd and Sunnyside Avenues.

**United Health Centers(UHC)** - Planning staff reviewed two separate UHC sites and buildings. The first is located near Herndon Avenue and Tollhouse Road; and the second is located near Dakota and Clovis Avenues.

**Peach Medical Complex** - A phased site plan for an approximately 130,150 square foot medical office complex was approved for development at the northwest corner of Herndon and Peach.

## Who's New In Construction Management



Rami Abunamous  
Engineering Inspector  
June 2022  
Enjoys Motorcycles & working out



Ciro Ambriz  
Engineering Inspector  
August 2022  
Enjoys playing outdoor soccer



Karl Lenhof  
Engineering Inspector  
July 2023  
Enjoys Fishing & Glamping



Johnny Jackson  
Engineering Inspector  
July 2023  
Enjoys Riding his motorcycle

## Who's New In Engineering Administration



Jomar Rushdan  
Management Analyst  
August 2022  
Enjoys Ministry in his church







PLANNING PROJECTS

- UHC (DAKOTA AND CLOVIS)
- UHC (HERNDON AND TOLLHOUSE)
- PEACH MEDICAL COMPLEX



# Development Review Unit Ever-Changing

by Sean Smith, Supervising Civil Engineer

DRU continues to adapt to an ever-changing working environment. We have lost employees to retirement and on-boarded new ones. We continue to learn about the impacts of evaluating projects by their vehicle miles traveled (VMT) and how to reasonably mitigate the projects impacts. The review and conditioning process has become more streamlined with over 130 projects and over 160 conditions processed. Our digital dependency is growing as we move away from paper and hard copies in our reviews, even in the tracking of our processes. Our efficiency with Energov, our digital permit processing system, continues to improve. Energov will eventually become our record-keeping system for conditions, plan checking, reimbursements, and fee processing as well. The DRU Team has embraced these ever-changing environments as opportunities to improve and grow, which makes me excited about the future of the group.



# Who's New In CIP



Jacob Redelfs  
Engineer I  
February 2023  
Enjoys Volleyball & Vacationing with Family

# Who's New In Administrative Services



Aaron La Mattina  
Staff Analyst  
July 2022  
Enjoys singing, hiking & CrossFit



Muyu Wu  
GIS Technician  
September 2022  
Enjoys Legos, Clay sculpting & crafts



Mikhaila Arnold  
Principal Office Assistant  
July 2023  
Enjoys watching kids explore and play sports & the beach



# Construction Management Year in Review

by Travis Saether, Construction Manager



Here in CM, we have continued our mission to improve the City through oversight partnerships with the development community and contractors from around the state to build and maintain our city wide infrastructure. During the summer capital season there were a wide variety of projects underway, coming to a close, and kicked off.



**Nees Avenue widening**, in conjunction with Caltrans, The Well Community Church, and various other private entities is being paved out.

**Shaw Ave** is still underway and has fired back up after a weather driven hiatus. The much anticipated completion of **Landmark Square** is now firmly on the horizon as PGE surprised all of us a week early with supplying power. **Fire Station 6** has come to a close along with the **modular training facility** which is currently being used as the temp housing for the firefighters displaced by the demolition and reconstruction of **Fire Station 2**. Our **annual slurry project** is well underway, with a sundry of staff chasing down a massive operation around the City. The month of May brought the close of the **six alley projects** west of Pollasky and North of Shaw. On our development side, our staff is still chasing down housing tract work within the City of Clovis, but we have seen a real uptick in the commercial side of things with various site plan reviews including the **Well Community Church** and other projects throughout the city. Overall, the department has 417 open permits in various stages that my staff of seven oversee for

the betterment of our community.

Our personnel has had quite the change up over the course of the last year. Navjot has left us for a position in CIP as a traffic engineer, to which we wish him the best of luck and are extremely proud of him for pursuing his professional development. We were fortunate enough to hire **Ciro Ambriz**, **Karl Lenhof**, and **Johnny Jackson** this last year. **Ciro** has stepped right into Nav's old duties chasing down encroachments, of which he has been doing a phenomenal job and his aptitude for the position is appreciated. **Karl & Johnny**, much like **Ciro** and a number of our other staff members, joins us from the ranks of the City of Fresno. **Karl** started at Fresno in Construction Management on December 8, 2008. You may ask how I know that date off of the top of my head, well that's because **Karl** and I started on the same day in the same department in the same organization all of those years ago. **Karl** brings a lot of experience with him and has been a valued asset in his short time with us. **Johnny** worked his way up in the water department at the City of Fresno and is our most recent hire. I look forward to the growth of **Ciro**, **Karl** and **Johnny** over the coming years and am fortunate to have them with me at the City of Clovis. Our senior staff **Kris Diaz** and **Matt Buller** tie it all together and keep the flow of CM consistent. I am extremely proud of my staff this year and have thoroughly enjoyed watching their growth and development. I am thankful for all they do and look forward to many more years with them.



# Promotions In PDS



**Thad Avery**  
City Engineer  
June 2023  
Enjoys Golf with his PDS peers & time with his family



**Fernando Copetti**  
Supervising Civil Engineer  
June 2023  
Enjoys time with family & Formula One racing



**Tatiana Partain**  
Management Analyst  
July 2022  
Enjoys a good book & Family



**Tiffany Lijuba - Silguero**  
Engineer II  
November 2022  
Enjoys Yoga & spending time with family



**Nav Chahal**  
Engineer I  
January 2023  
Enjoys farming almonds & traveling the world



**Jorge Aguilera**  
Engineer II  
June 2023  
Enjoys Sports & time with the guys



# Federal Safety Grant Awarded for Pedestrian Improvements

by *Tatiana Partain, Management Analyst*

In March 2023, Caltrans announced their awardees for the Cycle II Highway



Safety Improvement Program Grant. Engineering Admin was pleased to be informed that Clovis was selected to receive \$194,000 to install Rectangular Rapid Flashing Beacons (RRFBs) at two different locations within the City. The locations for these pedestrian improvements are at the roundabout located at Owens Mountain Parkways and Temperance Avenue, and at the trail crossing at San Jose Avenue and Locan Avenue. This project is an example of the commitment our Engineering Division has in pursuing the next generation of technology to improve pedestrian safety throughout the City. RRFBs are a step in that direction; according to the Federal Highway Administration, they can reduce crashes with pedestrians by up to 47%. This project is set to kick off in early 2024.



## 2022-23 Community Investment Program (CIP) Year in Review

by Thad Avery, City Engineer

CIP is continuing with the trend of working on projects large enough to take over six months to construct. When projects take that much time to construct, it usually means that there are many more hours on the front end to get those projects construction ready. Emphasizing the collaboration the team has had with the CM team during project construction, the engineering team has done a great job of ushering these projects through funding, acquisition, environmental and design prior to getting to construction. This past year some of the notable projects that were taken into construction were:



**Loma Vista Village Green, Nees Avenue Widening** from Minnewawa to Clovis,

**Fire Station 2** rebuild, and **Well 35** Drill and Develop. As typical with every year, we had many street rehabilitation projects also, so if you drove down an old road in Clovis that suddenly looked like new, that was a result of the CIP.

For the past few years we have not increased our staff in CIP, but every year we have added some new faces. This year we added three new faces. Tiffany Ljuba-Silguero switched from DRU to CIP in November. She brings her development experience and fresh outlook to the CIP team. Navjot Chahal made a move from CM over to traffic in our CIP section in January. He is now in charge of soaking up the knowledge about the in's and out's of traffic. Jacob Redelfs also joined us in February from the private sector. He is an up-and-coming bright engineer that chose the City of Clovis Engineering Department as his new family instead of Caltrans. In June, Fernando Copetti took over as CIP Manager. He was promoted from within the CIP team, so his replacement will be the first new face you will hear about next year. That new face will have to meet some high expectations, since the current CIP team is probably the best group of engineers that CIP has had.

## Retirement In PDS



Joe Alexander  
Engineering Technician II  
Retired  
37 years



Mike Harrison  
City Engineer  
Retired  
39 years



John Cross  
Engineer II  
Retired  
32 years



# Administrative Services & Support

by Ryan Nelson, Administrative Services Manager

PDS Administrative Services is comprised of people from different disciplines that handle all the general office support to allow the three divisions to focus on their subject matter work. This past year, Administrative Services has been focusing on growth within all three of our teams.



## Administrative Team

All our staff within our Administrative Team made consistent efforts to improve departmental processes and create efficiencies. While most of these were small tweaks, they have saved the department many hours of time monthly eliminating unneeded redundancies with things like timekeeping processing. Catreena Mahoney, one of our Principal Office Assistants (POA), passed her first anniversary with the City. She is exceptionally creative and is a wizard with newsletters! Both she and our Staff Analyst, Aaron La Mattina, assist with our department events and have raised the bar. Be it our monthly birthday parties, or our week-long celebration of our staff during the Annual Public Works Week, they do an amazing job of bringing staff together and recognizing everyone. Aaron joined us this last year promoting from his former role in Public Utilities. In addition to events, Aaron oversees communications, public records requests, and assists with department-wide projects. We welcomed Mikhaila Arnold to the team in July as our second POA.

Mikhaila is sharp and her ability to manage office tasks and work with staff have made her a perfect addition to the team. Our Fourth Administrative Team member is Louisa Radford, who is our Scanning Technician who works tirelessly in overseeing digitizing all of our paper archives.

## GIS Team

Our Geographical Information Systems (GIS) Technician, Jonas Chanh, celebrated his second year as a member of the City of Clovis team. This year they were joined by our new GIS Intern, Muyu Wu, who is a recent graduate of Fresno State. In July Muyu promoted to GIS Technician and has joined Jonas full-time. Together they have been reevaluating and updating old processes to make the city more efficient, focusing on California's Next Generation 911 project updating the City's systems.

## Business Workflow Team

This Team is comprised of our Business Workflow Analyst, Chris Catalano, and Specialist, Tyler Brown. Both Chris and Tyler have been in their roles for two years. The two worked together to launch a new major release of our Enterprise Permitting and Licensing System and launched non-residential online applications and multi-departmental fully-electronic plan reviews! They are currently working to onboard all of the Planning Divisions' workflows into the system this summer and are developing an online real-time permitting system for solar applications by September.





Lily Cha - Planning  
Senior Planner  
April 2022



Cat Mahoney - Admin Services  
Principal Office Assistant  
July 2022



Joyce Roach - Planning  
Planning Technician II  
October 2022



Tim Barker - CIP  
Civil Engineer  
January 2023



Michelle Maldonado - GIS  
GIS Analyst  
April 2023



Marissa Jensen - Planning  
Assistant Planner  
July 2023

EXCEPTIONAL CORE VALUES

- COMMUNITY SERVICE
- STEWARDSHIP
- TEAMWORK
- RESPONSIBLE ACTION
- ENJOYING WORK
- LEADERSHIP NOW

THE EXCEPTIONAL CORE VALUES PROGRAM BEGAN IN JULY OF 2019. THIS PROGRAM PROVIDES FOR ACKNOWLEDGEMENT OF THOSE INDIVIDUALS IN PDS WHO DISPLAY AND EXHIBIT OUR CORE VALUES!

22' - 23' CORE VALUES WINNERS



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: August 7, 2023

SUBJECT: Planning and Development Services – Approval – Partial Acceptance for Final Map for Tract 6154, located at the northwest corner of Teague and Fowler Avenue (Woodside 06N, LP, a California Limited Partnership).

ATTACHMENTS: 1. Vicinity Map

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For the City Council to:

1. Accept a portion of the public improvements for Tract 6154, and authorize recording the Notice of Partial Acceptance; and
2. Authorize the immediate reduction of the Performance Surety from \$5,903,000 to \$239,000, said reduced amount being equal to 125% the estimated value of the improvements remaining to be completed.
3. Authorize the reduction of the Labor and Materials Surety from \$2,951,000 to \$143,000, said reduced amount being 75% of the value of the improvements remaining to be completed; said reduction to occur ninety (90) days after the recording of the Notice of Partial Acceptance, provided no liens have been filed.
4. Authorize the release of the Public Improvements Maintenance Surety upon the expiration of the one-year warranty period for the accepted improvements, said period beginning the date of acceptance, provided any defective work has been repaired to the City's satisfaction.



## EXECUTIVE SUMMARY

The owner, Woodside 06N, LP, a California Limited Partnership, has requested final acceptance of a portion of the public improvements constructed or installed in conjunction with this tract. The public improvements include all those shown on the subdivision improvement plans approved by the City Engineer, with the exception of the following Remaining Improvements:

1. Private irrigation pipe adjacent to Lots 76 through 80 of said Final Map
2. Block wall adjacent to Lots 76 through 80
3. Upgrade of existing pedestrian crosswalk on Fowler Avenue at the Enterprise Canal
4. Installation of pedestrian barricades, repair of AC dike and installation of miscellaneous signage on Teague Avenue.

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

The owner has requested a deferment of the remaining improvements described above. All remaining improvements shall be constructed per City Standards and Specifications, unless otherwise approved by the City Engineer, prior to full final acceptance the Final Map.

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

## FISCAL IMPACT

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

## REASON FOR RECOMMENDATION

The Subdivision Map Act provides for partial acceptance of improvements and related reduction of sureties once construction of the required improvements has been completed in compliance with all codes, plans and specifications, and all other required documents have been completed and submitted and the value of the improvements to be accepted exceed 80% of the total value of required improvements.

## ACTIONS FOLLOWING APPROVAL

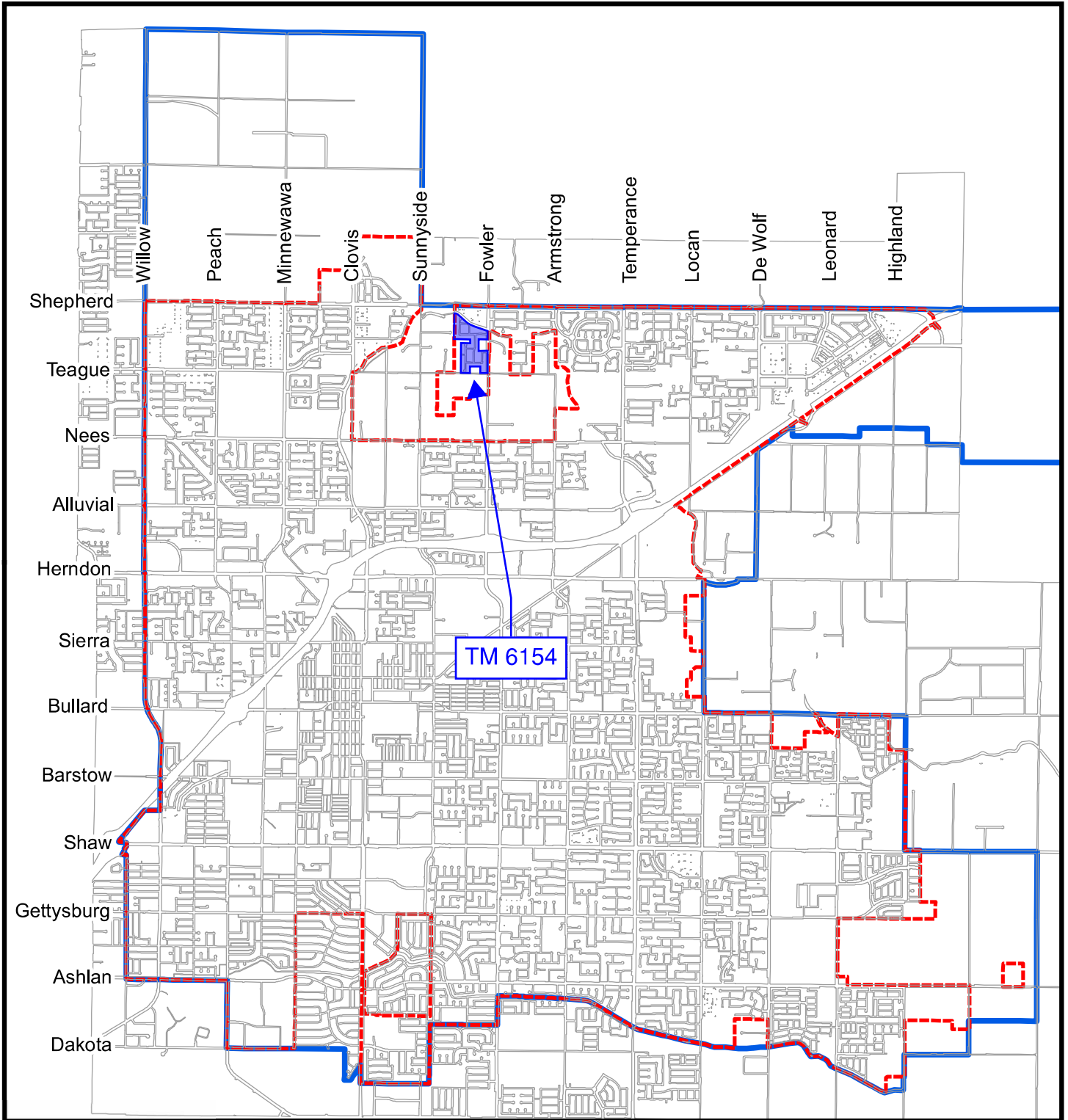
Record the Notice of Partial Acceptance and release the Performance, Labor and Materials, and Maintenance Sureties as appropriate.

Prepared by: Gene G. Abella, Civil Engineer

Reviewed by: City Manager *AA*

# VICINITY MAP

TM 6154 (Woodside 06N, LP)



Attachment 1





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: August 7, 2023

SUBJECT: Planning and Development Services – Approval – Bid Award for CIP 21-11 Fowler Avenue Street Improvements; and Authorize the City Manager to Execute the Contract on behalf of the City.

ATTACHMENTS: 1. Vicinity Map

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

1. For the City Council to award a contract for CIP 21-11, Fowler Avenue Street Improvements – to Emmett Valley Construction, Inc., in the amount of \$353,187.50; and
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

### **EXECUTIVE SUMMARY**

Staff is recommending that the City Council authorize the City Manager to award and execute the contract to Emmett Valley Construction, Inc., who was the lowest responsible bidder from a bid opening that took place on August 1, 2023.

The project involves 0.3-miles of street rehabilitation of Fowler Avenue from Ashlan Avenue to City Limits. Construction shall include grinding, asphalt concrete paving, adjustment of existing manholes, water valves, utility boxes and vaults to finished grade, installation of new traffic signal loop detectors, installation of traffic markings and signs to current MUTCD standards.

**BACKGROUND**

The following is a summary of the bids received on August 1, 2023:

BIDDERS	BASE BID
Emmett Valley Construction, Inc.	\$353,187.50
Avison Construction, Inc.	\$449,479.00
ENGINEER'S ESTIMATE	\$364,135.00

**FISCAL IMPACT**

This project was budgeted in the 2021-2022 Community Investment Program. The project is supported by Measure C through the City Community Investment Program.

**REASON FOR RECOMMENDATION**

Emmett Valley Construction, Inc. is the lowest responsible bidder. There are sufficient funds available for the anticipated cost of this project.

**ACTIONS FOLLOWING APPROVAL**

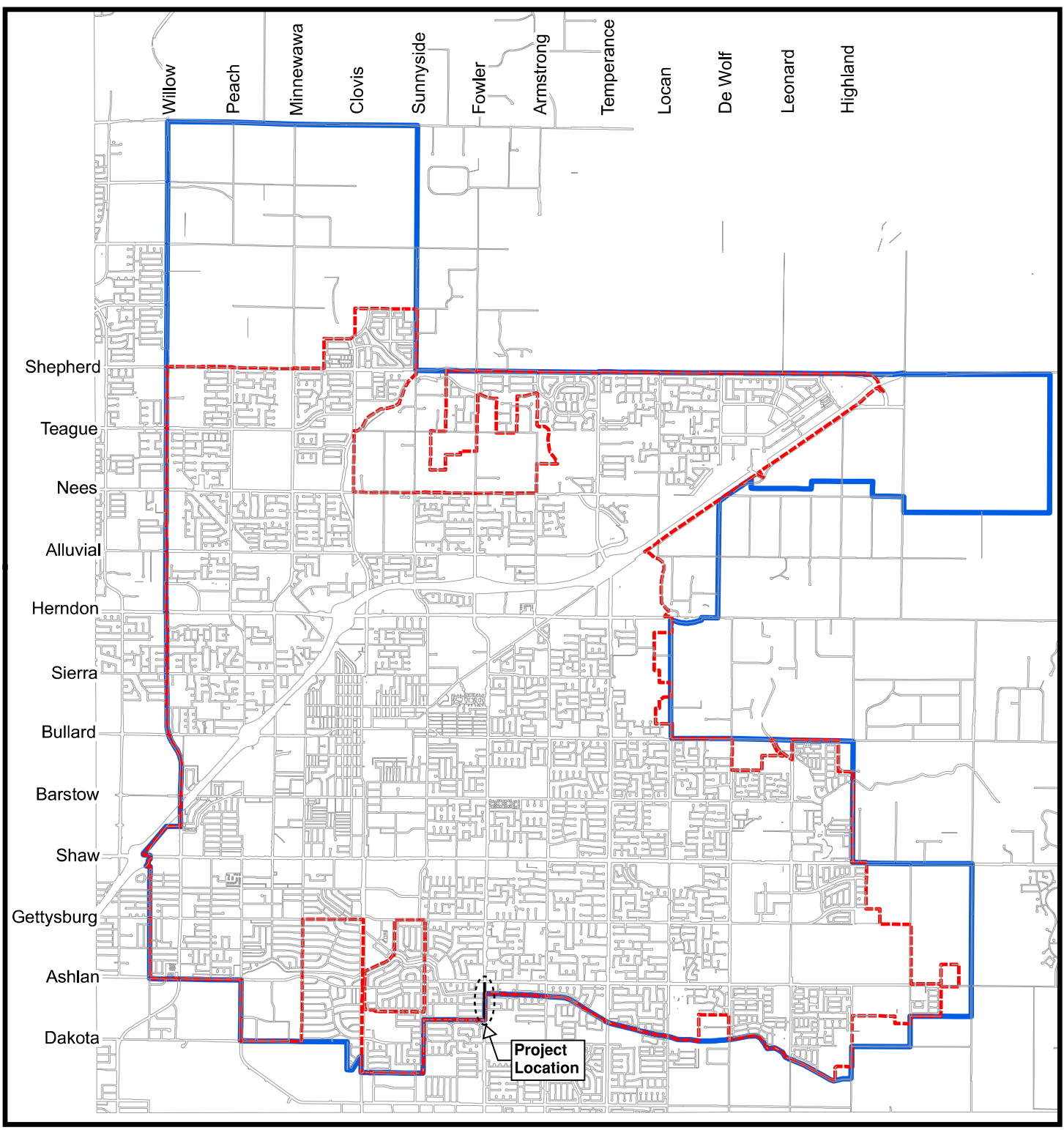
1. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
2. Construction will begin approximately two (2) weeks after contract execution and be completed in thirty (30) working days thereafter.

