



CITY of CLOVIS

AGENDA • CITY COUNCIL MEETING

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

March 1, 2021

6:00 PM

Council Chamber

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

SPECIAL NOTICE REGARDING PUBLIC PARTICIPATION DUE TO COVID-19

Given the current Shelter-in-Place Order covering the State of California and the Social Distance Guidelines issued by Federal, State, and Local Authorities, the City is implementing the following changes to participate in Council meetings until notified otherwise. The Council chambers will be open to the public but we will be implementing social distancing policies and will limit the number of people who may be in the Council chambers. Face masks are required to attend. We are encouraging residents to participate virtually following the directions below. If you are sick, please do not attend the meeting. Any member of the City Council may participate from a remote location by teleconference.

- The meeting will be webcast and accessed at: <https://cityofclovis.com/government/city-council/city-council-agendas/>

Written Comments

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

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



- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.

- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.

Verbal Comments

- If you wish to speak to the Council on an item by telephone, you should contact the City Clerk at (559) 324-2060 no later than 4:00 p.m. the day of the meeting.
- You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into Webex to participate in the meeting. Staff recommends participants log into the Webex at 5:30 p.m. the day of the meeting to perform an audio check.
- All callers will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
- You will be able to speak to the Council for up to three (3) minutes.

Webex Participation

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

CALL TO ORDER

FLAG SALUTE - Councilmember Flores

ROLL CALL

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

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

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

1. Administration - Approval - Minutes from the February 16, 2021 Council Meeting.
2. Fire - Approval – Authorizing the City Manager to waive the City's formal bidding requirements and authorize the purchase of four (4) AirVac 911 Exhaust Removal Systems and related equipment in the amount of \$139,996.
3. Fire - Approval - Award Weed and Rubbish Abatement Contract to Newton's Custom Tractor Work and Sequoia Western for discing, handwork, trash hauling, grading, tire disposal, and tree stump removal.

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.

4. Consider items associated with the establishment of objective standards for single family residential development.
 - a. Consider Approval – Res. 21-____, A request to adopt objective single family residential design and development standards.
 - b. Consider Introduction – Ord. 21-____, A request to amend the standards of the R-1-MD (Single Family Residential Medium Density) zone district and the general property development and use standards related to parking for single family residential uses.

Staff: Dave Merchen, City Planner

Recommendation: Approve

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

5. Consider items associated with ±1,050 acres of property located north of Shepherd Avenue generally between Sunnyside Avenues and North Carson Avenue (Big Dry Creek Dam).
 - a. Consider Approval – Res. 21-____, A request authorizing the City Manager to execute a consultant agreement between the City of Clovis and De Novo Planning Group for the preparation of an Environmental Impact Report (EIR) and related services.
 - b. Consider Approval – Res. 21-____, A request allowing for the preparation and submittal of an application to the Fresno County Local Agency Formation Commission to amend the City of Clovis Sphere of Influence to include ±1,050 acres.

Staff: Ricky Caperton, Senior Planner

Recommendation: Approve

6. Receive and File - 2021 Five-Year Financial Forecast for the City of Clovis through Fiscal Year 2025-26 and discuss options for budget preparation for 2021-22.

Staff: Jay Schengel, Finance Director
Recommendation: Receive and File

7. Consider Approval – Res. 21-____, Approving the Contract Extension for Shelli Vinson as a Contract Extra Help Fire Inspector II in Accordance with Government Code Section 21224.

Staff: John Binaski, Fire Chief
Recommendation: Approve

COUNCIL ITEMS

8. Consider – For the City Council to Provide Policy Direction to Oppose, Unless Amended, Proposed Legislation – SB 9 (Atkins).

Staff: Andy Haussler, Community and Economic Development Director
Recommendation: Consider

9. Consider Approval – Change of Council Meeting Schedule.

Staff: Luke Serpa
Recommendation: Approve

WORKSHOP - For the Clovis City Council to conduct a workshop to discuss the impact on ongoing City operations during the COVID-19 State of Emergency as declared by the Federal Government, State of California, County of Fresno, and City of Clovis; and to explore actions the City may take in response to the crisis.

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.

10. Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Desiree Martinez, Maria De Jesus Sanchez v. City of Clovis, et al.

ADJOURNMENT

MEETINGS AND KEY ISSUES

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

March 8, 2021 (Mon.) (To Be Cancelled)

March 15, 2021 (Mon.)

March 22, 2021 (Mon.) (To Be Added)

April 5, 2021 (Mon.)

April 12, 2021 (Mon.)

April 19, 2021 (Mon.)

CLOVIS CITY COUNCIL MEETING

February 16, 2021

6:00 P.M.

Council Chamber

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

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

PUBLIC COMMENTS – 6:01 P.M.

Resident Jan Trotter emailed city council a request for council to reconsider allowing backyard hen chickens in the city limits.

CONSENT CALENDAR – 6:03 P.M.

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

1. Administration - Approved - Minutes from the February 8, 2021 Council Meeting.
2. Administration - Received and Filed - Business Organization of Old Town (B.O.O.T.) Second Quarter Report, October through December 2020.
3. General Services – Approved – Claim Rejection of the General Liability Claim for George Beal.
4. Planning and Development Services - Approval – Final Acceptance for Final Map for Tract 6202, located at the southeast area of Alluvial and Fowler Avenues (Wilson Premier Homes, Inc.)
5. Planning and Development Services - Approved – Final Acceptance for Final Map for Tract 6127, located at the northeast area of Leonard Avenue and Barstow Avenues (Woodside Homes).
6. Planning and Development Services - Approved – Final Acceptance for Final Map for Tract 6197, located at the northeast area of Leonard Avenue and Barstow Avenue (Woodside Homes).
7. Public Utilities – Approved – **Res. 21-27**, A Resolution Initiating Proceedings for the Annual Levy of Assessments for Landscape Maintenance District No. 1.

PUBLIC HEARINGS

6:05 - ITEM 8A - APPROVED - **RES. 21-28**, A RESOLUTION ANNEXING TERRITORY (ANNEXATION #67) (T6284-SOUTHEAST CORNER OF SUNNYSIDE AND TEAGUE) TO THE CITY OF CLOVIS COMMUNITY FACILITIES DISTRICT NO. 2004-1 (POLICE AND FIRE SERVICES) AND CALLING A SPECIAL LANDOWNER ELECTION TO ANNEX TERRITORY (ANNEXATION #67) TO CITY OF CLOVIS COMMUNITY FACILITIES DISTRICT NO. 2004-1 (POLICE AND FIRE SERVICES); AND ITEM 8B - APPROVED - **RES. 21-29**, A RESOLUTION OF THE CITY OF CLOVIS DECLARING THE RESULTS OF

A SPECIAL LANDOWNER ELECTION AND DIRECTING RECORDING OF THE NOTICE OF SPECIAL TAX LIEN FOR CITY OF CLOVIS COMMUNITY FACILITIES DISTRICT NO. 2004-1 (POLICE AND FIRE SERVICES).

Finance Director Jay Schengel presented a report on actions related to annexation of Territory (Annexation #67 (T6284-Southeast Corner of Sunnyside and Teague) to the City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services). Since the condition to establish a CFD was imposed on the developments being processed by the City, developments proceeding after March 8, 2004 must petition to be annexed to the existing CFD. This action is required to begin the process of annexation provided by the conditions of approval of the development entitlements. Jay Schengel provided an overview of Annexation #67. There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve **Resolution 21-28**, for the Council to approve a resolution annexing territory Annexation #67 (T6284-Southeast Corner of Sunnyside and Teague) to the City of Clovis Community Facilities District (CFD) No. 2004-1 (Police and Fire Services) and calling a special landowner election to annex territory (Annexation #67) to City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services). Motion carried by unanimous vote.

City Clerk John Holt reported out that he was in receipt of one ballot representing 32 votes all in favor and noted unanimous passage of the ballot measure. There being no comment, Mayor Bessinger closed the public portion. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve **Resolution 20-29**, a resolution of the City of Clovis declaring the results of a special landowner election and directing recording of the Notice of Special Tax Lien for City of Clovis Community Facilities District No. 2004-1 (Police and Fire Services). Motion carried by unanimous vote.

ADMINISTRATIVE ITEMS

6:10 – ITEM 9 - APPROVED - **RES 21-30**, APPROVING AN INTERFUND LOAN BETWEEN THE GENERAL GOVERNMENT SERVICES FUND AND THE WATER SERVICE FUND TO FINANCE THE CONSTRUCTION OF FIRE STATION 6.

Finance Director Jay Schengel presented a report on a request to approve an interfund loan agreement between the General Government Services Fund and the Water Service Fund to finance the construction of Fire Station 6 for an amount not to exceed \$7,500,000. On January 11, 2021, the City Council authorized staff to develop an agreement memorializing a \$5,000,000 Interfund loan from the Water Fund to the General Government Services Fund to finance the construction of Fire Station 6. At the January 11, 2021 meeting City Council approved in concept the loan amount of \$5,000,000 which was for the actual construction cost of Fire Station 6. Subsequent to January 11, 2021, staff has analyzed total costs of Fire Station 6 including the building construction as well as land cost, architectural, construction management, station equipment and furnishings, and project contingency costs. The total cost to construct Fire Station 6 is approximately \$7,900,000 when all costs are considered.

There is approximately \$400,000 on hand to pay for project costs leaving the need to finance an increased amount of \$7,500,000 via an interfund loan. Annual payments will be approximately \$800,000 with the average annual Local Agency Investment Fund rate on a ten year term. Staff is recommending that City Council authorize the Public Utilities Director to execute the Loan Agreement on behalf of the Water Service Fund and the City Manager to execute the Loan Agreement on behalf of the General Services Fund.

There being no comment, Mayor Bessinger closed the public portion. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Whalen, for the Council to approve an interfund loan agreement between the General Government Services Fund and the Water Service Fund to finance the construction of Fire Station 6 for an amount not to exceed \$7,500,000.

WORKSHOP

City Manager Luke Serpa provided an update to council on the numbers associated with the COVID-19 pandemic.

Debbie and Chrystal Nakacio, residents, commented on the problems with homeless near the corner of Ashlan and Clovis Avenues as well as along the freeways.

CITY MANAGER COMMENTS

City Manager Luke Serpa indicated that the flooring in the foyer of city hall is currently being replaced and will be used for the March 2, 2021 election for the 11 day period beginning February 20, 2021. He also indicated that staff would be coming back to council a review of SB-9 on March 1, 2021.

COUNCIL COMMENTS

Councilmember Whalen commented on the Landmark Square groundbreaking today and thanked staff for a job well done.

Councilmember Ashbeck complemented staff for the Landmark Square groundbreaking today.

Councilmember Mouanoutoua commented on seeing kids going back to school and how that brought him joy. He also complemented staff for the Landmark Square groundbreaking today.

Councilmember Flores complemented staff for the Landmark Square groundbreaking today and talked about the history of that location.

Mayor Bessinger complemented staff for the Landmark Square groundbreaking today and discussed the legacy of Landmark Square and movement of the Tom Stearns trail station.

PRELIMINARY - SUBJECT TO APPROVAL

AGENDA ITEM NO. 1.

Mayor Bessinger adjourned the meeting of the Council to March 1, 2021

Meeting adjourned: 7:13 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: March 1, 2021

SUBJECT: Fire - Approval – Authorizing the City Manager to waive the City's formal bidding requirements and authorize the purchase of four (4) AirVac 911 Exhaust Removal Systems and related equipment in the amount of \$139,996.

ATTACHMENTS: 1. Quote from AirVac

CONFLICT OF INTEREST

None

RECOMMENDATION

Approve the waiving of the City's formal bidding requirements and authorize the purchase of four AirVac 911 Exhaust Removal Systems and related equipment from AirVac, Dover, NH in the amount of \$139,996 via AirVac's GSA Contract.

EXECUTIVE SUMMARY

This purchase will replace the current exhaust removal systems at Fire Stations 1, 3, 4, and 5, which are in various levels of disrepair. The current systems are 15 years old and the manufacturers are no longer in business which does not allow us to purchase parts to repair or upgrade the systems. The AirVac exhaust systems are currently in our specifications for the apparatus bays in our new Station 6 and for the re-build of Station 2. As a result of these units being placed in new Station 6 and Station 2, we are recommending the same equipment be installed in the remaining 4 stations so all 6 City stations have the same system. This will make it easier for Facilities Maintenance to maintain and repair, if needed. It is recommended that the City waive the formal bidding requirements and purchase the systems and equipment via the vendor's GSA Contract in order to standardize the systems throughout all of our fire stations.

BACKGROUND

The Clovis Fire Department currently has exhaust removal systems installed in all five fire stations that are used to remove the diesel exhaust from fire vehicles when the vehicles are running inside the apparatus bays. Personnel are exposed to exhaust daily between the

department running over 10,500 calls for service annually and other daily duties that require personnel to leave and return to the station. Vehicle exhaust emissions generate cancer-causing emissions. These emissions occur during startup, when returning to quarters, and during routine activities in our facilities.

The current exhaust systems are designed with a hose that attaches magnetically to the exhaust pipe of the apparatus and only captures exhaust when the apparatus starts up and exits the station. The hose system is on a rail that slides toward the front doors of the apparatus bays as the fire apparatus leaves the station. When the fire apparatus is going to leave the station, the exhaust system is activated and begins removing exhaust while the engine is started. As the apparatus leaves the station, the hose slides down a rail and it detaches at the end of the rail system as the apparatus exits the station. The current systems are not designed to capture exhaust when entering the station. When the fire apparatus returns to the station, it is driven through the rear bay doors and parks inside. The system's rail that the hose slides on is designed to attach to the apparatus at the position where the apparatus is parked and only extends to the front of the station. When the apparatus enters the station, the exhaust is not being captured. After the apparatus is parked, personnel exit the apparatus, getting exposed to the exhaust that is not captured, and attach the hose back to the exhaust pipe in order to capture the exhaust the next time they leave the station. These exhaust extraction systems were purchased approximately 15 years ago, being at the forefront of cancer prevention and firefighter health and safety at that time. Over time, the systems have suffered wear and tear and they have been cost prohibitive to maintain; parts are no longer available for the 15 year old systems, and attempts at fabrication have been unsuccessful to keep them operational and up to CalOSHA standards, exposing our personnel to carcinogens.

The AirVac systems are hands-free that do not require hoses or vehicle hookups. The AirVac units are self-contained and hang from the ceiling. When activated, the units operate similarly to a whole-house fan and the air inside the bay is drawn and flows through the units and is filtered removing the exhaust particles and carcinogens. The AirVac exhaust systems are NFPA and OSHA compliant. The systems do not have hoses and do not require personnel to manually hook anything up to the exhaust pipe. The system can be activated when the bay doors are opened when returning to the station so the exhaust is captured when the apparatus enters the station, reducing the exposure to personnel.

In 2020, the Fire Department applied for funding through the Assistance to Firefighters Grant. Our department was awarded grant funding in the amount of \$144,147.27, which was accepted at the October 5, 2020 City Council meeting. At the same meeting, the City Council passed a budget amendment for this project which included the purchase and installation of these units.

The GSA Contract is a nationwide public procurement service that makes the governmental procurement process more efficient. All contracts available to participating members have been awarded by virtue of a public competitive procurement process compliant with federal statutes and there is an exemption for local first responder agencies to purchase from this federal bid. Waiving the City's formal bidding process will allow the Fire Department to

purchase the same equipment that has been approved for installation in the new Station 6 and the rebuild of Station 2. In cooperation with our Facilities Maintenance, this will allow the City to standardize the systems across all of the stations and improve efficiency in maintenance, repairs, and purchasing parts for one system instead of multiple systems.

FISCAL IMPACT

The exhaust systems and related equipment will be purchased for \$139,996 from the current FY 2020/21 Fire Department budget with the amended funds from the AFG award. The balance of the grant award will be utilized for electrical work needed for the new systems.

Purchase for all four systems will be made at one time. The equipment will be delivered and then installed by AirVac, which is included in the total cost.

REASON FOR RECOMMENDATION

This exhaust removal system will enhance the safety of our personnel, reduce exposure to carcinogens in diesel exhaust, and standardize systems in all of the City's stations to match the same system being installed in Station 6 and the rebuild of Station 2.

ACTIONS FOLLOWING APPROVAL

1. Finalize purchase contract with AirVac and order equipment.
2. Order and receive equipment.
3. Coordinate with Facilities Maintenance and AirVac for the installation of the systems.

Prepared by: Chris Ekk, Deputy Fire Chief

Reviewed by: City Manager *JE*



PROPOSAL – AIRVAC 911® Multi-Directional (Horizontal & Vertical) Air Flow Exhaust Removal System

THE SALE OF AIRVAC 911®, ENGINE EXHAUST AIR FILTRATION SYSTEM, BY AIR VACUUM CORPORATION OF DOVER N.H., FOR REMOVAL OF HAZARDOUS EMISSIONS FROM FIRE, RESCUE, TRUCKING, AND OTHER HEAVY EQUIPMENT FLOOR AREAS.

THIS QUOTATION HAS BEEN PREPARED FOR: 1/27/2021



Facility Maintenance Supervisor, Ben Hutchinson
City of Clovis
155 N Sunnyside
Clovis, CA 93611-5450

SPECIFICATIONS

MODEL: AIRVAC 911®, VERTICAL AIR FLOW DESIGN, CEILING HUNG, RE-CIRCULATING AIR FILTRATION SYSTEM. MANUFACTURED BY: AIR VACUUM CORPORATION, 6 FARADAY DRIVE, DOVER, NH 03820.

FILTRATION: "4-STAGE" FILTER PACK. ALL FILTERS ARE INDUSTRY STANDARD SIZED, UL TESTED & CERTIFIED.

PRE-FILTER (STAGE 1): 24" X 24" X 1". 3-PLY POLYESTER CONSTRUCTION. TWO LAYERS OF 16/40 DUAL DENIER POLY FIBERS WITH A FINAL DUST CATCHING ADHESIVE LAYER. SELF-SEALING FILTER WITH PRE-INSTALLED INTERNAL HEAVY GAGE WIRE FRAME. MERV 8. PERFORMANCE BASED ON A.S.H.R.A.E. 52.1-1992 TEST METHOD. CLASSIFIED AS A UL CLASS 2 FILTER, ACCORDING TO UL STANDARD 900 AND CAN 4-S111.

MAIN MEDIA FILTER (STAGE 2): 24" X 24" X 6". "HEPA MAX 3000" HIGH EFFICIENCY PARTICULATE AIR FILTER. DOP TESTED WITH 0.3 MICROMETER SIZED PARTICLES TO HAVE A **MINIMUM EFFICIENCY OF UP TO 95% AND EXCEEDS THE MAXIMUM EFFICIENCY OF 98% ASHRAE 52.1 TESTED FILTERS.** CONSISTS OF A PLEATED MEDIA PACK ENCLOSED WITHIN A GALVANIZED STEEL FRAME ASSEMBLY. ULTRA-FINE FIBERGLASS MEDIA FORMED IN A SERIES OF PLEATS SEPERATED BY CORRUGATED ALUMINUM DIVIDERS TO MAINTAIN UNIFORM SPACING BETWEEN EACH PLEAT FOR OPTIMAL AIRFLOW. CLASSIFIED CLASS 2 ACCORDING TO U.L. STANDARD 900 AND IS CLASSIFIED MERV 16 IN ACCORDANCE WITH ASHRAE STANDARD 52.2. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 16 LBS.

GAS-PHASE EXTRACTOR (STAGES 3&4): ONE 24" X 24" X 4", "MULTISORB 3000" BLENDED GAS PHASE EXTRACTOR. 50/50 RESPIRATOR GRADE ACTIVATED CARBON GRANUALS EFFECT FOR REMOVAL OF HIGH WEIGHT MOLECULAR GASES WITHIN DIESEL EXHAUST (VOC'S, HYDROCARBONS, BENZENE, OCTANE, METHANOL AND MORE) AND POTASSIUM PERMANGANATE FOR REMOVAL OF LIGHT WEIGHT MOLECULAR GASES (*SULFUR DIOXIDE, NITROGEN DIOXIDE, FORMALDEHYDE AND MORE*). FILTER IS CONSTRUCTED WITHIN A 24ga METAL FRAME WITH INTERNAL "HONEYCOMB" CONTAINMENT STRUCTURE. 50/50 BLEND EQUATES TO 28+/- LBS OF CARBON. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 30 LBS.

CABINET CONSTRUCTION: 18 & 16 GAUGE, ALL WELDED STEEL CONSTRUCTION. 25" X 26" X 28" CUSTOM GRAY POWDER COAT PAINT FINISH. **TWO HINGED ACCESS PANELS:** ONE, TO THE FILTER BANK AND THE OTHER TO THE MOTOR/BLOWER UNIT. A "DWYER" MAGNEHELIC STATIC PRESSURE GAGE, ALLOWS USER TO VISUALLY CHECK ON THE STATUS OF THE FILTER BANK. **FOUR HORIZONTAL & ADJUSTABLE AIRFLOW GRILLS.** "QUICK LATCH" FILTER COMPARTMENT WHICH IS CAPABLE OF HOLDING UP TO 15" OF FILTRATION!

ELECTRICAL: 3/4 H.P., 1725 RPM, 115 VOLT SINGLE PHASE ELECTRIC MOTOR, 13.6 F.L. AMP., RESILIENT MOUNT, AUTOMATIC THERMAL PROTECTION. ELECTRIC MOTOR, RESILIENT MOUNT. ALL MOTORS ARE UL APPROVED. **OPTIONS:** UNITS AVAILABLE @ 230 VOLT, SINGLE PHASE, 6.8 F.L. AMP, ADD \$75 EA. UNIT, SINGLE PHASE MOTOR USABLE @ 208-230 VOLT. 7.0 F.L. AMP. ADD \$115 EA UNIT, THREE PHASE 1 HP - @ 208-230/460 Volt, 3.4-3.6/1.8 F.L. AMPS, ADD \$255 EA. UNIT; TO BASE QUOTE.

BLOWER: CONTINENTAL CENTRIFUGAL IMPELLER AND FUNNEL CONE. NON-METAL & CHEMICALLY RESISTANT.

AVC CONTROL PANEL: UL 508 CERTIFIED CUSTOM "AUTOMATIC VEHICLE EXHAUST CONTROL", MULTI-CIRCUIT AUTOMATIC RESET TIMER CONTROL. TWO CIRCUIT CONFIGURATIONS RATED AT 20 AMPS PER. TIMING RANGE OF .1 TO 120 MIN. ENCLOSED WITHIN A NEMA-4 RATED ENCLOSURE, NECESSARY FOR APPLICATIONS WHERE WATER IS PRESENT (WASHING OF VEHICLES). MANUAL THREE POSITION SWITCH FOR: AUTO MODE, SYSTEM OFF & SYSTEM RUN OVERRIDE. LED "OPERATING" LIGHT.

AUTOMATIC ACTIVATION SWITCHES: (SEE ENCLOSURES) PHOTO ELECTRIC EYES ACTIVATE SYSTEM UPON VEHICLE MOVEMENT (OUTDOOR RANGES OF UP TO 200') AND MAGNETIC DOOR SWITCHES (ONE PER OVERHEAD DOOR).

INSTALLATION: "TURN KEY" AN ADDITIONAL CHARGE **MAY** APPLY IF THE LOCATION OF INSTALLATION DOES NOT HAVE SUFFICIENT ELECTRICAL CAPACITY TO INSTALL THE AIRVAC 911®, SYSTEM. (E.G.- 1 OPEN 20 AMP BREAKER PER UNIT + 1 FOR THE CONTROL PANEL). **AVC PRICING DOES NOT INCLUDE THE COST OF ANY PERMITS, LICENSING FEES, REGISTRATION FEES, SALES/USE TAXES OR OTHER FEES THAT MAY BE REQUIRED UPON INSTALLATION AND BY PLACING AN ORDER WITH AVC THE BUYER IS RESPONSIBLE FOR ALL ADDITIONAL FEES AND ITEMS OTHER THAN WHAT HAS BEEN QUOTED. IN ADDITION TO, ANY INSTALLATION REQUESTS OTHER THAN "STANDARD"; SEISMIC OR VIBRATION MOUNTING HARDWARE, LOW VOLTAGE WIRING WITHIN CONDUIT, PAINTING OF CONDUIT, RECESSED CONTROLS/DEVICES, BURIED CONDUIT, RADIANT HEAT SHIELDING, REMOVAL OF EXISTING PRODUCTS ETC. MAY ALSO REQUIRE ADDITIONAL PRICING. NON GSA SCHEDULE ITEM.**



PRICE QUOTATION – STATION #1 (3-Phase)

Facility Maintenance Supervisor Ben Hutchinson
City of Clovis
155 N Sunnyside, 633 Pollasky Ave
Clovis, CA 93611-5450

DATE: 1/27/2021
PHONE: (559) 324-2701
FAX:
benh@cityofclovis.com

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIRVAC 911® EXHAUST REMOVAL SYSTEM	5	\$3,850.00	\$19,250.00
ADDER - 230 VOLT, 3-PHASE	5	\$255.00	\$1,275.00
AIRVAC 911® FILTER PACK (4-Stage Filter Pack, "Main Filters")	5	\$425.00	\$2,125.00
AIRVAC 911® FILTER GAUGE (Min. one per building section)	1	\$130.00	\$130.00
UL 508A CERTIFIED CONTROL PANEL - AVEC3P-2C	1	\$1,610.00	\$1,610.00
ACTIVATION PACKAGE - PB030TK 200' PHOTO EYE (set) & N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	2	\$265.00	\$530.00
	6	\$48.00	\$288.00
PREFILTERS (12 Per Box/Change date est. indicated below)	12	\$9.17	\$110.00
*ESTIMATED INSTALLATION "TURN-KEY" & DELIVERED	5	\$2,455.00	\$12,275.00
			\$37,593.00

**Non-Schedule Item"

MADE IN THE USA

- ◆ *FREIGHT: FOB Origin.* ◆ **TERMS: 1/2 Payment with the order & final payment prior to release.** ◆ *Lead-Time 8 to 10 weeks.*
- ◆ Buyer is responsible for all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation. ◆ Governmental Purchases please consult your sales rep for GSA price list.

The AIRVAC 911® System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

DIAGRAM IS NOT AVAILABLE AT THIS TIME. PLEASE CONSULT YOUR SALES REP FOR A DIAGRAM SHOWING AIRVAC 911 CEILING LOCATIONS.

Approximate Filter Life Expectancy

Prefilters 2-3 months, Main filters 12+ months.

This quotation has been prepared By: Thomas J. Vitko Date: 1/27/2021
Quotation Prices are valid for 90 calendar days from quotation date.



PRICE QUOTATION – STATION #3

Facility Maintenance Supervisor Ben Hutchinson
City of Clovis
155 N Sunnyside, 633 Pollasky Ave
Clovis, CA 93611-5450

DATE: 1/27/2021
PHONE: (559) 324-2701
FAX:
benh@cityofclovis.com

DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIRVAC 911® EXHAUST REMOVAL SYSTEM - Single Ph. 115'	2	\$3,850.00	\$7,700.00
AIRVAC 911® FILTER PACK (4-Stage Filter Pack, "Main Filters")	2	\$425.00	\$850.00
AIRVAC 911® FILTER GAUGE (Min. one per building section)	1	\$130.00	\$130.00
UL 508A CERTIFIED CONTROL PANEL - AVEC-2C	1	\$910.00	\$910.00
ACTIVATION PACKAGE - PB030TK 200' PHOTO EYE (set) & N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	2	\$265.00	\$530.00
	4	\$48.00	\$192.00
PREFILTERS (12 Per Box/Change date est. indicated below)	12	\$9.17	\$110.00
*ESTIMATED INSTALLATION "TURN-KEY" & DELIVERED	2	\$2,325.00	\$4,650.00
			\$15,072.00

**Non-Schedule Item"

MADE IN THE USA

- ◆ *FREIGHT: FOB Origin.* ◆ **TERMS: 1/2 Payment with the order & final payment prior to release.** ◆ *Lead-Time 8 to 10 weeks.*
- ◆ Buyer is responsible for all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation. ◆ Governmental Purchases please consult your sales rep for GSA price list.

The AIRVAC 911® System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

DIAGRAM IS NOT AVAILABLE AT THIS TIME. PLEASE CONSULT YOUR SALES REP FOR A DIAGRAM SHOWING AIRVAC 911 CEILING LOCATIONS.

Approximate Filter Life Expectancy

Prefilters 2-3 months, Main filters 12+ months.

This quotation has been prepared By: Thomas J. Vitko Date: 1/27/2021
Quotation Prices are valid for 90 calendar days from quotation date.



PRICE QUOTATION – STATION #4

Facility Maintenance Supervisor Ben Hutchinson City of Clovis 155 N Sunnyside, 633 Pollasky Ave Clovis, CA 93611-5450	DATE: 1/27/2021 PHONE: (559) 324-2701 FAX: benh@cityofclovis.com
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DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIRVAC 911® EXHAUST REMOVAL SYSTEM - Single Ph. 115'	5	\$3,850.00	\$19,250.00
AIRVAC 911® FILTER PACK (4-Stage Filter Pack, "Main Filters")	5	\$425.00	\$2,125.00
AIRVAC 911® FILTER GAUGE (Min. one per building section)	1	\$130.00	\$130.00
UL 508A CERTIFIED CONTROL PANEL - AVEC-6C/T2	1	\$1,380.00	\$1,380.00
ACTIVATION PACKAGE - PB030TK 200' PHOTO EYE (set) & N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	2	\$265.00	\$530.00
PREFILTERS (12 Per Box/Change date est. indicated below)	6	\$48.00	\$288.00
	12	\$9.17	\$110.00
*ESTIMATED INSTALLATION "TURN-KEY" & DELIVERED	5	\$2,325.00	\$11,625.00
			\$35,438.00

**Non-Schedule Item"

MADE IN THE USA

- ◆ *FREIGHT: FOB Origin,* ◆ **TERMS: 1/2 Payment with the order & final payment prior to release.** ◆ *Lead-Time 8 to 10 weeks.*
- ◆ Buyer is responsible for all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation. ◆ Governmental Purchases please consult your sales rep for GSA price list.

The AIRVAC 911® System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

DIAGRAM IS NOT AVAILABLE AT THIS TIME. PLEASE CONSULT YOUR SALES REP FOR A DIAGRAM SHOWING AIRVAC 911 CEILING LOCATIONS.

Approximate Filter Life Expectancy

Prefilters 2-3 months, Main filters 12+ months.

This quotation has been prepared By: Thomas J. Vitko Date: 1/27/2021
Quotation Prices are valid for 90 calendar days from quotation date.



PRICE QUOTATION – STATION #5 (3-PHASE)

Facility Maintenance Supervisor Ben Hutchinson City of Clovis 155 N Sunnyside, 633 Pollasky Ave Clovis, CA 93611-5450	DATE: 1/27/2021 PHONE: (559) 324-2701 FAX: benh@cityofclovis.com
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DESCRIPTION	QUANTITY	UNIT COST	TOTALS
AIRVAC 911® EXHAUST REMOVAL SYSTEM	7	\$3,850.00	\$26,950.00
ADDER - 230 VOLT, 3-PHASE	7	\$255.00	\$1,785.00
AIRVAC 911® FILTER PACK (4-Stage Filter Pack, "Main Filters")	7	\$425.00	\$2,975.00
AIRVAC 911® FILTER GAUGE (Min. one per building section)	1	\$130.00	\$130.00
UL 508A CERTIFIED CONTROL PANEL - AVEC3P-3C	1	\$1,940.00	\$1,940.00
ACTIVATION PACKAGE - PB030TK 200' PHOTO EYE (set) &	2	\$265.00	\$530.00
N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH	6	\$48.00	\$288.00
PREFILTERS (12 Per Box/Change date est. indicated below)	12	\$9.17	\$110.00
*ESTIMATED INSTALLATION "TURN-KEY" & DELIVERED	7	\$2,455.00	\$17,185.00
			\$51,893.00

**Non-Schedule Item"

MADE IN THE USA

- ◆ *FREIGHT: FOB Origin.* ◆ **TERMS: 1/2 Payment with the order & final payment prior to release.** ◆ *Lead-Time 8 to 10 weeks.*
- ◆ Buyer is responsible for all permits, permit fees, State/local licensing fees and applicable taxes related to the purchase of product, shipping and installation or must provide all necessary tax-exempt certificates; state, local and/or county to Air Vacuum Corporation. ◆ Governmental Purchases please consult your sales rep for GSA price list.

The AIRVAC 911® System is Provided With a FIVE YEAR WARRANTY On ALL Components (excluding consumable filters)

DIAGRAM IS NOT AVAILABLE AT THIS TIME. PLEASE CONSULT YOUR SALES REP FOR A DIAGRAM SHOWING AIRVAC 911 CEILING LOCATIONS.

Approximate Filter Life Expectancy

Prefilters 2-3 months, Main filters 12+ months.

This quotation has been prepared By: Thomas J. Vitko Date: 1/27/2021
Quotation Prices are valid for 90 calendar days from quotation date.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Fire Department

DATE: March 1, 2021

SUBJECT: Fire - Approval - Award Weed and Rubbish Abatement Contract to Newton's Custom Tractor Work and Sequoia Western for discing, handwork, trash hauling, grading, tire disposal, and tree stump removal.

ATTACHMENTS: 1. Newton's Custom Tractor Work Proposed Contract
2. Sequoia Western Proposed Contract

CONFLICT OF INTEREST

None

RECOMMENDATION

Authorize the Fire Chief to award and sign contracts for Weed Abatement contracts with Newton's Custom Tractor Work and Sequoia Western for discing, handwork, trash hauling, grading, tire disposal and tree stump removal.

EXECUTIVE SUMMARY

The Weed and Rubbish Abatement Program is an annual program to abate fire and health hazards in the City of Clovis. The Fire Department requests bidding on work every two years through printed public notices to encourage qualified contractors to submit competitive bids for the abatement of nuisances per Article 2 of Chapter 4 of Title 4 of the Clovis Municipal Code. Two bids were submitted. With the substantial volume of work orders executed in recent years and challenges in scheduling timely abatement, it is recommended that both Western Sequoia and Newton's Custom Tractor Work be awarded contracts to expedite the abatement of hazards.

BACKGROUND

Pursuant to the commencement of the Weed Abatement Program for 2021, a bid announcement was placed in the Business Journal and directly mailed to previous contractors in the area who have an interest in weed abatement and debris removal work. Advertisements were placed in accordance with our purchasing policy.

Two bids were submitted and received by the closing date of February 12, 2021. They received complete bids were from:

- 1) Sequoia Western
- 2) Newton's Custom Tractor Work

FISCAL IMPACT

The cost of abatement plus a \$300.00 administrative fee is billed directly to the property owner. If the cost is not paid to the City within the fiscal year, the cost is recovered through billing on the owner's property tax statement through the County of Fresno.

REASON FOR RECOMMENDATION

Based upon the bids, their references, and past history with the City of Clovis, it is recommended that each contractor be awarded. The volume of parcels requiring abatement, potential for late season growth, and overlapping schedules with other entities supports having two contractors available to complete the work before fire season begins.

ACTIONS FOLLOWING APPROVAL

A two-year contract will be executed by the Fire Chief with Sequoia Western and Newton's Custom Tractor Work for weed and rubbish abatement services.

Prepared by: Chad Fitzgerald, Life Safety Enforcement Manager

Reviewed by: City Manager *JH*

WEED AND RUBBISH ABATEMENT PROGRAM AGREEMENT

This Weed and Rubbish Abatement Program Agreement ("Agreement") is entered into by and between the City of Clovis, a municipal corporation ("City") "Newton's Custom Tractor Work" ("Contractor"), and is effective on April 01, 2021.

RECITALS

WHEREAS, the City and Contractor, have entered into an Agreement whereby Contractor is required to abate fire and health hazards in the City, and the City is required to inspect all debris removal and weed abatement projects; and

WHEREAS, the City requires the services of a duly qualified and licensed contractor to provide debris and noxious growth removal and disposal, lot discing and related services in connection with weed and rubbish abatement phases within City lots; and

WHEREAS, Contractor is in the business of providing such services and represents that Contractor is qualified and licensed to provide weed and rubbish abatement services required under this Agreement, including, generally, the clearing, discing and related services in connection with weed and rubbish abatement phases within City lots; and

WHEREAS, the City requested bids for weed and rubbish abatement services and Contractor submitted the lowest, complete and most responsible bid, and the City desires to award Contractor the bid, and Contractor desires to provide the City with such services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, City and Contractor agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and, by this reference, are incorporated herein, as a substantive part of this Agreement.
2. Definitions. Whenever the following terms are used in this Agreement, they shall be understood to mean and refer to the following:

Lot: Shall mean a lot, parcel, tract or piece of land, improved or unimproved, including the sidewalk area abutting or adjoining said lot, parcel, tract or piece of land, and the parkway or areas lying between the curb line and the street line of the adjoining or abutting lot bounded on the side by the prolongation in a straight line of the property lines of the lot in front of which such parkway or area exists.

Litter: Shall mean rubbish as defined in Section 6.3.01 of Chapter 6.3, Title 6, Clovis Municipal Code, which tends to create a danger to public health, safety and welfare.

ATTACHMENT 1

Noxious Growth: Shall mean weeds, vines, shrubs or brush which bear seeds of a wingy or downy nature, or which attain such a large growth as to become a fire menace when dry, or which contain poisonous oils, or which are otherwise noxious or dangerous or harmful to the public health, safety or welfare.

Fire Chief: Shall mean the Fire Chief of the City of Clovis Fire Department or his/her authorized representative.

3. Services to be Provided by Contractor. City retains Contractor to perform and Contractor agrees to provide to City, for the consideration and upon the terms and conditions set forth below, weed and rubbish abatement, discing and related services in connection with weed and rubbish abatement phases within City lots (“Services”). Contractor warrants that it is qualified to perform the Services under this Agreement. The Services to be provided by Contractor under this Agreement shall include the following:

a. Abatement Services:

1. Adequately rough grade lots prior to discing.
2. Remove all litter and destroy all noxious growth from lots prior to discing.
3. Tumbleweeds shall be hauled and disposed of or disced from lots.
4. All weeds along the sidewalk area abutting or adjoining a lot shall be removed.
5. Dead trees and roots shall be removed and disposed of at an authorized County disposal area, and holes shall be filled prior to discing.
6. All lots, on which it is practical to do so, shall be disced at least once. All lots with trees on them shall be disced as close to the trees as possible. Cross discing or double discing may be required of Contractor.
7. Tires and litter shall be removed and disposed of at an authorized County disposal area.
8. All sidewalks and streets shall be left clean and clear of all dirt and debris deposited by Contractor.
9. Lots shall be left in a condition so as to be disced in the future and when Services are completed shall remain in a neat and orderly condition.
10. Services shall be approved by and meet the satisfaction of the Fire Chief.

b. Phases: Two (2) weed and rubbish abatement phases are proposed annually within the City and are tentatively scheduled for April or May and September or

October. These dates are subject to change at the discretion of the Fire Chief. Additional weed and rubbish abatement phases may be proposed as deemed necessary by the Fire Chief. Each phase of the program may, or may not, consist of all lots listed in the subject weed and abatement program bid sheet.

- c. Completion Date: Contractor shall, within fifteen (15) days of written notice from the Fire Chief, be prepared to begin and diligently complete all Services required, in accordance with this Agreement.
- d. Estimate: The Fire Chief may require the Contractor to give a written estimate of the weed and rubbish abatement cost of each lot that requires Services. If requested, Contractor shall provide the Fire Chief with the written estimate within five (5) days preceding the written notice to Contractor from the Fire Chief to begin a weed and rubbish abatement phase.
- d. Damages: All Services shall be completed by the date set by the Fire Chief in the notice to Contractor to commence the abatement program, which date shall be at least fifteen (15) days after the Fire Chief's notice. If Contractor fails to complete assigned Services on any lot by the designated completion date, and the Fire Chief has not extended the completion date, liquidated damages in the sum of one hundred dollars (\$100.00) per lot, per day for each and every calendar day's delay beyond the time prescribed to complete the work shall be assessed by the City and may be withheld from any payment to Contractor.
- e. Force Majeure: The time for Contractor to perform any obligation under this Agreement or for the City to assert liquidated damage rights, shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity. Contractor shall notify the Fire Chief the day following such event. The Fire Chief shall ascertain the facts surrounding the delay and determine whether the delay is cause to extend the completion date. The completion deadline shall be extended as deemed necessary by the Fire Chief.
- f. Employees: Contractor shall employ a sufficient number of employees and maintain the equipment necessary to assure timely completion of each phase of the abatement program.
- g. Equipment: All equipment to be used by Contractor to perform the Services pursuant to his Agreement shall be subject to the Fire Chief's approval, and shall include, but are not be limited to the following:
 - 1. Tractors: Contractor shall have a minimum of two (2) tractors, the size of which shall be equivalent to a D-4 caterpillar or equal. One (1) tractor must be equipped with bulldozer blade or loader bucket for leveling dirt piles. Two (2) tractors must be available for operation in the City at the same time.

2. Discs: Contractor shall have a minimum of one (1) double-throw disc having a minimum weight of 3,000 pounds.
 3. Hand Tools: Contractor shall provide all hand tools or other equipment necessary to properly performance Services under this Agreement.
- h. Lot Owner: Pursuant to Section 39573 of the California Government Code, a property owner may remove weeds and litter at his/her own expense prior to the Contractor's commencing abatement Services. Section 39573 of the California Government Code applies to this Agreement.
4. Term of Agreement. This Agreement shall be effective commencing on April 01, 2021 and shall continue for a period of two years, unless earlier terminated by either party pursuant to Section 12 herein.
 5. Retention. Retention of 10% of the cost of the actual work done during each phase of the weed and rubbish abatement program shall be withheld from payment to Contractor for a period of thirty-five (35) days after each abatement phase. Payment retention covers any overcharges, cancellations or claims that Contractor may have incurred during the Agreement period.
 6. Payment for Services. Contractor shall submit a statement or invoice for payment after completion of each weed and rubbish abatement phase. City shall pay Contractor for the Services performed pursuant to this Agreement. The total sum for each Service is specified in the "Weed Abatement Rate Schedule" attached hereto as Exhibit "A." City shall tender payment, less retention, to Contractor within thirty (30) days after receipt of invoice and subject to the satisfaction of the Fire Chief.
 7. Independent Contractor Status. Contractor, its employees or its subcontractors shall perform the Services required pursuant to this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City.
 8. Identity of Subcontractors. Contractor shall, before commencing any work under this Agreement, provide to City in writing (a) the identity of all subcontractors, if any, Contractor intends to utilize in Contractor's performance of this Agreement, and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractor's pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of Contractor's subcontractors.
 9. Subcontractor Provisions. Contractor shall include in its written agreements with its subcontractors, if any, provisions which (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City, and

(b) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

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

11. Record Keeping; Reports. Contractor shall keep complete records including photographs if necessary, showing the type of Services performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. Contractor shall return Service reports and/or records to the Fire Chief within five (5) working days following such Services. In the event of discrepancies, including but not limited to the number and/or size of any lots abated or payment amount(s) submitted by the Contractor, the decision of the Fire Chief shall be final.

12. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. Provided that all other conditions for payment have been met, City shall pay Contractor for Services provided by Contractor prior to the effective date of termination of this Agreement. Upon receipt of a termination notice (or completion of this Agreement), Contractor shall (i) promptly discontinue all Services affected (unless the notice directs otherwise), and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

13. Insurance Requirements. Contractor, at its sole cost and expense, shall procure and maintain insurance against claims for injuries to persons and for damage to property that may arise from or in connection with the Contractor's responsibilities under this Agreement. The cost of such insurance shall be borne by Contractor.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("Occurrence" from CG0001)
2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000.00 per occurrence for bodily injury, personal injury, and \$4,000,000 for property damage of not less than \$1,000,000 on each occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Workers' Compensation coverage as required by State of California statutory limits.
 3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
- c. Deductibles. City hereby approves any deductibles in the amount of \$1,000.00 or less for any policy required by this Agreement. Any deductibles in excess of \$1,000.00 must be declared to and approved by City. Contractor represents that it has the financial ability to satisfy the deductible requirements under any policy required by this Agreement.
- d. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:
1. City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of premises owned, occupied or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, or volunteers.
 2. Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.
 4. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
 6. Each insurance policy required by this section shall contain a waiver of subrogation rights against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the City.
- e. Acceptability of Insurers. The insurance described in this section is to be placed with an insurer or insurers licensed to do business in California, admitted by the California Insurance Commissioner, and which have a current A.M. Best's rating of not less than A:VII. Written confirmation by Contractor that it maintains a program of self-insurance shall satisfy this provision.
- f. Verification of Coverage. Contractor shall furnish City with original endorsements or certificates of insurance evidencing the coverage required by this

section. The endorsements/certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Written confirmation by Contractor that it maintains a program of self-insurance shall satisfy this provision.

14. Indemnity. Contractor shall indemnify, defend and hold harmless the City and City’s officers, agents, employees, and volunteers from and against any claim, liability, loss, or damage arising from or caused by Contractor’s willful misconduct or omissions, or the willful misconduct or omissions of Contractor’s agents or subcontractors, arising out of the performance or failure to perform the responsibilities in accordance with this Agreement, except to the extent such claim, liability, loss, or damage is caused in whole or in part by the willful misconduct or omissions of City or its officers, agents, employees, or volunteers. Indemnification shall not be restricted to any insurance proceeds or limits.

15. Survivability. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged acts, errors, omissions or negligence that arose or occurred during the term of this Agreement.

16. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall be bound by and shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained.

17. Entire Agreement. This Agreement, together with Exhibit “A” attached hereto, represents the entire Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

18. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given when personally delivered to the party to whom it is directed or, in lieu of such personal service, forty-eight (48) hours after deposit in the United States mail, first class, postage prepaid, or twenty-four (24) hours after delivery to a receipted, overnight delivery service, i.e., Federal Express, addressed as follows:

City of Clovis
 Attn: Fire Chief
 1233 Fifth Street
 Clovis, California 93612

Newton’s Custom Tractor Work
 Attn.: Mark Newton
 1507 S. Indianola Ave.
 Sanger, CA 93657

19. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The

remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

20. Applicable Law. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

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

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

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement on the date(s) set forth below.

Sequoia Western

CITY OF CLOVIS

By: _____
Name: Mark Newton
Title: Owner

By: _____
John Binaski, Fire Chief

Date: _____, 2021

Date: _____, 2021

**CITY OF CLOVIS
 BID FORM FOR ABATEMENT OF WEEDS, VEGETATION, AND RUBBISH**

Pursuant to the Weed and Rubbish Abatement Order, Chapter 5.27.102 of the Municipal Code of the City of Clovis, the following bid sheet is provided for contractors to fill out and return. The bid forms must be filled out as complete as possible. The contractors with the most complete bid will be given greater consideration in awarding the contract for the year. A complete bid includes the costs for hand cleaning, dirt leveling, discing, tree stump and tree removal, trash and debris hauling. Contractors should bid on each item on the form and provide the service directly or have an agreement with other parties to complete the work in the allotted time.

