



CITY *of* CLOVIS

AGENDA • JOINT MEETING OF THE CLOVIS CITY COUNCIL AND CLOVIS PLANNING COMMISSION

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

April 4, 2022

6:00 PM

Council Chamber

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

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

Written Comments

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

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



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

Verbal Comments

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

Webex Participation

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

CALL TO ORDER

FLAG SALUTE - Councilmember Bessinger

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 March 21, 2022, Council Meeting.
- [2.](#) Finance – Receive and File – Investment Report for the Month of November 2021.
- [3.](#) Finance – Receive and File – Treasurer’s Report for the Month of November 2021.
- [4.](#) Finance – Receive and File – Investment Report for the Month of December 2021.
- [5.](#) Finance – Receive and File – Treasurer’s Report for the Month of December 2021.
- [6.](#) General Services - Approval – Res. 22-____, Authorizing the Execution of the Certificates of Assurances for the Low Carbon Transit Operations Program (LCTOP), and Submittal of One (1) Project for Fiscal Year 2021-2022.
- [7.](#) General Services - Approval – Selection of Contractor to Repair Water Damage at the Public Safety Facility.
- [8.](#) Planning and Development Services - Approval - Bid Award for CIP 22-01, Rubberized Cape Seal 2022; and Authorize the City Manager to execute the contract on behalf of the City.
- [9.](#) Planning and Development Services – Approval – Res. 22-____, A request to adopt a resolution approving the initiation of an application for a general plan amendment from I (Industrial) to O (Office) for a 2.51 acre parcel on the west side of Clovis Avenue immediately north of Freeway 168.
- [10.](#) Planning and Development Services – Approval – Bid Award for CIP 17-06 Old Town Clovis Streetscape 2021; and Authorize the City Manager to Execute the Contract on behalf of the City.
- [11.](#) Planning and Development Services - Approval – Res. 22-____, Final Map Tract 6349, located in the Northeast area of Locan Avenue and Shaw Avenue (DYP 6260, LP).
- [12.](#) Planning and Development Services - Approval – Res. 22-____, Annexation of Proposed Tract 6349, located in the Northeast area of Locan Avenue and Shaw Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (DYP 6260, LP).

ADJOURN TO THE JOINT MEETING WITH THE CLOVIS PLANNING COMMISSION

- [13.](#) Receive and File – Joint Meeting of the Planning Commission and City Council.

Staff: Renee Mathis, Director of Planning and Development Services
Recommendation: Receive and File

CITY MANAGER COMMENTS

COUNCIL / COMMISSION COMMENTS

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:

April 11, 2022 (Mon.)
April 18, 2022 (Mon.)
May 2, 2022 (Mon.)
May 9, 2022 (Mon.)
May 16, 2022 (Mon.)

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

April 28, 2022 (Thurs.)
May 26, 2022 (Thurs.)
June 23, 2022 (Thurs.)

CLOVIS CITY COUNCIL MEETING

March 21, 2022

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Flores at 6:00 p.m.
Flag Salute led by Councilmember Ashbeck

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

PUBLIC COMMENTS – 6:02

None.

CONSENT CALENDAR – 6:03

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

1. Administration - Approved - Minutes from the March 14, 2022, Council Meeting.
2. Planning and Development Services - Approved – **Res. 22-22**, Final Map Tract 6023, located in the southeast area of Ashlan Avenue and Highland Avenue (Lennar Homes of California, LLC (Lennar Homes)).
3. Planning and Development Services - Approved – **Res. 22-23**, Annexation of Proposed Tract 6023, located in the southeast area of Ashlan Avenue and Highland Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (Lennar Homes of California, LLC (Lennar Homes)).
4. Planning and Development Services – Approved – Final Acceptance for Final Map for Tract 6260, located at the northeast corner of Shaw Avenue and Locan Avenue (DYP 6260 LP, DeYoung Properties).
5. Public Utilities – Approval – Preliminary Engineer’s Report; and Approved – **Res. 22-24**, A Resolution Declaring the City’s Intention to Levy and Collect the Annual Assessments for Landscape Maintenance District No. 1.
6. Public Utilities – Approved – Waive Formal Bidding Requirements and Award a Contract to Carbon Activated to Purchase and Replace Granular Activated Carbon (GAC) at Well 28.1.

PUBLIC HEARINGS – 6:04

6:05 – ITEM 7 - APPROVED – **RES. 22-25**, A RESOLUTION OF THE CITY OF CLOVIS ADOPTING THE CITY OF CLOVIS LOCAL ROAD SAFETY PLAN.

Matt Braighton, Representative from Kittelson & Associates, presented information on the Multijurisdictional Local Road Safety Plan (LMRSP) and answered questions by the Council.

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

ADMINISTRATIVE ITEMS – 6:29

6:29 – ITEM 8 - RECEIVED AND FILED – UPDATE ON LANDMARK SQUARE.

Nathan Magsig, Fresno County Supervisor, commented on concerns that the County has with regards to the transfer of a clean (property) site from the City to the County so that the County may begin building the library at Landmark Square.

Paul Nerland, Fresno County Chief Administrative Officer, provided an update on the progress of the design of the library building and stated that the County is just waiting for the transfer of the clean property.

7:15 – ITEM 9 - APPROVED - **RES. 22-26**, A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF CLOVIS CONFIRMING ASSESSMENT FOR COSTS FOR ABATEMENT OF NUISANCE, 30 WEST SHAW AVENUE, CLOVIS, CA 93612, APN NO.: 499-230-82.

Corporal Jesus Santillan, commented on the citation process of this property and the impact on the surrounding businesses in the shopping center.

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

7:42 – ITEM 10 - APPROVED – **RES. 22-27**, A RESOLUTION ACCEPTING AND AUTHORIZING THE SUBMISSION OF THE 2021 GENERAL PLAN ANNUAL PROGRESS REPORT, INCLUDING THE 2021 HOUSING ELEMENT ANNUAL PROGRESS REPORT TO THE GOVERNOR’S OFFICE OF PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

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

8:03 – ITEM 11 - APPROVED – **RES. 22-28**, A RESOLUTION APPROVING THE ANNUAL REVIEW AND UPDATE TO THE REGIONAL HOUSING NEEDS (RHN) OVERLAY DISTRICT MAP OF PARCELS AND ASSOCIATED LIST REFLECTING THOSE PARCELS THAT QUALIFY FOR DEVELOPMENT AS A RHN OVERLAY PROJECT.

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

CITY MANAGER COMMENTS – 8:27

COUNCIL COMMENTS – 8:27

CLOSED SESSION – 8:33

ITEM 12 - GOVERNMENT CODE SECTION 54957.6 CONFERENCE WITH LABOR NEGOTIATORS AGENCY DESIGNATED REPRESENTATIVES: JOHN HOLT, ANDREW HAUSSLER, JEFFREY BLANKS, SHONNA HALTERMAN, LORI SHIVELY, SCOTT CROSS EMPLOYEE ORGANIZATION: CLOVIS POLICE OFFICERS ASSOCIATION, CLOVIS FIREFIGHTERS ASSOCIATION, CLOVIS EMPLOYEES ASSOCIATION, CLOVIS PUBLIC WORKS EMPLOYEES ASSOCIATION, CLOVIS PUBLIC SAFETY EMPLOYEES ASSOCIATION, CLOVIS PROFESSIONAL AND TECHNICAL EMPLOYEES ASSOCIATION, CLOVIS TRANSIT EMPLOYEES BARGAINING UNIT, CLOVIS TECHNICAL AND FINANCIAL PROFESSIONALS ASSOCIATION UNREPRESENTED EMPLOYEE: MANAGEMENT EMPLOYEES

ITEM 13 - GOVERNMENT CODE SECTION 54956.9(D)(2) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE TO LITIGATION ONE POTENTIAL CASE

ITEM 14 - GOVERNMENT CODE SECTION 54956.8 CONFERENCE WITH REAL PROPERTY NEGOTIATORS PROPERTY: 765 THIRD STREET, CLOVIS, CA 93612 AGENCY NEGOTIATORS: JOHN HOLT, RENEE MATHIS, MIKE HARRISON, SCOTT CROSS NEGOTIATING PARTY: COUNTY OF FRESNO UNDER NEGOTIATION: TERMS OF SALE/EXCHANGE

Mayor Flores adjourned the meeting of the Council to April 4, 2022

Meeting adjourned: 9:41 p.m.

Mayor

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Finance Department
DATE: April 4, 2022
SUBJECT: Finance – Receive and File – Investment Report for the Month of November 2021.

ATTACHMENTS:

1. Distribution of Investments
2. Monthly Investment Transactions
3. Certificates of Deposit
4. Municipal Securities
5. Graph of November 30, 2021 Treasury Rates

Attached is the Investment Report for the month of November 2021. Shown in Attachment 1 is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Attachment 2 reflects the monthly investment transactions for the month of November 2021. Attachment 3 lists the certificates of deposit. Attachment 4 lists the municipal securities. Attachment 5 is a graph of Treasury rates on November 30, 2021.

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

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

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

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 0.05%. The rate of return for the City of Clovis portfolio is 0.98%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 1,955% of the Treasury bill rate.

In accordance with the Investment Policy, the investment period on each investment does not exceed three years and can be extended to five years with the City Manager's approval. As of November 2021, the average investment life of the City's investment portfolio is 0.92 years.

Current Investment Environment and Philosophy

During the month of November 2021, the federal funds rate remained at 0.00%-0.25%. On November 30, 2021, the Treasury yield curve increased from 3-month to 10-year notes.

Certificates of Deposit (CD's)

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

Purchases and Maturities

- 1 government security totaling \$6,000,000 was purchased.
- 0 government securities were called or matured.
- 2 certificates of deposit totaling \$500,000 were purchased.
- 3 certificates of deposit totaling \$750,000 were called or matured.
- 2 municipal securities totaling \$3,125,000 were purchased.

Market Environment

- During November the federal funds rate remained at 0.00%-0.25%.
- On November 30, the yield curve increased from 3-month to 10-year notes. See Attachment 5, Graph of Treasury Rates on November 30, 2021.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager AA

**City of Clovis
Distribution of Investments
As of November 30, 2021**

AGENDA ITEM NO. 2.

	<u>COST</u>	<u>NET BOOK VALUE</u>	<u>MARKET VALUE *</u>	<u>YIELD TO MATURITY</u>	<u>STATED INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY FROM 11/30/2021</u>
<u>GOV'T SECURITIES</u>								
FFCB	2,500,200	2,500,040	2,503,075	2.800%	2.800%	12/17/18	12/17/21	17
FAMCMTN	2,999,400	2,999,800	3,004,890	1.520%	1.520%	01/23/20	01/10/22	41
FHLMCMTN	6,129,600	6,036,212	6,016,080	2.375%	2.375%	08/30/19	01/13/22	44
FHLB	12,110,520	12,031,468	12,081,960	2.500%	2.500%	04/25/19	03/11/22	101
FFCB	5,979,668	5,965,675	6,001,720	2.280%	2.280%	03/28/19	03/28/22	118
FFCB	6,017,400	6,006,333	6,056,880	1.875%	1.875%	06/27/19	06/14/22	196
FAMCMTN	6,024,900	6,009,409	6,060,600	1.950%	1.950%	07/25/19	06/21/22	203
FFCB	3,005,250	3,002,434	3,031,530	1.625%	1.625%	11/27/19	08/22/22	265
FHLB	6,065,100	6,030,009	6,086,820	2.000%	2.000%	10/31/19	09/09/22	283
FFCB	2,984,460	2,992,397	3,030,780	1.375%	1.375%	11/27/19	10/11/22	315
FFCB	5,008,500	5,004,405	5,058,950	1.600%	1.600%	01/23/20	10/13/22	317
FHLB	8,045,600	8,024,028	6,604,130	1.875%	1.875%	12/19/19	12/09/22	374
FHLB	5,047,500	5,025,864	6,604,130	1.875%	1.875%	01/23/20	12/09/22	374
FAMCMTN	8,544,965	8,526,759	8,609,310	1.350%	1.350%	02/27/20	02/27/23	454
FHLB	5,255,000	13,356,397	13,271,883	2.125%	2.125%	03/26/20	03/10/23	465
FHLB	13,579,800	5,162,000	5,129,337	2.125%	2.125%	04/30/20	03/10/23	465
FFCB	5,000,000	5,000,000	4,967,050	0.250%	0.250%	03/01/21	03/01/24	822
FFCB	1,999,000	1,999,048	1,983,120	0.300%	0.300%	03/24/21	03/18/24	839
FHLB	5,000,000	5,000,000	4,965,300	0.350%	0.350%	06/07/21	06/07/24	920
FAMCMTN	4,948,500	4,948,500	4,916,650	0.600%	0.600%	10/14/21	09/08/25	1,378
FHLB	4,963,000	4,963,526	4,874,600	0.580%	0.580%	09/08/21	02/11/26	1,534
FFCB	4,967,500	4,967,500	4,920,950	0.940%	0.940%	10/14/21	09/28/26	1,763
FHLB	5,988,000	5,988,000	5,965,980	1.250%	1.250%	11/24/21	11/24/26	1,820
SECURITIES TOTAL	<u>\$ 132,163,863</u>	<u>\$ 131,539,804</u>	<u>\$131,745,725</u>					
LAIF		<u>\$ 74,410,223</u>	<u>\$ 74,410,223</u>					
Municipal Securities		<u>\$ 9,025,000</u>	<u>\$ 8,890,629</u>					
Sweep Account (Union Bank)		<u>\$ 26,143,386</u>	<u>\$ 26,143,386</u>					
TOTAL CD'S		<u>\$ 10,235,000</u>	<u>\$ 10,305,263</u>					
TOTAL INVESTMENTS		<u>\$ 251,353,413</u>	<u>\$ 251,495,226</u>					

* Market values for securities obtained from US Bank.

City of Clovis
Monthly Investment Transactions
As of November 30, 2021

AGENDA ITEM NO. 2.

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
FHLB	Gov Sec.	Purchase	6,000,000	5,988,000	1.250%	11/24/21	11/24/26
Los Angeles USD	Mun. Issue.	Purchase	1,000,000	1,010,000	1.455%	11/15/21	07/01/26
San Ramon Valley USD	Mun. Issue.	Purchase	2,125,000	2,125,000	1.147%	11/03/21	08/01/26
UBS Bank USA	CD	Purchase	250,000	250,000	0.750%	11/17/21	11/18/24
Webbank Salt Lake City	CD	Purchase	250,000	250,000	0.750%	11/29/21	11/29/24
Investors Cmnty Bk	CD	Sale/Call	250,000	250,000	0.400%	11/24/21	03/25/24
Mountain America Fd	CD	Maturity	250,000	250,000	3.200%	11/15/21	11/15/21
UBS Bank USA	CD	Maturity	250,000	250,000	3.200%	11/08/21	11/08/21

PORTFOLIO DATA

Current Month (11/21)

	Book	Market
CD'S	\$ 10,235,000	\$ 10,305,263
Gov't Securities*	131,539,804	131,745,725
Municipal Securities	9,025,000	8,890,629
LAIF	74,410,223	74,410,223
Sweep Account (Union Bank)	26,143,386	26,143,386
TOTAL	\$ 251,353,413	\$ 251,495,226

Prior Month (10/21)

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

Three Months Previous (08/21)

	Book	Market
CD'S	\$ 9,985,000	\$ 10,105,425
Gov't Securities*	113,200,490	114,200,064
Municipal Securities	5,900,000	5,904,479
LAIF	74,364,940	74,364,940
Sweep Account (Union Bank)	51,435,559	51,435,559
TOTAL	\$ 254,885,989	\$ 256,010,467

Six Months Previous (05/21)

	Book	Market
CD'S	\$ 9,985,000	\$ 10,165,327
Gov't Securities*	115,733,857	117,212,701
Municipal Securities	5,900,000	5,903,008
LAIF	74,304,273	74,304,273
Sweep Account (Union Bank)	66,702,687	66,702,687
TOTAL	\$ 272,625,817	\$274,287,996

One Year Previous (11/20)

	Book	Market
CD'S	\$ 9,740,000	\$ 10,008,943
Gov't Securities*	114,096,254	116,209,420
Municipal Securities	2,025,000	2,025,783
LAIF	74,106,014	74,106,014
Sweep Account (Union Bank)	27,611,021	27,611,021
TOTAL	\$ 227,578,289	\$ 229,961,181

*Adjusted Quarterly for Premium/Discount Amortization

**City of Clovis
Certificates of Deposit
As of November 30, 2021**

AGENDA ITEM NO. 2.