Prepared by: Jacob Redelfs, Project Engineer

Reviewed by: City Manager *JR*

# VICINITY MAP

## CIP 21-11 Fowler Avenue Street Improvements



Attachment 1





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: August 7, 2023

SUBJECT: Police - Approval - Authorize the renewal of the New World Computer Aided Dispatch System 5-year subscription, maintenance and support agreement from Tyler Technologies, Inc. in the amount of \$1,047,299.12.

ATTACHMENTS: 1. Tyler 5-Year Agreement

### **CONFLICT OF INTEREST**

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### **RECOMMENDATION**

For the City Council to authorize the renewal of the New World Computer Aided Dispatch (CAD) System 5-year subscription, maintenance and support agreement from Tyler Technologies, Inc. for total of \$1,047,299.12.

### **EXECUTIVE SUMMARY**

In 2013, the City Council authorized the purchase and implementation of the New World Computer Aided Dispatch System. The contract for this system will expire in September 2023. For comparative purposes, staff evaluated the functionality, cost and available services from other CAD systems and recommends staying with the current platform.

To remain in compliance with the licensing and use of the CAD software, it is recommended that the Subscription, Support, and Maintenance contract be renewed for a new five (5) year term.

### **BACKGROUND**

The current Computer Aided Dispatch (CAD) and Records Management System (RMS) used by the Police Department has been in use since 2013. This system is currently meeting the needs of the Police Department; however, the original ten (10) year term of the agreement is expiring in September 2023.

For the last couple of years, in preparation for the expiration of the contract for this critical software system, staff has been analyzing the various options available. This includes:

- Renewing the existing contract,
- Going out with a request for proposals (RFP) on the acquisition of another vendor’s CAD system,
- Evaluating the logistics of again partnering with the Fresno Sherriff’s office, Fresno Police Department or other local agencies on a shared system.

While there were “Pro’s and Con’s” to each approach, staff found that the staying with the current Tyler New World CAD system would be the least disruptive to Public Safety operations. There would be no downtime, no data conversions or installations needed; staff knows how to use and support the existing hardware/software; and the renewal provides cost certainty for the next five years.

Staff is recommending the renewal of the New World Computer Aided Dispatch (CAD) System 5-year subscription, maintenance and support agreement from Tyler Technologies, Inc. for total of \$1,047,299.12 which would be paid annually per the following schedule:

TERM	AMOUNT
09/01/23 – 08/31/24	\$193,360.00
09/01/24 – 08/31/25	\$201,094.40
09/01/25 – 08/31/26	\$209,138.17
09/01/26 – 08/31/27	\$217,503.70
09/01/27 – 08/31/28	\$226,203.85
<b>TOTAL:</b>	<b>\$1,047,299.12</b>

**FISCAL IMPACT**

The cost of renewing the agreement for the Tyler New World Computer Aided Dispatch system is included in the I.T. Division budget for Fiscal Year 2023-2024

**REASON FOR RECOMMENDATION**

The system has been in-use for ten years and has proven to have the reliability, stability, and the performance necessary for a 24x7 emergency dispatch center and for our Patrol Officers in the field. To continue to use the software and license, we must remain in compliance with the licensing terms.

**ACTIONS FOLLOWING APPROVAL**

After Council approval, Staff will renew the subscription/support agreement with Tyler Technologies, Inc.

Prepared by: Curt Fleming, Chief of Police

Reviewed by: City Manager *AH*



## 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 5<sup>th</sup> St., Clovis, CA 93612-1316 ("Client").

WHEREAS, Tyler and the Client are parties to a Standard Software Subscription License and Services Agreement with an effective date of August 13, 2013 ("Agreement") under which Client licensed the software itemized therein; and

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

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

1. Expiration of Subscription Period: The Subscription Period, as identified in Section 15.3 of the Agreement, is hereby amended for an additional five (5) year period commencing September 1, 2023. Upon expiration of the five year period, the Agreement shall automatically renew for additional one (1) year periods unless terminated in writing by either party per the terms of the Agreement.
2. The software and/or services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement. The following payment terms shall apply:
  - a. Additional software fees will be invoiced 100% on the Amendment Effective Date.
  - b. Associated maintenance and support fees added herein are included in the payment schedule identified below. For clarification, said maintenance and support fees are waived through August 31, 2023, and shall be invoiced in accordance with Section 6 of this Amendment.
  - c. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.

### MAINTENANCE RESET

3. The software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Amendment.
4. Tyler shall provide maintenance and support services for the Tyler Software under the Agreement, according to the terms of Exhibit 2, and Exhibit 2, Schedule 1 to this Amendment.
5. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance and support fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
6. The maintenance and support fees for the Tyler Licensed Software under the Agreement, together with





the maintenance and support fees added per this Amendment, shall be reset and invoiced as follows:

Term	Amount
09/01/23 – 08/31/24	\$193,360.00
09/01/24 – 08/31/25	\$201,094.40
09/01/25 – 08/31/26	\$209,138.17
09/01/26 – 08/31/27	\$217,503.70
09/01/27 – 08/31/28	\$226,203.85

Any additional software and/or services added to the Agreement after the execution of this Amendment shall be invoiced at Tyler’s then-current rates. Thereafter, maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.

DISCONTINUANCE OF MAINTENANCE

- 7. Client elects not to receive maintenance and support services for the previously licensed software identified in and in accordance with the Discontinuance of Maintenance (“DOM”) in Exhibit 3 attached to this Amendment.
- 8. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 9. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Clovis, CA

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

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

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

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

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

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

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

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



**Exhibit 1**  
**Amendment Investment Summary**

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

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Quoted By:  
 Quote Expiration:  
 Quote Name:

Terri Minter  
 9/5/23  
 Equipment Tracking

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

**Tyler Software**

Description	License	Discount	License Total	Year One Maintenance
Enterprise Public Safety				
Law Enforcement Records Management System				
Equipment Tracking	\$ 18,000	\$ 0	\$ 18,000	\$ 3,780
<b>Total</b>	<b>\$ 18,000</b>	<b>\$ 0</b>	<b>\$ 18,000</b>	<b>\$ 3,780</b>
<b>TOTAL</b>	<b>\$ 18,000</b>		<b>\$ 18,000</b>	<b>\$ 3,780</b>

**Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety					
Law Enforcement Additional Modules				\$ 620	\$ 0
<b>TOTAL</b>		<b>\$ 620</b>		<b>\$ 620</b>	<b>\$ 0</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 18,000	\$ 3,780
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 620	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
<b>Summary Total</b>	<b>\$ 18,620</b>	<b>\$ 3,780</b>

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees shall be invoiced on a prorated basis through the end of your current term, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services, Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control.



## Exhibit 2 Maintenance and Support Agreement

Tyler (“we”) will provide Client (“you”) with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on September 1, 2023 and remains in effect for five (5) years. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your maintenance and support fees for the initial term for the Tyler Software will be listed in the applicable invoice. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 a) provide support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).
    - b) emergency 24-hour per day telephone support, for Enterprise Public Safety CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Enterprise Public Safety CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services; and
  - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who

have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you; and
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided as Schedule 1 to Exhibit 2.



## Exhibit 2

### Schedule 1

### Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at [www.tylertech.com/client-support](http://www.tylertech.com/client-support) for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.





### Exhibit 3

#### Discontinuance of Maintenance

Client requests **NOT** to receive support and maintenance services, as defined in its License and Services Agreement with Tyler, on the following applications (the “Cancelled Applications”):

- Cad Auto Routing
- Coplink Interface
- Scheduling Module
- Driver’s License Mag Strip Reader
- ScenePD

By discontinuing maintenance on the Cancelled Applications, Client understands that it is losing the rights and benefits, and accepting the consequences, summarized below:

- The Maintenance and Support Agreement set forth in Client’s contract with Tyler will no longer apply to the Cancelled Applications;
- Client will only receive maintenance and support on a time and materials basis, at Tyler’s then-current rates or such other rates as Tyler deems necessary to account for Client’s lack of ongoing training on the Cancelled Applications, with all of those services being charged at a two (2) hour minimum for every support call Client makes;
- Client will receive the lowest priority under the applicable Support Call process; and
- Client will be required to purchase new releases of the Cancelled Applications, including fixes, enhancements, patches; and platform upgrades.

Client acknowledges that in order to reinstate maintenance on a Cancelled Application, Tyler requires either (a) payment of all past due maintenance and support fees, including all fees for the periods during which services were suspended; or (b) re-licensure of the Cancelled Application at Tyler’s then-current software fees for that application or its functional equivalent.



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 7, 2023

SUBJECT: Consider Approval – Designation of Voting Delegate and Alternate for the League of California Cities’ Annual Conference and Business Meeting on September 20-22, 2023.

**Staff:** John Holt, City Manager

**Recommendation:** Approve

ATTACHMENTS: 1. Annual Conference Voting Procedures Report

### CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### RECOMMENDATION

That the City Council take action to designate a Councilmember as the City’s voting delegate for the League of California Cities’ Annual Conference for transacting business at the Annual Business Meeting, and that an alternate voting delegate also be designated.

### EXECUTIVE SUMMARY

The Annual Business Meeting of the League of California Cities will be conducted in conjunction with the Annual League Conference held on September 22, 2023. In order for the City to cast votes on policy matters coming before the League, it must take action to designate a voting delegate and an alternate voting delegate who will be issued credentials for voting purposes. This authority may not be transferred unofficially and must be accomplished only by action of the City Council. There are no resolutions for council to consider in Attachment 1.

### BACKGROUND

Voting on official business and policy matters of the League of California Cities occurs each year at the Annual Business Meeting, held in conjunction with the Annual League Conference. This year the Annual Business Meeting will be on Friday, September 22, 2023. The voting process for the Annual Business Meeting requires that a voting delegate be designated from each

member city by action of the City Council. The attached report from the League of California Cities outlines the procedure to ensure integrity of the voting process.

**FISCAL IMPACT**

None.

**REASON FOR RECOMMENDATION**

In order for the City to exercise its membership responsibility for policy direction of the League of California Cities, it is necessary to vote on such matters at the Annual Business Meeting.

**ACTIONS FOLLOWING APPROVAL**

The League of California Cities will be advised in writing of the City Councilmember designated as the voting delegate, and the alternate voting delegate for the City of Clovis.

Prepared by: Rebecca Simonian, Executive Assistant

Reviewed by: City Manager *RS*

**Council Action Advised by August 28, 2023**

**DATE: Wednesday, June 21, 2023**

**TO: Mayors, Council Members, City Clerks, and City Managers**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,  
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

**Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.**

**New this year, we will host a pre-conference information session for voting delegates to explain their role.** Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

**Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

**Attachment 1**

**Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

**Seating Protocol during General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at [zseals@calcities.org](mailto:zseals@calcities.org).

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly



## General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____	AGENDA ITEM NO. 22.
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**2023 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

**1. VOTING DELEGATE**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

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

**2. VOTING DELEGATE - ALTERNATE**

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

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

Email: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

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

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

Email: \_\_\_\_\_

**ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mayor or City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

**Please complete and email this form to [votingdelegates@calcities.org](mailto:votingdelegates@calcities.org) by Monday, August 28, 2023.**

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

### Prior to the Annual Conference and Expo

#### General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



#### Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



### During the Annual Conference and Expo

#### Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by



voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

#### Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved<sup>1</sup> by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.<sup>2</sup>



#### General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

### Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

**Voting delegates** are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

### What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

<sup>1</sup> The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

<sup>2</sup> Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: August 7, 2023

SUBJECT: Consider Approval – To provide letters of Opposition for Senate Bill 423 (Wiener) and Assembly Bill 309 (Lee) – Greatly Expanding State Authority to Approve Housing on State-Owned or -Leased Lands.

**Staff:** John Holt, City Manager  
**Recommendation:** Approve

ATTACHMENTS:

1. Proposed Legislation – SB 423
2. Proposed Legislation – AB 309
3. Draft Letter – SB 423
4. Draft Letter – AB 309

### CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### RECOMMENDATION

For the City Council to submit letters in opposition to Senate Bill 423 – Wiener and Assembly Bill 423 – Lee, greatly expanding state authority to approve housing on state-owned or -leased lands.

### EXECUTIVE SUMMARY

Senate Bill 423 (Wiener) and Assembly Bill 309 (Lee) would greatly expand state authority to approve housing on state-owned or -leased lands without following local zoning or development standards.

SB 423 would greatly expand SB 35 (Chapter 366, Statutes of 2017) and require cities to ministerially approve certain multifamily housing projects without public input or environmental review, even on parcels under the California Coastal Commission's jurisdiction. Cities would have no ability to impose zoning standards, objective standards, or design review requirements on state-owned or -leased land.

AB 309 would create the Social Housing Program within the Department of General Services to facilitate the construction of government-owned housing on leased state property or excess state-owned property. Cities would have no ability to impose zoning standards, objective standards, or design review requirements on state- owned or -leased land.

### **BACKGROUND**

Local officials understand the housing crisis as it plays out in their communities every day. Local leaders are working to find creative solutions so homes of all income levels can be built. Cities are finalizing local housing plans that will identify sites for more than 2.5 million new homes statewide, all while navigating the state's annual barrage of overreaching housing bills that have thus far demonstrated limited success.

SB 423 and AB 309 are the latest overreaching bills. They would disregard state-mandated local housing plans and expand state authority to approve housing on state-owned or -leased lands without following local zoning or development standards. Instead of continuing to pursue top-down, one-size-fits-all legislation, lawmakers should partner with local officials.

That is why the City of Clovis continues to call on the Governor and lawmakers to invest \$3 billion annually in the state budget to help cities prevent and reduce homelessness and spur housing development. Targeted, ongoing funding is the only way cities can find community-based solutions that get support unhoused residents and keep Californians in their homes. California will never produce the number of homes needed with an increasingly state driven, by-right housing approval process.

### **FISCAL IMPACT**

None at this time.

### **REASON FOR RECOMMENDATION**

The position these bills are recommending is not in the best interest of the City.

### **ACTIONS FOLLOWING APPROVAL**

If approved, staff will draft letters of opposition with the Mayor's signature.

Prepared by: Rebecca Simonian, Executive Assistant

Reviewed by: City Manager *RS*

AMENDED IN ASSEMBLY JUNE 30, 2023

AMENDED IN ASSEMBLY JUNE 19, 2023

AMENDED IN SENATE MAY 23, 2023

AMENDED IN SENATE MARCH 28, 2023

## SENATE BILL

**No. 423**

**Introduced by Senator Wiener**

(Principal coauthor: Assembly Member Wicks)

**(Coauthor: Senator Hurtado)**

(Coauthor: Assembly Member Grayson)

February 13, 2023

An act to amend Section 65913.4 of the Government Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

SB 423, as amended, Wiener. Land use: streamlined housing approvals: multifamily housing developments.

Existing law, the Planning and Zoning Law, authorizes a development proponent to submit an application for a multifamily housing development that is subject to a streamlined, ministerial approval process, as provided, and not subject to a conditional use permit, if the development satisfies specified objective planning standards, including, among others, that the development proponent has committed to record, prior to the issuance of the first building permit, a land use restriction or covenant providing that any lower or moderate-income housing units required, as specified, remain available at affordable housing costs, as defined, or rent to persons and families of lower or moderate-income for no less than specified periods of time. Existing law repeals these provisions on January 1, 2026.

This bill would authorize the Department of General Services to act in the place of a locality or local government, at the discretion of that department, for purposes of the ministerial, streamlined review for development in compliance with the above-described requirements on property owned by or leased to the state. The bill would extend the operation of the streamlined, ministerial approval process to January 1, 2036. The bill would provide that the streamlined, ministerial approval process does not apply to applications for developments proposed on qualified sites, defined as a site that is located within an equine or equestrian district and meets certain other requirements, that are submitted on or after January 1, 2024, but before July 1, 2025.

This bill would modify the above-described objective planning standards, including by deleting the standard that prohibits a multifamily housing development from being subject to the streamlined, ministerial approval process if the development is located in a coastal zone, and by providing an alternative definition for “affordable rent” for a development that dedicates 100% of units, exclusive of a manager’s unit or units, to lower income households. The bill would, among other modifications, delete the objective planning standards requiring development proponents to pay at least the general prevailing rate of per diem wages and utilize a skilled and trained workforce and would instead require a development proponent to certify to the local government that certain wage and labor standards will be met, including a requirement that all construction workers be paid at least the general prevailing rate of wages, as specified. The bill would require the Labor Commissioner to enforce the obligation to pay prevailing wages. By expanding the crime of perjury, the bill would impose a state-mandated local program. The bill would specify that the requirements to pay prevailing wages, use a workforce participating in an apprenticeship, or provide health care expenditures do not apply to a project that consists of 10 or fewer units and is not otherwise a public work.

Existing law requires a local government to approve a development if the local government determines the development is consistent with the objective planning standards. Existing law requires, if the local government determines a submitted development is in conflict with any of the objective planning standards, the local government to provide the development proponent written documentation of the standards the development conflicts with and an explanation for the conflict within certain timelines depending on the size of the development. Existing law, the Housing Accountability Act, prohibits a local agency from

disapproving a housing development project, as described, unless it makes specified written findings.

This bill would instead require approval if a local government’s planning director or equivalent position determines the development is consistent with the objective planning standards. The bill would make conforming changes. The bill would require all departments of the local government that are required to issue an approval of the development prior to the granting of an entitlement to also comply with the above-described streamlined approval requirements within specified time periods. The bill would prohibit a local government from requiring, prior to approving a development that meets the requirements of the above-described streamlining provisions, compliance with any standards necessary to receive a postentitlement permit or studies, information, or other materials that do not pertain directly to determining whether the development is consistent with the objective planning standards applicable to the development.

The bill would, for purposes of these provisions, establish that the total number of units in a development includes (1) all projects developed on a site, regardless of when those developments occur, and (2) all projects developed on sites adjacent to a site developed pursuant to these provisions if, after January 1, 2023, the adjacent site had been subdivided from the site developed pursuant to these provisions.

Existing law requires, before submitting an application for a development subject to the above-described streamlined, ministerial approval process, the development proponent to submit to the local government a notice of its intent to submit an application, as described.

For developments proposed in a census tract that is designated either as a moderate resource area, low resource area, or an area of high segregation and poverty, as described, this bill would require local governments to provide, within 45 days of receiving a notice of intent and before the development proponent submits an application for the proposed development that is subject to the streamlined, ministerial approval process, for a public meeting, as described, to provide an opportunity for the public and the local government to comment on the development.

Existing law authorizes the local government’s planning commission or any equivalent board or commission responsible for review and approval of development projects, or as otherwise specified, to conduct any design review or public oversight of the development.

This bill would remove the above-described authorization to conduct public oversight of the development and would only authorize design review to be conducted by the local government’s planning commission or any equivalent board or commission responsible for design review.

By imposing additional duties on local officials, the bill would impose a state-mandated local program.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. The Legislature finds and declares that it has
- 2 provided reforms and incentives to facilitate and expedite the
- 3 construction of affordable housing. Those reforms and incentives
- 4 can be found in the following provisions:
- 5 (a) Housing element law (Article 10.6 (commencing with
- 6 Section 65580) of Chapter 3 of Division 1 of Title 7 of the
- 7 Government Code).
- 8 (b) Extension of statute of limitations in actions challenging the
- 9 housing element and brought in support of affordable housing
- 10 (subdivision (d) of Section 65009 of the Government Code).
- 11 (c) Restrictions on disapproval of housing developments
- 12 (Section 65589.5 of the Government Code).
- 13 (d) Priority for affordable housing in the allocation of water and
- 14 sewer hookups (Section 65589.7 of the Government Code).
- 15 (e) Least cost zoning law (Section 65913.1 of the Government
- 16 Code).
- 17 (f) Density Bonus Law (Section 65915 of the Government
- 18 Code).
- 19 (g) Accessory dwelling units (Sections 65852.150 and 65852.2
- 20 of the Government Code).

