



# CITY of CLOVIS

## AGENDA • CITY COUNCIL MEETING

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

March 7, 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](http://www.cityofclovis.com/agendas).

### Written Comments

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

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



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

## **Verbal Comments**

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

## **Webex Participation**

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

## **CALL TO ORDER**

## **FLAG SALUTE - Councilmember Mouanoutoua**

## **ROLL CALL**

## **PRESENTATIONS/PROCLAMATIONS**

- [1.](#) Presentation of Proclamation Recognizing Garfield Elementary School Fourth Grade Students for successfully petitioning the district to bring strawberry milk to campus for a day.
- [2.](#) Presentation of Proclamation Declaring March, 2022, as Women's History Month.
- [3.](#) Presentation of Proclamation Declaring March 10, 2022, as Arbor Day.

**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.

- [4.](#) Administration - Approval - Minutes from the February 14, 2022, Council Meeting.
- [5.](#) General Services - Approval – Approve and Authorize the City Manager to Sign Security Systems Installation and Service Contract at Landmark Square Buildings with Sonitrol of Fresno.
- [6.](#) General Services – Approval – Res. 22-\_\_\_\_, Amending the Executive Management Summary and Management Benefit Summary by Revising Holiday Pay for Fire Management, Updating Military Leave, Changing Extra Shift Coverage for Deputy Fire Chief and Battalion Chiefs; and Authorize the City Manager to Execute the Agreement.
- [7.](#) Planning and Development Services - Approval – Res. 22-\_\_\_\_, Final Map Tract 6284, located in the southeast area of North Sunnyside Avenue and Teague Avenue (Woodside 06N, LP).
- [8.](#) Planning and Development Services - Approval – Res. 22-\_\_\_\_, Annexation of Proposed Tract 6284, located in the southeast area of North Sunnyside Avenue and Teague Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (Woodside 06N, LP).
- [9.](#) Planning and Development Services – Approval – Reduction of Performance and Payment Securities for Final Map for Tract 5789A, located on the northwest area Peach Avenue and West Stuart Avenue (Peach Avenue LP – Gary Mason).
- [10.](#) Planning & Development Services – Approval – Authorize the City Manager to approve placement of a full time City Surveyor at Step 4 of the salary range.
- [11.](#) Public Utilities - Approval – Res. 22-\_\_\_\_, A Resolution Initiating Proceedings for the Annual Levy of Assessments for Landscape Maintenance District No. 1.

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

- [12.](#) Consider Introduction - Ord. 22-\_\_\_\_, An Ordinance Adding Chapter 6.3.2, Title 6, of the Clovis Municipal Code, Pertaining to Mandatory Organics Waste Disposal Reduction.

**Staff:** Ivette Rodriguez, Solid Waste Manager

**Recommendation:** Approve

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

13. Receive and File - 2022 Five-Year Financial Forecast for the City of Clovis through Fiscal Year 2026-27 and discuss options for budget preparation for 2022-23.

**Staff:** Jay Schengel, Finance Director

**Recommendation:** Receive and File

## **CITY MANAGER COMMENTS**

## **COUNCIL COMMENTS**

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

14. Government Code Section 54956.9(d)(2)  
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Significant Exposure to Litigation  
One potential case

## **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:

Mar. 14, 2022 (Mon.)

Mar. 21, 2022 (Mon.)

April 4, 2022 (Mon.) (Joint Meeting with Planning Commission)

April 11, 2022 (Mon.)

April 18, 2022 (Mon.)



CITY *of* CLOVIS  
**PROCLAMATION**

**Recognizing Garfield Elementary School  
 Fourth Grade Students**

*WHEREAS, A group of Clovis fourth-graders celebrated civic engagement after successfully petitioning the district to bring strawberry milk to campus for a day; and*

*WHEREAS, Evan Swearingen, a fourth-grader at Garfield Elementary School, said he was inspired by an article his class read in Scholastic Magazine about a student in Missouri who convinced his school to put strawberry milk on the lunch menu; and*

*WHEREAS, He recruited classmates Sabrina Jones and Chloe Hale, who wrote essays about strawberry milk, and Bree Ortiz, who created an illustration; and*

*WHEREAS, After collecting 151 signatures, students took their cause to teacher Rita Twet, who encouraged them to take their case to Principal Jennifer Bump; and*

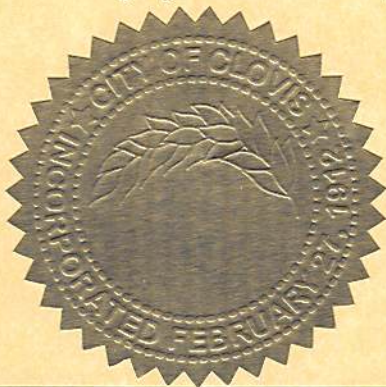
*WHEREAS, Principal Bump called Robert Schram, director at Campus Catering. The district reached out to Producers Dairy, and the company quickly agreed to make a special batch of strawberry milk on February 11<sup>th</sup> in time for Valentine's Day.*

*NOW, THEREFORE, BE IT PROCLAIMED, that the Clovis City Council, does hereby recognize and commend*

**Garfield Elementary School  
 Fourth Grade Students**

*for their initiative, passion, and drive in civic engagement to make a difference.*

*IN WITNESS THEREFORE, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed the 7th day of March, 2022.*



*Jose J Flores*  
 \_\_\_\_\_  
**Mayor**



CITY *of* CLOVIS  
**PROCLAMATION**

**Declaring March 2022 as  
 Women's History Month**

*WHEREAS, Each year, Women's History Month offers an important opportunity for us to shine a light on the extraordinary legacy of trailblazing American women and girls who have built, shaped, and improved upon our Nation and our Clovis community; and*

*WHEREAS, Throughout American history, women and girls have made vital contributions, often in the face of discrimination and undue hardship. Courageous women marched for and won the right to vote, campaigned against injustice, shattered countless barriers, and expanded the possibilities of American life; and*

*WHEREAS, Women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and*

*WHEREAS, In our current moment of crisis, women continue to lead in our community. From public health workers and officials to the countless heroines on the frontlines like our Clovis police officers, firefighters, and City staff members, women are working around the clock to navigate through new regulations to defeat COVID-19 and make our community a better and safer place to live. Women also make up the majority of America's essential workers, including educators and childcare providers, grocery store workers, farmworkers, and others who are keeping our families, our communities, and our country afloat; and*

*WHEREAS, Women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and*

*WHEREAS, This month, we honor the countless accomplished and visionary women who have helped build our country and our community, including those whose contributions have not been adequately recognized and celebrated. We celebrate the victories they've won and we continue our work to build a Nation and community of endless possibilities for all of its women and girls.*

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

**Women's History Month**

*IN WITNESS THEREFORE, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed the 7th day of March, 2022.*

  
 \_\_\_\_\_  
 Mayor



CITY of CLOVIS  
PROCLAMATION

**Declaring March 10, 2022 as Arbor Day**

*WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and*

*WHEREAS, The Special Day, called Arbor Day, was first observed with the planting of more than one million trees in the State of Nebraska; and*

*WHEREAS, Arbor Day is now observed throughout our nation and the world; and*

*WHEREAS, Trees provide valuable resources such as reducing erosion, lowering heating and cooling costs, moderating air temperatures, cleaning our atmosphere by sequestering carbon dioxide and producing oxygen, and by providing habitat for wildlife; and*

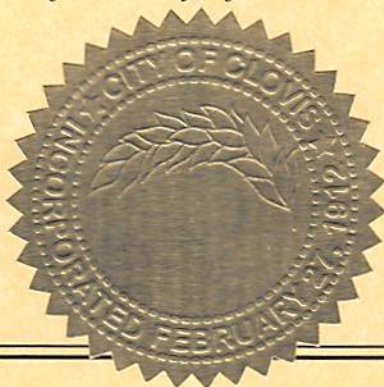
*WHEREAS, Trees are a renewable resource further providing paper products, lumber for homes, fuel for heating, and material for many other products; and*

*WHEREAS, Trees in our community increase property values, enhance economic activity, and beautify our City.*

*NOW, THEREFORE, BE IT RESOLVED, that the Clovis City Council, on behalf of the citizens of Clovis, declare March 10, 2022, as*

**Arbor Day**

*IN WITNESS THEREFORE, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed the 7<sup>th</sup> day of March, 2022.*



*Jose J. Flores*  
\_\_\_\_\_  
Mayor



**CLOVIS CITY COUNCIL MEETING**

**February 14, 2022**

**6:00 P.M.**

**Council Chamber**

Meeting called to order by Mayor Flores at 6:01 p.m.  
Flag Salute led by Councilmember Bessinger

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

**PUBLIC COMMENTS – 6:03**

Cheryl Medrano, resident, shared an update on the status of her complaint to the City regarding her home that was impacted by the water main break on Sunnyside Avenue just north of Third Street.

**CONSENT CALENDAR – 6:07**

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 February 7, 2022 Council Meeting.
2. Administration - Received and Filed – Economic Development Corporation Serving Fresno County Quarterly Report, October-December 2021.
3. Administration – Approved – Street Closure Requests for Special Events in Dry Creek Industrial Park.
4. Administration - Approved – Request from Business Organization of Old Town for Temporary Street Closure of Various Old Town Streets to Hold the Annual Glorious Junk Days Antique and Collectible Show on September 18, 2022.
5. General Services - Approved - **Res. 22-14**, Authorizing Amendments to the City's Classification and Compensation Plans to Adopt the Landfill Supervisor Classification and Salary Range of \$7,875 to \$9,572 per month.
6. Public Utilities – Approved – Bid Award for SPR 1987-048A, 79 N. Sunnyside Avenue Site Improvements, and Authorize the City Manager to Execute the Contract on Behalf of the City.
7. Public Utilities – Approved – **Res. 22-15**, Approving and Authorizing Staff to Proceed with Submitting a Notice of Intent to CalRecycle to Comply with SB 1383 Regulations via SB 619.1.

**ADMINISTRATIVE ITEMS – 6:09**

6:09 – ITEM 8 - APPROVED – MASTER CLOVIS TRAILS AND RIGHT-OF-WAY USE AGREEMENT AND THE MEMORANDUM OF INTERPRETATION BETWEEN THE CITY OF CLOVIS AND FRESNO IRRIGATION DISTRICT

Tom Krazan, Fresno County Resident, shared his concerns regarding the trailway if the canal bank behind his property is opened for the public and possible liability issues. He is also concerned about littering and homeless encampments on the canal banks.

Yvette Sanchez, Fresno County Resident, shared her concerns regarding a high volume of traffic on the canal banks should it be opened up for public use as trailway.

Carrie Bricks, Fresno County Resident, shared her concerns regarding a lack of privacy if the canal bank was opened for public use as a trailway.

Adam Clays, FID Representative, thanked the City of Clovis for establishing a city-wide agreement with FID.

Mark Keppler, addressed residents' concerns regarding liability issues and potential options for trailway agreement as well as funding options.

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

7:52 – ITEM 9 - APPROVED – CONSIDER AN ASSESSMENT INCREASE ELECTION IN LANDSCAPE MAINTENANCE DISTRICT NO. 1.

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

**CITY MANAGER COMMENTS – 8:09**

8:09 – ITEM 10 - COVID-19 Update.

**COUNCIL COMMENTS – 8:12**

**CLOSED SESSION – 8:20**

ITEM 11. GOVERNMENT CODE SECTION 54956.9(D)(2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE TO LITIGATION THREE POTENTIAL CASES

ITEM 12. GOVERNMENT CODE SECTION 54956.9(D)(4) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION DECIDING WHETHER TO INITIATE LITIGATION ONE POTENTIAL CASE

Mayor Flores adjourned the meeting of the Council to March 7, 2022

Meeting adjourned: 9:48 p.m.

\_\_\_\_\_  
Mayor

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



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: March 7, 2022

SUBJECT: General Services - Approval – Approve and Authorize the City Manager to Sign Security Systems Installation and Service Contract at Landmark Square Buildings with Sonitrol of Fresno.

ATTACHMENTS: 1. Security Systems Contract

### CONFLICT OF INTEREST

None

### RECOMMENDATION

Approve and authorize the City Manager to sign a contract with Sonitrol of Fresno for the installation of access control, burglar alarm and fire monitoring systems at the Landmark Square senior center and transit buildings for \$81,174.92, and systems monitoring services for a monthly cost of \$607.00.

### EXECUTIVE SUMMARY

Staff is recommending entering into a contract with Sonitrol of Fresno to provide access control, burglar alarm and fire monitoring system at the new City buildings at Landmark Square. Sonitrol security systems are currently installed and utilized at 95% of all City facilities, with continued desire to standardize the security systems city-wide for compatibility, system integrity, and to maintain system security. Standardization allows employees with authorization to enter various City buildings or fuel City vehicles using the same keycard. Sonitrol of Fresno is the exclusive provider of Sonitrol security systems within Fresno County, therefore, no other vendors, besides Sonitrol of Fresno can provide the systems and services the City requires.

Under the California Uniform Public Construction Cost Accounting Act (CUPCCAA), the city can informally bid projects that cost up to \$200,000. Because Sonitrol of Fresno is the exclusive provider of Sonitrol security systems within Fresno County, Staff notified Sonitrol of the bid opportunity for this project in accordance with applicable provisions of the Clovis Municipal Code (CMC). Contracting with Sonitrol of Fresno for this work is authorized pursuant to CMC Chapter 2.9.



## BACKGROUND

Landmark Square consists of two new City facilities currently under construction: the senior center and transit hub. Intrusion, fire alarm monitoring and access control systems were excluded from the general contract due to the City wanting to standardize the security system city-wide. The City began installing Sonitrol access control and alarm systems in 2003 and has progressively installed security systems throughout City facilities as the need arose. Sonitrol equipment is currently installed and utilized at 95% of all City facilities.

### Procurement

As stated, Sonitrol security systems is the only suitable system for function and compatibility based on the City's existing systems and promotes uniformity of the system city-wide, and Sonitrol of Fresno is the exclusive provider of Sonitrol security systems within Fresno County.

The City has adopted the CUPCCAA accounting procedures (CMC Chapter 2.9) which permit informal bidding for projects that cost up to \$200,000. As authorized by CMC Section 2.9.03(b)(3)(B), when a product or service is proprietary in nature and can be obtained only from a certain vendor or contractor, notice of a bid opportunity can be sent exclusively to such vendor or contractor. Staff notified Sonitrol of Fresno of this project in accordance CMC Section 2.9.03(b)(3)(B), and Sonitrol of Fresno provided the proposal for installation of access control, burglar alarm and fire monitoring systems at the Landmark Square senior center and transit buildings for \$81,174.92, and systems monitoring services for a monthly cost of \$607.00. Staff has reviewed the proposal and finds it is reasonable and meets the City's needs for this project.

Contracting with Sonitrol is in the City's best interest for the following reasons:

- Sonitrol equipment is currently being utilized at 95% of all City facilities and would standardize security systems city-wide to match existing City access control security, burglar alarm and fire monitoring systems.
- Standardizing to Sonitrol systems will allow City employees to use a single access card to access all other City buildings equipped with Sonitrol access control.
  - Sonitrol access cards are compatible and programmable to be used with Public Safety's internal access control system.
  - The Fleet Division is using Sonitrol issued access cards for fuel-dispensary purposes at the City's fuel island.
  - An employee can use a single card to access the fuel islands and all facilities deemed appropriate by their Director/Manager.
- Sonitrol of Fresno's call center is located in Fresno, their technicians are employed locally, and Sonitrol of Fresno has always been very responsive by providing excellent service for the past nineteen years.
- The City has built a rapport over the years in which our technicians can communicate directly with Sonitrol of Fresno technicians when we encounter system issues or are in need of troubleshooting assistance.

