



CITY *of* CLOVIS

AGENDA • CITY COUNCIL MEETING

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

January 8, 2024

6:00 PM

Council Chamber

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

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

Written Comments

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

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



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

Verbal Comments

- If you wish to speak to the Council on an item by telephone, you should contact the City Clerk at (559) 324-2060 no later than 4:00 p.m. the day of the meeting.
- You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into Webex to participate in the meeting. Staff recommends participants log into the Webex at 5:30 p.m. the day of the meeting to perform an audio and mic check.
- All callers will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
- In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic

Webex Participation

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

CALL TO ORDER

FLAG SALUTE - Councilmember Basgall

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

1. Presentation of Proclamation declaring January as National Slavery and Human Trafficking Prevention Month.
2. Presentation - Update on the Clovis Senior Activity Center.

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.

- [3.](#) Administration - Approval - Minutes from the December 11, 2023, Council Meeting.
- [4.](#) Administration - Approval - Res. 24-____, Authorizing submittal of the Cottages at Magnolia Crossing development funding application to the Fresno Council of Governments, in the amount of \$1 million, as the City of Clovis application for REAP 2.0 Program Funds.
- [5.](#) General Services – Approval - Claim Rejection of the General Liability Claim of Jerry Egger.
- [6.](#) General Services – Approval – Res. 24-____, Authorizing Amendments to the Information Technology Technician, Information Technology Specialist, Senior Information Technology Specialist, Information Technology Analyst, and Senior Information Technology Analyst Classifications in the Information Technology Division.
- [7.](#) Police - Approval – Res. 24-____, Authorizing the City Manager to Execute a Memorandum of Understanding and Grant Cooperative Agreement with the City of Fresno and the Fresno Police Department; and amend the Police Department Budget to reflect the award of a \$6,068,700.00 grant.
- [8.](#) General Services – Approval – Res. 24-____, Amending the City's FY 2023-2024 Position Allocation Plan by adding five (5) Police Officer/Recruit positions and adding one (1) Public Safety Dispatcher position within the Police Department.
- [9.](#) General Services – Approval – Res. 24-____, Authorizing Amendments to the Building Official Classification in the Planning and Development Services Department.
- [10.](#) General Services - Approval – Res. 24-____, Authorizing Amendments to the City's Classification and Compensation Plans to Revise the Housing Program Manager Classification with a Salary Range of \$9,381 to \$11,403 per month, and Approval – Res. 24-____, Amending the City's FY 23-24 Position Allocation Plan.
- [11.](#) General Services – Approval – Res. 24-____, Amending the City's FY 2023-2024 Position Allocation Plan by adding one (1) Fire Inspector II position within the Fire Department.
- [12.](#) General Services – Approval – Res. 24-____, Authorizing Amendments to the City's Classification Plan by Revising the Deputy City Engineer Classification in the Planning and Development Services Department.
- [13.](#) Planning and Development Services – Approval – Final Acceptance for CIP 19-11 Bullard Avenue Rehabilitation.
- [14.](#) Planning and Development Services - Approval - Authorizing the City Manager or designee to execute a real property purchase agreement and associated documentation as follows: a. for approximately 3.3 acres located on Sunnyside Avenue, north of Shepherd Avenue (Partial acquisition of APN 556-040-23). Patrick Vincent Ricchiuti, as Trustee of the Patrick Vincent Ricchiuti Family Trust and Frances Ricchiuti, Successor Trustee of the Pat and Frances Ricchiuti Charitable Trust, Owner; and b. for approximately 1.7 acres located south of Behymer Avenue, east of Willow Avenue (Partial acquisition of APN 556-010-39). P.R. Farms, Incorporated, Owner.)

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

15. Consider Adoption – Ord. 23-12, an Ordinance of the City Council of the City of Clovis Amending Sections 5.22.02 and 5.22.05 of Chapter 5.22, of Title 5 of the Clovis Municipal Code Pertaining to Definitions and Regulations for Deliveries of Medical Marijuana within the City. (Vote: 4-0-1 with Councilmember Basgall absent.)

Staff: Karey Cha, City Clerk
Recommendation: Adopt

16. Consider Approval – Request for Street Closure by Hot Rods Fresno to Hold a Car Show on April 13, 2024.

Staff: Shawn Miller, Business Development Manager
Recommendation: Approve

17. Receive and File - Results of the Kosmont Companies Analysis of the City of Clovis Development Impact Fee Program.

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

18. Consider – A request from the General Partners, Loma Vista Marketplace located at the southwest corner of Shaw and Leonard Avenues regarding access to the shopping center during the construction work on Shaw Avenue.

Staff: Thad Avery, City Engineer / David Merchen, City Planner
Recommendation: Consider request and provide policy direction

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.

19. Consider Approval - Res. 24-____, Awarding of Permanent Local Housing Allocation (PLHA) Affordable Housing Funds to the successful applicant, Central California Housing Corporation (dba Affordable Housing Development Corporation (AHDC)), and Better Opportunities Building, Inc. (B.O.B.), in the amount of up to \$1,481,281, for the development of affordable senior rental housing units.

Staff: Claudia Cazares, Management Analyst
Recommendation: Approve

CITY MANAGER COMMENTS

COUNCIL COMMENTS

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

20. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Case Name: Desiree Martinez v. City of Clovis, et al., Case No. F082914

RECONVENE INTO OPEN SESSION AND REPORT FROM CLOSED SESSION

ADJOURNMENT

FUTURE MEETINGS

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

- Jan. 16, 2024 (Tue.)
- Feb. 5, 2024 (Mon.)
- Feb. 12, 2024 (Mon.)
- Feb. 20, 2024 (Tue.)

CITY of CLOVIS

Proclamation

Declaring January 2024 as National Slavery and Human Trafficking Prevention Month

WHEREAS, Fresno Economic Opportunities Commission Sanctuary and Support Services Central Valley Against Human Trafficking project assisted and identified over 1,930 victims of human trafficking from our local communities; and

WHEREAS, the Central Valley Against Human Trafficking project provides resources to empower self-sufficiency, restore dignity, and support recovery from trauma for survivors; and

WHEREAS, the International Labor Organization recognizes there are an estimated 50 million people in modern slavery globally where one in three victims are children; and

WHEREAS, National Center for Missing and Exploited Children estimates one out of six endangered runaways were likely child sex trafficking victims; and

WHEREAS, the U.S. Department of Labor identified 159 goods from 77 countries made by forced and child labor; and

WHEREAS, The City of Clovis recognizes the need for greater awareness and accountability regarding the crime of human trafficking.

NOW, THEREFORE, BE IT RESOLVED, that the Clovis City Council, on behalf of the citizens of Clovis, does hereby proclaim January 2024, to be

Human Trafficking Prevention Month

IN WITNESS THEREOF, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed this 8th day of January 2024.



Lynne Ashbeck

 Mayor

CLOVIS CITY COUNCIL MEETING

December 11, 2023

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Ashbeck at **6:01**
Flag Salute led by Councilmember Pearce

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

6:03 ITEM 11 - APPROVED – APPOINTMENTS TO THE YOUTH COMMISSION.

Motion for approval by Councilmember Pearce, seconded by Councilmember Bessinger. Motion carried 3-0-1-1 with Councilmember Basgall absent and Councilmember Mouanoutoua abstaining.

Paul Garcia, resident, commented in support of the Youth Commission.

Vong Mouanoutoua, resident, commented in support of the Youth Commission.

Bee Yang, resident, commented in support of the Youth Commission.

Alda, resident, commented in support of the Youth Commission.

Daphne Goldberg, resident, commented on her sister’s participation in the Youth Commission.

PUBLIC COMMENTS – 6:23

Tobie Anderson, shared concerns regarding an RV business operation in Clovis.

Gina Martinez, resident, shared concerns regarding homeless camps new Second Street and Minnewawa.

Resident, shared concerns regarding illegal dumping near Harlan Ranch.

Paul Garcia, residents, commended the Police Department for their work and shared concerns regarding potholes throughout the city.

Marcus DiBudio, shared concerns regarding the lack of clarity of the deadlines to submit written comments for public hearing items on the agenda.

CONSENT CALENDAR – 6:51

Motion by Councilmember Bessinger, seconded by Councilmember Mouanoutoua, that the items on the Consent Calendar, with the exception of item 2, be approved. Motion carried 4-0-1 with Councilmember Basgall absent.

1. Administration - Approved - Minutes from the December 4, 2023, Council Meeting.
3. Administration - Received and Filed – Economic Development Corporation Serving Fresno County Quarterly Report, July - September 2023.
4. Finance – Received and Filed – Status Report of Community Facilities District 2004-1 Revenues and Expenditures.
5. Planning and Development Services – Approved – Final Acceptance for CIP 17-13 Nees Avenue Widening Minnewawa Avenue to Clovis Avenue.
6. Planning and Development Services – Approved – Final Acceptance for CIP 21-11 Fowler Avenue Street Rehabilitation.

6:53 ITEM 2 - ADMINISTRATION – APPROVED - 2024 STREET CLOSURE REQUESTS; AND APPROVED – **RES. 23-109**, DECLARING CERTAIN EVENTS AS OLD TOWN SPECIAL EVENTS AND SETTING PRECISE BOUNDARIES FOR THOSE OLD TOWN SPECIAL EVENTS.

Cora Shipley, BOOT representative, requested for the City Council to pull Item 2 and not approve the April Water Car Show due to concerns with too many Saturday road closures in April. She requested that the car show be moved to a Sunday or to a different month in the year.

Patrick Evans, Fresno Hot Rod representative, spoke in support of the Water Tower Car Show on the Saturday in April.

Cody Clem, resident, shared concerns about having two similar car shows too close together.

Motion to approve the street closure request for certain events declared as Old Town Special Events with the exception of the April Water Tower Car Show by Councilmember Bessinger, seconded by Councilmember Pearce. Motion carried 4-0-1 with Councilmember, Councilmember Basgall absent.

PUBLIC HEARINGS – 7:25

7:25 ITEM 7 - APPROVED INTRODUCTION – **ORD. 23-12**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING SECTIONS 5.22.02 AND 5.22.05 OF CHAPTER 5.22, OF TITLE 5 OF THE CLOVIS MUNICIPAL CODE PERTAINING TO DEFINITIONS AND REGULATIONS FOR DELIVERIES OF MEDICAL MARIJUANA WITHIN THE CITY.

Jeni-Ann Kren, resident, shared concerns regarding possible legal action against the City should the City have a non-complying municipal code.

Resident, encouraged the Council to enforce additional regulations on the delivery of marijuana in the city.

Motion to approve the introduction of the ordinance and direct staff to report back with an update on options to regulate by Councilmember Bessinger, seconded by Councilmember Mouanoutoua. Motion carried 3-1-1 with Councilmember Pearce voting no and Councilmember Basgall absent.

7:52 ITEM 8 - CONTINUED INTRODUCTION – ORD. 23-XX, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING SECTIONS 5.29.102, 5.29.203, AND 5.29.301 OF CHAPTER 5.29, OF TITLE 5 OF THE CLOVIS MUNICIPAL CODE PERTAINING TO DEFINITIONS AND REGULATIONS RELATING TO MULTIPLE RESPONSES TO NUISANCE VIOLATIONS.

Motion to continue item to a date uncertain by Councilmember Mouanoutoua, seconded by Councilmember Bessinger. Motion carried 4-0-1 with Councilmember Basgall absent.

7:53 ITEM 9 - CONTINUED ITEMS ASSOCIATED WITH APPROXIMATELY 155 ACRES OF LAND LOCATED ON THE NORTH SIDE OF SHEPHERD AVENUE, BETWEEN N. SUNNYSIDE AND N. FOWLER AVENUES. GREAT BIGLAND, LP., OWNER/APPLICANT; HARBOUR AND ASSOCIATES, REPRESENTATIVE.

9A. CONSIDER APPROVAL - RES. 23-XX, A RESOLUTION OF THE CLOVIS CITY COUNCIL: (1) CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE SHEPHERD NORTH PROJECT; (2) ADOPTING CEQA FINDINGS OF FACT AND A STATEMENT OF OVERRIDING CONSIDERATION; AND (3) ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM.

9B. CONSIDER APPROVAL – RES. 23-XX, A RESOLUTION OF THE CLOVIS CITY COUNCIL APPROVING A REQUEST TO EXPAND THE CITY’S SPHERE OF INFLUENCE TO INCLUDE APPROXIMATELY 155 ACRES OF LAND.

9C. CONSIDER APPROVAL - RES. 23-XX, GPA2021-006, A RESOLUTION OF THE CLOVIS CITY COUNCIL APPROVING A REQUEST TO AMEND THE CIRCULATION ELEMENT OF THE GENERAL PLAN TO ALLOW FOR THE PLACEMENT OF A SHEPHERD AVENUE ACCESS POINT ON THE NORTH SIDE OF SHEPHERD AVENUE, BETWEEN N. SUNNYSIDE AND N. FOWLER AVENUES.

9D. CONSIDER APPROVAL - RES. 23-XX, GPA2021-005, A RESOLUTION OF THE CLOVIS CITY COUNCIL APPROVING A REQUEST TO AMEND THE LAND USE ELEMENT OF THE GENERAL PLAN FOR THE DEVELOPMENT AREA

(APPROXIMATELY 77 ACRES) FROM THE RURAL RESIDENTIAL LAND USE DESIGNATION TO THE MEDIUM-HIGH DENSITY RESIDENTIAL LAND USE DESIGNATION.

9E. CONSIDER INTRODUCTION - ORD. 23-XX, R2021-009, AN ORDINANCE OF THE CLOVIS CITY COUNCIL APPROVING A REQUEST TO PREZONE PROPERTY WITHIN THE DEVELOPMENT AREA (APPROXIMATELY 77 ACRES) OF THE PROJECT SITE FROM THE FRESNO COUNTY AL20 ZONE DISTRICT TO THE CLOVIS R-1-PRD ZONE DISTRICT.

9F. CONSIDER APPROVAL - RES. 23-XX, TM6205, A RESOLUTION OF THE CLOVIS CITY COUNCIL APPROVING A REQUEST TO APPROVE A VESTING TENTATIVE TRACT MAP FOR A 605-LOT SINGLE-FAMILY PLANNED RESIDENTIAL DEVELOPMENT.

9G. CONSIDER APPROVAL - RES. 23-XX, PDP2021-004, A RESOLUTION OF THE CLOVIS CITY COUNCIL APPROVING A REQUEST TO APPROVE A PLANNED DEVELOPMENT PERMIT FOR A 605-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT.

9H. CONSIDER APPROVAL - RES. 23-XX, RO307, A RESOLUTION OF THE CLOVIS CITY COUNCIL APPROVING APPLICATION FOR THE ANNEXATION OF THE TERRITORY KNOWN AS THE SHEPHERD-SUNNYSIDE NORTHEAST REORGANIZATION FOR THE DEVELOPMENT AREA (APPROXIMATELY 77 ACRES).

9I. CONSIDER APPROVAL - RES. 23-XX, A RESOLUTION OF THE CLOVIS CITY COUNCIL APPROVING AN AMENDMENT TO THE 2017 AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF FRESNO AND CITY OF CLOVIS REGARDING A SPHERE OF INFLUENCE EXPANSION TO ADD APPROXIMATELY 155 ACRES AND THE STANDARDS OF ANNEXATION TO ADDRESS THE ANNEXATION OF APPROXIMATELY 77 ACRES OF PROPERTY (SHEPHERD-SUNNYSIDE NORTHEAST REORGANIZATION).

Josh, shared that the County will begin a traffic study testing the speed of traffic on Sunnyside Ave.

Michelle Lung, shared concerns regarding traffic and requested for the Council to postpone this item until February.

Hector, Fresno County representative, shared that the County is just beginning the assessment of traffic.

Motion to continue to the January 16, 2024, City Council meeting by Councilmember Mouanoutoua, seconded by Councilmember Bessinger. Motion carried 4-0-1 with Councilmember Basgall absent.

COUNCIL ITEMS – 8:02

8:02 ITEM 10 - APPROVED – SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT.

Motion for approval by Councilmember Bessinger, seconded by Councilmember Mouanoutoua. Motion carried 4-0-1 with Councilmember Basgall absent.

CITY MANAGER COMMENTS – 8:03

COUNCIL COMMENTS – 8:04

ADJOURNMENT

Mayor Ashbeck adjourned the meeting of the Council to January 8, 2024.

Meeting adjourned: 8:09 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: January 8, 2024

SUBJECT: Administration - Approval - Res. 24-____, Authorizing submittal of the Cottages at Magnolia Crossing development funding application to the Fresno Council of Governments, in the amount of \$1 million, as the City of Clovis application for REAP 2.0 Program Funds.

ATTACHMENTS: 1. Resolution
2. Site Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

Approve the submittal of a funding application in the amount of \$1 million to the Fresno Council of Governments (FCOG) for the Cottages at Magnolia Crossings, a 7-unit low-income senior supportive housing development.

EXECUTIVE SUMMARY

The Fresno COG is the recipient of \$13 million in Regional Early Action Planning Grant 2021 Program funds. As a member agency, the City of Clovis is eligible to partner with a developer to submit an application for funding. The application deadline was on December 15, 2023, and staff submitted a conditional application at that time, for the Cottages at Magnolia Crossings in the amount of \$1 million in REAP 2.0 program funds, proposed to be developed by Innovative Development and Living Solutions of California (IDLS). City Council approval is required to complete the City's funding application.

BACKGROUND

The 2021 State of California Comeback Plan under AB 140 provided for \$600 million in state general funds for the implementation of the REAP 2.0 Program. REAP 2.0 is a flexible program that proposes to accelerate progress towards meeting state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities.

Fresno COG was a recipient of \$13 million in REAP 2.0 Program Funds to further the goals of the program by awarding funds to all FCOG partner agencies and their eligible subconsultants/partners. Eligible activities will increase housing supply at all affordability levels, affirmatively further fair housing (AFFH), and facilitate the implementation of adopted regional and local plans to achieve these goals. FCOG published a Request for Proposals on October 1, 2023. The deadline for submittal of funding applications was December 15, 2023.

City staff proposes to partner with Innovative Development and Living Solutions of California (IDLS), the owner of Magnolia Crossing, for the REAP 2.0 eligible funding application referred to as Cottages at Magnolia Crossing. This low-income senior living project will provide 7 cottage type homes to be developed at the southern portion of the property located at Sierra Avenue just west of the HWY 168 overcrossing (see Attachment 2 – proposed Site Plan).

The REAP 2.0 application was submitted on December 15, 2023, as was required, and is contingent on City Council approval of this request and approval of the attached Resolution. The application requested \$1 million in REAP 2.0 Program funds. If the City Council does not approve this application for funds, the City's conditional funding application will be withdrawn, and the program funds will not be obtained for this proposed project.

If REAP 2.0 funds are granted to the Cottages at Magnolia Crossing, staff will return to Council for review and approval of any development agreement(s) needed.

FISCAL IMPACT

There is no fiscal impact to the 2023-2024 Clovis City Budget. If awarded funds, the City will propose an amendment to the appropriate Budget in the amount of the REAP 2.0 award.

REASON FOR RECOMMENDATION

The Cottages at Magnolia Crossing is a viable and important development for the increase of affordable housing units using REAP 2.0 Program funds.

ACTIONS FOLLOWING APPROVAL

If awarded funds, the City will propose an amendment to the appropriate Budget in the amount of the REAP 2.0 award, and request Council approval of any required Development Agreements.

Prepared by: Claudia Cazares, Management Analyst

Reviewed by: City Manager *AA*

RESOLUTION 24-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AUTHORIZING SUBMITTAL OF THE COTTAGES AT MAGNOLIA CROSSING DEVELOPMENT FUNDING APPLICATION TO THE FRESNO COUNCIL OF GOVERNMENTS AS THE SELECTED APPLICATION FOR REAP 2.0 PROGRAM FUNDS

WHEREAS, the State of California allocated \$600 million from State General funds for the Regional Early Action Planning Grant Program 2021 funds (otherwise referred to as “REAP 2.0”), which proposes to integrate Housing and climate goals to allow for broader planning and implementation investments that support Housing development; and

WHEREAS, the Fresno Council of Governments (Fresno COG) as a Metropolitan Planning Organization is the recipient of \$13,000,000 of REAP 2.0 Program funds, which was released for applications under a Request for Proposals dated October 1, 2023; and

WHEREAS, on December 15, 2023, City staff conditionally submitted an application for REAP 2.0 program funding for a 7-unit senior housing project known as Cottages at Magnolia Crossing proposed to be developed by Innovative Development and Living Solutions of California (IDLS); and

WHEREAS, the REAP 2.0 application requires the government body approve a resolution authorizing submittal of the application for Program funding.

NOW, THEREFORE, BE IT RESOLVED that the City of Clovis authorizes the submittal of a \$1,000,000 REAP 2.0 Program funding application to Fresno COG, for the Cottages at Magnolia Crossing senior affordable housing project; and

BE IT FURTHER RESOLVED, the City of Clovis City Manager, or his designee, is authorized to sign and execute all materials needed for the program application, implementation, and administration of REAP 2.0 Program funds.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 8, 2024, by the following vote, to wit:

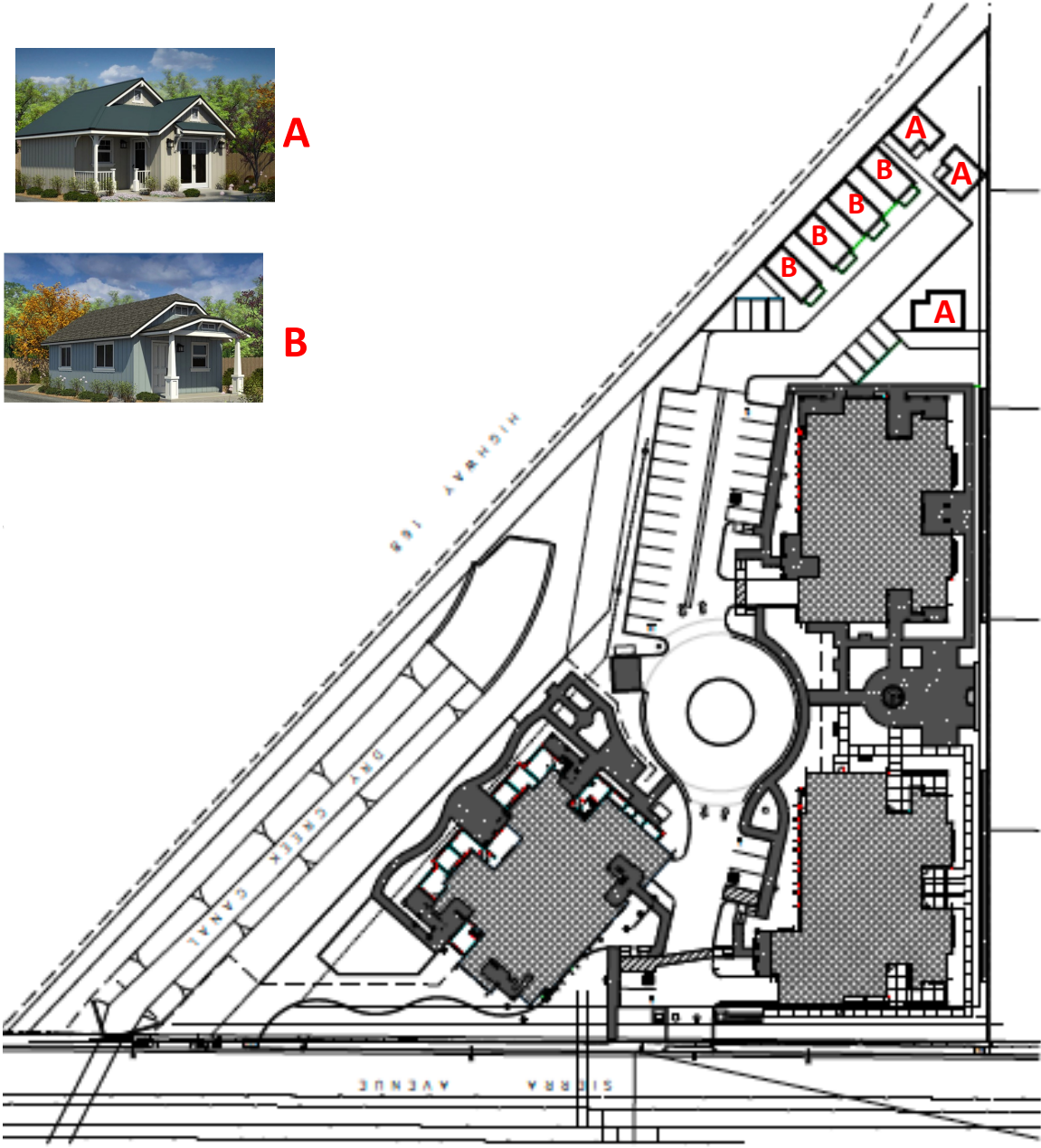
- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: January 8, 2024

Mayor

City Clerk

Cottages at Magnolia Crossing Site Plan



A



B





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: General Services Department
 DATE: January 8, 2024
 SUBJECT: General Services – Approval - Claim Rejection of the General Liability Claim of Jerry Egger.

ATTACHMENTS: None

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

Reject the General Liability Claim filed by Jerry Egger.

EXECUTIVE SUMMARY

Jerry Egger (claimant) filed a General Liability Claim against the City of Clovis on December 4, 2023, regarding an alleged illegal seizure of Bitcoin currency and other personal property by Clovis officers. Mr. Egger seeks reimbursement for loss of property and punitive damages. It is recommended that the claim be rejected at this time.

BACKGROUND

On December 4, 2023, an amended General Liability Claim was filed against the City of Clovis by Jerry Egger. The amended claim was considered legally sufficient and timely. Mr. Egger alleged that on September 5, 2023, the Clovis Police Department illegally searched and seized his private property without cause.

Mr. Egger estimated the market value of all property seized was in excess of \$14,000,000. 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's liability is disputed, and although the claim is legally sufficient, the amount of the alleged damages sustained by the claimant may also be disputed. Rejecting the claim and sending notice of rejection in accordance with the Government Claims Act will commence the time in which claimant may file a lawsuit against the City based on the claim.

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 *AH*



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: January 8, 2024

SUBJECT: General Services – Approval – Res. 24-____, Authorizing Amendments to the Information Technology Technician, Information Technology Specialist, Senior Information Technology Specialist, Information Technology Analyst, and Senior Information Technology Analyst Classifications in the Information Technology Division.

ATTACHMENTS: 1. Resolution 24-____ Classification Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For City Council to approve a resolution authorizing amendments to the Information Technology Technician, Information Technology Specialist, Senior Information Technology Specialist, Information Technology Analyst, and Senior Information Technology Analyst classifications in the Information Technology Division.

EXECUTIVE SUMMARY

The classifications of Information Technology Technician, Information Technology Specialist, Senior Information Technology Specialist, Information Technology Analyst, and Senior Information Technology Analyst require updates to the education and experience section to recruit additional job applicants for the Division. Also, minor revisions are necessary to coincide with the current technology requirements of the positions. Modification of the City's Classification Plan require City Council's approval.

BACKGROUND

An analysis conducted on the Information Technology (IT) classifications identified a need for updates in the education and experience sections of job descriptions to accurately reflect the minimum qualifications necessary for success in those positions. These adjustments aim to broaden the pool of potential candidates for these roles. The dynamic nature of technology,

which is constantly evolving, was recognized as a factor necessitating regular updates to job descriptions within the Information Technology Division. Specifically, both the Information Technology Technician and the Information Technology Specialist classifications are undergoing revisions to align with knowledge of modern equipment and practices, eliminating outdated technologies from the job description.

The revisions have been reviewed and approved by the Confidential Technical and Financial Professionals (CTFP) bargaining unit. Revisions to these classifications are included in Attachment A of Attachment 1.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

All the positions listed will be revised in order to update the education and experience requirements for recruiting purposes and additional updates will be made to reflect the current Information Technology terminology.

ACTIONS FOLLOWING APPROVAL

The City's Classification Plan will be updated to include the revised classifications.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager AA

RESOLUTION 24-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY’S CLASSIFICATION PLAN FOR THE INFORMATION TECHNOLOGY TECHNICIAN, INFORMATION TECHNOLOGY SPECIALIST, SENIOR INFORMATION TECHNOLOGY SPECIALIST, INFORMATION TECHNOLOGY ANALYST, AND SENIOR INFORMATION TECHNOLOGY ANALYST CLASSIFICATIONS IN THE INFORMATION TECHNOLOGY DIVISION

WHEREAS, it has been determined that it is necessary to update the Information Technology Technician, Information Technology Specialist, Senior Information Technology Specialist, Information Technology Analyst, and Senior Information Technology Analyst classifications to support the needs of the Information Technology Division; and

WHEREAS, amendments to each of the classifications’ education and experience requirements are necessary in order to accurately depict the current job requirements; and

WHEREAS, amendments to the classifications terminology to align with the knowledge of modern equipment and practices are necessary to keep up with updates in technology; and

WHEREAS, modification of the City’s Classification Plan requires authorization by City Council.

NOW THEREFORE, BE IT RESOLVED that the City of Clovis shall modify the City’s Classification Plan to include the revised Information Technology Technician, Information Technology Specialist, Senior Information Technology Specialist, Information Technology Analyst, and Senior Information Technology Analyst specifications in Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 8, 2024, by the following vote to wit:

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

DATED: January 8, 2024

Mayor

City Clerk

City of Clovis INFORMATION TECHNOLOGY TECHNICIAN

DEFINITION

Under supervision, perform work involving entry-level technical skills in the operation of information technology support. Install, configure, troubleshoot, and maintain computer hardware, software, and peripheral equipment including printers and copiers; provide technical assistance to users; perform administrative functions associated with information technology; and perform related work as required.

CLASS CHARACTERISTICS

Incumbents in this classification perform entry-level technical support work associated with installing, maintaining and troubleshooting computers, printers, copiers and other peripheral equipment. Incumbents receive thorough instructions when tasks are initially assigned and after training are expected to perform duties without constant supervision. Work is reviewed periodically while in progress and upon completion. Incumbents are expected to refer most variations in work to the supervisor for instructions.

EXAMPLES OF DUTIES

Provide technical support for computer systems; install, configure and maintain computer equipment; load, tune, configure, and upgrade fixed and mobile technology systems; troubleshoot, diagnose and resolve computer problems; prepare and maintain inventory of hardware and software; maintain a record of work activities including installation, repair, maintenance, replacement, and testing of computer hardware and software; maintain system documentation; maintain current and accurate files; perform preventative maintenance of equipment; follow schedule of system activity and process application and service requests; operate city vehicles; and perform related work as required.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

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

EDUCATION AND EXPERIENCE

~~Any combination of education or experience equivalent to:~~

Education:

- ~~• Completion of two (2) years (60 semester units) of college level coursework in the area of computer science, information systems or a closely related field.~~
- Associate's Degree from an accredited college or university with major coursework in Information Technology, Computer Science, Business Administration, Geographic Information Systems or closely related field.
- In addition to required experience, additional experience may be substituted for the required education on a year-for-year basis with thirty semester units equaling one year of experience.

Attachment A

Experience:

- ~~Two (2) years of work experience providing technical phone and computer system support and office support.~~
- Two (2) years of work experience providing technical, phone, and computer system support.

QUALIFICATIONS

Knowledge of:

- Principles and practices of computer support services, computer hardware and software applications, including word-processing, spreadsheet, email, and associated security and backup procedures;
- Computer application software, such as Microsoft Office; ~~Exchange, and Internet Explorer;~~
- Personal computer diagnostic hardware utilities and testing equipment;
- ~~Principles of data communications protocols and hardware;~~
- Proper English usage, spelling, grammar, and punctuation.

Ability to:

- Quickly become proficient in the use of new computer software and hardware;
- Communicate effectively orally and in writing;
- Obtain and maintain security clearance sufficient to access all necessary computer systems;
- Operate a vehicle observing legal and defensive driving practices;
- Lift and move heavy objects;
- Work flexible hours to accomplish system tasks;
- Communicate clearly and easily with users and vendors of varying levels of technical expertise;
- Establish and maintain effective working relationships with those contacted in the course of the work;
- Perform administrative and technical projects with minimal guidance;
- Keep up to date with technology;
- Independently diagnose and resolve telephone and computer problems.

SUPPLEMENTAL INFORMATION**PHYSICAL DEMANDS AND WORKING CONDITIONS**

- Strength: Light work-lifting, caring and/pushing 25 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Positions in this class may be designated as confidential under Meyers-Millas Brown Act.

City of Clovis
INFORMATION TECHNOLOGY SPECIALIST

DEFINITION

Under general supervision, perform work involving journey-level technical skills in the operation of personal systems and peripheral equipment. Program, operate, and maintain personal computers and peripherals; program, adapt, apply, and train others on existing hardware and software to meet the needs of the organization; produce a wide variety of documents and work products; and perform related work as required.

CLASS CHARACTERISTICS

Incumbents in this classification perform journey-level technical work and the primary aspects of the position are characterized by the responsibility to operate, troubleshoot, and repair computer and network systems. Incumbents are also responsible for training others in the use of computers in a technical capacity. Incumbents must be able to analyze and adapt current hardware and software to suit changing needs. Incumbents interact with specific users and serve as a trainer of other personnel in use of the personal computer, the network, and related programs and peripherals. In addition, incumbents maintain software and hardware inventory as well as system and software documentation. Incumbents receive instruction when tasks are assigned and have some latitude in selecting work methods. Work is reviewed while in progress and upon completion for final results. Incumbents are expected to resolve most problems confronted through the application of judgment and precedent. Incumbents are expected to refer most variations in work to the supervisor for instructions.

EXAMPLES OF DUTIES

Exhibit proficiency in the use of the City's standard database, word-processing and spreadsheet applications; setup, troubleshoot and repair network, personal computers, and peripherals; train staff in all phases of computer operation and program applications; manipulate data and information to ensure proper equipment and software operation; install and maintain software and hardware; establish and maintain system software and hardware standards; maintain telephone hardware, software, and data/voice communication equipment; determine priorities of requested work to ensure completion in appropriate order; advise users of appropriate applications of computers and programs; recommend and order computer supplies and/or maintenance of equipment; perform system backups and restoration of files; perform security patching and upgrades on operation systems and software systems; maintain software library and licenses; purge files; maintain an up-to-date index of subject matter; operate city vehicles; lend technical support to clerical staff; and perform related duties as assigned.

TYPICAL QUALIFICATIONS**LICENSE REQUIRED**

- Possession of a valid California driver's license and a good driving record.

EDUCATION AND EXPERIENCE

~~Any combination of education and experience equivalent to:~~

Education:

- ~~• Completion of two (2) years (60 semester units) of college level coursework in the area of computer science, information systems, or a closely related field.~~
- Associate's Degree from an accredited college or university with major coursework in Information Technology, Computer Science, Business Administration, Geographic Information Systems or closely related field.
- In addition to required experience, additional experience may be substituted for the required education on a year-for-year basis with thirty semester units equaling one year of experience.

AND

Experience:

- Three (3) years of work experience in the operation of personal computer systems and peripheral equipment in an enterprise environment.
- Incumbents in the Information Technology Specialist classification may be promoted to the Senior Information Technology Specialist classification upon meeting all the following qualifications:
 - Minimum of step 4 Information Technology Specialist classification;
 - Meet minimum requirements for the Senior Information Technology Specialist;
 - Successful completion of the probationary period, one (1) year;
 - Successful passing of the written exam with a minimum score of 70%;
 - If written exam is not passed, there is a waiting period of 180 days before eligible to retest.
 - A minimum of exceeds standards on the most current performance evaluation;
 - Minimum of six (6) months after annual performance evaluation;
 - Recommendation of the approving authority.
 - Incumbent to notify Personnel to request testing.

Certifications Desirable:

- Comptia A+;
- MCA.

QUALIFICATIONS

Knowledge of:

- Advanced computer applications such as the Microsoft Office Professional Suite ~~Current Microsoft Office products~~ and related software applications;
- Fundamentals of computer operation;
- Local and Wide Area Network concepts, terminology and operating systems;
- Math and statistics;
- Operation of peripheral equipment including printers and scanners;
- Principles of using HTML and web-based scripting tools;
- Principles of Voice Communications including Voice over Internet Protocol (VoIP), cabling and unified communications;
- Project management techniques and concepts;

- Proper English usage, spelling, grammar, and punctuation;
- Training methods and procedures;
- Use of personal computers in a networked environment;
- Windows- based servers and systems including Active Directory, Group Policy, and PowerShell scripting.

Ability to:

- Administer and deploy service packs for servers, desktop, and software applications and systems;
- Clearly articulate instructions to non-technical users;
- Create and maintain procedures manuals for the position;
- Establish and maintain effective relationships with those contacted in the course of work;
- Import and export data between applications;
- Maintain Intranet site(s), applications, and web-based forms;
- Maintain the confidentiality of privileged information;
- Operate a vehicle, observing legal and defensive driving practices;
- Proofread and detect errors;
- Provide advanced technical support in specialized area of responsibilities;
- Quickly become proficient in the use of new computer software and hardware;
- Read and apply written procedures;
- Setup troubleshoot, and operate computers, various peripheral equipment, a variety of software packages and programs;
- Store and retrieve information;
- Train others in the use of computers and computer applications;
- Troubleshoot Network connectivity issues;
- Understand and carry out oral and written directions.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Strength: Light work-lifting, caring and/pushing 25 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Positions in this class may be designated as confidential under Meyers-Millas Brown Act.

City of Clovis
SENIOR INFORMATION TECHNOLOGY SPECIALIST

DEFINITION

Under general supervision, performs work involving advanced journey-level technical support services in installing, operating, and maintaining the City's technology systems, in one or more of the following core areas: network administration, database administration, geographic systems administration, communications infrastructure, department specific systems support, and desktop applications. Configure, deploy, monitor, and train others on existing systems to meet the needs of the organization; produce a wide variety of end-user documentation, training material and other work products; and perform related work as required.

CLASS CHARACTERISTICS

Incumbents in this classification perform advanced journey-level technical work and assist in the maintenance of the City's network infrastructure; assist with analyzing software and hardware needs; make recommendations for improvements; assist with advanced technical problems; develop and document standard procedures for operating system, software and hardware system installations. Incumbents interact with users and serve as a trainer of other personnel in use of the personal computer, the network and related programs and peripherals. Incumbents receive minimal instruction when tasks are assigned and have some latitude in selecting work methods. Work is reviewed upon completion for final results. Incumbents are expected to resolve most problems confronted through the application of judgment and precedent. Incumbents are expected to refer most variations in work to the supervisor for instructions. This class differs from the Information Technology Specialist in the level of responsibility, complexity of duties assigned and in the independence of actions taken.

EXAMPLES OF DUTIES

Configure, deploy and monitor personal computers, mobile devices and other peripheral devices; setup, troubleshoot and repair edge network equipment (wired and wireless); automate software and operating system installations; evaluate and recommend computer software and hardware standards; train staff in all phases of computer operation and program applications; maintain telephone hardware, software, and data/voice communication equipment; determine priorities of requested work to ensure completion in appropriate order; advise users of appropriate applications of computers and programs; recommend and order computer supplies and the maintenance of equipment; maintain disaster recovery and backup systems, software library and licenses; purge files; operate city vehicles; and perform related duties as assigned.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

- Possession of a valid California driver's license and a good driving record.

EDUCATION AND EXPERIENCE

Education:

- ~~Completion of two (2) years (60 semester units) of college level coursework in the area of computer science, information systems, or a closely related field.~~

- Associate's Degree from an accredited college or university with major coursework in Information Technology, Computer Science, Business Administration, Geographic Information Systems or closely related field.
- Four (4) year degree is desired

AND

Experience:

- Three (3) years of work experience in the operation and maintenance of personal computer systems and peripheral equipment in an enterprise environment.

Certifications Desirable:

- Comptia Network+;
- Cisco CCT;
- MCA;
- VCTA;
- ArcGIS Desktop Associate.

QUALIFICATIONS

Knowledge of:

- Fundamentals of information technology, including personal computers, hardware, software and related peripheral equipment;
- Fundamentals of geographic information systems;
- Active Directory concepts and terminology;
- Current Microsoft Office products and related software applications;
- Installation, repair, and maintenance of a variety of desktop hardware and software;
- Local and Wide Area Network concepts, terminology and operating systems;
- Storage Area Networking (SAN) and Network Attached Storage concepts and terminology;
- Server Virtualization concepts and terminology;
- Database querying and administration concepts and terminology;
- Principles of using HTML and web-based scripting tools;
- Principles of Voice Communications including Voice over Internet Protocol (VoIP), cabling and unified communications;
- Project management techniques and concepts;
- Proper English usage, spelling, grammar, and punctuation;
- Training methods and procedures;
- Use of personal computers in a networked environment;
- Windows based servers and systems including Active Directory, Group Policy, and PowerShell scripting.

Ability to:

- Provide advanced technical support in specialized area of responsibilities;
- Adapt to evolving technology to solve problems;
- Deploy service packs for servers, desktop, and software applications and systems;
- Analyze functional network and/or application requirements and specifications;
- Clearly articulate instructions to non-technical users;

- Create and maintain procedures manuals for the position;
- Establish and maintain effective relationships with those contacted in the course of work;
- Import and export data between applications;
- Maintain Intranet site(s), applications, and web-based forms;
- Maintain the confidentiality of privileged information;
- Operate a vehicle, observing legal and defensive driving practices;
- Proofread and detect errors;
- Read and apply written procedures;
- Understand and carry out oral and written directions.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Strength: Light work-lifting, caring and/pushing 25 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Positions in this class may be designated as confidential under Meyers-Millas Brown Act.

City of Clovis
INFORMATION TECHNOLOGY ANALYST

DEFINITION

Under general supervision assists in the development and maintenance of City's data processing and computer programming functions; to perform complex data processing, screen and program creation and modification, and to perform related work as required.

CLASS CHARACTERISTICS

The Information Technology Analyst provides analytical and technical support services to city staff in designing, programming and administering the City's information technology systems, including network administration, relational and spatial database administration, geographic systems administration, virtual infrastructure administration, communication systems and other department specific applications and systems. Incumbent has some independence in selecting work methods or procedures. Instructions given by the supervisor generally do not provide all of the information needed to complete an assignment. Incumbent is expected to resolve most problems confronted through the application of technical knowledge, judgment, and precedent; referring to the supervisor only those problems which involve the establishment of new procedures or which involve solutions which are inconsistent with departmental procedures and policies.

EXAMPLES OF DUTIES

Provide systems support for the City's communications and network infrastructure; develop, design, test and implement computer applications and systems; analyze, evaluate and recommend enhancement to city-wide and department related systems development; prepare technical and administrative reports; manage projects in one or more of the following core areas: database administration, geographic systems administration, department specific systems support, server virtualization and desktop applications; assist in the coordination of information systems activities with other departments and divisions; plan, install, configure, test and troubleshoot servers, electronic mail, intranet/internet access, anti-malware and other systems security infrastructure; operate city vehicles; and perform related work as required. This class differs from the Senior Information Technology Analyst in that the latter may provide lead direction and may be assigned to more complex projects.

TYPICAL QUALIFICATIONS**LICENSE REQUIRED**

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

EDUCATION AND EXPERIENCE

Education:

- Bachelor's Degree from an accredited college or university with major coursework in Information Technology, Computer Science, Business Administration, Geographic Information Systems, or closely related field.

AND

Experience:

- Three (3) years of information technology experience, preferably administering Windows servers, Cisco networks, Virtualization or Geographic Information Systems **in an enterprise environment.**
- **A maximum of two years of qualifying experience, in addition to the three years required, may be substituted for the required education with thirty semester units equaling one year of experience.**
- Incumbents in the Information Technology Analyst classification may be promoted to the Senior Information Technology Analyst classification upon meeting all the following qualifications:
 - Minimum of step 4 of the Information Technology Analyst classification;
 - Meet minimum requirements for the Senior Information Technology Analyst;
 - Successful completion of the probationary period, one (1) year;
 - Successful passing of the written exam with a minimum score of 70%;
 - If written exam is not passed, there is a waiting period of 180 days before eligible to retest;
 - A minimum of exceeds standards on the most current performance evaluation;
 - Minimum of six (6) months after annual performance evaluation;
 - Recommendation of the appointing authority.
 - Incumbent to notify Personnel to request testing.

Certifications Desirable:

- Comptia Server+;
- Cisco CCT;
- MCSA;
- VCA DCV.

QUALIFICATIONS

Knowledge of:

- Principles and practices of website design, configuration, security and maintenance;
- Principles and practices of software and application development standards;
- Relational and spatial databases including system architecture, applications and operations;
- Converged data, voice, video network architectures, configurations, protocols and inter-connectivity requirements including wireless infrastructure protocols and associated access control technologies;
- Microsoft Server and VMWare Virtualization technologies;
- Firewalls, Outlook/Exchange server, routers and switches, storage area networks and cloud-based applications including SharePoint;
- Federal and state laws governing information systems functions;
- Local government applications and systems including Public Safety Computer Aided Dispatching, municipal finance applications, records management and geographic mapping systems;
- Principles of systems security.

Ability to:

- Provide advanced technical support in multiple areas of responsibility;
- Analyze complex computer system hardware and/or software requirements;
- Analyze data communications, networks, hardware and software problems and determine feasible solutions;
- Administer and deploy servers, software application and systems;
- Communicate effectively orally and in writing;
- Develop and implement operational policies and procedures;
- Establish and maintain effective working relationships with co-workers, representatives of user departments, outside agencies and the public;
- Maintain the confidentiality of privileged information;
- Operate a vehicle observing legal and defensive driving practices;
- Prepare clear, accurate, and concise reports and records.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Strength: Light work - lifting, carrying and/or pushing 25 pounds maximum with frequent lifting and/or carrying of objects weighing less than 25 pounds;
- Positions in this class may be designated as confidential under Meyers-Millas Brown Act.

City of Clovis
SENIOR INFORMATION TECHNOLOGY ANALYST

DEFINITION

Under general supervision provides a wide range of professional, technical support services to city staff in designing, installing, operating, and maintaining the City's complex information technology systems, including network administration, database administration, geographic systems administration, communications infrastructure, strategic system technical support, and desktop applications, and perform related duties as required.