- 1 (h) By-right housing, in which certain multifamily housing is  
2 designated a permitted use (Section 65589.4 of the Government  
3 Code).
- 4 (i) No-net-loss-in zoning density law limiting downzonings and  
5 density reductions (Section 65863 of the Government Code).
- 6 (j) Requiring persons who sue to halt affordable housing to pay  
7 attorney’s fees (Section 65914 of the Government Code) or post  
8 a bond (Section 529.2 of the Code of Civil Procedure).
- 9 (k) Reduced time for action on affordable housing applications  
10 under the approval of development permits process (Article 5  
11 (commencing with Section 65950) of Chapter 4.5 of Division 1  
12 of Title 7 of the Government Code).
- 13 (l) Limiting moratoriums on multifamily housing (Section 65858  
14 of the Government Code).
- 15 (m) Prohibiting discrimination against affordable housing  
16 (Section 65008 of the Government Code).
- 17 (n) California Fair Employment and Housing Act (Part 2.8  
18 (commencing with Section 12900) of Division 3 of Title 2 of the  
19 Government Code).
- 20 (o) Community Redevelopment Law (Part 1 (commencing with  
21 Section 33000) of Division 24 of the Health and Safety Code, and  
22 in particular Sections 33334.2 and 33413 of the Health and Safety  
23 Code).
- 24 (p) Streamlining housing approvals during a housing shortage  
25 (Section 65913.4 of the Government Code).
- 26 (q) Housing sustainability districts (Chapter 11 (commencing  
27 with Section 66200) of Division 1 of Title 7 of the Government  
28 Code).
- 29 (r) Streamlining agricultural employee housing development  
30 approvals (Section 17021.8 of the Health and Safety Code).
- 31 (s) The Housing Crisis Act of 2019 (Senate Bill 330 (Chapter  
32 654 of the Statutes of 2019)).
- 33 (t) Allowing four units to be built on single-family parcels  
34 statewide (Senate Bill 9 (Chapter 162 of the Statutes of 2021)).
- 35 (u) The Middle Class Housing Act of 2022 (Section 65852.24  
36 of the Government Code).
- 37 (v) Affordable Housing and High Road Jobs Act of 2022  
38 (Chapter 4.1 (commencing with Section 65912.100) of Division  
39 1 of Title 7 of the Government Code).

1 SEC. 2. Section 65913.4 of the Government Code is amended  
2 to read:

3 65913.4. (a) Except as provided in subdivision (r), a  
4 development proponent may submit an application for a  
5 development that is subject to the streamlined, ministerial approval  
6 process provided by subdivision (c) and is not subject to a  
7 conditional use permit or any other nonlegislative discretionary  
8 approval if the development complies with subdivision (b) and  
9 satisfies all of the following objective planning standards:

10 (1) The development is a multifamily housing development that  
11 contains two or more residential units.

12 (2) The development and the site on which it is located satisfy  
13 all of the following:

14 (A) It is a legal parcel or parcels located in a city if, and only  
15 if, the city boundaries include some portion of either an urbanized  
16 area or urban cluster, as designated by the United States Census  
17 Bureau, or, for unincorporated areas, a legal parcel or parcels  
18 wholly within the boundaries of an urbanized area or urban cluster,  
19 as designated by the United States Census Bureau.

20 (B) At least 75 percent of the perimeter of the site adjoins parcels  
21 that are developed with urban uses. For the purposes of this section,  
22 parcels that are only separated by a street or highway shall be  
23 considered to be adjoined.

24 (C) (i) A site that meets the requirements of clause (ii) and  
25 satisfies any of the following:

26 (I) The site is zoned for residential use or residential mixed-use  
27 development.

28 (II) The site has a general plan designation that allows residential  
29 use or a mix of residential and nonresidential uses.

30 (III) The site meets the requirements of Section 65852.24.

31 (ii) At least two-thirds of the square footage of the development  
32 is designated for residential use. Additional density, floor area,  
33 and units, and any other concession, incentive, or waiver of  
34 development standards granted pursuant to the Density Bonus Law  
35 in Section 65915 shall be included in the square footage  
36 calculation. The square footage of the development shall not  
37 include underground space, such as basements or underground  
38 parking garages.

39 (3) (A) The development proponent has committed to record,  
40 prior to the issuance of the first building permit, a land use



1 restriction or covenant providing that any lower or moderate  
2 income housing units required pursuant to subparagraph (B) of  
3 paragraph (4) shall remain available at affordable housing costs  
4 or rent to persons and families of lower or moderate-income for  
5 no less than the following periods of time:  
6 (i) Fifty-five years for units that are rented.  
7 (ii) Forty-five years for units that are owned.  
8 (B) The city or county shall require the recording of covenants  
9 or restrictions implementing this paragraph for each parcel or unit  
10 of real property included in the development.  
11 (4) The development satisfies clause (i) or (ii) of subparagraph  
12 (A) and satisfies subparagraph (B) below:  
13 (A) (i) For a development located in a locality that is in its sixth  
14 or earlier housing element cycle, the development is located in  
15 either of the following:  
16 (I) In a locality that the department has determined is subject  
17 to this clause on the basis that the number of units that have been  
18 issued building permits, as shown on the most recent production  
19 report received by the department, is less than the locality's share  
20 of the regional housing needs, by income category, for that  
21 reporting period. A locality shall remain eligible under this  
22 subclause until the department's determination for the next  
23 reporting period.  
24 (II) In a locality that the department has determined is subject  
25 to this clause on the basis that the locality did not adopt a housing  
26 element that has been found in substantial compliance with housing  
27 element law (Article 10.6 (commencing with Section 65580) of  
28 Chapter 3) by the department. A locality shall remain eligible under  
29 this subclause until such time as the locality adopts a housing  
30 element that has been found in substantial compliance with housing  
31 element law (Article 10.6 (commencing with Section 65580) of  
32 Chapter 3) by the department.  
33 (ii) For a development located in a locality that is in its seventh  
34 or later housing element cycle, is located in a locality that the  
35 department has determined is subject to this clause on the basis  
36 that the locality did not adopt a housing element that has been  
37 found in substantial compliance with housing element law (Article  
38 10.6 (commencing with Section 65580) of Chapter 3) by the  
39 department by the statutory deadline, or that the number of units  
40 that have been issued building permits, as shown on the most recent

1 production report received by the department, is less than the  
 2 locality's share of the regional housing needs, by income category,  
 3 for that reporting period. A locality shall remain eligible under  
 4 this subparagraph until the department's determination for the next  
 5 reporting period.

6 (B) The development is subject to a requirement mandating a  
 7 minimum percentage of below market rate housing based on one  
 8 of the following:

9 (i) The locality did not adopt a housing element pursuant to  
 10 Section 65588 that has been found in substantial compliance with  
 11 the housing element law (Article 10.6 (commencing with Section  
 12 65580) of Chapter 3) by the department, did not submit its latest  
 13 production report to the department by the time period required  
 14 by Section 65400, or that production report submitted to the  
 15 department reflects that there were fewer units of above  
 16 moderate-income housing issued building permits than were  
 17 required for the regional housing needs assessment cycle for that  
 18 reporting period. In addition, if the project contains more than 10  
 19 units of housing, the project does ~~either~~ *one* of the following:

20 (I) ~~The~~ *For for-rent projects, the project dedicates a minimum*  
 21 *of 10 percent of the total number of units, before calculating any*  
 22 *density bonus, to housing affordable to households making at or*  
 23 *below 80 50 percent of the area median income. However, if the*  
 24 *locality has adopted a local ordinance that requires that greater*  
 25 *than 10 percent of the units be dedicated to housing affordable to*  
 26 *households making below 80 50 percent of the area median income,*  
 27 *that local ordinance applies.*

28 (II) *For for-sale projects, the project dedicates a minimum of*  
 29 *10 percent of the total number of units, before calculating any*  
 30 *density bonus, to housing affordable to households making at or*  
 31 *below 80 percent of the area median income. However, if the*  
 32 *locality has adopted a local ordinance that requires that greater*  
 33 *than 10 percent of the units be dedicated to housing affordable to*  
 34 *households making below 80 percent of the area median income,*  
 35 *that local ordinance applies.*

36 (H)

37 (III) (ia) If the project is located within the San Francisco Bay  
 38 area, the project, in lieu of complying with subclause (I), ~~dedicates~~  
 39 *(I) or (II), may opt to abide by this subclause. Projects utilizing*  
 40 *this subclause shall dedicate 20 percent of the total number of*

1 units, before calculating any density bonus, to housing affordable  
 2 to households making below ~~120~~ 100 percent of the area median  
 3 income with the average income of the units at or below ~~100~~ 80  
 4 percent of the area median income. However, a local ordinance  
 5 adopted by the locality applies if it requires greater than 20 percent  
 6 of the units be dedicated to housing affordable to households  
 7 making at or below ~~120~~ 100 percent of the area median income,  
 8 or requires that any of the units be dedicated at a level deeper than  
 9 ~~120~~ 100 percent. In order to comply with this subclause, the rent  
 10 or sale price charged for units that are dedicated to housing  
 11 affordable to households between 80 percent and ~~120~~ 100 percent  
 12 of the area median income shall not exceed 30 percent of the gross  
 13 income of the household.

14 (ib) For purposes of this subclause, “San Francisco Bay area”  
 15 means the entire area within the territorial boundaries of the  
 16 Counties of Alameda, Contra Costa, Marin, Napa, San Mateo,  
 17 Santa Clara, Solano, and Sonoma, and the City and County of San  
 18 Francisco.

19 (ii) The locality’s latest production report reflects that there  
 20 were fewer units of housing issued building permits affordable to  
 21 either very low income or low-income households by income  
 22 category than were required for the regional housing needs  
 23 assessment cycle for that reporting period, and the project seeking  
 24 approval dedicates 50 percent of the total number of units, before  
 25 calculating any density bonus, to housing affordable to households  
 26 making at or below 80 percent of the area median income.  
 27 However, if the locality has adopted a local ordinance that requires  
 28 that greater than 50 percent of the units be dedicated to housing  
 29 affordable to households making at or below 80 percent of the area  
 30 median income, that local ordinance applies.

31 (iii) The locality did not submit its latest production report to  
 32 the department by the time period required by Section 65400, or  
 33 if the production report reflects that there were fewer units of  
 34 housing affordable to both income levels described in clauses (i)  
 35 and (ii) that were issued building permits than were required for  
 36 the regional housing needs assessment cycle for that reporting  
 37 period, the project seeking approval may choose between utilizing  
 38 clause (i) or (ii).

39 (C) (i) A development proponent that uses a unit of affordable  
 40 housing to satisfy the requirements of subparagraph (B) may also

1 satisfy any other local or state requirement for affordable housing,  
2 including local ordinances or the Density Bonus Law in Section  
3 65915, provided that the development proponent complies with  
4 the applicable requirements in the state or local law. If a local  
5 requirement for affordable housing requires units that are restricted  
6 to households with incomes higher than the applicable income  
7 limits required in subparagraph (B), then units that meet the  
8 applicable income limits required in subparagraph (B) shall be  
9 deemed to satisfy those local requirements for higher income units.

10 (ii) A development proponent that uses a unit of affordable  
11 housing to satisfy any other state or local affordability requirement  
12 may also satisfy the requirements of subparagraph (B), provided  
13 that the development proponent complies with applicable  
14 requirements of subparagraph (B).

15 (iii) A development proponent may satisfy the affordability  
16 requirements of subparagraph (B) with a unit that is restricted to  
17 households with incomes lower than the applicable income limits  
18 required in subparagraph (B).

19 (D) The amendments to this subdivision made by the act adding  
20 this subparagraph do not constitute a change in, but are declaratory  
21 of, existing law.

22 (5) The development, excluding any additional density or any  
23 other concessions, incentives, or waivers of development standards  
24 for which the development is eligible pursuant to the Density Bonus  
25 Law in Section 65915, is consistent with objective zoning  
26 standards, objective subdivision standards, and objective design  
27 review standards in effect at the time that the development is  
28 submitted to the local government pursuant to this section, or at  
29 the time a notice of intent is submitted pursuant to subdivision (b),  
30 whichever occurs earlier. For purposes of this paragraph, “objective  
31 zoning standards,” “objective subdivision standards,” and  
32 “objective design review standards” mean standards that involve  
33 no personal or subjective judgment by a public official and are  
34 uniformly verifiable by reference to an external and uniform  
35 benchmark or criterion available and knowable by both the  
36 development applicant or proponent and the public official before  
37 submittal. These standards may be embodied in alternative  
38 objective land use specifications adopted by a city or county, and  
39 may include, but are not limited to, housing overlay zones, specific

1 plans, inclusionary zoning ordinances, and density bonus  
2 ordinances, subject to the following:

3 (A) A development shall be deemed consistent with the objective  
4 zoning standards related to housing density, as applicable, if the  
5 density proposed is compliant with the maximum density allowed  
6 within that land use designation, notwithstanding any specified  
7 maximum unit allocation that may result in fewer units of housing  
8 being permitted.

9 (B) In the event that objective zoning, general plan, subdivision,  
10 or design review standards are mutually inconsistent, a  
11 development shall be deemed consistent with the objective zoning  
12 and subdivision standards pursuant to this subdivision if the  
13 development is consistent with the standards set forth in the general  
14 plan.

15 (C) It is the intent of the Legislature that the objective zoning  
16 standards, objective subdivision standards, and objective design  
17 review standards described in this paragraph be adopted or  
18 amended in compliance with the requirements of Chapter 905 of  
19 the Statutes of 2004.

20 (D) The amendments to this subdivision made by the act adding  
21 this subparagraph do not constitute a change in, but are declaratory  
22 of, existing law.

23 (E) A project that satisfies the requirements of Section 65852.24  
24 shall be deemed consistent with objective zoning standards,  
25 objective design standards, and objective subdivision standards if  
26 the project is consistent with the provisions of subdivision (b) of  
27 Section 65852.24 and if none of the square footage in the project  
28 is designated for hotel, motel, bed and breakfast inn, or other  
29 transient lodging use, except for a residential hotel. For purposes  
30 of this subdivision, “residential hotel” shall have the same meaning  
31 as defined in Section 50519 of the Health and Safety Code.

32 (6) The development is not located on a site that is any of the  
33 following:

34 (A) Either prime farmland or farmland of statewide importance,  
35 as defined pursuant to United States Department of Agriculture  
36 land inventory and monitoring criteria, as modified for California,  
37 and designated on the maps prepared by the Farmland Mapping  
38 and Monitoring Program of the Department of Conservation, or  
39 land zoned or designated for agricultural protection or preservation

1 by a local ballot measure that was approved by the voters of that  
2 jurisdiction.

3 (B) Wetlands, as defined in the United States Fish and Wildlife  
4 Service Manual, Part 660 FW 2 (June 21, 1993).

5 (C) Within a very high fire hazard severity zone, as determined  
6 by the Department of Forestry and Fire Protection pursuant to  
7 Section 51178, or within a high or very high fire hazard severity  
8 zone as indicated on maps adopted by the Department of Forestry  
9 and Fire Protection pursuant to Section 4202 of the Public  
10 Resources Code. This subparagraph does not apply to sites  
11 excluded from the specified hazard zones by a local agency,  
12 pursuant to subdivision (b) of Section 51179, or sites that have  
13 adopted fire hazard mitigation measures pursuant to existing  
14 building standards or state fire mitigation measures applicable to  
15 the development.

16 (D) A hazardous waste site that is listed pursuant to Section  
17 65962.5 or a hazardous substances release site designated by the  
18 Department of Toxic Substances Control pursuant to Section 25356  
19 of the Health and Safety Code, unless either of the following apply:

20 (i) The site is an underground storage tank site that received a  
21 uniform closure letter issued pursuant to subdivision (g) of Section  
22 25296.10 of the Health and Safety Code based on closure criteria  
23 established by the State Water Resources Control Board for  
24 residential use or residential mixed uses. This section does not  
25 alter or change the conditions to remove a site from the list of  
26 hazardous waste sites listed pursuant to Section 65962.5.

27 (ii) The State Department of Public Health, State Water  
28 Resources Control Board, Department of Toxic Substances Control,  
29 or a local agency making a determination pursuant to subdivision  
30 (c) of Section 25296.10 of the Health and Safety Code, has  
31 otherwise determined that the site is suitable for residential use or  
32 residential mixed uses.

33 (E) Within a delineated earthquake fault zone as determined by  
34 the State Geologist in any official maps published by the State  
35 Geologist, unless the development complies with applicable seismic  
36 protection building code standards adopted by the California  
37 Building Standards Commission under the California Building  
38 Standards Law (Part 2.5 (commencing with Section 18901) of  
39 Division 13 of the Health and Safety Code), and by any local

1 building department under Chapter 12.2 (commencing with Section  
2 8875) of Division 1 of Title 2.

3 (F) Within a special flood hazard area subject to inundation by  
4 the 1 percent annual chance flood (100-year flood) as determined  
5 by the Federal Emergency Management Agency in any official  
6 maps published by the Federal Emergency Management Agency.  
7 If a development proponent is able to satisfy all applicable federal  
8 qualifying criteria in order to provide that the site satisfies this  
9 subparagraph and is otherwise eligible for streamlined approval  
10 under this section, a local government shall not deny the application  
11 on the basis that the development proponent did not comply with  
12 any additional permit requirement, standard, or action adopted by  
13 that local government that is applicable to that site. A development  
14 may be located on a site described in this subparagraph if either  
15 of the following are met:

16 (i) The site has been subject to a Letter of Map Revision  
17 prepared by the Federal Emergency Management Agency and  
18 issued to the local jurisdiction.

19 (ii) The site meets Federal Emergency Management Agency  
20 requirements necessary to meet minimum flood plain management  
21 criteria of the National Flood Insurance Program pursuant to Part  
22 59 (commencing with Section 59.1) and Part 60 (commencing  
23 with Section 60.1) of Subchapter B of Chapter I of Title 44 of the  
24 Code of Federal Regulations.

25 (G) Within a regulatory floodway as determined by the Federal  
26 Emergency Management Agency in any official maps published  
27 by the Federal Emergency Management Agency, unless the  
28 development has received a no-rise certification in accordance  
29 with Section 60.3(d)(3) of Title 44 of the Code of Federal  
30 Regulations. If a development proponent is able to satisfy all  
31 applicable federal qualifying criteria in order to provide that the  
32 site satisfies this subparagraph and is otherwise eligible for  
33 streamlined approval under this section, a local government shall  
34 not deny the application on the basis that the development  
35 proponent did not comply with any additional permit requirement,  
36 standard, or action adopted by that local government that is  
37 applicable to that site.

38 (H) Lands identified for conservation in an adopted natural  
39 community conservation plan pursuant to the Natural Community  
40 Conservation Planning Act (Chapter 10 (commencing with Section

1 2800) of Division 3 of the Fish and Game Code), habitat  
2 conservation plan pursuant to the federal Endangered Species Act  
3 of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural  
4 resource protection plan.

5 (I) Habitat for protected species identified as candidate,  
6 sensitive, or species of special status by state or federal agencies,  
7 fully protected species, or species protected by the federal  
8 Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.),  
9 the California Endangered Species Act (Chapter 1.5 (commencing  
10 with Section 2050) of Division 3 of the Fish and Game Code), or  
11 the Native Plant Protection Act (Chapter 10 (commencing with  
12 Section 1900) of Division 2 of the Fish and Game Code).

13 (J) Lands under conservation easement.

14 (7) The development is not located on a site where any of the  
15 following apply:

16 (A) The development would require the demolition of the  
17 following types of housing:

18 (i) Housing that is subject to a recorded covenant, ordinance,  
19 or law that restricts rents to levels affordable to persons and  
20 families of moderate, low, or very low income.

21 (ii) Housing that is subject to any form of rent or price control  
22 through a public entity's valid exercise of its police power.

23 (iii) Housing that has been occupied by tenants within the past  
24 10 years.

25 (B) The site was previously used for housing that was occupied  
26 by tenants that was demolished within 10 years before the  
27 development proponent submits an application under this section.

28 (C) The development would require the demolition of a historic  
29 structure that was placed on a national, state, or local historic  
30 register.

31 (D) The property contains housing units that are occupied by  
32 tenants, and units at the property are, or were, subsequently offered  
33 for sale to the general public by the subdivider or subsequent owner  
34 of the property.

35 (8) Except as provided in paragraph (9), a proponent of a  
36 development project approved by a local government pursuant to  
37 this section shall require in contracts with construction contractors,  
38 and shall certify to the local government, that the following  
39 standards specified in this paragraph will be met in project  
40 construction, as applicable:



1 (A) A development that is not in its entirety a public work for  
2 purposes of Chapter 1 (commencing with Section 1720) of Part 7  
3 of Division 2 of the Labor Code and approved by a local  
4 government pursuant to Article 2 (commencing with Section  
5 65912.110) or Article 3 (commencing with Section 65912.120)  
6 shall be subject to all of the following:

7 (i) All construction workers employed in the execution of the  
8 development shall be paid at least the general prevailing rate of  
9 per diem wages for the type of work and geographic area, as  
10 determined by the Director of Industrial Relations pursuant to  
11 Sections 1773 and 1773.9 of the Labor Code, except that  
12 apprentices registered in programs approved by the Chief of the  
13 Division of Apprenticeship Standards may be paid at least the  
14 applicable apprentice prevailing rate.

