



CITY of CLOVIS

AGENDA • CITY COUNCIL MEETING

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

May 2, 2022

6:00 PM

Council Chamber

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

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

Written Comments

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

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



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

Verbal Comments

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

CALL TO ORDER

FLAG SALUTE - Councilmember Ashbeck

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

1. Presentation of Proclamation Recognizing Wilma Tom Hashimoto as Mother of the Year.
2. Presentation of Plaques to outgoing Personnel Commissioners Kari Mercer and Darren Rose for their years of service.
3. Presentation of Proclamation Declaring May 1st - May 7th, 2022, as Teacher Appreciation Week.
4. Presentation of Proclamation Declaring May as Mental Health Matters Month.

PUBLIC COMMENTS - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 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.

- [5.](#) Administration - Approval - Minutes from the April 18, 2022, Council Meeting.
- [6.](#) Administration - Adopt - Ord. 22-03, A request to adopt a Military Equipment Use Policy Pursuant to Assembly Bill 481. Approval of Policy 706 and the adopted ordinance will allow the Clovis Police Department to continue to use its existing military equipment in accordance with the new law requirements. (Vote: 5-0)
- [7.](#) Administration - Receive and File – Business Organization of Old Town (BOOT) Third Quarter Report, January through March 2022.
- [8.](#) Administration - Receive and File – Economic Development Corporation Serving Fresno County Quarterly Report, January - March 2022.
- [9.](#) Finance – Receive and File – Investment Report for the Month of January 2022.
- [10.](#) Finance – Receive and File – Treasurer's Report for the Month of January 2022.
- [11.](#) Planning and Development Services - Approval - Bid Award for CIP 20-10 Barstow Avenue Street Improvements; and Authorize the City Manager to execute the contract on behalf of the City.
- [12.](#) Police - Approval - Res. 22-____, Amending the Police Department budget for FY 2021-2022 to reflect the California Department of Justice Tobacco grant award of \$97,640.
- [13.](#) Police - Approval – Res. 22____, Amending the 2021-2022 Police Department Budget to reflect the award of the Edward Byrne Memorial Justice Assistance Grants (JAG) Program in the amount of \$17,709.

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

- [14.](#) Receive and File – Update on 325 Pollasky Avenue (Clovis Chamber of Commerce Building).

Staff: Andrew Haussler, Assistant City Manager

Recommendation: Receive and File

- [15.](#) Consider Approval – Res. 22-____, A Request to adopt a resolution approving the initiation of an application to amend the General Plan and Loma Vista Specific Plan with regard to street alignments, land use patterns, and master plan boundaries for the area designated as the Eastern Village within the Loma Vista Specific Plan.

Staff: Dave Merchen, City Planner

Recommendation: Approve

16. Consider Approval – Res. 22-____, A Request authorizing the City Manager to execute a consultant agreement between the City of Clovis and De Novo Planning Group (De Novo) for services related to preparation of the 2014 Clovis General Plan Review and Guidance Document.

Staff: Ricky Caperton, Deputy City Planner
Recommendation: Approve

CITY MANAGER COMMENTS

COUNCIL COMMENTS

CLOSED SESSION - A “closed door” (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

17. Government Code Section 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant Exposure to Litigation
Two potential cases
18. Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: 2791 Serena Ave.
Agency Negotiators: John Holt, Mike Harrison, Andrew Haussler
Negotiating Parties: Legacy Building Company, by Wathen
Under Negotiation: Price & Terms

ADJOURNMENT

MEETINGS AND KEY ISSUES

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

- May 9, 2022 (Mon.)
May 16, 2022 (Mon.) Budget Introduction
June 6, 2022 (Mon.)
June 13, 2022 (Mon.) Budget Adoption
June 20, 2022 (Mon.)

CITY of CLOVIS
PROCLAMATION

**Recognizing Wilma Tom Hashimoto as
Mother of the Year**

WHEREAS, Wilma is a mother of one but is a mother to many in the Clovis community. She has been often called “Mama Hashimoto” or “Wilmama” due to her generosity, patience and encouragement with others; and

WHEREAS, Wilma has spent 25 years in education serving as a classroom teacher, district administrator for the Clovis Unified School District (CUSD), director of Early Care and Education for Fresno County Superintendent of Schools, assistant superintendent for Fresno Unified School District and a research associate for the AIMS Center of Math and Science Foundation; and

WHEREAS, For 12 years of her 25 years in education, she has been the driving force in growing the number of preschool programs in the CUSD; and

WHEREAS, She has worked with the David and Lucile Packard Foundation, a private foundation that provides grants to non-profits, and school districts across the state to develop and implement pre-school programs; and

WHEREAS, Wilma is also known for her presence with high school students. She is often known for helping students navigate the college application process; and

WHEREAS, She now is the Executive Director of CASA of Fresno and Madera Counties where she is dedicated to advocating for the best interests of abused and neglected children in the foster care system; and

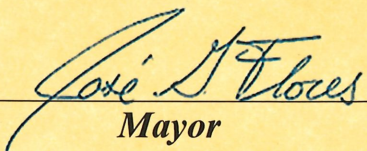
WHEREAS, Wilma has taken in families and individuals in distress, women and their children who did not feel safe in their homes and needed a place to stay. She has helped those in distress to reflect and be reassured. Often she is providing those who drop in with a fridge full of food and help with purchasing clothing or other necessities; and

WHEREAS, Wilma Hashimoto, along with her fellow nominees, will be honored at the 78th annual Fresno County Mother of the Year luncheon on Friday, May 6. Community members are invited to join in the honoring of all mothers at the luncheon.

NOW, THEREFORE, BE IT PROCLAIMED, that the Clovis City Council, does hereby declare this Mother’s Day, May 8, 2022, as

Wilma Tom Hashimoto Day

IN WITNESS THEREFORE, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed the 2nd day of May, 2022.



Mayor

CITY of CLOVIS
PROCLAMATION

**Declaring May 1st – 7th, 2022, as
Teacher Appreciation Week**

WHEREAS, As a Nation, we must provide every girl and boy in America with an opportunity for a world-class education, and this cannot happen without great teachers; and

WHEREAS, During National Teacher Appreciation Week, we honor America's outstanding teachers, especially the teachers in our very own Clovis Unified School District, and the vital role they play in the lives of our children and the success of our community and country; and

WHEREAS, Our best teachers are role models who show our kids how to work hard and pursue a brighter tomorrow, and help them realize the best versions of themselves; and

WHEREAS, Great teachers make a lasting impact on their students' lives. When a young person learns from an exceptional teacher, they are more likely to graduate, attend college, and succeed later in life. Teachers lift up the next generation and enrich our Nation, and they deserve our gratitude and thanks; and

WHEREAS, Teaching is an all-encompassing commitment, and teachers make enormous sacrifices to support their students. During the COVID-19 pandemic, Clovis Unified teachers created a healthy learning environment, finding new ways to make learning - whether online or in-person - interesting, keeping students' success as their top goal; and

WHEREAS, Clovis Unified teachers are continuing the legacy of the District's Founding Superintendent Dr. Floyd B. "Doc" Buchanan who believed that teachers are role models and that "if you really want to develop winners you've got to surround children with winners"; and

WHEREAS, I call upon students, parents, and all Americans to recognize the hard work and dedication of our teachers and to observe this week by supporting teachers through appropriate activities, events, and programs.

NOW, THEREFORE, BE IT PROCLAIMED, that the Clovis City Council, does hereby declare May 1st through 7th as

Teacher Appreciation Week

IN WITNESS THEREFORE, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed the 2nd day of May, 2022.



Mayor

CITY *of* CLOVIS
PROCLAMATION

**Declaring May as
 Mental Health Matters Month**

WHEREAS, Mental health challenges are one of the most common health conditions in California, affecting one out of six adults, and impacting both the person experiencing mental health challenges, and those persons who care and love the person facing the challenge; and

WHEREAS, One out of every twenty-four Californians with a serious mental illness have difficulty functioning in everyday life and if left untreated, have life expectancies 25 years shorter than the general population; and

WHEREAS, Every day, millions of people face stigma related to mental health and may feel isolated and alone, going years before receiving any help; and

WHEREAS, More Californians have expressed experiencing challenges to their mental health during the pandemic and are increasingly asking for support, and

WHEREAS, Recovery can and does happen, and all Fresno County residents should know that support and help is available regardless of any individual's situation; and

WHEREAS, Creating a community where everyone feels comfortable reaching out for the support they deserve is crucial to ending the stigma around mental health.

NOW, THEREFORE, BE IT PROCLAIMED, that the Clovis City Council, does hereby declare the month of May as

Mental Health Matters Month

IN WITNESS THEREFORE, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed the 2nd day of May, 2022.



Jose S Flores

 Mayor

CLOVIS CITY COUNCIL MEETING

April 18, 2022

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Flores at 6:05
Flag Salute led by Councilmember Whalen

Roll Call: Present: Councilmembers Ashbeck, Bessinger, Mouanoutoua, Whalen
Mayor Flores

PRESENTATION – 6:05

6:06 – ITEM 1 - PRESENTATION OF PROCLAMATION DECLARING APRIL 24, 2022 AS ARMENIAN GENOCIDE REMEMBRANCE DAY.

Leaders from the Holy Trinity Armenian Church and the First Presbyterian Armenian Church commented on the special meaning of this proclamation for the local Armenian community in both Clovis and Fresno.

COUNCIL ITEMS – 6:15

6:16 – ITEM 8 - APPROVED – APPOINTMENTS TO PERSONNEL COMMISSION AND PLANNING COMMISSION.

Motion for approval by Councilmember Ashbeck, seconded by Councilmember Whalen.
Motion carried by unanimous vote.

PUBLIC COMMENTS – 6:21

None.

CONSENT CALENDAR – 6:23

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, that the items on the Consent Calendar be approved. Motion carried by unanimous vote.

2. Administration - Approved - Minutes from the April 11, 2022, Council Meeting.
3. Finance - Approved - **Res. 22-33**, A Resolution of Intention (ROI) to Annex Territory (Annexation #73) (T6208 – Northwest Corner Dakota/Highland, T6203 – Northwest Corner Dakota/Thompson, T6161 – Southeast Corner Ashlan/Thompson, & T6340 Southeast Corner Ashlan/Thompson), to the Community Facilities District (CFD) 2004-1 and to Authorize the Levy of Special Taxes Therein and Setting the Public Hearing for June 6, 2022.
4. General Services – Approved – **Res. 22-34**, Amending the City’s FY 21-22 Position Allocation Plan by adding one (1) Engineering Inspector position within the Planning and Development Services Department.

PUBLIC HEARINGS – 6:24

6:24 – ITEM 5 - APPROVED INTRODUCTION - **ORD. 22-03**, A REQUEST TO ADOPT A MILITARY EQUIPMENT USE POLICY PURSUANT TO ASSEMBLY BILL 481. APPROVAL OF POLICY 706 AND THE ADOPTED ORDINANCE WILL ALLOW THE CLOVIS POLICE DEPARTMENT TO CONTINUE TO USE ITS EXISTING MILITARY EQUIPMENT IN ACCORDANCE WITH THE NEW LAW REQUIREMENTS.

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

ADMINISTRATIVE ITEMS – 6:54

6:54 – ITEM 6 - ADOPTED - ORD. 22-02, AMENDING CLOVIS MUNICIPAL CODE SECTION 2.1.32 ESTABLISHING SALARIES OF CITY COUNCILMEMBERS AND INCREASING THE PRESENT SALARY TO BECOME EFFECTIVE AFTER THE NOVEMBER 2022 MUNICIPAL ELECTION. (VOTE: 3-1-1, WITH COUNCILMEMBER MOUANOUTOUA VOTING NO AND COUNCILMEMBER WHALEN ABSENT.)

Motion for approval by Councilmember Ashbeck, seconded by Councilmember Whalen. Motion carried 4-1, with Councilmember Mouanoutoua voting no.

6:57 – ITEM 7 - RECEIVED AND FILED – 2021 FIRE DEPARTMENT ANNUAL REPORT AND COUNCIL PRESENTATION.

CITY MANAGER COMMENTS – 8:04

COUNCIL COMMENTS – 8:09

Mayor Flores adjourned the meeting of the Council to May 2, 2022

Meeting adjourned: 8:15 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: May 2, 2022

SUBJECT: Administration - Adopt - Ord. 22-03, A request to adopt a Military Equipment Use Policy Pursuant to Assembly Bill 481. Approval of Policy 706 and the adopted ordinance will allow the Clovis Police Department to continue to use its existing military equipment in accordance with the new law requirements. (Vote: 5-0)

ATTACHMENTS: None

This item was approved for introduction on April 18, 2022, with a unanimous vote.

Please direct questions to the City Manager's office at 559-324-2060.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: May 2, 2022

SUBJECT: Administration - Receive and File – Business Organization of Old Town (BOOT) Third Quarter Report, January through March 2022.

ATTACHMENTS: 1. Business Organization of Old Town (BOOT) Third Quarter Report, January through March 2022

CONFLICT OF INTEREST

None.

RECOMMENDATION

That the City Council receive and file the (BOOT) Third Quarter Report, January through March 2022.

EXECUTIVE SUMMARY

According to the 2021–2022 agreement between the City of Clovis and the Business Organization of Old Town, B.O.O.T. is to submit quarterly reports to the City Manager and City Council. The amount to be funded is \$15,000.

BACKGROUND

According to the 2021-2022 agreement between the City of Clovis and the Business Organization of Old Town, B.O.O.T. is to submit quarterly reports to the City Manager and City Council detailing progress of B.O.O.T.'s promotional and marketing activity. Attached, as Attachment 1 is the Third Quarter Report covering January through March 2022 activities. The amount to be funded is \$15,000.

FISCAL IMPACT

The amount to be funded is \$15,000, which is called out in the 2021-2022 Budget.

REASON FOR RECOMMENDATION

The attached report meets the requirement established in the 2021-2022 agreement between the City of Clovis and the Business Organization of Old Town.

ACTIONS FOLLOWING APPROVAL

Staff will process payment to B.O.O.T.

Prepared by: Shawn Miller, Business Development Manager

Reviewed by: City Manager AA

Boot Quarterly Report: Quarter 3 January 1 – March 31, 2022

In accordance with the Agreement between City of Clovis/Community & Economic Development Department and the Business Organization of Old Town Clovis for the fiscal year 2021-2022, the following items have been accomplished to date.

Goal #1:

Maintain a viable organization with membership reflective of the diversity of Old Town Clovis.

Objective:

- To maintain current level of membership and seek new members each year.
- To unite the merchants of Old Town as a group of businesses working together for the betterment of the whole downtown district.

Strategy:

- Provide information on the website about B.O.O.T., B.O.O.T. membership, benefits of membership and application forms year-round.
- Personal visits to businesses in the PBIA to recruit and retain memberships.
- Contact with businesses outside the PBIA to recruit and retain Associate Memberships, AKA "Friends of B.O.O.T."
- Allow members to pay dues monthly, quarterly, or semi-annually based on their finances.
- Create a benefits package to attract both regular and associate members.
- Design benefits that will be exclusive to B.O.O.T. membership.
- Provide information to merchants of Old Town regarding activities conducted in and around Old Town through the BOOT social media accounts & email blasts.
- Communicate information to merchants on activities at the monthly B.O.O.T. membership meetings and through E-Blasts. Post events for all organizations in Clovis on B.O.O.T. Website and ensure that if someone searches for an event, B.O.O.T.'s website is in the top results.
- Plan and post meeting notices via email for monthly B.O.O.T. membership meetings.
- Advertise frequently to promote Old Town Clovis on behalf of all merchants.
- Enhance existing programs to draw more people to Old Town Clovis.

Results:

- A membership and organization characteristic of Old Town Clovis.
- Created a member only page on Facebook to keep the merchants involved and active in our events
- Members are sought throughout the year and new businesses are invited to join.
- Members meet at American Legion on the 4th Wednesday of each month. We continue to offer zoom during as an alternative to attending in person. As of 3/31/2022 we have 130+ members. Retained 95% of our membership from 2021.

- Board of Directors meet monthly at Noon, on the 3rd Wednesday of each month to discuss issues pertinent to the organization, i.e. past and future events, review finances and other pertinent information to the organization.
- Board members represent our diverse merchant groups: office professional, property owners, restaurants, bars, antique, gift, and specialty stores. The 2021 Board of Directors is as follows: Cora Shipley, President (through 2022)
 - Karen Chisum, Vice President (through 2022)
 - Bradley Warner, Secretary (through 2023)
 - Dave Shivers, Director at Large (through 2022)
 - Julie Glenn, Director at Large (through 2023)
 - Mark Smith, Director at Large (through 2023)
 - Ronnie Silva, Director a Large (through 2022)
 - The Marketing/Events Committee continue to improve existing events, create new events and activities specifically designed to bring customers directly into the businesses.

Goal #2

Maintain Old Town Clovis' promotional activities

Objective:

- Successfully manage, promote, and operate events in Old Town Clovis, as well as create new events on an ongoing basis that attract visitors to Old Town Clovis.
- To provide a quality events giving people a reason to visit the downtown district.
- To develop marketing strategies to keep Old Town competitive with malls and other shopping areas.
- To attract customers and visitors, both old and new to the downtown district.
- To present Old Town Clovis as an attractive, appealing, friendly and inviting business community.

Strategy:

- Develop, operate, promote, maintain, and pay for events that bring people to Old Town Clovis.
- Establish and maintain events that highlight Old Town Clovis locally, nationally, and internationally.
- Meet all requirements set by City, State and other agencies for activities, events, and attractions.
- Develop new events and activities to help bring visitors to Old Town Clovis while maintaining a safe and inviting atmosphere.
- Create and pay for multi-media advertising campaigns for general advertising such as generic "Shop Local in Old Town Clovis."
- Continue to evolve events so they continue to attract new people.

Results

- We were busy in January and February with our membership drive and prepping for the 2022 events. March was our kickoff to our event season with The Craft Beer Crawl which was held on March 13th. We had a number breaking attendance and merchant participation. We had a total of 21 merchants and 22 breweries. We sold out of tickets capping at 750. We also had our Vintage Market & Antique Show on March 27th. We narrowed down the categories to make it a true antique show. We had 101 vendors which was a smaller show than usual. But the response from the attendance was record breaking. We estimated between 6-7000 people who attended the event. We decided to go back to pre-covid days and have the Glorious Junk Days in May and we added another show in September. We are continuing to hold our weekly Saturday morning Farmer's Market with success and growth.
- This quarters events included the Year-Round Saturday Morning Farmers Market, Vintage Market & Antique Show, and the Craft Beer Crawl

Goal #3

Maintain marketing strategies, including safety and appearance and advertising techniques to position the image of Clovis through Old Town Clovis' unique character.

Objective:

- Create a broad awareness of Old Town Clovis.
- Establish Old Town Clovis as an immediate, intermediate and end destination.
- Retain the established customer base.
- Reach out to Central California so that more people become aware of what Clovis offers.
- Work with City Officials to maintain a safe, crime free area where people feel safe and like bringing their families to Old Town Clovis.

Strategy:

- Secure multi-media advertising campaigns to promote Old Town Clovis along with event generated promotions
- Submit calendar of events to community and online calendars
- Use Website, Instagram, Pinterest, Facebook to promote Old Town Clovis in general, as well as merchant businesses and specific events.
- Contribute to the cost of the Clovis Appliance/General Electric ABC/30 Skycam at 5th and Pollasky when B.O.O.T. has sufficient funds (co-op advertising).
- Advertise antique events in focused publications that are regional and national in scope for our annual antique events.
- Ongoing outreach to businesses to locate to Old Town Clovis.
- Work with City of Clovis Police Department to create a safe atmosphere in Old Town Clovis.
- Work with City of Clovis staff to create a clean, well-maintained streetscape in Old Town Clovis.

Results:

- We continued to work on traditional TV opportunities with "stories" that were carried by local TV and Radio Social Media and Print.

- Our new executive director came from a TV and radio background and has used her resources to beef up the PR with our events in Old Town Clovis.
- Facilitated wide exposure for Old Town Clovis, it's events, character, and appeal
- Assured Old Town Clovis has a strong presence in local TV, especially during the news hours.
- The Clovis Appliance/General Electric Skycam with ABC/30 Action News reaches approximately 684,700 people every week and approximately 400,000 monthly unique visitors online at abc30.com. Old Town Clovis is mentioned a minimum of 3 to 4 times per day on the news program during weather reports and if we have anything special going on in Old Town, i.e. Farmers Market, the camera will show the activity. B.O.O.T. contributes co-op advertising dollars when available.
- Stimulated customer and visitor traffic in Old Town Clovis, as evidence by increased number of customers in town for all our events.
- Promoted individual B.O.O.T. Member businesses, created event pages on Facebook & Instagram for upcoming events in Old Town, thereby giving excellent exposure.
- Communicate information to sources essential for tourism opportunities, capturing disposable money from customers who have an option to spend it elsewhere.
- Completed a complete web-site overhaul in March 2021 with new members page, event information, and Old Town Clovis resources.

Goal #4:

Provide information on activities to the Tourism Advisory Committee

Strategy:

- Participate as an active member of the Tourism Advisory Committee -
- Supply the Clovis Visitors Center with Information regarding events, activities and leads for tour groups.
- Provide event information for visitclovis.com
- Actively promote Old Town Clovis and Member Businesses on Facebook, Instagram, Pinterest and B.O.O.T.'s website.

Results:

- Ensured Old Town Clovis is recognized as a tourism destination.
- Businesses in Old Town showcased Old Town as a friendly and inviting throughout the spring and summer months.
- B.O.O.T. works directly with the Visitors Center to be sure they have current event information, including Event Cards with all street events listed

Goal #5:

Obtain and maintain Workers Compensation, State Disability and Directors and Officers Policy as well as any other insurance coverage as required by law.

Objective:

- Qualify for Workers Compensation, State Disability coverage, General Liability, and all required Insurances.

Strategy:

- To meet all requirements of renewal; indemnify, hold harmless and defend the City of Clovis, Community and Economic Development Department, its officers, agents or employees.
- Submit for renewal Directors and Officers Insurance Policy through Philadelphia Insurance.
- Complete and submit for renewal the State Fund Compensation Insurance Fund policy information update to Valley Regional Insurance Services, Agent Ron Petersen.
- Submit for approval General Liability Insurance through Charity First an "A" rated insurance company through Agent Ron Petersen, Valley Regional Insurance Services.

Results:

- Obtained General Liability Policy coverage period April 21, 2021 to April 21, 2022.
- State Fund Compensation Policy renewed for period April 1, 2022 to March 31, 2023.
- Directors and Officers Policy will renew for period August 4, 2021 to August 4, 2022.
- Certificates of Insurance with Endorsements provided to the City of Clovis.

Goal #6:

Annual Compliance Audit

Objective

- To successfully complete a compliance audit conducted by an independent auditor - We will be providing a quarterly P&L statement and an annual complete P&L report prepared by Krikorian & Company, 1715 N. Fine Avenue, Fresno, CA 93727.

Strategy:

- Efficiently maintain and preserve all records needed to demonstrate full compliance.

Results:

Financial Status:

- See Q4 Balance Sheet Attached as prepared by CPA Firm Krikorian & Co.

