



# CITY of CLOVIS

## AGENDA • CITY COUNCIL MEETING

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

November 15, 2021

6:00 PM

Council Chamber

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

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

### **Written Comments**

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

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



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

## **Verbal Comments**

- If you wish to speak to the Council on an item by telephone, you should contact the City Clerk at (559) 324-2060 no later than 4:00 p.m. the day of the meeting.
- You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into Webex to participate in the meeting. Staff recommends participants log into the Webex at 5:30 p.m. the day of the meeting to perform an audio 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 Whalen**

## **ROLL CALL**

**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.

1. Administration - Approval - Minutes from the November 8, 2021 Council Meeting.
2. General Services - Approval – Selection of Roofing Contractor to Repair/Reroof Buildings A & G at the Corporation Yard.
3. General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Jamal Jones.
4. General Services – Approval – Authorize an Agreement with Pinnacle Training Systems for COVID-19 Testing Services.
5. Planning and Development Services - Approval – Final Acceptance for Final Map for Tract 6193, located at the southeast area of Ashlan and Leonard Avenues (Wilson Premier Homes, Inc.).

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

6. Consider items associated with properties located at 2300 Minnewawa Avenue. City of Clovis, property owner/ applicant/ representative.
  - a. Consider Approval – Res. 21-\_\_\_\_, GPA2021-004, A request to amend the General Plan to re-designate approximately 0.85 acre of property from the General Commercial classification to the Public/Quasi Public Facilities classification.
  - b. Consider Introduction – Ord. 21-\_\_\_\_, R2021-008, A request to rezone approximately 0.34 acre of property from the C-2 (Community Commercial) Zone District to the P-F (Public Facilities) Zone District.
  - c. Consider Approval – Res. 21-\_\_\_\_, SPR2021-008, A request to approve the site layout and design for Fire Station 2.

**Staff:** Lily Cha, Associate Planner

**Recommendation:** Approve

7. Conduct Proposition 218 Hearing to Consider Proposed Increase to Street Sweeping Charge, and Consider Introduction – Ord. 21-\_\_\_\_, Amending Section 6.3.22 of Chapter 6.3 of Title 6 of the Clovis Municipal Code Relating to Street Sweeping Service and Charges.

**Staff:** Glenn Eastes, Assistant Public Utilities Director

**Recommendation:** Approve

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

8. Consider Approval – Authorize the City Manager to execute a Consultant Services Agreement on behalf of the City for the Landmark Square Soil Vapor Barrier System.

**Staff:** Mike Harrison, City Engineer

**Recommendation:** Approve

## COUNCIL ITEMS

9. Consider – A request from Matt Basgall for the City Council to Create a Citizens Advisory Committee for the Purpose of Evaluating Police Officer Staffing.

**Staff:** Luke Serpa, City Manager

**Recommendation:** Consider request and provide direction.

## CITY MANAGER COMMENTS

10. COVID-19 Update.

## 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.

11. Government Code Section 54956.9(d)(1)  
Conference with Legal Counsel – Existing Litigation  
Case Name: Bryon Espinosa v. City of Clovis, et al.

## 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:

Dec. 6, 2021 (Mon.)  
Dec. 13, 2021 (Mon.)  
Dec. 20, 2021 (Mon.) (To Be Cancelled)  
Jan. 3, 2022 (Mon.) (To Be Cancelled)  
Jan. 10, 2022 (Mon.)  
Jan. 18, 2022 (Tue.)

**CLOVIS CITY COUNCIL MEETING**

**November 8, 2021**

**6:00 P.M.**

**Council Chamber**

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

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

**presentation – 6:02**

6:02 – ITEM 1 - PRESENTATION OF PROCLAMATION HONORING BILL SMITTCAMP FOR BEING NAMED THE 2021 AGRICULTURALIST OF THE YEAR BY THE FRESNO CHAMBER OF COMMERCE.

Councilmember Ashbeck presented a proclamation proclaiming Clovis as the “Peach Capital of the World” in honor of the contributions of Bill Smittcamp and Wawona Frozen Foods as the 2021 Agriculturalist of the Year.

6:11 – ITEM 2 - PRESENTATION OF PROCLAMATION HONORING “THE BUCHANAN EIGHT” SOLDIERS FROM BUCHANAN HIGH SCHOOL WHO WERE KILLED IN ACTION BETWEEN 2004 AND 2010 SERVING OUR COUNTRY AND TO SUPPORT THE 17TH ANNUAL HUBBARD-BARO MEMORIAL GOLF FUND RAISER ON VETERAN’S DAY, NOVEMBER 11, 2021.

Councilmember Bessinger presented a proclamation in support of the Hubbard-Baro Memorial Golf 17<sup>th</sup> Annual fundraiser and does honor The Buchanan Eight.

**PUBLIC COMMENTS – 6:20**

None.

**CONSENT CALENDAR – 6:22**

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

3. Administration - Approved - Minutes from the October 18, 2021 and November 1, 2021 Council Meetings.
4. Administration - Received and Filed – Economic Development Corporation Serving Fresno County Quarterly Report, July-September 2021.
5. Finance - Approved - **Res. 21-128**, Amending Resolution 20-65 approving the Appropriation Limit related to approving the 2020-2021 City of Clovis Annual Budget; and Approved - **Res. 21-129**, Amending Resolution 21-63 approving the Appropriation Limit related to approving the 2021-2022 City of Clovis Annual Budget.

6. General Services – Approved - Claim Rejection of the General Liability Claim on behalf of Kayhan Aminian.
7. Police - Approved - **Res. 21-130**, Authorizing the Police Department to submit an application for the CalRecycle Legacy Disposal Site Abatement Grant Program and authorize the Chief of Police to implement this program.
8. Planning & Development Services – Approval – Authorize the City Manager to execute a work order for a Master Service Agreement on behalf of the City.
9. Public Utilities – Approved – Waive Formal Bidding Requirements and Authorize the Purchase of Three Electric Utility Carts from Polaris; and Approval – **Res. 21-131**, Authorizing the Submittal of a Grant Application Under the SJVAPCD Public Benefit Grant Program and Authorizing the City Manager to be the Contract Authority.

**ADMINISTRATIVE ITEMS – 6:23**

6:24 – ITEM 10 - Workshop – Consider Update from the Clovis Police Department on the State of the Department.

Council directed staff to work on putting together a Citizens Advisory Committee to address the issues that the Police Department has been facing for several years. Staff will provide a more thorough analysis of the financial situation to Council and the Citizens Advisory Committee when it is formed.

8:04 – ITEM 11 - APPROVED – AUTHORIZE SUBMITTING THE CALIFORNIA WATER AND WASTEWATER ARREARAGE PAYMENT PROGRAM APPLICATION.

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

**PUBLIC HEARINGS – 8:08**

8:08 – ITEM 12 - CONSIDER ITEMS ASSOCIATED WITH APPROXIMATELY 1.6 ACRES OF PROPERTY LOCATED ALONG THE EAST SIDE OF OSMUN AVENUE AND THE WEST SIDE OF BARON AVENUE, NORTH OF SECOND STREET. TGP INVESTMENTS LLC & FLYLINE INVESTMENTS, OWNER/APPLICANT; DIRK POESCHEL, REPRESENTATIVE.

Dirk Poeschel, project representative, addressed the residents’ and Council’s concerns regarding traffic, parking, and building height. Mr. Poeschel also provided an update of everything the developer done to modify the project in order to work with the residents.

Mr. Pace, resident, shared concerns regarding the building height.

Jim Bantaski, resident, shared concerns regarding the building height.

Stacey Brinkley, resident, shared concerns regarding parking on the residential streets.

Resident, shared concerns regarding building height and the housing density which may impact the home values in the neighborhood.

Kimberly Peyton, resident, shared concerns regarding the building height.

Doug Peyton, resident, shared concerns regarding the building height, landscaping, and commented on the issues that arose with the developer at the previous neighborhood meeting.

Resident, shared concerns regarding the building height, traffic, and parking. Also commented on November 7<sup>th</sup> neighborhood meeting and how things escalated with the developer.

Robin DiFalco, shared concerns regarding the building height.

**ITEM 12A - APPROVED - RES. 21-132**, A REQUEST TO APPROVE AN ENVIRONMENTAL FINDING OF A MITIGATED NEGATIVE DECLARATION FOR GENERAL PLAN AMENDMENT GPA2018-003 & REZONE R2018-009.

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

**ITEM 12B - DENIED - RES. 21-XXX**, GPA2018-003, A REQUEST TO AMEND THE GENERAL PLAN TO RE-DESIGNATE FROM THE MEDIUM DENSITY RESIDENTIAL (4.1 TO 7.0 DU/AC) TO THE VERY HIGH DENSITY RESIDENTIAL (25.1 TO 43.0 DU/AC) CLASSIFICATION FOR FUTURE DEVELOPMENT.

Motion for denial by Councilmember Ashbeck, seconded by Councilmember Whalen.  
Motion carried 3-2-0 with Councilmember Mouanoutoua and Mayor Flores voting no.

**ITEM 12C - DENIED INTRODUCTION - ORD. 21-XX**, R2018-009, A REQUEST TO APPROVE A REZONE FROM THE R-1 (SINGLE FAMILY RESIDENTIAL - 6,000 SQ. FT.) TO THE R-4 (VERY HIGH DENSITY MULTIPLE FAMILY RESIDENTIAL) ZONE DISTRICT.

Motion for denial by Councilmember Ashbeck, seconded by Councilmember Whalen.  
Motion carried 3-2-0 with Councilmember Mouanoutoua and Mayor Flores voting no.

**CITY MANAGER COMMENTS – 9:22**

9:22 – ITEM 13 - COVID-19 Update.

**COUNCIL COMMENTS – 9:25**

Mayor Flores adjourned the meeting of the Council to November 15, 2021

Meeting adjourned: 9:34 p.m.

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Mayor

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City Clerk





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: November 15, 2021

SUBJECT: General Services - Approval – Selection of Roofing Contractor to Repair/Reroof Buildings A & G at the Corporation Yard.

ATTACHMENTS: 1. Contract Agreement

### CONFLICT OF INTEREST

None

### RECOMMENDATION

Approve the proposal submitted by Nations Roof for repair/reroofing service at Corporation Yard Buildings A & G.

### EXECUTIVE SUMMARY

The Corporation Yard located at 155 N. Sunnyside Avenue has a need to repair/reroof Buildings A (Administration) & G (Fleet Maintenance/Transit). The current condition of the roofs are graded as a “C” which was graded on a scale from A to F. An “A” would mean the roof has ten plus years of life expectancy remaining as an “F” would be less than one year of service life remaining. With our current grade of a “C” the maximum life expectancy of the roof is four years.

Staff is recommending entering into a contract with Nations Roof to repair/reroof the failing roofing system on Buildings A & G for \$132,282.00. Staff finds Nations Roof’s informal quote and scope of work meet the needs of the repairs and are within budgetary constraints.

Under the California Uniform Public Construction Cost Accounting Act (CUPCCAA) the City has adopted, staff requested informal quotes from three of the major commercial roofing contractors to repair/reroof Buildings A & G at the Corporation Yard. Under CUPCCAA guidelines, staff is authorized to utilize the informal bidding process for projects ranging from \$60,000.01 to \$200,000.00 with City Council approval.

### BACKGROUND

The Corporation Yard, located at 155 North Sunnyside, was built in 2002. The current roofing system has a life expectancy of 20 years and has begun to show adhesive failures at most of

the parapet walls and other vertical surfaces. These failures in the roofing system allow water to infiltrate into the building which causes damage to substrates as well as potential health risk if not addressed in a timely manner. Over the past couple of years, staff has continually conducted yearly preventative maintenance and patching to minimize leaks.

During our yearly preventative maintenance/service work on swamp coolers, staff noticed the roofing system was failing in multiple locations. The roof was evaluated and determined roof repairs would need to take place within the next fiscal year. Funds were requested and appropriated during FY19/20 to make such repairs.

Under the California Uniform Public Construction Cost Accounting Act (CUPCCAA), staff requested informal quotes from three of the major commercial roofing contractors to repair/reroof Buildings A (Administration) & G (Fleet Maintenance/Transit) at the Corporation Yard. Under CUPCCAA guidelines, staff is authorized to utilize the informal bidding process for projects ranging from \$60,000.01 to \$200,000.00 with City Council approval.

Below are the results of the informal bidding process to repair/reroof Buildings A & G at the Corporation Yard.

<b>CORPORATION YARD REPAIR/REROOFING SUMMARY</b>			
<b>VENDOR</b>	<b>MATERIAL MAKEUP</b>	<b>WARRANTY</b>	<b>BID AMOUNT</b>
Nations Roof	2 coats of elastomeric, 1.5 gallons per 100 sq. for each application. 1 coat of silicone around the drains at 1 gallon per 100sq.	10-yr. m/w-membrane 1-year Contractor Warranty on completed assembly	\$132,282
Fresno Roofing	2 coats of elastomeric, 1.5 gallons per 100 sq. for each application. 1 coat of silicone around the drains at 1 gallon per 100sq.	10 year m/w + additional 2-yr. workmanship	\$166,400
Graham – Prewett	2 coats of elastomeric, 1.5 gallons per 100 sq. for each application. 1 coat of silicone around the drains at 1 gallon per 100sq.	10-yr. m/w-membrane 1-year Contractor Warranty on completed assembly	\$184,650

**FISCAL IMPACT**

Appropriate funds have been allocated for this expenditure under Public Utilities’ budget accounts 76100-63459 and 77000-63459, therefore, there is no additional negative impact to the FY 21/22 budget.

**REASON FOR RECOMMENDATION**

The Corporation Yard roofing is failing in multiple locations throughout the buildings. During the site visit with roofing contractors to review recommendations for repairs, they indicated our current roofing system has approximately a four-year life expectancy.

Pursuant to the City's Purchasing Procedures, purchases of items/services exceeding \$60,000.01 require City Council approval.

**ACTIONS FOLLOWING APPROVAL**

Staff will prepare a contract for City Manager approval with Nations Roof to repair/reroof Buildings A & G at Corporation Yard with a Multi-Ply Built-Up roofing system.

Prepared by: Stephen Frankian, Facilities Maintenance and Purchasing Manager

Reviewed by: City Manager *SF*

**CITY OF CLOVIS  
CONTRACT SERVICE AGREEMENT**

This Contract Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and Nations Roof ("Contractor ") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on April 4<sup>th</sup> 2022("Effective Date").

**RECITALS**

- A. City desires to obtain Re-roofing services ("Services") more fully described in **Exhibit A**, and, if applicable, as further set forth in the proposal from Contractor attached as **Exhibit B**, which are incorporated herein by reference.
- B. Contractor is engaged in the business of furnishing the Services and hereby warrants and represents that Contractor 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 Contractor, and Contractor 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 Contractor agree as follows:

**AGREEMENT**

1. Scope of Services. Contractor 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 Contractor'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 Contractor.
3. Term of Agreement; Commencement of Services; Schedule. The term of this Agreement shall commence on April 4<sup>th</sup>, 2022, and Contractor shall begin performing the Services on that date, unless otherwise instructed by City. This Agreement shall terminate on May 4<sup>th</sup>, 2022, unless extended beyond that date by mutual consent of the Parties, for a period not exceeding one years. This Agreement may be terminated prior to the end of the term pursuant to Section 17 herein.

[or]

Contractor shall begin performing the Services on **April 4<sup>th</sup> 2022**, unless otherwise instructed by City, and continue with the Services until satisfactorily completed, as determined by City. Contractor shall complete the Services not later than **May 4<sup>th</sup>, 2022** ("Completion Date"), unless extended beyond this date

ATTACHMENT 1

by mutual consent of the Parties. This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein.

Contractor 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 Contractor 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 Contractor in advance of any modification to the schedule.

4. Payment for Services. City shall pay Contractor for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit A** or in Contractor's Proposal, which is set forth in **Exhibit B**, as applicable. The total amount paid by City to Contractor shall not exceed One Hundred Thirty two Thousand Two Hundred Eighty two Dollars (\$132,282).

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Contractor for Services satisfactorily performed pursuant to this Agreement. Contractor 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 Contractor within thirty (30) days after receipt of invoice.

5. Independent Contractor Status. Contractor and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Contractor 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. Contractor 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 Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City.

6. Contractor Representations; Standard of Care; Compliance with Law. Contractor represents that Contractor and any subcontractors utilized by Contractor are and will be qualified in the field for which Services are being provided under this Agreement and Contractor 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. Contractor 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. Contractor shall comply with all Labor Code requirements for public works projects if applicable to Contractor's work under this Agreement.

7. Identity of Subcontractors. Contractor shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors, if any, Contractor intends to utilize in Contractor's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractors pre-approved by City and in no event shall Contractor 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, Contractor shall be liable to City for the performance of Contractor's subcontractors.

8. Subcontractor Provisions. Contractor 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 Contractor 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 Contractor; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Contractor 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. Contractor shall keep complete records showing the type of Services performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Contractor and its subcontractors for inspection and audit purposes. Contractor shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Contractor 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 Contractor 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, Contractor 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. Contractor 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 Contractor 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. Contractor 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. Contractor shall also require its subcontractors to be bound to these confidentiality provisions.

13. City Name and Logo. Contractor shall not use City's name or insignia, photographs relating to the City projects or work for which Contractor's services are rendered, or any publicity pertaining to the Contractor'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. Contractor warrants that neither Contractor nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Contractor's or its employees' performance of the Services and the Work Product produced. Contractor further warrants that neither Contractor nor any of its employees have real property, business interests or income that will be affected by the Services. Contractor 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, Contractor 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 Contractor, or any successors in interest, in the event of a default or breach by City for any amount which

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

16. City Right to Employ Other Contractors. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Contractor, this Agreement and performance of the Services are non-exclusive and City reserves the right to employ other contractors 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 Contractor. Upon receipt of a termination notice pursuant to this subsection, Contractor shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Contractor: 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 Contractor Upon Termination. Contractor 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 Contractor's compensation has not become due, Contractor 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 Contractor'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, Contractor 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 Contractor in performing this Agreement, whether completed or in process. Contractor may not refuse to provide such Work Product for any reason whatsoever.

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

19. Indemnity and Defense. Contractor 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 Contractor 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. Contractor 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. Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor 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 Contractor, its employees, agents, and representatives. Contractor 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 Contractor 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, Contractor shall not assign the payment of any monies due Contractor 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 Contractor directly to Contractor.

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 Contractor 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 Contractor.

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 Contractor in the County of Fresno, California. Contractor 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. Contractor 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 Contractor employees or applicants for employment. Contractor 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 Contractor to correct the work in conformity with the requirements of this Agreement at no additional increase in the payment to Contractor. Contractor 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 Contractor to take all necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement. In the event Contractor 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. Contractor shall maintain the following license throughout the performance of this Agreement: Class **B**. Contractor 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 Contractor 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 Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to City.

36. Performance Bond. Prior to commencing any portion of the Services, the Contractor 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 Contractor and to require Contractor 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 Contractor. Contractor's failure to timely complete the Services under this Agreement shall result in the assessment of delay damages at the rate of \$100 **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. Contractor shall be responsible for the payment of prevailing wages in accordance with State and Federal law. Contractor 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 Contractor and any subcontractor under the Contractor 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 Contractor. Contractor 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. Contractor shall register with the Department of Industrial Relations, if required.

[Signature Page Follows]

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

CONTRACTOR

CITY OF CLOVIS

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

By: \_\_\_\_\_  
Luke Serpa, City Manager

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

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

Party Identification and Contact Information:

**Contractor**

Nations Roof  
Attn: Sean Rauch  
Title  
5463 E. Hedges Ave.  
Fresno, CA 93727

\_\_\_\_\_ [E-Mail Address]  
559-252-1255

**City of Clovis**

Facility Maintenance  
Attn: Ben Hutchison  
Facility Maintenance Supervisor  
1033 Fifth Street  
Clovis, CA 93612  
Benh@cityofclovis.com  
559-324-2701

ATTEST

\_\_\_\_\_  
Karey Cha, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Scott G. Cross, City Attorney

file:///J:\WDOCS\00601\037\AGT\00774831.DOC

# EXHIBIT A

## DESCRIPTION OF SERVICES

### SCOPE OF SERVICES

1. Perform a pre-job meeting to determine jobsite logistics and safety requirements.
2. Furnish and install proper safety equipment in accordance with OSHAs safety program.
3. Furnish and install warning lines to identified areas associated with ground related roofing activities.
4. Store roofing materials in accordance with good roofing practices.
5. Material placement will be to distribute weight loads throughout the entire roof area.
6. Pressure wash roof to remove excess dirt, debris, and loose coatings for positive adhesion of new roof coating.
7. Perform roof repairs as outlined in the condition summary of the roof condition report.
8. Protect existing roof mounted solar arrays from overspray.
9. Apply first coat of elastomeric roof coatings at 1.5 gallons per square.
10. Allow the first coat to dry for 24 hours.
11. Apply a 2<sup>nd</sup> final coat of elastomeric roof coating at 1.5 gallons per square.
12. After coating has dried apply a coat of silicone coating at the drain areas only, at 1 gallon per square.
13. Furnish a manufacture's 10-year materials only warranty.