15 (ii) The development proponent shall ensure that the prevailing  
16 wage requirement is included in all contracts for the performance  
17 of the work for those portions of the development that are not a  
18 public work.

19 (iii) All contractors and subcontractors for those portions of the  
20 development that are not a public work shall comply with both of  
21 the following:

22 (I) Pay to all construction workers employed in the execution  
23 of the work at least the general prevailing rate of per diem wages,  
24 except that apprentices registered in programs approved by the  
25 Chief of the Division of Apprenticeship Standards may be paid at  
26 least the applicable apprentice prevailing rate.

27 (II) Maintain and verify payroll records pursuant to Section  
28 1776 of the Labor Code and make those records available for  
29 inspection and copying as provided in that section. This subclause  
30 does not apply if all contractors and subcontractors performing  
31 work on the development are subject to a project labor agreement  
32 that requires the payment of prevailing wages to all construction  
33 workers employed in the execution of the development and  
34 provides for enforcement of that obligation through an arbitration  
35 procedure. For purposes of this subclause, “project labor  
36 agreement” has the same meaning as set forth in paragraph (1) of  
37 subdivision (b) of Section 2500 of the Public Contract Code.

38 (B) (i) The obligation of the contractors and subcontractors to  
39 pay prevailing wages pursuant to this paragraph may be enforced  
40 by any of the following:

1 (I) The Labor Commissioner through the issuance of a civil  
2 wage and penalty assessment pursuant to Section 1741 of the Labor  
3 Code, which may be reviewed pursuant to Section 1742 of the  
4 Labor Code, within 18 months after the completion of the  
5 development.

6 (II) An underpaid worker through an administrative complaint  
7 or civil action.

8 (III) A joint labor-management committee through a civil action  
9 under Section 1771.2 of the Labor Code.

10 (ii) If a civil wage and penalty assessment is issued pursuant to  
11 this paragraph, the contractor, subcontractor, and surety on a bond  
12 or bonds issued to secure the payment of wages covered by the  
13 assessment shall be liable for liquidated damages pursuant to  
14 Section 1742.1 of the Labor Code.

15 (iii) This paragraph does not apply if all contractors and  
16 subcontractors performing work on the development are subject  
17 to a project labor agreement that requires the payment of prevailing  
18 wages to all construction workers employed in the execution of  
19 the development and provides for enforcement of that obligation  
20 through an arbitration procedure. For purposes of this clause,  
21 “project labor agreement” has the same meaning as set forth in  
22 paragraph (1) of subdivision (b) of Section 2500 of the Public  
23 Contract Code.

24 (C) Notwithstanding subdivision (c) of Section 1773.1 of the  
25 Labor Code, the requirement that employer payments not reduce  
26 the obligation to pay the hourly straight time or overtime wages  
27 found to be prevailing does not apply to those portions of  
28 development that are not a public work if otherwise provided in a  
29 bona fide collective bargaining agreement covering the worker.

30 (D) The requirement of this paragraph to pay at least the general  
31 prevailing rate of per diem wages does not preclude use of an  
32 alternative workweek schedule adopted pursuant to Section 511  
33 or 514 of the Labor Code.

34 (E) A development of 50 or more housing units approved by a  
35 local government pursuant to this section shall meet all of the  
36 following labor standards:

37 (i) The development proponent shall require in contracts with  
38 construction contractors and shall certify to the local government  
39 that each contractor of any tier who will employ construction craft  
40 employees or will let subcontracts for at least 1,000 hours shall

1 satisfy the requirements in clauses (ii) and (iii). A construction  
2 contractor is deemed in compliance with clauses (ii) and (iii) if it  
3 is signatory to a valid collective bargaining agreement that requires  
4 utilization of registered apprentices and expenditures on health  
5 care for employees and dependents.

6 (ii) A contractor with construction craft employees shall either  
7 participate in an apprenticeship program approved by the California  
8 Division of Apprenticeship Standards pursuant to Section 3075 of  
9 the Labor Code, or request the dispatch of apprentices from a  
10 state-approved apprenticeship program under the terms and  
11 conditions set forth in Section 1777.5 of the Labor Code. A  
12 contractor without construction craft employees shall show a  
13 contractual obligation that its subcontractors comply with this  
14 clause.

15 (iii) Each contractor with construction craft employees shall  
16 make health care expenditures for each employee in an amount  
17 per hour worked on the development equivalent to at least the  
18 hourly pro rata cost of a Covered California Platinum level plan  
19 for two adults 40 years of age and two dependents 0 to 14 years  
20 of age for the Covered California rating area in which the  
21 development is located. A contractor without construction craft  
22 employees shall show a contractual obligation that its  
23 subcontractors comply with this clause. Qualifying expenditures  
24 shall be credited toward compliance with prevailing wage payment  
25 requirements set forth in this paragraph.

26 (iv) (I) The development proponent shall provide to the local  
27 government, on a monthly basis while its construction contracts  
28 on the development are being performed, a report demonstrating  
29 compliance with clauses (ii) and (iii). The reports shall be  
30 considered public records under the California Public Records Act  
31 (Division 10 (commencing with Section 7920.000) of Title 1), and  
32 shall be open to public inspection.

33 (II) A development proponent that fails to provide the monthly  
34 report shall be subject to a civil penalty for each month for which  
35 the report has not been provided, in the amount of 10 percent of  
36 the dollar value of construction work performed by that contractor  
37 on the development in the month in question, up to a maximum  
38 of ten thousand dollars (\$10,000). Any contractor or subcontractor  
39 that fails to comply with clauses (ii) and (iii) shall be subject to a

1 civil penalty of two hundred dollars (\$200) per day for each worker  
2 employed in contravention of clauses (ii) and (iii).

3 (III) Penalties may be assessed by the Labor Commissioner  
4 within 18 months of completion of the development using the  
5 procedures for issuance of civil wage and penalty assessments  
6 specified in Section 1741 of the Labor Code, and may be reviewed  
7 pursuant to Section 1742 of the Labor Code. Penalties shall be  
8 deposited in the State Public Works Enforcement Fund established  
9 pursuant to Section 1771.3 of the Labor Code.

10 (v) Each construction contractor shall maintain and verify  
11 payroll records pursuant to Section 1776 of the Labor Code. Each  
12 construction contractor shall submit payroll records directly to the  
13 Labor Commissioner at least monthly in a format prescribed by  
14 the Labor Commissioner in accordance with subparagraph (A) of  
15 paragraph (3) of subdivision (a) of Section 1771.4 of the Labor  
16 Code. The records shall include a statement of fringe benefits.  
17 Upon request by a joint labor-management cooperation committee  
18 established pursuant to the federal Labor Management Cooperation  
19 Act of 1978 (29 U.S.C. Sec. 175a), the records shall be provided  
20 pursuant to subdivision (e) of Section 1776 of the Labor Code.

21 (vi) All construction contractors shall report any change in  
22 apprenticeship program participation or health care expenditures  
23 to the local government within 10 business days, and shall reflect  
24 those changes on the monthly report. The reports shall be  
25 considered public records pursuant to the California Public Records  
26 Act (Division 10 (commencing with Section 7920.000) of Title 1)  
27 and shall be open to public inspection.

28 (vii) A joint labor-management cooperation committee  
29 established pursuant to the ~~Federal~~ *federal* Labor Management  
30 Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall have standing  
31 to sue a construction contractor for failure to make health care  
32 expenditures pursuant to clause (iii) in accordance with Section  
33 218.7 or 218.8 of the Labor Code.

34 (F) For any project having floors used for human occupancy  
35 that are located more than 85 feet above the grade plane, the  
36 following skilled and trained workforce provisions apply:

37 (i) Except as provided in clause (ii), the developer shall enter  
38 into construction contracts with prime contractors only if all of the  
39 following are satisfied:

1 (I) The contract contains an enforceable commitment that the  
2 prime contractor and subcontractors at every tier will use a skilled  
3 and trained workforce, as defined in Section 2601 of the Public  
4 Contract Code, to perform work on the project that falls within an  
5 apprenticeable occupation in the building and construction trades.  
6 However, this enforceable commitment requirement shall not apply  
7 to any scopes of work where new bids are accepted pursuant to  
8 subclause (I) of clause (ii).

9 (II) The developer or prime contractor shall establish minimum  
10 bidding requirements for subcontractors that are objective to the  
11 maximum extent possible. The developer or prime contractor shall  
12 not impose any obstacles in the bid process for subcontractors that  
13 go beyond what is reasonable and commercially customary. The  
14 developer or prime contractor must accept bids submitted by any  
15 bidder that meets the minimum criteria set forth in the bid  
16 solicitation.

17 (III) The prime contractor has provided an affidavit under  
18 penalty of perjury that, in compliance with this subparagraph, it  
19 will use a skilled and trained workforce and will obtain from its  
20 subcontractors an enforceable commitment to use a skilled and  
21 trained workforce for each scope of work in which it receives at  
22 least three bids attesting to satisfaction of the skilled and trained  
23 workforce requirements.

24 (IV) When a prime contractor or subcontractor is required to  
25 provide an enforceable commitment that a skilled and trained  
26 workforce will be used to complete a contract or project, the  
27 commitment shall be made in an enforceable agreement with the  
28 developer that provides the following:

29 (ia) The prime contractor and subcontractors at every tier will  
30 comply with this chapter.

31 (ib) The prime contractor will provide the developer, on a  
32 monthly basis while the project or contract is being performed, a  
33 report demonstrating compliance by the prime contractor.

34 (ic) The prime contractor shall provide the developer, on a  
35 monthly basis while the project or contract is being performed,  
36 the monthly reports demonstrating compliance submitted to the  
37 prime contractor by the affected subcontractors.

38 (ii) (I) If a prime contractor fails to receive at least three bids  
39 in a scope of construction work from subcontractors that attest to  
40 satisfying the skilled and trained workforce requirements as

1 described in this subparagraph, the prime contractor may accept  
 2 new bids for that scope of work. The prime contractor need not  
 3 require that a skilled and trained workforce be used by the  
 4 subcontractors for that scope of work.

5 (II) The requirements of this subparagraph shall not apply if all  
 6 contractors, ~~subcontractors~~ *subcontractors*, and craft unions  
 7 performing work on the development are subject to a multicraft  
 8 project labor agreement that requires the payment of prevailing  
 9 wages to all construction workers employed in the execution of  
 10 the development and provides for enforcement of that obligation  
 11 through an arbitration procedure. The multicraft project labor  
 12 agreement shall include all construction crafts with applicable  
 13 coverage determinations for the specified scopes of work on the  
 14 project pursuant to Section 1773 of the Labor Code and shall be  
 15 executed by all applicable labor organizations regardless of  
 16 affiliation. For purposes of this clause, “project labor agreement”  
 17 means a prehire collective bargaining agreement that establishes  
 18 terms and conditions of employment for a specific construction  
 19 project or projects and is an agreement described in Section 158(f)  
 20 of Title 29 of the United States Code.

21 (III) Requirements set forth in this subparagraph shall not apply  
 22 to projects where 100 percent of the units, exclusive of a manager’s  
 23 unit or units, are dedicated to lower income households, as defined  
 24 by Section 50079.5 of the Health and Safety Code.

25 (iii) If the skilled and trained workforce requirements of this  
 26 subparagraph apply, the prime contractor shall require  
 27 subcontractors to provide, and subcontractors on the project shall  
 28 provide, the following to the prime contractor:

29 (I) An affidavit signed under penalty of perjury that a skilled  
 30 and trained workforce shall be employed on the project.

31 (II) Reports on a monthly basis, while the project or contract is  
 32 being performed, demonstrating compliance with this chapter.

33 (iv) Upon issuing any invitation or bid solicitation for the  
 34 project, but no less than seven days before the bid is due, the  
 35 developer shall send a notice of the invitation or solicitation that  
 36 describes the project to the following entities within the jurisdiction  
 37 of the proposed project site:

38 (I) Any bona fide labor organization representing workers in  
 39 the building and construction trades who may perform work

1 necessary to complete the project and the local building and  
2 construction trades council.

3 (II) Any organization representing contractors that may perform  
4 work necessary to complete the project, including any contractors'  
5 association or regional builders' exchange.

6 (v) The developer or prime contractor shall, within three  
7 business days of a request by a joint labor-management cooperation  
8 committee established pursuant to the ~~Federal~~ *federal* Labor  
9 Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a),  
10 provide all of the following:

11 (I) The names and Contractors State License Board numbers of  
12 the prime contractor and any subcontractors that submitted a  
13 proposal or bid for the development project.

14 (II) The names and Contractors State License Board numbers  
15 of contractors and subcontractors that are under contract to perform  
16 construction work.

17 (vi) (I) For all projects subject to this subparagraph, the  
18 development proponent shall provide to the locality, on a monthly  
19 basis while the project or contract is being performed, a report  
20 demonstrating that the self-performing prime contractor and all  
21 subcontractors used a skilled and trained workforce, as defined in  
22 Section 2601 of the Public Contract Code, unless otherwise exempt  
23 under this subparagraph. A monthly report provided to the locality  
24 pursuant to this subclause shall be a public record under the  
25 California Public Records Act Division 10 (commencing with  
26 Section 7920.000) of Title 1 and shall be open to public inspection.  
27 A developer that fails to provide a complete monthly report shall  
28 be subject to a civil penalty of 10 percent of the dollar value of  
29 construction work performed by that contractor on the project in  
30 the month in question, up to a maximum of ten thousand dollars  
31 (\$10,000) per month for each month for which the report has not  
32 been provided.

33 (II) Any subcontractors or prime contractor self-performing  
34 work subject to the skilled and trained workforce requirements  
35 under this subparagraph that fail to use a skilled and trained  
36 workforce shall be subject to a civil penalty of two hundred dollars  
37 (\$200) per day for each worker employed in contravention of the  
38 skilled and trained workforce requirement. Penalties may be  
39 assessed by the Labor Commissioner within 18 months of  
40 completion of the project using the same issuance of civil wage

1 and penalty assessments pursuant to Section 1741 of the Labor  
 2 Code and may be reviewed pursuant to the same procedures in  
 3 Section 1742 of the Labor Code. Prime contractors shall not be  
 4 jointly liable for violations of this subparagraph by subcontractors.  
 5 Penalties shall be paid to the State Public Works Enforcement  
 6 Fund or the locality or its labor standards enforcement agency,  
 7 depending on the lead entity performing the enforcement work.

8 (III) Any provision of a contract or agreement of any kind  
 9 between a developer and a prime contractor that purports to  
 10 delegate, transfer, or assign to a prime contractor any obligations  
 11 of or penalties incurred by a developer shall be deemed contrary  
 12 to public policy and shall be void and unenforceable.

13 (G) A locality, and any labor standards enforcement agency the  
 14 locality lawfully maintains, shall have standing to take  
 15 administrative action or sue a construction contractor for failure  
 16 to comply with this paragraph. A prevailing locality or labor  
 17 standards enforcement agency shall distribute any wages and  
 18 penalties to workers in accordance with law and retain any fees,  
 19 additional penalties, or assessments.

20 (9) Notwithstanding paragraph (8), a development that is subject  
 21 to approval pursuant to this section is exempt from any requirement  
 22 to pay prevailing wages, use a workforce participating in an  
 23 apprenticeship, or provide health care expenditures if it satisfies  
 24 both of the following:

- 25 (A) The project consists of 10 or fewer units.
- 26 (B) The project is not a public work for purposes of Chapter 1  
 27 (commencing with Section 1720) of Part 7 of Division 2 of the  
 28 Labor Code.

29 (10) The development shall not be upon an existing parcel of  
 30 land or site that is governed under the Mobilehome Residency Law  
 31 (Chapter 2.5 (commencing with Section 798) of Title 2 of Part 2  
 32 of Division 2 of the Civil Code), the Recreational Vehicle Park  
 33 Occupancy Law (Chapter 2.6 (commencing with Section 799.20)  
 34 of Title 2 of Part 2 of Division 2 of the Civil Code), the  
 35 Mobilehome Parks Act (Part 2.1 (commencing with Section 18200)  
 36 of Division 13 of the Health and Safety Code), or the Special  
 37 Occupancy Parks Act (Part 2.3 (commencing with Section 18860)  
 38 of Division 13 of the Health and Safety Code).

39 (b) (1) (A) (i) Before submitting an application for a  
 40 development subject to the streamlined, ministerial approval



1 process described in subdivision (c), the development proponent  
2 shall submit to the local government a notice of its intent to submit  
3 an application. The notice of intent shall be in the form of a  
4 preliminary application that includes all of the information  
5 described in Section 65941.1, as that section read on January 1,  
6 2020.

7 (ii) Upon receipt of a notice of intent to submit an application  
8 described in clause (i), the local government shall engage in a  
9 scoping consultation regarding the proposed development with  
10 any California Native American tribe that is traditionally and  
11 culturally affiliated with the geographic area, as described in  
12 Section 21080.3.1 of the Public Resources Code, of the proposed  
13 development. In order to expedite compliance with this subdivision,  
14 the local government shall contact the Native American Heritage  
15 Commission for assistance in identifying any California Native  
16 American tribe that is traditionally and culturally affiliated with  
17 the geographic area of the proposed development.

18 (iii) The timeline for noticing and commencing a scoping  
19 consultation in accordance with this subdivision shall be as follows:

20 (I) The local government shall provide a formal notice of a  
21 development proponent’s notice of intent to submit an application  
22 described in clause (i) to each California Native American tribe  
23 that is traditionally and culturally affiliated with the geographic  
24 area of the proposed development within 30 days of receiving that  
25 notice of intent. The formal notice provided pursuant to this  
26 subclause shall include all of the following:

- 27 (ia) A description of the proposed development.
- 28 (ib) The location of the proposed development.
- 29 (ic) An invitation to engage in a scoping consultation in  
30 accordance with this subdivision.

31 (II) Each California Native American tribe that receives a formal  
32 notice pursuant to this clause shall have 30 days from the receipt  
33 of that notice to accept the invitation to engage in a scoping  
34 consultation.

35 (III) If the local government receives a response accepting an  
36 invitation to engage in a scoping consultation pursuant to this  
37 subdivision, the local government shall commence the scoping  
38 consultation within 30 days of receiving that response.

39 (B) The scoping consultation shall recognize that California  
40 Native American tribes traditionally and culturally affiliated with

1 a geographic area have knowledge and expertise concerning the  
2 resources at issue and shall take into account the cultural  
3 significance of the resource to the culturally affiliated California  
4 Native American tribe.

5 (C) The parties to a scoping consultation conducted pursuant  
6 to this subdivision shall be the local government and any California  
7 Native American tribe traditionally and culturally affiliated with  
8 the geographic area of the proposed development. More than one  
9 California Native American tribe traditionally and culturally  
10 affiliated with the geographic area of the proposed development  
11 may participate in the scoping consultation. However, the local  
12 government, upon the request of any California Native American  
13 tribe traditionally and culturally affiliated with the geographic area  
14 of the proposed development, shall engage in a separate scoping  
15 consultation with that California Native American tribe. The  
16 development proponent and its consultants may participate in a  
17 scoping consultation process conducted pursuant to this subdivision  
18 if all of the following conditions are met:

19 (i) The development proponent and its consultants agree to  
20 respect the principles set forth in this subdivision.

21 (ii) The development proponent and its consultants engage in  
22 the scoping consultation in good faith.

23 (iii) The California Native American tribe participating in the  
24 scoping consultation approves the participation of the development  
25 proponent and its consultants. The California Native American  
26 tribe may rescind its approval at any time during the scoping  
27 consultation, either for the duration of the scoping consultation or  
28 with respect to any particular meeting or discussion held as part  
29 of the scoping consultation.

30 (D) The participants to a scoping consultation pursuant to this  
31 subdivision shall comply with all of the following confidentiality  
32 requirements:

33 (i) Section 7927.000.

34 (ii) Section 7927.005.

35 (iii) Subdivision (c) of Section 21082.3 of the Public Resources  
36 Code.

37 (iv) Subdivision (d) of Section 15120 of Title 14 of the  
38 California Code of Regulations.

1 (v) Any additional confidentiality standards adopted by the  
2 California Native American tribe participating in the scoping  
3 consultation.

4 (E) The California Environmental Quality Act (Division 13  
5 (commencing with Section 21000) of the Public Resources Code)  
6 shall not apply to a scoping consultation conducted pursuant to  
7 this subdivision.

8 (2) (A) If, after concluding the scoping consultation, the parties  
9 find that no potential tribal cultural resource would be affected by  
10 the proposed development, the development proponent may submit  
11 an application for the proposed development that is subject to the  
12 streamlined, ministerial approval process described in subdivision  
13 (c).

14 (B) If, after concluding the scoping consultation, the parties  
15 find that a potential tribal cultural resource could be affected by  
16 the proposed development and an enforceable agreement is  
17 documented between the California Native American tribe and the  
18 local government on methods, measures, and conditions for tribal  
19 cultural resource treatment, the development proponent may submit  
20 the application for a development subject to the streamlined,  
21 ministerial approval process described in subdivision (c). The local  
22 government shall ensure that the enforceable agreement is included  
23 in the requirements and conditions for the proposed development.

24 (C) If, after concluding the scoping consultation, the parties  
25 find that a potential tribal cultural resource could be affected by  
26 the proposed development and an enforceable agreement is not  
27 documented between the California Native American tribe and the  
28 local government regarding methods, measures, and conditions  
29 for tribal cultural resource treatment, the development shall not  
30 be eligible for the streamlined, ministerial approval process  
31 described in subdivision (c).