<u>Negotiable CDs</u>	<u>COST</u>	<u>MARKET PRICE</u>	<u>INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>MATURITY FROM 11/30/21</u>	<u>INTEREST FREQUENCY</u>
Wells Fargo	250,000	250,950.00	3.000%	01/18/19	01/18/22	49	MONTHLY
Goldman Sachs Bk USA Ny	245,000	246,514.10	2.800%	02/20/19	02/22/22	84	QUARTERLY
Tiaa FSB Jacksonville Fla	245,000	246,543.50	2.850%	02/28/19	02/22/22	84	QUARTERLY
Comenity Capital Bank	250,000	252,485.00	2.550%	04/30/19	04/29/22	150	QUARTERLY
Synchrony Bank	250,000	252,660.00	2.450%	05/17/19	05/17/22	168	QUARTERLY
First State Bank of Dequeen	250,000	252,235.00	2.000%	07/26/19	05/26/22	177	QUARTERLY
Flagstar Bank	250,000	253,105.00	2.500%	06/12/19	06/13/22	195	QUARTERLY
Capital One Bank	250,000	253,005.00	2.350%	06/19/19	06/20/22	202	QUARTERLY
Morgan Stanley Bk	250,000	253,100.00	2.100%	07/25/19	07/25/22	237	QUARTERLY
Capital One Ntnl Assn	250,000	253,357.50	2.150%	08/07/19	08/08/22	251	QUARTERLY
Everbanke USA Salt Lake City	250,000	253,182.50	2.050%	08/07/19	08/08/22	251	QUARTERLY
Raymond James Bank	250,000	253,082.50	1.900%	08/23/19	08/23/22	266	QUARTERLY
Ally Bank	250,000	253,220.00	1.850%	09/19/19	09/19/22	293	QUARTERLY
Usalliance Federal Credit Union	250,000	253,535.00	2.850%	09/30/19	09/30/22	304	QUARTERLY
Morgan Stanley Bank	250,000	253,492.50	2.100%	10/17/19	10/17/22	321	MONTHLY
Lafayette Fed Cr Un	250,000	253,432.50	1.700%	11/22/19	11/22/22	357	MONTHLY
Live Oak Banking Co.	250,000	253,720.00	1.750%	12/11/19	12/12/22	377	QUARTERLY
Wells Fargo Natl Bk West	250,000	253,857.50	1.800%	12/13/19	12/13/22	378	QUARTERLY
Valley Cent Svgs Bk	250,000	253,867.50	1.700%	01/15/20	01/17/23	413	QUARTERLY
Sallie Mae Bank	250,000	254,492.50	1.900%	01/23/20	01/23/23	419	QUARTERLY
Servisfirst Bank	250,000	253,817.50	1.600%	02/21/20	02/21/23	448	MONTHLY
Celtic Bank	250,000	253,810.00	1.550%	03/13/20	03/13/23	468	MONTHLY
Axos Bank	250,000	253,895.00	1.550%	03/26/20	03/27/23	482	MONTHLY
Nicolet Natl Bank	250,000	252,245.00	0.900%	03/27/20	03/27/23	482	MONTHLY
Centerstate Bank	250,000	251,760.00	0.900%	03/30/20	03/30/23	485	MONTHLY
Bank Leumi	250,000	253,585.00	1.450%	03/31/20	03/31/23	486	MONTHLY
Discover Bank	250,000	253,600.00	1.350%	04/02/20	04/03/23	489	MONTHLY
Berkshire Bank	250,000	253,122.50	1.300%	04/08/20	04/06/23	492	MONTHLY
American Express	250,000	252,480.00	1.100%	04/21/20	04/21/23	507	MONTHLY
New York Cmnty Bank	250,000	249,080.00	0.350%	12/11/20	12/11/23	741	QUARTERLY
Transportation Alliance Bk	250,000	247,860.00	0.250%	03/12/21	03/12/24	833	QUARTERLY
Preferred Bank	250,000	247,750.00	0.250%	03/25/21	03/25/24	846	QUARTERLY
Bankunited Natl Assn	245,000	243,868.10	0.450%	03/31/21	04/01/24	853	QUARTERLY
Greenstate Credit Union	250,000	248,245.00	0.450%	06/16/21	06/17/24	930	QUARTERLY
Eaglemark Savings Bank	250,000	247,830.00	0.400%	06/30/21	06/28/24	941	QUARTERLY
Texas Exchange Bk	250,000	248,380.00	0.500%	07/09/21	07/09/24	952	QUARTERLY
BMW Bk North Amer	250,000	248,532.50	0.550%	07/30/21	07/30/24	973	QUARTERLY
Toyota Finl Svgs	250,000	248,870.00	0.650%	09/09/21	09/09/24	1,014	QUARTERLY
State Bk India	250,000	248,802.50	0.650%	09/17/21	09/17/24	1,022	QUARTERLY
Ubs Bank Usa	250,000	248,992.50	0.750%	11/17/21	11/18/24	1,084	QUARTERLY
Webbank Salt Lake City	250,000	248,900.00	0.750%	11/29/21	11/29/24	1,095	QUARTERLY
Negotiable CD TOTAL	<u>\$ 10,235,000</u>	<u>\$ 10,305,263</u>					
CD TOTAL	<u>\$ 10,235,000</u>	<u>\$ 10,305,263</u>					

**City of Clovis
Municipal Securities
As of November 30, 2021**

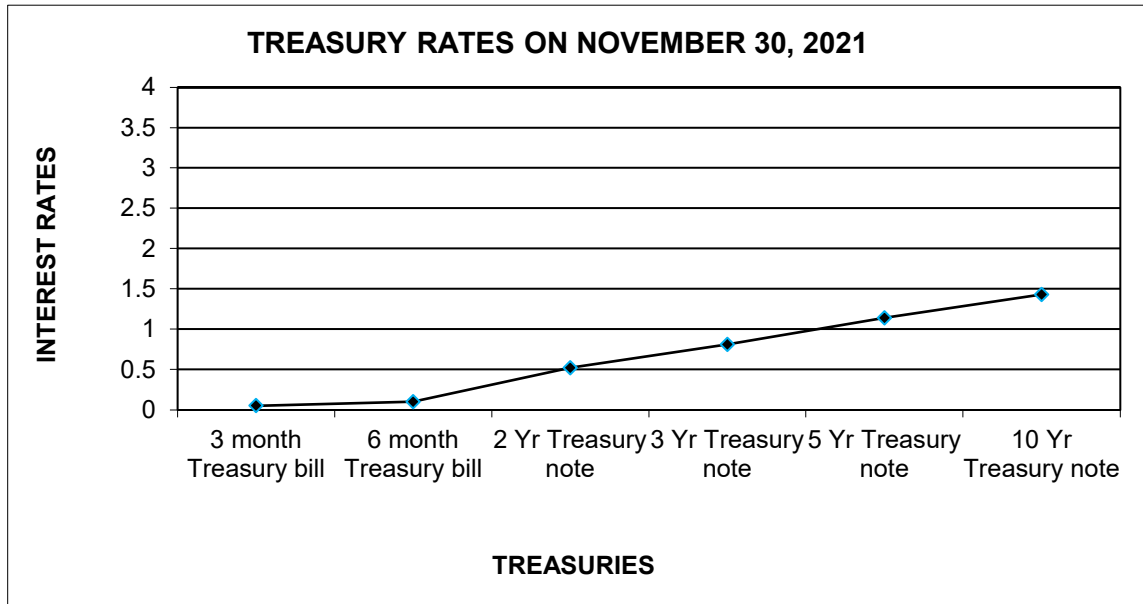
AGENDA ITEM NO. 2.

<u>Municipal Securities</u>	<u>COST</u>	<u>MARKET PRICE</u>	<u>INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>MATURITY FROM 11/30/21</u>	<u>INTEREST FREQUENCY</u>
Huntington Beach Calif Pension Bond	1,000,000	994,850.00	0.381%	04/01/21	06/15/23	562	QUARTERLY
Fresno Unified Taxable Go Ref Bond	500,000	498,540.00	0.462%	09/30/20	08/01/23	609	QUARTERLY
Pomona Cali Uni Sch Dist Go Bond	815,000	813,321.10	0.534%	10/20/20	08/01/23	609	QUARTERLY
San Jose CA USD Ref Bond	775,000	771,566.75	0.221%	01/20/21	08/01/23	609	QUARTERLY
Vista CA USD Ref Bond	750,000	746,880.00	0.221%	01/20/21	08/01/23	609	QUARTERLY
William Hart Cali HS Go Bond	1,000,000	995,000.00	0.366%	12/23/20	08/01/23	609	QUARTERLY
Jefferson Cali Elem Sch Dist Go Bond	710,000	707,209.70	0.399%	10/27/20	09/01/23	640	QUARTERLY
Santa Rosa Calif Watr Ref Bond	350,000	249,650.00	0.578%	12/01/20	09/01/23	640	QUARTERLY
Los Angeles CA USD Ref Bond	1,000,000	1,006,950.00	1.455%	11/15/21	07/01/26	1,674	QUARTERLY
San Ramon Valley CA USD Ref Bond	2,125,000	2,106,661.25	1.147%	11/03/21	08/01/26	1,705	QUARTERLY
Mun. Securities TOTAL	<u>\$ 9,025,000</u>	<u>\$ 8,890,629</u>					
Municipal Securities TOTAL	<u><u>\$ 9,025,000</u></u>	<u><u>\$ 8,890,629</u></u>					

**CITY OF CLOVIS
FINANCE DEPARTMENT
NOVEMBER 30, 2021 TREASURY RATES**

Treasury Rates as of November 30, 2021

3 month Treasury bill	0.05
6 month Treasury bill	0.10
2 Yr Treasury note	0.52
3 Yr Treasury note	0.81
5 Yr Treasury note	1.14
10 Yr Treasury note	1.43



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



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Finance Department
DATE: April 4, 2022
SUBJECT: Finance – Receive and File – Treasurer’s Report for the Month of November 2021.

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

Attached for the Council’s information is the Treasurer’s Report for the month ended November 30, 2021.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements, and fund balances. Attachment 1 provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. Attachment 2 summarizes the investment activity for the month and distribution, by type of investment, held by the City. Attachment 3 lists all investments with original maturities exceeding one year as of the month ended November 30, 2021.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager AA

City of Clovis
Statement of Cash Balances
As of November 30, 2021

Previous Balance	\$	5,025,054.31
Deposits		25,000,676.28
Disbursements		<u>(23,157,286.83)</u>
Current Balance	\$	<u><u>6,868,443.76</u></u>

FUNDS	BALANCE
100 General Fund	\$ (4,289,637.91)
201 Local Transportation	17,654,688.54
202 Parking and Business Improvements	106,593.71
203 Off Highway Use	70,719.51
204 Community Facilities District 2020-1	46,570.03
205 Senior Citizen Memorial Trust	54,735.05
207 Landscape Assessment District	4,687,270.81
208 Blackhorse III (95-1) Assessment District	95,815.73
301 Park & Recreation Acquisition	10,477,825.61
305 Refuse Equipment Reserve	1,810,594.76
310 Special Street Deposit Fund	32,666,076.53
313 Successor Agency	348,259.46
314 Housing Successor Agency	1,353,686.77
402 1976 Fire Bond Redemption	25,475.23
404 1976 Sewer Bond Redemption Fund	408,119.13
501 Community Sanitation Fund	15,533,195.06
502 Sewer Service Fund	34,523,026.42
504 Sewer Capital Projects-Users	1,242,123.84
506 Sewer Capital Projects-Developer	3,705,653.33
507 Water Service Fund	50,057,417.38
508 Water Capital Projects-Users	6,746,396.76
509 Water Capital Projects-Developer	9,262,787.72
515 Transit Fund	622,589.78
540 Planning & Development Services	16,645,160.33
601 Property & Liability Insurance	1,045,979.51
602 Fleet Maintenance	20,184,196.16
603 Employee Benefit Fund	6,085,272.25
604 General Government Services	25,524,981.96
701 Curb & Gutter Fund	161,324.19
703 Payroll Tax & Withholding Fund	1,460,528.64
712 Temperance/Barstow Assmt Dist (98-1)	76,135.65
713 Shepherd/Temperance Assmt Dist (2000-1)	5,760.03
715 Supp Law Enforcement Serv	114,960.99
716 Asset Forfeiture	180,862.88
720 Measure A-Public Safety Facility Tax	412.90
736 SA Admin Trust Fund	1,421.40
741 SA Debt Service Trust Fund	(476,262.68)
747 Housing Successor Trust Fund	1,137.98
SUBTOTALS	<u>\$ 258,221,855.44</u>
999 Invested Funds	<u>(251,353,411.68)</u>
TOTAL	<u><u>\$ 6,868,443.76</u></u>

**City of Clovis
Summary of Investment Activity
For the month of November 30, 2021**

<hr/> <hr/>		
<u>Balance of Investments Previous Month End</u>		<u>\$250,814,594.93</u>
 <u>Time Certificates of Deposit Transactions</u>		
Investments	500,000.00	
Withdrawals	<u>(750,000.00)</u>	
Total CD Changes		(250,000.00)
 <u>Other Changes</u>		
Government Securities	5,988,000.00	
Local Agency Investment Fund	0.00	
Municipal Securities	3,125,000.00	
Sweep Account	<u>(8,324,183.25)</u>	
Total Other Changes		<u>788,816.75</u>
Balance of Investments Current Month End		<u>\$ 251,353,411.68</u>

**City of Clovis
Distribution of Investments
As of November 30, 2021**

<hr/> <hr/>	
Insured CD's	10,235,000.00
Government Securities	131,539,803.25
US Treasury Notes	0.00
Local Agency Investment Fund	74,410,222.72
Municipal Securities	9,025,000.00
Sweep Account	<u>26,143,385.71</u>
Investment Total	<u>\$ 251,353,411.68</u>

City of Clovis
Original Maturities Exceeding One Year
As of November 30, 2021

Institution	Face Value	Investment Balance At Amortized Cost	Maturity	Stated Rate
FFCB	2,500,000.00	2,500,040.00	12/17/2021	2.800%
FAMCMTN	3,000,000.00	2,999,800.00	1/10/2022	1.520%
FHLMCMTN	6,000,000.00	6,036,212.00	1/13/2022	2.375%
FHLB	12,000,000.00	12,031,468.00	3/11/2022	2.500%
FFCB	5,960,000.00	5,965,675.00	3/28/2022	2.280%
FFCB	6,000,000.00	6,006,333.00	6/14/2022	1.875%
FAMCMTN	6,000,000.00	6,009,409.00	6/21/2022	1.950%
FFCB	3,000,000.00	3,002,434.00	8/22/2022	1.625%
FHLB	6,000,000.00	6,030,009.00	9/9/2022	2.000%
FFCB	3,000,000.00	2,992,397.00	10/11/2022	1.375%
FFCB	5,000,000.00	5,004,405.00	10/13/2022	1.600%
FHLB	5,000,000.00	5,025,864.00	12/9/2022	1.875%
FHLB	8,000,000.00	8,024,028.00	12/9/2022	1.875%
FAMCMTN	8,500,000.00	8,526,759.00	2/27/2023	1.350%
FHLB	13,000,000.00	5,162,000.00	3/10/2023	2.125%
FHLB	5,000,000.00	13,356,397.00	3/10/2023	2.125%
FFCB	5,000,000.00	5,000,000.00	3/1/2024	0.250%
FFCB	2,000,000.00	1,999,048.00	3/18/2024	0.300%
FHLB	5,000,000.00	5,000,000.00	6/7/2024	0.350%
FAMCMTN	5,000,000.00	4,948,500.00	9/8/2025	0.600%
FHLB	5,000,000.00	4,963,526.00	2/11/2026	0.580%
FFCB	5,000,000.00	4,967,500.00	9/28/2026	0.940%
FHLB	6,000,000.00	5,988,000.00	11/24/2026	1.250%



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Finance Department
DATE: April 4, 2022
SUBJECT: Finance – Receive and File – Investment Report for the Month of December 2021.

ATTACHMENTS:

1. Distribution of Investments
2. Monthly Investment Transactions
3. Certificates of Deposit
4. Municipal Securities
5. Graph of December 31, 2021 Treasury Rates

Attached is the Investment Report for the month of December 2021. Shown in Attachment 1 is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Attachment 2 reflects the monthly investment transactions for the month of December 2021. Attachment 3 lists the certificates of deposit. Attachment 4 lists the municipal securities. Attachment 5 is a graph of Treasury rates on December 31, 2021.

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

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

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

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 0.04%. The rate of return for the City of Clovis portfolio is 0.99%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 2,485% of the Treasury bill rate.

In accordance with the Investment Policy, the investment period on each investment does not exceed three years and can be extended to five years with the City Manager's approval. As of December 2021, the average investment life of the City's investment portfolio is 0.99 years.

Current Investment Environment and Philosophy

During the month of December 2021, the federal funds rate remained at 0.00%-0.25%. On December 31, 2021, the Treasury yield curve increased from 3-month to 10-year notes.

Certificates of Deposit (CD's)

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

Purchases and Maturities

- 2 government securities totaling \$8,000,000 were purchased.
- 1 government security totaling \$2,500,000 matured.
- 1 certificate of deposit totaling \$250,000 was purchased.
- 0 certificates of deposit were called or matured.
- 1 municipal security totaling \$440,000 was purchased.

Market Environment

- During December the federal funds rate remained at 0.00%-0.25%.
- On December 31, the yield curve increased from 3-month to 10-year notes. See Attachment 5, Graph of Treasury Rates on December 31, 2021.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager *AB*

**City of Clovis
Distribution of Investments
As of December 31, 2021**

AGENDA ITEM NO. 4.