### SCHEDULE

Due to current weather conditions the contractor will need to wait until warmer temperatures are available. Early April should provide adequate conditions.

### COMPENSATION AND RATES

Contractor shall be compensated for materials now and will bill for labor only after install is complete.

The total amount paid by City to Contractor shall not exceed One Hundred Thirty-two Thousand Two Hundred Eighty-two Dollars (\$132,282).

**CONTRACT TOTAL: \$132,282**

### DELAY DAMAGES

Time is of the essence with respect to this Agreement and the Services to be performed by Contractor. Contractor'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 \$100 **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.

# EXHIBIT B CONTRACTOR'S PROPOSAL



**NATIONS ROOF WEST, LLC**  
 5463 E Hedges Ave  
 Fresno, CA 93711  
 Phone: 559-252-1255  
 Fax: 559-252-1256  
 CA Lic # C39 1012378---PWCR #1000036446

## PROPOSAL

PROPOSAL SUBMITTED TO:		Date: 9/12/2021	DESCRIPTION OF JOB: Perform misc. repairs, pressure wash and coat.		
Owners Name: City of Clovis			Job Name: City of Clovis: Administration & Fleet Buildings.		
Owners Address:			Job Address: 155 N. Sunnyside Ave.		
Owners City:	Owners State:	Owners Zip:	Job City: Clovis	Job State: CA	Job Zip: 93611
Owners Email: benh@cityofclovis.com			Bid Log #:		
Attention: Ben Hutchinson		Phone: 559-289-8561	Estimator: Greg English		
<p>Nations Roof is pleased to submit the following proposal for roofing work for the above referenced site. Our proposal to supply all necessary labor &amp; material for the <u>scope of work</u> and exclusions described below:</p> <ol style="list-style-type: none"> <li>1. Perform a pre-job meeting to determine jobsite logistics and safety requirements.</li> <li>2. Furnish and install proper safety equipment in accordance with OSHA's safety program.</li> <li>3. Furnish and install warning lines to identified areas associated with ground related roofing activities.</li> <li>4. Store roofing materials in accordance with good roofing practices.</li> <li>5. Material placement will be to distribute weight loads throughout the entire roof area.</li> <li>6. Pressure wash roof to remove excess dirt, debris, and loose coatings for positive adhesion of new roof coating.</li> <li>7. Perform roof repairs as outlined in the condition summary of the roof condition report.</li> <li>8. Protect existing roof mounted solar arrays from overspray.</li> <li>9. Apply first coat of elastomeric roof coatings at 1.5 gallons per square.</li> <li>10. Allow the first coat to dry for 24 hours.</li> <li>11. Apply a 2<sup>nd</sup> final coat of elastomeric roof coating at 1.5 gallons per square.</li> <li>12. After coating has dried apply a coat of silicone coating at the drain areas only, at 1 gallon per square.</li> <li>13. Furnish a manufacturer's 10-year materials only warranty.</li> </ol> <p><b>Note:</b> All roof repairs would need to be completed as outlined in the "Condition Summary" of Roof Condition Report prior to coating roof. Nations Roof is not responsible for wastewater runoff from pressure washing roof. Be aware there will be typical noise levels and emissions associated with the use of small engine equipment.</p> <p><b>Admin. Bldg. Base Bid: \$41,727.00</b> Forty-One Thousand Seven Hundred Twenty-Seven Dollars and 00/100  <b>Night Work: ..... \$52,754.00</b> Fifty-Two Thousand Seven Hundred Fifty-Four Dollars and 00/100</p> <p><b>Fleet Serv. Bldg. Base Bid: \$90,555.00</b> Ninety Thousand Five Hundred Fifty-Five Dollars and 00/100  <b>Night Work: \$114,595.00</b> One Hundred Fourteen Thousand Eight Hundred Seventy Dollars and 00/100</p> <p><b>Exclusions: (See Unit Price):</b></p> <ul style="list-style-type: none"> <li>• Deck repair, unless specifically included</li> <li>• Wood nailer</li> <li>• Bond NOT included</li> <li>• Repair or replace roof drains NOT included</li> </ul> <p><b>UNIT PRICES:</b></p>					

**TERMS AND CONDITIONS**

- **Deck Repair:** If deteriorated decking is discovered it will be discussed and replaced at an additional \$7.50/SF.
- **Replacement of bad joists:** to be performed at \$325.00 per 8' joist section.
- **Wood Nailer/ Blocking:** 2x6 \$4.90/LF, 2x8 \$6.30/LF, 2x10 \$8.40/LF, 2x12 \$10.50/LF

**STANDARD CONDITIONS:**

1. We include the following coverage amounts in our proposal

Workmen's Compensation	Statutory - minimum
Automobile Liability	\$1,000,000 combined single limit
General Liability	\$4,000,000 general aggregate
Umbrella Liability	\$15,000,000 each occurrence/aggregate
Contractors E & O/ Pollution (Mold)	\$2,000,000 each occurrence

2. Unless noted otherwise, the scope of work shall not include identification, detection, abatement, encapsulation, or removal of asbestos or similar hazardous substances. If encountered, this contractor shall have the right to discontinue work and remove employees from the jobsite until such products or materials and any hazards connected therewith, are located and abated, encapsulated or removed, or it is determined that no hazards exist. Nations Roof will cooperate with all parties to mitigate the affects of asbestos discovery on the cost of the project, however, Nations Roof shall receive an extension of time to complete the work hereunder and reserve the right for compensation resulting from delays as a result of such situation and correction.

3. Unless otherwise specified, this quotation shall remain valid for forty-five (45) days from the date above, beyond which all prices may be subject to change.

**SPECIAL CONDITIONS:**

*Due to the extreme volatility in the price of asphalt and asphalt-related products the price in this bid/proposal applies only to orders for asphalt and asphalt-related products that are ordered and paid for within 45 days of the date of the bid/proposal. All other orders shall be subject change based upon changes in the price of asphalt and/or asphalt-related products charged to Nations Roof.*

Nations Roof would like to thank you for allowing us to provide you a proposal for the work described above. If you should have any questions or if we can be of any further assistance please don't hesitate to contact us at the telephone numbers above.

With payment to be made as follows: Payment due in full upon completion.

**Terms and Conditions:** This proposal agreement is subject to the terms, conditions and instructions appearing on the face hereof and the attached page.

**Acceptance of Proposal:** The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline herein.

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

Authorized NR Signature \_\_\_\_\_

Sean Rauch, President

Note: This proposal may be withdrawn by us if not accepted within 10 days

Owners Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

## TERMS AND CONDITIONS

1. **TERMS.** Monthly progress billings, with payment due 30 days from invoice date. Interest shall accrue on any unpaid balance at 1½ percent per month (18 percent per annum) or at the maximum legal rate permitted by law. If legal proceedings are required to collect an unpaid balance, all costs including actual attorney fees shall be added to the unpaid balance. Non-payment in accordance with these terms shall be considered material and cause for termination of performance by Nations Roof.
2. **ADDITIONAL CHARGES.** The following shall be an addition to the work order price and charged on a time and material basis, including 30% for overhead and profit: addition or deviation from the specifications herein described; damage to our work by others; temporary protection of the building not originally included in this work order; premature notice to start work causing unnecessary trips; trips back to the job to repair openings created after work is complete; and any labor required to be done outside of normal business hours.
3. **EXCLUSIONS.** The following items are not included in this work order unless otherwise specifically stated in writing: repairs to the roof deck, installation of wood or cant strips, furnishing or installation of sheet metal or roof drains, repairs or alteration to the building other than the roof, identification and/or abatement of Asbestos Containing Material, or work preparatory or incidental to these items. No interior protection or clean up included. Nations Roof. Is not be responsible for any damage incurred due to nails or screws penetrating the roof deck or for damage incurred to anything secured or attached to the roof deck, joists or any other roofing structure member which becomes loose, unsecured or falls as a result of the roofing operations of Nations Roof.
4. **MATERIALS.** All materials used shall be as stated in the specifications and/or attached Scope of Work.
5. **OWNER AND/OR CONTRACTOR RESPONSIBILITY.** The Owner and/or Contractor is solely responsible for structural suitability of the building in light of specifications of the roofing system to be applied pursuant to this work order. Including, but not limited to, load bearing capacity, dew point and vapor transmission calculations. Further, the Owner and/or Contractor shall be solely responsible for any damages to any furniture, furnishing, fixtures or contents of the building during the performance of the work, except such damages as may be caused by the sole negligence of Nations Roof.
6. **PERMITS.** ~~Owner and/or~~ Contractor shall secure and pay for necessary approvals, permits, easements, assessments and charge required for construction, use or occupancy of permanent structures or permanent changes in existing facilities.
7. **GARANTEE AND WARRANTY.** The type of guarantee and extent of coverage shall be as indicated in accordance with written guarantees, if any, offered by manufacturers of materials incorporated into the project. In addition to the manufacturer's guarantees, and upon receipt of final payment, Nations Roof shall guarantee workmanship furnished as part of this work order against defects in such workmanship for a period of one (1) year from the completion of work. Nations Roof's liability is limited to repairs or roofing and waterproofing work and materials installed by Nations Roof **EXPRESSLY EXCLUDING CONSEQUENTIAL DAMAGES. THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESS OR IMPLIED.**
8. **PONDING WATER.** It is understood by Owner and/or Contractor that a Ponding Water condition is not indicative of a defective roof system. Positive Drainage is a design goal and is not always achievable. Nations Roof will not be held responsible for a Ponding Water condition that results from a roof structure that is not designed to achieve Positive Drainage as defined by the National Roofing Contractors Association (NRCA). Ponding Water is defined as a roof surface that is incompletely drained. Positive Drainage is a drainage condition with additional roof slope provided to ensure drainage of a roof area with 48 hours after a rainfall.
9. **BOND.** A manufacturer's standard form of Surety Bond will be furnished where payment and performance bonds are specified.
10. **INSURANCE.** Nations Roof agrees to purchase and maintain, as required by law, workers' compensation, liability and property insurance to protect the Owner and/or Contractor from injuries and/or damages which may arise out of or result from Nations Roof's operations under this work order and for which Nations Roof may be legally liable, whether such operations be by Nations Roof or by anyone directly or indirectly employees by Nations Roof, or by anyone for whose acts Nations Roof may be liable. **Owner and/or Contractor agree to look solely to Nations Roof's appropriate insurance carrier for any and all damages including those caused by Nations Roof's sole negligence.** The Owner and/or Contractor agrees to provide sufficient insurance to protect Nations Roof against loss or materials installed or on the premises due to fire, windstorm, hail or floods. Owner and/or Contractor provided property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. If the property insurance requires minimum deductibles the Owner and/or Contractor shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. The insurance shall waive rights of subrogation, if any against Nations Roof. The Owner and/or Contractor shall purchase and maintain such insurance as will insure the Owner and/or Contractor against loss of use of the Owner's and/or Contractor's property due to fire or other hazards, however caused. The Owner and/or Contractor waive all rights of action against Nations Roof for loss of use of the Owner's and/or Contractor's property, including consequential damages.
11. **ACTS OF GOD.** Nations Roof shall not be responsible for damage or delay due to strikes, fires, accidents or other caused beyond its reasonable control.
12. **ACCESS.** Nations Roof shall be permitted to use driveways, and paved areas leading to, or adjacent to, the job site for its equipment without liability to Nations Roof occasioned by the negligence of others or by its equipment.
13. **STRUCTURAL SUITABILITY.** Nations Roof assumes full responsibility for furnishing or roofing materials and for providing specifications and recommendations for their proper installation. Nations Roof does not, either itself or through its representatives, practice architecture or engineering and offers no opinion on, and expressly disclaims any responsibility for, the structural soundness of any roof deck on which roofing products may be applied. Opinions of competent structural engineers should be obtained by the Owner and/or Contractor as to the structural soundness of the roof deck and its ability to properly support the contemplated roof installation. Nations Roof accepts no liability for any failure of the roof deck, its ability to support the contemplated roof installation, or resultant damages.
14. **FINAL PAYMENT.** The making of final payment shall constitute a waiver of all claims against Nations Roof by the Owner and/or Contractor except for those arising from (a) unsettled liens stemming from work performed by Nations Roof, (b) terms of any guarantee or warranty issued pursuant to this work order. No guarantee or warranty provided by Nations Roof shall be valid until full and final payment is received.
15. **ARBITRATION.** Any controversy or claim arising out of or relating to this work order, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in Chicago, IL, and judgement upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Notwithstanding the foregoing, in Nations Roof's sole discretion, collection of unpaid balances may be sought in any Court having jurisdiction thereof or under this arbitration clause. The prevailing party shall be entitled to recover all costs including but not limited to all attorney fees, costs, and expert witness fees.
16. **MISCELLANEOUS.** These Terms and Conditions together with the cover page providing the Scope of Work, etc. and any attachments constitute the entire agreement (Agreement) of the parties. Modifications to this Agreement can be made only in writing signed by Nations Roof. Owner and/or Contractor permitting performance of work indicates acceptance without exception of this Agreement, even if this Agreement is not executed.

## EXHIBIT C

# INSURANCE REQUIREMENTS

Prior to commencement of the Services, Contractor shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. Contractor shall cause any subcontractor with whom Contractor 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 Contractor'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. Contractor shall maintain the following types of insurance with limits no less than specified:

(i) 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.

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

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

(iv) Umbrella or Excess Liability. In the event Contractor 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 Contractor 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 Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor'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 Contractor'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 Contractor'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) Contractor grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor 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 Contractor 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. Contractor 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 Contractor's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Contractor'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 Contractor fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Contractor, and the Contractor shall pay the cost thereof to City upon demand, and City shall furnish Contractor with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Contractor under this Agreement.

e. Subcontractors. If the Contractor should subcontract all or any portion of the work to be performed in this Agreement, the Contractor 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 Contractor to City under this Agreement.

# EXHIBIT D SIGNING AUTHORITY



## AUTHORITY TO SIGN

October 27, 2021

To Whom It May Concern:

I Sean M. Rauch, President/ CEO of Nations Roof West LLC, License # 1012378, am the authorized signer for Nation Roof Wet, LLC.



\_\_\_\_\_  
Sean M. Rauch, President/ CEO

10/27/2021  
Date

Nations Roof 5463 E. Hedges Ave., Fresno, CA 93727  
Phone: 559-252-1255 Fax: 559-252-1256  
California License #1012378



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: November 15, 2021

SUBJECT: General Services – Approval - Claim Rejection of the General Liability Claim on behalf of Jamal Jones.

ATTACHMENTS: None

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

Reject the General Liability Claim filed on behalf of Jamal Jones.

### **EXECUTIVE SUMMARY**

On behalf of Jamal Jones (claimant), a General Liability Claim against the City of Clovis was filed on October 29, 2021, regarding excessive force caused by officers. Mr. Jones claims that he sustained bodily injuries and seeks reimbursement for medical expenses. It is recommended that the claim be rejected at this time.

### **BACKGROUND**

On October 29, 2021, a General Liability Claim was filed against the City of Clovis on behalf of Jamal Jones. The claim was considered legally sufficient and timely. Mr. Jones alleged that on May 3, 2021, the Clovis Police Department detained him while on a traffic enforcement stop and used excessive force, which caused bodily injuries and surgery.

Mr. Jones seeks damages for his medical expenses in an amount in excess of \$25,000. The claim has been filed as a “civil unlimited case”.

### **FISCAL IMPACT**

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

### **REASON FOR RECOMMENDATION**

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

**ACTIONS FOLLOWING APPROVAL**

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

Prepared by: Charles W. Johnson, Management Analyst

Reviewed by: City Manager *Q7*



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: November 15, 2021

SUBJECT: General Services – Approval – Authorize an Agreement with Pinnacle Training Systems for COVID-19 Testing Services.

ATTACHMENTS: 1. Contract Agreement

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

For the City Council to authorize the City Manager to enter into an agreement with Pinnacle Training Systems for COVID-19 testing services.

### **EXECUTIVE SUMMARY**

In order to ensure COVID-19 testing is available for City employees, staff is requesting the authorization to enter into an agreement with Pinnacle Training Systems for COVID-19 testing. Testing can be done on City sites or at the Pinnacle offices. The agreement ensures we have testing available for our employees as needed.

### **BACKGROUND**

The City of Clovis has had a long standing relationship with Pinnacle Training Systems for safety services physical training and testing as well as employee fitness classes. When COVID-19 shuttered gyms and suspended fitness classes in 2020, Pinnacle changed its focus to providing employers with COVID-19 testing. Pinnacle provides qualified staff for the testing, and follows HIPPA regulations for data collection and record keeping.

Over the past 18 months, Pinnacle has completed COVID-19 testing on an as needed basis. By securing a written agreement with Pinnacle, the City is ensured to be a priority for future testing if required.

City staff contacted four vendors who provide COVID-19 testing services but was only able to locate one other vendor willing to provide onsite services and a quote. Below is the cost of testing per vendor:

Pinnacle Training Systems

Service	Cost
Hourly Rate for each on-site Screening Personnel	\$44.00/hour
COVID Testing of employees (at Pinnacle Office)	PCR=\$145.00/pp; Rapid=\$82.00/pp
Onsite Testing (Rapid)	\$78.00/pp

United Health Care:

Service	Cost
COVID-19 testing and test results	\$150.00/pp

University of California San Francisco was contacted because they are providing drive-through testing locations in the area. However, they were not in a position to provide onsite testing to employers and declined to provide a quote.

Apollo Medical also declined to provide onsite testing.

**FISCAL IMPACT**

Pinnacle Training Systems provides onsite testing at the lowest rate. Total fiscal impact is unknown at this time. The cost depends upon the number of tests performed.

**REASON FOR RECOMMENDATION**

By having a vendor contract in place, the City is assured testing services are available for employees if or when they are needed.

**ACTIONS FOLLOWING APPROVAL**

The agreement with Pinnacle Training Systems will be executed by all parties.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager *SH*

## AGREEMENT FOR COVID-19 TESTING AND SCREENING SERVICES

This Agreement for Testing and Screening Services related to COVID-19 (the "**Agreement**") is made and entered into as of November 15, 2021 (the "**Effective Date**"), by and between Pinnacle Training Systems ("**Pinnacle**") and City of Clovis ("**Client**").

### RECITALS

**WHEREAS**, Pinnacle is in the business of providing certain testing and screening services related to COVID-19 through its employees, and/or its designated affiliates and associations as more fully defined herein, including those services as described on Exhibit A attached hereto (the "**Proposal**") at a Pinnacle business location or at the Clients worksite; and

**WHEREAS**, Client desires to engage Pinnacle, and Pinnacle desires to accept such engagement, to provide the Services, on the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Compensation.

(a) Client shall pay Pinnacle in accordance with the fee schedule set forth in Exhibit B (here, the "**Fees for Services**"). Pinnacle shall submit itemized invoices to Client each month and Client shall remit payment to Pinnacle within thirty (30) days of receipt of invoice. Client agrees to pay any sales, use, excise or similar taxes applicable to the Services provided for hereunder.

(b) If Client and/or Pinnacle determine(s) that a change to this Agreement's Scope of Services is required, then such change to the Scope of Services (Proposal) must be provided by written amendment executed by both parties. The written amendment shall include any change in the Fees associated with any such change to the Scope of Services (Proposal).

2. Term and Termination.

2.1 The term of this Agreement (the "**Term**") shall be for one (1) year, commencing on the Effective Date unless terminated pursuant to Section 2.2 below.

2.2 Either party may terminate this Agreement for convenience by providing the other party a thirty (30) day written notice of its intent to terminate.

3. Compliance with Laws. In the performance of its duties and obligations pursuant to this Agreement, Pinnacle shall comply with all laws, rules, and regulations applicable to Pinnacle in connection therewith. Pinnacle further shall ensure that all personnel performing Services hereunder are appropriately licensed to perform the Services (Proposal).

4. Nature of Relationship. Pinnacle and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of Client. Pinnacle 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 Client's business. Pinnacle is free from the control and direction of Client in connection with the manner of performance of the work, and Pinnacle shall be solely responsible for the means and methods used to perform its obligations to Client. Nothing contained in this Agreement shall be deemed to create any contractual relationship between Client and Pinnacle's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Pinnacle's employees or subcontractors, any claim or right of action against Client. Nothing in this Agreement is intended or shall be construed to create a joint venture, agency, partnership, employer/employee relationship or any legal or equitable relationship other than that of client and independent contractor.

This Section 4 shall survive the termination of this Agreement.