CLASS CHARACTERISTICS

The Senior Information Technology Analyst provides a wide range of professional, advanced technical support services to city staff in designing, installing, operating, and maintaining the City's complex information technology systems, including network administration, database administration, geographic systems administration, virtual infrastructure administration, communications infrastructure, network storage systems, strategic system technical support, and desktop applications. Instructions given by the supervisor generally do not provide all of the information needed to complete an assignment. Incumbents are expected to resolve most problems confronted through the application of technical knowledge, judgment, and precedent; referring to the supervisor only those problems which involve the establishment of new procedures or which involve solutions which are inconsistent with departmental procedures and policies. The incumbent has some independence in selecting work methods or procedures.

EXAMPLES OF DUTIES

Be the team lead in providing systems support for the City's most complex information technology issues; develop, design test and implement the City's communications and network infrastructure; develop, design, test and implement server-based applications and systems; analyze, evaluate and recommend enhancements to city-wide and department related systems; prepare technical and administrative reports; manage projects in one or more of the following core areas: database administration, geographic systems administration, department specific systems support, server virtualization, website administration, software and application development; assist in the coordination of information systems activities with other departments, division and partner agencies; plans, installs configures, tests and troubleshoots servers, electronic mail, intranet/internet access, anti-malware and other system security infrastructure; operate city vehicles; and perform related work as required. Incumbents in this class may provide lead direction to other team members but do not possess supervisory responsibilities.

TYPICAL QUALIFICATIONS**LICENSE REQUIRED**

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

EDUCATION AND EXPERIENCE

Education:

- Bachelor's Degree from an accredited college or university with major course work in Computer Science, Information Technology, ~~Applied Technology~~, Business Administration, **Geographic Information Systems**, or a closely related field.

AND

Experience:

- Four (4) years of progressively responsible information technology experience, preferably administering Windows servers, Cisco networks, Virtualization, Network Storage Systems or Geographic Information Systems **in an enterprise environment**.

Certifications Desirable:

- CCNA;
- MCSA;
- VCP5-DCV;
- ESRI Certified Enterprise Administration Associate.

QUALIFICATIONS

Knowledge of:

- Converged data, voice, video network architectures, configurations, protocols, and inter-connectivity requirements including wireless infrastructure protocols and associated access control technologies;
- Databases including SQL Server, Oracle, DB2, operating systems including Microsoft Server and VMWare, firewalls, Outlook/Exchange server, routers and switches, storage area networks and Internet/Intranet applications including SharePoint;
- Federal and state laws governing information systems functions;
- Local and wide area networks and data communication systems, including cabling, servers, workstations and peripherals, interface cards, routers, switches, and firewalls;
- Local government applications and systems including Public Safety Computer Aided Dispatching, municipal finance applications, records management, and geographic mapping systems;
- Network protocols, operating systems, Internet, Intranet, basic web creation techniques, and remote access systems;
- Personal computer troubleshooting techniques, PC hardware and software installation, component-level PC maintenance, Windows operating systems, and application software;
- Principles of systems security;
- Relational database system design techniques.

Ability to:

- Analyze complex computer system hardware and/or software requirements;
- Analyze data communications, networks, hardware and software problems and determine feasible solutions;
- Communicate effectively orally and in writing;
- Develop and implement operational policies and procedures;
- Establish and maintain effective working relationships with co-workers, representatives of user departments, outside agencies, and the public;
- Maintain the confidentiality of privileged information;
- Operate a vehicle observing legal and defensive driving practices;
- Prepare clear, accurate, and concise reports and records.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Strength: Light work-lifting, carrying and/pushing 25 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Positions in this class may be designated as confidential under Meyers-Millas Brown Act.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: January 8, 2024

SUBJECT: Police - Approval – Res. 24-___, Authorizing the City Manager to Execute a Memorandum of Understanding and Grant Cooperative Agreement with the City of Fresno and the Fresno Police Department; and amend the Police Department Budget to reflect the award of a \$6,068,700.00 grant.

ATTACHMENTS: 1. Res. 24- ___
2. Memorandum of Understanding

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For the City Council to approve a resolution authorizing the City Manager to execute a Memorandum of Understanding and Grant Cooperative Agreement with the City of Fresno and the Fresno Police Department and approve a resolution amending the Police Department budget to reflect the grant award of \$6,068,700.00.

EXECUTIVE SUMMARY

The Clovis Police Department and the Fresno Police Department partnered to apply for the Board of State and Community Corrections (BSCC) Organized Retail Theft Prevention Grant. After a competitive grant application process, the police department has been awarded funding to address increasing retail theft crime in the City of Clovis and the Central Valley. This three-year grant will allow the police department to address the rising incidents of retail theft, vehicle theft, and vehicle accessory theft. Funds awarded through this grant will allow the Clovis Police Department to implement advanced surveillance technology and establish community education and awareness about organized retail theft. This funding will also provide resources to allow for high-impact enforcement details, more comprehensive investigations of retail theft and vehicle theft crimes, and the necessary infrastructure to support intelligence systems that will provide shareable data to our regional partners.

BACKGROUND

In September of this year, the BSCC approved nearly \$270 million in grant funding to 38 law enforcement agencies to address the rising incidents of organized retail crime throughout the state. To address this issue regionally and secure more of this funding, the Clovis Police Department partnered with the Fresno Police Department to create the Fresno Metropolitan Area Organized Retail Theft Task Force. This partnership and the grant award will provide the City of Clovis with the needed resources to address rising retail and vehicle theft and protect public safety and our community. As a recipient of this grant, the department will establish a specialized task force dedicated to the detection, prevention, and prosecution of individuals and networks involved in organized theft.

FISCAL IMPACT

Approval and execution of the MOU will provide grant funding of \$6,068,700.00. These funds will be used to support the BSCC grant program objective to provide funding for staff and eligible costs incurred by the department. A resolution amending the police department budget is required. A Summary of Expenditures is attached to the Resolution.

REASON FOR RECOMMENDATION

A resolution from the City Council authorizing the City Manager and the Chief of Police to enter into an agreement with the City of Fresno is required. Approval to amend the FY 2023-2024 Police Department Budget to reflect the award of \$6,068,700.00.

ACTIONS FOLLOWING APPROVAL

Staff will submit the approved resolution and execute the agreement. Pending Council's approval, the 2023-2024 Police Department Annual Budget will be amended as described.

Prepared by: Sandi Macy, Management Analyst

Reviewed by: City Manager *JH*

RESOLUTION 24-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING THE CITY MANAGER TO EXECUTE THE BSCC MEMORANDUM OF
UNDERSTANDING AND GRANT AGREEMENT AND AMEND THE 2023-2024 POLICE
DEPARTMENT BUDGET

WHEREAS, the City Council of the City of Clovis approved the 2023-2024 Budget on May 15, 2023; and

WHEREAS, the Police Department has been awarded \$6,068,700 from the Board of State and Community Corrections in cooperative agreement and partnership with the City of Fresno Police Department for the Metropolitan Area Organized Retail Theft Grant Program; and

WHEREAS, the Clovis Police Department desires to participate in the Fresno Metropolitan Area Organized Retail Theft Task Force; and

WHEREAS, the program is intended to enhance the collaborative effort between the Fresno Police Department and the City of Clovis Police Department in the implementation of the Fresno Metropolitan Area Organized Retail Task Force with the intent to work towards the mutual goals and objectives set forth by the BSCC; and

WHEREAS, the City Council determines this agreement and expenditures are necessary.

NOW, THEREFORE, BE IT RESOLVED that the City of Clovis hereby authorizes the City Manager to execute a Memorandum of Understand and Grant Agreement with the City of Fresno, Fresno Police Department; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the 2023-2024 Budget be amended as provided in Attachment A, "Summary of Expenditures."

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 8, 2024, by the following vote, to wit.

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

DATED:

Mayor

City Clerk

SUMMARY OF EXPENDITURES BY DEPARTMENT

DEPARTMENT

POLICE	\$6,068,700
TOTAL DEPARTMENT	\$6,068,700

SUMMARY OF EXPENDITURES BY FUND

GENERAL FUND	\$6,068,700
TOTAL FUND	\$6,068,700

All expenditures will be out of the grant budget 56300.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FRESNO and THE CITY OF CLOVIS**

BSCC Organized Retail Theft Prevention Grant Program

This Memorandum of Understanding (Agreement), which incorporates Board of State and Community Corrections (BSCC) project number BSCC 1153-23 including Certifications and Assurances, is made and entered into this day of _____, 2024, by and between the City of Clovis, acting by and through its governing body, the City Council (“CLOVIS”), and the City of Fresno, acting by and through its governing body, the City Council (“CITY”), witnesseth:

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs/allocation of funds is dictated by the BSCC Organized Retail Theft Prevention Grant Program (hereinafter referred to as the “Program”) award documents, and compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the Program is intended to enhance the collaborative effort between the Fresno Police Department and the City of Clovis Police Department in the implementation of the Fresno Metropolitan Area Organized Retail Task Force with the intent to work together towards the mutual goal of creating a collaborative task force with the primary objective of combating and aggressively prosecuting Organized Retail Theft (ORT) offenders; and

WHEREAS, the CITY, and CLOVIS agree to comply with all requirements of the Program, in accordance with all applicable statutes, regulations, OMB circulars, and guidelines; and

WHEREAS, the CITY and CLOVIS believe that implementation of the Program as described herein will further the above goal, and to this end agree to coordinate reference herein.

NOW THEREFORE, in consideration of the above recitals which are contractual in nature, and of the mutual promises contained herein, the CITY and CLOVIS agree as follows:

Section 1.

The CITY and CLOVIS have agreed that the CITY will act as Fiscal Agent for purposes of the BSCC Organized Retail Theft Prevention Grant Program. The CITY and CLOVIS have agreed neither party will seek costs associated with administering Program funds. Contingent upon funding being available, CITY agrees to allocate funding to CLOVIS in the amount of \$3,180,098 for year one (Fiscal Year 2024-2025), \$1,647,979 for year two (Fiscal Year 2025-2026), and \$1,240,623 for year three (Fiscal Year 2026-2027) during the performance period of the grant, not to exceed \$6,068,700 in grant funds

allocated to CLOVIS throughout the three-year term of this Agreement. The allocation of grant funds to CLOVIS is further shown in Exhibit A attached hereto and incorporated herein by reference.

Section 2.

CITY and CLOVIS agree to use funds for the investigation and prosecution of Organized Retail Theft, catalytic convertor theft, and vehicle theft at all levels until expiration of the Program term, whereupon any unused funds shall be remitted to the State of California BSCC, consistent with Program requirements.

Section 3.

CITY shall indemnify, hold harmless and defend CLOVIS and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CLOVIS, CITY, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 et seq.

CLOVIS shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, CLOVIS, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CLOVIS or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CLOVIS of governmental immunities including California Government Code section 810 et seq.

In the event of concurrent negligence on the part of CITY or any of its officers, officials, employees, agents or volunteers, and CLOVIS or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

Section 4.

The term of this Agreement shall begin on October 1, 2023, and shall end on June 30, 2027.

Section 5.

The CITY and CLOVIS agree to comply with all requirements of the FY 2024 Organized Retail Theft Prevention grant program (42 U.S.C. 3751(a)), and in accordance with all applicable statutes, regulations, Office of Management and Budget ("OMB") Circulars, and guidelines, including the BSCC Grant Administration Guide. CLOVIS agrees to provide the CITY, as Fiscal Agent, with all required financial reporting and quarterly programmatic reporting information no later than the thirty (30) days following the end of each quarter, in a format approved by the CITY.

Section 6.

The parties are acting in an independent capacity. Each of the parties agrees that it, including any and all of its officers, agents, and/or employees, shall have absolutely no right to employment rights and benefits available to the other party's employees. Each party shall be solely liable and responsible for providing to, or on behalf of, its own officers, agents, and/or employees all legally and contractually required employee benefits. In addition, each party shall be solely responsible and save the other party harmless from all matters relating to payment of each party's employees, including, but not limited to, compliance with applicable social security withholding and all other regulations governing such matters. Further, and without limitation, each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 9.

Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to the other party, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to the party at the address provided below the signatures on this Agreement.

Section 10.

Each party shall, at any time during business hours, and as often as each party may reasonably deem necessary, make available to the other party for examination all of its records and data, with respect to the matters covered by this Agreement, for a period of three (3) years following the close-out of the 2024 Organized Retail Theft Prevention grant program or the expiration of this Agreement, whichever is later.

Section 11.

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

Section 12.

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties, and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

Section 13.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writing, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

Section 14.

Each party represents that it and the person signing on its behalf has full authority to execute and enter into this Agreement and bind the party thereto.

Section 15.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on the parties hereto according to its terms and conditions.

This Agreement is subject to approval or ratification by the approval of the Fresno City Council and the Clovis City Council, respectively.

Exhibit A
BSCC Organized Retail Theft Prevention Grant Program
CITY OF CLOVIS POLICE DEPARTMENT
PROGRAM BUDGET

<u>Purpose</u>	<u>Budget Year One</u> <u>FY 2024-2025</u>	<u>Budget Year Two</u> <u>FY 2025-2026</u>	<u>Budget Year Three</u> <u>FY 2026-2027</u>
5 Sworn Officers/ 1 Crime Specialist Salaries with benefits and employer costs - Overtime included	\$1,843,446.00	\$1,405,918.00	\$999,051.00
VM Surveillance Project	\$510,000.00	\$0.00	\$0.00
Hardware/Server	\$15,105.00	\$0.00	\$0.00
Vehicles	\$375,000.00	\$0.00	\$0.00
Infrastructure Implementation	\$4,020.00	\$0.00	\$0.00
Connectivity	\$1,750.00	\$875.00	\$875.00
Miscellaneous Equipment and Supplies	\$17,765.00	\$15,765.00	\$15,765.00
Computer Data System Build	\$56,000.00	\$0.00	\$0.00
Data Collection Software w/support	\$97,900.00	\$8,500.00	\$8,500.00
Infrastructure Build	\$40,200.00	\$0.00	\$0.00
Vehicle Maintenance/Fuel	\$6,500.00	\$4,500.00	\$4,000.00
ICRP	\$212,412.00	\$212,421.00	\$212,432.00
Total Annual Budget	\$3,180,098.00	\$1,647,979.00	\$1,240,623.00
Total All Budget Years: \$6,068,700			

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 1153- 23

PURCHASING AUTHORITY

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

City of Fresno Police Department**2. The term of this Agreement is:**

START DATE

OCTOBER 1, 2023

THROUGH END DATE

JUNE 1, 2027**3. The maximum amount of this Agreement is:****\$23,663,194.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Organized Retail Theft Prevention Grant Program Request for Proposals	*
Attachment 2	Organized Retail Theft Prevention Grant Program Grant Proposal	39
Appendix A	Organized Retail Theft Grant Program Scoring Panel Roster	1
Appendix B	Grantee Assurance for Non-Governmental Organizations	2

* This item is hereby incorporated by reference and can be viewed at: <https://www.bscc.ca.gov/organized-retail-theft-grant-program/>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Fresno Police Department

CONTRACTOR BUSINESS ADDRESS

2600 Fresno Street

CITY

Fresno

STATE

CA

ZIP

93721

PRINTED NAME OF PERSON SIGNING

Georgeanne White

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

9/28/2023

4B59C02BA274430...

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Organized Retail Theft Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and City of Fresno Police Department (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Organized Retail Theft Grant Program was established in Senate Bill 154 (SB 154) (Chapter 43, Statutes of 2022). Organized Retail Theft Grant Program funds shall be used to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Georgeanne White

Title: City Manager

Address: 2600 Fresno Street, Fresno CA 93721

Phone: 559-621-7795

Email: georgeanne.white@fresno.gov

Designated Financial Officer authorized to receive warrants:

Name: Michelle Wooten

Title: Business Manager

Address: 2323 Mariposa Mall, Fresno CA 93721

Phone: 559-621-2053

Email: michelle.wooten@fresno.gov

Project Director authorized to administer the project:

Name: Burke Farrah

Title: Deputy Chief of Police

Address: 2323 Mariposa Mall, Fresno CA 93721

Phone: 559-621-2301

Email: burke.farrah@fresno.gov

- C. Either party may change its project representatives upon written notice to the other party.

EXHIBIT A: SCOPE OF WORK

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.

5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods

1. October 1, 2023 to December 31, 2023	Due no later than: February 15, 2024
2. January 1, 2024 to March 31, 2024	May 15, 2024
3. April 1, 2024 to June 30, 2024	August 15, 2024
4. July 1, 2024 to September 30, 2024	November 15, 2024
5. October 1, 2024 to December 31, 2024	February 15, 2025
6. January 1, 2025 to March 31, 2025	May 15, 2025
7. April 1, 2025 to June 30, 2025	August 15, 2025
8. July 1, 2025 to September 30, 2025	November 15, 2025
9. October 1, 2025 to December 31, 2025	February 15, 2026
10. January 1, 2026 to March 31, 2026	May 15, 2026
11. April 1, 2026 to June 30, 2026	August 15, 2026
12. July 1, 2026 to September 30, 2026	November 15, 2026
13. October 1, 2026 to December 31, 2026	February 15, 2027

B. Evaluation Documents

1. Local Evaluation Plan	Due no later than: April 1, 2024
2. Final Local Evaluation Report	June 1, 2027

C. Other

Financial Audit Report	Due no later than: June 1, 2027
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Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds.

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

EXHIBIT A: SCOPE OF WORK

- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Organized Retail Theft Grant Program Scoring Panel from receiving funds awarded under the Organized Retail Theft Grant Program RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Organized Retail Theft Grant Program Scoring Panel roster (*Appendix A*) and ensuring that no grant dollars are passed through to any entity represented by the members of the Organized Retail Theft Grant Program Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**1. INVOICING AND PAYMENT**

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:

1. October 1, 2023 to December 31, 2023
2. January 1, 2024 to March 31, 2024
3. April 1, 2024 to June 30, 2024
4. July 1, 2024 to September 30, 2024
5. October 1, 2024 to December 31, 2024
6. January 1, 2025 to March 31, 2025
7. April 1, 2025 to June 30, 2025
8. July 1, 2025 to September 30, 2025
9. October 1, 2025 to December 31, 2025
10. January 1, 2026 to March 31, 2026
11. April 1, 2026 to June 30, 2026
12. July 1, 2026 to September 30, 2026
13. October 1, 2026 to December 31, 2026

Due no later than:

- February 15, 2024
- May 15, 2024
- August 15, 2024
- November 15, 2024
- February 15, 2025
- May 15, 2025
- August 15, 2025
- November 15, 2025
- February 15, 2026
- May 15, 2026
- August 15, 2026
- November 15, 2026
- February 15, 2027

Final Invoicing Periods*:

14. January 1, 2027 to March 31, 2027
15. April 1, 2027 to June 1, 2027

Due no later than:

- May 15, 2027
- August 15, 2027

**Note: Project activity period ends December 31, 2026. The period of January 1, 2027, to June 1, 2027, is for completion of Final Local Evaluation Report and financial audit only.*

- B. All project expenses must be incurred by the end of the project activity period, December 31, 2026, and included on the final invoice due February 15, 2027. Project expenditures incurred after December 31, 2026 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The Financial Audit Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the financial audit during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Administrative Salaries and Benefits line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Organized Retail Theft funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Senate Bill 154 (Chapter 43, Statutes of 2022), also known as the California Budget Act of 2022. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Organized Retail Theft funding is reduced or falls below estimates contained within the Organized Retail Theft Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2020) including any updated version that may be posted during term of the grant

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

8. PROJECT BUDGET

BSCC Budget Line Item	A. Grant Funds
1. Salaries and Benefits	\$15,332,935
2. Services and Supplies	\$1,009,516
3. Professional Services or Public Agency Subcontracts	\$1,671,781
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Data Collection and Evaluation	\$75,000
6. Equipment/Fixed Assets	\$5,303,575
7. Financial Audit (Up to \$25,000)	\$25,000
8. Other (Travel, Training, etc.)	\$245,387
9. Indirect Costs	\$0
TOTALS	\$23,663,194

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. This obligation shall survive any termination of this agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant of the project.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

11. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Title **City of Fresno Police Department** 07/07/2023
 id. 41333581
 by **Michelle Wooten** in **Organized Retail Theft Prevention Grant Program**
 michelle.wooten@fresno.gov

Original Submission 07/07/2023

The Organized Retail Theft (ORT) Prevention Grant Program Application is divided into five (5) sections as identified below: Background Information Contact Information Program Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions requiring a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the application until all questions with a red asterisk have been completed. Applicants may reference the ORT Prevention Grant Program Proposal Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the ORT Prevention Grant Program Application. The ORT Prevention Grant Proposal Instruction Packet is available on the Board of State and Community Corrections (BSCC) website. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION I - BACKGROUND INFORMATION **This section requests information about the applicant's name, location, mailing address, and tax identification number.**

Name of Applicant **City of Fresno Police Department**
 (i.e., Police Department, Sheriff's Department, or Probation Department)

Multi-Agency Partnerships Information (if applicable) **Applicants may apply for funding as part of a multi-agency partnership (two [2] or more agencies). The agencies and jurisdictions comprising the collaborative application are not required to be contiguous. One (1) Lead Public Agency must be identified on behalf of the partnership.**

Multi-Agency Partnerships **Yes: This is a Multi-Agency Partnership Application**

Identification of Multi-Agency Partners **Clovis Police Department
Fresno County Probation Department
Fresno County District Attorney's Office**

Lead Public Agency Information **All applicants are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. The LPA is a governmental agency with local authority within the applicant's city or county. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with other local government agency partners and non-governmental organizations to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, invoices, meeting coordination (virtual and/or in-person), and will serve as the primary point of contact with the BSCC.**

Lead Public Agency **City of Fresno**

Applicant's Physical Address **2600 Fresno Street
Fresno
California
93721
US**

Applicant's Mailing Address (if different than the physical address) **n/a**

Mailing Address for Payment **P.O. Box 1271
Fresno
CA
93715-1271
US**

Tax Identification Number **94-6000338**

SECTION II - CONTACT INFORMATION **This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.**

Project Director **Burke
Farrah**

Project Director's Title with Agency/Department/Organization **Deputy Chief of Police**

Project Director's Physical Address **2323 Mariposa Mall
Fresno
California
93721
US**

Project Director's Email Address **burke.farah@fresno.gov**

Project Director's Phone Number **+15596212201**

Financial Officer **Michelle
Wooten**

Financial Officer's Title with Agency/Department/Organization **Business Manager**

Financial Officer's Physical Address **2323 Mariposa Mall
Fresno
CA
93721
US**

Financial Officer's Email Address **michelle.wooten@fresno.gov**

Financial Officer's Phone Number **+15596212053**

Day-To-Day Program Contact **Israel
Reyes**

Day-To-Day Program Contact's Title **Police Lieutenant**

Day-To-Day Program Contact's Physical Address **2323 Mariposa Mall
Fresno
CA
93721
US**

Day-To-Day Program Contact's Email Address **israel.reyes@fresno.gov**

Day-To-Day Program Contact's Phone Number **+15596216107**

Day-To-Day Fiscal Contact **Anita
Villarreal**

Day-To-Day Fiscal Contact's Title **Management Analyst II**

Day-To-Day Fiscal Contact's Physical Address **2323 Mariposa Mall
Fresno
CA
93721
US**

Day-To-Day Fiscal Contact's Email Address **anita.villarreal@fresno.gov**

Day-To-Day Fiscal Contact's Phone Number **+15596212305**

Name of Authorized Officer **Georgeanne White**

Authorized Officer's Title **City Manager**

Authorized Officer's Physical Address **2600 Fresno Street
Fresno
CA
93721
US**

Authorized Officer's Email Address **georgeanne.white@fresno.gov**

Authorized Officer's Phone Number **+15596217795**

Authorized Officer Assurances **checked**

SECTION III - PROGRAM INFORMATION **This section requests a Project Title, Proposal Summary description, Program Purpose Area(s) selection, and Scope Funding Category selection.**

Project Title **Fresno Metropolitan Area Organized Retail Task Force**

Proposal Summary	<p>The Fresno Police Department (FPD), Clovis Police Department (CPD), Fresno County Probation Department (FCPD), and Fresno County District Attorney's Office (FCDA) will establish the Fresno Metropolitan Area Organized Retail Task Force. This collaborative task force in the Central Valley, aims to combat and prevent ORT, vehicle thefts and catalytic converter thefts through enforcement, education, training, and the implementation of advanced technology. By dedicating and focusing on the most prevalent offenders, the task force endeavors to effectively combat ORT and auto theft, safeguard the community, and reduce the financial and societal impact of these crimes.</p>
PROGRAM PURPOSE AREAS	<p>Applicants must propose activities, strategies, or programs that address the Program Purpose Areas (PPAs) as defined on pages 5 - 8 in the ORT Prevention Grant Proposal Instruction Packet. A minimum of one (1) PPA must be selected; applicants are not required to address all three (3) PPAs. All proposed activities, strategies, or programs must have a link to the ORT Prevention Grant Program as described in the authorizing legislation and the ORT Prevention Grant Proposal Instruction Packet.</p>
Program Purpose Areas (PPAs):	<p>PPA 1: Organized Retail Theft PPA 2: Motor Vehicle or Motor Vehicle Accessory Theft</p>
Funding Category Information	<p>Applicants may apply for funding in a Medium Scope OR Large Scope Category. The maximum an applicant may apply for is up to \$6,125,000 in the Medium Scope category OR up to \$15,650,000 in the Large Scope category. Applicants may apply for any dollar amount up to and including the maximum grant amount identified in each category. Multi-agency partnerships (determined as Medium Scope OR Large Scope) may apply for up to the maximum grant award in that category, multiplied by the number of partnering eligible applicants. For Example: Four (4) eligible applicants in the Medium Scope category may submit one (1) application for up to \$24,500,000 o \$6,125,000 (Medium Scope Max) x 4 (# of Agencies) = \$24,500,000 Two (2) eligible applicants in the Large Scope category may submit one (1) application for up to \$31,300,000 o \$15,650,000 (Large Scope Max x 2 (# of Agencies) = \$31,300,000 Please reference pages 10-12 in the ORT Prevention Grant Proposal Instruction Packet for additional information.</p>
Funding Category	<p>Large Scope (Up to \$15,650,000)</p>
SECTION IV - PROPOSAL NARRATIVE AND BUDGET	<p>This section requests responses to the Rating Factors identified in the the ORT Prevention Grant Program Application Instruction Packet.</p>

Proposal Narrative
Instructions

AGENDA ITEM NO. 7.

The Proposal Narrative must address the Project Need Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the ORT Prevention Grant Instruction Packet (refer to pages 20-24). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not may not exceed 6,711 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately three (3) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Description narrative may not may not exceed 11,185 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately five (5) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Organizational Capacity and Coordination narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Evaluation and Monitoring narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response is met. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submitting the ORT Prevention Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the ORT Prevention Grant Proposal Instruction Packet (refer to page 15).

Project Need

The Fresno Police Department (FPD), Clovis Police Department (CPD), Fresno County Probation Department (FCPD), and Fresno County District Attorney's Office (FCDA) will join forces to address Organized Retail Theft (ORT) by establishing the Fresno Metropolitan Area Organized Retail Task Force (ORT Purpose Problem Area). This task force will combat and aggressively prosecute ORT offenders. It will aid retailers in protecting their assets against ORT through enhanced enforcement, police collaboration, information sharing, training and education, and the implementation of advanced technology. The task force will also focus on combating vehicle and vehicle accessory thefts.

In recent years, violent crime has emerged as the foremost concern for the FPD. The City of Fresno witnessed a distressing increase in shootings, setting a record for shootings of 732 and 74 murders (a 25-year high) in 2020. The following year, in 2021, there were 688 shootings, and another 74 murders. Police management prioritized violent crime, reallocating resources to address this pressing issue

District detectives received instructions to concentrate on investigating violent crime within specific violent areas. While this shift in focus was necessary to address the surge in violent crime, it had an adverse effect on theft investigations as many cases were not proactively investigated. The Career Criminal Auto Theft Team (CCATT) was redirected to tackle gun-related crimes. While this approach helped reduce violent crime, it also diminished the priority given to auto theft crimes. As a result, detectives assigned to ORT and the CCAT unit now face overwhelming caseloads and inadequate staffing, which reduces their capacity to effectively combat these crimes.

ORT's have had a profound impact in our area, affecting large retail stores and small locally owned retail spaces. ORT criminals have instilled fear and frustration within the community. These thefts cause significant damage to the local economy and contribute to other crimes including robberies, assaults, and incidents of gun violence. Many ORT criminals are affiliated with gangs that employ coordinated tactics to mask their identities and swiftly carry out their crimes, sometimes using firearms. Apprehending these offenders has resulted in the recovery of stolen merchandise and the seizure of firearms, narcotics, and stolen vehicles. Disturbingly, offenders frequently exploit minors to commit these crimes, taking advantage of the lenient consequences they may face. The severity and breadth of these crimes highlight the urgent need for comprehensive measures to combat ORT and protect the community. The impact of ORT on employees has become a significant issue for retailers. Employees face frequent threats of violence, creating a hostile and dangerous working environment. Offenders are aware of store policies that prevent employees from intervening during in-progress thefts, and commonly threaten employees with termination or lawsuits if the employee takes any action against the ORT criminal. According to a 2022 survey conducted by the Loss Prevention Council, a staggering 81% of respondents stated that they did not report thefts, due to the belief that the police will not respond, investigate, or make arrests in such cases. Locally, a loss prevention manager at Kashian River Park Properties, estimates that around 90% of retail thefts at their property go unreported. This highlights the urgent need for comprehensive solutions to combat ORT, protect employees, and create an environment where reporting such incidents is encouraged and results in meaningful action. Despite under reporting, between 2018 and 2022, retailers reported 395 instances of thefts turning into violent robberies to FPD, including a 43 percent increase in commercial retail robberies from 2021 to 2022. Between 2018 and 2022, retailers reported 482 instances of thefts qualifying as ORT. Astonishingly, the FPD observed a staggering 752% increase in ORT between 2020 and 2022. According to the Loss Prevention Research Council, California ranked in the 80th percentile for shrinkage losses based on data reported by national retailers in 2022. Notably, most zip codes in the Fresno metro area also fell within the 80th percentile when compared to zip codes nationwide. In California's Central Valley, which stretches from Sacramento to Bakersfield, Fresno had the highest concentration of zip codes categorized as having "high shrinkage" according to the American

Retail Crime and Shrink & Security Initiative.

In the past five years, the residents have reported a staggering 13,900 vehicle thefts to the FPD. This equates to an average of 2,780 thefts per year or approximately 8 vehicle thefts per day within the city. During the same five-year period, residents reported 4,136 catalytic converter thefts, averaging 827 thefts per year or approximately 2 reported thefts per day. Notably, between the years 2020 and 2022, the department saw an alarming 927% increase in catalytic converter thefts, underscoring the growing prevalence of this crime. FPD will also prioritize the Auto Theft Purpose Problem Area. CCATT has been successful in combating crime since its establishment in 2011. The team's efforts have contributed to a reduction in auto theft incidents within the city through proactive, innovative, and aggressive measures. Due to an increase in violent crime, CCATT's focus shifted to gun and violent crime offenders; auto theft investigations became a secondary priority. To address this issue, FPD will establish a second CCATT team, providing immediate investigation of auto thefts seven days a week. The addition of this second team will enable effective investigations into catalytic converter theft. Though auto and accessory thefts are often perceived as mere property crimes, the reality is that these crimes have serious consequences. The loss of a vehicle or its catalytic converter hinders citizens from carrying out simple daily tasks, such as transporting children to school, commuting to work, or attending medical appointments. To exacerbate matters, many citizens lack the financial means to cover insurance deductibles or the substantial costs of replacing a catalytic converter. Fresno citizens and retailers are impacted by ORT and auto thefts daily. Retailers are losing millions of dollars each year, and these crimes hurt our residents with inflated prices and personal losses. FPD intends to collaborate with law enforcement and retail partners to combat ORT, auto theft, and catalytic converter theft.

Project Description

The Fresno Metro area stands to gain significant benefits from the establishment of an organized retail theft task force. Our four law enforcement partners will collaborate effectively to address this issue and safeguard the local economy. Situated centrally in California, the Fresno Metro area is conveniently accessible via two major north-south freeways, Interstate 5 and Freeway 99. This geographic positioning makes the area vulnerable to offenders from larger metropolitan regions like the Bay Area and Southern California. Consequently, the Fresno Metro area becomes a prime target for individuals involved in organized theft rings operating throughout the state. With 3 full-size malls and 6 major shopping centers featuring commercial anchor stores, the City of Fresno and the nearby City of Clovis cater to a surrounding population of over 1 million residents. FPD recognizes the need to establish a coordinated response to ORT and auto/catalytic converter theft incidents, as the current lack of coordination hinders investigations. The ORT Task Force will develop a comprehensive and coordinated approach including the sharing of information and intelligence, including "hot lists" and "be on the

lookout” (BOLOs), to ensure that law enforcement and have access to the most up-to-date offender and crime pattern information. Through the sharing of intelligence, the ORT Task Force will develop effective strategies for apprehending and prosecuting individuals involved in ORT and vehicle theft. By enhancing intelligence, collaboration, and coordination, we will strengthen investigations and drive down ORT and vehicle/catalytic converter thefts. FPD offers retail merchants the opportunity to engage in a highly successful merchant shoplift training program designed for retail store personnel. This program equips them to make quality citizen arrests, complete their own police reports, and directly submit cases to the FCDA’s for prosecution. Retail loss prevention personnel will expedite citizen arrests, allowing them to swiftly return to their security duties and prevent additional thefts. The program also keeps law enforcement officers available for higher priority calls. By expanding the program to additional merchants in Fresno and Clovis, we increase engagement, effectiveness, and satisfaction of our retailers.

Our collective agencies share a common vision and recognize the crucial role of the retail industry in the California economy and workforce. Retailers, whether they are national brands or local businesses, play a vital role in driving innovation and contributing to a thriving economy. They contribute significantly to California's robust economy, which ranks as the fifth largest in the world. By prioritizing the fight against organized retail theft through the establishment of a task force, the Cities of Fresno and Clovis demonstrate their commitment to protecting retailers and supporting a strong and prosperous economy. Through collaboration and concerted efforts, our ORT Task Force will create an environment where businesses can thrive, consumers can enjoy affordable prices, and the economy can flourish. FPD will be adding three investigators to each policing district to focus on ORT at all levels. Investigators will be responsible for handling all ORT crimes, conducting follow-up investigations, and submitting cases to the District Attorney's office for prosecution. They will also expand the Merchant Retail Theft program.

Secondly, the ORT task force will target repeat offenders. By focusing on repeat offenders, we disrupt criminal operations and prevent associated crimes. The task force's concerted efforts will act as a deterrent, dismantling organized theft and auto theft networks, reducing violent crime, and curbing illegal firearms and drugs in the community. Through its targeted approach, the ORT task force will significantly contribute to maintaining public safety, safeguarding the well-being of the community, and fostering a secure environment for all residents. By effectively tackling the root causes of criminal behavior, the task force will create a safer and more prosperous Fresno Metropolitan Area.

An example of an effective implementation of an organized retail theft task force is the California Highway Patrol (CHP) Organized Retail Crime Task Force. Established in 2019, this task force has demonstrated remarkable achievements in addressing ORT. Through their efforts, the CHP Task Force worked 1,469 investigations, making 853 arrests. They have recovered \$28 million in stolen

merchandise. In February 2023, California AG Rob Bonta announced the arrest of eight people involved in a statewide ORT that targeted Apple retail stores. The thefts occurred between August 2022 and January 2023 resulting in approximately \$1 million dollars in losses. Third, ORT Task Force will expand and enhance current resources available to businesses affected by retail theft. This includes educating businesses about prevention measures, sharing best intelligence, and offering the Merchant Shoplift Training program. Such measures help businesses mitigate losses, expedite citizen arrests, keep law enforcement officers on higher-priority calls, and create a safer environment for employees and customers. Finally, the ORT Task Force will improve coordination and information sharing among law enforcement agencies, businesses, and community members. This collaborative approach enhances the effectiveness of prevention strategies, facilitates early detection of retail theft incidents, and improves the apprehension of criminals. The Organized Retail Theft PPA will have three components that make it an effective crime prevention and enforcement tool for the larger metro area.

1. Education

- a. The Merchant Shoplift Program will educate participating merchants on the laws regarding theft and citizen arrests. The program will expedite arrest processing and will return loss prevention personnel to sales floor faster. It will also keep law enforcement officers available for higher-priority calls.
- b. Law enforcement partners will be trained in the use of trackers, License Plate Readers,, and intelligence sharing to prevent thefts, make arrests, and prosecute offenders.

2. Deterrence

- a. With the use of technology retailers and law enforcement can help educate the public that offenders will be arrested and prosecuted. Technology such as placing LPRs in retail centers to identify repeat offenders and direct video connectivity will be used to deter future crimes.

3. Enforcement

- a. Investigation: ORT Task Force and retailers will work together to obtain proper evidence to identify individuals involved in retail theft. FPD will assign 15 additional detectives to focus solely on the investigation of retail theft.
- b. Apprehension: ORT Task Force and loss prevention officers will work together to arrest individuals involved in retail theft.
- c. Technology: ORT Task Force will use tracking devices, computer software, LPRs, and video surveillance systems to develop strong cases against retail theft criminals.
- d. Prosecution: ORT Task Force will work with The Fresno County District Attorney's Office to successfully prosecute retail theft offenders, including combined out-of-county cases.
- e. County Probation: Fresno County Probation Department will provide enhanced supervision of chronic ORT offenders.

To address the issue of auto theft, FPD intends to establish a second CCAT team, which will dedicate its efforts to auto theft investigation

seven days a week. The addition of this second team effective investigations into catalytic converter theft.

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- 1. Investigation/Surveillance: FPD will add a team of nine detectives and one detective sergeant to CCATT. CCATT proactively focuses on offenders involved in motor vehicle and accessory thefts, “chop shops”, and illegal sales of stolen parts.**
- 2. Technologies: GPS trackers, drones, computer software, and surveillance equipment will be used to arrest and prosecute offenders, with a focus on re-offenders.**
- 3. Prosecution: CCATT personnel will collaborate with the Fresno County District Attorney’s Office to successfully prosecute those involved in auto and accessory theft.**
- 4. Probation: The Fresno County Probation Department will provide pre-trial GPS monitoring for pending auto and accessory cases as well as enhanced supervision.**

In addition to sworn personnel, the department intends to employ two additional Police Support Services Technicians in the Records department. These two positions will focus on processing investigative reports related to ORT and auto theft investigations. By adding these support services technicians, the department ensures that investigative reports and related to ORT and auto theft cases are processed efficiently. The FPD’s Real Time Information Center (RTIC) will serve as the ORT hub. New hardware and software technology integrated into the RTIC can assist in the identification, location, and apprehension of ORT suspect(s). The RTIC mission is to utilize intelligence-led policing to provide real-time information sharing, quick identification, and apprehension of criminals, increasing public safety.

- 1. RTIC will compile and analyze data to identify suspects, crime patterns, and create “hot lists”, to share with other allied agencies and retail partners.**
- 2. Automated License Plate Readers (ALPR): will be strategically placed around retail centers to alert RTIC personnel when suspect offenders enter a target zone. This information will be shared with law enforcement and retail partners.**
- 3. Video Connectivity (FUSUS): FUSUS software will allow for direct video feed with a retail partner when a crime is in progress.**
- 4. Video Connectivity Analytics (Brief Cam): This will allow RTIC personnel and investigators to condense hours of footage and search for specific video footage quickly.**

PPA’s Retail Theft and PPA Motor Vehicle/Accessory Theft will have three goals and objectives.

- 1. The team will reduce retail theft 15% each year.**
- 2. The team will increase participation in the Merchant Shoplift Program by 25%**
- 3. The team will decrease auto theft 15%.**

The team will actively engage in a public awareness campaign to

inform the public about the impact of organized retail vehicle thefts. Through this campaign, the team aims to educate the community about the detrimental consequences of these crimes and promote vigilance among residents. By raising awareness and encouraging the public to be proactive, the team seeks to deter potential offenders and foster community support in combating ORT and vehicle thefts.

The ORT Task Force adheres to all state and federal laws when utilizing its current surveillance and monitoring equipment. All investigative techniques will be evaluated for their necessity by the project lead. The ORT Task Force strictly prohibits the use of race as the sole purpose for any police contact. The department has a rigorous policy in place that prohibits bias-based policing, and it conducts thorough investigations into any alleged incidents related to such practices.

Project
Organizational
Capacity and
Coordination

FPD will act as the Fiscal Agent and has a proven 100% successful compliance rate on grant funding obligations. The Grants Management Unit (GMU) will be responsible for oversight of all department grant-related activities and understand fiduciary responsibilities associated with grant funds. GMU has participated in several audits over the years to demonstrate transparency and accountability for those funds. GMU will conduct annual, in-person site monitoring visits for all the funded partners to ensure compliance with the program objectives and grant guidelines. If awarded, at the end of the grant period we would implement our plan to sustain the programs with general fund contributions with the approval of the City Manager, City Council and the Mayor. The project will be overseen by FPD Police Lieutenant Israel Reyes, who will have direct oversight over sub-grantees and lead the community and services elements in the project. He has 23 years of experience, including patrol, investigations, internal affairs, and most recently as a patrol field commander. He will assume responsibility for evaluation, monitoring, tracking statistical information, and fulfilling reporting requirements. Memoranda of Understanding (MOUs) will be drafted by the respective governing bodies within three months of award notification. Once the MOUs are finalized, they will be ready for implementation within six months of the grant award. Lt. Reyes and the assigned allied agency project leads will review the implementation of the project, track its progress, and assess its overall success. Quarterly meetings will be held to discuss project-related matters and address any challenges or adjustments that may arise during the project. CPD will establish a dedicated retail theft team focused on promptly responding to crimes in progress. This team will also investigate and gather intelligence on groups that specifically target retail outlets. Additionally, the plan will deploy enhanced video surveillance and intelligence systems to strengthen the monitoring and prevention of criminal activities. By adopting these strategies, the CPD will contribute to the FPD's efforts in combating ORT and auto theft. Management Analyst (MA) Sandi Macy will be the project lead for the CPD. She has 18 years of experience managing and overseeing grant operations for the City of Clovis and the CPD. She has coordinated all aspects of the CPD's grant

activities, managing financial reporting and performance. As a certified government fiscal officer MA Macy has worked with various law enforcement agencies. FCPD will be conducting probation contacts targeting individuals specifically convicted of felony ORC and vehicle thefts. The FCPD will implement pre-trial monitoring of individuals involved in ORT and vehicle thefts. By closely monitoring these offenders before their trials, the FCPD aims to mitigate the risk of further criminal activities and protect the community from potential harm. FCPD is committed to supporting the FPD in combating ORT and auto theft. Deputy Chief (DC) Probation Officer, Lori Willits will be the project lead for the FCPD. She has over 26 years of experience in the department. Her assignments are varied and include working a Deputy Probation Officer in both the Adult and Juvenile divisions. As assistant DC she managed the Crime Victim Assistance Center, the AB 109 felony supervision unit, and the Quality Control/Program Evaluation Unit. As DC she has had oversight of the juvenile institution operations at the Juvenile Justice Campus for nearly 5 years and in September 2023 will be transitioning to the Adult Realignment Division. FCDA office plans to assign three senior investigators dedicated to prosecuting these ORT offenders. FCDA will enhance the regional Cyber and Forensic lab, utilizing it to examine digital evidence gathered during ORT and auto theft crimes to support aggressive prosecution. Chief Investigator Pat McPherson will serve as the project lead for FCDA. He has over 37 years of law enforcement experience. Throughout his career, Chief McPherson has undertaken and overseen assignments encompassing Major Crimes/Homicide, Organized Crime Intelligence, Gangs, Public Corruption, Narcotics, Special Operations, and Violent Sexual Predators. He has actively participated in various Task Force Operations, demonstrating his abilities as an effective leader.

Upon notice of an award, the City of Fresno will contract an evaluation team consisting of California State University Fresno (CSUF) Criminology Professors and graduate student assistants. In a process evaluation, both qualitative and quantitative research methodologies will be employed as part of a data triangulation strategy, while quantitative data analysis with statistical models will be emphasized in outcome evaluations to assess the impact of each program component. The methodology of the process evaluation of each program will be designed to ensure the program is implemented according to its original plan and serves the needs of the community and target populations. To monitor the progress of program implementations while easing the burden of administrative data collection, web-based surveys with automatic e-mail reminders to program managers will be utilized. This system supports both efficient data collection in a standardized format and timely descriptive analysis of program characteristics in the process evaluation. Furthermore, qualitative research methods of field observations and interviews of participants and program managers will become a means to uncover unexpected barriers and obstacles to program implementation; adjustments in program management will be recommended through quarterly reports and meetings. The methodology of the outcome evaluation that determines each project component's success and failure includes statistical models and innovative research designs that thoroughly and properly evaluate the impact of each program component. While the gold standard of program evaluation dictates the use of randomized experiments to conclusively infer the causal effect of intervention programs, randomized experiments are not immune from challenge, most notably an ethical issue of denying the opportunity to participate in programs for the sake of scientific studies. To overcome this limitation but maintain a high scientific standard of program evaluation, CSUF will employ a propensity score matching technique that allows the analysis of the treatment group and control group with comparable characteristics without running a randomized experiment. This allows rigorous examination of the program outcomes without compromising ethical resource principles. The propensity score analysis is an innovative but proven evaluation methodology, which was applied to evaluations of gang interventions including G.R.E.A.T. and Operation Ceasefire in Boston. When conducting propensity score analysis, CSUF will take advantage of existing program surveys/intakes previously conducted re-analyze and compare with the participants of the proposed program. The results of both process and outcome evaluations will be thoroughly documented in quarterly and Final Local Evaluation Reports. Detailed descriptions of programs will be provided as part of the process evaluation which allows critical assessment and replication of the approach in different settings.