Item #	Unit	Description	Unit Price
1	Per lot	Disc lot (less than 10,890 sq. ft.)	195. ⁰⁰
2	Per lot	Disc lot (1/4 to 1/2 acre)	195. ⁰⁰
3	Per lot	Disc lot (1/2 to 1 acre)	195. ⁰⁰
4	1st Acre	Disc lot (more than 1 acre) first acre	205. ⁰⁰
5	Per Acre	2nd and succeeding acres/Per acre	70. ⁰⁰
6	Minimum	Hand cleaning	100. ⁰⁰
7	Per Hour	Hand cleaning lots per person	35. ⁰⁰
8	Minimum	Litter removal and disposal	110. ⁰⁰
9	Cubic Yard	Litter removal and disposal per parcel	25. ⁰⁰
10	Minimum	Rough grading: to level terrain	220. ⁰⁰
11	Per Hour	Rough grading: to level suitable for discing	100. ⁰⁰
12	Each	Passenger car tire	14. ⁰⁰
13	Each	Truck tire	20. ⁰⁰
14	Each	Tractor tire	30. ⁰⁰
15	Each	Removal and disposal of tree stumps	200. ⁰⁰
16	Each	Removal and disposal of abandoned vehicles	210. ⁰⁰

SIGNATURE OF BIDDER, BUSINESS NAME, ADDRESS AND TELEPHONE NUMBER:

1. Newton's Custom Tractor Work (559) 307-3023
 Bidding Firm (please print) Phone Number
2. 1507 S. Indianola Ave. Sanger, CA 93657
 Business Address City/State Zip Code
3. Mark Newton 2-11-21
 Signature of Authorized Person Type or Print Name of Authorized Person Date

WEED AND RUBBISH ABATEMENT PROGRAM AGREEMENT

This Weed and Rubbish Abatement Program Agreement ("Agreement") is entered into by and between the City of Clovis, a municipal corporation ("City") "Sequoia Western" ("Contractor"), and is effective on April 01, 2021.

RECITALS

WHEREAS, the City and Contractor, have entered into an Agreement whereby Contractor is required to abate fire and health hazards in the City, and the City is required to inspect all debris removal and weed abatement projects; and

WHEREAS, the City requires the services of a duly qualified and licensed contractor to provide debris and noxious growth removal and disposal, lot discing and related services in connection with weed and rubbish abatement phases within City lots; and

WHEREAS, Contractor is in the business of providing such services and represents that Contractor is qualified and licensed to provide weed and rubbish abatement services required under this Agreement, including, generally, the clearing, discing and related services in connection with weed and rubbish abatement phases within City lots; and

WHEREAS, the City requested bids for weed and rubbish abatement services and Contractor submitted the lowest, complete and most responsible bid, and the City desires to award Contractor the bid, and Contractor desires to provide the City with such services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, City and Contractor agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and, by this reference, are incorporated herein, as a substantive part of this Agreement.
2. Definitions. Whenever the following terms are used in this Agreement, they shall be understood to mean and refer to the following:

Lot: Shall mean a lot, parcel, tract or piece of land, improved or unimproved, including the sidewalk area abutting or adjoining said lot, parcel, tract or piece of land, and the parkway or areas lying between the curb line and the street line of the adjoining or abutting lot bounded on the side by the prolongation in a straight line of the property lines of the lot in front of which such parkway or area exists.

Litter: Shall mean rubbish as defined in Section 6.3.01 of Chapter 6.3, Title 6, Clovis Municipal Code, which tends to create a danger to public health, safety and welfare.

Noxious Growth: Shall mean weeds, vines, shrubs or brush which bear seeds of a wingy or downy nature, or which attain such a large growth as to become a fire menace when dry, or which contain poisonous oils, or which are otherwise noxious or dangerous or harmful to the public health, safety or welfare.

Fire Chief: Shall mean the Fire Chief of the City of Clovis Fire Department or his/her authorized representative.

3. Services to be Provided by Contractor. City retains Contractor to perform and Contractor agrees to provide to City, for the consideration and upon the terms and conditions set forth below, weed and rubbish abatement, discing and related services in connection with weed and rubbish abatement phases within City lots (“Services”). Contractor warrants that it is qualified to perform the Services under this Agreement. The Services to be provided by Contractor under this Agreement shall include the following:

a. Abatement Services:

1. Adequately rough grade lots prior to discing.
2. Remove all litter and destroy all noxious growth from lots prior to discing.
3. Tumbleweeds shall be hauled and disposed of or disced from lots.
4. All weeds along the sidewalk area abutting or adjoining a lot shall be removed.
5. Dead trees and roots shall be removed and disposed of at an authorized County disposal area, and holes shall be filled prior to discing.
6. All lots, on which it is practical to do so, shall be disced at least once. All lots with trees on them shall be disced as close to the trees as possible. Cross discing or double discing may be required of Contractor.
7. Tires and litter shall be removed and disposed of at an authorized County disposal area.
8. All sidewalks and streets shall be left clean and clear of all dirt and debris deposited by Contractor.
9. Lots shall be left in a condition so as to be disced in the future and when Services are completed shall remain in a neat and orderly condition.
10. Services shall be approved by and meet the satisfaction of the Fire Chief.

b. Phases: Two (2) weed and rubbish abatement phases are proposed annually within the City and are tentatively scheduled for April or May and September or

October. These dates are subject to change at the discretion of the Fire Chief. Additional weed and rubbish abatement phases may be proposed as deemed necessary by the Fire Chief. Each phase of the program may, or may not, consist of all lots listed in the subject weed and abatement program bid sheet.

- c. Completion Date: Contractor shall, within fifteen (15) days of written notice from the Fire Chief, be prepared to begin and diligently complete all Services required, in accordance with this Agreement.
- d. Estimate: The Fire Chief may require the Contractor to give a written estimate of the weed and rubbish abatement cost of each lot that requires Services. If requested, Contractor shall provide the Fire Chief with the written estimate within five (5) days preceding the written notice to Contractor from the Fire Chief to begin a weed and rubbish abatement phase.
- d. Damages: All Services shall be completed by the date set by the Fire Chief in the notice to Contractor to commence the abatement program, which date shall be at least fifteen (15) days after the Fire Chief's notice. If Contractor fails to complete assigned Services on any lot by the designated completion date, and the Fire Chief has not extended the completion date, liquidated damages in the sum of one hundred dollars (\$100.00) per lot, per day for each and every calendar day's delay beyond the time prescribed to complete the work shall be assessed by the City and may be withheld from any payment to Contractor.
- e. Force Majeure: The time for Contractor to perform any obligation under this Agreement or for the City to assert liquidated damage rights, shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity. Contractor shall notify the Fire Chief the day following such event. The Fire Chief shall ascertain the facts surrounding the delay and determine whether the delay is cause to extend the completion date. The completion deadline shall be extended as deemed necessary by the Fire Chief.
- f. Employees: Contractor shall employ a sufficient number of employees and maintain the equipment necessary to assure timely completion of each phase of the abatement program.
- g. Equipment: All equipment to be used by Contractor to perform the Services pursuant to his Agreement shall be subject to the Fire Chief's approval, and shall include, but are not be limited to the following:
 - 1. Tractors: Contractor shall have a minimum of two (2) tractors, the size of which shall be equivalent to a D-4 caterpillar or equal. One (1) tractor must be equipped with bulldozer blade or loader bucket for leveling dirt piles. Two (2) tractors must be available for operation in the City at the same time.

2. Discs: Contractor shall have a minimum of one (1) double-throw disc having a minimum weight of 3,000 pounds.
 3. Hand Tools: Contractor shall provide all hand tools or other equipment necessary to properly performance Services under this Agreement.
- h. Lot Owner: Pursuant to Section 39573 of the California Government Code, a property owner may remove weeds and litter at his/her own expense prior to the Contractor's commencing abatement Services. Section 39573 of the California Government Code applies to this Agreement.
4. Term of Agreement. This Agreement shall be effective commencing on April 01, 2021 and shall continue for a period of two years, unless earlier terminated by either party pursuant to Section 12 herein.
 5. Retention. Retention of 10% of the cost of the actual work done during each phase of the weed and rubbish abatement program shall be withheld from payment to Contractor for a period of thirty-five (35) days after each abatement phase. Payment retention covers any overcharges, cancellations or claims that Contractor may have incurred during the Agreement period.
 6. Payment for Services. Contractor shall submit a statement or invoice for payment after completion of each weed and rubbish abatement phase. City shall pay Contractor for the Services performed pursuant to this Agreement. The total sum for each Service is specified in the "Weed Abatement Rate Schedule" attached hereto as Exhibit "A." City shall tender payment, less retention, to Contractor within thirty (30) days after receipt of invoice and subject to the satisfaction of the Fire Chief.
 7. Independent Contractor Status. Contractor, its employees or its subcontractors shall perform the Services required pursuant to this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City.
 8. Identity of Subcontractors. Contractor shall, before commencing any work under this Agreement, provide to City in writing (a) the identity of all subcontractors, if any, Contractor intends to utilize in Contractor's performance of this Agreement, and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractor's pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of Contractor's subcontractors.
 9. Subcontractor Provisions. Contractor shall include in its written agreements with its subcontractors, if any, provisions which (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City, and

(b) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

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

11. Record Keeping; Reports. Contractor shall keep complete records including photographs if necessary, showing the type of Services performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. Contractor shall return Service reports and/or records to the Fire Chief within five (5) working days following such Services. In the event of discrepancies, including but not limited to the number and/or size of any lots abated or payment amount(s) submitted by the Contractor, the decision of the Fire Chief shall be final.

12. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. Provided that all other conditions for payment have been met, City shall pay Contractor for Services provided by Contractor prior to the effective date of termination of this Agreement. Upon receipt of a termination notice (or completion of this Agreement), Contractor shall (i) promptly discontinue all Services affected (unless the notice directs otherwise), and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

13. Insurance Requirements. Contractor, at its sole cost and expense, shall procure and maintain insurance against claims for injuries to persons and for damage to property that may arise from or in connection with the Contractor's responsibilities under this Agreement. The cost of such insurance shall be borne by Contractor.

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage ("Occurrence" from CG0001)
 2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 1. General Liability: \$2,000,000.00 per occurrence for bodily injury, personal injury, and \$4,000,000 for property damage of not less than \$1,000,000 on each occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Workers' Compensation coverage as required by State of California statutory limits.
 3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
- c. Deductibles. City hereby approves any deductibles in the amount of \$1,000.00 or less for any policy required by this Agreement. Any deductibles in excess of \$1,000.00 must be declared to and approved by City. Contractor represents that it has the financial ability to satisfy the deductible requirements under any policy required by this Agreement.
- d. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:
1. City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of premises owned, occupied or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, or volunteers.
 2. Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.
 4. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
 6. Each insurance policy required by this section shall contain a waiver of subrogation rights against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the City.
- e. Acceptability of Insurers. The insurance described in this section is to be placed with an insurer or insurers licensed to do business in California, admitted by the California Insurance Commissioner, and which have a current A.M. Best's rating of not less than A:VII. Written confirmation by Contractor that it maintains a program of self-insurance shall satisfy this provision.
- f. Verification of Coverage. Contractor shall furnish City with original endorsements or certificates of insurance evidencing the coverage required by this

section. The endorsements/certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Written confirmation by Contractor that it maintains a program of self-insurance shall satisfy this provision.

14. Indemnity. Contractor shall indemnify, defend and hold harmless the City and City’s officers, agents, employees, and volunteers from and against any claim, liability, loss, or damage arising from or caused by Contractor’s willful misconduct or omissions, or the willful misconduct or omissions of Contractor’s agents or subcontractors, arising out of the performance or failure to perform the responsibilities in accordance with this Agreement, except to the extent such claim, liability, loss, or damage is caused in whole or in part by the willful misconduct or omissions of City or its officers, agents, employees, or volunteers. Indemnification shall not be restricted to any insurance proceeds or limits.

15. Survivability. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged acts, errors, omissions or negligence that arose or occurred during the term of this Agreement.

16. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall be bound by and shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained.

17. Entire Agreement. This Agreement, together with Exhibit “A” attached hereto, represents the entire Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

18. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given when personally delivered to the party to whom it is directed or, in lieu of such personal service, forty-eight (48) hours after deposit in the United States mail, first class, postage prepaid, or twenty-four (24) hours after delivery to a receipted, overnight delivery service, i.e., Federal Express, addressed as follows:

City of Clovis
 Attn: Fire Chief
 1233 Fifth Street
 Clovis, California 93612

Sequoia Western
 Attn: Rick Ferdinandsen
 3215 W McKinley Ave.
 Fresno, CA 93722

19. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be

interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

20. Applicable Law. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

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

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

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement on the date(s) set forth below.

Sequoia Western

CITY OF CLOVIS

By: _____
Name: Rick Ferdinandsen
Title: Owner

By: _____
John Binaski, Fire Chief

Date: _____, 2015

Date: _____, 2019

CITY OF CLOVIS
BID FORM FOR ABATEMENT OF WEEDS, VEGETATION, AND RUBBISH


Pursuant to the Weed and Rubbish Abatement Order, Chapter 5.27.102 of the Municipal Code of the City of Clovis, the following bid sheet is provided for contractors to fill out and return. The bid forms must be filled out as complete as possible. The contractors with the most complete bid will be given greater consideration in awarding the contract for the year. A complete bid includes the costs for hand cleaning, dirt leveling, discing, tree stump and tree removal, trash and debris hauling. Contractors should bid on each item on the form and provide the service directly or have an agreement with other parties to complete the work in the allotted time.

Item #	Unit	Description	Unit Price
1 MAN PER HOUR	1	1 MAN HAND CLEANING LOTS PER HOUR PER PERSON	38.00
HAND CLEANING - MINIMUM	1	HAND CLEANING - MINIMUM	135.00
DISC LOT - MINIMUM UP TO ONE ACRE	1	DISC LOT - MINIMUM UP TO ONE ACRE	235.00
DISC LOT - 1ST ACRE	1	DISC LOT - 1ST ACRE	235.00
DISC LOT ADDITIONAL ACRE	1	DISC LOT ADDITIONAL ACRE	70.00
ROUGH GRADING - MINIMUM	1	ROUGH GRADING TO LEVEL TERRAIN - MINIMUM	225.00
ROUGH GRADING PER HR	1	ROUGH GRADING TO LEVEL TERRAIN - PER HOUR	125.00
VEHICLE REMOVAL	1	ABANDONED VEHICLES (EACH) - REMOVAL AND DISPOSAL	350.00
RUBBISH REMOVAL - MINIMUM	1	RUBBISH REMOVAL AND DISPOSAL - MINIMUM	125.00
RUBBISH REMOVAL PER CUBIC YARD	1	RUBBISH REMOVAL AND DISPOSAL PER CUBIC YRD	24.00
RUBBISH RATES FOR LARGE ITEMS - EACH	1	RUBBISH RATE FOR LARGE ITEMS (SOFA, FRIDGE, FREEZER, CHAIR, MATTRESS, ETC.) EACH ITEM	25.00
HEAVY EQUIPMENT - 1ST HOUR	1	HEAVY EQUIPMENT - 1ST HOUR	225.00
HEAVY EQUIPMENT - EACH ADDITIONAL HOUR	1	HEAVY EQUIPMENT - EACH ADDITIONAL HOUR	105.00
TIRE - PASSENGER CAR WITHOUT RIM	1	TIRE - PASSENGER CAR WITHOUT RIM	17.00
TIRE - PASSENGER CAR WITH RIM	1	TIRE - PASSENGER CAR WITH RIM	20.00
TIRE - LG PU & 4 WHEEL DRIVE W/O RIM	1	TIRE - LG PICK UP & 4 WHEEL DRIVE WITHOUT RIM	25.00
TIRE - LG PU & 4 WHEEL DRIVE WITH RIM	1	TIRE - LG PICK UP & 4 WHEEL DRIVE WITH RIM	28.00
TIRE - REAR TRACTOR WITHOUT RIM	1	TIRE - REAR TRACTOR WITHOUT RIM	35.00
TIRE - REAR TRACTOR WITH RIM	1	TIRE - REAR TRACTOR WITH RIM	43.00
TIRE - SEMI-TRUCK WITHOUT RIM	1	TIRE - SEMI-TRUCK WITHOUT RIM	25.00
TIRE - SEMI-TRUCK WITH RIM	1	TIRE - SEMI-TRUCK WITH RIM	28.00
TREE REMOVAL (MINIMUM)	1	TREE REMOVAL & DISPOSAL (MINIMUM)	1,000.00
TREE STUMPS	1	TREE STUMPS (EACH) - REMOVAL AND DISPOSAL	800.00

SIGNATURE OF BIDDER, BUSINESS NAME, ADDRESS AND TELEPHONE NUMBER:

1. Sequoia Western 559-277-0500
 Bidding Firm (please print) Phone Number

2. 3215 W. McKinley Fresno CA 93722
 Business Address City/State Zip Code

3.  Rick Ferdinandsen 2-5-2021
 Signature of Authorized Person Type or Print Name of Authorized Person Date



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: March 1, 2021

SUBJECT: Consider items associated with the establishment of objective standards for single family residential development.

a. Consider Approval – Res. 21-____, A request to adopt objective single family residential design and development standards.

b. Consider Introduction – Ord. 21-____, A request to amend the standards of the R-1-MD (Single Family Residential Medium Density) zone district and the general property development and use standards related to parking for single family residential uses.

Staff: Dave Merchen, City Planner

Recommendation: Approve

ATTACHMENTS:

1. Single Family Objective Design and Development Standards
2. Resolution 21-____
3. Ordinance 21-____
4. January 28, 2021 Planning Commission Minutes

CONFLICT OF INTEREST

None.

RECOMMENDATION

Staff and the Planning Commission recommend the adoption of single family objective design and development standards, and the introduction of the accompanying ordinance amendment.

EXECUTIVE SUMMARY

In the Fall of 2019, the State of California approved several bills related to housing, including Senate Bill (SB) 330, known as the Housing Crisis Act of 2019. SB 330 is aimed at increasing housing production and includes a requirement that objective design standards be utilized in the review of qualifying residential projects. Objective standards for multi-family development were adopted by the City in December of 2019. Draft objective standards applicable to single family development are now complete and have been scheduled for consideration. Some of

these standards alter existing requirements in the Development Code, focusing primarily on the R-1-MD (Single Family Residential Medium Density) zone district. These standards, if adopted, also require amendments to the Development Code to eliminate inconsistencies.

BACKGROUND

The State of California has approved several bills related to housing, including SB 330, known as the Housing Crisis Act of 2019 which is aimed at increasing housing production. A portion of SB 330 focuses on objective design standards in regard to streamlined review for residential projects. Under State law, objective standards are those that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark.

SB 330 provides certainty in the development process, speeding the review of new housing development projects, preserving existing housing, and preventing certain zoning actions that reduce availability of housing. The bill establishes a statewide housing emergency until January 1, 2025. With the creation and implementation of the proposed objective design standards, the City will be able to comply with the requirements of SB 330, and the process of reviewing qualifying single-family projects will be more efficient.

PROPOSAL AND ANALYSIS

All single-family projects will continue to comply with the Clovis Development Code. The single-family design standards will be used in tandem with the Development Code and will serve as minimum requirements for single-family residential development. The single-family design standards will apply to all projects of one or more detached single-family residential housing development projects within all residential zone districts except the PRD (Planned Residential Development) District. For any project seeking exceptions to these standards or any of the City's applicable design criteria, the City's existing discretionary Planned Residential Development (PRD) process is available.

For single family development, the objective design standards will be applied in conjunction with the approval of subdivision tract maps as well as with the layout and approval of permits for individual homes. Criteria is applicable to subdivisions, for instance, address dedications and street improvements, utilities, grading and drainage, etc. Standards applied to the placement and construction of homes on individual lots address features including building setbacks, height, driveway and parking configurations, fencing, building design, etc.

The recommended single family design standards are primarily an assemblage of existing practices and requirements from the Development Code. However, there are several instances where the recommended criteria constitute a change from existing requirements. The majority of these changes focus on development and design standards for lots as small as 4,500, pursuant to the R-1-MD (Single Family Residential Medium Density) zone district. These changes are intended to add enhanced flexibility when constructing single family homes on smaller lots. A summary of the changes, each of which will require a corresponding amendment to the Development Code, is outlined below:

- R-1-MD Setbacks: Reduce front setbacks from 15' to 10' for living space; from 20' to the garage to 18' to the garage, and 20' to the garage door.
- R-1-MD Setbacks: Reduce side setbacks from 5' to 4' on the garage side and 3' on the interior side. *(See the discussion below regarding the Planning Commission's Consideration and the Commission's recommendation on this reduced setback.)*
- R-1-MD Setbacks: Reduce rear setback from 15' to 10'.
- R-1-MD Parcel Coverage: Increase maximum lot coverage from 45% to 55%.
- Residential Garage Requirement: Remove prohibition on use of tandem garages to satisfy 2 car garage requirement.
- R-1-MD Garage Size: Reduce garage size from 22' x 20' to 20' x 20'.

Public Comments

A draft version of the single family development standards was published on the City's website in mid-October of 2020 and comments from interested parties were requested by December 1, 2020. Staff also took informal feedback and provided regular updates to the Building Industry Association (BIA) during routine monthly meetings between the City and the BIA. Two general comments were received, as summarized below:

- **Reduced Garage Sizes:** The City's existing Development Code specified a minimum garage size of 22' x 20'. The recommended objective standards reduce the minimum size in the R-1-MD zone district to 20' x 20', which has commonly been utilized in PRD projects. General comments were received requesting that the City consider further reductions in garage sizes to 18' x 20'.

Response: In the past, the City has allowed garage sizes of approximately 18' x 20' on an exception basis through the PRD zone. An informal survey of cities in California suggests that the prevailing garage size is 20' x 20' or larger, though several examples of smaller garage sizes were identified. Staff is not recommending a reduction beyond the 20' x 20' size because the narrower width reduces the usability of garages for both parking and storage.

- **Standards for Compact Development:** The recommended objective standards focus on single family development permitted under traditional residential zones, which allow lot sizes at a minimum of 4500 square feet. Comments from the BIA request that the City consider adopting objective standards for lots as small as 1800 square feet (see Attachment 4).

Response: The City has significant experience with compact residential development over the last several years, approving lots as small as 1800 square feet through the PRD process. Codifying the development criteria and establishing consistent standards for compact single family development has the potential to

further streamline the development process for these projects. However, a significant amendment to the Development Code, and likely the creation of a new zone district, would be necessary to implement these standards. Therefore, staff is recommending that objective standards for compact development be brought back as a separate item for consideration, along with an implementing zone district.

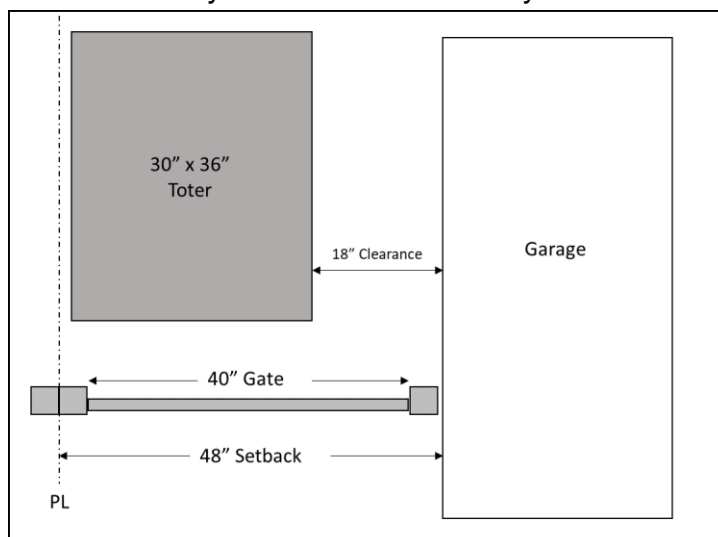
Planning Commission's Consideration

The Planning Commission conducted a public hearing regarding the proposed objective standards and ordinance amendment on January 28, 2021 (see Attachment 4, Planning Commission meeting minutes). During the hearing, multiple Commissioners expressed concerns regarding the proposal to modify the existing 5' side setbacks in the R-1-MD Zone District to allow for a 4' garage side setback and a 3' opposite side setback. The Commission ultimately voted 4-1 to approve the objective standards and ordinance amendment with the requirement for a 5' garage side setback to remain. Commissioner Hatcher was the dissenting vote. The Commission's action also incorporated a minor correction to the dimensions of swing-style garages that was referenced in standards.

Two general comments were made by Commissioners regarding the proposed 4' garage side setback. First, Commissioners noted that a 4' setback would not leave enough room for a person to move around their trash toters to get into their backyards. Because it isn't practical to expect all home owners to remove their toters every time they wish to enter their back yards from their gates, more toters would inevitably be stored in the front yards. Second, comments were made regarding the potential for the narrow side setbacks to slow entry by public safety first responders who would not be able to quickly bypass the trash toters stored on the side yard.

The use of a 4' garage side setback as a minimum standard has previously been incorporated into smaller-lot subdivisions approved by the City Council through the Planned Residential Development (PRD) process. Concerns similar to those identified above have been voiced by

Planning Commissioners in conjunction with previous requests to utilize the 4' setback. In drafting the recommended objective standards, staff evaluated the concerns that have been expressed by the Commission, including discussing the matter with representatives of the Police and Fire Departments. Although the wider setbacks provide an enhanced level of access to the side and rear yards of the affected residences, no objections have been identified to the use of a 4' garage side setback as a minimum standard. For this reason, and because the narrower setback allows greater flexibility for the placement of homes on smaller



lots, staff continues to recommend that the 4' side setback be included in the objective standards and ordinance amendment.

Changes Recommended After the Planning Commission Meeting

The draft single family objective standards considered by the Planning Commission in January included a requirement stating that all park and landscape improvements shown within an approved tract map must be installed and accepted for maintenance prior to the issuance of 40% of the tract's building permits. After further internal discussion and consultation with representatives of the Building Industry Association (BIA), staff is recommending that this requirement be removed. The City's acceptance of subdivision improvements, together with its release of the developer's surety bond, cannot occur until all required park and landscaping improvements have been installed. Therefore, the City has sufficient protection to ensure that these improvements will be installed and there is no need to track build-out of the project and place an arbitrary limit on how many building permits can be issued. BIA representatives have confirmed that the requirement constitutes a substantive constraint on their business practices without a defined need.

California Environmental Quality Act (CEQA)

The City has determined that the project is in substantial conformance with the environmental analysis performed for the 2014 General Plan Update and 2014 Development Code Update. Ordinance Amendment OA2021-002 does not involve substantial changes to the original 2014 Development Code Update and will not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects. No major revisions will be required with the adopted Environmental Impact Report to accommodate the proposed project. Therefore, subject to CEQA Section 15162, no further environmental review is required for this project.

The City published notice of this public hearing in *The Business Journal* on Wednesday, February 17, 2021.

FISCAL IMPACT

No fiscal impacts have been identified with respect to the proposed ordinance amendment.

REASON FOR RECOMMENDATION

SB 330 requires the application of objective standards for qualifying housing development applications. The proposed single family objective standards will allow the City to comply with the requirements of SB 330 and will streamline the approval process when the standards are applied. Where the recommended standards modify the existing requirements of the Development Code, a corresponding amendment to the Code is proposed to eliminate any inconsistencies.

The findings to consider when making a decision on an ordinance amendment include:

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

The proposed modifications to the Development Code are consistent with the goals, policies and actions of the General Plan. Neither the objective standards nor the corresponding changes proposed through Ordinance Amendment OA2021-002 include changes to land use designations or modifications to specific policies that would negatively impact the overarching goals of the General Plan.

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

The proposed ordinance amendment is not proposing any development projects. Modifications to the development standards are consistent with established practices implemented in conjunction with single family subdivisions approved in the PRD zone district. Therefore, the proposed modifications will not be detrimental to the public interest, health, safety, or general welfare of the City.

3. The proposed amendment is internally consistent with other applicable provisions of the Development Code, which include a wide range of development and design standards for residential development at varying densities.

ACTIONS FOLLOWING APPROVAL

If the proposed ordinance is introduced, a second reading will be scheduled for consideration on the City Council's March 15, 2021 agenda.

Prepared by: Dave Merchen, City Planner

Reviewed by: City Manager 

SINGLE-FAMILY RESIDENTIAL DESIGN & DEVELOPMENT STANDARDS

ATTACHMENT 1

March 2021



Single Family Residential Design Standards

INTRODUCTION

The State of California has approved several bills related to housing, including the recently adopted Senate Bill (SB) 330, known as the Housing Crisis Act of 2019, which is aimed at increasing housing production. A portion of SB330 focuses on objective design standards in regard to streamlined review for residential projects. SB330 provides certainty in the development process, speeding the review of new Housing Development Projects in preserving existing housing and preventing certain zoning actions that reduce availability of housing. The bill establishes a statewide housing emergency until January 1, 2025. With the creation and implementation of the proposed objective design standards, the process of reviewing single-family projects will be more efficient.

APPLICABILITY

The Single-Family Design Standards shall apply to all projects of one or more detached single-family residential units. This document is intended to provide an objective design review process for all single-family dwelling units and provide guidance for applicants during the design process.

All single-family projects shall comply with the Clovis Development Code. The Single-Family Design Standards serve as minimum requirements for single-family residential development. These standards will be mandatory for all qualifying residential projects. For any project seeking exceptions to these standards or any of the City's applicable design standards, the City's existing discretionary Planned Residential Development (PRD) process is available.

Objective Residential Design Standards

Consistent with existing State Law 65589.5, objective standards are those that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark.

Residential developments that are subject to Chapter 9.10 must be consistent with each of the standards below:

STANDARDS

R-1 Zone District Building Setbacks and Separations

- A. Buildings setbacks for properties within the **A, R-R, R-A, R-1-A, R-1-AH, R-1, R-1-B, and R-1-C** Zone Districts shall be per the Development Code Table 2-3 (Section 9.10.030).
- B. Building setbacks in the R-1-MD Zone District shall be per the Development Code (Section 9.10.030, Table 2-3, R-1-MD Development Standard Requirements) and those requirements listed within this section below:
- C. Buildings shall be separated from each other and other structures per Clovis Fire Standards and California Building Codes.
- D. When four (4) or more homes are proposed adjacent to a straight lineal public right-of-way, the front yard siting of homes shall provide a minimum of a two foot (2') variation from property line.

R-1-MD DEVELOPMENT STANDARDS

E. Buildings setbacks for properties within the **R-1-MD** Zone Districts shall be per the Development Code Table 2-3 (Section 9.10.030) (continued).

**TABLE 2-3
RESIDENTIAL ZONES GENERAL DEVELOPMENT STANDARDS
REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

Development Feature	R-1-MH	R-1-MD
Minimum Parcel Size	Determined by sub-zone classification	4,500 sq. ft.
Minimum Parcel Width	60 ft. (14)	50 ft.
Minimum Corner Parcel Width	65 ft.	50 ft.
Minimum Reverse Corner Parcel Width	70 ft.	50 ft.
Minimum Parcel Depth	100 ft.	90 ft.
Setbacks Required (1)		
Front	20 ft.	<u>10 15 ft. to living/porch and projections;</u> <u>20' 18 to garage wall and 20' minimum to garage door</u>
Side (Each)	5 ft.	4 5 ft. (garage) 3 ft (interior)
Street Side	10 ft.	10 ft.
Reversed Corner (Street Side)	15 ft. (12)(26)	15 ft. (12)(26)
Rear	20 ft.	10 15 ft.
Accessory structures	See Section 9.40.030 (Accessory uses and structures)	
Maximum Parcel Coverage	40% (8)	55 45%
Main Structure – Maximum Height (Whichever Is Less)	35 ft./2-1/2 stories	
Accessory Structure – Maximum Height (Whichever Is Less)	See Section 9.40.030 (Accessory uses and structures)	
Antennas, Vertical	See Chapter 42 of this title (Wireless Telecommunication Facilities)	
Fences/Walls/Hedges	See Section 9.24.060 (Fences, walls, and hedges)	
Off-Street Parking	See Chapter 32 of this title (Parking and Loading Standards)	
Satellite Antennas	See Chapter 42 of this title (Wireless Telecommunication Facilities)	

Notes:

- (1) No main structure shall be erected within fifty feet (50') of a railroad or freeway right-of-way. A garage or carport shall be located not less than twenty feet (20') from any street frontage where the garage door or carport opening faces the street.
- (8) In single-family residential districts, the Director, through a single-family residential site plan review application, may grant a bonus parcel coverage provision of up to forty-five percent (45%) in compliance with subsection B of this section (Bonus parcel coverage). A particular model home, existing home or subdivision may be granted bonus parcel coverage based upon the provision of amenities identified in subsection B of this section. In single-family residential districts where a cottage home is proposed through the City's cottage home program, the maximum parcel coverage shall be fifty percent (50%) per Planning Area 7 (PA7) development standards.
- (12) Private garages located in the side yard area shall be set back at least twenty feet (20') from the property line on the side street and not less than five feet (5') from the rear property line of a reversed corner lot.
- (14) A parcel siding a freeway right-of-way shall have a minimum width of eighty feet (80').
- (25) A parcel siding a freeway right-of-way shall have a minimum width of one hundred feet (100'). A cul-de-sac parcel in the R-1-B District shall have a minimum street frontage width of sixty feet (60'). A cul-de-sac parcel in the R-1-AH District shall have a minimum street frontage width of eighty feet (80'). A cul-de-sac parcel in the R-1-A District shall have a minimum street frontage width of fifty feet (50').
- (26) A reverse corner lot may process an administrative use permit (AUP) to construct side yard fencing at five feet (5') from property line. There shall be a ten-foot (10') corner cut off for sight distance visibility.

Driveways and Site Access for all Single-Family Residential Development

Driveways providing site access shall be from an improved street, alley, or other public and/or private right-of-way, and shall be designed, constructed, and properly maintained as follows:

- A. Number of driveways.
1. A minimum of one (1) driveway access point shall be required for each parcel.
- B. Distance from street corners.
- C. Clearance from obstruction. The nearest edge of a driveway apron or curb return shall be:
- At least three feet (3') from the nearest alley or adjacent property line; and
 - Eight feet (8') from the nearest street right-of-way; and
 - At least seven feet (7') and six inches (6") from the nearest centerline of a fire hydrant; and
 - Five feet (5') for the nearest centerline of a light standard, traffic signal, utility pole, or other similar facilities
 - Driveways shall have a minimum overhead clearance of fourteen feet (14') in height, except within a parking structure which may be reduced to seven feet (7').

- D. Traffic safety visibility area. Structures or landscaping over thirty-six inches (36") in height shall not be allowed within a traffic safety sight distance area formed by the intersection of public rights-of-way, driveways, or alleys.

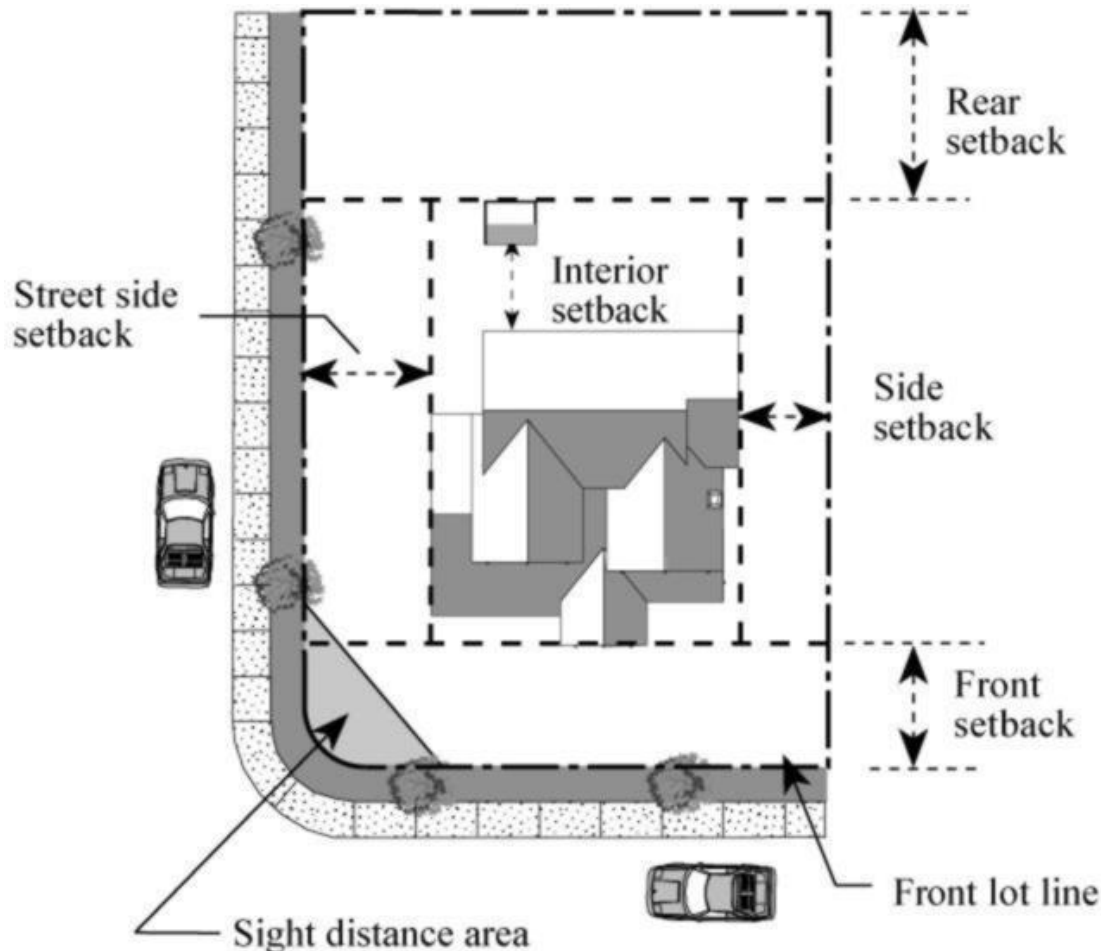


FIGURE 1
TRAFFIC SAFETY VISIBILITY AREA (CORNER CUTOFF)

Parking

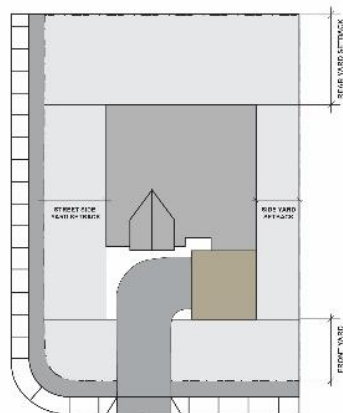
A. General Parking Requirements

1. All required parking for the residence shall be located on the parcel which it serves.
2. The number of parking stalls shall be designed and constructed per Section 9.32.040, Table 3-12, of the Development Code.

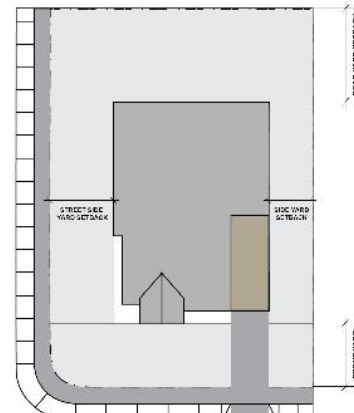
B. Parking space and lot dimensions.

1. **Minimum inside residential garage and carport dimensions.** The minimum standard two (2) car garage or carport shall have and maintain a clear inside dimension of at least twenty feet (20') by twenty-two (22'). If a third car bay is provided, it shall have and maintain a clear inside dimension of at least 10 feet (10') by twenty

- feet (20'). Tandem parking stalls are permitted and shall be a minimum of 10 feet (10') by twenty feet (20').
2. Open parking space dimensions shall be ten (10) feet wide by twenty (20) feet long. Carports. Parking spaces under carports shall conform to the garage space standards.
 3. **Minimum inside residential garage and carport dimensions in the R-1-MD Zone District.** The minimum standard two (2) car garage or carport shall have and maintain a clear inside dimension of at least twenty feet (20') by twenty feet (20').
 4. A tandem garage can be utilized to meet the off-street parking requirement of the R-1-MD Zone District and shall have and maintain a clear inside dimension of at least 10 feet (10') by forty feet (40').
 5. If a third car bay is provided, it shall have and maintain a clear inside dimension of at least 10 feet (10') by twenty feet (20').
 6. Swing garages- **Swing single car** garages shall be a minimum of ten (10) feet wide by twenty (20) feet long; **Swing two car garages shall be a minimum of twenty (20) feet wide by twenty (20) feet long**; the side wall shall be placed at (10) feet from the front property line to the side wall.



Swing-In Garage



Tandem Garage

C. Carports

1. Carports shall be complimentary to the main buildings utilizing similar colors. Carport posts shall be constructed with metal, concrete, masonry, or cementitious wood materials. Wood and non-painted metal posts are prohibited.

D. Garages

1. Garages shall be architecturally integrated, utilizing the same building, forms, materials, and colors as the main building.

Open Space and Landscaping

- A. Open Spaces shall comply with the respective overlays, Specific Plans and Master Plans.
- B. All landscaping (open space and private yards) shall conform the City of Clovis Water Efficient Landscape Ordinance.

Fencing

- A. Perimeter Fence. Fencing shall be per the Development Code Section 9.24.060 (Fences, walls and hedges).

Building Facades and Finish Materials

- A. Building Height
 - 1. Overall building heights shall be consistent with the underlying zone district.
- B. Facade Articulation
 - 1. Buildings shall incorporate at least one of the following for front elevations:
 - a. Front elevations shall include at least one architectural projection, such as a porch or courtyard. Additionally, large, flat wall sections with a width of 20' or greater shall be broken by projecting or recessing 6' minimum sections by a depth of at least 12".
- C. Roof Articulation
 - 1. Roofs shall utilized pitched forms with a minimum slope of 4:12. Roof pitch which is concealed from the public view or public right of way is not subject to a minimum slope.
- D. Roof Materials
 - 1. Roof material shall consist of tile, metal, fiberglass, or composite material representing wood or tile. Composite fiberglass shall be a minimum of a 30 year roof material.
- E. Exterior Materials
 - 1. When exterior materials are utilized together within a building elevation, they must relate to each other in traditional and logical form. For example, heavier materials support lighter materials such as rock forms on the bottom supporting lighter materials above such as stucco or cementitious wood siding.
 - 2. Building facades shall incorporate details such as window trim, recessed windows, cornices, belt courses, coins, or other design elements.
 - 3. Exterior elevations shall utilize durable materials such as stucco, concrete siding, rock, or metal. Wood siding such as T-1-11 and wood fire board shall be prohibited.
- F. Exterior Colors
 - 1. Buildings shall utilize at least two (2) colors (inclusive of trim) but not more than five (5) colors on the front elevations.
- G. Windows
 - 1. Windows shall be framed and trimmed.

- H. Doors
 - i. Front entry doors shall have architectural details. Plain slab doors shall not be used.
- I. Accessory Structures
 - 1. Accessory structures shall be architecturally integrated, utilizing the same building, forms, materials, and colors as the main buildings.

Utilities

- A. HVAC Units. HVAC units shall be ground mounted or screened with a permanent structure using the same materials as the main exterior materials, when roof mounted. HVAC equipment shall not be placed in or on the front and/or street corner sides on the buildings.

Grading

- A. Retaining Walls at property lines shall be masonry if the grade difference exceeds 12”.

Solid Waste, Engineering and Recycle Collection Standards

Utility facilities are often overlooked in the design of projects. The handling of these components of a project make a significant difference in their visual appearance and their use. They shall be functionally and conveniently placed without detracting from the project or assuming greater prominence than is necessary. As an example, trash receptacles, if not properly located, can detract from an otherwise nicely-designed project. These are details important in their aggregate to creating quality of living environments.

- A. Trash Receptacles
 - 1. Trash receptacles shall be placed in locations that prevent the intrusion of noise, odor, insects, and dust into living areas.
 - 2. Applicant will be required to meet the state mandated waste diversion goal (recycling) to divert at least 50 percent of non-hazardous solid waste, including food and compostable material but not construction and demolition material and debris, annually. Waste totes shall be stored in the back or side yard behind a fence or gate. Waste toter storage - An all-weather surface and path shall be provided between the storage location and the street curb (driveways shall incorporate the driveway as part of the path).
- B. Dedications and Street Improvements
 - 1. All projects will be required to provide right-of-way on adjacent streets as necessary to conform to current governing planning documents, policies, and City Standards. All right-of-way provided shall be free and clear of all encumbrances.
 - 2. All Projects will be required to provide for the acquisition of right-of-way as necessary to provide for transitions and to conform to the municipal code.
 - 3. Projects will be required to construct street improvements in accordance with the City's specific plans and shall match existing improvements. The project applicant's engineer shall be responsible for verifying the type, location, and grades of existing improvements.

4. Interior Streets – Dedicate to provide for 50' or 54' of right-of-way in conformance with the City policy on street widths, and improve with curb, gutter, 5' sidewalk adjacent to the curb, drive approaches, curb return ramps, streetlights, permanent paving, and all transitional paving as needed. Sidewalk alongside yards shall have full width sidewalk except where planter strips or meandering sidewalk is proposed.
 5. Entry feature streets with median islands shall have a minimum of 22' wide travel lanes in each direction with parking or without parking.
 6. Median cuts on major streets shall not be allowed without approval from the City Engineer.
 7. Provide Temporary Turnabouts at the ends of all dead end streets that are to be extended in the future. Temporary turnabouts shall provide for a 48' radius dedication and installation of 45' of permanent/temporary paving plus 3' paved swale. Any lots that the temporary turnabout encroaches upon will not be able to be built upon until the street is extended and the temporary bulb and right-of-way can be abandoned.
 8. Provide dedication for 10' public utility easements along all public street frontages. Alternative widths require written approval by the utilities companies.
 9. Damaged or broken concrete improvements along the project frontage shall be removed and repaired to be compliant with City standards and ADA requirements prior to project completion.
- C. Sewer
1. All public sewer mains not located in otherwise dedicated rights-of-way shall be centered in a 15' wide public sewer easement. The easement area shall be located in drive aisles where it is easily accessible for City maintenance. Exceptions may be approved by the City Engineer.
 2. Projects installing sewer infrastructure shall notify all property owners that have annexed to the City and are adjacent to the sewer to provide the owners an opportunity to connect in conformance to the municipal code. Property owners that choose to connect shall be responsible for sewer connection fees according to the municipal code and may work directly with the applicant to determine construction costs and location of services.
- D. Water
1. All development on projects that are not within the Fresno Irrigation District Service Area shall provide a City Engineer-approved water study to demonstrate that there is adequate water supply and pressure, and to determine what improvements are needed to service the property and/or project.
 2. Projects shall identify and abandon all water wells to City standards in conformance to the Municipal Code.
 3. All public water mains not located in otherwise dedicated rights-of-way shall be centered in a 15' wide public water easement. The easement area shall include water mains, hydrants, blow-offs, and water meters, and be located in drive aisles where it is

easily accessible for City maintenance. Exceptions may be approved by the City Engineer.