5. Confidentiality.

(a) The parties recognize and acknowledge that in the course of performing its duties and obligations under this Agreement such parties may have access to the other party's trade secrets and confidential or proprietary information (the "Confidential Information"). Confidential Information shall include, but not be limited to, this Agreement and the terms contained herein. Each party hereby agrees that, except when required by law, it will not disclose, in whole or in part, such Confidential Information for its own purposes or for the benefit of any other person, firm, partnership, association, corporation or business organization, entity or enterprise. In connection therewith, each party any employee or agent of a party that has access to the Confidential Information of the other party will adhere to and be subject to the terms of this Section 5(a). Both parties shall maintain the confidentiality of medical records generated hereunder in accordance with applicable law and shall protect from disclosure any protected health information, as defined in 45 CFR §160.103.

(b) The parties agree that, in the event of a disclosure or threatened disclosure of such Confidential Information in a manner inconsistent with the terms of this Agreement, through any means whatsoever, the injured party may terminate this Agreement and may, in addition to any other remedies to which it may be entitled: (i) demand the return of any and all documents or other tangible items which reflect, reveal, disclose, constitute, compromise, or embody such Confidential Information and any or all copies thereof, whereupon the party disclosing, or threatening to disclose, such Confidential Information in a manner inconsistent with the terms of this Agreement shall promptly comply with such demand; (ii) be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce any provision hereof, without the necessity of proof of actual injury, loss or damage; and (iii) recover damages, losses, and expenses of any nature, including without limitation attorneys' fees, arising out of, resulting from or otherwise relating to such disclosure or threatened disclosure. Anything contained in this Section 5(b) to the contrary notwithstanding, each of the parties to this Agreement shall not be required to return or deliver any documents or other tangible items relating to such Confidential Information, if such return or delivery would directly violate any express provisions of an applicable order of a court of competent jurisdiction. It is the intention of the parties hereto that, in enforcing the provisions of this Section 5(b), a court may take into consideration, among other factors, each of the parties' interest in maintaining the confidentiality of such Confidential Information. Anything contained in this Section 5(b) to the contrary notwithstanding, the provisions



of this Section 5(b) are not intended to cover information, which is in the public domain or becomes generally known.

This Section 5 shall survive the termination of this Agreement.

6. Indemnification.

(a) Each party shall indemnify, defend, and hold harmless the other party, and such other party's officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense (including, without limitation, reasonable attorney's fees), arising out of or in connection with the negligence or misconduct of the indemnifying party in the performance of its duties and obligations pursuant to this Agreement.

(b) The party seeking indemnification shall promptly notify in writing the party from whom indemnification is sought of any claim asserted against it for which such indemnification is sought, and shall promptly deliver to the party from whom indemnification is sought a true copy of any such claim including, but not limited to, a true copy of any summons or other process, pleading, or notice issued in any lawsuit or other proceeding to assert or enforce such claim. Where acceptance of its obligation to indemnify is deemed proper by the indemnifying party, said party reserves the right to control the investigation, trial, and defense of such lawsuit or action (including all negotiations to effect settlement) and any appeal arising therefrom and to employ or engage attorneys of its own choice.

(c) The party seeking indemnification may, at its own cost, participate in such investigation, trial, and defense of such lawsuit or action and any appeal arising therefrom. The party seeking indemnification and its employees, agents, servants, and representatives shall provide full cooperation to the indemnifying party at all times during the pendency of the claim or lawsuit, including without limitation, providing them with all available information with respect thereto.

This Section 6 shall survive the termination of this Agreement.

7. Medical Records.

(a) Custodian. Pinnacle shall serve as the custodian of medical records created during the term of this Agreement. Pinnacle, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the term of this Agreement, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended. Pinnacle shall also abide by all applicable laws related to Pinnacle and the medical service record retention. Client acknowledges that Pinnacle will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order, or business affidavit, as applicable).

(b) Access. Client understands and acknowledges that the Client is not entitled to access any patient medical records except to the extent allowed by law. Pinnacle is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Pinnacle may only disclose protected health information as authorized by and to the extent allowed by law.

(c) Retention and Destruction. Upon the termination of this Agreement for any reason, Pinnacle shall maintain all records created against the statutory and regulatory requirements. Should Client request records be maintained by Pinnacle beyond any state, local or federal rule due to an ongoing audit or

legal matter, then Client shall be invoiced for such retention for as long as such records are retained until written notice from Client to destroy such retained records.

This Section 7 shall survive the termination of this Agreement.

8. Audit. Upon Client providing thirty (30) days advance written notice to Pinnacle, Client may inspect the books (excluding confidential proprietary data), procedures, and records of Pinnacle to monitor compliance with this Agreement. Upon such request, such audit is at Client's sole expense and is responsible for any reasonable fees incurred by Pinnacle to assist in providing such access (including, but not limited to, reasonable copy charges, hourly rates for personnel to provide requested materials for such audit, and supplies needed to provide such access), in an amount to be agreed upon by the parties in advance of the audit. If an audit is requested and performed by Client, then Client will be invoiced as a separate line item for the agreed upon amount on the next monthly billing statement as a standard Service provided under this Agreement.

9. Breach. If either party commits a material breach of its obligations under this Agreement, other than a breach of a payment obligation, the non-breaching party will provide thirty (30) days written notice describing the material breach to the breaching party. The breaching party will have thirty (30) days to cure such breach. If the breach is not cured within such period, then the party not in breach may terminate this Agreement upon thirty (30) days' prior, written notice to the other party.

10. Miscellaneous.

(a) Entire Agreement; Amendment. All exhibits referenced in this Agreement ("Exhibits") shall be attached and incorporated herein. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, and arrangements, written or oral, between the parties hereto regarding the subject matter hereof. Only a written instrument executed by both parties may amend this Agreement.

(b) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given: (i) when personally delivered; (ii) if sent via overnight delivery by a nationally recognized overnight carrier, upon the delivery date; or (iii) if sent by United States mail, three (3) business days after deposit in postage prepaid, certified or registered mail, to the following respective addresses (or to such other address or addresses as either party may designate in writing):

If to Pinnacle : Pinnacle.  
Attn: Felicia Gomez  
6011 N. Fresno Street, Suite 120  
Fresno, CA 93710

If to Client: City of Clovis  
1033 5<sup>th</sup> Street  
Clovis, CA 93612  
Attn: Lori Shively

(c) Adequate Assurances. If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, Pinnacle may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides such assurances

in a reasonable time and manner acceptable to Pinnacle, then in addition to any other rights and remedies available, Pinnacle may in its sole discretion: (a) partially or totally suspend its performance of Services while awaiting assurances from Client, without any liability; and/or (b) require payment from Client in advance for services not yet provided, without any liability.

(d) Force Majeure. Neither party shall be liable for failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act of God, fire, inevitable accident, war, or any cause outside the reasonable control of the party who had the duty to perform.

(e) Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right, nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

(f) Assignment; Binding Effect. Neither party may assign this Agreement to any other person or entity without the prior written consent of the other party; provided however that Client acknowledges that certain professional services to be rendered by Pinnacle may be rendered by a professional association affiliated with Pinnacle. Notwithstanding anything contained herein to the contrary, either party may assign this Agreement, without consent, to the surviving entity in the event of a merger or sale of substantially all the assets. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors and assigns.

(g) Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

(h) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which the Services are performed, without regard to conflict/choice of law principles.

(i) Legislative Modification. Notwithstanding any other provision to the contrary: (a) in the event that any federal, state, or local law, rule, regulation, or interpretation thereof at any time during the term of this Agreement prohibits, restricts, or in any way materially changes the method or amount of reimbursement or payment for services under this Agreement, then this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction, or limitation; and (b) with respect to any law, rule, regulation, or interpretation thereof which results in a material increase in the cost of services provided by Pinnacle hereunder, Pinnacle shall have the right to increase its fees to reach that level of prices at which it is willing to provide services hereunder. With respect to any other prohibition, restriction, or change that causes this Agreement to be impermissible or materially different in its effect than contemplated herein, the parties hereto will, in good faith, negotiate and amend this Agreement to cause their relationship to be as consistent as possible with that which is created herein; if this Agreement is not so amended in writing prior to the effective date of said prohibition, restriction, or change, either party may terminate this Agreement upon written notice to the other party.

(j) Corporate Authority. The parties each represent and warrant that it has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The

execution, delivery and performance by each party of this Agreement and the engagement of Pinnacle to perform the Services set forth herein have been duly authorized by all requisite corporate action on the part of each party.

(k) Publicity. Each party shall submit to the other in advance any advertising, written sales promotions, press releases and other publicity matters relating to this Agreement or in which the other party's name is mentioned and shall not publish or use such advertising, sales promotion, press releases, or publicity matters without prior written approval of the other party. However, either party may, without prior written approval of the other party, include the other party's name and a factual description of the work performed under this Agreement in its lists of references and in the experience section of proposals to third parties, in internal business planning documents, in its annual report to shareholders, and whenever required for legal, accounting or regulatory purposes.

11. Insurance. Contractor shall satisfy the insurance requirements set forth in **Exhibit C**.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**Pinnacle Training Systems**

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

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

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

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

Pinnacle Training Systems.  
Attn: Felicia Gomez  
6011 N. Fresno Street, Suite 120  
Fresno, CA 93710

**CITY OF CLOVIS**

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

Name: Luke Serpa

Title: City Manager

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

City of Clovis  
Attn: Lori Shively  
1033 5<sup>th</sup> Street  
Clovis, CA 93612  
loris@cityofclovis.com  
559-324-2726

ATTEST

\_\_\_\_\_  
Karey Cha, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Scott G. Cross, City Attorney

EXHIBIT A  
PROPOSAL

# City of Clovis

## COVID-19 Screening/Testing Proposal November 15, 2021

Dear Lori:

Thank you for the opportunity to provide a quote to offer COVID-19 Screening/Testing to the City of Clovis employees. With the COVID-19 pandemic sweeping across California, it is imperative that all measures are taken to safeguard against exposure and reduce the spread of this illness. While it is important that social distancing and sanitation procedures are followed, employees may face increased risk of exposure to the virus at a workplace or facility. Furthermore, in light of the current economic landscape, an employee may feel compelled to work and may not disclose signs and symptoms of compromised health. Thus, many employers are using subjective and objective measures when screening their employees for new febrile respiratory illness with the goal of reducing risk of exposure.

By hiring Pinnacle Training Systems to conducted COVID-19 screenings and testing you are shielding the City of Clovis from potential HIPPA and other liability issues. This also creates some distance between employers and employees so your employees do not feel that they are being oppressed or “tested” directly by their employer or peers. Furthermore, specific procedures are followed by each screener and consistent policies are in place so everyone screened will be subject to the same criteria when determining entry into a facility. You can be assured that we will follow best practices for screening and testing your employees by asking questions relating to signs and symptoms of COVID-19 and measuring body temperature to follow the guidelines of the CDC.

The following outlines the general policies and procedures followed by Pinnacle Training Systems. We will work with the City of Clovis to customize our protocols to meet your company policies.

**Screening Procedures**

1. Screening location is an agreed upon area where privacy can be maintained.
2. Screening stations are staffed to screen employees efficiently (~ 15-20 seconds per person).
3. In the case where multiple people are being screened at one time, individuals are required to maintain a 6 foot distance apart which will be delineated.
4. The following questions are asked of each employee/visitor:

Since your last day of work, or since your last visit to this facility, have you experienced any of the following:

- Yes No      NEW fever (100.4 F or higher), a sense of having a fever, or chills?
- Yes No      NEW cough, sore throat, runny nose, shortness of breath not from an existing health condition?
- Yes No      Have you had close, unprotected contact with a suspected or known COVID-19 patient (spent longer than 15 minutes within 6 feet of someone who has symptoms of COVID)?

5. Body temperature is then measured (via an infrared thermometer) to ensure the employee/visitor does not have a fever of 100.4° F or higher.

6. If an employee/visitor answers YES to any of the questions OR has a temperature 100.4° F or higher, they should not be permitted to enter the facility (or if screening takes place in the facility, they should be asked to leave immediately). Employees should not be permitted to return to work for until they are symptom free for 72 hours without the use of fever-reducing medication AND have improvement in respiratory symptoms AND, at least 10 days have passed since symptoms first appeared.

7. If an employee meets the above criteria this will be reported to their supervisor (or an alternate protocol may be mutually agreed upon between City of Clovis and Pinnacle Training Systems).

**Testing Procedures**

If requested, Pinnacle Training Systems will be on-site to provide testing at a convenient location and time for employees. We will provide trained staff to conduct the SARS-coV-2 Nasal Swab test to detect the 2019 Novel Coronavirus. PCR results will be provided to our contracted lab and results returned in 48-72 hours (unless delayed due to backlog due to the pandemic). Rapid Antigen Test results will be provided within 15 min of the test via our customized HIPPA compliant on-line APP (unless otherwise agreed upon). All Personal Protection Equipment (PPE) will be provided by Pinnacle Training Systems and sanitary processes and procedures will be strictly followed.

**Customized Approach**

Pinnacle Training Systems will work with the City of Clovis to develop a strategy that best suits their needs. All individual health data collected during the screening process is protected by HIPAA and not provided to the employer. The only information provided to the employer is that an employee is outside the mandated guidelines. COVID-19 virus results will be provided to the employer and should an employee test positive, the County Health Department will be notified as mandated by law.

**Conclusions**

Pinnacle Training Systems is committed to meeting the needs of the City of Clovis. Our goal is to help you reduce employee risk of COVID-19 exposure by excluding those with febrile respiratory illness from the workplace. We partner with you to flatten the curve. Should you have any questions or concerns, please call me directly at 559-977-1739 or email me at fgomez@pinnacletrainingsystems.com

Sincerely,

*Felicia Gomez*

Felicia Gomez, Ph.D.



**EXHIBIT B**

**Fees for Services**

The fees outlined below includes all staff qualified to provide this type of screening, data collection and record keeping according to HIPAA regulations. Time and all materials are also incorporated in the cost.

**Screening:**

<b>Service</b>	<b>Cost</b>
Hourly Rate for each Screening Personnel	\$44.00/hour
COVID Testing of employees (at Pinnacle office)	PCR = \$145/pp; RAPID = \$82/pp
Onsite Weekly Testing (Rapid)	\$78.00/pp

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$2,000,000.00 per occurrence or claim, \$2,000,000 aggregate. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for a period of five years following 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) Business 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 Pinnacle 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 Pinnacle maintains higher limits than the minimums shown above, the Client 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 Client, 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 Pinnacle; and with respect to liability arising out of work or operations performed by or on behalf of the Pinnacle 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 Pinnacle 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 Pinnacle insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, agents, and

volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees, agents or volunteers shall be excess of the Pinnacle insurance and shall not contribute with it.

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

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

(v) Pinnacle grants to the Client a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Client by virtue of the payment of any loss under such insurance. Pinnacle 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 Client has received a waiver of subrogation endorsement from the insurer.

(vi) Any deductibles or self-insured retentions must be declared to and approved by the Client's Risk Services. The Client may require the Pinnacle 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. Pinnacle shall deliver to Client 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 Pinnacle right to be paid any compensation under this Agreement. Client'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 Client's right to insist upon such insurance later.

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

Pinnacle shall maintain all of the foregoing insurance coverages during the term of this Agreement, except as to (a) the products and completed operations coverage under the General Liability Insurance which shall also be maintained for a period of ten (10) years following completion of the Services by Pinnacle or termination of this Agreement, whichever is earlier; and (b) Professional Liability Insurance, which shall be maintained for a period of five (5) years following completion of the Services by Pinnacle or termination of this Agreement, whichever is earlier.

e. Subcontractors. If the Pinnacle should subcontract all or any portion of the work to be performed in this Agreement, the Pinnacle 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 Client 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 Pinnacle to City under this Agreement.



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 15, 2021

SUBJECT: Planning and Development Services - Approval – Final Acceptance for Final Map for Tract 6193, located at the southeast area of Ashlan and Leonard Avenues (Wilson Premier Homes, Inc.).

ATTACHMENTS: 1. Vicinity Map

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

For the City Council to:

1. Accept the public improvements for Tract 6193, and authorize recording the Notice of Completion; and
2. Authorize the release of the Performance Surety immediately and then release of the Labor and Materials Surety ninety (90) days after the recordation of the Notice of Completion, (provided no liens have been filed) and release of Public Improvements Maintenance Surety upon the expiration of the one-year warranty period and provided any defective work has been repaired to the City's satisfaction.

### **EXECUTIVE SUMMARY**

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

The owner has requested a deferment of street tree and sidewalk improvements along the street frontages of lots to the building permits of those lots. All other landscaping, including sidewalk along the side yards of lots has been constructed. Construction of street tree and sidewalk improvements will require an encroachment permit for each lot. The street trees and sidewalks

will be installed and will be completed according to the approved plans and ADA specifications prior to finaling the lot.

With the exception of the street trees and sidewalks, the construction or installation of the public improvements is complete. The owner has requested final acceptance. Staff is recommending approval of their request.

#### **FISCAL IMPACT**

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

#### **REASON FOR RECOMMENDATION**

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

#### **ACTIONS FOLLOWING APPROVAL**

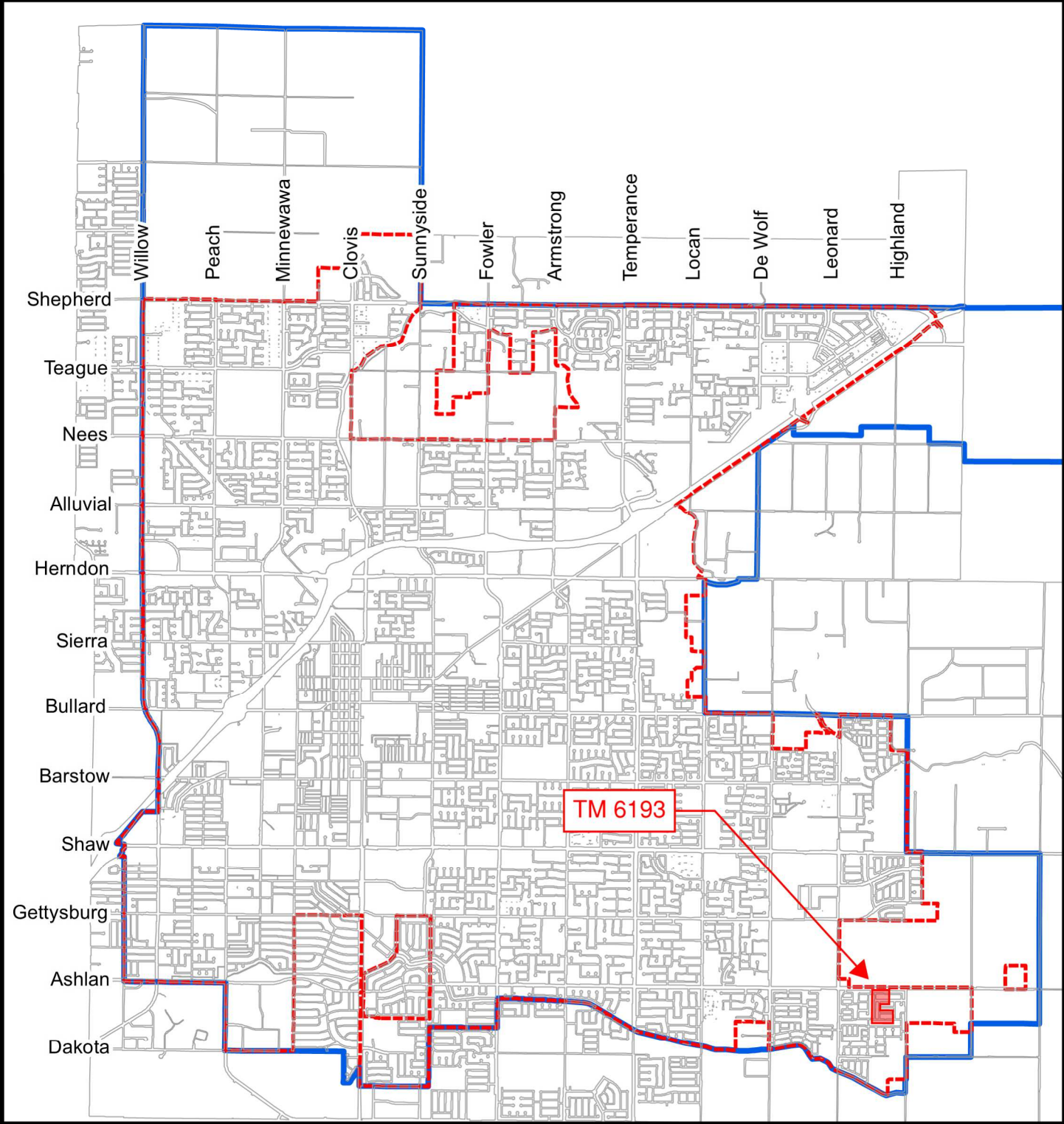
Record the Notice of Completion and release the Performance, Labor and Materials, and Maintenance Sureties as appropriate.