	<u>COST</u>	<u>NET BOOK VALUE</u>	<u>MARKET VALUE *</u>	<u>YIELD TO MATURITY</u>	<u>STATED INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>DAYS TO MATURITY FROM 12/31/2021</u>
<u>GOV'T SECURITIES</u>								
FAMCMTN	2,999,400	2,999,819	3,000,720	1.520%	1.520%	01/23/20	01/10/22	10
FHLMCMTN	6,129,600	6,032,774	6,003,900	2.375%	2.375%	08/30/19	01/13/22	13
FHLB	12,110,520	12,029,049	12,054,360	2.500%	2.500%	04/25/19	03/11/22	70
FFCB	5,979,668	5,965,262	5,989,681	2.280%	2.280%	03/28/19	03/28/22	87
FFCB	6,017,400	6,005,963	6,047,160	1.875%	1.875%	06/27/19	06/14/22	165
FAMCMTN	6,024,900	6,008,870	6,048,180	1.950%	1.950%	07/25/19	06/21/22	172
FFCB	3,005,250	3,002,313	3,025,980	1.625%	1.625%	11/27/19	08/22/22	234
FHLB	6,065,100	6,028,575	6,072,060	2.000%	2.000%	10/31/19	09/09/22	252
FFCB	2,984,460	2,992,738	3,029,100	1.375%	1.375%	11/27/19	10/11/22	284
FFCB	5,008,500	5,004,208	5,050,000	1.600%	1.600%	01/23/20	10/13/22	286
FHLB	8,045,600	8,023,062	6,588,335	1.875%	1.875%	12/19/19	12/09/22	343
FHLB	5,047,500	5,024,825	6,588,335	1.875%	1.875%	01/23/20	12/09/22	343
FAMCMTN	8,544,965	8,525,815	8,590,270	1.350%	1.350%	02/27/20	02/27/23	423
FHLB	5,255,000	13,344,038	13,233,927	2.125%	2.125%	03/26/20	03/10/23	434
FHLB	13,579,800	5,156,382	5,113,833	2.125%	2.125%	04/30/20	03/10/23	434
FFCB	5,000,000	5,000,000	4,957,350	0.250%	0.250%	03/01/21	03/01/24	791
FFCB	1,999,000	1,999,069	1,987,560	0.300%	0.300%	03/24/21	03/18/24	808
FHLB	5,000,000	5,000,000	4,955,250	0.350%	0.350%	06/07/21	06/07/24	889
FAMCMTN	4,948,500	4,964,052	4,904,000	0.600%	0.600%	10/14/21	09/08/25	1,347
FHLB	4,963,000	4,949,331	4,866,950	0.580%	0.580%	09/08/21	02/11/26	1,503
FFCB	4,967,500	4,967,913	4,918,250	0.940%	0.940%	10/14/21	09/28/26	1,732
FHLB	5,988,000	5,988,151	5,962,980	1.250%	1.250%	11/24/21	11/24/26	1,789
FAMCMTN	3,947,600	3,948,513	3,948,520	0.750%	0.750%	12/16/21	07/28/25	1,305
FHLB	3,922,000	3,923,172	3,914,520	0.750%	0.750%	12/16/21	02/24/26	1,516
SECURITIES TOTAL	<u>\$ 137,533,263</u>	<u>\$ 136,883,894</u>	<u>\$136,851,221</u>					
LAIF		<u>\$ 74,410,223</u>	<u>\$ 74,410,223</u>					
Municipal Securities		<u>\$ 9,465,000</u>	<u>\$ 9,393,207</u>					
Sweep Account (Union Bank)		<u>\$ 22,971,018</u>	<u>\$ 22,971,018</u>					
TOTAL CD'S		<u>\$ 10,485,000</u>	<u>\$ 10,540,664</u>					
TOTAL INVESTMENTS		<u>\$ 254,215,135</u>	<u>\$ 254,166,333</u>					

* Market values for securities obtained from US Bank.

City of Clovis
Monthly Investment Transactions
As of December 31, 2021

AGENDA ITEM NO. 4.

Institution	Description	Activity	Amount	Market Value	Rate	Activity Date	Maturity Date
FAMCMTN	Gov Sec.	Purchase	4,000,000	3,947,600	0.750%	12/16/21	07/28/25
FHLB	Gov Sec.	Purchase	4,000,000	3,922,000	0.750%	12/16/21	02/24/26
Santa Ana CCD	Mun. Issue.	Purchase	440,000	436,040	0.644%	12/17/21	08/01/24
Medallion Bk Salt Lake City	CD	Purchase	250,000	250,000	0.900%	12/20/21	12/20/24
FFCB	Gov Sec.	Maturity	2,500,000	2,500,040	2.800%	12/17/21	12/17/21

PORTFOLIO DATA

Current Month (12/21)

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

Prior Month (11/21)

	Book	Market
CD'S	\$ 10,235,000	\$ 10,305,263
Gov't Securities*	131,539,804	131,745,725
Municipal Securities	9,025,000	8,890,629
LAIF	74,410,223	74,410,223
Sweep Account (Union Bank)	26,143,386	26,143,386
TOTAL	\$ 251,353,413	\$ 251,495,226

Three Months Previous (09/21)

	Book	Market
CD'S	\$ 10,485,000	\$ 10,597,638
Gov't Securities*	115,635,804	116,424,468
Municipal Securities	5,900,000	5,897,353
LAIF	74,364,940	74,364,940
Sweep Account (Union Bank)	45,529,596	45,529,596
TOTAL	\$ 251,915,340	\$ 252,813,995

Six Months Previous (06/21)

	Book	Market
CD'S	\$ 9,735,000	\$ 9,895,144
Gov't Securities*	118,200,318	119,447,117
Municipal Securities	5,900,000	5,895,418
LAIF	74,304,273	74,304,273
Sweep Account (Union Bank)	66,437,811	66,437,811
TOTAL	\$ 274,577,402	\$275,979,763

One Year Previous (12/20)

	Book	Market
CD'S	\$ 9,990,000	\$ 10,250,158
Gov't Securities*	114,096,254	116,092,636
Municipal Securities	3,375,000	3,382,339
LAIF	74,106,014	74,106,014
Sweep Account (Union Bank)	31,601,453	31,601,453
TOTAL	\$ 233,168,721	\$ 235,432,600

*Adjusted Quarterly for Premium/Discount Amortization

**City of Clovis
Certificates of Deposit
As of December 31, 2021**

AGENDA ITEM NO. 4.

Negotiable CDs	COST	MARKET PRICE	INTEREST RATE	INVEST DATE	MATURITY DATE	MATURITY FROM 12/31/21	INTEREST FREQUENCY
Wells Fargo	250,000	250,345.00	3.000%	01/18/19	01/18/22	18	MONTHLY
Goldman Sachs Bk USA Ny	245,000	245,918.75	2.800%	02/20/19	02/22/22	53	QUARTERLY
Tiaa FSB Jacksonville Fla	245,000	245,935.90	2.850%	02/28/19	02/22/22	53	QUARTERLY
Comenity Capital Bank	250,000	251,915.00	2.550%	04/30/19	04/29/22	119	QUARTERLY
Synchrony Bank	250,000	252,090.00	2.450%	05/17/19	05/17/22	137	QUARTERLY
First State Bank of Dequeen	250,000	251,772.50	2.000%	07/26/19	05/26/22	146	QUARTERLY
Flagstar Bank	250,000	252,560.00	2.500%	06/12/19	06/13/22	164	QUARTERLY
Capital One Bank	250,000	252,490.00	2.350%	06/19/19	06/20/22	171	QUARTERLY
Morgan Stanley Bk	250,000	252,610.00	2.100%	07/25/19	07/25/22	206	QUARTERLY
Capital One Ntnl Assn	250,000	252,852.50	2.150%	08/07/19	08/08/22	220	QUARTERLY
Everbanke USA Salt Lake City	250,000	252,700.00	2.050%	08/07/19	08/08/22	220	QUARTERLY
Raymond James Bank	250,000	252,627.50	1.900%	08/23/19	08/23/22	235	QUARTERLY
Ally Bank	250,000	252,780.00	1.850%	09/19/19	09/19/22	262	QUARTERLY
Usalliance Federal Credit Union	250,000	253,087.50	2.850%	09/30/19	09/30/22	273	QUARTERLY
Morgan Stanley Bank	250,000	253,060.00	2.100%	10/17/19	10/17/22	290	MONTHLY
Lafayette Fed Cr Un	250,000	253,052.50	1.700%	11/22/19	11/22/22	326	MONTHLY
Live Oak Banking Co.	250,000	253,332.50	1.750%	12/11/19	12/12/22	346	QUARTERLY
Wells Fargo Natl Bk West	250,000	253,457.50	1.800%	12/13/19	12/13/22	347	QUARTERLY
Valley Cent Svgs Bk	250,000	253,475.00	1.700%	01/15/20	01/17/23	382	QUARTERLY
Sallie Mae Bank	250,000	254,045.00	1.900%	01/23/20	01/23/23	388	QUARTERLY
Servisfirst Bank	250,000	253,422.50	1.600%	02/21/20	02/21/23	417	MONTHLY
Celtic Bank	250,000	253,407.50	1.550%	03/13/20	03/13/23	437	MONTHLY
Axos Bank	250,000	253,482.50	1.550%	03/26/20	03/27/23	451	MONTHLY
Nicolet Natl Bank	250,000	251,935.00	0.900%	03/27/20	03/27/23	451	MONTHLY
Centerstate Bank	250,000	251,472.50	0.900%	03/30/20	03/30/23	454	MONTHLY
Bank Leumi	250,000	253,180.00	1.450%	03/31/20	03/31/23	455	MONTHLY
Discover Bank	250,000	253,192.50	1.350%	04/02/20	04/03/23	458	MONTHLY
Berkshire Bank	250,000	252,745.00	1.300%	04/08/20	04/06/23	461	MONTHLY
American Express	250,000	252,132.50	1.100%	04/21/20	04/21/23	476	MONTHLY
New York Cmnty Bank	250,000	248,627.50	0.350%	12/11/20	12/11/23	710	QUARTERLY
Transportation Alliance Bk	250,000	247,550.00	0.250%	03/12/21	03/12/24	802	QUARTERLY
Preferred Bank	250,000	247,460.00	0.250%	03/25/21	03/25/24	815	QUARTERLY
Bankunited Natl Assn	245,000	243,559.40	0.450%	03/31/21	04/01/24	822	QUARTERLY
Greenstate Credit Union	250,000	248,075.00	0.450%	06/16/21	06/17/24	899	QUARTERLY
Eaglemark Savings Bank	250,000	247,692.50	0.400%	06/30/21	06/28/24	910	QUARTERLY
Texas Exchange Bk	250,000	248,247.50	0.500%	07/09/21	07/09/24	921	QUARTERLY
BMW Bk North Amer	250,000	248,437.50	0.550%	07/30/21	07/30/24	942	QUARTERLY
Toyota Finl Svgs	250,000	248,852.50	0.650%	09/09/21	09/09/24	983	QUARTERLY
State Bk India	250,000	248,807.50	0.650%	09/17/21	09/17/24	991	QUARTERLY
Ubs Bank Usa	250,000	249,142.50	0.750%	11/17/21	11/18/24	1,053	QUARTERLY
Webbank Salt Lake City	250,000	249,080.00	0.750%	11/29/21	11/29/24	1,064	QUARTERLY
Medallion Bank Salt Lake City	250,000	250,055.00	0.900%	12/20/21	12/20/24	1,085	QUARTERLY
Negotiable CD TOTAL	<u>\$ 10,485,000</u>	<u>\$ 10,540,664</u>					
CD TOTAL	<u>\$ 10,485,000</u>	<u>\$ 10,540,664</u>					

**City of Clovis
Municipal Securities
As of December 31, 2021**

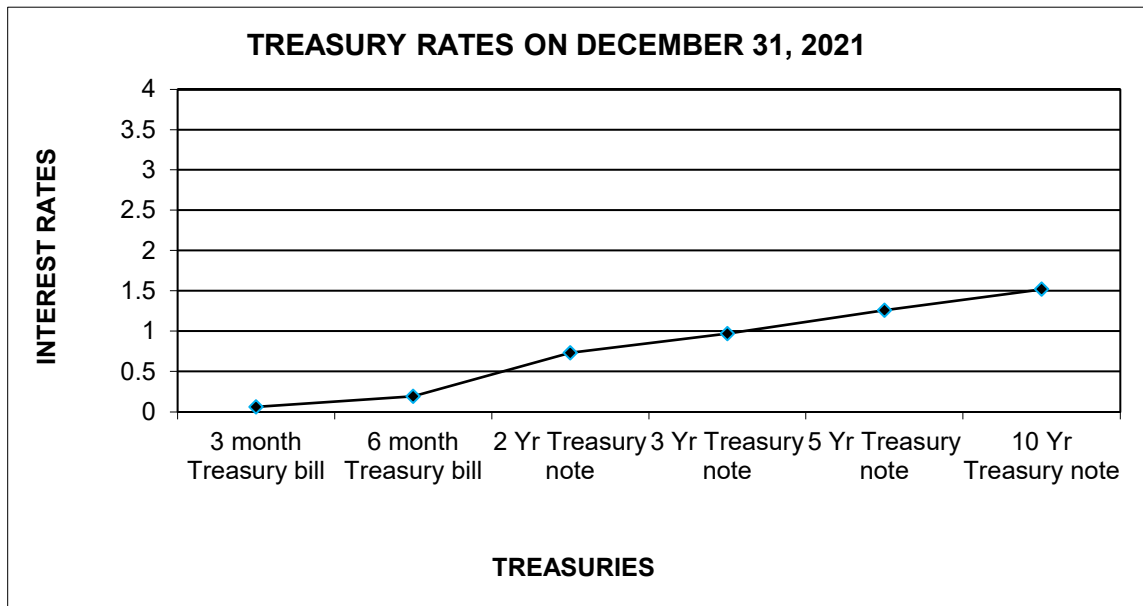
AGENDA ITEM NO. 4.

<u>Municipal Securities</u>	<u>COST</u>	<u>MARKET PRICE</u>	<u>INTEREST RATE</u>	<u>INVEST DATE</u>	<u>MATURITY DATE</u>	<u>MATURITY FROM 12/31/21</u>	<u>INTEREST FREQUENCY</u>
Huntington Beach Calif Pension Bond	1,000,000	994,390.00	0.381%	04/01/21	06/15/23	531	QUARTERLY
Fresno Unified Taxable Go Ref Bond	500,000	497,315.00	0.462%	09/30/20	08/01/23	578	QUARTERLY
Pomona Cali Uni Sch Dist Go Bond	815,000	811,544.40	0.534%	10/20/20	08/01/23	578	QUARTERLY
San Jose CA USD Ref Bond	775,000	769,125.50	0.221%	01/20/21	08/01/23	578	QUARTERLY
Vista CA USD Ref Bond	750,000	745,327.50	0.221%	01/20/21	08/01/23	578	QUARTERLY
William Hart Cali HS Go Bond	1,000,000	992,980.00	0.366%	12/23/20	08/01/23	578	QUARTERLY
Jefferson Cali Elem Sch Dist Go Bond	710,000	705,612.20	0.399%	10/27/20	09/01/23	609	QUARTERLY
Santa Rosa Calif Watr Ref Bond	350,000	348,810.00	0.578%	12/01/20	09/01/23	609	QUARTERLY
Santa Ana CCD Ref Bond	440,000	434,227.20	0.644%	12/17/21	08/01/24	944	QUARTERLY
Los Angeles CA USD Ref Bond	1,000,000	999,900.00	1.455%	11/15/21	07/01/26	1,643	QUARTERLY
San Ramon Valley CA USD Ref Bond	2,125,000	2,093,975.00	1.147%	11/03/21	08/01/26	1,674	QUARTERLY
Mun. Securities TOTAL	<u>\$ 9,465,000</u>	<u>\$ 9,393,207</u>					
Municipal Securities TOTAL	<u><u>\$ 9,465,000</u></u>	<u><u>\$ 9,393,207</u></u>					

**CITY OF CLOVIS
FINANCE DEPARTMENT
DECEMBER 31, 2021 TREASURY RATES**

Treasury Rates as of December 31, 2021

3 month Treasury bill	0.06
6 month Treasury bill	0.19
2 Yr Treasury note	0.73
3 Yr Treasury note	0.97
5 Yr Treasury note	1.26
10 Yr Treasury note	1.52



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



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
FROM: Finance Department
DATE: April 4, 2022
SUBJECT: Finance – Receive and File – Treasurer’s Report for the Month of December 2021.