32 (D) For purposes of this paragraph, a scoping consultation shall  
33 be deemed to be concluded if either of the following occur:

34 (i) The parties to the scoping consultation document an  
35 enforceable agreement concerning methods, measures, and  
36 conditions to avoid or address potential impacts to tribal cultural  
37 resources that are or may be present.

38 (ii) One or more parties to the scoping consultation, acting in  
39 good faith and after reasonable effort, conclude that a mutual  
40 agreement on methods, measures, and conditions to avoid or

1 address impacts to tribal cultural resources that are or may be  
2 present cannot be reached.

3 (E) If the development or environmental setting substantially  
4 changes after the completion of the scoping consultation, the local  
5 government shall notify the California Native American tribe of  
6 the changes and engage in a subsequent scoping consultation if  
7 requested by the California Native American tribe.

8 (3) A local government may only accept an application for  
9 streamlined, ministerial approval pursuant to this section if one of  
10 the following applies:

11 (A) A California Native American tribe that received a formal  
12 notice of the development proponent's notice of intent to submit  
13 an application pursuant to subclause (I) of clause (iii) of  
14 subparagraph (A) of paragraph (1) did not accept the invitation to  
15 engage in a scoping consultation.

16 (B) The California Native American tribe accepted an invitation  
17 to engage in a scoping consultation pursuant to subclause (II) of  
18 clause (iii) of subparagraph (A) of paragraph (1) but substantially  
19 failed to engage in the scoping consultation after repeated  
20 documented attempts by the local government to engage the  
21 California Native American tribe.

22 (C) The parties to a scoping consultation pursuant to this  
23 subdivision find that no potential tribal cultural resource will be  
24 affected by the proposed development pursuant to subparagraph  
25 (A) of paragraph (2).

26 (D) A scoping consultation between a California Native  
27 American tribe and the local government has occurred in  
28 accordance with this subdivision and resulted in agreement  
29 pursuant to subparagraph (B) of paragraph (2).

30 (4) A project shall not be eligible for the streamlined, ministerial  
31 process described in subdivision (c) if any of the following apply:

32 (A) There is a tribal cultural resource that is on a national, state,  
33 tribal, or local historic register list located on the site of the project.

34 (B) There is a potential tribal cultural resource that could be  
35 affected by the proposed development and the parties to a scoping  
36 consultation conducted pursuant to this subdivision do not  
37 document an enforceable agreement on methods, measures, and  
38 conditions for tribal cultural resource treatment, as described in  
39 subparagraph (C) of paragraph (2).

1 (C) The parties to a scoping consultation conducted pursuant  
2 to this subdivision do not agree as to whether a potential tribal  
3 cultural resource will be affected by the proposed development.

4 (5) (A) If, after a scoping consultation conducted pursuant to  
5 this subdivision, a project is not eligible for the streamlined,  
6 ministerial process described in subdivision (c) for any or all of  
7 the following reasons, the local government shall provide written  
8 documentation of that fact, and an explanation of the reason for  
9 which the project is not eligible, to the development proponent  
10 and to any California Native American tribe that is a party to that  
11 scoping consultation:

12 (i) There is a tribal cultural resource that is on a national, state,  
13 tribal, or local historic register list located on the site of the project,  
14 as described in subparagraph (A) of paragraph (4).

15 (ii) The parties to the scoping consultation have not documented  
16 an enforceable agreement on methods, measures, and conditions  
17 for tribal cultural resource treatment, as described in subparagraph  
18 (C) of paragraph (2) and subparagraph (B) of paragraph (4).

19 (iii) The parties to the scoping consultation do not agree as to  
20 whether a potential tribal cultural resource will be affected by the  
21 proposed development, as described in subparagraph (C) of  
22 paragraph (4).

23 (B) The written documentation provided to a development  
24 proponent pursuant to this paragraph shall include information on  
25 how the development proponent may seek a conditional use permit  
26 or other discretionary approval of the development from the local  
27 government.

28 (6) This section is not intended, and shall not be construed, to  
29 limit consultation and discussion between a local government and  
30 a California Native American tribe pursuant to other applicable  
31 law, confidentiality provisions under other applicable law, the  
32 protection of religious exercise to the fullest extent permitted under  
33 state and federal law, or the ability of a California Native American  
34 tribe to submit information to the local government or participate  
35 in any process of the local government.

36 (7) For purposes of this subdivision:

37 (A) “Consultation” means the meaningful and timely process  
38 of seeking, discussing, and considering carefully the views of  
39 others, in a manner that is cognizant of all parties’ cultural values  
40 and, where feasible, seeking agreement. Consultation between

1 local governments and Native American tribes shall be conducted  
2 in a way that is mutually respectful of each party's sovereignty.  
3 Consultation shall also recognize the tribes' potential needs for  
4 confidentiality with respect to places that have traditional tribal  
5 cultural importance. A lead agency shall consult the tribal  
6 consultation best practices described in the "State of California  
7 Tribal Consultation Guidelines: Supplement to the General Plan  
8 Guidelines" prepared by the Office of Planning and Research.

9 (B) "Scoping" means the act of participating in early discussions  
10 or investigations between the local government and California  
11 Native American tribe, and the development proponent if  
12 authorized by the California Native American tribe, regarding the  
13 potential effects a proposed development could have on a potential  
14 tribal cultural resource, as defined in Section 21074 of the Public  
15 Resources Code, or California Native American tribe, as defined  
16 in Section 21073 of the Public Resources Code.

17 (8) This subdivision shall not apply to any project that has been  
18 approved under the streamlined, ministerial approval process  
19 provided under this section before the effective date of the act  
20 adding this subdivision.

21 (c) (1) Notwithstanding any local law, if a local government's  
22 planning director or equivalent position determines that a  
23 development submitted pursuant to this section is consistent with  
24 the objective planning standards specified in subdivision (a) and  
25 pursuant to paragraph (3) of this subdivision, the local government  
26 shall approve the development. Upon a determination that a  
27 development submitted pursuant to this section is in conflict with  
28 any of the objective planning standards specified in subdivision  
29 (a), the local government staff or relevant local planning and  
30 permitting department that made the determination shall provide  
31 the development proponent written documentation of which  
32 standard or standards the development conflicts with, and an  
33 explanation for the reason or reasons the development conflicts  
34 with that standard or standards, as follows:

35 (A) Within 60 days of submittal of the development to the local  
36 government pursuant to this section if the development contains  
37 150 or fewer housing units.

38 (B) Within 90 days of submittal of the development to the local  
39 government pursuant to this section if the development contains  
40 more than 150 housing units.

1 (2) If the local government’s planning director or equivalent  
2 position fails to provide the required documentation pursuant to  
3 paragraph (1), the development shall be deemed to satisfy the  
4 objective planning standards specified in subdivision (a).

5 (3) For purposes of this section, a development is consistent  
6 with the objective planning standards specified in subdivision (a)  
7 if there is substantial evidence that would allow a reasonable person  
8 to conclude that the development is consistent with the objective  
9 planning standards. The local government shall not determine that  
10 a development, including an application for a modification under  
11 subdivision (h), is in conflict with the objective planning standards  
12 on the basis that application materials are not included, if the  
13 application contains substantial evidence that would allow a  
14 reasonable person to conclude that the development is consistent  
15 with the objective planning standards.

16 (4) Upon submittal of an application for streamlined, ministerial  
17 approval pursuant to this section to the local government, all  
18 departments of the local government that are required to issue an  
19 approval of the development prior to the granting of an entitlement  
20 shall comply with the requirements of this section within the time  
21 periods specified in paragraph (1).

22 (d) (1) Any design review of the development may be conducted  
23 by the local government’s planning commission or any equivalent  
24 board or commission responsible for design review. That design  
25 review shall be objective and be strictly focused on assessing  
26 compliance with criteria required for streamlined projects, as well  
27 as any reasonable objective design standards published and adopted  
28 by ordinance or resolution by a local jurisdiction before submission  
29 of a development application, and shall be broadly applicable to  
30 development within the jurisdiction. That design review shall be  
31 completed, and if the development is consistent with all objective  
32 standards, the local government shall approve the development as  
33 follows and shall not in any way inhibit, chill, or preclude the  
34 ministerial approval provided by this section or its effect, as  
35 applicable:

36 (A) Within 90 days of submittal of the development to the local  
37 government pursuant to this section if the development contains  
38 150 or fewer housing units.

1 (B) Within 180 days of submittal of the development to the  
2 local government pursuant to this section if the development  
3 contains more than 150 housing units.

4 (2) If the development is consistent with the requirements of  
5 subparagraph (A) or (B) of paragraph (9) of subdivision (a) and  
6 is consistent with all objective subdivision standards in the local  
7 subdivision ordinance, an application for a subdivision pursuant  
8 to the Subdivision Map Act (Division 2 (commencing with Section  
9 66410)) shall be exempt from the requirements of the California  
10 Environmental Quality Act (Division 13 (commencing with Section  
11 21000) of the Public Resources Code) and shall be subject to the  
12 public oversight timelines set forth in paragraph (1).

13 (3) If a local government determines that a development  
14 submitted pursuant to this section is in conflict with any of the  
15 standards imposed pursuant to paragraph (1), it shall provide the  
16 development proponent written documentation of which objective  
17 standard or standards the development conflicts with, and an  
18 explanation for the reason or reasons the development conflicts  
19 with that objective standard or standards consistent with the  
20 timelines described in paragraph (1) of subdivision (c).

21 (e) (1) Notwithstanding any other law, a local government,  
22 whether or not it has adopted an ordinance governing automobile  
23 parking requirements in multifamily developments, shall not  
24 impose automobile parking standards for a streamlined  
25 development that was approved pursuant to this section in any of  
26 the following instances:

27 (A) The development is located within one-half mile of public  
28 transit.

29 (B) The development is located within an architecturally and  
30 historically significant historic district.

31 (C) When on-street parking permits are required but not offered  
32 to the occupants of the development.

33 (D) When there is a car share vehicle located within one block  
34 of the development.

35 (2) If the development does not fall within any of the categories  
36 described in paragraph (1), the local government shall not impose  
37 automobile parking requirements for streamlined developments  
38 approved pursuant to this section that exceed one parking space  
39 per unit.



- 1 (f) Notwithstanding any law, a local government shall not  
2 require any of the following prior to approving a development that  
3 meets the requirements of this section:
- 4 (1) Studies, information, or other materials that do not pertain  
5 directly to determining whether the development is consistent with  
6 the objective planning standards applicable to the development.
- 7 (2) (A) Compliance with any standards necessary to receive a  
8 postentitlement permit.
- 9 (B) This paragraph does not prohibit a local agency from  
10 requiring compliance with any standards necessary to receive a  
11 postentitlement permit after a permit has been issued pursuant to  
12 this section.
- 13 (C) For purposes of this paragraph, “postentitlement permit”  
14 has the same meaning as provided in subparagraph (A) of  
15 paragraph (3) of subdivision (j) of Section 65913.3.
- 16 (g) (1) If a local government approves a development pursuant  
17 to this section, then, notwithstanding any other law, that approval  
18 shall not expire if the project satisfies both of the following  
19 requirements:
- 20 (A) The project includes public investment in housing  
21 affordability, beyond tax credits.
- 22 (B) At least 50 percent of the units are affordable to households  
23 making at or below 80 percent of the area median income.
- 24 (2) (A) If a local government approves a development pursuant  
25 to this section, and the project does not satisfy the requirements  
26 of subparagraphs (A) and (B) of paragraph (1), that approval shall  
27 remain valid for three years from the date of the final action  
28 establishing that approval, or if litigation is filed challenging that  
29 approval, from the date of the final judgment upholding that  
30 approval. Approval shall remain valid for a project provided  
31 construction activity, including demolition and grading activity,  
32 on the development site has begun pursuant to a permit issued by  
33 the local jurisdiction and is in progress. For purposes of this  
34 subdivision, “in progress” means one of the following:
- 35 (i) The construction has begun and has not ceased for more than  
36 180 days.
- 37 (ii) If the development requires multiple building permits, an  
38 initial phase has been completed, and the project proponent has  
39 applied for and is diligently pursuing a building permit for a

1 subsequent phase, provided that once it has been issued, the  
2 building permit for the subsequent phase does not lapse.

3 (B) Notwithstanding subparagraph (A), a local government may  
4 grant a project a one-time, one-year extension if the project  
5 proponent can provide documentation that there has been  
6 significant progress toward getting the development construction  
7 ready, such as filing a building permit application.

8 (3) If the development proponent requests a modification  
9 pursuant to subdivision (h), then the time during which the approval  
10 shall remain valid shall be extended for the number of days  
11 between the submittal of a modification request and the date of its  
12 final approval, plus an additional 180 days to allow time to obtain  
13 a building permit. If litigation is filed relating to the modification  
14 request, the time shall be further extended during the pendency of  
15 the litigation. The extension required by this paragraph shall only  
16 apply to the first request for a modification submitted by the  
17 development proponent.

18 (4) The amendments made to this subdivision by the act that  
19 added this paragraph shall also be retroactively applied to  
20 developments approved prior to January 1, 2022.

21 (h) (1) (A) A development proponent may request a  
22 modification to a development that has been approved under the  
23 streamlined, ministerial approval process provided in subdivision  
24 (c) if that request is submitted to the local government before the  
25 issuance of the final building permit required for construction of  
26 the development.

27 (B) Except as provided in paragraph (3), the local government  
28 shall approve a modification if it determines that the modification  
29 is consistent with the objective planning standards specified in  
30 subdivision (a) that were in effect when the original development  
31 application was first submitted.

32 (C) The local government shall evaluate any modifications  
33 requested pursuant to this subdivision for consistency with the  
34 objective planning standards using the same assumptions and  
35 analytical methodology that the local government originally used  
36 to assess consistency for the development that was approved for  
37 streamlined, ministerial approval pursuant to subdivision (c).

38 (D) A guideline that was adopted or amended by the department  
39 pursuant to subdivision (n) after a development was approved  
40 through the streamlined, ministerial approval process described in

1 subdivision (c) shall not be used as a basis to deny proposed  
2 modifications.

3 (2) Upon receipt of the development proponent’s application  
4 requesting a modification, the local government shall determine  
5 if the requested modification is consistent with the objective  
6 planning standard and either approve or deny the modification  
7 request within 60 days after submission of the modification, or  
8 within 90 days if design review is required.

9 (3) Notwithstanding paragraph (1), the local government may  
10 apply objective planning standards adopted after the development  
11 application was first submitted to the requested modification in  
12 any of the following instances:

13 (A) The development is revised such that the total number of  
14 residential units or total square footage of construction changes  
15 by 15 percent or more. The calculation of the square footage of  
16 construction changes shall not include underground space.

17 (B) The development is revised such that the total number of  
18 residential units or total square footage of construction changes  
19 by 5 percent or more and it is necessary to subject the development  
20 to an objective standard beyond those in effect when the  
21 development application was submitted in order to mitigate or  
22 avoid a specific, adverse impact, as that term is defined in  
23 subparagraph (A) of paragraph (1) of subdivision (j) of Section  
24 65589.5, upon the public health or safety and there is no feasible  
25 alternative method to satisfactorily mitigate or avoid the adverse  
26 impact. The calculation of the square footage of construction  
27 changes shall not include underground space.

28 (C) (i) Objective building standards contained in the California  
29 Building Standards Code (Title 24 of the California Code of  
30 Regulations), including, but not limited to, building plumbing,  
31 electrical, fire, and grading codes, may be applied to all  
32 modification applications that are submitted prior to the first  
33 building permit application. Those standards may be applied to  
34 modification applications submitted after the first building permit  
35 application if agreed to by the development proponent.

36 (ii) The amendments made to clause (i) by the act that added  
37 clause (i) shall also be retroactively applied to modification  
38 applications submitted prior to January 1, 2022.

39 (4) The local government’s review of a modification request  
40 pursuant to this subdivision shall be strictly limited to determining

1 whether the modification, including any modification to previously  
2 approved density bonus concessions or waivers, modify the  
3 development's consistency with the objective planning standards  
4 and shall not reconsider prior determinations that are not affected  
5 by the modification.

6 (i) (1) A local government shall not adopt or impose any  
7 requirement, including, but not limited to, increased fees or  
8 inclusionary housing requirements, that applies to a project solely  
9 or partially on the basis that the project is eligible to receive  
10 ministerial or streamlined approval pursuant to this section.

11 (2) (A) A local government shall issue a subsequent permit  
12 required for a development approved under this section if the  
13 application substantially complies with the development as it was  
14 approved pursuant to subdivision (c). Upon receipt of an  
15 application for a subsequent permit, the local government shall  
16 process the permit without unreasonable delay and shall not impose  
17 any procedure or requirement that is not imposed on projects that  
18 are not approved pursuant to this section. The local government  
19 shall consider the application for subsequent permits based upon  
20 the objective standards specified in any state or local laws that  
21 were in effect when the original development application was  
22 submitted, unless the development proponent agrees to a change  
23 in objective standards. Issuance of subsequent permits shall  
24 implement the approved development, and review of the permit  
25 application shall not inhibit, chill, or preclude the development.  
26 For purposes of this paragraph, a "subsequent permit" means a  
27 permit required subsequent to receiving approval under subdivision  
28 (c), and includes, but is not limited to, demolition, grading,  
29 encroachment, and building permits and final maps, if necessary.

30 (B) The amendments made to subparagraph (A) by the act that  
31 added this subparagraph shall also be retroactively applied to  
32 subsequent permit applications submitted prior to January 1, 2022.

33 (3) (A) If a public improvement is necessary to implement a  
34 development that is subject to the streamlined, ministerial approval  
35 pursuant to this section, including, but not limited to, a bicycle  
36 lane, sidewalk or walkway, public transit stop, driveway, street  
37 paving or overlay, a curb or gutter, a modified intersection, a street  
38 sign or street light, landscape or hardscape, an above-ground or  
39 underground utility connection, a water line, fire hydrant, storm  
40 or sanitary sewer connection, retaining wall, and any related work,

1 and that public improvement is located on land owned by the local  
2 government, to the extent that the public improvement requires  
3 approval from the local government, the local government shall  
4 not exercise its discretion over any approval relating to the public  
5 improvement in a manner that would inhibit, chill, or preclude the  
6 development.

7 (B) If an application for a public improvement described in  
8 subparagraph (A) is submitted to a local government, the local  
9 government shall do all of the following:

10 (i) Consider the application based upon any objective standards  
11 specified in any state or local laws that were in effect when the  
12 original development application was submitted.

13 (ii) Conduct its review and approval in the same manner as it  
14 would evaluate the public improvement if required by a project  
15 that is not eligible to receive ministerial or streamlined approval  
16 pursuant to this section.

17 (C) If an application for a public improvement described in  
18 subparagraph (A) is submitted to a local government, the local  
19 government shall not do either of the following:

20 (i) Adopt or impose any requirement that applies to a project  
21 solely or partially on the basis that the project is eligible to receive  
22 ministerial or streamlined approval pursuant to this section.

23 (ii) Unreasonably delay in its consideration, review, or approval  
24 of the application.

25 (j) (1) This section shall not affect a development proponent's  
26 ability to use any alternative streamlined by right permit processing  
27 adopted by a local government, including the provisions of  
28 subdivision (i) of Section 65583.2.

29 (2) This section shall not prevent a development from also  
30 qualifying as a housing development project entitled to the  
31 protections of Section 65589.5. This paragraph does not constitute  
32 a change in, but is declaratory of, existing law.

33 (k) The California Environmental Quality Act (Division 13  
34 commencing with Section 21000) of the Public Resources Code)  
35 does not apply to actions taken by a state agency, local government,  
36 or the San Francisco Bay Area Rapid Transit District to:

37 (1) Lease, convey, or encumber land owned by the local  
38 government or the San Francisco Bay Area Rapid Transit District  
39 or to facilitate the lease, conveyance, or encumbrance of land  
40 owned by the local government, or for the lease of land owned by

1 the San Francisco Bay Area Rapid Transit District in association  
 2 with an eligible TOD project, as defined pursuant to Section  
 3 29010.1 of the Public Utilities Code, nor to any decisions  
 4 associated with that lease, or to provide financial assistance to a  
 5 development that receives streamlined approval pursuant to this  
 6 section that is to be used for housing for persons and families of  
 7 very low, low, or moderate income, as defined in Section 50093  
 8 of the Health and Safety Code.

9 (2) Approve improvements located on land owned by the local  
 10 government or the San Francisco Bay Area Rapid Transit District  
 11 that are necessary to implement a development that receives  
 12 streamlined approval pursuant to this section that is to be used for  
 13 housing for persons and families of very low, low, or moderate  
 14 income, as defined in Section 50093 of the Health and Safety Code.

15 (l) For purposes of establishing the total number of units in a  
 16 development under this chapter, a development or development  
 17 project includes both of the following:

18 (1) All projects developed on a site, regardless of when those  
 19 developments occur.

20 (2) All projects developed on sites adjacent to a site developed  
 21 pursuant to this chapter if, after January 1, 2023, the adjacent site  
 22 had been subdivided from the site developed pursuant to this  
 23 chapter.

24 (m) For purposes of this section, the following terms have the  
 25 following meanings:

26 (1) “Affordable housing cost” has the same meaning as set forth  
 27 in Section 50052.5 of the Health and Safety Code.