Prepared by: Gene G. Abella, Civil Engineer

Reviewed by: City Manager *GA*

# VICINITY MAP

Tract Map 6193 (Wilson Premier Homes, Inc.)



## ATTACHMENT 1





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: November 15, 2021

SUBJECT: Consider items associated with properties located at 2300 Minnewawa Avenue. City of Clovis, property owner/ applicant/ representative.

a. Consider Approval – Res. 21-\_\_\_\_, GPA2021-004, A request to amend the General Plan to re-designate approximately 0.85 acre of property from the General Commercial classification to the Public/Quasi Public Facilities classification.

b. Consider Introduction – Ord. 21-\_\_\_\_, R2021-008, A request to rezone approximately 0.34 acre of property from the C-2 (Community Commercial) Zone District to the P-F (Public Facilities) Zone District.

c. Consider Approval – Res. 21-\_\_\_\_, SPR2021-008, A request to approve the site layout and design for Fire Station 2.

**Staff:** Lily Cha, Associate Planner

**Recommendation:** Approve

ATTACHMENTS:

1. Res. 21-\_\_\_\_, GPA2021-004
2. Ord. 21-\_\_\_\_, R2021-008
3. Res. 21-\_\_\_\_, SPR2021-008
4. Site Plan and Elevations
5. Conditions of Approval
6. Correspondence from Agencies

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

The Planning Commission and staff recommends that the City Council:

- Approve General Plan Amendment GPA2021-004;
- Introduce Rezone R2021-008; and
- Approve Site Plan Review SPR2021-008

## EXECUTIVE SUMMARY

The applicant is proposing to demolish and replace the existing Fire Station 2 with a new and modernized facility. Fire Station 2 is located on Minnewawa Avenue, between W. Shaw and W. Santa Ana Avenues on approximately 0.85 acre of property (Figure 1). The Station Analysis published in the 2020 Clovis Fire Department Annual Report identifies the need for major upgrades to meet current regulations. As it exists, the building does not meet accessibility and current building code requirements. Additionally, at over 40-years of age, the fire station is showing signs of dilapidation, therefore requiring a whole new building. This project would demolish the existing roughly 6,500 square foot structure and construct a new 8,430 square foot fire station. The entire site would also be updated with improvements, such as new landscaping, and paving.

This project requires that the general plan land use designation of the site is updated to appropriately reflect the existing public facilities land use (fire station). The proposed General Plan Amendment would re-designate the site from the General Commercial designation to the Public/Quasi-public land use designation. Additionally, a portion of the site's zone district must be rezoned from the C-2 (Community Commercial) Zone District to the P-F (Public Facilities) Zone District to correctly represent the appropriate land use.

FIGURE 1 – Project Location





## BACKGROUND

- General Plan Designation: General Commercial
- Specific Plan Designation: N/A
- Existing Zoning: P-F (Public Facilities) & C-2 (Community Commercial)
- Lot Size: 0.85 acre
- Current Land Use: Fire Station
- Adjacent Land Uses:
  - North: Commercial
  - South: Multi-Family
  - East: Multi-Family
  - West: Commercial
- Previous Entitlements: CUP77-4, R77-14, SPR92-23, SPR95-25

Fire Station 2 was approved for construction and operation with conditional use permit CUP77-4 in April of 1977. The facility has been expanded and modified over the years with the most recent record being SPR95-25 when an additional drive bay was approved for the building in January of 1996 for a total of 3-bays.

## PROPOSAL AND ANALYSIS

The project entails the demolition and reconstruction of the Fire Station 2. The project is associated with a General Plan Amendment and Rezone to update the land use designation and zone district to reflect the appropriate use of land.

### General Plan Amendment

The existing land use designation is inconsistent with the fire station use. As a fire station, the land use designation of the property should be consistent with the public facility land use. Records show that the property was designated for a shopping center in the 1963 General Plan and subsequently updated to the current designated commercial term of "General Commercial." Although the site is now considered legal non-conforming, the public facility was permitted in accordance with the governing ordinance at the time of its approval. During this time, the City's Ordinance allowed the operation of public facilities, such as the fire station, in any and all zone districts with the approval of a conditional use permit. Fire Station 2 was approved by conditional use permit (CUP77-4) in April of 1977.

The discrepancy in the land use designation established by the 2014 Clovis General Plan and zoning ordinance created a legal non-conforming status for the fire station. This status allows the current use to continue operations until expansion or cessation occurs. In this situation, the proposed replacement would trigger the need to update the sites General Plan land use designation. The proposed general plan amendment would re-designate the site's existing land use designation of General Commercial to Public/Quasi-public Facility, thus, if approved, would bring the site into conformance with the existing use of land.

### Findings for Approval of a General Plan Amendment

The findings to consider when making a decision on a general plan amendment application include:

1. The proposed amendment is internally consistent with goals, policies, and actions of the General Plan;

*It is integral that Fire Station 2 continue operations to serve its designated area of the City. General Plan Policy 6.1 aims to maintain staffing, facilities, and training activities to effectively respond to emergency and general public service calls.*

*The proposed amendment would establish consistency between the existing fire station operation and the land use designation.*

2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City;

*The project is not detrimental to the public interest, health, safety, and convenience, or general welfare of the City. The fire station's continued operations would maintain public health and safety.*

3. If applicable, the parcel is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested/ anticipated project;

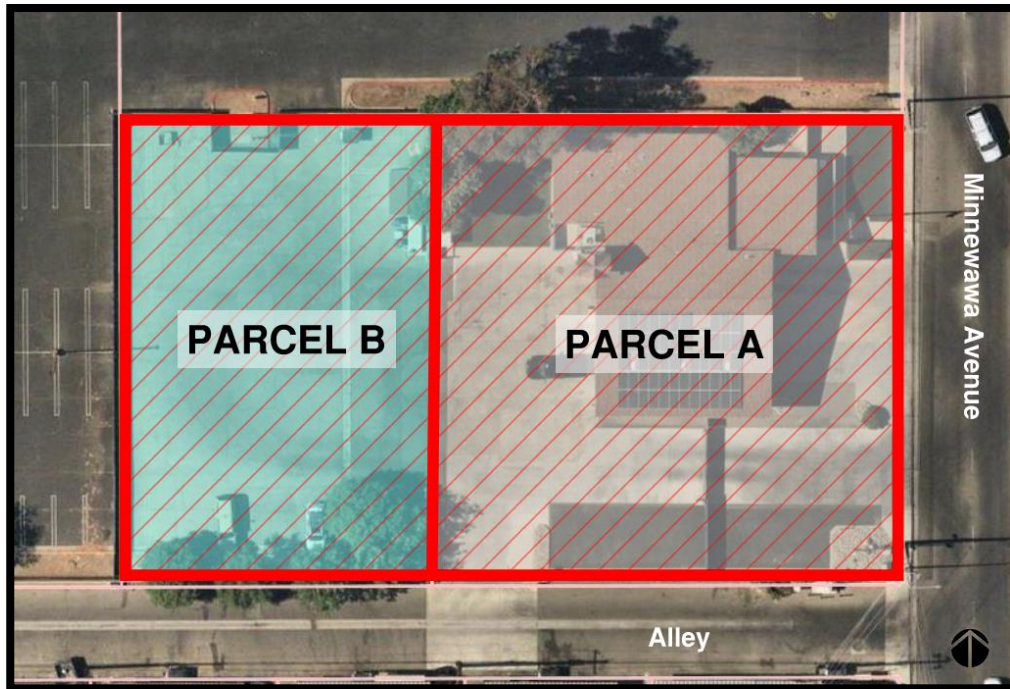
*The project would demolish and rebuild Fire Station 2 with a slightly larger building footprint with the same location and circulation as the existing facility. The project site is physically suitable for the type and intensity of the proposed project.*

4. There is compelling reason for the amendment.

*The amendment is required to bring the land use designation into conformance with the existing fire station. For health and safety purposes, it is essential that Fire Station 2 continue operations at this location to serve this area of the City.*

### **Rezone**

The project site is composed of two parcels with different zone districts (**See Figure 2**). The larger parcel (0.51 acre) (Parcel A in **Figure 2**) is appropriately zoned for the public facilities use. It is zoned P-F (Public Facilities) and therefore no zoning action is required for this portion of the site. Zoning action is required for the 0.34 acre parcel (Parcel B in **Figure 2**). The parcel is currently zoned C-2 (Community Commercial) and must be rezoned to the P-F (Public Facilities) Zone District for consistency with the proposed land use designation and existing fire station use.



**FIGURE 2 – Site Parcels**

*Findings for Approval of a Rezone*

Amendments to the zone map may be approved only if the review authority can make the following findings:

1. The proposed amendment is consistent with the goals, policies, and actions of the General Plan;

*The proposed amendment is consistent with the proposed Public/Quasi-Public Facilities land use designation. The purpose of the amendment is to update both the land use designation and zone district of the site to meet the existing and previously approved fire station operation. Continued operation of this facility is integral for the city to maintain fire services to this area of the City per General Plan Policy Goal 6.1.*

2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

*The project is not detrimental to the public interest, health, safety, and convenience, or general welfare of the City. The fire station's continued operations would maintain public health and safety.*

3. The parcel is physically suitable (including absence of physical constraints, access, and compatibility with adjoining land uses, and provisions of utilities) for the requested zoning designations and anticipated land uses/ projects.

*The project would demolish and rebuild Fire Station 2 with a slightly larger building footprint with the same location and circulation as the existing facility. The project site is physically suitable for the type and intensity of the proposed project.*

### Site Plan Review

In addition to the proposed GPA and Rezone, the project is also subject to the Site Plan Review (SPR) process. The SPR process analyzes the proposed development to ensure compliance with the City's development standards. Development standards for this project are per Table 2-8 of Section 9.16.030, Special Purpose District General Development Standards, of the Clovis Municipal Code. The project meets the associated development standards.

**TABLE 2-8: P-F ZONE DISTRICT**

<i>Development Feature</i>	<i>Applicable Standard</i>
Minimum Parcel Size	None
Minimum Parcel Dimensions	None
Maximum Parcel Coverage	None
Front Setback (minimum)	15 ft.
Side Setback (minimum)	10 ft. from any residential district
Street Side Setback (minimum)	10 ft. from any residential district
Rear (minimum)	10 ft. from any residential district
Maximum Height	40 ft. / 3 stories

### Circulation and Parking

As stated earlier, the overall circulation pattern of the site will remain similar to that of the existing site. As shown in **Figure 3**, access to and from the site will continue to be from Minnewawa Avenue. A second point of access will be maintained from the adjacent alley to the south through an automatic gate. Internal circulation will also remain the similar with the exception of the location and orientation of parking stalls. Currently, parking stalls are located along the north and south property line towards the rear of the facility. The proposed site plan will relocate parking stalls along the west property line at the rear of the facility, allowing for space and placement of associated facility features such as a back-up generator, trash enclosures, and a fuel storage vault to be installed along the north property line. A total of twelve parking stalls are proposed within the enclosed portion of the facility with one accessible parking stall to be located at the front of the facility.

All features located within the rear of the facility will be shielded from public view by a 6-foot tall, perimeter Concrete Masonry Unit (CMU) wall.

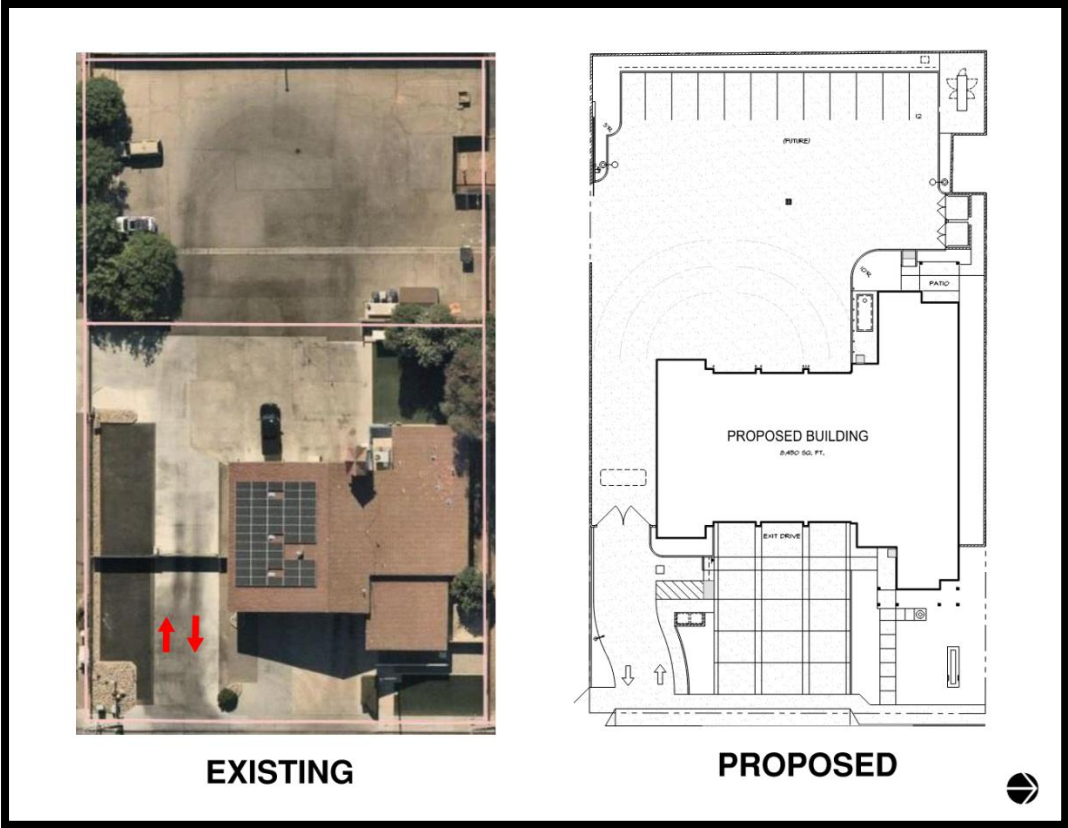


FIGURE 3 – Existing and Proposed

Building and Architecture

With the successful design of the formerly approved Fire Station 6 building, a determination was made to arrange the Fire Station 2 floor plan similar to that of Fire Station 6 with minor modifications. Fire Station 2 has a proposed building foot-print of 8,430 square feet. The building is inclusive of 3 apparatus bays, a gym, an office space, 6 dorm rooms, 3 restrooms, and associated laundry room, kitchen, and TV room. The building would accommodate the same operations as the current facility.

Although Fire Station 2 is not located within a specific plan area with unique design guidelines, it is located within the Helm Ranch area (See **Figure 4**). This area of the City is commonly referred to as the Historic Helm Ranch because much of the land in the area was farmed by the Helm family in the late 1880's. As an older part of the City, the Helm Ranch area is representative tract development of the 1950's era with much of the homes retaining this look today. Homes in this area are typically single-story with low and linear rooflines inclusive of hip roofs, stucco exterior walls, and stone skirting. During the planning stages of the now Helm Ranch Community Park (located at the northwest corner of W. Ashlan and



FIGURE 4 – Helm Ranch Sign

Minnewawa Avenues), former Planning and Development Services Director, Dwight Kroll, promoted the historical concept and theme of the Helm Ranch area. The direction in design was inspired by the tower of an existing residence within this area. As a result, the Historic Helm Ranch sign and the “Craftsman” and “Ranch-house” design were inherited for this area.

Staff and the project architect for Fire Station 2 (Russ Taylor) worked closely together to design a building that is representative of the Helm Ranch theme while also fitting the characteristic of a residential neighborhood. As shown in **Figure 5**, the Fire Station 2 architecture is reflective of a “Ranch house” style with a long low-pitch roofline, gabled and hip roof, both vertical and horizontal siding, large windows, a seam metal roof, and a front covered patio area. The exterior colors are also representative of a “modern ranch house” look with white exterior walls, a dark roof, and dark stone skirting. Window trims and the bay doors will be accentuated with a complementary blue color. The building design is consistent with the intended design of the Helm Ranch area and has a residential appearance that would be compatible with the character of the surrounding residential environment.



**FIGURE 5 – Building Elevation**

#### Findings for Approval of a Site Plan Review

The findings to consider when making a decision on a site plan review application include:

1. Be allowed within the subject zoning district;

*This project entails the demolition and reconstruction of the existing Fire Station 2. The proposed General Plan Amendment and Rezone will update the land use and zoning designations to be consistent with the existing use that was approved under the governance of the previous ordinances. The fire station facility is allowed within the proposed P-F Zone District.*

2. Be in compliance with all of the applicable provisions of this Development Code that are necessary to carry out the purpose and requirements of the subject zoning district, including prescribed development standards and applicable design standards, policies and guidelines established by resolution of the Council;

*The project is in compliance with the established development standards of the P-F Zone District.*

3. Be in compliance with all other applicable provisions of the Clovis Municipal Code;

*The project has been reviewed by other City departments for consistency with their respective codes and standards was determined to be consistent.*

4. Be consistent with the General Plan and any applicable specific plan. (§ 2, Ord. 14-13, eff. October 8, 2014).

*The project is consistent with General Plan Policy 6.1 which aims to maintain staffing, facilities, and training activities to effectively respond to emergency and general public service calls. This project would demolish and reconstruct Fire Station 2. Operations will remain the same as existing.*

*The proposed General Plan Amendment would establish consistency between the existing fire station operation and the land use designation.*

### **Review and Comments from Agencies**

The Project was distributed to all City Divisions as well as outside agencies, including Caltrans, Clovis Unified School District, Fresno Irrigation District, Fresno Metropolitan Flood Control District, AT&T, PG&E, San Joaquin Valley Air Pollution Control District, State Department of Fish and Wildlife, and the County of Fresno.

Comments received are attached only if the agency has provided concerns, conditions, or mitigation measures. Routine responses and comment letters are placed in the administrative record and provided to the applicant for their records.

### **Public Comment**

A public notice was sent to area residents within 800 feet of the property boundaries. Staff has not received comments or concerns from the public upon finalization of this report.

### **Planning Commission**

The Planning Commission considered this project on Thursday, October 28, 2021. The Commission recommended approval of the project by a vote of 5-0. One question came up regarding where the temporary location of the Fire Station 2 would be in order to provide service while the new station is under construction. Deputy Fire Chief Chris Eck indicated that the Fire Training Facility would house temporary firefighters to ensure adequate service is maintained. In addition, one nearby resident spoke in support of the project.

### **California Environmental Quality Act (CEQA)**

The project is exempt from CEQA pursuant to CEQA section 15061(b)(3) and Class 2 categorical exemption. CEQA section 15061(b)(3) is applicable to the General Plan Amendment and Rezone update to meet the existing use of land. Because the applications are correcting the land use designation and zoning to match the existing use of land, there is no potential for

causing a significant effect on the environment. The Class 2 exemption pertains to the replacement or reconstruction of existing structures and facilities. In this case, the project is reconstructing the fire station facility which would have substantially the same purpose and capacity as the existing facility.

The Notice of Exemption has been completed. Staff will file the notice with the County Clerk if the project is approved.

The City published notice of this public hearing in The Business Journal on Wednesday, November 3, 2021.

### **FISCAL IMPACT**

The anticipated cost of the project is approximately \$8.3 million with the source of funding from the City's general funds. The project cost estimate is in the process of being prepared.

### **REASON FOR RECOMMENDATION**

The project aims to demolish the outdated Fire Station 2 and replace it with a new and updated facility for the continuation of operations. Capacity and operation would remain the same as the existing facility. The project would also establish consistency between the general plan land use and zoning of the site by alignment with the existing use. The Planning Commission and staff therefore recommend that the City Council approve GPA2021-004, R2021-008, and SPR2021-008, subject to the conditions of approval provided as **Attachment 5**.

### **ACTIONS FOLLOWING APPROVAL**

The second reading of the Rezone Ordinance will be heard by the City Council at its next regular meeting and if approved, will go into effect 30 days from its passage and adoption.