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

Attached for the Council’s information is the Treasurer’s Report for the month ended December 31, 2021.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements, and fund balances. Attachment 1 provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. Attachment 2 summarizes the investment activity for the month and distribution, by type of investment, held by the City. Attachment 3 lists all investments with original maturities exceeding one year as of the month ended December 31, 2021.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Reviewed by: City Manager AA

City of Clovis
Statement of Cash Balances
As of December 31, 2021

Previous Balance	\$	6,868,443.76
Deposits		31,620,407.17
Disbursements		<u>(32,614,882.47)</u>
Current Balance	\$	<u>5,873,968.46</u>

<u>FUNDS</u>	<u>BALANCE</u>
100 General Fund	\$ (7,021,100.23)
201 Local Transportation	18,572,285.31
202 Parking and Business Improvements	120,095.30
203 Off Highway Use	70,799.59
204 Community Facilities District 2020-1	46,567.28
205 Senior Citizen Memorial Trust	54,797.01
207 Landscape Assessment District	4,349,985.82
208 Blackhorse III (95-1) Assessment District	84,950.17
301 Park & Recreation Acquisition	10,036,493.51
305 Refuse Equipment Reserve	1,867,116.28
310 Special Street Deposit Fund	34,197,890.53
313 Successor Agency	234,981.55
314 Housing Successor Agency	1,372,567.55
402 1976 Fire Bond Redemption	25,475.23
404 1976 Sewer Bond Redemption Fund	408,600.14
501 Community Sanitation Fund	15,349,631.37
502 Sewer Service Fund	34,524,736.56
504 Sewer Capital Projects-Users	1,254,343.51
506 Sewer Capital Projects-Developer	5,201,010.21
507 Water Service Fund	49,889,433.58
508 Water Capital Projects-Users	6,828,443.08
509 Water Capital Projects-Developer	10,500,580.58
515 Transit Fund	452,716.85
540 Planning & Development Services	16,555,652.45
601 Property & Liability Insurance	729,819.84
602 Fleet Maintenance	20,142,324.63
603 Employee Benefit Fund	6,970,045.12
604 General Government Services	26,075,505.56
701 Curb & Gutter Fund	161,505.81
703 Payroll Tax & Withholding Fund	1,016,329.48
712 Temperance/Barstow Assmt Dist (98-1)	76,221.63
713 Shepherd/Temperance Assmt Dist (2000-1)	5,766.62
715 Supp Law Enforcement Serv	115,232.50
716 Asset Forfeiture	180,956.15
720 Measure A-Public Safety Facility Tax	425.92
736 SA Admin Trust Fund	1,421.40
741 SA Debt Service Trust Fund	(365,643.48)
747 Housing Successor Trust Fund	1,137.98
SUBTOTALS	<u>\$ 260,089,102.39</u>
999 Invested Funds	<u>(254,215,133.93)</u>
TOTAL	<u>\$ 5,873,968.46</u>

City of Clovis
Summary of Investment Activity
For the month of December 31, 2021

<hr/> <hr/>		
<u>Balance of Investments Previous Month End</u>		<u>\$251,353,411.68</u>
<u>Time Certificates of Deposit Transactions</u>		
Investments	250,000.00	
Withdrawals	<u>0.00</u>	
Total CD Changes		250,000.00
<u>Other Changes</u>		
Government Securities	5,344,090.00	
Local Agency Investment Fund	0.00	
Municipal Securities	440,000.00	
Sweep Account	<u>(3,172,367.75)</u>	
Total Other Changes		<u>2,611,722.25</u>
Balance of Investments Current Month End		<u>\$ 254,215,133.93</u>

City of Clovis
Distribution of Investments
As of December 31, 2021

<hr/> <hr/>	
Insured CD's	10,485,000.00
Government Securities	136,883,893.25
US Treasury Notes	0.00
Local Agency Investment Fund	74,410,222.72
Municipal Securities	9,465,000.00
Sweep Account	<u>22,971,017.96</u>
Investment Total	<u>\$ 254,215,133.93</u>

City of Clovis
Original Maturities Exceeding One Year
As of December 31, 2021

Institution	Face Value	Investment Balance At Amortized Cost	Maturity	Stated Rate
FAMCMTN	3,000,000.00	2,999,819.00	1/10/2022	1.520%
FHLMCMTN	6,000,000.00	6,032,774.00	1/13/2022	2.375%
FHLB	12,000,000.00	12,029,049.00	3/11/2022	2.500%
FFCB	5,960,000.00	5,965,262.00	3/28/2022	2.280%
FFCB	6,000,000.00	6,005,963.00	6/14/2022	1.875%
FAMCMTN	6,000,000.00	6,008,870.00	6/21/2022	1.950%
FFCB	3,000,000.00	3,002,313.00	8/22/2022	1.625%
FHLB	6,000,000.00	6,028,575.00	9/9/2022	2.000%
FFCB	3,000,000.00	2,992,738.00	10/11/2022	1.375%
FFCB	5,000,000.00	5,004,208.00	10/13/2022	1.600%
FHLB	5,000,000.00	8,023,062.00	12/9/2022	1.875%
FHLB	8,000,000.00	5,024,825.00	12/9/2022	1.875%
FAMCMTN	8,500,000.00	8,525,815.00	2/27/2023	1.350%
FHLB	13,000,000.00	13,344,038.00	3/10/2023	2.125%
FHLB	5,000,000.00	5,156,382.00	3/10/2023	2.125%
FFCB	5,000,000.00	5,000,000.00	3/1/2024	0.250%
FFCB	2,000,000.00	1,999,069.00	3/18/2024	0.300%
FHLB	5,000,000.00	5,000,000.00	6/7/2024	0.350%
FAMCMTN	4,000,000.00	3,948,513.00	7/28/2025	0.750%
FAMCMTN	5,000,000.00	4,964,052.00	9/8/2025	0.600%
FHLB	5,000,000.00	4,949,331.00	2/11/2026	0.580%
FHLB	4,000,000.00	3,923,172.00	2/24/2026	0.750%
FFCB	5,000,000.00	4,967,913.00	9/28/2026	0.940%
FHLB	6,000,000.00	5,988,151.00	11/24/2026	1.250%



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: April 4, 2022

SUBJECT: General Services - Approval – Res. 22-____, Authorizing the Execution of the Certificates of Assurances for the Low Carbon Transit Operations Program (LCTOP), and Submittal of One (1) Project for Fiscal Year 2021-2022.

ATTACHMENTS: 1. Resolution 22-____

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve a resolution authorizing the execution of the Certificates of Assurance for the Low Carbon Transit Operations Program (LCTOP), and submittal of one (1) project for fiscal year 2021-2022.

EXECUTIVE SUMMARY

The City of Clovis is eligible for annual allocations of Low Carbon Transit Operations Program (LCTOP) funds effective FY 2014-2015. At least 50% of the funds must be spent in a manner which provides a direct, meaningful, and assured benefit to the designated disadvantaged areas. According to California Air Resources Board, the disadvantaged areas in the City of Clovis are bordered by Winery Avenue, Gettysburg Avenue, Clovis/Minnewawa Avenues, and Bullard Avenue.

Caltrans administers the LCTOP project funding and the required reporting. Caltrans is requiring City Council approval of the Certifications and Assurances document (attached). The document lists the application and reporting requirements and authorizes the General Services Manager to oversee the grant for the City of Clovis.

In addition, Caltrans requires approval of the application of the FY 2021-2022 project. This year's allocation, \$334,109, will be combined with past and future allocations to accumulate enough funds to purchase a battery-electric bus.

BACKGROUND

The LCTOP is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by SB 862. Beginning in FY 2015-2016 and beyond, five percent (5%) of the annual auction proceeds in the Greenhouse Gas Reduction Fund will be appropriated for LCTOP. The City of Clovis is eligible for funding on a formulaic basis. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility with an emphasis on serving disadvantaged communities. At least 50% of the funds must be spent in a manner which provides a direct, meaningful, and assured benefit to the designated disadvantaged areas. In the City of Clovis, the disadvantaged area according to the California Air Resource Board is bordered by Winery Avenue, Gettysburg Avenue, Clovis/Minnewawa Avenues, and Bullard Avenue.

Caltrans administers the LCTOP project funding and the required reporting. Caltrans is requiring City Council approval of the Certifications and Assurances document (Attachment A). The document lists the application and reporting requirements and authorizes the General Services Manager to oversee the grant for the City of Clovis.

Also included in the resolution is approval of a project for the FY 2021-2022 allocation request. The FY 2021-2022 allocation, \$334,109, will be combined with past and future LCTOP allocations toward the purchase of a full-size battery-electric bus (BEB). It is anticipated that at least four years of LCTOP allocations will be required to complete the purchase of the vehicle. Staff is planning for the eventual conversion of the transit fleet to zero-emission vehicles as required by the California Air Resources Board Innovative Clean Transit (ICT) regulation, which was adopted in 2018. The ICT requires all public transit agencies to purchase zero-emission vehicles on a graduated calendar based upon size of operation. For Clovis, this regulation goes into effect in 2026. Clovis Transit is currently developing an electrification master plan that will provide technical and strategic information to assist staff in determining the model and size of vehicle that will be most useful to the service.

In addition, Caltrans requires approval of the application of the FY 2021-2022 project. This year's allocation, \$334,109, will be combined with past and future allocations in order to accumulate enough funds to purchase a battery-electric bus.

FISCAL IMPACT

The impact is revenue from the FY 2021-2022 LCTOP allocation in the amount of \$334,109. These funds will be combined with past and future allocations.

REASON FOR RECOMMENDATION

The resolution and Certifications and Assurances documents are required by Caltrans for LCTOP funds.

ACTIONS FOLLOWING APPROVAL

Staff will send a copy of the resolution and Certifications and Assurances document to Caltrans. The General Services Manager will continue to apply for the LCTOP annual funding and will complete required program reporting and documentation requirements.

Prepared by: Susanna Herrera, Management Analyst

Reviewed by: City Manager AH

RESOLUTION 22-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES
AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT
OPERATIONS PROGRAM (LCTOP) FOR THE FOLLOWING PROJECT:
BATTERY ELECTRIC BUS PURCHASE \$334,109**

WHEREAS, the City of Clovis is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Clovis wishes to delegate authorization to execute these documents and any amendments thereto to Amy Hance, General Services Manager; and

WHEREAS, the City of Clovis wishes to implement the LCTOP project listed above.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Clovis hereby declares that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations, and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Clovis hereby declares Amy Hance, General Services Manager, to be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Clovis hereby authorizes the submittal of the following project nomination and allocation request to the Department in FY2021-2022 LCTOP funds: Battery Electric Bus Purchase \$334,109.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on April 4, 2022, by the following vote, to wit:

AYES:

NOS:

ABSENT:

ABSTAIN:

Dated: April 4, 2022

Mayor

City Clerk



**FY 2021-2022 LCTOP
Certifications and Assurances**

Lead Agency: City of Clovis

Project Title: Battery Electric Bus Purchase

Prepared by: Amy Hance

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).



FY 2021-2022 LCTOP

9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. The Lead Agency must submit the following LCTOP reports:

- a. **Annual Project Activity Reports October 28th each year.**
- b. **A Close Out Report within six months of project completion.**
- c. **The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.**
- d. **Project Outcome Reporting as defined by CARB Funding Guidelines.**
- e. **Jobs Reporting as defined by CARB Funding Guidelines.**

2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
 - b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with



FY 2021-2022 LCTOP

Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs subject to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times



FY 2021-2022 LCTOP

during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

- 3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

Amy Hance
(Print Authorized Agent)

A Hance
(Signature)

General Services Manager
(Title)

03/10/2022
(Date)



FY 2021-2022 LCTOP
Authorized Agent

AS THE General Services Director
(Chief Executive Officer/Director/President/Secretary)

OF THE City of Clovis
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Amy Hance, General Services Manager OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
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(Name and Title of Authorized Agent)

Shonna Halterman General Services Director
(Print Name) (Title)


(Signature)

Approved this 11 day of March, 2022



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: April 4, 2022

SUBJECT: General Services - Approval – Selection of Contractor to Repair Water Damage at the Public Safety Facility.

ATTACHMENTS: 1. Contract Agreement

CONFLICT OF INTEREST

None.

RECOMMENDATION

Approve the proposal submitted by BMY Construction Group, Inc., to provide water damage repair work at the Public Safety Facility located at 1233 5th Street in Clovis.

EXECUTIVE SUMMARY

On April 30, 2021, Lee's Plumbing and Heating made repairs to the main water line in the ceiling over the bathrooms in the Police Investigations portion of the Public Safety Facility (south end). However, on Saturday May 1, 2021, the repair failed. Water flowed throughout and from the ceiling, down walls, and flooded a portion of the south end of the building. Lee's Plumbing & Heating was notified about the failure, and staff coordinated with Lee's third-party abatement contractor to remove all water damaged material. Lee's Plumbing and Heating insurance provider (Travelers Insurance) was assigned to work with the City for the process and subrogation to repair/replace damaged finishes.

Staff coordinated with IT Architecture to provide bid documents for the repair of water damaged areas. Staff advertised the project on the City's web-based bid management system, which distributed the invitation to thirty-three (33) registered vendors interested in water damage restoration work. A public notice for the bid was also published in Fresno's *The Business Journal* and listed with local construction exchanges in accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA) guidelines.

Staff is seeking approval to enter into a contract with BMY Construction Group, Inc., to repair the water damage in the Public Safety Facility for \$360,600.00. Staff finds BMY Construction Group Inc.'s bid to be the lowest responsible bidder.

BACKGROUND

On Friday, April 30, 2021, Lee's Plumbing and Heating made repairs to the main water line in the ceiling over the bathrooms in the Police Investigations portion of the Public Safety Facility (south end). However, on Saturday May 1, 2021, the repair failed. Water flowed throughout and from the ceiling, down walls and flooded a portion of the south end of the building. Lee's Plumbing & Heating was notified about the failure, and staff coordinated with Lee's third-party abatement contractor to remove all water damaged material. Lee's Plumbing and Heating insurance provider (Travelers Insurance) was assigned to work with the City for the process and subrogation to repair/replace damaged finishes.

Under CUPCCAA guidelines that the City has adopted, staff developed bid documents to repair water damage at the Public Safety Facility. The bid documents were advertised on the City's web-based bid management system, which distributed the invitation to registered vendors interested in water damage restoration services.

The City's web-based bid management system electronically distributed the bid documents to thirty-three (33) vendors, of which twenty-five (25) vendors downloaded bid documents for review. Eighteen (18) vendors were represented at the mandatory pre-proposal meeting and three (3) vendors submitted bids to the City.

Below are the results of the formal bidding process to repair the water damage at Public Safety Facility.

BIDDERS	BASE BID
BMV CONSTRUCTION GROUP, INC.	\$360,000
RAKKAR DEVELOPMENT & CONST	\$380,500
FLEX PRO INC.	\$412,500

FISCAL IMPACT

Appropriate funds will be subrogated from Travelers Insurance for the complete amount of the project; therefore, there is no negative impact to the FY 21/22 or 22/23 budget.

REASON FOR RECOMMENDATION

The water damage caused by Lee's Plumbing and Heating's failed water line repair has disabled multiple restrooms and investigation rooms within the Public Safety Facility. Repairs to these areas are crucial for fluid operations of the Police Department. BMV Construction Group Inc. submitted the lowest responsible bid for water repair damage at the Public Safety Facility.

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

ACTIONS FOLLOWING APPROVAL

Staff will prepare a contract for City Manager approval with BMY Construction Group Inc. to repair the water damage due to a failed plumbing line repair by an outsourced vendor.

Prepared by: Stephen Frankian, Facilities Maintenance and Purchasing Manager

Reviewed by: City Manager AH

**CITY OF CLOVIS
CONTRACT SERVICE AGREEMENT**

This Contract Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and **BMV Construction Group, Inc.** ("Contractor ") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on **May 5th, 2022** ("Effective Date").

RECITALS

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

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

AGREEMENT

1. Scope of Services. Contractor shall perform the Services described in the Recitals and detailed in **Exhibits A & B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. Priority and Conflicts; Exclusions. If the terms and requirements of this Agreement and/or **Exhibit A** conflict with **Exhibit B**, this Agreement and **Exhibit A** shall control. No contractual terms and/or conditions found in **Exhibit B** shall purport to waive, disclaim, or limit Contractor's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Contractor.
3. Term of Agreement; Commencement of Services; Schedule. Contractor shall begin performing the Services on **May 5th, 2022**, unless otherwise instructed by City, and continue with the Services until satisfactorily completed, as determined by City. Contractor shall complete the Services not later than **August 2nd, 2022** ("Completion Date"), unless extended beyond this date by mutual consent of the Parties. This Agreement may be terminated prior to the Completion Date pursuant to Section 17 herein.

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

4. Payment for Services. City shall pay Contractor for the Services performed pursuant to this

Agreement according to the rate(s) stated in **Exhibit A** or in Contractor's Proposal, which is set forth in **Exhibit B**, as applicable. The total amount paid by City to Contractor shall not exceed **Three Hundred Thousand, Six Hundred Dollars (\$360,600.00)**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Contractor shall not assign the payment of any monies due

Contractor from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Contractor directly to Contractor.

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

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

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

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

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

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

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

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

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

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

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

party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

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

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

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

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

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

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

34. Licensing. Contractor shall maintain the following license throughout the performance of this Agreement: Class **B**. Contractor shall also obtain and maintain a City of Clovis Business Tax Certificate prior to commencing performance of the Services.

35. Payment Bond. When required by applicable law, including Civil Code section 9550, prior to commencing any portion of the Services, the Contractor shall apply for and furnish City a payment bond for its portion of the Services which shall cover 100% payment for all obligations arising under the Agreement and guaranteeing the payment in full of all claims for labor performed and materials supplied for the Services. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section

995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than “A-” as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to City.

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

37. Delay Damages. Time is of the essence with respect to this Agreement and the Services performed by Contractor. Contractor’s failure to timely complete the Services under this Agreement shall result in the assessment of delay damages at the rate of **\$2,500.00 per day** for each calendar day the Services remain unfinished beyond the Completion Date or Services remains incomplete beyond any phase or milestone identified in the schedule as being subject to Delay Damages. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed completion of the Services are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor’s work and the project, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that completion of the Services are delayed.

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

[Signature Page Follows]

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

CONTRACTOR

CITY OF CLOVIS

By: _____

By: _____
John Holt, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Contractor

BMV Construction Group, Inc.
Attn: Eric L. Bower
Title: Owner
5485 E. Olive Ace
Fresno, CA 93727
estimating@bmyinc.com
559-243-4200

City of Clovis

Facility Maintenance
Attn: Stephen Frankian
Title: Facility Maintenance & Purchasing Manager
1033 Fifth Street
Clovis, CA 93612
Stephenf@cityofclovis.com
559-324-2705

ATTEST

Karey Cha, City Clerk

APPROVED AS TO FORM

Scott G. Cross, City Attorney

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

EXHIBIT A

DESCRIPTION OF SERVICES

SCOPE OF SERVICES

This project is limited to selected repair work due to water damage. Such work includes, plumbing, Mechanical, Electrical, ADA Restroom Restoration and Flooring Replacement.

SCHEDULE

Contractor has **Sixty (60)** working days to complete the project.

COMPENSATION AND RATES

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

City shall pay Contractor for the Services performed pursuant to this Agreement monthly progress payments will be submitted and approved by City Staff. The total amount paid by City to Contractor shall not exceed Three Hundred Sixty Thousand, Six Hundred Dollars (\$360,600.00).