4. Projects installing water infrastructure shall notify all property owners that have annexed to the City and are adjacent to the water to provide the owners an opportunity to connect in conformance to the municipal code. Property owners that choose to connect shall be responsible for water connection fees according to the municipal code and may work directly with the applicant to determine construction costs and location of services.

E. Grading and Drainage

1. All projects shall provide for permanent storm drainage facilities according to the requirements of the Fresno Metropolitan Flood Control District (FMFCD). Projects that generate more runoff than provided for by the FMFCD master plan will be required to provide mitigation to modify the project flow characteristics to conform to the master plan.
2. If any portion(s) of the project appear to lie within a flood zone, the project shall comply with the requirements of the Clovis Municipal Code.
3. In the event permanent storm drainage facilities are not available, the applicant shall provide temporary on-site retention basins for storm water disposal and record a City prepared covenant for maintenance by the property owner. The size and design shall be in accordance with the City standards based on design calculations and access requirements for maintenance. The property owner shall be responsible for periodic cleaning of toxic material for the life of the temporary basin, which is solely for the convenience of the project. The applicant shall provide a cash deposit for each basin to offset the City's cost of maintaining the basins based on size, depth, expected maintenance schedule by the City, etc. in case of default by the property owner. Notice will be given by the City when the temporary basin(s) are no longer needed. The owner of the property on which the temporary basin(s) are located shall backfill said basin(s) within ninety (90) days after notice is given. In the event the owner fails to backfill said basin(s) within said 90 days, the City may cause the basin to be backfilled and place a lien on the property to cover the cost of the work, including the costs to prepare and enforce the lien. A covenant shall be prepared and recorded on the lot on which the basin(s) is/are located.

F. Irrigation and Landscaping Facilities

1. All projects shall provide landscaping and irrigation as necessary to conform to current governing planning documents, policies, master plans, City Standards, and shall coordinate with existing improvements. Plans for landscaping and irrigation systems shall be prepared by an appropriately registered professional that include the verification of the size, location, and components of the existing improvements. Plans for publicly maintained systems shall consider expansion of the system where feasible to use the existing improvements as fully as possible. Plans shall be approved by the City of Clovis Planning and Development Services Department and Public Utilities Department prior to the beginning of construction or the recording of the final tract map, whichever occurs first. The landscape strip around a planned unit development may be maintained by a perpetual maintenance covenant.

- ~~2. All project park and landscape improvements shall be installed and accepted for maintenance by the City prior to issuance of 40% of the Tract's building permits. If the park improvements are not constructed on the Outlot for any reason within two (2) years of the recordation of the final map of Tract, City shall have the right to request from surety and receive upon City's demand, sufficient funding to complete the construction of improvements for the park. The two year period may be extended at City's sole option and discretion and upon such conditions as City shall determine.~~
3. All projects shall record a City prepared covenant for annexation to the Landscape Maintenance District. The document shall be executed by the property owner, notarized, submitted to and approved by the City of Clovis City Engineer prior to final map approval or building permit approval. The covenant shall include acknowledgement and agreement by the property owner that such agreement serves as a petition pursuant to California State Proposition 218 and no further election shall be required for the establishment of the initial assessment. The annual assessment is subject to an annual change in the range of the assessment in the amount of the Consumer Price Index, U.S. City Average, All Urban Consumers (CPI Index), plus two percent (2%). The additional landscaping enhancements that exceed the City norms and are specific benefit to the property, if determined to be maintained by the Landscape Maintenance District, shall be maintained by an additional landscape maintenance assessment.
4. All projects shall contact and address all requirements of the Fresno Irrigation District (FID). This may include dedicating easements, piping or relocating any existing FID canals and ditches, replacing any existing irrigation piping, concrete lining or improving any existing canals, construction or reconstruction of any canals, culverts, and bridge crossings. Plans for these requirements and improvements shall be reviewed by the City to verify and address conflicts with other City facilities. Plans for these requirements and improvements shall be submitted to and approved by FID prior to the release of any development permits or recording of the final tract map. All existing agricultural irrigation systems either on-site or in public right of way, whether FID or privately owned, shall be identified prior to any construction activity on the site. The construction drawings shall indicate the depth, location and type of material of any existing irrigation lines, as well as their disposition (abandonment, repair, relocation, and/or piping). Service to all downstream users of irrigation water shall be maintained at all times through preservation of existing facilities or, if the existing facilities are required to be relocated, the relocation and replacement of the existing facilities. It is the intent that downstream users not bear any burden as a result of development of the site. Therefore, the applicant shall pay all costs related to modification, relocation, or repair of any existing irrigation facilities resulting from or necessitated by the development of the site. The applicant shall consult with the Fresno Irrigation District for any additional requirements for lines to be abandoned, relocated, or piped. The applicant shall provide waivers from all users in order to abandon or modify any irrigation pipelines or for any service interruptions resulting from development activities. Any existing canals shall be piped. The material of the existing pipe shall be upgraded to the proper class of rubber gasket pipe at all locations unless otherwise approved by the City Engineer.
5. All projects with water allocations shall have it transferred to the City of Clovis prior to the beginning of construction or the recording of the final tract map, whichever occurs first. The applicant shall apply to the Fresno Irrigation District (FID) for transfer of

irrigation water rights to the City of Clovis by executing a “Request for Change of Relative Value” that can be obtained and processed through FID. The applicant shall provide a copy of the completed form to the City.

6. All projects that install privately maintained landscaping and irrigation in public rights-of-way shall record a City prepared covenant for maintenance of the landscape and irrigation by the property owner. The document shall be executed by the property owner, notarized, submitted to and approved by the City of Clovis City Engineer prior to final map approval or building permit approval. The privately maintained landscape and irrigation will not be maintained by the Clovis Landscape Maintenance District and it shall not eliminate the obligation to annex the property to the Clovis Landscape Maintenance District.
7. All perimeter walls shall be installed on private property and maintained by the property owner. When adjacent to public rights-of-way, the applicant shall execute a City prepared perpetual maintenance covenant that is recordable on all properties having a perimeter wall. The covenant shall indicate the property owner is responsible for maintenance and shall be executed by the property owner, notarized, submitted to and approved by the City of Clovis City Engineer prior to final map approval or the release of any development permits.

G. Miscellaneous

1. All projects shall install street lights along the major streets and local streets on metal poles to local utility provider’s standards at the locations designated by the City Engineer. Street light locations shall be shown on the utility plans submitted with the final map for approval. Street lights at future traffic signal locations shall be installed on approved traffic signal poles, including all conduits and pull boxes. Street lights along the major streets shall be owned and maintained by local utility providers. Proof of local utility provider’s approval shall be provided. The applicant may install thematic lighting, as approved by the City Engineer. If the applicant chooses to install thematic lighting, the applicant shall provide a conceptual lighting plan identifying adjacent properties that may be incorporated with thematic lights to create a neighborhood effect. Thematic lighting shall be maintained by an additional landscape maintenance assessment. All street lights on wood poles shall be replaced with street lights on metal poles to local utility provider’s standards.
2. All existing overhead and new utility facilities located within the street right-of-way along the streets adjacent to the project shall be undergrounded unless otherwise approved by the City Engineer.
3. A deferment, modification, or waiver of any engineering conditions shall be considered by the City Engineer and will require their express written approval.
4. The conditions given herein are for the entire single-family development. Additional requirements for individual phases may be necessary pending review by the City Engineer in order to provide adequate circulation and adequate utility services.

Building Standards

- H. Single-Family Residential Development is subject to the Current Edition(s) of the California Codes under Title 24.

Public Safety

- I. Refer to the adopted standards of the Police Department and Fire Department.

**DRAFT
RESOLUTION 21-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING
OBJECTIVE STANDARDS FOR THE DEVELOPMENT OF SINGLE FAMILY RESIDENTIAL
HOUSING PROJECTS AND FINDING THAT THE PROJECT IS NOT SUBJECT TO
FURTHER ENVIRONMENTAL REVIEW PURSUANT TO SECTION 15162 OF THE CEQA
GUIDELINES**

WHEREAS, the State of California adopted Senate Bill (SB) 330, known as the Housing Crisis Act of 2019, which includes a requirement that objective design standards be utilized in the review of qualifying residential projects; and

WHEREAS, the City of Clovis prepared objective design and development for single family development standards (the Project) which will allow the City to comply with the requirements of SB 330 and streamline the process of reviewing qualifying single-family projects; and

WHEREAS, the Clovis Planning Commission considered the Project at its January 28, 2021 meeting and adopted a resolution recommending that the City Council approve the Project with certain changes; and

WHEREAS, the City scheduled a noticed Public Hearing on the Project for March 1, 2021 and published notice of the Public Hearing in the Fresno Business Journal ten days prior to the Public Hearing, and otherwise posted notice of the Public Hearing according to applicable law; and

WHEREAS, a duly noticed hearing was held on March 1, 2021; and

WHEREAS, the City Council has given careful consideration to the Project on March 1, 2021, and considered the CEQA analysis outlined in the staff report and elsewhere in the Administrative Record which supports the finding that this project is in substantial conformance with the environmental analysis performed for the 2014 General Plan Update and 2014 Development Code Update and does not involve substantial changes that will create new significant environmental effects or cause a substantial increase in the severity of previously identified significant effects; and

WHEREAS, the City Council has reviewed and considered the staff report and all written materials submitted in connection with the application and hearing and considered the testimony presented during the public hearing (“Administrative Record”).

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

1. The adoption of single family objective design standards is in substantial conformance with the environmental analysis performed for the 2014 General Plan Update and 2014 Development Code Update. Ordinance Amendment OA2021-002 does not involve substantial changes to the original 2014 Development Code Update and will not involve

new significant environmental effects or a substantial increase in the severity of previously identified significant effects. No major revisions will be required with the adopted Environmental Impact Report to accommodate the proposed project. Therefore, subject to CEQA Guidelines Section 15162, no further environmental review is required for this project.

2. The Single Family Objective Design and Development Standards are hereby approved.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 1, 2021, by the following vote, to wit.

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: March 1, 2021

Mayor

City Clerk

**DRAFT
ORDINANCE 21-__**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING THE CLOVIS DEVELOPMENT CODE, TITLE 9 OF THE CLOVIS MUNICIPAL CODE AND FINDING THAT THE PROJECT IS NOT SUBJECT TO FURTHER ENVIRONMENTAL REVIEW PURSUANT TO SECTION 15162 OF THE CEQA GUIDELINES

WHEREAS, the State of California adopted Senate Bill (SB) 330, known as the Housing Crisis Act of 2019, which includes a requirement that objective design standards be utilized in the review of qualifying residential projects; and

WHEREAS, the City of Clovis prepared objective design standards for single family development which will allow the City to comply with the requirements of SB 330 and streamline the process of reviewing qualifying single-family projects; and

WHEREAS, the City's current Development Code was adopted by the City Council on October 8, 2014; and

WHEREAS, some of these single family objective standards will alter existing standards and criteria specified in the Development Code, requiring amendments to the Development Code to eliminate inconsistencies; and

WHEREAS, Ordinance Amendment OA 2021-002 was initiated to amend Sections 9.10.030 and 9.32.040 of the Development Code accordingly; and

WHEREAS, the Planning Commission held a noticed Public Hearing on January 28, 2021 to consider modifications to the Development Code, at which time interested persons were given opportunity to comment on the project; and

WHEREAS, the Planning Commission voted and recommended that the City Council approve Ordinance Amendment OA2021-002; and

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

WHEREAS, the City published a Notice of the City Council Public Hearing for March 1, 2021, to consider Ordinance Amendment OA2021-002, in the Fresno Business Journal and posted notice of the Public Hearing according to applicable law; and

WHEREAS, the City Council held a noticed public hearing on March 1, 2021, to consider the approval of Ordinance Amendment OA2021-002; and

WHEREAS, on March 1, 2021, the City Council considered testimony and information received at the public hearing and the oral and written reports from City staff, as well as other

documents contained in the record of proceedings (“Administrative Record”) relating to OA2021-002, which are maintained at the offices of the City of Clovis Department of Planning and Development Services; and

WHEREAS, the City Council has reviewed and considered the staff report and all written materials submitted in connection with the request and hearing and considering the testimony presented during the public hearing; and

WHEREAS, the Ordinance Amendment is in substantial conformance with the environmental analysis performed for the 2014 General Plan Update and 2014 Development Code Update. Ordinance Amendment OA2021-002 does not involve substantial changes to the original 2014 Development Code Update and will not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects. No major revisions will be required with the adopted Environmental Impact Report to accommodate the proposed project. Therefore, subject to CEQA Section 15162, no further environmental review is required for this project; and

WHEREAS, the proposed amendment is consistent with the goals, policies, and actions of the General Plan and any applicable specific plans; and

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

WHEREAS, the proposed amendment is internally consistent with other applicable provisions of this Development Code.

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

Section 1

1. The Ordinance Amendment is in substantial conformance with the environmental analysis performed for the 2014 General Plan Update and 2014 Development Code Update. Ordinance Amendment OA2021-002 does not involve substantial changes to the original 2014 Development Code Update and will not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects. No major revisions will be required with the adopted Environmental Impact Report to accommodate the proposed project. Therefore, subject to CEQA Section 15162, no further environmental review is required for this project.
2. The City Council approves the amendment to the Development Code as set forth in **Attachment A**.

- 3. Directs that the record of proceedings be contained in the Department of Planning and Development Services located at 1033 5th Street, Clovis, CA 93612, and that the custodian of the record be the City Planner or other person designated by the Director of Planning and Development Services.

Section 2 The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance.

Section 3 This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

APPROVED: March 1, 2021

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Mayor	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> City Clerk
* * * * *	* * * * *

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on March 1, 2021, and was adopted at a regular meeting of said Council held on March 15, 2021, by the following vote, to wit:

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

DATED: March 15, 2021

 City Clerk

OA 2021-002: Development Code Amendments

Chapter 9.10: Residential Zoning Districts

Section 9.10.030: Residential District General Development Standards

Table 2-3: Residential Zones General Development Standards - Requirements by Individual Zoning District

**TABLE 2-3
RESIDENTIAL ZONES GENERAL DEVELOPMENT STANDARDS
REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

Development Feature		R-1-MD
Minimum Parcel Size		4,500 sq. ft.
Minimum Parcel Width		50 ft.
Minimum Corner Parcel Width		50 ft.
Minimum Reverse Corner Parcel Width		50 ft.
Minimum Parcel Depth		90 ft.
Setbacks Required (1)		
Front		<u>10 15 ft. to living/porch and projections;</u> <u>20' 18 to garage wall and 20' minimum to garage door</u>
Side (Each)		4 ft. (garage) <u>3 ft. (interior)</u>
Street Side		10 ft.
Reversed Corner (Street Side)		15 ft. (12)(26)
Rear		<u>10 15 ft.</u>
Accessory structures	See Section 9.40.030 (Accessory uses and structures)	
Maximum Parcel Coverage		<u>55 45%</u>
Main Structure – Maximum Height (Whichever Is Less)	35 ft./2-1/2 stories	
Accessory Structure – Maximum Height (Whichever Is Less)	See Section 9.40.030 (Accessory uses and structures)	
Antennas, Vertical	See Chapter 42 of this title (Wireless Telecommunication Facilities)	
Fences/Walls/Hedges	See Section 9.24.060 (Fences, walls, and hedges)	
Off-Street Parking	See Chapter 32 of this title (Parking and Loading Standards)	

**TABLE 2-3
RESIDENTIAL ZONES GENERAL DEVELOPMENT STANDARDS
REQUIREMENTS BY INDIVIDUAL ZONING DISTRICT (Continued)**

Development Feature		R-1-MD
Satellite Antennas	See Chapter 42 of this title (Wireless Telecommunication Facilities)	

Chapter 9.32: Parking and Loading Standards
Section 9.32.040: Number of Parking Spaces Required
Table 3-12: Parking Requirements by Land Use

Single-family dwellings	2 covered (garage or carport**, ***) spaces for each dwelling unit.
Residential planned unit developments	2 covered (garage or carport**, ***) spaces, plus 1 covered or uncovered guest space for each dwelling unit

** Each two (2) car garage or carport shall have and maintain a clear inside dimension of at least twenty feet (20') by twenty-two feet (22'), except that a 2 car garage within the R-1-MD Zone may have a clear inside dimension of at least twenty feet (20') by twenty feet (20'). If a third car bay is provided, it shall have and maintain a clear inside dimension of at least ten feet (10') by twenty feet (20').

*** Tandem parking ~~may shall not~~ be allowed to satisfy this garage requirement. A two (2) car tandem garage shall have a clear inside dimension of at least ten feet (10') by forty feet (40'). The Director of Planning and Development Services may approve offset garages through the administrative use permit (AUP) approval process.

DRAFT
CLOVIS PLANNING COMMISSION MINUTES
January 28, 2021

2. Consider Approval - **Res. 21-001, OA2021-002**, A request to amend the standards of the R-1-MD (Single Family Residential Medium Density) zone district and the general property development and use standards in conjunction with the adoption of objective standards for the development of single family residential housing projects. City of Clovis, applicant.

City Planner Dave Merchen presented the staff report.

Commissioner Cunningham inquired, in regards to the four-foot side setback, as to whether staff had done any research on the acceptability of such a setback, given that his own research into the size of trash totes means that such a setback will only leave six inches for a gate latch and hinges. City Planner Merchen responded that this setback has been adopted for an ample number of subdivisions within the City and that he believes there is a way for a gate to accommodate the totes. While he acknowledges that often totes have to be moved in order to allow a person to pass, staff has determined that four feet can work as a minimum standard.

Commissioner Cunningham sought clarification as to the entity(ies) referred to by “the City.” City Planner Merchen clarified that the standard has been approved by the City Council and that it had been determined to be an acceptable minimum standard by Planning and Development staff as well as public safety staff.

Commissioner Cunningham expressed confusion as to why the Planning Commission is addressing this if it is already standard. City Planner Merchen clarified that it is a standard that has been approved through PRD zoning, whereas tonight’s proposal would apply to the R-1-MD zone district as part of the objective standards. In addition, if this setback becomes codified for the R-1-MD zone district, then it would probably become viewed as the baseline for developments with lots of a similar size.

Commissioner Cunningham remarked that though that may be correct, in his time on the Commission, there have been a lot of requests for this in other areas. He expressed concern about where to put the totes if a reduced side setback and reduced garage sizes prevent those areas from being used. City Planner Merchen responded that staff has substantially reviewed this issue and feels that these standards are appropriate for smaller lots. However, this does not prevent Commissioners from recommending a different standards.

Commissioner Hatcher inquired as to whether totes are all required to be the same size, as she recalls seeing smaller totes and assumes that smaller houses would be able to use smaller totes. The issue of side setback vs trash tote storage has come up numerous times. She expressed understanding of Commissioner Cunningham’s view, but pointed out that a four-foot setback has been approved and it does not make sense to make developers come to the Planning Commission each time for the same request. Commissioner Cunningham responded that if the City Council has already approved the standard, then the Planning Commission should not have to address it. City Planner Merchen and Supervising Civil Engineer Sean Smith both offered that they believe there is an option for residents to request totes of either a smaller or larger size.

Commissioner Bedsted expressed that he is a proponent of setting standards, as setting precedent can make it challenging to address issues like this, which has come up for debate fairly often. However, he believes that the reduced setback will cause an increase in totes sitting out on the streets. Returning to Commissioner Cunningham's last remark, he inquired as to whether this is actually a standard, as he was under the impression it had been approved as an exception to standards. In addition, he sought and received clarification regarding the allowance of tandem garages. He expressed concern that two-car tandem garages will, by their nature and in combination with shorter driveways, lead to an increased spillover of vehicles onto streets.

Commissioner Antuna expressed agreement with Commissioners Cunningham and Bedsted, as it was also her understanding that the four-foot setback was an exception rather than a standard. Though she understands that City staff have found the four-foot/three-foot side yard setbacks acceptable, she wonders how many totes will be left out. She personally would not want to move a trash tote every time she needs to access her backyard from the side, and believes the Commission should possibly put forward a different recommendation when making a motion on this.

Commissioner Hinkle expressed gratitude to City Planner Merchen and Planning Department staff for including all-weather pathways for trash totes, as most often totes being left out front are due to a lack of such. He expressed great difficulty with the four-foot garage-side setback, as he fears interference with first responders during critical moments. He also sought and received confirmation of swing garage dimensions, then expressed doubt regarding the proposed reduced garage sizes, as three quarters of vehicles sold in Clovis currently are SUVs or pickup trucks. He stated that the requirement for vehicle charging stations further reduces available space within garages.

Commissioner Hatcher pointed out a section of the staff report calling out swing garage dimensions as being ten feet by twenty feet, then sought and received confirmation that the proposed reduced setbacks are just for the medium density, R-1-MD zone district. She also inquired as the current standard side yard setbacks for low density residential development. City Planner Merchen responded that it is five feet on both sides.

Commissioner Hatcher inquired as to whether there had been any consideration towards having developers who use reduced site setbacks place fences in such a way that the totes can still be screened. City Planner Merchen responded that there had been no such discussion so far.

Commissioner Hatcher remarked that, in regards to commentary regarding 1,800 square foot lots, she hopes the City never has to codify such, as she cannot imagine a lot that small. In term of side yards, she is unsure as to whether she would vote against them given the Commission's propensity to approve them otherwise. Though she hears her fellow commissioners, she also has to take into account that the Police and Fire Departments do not have an issue getting in.

Chair Hinkle returned to the question regarding the swing garage dimensions. City Planner Merchen responded that it seems to be an error and that it was a good thing to catch it now and change it to the twenty-foot by twenty-foot standard.

At this point, the Chair opened the floor to those in favor.

There being none, the Chair opened the floor to those in opposition.

There being none, the Chair closed the public portion.

City Planner Merchen clarified that the four-foot/three-foot setbacks approved previously by the City Council have all been as part of the PRD process, a process that has different standards for each subdivision. Therefore, the City Council has not approved these setbacks as a universal standard, but rather as one that has been found acceptable on an individual basis.

Chair Hinkle sought and received confirmation that the Commission has the ability to make a motion to change the garage-side setback back to five feet, then invited Fire Department personnel present to comment if they wish. Chief John Binaski offered to answer any questions if the Commission had any. No questions were presented.

At this point, a motion was made by Chair Hinkle and seconded by Commissioner Bedsted to approve OA2021-002 with modifications to swing garage sizes to 20' x 20' and side setbacks in the R-1-MD Zone District to require a 5' garage side setback. The motion was approved by a vote of 4-1, with Commissioner Hatcher dissenting.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: March 1, 2021

SUBJECT: Consider items associated with ±1,050 acres of property located north of Shepherd Avenue generally between Sunnyside Avenues and North Carson Avenue (Big Dry Creek Dam).

a. Consider Approval – Res. 21-____, A request authorizing the City Manager to execute a consultant agreement between the City of Clovis and De Novo Planning Group for the preparation of an Environmental Impact Report (EIR) and related services.

b. Consider Approval – Res. 21-____, A request allowing for the preparation and submittal of an application to the Fresno County Local Agency Formation Commission to amend the City of Clovis Sphere of Influence to include ±1,050 acres.

Staff: Ricky Caperton, Senior Planner

Recommendation: Approve

ATTACHMENTS:

1. September 14, 2020 Council Staff Report
2. September 14, 2020 Council Minutes
3. De Novo Planning Group EIR Proposal
4. Neighborhood Meeting Comment Letter
5. Res. 21-____, Consultant Agreement
6. Res. 21-____, LAFCo Application Submittal

CONFLICT OF INTEREST

None.

RECOMMENDATION

Staff recommends that the City Council approve requests authorizing the City Manager to execute a consultant agreement between the City of Clovis and De Novo Planning Group (De Novo) for the preparation of an Environmental Impact Report (EIR) and related services, and for submittal of an application to the Fresno County Local Agency Formation Commission

(LAFCo) to amend the City of Clovis Sphere of Influence (SOI) to include ±1,050 acres shown below in **Figure 1**.

EXECUTIVE SUMMARY

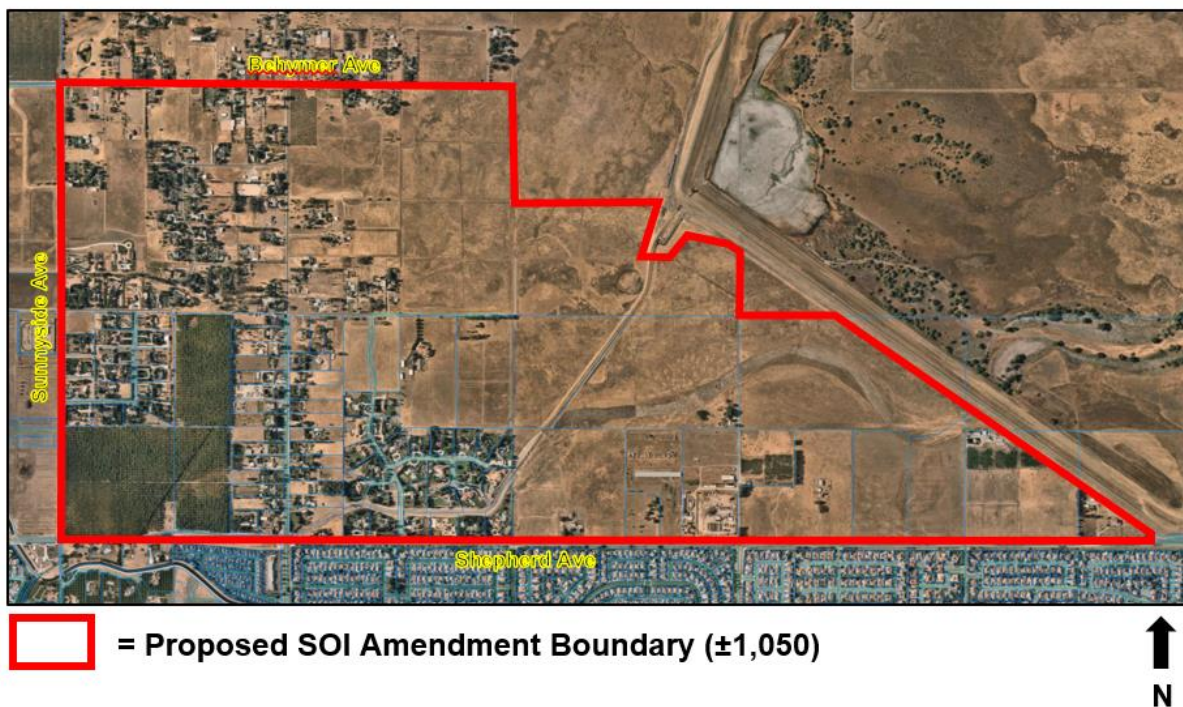
On September 14, 2020, the City Council considered information by staff and the applicant, Wilson Premier Homes, for a request to amend the City of Clovis SOI to include ±825 acres north of Shepherd Avenue. Ultimately, Council provided direction for staff to proceed with the request albeit with slightly increased acreage for purposes of creating a more “logical boundary,” for a total of ±1,050 acres shown below in **Figure 1**.

In addition, staff was directed to hold a public meeting with property owners located within the revised boundary within an 800 foot radius outside of the boundary, as well as with property owners within the Dry Creek Preserve (DCP) area – south of the proposed SOI amendment boundary.

In response to Council direction, staff has since conducted interviews for selection of an EIR consultant, and held a neighborhood meeting with property owners in and around the proposed SOI boundary.

This staff report provides a summary of progress that has occurred since the September 14 Council hearing, followed by a staff recommendation for Council approval of requests to allow the City to enter into an agreement with the EIR consultant, and submit an application to LAFCo for the SOI amendment.

FIGURE 1
Proposed SOI Amendment Boundary



Staff is also requesting Council approval to submit an application to LAFCo for the amendment to the City's SOI. The purpose for submitting an application prior to completion of the EIR is for LAFCo to begin preparation of the Municipal Services Review (MSR) study concurrent with the environmental analysis. The MSR is a required component of the SOI amendment process and analyzes the City's ability to serve the proposed area. The MSR analyzes public services including utilities and infrastructure, police, and fire to ensure sufficient capacity to serve the area generally within a 20 to 25-year period.

If staff's request is approved by Council, staff would begin preparation of and submittal of the LAFCo application which would allow concurrent preparation of the MSR while the EIR is prepared. This concurrence results in greater efficiency in the process and can save up to a year of time.

BACKGROUND

This section serves as a brief summary to the timeline of events related to the applicant's request. For a more detailed background, please refer to the September 14, 2020 City Council staff report and minutes from that hearing, included as **Attachment 1** and **Attachment 2**, respectively.

- **June 2016:** Staff received a request to allow urbanization of the subject property. Staff began an internal cursory evaluation of the request to identify potential challenges and issues that would require a more detailed evaluation to assess the feasibility of the SOI amendment.
- **June 2018:** Applicant's representative submitted a request for the Council to consider direction and to allow for staff to proceed with the SOI amendment process.
- **September 2018:** Staff presented the request to the City Council for consideration and seeking direction. Council ultimately directed staff to continue exploring the feasibility and to report back to City Council with an update; however, no direction was given to formally proceed at this hearing.
- **March 2020:** Staff received direction from City Council to move forward and prepare environmental studies related to approximately 75 acres of land at the northeast corner of Shepherd and Sunnyside Avenues, and to include the neighborhood at the corner of Perrin and Sunnyside Avenues as part of the environmental review.
- **April 2020:** Following Council direction at the March 2, 2020 hearing, the applicant requested via email on April 20, 2020 that the project be placed on hold due economic uncertainty in the housing industry as a result of COVID-19.
- **July 2020:** Applicant requested that staff continue the process and release a request for proposal (RFP) for preparation of an Environmental Impact Report and related studies.

- **August 2020:** Following release of the RFP, the applicant requested a revision to the SOI boundary to include an additional 750 acres, for a total SOI expansion of 825 acres.
- **September 2020:** Staff received direction from City Council to move forward with the process of amending the Clovis SOI, and conduct a neighborhood outreach meeting with property owners within the expanded SOI of ±1,050 acres (see **Figure 1** above).
- **November 2020:** Staff held a neighborhood meeting with property owners in and around the proposed SOI amendment.

PROPOSAL AND ANALYSIS

The following provides a summary of the EIR consultant selection process, followed by a recommendation by staff for a consultant, as well as a summary of the neighborhood meeting that occurred following the September 14, 2020 Council hearing. Lastly, a summary of the request for submittal of an application to LAFCo is provided.

Environmental Impact Report

In July 2020, the City issued a Request for Proposal (RFP) for preparation of an EIR to assess the potential environmental impacts associated with an amendment to the City's SOI. In total, eight (8) proposals were received and staff invited four (4) to participate in interviews. The interview panel consisted of City staff from various departments, as well as members of the applicant's team. Following the interviews, the panel determined that De Novo had best demonstrated a substantial amount of experience in similar project types, and had a competitive cost proposal and timeline.

De Novo's Principal/Co-Founder, Steve McMurtry, will serve as a primary point of contact and project manager. Mr. McMurtry has many years of experience preparing environmental analyses on similar projects. In addition, De Novo's transportation subconsultant, LSA Associates, has a local office and is a leading expert in assessing Vehicle Miles Traveled (VMT) – the new metric for assessing traffic impacts under the California Environmental Quality Act (CEQA). Ultimately, staff is confident De Novo is the most qualified for the preparation of the EIR. A full scope of work and budget for the project can be found in **Attachment 3** to this staff report.

As part of the EIR process, water and sewer studies will also be prepared using locally-based consultants. These studies are initiated by City staff using consultants that currently prepare water and sewer studies as needed for projects. This results in greater efficiencies since the analyses would be prepared by consulting firms already familiar with the City's water and sewer infrastructure and capacity.

The anticipated timeline for completion of the EIR is approximately 12 to 14 months. Upon completion, staff would return to Council for certification of the EIR and, if certified, would be a critical component to having a "complete" application with LAFCo.

The total consultant cost for completion of the EIR is \$448,928.70. This includes \$408,117.00 for the EIR plus a 10% contingency of \$40,811.70. The contingency amount is to cover unforeseen changes and/or overages throughout the contract and allows administrative approval for use of those funds if needed. Further, water and sewer studies are anticipated at an additional \pm \$40,000. Although the water and sewer studies are typically initiated by the City, the cost is passed along to the applicant. Lastly, the City imposes an administrative cost for time associated with managing the EIR process which is 15% of the cost of the EIR. Thus, \$67,339.31 would be added to the cost of the EIR. In summary, the total cost of preparation of the EIR is \$516,268.01 ($\$448,928.70 + \$67,339.31$), in addition to \pm \$40,000 for water and sewer studies.

While a majority of this cost will be borne by the applicant(s), staff is recommending that the City fund a small portion of the overall cost. This is due to the fact that the City receives some benefit of the applicant's request by encompassing a portion of 2014 Clovis General Plan Focus Area 13, as well as a result of Council expanding the boundary at the September 14, 2020 hearing. While the additional acreage by Council creates a more "logical boundary," the increase resulted in a slight increase to the cost of the EIR. Thus, a cost-share is appropriate.

While Wilson Premier Homes is the primary applicant, an additional property owner (Harlan Land Co.) has elected to be part of the EIR for purposes of analyzing their property at a "project-level." Thus, a small portion of the total EIR cost will be funded by Harlan Land Co. An agreement between the City and the applicant(s) will be prepared to memorialize the details of cost-sharing.

Additional detail regarding the recommended cost sharing is provided in the "Fiscal Impact" section below.

Neighborhood Meeting

Immediately following the September 14, 2020 Council hearing, staff immediately began planning a neighborhood meeting for input from property owners within the proposed SOI amendment boundary, within 800 feet of the boundary, and property owners within the Dry Creek Preserve (DCP) area. In total, approximately 1,200 neighborhood meeting notices were mailed.

In short, many of the questions entertained at the neighborhood meeting related to procedure, timeline of the project and process, and ability to access water and/or sewer, as well as impacts to existing wells and septic tanks. Other concerns related to maintaining a "rural" lifestyle, traffic, and impacts induced by urbanization of the area. One comment letter was provided which included several signatures from property owners in the area, which is included as **Attachment 4**. In general, the comment letter requested that the SOI amendment be "denied" on the basis of the proposed SOI amendment contradicting the *2010 San Joaquin Valley Blueprint* and the *2014 Clovis General Plan*.

In addition to holding a neighborhood meeting, staff has developed a webpage on the City's website dedicated to the project. This includes up-to-date information regarding the project, timeline of events to date, upcoming meetings/hearings, and prior staff reports related to the

project. The webpage also provides a mechanism for submitting comments directly to staff. The website address is: <http://cityofclovis.com/planning-and-development/planning/planning-projects/shepherd-north-soi/>.

Local Agency Formation Commission (LAFCo)

Staff is requesting Council approval to submit an application to LAFCo for the amendment to the City’s SOI. The purpose for submitting an application prior to completion of the EIR is for LAFCo to begin preparation of the Municipal Services Review (MSR) study concurrent with the environmental analysis. The MSR is a required component of the SOI amendment process and analyzes the City’s ability to serve the proposed area. The MSR analyzes public services including utilities and infrastructure, police, and fire to ensure sufficient capacity to serve the area generally within a 20 to 25-year period.

If staff’s request is approved by Council, staff would begin preparation of and submittal of the LAFCo application which would allow concurrent preparation of the MSR while the EIR is prepared. This concurrence results in greater efficiency in the process and can save up to a year of time.

FISCAL IMPACT

As it relates to the immediate requests for Council consideration, as mentioned above, the City would bear a small portion of the overall cost of the EIR. Out of the total costs associated with the preparation of the EIR identified above, the City proposes to fund a total of \$89,012.07, which includes \$69,012.07 for a portion of the EIR cost, and \$20,000 for half the cost of the water and sewer studies. Adequate resources are available through the City’s General Plan Consultant funding.

The remaining portions of the cost of the EIR and water and sewer studies will be funded by the applicant(s), including \$435,587.21 by Wilson Premier Homes, which includes \$420,587.21 for their portion of the EIR and \$15,000 for water and sewer studies. Additionally, Harlan Land Co. will contribute a total of \$31,668.73, which includes \$26,668.73 for their portion of the EIR and \$5,000 for water and sewer studies. The table below shows the breakdown of costs and responsible party. All other entitlements related to the request, such as entitlement fees and/or LAFCo application fees would be paid for by the applicant(s).

	EIR Cost	Water & Sewer Study	Total
Wilson Premier Homes	\$420,587.21	\$15,000	\$435,587.21
City of Clovis	\$69,012.07	\$20,000	\$89,012.07
Harlan Land Co.	\$26,668.73	\$5,000	\$31,668.73
Total	\$516,268.01	\$40,000	\$556,268.01

As it relates to the fiscal impact of expanding the SOI in and of itself, the impact would be minimal at the time the Sphere of Influence is changed. However, at the point of annexation and subsequent development entitlements, an impact on the City’s ability to provide services will be realized. The fiscal impacts on the City will be analyzed at the time of an annexation request for the subject property. It is likely that, as a component of either the SOI amendment

and/or annexation, the tax-sharing memorandum of understanding (MOU) would need to be negotiated between the County of Fresno and the City.

REASON FOR RECOMMENDATION

Staff is seeking City Council authorization for the City to enter into agreement with De Novo Planning Group for the preparation of an EIR related to the request to include ±1,050 acres in the City of Clovis SOI, and for staff preparation and submittal of an application to LAFCo. Authorization to proceed as requested would allow the preparation of technical studies to begin gathering and assessing in greater detail the potential impacts of the expanded SOI.

ACTIONS FOLLOWING APPROVAL

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

- Staff would finalize the consultant agreement with De Novo for the preparation of the EIR;
- Upon execution of the consultant agreement, a public EIR scoping meeting would occur providing another opportunity for public input;
- Staff would begin engaging with Fresno County staff for negotiating an amendment to the Memorandum of Understanding and Tax Sharing Agreement;
- Staff would prepare and submit an application to LAFCo so that the MSR can begin as the EIR is being prepared; and
- Staff would work with applicant on determining necessary entitlements (i.e., General Plan Amendment).

Prepared by: Ricky Caperton, AICP, Senior Planner

Reviewed by: City Manager *JH*



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 14, 2020

SUBJECT: Consider – For the City Council to provide policy direction regarding a request by Wilson Premier Homes for Council to authorize staff to begin the process to amend the City of Clovis Sphere of Influence to allow future urbanization of approximately 825 acres north of Shepherd Avenue generally between Sunnyside Avenue and North Carson Avenue (Big Dry Creek Dam).

Staff: Ricky Caperton, AICP, Senior Planner

Recommendation: Consider Policy Direction

ATTACHMENTS:

1. Justification
2. March 2, 2020 Staff Report and Minutes
3. Summary of LAFCo Phone Call (8-19-20)

CONFLICT OF INTEREST

None.

RECOMMENDATION

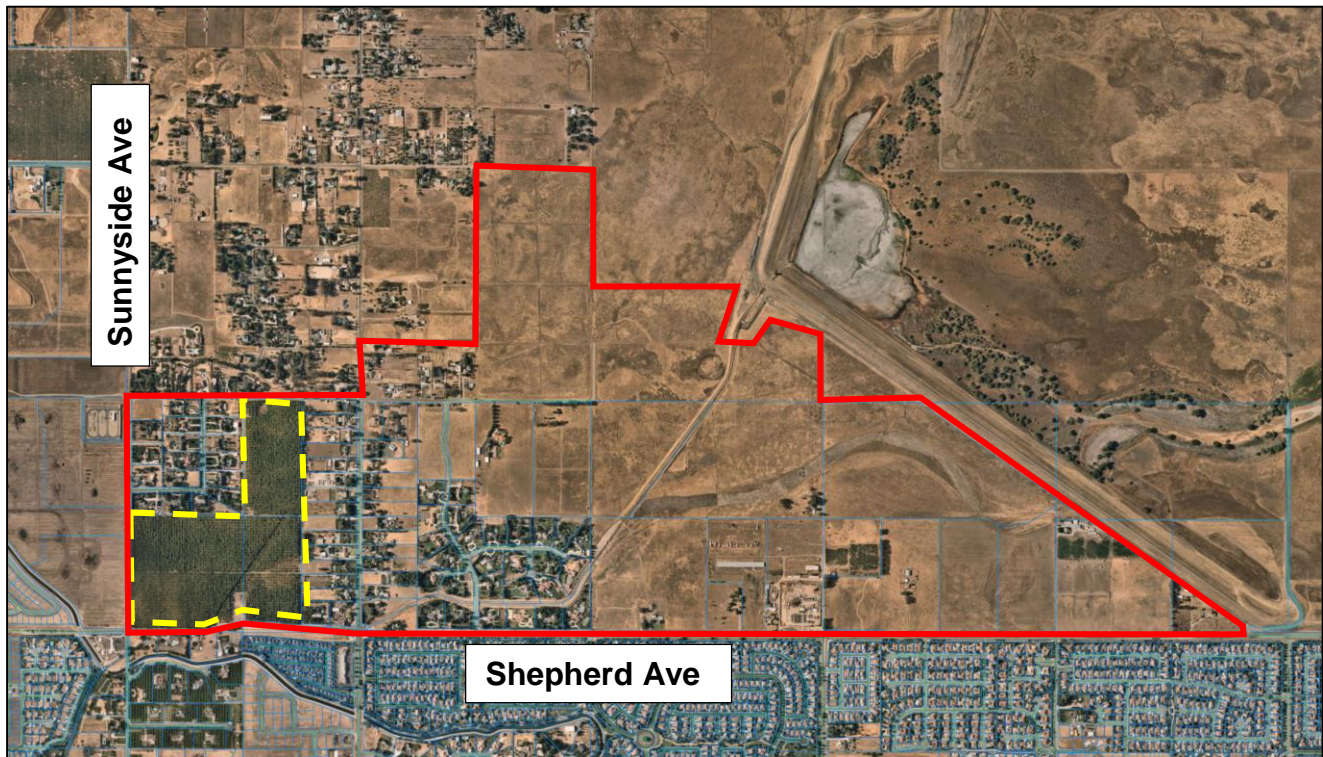
Staff recommends that the City Council consider the information provided in this report, together with any public comments offered regarding the item, and authorize staff to proceed with processing the request by Wilson Premier Homes to pursue amending the City of Clovis Sphere of Influence (SOI) for urbanization of approximately 825 acres as shown below in **Figure 1**.

EXECUTIVE SUMMARY

On March 2, 2020, Council provided authorization to move forward with preparation of environmental studies for the expansion and urbanization of approximately 75 acres at the northeast corner of Shepherd and Sunnyside Avenues. Since then, the applicant put the project on hiatus through the Spring as a result of COVID-19. The applicant has recently decided to move forward again and requested to further expand the SOI boundary from what was previously considered to include an additional 750 acres, for a total of approximately 825 acres, as shown below in **Figure 1**.

The applicant has provided a revised justification, included as **Attachment 1**. For additional background and Council minutes regarding the applicant’s request on March 2, 2020, please refer to **Attachment 2**.

FIGURE 1
SOI Amendment Location



 = Revised SOI Boundary (approx. 825 acres)

 = SOI Boundary Considered On March 2, 2020 (approx. 75 acres)



BACKGROUND

This section serves as a brief summary to the timeline of events related to the applicant’s request.

- **June 2016:** Staff received a request to allow urbanization of the subject property. Staff began an internal cursory evaluation of the request to identify potential challenges and issues that would require a more detailed evaluation to assess the feasibility of the SOI amendment.
- **June 2018:** Applicant’s representative submitted a request for the Council to consider direction and to allow for staff to proceed with the SOI amendment process.
- **September 2018:** Staff presented the request to the City Council for consideration and seeking direction. Council ultimately directed staff to continue exploring the feasibility and to report back to City Council with an update; however, no direction was given to formally proceed at this hearing.

- **March 2020:** Staff received direction from City Council to move forward and prepare environmental studies related to approximately 75 acres of land at the northeast corner of Shepherd and Sunnyside Avenues (see **Figure 1** above), and to include the neighborhood at the corner of Perrin and Sunnyside Avenues as part of the environmental review.
- **April 2020:** Following Council direction at the March 2, 2020 hearing, the applicant requested via email on April 20, 2020 that the project be placed on hold due economic uncertainty in the housing industry as a result of COVID-19.
- **July 2020:** Applicant requested staff to continue the process and staff released a request for proposal (RFP) for preparation of an Environmental Impact Report and related studies.
- **August 2020:** Following the release of the RFP, the applicant requested a revision to the SOI boundary to include an additional 750 acres, for a total SOI expansion of 825 acres.

This report serves as an update to the March 2, 2020 hearing, and requests Council's authorization to move forward with a revised SOI amendment to now include approximately 825 total acres rather than the approximately 75 acres previously requested. With the Council's concurrence, staff will schedule a public meeting to gather input from the owners in the revised SOI boundary, plus the Dry Creek Preserve area, before returning to the Council to consider a formal resolution initiating the SOI expansion application. Further details are provided in the letter of justification provided by the applicant's representative, Dirk Poeschel of Land Development Services, Inc., included as **Attachment 1**.

PROPOSAL AND ANALYSIS

The subject area is currently outside of the City's SOI and as a result was not considered as part of the General Plan update in 2014 or its associated Environmental Impact Report (EIR), with the exception of portions of the areas east of Armstrong Avenue – which is part of the Northeast Urban Center (Focus Area 13). As shown below on **Figure 2**, there is a mix of land use designations, including Rural Residential (west of Armstrong Avenue), Low-, Medium-, and Medium-High Density Residential, Park, and Mixed-Use Village.