Prepared by: Lily Cha, Associate Planner

Reviewed by: City Manager *[Signature]*



**RESOLUTION 21-\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING GENERAL PLAN AMENDMENT GPA2021-004 TO AMEND THE 2014 CLOVIS GENERAL PLAN LAND USE ELEMENT FOR APPROXIMATELY 0.85 ACRES LOCATED ON MINNEWAWA AVENUES BETWEEN W. SHAW AND W. SANTA ANA AVENUES AND FINDING THAT THE PROJECT IS EXEMPT FROM CEQA PURSUANT TO A CLASS 2 CATEGORICAL EXEMPTION**

**WHEREAS**, City of Clovis, 1033 Fifth Street, Clovis CA, 93619, submitted an application for General Plan Amendment GPA2021-004 in connection with the proposed reconstruction of Fire Station 2 (“Project”) on approximately 0.83 acres of property located at 2300 Minnewawa Avenue (“Property”); and

**WHEREAS**, GPA2021-004 proposes to amend the 2014 Clovis General Plan Land Use Element for the Property from the General Commercial designation to the Public/Quasi Public Facilities designation; and

**WHEREAS**, the proposed General Plan Amendment will facilitate development of the project on the property; and

**WHEREAS**, the proposed General Plan Amendment is consistent with the intent and purpose of the General Plan; and

**WHEREAS**, on October 28, 2021, the Planning Commission considered GPA2021-004; and

**WHEREAS**, the Planning Commission voted to recommend approval of GPA2021-004, to the City Council; and

**WHEREAS**, the Planning Commission’s recommendations were forwarded to the City Council for consideration; and

**WHEREAS**, the City published notice of the public hearing in the Fresno Business Journal on November 3, 2021, mailed public notices to property owners within 800 feet of the Property ten (10) days prior to the City Council hearing, and otherwise posted notice of the public hearing according to applicable law; and

**WHEREAS**, a duly noticed public hearing was held on November 15, 2021; and

**WHEREAS**, the City Council considered the CEQA analysis outlined in the staff report and elsewhere in the Administrative Record which determines that the Project meets the requirements of a Class 2 (Replacement or Reconstruction) Categorical Exemption pursuant to CEQA Guidelines section 15302 and, furthermore, finds that there is no possibility the project could have a significant effect on the environment, exempting the project pursuant to CEQA Guidelines section 15061(b)(3); and

**WHEREAS**, the City Council has had an opportunity to review and consider the entire Administrative Record relating to the Project, which is on file with the Department, and reviewed and considered those portions of the Administrative Record determined to be necessary to make

an informed decision, including, but not necessarily limited to, the staff report, the written materials submitted with the request, and the verbal and written testimony and other evidence presented during the public hearing.

**NOW, THEREFORE, BASED UPON THE ENTIRE RECORD OF THE PROCEEDINGS, THE CITY COUNCIL RESOLVES AND FINDS AS FOLLOWS:**

1. The proposed General Plan Amendment is internally consistent with the goals, policies, and actions of the General Plan.
2. The proposed General Plan Amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.
3. The Property is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the development of the Project.
4. There is a compelling reason for the amendment, namely, to facilitate development of the Project on the property.
5. The City Council finds that the Project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15302 (Class 2 – Replacement or Reconstruction) and, furthermore, finds that there is no possibility the project could have a significant effect on the environment, exempting the project pursuant to CEQA Guidelines section 15061(b)(3).
6. The basis for the findings is detailed in the November 15, 2021 staff report, which is hereby incorporated by reference, the entire Administrative Record, as well as the evidence and comments presented during the public hearing.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 15, 2021, by the following vote, to wit.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED: November 15, 2021

\_\_\_\_\_  
Mayor

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

## ORDINANCE 21-\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF CLOVIS IN ACCORDANCE WITH SECTION 9.08.020 AND CHAPTER 9.86 OF THE CLOVIS MUNICIPAL CODE TO REZONE FROM THE COMMUNITY COMMERCIAL (C-2) ZONE DISTRICT TO THE PUBLIC FACILITIES (P-F) ZONE DISTRICT FOR APPROXIMATELY 0.34 ACRES LOCATED ON MINNEWAWA AVENUES BETWEEN W. SHAW AND W. SANTA ANA AVENUES AND FINDING THAT THE PROJECT IS EXEMPT FROM CEQA PURSUANT TO A CLASS 2 CATEGORICAL EXEMPTION**

**WHEREAS**, City of Clovis, 1033 Fifth Street, Clovis CA, 93619, submitted an application for Rezone Application R2021-008 in connection with the proposed reconstruction of Fire Station 2 (“Project”) on approximately 0.85 acres of property located at 2300 Minnewawa Avenue (“Property”); and

**WHEREAS**, Rezone Application R2021-008 proposes to rezone the property from the C-2 (Community Commercial) Zone District to the P-F (Public Facilities) Zone District; and

**WHEREAS**, the proposed rezone will facilitate development of the Project on the property; and

**WHEREAS**, the Planning Commission held a noticed public hearing on October 28, 2021, to consider the project approval, at which time interested persons were given opportunity to comment on the project; and

**WHEREAS**, the Planning Commission voted and recommended that the City Council approve R2021-008; and

**WHEREAS**, the Planning Commission’s recommendations were forwarded to the City Council for consideration; and

**WHEREAS**, the City published notice of the public hearing in the Fresno Business Journal on November 3, 2021, mailed public notices to property owners within 800 feet of the Property ten (10) days prior to the City Council hearing, and otherwise posted notice of the public hearing according to applicable law; and

**WHEREAS**, a duly noticed public hearing was held on November 15, 2021; and

**WHEREAS**, the City Council considered the CEQA analysis outlined in the staff report and elsewhere in the Administrative Record which determines that the Project meets the requirements of a Class 2 (Replacement or Reconstruction) Categorical Exemption pursuant to CEQA Guidelines section 15302 and, furthermore, finds that there is no possibility the project could have a significant effect on the environment, exempting the project pursuant to CEQA Guidelines section 15061(b)(3); and

**WHEREAS**, the City Council has had an opportunity to review and consider the entire Administrative Record relating to the Project, which is on file with the Department, and reviewed and considered those portions of the Administrative Record determined to be necessary to make an informed decision, including, but not necessarily limited to, the staff report and staff presentation, the written materials submitted with the request, and the verbal and written testimony and other evidence presented during the public hearing.

**NOW, THEREFORE, BASED UPON THE ENTIRE RECORD OF THE PROCEEDINGS, THE CITY COUNCIL FINDS AS FOLLOWS:**

1. The proposed rezone, is consistent with the goals, policies, and actions of the adopted General Plan.
2. The proposed rezone would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.
3. The Property is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested zoning designation and development of the Project.
4. The City Council finds that the Project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15302 (Class 2 – Replacement or Reconstruction) and, furthermore, finds that there is no possibility the project could have a significant effect on the environment, exempting the project pursuant to CEQA Guidelines section 15061(b)(3).
5. The basis and evidence for the findings are detailed in the November 15, 2021, staff report and staff presentation addressing the Project during the November 15, 2021, public hearing, both of which are hereby incorporated by reference, the entire Administrative Record, as well as the evidence and comments presented during the public hearing.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLOVIS DOES ORDAIN AS FOLLOWS:**

Section 1 The Official Map of the City is amended in accordance with Section 9.08.020 and Chapter 9.86 of the Clovis Municipal Code by rezoning certain land in the City of Clovis, County of Fresno, State of California, to wit:

**LEGAL DESCRIPTION:**

See the attached Attachment A.

From the C-2 (Community Commercial) Zone District to the P-F (Public Facilities) Zone District.

Section 2 This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

APPROVED: November 15, 2021

\_\_\_\_\_  
Mayor

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

\* \* \* \* \*

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on November 15, 2021 and was adopted at a regular meeting of said Council held on December 6, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: December 6, 2021

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

**ATTACHMENT A  
LEGAL DESCRIPTION**

A portion of the Northeast quarter of the Northwest quarter of Section 17, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, lying in the City of Clovis, County of Fresno, State of California, described as follows, to wit:

The west 99.58 feet of the south 150.00 feet of Parcel N of Parcel Map 8447 as recorded in Book 43 of Parcel Maps at Page 1, Fresno County Records.

APN: 499-230-95T

**RESOLUTION 21-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING A SITE PLAN REVIEW TO ALLOW FOR THE RECONSTRUCTION OF FIRE STATION 2 ON 0.85 ACRES LOCATED ON MINNEWAWA AVENUE BETWEEN W. SHAW AND W. SANTA ANA AVENUES AND FINDING THAT THE PROJECT IS EXEMPT FROM CEQA PURSUANT TO A CLASS 2 CATEGORICAL EXEMPTION**

**WHEREAS**, City of Clovis, 1033 Fifth Street, Clovis, CA 93612, has applied for a Site Plan Review SPR2021-008 in connection with the proposed reconstruction of Fire Station 2 (“Project”) on approximately 0.85 acres of property located at 2300 Minnewawa Avenue (“Property”); and

**WHEREAS**, Site Plan Review SPR2021-008, was filed on August 24, 2021, and was presented to the Clovis City Council for approval in accordance with Title 9, Chapter 9.56, of the Clovis Municipal Code; and

**WHEREAS**, the proposed Site Plan Review SPR2021-008 was assessed under the provisions of the California Environmental Quality Act (CEQA) and was determined to be exempt pursuant to CEQA Guidelines section 15302 as a Class 2 categorical exemption for replacement and reconstruction of existing structures or facilities and, furthermore, that there is no possibility the project could have a significant effect on the environment, exempting the project pursuant to CEQA Guidelines section 15061(b)(3); and

**WHEREAS**, on October 28, 2021, the Planning Commission considered site plan review SPR2021-008; and

**WHEREAS**, the Planning Commission voted to recommend approval of SPR2021-008, to the City Council; and

**WHEREAS**, the Planning Commission’s recommendations were forwarded to the City Council for consideration; and

**WHEREAS**, the City published notice of the public hearing in the Fresno Business Journal on November 3, 2021, mailed public notices to property owners within 800 feet of the property ten (10) days prior to the City Council hearing, and otherwise posted notice of the public hearing according to applicable law; and

**WHEREAS**, a duly noticed public hearing was held on November 15, 2021; and

**WHEREAS**, the City Council considered the CEQA analysis outlined in the staff report and elsewhere in the Administrative Record which determines that the Project meets the requirements of a Class 2 (Replacement or Reconstruction) Categorical Exemption pursuant to CEQA Guidelines section 15302; and

**WHEREAS**, the City Council has had an opportunity to review and consider the entire Administrative Record relating to the Project, which is on file with the Department, and reviewed and considered those portions of the Administrative Record determined to be necessary to make

an informed decision, including, but not necessarily limited to, the staff report, the written materials submitted with the request, and the verbal and written testimony and other evidence presented during the public hearing, and the conditions of approval attached as **Attachment B** to this Resolution, which are incorporated herein by this reference.

**NOW, THEREFORE, BASED UPON THE ENTIRE RECORD OF THE PROCEEDINGS, THE CITY COUNCIL RESOLVES AND FINDS AS FOLLOWS:**

1. The City Council hereby approves Site Plan Review SPR2021-008.
2. The project is allowed within the subject zoning district.
3. The project is in compliance with all of the applicable provisions of this Development Code that are necessary to carry out the purpose and requirements of the subject zoning district, including prescribed development standards and applicable design standards, policies and guidelines established by resolution of the Council.
4. The project in compliance with all other applicable provisions of the Clovis Municipal Code.
5. The project is consistent with the General Plan and any applicable specific plan.
6. The City Council finds that the Project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15302 (Class 2 – Replacement or Reconstruction) and, furthermore, finds that there is no possibility the project could have a significant effect on the environment, exempting the project pursuant to CEQA Guidelines section 15061(b)(3).
7. The basis for the findings is detailed in the November 15, 2021 staff report, which is hereby incorporated by reference, the entire Administrative Record, as well as the evidence and comments presented during the public hearing.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on November 15, 2021, by the following vote, to wit.

AYES:  
 NOES:  
 ABSENT:  
 ABSTAIN:

DATED: November 15, 2021

\_\_\_\_\_  
 Mayor

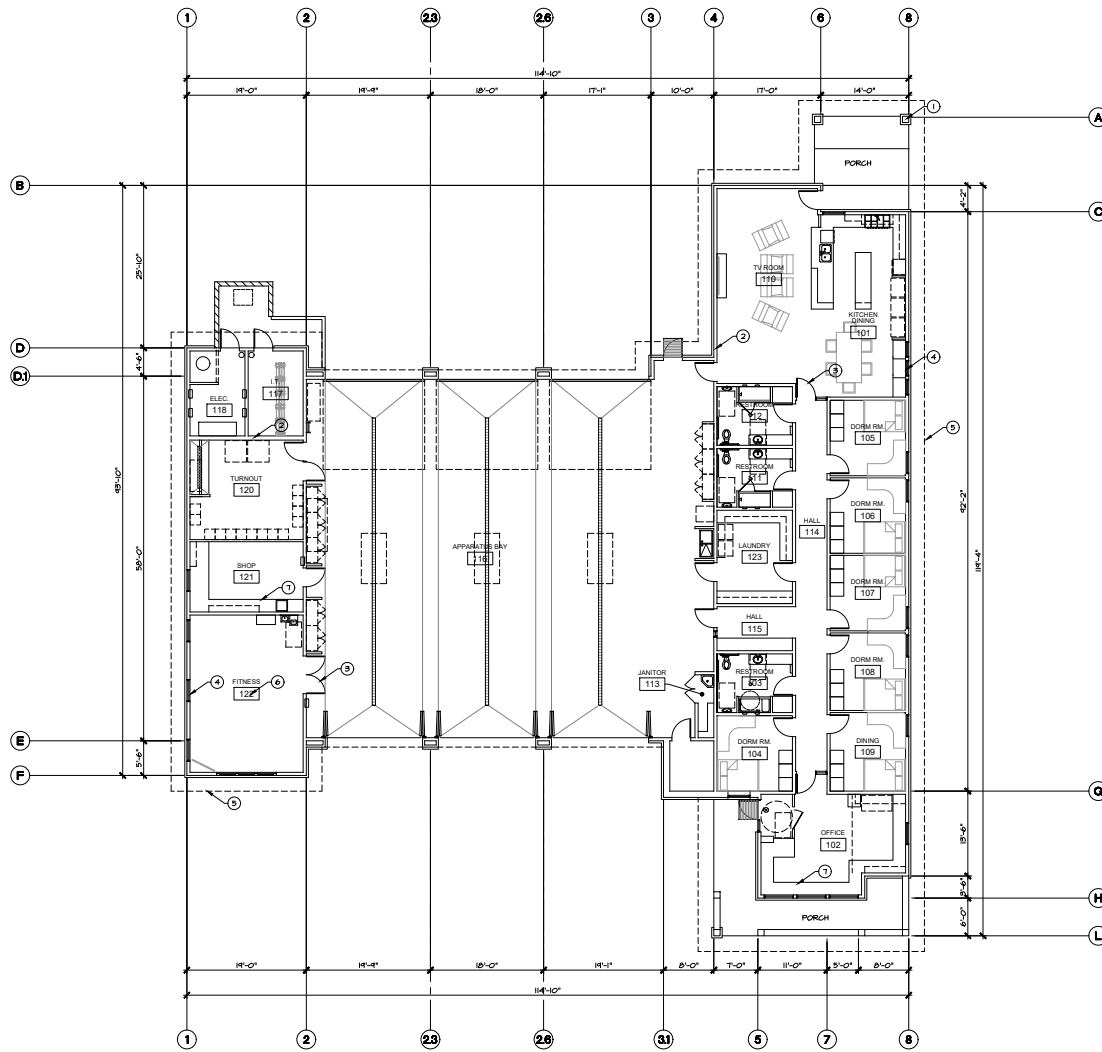
\_\_\_\_\_  
 City Clerk



**ATTACHMENT A**  
**(SPR to be provided when finalized)**

**ATTACHMENT B**  
**(Conditions of approval to be provided when finalized)**





**FLOOR PLAN KEYNOTES**

- 1 INDICATES COLUMN, TYP.
- 2 INDICATES HALL, TYP.
- 3 INDICATES DOOR, TYP.
- 4 INDICATES HINGED, TYP.
- 5 INDICATES ROOF ABOVE, TYP.
- 6 INDICATES ROOM MARK, TYP.
- 7 INDICATES CORNER, TYP.

**GENERAL NOTES**

- 1. ALL ACCESSIBILITY-RELATED ITEMS TO COMPLY W/ CBC CHAPTER 11B AND 2010 ADAAS



DATE	DESCRIPTION

PROPOSED NEW CONSTRUCTION:  
 CITY OF CLOVIS FIRE STATION NO. 2  
 2300 MINNEWAWA AVE.  
 FRESNO, CA 98812

KEYNOTE FLOOR PLAN

No other files necessary for project completion. All files are to be submitted to the City of Clovis. The City of Clovis reserves the right to request additional information or clarification at any time. The City of Clovis is not responsible for any errors or omissions in this plan. The City of Clovis is not responsible for any damage to property or injury to persons resulting from the use of this plan. The City of Clovis is not responsible for any costs incurred by the City of Clovis in connection with the use of this plan.

KEYNOTE FLOOR PLAN

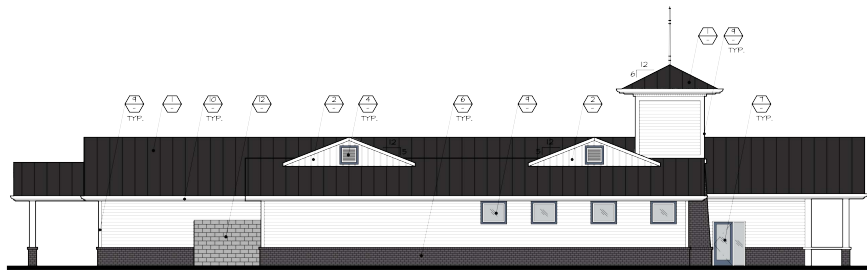




**(A)** NORTH ELEVATION



**(B)** EAST ELEVATION



**(C)** SOUTH ELEVATION



**(D)** WEST ELEVATION

EXTERIOR FINISH SCHEDULE		MATERIAL PK. SYMBOL PK.
MARK	MATERIAL DESCRIPTION	
1	STANDING SEAM METAL ROOF	-
2	GENEITIOUS VERTICAL SIDING	-
3	GENEITIOUS HORIZONTAL SIDING	-
4	REFINISHED LOWER ATTIC VENT	-
5	HIGH SPEED VERTICAL FOLDING DOORS	-
6	BRICK VENEER	-
11	STOREFRONT DOOR 4 WINDOW SYSTEM	-
8	VINYL FRAME WINDOW SYSTEM, SEE WINDOW SCHEDULE	-
4	GENEITIOUS TRIM	-
10	PAINTED GSH OUTER	-
11	ORNAMENTAL COPPER SPIRE	-
12	CMU WALL	-
13	HOLLOW METAL DOOR 4 FRAME	-

DATE	REVISION

PROPOSED NEW CONSTRUCTION:  
 CITY OF CLOVIS FIRE STATION NO. 2  
 2300 MINNEWAWA AVE.  
 FRESNO, CA 93812

EXTERIOR ELEVATIONS

## Conditions of Approval – SPR2021-008

### Planning Division Comments (Lily Cha, Associate Planner – 559-324-2335)

1. SPR2021-008 approves the demolition and reconstruction of the existing Fire Station 2 located at Minnewawa between Shaw and Santa Ana Avenues.
2. SPR2021-008 is granted per the site layout provided as **Attachment 4** in this report.
3. All conditions of SPR2021-008 shall be placed in the building permit set prior to plan check submittal and the issuance of permits.
4. A signed “Acceptance of Conditions” shall be provided to the Planning Department within 30 days of the date of approval of site plan review.
5. All plans submitted for building permits shall be consistent with the Site Plan Review per CMC 9.3.408 C.1.
6. The Project shall conform to the development standards prescribed under the P-F (Public Facilities) Zone District and the Loma Vista Specific Plan unless modified through SPR2021-008.
7. Any proposed future modifications not approved under SPR2021-008, such as building exteriors, parking and loading areas, fence/walls, and/or landscaping shall require a site plan review amendment.
8. During construction, applicant and assigned contractors for safety purposes shall keep the public right-of-way clear of obstructions, and provide for interim clean-up on a daily basis.
9. All landscaping shall conform to the City of Clovis Water Efficient Landscape Ordinance.
10. Setbacks shall be measured to the exterior face of the framing of the structure. Exceptions to the setbacks are identified in Section 9.24.100 of the Clovis Municipal Code.

### Signage

11. All signage which are intended to be viewed from the outside shall require separate sign permits prior to installation.
12. Lighting for exterior illuminated signs shall not create a hazardous glare for pedestrians or vehicles, either in a public street or on any private premises. Each sign

shall be designed so that illumination does not exceed ten (10) candlepower at a distance of ten feet (10'), measure from the base of the sign.

13. The proposed freestanding sign is limited to external illumination.

### **HVAC and PG&E Utility Placement Considerations/Screening Requirements**

14. All electrical and HVAC equipment shall be screened to the specifications of the Planning Department. If ground-mounted, applicant shall show methods proposed to architecturally integrate equipment locations, or show methods proposed to screen equipment using landscaping. Any roof-mounted equipment placements shall be completely screened from view and architecturally integrated into the roof using roof wells or continuous building perimeter fascia screening. Any wall-mounted equipment shall be painted to match the exterior wall.