Sonitrol of Fresno is the exclusive provider of Sonitrol security systems within Fresno County; no other vendors besides Sonitrol of Fresno can provide the systems and services the City requires.

**FISCAL IMPACT**

Sonitrol of Fresno's proposed project price for access control, burglar alarm and fire monitoring at the Landmark Square & Transit Hub is \$81,174.92. The City's projected needs for these security services are funded through a transit Prop 1B FY14/15 grant, or Landmark Square construction budget; therefore, there will be no additional fiscal impact to the City's budget.

**REASON FOR RECOMMENDATION**

The City's long-term strategy is to standardize security needs with a single vendor. Sonitrol of Fresno currently services 95% of all city buildings with fire sprinkler monitoring, burglar alarm, access control, and temperature control monitoring.

**ACTIONS FOLLOWING APPROVAL**

Staff will submit contract documents for City Manager approval to initiate implementation of security systems at Landmark Square buildings for the purchase price of \$81,174.92 and systems monitoring services for a monthly cost of \$607.00. Once fully executed, the general contractor (AMG) will coordinate with Sonitrol of Fresno to schedule installation and contractor implementation.

Prepared by: Stephen Frankian, Facilities Maintenance and Purchasing Manager

Reviewed by: City Manager AH

**CITY OF CLOVIS  
SMALL PROJECT CONSTRUCTION AGREEMENT**

This Construction Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and **Sonitrol of Fresno** ("Contractor") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on **March 15<sup>th</sup>, 2022** ("Effective Date"), following approval by the City Council.

**RECITALS**

A. City desires to obtain construction services ("Work") for construction of the public work "**Landmark Square Burglar/Access Control Project**" ("Project") more fully described in **Exhibit B**, and, if applicable, as further set forth in the proposal from Contractor attached as **Exhibit C**, which are incorporated herein by reference.

B. Contractor is engaged in the business of public works construction and hereby warrants and represents that Contractor is qualified, licensed, and professionally capable of performing the Work on the Project.

C. Contractor submitted a proposal for the Project, included herein as **Exhibit C**, as well as all required forms, bonds, certificates, and other documents ("Contractor's Proposal"), that was approved by City for award of contract for the Project and is incorporated herein by reference.

D. City desires to award Contractor the contract for the Work, and Contractor desires to perform the Work on the Project, 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 Work. Contractor shall furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

**Landmark Square Burglar/Access Control Project**

The Work shall be in strict compliance with the plans, drawings, specifications, and conditions for the Project and other documents relating thereto ("Project Documents"), which are incorporated herein by reference. **Exhibit B** and **Exhibit C** shall be part of the Project Documents, which shall be part of this Agreement. If the terms and requirements of this Agreement and/or **Exhibit B** conflict with Contractor's Proposal, including **Exhibit C**, this Agreement and **Exhibit B** shall control. No contractual terms and/or conditions found in Contractor's Proposal, including **Exhibit C**, 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 Work performed by Contractor.

2. Changes in the Work. Changes in this Agreement or in the Work to be done under this Agreement shall be made in writing. City reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by City to be necessary or advisable for the proper completion or construction of the Work, and the City reserves the right to require Contractor to perform such work. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed, written order by City for the change in the Work. City shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Project Documents unless the same shall have been authorized by and the cost thereof approved in writing. No extension of time for performance of the Work shall be allowed hereunder unless such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing.

3. Commencement of Work; Schedule; Completion of Work. Contractor shall commence the Work upon City's issuance of a written "Notice to Proceed" and shall continue with the Work until Contractor has satisfactorily performed and completed the Work as determined by City, or until such time as the Agreement is terminated pursuant to Section 23 herein, whichever is earlier. Contractor shall perform the Work according to the schedule set forth in the Project Documents, if applicable. If no schedule is set forth in the Project Documents, City and Contractor shall mutually agree on a schedule for performance of the Work and completion of stages or milestones, if applicable. 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 and issue a written notice pursuant to Section 2, if applicable. The Project shall be completed not later than 30 **days** after the date the Notice to Proceed is issued ("Completion Date").

4. Payment for Work. City shall pay Contractor a sum not to exceed **Eighty-one Thousand, One Hundred Seventy-Four Dollars and Ninety-two Cents (\$81,174.92)** for the Work satisfactorily performed pursuant to this Agreement, inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. Contractor shall submit monthly invoices to City containing detailed information regarding the progress of the Work and City shall tender payment to Contractor within thirty (30) days after receipt of invoice, subject to Section 5, below.

5. Retention and Withholding Payments. Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. City shall retain five percent (5%) of any approved progress payment, except it may retain more if it makes special findings pursuant to Public Contract Code section 7201. City may decide to withhold a progress or retention payment in whole, or in part, to the extent reasonably necessary to protect City. In addition, City may withhold payment, in whole, or in part, to such extent as may be necessary to protect City from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Project Documents or based on stop payment notices. City shall pay the retainage pursuant to Public Contract Code section 7107.

6. Independent Contractor Status. Contractor and its subcontractors shall perform the Work 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.

7. 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 the Work is being provided under this Agreement and Contractor and any subcontractors are now, and will be throughout their performance of the Work under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Work 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 Work, and shall comply with all applicable laws, regulations, and industry standards. Contractor shall comply with all Labor Code requirements for public works projects applicable to Contractor's work under this Agreement.

8. Licensing. Contractor shall maintain the following license throughout the performance of this Agreement: Class **C-7**. Contractor shall also obtain and maintain a City of Clovis Business Tax Certificate prior to commencing performance of the Work.

9. Payment Bond. When required by applicable law, including Civil Code section 9550, prior to commencing any portion of the Work, the Contractor shall apply for and furnish City a payment bond for its portion of the Work which shall cover 100% payment for all obligations arising under the Project Documents and guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. 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.

10. Performance Bond. Prior to commencing any portion of the Work, the Contractor shall apply for and furnish City a performance bond for its portion of the Work which shall cover 100% faithful performance of all obligations arising under the Project Documents. 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.

11. Performance Requirements. Notwithstanding, and in addition to the provisions of, Section 23 of this Agreement, if any Work performed hereunder is 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 Project Documents. 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 Work 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 Work in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

12. Delay Damages. Time is of the essence with respect to this Agreement and the Work performed by Contractor. Contractor's failure to timely complete the Work under this Agreement shall result in the assessment of delay damages at the rate of \$100 **per day** for each calendar day the Project remains unfinished beyond the Completion Date or Work 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 Project 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 Project is delayed.

13. Identity of Subcontractors. To the extent the following is not already included in Contractor's Proposal and subject to the requirements of Public Contract Code section 4107, if applicable, Contractor shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors Contractor intends to utilize in Contractor's performance of the Work on the Project; 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.

14. 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; (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement; and (d) require the payment of prevailing wages in accordance with State and Federal law, if applicable.

15. Prevailing Wages; Apprenticeship. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, 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.

16. 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.

17. Record Keeping; Reports. Contractor shall keep complete records showing the Work 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 plans, drawings, specifications, and/or reports upon reasonable request by City and of all final plans, drawings, specifications, and/or reports prepared by Contractor under this Agreement.

18. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Contractor or its subcontractors in connection with the Work, 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 the City Manager. 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.

19. Confidentiality. All Work Product prepared and performed by and on behalf of Contractor in connection with the Work 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 Work, 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.

20. 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 Work 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.

21. Conflicts of Interest. Contractor warrants that neither Contractor nor any of its employees have an interest, present or contemplated, in the Work or the Project which would affect Contractor's or its employees' performance of the Work and the completion of the Project. Contractor further warrants that neither Contractor nor any of its employees have real property, business interests or income that will be affected by the Work. Contractor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Work under this Agreement. During the performance of the Work, 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.

22. 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.

23. Termination of Agreement. This Agreement shall terminate upon completion of the Work, or earlier pursuant to the following.

a. Termination by City: For Convenience. City may, at any time, terminate this Agreement for convenience and without cause. Upon receipt of written notice from City of such termination, the Contractor shall (1) cease operations as directed by the City in the notice; (2) take actions necessary, or that the City may direct, for the protection and preservation of the work; and (3) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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 to cure within that time period or commence reasonable steps to cure the breach. Contractor's failure to perform the Work as required by this Agreement or failure to correct non-conforming Work shall constitute a material breach of this Agreement.

c. Compensation to Contractor Upon Termination. Contractor shall be paid compensation for Work 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 the Work performed. 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 in Section 4 herein. 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 Work affected, unless the notice 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.

24. Insurance. Contractor shall satisfy the insurance requirements set forth in **Exhibit A**.

25. 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 Work described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole or

active negligence or willful misconduct. 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.

26. Warranty. Contractor warrants that material and equipment furnished for the Project will be of good quality and new unless otherwise required or permitted by the Project Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Project Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Such warranty shall extend for a period of not less than one (1) year from completion of the Project. If within the applicable warranty period any of the Work does not comply with the Project Documents, the Contractor shall correct it after receipt of City's written notice to do so. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period.

27. Taxes. Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor incident to the performance of Work 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.

28. 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.

29. 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.

30. Entire Agreement. This Agreement, including the Project Documents, 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.

31. 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.

32. 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**.

33. 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.

34. 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 Work 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.

35. 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.

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

37. 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.

38. 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.

39. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the performance of the Work 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.

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**

Sonitrol of Fresno  
Attn: Joey Rapo-Russell  
Title: President, CEO  
4220 W. Figarden Dr.  
Fresno, CA 93722  
[murza@sonitrolsecurity.com](mailto:murza@sonitrolsecurity.com)  
(559) 264-5924 [Phone Number]

**City of Clovis**

General Services  
Attn: Stephen Frankian  
Title: FM & Purchasing Manager  
1033 Fifth Street  
Clovis, CA 93612  
[StephenF@cityofclovis.com](mailto:StephenF@cityofclovis.com)  
(559) 324-2705 [Phone Number]

ATTEST

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

APPROVED AS TO FORM

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

## EXHIBIT A

# INSURANCE REQUIREMENTS

Prior to commencement of the Work, Contractor shall take out and maintain at its own expense the insurance coverage required by this **Exhibit A**. Contractor shall cause any subcontractor with whom Contractor contracts for the performance of Work 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 Work 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. The General Liability Insurance shall be maintained for a period of ten (10) years following the earlier of completion of the Work by Contractor or termination of this Agreement.

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

(iii) Business 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 Work 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 Work 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 B

## PROJECT DESCRIPTION

## SCOPE OF WORK

Furnish and install burglar alarm and access control devices at the new Landmark Square facilities including the senior center and transit hub buildings. All labor, material and equipment per the contractor's proposal to provide a fully functioning turnkey system.

## SCHEDULE

All work is to be scheduled by AMG Construction.



**SONITROL PROPOSAL**



RELEASE 22.8

CLIENT: City of Clovis - Transit Building  
 STREET ADDRESS 75 Third Street  
 CITY, ST ZIP Clovis CA 93612  
 ATTENTION: Jose Sandoval  
 TELEPHONE: 0

INCLUDES THE FOLLOWING EQUIPMENT AND SERVICES:

TOTAL BUILDING COVERAGE:	<input type="checkbox"/>	\$5,000 PERFORMANCE WARRANTY :	<input type="checkbox"/>
24-HOUR MONITORING	<input type="checkbox"/>	MONEY BACK GUARANTEE :	<input type="checkbox"/>
24-HOUR MAINTENANCE	<input type="checkbox"/>	SERVICE RESPONSE GUARANTEE:	<input type="checkbox"/>
DAILY SELF DIAGNOSTIC CHECK	<input type="checkbox"/>	FALSE ALARM GUARANTEE:	<input type="checkbox"/>
ANNUAL PREVENTATIVE MAINT.	<input type="checkbox"/>	ACCESS CODE CHANGES:	<input type="checkbox"/>
OTHER:	<input type="checkbox"/>		

0  
 INVESTMENT SUMMARY CLIENT OWNED

	<i>Initial Investment</i>	<i>Monthly Obligation</i>
INSTALLATION CHARGES:	\$ 7,765.92	
TOTAL INVESTMENT:	\$ 7,765.92	
DEPOSIT UPON AGREEMENT:	\$ 1,941.48	
DUE UPON COMPLETION OF INSTALL:	\$ 5,824.44	
MONITORING (PerMo; Billed Qrtly):	\$ -	
TOTAL MONTHLY PAYMENT:		\$ -

Quotation valid for 30 days from date listed below.

RELEASE 22.8

SUBMITTED BY: Monica Urzua DATE: February 1, 2022  
 ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

INCLUDED COMPONENTS:

PART	# Needed
Extra Labor Units	12
Additional Charge For Prevailing Wage Requirement	372.29
Schlange Ps902 2 AMP Power Supply by Von Duprin	12
**Price includes Sonitrol hanging the can but High Voltage to be done by Electricians**	1

## SONITROL PROPOSAL



RELEASE 22.8

CLIENT: COC - Senior Center  
 STREET ADDRESS: 735 Third Street  
 CITY, ST ZIP: Clovis, CA 93612  
 ATTENTION: Stephen Frankian  
 TELEPHONE: 0

INCLUDES THE FOLLOWING EQUIPMENT AND SERVICES:

TOTAL BUILDING COVERAGE	<input type="checkbox"/>	\$5,000 PERFORMANCE WARRANTY :	<input type="checkbox"/>
24-HOUR MONITORING	<input type="checkbox"/>	MONEY BACK GUARANTEE :	<input type="checkbox"/>
24-HOUR MAINTENANCE	<input type="checkbox"/>	SERVICE RESPONSE GUARANTEE:	<input type="checkbox"/>
DAILY SELF DIAGNOSTIC CHECK	<input type="checkbox"/>	FALSE ALARM GUARANTEE:	<input type="checkbox"/>
ANNUAL PREVENTATIVE MAINT.	<input type="checkbox"/>	ACCESS CODE CHANGES:	<input type="checkbox"/>
OTHER:	<input type="checkbox"/>		

Senior Center  
**INVESTMENT SUMMARY CLIENT OWNED**

	<i>Initial Investment</i>	<i>Monthly Obligation</i>
INSTALLATION CHARGES:	\$ 33,414.55	
TOTAL INVESTMENT:	\$ 33,414.55	
DEPOSIT UPON AGREEMENT:	\$ 8,353.64	
DUE UPON COMPLETION OF INSTALL:	\$ 25,060.92	
MONITORING (PerMo; Billed Qrtly):	\$ 354.00	
		-
		-
<b>TOTAL MONTHLY PAYMENT:</b>		<b>\$ 354.00</b>

Quotation valid for 30 days from date listed below.