Budget Instructions **Applicants are required to submit a Proposal Budget and Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 5: Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Proposal Budget and Budget Narrative. The Proposal Budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website.**

Budget Attachment

[Organized-Retail-Theft-Prevention-Grant-Program-Budget-Attachment.-Combined.xlsx](#)

SECTION V -
ATTACHMENTS

This section list the attachments that are required at the time of submission, unless otherwise noted. Project Work Plan (Appendix B) - Mandatory Grantee Assurance for Non-Governmental Organizations (Appendix D) - Mandatory Local Impact Letter(s) (Appendix E) - Mandatory Letter(s) of Commitment (Appendix F) - If Applicable Policies Limiting Racial Bias - Refer to page 9 of the Proposal Instruction Packet - Mandatory Policies on Surveillance Technology - Refer to page 9 of the Proposal Instruction Packet - If Applicable Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G) - Mandatory Governing Board Resolution (Appendix H) - Optional

Project Work Plan (Appendix B)

[Appendix_B_Project-Work-Plan-ORT-.pdf](#)

Grantee Assurance for Non-Governmental Organizations (Appendix D)

[BSCC_Appendix_D_signed.pdf](#)

Local Impact Letter(s) (Appendix E)

[Appendix_E.pdf](#)

Letter(s) of Commitment, (Appendix F)

[Letter_of_Commitment_CPD.pdf](#)

[Letter_of_Commitment_FCDA.pdf](#)

[Letter_of_Commitment_FCPD.pdf](#)

[Letter_of_Commitment_-_FPD.pdf](#)

Policies Limiting Racial Bias

[6._AO-2-33-Equal-Employment-Opportunity-Plan-and-Policy_A-478447.pdf](#)

[6._Policy_402_Bias_Based_Profiling.pdf](#)

Policies on Surveillance Technology

[7._Policy_323_Pre_Planned_Tac_Operations.pdf](#)

[7._Policy_439_UAS_Operations.pdf](#)

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Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix G)

[BSCC_Appendix_G_signed.pdf](#)

OPTIONAL: n/a
Governing Board
Resolution (Appendix
H)

OPTIONAL: n/a
Bibliography

CONFIDENTIALITY NOTICE: **All documents submitted as a part of the Organized Retail Theft Prevention Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)**

Appendix B: Project Work Plan

Applicants must complete a Project Work Plan. This Project Work Plan identifies measurable goals and objectives, process and outcome measures, activities and services, responsible parties for those activities and services, data sources and estimated timelines. Completed plans should (1) identify the project’s top goals and objectives; (2) identify how the goal(s) will be achieved in terms of the activities, responsible staff/partners, and start and end dates, process and outcome measures; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. As this grant term is for three (3) years, the Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. A minimum of one goal and corresponding objectives, process measures, etc. must be identified.

Applicants must use the Project Work Plan provided below. You will be prompted to upload this document to the BSCC-Submittable Application.

(1) Goal:	> Retail Theft Reduction		
Objectives (A., B., etc.)	> The Fresno Metropolitan Area Organized Retail Task Force aims to reduce organized retail theft by 15 percent each year during our involvement in the grant. We will bring awareness to the public of this program and encourage reporting of this crime.		
Process Measures and Outcome Measures:	At the onset of implementing the grant, the taskforce will start with a baseline number of thefts from the previous year. Each year of the grant, the departments will compare the previous year's statistics to determine if our efforts have been successful		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
> We will collaborate with our partners and utilize enforcement measures, specifically targeting reoffenders, to arrest and prosecute. Additionally, we will assist our retail partners by providing intelligence and implementing education measures to better equip them in dealing with retail offenders.	> Fresno Police Department Clovis Police Department Fresno County DA Fresno County Probation	> 01/01/2024	> 12/31/2026
List data and sources to be used to measure outcomes:	>The Department will use data on arrests and case filings.		

(2) Goal:	> Auto Theft Reduction		
Objectives (A., B., etc.)	> The Fresno Police Department and Clovis Police Department aims to reduce auto and catalytic converter thefts by 15 percent each during our involvement in the grant. We will bring awareness to the public of this program and encourage reporting of these crimes.		
Process Measures and Outcome Measures:	> At the onset of implementing the grant, the departments will start with a baseline number of auto and catalytic converter thefts from the previous year. Each year of the grant, the department will compare the previous year's statistics to determine if our efforts have been successful		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
> FPD's CCAT Team and Clovis Police Department will utilize enforcement measures, specifically targeting reoffenders, to arrest and prosecute.	> Fresno Police Department Clovis Police Department Fresno County DA Fresno County Probation	01/01/2024	> 12/31/2026
List data and sources to be used to measure outcomes: > The Department will use data on arrests and case filings.			

(3) Goal:	> Increase in Merchant Shoplift Program		
Objectives (A., B., etc.)	> The Fresno Metropolitan Area Organizational Retail Task Force will engage area retailers and encourage their participation in the Merchant Shoplift Program.		
Process Measures and Outcome Measures:	> At the onset of implementing the grant, the task force will start with a baseline number of retailers participating in the merchant shoplift program. Each year of the grant, we will compare the previous year's statistics to determine if our efforts have been successful.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date

<p>> Police detectives will engage retailers in their respective areas to encourage their participation. Once merchants enroll, detectives will provide education and support to assist the retailers. Public awareness campaigns to include advertising on TV, radio, social media, city bus exterior, etc. to educate the public on this program and encourage them to report these crimes.</p>	<p>> Fresno Police Clovis Police Fresno County Probation</p>	<p>01/01/2024</p>	<p>12/31/2026</p>
<p>List data and sources to be used to measure outcomes: > The departments will keep yearly data retail partner participation.</p>			



Organized Retail Theft Prevention Grant Program - Project Budget and Budget Narrative

Name of Applicant: *Fresno Police Department*

44-Month Budget: October 1, 2023 to June 1, 2027

Note: Rows 7-16 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)

Budget Line Item	Total
1. Salaries & Benefits	\$15,332,935.00
2. Services and Supplies	\$1,009,516.00
3. Professional Services or Public Agencies	\$1,671,781.00
4. Non-Governmental Organization (NGO) Subcontracts	\$0.00
5. Data Collection and Evaluation	\$75,000.00
6. Equipment/Fixed Assets	\$5,303,575.00
7. Financial Audit (Up to \$25,000)	\$25,000.00
8. Other (Travel, Training, etc.)	\$245,387.00
9. Indirect Costs	\$0.00
TOTAL	\$23,663,194.00

1a. Salaries & Benefits

Description of Salaries & Benefits	(% FTE or Hourly Rate) & Benefits	Total
FPD - 24 FTE Police Officers; 1 FTE Police Sergeant; 2 Police Support Technicians	100% (see narrative below)	\$10,835,520.00
CPD - 5 FTE Sworn Personnel; 1 FTE Public Service Officer	100% (see narrative below)	\$4,248,415.00
FCPD - 8 Deputy Probation Officer - Overtime	Monthly overtime allocation (see narrative below)	\$249,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$15,332,935.00

1b. Salaries & Benefits Narrative:

*FPD 24 FTE Police Officers - will be adding 3 investigators to each of the 5 policing district to focus on ORT at all levels. Investigators will be responsible for handling all ORT crimes, conducting follow-up investigations, and submitting cases to the District Attorney's office for prosecution. They will also expand the Merchant Retail Theft program. 9 detectives will be assigned to a 2nd CCATT team, providing immediate investigation of auto thefts seven days a week. The addition of this 2nd team will enable effective investigations into catalytic converter theft. Salary: \$2,001,600 per year /Fringe: \$1,157,400 = \$3,159,000 Yr. 1; Salary: \$2,102,400 per year /Fringe: \$1,177,209 = \$3,279,609 Yr. 2; Salary: \$2,208,000 per year /Fringe: \$1,197,966 = \$3,405,966 Yr. 3.
 1 FTE Police Sergeant - will be assigned to supervise 2nd CCATT team. Salary: \$134,800 per year /Fringe: \$62,730 = \$197,530 X 3 = \$592,590.
 2 Police Support Services Technicians - will be assigned in the Records Department. Our Records Bureau has struggled to keep up with the workload. These 2 positions will focus on processing investigative reports related to ORT and auto theft investigations. By adding these support services technicians, the department ensures that investigative reports and related to ORT and auto theft cases are processed efficiently. Salary: \$97,800 per year /Fringe: \$36,556 per year X 3 years \$403,068.
 CPD 5 FTE Sworn personnel; Tier 5 with CPOA MOU Benefits and Employer Contributions (FICA, WC, PERS, DefComp, Health Benefits, ED, CTO/Sick/Holiday buyout, and assignment pay) Estimate 5% COLA*

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Total
FPD Supplies - Misc. narrative below	Estimated cost based on quotes	\$381,141.00
CPD Supplies - Misc. narrative below	Estimated cost based on quotes	\$283,400.00
FCPD Supplies - Misc. narrative below	Estimated cost based on quotes	\$344,975.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$1,009,516.00

2b. Services and Supplies Narrative:

FPD Standard Equipment for 24 sworn officers (uniforms, etc.) \$276,538; For Police Support Technicians 2 Computers, 4 monitors (2-24" & 2-27" curved), docking stations, and accessories for \$4,819.53 Total \$9,639; 2 Desk phones \$250 each \$500; 2 Headsets (\$285.49 each) \$571; CCAT 10 Tactical Vests and holsters \$750 ea. \$7,500 total; 2 - Search warrant entry tools - \$1,000 each \$2,000; 2 - Ballistic Shields \$ 1,500 each \$3,000; 2 Hand and Power Tools for VIN Verifications - \$800 \$1,600; 5 - OBD2 readers - \$100 each \$500; 2 - Vehicle entry tools to unlock cars \$100 each \$200; 25 batteries and charging stations for Panasonic Equip. (\$143.41 each) \$3,585; 15 - 3SI GPS Tracking Devices (Medium Bundle) \$10,550 (Yr 2 and Yr 3 \$6,025); 2 SSG Annual Stealth V (Verizon) Covert Tracking Service \$4,587 ea. yr; 2 SSG Annual MicroTracker Service - AT&T \$2,025 ea. yr.; These items are requested for the new district ORT detectives, Police Support Technicians and the CCAT 2nd team. Tools and supplies are necessary for them to effectively investigate ORT, auto theft and auto accessory theft. RTIC 12 - Transceiver \$27 each \$324. DRONES - Maintenance Mavic 3 Battery Kit x 3 - \$1977, Avata Fly More Kit x 16 \$4,464; DJI Avata Combo, Fly More Kit, Remote Controller, Taclight, and Case - \$2,363 x 16 \$28,356. Small unmanned aircraft systems (sUAS) play an integral part in addressing retail crime and auto-theft. Due to their portability and ease of deployment, they can quickly provide air support to assist with the apprehension of subjects involved in retail and auto-theft activity. In addition to providing air coverage that assists with setting perimeters to contain fleeing subjects, they also have the capability of providing crime scene mapping and recorded video footage that greatly assists in the prosecution of criminal cases. The DJI Avata drone is incredibly agile and can handle the most challenging flying conditions. It will primarily be used to search the interior of structures

3a. Professional Services		
Description of Professional Service(s)	Calculation for Expenditure	Total
Fresno County District Attorney's Office	Calculations below in narrative	\$854,519.00
FCPD - Public Awareness Campaign	Estimates	\$30,000.00
CPD - ICRP	Calculations below in narrative	\$637,262.00
FPD - Public Awareness Campaign	Estimates	\$150,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$1,671,781.00

3b. Professional Services Narrative

FCDA - 3 extra help Senior DA Investigators: 28 hours a week each. Year 1: Salary \$64,234 Benefits \$10,446 Total \$76,680; Year 2: Salary \$66,758 Benefits \$10,856 Total \$77,614; Year 3: Salary \$66,758 Benefits \$10,856 Total \$77,614

Overtime 10 hours a week each. Year 1: Salary \$20,269 Benefits \$1,551 Total \$21,280; Year 2: Salary \$21,064 Benefits \$1,612 Total \$22,676; Year 3: Salary \$21,064 Benefits \$1,612 Total \$22,676

TOTAL PERSONNEL \$756,896

3- Vehicles (\$750 per month X 12 = \$9,000 X 3) leased through Enterprise Car Rental for duration of grant period. Year 1-3: \$27,000 annually. The Fresno Multi-Agency Digital (MAD) Lab has evaluated the unit equipment that would best serve the continued digital evidence needs of a Retail Theft Team. The following are estimates of items that would enhance investigative capabilities. Digital Video Recorder Suite DVR Examiner \$5000 perpetual; Tableau Write Block \$448;; Laptop \$2,500; Backpack \$125; Premium Cell Phone Tool Cellebrite UFED Ultimate \$6,450 perpetual; Cellebrite PAAS \$1,500 perpetual; Cellebrite Cheetah \$600; A DVR Suite would allow for mobile digital video recorder analysis. On-site real-time evidence collection could be done even at locations without device passcodes available; Cellebrite offers premium cell phone tools that could be used in accessing and gathering digital evidence related to seized evidence phones. TOTAL EQUIPMENT AND SUPPLIES \$97,263.

4a. Non-Governmental Organization (NGO) Subcontracts		
Description of Non-Governmental Organization (NGO) Subcontracts	Calculation for Expense	Total
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$0.00

4b. Non-Governmental Organization (NGO) Subcontracts Narrative

N/A

5a. Data Collection and Evaluation		
Description of Data Collection and Evaluation	Calculation for Expense	Total
California State University Fresno		\$75,000.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$75,000.00

5b. Data Collection and Evaluation Narrative

Local Evaluation Plan will be conducted by a team of California State University, Fresno Department of Criminology Professors and graduate assistants. The existing collaborative efforts with evaluation team facilities efforts in contracting with them to design and develop effective research methodologies, conduct data collection, and program analysis/evaluation on the proposed project as directed by RFP.

6a. Equipment/Fixed Assets		
Description of Equipment/Fixed Assets	Calculation for Expense	Total
FPD Equipment	Estimates based on quotes	\$3,937,952.00

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<i>Please see instructions tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns red, please adjust it to not exceed the line-item noted.</i>	TOTAL	\$0	\$0
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9b. Indirect Costs Narrative:
N/A

OPERATIONAL AGREEMENT
BETWEEN FRESNO POLICE DEPARTMENT, CLOVIS POLICE
DEPARTMENT, FRESNO COUNTY PROBATION DEPARTMENT, AND
THE FRESNO COUNTY DISTRICT ATTORNEY'S OFFICE

This Operational Agreement stands as evidence that the Fresno Police Department, which includes the implementation of the Fresno Metropolitan Area Organized Retail Task Force and the Clovis Police Department, Fresno County Probation Department, and the Fresno County District Attorney's Office intend to work together toward the mutual goal of creating a collaborative task force with a primary objective of combating and aggressively prosecuting Organized Retail Theft (ORT) offenders. It will provide assistance to retailers in protecting themselves against ORT through various means such as enforcement, education, training, and the implementation of advanced technology. In addition to addressing ORT, the task force will also focus on combating vehicle and accessories thefts in Fresno County.

Each agency agrees to participate in the program in a collaborative effort, if selected for funding. It is agreed that:

Fresno Police Department staff will:

- The department will allocate a dedicated team of 15 area detectives whose sole focus will be to investigate Organized Retail Theft (ORT) crimes. These detectives will prioritize and diligently work on cases related to ORT, utilizing their specialized knowledge and skills to investigate offenders involved in these criminal activities.
- The department will actively engage with local area retailers to encourage and expand participation in the Merchant Shoplift Program. By fostering partnerships with retailers, the department aims to enhance cooperation in effectively identifying and addressing ORT.
- The department will establish a second 10-person CCAT Team to specifically address the issues of auto theft, catalytic converter theft, and chop shops. This expansion will bolster the department's capabilities in investigating and combating these specific criminal activities.

Clovis Police Department staff will:

- CPD will establish specialized task forces dedicated to combating organized retail thefts (ORT). The task forces will contribute to the prevention, detection, and prosecution of individuals and networks involved in organized retail theft.
- Through the integration of intelligence gathering and enhanced surveillance capabilities, the CPD aims to disrupt and deter organized retail theft, ultimately creating a safer environment for businesses and the community.
- The CPD is committed to engaging the community through public awareness campaigns focused on organized retail theft (ORT).

**OPERATIONAL AGREEMENT
BETWEEN FRESNO POLICE DEPARTMENT, CLOVIS POLICE
DEPARTMENT, FRESNO COUNTY PROBATION DEPARTMENT, AND
THE FRESNO COUNTY DISTRICT ATTORNEY'S OFFICE**

Fresno County Probation Department staff will:

- Work in proactive activities, strategies, and programs preventing and responding to ORT, motor vehicle or motor vehicle accessory theft or cargo theft.
- Utilize evidence-based practices that include conducting risk assessments, case plans to determine appropriate treatment and program referrals, for these individuals.
- Collect and provide data to the Fresno Police Department through its automated data technology system, to help meet grant requirements.
- Collaborate with the FPD in its public awareness campaigns in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft through in-person, media and/or social media platforms.

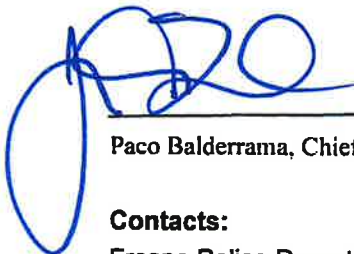
Fresno District Attorney's Office staff will:

- Provide 3 extra help Senior Investigators working exclusively with the ORT.
- Extend the services of our Cyber and Forensic Unit as a resource to examine suspect(s) cell phone data and to recover evidentiary information from retail store surveillance cameras through their Digital Video Recorders.

**OPERATIONAL AGREEMENT
BETWEEN FRESNO POLICE DEPARTMENT, CLOVIS POLICE
DEPARTMENT, FRESNO COUNTY PROBATION DEPARTMENT, AND
THE FRESNO COUNTY DISTRICT ATTORNEY'S OFFICE**


This agreement will be in effect beginning October 1, 2023 through December 31, 2026. We, the undersigned, as authorized representatives of the Clovis Police Department, Fresno County Probation Department, Fresno County District Attorney's Office and the City of Fresno Police Department do Hereby approve of this document.

Fresno Police Department:

 7.6.2023

Paco Balderrama, Chief of Police Date

Fresno County Probation Department:

 7/6/2023

Kirk Haynes, Chief Probation Officer Date

Contacts:

Fresno Police Department
Lieutenant Israel Reyes
Patrol Division
PO Box 1271
Fresno, CA 93715-1271
israel.reyes@fresno.gov

Fresno County Probation Department
Lori Willits, Deputy Chief Probation Officer
Realignment Division
2171 N. Fine Ave.
Fresno, CA 93727
lwillits@fresnocounty.ca.gov

Clovis Police Department:

 7/5/2023

Curt Fleming, Chief of Police Date

Fresno County District Attorney's Office:

 7/6/2023

Lisa A. Smittcamp, District Attorney Date

Contacts:

Clovis Police Department
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Police Department Grants
1233 Fifth Street
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Fresno County District Attorney's Office
Pat McPherson, Chief Investigator
Investigations Bureau
2100 Tulare Street
Fresno, CA 93721
pmcpherson@fresnocountyca.gov

City of
FRESNO
POLICE DEPARTMENT
Mariposa Mall
P.O. Box 1271
Fresno, CA 93715-1271

PACO BALDERRAMA
Chief of Police



July 5, 2023

Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

RE: Letter of Commitment – BSCC Organized Retail Theft Grant Program

To whom it may concern:

I am writing you to extend the full support and commitment of the Fresno Police Department to the project proposal for the Organized Retail Theft Prevention Grant Program. As any police chief, my top priority is to maintain a high level of safety for all businesses and residents in my community. The overall goal of the Fresno Police Department is to reduce crime to sustainable lows, by utilizing highly effective crime strategies and technology, which include organized retail, vehicle theft, and catalytic converter investigations and a consistent/productive working relationship with our collaborative partners.

The Fresno Police Department has long recognized the critical importance of strong relationships and cooperation with the Clovis Police Department, Fresno County District Attorney’s Office, and Fresno County Probation Department, particularly when it comes to retail, vehicle theft, and catalytic converter thefts. Not only do we strive to improve the overall quality of life for every person in our community in the Central Valley, but also build a high level of trust and communication with those affected by these types of crimes.

I believe that with the support of this grant and continuing to collaborate with our law enforcement partners and our community, we can reduce the number of these crimes and effectively prosecute offenders in the City of Fresno.

Sincerely,

Paco Balderrama
Chief of Police



CITY of CLOVIS

POLICE DEPARTMENT

1233 FIFTH STREET • CLOVIS, CA 93612

June 30, 2023

Paco Balderrama
Chief of Police - Fresno Police Department
2323 Mariposa Street
Fresno, CA 93721

Subject: Letter of Commitment to BSCC Organized Retail Theft Program

Chief Balderrama

The Clovis Police Department is committed and dedicated in collaborating with the Fresno Police Department and the Fresno County Probation Department in implementing an effective Retail Theft Program. As Chief of Police for the City of Clovis, I recognize the importance of addressing retail theft issues and working hand-in-hand with all regional law enforcement to prevent and mitigate such incidents.

Our organization is deeply concerned about the impact of retail theft on our business, its employees, and the community. We believe a coordinated effort between regional law enforcement can significantly reduce theft incidents, increase apprehensions, and deter potential offenders. With this commitment, we aim to create a safe and secure environment for our citizens and promote a stronger partnership with law enforcement.

We understand that the success of the Retail Theft Program relies on our continued commitment and collaboration. We are dedicated to upholding a cooperative inclusive, and diverse program and working in close partnership with the Fresno Police Department to address retail theft effectively.

Together, we can make a significant difference in combating retail theft and creating an environment that upholds our commitment to ensure public safety and protect all businesses.

Sincerely,

Curt Fleming
Chief of Police
Clovis Police Department



COUNTY OF FRESNO

Lisa A. Smittcamp
District Attorney

June 29, 2023

To: Board of State and Community Corrections
From: Fresno County District Attorney's Office

To Whom It May Concern:

We hereby submit this letter to express our endorsement of the Fresno Police Department's dedication to combatting Organized Retail Theft within our community. The Fresno County District Attorney's Office acknowledges the imperative of securing grant funding not only for the purpose of investigating these crimes but also to effectively prosecute them.

The most effective approach to address the challenges that afflict communities, regardless of their size, involves securing funding, allocating resources, and fostering collaboration among diverse agencies. By working together and synergizing our efforts, all agencies and departments thrive, creating a force multiplier effect.

The success of our Multi Agency Gang Enforcement Consortium (MAGEC), Fentanyl Overdose Response Team (FORT), and High Intensity Drug Trafficking Area (HIDTA) exemplify our fruitful collaboration in the Central Valley. These partnerships, particularly MAGEC and FORT, have garnered national recognition as exemplary models of effective collaboration

Our organization stands ready to address these challenges as a partner on this grant proposal and is committed to providing investigative assistance with the following:

1. Three Extra Help Senior Investigators working exclusively with the Organized Retail Theft.
2. Extend the services of our Cyber and Forensic Unit as a resource to examine suspect(s) cell phone data and to recover evidentiary information from retail store surveillance cameras through their Digital Video Recorders (DVR). DVR extractions are crucial to the successful prosecution of these cases.

The Fresno County District Attorney's Office recognizes the immense importance of this program, as well as the crucial necessity of allocating resources and fostering collaboration among law enforcement agencies to safeguard our community.

Sincerely,

Lisa A. Smittcamp
Fresno County District Attorney



Fresno County Probation Department

Kirk Haynes, Chief Probation Officer



DATE: June 29, 2023

TO: Board of State and Community Corrections

RE: The Organized Retail Theft Prevention Grant Program

This letter is being submitted to document that the Fresno County Probation Department agrees to partner on the Organized Retail Theft Prevention Grant Program proposal being submitted by the Fresno Police Department.

As a part of this grant, Fresno County Probation is aware of the proposed project, is committed to ensuring its success and agrees to participate in collaborating with the Lead Public Agency, the Fresno Police Department. Probation's role will include working with the lead agency in proactive activities, strategies and programs in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.

The Fresno County Probation Department is uniquely positioned to identify individuals already under its jurisdiction for probation supervision who are involved in these specific illegal activities, along with future persons placed on supervision, involved in organized retail theft, motor vehicle or motor vehicle accessory theft or cargo. Proactive activities include teaming up with the Fresno Police Department officers to jointly conduct Probation contacts, surveillance, and searches. Probation will utilize evidence-based practices that include conducting risk assessments, case plans to determine appropriate treatment and program referrals, for these individuals. Probation will also collect and provide data to the Fresno Police Department through its automated data technology system, to help meet grant requirements.

Probation will collaborate with the Fresno Police Department in its public awareness campaigns in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft through in-person, media and/or social media platforms.

The Fresno County Probation Department looks forward to a continued partnership with the Fresno Police Department in its important role as a law enforcement agency and helping to prevent and bring justice to victims of crime related to the proposed project.

Sincerely,

Kirk Haynes, Chief Probation Officer

OFFICE OF THE CHIEF PROBATION OFFICER

3333 E. American Ave. / Building 701 / Suite B / Fresno, California 93725

Phone (559) 600-1294 / FAX (559) 455-2488

The County of Fresno is an equal employment opportunity employer

Policy 402

Fresno Police Department Policy Manual Racial- or Bias-Based Profiling

402.1 POLICY

The Fresno Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly and without discrimination toward any individual or group. *All members shall interact with the public in a professional, impartial, fair, respectful and nondiscriminatory manner.*

Race, ethnicity or nationality, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability or affiliation with any other similar identifiable group shall not be used as the basis for providing differing levels of law enforcement service or the enforcement of the law.

402.1.1 PURPOSE AND SCOPE

This policy provides guidance to department members and establishes appropriate controls to ensure that members of the Fresno Police Department do not engage in racial or bias-based profiling or violate any related laws while serving the community. *All personnel should treat all members of the public with courtesy, professionalism, and respect. Department members should not use harassing, intimidating, derogatory, or prejudiced language, particularly when related to an individual's actual or perceived protected characteristics*

402.2 DEFINITION

Racial- or Bias-Based Profiling - An inappropriate reliance on actual or perceived characteristics such as race, ethnicity, color, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, affiliation with any non-criminal group (protected characteristics), or other similar identifiable group as the basis for providing differing law enforcement service or enforcement (Penal Code §13519.4).

402.3 GUIDELINES

Racial or bias-based profiling is strictly prohibited.. However, nothing in this procedure is intended to prohibit an officer from considering factors such as race or ethnicity in combination with other legitimate factors to establish reasonable suspicion or probable cause (e.g., suspect description is limited to a specific race or group).

- (a) It is the responsibility of all members to prevent, report, and respond appropriately to identify discriminatory or biased practices.
- (b) Members engaging in a non-consensual contact shall be prepared to articulate sufficient reasonable suspicion to justify the contact, independent of the individual's protected class, including but not limited to, traffic stops, field contacts, detentions, as well as asset seizure and forfeiture proceedings.
 - 1) Nothing in this procedure requires any prepared documentation of a contact that would not otherwise require reporting.
 - 2) To the extent that written documentation is completed (e.g., arrest report, F.I. card, etc.), members should include those facts giving rise to reasonable suspicion or probable cause for the contact.
 - 3) While the practice of racial profiling is strictly prohibited, it is recognized that race or ethnicity may be legitimately considered by an officer in combination with other legitimate factors to establish reasonable suspicion or probable cause (e.g., suspect description is limited to a specific race or group).

402.4 STOP DATA COLLECTION SYSTEM

The Stop Data Collection System (SDCS) is a web based demographic data collection system for lawful detentions, administered by the State of California. Participation in the SDCS is required under Assembly Bill 953 for certain law enforcement agencies, including the Fresno Police Department. The data collected is similar to what the Department has been collecting for over 17 years, however there will be some changes as to when stop data will be collected and transmitted;

- (a) If multiple agencies are involved in a stop and the Department is the primary agency, a Department officer shall collect the data elements and prepare the stop data report.
- (b) When multiple officers conduct a stop, the officer with the highest level of engagement with the person detained shall collect the data elements and prepare the report.
- (c) A SDCS entry shall be completed when a passenger in a vehicle stopped becomes detained independent of the traffic stop.

Enforcement operations, including DUI checkpoints, which stop vehicles at regular intervals are exempt from this requirement, unless the officer develops individualized suspicion regarding an occupant in the vehicle, i.e., driver appears to be under the influence of alcohol/drugs, passenger is wanted.

An officer shall complete all stop reports for stops made during their shift by the end of that shift, unless exigent circumstances preclude doing so. In such circumstances, the data shall be completed as soon as practicable. *In the event a stop report is to be completed during an encounter resulting in an Officer Involved Shooting or In-Custody death, the homicide unit supervisor, or their designee, shall complete the stop data report for the involved officer.*

402.5 TRAINING

- (a) Sworn members will attend POST approved training on the subject of racial profiling.
- (b) Pending participation in such POST approved training and at all times, members are encouraged to familiarize themselves with and consider racial and cultural differences among members of our community.
- (c) Members will thereafter be required to complete an approved refresher course every five years or sooner if deemed necessary in order to keep current with changing racial and cultural trends [PC §13519.4(i)].

402.6 ANNUAL ADMINISTRATIVE REVIEW

The Policy and Procedures Unit will conduct a documented annual administrative review of agency practices including public concerns and complaints regarding bias-based profiling.

- (a) This will include an IA database search for any inquiries or complaints alleging bias-based police practices and review of monthly minutes regarding complaints received at Chief's Advisory Board (CAB) committee meetings.
- (b) This information will be included in the Annual Bias-Based Policing Report with recommendations regarding training issues, policies and procedures, and any changes to Federal or State mandates.

Policy 323

Fresno Police Department Policy Manual Search Warrants / Pre-Planned Tactical Operations

323.1 POLICY

Officers shall take the necessary steps to plan all warrant services carefully to prevent injury to suspects and members. Search warrants are only to be executed by sworn personnel.

323.1.1 PURPOSE AND SCOPE

A pre-planned tactical operation is any operation where officers plan on taking some sort of enforcement action. Examples of pre-planned tactical operations are search warrants, knock and talks, probation/parole searches, arrest warrants, etc.

323.2 COORDINATION WITH SIB

Any drug enforcement effort shall be coordinated with the Special Investigation Bureau (SIB). Members shall contact a SIB supervisor before proceeding with any drug related investigation likely to lead to a search warrant or “knock and talk” where members have reason to believe a significant quantity of drugs may be located.

323.3 SEARCH WARRANT PLAN

All units shall check with a Law Enforcement event deconfliction system, such as WSIN, before proceeding with any search warrant or drug enforcement related investigation at a specific location. Refer to Policy 610.

The case agent and a member of the unit who will serve the warrant shall develop a plan for serving the warrant.

During the planning stage the case agent, a member of the unit serving the warrant and a unit supervisor shall, in person, observe the location to be searched to determine how the search warrant is served, what resources are needed, and to ensure identification of the right location.

There are some situations where it may not be possible to observe the location in person due to its isolation, counter-surveillance, etc. In such cases the case agent and a unit supervisor will evaluate the location by other means. This could include, but is not limited to:

- (a) Review of any surveillance of the location already conducted;
- (b) Information from confidential informants;
- (c) Video of the location;
- (d) Photographs from ground level; and/or
- (e) Photographs from the air.

“No-Knock” warrants are inherently dangerous and can present a high risk to the safety of both officers and the public. “No-Knock” warrants should only be utilized under the most extreme circumstances for the preservation of life. “No-Knock” warrants can only be obtained through the authorization of a judge, approving “No-Knock” service. Prior to the service of any “No-Knock” warrant, permission shall be obtained from the Chief of Police or their designee. After approval from the Chief of Police or their designee, the “No-Knock” search warrant shall be reviewed by the Unit Commander and SWAT Commander or designee prior to service.

323.4 SUPERVISOR RESPONSIBILITIES

A supervisor shall review and sign the case agent’s plan for the service of every search warrant.

The supervisor shall determine when assistance from the Patrol Division is needed and shall determine the role of the patrol personnel at the search warrant location.

The supervisor or acting supervisor of the unit must be present during the service warrant. When an acting supervisor will be overseeing the warrant service, the Unit Commander or District Commander shall be informed before the warrant is served. A field supervisor or field commander may also be utilized if the unit supervisor is not available.

The supervisor should consider notifying EMS to have an ambulance on stand-by in the area when serving the search warrant.

323.5 REQUIRED UNIFORM AND EQUIPMENT

Plainclothes members participating in the service of a search warrant or are part of a pre-planned tactical operation shall wear Department authorized raid vests. The raid vests shall have visible markings/patches that readily identify the wearer of the vest as a police officer.

Members participating in a pre-planned tactical operation or in the service of a search warrant shall wear their Department issued bullet resistant vests.

There are occasions when a supervisor may elect to have the officers serving the warrant dress in clothing appropriate for the location and type of crime. An example would be detectives, assisted by other officers, serving a search warrant at a school for financial records. The supervisor in charge may decide to have the detectives dress in plainclothes without raid vests but must have at least one officer in a "Class B" uniform present at the location.

Members assisting in serving the warrant shall be armed with their Department issued firearms. Their Department issued firearm(s) shall be the primary weapon when serving any search warrant. A Department issued rifle or shotgun may be used in lieu of the officer's primary duty weapon. Members may have their Department authorized back-up firearm with them.

Consideration should be given, when feasible, to having a marked patrol car at the search warrant location to readily identify the serving of the search warrant as a law enforcement operation.

323.6 LOCATIONS SECURED PRIOR TO OBTAINING A WARRANT

In some instances it may be necessary to secure a location prior to obtaining a warrant. Such situations may not require that all the provisions of this order be followed.

Members at the scene of a crime where they are holding the scene pending a search warrant are not required to complete a Risk Assessment Matrix.

323.7 TACTICAL OPERATIONS PLAN

A member of the unit serving the search warrant shall prepare a tactical operation plan for the service of every search warrant. A pre-planned operation intended to apprehend a suspect in a homicide with a firearm will also require preparation of a tactical operation plan, based on time permitting and the exigency of the specific situation. The member will use the Department approved tactical operations plan format located at L:\LIBRARY\FORMS\Search Warrants - Tac Plans. All sections of the tactical operations plans will be completed. The tactical plan may be modified or updated through the Policy & Procedure Unit.

The tactical operations plan should include, but is not limited to, the following:

- (a) A diagram of the specific location where the warrant is to be served;
- (b) A map of the immediate area showing the location where the warrant is to be served, the streets and alleys around the warrant location, proposed location of perimeter units, proposed approach route and parking area of the entry team(s), and any other features that the case agent deems important;
- (c) Intelligence information gathered on the location and suspects. This should include photos of known suspects, photos of the location, RMS on known suspects, weapons histories, and if any children are at the location;
- (d) Listing of personnel and equipment required to serve the warrant. This would include any special weapons that are needed and any assistance needed from Patrol Division members, air support, K-9's, etc.;

- (e) Communication plan listing the primary channel, if the primary channel will be dispatch, secondary channel, cell phone numbers, etc.;
- (f) Rally point in case of emergencies;
- (g) Location and route to nearest hospital; and
- (h) Any other information the case agent deems relevant.

The case agent will maintain a copy of the original tactical operations plan in the case file. All copies will be destroyed at the completion of the operation.

A separate form should be used to provide member's cell phone numbers, description of undercover officer or vehicles, confidential informants, or other sensitive information. These forms will not be part of the tactical operations plan and will be destroyed after the conclusion of the operation.

323.8 BRIEFING

A briefing shall be conducted before serving a search warrant or executing a pre-planned tactical operation to apprehend a violent felony suspect. Attendance at the briefing is mandatory for all members serving the search warrant, participating in the service of the warrant or pre-planned tactical operation. The briefing should include, but not be limited to, the following:

- (a) A description of the search warrant location;
- (b) A description of suspect(s), crime(s) involved, weapons, and contraband;
- (c) Identification of point of entry, secondary entry points, rally point(s) and zones of fire;
- (d) Designation of entry team members, equipment they require and how they will deploy;
- (e) Designation of perimeter team members, equipment they require and how they will deploy;
- (f) Role of assisting units such as Patrol Division, air support, etc.; and
- (g) Review of the information contained in the tactical operations plan.

Members at the briefing shall be given a copy of the search warrant tactical operations plan.

323.9 NOTIFICATIONS

Units preparing to serve a search warrant shall notify the Duty Office and the ComCen supervisor prior to serving the search warrant.

- (a) The notification shall include the location where the search warrant will be served and the expected time of service.
- (b) The supervisor shall notify the ComCen supervisor of any special requirements such as a channel dedicated to the unit while they serve the warrant, whether a dispatcher is needed to monitor the channel, etc.
- (c) When a location is secured prior to obtaining a search warrant, the Duty Office and the ComCen supervisor shall be notified of the operation as soon possible.
- (d) The Unit Commander, District Commander, or their designee, shall consult with the SWAT Commander or designee to determine if SWAT will assist in serving the warrant.

The case agent shall notify any law enforcement agency of a pending search warrant in their jurisdiction prior to serving the warrant.

323.10 POST SERVICE DUTIES

A receipt listing seized items shall be left in an in a prominent location. The goldenrod copy of the Property and Evidence Report (PER) may serve as the receipt.

A "Notice of Service" shall be left in a prominent location. After the search warrant location is secure, the case agent may consider having the layout of the location recorded for future reference. This may be done by drawing a diagram, taking photographs, video, etc.

Photographs should be taken at the conclusion of a search warrant to document any damage or lack of damage at the location. The photographs may be taken by the unit serving the warrant or by a Crime Scene Bureau technician.

323.11 RISK ASSESSMENT MATRIX

The Risk Assessment Matrix is used during the search warrant planning stage to determine when consultation with SWAT is required. The Risk Assessment Matrix is a YES/NO criteria based questionnaire and includes information such as the type of crime and criminal histories of suspects involved, that are related to the service of warrants. The case agent, member completing the tactical operations plan or a unit supervisor shall complete the Risk Assessment Matrix and will record any affirmative responses (YES) that apply to their warrant. All boxes shall be marked. The member completing the Risk Assessment Matrix will include all available information including, but not limited to criminal histories/rap sheets, RMS, Automated Firearm System (AFS), prior police reports, social media, and confidential/citizen informants. Risk Matrix numerical values are for FPD operations only. The values are for consistency of preplanned operation service and notification guidelines to include SWAT consultation.

- (a) If any boxes in items 1-5 are marked YES, SWAT should be contacted.
- (b) If two or more boxes in items 6-11 are marked YES, SWAT should be contacted.
- (c) The unit supervisor shall notify the Bureau or District Commander before the service of any warrant or consultation with the SWAT commander or designee.
- (d) The unit member, or unit supervisor, completing the Risk Assessment Matrix shall consult with the SWAT Commander, or designee, if the above criterion is reached to determine if SWAT will assist in serving the warrant.
- (e) SWAT notification shall be reflected in the tactical operations plan and any police report associated with the service of the search warrant. If SWAT was not used, this shall be reflected under "SWAT Contacted" and "SWAT Utilized" on the Risk Assessment and the police report as well. The name of the SWAT commander or designee consulted shall be included in the tactical operations plan and police report.

The Risk Assessment Matrix cannot cover all the possibilities relating to the serving of warrants. Although the score on the Risk Assessment Matrix may not require consultation with the SWAT Commander or designee, there may be cases where such consultation might be appropriate.

A copy of the Risk Assessment Matrix shall be included in the plan for serving all search warrants. A copy of the Risk Assessment Matrix is attached at the end of this order.



FRESNO POLICE DEPARTMENT

AGENDA ITEM NO. 7.



Risk Assessment

Items 1-5 (Check mark "Yes" to 1 of the criteria listed below, SWAT should be contacted)	Yes	No	Explain
1. Is the location fortified? (i.e sally ports, internal fortifications, multiple gates, steel doors, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
2. Firearms believed to be on premises and the suspect(s) have made threats to use them?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
3. Automatic weapons, explosives or military ordinance on the premises?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
4. Suspect(s) have history of felonious assault on Peace Officer involving weapons?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
5. Based upon specific articulable facts, is there a likelihood of violent/armed confrontation?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.

Items 6-11 (Check mark "Yes" to 2 or more criteria listed below, SWAT, should be contacted.)	Yes	No	Explain
6. Sophisticated counter surveillance? (CCTV, intrusion devices, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
7. Are the suspect(s) 3 strikes candidates involving violence?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
8. Do the suspect(s) have propensity for violence?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
9. Security screens on doors and/or windows?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
10. Have specific threats of violence been made against Peace Officers?	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.
11. Suspect is a member of a gang, criminal organization or militant group.	<input type="checkbox"/>	<input type="checkbox"/>	Click here to enter text.

When preparing an operational plan, this checklist shall be incorporated into the plan and used to evaluate the need for assistance from SWAT. Any number of circumstances may dictate that SWAT be used. Officers and supervisors are encouraged to contact SWAT Team supervisors whenever questions arise concerning the evaluation of the above listed criteria.

SWAT Contacted: Yes No Name: Click here to enter text.

Date/Time: Click here to enter text.

SWAT Utilized: Yes No

If not, explain briefly: Click here to enter text.

Prepared by: Click here to enter text.

Date: Click here to enter text.

Reviewed by: Click here to enter text.

Date: Click here to enter text.

Policy 439

Fresno Police Department Policy Manual small Unmanned Aerial Systems (sUAS)

439.1 POLICY

Unmanned aerial systems may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a small unmanned aerial system (sUAS) will be in strict accordance with Constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. Department members may request a sUAS for assistance in order to maximize officer safety and facilitate the goals of the Department.

439.1.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of a sUAS and for the storage, retrieval and dissemination of images and data captured by the sUAS.

439.2 DEFINITIONS

Certificate of Waiver or Authorization (COA) - Authorization issued by the FAA for gaining approval when there is a need to operate a sUAS outside of the provisions of FAA Part 107.

FAA Part 107 - Rules for operating sUAS (other than model airplanes) set by the Federal Aviation Administration (FAA).

Small Unmanned Aerial System (sUAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording or any other means.

439.3 PRIVACY

The use of the sUAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during sUAS operations.

439.4 PROGRAM COORDINATOR

The Chief of Police will appoint a program coordinator who will be responsible for the management of the sUAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations and best practices and will have the following additional responsibilities:

- (a) Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current;
- (b) Ensuring that all authorized operators and required observers have completed all required FAA and Department-approved training in the operation, applicable laws, policies and procedures regarding use of the sUAS;
- (c) Developing uniform protocol for submission and evaluation of requests to deploy a sUAS, including urgent requests made during ongoing or emerging incidents;
- (d) Developing protocol for conducting criminal investigations involving a sUAS, including documentation of time spent monitoring a subject;
- (e) Implementing a system for public notification of sUAS deployment;
- (f) Developing an operations manual governing the deployment and operation of a sUAS including, but not limited to, safety oversight, use of visual observers, establishment of lost link procedures and secure communication with air traffic control facilities;

- (g) Developing a protocol for fully documenting all missions;
- (h) Developing a sUAS inspection, maintenance and record-keeping protocol to ensure continuing airworthiness of a sUAS, up to and including its overhaul or life limits;
- (i) Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody;
- (j) Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules;
- (k) Facilitating law enforcement access to images and data captured by the sUAS;
- (l) Recommending program enhancements, particularly regarding safety and information security; and
- (m) Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief of Police.

439.5 USE OF sUAS

Only authorized operators who have completed the required Department training shall be permitted to operate the UAS.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible for use in viewing areas only where there is no protectable privacy interest, or where exigent circumstances exist and such use is authorized by this Policy or deemed necessary for public safety purposes.

sUAS operations should only be conducted during daylight hours and a sUAS should not be flown over populated areas, unless operating under an appropriate, valid FAA waiver.

439.6 PROHIBITED USE

The sUAS video surveillance equipment shall not be used:

- (a) To conduct random surveillance activities;
- (b) To target a person based solely on *actual or perceived characteristics such as race, sex, sexual orientation, gender, gender identity or expression, age, ethnicity, religion, creed, color, national origin, disability, marital status, military and veteran status, or any other classification or status protected by law*;
- (c) To harass, intimidate or discriminate against any individual or group; or
- (d) To conduct personal business of any type.

The UAS shall not be weaponized.

439.7 RETENTION OF UAS DATA

Data collected by the sUAS shall be retained as provided in the established records retention schedule.

APPENDIX A: Organized Retail Theft Grant Program Scoring Panel Roster

	Name	Title	Organization / Agency
1	Ryan Allain	Director	Government Affairs, California Retailers Association
2	Chesa Boudin	Executive Director	Criminal Law & Justice Center – UC Berkeley School of Law
3	Michelle Brown	Retired Chief Probation Officer	San Bernardino County
4	Derek Casebeer	Chief Deputy	Sacramento County Probation Department
5	Tracie Cone	Public Information Officer	Board of State and Community Corrections
6	Jason Craven	Officer	CA Highway Patrol Organized Retail Crime Task Force & Sacramento County Auto Theft Suppression Task Force
7	Jason Daughrity	Retired CHP Captain	Commander of Field Support Section
8	Sandra Dinong	Associate Governmental Program Analyst	Board of State and Community Corrections
9	Evonne Garner	Retired Deputy Director	Board of State and Community Corrections
10	Mary Jolls	Retired Deputy Director	Board of State and Community Corrections
11	Nicole Kirkaldy	Restorative Justice and Diversion Program Director	Yolo County District Attorney's Office
12	Mercedes Morales	Associate Governmental Program Analyst	Board of State and Community Corrections
13	Ryan Okimura	Staff Services Manager I	Board of State and Community Corrections
14	Nancy O'Malley	Retired District Attorney	Alameda County
15	Chelsea Paez	Staff Services Manager I	Board of State and Community Corrections
16	Bao Phan	Associate Governmental Program Analyst	Board of State and Community Corrections
17	Rodney Rego	Captain	Elk Grove Police Department
18	Michelle Solorzano	Sr. Project Manager	City of El Monte
19	Ashley Taylor	Associate Governmental Program Analyst	Board of State and Community Corrections
20	Eric Taylor	Sheriff	San Benito County

APPENDIX B: Grantee Assurance for Non-Governmental Organizations

The Organized Retail Theft Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)¹ providing services with grant funds. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Organized Retail Theft Grant Program Grant funds (as either a subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the Organized Retail Theft Grant Program grantee;
 - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee subcontractor fiscal agreement;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address within California. (An agent for service of process with a California address is insufficient.)

Completing the NGO Assurance (Following Page)

1. Provide the name of the Applicant Agency (the Grantee),
2. List all contracted parties (if known),
3. Check Yes or No to indicate if each contracted part meets the requirements
4. Sign and Submit to the BSCC

NOTE: If the name of the contracted party is unknown or if there will be no contracted parties. Write N/A in the "Name of Contracted Party" field and sign the document.

¹ For the purposes of this RFP, NGOs include nonprofit and for-profit community-based organizations, faith-based organizations, evaluators (except government institutions such as universities), grant management companies, and any other non-governmental agency or individual.

APPENDIX B: Grantee Assurance for Non-Governmental Organizations

Provide your agency name and in the table list information for all contracted parties.