Summary:

Old Town Clovis plays a significant role in creating a favorable image for the City of Clovis. Growth within Old Town Clovis is one of the more important priorities to ensure the future and well-being of Clovis' Redevelopment Project Area. In order to continue the economic vitality of the central trading district, considerable time and effort has been invested in an effort to encourage new businesses to locate and expand in Old Town Clovis. Old Town Clovis has seen many new businesses come into the area in the past few years and many more that are looking for space.

Updates to the PBIA:

- Qualify for Workers Compensation, State Disability coverage, General Liability, and all required Insurances.

Strategy:

- To meet all requirements of renewal; indemnify, hold harmless and defend the City of Clovis, Community and Economic Development Department, its officers, agents or employees.
- Submit for renewal Directors and Officers Insurance Policy through Philadelphia Insurance.
- Complete and submit for renewal the State Fund Compensation Insurance Fund policy information update to Valley Regional Insurance Services, Agent Ron Petersen.
- Submit for approval General Liability Insurance through Charity First an "A" rated insurance company through Agent Ron Petersen, Valley Regional Insurance Services.

Results:

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- State Fund Compensation Policy renewed for period April 1, 2022 to March 31, 2023.
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Goal #6:

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- To successfully complete a compliance audit conducted by an independent auditor - We will be providing a quarterly P&L statement and an annual complete P&L report prepared by Krikorian & Company, 1715 N. Fine Avenue, Fresno, CA 93727.

Strategy:

- Efficiently maintain and preserve all records needed to demonstrate full compliance.

Results:

Financial Status:

- See Q4 Balance Sheet Attached as prepared by CPA Firm Krikorian & Co.

Summary:

Old Town Clovis plays a significant role in creating a favorable image for the City of Clovis. Growth within Old Town Clovis is one of the more important priorities to ensure the future and well-being of Clovis' Redevelopment Project Area. In order to continue the economic vitality of the central trading district, considerable time and effort has been invested in an effort to encourage new businesses to locate and expand in Old Town Clovis. Old Town Clovis has seen many new businesses come into the area in the past few years and many more that are looking for space.

Updates to the PBIA:

- The Business Organization of Old Town represents many business and property owners and operators, within the central business district, who will be affected directly or indirectly by future business promotion efforts and seeks to strengthen the promotion of Old Town Clovis thereby assuring its continued influence on economic growth in both Old Town Clovis and the City as a whole.
- Garbage and recycling needs must be addressed as more people in Old Town equals more garbage and recycling. Inadequate garbage/recycling cans are having an impact on Old Town.
- There are always changes taking place in Old Town Clovis. The following details most of these changes:
 - **New Businesses within Old Town Clovis:**
 - Five Creative who is leasing the former Holecek Chiropractic office.
 - Madeleines Bridal expanded into the former 3 Oaks location.
 - **Business Closures within the PBIA**
 - All businesses are open with full capacity
- **Properties that remain vacant:**
 - 311 Pollasky Avenue – La Posada remains vacant.
 - 339 Pollasky Avenue, the former Quilters Paradise is sitting still – no activity.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: May 2, 2022

SUBJECT: Administration - Receive and File – Economic Development Corporation Serving Fresno County Quarterly Report, January - March 2022.

ATTACHMENTS: 1. EDC Third Quarter Report, January - March 2022

CONFLICT OF INTEREST

None.

RECOMMENDATION

That the City of Clovis receive and file the Third Quarter Report, January - March 2022 from the Economic Development Corporation Serving Fresno County.

EXECUTIVE SUMMARY

The Economic Development Corporation serving Fresno County (EDC) has submitted their Third Quarter Report of activities for the City Council to receive and file, as required per the 2021-2022 Agreement with the City.

BACKGROUND

In the summer of 2021, the City of Clovis and the EDC entered into a contract for the 2021-2022 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 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 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:

Q3 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:

	Q3 2021-2022
Businesses Contacted	26
Business Referrals	24

Type	Goal	Q3	FY21-22	Completion
Retention and Recovery Resource Event	2	0	1	50%
Economic Profile	1	0	0	0%
Incentive Brochure	1	0	0	0%
New Business Leads	40	8	35	87.5%
Targeted Healthcare Engagements	20	0	0	0%
Top 50 Business List	1	0	0	0%

FISCAL IMPACT

The City will forward the third quarter installment payment to EDC. The funds were budgeted in the 2021-2022 fiscal year budget.

REASON FOR RECOMMENDATION

The attached report meets the requirement established in the 2021-2022 Agreement between the EDC and the City of Clovis.

ACTIONS FOLLOWING APPROVAL

Staff will file the report.

Prepared by: Andy Haussler, Assistant City Manager

Reviewed by: City Manager AH



City of Clovis

Quarterly Activity Report

Quarter 3
Fiscal Year 2021-2022
January 1, 2022 – March 31, 2022

Lee Ann Eager	President/CEO
Sherry Neil	Chief Operating Officer
Paul Thorn	Controller
Andrea Reyes	VP of Business Development
Will Oliver	VP of Business Services
Julian Ramos	Client Services Manager
Gina Chicconi	Business Attraction Specialist
Jackie Cuevas	Economic Development Specialist
Charlene Holguin	Economic Development Specialist
Marcella Lara	Business Retention Specialist
Tiffany Louk	Business Attraction Specialist
Renée Nuanes	Economic Support Specialist/Office Manager
Merritt Pacini	Executive Assistant to the CEO
Miguel Ruelas	Business Expansion and Retention Coordinator
Eric Salas	Economic Development Specialist
Cha Vang	Workforce Training Coordinator
Chris Zeitz	Special Projects Coordinator

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.

Q3 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;
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New Business Leads	40	8	35	87.5%
Targeted Healthcare Engagements	20	0	0	0%
Top 50 Business List	1	0	0	0%

Clients and Businesses Contacted

1 Hour Appraisal	Belli Capelli	Michael Angelo Custom
3 Oaks Studio Clovis	Big Bear Apparel	Painting Inc
3 Sons Garage Doors	California Builder Services	Offerdable Computers
A Mind Above, A	Central Valley Window	Outdoor Environment -
Professional Psychology	Cleaning	Underground Boring
Corporation	Cost Less Vacs	Systems, Inc.
A Place Called Hm	Dogs N Catz	SMS Services Inc.
Residential	Dresses Worn Once	Sequoia Home Health
A Touch of Gold Tanning	Edible Arrangements	Tactical Ops Brewing, Inc.
Salons	Fresno Street Eats	The Original 4th Street
Affordable Site Model	IDLS Sierra Avenue, LLC dba	Antique Mall
Allegro Piano School	Magnolia Crossing, LLC	
Anlin Industries	Kemp BBQ	

City of Clovis Economic Snapshot

Quarter 3, FY 21-22

Industrial, Office, and Retail Vacancy

This quarter in the City of Clovis, the industrial vacancy rate decreased to 0.2% to 0.1%, the office vacancy rate decreased from 6.4% to 4.1%, and the retail vacancy rate decreased from 5.6% to 5.5%.

Q3 FY21-22	Industrial	Office	Retail
Fresno County	2.2%	8.8%	4.8%
City of Clovis	0.1%	4.1%	5.5%

Source: CoStar.com

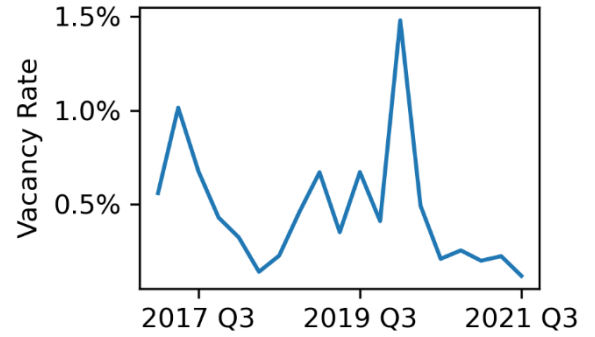
March 2022 Unemployment Rates

The unemployment rate in Clovis was 3.2% in March 2022, down from a revised 3.8% in December 2021. This compares with a non-seasonally adjusted unemployment rate of 5.4% for California and 3.6% for the nation during the same period.

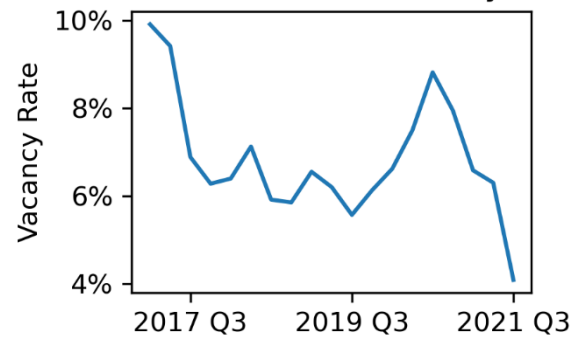
Area	Labor Force	Unemployment Rate
Fresno County	455,200	7.6%
City of Clovis	57,000	3.2%

Source: State of California Employment Development Department

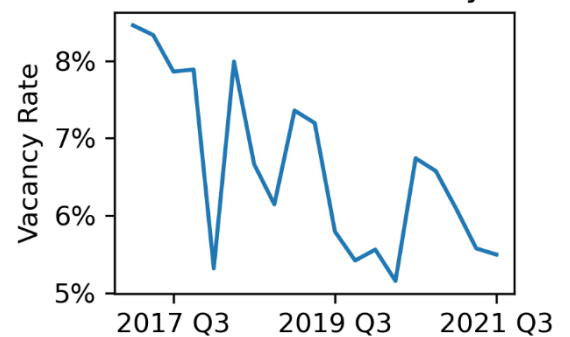
Clovis Industrial Vacancy



Clovis Office Vacancy



Clovis Retail Vacancy



Business Expansion and Attraction Leads

During the third quarter, the EDC generated **8** new business leads and responded to **3** requests for information.

Month	Client Number	Source	Industry	Jobs	Site Requirements	Regions
January	Project Gold Rush	GO-Biz Lead	Used Car Dealers	610	200,000 sq. ft. 100.0 acres	All
February	Project Atlas	GO-Biz Lead	Biomass Electric Power Generation	85	100.0 acres	All
	220210A1 Honest Freight	GO-Biz Lead	General Freight Trucking Local	50	5,000 sq. ft. 5.0 acres	Metro - Fresno; Metro - Clovis
	Project USWTE Investments	GO-Biz Lead	Recyclable Material Merchant Wholesalers	40	30,000 sq. ft. 5.0 acres	All
	220225A1	Local Partner Lead	All Other Plastics Product Manufacturing	40	10,000 sq. ft.	All
March	220304A1	Local Partner Lead	Electrical Contractors and Other Wiring Installation Contractors	10	20,000 sq. ft. 2.0 acres	All
	Project Netflix (Atlas), 2022	GO-Biz Lead	Motion Picture and Video Production	TBD	Closed, idle, abandoned large scale industrial facility for filming.	All
	220316A1	CCVEDC Lead	Turbine and Turbine Generator Set Units Manufacturing	TBD	TBD	All

Requests for Information

Month	Client Number	Source	Industry	Requirement
January	RFI 220112	Direct	Commercial Construction	Client was interested to know which projects they have under construction fall within an OZ and the new NMTC map. We also provided information on Cal Competes Tax Credit.
February	RFI 220210	FedEx	Unknown	FedEx is working with a client that is interested in the industrial market. They asked for lease rates on industrial buildings ranging from 25,000-125,000 sq. ft. Data was compiled and sent to client.
March	RFI 220325	GO-Biz Lead	Electronic Shopping and Mail-Order Houses	JLL asked EDC to provide local tax and incentive information for 3 locations they identified in Fresno County for a direct fulfillment center.

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.

NEW EMPLOYMENT OPPORTUNITIES (NEO) 2020-2021

To be completed by 9/30/2022

METRIC	Actual	Contract Goal
PARTICIPATING BUSINESSES	62	150
JOB PLACEMENTS	48	200
JOB POSTINGS	468	500
JOB FAIRS	6	4
EMPLOYER TRAINING	4	4

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 is continuing to 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.

High-Speed Rail

Since the program inception in 2013, the EDC has assisted 331 property owners throughout the City and County of Fresno.

Client Status	
Relocated	143
Reconfiguring	41
Relocation Pending	9
Closed	38
Existing	100
Total	331

Highlights

Meetings with CalTrans staff regarding Proposed County Industrial Park project | All

Lee Ann Eager and EDC staff held several meetings with CalTrans District 6 Director Diana Gomez, and staff to discuss impending CalTrans projects within the proposed County Industrial Park area. Several projects are slated for North Avenue and American Avenue, which will allow for improved heavy-duty truck traffic circulation and on and off ramp access onto Highway 99.

DC Advocacy for \$125M in Federal EDA Grant Requests | All

Vice President of Business Services Will Oliver and Special Projects Coordinator Chris Zeitz joined a delegation led by the Central Valley Community Foundation and traveled to Washington DC to advocate for historic grant funding made available by the U.S. Economic Development Administration.

The delegation focused on two companion proposals, CVCF's Build Back Better Challenge (BBBC) grant application and EDC's Good Jobs Challenge submission. The BBBC application is anchored by the DRIVE Future of Food Innovation Corridor Initiative, which sets out a long-term vision to retool the region's predominate agricultural sector, leveraging the regions academic capabilities and economic assets to create value-add commercialization of climate-smart ag-tech development, upskilling of transitioning workers, financing and technical support for smallholder farmers, and food access for those residing in poverty. The EDC's Good Jobs Challenge submission, Built 4 Scale, organizes the four county region of Fresno, Madera, Tulare and Kings Counties, in developing short-term, shop-floor centric upskilling and on-the-job training programs in partnership with local manufacturers, building trades, national non-profits, workforce development boards and community action agencies.

The delegation participated in nine meetings, including the U.S. Department of Commerce (EDA), Department of Labor, Department of Agriculture, Department of Energy, US Senator Padilla, US Senator Feinstein, Congressman Jim Costa, The Urban Institute and America Achieves. The Central Valley delegation spoke with a unified and strong voice about the companion proposals and EDA funding decisions are expected by early summer.

Microbusiness Grant | All

EDC partnered with the Fresno Area Hispanic Foundation (FAHF) to provide businesses in Fresno County with information on the Fresno County Micro Business Grant. Businesses could apply to receive up to \$2,500 from March 1 - to April 8, 2022. EDC Staff contacted over 161 businesses to give them information on where and how to apply. Of the 161 businesses, 25 have applied for the grant. Applications will be reviewed for approval starting April 11th and FAHF will notify businesses after the vetting has been completed.

Big Hat Days Clovis Chamber Mixer | Clovis

Fresno EDC staff attended the Clovis Big Hat Days mixer on Wednesday, March 16, 2022 at the Chamber of Commerce in Clovis. EDC staff provided information on EDC business services and the New Employment Opportunities program (NEO) to seven businesses. EDC staff followed-up with an email to each business with information based on each conversation. EDC staff will follow-up with a phone call by April 11, 2022, to see if each business received the email and if they have any questions regarding the information provided.

Central Valley Career Fair Sierra Vista Mall | Clovis/Fresno

Fresno EDC staff attended the Central Valley Career Fair on Wednesday, March 16, 2022, at the Sierra Vista Mall and distributed NEO and other business resources to businesses in attendance. The event hosted 25 employers looking for employees. EDC staff also distributed the Central Valley Training Center (CVTC) flyers for the upcoming fifth cohort to those in attendance seeking employment. EDC staff was also able to discuss CVTC with a few businesses within the construction trades. EDC staff followed up with those businesses to invite them to the upcoming CVTC meet and greet job fair. EDC staff provided a follow-up email to each business with information based on each conversation. EDC staff will follow up with a phone call by April 11, 2022, to see if each business received the email and if they have any questions regarding the information provided.

NEO | All

EDC BRS continues to work with the NEO businesses by helping fill their hiring needs and make a difference in the Fresno County Workforce. - HandsOn Central California has been in the NEO program since March 2022 and has kept both employees hired through the program. HandsOn stated, "The NEO program has helped us build our team at HandsOn - Our two NEO hires have moved into other programs within the agency. We are looking for our next gem!"

SIAL | All

Fresno EDC Staff attended SIAL America Las Vegas in its first expo in the United States. SIAL's purpose is to unite the entire food community and displays all food and beverage categories to key importers, food service companies, distributors, retailers, and wholesalers. The convention was from March 22 to 24 at the Las Vegas Convention Center. Fresno EDC staff attended to identify international businesses that are looking to expand in California and highlight why Fresno County is the premier location for their expansion. Although most businesses exhibiting their product were aiming to sell their product, there were businesses that showed interest in Fresno County. Fresno EDC staff is continuing to hold conversations with the businesses to place them in locations that will match their requirements.

220304A1 - Electric Contractor | All

Fresno EDC has been working with a local electric contractor who is looking to expand into a new space for their growing company. The relatively young company has seen substantial growth in the last few years and has a need to expand into a larger facility. The company has shifted focus from residential to commercial solar/EV charging station infrastructure and has completed work for Tesla, SCCC, and Fresno Unified. EDC has worked on site selection, introduced the client to local landowners/developers, and has also supported the client in their Cal Competes Tax Credit application.

SRCD and OPR | All

Fresno County EDC, Cal Biz Office of Planning and Research (OPR), and Sierra Research Conservation District (SRCD) met to discuss the regional woody feedstock Aggregation Program that OPR is spearheading. Five projects were approved and are being funded with an approved \$2.5M in grant funds from the Wildfire Expenditure Plan. SRCD hopes to be the sixth (self-funded) project. SRCD will take the request to their Board of Directors for approval.

ATIP and SRCD | All

At the beginning of March, Fresno County EDC met with the Sierra Resource Conservation District (SRCD). EDC and SRCD have had an MOU since 2016. The meeting served two goals; to introduce new Attractions staff to SRCD and to find alignment in our ongoing work advancing the bio economy. SRCD

has been looking for support for a biomass micro grid campus project in Auberry CA. Fresno County EDC saw an opportunity to introduce the two organizations for collaboration. This relationship has evolved quickly and has expanded into a partnership on several upcoming projects and grants.

County Industrial Park Project, County of Fresno

The EDC met with Diana Gomez, Caltrans District 6 Director, and the County of Fresno to discuss the County Industrial Project and the plans that Caltrans has for on-and-off ramps in the area. Caltrans is ready for added construction and business in the area. Lee Ann and Supervisor Brandau held a meeting with Samir Sheikh, Executive Director of the San Joaquin Valley Air Pollution Control District to discuss the County Industrial Project and the process with regards to air pollution. Lastly, the EDC organized a briefing between Kosmont Companies and the County of Fresno to discuss prospective property tax revenue anticipated from the proposed County Industrial Project. Kosmont completed the initial analysis detailing how much funding could be bonded to implement critical infrastructure improvements in the short-term to catalyze the project over the long-term.

Veterans Boulevard Groundbreaking | All

Lee Ann and Will attended the Veteran's Boulevard Groundbreaking with the City of Fresno and partners to announce the funding and ensuing construction of the Boulevard. The EDC look forward to the completion of construction in the next 24 months which is part of an important thoroughfare that will relieve traffic congestion and provide a connection for residents on the west side of Fresno. This program has been a long time coming as Veterans Blvd has been a focus of the One Voice trips to Washington DC over the past 12 years. The federal and state funding has been granted to go along with Fresno County and City of Fresno funding to make this happen.

Press Conference – Congressman Costa | All

President & CEO Lee Ann Eager attended a Press Conference with Congressman Costa to highlight the potential benefit of the Federal Bridge Formula Program. This program is a historic investment thanks to the Bipartisan Infrastructure Law. The Bridge Formula Program will help repair aging bridges and other transportation projects in California.

NEO | All

Fresno County EDC's Business Retention Specialist continues to work closely with businesses helping businesses fill their hiring needs within the Fresno County Area for the month of February. During the month, seven clients have obtained employment with businesses in the NEO Program. Las Mananitas Restaurant has enrolled into the NEO program. Additionally, Rama's Interpretation and Translation Service Nicholas Orme MD, have renewed their NEO contracts.

CalSavers | All

EDC staff joined a webinar hosted by Jonathan Herrera, Director of Outreach and Education with the California State Treasurer's Office to learn about the CalSavers Retirement Program. Businesses with five or more employees will be required to offer a retirement program by June 30, 2022. EDC staff conducted outreach to Fresno County businesses informing them of the CalSavers no cost retirement program as an option if they already did not offer one.

Exhibit Supply and Fresno Street Eats | All

EDC provided information to Fresno County vendor businesses for the Jump Start Your Food Business in 2022 contest hosted by Exhibit Supply and Fresno Street Eats. The winner of the contest was Diana's for

her award-winning Papaya Salad. The business will receive a new logo, FoodBoothPro design and other tools to help her business succeed and be participating in more Fresno Street Eats events in 2022.

Central California Build 4 Scale

EDC staff participated in the Central Valley Built 4 Scale. Built 4 Scale proposes to address our region's poverty and employment needs by placing 2,500 (or more) into high-quality jobs at less than \$9,500 per placement. Given the region's diversity, where 30% identify as White (Alone), we are targeting that at least 70% of these placements will come from underrepresented communities. To help reach and surpass this goal, we have enlisted the support of 15 CBOs who serve the underserved and underrepresented – including the disabled, justice-involved, LGBTQ+, precariously housed, victims of human trafficking, and others. Staff collected more than 900 firm, written employer hiring commitments from more than 50 businesses. This is a testament to our robust employer network and the several work experience / on-the-job training programs that we already administer.

2022 IEDC Leadership Summit | All

EDC Staff attended the 2022 Leadership Summit hosted by the International Economic Development Council (IEDC). The three day event was attended by hundreds of economic and community leaders and covered a wide range of topics including accelerating recovery and reinvention, countering the great resignation, women in leadership and regional diversification with global business leaders. Staff attended many sessions and was excited for the opportunity to network, learn from and discuss the great things that we are doing in Fresno County.

Logistics Client | All

The EDC has been working with a logistics solutions client interested in establishing a facility in Fresno. The client asked us to provide information on incentives they may qualify for or benefit from. We were able to provide the client with hiring and tax incentives, highlighting the cost savings they would realize if they hired from our NEO program. The client is also interested in costs associated with utilizing the nearby ports. The EDC connected with a local drayage company that was able to provide a quote for services through the Port of Oakland, which would also provide the client with cost savings. The client has expressed great appreciation for the work the EDC has done to-date and says Fresno is a top contender for their project.

NEO | All

The Fresno County EDC Retention team worked with NEO employers with updating over 156 job postings and wage increases for 2022. Due to the economy and pandemic, the NEO businesses have been struggling with filling their job postings. The team discussed with the businesses if they have considered increasing their pay to be more competitive with other businesses within the same industry, approximately 20 of the businesses agreed to increase their pay for a better outcome. The Retention team has provided over 30 job seeker reports with the Active NEO clients filtered by business industry needs. These reports have helped businesses have better client outreach and have been successful with meeting their hiring needs. Retention team will be following up with these businesses to monitor their progress and outcome.

Go Biz Governor's 2022-2023 Budget | All

Lee Ann was invited by the Governor to attend a briefing by Lieutenant Governor Kounalakis on the Governor's budget highlights. The Governor is proposing additional funds for transportation, affordable housing and education. All of which will be beneficial to Fresno County and the Central Valley.