RELEASE 22.8

SUBMITTED BY: Monica Urzua                      DATE: December 10, 2021

ACCEPTED BY: \_\_\_\_\_                      DATE: \_\_\_\_\_

**INCLUDED COMPONENTS:**

PART	# Needed
FlexiP Control Panel	1
Audio 8 Module	2
Large Enclosure, W/ Key, Lock and Mounting Clip	2
Audio Detector (PA-20)	25
SoniP Keypad	5
SoniP Power Hub	1
Single Pedestrian Door (Window, Roof Hatch)	6
Double Pedestrian Door	8
Overhead Door (1479)	1
SoniP Access 4 Module	4
Proximity Reader, MiniProx (Narrow; 6" x 1.7" x 1.0") HID Sonitrol	15
Extra Labor Units	8
Additional Charge For Prevailing Wage Requirement	4,296.87
Hold Up (Panic Buttons)	6
16 port switch	1
**Access Door Hardware to be installed by customer**	1
Genesis 16 AWG 2 C Stranded grey wire	1

**SONITROL PROPOSAL**



RELEASE 22.8

CLIENT: City of Clovis - Senior Center  
 STREET ADDRESS 75 Third Street  
 CITY, ST ZIP Clovis CA 93612  
 ATTENTION: Jose Sandoval  
 TELEPHONE: 0

INCLUDES THE FOLLOWING EQUIPMENT AND SERVICES:

TOTAL BUILDING COVERAGE	<input type="checkbox"/>	\$5,000 PERFORMRANCE WARRANTY :	<input type="checkbox"/>
24-HOUR MONITORING	<input type="checkbox"/>	MONEY BACK GUARANTEE :	<input type="checkbox"/>
24-HOUR MAINTENANCE	<input type="checkbox"/>	SERVICE RESPONSE GUARANTEE:	<input type="checkbox"/>
DAILY SELF DIAGNOSTIC CHECK	<input type="checkbox"/>	FALSE ALARM GUARANTEE:	<input type="checkbox"/>
ANNUAL PREVENTATIVE MAINT.	<input type="checkbox"/>	ACCESS CODE CHANGES:	<input type="checkbox"/>
OTHER:	<input type="checkbox"/>		

0  
 INVESTMENT SUMMARY CLIENT OWNED

	<i>Initial Investment</i>	<i>Monthly Obligation</i>
INSTALLATION CHARGES:	\$ 10,354.55	
TOTAL INVESTMENT:	\$ 10,354.55	
DEPOSIT UPON AGREEMENT:	\$ 2,588.64	
DUE UPON COMPLETION OF INSTALL:	\$ 7,765.91	
MONITORING (PerMo; Billed Qrtly):	\$ -	
		-
		-
TOTAL MONTHLY PAYMENT:		\$ -

Quotation valid for 30 days from date listed below.

RELEASE 22.8

SUBMITTED BY: Monica Urzua DATE: February 1, 2022  
 ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**INCLUDED COMPONENTS:**

<i>PART</i>	<i># Needed</i>
Extra Labor Units	16
Additional Charge For Prevailing Wage Requirement	496.39
Schlange Ps902 2 AMP Power Supply by Von Duprin	16
**Price includes Sonitrol hanging the can but High Voltage to be done by Electricians**	1
	1

# EXHIBIT D SIGNING AUTHORITY



**KIMBERLITE CORPORATION**  
An Employee Owned Company  
dba SONITROL of  
Bakersfield  
Fresno  
Stockton & Modesto  
Oakland & Contra Costa County  
So. Alameda County  
San Francisco  
Marin & Sonoma Counties  
Napa & Solano Counties  
NW Los Angeles / Ventura Co.  
California Fire / Life Safety Systems, Inc.

PO Box 9189  
Fresno, CA 95791-9189  
TOLL FREE (800) 219-6895  
TEL (559) 264-9730  
FAX (559) 264-4027  
Lic. # ACC 2599

February 8, 2022

Hello Stephen,

Joey Rao-Russell our President and CEO has signing authority for Kimberlite Corporation, dba Sonitrol Security.

Thank you,

Monica Urzua, Operations Manager

Sonitrol of Fresno

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# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services

DATE: March 7, 2022

SUBJECT: General Services – Approval – Res. 22-\_\_\_\_, Amending the Executive Management Summary and Management Benefit Summary by Revising Holiday Pay for Fire Management, Updating Military Leave, Changing Extra Shift Coverage for Deputy Fire Chief and Battalion Chiefs; and Authorize the City Manager to Execute the Agreement.

ATTACHMENTS: 1. Res. 22-\_\_\_\_

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

For the City Council to approve a resolution amending the Executive Management and Management Benefit Summary by revising holiday pay for Fire Management, updating military leave, changing extra shift coverage for Deputy Fire Chief and Battalion Chiefs, and authorizing the City Manager to execute the agreement.

### **EXECUTIVE SUMMARY**

Staff is requesting approval to change the Management and Executive Management Benefit Summary by revising the sworn Fire Management holiday pay to equal that of sworn non-management staff. Changing the calculation for Deputy Fire Chief and Battalion Chief pay when they cover subordinate shifts provides Fire Management with a comparative amount of pay as that of their subordinates who would cover the shift or who they supervise. Military Leave changes are required to comply with state and federal law. Replace the existing language for Fire Safety Managers receiving time and half when responding to wildland or other types of emergency incidents outside the city.

### **BACKGROUND**

The City Manager's office has requested that staff update the Executive Management Summary and Management Benefit Summary to include three primary revisions:



1. Increasing the quantity of holiday hours for Fire Management to equal the quantity of hours provided to non-management sworn staff which is 142.86. The change allows for an annual cash out of the entire annual allocation.
2. Updating Military Leave to comply with state and federal laws including coordination of benefits from the military pay for employees on active duty longer than 30 days in a fiscal year.
3. Changing the calculation for Deputy Fire Chief and Battalion Chiefs who backfill a subordinate's shift to provide a flat stipend of \$650.00 for the first eight-hours of additional shift coverage, and \$325.00 for each additional 4-hours. This equates to the pay a fill-in subordinate employee would receive for covering the shift.
4. Amend the language for Fire Safety Manager time and half their normal regular rate when responding to wildland or other types of emergency incidents outside the city. These types of incidents are normally reimbursed by the requesting agency.

Minor revisions to correct typographic errors or to clarify are also included but have no substantive impacts to policy or their execution.

### **FISCAL IMPACT**

The projected fiscal impact for the Holiday pay revision is approximately \$15,000 annually. Impact to military pay is unknown and depends on the number of employees who are called for active military duty. The projected fiscal impact for the changes to backfilling Fire shifts is estimated at \$5,000. The additional costs will be absorbed by the department's current budgets. No additional funding is being requested.

### **REASON FOR RECOMMENDATION**

It is recommended that the resolution be approved to revise the Executive Management Summary and Management Benefit Summary to maintain parity between sworn Safety Management sworn non-management benefits. Military Leave changes are required to comply with state and federal law.

### **ACTIONS FOLLOWING APPROVAL**

Personnel/Risk Management Personnel will distribute the revised Benefit Summaries to all affected employees and post them on the City's website.

Prepared by: Shonna Halterman, General Services Director

Reviewed by: City Manager AH

**RESOLUTION 22-\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
AMENDING THE MANAGEMENT AND EXECUTIVE MANAGEMENT BENEFIT  
SUMMARIES**

**WHEREAS**, the City maintains the Benefit Summaries that describe various employee benefits provided to different classes of employees of the City of Clovis; and

**WHEREAS**, the City desires to increase the quantity of holiday hours for Fire Management to equal the quantity of hours provided to non-management sworn staff; and

**WHEREAS**, the City desires to revise military leave to comply with state and federal laws; and

**WHEREAS**, the City desires change the calculation for Deputy Fire Chief and Battalion Chiefs who backfill a subordinate’s shift to provide a flat stipend of \$650.00 per each eight-hours of additional shift coverage to improve parity; and

**WHEREAS**, the City desires to amend the language for Fire Safety Managers when responding to wildland or other emergencies outside of the City.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis Management Benefit Summary and Executive Management Benefit Summary be amended as noted in Attachment A and Attachment B.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 7, 2022 by the following vote, to wit.

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

\_\_\_\_\_  
Mayor

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



## MANAGEMENT EMPLOYEES BENEFITS SUMMARY

~~October 1, 2020~~ March 15, 2022

The following is a summary of the benefits available to management employees of the City of Clovis. For more information on any of the benefits listed below, contact the Personnel/Risk Management Division at (559) 324-2725.

### 1. PAID VACATION

Vacation is provided to allow employees paid time away from work to rest, recreate and return to work with renewed vigor and a fresh perspective. Increases in vacation accrual rates provide reinforcement for and recognition of length of service. Paid vacation time will accrue as follows per pay period/work days per year/maximum accrual. However, sworn Police and Fire command staff that enter City employment with a minimum of five (5) or more years of prior sworn law enforcement or sworn fire service experience with a public agency will accrue vacation leave at the level commensurate with their years of public service for benefit accrual purposes.

Years of Service	40 hour week Employees	56 hour week Employees
0 to 7 <sup>th</sup> anniversary	5 hrs./15 days/280 hrs. Max.	7 hrs./15 days/392 hrs. Max.
8 <sup>th</sup> to 14 <sup>th</sup> anniversary	6 hrs./18 days/328 hrs. Max.	8.4 hrs./18 days/459.2 hrs. Max.
15 <sup>th</sup> to 19 <sup>th</sup> anniversary	6.7hrs./20 days/360 hrs. Max.	9.3 hrs./20 days/504 hrs. Max.
20 <sup>th</sup> anniversary plus	8 hrs./24 days/424 hrs. Max.	11.2 hrs./24 days/593.6 hrs. Max.

### 2. PAID SICK LEAVE and SICK LEAVE INCENTIVE

**a.** In order to ensure that employees have the opportunity to tend to their health issues and provide incentive for judicious use of sick leave benefit, the City provides sick leave and a sick leave incentive program.

**b.** The sick leave incentive benefit compensates employees up to 50% of a calendar year's unused accrual based on usage after an accumulation of 20 days of sick leave. The incentive is paid automatically on ~~the first paycheck following November 16~~ December 1st of each year.

Annual Sick Leave Incentive - 40 Hour Week Employees		
Hours Used During Preceding 12 Month Period	Number of Cash-out Hours Available	Percent of Cash-Out
-0-	96	50%
.1 to 8	88	45%
8 to 16	80	40%
16 to 24	72	35%
24 to 32	64	30%
32 to 40	56	25%

Annual Sick Leave Incentive 56 Hour Week Employees		
Hours Used During Preceding 12 Month Period	Number of Cash-out Hours Available	Percent of Cash-Out
-0-	134.4	50%
.1 to 11.2	123.2	45%
11.2 to 22.4	112	40%
22.4 to 33.6	100.8	35%
33.6 to 44.8	89.6	30%
44.8 to 56	78.4	25%

c. Managers who retire from the City with a normal retirement have the choice to cash-out up to 25% of their sick leave balance on their date of retirement. The cash-out may be applied to the deferred compensation plan, or may be received in cash. The balance of unused sick leave hours after the cash-out will be certified to PERS for the benefit known as “Credit for Unused Sick Leave.”

d. One-half (½) the annual accrual of sick leave per calendar year may be used to attend to an illness of a child, parent, spouse, registered domestic partner, sibling, parent-in-law, a grandparent, or a grandchild. (Labor Code 233(a)). Leave taken under Labor Code 233(a) will count toward the satisfaction of leave rights under AB1522.

e. Up to 24 hours or three (3) days of sick leave may be used by an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes of:

- Seeking medical attention for injuries cause by domestic violence or sexual assault.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault.
- To obtain psychological counseling related to an experience of domestic violence or sexual assault.
- To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

**3. PAID HOLIDAYS**

a. The City recognizes 10 scheduled paid holidays and one (1) paid floating holiday to be used at the mutual agreement of the employee and their supervisor. A four (4) hour floating holiday for all managers is available to be used on either the workday before Christmas Day or the workday before New Year’s Day, subject to the needs of the City.

b. On July 1st of each year, the Deputy Police Chief and Police Captains and Lieutenants shall be provided with 100 hours of holiday time in lieu of paid leave time off for holidays observed by the City. Up to 100 hours may be cashed-out each year at the employee’s option. 56/40 hour week Battalion Chiefs are provided with 200/142.86 hours of holiday time and are allowed to cash out up to 200/142.86 hours each year. The Deputy Fire Chief is provided with ~~100~~142.86 hours each year and may cash out up to 142.86 hours of holiday time each year. On July 1 of each year, the safety managers will notify finance of the number of holiday hours they intend to cash out or use so that it may be reported to PERS as earned in accordance with PERS

~~March 15, 2022~~ ~~October 1, 2020~~

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requirements. Holiday hours must be used or cashed within the fiscal year unless an extension for use has been approved by the City Manager. ~~If available carry over hours are available from previous years, the Deputy Fire Chief may cash out up to 142.86 hours of holiday time each year.~~

c. If an employee leaves employment with the City prior to June 30, an amount equal to the pro-rata holiday time that has been unearned will be deducted from the final paycheck.

#### 4. MANAGEMENT LEAVE

a. In recognition of the effort and contributions required of Management employees beyond the “normal” workday, the City provides additional leave time. Management employees receive 56 hours of management leave per fiscal year (posted on the first check after July 16<sup>th</sup>). Up to 56 hours of unused management leave is automatically cashed out on the first check after June 17<sup>th</sup> of each year. ~~On June 30 of each year, remaining balances of management leave will automatically be cashed out to the employee.~~ By request, up to 40 hours of unused management leave may be carried over until December 31<sup>st</sup>. Management leave cannot accumulate to an amount greater than 56 hours, except for hours carried over. After December 31<sup>st</sup>, balances exceeding the 56 hours will be reduced to the normal maximum of 56 hours.

b. Fifty-six (56) hour per week Fire Management employees will receive 78.4 hours of management leave. By request, they may carry over fifty-six (56) hours of unused management leave until December 31<sup>st</sup>. For these employees Management Leave cannot accumulate to an amount greater than 78.4 hours, except for hours carried over. After December 31<sup>st</sup>, balances exceeding the 78.4 hours will be reduced to the normal maximum of 78.4 hours.

#### 5. MANAGEMENT INCENTIVE PAY

In recognition of the unique nature of the efforts and contributions required of Management employees, the City also provides Management Incentive Pay equal to one (1) hour of base rate pay each pay period that a Manager is in paid status. In addition to the one (1) hour of incentive pay, forty hour per week Battalion Chiefs will also receive 5% of base salary as additional management incentive pay.

#### 6. LATERAL TRANSFER BENEFIT FOR SWORN COMMAND STAFF

In order to provide equity with lateral hires of sworn officers and firefighters and to enhance the ability of the City of Clovis to recruit the highest quality candidates for sworn Police and Fire command staff, the City will provide the following benefits:

- On hire to a sworn command staff position, a lateral hire with a minimum of five (5) or more years sworn law enforcement experience or sworn fire service experience with a public agency will receive 40 hours of management compensation time with no cash value and 40 hours of sick leave.
- Upon successful completion of probation, the lateral hire in a sworn command staff position will receive an additional 40 hours of management compensation time with no cash value and 40 hours of sick leave.

#### 7. FAMILY ILLNESS & BEREAVEMENT LEAVE

The City provides paid leave of up to 24 hours per calendar year to provide required personal care for immediate family members. The City also provides 40 hours of paid bereavement leave per calendar year for employees who experience the death of a family member to allow the employee to attend to various matters related to the passing of the family member. For the purposes of this Section, "immediate family" shall include husband, wife, registered domestic partner, mother/step, father/step, brother/step, sister/step, child/step, grandparent, grandchildren, mothers/fathers in-law, brothers/sisters in-law, sons/daughters in law or legal dependent of the employee.

**8. VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING**

As a victim of domestic violence, an employee has certain rights afforded by AB 2337. Those rights include the right to take time off for certain reasons related to the situation, a right to reasonable accommodation for the employee's safety, and the right to be free from retaliation and discrimination. An employee who is a victim of domestic violence, sexual assault, or stalking should contact the Personnel office for more information.