15. Roof access ladders shall be located within the interior of the building. Exterior wall mounted ladders are prohibited.

16. Future placement of roof-mounted equipment, which is not part of this site plan approval, may require amendment to this Site Plan Review.

17. Fire sprinkler risers shall be located within the interior of the building or located out of public view. Locations shall be approved by the Planning Department prior to the issuance of building permits.

### **Building Colors, Materials and Lighting Considerations**

18. All exterior lighting shall be directed away from adjacent properties and not interfere with the driving safety of vehicular traffic.

19. The applicant shall contact the Planning Department when all site lighting is operational. Additional light screening may be required.

### **Parking, Loading, Circulation, and Storage**

20. The project shall provide and maintain 13 parking stalls on the site.

21. The applicant shall address ADA parking requirements subject to Building Division requirements. The applicant's project shall maintain required parking stall counts inclusive of ADA parking stalls.

22. Perpendicular (90 degree) parking spaces shall measure a minimum of 10' wide by 20' deep (18' deep with 2' bumper overhang into non-required landscape).

23. Any landscaping or other objects shall be placed as not to cause interference within a 2-foot bumper overhang.

24. An accessible path from the front entrance of the Project to the City sidewalk shall be provided per accessibility regulations.
25. Provide bicycle parking per the California Green Building Code.

### **Landscape**

26. Landscape and irrigation plans shall be submitted to the City for review and approval.
27. Landscape and irrigation systems shall be completed prior to issuance of a Certificate of Occupancy.
28. Landscaping shall comply with the City's adopted Water Efficiency Ordinance.
29. A six-inch (6") high curb shall be installed around all planter areas adjacent to parking indicated on the approved site plan.

### **FIRE DEPARTMENT CONDITIONS** (Rick Fultz, Department Representative - 324-2214)

30. All Fire Department comments shall be on approved plans.

### **Water Systems**

- 31. Commercial Fire Hydrant:** The applicant shall install 1 4 ½" x 4 ½" x 2 ½" approved Commercial Type hydrant(s) and "Blue Dot" hydrant locators, paint fire hydrant(s) yellow with blue top and caps, and paint the curb red as specified by the adopted Clovis Fire Department Standard #1.4. Plans shall be submitted to the Clovis Fire Department for review and approval prior to installation. The hydrant(s) shall be charged and in operation prior to any framing or combustible material being brought onto the site. **(The hydrant layout will be revised based on final changes to the site layout and the total number of hydrants may be increased as well.)**
- 32. Looped Water Main:** The applicant shall install approved looped water main capable of the necessary flow of water for adequate fire protection and approved by the Clovis Fire Department
- 33. Vehicle Impact Protection:** The applicant must install protection posts that meet the City of Clovis specifications according to Clovis Fire Department Standard #1.7.
- 34. Fire Sprinkler – 2,500 Square Feet:** The applicant shall install an automatic fire sprinkler system in buildings exceeding 2,500 square feet in gross floor area, as per NFPA 13. When buildings have eaves or overhangs exceeding a distance of four feet (4') from the wall or support, the gross roof area shall be used to determine the need for automatic fire sprinklers, including covered walkways, patios, porches. A Fire



Department permit is required for an automatic fire sprinkler installation.

35. **Underground Fire Service Line Installation:** Installation shall be per Clovis Fire Standard #2.1. Prior to installation, the applicant shall submit fire sprinkler underground water supply plans for review and approval and issuance of a permit by the Clovis Fire Department. Prior to final acceptance, the underground fire service line shall be inspected, pressure tested and flushed in the presence of a Clovis Fire Department inspector. A permit is required to be on-site for all inspections requests. NOTE – When a fire pump is required by the overhead system demand, the FDC shall be connected on the discharge side of the fire pump.
36. **FDC Location:** The Fire Department Connection to the automatic fire sprinkler system shall be shown on the site utility plan. Installation shall be per Clovis Fire Standard #2.1. This will be reviewed and approved by the Clovis Fire Department before installation. Provide a minimum of 3' of clearance around all FDC's. Show 3' clearance to FDC's on landscape plans.
37. **Monitored Sprinklers:** All valves controlling the water supply for automatic sprinkler systems and water flow switches on all sprinkler systems shall be electronically monitored for integrity.

### **Building Information**

38. **Address Numbers:** Address numbers shall be installed on every building as per adopted Clovis Fire Department Standard #1.8. Large commercial, industrial buildings may require additional building addressing on the back side of the building as approved by Clovis Fire Department. Apartment Complex map and addressing at entry gates shall be approved by Clovis Fire Department.



**ENGINEERING / UTILITIES / SOLID WASTE DIVISION CONDITIONS**  
**(Sean Smith, Engineering Division Representative – 324-2363)**  
**(Paul Armendariz, Department Representative – 324-2649)**

**Maps and Plans**

39. The applicant shall submit separately to the City of Clovis Engineering Division, a set of construction plans on 24" x 36" sheets with City standard title block for all required improvements and a current preliminary title report. These plans shall be prepared by a registered civil engineer, and shall include a grading plan, landscape plan, a site plan showing trash enclosure locations and an overall site utility plan showing locations and sizes of sewer, water, storm drain, and irrigation mains, laterals, manholes, meters, valves, hydrants, fire sprinkler services, other facilities, etc. Plan check and inspection fees per City of Clovis Resolution No. 18-61 shall be paid with the first submittal of said plans. All plans shall be submitted at or before the time the building plans are submitted to the Building Division and shall be approved by the City and all other involved agencies prior to the release of any development permits.
40. Prior to the initial submittal of the improvement plans, the applicant shall contact Sean Smith at (559) 324-2363 to setup a coordination meeting (Pre-submittal Meeting).
41. Upon approval of improvement plans, the applicant shall provide the City with the appropriate number of copies. After all improvements have been constructed and accepted by the City, the applicant shall submit to the City of Clovis Engineering Division (1) digital copy to the City in PDF format of the approved set of construction plans revised to accurately reflect all field conditions and revisions and marked "AS-BUILT" for review and approval. Upon approval of the AS-BUILTs by the City, and prior to granting of final occupancy or final acceptance, the applicant shall provide (1) digital copy to the City in PDF format.

**General Provisions**

42. The applicant shall install all improvements within public right-of-way and easements in accordance with the City of Clovis standards, specifications, master plans, and record drawings in effect at the time of improvement plan approval.
43. The applicant shall address all conditions, and be responsible for obtaining encroachment permits from the City of Clovis for all work performed within the City's right-of-way and easements.
44. The applicant shall comply with the requirements of the local utility, telephone, and cable companies. The City shall not accept first submittals without proof that the applicant has provided the improvement plans and documents showing all proposed work to the utility, telephone, and cable companies. All utility vaults in which lids cannot be sloped to match proposed finished grading, local utilities have 5% max slope, shall be located in sidewalk areas with pedestrian lids so the lid slope matches sidewalk cross slope.

45. All new utility facilities located on-site, within alleys, or within the street right-of-way along the streets adjacent to this development shall be undergrounded unless otherwise approved by the City Engineer.
46. The applicant shall contact and address Caltrans requirements. The applicant will be required to mitigate impacts to State Highway facilities as determined by the City Engineer.

### **Dedications and Street Improvements**

47. For new onsite ADA paths of travel that connect to the City sidewalk, the applicant shall replace enough sidewalk to provide a compliant landing with appropriate transitions to existing sidewalk grades.
48. The applicant shall remove and repair all damaged or broken concrete improvements. The City Engineer may require the repair of additional improvements if they are damaged prior to occupancy.
49. The applicant shall provide preliminary title report for the subject property(ies).
50. The applicant shall provide to the City for recording a reciprocal access agreement to maintain and provide vehicular, pedestrian and public access, prior to obtaining building permits.

### **Water**

51. The applicant shall install an approved backflow prevention assembly adjacent to the water meter and shall be tested by an approved AWWA certified tester within 5 days of installation with the results sent to the City Utilities Division.

### **Grading and Drainage**

52. The applicant shall contact the Fresno Metropolitan Flood Control District (FMFCD) and address all requirements, pay all applicable fees required, obtain any required NPDES permit, and implement Best Available Technology Economically Achievable and Best Conventional Pollutant Control Technology to reduce or eliminate storm water pollution. Plans for these requirements shall be included in the previously required set of construction plans, and shall be submitted to and approved by the FMFCD prior to the release of any development permits.

### **Irrigation and Landscaping Facilities**

53. The applicant shall contact and address all requirements of the Fresno Irrigation District (FID). This may include dedicating easements, piping or relocating any existing FID canals and ditches, replacing any existing irrigation piping, concrete lining

or improving any existing canals, construction or reconstruction of any canals, culverts, and bridge crossings. Plans for these requirements and improvements shall be included as in the previously required set of construction plans, and shall be submitted to and approved by FID prior to the release of any development permits. If a FID or private irrigation line is to be abandoned, the applicant shall provide waivers from all downstream users.

54. The applicant shall comply with the City of Clovis Water Efficient Landscape Requirements Ordinance.

### **Miscellaneous**

55. The applicant shall construct one (1) City of Clovis standard Type III trash enclosure (M-2 and M-3) including solid metal gates. The applicant shall provide paved access to and from the trash enclosure that must be accessible between 6 a.m. to 2:30 p.m. on the day(s) of service. The concrete pad shall be inspected by the City prior to pouring of concrete. All access driveways to and from the trash enclosure shall be a minimum of 26' in width with large turn radius. Trash enclosures shall be setback a minimum of 5' from all driveways to minimize impact of gates left open and mitigate any visibility issues.
56. The applicant shall provide to the City for recording an appurtenant agreement for reciprocal access, maintenance, and use of the joint trash enclosure. The recordable covenant must be submitted to, reviewed and approved by the City Engineer prior to approval of the improvement plans or the release of any development permits.
57. The applicant shall provide location and dimension of above ground utility boxes and risers with the location approved by the City.
58. The applicant shall require the surveyor/civil engineer for the development to notify, in writing, the City Engineer of any existing section corner, property corner or reference monuments damaged by the construction of improvements performed as part of the development. The applicant shall have all such monuments reset. A licensed land surveyor or civil engineer licensed to perform land surveying shall certify the placement of all required monumentation prior to final acceptance. Brass caps required for replacement of existing monuments shall be provided by the contractor/applicant and approved by City prior to installation. Within five days after the replacement of all damaged monuments has been completed, the engineer or surveyor shall give written notice to the City Engineer certifying that the final monuments have been set and that he has filed with the County Recorder all appropriate records of survey or corner records. Upon payment to the engineer or surveyor for setting the final monuments, the applicant shall present to the City Engineer evidence of the payment and receipt thereof by the engineer or surveyor.
59. A deferment, modification, or waiver of any engineering conditions will require the express written approval of the City Engineer.

60. All conditions of approval shall be fully complied with prior to issuance of a Certificate of Occupancy final acceptance.

**FRESNO COUNTY HEALTH DEPARTMENT**  
**(Kevin Tsuda, County Representative – 600-3271)**

61. The Applicant shall refer to the attached Fresno County Health requirements. If the list is not attached, please contact the District for the list of requirements.

**SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT**  
**(Carol Flores, District Representative – 230-5935)**

62. The Applicant shall refer to the attached SJV Air Pollution Control District requirements. If the list is not attached, please contact the District for the list of requirements.

**FRESNO METROPOLITAN FLOOD CONTROL DISTRICT**  
**(Anthony Zaragoza, FMFCD Representative – 456-3292)**

63. The Applicant shall refer to the attached FMFCD requirements. If the list is not attached, please contact the District for the list of requirements.

**FRESNO IRRIGATION DISTRICT**  
**(Jeremy Landrith, FID Representative – 233-7161)**

64. The Applicant shall refer to the attached FID requirements. If the list is not attached, please contact the District for the list of requirements.



County of Fresno  
DEPARTMENT OF PUBLIC HEALTH

April 20, 2021

LU0021265  
2604

Maria Spera, Planning Technician II  
City of Clovis  
Planning and Development Services Department  
1033 Fifth Street  
Clovis, CA 93612

Dear Ms. Spera:

PROJECT NUMBER: **DRC-21-00019**

**DRC-21-00019**; Demolition of existing fire station and new construction of a 8,075 sq. ft. fire station.

**APN: 499-230-46T**

**ZONING: P-F**

**ADDRESS: 2300 Minnewawa Avenue**

Recommended Conditions of Approval:

- Facilities that use and/or store hazardous materials and/or hazardous wastes shall meet the requirements set forth in the California Health and Safety Code (HSC), Division 20, Chapter 6.95, and the California Code of Regulations (CCR), Title 22, Division 4.5. Your proposed business will handle hazardous materials and/or hazardous waste and will be required to submit a Hazardous Materials Business Plan pursuant to the HSC, Division 20, Chapter 6.95 (<http://cers.calepa.ca.gov/>). Contact the Fresno County Hazmat Compliance Program at (559) 600-3271 for more information.

The following comments apply to the proposed Aboveground Petroleum Storage Tanks (APSA) for this project (Not shown on site plan):

- A spill prevention control and countermeasure plan (SPCC) is required for aboveground petroleum storage tanks with greater than or equal to 1320-gallons of storage capacity. (Storage capacity means the aggregate capacity of all aboveground tanks and containers at a tank facility.)
- The applicant should contact their local Fire Authority concerning construction and installation requirements for aboveground storage tanks.

For more information please contact the local Hazmat Compliance Program at (559) 600-3271.

- The proposed construction/demolition projects have the potential to expose nearby residents to elevated noise levels. Consideration should be given to your City's municipal code.
- As a measure to protect ground water, all water wells and/or septic systems that exist or have been abandoned within the project area should be properly destroyed by an appropriately licensed contractor.

**Promotion, preservation**  
1221 Fulton  
(559)  
The County of Fresno

**ATTACHMENT 6**

**Community's health**  
1221 Fulton  
(559)  
Community Employer

- Should any underground storage tank(s) be found during the project, the applicant shall apply for and secure an Underground Storage Tank Removal Permit from the Fresno County Department of Public Health, Environmental Health Division. Contact the Fresno County Hazmat Compliance Program at (559) 600-3271 for more information.

The following comments pertain to the demolition of the existing structure:

- Should the structure have an active rodent or insect infestation, the infestation should be abated prior to demolition of the structure in order to prevent the spread of vectors to adjacent properties.
- In the process of demolishing the existing structure, the contractor may encounter asbestos containing construction materials and materials coated with lead-based paints.
- If asbestos containing materials are encountered, contact the San Joaquin Valley Air Pollution Control District at (559) 230-6000 for more information.
- If the structure was constructed prior to 1979 or if lead-based paint is suspected to have been used in the structure, then prior to demolition work the contractor should contact the following agencies for current regulations and requirements:
  - California Department of Public Health, Childhood Lead Poisoning Prevention Branch, at (510) 620-5600.
  - United States Environmental Protection Agency, Region 9, at (415) 947-8000.
  - State of California, Industrial Relations Department, Division of Occupational Safety and Health, Consultation Service (CAL-OSHA) at (559) 454-5302.

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REVIEWED BY:

*Kevin Tsuda*

Kevin Tsuda, R.E.H.S.  
Environmental Health Specialist II

(559) 600-33271

---

KT

cc: Caroline Morgan- Environmental Health Division (CT. 31.02)  
City of Clovis- Applicant ([Davidg@ci.clovis.ca.us](mailto:Davidg@ci.clovis.ca.us))



**FRESNO METROPOLITAN FLOOD CONTROL DISTRICT  
NOTICE OF REQUIREMENTS**

AGENDA ITEM NO. 6.

Page 1 of 3

**PUBLIC AGENCY**

LILY CHA  
DEPARTMENT OF PLANNING AND  
DEVELOPMENT SERVICES  
CITY OF CLOVIS  
1033 FIFTH STREET  
CLOVIS, CA 93612

**DEVELOPER**

THAD AVERY, CITY OF CLOVIS  
1033 FIFTH STREET  
CLOVIS, CA 93612

PROJECT NO: **2021-008**

ADDRESS: **2300 MINNEWAWA AVE.**

APN: **499-230-46T, 95T**

SENT: **September 27, 2021**

Drainage Area(s)	Preliminary Fee(s)	Development Review Service Charge(s)	Fee(s)	
S	\$7,840.00	NOR Review	\$50.00	To be paid prior to release of District comments to Public Agency and Developer.
		Grading Plan Review	\$121.00	Amount to be submitted with first grading plan submittal.
<b>Total Drainage Fee: \$7,840.00</b>		<b>Total Service Charge: \$171.00</b>		

The proposed development will generate storm runoff which produces potentially significant environmental impacts and which must be properly discharged and mitigated pursuant to the California Environmental Quality Act and the National Environmental Policy Act. The District in cooperation with the City and County has developed and adopted the Storm Drainage and Flood Control Master Plan. Compliance with and implementation of this Master Plan by this development project will satisfy the drainage related CEQA/NEPA impact of the project mitigation requirements.

Pursuant to the District’s Development Review Fee Policy, the subject project shall pay review fees for issuance of this Notice of Requirements (NOR) and any plan submittals requiring the District’s reviews. The NOR fee shall be paid to the District by Developer before the Notice of Requirement will be submitted to the City. The Grading Plan fee shall be paid upon first submittal. The Storm Drain Plan fee shall be paid prior to return/pick up of first submittal.

The proposed development shall pay drainage fees pursuant to the Drainage Fee Ordinance prior to issuance of a building permit at the rates in effect at the time of such issuance. The fee indicated above is valid through 2/28/22 based on the site plan submitted to the District on 9/01/21 Contact FMFCD for a revised fee in cases where changes are made in the proposed site plan which materially alter the proposed impervious area.

Considerations which may affect the fee obligation(s) or the timing or form of fee payment:

- a.) Fees related to undeveloped or phased portions of the project may be deferrable.
- b.) Fees may be calculated based on the actual percentage of runoff if different than that typical for the zone district under which the development is being undertaken and if permanent provisions are made to assure that the site remains in that configuration.
- c.) Master Plan storm drainage facilities may be constructed, or required to be constructed in lieu of paying fees.
- d.) The actual cost incurred in constructing Master Plan drainage system facilities is credited against the drainage fee obligation.
- e.) When the actual costs incurred in constructing Master Plan facilities exceeds the drainage fee obligation, reimbursement will be made for the excess costs from future fees collected by the District from other development.
- f.) Any request for a drainage fee refund requires the entitlement cancellation and a written request addressed to the General Manager of the District within 60 days from payment of the fee. A non refundable \$300 Administration fee or 5% of the refund whichever is less will be retained without fee credit.

**CL SPR No. 2021-008**

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT  
NOTICE OF REQUIREMENTS

CL SPR No. 2021-008

Approval of this development shall be conditioned upon compliance with these District Requirements.

1.  a. Drainage from the site shall  
 b. Grading and drainage patterns shall be as identified on Exhibit No. 1  
 c. The grading and drainage patterns shown on the site plan conform to the adopted Storm Drainage and Flood Control Master Plan.
  
2. The proposed development shall construct and/or dedicate Storm Drainage and Flood Control Master Plan facilities located within the development or necessitated by any off-site improvements required by the approving agency:  
 Developer shall construct facilities as shown on Exhibit No. 1 as  
 None required.
  
3. The following final improvement plans and information shall be submitted to the District for review prior to final development approval:  
 Grading Plan  
 Street Plan  
 Storm Drain Plan  
 Water & Sewer Plan  
 Final Map  
 Drainage Report (to be submitted with tentative map)  
 Other  
 None Required
  
4. Availability of drainage facilities:  
 a. Permanent drainage service is available provided the developer can verify to the satisfaction of the City that runoff can be safely conveyed to the Master Plan inlet(s).  
 b. The construction of facilities required by Paragraph No. 2 hereof will provide permanent drainage service.  
 c. Permanent drainage service will not be available. The District recommends temporary facilities until permanent service is available.  
 d. See Exhibit No. 2.
  
5. The proposed development:  
 Appears to be located within a 100 year flood prone area as designated on the latest Flood Insurance Rate Maps available to the District, necessitating appropriate floodplain management action. (See attached Floodplain Policy.)  
 Does not appear to be located within a flood prone area.
  
6.  The subject site contains a portion of a canal or pipeline that is used to manage recharge, storm water, and/or flood flows. The existing capacity must be preserved as part of site development. Additionally, site development may not interfere with the ability to operate and maintain the canal or pipeline.

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT  
NOTICE OF REQUIREMENTS

AGENDA ITEM NO. 6.