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

Total compensation, including expense reimbursement, shall not exceed

CONTRACT TOTAL: \$360,600.00

DELAY DAMAGES

Time is of the essence with respect to this Agreement and the Services to be performed by Contractor. Contractor's failure to timely perform the Services under this Agreement or failure to meet the benchmarks and delivery dates set forth in the schedule shall result in the assessment of delay damages at the rate of **\$2,500 per day** for each calendar day beyond the respective benchmark and delivery dates that the Services remain incomplete or not fully performed. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed completion of the Services are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of other contractor's work, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that completion of the Services is delayed.

EXHIBIT B CONTRACTOR'S PROPOSAL

BID PROPOSAL

FOR
WATER DAMAGE REPAIR FOR CLOVIS POLICE DEPARTMENT

TO: The City Manager
City of Clovis
Clovis, CA 93612

FROM: CONTRACTOR BMY Construction Group, Inc.
Name of bidder

BASE BID

The undersigned bidder, having carefully examined the location of the Work, the Plans and Specifications, and all other Contract Documents for the Water Damage Repair for Clovis Police Department contract, hereby proposes to furnish, in strict accordance with the Contract Documents, all of the materials, labor, equipment, applicable taxes, and services necessary for the completion of this project and assume all liability imposed upon the Contractor by the Contract, and to accept as full compensation the amount of

Three hundred sixty thousand six hundred ~no
Dollars
(\$ ~~300,000~~ 360,600.00)

This amount includes all allowances and contingency funds identified in the Agreement form or other documents in the bid package. All bidders will need to add a \$50,000 dollar owner contingency to their base bid. Any bids that do not reflect the owner's contingency will be rejected as non-responsive.

Note: bidders are required to write the bid price in both words and figures.

ALTERNATE BID ITEMS (Replace with) OWNER CONTINGENCY

Owner contingency of \$50,000.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR BID PRICE QUOTED SHALL PREVAIL.

CITY OF CLOVIS, Error! Unknown document property name.

BID PROPOSAL

Item	Quantity	Unit	Item Description with Unit Price in Words	Unit Price	Bid Price
------	----------	------	---	------------	-----------

BID SUMMARY

Total amount of Base Bid plus owner contingency is Three hundred sixty thousand
Six hundred dollars and zero cents.
 (\$ 360,600.00).

IN CASE OF DISCREPANCY BETWEEN THE BASE BID PRICE IN WORDS AND FIGURES, THE BASE BID PRICE QUOTED IN WORDS SHALL PREVAIL.

The city reserves the right to waive any informalities or minor irregularities in the bids. In case the unit price in words is incorrectly written as the bid price for a quantity based item, and the price in words matches exactly the numerical bid price, it will be considered that the unit price in figures is given in good faith. Only in such cases, the unit price in figures will be used.

CONTRACTOR SHALL BID ON ALL OF THE ITEMS IN THE BASE BID SECTION AND, IF APPLICABLE, THE ALTERNATE BID SECTION. THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

ADDENDA - This proposal is submitted with respect to the changes to the contract included in addendum number/s

#1, #2, #3, #4

WARNING: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the bidder, this proposal may be rejected.

The undersigned has carefully checked all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

A certified or cashier's check made payable to the City or a bid bond in favor of said City for

_____ (\$ _____).

which amount is not less than ten percent (10%) of the total amount of this proposal, is attached hereto and is given as a guarantee that the undersigned will execute an agreement and furnish the required bonds if awarded the contract and in case of failure to do so within ten days from notice of award the same will be forfeited to the City.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR UNIT PRICE QUOTED SHALL PREVAIL.

SPECIFICATIONS

PAGE - 2

CITY OF CLOVIS
Water Damage Repair for Clovis Police Department

BID PROPOSAL

BIDDER'S INFORMATION AND SIGNATURE

The undersigned certifies that he has a valid license as Contractor in the State of California, for the classes required on this Project (Class A, B, C-S), the numbers of which are #080179 and the expiration dates of which are 11/31/2025. The authorized person signing below affirms that the information, answers, and representations in this bid are true, correct, and complete, and he/she acknowledges and understands that they are made under penalty of perjury under the laws of the State of California.

<p>1. Bidding Firm</p> <p><u>BMY construction group, inc.</u></p>	<p>2. Type of Business</p> <p><input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Jt. Venture <input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Individual DBA _____</p>
<p>3. Business Address</p> <p><u>5485 E. olive Ave</u></p> <p>City State Zip Code</p> <p><u>FRESHO CA 93727</u></p>	<p>4. Telephone Number</p> <p><u>(559) 243-4200</u></p> <p>5. Fax Number</p> <p><u>(559) 222-2380</u></p>
<p>6. E-mail Address</p> <p><u>estimating@bmyinc.com</u></p>	<p>8. Signature of Authorized Person</p> <p><u><i>Eric L. Bower</i></u> <u>Eric L. Bower, President</u></p>
<p>7. Name of Authorized Person</p> <p><u>ERIC L. BOWER</u></p>	

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

1. If bidder is an individual, enter name here in style used in business; if a joint venture, exact names of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation under which it is incorporated.
2. If bidder is other than an individual, identify here its character, i.e. corporation (including state of corporation), joint venture, partnership, etc. If bidder is an individual operating under a trade name, state "Individual DBA (trade name in full)".
3. State on this line the address to which all communications and notices regarding the Bid Proposal and any contract awarded thereunder, are to be addressed.
4. State on this line the phone numbers to which all general communications will be directed.
5. State on this line the fax numbers to which all general communications will be directed.
6. State on this line the E-mail address to which all electronic communications and notices are to be addressed.
7. If bidder is a joint venture, signature must be by one of the joint ventures, and if one or both of the joint ventures is a partnership or a corporation each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his signature. Where bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation and their business addresses must be shown below:

_____	_____
_____	_____
_____	_____

NOTE: All signatures must be signed and printed or typewritten above. All addresses must be complete with street number, city and state information.

SUBCONTRACTORS DESIGNATION

Pursuant to the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the Bidder hereby designates below, for the project, opposite various portions of work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the amount of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated subcontractor, or sublet or subcontract any of the work as to which a subcontractor is not herein designated without the consent of the City and approval of the Engineer. The bidder may submit a correct subcontractor license number within 24 hours after the bid opening if the corrected number corresponds to the submitted name and location of that subcontractor. If so corrected, an inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive. The subletting or subcontracting of any work for which there was no subcontractor designated in the original bid may be permitted only in case of public emergency or necessity. The Contractor shall perform, with its own organization, no less than five (5) percent of the original total contract price, except for all federal-aid projects, which is thirty percent (30%) minimum, as defined in the Caltrans' Local Assistance Procedures Manual Chapter 16 Subsection 16.6 "Subcontractors".

NOTE: List one firm only for each portion of work. All sub-contractors' names, license numbers, and portions of work must be clearly printed or typewritten below. Complete information shall be submitted to the City within 24 hours of receipt of bids.

SUBCONTRACTOR 1

Ceramic Tile

Portion of Work (describe portion, and state percentage of total contract price)
Visalia Ceramic Tile ()

Company Name 481599 Phone 1000000896

California Contractor License Number Visalia DIR PWCR Number

Address Visalia City State Zip-code

SUBCONTRACTOR 2

Flooring

Portion of Work (describe portion, and state percentage of total contract price)
Better Flooring ()

Company Name 820202 Phone 1000000130

California Contractor License Number Fresno DIR PWCR Number

Address Fresno City State Zip-code

CITY OF CLOVIS
Water Damage Repair for Clovis Police Department

BID PROPOSAL

SUBCONTRACTORS (CON'T)

NOTE: Use additional pages if necessary. List one firm only for each portion of work. All sub-contractors' names, license numbers, and portions of work must be clearly printed or typewritten below. Complete information shall be submitted to the City within 24 hours of receipt of bids.

SUBCONTRACTOR 3

HVAC

Portion of Work (describe portion, and state percentage of total contract price)
 Note Sheet Metal ()

Company Name Phone
 438796 1000004782

California Contractor License Number DIR PWCR Number
 Fresno

Address City State Zip-code

SUBCONTRACTOR 4

Electrical

Portion of Work (describe portion, and state percentage of total contract price)
 Westech Systems ()

Company Name Phone
 1072935 1000708129

California Contractor License Number DIR PWCR Number
 Clovis

Address City State Zip-code

SUBCONTRACTOR 5

Portion of Work (describe portion, and state percentage of total contract price)
 ()

Company Name Phone

California Contractor License Number DIR PWCR Number

Address City State Zip-code

SPECIFICATIONS

PAGE - 5

NON-COLLUSION DECLARATION

I, ERIC BOWER, declare that I am the
Name

PRESIDENT
Owner, Partner, Corporate Officer (list title), Co-Venturer

of Bmy construction group, Inc.
Bidding Entity

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Signature of Bidder

2/28/22
Date Signed

(California Public Contract Code Section 7106; Stats. 1988, c. 1548, Section 1.)

NOTE: The above Non-collusion Declaration is part of the Bid Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CITY OF CLOVIS
Water Damage Repair for Clovis Police Department

BID PROPOSAL

(Seal)



North American Specialty Insurance Company
Corporate Surety

1200 Main Street, Suite 800, Kansas City, MO 64105
Business Address

By: Jonh Sullivan
Name and Signature Jon Richard Sullivan, Attorney-in-Fact

The rate or premium of this bond is \$0 per thousand, the total amount of premium charged, \$ 0 - No Charge for Bid Bonds

(The above must be filled in by Corporate Surety.)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Fresno }
On February 10, 2022 before me, Janna Jensen, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Eric Bower
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Janna Jensen
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer - Title(s): _____ Corporate Officer - Title(s): _____

Partner - Limited General Partner - Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of Marin

On February 8, 2022 before me, Emma Nichols, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

JON RICHARD SULLIVAN, KAREN RHODES, TAMMY BATES and EMMALYN NICHOLS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By [Signature] Erik Janssens, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

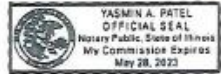


IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3RD day of DECEMBER, 20 21.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois ss:
County of Cook

On this 3RD day of DECEMBER, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Erik Janssens, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of February, 20 22.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

CITY OF CLOVIS
Water Damage Repair for Clovis Police Department

BID PROPOSAL

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- 1. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- 2. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

BMY construction Group, Inc.
Company Name of Contractor

Eric L. Bower, President
Name and Title of Authorized Person

 2/22/2022
Authorized Signature Date of Signature

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG FREE WORKPLACE CERTIFICATION

The Drug Free Workplace Act of 1990 (Government Code sections 8350 et seq.) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug free workplace;
 - (c) The availability of drug counseling, rehabilitation and employee assistance programs;
 - (d) The penalties that may be imposed upon employees for drug abuse Violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

BMY Construction Group, Inc.
Company Name of Contractor

ERIC L. BOWER, President
Name and Title of Authorized Person

 Authorized Signature
2/22/2022 Date of Signature

CITY OF CLOVIS
Water Damage Repair for Clovis Police Department

BID PROPOSAL

SUFFICIENT FUNDS DECLARATION

Owner: City of Clovis

Contract: Water Damage Repair for Clovis Police Department

I, ERIC L. BOWER (Authorized Person), declare that I am the
President (Title of Authorized Person) of
BMY CONSTRUCTION GROUP, INC. (Contractor),

the Entity making and submitting the bid for the above Contract that accompanies this Declaration, and that such bid includes sufficient funds to permit the Entity to comply with all local, state or federal labor laws or regulations during the Contract, including payment of prevailing wage, and that the Entity will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on February 22 2022 at FRESNO (City),
CA (State).

BMY CONSTRUCTION GROUP, INC.
Company Name of Contractor ("Entity")

ERIC L. BOWER Name of Authorized Person President Title of Authorized Person

[Signature] Authorized Signature 2/22/2022 Date of Signature

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

(ii) For any claims related to the Services performed pursuant to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers,

officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

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

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

EXHIBIT D SIGNING AUTHORITY



Corporate Resolution Authorizing Signature of Documents

The Board of Directors of BM Construction Group, Inc. hereby resolves to authorize Eric Bower to sign corporate documents, insurance documents, bonds, bid documents, and contract documents.

BM Construction Group, Inc.

By 
Eric Bower, President

Dated: January 8, 2018

5485 East Olive Avenue • Fresno, CA 93727 • Phone (559) 243-4200 • Fax (559) 222-2380
CSL#686178
Page 1 of 1



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: April 4, 2022

SUBJECT: Planning and Development Services - Approval - Bid Award for CIP 22-01, Rubberized Cape Seal 2022; and Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

1. For the City Council to award a contract for CIP 22-01, Rubberized Cape Seal 2022 to American Asphalt South, Inc. in the amount of \$1,203,993.09; and
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

Staff is recommending that City Council authorize the City Manager to award and execute the contract to American Asphalt South, Inc. who was the lowest responsible bidder from a bid opening that took place on March 22, 2022.

The construction involves approximately 70,991 square yards of rubberized cape seal, approximately 255,689 square yards of Type II slurry seal and approximately 25,000 square yards of the Type II slurry seal is located at the Blackhorse subdivision. Locations are shown on the map in Attachment 1.

The work includes removal of all existing traffic striping, markings and markers, furnishing and installation/application of asphalt rubber chip seal, Type II slurry seal, traffic control, street sweeping, cleanup, traffic striping and all other items or details required as described in the Contract Documents.

BACKGROUND

The following is a summary of the bid results of March 22, 2022:

BIDDERS	BASE BIDS
American Asphalt South, Inc.	\$1,203,993.09
Pavement Coatings Company	\$1,257,829.00
American Pavement Systems, Inc.	\$1,267,124.00
VSS International, Inc.	\$1,280,120.00
Doolittle Construction, LLC.	\$1,363,000.00
ENGINEER'S ESTIMATE	\$1,160,401.75

All bids were examined, and the bidder's submittals were found to be in order. American Asphalt South, Inc. is the lowest bidder. Staff has validated the lowest bidder contractor's license status.

FISCAL IMPACT

This project was budgeted in the 2021-2022 Community Investment Program. The project is supported by Measure "C" pass-through funds. The portion of the project located in the Blackhorse subdivision is funded by assessment district proceeds.

REASON FOR RECOMMENDATION

American Asphalt South, Inc. is the lowest bidder. There are sufficient funds available for the anticipated cost of this project.

ACTIONS FOLLOWING APPROVAL

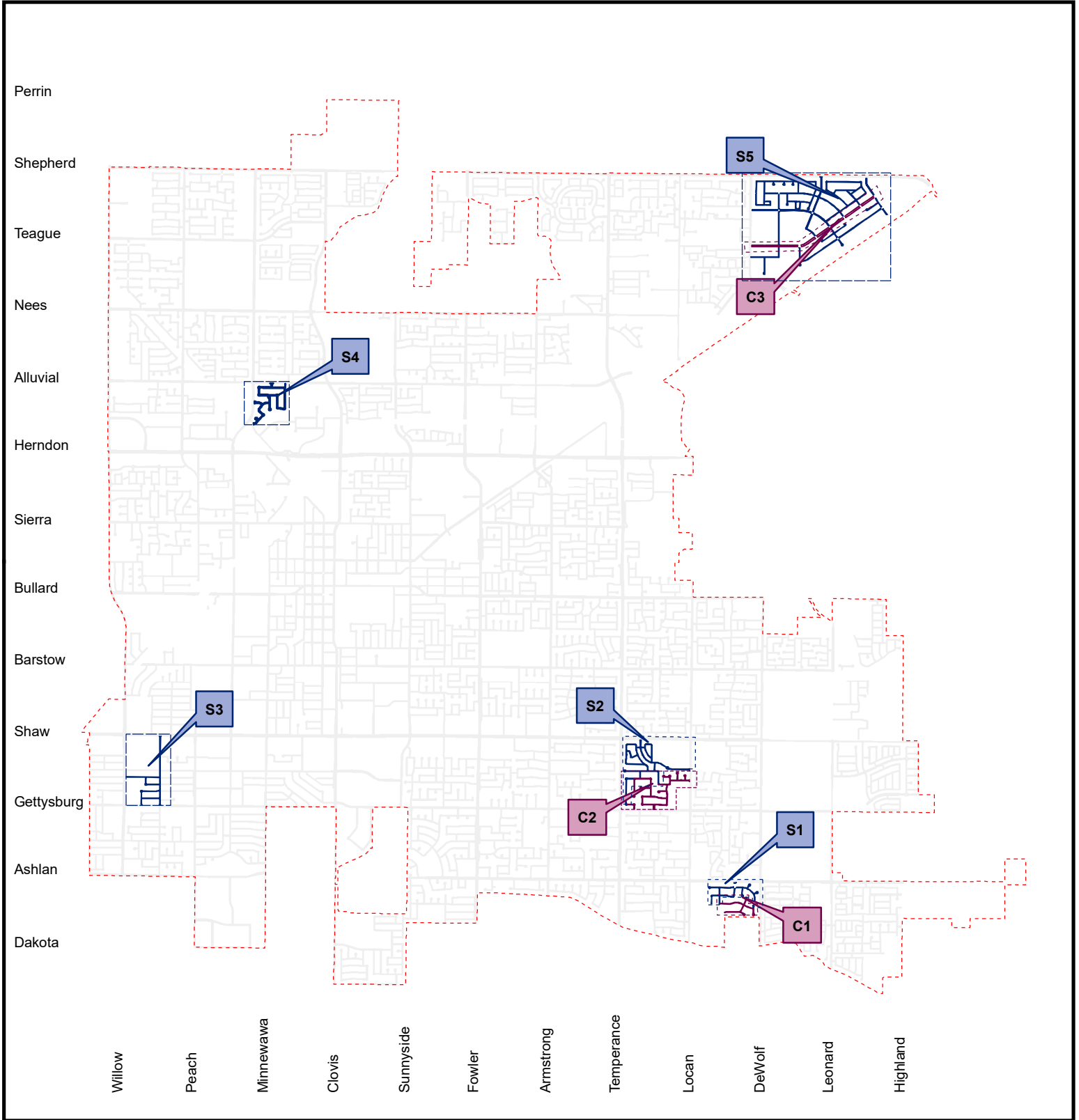
1. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
2. Construction will begin approximately two (2) weeks after contract execution and shall be completed in forty (40) working days thereafter.