**9. MILITARY LEAVE**

The City supports employees who serve in the military. Military Leave requests shall be administered in accordance with the provisions of applicable federal and state law. Employees on active duty Military Orders for 30 or less days in a fiscal year will receive paid Military Leave for that period of service. Copies of the orders must be provided to the department. Employees ~~on may be on unpaid leave for any period of~~ active duty over (30) calendar days in one fiscal year shall be paid the difference between the amount of their military pay and their regular pay with the City of Clovis starting on the 31<sup>st</sup> day of their leave. pursuant to state law. Employees that are on active military leave may be able to reinstate PERS credit for time missed while on an active leave. For more information, please contact the Personnel/Risk Management Division.

**10. MEDICAL, DENTAL, PHARMACY, OPTICAL, and GROUP LIFE INSURANCE**

**a.** In order to provide employees with an opportunity to maintain the health and wellness of themselves and their dependents, the City provides health insurance that includes medical, prescription, dental, and vision coverage. In addition, the City provides life insurance coverage.

**b.** The City provides a variety of medical plan choices to employees. Each year before the open enrollment period in October/November, the City will provide the details of those options to employees. Employees may also elect dental, vision and life coverage only at a reduced rate or waive health benefits entirely. Employees who waive *all health coverage* (medical, dental, prescription, and vision coverage) are eligible for a \$420.00 health insurance rebate each month. ***To receive the \$420.00 insurance rebate the employee must annually provide evidence of being covered on another group health plan.*** Employees who have exhausted their FMLA/CFRA rights and are on an unpaid leave of absence approved by the City Manager are eligible to continue their health insurance coverage for a period of up to 6 (six) months. After that, if eligible, employees will have to enroll in COBRA to continue health insurance coverage.

**c.** City paid life insurance coverage is \$200,000 for the employee and \$10,000 for dependents.

**11. RETIREE HEALTH INSURANCE**

a. Employees with a minimum of five (5) years of service as a regular full time employee immediately preceding separation, and who are currently enrolled in a City health plan or other approved group health plan, and who retire in accordance with PERS age and service requirements are allowed to continue in a City sponsored Medical and Prescription plan at their expense. Details of the retiree health insurance program are provided to retirees active in the program each year before open enrollment.

b. Retiring Managers who do not meet the eligibility guidelines for the Retiree Health Insurance program will be eligible to continue the City Health Insurance at their own expense by exercising their COBRA rights.

**12. SUPPLEMENTAL LIFE INSURANCE**

Employees have the option to purchase supplemental life insurance in addition to the life insurance coverage provided by the City in item 108 above. Supplemental Group Life Insurance is available at the employee's expense by payroll deduction. There is a 30 day guaranteed purchase provision from date of hire. After 30 days from the date of hire, the insurance company has discretion, through the underwriting process, over policy issuance and amount of issuance. The guaranteed issue amounts are: \$100,000 for the employee, \$25,000 for the spouse and \$2,000 for children. The maximum additional insurance amount is \$500,000 for employees, \$250,000 for spouses and \$2,000 for children.

**13. BUSINESS TRAVEL INSURANCE**

A \$500,000 death benefit for Management employees who die while traveling on City business is provided by the City. Benefits are also paid for bodily dismemberment.

**14. SHORT TERM/LONG TERM DISABILITY INSURANCE**

a. In order to provide income replacement due to a non-work related event, the City provides Short and Long Term Disability Insurance. Short Term Disability Insurance provides a benefit equal to 66.67% of base salary up to \$7,000 per month for up to 24 weeks after 14 days of disability. This benefit is paid for by each employee through payroll deduction.

b. If an employee continues to be disabled the Long Term Policy begins after 24 weeks. Long Term Disability provides a benefit equal to 66.67% of base salary up to \$7,000 per month for up to two years after 180 days of disability. If an employee is permanently disabled from all occupations, a lifetime monthly benefit (to age 65) is paid to the employee. This benefit is paid for by each employee through payroll deduction.

**15. EMPLOYEE ASSISTANCE PROGRAM**

The Insight program is available to full-time City employees and household members to provide guidance, to promote wellness, and to help resolve personal issues that may be interfering with work or home life. Each employee or household member is entitled to three (3) free visits every six (6) months. (Sworn safety managers are eligible for an additional (3) free visits every six (6) month period.) Insight can be reached 24 hours a day at (559) 226-7437.



**16. RETIREMENT**

a. The City has contracted with the California Public Employees Retirement System (PERS) for employee retirement benefits. The benefits provided are based on the benefit formula, age at retirement, compensation, and length of service in the system. The contract provisions also include a 2% cost of living adjustment, the Level 4 1959 Survivor Benefit, and sick leave service credit conversion for all Managers.

**b. Employees hired before January 1, 2013 are classified by PERS as “Classic Employees” for retirement purposes. The following retirement formulas apply to PERS Classic Employees:**

Misc. 2.7% at 55 formulas with 8% Employee paid contribution on a pre-tax basis.  
Safety 3% at 50 formula with 9% Employee paid contribution on a pre-tax basis.

**The PERS retirement benefit for Classic Employees will be based on the Employee’s highest 12 consecutive months of compensation.**

**c. Employees hired after January 1, 2013 are classified as “New Employees” by PERS for retirement purposes. The following retirement formulas apply to PERS New Employees:**

Misc. 2.0% at 62 formulas with 6.75% Employee paid contribution on a pre-tax basis.  
Safety 2.7% at 57 formula with 12.50% Employee paid contribution on a pre-tax basis.

**The PERS retirement benefit for New Employees is based on the Employee’s highest 36 consecutive months of compensation.**

**The employee contribution rate for new members may be subject to change. For example, the employee contributions may increase or decrease based on PERS funding requirements.**

**d. Additional Employee Cost-Sharing of PERS Contributions**

All employees participate in PERS retirement benefit cost-sharing in the form of additional percentages of employee compensation paid toward the City’s PERS retirement costs as follows:

Miscellaneous Employees: 8.4%  
 Safety Employees: 8.0%

**17. PRE-RETIREMENT DEATH BENEFITS**

a. The retirement contract with PERS includes a pre-retirement death benefit. If an **employee is not eligible to retire** (i.e., has not attained age 50 and at least five (5) years of PERS service credit) the employee’s beneficiary will receive the Basic Death Benefit which is a refund of the employee’s contributions plus interest and up to six (6) months’ pay. In addition the beneficiary will receive the 1959 Survivor Benefit which provides a monthly allowance of up to \$2,280 for three (3) or more eligible survivors.



b. Beneficiaries of **employees who are eligible to retire** may elect to receive the same benefit as noted above or the 1957 Survivor Benefit which provides a monthly allowance equal to one half of what the highest service retirement allowance would have been had the employee retired on the date of their death. In lieu of either of these benefits, an eligible survivor may receive the Pre-Retirement Option 2W Death Benefit. It provides a monthly benefit to the eligible survivor equal to the amount the employee would have received had the employee retired on the date of their death and elected Option 2W.

c. When the death of a safety employee who is **not eligible to retire** is determined to be **job related** the beneficiaries may receive the Special Death Benefit which provides a monthly allowance equal to one half of final compensation. If the cause of death is some external violence or physical force while on the job, and there are eligible children in addition to a spouse or registered domestic partner, the allowance may be increased to 75 percent. The beneficiary may elect to receive the Basic Death Benefit and the 1959 Survivor Benefit in place of the Special Death Benefit.

d. When the death of a safety employee who is **eligible to retire** is determined to be **job related** the beneficiaries may receive the Special Death Benefit which provides a monthly allowance equal to one half of final compensation. If the cause of death is some external violence or physical force while on the job, and there are eligible children in addition to a spouse or registered domestic partner, the allowance may be increased to 100 percent. The beneficiary may elect to receive the Basic Death Benefit and the 1959 Survivor Benefit in place of the Special Death Benefit.

#### 18. DEFERRED COMPENSATION

An IRC Section 457 deferred compensation plan is available to all Management employees as a supplemental retirement plan, with the City matching the employee's contribution on a dollar for dollar basis up to 3% of the employee's base pay.

#### 19. VEHICLE ALLOWANCE

Designated management positions receive a \$455 per month vehicle allowance in lieu of an assigned City vehicle for business and personal use pursuant to IRS regulations. Miles driven in excess of 50 miles round trip will be paid at the current IRS set mileage rate. To receive a vehicle allowance, the employee must maintain a valid California Driver's license, maintain current registration and qualifying insurance (minimum limit of \$300,000 combined single limit personal liability) on the vehicle, and provide proof of that insurance to the City ~~on~~by December 16 of each year. Failure to provide proof of insurance will result in the vehicle allowance being suspended until the proof is provided. For more information, see the City's Business Travel Policy.

#### 20. CELLULAR TELEPHONE PROGRAM

Designated management employees will receive a \$50 per month cellular phone allowance for business and personal use pursuant to IRS regulations.

**21. COMPUTER LOAN PROGRAM**

The computer loan program is intended to encourage computer ownership in order to improve computer skills and organizational efficiency. The City will loan up to \$3,000 for a period of 24 months, interest free, for Management employees to purchase a computer, software, and related devices for professional development and personal use.

**22. PROFESSIONAL DEVELOPMENT**

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associates, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or master's degree program is eligible for reimbursement.
- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.

March 15, 2022~~October 1, 2020~~

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G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.

H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

**23. SOCIAL SECURITY/MEDICARE**

The City of Clovis does not participate in Social Security, except as required for Medicare for employees hired after April 30, 1986.

**24. STAND-BY COMPENSATION**

Stand-by compensation shall be provided for managers in the Information Technology Division who participate in the regularly scheduled rotation of 24-hour/7-day coverage for computer services. Compensation for the 24/7 period shall be equivalent to 30% of the weekly base salary. Actual callbacks shall be paid at the straight time rate for actual hours worked.

**25. PUBLIC SAFETY FITNESS INCENTIVE**

In the interest of public safety, the City encourages its public safety managers to maintain a high state of health, wellness, and fitness. To that end, employees in police management classifications who participate in physical fitness testing and attain the necessary benchmarks will receive the same incentive provided to represented employees in the respective departments. (Note: Fire Management Fitness Incentive was added into step one of the salary schedule for Deputy Chief and Battalion Chiefs on July 1, 2019.)

**26. PUBLIC SAFETY MANAGERS EXTRA SHIFT COVERAGE**

Subject to approval by the City Manager, the Deputy Police Chief, Police Captains and Police Lieutenants, ~~and Deputy Fire Chief and Battalion Chiefs, and the~~ Communications Supervisor, Supervisor of Animal Services, and Public Safety Management Analysts who are required to back fill for a subordinate's shift or fill a shift for another safety manager in the same position due to staffing will be provided with additional compensation provided that the extra shift requires working hours beyond those hours regularly scheduled for the work week. The additional compensation will be paid at the straight time rate of pay of the manager filling the shift, unless the manager is filling the shift for a subordinate. When filling a shift for a subordinate, the rate of compensation will be the straight time rate for step 5 of the classification being filled for the duration of the extra shift coverage assignment. If the assignment includes a 56 hour week assignment, the public safety manager will be paid at the 56 hour rate of pay.

Subject to approval, the Deputy Fire Chief and Battalion Chiefs who are required to backfill for a subordinate's shift or fill a shift for another safety manager in the same position due to staffing will be provided with an additional stipend provided that the extra shift requires working beyond those hours regularly scheduled for the work week. The stipend shall be \$650.00 for the first eight-hours of additional shift coverage and \$325.00 for each additional four-hours of shift coverage.

March 15, 2022~~October 1, 2020~~

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~~Deployment pay for Safety Managers under a contract for service with another government agency will be provided at the contracted rate up to 1.5 times the employee's normal hourly rate (56 or 40 hour). Fire Safety Managers assigned to emergency incidents, such as Out of County, Assistance by Hire (ABH), Master Mutual/Auto Aid, and California Firefighting Assistance Agreement (CFAA) responses and working beyond their normal scheduled duty hours will be eligible for time and a half their regular rate. This includes portal to portal for all hours worked/assigned. Fire Safety Managers working backfill for employees assigned to these types of incidents will receive time and half for all hours of coverage as needed by the department.~~

**27. PUBLIC SAFETY EXTRAORDINARY INCIDENT STIPEND**

Each fiscal year, upon recommendation of the Police Chief, the City Manager will have discretion to authorize up to an additional 40 hours of paid compensation to Police Department Command Staff and the Public Affairs and Information Manager who have worked extraordinary law enforcement events or have participated in extraordinary instances or circumstances which required significant additional time in excess of their regular work schedule.

Each fiscal year, upon recommendation of the Fire Chief, the City Manager will have the discretion to authorize up to an additional 40 hours of paid compensation to the Deputy Fire Chief, and Special Projects and Life Safety Manager who have worked extraordinary events or have participated in extraordinary instances or circumstances which required significant additional time in excess of their regular work schedule.

**28. UNIFORMS**

Uniform allowance is provided to management employees as follows:

Sworn Fire Management: \$1,500.00 per fiscal year, paid each pay period.

Sworn Police Management: \$1200.00 per fiscal year, paid annually in January.

Utility Managers: Purchased by City.



## EXECUTIVE MANAGEMENT EMPLOYEES BENEFITS SUMMARY

~~October 1, 2020~~ March 15, 2022

The following is a summary of the benefits available to Executive Management employees of the City of Clovis. For more information on any of the benefits listed below, contact the Personnel/Risk Management Division at (559) 324-2725.

Executive Management classifications include the City Manager, Assistant City Manager/City Clerk, Community and Economic Development Director, Planning and Development Services Director, Finance Director, Fire Chief, General Services Director, Police Chief, and Public Utilities Director.

### 1. PAID VACATION

Vacation is provided to allow employees paid time away from work to rest, recreate, and return to work with renewed vigor and fresh perspectives. Increases in vacation accrual rates provide reinforcement for and recognition of length of service. Paid vacation time will accrue as follows per pay period/work days per year/maximum accrual. However, Executive Managers that enter City employment with prior public agency experience will accrue vacation leave at the level commensurate with their years of public service for benefit accrual purposes.

Years of Service	40 hour week Employees	56 hour week Employees
0 to 7 <sup>th</sup> anniversary	5 hrs./15 days/280 hrs. Max.	7 hrs./15 days/392 hrs. Max.
8 <sup>th</sup> to 14 <sup>th</sup> anniversary	6 hrs./18 days/328 hrs. Max.	8.4 hrs./18 days/459.2 hrs. Max.
15 <sup>th</sup> to 19 <sup>th</sup> anniversary	6.7hrs./20 days/360 hrs. Max.	9.3 hrs./20 days/504 hrs. Max.
20 <sup>th</sup> anniversary plus	8 hrs./24 days/424 hrs. Max.	11.2 hrs./24 days/593.6 hrs. Max.

### 2. PAID SICK LEAVE and SICK LEAVE INCENTIVE

**a.** In order to ensure that employees have the opportunity to tend to health issues and to provide incentive for judicious use of the sick leave benefit, the City provides paid sick leave and a sick leave incentive program.

**b.** The sick leave incentive benefit compensates employees up to 50% of a calendar year's unused accrual based on usage after an accumulation of 20 days of sick leave. The incentive is paid automatically on ~~the first paycheck following November 16~~ December 1st of each year.