Page 3 of 3

CL SPR No. 2021-008

7. The Federal Clean Water Act and the State General Permits for Storm Water Discharges Associated with Construction and Industrial Activities (State General Permits) require developers of construction projects disturbing one or more acres, and discharges associated with industrial activity not otherwise exempt from National Pollutant Discharge Elimination System (NPDES) permitting, to implement controls to reduce pollutants, prohibit the discharge of waters other than storm water to the municipal storm drain system, and meet water quality standards. These requirements apply both to pollutants generated during construction, and to those which may be generated by operations at the development after construction.
- a. State General Permit for Storm Water Discharges Associated with Construction Activities, effective July 1, 2010, as amended. A State General Construction Permit is required for all clearing, grading, and disturbances to the ground that result in soil disturbance of at least one acre (or less than one acre) if part of a larger common plan of development or sale). Permittees are required to: submit a Notice of Intent and Permit Registration Documents to be covered and must pay a permit fee to the State Water Resources Control Board (State Board), develop and implement a storm water pollution prevention plan, eliminate non-storm water discharges, conduct routine site inspections, train employees in permit compliance, and complete an annual certification of compliance.
  - b. State General Permit for Storm Water Discharges Associated with Industrial Activities, April, 2014 (available at the District Office). A State General Industrial Permit is required for specific types of industries described in the NPDES regulations or by Standard Industrial Classification (SIC) code. The following categories of industries are generally required to secure an industrial permit: manufacturing; trucking; recycling; and waste and hazardous waste management. Specific exemptions exist for manufacturing activities which occur entirely indoors. Permittees are required to: submit a Notice of Intent to be covered and must pay a permit fee to the State Water Resources Control Board, develop and implement a storm water pollution prevention plan, eliminate non-storm water discharges, conduct routine site inspections, train employees in permit compliance, sample storm water runoff and test it for pollutant indicators, and annually submit a report to the State Board.
  - c. The proposed development is encouraged to select and implement storm water quality controls recommended in the Fresno-Clovis Storm Water Quality Management Construction and Post-Construction Guidelines (available at the District Office) to meet the requirements of the State General Permits, eliminate the potential for non-storm water to enter the municipal storm drain system, and where possible minimize contact with materials which may contaminate storm water runoff.
8. A requirement of the District may be appealed by filing a written notice of appeal with the Secretary of the District within ten days of the date of this Notice of Requirements.
9. The District reserves the right to modify, reduce or add to these requirements, or revise fees, as necessary to accommodate changes made in the proposed development by the developer or requirements made by other agencies.
10. X See Exhibit No. 2 for additional comments, recommendations and requirements.



Debbie Campbell  
Design Engineer, RCE

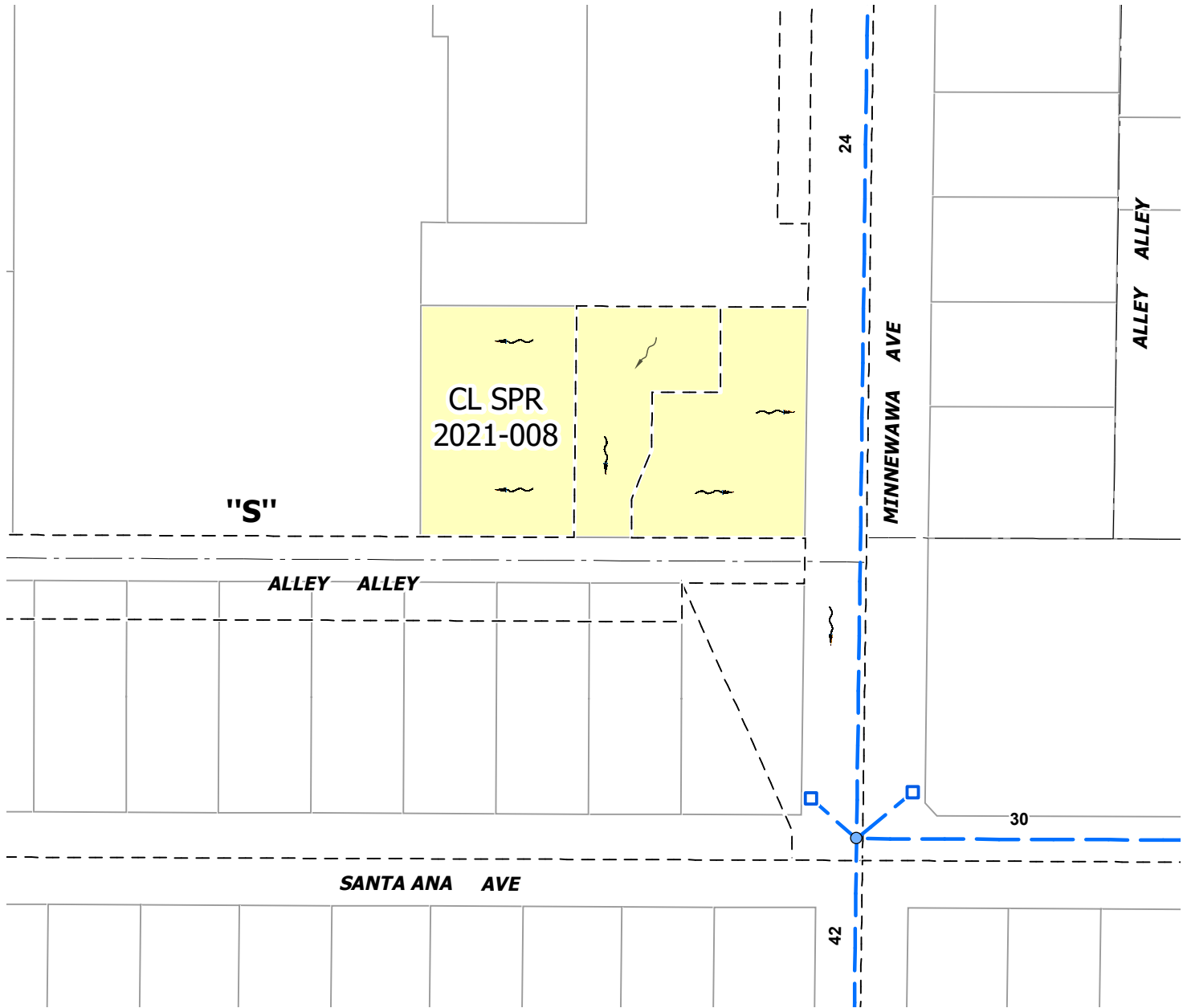
Digitally signed by Debbie Campbell Date: 9/26/2021 1:25:54 PM



Anthony Zaragoza  
Engineer II

Digitally signed by Anthony Zaragoza Date: 9/17/2021 10:55:37 AM

NOTE: THIS AGENDA ITEM NO. 6.  
 DISTANCES, AM FACILITIES, AN  
 BOUNDARIES ARE APPROXIMATE.



**LEGEND**

- Existing Master Plan Facilities
- Inlet Boundary
- Direction Of Drainage



**CL SPR 2021-008**  
**DRAINAGE AREA "S"**



**EXHIBIT NO. 1**  
**FRESNO METROPOLITAN FLOOD CONTROL DISTRICT**

## OTHER REQUIREMENTS

### EXHIBIT NO. 2

In an effort to improve storm runoff quality, outdoor storage areas shall be constructed and maintained such that material that may generate contaminants will be prevented from contact with rainfall and runoff and thereby prevent the conveyance of contaminants in runoff into the storm drain system.

The District encourages, but does not require that roof drains from non-residential development be constructed such that they are directed onto and through a landscaped grassy swale area to filter out pollutants from roof runoff.

Runoff from areas where industrial activities, product, or merchandise come into contact with and may contaminate storm water must be treated before discharging it off-site or into a storm drain. Roofs covering such areas are recommended. Cleaning of such areas by sweeping instead of washing is to be required unless such wash water can be directed to the sanitary sewer system. Storm drains receiving untreated runoff from such areas shall not be connected to the District's system. Loading docks, depressed areas, and areas servicing or fueling vehicles are specifically subject to these requirements. The District's policy governing said industrial site NPDES program requirements is available on the District's website at: [www.fresnofloodcontrol.org](http://www.fresnofloodcontrol.org) or contact the District's Environmental Department for further information regarding these policies related to industrial site requirements.



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: November 15, 2021

SUBJECT: Conduct Proposition 218 Hearing to Consider Proposed Increase to Street Sweeping Charge, and Consider Introduction – Ord. 21-\_\_\_, Amending Section 6.3.22 of Chapter 6.3 of Title 6 of the Clovis Municipal Code Relating to Street Sweeping Service and Charges.

**Staff:** Glenn Eastes, Assistant Public Utilities Director

**Recommendation:** Approve

ATTACHMENTS: 1. Ordinance 21-\_\_\_  
2. Proposition 218 Notice

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

For the City Council to conduct a public hearing to consider the proposed increase to the Street Sweeping charges and introduce the ordinance to amend Section 6.3.22 of Chapter 6.3 of Title 6 of the Clovis Municipal Code to implement the proposed increase. At the conclusion of the public hearing, direct the City Clerk to report the number of written protests received to determine if a majority protest of the proposed street sweeping fee increase has been made by the affected customers and property owners. If no majority protest has been made, the Council is authorized to approve the street sweeping fee increase and introduce the ordinance by a simple majority vote of the Council.

### EXECUTIVE SUMMARY

The City's Street Sweeping charge has not been increased since 2003, despite growing expenditures to provide the service. Staff is recommending a \$0.50 per month increase in the Street Sweeping charge, as well as an annual maximum 4% increase in subsequent years, to create consistency between future Street Sweeping charge increases and Refuse rate increases. To offset the immediate impact to rate payers due to the proposed increase in the Street Sweeping charge, Staff is recommending a 1.5% reduction in Refuse rates. If

the Street Sweeping charge increase is approved, it will take effect on July 1, 2022. Next year, Staff will request the Council to approve the 1.5% reduction to Refuse rates during the budget process so that the new Street Sweeping charge and new Refuse rates can be implemented together beginning July 1, 2022.

## **BACKGROUND**

The City provides street sweeping service at least once per month on all streets, and often more than once per month when needed to clear debris. The street sweeping service and charge is part of the City's comprehensive refuse service which also includes garbage and solid waste collection, residential recycling collection, and residential green waste collection. Fees collected for each of these services are maintained in the Community Sanitation Fund. The last increase to the Street Sweeping charge occurred in 2003, when the monthly charge was increased from \$1.25 to \$2.25 (an increase of \$1.00). The Street Sweeping charge currently remains at \$2.25 per month.

Over the past 5 years, Street Sweeping expenditures have exceeded revenues, and each year, funds are appropriately transferred from within the Community Sanitation Fund to offset the revenue shortfall so that the customary level of street sweeping services can be provided. To address this annual shortfall, Staff is recommending a \$0.50 monthly increase in the Street Sweeping charge (from \$2.25 to \$2.75) and the establishment of an annual maximum 4% rate increase in future years to be consistent with the annual authorized Refuse rate increase. This annual increase will be managed the same way as the annual increase for the Refuse rates. Staff will evaluate Street Sweeping charges to determine if an increase is required for the upcoming budget year and make a recommendation to Council for approval to increase charges. An annual increase will help prevent future requests for large increases to the Street Sweeping charge, allow the fund to keep pace with increasing costs, and allow the fund to grow and maintain minimal operating reserves for continued services. To minimize the impact to rate payers, Staff is recommending a 1.5% reduction in the Refuse rates to offset the increase in the Street Sweeping charge. The rate adjustments would take effect on July 1, 2022.

## **Proposition 218 Procedures**

The Street Sweeping charge is a component of the City's refuse service and is a property-related fee. As such, any increase to the charge must satisfy the requirements of Proposition 218. The City mailed notice of the proposed increase to the Street Sweeping charge to all customers and property owners 45 days prior to the Public Hearing as required by Proposition 218 (see Attachment 2). The notice provided affected customers and property owners with information regarding the proposed increase, the purpose of the increase, and the procedures for submitting a written protest to the proposed increase. The notice also gave customers and property owners a phone number and the web address to contact the City by phone or internet for more information.

Provided that the number of valid written protests received by the close of the public hearing does not exceed 50% of the total number of parcels in the City, Council may approve the proposed increase. The City Clerk will tabulate the number of written protests and verify their validity at the close of the public hearing. Only one written protest per parcel will be counted.

**FISCAL IMPACT**

If the Street Sweeping charge increase is approved, Staff recommends reducing the Refuse rates in Fiscal Year 2022-23 by 1.5% (estimated \$240,000 in reduced Refuse revenue), which will substantially offset the proposed \$0.50 per month Street Sweeping charge increase. This will allow for the overall Community Sanitation Fund to be revenue-neutral for Fiscal Year 2022-23.

The proposed fee increase and authorized 4% increase in future years are designed to meet current and future Street Sweeping revenue needs, cover the cost of operations and capital investments, and maintain a small fund balance to cover unexpected costs.

As a part of the proposed Street Sweeping charge increase, Staff has included an annual maximum 4% increase that will occur each year on July 1, beginning in 2023. It is difficult for City customers to deal with large increases in utility rates. Modest annual increases provide the revenues necessary to address the upward trend of the cost to provide services. Energy, fuel, materials, and vehicle and personnel costs all tend to increase over time. Small annual increases allow the Enterprise Funds to continue to provide services without substantial increases. Council has adopted this strategy in past Proposition 218 proceedings to allow Enterprise Fund revenues to grow with expenditures.

**REASON FOR RECOMMENDATION**

The City is required to comply with State law when imposing property-related fees, and the City must make sure that revenues are adequate to fund Street Sweeping operations. An increase to the Street Sweeping charge and a reduction to Refuse rates allows for the affected customers and property owners to be minimally affected and provides the necessary funding for the services provided. The future annual adjustment allows for modest increases over time to address increasing costs for providing Street Sweeping services.

**ACTIONS FOLLOWING APPROVAL**

Staff will bring the proposed ordinance back to Council for adoption on December 6, 2021.

Below is the schedule for the proposed adjustment to Street Sweeping charges.

Notices sent out to rate payers 45 days prior to public hearing:	September 30, 2021
Conduct public hearing and introduce ordinance:	November 15, 2021
Second reading of ordinance:	December 6, 2021
Ordinance becomes effective 30 days after second reading:	January 6, 2022
Street Sweeping charges become effective:	July 1, 2022

Prepared by: Glenn Eastes, Assistant Public Utilities Director

Reviewed by: City Manager *JA*



**ORDINANCE 21-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING SECTION 6.3.22 OF CHAPTER 6.3 OF TITLE 6 OF THE CLOVIS MUNICIPAL CODE RELATING TO STREET SWEEPING SERVICE AND CHARGES**

The City Council of the City of Clovis does ordain as follows:

Section 1. Section 6.3.22 of Chapter 6.3 of Title 6 of the Clovis Municipal Code is hereby amended to read as follows:

**6.3.22 Street sweeping service, fees and charges**

(a) Service. The City shall perform street sweeping service on all City streets at least once per month and may contract for such service to be performed by an authorized agent. The street sweeping service and charge provided herein are part of the comprehensive refuse collection services provided by the City pursuant to this Chapter.

(b) Fees and charges. Beginning July 1, 2022, each customer shall be charged for the street sweeping service in the amount of two and 75/100ths dollars (\$2.75) per month, to be billed at the same time and in the same manner as refuse/garbage service is billed. Where two (2) or more living units or businesses are served by one water and/or sewer connection and are included on one account, the Street Sweeping fee shall be assessed for each such unit or business.

(c) Annual Adjustments. Beginning July 1, 2023, and annually each July 1 thereafter, the monthly Street Sweeping charge as provided in this section shall be increased annually by four percent (4%). Prior to June 30 of each year beginning in 2023, the Public Utilities Director shall evaluate the Street Sweeping fund balance and if determined to be adequate without the annual increase or with a lesser increase or with a fee reduction, shall recommend to the City Council a suspension or reduction of the authorized fee increase or a fee reduction for the next fiscal year.

Section 2. This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

APPROVED: November 15, 2021

\_\_\_\_\_  
Mayor  
\* \* \* \* \*

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

**ATTACHMENT 1**

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on November 15, 2021, and was adopted at a regular meeting of said Council held on December 6, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: December 6, 2021

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City Clerk



# CITY *of* CLOVIS

## PROPOSED STREET SWEEPING CHARGE INCREASE

# NOTICE OF PUBLIC HEARING

NOVEMBER 15, 2021 AT 6:00PM

PRESORTED  
FIRST CLASS MAIL  
US POSTAGE  
PAID  
ADSPHERE INC

### HOW MAY I PARTICIPATE?

Members of the public are welcome to attend the public hearing regarding the proposed changes to the street sweeping charge. The public hearing will take place on November 15, 2021 at 6:00 p.m. at Clovis' City Council Chambers, 1033 Fifth Street, Clovis, CA 93612. At the public hearing, all members of the public will have an opportunity to speak and provide comments, and written protests regarding the proposed street sweeping charge increase, but only written protests will count towards determining if a majority protest exists to prevent the proposed increase.

### NEED ADDITIONAL INFORMATION?



City of Clovis  
City Council Chambers  
1033 Fifth Street  
Clovis, CA 93612



Public Utilities Department  
559-324-2600



Log on to:  
<https://cityofclovis.com/finance/utility-billing/rates-and-fees/>

CITY OF CLOVIS, PUBLIC UTILITIES  
155 N. SUNNYSIDE AVENUE  
CLOVIS, CA 93611

ATTACHMENT 2

### WHY HAVE I RECEIVED THIS NOTICE?

The City is proposing an increase to the monthly Street Sweeping charge. You are receiving this notice in compliance with Proposition 218, which requires the City to inform property owners and customers of record that a proposed increase is being considered, the amount of the proposed increase, the basis and reasons for the proposed increase, and how to protest the increase.

**In compliance with Article XIID of the California State Constitution, the Proposition 218 Omnibus Implementation Act, and the City of Clovis (the "City") Municipal Code, the City is hereby notifying all affected property owners and customers of record of the proposed Street Sweeping increases effective July 1, 2022, and the proposed annual scheduled increase each year thereafter in an amount not to exceed four percent (4%).**

**A public hearing will be held on November 15, 2021 at 6:00 p.m., or as soon thereafter as the public hearing may occur, in City Council Chambers at 1033 Fifth Street, Clovis CA, 93612. All members of the public are invited to attend.**

### WHAT IS THE PROPOSED INCREASE?

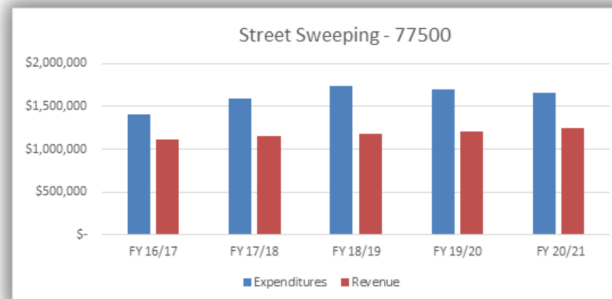
The City is proposing to increase the Street Sweeping charge by \$0.50 per month, from \$2.25 to \$2.75 per month for each residential unit and non-residential entity effective July 1, 2022. In addition, the City is proposing a maximum annual four percent (4%) increase in future years, effective July 1, 2023.

Prior to June 30th of each year commencing in 2023, the Public Utilities Director shall evaluate the Street Sweeping fund balance and anticipated expenditures to determine the appropriate charge for the ensuing fiscal year. Based on the recommendation of the Public Utilities Director, the charge may be increased by 4%, increased by less than the annual maximum of 4%, remain unchanged, or be reduced by City Council.

If the Street Sweeping charge increase is approved, City staff will recommend a one and one-half percent (1.5%) reduction in the refuse rates effective July 1, 2022, that is expected to substantially offset the proposed Street Sweeping charge increase.

### WHY IS AN INCREASE IN THE STREET SWEEPING CHARGE NEEDED?

The Street Sweeping charge is one of the fees charged by the City to provide comprehensive refuse collection services. The City's Refuse Fund is comprised of fees charged for street sweeping services, garbage and solid waste collection, residential recycling, and residential green waste collection. Since 2003, the City has not raised its street sweeping charge. In 2003, the monthly charge was increased from \$1.25 to \$2.25 per month for each residential unit and non-residential entity. Over the past eighteen (18) years, the costs to provide street sweeping services have increased. Each year, the City experiences an increase in energy, fuel, material, vehicle, and personnel costs. In each of the past five (5) years, Street Sweeping expenditures have exceeded the revenues from the Street Sweeping charges, requiring annual authorized transfers from within the Refuse Fund to continue providing the same level of street sweeping services. The table below shows a comparison of the Street Sweeping account revenues and expenditures for the past 5 years.



The proposed increase to \$2.75 per month, effective July 1, 2022, is expected to bring street sweeping revenues in alignment with actual expenditures for street sweeping services commencing with Fiscal Year 2022/23. The maximum annual adjustment of 4% commencing in Fiscal Year 2023/24 will allow for small increases as necessary to keep pace with increases in the costs to provide services. These annual increases are consistent with the City Council's direction to increase revenues commensurate with expenditures.