28 (2) (A) Subject to the qualification provided by subparagraphs  
 29 (B) and (C), “affordable rent” has the same meaning as set forth  
 30 in Section 50053 of the Health and Safety Code.

31 (B) For a development for which an application pursuant to this  
 32 section was submitted prior to January 1, 2019, that includes 500  
 33 units or more of housing, and that dedicates 50 percent of the total  
 34 number of units, before calculating any density bonus, to housing  
 35 affordable to households making at, or below, 80 percent of the  
 36 area median income, affordable rent for at least 30 percent of these  
 37 units shall be set at an affordable rent as defined in subparagraph  
 38 (A) and “affordable rent” for the remainder of these units shall  
 39 mean a rent that is consistent with the maximum rent levels for a  
 40 housing development that receives an allocation of state or federal

1 low-income housing tax credits from the California Tax Credit  
2 Allocation Committee.

3 (C) For a development that dedicates 100 percent of units,  
4 exclusive of a manager’s unit or units, to lower income households,  
5 “affordable rent” shall mean a rent that is consistent with the  
6 maximum rent levels stipulated by the public program providing  
7 financing for the development.

8 (3) “Department” means the Department of Housing and  
9 Community Development.

10 (4) “Development proponent” means the developer who submits  
11 a housing development project application to a local government  
12 under the streamlined, ministerial review process pursuant to this  
13 section.

14 (5) “Completed entitlements” means a housing development  
15 that has received all the required land use approvals or entitlements  
16 necessary for the issuance of a building permit.

17 (6) “Health care expenditures” include contributions under  
18 Section 401(a), 501(c), or 501(d) of the Internal Revenue Code  
19 and payments toward “medical care,” as defined in Section  
20 213(d)(1) of the Internal Revenue Code.

21 (7) “Housing development project” has the same meaning as in  
22 Section 65589.5.

23 (8) “Locality” or “local government” means a city, including a  
24 charter city, a county, including a charter county, or a city and  
25 county, including a charter city and county.

26 (9) “Moderate-income housing units” means housing units with  
27 an affordable housing cost or affordable rent for persons and  
28 families of moderate income, as that term is defined in Section  
29 50093 of the Health and Safety Code.

30 (10) “Production report” means the information reported  
31 pursuant to subparagraph (H) of paragraph (2) of subdivision (a)  
32 of Section 65400.

33 (11) “State agency” includes every state office, officer,  
34 department, division, bureau, board, and commission, but does not  
35 include the California State University or the University of  
36 California.

37 (12) “Reporting period” means either of the following:

38 (A) The first half of the regional housing needs assessment  
39 cycle.

40 (B) The last half of the regional housing needs assessment cycle.

1 (13) “Urban uses” means any current or former residential,  
 2 commercial, public institutional, transit or transportation passenger  
 3 facility, or retail use, or any combination of those uses.

4 (n) The department may review, adopt, amend, and repeal  
 5 guidelines to implement uniform standards or criteria that  
 6 supplement or clarify the terms, references, or standards set forth  
 7 in this section. Any guidelines or terms adopted pursuant to this  
 8 subdivision shall not be subject to Chapter 3.5 (commencing with  
 9 Section 11340) of Part 1 of Division 3 of Title 2 of the Government  
 10 Code.

11 (o) The determination of whether an application for a  
 12 development is subject to the streamlined ministerial approval  
 13 process provided by subdivision (c) is not a “project” as defined  
 14 in Section 21065 of the Public Resources Code.

15 (p) Notwithstanding any law, for purposes of this section and  
 16 for development in compliance with the requirements of this  
 17 section on property owned by or leased to the state, the Department  
 18 of General Services may act in the place of a locality or local  
 19 government, at the discretion of the department.

20 (q) (1) For developments proposed in a census tract that is  
 21 designated either as a moderate resource area, low resource area,  
 22 or an area of high segregation and poverty on the most recent  
 23 “CTAC/HCD Opportunity Map” published by the California Tax  
 24 Credit Allocation Committee and the Department of Housing and  
 25 Community Development, within 45 days after receiving a notice  
 26 of intent, as described in subdivision (b), and before the  
 27 development proponent submits an application for the proposed  
 28 development that is subject to the streamlined, ministerial approval  
 29 process described in subdivision (c), the local government shall  
 30 provide for a public meeting to be held by the city council or  
 31 county board of supervisors to provide an opportunity for the public  
 32 and the local government to comment on the development.

33 (2) The public meeting shall be held at a regular meeting and  
 34 be subject to the Ralph M. Brown Act (Chapter 9 (commencing  
 35 with Section 54950) of Part 1 of Division 2 of Title 5).

36 (3) Comments may be provided by testimony during the meeting  
 37 or in writing at any time before the meeting concludes.

38 (4) The development proponent shall attest in writing that it  
 39 attended the meeting described in paragraph (1) and reviewed the  
 40 public testimony and written comments from the meeting in its



1 application for the proposed development that is subject to the  
2 streamlined, ministerial approval process described in subdivision  
3 (c).

4 (5) If the local government fails to hold the hearing described  
5 in paragraph (1) within 45 days after receiving the notice of intent,  
6 the development proponent shall hold a public meeting on the  
7 proposed development before submitting an application pursuant  
8 to this section.

9 (r) (1) This section shall not apply to applications for  
10 developments proposed on qualified sites that are submitted on or  
11 after January 1, 2024, but before July 1, 2025.

12 (2) For purposes of this subdivision, “qualified site” means a  
13 site that meets the following requirements:

14 (A) The site is located within an equine or equestrian district  
15 designated by a general plan or specific or master plan, which may  
16 include a specific narrative reference to a geographically  
17 determined area or map of the same. Parcels adjoined and only  
18 separated by a street or highway shall be considered to be within  
19 an equestrian district.

20 (B) As of January 1, 2024, the general plan applicable to the  
21 site contains, and has contained for five or more years, an equine  
22 or equestrian district designation where the site is located.

23 (C) As of January 1, 2024, the equine or equestrian district  
24 applicable to the site is not zoned to include residential uses, but  
25 authorizes residential uses with a conditional use permit.

26 (D) The applicable local government has an adopted housing  
27 element that is compliant with applicable law.

28 (3) The Legislature finds and declares that the purpose of this  
29 subdivision is to allow local governments to conduct general plan  
30 updates to align their general plan with applicable zoning changes.

31 (s) The provisions of clause (iii) of subparagraph (E) of  
32 paragraph (8) of subdivision (a) relating to health care expenditures  
33 are distinct and severable from the remaining provisions of this  
34 section. However, the remaining portions of paragraph (8) of  
35 subdivision (a) are a material and integral part of this section and  
36 are not severable. If any provision or application of paragraph (8)  
37 of subdivision (a) is held invalid, this entire section shall be null  
38 and void.

39 (t) It is the policy of the state that this section be interpreted and  
40 implemented in a manner to afford the fullest possible weight to

1 the interest of, and the approval and provision of, increased housing  
2 supply.

3 (u) This section shall remain in effect only until January 1, 2036,  
4 and as of that date is repealed.

5 SEC. 3. The Legislature finds and declares that ensuring access  
6 to affordable housing is a matter of statewide concern and is not  
7 a municipal affair as that term is used in Section 5 of Article XI  
8 of the California Constitution. Therefore, Section 2 of this act  
9 amending Section 65913.4 of the Government Code applies to all  
10 cities, including charter cities.

11 SEC. 4. No reimbursement is required by this act pursuant to  
12 Section 6 of Article XIII B of the California Constitution because  
13 a local agency or school district has the authority to levy service  
14 charges, fees, or assessments sufficient to pay for the program or  
15 level of service mandated by this act or because costs that may be  
16 incurred by a local agency or school district will be incurred  
17 because this act creates a new crime or infraction, eliminates a  
18 crime or infraction, or changes the penalty for a crime or infraction,  
19 within the meaning of Section 17556 of the Government Code, or  
20 changes the definition of a crime within the meaning of Section 6  
21 of Article XIII B of the California Constitution.

O

AMENDED IN SENATE JULY 13, 2023

AMENDED IN ASSEMBLY MAY 1, 2023

AMENDED IN ASSEMBLY APRIL 3, 2023

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

**ASSEMBLY BILL**

**No. 309**

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**Introduced by Assembly Members Lee, Wendy Carrillo, and Kalra  
(Coauthors: Assembly Members Bennett, Haney, Jackson, McCarty,  
Ting, Ward, and Rendon)  
(Coauthors: Senators Allen, Menjivar, and Wiener)**

January 26, 2023

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An act to add Title 6.91 (commencing with Section 64900) to the Government Code, relating to housing.

LEGISLATIVE COUNSEL'S DIGEST

AB 309, as amended, Lee. The Social Housing Act.

*Existing law establishes the Department of General Services to provide centralized services, including, but not limited to, planning, acquisition, construction and maintenance of state buildings and property. Existing law authorizes the Director of General Services, with the consent of the state agency concerned, to lease state-owned real property when the Director of General Services deems that leasing serves a beneficial public purpose limited to the development of housing.*

*This bill would enact the Social Housing Act and would create, in the Department of General Services, the Social Housing Program, the mission of which would be to ensure that social housing developments are produced on leased state property to help address the housing crisis, as specified. The bill would authorize the program to identify and develop up to 3 social housing projects, as specified, with the intent to*

96

*use the results to inform public policy related to developing an independent public entity to develop statewide social housing. The bill would require the program to solicit bids to develop social housing units, and prioritize bids that demonstrate long-term revenue neutrality or a cost rent model, as those terms are defined. The bill would require the program to employ 2 different leasing models, the rental model and the ownership model, as specified, in creating social housing. The bill would prohibit a city or county from denying a social housing development authorized under the program. The bill would authorize a city or county to propose objective design review standards, as specified, and authorize a city or county to propose modifications to mitigate any specific, adverse impacts on public health or safety, as specified.*

Existing law establishes the Department of Housing and Community Development and sets forth its powers and duties. Existing law creates a housing authority in each county or city, which functions upon the adoption of a specified resolution by the relevant governing body. Existing law authorizes these housing authorities, within their jurisdictions, to construct, reconstruct, improve, alter, or repair all or part of any housing project. Existing law establishes various programs that provide housing assistance.

This bill would enact the Social Housing Act and would create the California Housing Authority, as an independent state body, the mission of which would be to ensure that social housing developments that are produced and acquired align with the goals of eliminating the gap between housing production and regional housing needs assessment targets and preserving affordable housing. The bill would prescribe a definition of social housing that would describe, in addition to housing owned by the authority, housing owned by other entities, as specified, provided that all social housing developed or authorized by the authority would be owned by the authority.

This bill would prescribe the composition of the California Housing Authority Board, which would govern the authority, and would be composed of appointed members and members who would be elected by residents of social housing developments, as specified. The bill would set forth the powers and duties of the authority and the board. The bill would require the authority to seek to achieve revenue neutrality, as defined, and would require the authority to seek to recuperate the cost of development and operations over the life of its

~~properties through mechanisms that maximize the number of Californians who can be housed without experiencing rent burden.~~

~~This bill would require the authority to prioritize the development of specified property, including vacant parcels and parcels near transit, and would establish a process for the annual determination of required social housing units. Under the bill, social housing would accommodate a mix of household income ranges and would provide specified protections for residents, who would participate in the operation and management of the units in which they reside.~~

~~This bill would require the California Housing Authority to employ 2 leasing models in social housing developments, referred to as the rental model and the ownership model, and would set forth the characteristics of both models. Under the ownership model, the authority would extend a 99-year lease, in the form of a limited equity arrangement, as defined, to individuals who commit to a minimum 5-year term of residence, and would authorize the authority to act as a lender for residents. The bill would specify how the units may be sold and transferred. The bill would establish eligibility requirements for social housing residents and provide for the selection of residents by lottery, as specified, providing that people who may have been displaced from a property as part of its development would be granted a preference for occupancy. The bill, among other things, would require the authority to accept a local jurisdiction's preference for a project parcel if specified conditions are met.~~

~~This bill would establish the Social Housing Revolving Loan Fund within the State Treasury to provide, upon appropriation by the Legislature, zero-interest loans for the purposes of constructing housing to accommodate a mix of household incomes. The bill would declare the intent of the Legislature to enact subsequent legislation to provide financing for the activities of the authority through the issuance of general obligation bonds. The bill would authorize the authority to issue revenue bonds, as specified. The bill would require the board to provide for regular audits of the authority's accounts and records, as specified. The bill would also require the authority to prepare and submit specified reporting information regarding its business plan and progress to the Legislature on an annual basis.~~

~~Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.~~

*The people of the State of California do enact as follows:*

1 SECTION 1. The Legislature finds and declares all of the  
2 following:

3 (a) The housing crisis has reached unprecedented and  
4 unacceptable proportions in the State of California, where more  
5 than two in five households spend greater than 30 percent of their  
6 income on housing and more than one in five households spend  
7 greater than 50 percent of their income on housing.

8 (b) The United States Department of Housing and Urban  
9 Development defines cost-burdened families as those who pay  
10 more than 30 percent of their income for housing and may have  
11 difficulty affording necessities such as food, clothing,  
12 transportation, and medical care. Severe rent burden is defined as  
13 paying more than 50 percent of one's income on rent.

14 (c) Housing burden creates severe financial, physical, and  
15 emotional impacts on households.

16 (d) The affordable housing crisis has imposed a significant toll  
17 on the California economy, as overpriced rents depress the  
18 California gross domestic product by approximately 2 percent and  
19 more than 600,000 people leave the state annually in search of  
20 lower rent.

21 (e) Current efforts, while laudable, have proven insufficient in  
22 resolving the state's affordable housing crisis, since 97 percent of  
23 cities and counties have been unable to meet the regional housing  
24 needs assessment targets for very low income, low-income, and  
25 moderate-income housing.

26 (f) With such a great failure to meet the housing needs of  
27 California residents, the state has a duty to act and help ~~localities~~  
28 ~~fill the gap~~, *localities* by financing publicly owned, affordable  
29 housing built sustainably, based on the widely successful Vienna  
30 and Singapore models and many other successful models of  
31 mixed-income rental and ownership housing.

32 (g) It is the intent of the Legislature to establish the ~~California~~  
33 ~~Housing Authority, an independent public entity, Social Housing~~  
34 ~~Program~~ to offer the necessary social housing to ~~help eliminate~~  
35 ~~the gaps between~~ *increase* housing production and acquisition ~~and~~  
36 ~~regional housing needs assessment targets~~ in all jurisdictions  
37 throughout the ~~state~~. *state, which will inform the future*  
38 *establishment of an independent public entity to develop, own, and*

1 *maintain social housing in California.* ~~The authority shall be~~  
 2 ~~responsible for developing, owning, and maintaining~~ *Legislature*  
 3 ~~intends the program to be the first step in creating~~ social housing  
 4 in California. Social housing is publicly owned, mixed-income  
 5 housing, removed from market forces and speculation, and built  
 6 with the express aim of housing people equitably and affordably.  
 7 Under public control and oversight, social housing is sustainable  
 8 and remains affordable in perpetuity.

9 (h) It is the intent of the Legislature in enacting this title to set  
 10 an ambitious goal for creating social housing, through both new  
 11 production and preservation of existing units, and to establish the  
 12 means for achieving that goal.

13 (i) It is further the intent of the Legislature for the ~~California~~  
 14 ~~Housing Authority~~ *Social Housing Program* to ensure that no  
 15 Californian pays more than 30 percent of their income on housing  
 16 by the year 2050.

17 ~~SEC. 2. Title 6.91 (commencing with Section 64900) is added~~  
 18 ~~to the Government Code, to read:~~

19  
 20 TITLE 6.91. THE SOCIAL HOUSING ACT

21  
 22 PART 1. GENERAL PROVISIONS

23  
 24 CHAPTER 1. TITLE

25  
 26 64900. ~~This title shall be known, and may be cited, as the Social~~  
 27 ~~Housing Act.~~

28  
 29 CHAPTER 2. DEFINITIONS

30  
 31 64901. ~~Unless the context demands otherwise, the definitions~~  
 32 ~~provided by this chapter shall apply to this title.~~

33 64902. ~~“California Housing Authority,” “CHA,” or “authority”~~  
 34 ~~means the independent state entity created under this title for the~~  
 35 ~~purpose of developing social housing for all California residents.~~

36 64903. ~~“Social housing” means housing with the following~~  
 37 ~~characteristics:~~

38 (a) (1) ~~The housing units are owned by a government entity~~  
 39 ~~such as the California Housing Authority, a public entity, or a local~~  
 40 ~~housing authority.~~

1     ~~(2) For the purposes of this act, all social housing developed or~~  
 2 ~~authorized by the authority shall be owned by the authority.~~

3     ~~(b) If a housing unit is in a social housing development, the~~  
 4 ~~development contains housing units that accommodate a mix of~~  
 5 ~~household income ranges, including extremely low income, very~~  
 6 ~~low income, low income, moderate income, and above moderate~~  
 7 ~~income.~~

8     ~~(c) Residents of housing units are afforded, at a minimum, all~~  
 9 ~~protections granted to tenants with tenancies in private property~~  
 10 ~~under Section 1946.2 of the Civil Code, including protection~~  
 11 ~~against termination without just cause or for any discriminatory,~~  
 12 ~~retaliatory, or other arbitrary reason, and shall be afforded due~~  
 13 ~~process prior to being subject to eviction procedures, in addition~~  
 14 ~~to other protections provided by this title.~~

15     ~~(d) The housing units shall be protected for the duration of their~~  
 16 ~~useful life from being sold or transferred to a private for-profit~~  
 17 ~~entity to prevent the privatization of social housing.~~

18     ~~(e) Residents of the housing units have the right to participate~~  
 19 ~~directly and meaningfully in decisionmaking affecting the operation~~  
 20 ~~and management of their housing units.~~

21     ~~64906. “Revenue neutrality” means a system in which all~~  
 22 ~~monetary expenditures that result from the development and~~  
 23 ~~operation of social housing owned by the authority are returned~~  
 24 ~~to the authority through rents, payments on leasehold mortgages,~~  
 25 ~~or other subsidies, to further the maintenance and development of~~  
 26 ~~more social housing units.~~

27     ~~64907. “Rent and mortgage cross-subsidization” means a~~  
 28 ~~system in which the below-cost rents and leasehold mortgages of~~  
 29 ~~certain units are balanced by above-cost payments on other units~~  
 30 ~~within the same multiunit property so as to ensure the property’s~~  
 31 ~~overall revenue meets development and operational costs.~~

32     ~~64908. “Cost rent” means a system in which the rent of a~~  
 33 ~~dwelling is calculated on the cost of providing for and maintaining~~  
 34 ~~the dwelling, only allowing for limited or no proceeds.~~

35     ~~64909. “Limited equity arrangement” means an ownership~~  
 36 ~~model in which residents are extended a long-term lease of a unit,~~  
 37 ~~take out a subsidized leasehold mortgage on the property from the~~  
 38 ~~authority, make monthly mortgage payments, and commit to resell~~  
 39 ~~at a price determined by a formula designed to balance ongoing~~  
 40 ~~affordability and resident wealth generation.~~



1     ~~64910. “Regional housing needs assessment” or “RHNA”~~  
2     ~~means a representation of housing needs for all income levels in~~  
3     ~~a jurisdiction pursuant to Article 10.6 (commencing with Section~~  
4     ~~65580) of Chapter 3 of Division 1 of Title 7.~~

5     ~~64911. “Area median income” means the median family income~~  
6     ~~in a metropolitan or nonmetropolitan area, as determined by the~~  
7     ~~Department of Housing and Community Development.~~

8     ~~64912. “Extremely low income” means income that does not~~  
9     ~~exceed the qualifying limits for extremely low income families,~~  
10    ~~as described in Section 50106 of the Health and Safety Code.~~

11    ~~64913. “Very low income” means income that does not exceed~~  
12    ~~the qualifying limits for very low income families, as described~~  
13    ~~in Section 50105 of the Health and Safety Code.~~

14    ~~64914. “Low income” means income for households that does~~  
15    ~~not exceed the qualifying limits for lower income families, as~~  
16    ~~described in Section 50079.5 of the Health and Safety Code.~~

17    ~~64915. “Moderate income” means income for households of~~  
18    ~~low or moderate income whose income exceeds the income limit~~  
19    ~~for lower income households, as described in Section 50093 of~~  
20    ~~the Health and Safety Code.~~

21    ~~64916. “Above moderate income” means income for~~  
22    ~~households that exceeds the moderate-income level, as described~~  
23    ~~in Section 50093 of the Health and Safety Code.~~

24    ~~64917. “Underutilized parcel” means a parcel of property upon~~  
25    ~~which is built a structure that contains fewer units than the~~  
26    ~~maximum number of units permissible under local zoning~~  
27    ~~regulations.~~

28    ~~64918. “Multifamily property” means a collection of units~~  
29    ~~featuring extremely low income, very low income, low-income,~~  
30    ~~moderate-income, and above-moderate income units. A multifamily~~  
31    ~~property may be a single building, multiple buildings on the same~~  
32    ~~or adjacent parcels, or multiple buildings across several blocks~~  
33    ~~within a single jurisdiction, or as may be defined by the authority.~~

34    ~~64919. “Board” means the California Housing Authority Board.~~

1           PART 2. ~~CALIFORNIA HOUSING AUTHORITY~~

2  
3           CHAPTER 1. ~~CREATION, POWERS, AND DUTIES~~

4  
5                           Article 1. ~~Creation~~

6  
7       64920. ~~(a) The California Housing Authority is hereby created.~~  
8 ~~The authority shall be governed by the California Housing~~  
9 ~~Authority Board.~~

10       ~~(b) The core mission of the authority shall be to ensure that~~  
11 ~~social housing developments that are produced and acquired align~~  
12 ~~with the goals of eliminating the gap between housing production~~  
13 ~~and regional housing needs assessment targets, and preserving~~  
14 ~~affordable housing.~~

15  
16                           Article 2. ~~Powers~~

17  
18       64921. ~~The authority shall have the following general powers:~~

19       ~~(a) Sue and be sued.~~

20       ~~(b) Have a seal and alter the same at its pleasure.~~

21       ~~(c) Make and execute contracts and all other instruments~~  
22 ~~necessary or convenient for the exercise of its powers and functions~~  
23 ~~to perform its mission.~~

24       ~~(d) Make rules with respect to its projects, operations, properties,~~  
25 ~~and facilities.~~

26       ~~(e) Through its executive officer, appoint officers, agents, and~~  
27 ~~employees; prescribe their duties and qualifications; set their~~  
28 ~~employment descriptions and salaries subject to civil service rules;~~  
29 ~~provide for participation in health care and retirement benefits~~  
30 ~~available to similar state employees; and delegate to one or more~~  
31 ~~of its agents or employees the powers and duties it deems proper.~~

32       ~~(f) Acquire, reacquire, or contract to acquire or reacquire by~~  
33 ~~grant or purchase real, personal, or mixed property or any interest~~  
34 ~~therein and own, hold, clear, improve, rehabilitate, sell, assign,~~  
35 ~~exchange, transfer, convey, lease, or otherwise dispose of or~~  
36 ~~enumber the same.~~

37       ~~(g) Acquire or dispose of real, personal, or mixed property.~~

38       ~~(h) In partnership with qualified persons, acquire, reacquire,~~  
39 ~~construct, reconstruct, rehabilitate, improve, alter, or repair or~~  
40 ~~provide for the construction, reconstruction, improvement,~~

1 alteration, or repair of any project; own, hold, sell, assign, transfer,  
 2 convey, exchange, lease, or otherwise dispose of or encumber any  
 3 project.