Annual Sick Leave Incentive - 40 Hour Week Employees		
Hours Used During Preceding 12 Month Period	Number of Cash-Out Hours Available	Percent of Cash-Out
-0-	96	50%
.1 to 8	88	45%
8 to 16	80	40%
16 to 24	72	35%
24 to 32	64	30%
32 to 40	56	25%

c. Executive Managers have the choice to receive up to 50% cash-out of total accrued sick leave at the time of retirement, or a 25% cash-out at the time of separation of employment in good standing for reasons other than a “normal” retirement. The cash-out may be applied to the deferred compensation plan, or may be received in cash. The balance of unused sick leave hours after the cash-out will be certified to PERS for the benefit known as “Credit for Unused Sick Leave.”

d. One-half (½) of the annual accrual of sick leave per calendar year may be used to attend to the health issues of a child, parent, spouse, registered domestic partner, sibling, parent-in-law, grandparent, or grandchild. (Labor Code 233(a)). Leave taken under Labor Code 233(a) will count toward the satisfaction of leave rights under AB1522.

e. Up to 24 hours or three (3) days of sick leave may be used by an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes of:

- Seeking medical attention for injuries cause by domestic violence or sexual assault.
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault.
- To obtain psychological counseling related to an experience of domestic violence or sexual assault.
- To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

### 3. PAID HOLIDAYS

a. The City recognizes 10 scheduled paid holidays, and one (1) paid floating holiday to be used at the mutual agreement of the employee and their supervisor. A four (4) hour floating holiday for all managers is available to be used on either the workday before Christmas Day or the workday before New Year’s Day, subject to the needs of the City.

b. On July 1st of each year, the ~~Fire Chief and~~ Police Chief shall receive 100 hours in the Holiday Hour Bank in lieu of paid leave time-off for holidays observed by the City. Up to 100 hours may be cashed-out each year at the ~~Fire and~~ Police Chief’s option. On July 1<sup>st</sup> of each year, the Fire Chief shall receive 142.86 hours in the Holiday Hour Bank in lieu of paid leave time-off for holidays observed by the City. Up to 142.86 hours may be cashed-out each year at the Fire Chief’s option. On July 1 of each year, the Fire Chief and Police Chief will notify finance of the number of holiday hours they intend to cash out or use so

that it may be reported to PERS as earned in accordance with PERS requirements. Holiday hours must be used or cashed within the fiscal year unless an extension for use has been approved by the City Manager. ~~If available carry over hours are available from previous years, the Fire Chief may cash out up to 142.86 hours of holiday time each year.~~

c. If the Fire / Police Chief leaves City employment prior to June 30<sup>th</sup>, an amount equal to the pro-rata holiday time that has been unearned during the fiscal year will be deducted from their final paycheck.

#### 4. MANAGEMENT LEAVE

In recognition of the effort and contributions required of Executive Management employees beyond the “normal” workday, the City provides additional leave time. Executive Management employees receive 96 hours of management leave per fiscal year (posted on the first check after July 1<sup>st</sup>~~6<sup>th</sup>~~). Up to 56 hours of unused management leave is automatically cashed out on the first check after June 17<sup>th</sup>~~July 1<sup>st</sup>~~ of each year. Forty (40) hours of management leave has no cash-out value. On June 30<sup>th</sup> of each year, up to a maximum of 40 hours of unused management leave will automatically be carried over until December 31<sup>st</sup>. Management leave cannot accumulate to an amount greater than 96 hours, except for hours carried over. After December 31<sup>st</sup>, balances exceeding the 96 hours will be reduced to the normal maximum of 96 hours.

#### 5. MANAGEMENT INCENTIVE PAY

In recognition of the unique nature of the effort and contributions required of Management employees, the City also provides Management Incentive Pay equal to one (1) hour of base rate pay each pay period that a Manager is in paid status.

#### 6. LATERAL TRANSFER BENEFIT FOR POLICE AND FIRE CHIEF

In order to provide equity with other sworn command staff and to enhance the ability of the City of Clovis to recruit the highest quality candidates for the sworn positions of Police and Fire Chiefs’ the City will provide the following benefits:

- On hire, a lateral hire for Police Chief or Fire Chief will receive 40 hours of management compensation time with no cash value and 40 hours of sick leave.
- Upon successful completion of probation, the lateral hire Police Chief or Fire Chief will receive an additional 40 hours of management compensation time with no cash value and 40 hours of sick leave.

#### 7. FAMILY ILLNESS & BEREAVEMENT LEAVE

The City provides paid leave of up to 24 hours per calendar year for the purpose of providing personal care for immediate family members. The City also provides 40 hours of paid bereavement leave per calendar year for employees who experience the death of a family member to allow the employee to attend to various matters related to the passing of the family member. For the purposes of this Section, “immediate family” shall include husband, wife, registered domestic partner, mother/step, father/step, brother/step, sister/step, child/step, grandparent, grandchildren, mothers/fathers in-law, brothers/sisters in-law, sons/daughters in law or legal dependent of the employee.



**8. VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING**

As a victim of domestic violence, an employee has certain rights afforded by AB 2337. Those rights include the right to take time off for certain reasons related to the situation, a right to reasonable accommodation for the employee's safety, and the right to be free from retaliation and discrimination. An employee who is a victim of domestic violence, sexual assault, or stalking should contact the Personnel office for more information.

**9. MILITARY LEAVE**

The City supports employees who serve in the military. Military Leave requests shall be administered in accordance with the provisions of applicable federal and state law. Employees on active duty Military Orders for 30 or less days in a fiscal year will receive paid Military Leave for that period of service. Copies of the orders must be provided to the department. Employees ~~may be on unpaid leave for any period of~~ active duty over 30 calendar days in one fiscal year shall be paid the difference between the amount of their military pay and their regular pay with the City of Clovis starting on the 31<sup>st</sup> day of their leave. pursuant to state law. Employees that are on active military leave may be able to reinstate PERS credit for time missed while on an active leave. For more information, please contact the Personnel/Risk Management Division.

**10. MEDICAL, DENTAL, PHARMACY, OPTICAL, and GROUP LIFE INSURANCE**

**a.** In order to provide employees with an opportunity to maintain the health and wellness of themselves and their dependents, the City provides health insurance that includes medical, prescription, dental, and vision coverages. In addition, the City provides life insurance coverage.

**b.** The City provides a variety of medical plan choices to employees. Each year before the open enrollment period in October/November, the City will provide the details of those options to employees. Employees may also elect dental, vision and life coverage only at a reduced rate or waive health benefits entirely. Employees who waive *all health coverage* (medical, dental, prescription, and vision coverage) are eligible for a \$420.00 health insurance rebate each month. ***To receive the \$420.00 health rebate the employee must annually provide evidence of being covered on another group health plan.*** Employees who have exhausted their FMLA/CFRA rights and are on an unpaid leave of absence approved by the City Manager are eligible to continue their health insurance coverage for a period of up to 6 (six) months. After that, if eligible, employees will have to enroll in COBRA to continue health insurance coverage.

**c.** City-paid life insurance coverage for Executive Managers is \$300,000 for the employee and \$10,000 for dependents.

**11. RETIREE HEALTH INSURANCE**

**a.** Employees with a minimum of five (5) years of service as a regular full time employee immediately preceding separation, and who are currently enrolled in a City health plan or other approved group health plan, and who retire in accordance with PERS age and service requirements are allowed to continue in a City sponsored Medical and Prescription plan at their expense. Details of the retiree health insurance program are provided to retirees active in the program each year before open enrollment.



b. Retiring Managers who do not meet the eligibility guidelines for the Retiree Health Insurance program will be eligible to continue the City Health Insurance at their own expense by exercising their COBRA rights.

## 12. SUPPLEMENTAL LIFE INSURANCE

Employees have the option to purchase supplemental life insurance in addition to the life insurance coverage provided by the City in Item 810 above. Supplemental Group Life Insurance is available at the employee's expense by payroll deduction. There is a 30 day guaranteed purchase provision from date of hire. After 30 days from the date of hire, the insurance company, through the underwriting process, has discretion over policy issuance and amount of issuance. The guaranteed issue amounts are: \$100,000 for the employee, \$25,000 for the spouse and \$2,000 for children. The maximum additional insurance amount is \$500,000 for employees, \$250,000 for spouses and \$2,000 for children.

## 13. BUSINESS TRAVEL INSURANCE

A \$500,000 death benefit for Executive Management employees who die while traveling on City business is provided by the City. Benefits are also paid for bodily dismemberment.

## 14. SHORT TERM/LONG TERM DISABILITY INSURANCE

a. In order to provide income replacement due to a non-work related event, the City provides Short and Long Term Disability Insurance. Short Term Disability Insurance provides a benefit equal to 66.67% of base salary up to \$7,000 per month for up to 24 weeks after 14 days of disability. This benefit is paid for by each employee through payroll deduction.

b. If an employee continues to be disabled, the Long Term Policy begins after 24 weeks. Long Term Disability provides a benefit equal to 66.67% of base salary up to \$7,000 per month for up to two years after 180 days of disability. If an employee is permanently disabled from all occupations, a lifetime monthly benefit (to age 65) is paid to the employee. This benefit is paid for by each employee through payroll deduction.

## 15. EMPLOYEE ASSISTANCE PROGRAM

The Insight program is available to full-time City employees and household members to provide guidance to promote wellness and to help resolve personal issues that may be interfering with work or home life. Each employee or household member is entitled to three (3) free visits every six (6) months. (Each sworn safety employee is entitled to an additional (3) free visits every (6) month period.) Insight can be reached 24 hours a day at (559) 226-7437.

## 16. RETIREMENT

a. The City has contracted with the California Public Employees Retirement System (PERS) for employee retirement benefits. The benefits provided are based on the benefit formula, age at retirement, compensation, and length of service in the system. The contract provisions also include a 2% cost of living adjustment, the Level 4 1959 Survivor Benefit, and sick leave service credit conversion for all Managers.

**b. Employees hired before January 1, 2013, are classified by PERS as “Classic Employees” for retirement purposes. The following retirement formulas apply to PERS Classic Employees:**

- Misc. 2.7% at 55 formulas with 8% Employee paid contribution on a pre-tax basis.
- Safety 3% at 50 formula with 9% Employee paid contribution on a pre-tax basis.

**The PERS retirement benefit for Classic Employees will be based on the employee’s highest 12 consecutive months of compensation.**

**c. Employees hired after January 1, 2013, are classified as “New Employees” by PERS for retirement purposes. The following retirement formulas apply to PERS New Employees:**

- Misc. 2.0% at 62 formulas with 6.75% Employee paid contribution on a pre-tax basis.
- Safety 2.7% at 57 formula with 12.50% Employee paid contribution on a pre-tax basis.

**The PERS retirement benefit for New Employees is based on the employee’s highest 36 consecutive months of compensation.**

**The employee contribution rate for PERS New Employees may be subject to change. For example the employee contributions may increase or decrease based on PERS funding requirements.**

**d. Additional Employee Cost-Sharing of PERS Contributions:**

**All employees participate in PERS retirement benefit cost-sharing in the form of additional percentages of employee compensation paid toward the City’s PERS retirement costs as follows:**

- Miscellaneous Employees: 8.4% cost sharing  
Safety Employees: 8.0% cost sharing

**17. PRE-RETIREMENT DEATH BENEFITS**

**a.** The City’s retirement contract with PERS includes a pre-retirement death benefit. If an **employee is not eligible to retire** (i.e., has not attained age 50 and at least five (5) years of PERS service credit) the employee’s beneficiary will receive the Basic Death Benefit which is a refund of the employee’s contributions plus interest and up to six (6) month’s pay. In addition, the beneficiary will receive the 1959 Survivor Benefit which provides a monthly allowance of up to \$2,280 for three (3) or more eligible survivors.

**b.** Beneficiaries of **employees who are eligible to retire**, may elect to receive the same benefit as noted above or the 1957 Survivor Benefit which provides a monthly allowance equal to one half of what the highest service retirement allowance would have been had the employee retired on the date of their death. In lieu of either of these benefits, an eligible survivor may receive the Pre-Retirement Option 2W Death Benefit. It provides a monthly

benefit to the eligible survivor equal to the amount the employee would have received had the employee retired on the date of their death and elected Option 2W.

c. When the death of a safety employee who is **not eligible to retire** is determined to be **job related** the beneficiaries may receive the Special Death Benefit which provides a monthly allowance equal to one half of final compensation. If the cause of death is some external violence or physical force while on the job, and there are eligible children in addition to a spouse or registered domestic partner, the allowance may be increased to 75 percent. The beneficiary may elect to receive the Basic Death Benefit and the 1959 Survivor Benefit in place of the Special Death Benefit.

d. When the death of a safety employee who is **eligible to retire** is determined to be **job related** the beneficiaries may receive the Special Death Benefit which provides a monthly allowance equal to one half of final compensation. If the cause of death is some external violence or physical force while on the job, and there are eligible children in addition to a spouse or registered domestic partner, the allowance may be increased to 100 percent. The beneficiary may elect to receive the Basic Death Benefit and the 1959 Survivor Benefit in place of the Special Death Benefit.

**18. DEFERRED COMPENSATION**

An IRC Section 457 deferred compensation plan is available to all Management employees as a supplemental retirement plan, with the City matching the employee's contribution on a dollar for dollar basis up to 3% of the employee's base pay.

**19. VEHICLE ALLOWANCE**

Executive Managers receive a \$500 per month vehicle allowance, unless modified by an employment agreement, in lieu of an assigned City vehicle for business and personal use pursuant to IRS regulations. Miles driven in excess of 50 miles round-trip will be paid at the current IRS set mileage rate. To receive a vehicle allowance, the employee must maintain a valid California Driver's license, maintain current registration and qualifying insurance (minimum limit of \$300,000 combined single limit personal liability) on the vehicle, and provide proof of that insurance to the City by December 16 of each year. Failure to provide proof of insurance will result in the vehicle allowance being suspended until the proof is provided. For more information, see the City's Business Travel Policy.

**20. CELLULAR TELEPHONE PROGRAM**

Executive Management employees will receive a \$50 per month cellular phone allowance for business and personal use pursuant to IRS regulations.

**21. COMPUTER LOAN PROGRAM**

The computer loan program is intended to encourage computer ownership in order to improve computer skills and organizational efficiency. The City will loan up to \$3,000 for a period of 24 months, interest free, for Executive Management employees to purchase a computer, software, and related devices for professional development and personal use.

**22. PROFESSIONAL DEVELOPMENT**

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college

degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associates, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or master's degree program is eligible for reimbursement.
- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

**23. SOCIAL SECURITY/MEDICARE**

The City of Clovis does not participate in Social Security, except as required for Medicare for employees hired after April 30, 1986.

**24. PUBLIC SAFETY FITNESS INCENTIVE**

In the interest of public safety, the City encourages its public safety managers to maintain a high state of health, wellness, and fitness. To that end, employees in police management classifications who participate in physical fitness testing and attain the necessary benchmarks will receive the same incentive provided to represented employees in the respective departments. (Note: The Fire Management Fitness Incentive was added into step one of the salary schedule for the Fire Chief on July 1, 2019.)

**25. PUBLIC SAFETY COMMAND STAFF EXTRAORDINARY INCIDENT STIPEND**

Each fiscal year, upon recommendation, the City Manager will have the discretion to authorize up to an additional 40 hours of paid compensation to the Police and Fire Chiefs who have worked extraordinary law enforcement or fire events or other major incidents which required significant additional time in excess of their regular work schedule and for which they have not otherwise received compensation for those hours worked.

**26. UNIFORMS**

Uniform allowance is provided to public safety Executive Management employees as follows:

Fire \$1500.00 per fiscal year, paid each pay period.

Police \$1200.00 per fiscal year, paid annually each January.



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: March 7, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-\_\_\_\_, Final Map Tract 6284, located in the southeast area of North Sunnyside Avenue and Teague Avenue (Woodside 06N, LP).

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

### CONFLICT OF INTEREST

None.