Prepared by: Thomas K. Cheng, Project Civil Engineer

Reviewed by: City Manager *AK*

VICINITY MAP

CIP 22-01 RUBBERIZED CAPE SEAL 2022



ATTACHMENT 1 CITY OF CLOVIS PROJECT LOCATIONS

 CLOVIS CITY LIMITS

S=Slurry Seal
C=Cape Seal





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: April 4, 2022

SUBJECT: Planning and Development Services – Approval – Res. 22-____, A request to adopt a resolution approving the initiation of an application for a general plan amendment from I (Industrial) to O (Office) for a 2.51 acre parcel on the west side of Clovis Avenue immediately north of Freeway 168.

ATTACHMENTS: 1. Resolution 22-____

CONFLICT OF INTEREST

None.

RECOMMENDATION

Staff recommends that the Council adopt a resolution initiating an application for an amendment to the City of Clovis 2014 Clovis General Plan to amend a ±2.51 acre parcel from the I (Industrial) to O (Office) land use designation on the west side of Clovis Avenue immediately north of Freeway 168, as shown on the next page in **Figure 1**.

EXECUTIVE SUMMARY

The owner of the subject property is working with staff to evaluate the submittal requirements for a potential hotel project on the site. In researching the property, staff identified a conflict between the existing general plan designation (Industrial) and the existing zoning (Commercial-Professional). Further investigation indicated that the City-wide land use map adopted in conjunction with the 2014 General Plan redesignated the site from Office to Industrial, despite earlier site-specific approvals which had established the Office designation on the site. A subsequent discussion with former Director Dwight Kroll confirmed that the Industrial general plan designation was an oversight, and that Office designation should have been retained. Staff is recommending that the Council initiate a general plan amendment on the subject property to correct the mapping error made on the 2014 General Plan land use map. If the general plan amendment is initiated, it will be brought back for consideration by the Planning Commission and Council later this spring.

When the 2014 General Plan land use map was adopted, the land use designation shown for the subject parcel was I (Industrial). It appears that the industrial designation for the adjacent Dry Creek Business Park was simply extended onto the adjacent undeveloped properties in error. Staff contacted former Planning and Development Services Director Dwight Kroll for background on this matter. Mr. Kroll confirmed that the change to an industrial land use designation was an inadvertent mapping error, and the City's intention was to see the site developed commercially, preferably with a multi-story building that would rise above the elevated freeway. Because it was the City's oversight that led to the application of the Industrial land use designation, staff is recommending that the Council initiate a general plan amendment to correct the error.

FISCAL IMPACT

If initiated, Staff would process the amendment and the City would bear the processing costs. The application fees for this general plan amendment would be approximately \$13,165.

The recommended initiation would correct an inconsistency in the subject property's intended land use designation, which was inadvertently changed as part of the update to the 2014 Clovis General Plan. The change would encourage development on the site which would result in an overall positive fiscal impact.

REASON FOR RECOMMENDATION

Initiation of the requested amendment to the 2014 Clovis General Plan would remove an inconsistency in the subject property's land use designation and amend it back to its originally intended designation as O (Office). If successful, the correction to the land use designation would allow development to move forward more efficiently.

ACTIONS FOLLOWING APPROVAL

Staff will prepare an amendment to the 2014 Clovis General Plan for consideration by the Planning Commission and City Council.

Prepared by: Dave Merchen, City Planner

Reviewed by: City Manager AA

**DRAFT
RESOLUTION 22-_____**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING THE INITIATION OF AN APPLICATION FOR A GENERAL PLAN AMENDMENT FROM I (INDUSTRIAL) TO O (OFFICE) FOR A 2.51 ACRE PARCEL ON THE WEST SIDE OF CLOVIS AVENUE IMMEDIATELY NORTH OF FREEWAY 168

WHEREAS, the owner of the 2.51 acre parcel on the west side of Clovis Avenue immediately north of Freeway 168 (“subject property”) is working with Clovis Planning staff to evaluate the submittal requirements for a potential project on the site; and

WHEREAS, in researching the site, staff identified a conflict between the existing general plan designation (Industrial) and the existing zoning (Commercial-Professional) on the subject property; and

WHEREAS, in December of 1992, the City Council approved General Plan Amendment 1992-11 to establish the O (Office) land use designation on the site, and in April of 1993, the City Council approved Rezoning 1993-02 to establish the C-P (Commercial-Professional) zone district on the site; and

WHEREAS, research and investigation determined that the current inconsistency between the general plan designation and the zoning was created by the inadvertent application of the Industrial land use designation on the site in conjunction with the 2014 General Plan update; and

WHEREAS, the City Council finds merit in considering an amendment to the General Plan to correct the oversight made in 2014.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis Council approves the initiation of an amendment to the General Plan from the I (Industrial) to O (Office) land use designation on the west side of Clovis Avenue immediately north of Freeway 168.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on April 4, 2022, by the following vote, to wit.

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

DATED: April 4, 2022

Mayor

City Clerk



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: April 4, 2022

SUBJECT: Planning and Development Services – Approval – Bid Award for CIP 17-06 Old Town Clovis Streetscape 2021; and Authorize the City Manager to Execute the Contract on behalf of the City.

ATTACHMENTS: 1. Vicinity Map

CONFLICT OF INTEREST

None.

RECOMMENDATION

1. For the City Council to award a contract for CIP 17-06, Old Town Clovis Streetscape 2021 to American Paving Co. in the amount \$423,499.30; and
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

Staff is recommending that City Council authorize the City Manager to award and execute the contract to American Paving Co., who was the lowest responsible bidder from a bid opening that took place on March 22, 2022.

The project consists of the construction at 3 locations on Old Town Clovis:

Site 'A' Clovis Avenue: from Rodeo Drive to 5th Street: work includes construction of new curb, gutter and sidewalk (stamped/standard), trees and tree wells, irrigation system, asphalt pavement plug, new drive approaches and street lighting.

Site 'B' Woodworth Avenue: from Bullard Avenue to 5th Street: work includes construction of new curb, gutter and sidewalk (stamped/standard), new asphalt concrete pavement plug, new drive approach, curb ramp and minor striping.

Site 'C' Pollasky Avenue: from 5th Street to 4th Street: work includes construction of new tree wells, transfer of existing trees from pots to tree wells, removal of existing concrete, planter pots, minor irrigation, paver removal and re-installation and new tree installation.

BACKGROUND

The following is a summary of the bid results of March 22, 2022:

BIDDERS

American Paving Co.
Avison Construction Inc.
Bush Engineering Inc.

BASE BIDS

\$423,499.30
\$541,155.00
\$688,733.31

ENGINEER'S ESTIMATE**\$395,265.00**

All bids were examined, and the bidder's submittals were found to be in order with American Paving Co. as the lowest responsible bidder. Staff has validated the lowest bidder's contractor license status.

FISCAL IMPACT

This project was budgeted in the 2021-2022 Community Investment Program. Sites A & B are funded by the Streets Fund and Site C is funded by the General Fund.

REASON FOR RECOMMENDATION

American Paving Co. is the lowest responsible bidder. There are sufficient funds available for the anticipated cost of this project.

ACTIONS FOLLOWING APPROVAL

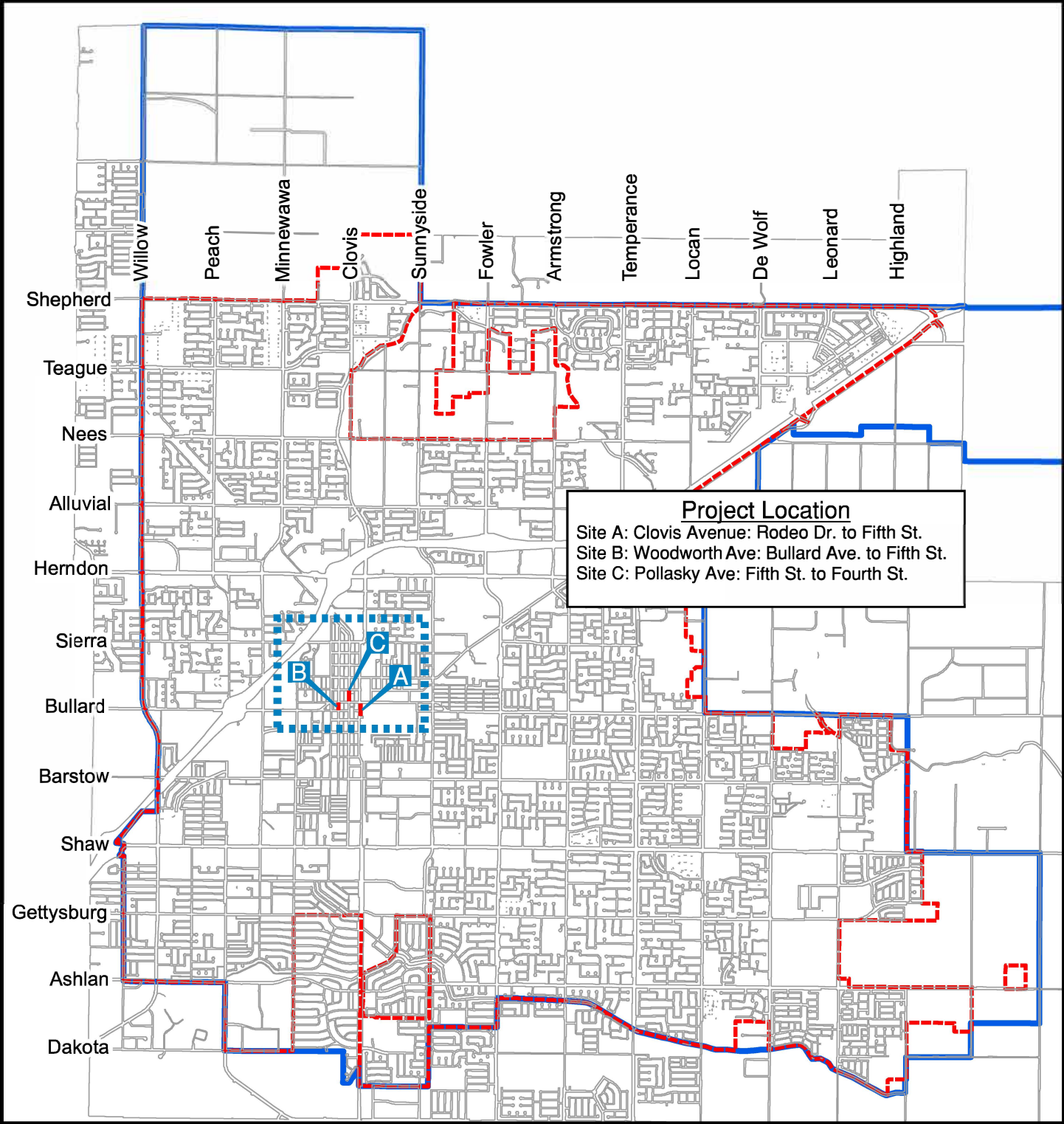
1. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
2. Construction will begin approximately one (1) week after contract execution and be completed in twenty (20) working days thereafter.

Prepared by: Phil Ginther, Engineer II

Reviewed by: City Manager AH

VICINITY MAP

CIP 17-06 Clovis Old Town Streetscape 2021



Project Location
 Site A: Clovis Avenue: Rodeo Dr. to Fifth St.
 Site B: Woodworth Ave: Bullard Ave. to Fifth St.
 Site C: Pollasky Ave: Fifth St. to Fourth St.



ATTACHMENT 1





CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: April 4, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-____, Final Map Tract 6349, located in the Northeast area of Locan Avenue and Shaw Avenue (DYP 6260, LP).

ATTACHMENTS: 1. Res. 22-____
2. Vicinity Map
3. Copy of Final Map

CONFLICT OF INTEREST

Mayor Jose Flores owns a property withing 500 feet of subject property and, pursuant to law, must abstain from participation and decision regarding this item.

RECOMMENDATION

For the City Council to approve Res. 22-____, which will:

1. Accept the offer of dedication of parcels and public utility easements within Tract 6349; and
2. Authorize the recording of the final map.

EXECUTIVE SUMMARY

The owner, DYP 6260, LP, acting as the subdivider, has submitted a final map. The improvement plans are being processed by City staff. The improvements to be installed include curb, gutter, sidewalk, streetlights, fire hydrants, street paving, sanitary sewer, water mains, and landscaping. The subject tract is located at the northeast area of Locan Avenue and Shaw Avenue. It contains approximately 3.54 acres and consists of 17 residential units, zoned R-1.

FISCAL IMPACT

The subdivider will be installing curb, gutter, sidewalk, fire hydrants, street paving, sanitary sewer, water mains, and landscaping, which will be perpetually maintained by the City of Clovis. For the streetlights, the City will pay for the power and PG&E will provide the maintenance.

REASON FOR RECOMMENDATION

The subdivision agreement has been executed by the subdivider and all development fees paid or deferred in accordance with the Municipal Code. The agreement provides for the developer to complete a technically correct map and improvement plans, and to complete all the required improvements in compliance with the conditions of approval. The improvements are adequately secured.

ACTIONS FOLLOWING APPROVAL

The final map will be filed with the Fresno County Recorder's office for recording.

Prepared by: Jeff Brown, Engineer I

Reviewed by: City Manager AA

RESOLUTION 22-___**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6349**

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6349, by The City of Clovis, a Municipal Corporation; and

WHEREAS, said final tract conforms to the requirements of Chapter 2, Part 2, of Division 4 of the Business and Professions Code and to local ordinances.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis as follows:

1. The final map of Tract 6349, consisting of three (3) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.

2. The subdivision improvement plans for said tract have been approved by City Staff.

3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of \$906,087.80.

4. The offer and dedication for public use of the parcels and easements specified on said map are accepted by the City of Clovis and the City Clerk is authorized and directed to execute said subdivision map.

5. This Council finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable general and specific plans of the City of Clovis.

6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) of the remaining improvements to be constructed or the sum of \$910,000.00 for guaranteeing specific performance of said agreement and fifty percent (50%) of the remaining improvements or the sum of \$455,000.00 for payment of labor and materials furnished by contractors, subcontractors, laborers and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.

7. Subdivider shall furnish a bond in the sum of \$91,000.00 being the amount determined by the City Council of the City as necessary for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the tract against any defective work or labor done, or defective materials furnished. Said bond is required to be furnished prior to acceptance of the tract by the City Council.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on April 4, 2022, by the following vote, to wit:

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

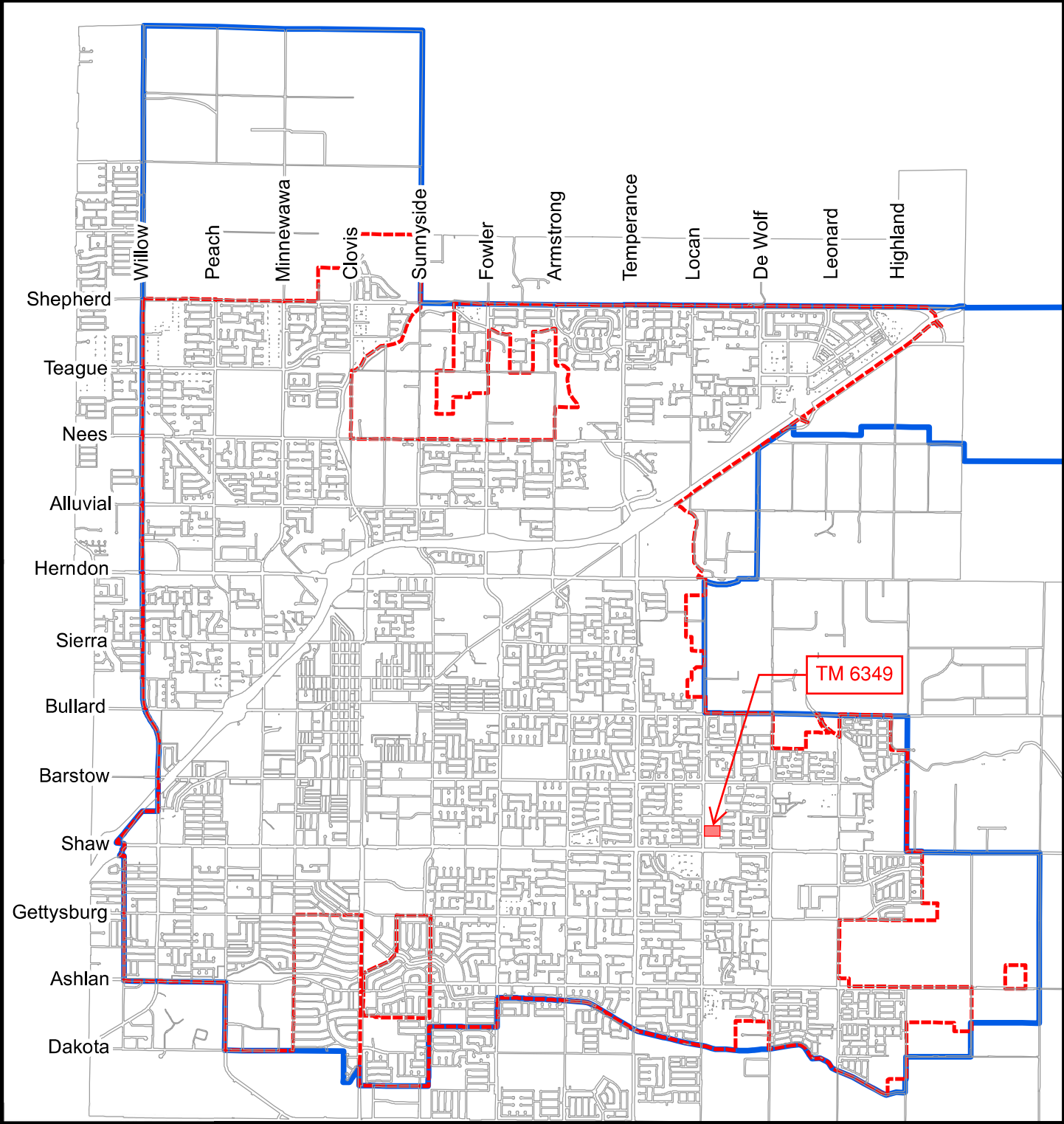
DATED: April 4, 2022

Mayor

City Clerk

VICINITY MAP

TM 6349 (DYP 6260, LP)



ATTACHMENT 2



OWNERS STATEMENT

WE HEREBY STATE THAT WE ARE THE LEGAL OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THIS SUBDIVISION MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY FOR THE MAKING AND FILING OF SAID SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES HEREON, AND WE HEREBY OFFER FOR DEDICATION FOR PUBLIC USE ALL THE STREETS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR PURPOSES SPECIFIED THEREIN.