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

*Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the RFP. The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE X		DATE	



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: January 8, 2024

SUBJECT: General Services – Approval – Res. 24-____, Amending the City’s FY 2023-2024 Position Allocation Plan by adding five (5) Police Officer/Recruit positions and adding one (1) Public Safety Dispatcher position within the Police Department.

ATTACHMENTS: 1. Res. 24-____, Position Allocation Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For Council to approve a resolution amending the City’s FY 2023-2024 Position Allocation Plan by adding five (5) Police Officer/Recruit positions and adding (1) Public Safety Dispatcher position within the Police Department.

EXECUTIVE SUMMARY

Currently, the Police Department is authorized for seventy-eight (78) Police Officer/Recruit positions and eighteen (18) Public Safety Dispatcher positions for FY 2023-2024. The Police Department was recently awarded the Board of State and Community Corrections Grant (BSCC). The grant award was over \$6,000,000 to assist with decreasing theft throughout the City. It is recommended that the City’s Position Allocation Plan be amended to add five (5) Police Officer/Recruit positions and add one (1) Public Safety Dispatcher position within the Police Department to aid with reducing theft. Council approval is required for changes to the Position Allocation Plan. Funding for the additional positions recommended here is contingent on the funding from the BSCC.

BACKGROUND

The Police Department has been awarded the Board of State and Community Corrections (BSCC) Grant. The grant award is over \$6,000,000 paid over a three-year period to assist with rising incidents of retail, vehicle, and vehicle accessory theft.

The Police Department has evaluated the work assignments to assist with decreasing theft throughout the City and the needs within the department and have determined that the addition of five (5) Police Officer/Recruit positions and one (1) Public Safety Dispatcher position will more efficiently support the state-wide effort to decrease the issue with theft in the City. The additional staff will also assist the current needs of the department.

FISCAL IMPACT

The fiscal impact of salary and benefits for this position allocation change for the additional six (6) positions would be approximately \$245,000 for the remainder of FY 2023-2024. These additional positions will be paid for by the BSCC grant.

REASON FOR RECOMMENDATION

The addition of five (5) Police Officer/Recruit positions and the addition of one (1) Public Safety Dispatcher position will provide needed additional support to combat theft in the City. The change must be reflected in the authorized FY 2023-2024 Police Department position allocation. Modification of the Position Allocation Plan requires Council Approval.

ACTIONS FOLLOWING APPROVAL

The position allocation for the Police Department will be modified as noted in Attachment A of Attachment 1.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager *AA*

RESOLUTION 24-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AMENDMENTS TO THE CITY'S FY 2023-2024 POSITION
ALLOCATION PLAN IN THE POLICE DEPARTMENT**

WHEREAS, the FY 2023-2024 Position Allocation Plan in the Police Department was approved as part of the FY 2023-2024 City budget adoption process; and

WHEREAS, a review of the staffing needs of the City indicates that the addition of five (5) Police Officer/Recruit positions and the addition of one (1) Public Safety Dispatcher position is necessary in order to provide the needed capacity to decrease retail, vehicle, and vehicle accessory theft in the City of Clovis; and

WHEREAS, amending the City's adopted FY 2023-2024 Position Allocation Plan requires City Council authorization.

NOW THEREFORE, BE IT RESOLVED by the City of Clovis that the City's FY 2023-2024 Position Allocation Plan shall be amended as noted in Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 8, 2024, by the following vote to wit:

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

DATED: January 8, 2024

Mayor

City Clerk

ATTACHMENT 1

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 2023-2024

DEPARTMENT		NUMBER OF POSITIONS
Police Department		
Add:	Police Officer/Recruit	5.0
Add:	Public Safety Dispatcher	1.0



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: January 8, 2024

SUBJECT: General Services – Approval – Res. 24-____, Authorizing Amendments to the Building Official Classification in the Planning and Development Services Department.

ATTACHMENTS: 1. Resolution 24-____ Classification Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For City Council to approve a resolution authorizing amendments to the Building Official classification in the Planning and Development Services Department.

EXECUTIVE SUMMARY

The classification of Building Official requires updates to the license, certification, education, and experience sections to better align with the required job duties and minimum qualifications for the position. Additionally, minor updates have been made to the physical demands and working conditions section to standardize wording in alignment with similar job descriptions.

BACKGROUND

The analysis conducted on the Building Official classification identified a need for updates in the license, certification, education, and experience sections of the job description. These updates aim to accurately reflect the minimum qualifications required for the position. The analysis revealed that a combination of education and experience, along with a mandatory certification, is necessary to depict the minimum qualifications required for success in the role. The attached update in Attachment A of Attachment 1 includes other minor revisions to the classification. These changes ensure that the job description more accurately represents the current requirements of the Building Official position.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The Building Official classification is recommended for revision in order to update the license, certification, education and experience sections to better suit the department's recruiting needs. The recommended changes to the City's Classification Plan require Council approval.

ACTIONS FOLLOWING APPROVAL

The City's Classification Plan will be updated to include the revised Building Official classification.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager *AH*

RESOLUTION 24-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY’S CLASSIFICATION PLAN FOR THE BUILDING OFFICIAL CLASSIFICATION IN THE PLANNING AND DEVELOPMENT DEPARTMENT

WHEREAS, it has been determined that it is necessary to update the Building Official classification to support the needs of the Planning and Development Department; and

WHEREAS, amendments to the classifications’ license and certification, and education and experience requirements sections are necessary in order to accurately depict the current job requirements and;

WHEREAS, amendments to the ability, physical demands and working conditions sections to standardize wording that aligns with similar job descriptions; and

WHEREAS, modification of the City’s Classification Plan requires authorization by City Council.

NOW THEREFORE, BE IT RESOLVED that the City of Clovis shall modify the City’s Classification Plan to include the revised Building Official specification in Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 8, 2024, by the following vote to wit:

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

DATED: January 8, 2024

Mayor

City Clerk

Attachment 1

City of Clovis BUILDING OFFICIAL

DEFINITION

Under direction, to serve as the City's principal building official, to lead and supervise the Building Inspection Division; to supervise Division staff; to perform complex building inspections; and to perform related work as required.

CLASS CHARACTERISTICS

Positions in this class are responsible for the supervision of the Building Inspection Division. The incumbent is responsible for the supervision of inspectors and support staff. This position is responsible for a high level of contact with contractors and the general public. Positions in this class have considerable independence in selecting work methods from a variety of standard methods and procedures. Instructions given by supervisor generally do not provide all of the information needed to complete the assignment. Incumbents are expected to resolve most problems confronted through the application of judgment and precedent, referring to the supervisor only those which involve the establishment of new procedures, or which involve solutions which are inconsistent with departmental procedures and policies.

Examples of Duties

Organizes and supervises the work of the Building Inspection Division; makes work assignments, sets priority for, trains, and reviews the work of building inspectors, plans examiners, and ~~plan-check-engineers~~ permit technicians; conducts performance evaluations; hires and disciplines subordinate employees; establishes standards of performance for each position supervised; conducts staff meetings; distributes assigned work to subordinate personnel; instructs assigned staff in work methods; checks and corrects work in progress and upon completion; reports to supervisor problems encountered in the assigned work and progress in completing work assignments; performs the more difficult work of building inspection; establishes division procedures and practices; reviews building plans to determine compliance with codes, regulations and ordinances; calculates fees and issues permits; coordinates with other departments and divisions work requiring this attention; provides technical advice to builders and the general public; investigates complaints of code and ordinance violations and other unsafe conditions; conducts field inspections of building projects performing the general duties of a building instructor in situations requiring special knowledge; prepares and administers Division budget; requisitions supplies and equipment; meets with architects and builders to discuss plans; code compliance and changes in plans; prepares forms, written informational materials, reports and correspondence; may attend Council meetings, as require; reviews new building materials; approves utility connections; operates City vehicles; and performs related work as required.

Attachment A

Typical Qualifications

LICENSE AND CERTIFICATON REQUIRED

License:

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

Certification:

- Possession of a Building Official certification from the International Code Council (ICC).

Certification Desirable:

- Completion of a valid Certificate of Registration as a Structural or Civil Engineer issued by the California State Board of Registration for Engineers; ~~certification as a Building Official from the International Conference of Building Officials (ICBO);~~ emphasis in, or experience with, construction code enforcement.

EDUCATION AND EXPERIENCE

Education:

- ~~Completion of a Bachelor's degree from an accredited college or university~~ Graduation from an accredited college or university with a Bachelor's Degree in structural, civil, ~~or~~ architectural engineering, or business administration.
- In addition to required experience, additional experience may be substituted for the required education on a year-for-year basis with thirty semester units equaling one year of experience.

AND

Experience:

- ~~Extensive experience in technical and professional engineering and four years experience in construction inspection of all types of occupancies, with two years increasingly responsible experience in supervision and management, preferably with a governmental agency.~~
- Extensive experience in technical and professional engineering; and
- Minimum of (4) four years' experience in construction inspection of all types of occupancies; and
- Minimum of (2) two years increasingly responsible experience in supervision supervisory or administrative capacity and management, preferably in a municipal or county government ~~with a governmental agency.~~

QUALIFICATIONS

Knowledge of:

- Applicable building codes and state energy laws;
- Building construction methods involving wood, concrete and steel;
- Accepted standards of building materials and craftsmanship
- Mathematics applicable to building construction;
- City ordinance, especially those relative to building, zoning and business;
- Engineering principles necessary to check plans and structural integrity;
- Basic English usage, spelling, grammar, and punctuation;
- General principles of supervision and training;
- Appropriate safety precautions and procedures;

Ability to:

- Plan, organize and supervise the work of the Building Inspection Division
- ~~Read, understand, interpret and apply the Uniform Building, Plumbing, Mechanical and Housing Codes, National Electrical Code, Abatement of Dangerous Building Code, Fire and Safety Standards, municipal ordinances, zoning requirements and other applicable codes and regulations;~~
- Read, understand, interpret, and apply the California Building, Plumbing, Mechanical, Electrical, Residential, Energy and Green Codes; along with the Uniform Housing and Abatement of Dangerous Building Codes, Fire and Safety Standards, municipal ordinances, zoning requirements, and other applicable codes and regulations;
- Read, interpret and work from blueprints and drawings;
- Keep logs, write inspection reports and prepare detailed documentation of inspections, compliance and noncompliance;
- Detect substandard workmanship and materials;
- Plan, organize, schedule and supervise building inspection functions;
- Prepare comprehensive technical and administrative reports;
- Establish procedures and regulations of the Division;
- Inspect all areas and aspects of a construction project;
- Operate a vehicle, observing legal and defensive driving practices;
- Meet, interact and mutually problem solve effectively with public and private officials and the general public;
- Establish record keeping systems;
- Understand and carry out oral and written instructions;
- Establish and maintain effective relationships with those contacted in the course of work.

Supplemental Information**PHYSICAL DEMANDS AND WORKING CONDITIONS****STRENGTH**

- Environment: Job functions are performed in an office, outdoor, and driving environments; regularly exposed to outdoor cold and hot temperatures, and inclement weather conditions; extensive public contact; and moderate to loud noise levels.
- Strength: Light work- lifting, carrying and/or pushing 25 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Vision: Correct to normal.
- Working conditions: Required to attend frequent evening meetings; and is required to travel within and out of the City to attend meetings.
- ~~Incumbent is required to travel within and out of City to attend meetings;~~
- Other: The incumbent in this classification is designated as confidential under the Meyers-Milias Brown Act and is an exempt employee under the Fair Labor Standards Act.



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: January 8, 2024

SUBJECT: General Services - Approval – Res. 24-____, Authorizing Amendments to the City’s Classification and Compensation Plans to Revise the Housing Program Manager Classification with a Salary Range of \$9,381 to \$11,403 per month, and Approval – Res. 24-____, Amending the City’s FY 23-24 Position Allocation Plan.

ATTACHMENTS: 1. Res. 24-____ Classification and Compensation Plan
2. Res. 24-____ Position Allocation Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For City Council to approve a resolution authorizing amendments to the City’s Classification and Compensation Plans by revising the Housing Program Manager Classification with a Salary Range of \$9,381 to \$11,403 per month and approve a resolution amending the City’s FY 23-24 Position Allocation Plan by deleting one (1) Housing Supervisor position and adding one (1) Housing Program Manager position in the Administration Department.

EXECUTIVE SUMMARY

The incumbent Management Analyst has been assigned significant additional duties and responsibilities that extend beyond the current classification's scope. Consequently, reclassifying the position to Housing Program Manager is deemed appropriate. During the budget process, the Administration Department converted the Management Analyst role to a Housing Supervisor classification. Presently, the Administration Department is authorized for one (1) Housing Supervisor position. It is recommended that the City’s Position Allocation Plan be amended to include one (1) Housing Program Manager position and eliminate one (1) Housing Supervisor position in the Administration Department. Council approval is required for changes to the Classification, Compensation and Position Allocation Plans.

BACKGROUND

Personnel have recently evaluated the responsibilities and work performed by the Management Analyst in the Administration Department as part of a classification review. The nature and scope of duties currently performed by the Management Analyst incumbent are at a depth and breadth greater than the current classification encompasses. This reflects evolutions within the Department associated with City growth, the incumbent's expanded skill set, and the level of work necessary to effectively coordinate projects and programs.

The incumbent is now performing duties more in line with an existing Housing Program Manager classification that includes overseeing the grant management of the City's affordable housing programs. The Housing Program Manager classification needs revision since the last update was in 2009. The recommended salary range would be \$9,381 to \$11,403.

The incumbent receives administrative direction from executive staff and performs a wide variety of activities in the administration of housing and community development programs and projects, including those funded by federal, state, and local financing, such as Community Development Block Grant and HCD funds, for the improvement of neighborhoods and the affirmation of furthering fair housing.

FISCAL IMPACT

The fiscal impact of salary and benefits for the remainder of FY 23-24 is approximately an additional \$2,800. There are adequate funds in the Administration Department budget to cover the costs of this position for this fiscal year.

REASON FOR RECOMMENDATION

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

ACTIONS FOLLOWING APPROVAL

The position allocation for the Administration Department will be modified as noted in Attachment 2. The position vacancy will be filled through the reclassification of the Management Analyst.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager *LS*

RESOLUTION 24-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS BY ADOPTING A HOUSING PROGRAM MANAGER CLASSIFICATION IN THE ADMINISTRATION DEPARTMENT

WHEREAS, it has been determined that the City has a need to revise the Housing Program Manager classification to provide the necessary support to the Administration Department; and

WHEREAS, it has been determined that the appropriate salary range for the Housing Program Manager is \$9,381 to \$11,403 per month; and

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

NOW THEREFORE, BE IT RESOLVED, that the City of Clovis will modify the City's Classification and Compensation Plans to include the Housing Program Manager classification (Attachment A) with a monthly salary range of \$9,381 to \$11,403.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 8, 2024, by the following vote to wit:

- AYES:
NOES:
ABSENT:
ABSTAIN:

Dated: January 8, 2024

Mayor

City Clerk

City of Clovis
HOUSING PROGRAM MANAGER
Monthly Salary Range: \$9,381 to \$11,403

DEFINITION

Under administrative direction, performs a wide variety of activities in the administration of housing and ~~redevelopment~~ ~~community development~~ programs and projects that include: those funded by federal, state and local financing such as Community Development Block Grant and HCD funds, for the improvement of neighborhoods ~~elimination of blight~~; affirmatively furthering fair housing; improvements to public facilities and creation and creation and expansion of housing opportunities; ~~and~~ the preservation and improvement of properties ~~and improvement of land use~~; administering the City's efforts in the prevention and alleviation of homelessness; and fulfilling and monitoring the Citywide housing goals as identified in the City's Housing Element; and to perform related work as required.

CLASS CHARACTERISTICS

This classification performs difficult and complex assignments involving creation, development, and implementation of ~~programs and specific~~ projects in support of established objectives. The incumbent exercises direct supervision of technical and clerical staff in the development of programs, setting priorities, making assignments, training and reviewing the work of subordinates. The incumbent acts with a high degree of independence of action in the assigned areas of responsibility. Direction received consists of the assignment of the responsibility to attain objectives according to policy guidelines. Methods and procedures are expected to be developed to resolve problems encountered. Except where a deviation in policy or procedure is involved, most work is not reviewed directly by the supervisor and when work is reviewed, the review is directed towards final outcome and results. The incumbent reports to and receives general direction from the ~~Economic Development, Housing and Communications~~ ~~Community and Economic Development~~ Director.

EXAMPLES OF DUTIES

Plan, develop, coordinate, and administer residential and community development ~~redevelopment~~ projects. Coordinate land acquisition and relocation policies and procedures for compliance with ~~federal and~~ state guidelines as well as other policies and procedures required to implement housing ~~neighborhood~~ revitalization ~~and redevelopment~~ programs. ~~Manage relocation operations in the event of resident displacement due to redevelopment projects.~~ Participate in the ~~preparation of RFP's~~, selection and supervision of consultants engaged to perform a variety of professional work related to housing ~~and community development~~ activities. Supervise negotiations related to the purchase of real estate. Develop and arrange financing for housing projects. Supervise, train, and evaluate technical and clerical subordinates. Research complex housing problems; oversee the preparation of a variety of site plan designs, reports, recommendations, and memoranda. Review and make recommendations on technical reports and studies. Implement and monitor the City's grant programs under the Federal Community Development Block Grant (CDBG), HOME and as well as State Funded other grant programs such as Permanent Local Housing Allocation (PLHA), CalHome and Housing Trust Fund programs; CIP projects funded by

ATTACHMENT A

CDBG funds; conduct research, write and package grant proposals; assist in the development and implementation of program monitoring and evaluation of policies and procedures; prepare administrative reports for current and future grant-funded programs. Ensures compliance with ~~redevelopment plans~~, state, and federal laws **and various grant program requirements**; prepares and monitors budgets; prepares contracts; makes recommendations for consideration to City Council and **Citizens Advisory Committee**; ~~Clovis Community Development Agency (CCDA) board and committees provides project management of City and CCDA assets including income-generating properties and properties to be disposed of~~; represents the City ~~and CCDA~~ to other agencies and to the public. **Actively participate as a Director on the Fresno Madera Continuum of Care and represent the City in actions taken with this committee. Manage the Housing and Community Development responsibilities as identified in the most current City of Clovis Housing Element. Manage the City's housing loan portfolio. Manage and administer the City's Mobile Home Rental Ordinance, and other Committees such as specific Homeowners Association.** Assist in coordinating housing activities with other City departments, outside agencies, and developers. Represent the City ~~and CCDA~~ at public meetings and citizen committees. Assist in preparing and administering the department ~~and agency operating~~ budget. **Research and advise on new legislation, regulations, and redevelopment trends within the local and statewide area.** Meet with and advise developers and community groups regarding housing programs and projects; explain housing policies, practices, and regulations. Make recommendations in the form of housing policies, plans, and programs. Assist in the planning, developing, coordinating, and administering of ~~redevelopment~~ housing and community development projects. Perform related duties as assigned.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

- Possession of a valid California driver's license **and a good driving record.**

EDUCATION AND EXPERIENCE

~~Any combination of experience and education equivalent to:~~

Education:

- Bachelor's Degree from an accredited college or university in business, public administration, or a closely related field.
- A Master's Degree is desirable.

AND

Experience:

- Four years of responsible experience in the administration of a local government Community Development Block Grant, housing and/or rehabilitation programs, including some experience in a supervisory capacity.

QUALIFICATIONS

Knowledge of:

- Principles, practices, and procedures as specified in California housing ~~and redevelopment~~ law, i.e., ~~redevelopment plan adoptions~~, property acquisition,

relocation, affordable housing, community development, and community rehabilitation;

- Techniques used in the operation of redevelopment affordable housing, community development, neighborhood revitalization, and housing rehabilitation programs;
- Federal, state, and local laws, rules, and regulations related to housing and redevelopment agencies and programs; grant-funded programs and grant administration;
- Federal and state-funded housing and development programs such as Community Development Block Grant programs;
- Budget preparation, budget administration and management;
- Development and professional services contracting, bidding procedures, and contract administration;
- Supervision, training and personnel administration;
- Principles and practice of public relations;
- Basic statistical methods used for management analysis.

Ability to:

- Understand and apply existing federal and state laws and regulations regarding real estate and property management, relocation, and affordable housing, and redevelopment.
- Establish and maintain effective working relationships with the public, including program clients, developers, and City staff.
- Determine appropriate methods to provide construction and rehabilitation programs most efficiently and effectively.
- Prepare and analyze comprehensive development and rehabilitation studies, reports, memoranda, applications, and other documents; make public presentations.
- Supervise, train, and evaluate professional and technical staff.
- Understand and interpret complex fiscal and program policy matters related to the CDBG Program and other federal and state funding sources.
- Gather, analyze and present information in a written report and make oral presentations of these reports to others.
- Produce excellent oral and written communications, including the ability to communicate effectively with varied groups and members of the public.
- Possess initiative and creativity and to work independently and as part of a team.
- Make clear and concise oral presentations.
- Perform administrative detail work.
- Produce very detailed, complex and precise work.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

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

RESOLUTION 24-__

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

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

WHEREAS, a review of the staffing needs for the Administration Department indicates that the addition of one (1) Housing Program Manager position and the removal of one (1) Housing Supervisor position is necessary in order to provide the support needed for the Administration Department; and

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

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

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 8, 2024, by the following vote, to wit.

- AYES:
NOES:
ABSENT:
ABSTAIN:
DATED:

Mayor

City Clerk

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 23-24

DEPARTMENT		NUMBER OF POSITIONS
Administration Department		
Add:	Housing Program Manager	1.0
Delete:	Housing Supervisor	1.0



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: January 8, 2024

SUBJECT: General Services – Approval – Res. 24-____, Amending the City's FY 2023-2024 Position Allocation Plan by adding one (1) Fire Inspector II position within the Fire Department.

ATTACHMENTS: 1. Res. 24-____, Position Allocation Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For Council to approve a resolution amending the City's FY 2023-2024 Position Allocation Plan by adding one (1) Fire Inspector II position within the Fire Department.

EXECUTIVE SUMMARY

Currently, the Fire Department is not authorized for a Fire Inspector II position for fiscal year 2023-2024. It is recommended that the City's Position Allocation Plan be amended by adding one (1) Fire Inspector II position within the Fire Department to perform the complex inspection duties and provide additional support to the Fire Prevention Division. This is an overfill position to hire and train someone in order to replace our current Fire and Life Safety Specialist, who will be retiring in Spring of 2026. Council approval is required for changes to the Position Allocation Plan.

BACKGROUND

Within the Fire Department's Community Risk Reduction Bureau, the Prevention Division plays a crucial role in supporting our commercial stakeholders. This support encompasses new construction analysis, tenant improvement reviews, ensuring emergency services access, evaluating fire protection system design and installation, and conducting recurring business inspections. The current staffing of the bureau consists of three (3) personnel, and a comprehensive assessment has been conducted to align work assignments with community needs and long-term goals, ensuring optimal service delivery to our constituents. In anticipation

of the retirement of two existing staff members within the next three years, the bureau has recognized the need for strategic planning to address today's demands, future community growth, and the essential time required for personnel training. To meet these challenges, it has been determined that adding one (1) Fire Inspector II position will not only efficiently support the current demands of the Fire Prevention Division but will also facilitate succession planning within the division to replace our Life and Safety Specialist. Our current Life and Fire Safety Specialist Rick Fultz will be retiring in Spring of 2026, and we do not have anyone in the department qualified to replace him. It has been determined that it will take a minimum of two years to effectively train a new person with the right qualifications to become our next Life and Fire Safety Specialist. Adding this position now will allow for the recruitment and have someone in the position by March or April of 2024, giving us the two years necessary to provide the required training. This is a key position for the fire chief, who depends on the Life and Fire Safety Specialist's expertise with the enforcement of the fire code, and working with our Planning and Development Services Department and the development community to ensure our City is safe. This is an overfill position and it will be eliminated after the retirement of our current Life and Fire Safety Specialist in the Spring of 2026.

The proposed position is designed to manage the existing workload, which includes inspecting over 2,800 occupancies. Simultaneously, the new hire will undergo training alongside other staff members with the potential to be promoted into the Fire and Life Safety Specialist position. This role serves as the primary contact for local developers, architects, and engineers throughout the life cycle of a project. Additionally, the Fire Inspector II position will actively contribute to improved life safety inspections and corrections in high-risk areas, such as the Barstow corridor and other identified non-compliance hot spots by business type or within specific geographic areas.

From a long-term perspective, the fiscal impact is anticipated to be mitigated, considering reduced retirement and roll-up costs associated with the civilian nature of the position. The Fire Inspector II will report to the Special Projects/Life Safety Enforcement Manager and be supported by the Fire and Life Safety Specialist. Implementing this desired position allocation change will necessitate modifications to the City's Position Allocation Plan, requiring approval from the City Council.

FISCAL IMPACT

The fiscal impact for the remainder of FY 2023-2024 for salary and benefits for this conversion would be approximately \$29,000. There are adequate funds in the Fire Department budget to cover the costs of the position.

REASON FOR RECOMMENDATION

Adding one (1) Fire Inspector II position will provide the needed support for the Fire Prevention Division and allow time to train personnel to fill a future retirement in the Fire Prevention Division. The change must be reflected in the authorized FY 2023-2024 Fire Department position allocation. Modification of the Position Allocation Plan requires Council Approval.

ACTIONS FOLLOWING APPROVAL

The position allocation for the Fire Department will be modified as noted in Attachment A of Attachment 1. The position vacancy will be filled through a recruitment.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager *AS*

RESOLUTION 24-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY’S FY 2023-2024 POSITION ALLOCATION PLAN IN THE FIRE DEPARTMENT

WHEREAS, the FY 2023-2024 Position Allocation Plan in the Fire Department was approved as part of the FY 2023-2024 City budget adoption process; and

WHEREAS, a review of the staffing needs of the City indicates that the addition of one (1) Fire Inspector II position is necessary in order to provide the needed capacity to cover the fire inspection needs within the Fire Department; and

WHEREAS, amending the City’s adopted FY 2023-2024 Position Allocation Plan requires City Council authorization.

NOW THEREFORE, BE IT RESOLVED by the City of Clovis that the City’s FY 2023-2024 Position Allocation Plan shall be amended as noted in Attachment A.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 8, 2024, by the following vote to wit:

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

DATED: January 8, 2024

Mayor

City Clerk

ATTACHMENT 1

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 2023-2024

DEPARTMENT		NUMBER OF POSITIONS
Fire Department		
Add:	Fire Inspector II	1.0



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: January 8, 2024

SUBJECT: General Services – Approval – Res. 24-____, Authorizing Amendments to the City’s Classification Plan by Revising the Deputy City Engineer Classification in the Planning and Development Services Department.

ATTACHMENTS: 1. Res. 24-____ Classification Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For City Council to approve a resolution authorizing amendments to the City’s Classification Plan by revising the Deputy City Engineer classification in the Planning and Development Services Department.

EXECUTIVE SUMMARY

It is necessary to revise the Deputy City Engineer classification to update the definition, examples of duties, and qualifications sections, along with making other changes to the entire classification. The modification of the City’s Classification Plan requires approval from the City Council.

BACKGROUND

An analysis was conducted on the Deputy City Engineer classification in anticipation of an upcoming recruitment. The analysis revealed the need for updates in the classification definition, examples of duties, and qualifications sections to accurately depict the duties and minimum qualifications necessary for success in the position. The position was last filled in 2008, and the classification requires significant updates.

The definition section requires refinement to better describe the responsibilities of the position. Similarly, the examples of duties and qualifications sections need revisions to reflect the current duties of the role more accurately. Additionally, the license section has been updated to specify

the issuing authority for the required valid Civil Engineer license. These updates ensure that the classification aligns more closely with the current needs of the department and will contribute to a successful recruitment. The revised classification details are provided in Attachment A of Attachment 1.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

The Deputy City Engineer classification is recommended for revision in order to update the definition, examples of duties, and qualifications sections to better suit the department's recruitment needs. The recommended changes to the City's Classification Plan require Council approval.

ACTIONS FOLLOWING APPROVAL

The City's Classification Plan will be updated to include the revised Deputy City Engineer classification.

Prepared by: Lori Shively, Deputy General Services Director

Reviewed by: City Manager *JS*

RESOLUTION 24-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING AMENDMENTS TO THE CITY’S CLASSIFICATION PLAN FOR THE DEPUTY CITY ENGINEER CLASSIFICATION IN THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

WHEREAS, it has been determined that amendments to the classification, and updates to the definition, examples of duties, and qualifications sections of the Deputy City Engineer classification are necessary to accurately depict the duties and qualifications in order to recruit for this position; and

WHEREAS, modification of the City’s Classification Plan requires authorization by the City Council.

NOW THEREFORE, BE IT RESOLVED, that the City of Clovis will modify the City’s Classification Plan to include the Deputy City Engineer classification (**Attachment A**).

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on January 8, 2024, by the following vote to wit:

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

Dated: January 8, 2024

Mayor

City Clerk

City of Clovis DEPUTY CITY ENGINEER

DEFINITION

Under ~~general~~ direction, ~~plans, organizes and directs assigned operations of the Engineering Division~~ of the City Engineer and/or the Director of Planning and Development Services direct, manage, coordinate, and supervise the Engineering Division ~~and general office staff~~ supervisory, professional, technical, and support staff in the planning, design, and construction of public works improvements and the coordination and administration of contracts; ~~advises the City Engineer and the Director of Planning and Development Services regarding engineering, construction management, and capital improvement activities; performs the most complex professional engineering work of the Division~~ oversee and plan long range public works project needs; coordinate assigned activities with other City departments, divisions, and outside agencies; provide highly responsible and complex administrative support to the City Engineer and/or the Director of Planning and Development Services; assist in the preparation of the department budget and Capital Improvement Programs (CIP); ~~as assigned, acts as the City Engineer in the absence of the City Engineer with no additional compensation and performs related duties.~~ and performs related work as required.

CLASS CHARACTERISTICS

This ~~single class~~ position is a managerial level class in the professional engineering series. The incumbent is responsible to the City Engineer ~~and the Planning and Development Services Director~~ for advice and consultation on engineering matters and for the efficient operation of the division comprised of engineering, administration, ~~special projects,~~ development review ~~unit,~~ ~~traffic,~~ construction management, and capital improvement projects, ~~The Deputy City Engineer functions and serves~~ as the ~~acting~~ City Engineer in ~~the their~~ absence ~~of the City Engineer~~. The Deputy City Engineer exercises supervision over others and is responsible to ~~making~~ assignments, ~~setting~~ priorities, ~~training~~, and ~~reviewing~~ work, ~~The incumbent is responsible for~~ ~~preparing~~ performance evaluations, ~~processing~~ employee grievances, ~~recommending~~ employment, and ~~for taking and~~ ~~to effectively~~ ~~recommending~~ and ~~administer~~ disciplinary action. ~~This positions in this class~~ acts with a high degree of independence of action in the assigned area of responsibility. Direction received consists of the assignment of the responsibility to attain objectives according to policy guidelines, department, and city objectives. ~~Incumbents are~~ This position is responsible for setting ~~division vision~~ future visionary direction for the Engineering Division, ~~addressing and responding to challenges,~~ and industry trends. The incumbents ~~are~~ is expected to ~~establish work programs and deliverables and~~ develop methods and procedures and solve problems encountered. Except where a deviation in policy is involved, most work is not reviewed directly by a supervisor, and when work is reviewed, the review is directed toward final outcomes and results.

ATTACHMENT A

EXAMPLES OF DUTIES

~~Plans, organizes, and controls the activities of the Engineering Division under the direction of the City Engineer;~~ Represent the Engineering Division and the Planning and Development Services Department to maintain a liaison with appropriate county, state, and federal agencies and community stakeholders as assigned; may perform the administrative, policy, and technical duties of the City Engineer and/or the Director of Planning and Development Services; coordinate with **the** field operations **division** to implement projects and programs and coordinate with the Public Utilities Engineer as needed; manage, direct, coordinate, and supervise the daily operations of the Engineering Division and oversee the City Surveyor, traffic functions, **oversee** and the Development Impact Fee program including periodic updates; delegate specific projects and tasks to the engineering staff and assist in the preparation of the budget and the Capital Improvement Program (CIP); **participates** in evaluating the need for and **helps** assist with the development of plans and schedules for long-range public works programs; ~~compiles estimates, contract provisions and specifications;~~ prepare and review engineering plans and specifications for the construction of streets, sewers, storm drains, structures, water distribution facilities, and street lighting and traffic control facilities; responsible for administration of construction and professional services contracts, preparing plan layouts, details, and drawings; prepare engineering calculations, monitor, and evaluate the efficiency and effectiveness of service delivery methods and procedures; prepare and present staff reports and other necessary correspondence; meet with private developers and engineers to review private developments and related public works improvements for conformance ~~to~~ with City standards and policies, ~~resolve any problems~~ responsible for resolving conflicts and complications related to these developments, and ensure compliance with appropriate laws and guidelines; negotiates agreements with developers, engineers, property owners, contractors, and other agencies for rights-of-way, easements, and financial participation; ~~confers with Division and Department staff, other departments, and various public groups on proposed projects and improvements; confers with subordinates on the construction of new public works facilities; confers and negotiates with private engineering firms and developers; provides direction on problems of design, materials and processes proposed in connection with new construction or major repairs; prepares ordinances for Council consideration;~~ approve engineering plans and specifications, oversee special assessment districts, and prepare cost estimates; supervise and direct **lower-level** the Engineering **personnel** professional, **and general-office** technical, and support staff in operation of all phases of Engineering Division responsibilities; secure grants, make oral presentations to business and community groups, City Commissions, and City Council; **participates** in the selection of new employees; ~~recommends approval of subdivision maps; recommends approval of improvement plans for private development and capital improvement projects; directs traffic studies and recommends improvement of traffic control devices; represents the City in relations with other governmental agencies; conducts and assigns field inspections; participates in the development and administration of the Division budget, and the City capital improvement program budget;~~ prepares and conducts performance evaluations; ~~explains policies, procedures and objectives of the division to staff by written directive and by oral communications; conducts staff and public information meetings; and~~ performs related **duties** work as **assigned** required.

TYPICAL QUALIFICATIONS

LICENSE REQUIRED

- Possession of a valid ~~appropriate~~ California Driver's License and a good driving record;
- ~~Possession of registration as a Civil Engineer with the State of California~~
- Possession of a valid Civil Engineer license issued by the State of California Department of Consumer Affairs Board for Professional Engineers, Land Surveyors, and Geologists.

TRAINING AND EXPERIENCE

~~Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:~~

~~Five years of increasingly responsible professional civil engineering and administrative experience, with at least three years in a supervisory or administrative capacity in municipal or county government and graduation from an accredited college or university with major work in civil engineering or a closely related field. A Master's Degree is desirable.~~

EDUCATION AND EXPERIENCE

~~Any combination equivalent to a Bachelor of Science Degree in Civil Engineering or related field and five (5) years of increasingly responsible professional civil engineering and administrative experience in the design and construction of Public Works projects including three (3) years of supervisory experience.~~

Education:

- Graduation from an accredited college or university with a Bachelor's Degree in Civil Engineering or a closely related field.

Experience:

- A minimum of five (5) years of increasingly responsible professional civil engineering and administrative experience in the design and construction of Public Works projects, with at least two (2) years in a supervisory capacity in a municipal or county government.

QUALIFICATIONS

Knowledge of:

- Organization and management practices as applied to the analysis and evaluation of programs, policies, and operational needs;
- Municipal public works planning, design, and construction;
- Principles and practices of civil and structural engineering;
- Procedures and construction methods in public works projects;
- Municipal budget and capital improvement preparation and administration;
- Principles ~~Principals~~ of supervision, ~~and~~ training, and performance evaluation;
- ~~Principles of budgeting and financial management;~~
- ~~Engineering principles and practices as applied to the field of municipal government;~~
- Pertinent federal, state, and local laws, codes, and regulations ~~relating to municipal works and engineering;~~
- Technical, legal, financial, and public relations problems involved in the conduct of municipal engineering programs;
- ~~Methods of preparing designs, plans, specifications, estimates, reports and recommendations relating to proposed municipal and public works facilities;~~
- Knowledge of traffic engineering;

- General planning principles;
- Appropriate safety precautions and procedures.

Ability to:

- Prepare comprehensive and complex technical reports;
- Read, understand, and apply highly complex materials;
- Formulate and administer the division and Capital Improvement Program (CIP) budget;
- ~~Help~~ Assist to formulate and carry out City and department policy;
- Manage, direct, and coordinate the work of supervisory, professional, technical, and support staff ~~personnel~~;
- Select, supervise, train, and evaluate staff;
- Analyze problems and identify alternative solutions;
- Interpret and apply federal, state, local policies, procedures, laws, and regulations;
- Communicate clearly, concisely, both orally and in writing;
- Assist in the preparation of the department budget;
- Prepare contract documents, plans, ~~and~~ specifications, and engineering estimates;
- Supervise construction and professional services contracts;
- Establish and maintain effective working relationships with ~~subordinates, public groups and organizations, City officials and private and governmental agencies~~ those contacted in the course of work including a variety of City and governmental officials, community groups, and the general public;
- ~~Understand pertinent procedures and functions quickly;~~
- ~~Establish and maintain effective relationships with those contacted in the course of work.~~
- Operate a vehicle observing legal and defensive driving practices.

SUPPLEMENTAL INFORMATION

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Environment: Job functions are performed in an office, outdoor, and driving environments; regularly exposed to outdoor cold and hot temperatures, and inclement weather conditions; extensive public contact; and moderate to loud noise levels.
- Strength: Medium work-lifting, carrying and/or pushing 25 pounds with frequent lifting and/or carrying of objects weighing up to 50 pounds.
- Vision: Corrected to normal.
- Working conditions: ~~The~~ Work is primarily sedentary; ~~Incumbent is~~ required to attend frequent periodic evening meetings; and is required to travel within and out of the City to attend meetings.
- Other: The incumbent in this classification is designated as confidential under the Meyers-Millais Brown Act and is an exempt employee under the Fair Labor Standards Act.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: January 8, 2024

SUBJECT: Planning and Development Services – Approval – Final Acceptance for CIP 19-11 Bullard Avenue Rehabilitation.

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For the City Council to accept the work performed as complete and authorize the recording of the notice of completion for this project.

EXECUTIVE SUMMARY

The project consisted of street rehabilitation along existing Bullard Avenue from Armstrong to Temperance Avenues. The work included grinding/cold planning, full depth removal of AC pavement and replacing in areas of severe structural failure, paving, adjusting utility boxes and manhole lids to grade, constructing ADA curb ramp improvements, installing detector loops and striping to match the existing.

BACKGROUND

Bids were received on May 09, 2023, and the project was awarded by the City Council to the low bidder, Dave Christian Construction Co., on June 05, 2023. The project was completed in accordance with the construction documents and the contractor has submitted a request for acceptance of the project.

FISCAL IMPACT

1.	Award	\$761,162.25
2.	Cost increases/decreases resulting from differences between estimated quantities used for award and actual quantities installed.	\$10,592.56
3.	Contract Change Orders CCO No. 1 through No. 7.	<u>\$41,540.53</u>
	Final Contract Cost	<u>\$813,295.34</u>

This project is supported by federal funding with the Surface Transportation Block Grant through the City Community Investment Program.

REASON FOR RECOMMENDATION

The Public Utilities Department, the City Engineer, the Engineering Inspector, and the Project Engineer agree that the work performed by the contractor is in accordance with the project plans and specifications and has been deemed acceptable. The contractor, Dave Christian Construction Co., has requested final acceptance from the City Council.

ACTIONS FOLLOWING APPROVAL

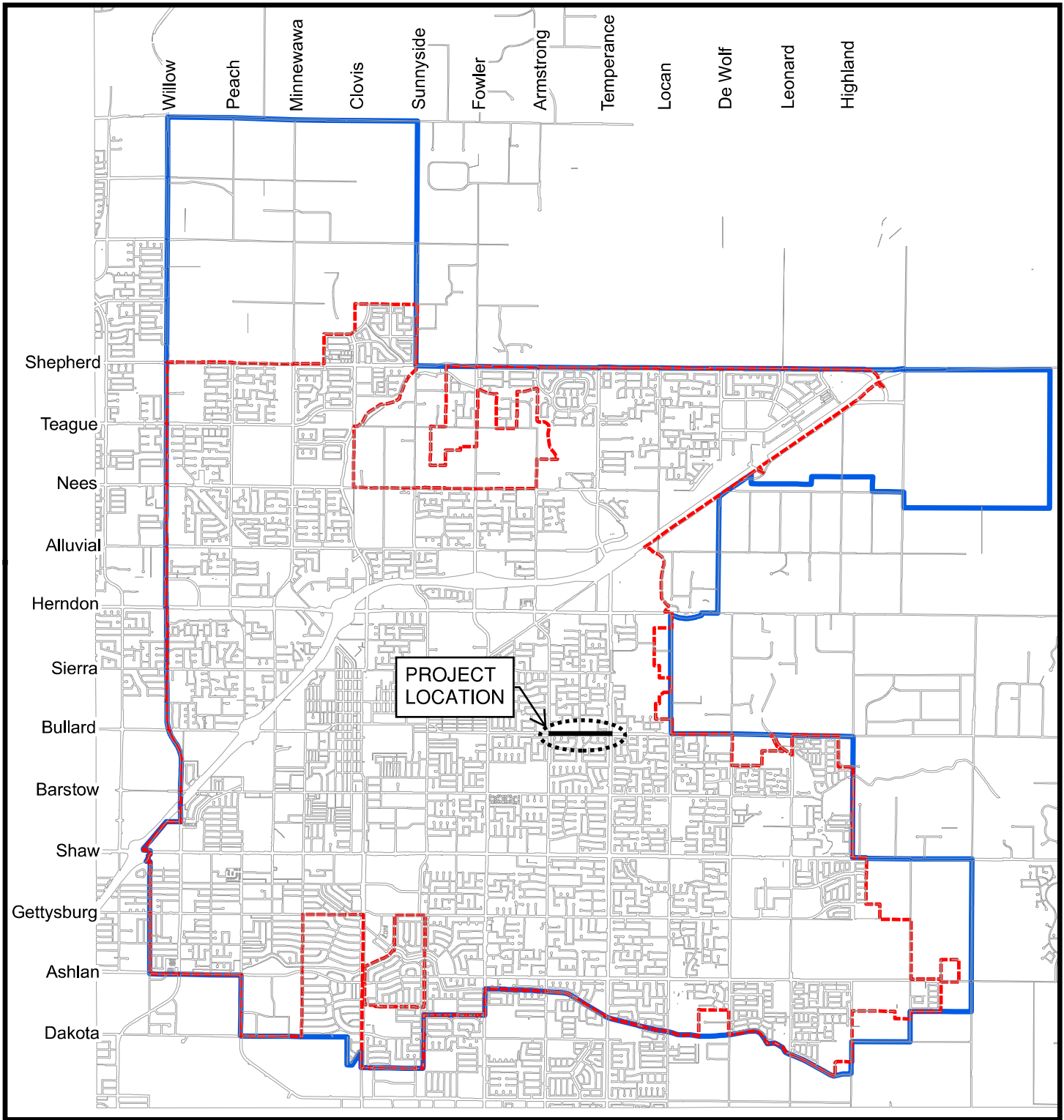
1. The Notice of Completion will be recorded; and
2. All retention funds will be released pursuant to Federal requirements and the Prompt Payment of Funds Withheld to Subcontractors clause of the Local Assistance Procedures Manual.

Prepared by: Rami Abunamous, Engineering Inspector

Reviewed by: City Manager *JA*

VICINITY MAP

CIP 19-11 Bullard Avenue Rehabilitation



Attachment 1





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: January 8, 2024

SUBJECT: Planning and Development Services - Approval - Authorizing the City Manager or designee to execute a real property purchase agreement and associated documentation as follows: a. for approximately 3.3 acres located on Sunnyside Avenue, north of Shepherd Avenue (Partial acquisition of APN 556-040-23). Patrick Vincent Ricchiuti, as Trustee of the Patrick Vincent Ricchiuti Family Trust and Frances Ricchiuti, Successor Trustee of the Pat and Frances Ricchiuti Charitable Trust, Owner; and b. for approximately 1.7 acres located south of Behymer Avenue, east of Willow Avenue (Partial acquisition of APN 556-010-39). P.R. Farms, Incorporated, Owner.)

ATTACHMENTS: 1. Location and Vicinity Map
2. Land Use Designations
3. Purchase Agreement for Water Storage Reservoir Site 9
4. Purchase Agreement for Water Storage Reservoir Site 10

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

For the City Council to authorize the City Manager or designee to execute two real property purchase agreements and associated documentation for approximately 3.3 acres located on Sunnyside Avenue, north of Shepherd Avenue and for approximately 1.7 acres located south of Behymer Avenue, east of Willow Avenue.

EXECUTIVE SUMMARY

Approval of this request would allow the City Manager or designee to sign the agreements and execute the purchase of 3.3 acres of property located east of Sunnyside Avenue, between Behymer Avenue and Shepherd Avenue tentatively known as Water Storage Reservoir Site 9 (Site 9) and 1.7 acres of property located west of Willow Avenue, between Behymer Avenue and Shepherd Avenue tentatively known as Water Storage Reservoir Site 10 (Site 10). These sites

would be utilized for the development of water storage tanks and a well site. The acquisition is budgeted in the City of Clovis 2023-24 budget.

BACKGROUND

The City is in need of acquiring two sites for the future water storage tanks and a well site consistent with the City's Water Master Plan (Attachment 1 and 2). These facilities will support future development in the Heritage Grove area. The general location of these two sites were identified in the Water Master Plan and the specific sites were chosen based on the infrastructure location needs. The absence of these proposed water tanks would eventually prevent future development in this area.

Initial offers were made for the properties based on appraisals prepared by James G. Palmer Appraisals, Inc. in April of 2023. Since then, staff has been in back-and-forth negotiations with the property owners and their attorney. The tentative purchase prices agreed to, subject to City Council approval, are \$932,400 for Site 9 and \$508,200 for Site 10. It is staff's opinion that these purchase prices are reasonable based on comparable properties in the area and the need to move forward in a timely manner to construct the needed water infrastructure projects. Delays in the construction of the needed water infrastructure projects will eventually affect development in the Heritage Grove area.

Purchase agreements have been signed by the seller and are attached as Attachment 3 and 4. Execution of the proposed agreements will allow the City to open an escrow account and complete the property purchase transaction.