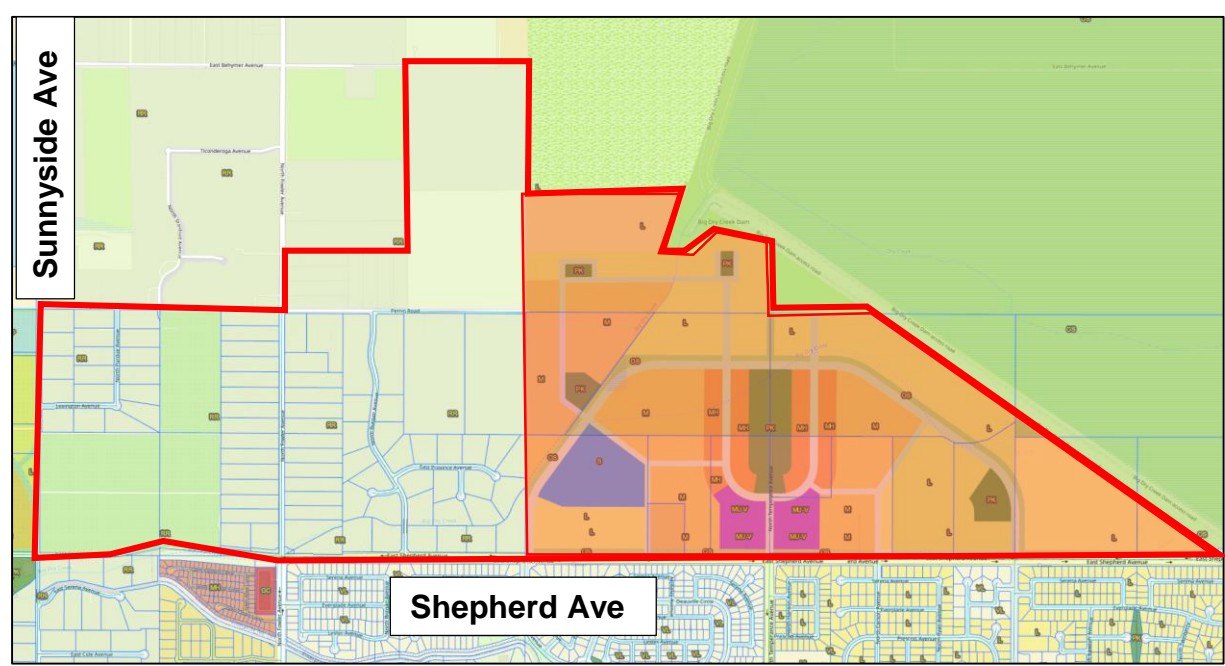
One of the key attributes of the 2014 General Plan was its identification of three (3) urban centers which is where outward growth will occur as the General Plan is implemented over the next 20 years. The applicant's revised request to expand the SOI would allow a portion of the Northeast Urban Center to be brought into the City's SOI. As State housing laws and the newly implemented vehicle miles traveled (VMT) law continue to encourage higher density housing and a mix of uses, this portion of Focus Area 13 would help to contribute to a more compact development pattern with higher density housing, as indicated in the land use designations (see **Figure 2** below).



If Council directs staff to move forward with the request, staff will continue in the process of contracting with a consulting firm to prepare technical studies for the preparation of an EIR in compliance with the California Environmental Quality Act (CEQA) and to ensure that the City has adequate services (i.e., sewer, water, police and fire) to serve the expanded area. The City would also review and update, as needed, the water and sewer master plans accordingly.

Upon selection of a consultant, staff will return to the Council with a request to enter into an agreement with the consultant to begin preparation of an EIR. A formal request for authorization for staff to proceed with an application to the Local Agency Formation Commission (LAFCo) will also be presented for the Council's consideration at that time. Following completion of the EIR and technical studies, staff will return to City Council to present the environmental findings prior to actual submittal of the LAFCo application.

During preparation of the EIR, which could take approximately one (1) year to complete, staff and the applicant will continue public outreach efforts, and engage with Fresno County and LAFCo staff. Efforts have already been made, as shown in **Attachment 3**, summarizing an applicant's recent call with LAFCo Director, David Fey. Both staff and the applicant have also contacted Fresno County regarding the revised proposal. While specific feedback from County staff was pending at the time this report was completed, no immediate objections had been raised based on informal consultation.

FIGURE 2
Current Land Use Designations



-  = Proposed SOI Boundary (approx. 825 acres)
-  = Portion of Northeast Urban Center (Focus Area 13)



FISCAL IMPACT

The impact of expanding the SOI would be minimal at the time the Sphere of Influence is changed. At the point of annexation and subsequent development entitlements, an impact on the City's ability to provide services will be realized. The fiscal impacts on the City will be analyzed at the time of an annexation request for the subject property.

REASON FOR RECOMMENDATION

Staff is seeking City Council's authorization to commence processing the revised request to include approximately 825 acres in the City of Clovis SOI. The proposed boundary lies immediately adjacent to the existing City limits and SOI, and encompasses areas planned or proposed for urban development. Authorization to process the SOI expansion proposal will not commit the City to filing a formal application with LAFCo, but it will allow staff to begin conducting public outreach, preparing the environmental analysis, and evaluating public service demands.

ACTIONS FOLLOWING APPROVAL

If directed by City Council to proceed, staff will schedule a public meeting with the owners in the revised SOI expansion boundary, along with the owners in the Dry Creek Preserve, to inform them of the proposal and to gather their input. Following that meeting, a resolution will be brought forward for the Council's consideration authorizing staff to apply to LAFCo. This would allow staff to begin to meet with affected agencies and interested individuals, and prepare a more detailed schedule and outline steps to move forward. In general, the following would occur:

- Conduct environmental studies for the preparation of a Master Service Plan and LAFCo application;
- Update the Master Service Plan for the proposed SOI;
- Consider a general plan amendment to identify land use and intensity of land use for the area;
- Negotiate an amendment to the Memorandum of Understanding and Tax Sharing Agreement with the County of Fresno; and
- Prepare a Sphere of Influence expansion application to be considered by LAFCo.

Prepared by: Ricky Caperton, AICP, Senior Planner

Reviewed by: City Manager *JK*

JUSTIFICATION

ATTACHMENT 1

DIRK POESCHEL

Land Development Services, Inc.

923 Van Ness Avenue, Suite 200 • Fresno, California 93721

559/445-0374 • Fax: 559/445-0551 • email: dirk@dplds.com

September 4, 2020

Mr. Luke Serpa, City Manager
City of Clovis
1033 5th St.
Clovis CA 93612

SUBJECT: Request for Council Direction to Allow a Sphere of Influence Change for
Urbanization of the 822.40 +/- acres

Dear Mr. Serpa,

Wilson Homes, Inc. respectfully requests your council direct City of Clovis staff to request an amendment to the City of Clovis Sphere of Influence to allow the urbanization of the area identified on the attached map. Also, please find a detailed justification for the proposed request.

Discussions with senior LAFCo, Fresno County and City of Clovis will occur to accurately determine the precise Sphere of Influence boundary and the appropriate steps to allow the aforementioned sphere change. Provision of adequate utilities and services will also be required and evaluated though an Environmental Impact Report paid for Wilson Homes, Inc. or a related entity.

For these reasons, I respectfully request the Clovis City Council direct your staff to begin the amendment of the City of Clovis Sphere of Influence to allow the urbanization of the 822.40 +/- acres. Thank you for your efforts in this regard. If you have any questions please feel free to contact me.

Sincerely,

Handwritten signature in blue ink, appearing to read "DP by KSK".

Dirk Poeschel, AICP

Attachments

cc. Mr. Leo Wilson
Mr. Tod Wilson
Mr. Jeff Harris

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Justification to Change the City of Clovis Sphere of Influence

**NE Corner of Sunnyside and E. Shepherd Avenues
and Planned Urban Areas near the Big Dry Creek Reservoir**

September 4, 2020

Project Request:

Wilson Premier Homes, Inc., (Wilson Homes) requests the City of Clovis allow for the urban development of the property located at the north side of Shepherd Avenue, between Sunnyside Avenue and the Big Dry Creek Dam by:

1. Modifying the city’s Sphere of Influence of 822.40+/- acres including 217.48+/- acres of existing rural residential uses and 407+/-acres planned for urban uses in the City of Clovis General Plan but not within the Sphere of Influence.
2. Allowing the applicant to contract with a third party to prepare an Environmental Impact Report to evaluate potential effects of the proposed project.

History

The project originally was configured to include the Spensley property and perhaps other adjacent properties to create *logical* Sphere of Influence boundary. Additional analysis by the applicant of the Clovis residential market provided impetus to include the area previously studied by the city for urban purpose adjacent to the Big Dry Creek Reservoir.

The City of Clovis will be the *lead agency* and prepare the required environmental documents for the city, LAFCo and subsequent development actions.

Facts in Support of the Proposed Project

The following facts justify the urbanization of the proposed site.

1. **What are the benefits to the City in including this site within Clovis' Sphere of Influence?**

Infrastructure Completion

Should the subject site urbanize as proposed, a significant benefit to the city and county would be the completion of E. Shepherd Ave. improvements including the land between Fowler and Sunnyside Avenues. Development of the subject site would provide for a significant portion of these street improvements and would realign the future E. Shepherd Ave. alignment in a manner that preserved existing homes located along the south side of current E. Shepherd Ave.

Improvement of this section of E. Shepherd Ave. would also improve line-of-site visibility and safety of E. Shepherd Ave. The subject tangent of roadway will be improved consistent with the E. Shepherd Ave. design speed thereby increasing traffic efficiency with related air pollution reductions while improving public safety by removing awkward curves on an urban roadway. Streetlights will also be installed which will further assist in achieving public safety for vehicular and pedestrian travel.

Among other things, the proposal will remove the last remaining unimproved tangent between Woodward Park and State Route 168. Such improvements would be in the public interest for a variety of reasons. An unintended consequence of the metropolitan area's urban boundary is to generally limit public improvements to those areas that are designated for development. This means lands not designated for development lack urban improvements.

The existing electrical poles on E. Shepherd Ave. are unsightly and are a public nuisance as they are proximate to the roadway and pose a threat to errant vehicles and bicyclists. The proposed project will underground the electrical poles adjacent to the subject roadway in accordance with City of Clovis policy.

Within the subject tangent of E. Shepherd Ave., the proposed project will install public street improvements such as curb, gutter, sidewalk, streetlights, trails and storm drainage per City of Clovis standards.

Completing the Logical Sphere of Influence Expansion

The City of Clovis has anticipated growth within this area for many years. The proposal will evaluate an expansion contemplated by the adopted General Plan.

2. Can the site be served with proposed and existing infrastructure?

The site is proximate to urban infrastructure that has no capacity allocated for this planned urban area. Prior to approval of the Sphere of Influence change, the applicant in cooperation with the city will evaluate the delivery and supply of urban utilities and those required by police, fire and emergency services. Sizing and installation requirements of infrastructure would be analyzed based on a maximum density of development being sought.

All such improvements and services will be designed and constructed in accordance with City of Clovis standards.

3. Is there a need for additional developable lands?

City of Clovis staff has calculated the current number of undeveloped residential lots within the city excluding Heritage Grove. As acknowledged by city staff, a range of variables effect availability of developable lots including location, configuration, buyer's desire to sell, demand as well as other similar factors. The opportunity for development within the Dry Creek

Preserve will take decades to plan, assemble and construct for willing sellers and buyers, so it is difficult to determine what supply of lots will be generated from that area.

Due to the limited urban conversions by property owners, the Heritage Grove Specific Plan area is projected to produce less housing annually than the City of Clovis fair share housing allocation.

Within the Dry Creek area of the proposed expansion, Wilson Homes intends to plan and develop a master planned community. Such an endeavor requires a substantial area of land to provide varying housing types and amenities

4. Would the plan amendment compromise or require reanalysis of the updated water, recycled water and sewer masterplans and the associated environmental report?

An update to the city’s Municipal Service Review (MSR) and other plans will occur to assure adequate services are available to serve the proposed sphere addition. Analysis and review of all service delivery and other potential environmental effects will also be undertaken at the applicant’s expense.

All improvements will be developed according to applicable city standards and as service delivery assessments for the project dictate.

5. Would the Sphere of Influence expansion request generate peripheral issues with existing neighborhoods or stakeholders?

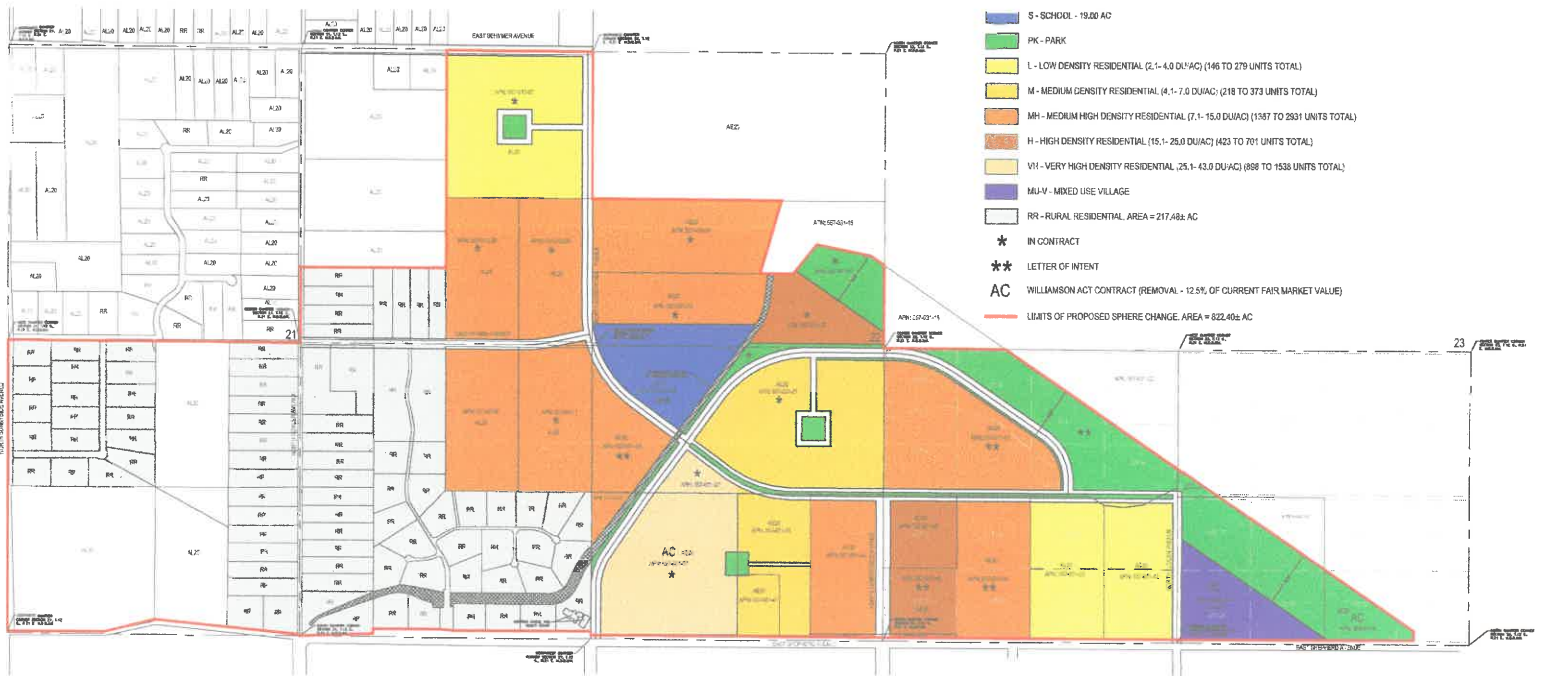
The proposed Sphere of Influence expansion would not be conditioned on a specific product or development density. Nonetheless, the applicant has committed to working with neighbors regarding development interface issues. Further, the proposed Sphere of Influence meets the LAFCO *logical boundary* criteria.

Other Issues

1. Urbanization of the subject site will not establish a precedent for development entitlements outside of the typical plan adoption process because of the exceptional circumstances associated with the request and the singular burden of completing the necessary public improvements by Wilson Homes.
2. The proposed project is consistent with various City of Clovis General goals or policies. For example:
 - a. Orderly and sustainable growth.
 - b. Completed streets.
 - c. Orderly development of the city general plan outside of the city boundary.
 - d. Mix of housing, lifestyle opportunities for all ages and incomes.

- e. The project will propose a density that represents a reasonable increase in residential densities established by *Smart Growth* targets.
- f. Greater efficiencies in the delivery of municipal services.
- g. Provides *Smart Growth* range of housing choices, walkable, distinctive and attractive communities.

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MARCH 2, 2020 CITY COUNCIL STAFF REPORT AND MINUTES

ATTACHMENT 2

11. Planning and Development Services – Approved – **Res. 20-16**, Resolution of Summary Abandonment for a portion of Sabre Avenue previously granted to the City of Clovis for public street and utility purposes, located in the northeast area of Clovis Avenue and Dakota Avenue.
12. Public Utilities – Approved – Waive formal bidding procedures and authorize the City Manager to execute a contract with BSK Associates to perform the 2020 Monitoring and Reporting and 5-Year Sampling at the Clovis Landfill.
13. Public Utilities – Approved – Final Acceptance for CIP 17-10 Compressed Natural Gas (CNG) Fueling System Upgrade.

ADMINISTRATIVE ITEMS

14. **6:06** - APPROVED – UPDATE AND POLICY DIRECTION REGARDING A REQUEST FROM LEO WILSON FOR COUNCIL TO CONSIDER AN AMENDMENT TO THE SPHERE OF INFLUENCE TO ALLOW URBANIZATION OF APPROXIMATELY 75 ACRES NEAR THE NORTHEAST CORNER OF SHEPHERD AND SUNNYSIDE AVENUES. GREAT BIG LAND, INC., OWNER; LEO WILSON, APPLICANT; DIRK POESCHEL.

Senior Planner Ricky Caperton presented a report on a request to update and provide policy direction regarding a request from Leo Wilson for Council to consider an amendment to the Sphere of Influence to allow urbanization of approximately 75 acres near the northeast corner of Shepherd and Sunnyside Avenues. The applicant has requested consideration and direction from the City Council to be able to move forward with the process of amending the City's SOI to include approximately 75 acres at the northeast corner of Shepherd and Sunnyside Avenues. The applicant has provided justification for the request, included as an attachment to the staff report. It is important to note that at this time, the request is only to amend the City's SOI. Prior to any development, future annexation and subsequent entitlements would be required. This request is a follow up to a September 10, 2018 Council hearing regarding the subject property. At that hearing, Council directed staff and applicant to conduct more research on the potential SOI amendment and to hold public outreach meetings regarding the request. This presentation serves as an update to Council and to request direction.

Dirk Poeschel, applicant representing the developer, commented on and spoke in favor of moving forward. Darrel Nelson, area resident, commented on the lack of water in the area. Norman Morrison, area resident, spoke in opposition and summarized the letter he had submitted. Erin Fanning, area resident, commented on a traffic report done on Nees Avenue. Joshua Lane, area resident, commented on a county study on Sunnyside Avenue. Anna Lisa Gangin, area resident, commented on traffic in the area and too much building going on in Clovis. Valarie Urie, area resident, commented on Sunnyside traffic and requested it be evaluated as part of analysis before approving the expansion of the sphere of influence. Jarod Collister, area resident, Quail Run subdivision, commented on the process, and noted some corrections to the applicant's letter of support. David Castle, area resident, commented on not being included in the discussion of the process, and questioned why the strange shape of the sphere of influence request. Robert Shuman, area resident, Quail Run subdivision north of Perrin, commented on lack of notification, the

illogical boundary, and the large number of homes being considered. Jill Polson, area resident, indicated that it was too soon to make this decision, lack of data, errors on the letter of support, Heritage Grove not being considered for future development. Area resident, south of the project, raised concerns with traffic in the area and recommended adding a traffic signal to Sunnyside and Shepherd, he also indicated that there is no need to consider this development considering the future growth in Heritage Grove. Rich Wathen, area resident, commented on the amount of money contributed to fund Shepherd Avenue, what the design of Shepherd would be, requested additional time to consider the request, and asked if what is being considered could change during the evaluation process. Paul Pierce, area resident, commented on the extent of the traffic studies, and his concerns with Fowler Avenue. Heather Weist, area resident, commented on impact of this project on the entire area, lack of proper notification, water shortage, and her desire to preserve the rural residential lifestyle, lack of usable data, traffic, and open space. Darrell Nelson, commented on lack of communication. Marcus DiBuduo, area resident, commented on the actual need for a sphere of influence change for 75 acres considering Heritage Grove and the Northeast development areas. Norman Morrison, area resident, commented on the lack of notification, and request for notification of the entire Dry Creek Preserve. Discussion by the City Council.

Motion by Councilmember Whalen, seconded by Councilmember Flores, as follows: (1) for staff to start the process for amending the sphere of influence to evaluate the 75 acres requested by the applicant plus the 18 homes to the north and west of the 75 acres known as Quail Run subdivision; (2) if LAFCo requires additional area to be included, such as the area east to Fowler Avenue, the proposed SOI request will return for Council consideration; (3) a public hearing to consider review of the Environmental Impact Report and the final Local Agency Formation Commission application will be held before the Council; and (4) in addition to regular notification, notification of public hearings will be provided to the entire Dry Creek Preserve as well as 800 feet adjacent to the area studied. Motion carried by unanimous vote.

Recess: 8:53

Reconvene: 9:00

15. **9:00 - RECEIVED AND FILED - 2020 FIVE-YEAR FINANCIAL FORECAST FOR THE CITY OF CLOVIS THROUGH FISCAL YEAR 2024-25 AND DISCUSS OPTIONS FOR BUDGET PREPARATION FOR 2020-21**

City Manager Luke Serpa presented an introduction to the 2020 Five-Year Financial Forecast. Finance Director Jay Schengel presented the 2020 Five-Year Financial Forecast for the City of Clovis through Fiscal Year 2024-25 and discussed options for budget preparation for 2020-21. The Five-Year Financial Forecast is a management tool that is updated and prepared each year to provide the City Council and City management with information on trends for the City's long-term financial condition. The Forecast represents a continuing effort to analyze the City's fiscal condition based upon a reasonable set of economic and operational assumptions. It is a very important management tool for identifying fiscal trends and issues which must be addressed early in order to assure continued financial success. This forecast shows a structural balance through 2024-25 with some ability to improve services. This report will serve as an opportunity to review the



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: March 2, 2020

SUBJECT: Consider – Update and policy direction regarding a request from Leo Wilson for Council to consider an amendment to the Sphere of Influence to allow urbanization of approximately 75 acres near the northeast corner of Shepherd and Sunnyside Avenues. Great Big Land, Inc., owner; Leo Wilson, applicant; Dirk Poeschel.

Staff: Ricky Caperton, AICP, Senior Planner

Recommendation: Approve

ATTACHMENTS: 1. Justification
2. September 10, 2018 Staff Report and Minutes

CONFLICT OF INTEREST

None.

RECOMMENDATION

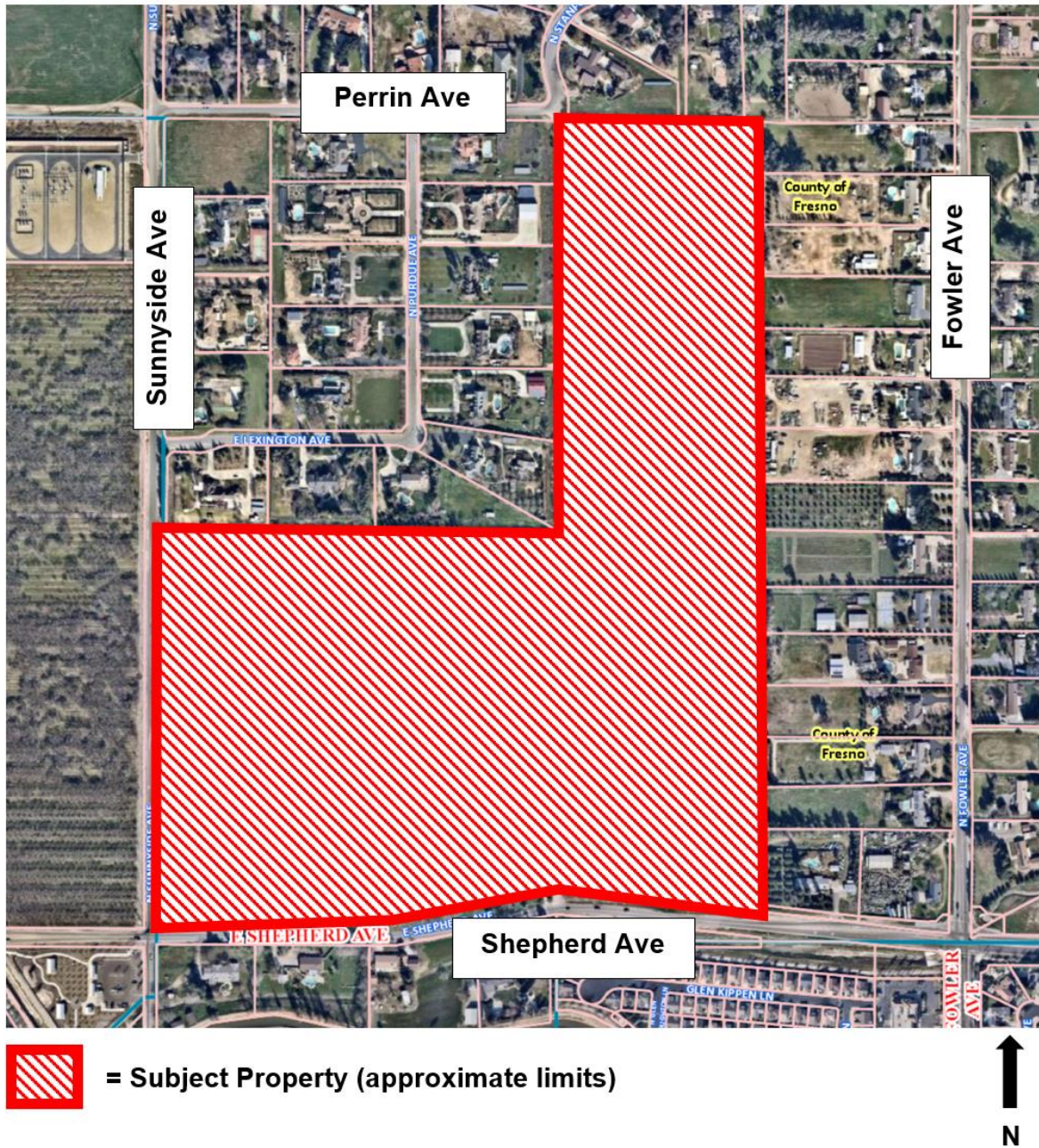
Staff recommends that the City Council consider the information provided in this report, together with any public comments offered regarding the item, and provide policy direction regarding pursuing a change to the City of Clovis Sphere of Influence (SOI) for urbanization of approximately 75 acres near the northeast corner of Shepherd and Sunnyside Avenues.

EXECUTIVE SUMMARY

The applicant has requested consideration and direction from the City Council to be able to move forward with the process of amending the City's SOI to include approximately 75 acres at the northeast corner of Shepherd and Sunnyside Avenues as shown in **Figure 1 (below)**. The applicant has provided justification for the request, included as **Attachment 1**. It is important to note that at this time, the request is only to amend the City's SOI. Prior to any development, future annexation and subsequent entitlements would be required.

This request is a follow up to a September 10, 2018 Council hearing regarding the subject property. At that hearing, Council directed staff and applicant to conduct more research on the potential SOI amendment and to hold public outreach meetings regarding the request. This staff report serves as an update to Council and to request direction. The September 10, 2018 staff report and meeting minutes are included as **Attachment 2** for reference.

FIGURE 1
Property Location



BACKGROUND

This section serves as a brief summary to the timeline of events related to the applicant's request. A more complete background is included in the September 10, 2018 staff report included as **Attachment 2**.

- **June 2016:** Staff received a request to allow urbanization of the subject property. Staff began an internal cursory evaluation of the request to identify potential challenges and issues that would require a more detailed evaluation to assess the feasibility of the SOI amendment.
- **June 2018:** Applicant's representative submits a request for the Council to consider direction and to allow for staff to proceed with the SOI amendment process.
- **September 2018:** Staff presents the request to the City Council for consideration and seek direction. Council ultimately directs staff to continue exploring the feasibility and to report back to City Council with an update; however, no direction was given to formally proceed at this hearing.

This report serves as an update to the September 2018 hearing, and requests Council direction to be able to move forward with the SOI amendment. Efforts following the 2018 consideration have included several neighborhood outreach meetings, as well as further research regarding the feasibility of the SOI amendment which included determining the limits of the proposed boundary of the SOI expansion. Further details are provided in the letter of justification provided by the applicant's representative, Dirk Poeschel of Land Development Services, Inc., included as **Attachment 1**.

PROPOSAL AND ANALYSIS

The subject site is currently outside of the City's SOI and as a result was not considered as part of the General Plan update in 2014 or its associated Environmental Impact Report (EIR). As such, no City land use designation was assigned to the site and no public facilities were anticipated to serve development of the property. If Council directs staff to move forward with the request, detailed studies would be conducted as part of the SOI amendment process, as well as during other subsequent entitlements (i.e. annexation, pre-zoning, etc.), to ensure the City has adequate services (i.e. sewer, water, police and fire) to serve the subject property.

During Council's September 2018 consideration of the request, several key questions were addressed, such as ability for infrastructure to serve the site, the potential impact to City water and sewer master plans, benefits to the City, and the overall need for additional developable lands. The responses to those questions can be reviewed in **Attachment 2**.

In general, the location of the subject property along Shepherd Avenue makes access to City utility infrastructure feasible. With regard to the request affecting City sewer and water master plans, updates to these documents would be required to understand the full impact of development of the site.

Because the current request is only to expand the City's SOI, which is the early phase of a complex process, insufficient information is available to analyze the full impact to the City's water and sewer systems. These impacts, and the specific improvements required to serve future development in this area, would need to be studied at a later stage, during annexation and subsequent entitlements, at which time more details would be known, such as the land use designation and zoning.

With the relatively recent inclusion of Heritage Grove to the City's SOI, and the more recent Northeast Area, it would appear the City has sufficient developable land to accommodate housing for the foreseeable future. However, one potential benefit to the City with the subject property is the ability to improve (i.e. straighten the curve) Shepherd Avenue along the site's frontage.

With regard to the proposed sphere boundary, the applicant held multiple outreach meetings to determine where the ultimate boundary would lie. As a result of those meetings, the applicant has confirmed the intent to move forward only with the parcels shown in **Figure 1**, which limits the boundary to the potential future development area. Consideration was given to include the 18 property owners at the southeast corner of Sunnyside and Perrin Avenues, which is directly adjacent to the west of the subject property. After multiple meetings between the applicant and the neighbors, an agreement could not be reached and the applicant has chosen to move forward with the boundary as proposed. More detail regarding the outreach efforts, specifically with the 18 adjacent property owners, can be viewed in **Attachment 1**.

FISCAL IMPACT

The impact of expanding the SOI would be minimal at the time the Sphere of Influence is changed. At the point of annexation, and subsequent development entitlements, an impact on the City's ability to provide services will be realized. The fiscal impacts on the City will be analyzed at the time of an annexation request for the subject property. If the Council recommends a sphere boundary beyond what is proposed, staff would return with a fiscal impact analysis.

REASON FOR RECOMMENDATION

Staff is seeking City Council direction on this request to include this site in the City of Clovis Sphere of Influence. Past discussions with associated agencies have established a general method in proceeding with such a SOI expansion.

If directed to proceed, Clovis would become the lead agency in preparing environmental documents with technical material to be supplied by the applicant. Clovis would also need to negotiate an amendment to the Memorandum of Understanding and tax sharing agreement with the County of Fresno and address requirements of LAFCo.

The larger question before the Council at this time is whether the benefits received by including this site into Clovis' SOI, such as improving Shepherd Avenue and providing additional developable land, outweigh peripheral issues, such as being able to accommodate additional traffic and providing services such as water, and sewer, which may cost Clovis additional resources.

ACTIONS FOLLOWING APPROVAL

If directed by City Council to proceed, staff will bring back a resolution authorizing staff to apply to LAFCo. This would allow staff to begin to meet with affected agencies and interested individuals and prepare a more detailed schedule and outlines steps to move forward. In general, the following would occur:

- Conduct environmental studies for the preparation of a Master Service Plan and LAFCo application;
- Update the Master Service Plan for the subject property;
- Consider a general plan amendment to identify land use and intensity of land use for the property;
- Negotiate an amendment to the Memorandum of Understanding and Tax Sharing Agreement with the County of Fresno; and
- Prepare a Sphere of Influence expansion application to be considered by LAFCo.

Prepared by: Ricky Caperton, AICP, Senior Planner

Reviewed by: City Manager *RA*

JUSTIFICATION

ATTACHMENT 1

Justification to Change the City of Clovis Sphere of Influence

NE Corner of Sunnyside and E. Shepherd Avenues

February 19, 2020

Project Request:

Great Big Land, Inc. which is controlled by Mr. Leo Wilson (Mr. Wilson) requests the City of Clovis allow for the urban development of the property located at the north east corner of N. Sunnyside and E. Shepherd Avenues by:

1. Modifying the city's Sphere of Influence to include the 75.45 +/- acres (hereinafter site) for future urbanization.
2. Allowing the applicant to contract with a third party to prepare an Environmental Impact Report to evaluate potential effects of the proposed project.

History

The subject site was considered for inclusion in the City of Clovis General Plan update but that request was not pursued due to a variety of factors principally revolving around the desire of the City of Clovis to not pursue urbanization north of Shepherd Ave. in the area proximate to the subject site. At that time, the subject site was controlled by CVEC, a partnership of Wathen Castanos and Wilson Homes. As the economy weakened, CVEC dissolved and Mr. Wilson obtained exclusive control of the subject site.

Over the past years, Mr. Wilson has pursued urbanization of the subject site. On April 18th, 2018 Mr. Wilson met with the Fresno County Local Agency formation (LAFCo), Fresno County Public Works & Development Services Director and Senior City of Clovis Administrative Office and Planning & Development staff.

The project will provide substantial public benefits to the city and county. Further, the City of Clovis will be the *lead agency* and prepare the required environmental documents for the city, LAFCo and subsequent development actions. LAFCo believed a commitment by the City of Clovis to annexing the 795 +/- acre Dry Creek Preserve and actively pursuing the annexation of the four properties south of Shepherd Ave. would alleviate annexation configuration issues. Subsequently, the agencies came to an informal agreement that annexation of the subject site into the City of Clovis is feasible.

Facts in Support of the Proposed Project

The following facts justify the urbanization of the proposed site.

1. **What are the benefits to the City in including this site within Clovis' Sphere of Influence?**

At first glance, the proposed Sphere of Influence change could appear to be inappropriate as it is an isolated request to urbanize a 75 +/- acre parcel of agricultural land. A closer review of the circumstances associated with this project indicates that it is essentially an isolated property surrounded by land that are designated for intensive urbanization. Please see the attached map.

Fresno County designated the areas proximate to the subject site for Rural Residential uses in 1977. At that time, the Rural Residential zone district was considered an *intensive* land use in the Fresno County General Plan as described in INTENSIVE DEVELOPMENT POLICIES Section 205-01 of that plan. When the Rural Residential land use designations were granted, those properties converted or were redesignated from an agricultural to a Rural Residential use. In other words, from agriculture to an intensive land use category.

Over time, as the City of Clovis has expanded its Sphere of Influence, surrounding properties have been designated for urbanization closer and closer to the subject site. Also over that time, the subject site has become essentially encircled by planned urban uses.

The agreement of Dry Creek Preserve owners to acknowledge the advantages of urbanization completes the logical expansion of urbanization in this area and specifically to the south and east of the subject site. The Dry Creek Preserve area, if not urbanized, could represent the creation of an *island* or at the very least the creation of an *illogical boundary* inconsistent with Local Agency Formation Commission (LAFCo) standards. In addition, the Dry Creek Preserve urbanization eliminated the potential LAFCo guideline conflicts, while closing the circle of urbanization around the subject site.

Infrastructure Completion

Should the subject site urbanize as proposed, a significant benefit to the city and county would be the completion of E. Shepherd Ave. improvements between Fowler and Sunnyside Avenues. Development of the subject site would provide for a significant portion of these street improvements and would realign the future E. Shepherd Ave. alignment in a manner that preserved existing homes located along the south side of current E. Shepherd Ave.

Improvement of this section of E. Shepherd Ave. would also improve line-of-site visibility and safety of E. Shepherd Ave. The subject tangent of roadway will be improved consistent with the E. Shepherd Ave. design speed thereby increasing traffic efficiency with related air pollution reductions while improving public safety by removing awkward curves on an urban roadway. Streetlights will also be installed which will further assist in achieving public safety for vehicular and pedestrian travel.

The City of Clovis has collected developer fees to construct the portion of E. Shepherd Ave. generally west of the intersection of Sunnyside and Shepherd Avenues. Those fees are inadequate to complete the planned improvements of E. Shepherd Ave. to N. Sunnyside Ave. Allowing the urbanization of the subject site will spend those developer fees now thereby reducing the diminishing return of those fees due to inflationary increases in construction costs. Without development on this site, city and county staffs would need to rely on grants or other funding opportunities in consideration of a cooperative project to improve Shepherd Ave.

The proposal will remove the last remaining unimproved tangent between Woodward Park and State Route 168. Such improvements would be in the public interest for a variety of reasons. An unintended consequence of the metropolitan area’s urban boundary is to generally limit public improvements to those areas that are designated for development. This means lands not designated for development lack urban improvements.

The existing electrical poles on E. Shepherd Ave. are unsightly and are a public nuisance as they are proximate to the roadway and pose a threat to errant vehicles and bicyclists. The proposed project will underground the electrical poles adjacent to the subject roadway in accordance with City of Clovis policy.

Within the subject tangent of roadway, the proposed project will install public street improvements such as curb, gutter, sidewalk, streetlights, trails and storm drainage per City of Clovis standards.

The project will extend community water and sewer lines to the northern edge of the proposed development abutting the existing rural residential development. Said extension of water and sewer lines substantially reduces the cost of future connections to that infrastructure for the rural residential owners. In conjunction with other proximate improvements, a looped water distribution system could be developed for that rural residential subdivision by others. Also, the existing temporary sewer lift station will be eliminated reducing sewer delivery and maintenance costs.

2. Can the site be served with proposed and existing infrastructure?

The site is proximate to urban infrastructure that has no capacity allocated for this site. Prior to approval of the Sphere of Influence change, the applicant in cooperation with the city will evaluate the delivery and supply of urban utilities and those required by police, fire and emergency services. Sizing and installation requirements of infrastructure would be analyzed based on a maximum density of development being sought.

All such improvements and services will be designed and constructed in accordance with City of Clovis standards.

3. Is there a need for additional developable lands?

City of Clovis staff has calculated the current number of undeveloped residential lots within the city excluding Heritage Grove. According to city staff, there are 3,214 existing or having been approved and not yet developed lots. However, this lot count represents typically by-passed, smaller lots that are not suitable for a production builder to subdivide due to their small size.

Based upon the 30-year average of 750 residential units being developed annually, there would be slightly less than a four-year supply of lots available for development. However, as acknowledged by city staff, a range of variables effect availability of developable lots including location, configuration, buyer’s desire to sell, demand as well as other similar factors. The opportunity for development within the Dry Creek Preserve will take decades to plan, assemble

and construct for willing sellers and buyers, so it is difficult to determine what supply of lots will be generated from that area.

Depending on project yield, it could take years to sell out the project that would represent only 7% to 10% of current Clovis home sales per year.

4. Would the plan amendment compromise or require reanalysis of the updated water, recycled water and sewer masterplans and the associated environmental report?

The City of Clovis completed and adopted the facilities master plans for water, recycled water and sewer services in conjunction with a certified Environmental Impact Report in July 2018. This site was not included in that master planning effort.

An update to the city’s Municipal Service Review (MSR) and other plans will occur to assure adequate services are available to serve the proposed sphere addition. Analysis and review of all service delivery and other potential environmental effects will also be undertaken at the applicant’s expense.

All improvements will be developed according to applicable city standards and as service delivery assessments for the project dictate.

5. Would the Sphere of Influence expansion request generate peripheral issues with existing neighborhoods or stakeholders?

The proposed Sphere of Influence expansion would not be conditioned on a specific product or development density. Nonetheless, the applicant has committed to working with neighbors regarding development interface issues.

Please see the attached map which identifies adjacent properties. Annexation of the Rural Residential properties to the immediate north is not proposed as the owners of these lots do not desire annexation.

Numerous meetings occurred with neighbors to the north regarding the extension of water to that subdivision. Those meeting occurred as follows:

- 1. February 7, 2019 City of Clovis Staff neighborhood outreach & informational meeting at Clovis City Hall
- 2. 2. May 10, 2019 Meeting w/neighbor representatives Rich Wathen & Jarod Fishman at Wilson Homes office
- 3. September 26, 2019 Wilson neighborhood outreach meeting re: water & annexation process at the Clovis Memorial building
- 4. October 17, 2019 Wilson 2nd neighborhood outreach meeting re: water & annexation at the Clovis Memorial building
- 5. October 22, 2019 Wilson follow-up neighborhood outreach meeting re: water

- 6. November 7, 2019 process at the Clovis Memorial building
Wilson follow-up neighborhood meeting re: water & annexation process at Broussard Old Town conference room
- 7. December 10, 2019 Wilson follow-up meeting with neighbor representatives, Campania Restaurant
- 8. January 7, 2020 Wilson follow-up meeting with neighbor representative Rich Wathen

Mr. Wilson proposed to construct a water line through the Rural Residential subdivision at no cost to the owners. Said extension would be conditioned upon the willingness of those property owners to seek inclusion into the City of Clovis Sphere of Influence and ultimately annexing their subdivision into the city.

There is little doubt that substantial public good could be derived from the proximate Rural Residential properties connecting to a public water supply. However, the neighbors rejected the Wilson water line extension offer valued at \$800,000.00 +/- because connecting the Rural Residential subdivision to the City of Clovis water system would require the assessment of other infrastructure costs which the owners were not prepared to pay.

A previous multiyear effort of the City of Clovis and Fresno County to extend community water to the Rural Residential subdivision failed to obtain most of that area's owners support.

Properties south of the site on E. Shepherd Ave. will be provided the opportunity to be annexed in accordance with directives from Fresno County and LAFCo.

Other Issues

1. Urbanization of the subject site will not establish a precedent for development entitlements outside of the typical plan adoption process because of the exceptional circumstances associated with the request and the singular burden of completing the necessary public improvements by Mr. Wilson.
2. The proposed project is consistent with various City of Clovis General goals or policies. For example, *General Plan Circulation Element Goal 1* seeks to achieve a context-sensitive and "complete streets" transportation network that prioritizes effective connectivity and accommodates a range of mobility needs. Other plan polices promote completion of roadway networks and directs that decisions should balance the comfort convenience and safety of pedestrians, bicyclists and motorists.
 - a. Orderly and sustainable growth.
 - b. Completed streets.
 - c. Orderly development of the city general plan outside of the city boundary.
 - d. Mix of housing, lifestyle opportunities for all ages and incomes.
 - e. The project will propose a density that represents a reasonable increase in residential densities established by *Smart Growth* targets.

- f. Greater efficiencies in the delivery of municipal services.
- g. Provides *Smart Growth* range of housing choices, walkable, distinctive and attractive communities.

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SEPT. 10, 2018 STAFF REPORT AND MEETING MINUTES

ATTACHMENT 2



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 10, 2018

SUBJECT: Consider – Policy direction regarding a request from Wilson Homes, Inc. for Council to consider an amendment to the Sphere of Influence to allow urbanization of approximately +/- 52.4 acres near the northeast corner of Shepherd and Sunnyside Avenues. L. Spensley, owner; Wilson Homes, applicant/representative.

ATTACHMENT: Exhibit “A” - Poeschel Letter of June 2018

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to provide policy direction regarding pursuing a change to Clovis' current Sphere of Influence for urbanization of +/- 52.4 acres near the northeast corner of Shepherd and Sunnyside Avenues and if warranted, to approve staff to negotiate a Sphere of Influence change with the County of Fresno and Local Agency Formation Commission (LAFCo).

EXECUTIVE SUMMARY

The City Council is being requested to direct staff to begin negotiations with the County of Fresno to amend the Clovis Sphere of Influence to allow urbanization of the +/-52.4 acre Spensley property located at the northeast corner of Shepherd and Sunnyside Avenues (see Figure 1 Below). This item had been under discussion during the preparation of the 2014 General Plan but for various reasons was not identified for future development in the General Plan. Subsequent discussion has occurred between the applicant, the City, the County of Fresno and LAFCo. There are a variety of issues requiring evaluation under this proposal.

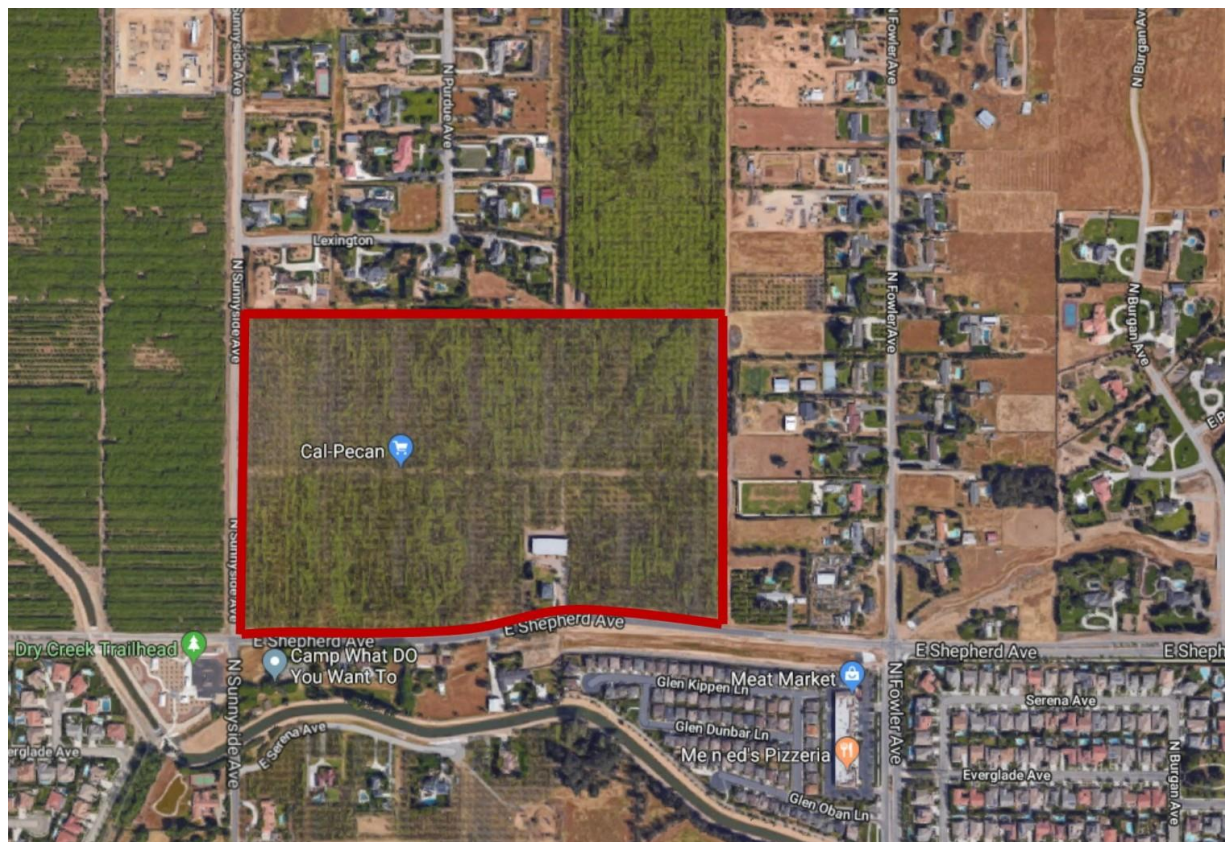


FIGURE 1 – Spensley Properties

BACKGROUND

In 2014, the City of Clovis completed a comprehensive update to its 1993 General Plan, along with an associated environmental impact report. The 2014 General Plan identified specific land uses for the Northwest area (Heritage Grove). Subsequently, in December 2014, an 860 acre Sphere of Influence expansion was sought and approved to align with the boundaries of Heritage Grove: Shepherd, Willow, Copper Avenues and the Sunnyside Avenue alignment.