ATIP | All

Fresno County EDC and the ATIP Foundation are now in the second year of the Advancing the Bioeconomy initiative. The initiative seeks to utilize the Central Valley's biomass resources and match them with industries that can convert waste into value-added products. The group meets weekly to further efforts and identify potential collaborators and stakeholders for the initiative's Steering Committee. We hope to have members from academia, workforce development, economic development, and the private sector as Steering Commissioners. Additionally, Fresno County EDC and the ATIP Foundation have developed a monthly newsletter highlighting efforts and news in the bioeconomy of the Central Valley.

Bioplastic Client | All

The EDC has been hard at work researching local crops as potential feedstock for a bioplastic client. The client is a firm which processes sugar into biodegradable plastic. Utilizing the 2020 Ag Report, the team calculated the theoretical amount of sugar that could be extracted from the Valley's top crops. In collaboration with a former USDA employee and ATIP partner, they then utilized USDA data to calculate the amount of each crop that would be subject to waste. The team performed a cross analysis between the two to determine the most attractive crops for the company to buy and process. Finally, the EDC intensively researched the ratios of sugars in each of the most attractive crops and calculated how much of each sugar type the company would be able to harvest.

Other Activities

January

February

CalSavers: Sign-Up Deadline – Webinar

United Kingdom Foreign Direct Investment in California - Webinar

March

Invest Fresno Forum - Webinar

San Joaquin Regional Analysis - Webinar

Operations of Planning and Research (OPR) of CA. - Webinar

FY 21-22 Overview of Work Product	Deliverables	FY 2021 – 2022 Target Outcomes	
<p>Economic Development Corporation Serving Fresno County</p> <p>Contract: \$40,000</p> <p>Targeted Healthcare Contacts: \$10,000</p> <p>Staff: President & CEO Lee Ann Eager</p> <p>Sherry Neil Chief Operating Officer</p> <p>Vice President of Business Services Will Oliver</p>	<p>Retention: Targeted businesses will be contacted by a variety of methods to educate Clovis businesses on local, regional and statewide incentive programs</p> <ul style="list-style-type: none"> • Conduct Analysis to determine top 50 companies in Clovis that should be focused on for retention and expansion <p>New Business Recruitment: Provide information and tours to industrial and commercial representatives not currently located in Clovis for the purpose of recruiting new businesses and industries to the City of Clovis. Assist the City of Clovis in marketing identified industrial parks or industrial areas to new clients.</p> <ul style="list-style-type: none"> • Coordinate site tours for the purpose of business attraction and expansion. • Create and update marketing materials. • Coordinate commercial and industrial broker events for the City of Clovis. • Conduct analysis to determine expansion industries and companies to target for expansion. • Attend trade shows/missions and market Clovis. 	<p>Top 50 targeted business analysis for expansion/retention</p>	<p>In progress</p>
		<p>Respond to all City of Clovis business inquires and connect them to appropriate resources</p>	<p>26 clients and businesses contacted and 24 referrals made during Q3.</p>
		<p>20 Targeted Healthcare Contacts</p>	<p>Ongoing.</p>
		<p>2 Retention and Recovery Resource Events</p>	<p>In progress</p>
		<p>40 new business leads</p>	<p>35 total business leads; 8 leads generated in Q3.</p>
		<p>Economic Profile including updated demographic information</p>	<p>Economic profile updated and hosted on our website.</p>
		<p>Incentive Brochure</p>	<p>Incentive brochure to be updated in FY21-22 in cooperation with city staff.</p>



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Finance Department
DATE: May 2, 2022
SUBJECT: Finance – Receive and File – Investment Report for the Month of January 2022.

ATTACHMENTS:

1. Distribution of Investments
2. Monthly Investment Transactions
3. Certificates of Deposit
4. Municipal Securities
5. Graph of January 31, 2022 Treasury Rates

Attached is the Investment Report for the month of January 2022. Shown in Attachment 1 is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Attachment 2 reflects the monthly investment transactions for the month of January 2022. Attachment 3 lists the certificates of deposit. Attachment 4 lists the municipal securities. Attachment 5 is a graph of Treasury rates on January 31, 2022.

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

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

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

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 0.04%. The rate of return for the City of Clovis portfolio is 0.94%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 2,355% of the Treasury bill rate.

In accordance with the Investment Policy, the investment period on each investment does not exceed three years and can be extended to five years with the City Manager's approval. As of January 2022, the average investment life of the City's investment portfolio is 1.05 years.

Current Investment Environment and Philosophy

During the month of January 2022, the federal funds rate remained at 0.00%-0.25%. On January 31, 2022, the Treasury yield curve increased from 3-month to 10-year notes.

Certificates of Deposit (CD's)

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

Purchases and Maturities

- 2 government securities totaling \$10,000,000 were purchased.
- 2 government securities totaling \$9,000,000 matured.
- 1 certificate of deposit totaling \$250,000 was purchased.
- 1 certificate of deposit totaling \$250,000 matured.
- 0 municipal securities were purchased.

Market Environment

- During January the federal funds rate remained at 0.00%-0.25%.
- On January 31, the yield curve increased from 3-month to 10-year notes. See Attachment 5, Graph of Treasury Rates on January 31, 2022.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager *AT*

**City of Clovis
Distribution of Investments
As of January 31, 2022**

AGENDA ITEM NO. 9.

	<u>COST</u>	<u>NET BOOK VALUE</u>	<u>MARKET VALUE *</u>	<u>YIELD TO MATURITY</u>	<u>STATED INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY FROM 1/31/2022</u>
<u>GOV'T SECURITIES</u>								
FHLB	12,110,520	12,029,049	12,035,160	2.500%	2.500%	04/25/19	03/11/22	39
FFCB	5,979,668	5,965,262	5,979,370	2.280%	2.280%	03/28/19	03/28/22	56
FFCB	6,017,400	6,005,963	6,032,280	1.875%	1.875%	06/27/19	06/14/22	134
FAMCMTN	6,024,900	6,008,870	6,035,220	1.950%	1.950%	07/25/19	06/21/22	141
FFCB	3,005,250	3,002,313	3,018,120	1.625%	1.625%	11/27/19	08/22/22	203
FHLB	6,065,100	6,028,575	6,053,580	2.000%	2.000%	10/31/19	09/09/22	221
FFCB	2,984,460	2,992,738	3,015,930	1.375%	1.375%	11/27/19	10/11/22	253
FFCB	5,008,500	5,004,208	5,021,400	1.600%	1.600%	01/23/20	10/13/22	255
FHLB	8,045,600	8,023,062	6,564,675	1.875%	1.875%	12/19/19	12/09/22	312
FHLB	5,047,500	5,024,825	6,564,675	1.875%	1.875%	01/23/20	12/09/22	312
FAMCMTN	8,544,965	8,525,815	8,544,625	1.350%	1.350%	02/27/20	02/27/23	392
FHLB	5,255,000	13,344,038	13,165,766	2.125%	2.125%	03/26/20	03/10/23	403
FHLB	13,579,800	5,156,382	5,087,494	2.125%	2.125%	04/30/20	03/10/23	403
FFCB	5,000,000	5,000,000	4,892,050	0.250%	0.250%	03/01/21	03/01/24	760
FFCB	1,999,000	1,999,069	1,961,840	0.300%	0.300%	03/24/21	03/18/24	777
FHLB	5,000,000	5,000,000	4,912,950	0.350%	0.350%	06/07/21	06/07/24	858
FHLB	4,969,000	4,969,000	4,942,650	1.050%	1.050%	01/20/22	11/15/24	1,019
FAMCMTN	3,947,600	3,948,513	3,895,480	0.750%	0.750%	12/16/21	07/28/25	1,274
FAMCMTN	4,948,500	4,949,331	4,844,850	0.600%	0.600%	10/14/21	09/08/25	1,316
FHLB	4,963,000	4,964,052	4,807,050	0.580%	0.580%	09/08/21	02/11/26	1,472
FHLB	3,922,000	3,923,172	3,857,080	0.750%	0.750%	12/16/21	02/24/26	1,485
FFCB	4,967,500	4,967,913	4,836,300	0.940%	0.940%	10/14/21	09/28/26	1,701
FHLB	5,988,000	5,988,151	5,903,700	1.250%	1.250%	11/24/21	11/24/26	1,758
FHLB	5,127,757	5,127,757	5,121,350	2.125%	2.125%	01/20/22	12/11/26	1,775
SECURITIES TOTAL	<u>\$ 138,501,020</u>	<u>\$ 137,948,058</u>	<u>\$137,093,595</u>					
LAIF		<u>\$ 74,453,060</u>	<u>\$ 74,453,060</u>					
Municipal Issuance		<u>\$ 9,465,000</u>	<u>\$ 9,313,433</u>					
Sweep Account (Union Bank)		<u>\$ 42,660,508</u>	<u>\$ 42,660,508</u>					
TOTAL CD'S		<u>\$ 10,485,000</u>	<u>\$ 10,501,351</u>					
TOTAL INVESTMENTS		<u>\$ 275,011,626</u>	<u>\$ 274,021,947</u>					

* Market values for securities obtained from US Bank.

City of Clovis
Monthly Investment Transactions
As of January 31, 2022

AGENDA ITEM NO. 9.

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
FHLB	Gov Sec.	Purchase	5,000,000	4,969,000	1.050%	01/20/22	11/15/24
FHLB	Gov Sec.	Purchase	5,000,000	5,127,757	2.125%	01/20/22	12/11/26
BEAL BANK	CD	Purchase	250,000	250,000	0.950%	01/19/22	01/15/25
FHLMCMTN	Gov Sec.	Maturity	6,000,000	6,032,774	2.375%	01/13/22	01/13/22
FAMCMTN	Gov Sec.	Maturity	3,000,000	2,999,819	1.520%	01/10/22	01/10/22
WELLS FARGO BK	CD	Maturity	250,000	250,000	3.000%	01/18/22	01/18/22

PORTFOLIO DATA

Current Month (01/22)

	Book	Market
CD'S	\$ 10,485,000	\$ 10,501,351
Gov't Securities*	137,948,058	137,093,595
Municipal Securities	9,465,000	9,313,433
LAIF	74,453,060	74,453,060
Sweep Account (Union Bank)	42,660,508	42,660,508
TOTAL	\$ 275,011,626	\$ 274,021,947

Prior Month (12/21)

	Book	Market
CD'S	\$ 10,485,000	\$ 10,540,664
Gov't Securities*	136,883,894	136,851,221
Municipal Securities	9,465,000	9,393,207
LAIF	74,410,223	74,410,223
Sweep Account (Union Bank)	22,971,018	22,971,018
TOTAL	\$ 254,215,135	\$ 254,166,333

Three Months Previous (10/21)

	Book	Market
CD'S	\$ 10,485,000	\$ 10,576,750
Gov't Securities*	125,551,804	125,987,047
Municipal Securities	5,900,000	5,880,960
LAIF	74,410,223	74,410,223
Sweep Account (Union Bank)	34,467,569	34,467,569
TOTAL	\$ 250,814,596	\$ 251,322,549

Six Months Previous (07/21)

	Book	Market
CD'S	\$ 10,235,000	\$ 10,372,581
Gov't Securities*	118,200,318	119,368,101
Municipal Securities	5,900,000	5,904,708
LAIF	74,364,940	74,364,940
Sweep Account (Union Bank)	45,219,191	45,219,191
TOTAL	\$ 253,919,449	\$ 255,229,521

One Year Previous (01/21)

	Book	Market
CD'S	\$ 9,990,000	\$ 10,233,895
Gov't Securities*	114,096,254	115,945,407
Municipal Securities	4,150,000	4,158,932
LAIF	74,223,185	74,223,185
Sweep Account (Union Bank)	41,240,917	41,240,917
TOTAL	\$ 243,700,356	\$ 245,802,336

*Adjusted Quarterly for Premium/Discount Amortization

**City of Clovis
Certificates of Deposit
As of January 31, 2022**

AGENDA ITEM NO. 9.

<u>Negotiable CDs</u>	<u>COST</u>	<u>MARKET PRICE</u>	<u>INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>MATURITY FROM 01/31/22</u>	<u>INTEREST FREQUENCY</u>
Goldman Sachs Bk USA Ny	245,000	245,404.25	2.800%	02/20/19	02/22/22	22	QUARTERLY
Tiaa FSB Jacksonville Fla	245,000	245,411.60	2.850%	02/28/19	02/22/22	22	QUARTERLY
Comenity Capital Bank	250,000	251,522.50	2.550%	04/30/19	04/29/22	88	QUARTERLY
Synchrony Bank	250,000	251,707.50	2.450%	05/17/19	05/17/22	106	QUARTERLY
First State Bank of Dequeen	250,000	251,500.00	2.000%	07/26/19	05/26/22	115	QUARTERLY
Flagstar Bank	250,000	252,162.50	2.500%	06/12/19	06/13/22	133	QUARTERLY
Capital One Bank	250,000	252,125.00	2.350%	06/19/19	06/20/22	140	QUARTERLY
Morgan Stanley Bk	250,000	252,312.50	2.100%	07/25/19	07/25/22	175	QUARTERLY
Capital One Ntnl Assn	250,000	252,522.50	2.150%	08/07/19	08/08/22	189	QUARTERLY
Everbanke USA Salt Lake City	250,000	252,392.50	2.050%	08/07/19	08/08/22	189	QUARTERLY
Raymond James Bank	250,000	252,337.50	1.900%	08/23/19	08/23/22	204	QUARTERLY
Ally Bank	250,000	252,462.50	1.850%	09/19/19	09/19/22	231	QUARTERLY
Usalliance Federal Credit Union	250,000	252,742.50	2.850%	09/30/19	09/30/22	242	QUARTERLY
Morgan Stanley Bank	250,000	252,692.50	2.100%	10/17/19	10/17/22	259	MONTHLY
Lafayette Fed Cr Un	250,000	252,652.50	1.700%	11/22/19	11/22/22	295	MONTHLY
Live Oak Banking Co.	250,000	252,875.00	1.750%	12/11/19	12/12/22	315	QUARTERLY
Wells Fargo Natl Bk West	250,000	252,987.50	1.800%	12/13/19	12/13/22	316	QUARTERLY
Valley Cent Svgs Bk	250,000	252,937.50	1.700%	01/15/20	01/17/23	351	QUARTERLY
Sallie Mae Bank	250,000	253,450.00	1.900%	01/23/20	01/23/23	357	QUARTERLY
Servisfirst Bank	250,000	252,825.00	1.600%	02/21/20	02/21/23	386	MONTHLY
Celtic Bank	250,000	252,772.50	1.550%	03/13/20	03/13/23	406	MONTHLY
Axos Bank	250,000	252,812.50	1.550%	03/26/20	03/27/23	420	MONTHLY
Nicolet Natl Bank	250,000	251,370.00	0.900%	03/27/20	03/27/23	420	MONTHLY
Centerstate Bank	250,000	250,930.00	0.900%	03/30/20	03/30/23	423	MONTHLY
Bank Leumi	250,000	252,517.50	1.450%	03/31/20	03/31/23	424	MONTHLY
Discover Bank	250,000	252,522.50	1.350%	04/02/20	04/03/23	427	MONTHLY
Berkshire Bank	250,000	252,097.50	1.300%	04/08/20	04/06/23	430	MONTHLY
American Express	250,000	251,490.00	1.100%	04/21/20	04/21/23	445	MONTHLY
New York Cmnty Bank	250,000	247,325.00	0.350%	12/11/20	12/11/23	679	QUARTERLY
Transportation Alliance Bk	250,000	245,945.00	0.250%	03/12/21	03/12/24	771	QUARTERLY
Preferred Bank	250,000	245,832.50	0.250%	03/25/21	03/25/24	784	QUARTERLY
Bankunited Natl Assn	245,000	241,913.00	0.450%	03/31/21	04/01/24	791	QUARTERLY
Greenstate Credit Union	250,000	246,272.50	0.450%	06/16/21	06/17/24	868	QUARTERLY
Eaglemark Savings Bank	250,000	245,887.50	0.400%	06/30/21	06/28/24	879	QUARTERLY
Texas Exchange Bk	250,000	246,397.50	0.500%	07/09/21	07/09/24	890	QUARTERLY
BMW Bk North Amer	250,000	246,550.00	0.550%	07/30/21	07/30/24	911	QUARTERLY
Toyota Finl Svgs	250,000	246,890.00	0.650%	09/09/21	09/09/24	952	QUARTERLY
State Bk India	250,000	246,832.50	0.650%	09/17/21	09/17/24	960	QUARTERLY
Ubs Bank Usa	250,000	247,045.00	0.750%	11/17/21	11/18/24	1,022	QUARTERLY
Webbank Salt Lake City	250,000	246,975.00	0.750%	11/29/21	11/29/24	1,033	QUARTERLY
Medallion Bank Salt Lake City	250,000	247,877.50	0.900%	12/20/21	12/20/24	1,054	QUARTERLY
Beal Bank	250,000	248,072.50	0.950%	01/19/22	01/15/25	1,080	QUARTERLY
Negotiable CD TOTAL	<u>\$ 10,485,000</u>	<u>\$ 10,501,351</u>					
CD TOTAL	<u>\$ 10,485,000</u>	<u>\$ 10,501,351</u>					

**City of Clovis
Municipal Securities
As of January 31, 2022**

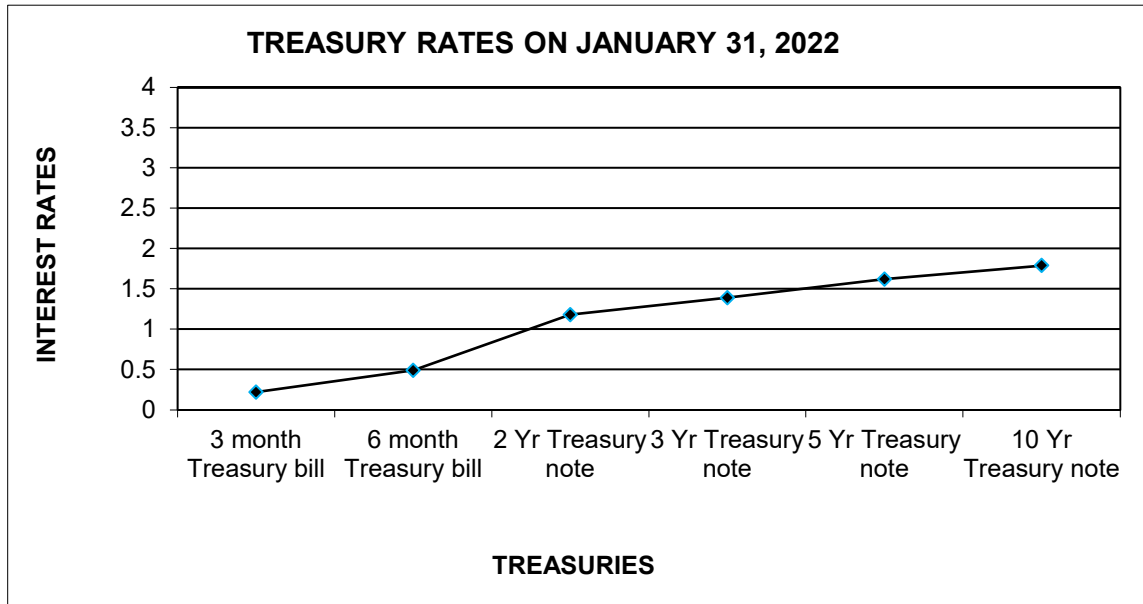
AGENDA ITEM NO. 9.

<u>Municipal Securities</u>	<u>COST</u>	<u>MARKET PRICE</u>	<u>INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>MATURITY FROM 01/31/22</u>	<u>INTEREST FREQUENCY</u>
Huntington Beach Calif Pension Bond	1,000,000	989,290.00	0.381%	04/01/21	06/15/23	500	QUARTERLY
Fresno Unified Taxable Go Ref Bond	500,000	494,440.00	0.462%	09/30/20	08/01/23	547	QUARTERLY
Pomona Cali Uni Sch Dist Go Bond	815,000	806,801.10	0.534%	10/20/20	08/01/23	547	QUARTERLY
San Jose CA USD Ref Bond	775,000	764,754.50	0.221%	01/20/21	08/01/23	547	QUARTERLY
Vista CA USD Ref Bond	750,000	741,045.00	0.221%	01/20/21	08/01/23	547	QUARTERLY
William Hart Cali HS Go Bond	1,000,000	987,310.00	0.366%	12/23/20	08/01/23	547	QUARTERLY
Jefferson Cali Elem Sch Dist Go Bond	710,000	701,252.80	0.399%	10/27/20	09/01/23	578	QUARTERLY
Santa Rosa Calif Watr Ref Bond	350,000	346,612.00	0.578%	12/01/20	09/01/23	578	QUARTERLY
Santa Ana CCD Ref Bond	440,000	429,919.60	0.644%	12/17/21	08/01/24	913	QUARTERLY
Los Angeles CA USD Ref Bond	1,000,000	988,930.00	1.455%	11/15/21	07/01/26	1,612	QUARTERLY
San Ramon Valley CA USD Ref Bond	2,125,000	2,063,077.50	1.147%	11/03/21	08/01/26	1,643	QUARTERLY
Mun. Securities TOTAL	<u>\$ 9,465,000</u>	<u>\$ 9,313,433</u>					
Municipal Securities TOTAL	<u>\$ 9,465,000</u>	<u>\$ 9,313,433</u>					

**CITY OF CLOVIS
FINANCE DEPARTMENT
JANUARY 31, 2022 TREASURY RATES**

Treasury Rates as of January 31, 2022

3 month Treasury bill	0.22
6 month Treasury bill	0.49
2 Yr Treasury note	1.18
3 Yr Treasury note	1.39
5 Yr Treasury note	1.62
10 Yr Treasury note	1.79



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



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: May 2, 2022

SUBJECT: Finance – Receive and File – Treasurer’s Report for the Month of January 2022.