FISCAL IMPACT

The total estimated cost to acquire both sites is \$1,440,600. Funds for the acquisitions have been budgeted in the City's 2023-24 budget and will be allocated from the Water Capital Projects- Developer account.

REASON FOR RECOMMENDATION

Acquisition of the properties would secure the sites needed for the development of water delivery infrastructure.

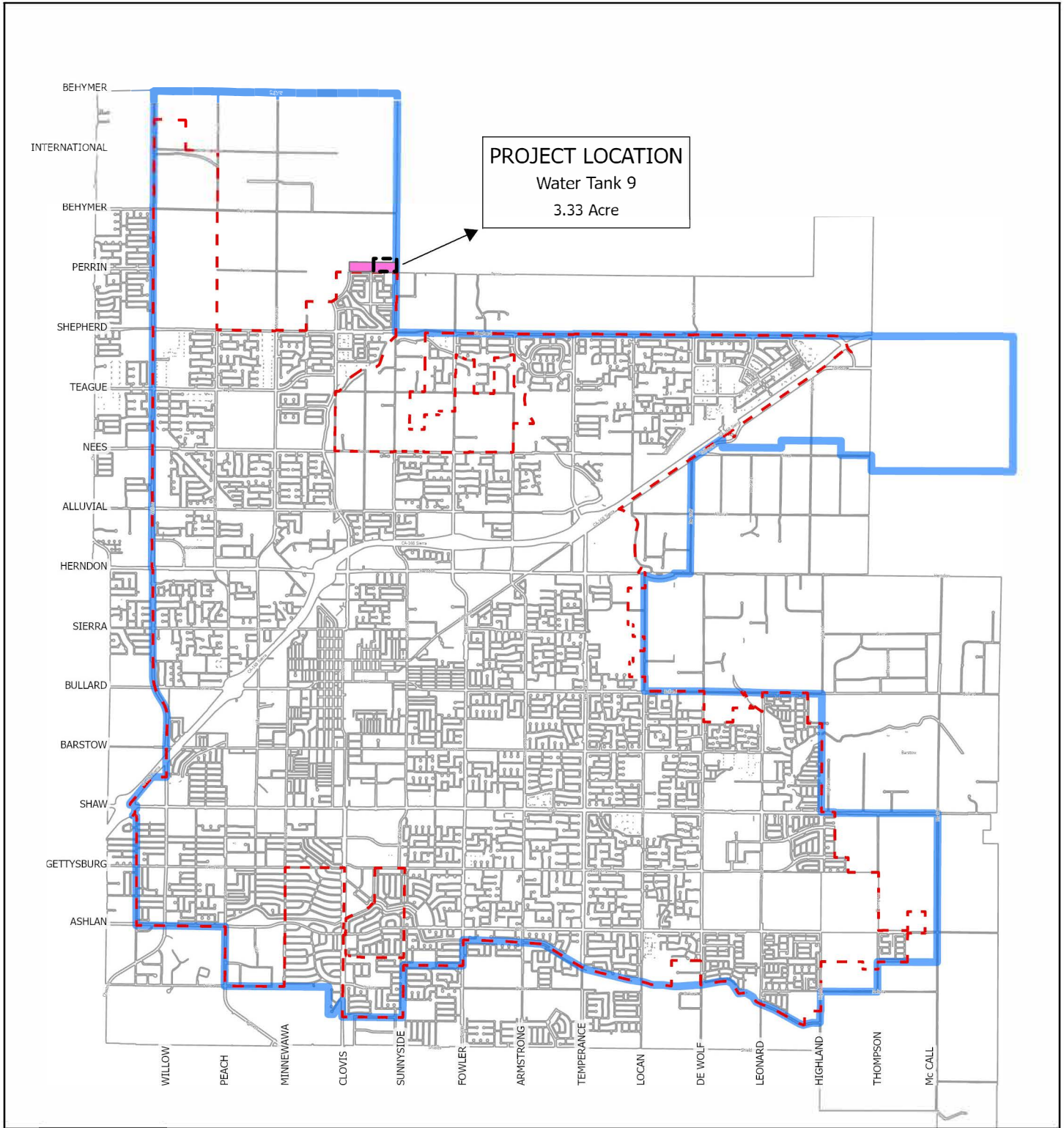
ACTIONS FOLLOWING APPROVAL

1. Staff will execute the agreements and finalize the acquisition of the properties.
2. Staff will continue to work towards the development of the water reservoir sites and municipal well consistent with the City's Water Master Plan.

Prepared by: Ryan C. Burnett, AICP, Engineering Program Manager and Jomar Rushdan, Management Analyst

Reviewed by: City Manager *JH*

Location and Vicinity Map

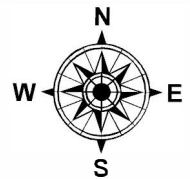


Attachment 1

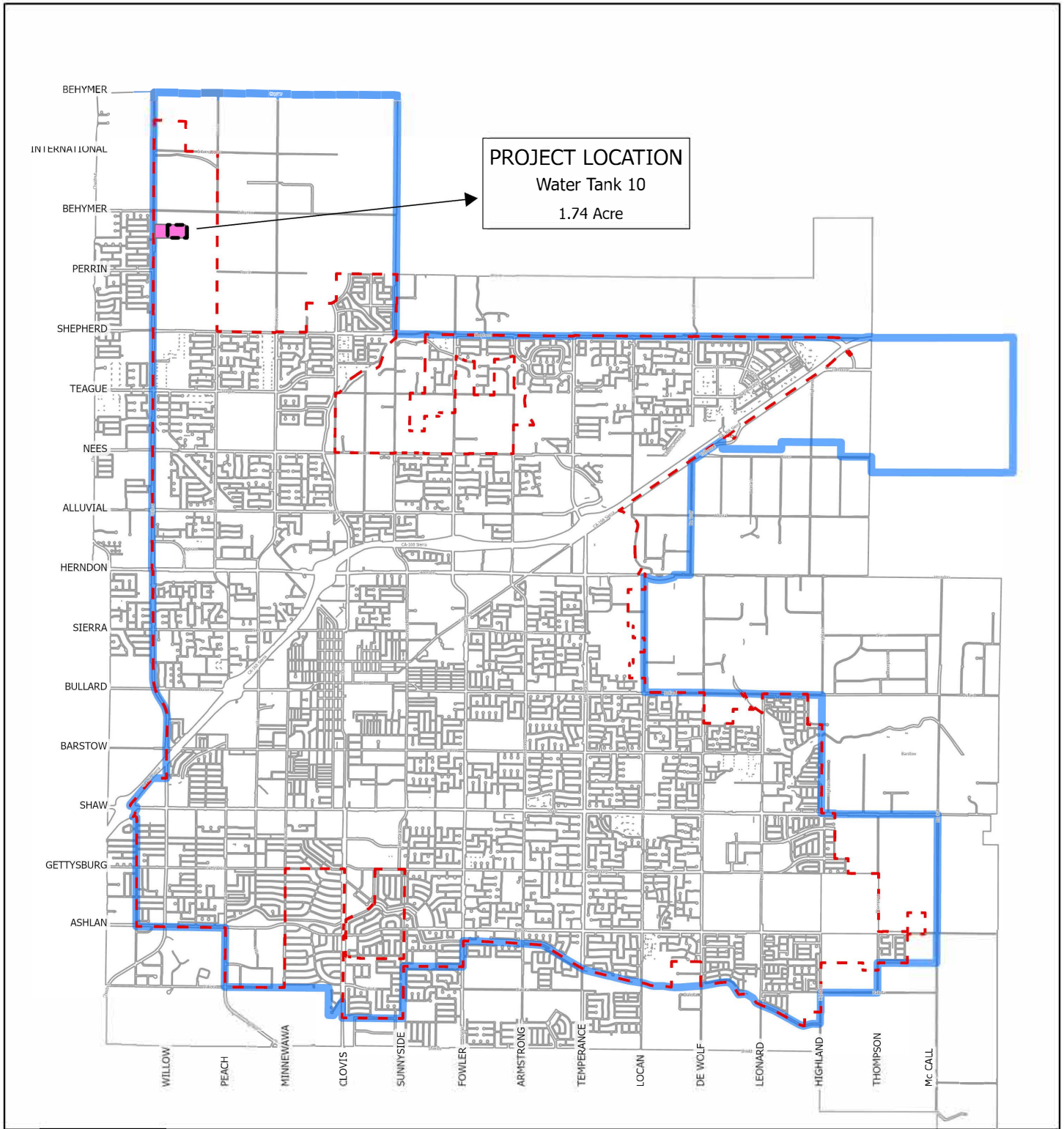


APN Parcel: 556-040-023S

CITY LIMITS SPHERE OF INFLUENCE



Location and Vicinity Map

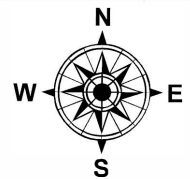


Attachment 1



 APN Parcel: 556-01-039

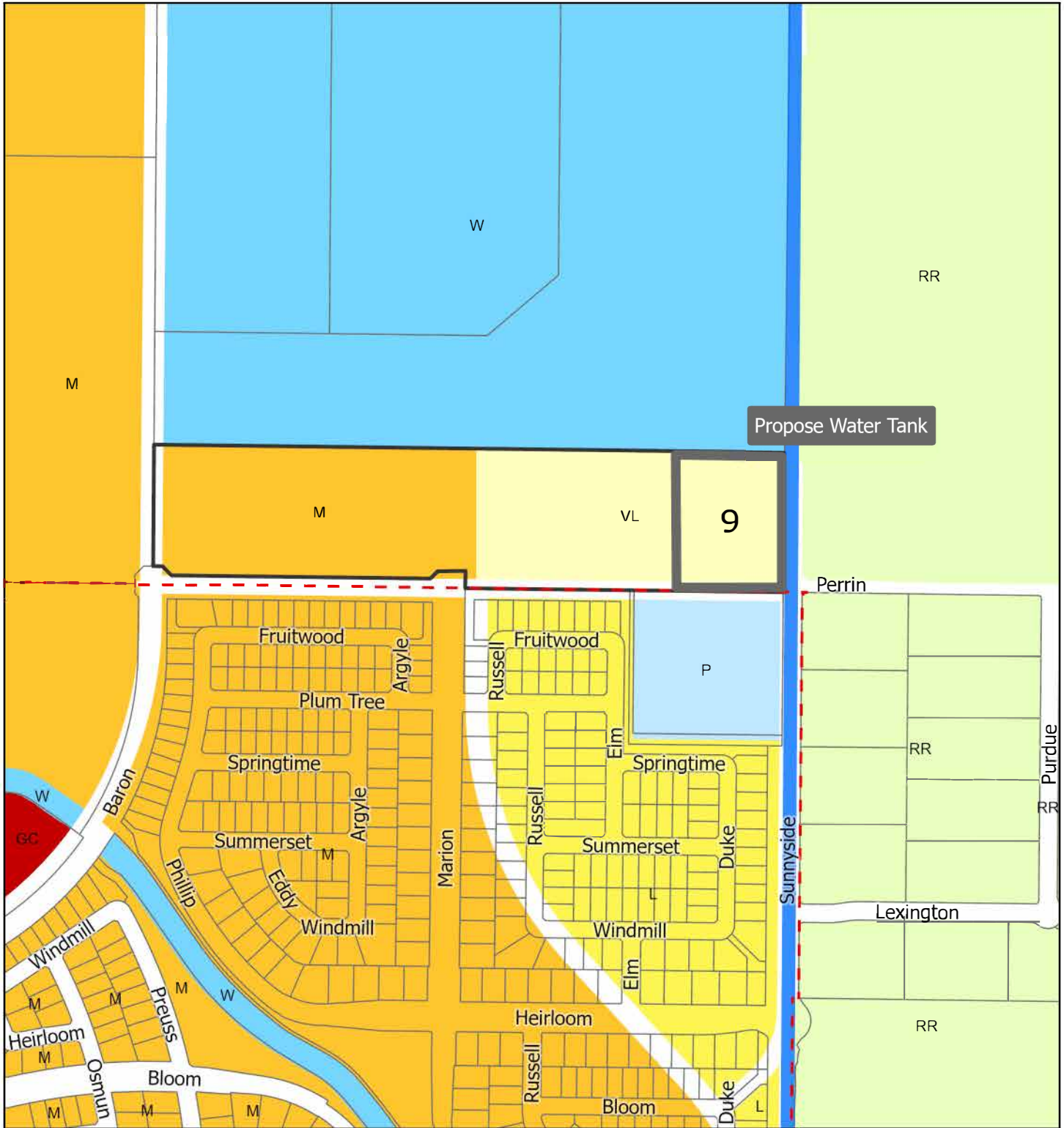
 CITY LIMITS  SPHERE OF INFLUENCE





Land Use Designation

AGENDA ITEM NO. 14.

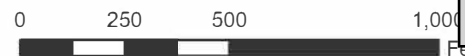
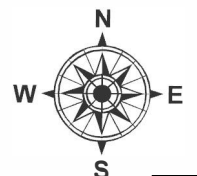


Landuse Code

- GC - General Commercial
- M - Medium Density Residential (4.1-7.0 DU/AC)
- RR - Rural Residential (1 DU/2 AC)
- VL - Very Low Density Residential (0.6-2.0 DU/AC)
- L - Low Density Residential (2.1-4.0 DU/AC)
- P - Public/Quasi-Public Facilities
- W - Water

- CITY LIMITS
- LOCATION PARCEL
- SPHERE OF INFLUENCE

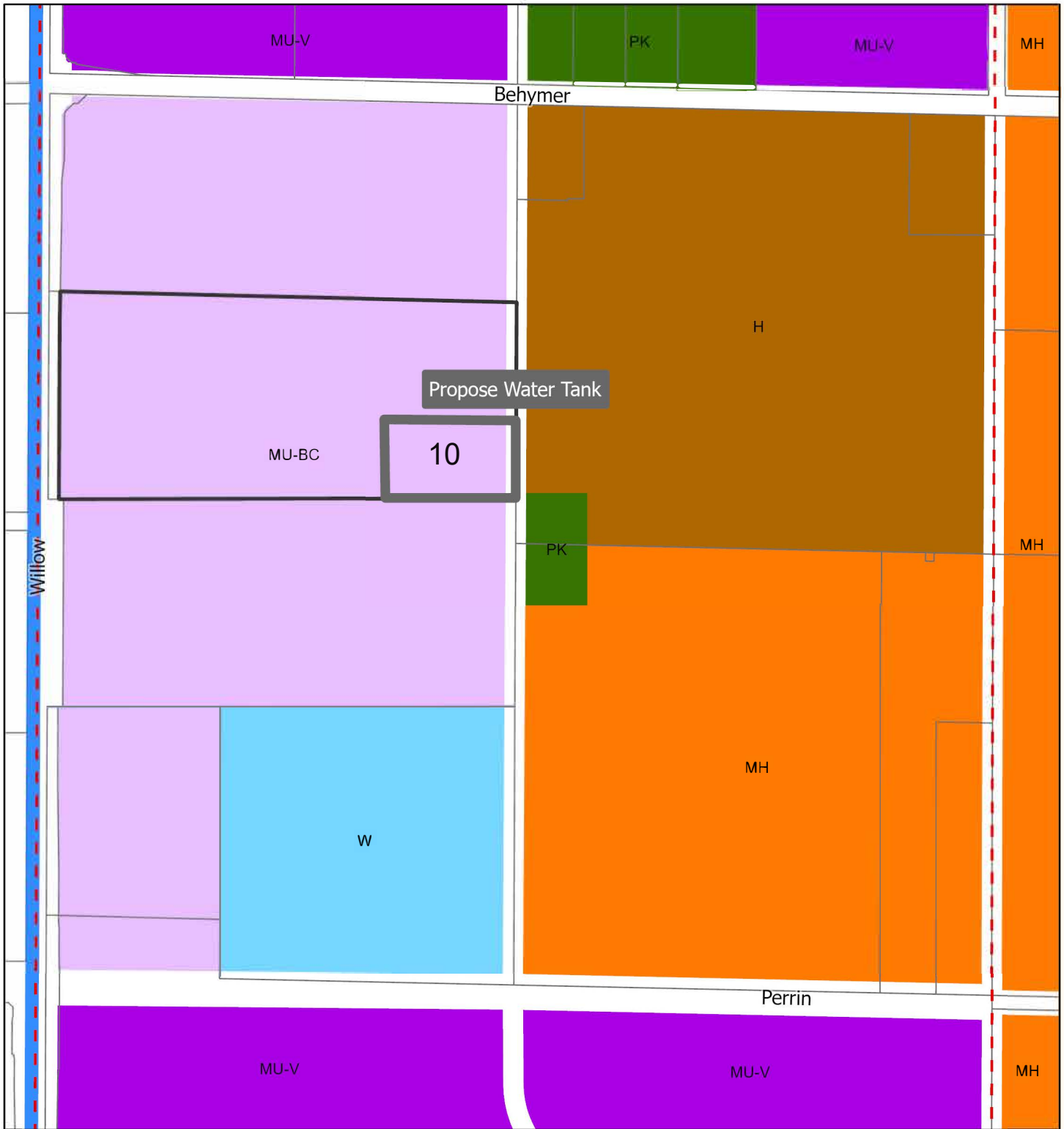
Attachment 2





Land Use Designation

AGENDA ITEM NO. 14.

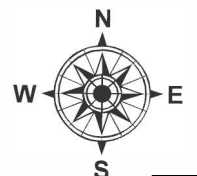


Landuse Code

- MH - Medium High Density Resid.(7.1-15.0 DU/AC)
- H - High Density Residential (15.1-25.0 DU/AC)
- MU-BC - Mixed Use/Business Campus
- MU-V - Mixed Use Village
- PK - Park
- W - Water

- CITY LIMITS
- LOCATION PARCEL
- SPHERE OF INFLUENCE

Attachment 2



11/21/2023

**REAL PROPERTY PURCHASE AND SALE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS**

This Real Property Purchase and Sale Agreement and Joint Escrow Instructions (“Agreement”) is entered into as of _____, 2024 (“Effective Date”) by and between the City of Clovis, a California municipal corporation (“Buyer”) and Patrick Vincent Ricchiuti Family Trust Dated May 17, 1985, a undivided 49.87% interest and Frances Ricchiuti, Successor Trustee of the Pat and Frances Ricchiuti Charitable Trust, dated April 5, 1995 as to an undivided 50.13% interest (“Seller”) pursuant to the following recitals:

RECITALS:

- A. Seller owns certain real property located at APN: 556-040-23s, within the City of Clovis, County of Fresno, State of California.
- B. Buyer desires to acquire **144,993 square foot** portion of the real property, more particularly identified below, for right-of-way purposes and related uses in connection with street improvements along Herndon Avenue (the “Project”); and
- C. Seller is willing to sell a **144,993 square foot** portion of the real property to Buyer under the terms and conditions of this Agreement; and
- D. Buyer and Seller have agreed to Buyer’s purchase of the **144,993 square foot** portion of the real property by means of this Agreement and the recordation of a grant deed.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT:

- 1. The Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, subject to the terms and conditions set forth herein, that certain real property consisting of a **144,993 square foot** portion of the real property located in Fresno County, in the City of Clovis, California, Fresno County Assessor’s Parcel No. 556-040-23s as more particularly described and depicted in Exhibit “A” and “B” attached hereto and incorporated herein, along with all improvements thereon, all easements, licenses, and interests appurtenant thereto, and all entitlements, owned or held by Seller in connection therewith (collectively, the “Property”).
- 2. Purchase Price. The total purchase price to be paid by Buyer to Seller for the Property shall be Nine Hundred and Thirty Two Thousand and Four Hundred Dollars (\$932,400.00) (“Purchase Price”). As provided herein, Buyer shall pay the Purchase Price by depositing funds into the escrow in time to meet the Title Company’s requirements for immediately available funds at close of escrow. Note: Final purchase price is a rounded figure. Individual line items will not add up to listed purchase price.
- 3. Acquisition of Property under Threat of Eminent Domain. Seller acknowledges that Buyer has the power, subject to various legal requirements, to acquire the Property by eminent domain. Seller and Buyer stipulate and agree that the Compensation includes the fair market value of the Property and is just compensation for the Property to which Seller would be entitled under Chapter 9 of the California Eminent Domain Law (Code of Civil Procedure § 1263.010, et seq.) or otherwise connected with or arising out of

the following: (i) the Buyer's acquisition of the Property, and (ii) any pre-condemnation or pre-acquisition activities of the Buyer (and any officer, agent, contractor, or employee of the Buyer). "Compensation" as used in the preceding sentence includes, without limitation, any claims that the Seller may have for the following: improvements, crops, fair market value of the Property, injury to remainder property, cost to cure, loss of goodwill, inverse condemnation, interference with or interruption of business, loss of rents in connection with Buyer's acquisition or relocation activities, reasonable independent appraisal costs pursuant to Code of Civil Procedure section 1263.025, if any, or any other claims, losses, or damages. Buyer acknowledges that Seller is selling the Property to Buyer under threat of eminent domain proceedings pursuant to the authority vested in Buyer as a California municipal corporation. Buyer acknowledges that Seller would have required Buyer to institute an eminent domain proceeding if Buyer and Seller had not agreed on the Purchase Price for the Property. Should escrow not close as provided in this Agreement, and Buyer commences an eminent domain proceeding to acquire the Property, Buyer may file this Agreement with the court as a stipulation upon which the court may enter judgment in any eminent domain proceeding for the Property. Seller hereby waives all defenses and the right to seek any additional compensation in any eminent domain proceeding for the Property. This stipulation shall survive the close of escrow and any expiration or termination of this Agreement or the escrow. Seller further acknowledges that, to the extent there is any lawful tenant on the Property, such tenant has no right to any part of the compensation provided in this Agreement. If there is a tenant on the Property other than the Seller, the Seller agrees to indemnify, defend, and hold the Buyer harmless against any claims by tenant for any compensation based on such tenancy.

4. Seller's representations and warranties. Seller represents and warrants that: (i) Seller has the full right and authority to enter into this Agreement and consummate the transaction contemplated herein, to deliver to Buyer fee simple title to the Property (subject to any title exceptions permitted under Section 6 below), and each of the persons signing this Agreement on behalf of Seller is authorized to do so; (ii) Seller has no knowledge of any pending litigation involving the Property; (iii) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning the Property; and (iv) Seller has no knowledge of any material defects in the Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around the Property. Further, Seller has conducted no tests, studies or surveys which would disclose to Seller the presence of hazardous materials and, therefore, the fact that Seller has no actual knowledge concerning such hazardous materials is not a representation that such do not exist in the soil and/or water on, under or around the Property. These warranties shall survive the close of escrow and the recording of the grant deed.

5. Buyer's representations and warranties. Buyer represents and warrants that: (i) it has the authority to enter into this Agreement, and upon execution of this Agreement, and subject to the conditions precedent set forth herein, Buyer will have full authority to carry out the provisions of this Agreement; and (ii) Buyer is purchasing the Property "AS IS", and Buyer is not relying on any representations or warranties of any kind or nature, express or implied, by or on behalf of Seller concerning the Property, except as expressly set forth in this Agreement. These warranties shall survive the close of escrow and the recording of the grant deed.

6. Escrow. Following execution of this Agreement, the parties shall open an escrow Old Republic Title Company, 7451 N. Remington Avenue, Suite #102, Fresno, CA 93711 ("Title Company") and deposit this Agreement with the Title Company. This Agreement, when signed by both parties and deposited with the Title Company, will be the joint escrow instructions. Buyer and Seller must sign any other form instructions required by Title Company that are not inconsistent with the terms of this Agreement.

- 6.1 Deposits into escrow. Buyer and Seller shall deposit all documents, money, and other items with the Title Company that are: (i) identified in this Agreement, or (ii) required by the Title Company in order to close escrow as provided herein.
- 6.2 Title. Seller must convey title to the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to title exceptions numbered 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 as listed in the preliminary title report order no. 1411025441 issued by Title Company on March 29, 2022 ("Title Report"). A copy of the Title Report is attached hereto as Exhibit "B" and incorporated herein by this reference.
- 6.3 Title and closing costs. Seller must pay any costs of clearing and conveying title in the condition described in Section 6.2 above, including but not limited to any amount necessary to satisfy and discharge any obligations associated with the partial or full reconveyance of any deed(s) of trust, except for one-time fees charged by lenders, and any delinquent and/or unpaid taxes, assessments, or liens. Buyer shall pay the costs of any owner's title policy in an amount specified by Buyer, insuring Buyer's title in the condition described in Section 6.2, all escrow fees, and costs, including costs to record the grant deed, if any.
- 6.4 Close of escrow. Close of escrow shall occur within five (5) business days after all conditions set forth in this Agreement have been satisfied or waived and shall be deemed to be the date on which the grant deed is recorded in the Official Records of Fresno County, California ("close of escrow"). The parties anticipate close of escrow occurring within **thirty (30) days** after the Effective Date.
- 6.5 Prorations. Real property taxes prorated to the close of escrow shall be paid by Seller at the close of escrow. Buyer, as a public agency, is not obligated to pay property taxes. Assessments or other charges with respect to the Property shall be prorated between Seller and Buyer based on a thirty (30) day month.
- 6.6 Obligations of Buyer. Subject to the conditions precedent and in addition to performance by Buyer of all obligations of Buyer contained in this Agreement, on or before one (1) business day prior to close of escrow, Buyer shall deposit the following with the Title Company: (i) the sum Buyer is responsible for as described in Section 6.3 above; and (ii) a Certificate of Acceptance meeting the requirements of California Government Code section 27281.
- 6.7 Obligations of Seller. In addition to fulfilling any other Seller obligations contained in this Agreement, on or before one (1) business day prior to close of escrow, Seller shall deposit the following with the Title Company: (i) a grant deed transferring fee simple title to the Property duly executed by Seller in recordable form; (ii) all sums described in section 6.3 above, including, but not limited to, sums necessary to cancel or pay taxes, special taxes, fees, charges, assessments, and other sums necessary to deliver free and clear title in accordance with Section 6.2 above, if any; and (iii) documents reasonably required of Seller by Title Company to carry out close of escrow.
- 6.8 Disbursements. At close of escrow, Title Company shall: (i) disburse the Purchase Price to Seller, less Seller's costs to clear title, prorations, and other applicable costs, if any; (ii) provide Buyer with the owner's title policy in an amount specified by Buyer, insuring

Buyer's title in the condition described in Section 6.2, to Buyer; and (iii) provide closing statements to Buyer and Seller respectively.

6.9 Risk of loss. Risk of loss or damage to the Property, or any improvements thereon, shall pass from Seller to Buyer upon close of escrow.

7. Conditions precedent. Close of escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the conditions precedent stated herein, including Buyer's and Seller's performance of all their respective obligations under this Agreement, and that all of the representations and warranties of the parties remain true as of the close of escrow. The conditions are solely for Buyer's benefit unless otherwise indicated. Each condition must be satisfied, or Buyer must waive it in writing prior to close of escrow. If any condition is not satisfied within sixty (60) days after the Effective Date, Buyer may waive the condition and close escrow, or the parties may mutually agree in writing to extend the escrow to provide additional time to satisfy the condition(s), or Buyer may terminate this Agreement by giving the Seller and Title Company five (5) days prior written notice. After expiration of said five (5) days, this Agreement, and the escrow shall terminate. Upon termination, the Title Company shall return any documents and money deposited into escrow to the respective depositor, after deducting any escrow cancellation fee, and Buyer will have no further obligation to Seller. Termination pursuant to this section shall not deprive Buyer of any rights authorized by Section 3 of this Agreement.

8. Buyer's right to enter Property; Date of Possession. Upon execution of this Agreement, Seller hereby grants to Buyer, its agents, employees, permittees, contractors, or assigns, an immediate right to, at commercially reasonable times, enter upon, over, across, and under the Property, for purposes necessary or convenient to constructing the Project and accomplishing all necessary incidents thereto, including but not limited to, investigations, tests, and the removal, disposal, repair, and/or replacement of existing improvements on the Property. Such right of entry shall be irrevocable. The parties agree and confirm that notwithstanding other provisions of the Agreement, the right of possession and use of the Property by Buyer shall commence on the Effective Date noted in the opening paragraph of this Agreement. The Purchase Price provided herein includes full payment of compensation to Seller for such possession and use of the Property, including damages, if any. Buyer shall use reasonable care in connection with any such entry upon the Property and shall cure or indemnify Seller for any actual damage to any remainder portion of the Seller's parcel from which the Property is derived caused by Buyer, its agents, employees, permittees, contractors, or assigns during construction of the Project. Buyer shall hold Seller harmless from any and all claims, damages, costs, losses and expenses arising out of or resulting from such entry and/or activities upon the Property; provided, however, this agreement of indemnification does not extend to any damage Seller may suffer by reason of the presence or discovery of hazardous waste on the Property (including any perceived or actual loss of value of the Property), nor does it indemnify Seller from any liability as a consequence of the presence or discovery of hazardous waste on the Property. Except as otherwise provided, the obligations of this Section shall survive close of escrow or the earlier termination of this Agreement.

9. Miscellaneous Provisions.

9.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.

9.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and duly given on the date of service, if served personally on the person to receive the notice, or delivered by depositing the notice or communication in the U. S.

mail, postage prepaid, and addressed to the relevant party at the address set forth below.

To Seller:

Patrick Vincent Ricchiuti Family Trust Dated
May 17, 1985, a undivided 49.87% interest
and Frances Ricchiuti, Successor Trustee of
the Pat and Frances Ricchiuti Charitable Trust,
dated April 5, 1995 as to an undivided 50.13%
interest
Attn: Patrick Vincent Ricchiuti
2917 E. Shepherd Ave.
Clovis, CA 93619

To Buyer:

City of Clovis
Planning and Development Services
Department
Attn: City Engineer
1033 Fifth Street
Clovis, CA 93612

- 9.3 **Entire Agreement.** This Agreement is the entire agreement between Seller and Buyer regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understandings, written or oral. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement.
- 9.4 **Amendment or Termination.** This Agreement may only be amended or terminated by mutual written consent of the Seller and Buyer, unless otherwise expressly provided herein.
- 9.5 **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The Buyer may assign this agreement and its rights hereunder.
- 9.6 **Time of the Essence.** Time is of the essence of each term in this Agreement.
- 9.7 **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed according to California law.
- 9.8 **Authority.** Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of and fully bind such party.
- 9.9 **Waiver.** Any party's waiver of a breach of any provision herein will not be a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- 9.10 **Severability.** The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.
- 9.11 **Interpretation.** This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.
- 9.12 **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

WHEREFORE, Buyer and Seller, by their signatures below, enter into this Agreement effective on the Effective Date set forth above.

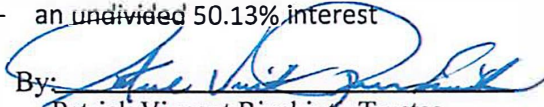
BUYER:

SELLER:

City of Clovis

Patrick Vincent Ricchiuti Family Trust Dated May 17, 1985, a undivided 49.87% interest and Frances Ricchiuti, Successor Trustee of the Pat and Frances. Ricchiuti Charitable Trust, dated April 5, 1995 as to an undivided 50.13% interest

By: _____
John Holt, City Manager

By: 
Patrick Vincent Ricchiuti, Trustee

Date: _____

Date: November 16, 2023

**FOR THE BENEFIT OF THE CITY OF CLOVIS,
FREE RECORDING IN ACCORDANCE WITH
CALIFORNIA GOVERNMENT CODE SECTIONS
6103 AND 27383.**

**RECORDING REQUESTED BY AND WHEN
RECORDED MAIL DOCUMENT TO:**

CITY OF CLOVIS
1033 Fifth Street
Clovis, CA 93612

9385 North Sunnyside Ave
Clovis, CA 93611

Space Above This Line for Recorder's Use Only

- Exempt from fees per Government Code Sections 6103 and 27383
- Exempt from SB2 fees per Government Code Section 27388.1(a)(2)(D)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Patrick Vincent Ricchiuti Family Trust Dated May 17, 1985, a undivided 49.87% interest and Frances Ricchiuti, Successor Trustee of the Pat and Frances Ricchiuti Charitable Trust, dated April 5, 1995 as to an undivided 50.13% interest (GRANTOR), hereby GRANTS in fee, to the City of Clovis, a California municipal corporation (GRANTEE), a right-of-way for public street and utility purposes over, under, through and across that Real Property situated in the City of Clovis, County of FRESNO, State of California more particularly described and shown as follows:

See attached Exhibits "A" and "B"

Patrick Vincent Ricchiuti Family Trust Dated May 17, 1985, a undivided 49.87% interest and Frances Ricchiuti, Successor Trustee of the Pat and Frances Ricchiuti Charitable Trust, dated April 5, 1995 as to an undivided 50.13% interest

BY: 

DATE: November 16, 2023

Name: Patrick Vincent Ricchiuti
Its: Trustee

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On November 16, 2023 before me, Isabel F. Trejo, Notary Public,
(insert name and title of the officer)

personally appeared Patrick Vincent Picchiuti,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Isabel F. Trejo (Seal)

Exhibit A

That portion of Parcel 4 of Parcel Map No. 1772, recorded in Book 11 of Parcel Maps at Page 53, Fresno County Records, situated in the Northeast quarter of Section 20, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, described as follows:

Beginning at the Southeast corner of said Parcel 4, thence North $89^{\circ}17'41''$ West along the south line of said Parcel 4, also being the south line of the said Northeast quarter, 318.00 feet;

Thence North $0^{\circ}32'52''$ East parallel with the east line of said Parcel 4, a distance of 455.92 feet to the intersection with a line that is parallel with and 455.92 feet North of said south line of the Northeast quarter;

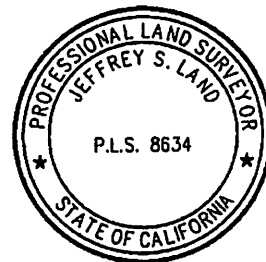
Thence along last said parallel line South $89^{\circ}17'41''$ East, 318.00 feet to the east line of said Parcel 4;

Thence South $0^{\circ}32'52''$ West along said east line, 455.92 feet to the Southeast corner of said Parcel 4 and the Point of Beginning.

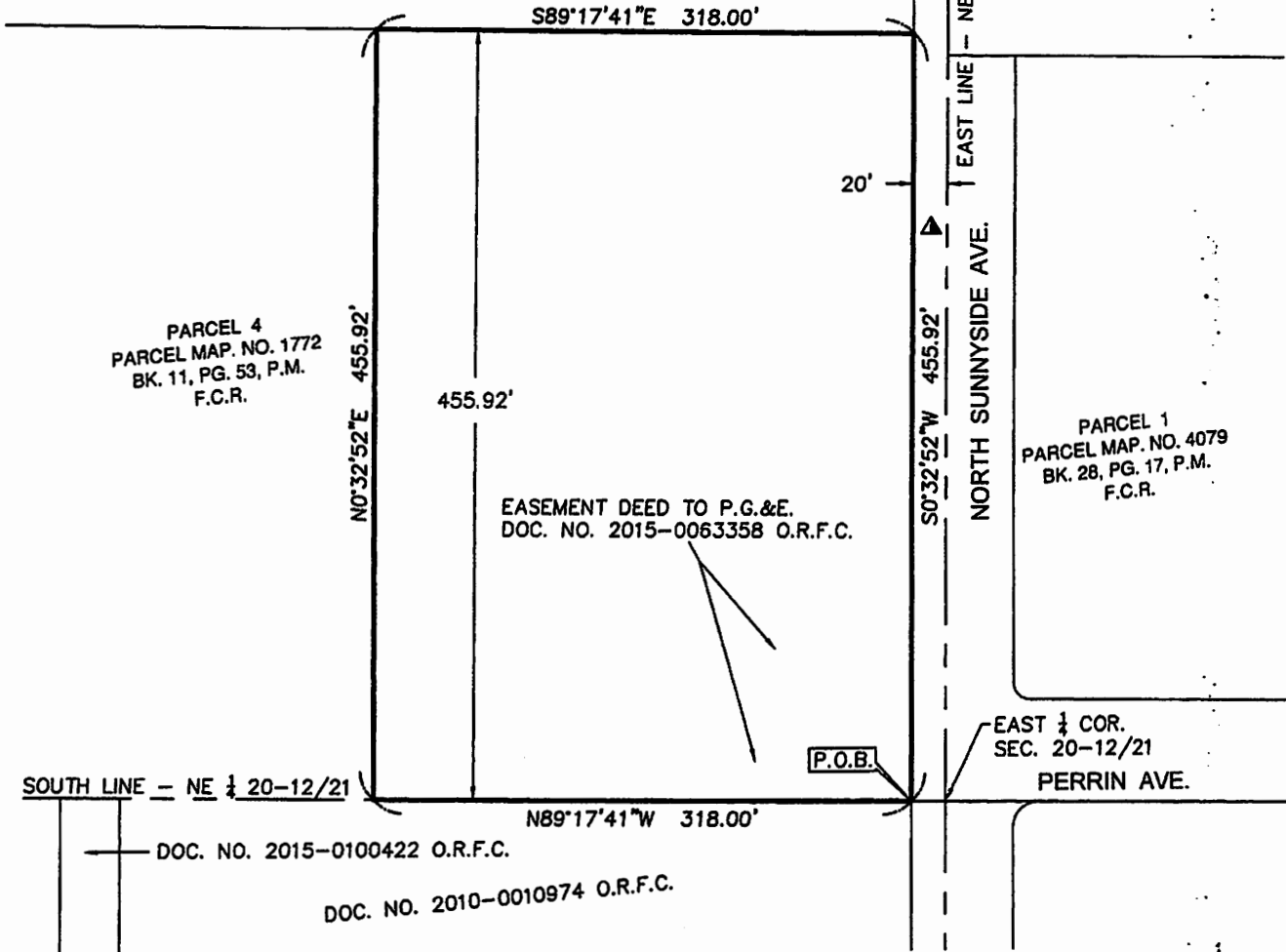
See Exhibit B attached hereto and by this reference made part hereof.

Containing approximately 3.33 acres.



For the purposes of this legal description, the Basis of Bearings is the south line of the Northeast quarter of Section 20, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, per the Record of Survey recorded in Book 64 of Record of Surveys at Pages 14 & 15, Fresno County Records. Taken to bear South $89^{\circ}17'41''$ East.

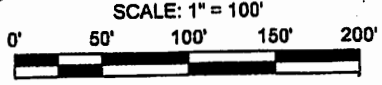


NOTE: THE BASIS OF BEARINGS IS THE SOUTH LINE OF THE NORTHEAST 1/4 OF SEC. 20, 12/21, PER THE RECORD OF SURVEY RECORDED IN BOOK 64 OF RECORD OF SURVEYS AT PAGES 14 & 15 F.C.R. TAKEN TO BEAR: S89°17'41"E



LEGEND

-  AREA TO BE GRANTED IN FEE TO THE CITY OF CLOVIS. CONTAINING ±3.33 ACRES
- F.C.R. FRESNO COUNTY RECORDS
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- P.O.B. POINT OF BEGINNING
- P.M. PARCEL MAPS
-  AREA SHOWN AS UNIMPROVED RIGHT OF WAY PREVIOUSLY DEEDED TO THE COUNTY OF FRESNO FOR STREET PURPOSES, PARCEL MAP NO. 1772, RECORDED IN BOOK 11 OF PARCEL MAPS AT PAGE 53, F.C.R.



H:\SURVEY\PROJECTS\WATER STORAGE RESEVOIR #9 - DEED\EXHIBITS\T9 & T10 EXHIBIT.DWG

CITY OF CLOVIS - PLANNING AND DEVELOPMENT SERVICES



CITY OF CLOVIS

EXHIBIT "B"

APN: 556-040-023

SITUATED IN THE NE QUARTER OF SEC. 20, T. 12 S., R. 21 E., M.D.B.&M.

DATE:	2/2/23
PROJECT:	WATER TANK 9
DRAWN BY:	J.S.L.
SCALE:	1" = 100'
SHEET:	1 OF 1

ORDER NO. : 1411025441

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of Fresno, State of California, and is described as follows:

Parcel 4 of Parcel Map No. 1772, according to the Map thereof recorded in [Book 11, Page 53 of Parcel Maps](#), Fresno County Records;

EXCEPTING THEREFROM an undivided on-half interest in and to all oil, gas and/or minerals therein and thereunder, together with the right at all times to enter on the above described lands and take all the usual, necessary or convenient means to bore wells, make excavations and to remove all the oil, gas and/or minerals therein reserved, and found thereon, as excepted and reserved in the Deed from Bank of America National Trust and Savings Association, to T.L. Harper, dated February 6, 1936, recorded [February 20, 1936 in Book 1473, Page 243 of Official Records, Document No. 4809](#);

EXCEPTING THEREFROM that portion granted to the Fresno Metropolitan Flood Control District by Order of Condemnation, Case Number 404831-0, Superior Court of California, County of Fresno, more particularly described as follows:

That portion of Parcel 1 of Parcel Map No. 3443, according to the Map thereof recorded in [Book 26 at Page 88 of Parcel Maps](#), Fresno County Records, that portion of Parcel 1 of Parcel Map No. 3447, according to the Map thereof recorded in [Book 26 at Page 87 of Parcel Maps](#), Fresno County Records, and that portion of Parcels 3 and 4 of Parcel Map No. 1772, according to the Map thereof recorded in Book 11 at Page 53 of Parcel Maps, Fresno County Records, in the Northeast Quarter of Section 20, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter of said Section 20; thence South 0° 44' 37" East along the East line of the Northeast Quarter of said Section 20 a distance of 2191.34 feet to the point of intersection thereof with a line which is parallel with and 455.92 feet North of, measured at right angles thereto, the South line of the Northeast Quarter of said Section 20; thence South 89° 21' 07" West along said parallel line a distance of 2078.02 feet to the point of intersection thereof with the West line of Parcel 4 of Parcel Map No. 1772; thence North 0° 59' 00" West along the West line of Parcel 4 of Parcel Map No. 1772 and the West line of Parcel 1 of said Parcel Map No. 3443 a distance of 1635.71 feet to the Northwest corner of Parcel 1 of said Parcel Map No. 3443; thence North 89° 20' 30" East along the North line of Parcel 1 of said Parcel Map No. 3443 and the North line of Parcel 1 of said Parcel Map No. 3447 a distance of 1317.44 feet to the Northeast corner of Parcel 1 of said Parcel Map No. 3447, said corner also being a point on the West line of Parcel 3 of said Parcel Map No. 1772; thence North 0° 51' 48" West along the West line of Parcel 3 of said Parcel Map No. 1772 and the Northerly prolongation of said West line a distance of 556.50 feet to the point of intersection thereof with the North line of the Northeast Quarter of said Section 20; thence North 89° 22' 30" East along said North line a distance of 768.59 feet to the point of beginning.

EXCEPTING THEREFROM the remaining undivided one-half interest in and to all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet beneath the surface of said land without the right of surface entry.

APN: 556-040-23



OLD REPUBLIC TITLE COMPANY
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

7451 North Remington Ave. #102
Fresno, CA 93711
(559) 440-9249 Fax: (559) 447-1643

PRELIMINARY REPORT

Our Order Number 1411025441-GR

CITY OF CLOVIS
1033 FIFTH STREET
CLOVIS, CA 93612

Attention: RYAN BURNETT

When Replying Please Contact:

Gaile Rock
(559) 440-9249

Buyer:

CITY OF CLOVIS

Property Address:

9385 North Sunnyside Avenue, Clovis, CA 93611
[Unincorporated area of Fresno County]

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 29, 2022, at 8:00 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411025441-GR

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Patrick Vincent Ricchiuti, as Trustee of the Patrick Vincent Ricchiuti Family Trust Dated May 17, 1985, a undivided 49.87% interest and Frances Ricchiuti, Successor Trustee of the Pat and Frances Ricchiuti Charitable Trust, dated April 5, 1995 as to an undivided 50.13% interest

The land referred to in this Report is situated in the unincorporated area of the County of Fresno, State of California, and is described as follows:

Parcel 4 of Parcel Map No. 1772, according to the Map thereof recorded in [Book 11, Page 53 of Parcel Maps](#), Fresno County Records;

EXCEPTING THEREFROM an undivided on-half interest in and to all oil, gas and/or minerals therein and thereunder, together with the right at all times to enter on the above described lands and take all the usual, necessary or convenient means to bore wells, make excavations and to remove all the oil, gas and/or minerals therein reserved, and found thereon, as excepted and reserved in the Deed from Bank of America National Trust and Savings Association, to T.L. Harper, dated February 6, 1936, recorded [February 20, 1936 in Book 1473, Page 243 of Official Records, Document No. 4809](#);

EXCEPTING THEREFROM that portion granted to the Fresno Metropolitan Flood Control District by Order of Condemnation, Case Number 404831-0, Superior Court of California, County of Fresno, more particularly described as follows:

That portion of Parcel 1 of Parcel Map No. 3443, according to the Map thereof recorded in [Book 26 at Page 88 of Parcel Maps](#), Fresno County Records, that portion of Parcel 1 of Parcel Map No. 3447, according to the Map thereof recorded in [Book 26 at Page 87 of Parcel Maps](#), Fresno County Records, and that portion of Parcels 3 and 4 of Parcel Map No. 1772, according to the Map thereof recorded in Book 11 at Page 53 of Parcel Maps, Fresno County Records, in the Northeast Quarter of Section 20, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter of said Section 20; thence South 0° 44' 37" East along the East line of the Northeast Quarter of said Section 20 a distance of 2191.34 feet to the point of intersection thereof with a line which is parallel with and 455.92 feet North of, measured at right angles thereto, the South line of the Northeast Quarter of said Section 20; thence South 89° 21' 07" West along said parallel line a distance of 2078.02 feet to the point of intersection thereof with the West line of Parcel 4 of Parcel Map No. 1772; thence North 0° 59' 00" West along the West line of Parcel 4 of Parcel Map No. 1772 and the West line of Parcel 1 of said Parcel Map No. 3443 a distance of 1635.71 feet to the Northwest corner of Parcel 1 of said Parcel Map No. 3443; thence North 89° 20' 30" East along the North line of Parcel 1 of said Parcel Map No. 3443 and the North line of Parcel 1 of said Parcel Map No. 3447 a distance of 1317.44 feet to the Northeast corner of Parcel 1 of said Parcel Map No. 3447, said corner also being a point on the West line of Parcel 3 of said Parcel Map No. 1772; thence North 0° 51' 48" West along the West line of Parcel 3 of said

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Parcel Map No. 1772 and the Northerly prolongation of said West line a distance of 556.50 feet to the point of intersection thereof with the North line of the Northeast Quarter of said Section 20; thence North 89° 22' 30 East along said North line a distance of 768.59 feet to the point of beginning.