In June of 2016, staff received a letter from Dirk Poeschel, Land Development Services, Inc., representing Wilson Homes, requesting to allow for the urbanization of the 75 acre Spensley property generally located along the north side of Shepherd Avenue between Sunnyside and Fowler Avenues. This site was not identified for development in either the 1993 or 2014 General Plan, or under the 2014 Sphere of Influence boundary change.

City staff began a cursory evaluation of the proposal with internal staff including the development of an inventory of issues requiring evaluation. Additionally, staff contacted Fresno County and LAFCo staff to discuss a tentative process for consideration of this request if it were to move forward.

Staff received the attached letter dated June 14, 2018 (Exhibit "A") from Dirk Poeschel of Land Development Services, Inc. representing Wilson Homes requesting City Council consideration and direction on beginning a process to amend the City of Clovis Sphere of Influence to allow for the urbanization of a modified 52.4+/- net acre portion of the Spensely property.

PROPOSAL AND ANALYSIS

The subject site lies outside of the current Sphere of Influence and was not considered as part of the General Plan update of 2014. As such, no land use direction was assigned to this site and no public facilities were analyzed for serving development of this property.

Unlike the Northeast Urban Village where the General Plan provided direction for subsequent land use consideration by way of a Master Planned Community Zone District action or Specific Plan process, the General Plan does not address this site. Consequently the prevailing land use authority falls under the County of Fresno with a land use designation of Rural Residential (one dwelling unit per two acres). This site has not been included in any level of urban facility master planning; however with the recent adoption of Clovis' water, sewer and recycled water masterplans, a more accurate analysis of available services can be conducted.

For this discussion, staff has included some key issues and topics:

- Can the site be serviced with proposed and existing infrastructure?
- Is there a need for additional developable lands?
- Would the plan amendment compromise or require re-analysis of the updated water, recycled water and sewer masterplans and the associated environmental report?
- What are the benefits to the City in including this site within Clovis' Sphere of Influence?
- Would the Sphere of Influence expansion request generate peripheral issues with existing neighborhoods or stakeholders?

The following are preliminary responses to these questions.

Can the site be serviced with proposed and existing infrastructure?

This is an unknown at this time and would require further analysis. With Clovis' cooperation in developing water banking facilities with the Fresno Irrigation District (FID), some water resources are available for use outside of the FID boundary. Use of these resources at this site will subtract from the resource pool available for the overall community. Further analysis would be based upon the density of development being sought. Physical sewer, water and recycled water infrastructure will be developed in proximity to this site with development in the Heritage Grove area. It is likely that the physical location of these facilities may be reached relatively easily.

Additional analysis would be required with the Fresno Metropolitan Flood Control District (FMFCD) to determine how flood waters would be handled from this site.

Is there a need for additional developable lands?

Staff has reviewed and calculated the current number of undeveloped residential lots within Clovis outside of Heritage Grove. It appears that there are 2,854 existing or having been approved and not yet developed lots. Based upon the 30 year average of 750 residential units being developed annually, there would be a little under four year supply of lots available for development. Understandably there are many issues related to availability of developable lots including issues with acquisition and thus the lot count could be much less.

Additionally, with the opening of Heritage Grove to development, another 2,560 acres will become available for development as well as additional lands with the phased opening of the Northeast area. It would appear that an inventory of land is available for future development.

Would the plan amendment compromise or require re-analysis of the water, recycled water and sewer master plans and the associated environmental report?

Clovis has completed and adopted the facilities master planning for water, recycled water and sewer services in conjunction with an environmental impact report in July 2018.

As this site has not been included in this master planning effort it is unclear what the ramifications would be of including this site into the Clovis Sphere of Influence. Further analysis and environmental review is required for consideration of servicing this site.

What are the benefits to the City in including this site within Clovis' Sphere of Influence?

A significant benefit to the City would be the completion of Shepherd Avenue improvements between Fowler and Sunnyside Avenues. Development of this site would provide for a significant portion of these street improvements and could realign the future Expressway in a manner that preserved existing homes located along the south side of present day Shepherd Avenue. Without development on this site, City and County staffs would need to rely on grants or other funding opportunities in consideration of a cooperative project to improve Shepherd Avenue.

Would the Sphere of Influence expansion request generate peripheral issues with existing neighborhoods or stakeholders?

Recent development activity including the master planning for the Dry Creek Preserve area and the Lennar subdivision at the northwest corner of Sunnyside and Shepherd Avenues have both solicited for and attracted comments from property owners and stakeholders in the vicinity. The City has heard concerns raised regarding increased traffic and availability

of services such as water. Although a Sphere of Influence expansion would not carry a specific project design or identify a development density, it is likely to generate public comment as to the need for expansion and/or impacts to adjacent areas.

Staff has notified individuals who have requested to be updated on any development activity of this item.

FISCAL IMPACT

The full fiscal impact is unknown at this time. Should the City Council direct staff to proceed, staff would provide a formal investigation and analysis of costs associated with a Sphere of influence expansion.

REASON FOR RECOMMENDATION

Staff is seeking City Council direction on this request to include this site in Clovis' Sphere of Influence. Past discussions with associated agencies have established a general method in proceeding with such a Sphere of Influence expansion.

If directed to proceed, Clovis would become the lead agency in preparing environmental documents with technical material to be supplied by the applicant. Clovis would also negotiate an amendment to the Memorandum of Understanding and tax sharing agreement with the County of Fresno and address requirements of LAFCo.

The larger issue before the Council at this time is will the benefits received by including this site into Clovis' Sphere of Influence such as improving Shepherd Avenue and providing additional developable land be outweighed by peripheral issues that may cost Clovis additional resources.

ACTIONS FOLLOWING APPROVAL

If directed by City Council to proceed, staff will meet with affected agencies and interested individuals and prepare a schedule and steps to move forward. This would include:

- A written justification from the applicant on why this site should be brought into Clovis' Sphere of Influence;
- Conduct environmental studies for the preparation of a Master Service Plan and LAFCo application;
- Update the Master Service Plan for the subject property;
- Consider a plan amendment to identify land use and intensity of land use for the property;
- Negotiate an amendment to the Memorandum of Understanding and Tax Sharing agreement with the County of Fresno; and,
- Prepare a Sphere of Influence expansion application to be considered by LAFCo.

Prepared by: Dwight Kroll, AICP, PDS Director

Submitted by: _____
Dwight Kroll, AICP
Director of Planning and
Development Services

September 10, 2018

6:00 P.M.

Council Chamber

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

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

PRESENTATIONS

- 1. 6:03 P.M. - PRESENTATION OF CERTIFICATES OF RECOGNITION TO STUDENTS RECEIVING AMERICAN LEGION BOYS AND GIRLS STATE AWARDS

Councilmember Flores presented Certificates of Recognition to Students Receiving American Legion Boys and Girls State Awards.

- 2. 6:13 - PROCLAMATION RECOGNIZING THE WEEK OF SEPTEMBER 9, 2018 AS NATIONAL SUICIDE PREVENTION WEEK

Councilmember Ashbeck presented a proclamation recognizing the week of September 9, 2018 as National Suicide Prevention Week.

PUBLIC COMMENTS – 6:17

Mike Cunningham, resident and member of the Board of Directors of the Central Sierra Historical Society, invited Council to a September 12, 2018 event entitled *Fire in the Sierra*.

Tom McLaughlin, Director of Planning, California Health Sciences University, provided City Council an update on the medical school campus on Alluvial and Temperance Avenues for the College of Osteopathic Medicine.

CONSENT CALENDAR - 6:34

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

- 3. Community and Economic Development - Receive and File – Community and Economic Development Department July 2017 – June 2018 Report and Department Overview.
- 4. Community and Economic Development - Approval – Authorize the Sale of a Portion of the Property Located at 3495 Clovis Avenue at the Northeast Corner of Clovis and Dakota Avenues to Don Pickett and Associates.
- 5. Finance - Approval – **Res. 18-119**, A Resolution of Intention (ROI) to Annex Territory (Annexation #54) (T6186-South East Corner of Bullard and Leonard.), to

the Community Facilities District (CFD) 2004-1 and to Authorize the Special Taxes Therein and Setting the Public Hearing for October 1, 2018.

AGENDA ITEM NO. 5.
AGENDA ITEM NO. 11.

6. Public Safety – Approval – **Res. 18-120**, Amending the Police Department’s Budget for FY 2018-2019 to reflect the Award from the Office of Traffic Safety Selective Enforcement Traffic Program Grant in the amount of \$70,000.00.

PUBLIC HEARINGS

7. 6:34 - APPROVED INTRODUCTION – **ORD. 18-22**, R2016-17A, A REQUEST TO APPROVE AN AMENDMENT TO THE CONDITIONS OF APPROVAL OF REZONE R2016-17 AND THE LOMA VISTA COMMUNITY CENTERS NORTH AND SOUTH MASTER PLAN TO MODIFY SETBACK REQUIREMENTS AND OFF-STREET PARKING REQUIREMENTS. THE PROJECT SITE IS LOCATED ON THE WEST SIDE OF LEONARD AVENUE, BETWEEN SHAW AND GETTYSBURG AVENUES. WILSON PREMIER HOMES, INC., OWNER/APPLICANT; HARBOUR & ASSOCIATES, REPRESENTATIVE

Associate Planner George Gonzales presented a report on a request to approve an amendment to the conditions of approval of Rezone R2016-17 and the Loma Vista Community Centers North and South Master Plan to modify setback requirements and off-street parking requirements. The applicant is requesting to amend Condition #5 of Rezone R2016-17 and the Loma Vista Community Centers North and South Master Plan for modification of the building setback and off-street parking requirements. Approval of this request would change the development standards of Planning Area #8A of the Master Plan and allow the applicant to continue processing the Site Plan Review drawings. Dirk Poeschel, representing the applicant, speaking in support of the project. Leo Wilson, applicant, spoke in support. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, for the Council to approve the introduction of Ordinance 18-22, R2016-17A, amending the conditions of approval of Rezone R2016-17 and the Loma Vista Community Centers North and South Master Plan to modify setback requirements and off-street parking requirements. Motion carried by unanimous vote.

8. 7:05 - APPROVED INTRODUCTION – **ORD. 18-23**, R88-09A, APPROVING AN AMENDMENT TO THE CONDITIONS OF APPROVAL TO ALLOW FOR THE DEVELOPMENT OF A MULTIPLE-FAMILY DEVELOPMENT CONSISTENT WITH THE R-2 ZONE DISTRICT FOR PROPERTY LOCATED AT 1855 AUSTIN AVENUE. MOHAMAD ANNAN, OWNER/APPLICANT; AESTHETICS DESIGNS, REPRESENTATIVE

Deputy City Planner Orlando Ramirez presented a report on a request to approve an amendment to the conditions of approval to allow for the development of a multiple-family development consistent with the R-2 Zone District for property located at 1855 Austin Avenue. The applicant is requesting an amendment to the conditions of approval of Rezone R88-09A related to approximately .7 acres of land located at 1855 Austin Avenue. The amendment would allow for future development subject to the Property Development Standards of the R-2 (Medium

Density Multiple Family Development) Zone District include typical two-story units by right. Approval of the request will allow the applicant to move forward with the development of the site.

Ruben Viellegas, area resident, spoke in opposition due to concerns with privacy and negative impact on property values. Kevin Carlson, area resident, spoke in opposition due to concerns with privacy, property values, requesting single story adjacent residential properties. Mohamad Annan, applicant, spoke in support of the project. Eli Saliva, representing the applicant, spoke in support of the project. Gina Vosh, area resident, provided some history on the project, and spoke in opposition to the project. Discussion by the Council.

Motion by Councilmember Mouanoutoua for the Council to approve the introduction of Ordinance 18-23 amending the conditions of approval to allow for the development of a multiple-family development consistent with the R-2 Zone District for property located at 1855 Austin Avenue. Motion died to a lack of a second. Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve the rezone amendment and require Council consideration of a conditional use permit if processed as a planned residential development. Motion carried 4-1 with Councilmember Mouanoutoua voting no.

- 9. 8:08 - CONTINUED - **RES. 18-XX**, CUP2005-24A2, A REQUEST TO APPROVE A CONDITIONAL USE PERMIT AMENDING THE MASTER SITE PLAN FOR PORTAL SIERRA II WITHIN THE RESEARCH AND TECHNOLOGY PARK, LOCATED ON THE WEST SIDE OF TEMPERANCE AVENUE, NORTH OF ALLUVIAL AVENUE, GREYHAWK, LLC., OWNER AND APPLICANT; CENTERLINE DESIGN LLC., REPRESENTATIVE

Assistant Planner Lily Cha presented a report on a request to approve a conditional use permit amending the master site plan for Portal Sierra II within the Research and Technology Park, located on the west side of Temperance Avenue, north of Alluvial Avenue. The applicant is requesting approval of a conditional use permit to amend the master site plan for the business campus Planned Unit Development (PUD) known as Portal Sierra II within the R-T (Research and Technology) Park Zone District located west of Temperance Avenue and north of Alluvial Avenue. Approval of this conditional use permit will memorialize a revised layout of the proposed master site plan. Chris Ward, representing the applicant, spoke in support, and addressed questions of Council. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, for the City Council to continue the item to a date certain of October 8, 2018 to allow staff to work with the applicant to bring the concept back to City Council demonstrating walkability, more of a campus like setting, and access to the trail. Motion carried 4-1 with Councilmember Mouanoutoua voting no.

CORRESPONDENCE

10. 8:40 - CONSIDERED – POLICY DIRECTION REGARDING A REQUEST FROM WILSON HOMES, INC. FOR COUNCIL TO CONSIDER AN AMENDMENT TO THE SPHERE OF INFLUENCE TO ALLOW URBANIZATION OF APPROXIMATELY +/- 52.4 ACRES NEAR THE NORTHEAST CORNER OF SHEPHERD AND SUNNYSIDE AVENUES. L. SPENSLEY, OWNER; WILSON HOMES, APPLICANT/REPRESENTATIVE.

Planning and Development Services Director Dwight Kroll presented a report on a request from Wilson Homes, Inc. for Council to consider an amendment to the Sphere of Influence to allow urbanization of approximately +/- 52.4 acres near the northeast corner of Shepherd and Sunnyside Avenues. The City Council is being requested to direct staff to begin negotiations with the County of Fresno to amend the Clovis Sphere of Influence to allow urbanization of the +/-52.4 acre Spensley property located at the northeast corner of Shepherd and Sunnyside Avenues. This item had been under discussion during the preparation of the 2014 General Plan but for various reasons was not identified for future development in the General Plan. Subsequent discussion has occurred between the applicant, the City, the County of Fresno and LAFCo. There are a variety of issues requiring evaluation under this proposal. Staff has included some key issues and topics such as:

- Can the site be serviced with proposed and existing infrastructure?
- Is there a need for additional developable lands?
- Would the plan amendment compromise or require re-analysis of the updated water, recycled water and sewer masterplans and the associated environmental report?
- What are the benefits to the City in including this site within Clovis' Sphere of Influence?
- Would the Sphere of Influence expansion request generate peripheral issues with existing neighborhoods or stakeholders?

Dirk Poeschel, representing the applicant, spoke in support of the project. Leo Wilson, applicant, spoke in support. Paul Pierce, Dry Creek Preserve, spoke in opposition due to traffic, leap frog development, and impact on Sunnyside and Fowler Avenues due to increased traffic. Matthew Reese, area resident, spoke in support and to expand the sphere of influence to include properties to the north of the project. Deidra Childers, requested they be included in city's sphere of influence. Bud Benjamin, area resident, commented on issues that need to be addressed before moving forward. Rhonda Schmidt, area resident, raised concerns about water, concerns with traffic, but did not speak in support of being included in the sphere of influence. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, for the Council to direct staff to start the analysis and report back to City Council. Motion carried by unanimous vote.

ADMINISTRATIVE ITEMS

11. 9:26 - CONSIDER APPROVAL – **RES. 18-121**, RELEASING CITY OF CLOVIS' INTEREST IN PROPERTY LOCATED AT 325 POLLASKY AVENUE.

Councilmember Flores recused himself from consideration on the item due to a perceived conflict of interest and left the dais at 9:26 p.m.

Economic Development Director Andy Haussler presented a report on a request to release City of Clovis' interest in property located at 325 Pollasky Avenue. The building located at 325 Pollasky Avenue was owned by the County of Fresno and served as the Clovis Library until 1976 when a new library was built at 1155 Fifth Street. In exchange for the new library site, the County of Fresno deeded ownership of 325 Pollasky to the City of Clovis. In 1986, the City of Clovis entered into an Agreement for Conveyance of and Use of Land and Building to the Clovis Chamber of Commerce. The City received a letter detailing the building is now in need of major repairs and upgrades and requesting the release of the City of Clovis' interest in this property. Staff is recommending approval of the release of the City of Clovis' interest in this property.

Greg Newman, Executive Director Clovis Chamber of Commerce, spoke in support. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve a resolution releasing City of Clovis' interest in property located at 325 Pollasky Avenue. Motion carried 4-0-0-1 with Councilmember Flores abstaining. Councilmember Flores returned to the dais at 9:32.

12. 9:32 - APPROVED - A REQUEST TO INITIATE TEXT AMENDMENTS TO THE GENERAL PLAN AND DEVELOPMENT CODE TO ADDRESS THE CITY'S FOURTH CYCLE REGIONAL HOUSING NEEDS ASSESSMENT

City Planner Bryan Araki presented a report on a request to initiate text amendments to the General Plan and Development Code to address the City's Fourth Cycle Regional Housing Needs Assessment. Staff is requesting the City Council to initiate a General Plan Amendment and Ordinance Amendment to address the City's Housing Element and the RHNA. On March 12, 2018, staff presented a staff report outlining the steps taken to address the City's unaccommodated need and outlined a number of rezone scenarios to meet those needs. The Council subsequently adopted a resolution confirming the steps taken to address the City's RHNA. The City Council adopted the 2015-2023 Housing Element in 2016, which included RHNA numbers for the current (fifth) cycle and the past (fourth) cycle. The Fourth Cycle included a shortfall of 4,425 units that are required to be accommodated by rezoning properties at a density of 20 units per acre or more. On March 12, 2018, staff provided the Council with a report summarizing the status of the City's Housing Element and Fourth Cycle RHNA, and provided a number of rezone scenarios that could address the housing shortfall. Staff is prepared to draft and recommend a rezone action that would

address and accommodate all of the required 4,425 units. Council. Motion by Councilmember Ashbeck, seconded by Co for the Council to approve a request to initiate text amendments to the General Plan and Development Code to address the City's Fourth Cycle Regional Housing Needs Assessment. Motion carried by unanimous vote.

AGENDA ITEM NO. 5.

AGENDA ITEM NO. 11.

CITY MANAGER COMMENTS 9:42

City Manager Luke Serpa indicated he would be attending the League Annual Conference this week from Wednesday thru Friday.

COUNCIL ITEMS 9:44

13. COUNCIL COMMENTS

None

CLOSED SESSION

None

Mayor Whalen adjourned the meeting of the Council to September 17, 2018

Meeting adjourned: 9:45 p.m.

Mayor

City Clerk

LAFCo CALL MEETING SUMMARY

ATTACHMENT 3

Phone call with David Fey August 19, 2020 Re: Expanded Spensley S.O.I Change

David Fey and I spoke on August 19th by phone about the proposed expanded Spensley Sphere of Influence change. David has no particular issues with the proposed expanded configuration and thought it was more logical from a regional land planning perspective than the smaller Spencely SOI project.

David recommended coordinated communication early on with neighbors. Fresno County staff should also be consulted early regarding their opinion of the boundary. David also suggested that we comprehensively study service delivery issues such as police and fire with an emphasis on water sustainability. Phasing of urbanized area should be identified.

David also recommended a discussion about the phasing of development of the area east of the recently added sphere of North East Planning area and the any area proposed for development north of Shepherd Avenue.

Continuing dialogue with David was also recommended.

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future urbanization of approximately 825 acres north of Shepherd Avenue generally between Sunnyside Avenue and North Carson Avenue (Big Dry Creek Dam). On March 2, 2020, Council provided authorization to move forward with preparation of environmental studies for the expansion and urbanization of approximately 75 acres at the northeast corner of Shepherd and Sunnyside Avenues. Since then, the applicant put the project on hiatus through the Spring as a result of COVID-19. The applicant has recently decided to move forward again and requested to further expand the SOI boundary from what was previously considered to include an additional 750 acres, for a total of approximately 825 acres.

Ricky Caperton provided an update to the March 2, 2020 hearing, and requests Council's authorization to move forward with a revised SOI amendment to now include approximately 825 total acres rather than the approximately 75 acres previously requested. With the Council's concurrence, staff will schedule a public meeting to gather input from the owners in the revised SOI boundary, plus the Dry Creek Preserve area, before returning to the Council to consider a formal resolution initiating the SOI expansion application. Further details were provided in the letter of justification provided by the applicant's representative, Dirk Poeschel of Land Development Services, Inc.

Charles Kellis, area resident spoke in opposition to the proposal due to concerns with light, noise, traffic, and not wanting to be in the city. Dirk Poeschel, representing the applicant, spoke in support. Norman Morrison, area resident, spoke in opposition to the sphere expansion. Arakel Arisian, representing the Ricchiuti family, commented on the proposal. Jared Callister, area resident, spoke in opposition. Jan Kull, area resident, spoke in opposition. Discussion by the Council.

Motion by Councilmember Mouanoutoua, seconded by Councilmember Flores, for the Council to authorize staff to begin the process to amend the City of Clovis Sphere of Influence to allow future urbanization of property generally bounded by Shepherd Avenue to the south, Sunnyside Avenue to the west, Behymer Avenue to the north, and North Carson Avenue (Big Dry Creek Dam) to the east with further direction to provide noticing to the area being considered, the Dry Creek Preserve, and 800 feet south of Shepherd Avenue when items related to this project are being considered. Motion carried 4-1 with Councilmember Whalen voting no.

ITEM 8 – 7:40 - RECEIVED AND FILED – UPDATE ON THE CITY OF CLOVIS INVESTMENT PORTFOLIO STRATEGY

Deputy Finance Director Jeff Blanks presented an update on the City of Clovis Investment Portfolio Strategy. In accordance with the City's investment policy, as well as California Government Code sections 53601 and 53601.6, the City may invest its excess cash in a variety of investment instruments. The City currently invests in U.S. agency securities, certificates of deposit, and deposits with the California Local Agency Investment Fund, as well as an overnight sweep account with Union Bank. Due to the current interest rate environment, and in the interest of seeking greater yield (without sacrificing significant safety or liquidity), the City is seeking to invest in municipal bonds, which are allowable per the investment policy and the California Government Code. This change in strategy requires reporting to the City Council. There being no public comment, Mayor Bessinger

closed the public portion. Discussion by the Council. It was the consensus of City Council to receive and file the report.

COUNCIL ITEMS

ITEM 9 – 7:53 - RECEIVED AND FILED - CHANGE TO COUNCIL CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS AT COUNCIL MEETINGS

City Attorney David Wolfe updated city council on recent changes to state law that requires council members to state they have a conflict of interest in an item should they arrive late or leave early from a council meeting. There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. It was the consensus of City Council to receive and file the report.

ITEM 10 – 7:56 - APPROVED – DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES’ ANNUAL CONFERENCE AND BUSINESS MEETING ON OCTOBER 7-9, 2020.

Luke Serpa presented a report on a request to have council identify voting delegates for the for the League of California Cities’ annual conference and business meeting on October 7-9, 2020. There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the council to appoint Mayor Bessinger as the voting delegate and Councilmember Flores as the alternate. Motion carried by unanimous vote.

ITEM 11 – 7:59 - APPROVED - THE LEAGUE OF CALIFORNIA CITIES’ ANNUAL RESOLUTION SET FOR APPROVAL AT THE ANNUAL CONFERENCE ON OCTOBER 7-9, 2020

City Manager Luke Serpa presented a report for the council to consider the League of California Cities’ Annual Resolution set for consideration at the Virtual Annual Conference and Business Meeting held on October 7 – 9, 2020, and provide policy direction for voting delegate. Each year at the Annual Business Meeting of the League of California Cities, each city has a voting delegate to vote on various resolutions that will guide policy actions of the League Board of Directors. The City Council should review the annual resolution and provide policy direction to the City’s voting delegate. The proposed resolution states that the League of California Cities should urge Congress to amend Section 230 of the Federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted. Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity. Section 230 of the CDA immunizes websites from legal liability for the comments of their users. When Congress enacted Section 230 in 1996, it wisely recognized that holding websites legally responsible for user-generated content would cripple the rapidly developing online world. Section 230 defines Internet culture as we know it: It’s the reason why websites can offer platforms for critical and controversial speech without constantly worrying about getting sued.

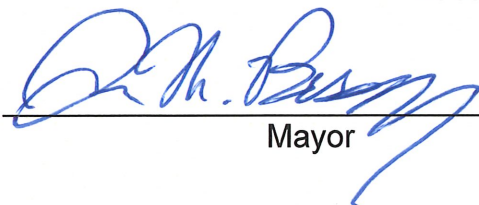
There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. Motion by Councilmember Whalen, seconded by Councilmember Flores, for the council to direct the voting delegates to have discretion based on what they hear at the League of California Cities' annual conference on how they should vote on this item. That, as a city, we are expressing our support with the idea that we do our best to make online platforms hypersensitive to responses from law enforcement in identification and apprehension of persons that are using the services of the platforms to solicit and engage in criminal activity. Motion carried by unanimous vote.

WORKSHOP – 8:12

City Manager Luke Serpa provided Council an update on COVID-19 numbers in Clovis and Fresno County.

Mayor Bessinger adjourned the meeting of the Council to September 21, 2020

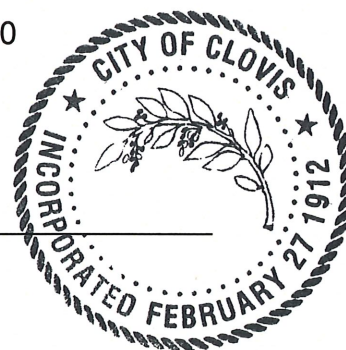
Meeting adjourned: 8:38 p.m.



Mayor



City Clerk



February 9, 2021

Ricky Caperton, AICP, Senior Planner
City of Clovis -
Planning and Development Services
1033 Fifth Street
Clovis, CA 93612

SUBJECT: Updated Proposal to prepare an Environmental Impact Report for the Great Big Land, Inc SOI Expansion and Related Land Use Entitlements, Clovis, California.

Dear Mr. Caperton,

Our original understanding of the Proposed Project was that it would be a project-level analysis conducted for a 75-acre area with an anticipated 525 residential units. We understand that the Proposed Project has been expanded to include 1,050 acres, and that the entitlements being requested vary by area/property owner. We understand that the project area can be described as follows:

- Project Area – Sphere of Influence Expansion to include the entire 1,050-acre Project Area;
 - 75-acre Wilson Homes Development (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Wilson Homes and will have full field surveys);
 - 527-acre East Shepard Master Plan
 - 224 acres proposed by Wilson Homes (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Wilson Homes and will have full field surveys);
 - Approx 62 acres proposed by Harlan (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Harlan and will have full field surveys);
 - Approx 228 acres controlled by others (Program-level Analysis)– General Plan Amendment, Pre-zone, Annexation (this area may not be accessible by the property owners and will not have full field surveys);
 - 448-acre remainder (Program-level Analysis Only) – This area will not receive any entitlements other than to be included in the SOI Expansion (this area is not anticipated to be accessible and will not have full field surveys).

The enclosed updated proposal includes a revised scope, schedule, and budget necessary to cover the expanded Project Area as described above. The scope and budget revisions are mostly associated with additional work need to perform technical studies on the additional 224 acres of land owned by Wilson Homes and approximately 62 acres of land owned by Harlan in the East Shepard Master Plan, and also includes additional time needed to prepare the Draft EIR and Final EIR given the increase in project area. Note, in the event that the acres controlled by others in the East Shepard Master Plan becomes accessible, and those property owners desire full field surveys with project-level analysis, we can add this as additional scope/budget if requested.

Speaking for the entire De Novo Team, we truly appreciate being considered for this project. We trust that the enclosed information is adequate for your evaluation, but should you need anything else, please do not hesitate to contact me at 916-580-9818.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. McMurtry', with a horizontal line extending to the right.

Steve McMurtry, Principal
DE NOVO PLANNING GROUP, INC.

PROJECT APPROACH AND SCOPE OF WORK

PROJECT UNDERSTANDING

Our original understanding of the Proposed Project was that it would be a project-level analysis conducted for a 75-acre area with an anticipated 525 residential units. We understand that the Proposed Project has been expanded to include 1,050 acres, and that the entitlements being requested vary by area/property owner. We understand that the project area can be described as follows:

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 - 527-acre East Shepard Master Plan
 - 224 acres proposed by Wilson Homes (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Wilson Homes and will have full field surveys);
 - 62 acres proposed by Harlan (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Harlan and will have full field surveys);
 - 241 acres controlled by others (Program-level Analysis)– General Plan Amendment, Pre-zone, Annexation (this area may not be accessible by the property owners and will not have full field surveys);
 - 448-acre remainder (Program-level Analysis Only) – This area will not receive any entitlements other than to be included in the SOI Expansion (this area is not anticipated to be accessible and will not have full field surveys).

The enclosed updated proposal includes a revised scope, schedule, and budget necessary to cover the expanded Project Area as described above. The scope and budget revisions are mostly associated with additional work need to perform technical studies on the additional 224 acres of land owned by Wilson Homes and approximately 62 acres of land owned by Harlan in the East Shepard Master Plan, and also includes additional time needed to prepare the Draft EIR and Final EIR given the increase in project area. Note, in the event that the 241 acres controlled by others in the East Shepard Master Plan becomes accessible, and those property owners desire full field surveys with project-level analysis, we can add this as additional scope/budget if requested.

TASK 1 – PROJECT KICKOFF, DATA COLLECTION, AND BACKGROUND INFO

Within one week of receipt of Notice to Proceed from the City, the De Novo team will have a conference call with City Staff to discuss the following:

- City preferences for point of contact, method of communication, meeting responsibilities, project updates, etc.,
- Collection of relevant background documents (adopted documents, reports, and studies), and
- Project deliverables.

TASK 2 –NOTICE OF PREPARATION AND SCOPING MEETING

De Novo will prepare an Initial Study and Notice of Preparation (NOP) in an administrative draft form for City staff to review. For the analysis, we will utilize the detailed project description including text and graphics that has been provided to us by the project applicant. Comments received from City staff will be incorporated into the Initial Study and NOP for public distribution. De Novo will hand deliver the NOP with the proper notice to the State Clearinghouse for state review. De Novo will attend a public scoping meeting in coordination with City staff. We will present the findings from the Initial Study at the scoping meeting and collect comments from interested parties.

Deliverables:

- *One (1) electronic copy of the Admin Draft NOP with appendices, in MS Word and PDF format.*
- *One (1) CD of the Final NOP with appendices, in MS Word and PDF format.*
- *Fifteen (15) hard copies of the Final NOP with appendices.*

TASK 3 –PROJECT DESCRIPTION AND ALTERNATIVES

De Novo will prepare a Project Description to be used for the EIR. The Project Description will satisfy the requirements of CEQA, and include appropriate maps, figures, tables, and/or graphics. We will also develop up to three alternatives during this task, which will include the CEQA-Required No Project Alternative. We will work closely with the City on the Project Description and development of the Alternatives. We recommend that this Task we performed as one of the first orders of business, and that we utilize the deliverable in the NOP (Task 2).

Deliverables:

- *One (1) electronic copy of the Project Description and Alternatives, in MS Word format.*

TASK 4 –TECHNICAL STUDIES

This task includes preparation of technical studies to support the environmental analysis and to serve as substantial evidence for the findings pursuant to CEQA Guidelines. This task will include the following technical studies:

- Air Quality and Greenhouse Gas Emissions (De Novo Planning Group)
- Biological Resources (De Novo Planning Group)
- Cultural Resources (Peak & Associates)
- Noise (MD Acoustics)
- Transportation Impact Study (assumes VMT and LOS analysis) (LSA & Associates)

Deliverables:

- *One (1) electronic copy of each technical study, in MS Word and PDF format.*

TASK 5 PREPARE AN ADMINISTRATIVE DRAFT EIR

De Novo will prepare the Draft EIR for the project in an administrative draft form for City staff to review. The EIR will be intended to provide the information and environmental analysis necessary to assist public agency decision-makers in considering approval of the project. The EIR will incorporate the technical studies identified under Task 4, as well as the Project Description and Alternatives identified in Task 3.

The EIR is anticipated to be a project-level and program-level EIR. The project-level analysis will be limited to the 75-acre Wilson Homes Tentative Map site, the 224-acre Wilson Homes and 62 acres Harlan East Shepard Master Plan sites. The remaining 241 acres in the East Shepard Master Plan will not be analyzed at a project-level. The program-level analysis will cover the entire 1050-acre SOI Expansion Area. The program-level analysis assumes that the land uses within this area will remain the same as what is currently approved within the General Plan, with the exception of the 75-acre Wilson Homes Tentative Map and the East Shepard Master Plan.

The Draft EIR will consider all potential environmental effects of the project to determine the level of significance and will analyze these potential effects to the detail necessary to make these determinations on significance. Each section will include GIS graphics and figures to create an easy to comprehend document that is user-friendly. The detailed technical scope follows.

Deliverables:

- *One (1) electronic copy of the Administrative Draft EIR with appendices, in MS Word and PDF format.*

Technical Scope for Draft EIR:

The Draft EIR will consist of the following sections:

EXECUTIVE SUMMARY

This section will provide a concise description of the project, the potential areas of controversy, issues to be resolved, project alternatives, and a summary of impacts and mitigation measures. The intent of this section is to provide the City and the public with a simple and easy to

understand overview of the project and related issues, which will be analyzed and discussed much more thoroughly in the contents of the EIR.

INTRODUCTION

The Introduction will serve as an overview of the EIR, describing its purpose and relevant environmental review procedures, the document organization, and the methodology used.

PROJECT DESCRIPTION

The Project Description section will consist of a detailed description of the project, including the proposed actions, the project goals and objectives, and the relationship of the project to other regional plans and projects. This section will also present the City's and other agency involvement in the project, and the use of the EIR by other agencies, including permits and approvals. This section will be consistent with the requirements of State CEQA Guidelines Section 15124.

ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

The Environmental Setting, Impacts, and Mitigation Measures section will present a detailed discussion of each individual environmental topic. Each discussion will include the following:

- An environmental setting and environmental baseline conditions (including figures and GIS graphics);
- The applicable local, state, and federal regulatory setting;
- The threshold of significance used for each impact determination;
- The methodology used for conducting the environmental analysis and making significance determinations;
- An analysis of all identified direct and indirect impacts associated with project;
- An analysis of the cumulative impacts associated with the project;
- Identification of mitigation measures to reduce impacts; and
- A determination of the significance of each impact after mitigation.

De Novo will work closely with City staff to formulate the appropriate mitigation measure language and timing that is appropriate for inclusion in the EIR. Each EIR section will be organized concisely for ease of use and future reference.

AESTHETICS/VISUAL RESOURCES

This section will identify applicable General Plan policies that protect the visual values located along public roadways and surrounding land uses, and will also address the potential for the project to substantially impair the visual character of the project vicinity. The analysis will address the proposed design and landscaping plans developed by the applicant and provide a narrative description of the anticipated changes to the visual characteristics of the project area

as a result of project implementation and the conversion of the existing on-site land uses to an urbanized use. If architectural rendering are available for the proposed project, we will compare and contract design elements to existing architecture and design standards in the city. The analysis will also address potential impacts associated with light spillage onto adjacent properties during nighttime activities. This section of the EIR will provide a discussion of viewsheds, proximity to scenic roadways and scenic vistas, existing lighting standards, an impact analysis, and recommendations for mitigating potentially significant impacts. (Note: Visual simulations are not included in this scope, but can be added upon request.)

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on aesthetics/visual resources.

AGRICULTURAL RESOURCES

This section will describe the character of the region's agricultural lands, including maps of prime farmlands, other important farmland classifications, and protected farmland (including Williamson Act contracts). The County Agricultural Commissioner's Office and the State Department of Conservation will be consulted and their respective plans, policies, laws, and regulations affecting agricultural lands will be presented.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to offset the loss of agricultural lands and Williamson Act cancellations as a result of project implementation. Mitigation will be developed as feasible.

AIR QUALITY

This section will incorporate the Air Quality Study prepared by De Novo. It is noted that the project site is located within the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The project may result in short-term construction-related emissions and long-term operational emissions, primarily attributable to emissions from vehicle trips and potentially from industrial sources. We will consult with the SJVAPCD regarding the project's potential to cause impacts, and the applicability of the SJVAPCD's Rules and Regulations. The Air Quality analysis will include the following:

- Regional air quality and local air quality in the vicinity of the project site will be described. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.
- Short-term (i.e., construction) increases in regional criteria air pollutants will be quantitatively assessed. The ARB-approved CalEEMod computer model will be used to estimate regional mobile source and particulate matter emissions associated with the construction of the proposed project.

- Long-term (operational) increases in regional criteria air pollutants will be quantitatively assessed for area source, mobile sources, and stationary sources. The ARB-approved CalEEMod computer model will be used to estimate emissions associated with the proposed project. Exposure to odorous or toxic air contaminants will be assessed through a screening method as recommended by the SJVAPCB.
- Local mobile-source CO concentrations will be assessed through a CO screening method as recommended by the SJVAPCD. Mobile source CO concentrations are modeled for signalized intersections expected to operate at unacceptable levels of service (i.e., LOS E or worse). If the screening method indicates that modeling is necessary, upon review of the traffic analysis, CO concentrations will be modeled using the Caltrans-approved CALINE4 computer model.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality.

BIOLOGICAL RESOURCES

This section will incorporate the Biological Study prepared by De Novo under Task 4. The current scope involves expanding the study to cover the full 1050 acres at a programmatic level, with a project-level analysis for the 75-acre Wilson Homes Tentative Map site, and the 224-acre Wilson Homes and 62-acre Harlan property in the East Shepard Master Plan site. Full coverage of these three areas will be provided by this scope, and a programmatic assessment of the rest of the Project Area will be provided. The scope of the biological study is as follows:

- Records Search: This will include various biological database searches, including a search of the California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory, the California Wildlife-Habitat Relationships database, and the United States Fish and Wildlife Service's list of special-status species with potential to occur in the region.
- Field Survey: The timing of the biological survey should coincide with the flowering season (Spring March-May) so the survey would be considered a protocol level plant survey. The 75-acre Wilson Homes site is agricultural and has a very low potential for special status species. The East Shepard Master Plan area, however, appears to be more natural, and may have wetland swales or drainages and may support special status species. The field survey for this area will be a habitat assessment, and is not intended to be a protocol level wildlife survey or wetland delineation needed to facilitate regulatory permitting. It may be determined during the habitat assessment and records search, that a protocol level survey and/or wetland delineation are warranted, which can be added to the scope upon request.

(Note: No field surveys will be performed on East Shepard Master Plan area outside the 224 acres owned by Wilson Homes and 62 acres owned by Harlan, or on the remainder

of the SOI expansion. We anticipate a windshield survey from the public right-of-way, as well as aerial and map reviews to be performed in these areas.)

- EIR Section/Reporting: This EIR section will present the regulatory setting, including a summary of all relevant federal, state, and local laws and regulations that apply to the protection of biological resources, and will provide an analysis including the methodology, thresholds of significance, and a summary of local biological resources, including descriptions and mapping of plant communities, the associated plant and wildlife species, and sensitive biological resources known to occur, or with the potential to occur in the project vicinity. The biological resources analysis will conclude with a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented in order to reduce impacts on biological resources and to ensure compliance with the federal and state regulations.

CULTURAL RESOURCES

This section will incorporate the Cultural Study prepared by Peak & Associates under Task 4. The current scope involves a 1,050-acre Sphere of Influence (SOI). This includes a 75-acre tract in the southwest portion of the SOI, previously surveyed by Peak & Associates. The SOI also includes a 527-acre East Shepard Master Plan, which encompasses 224-acres owned by Wilson Homes and 62 acres owned by Harlan that will both will require full cultural resources studies. The remaining 241 acres in the East Shepard Master Plan may also need full cultural resource studies, and cost is included as an optional task. The 448-acres remaining in the SOI expansion is being analyzed at a programmatic level and will not have full field surveys.

The following tasks would be undertaken:

- A record search will be conducted through the South San Joaquin Valley Information center of the California Historical Resources Information System to identify previous surveys and recorded sites in or within 0.125 miles of the Development Area and SOI Expansion Area.
- Research will be undertaken on the SOI Expansion Area utilizing all available sources to identify potential cultural resources concerns. Sources include old County maps, regional maps, topographic maps, County histories and other resources, most of which are available in our office or through on-line sources. This review will allow for the identification of potential prehistoric period site location, historic buildings and structures, historic sites, and associations with important people and events, wherever possible.
- A complete coverage field survey of the 75-acre property was completed in 2017 by our archeologists. At that point, the possibility of the presence of a prehistoric site was noted. We believe the area of the now removed buildings should be carefully checked for evidence of prehistoric period occupancy/use, as well as the land adjacent to the natural drainage. Small holes will be excavated to aid in identification of a possible

subsurface deposit. If a positive finding is made, the artifacts will be photographed and mapped, and notification provided to concerned parties.

- The additional 224-acres of the Wilson Home's lands and 62 acres of Harlan's lands will be field surveyed, using complete coverage. Any sites found in the field will be recorded and photographed. Site forms will be completed for each prehistoric and historic site located in the survey. Sites will be analyzed for their significance to the degree possible from surface evidence.
- A technical report will be prepared for the SOI research, and the results of the field re-check of the 75-acre tract, and the survey of the additional 289-acres, utilizing the research conducted in 2017 and detailing any new survey efforts, conclusions and recommendations. The report will also include maps in a confidential appendix showing sites or potential sites of concern.
- We will participate in addressing project comments regarding cultural features in the Project Area.

This EIR section will include a full discussion of any cultural or historical resources found during the site investigations and a comprehensive mitigation plan to address any potentially significant impacts identified.

GEOLOGY AND SOILS

The De Novo team will prepare a geohazards evaluation of the project site. The scope of work will include the following:

- Review published documents, geologic maps and other geological and geotechnical literature pertaining to the site and surrounding area to aid in evaluating geologic resources and geologic hazards that may be present.
- Review documents provided by the project applicant(s). Potentially useful documents may include geotechnical, geologic, and environmental reports, site plans, plot plans, and correspondence with regulatory agencies.
- Review aerial photographs of the site to aid in evaluating geologic hazards that may be present.
- Perform a site reconnaissance to observe the site and features of interest identified during the literature and air photo evaluations.
- Prepare a geohazards evaluation to address soils, geology, and seismicity issues.
- Propose mitigations, as applicable, to address identified impacts.

The work for this section will include a description of the applicable regulatory setting, a description of the existing geologic and soils conditions on and around the project site, an evaluation of geologic hazards at the project site, a description of the nature and general characteristics of the subsurface conditions within the project site, and the provision of findings and potential mitigation strategies to address any geotechnical concerns or potential hazards.

The geohazards evaluation is sufficient for use in the EIR, but building, improvements, and grading plans/permits will ultimately require a design-level geotechnical report with borings and soil testing to be prepared, which is not included in this scope.

GREENHOUSE GASES AND CLIMATE CHANGE

This section will incorporate the Air Quality Study prepared by De Novo. De Novo will prepare a Green House Gas Emissions analysis pursuant to the requirements of Executive Order S-3-05 and The Global Warming Solutions Act of 2006 (AB 32). The analysis will follow the California Air Pollution Control Officers Association (CAPCOA) white paper methodology and recommendations presented in Climate Change & CEQA, which was prepared in coordination with the California Air Resources Board and the Governor's Office of Planning and Research as a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA. This analysis will consider a regional approach toward determining whether GHG emissions are significant, and will present mitigation measures to reduce impacts. The discussion and analysis will include quantification of GHGs generated by the project using ARB-approved CalEEMod computer model as well as a qualitative discussion of the project's consistency with any applicable state and local plans to reduce the impacts of climate change. The De Novo team will work with City staff to implement a methodology and mitigation strategy that meets all legal requirements and is consistent with current City policies and preferences.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with greenhouse gas emissions.

HAZARDS/HAZARDOUS MATERIALS

The De Novo team will prepare an environmental hazards evaluation in accordance with accepted guidelines for the preparation of an EIR. The environmental hazards evaluation will include a review of hazardous site databases (i.e. California Environmental Protection Agency's (Cal EPA) Cortese List, the Department of Toxic Substances Control Envirostor database, the State Water Resources Control Board Geotracker database, Cal-EPA's CAL-SITES Abandoned Site Program Information System (ASPIS) database, and others that are deemed relevant). We will perform a site reconnaissance to observe the site and areas of potential interest. Based on the findings in the evaluation, we will propose mitigations, as applicable, to address identified impacts. This section of the EIR will present the methodology, thresholds of significance, impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts, as applicable. (Note: The environmental hazards evaluation is not a Phase 1 ESA for purposes of real estate transaction or financing.)

HYDROLOGY/WATER QUALITY

This section of the EIR will present the existing FEMA flood zones, levee protection improvements, reclamation districts, SB5 requirements including 200-year flood mapping (if

available), and risk of flooding on the project site and general vicinity. We will consult with the applicable reclamation district if needed. We will review the drainage study/calculations, and improvement plans prepared by the applicant's engineer for the proposed project if available. We will summarize onsite hydrology and hydraulic calculations (if available from applicant's engineer) under existing and proposed conditions. Some of the specific items to be reviewed include: land use classification; acreage calculations; runoff coefficients; time of concentration; and methodology. Calculations will be reviewed for reasonableness and consistency with the site plan and with the City's master plans.

We will also review the project plans and other existing information to evaluate the potential construction and operational impacts of the proposed project on water quality. We will describe the surface drainage patterns of the project area and adjoining areas based on the drainage study/calculations, and improvement plans; and identify surface water quality in the project area based on existing and available data. We will identify 303D listed impaired water bodies in the vicinity of the project site. Conformity of the proposed project to water quality regulations will also be discussed. Mitigation measures will be developed to incorporate Best Management Practices (BMPs), consistent with the requirements of the Central Valley Regional Water Quality Control Board (CVRWQCB) to reduce the potential for site runoff.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with hydrology and water quality.