4 (i) Enter into development partnerships with municipalities,  
 5 joint powers of authority, and other public and private entities and  
 6 agencies in order to further its social housing development goals.

7 (j) Arrange or contract for the planning, replanning, opening,  
 8 grading, or closing of streets, roads, roadways, alleys, or other  
 9 places, or for the furnishing of facilities or for the acquisition of  
 10 property or property rights, or for the furnishing of property or  
 11 services in connection with a project.

12 (k) Grant options to purchase any project or to renew any lease  
 13 entered into by it in connection with any of its projects, on terms  
 14 and conditions as it deems advisable.

15 (l) Prepare or cause to be prepared project plans, specifications,  
 16 designs, and estimates of costs for the construction, reconstruction,  
 17 rehabilitation, improvement, alteration, or repair of any project,  
 18 and from time to time modify the plans, specifications, designs,  
 19 or estimates.

20 (m) Provide advisory, consultative, training, and educational  
 21 services, technical assistance, and advice to any person, partnership,  
 22 or corporation, either public or private, to carry out its mission,  
 23 and engage the services of consultants on a contractual basis for  
 24 rendering professional and technical assistance and advice.

25 (n) Contract for and accept funding in any form from any public  
 26 or private agency or from any other source.

27 (o) Employ technical experts and officers, agents, and  
 28 employees, permanent or temporary, as required, including  
 29 architects and experts in housing finance.

30 (p) Call upon the Attorney General for legal services as it may  
 31 require.

32  
 33 Article 3. Duties

34  
 35 64922. (a) The authority shall implement and advise on the  
 36 social housing program, as prescribed by Chapter 3 (commencing  
 37 with Section 64933), and is hereby granted all powers necessary  
 38 for this purpose.

39 (b) The authority may contract with property managers to  
 40 manage its properties according to the following requirements:

- 1     ~~(1) Property managers shall abide by standards of responsiveness~~  
2     ~~to resident needs prescribed by the authority.~~
- 3     ~~(2) Property managers shall abide by rules regarding resident~~  
4     ~~rights and protections or be subject to termination of employment.~~
- 5     ~~64923. (a) The authority shall prepare, publish, adopt, and~~  
6     ~~submit to the Governor and the Legislature an annual business~~  
7     ~~plan. At least 60 days prior to the publication of the plan, the~~  
8     ~~authority shall publish a draft business plan for public review and~~  
9     ~~comment. The draft plan shall also be submitted to the Governor~~  
10    ~~and the Legislature.~~
- 11    ~~(b) The business plan shall include, but need not be limited to,~~  
12    ~~all of the following elements:~~
- 13    ~~(1) A description of the type of projects the authority is~~  
14    ~~producing or acquiring and the proposed timeline, estimated costs,~~  
15    ~~and funding sources.~~
- 16    ~~(2) A projection of the expected residents, income levels, and~~  
17    ~~other demographic data.~~
- 18    ~~(3) An estimate and description of the anticipated funds the~~  
19    ~~authority intends to leverage to fund the construction and operation~~  
20    ~~activities, and the authority's level of confidence for obtaining~~  
21    ~~each type of funding.~~
- 22    ~~(4) Any written agreements with public or private entities, such~~  
23    ~~as technical assistance agreements.~~
- 24    ~~(e) On or before December 31 of each year, the authority shall~~  
25    ~~provide and submit to the Legislature an analysis on the effect of~~  
26    ~~its developments on gentrification. The report of the analysis shall~~  
27    ~~be subject to public comment and shall be considered by the board~~  
28    ~~for future decisionmaking.~~
- 29    ~~(d) On or before December 31 of each year, the authority shall~~  
30    ~~provide an annual update to the Legislature on its progress, which~~  
31    ~~shall include relevant resident statistics once social housing~~  
32    ~~developments owned by the authority are occupied.~~
- 33    ~~(e) The reports and annual updates that this section requires the~~  
34    ~~authority to provide to the Legislature shall be submitted in~~  
35    ~~compliance with Section 9795.~~

1 ~~CHAPTER 2. CALIFORNIA HOUSING AUTHORITY GOVERNANCE~~

2  
3 ~~Article 1. Formation and Structure of Governing Board~~

4  
5 64924. ~~(a) The board shall be composed of the following:~~

6 ~~(1) An expert in housing development and finance.~~

7 ~~(2) An expert in housing construction.~~

8 ~~(3) An expert in property maintenance.~~

9 ~~(4) An appointee of the Speaker of the Assembly.~~

10 ~~(5) An appointee of the Senate Committee on Rules.~~

11 ~~(6) An appointee of the Governor.~~

12 ~~(7) Three representatives of the residents, to be appointed~~  
13 ~~initially as described in subdivision (c).~~

14 ~~(b) All appointees shall serve at the pleasure of their respective~~  
15 ~~appointing authorities. The Governor shall appoint the experts in~~  
16 ~~housing development and finance, housing construction, and~~  
17 ~~property management, whose appointments shall be subject to~~  
18 ~~confirmation by Senate approval by majority vote.~~

19 ~~(c) Prior to the occupancy of the first social housing unit~~  
20 ~~developments owned by the authority, the resident representatives~~  
21 ~~shall be appointed by the Speaker of the Assembly, the Senate~~  
22 ~~Committee on Rules, and the Governor, respectively. The Speaker~~  
23 ~~of the Assembly, the Senate Committee on Rules, and the Governor~~  
24 ~~shall consult with advocates for tenants' rights in the course of~~  
25 ~~making their respective selections.~~

26 ~~(d) Following the occupancy of the first social housing unit~~  
27 ~~developments owned by the authority, resident representatives~~  
28 ~~shall be elected according to the following procedure:~~

29 ~~(1) Any resident may nominate another resident to sit on the~~  
30 ~~board, who shall be elected by a vote of all social housing residents~~  
31 ~~who reside in units owned by the authority.~~

32 ~~(2) Each resident may vote for up to three nominees to sit on~~  
33 ~~the board. The three nominees who receive the most votes shall~~  
34 ~~have the right to sit on the board for terms of one year.~~

35 ~~(3) Resident elections for board seats shall take place annually~~  
36 ~~and the elections shall be coordinated by the board and its executive~~  
37 ~~officer.~~

38 64925. ~~All board decisions shall be approved by majority vote.~~

39 64926. ~~The board shall select a board chair, who may hold~~  
40 ~~special powers as determined by members of the board.~~

1 ~~64927. The board is a state body for purposes of the~~  
 2 ~~Bagley-Keene Open Meeting Act (Article 9 (commencing with~~  
 3 ~~Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2).~~

4  
 5 ~~Article 2. Board Powers and Duties~~  
 6

7 ~~64928. The duties of the board include, but are not limited to,~~  
 8 ~~the following:~~

9 ~~(a) Establish a strategy to achieve the core goal of elimination~~  
 10 ~~of the gap between housing production and acquisition and regional~~  
 11 ~~housing needs assessment targets.~~

12 ~~(b) Set objectives and performance targets designed to achieve~~  
 13 ~~the strategy required by subdivision (a).~~

14 ~~(c) Monitor and assess the degree of the authority's success in~~  
 15 ~~achieving its objectives and performance targets.~~

16 ~~(d) Exercise exclusive hiring and firing power over an executive~~  
 17 ~~officer.~~

18 ~~(e) Establish and monitor performance measures for the~~  
 19 ~~executive officer and an associated succession plan.~~

20 ~~(f) Approve the annual budget prepared by the executive officer.~~

21 ~~(g) Foster a culture and set of values consistent with the~~  
 22 ~~short-term, medium-term, and long-term goals of the authority.~~

23 ~~(h) Integrate risk management into the authority's strategic~~  
 24 ~~planning process.~~

25 ~~(i) Notify the Governor and the Legislature of unanticipated~~  
 26 ~~and sizable risks facing CHA in meeting its objectives.~~

27 ~~(j) Adopt and amend regulations, which shall include election~~  
 28 ~~procedures for resident board positions.~~

29 ~~(k) Following an initial trial period, create and make public an~~  
 30 ~~annual business plan as described in Section 64923.~~

31 ~~(l) Hold biannual meetings with resident governance councils.~~

32 ~~64929. The executive officer of the board shall have the~~  
 33 ~~following powers and duties:~~

34 ~~(a) Manage the day-to-day operations of the authority in~~  
 35 ~~accordance with the strategy, delegations, business plans, and~~  
 36 ~~policies of the board and this title.~~

37 ~~(b) Employ and manage staff, including establishing, promoting,~~  
 38 ~~and maintaining a positive organizational culture that effectively~~  
 39 ~~aligns with the values and employment principles of the authority.~~

40 ~~(c) Transform the strategic plans of the board into action.~~

- 1 ~~(d) Ensure the effectiveness of the authority’s operational~~
- 2 ~~systems, including financial management, human resource~~
- 3 ~~management, information systems management, risk management,~~
- 4 ~~communications, marketing, fund raising, asset management, and~~
- 5 ~~reporting.~~
- 6 ~~(e) Ensure the board is kept informed of changes to gubernatorial~~
- 7 ~~directives, relevant legislation and changes in law, and other critical~~
- 8 ~~information relating to the board’s functions and powers.~~
- 9 ~~(f) Ensure compliance with applicable law and governmental~~
- 10 ~~policies.~~
- 11 ~~(g) Maintain effective communication and cooperation with~~
- 12 ~~external stakeholders in collaboration with the chair of the board.~~
- 13 ~~(h) Provide advice and information to the board on any material~~
- 14 ~~issues concerning strategy, finance, reporting obligations, or other~~
- 15 ~~important matters that arise.~~
- 16 ~~(i) Prepare the annual business plan, including organizational~~
- 17 ~~performance targets, for board approval.~~
- 18 ~~(j) Interact with and, where appropriate, report to the Governor~~
- 19 ~~and the Legislature.~~
- 20 ~~(k) Additional responsibilities as determined by the board.~~

Article 3. Resident Governance Councils

- 21
- 22
- 23
- 24 ~~64930. Each multifamily social housing development owned~~
- 25 ~~by the authority shall form a governance council, which shall~~
- 26 ~~include residents in both rental and ownership model properties.~~
- 27 ~~The governance council shall be made up of no more than 10~~
- 28 ~~percent of the overall population of the multifamily development.~~
- 29 ~~The authority shall establish appropriate size limitations for~~
- 30 ~~governance councils based on the size of the developments that~~
- 31 ~~they represent.~~
- 32 ~~64931. An authority multifamily social housing development~~
- 33 ~~governance council shall have the following powers and~~
- 34 ~~responsibilities:~~
- 35 ~~(a) Host regular meetings to gather feedback and perspective~~
- 36 ~~of residents.~~
- 37 ~~(b) Provide the resident perspective to property management.~~
- 38 ~~(c) Represent the interests of the development in biannual~~
- 39 ~~meetings with the board.~~

1 ~~(d) Determine how to spend the development's allotted annual~~  
 2 ~~budget for common room amenities and social events.~~

3 ~~(e) Participate in the approval of renovation projects.~~

4 ~~(f) Other responsibilities as determined by the board.~~

5 ~~64932. A multifamily social housing development governance~~  
 6 ~~council and the board may consult with outside parties with~~  
 7 ~~appropriate experience for the purpose of establishing managerial~~  
 8 ~~policies and practices that align with the requirements of affordable~~  
 9 ~~housing and the need to provide suitable tenant protections.~~

10  
 11 ~~CHAPTER 3. SOCIAL HOUSING PROGRAM~~

12  
 13 ~~Article 1. Program Design~~

14  
 15 ~~64933. (a) In all its operations, the authority shall seek to~~  
 16 ~~achieve revenue neutrality over the long term. The authority shall~~  
 17 ~~seek to recuperate the cost of development and operations over~~  
 18 ~~the life of its properties through the mechanisms that maximize~~  
 19 ~~the number of Californians who can be housed without~~  
 20 ~~experiencing rent burden, such as rent cross-subsidization or cost~~  
 21 ~~rent.~~

22 ~~(b) (1) The authority shall develop regional target percentages~~  
 23 ~~for extremely low income, very low income, and low-income~~  
 24 ~~housing that seek to maximize low-income housing within the~~  
 25 ~~constraints of long-term revenue neutrality and maintaining~~  
 26 ~~sufficient operational, maintenance, and capital reserves. The~~  
 27 ~~methodology for low-income housing maximization in each~~  
 28 ~~development region shall be explained at a board meeting and shall~~  
 29 ~~be subject to public comment.~~

30 ~~(2) Priority consideration for the use of the authority's proceeds~~  
 31 ~~shall be given to the building and acquiring of social housing units,~~  
 32 ~~and subsidies for extremely low income, very low income, and~~  
 33 ~~low-income residents in affordable units.~~

34 ~~(c) The authority shall prioritize development of property with~~  
 35 ~~the following characteristics:~~

36 ~~(1) Vacant parcels.~~

37 ~~(2) Underutilized parcels or redevelopment of underutilized~~  
 38 ~~parcels without affordability covenants or rent-controlled units.~~

39 ~~(3) Surplus public properties.~~

40 ~~(4) Parcels near transit.~~



1 ~~(d) (1) If the development of a property requires the~~  
2 ~~rehabilitation or demolition of covenanted affordable units, the~~  
3 ~~new development shall include a greater number of affordable~~  
4 ~~units by income group than the previous property.~~  
5 ~~(2) Each multiunit property shall include a variety of~~  
6 ~~mixed-income units according to area median income levels.~~  
7 ~~(e) If the development of a property requires the removal of~~  
8 ~~residents from the property, the authority shall cover the temporary~~  
9 ~~relocation costs of these residents, including, but not limited to,~~  
10 ~~the following:~~  
11 ~~(1) Costs of searching for a new residence.~~  
12 ~~(2) Moving costs.~~  
13 ~~(3) Any differences between the resident's previous rent at the~~  
14 ~~property and their rent during the authority development period.~~  
15 ~~(f) Residents who are displaced during the authority's~~  
16 ~~development of the property shall have the right to live in the new~~  
17 ~~social housing property for their previous rent for the period of~~  
18 ~~one year, or the authority's established rent for the resident's~~  
19 ~~income level, whichever is lower.~~  
20 ~~(g) If a displaced resident chooses not to occupy the new social~~  
21 ~~housing development, the authority is not obligated to pay the~~  
22 ~~difference between new and old rents, as described in subdivision~~  
23 ~~(e), after the displaced resident could otherwise have begun~~  
24 ~~occupying the property.~~  
25 ~~64934. The authority shall make an annual determination of~~  
26 ~~the required amount of social housing units to be produced in the~~  
27 ~~following manner:~~  
28 ~~(a) Annual regional housing needs assessment targets shall be~~  
29 ~~calculated as the total RHNA cycle targets for each jurisdiction~~  
30 ~~divided by the length of the RHNA cycle. The authority shall~~  
31 ~~update its calculations each year based on housing construction~~  
32 ~~data submitted by jurisdictions to the Department of Housing and~~  
33 ~~Community Development.~~  
34 ~~(b) On or before January 1, 2027, and each year thereafter, the~~  
35 ~~authority shall determine the gap between the previous year's~~  
36 ~~regional housing needs assessment targets for very low income,~~  
37 ~~low-income, moderate-income, and above moderate-income~~  
38 ~~housing, as determined by the Department of Housing and~~  
39 ~~Community Development and local councils of government, and~~

1 actual housing construction, as determined by official local  
2 statistics.

3 (e) The authority shall split the very low income RHNA  
4 allocation into extremely low income and very low income  
5 allocations based on the latest available census or official survey  
6 data for the relevant jurisdiction.

7 (d) Within a given year, the authority is authorized at least to  
8 construct the required number of units to meet the gap between  
9 the previous year's extremely low income, very low income,  
10 low-income, moderate-income, and above moderate-income  
11 housing unit construction and regional housing needs assessment  
12 targets.

13 64935. (a) In creating social housing, the authority shall  
14 employ two different leasing models, the rental model and the  
15 ownership model, consistent with the requirements of this title.

16 (b) In the rental model, the authority shall extend a one-year  
17 lease for a social housing unit to eligible individuals who commit  
18 to a minimum of one year of residence, barring extraordinary  
19 circumstances.

20 (c) The rents or the rates on a leasehold mortgage in a  
21 multifamily property shall be set according to the following  
22 requirements:

23 (1) The authority shall strive to ensure that residents do not pay  
24 more than 30 percent of their income for housing.

25 (2) Any rental adjustments applied shall be applied in a manner  
26 that does not discourage the residents' pursuit of higher income.

27 (3) Subject to the directive of paragraph (2), if a resident's  
28 income changes, upon the next vacancy, the property manager  
29 shall rent to an appropriate income group to abide by revenue  
30 neutrality and meet other requirements.

31 (4) For cost rentals, the authority will determine a reasonable  
32 proceeds cap on rental units. Priority consideration for the use of  
33 the authority's proceeds shall be given to the building and acquiring  
34 of social housing units, and subsidies for extremely low income,  
35 very low income, and low-income residents in affordable units.

36 (d) In the ownership model, the authority shall extend a 99-year  
37 lease to individuals who commit to a minimum of five years of  
38 residence in the social housing unit. This lease shall be in the form  
39 of a limited equity arrangement.

1 ~~(e) Under the ownership model, upon the death of the owner of~~  
2 ~~the social housing unit, the unit may be transferred to the~~  
3 ~~deceased's heir by devise or as any other real property may pass.~~  
4 ~~If a transferee is not eligible to be a resident, the transferee shall~~  
5 ~~sell the unit to the authority.~~  
6 ~~(f) Under the ownership model, the following conditions shall~~  
7 ~~apply:~~  
8 ~~(1) The estate's land and common areas will be owned by the~~  
9 ~~authority.~~  
10 ~~(2) The authority may operate as a lender for residents.~~  
11 ~~(3) Buyers shall pay at least a 15-percent down payment.~~  
12 ~~(4) Housing units may only be sold after meeting the following~~  
13 ~~conditions:~~  
14 ~~(A) A minimum of five years of owner-occupancy.~~  
15 ~~(B) The authority shall have the right of first refusal to buy back~~  
16 ~~a property.~~  
17 ~~(C) If the authority does not exercise its right to purchase the~~  
18 ~~unit, the unit may be sold by the owner to an eligible buyer subject~~  
19 ~~to requirements established by the authority.~~  
20 ~~(5) Properties shall be sold at a price that allows the owner to~~  
21 ~~have a reasonable return on investment, which may include~~  
22 ~~documented capital improvements and adjustments for inflation.~~  
23 ~~(g) Residents may be evicted for either of the following reasons:~~  
24 ~~(1) Failure to meet social housing community standards, as~~  
25 ~~determined by the authority or governance council.~~  
26 ~~(2) Failure to pay rent for more than two months.~~  
27 ~~(h) Residents shall enjoy the following protections:~~  
28 ~~(1) Property managers shall provide a 24-hour notice before~~  
29 ~~entering the resident's unit.~~  
30 ~~(2) Termination for nonpayment of rent requires a 14-day notice~~  
31 ~~prior to eviction.~~  
32 ~~(3) Residents may recover abandoned properties within 60 days~~  
33 ~~of receiving an eviction notice.~~  
34 ~~64936. Applicants to be residents and continuing residents~~  
35 ~~shall meet the following eligibility requirements, as may be~~  
36 ~~applicable to them:~~  
37 ~~(a) Except in the case of above moderate-income units, social~~  
38 ~~housing units shall be the resident's sole residence.~~  
39 ~~(b) A potential resident shall prove that they have been living~~  
40 ~~or working in California at the time of their application. The~~

1 authority shall promulgate rules and criteria to determine the  
 2 necessary residency or work qualifications solely for eligibility  
 3 purposes, and these shall include sufficient qualifying criteria that  
 4 do not discriminate against applicants based on their belonging to  
 5 any protected class.