### 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 6284, and
2. Authorize the recording of the final map.

### EXECUTIVE SUMMARY

The owner, Woodside 06N, 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 southeast area of North Sunnyside Avenue and Teague Avenue. It contains approximately 32.04 acres and consists of 74 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: Tiffany Ljuba-Silguero, Engineer I

Reviewed by: City Manager   *AK*

**RESOLUTION 22-\_\_\_****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6284**

**WHEREAS**, a final map has been presented to the City Council of the City of Clovis for Tract 6284, 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 6284, consisting of four (4) 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 \$4,950,770.00.

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 \$4,951,000.00 for guaranteeing specific performance of said agreement and fifty percent (50%) of the remaining improvements or the sum of \$2,475,000.00 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 \$495,100.00 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 March 7, 2022, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

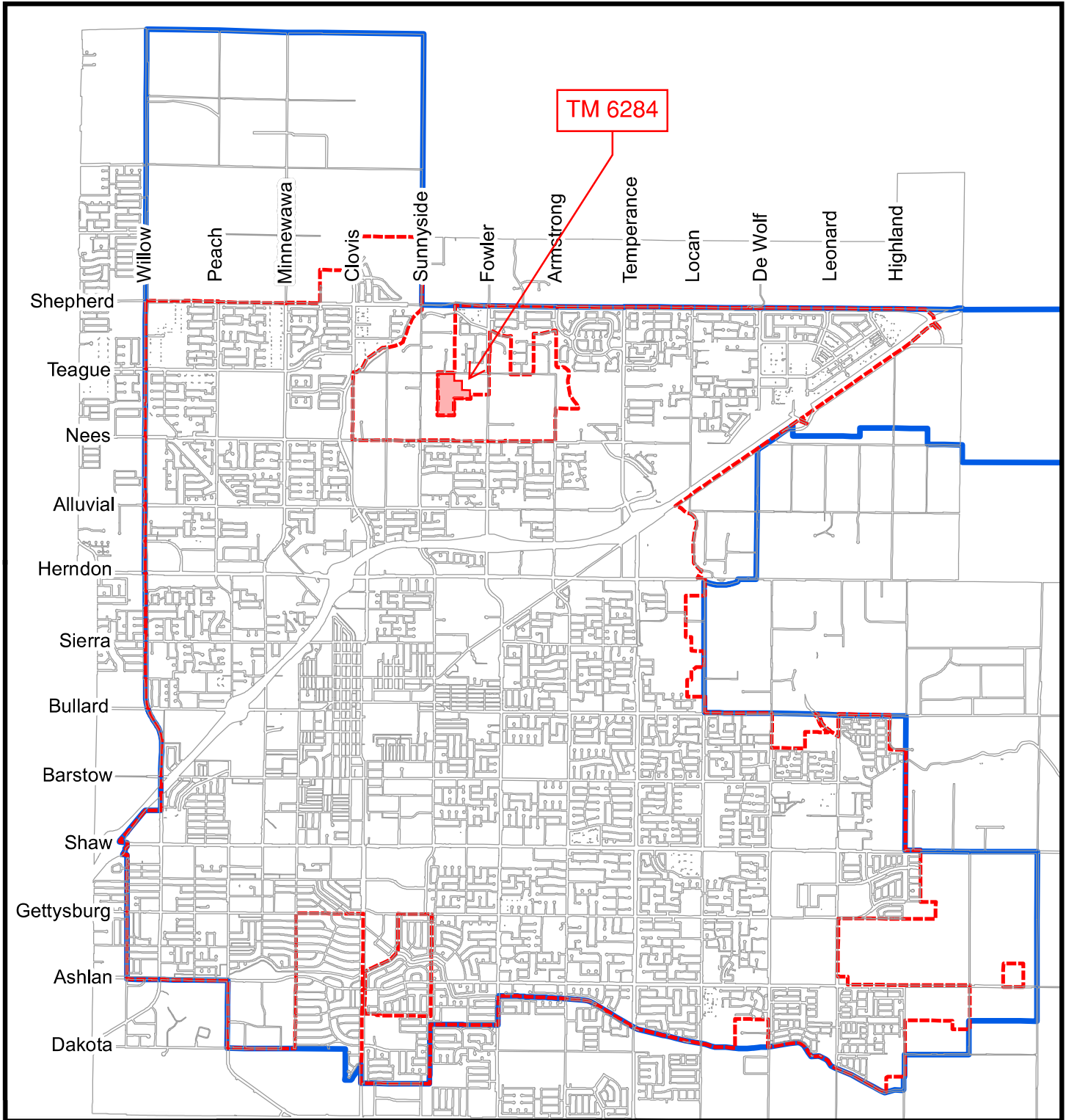
DATED:

\_\_\_\_\_  
Mayor

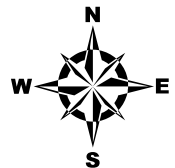
\_\_\_\_\_  
City Clerk

# VICINITY MAP

TM 6284 (Woodside 06N, LP)



## Attachment 2



March 7, 2022

CITY LIMITS
  SPHERE OF INFLUENCE

Tiffany Ljuba-Silguero

FINAL MAP OF  
**TRACT NO. 6284**  
 IN THE CITY OF CLOVIS, COUNTY OF FRESNO, CALIFORNIA  
 SURVEYED AND PLATTED IN JULY 2020  
 BY YAMABE & HORN ENGINEERING, INC.  
 CONSISTING OF 4 SHEETS, SHEET 1 OF 4

**OWNERS STATEMENT:**

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

WOODSIDE DBN, LP, A CALIFORNIA LIMITED PARTNERSHIP  
 BY: WDS GP, INC., A CALIFORNIA CORPORATION, ITS GENERAL PARTNER

BY: \_\_\_\_\_  
 MATT SMITH, AUTHORIZED SIGNER

**NOTARY ACKNOWLEDGMENTS:**

STATE OF CALIFORNIA }  
 COUNTY OF FRESNO } 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

ON \_\_\_\_\_, 2022 BEFORE ME \_\_\_\_\_, NOTARY PUBLIC,  
 PERSONALLY APPEARED MATT SMITH, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY  
 EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND  
 ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND THAT  
 BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH  
 THE PERSON 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.

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_  
 COMMISSION NUMBER: \_\_\_\_\_

**LEGAL DESCRIPTION:**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF FRESNO, CITY OF CLOVIS, DESCRIBED AS FOLLOWS:

PARCEL ONE:

THE EAST HALF OF LOTS 25 AND 26 OF THE MAP OF NEES COLONY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 2 OF RECORD OF SURVEYS AT PAGE 57, FRESNO COUNTY RECORDS.

TOGETHER WITH ALL THAT PORTION OF LOT 24 OF THE SAID MAP OF NEES COLONY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF SAID LOT 24; THENCE NORTH 89°22'55" WEST, 322.08 FEET ALONG THE SOUTH LINE OF THE SAID WEST HALF OF SAID LOT 24 TO THE SOUTHWEST CORNER OF THE SAID WEST HALF OF THE WEST HALF OF SAID LOT 24; THENCE NORTH 0°34'31" EAST, 405.53 FEET ALONG THE WEST LINE OF THE SAID WEST HALF OF THE WEST HALF OF SAID LOT 24; THENCE SOUTH 89°24'19" EAST, 322.08 FEET TO THE EAST LINE OF THE SAID WEST HALF OF SAID LOT 24; THENCE SOUTH 0°34'31" WEST, 405.66 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH ALL THAT PORTION OF PARCELS 1 AND 2 OF PARCEL MAP NO. 2903, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 19 OF PARCEL MAPS AT PAGE 33, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE SOUTH 0°34'31" WEST, 329.51 FEET ALONG THE EAST LINE OF SAID PARCEL 1 TO THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE NORTH 89°20'50" WEST, 657.77 FEET ALONG THE SOUTH LINE OF SAID PARCEL 1; THENCE NORTH 0°32'36" EAST, 329.38 FEET TO THE NORTH LINE OF SAID PARCEL 2; THENCE SOUTH 89°21'32" EAST, 657.96 FEET ALONG THE NORTH LINE OF SAID PARCEL 2 AND SAID PARCEL 1 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM 75% OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, BUT WITH NO RIGHT OF SURFACE ENTRY.

PARCEL TWO:

THE WEST 1/2 OF THE NORTH 1/2 OF LOT 23 OF NEES COLONY, IN THE UNINCORPORATED AREA, COUNTY OF FRESNO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 57 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS.

**THIS LAND IS SUBJECT TO THE FOLLOWING:**

1. AN EASEMENT OVER SAID LAND FOR WATER RIGHTS WITH INGRESS AND EGRESS, DRILLING, TRANSPORTING AND INCIDENTAL PURPOSES, AS RESERVED BY GEO S. CROYLE AND FLOY W. CROYLE, HUSBAND AND WIFE, IN DEED RECORDED JUNE 28, 1943, BOOK 2093 AT PAGE 478, OFFICIAL RECORDS FRESNO COUNTY. (NOT PLOTTABLE)
2. AN EASEMENT OVER SAID LAND FOR RIGHT OF WAY AND INCIDENTAL PURPOSES, AS LEASED, IN DEED RECORDED JUNE 1, 1944, BOOK 2244 AT PAGE 487, OFFICIAL RECORDS FRESNO COUNTY. (NOT PLOTTABLE)
3. AN EASEMENT OVER SAID LAND FOR RIGHT OF WAY AND INCIDENTAL PURPOSES, AS LEASED, IN DEED RECORDED JUNE 1, 1945, BOOK 2244 AT PAGE 487, OFFICIAL RECORDS FRESNO COUNTY. (NOT PLOTTABLE)
4. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "PARCEL MAP AGREEMENT (DEFERMENT OF CONSTRUCTION)" DATED FEBRUARY 6, 1976, RECORDED FEBRUARY 23, 1976 IN BOOK 6553 AT PAGE 939, OFFICIAL RECORDS FRESNO COUNTY. (NOT PLOTTABLE)
5. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE DOCUMENT ENTITLED "DRY CREEK PRESERVE ANNEXATION AGREEMENT" DATED JULY 5, 2005, DATED OCTOBER 9, 2018, RECORDED OCTOBER 25, 2018, AS INSTRUMENT NO. 2018-0130256, OFFICIAL RECORDS FRESNO COUNTY. (NOT PLOTTABLE)
6. NOTICE OF SPECIAL TAX LIEN (MELLO-ROOS), PURSUANT TO SECTIONS OF THE STREETS AND HIGHWAY CODE AND THE GOVERNMENT CODE, FOR COMMUNITY FACILITIES DISTRICT NO. 2020-01 EXECUTED BY THE DRY CREEK PRESERVE SEWER FACILITIES AND SERVICES ANNEXATION NO. 2, RECORDED NOVEMBER 2, 2020, AS DOCUMENT NO. 2020-0156648, OFFICIAL RECORDS FRESNO COUNTY. (NOT PLOTTABLE)
7. A SPECIAL TAX LIEN FOR CITY OF CLOVIS COMMUNITY FACILITIES DISTRICT NO. 2004-1 RECORDED FEBRUARY 19, 2021 AS DOCUMENT NO. 2021-0028508, OFFICIAL RECORDS FRESNO COUNTY.

**SURVEYOR'S STATEMENT**

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 WOODSIDE HOMES ON APRIL 26, 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR 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 THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.



DAVID C. HORN, PLS 8204 \_\_\_\_\_ DATE \_\_\_\_\_

**CITY ENGINEERS STATEMENT**

I MICHAEL J. HARRISON, CITY ENGINEER OF THE CITY OF CLOVIS HEREBY STATE THAT I HAVE CAREFULLY 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 OF ANY 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 \_\_\_\_\_ DATE \_\_\_\_\_  
 CITY ENGINEER

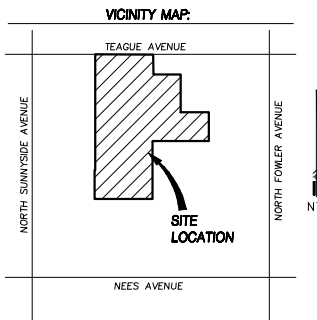
**CITY CLERK'S STATEMENT**

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF CLOVIS, BY RESOLUTION ADOPTED \_\_\_\_\_, 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 CONFORMANCE WITH THE TERMS OF THE OFFER OF DEDICATION, AND APPROVED THE ABANDONMENT OF THOSE PUBLIC STREETS AND/OR PUBLIC EASEMENTS AS SHOWN ON SHEET 2 ON THE MAP AND NOTED AS ABANDONED BY THE FILING OF THE MAP.

\_\_\_\_\_ DATED \_\_\_\_\_  
 KAREY CHA, CITY CLERK

**RECORDERS CERTIFICATE**

DOCUMENT NO. \_\_\_\_\_ FEE PAID \$ \_\_\_\_\_  
 FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AT \_\_\_\_\_, M.  
 IN VOLUME \_\_\_\_\_ OF PLATS, AT PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_, FRESNO COUNTY RECORDS,  
 AT THE REQUEST OF PLACER TITLE COMPANY  
 PAUL DICTOS, C.P.A., FRESNO COUNTY ASSESSOR-RECORDER  
 BY: \_\_\_\_\_ DEPUTY

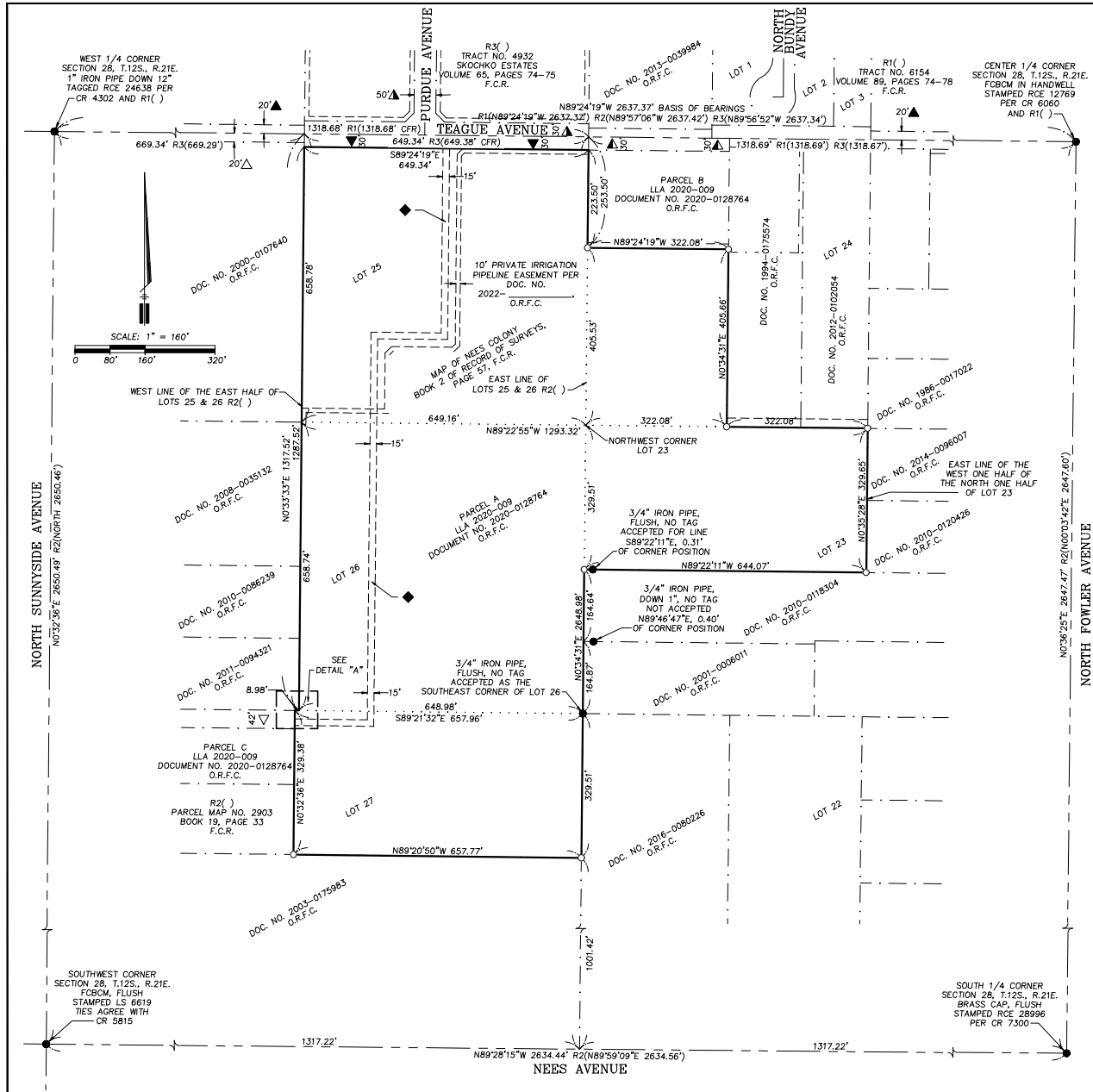
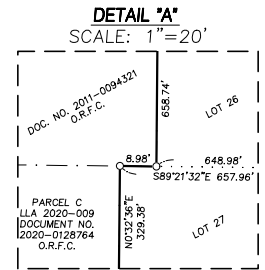