LAND USE PLANNING

This section will include a detailed discussion of the project entitlements as it relates to the existing General Plan, Zoning Code, and other local regulations. We will discuss and map the existing and planned land uses and the character of the region. The local, regional, state, and federal jurisdictions potentially affected by the project will be identified, as well as their respective plans, policies, laws, and regulations (including zoning), and potentially sensitive land uses. We will evaluate the proposed project for consistency the General Plan, the Zoning Ordinance, and other local planning documents. Planned development and land use trends in the region will be identified based on currently available plans. Reasonably foreseeable future development projects within the region will be noted, and the potential land use impacts associated with the project will be presented.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to ensure consistency with the existing and planned land uses.

MINERAL RESOURCES

This section of the EIR will include a detailed discussion of the mineral resources documented on the project site and in the vicinity, Mineral Resource Zone mapping, history of mining in the

region and vicinity, and local, state, and federal policies related to mineral resources and mining. This section will provide an analysis including the thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented. It is anticipated that mineral resources may be determined to be less than significant in the Initial Study and may not require a full EIR section. In this event, we will include a discussion of the findings from the Initial Study in a separate section this any other environmental topics that were found to be less then significant in the Initial Study.

NOISE

This section will incorporate the Noise Study prepared by MD Acoustics under Task 4. The current scope involves expanding the study to cover the full 1050 acres at a programmatic level, with a project-level analysis for the 75-acre Wilson Homes development area and the East Shepard Master Plan Area controlled by Wilson Homes. The scope of the noise study is as follows:

- Background Review and Baseline Conditions
 - Review relevant project and site background information, base graphics showing the site vicinity, the proposed project and adjacent land uses.
 - Discuss with the Client and the Lead Agency project details including, the Technical Noise and Vibration Study approach, the existence of any known noise producers that could impact the study areas that need to be addressed within the technical study and the best locations for noise measurements.
 - Visit the project site and perform up to seven (7) 15-minute noise measurements (short-term) throughout the Plan Area and document baseline conditions.
- Construction Noise and Vibration
 - Evaluate the potential for construction noise impacts at the Project Level and at the Programmatic Level; determine if they are likely to exceed applicable City standards at sensitive receptors; and recommend mitigation measures to help reduce impacts to sensitive receptors, if necessary.
 - Evaluate the potential for ground borne vibration impacts at the Project Level and the Programmatic Level; determine if they are likely to result in vibration damage or annoyance or exceed applicable City standards at sensitive receptors; and recommend mitigation measures to help reduce impacts to sensitive receptors, if necessary.
- Traffic Noise
 - Calculate existing and existing plus project traffic noise levels at the Project Level and at the Programmatic Level using FHWA modeling techniques.
 - Model future traffic noise levels associated with roadways at the Project Level and at the Programmatic Level to determine possible traffic impacts to future residential land uses.
- Operational Noise

- Qualitatively discuss any potential operational noise impacts from noise generating land uses to at the Project Level and Programmatic Level in light of the City's noise ordinance.
- Technical Noise and Vibration Report/CEQA Checklist Analysis
 - Provide a Project Level and Programmatic Level noise study.
- Meetings
 - Attend up to two (2) City meetings (via conference call) during the Technical Noise Study process.
 - Note: If in person meetings are required, MD will bill on a T&M basis per schedule outlined in Exhibit A.
- Response to Comments
 - Provide up to two (2) sets of response to comments and one set of combined client/agency comments for each of the individual project specific noise impact analyses.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with noise.

POPULATION AND HOUSING

This section will begin with a detailed discussion of existing population and housing trends within the city. Relevant policies related to the location and intensity of housing development and population growth will be summarized and addressed. We will utilize the Housing Element to identify housing supply, and future availability of housing within the City. Potential impacts related to the existing housing supply and the future availability of housing will be addressed. This section will include population growth and housing unit forecasts associated with full buildout of the proposed project and General Plan. It is anticipated that population and housing will be determined to be less than significant in the Initial Study and may not require a full EIR section. Growth inducing impacts will be discussed in the EIR section 4.0 Other CEQA Sections.

PUBLIC SERVICES/RECREATION

Implementation of the project has the potential to result in impacts to the public services and recreation. Specifically, implementation of the project may result in a significant increase in demand for public services and recreation in the project area and may result in level of service impacts to police, fire, and emergency service providers, as well as park and open space facilities.

We will contact public service and recreation providers in order to determine existing service levels in the project areas. This would include documentation regarding existing staff levels, equipment and facilities, current service capacity, existing service boundaries, and planned service expansions. We will review master plans from such public service and recreation providers. We will describe City policies, programs, and standards associated with the provision of public services and utilities.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation

measures that should be implemented reduce impacts associated with public services and recreation.

TRANSPORTATION AND CIRCULATION

This section will incorporate the Transportation Impact Analysis (TIA) prepared by LSA Associates. The scope of the TIA is as follows:

Project Approach: Based on our review of the City's Request for Proposals and LSA's knowledge of the local interest in the proposed Project, LSA understands that the City of Clovis is seeking to prepare a comprehensive and robust EIR to satisfy the requirements of CEQA. As part of the EIR, LSA will be preparing a TIA to satisfy requirements of CEQA. The TIA scope of work includes a program-level analysis of expanding the City's Sphere of Influence (SOI) by approximately 750 acres (ac), and a project-level analysis of annexing 300 ac and developing residential uses.

Project Understanding: The City is considering a request by the project applicant, Great Big Land, Inc., to urbanize approximately 1050 ac currently outside of the City's SOI. The proposed Project would include an SOI amendment, GPA, annexation into the City, pre-zone, tract map approval, and residential site plan review. The following provides a summary of the proposed Project. The SOI amendment would include a request to amend the City's existing SOI to add approximately 1,050 ac. This area would be comprised of the 300 ac project site, and an additional 750 ac for future development. For purposes of this analysis, it has been assumed the 300 ac development be considered as Phase 1 while the additional 750 ac considered under Phase 2. Additionally, the 300 ac project site (Phase 1) will be developed in three sub-phases, with the first phase (Phase 1A) including 75 ac, the next phase (Phase 1B) including an additional 163 ac and the remaining 62 ac as the final sub phase (Phase 1C). The TIA will include a CEQA Vehicle Miles Traveled (VMT) analysis and a Local Transportation Analysis (LTA). The VMT analysis will include a project level VMT analysis for Phase 1A and AB combined, a separate project level VMT analysis for Phase 1C and a plan level VMT analysis for Phase 2. For purposes of the LTA, Phases 1A, 1B and 1C will be separately evaluated to identify potential circulation improvements required for each sub-phase under Phase 1.

TASK 1: PROJECT ALTERNATIVES ANALYSIS Based on our understanding of the project, the project applicant intends to evaluate land use options that will provide the greatest benefits to the local community while having the lowest environmental impacts. The ultimate goal will be to identify a project alternative that will be self-sustainable while reducing project related vehicle miles traveled (VMT) and greenhouse gas emissions (GHG). As part of this project, LSA will evaluate up to four land use alternatives at a plan level for the entire 1,050 ac. The evaluation will be conducted using the Fresno COG Activity Based Model (ABM) in consultation with Fresno COG staff.

TASK 2: TRANSPORTATION IMPACT ANALYSIS - The proposed development is anticipated to include a project-level analysis for 300 ac that would be annexed into the City, and a program-level analysis of the additional 750 ac that would be brought into the City's SOI. Therefore, this scope of work takes into consideration both the project-level analysis (Phase 1) and the program-level analysis (Phase 2) for preparation of the Transportation Impact Analysis (TIA).

Additionally, the 300 ac project site (Phase 1) will be developed in three sub-phases, with the first phase (Phase 1A) including 75 ac, the next phase (Phase 1B) including an additional 163 ac and the remaining 62 ac as the final sub phase (Phase 1C).

The City has not yet established a formal update to its TIA guidelines. However, for the purpose of developing this scope of work, the Interim Transportation Analysis Guidelines (dated July 2020) have been used. The Interim TIA guidelines require a TIA for projects in Clovis to include a VMT analysis (to fulfil CEQA requirements), as well as a Local Transportation Analysis (LTA). Based on the Interim TIA guidelines, the following scope of work has been prepared:

- Project Phases 1A & 1B VMT Analysis. It is our understanding that the Phase 1A & 1B development of the project will require a project level analysis. The VMT analysis will calculate the project-generated VMT per capita using the Fresno Council of Governments (COG) Activity-Based Model (ABM). This will be compared to Fresno County's per-capita VMT. Per the City's guidelines, a significant project-generated VMT impact would occur if the Project's VMT per capita exceeds 13 percent below the existing countywide average. In the case of a significant VMT impact, appropriate mitigation measures to offset the VMT impacts will be recommended based on discussion with City staff.
- Project Phases 1C VMT Analysis. It is our understanding that the Phase 1C development of the project will require a project level analysis. The VMT analysis will calculate the project-generated VMT per capita using the Fresno Council of Governments (COG) Activity-Based Model (ABM). This will be compared to Fresno County's per-capita VMT. Per the City's guidelines, a significant project-generated VMT impact would occur if the Project's VMT per capita exceeds 13 percent below the existing countywide average. In the case of a significant VMT impact, appropriate mitigation measures to offset the VMT impacts will be recommended based on discussion with City staff.
- Project Phase 2 VMT Analysis. It is our understanding that the Phase 2 development of the project will require a program-level analysis. As such, the combination of Phase 1 and Phase 2 needs to be evaluated as a master plan or a specific plan. The corresponding VMT analysis needs to be prepared considering the entire project as a "plan". The City's current Interim TIA guidelines do not include any specific guidance for evaluating plans. Therefore, for purposes of this analysis, the "plan" level VMT analysis can be prepared following the Fresno COG VMT guidelines. As such, LSA will discuss with City staff the most appropriate approach prior to preparation of the VMT analysis for the "plan".
- Local Transportation Analysis. The LTA for the proposed Project will be prepared to meet the requirements established by the City of Clovis and Caltrans. The LTA will include analysis of both Phase 1 (project-level analysis) and Phase 2 (program-level analysis). It is our understanding that that Phase 2 of the project will not require any General Plan amendment or zone change. Therefore, traffic generated from a portion of Phase 2 of the project is already analyzed in the General Plan. As such, no additional traffic will be generated from Phase 2 compared to what has already been evaluated in

the General Plan. Thus, the Phase 2 analysis needs to evaluate intersections and roadway segments in and around the Phase 2 study area to determine roadway and intersection design within the project area. The scope of work for this LTA has been prepared based on this understanding of the project.

The primary objective of the analysis will be to study and determine the potential traffic operational issues on the circulation system in the vicinity of the Project site as a result of the proposed Project. The LTA will address existing traffic conditions, future traffic forecasts, and Project-related operational deficiencies and improvements, and will be prepared for submittal to the City and Caltrans.

As stated earlier, the proposed Project will require a GPA. Therefore, based on the City's Interim TIA guidelines, the following seven scenarios will be analyzed:

1. Existing Conditions;
2. Existing Plus Project Conditions;
3. Near-Term Plus Project (Phase 1A) Conditions;
4. Near-Term Plus Project (Phase 1A and Phase 1B) Conditions;
5. Near-Term Plus Project (Phase 1A, Phase 1B and Phase 1C) Conditions
6. Near-Term Plus Project (Phase 1A, Phase 1B, Phase 1C and Phase 2) Conditions;
7. Cumulative Year 2040 Without Project Conditions; and
8. Cumulative Year 2040 Plus Project (Phase 1A, Phase 1B, Phase 1C and Phase 2) Conditions.

Traffic conditions will be examined for the weekday a.m. and p.m. peak-hour conditions for study intersections. The a.m. peak hour is defined as the 1 hour of highest traffic volumes occurring between 7:00 a.m. and 9:00 a.m. The p.m. peak hour is the 1 hour of highest traffic volumes occurring between 4:00 p.m. and 6:00 p.m.

Specific tasks to be performed during the preparation of the LTA are as follows:

- Scoping Agreement Memorandum. Prior to preparation of the LTA, LSA will prepare a scoping agreement memorandum for submittal to the City's Traffic Engineering Manager. This will enable the scope of work to be finalized at the outset of the Project. Weekday a.m. and p.m. peak-hour trip generation for the proposed Project will be developed using rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition) or other source approved by the City. Actual methodology for preparation of the trip generation and distribution will be developed in consultation with City staff. Upon completion of the memorandum, LSA will submit the analysis to the City to determine the scope for the LTA.
- Coordination with City Staff. Prior to preparation of the traffic study, LSA will consult with City staff to achieve the following:
 - Determine the appropriate study area.
 - Verify study area boundaries and analysis intersections.

- Determine the appropriate near-term and cumulative conditions to be examined in the traffic analysis.
- Verify the acceptability of traffic analysis assumptions, such as the a.m. and p.m. peak hours, Project trip generation, and trip distribution patterns.
- Obtain information regarding the extension of Sunnyside Avenue and the proposed improvements at the intersection of Fowler Avenue/Shepherd Avenue.
- Identify any other traffic issues that will need to be addressed in the study.
- Per the City's TIA guidelines, the LTA study area must include the following:
 - Pedestrian, bicycle, and transit facilities within 0.5 mile from the Project site boundary;
 - All intersections that would provide direct access to the Project site;
 - All signalized intersections within 0.5 mile of the Project site boundary where the Project would add 50 or more peak-hour trips, and signalized intersections beyond 0.5 mile where the Project would add 100 or more peak-hour trips;
 - All unsignalized intersections within 0.5 mile of the Project site boundary where the project would add more than 50 peak-hour trips;
 - All freeway ramp intersections where a project would add 50 or more peak-hour trips.

For the purposes of this scope, LSA anticipates that the traffic analysis will examine 50 intersections, including the Project driveways, and 50 roadway segments. Prior to initiation of the LTA, LSA will prepare a detailed scoping letter for submittal to the City that shows the Project trip generation, distribution, and assignment of Project trips. The scoping letter will identify the final study area based on the Project trip distribution and assignment.

In addition, it is assumed that up to 40 approved and pending projects will need to be included in the analysis. It is also assumed that the City will provide the list of approved and pending projects before the analysis is started. If City staff requires additional intersections, projects, or operational issues that are not covered in this scope, it may be necessary to adjust the scope of work and budget.

- Data Collection & Site Visit. The following data will be required to prepare the traffic analysis for the proposed Project:
 - Site Visit. LSA staff will visit the Project site and gather information about lane geometrics, signal timing, signal phasing, roadway widths, etc.
 - Existing Intersection Traffic Counts. Existing intersection turn volumes for the a.m. and p.m. peak periods will need to be collected at all study intersections. Due to the current constraints on collecting new traffic counts, LSA will contact counters to evaluate the option of gathering historic count data at all study intersections. The methodology of developing existing (2020) traffic count data will be finalized in consultation with City staff.

- Information on Cumulative Projects. LSA will contact the City's Planning and Development Department to obtain information about approved or pending projects in the vicinity of the proposed Project so that traffic generated by those projects may be incorporated into the LTA.
- Existing Traffic Conditions. Existing a.m. and p.m. peak-hour traffic conditions and LOS will be assessed for the intersections identified for examination. Intersection LOS will be calculated using the appropriate Highway Capacity Manual, 6th Edition (HCM 6) analysis methodologies using Synchro 10 software. Per the City's TIA guidelines, roadway segment LOS shall be determined using Florida tables.
- Near-Term Without Project (Phase 1A) Traffic Conditions. It is anticipated that Phase 1A of the project will be completed within the next 5 years. Therefore, traffic volumes for near-term without Project (Phase 1A) conditions will be developed by applying a growth rate to existing traffic volumes and by adding traffic volumes from approved and pending projects near the study area. The growth rate will be determined based on consultation with City staff. Information for approved and pending projects near the Project site will be obtained from the City and other adjacent jurisdictions, if required. The City's TIA guidelines do not require analysis of traffic conditions for this scenario. The volumes developed for this scenario will only be used for developing traffic volumes for the near-term with Project scenario.
- Near-Term Without Project (Phase 1A and Phase 1B) Traffic Conditions. It is anticipated that Phase 1A and Phase 1B of the project will be completed within the next 7 years. Therefore, traffic volumes for near-term without Project (Phases 1A and 1B) conditions will be developed by interpolating between near-term Phase 1A without project and cumulative year 2040 without project traffic volumes. The City's TIA guidelines do not require analysis of traffic conditions for this scenario. The volumes developed for this scenario will only be used for developing traffic volumes for the near-term with Project scenario.
- Near-Term Without Project (Phase 1A, Phase 1B, and Phase 1C) Traffic Conditions. It is anticipated that Phase 1A, Phase 1B and Phase 1C of the project will be completed within the next 9 years. Therefore, traffic volumes for near-term without Project (Phases 1A, 1B and 1C) conditions will be developed by interpolating between near-term Phase 1A without project and cumulative year 2040 without project traffic volumes. The City's TIA guidelines do not require analysis of traffic conditions for this scenario. The volumes developed for this scenario will only be used for developing traffic volumes for the near-term with Project scenario.
- Near-Term Without Project (Phase 1A, Phase 1B, Phase 1C and Phase 2) Traffic Conditions. It is anticipated that completion of Phase 2 will occur over the next 10-15 years. Therefore, traffic volumes for near-term without Project (Phase 1A, Phase 1B, Phase 1C and Phase 2) conditions will be developed by interpolating between near-term Phase 1A without project and cumulative year 2040 without project traffic volumes. The City's TIA guidelines do not require analysis of traffic conditions for this scenario. The

volumes developed for this scenario will only be used for developing traffic volumes for the near-term with Project scenario.

- Cumulative Year 2040 Without Project Traffic Conditions. Traffic volumes for cumulative year 2040 without Project conditions will be developed using the Fresno COG ABM. LSA has this model in-house and will run it to obtain the required model plots. The methodology to develop future build-out year without Project traffic volumes at study intersections will be consistent with the Fresno COG's procedures for post-processing of modeled traffic volumes. The resulting intersection and roadway segment LOS will be calculated using the previously discussed methodologies.
- Project Trip Characteristics and Changes to Traffic Patterns. Weekday a.m. and p.m. peak-hour trip generation for the Project will be developed using rates from the ITE Trip Generation Manual (10th Edition) or other source approved by the City. Actual methodology for preparation of the trip generation and distribution will be developed in consultation with City staff. Separate select zone runs will be developed for Phase 1A, Phase 1B, Phase 1C and Phase 2. Because Phase 2 of the project includes 975 acres, LSA proposes to create up to 5 new TAZs to develop the trip distribution and assignment under Phase 2. This will also help in determining trip interactions and internal capture within the project site. Project trips will be distributed based on select zone runs developed using the Fresno COG's ABM and in consultation with City staff. Separate select zone runs will be developed for Phase 1A, Phase 1B and Phase 2. Because Phase 2 of the project includes 975 acres, LSA proposes to create up to 5 new TAZs to develop the trip distribution and assignment under Phase 2. This will also help in determining trip interactions and internal capture within the project site. The Project trip assignment at study intersections will be obtained by multiplying the Project trip distributions at the intersections with the Project trip generation.
- Existing, Near-Term, and Cumulative Year 2040 with Project Traffic Conditions. Effects of the Project on traffic will be evaluated by adding the Project trip assignment to the corresponding without Project conditions. The resulting intersection and roadway segment LOS for each scenario will be calculated using the previously discussed methodologies.
- Analysis of Traffic Operations and Recommended Circulation Improvements. Intersection and roadway segment LOS without the Project will be compared to the intersection and roadway segment LOS with the Project for each of the analysis scenarios to determine operational deficiencies. Furthermore, necessary improvements will be recommended to offset these deficiencies. Improvements may include intersection turn lanes, signalization, and segment lane additions. The LOS with the proposed improvements will be calculated and summarized, along with a comparison of the LOS without improvements.
- Signal Warrant Analysis. Peak-hour approach volumes for the study intersections will be examined to determine whether signalization may be warranted at an unsignalized study intersection per the criteria defined in the California supplement of the Manual on Uniform Traffic Control Devices (CA-MUTCD).

- Intersection Queuing Analysis. Per the City's TIA guidelines, an intersection queuing analysis is required to be conducted at all study area intersections. The queuing analysis will be prepared using Synchro for signalized intersections and SimTraffic for unsignalized intersections. Improvements will be recommended if queuing deficiencies are observed at study intersections.
- Regional Transportation Mitigation Fee (RTMF)/Fair-Share Contributions. LSA will evaluate whether the recommended improvements identified in the LTA are included as part of the Fresno COG RTMF program or any other fee program. If it is determined that the improvement is not covered through any such fee program, the Project's fair-share cost contribution will be calculated based on Project traffic as a percentage of total growth from existing to cumulative year 2040 conditions.
- Site Access and Circulation Analysis. The City's TIA guidelines require a detailed site access and circulation analysis to be included in the TIA to address safe and acceptable traffic operations. For purposes of this scope, LSA will evaluate intersection sight distance, location and distance of proposed primary access points from nearby intersections, pedestrian paths of travel, and other issues after discussions with City staff.
- LTA Optional Task: Freeway Analysis. Caltrans has been requesting freeway mainline and ramp merge/diverge analysis for projects in the vicinity of freeway facilities. Freeway analysis needs to be conducted under all analysis scenarios for ramps where there are over 100 two-way peak-hour trips, as well as the mainline segments adjacent to those ramps. Because of the proximity of the proposed Project to State Route (SR) 168, it is anticipated that the Project may add over 100 two-way peak-hour trips at the freeway ramps. Therefore, a freeway analysis will be required to satisfy Caltrans requirements for preparation of the traffic analysis. The analysis will be conducted using HCM 6 methodologies and the Highway Capacity Software.
- Meetings. It is anticipated that LSA's Transportation Department staff will attend up to six meetings (including four public hearings) related to the processing of the proposed Project. The cost for attending up to six meetings is included within our budget. If LSA Transportation staff is required to attend additional meetings, a contract amendment may be required.
- Work Products. LSA will prepare a draft TIA report documenting analysis methodologies, existing conditions, near-term and cumulative year 2040 conditions, operational deficiencies, recommended improvements, and the Project contribution to these improvements.

The draft TIA will be submitted to the client for review and submittal to the City. This scope and budget includes one review/revision of the TIA to address City comments. Additional rounds of review/revision or provision of copies in excess of that stated in this proposal will require an amendment to this scope and cost estimate.

Upon revision, the final report will be submitted to the City as an Adobe Acrobat PDF file. The Project VMT Analysis task would take 4 weeks to complete following issuance

of the Notice to Proceed (NTP). The Local Transportation Analysis task would take 10 weeks to complete following issuance of the NTP.

TASK 3: PUBLIC HEARINGS: LSA will attend two Planning Commission hearings and two City Council hearings. Attendance at additional meetings can be added to the scope as additional services, and an estimated cost for attendance is included in Section F, Project Cost.

TASK 4: PROJECT MANAGEMENT AND MEETINGS: Ambarish Mukherjee will undertake a variety of general project management tasks throughout the process of preparing the TIA. Mr. Mukherjee will provide input on scope, budget, and scheduling of the TIA and quality assurance for all work products. He will review all in-house prepared text, tables, and graphics before these materials are presented to the City as draft review documents.

Mr. Mukherjee will also be in charge of the day-to-day activities associated with the proposed Project. Project management tasks include regular client contact; oversight of team members; and development of products. As Project Manager, Mr. Mukherjee will attend all meetings and maintain a project schedule. He will monitor the project budget in light of progress in the project schedule and will communicate any potential deviations with the City in a timely manner. He will also provide direction to all team members that will ensure an internally consistent, coherent document.

Mr. Mukherjee, and LSA transportation staff, as appropriate, will be available to meet with the project team to discuss about transportation related issues of the project. The proposed cost estimate includes attendance by Mr. Mukherjee at the project kick-off meeting. In addition, LSA has budgeted (under this task) for attendance at up to three in-person or teleconference team meetings with the City.

UTILITIES AND SERVICES SYSTEMS

This section will focus on wastewater, water, and storm drainage infrastructure, as well as other utilities (i.e. solid waste, gas, electric, etc.) that are needed to serve the proposed project. We understand that the City and/or applicant will provide us with utilities studies/calculations for our use in this section. This section will provide an analysis, including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with utilities and service systems. A brief description of the wastewater, storm drainage, and water assessments are provided below.

Wastewater: We will analyze the impacts associated with on-site and off-site construction of the conveyance system, including temporary impacts associated with the construction phase. We will present the proposed infrastructure as provided by the developer's engineer. This will likely include a system of gravity pipes, pump station(s), and a forcemain(s). Lastly, we will discuss the disposal methods and location, including environmental impacts and permit requirements associated with disposal of treated wastewater. We will address the potential for the use of recycled water for irrigation to the extent allowed by the City's Waste Discharge Permit issued by the RWQCB.

Storm Drain: We will analyze the impacts associated with on-site and off-site construction of the storm drainage system, including temporary impacts associated with the construction phase. We will identify permit requirements and mitigations needed to minimize and/or avoid impacts. We will present the proposed infrastructure as provided by the developer’s engineer. We will review the proposed system for consistency with the City’s Master Storm Drain Plan. This section will include some information that will also be presented in the hydrology and water quality section of the EIR (i.e. flood hazards), although the focus of this section will be on the environmental impacts associated with the system.

Water Supply: The EIR will require a Water Supply Assessment (SB 610/AB 221 Assessment) to support the analysis. We understand that the City will commission one of their consultants to prepare this document, and that once prepared it will be provided to De Novo for use in the EIR. We will utilize the water demand and supply calculations and conclusions in the EIR. We will analyze the impacts associated with on-site and off-site construction of the water system, including temporary impacts associated with the construction phase. We will identify permit requirements and mitigations needed to minimize and/or avoid impacts. We will present the proposed infrastructure as provided by the developer’s engineer. This will likely include a looped system of pipes, storage, wells, and pump station(s). We will review the proposed system for consistency with the City’s Master Water Plan. This section will include some information that will also be presented in the hydrology and water quality section of the EIR although the focus of this section will be on the environmental impacts associated with the system.

ALTERNATIVES

De Novo will coordinate with City staff to formulate up to three (3) alternatives for analysis in the EIR as required by the CEQA Guidelines. Our efforts will result in an EIR that will include an examination of a range of reasonable alternatives that could feasibly achieve the basic objectives of the project.

The CEQA Guidelines require that a “No Project” alternative be analyzed among the range of alternatives. An alternative location must also be analyzed unless it is determined by the lead agency that a feasible alternative location does not exist. If the lead agency determines that an alternative location does not exist, it must disclose the reasons for this conclusion in the EIR.

The alternatives section will provide a description and comparison of the alternatives. Finally, an environmental superior alternative will be selected. From our experience with similar EIRs, we will provide suggested alternatives for City staff to consider. Once the alternatives are initially formulated, they will be presented at the public scoping meeting and refined based on public input.

OTHER CEQA REQUIREMENTS

The section will include the other required CEQA sections including issues previously determined to be less than significant, growth-inducing impacts, significant irreversible environmental effects, and a summary of significant and unavoidable impacts.

REPORT PREPARERS AND REFERENCES

This section will provide a list of all persons, agencies, and references used to prepare the EIR.

TASK 6 SCREEN-CHECK DRAFT EIR

Comments received from City staff regarding the Administrative Draft EIR will be incorporated into a Screen-check Draft EIR for a final review by City staff prior to public circulation.

Deliverables:

- *One (1) electronic copy of the Screen-check Draft EIR with appendices, in MS Word and PDF format.*

TASK 7 PUBLIC DRAFT EIR

Comments received from City staff regarding the Screen-check Draft EIR will be incorporated into the Draft EIR for public circulation. After the document is finalized, we will publish the document and distribute it with the proper notices to the State Clearinghouse and the County Clerk. We will anticipate that the City will publish a notice in a newspaper of regional circulation and will mail out the Notice of Availability to the City's distribution list. Additional press releases can be accommodated at the request of City staff.

Deliverables:

- *One electronic copy of the Draft EIR with appendices, in MS Word and PDF format.*
- *Twenty (20) hard copies of the Draft EIR printed and bound with a Compact Disc (CD) or flash drive of the technical appendices attached to the inside of the back cover of the EIR.*
- *One (1) stamped copy of the Notice of Completion.*

TASK 8 PREPARE FINAL EIR AND MMRP

Upon completion of the public review period De Novo will prepare a written response to the public comments, and where necessary the appropriate revisions will be made to the EIR text. Any additional text will be marked in underline format and any deleted text will be marked in ~~strikeout~~ format. All responses will be prepared pursuant to Section 15088 of the State CEQA Guidelines and provided to City staff for review.

We anticipate 50 or fewer comment letters, eight to ten pages in length. Excessively long comment letters, or those that are complicated and require a significant effort and/or additional analysis to respond to are considered outside the scope of work and cost estimate.

We will include a Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. The MMRP will consolidate information contained in the environmental analysis, including the specific mitigation measure, the party responsible for implementation, the party responsible for monitoring, the time frame for implementation, and a section for confirmation of implementation.

Comments received from City staff regarding the Administrative Final EIR will be incorporated into a Screen-check Final EIR for a final review by City staff prior to public circulation.

Comments received from City staff regarding the Screen-check Final EIR will be incorporated into the Final EIR for public circulation. After the document is finalized we will produce the document and deliver it to the City for distribution with the proper notices.

Deliverables:

- *One (1) electronic copy of the Administrative Final EIR with appendices, in MS Word and PDF format.*
- *One (1) electronic copy of the Screen-check Final EIR with appendices, in MS Word and PDF format.*
- *Twenty (20) hard copies of the Final EIR printed and bound with a Compact Disc (CD) or flash drive of the technical appendices attached to the inside of the back cover of the EIR.*

TASK 9 PUBLIC NOTICES

De Novo will be responsible for preparation of all public noticing requirements required under CEQA, including but not limited to, the Notice of Preparation, Notice of Completions, Notice of Availability, and Notice of Determination. This task assumes one round of revisions for each notice prepared. City staff will be responsible for mailing any of the notices locally; however, De Novo will be responsible for any required submittals to the State Clearinghouse. The City will be responsible for Planning Commission and City Council noticing.

Deliverables:

- *Notice of Completion for NOP and Draft EIR filing at the SCH*
- *Notice of Preparation for filing with the County Clerk, SCH, City website, and legal ad*
- *Notice of Availability for filing with the County Clerk, SCH, City website, and legal ad*
- *Notice of Determination for filing with the County Clerk and SCH*
(Note: We have not budgeted for the cost of CDFW or County Clerk filing fees for the NOD. We anticipate these to be paid by the project applicant.)

TASK 10 STATEMENT OF OVERRIDING CONSIDERATIONS AND FINDINGS OF FACT

De Novo will prepare the required CEQA Findings of Fact, and Statement of Overriding Considerations pursuant to requirements of Sections 15091 and 15093 of the State CEQA Guidelines. These deliverables will be prepared using the City's format and will be provided to City staff for an administrative review. Comments received from staff regarding the administrative draft will be incorporated into a Screencheck and final version of these deliverables for use by the City as necessary.

Deliverables:

- *One (1) electronic copy of the Administrative findings of fact, and statement of overriding considerations, in MS Word and PDF format.*

- *One (1) electronic copy of the Screencheck findings of fact, and statement of overriding considerations, in MS Word and PDF format.*
- *One (1) electronic copy of the Final findings of fact, and statement of overriding considerations, in MS Word and PDF format.*

TASK 11 PUBLIC HEARINGS

In addition to the scoping meeting following preparation of the NOP, De Novo will attend up to two (2) Planning Commission hearings and two (2) City Council hearings. At each of the hearings, De Novo will work with City staff to prepare a PowerPoint presentation related to the CEQA portion of the project and address CEQA-related questions or comments that may come up. Each additional hearing/meeting will be charged on a time and materials basis not to exceed \$900/meeting.

TASK 12: PROJECT MANAGEMENT

This task includes time related to project management, including but not limited to, invoicing, check-in calls and/or meetings, throughout preparation of the EIR, and other project management related tasks. This task assumes bi-weekly check in calls, as well as up to three (3) in-person meetings with City staff and/or applicant, as needed.

PROJECT SCHEDULE

<i>Project Task</i>	<i>Time Period (days)</i>	<i>Start</i>	<i>Finish</i>
Contract Award/Notice to Proceed	--	1-Mar-21	1-Mar-21
Task 1 – Project Kickoff, Data Collection, and Background Information			
Meet w/ City re: communication, deliverables	3	1-Mar-21	4-Mar-21
Collect background documents	2	4-Mar-21	6-Mar-21
Task 2 & 3 – NOP, Scoping Meeting, Project Description, and Alternatives			
NOP, Project Description, and Alternatives	14	6-Mar-21	20-Mar-21
<i>Staff Administrative Review</i>	<i>5</i>	<i>20-Mar-21</i>	<i>25-Mar-21</i>
Complete Public NOP	5	25-Mar-21	30-Mar-21
<i>Statutory 30-day Public Review Period</i>	<i>30</i>	<i>30-Mar-21</i>	<i>29-Apr-21</i>
Public Scoping Meeting (tentative date)	20	19-Apr-21	19-Apr-21
Task 4, 5, 6, & 7 – Technical Studies, Admin Draft, Screencheck, and Public Review Draft EIR			
Biological Resources Study	45	6-Mar-21	20-Apr-21
Cultural Resources Study	45	6-Mar-21	20-Apr-21
Traffic Study	120	6-Mar-21	4-Jul-21
Noise Study	90	6-Mar-21	4-Jun-21
Air Quality and Greenhouse Gas Study	90	6-Mar-21	4-Jun-21
Complete Administrative Draft EIR	145	6-Mar-21	29-Jul-21
<i>Staff Administrative Review</i>	<i>21</i>	<i>29-Jul-21</i>	<i>19-Aug-21</i>
Screen-check Draft EIR	21	19-Aug-21	9-Sep-21
<i>Staff Administrative Review</i>	<i>7</i>	<i>9-Sep-21</i>	<i>16-Sep-21</i>
Complete Public Draft EIR	7	16-Sep-21	23-Sep-21
<i>Statutory 45-day Public Review Period</i>	<i>45</i>	<i>23-Sep-21</i>	<i>7-Nov-21</i>
Task 7, 8, and 9 – Final EIR and MMRP			
Complete Administrative Final EIR	30	7-Nov-21	7-Dec-21
<i>Staff Administrative Review</i>	<i>14</i>	<i>7-Dec-21</i>	<i>21-Dec-21</i>
Screen-check Final EIR	14	21-Dec-21	4-Jan-22
Complete Admin Staff Report / Findings / Overriding Considerations	7	7-Dec-21	14-Dec-21
<i>Staff Review Staff Report / Findings / Overriding Considerations</i>	<i>7</i>	<i>14-Dec-21</i>	<i>21-Dec-21</i>
Complete Final EIR/Schedule Approval Hearing	7	21-Dec-21	28-Dec-21
Planning Commission Hearing	10	28-Dec-21	7-Jan-22
City Council Hearing	10	7-Jan-22	17-Jan-22

PROJECT COST

Task #	Task Description	McMurtry Principal/PM \$150	Ritchie Principal \$150	Carroll Senior \$130	Smith Associate \$110	Dahla Associate \$105	De Novo GIS/Admin \$95	Subconsultants			Direct Costs	Totals
								LSA Traffic	Peak Cultural	MD Acoustics Noise		
1 Project Kickoff, Data Collection, and Background Information												
1.1	Kickoff call w/ City re: communication, deliverables	1.0		1.0								2.0
1.2	Collect background documents	1.0		1.0	1.0	1.0	1.0					5.0
1.3	Refine scope/schedule as needed	1.0										1.0
	<i>Subtotal</i>	3.0	0.0	2.0	1.0	1.0	1.0					8.0
	<i>Task 1</i>	\$ 450.00	\$ -	\$ 260.00	\$ 110.00	\$ 105.00	\$ 95.00	\$ -	\$ -	\$ -	\$ -	\$ 1,020.00
2 Notice of Preparation and Scoping Meeting												
2.1	Prepare Admin Initial Study and NOP	4.0		8.0		32.0	6.0					50.0
2.2	Prepare NOP for Public Review	1.0		2.0		4.0	1.0			\$ 600.00		8.0
2.3	Scoping Meeting	5.0		5.0								10.0
	<i>Subtotal</i>	10.0	0.0	15.0	0.0	36.0	7.0					68.0
	<i>Task 2</i>	\$ 1,500.00	\$ -	\$ 1,950.00	\$ -	\$ 3,780.00	\$ 665.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 8,495.00
3 Project Description and Alternatives												
3.1	Prepare Draft Project Description	2.0		12.0			2.0					16.0
3.2	Prepare Draft Alternatives	2.0		12.0			1.0					15.0
3.3	Prepare Final Project Description and Alternatives	1.0		5.0								6.0
	<i>Subtotal</i>	5.0	0.0	29.0	0.0	0.0	3.0					37.0
	<i>Task 3</i>	\$ 750.00	\$ -	\$ 3,770.00	\$ -	\$ -	\$ 285.00	\$ -	\$ -	\$ -	\$ -	\$ 4,805.00
4 Technical Studies												
4.1	Air Quality and Greenhouse Gas Emissions	2.0		4.0	45.0		2.0					53.0
4.2	Biological Resources	90.0		4.0			4.0					98.0
4.3	Cultural Resources	2.0		4.0					\$ 23,072.00			6.0
4.3	Noise	2.0		4.0						\$ 16,000.00		6.0
4.3	Traffic Impact Assessment	2.0		4.0				\$ 179,375.00				6.0
	<i>Subtotal</i>	98.0	0.0	20.0	45.0	0.0	6.0					169.0
	<i>Task 4</i>	\$ 14,700.00	\$ -	\$ 2,600.00	\$ 4,950.00	\$ -	\$ 570.00	\$ 179,375.00	\$ 23,072.00	\$ 16,000.00	\$ -	\$ 241,267.00
5 Prepare Administrative Draft EIR												
5.1	Cover/Table of Contents/Graphics/GIS	1.0		2.0			12.0					15.0
5.2	Executive Summary/Introduction	1.0		1.0			8.0					10.0
5.3	Project Description	2.0		2.0			6.0					10.0
5.4	Aesthetics	2.0		18.0								20.0
5.5	Agricultural Resources	2.0		32.0								34.0
5.6	Air Quality	2.0		2.0	8.0							12.0
5.7	Biological Resources	2.0		2.0			8.0					12.0
5.8	Cultural Resources	2.0		2.0			8.0					12.0
5.9	Geology/Soils	2.0		24.0								26.0
5.10	Greenhouse Gases and Climate Change	2.0		2.0	8.0							12.0
5.11	Hazards/Hazardous Materials	2.0		2.0			24.0			\$ 800.00		28.0
5.12	Hydrology/Water Quality	2.0		24.0								26.0
5.13	Land Use Planning and Population	2.0		24.0								26.0
5.14	Noise	2.0		2.0			8.0					12.0
5.15	Public Services	2.0		24.0								26.0
5.16	Transportation/Circulation	2.0		2.0			12.0					16.0
5.17	Utilities	2.0		2.0			24.0					28.0
5.18	Cumulative Impacts	2.0		2.0			32.0					36.0
5.19	Alternatives	2.0		38.0								40.0
5.20	Other Mandated CEQA Sections	1.0		18.0								19.0
5.21	Report Preparers and References	1.0		1.0								2.0
5.22	Expanded Programmatic Discussion of SOI Area	6.0		10.0	18.0		18.0					52.0
5.23	Produce Admin. Draft EIR	4.0		4.0				8.0				16.0
5.24	Document Preparation/Management	12.0	24.0	1.0	1.0	1.0	2.0					41.0
	<i>Subtotal</i>	60.0	24.0	241.0	35.0	149.0	22.0					531.0
	<i>Task 5</i>	\$ 9,000.00	\$ 3,600.00	\$ 31,330.00	\$ 3,850.00	\$ 15,645.00	\$ 2,090.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 66,315.00

To: City of Clovis Councilmembers and Staff

Re: Please deny the request to amend the City’s Sphere of Influence

The proposed Sphere of Influence (SOI) boundary change goes directly against several smart growth policies adopted in the *2010 San Joaquin Valley Blueprint* (planning document at fresnocog.org) and in the *City of Clovis 2014 General Plan*.

In the *Blueprint* document, there are 13 adopted smart growth principles. The *City of Clovis 2014 General Plan* includes, and directly mirrors, *Blueprint* Principles 1 to 12, but does not expound on *Blueprint* Principle #13.

The proposed SOI amendment goes directly against at least 4 of the *Blueprint* principles:

- Principle #7: Preserve **open space**, farmland, natural beauty and critical environmental areas.
- Principle #9: Strengthen and direct development towards **existing communities**.
- Principle #12: Support actions that encourage **environmental resource management**.
- Principle #13: Plan for future **water needs**.

(*Blueprint* Principles #7, #9, and #12 correspond to *City of Clovis* Policies #6.2.G, #6.2.I, and #6.2.L respectively.)

Blueprint Principle #7 maintains that open space preservation supports smart growth goals by bolstering local economies, preserving critical environmental areas, improving our communities’ quality of life, and guiding new growth into existing communities.

Blueprint Principle #9 directs development toward existing communities already served by infrastructure, seeking to utilize the resources that existing neighborhoods offer, and conserve open space and irreplaceable natural resources on the urban fringe.

Blueprint Principle #12 promotes the informed use, management and protection of water, land, air, and related natural resources of the Fresno County region.

Blueprint Principle #13 supports long-term water resource sustainability by encouraging the identification, preservation and restoration of natural resources (wetlands, flood plains, recharge zones, open space, native habitats) for flood protection, water quality improvement, and groundwater recharge.

The area under consideration for this proposed City of Clovis SOI expansion near Shephard and Fowler, currently has open space and environmental resources that could be severely impacted or reduced should the SOI expansion be approved. In accordance with the smart growth principles outlined above, and to maintain the integrity of the local environment, we plead you to deny the request to increase the City’s Sphere of Influence in this area.

Signatures ----->

Elena Bowen
Printed Name

Elena Bowen
Signature

John Bowen
Printed Name

John Bowen
Signature

Joanna Johnston
Printed Name

Joanna Johnston
Signature

GARY KENT
Printed Name

Gary Kent
Signature

Cheryl R. Kent
Printed Name

Cheryl R. Kent
Signature

Kay G. Farmer
Printed Name

Kay G. Farmer
Signature

ROBERT FARMER
Printed Name

Robert Farmer
Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

RESOLUTION 21-_____

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

WHEREAS, a request from Wilson Premier Homes was received by the City of Clovis to amend the Clovis Sphere of Influence; and

WHEREAS, the City requires assistance from an external consulting firm to assist with the preparation of an Environmental Impact Report and related services for purposes of analyzing potential environmental effects, related to a request for a Sphere of Influence Amendment to include approximately 1,050 acres generally located north of Shepherd Avenue to Behymer Avenue, from Sunnyside Avenue to the Big Dry Creek Dam, pursuant to the California Environmental Quality Act; and

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

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

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 1, 2021, by the following vote, to wit.

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

DATED: March 1, 2021

Mayor

City Clerk

ATTACHMENT A

CITY OF CLOVIS CONSULTANT SERVICE AGREEMENT

NORTH OF SHEPHERD SPHERE OF INFLUENCE EXPANSION

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and De Novo Planning Group, a California Corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on March 1, 2021 ("Effective Date").

RECITALS

- A. City desires to obtain planning and environmental study services ("Services") for the proposed North of Shepherd Sphere of Influence Expansion Area Project ("Project") as more fully described in the Scope of Work for the Project (**Exhibit A**), and Budget for the Project (**Exhibit B**), which are incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

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

AGREEMENT

1. Scope of Services. Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A** and **B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. Priority and Conflicts; Exclusions. If the terms and requirements of this Agreement conflict with **Exhibits A** or **B**, the terms of this Agreement shall control. No contractual terms and/or conditions found in **Exhibits A** or **B** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. Term of Agreement; Commencement of Services; Schedule. The term of this Agreement shall commence on the Effective Date, and Consultant shall begin performing the Services on that date, unless otherwise instructed by City. The Services shall proceed in accordance with the Task Schedule set forth in **Exhibits A** and **B**, and Consultant shall continue with the Services until satisfactorily completed, as determined by City. The Task Schedule shall be subject to modification based on the City's operational needs. City will notify Consultant in advance of any modification to the Task Schedule.
4. Payment for Services. City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit B**. The individual budget amounts for each task, and the cumulative

budget totals, paid by City to Consultant shall not exceed the amounts set forth in **Exhibit B**. The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement.

Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and amounts expended to date, which shall reflect the City's initial deposit.

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

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

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

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

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

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

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.
22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:
- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
 - b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
 - c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
 - d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.
23. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.
24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
25. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Consultant's authority is attached as **Exhibit D**.
26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.
27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.
28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this

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

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

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

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

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

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

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

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

CONSULTANT

CITY OF CLOVIS

By: _____

By: _____

Luke Serpa, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Consultant

Company Name

Attn: Name

Title

Address

City, State

_____ [E-Mail Address]

_____ [Phone Number]

City of Clovis

Department Name

Attn: Name

Title

1033 Fifth Street

Clovis, CA 93612

_____ [E-Mail Address]

_____ [Phone Number]

ATTEST

John Holt, City Clerk

APPROVED AS TO FORM

Scott G. Cross, City Attorney

EXHIBIT A SCOPE OF WORK

EXHIBIT B

BUDGET AND TASK SCHEDULE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D SIGNING AUTHORITY

RESOLUTION 21-_____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING AN APPLICATION FOR THE UPDATE OF THE CITY OF CLOVIS
SPHERE OF INFLUENCE**

WHEREAS, at a meeting on March 1, 2021, the Clovis City Council did consider expansion of the City of Clovis Sphere of Influence proposed pursuant to Chapter 4 of the Local Government Reorganization Act of 2000; and

WHEREAS, a Sphere of Influence is the boundary adopted by the Fresno Local Agency Formation Commission that designates a municipality's probable future urban area within which annexations to the City can take place; and

WHEREAS, said proposal consists of the addition of approximately 1,050 acres to the existing City of Clovis SOI consisting of parcels generally located north of Shepherd Avenue to Behymer Avenue, from Sunnyside Avenue to the Big Dry Creek Dam; and

WHEREAS, the City of Clovis has determined that the parcels to be included in the SOI Expansion will facilitate and encourage orderly growth and development which are essential to the social, fiscal, and economic wellbeing of the community; and

WHEREAS, an Environmental Impact Report and appropriate technical studies will be prepared to determine the potential environmental effects associated with the amendment pursuant to the California Environmental Quality Act; and

WHEREAS, prior to annexations proposed in the expanded Sphere of Influence area, the City shall demonstrate that it has sufficient capacity to provide urban services to the annexation project area and areas within 1/8 mile of the site in accordance with the Clovis General Plan, and City adopted master service delivery plans for Sewer, Water, and Recycled Water.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Clovis approves the submittal of an Application to the Fresno Local Agency Formation Commission, requesting the Sphere of Influence Update proceedings be conducted pursuant to the Local Government Reorganization Act of 2000.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 1, 2021, by the following vote, to wit:

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

DATED: March 1, 2021

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: March 1, 2021

SUBJECT: Receive and File - 2021 Five-Year Financial Forecast for the City of Clovis through Fiscal Year 2025-26 and discuss options for budget preparation for 2021-22.