ATTACHMENTS:

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

Attached for the Council’s information is the Treasurer’s Report for the month ended January 31, 2022.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements, and fund balances. Attachment 1 provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. Attachment 2 summarizes the investment activity for the month and distribution, by type of investment, held by the City. Attachment 3 lists all investments with original maturities exceeding one year as of the month ended January 31, 2022.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager AA

City of Clovis
Statement of Cash Balances
As of January 31, 2022

Previous Balance	\$	5,873,968.46
Deposits		38,875,739.20
Disbursements		(38,927,647.75)
Current Balance	\$	5,822,059.91

FUNDS	BALANCE
100 General Fund	\$ 8,933,475.43
201 Local Transportation	19,356,974.25
202 Parking and Business Improvements	125,085.66
203 Off Highway Use	70,828.28
204 Community Facilities District 2020-1	78,565.53
205 Senior Citizen Memorial Trust	54,819.24
207 Landscape Assessment District	6,650,065.77
208 Blackhorse III (95-1) Assessment District	105,912.46
301 Park & Recreation Acquisition	10,008,866.66
305 Refuse Equipment Reserve	1,883,005.22
310 Special Street Deposit Fund	34,612,741.95
313 Successor Agency	364,533.29
314 Housing Successor Agency	1,343,081.19
402 1976 Fire Bond Redemption	25,475.23
404 1976 Sewer Bond Redemption Fund	408,772.41
501 Community Sanitation Fund	15,435,497.98
502 Sewer Service Fund	35,077,563.58
504 Sewer Capital Projects-Users	1,266,029.67
506 Sewer Capital Projects-Developer	4,016,312.34
507 Water Service Fund	50,117,905.86
508 Water Capital Projects-Users	6,891,180.68
509 Water Capital Projects-Developer	10,885,060.01
515 Transit Fund	37,962.69
540 Planning & Development Services	16,575,927.27
601 Property & Liability Insurance	1,279,338.62
602 Fleet Maintenance	20,651,166.78
603 Employee Benefit Fund	7,682,151.83
604 General Government Services	25,547,316.41
701 Curb & Gutter Fund	161,571.73
703 Payroll Tax & Withholding Fund	1,223,436.28
712 Temperance/Barstow Assmt Dist (98-1)	76,253.06
713 Shepherd/Temperance Assmt Dist (2000-1)	5,768.91
715 Supp Law Enforcement Serv	185,633.94
716 Asset Forfeiture	185,643.08
720 Measure A-Public Safety Facility Tax	1,432.46
736 SA Admin Trust Fund	1,421.40
741 SA Debt Service Trust Fund	(494,229.93)
747 Housing Successor Trust Fund	1,137.98
SUBTOTALS	\$ 280,833,685.20
999 Invested Funds	(275,011,625.29)
TOTAL	\$ 5,822,059.91

**City of Clovis
Summary of Investment Activity
For the month of January 31, 2022**

<hr/> <hr/>		
<u>Balance of Investments Previous Month End</u>		<u>\$254,215,133.93</u>
 <u>Time Certificates of Deposit Transactions</u>		
Investments	250,000.00	
Withdrawals	<u>(250,000.00)</u>	
Total CD Changes		0.00
 <u>Other Changes</u>		
Government Securities	1,064,163.60	
Local Agency Investment Fund	42,837.56	
Municipal Securities	0.00	
Sweep Account	<u>19,689,490.20</u>	
Total Other Changes		<u>20,796,491.36</u>
Balance of Investments Current Month End		<u>\$ 275,011,625.29</u>

**City of Clovis
Distribution of Investments
As of January 31, 2022**

<hr/> <hr/>	
Insured CD's	10,485,000.00
Government Securities	137,948,056.85
US Treasury Notes	0.00
Local Agency Investment Fund	74,453,060.28
Municipal Securities	9,465,000.00
Sweep Account	<u>42,660,508.16</u>
Investment Total	<u>\$ 275,011,625.29</u>

City of Clovis
Original Maturities Exceeding One Year
As of January 31, 2022

Institution	Face Value	Investment Balance At Amortized Cost	Maturity	Stated Rate
FHLB	12,000,000.00	12,029,049.00	3/11/2022	2.500%
FFCB	5,960,000.00	5,965,262.00	3/28/2022	2.280%
FFCB	6,000,000.00	6,005,963.00	6/14/2022	1.875%
FAMCMTN	6,000,000.00	6,008,870.00	6/21/2022	1.950%
FFCB	3,000,000.00	3,002,313.00	8/22/2022	1.625%
FHLB	6,000,000.00	6,028,575.00	9/9/2022	2.000%
FFCB	3,000,000.00	2,992,738.00	10/11/2022	1.375%
FFCB	5,000,000.00	5,004,208.00	10/13/2022	1.600%
FHLB	5,000,000.00	8,023,062.00	12/9/2022	1.875%
FHLB	8,000,000.00	5,024,825.00	12/9/2022	1.875%
FAMCMTN	8,500,000.00	8,525,815.00	2/27/2023	1.350%
FHLB	13,000,000.00	13,344,038.00	3/10/2023	2.125%
FHLB	5,000,000.00	5,156,382.00	3/10/2023	2.125%
FFCB	5,000,000.00	5,000,000.00	3/1/2024	0.250%
FFCB	2,000,000.00	1,999,069.00	3/18/2024	0.300%
FHLB	5,000,000.00	5,000,000.00	6/7/2024	0.350%
FHLB	5,000,000.00	4,969,000.00	11/15/2024	1.050%
FAMCMTN	4,000,000.00	3,948,513.00	7/28/2025	0.750%
FAMCMTN	5,000,000.00	4,964,052.00	9/8/2025	0.600%
FHLB	5,000,000.00	4,949,331.00	2/11/2026	0.580%
FHLB	4,000,000.00	3,923,172.00	2/24/2026	0.750%
FFCB	5,000,000.00	4,967,913.00	9/28/2026	0.940%
FHLB	6,000,000.00	5,988,151.00	11/24/2026	1.250%
FHLB	5,000,000.00	5,127,756.60	12/11/2026	2.125%



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: May 2, 2022

SUBJECT: Planning and Development Services - Approval - Bid Award for CIP 20-10 Barstow Avenue Street Improvements; and Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

1. For the City Council to award a contract for CIP 20-10 Barstow Avenue Street Improvements to Dave Christian Construction Company, Inc. in the amount of \$536,749.00; 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 City Council authorize the City Manager to award and execute the contract to Dave Christian Construction Company, Inc., who was the lowest responsible bidder from a bid opening that took place on April 12, 2022.

The project consists of street improvements to Barstow Avenue from Minnewawa Avenue to Clovis Avenue. The work includes grinding existing pavement; asphalt concrete paving; ADA concrete improvements; adjustment of existing manholes, water valves, utility boxes, and vaults to finish grade; replacement of existing traffic signal loops, existing traffic markings and signs according to current MUTCD standards; and modifications to the existing traffic signal controller cabinet.

BACKGROUND

The following is a summary of the bid results of April 12, 2022:

BIDDERS	BASE BIDS
Dave Christian Construction Company, Inc.	\$536,749.00
A.J. Excavation, Inc.	\$538,912.00
R.E. Mason Engineering, Inc.	\$622,410.00
Bush Engineering, Inc.	\$645,074.00
Emmett's Excavation, Inc.	\$677,011.00
Avison Construction, Inc.	\$682,220.00
De Anda Company	\$687,898.00
Cal Valley Construction, Inc.	\$722,985.00
ENGINEER'S ESTIMATE	\$550,000.00

All bids were examined, and the bidders' submittals were found to be in order. Dave Christian Construction Company, Inc. is the lowest bidder. Staff has validated the lowest bidder contractor's license status and completeness of federal funding paperwork.

FISCAL IMPACT

This project was budgeted in the 2021-2022 Community Investment Program. The project is supported by Surface Transportation Block Grant Program (STBG) through the City Community Investment Program.

REASON FOR RECOMMENDATION

Dave Christian Construction Company, Inc. is the lowest bidder. There are sufficient funds available for the anticipated cost of this project.

ACTIONS FOLLOWING APPROVAL

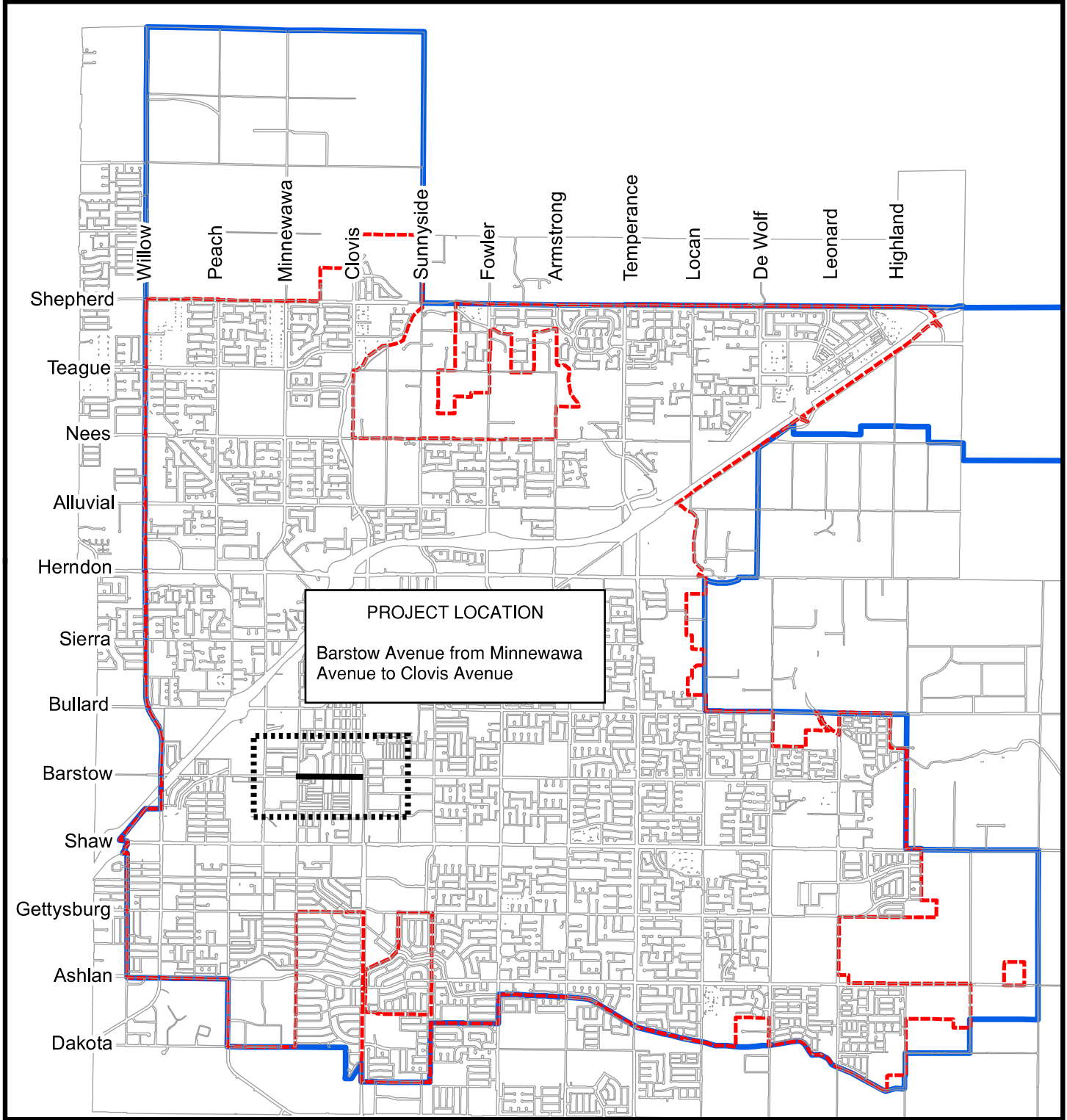
1. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
2. Construction will begin approximately two (2) weeks after contract execution and shall be completed in thirty (30) working days thereafter.

Prepared by: Thomas K. Cheng, Project Civil Engineer

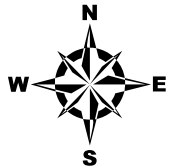
Reviewed by: City Manager AH

VICINITY MAP

CIP 20-10 Barstow Avenue Street Improvements



ATTACHMENT 1





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: May 2, 2022

SUBJECT: Police - Approval - Res. 22-____, Amending the Police Department budget for FY 2021-2022 to reflect the California Department of Justice Tobacco grant award of \$97,640.

ATTACHMENTS: 1. Resolution 22-____
2. Copy of Summary Award

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve a resolution amending the 2021-2022 Police Department budget, and authorization to begin grant objectives.

EXECUTIVE SUMMARY

The Clovis Police Department has been awarded a grant through the California Department of Justice to conduct enforcement operations that focus on compliance with the sale of tobacco products to minors and adults under the age of 21. The funds will primarily be used to offset personnel costs, allowing the Police Department to staff directed enforcement details utilizing minor decoy operations, shoulder tap operations, licensee inspections, and Teenage Party Prevention and Education Diversion (TAPPED) operations. Funding will also be used to develop a media campaign targeting the youth in our communities.

BACKGROUND

The Police Department applied for this grant early in 2021, and just recently received notification of the award. The Police Department has been awarded the California Department of Justice Tobacco Grant in 2017, 2018, 2019, and 2020. The grant was of similar size, and used for similar enforcement activities resulting in greater tobacco sales compliance by local businesses and a reduction in youth tobacco use.

FISCAL IMPACT

Acceptance of this grant is not expected to have any impact on the allocation of funds in the City budget. The Police Department will utilize grant funds to pay for all overtime costs for officers to work enforcement and education details.

REASON FOR RECOMMENDATION

The California Department of Justice Grant Program requires that the Clovis City Council approve the grant and amend the Police Department budget to reflect the award.

ACTIONS FOLLOWING APPROVAL

After the Council approval, the 2021-2022 Police Department Annual Budget will be amended as described. Program objectives began on April 1, 2022.

Prepared by: Sandra Macy, Management Analyst

Reviewed by: City Manager AM

RESOLUTION 22-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING THE USE OF CALIFORNIA DEPARTMENT OF JUSTICE GRANT FUNDS
FOR 2021-2022**

WHEREAS, the City Council of the City of Clovis approved the 2021-2022 Budget on June 14, 2021; and

WHEREAS, the Police Department has been awarded \$97,640 from the California Department of Justice Tobacco Grant Assistance Program; and

WHEREAS, the City Council determines that these expenditures are necessary.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis amends the 2021-2022 Budget as provided in Attachment A “Summary of Expenditures, By Department”, “Summary of Expenditures by Fund.”

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on May 2, 2022, by the following vote, to wit.

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

DATED: May 2, 2022

Mayor

City Clerk

SUMMARY OF EXPENDITURES BY DEPARTMENT

DEPARTMENT

POLICE	\$97,640
TOTAL DEPARTMENT	\$97,640

SUMMARY OF EXPENDITURES BY FUND

GENERAL FUND	\$97,640
TOTAL FUND	\$97,640

All expenditures will be out of the grant budget 56300.



DIVISION OF OPERATIONS
TOBACCO GRANT PROGRAM
P.O. BOX 160187
SACRAMENTO, CA 95816-0187
Telephone: (916) 210-6422
E-Mail Address: TobaccoGrants@doj.ca.gov

November 18, 2021

Ken Wells, Corporal
Clovis Police Department
1233 Fifth Street
Clovis, CA 93619

Re: Tobacco Grant Award Notification FY 21/22

Dear Ken Wells:

Congratulations! On behalf of the California Department of Justice, I am excited to inform you that your agency's grant application for funds authorized under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 has been approved for Funding in the amount of \$97,640¹.

The California Department of Justice was excited to receive applications totaling over \$71 million to support local law enforcement agencies in educating minors about the harms of tobacco products, enforcing state and local tobacco laws, and conducting retailer enforcement. Consequently, some awards were approved with modifications.

In order to accept the award, your agency must, within 15 calendar days of the date of this letter, respond with a signed Letter of Intent (template attached) affirming either 1) your agency will seek a resolution to accept the award, if your agency has a governing body; or 2) no governing body exists and no resolution is required. The letter can be sent via email to TobaccoGrants@doj.ca.gov with subject line "FY 21-22_ Letter of Intent_ Clovis Police Department" and/or hard copy to:

CA Department of Justice
Division of Operations
Tobacco Grant Program
P.O. Box 160187
Sacramento, CA 95816-0187

If the Letter of Intent is **only** being sent via hard copy, it must be postmarked within 15 days of the date of this letter. Upon receipt of the Letter of Intent, the Local Assistance Unit

¹Award amounts are subject to change due to appeals or declinations of awards.

November 18, 2021

Page 2

within the California Department of Justice will provide documents as part of your grant agreement (Memorandum of Understanding, Handbook, etc.).

Also provided with the electronic version of this letter are the Award Summary and approved Budget Detail which will reflect any necessary modifications. If you wish to realign the approved funds, please reference the attached instruction sheet and return your revised Budget Detail with your letter of intent.

If you have any questions about this process, please do not hesitate to contact me at (916) 210-7006 or at TobaccoGrants@doj.ca.gov.

Sincerely,

**Stacy
Heinsen**

Digitally signed by Stacy
Heinsen
Date: 2021.11.17
17:30:42 -08'00'

STACY HEINSEN
Manager, Tobacco Grant Program

For **ROB BONTA**
Attorney General



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: May 2, 2022

SUBJECT: Police - Approval – Res. 22____, Amending the 2021-2022 Police Department Budget to reflect the award of the Edward Byrne Memorial Justice Assistance Grants (JAG) Program in the amount of \$17,709.

ATTACHMENTS: 1. Resolution 22-____

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve a Resolution amending the 2021-2022 Police Department Budget to reflect the grant award from the Department of Justice Edward Byrne Memorial Justice Assistance Program in the amount of \$17,709.

EXECUTIVE SUMMARY

The Clovis Police Department has been awarded \$17,709 from the JAG Program to fund the purchase of a portable ballistic retrieval lab. The grant period started on October 1, 2021 and will end on September 30, 2022.

BACKGROUND

The funds are provided through the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant Program. This program furthers the Department of Justice's mission by assisting state and local efforts to prevent and reduce crime and violence. This funding is for the purchase of police equipment to enhance the safety and security of the City of Clovis. The funds will be utilized for the acquisition of police equipment and the replacement of expiring police equipment.

FISCAL IMPACT

Acceptance of this grant is not expected to impact the allocation of funds in the City budget.

REASON FOR RECOMMENDATION

To approve the amendment of the FY 2021-2022 Police Department Budget to reflect the award of Justice Assistance Grant funds of \$17,709.

ACTIONS FOLLOWING APPROVAL

After the Council's approval, the 2021-2022 Police Department Annual Budget will be amended as described. Program objectives are currently in-progress.

Prepared by: Sandi Macy, Management Analyst

Reviewed by: City Manager AM

RESOLUTION NO. 22-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AN AMENDMENT TO THE ANNUAL BUDGET FOR THE FISCAL
YEAR FOR 2021-2022**

WHEREAS, the City Council of the City of Clovis approved the 2021-2022 Budget on June 14, 2021; and

WHEREAS, the Police Department has been awarded \$17,709 from the Department of Justice Edward Byrne Memorial Justice Assistance Grant Program; and

WHEREAS, the City Council determines that these expenditures are necessary.

NOW, THEREFORE, BE IT RESOLVED by the City of Clovis that the 2021-2022 Budget be amended as provided in Attachment A “Summary of Expenditures, By Department”, “Summary of Expenditures by Fund.”

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on May 2, 2022, by the following vote, to wit:

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

DATED: May 2, 2022

Mayor

City Clerk

SUMMARY OF EXPENDITURES BY DEPARTMENT

DEPARTMENT

POLICE	\$17,709
TOTAL DEPARTMENT	\$17,709

SUMMARY OF EXPENDITURES BY FUND

GENERAL FUND	\$17,709
TOTAL FUND	\$17,709

All expenditures will be out of the grant budget 56300.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Administration
 DATE: May 2, 2022
 SUBJECT: Receive and File – Update on 325 Pollasky Avenue (Clovis Chamber of Commerce Building).

Staff: Andrew Haussler, Assistant City Manager
Recommendation: Receive and File

ATTACHMENTS: 1. Background Documentation

CONFLICT OF INTEREST

Mayor Jose Flores maintains financial interest in a property within 1,000 feet of subject property and, pursuant to law, must abstain from participation and decision regarding this item.

RECOMMENDATION

That the City Council receive and file the update on 325 Pollasky Avenue (Clovis Chamber of Commerce Building).

EXECUTIVE SUMMARY

Since 1986, the building located at 325 Pollasky has been occupied and maintained by the Clovis Chamber of Commerce through an agreement for conveyance of use. In 2018, City Council approved a resolution releasing all interest in the subject property. Since that time, the Clovis Chamber of Commerce has continued exploring future use of the property.

BACKGROUND

The building owned by the Clovis Chamber of Commerce is located at 325 Pollasky Avenue. It was built in 1914 and originally served as the Clovis Library. The construction was financed through a grant from the Carnegie Foundation, which funded 2,509 such libraries between 1883 and 1929. The building remained in continuous use as a public library until 1976, when the new Clovis Library opened at 1133 Fifth Street. In exchange for the new library site, the County of Fresno deeded ownership of the building and land at 325 Pollasky to the City of Clovis.

Upon taking possession of the property, the City of Clovis was committed to renovating and converting the building into a use which could serve as a public meeting space. However, the costs for renovation ranged from \$150,000 to \$160,000.

In 1979, the City of Clovis replaced the foundation at a cost of \$70,000. By 1983, a group of citizens managed to raise \$13,000 for additional restoration work. Those funds, along with donations of labor and supplies, enabled the group to complete some additional restoration work.

In 1986, the City of Clovis entered into an agreement with the Clovis Chamber of Commerce to transfer ownership of the building and property to the Chamber. The agreement included several conditions (“Reversionary Interest Conditions”), which were to be included in the deed conveying the property to the Chamber:

- Chamber must complete remodeling of the building.
- Chamber may not convey any interest in the property without consent of the City.
- Chamber must remain as a non-profit corporation organized as a chamber of commerce.
- Chamber must maintain the upper floor of the building for public use or short-term rental for public and community groups.
- Chamber must maintain the building in good condition and repair.

As part of the agreement, the City was also to retain the ability to take back title to the property in the event of a default by the Chamber.

Since 1986, the Chamber has continuously occupied the building. During that time, the Clovis Chamber of Commerce bore all costs for repairs and maintenance for the building and property. Some of these repairs and upgrades include total replacement of roof, total overhaul of landscaping and irrigation, and overhaul of front entry. Between 2012 and 2016, the building experienced issues which included the total failure of HVAC equipment, severe roof leak, and a water main break.

The building is also not ADA compliant, which has prevented the Chamber of Commerce from being able to legally operate inside the building.

In 2016, City of Clovis staff discovered that although the deed conveying the property from the City to the Chamber was executed in 1986, none of the Reversionary Interest Conditions required by the agreement were included in the deed. Also, the 1986 agreement was not recorded. Therefore, the legally enforceable status of the Reversionary Interest Conditions was in doubt.

In 2017, facing significant repairs to the HVAC system and building plumbing, and significant and costly upgrades to bring the building into compliance with ADA standards, the Chamber asked the City to be released from the Reversionary Interest Conditions. On September 10, 2018, the City Council approved Resolution 18-121 and released any interest the City had in the building and property, including releasing the Chamber from all Reversionary Interest Conditions. The stated purpose in Resolution 18-121 of releasing the Chamber was “so that the Chamber may move forward with future planning for the property and building consistent with the City’s Central Clovis Specific Plan and applicable zoning.” As a result of Resolution 18-121, the City has no legal or equitable interest in the building or property, and the Chamber is not subject to any conditions restricting the use of the building or development of the property other than the Central Clovis Specific Plan and applicable zoning.

Since 2018, the Chamber of Commerce Board of Directors and staff have explored options for the future of this building and property but have not made a final decision. Likewise, the City of Clovis has not been in receipt of any plans or applications for demolition, improvements, or redevelopment.

The City of Clovis has no legal interest in the subject property.

FISCAL IMPACT

The City of Clovis has no financial interest in the subject property.

REASON FOR RECOMMENDATION

The attached report serves as information only. Beyond the review of information by Council, no action is requested.

ACTIONS FOLLOWING APPROVAL

Staff will file information.

Prepared by: Shawn Miller, Business Development Manager

Reviewed by: City Manager *SM*

Exhibit 1

Final
SignAGREEMENT FOR CONVEYANCE OF
AND USE OF LAND AND BUILDING

This is an Agreement between the CITY OF CLOVIS, State of California, (City) and the CLOVIS CHAMBER OF COMMERCE, a California non-profit corporation (Chamber).