6 (e) Upon approval by the authority, or the applicable governance  
 7 council if authorized by the authority, residents whose units are  
 8 part of the ownership model may rent their units. The authority  
 9 shall prescribe the conditions pursuant to which a governance  
 10 council may regulate renting.

11 (d) Residents under the rental model shall commit to one year  
 12 of residence in the rental unit, after which a month-to-month  
 13 tenancy may take effect. Residents under the ownership model  
 14 shall commit to at least five years of primary residence in their  
 15 unit.

16 (e) Under certain circumstances, a resident shall be allowed to  
 17 interrupt residence requirements without penalty, including:

18 (1) Job relocation.

19 (2) Change in the household structure.

20 (3) Serious physical or mental illness.

21 (4) A mutually agreed-upon unit swap with another social  
 22 housing resident within the same property pursuant to authority  
 23 requirements.

24 (5) Other circumstances authorized by the authority or the  
 25 governance council, to the extent authorized by the authority.

26 (f) If a resident interrupting their tenancy or leasehold mortgage  
 27 does not satisfy the requirements for an exception, the resident  
 28 may be subject to one of the following penalties:

29 (1) Obligation to pay rent or make payments on a leasehold  
 30 mortgage until a new resident is located.

31 (2) In the case of a resident leasing under the ownership model,  
 32 forfeiture of proceeds from resale of the property.

33 (3) Ineligibility to reside in authority units for a period of five  
 34 years, or as determined by the authority.

35 (g) Except in cases that evidence a clear and manifest danger  
 36 to the development or its residents, as may be determined by the  
 37 authority, a prior criminal record shall not in any way preclude a  
 38 person from residing in social housing.

39 64937. (a) Subject to the requirements of subdivision (b), the  
 40 authority shall use a lottery to select social housing residents from

1 all-qualifying applicants. The lottery shall be structured by income  
2 categories and shall provide separate selection results for each  
3 category.

4 (b) If residents of a property who were displaced during the  
5 authority's development of the property as social housing have  
6 elected to lease a unit in the social housing, they shall be  
7 accommodated prior to offering units to others pursuant to  
8 subdivision (a).

9

10 Article 2. Production of Housing

11

12 64938. (a) The authority is authorized to contract with qualified  
13 entities, in accordance with the authority's plan to meet its goals,  
14 to conduct ground-up construction and rehabilitation of existing  
15 structures.

16 (b) The authority is authorized to dedicate building space to  
17 commercial use and may lease the space to qualifying entities,  
18 pursuant to requirements established by the authority.

19 (c) When appropriate, the state shall gift public lands to the  
20 authority for social housing development purposes.

21 (d) In the absence of suitable state-owned parcels, the authority  
22 is authorized to purchase municipal, county, other local jurisdiction,  
23 and private lands.

24 64939. (a) The authority shall accept a local jurisdiction's  
25 preference for a project parcel if all of the following conditions  
26 are met:

27 (1) The parcel allows the authority to meet the jurisdiction's  
28 regional housing needs assessments goals.

29 (2) The parcel does not exceed the cost of all suitable alternative  
30 sites by more than 2 percent.

31 (3) The parcel offers comparable community amenities to all  
32 suitable alternatives.

33 (b) The authority shall seek input from the local jurisdiction's  
34 city council, board of supervisors, or planning agency, as  
35 applicable, on the following dimensions of an authority  
36 development:

37 (1) Specific site of development.

38 (2) Number of stories.

39 (3) Number of units.

40 (4) Development timeline.

1 Article 3. Acquisition

2  
3 64941. The authority may acquire, reacquire, or contract to  
4 acquire or reacquire by grant or purchase real, personal, or mixed  
5 property or any interest therein and own, hold, clear, improve,  
6 rehabilitate, sell, assign, exchange, transfer, or otherwise dispose  
7 of or encumber the same.

8 64942. The authority shall prioritize acquiring or reacquiring  
9 property with the following characteristics:

10 (a) Parcels with affordability covenants or rent control units in  
11 danger of losing affordability status, in order to preserve affordable  
12 housing stock.

13 (b) Parcels at risk of becoming unaffordable or at the end of  
14 their affordability covenants.

15 (c) Underutilized parcels or redevelopment of underutilized  
16 parcels with affordability covenants or rent-controlled units.

17 (d) Surplus public properties.

18 (e) Parcels near transit.

19  
20 CHAPTER 4. FUNDING

21  
22 64943. The activities of the authority shall be conducted with  
23 a goal to cover its costs over the long term in accordance with the  
24 principle of revenue neutrality.

25 64944. The Social Housing Revolving Loan Fund is hereby  
26 established within the State Treasury to be used, upon appropriation  
27 by the Legislature, to provide zero-interest loans for the purpose  
28 of constructing housing to accommodate a mix of household  
29 incomes.

30 64945. (a) It is the intent of the Legislature to enact subsequent  
31 legislation to provide financing for the activities of the authority  
32 through the issuance of general obligation bonds.

33 (b) The authority may, from time to time, issue revenue bonds  
34 in the principal amount that the agency determines necessary to  
35 provide sufficient funds for financing social housing developments,  
36 the payment of interest on these bonds, the establishment of  
37 reserves to secure the bonds, and the payment of other expenditures  
38 of the agency incident to, and necessary or convenient to, issuance  
39 of the bonds.

1 ~~(e) The board shall provide for regular audits of the authority's~~  
2 ~~accounts and records and shall maintain accounting records and~~  
3 ~~shall report accounting transactions in accordance with generally~~  
4 ~~accepted accounting principles adopted by the Governmental~~  
5 ~~Accounting Standards Board of the Financial Accounting~~  
6 ~~Foundation for both public reporting purposes and for reporting~~  
7 ~~of activities to the Controller.~~

8 ~~64946. The authority may, upon appropriation by the~~  
9 ~~Legislature, utilize funds from other legislation, cities and counties,~~  
10 ~~or other sources, in order to build more low-, very low, and~~  
11 ~~extremely low income housing.~~

12 *SEC. 2. Title 6.91 (commencing with Section 64900) is added*  
13 *to the Government Code, to read:*

14

15 *TITLE 6.91. THE SOCIAL HOUSING ACT*

16

17 *PART 1. GENERAL PROVISIONS*

18

19 *CHAPTER 1. TITLE*

20

21 *64900. This title shall be known, and may be cited, as the Social*  
22 *Housing Act.*

23

24 *CHAPTER 2. DEFINITIONS*

25

26 *64901. Unless the context demands otherwise, the definitions*  
27 *provided by this chapter shall apply to this title.*

28 *64902. "Cost rent" means a system in which the rent of a*  
29 *dwelling is calculated on the cost of providing for and maintaining*  
30 *the dwelling, only allowing for limited or no proceeds.*

31 *64903. "Revenue neutrality" means a system in which all*  
32 *monetary expenditures that result from the development and*  
33 *operation of social housing owned are returned through rents,*  
34 *payments on leasehold mortgages, or other subsidies, to further*  
35 *the maintenance and development of more social housing units.*

36 *64904. "Social housing" means housing with the following*  
37 *characteristics:*

38 *(a) (1) The housing units or the land on which housing units*  
39 *are built is owned by a government entity.*

1 (2) For the purposes of this title, all social housing developed  
 2 or authorized by the public entity shall be owned by the public  
 3 entity.

4 (b) If a housing unit is in a social housing development, the  
 5 development contains housing units that accommodate a mix of  
 6 household income ranges that may include extremely low income,  
 7 very low income, low income, moderate income, and above  
 8 moderate income.

9 (c) Residents of housing units are afforded, at a minimum, all  
 10 protections granted to tenants with tenancies in private property  
 11 under Section 1946.2 of the Civil Code, including protection  
 12 against termination without just cause or for any discriminatory,  
 13 retaliatory, or other arbitrary reason, and shall be afforded due  
 14 process prior to being subject to eviction procedures, in addition  
 15 to other protections provided by this title.

16 (d) The housing units or the land on which housing units are  
 17 built that are owned by a government entity shall be protected for  
 18 the duration of their useful life from being sold or transferred to  
 19 a private entity to prevent the privatization of social housing.

20 (e) Residents of the housing units have the right to participate  
 21 directly and meaningfully in decisionmaking affecting the operation  
 22 and management of their housing units.

23

## 24 PART 2. SOCIAL HOUSING PROGRAM

25

### 26 CHAPTER 1. DEFINITIONS

27

28 64910. Unless the context demands otherwise, the definitions  
 29 provided by this chapter shall apply to this part.

30 64911. “Social Housing Program” or “program” means the  
 31 program under the Department of General Services that facilitates  
 32 the creation of social housing pursuant this part.

33 64912. “Cost rent” means a system in which the rent of a  
 34 dwelling is calculated on the cost of providing for and maintaining  
 35 the dwelling, only allowing for limited or no proceeds.

36 64913. “Revenue neutrality” means a system in which all  
 37 monetary expenditures that result from the development and  
 38 operation of social housing owned by program are returned to the  
 39 program through rents, payments on leasehold mortgages, or other



1 *subsidies, to further the maintenance and development of more*  
2 *social housing units.*

3 *64914. Notwithstanding Section 64904, “social housing” means*  
4 *housing with the following characteristics:*

5 *(a) (1) The housing units are on state property leased pursuant*  
6 *to Section 14671.2.*

7 *(2) For the purposes of this part, all social housing developed*  
8 *or authorized by the program shall be owned by the Department*  
9 *of General Services and managed by a private entity.*

10 *(b) The development contains housing units that accommodate*  
11 *a mix of household income ranges.*

12 *(c) Residents of housing units are afforded, at a minimum, all*  
13 *protections granted to tenants with tenancies in private property*  
14 *under Section 1946.2 of the Civil Code, including protection*  
15 *against termination without just cause or for any discriminatory,*  
16 *retaliatory, or other arbitrary reason, and shall be afforded due*  
17 *process prior to being subject to eviction procedures.*

18 *(d) The land on which the housing units are built shall be*  
19 *protected for the duration of their useful life from being sold or*  
20 *transferred to a private for-profit entity to prevent the privatization*  
21 *of social housing.*

22 *(e) Residents of the housing units have the right to participate*  
23 *directly and meaningfully in decisionmaking affecting the operation*  
24 *and management of their housing units.*

25

26 *CHAPTER 2. CREATION*

27

28 *64915. (a) The Social Housing Program is hereby created in*  
29 *the Department of General Services.*

30 *(b) The core mission of the program shall be to ensure that*  
31 *social housing developments are produced on leased state property*  
32 *pursuant to Section 14671.2, to help address the housing crisis.*

33 *(c) The program is authorized to identify and develop up to*  
34 *three social housing projects on land declared excess by a state*  
35 *department and deemed suitable for housing pursuant to Executive*  
36 *Order No. N-06-19, with the intent to use the results to inform*  
37 *public policy related to developing an independent public entity*  
38 *to manage and develop statewide social housing.*

## CHAPTER 3. PROGRAM DESIGN

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64916. (a) In all of its operations, the program shall comply with subdivisions (a) to (e), inclusive, of Section 14671.2.

(b) Priority consideration for the use of the program's proceeds shall be given to the creation, development, and subsidization of social housing units.

(c) The program will act as a land bank for state properties in which to develop social housing, by maintaining ownership of the land through ground leases.

64917. (a) The program shall solicit bids to develop social housing units, and prioritize bids that demonstrate long-term revenue neutrality or a cost rent model.

(b) In creating social housing, the program shall employ two different leasing models, the rental model and the ownership model.

(1) (A) In the rental model, the program shall extend a lease for a social housing unit to eligible individuals.

(B) The program shall strive to ensure that residents do not pay more than 30 percent of their income for housing.

(2) In the ownership model, the housing units may only be sold after meeting the following conditions:

(A) A minimum of five years of owner-occupancy.

(B) The program shall have the right of first refusal to buy back a property.

(C) If the program does not exercise its right to purchase the unit, the unit may be sold by the owner to an eligible buyer subject to requirements established by the program.

(D) Properties shall be sold at a price that allows the owner to have a reasonable return on investment, which may include documented capital improvements and adjustments for inflation.

(E) Upon the death of the owner of the social housing unit, the unit may be transferred to the deceased's heir by devise or as any other real property may pass. The heir shall be subject to the requirements of this paragraph.

64918. (a) (1) A city or county shall not deny a social housing development authorized under the program.

(2) The Department of General Services shall notify a city, or county if the development occurs in an unincorporated area, of a social housing development occurring within its jurisdiction.

1     **(b) (1)** *The Department of General Services shall send a city,*  
2 *or county if the development occurs in an unincorporated area,*  
3 *any conceptual plans for a social housing development occurring*  
4 *within its jurisdiction.*  
5     **(2) (A)** *Within 90 days of receiving the conceptual plans, the*  
6 *city or county may propose objective design review standards, as*  
7 *defined in paragraph (7) of subdivision (a) of Section 66300, for*  
8 *a social housing development authorized under this chapter, which*  
9 *the Department of General Services shall accept.*  
10    **(B)** *The proposed objective design review standards shall not*  
11 *differ from the city or county’s existing objective design review*  
12 *standards for comparable developments in effect one year before*  
13 *the date the Department of General Services notifies a city or*  
14 *county as required by this subdivision.*  
15    **(C)** *The Department of General Services may, but is not required*  
16 *to, accept design review standard proposals made by a city or*  
17 *county 90 days after a city or county receives the conceptual plans.*  
18    **(3)** *Notwithstanding paragraph (2), any design review standards*  
19 *proposed by a city or county on a social housing development shall*  
20 *not include floor area ratios, height limitations, or density*  
21 *requirements.*  
22    **(c) (1)** *The Department of General Services shall send*  
23 *completed plans to the city, or county if the development occurs*  
24 *in an unincorporated area, of a social housing development*  
25 *occurring within its jurisdiction.*  
26    **(2)** *If the city or county makes written findings based on*  
27 *substantial evidence in the record that the social housing*  
28 *development might have a specific, adverse impact on public health*  
29 *or safety, the city or county shall notify the Department of General*  
30 *Services of those impacts within 90 days of receiving the completed*  
31 *plans.*  
32    **(3)** *The city or county may propose modifications to the social*  
33 *housing development to mitigate those specific, adverse impacts,*  
34 *which the Department of General Services shall accept if received*  
35 *within the 90-day period described in paragraph (2). The*  
36 *Department of General Services may, but is not required to, accept*  
37 *modifications made 90 days after a city or county receives the*  
38 *completed plans.*  
39    **(4)** *For the purposes of this subdivision, “specific, adverse*  
40 *impact” means a significant, quantifiable, direct, and unavoidable*

**AB 309**

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- 1 *impact, based on objective, identified, and written public health*
- 2 *or safety standards, policies, or conditions as they existed on the*
- 3 *date the Department of General Services sent its completed plans.*

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**CITY of CLOVIS**  
— CLOVIS CITY COUNCIL —

August XX, 2023

The Honorable Shannon Grove  
Member, California State Senate  
1021 O Street, Room 7150  
Sacramento, California 95814

**RE: AB 309 (Lee) Social Housing Program**  
(as amended 7/13/2023)  
**Notice of Oppose Unless Amended**

Dear Senator Grove:

The City of Clovis writes to express our opposition to AB 309 (Lee), unless it is amended to address our concerns. AB 309 would create the Social Housing Program within the Department of General Services (DGS) to facilitate the construction of government-owned housing on leased state property or excess state-owned property. Cities would have no ability to regulate zoning or development standards, including floor area ratios, height limitations, or density requirements.

The City of Clovis strongly supports the intent of AB 309, which is to produce more housing as housing affordability and homelessness are among the most critical issues facing California cities. Affordably priced homes are out of reach for many people and housing is not being built fast enough to meet the current or projected needs of people living in the state. Cities lay the essential groundwork for housing production by planning and zoning new projects in their communities based on extensive public input and engagement, as well as state housing laws. Importantly, cities are currently updating housing plans to identify sites for more than 2.5 million additional housing units.

AB 309 would disregard this state-mandated planning process and specifically empower DGS to make land use and zoning decisions on state excess property. If DGS can approve housing, why should cities go through the multiyear planning process to identify sites suitable for new housing units if the state can ignore those plans and build housing on sites never considered for new housing?

While AB 309 currently limits DGS authority to three housing projects on declared excess state property suitable for housing, the measure broadly establishes the Social Housing Program within DGS and could be easily expanded to include all state-owned lands.

Bypassing California's longstanding housing planning laws and local rules is not a way out of the housing crisis. That's why Cal Cities continues to call on the Governor and lawmakers to annually invest \$3 billion to help cities prevent and reduce homelessness and spur affordable housing development. Targeted, ongoing funding is the only way cities can find community-based solutions that produce housing at all income levels.

For these reasons, City of Clovis respectfully opposes AB 309 unless it is amended to address our concerns.

Sincerely,

Lynne Ashbeck  
Mayor, City of Clovis

cc: Raj Rakkar, Cal Cities Regional Public Affairs Manager (via email: [rrakkar@calcities.org](mailto:rrakkar@calcities.org))  
League of California Cities (Via email: [cityletters@calcities.org](mailto:cityletters@calcities.org))



**CITY of CLOVIS**  
 — CLOVIS CITY COUNCIL —

August XX, 2023

The Honorable Jim Patterson  
 Member, California State Assembly  
 P.O. Box 942849  
 Sacramento, CA 94249-0008

**RE: SB 423 (Wiener) By-right housing approvals: multifamily housing developments:  
 SB 35 (Chapter 366, Statutes of 2017) expansion.  
Notice of Opposition**

Dear Assembly Member Patterson:

The City of Clovis writes to express our opposition to SB 423, which would greatly expand SB 35 (Chapter 366, Statutes of 2017), extend the Jan. 1, 2026, sunset date to Jan. 1, 2036, and allow the Department of General Services (DGS) to control housing developments on state-owned or -leased property, regardless of the locally required zoning or development standards.

City of Clovis intimately understands the affordable housing and homelessness crisis as it plays out in our community every day. Local leaders are working to find creative solutions so homes of all income levels can be built. They're taking on these difficult and complex tasks, and in many cases successfully planning for more than 2.5 million new homes statewide, all while navigating the state's annual barrage of overreaching housing bills that have thus far demonstrated limited success.

SB 423 is the latest overreaching bill. This measure would double-down on the recent trend of the state overriding its own mandated local housing plans by forcing cities to approve certain housing projects without regard to the needs of the community, opportunities for environmental review, or public input. While it may be frustrating for some developers to address neighborhood concerns about traffic, parking, and other development impacts, those directly affected by such projects have a right to be heard. Public engagement also often leads to better projects. Not having such outlets will increase public distrust in government and result in additional ballot measures limiting housing development.

Instead of continuing to pursue top-down, one-size-fits-all legislation, lawmakers should partner with local officials. That's why the League of California Cities continues to call on the Governor and lawmakers to annually invest \$3 billion to help cities prevent and reduce homelessness and spur housing development. Targeted, ongoing funding is the only way cities can find community-based solutions that get our residents off the streets and keep them in their homes. California will never produce the number of homes needed with an increasingly state driven, by-right housing approval process. What is really needed is a sustainable state investment that matches the scale of this long-term crisis.

For these reasons, City of Clovis respectfully opposes SB 423.

Sincerely,

Lynne Ashbeck  
Mayor, City of Clovis

cc: Raj Rakkar, Cal Cities Regional Public Affairs Manager (via email:  
[rrakkar@calcities.org](mailto:rrakkar@calcities.org))  
League of California Cities (Via email: [cityletters@calcities.org](mailto:cityletters@calcities.org))





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council  
 FROM: Administration  
 DATE: August 7, 2023  
 SUBJECT: Consider Approval – Change of Council Meeting Schedule.

**Staff:** John Holt, City Manager

**Recommendation:** Approve

ATTACHMENTS: None.

### CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) since January 1, 2023 (Government Code 84308).

### RECOMMENDATION

For the City Council to approve the cancellation of the regular Council meeting scheduled for Monday, August 14, 2023.

### EXECUTIVE SUMMARY

There is a need to change the schedule of meeting for the City Council in August. Staff is recommending that City Council cancel the meeting of August 14, 2023.

### BACKGROUND

Staff is able to consolidate the agenda items to the first and third meetings in August. Staff is recommending that City Council consider canceling the meeting of August 14, 2023. Given adequate notice, staff will be able to amend the timing of actions coming forward so that operations will not be affected by the cancellations.

### FISCAL IMPACT

None.

### REASON FOR RECOMMENDATION

Pursuant to the Clovis Municipal Code, the City Council meets in regular session on the first, second, and third Monday of each month, except when those Mondays occur on a recognized

City holiday. The City Council needs to confirm any change to the schedule of meetings in order to properly notice the public of the City Council's schedule of meetings.

**ACTIONS FOLLOWING APPROVAL**

A revised schedule of meetings will be published in conformance with law.

Prepared by: Rebecca Simonian, Executive Assistant

Reviewed by: City Manager 