Staff: Jay Schengel, Finance Director

Recommendation: Receive and File

ATTACHMENTS: 1. Five-Year Financial Forecast through Fiscal Year 2025-26

CONFLICT OF INTEREST

None.

RECOMMENDATION

That the City Council receives, provides comment, and files the Five-Year Financial Forecast.

EXECUTIVE SUMMARY

The Five-Year Financial Forecast is a management tool that is updated and prepared each year to provide the City Council and City management with information on trends for the City's long-term financial condition. The forecast represents a continuing effort to analyze the City's fiscal condition based upon a reasonable set of economic and operational assumptions. It is a very important management tool for identifying fiscal trends and issues which must be addressed early in order to assure continued financial success. The General Fund in this forecast is structurally balanced through 2025-26 with the exception of 2021-22. This report will serve as an opportunity to review the information in context with guidance for providing for the City's core services in a sustainable manner.

BACKGROUND

The Five-Year Financial Forecast is a tool intended to be utilized in identifying financial issues confronting the City. The Five-Year Financial Forecast represents a continuing effort to analyze the City's long-term fiscal condition based upon a reasonable set of economic and operational assumptions. As such, any change in any one of the assumptions can have an effect on the forecasted projections.

The document is presented in several sections that include Introduction, Executive Summary, Analysis of Funds, Narratives and Exhibits.

The report presents Exhibits that are the financial forecast spreadsheets and assumptions. This provides a quick review of the revenues, expenditures, and fund balances for operations of the General Fund as well as operations of the Public Utility Enterprise Funds, Planning and Development Services and Transit. Throughout the document, selected tables and graphs have been paired with narrative descriptions to help illustrate forecasted City revenue collections and expenditures.

Based on current growth figures, the City of Clovis is expected to reach 134,000 in population over the next five years. The City pays very close attention to growth in our analysis of the General Fund to estimate revenues and expenditures for the day-to-day operations and servicing of the City's population including police, fire, parks, recreation, senior services, and street maintenance.

General Fund Status / Summary

The General Fund forecast continues to be significantly constrained during the forecast period primarily due to four distinct challenges. First, the Public Employees' Retirement System (PERS) costs are rising significantly due to recent changes in the actuarial assumptions and the discount rate. Second, the demand for many General Fund services is growing in direct proportion with the City's growth, which continues at a brisk pace. Third, while the initial impacts of the pandemic on the City's fiscal resources have been less than anticipated, there remains possible longer-term impacts that cannot be predicted at this time. Fourth, the need to staff Fire Station 6 which is scheduled to open in late 2021. As a result, the forecast includes the hiring of 9 new sworn Fire Fighters in 2020-21. The City was awarded the Staffing for Adequate Fire and Emergency Response (SAFER) grant which will provide the City with approximately \$4.0 million over the next three years which will help offset the cost of those new positions. However, the full cost of these additional positions will need to be borne by the General Fund when the grant is exhausted.

The 2020/21 Annual Budget was not a status quo budget. Significant cuts were implemented in the 2019/20 fiscal year budget which were carried forward into the 2020/21 budget. Due to the estimated financial impact of the pandemic statewide stay-at-home order, General Fund revenues were estimated to be less than estimated expenditures for the fiscal year 2020/21 budget. The approved budget projected the need to use emergency reserves to balance a proposed structurally imbalanced budget. Staff was forecasting a \$10 million General Fund revenue reduction between March 2020 and June 2021. Staff was also estimating that approximately \$2 million in emergency reserves, use of 2019/20 expenditure savings, and proposed expenditure cuts would be required to balance the fiscal year 2020/21 budget.

Developing accurate revenue estimates during a constantly evolving pandemic has proven to be challenging. Many influences at the local, state and federal level have significantly impacted revenue sources both on an ongoing and one-time basis. Based on current

estimates, revenues are currently projected to be approximately \$2.7 million above expenditures, allowing for transfers to General Government Facilities and Planning and Development Services. The pandemic and the resources provided for the response to the Creek Fire natural disaster have required the City to make substantial revisions to the 2020/21 estimates. Because the 2020/21 budget was prepared on a fairly conservative basis, most budgets are experiencing better than originally estimated outcomes such as revenues exceeding budgeted estimates while expenditures are not exceeding budgeted estimates.

General Fund revenues are projected to exceed the working budget by \$9.0 million in total for the current fiscal year. This is due to sales taxes faring much better than anticipated amidst a pandemic crisis; additional grant funds including federal funds from the CARES and SAFER; and state reimbursements for wildfires along with Transient Occupancy Taxes. All additional grant revenues projected are offset with corresponding additional expenditure increases in salaries, benefits and overtime. Some revenue categories are projected to not meet budget such as Gas Taxes and Community Facilities District Taxes.

Property Taxes are projected to be slightly above budget. Card Room Fees are projected to meet the sharply reduced budgeted amount due to stay-at-home orders. Franchise Fees are projected to be at budget showing no growth from the prior year as more residents are opting into satellite and streaming services for home entertainment which are services not subject to Franchise Fees. Transient Occupancy Taxes are projected to be above budget due to increased occupancy as a result of the Creek Fire. Gas Taxes are not being transferred from capital street improvements to street maintenance and lighting as previously budgeted.

Measures were taken to constrain General Fund expenditures in the current year budget due to the foreseeable increases in Public Employees' Retirement System (PERS) costs as well as the unknown impact on revenues related to the pandemic. Since 89% of the City's discretionary revenues go to Public Safety, it was necessary for the majority of the reductions to fall on these departments as well. The 2020/21 General Fund Budget reflects thirteen unfunded sworn public safety positions in order to reduce expenditures.

The 2020/21 budget included a \$4.1 million unreserved beginning fund balance (Contingency for Economic Uncertainty) which included using \$2 million from the General Fund emergency reserve. A reduction in revenue was estimated due to the impact of the pandemic resulting in the need to use the \$2 million from emergency reserve to balance the 2020/21 budget. However, the 2019/20 fiscal year ended the year with increased sales tax revenues and lower expenditures than estimated resulting in an ending fund balance of \$2 million higher than anticipated in the budget. As a result, it is unlikely that the City will need to use any emergency reserve for the 2020/21 budget year. The expenditure reduction was mostly attributable to a hiring freeze placed on vacant positions at the onset of the pandemic. Due to higher than anticipated revenues discussed above, five of these frozen public safety positions have already been authorized to be filled and it is likely that even more will be filled at the end of the fiscal year. In addition, due to the SAFER grant, nine additional sworn firefighters will be hired this fiscal year.

The amount of the Emergency Reserve continues to grow, but it does not grow as proportionately fast as expenditures from the General Fund. As a result, the Emergency Reserve, a percentage of expenditures, is projected to decline. The percentage remains at or above the 15% minimum level established by City Council for the entire forecast period.

FISCAL IMPACT

The forecast provides an opportunity to review the historical trends for actual results and consider current economic factors for future decisions. It provides guidance for the City to maintain fiscally sustainable operations into the future.

REASON FOR RECOMMENDATION

The financial forecast provides an assessment of the impacts of past budgetary policy and possible future outcomes based on current budget strategies. Enhancing services while maintaining financial sustainability are shown to be critical to the City's future success. The forecast is a tool to be used for prudent management of the City's resources.

ACTIONS FOLLOWING APPROVAL

The staff will receive comments from the Council to assist with the preparation of the 2021-22 Annual Budget.

Prepared by: Jay Schengel, Finance Director

Reviewed by: City Manager *JH*



City of Clovis

Five-Year Financial Forecast

Through Fiscal Year 2025/26

Prepared March 2021



CITY OF CLOVIS

Five-Year Financial Forecast

Through Fiscal Year 2025/2026

PREPARED BY:

Luke Serpa, City Manager

John Holt, Assistant City Manager

Andrew Haussler, Community & Economic Development Director

Jay Schengel, Finance Director

Gina Daniels, Assistant Finance Director

Jeff Blanks, Deputy Finance Director

Susan Evans, Accounting Supervisor

Calvin Campbell, Senior Accountant

Elena Mendrin, Accountant

Jose Reynoso, Accountant

CITY OF CLOVIS

FIVE-YEAR FINANCIAL FORECAST

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INTRODUCTION

The Five-Year Financial Forecast through 2025/26 represents a continuing effort to analyze the City's long-term fiscal condition based upon a reasonable set of economic and operational assumptions. It is an important management tool used by both the City Council and the City Manager for identifying fiscal trends and issues which must be addressed in order to assure continued financial success. The set of forecasts contained in this report is not a prediction of what will occur. The forecast is a snapshot in time and an **approximate view of what could occur** in the future if all of the assumptions are realized. As with any forecast or prediction, the assumptions and projections for the nearer years carry more certainty and confidence than for the years further into the future.

The major challenge in the current forecast is the General Fund, where sales and property taxes make up 62% of the total General Fund revenues. The COVID-19 pandemic has made this forecast that much more difficult. In March of 2020, staff presented the 2024/25 forecast. Shortly thereafter, the impact of the pandemic became a reality. Due to the financial impact of the COVID-19 pandemic statewide stay-at-home order, General Fund revenues were projected to be less than expenditures for the fiscal year 2020/21 budget. The budget projected the need to use emergency reserves to balance the structurally imbalanced budget. Staff estimated a \$10 million General Fund revenue reduction between March 2020 and June 2021, and that approximately \$2 million in emergency reserves, plus expenditure cuts in the last quarter of 2019/20 and all of 2020/21 would be required to balance the fiscal year 2020/21 budget. When presented in 2020, staff was estimating an emergency reserve fund balance for June 30, 2020 of \$12.8 million, or 17.1% of the General Fund expenditures. Staff was also estimating that reserve amount would drop to \$10.8 million by June 30, 2021, or 14% of General Fund expenditures.

If there is some good news from this past year, it would be that the reductions in General Fund revenue were much less than forecast. The 2020/21 General Fund revenues were projected to be \$76.8 million when the budget was adopted. General Fund revenues for 2020/21 are now estimated at \$82.7 million, including approximately \$2.1 million in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding and \$0.3 million in Staffing for Adequate Fire and Emergency Response (SAFER) grant funding for the additional fire fighters being hired in 2021 for Fire Station 6. The combination of higher-than-anticipated revenues, CARES funding, and SAFER grant funding result in the 2020/21 General Fund budget being structurally balanced, so no emergency reserves are forecasted to be used.

This report is a forecast, and some of the funds are significantly constrained. It is important that the City continue to closely monitor economic conditions locally, statewide, and nationally. In the past, decisions made at other levels of government have had a very negative impact on City finances, so it will also be important to closely monitor what is happening in Sacramento and Washington D.C. as various stimulus programs and policy proposals may impact the City's revenue and expenditures.

EXECUTIVE SUMMARY

The General Fund forecast continues to be significantly constrained during the forecast period with General Fund discretionary revenues projected to grow at a slower pace than the demand for General Fund expenditures. The four primary factors leading to this constraint are as follows:

- The Public Employees' Retirement System (PERS) costs are rising significantly due to changes in the actuarial assumptions and the discount rate.
- The demand for many General Fund services is growing in direct proportion with the City's growth, which continues at a brisk pace.
- The long-term impact of the pandemic on the City's fiscal resources remains a concern. While the initial impacts have been less than anticipated, there remain possible longer-term impacts that cannot be predicted at this time.
- The need to staff Fire Station 6, which is scheduled to open in late 2021. Whereas staffing for most services can grow at a gradual pace in proportion to population growth, Fire Department staffing needs to expand much less frequently, but in much larger increments because all of the new staffing for a new station must be hired at once. Included in this forecast are nine new sworn Fire Department positions, which are the first new fire fighter positions added since 2004 and represent a 14% increase in staffing. In 2020, the City was awarded the SAFER grant which will provide the City approximately \$4.0 million over the next three years to mitigate the impact of this investment. However, the full cost of these additional positions will need to be borne by the General Fund when the grant is exhausted.

The General Fund forecast that is presented is structurally balanced and provides as much growth in critical services as possible. It should be noted that this forecast also includes a sustainable level of funding for the replacement of public safety vehicles, which is something that has not occurred since the Fleet Fund was exhausted during the last recession. However, transfers to the General Government Facilities Fund are at minimal levels if they occur at all, and ongoing transfers to the emergency reserve are limited to only what is necessary to maintain the minimum target of 15% of General Fund expenditures. The amount of the emergency reserve continues to grow, but it does not grow as proportionately fast as expenditures from the General Fund. As a result, the emergency reserve, as a percentage of expenditures, is projected to decline slightly in the later years of the forecast but the percentage remains at or above the 15% minimum level established by City Council for the entire forecast period.

The Water Enterprise Fund forecast maintains stable reserves with annual 3% rate increases that have been adopted and are included in each year of the forecast. The forecast also includes continued contributions to the reserves for the Sustainable Groundwater Management Act (SGMA) and for drought contingency through 2023/24. In 2020/21, there was a \$5 million down payment as required by the Firm Water Supply Agreement with the Fresno Irrigation District (FID). The remaining balance of \$30 million is anticipated to be paid by development impact fees in future years.

The Sewer Enterprise Fund forecast maintains stable reserves throughout the forecast period. The annual 3% rate increases that have been adopted are not forecast to be implemented because the sewer fund is projected to be balanced with adequate reserves. There remains sufficient funds in the Bond Charge Fund balance collected in the prior year to continue the full \$7.30 per month rebate to customers for the next 2 years. The forecast projects a decrease in the rebate beginning in 2023/24 through the remaining years of the forecast. The ability to continue to rebate funds back to ratepayers will be monitored closely throughout the forecast period.

The Community Sanitation Fund maintains stable reserves in this Forecast. A 4% annual increase, or portion thereof, was approved by City Council in November 2004 to be implemented as necessary. In 2020/21, the full 4% increase is needed for both the recycling and greenwaste services. The 4% increase for recycling and greenwaste services is projected through the forecast because these services are contracted and the contract costs are increasing correspondingly. For refuse, a rate increase of 3% is projected in 2021/22 and increases of 2% are projected thereafter for the remainder of the forecast period. The street cleaning revenue, which is based on new unit growth, slightly increases throughout the forecast period.

The Transit Fund shows a positive position throughout the forecast period as a result of increased revenues based on population growth and as the result of all State Local Transportation Funds (LTF) being required to be allocated to Transit. An additional funding source provided by SB1 legislation has become available for operation and capital expenses. With funding for Transit constantly in flux, the types and levels of funding will be closely monitored to make any necessary adjustments to current service levels should the need arise. Beginning with the 2017/18 fiscal year, the Transit Fund was required to defer revenue that it had received but not yet spent. Any working capital that is required to be deferred can be seen on the Transit Fund forecast on the line labeled Deferred Revenue. The deferral is projected to decline in the fiscal years 2020/21 through 2022/23 due to the construction of a transit center.

The Planning and Development Services Enterprise Fund forecast maintains adequate, but constant reserves. The reserves are included in case of a slow-down and prudent funding is maintained throughout the forecast period. There have been several years of relatively high numbers of residential units per year; however, starting in 2021/22, it is anticipated that those numbers will start to decline. As a result, expenditures exceed revenues for most of the forecast period resulting in a slight decrease in ending working capital. Nonetheless, the fund maintains a healthy working capital balance throughout the forecast period.

Internal Service Funds are projected to be self-balancing throughout the forecast period. Each of the Internal Service Funds is continually monitored, and more cost effective programs are implemented wherever possible to reduce costs to all other City operations.

Debt Service Funds will be fully funded to make all debt payments and meet all legal obligations.

ANALYSIS OF FUNDS

The purpose of this forecast is to provide the City Council and the City Manager with an early identification of financial trends. With early detection, financial trends identified as possible problems can be dealt with in a reasonable manner rather than waiting for a crisis to occur.

The City's Annual Budget represents a total financing plan for all City operations and must be analyzed by its component parts in order to make any meaningful adjustments. Unlike a private holding company, the City cannot remove cash from any one enterprise operation to help support general tax funded operations. Although there is certainly some financial interdependence between the funds, such as internal service fund charges to allocate common costs, each fund represented in the budget must stand alone.

When analyzing City operations, it is appropriate to look at the budget, department by department. However, when reviewing long range financial policies, it is best to look at the fund structure rather than the department structure. The major fund groups reviewed in this forecast are the operating funds of the City including:

General Fund - This fund includes the functions of general government, including elected officials, administration and finance, public safety, and some field maintenance activities, such as parks and street maintenance.

Enterprise Funds - These funds include operations for water, sewer, solid waste, street cleaning, transit, and planning and development services.

Internal Service Funds - These funds include property and liability insurance, employee benefits, fleet maintenance, and general services.

Debt Service Funds - These funds include all debt service activity for which the City is responsible.

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GENERAL FUND

Current Year – 2020/21

The 2020/21 Annual Budget is not a status quo budget. Significant cuts were implemented in the 2019/20 fiscal year budget which were carried forward into the 2020/21 budget. Due to the estimated financial impact of the pandemic statewide stay-at-home order, General Fund revenues were estimated to be less than estimated expenditures for the fiscal year 2020/21 budget. The approved budget projected the need to use emergency reserves to balance a proposed structurally imbalanced budget. Staff was forecasting a \$10 million General Fund revenue reduction between March 2020 and June 2021. Staff was also estimating that approximately \$2 million in emergency reserves, use of 2019/20 expenditure savings, and proposed expenditure cuts would be required to balance the fiscal year 2020/21 budget.

Developing accurate revenue estimates during a constantly evolving pandemic has proven to be challenging. Many influences at the local, state and federal level have significantly impacted revenue sources both on an ongoing and one-time basis. Based on current estimates, revenues are currently projected to be approximately \$2.7 million above expenditures, allowing for transfers to General Government Facilities and Planning and Development Services. The pandemic and the resources provided for the response to the Creek Fire natural disaster have required the City to make substantial revisions to the 2020/21 estimates. Because the 2020/21 budget was prepared on a fairly conservative basis, most budgets are experiencing better than originally estimated outcomes such as revenues exceeding budgeted estimates while expenditures are not exceeding budgeted estimates.

General Fund revenues are projected to exceed the working budget by \$9.0 million in total for the current fiscal year. This is due to sales taxes faring much better than anticipated amidst a pandemic crisis; additional grant funds including federal funds from the Coronavirus Aid, Relief, and Economic Security Act (CARES) and Staffing for Adequate Fire and Emergency Response (SAFER); and state reimbursements for wildfires along with Transient Occupancy Taxes. All additional grant revenues projected are offset with corresponding additional expenditure increases in salaries, benefits and overtime. Some revenue categories are projected to not meet budget such as Gas Taxes and Community Facilities District Taxes.

Property Taxes are projected to be slightly above budget. Card Room Fees are projected to meet the sharply reduced budgeted amount due to stay-at-home orders. Franchise Fees are projected to be at budget showing no growth from the prior year as more residents are opting into satellite and streaming services for home entertainment which are services not subject to Franchise Fees. Transient Occupancy Taxes are projected to be above budget due to increased occupancy as a result of the Creek Fire. Gas Taxes are not being transferred from capital street improvements to street maintenance and lighting as previously budgeted.

Measures were taken to constrain General Fund expenditures in the current year budget due to the foreseeable increases in Public Employees' Retirement System (PERS) costs as well as the unknown impact on revenues related to the pandemic. Since 89% of the City's discretionary revenues go to Public Safety, it was necessary for the majority of the reductions to fall on these departments as well. The 2020/21 General Fund Budget reflects thirteen unfunded sworn public safety positions in order to reduce expenditures.

The 2020/21 budget included a \$4.1 million unreserved beginning fund balance (Contingency for Economic Uncertainty) which included using \$2 million from the General Fund emergency reserve. A reduction in revenue was estimated due to the impact of the pandemic resulting in the need to use the \$2 million from emergency reserve to balance the 2020/21 budget. However, the 2019/20 fiscal year ended the year with increased sales tax revenues and lower expenditures than estimated resulting in an ending fund balance of \$2 million higher than anticipated in the budget. As a result, it is unlikely that the City will need to use any emergency reserve for the 2020/21 budget year. The expenditure reduction was mostly attributable to a hiring freeze placed on vacant positions at the onset of the pandemic. Due to higher than anticipated revenues discussed above, five of these frozen public safety positions have already been authorized to be filled and it is likely that even more will be filled at the end of the fiscal year. In addition, due to the SAFER grant, nine additional sworn firefighters will be hired this fiscal year.

Forecast – 2021/22 through 2025/26

Three distinct challenges are in the General Fund forecast for the next five years. Discretionary revenue is projected to grow at a slower rate, PERS costs will rise significantly, and the City continues to grow which increases the demand for General Fund services, most notably public safety. Included in the public safety growth are additional police officers and the additional staffing needed to open Fire Station 6 in fiscal year 2021/22. The City has received a SAFER grant for \$1.3 million annually for three years which will help offset the costs of staffing Fire Station 6. Still, in order to meet the increasing demand for services for the growing City, much less funding will be available for transfer to the emergency reserve, Fleet Fund, and General Government Facilities Fund. As expenditures plus transfers exceed revenues, the General Fund balance is projected to diminish from \$2.4 million in FY 2021/22 to \$1.7 million in FY 2025/26.

Revenues

Property Tax and Sales Tax are the two largest sources of discretionary revenue; Franchise Fees, Business Licenses, Transient Occupancy and Other Taxes make up the bulk of the remainder. Due to Proposition 13, property tax growth is largely driven by growth in the City. When growth occurs faster than normal, the property tax grows faster than anticipated, but the growth also brings a corresponding increase in the demand for services. Property Tax revenues, due to increases in development of residential and commercial units last fiscal year, will be realized in FY 2021/22. The City's current base for property taxes which is increased each year by an inflation factor not to exceed 2% is based on the California Consumer Price Index which for FY 2021/22 is 1.036%. Property tax growth during the forecast period is projected to increase at a rate corresponding to the 10 year average of 800 single and multi-family residential units. The forecast does not project a housing slump because those are difficult to anticipate. However, if one was to actually occur, this would result in property tax growth being lower than forecasted.

Sales tax growth has changed due to a cultural change in how people spend their money and due to the shift to online purchases which was exacerbated by the pandemic. In broad terms, consumers are spending a much higher percentage of their disposable income on services rather than goods. Since only goods are subject to sales tax, the revenue from sales tax is not keeping up with population growth and inflation. Additionally, consumers are purchasing an ever-increasing portion of their goods from online sources rather than local sources. Sales tax is not collected on some online purchases, and sales tax from other online purchases is paid to the locality of distribution rather than locality of delivery. Furthermore, the online sales tax that is nominally paid to the locality of delivery is actually paid to the County of delivery and is then distributed to the cities in proportion to their sales tax revenues from brick-and-mortar vendors.

In June 2018, the U.S. Supreme Court's decision in *South Dakota vs. Wayfair Inc.* overruled the long standing physical presence rule that prevented states from taxing remote sales. Effective April 1, 2019, California established that all retailers, whether located inside or outside California, are required to collect and remit taxes on all sales made for delivery in any district that imposes such tax if the retailer has more than \$500,000 in annual taxable sales. As a result of California's AB 147-The Marketplace Facilitator Act, the 4Q19-3Q20 state and county pools saw \$1.4 billion indirectly allocated to cities and counties. The pools have averaged growth of 31% each quarter compared to the same period in the prior year. Without AB147 revenues, countywide pools averaged just 8% growth. The pandemic and its economic impacts on sales taxes were anticipated to be severe and negative. Contrary to these early assumptions last spring, the decline of sales taxes was not as severe as anticipated despite the state's stay-at-home orders and other restrictions. Consumers adapted to buying online at a record pace. Although recent acceleration to online buying should continue growing the pools, future gains are anticipated to subside to levels moderately better than pre-Wayfair historical levels, according to the City's sales tax consultant HdL Companies.

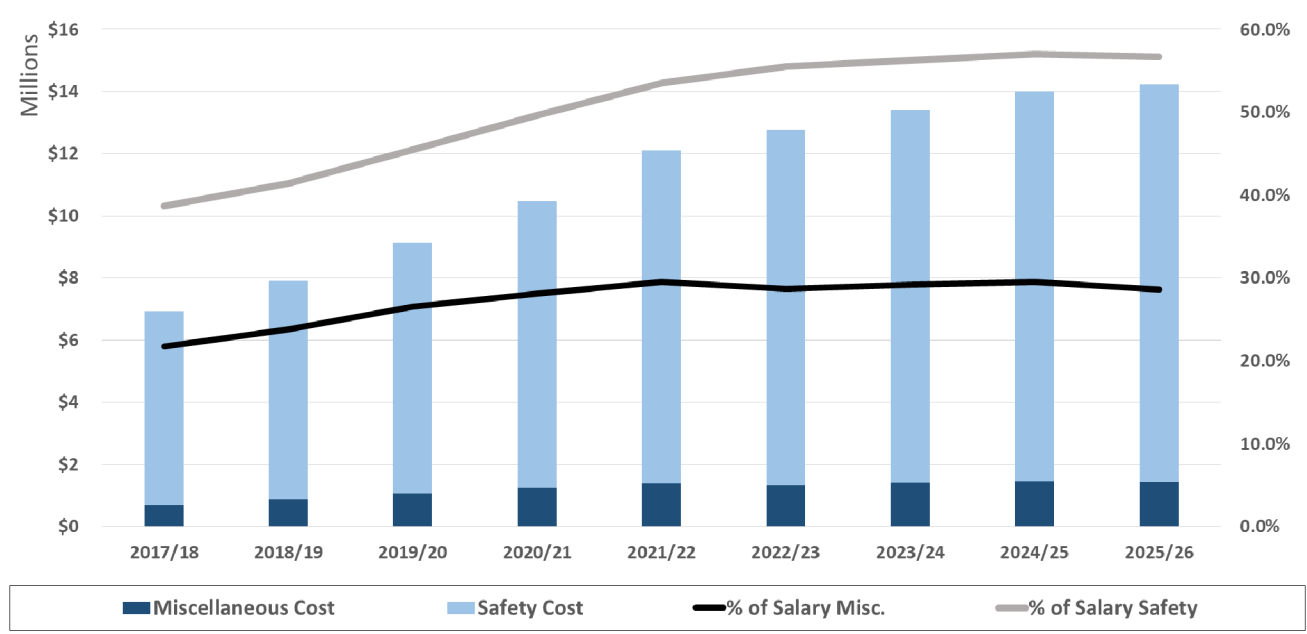
Sales Tax is projected to show an increase of 4.1% in FY 2020/21. For the remaining projected years, Sales Tax is expected to grow at 4.5% annually with population growth at 800 residential units per year.

The forecast reflects the opening of new hotels in Other Taxes. Transient Occupancy Tax is projecting an increase in FY 2021/22 with the opening of the Marriott Courtyard. The Marriott Residence Inn is anticipated to open in FY 2022/23.

Growth in Franchise Taxes has slowed in recent years as more households move away from traditional hard-wired phone and cable TV service towards cellular and satellite services. All other discretionary revenues are forecast to increase at average growth plus inflation, which has been low for many years.

PERS

PERS costs are projected to rise significantly during the forecast period due to the recent lowering of the discount rate and to changes in PERS’ actuarial assumptions. The following chart shows the expected General Fund PERS costs, both as a percentage of salary and in dollars, for the forecast period.



As can be seen in the chart, annual General Fund PERS costs are projected to rise by \$3.8 million between the current year and the end of the forecast period.

Growing Demands

The City continues to grow, and in recent years it has grown faster than the long-term average. The growth drives some revenue growth, but it also drives a growing demand for services. Police and Fire comprise the largest expenditures in the General Fund (89% of the City’s discretionary revenues go to Police and Fire) and are most impacted by this growing demand. Staff will continue to evaluate different ways of delivering services using technology, social media, and best practices in an effort to narrow the gap between increased demand for services and the City’s ability to provide without lowering level of service. Failure to grow these departments, as well as other General Fund departments at a rate corresponding to the growth of the City, may result in an erosion of the level of service that is provided.

Approach to the Forecast

The forecast represents staff's best estimate of the City's finances for the next five years, and will be the basis on which the budget is developed. The forecast must be structurally sound and sustainable, so projected revenues, expenditures and transfers must be balanced. Some of the components of these revenues, expenditures and transfers are more easily controllable than others. Major increases to revenues, either through tax increases or extraordinary commercial growth, would be challenging to achieve or even completely infeasible, so they were not considered in the development of the forecast. Expenditures and transfers were adjusted as necessary to best achieve the City's goals and comply with the City's policies within the available revenue.

The impact of the PERS costs is significant; those costs will rise from 10.5% of the General Fund budget a few years ago to 15.5% by fiscal year 2025/26. Essentially, that means the level of service plus the transfers to the reserve that can be provided in 2025/26 will be only 95.0% of what could have been provided without this rise in PERS costs.

Service levels are already stretched thin so this forecast emphasizes growing those services, specifically public safety, as much as revenues allow. It should be noted that this forecast also includes a sustainable level of funding for the replacement of public safety vehicles, which is something that has not occurred since the last recession. Transfers to the General Government Facilities Fund in 2020/21 are for construction of a metal building to house the fire fighters while a permanent Fire Station 2 is being built and transfers in the projected years are to pay for the Landmark Square and Fire Station 2 debt service. Transfers to the emergency reserve have been reduced to the minimum required amount to maintain a 15% reserve. The forecast includes nineteen additional police officers of which ten are currently unfunded positions, and nine additional fire fighters to staff a sixth station slated to open in late 2021. Additionally, one non-sworn General Fund position is projected to be added during the forecast period.

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General Fund Financial Forecast - Summary

(dollars in thousands)

	ACTUALS			ESTIMATED	PROJECTED				
	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
Beginning Available Fund Balance	420	3,630	4,430	4,110	4,820	2,410	1,310	1,080	720
Reappropriation/Encumbrances	(230)	10	(190)	(740)					
REVENUES									
Discretionary	53,510	55,640	57,710	60,360	63,250	66,240	69,060	71,970	75,000
Non-Discretionary	16,450	17,590	17,550	22,340	19,580	19,790	19,890	19,340	19,790
Total Revenues	69,960	73,230	75,260	82,700	82,830	86,030	88,950	91,310	94,790
EXPENDITURES									
Public Safety	49,730	52,030	54,420	60,060	63,070	64,400	66,180	68,040	69,880
Public Utilities	8,990	9,990	10,050	10,680	11,160	11,270	11,460	11,700	11,910
General Government	7,450	8,330	8,360	9,210	9,400	9,590	9,670	10,060	10,140
Total Expenditures	66,170	70,350	72,830	79,950	83,630	85,260	87,310	89,800	91,930
Resources Above/(Below) Operating Expenditures	3,790	2,880	2,430	2,750	(800)	770	1,640	1,510	2,860
ADDITIONAL ITEMS									
Transfers In from Successor Agency	0	0	450	0	0	0	0	0	0
Transfers Out to General Government Facilities Fund	0	0	0	(950)	(1,060)	(1,320)	(1,320)	(1,320)	(1,320)
Transfers Out to PDS/Projects	(300)	(990)	(300)	(300)	(300)	(300)	(300)	(300)	(300)
Transfers Out to Fleet Fund	0	0	(2,660)	0	0	0	0	0	0
Total Additional Items	(300)	(990)	(2,510)	(1,250)	(1,360)	(1,620)	(1,620)	(1,620)	(1,620)
Net Increase/(Decrease) to Fund Balance	3,490	1,890	(80)	1,500	(2,160)	(850)	20	(110)	1,240
OTHER ITEMS									
(Use of)/Addition to Emergency Reserve	50	1,100	50	50	250	250	250	250	250
Total Other Items	50	1,100	50	50	250	250	250	250	250
Ending Available Fund Balance	3,630	4,430	4,110	4,820	2,410	1,310	1,080	720	1,710
Emergency Reserve-(Dollars)	11,660	12,760	12,810	12,860	13,110	13,360	13,610	13,860	14,110
Emergency Reserve as a % of Expenditures	17.60%	18.10%	17.60%	16.10%	15.70%	15.70%	15.60%	15.50%	15.40%

General Fund - Financial Forecast (dollars in thousands)

REVENUES	ACTUALS			ESTIMATED	PROJECTED				
	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
Residential Units (SF + MF)	1,350	848	1,119	1,100	800	800	800	800	800
<u>Discretionary</u>									
Property Taxes	18,940	20,070	21,460	22,790	23,940	25,130	26,340	27,580	28,840
Educational Augmentation	(4,560)	(4,800)	(5,380)	(5,620)	(5,880)	(6,160)	(6,450)	(6,760)	(7,070)
County Admin Fee	(200)	(200)	(200)	(210)	(220)	(230)	(240)	(260)	(260)
Property Tax In Lieu-VLF	9,060	9,720	10,420	11,160	11,640	12,140	12,660	13,200	13,770
Sales Tax	21,170	22,420	23,230	24,210	25,310	26,450	27,640	28,880	30,180
County Share	(1,060)	(1,120)	(1,160)	(1,210)	(1,270)	(1,320)	(1,380)	(1,440)	(1,510)
Franchise Fee	2,450	2,360	2,460	2,480	2,540	2,610	2,680	2,750	2,820
Business License	4,380	3,370	3,490	3,490	3,610	3,740	3,870	4,010	4,150
Other Taxes	3,080	3,460	2,970	3,050	3,360	3,650	3,700	3,760	3,820
Interest	60	180	180	90	90	100	110	120	130
Other Revenues-(Disc.)	190	180	240	130	130	130	130	130	130
<u>Non-Discretionary</u>									
Community Facility Fee	1,570	1,850	2,080	2,110	2,290	2,470	2,650	2,840	3,030
Sales Tax-(Public Safety)	310	300	320	320	370	380	390	400	410
Other Lic & Permits	110	100	90	110	110	110	110	110	110
Fines & Forfeitures	230	200	190	200	210	210	210	210	210
Building Rentals	50	50	40	50	50	50	50	50	50
State Subvention-Gas Tax	1,100	1,110	1,260	1,320	1,470	1,500	1,530	1,560	1,590
Grants	2,320	2,080	1,070	5,590	2,190	1,970	1,640	640	640
From Other Agencies	380	660	920	810	830	840	850	860	870
Current Services	1,740	1,660	1,620	1,630	1,650	1,670	1,690	1,720	1,750
Landscape Maint. Charges	3,070	3,570	3,840	3,980	4,040	4,100	4,160	4,220	4,280
Other Revenues-(Non-Disc.)	120	260	270	170	170	170	170	170	170
Impact/Rental Fees	1,570	1,630	1,700	1,760	1,830	1,860	1,890	1,920	1,950
Admin Charges	3,880	4,120	4,150	4,290	4,370	4,460	4,550	4,640	4,730
Total Revenues	69,960	73,230	75,260	82,700	82,830	86,030	88,950	91,310	94,790

Revenue Assumptions (dollars in dollars)

AGENDA ITEM NO. 6.

PROPERTY TAXES:	ANNUAL INCREASE	INCREASE IN ASSESSED VALUE	CITY TAX RATE (Before reductions)		
	1.04%	\$381,000,000	18.63% of 1%		
Note: FY20/21 Annual Increase=1.036% Increase in AV above is based on 800 residential units					
	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
PROPERTY TAX GROWTH %:	PROJECTED	1.04%	2.00%	2.00%	2.00%
PROPERTY TAX IN LIEU-VLF:	INCREASE BY ASSESSED VALUE GROWTH		4.30%	(Based on 800 units)	
COMMUNITY FACILITY FEE:	2/3 OF NEW RES UNITS PER YR	540	ANNUAL FEE: \$260	INCREASE BY: 1.49%	
SALES TAX:	3 YEAR CPI	SALES TAX RATE	POPULATION GROWTH	PER CAPITA \$ PER YEAR	
	1.49%	1.00%	3,000 PER YEAR	\$195	
COUNTY SHARE:	5.00% OF GROSS SALES TAX		(Based on 800 units)		
	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
SALES TAX GROWTH %:	PROJECTED	4.5%	4.5%	4.5%	4.5%
FRANCHISE TAX:	3 YEAR CPI	NEW RES UNITS PER YEAR	FEE OF GROSS	PARTICIPATION %	P G & E
	1.49%	800	1.00%	50.00% Comcast/AT&T	\$250 Per Unit per Mo
				\$70 Per Unit per Month	
Note: 3 year average for residential units is 1110, 5 year average is 1000 ,10 year average is 825 units					
BUSINESS LICENSE:	INCREASE	1.49%	THREE YR CPI	2.00%	NEW BUSINESSES
OTHER TAXES:	Includes Transient Occupancy Tax, Cardroom Fees, and Real Property Transfer Tax				
	THREE YR CPI	1.49%			
FINES AND FORFEITURES:	PARKING AND VEHICLE	\$207,000	BASED ON THREE YEAR AVERAGE		
INTEREST:	RATE ->>	1.00%	ON PRIOR YEAR'S BALANCE		
BUILDING RENTALS:	INCREASE ANNUALLY BY: 2.00%				
STATE SUBVENTIONS:	GAS TAX	POPULATION GROWTH			
	PER CAPITA	\$10.60	3,000 PER YEAR	(Based on 800 units)	
Gas Tax Per Capita based on last year actuals					
GRANTS:	\$640,000	THREE YEAR AVERAGE OF ONGOING GRANTS			
CURRENT SERVICES:	INCREASE BY THREE YEAR CPI AVERAGE		1.49%		
OTHER REVENUES:	INCREASE BY THREE YEAR CPI AVERAGE		1.49%		
IMPACT/RENTAL FEES:	BASED ON ADD'L ROUTES PROJECTED IN THE ENTERPRISE FUND AND INCREASE BY 3 YEAR CPI AVERAGE				
ADMIN CHARGES:	INCREASE	2.00%	PER YEAR		

General Fund - Financial Forecast (dollars in thousands)

EXPENDITURES	ACTUALS			ESTIMATED	PROJECTED				
	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26
PUBLIC SAFETY									
Salaries									
Police-CPOA	9,120	10,040	9,820	9,820	10,460	10,940	11,440	11,950	12,480
Fire	5,490	5,610	5,750	6,550	7,470	7,620	7,770	7,930	8,090
Public Safety-Management Dispatchers	3,020	2,910	3,080	3,220	3,280	3,350	3,420	3,490	3,560
Police-Non CPOA	3,570	3,620	3,780	4,290	4,380	4,470	4,560	4,650	4,740
Fire-Non Firefighters	260	200	200	290	300	310	320	330	340
Overtime									
Overtime-Police	2,160	2,650	2,730	2,850	2,850	2,850	2,850	2,850	2,850
Overtime-Fire	2,450	2,250	1,470	3,340	1,610	1,610	1,610	1,610	1,610
Extra Help	690	740	730	830	830	830	830	830	830
Benefits									
Health	3,250	3,300	3,380	3,590	4,050	4,420	4,820	5,250	5,720
Retirement	6,230	7,030	8,070	9,210	10,720	11,430	11,990	12,540	12,800
Other	2,870	2,770	2,810	3,250	3,450	3,520	3,590	3,660	3,730
SMS	10,080	10,240	11,940	11,990	13,320	12,700	12,620	12,590	12,760
Capital Outlay	540	670	660	830	350	350	360	360	370
Total Public Safety	49,730	52,030	54,420	60,060	63,070	64,400	66,180	68,040	69,880
PUBLIC UTILITIES									
Salaries	2,000	2,200	2,230	2,410	2,550	2,600	2,650	2,700	2,750
Overtime	110	110	110	100	100	100	100	100	100
Extra Help	60	20	20	40	40	40	40	40	40
Benefits									
Health	450	510	500	550	610	660	710	770	830
Retirement	270	340	390	480	550	540	560	580	560
Other	350	440	370	370	380	390	400	410	420
SMS	5,710	6,310	6,400	6,660	6,900	6,910	6,970	7,070	7,180
Capital Outlay	40	60	30	70	30	30	30	30	30
Total Public Utilities	8,990	9,990	10,050	10,680	11,160	11,270	11,460	11,700	11,910
GENERAL GOVERNMENT									
Salaries	3,010	3,150	3,430	3,620	3,690	3,760	3,840	3,920	4,000
Overtime	10	10	10	20	20	20	20	20	20
Extra Help	330	420	370	330	330	330	330	330	330
Benefits									
Health	570	610	650	690	750	810	870	940	1,020
Retirement	430	540	670	770	850	830	870	900	880
Other	200	210	230	250	260	270	290	310	340
SMS	2,880	3,380	2,980	3,510	3,490	3,560	3,440	3,630	3,540
Capital Outlay	20	10	20	20	10	10	10	10	10
Total General Government	7,450	8,330	8,360	9,210	9,400	9,590	9,670	10,060	10,140
Total Expenditures	66,170	70,350	72,830	79,950	83,630	85,260	87,310	89,800	91,930

Expenditure Assumptions (dollars in thousands)

AGENDA ITEM NO. 6.

SALARIES:		<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
<u>POLICE-CPOA</u>	7/1	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
SALARY BASE		\$9,650	\$10,020	\$10,670	\$11,160	\$11,670	\$12,190
Additional Officers-Salary		\$170	\$440	\$270	\$280	\$280	\$290
Number of Additional Officers		2	5	3	3	3	3
Additional Non-Sworn Positions		0	0	0	0	0	0
Total Sworn Officer Positions		102	107	110	113	116	119
<u>FIRE</u>	7/1	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
SALARY BASE		\$6,350	\$7,470	\$7,620	\$7,770	\$7,930	\$8,090
Additional Firefighter-Salary		\$200	\$0	\$0	\$0	\$0	\$0
Number of Addl Firefighters		9	0	0	0	0	0
Total Sworn Positions		72	72	72	72	72	72
<u>PUBLIC UTILITIES</u>	7/1	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
SALARY BASE		\$2,410	\$2,460	\$2,600	\$2,650	\$2,700	\$2,750
Additional Salaries-Park/Street		\$0	\$90	\$0	\$0	\$0	\$0
Addl Park/Street employees		0	1	0	0	0	0
<u>GENERAL GOVT</u>	7/1	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
<u>MANAGEMENT</u>	7/1	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
OVERTIME:	INCREASE BY PREVIOUS THREE YEAR CPI				1.49%		
EXTRA HELP:	FLAT FOR NEXT FIVE YEARS						
HEALTH:	INCREASE PER YEAR				8.0%		
(PERS ESTIMATE)							
RETIREMENT:		<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
POLICE-SAFETY		49.600%	53.500%	55.500%	56.300%	57.000%	56.700%
DISPATCHERS		28.100%	29.500%	28.700%	29.200%	29.500%	28.600%
FIRE		49.600%	53.500%	55.500%	56.300%	57.000%	56.700%
PUBLIC UTILITIES		28.100%	29.500%	28.700%	29.200%	29.500%	28.600%
GENERAL GOVERNMENT		28.100%	29.500%	28.700%	29.200%	29.500%	28.600%
MANAGEMENT		28.100%	29.500%	28.700%	29.200%	29.500%	28.600%
PERS EE COST SHARING -MISC		-8.400%	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%
PERS EE COST SHARING -SAFETY		-8.000%	-8.000%	-8.000%	-8.000%	-8.000%	-8.000%
WORKERS COMP:	Police-CPOA	12.17%	12.00%	12.00%	12.00%	12.00%	12.00%
(included in other benefits)	Fire	3.35%	3.00%	3.00%	3.00%	3.00%	3.00%
	Mgmt & Admin	1.30%	1.00%	1.00%	1.00%	1.00%	1.00%
	Public Utility	11.41%	11.00%	11.00%	11.00%	11.00%	11.00%
OTHER BENEFITS:	Previous year's amount increased by contracted and estimated salary increases. Includes 2% of non-safety salaries for deferred comp, 1% of total salaries for sick leave incentive, 1.45% for medicare and 1% for other benefits.						
OTHER SMS:	AVERAGE CPI					1.49%	
CAPITAL OUTLAY:	INCREASE BY 3 YEAR AVG CPI PER YEAR			1.49%			
	50% FOUR YEAR AVERAGE-PUBLIC SAFETY			\$340			
	50% FOUR YEAR AVERAGE-PUBLIC UTILITIES			\$30 + ADDITIONAL EQUIP FOR NEW EMPLOYEES			
	50% FOUR YEAR AVERAGE-GEN GOV'T			\$10			
CONTINGENCY RESERVE:	Maintain not less than 15% with a goal to reach 25% of total expenditures. See the Summary Sheet for reserve am						

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ENTERPRISE FUNDS

The purpose of the forecast for the Enterprise Funds is to provide the City Council and the City Manager with an early identification of financial trends along with the future financial costs of legislative and regulatory requirements, and the ability to respond appropriately. Enterprise Funds, by definition, are supported by rates set to recover the full cost of services, including capital outlays and debt service. The rate setting process requires advance planning, preparation of rate studies, a public hearing process, and a final decision to implement new rates if approved. This process can take up to six months to complete. For this reason, the forecast is a critical management tool for the City.

Further detail regarding each Enterprise Fund is discussed in the following pages. Annually, staff re-evaluates all enterprise operations to determine if any adjustments to rates are needed. At this time, water, sewer and community sanitation enterprise operations have increases approved sufficient to carry the operations through the forecast period, barring any unforeseen or catastrophic event. Once these rate increases meet their objectives, staff will begin to evaluate implementing smaller, more measured increases on an annual basis to avoid large one-time increases.

Water Enterprise

The Water Enterprise Fund is projected to have a working capital balance of approximately \$21 million at June 30, 2021. The City Council approved adjusted water rates in the Water Enterprise Fund beginning in June 2016 in order to comply with state legal requirements regarding a tiered water rate structure. The rate adjustment was revenue neutral. Council also approved a 3% annual increase that can be implemented when necessary to fund the increased cost to treat and distribute potable water within the City, capital improvements, and to provide debt service coverage for the 2013 Surface Water Treatment Plant bonds. The forecast reflects a 3% rate increase to water rates each of the five years in the projected forecast. The forecast also includes continued contributions to the reserves for the Sustainable Groundwater Management Act (SGMA) and for drought contingency through 2023/24. In 2020/21, there was a \$5 million down payment as required by the Firm Water Supply Agreement with the Fresno Irrigation District (FID). The remaining balance of \$30 million is anticipated to be paid by development impact fees in future years. In 2016/17, the Water Enterprise Fund received a legal settlement for Trichloropropane (TCP) treatment. The Water Enterprise Fund will be required to treat potable water for any TCP present, and a reserve for TCP treatment has been established for the treatment costs. The forecast includes an interfund loan of \$7.5 million in 2021/22 from the TCP reserves to General Services, and annual repayment of the loan beginning in 2022/23 for ten years. This loan will not affect the City's ability to treat for TCP during the term of the loan.