### HOW DO I PROTEST SWEEPING CHARGE INCREASE?

Proposition 218 requires that certain fees, such as community Sanitation and Refuse related charges, be subject to a "majority protest" process prior to implementing any increases. If a majority of the property owners and customers affected by the charges protest the proposed increases, the City cannot adopt the proposed increases.

Owners of real property who will be affected by the proposed increase may submit a written protest opposing the proposed increase. However, only one written protest per parcel will be counted in calculating whether a majority protest exists. Written protests will be treated as public records once opened. Written protests may be mailed or delivered in person to the City Clerk's Office at the City of Clovis, 1033 Fifth Street, Clovis, CA 93612, or hand delivered at the public hearing. Written protests must include the following information: the proposed charge or fee being protested, your name, parcel number and/or service address, and your signature. All written protests mailed or otherwise delivered to the City Clerk should identify on the front of the envelope for any protest, that the enclosed letter is for the Public Hearing on the Proposed Increase to Street Sweeping Charges. All written protests must be received prior to the conclusion of the public input portion of the public hearing to be considered by the Clovis City Council.

Protests will not be accepted by email, fax, or other electronic means, and protests not meeting the requirements described in the paragraph above will not be counted as written protests.

**NOTICE OF PUBLIC HEARING ON  
PROPOSED STREET SWEEPING  
CHARGE INCREASE  
November 15, 2021 at 6:00pm**

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**CITY OF CLOVIS  
COUNCIL CHAMBERS  
1033 FIFTH STREET  
CLOVIS, CA 93612**



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning & Development Services Department

DATE: November 15, 2021

SUBJECT: Consider Approval – Authorize the City Manager to execute a Consultant Services Agreement on behalf of the City for the Landmark Square Soil Vapor Barrier System.

**Staff:** Mike Harrison, City Engineer

**Recommendation:** Approve

ATTACHMENTS: 1. Agreement

### CONFLICT OF INTEREST

None

### RECOMMENDATION

For the City Council to authorize the City Manager to execute a consultant services agreement with Krazan & Associates, Inc. in the amount of \$436,830.00 on behalf of the City.

### EXECUTIVE SUMMARY

Staff is recommending the authorization to execute a consultant service agreement work order with Krazan & Associates, Inc. in the amount of \$436,830. The work involves coordination, installation, and subsequent reporting of a soil vapor barrier system at the Landmark Square project site; and installation of soil vapor barrier membrane systems for the Senior Center and Transit Center buildings at the same site location.

### BACKGROUND

Earlier in 2021, during grading at the project site, the site was found to contain contaminated soils. Over the last several months, City staff has been working with Krazan & Associates, who is the geotechnical consultant for the project, to remediate and/ or mitigate the contamination at the site.

To date, the following work has been completed:

- Borings, soil sampling, environmental oversight, lab analysis and reporting
- Soil vapor sampling and analysis

- Preparation of a Vapor Intrusion Risk Evaluation report
- Preparation and submission of a remediation Work Plan to California Department of Toxic Substances Control (DTSC)
- Additional soil vapor sampling per DTSC request
- Preparation of a soil vapor barrier design/construction plan for submittal to DTSC
- Collaborating with DTSC for revisions to Work Plan
- Preparation of a soil vapor mitigation plan, including operations and maintenance plan

During the last 6 months, staff has been working with DTSC, providing recommended testing, additional testing and reporting at DTSC's direction. The goal of the testing is to ascertain the risk of the hydrocarbon constituents migrating into any occupied building space at levels that would pose a health risk to occupants of the buildings. If there is a risk above an acceptable threshold, that risk can be removed or reduced by installing a vapor barrier under the foundation with a vapor collection system that can vent through the building without exposing building occupants. In the meantime, work on the project has been limited to items not involving slab or vertical construction.

The risk is assessed by the City's certified toxicologist working under contract for Krazan-VEIR (the City's geotechnical consultant on the project), who takes into consideration many factors, including level of remediation (City removed and disposed of 2000 yards of contaminated soil that will no longer be a source of vapor transmission), lateral and vertical transmissibility of the constituent mixture through the soils medium, vulnerability of the receptors, type of occupancy, and others. The City's toxicologist's assessment was that the risk is below the acceptable threshold and that there is not a need to protect the buildings with a vapor barrier system. DTSC has not yet concurred with this assessment and continues to request information, clarification, testing, and updated reporting. In addition, changes in DTSC staff assigned to the project has required the City's consultant team to bring the new staff up to speed.

Even though the City staff has good documentation and a professional conclusion that the risk is low based on the consultant analysis and that there is not a need for building protection based on accepted risk protocol, staff is recommending proceeding with the investment in a vapor barrier system as an extra measure of safety. DTSC has approved the design of the system and the City can now move forward with the construction of the buildings while the slow process of working through remaining issues with DTSC proceeds. Staff is continuing to work with DTSC on other monitoring and mitigation recommendations.

Since Krazan & Associates has provided the related consultant services to date, the City has requested they provide a quote for this specific scope of work. The consultant has provided a bid proposal of \$436,830.00 to complete the necessary work, and staff recommends Council authorize the City Manager to sign the consultant agreement for the work.

### **FISCAL IMPACT**

This is additional work for the Landmark Square Construction project, which is budgeted in the 2021-22 Community Investment Program. The total scope of the mitigation and remediation requirement is not fully known. A comprehensive budget analysis will be provided to Council on December 13, 2021.

**REASON FOR RECOMMENDATION**

Krazan & Associates, Inc. has been essential in the sampling and analysis of the project site, and therefore holds specific knowledge and experience in resolving the soil issues at the project site. Staff believes that the installation of the added building protection is a prudent safety measure for the occupants of the City buildings.

**ACTIONS FOLLOWING APPROVAL**

1. The agreement will be executed.
2. Work will begin approximately one (1) day after City Council approval, and be completed by January 7, 2022.
3. Staff will return to City Council on December 13, 2021 with a complete update on Landmark Square.

Prepared by: Claudia Cazares, Management Analyst

Reviewed by: City Manager *CA*

**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 **Krazan & Associates, Inc.**, a California corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on November 10<sup>th</sup>, 2021 ("Effective Date").

**RECITALS**

- A. City desires to obtain Soil Vapor Installation, Oversight and Reporting consulting services ("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.** Consultant shall begin performing the Services on the date written above, 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 January 20, 2022 ("Completion Date"), unless extended beyond this date by mutual consent of the Parties. This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein.
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 Four Hundred Thirty Six Thousand Eight Hundred Thirty Dollars (\$436,830.00).

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. [Reserved]

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.

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.

*signatures on next page*

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

CONSULTANT  
Krazan & Associates, Inc.

CITY OF CLOVIS

By: 

By: \_\_\_\_\_  
Luke Serpa, City Manager

Name: DAVE JANUSZ  
Its: VP Engineering Services

Date: 11-10-2021

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

Party Identification and Contact Information:

**Consultant**  
Krazan & Associates, Inc.  
Attn: Martin Groth, PG  
Krazan-VEIR, Division Manager  
215 W. Dakota Avenue  
Clovis, CA 93612  
[martygroth@krazan-veir.com](mailto:martygroth@krazan-veir.com)  
(559) 348-2200

**City of Clovis**  
Planning & Development Services  
Engineering Division  
Attn: Michael Harrison, City Engineer  
1033 Fifth Street  
Clovis, CA 93612  
[mikeh@cityofclovis.com](mailto:mikeh@cityofclovis.com)  
(559) 324-2350

ATTEST

\_\_\_\_\_  
Karey Cha, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Scott G. Cross, City Attorney

# EXHIBIT A

## DESCRIPTION OF SERVICES

### SCOPE OF SERVICES

Consultant to: 1) coordinate, install, and prepare subsequent reports for, the Soil Vapor Barrier System; 2) supply and install gravel beneath the soil vapor barrier membrane; and 3) provide performance bond, for the Landmark Square Project, CIP 15-03.

### SCHEDULE

Consultant shall complete the Services not later than January 7, 2022, unless extended beyond this date by mutual consent of the Parties.

### COMPENSATION AND RATES

Consultant shall be compensated according to the following fee:

The total amount paid by City to Consultant shall not exceed Four Hundred Thirty Six Thousand Eight Hundred Thirty Dollars (\$436,830.00).

These 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

**CONTRACT TOTAL: \$436,830**

# **EXHIBIT B CONSULTANT PROPOSAL**

# **EXHIBIT C**



October 26, 2021  
Revised November 9, 2021

Project No. 01321001

Mr. Travis Saether  
Construction Manager  
City of Clovis  
1033 Fifth Street  
Clovis, California 93612  
(559) 324-2313  
traviss@cityofclovis.com

RE: Request for Proposal/Cost Estimate  
Soil Vapor Barrier Installation, Oversight and Reporting  
Landmark Square  
735 3<sup>rd</sup> Street  
Clovis, California 93612

Dear Mr. Saether,

Pursuant to your request, Krazan-VEIR has prepared this proposal/cost estimate for the coordination and installation of a soil vapor barrier system in the location of the proposed Senior Activity and Transit Centers at the above-referenced site (subject site). This proposal/cost estimate has been revised to include additional costs for supplying and installing gravel beneath the soil vapor barrier membrane and providing a performance bond to the City of Clovis.

The design of the soil vapor barrier system to be utilized at the subject site has been provided to the Department of Toxic Substances Control (DTSC) and is currently being revised by Methane Specialists per DTSC's recommendations/comments. The work is being conducted at the request of the City of Clovis (Client) and under the oversight of the DTSC via a Standard Voluntary Agreement (SVA) between the Client and DTSC.

## SCOPE OF WORK

Subsequent to DTSC conditional or final approval of the soil vapor barrier design, Krazan-VEIR will facilitate and coordinate the installation of the proposed soil vapor barrier systems. The proposed scope of work includes the following:

- Installation of soil vapor mitigation systems below foundations and connections to footings;
- Installation of low-profile sub-slab drainage pipe;
- Installation of three (3)-inch sleeves and associated fittings at the footing penetrations;
- Installation of four (4) inches of gravel below the membrane system;
- Smoke testing of horizontal membrane system and associated repairs;
- QA/QC oversight and documentation during installation of the mitigation system per design requirements; and

- Preparation of a soil vapor barrier construction certification report subsequent to completion of the project.

## SCHEDULE

We are prepared to initiate office activities immediately and subject site activities as soon as practical following receipt authorizing us to proceed with the services proposed herein and DTSC approval of the soil vapor barrier design. At this time, it is anticipated that soil vapor barrier installation will require approximately 35 business days to complete, depending on availability of parts and materials, unfettered access to the subject site during the installation process, as well as subcontractor and DTSC availability. We anticipate that our soil vapor barrier construction certification report will be available within one (1) month following construction of the two (2) facilities.

## COST OF SERVICES

We propose to perform our services on a time-and-materials basis in accordance with the rates and basis of charges presented in our 2021 Fee Schedule. With consideration of the estimated time to perform the required office and field services, regulatory correspondence, and subcontracted site services, the following estimated project costs for this proposal/cost estimate is on the order of **\$436,830**.

This proposal/cost estimate is valid for work authorized within 30 days of the date of this cost estimate. The cost estimate is subject to review after 30 days to address any potential cost increases associated with outside services, materials purchases or general cost-of-living adjustments. Where our services are authorized to commence within the next 30 days, our quoted rates and fee schedule shall remain in effect through completion of the specific scope of services presented herein. Krazan-VEIR reserves the right to retract this proposal/cost estimate for its convenience after seven (7) days from issuance.

## ASSUMPTIONS MADE IN PREPARING SCHEDULE AND COST ESTIMATES

- The Client is responsible for site access authorization for Krazan-VEIR and our subcontractors to conduct on-site activities between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.
- The DTSC will approve the soil vapor barrier design.
- The work is subject to prevailing wage.
- Soil vapor barrier installation will be completed within approximately 35 business days.
- Krazan-VEIR and our subcontractors will not experience delays due to access issues, interference caused by ongoing construction and/or weather to perform the scope of work proposed herein.
- The costs proposed herein do not include compaction and fine grading of the subgrade.
- The costs for materials and installation of Dresser couplings, shut off valves, vaults, access panels, vent risers through roof and terminations, or any design elements above the soil vapor barrier are not included herein.

- Fieldwork will be conducted in Level D protection. If major contamination is encountered or suspected, and either higher levels of protection gear are required or additional sampling and analysis becomes warranted, you will be contacted to discuss an expanded scope of services and corresponding cost increase.
- The costs proposed herein are based on construction plans and specifications provided to Krazan-VEIR by the Client.
- The scope of work proposed herein is not a guarantee of DTSC acceptance, nor is it known whether the DTSC may respond with requirements of the Client such that further site investigation, monitoring and/or remediation will be required, the scope and costs for which are not included herein.
- The scope of work, costs and estimated timeline proposed herein do not include subsequent additional investigation or remediation, if found to be warranted.

This proposed scope of services and the corresponding quoted fees and costs are based on our current understanding of your professional consulting needs on this project. We are committed to providing quality service to our clients, commensurate with your expressed needs and with consideration of the local standard of practice for the professional services offered herein. If a portion of this Work Order does not meet your needs, please contact our office so that we can discuss any desired changes. Please be aware that changes in scope, methodology, scheduling and contract terms may result in changes to the risks assumed by you as our client, as well as an adjustment to our fees.

## AUTHORIZATION

It is presumed the work will be performed under an agreement originated by the *City of Clovis*. The agreement or contract must be for the contracting of professional services. We request that a copy of the form of agreement be provided as soon as possible so that we can have an opportunity to review the terms without impacting scheduling of our services. Where work is to be authorized by Purchase Order, the Purchase Order must specifically incorporate this proposal by reference. By issuing a Purchase Order authorizing our services, it is agreed that the terms of the Purchase Order shall be null and void even where stated otherwise on the Purchase Order and that the terms of the attached Contract shall prevail. Should we be requested to start work prior to our receipt of a signed contract, your request to initiate services, which must be provided by fax or email, will indicate *express or implied* acceptance of the terms and conditions of our attached Agreement.

## ADDITIONAL SERVICES

If additional services beyond those specifically included in our scope of services presented above are required, such as consultation with regulators and/or subcontractors beyond that specifically included in the scope of services presented above, project meetings, review of data submitted after issuance of our report, collection of additional test specimens, or additional laboratory tests or analyses, our fees for those services will be billed on a time-and-materials basis and under the terms and conditions of the Agreement established for our services on the project. Provision of additional services beyond the tasks originally contemplated

KV Project No. 013-21001  
Page No. 4

at the time our proposal/cost estimate was issued may require your written authorization prior to our proceeding.

### LIMITATIONS

Krazan-VEIR will perform services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. Even where services are performed in accordance with the professional standard of care, it is possible that hazardous material contamination or buried structures may not be detected or disclosed through the investigation proposed herein. Therefore, no warranty or guarantee, express or implied, is part of the services offered by this proposal.

### CLOSING

We appreciate the opportunity to be of service to the City of Clovis. If you have any questions regarding the scope of services proposed herein or the associated estimated cost for those services, or if we can be of further assistance, please feel free to contact the undersigned at (559) 348-2200.

Respectfully submitted,  
Krazan-VEIR



Martin Groth, PG  
Division Manager

## 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**

November 10, 2021

Ms. Claudia Cazares  
City of Clovis  
1033 Fifth Street  
Clovis, CA 93612

Dear Ms. Cazares:

As requested for Exhibit D of CIP 15-03, please let it be known that Dave R. Jarosz was elected by the Board of Directors of Krazan & Associates, Inc, as one of three Directors of this corporation and has the authority to sign binding documents on its behalf.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,  
**KRAZAN & ASSOCIATES, INC.**



Dean Alexander  
President/Chairman





# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: November 15, 2021

SUBJECT: Consider – A request from Matt Basgall for the City Council to Create a Citizens Advisory Committee for the Purpose of Evaluating Police Officer Staffing.

**Staff:** Luke Serpa, City Manager

**Recommendation:** Consider request and provide direction.

ATTACHMENTS: 1. Letter from Matt Basgall

### CONFLICT OF INTEREST

None

### RECOMMENDATION

For the City Council to provide direction to staff based on the request from Matt Basgall. If the direction is to form a committee staff would be looking for direction on the number and criteria to be used for selecting membership, as well as the scope of the committee's work and expected timeline.

### EXECUTIVE SUMMARY

Staff is in receipt of a request to the Clovis City Council from former City of Clovis Police Chief Matt Basgall. The request is for the City Council to discuss creating a citizens advisory committee for the purpose of evaluating police officer staffing.

### BACKGROUND

As detailed in the Police Department Staffing Study that was presented to Council on November 8, the number of sworn officers that is currently funded is well below the Department's goals. Due to the limitations on staffing, the Police Department has had to reduce or eliminate various services. In response to this situation, former Police Chief and current Clovis resident, Matt Basgall, has submitted a letter requesting that Council establish a Citizen's Advisory Committee to analyze the staffing needs for the Police Department, to provide feedback to the Council regarding what the citizens of Clovis expect from the Department, and to examine funding options to meet those expectations.

A similar Citizens Advisory Committee was established by the Clovis City Council in 2007. For reference, the following is a brief background on that process and outcome: Between April and June 2007 the City Council conducted workshops on future funding for services for Police, Fire, Street Maintenance, and Park Maintenance. By June 2007 the City Council had appointed 15 members (three each) of the public to participate on a Citizens Advisory Committee to evaluate future funding for services for Police, Fire, Street Maintenance, and Park Maintenance. The Committee met twice monthly from June through September 2007. As part of the process the city also retained a consultant to evaluate the benefits of the 1999 Measure A sales tax override and to prepare a survey to gauge the public support for a potential sales tax measure to follow the 1999 Measure A. In December 2008 the Clovis City Council adopted Ordinance 08-27 to enact a one cent sales tax for ten years and a three quarters of a cent thereafter for restoration and protection of essential city services and calling a March 2009 election for the voters to consider. The measure was a general tax and as such required a simple majority for adoption. The measure failed 68% to 32%.

Staff is currently seeking direction from Council regarding the potential establishment of Citizens Advisory Committee as requested by Matt Basgall. If Council decides to establish such a committee, specific direction would be needed regarding the make-up of the committee, the scope of the analyses that they will conduct, and the timeline for providing feedback to Council.

#### **FISCAL IMPACT**

At this point in the discussion there is no fiscal impact. Depending on Council's direction, there could be costs for additional studies or surveys to support the committee's work. The cost of any such studies would be expected to be similar in magnitude to the recently completed staffing study, and funding is available for studies of that order.

#### **REASON FOR RECOMMENDATION**

Staff is in receipt of a request to the Clovis City Council from former City of Clovis Police Chief Matt Basgall. The request is for the City Council to discuss creating a citizens advisory committee for the purpose of evaluating police officer staffing.

#### **ACTIONS FOLLOWING APPROVAL**

Staff will implement Council direction.

Prepared by: John Holt, Assistant City Manager

Reviewed by: City Manager LS

TO: Clovis City Council  
 FROM: Matthew Basgall  
 DATE: September 22, 2021  
 SUBJECT: Citizen Advisory Committee

This is a request to discuss a citizens advisory committee for the purpose of police officer staffing levels in the City of Clovis. The Clovis Police Department has been working understaffed since the recession of 2008. Over the past 13 years Clovis PD has seen a significant increase in both residents, businesses and hotels. In 2007-2008 the Clovis Police Department was authorized to be at 116 officers and a commitment to keep officers at a ratio of 1.3 officers per 1000 residents. As a result of the recession Clovis PD was cut to 91 officers. Currently the authorized number is 109. With a population of approximately 125,000 this gives a ratio of .87 officers per 1000 residents.

Since the Police Department relies solely on the general fund the staffing is at the mercy of those revenues. Over the past 13 years we have seen a recession, increase in retirement costs and COVID dramatically impact the police departments ability to grow with the city. The question is what will be the next thing that impacts the city and public safety.

Clovis Police Department has always prided itself on its community support and being a full-service department. With the current environment these commitments are strained and becoming unreasonable to meet. The Police Department relies on volunteers for muni-code enforcement. However with COVID many volunteers have chosen to not return to the PD.

#### GOALS OF COMMITTEE

Analyze staffing needs for the Police Department

- 1) Provide feedback to the City Council
- 2) Establish what the citizens of Clovis want and expect from Clovis PD
- 3) Examine funding options

#### QUESTIONS FOR COUNCIL:

- 1) Does the council want to participate in a workshop
- 2) Does council want to appoint members onto the committee
- 3) How many persons should be involved in the process

Clovis Police Department is in process of having a study completed to examine the needs of the department, which will be provided to the Council. The Clovis Police Officers Association has agreed to fund a survey to be sent to the citizens of Clovis that will address the hard questions. What are the citizens willing to pay for safety. What are they willing to give up and what do they want from their police department.