DYP 6280 LP, A CALIFORNIA LIMITED PARTNERSHIP
 BY : TEAM 5 PROPERTIES, INC. A CALIFORNIA CORPORATION
 ITS GENERAL PARTNER

BY : CHRISTOPHER BRANDON DE YOUNG, EXECUTIVE VICE PRESIDENT

FINAL MAP OF TRACT NO. 6349

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, T.13S., R.21E.,
 MOUNT DIABLO BASE AND MERIDIAN,
 IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA.

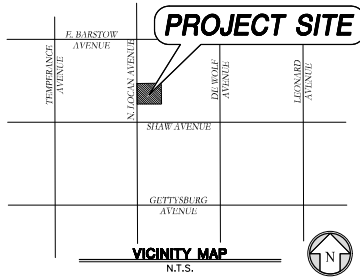
CONSISTING OF THREE (3) SHEETS.

FOR: **DE YOUNG PROPERTIES**
677 W. PALMDON AVENUE, SUITE 208
FRESNO, CA 93704

FEBRUARY 2022



801 POLLASKY AVE., STE. 301
 CLOVIS, CA 93612 TEL: (559) 449-2400
 WWW.QKINC.COM



NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
 COUNTY OF _____ }
 ON _____ BEFORE ME, _____, NOTARY PUBLIC, PERSONALLY
 APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
 I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
 WITNESS MY HAND
 SIGNATURE _____
 PRINT NAME _____
 MY COMMISSION EXPIRES _____
 MY COMMISSION NO _____
 PRINCIPAL PLACE OF BUSINESS _____ COUNTY _____

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF FRESNO, CITY OF CLOVIS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP NO. 2021-001 ACCORDING TO THE MAP THEREOF FILED FOR RECORD ON NOVEMBER 16, 2021 IN BOOK 76 OF PARCEL MAPS AT PAGE(S)100, 101 AND 102, FRESNO COUNTY RECORDS.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. SAID LAND LIES WITHIN THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT AND IS SUBJECT TO DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES, AS DISCLOSED BY A DOCUMENT ENTITLED "RESOLUTION NO. 1816 THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD DISTRICT", RECORDED JULY 31, 1995 AS SERIES NUMBER 95092129, FRESNO COUNTY RECORDS.
2. TERMS AND PROVISIONS AS CONTAINED IN A DOCUMENT ENTITLED "AGREEMENT", RECORDED JUNE 21, 1999 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 19990093039.
3. AN EASEMENT FOR PEDESTRIAN PURPOSES IN FAVOR OF THE COUNTY OF FRESNO, PER DOCUMENT RECORDED AUGUST 9, 1999 IN OFFICIAL RECORDS UNDER SERIAL NUMBER 19990116890.
4. TERMS AND PROVISIONS AS CONTAINED IN A DOCUMENT ENTITLED "AFFECTING LAND DEVELOPMENT (LANDSCAPE AND IRRIGATION PERPETUAL MAINTENANCE)", RECORDED NOVEMBER 16, 2021 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2021-0189270.
5. TERMS AND PROVISIONS AS CONTAINED IN A DOCUMENT ENTITLED "STATEMENT OF COVENANTS AND CREATION OF LIEN", RECORDED NOVEMBER 16, 2021 IN OFFICIAL RECORDS UNDER SERIAL NUMBER 2021-0189271.

SURVEYORS STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN. THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DE YOUNG PROPERTIES, INC IN APRIL, 2021. I HEREBY STATE THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

ANTONIO S. WESTERLUND, P.L.S. 9399 DATE _____



CITY ENGINEERS STATEMENT

I, MICHAEL J. HARRISON, CITY ENGINEER OF THE CITY OF CLOVIS, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

MICHAEL J. HARRISON P.L.S. 8088 EXP. 3/31/2022 DATE _____
 CITY ENGINEER



CITY CLERK'S STATEMENT

I, KAREY CHA, DO HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF CLOVIS, BY RESOLUTION ADOPTED ON _____, 2022 APPROVED THE WITHIN MAP AND ACCEPTED SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC, ANY REAL PROPERTY AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

BY : KAREY CHA, CITY CLERK DATE _____

RECORDERS STATEMENT

DOCUMENT NUMBER: _____ FEE PAID: _____
 FILED THIS _____ DAY OF _____, 20____, AT _____ M.
 IN VOLUME _____ OF PLATS AT PAGES _____ THRU _____, FRESNO COUNTY RECORDS,
 AT THE REQUEST OF OK.
 PAUL DICTOS, CPA
 FRESNO COUNTY ASSESSOR-RECORDER

BY : _____
 DEPUTY

L:\PROJECTS\2021\210100\6349\FINAL MAP\VA\210100-FINALING-2118/2022-1257.PM

FINAL MAP OF TRACT NO. 6349

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, T.13S., R.21E.,
MOUNT DIABLO BASE AND MERIDIAN,
IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA.
CONSISTING OF THREE (3) SHEETS.

LEGEND

- ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
- ▲ CORS STATION AS NOTED IN CONTROL DIAGRAM
 - ◆ FOUND AND ACCEPTED EXISTING SECTION CORNER AS NOTED.
 - ⊕ FOUND AND ACCEPTED EXISTING SECTION QUARTER CORNER AS NOTED.
 - ⊕ S.F.N.F.; POSITION FOR SECTION CENTER QUARTER CORNER ESTABLISHED AS NOTED
 - FOUND AND ACCEPTED 3/4" IRON PIPE TAGGED "PLS 9399" PER P1
 - FOUND 3/4" IRON PIPE TAGGED "LS 8024" SOUTHERLY AND ALONG LOT LINE 4FT FROM TRUE CORNER POSITION ALONG LOT LINE PER T2
 - FOUND 3/4" IRON PIPE TAGGED "LS 8024" ON A 4FT x 4FT OFFSET FROM TRUE CORNER POSITION PER T2
 - ✖ FOUND AND ACCEPTED 3/4" IRON PIPE NOT TAGGED, DOWN 2", PER T2
 - Ⓢ FOUND MONUMENT REFERENCE; SEE MONUMENT NOTES
 - Ⓢ EASEMENT OF RECORD PER NOTED REFERENCE; SEE EASEMENT NOTES ON SHEET 1
 - SET 3/4" IRON PIPE, TAGGED "PLS 9399" (SEE SHEET 3)
 - ◇ SET SET 3/4" IRON PIPE, TAGGED "PLS 9399" AS WITNESS CORNERS ON A 5FT OFFSET FROM TRUE CORNER POSITION ALONG LOT LINE (SEE SHEET 3)
 - ◇ SET SET 3/4" IRON PIPE, TAGGED "PLS 9399" AS WITNESS CORNERS ON A 5FT x 5FT FROM TRUE CORNER POSITION (SEE SHEET 3)
 - △ DENOTES PREVIOUSLY DEDICATED RIGHT-OF-WAY
 - BDY DENOTES DIMENSION ALONG SUBDIVISION BOUNDARY
 - D.N. DOCUMENT NUMBER PER OFFICIAL RECORDS OF FRESNO COUNTY
 - F.C.R. FRESNO COUNTY RECORDS
 - XX PLATS YY VOLUME XX OF PLATS, PAGE YY, F.C.R.
 - XX PM YY PAGE XX OF PARCEL MAPS, PAGE YY, F.C.R.
 - PUE PUBLIC UTILITY EASEMENT
 - S.F.N.F. SEARCHED FOR NOT FOUND
 - M/P1 MEASURED AND RECORDED DATA PER REFERENCE P1; NOTE, SAID P1 WAS PRESENTED IN GRID DISTANCES, DISTANCES SHOWN HEREON ARE GROUND DISTANCES, APPLYING A GROUND SCALE FACTOR OF 1.000068 TO DISTANCES SHOWN ON P1.
 - () RECORD BEARING AND DISTANCE
 - SUBDIVISION BOUNDARY
 - - - SECTION LINES
 - CENTERLINE
 - - - EXISTING RIGHT OF WAY
 - - - PROPOSED RIGHT OF WAY
 - - - PROPOSED LOT LINES
 - ADJACENT/UNDERLYING PARCEL LINES
 - ▲▲▲▲▲ INDICATES RELINQUISHMENT OF DIRECT ACCESS RIGHTS

REFERENCES

- P1 PARCEL MAP NO. 2021-001, 76 PM 100-102, F.C.R.
- T1 TRACT MAP 5111, 67 PLATS 87-88, F.C.R.
- T2 TRACT MAP 6260, 90 PLATS 7-9, F.C.R.

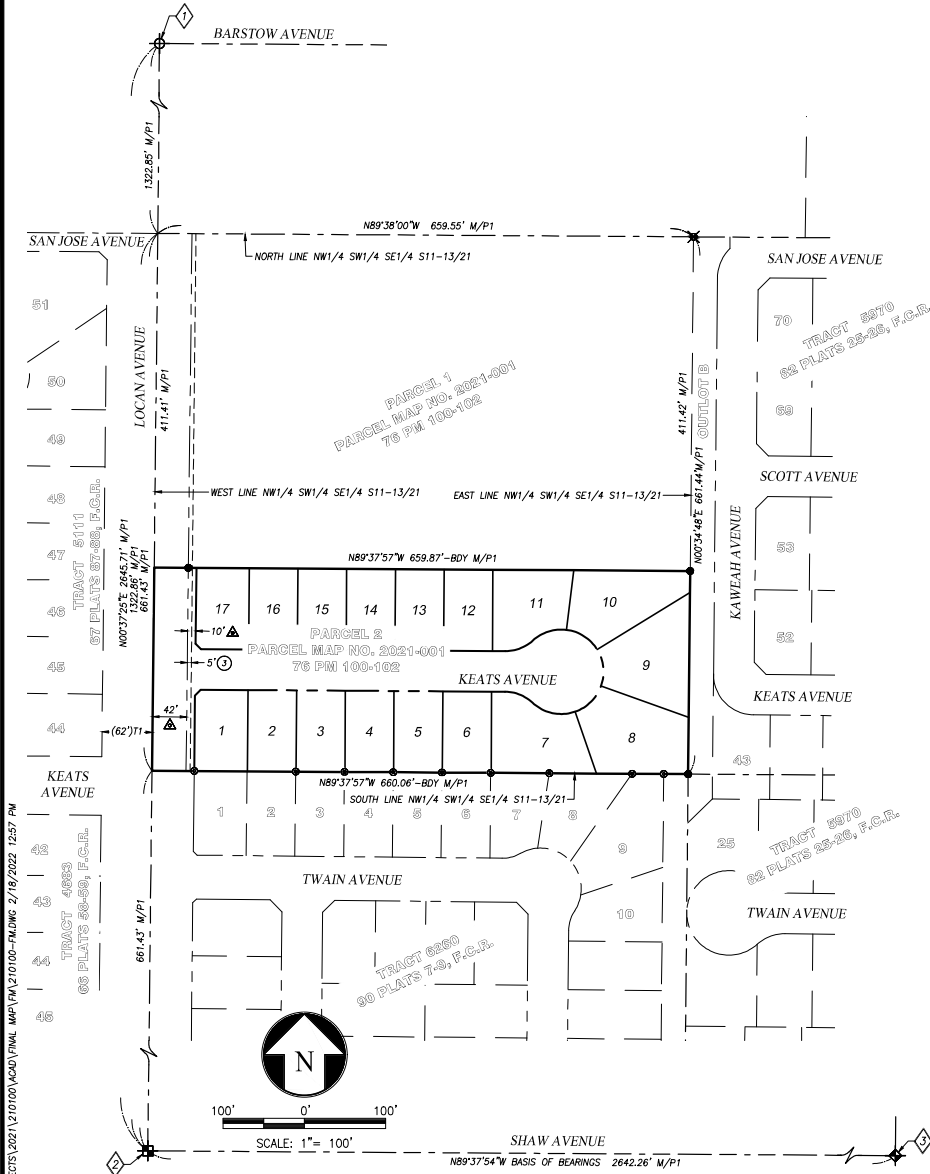
MONUMENT NOTES

- 1 C1/4 COR. S11-13/21: POSITION FALLS ON MANHOLE. POSITION ESTABLISHED PER TIES SHOWN ON CR 7751. CHISELED "N ON SSM" 20.02 SE NOT IDENTIFIABLE; WALLS 2.00' OFFSET NORTH AND EAST NOT FOUND. POSITION DETERMINED BY A LEAST SQUARES ADJUSTMENT HOLDING SURVEYED POSITION OF 3 TIES FOUND AND UTILIZING DISTANCES SHOWN ON CR 7751.
- 2 S1/4 COR. S11-13/21: FOUND 2" BRASS CAP MARKED FOR SECTION CORNER AND STAMPED "LS 7027" FLUSH IN CONCRETE, NO REFERENCE
- 3 SE COR. S11-13/21: FOUND 2" BRASS CAP STAMPED "LS 6919" FLUSH IN CONCRETE PER CR 7815

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11-13/21, M.D.B.M., AS SHOWN ON PM 2021-001, 76 PM 100-102, F.C.R.

TAKEN AS: NORTH 89°37'54" WEST.



L:\PROJECTS\2021\1210100\6349\FINAL MAP\1210100-6349-FINALING 2/18/2022 12:57 PM

SEE SHEET 3 FOR SUBDIVISION MAPPING INFO

SHEET 2 OF 3



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: April 4, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-____, Annexation of Proposed Tract 6349, located in the Northeast area of Locan Avenue and Shaw Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (DYP 6260, LP).

ATTACHMENTS: 1. Res. 22-____

CONFLICT OF INTEREST

Mayor Jose Flores owns property within 500 feet of subject property and, pursuant to law, must abstain from participation and decision regarding this item.

RECOMMENDATION

For the City Council to approve Res. 22-____, which will annex proposed Tract 6349, located at the Northeast area of Locan Avenue and Shaw Avenue to the Landscape Maintenance District (LMD) No. 1 of the City of Clovis.

EXECUTIVE SUMMARY

The owner, DYP 6260, LP, acting as the subdivider, has requested to be annexed to the LMD No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tentative Tract 6349.

BACKGROUND

DYP 6260, LP, the developer of Tract 6349, has executed a covenant that this development be annexed to the City of Clovis, LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks.

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

FISCAL IMPACT

This project will add landscaping to the LMD No. 1 of the City of Clovis shown as follows:

	<u>Tract 6349</u>	<u>Year to Date</u>
LMD Landscaping added:	0.057 acres	7.926 acres
Resource needs added:	0.006 persons	0.792 persons

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

REASON FOR RECOMMENDATION

The property owners for the subject tract have requested annexation into the City of Clovis LMD No. 1.

ACTIONS FOLLOWING APPROVAL

Tract 6349 shall become a part of City of Clovis LMD No. 1 and will be assess next year for maintenance costs.

Prepared by: Jeff Brown, Engineer I

Reviewed by: City Manager AA

RESOLUTION 22-___

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

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

WHEREAS, all of the owners of property proposed to be annexed to the District consisting of proposed Tract No. 6349, as described in Attachment "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

NOW, THEREFORE, IT IS RESOLVED AND ORDERED, as follows:

1. That the public interest and convenience require that certain property described in Attachment "A" attached hereto and by reference incorporated herein be annexed into Landscape Maintenance District No. 1 of the City of Clovis for the maintenance and servicing of landscaping facilities.

2. The City Clerk shall receive and file the maps showing the boundaries of the areas annexed as set forth in Attachment "A" which boundaries shall be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on April 4, 2022, by the following vote, to wit:

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

Mayor

City Clerk

ATTACHMENT "A"

Legal Description

Lots 1 through 17, inclusive, of Tract Map 6349 recorded in Volume _____ of Plats at Pages _____ through _____, Fresno County Records.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council
 FROM: Planning and Development Services
 DATE: April 4, 2022
 SUBJECT: Receive and File – Joint Meeting of the Planning Commission and City Council.

Staff: Renee Mathis, Director of Planning and Development Services
Recommendation: Receive and File

ATTACHMENTS: 1. VMT Fact Sheet – March 2022
 2. BIA Proposal for Compact Single-Family Standards (12-13-21)
 3. Summary of Existing Objective Standards
 4. BIA Concept for Schedule of Amenities (10-13-21)

CONFLICT OF INTEREST

None.