FINAL MAP OF  
**TRACT NO. 6284**  
 IN THE CITY OF CLOVIS, COUNTY OF FRESNO, CALIFORNIA  
 CONSISTING OF 4 SHEETS, SHEET 2 OF 4  
**BOUNDARY ANALYSIS**

- LEGEND:**
- MONUMENT FOUND & ACCEPTED AS NOTED UNLESS OTHERWISE NOTED
  - SET 3/4" x 30" IRON PIPE, TAGGED LS 8204 DOWN 6" UNLESS OTHERWISE NOTED
  - R1( ) RECORD DATA PER THE FINAL MAP OF PARCEL MAP NO. 6154 RECORDED IN VOLUME 89 OF PLATS AT PAGES 74-78, F.C.R.
  - R2( ) RECORD DATA PER PARCEL MAP NO. 2903 RECORDED IN BOOK 19 OF PARCEL MAPS AT PAGE 33, F.C.R.
  - R3( ) RECORD DATA PER THE FINAL MAP OF TRACT NO. 4943, SKOCHKO ESTATES RECORDED IN VOLUME 65 OF PLATS AT PAGES 74 AND 75, F.C.R.
  - ▲ PREVIOUSLY ACCEPTED FOR PUBLIC STREET PURPOSES PER MAP OF SHEPHERD & TEAGUE ALLUVIAL TRACT NO. 5 RECORDED IN BOOK 2 OF RECORD OF SURVEYS AT PAGE 77, F.C.R.
  - △ PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES PER MAP OF NEES COLONY RECORDED IN BOOK 2 OF RECORD OF SURVEYS AT PAGE 57, F.C.R.
  - ▲ PREVIOUSLY ACCEPTED FOR PUBLIC STREET PURPOSES PER TRACT NO. 4943 SKOCHKO ESTATES - R3( )
  - ▲ GRANTED IN FEE TO THE CITY OF CLOVIS FOR PUBLIC STREET AND UTILITY PURPOSES PER DOCUMENT NO. 2020-0160460, O.R.F.C.
  - ▼ GRANTED IN FEE TO THE CITY OF CLOVIS FOR PUBLIC STREET AND UTILITY PURPOSES PER DOCUMENT NO. 2020-0160459, O.R.F.C.
  - ▽ GRANTED IN FEE TO THE CITY OF CLOVIS FOR PUBLIC STREET AND UTILITY PURPOSES PER DOCUMENT NO. 2020-0160461, O.R.F.C.
  - CR CORNER RECORD ON FILE WITH THE FRESNO COUNTY SURVEYOR
  - O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
  - F.C.R. FRESNO COUNTY RECORDS
  - FCBOM FRESNO COUNTY BRASS CAP MOUNT
  - CFR CALCULATED FROM RECORD DATA
- LIMIT OF SUBDIVISION  
 - - - - - PROPERTY LINE / RIGHT OF WAY LINE  
 - - - - - SECTION LINE  
 - - - - - EASEMENT LINE  
 ..... EXTENSION OF LINE TO DIMENSION POINT SHOWN

**BASIS OF BEARINGS:**  
 THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN AS SHOWN ON THE FINAL MAP OF TRACT NO. 6154 RECORDED IN VOLUME 89 OF PLATS AT PAGES 74-48, F.C.R. TAKEN TO BE NORTH 89°24'19" WEST.

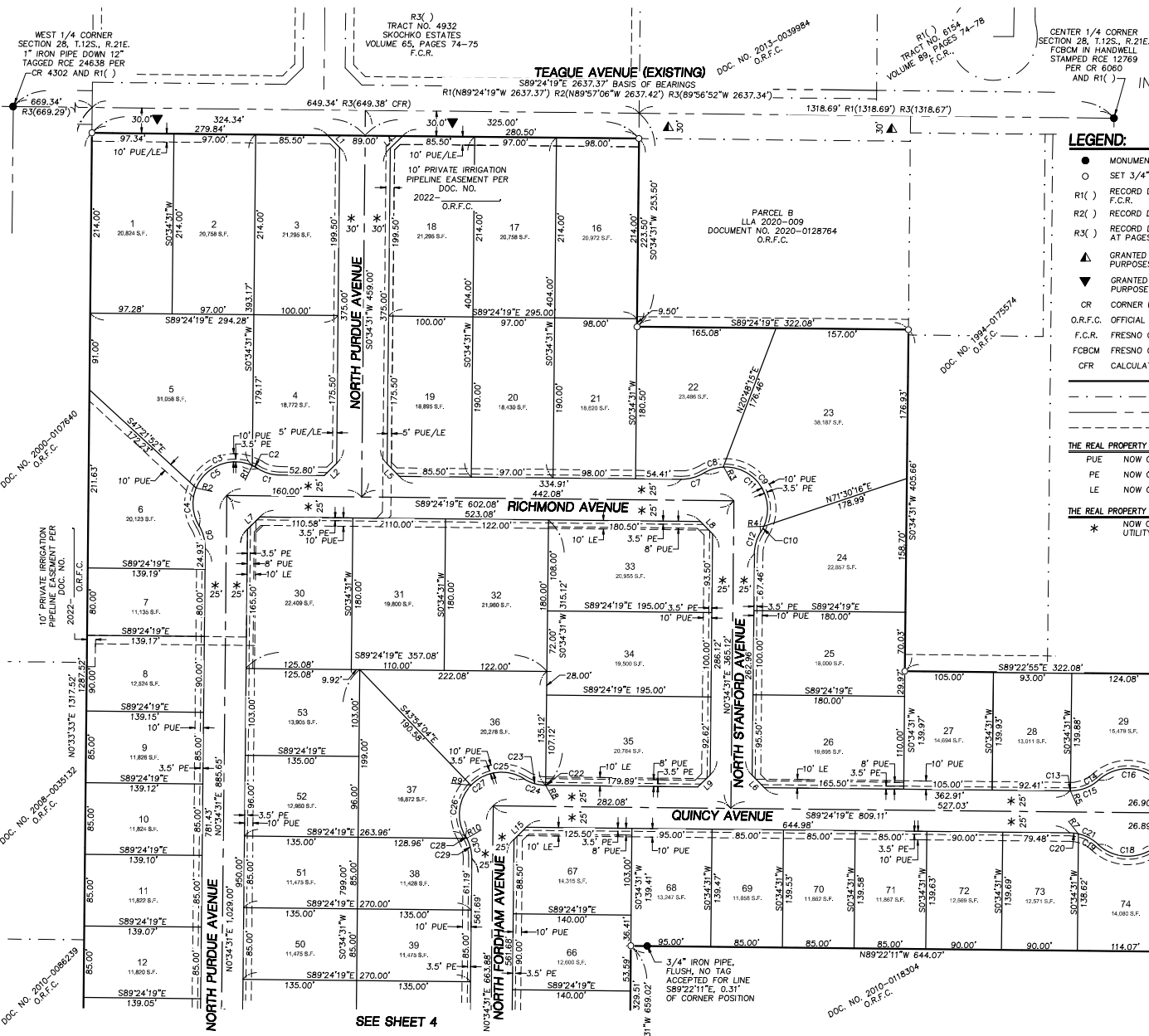
PURSUANT TO SECTION 66499.20.2 OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP CONSTITUTES THE ABANDONMENT OF THE FOLLOWING EASEMENTS LYING WITHIN THE LIMITS OF THIS SUBDIVISION:  
 ♦ PREVIOUSLY GRANTED EASEMENT FOR SEWER PURPOSES PER THE DEED RECORDED NOVEMBER 10, 2020 AS DOCUMENT NO. 2020-0160458 O.R.F.C.



**Yamabe & Horn Engineering, Inc.**  
 CIVIL ENGINEERS • LAND SURVEYORS  
 2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727  
 TEL (539) 244-3123 WEBSITE YAMABE.HORN.COM

# FINAL MAP OF TRACT NO. 6284

IN THE CITY OF CLOVIS, COUNTY OF FRESNO, CALIFORNIA  
CONSISTING OF 4 SHEETS, SHEET 3 OF 4



**LEGEND:**

- MONUMENT FOUND & ACCEPTED AS NOTED UNLESS OTHERWISE NOTED
- SET 3/4" X 30" IRON PIPE, TAGGED LS 8204 DOWN 6" UNLESS OTHERWISE NOTED
- R1( ) RECORD DATA PER THE FINAL MAP OF TRACT NO 6154 RECORDED IN VOLUME 89 OF PLATS AT PAGES 74-79, F.C.R.
- R2( ) RECORD DATA PER PARCEL MAP NO. 2903 RECORDED IN BOOK 19 OF PARCEL MAPS AT PAGE 33, F.C.R.
- R3( ) RECORD DATA PER THE FINAL MAP OF TRACT NO. 4943, SKOCHKO ESTATES RECORDED IN VOLUME 65 OF PLATS AT PAGES 74 AND 75, F.C.R.
- ▲ GRANTED IN FEE TO THE CITY OF CLOVIS FOR PUBLIC STREET AND UTILITY PURPOSES PER DOCUMENT NO. 2020-0160460, O.R.F.C.
- ▲ GRANTED IN FEE TO THE CITY OF CLOVIS FOR PUBLIC STREET AND UTILITY PURPOSES PER DOCUMENT NO. 2020-0160459, O.R.F.C.
- CR CORNER RECORD ON FILE WITH FRESNO COUNTY SURVEYOR
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- F.C.R. FRESNO COUNTY RECORDS
- FCBCM FRESNO COUNTY BRASS CAP MONUMENT
- CFR CALCULATED FROM RECORD DATA

--- LIMIT OF SUBDIVISION  
 - - - PROPERTY LINE / RIGHT OF WAY LINE  
 - - - SECTION LINE  
 - - - EASEMENT LINE

**THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:**

PUE NOW OFFERED FOR DEDICATION FOR PUBLIC UTILITY EASEMENT PURPOSES FOR PUBLIC USE  
 PE NOW OFFERED FOR DEDICATION FOR PEDESTRIAN EASEMENT PURPOSES FOR PUBLIC USE  
 LE NOW OFFERED FOR DEDICATION FOR LANDSCAPE EASEMENT PURPOSES FOR PUBLIC USE

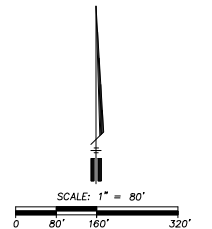
**THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:**

\* NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES FOR PUBLIC USE

- NOTES:**
- SET 3/4" X 30" LONG IRON PIPE DOWN 6" TAGGED LS 8204 AT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.
  - SEE SHEET 4 FOR COMPLETE LINE, CURVE & RADIAL TABLES.

**BASIS OF BEARINGS:**

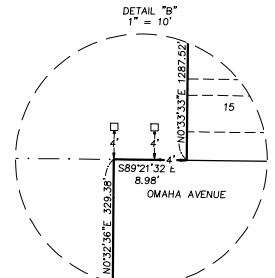
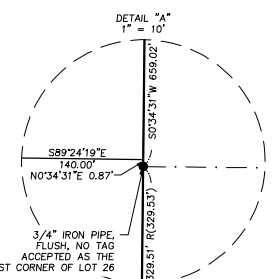
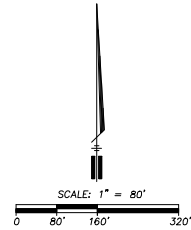
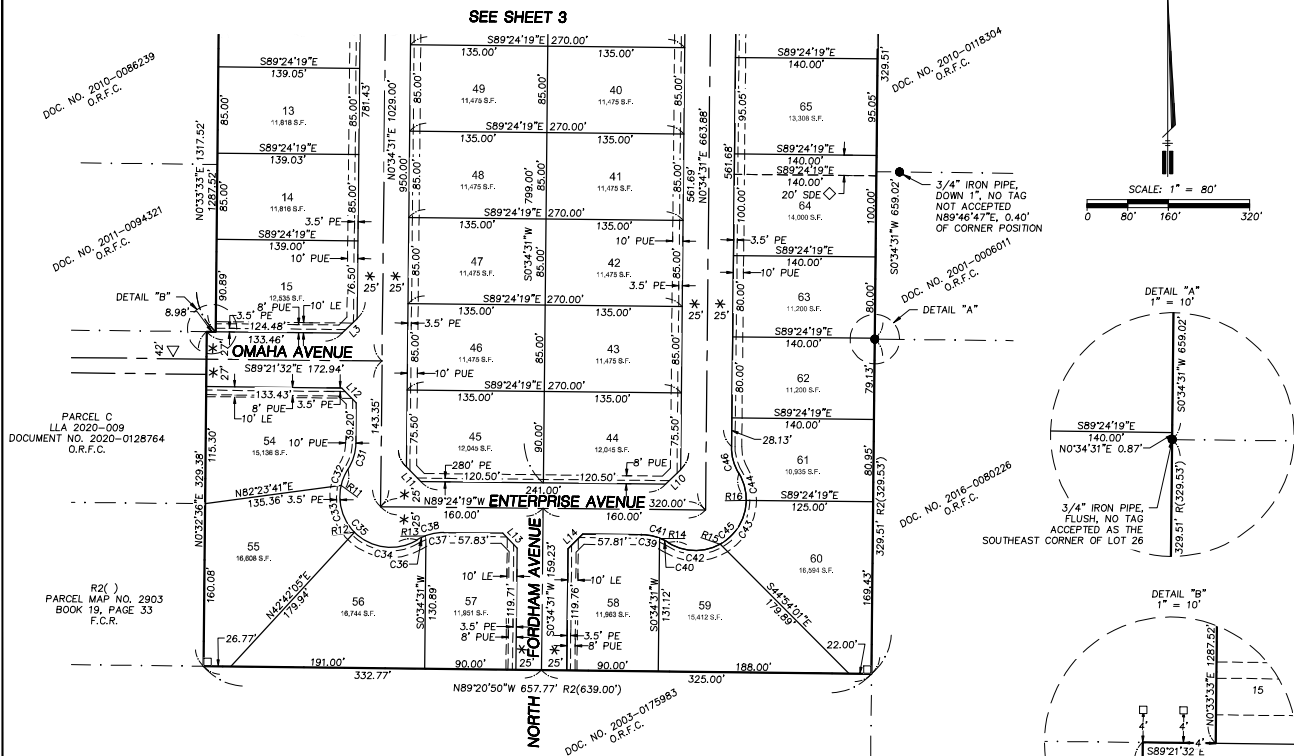
THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT Diablo BASE AND MERIDIAN AS SHOWN ON THE FINAL MAP OF TRACT NO. 6154 RECORDED IN VOLUME 89 OF PLATS AT PAGES 74-78, F.C.R. TAKEN TO BE NORTH 89°24'19" WEST