EXCEPTING THEREFROM the remaining undivided one-half interest in and to all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet beneath the surface of said land without the right of surface entry.

APN: 556-040-23

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2022 - 2023, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, as follows:

Assessor's Parcel No	:	556-040-23-S	
Code No.	:	076-045	
1st Installment	:	\$17,859.53	Marked Paid
2nd Installment	:	\$17,859.53	Marked Paid
Land Value	:	\$2,946,640.00	

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. Assessment No. 6805 for Fresno Metropolitan Flood Control District payable with the real property taxes.

5. Said land lies within the Fresno Metropolitan Flood Control District and is subject to Drainage Fees and/or Requirements to Construct Planned Local Drainage Facilities, as disclosed by instrument:

Entitled	:	Resolution No. 1816 – The Board of Directors of the Fresno Metropolitan Flood Control District
By	:	The Board of Directors of the Fresno Metropolitan Flood Control District
Recorded	:	July 31, 1995 as Series Number 95092128
Returned to Address	:	5469 E. Olive Avenue, Fresno, CA 92727

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6. Water rights, claims or title to water, whether or not shown by the public records.
7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the Patent, and/or acts authorizing the issuance thereof.

For : Ditches and Reservoirs
 Affects : Not disclosed of record

8. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of North Sunnyside Avenue.

9. Matters as contained or referred to in an instrument,

Entitled : Agreement for Delivery and Acceptance of Fill Material and Grant of Exclusive Easement
 Executed By : James Lawrence McKoane, III and Barbara Ann McKoane, Co-Trustees, et al
 Dated : October 2, 2001
 Recorded : [October 23, 2001 in Official Records under Recorder's Serial Number 2001-0155458](#)

Note: Reference is made to said instrument for full particulars.

10. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement Deed
 Granted To : Pacific Gas and Electric company, a California corporation
 For : Utilities
 Dated : March 9, 2015
 Recorded : [May 22, 2015 in Official Records under Recorder's Serial Number 2015-0063358](#)
 Affects : The Easterly portion

Upon the terms and conditions contained therein.

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11. Terms and conditions contained in the Ricchiuti Charitable Trust as disclosed by Grant Deed.

Dated : March 19, 2018
 Recorded [April 3, 2018 in Official Records under Recorder's Serial Number 2018-0038645](#)

The requirement that:

A Certification of Trust be furnished in accordance with Probate Code Section 18100.5; and

If the acting trustee is a successor trustee the additional requirement the Company is provided a complete copy of the trust, with all amendments and any intervening trustee is no longer acting in that capacity by providing copies of resignation letters, etc.

The Company reserves the right to make additional exceptions and/or requirements upon review of the above.

12. Terms and conditions contained in the Patrick Vincent Ricchiuti Family Trust as disclosed by Grant Deed.

Dated : November 12, 2019
 Recorded [December 5, 2019 in Official Records under Recorder's Serial Number 2019-0146843](#)

The requirement that:

A Certification of Trust be furnished in accordance with Probate Code Section 18100.5; and

If the acting trustee is a successor trustee the additional requirement the Company is provided a complete copy of the trust, with all amendments and any intervening trustee is no longer acting in that capacity by providing copies of resignation letters, etc.

The Company reserves the right to make additional exceptions and/or requirements upon review of the above.

13. Any unrecorded and subsisting leases.

14. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

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15. The requirement that this Company be provided with an opportunity to inspect the land (the Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection).
16. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.
- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land vacant land known as 9485 North Sunnyside Avenue, Clovis, CA 93619.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

- C. GRANT DEED executed by Alta Terreno, INC., a California Corporation to Patrick Vincent Ricchiuti, as Trustee of the Patrick Vincent Ricchiuti Family Trust Dated May 17, 1985 recorded [December 5, 2019 in Official Records under Recorder's Serial Number 2019-0146843](#).

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Grant Deed executed by DG Investments LLC, a California Limited Liability Company to Frances Ricchiuti, Successor Trustee of the Pat and Frances Ricchiuti Charitable Trust, dated April 5, 1995 as to an undivided 50.13% interest and Alta Terreno, Inc. a California corporation as to an undivided 49.87% interest recorded [April 3, 2018 in Official Records under Recorder's Serial Number 2018-0038645](#).

O.N.

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NOTE:

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a "Restrictive Covenant Modification" form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the "Restrictive Covenant Modification" ("RCM") form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder's Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder's Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder's Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder's Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder's Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The "Restrictive Covenant Modification" form is linked below:

[Restrictive Covenant Modification form](#)

Exhibit I

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11/09/18)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses which arise by reason of:

1. (a) Any law, ordinance, or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the land;
 - (ii) the character, dimensions, or location of any improvement now or hereafter erected on the land;
 - (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing-business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE**SCHEDULE B - PART I**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

Exhibit I

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY OF TITLE INSURANCE (06/17/06)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE**SCHEDULE B - PART I**

Except as provided in Schedule B - Part II, this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.



FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
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How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver’s license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates’ everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
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Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Old Republic Title doesn’t jointly market.

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

Updated: January 1, 2021

Privacy Notice for California Consumers

This Privacy Notice for California Consumers supplements the information contained in the Master Privacy Notice for Old Republic Title and applies to consumers that reside in the State of California. The terms used in this Privacy Notice have the same meaning as the terms defined in the California Consumer Privacy Act (“CCPA”).

What Personal Information We Collect

In accordance with the CCPA, personal information is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include:

Information outside the scope of the CCPA such as:

- Health or medical information covered by the Health Insurance Portability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA).
- Personal Information covered by the Gramm-Leach-Bliley Act (GLBA), the Fair Credit Reporting Act (FCRA), the California Financial Information Privacy Act (FIPA), and the Driver’s Privacy Protection Act of 1994,
- Publicly available information that is available from federal, state, or local government records, and
- De-identified or aggregated consumer information.

Please see the chart below to learn what categories of personal information we may have collected about California consumers within the preceding twelve months, the sources of and business purposes for that collection and the third parties with whom the information is shared, if any.

Category	Examples	Collected	Sources	Business Purpose for Collection	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, Internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious,	Service providers associated with the transaction for a business purpose

				deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

	medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).				
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

What Personal Information We Share and Why We Share It

The CCPA requires us to tell you what categories of personal information we “sell” or “disclose.” We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, including the personal information of persons under 16 years of age, as that term is defined by the CCPA. When it is necessary for a business purpose, we share or disclose your personal information with a service provider, and we enter a contract with the service provider that limits how the information may be used and requires the service provider to protect the confidentiality of the information.

In the preceding twelve months, we have disclosed the following categories of personal information for the following business purposes. Where the personal information is shared with third parties, as that term is defined in the CCPA, the category of the third party is indicated.

Category	Examples	Business Purpose for Disclosure	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. “Personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

We may also transfer to a third party the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business.

Your Rights and Choices

The CCPA provides California consumers with certain rights regarding their personal information. This chart describes those rights and certain limitations to those rights.

Right	What This Means
Notice	At or before the time your personal information is collected, you will be given written notice of the categories of personal information to be collected and the purposes for which the categories of personal information will be used.
Access	At your verifiable request, but no more than twice in a twelve month period, we shall disclose to you: 1) the categories of personal information we have collected about you, 2) the

	<p>categories of sources for the personal information we collected about you, 3) our business and commercial purpose for collecting or selling your personal information, 4) the categories of third parties with whom we share your personal information, 5) The specific pieces of information we have collected about you, 6) the categories of personal information disclosed for a business purpose, and</p> <p>7) If we sold personal information, the categories of personal information sold and the categories of third parties to whom it was sold.</p>
<p>Deletion</p>	<p>You have the right to request that we delete any of your personal information that we collected from you, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers to delete) your personal information from our records unless an exception applies. We may deny your request if retention of the information is necessary for us or our service providers to:</p> <ul style="list-style-type: none"> • Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you. • Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities. • Debug products to identify and repair errors that impair existing intended functionality. • Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law. • Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.) • Engage in public or peer reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent. • Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us. • Comply with a legal obligation. • Make other internal and lawful uses of that information that are compatible with the context in which you provided it. • Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)
<p>Opt-Out of Sale</p>	<p>With some limitations, you may direct a business that sells personal information to third parties not to sell the personal information to these third parties.</p> <p>A business may not sell the personal information of persons less than sixteen years of age without their affirmative consent, and in the case of those less than thirteen years of age, the consent must come from a parent.</p>
<p>Opt-In to Sale</p>	
<p>Non-Discrimination</p>	<p>We will not discriminate against you for exercising your rights under the CCPA. Unless otherwise permitted by the CCPA we will not:</p> <ul style="list-style-type: none"> • Deny you goods or service • Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties • Provide a different level or quality of goods or services • Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services

To Exercise Your Rights

To Opt-out of the Sale of Your Personal Information

The CCPA gives consumers the right to direct a business that sells personal information about the consumer to third parties not to sell the consumer's personal information. We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, as that term is defined by the CCPA.

To Request Access to or Deletion of Your Personal Information

To exercise your access or deletion rights described above, please submit a verifiable consumer request to us by either: Calling us at 1-855-557-8437 or contacting us through our website [CCPA Consumer Request](#).

Only you or your representative that you authorize to act on your behalf (Authorized Agent) can make a verifiable consumer request for your personal information. You may also make a request for your minor child. The verifiable request must provide enough information that allows us to reasonably verify you are the person about whom we collected personal information. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and to confirm the personal information relates to you.

We work to respond to a verifiable consumer request within 45 days of its receipt. If we require additional time, we will inform you of the extension period (up to an additional 45 days), and the reason for the extension in writing. If you have an account with us, we will deliver our response to that account. If you do not have an account with us, we will deliver our response by mail or electronically, depending on your preference. The response we provide will also explain any reasons why we cannot comply with a request.

You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

Contact Us

If you have any questions regarding our Privacy Notice or practices, please contact us via phone at 1-855-557-8437 or send your written request to: CCPA@oldrepublictitle.com, or Old Republic Title c/o CCPA Consumer Request Group, 275 Battery Street, Suite 1500, San Francisco, CA 94111-3334.

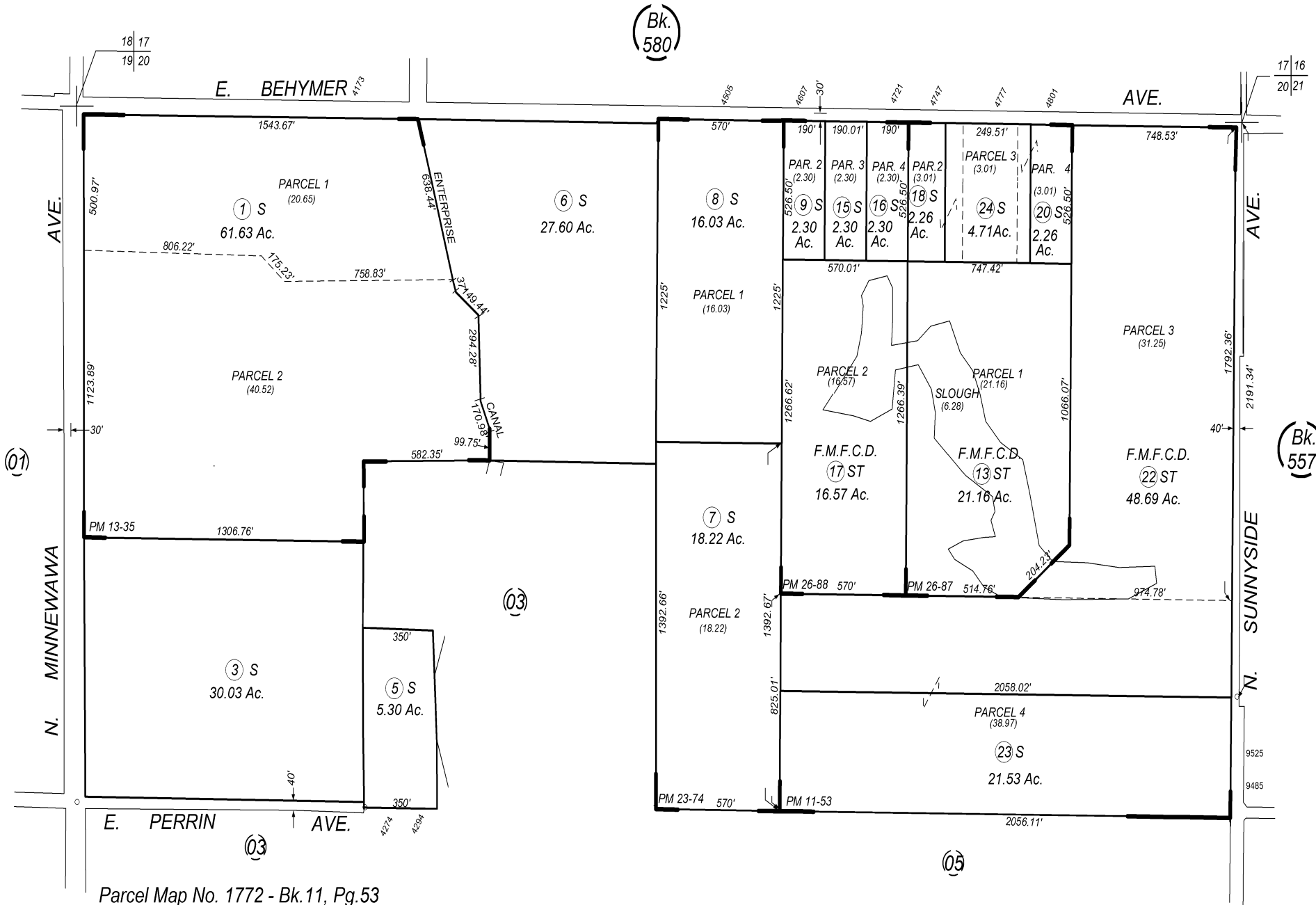
*-NOTE-
This map is for Assessment purposes only.
It is not to be construed as portraying legal
ownership or divisions of land for purposes
of zoning or subdivision. law.*

SUBDIVIDED LAND & POR. SEC. 20, T.12 S., R.21 E., M.D.B.&M.

Tax Rate Area
76-045

556-04

AGENDA ITEM NO. 14.



- Parcel Map No. 1772 - Bk.11, Pg.53
- Parcel Map No. 2170 - Bk.13, Pg.35
- Parcel Map No. 3488 - Bk.23, Pg.74
- Parcel Map No. 3447 - Bk.26, Pg.87
- Parcel Map No. 3443 - Bk.26, Pg.88

Assessor's Map Bk. 175 Pg. 04
County of Fresno,

Note - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Purchase Agreement - Site 10

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Real Property Purchase and Sale Agreement and Joint Escrow Instructions (“Agreement”) is entered into as of _____, 2024 (“Effective Date”) by and between the City of Clovis, a California municipal corporation (“Buyer”) and P.R. Farms, Incorporated, A California Corporation (“Seller”) pursuant to the following recitals:

RECITALS:

A. Seller owns certain real property located at APN: 556-010-39, within the City of Clovis, County of Fresno, State of California.

B. Buyer desires to acquire **75,714 square foot** portion of the real property, more particularly identified below, for right-of-way purposes and related uses in connection with street improvements along Herndon Avenue (the “Project”); and

C. Seller is willing to sell a **75,714 square foot** portion of the real property to Buyer under the terms and conditions of this Agreement; and

D. Buyer and Seller have agreed to Buyer’s purchase of the **75,714 square foot** portion of the real property by means of this Agreement and the recordation of a grant deed.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT:

1. The Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, subject to the terms and conditions set forth herein, that certain real property consisting of a **75,714 square foot** portion of the real property located in Fresno County, in the City of Clovis, California, Fresno County Assessor’s Parcel No. 556-010-39 as more particularly described and depicted in Exhibit “A” and “B” attached hereto and incorporated herein, along with all improvements thereon, all easements, licenses, and interests appurtenant thereto, and all entitlements, owned or held by Seller in connection therewith (collectively, the “Property”).

2. Purchase Price. The total purchase price to be paid by Buyer to Seller for the Property shall be Five Hundred and Eight Thousand and Two Hundred Dollars (\$508,200.00) (“Purchase Price”). This sum includes compensation for the value of the Property (\$500,500.00), Trees – 36 (\$7,200) and Irrigation Lines (\$500). As provided herein, Buyer shall pay the Purchase Price by depositing funds into the escrow in time to meet the Title Company’s requirements for immediately available funds at close of escrow. Note: Final purchase price is a rounded figure. Individual line items will not add up to listed purchase price.

3. Acquisition of Property under Threat of Eminent Domain. Seller acknowledges that Buyer has the power, subject to various legal requirements, to acquire the Property by eminent domain. Seller and Buyer stipulate and agree that the Compensation includes the fair market value of the Property and is just compensation for the Property to which Seller would be entitled under Chapter 9 of the California Eminent Domain Law (Code of Civil Procedure § 1263.010, et seq.) or otherwise connected with or arising out of

the following: (i) the Buyer's acquisition of the Property, and (ii) any pre-condemnation or pre-acquisition activities of the Buyer (and any officer, agent, contractor, or employee of the Buyer). "Compensation" as used in the preceding sentence includes, without limitation, any claims that the Seller may have for the following: improvements, crops, fair market value of the Property, injury to remainder property, cost to cure, loss of goodwill, inverse condemnation, interference with or interruption of business, loss of rents in connection with Buyer's acquisition or relocation activities, reasonable independent appraisal costs pursuant to Code of Civil Procedure section 1263.025, if any, or any other claims, losses, or damages. Buyer acknowledges that Seller is selling the Property to Buyer under threat of eminent domain proceedings pursuant to the authority vested in Buyer as a California municipal corporation. Buyer acknowledges that Seller would have required Buyer to institute an eminent domain proceeding if Buyer and Seller had not agreed on the Purchase Price for the Property. Should escrow not close as provided in this Agreement, and Buyer commences an eminent domain proceeding to acquire the Property, Buyer may file this Agreement with the court as a stipulation upon which the court may enter judgment in any eminent domain proceeding for the Property. Seller hereby waives all defenses and the right to seek any additional compensation in any eminent domain proceeding for the Property. This stipulation shall survive the close of escrow and any expiration or termination of this Agreement or the escrow. Seller further acknowledges that, to the extent there is any lawful tenant on the Property, such tenant has no right to any part of the compensation provided in this Agreement. If there is a tenant on the Property other than the Seller, the Seller agrees to indemnify, defend, and hold the Buyer harmless against any claims by tenant for any compensation based on such tenancy.

4. **Seller's representations and warranties.** Seller represents and warrants that: (i) Seller has the full right and authority to enter into this Agreement and consummate the transaction contemplated herein, to deliver to Buyer fee simple title to the Property (subject to any title exceptions permitted under Section 6 below), and each of the persons signing this Agreement on behalf of Seller is authorized to do so; (ii) Seller has no knowledge of any pending litigation involving the Property; (iii) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning the Property; and (iv) Seller has no knowledge of any material defects in the Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around the Property. Further, Seller has conducted no tests, studies or surveys which would disclose to Seller the presence of hazardous materials and, therefore, the fact that Seller has no actual knowledge concerning such hazardous materials is not a representation that such do not exist in the soil and/or water on, under or around the Property. These warranties shall survive the close of escrow and the recording of the grant deed.

5. **Buyer's representations and warranties.** Buyer represents and warrants that: (i) it has the authority to enter into this Agreement, and upon execution of this Agreement, and subject to the conditions precedent set forth herein, Buyer will have full authority to carry out the provisions of this Agreement; and (ii) Buyer is purchasing the Property "AS IS", and Buyer is not relying on any representations or warranties of any kind or nature, express or implied, by or on behalf of Seller concerning the Property, except as expressly set forth in this Agreement. These warranties shall survive the close of escrow and the recording of the grant deed.

6. **Escrow.** Following execution of this Agreement, the parties shall open an escrow **Old Republic Title Company, 7451 N. Remington Avenue, Suite #102, Fresno, CA 93711** ("Title Company") and deposit this Agreement with the Title Company. This Agreement, when signed by both parties and deposited with the Title Company, will be the joint escrow instructions. Buyer and Seller must sign any other form instructions required by Title Company that are not inconsistent with the terms of this Agreement.

- 6.1 Deposits into escrow. Buyer and Seller shall deposit all documents, money, and other items with the Title Company that are: (i) identified in this Agreement, or (ii) required by the Title Company in order to close escrow as provided herein.
- 6.2 Title. Seller must convey title to the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to title exceptions numbered 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 as listed in the preliminary title report order no. 1411025442 issued by Title Company on April 1, 2022 ("Title Report"). A copy of the Title Report is attached hereto as Exhibit "B" and incorporated herein by this reference.
- 6.3 Title and closing costs. Seller must pay any costs of clearing and conveying title in the condition described in Section 6.2 above, including but not limited to any amount necessary to satisfy and discharge any obligations associated with the partial or full reconveyance of any deed(s) of trust, except for one-time fees charged by lenders, and any delinquent and/or unpaid taxes, assessments, or liens. Buyer shall pay the costs of any owner's title policy in an amount specified by Buyer, insuring Buyer's title in the condition described in Section 6.2, all escrow fees, and costs, including costs to record the grant deed, if any.
- 6.4 Close of escrow. Close of escrow shall occur within five (5) business days after all conditions set forth in this Agreement have been satisfied or waived and shall be deemed to be the date on which the grant deed is recorded in the Official Records of Fresno County, California ("close of escrow"). The parties anticipate close of escrow occurring within **thirty (30) days** after the Effective Date.
- 6.5 Prorations. Real property taxes prorated to the close of escrow shall be paid by Seller at the close of escrow. Buyer, as a public agency, is not obligated to pay property taxes. Assessments or other charges with respect to the Property shall be prorated between Seller and Buyer based on a thirty (30) day month.
- 6.6 Obligations of Buyer. Subject to the conditions precedent and in addition to performance by Buyer of all obligations of Buyer contained in this Agreement, on or before one (1) business day prior to close of escrow, Buyer shall deposit the following with the Title Company: (i) the sum Buyer is responsible for as described in Section 6.3 above; and (ii) a Certificate of Acceptance meeting the requirements of California Government Code section 27281.
- 6.7 Obligations of Seller. In addition to fulfilling any other Seller obligations contained in this Agreement, on or before one (1) business day prior to close of escrow, Seller shall deposit the following with the Title Company: (i) a grant deed transferring fee simple title to the Property duly executed by Seller in recordable form; (ii) all sums described in section 6.3 above, including, but not limited to, sums necessary to cancel or pay taxes, special taxes, fees, charges, assessments, and other sums necessary to deliver free and clear title in accordance with Section 6.2 above, if any; and (iii) documents reasonably required of Seller by Title Company to carry out close of escrow.
- 6.8 Disbursements. At close of escrow, Title Company shall: (i) disburse the Purchase Price to Seller, less Seller's costs to clear title, prorations, and other applicable costs, if any; (ii) provide Buyer with the owner's title policy in an amount specified by Buyer, insuring

Buyer's title in the condition described in Section 6.2, to Buyer; and (iii) provide closing statements to Buyer and Seller respectively.

- 6.9 Risk of loss. Risk of loss or damage to the Property, or any improvements thereon, shall pass from Seller to Buyer upon close of escrow.

7. Conditions precedent. Close of escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the conditions precedent stated herein, including Buyer's and Seller's performance of all their respective obligations under this Agreement, and that all of the representations and warranties of the parties remain true as of the close of escrow. The conditions are solely for Buyer's benefit unless otherwise indicated. Each condition must be satisfied, or Buyer must waive it in writing prior to close of escrow. If any condition is not satisfied within sixty (60) days after the Effective Date, Buyer may waive the condition and close escrow, or the parties may mutually agree in writing to extend the escrow to provide additional time to satisfy the condition(s), or Buyer may terminate this Agreement by giving the Seller and Title Company five (5) days prior written notice. After expiration of said five (5) days, this Agreement, and the escrow shall terminate. Upon termination, the Title Company shall return any documents and money deposited into escrow to the respective depositor, after deducting any escrow cancellation fee, and Buyer will have no further obligation to Seller. Termination pursuant to this section shall not deprive Buyer of any rights authorized by Section 3 of this Agreement.

8. Buyer's right to enter Property; Date of Possession. Upon execution of this Agreement, Seller hereby grants to Buyer, its agents, employees, permittees, contractors, or assigns, an immediate right to, at commercially reasonable times, enter upon, over, across, and under the Property, for purposes necessary or convenient to constructing the Project and accomplishing all necessary incidents thereto, including but not limited to, investigations, tests, and the removal, disposal, repair, and/or replacement of existing improvements on the Property. Such right of entry shall be irrevocable. The parties agree and confirm that notwithstanding other provisions of the Agreement, the right of possession and use of the Property by Buyer shall commence on the Effective Date noted in the opening paragraph of this Agreement. The Purchase Price provided herein includes full payment of compensation to Seller for such possession and use of the Property, including damages, if any. Buyer shall use reasonable care in connection with any such entry upon the Property and shall cure or indemnify Seller for any actual damage to any remainder portion of the Seller's parcel from which the Property is derived caused by Buyer, its agents, employees, permittees, contractors, or assigns during construction of the Project. Buyer shall hold Seller harmless from any and all claims, damages, costs, losses and expenses arising out of or resulting from such entry and/or activities upon the Property; provided, however, this agreement of indemnification does not extend to any damage Seller may suffer by reason of the presence or discovery of hazardous waste on the Property (including any perceived or actual loss of value of the Property), nor does it indemnify Seller from any liability as a consequence of the presence or discovery of hazardous waste on the Property. Except as otherwise provided, the obligations of this Section shall survive close of escrow or the earlier termination of this Agreement.

9. Miscellaneous Provisions.

- 9.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.

- 9.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and duly given on the date of service, if served personally on the person to receive the notice, or delivered by depositing the notice or communication in the U. S.

mail, postage prepaid, and addressed to the relevant party at the address set forth below.

To Seller:

P.R. Farms, Incorporated, A California
Corporation
Attn: Patrick Ricchiuti
2917 E. Shepherd Ave.
Clovis, CA 93619

To Buyer:

City of Clovis
Planning and Development Services
Department
Attn: City Engineer
1033 Fifth Street
Clovis, CA 93612

- 9.3 **Entire Agreement.** This Agreement is the entire agreement between Seller and Buyer regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understandings, written or oral. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement.
- 9.4 **Amendment or Termination.** This Agreement may only be amended or terminated by mutual written consent of the Seller and Buyer, unless otherwise expressly provided herein.
- 9.5 **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The Buyer may assign this agreement and its rights hereunder.
- 9.6 **Time of the Essence.** Time is of the essence of each term in this Agreement.
- 9.7 **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed according to California law.
- 9.8 **Authority.** Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of and fully bind such party.
- 9.9 **Waiver.** Any party's waiver of a breach of any provision herein will not be a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- 9.10 **Severability.** The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.
- 9.11 **Interpretation.** This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.
- 9.12 **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

WHEREFORE, Buyer and Seller, by their signatures below, enter into this Agreement effective on the Effective Date set forth above.

BUYER:

City of Clovis

By: _____
John Holt, City Manager

Date: _____

SELLER:

P.R. Farms, Incorporated, A California Corporation

By: 
Patrick Ricchiuti, Trustee

Date: November 16, 2023

**FOR THE BENEFIT OF THE CITY OF CLOVIS,
FREE RECORDING IN ACCORDANCE WITH
CALIFORNIA GOVERNMENT CODE SECTIONS
6103 AND 27383.**

**RECORDING REQUESTED BY AND WHEN
RECORDED MAIL DOCUMENT TO:**

CITY OF CLOVIS
1033 Fifth Street
Clovis, CA 93612

9788 North Willow Avenue
Clovis, CA 93611

Space Above This Line for Recorder's Use Only

- Exempt from fees per Government Code Sections 6103 and 27383
- Exempt from SB2 fees per Government Code Section 27388.1(a)(2)(D)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

P.R. Farms, Incorporated, a California Corporation (GRANTOR), hereby GRANTS in fee, to **the City of Clovis, a California municipal corporation (GRANTEE)**, a right-of-way for public street and utility purposes over, under, through and across that Real Property situated in the City of **Clovis**, County of **FRESNO**, State of **California** more particularly described and shown as follows:

See attached Exhibits "A" and "B"

P.R. Farms, Incorporated, a California Corporation

BY: 

DATE: November 16, 2023

Name: Patrick Ricchiuti
Its: Trustee

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno)

On November 16, 2023 before me, Isabel F. Trejo, Notary Public
(insert name and title of the officer)

personally appeared Patrick Ricchiuti,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Isabel F. Trejo (Seal)



Exhibit A

That portion the Northwest quarter of the Northwest quarter of Section 19, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California described as follows:

Commencing at the Northwest corner of said Northwest quarter of Section 19, thence North 90°00'00" East along the north line of said Northwest quarter of Section 19, a distance of 1414.31 feet to the intersection with the middle North and South line of said Northwest quarter of Section 19;

Thence South 1°06'55" East along said middle North and South line, 971.49 feet to the True Point of Beginning;

Thence continuing along said middle North and South line, South 1°06'55" East, 225.00 feet to the Northeast corner of Parcel B in the Grant Deed recorded March 5, 1997 as Document No. 97030707, Official Records Fresno County;

Thence along the north line of said Parcel B, South 88°30'47" West, 336.51 feet;

Thence parallel with said middle North and South line, North 1°06'55" West, 225.00 feet;

Thence parallel with said North line of Parcel B, North 88°30'47" East, 336.51 feet to said middle North and South line and the True Point of Beginning.

See Exhibit B attached hereto and by this reference made part hereof.

Containing approximately 1.74 acres.

TOGETHER WITH an easement for access purposes over and across that portion of the Northwest quarter of the Northwest quarter of Section 19, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California described as follows:

Commencing at the Northwest corner of said Northwest quarter of Section 19, thence North 90°00'00" East along the north line of said Northwest quarter of Section 19, a distance of 1414.31 feet to the intersection with the middle North and South line of said Northwest quarter of Section 19;

Thence along said middle North and South line, South 1°06'55" East, 30.01 feet to the intersection with a line that is parallel with and 30.00 feet South of said north line, being the True Point of Beginning;

Thence continuing along said middle North and South line, South 1°06'55" East, 941.48 feet;

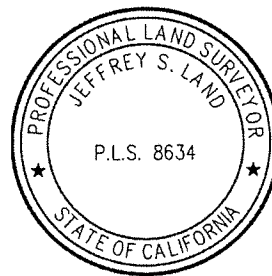
Thence South 88°30'47" West, 20.00 feet to the intersection with a line that is parallel with and 20.00 feet West of said middle North and South line;

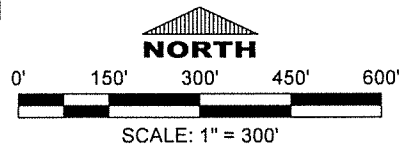
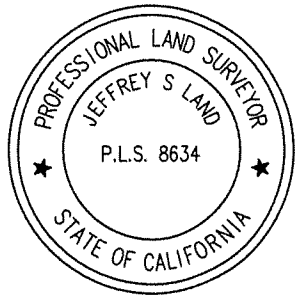
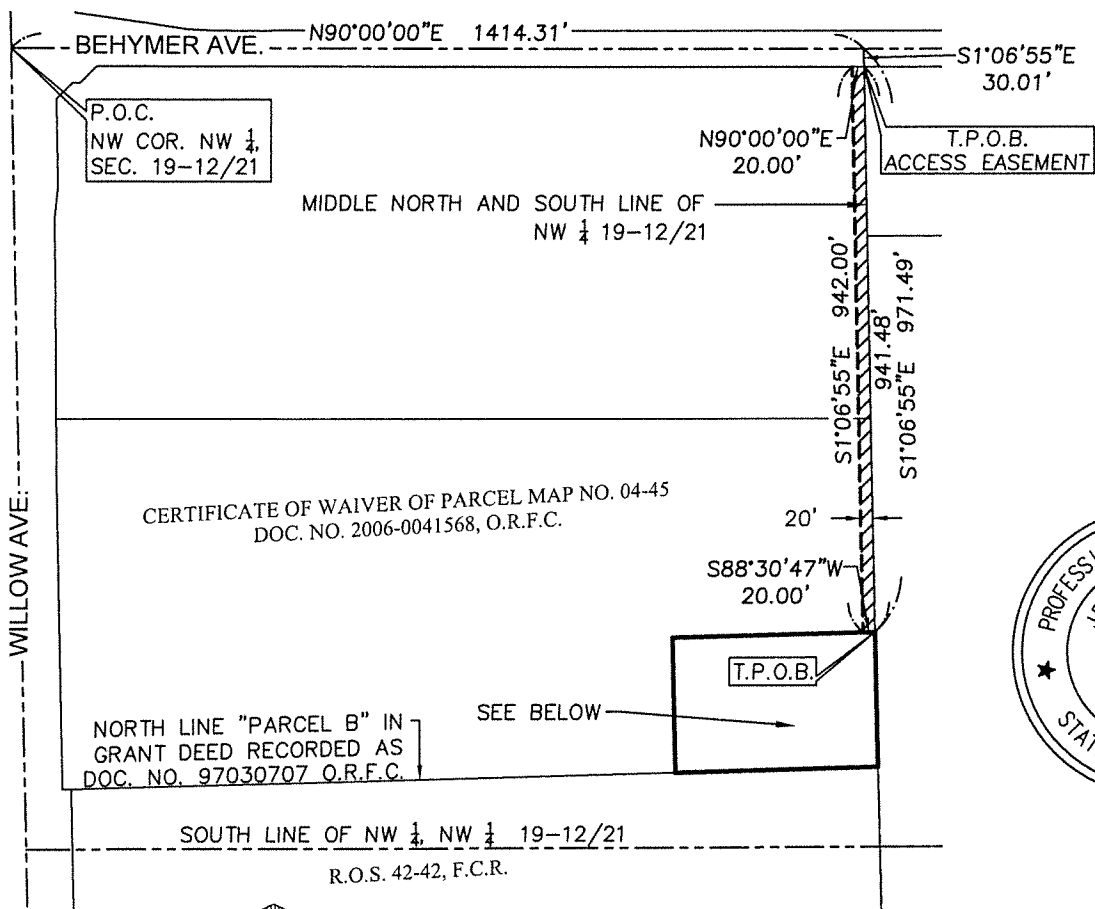
Thence along last said parallel line North 1°06'55" West, 942.00 feet to the intersection with a line that is parallel with and 30.00 feet South of said north line;

Thence along last said parallel line, North 90°00'00" East, 20.00 to the intersection with said middle North and South line and the True Point of Beginning.

See Exhibit B attached hereto and by this reference made part hereof.



For the purposes of this legal description, the Basis of Bearings is the north line of the Northwest quarter of Section 19, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, per the Record of Survey recorded in Book 42 of Record of Surveys at Page 42, Fresno County Records. Taken to bear North 0°00'00" East.

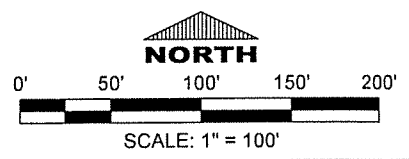
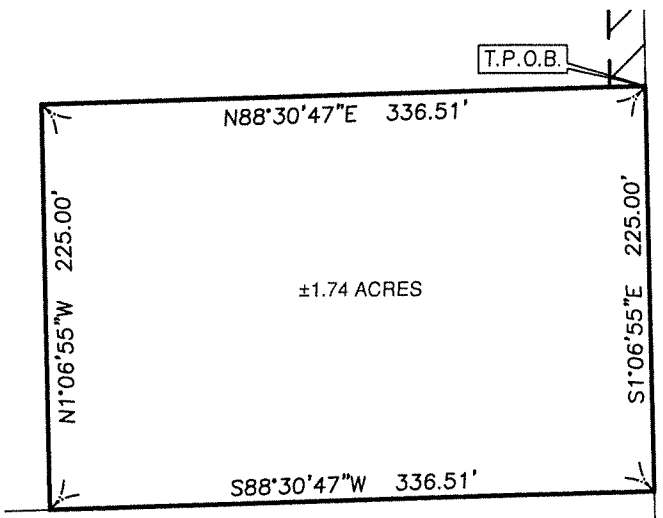




NOTE: THE BASIS OF BEARINGS IS THE NORTH LINE OF THE NORTHWEST 1/4 OF SEC. 19, 12/21, PER THE RECORD OF SURVEY RECORDED IN BOOK 42 OF RECORD OF SURVEYS AT PAGE 42 F.C.R. TAKEN TO BEAR: N90°00'00"E (EAST)

LEGEND

-  AREA TO BE GRANTED IN FEE TO THE CITY OF CLOVIS. CONTAINING ±1.74 ACRES
-  20' ACCESS EASEMENT TO THE CITY OF CLOVIS. CONTAINING ±18,835 SQ. FT.
- F.C.R. FRESNO COUNTY RECORDS
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R.O.S. RECORD OF SURVEYS



H:\SURVEY\PROJECTS\WATER STORAGE RESEVOIR #9 - DEED\EXHIBITS\T9 & T10 EXHIBIT.DWG

CITY OF CLOVIS - PLANNING AND DEVELOPMENT SERVICES



EXHIBIT "B"

APN: 556-010-39

SITUATED IN THE NW QUARTER OF SEC. 19, T 12 S, R 21 E, M.D.B.&M.

DATE:	2/2/23
PROJECT:	WATER TANK 10
DRAWN BY:	J.S.L.
SCALE:	AS SHOWN
SHEET:	1 OF 1

ORDER NO. : 1411025442

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of Fresno, State of California, and is described as follows:

The Northwest quarter of the Northwest quarter of Section 19, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Township Plats;

EXCEPTING THEREFROM that portion of the Northwest quarter of said Section 19, lying within the following described Parcel:

Beginning at a point 1366.5 feet South 01° 05' 23" East of the Northwest corner of the Northwest quarter of said Section 19, and running North 88° 30' 47" East, a distance of 1414.73 feet to the middle of the Northwest quarter of said Section 19, thence North 01° 06' 58" West, along the middle North and South line of the Northwest quarter of said Section 19, a distance of 133.30 feet, thence; South 88° 30' 47" West to the West line of said Section 19; thence South 01° 05' 23" East along the West line of Section 19, a distance of 133.30 feet to the point of beginning;

ALSO EXCEPTING THEREFROM that portion of the Northwest quarter of Section 19, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, pursuant to Certificate of Waiver of Parcel Map No. 04-05 [recorded as Instrument No. 0641568](#), and being more particularly described as follows:

Beginning at the Northwest corner of said Section 19, thence South 01° 05' 17" West, along the West line of said Section 19, a distance of 616.10 feet; thence North 90° 00' 00" East, parallel with the North line of said Section 19, a distance of 1414.60 feet to the middle North & South line of the Northwest quarter of said Section 19; thence North 01° 06' 55" West, along the middle North & South line of the Northwest quarter of said Section 19, a distance of 616.10 feet to the North line of said Section 19; thence North 90° 00' 00" West, along the North line of said Section 19, a distance of 1414.31 feet to the point of beginning.

Also Excepting Therefrom that portion of land lying within the property described above and conveyed to the City of Clovis, a California municipal corporation for public street and utility purposes as described in the Grant Deed recorded July 2, 2019 in Official Records under [Recorder's Serial Number 2019-0072571](#), and more particularly described as follows:

That portion of the Northwest Quarter of the Northwest Quarter of Section 19, Township 12 South, Range 21 East, Mount Diablo Basa and Meridian according to the official plat thereof described as follows:

BEGINNING at the Northwest Corner of said Section 1.9; thence South 88°39'32" East along the North Line of the Northwest Quarter of Section 19, a distance of 140.77 feet; thence South 1°20'28" West, a distance of 30.00 feet to a point lying 30.00 feet south of said North Line; thence South 45°43'44" West, a distance of 38.48 feet to a point lying:57.50 feet south of said North Line; thence North 88°39'32" West and parallel with said North Line, a distance of 12.36 feet; thence South 45°43'44" West, a distance of 37.70 feet to a point lying 73.50 feet East of the West Line of said Section 19; thence South 0°15'05"

West and parallel with said West Line, a distance of 143.44 feet; thence South 7°21'10" West, a distance of 56.62 feet to a point lying 66.50 feet East of said West Line; thence South 0°15'05" West and parallel with said West Line, a distance of 99.53 feet; thence South 1°02'21" West, a distance of 327.30 feet to a point lying 62.00 feet East of said West Line; thence South 0°15'05" West and parallel with said West Line, a distance of 520.48 feet to a point on the North Line of the property described as Parcel B in the Grant Deed to Helen Esther Steinhauer recorded March 5, 1997 as Document No. 97030707, Official Records Fresno County; thence South 89°51'12" West along said North Line, a distance of 62.00 feet to a point on the West Line of said Section 19; thence North 0°15'05" East along said West Line, a distance of 123320 feet to the Point of Beginning.

APN: 556-010-39


OLD REPUBLIC TITLE COMPANY
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

 7451 North Remington Ave. #102
 Fresno, CA 93711
 (559) 440-9249 Fax: (559) 447-1643

PRELIMINARY REPORT

Our Order Number 1411025442-GR

CITY OF CLOVIS

, CA

When Replying Please Contact:

 Gaile Rock
 (559) 440-9249

Buyer:

City of Clovis

Property Address:

 9788 North Willow Avenue, Clovis, CA 93611
 [Unincorporated area of Fresno County]

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of April 1, 2022, at 8:00 AM

OLD REPUBLIC TITLE COMPANY
 For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411025442-GR

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy - 1990. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

P.R. Farms, Incorporated, a California Corporation

The land referred to in this Report is situated in the unincorporated area of the County of Fresno, State of California, and is described as follows:

The Northwest quarter of the Northwest quarter of Section 19, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, according to the United States Township Plats;

EXCEPTING THEREFROM that portion of the Northwest quarter of said Section 19, lying within the following described Parcel:

Beginning at a point 1366.5 feet South 01° 05' 23" East of the Northwest corner of the Northwest quarter of said Section 19, and running North 88° 30' 47" East, a distance of 1414.73 feet to the middle of the Northwest quarter of said Section 19, thence North 01° 06' 58" West, along the middle North and South line of the Northwest quarter of said Section 19, a distance of 133.30 feet, thence; South 88° 30' 47" West to the West line of said Section 19; thence South 01° 05' 23" East along the West line of Section 19, a distance of 133.30 feet to the point of beginning;

ALSO EXCEPTING THEREFROM that portion of the Northwest quarter of Section 19, Township 12 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, State of California, according to the Official Plat thereof, pursuant to Certificate of Waiver of Parcel Map No. 04-05 [recorded as Instrument No. 06-41568](#), and being more particularly described as follows:

Beginning at the Northwest corner of said Section 19, thence South 01° 05' 17" West, along the West line of said Section 19, a distance of 616.10 feet; thence North 90° 00' 00" East, parallel with the North line of said Section 19, a distance of 1414.60 feet to the middle North & South line of the Northwest quarter of said Section 19; thence North 01° 06' 55" West, along the middle North & South line of the Northwest quarter of said Section 19, a distance of 616.10 feet to the North line of said Section 19; thence North 90° 00' 00" West, along the North line of said Section 19, a distance of 1414.31 feet to the point of beginning.

Also Excepting Therefrom that portion of land lying within the property described above and conveyed to the City of Clovis, a California municipal corporation for public street and utility purposes as described in the Grant Deed recorded July 2, 2019 in Official Records under [Recorder's Serial Number 2019-0072571](#), and more particularly described as follows:

That portion of the Northwest Quarter of the Northwest Quarter of Section 19, Township 12 South, Range 21 East, Mount Diablo Basa and Meridian according to the official plat thereof described as follows:

BEGINNING at the Northwest Corner of said Section 1.9; thence South 88°39'32" East along the North Line of the Northwest Quarter of Section 19, a distance of 140.77 feet; thence South 1°20'28" West, a distance of 30.00 feet to a

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411025442-GR

point lying 30.00 feet south of said North Line; thence South 45°43'44" West, a distance of 38.48 feet to a point lying 57.50 feet south of said North Line; thence North 88°39'32" West and parallel with said North Line, a distance of 12.36 feet; thence South 45°43'44" West, a distance of 37.70 feet to a point lying 73.50 feet East of the West Line of said Section 19; thence South 0°15'05" West and parallel with said West Line, a distance of 143.44 feet; thence South 7°21'10" West, a distance of 56.62 feet to a point lying 66.50 feet East of said West Line; thence. South 0°15'05" West and parallel with said West Line, a distance of 99.53 feet; thence South 1°02'21" West, a distance of 327,30 feet to 4 point lying 62.00. feet East of said West Line; thence South 0°15'05" West and parallel with said West Line, a distance of 520.48 feet to a point on the North Line of the property described as Parcel B in the Grant Deed to Helen Esther Steinhauer recorded March 5, 1997 as Document No. 97030707, Official Records Fresno County; thence South 89°51'12" West along said North Line, a distance of 62.00 feet to a point on the West Line of said Section 19; thence North 0°15'05" East along said West Line, a distance of 123320 feet to thePoint of Beginning.

APN: 556-010-39

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2022 - 2023, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, as follows:

Assessor's Parcel No	:	556-010-39	
Code No.	:	076-052	
1st Installment	:	\$13,547.47	Marked Paid
2nd Installment	:	\$13,547.47	Delinquent
Penalty	:	\$1,364.73	
Land Value	:	\$2,041,777.00	
Imp. Value	:	\$78,500.00	

NOTE: Owing to the volume of payments received by the County Tax Collector at this time, the taxes may have been paid, but do not show as paid on the tax roll.

3. Supplemental taxes, general and special, for the fiscal year 2020 - 2021 as follows:

Assessor's Parcel No.	:	556-010-39	
1st Installment	:	\$42.74	Marked Paid
All Due & Payable on	:	December 9, 2021	
2nd Installment	:	\$42.74	Marked Paid
All Due & Payable on	:	December 9, 2021	

OLD REPUBLIC TITLE COMPANY
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4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

5. Said land lies within the Fresno Metropolitan Flood Control District and is subject to Drainage Fees and/or Requirements to Construct Planned Local Drainage Facilities, as disclosed by instrument:
 - Entitled : Resolution No. 1816 – The Board of Directors of the Fresno Metropolitan Flood Control District
 - By : The Board of Directors of the Fresno Metropolitan Flood Control District
 - Recorded : July 31, 1995 as Series Number 95092128
 - Returned to : 5469 E. Olive Avenue, Fresno, CA 92727
 - Address

6. Assessment No. 6805 for Fresno Metropolitan Flood Control District payable with the real property taxes.

7. Regulations, levies, liens, and assessments, if any, of Fresno Irrigation District.

8. Water rights, claims or title to water, whether or not shown by the public records.

9. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of North Willow Avenue.

10. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
 - Instrument : Easement
 - Granted To : County of Fresno
 - For : Public road and incidental purposes
 - Recorded : [January 5, 1881 in Book T of Deeds, Page 560](#)
 - Affects : As described therein

11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
 - Instrument : Easement
 - For : roads and water ditches and incidental purposes
 - Recorded : [October 10, 1899 in Book 229 of Deeds, Page 475](#)
 - Affects : Exact location cannot be determined

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411025442-GR

And recorded [October 15, 1902 in Book 273 of Deeds, Page 376](#) .

The present ownership of said easement and other matters affecting the interests thereto, if any, are not shown herein.

12. The fact that a portion of said property lies within the precise plan lines, which affect the Record of Surveys for Chestnut-Willow and Friant Road as provided in Serial No. 37 of Ordinance No. 3807 (Master Plan Ordinance) of the City of Fresno, California, recorded April 11, 1962 in [Book 22, Pages 17](#) to 50, of Record of Surveys.

13. Williamson Act – Land Conservation contract, as follows:

City/County : County of Fresno
 Landowner : The Testamentary Trust of Oscar Steinhauer, Deceased
 Recorded : [February 26, 1970 in Book 5764 of Official Records, Page 215 under Recorder's Serial Number 13570](#)
 Contract/File No : Not shown

NOTE: In connection therewith, a document as follows:

Entitled : Notice of Non-Renewal
 By : Fresno County
 Recorded : [August 15, 2013 in Official Records under Recorder's Serial Number 2013-0116361](#)

14. Offer of Dedication in an instrument,

Entitled : Irrevocable Offer of Conveyance (Easement)
 To : The County of Fresno
 For : A future Public Road
 Recorded : [February 21, 2006 in Official Records under Recorder's Serial Number 2006-0036625](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411025442-GR

15. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$10,705,000.00
 Trustor/Borrower : P.R. Farms, Incorporated, a California Corporation, as to Parcels 1, 11, and 12
 Trustee : Central Valley Community Bank, a California Corporation
 Beneficiary/Lender : Central Valley Community Bank, a California Corporation
 Dated : June 8, 2016
 Recorded : [June 24, 2016 in Official Records under Recorder's Serial Number 2016-0081788-00](#)

And as modified by instrument, recorded [July 22, 2016 in Official Records under Recorder's Serial Number 2016-0094992](#)

And as modified by instrument, recorded [August 22, 2016 in Official Records under Recorder's Serial Number 2016-0110139](#)

And as modified by instrument, recorded [April 7, 2017 in Official Records under Recorder's Serial Number 2017-0043620-00](#)

NOTE: In connection therewith, the following:

Document
 Entitled : Partial Reconveyance
 Recorded : [January 31, 2019 in Official Records under Recorder's Serial Number 2019-0010299](#)

Upon receipt of evidence satisfactory to this Company that the indebtedness and/or obligations secured by said Deed of Trust have been satisfied, or that the property in question is no longer to be security for said indebtedness or obligations, we will supplement our report accordingly.

NOTE: Partial Reconveyance(s) recorded as follows:

Recorded : [July 2, 2019 in Official Records under Recorder's Serial Number 2019-0072569](#)
 Affecting : A portion of APN: 556-010-39 and other property

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16. Matters as contained or referred to in an instrument,

Entitled : Hazardous Substances Certificate and Indemnity Agreement
 Recorded : [June 24, 2016 in Official Records under Recorder's Serial Number 2016-0081790-00](#)

Affects this and other property.

17. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$10,000,000.00
 Trustor/Borrower : P.R. Farms, Incorporated, a California Corporation, as to Parcels 1, 11, and 12
 Trustee : Central Valley Community Bank, a California Corporation
 Beneficiary/Lender : Central Valley Community Bank, a California Corporation
 Dated : June 8, 2016
 Recorded : [June 24, 2016 in Official Records under Recorder's Serial Number 2016-0081789-00](#)

Affects this and other property.

And as modified by instrument, recorded [April 7, 2017 in Official Records under Recorder's Serial Number 2017-0043621-00](#)

NOTE: Said Deed of Trust appears to secure a Revolving Line or Equity Line of Credit. If this loan is to be paid off and reconveyed through this transaction, the Company will require a written statement from the Beneficiary/Lender that a freeze is in effect on the account, and that the demand for payoff from the Beneficiary/Lender states that a reconveyance will be issued upon payment of the amounts shown therein.

The Beneficiary/Lender may be assisted in freezing this account by receiving a creditline freeze authorization letter signed by the Trustor/Borrower/Seller with the request for payoff demand. A sample copy of a typical such letter is available from the Company upon request.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411025442-GR

NOTE: Partial Reconveyance(s) recorded as follows:

Recorded : [July 2, 2019 in Official Records under Recorder's Serial Number 2019-0072570](#)
 Affecting : A Portion of APN: 556-010-39 and other property

18. Matters as contained or referred to in an instrument,

Entitled : Hazardous Substances Certificate and Indemnity Agreement
 Recorded : [June 24, 2016 in Official Records under Recorder's Serial Number 2016-0081791-00](#)

Affects this and other property.

19. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

20. Any unrecorded and subsisting leases.

21. The requirement that the Company be provided with a copy of the "rent roll" and "tenant estoppel certificates" for its review.

The Company may have different and/or additional requirements after its review.

22. The requirement that this Company be provided with an opportunity to inspect the land (the Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection).

23. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411025442-GR

- 24. Satisfactory evidence furnished to this Company:
 - (a) as to the due formation and continued existence of P.R. Farms, Incorporated, a California Corporation as a legal entity under the laws of California; and
 - (b) documents from its board of directors authorizing this transaction and specifying the officers to execute on behalf of the corporation.

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 & 2.1.
- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and said land is unimproved. Said vacant land is known as: 9788 North Willow Avenue Clovis, CA 93611

The ALTA loan policy, when issued, will contain the CLTA Modified 100 (TIM-52) and Modified 116 (TIM-58) endorsements. The referenced modifications to both endorsements delete only non-applicable coverage relating to improvements located upon said land.

Unless shown elsewhere in the body of this report, there appears of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

- C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument
 Entitled : Grant Deed
 By/From : Donna Fontaine
 To : P.R. Farms, Incorporated, a California corporation
 Recorded : [August 7, 2015 in Official Records under Recorder's Serial Number 2015-0101434](#)

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1411025442-GR

NOTE:

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a “Restrictive Covenant Modification” form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the “Restrictive Covenant Modification” (“RCM”) form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder’s Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder’s Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder’s Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder’s Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder’s Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The “Restrictive Covenant Modification” form is linked below:

[Restrictive Covenant Modification form](#)

Exhibit I

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11/09/18)**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses which arise by reason of:

1. (a) Any law, ordinance, or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the land;
 - (ii) the character, dimensions, or location of any improvement now or hereafter erected on the land;
 - (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing-business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE**SCHEDULE B - PART I**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.



FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
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How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver’s license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates’ everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
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Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Old Republic Title doesn’t jointly market.

Affiliates Who May be Delivering This Notice				
American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	Kansas City Management Group, LLC	L.T. Service Corp.
Lenders Inspection Company	Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.
Old Republic National Commercial Title Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.
RamQuest Software, Inc.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	The Title Company of North Carolina
Trident Land Transfer Company, LLC				

Updated: January 1, 2021

Privacy Notice for California Consumers

This Privacy Notice for California Consumers supplements the information contained in the Master Privacy Notice for Old Republic Title and applies to consumers that reside in the State of California. The terms used in this Privacy Notice have the same meaning as the terms defined in the California Consumer Privacy Act (“CCPA”).

What Personal Information We Collect

In accordance with the CCPA, personal information is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal information does not include:

Information outside the scope of the CCPA such as:

- Health or medical information covered by the Health Insurance Portability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA).
- Personal Information covered by the Gramm-Leach-Bliley Act (GLBA), the Fair Credit Reporting Act (FCRA), the California Financial Information Privacy Act (FIPA), and the Driver’s Privacy Protection Act of 1994,
- Publicly available information that is available from federal, state, or local government records, and
- De-identified or aggregated consumer information.

Please see the chart below to learn what categories of personal information we may have collected about California consumers within the preceding twelve months, the sources of and business purposes for that collection and the third parties with whom the information is shared, if any.

Category	Examples	Collected	Sources	Business Purpose for Collection	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, Internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious,	Service providers associated with the transaction for a business purpose

				deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

	medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).				
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	Yes	Consumers, Lenders, Brokers, Attorneys, Real Estate Agents, and Title Agents associated with the transaction	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

What Personal Information We Share and Why We Share It

The CCPA requires us to tell you what categories of personal information we “sell” or “disclose.” We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, including the personal information of persons under 16 years of age, as that term is defined by the CCPA. When it is necessary for a business purpose, we share or disclose your personal information with a service provider, and we enter a contract with the service provider that limits how the information may be used and requires the service provider to protect the confidentiality of the information.

In the preceding twelve months, we have disclosed the following categories of personal information for the following business purposes. Where the personal information is shared with third parties, as that term is defined in the CCPA, the category of the third party is indicated.

Category	Examples	Business Purpose for Disclosure	Categories of Third Parties with Whom Information is Shared
Identifiers	Real name, alias, postal address, unique personal identifier, online identifier, internet protocol address, email address, account name, social security number, driver’s license number, passport number or other similar identifiers	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Personal information described in California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. “Personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints, detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose

Characteristics of protected classifications under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religions or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, or genetic information (including familial genetic information).	Underwriting or providing other products or services, responding to policyholder/consumer claims, inquiries or complaints. Other audit or operational purposes.	Service providers associated with the transaction for a business purpose
Internet or other electronic network activity	Browsing history, search history, information about a consumer's interaction with a website, application, or advertisement.	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity. Other audit or operational purposes.	Not Disclosed
Geolocation data	Geographic tracking data, physical location and movements	To provide access to certain online services. To understand the interests of visitors to our online services, to support certain features of our site, for navigation and to display certain features more effectively. Other audit or operational purposes.	Not Disclosed

We may also transfer to a third party the personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business.

Your Rights and Choices

The CCPA provides California consumers with certain rights regarding their personal information. This chart describes those rights and certain limitations to those rights.

Right	What This Means
Notice	At or before the time your personal information is collected, you will be given written notice of the categories of personal information to be collected and the purposes for which the categories of personal information will be used.
Access	At your verifiable request, but no more than twice in a twelve month period, we shall disclose to you: 1) the categories of personal information we have collected about you, 2) the

	<p>categories of sources for the personal information we collected about you, 3) our business and commercial purpose for collecting or selling your personal information, 4) the categories of third parties with whom we share your personal information, 5) The specific pieces of information we have collected about you, 6) the categories of personal information disclosed for a business purpose, and</p> <p>7) If we sold personal information, the categories of personal information sold and the categories of third parties to whom it was sold.</p>
Deletion	<p>You have the right to request that we delete any of your personal information that we collected from you, subject to certain exceptions. Once we receive and verify your request, we will delete (and direct our service providers to delete) your personal information from our records unless an exception applies. We may deny your request if retention of the information is necessary for us or our service providers to:</p> <ul style="list-style-type: none"> • Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you. • Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities. • Debug products to identify and repair errors that impair existing intended functionality. • Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law. • Comply with the California Electronic Communications Privacy Act (Cal. Penal Code §1546 et seq.) • Engage in public or peer reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent. • Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us. • Comply with a legal obligation. • Make other internal and lawful uses of that information that are compatible with the context in which you provided it. • Or if it is the type of personal information that falls outside the scope of the CCPA, (HIPAA, CIMA, GLBA, or publicly available information)
Opt-Out of Sale	<p>With some limitations, you may direct a business that sells personal information to third parties not to sell the personal information to these third parties.</p> <p>A business may not sell the personal information of persons less than sixteen years of age without their affirmative consent, and in the case of those less than thirteen years of age, the consent must come from a parent.</p>
Opt-In to Sale	
Non-Discrimination	<p>We will not discriminate against you for exercising your rights under the CCPA. Unless otherwise permitted by the CCPA we will not:</p> <ul style="list-style-type: none"> • Deny you goods or service • Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties • Provide a different level or quality of goods or services • Suggest that you will receive a different price or rate for goods or services or a different level or quality of goods or services

To Exercise Your Rights

To Opt-out of the Sale of Your Personal Information

The CCPA gives consumers the right to direct a business that sells personal information about the consumer to third parties not to sell the consumer's personal information. We do not sell and will not sell your personal information as that term is commonly understood. We also do not sell and will not sell your personal information, as that term is defined by the CCPA.

To Request Access to or Deletion of Your Personal Information

To exercise your access or deletion rights described above, please submit a verifiable consumer request to us by either: Calling us at 1-855-557-8437 or contacting us through our website [CCPA Consumer Request](#).

Only you or your representative that you authorize to act on your behalf (Authorized Agent) can make a verifiable consumer request for your personal information. You may also make a request for your minor child. The verifiable request must provide enough information that allows us to reasonably verify you are the person about whom we collected personal information. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and to confirm the personal information relates to you.

We work to respond to a verifiable consumer request within 45 days of its receipt. If we require additional time, we will inform you of the extension period (up to an additional 45 days), and the reason for the extension in writing. If you have an account with us, we will deliver our response to that account. If you do not have an account with us, we will deliver our response by mail or electronically, depending on your preference. The response we provide will also explain any reasons why we cannot comply with a request.

You may only make a consumer request for access twice within a twelve-month period. Any disclosures we provide will apply to the twelve-month period preceding the consumer request's receipt.

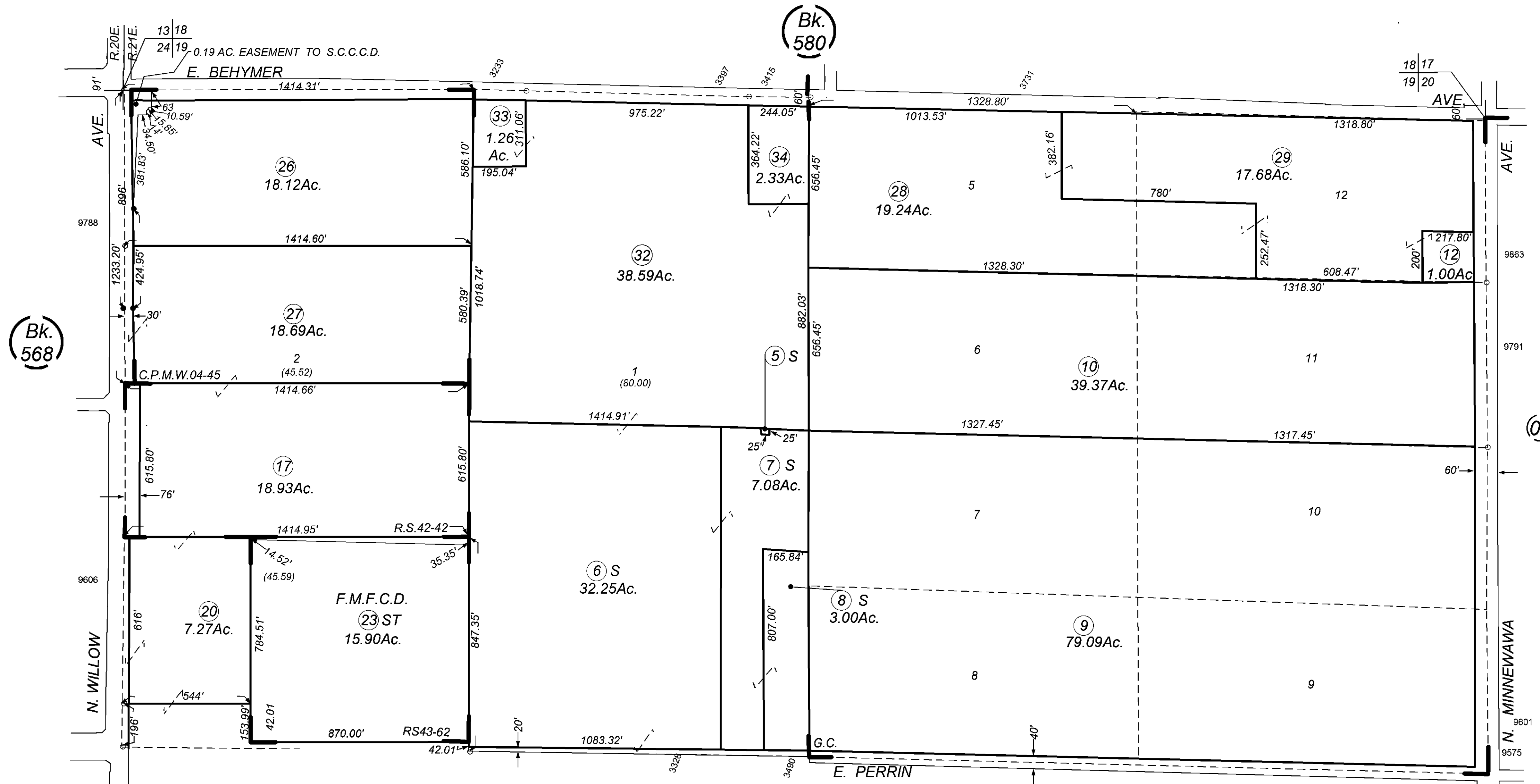
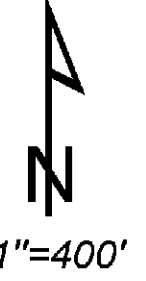
Contact Us

If you have any questions regarding our Privacy Notice or practices, please contact us via phone at 1-855-557-8437 or send your written request to: CCPA@oldrepublictitle.com, or Old Republic Title c/o CCPA Consumer Request Group, 275 Battery Street, Suite 1500, San Francisco, CA 94111-3334.

-NOTE-
 This map is for Assessment purposes only.
 It is not to be construed as portraying legal
 ownership or divisions of land for purposes
 of zoning or subdivision. law.

SUBDIVIDED LAND & POR. SEC.19, T.12S., R.21E., M.D.B.&M.

Tax Rate Area
 76-052



Certificate of Parcel Map Waiver No. 04-45, Doc. No. 41568, 02-27-06
 Garfield Colony - R.S.Bk.2, Pg.46
 Record of Survey - Bk. 42, Pg. 42
 Record of Survey - Bk. 43, Pg. 62

F.M.F.C.D. = Fresno Metropolitan Flood Control District
 S.C.C.C.D. = State Center Community College District

Note - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: January 8, 2024

SUBJECT: Consider Adoption – Ord. 23-12, an Ordinance of the City Council of the City of Clovis Amending Sections 5.22.02 and 5.22.05 of Chapter 5.22, of Title 5 of the Clovis Municipal Code Pertaining to Definitions and Regulations for Deliveries of Medical Marijuana within the City. (Vote: 4-0-1 with Councilmember Basgall absent.)

Staff: Karey Cha, City Clerk

Recommendation: Adopt

ATTACHMENTS: None.

This item is on the regular agenda because at introduction it was approved with a less than unanimous vote.

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



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Administration
 DATE: January 8, 2024
 SUBJECT: Consider Approval – Request for Street Closure by Hot Rods Fresno to Hold a Car Show on April 13, 2024.

Staff: Shawn Miller, Business Development Manager

Recommendation: Approve

ATTACHMENTS: 1. Letter to Old Town Merchants
 2. Summary of Old Town Special Events Ordinance

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

That the City Council consider approval of the request for street closure by Hot Rods Fresno to hold a car show on April 13, 2024.

EXECUTIVE SUMMARY

Staff requests street closure simultaneously, and in advance, to allow for proper event planning as described in Ordinance 00-03, adopted January 10, 2000. (Attachment 2)

As part of the process leading up to the request for City Council's approval, notification of all 2024 street closure requests was distributed to business owners, property owners, and residents located in the PBI. This notification was sent on November 6, 2023, (Attachment 1) and asked that any questions or concerns be directed to staff by November 20, 2023. No such questions or concerns were received prior to December 11, 2023.

On December 11, 2023, City Council reviewed all requests for Old Town street closures proposed for calendar year 2024. During this meeting, a member of the public, Business Organization of Old Town (BOOT) President Cora Shipley, requested that City Council deny the request by Hot Rods Fresno to hold a car show on April 13, 2024.

Except for this specific event, all other requests were approved by Council. In addition, Council directed staff to address potential parking issues associated with this request by removing public parking lots from the request and to work with Old Town Merchants and Hot Rods Fresno to determine whether a different day/date could be chosen for this event.

Following the December 11, 2023, Council meeting, staff met with merchants and members of Hot Rods Fresno. Based on these proceedings, Hot Rods Fresno requests the City Council consider approval of the original request for April 13, 2024, with a few minor modifications.

BACKGROUND

The Old Town Special Events Ordinance was adopted by Council on January 10, 2000, and provides guidelines for the operation of Old Town Special Events. A summary of the Old Town Special Events Ordinance is attached (Attachment 2).

A letter was sent to Old Town merchants and property owners on November 6, 2023 (Attachment 1), soliciting comments/concerns regarding the 2024 street closures. Staff received no comments or concerns on these events.

On December 11, 2023, all requests were presented to City Council for consideration of approval. During this Council meeting, an Old Town merchant, BOOT President Cora Shipley, addressed members of City Council with concerns about the Hot Rods Fresno Car Show proposed for April 13, 2024. Stated concerns included:

1. Too many events on Saturdays during the month of April.
2. Of the businesses located on Pollasky Avenue between Third Street and Bullard Avenue that are open on Saturday, a majority do not want another event to be held on a Saturday, and regular customers do not visit Old Town during events.

Following discussion with public and staff, Council approved all requests for street closure with the exception of the Hot Rods Fresno Car Show. Council directed staff to meet with all parties to address parking and consider changing the requested day and/or date of the event. Staff was also directed to bring the item back to Council on January 8, 2024.

Immediately following the meeting, staff briefly met with members of Hot Rod Fresno, Fresno Hot Rod Coalition, and the BOOT. During that meeting, names were provided of three specific business owners who they believed were opposed to this request.

On Tuesday, December 12, staff contacted the three business owners identified. All three business owners stated that they were not opposed to this event being held on April 13, 2024.

On Wednesday, December 13, staff met with members of Hot Rods Fresno and BOOT. During the meeting, it was stated that BOOT had spoken with fourteen business owners who were opposed to this event. No letters of complaint were provided to staff from the aforementioned business owners. An agreed upon solution could not be reached during this meeting due to the need for direction and a board vote by Hot Rods Fresno.

On Monday, December 18, members of Hot Rods Fresno contacted staff and asked that their original request date be presented to council again on January 8, 2024. Two changes would be

made to this request: the parking lots would not be included and the end time for the event would be moved from 5:00 P.M. to 3:00 P.M.

Since the requested date for street closure as presented in the December 11, 2023, meeting did not change, staff was not required to restart the process, as described in the Old Town Special Events Ordinance. However, in order to provide Old Town merchants an additional opportunity to ask questions and/or share concerns with staff related to the requested street closure, staff delivered by hand a notification of the changes to the proposed event (Attachment 1).

During the distribution of notifications, staff concentrated on the impacted area located on Pollasky between Third Street and Bullard Avenue and took the opportunity to discuss the process and status of this request with business owners. Out of 37 direct contacts, two merchants were opposed to holding any events on Saturdays unless the event(s) would only be held south of Fifth Street. To date, no other comments have been received.

FISCAL IMPACT

The City of Clovis is positively impacted by the proposed events. Local businesses benefit from large numbers of visitors and the City of Clovis benefits from the increased tax revenue. Hot Rods Fresno will bear the responsibility for all costs associated with this event.


REASON FOR RECOMMENDATION

Staff is recommending approval of the request by Hot Rods Fresno to hold a car show on April 13, 2024, due to the positive economic impact to the City of Clovis. Staff does note that two of the 37 direct contacts did not support the event, but staff is recommending approval based on the majority contacted not being in opposition.

ACTIONS FOLLOWING APPROVAL

1. Staff will notify BOOT and Hot Rods Fresno of Council's decision.
2. Staff will continue to work with Old Town Merchants, BOOT, and Hot Rods Fresno to move forward based on Council's final decision.

Prepared by: Shawn Miller, Business Manager

Reviewed by: City Manager 



CITY *of* CLOVIS

1033 FIFTH STREET • CLOVIS, CA 93612

December 20, 2023

Subject: 2024 Old Town Street Closures - Revised

Dear Old Town Merchant, Resident and/or Property Owner:

On Monday, December 11, City Council approved all requests for 2024 Old Town street closures with the exception of "Water Tower Car Show," proposed for Saturday, April 13, 2024. Council directed staff to complete additional work on this before resubmitting for consideration of approval. The promoters of the event have revised the footprint of the event to EXCLUDE any public parking lots. Also, the street closure end time has moved from 5:00 P.M. to 3:00 P.M.

Please review and forward any concerns, in writing, to my attention by Tuesday, January 2, 2024.

If you have any questions or need further information, please feel free to contact me at 324-2083, or by email at shawnm@cityofclovis.com.

Sincerely,

Shawn A. Miller, Business Development Manager
City of Clovis

ORDINANCE NO. 00-02**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADDING CHAPTER 20, OF TITLE 5, OF THE CLOVIS MUNICIPAL CODE PERTAINING TO OLD TOWN SPECIAL EVENTS****THE CITY COUNCIL OF THE CITY OF CLOVIS DOES ORDAIN AS FOLLOWS:****SECTION 1. Chapter 20, of Title 5, of the Clovis Municipal Code is added to read as follows:****Chapter 20: OLD TOWN SPECIAL EVENTS****Section 5.20.01 Findings and declaration of intent.**

The City Council finds and declares that it has historically closed City streets in portions of the downtown area, commonly referred to as Old Town Clovis, for the purpose of assisting certain community and regional events benefitting Old Town Clovis, the community at large and non-profit business organizations operating in the City. Control over the operation of these community and regional events has traditionally been turned over to the entity sponsoring the event. The City Council finds and declares that there is a need to provide written guidelines and regulations on how these Old Town community and regional events shall operate. In enacting this chapter, it is not the intent of the Council to declare all events held in Old Town Clovis a declared "Old Town Special Event." Events not declared "Old Town Special Events" shall be subject to other applicable City ordinances. (§ 1, Ord. 00-02, eff. February 17, 2000)

Section 5.20.03 Old Town Special Event.

(a) "Old Town Special Event" means any outdoor public event utilizing public areas, including streets and parking lots temporarily closed by the City Council, in the vicinity of Old Town Clovis, and which event has been declared an Old Town Special Event by resolution of the City Council. The outside maximum boundaries for a declared Old Town Special Event shall consist of the eastern line of the Clovis Old Town Trail (former railroad right-of-way corridor), the southern line of Barstow Avenue, the western line of Woodworth Avenue, and the northern line of Second Avenue.

Old Town Special Events include, but are not limited to, the following:

- (1) Farmers' Market, generally held from May to September;
- (2) Antique and Collectible Fair, generally held several times a year;
- (3) Clovisfest Musicale, generally held in September;
- (4) Big Hat Days, generally held in April;
- (5) Children's Christmas Parade, generally held in December.

(b) Any person seeking to have a public event declared an Old Town Special Event shall seek a declaration from the City Council at least ninety (90) days prior to the event. If a street closure is required in connection with the proposed Old Town Special Event, such request shall be made at the same time.

(c) The declaration of the City Council shall establish the precise boundaries of the Old Town Special Event and designate an event sponsor.

(d) The City Council may by resolution delegate the authority to declare an Old Town Special Event, and to temporarily close City streets in connection therewith, to the City Manager and the City Manager's designee. (§ 1, Ord. 00-03, eff. February 17, 2000)

Section 5.20.04 Permit required.

(a) The sponsor (event sponsor) of an Old Town Special Event shall obtain an Old Town Special Event permit from the City Clerk.

(b) Application for the permit shall be made not less than sixty (60) days prior to the event and shall contain the information required by the City Clerk. The application shall also be accompanied by a street plan showing the proposed location of planned activities and vendor booths.

(c) Upon receipt of an application, the City Clerk shall circulate the application to the following departments for comments and approval: Police Department, Fire Department, Planning and Development Services Department, Public Works Department, and Risk Management Department. These departments may impose terms and conditions upon the Old Town Special Event permit and issuance and approval of the permit is conditioned upon compliance with the required conditions. At a minimum, the permit shall include conditions for holding the City harmless, maintaining minimum limits of liability insurance in accordance with City standards, providing security and traffic control, providing adequate restroom and sanitation facilities, and paying for the cost of City services.

(d) The Old Town Special Event permit may be revoked for noncompliance with the conditions of the permit and the provisions of this chapter. Revocation may be made by the City Manager, the Chief of Police, or their designees. If the grounds for revocation occur during the Old Town Special Event, the City Manager, the Chief of Police, or their designee, shall first advise the event sponsor of the grounds for revocation and provide an opportunity to correct the same.

(e) The Old Town Special Event permit may also be revoked during the event if fire or another emergency requires the event to be terminated to protect the public safety. When the Old Town Special Event permit is revoked for this reason, all event participants must immediately comply with instructions from any City Police Officer or Fire Department personnel. (§ 1, Ord. 00-02 eff. February 17, 2000)

Section 5.20.07 Minimum requirements.

(a) The event sponsor shall abide by the following minimum requirements:

(1) Maintain openings between vendor booths of sizes, and at locations and distances, required by the City. The required openings shall be specified in the terms and conditions of the Old Town Special Event permit and be identified on the event sponsor's street plan;

(2) Not use any permanent or semi-permanent paint or other markers to delineate or mark the location or other direction on any public street, sidewalk, alley or parking lot;

(3) Not discriminate in the selection of any vendor on the basis of race, color, religion, sex, national origin or familial association;

(4) Require that all vendors obtain and display all appropriate permits, licenses and certificates, and comply with all applicable federal, state and local laws, ordinances and regulations.

(5) Require that vendors maintain their spaces in a clean and sanitary condition, including the removal of containers, waste and trimmings before leaving the area;

(6) Require that vendors take sufficient measures to keep the City storm drain system free from contamination, and require that food vendors take special precaution to keep grease and other waste products off all public streets, sidewalks, alleys and parking lots;

(7) Provide on-site personnel who can be contacted by appropriate City officials for immediate corrective action either for noncompliance with this chapter or the permit conditions, for emergencies, or for actions deemed necessary by the City official. Such personnel shall be equipped with appropriate means of communication to be made known to the City by the event sponsor prior to the event;

(8) Distribute the rules and regulations to each person participating in the Old Town Special Event.

(b) These minimum requirements shall be deemed a part of the permit conditions and may be supplemented by resolution of the City Council. (§ 1, Ord. 00-02, eff. February 17, 2000)

Section 5.20.08 Cost of special event.

(a) The event sponsor will be responsible for the costs associated with the Old Town Special Event, including, but not limited to:

(1) The cost of City services related to the Old Town Special Event;

(2) The cost to repair any damage caused to any public property and rights-of-way, including landscaping.

(b) The event sponsor may apply to the City Council for cooperation in presenting an Old Town Special Event and request financial assistance for some or all of the costs of City services related to the Old Town Special Event. (§ 1, Ord. 00-02, eff. February 17, 2000)



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Administration
 DATE: January 8, 2024
 SUBJECT: Receive and File - Results of the Kosmont Companies Analysis of the City of Clovis Development Impact Fee Program.

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

ATTACHMENTS: 1. Kosmont Study – Clovis Development Impact Fee Analysis

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

Receive and File - Results of the Kosmont Companies Analysis of the City of Clovis Development Impact Fee Program.

EXECUTIVE SUMMARY

The Kosmont Companies completed the report (attached) on their analysis of how the City of Clovis calculates Development Impact Fees, how those fees are funded and provided a review of best practice financing mechanisms utilized elsewhere. In comparison to other high-growth communities in the State of California, Clovis is comparable regarding the amount of Development Impact Fees charged for all development types but does not use some typical financing methods that other communities do. The Kosmont Companies will be presenting their findings in the presentation.

BACKGROUND

At the June 5, 2023, City Council Meeting Council directed staff to review and analyze the City's Development Impact Fee Program. Staff developed a scope and sought bids and selected the Kosmont Companies to conduct the analysis on September 5, 2023. In summary, the consultant was tasked with:

- Review how the City of Clovis calculates Development Impact Fees and how those fees are funded and financing mechanisms available.
- Provide an overview of industry best means to calculate fees and how they are funded elsewhere.
- Conduct staff, industry, and Council workshops on the findings.

Kosmont interviewed City staff and reviewed the calculations of Development Impact Fees for the major infrastructure categories shown below that account for 80-90% of the total City fees:

1. Major Water Facilities (excludes water supply)
2. Major Sewer Facilities / Recycled Water (excludes oversizing and frontage fees)
3. Roads / Traffic Signals / Bridges
4. Park Acquisition and Development
5. Public Facilities (Police and Fire)

The Kosmont Companies completed the report (attached) on their review of how the City of Clovis calculates Development Impact Fees, how those fees are funded and provided a review of best practice financing mechanisms utilized elsewhere. In summary:

Current Fee Structure

Kosmont's review of DIF found Clovis to be relatively unique in the reliance upon City resources to build major infrastructure. Relying on DIF puts the City at potential significant financial risk as long-term investments must be made to serve the rapidly growing community, with limited protection from cost inflation, economic recession, and builder delays in completing construction.

Fee Structures in Similar Jurisdictions

Kosmont's analysis found that Clovis has a comprehensive approach to determine level of fees needed to meet future uncertainty. The methodology is sound but conservative. The relatively high level of fees is due to a combination of factors, including a high level of amenities desired by the City. Unlike Clovis, many cities do not grow fast enough to warrant major new facilities, instead relying on surplus capacity, or developers to directly fund incremental streets/signals, water, fire, police, and park facilities.

Development Feasibility

Kosmont's analysis indicates that Development Impact Fees (DIF) have a modest impact on development feasibility, as Clovis' higher home prices than the local market offset much of the DIF. The DIF does depress land values, reduce developer profitability, and thus can slow development.

Alternative Financing Options

Financing major infrastructure is often authorized by cities using Mello-Roos CFD bonds secured by property owner special taxes.

In comparison to other high-growth communities in the State of California, Clovis is comparable regarding the amount of DIFs charged for all development types. However, it is unusual that Clovis does not allow developers to utilize Community Facility District financing.

The Kosmont Companies recommend the City consider developing a policy allowing developers to utilize Community Facility District (CFD) financing to directly fund improvements or pay DIFs to the City, allowing for the acceleration of cash flow to the City. This is a common practice in other California cities but has not been in Clovis in many years.

Kosmont conducted a workshop for City staff in late November 2023 and on December 14, 2023, City staff hosted a workshop for the development community where Kosmont presented with the findings. The meeting had 34 attendees with 25 from the development community. Kosmont is completing their final task by presenting the report to City Council.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

Receive and file the report per the contract with Kosmont.

ACTIONS FOLLOWING APPROVAL

Provost and Prichard Engineering has been contracted to review the 2017 Water Master Plan for water infrastructure and supply and the associated DIFs to provide adequate funding for the infrastructure required for growth. This assessment will be completed and presented to Council in the spring of 2024. This study was driven by Council's direction to not increase water rates by 60% in June 2023 as recommended by staff.

In addition, staff believes it is prudent to begin researching the policies needed to allow for alternative financing tools as presented by Kosmont. These tools and the steps needed to implement them can be discussed and considered in future meetings regarding DIFs.

Prepared by: Andrew Haussler, Assistant City Manager

Reviewed by: City Manager *JA*



CITY of CLOVIS

CITY OF CLOVIS

DEVELOPMENT IMPACT FEE ANALYSIS – CITY COUNCIL SUMMARY

JANUARY 8, 2024



2301 Rosecrans Ave., Suite 4140
El Segundo, CA 90245
TEL: 424-297-1070 | URL: www.kosmont.com

INTRODUCTION

Kosmont Companies ("Kosmont"), a real estate & economics advisory firm serving hundreds of cities and local governments for over 37 years, has been retained by the City of Clovis ("City") to evaluate City's Development Impact Fees ("DIF") that fund master infrastructure needed to facilitate growth and to identify how the DIF compare to other communities.

- **Kosmont's expertise covers a full range of economics & real estate advisory services including:**
 - Market and Feasibility Analyses
 - Fiscal Impact & Economic Benefit Studies
 - Economic Development Strategies & Implementation
 - Business/Retailer & Developer Recruitment
 - Identification of Funding Sources & Financing Strategies
 - Public-Private Transaction Structuring & Negotiation

Disclaimer: The analyses, projections, assumptions, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Actual results are difficult to predict as a function of market conditions, natural disasters, pandemics, legislation and administrative actions.

KOSMONT SCOPE OF WORK

Kosmont Tasks are summarized below:

Task 1: Review of Current Fee Structure and Due Diligence

Kosmont to review the City's existing policy relating to DIF and the Master Development Fee Schedule, and interview City staff to understand how fees are computed, collected, and infrastructure investments are made.

Task 2: Review of Fee Structures in Similar Jurisdictions

Kosmont to gather home prices and land values and reviewed the methodology used by similar jurisdictions' fee structures in high growth areas within the Central Valley, Inland Empire and the San Joaquin Valley.

Task 3: Alternative Financing Options

Financing of major infrastructure improvements faces significant challenges including, but not limited to: the need for sizeable front-end investment, impact of inflation and supply chain deficiencies on costs, and private sector market demand and pricing uncertainty. Kosmont to provide overview of how other communities fund infrastructure improvements and financing tools that can be available to fill the potential gap between DIF and actual costs of infrastructure.



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BACKGROUND

Kosmont reviewed DIF for a wide range of Central Valley towns. We focused on a high-level review of the DIF calculations (police, fire, parks, library, water, sewer, roads) for larger Fresno area cities and unincorporated areas, as well as jurisdictions in high growth semi-rural areas including the following:

- Fresno
- Visalia
- Merced
- Roseville (Placer County)
- Menifee (in SE Riverside County)
- Mountain House (Community Services District in San Joaquin County)
- Madera County (Riverstone and Tesoro Viejo)

Fees charged by small communities in the region, such as Fowler and Sanger, were not considered comparable as they do not experience the significant growth that occurs in Clovis.



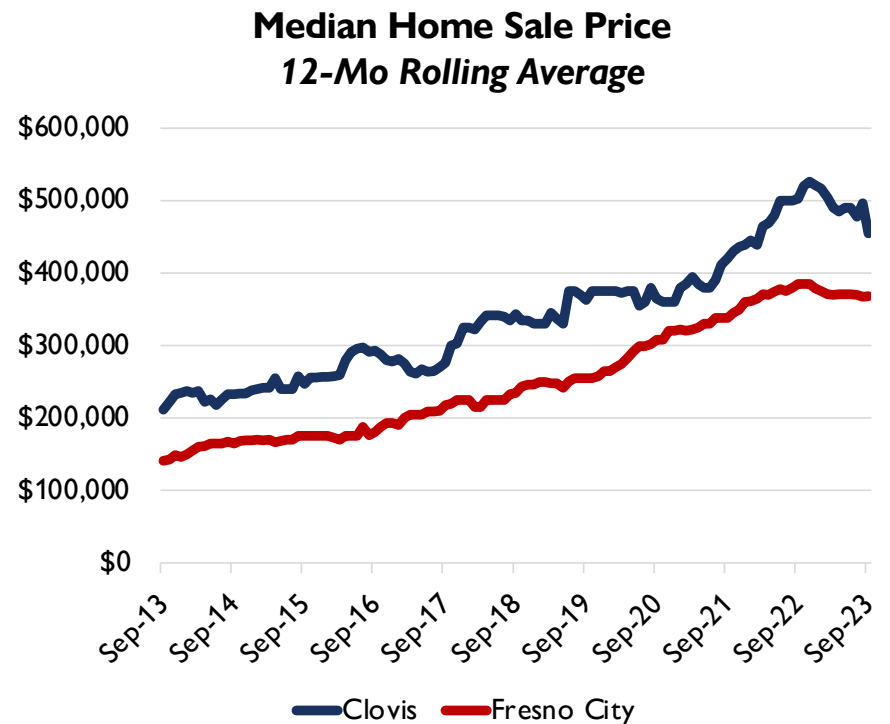
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LOCAL HOME PRICE TRENDS

Development Impact Fees affect developer profitability by imposing additional costs. As a result, DIF negatively affect residual land values that builders can afford to pay.

In general, they do not directly affect home prices because home prices are primarily driven by market demand. If market demand slows and construction costs/fees are too high, then development will slow.

Comparison of recent Clovis and Fresno median home sales prices are \$455,000 vs \$365,000, respectively. Over the past decade, the graph demonstrates that Clovis median home prices have stayed approx. 20% to 30% higher than Fresno. Clovis homes have somewhat larger square footage (SF) than Fresno, but analysis shows Clovis' home values per SF is 10%-15% higher.



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EXECUTIVE SUMMARY

California cities charge fees and special taxes to fund new infrastructure and service costs associated with new development and include the following categories:

- Water Supply (Kosmont did not evaluate water supply costs fees as City is negotiating purchase of new water supplies)
- Wastewater Treatment/Recycling
- Stormwater / Drainage (Fresno Flood Control maintains this for Clovis)
- Roads, Bridges and Traffic Signals
- Parks
- Other Public Facilities (Police / Fire / Library / Other)

The City has used DIF charged at Certificate of Occupancy / COE to fund new infrastructure for decades. Kosmont suggests the City adopt policy allowing developers to utilize Community Facility District (“CFD”) financing to directly fund improvements improving cash flow for the City.



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EXECUTIVE SUMMARY

Kosmont interviewed City staff and reviewed the excel worksheets used to calculate the DIF for the major infrastructure categories shown below that account for 80-90% of the total City fees:

1. Major Water Facilities (excludes water supply)
2. Major Sewer Facilities / Recycled Water (excludes oversizing and frontage fees)
3. Roads / Traffic Signals / Bridges
4. Park Acquisition and Development
5. Public Facilities (Police and Fire)

In comparing City DIF with other communities, Kosmont found an extremely wide range of fee categories and methodologies for funding infrastructure improvements. More stable cities with limited growth have lower fees as major facilities are typically not planned. If unexpected growth in greenfield areas, or a major annexation is contemplated, then Development Agreements are often used to identify developer's responsibilities, among other things.



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EXECUTIVE SUMMARY- DIF METHODOLOGY & ASSUMPTIONS

Methodology for calculating fees for new roads, water and sewer facility costs uses engineering estimates done for the recent City Master Plan by geographic areas. The City uses a 30% contingency and an 18% add-on for administration/engineering and 30 years of debt service at 5% interest rate to estimate total capital costs in today's dollars.

For each land use type, engineers estimate road, water and sewer usage using SF Home as the standard EDU with the percentage change in use for other types shown as a fraction of EDU. Total costs are divided by total EDU to derive the annual fee per EDU.

Contingency is important to cover the uncertainty of right of way ("ROW") acquisition and construction cost increases likely to occur over 10-20 year build out of major systems. These have historically exceeded CCI index that measure non union-labor cost changes in LA/SF.