WHEREAS, City is the owner of certain real property and improvements commonly known as the "Carnegie Library," a site and building of historical interest, situated at 821 Pollasky Avenue, Clovis, California, and more particularly described as follows:

That certain real property situated in the City of Clovis, County of Fresno, State of California, described as follows:

Lots 26, 27 and 28 of Block 21 of the Town (now City) of Clovis, according to the map and plat of the Town (now City) of Clovis, on file and of record in the office of the County Recorder of said County; and

WHEREAS, Chamber is a California non-profit corporation organized under the laws of the State of California for various purposes which include the promotion of City's historical heritage and preservation of property of historical interest; and

WHEREAS, Chamber desires to acquire said real property and improvements and to complete remodeling and rehabilitation of same to preserve its historical heritage and interest and to make the property useable and available for community use by the public.

NOW, THEREFORE, City and Chamber agree:

1. City shall convey to Chamber the real property and improvements described above on the conditions and subject to the reversions set forth below.

2. City is currently in progress with certain rehabilitation and remodeling activities which will permit occupancy of the building. City will, at its cost and expense, complete the following:

- (a) All heating systems including start up.
- (b) All plumbing systems including testing.
- (c) All air conditioning systems including start up.
- (d) Bathroom fixtures and counters.
- (e) Outside underground irrigation systems.
- (f) Hardware for all doors.
- (g) Handicapped access (to be completed within one year of occupancy by Chamber).

Upon completion of these improvements, Chamber shall assume full responsibility for further maintenance and repair of the property conveyed.

3. Chamber shall acquire the necessary funds and complete the remaining rehabilitation and remodeling of the real property and improvements. Remodeling and rehabilitation to be completed by the Chamber shall include:

- (a) Floor coverings.
- (b) Interior design, painting and/or wall coverings.
- (c) Furnishings such as tables, chairs and dishes.
- (d) Kitchen facilities and dumbwaiter.
- (e) Exterior stucco repairs and painting.
- (f) Landscaping.
- (g) Rear lot parking area.

4. Upon request, City agrees that the reversionary interest of City set forth below shall be subordinated to one (1) loan Chamber may obtain prior to close of escrow from an established financial institution doing business in the City of Clovis, the terms and conditions thereof to be acceptable to City.

This subordination shall be conditioned upon the lender/trustee agreeing in writing to give City simultaneous notice of any default by Chamber with City to have the option to cure the default and receive good title, subject to such encumbrance, at any time prior to consummation of any sale under power of foreclosure.

5. Chamber agrees to each of the following conditions of reversion to be contained in the deed from City as specified in this paragraph. The deed shall provide:

"This conveyance is made on each and all of the following conditions in accordance therewith, to wit:

- (a) Grantee shall restore, use and maintain the real property and improvements thereon to preserve its historical heritage and interest and only for such purposes as are consistent with its nonprofit status and these instant restrictions, Grantee to use the lower floor for offices, kitchen and related uses. Pursuant to California Government Code Section 37361.1 the historical nature of this property shall be restored and preserved by Grantee for the benefit of the citizens of the City of Clovis and title shall revert to the Grantor in the event Grantee conveys any interest in the property, or any portion thereof, by any means (except for rentals as described below) to any person or entity which is not a nonprofit corporation involved with preserving and researching the history of the City of Clovis, any lawful transfer to be subject to all terms and conditions hereof which shall continue and be binding upon all successors in interest save and except Grantor.
- (b) Grantee shall continue to be a nonprofit corporation organized as a "Chamber of Commerce" under the laws of the State of California.
- (c) The entire upper floor of the building on the property shall be used, maintained and operated solely for public use or for short term rental to the public or community groups for use as a community, social or recreational meeting area.
- (d) The building shall be maintained in good condition and repair and Grantee shall at all times have in force fire, liability and extended coverage insurance issued by an insurance company doing business in the State of California in sufficient amount to replace the improvements thereon including but not limited to an amount sufficient to pay in full any loan, lien or encumbrance placed on the property by Chamber, all in a form, type and amount acceptable to Grantor as holder of the reversionary interest.

- (e) Grantee shall, at its own cost and expense, repair, rehabilitate and remodel said building in accordance with Section C above. This condition will be null and void and of no effect from and after April 15, 1987 unless the Grantor has prior to that date recorded with the Fresno County Recorder a notice describing the real property, referring to this deed and setting forth a failure to repair, rehabilitate or remodel.
- (f) Grantee will not default in any way on any lien to which this reversionary clause has been subordinated. Failure of Grantee to cure any default within thirty (30) days of demand for same shall be deemed conclusive proof of violation of this condition.
- (g) No lawful transfer of this property may be made by Grantee without sixty (60) days prior written notice of intention to convey being given to Grantor, Grantor having the sole and irrevocable option and right of first refusal to repurchase the property from Grantee upon a payment of one dollar (\$1.00).
- (h) Failure of Grantee to comply with any of said conditions or on Grantee's failure to use and to continue to use the real property and improvements thereon in compliance with any such condition, the real property shall revert to the Grantor immediately on Grantor recording, with the Fresno County Recorder, a notice of election to declare such reversion. Upon recordation of such notice the Grantor may immediately re-enter and occupy the premises.

6. Chamber agrees that any revenue from rental of the building for ~~public purposes as described above~~ shall be used as required for maintenance, ~~unkeep and debt service (for any loan subordinated under paragraph 4 above)~~ of the building. Any annual revenue in excess of these expenses shall be retained ~~one-half~~ by the Chamber for its purposes and ~~one-half~~ to such public purpose as the City Council of City may direct. Accounting of net receipts from revenues shall be made by the Chamber on its annual budget, a copy of which shall be furnished City, subject to further detail and/or audit upon City's request.

7. City and Chamber each agree to execute any and all documents reasonably convenient or necessary to carry out the terms of this Agreement. Transfer of title shall be for \$1.00 and other consideration as expressed herein, Chamber to minimize costs of transfer of title herein, City and

Chamber to share equally in such costs, not to exceed \$500 total. On any reversion, Chamber will forthwith deliver to City a quitclaim and such other documents as City may request to establish title in City free and clear of any claims or cloud on title by Chamber, save and except any loan to which City's reversionary interest has been subordinated.

8. In consideration of full and complete performance of the conditions hereof by Chamber, Chamber shall be entitled to receive one-half (1/2) the net proceeds of any sale of the property which occurs after completion of the full time period of any loan to which this Agreement has been subordinated.

IN WITNESS WHEREOF, City and Chamber have executed this Agreement this _____ day of _____, 1986.

CITY OF CLOVIS, a municipal corporation

CLOVIS CHAMBER OF COMMERCE, a non-profit corporation

BY [Signature]

BY [Signature]

Attest: [Signature]

Attest: _____

APPROVED AS TO FORM



[Signature]
Leland D. Stephenson, City Attorney

CM10(use)

Draft 3 - Page 1
 ALG:as - 12/12/85
 CM7(c2)

Exhibit 2

TO: Mayor and City Council
 FROM: Allen L. Goodman, City Manager
 DATE: December 16, 1985
 SUBJECT: Agreement for Conveyance of Carnegie Building to Clovis Chamber of Commerce

On the Council's November 25 agenda an agreement for transfer of the Carnegie Building was included on the agenda. Prior to the meeting, the item was removed at the request of the Chamber. The agreement has been substantially revised as a result of further discussions between the staff and the Chamber.

The City is conveying the building to the Chamber so as to preserve it as a historical building remaining in public use. ~~The Chamber is provided office space and the opportunity to receive income from rental of the upstairs room to community and private groups.~~

In transferring title to the building and property to the Chamber, the Chamber is receiving a property of considerable value. Conversely, the City benefits by the Chamber accepting responsibility for the use, maintenance and upkeep of this building. While it is impossible to perfectly balance these factors, it was agreed that an equal sharing of any revenues or proceeds from the building would be appropriate. It is for this reason that Section 6 provides that after upkeep and maintenance costs have been deducted, any net proceeds from rentals be shared one-half by the Chamber for its purpose and one-half by the City for public purposes as the Council may direct. Similarly, Section 8 provides that the Chamber and City will share equally in the proceeds of the sale of the building should that ever occur.

The basic format of the agreement remains the same with legal authority provided in Sec. 37361.1 of the Government Code. The new agreement has been simplified and more clearly sets forth the conditions of the sale.

Draft 3 - Page 2
ALC:as - 12/12/95
CM7:(2)

Two new sections (2 and 3) have been added to the agreement setting forth the improvements that will be required to be done by the City and those by the Chamber. Because of the nature of the work being done on the building some improvements required to be done by the City will of necessity have to be done after the Chamber takes access to the building. The principal work that will be done after the building is conveyed to the Chamber is completion of the landscape irrigation system and installation of the handicapped access.

It is the intent of the Chamber to obtain a loan to finance those improvements which are their responsibility. The agreement allows that the City's interest in the building be subordinated to this loan if this is required by the lender.

It will be noted in the agreement that the deed to the property retains with the City the ability to take back title to the building in the event of a default on the loan by the Chamber and restricts transfer title to a third party without the prior consent of the City. It should be emphasized that these provisions are in the agreement not in anticipation of there being utilized, but only to set forth what will happen in the event of unforeseen circumstances.

The final provision of the agreement sets forth the agreement between the City and Chamber as to the proceeds of any sale that might occur after the Chamber has paid off the loan it is taking out to complete its share of the building improvements. At the time that the Chamber has completed its obligation on the loan, it will have made a substantial contribution toward the asset which the building represents. Accordingly, it was felt equitable that the Chamber share in the proceeds should there be a sale of the building. Here again this provision was not included in anticipation of it being utilized. It is the full intent of the Chamber to use and occupy the building in perpetuity. On the other hand, conditions and circumstances may change so that other uses and/or disposal of the building will be in both the City's and Chamber's best interest.

Draft 3 - Page 3
ALG:as - 12/12/85
CM7(cb2)

Finally, a specific note needs to be made about provisions of handicapped access. From the outset, concern over handicapped access to the building has been a problem. The initial rehabilitation plan for the building called for a costly and unsightly handicapped ramp along the north side of the building. After more study and consideration it was determined that a handicapped lift, located near the northeast corner of the building would be much less costly. It had been hoped that public donations to the cost of this access, estimated at approximately \$15,000 could be found. To date, no donors have been found. In order to resolve this problem and provide handicapped access to both floors as required by State law, it is proposed that H/CD funds be utilized for this purpose from the City's 1986-87 allocation. (A report on HC/D projects will be on the Council's January 6 agenda.) This will assure that this access will be provided soon after the building is open for public use. In the meantime, efforts will be continued to get donations for this purpose.

Completion of the renovation of the Carnegie Library Building for continued public use has been a long sought goal of the City. The cooperation and efforts toward this goal by the Clovis Chamber of Commerce has been instrumental in achieving this goal. This agreement simply formalizes what has been an excellent working relationship on this project between the City and the Chamber.

RECOMMENDATION

It is recommended that the City Council adopt Res. 85-___ authorizing the City Manager to execute this agreement and recordation of the deed upon closing of escrow.

ALG:as
CM7(cb2)

Exhibit 3

MID CITY ESCROWS, INC.

AND WHEN RECORDED MAIL TO

NAME [Clovis Chamber of Commerce]
 ADDRESS [P. O. Box 207]
 CITY & STATE [Clovis, CA. 93613]

ESCROW No. 10288 TO 22537-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

NAME [as directed above]
 ADDRESS []
 CITY & STATE []

CONSIDERATION LESS THAN \$100.00

DOCUMENTARY TRANSFER TAX \$ NONE DUE

Computed on Full Value of Property Conveyed Or
 Computed on Full Value Less Liens and
 Encumbrances Remaining Thereon At Time of Sale.

MID-CITY ESCROWS, INC.

Grant Deed

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 CITY OF CLOVIS, a Municipal Corporation,

hereby GRANT(S) to
 CLOVIS CHAMBER OF COMMERCE, a non-profit Corporation,

the following described real property in the City of Clovis
 County of Fresno, State of California:

LOTS 26, 27 and 28 of BLOCK 21 OF THE TOWN (now City) OF CLOVIS, according to the
 map and plat of the Town (now City) of Clovis, on file and of record in the Office
 of the County Recorder of said County.

Dated January 21, 1986

CITY OF CLOVIS,
 a Municipal Corporation
 By: [Signature]

STATE OF CALIFORNIA
 COUNTY OF FRESNO) SS.
 On this 21 day of JAN, in the year
1986, before me, the undersigned, a Notary Public in
 and for said County and State, personally appeared
ALLEN L. BOGARD, personally known
 to me (or proved to me on the basis of satisfactory evidence) to be the
CITY MANAGER, CLOVIS, CA President, and

personally known to me (or proved to me on the basis of satisfactory
 evidence) to be
 secretary of the corporation that executed the within instrument, and
 acknowledged to me that such corporation executed the within instru-
 ment pursuant to its by-laws or a resolution of its board of directors.



Signature Jeffrey F. White

EXHIBIT 4

TO: Mayor and City Council
FROM: Allen L. Goodman, City Manager
DATE: July 1, 1985
SUBJECT: Carnegie Library Restoration

As the Council is aware, the City submitted a proposal to the Fresno Private Industry Council for a Summer Youth Employment Training project for the Carnegie Library Restoration project. The intent of this proposal was to move the restoration work along and respond to criticism within the Community of lack of progress on the library restoration. Approval of the application was received and funding for a work supervisor and up to 12 youths was granted, effective July 1, 1985.

In preparing to utilize the SYET program at the library, a review was made by the City Staff of work needing to be done and additional resources required to effectively utilize the SYET workers. This review revealed that in addition to obvious clean up work, renovation of the roof and roof structure was mandatory before other work could be done and/or SYET workers utilized. The cost estimate to repair the roof is \$20,000. \$3,800 is needed to fund materials and supplies for the SYET workers. Because this project was supposed to be a Community project with funding coming from donations and volunteer work, meetings were held with Committee Chairman Paul Spraez and the Citizens Committee to determine what, if any, funds are immediately available to get the roof repaired and provide funds for supplies and materials needed by the SYET workers. It was determined that no funding was available from the Committee.

Concurrent with work on preparing this report, it was discovered that a petition was being circulated in the Downtown area against any further expenditures for the Library. A blank page of the petition was acquired and is attached for Council information. To date the signed petition has not been submitted, however, it is known that at least 80 persons have signed the petition.

With this as background, the Council is presented with an issue of considerable concern and apparently some controversy within the Community - namely, should additional monies be appropriated and spent on restoration of the Carnegie Library. There are several alternative courses of action available. The following background information is presented to assist the Council in this decision.

HISTORY OF THE CARNEGIE LIBRARY BUILDING

The Carnegie Library Building is one of the oldest edifices still standing in Clovis. It is without a doubt the oldest "public building", having been constructed in 1914 through a grant from Andrew Carnegie, who funded well over 2,500 similar facilities throughout the Country.

7

From 1914 until 1976 it served Clovis as a public library, until it was replaced by the expanded library located in the Civic Center. In exchange for the site for the new library, the County deeded ownership of the Library to the City. Following its acquisition by the City there was considerable discussion as to the possible and appropriate uses for the building. An evaluation of the structural condition of the building was completed in 1977 and estimates prepared as to the probable costs to bring the building up to code necessary to convert it to a new use. In 1980, the estimate to renovate the building ranged from \$150,000 to \$160,000.

In 1979 the Carnegie Library Restoration Committee was chartered by the City and given the charge to work on rehabilitation of the library as a Community meeting facility. The City did contribute to the restoration of the building by awarding a contract for the reconstruction of the building foundation. Because of the extent of work required to replace the old brick and mortar foundation with the building in place, it was determined that this work could only be done by a professional contractor. This work was completed at a cost of approximately \$70,000.

In addition to this work, the Carnegie Library Committee has been able, primarily through donated work and materials to get a considerable amount of work accomplished. A steel support beam on the first floor was installed, the front entry way removed and reconstructed and demolition work was completed as a prerequisite to restorative work elements.

In addition to the donation of time and materials by various contractors within the Clovis area, and a considerable amount of time volunteered by the Committee itself, the Committee has raised and expended \$13,000 over the past five years on this project.

Despite the good efforts of many people, including the City Staff, to accomplish the restoration of this building, the project has languished and fallen behind in projected completion dates. Over the past few years, the work has been particularly slow, at least in outward appearance. The Committee has been unable to generate sufficient public contributions to complete the work, and there has been considerable public criticism of the uncompleted project as constituting an eyesore in the City's Downtown Business District.

As originally envisioned, the completed Carnegie building was to have been turned over to the Clovis Memorial District under the Joint Powers Agreement. Recent conversations with Stan King, Manager of the District, indicates that the District no longer desires to accept responsibility for the building, given the additional public meeting facilities that are now, or will be available (Senior Center, Memorial District, Twin Gables and the future Rodeo Association Building).

In addition to funds already spent on the building, the Council has approved utilization of \$18,400 in CEMP award funds for Heating-Ventilation-Air Conditioning improvements for the building. These funds cannot be spent until the roof repair is made.

The City is at a cross road on the Carnegie Library project. While it is true that the restoration work has not progressed quickly and the Committee has been unable to generate sufficient revenue to complete the work, the City has designated SYET program and CEMP funds for this work. In order to complete the

project to a usable condition, it is estimated that an additional \$90,000 to \$100,000 is required (assuming the work were to be let out for bid). (See attached cost estimate.) At the same time, Community support for the project is lacking and in fact, as attested to by the petition, there are those who believe that the project should be aborted and the building either sold or razed and the property used for Downtown parking. In addition, it is not certain how the building would be utilized and maintained if the renovation were completed.

At this point, the choices facing the Council are to:

1. Move ahead with renovation and find a public use for the building or sell it in a restored condition.
2. Abort the renovation project and order the building demolished, with the site to be either sold or used for parking.
3. Stop work on the renovation and attempt to find a buyer for the building in its present condition.

Arguments in favor of alternative one are that:

- It is believed that there is a valid and constructive use for a building of this size in the Downtown area. Discussions with Marty Charles, Manager of the Clovis Chamber of Commerce, indicate that at least on a preliminary basis the Chamber would be willing to consider moving into the building and using it for Chamber offices and a meeting facility.
- To demolish the building would be to place no value on the work that has been contributed to the renovation by the Committee and contractors and citizens.
- The Carnegie building does represent an historical link to the City's past that should be maintained.
- Additional work on the building, at least to the extent needed to correct structural deficiencies and bring the building into basic code compliance would not be wasted, even were the building to be sold. It is questionable if a buyer could be found who would commit to retaining the building in its current condition.
- If work on the project were to be stopped, the building would remain an eyesore for an uncertain length of time. This would not answer the criticism of there being no action on the building renovation.
- Action to abort the restoration project would not provide opportunity to find if there is a beneficial user, public or private, for the building. The building can always be torn down if within a responsible period it cannot be placed back into constructive use. Once demolished it can never be rebuilt.
- It would be easier to sell the building at a fair market value in a renovated condition as opposed to the condition it is in now.

Arguments in favor of the other alternatives are that:

- There is little public support for putting more money into the building.
- It may be difficult to sell the building, as restored, at a price which equals the amount put into the restoration work.

It is recognized that the Council is faced with a difficult decision and one that will not please everyone. On balance, it is the Staff's opinion that before action is taken to sell the building under conditions that would result in the building being demolished, that an attempt to find a beneficial public use should be made.

ALG:as
Attachments

CM4(6/85)
(cann restore)

PETITION TO THE CLOVIS CITY COUNCIL

This petition is from the below signed to the Clovis City Council to stop wasting tax payers money on the former Andrew Carnegie Library. The \$80,000.00 spent to date has been a waste. The building is a city eyesore and has been for over five years.

The site should be leveled and paved for parking or sold for a retail business building to be built.

This petition is sponsored by the Clovis Bingville Turf Club, an organization for the improvement of the City of Clovis.

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____
6 _____	_____	_____
7 _____	_____	_____
8 _____	_____	_____
9 _____	_____	_____
10 _____	_____	_____
11 _____	_____	_____
12 _____	_____	_____
13 _____	_____	_____
14 _____	_____	_____
15 _____	_____	_____

COST ESTIMATE
REMAINING WORK - CARNEGIE LIBRARY RENOVATION
June 1980

Roof Repairs 7-8 ^{10 AM}	\$ 20,000	to	\$ 25,000
Handicapped Ramp/Lift	10,000	to	15,000
Electrical 7-11 ^{9 AM}	5,000		5,000
Plumbing 7-9 ^{8 AM}	10,000		10,000
Concrete Work	5,000		5,000
Exterior Painting/Plastering	7,000		7,000
Mechanical (HVAC)	20,000		20,000
Chimney Repair	5,000		5,000
Landscape/Site Work	5,000		5,000
Miscellaneous - furn, Table, Chairs	<u>13,000</u>		<u>\$ 13,000</u>
act.	<u>\$50,000</u>		<u>\$100,000</u>

CM4(6/85)
(can restore)

#1. As the Executive Board we can only address -

A. We must abide with all legal rules contained in the Deed and any conveyances so attached.
 A legal Exhibit 1 - Conveyance of Dec? < use of land & Buildings.
 Exhibit 2. Dec 16, 1985 Staff report approved by Council.
 Exhibit 3 - Grant Deed

All information regarding

the Community Hall was presented to Exec Board and approved and the entire Board of Directors were informed.

Notes News LETTERS
 INDEPENDENT ARTICLES
 T.V. COVERAGE

Plans were approved in 1980.

Mention Joint Powers agreement referred to July 1, staff report

found on Page 2

We would be more than happy to work with any and all groups for a professional solution to the parking or problems arising from lack of parking in the downtown areas.



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: May 2, 2022

SUBJECT: Consider Approval – Res. 22-____, A Request to adopt a resolution approving the initiation of an application to amend the General Plan and Loma Vista Specific Plan with regard to street alignments, land use patterns, and master plan boundaries for the area designated as the Eastern Village within the Loma Vista Specific Plan.

Staff: Dave Merchen, City Planner

Recommendation: Approve

ATTACHMENTS: 1. Res. 22-____
2. Working Concept - Amended Circulation and Land Use Diagram

CONFLICT OF INTEREST

None.

RECOMMENDATION

Staff recommends that the Council adopt a resolution initiating an application to amend the General Plan and Loma Vista Specific Plan with regard to street alignments, land use patterns, and master plan boundaries for the area designated as the Eastern Village within the Loma Vista Specific Plan as illustrated in Figure 1 on the following page.

EXECUTIVE SUMMARY

The Loma Vista Specific Plan was adopted by the City in March of 2003, establishing the development plan for the 3,307-acre Southeast Urban Center. One of the key features in the Loma Vista planning area is the looping, curvilinear alignment of Loma Vista Parkway and some of the connecting streets. As interest in new residential development in this area has increased, the development community has identified the curvilinear streets, and the land use patterns that are based on those streets, as constraints. Staff met owners in the vicinity of the affected streets in March of this year, at which time the owners relayed a consensus to modify the street layout to reflect a more conventional grid pattern, while retaining as much of the original intent of the Loma Vista Specific Plan as possible. Because the current land use pattern is based on the curvilinear streets, the land use plan would also need to be modified accordingly.

The changes to the street and land use pattern would require amendments to the General Plan and the Loma Vista Specific Plan. An area comprised of roughly 400 acres would be affected, including approximately 18 parcels under several different ownerships. Because the amendments extend beyond the scale of an owner-initiated development project, staff is recommending that the Council initiate the general plan and specific plan amendments as a City-led project.