RECOMMENDATION

Staff recommends that the Planning Commission and City Council receive and file an update on recent and emerging topics related to land use and development in Clovis.

EXECUTIVE SUMMARY

A joint meeting between the Planning Commission and City Council has been scheduled to discuss recent and emerging topics of mutual interest. Staff will present a brief update highlighting noteworthy development and capital improvement projects, as well as a more focused discussion on 4 specific topics, as follows:

- A. General Plan Update – Phased Approach
- B. Senate Bill 9 – The California HOME Act
- C. Vehicle Miles Traveled – Circulation Element and Focused Environmental Impact Report
- D. Building Industry Association’s request for feedback on compact single family residential development standards

A summary introducing each of these 4 topics is provided in the next section.

BACKGROUND

A. General Plan Update

The City of Clovis is considering the initiation of a general plan update. As part of the process, the City is undergoing a two-phased approach. The first phase is referred to as the “General Plan Update Review and Audit” and includes an in-depth review of the existing 2014 General Plan. The second phase, to the extent directed by the City Council, will be the general plan update itself. Both phases are described below. Although the existing general plan is not even 10 years old, several factors have combined to create growing interest in an update. Factors include, but are not limited to, the enactment of new state housing and transportation laws since 2014, trends toward increased housing densities, environmental and other land use constraints identified within designated urban growth centers, and increased frequency in requests for annexation and sphere of influence amendments.

First Phase – General Plan Review and Audit

The primary deliverable in the first phase will be a General Plan Strategy Report that presents recommendations to the Planning Commission and City Council on the current General Plan’s effectiveness (or deficiencies), planning challenges, key regulatory requirements that have gone into effect since 2014, consistency with State law, etc. The report will also address how an update to the General Plan could relate to key topics such as: housing density, environmental and land use constraints, annexations and sphere of influence requests, general plan amendments, and infrastructure planning. The intent is to inform decision-makers, stakeholders, and the public of the options available for a general plan update and to help define the contents of a request for proposal (RFP) for the general plan update itself.

Following a competitive RFP process for this first phase, Staff selected De Novo Planning Group (De Novo) as its preferred consultant. De Novo is a highly qualified planning firm and demonstrated exemplary knowledge and experience in similar types of work. Staff anticipates bringing the contract to Council for review and approval on April 18, 2022. As part of the first phase, staff anticipates some level of stakeholder interviews and/or presentations before the Planning Commission and City Council to present the information and seek direction. Staff anticipates this first phase of work could take 4-6 months to complete.

Second Phase – General Plan Update

At the conclusion of the first phase, Staff will seek direction from the Council regarding the initiation of a general plan update and what the scope of that update should be. Based on direction from the Council, Staff will prepare an RFP for the general plan update. Staff anticipates that a comprehensive update to the general plan update could take between 2 and 3 years to complete from the time work begins.

B. Vehicle Miles Traveled

On July 1, 2020, the metric by which transportation impacts were assessed pursuant to the California Environmental Quality Act (CEQA) guidelines shifted from a level of service (LOS) based analysis, to Vehicle Miles Traveled (VMT) analysis. In short, the methodology for analyzing transportation impacts under CEQA transitioned from assessing increases in delay and congestion caused by a project to assessing the average distance traveled by vehicles related to the project, known as VMT.

VMT Implementation – Kittelson & Associates Contract

In advance of the new law taking effect, the City Council approved a contract with transportation consultant Kittelson & Associates to assist the City with developing VMT transportation impact analysis guidelines. On July 20, 2020, City Council adopted VMT Interim Guidelines for the City so that development could continue moving forward and appropriately assess traffic impacts using the new VMT metric. In April of 2021, the City's contract with Kittelson was amended to expand the scope of work to include the preparation of a focused environmental impact report (EIR) as a supplement to the 2014 General Plan EIR. The focused EIR will accompany amendments to the General Plan Circulation Element which incorporate the new VMT requirements. The intent of this extra work is to increase streamlining of traffic analysis at the project level and to reduce the need to prepare project-specific EIRs when VMT impacts cannot be mitigated to less-than-significant levels.

Status of Ongoing Efforts

The City's VMT efforts should be completed during the summer of 2022. This would include adoption of the revised Circulation Element and adoption of the focused EIR. The final version of the City's VMT implementation Guidelines will also be adopted. Once this process is completed, projects that are consistent with the General Plan should be able to tier off of the Focused EIR so that VMT impacts alone will no longer trigger the need for an EIR.

While there has been discussion with various stakeholders regarding the adoption of a VMT mitigation fee, a VMT fee will not be established under the current efforts. However, the City is already engaging with Kittelson & Associates on next steps for determining if establishing a VMT fee is appropriate and what the cost and time to develop a VMT fee would entail. It is not fully known whether such a fee would fully serve to mitigate all projects. Staff has discussed the status of these efforts with the Building Industry Association (BIA) and a fact sheet on the topic was recently distributed (Attachment 1).

C. Senate Bill (SB) 9

The California Housing Opportunity and More Efficiency ("HOME") Act, Senate Bill 9 ("SB-9") was signed by Governor Newsom on September 16, 2021, and went into effect on January 1, 2022. SB-9 applies only to the City's single family residential zoning districts and requires cities to issue ministerial approvals for qualifying projects falling into two separate categories: (1) constructing two units on one existing single-family lot; (2) subdividing one single family

residential lot into two lots. Both processes can be applied to one existing residential lot; the existing lot can be split into two parcels, and two homes can be constructed on each parcel. Key features of SB-9 as they apply to the construction and lot split processes are as follows:

Construction of 2 Units

- 2 homes must be constructed on one lot (or 1 existing home and 1 new home) to be eligible the SB-9 standards and processes
- 4' setback requirements apply to side and rear yards
- No setback can be required if unit is built within footprint of an existing structure
- Standards cannot physically prevent the construction of two 800 sq. ft. units on a lot
- 1 parking stall required for each unit

Lot Splits

- Each lot must be minimum 1,200 sq. ft.
- Each lot must be at least 40% of the original lot size
- Can't use the SB-9 lot split process to subdivide lot that was previously subdivided Via SB-9
- Adjacent parcels can only be divided Via SB-9 if owners are independent
- No right of way dedications or off-site improvements can be required

SB-9 Implementation

Since SB-9 went into effect, Staff has received a handful of inquiries from interested parties regarding how the new requirements could be implemented on their properties. When this staff report was prepared, a single application for an SB-9 lot split had been submitted and was under review. Staff is also working to prepare application materials and informational brochures addressing SB-9 submittal requirements and processes and intends to have this information available to the public by the end of April. Due to the lack of clarity in the SB-9 statutes and a lack of consensus in the industry regarding interpretation, this process has taken longer than anticipated. If implementation guidelines are prepared by the State, and/or judicial rulings are made in the future, local agencies such as Clovis may eventually have to revise their processes and standards to provide a more uniform approach to implementing the new law.

D. Objective Standards for Compact Single-Family Development

State housing law requires that objective development standards be applied to qualifying housing development 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. In June of 2021, Clovis adopted objective standards for single family lots larger than 4,500 square feet in size. The BIA has requested that the City consider establishing objective standards for lots less than 4,500 square feet, referred to as compact single-family development (Attachment 2). A summary comparing these proposed standards to the City's current standards for smaller lots is included as Attachment 3.

Under the existing municipal code, compact single-family projects are evaluated through the Planned Development Permit (PDP) process, which allows customized development standards to be approved on a project-by-project basis. This process requires a fee of \$10,125 plus \$35 per lot and adds a month or more of processing time to the timeline required to approve a tentative subdivision map. In exchange for the flexibility in standards that the PDP allows, applicants are required work with Staff and decision makers to define an amenity that will further enhance the project's benefit to the public.

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 and to make the costs more predictable at the outset. However, when the City Council considered objective standards applicable to 4,500 square foot lots last year, Councilmembers expressed a desire to retain the current PDP process where unique situations, including the constraints encountered with smaller lots, are addressed on a project-by-project basis. The PDP process provides flexibility for the City to approve development standards applicable to smaller lots and other unique situations as part of its consideration of the overall project, including the design features and amenities that have been incorporated into the project.

Staff has observed that the comments made by Councilmembers in relation to the 4,500 square foot lots would apply to compact single family development standards as well. Nevertheless, the development community continues to have an interest in establishing new objective standards for compact single-family projects. The BIA has suggested that a schedule of amenities focusing on open space can be included in the objective standards (Attachment 4). Before any formal process is initiated to consider a new set of objective standards, feedback from the Planning Commission and City Council is desired regarding the merits of establishing objective standards for compact single-family development versus continuing to rely on the PDP process.

FISCAL IMPACT

None.

ACTIONS FOLLOWING APPROVAL

None.

Prepared by: Renee Mathis, Director of Planning and Development Services
Dave Merchen, City Planner

Reviewed by: City Manager *JH*

VEHICLE MILES TRAVELED (VMT)
CIRCULATION ELEMENT AND FOCUSED ENVIRONMENTAL IMPACT REPORT (Focused EIR)
FAQ
(March 2022)

The contents within are intended to provide general information and estimated timelines regarding the City's VMT efforts as it relates to preparation of an updated General Plan Circulation Element and associated Focused EIR

When will the City's VMT CEQA efforts be completed?

The City's VMT efforts should be completed summer of 2022. This would include adoption of the revised 2014 Clovis General Plan Circulation Element and adoption of the Focused Environmental Impact Report (Focused EIR).

What can I expect from the final work product?

The work includes (1) minor modifications to the language of the General Plan Circulation Element to incorporate VMT-related goals and policies; (2) updated VMT maps based on refined VMT calculations and land use assumptions; (3) adoption of the final version of the City's Interim VMT Guidelines which will include the revised maps; and (4) preparation and adoption of a Focused EIR.

How will the work products benefit my project?

Once the VMT Guidelines are adopted, the Circulation Element updated, and the Focused EIR is adopted, projects that develop per the 2014 General Plan Land Use designation (i.e. no General Plan amendment requested) would be able to tier from the Focused EIR so that, in theory, VMT would no longer trigger the need for an EIR – even if the project is in an area where VMT exceeds thresholds. Please note that other CEQA topics (i.e. biological resources, cultural resources, etc.) can still trigger preparation of an EIR.

Will specific VMT mitigation measures be identified?

No. Because VMT mitigation measures can have varied effects based on project specifics, location, land use(s) in and around a project site, a defined list of VMT mitigation measures cannot be identified absent a specific project. However, the City anticipates, at this time, deferring to the California Air Pollution Control Officers Association (CAPCOA) document for mitigation ideas.

Will a VMT fee be established? If not, then when will a VMT fee be considered?

A VMT fee will not be established under the current efforts. The efforts now were determined to be the most efficient way to be able to have an EIR that developers could tier off of for purposes of CEQA, thus, reducing the need for EIRs where VMT may have otherwise resulted in potentially significant impacts.

The City is already engaging with Kittelson & Associates on next steps for determining if establishing a VMT fee is appropriate and what the cost and time to develop a VMT fee would entail. It is anticipated that establishing a VMT fee can take at least a year to complete (including VMT program, fee, preparation of CEQA on the VMT fee, and public hearings). It is not fully known whether such a fee would fully serve to mitigate all projects.

When can the revised maps be released for review and how will they affect my project?

The maps will be provided together with the Focused EIR. We are uncertain how they are incorporated into the entire process, but we are working with our consultants to better understand the process. We do know the final work product will reduce the number of projects that need to perform an EIR to address VMT and we know how the current screening maps are useful to projects.



December 13, 2021

Luke Serpa, City Manager
City of Clovis
1033 Fifth Street
Clovis, CA 93612

RE: Standards for High-Density Single-Family Residential Subdivisions

Dear Luke:

The builder members of the Building Industry Association (BIA) have been discussing the standards for small lot subdivisions, which we understand are lots in the 11 to 15 units per acre range. The builders believe changes are necessary to the City's zoning regulations to facilitate the development of high-density single-family residential (HDSFR) subdivisions. There are a set of changes that the BIA is recommending. The changes to the standards are as follows:

Lot and building dimensions

Minimum Parcel Size: 1,800 sf.
Minimum Width: 36 ft.
Minimum Depth: 50 ft.
Front Setback to Living Space: 5 ft.
Front Setback to Garage: 5 ft.
Side Setbacks: Total of 7 ft.
Corner Lot Street Side Setback: 8'
Reverse Corner: 13'
Rear Setback: 5'
Lot Coverage Percentage: Remove
Minimum Garage Dimension: 18'W x 20'D for two car and single car garage of 10 x 16

Luke Serpa, City Manager
City of Clovis
1033 Fifth Street
Clovis, CA 93612

Page 2: Standards for High-Density Single-Family Subdivisions

In addition to the above standards, the BIA is recommending minimum standards for amenities that are required for the HDSFR projects and these are as follows:

High Density Single Family Residential Amenity Standards

1. This standard applies to all HDSFR of at least 50 units
2. The minimum open space provided shall be 2,500 sq. ft. and shall have 1 improvement selected from the approved list.
3. For each increment of 50 lots the open space provided shall be increased by 2,500 sq. ft.
4. For open space of 5,000 sq. ft and greater the developer shall provide at least 2 improvements from the approved list.
5. The approved list of improvements shall include the following:
 - a. 1 Trash receptacle and 1 bench shall be a minimum improvement
 - b. A tot lot at least 15 ft by 15 ft. in size and include one piece of equipment
 - c. A shade structure with at least a table with benches
 - d. An arbor
 - e. Exercise course with at least 4 elements
6. Any amenity provided that requires regular maintenance, such as a pool or clubhouse, will require an HOA

It is understood that additional zoning regulations may be necessary beyond those above to create a zone district that can accommodate the HDSFR projects.

It is our understanding that the City Council will be conducting a joint workshop with the Planning Commission in the near future. To provide direction to the City Staff on a new HDSFR zone district, the BIA is requesting that this issue, along with our recommended provisions, be presented to the Council and Commission for discussion at the joint meeting.

If you have any question, please call me at (559) 779-5838 or send me an email at mikep@biafm.org.

Sincerely,



Michael Prandini
President & CEO

cc: Renee Mathis, Director of Planning and Development Services
Dave Merchen, City Planner

**COMPARISON OF EXISTING/PROPOSED STANDARDS
POTENTIALLY APPLICABLE TO COMPACT SINGLE FAMILY DEVELOPMENT**

Standard/Criteria	BIA Proposed Compact SF Standards ¹	Existing R-2 Standards	Existing R-1-MD Standards	Proposed & Rejected R-1-MD Standards ³
Max Density	Assume 15.0 Du/Acre ²	14.53 DU/acre	7.0	7.0
Min Parcel Size	1,800 Square Feet	7,200	4,500 Sq. Ft.	4,500 Sq. Ft.
Min Width	36'	60'	50'	50'
Min Corner Parcel Width	50'	65'	50'	50'
Min Reverse Corner Parcel Width	50'	70'	50'	50'
Minimum Depth	50	120'	90'	90'
Front Setback to Living Space	5'	20'	15'	10'
Front Setback to Garage	5'	20'	20' to garage door	18' to wall/20' to door
Side setbacks	Total of 7'	5'	5'	4' and 3'
Corner Lot Street Side Setback	8'	15'	10'	10'
Reverse Corner	13'	15'	15'	15'
Rear Setback	5'	20'	15'	10'
Lot Coverage	None	45%	45%	55%
Garage size – 2 Car	18' x 20'	20' x 22'	20' x 22'	20' x 20'
Garage Size – 1 Car	10' x 16'	10' x 20'	10' x 20'	10' x 20'

¹The BIA proposed standards in this column reflect the standards provided by the BIA in the most recent request dated 12/13/21.

²While maximum density was not specified in the proposed standards, email clarification between Dave Merchen and Mike Prandini indicates that compact standards would apply to single family projects with densities between 7.1 and 15 units per acre.

³Standards presented in this column **in red** reflect the proposal by staff to reduce some of the existing standards in the R-1-MD zone district in conjunction with the adoption of objective standards. The reductions to existing R-1-MD standards were **rejected** by the City Council.



October 13, 2021

David Merchen, City Planner
City of Clovis
1033 Fifth Street
Clovis, CA 93612

RE: Amenities for High Density Single-Family Residential

Dear Dave:

For several months the Building Industry Association (BIA) has been working on an amenity standard that can be incorporated into the standards for the high-density single-family zone district being developed by the city. A subcommittee of the BIA Clovis Committee completed its work and the subcommittee's recommendation was submitted to the BIA Board of Directors for approval prior to submittal to the city. On October 6, the Board of Directors reviewed the recommendation and voted to approve the submittal of the subcommittee's proposed amenity standard for consideration.

Therefore, I am submitting the BIA recommended amenity standard as outlined below.

High Density Single Family Residential Standard Amenity Improvements

1. This standard applies to all HDSFR of at least 50 units
2. The minimum open space provided shall be 2,500 sq. ft. and shall have 1 improvement selected from the approved list.
3. For each increment of 50 lots the open space provided shall be increased by 2,500 sq. ft.
4. For open space of 5,000 sq. ft and greater the developer shall provide at least 2 improvements from the approved list.
5. The approved list of improvements shall include the following:
 - a. 1 Trash receptacle and 1 bench shall be a minimum improvement
 - b. A tot lot at least 15 ft by 15 ft. in size and include one piece of equipment
 - c. A shade structure with at least a table with benches

- d. An arbor
 - e. Exercise course with at least 4 elements
6. Any amenity provided that requires regular maintenance, such as a pool or clubhouse, will require an HOA

If you have any question, please call me at (559) 226-5900.

Sincerely,



Michael Prandini
President & CEO