Water Enterprise - Financial Forecast (dollars in thousands)

	<u>Actual 2017/18</u>	<u>Actual 2018/19</u>	<u>Actual 2019/20</u>	<u>Estimated 2020/21</u>	<u>Projected 2021/22</u>	<u>Projected 2022/23</u>	<u>Projected 2023/24</u>	<u>Projected 2024/25</u>	<u>Projected 2025/26</u>
BEGINNING WORKING CAPITAL	22,120	22,520	26,840	28,090	20,970	19,400	18,200	17,460	17,690
<u>REVENUES</u>									
WATER CHARGES	16,430	17,040	17,820	17,740	18,300	18,970	19,660	20,370	21,100
DBCP-LEGAL SETTLEMENTS	240	240	260	220	170	170	170	170	170
TOTAL REVENUES	16,670	17,280	18,080	17,960	18,470	19,140	19,830	20,540	21,270
<u>EXPENDITURES</u>									
SALARIES	2,490	2,710	2,870	3,130	3,190	3,340	3,400	3,470	3,540
EXTRA HELP	0	0	0	30	30	30	30	30	30
OVERTIME	100	110	120	140	140	140	140	140	140
BENEFITS									
RETIREMENT	330	420	520	630	650	680	710	730	720
HEALTH	500	540	560	630	680	730	790	850	920
OTHER	460	530	480	460	510	530	540	550	560
SERVICES, MATERIALS & SUPPLIES	7,890	8,010	8,490	15,040	10,640	10,690	10,740	10,800	10,860
MEMBRANE REPLACEMENT	0	280	0	300	450	0	0	0	0
TCP TREATMENT	0	0	100	100	100	100	100	100	100
CAPITAL OUTLAY	880	1,210	1,290	2,150	1,580	1,600	1,620	1,640	1,660
TOTAL EXPENDITURES	12,650	13,810	14,430	22,610	17,970	17,840	18,070	18,310	18,530
<u>OTHER REVENUE AND EXPENSE</u>									
INTEREST/RENTAL/GRANTS	620	1,070	2,050	630	630	750	750	750	750
	620	1,070	2,050	630	630	750	750	750	750
TRANSFERS-OUT (CAPITAL)	(2,390)	0	(3,550)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
WATER BANKING LOAN TO DEV FUND	0	1,500	1,250	0	0	0	0	0	0
INTERFUND LOAN TO GENERAL SERVICES	0	0	0	0	(7,500)	770	770	770	770
CONTRIBUTION-SURFACE WTP	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(750)
MEMBRANE REPLACEMENT RESERVE	(100)	280	0	300	450	(100)	(100)	(100)	(100)
RESERVE FOR DROUGHT CONTINGENCY	(1,000)	(500)	(500)	(500)	(500)	(500)	(500)	0	0
RESERVE FOR SGMA	0	(750)	(1,000)	(1,250)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
RESERVE FOR TCP TREATMENT	0	0	100	100	7,600	(670)	(670)	(670)	(670)
ENDING WORKING CAPITAL	22,520	26,840	28,090	20,970	19,400	18,200	17,460	17,690	18,430
RESERVE FOR MEMBRANE REPLACEMENT	2,010	1,730	1,730	1,430	980	1,080	1,180	1,280	1,380
RESERVE FOR DROUGHT CONTINGENCY	4,500	5,000	5,500	6,000	6,500	7,000	7,500	7,500	7,500
RESERVE FOR SGMA	0	750	1,750	3,000	4,000	5,000	6,000	7,000	8,000
RESERVE FOR TCP TREATMENT	15,450	15,450	15,350	15,250	7,650	8,320	8,990	9,660	10,330

Water Enterprise - Revenue Assumptions (dollars in dollars)

Bi-monthly Meter Charges: Residential - \$23.90 Commercial - \$19.24

Residential Usage Rates: \$.98 per 1,000 gallons for 0 to 23,000 gallons, \$1.63 per 1,000 gallons for 23,000 - 40,000 gallons, \$2.00 per 1,000 gallons above 40,000 gallons. Dwelling unit charge \$11.95 per month (\$23.90 bi-monthly).

Commercial Usage Rates: \$.98 per 1,000 gallons 0 to 23,000 gallons, \$1.33 per 1,000 gallons over 23,000 gallons. Monthly charge from \$9.62 (1") to \$975.05 (10").

Current Charges: INCREASED EACH YEAR BY THE AVERAGE INCREASE OF THE PREVIOUS THREE YEARS

		<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Rate Increase:	7/1	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Rate Increase:	3% Based on Council approved annual rate increase unless not necessary.						
Interest:	1.00% OF PREVIOUS YEAR'S WORKING CAPITAL OR A MINIMUM OF \$10,000						

Water Enterprise - Expense Assumptions (dollars in thousands)

Salaries: CPWEA	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
7/1	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Salary Base	\$3,130	\$3,190	\$3,250	\$3,400	\$3,470	\$3,540
Additional Employee			\$85			

Extra Help: FLAT FOR NEXT FIVE YEARS

Overtime: FLAT FOR NEXT FIVE YEARS

Retirement:	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
	28.100%	29.500%	28.700%	29.200%	29.500%	28.600%
PERS Cost Sharing:	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%

Health:	INCREASE PER YEAR				8.00%	
Other Benefits:	-WORKERS COMP		11.000% FOR CPWEA		1.00% FOR ADMIN	
	-MEDICARE		1.450% OF SALARIES			
	-DEF COMP/SICK LEAVE INC		5.250% OF SALARIES			

Other SMS: INCREASE BY CPI FOR FUTURE YEARS 1.49%
(Increase energy cost by 50% for the Surface Water Treatment Plant operation beginning in 2004/05)

Rental of the New Corp Yard-beginning 2002/03 \$320 per year

Capital Outlay: FOUR YEAR AVERAGE INCREASED BY CPI FOR FUTURE YEARS 1.49%

Transfers Out: FOR CAPITAL CONTRIBUTIONS FOR DISTRIBUTION SYSTEM IMPROVEMENTS
FOR LAND ACQUISITION DESIGN AND CONSTRUCTION OF RECHARGE FACILITIES-100%

Reserves: WELLHEAD TREATMENT CONTINGENCY ESTABLISHED FOR CLEANUP OF DBCP CONTAMINATION
MEMBRANE REPLACEMENT RESERVE ESTABLISHED FOR NEW MEMBRANE COSTS
DROUGHT CONTINGENCY ESTABLISHED FOR WATER PURCHASE DURING POSSIBLE DROUGHT
TCP TREATMENT RESERVE FOR TREATMENT CAPITAL AND O&M
SUSTAINABLE GROUNDWATER MANAGEMENT ACT RESERVE

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Sewer Enterprise

The Sewer Enterprise Fund is projected to have a working capital balance of approximately \$23.5 million at June 30, 2021. The City Council approved a series of rate increases for the Sewer Enterprise Fund beginning August 1, 2010. Rate increases are driven by the rising cost of treatment and capital improvements at the Regional Treatment facility as well as the increase in the costs to operate new pump stations, the Sewer Treatment Water Reuse Facility (ST-WRF), and to meet bond covenants normally borne by development fees which are projected to be insufficient to meet the City's obligations in a portion of the forecast period. The Sewer Fund reflects continuing capital improvements at the Regional Treatment facility and increased operational costs; however, a 3% rate increase is not necessary for the forecast period because the sewer fund is projected to be balanced with adequate reserves. An interfund loan is shown in each year of the forecast because it is projected that the collection of Development Impact fees for Sewer Major Facilities will be insufficient to cover the debt service payments. There remains sufficient funds in the bond charge fund balance collected in the prior year to continue the full \$7.30 per month rebate to customers for the next two years. The forecast projects a decrease in the rebate beginning in 2023/24 through the remaining years of the forecast. The ability to continue to rebate funds back to ratepayers will be monitored closely throughout the forecast period.

Sewer Enterprise - Financial Forecast (dollars in thousands)

	<u>Actual 2017/18</u>	<u>Actual 2018/19</u>	<u>Actual 2019/20</u>	<u>Estimated 2020/21</u>	<u>Projected 2021/22</u>	<u>Projected 2022/23</u>	<u>Projected 2023/24</u>	<u>Projected 2024/25</u>	<u>Projected 2025/26</u>
BEGINNING WORKING CAPITAL	19,500	19,510	20,830	25,840	23,490	19,290	18,300	16,990	17,560
<u>REVENUES</u>									
SEWER CHARGES	12,440	13,100	13,500	13,580	14,310	14,560	14,810	15,060	15,310
PRETREATMENT CHARGES	50	50	50	50	50	50	50	50	50
TOTAL REVENUES	12,490	13,150	13,550	13,630	14,360	14,610	14,860	15,110	15,360
<u>EXPENDITURES</u>									
SALARIES	810	860	950	1,030	1,050	1,160	1,180	1,200	1,220
EXTRA HELP	0	0	0	10	10	10	10	10	10
OVERTIME	10	10	10	20	20	20	20	20	20
BENEFITS									
RETIREMENT	100	130	170	200	200	240	250	250	250
HEALTH	130	140	150	170	180	190	210	230	250
OTHER	90	160	160	140	240	180	190	190	190
SERVICES, MATERIALS & SUPPLIES	3,600	3,710	4,000	4,890	4,960	5,030	5,100	5,170	5,240
FRESNO TREATMENT PLANT	2,550	2,770	3,060	3,500	3,800	3,860	3,920	3,980	4,040
CLOVIS TRMT/REUSE PLANT (ST-WRF)	2,090	2,270	2,300	2,450	2,720	2,790	2,860	2,930	3,000
DEBT SERVICE	1,230	1,220	1,220	1,240	1,250	1,250	1,250	0	0
CAPITAL	20	720	170	360	60	60	60	60	60
CAPITAL-FRESNO PLANT IMPROVEMENTS	1,120	330	320	2,210	2,900	2,840	1,050	410	500
TOTAL EXPENDITURES	11,750	12,320	12,510	16,220	17,390	17,630	16,100	14,450	14,780
<u>OTHER REVENUE AND EXPENSE</u>									
INTEREST	480	830	1,400	710	370	320	300	280	290
GRANTS/MISC/SALE OF ASSETS/REFUNDS	30	330	390	400	30	30	30	30	30
BOND COVERAGE CHARGES/(REBATE)	0	880	1,850	0	0	0	920	1,850	1,850
	510	2,040	3,640	1,110	400	350	1,250	2,160	2,170
TRANSFERS IN-DEBT SERVICE	430	430	430	430	430	430	430	0	0
TRANSFERS OUT-CAPITAL	0	0	0	(200)	(200)	(200)	(200)	(200)	(200)
FROM DEVELOPER-PLANT CAPITAL IMPROV	270	220	400	400	450	450	450	450	450
INTERFUND (LOANS)/REPAYMENT	(1,440)	(1,700)	0	(1,000)	(1,500)	(1,500)	(1,500)	(2,000)	(2,000)
(INC)/USE OF FRESNO PLANT CAP RESERVE	(500)	(500)	(500)	(500)	(750)	2,500	(500)	(500)	(500)
ENDING WORKING CAPITAL	19,510	20,830	25,840	23,490	19,290	18,300	16,990	17,560	18,060
RESERVE FOR FRESNO PLANT CAPITAL	500	1,000	1,500	2,000	2,750	250	750	1,250	1,750
RESERVE FOR RATE STABILIZATION	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000

Sewer Enterprise - Revenue Assumptions (dollars in dollars)

AGENDA ITEM NO. 6.

Current Charges:	Population Increase 3,000	New Units Per Year 800	Additional Commercial \$42,000	Residential: 2019/20 Per Unit Per Month \$22.11	Bond Charge Per Unit Per Month \$7.30	Pretreatment Per Unit Per Month \$0.06	
Rate Rebate:	\$ (7.30) Beginning FY 20/21						
Rate Increase:*		<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Percentage		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Revised Monthly Rate		\$22.11	\$22.11	\$22.11	\$22.11	\$22.11	\$22.11
Interest:	1.00%	OF PREVIOUS YEAR'S WORKING CAPITAL					

* **Rate Increase:** Note: The Council can approve up to a 3% annual rate increase if deemed necessary.

Sewer Enterprise - Expense Assumptions (dollars in thousands)

Salaries: (CPWEA)	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
7/1	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
SALARY BASE	\$1,030	\$1,050	\$1,070	\$1,180	\$1,200	\$1,220
Additional employee			\$85			
Extra Help:	FLAT FOR NEXT FIVE YEARS					
Overtime:	FLAT FOR NEXT FIVE YEARS					
Retirement:	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
	28.100%	29.500%	28.700%	29.200%	29.500%	28.600%
PERS Cost Sharing:	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%
Health:	INCREASE PER YEAR			8.00%		
Other Benefits:	-RETIREMENT		28.100%	OF EXTRA HELP		
	-WORKERS COMP		11.000%	FOR CPWEA		1.00% FOR ADMIN
	-MEDICARE		1.450%	OF SALARIES		
	-DEF COMP/SICK LEAVE INC/OTHER		5.250%	OF SALARIES		
Other SMS:	INCREASE BY AVERAGE CPI FOR PREVIOUS 3 YEARS				1.49%	
	Rental of the New Corp Yard-Beginning in 2002/03				\$320	
	Clovis Treatment/Reuse Plant Operations-Beginning 1/1/2009				\$1,000	
Regional Treatment Plant:	Annual payment for original plant buy-in plus O&M costs. Adjusted for average 3 year CPI and per capita amount				1.49%	
Debt Service:	Fresno/Clovis Regional WWTP Renovation 96/97 - 2023				\$1,250	
Capital Outlay:	FUTURE YEARS @				\$60	
	- ADJUSTED BY 3 YEAR AVERAGE CPI				1.49%	
Cap-Plant Improvements:	Based on estimates from the City of Fresno for sewer main and plant refurbishments					
Transfers In-Debt Service:	In from Major Facilities-34.57% of debt service for 1993 WWTP Renovation				\$427	
Transfers Out:	Out for on-going capital improvements-per Five Year CIP					
Interfund Loans:	Temporary cash loans to conform with various bond covenants					

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Community Sanitation Enterprise

The Community Sanitation Enterprise Fund is projected to finish the current fiscal year with a working capital balance of approximately \$9 million at June 30, 2021. A 4% annual increase, or portion thereof, was approved by Council in November 2004 to be implemented as necessary. In 2020/21, the Council implemented a refuse rate increase of 4%. An increase of 3% is necessary in 2021/22 to keep the fund stable with appropriate reserves and increases of 2% are projected thereafter for the remainder of the forecast period. To keep pace with the recycling and green waste contract increases, the approved 4% annual increase is projected for these operations. In 2021/22, staff anticipates preparing a recommendation for Council to consider approval to conduct a proposition 218 election in the fall of 2021 to increase rates for Street Sweeping charges which are currently set in the City of Clovis Municipal Code at \$2.25 per month and have been fixed at that level since January 1, 2004. Street Sweeping revenues are not meeting expenditures and the Refuse Fund is providing support to keep the operations financially stable. Increases in Street Sweeping charges may be offset by equal monetary decreases to the refuse charge which would be realized as a lesser rate increase in future years. The forecast reflects an increase in closure and post closure costs identified in the revised Joint Technical Document (JTD) dated March 2017 prepared in agreement with the California Department of Resources Recycling and Recovery (CalRecycle) and the California Regional Water Quality Control Board (RWQCB).

CITY OF CLOVIS

Community Sanitation - Financial Forecast (dollars in thousands)

	<u>Actual 2017/18</u>	<u>Actual 2018/19</u>	<u>Actual 2019/20</u>	<u>Estimated 2020/21</u>	<u>Projected 2021/22</u>	<u>Projected 2022/23</u>	<u>Projected 2023/24</u>	<u>Projected 2024/25</u>	<u>Projected 2025/26</u>
BEGINNING WORKING CAPITAL	12,080	12,940	13,860	12,420	9,040	8,140	7,790	7,900	8,250
<u>REVENUES</u>									
REFUSE CHARGES	14,260	14,990	15,390	15,940	16,840	17,340	17,850	18,370	18,910
RECYCLING CHARGES	1,850	1,720	1,780	1,830	1,920	2,020	2,120	2,220	2,330
GREEN WASTE CHARGES	1,940	2,080	2,220	2,280	2,360	2,480	2,610	2,740	2,880
STREET SWEEPING CHARGES	1,150	1,180	1,210	1,230	1,250	1,260	1,270	1,280	1,290
TOTAL REVENUES	19,200	19,970	20,600	21,280	22,370	23,100	23,850	24,610	25,410
<u>EXPENDITURES</u>									
SALARIES	2,840	3,180	3,380	3,720	3,800	3,970	4,040	4,120	4,200
EXTRA HELP	30	60	40	80	80	80	80	80	80
OVERTIME	240	330	380	330	350	350	350	350	350
BENEFITS									
RETIREMENT	380	500	630	750	760	810	840	870	850
HEALTH	580	670	710	790	860	930	1,000	1,080	1,170
OTHER	530	700	610	590	630	660	670	690	700
SERVICES, MATERIALS & SUPP.	7,570	8,380	8,670	9,850	10,000	10,150	10,300	10,450	10,610
RECYCLING	1,410	1,470	1,540	1,680	1,740	1,790	1,850	1,910	1,970
GREEN WASTE PROGRAM	1,680	1,770	1,860	1,950	2,020	2,090	2,160	2,230	2,300
STREET SWEEPING	1,600	1,730	1,700	1,740	1,770	1,800	1,830	1,860	1,890
LANDFILL CLOSURE	250	260	240	290	290	290	290	290	290
CAPITAL	550	1,180	1,890	1,000	800	500	500	500	500
LANDFILL IMPROVEMENTS	550	80	900	2,250	500	400	200	200	200
LANDFILL DEBT SERVICE	560	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES	18,770	20,310	22,550	25,020	23,600	23,820	24,110	24,630	25,110
<u>OTHER REVENUE AND EXPENSE</u>									
INTEREST	190	300	320	180	150	140	140	140	150
GRANTS/MISC/SALE OF ASSETS	30	80	40	30	30	30	30	30	30
	220	380	360	210	180	170	170	170	180
TRANSFERS	210	880	150	150	150	200	200	200	200
ENDING WORKING CAPITAL	12,940	13,860	12,420	9,040	8,140	7,790	7,900	8,250	8,930
RESERVE FOR CLOSURE	3,780	4,040	4,280	4,570	4,860	5,150	5,440	5,730	6,020
RESERVE FOR LIABILITY INS	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000

Note: Maintain minimum ending working capital at 15% of expenditures or the bond covenant requirements.

Community Sanitation - Revenue Assumptions (dollars in dollars)

Current Charges:		New Units Per Year 800	19/20 Avg Unit Per Month \$25.06	Recycling Per Month \$4.10	Green Waste Per Month \$6.01	Street Cleaning Per Month \$2.25	
Additional Commercial Annual Revenue ----->		\$35,000					
		<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Rate Increase/(Decrease):	7/1	4.0%	3.0%	2.0%	2.0%	2.0%	2.0%
Adjusted Monthly Rate:		\$25.06	\$25.81	\$26.33	\$26.85	\$27.39	\$27.94

Rate Increase: Based on Council approved 4% annual rate increase unless not necessary.
Green Waste/Recycling: Based on current year charges, increased by new unit growth and projected rate increases of 4% per year.
Street Cleaning: Based on current year charges, increased by new unit growth.
Interest: 1.00% OF PREVIOUS YEAR'S WORKING CAPITAL

Community Sanitation - Expense Assumptions (dollars in thousands)

Salaries: (CPWEA)		<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
	7/1	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Salary Base:		\$3,720	\$3,800	\$3,880	\$4,040	\$4,120	\$4,200
Additional Personnel: Res/Comm				\$85			
Extra Help:	\$90 for Operations per year						
Overtime:	FLAT FOR FUTURE YEARS						
				(PERS ESTIMATE)			
Retirement:		<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
		28.100%	29.500%	28.700%	29.200%	29.500%	28.600%
PERS Cost Sharing:		-8.400%	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%
Health:	INCREASE PER YEAR					8.00%	
Other Benefits:	-WORKERS COMP		11.000%		FOR CPWEA	1.00% FOR ADMIN	
	-MEDICARE		1.450%		OF SALARIES		
	-DEF COMP/SICK LEAVE/OTHER		5.250%		OF SALARIES		
Other SMS:	INCREASE BY AVERAGE CPI FOR PREVIOUS 3 YEARS					1.49%	
	Rental of the Corp Yard beginning 2002/03					\$320 per year	
Capital Outlay:	Flat for future years (with the exception of FY 2020/21 and FY 2021/22)					\$500	
	Adjusted by 3 year average CPI					1.49%	
Transfers:	In-For Toters			\$200 /year			
Reserve For Closure:	FROM 98/99, INCREASE BY 3 YEAR AVERAGE CPI					1.49%	

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Transit Enterprise

The Transit Fund shows no net position in the near-term as a result of the revenue recognition policy changing for State and Local Transportation Funds (LTF). The State and Local Transportation Funds are required to be deferred until the funds are spent. The deferral is projected to decline in the fiscal year 2020/21 due to the construction of a transit center. Starting in the fiscal year 2021/22 the deferred revenue is projected to continue to increase and to be spent on future operating and capital needs. Furthermore, an additional funding source provided by SB1 legislation has become available for operation and capital expenses. Adjustments for this additional funding will be made over the next year. With funding for Transit constantly in flux due to State budget issues, the types and levels of funding will be closely monitored to make any necessary adjustments to current service levels should the need arise.

CITY OF CLOVIS

Transit - Financial Forecast (dollars in thousands)

	<u>Actual 2017/18</u>	<u>Actual 2018/19</u>	<u>Actual 2019/20</u>	<u>Estimated 2020/21</u>	<u>Projected 2021/22</u>	<u>Projected 2022/23</u>	<u>Projected 2023/24</u>	<u>Projected 2024/25</u>	<u>Projected 2025/26</u>
BEGINNING WORKING CAPITAL	2,890	240	60	(150)	0	0	0	0	0
<u>REVENUES</u>									
MEASURE C FUNDS	1,460	1,540	1,520	1,680	1,760	1,850	1,940	2,040	2,140
LOCAL TRANSPORTATION FUNDS (LTF)	3,940	4,160	4,320	4,030	6,150	4,690	4,540	4,610	4,680
STATE TRANSIT ASSISTANCE (STA)	640	1,290	200	3,750	1,920	580	820	810	800
OTHER (Fares, Advertising, Trolley Rents)	230	190	190	50	50	50	50	50	50
TOTAL REVENUES	6,270	7,180	6,230	9,510	9,880	7,170	7,350	7,510	7,670
<u>EXPENDITURES</u>									
SALARIES	1,290	1,410	1,440	1,720	1,750	1,790	1,830	1,870	1,910
EXTRA HELP	830	890	970	970	1,020	1,040	1,060	1,080	1,100
OVERTIME	110	70	50	70	70	70	70	70	80
BENEFITS									
RETIREMENT	170	220	270	340	380	360	380	390	390
HEALTH	270	300	320	380	410	440	480	520	560
OTHER	380	520	510	550	500	510	530	540	540
SERVICES, MATERIALS & SUPPLIES	2,410	2,880	2,470	2,820	3,050	2,960	3,000	3,040	3,090
CAPITAL-OTHER	180	90	410	130	70	0	0	0	0
CAPITAL-BUSES	620	1,020	0	700	0	400	400	0	0
TOTAL EXPENDITURES	6,260	7,400	6,440	7,680	7,250	7,570	7,750	7,510	7,670
<u>OTHER REVENUE AND EXPENSE</u>									
INTEREST/GRANTS/MISC	180	40	50	720	0	400	400	0	0
	180	40	50	720	0	400	400	0	0
TRANSFERS- OUT (TRANSIT CENTER)	0	0	(50)	(2,400)	(2,630)	0	0	0	0
DEFERRED REVENUE ADJUSTMENT	(2,840)								
ENDING WORKING CAPITAL	240	60	(150)	0	0	0	0	0	0
DEFERRED REVENUE	2,660	3,290	5,200	3,260	1,030	1,390	1,750	2,140	2,550

Transit- Revenue Assumptions

Transit Revenue: Measure C revenue is projected to grow by the prior 3 year average increase in revenue 4.90%
 LTF revenue is projected to grow by the 3 year average CPI 1.49%
 Beginning in 2014/15 100% of LTF revenue will be allocated to Transit.
 Beginning in 2015/16 State Transit Assistance revenue must be used for capital purposes only.
 Other revenue is projected to grow by the 3 year average CPI 1.49%

Interest: 1.00% OF PREVIOUS YEAR'S WORKING CAPITAL

Deferred Revenue Adjustment: CHANGE IN REVENUE RECOGNITION RELATED TO LTF AND STA TRANSPORTATION FUNDING

Transit- Expense Assumptions

Salaries:	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
7/1	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Salary Base:	\$1,720	\$1,750	\$1,790	\$1,830	\$1,870	\$1,910
Additional Personnel:						
Extra Help:	INCREASE 5% PER YEAR FOR ADDITIONAL DEMAND IN ROUNDUP TRANSIT SERVICES					
Overtime:	INCREASE BY PREVIOUS THREE YEAR CPI					1.49%
	(PERS ESTIMATE)					
Retirement:	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
	28.100%	29.500%	28.700%	29.200%	29.500%	28.600%
PERS Cost Sharing:	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%
Health:	INCREASE PER YEAR			8.00%		
Other Benefits:	-WORKERS COMP			11.410% OF SALARIES		1.300% FOR ADMIN
	-MEDICARE			1.450% OF SALARIES and EXTRA HELP		
	-DEFERRED COMP/SICK LEAVE INCENTIVE/OTHER			5.250% OF SALARIES		
Other SMS:	INCREASE BY AVERAGE PREVIOUS 3 YEAR CPI					1.49%
Capital Outlay:	BASED ON BEST ESTIMATES FOR BUSES AND OTHER ADJUSTED BY 3 YEAR AVERAGE CPI					1.49%

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Planning and Development Services Enterprise

The Planning and Development Services (PDS) Enterprise Fund was separated from the General Fund in 2012/13. This allows for services to be adjusted as demand fluctuates. The 2020/21 forecast estimates 1,100 units (900 single-family/200 multi-family) to be constructed this year. Starting in 2021/22, the forecast utilizes the historical average of 800 units per year. Commercial activity in 2020/21 is still aggressive and is expected to continue at this pace through 2021/22. The Building Department revenue fluctuates based on construction valuation of the different projects; dwelling unit numbers are just one indicator. The PDS Fund is projected to finish the 2020/21 fiscal year with a working capital balance of \$9.6 million. In addition, if needed, PDS has the ability to shift staff resources from its development review unit to its community investment unit, should development activity dramatically slow down. The forecast reflects that the PDS operation will continue to maintain a prudent reserve that allows for immediate adjustments, should they become necessary.

CITY OF CLOVIS

Planning & Development Services - Financial Forecast (dollars in thousands)

RESIDENTIAL UNITS PER YEAR	1,350	848	1,119	1,100	800	800	800	800	800
	<u>Actual 2017/18</u>	<u>Actual 2018/19</u>	<u>Actual 2019/20</u>	<u>Estimated 2020/21</u>	<u>Projected 2021/22</u>	<u>Projected 2022/23</u>	<u>Projected 2023/24</u>	<u>Projected 2024/25</u>	<u>Projected 2025/26</u>
BEGINNING WORKING CAPITAL	5,730	6,960	7,660	9,090	9,620	9,620	9,640	9,520	9,250
<u>REVENUES</u>									
BUILDING PERMITS	3,320	3,260	3,830	4,450	4,250	4,090	4,150	4,210	4,270
PLANNING FEES	2,050	1,730	1,800	1,780	1,760	1,790	1,820	1,850	1,870
GENERAL PLAN CONSULTANT	160	170	260	460	1,530	1,730	2,280	1,230	930
ENGINEERING FEES	2,440	2,730	3,160	2,930	2,830	2,800	2,840	2,880	2,920
CAPITAL IMPROVEMENT CHARGES	1,770	2,600	2,650	2,440	2,630	2,700	2,740	2,780	2,820
TOTAL REVENUES	9,740	10,490	11,700	12,060	13,000	13,110	13,830	12,950	12,810
<u>EXPENDITURES</u>									
SALARIES	3,880	4,490	5,040	5,480	5,750	5,870	5,990	6,110	6,230
EXTRA HELP	450	440	350	170	170	170	170	170	170
OVERTIME	140	120	140	60	60	60	60	60	60
BENEFITS									
RETIREMENT	520	700	900	1,100	1,250	1,230	1,280	1,330	1,290
HEALTH	640	850	850	930	1,020	1,100	1,190	1,290	1,390
OTHER	400	480	490	520	530	540	550	560	570
SERVICES, MATERIALS & SUPPLIES	2,680	2,720	2,600	3,750	3,220	2,980	3,020	3,060	3,110
GENERAL PLAN CONSULTANT	160	170	260	460	1,530	1,730	2,280	1,230	930
CAPITAL	20	40	10	40	30	10	10	10	10
TOTAL EXPENDITURES	8,890	10,010	10,640	12,510	13,560	13,690	14,550	13,820	13,760
<u>ADDITIONAL ITEMS</u>									
INTEREST	110	230	270	150	150	100	100	100	90
OTHER REVENUES/GRANTS	100	50	70	760	200	200	200	200	200
TRANSFERS FROM GENERAL FUND	300	300	300	300	300	300	300	300	300
TOTAL ADDITIONAL ITEMS	510	580	640	1,210	650	600	600	600	590
NET INC/(DEC) TO WORKING CAPITAL	1,360	1,060	1,700	760	90	20	(120)	(270)	(360)
<u>OTHER ITEMS</u>									
(USE OF)/ADDITION TO EMERGENCY RESERVE	130	360	270	230	90	0	0	0	0
ENDING WORKING CAPITAL	6,960	7,660	9,090	9,620	9,620	9,640	9,520	9,250	8,890
Emergency Reserve - (Dollars)	1,640	2,000	2,270	2,500	2,590	2,590	2,590	2,590	2,590
Emergency Reserve as a % of Expenditures	18.4%	20.0%	21.3%	20.0%	19.1%	18.9%	17.8%	18.7%	18.8%

Planning & Development Services - Revenue Assumptions (dollars in dollars)

	<u>2019/20 (Act.)</u>	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Residential Units Per Year:	1,119	1,100	800	800	800	800	800
Non-Residential %:	21%	50%	50%	45%	40%	35%	35%
<i>Averages based on two years actuals and estimate to close</i>							
Average Permit Fees Per Unit:		<u>Building</u>	<u>Planning</u>	<u>Engineering</u>			
		\$2,700	\$1,200	\$2,100			
3 Year Average CPI:	1.49%						
	<u>2019/20 (Act.)</u>	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
Planning Program Fee (Staff):	\$1,270,000	\$1,300,000	\$1,120,000	\$1,140,000	\$1,170,000	\$1,190,000	\$1,210,000
Plan. Prgm. Fee (Consultant):	\$260,000	\$460,000	\$1,530,000	\$1,730,000	\$2,280,000	\$1,230,000	\$930,000
Other Planning Fees:	\$530,000	\$480,000	\$640,000	\$650,000	\$650,000	\$660,000	\$670,000
Total FY	\$2,060,000	\$2,240,000	\$3,290,000	\$3,520,000	\$4,100,000	\$3,080,000	\$2,810,000
Capital Improvement Charges:	BASED ON HOURLY RATE CHANGES (AS NEEDED)						
Interest:	1.00%	OF PREVIOUS YEAR'S WORKING CAPITAL					
Other Revenues:					1.49%		
Grants:	BASED ON AWARDED GRANTS						

Planning & Development Services - Expense Assumptions (dollars in thousands)

Salaries: (CPTA)	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
7/1	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Salary Base:	\$5,480	\$5,590	\$5,870	\$5,990	\$6,110	\$6,230
Additional Personnel:		\$160				
Extra Help:	(\$140)					
Overtime:	INCREASE BY AVERAGE CPI FOR PREVIOUS 3 YEARS					1.49%
				(PERS ESTIMATE)		
Retirement:	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
	28.100%	29.500%	28.700%	29.200%	29.500%	28.600%
PERS Cost Sharing:	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%
Health:	INCREASE PER YEAR					8.00%
Other Benefits:	INCREASE BY AVERAGE CPI FOR PREVIOUS 3 YEARS					1.49%
Other SMS:	INCREASE BY AVERAGE CPI FOR PREVIOUS 3 YEARS					1.49%
General Plan Consultant:	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>
General Plan Update & Housing Element	\$195	\$1,000	\$1,000	\$1,000		
Specific Plan Updates		\$100	\$450	\$850	\$300	
VMT Action Plan, Utility Plans & Engineering Studies		\$100			\$500	\$500
Ag Mitigation Study/Commercial Design Guides		\$100	\$50			
Park Master Plans - Specific Plan Areas				\$200	\$200	\$200
Misc. Services (Legal, Housing, Design, Engr)	\$265	\$230	\$230	\$230	\$230	\$230
Total FY	\$460	\$1,530	\$1,730	\$2,280	\$1,230	\$930
Capital Outlay:	BASED ON CAPITAL NEEDS PROJECTED FOR DEPARTMENT					
Transfers:	GENERAL FUND DISCRETIONARY FUNDING					\$300 PER YEAR

INTERNAL SERVICE FUNDS

The Internal Service Fund group is projected to be self-balancing throughout the Five-Year Forecast. Since the Internal Service Fund group is funded by charges to the operating funds, issues that will affect the Internal Service Funds are dealt with in conjunction with analysis of the impact on the operating funds. Each of the funds within the Internal Service Fund group is continually reviewed to determine where more cost effective programs and services can be utilized, and expenditure reductions have been made in recent years to reduce the impact of cost sharing on all other City operations.

DEBT SERVICE FUNDS

The Debt Service Fund group, out of necessity and legal obligation, will be fully funded in order to make the required debt payments.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: March 1, 2021

SUBJECT: Consider Approval – Res. 21-____, Approving the Contract Extension for Shelli Vinson as a Contract Extra Help Fire Inspector II in Accordance with Government Code Section 21224.

Staff: John Binaski, Fire Chief

Recommendation: Approve

ATTACHMENTS: 1. Res. 21-____

CONFLICT OF INTEREST

None.

RECOMMENDATION

Staff recommends that the City Council approve extending the contract of Shelli Vinson, a CalPERS retired annuitant, in accordance with Government Code Section 21224 as a contract extra-help Fire Inspector II for state-mandated inspections, new construction evaluations and Prevention Bureau projects.

EXECUTIVE SUMMARY

The General Services Department requests authority to utilize the exception provided in Government Code section 21224 to extend the contract for a retired CalPERS employee for a limited duration, not to exceed one additional year, to fulfill the state requirement for mandated inspections, assist in new construction evaluation and other prevention related projects within the Fire Department.

BACKGROUND

On December 16, 2019, Council approved hiring Shelli Vinson to serve as an extra-help Senior Fire Prevention Officer for a period not to exceed one year in accordance with Government Code 21224 since multiple recruitments had failed to identify a viable candidate.

With the recent retirement of our Deputy Fire Marshal and the reorganization of the Fire Prevention Bureau, a vacancy for a Fire Inspector position now exists. In an effort to balance the workload and complete state mandated inspections until a new eligibility list through a

recruitment can be established, the Fire Chief has asked to extend the contract of the retired annuitant, Shelli Vinson on an extra-help basis for an additional year. The extra-help position will be renamed to Fire Prevention Officer II to match the job descriptions that were revised December 7, 2020, within the Fire Prevention Bureau. Ms. Vinson has more than 20 years of inspection experience necessary to fulfill the extra-help position.

Government Code Section 21224 allows local agencies to reinstate CalPERS retirees to a vacant position or as extra help where the work performed is of limited duration and the retiree is to perform tasks such as the elimination of backlogs, limited term special project work, or to do work in excess of what regular permanent staff can do. Until a new full-time Fire Inspector with the proper qualifications can be recruited and complete the hiring process, Shelli Vinson will fill the vacant position as an extra help employee for a limited duration of not more than one additional year. She will not exceed the 960-hour threshold for retired annuitants established by CalPERS.

FISCAL IMPACT

Due to the vacancy of the Fire Inspector and timeline to recruit, there is sufficient funding in the FY 2021-22 Prevention Salary section budget.

REASON FOR RECOMMENDATION

By adopting this resolution, the City Council will provide for the life safety and enforcement of fire code for the citizens of Clovis in an immediate and urgent way. The inspections scheduled to be completed by the contract employee are state mandated, reported annually, they safeguard the businesses of Clovis, and generate income for the City through the standard inspection fees. In addition, the level of expertise in new construction projects will ensure that we continue to meet adopted performance benchmarks necessary for timely turn-around of residential and commercial building projects.

ACTIONS FOLLOWING APPROVAL

Staff will execute the extension of the employment contract with retired annuitant Shelli Vinson, which will be effective starting July 1, 2021.

Prepared by: Lori Shively, Personnel/Risk Manager

Reviewed by: City Manager *LS*

RESOLUTION 21-____

**RESOLUTION OF THE CITY OF CLOVIS APPROVING
THE EXTENSION OF A CONTRACT FOR A RETIRED ANNUITANT
Government Code Section 21224**

WHEREAS, the City Council for the City of Clovis hereby authorizes the extension of an employment contract for an additional year for Shelli Vinson as an extra help retired annuitant to perform the duties related to City fire inspections, for the City of Clovis under Government Code section 21224 effective July 1, 2021; and

WHEREAS, the Fire Department is responsible for conducting life safety annual inspections as outlined by California State Law or local policy. With the recent retirement of the Deputy Fire Marshal the Fire Department does not have enough qualified personnel to perform over 600 life safety inspections annually. Shelli Vinson is certified as a Fire Inspector 3 by the California State Fire Marshal’s Office and has over 20 years’ experience conducting these types of inspections; and

WHEREAS, the entire employment agreement between Shelli Vinson and the City of Clovis has been reviewed by this body and is attached as Attachment A of Attachment 1 to this resolution; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on the consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year and limited to one year in duration; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the City will be conducting a recruitment for an additional Fire Inspector. The extension of the contract will allow time to conduct the recruitment and train the incumbent. The required life safety annual inspections need to be completed based on current law or policy and the Fire Department does not have anyone who can complete this required work. The maximum base salary for a position effective July 1, 2021 with this expertise is \$7,317 per month and the hourly equivalent is \$42.21. The minimum base salary is \$6,020 per month and the hourly equivalent is \$34.73; and

WHEREAS, the hourly rate paid to Shelli Vinson will be \$42.21 per hour; and

WHEREAS, Shelli Vinson has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE, BE IT RESOLVED, that the City Council for the City of Clovis hereby certifies the nature of the appointment of Shelli Vinson as described herein and detailed in the attached employment agreement document and that this appointment is necessary to complete

current state mandated life safety inspections. There are no other current City staff with the time and required certification for the position.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 1, 2021 by the following vote, to wit:

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

DATED: March 1, 2021

Mayor

City Clerk

**AT WILL EMPLOYMENT AGREEMENT
Between the City of Clovis and Shelli Vinson
July 1, 2021**

The City of Clovis hereinafter referred to as CITY, and **Shelli Vinson**, hereinafter referred to as EMPLOYEE, in consideration of the promises made herein, agree as follows:

TERM

The CITY shall employ EMPLOYEE to work in the position of Fire Inspector II with the City of Clovis on an at-will contract basis from July 1, 2021, through June 30, 2022. Except for termination for malfeasance, either the CITY or the EMPLOYEE upon thirty (30) days advance written notice may terminate this agreement.

EMPLOYMENT STATUS AND REPORTING RELATIONSHIP

During the term of the agreement, the EMPLOYEE is classified as an at-will employee who may be terminated or resign for any reason. During the term of this agreement, EMPLOYEE will work with the Fire Department and report to the Life Safety Manager or designee. The EMPLOYEE is not represented by a bargaining unit and this contract does not provide any rights other than those specifically provided in this agreement.

DUTIES

Duties may include but are not limited to the following: inspects institutions, industries, mercantile establishments, hotels and apartment houses, service stations, schools, hospitals, nursing and convalescent units, and other establishments to secure compliance with codes and regulations pertaining to fire safety; makes recommendations concerning fire safety for licensing purposes; reviews plans and installations of fire protection systems, devices, prepares inspection records and technical letters pertaining to recommendations and violations; and conducts the City's weed abatement program.

COMPENSATION AND BENEFITS

In exchange for the performance of the above services, CITY agrees to compensate EMPLOYEE during the period of the contract as follows:

Salary: The EMPLOYEE will earn an hourly salary of \$42.21. It is anticipated that EMPLOYEE will work up to 20 hours per week. In the capacity of Fire Inspector II, the EMPLOYEE is classified as non-exempt for F.L.S.A. purposes and is therefore eligible for over time compensation. All overtime must be approved by the designated supervisor in advance.

Retirement: CITY and EMPLOYEE will not pay into the CalPERS program. As a CalPERS retired annuitant, EMPLOYEE will not work more than 960 hours in the fiscal year.

Workers Compensation and other Benefits: The CITY provides workers' compensation benefits as required by law. The CITY and the EMPLOYEE contribute the required percentage for Medicare. The EMPLOYEE pays into State Disability Insurance.

HOLIDAYS

The EMPLOYEE will not be compensated for any holidays observed by the CITY.

VACATION/SICK LEAVE

The EMPLOYEE will not be provided with any paid vacation or sick leave.

GENERAL PROVISIONS

This agreement shall become effective upon execution by all parties and supersedes any and all previous employment agreements between the EMPLOYEE and the CITY. The text herein shall constitute the entire agreement between the parties. It shall be binding upon and inure to the benefit of the heirs at law and executors of the EMPLOYEE.

Venue for any litigation resulting from litigation to enforce any provision of or resulting from this agreement or the at will employment relationship herein established, is specifically agreed and declared by both parties to be in the Superior Court of Fresno County, California, or the United States District Court, Eastern District located in Fresno, California.

This Agreement represents the total and complete understanding of the parties regarding the subjects set forth herein. Any other oral understandings or other prior understandings shall have no force or effect. This Agreement shall supersede any and all prior agreements between the parties regarding the subject of this Agreement.

This Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by both parties.

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

CITY

EMPLOYEE

Luke Serpa, City Manager

Shelli Vinson, Contract Fire Inspector II

Date

Date



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: March 1, 2021

SUBJECT: Consider – For the City Council to Provide Policy Direction to Oppose, Unless Amended, Proposed Legislation – SB 9 (Atkins).

Staff: Andy Haussler, Community and Economic Development Director
Recommendation: Consider

ATTACHMENTS: None

CONFLICT OF INTEREST

None

RECOMMENDATION

That the City Council provide policy direction to Oppose Unless Amended Proposed Legislation – Senate Bill 9 (Atkins) Housing Development Approvals.

EXECUTIVE SUMMARY

Senate Bill 9 (Atkins) Housing Development Approvals is being considered by the California Legislature. Staff has reviewed the bill and in summary would allow by-right at least two dwelling units per a lot in the single-family zones. Staff is recommending City Council provide policy direction to oppose the legislation unless amended.

If the recommendation is approved, staff will draft appropriate letters to submit to the legislature for consideration.

BACKGROUND

Senate Bill 9 (Atkins) Housing Development Approvals is being considered by the California Legislature. Staff has reviewed the bill and in summary would provide for the following:

- Requires a local government to ministerially approve a housing development containing two residential units in single-family residential zones.

- Requires a local government to allow a developer to convert an existing single-family home into a duplex and then add an accessory dwelling unit (ADU) and a junior accessory dwelling unit (JADU) to the same parcel.
- Requires a local government to ministerially approve a single-family lot split, creating two lots, and allowing the construction of one single-family home, one ADU, and one JADU on each lot for a total of six units on a parcel originally zoned for one single-family home.

Staff is concerned about the reduced ability of the City to manage land use decisions this bill would require, and the impact this could potentially have to the City as a whole. The California League of Cities has reviewed the legislation and has proposed the following amendments to the legislation:

- Clarify that a property owner using SB 9 is limited to constructing two residential units, not two residential units and additional accessory dwelling units (ADUs) on the same parcel;
- Require a housing developer to acquire a building permit within one year of a lot split, so that speculators do not sell lots and never build homes;
- Allow local governments to require adequate access for police, fire and other public safety vehicles and equipment;
- Prohibit developers from using SB 9 in very high fire hazard severity zones;
- Allow cities to determine a range of lot sizes suitable for SB 9 development projects;
- Ensure HCD provides Regional Housing Needs Allocation (RHNA) credit for production of SB 9 units;
- Allow local governments to take into account local conditions such as hillsides, lot dimensions, natural hazards, available infrastructure, etc. when approving or denying housing project applications;
- Allow local governments to continue to determine parking standards; and
- Ensure large-scale investors and builders do not exploit SB 9 provisions.

The full legislation is available for review at this link:

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB9

Staff is recommending that City Council provide policy direction to oppose the legislation unless amended as proposed by the League of California Cities.

If the recommendation is approved, staff will draft appropriate letters to submit to the legislature for consideration.

FISCAL IMPACT

None at this time. If the bill becomes law, there may be additional costs for the City.

REASON FOR RECOMMENDATION

The position on this bill recommendation is in the best interest of the City by protecting local control, a desired goal for the City of Clovis.

ACTIONS FOLLOWING APPROVAL

Staff will draft letters of opposition and support as directed by City Council for the Mayor's signature.

Prepared by: Andy Haussler, Community and Economic Development Director

Reviewed by: City Manager PH



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Administration
 DATE: March 1, 2021
 SUBJECT: Consider Approval – Change of Council Meeting Schedule

Staff: Luke Serpa
Recommendation: Approve

ATTACHMENTS: None

CONFLICT OF INTEREST

None.

RECOMMENDATION

1. For the City Council to approve the cancellation of the regular City Council meeting scheduled for Monday, March 8, 2021; and
2. For the City Council to approve the addition of a special meeting on Monday, March 22, 2021 for the swearing in and reorganization of the City Council.

EXECUTIVE SUMMARY

There is a need to change the schedule of meetings for the City Council in March. Staff is recommending that City Council cancel the meeting of March 8, 2021.

Additionally, staff is recommending that City Council approve a special meeting on March 22, 2021 for the swearing in and reorganization of the City Council.

BACKGROUND

Staff is able to consolidate the agenda items to the first and third meetings in March. Staff is recommending that City Council consider canceling the meeting of March 8, 2021. Given adequate notice, staff will be able to amend the timing of actions coming forward so that operations will not be affected by the cancellation.

Two Councilmembers have been elected to the City Council. There is a need to swear in the Councilmembers and to reorganize the City Council.

FISCAL IMPACT

None.

REASON FOR RECOMMENDATION

Pursuant to the Clovis Municipal Code, the City Council meets in regular session on the first, second, and third Monday of each month, except when those Mondays occur on a recognized City holiday. The City Council needs to confirm any change to the schedule of meetings in order to properly notice the public of the City Council's schedule of meetings.

ACTIONS FOLLOWING APPROVAL

A revised schedule of meetings will be published in conformance with law.

Prepared by: Jacquie Pronovost, Executive Assistant

Reviewed by: City Manager *JH*