Figure 1: General Plan and Specific Plan Amendment Project Boundary



BACKGROUND

Interest in the remaining undeveloped portions of the Loma Vista Specific Plan that are designated for residential development has been increasing over the last few years. As evaluations of development feasibility have occurred, the curvilinear street alignments within this area have been identified as constraints. Because the curvilinear alignments don't have any relationship to existing parcel boundaries, involvement by several owners may be required to develop the streets necessary to serve a single project. Some properties have little or no street frontage, while others are disproportionately affected with multiple rights of way traversing through a parcel. Similarly, because the land use patterns are oriented around the curvilinear

streets, multiple land use designations may be applied to a single ownership. This can make it difficult to develop a cohesive project while demonstrating compatibility with multiple land use designations.

The curvilinear street configuration adopted in conjunction with the Loma Vista Specific Plan continues to be desirable from a circulation function and community design perspective. However, staff concurs with the evaluations that have determined that these features have become a constraining factor. Similar conclusions were reached by the City and the development community for portions of the Loma Vista Community Centers area (on Shaw between DeWolf and Leonard). In 2017, the City amended its planning documents to convert curvilinear, looping streets within that area to a rectangular grid.

Staff met with affected owners in March of this year. At that time, the owners relayed a consensus to modify the street layout to reflect a more conventional grid pattern, while retaining as much of the original intent of the Loma Vista Specific Plan as possible. This includes ensuring that a revised street layout provides sufficient capacity to carry traffic to and through the project area, therefore limiting the number of signalized intersections that would slow traffic along the length of the Loma Vista Parkway. It would also include continuing to accommodate the planned community center, which is a small, pedestrian-oriented shopping district that extends between two primary streets. Ultimately, the street layout must also accommodate the future development of a 50-acre Sanger Unified School District campus within the project area. The working concept for the revised circulation layout is included as Attachment 2.

If the City Council approves the initiation of the general plan and specific plan amendments, Staff will work with affected owners and interested parties on three project components, as follows:

- **Circulation Adjustments:** Amendments to the General Plan and Loma Vista Specific Plan Circulation Elements to incorporate revised street alignments based on those shown in Attachment 2.
- **Land Use Changes:** Amendments to the General Plan and Loma Vista Specific Plan Land Use Map to incorporate revisions to the land use designations that would be necessary to accommodate the changes to the street layouts. The total acreage for each land use designation and the allowable development yield would be approximately equal to the existing land use pattern. Conceptual land use changes are also shown in Attachment 2.
- **Master Plan Boundary Modification:** The Loma Vista Specific Plan requires that a master plan be prepared for certain areas with its boundary before individual development projects can be approved. The boundary of the subject general plan and specific plan amendment, as shown in Figure 1 above, roughly coincides with the boundary for one of these master plan areas, identified as the Eastern Village. Because of the nearly 400-acre total size of the Eastern Village, and the number of parcels under separate ownerships, staff is recommending that the language in the Loma Vista Specific Plan be revised to allow master planning for this Village to be completed in two parts rather than one. This will retain the benefits of preparing and adopting a master plan but reduce the difficulty of coordinating development under multiple ownerships.

FISCAL IMPACT

If initiated, staff would process the amendment and the City would bear the processing costs. The application fees this general plan amendment would be approximately \$35,000.

REASON FOR RECOMMENDATION

The proposed amendments to the General Plan and Loma Vista Specific Plan will reduce constraints to development while retaining the intent of the Loma Vista Specific Plan to the extent possible. An area comprised of roughly 400 acres would be affected, including approximately 18 parcels under several different ownerships. Because the amendments extend beyond the scale of an owner-initiated development project, staff is recommending that the Council initiate the amendments to the General Plan and Specific Plan as a City-led project.

ACTIONS FOLLOWING APPROVAL

Staff will prepare amendments to the 2014 Clovis General Plan and the Loma Vista Specific Plan for consideration by the Planning Commission and City Council.

Prepared by: Dave Merchen, City Planner

Reviewed by: City Manager *JH*

**DRAFT
RESOLUTION 22-_____**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING THE INITIATION OF AN APPLICATION TO AMEND THE GENERAL PLAN AND LOMA VISTA SPECIFIC PLAN WITH REGARD TO STREET ALIGNMENTS, LAND USE PATTERNS, AND MASTER PLAN BOUNDARIES FOR THE AREA DESIGNATED AS THE EASTERN VILLAGE WITHIN THE LOMA VISTA SPECIFIC PLAN

WHEREAS, the Loma Vista Specific Plan was adopted by the City in March of 2003, establishing the development plan for the 3,307-acre Southeast Urban Center; and

WHEREAS, one of the features in the Loma Vista planning area is the looping, curvilinear alignment of Loma Vista Parkway and some of the connecting streets; and

WHEREAS, the development community has identified the curvilinear streets, and the land use patterns that are based on those streets, as constraints to development; and

WHEREAS, the circulation and land use patterns adopted as part of the Loma Vista Specific Plan have been incorporated into the 2014 General Plan; and

WHEREAS, the City Council has determined that it is in the City’s interest to consider amendments to the General Plan and Loma Vista Specific Plan that may remove unnecessary constraints while retaining the intent and purpose of the Loma Vista Specific Plan; and

WHEREAS, amendments to the General Plan and the Loma Vista Specific Plan would affect an area comprised of roughly 400 acres, including approximately 18 parcels under several different ownerships, constituting a project scope that extends beyond the scale of an owner-initiated development project; and

WHEREAS, the City Council finds merit in considering amendments to the General Plan and Loma Vista Specific Plan as a City-led project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis Council approves the initiation of an amendment to the General Plan and Loma Vista Specific Plan with regard to street alignments, land use patterns, and master plan boundaries for the area designated as the Eastern Village within the Loma Vista Specific Plan.

* * * * *

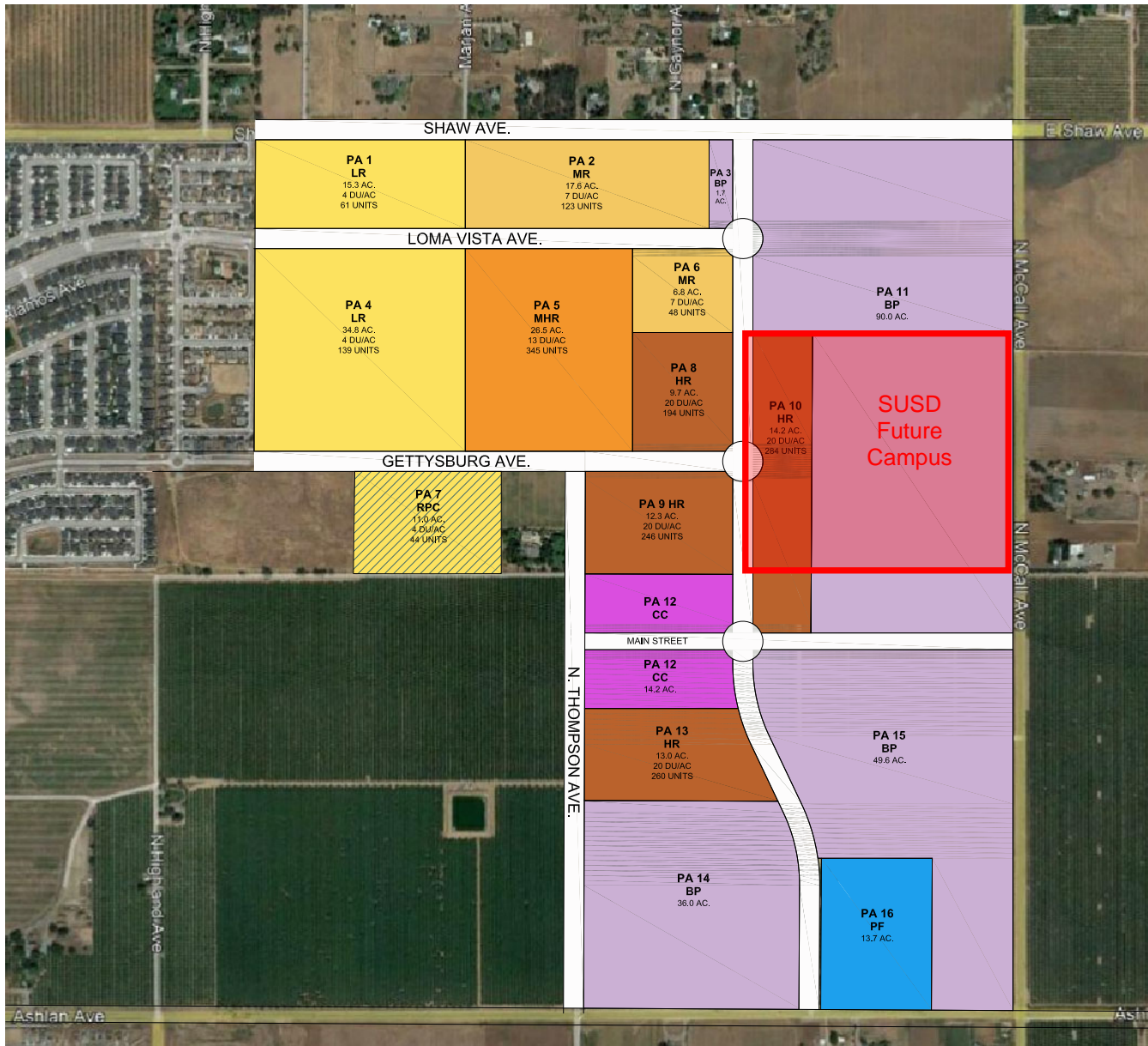
The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on May 2, 2022, by the following vote, to wit.

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: May 2, 2022

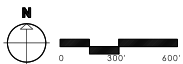
Mayor

City Clerk



PROJECT SUMMARY TABLE					
TOTAL SITE AREA		366.4 ACRES			
TOTAL UNITS		1,744 UNITS			
TOTAL DENSITY		4.8 DU/AC			
PLANNING AREA SUMMARY					
PLANNING AREA	LAND USE	ACRES	DENSITY	# UNITS	
1	LR - LOW DENSITY RES.	15.3	4	61	
2	MR - MEDIUM DENSITY RES.	17.6	7	123	
3	BUSINESS PARK	1.7			
4	LR - LOW DENSITY RES.	34.8	4	139	
5	MHR - MED/HIGH DENSITY RES.	26.5	13	345	
6	MR - MEDIUM DENSITY RES.	6.8	7	48	
7	RPC - RES. PLANNED COMM.	11.0	4	44	
8	HR - HIGH DENSITY RES.	9.7	20	194	
9	HR - HIGH DENSITY RES.	12.3	20	246	
10	HR - HIGH DENSITY RES.	14.2	20	284	
11	BP - BUSINESS PARK	90.0			
12	CC - COMMUNITY COMMERCIAL	14.2			
13	HR - HIGH DENSITY RES.	13.0	20	260	
14	BP - BUSINESS PARK	36.0			
15	BP - BUSINESS PARK	49.6			
16	PF - PUBLIC FACILITY	13.7			
TOTAL		366.4		1,744	

NOTE: STREET ALIGNMENTS AND PARCEL SIZES ARE CONCEPTUAL AND SUBJECT TO CHANGE BASED ON MORE ACCURATE BOUNDARY AND STREET LAYOUT DATA.





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: May 2, 2022

SUBJECT: Consider Approval – Res. 22-____, A Request authorizing the City Manager to execute a consultant agreement between the City of Clovis and De Novo Planning Group (De Novo) for services related to preparation of the 2014 Clovis General Plan Review and Guidance Document.

Staff: Ricky Caperton, Deputy City Planner

Recommendation: Approve

ATTACHMENTS: 1. Res. 22-____, Consultant Agreement
2. Request for Proposal
3. De Novo Planning Group Proposal

CONFLICT OF INTEREST

None.

RECOMMENDATION

Staff recommends that the City Council approve a request authorizing the City Manager to execute a consultant agreement (**Attachment 1**) between the City of Clovis and De Novo Planning Group (De Novo) for services related to preparation of the 2014 Clovis General Plan (General Plan) Review and Guidance Document (Guidance Document).

EXECUTIVE SUMMARY

On December 14, 2021, the City issued a Request for Proposal (RFP) (**Attachment 2**) inviting qualified planning firms to submit a proposal to conduct a review of the 2014 Clovis General Plan and provide a summary of options, strategies, and recommendations for a potential update to the General Plan itself.

Following a competitive process, which included consultant interviews, staff recommends De Novo for preparation of the Guidance Document. The purpose of this will be to provide Staff and Council information to better understand what a scope of work could entail for an update to the 2014 Clovis General Plan.

If approved, Staff anticipates presenting the Guidance Document to Council sometime in the fall/winter of 2022, at which time Staff will also seek direction regarding an update to the General Plan. Depending on the direction provided, the City will then begin preparing an RFP using information from this first phase to define the scope of work for a general plan update.

BACKGROUND

The City of Clovis adopted its current General Plan in August 2014, which represented the first major update to the City's General Plan since 1993. As part of the 2014 General Plan, the Clovis Development Code was also extensively updated. Although the existing General Plan is less than 10 years old, there have been several factors that have resulted in growing interest by Council, the local Building Industry Association (BIA), and other stakeholders, to update the General Plan, such as those listed below. Each topic has a more detailed discussion provided in the RFP included as **Attachment 2**.

- Changes to housing and transportation law
- Housing density in relation to the Sixth Cycle Housing Element
- Environmental and land use constraints
- Increase in requests for annexations and sphere of influence amendments
- Increase in requests for general plan amendments
- Water and infrastructure planning
- Redevelopment of aging shopping centers

Based on the factors listed above, Staff's recommendation is to first begin with a consultant to review the current General Plan and identify any areas that need updates based on new laws, and to understand what currently works and doesn't work related to implementation of the existing General Plan. The purpose of this "first phase" of work is to inform the contents of a subsequent RFP for an update to the Clovis General Plan itself by outlining options and potential strategies for what should be included in an update.

Because general plan updates can range from focused updates to extensive overhauls, such as the last update in 2014, this "first phase" will help to better define the level of effort that would be necessary to achieve desired outcomes.

PROPOSAL AND ANALYSIS

The City issued an RFP on December 14, 2021 which resulted in eight (8) proposals from consultants. Out of the 8 submitted, the top five (5) were interviewed by Staff on Friday, March 4, 2022. Based on the interviews, Staff recommends De Novo Planning Group. De Novo's proposal, as submitted, is included as **Attachment 3**.

Overall, De Novo demonstrated the experience and the best understanding of what the City was looking to achieve with this effort. De Novo also indicated sufficient capacity to meet the schedule within a reasonable cost. Per the RFP, the Guidance Document will generally consist of the following:

- Introduction
- Overview of Key Regulations

- Summary of Key Issues
- Strategy and/or Recommendations
- Estimate of Time and Budget

Although the Guidance Document is not intended to analyze any particular topic in great detail or specificity, it will include general guidance and strategy recommendations for some of the key topics. These topics will include identifying potential constraints related to expansion of the City's Sphere of Influence (SOI) and/or City boundary as part of a greater general plan update.

Scope of Work, Cost, and Timeline

The full scope of work from De Novo can be seen in **Attachment 3**. However, typical of the RFP and proposal process, the initial proposed scope of work is often refined to fine-tune exact details of the final scope. If Council approves the request to move forward, Staff will immediately begin working with De Novo to refine the scope of work (as needed) and begin work.

To highlight some of the key components of the scope, De Novo recommends up to three (3) public hearings and/or workshops with the Planning Commission and City Council to solicit input from the decision-making bodies regarding the effectiveness of the existing General Plan and to gain an understanding of the issues and topics that should be included in an update.

This first phase will also include meetings with the local Building Industry Association (BIA), and other stakeholders to solicit input regarding effectiveness of the existing General Plan, and also broad suggestions or ideas for inclusion in a general plan update. The scope also includes preparation of a summary of key regulations that have taken affect since adoption of the existing General Plan, with focus on those that are related to planning (i.e. housing, environmental, etc.), which will assist in understanding where key updates are needed to comply with new and/or changed regulations.

The RFP specified a budget not to exceed \$75,000 and to complete the work within six (6) months. De Novo proposes a budget not to exceed \$60,000 within that same time frame. Staff recommends an additional \$10,000 in contingency to be used only under the discretion of the Planning & Development Services Director. The purpose of the contingency is to account for any unforeseen overages and/or if the revised scope results in additional work beyond the original proposal.

Consultant Agreement

The draft consultant agreement is included as part of **Attachment 1** and is the City's typical consultant agreement for similar work efforts.

FISCAL IMPACT

The total contract amount is for \$70,000, which includes a contract amount of \$60,000 and up to \$10,000 in contingency funds which can only be utilized with approval from the Planning & Development Services Director. This will be funded using the City's General Plan Consultant revenues, which has adequate capacity to fund this effort.

REASON FOR RECOMMENDATION

Staff is seeking Council approval based on the information and justification provided in this staff report, as well as interest conveyed by the Council, BIA, and other stakeholders in an update. This effort will provide Staff and Council a better understanding of the options available, the level of commitment needed for a General Plan Update, and what to expect in terms of resources needed based on desired outcome.

ACTIONS FOLLOWING APPROVAL

If directed by City Council to proceed, the following would occur (not necessarily in the order shown):

- Staff will work with De Novo to refine scope of work and execute consultant agreement.
- Staff will identify dates for Planning Commission and/or Council workshops for input.
- Staff and De Novo will begin preparation of Guidance Document.

Prepared by: Ricky Caperton, Deputy City Planner

Reviewed by: City Manager *RM*

**DRAFT
RESOLUTION 22-_____**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT AGREEMENT
BETWEEN THE CITY OF CLOVIS AND DE NOVO PLANNING GROUP FOR SERVICES
RELATED TO PREPARATION OF THE 2014 CLOVIS GENERAL PLAN REVIEW &
GUIDANCE DOCUMENT**

WHEREAS, the City of Clovis (City) issued a Request for Proposal (RFP) on December 14, 2021, soliciting proposals for the preparation of the 2014 Clovis General Plan (General Plan) Review & Guidance Document from qualified planning firms; and

WHEREAS, the City requires assistance from an external consulting firm to assist with the preparation of a General Plan Review and Guidance Document to provide information to be able to inform a subsequent RFP for a future update to the 2014 Clovis General Plan; and

WHEREAS, after soliciting proposals through a Request for Proposals process starting in December 2021, De Novo Planning Group (De Novo) was selected to perform these services based on their substantial experience with the preparation of general plans and other similar projects.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis Council authorizes the City Manager to execute a consultant agreement (attached hereto as **Attachment A**) between the City of Clovis and De Novo Planning Group addressing the preparation of the 2014 Clovis General Plan Review & Guidance Document.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on May 2, 2022, by the following vote, to wit.

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

DATED: May 2, 2022

Mayor

City Clerk

**CITY OF CLOVIS
CONSULTANT SERVICE AGREEMENT**

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

RECITALS

- A. City desires to obtain services related to the preparation of the 2014 General Plan Review and Guidance Document ("Services") more fully described in **Exhibit A**, and, if applicable, as further set forth in the proposal from Consultant attached as **Exhibit B**, which are incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

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

AGREEMENT

1. **Scope of Services.** Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A & B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. **Priority and Conflicts; Exclusions.** If the terms and requirements of this Agreement and/or **Exhibit A** conflict with **Exhibit B**, this Agreement and **Exhibit A** shall control. No contractual terms and/or conditions found in **Exhibit B** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. **Term of Agreement; Commencement of Services; Schedule.** The term of this Agreement shall commence on the Effective Date, and Consultant shall begin performing the Services on that date, unless otherwise instructed by City. This Agreement shall terminate with in conformance with the schedule as set forth in **Exhibit A**, unless extended beyond that date by mutual consent of the Parties, for a period not exceeding 6 months. This Agreement may be terminated prior to the end of the term pursuant to Section 17 herein.

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

ATTACHMENT A

4. Payment for Services. City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit A** or in Consultant's Proposal, which is set forth in **Exhibit B**, as applicable. The total amount paid by City to Consultant shall not exceed seventy thousand Dollars (\$70,000). This amount includes \$60,000 for the scope of work outlined in **Exhibit A and/or Exhibit B** and ten thousand Dollars (\$10,000) of contingency funds which may only be utilized with the approval of the Planning & Development Services Director. This contingency amount is to account for any unforeseen circumstances and/or modifications to the scope.

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

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

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

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

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

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

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

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

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

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

16. City Right to Employ Other Consultants. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Consultant, this Agreement and performance of the

Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

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

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

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

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

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

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

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

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

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has

consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

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

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

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

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

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

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

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

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

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

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

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this

Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

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

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

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

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

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

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

34. Licensing. Consultant shall maintain all appropriate licenses required by the applicable profession to perform the Services throughout the performance of this Agreement. Consultant shall also obtain and maintain a City of Clovis Business Tax Certificate prior to commencing performance of the Services.

35. Prevailing Wages; Apprenticeship. When the Services constitute a public work under the Labor Code, the Services shall be performed in accordance with the provisions of Section 1770 et seq. of the Labor Code

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

[Signature Page Follows]

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

CONSULTANT

CITY OF CLOVIS

By: _____

By: _____
John Holt, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Consultant

Company Name
Attn: Name
Title
Address
City, State

_____ [E-Mail Address]
_____ [Phone Number]

City of Clovis

Department Name
Attn: Name
Title
1033 Fifth Street
Clovis, CA 93612

_____ [E-Mail Address]
_____ [Phone Number]

ATTEST

Karey Cha, City Clerk

APPROVED AS TO FORM

Scott G. Cross, City Attorney

file:///J:\WDOCS\00601\037\AGT\00661286.DOC

EXHIBIT A

DESCRIPTION OF SERVICES

[Scope will be inserted upon finalization of scope upon approval to proceed by Council]

EXHIBIT B CONSULTANT PROPOSAL

[Proposal will be inserted upon finalization of scope upon approval to proceed by Council]

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D SIGNING AUTHORITY

[Will be inserted upon approval to proceed by Council]



CITY *of* CLOVIS

PLANNING & DEVELOPMENT

City of Clovis General Plan Review and Guidance Document Request for Proposal

RFP Issued: December 14, 2021

PROPOSAL DUE DATE:

Friday, January 14, 2022 by 3:00 p.m.

LEAD AGENCY CONTACT:

Ricky Caperton, AICP
Deputy City Planner
559-324-2347

rcaperton@cityofclovis.com

City of Clovis
Planning and Development Services
1033 Fifth Street
Clovis, CA 93612

ATTACHMENT 2

A. INTRODUCTION

The City of Clovis (City) invites qualified planning firms with experience preparing general plans to submit a proposal to conduct a review of the 2014 Clovis General Plan (General Plan) and provide a summary of options, strategies, and recommendations for an update to the General Plan. The City is considering the initiation of a general plan update and intends to evaluate the information provided in this initial review before establishing a work plan and scope for a subsequent update.

Examples of the topics under consideration include evaluating the potential for a focused or comprehensive update, optional elements, planning area, horizon year, public outreach strategies, role and function of an advisory committee, and degree of detail included in the environmental analysis, etc.