Because each area has different road system infrastructure needs, City has used the planning areas to determine road, traffic signals and bridge needs for each Area (as shown on following page)

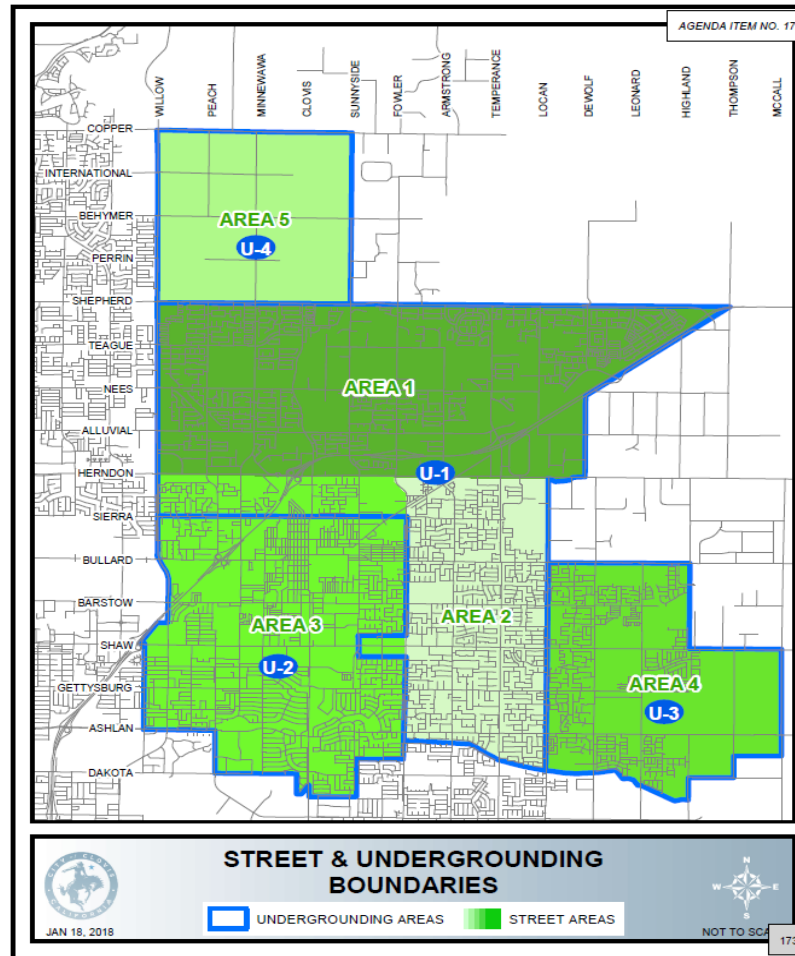


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DIF PLANNING AREAS

Clovis has identified 5 geographic areas that have different infrastructure needs

Areas 2 & 3 are established areas with major infrastructure in place
Areas 1, 4 & 5 are seeing significant growth and the need for new infrastructure



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CLOVIS FEES BY LAND USE AND GEO AREA

CLOVIS DEVELOPMENT IMPACT FEES									
ALL AREAS Per Unit/SF	SINGLE FAMILY			MULTI FAMILY			RETAIL	OFFICE	INDUST
	4.0	7.5	14.5	7.5	14.5	20	10,000	12,000	20,000
Major Water	\$ 8,580	\$ 5,455	\$ 4,114	\$ 5,455	\$ 4,114	\$ 3,518	\$ 4.29	\$ 4.29	\$ 1.16
Sewer	\$ 9,584	\$ 9,584	\$ 9,584	\$ 7,763	\$ 7,763	\$ 7,763	\$ 5.75	\$ 4.89	\$ 2.68
Parks	\$ 5,662	\$ 5,662	\$ 5,662	\$ 5,662	\$ 5,662	\$ 5,662	\$ 0.69	\$ 1.50	\$ 0.49
Refuse	\$ 509	\$ 509	\$ 509	\$ 412	\$ 412	\$ 412			
Police	\$ 1,457	\$ 1,457	\$ 1,457	\$ 1,457	\$ 1,457	\$ 1,457			
Fire	\$ 2,075	\$ 2,075	\$ 2,075	\$ 2,075	\$ 2,075	\$ 2,075			
Library	\$ 760	\$ 760	\$ 760	\$ 621	\$ 621	\$ 621			
ALL AREAS Per Acre									
Police							\$ 6,557	\$ 6,557	\$ 6,557
Fire							\$ 9,338	\$ 9,338	\$ 9,338
AREA 1									
Street Fees	\$ 10,968	\$ 10,967	\$ 6,581	\$ 6,581	\$ 6,581	\$ 6,581	\$ 17.31	\$ 7.89	\$ 2.12
Total Per Acre	\$ 158,380	\$ 273,518	\$ 445,759	\$ 225,195	\$ 415,933	\$ 561,780	\$ 296,295	\$ 238,735	\$ 144,895
Per unit / 1,000 SF	\$ 39,595	\$ 36,469	\$ 30,742	\$ 30,026	\$ 28,685	\$ 28,089	\$ 29,629	\$ 19,895	\$ 7,245
AREA 4									
Street Fees	\$ 10,787	\$ 10,787	\$ 6,472	\$ 6,472	\$ 6,472	\$ 6,472	\$ 17.03	\$ 7.76	\$ 2.09
Total Per Acre	\$ 157,656	\$ 272,168	\$ 444,179	\$ 224,378	\$ 414,352	\$ 559,600	\$ 296,295	\$ 238,735	\$ 144,895
Per unit / 1,000 SF	\$ 39,414	\$ 36,289	\$ 30,633	\$ 29,917	\$ 28,576	\$ 27,980	\$ 29,629	\$ 19,895	\$ 7,245
AREA 5									
Street Fees	\$ 5,622	\$ 5,622	\$ 3,374	\$ 3,374	\$ 3,374	\$ 3,374	\$ 8.87	\$ 4.05	\$ 1.09
Total Per Acre	\$ 136,996	\$ 233,430	\$ 399,258	\$ 201,143	\$ 369,431	\$ 497,640	\$ 211,895	\$ 192,655	\$ 124,295
Per unit / 1,000 SF	\$ 34,249	\$ 31,124	\$ 27,535	\$ 26,819	\$ 25,478	\$ 24,882	\$ 21,189	\$ 16,055	\$ 6,215



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DIF METHODOLOGY - WATER

Major Water Facilities

Water MF fees are calculated based on the engineering cost estimate for the City Water Master Plan divided by the new 57,500 Equivalent Dwelling Units (“EDU”) expected per the General Plan. Baseline EDU for water use is a SF home in a development with a density of 5.5 units per acre. The most recent Water Master Plan capital cost estimate prepared by Provost & Pritchard Consulting Group in Dec. 2022 showed a total cost increase to \$556 million (from \$340 million per the last cost analysis done pre-pandemic). The City decided to leave the Major Water fee unchanged pending further cost analysis.

For FY 2022-23 the average EDU fee was \$5,987. Because water use varies by lot size and home size, the City established a different per unit fee that decreases from \$8,580 for low density to \$3,518 for very high-density multi-family development.



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DIF METHODOLOGY - ROADS / BRIDGES / SIGNALIZATION

Roads/Traffic Signals/Bridges

Utilizing the Street master plan, the City analyzes the five different planning areas to identify specific needs and standards for arterial and collector roads and bridges. Separate worksheets are prepared to allocate areawide costs by equivalent dwelling unit for outside lane costs, center lane costs, traffic signals and bridges. Cost estimates for ROW acquisition, excavation, aggregate base, concrete and asphalt, street lights, landscaping etc. are determined to estimate the areawide capital costs for major roads, bridges, and traffic signals. Important to remember that subdivision level roads are responsibility of the builders.

While Area 2 and 3 arterial road network is substantially completed, the other areas have a wide range of new facility needs. Area 5 is the least developed area and has the greatest need for a new arterial road network, however Area 5 road network has less frequent arterial roads per linear mile, as compared to Areas 1 & 4. Thus, the City DIF for roads are approximately 50% lower in Area 5.

Kosmont's research found a wide traffic impact fee range, based on geographic location and specific subcategories of office, retail and industrial for other cities.

Notes: *8,977 units needed for Clovis per RHNA



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DIF METHODOLOGY - SEWER/WASTEWATER

Wastewater Collection / Treatment (includes Recycled Water system)

The City worksheet Kosmont reviewed has three main sewer cost components to be recovered from new EDU development post 2017:

1. Project costs for new facilities of \$300 million
2. Debt payment on existing revenue bonds of \$147 million
3. Debt repayment to Fresno of \$20.2 million

New facility project costs are derived from engineering estimates done for the Phase 2 and Phase 3 STWRF expansion + various conveyance systems to provide service throughout the City. The total amount is \$467 million, which will serve the new development with 48,800 sewage adjusted EDU's expected per 2017 master plan – for a single family unit fee of \$9,584 and multi-family fee of \$7,763.

Other cities fund sewer in a variety of ways, per DU and per 1,000 SF and also including \$ per Front Foot.



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DIF METHODOLOGY PARKS / PUBLIC FACILITIES

Parks

The City prepared a Parks Master Plan in 2022 that identified facilities for acquisition. Cost estimates were made for landscaping and equipment totaling \$157 million. Hourly park usage was estimated for the new residents and commercial/industrial employees. Based on full buildout, and density of 2.6 people per household the total allocated capital cost for resident's usage was estimated at \$5,662 per unit. Commercial and industrial employee usage resulted in an allocated cost of \$0.69 psf for retail; \$1.50 psf for office and \$0.49 psf for industrial buildings. Kosmont's statewide research found a very wide range from \$1,000 per EDU to over \$20,000 with many in the range of \$5,000 to \$15,000 per new unit. This is due to varying policy objectives and higher land acquisition costs in larger cities.

Public Facilities – Fire / Police

The City estimated the land, site improvement, building, equipment and financing cost of ~\$18 million for a new Fire station to serve 20,000 residents. This yielded an allocated impact fee of \$2,347 per residential unit in 2022-23, plus \$9,338 per acre for commercial/industrial development. The City decided to reduce the fee to \$2,075 per unit for 2023-24. New Police officers are needed for each 1,000 new residents. Facility and equipment costs were estimated at \$500,000 for each new officer, with a fee of \$1,457 per residential unit, plus \$6,557 per acre for commercial/industrial development. Kosmont's research found a similar range for other cities.

Notes: *8,977 units needed for Clovis per RHNA



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DIF FEES/CHARGES COMPARISON-OVERVIEW

In comparing City DIF with other communities, Kosmont found an extremely wide range of fee categories and methodologies for funding infrastructure improvements. More stable cities with limited growth have lower fees as major facilities are typically not planned. If unexpected growth in greenfield areas, or a major annexation is contemplated, then Development Agreements are often used to identify developer's responsibilities.

Kosmont has prepared tables showing how Clovis fees compare with a half dozen other cities on a per unit basis for single family and multi-family development. Kosmont also compares Clovis commercial/industrial fees on a per acre basis at typical density of 0.25 for retail to 0.45 for industrial. The analysis shows that Clovis fees are much higher than nearby cities, but it compares favorably with a similar high growth community of Mountain House in San Joaquin County that has had to finance major water, sewer, traffic infrastructure similar to Clovis.

Most cities use CCI to adjust fees on annual basis, with major updates done every 5 to 10 years. It is important to note that recent Development Fee studies have resulted in large percentage increases, beyond CCI adjustments.

Most cities do not use DIF to fund the water and sewer facility capital facilities, rather using CFD special taxes that add to home owners property tax bill or in rare circumstances, capital facility charges that add to the monthly water and sewer bill. A monthly water or sewer fee of \$50 per month, is the financial equivalent of a \$10,000 upfront impact fee.

Developers' / builders' concern with DIF is due to the need for developers / builders to pay the fees at completion of construction, while special taxes and monthly fees are 100% borne by property owners.



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DIF COMPARISON - RESIDENTIAL

Kosmont's review of DIF and other fees charged to builders shows that Clovis DIF are higher, due to Major Water and Major Sewer fees of \$15,000 to \$20,000 per unit. Mountain House PFC fees are converted to *DIF equivalent*.

	Clovis	Fresno	Merced	Visalia	Menifee	Roseville	Madera County	MountainHouse
Single Family Per DU								
Major Water	\$4,100 - \$8,500	\$5,800	\$10,073	NA	NA	\$7,177 - \$11,959	\$7,328	\$9,500 - \$12,700
Major Sewer	\$9,584	\$4,000	\$7,400	\$6,000 - \$10,500	NA	\$10,308	\$13,217	\$8,300 - \$9,500
Streets	\$6,500 - \$11,000	\$5,500 - \$10,300	\$3,349	\$7,156	\$10,100	\$8,770 - \$11,360	NA	\$18,900
Parks	\$5,662	\$5,200	\$5,177	\$4,400	\$1,720	\$3,800 - \$8,700	NA	\$15,369
Police and Fire	\$3,530	\$3,300	\$3,085	\$740 /2	\$1,570	\$3,983	NA	\$3,233
Total	\$31,000 - \$40,000	\$24,000 - \$29,600	\$29,084	\$18,000 - \$22,500	\$13,390	\$33,000 - \$46,000	NA /3	\$55,000 - \$60,000
Multi Family per DU								
Major Water	\$3,500 - \$5,450	\$1,200 /1	\$3,300 /1	NA	NA	\$4,783	\$3,808	\$3,700
Major Sewer	\$7,763	NA /1	\$6,200	\$2,200 /2	NA	\$10,308	\$8,855	\$6,200
Streets	\$3,400 - \$6,500	\$4,200 - \$5,700	\$1,894	\$5,025	\$6,580	\$5,400 - \$7,000	NA	\$8,300 - \$9,600
Parks	\$5,662	\$3,900	\$4,109	\$3,900	\$1,348	\$3,000 - \$7,000	NA	\$9,715
Police and Fire	\$3,530	\$2,500	\$2,449	\$570 /2	\$1,230	\$2,656	NA	\$2,044
Total	\$25,000 - \$30,000	\$11,800 - \$13,300	\$17,952	\$11,700	\$9,158	\$26,200 - \$31,800	NA /3	\$30,000 - \$31,300
/1 Fees are based on meter size and other factors not converted to per unit (Merced water fees are more than double Fresno's)								
/2 Visalia Public Safety Fees are per acre - Kosmont converted to per unit using avg. density factors								
/3 Madera County (Riverstone /Tesoro Viejo) use independent water/sewer companies and CFD to fund infrastructure - CFD's can't be converted to DIF equivalent								



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DIF COMPARISON – COMMERCIAL/INDUSTRIAL

A comparison of Commercial and Industrial fees/PFCs shows a wide range, with some communities charging nothing as summarized below: Fresno & Roseville water fees are based on meter size and other factors not convertible into per unit \$.

	Clovis	Fresno	Merced	Visalia	Menifee	Roseville	Madera County	MountainHouse
Industrial Per 1000 SF								
Major Water	\$1,160	NA /1	NA /1	NA	NA	TBD	TBD	\$3,200
Major Sewer	\$2,680	NA /1	\$3,800	\$600 /2	NA	\$1,700 - \$3,400	\$1,300 - \$2,600	\$5,200
Streets	\$1,090 - \$2,120	\$1,140 - \$1,400	\$2,530	\$1,100 - \$2,200	\$1,860	\$2,000 - \$7,000	NA	\$9,500 - \$14,500
Parks	\$690	-	\$1,790	-	-	-	NA	-
Police and Fire	\$800	\$780	\$1,070	\$130 /2	\$500	\$280 - \$440	NA	\$850
Total	\$6,200 - \$7,200	\$1,900 - \$2,200	\$9,190	\$1,900 - \$2,900	\$2,360	\$4,000 - \$10,800	NA /3	\$18,000 - \$23,000
Commercial Per 1000 SF								
Major Water	\$4,290	NA /1	NA /1	NA	NA	TBD	\$3,800	\$1,400
Major Sewer	\$5,750	NA /1	\$3,460 - \$5,560	\$1,900 /2	NA	\$2,900 - \$5,800	\$6,600 - \$13,200	\$2,200
Streets	\$8,870 - \$17,300	\$8,500 - \$26,000	\$5,040 - \$7,540	\$8,000 - \$19,000	\$7,720	\$10,000 - \$30,000	NA	\$16,000 - \$37,000
Parks	\$490	-	\$4,000 - \$4,600	-	-	-	NA	-
Police and Fire	\$1,600	\$1,515	\$2,400 - \$2,750	\$550-\$1,200 /2	\$1,320	\$670 - \$880	NA	\$1,230
Total	\$21,200 - \$29,600	\$10,000 - \$27,000	\$14,500 - \$20,000	\$10,500 - \$22,000	\$9,040	\$13,600 - \$36,700	NA /3	\$21,000 - \$42,000
/1 Fees are based on meter size and other factors not converted to per unit (Merced water fees are double Fresno's)								
/2 Visalia Public Safety Fees are per acre - Sewer Fees are per Front Foot -Kosmont converted to per unit using avg. density factors								
/3 Madera County (Riverstone /Tesoro Viejo) use independent water/sewer companies and CFD to fund infrastructure - CFD's can't be converted to DIF equivalent								



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EXECUTIVE SUMMARY

Current Fee Structure

Kosmont's review of DIF found Clovis to be relatively unique in the reliance upon City resources to build major infrastructure. Relying on DIF puts the City at potential significant financial risk as long-term investments must be made to serve the rapidly growing community, with limited protection from cost inflation, economic recession and builder delays in completing construction.

Fee Structures in Similar Jurisdictions

Kosmont's analysis found that Clovis has a comprehensive approach to determine level of fees needed to meet future uncertainty. The methodology is sound but conservative. The relatively high level of fees is due to a combination of factors, including a high level of amenities desired by the City. Unlike Clovis, many cities do not grow fast enough to warrant major new facilities, instead relying on surplus capacity, or developers to directly fund incremental streets/signals, water, fire, police and park facilities.

Development Feasibility

Kosmont's analysis indicates that DIF has a modest impact on development feasibility (5-8% of home value), as Clovis' higher home prices offset much of the DIF. The DIF does depress land values, reduce developer profitability and thus can slow development.

Alternative Financing Options

Financing major infrastructure is often authorized by cities using Mello-Roos CFD bonds secured by property owner special taxes, or in special cases not available to Clovis - utility pledged facilities charges (PFC's) to pay debt service for upfront investment needs.



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INFRASTRUCTURE FINANCING TOOLS



2301 Rosecrans Ave., Suite 4140
El Segundo, CA 90245
TEL: 424-297-1070 | URL: www.kosmont.com

INFRASTRUCTURE FUNDING METHODS - FEES & CHARGES

It is difficult to necessarily compare impact fees because cities funds infrastructure needs / calculate development fees using a wide range of methodologies:

Fees

- Per Residential Unit that varies by density per acre / avg home size / population / geographic area
- Per commercial SF that varies by type (e.g., office, neighborhood retail, regional retail, industrial warehouse, manufacturing, business park) and geographic area (e.g., north of Main, south of Main)
- Per acre of land for various uses - adjusted by geographic area

Service Charges

Many cities fund sewer and water improvements through monthly service charges to users, which is not exactly fair if existing residents had already paid impact fees.

Some cities require master developers to fund major infrastructure through use of Mello-Roos CFD financing using special district taxes that are added to property owners annual property tax bill. This method can allow Clovis to raise funds for needed improvements without impacting existing residents and businesses.



Disclaimer: The analyses, projections, assumptions, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results.

INFRASTRUCTURE FUNDING METHODS - BONDS

Most cities cannot afford to pay for large-scale capital investments with DIF as they run into timing and funding limitations, if the city wants to install additional infrastructure for operational efficiency.

Land-Secured Bonds

Many projects throughout California have financed public infrastructure using land-secured bonds. Special Assessment District bonds (“ADs”) or Mello Roos CFDs backed by special taxes imposed on the underlying property in the District.

ADs and CFDs are considered “conduit debt”. These bonds are issued by the city/agency on behalf of property owners, but the city has no financial obligation to repay the bonds.

The city has administrative oversight responsibilities, which can be primarily assigned over to a third-party special tax consultant. As the issuer of the bonds, the city is required to list each issue in its annual report and submit annual reports to CDIAC and the SEC.



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LAND SECURED BONDS

CFDs vs ADs

Both CFDs and ADs require a special tax upon themselves to finance public infrastructure costs.

- ADs require an engineer to develop an assessment report, which allocates the cost for each parcel within the District boundaries. The methodology for allocating costs must be based on a “benefit nexus”. For example, an assessment district that undergrounds utilities might be based on the lengths of the sidewalks of each property owner. AD formation is approved, as long as there is not a majority protest (i.e., 50% voter approval).
- CFDs are more flexible, and allow for the financing of a larger variety of public improvements than ADs.
- CFDs do not require an engineer report with a “benefit nexus”, but rather a special tax consultant develops a Rate & Method of Apportionment (RMA), which outlines the special tax that each parcel/property owner pays.
- CFDs require a 2/3 voter approval. If less than 12 registered voters, it then becomes a landowner election. In most cases, CFDs are formed on undeveloped land (i.e., developer owns 100% of the land/votes).
- Developers prefer the greater flexibility that CFDs offer, and hence are used on the majority of new development.



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CFD ADVANTAGES

Advantages of CFDs

There are numerous advantages to issuing CFDs that help to promote development. We have outlined the advantages to each party below. It is important to note that during the 1990's recession, many CFDs went bankrupt in rural communities such as Moreno Valley and Palmdale as housing demand collapsed and new construction stopped and bond holders were able to take title to the land.

Developers / Private Sector

- Non-Recourse Financing - CFDs foreclose on property, no recourse to developer/owners
- Tax-Exempt Interest Rates - lower than comparable taxable bank loans. Most (new development) CFDs are sold as non-rated bonds.
- Capitalized Interest During Construction Period - Up to 3 years significantly reduces costs during construction
- No Acceleration Provision - Bank loans typically foreclose on entire projects; CFD foreclosure limited to parcels with "delinquent" taxes



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CFD ADVANTAGES

City/Agency

- “New Growth funds Growth” - CFDs are designed to ensure that new development projects pay for themselves without burdening existing residents
- “Off Balance Sheet” Financing - CFDs are conduit debt, city not responsible for making debt payments
- Accelerates Construction - CFDs can fund infrastructure in advance of growth
- Faster than Impact Fees - Impact fees arrive after construction has taken place

Homeowners

- Reduce O&M Costs (HOA) - CFD special taxes on property tax bill; HOA dues are not tax deductible



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CFD PROGRAM OPTIONS

City CFD Program or Third-Party Conduit/JPA

If the City decides that CFDs provide a flexible financing mechanism that helps to fund and accelerate the construction of public infrastructure, then it must make a policy decision whether it wants to develop an internal CFD program or encourage developers to use a third-party conduit / Joint Powers Authority (JPA) to issue CFDs. To form a CFD program, the City must draft its Local Goals and Policies. If using a conduit, then implementation can occur within 3 months. If City wants self managed program, then 6-9 months will likely be required to hire necessary advisors and assign staff.

City CFD Program

Many cities/agencies have an established an internal CFD program (e.g., Roseville, Irvine, Eastern Municipal Water District). The City of Clovis would need to assemble a financing team (municipal advisor, underwriter, bond counsel, disclosure counsel, special tax consultant, and trustee). City staff will be responsible for managing the bond issuance process, for which it can be reimbursed for staff time through the costs of issuance. Staff can also assign its CFD administration responsibilities to third parties. The primary benefit of an internal program is control.



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CITY OF CLOVIS

DEVELOPMENT IMPACT FEE ANALYSIS

THE ANALYSES, PROJECTIONS, ASSUMPTIONS AND ANY EXAMPLES PRESENTED HEREIN ARE FOR ILLUSTRATIVE PURPOSES AND ARE NOT A GUARANTEE OF ACTUAL AND/OR FUTURE RESULTS. ACTUAL RESULTS MAY DIFFER FROM THOSE EXPRESSED IN THIS ANALYSIS, AS RESULTS ARE DIFFICULT TO PREDICT AS A FUNCTION OF MARKET CONDITIONS, NATURAL DISASTERS, PANDEMICS, SIGNIFICANT ECONOMIC IMPACTS, LEGISLATION AND ADMINISTRATIVE ACTIONS.



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CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: January 8, 2024

SUBJECT: Consider – A request from the General Partners, Loma Vista Marketplace located at the southwest corner of Shaw and Leonard Avenues regarding access to the shopping center during the construction work on Shaw Avenue.

Staff: Thad Avery, City Engineer / David Merchen, City Planner

Recommendation: Consider request and provide policy direction

ATTACHMENTS: 1. Letter from General Partners, Loma Vista Marketplace requesting an agenda item at the next City of Clovis Council meeting

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

Staff recommends that the City Council consider options regarding street closure alternatives during the construction of Shaw Avenue between DeWolf and Leonard Avenues and approve staff's recommendation to continue with a full closure of Shaw Avenue as planned during construction.

EXECUTIVE SUMMARY

The General Partners, Loma Vista Marketplace, are developing the Loma Vista Marketplace shopping center located on the southwest corner of Shaw and Leonard Avenues. The General Partners have requested a discussion with City Council on the closure of Shaw Avenue between DeWolf and Leonard during the City project that will construct that portion of Shaw. The current plan during the construction of Shaw is for a full closure of Shaw. Loma Vista Marketplace would like the City to modify the plan to maintain full access on Shaw to their property during the entirety of the street project. City staff has identified an option that would allow access to the Marketplace to be maintained (eliminating the Shaw closure). However, there are financial, right of way, and extended construction timeline implications associated with this alternative.

BACKGROUND

Loma Vista Community Centers North and South Master Plan

The Loma Vista Marketplace shopping center is located within the Loma Vista Community Centers North and South Master Plan, adopted by the City Council through a rezoning approval in April of 2009. The Master Plan is a required sub-component of the 2003 Loma Vista Specific Plan and encompasses nearly 275 acres generally bound by Leonard Avenue on the east, DeWolf Avenue and the Jefferson Canal on the west, Barstow Avenue on the north, and Gettysburg Avenue on the south. Properties north of Shaw Avenue are within Community Center North and properties south of Shaw are within Community Center South. The Master Plan includes various design elements including public open space, circulation, landscaping, architecture, housing products, and land use development standards. Land uses include high and very high residential densities, mixed use community center uses, commercial, and public facilities. The overall maximum residential density of the Master Plan is approximately 15 dwelling units per acre.

The Community Centers North and South are envisioned to be dynamic pedestrian-oriented districts with a complimentary mix of uses. The design and orientation of development focuses on pedestrians, with amenities such as outdoor dining, public art, and enhanced sidewalks. Key features include ample open space in the form of community parks, pocket parks, plazas, paseos, and trails. The street pattern is designed to calm traffic to allow for convenient and safe pedestrian linkages.

Sanders Avenue “Main Street” and the Shaw Avenue Undercrossing

A designated mixed-use “Main Street” is planned along the Sanders Avenue alignment containing residential, retail, restaurants, and office space. The Sanders-Main Street alignment forms the westerly boundary of the Loma Vista Marketplace shopping center. The north end of Sanders-Main Street will be connected to the south end by a grade-separated crossing under Shaw Avenue. Vehicles traveling on Shaw will not be able to turn directly onto Sanders-Main Street because Sanders will be below grade at the intersection. Therefore, drivers will make use of the local streets east and west of Sanders, which also line up with the access points to the planned commercial areas on both sides of Shaw Avenue, including the Loma Vista Marketplace.



The Sanders-Main Street undercrossing is a key visual and functional feature of the Community Centers Master Plan. The undercrossing is designed to facilitate mixed-use residential and commercial development along the alignment, as well as to encourage pedestrian connectivity

by locating trails parallel to the street. The Loma Vista Village Green will anchor the south end of Main Street, while another planned community park will anchor the north end. Commercial uses with outdoor seating areas are envisioned along and overlooking the edges of the overcrossing.

Property owners along the Sanders alignment have occasionally inquired about eliminating the undercrossing feature to facilitate more traditional access to Shaw Avenue. Staff has consistently recommended that this feature be maintained as a unique design and functional element of the Community Centers Master Plan. Elimination of the undercrossing would require a comprehensive amendment to the Master Plan, as the Main Street concept and the associated Shaw Avenue undercrossing are embedded throughout the Plan.

Shaw Avenue Widening Project

In December of 2013, the City entered into a cooperative agreement with the Fresno County Transportation Authority for funding of the Shaw Widening project from DeWolf to McCall Avenues, pursuant to the Measure "C" Strategic Implementation Plan and the Fresno County Measure "C" Expenditure Plan, which was approved by the voters of Fresno County in November of 2006. Included in the scope for the funding is to construct the undercrossing located midway between DeWolf and Leonard Avenues

Since the agreement was signed, staff has been coordinating with multiple agencies, utility companies, and over 50 property owners involving the design, environmental, right of way and construction for the project. The project was split into two phases for ease of construction: The section from DeWolf to Leonard Avenues and the section from Leonard to McCall Avenues. Difficulties obtaining a few properties in the westerly section pushed the City to start construction on the easterly section first. The first phase is near completion of construction and the second phase is still in the process of obtaining right of way through the eminent domain process with a couple remaining properties. Construction of the second phase (between DeWolf and Leonard) cannot start until all right of way has been acquired. Staff and the City Attorney have been working through the eminent domain process with the remaining property owners, that right of way is needed from, for the past two years. The acquisition of the remaining properties could take until the beginning of 2025 if we end up in court, so we cannot establish a start date for the project at this point. When all right of way is acquired, we can tell PG&E to start relocating the overhead utilities outside of the new road alignment of which they already have a design for. It is estimated that it will take PG&E 6 to 9 months to complete this work once scheduled, but because we have seen many delays by utilities in the past few years, we are assuming 12 months. When the overhead utilities have been relocated, we can start the construction on the street and underground utilities. We estimate the actual construction of this part of work to take 8 months, but because of possible weather and utility company delays we are assuming 12 months for project completion. Between the PG&E work and the actual construction, total time to complete is between 18 and 24 months with the later 12 months requiring Shaw Avenue to be closed. As mentioned, acquisition of the remaining properties could take until the beginning of 2025, that coupled with the 18 – 24 months means completion could be in 2026.

The intent of the design for construction of Shaw between DeWolf and Leonard is to have a full closure of this section of Shaw with a detour of traffic south to Gettysburg to get around the closure for the duration of street and underground utilities construction. This closure is similar to the Shaw closure we had between Leonard and Highland Avenues during the first six months of construction of Shaw between Leonard and McCall Avenues. When deciding to use a full closure during construction, staff takes many components into consideration. Those components are mainly comprised of public safety, public convenience, and cost. The following is the rationale for a full closure for the duration of the Shaw construction between DeWolf and Leonard Avenues:

- Can traffic flow through the site during construction of the undercrossing? Construction of the undercrossing involves excavation over 20 feet deep across the entire width of the right of way. An option to construct the undercrossing in phases within the Shaw Avenue right of way and allow traffic through the construction site is not plausible while maintaining a safe condition for the public.
- Can we shorten the full closure by phasing the road and utility work with traffic on Shaw before a full closure for the undercrossing? If we have a full road closure, we estimate the project construction to take 8 to 12 months. If we phase the work we can shorten the full closure to approximately 4 months, however the project cost would increase by an estimated \$1 million, and the total length of the project would increase to 14 months.

The conclusion was that a full closure is needed for public safety for the construction of the undercrossing. A full closure for the entirety of the project keeps the project within budget and it is more convenient to the public to finish the project 6 months earlier and not have multiple modifications to the traffic patterns that can cause confusion for the public.

It is practice with all capital projects to maintain an access to all businesses and residents that are affected by construction. When the design of Shaw first started, there was no proposed development on the southwest corner of Shaw and Leonard, so no consideration was needed for access. When the City first found out about the Loma Vista Marketplace development coming in, staff assumed we would have Shaw complete before the development. When it became a possibility that the development might be complete first, staff looked to make sure the development had access on Leonard that could be maintained, and they do. Since access to the site could be maintained, staff felt we had met the accommodations needed. Staff was first made aware in August of 2022 that the Loma Vista Marketplace assumed they would have access on Shaw during construction, and it was clarified then that they would not. In August of 2022, a McDonalds representative contacted staff about access to Shaw during the Shaw project. Staff let the representative know that the businesses along Shaw between DeWolf and Leonard would not have access to Shaw during construction as Shaw would be closed. This led to Rachel Orlando of General Partners contacting staff to confirm the information at which time staff confirmed that Shaw Avenue would be closed during the Shaw Widening project.

The question has been asked by Loma Vista Marketplace as to why we need a road closure to build the undercrossing when it has been done in other locations without a closure. To explain this, it is necessary to understand that there are two types of grade-separated designs. The first

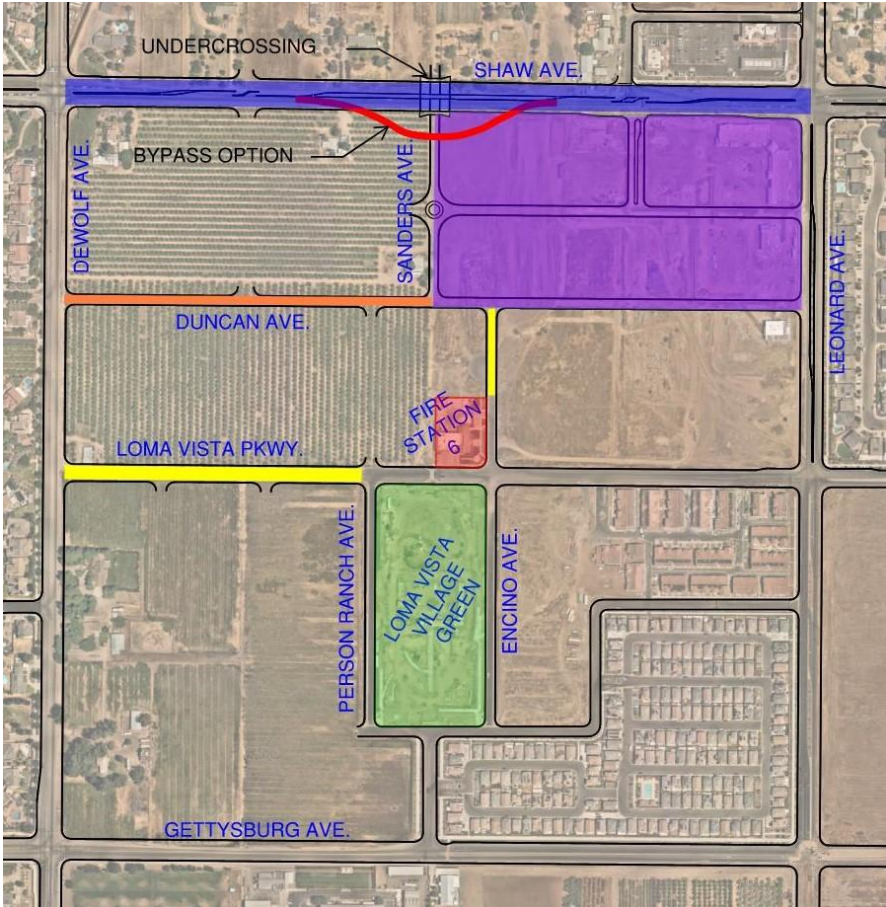
is when you are constructing an overcrossing, or a structure that is going over the travel lanes you wish to keep open. In this case, temporary form work is built over the lanes of travel to allow the construction of the overcrossing to occur without closing traffic. Building the formwork can usually take place with only lane shifts or lane reductions for traffic. The second design is when you are constructing an undercrossing, which is a structure that is going under the travel lanes you wish to keep open. In this case, if you have enough room, you can build the undercrossing in segments by narrowing the existing road to one side of the right of way, building a portion of the undercrossing then relocating the road over the completed portion and completing the structure. Another option for this case is to relocate the entire road temporarily around the site of the undercrossing, the structure is then built, and the road is relocated back over the structure. Our design for Shaw is the second case, an undercrossing, as we are building a structure under the lanes we wish to keep open. As previously explained, we do not have enough room to construct the structure in segments and maintain public safety, so the other option would be building a temporary road to the south of the structure.

Alternative to Full Closure if Desired by Council

Instead of a full closure of Shaw, a second option for the Shaw construction between DeWolf and Leonard would include building a temporary road south of the undercrossing and parallel to Shaw for approximately one quarter mile. This option would allow through traffic on Shaw for the duration of the project and fulfills the goal requested, but it has some drawbacks. This option would cost an additional \$1.5 million to construct, not including any additional right of way cost

for the property to the west of the Loma Vista Marketplace needed to install the temporary road. This option would affect the developer's future phases on site and take approximately 15 months for construction. It must also be pointed out that the Loma Vista Marketplace access to Shaw would still be prevented for about 3 months to allow the construction of the frontage improvements including utilities. The only way to avoid this is if the developer installs the utilities and constructs the easterly portion of Shaw prior to the development wanting Shaw access.

Other options that have been suggested is for the developer



to work with the property owners to the west and construct Duncan Avenue or Loma Vista Parkway to connect the Marketplace to DeWolf with a local road.

To reconfirm, staff is bringing two options of moving forward with Shaw Construction due to the request by Loma Vista Marketplace to consider options to keep Shaw open to traffic. The following options are:

1. Full closure of Shaw between DeWolf and Leonard Avenue for the construction of Shaw Avenue Improvements as currently planned.
2. Pursue a new design with a temporary road to maintain through traffic on Shaw during construction of the Shaw Avenue Improvements. If this alternative is selected a funding source for the additional cost will need to be provided for by the developer and the developer will need to agree to facilitate the right of way needed for the temporary road.

Staff is recommending Option 1, a full closure of Shaw as currently planned during construction of Shaw Avenue.

FISCAL IMPACT

The Shaw Widening project is funded by Regional Measure C. The \$21 million in Measure C funding for the Shaw Avenue construction between DeWolf and McCall has helped lower the cost of development fees for developers. The project is currently using all the Measure C funding with the project estimate that includes a full street closure during the construction of Shaw Avenue between DeWolf and Leonard Avenues. Since Measure C funding is supplanting development fees, any cost above the funding would need to be supported by developer funding.

REASON FOR RECOMMENDATION

Loma Vista Marketplace has requested that the City maintain full access of Shaw Avenue during construction of Shaw between DeWolf and Leonard Avenues. Staff has given options with the financial and schedule impacts and needs Council direction.

ACTIONS FOLLOWING APPROVAL

Staff will move forward with implementing design and construction of Shaw Avenue to follow through with the intent of Council direction.

Prepared by: Thad Avery, City Engineer
David Merchen, City Planner

Reviewed by: City Manager *JA*

Loma Vista Marketplace, L.P.

To: Council Members, City of Clovis

From: General Partners, Loma Vista Marketplace

Subject: Request for Agenda Item at next City of Clovis Council Meeting

Agenda Request: We are asking that the City of Clovis keep Shaw Avenue open. We request the time to provide the background of the Loma Vista Marketplace development, review the impact of a full Shaw Avenue closure, and offer an alternative to Council that may not require a full closure of Shaw Avenue.

We are requesting that the Shaw expansion, when it occurs, be conducted in a way that would not require the closure of Shaw between DeWolf and Leonard. The Clovis Planning and Development Department notified us recently that Shaw will be closed for at least one year during the expansion of Shaw and construction of the tunnel for the Sanders Avenue undercrossing. The project start date is unknown and estimated duration is at least 2 years.

The closure of Shaw would be detrimental to the small business owners who have leased space to operate in the Loma Vista Center, the businesses that have leased space in Loma Vista Marketplace, and the Loma Vista Marketplace partners who have risked their own funds to build the Loma Vista Marketplace. It would delay or possibly shut down retail services for the 25,000+ residents who have recently moved into this area with the expectation of amenities following them and will be tremendously disappointing for the multitude of families who have long waited for more commercial services within the surrounding areas. The long-term closure of Shaw will impact economic development in the Loma Vista Center as developers and businesses lose trust in Clovis' commitment to support economic development. Finally, it will reduce the additional revenues that will accrue to the City of Clovis as a result of the impact to the current development of Loma Vista Marketplace and the curtailment of planned developments within the Loma Vista Center. Because of these potentially devastating impacts, we respectfully request this item be added to the Agenda.

Background on Loma Vista Marketplace: The families who contributed their land into the Loma Vista Marketplace partnership owned this land long before Clovis' master plan for the Loma Vista Center. We welcomed the City of Clovis' vision for the Loma Vista Center – however the specific design with the umbrella curved roads and multiple land uses within 20-acre parcels made it impossible to sell or develop this land. The Clovis Planning and Development Department and the landowners had numerous conversations starting in the

early 2000s to improve the usability of the land so that the vision could be realized. Our primary concern was the umbrella curved roads which were made straight with an amendment to the master plan in 2017. Our other concern was the underground crossing intended to connect the two parks north and south of Shaw. However, we were not overly concerned about this as we, with good cause, assumed Shaw would remain open during construction and that this project would be completed before the center was open for business. We recommended that the Shaw expansion be phased with construction beginning from DeWolf and proceeding east – and the Planning and Development Department agreed with this recommendation.

Communications regarding Shaw Expansion: We formally began work with the City of Clovis on the Loma Vista Marketplace in 2018. We met with the Planning and Development Department numerous times from 2018 onwards as we worked on the site plans, building designs, construction scheduling, and leasing of the pads. We would often ask about the timing of the fire station, the park, and the Shaw expansion. The fire station is now complete, and the park is almost complete – both beautiful additions to Clovis. Staff would indicate that the Shaw expansion was progressing despite delays in securing eminent domain. There was never a mention of any closure of Shaw except perhaps that it might be closed for two to four weeks. We asked about access to the Loma Vista Marketplace center since this affects leasing, financing, and ultimately the success of tenants' businesses. We first heard from the City regarding possible access issues around Loma Vista Marketplace on October 17, 2023. We then learned in a meeting with the Planning and Development Department that 1) there was no specific date when the project would start due to continued issues with eminent domain, 2) the project would require at least one year to relocate utilities (assumably due to the scope of the tunnel project), and 3) the construction in Year 2 would shut down Shaw for at least one year. We were shocked! The Planning and Development Department confirmed this terrible news in an email on December 13, 2023.

Update on Loma Vista Marketplace: The Loma Vista Marketplace includes 20 acres at the Southwest corner of Leonard and Shaw. Phase I of the center includes 33,500 sf and this is completely leased. Businesses are working on their tenant improvements with many ready to open for business in early 2024. These businesses include Me-N-Eds, Dutch Bros., McDonalds, Panda, and more. Phase II has 121,000 sf with anchor tenants including Ross, Alta, and more. It may also include Tractor Supply Company. The City Planning and Development Department has been very collaborative and responsive on the Phase II Site Plan which should be complete in early January.

Negative Impacts of Shaw Closure:

1. Impact to 25,000+ recent residents and surrounding families: reduced access to retail services for which these families have waited years and/or expected when they moved into these neighborhoods.
2. Impact to jobs created by the retail businesses moving into the Loma Vista Marketplace and the surrounding commercial developments.
3. Impact to small businesses: the small businesses that invested their life savings to start a business in these commercial centers would have impacted revenues that might jeopardize their business.
4. Impact to the realization of a vibrant Center: the closure of Shaw would delay by years the development of additional retail as commercial developers look to invest elsewhere (Planning and Development Departments' current estimate would have the Shaw expansion completed in 2-5 years).
5. Reduced revenues to City of Clovis: Expected tax revenues from the Loma Vista Marketplace tenants would be \$500,000 annually based upon \$50,000,000 in sales. Expected tax revenues from nearby commercial property owners would also be in jeopardy as land development would be delayed if Clovis plans to close Shaw.

Purported Cause for Shaw Closure: The Planning and Development Department suggests that the year-long closure of Shaw is due to the deep tunnel construction that doesn't allow for lanes to remain open or lanes to be available at the side of the road. There are numerous examples of undercrossings built in Fresno and Clovis where the road remained open for traffic (such as construction of the State Route 168, State Route 41, and the BNSF grade separation at Shaw and Marks avenues).

Possible Solutions: First, there are ways to construct a tunnel in ways that the roads remain open. Clovis is known for its can-do abilities. We understand that a two to four week closure might be required. However, the design and construction planning should never have allowed for a complete year-long closure. Second, there are alternative designs like at-grade crossings that would cost the City less long term and would better fit the vision of the community crossing.

Respectfully,

Will Dyck, President
Philip Neufeld, General Partner
Loma Vista Marketplace



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: January 8, 2024

SUBJECT: Consider Approval - Res. 24-____, Awarding of Permanent Local Housing Allocation (PLHA) Affordable Housing Funds to the successful applicant, Central California Housing Corporation (dba Affordable Housing Development Corporation (AHDC)), and Better Opportunities Building, Inc. (B.O.B.), in the amount of up to \$1,481,281, for the development of affordable senior rental housing units.

Staff: Claudia Cazares, Management Analyst

Recommendation: Approve

ATTACHMENTS: 1. Resolution
2. Site Plan

CONFLICT OF INTEREST

Councilmembers should consider recusal if a campaign contribution exceeding \$250 has been received from the project proponent (developer, applicant, agent, and/or participants) within the preceding 12 months (Government Code 84308).

RECOMMENDATION

Consider approving a resolution awarding of Permanent Local Housing Allocation (PLHA) Affordable Housing Funds to Central California Housing Corporation (dba Affordable Housing Development Corporation (AHDC)), and Better Opportunities Building, Inc. (B.O.B.), in the amount of up to \$1,481,281, for the development of affordable senior rental housing units.

EXECUTIVE SUMMARY

The City of Clovis is the recipient of \$1,559,243 in Permanent Local Housing Allocation (PLHA) entitlement funds from the State of California. City staff published a Request for Proposals in October 2023 for the allocation of PLHA funds and received two proposals. City staff proposes to award \$1,481,281 of the allocated PLHA funds to the developer partnership between AHDC and BOB (Housing Authority's development arm) for the development of 51 units of affordable senior rental housing at 135 Osmun (Osmun and Barron).

BACKGROUND

The Building Homes and Jobs Act of 2017 (SB 2) was established to provide for a permanent, on-going source of funding to local governments for housing related projects and programs that assist in addressing unmet housing needs in local communities. The Act established a \$75 recording fee on real estate documents to increase the supply of affordable housing in California. The funds are allocated annually by the state of California, and the \$1.5M in PLHA funds represents three years’ worth of PLHA entitlement allocation for Clovis, as follows.

Allocation Years	PLHA Award Amount
Year 1	\$ 365,609.00
Year 2	\$ 568,270.00
Year 3	\$ 625,364.00
TOTAL	\$ 1,559,243.00

A total of \$77,962 of the allocated PLHA funds (5% of the total) is available to help pay for City administrative expenses. The balance of \$1,481,281 is available for award to an affordable housing development.

City staff published a Request for Proposals on September 27, 2023, for the allocation of PLHA funds. Two proposals were received. City staff is recommending an award of \$1,481,281 in PLHA funds to the 135 Osmun development as proposed by Affordable Housing Development Corporation (AHDC) and Better Opportunities Builder Inc. (BOB).

The development proposes construction of 51 units of affordable housing units restricted to those 62 years of age and over, to be located at 135 Osmun (see Attachment 2 – Site Plan).

If PLHA funds are approved for award, City staff will return at a subsequent Council meeting date for Council approval of the Development Agreement for the use of PLHA funds at the 135 Osmun development.

FISCAL IMPACT

A total of \$1,559,243 in PLHA funds are available in the 2023-2024 Budget.

REASON FOR RECOMMENDATION

Timely award and expenditure of PLHA funds are required by the State of California. The recommended action will help the City meet HCD’s requirements for funding allocation and expenses.

ACTIONS FOLLOWING APPROVAL

Staff will propose City Council approve a Development Agreement for PLHA funds for the 135 Osmun Avenue development at either the January 16 or February 5, 2024, City Council Meeting.

Prepared by: Claudia Cazares, Management Analyst

Reviewed by: City Manager *[Signature]*

RESOLUTION 24-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AWARDING PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FUNDS FOR THE 135 OSMUN SENIOR HOUSING DEVELOPMENT PROJECT

WHEREAS, the City of Clovis is an entitlement city for the purpose of receiving Permanent Local Housing Allocation (PLHA) Program funds from the State of California as funding through the Building Homes and Jobs Act of 2017 (SB2); and

WHEREAS, the City has received a total of \$1,559,243 of PLHA funds in the 2019, 2020 and 2022 allocation years, of which \$77,962 will be allocated by the City for City administrative expenses, and \$1,481,281 of which is available to be awarded by the City to an eligible development project; and

WHEREAS, on September 27, 2023, the City of Clovis issued a duly noticed Request for Proposals for the use of PLHA Development Project funds.

NOW, THEREFORE, BE IT RESOLVED that the City of Clovis approves the awarding of the PLHA Program Funds to Central California Housing Corporation (dba Affordable Housing Development Corporation (AHDC)), and Better Opportunities Building, Inc. (B.O.B.), in the amount of up to \$1,481,281, for the development of affordable senior rental housing units at 135 Osmun; and

BE IT FURTHER RESOLVED, a separate but related Development Agreement will be brought forth to City Council at a subsequent Council meeting for review and approval in regard to the use of PLHA Program funds.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held January 8, 2024, by the following vote, to wit:

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

DATED: January 8, 2024

Mayor

City Clerk

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OSMUN AVE

BARON AVE

2nd STREET

Attachment 2