The City has determined that this project represents a stand-alone work effort and is not a required precedent to any future project, including a general plan update. If and when the City chooses to proceed with such an update, consultant selection will occur through a new and separate competitive process (Request for Proposal). The firm selected to prepare the General Plan Review will not be precluded from submitting a proposal for a future update but will not be selected on the basis of having performed the Review.

B. SCOPE OF WORK

At a minimum, the General Plan Review should include a summary of options, strategies, and recommendations for an update to the City's General Plan, incorporating the following elements:

- **Introduction:** Provide a brief introduction to the document and its intent, as well as a table of contents to the summary document.
- **Overview of Key Regulations:** This section should identify and provide a brief overview of any key regulations since 2014 that should be considered in an update, such as new housing laws (SB 330, SB 9 & 10), environmental justice (SB 1000), climate adaption (SB 379), and transportation (SB 743). Explain the impact of the new regulations on any general plan update effort the City may choose to initiate.
- **Summary of Key Issues:** This section should identify any key issues that should be addressed in an update, including identifying any areas in the existing Clovis General Plan that may be deficient or that need particular attention based on new or updated regulations since 2014. The summary of key issues should also include any objectives identified by the Consultant or the City that would impact the scale or scope of a general plan update, including but not limited to the issues described under Section C below. The scope of work should anticipate at least one in-person meeting with the City to identify and discuss key issues and objectives. Additional conference calls may be needed.

The summary of key issues will be presented to the City in an administrative draft memorandum. A final draft, incorporating any comments provided by the City, will then be prepared by the Consultant and submitted to the City. All documents to be provided in Word and PDF formats.

- **Strategy and/or Recommendations:** This section should provide a discussion addressing options, strategies, and recommendations for a general plan update based on the key issues identified in the task described above. The emphasis of this section is the evaluation of a focused versus comprehensive update. Additional considerations include the value of optional elements, planning area, horizon year, public outreach strategies, role and function of an advisory committee, and degree of detail included in the environmental analysis. This should also consider

strategies and recommendations related to fiscal sustainability, incorporation of the housing element, and economic development.

The strategy and recommendations discussion will be presented to the City in an administrative draft report. A final draft, incorporating any comments provided by the City, will then be prepared by the Consultant and submitted to the City. All documents to be provided in Word and PDF formats.

- **Estimate of Time and Budget:** Provide a rough cost estimate and timeframe to complete each strategy and recommendation identified above. I. Also identify the cost and timeframe of all necessary environmental reviews associated with the work. .
- **Coordination Meetings:** The Consultant should assume coordination meetings with the City throughout the Review on a semi-frequent basis to address any questions or comments as the Review is being conducted. Meetings can be virtual and/or in-person as needed.
- **Public Meeting:** The Consultant should assume participation in at least two public meetings (i.e. Planning Commission and/or City Council) to review and/or present the findings and recommendations.

C. BACKGROUND

The City of Clovis adopted its current General Plan in August 2014. This was the first major update to the City's General Plan since 1993. As part of the 2014 General Plan, the Clovis Development Code was also extensively updated. Although the existing General Plan is less than 10 years old, there have been several factors that have resulted in growing interest to update the General Plan. These factors are further summarized below.

- **Housing and Transportation:** In response to several key housing and transportation laws, the City is seeing more projects with requests for higher density either on infill lots or on the fringe of the City and/or Sphere of Influence (SOI) limits. This is due in part because of rising land and development costs where higher density is needed for the economic feasibility of projects.
- **Housing Density in Relation to the Sixth Cycle Housing Element:** The City's Sixth Cycle Housing Element is due in December of 2023, with grant funding requirements accelerating the planned completion date to September of 2023. The City has already engaged with Ascent Environmental to prepare the City's 6th Cycle Housing Element. Therefore, the Housing Element would not be included as part of any broader general plan update. However, the City will need to evaluate and plan for higher density sites to meet its Sixth Cycle Regional Housing Needs Allocation (RHNA) obligations. This may necessitate changes to existing land use designations as well as potential changes to the density ranges allowed under existing land use designations. When and how these changes are made should be considered as part of the Review.
- **Environmental and Land Use Constraints:** Primarily as a result of SB743, there have been several projects that are more likely to require preparation of Environmental Impact Reports (EIRs) based on potential VMT impacts. In addition, there are potentially sensitive biological resources north of Shepherd Avenue in areas that were previously planned for development in our existing General Plan that may no longer be appropriate for future development. Thus, many acres of land that were previously land use planned for future development may not be as developable as once considered. In addition, much of the land on the fringes of the City or just outside of the limits is characterized by rural residential land use patterns (approx. 2 acre properties) resulting in difficulties for future development due to competing interests between the rural and urban interface.

- **Annexations and Sphere of Influence Requests:** In recent years, the City has received an increasing number of requests and inquiries for amendments to the City's SOI boundary, as well as annexations. This is partly due to growth patterns designated in the City's current General Plan, such as the Heritage Grove (formerly Northwest Urban Center) which is land that is within the City SOI, but requires annexation. Additionally, these requests can also be attributed to Loma Vista beginning to reach its residential capacity.
- **General Plan Amendments:** Primarily in response to housing laws, the City has seen increased requests for amendments related to increasing density. This is primarily to defray rising costs in land development.
- **Water and Infrastructure Planning:** As densities continue to increase, water and infrastructure planning will need to be evaluated as well. As a matter of land use, the general plan update should include strategies for increased water conservation and revisit how to develop infrastructure in areas of the City to stimulate growth, taking into consideration water rights within various water districts in the area (i.e. Fresno Irrigation District, Garfield, etc.).
- **Redevelopment of Shopping Centers:** Exacerbated by COVID-19, there are older commercial areas in the City that could be poised for redevelopment and provide opportunities for future development, such as housing and mixed-use. This area is primarily along the Shaw Avenue corridor between Temperance Avenue and Highway 168.

D. CITY OF CLOVIS

The City of Clovis limit includes approximately 15,000 acres (23 square miles) and another approximately 5,700 acres (9 square miles) within the City SOI. Clovis has a population of approximately 120,000. The 2014 Clovis General Plan identifies future growth areas as "urban centers." These urban centers are generally designed to each accommodate a mix of commercial and residential, including 10,000 homes, and approximately 30,000 people. These urban centers are referred to as Heritage Grove (formerly the Northwest Urban Center), Loma Vista (formerly Southeast Urban Center), and the Northeast Urban Center.

Loma Vista (southeast area of the City) is the subject of a specific plan adopted by the City in 2003 and is approximately 70% built out. The first phase of a neighborhood commercial center within the specific plan boundaries has been operational for about a year and a separate 23 acre shopping center was recently entitled at the southwest corner of Leonard and Shaw Avenues. There is also a new fire station (Fire Station 6) under construction, as well as an application in to master plan 300 acres of property east of Clovis East High School. The master plan is required by the Loma Vista Specific plan before the subject properties can be developed.

Heritage Grove (northwest area of the City) has recently begun construction of residential near Clovis and Shepherd Avenues. In addition, the City has recently entered into contract with an environmental firm for preparation of an Environmental Impact Report (EIR) for a Specific Plan covering approximately 888 acres near the northeast corner of Shepherd and Willow Avenues.

The Northeast Area recently annexed approximately 1,000 acres in to the City SOI, and there has been interest in master planning that acreage, as well as annexing into the City. One of the major challenges for development in this area is sewer and water infrastructure. The land use designations for this area include a focus on employment generating uses (commercial and industrially-related development) together with some residential.

The existing General Plan, including relevant master and specific plans can be viewed on the City's website at <https://cityofclovis.com/planning-and-development/planning/>.

E. PROPOSAL CONTACT

All correspondence related to this Request for Proposal (RFP) shall be directed to Ricky Caperton, AICP, Deputy City Planner, at the contact information below:

Ricky Caperton, AICP
 Deputy City Planner
 City of Clovis
 Planning and Development Services
 (559) 324-2347
rcaperton@cityofclovis.com

F. PROPOSAL SUBMISSION REQUIREMENTS

1. RFP QUESTIONS AND RESPONSES

Questions regarding the RFP and/or proposed Project may be directed to the contact above by Tuesday, December 28, 2021 at 5:00 p.m. Responses to questions received will be provided to the firms by Tuesday, January 4, 2022. Prior to submitting questions, please thoroughly read through the RFP. The City reserves the right to answer or not answer questions received and may consolidate or summarize questions received.

2. PROPOSAL DUE DATE

Proposals are due in electronic format only (e.g., PDF) to the contact listed above no later than **Friday, January 14, 2022 by 3:00 p.m.** Proposals received after this date and time will not be accepted. Proposals shall be transmitted either as an attachment or hyperlink (i.e. sharefile or FTP) that can be accessible with the click of the link (i.e. no sign-in required). It is encouraged that you test the link prior to transmitting the proposal to prevent any delays in submission.

The City reserves the right to amend, withdraw, and/or cancel this RFP, as well as reject all responses to this request prior to contract execution. The City also reserves the right to request or obtain additional information about any and all proposals.

3. PROPOSAL FORMAT AND PAGE LIMITS

Proposals shall not exceed 25 total pages (formatted to 8.5 inches x 11, front and back is ok). Staff resumes are okay as appendices and will not count towards the page limit; however, please do not reference additional or complete scope of work as an appendix as part of the proposal.

G. SELECTION PROCESS

Proposals will be evaluated based on the criteria below.

<p>Firm Experience and Project Team:</p> <ul style="list-style-type: none"> • Does the firm and the project team possess the experience for the proposed work? • If no direct experience with similar projects has been completed, has it been sufficiently demonstrated the firm can perform the scope of work requested? 	<p>_____/20 points</p>
<p>General Plan Update Approach:</p> <ul style="list-style-type: none"> • Has the firm provided clear options for update strategies and recommendations? • Has the firm provided a clear scope of work that meets the needs of the project? 	<p>_____/20 points</p>

Timeline: <ul style="list-style-type: none"> Has the firm provided a clear timeline of project completion, including identification of key deliverables? 	_____/15 points
Cost: <ul style="list-style-type: none"> Has the firm provided a cost estimate that clearly identifies key staff, number of hours of each task, and hourly rate? 	_____/10 points
TOTAL	_____/65 points

Based on review of the proposals, the City may select only those who have sufficiently demonstrated the abilities to complete the project for an interview. The City reserves the right to interview some, all, or none of the consultants based on the content of their proposal.

H. TIMELINE AND COST

The City anticipates that these efforts can be completed in approximately 6 months at a cost not to exceed \$75,000. It is recommended that a percentage or specific dollar amount is included as contingency funds that may only be used with approval of the Planning Director, or City Planner.

TASK	TIMELINE*
RFP Issued	December 14, 2021
RFP Questions Due	December 28, 2021
RFP Responses to Questions	January 4, 2022
Proposals Due	January 14, 2022
Consultant Notifications	By end of January, 2022
Consultant Interviews	Mid-February 2022
Consultant Selected	Mid to late February 2022
Contract Awarded	March 2022
Notice to Proceed	March 2022
Completion of Work	September 2022
*Dates are preliminary and subject to change.	

I. EXHIBITS

A sample contract and insurance requirements are attached for review. Please review and if you have any questions, comments, please indicate that in the proposal.

- RFP Exhibit A – Sample Contract
- RFP Exhibit B – Insurance Requirements

**RFP Exhibit A: SAMPLE CONTRACT
CITY OF CLOVIS
CONSULTANT SERVICE AGREEMENT**

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

RECITALS

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

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

AGREEMENT

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

[or]

Consultant shall begin performing the Services on _____, unless otherwise instructed by City, and continue with the Services until satisfactorily completed, as determined by City. Consultant shall complete the Services not later than _____ ("Completion Date"), unless extended beyond this date by mutual consent of the Parties. This Agreement may be terminated prior to the

Completion Date pursuant to Section 17 herein.

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

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

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

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

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

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

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same

insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

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

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

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

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

15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which

may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

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

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

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

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

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

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

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

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

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

certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

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

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

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

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

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

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

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

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

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

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

27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall

perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

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

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

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

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

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

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

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

34. Licensing. Consultant shall maintain the following license throughout the performance of this Agreement: Class ___. Consultant shall also obtain and maintain a City of Clovis Business Tax Certificate

prior to commencing performance of the Services.

35. Payment Bond. When required by applicable law, including Civil Code section 9550, prior to commencing any portion of the Services, the Consultant shall apply for and furnish City a payment bond for its portion of the Services which shall cover 100% payment for all obligations arising under the Agreement and guaranteeing the payment in full of all claims for labor performed and materials supplied for the Services. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Consultant and to require Consultant to obtain bonds from surety insurers satisfactory to City.

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

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

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

[Signature Page Follows]

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

CONSULTANT

CITY OF CLOVIS

By: _____

By: _____
_____, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Consultant

Company Name

Attn: Name

Title

Address

City, State

_____ [E-Mail Address]

_____ [Phone Number]

City of Clovis

Department Name

Attn: Name

Title

1033 Fifth Street

Clovis, CA 93612

_____ [E-Mail Address]

_____ [Phone Number]

ATTEST

Karey Cha, City Clerk

APPROVED AS TO FORM

Scott G. Cross, City Attorney

Sample Contract EXHIBIT A

DESCRIPTION OF SERVICES

SCOPE OF SERVICES

[Include a detailed description of Services and work product desired. Craft the description as if it was for an RFP/RFQ. Identify any deliverables. Include a schedule, timeline, and/or benchmarks for the Services and deliverables, if appropriate here.]

SCHEDULE

[If not included in the description above, include a detailed description of the schedule for Services here, including start date, completion/delivery date, timeline, and any benchmark dates. This part may be deleted if a schedule or deadlines are part of the description, above.]

COMPENSATION AND RATES

Consultant shall be compensated according to the following rates/fees:

[Identify compensation/rates to be paid to Consultant (e.g., \$50 per Hour) for general Services or any employee or task specific performance. Prepare a table or itemized list, if appropriate. Include reimbursable expenses, if applicable.]

City shall pay Consultant for the Services performed pursuant to this Agreement at the rate of _____ Dollars per _____ (\$_____ / ____). The total amount paid by City to Consultant shall not exceed _____ Dollars (\$_____).

[Note: A rate schedule should be used if there are multiple rates (for different staff or activities) and reimbursable items.]

[Optional: A table may be used if appropriate to set monthly and annual billing estimates if not included in Consultant's proposal. This is particularly useful if the agreement term is for multiple years and the year-to-year rates are different. If not used, delete the table.]

Year One

Total Monthly Billing (Basic Service)	\$ _____
Annual Billing (Basic Service)	\$ _____
Annual Billing (Upon Request Services)	\$ _____
Total Annual Billing	\$ _____

Year Two

Total Monthly Billing (Basic Service)	\$ _____
Annual Billing (Basic Service)	\$ _____
Annual Billing (Upon Request Services)	\$ _____
Total Annual Billing	\$ _____

Year Three

Total Monthly Billing (Basic Service)	\$ _____
Annual Billing (Basic Service)	\$ _____

Annual Billing (Upon Request Services) \$ _____
Total Annual Billing \$ _____

These rates/fees represent the total cost for all Services provided under this Agreement, including labor, equipment, materials, costs and expenses, taxes, and overhead, to be paid for Services satisfactorily performed.

Total compensation, including expense reimbursement, shall not exceed [Note: If there is not a "shall not exceed" amount, insert an estimate for the contract amount]:

CONTRACT TOTAL: \$ _____

SECURITY BOND [This should be used when Consultant will have access to confidential or sensitive information. Delete this section if not used.]

Consultant will have access to sensitive and confidential information during the performance of the Services. Prior to commencing any portion of the Services, Consultant shall apply for and furnish to City a bond in the amount of _____ Dollars (\$ _____) to protect City against loss related to such sensitive and confidential information. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to City.

DELAY DAMAGES [This should be used when a deliverable (e.g., a study or report) must be completed by a specific date. Specify a dollar amount for delay damages. This amount should be reasonable and related to the costs/inconvenience City will experience due to the delay. Delay damages should be specified in the RFP/RFQ. Delete this section if not used.]

Time is of the essence with respect to this Agreement and the Services to be performed by Consultant. Consultant's failure to timely perform the Services under this Agreement or failure to meet the benchmarks and delivery dates set forth in the schedule shall result in the assessment of delay damages at the rate of \$ _____ **per day** for each calendar day beyond the respective benchmark and delivery dates that the Services remain incomplete or not fully performed. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed completion of the Services are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of other contractor's work, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that completion of the Services is delayed.

Sample Contract EXHIBIT B CONSULTANT PROPOSAL

**[Scope will be inserted upon finalization of scope upon approval to
proceed by Council]**

Sample Contract EXHIBIT C INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sample Contract EXHIBIT D SIGNING AUTHORITY

**[Scope will be inserted upon finalization of scope upon approval to
proceed by Council]**

RFP Exhibit B – Insurance Requirements

CITY OF CLOVIS

INSURANCE REQUIREMENTS

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Consultant's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

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

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

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

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

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

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

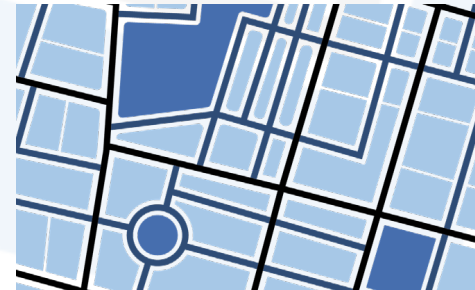
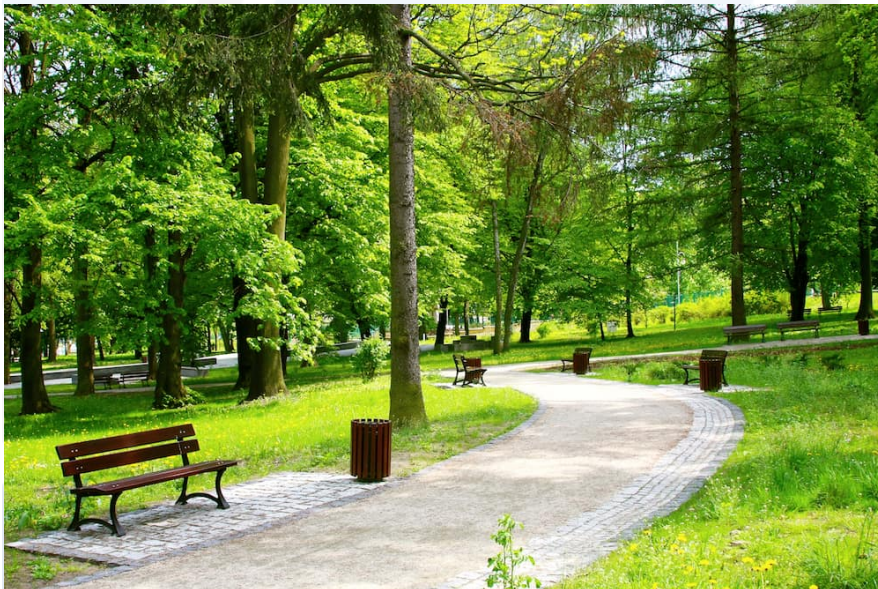
f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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



CITY OF CLOVIS

PROPOSAL TO PREPARE THE CLOVIS GENERAL PLAN UPDATE STRATEGY REPORT



SUBMITTED ON:
January 12, 2022

SUBMITTED TO:
City of Clovis
Attn: Ricky Capteron, AICP
Deputy City Planner

SUBMITTED BY:
De Novo Planning Group
Contact: Ben Ritchie, Principal
1020 Suncastr Ln #106
El Dorado Hills, CA 95762
(916) 949-3231



ATTACHMENT 3



January 12, 2022

Ricky Caperton, AICP
Deputy City Planner
City of Clovis
Planning and Development Services
rcaperton@cityofclovis.com

SUBJECT: Proposal to Prepare the Clovis General Plan Update Strategy Project

Dear Mr. Caperton

Speaking on behalf of the entire De Novo Planning Team, we would like to thank you for the opportunity to submit this proposal to assist the City with a review of its current General Plan and develop strategies and recommendations for how to approach an update to the Clovis General Plan.

Based on our past work and experience in Clovis, our knowledge of the unique needs of growing communities in the Central Valley, our review of the existing General Plan, and extensive recent experience preparing a wide range of planning and environmental projects throughout the Central Valley region, we are confident that we are uniquely qualified to undertake this interesting and important project for the City.

Our team will provide the City with an energetic and dedicated group of professionals with exceptional skills and qualifications. We are 100% committed to this project and will allocate our resources and energy in a way that will exceed all expectations, leaving the City with a useful General Plan Update Strategy Report that satisfies the community and your elected officials. Our goal is to serve as an extension of your staff in a capacity that will provide the tools, research, and professional knowledge to help craft a General Plan Update Strategy that will implement the vision of the City Council, staff, and the community.

We take tremendous pride in our ability to not only craft exceptional general plans, but to also assist our clients in determining the best work plan, outreach strategy, and logistical details necessary to develop a general plan update approach that will be most helpful in helping the City achieve its objectives, while adhering to the constraints of funding availability.

Our team is led by De Novo Principal, Ben Ritchie, who will serve as the manager and principal in charge for this project. Mr. Ritchie is an owner/officer with the firm, and is authorized to negotiate on the firm's behalf. Ben leads our firm's General Plan practice area, and has completed dozens of general plan updates for a diverse range of cities and counties throughout California. Ben has two decades of general plan experience, and has implemented a wide array of update approaches. He brings tremendous insight into what works, what doesn't, and has developed customized approaches to general plan updates to meet the unique needs of cities.

To: Mr. Ricky Caperton, AICP, Deputy City Planner
Subject: Proposal to prepare the Clovis General Plan Update Strategy Report
Date: January 12, 2022

We have structured this scope of work to best meet the City’s needs, as we understand them, and we have closely adhered to the scope of work identified in the City’s RFP. However, I would like to emphasize that we are more than happy to work collaboratively with the City to refine this scope of work and approach to best meet the City’s needs and expectations for this very important project.

As described in greater detail in this proposal, we have extensive experience working in Central Valley communities. We have prepared (or are currently preparing) general plan updates for the cities of Lathrop, Manteca, Brentwood, Hughson, Jackson, Willows, Colusa County, and Glenn County (just to name a few).

We look forward to the opportunity to meet with you either in person or via video call to further discuss our proposal and our approach to the preparation of your General Plan Update Strategy. If you have any questions regarding this submittal, please do not hesitate to contact me at (916) 949-3231 or at britchie@denovoplanning.com.

Sincerely,



DE NOVO PLANNING GROUP
Ben Ritchie, Principal

Clovis General Plan Update Strategy Proposal

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Clovis General Plan Update Strategy Proposal

PROJECT UNDERSTANDING AND APPROACH

The City of Clovis is seeking qualified planning firms with experience preparing general plans to submit a proposal to conduct a review of the 2014 Clovis General Plan (General Plan) and provide a summary of options, strategies, and recommendations for an update to the General Plan. The City is considering the initiation of a general plan update and intends to evaluate the information provided in this initial review before establishing a work plan and scope for a subsequent update.

Examples of the topics under consideration include evaluating the potential for a focused or comprehensive update, optional elements, planning area, horizon year, public outreach strategies, role and function of an advisory committee, and degree of detail included in the environmental analysis, etc.

The successful consultant team must be familiar with the unique needs of growing communities in the Central Valley, and must have demonstrated success implementing a wide range of approaches to general plan updates, in order to provide context and recommendations regarding which approach options are most likely to benefit Clovis.

The City is seeking a firm, and a key project manager, that will lead and manage all aspects of the General Plan Update Strategy, while coordinating with staff, the public, the Planning Commission, and the City Council. The successful firm will be able to complete this comprehensive work effort within a reasonable 6-month schedule and will maintain strict adherence to the project budget.

As demonstrated throughout this proposal, the De Novo team, and project manager Ben Ritchie, is uniquely well-qualified to undertake this project.

The City's General Plan was last comprehensively updated in 2014 with exception of the Housing Element, which has been regularly updated and re-adopted on the cycle prescribed by the State.

There have been a number of changes to state Planning and Zoning Law in regards to the topics General Plans are required to address. General Plans are still required to cover seven primary elements: land use, housing, circulation, conservation, open space, noise, and safety. However, within the context of these overarching elements the State has provided direction on how to cover specific topics including climate change and resiliency, environmental justice, flooding, complete streets, and transportation impact metrics. In addition, the California Office of Planning and Research (OPR) recently updated its General Plan Guidelines, which must be considered and followed when undertaking a General Plan Update.

This General Plan update strategy project will provide the City with the opportunity to review its existing General Plan through two primary lenses:

1. Compliance with all applicable laws and regulations, and
2. Effectiveness in guiding the City towards its desired vision over the next 20 years.

A General Plan update provides an excellent opportunity to reassess how the City will accomplish these goals in light of changing economic conditions, housing conditions, and new State requirements.

Clovis General Plan Update Strategy Proposal

A comprehensive General Plan Update—whereby the City updates the entire General Plan at once and prepares a program-EIR—provides the City with the opportunity to engage the community in a robust discussion regarding the City’s vision and values. This is a chance for the City to create a Vision Statement and clearly articulate the community’s contemporary goals, policies and desired implementation actions. By addressing all topics at once, the City can address critical topics from a broad perspective, realize better public involvement due to increased scope and momentum, achieve full CEQA coverage at once, and provide CEQA tiering and streamlining benefits for future annexations and development projects.

However, a full and comprehensive General Plan Update can be costly and time consuming, and may not be necessary for Clovis to bring its current Plan into full compliance with State planning law. The City could elect to pursue a targeted update strategy for significantly reduced costs and staff resources when compared to the effort required for a comprehensive update.

Our approach to this project will focus on the following objectives and questions:

- What needs to be updated in order to comply with State planning law?
- How does the City feel about the current General Plan? Is it working? Are there specific deficiencies that need to be corrected?
- Has the City’s vision for its own future changed over the past decade? Is new direction needed in the General Plan to achieve a new or refined vision?
- How significantly will (or should) the Land Use Map change as part of a General Plan Update? This is a key question that will significantly influence any decision made by Clovis regarding its approach to a general plan update. Significant changes to the Land Use Map will almost certainly trigger the need for an EIR. While EIRs can be costly and time consuming, the City has an opportunity to study environmental impacts in-depth, and adopt overriding conditions for significant and unavoidable impacts. Overriding impacts at the program level in the General Plan EIR puts the City in position to not have to determine subsequent project-level impacts significant. For example, we understand that some residential development projects in Clovis are resulting in significant and unavoidable VMT-related impacts, resulting in the need to prepare EIRs for projects that are likely more suitable for an MND, were it not for the VMT issue. By including a comprehensive VMT approach in a General Plan Update, and thoroughly analyzing VMT impacts in the General Plan EIR, the City can position itself to tier off of these findings for subsequent projects, and avoid future EIRs in many situations.

The De Novo team, and specifically, Ben Ritchie, has prepared dozens of general plan updates throughout California for communities facing a diverse array of issues and challenges. Our projects have ranged from low-cost targeted updates, to multi-million-dollar comprehensive updates.

Over the past two decades, we have deployed numerous strategies and techniques to help communities craft plans that will effectively achieve their visions for themselves. We’ve learned a lot along the way, and we feel very confident in our ability to walk Clovis through the pros and cons of each strategy and approach. Whether it’s the preparation of a detailed Land Use Alternatives analysis, the use of a citizen advisory committee, the preparation of detailed

Clovis General Plan Update Strategy Proposal

infrastructure analyses as part of a general plan, or a staff-level text update to bring the Plan into compliance with State law; we're prepared to discuss the benefits and disadvantages of each approach with the City.

Our objective with this project is to help Clovis understand its starting point, and lay out a range of options (including their associated costs and schedule considerations) so that the City can make an informed decision regarding the best path forward.

De Novo Founding Principal, Ben Ritchie, will personally manage this project, write the issues and strategy memos, and facilitate all public meetings and workshops. Ben leads our firm's general plan practice area, and has spent his career helping cities and counties navigate their general plan updates. We appreciate the opportunity to be considered for this project, and we're confident that we can help set the City up for success with its pending General Plan Update.

Our proposed scope of work is outlined on the following pages. It closely mirrors the scope outlined in the City's RFP. We feel your approach to this project is solid, and we have only a few recommended deviations from your proposed approach.

Clovis General Plan Update Strategy Proposal

WORK PLAN

Our primary deliverable will be a General Plan Strategy Report. This document will be developed in stages, and will culminate with a set of strategies and recommendations that will be presented and explained to the City Council. We propose the following approach and tasks.

TASK 1 – PROJECT INITIATION AND ISSUES IDENTIFICATION

At the outset, we propose to meet with key City staff members to discuss objectives for this project and to discuss the key factors identified in Section C. Background, of the RFP. Our intent is to gain a deeper understanding of these issues and challenges, and to discuss with staff how they view the current General Plan’s effectiveness (or deficiencies) in addressing these challenges.

We also propose to conduct a kickoff workshop with the Planning Commission and City Council at the outset of the project. This will provide an opportunity to not only explain this project and the importance of the General Plan, but to gather input from the Councilmembers on what they see as key challenges facing the City, and to ask them to articulate their vision for Clovis over the next 20 years.

Understanding our challenges and objectives from both the staff and the elected officials at the outset of this effort will help keep us focused on the key priorities the City hopes to achieve as part of a future General Plan Update.

TASK 2 – REGULATORY REQUIREMENTS

Under this task, the De Novo team will prepare a summary of key regulations and laws that have gone into effect since the 2014 Clovis General Plan was prepared and adopted. Our team will review and “audit” the existing General Plan, and identify areas where the current plan does not meet or comply with the existing regulatory environment in California. We will work collaboratively with staff to determine the best way to present this information (i.e., table/matrix format, checklist format, paragraph format, etc.)

TASK 3 – SUMMARY OF KEY ISSUES

Under this task, our team will present our initial results and findings from our review of the current General Plan. We’ll review the current Plan for consistency with State law, and its effectiveness in meeting staff and the Council’s stated objectives for the next 20 years. We will identify areas where the current plan may be improved or modified. This section will address, at a minimum, the following topical areas identified in the RFP:

- Housing and transportation,
- Housing density and relationship to the Housing Element,
- Environmental and land use constraints,
- Annexations and SOI requests,
- General Plan amendments,
- Water and infrastructure planning,
- Redevelopment of shopping centers; and
- Any additional issues and topics identified during Tasks 1 and 2.

Clovis General Plan Update Strategy Proposal

TASK 4 – STRATEGIES AND RECOMMENDATIONS

Under this task, our team will provide a discussion addressing options, strategies, and recommendations for a general plan update based on the key issues identified in the task described above. The emphasis of this section is the evaluation of a focused versus comprehensive update. Additional considerations include the value of optional elements, planning area, horizon year, public outreach strategies, role and function of an advisory committee, and degree of detail included in the environmental analysis. This will also consider and discuss strategies and recommendations related to fiscal sustainability, incorporation of the housing element, and economic development.

We will present a range of approaches to general plan updates, based on past scopes of work we have completed, and discuss the comparative benefits and disadvantages of each approach. Depending on direction provided by the City, we will be prepared to make detailed recommendations for Clovis. Alternatively, we can present the range of options in a more neutral tone, and allow Staff and the Council to take the lead on developing recommendations based on what we present.

As part of the pros and cons discussion for each aspect of a general plan update strategy we present, we will include rough estimates in terms of costs and schedule, in order to help foster informed decision-making by the City. For example, detailed infrastructure planning is not required for a general plan update, however, it can be very helpful in terms of identifying future capital expenditures and priorities. Understanding the larger objectives of the City will help us craft our recommendations. For example, if the City wants to encourage and support growth in the SOI, the City may elect to take a more proactive stance towards the expansion of new infrastructure to serve growth. Conversely, if the City desires a slower rate of growth, the City may adopt a strategy whereby the development community needs to “figure it out on their own” in terms of expanding infrastructure. Understanding the City’s wants and needs will help us craft recommendations, and discuss the implications of various approaches. Including a detailed infrastructure analysis as part of general plan update can be expensive, but it has the potential to lead to multiple positive outcomes. We’ll help the City decide how to approach topics such as this.

TASK 5 – MEETINGS, HEARINGS AND PROJECT MANAGEMENT

This scope of work assumes regular coordination meetings between De Novo and City staff throughout the duration of the project. We assume that these meetings can be conducted virtually (i.e., phone or Zoom). We assume approximately 3 meetings per month, however, we’re flexible and will conduct staff-level meetings as-needed.

We assume up to 3 public hearings and/or workshops. We recommend conducting a kickoff/visioning workshop as a joint session between the Planning Commission and City Council, as noted under Task 1, in order to identify key community goals and priorities. We assume a 2nd set of workshops or hearings would occur at the end of the project, to present and discuss the strategies and recommendations.

Additional public hearings or workshops can be conducted on a time and materials basis.

Clovis General Plan Update Strategy Proposal

TIMELINE

Task	Timeframe
Notice to Proceed	March 2022
Project Initiation and Issues Identification (including CC workshop	March 2022
Summary of Regulatory Requirements	April 2022
Summary of Key Issues	June 2022
Strategies and Recommendations	August 2022
Project Completion and Public Presentation of Report	September 2022

BUDGET

We propose to complete the scope of work outlined above on a time and materials basis, not to exceed \$60,000. We are confident that this is ample budget to complete this work program and deliver a useful recommendations report. Time spent on the project would be billed hourly, based on the rate table identified below.

Principal	\$225
Principal Planner	\$195
Senior Planner	\$150
Associate Planner	\$135
Assistant Planner	\$115
GIS Analyst	\$135

Clovis General Plan Update Strategy Proposal

EXPERIENCE AND QUALIFICATIONS

DE NOVO PLANNING GROUP (PRIME CONSULTANT)



De Novo Planning Group is a land use and environmental planning firm specializing in community planning, environmental studies, and sustainability planning. The founding principals have successfully completed hundreds of projects consisting of general plans, specific plans, housing elements, environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, and development projects throughout California. De Novo Planning Group incorporated in July 2008.

The cornerstone of our approach to this project is the extensive use of Principal level planners for all aspects of the project. Our Principals, whom are also owners of the firm, are present for all project meetings, draft all sections of all documents prepared throughout the process, and maintain open and continuous lines of communication with City staff throughout the entire project. We take tremendous pride in our ability to consistently exceed our clients' expectations and deliver on our commitments. We encourage the City to contact our references to inquire about our recent performance preparing complex projects.

OUR MISSION

Our mission is to provide municipal and private sector clients with world-class professional services, through principal-level attention to every project. We pride ourselves on our ability to work with clients to balance the often conflicting goals of economic, social, environmental, legal, and political forces. Our services result in an integrated planning and environmental solution for every project that is technically sound, cost effective and delivered within the client's schedule.

OUR PHILOSOPHY

Our philosophy is to proactively plan and design projects in such a way that public and environmental concerns are addressed and accommodated early in the process. We strongly believe in the use of local knowledge for developing sensible and cost-effective solutions to local concerns. Our solutions integrate local knowledge with the best available resources to achieve recognized national and international standards for planning and environmental management, to achieve a balance in local economic, social, and environmental goals. De Novo Planning Group is dedicated to fostering a partnership with each agency we serve, through listening to the community and stakeholders and reflecting the ideas and concerns we hear in the approach developed for each project.

PROVEN SUCCESS IN GENERAL PLAN UPDATES

At De Novo, we pride ourselves on delivering unparalleled work quality and ensuring high levels of client satisfaction on all of our projects. Our team of Principals own the firm, and we approach each and every project with exceptional levels of energy, enthusiasm, and accountability. All of the general plan projects that we have undertaken as a firm have been highly successful. We strongly encourage the City to contact all of our general plan references to inquire about the quality of our work, the responsiveness of our management team, and our ability to adapt to project changes without altering our budget.

Clovis General Plan Update Strategy Proposal**PROGRESSIVE PLANNING IDEAS, CONCEPTS, AND DESIGN SKILLS**

The De Novo team includes individuals with broad urban planning knowledge and ideologies that will serve to create a General Plan that is progressive and reflects the City's philosophies, beliefs, and values. Our team includes firms with recent local experience and an understanding of pertinent local and regional issues. We have extensive experience preparing General Plans for communities facing growth and economic development pressures, while balancing the desire to retain community charm and character.

BENEFITS OF A RELATIVELY SMALL PLANNING FIRM

The De Novo Principals have served as senior project managers with larger consulting firms in California, and through this experience we have gained intimate knowledge of the operational inefficiencies of large firms and the burdens that they can cause public agencies. Larger firms tend to carry cumbersome over-head costs, which results in the need for higher hourly billing rates, frequent contract modifications, and can have high staff turnover, which causes changes in project managers midstream during a project. Because we remain small we are able to offer our clients with significantly lower rates, while still providing our clients with Principal-level attention to each project. We pride ourselves on our ability to deliver on our commitments, exceed expectations, and satisfy our clients with quality work on schedule and on time. Since your project managers are also firm owners, you can rest assured that there will be team continuity throughout the entire General Plan Update process.

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DE NOVO KEY STAFF

BEN RITCHIE - PRINCIPAL PLANNER AND PROJECT MANAGER



Mr. Ritchie is a Founding Principal with De Novo and is responsible for managing long range planning documents, completing complex and controversial CEQA documents, and facilitating community outreach and public communications efforts for the firm. Mr. Ritchie will serve as Project Manager and will be the primary point of contact with City staff.

Mr. Ritchie's experience includes a variety of land use, transportation, and sustainability projects throughout California. Mr. Ritchie recently served (or is currently serving) as the Project

Manager for comprehensive General Plan updates in Milpitas, Brentwood, Cotati, Sebastopol, Colusa County, Glenn County, Willows, Jackson, Hughson, Campbell, Lake Forest, San Marcos, La Verne, San Jacinto, and Lathrop.

Mr. Ritchie is very adept at leading and facilitating the public outreach, visioning, and consensus building process required for a successful General Plan Update. Mr. Ritchie has extensive experience communicating complex topics in public forums in a manner that enhances community participation, understanding, and interest in community planning topics.

Mr. Ritchie is an expert in Green House Gasses and has developed a partnership with the Attorney General's office and ICLEI- Local Governments for Sustainability to develop methodologies that local agencies can implement to address climate change at the local level and to achieve compliance with AB 32. Mr. Ritchie served as the Environmental Coordinator for the City of Rancho Cordova, where he oversaw the environmental planning division and the preparation of all CEQA documents prepared by staff and outside consultants. This experience has given Mr. Ritchie the knowledge of how local agencies use and implement planning documents, and specifically general plans, on a day to day basis. He has extensive experience preparing the full range of General Plan Elements and General Plan EIRs.

Mr. Ritchie graduated from Cal Poly San Luis Obispo with a bachelor's degree in Political Science and a Master of City and Regional Planning. He is regularly invited back to Cal Poly to guest-lecture in the City and Regional Planning Department.

REPRESENTATIVE PROJECT EXPERIENCE

GLENN COUNTY- GENERAL PLAN UPDATE AND EIR

The De Novo team is currently working with Glenn County to complete a comprehensive overall of their existing, outdated, General Plan. To-date, our team has completed our initial outreach and visioning efforts, including a detailed outreach summary report and community vision statement. We've also completed the existing conditions report and the issues and opportunities report. Our team is currently working with the County's GPAC to finalize the Draft General Plan and the Land Use Map.

Key policy issues being addressed in the General Plan Update include protection and preservation of the County's agricultural economy; strategies to attract appropriate levels of commercial development to bolster local job opportunities and County revenue-generating opportunities; focusing new growth in and around existing communities in order to preserve agricultural and open space lands; and development of circulation policies that meet state requirements, yet remain appropriate for rural communities.

The Glenn County General Plan Update website can be viewed here:

<https://glenncounty.generalplan.org/>

Project Schedule: April 2019-Present. The project is on schedule.

Project Budget: \$744,805. No budget changes have occurred, and the project remains within budget.

GLENN COUNTY



GENERAL PLAN UPDATE

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CITY OF BRENTWOOD – GENERAL PLAN UPDATE AND EIR



The De Novo team recently completed a comprehensive update to the City of Brentwood's

General Plan and preparation of a General Plan EIR. De Novo Principals Beth Thompson and Ben Ritchie served as the project managers, coordinating deliverables, meeting facilitation, and subconsultant performance, and Mr. McMurtry served as Principal Planner. The work effort began with an extensive public outreach and visioning process and preparation of a detailed Existing Conditions Report. Other key tasks include an Opportunities and Constraints Report, three Land Use Map Alternatives accompanied by a Land Use Map Alternatives Report, and opportunities for property owners to submit parcel change requests. Our team worked closely with the City's General Plan Working Group to complete comprehensive policy sets for all General Plan topics.

The updated General Plan provides extensive opportunities for economic development, maintains strict fiscal sustainability, enhances the preservation of natural resources in and around the City, and ensures continued quality in the built environment under increasing growth pressure. Our team worked closely with W-Trans, BAE, JC Brennan and Associates, and Peak and Associates throughout all stages of this project.

We developed innovative solutions customized for the City's unique needs, including the establishment of a Priority Development Area in the northwest area of Brentwood, along the SR 4 corridor. This area included detailed planning priorities and standards for the development of a mixed use area that would accommodate a range of business park uses, regional commercial uses, and a range of residential densities that would support the future extension of eBart to the area.

The General Plan was successfully adopted and the EIR was certified in July 2014.

Project Schedule: October 2012-July 2014. The project was completed ahead of schedule.

Project Budget: \$637,535. No budget changes occurred, and the project was completed within budget.

CITY OF COTATI – GENERAL PLAN UPDATE AND EIR

De Novo Planning Group completed a comprehensive update to the City's General Plan and preparation of a



General Plan EIR. De Novo Principals Beth Thompson and Ben Ritchie served as the project managers for the City of Cotati General Plan and General Plan EIR, and Mr. McMurtry served as Principal Planner. This work effort included an extensive Visioning process at the outset of the project and regular meetings with the Planning Commission to discuss issues to be addressed in each element of the General Plan. Deliverables included a background report, Issues and Opportunities Report, GIS data, three land use alternatives maps, the General Plan policy document, Housing Element, and EIR.

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The updated General Plan provides the City with a 20-30 year growth plan that will: address community health and sustainability, provide a Circulation Plan that supports a walkable Cotati, and balance the demand for expanded opportunities for jobs-generating development and supporting residential growth with preservation of the City’s small-town character. The General Plan was successfully adopted in March 2015.

The Cotati General Plan Update Website can be viewed at:

<http://www.cotati.generalplan.org/>

Project Schedule: February 2011-March 2015.

Project Budget: \$425,315. The project was completed within budget.

CITY OF SEBASTOPOL - GENERAL PLAN UPDATE AND EIR

The De Novo team recently completed a comprehensive update to the Sebastopol



General Plan. This work effort included several community visioning workshops, numerous meetings and workshops with the Planning Commission and City Council, a detailed background report, issues and opportunities report, and full administrative drafts of the EIR and General Plan. Preparation of a comprehensive update to the City’s Housing Element was also completed, and the Housing Element was successfully certified by HCD. The Final General Plan and EIR were successfully adopted and certified by the City Council in December 2016, and our team was immediately invited back to prepare a comprehensive update to the City’s Zoning Code.

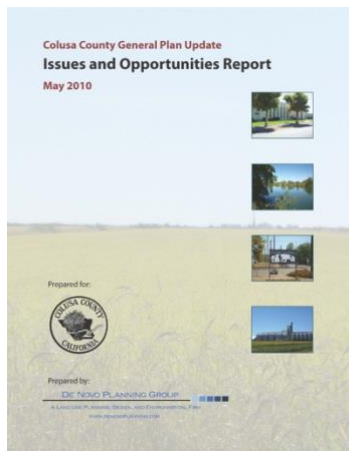
The Sebastopol General Plan Update Website can be viewed at:

<http://sebastopol.generalplan.org/>

Project Schedule: April 2014 – November 2016

Project Budget: \$402,000. The project was completed within budget.

COUNTY OF COLUSA - COLUSA COUNTY GENERAL PLAN AND EIR



De Novo Planning Group completed a full and comprehensive update to the Colusa County General Plan. De Novo Project Managers Beth Thompson and Ben Ritchie served as the project managers for the Colusa County General Plan and General Plan EIR, and Mr. McMurtry served as Principal Planner. This work effort included an extensive public outreach and public participation program, a conservation plan for agriculture, open space, and wildlife, the development of a county-wide GIS database, policy development in collaboration with a Steering Committee, a full update to the County’s Housing Element, and preparation of an EIR. Deliverables include a background report, Issues and Opportunities Report, GIS database, four land use alternatives maps, the General Plan policy document, Housing Element, and EIR. The updated General Plan provides the County with a 20-30 year growth plan

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that balances the demand for increased services, expanded opportunities for local residential and commercial development, increased local employment opportunities, and preservation of the rural lifestyle and extensive agricultural resources of the County. The General Plan was successfully adopted and the EIR was certified by the County Board of Supervisors in July 2012. The Board commended De Novo for our excellent work on this project, and our team was invited back to Colusa County to prepare a comprehensive update to the County's Zoning Code.

The Colusa County General Plan Update Website can be viewed at:

www.countyofcolusageneralplan.org

Project Schedule: August 2009 – July 2012. The project was completed on schedule.

Project Budget: \$560,000. No budget increases occurred throughout the life of the project and the project was completed within budget.

OTHER RELEVANT GENERAL PLAN EXPERIENCE

- City of Jackson General Plan and EIR
- City of Manteca General Plan and EIR
- City of Lathrop General Plan and EIR
- City of Campbell General Plan and EIR
- City of Milpitas General Plan and EIR
- City of Willows General Plan and EIR
- Glenn County General Plan and EIR
- City of Pittsburg General Plan and EIR
- City of Oakley General Plan and EIR
- City of La Verne General Plan and EIR
- City of Lake Forest General Plan and EIR
- City of San Jacinto General Plan and EIR
- City of Indian Wells General Plan and EIR

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REFERENCES

BRENTWOOD GENERAL PLAN UPDATE AND EIR

Project Schedule: October 2012-July 2014. The project was completed ahead of schedule.

Project Budget: \$637,535. No budget changes occurred, and the project was completed within budget.

Contact: Erik Nolthenius, Planning Manager. 925-516-5137. enolthenius@brentwoodca.gov

GLENN COUNTY GENERAL PLAN UPDATE AND EIR

Project Schedule: March 2019-Present.

Project Budget: \$794,805.

Contact: Don Rust, Community Development Director. 530-353-9996.
drust@countyofglenn.net