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SEE SHEET 4

FINAL MAP OF  
**TRACT NO. 6284**  
 IN THE CITY OF CLOVIS, COUNTY OF FRESNO, CALIFORNIA  
 CONSISTING OF 4 SHEETS, SHEET 4 OF 4



**LEGEND:**

- MONUMENT FOUND & ACCEPTED AS NOTED UNLESS OTHERWISE NOTED
- SET 3/4" X 30" IRON PIPE, TAGGED LS 8204 DOWN 6" UNLESS OTHERWISE NOTED
- SET 3/4" X 30" IRON PIPE, TAGGED LS 8204 DOWN 6" AS WITNESS CORNER ON LOT LINE 4.00' FROM PROPERTY CORNER OR 4.00' X 4.00' OFFSET FROM PROPERTY LINES AS INDICATED.
- R2 ( ) RECORD DATA PER PARCEL MAP NO. 2903 RECORDED IN BOOK 19 OF PARCEL MAPS AT PAGE 33, F.C.R.
- ▽ GRANTED IN FEE TO THE CITY OF CLOVIS FOR PUBLIC STREET AND UTILITY PURPOSES PER DOCUMENT NO. 2020-0160461, O.R.F.C.
- ◇ A 20" STORM PIPE EASEMENT RECORDED AS DOCUMENT NO. 2022-\_\_\_\_\_, O.R.F.C.
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- F.C.R. FRESNO COUNTY RECORDS
- PE PEDESTRIAN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- LIMIT OF SUBDIVISION
- - - PROPERTY LINE / RIGHT OF WAY LINE
- - - EASEMENT LINE

**THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:**

- PUE NOW OFFERED FOR DEDICATION FOR PUBLIC UTILITY EASEMENT PURPOSES FOR PUBLIC USE
- PE NOW OFFERED FOR DEDICATION FOR PEDESTRIAN EASEMENT PURPOSES FOR PUBLIC USE
- LE NOW OFFERED FOR DEDICATION FOR LANDSCAPE EASEMENT PURPOSES FOR PUBLIC USE
- SDE NOW OFFERED FOR DEDICATION FOR STORM DRAIN EASEMENT PURPOSES TO FMFD

**THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:**

- \* NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY PURPOSES FOR PUBLIC USE

**NOTES:**

1. SET 3/4" X 30" LONG IRON PIPE DOWN 6" TAGGED LS 8204 AT ALL LOT CORNERS, ANGLE POINTS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED.

**BASIS OF BEARINGS:**

THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN AS SHOWN ON THE FINAL MAP OF TRACT NO. 6154 RECORDED IN VOLUME 89 OF PLATS AT PAGES 74-78, F.C.R. TAKEN TO BE NORTH 89°24'19" WEST

LINE	BEARING	DISTANCE
L1	S44°24'54"E	20.51'
L2	S45°35'06"W	20.50'
L3	S45°36'30"W	20.49'
L4	N45°35'06"E	20.50'
L5	N44°24'54"W	20.51'
L6	N44°24'54"W	20.51'
L7	N45°35'06"E	20.50'
L8	S44°24'54"E	20.51'
L9	S45°35'06"W	20.50'
L10	S45°35'06"W	20.50'
L11	N44°24'54"W	20.51'
L12	S44°23'30"E	20.52'
L13	S44°24'54"E	20.51'
L14	N45°35'06"E	20.50'
L15	N45°35'06"E	20.50'

CURVE	RADIUS	DELTA	LENGTH
C1	50.00'	31°47'58"	27.75'
C2	50.00'	81°3'47"	7.18'
C3	50.00'	91°38'57"	79.98'
C4	50.00'	53°4'30.3"	46.88'
C5	50.00'	153°35'47"	134.04'
C6	50.00'	31°47'58"	27.75'
C7	50.00'	31°47'18"	27.74'
C8	50.00'	28°18'41"	24.71'
C9	50.00'	117°01'07"	102.12'
C10	50.00'	81°3'37"	7.18'
C11	50.00'	153°33'25"	134.01'
C12	50.00'	31°47'18"	27.74'
C13	50.00'	0°40'35"	0.59'
C14	50.00'	41°59'38"	36.65'
C15	50.00'	42°40'13"	37.24'
C16	52.00'	85°20'18"	77.45'

CURVE	RADIUS	DELTA	LENGTH
C17	50.00'	26°51'02"	23.43'
C18	52.00'	85°20'00"	77.45'
C19	50.00'	30°31'06"	26.63'
C20	50.00'	12°08'49"	10.60'
C21	50.00'	42°39'55"	37.23'
C22	50.00'	0°41'56"	0.61'
C23	50.00'	31°05'22"	27.13'
C24	50.00'	31°47'18"	27.74'
C25	50.00'	78°39'24"	68.64'
C26	50.00'	74°56'23"	65.40'
C27	50.00'	153°35'47"	134.04'
C28	50.00'	3°20'34"	2.92'
C29	50.00'	28°26'44"	24.82'
C30	50.00'	31°47'18"	27.74'
C31	50.00'	31°47'18"	27.74'
C32	50.00'	19°39'35"	17.16'

CURVE	RADIUS	DELTA	LENGTH
C33	50.00'	57°13'12"	49.93'
C34	50.00'	76°40'39"	66.91'
C35	50.00'	153°33'26"	134.00'
C36	50.00'	11°05'56"	9.69'
C37	50.00'	20°41'22"	18.05'
C38	50.00'	31°47'18"	27.74'
C39	50.00'	20°43'17"	18.08'
C40	50.00'	11°04'01"	9.66'
C41	50.00'	31°47'18"	27.74'
C42	50.00'	61°28'10"	53.64'
C43	50.00'	60°10'37"	52.51'
C44	50.00'	31°56'59"	27.88'
C45	50.00'	153°35'46"	134.03'
C46	50.00'	31°47'18"	27.74'
C47	50.00'	26°50'47"	23.43'

RADIAL	BEARING
R1	N24°09'12"E
R2	N67°29'44"W
R3	N2°52'55"W
R4	S65°51'48"E
R5	S0°45'55"E
R6	S16°24'58"W
R7	N12°44'31"E
R8	S17°38'38"W
R9	N46°16'24"W
R10	N62°07'49"E
R11	N77°17'46"W
R12	S45°29'03"W
R13	S20°05'41"E
R14	N21°18'59"E
R15	S29°05'11"E
R16	S89°15'48"E
R17	N15°13'21"W

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# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: March 7, 2022

SUBJECT: Planning and Development Services - Approval – Res. 22-\_\_\_\_, Annexation of Proposed Tract 6284, located in the southeast area of North Sunnyside Avenue and Teague Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (Woodside 06N, LP).

ATTACHMENTS: 1. Res. 22-\_\_\_\_

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

For the City Council to approve Res. 22-\_\_\_\_, which will annex proposed Tract 6284, located at the southeast area of North Sunnyside Avenue and Teague Avenue to the Landscape Maintenance District (LMD) No. 1 of the City of Clovis.

### **EXECUTIVE SUMMARY**

The owner, Woodside 06N, 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 6284.

### **BACKGROUND**

Woodside 06N, LP, the developer of Tract 6284, 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 6284</u>	<u>Year to Date</u>
LMD Landscaping added:	0.541 acres	7.869 acres
Resource needs added:	0.054 persons	0.786 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 6284 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: Tiffany Ljuba-Silguero, Engineer I

Reviewed by: City Manager AA

**RESOLUTION 22-\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS, 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. 6284, 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 March 7, 2022, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
  
DATED:

\_\_\_\_\_  
Mayor

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

## **ATTACHMENT "A"**

### **Legal Description**

Lots 1 through 74, inclusive, of Tract Map 6284 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: March 7, 2022

SUBJECT: Planning and Development Services – Approval – Reduction of Performance and Payment Securities for Final Map for Tract 5789A, located on the northwest area Peach Avenue and West Stuart Avenue (Peach Avenue LP – Gary Mason).

ATTACHMENTS: 1. Vicinity Map  
2. Copy of Final Map

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

For the City Council to:

1. Authorize the immediate reduction of the Performance Security from \$736,000.00 to \$186,000.00, said reduced amount being 125% of the estimated value of the improvements remaining to be completed.
2. Authorize the reduction of the Labor and Materials Security from \$368,000.00 to \$93,000.00, said reduced amount being 75% of the estimated value of the improvements remaining to be completed.

### EXECUTIVE SUMMARY

The developer, Peach Avenue LP – Gary Mason, has requested a bond reduction of the Performance Security and the Labor and Materials Security for Tract 5789A. The amount of the reduction is equal to the cost associated with the public improvements that have been constructed or installed to date, in accordance with the approved plans and specifications. These improvements, public and private, are generally Lots 1 through 9 of the project and their associated frontage improvements. The work within Lots 10 and 11, as well as their frontages, have not been completed to date.

When all work is completed, the project will be submitted to the Council for acceptance. This request for a bond reduction complies with the Policy and Procedures for Partial Acceptance of

Subdivision Public Improvements and Bond Reductions approved by the Council on December 3, 2007.

City Inspection staff, including those of the various affected departments, has certified that all the public improvements to be removed from the security have been constructed or installed in accordance with the approved plans, specifications, and standards, and to the satisfaction of the City Engineer. Although these items have been removed from the bonds, the developer will still maintain these improvements.

**FISCAL IMPACT**

None.

**REASON FOR RECOMMENDATION**

All the public improvements to be removed from the security have been constructed or installed in accordance with the approved plans, specifications, and standards, and to the satisfaction of the City Engineer. This request for a bond reduction complies with the Policy and Procedures for Partial Acceptance of Subdivision Public Improvements and Bond Reductions approved by the Council on December 3, 2007.

**ACTIONS FOLLOWING APPROVAL**

Work with the developer and developer's sureties to reduce the Performance and the Labor and Materials security.

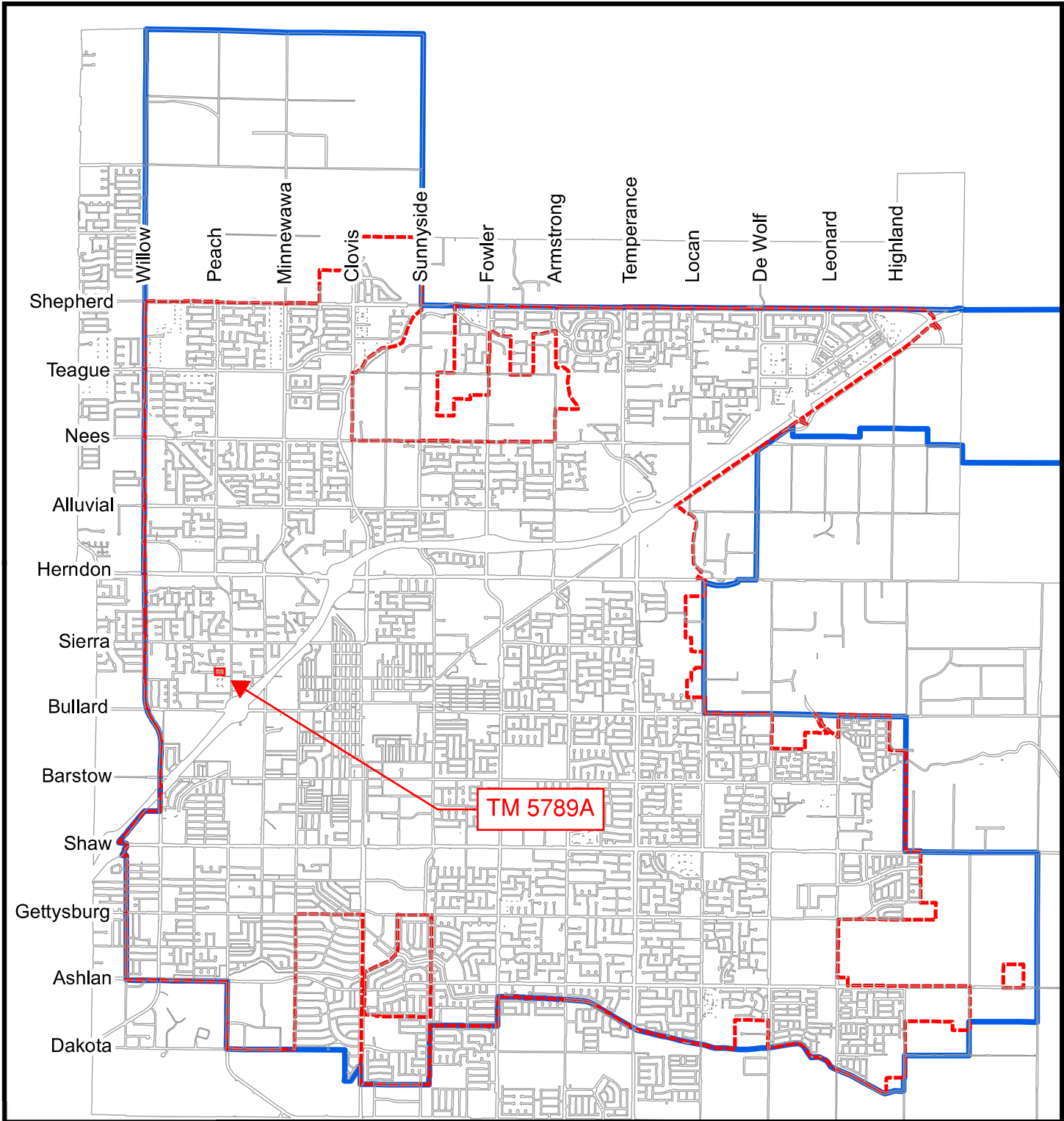
Prepared by: Gene G. Abella, Civil Engineer

Reviewed by: City Manager AA

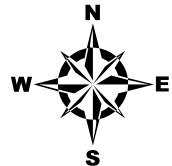


# VICINITY MAP

TM 5789A (Peach Avenue LP - Gary Mason)



## ATTACHMENT 1



**OWNER'S STATEMENT**

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

BY: [Signature]  
DAVID M. HAILPERN, A SINGLE MAN

SUBDIVISION MAP OF  
**TRACT NO. 5789A**  
IN THE CITY OF CLOVIS, FRESNO COUNTY, CALIFORNIA  
SURVEYED AND PLATTED IN APRIL 2018 BY HARBOUR & ASSOCIATES  
CONSISTING OF 2 SHEETS  
SHEET 1 OF 2

**LEGAL DESCRIPTION**

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

PARCEL 1:

THE SOUTH 100 FEET OF THE EAST 355 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 21 EAST, M.D.B.&M., ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS. APPROVED BY THE SURVEYOR GENERAL ON JULY 15, 1854.

EXCEPTING THEREFROM THAT PORTION OF SAID SOUTH 100 FEET, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTH 100 FEET; THENCE NORTH 89°10'06" WEST, ALONG THE NORTH LINE OF SAID SOUTH 100 FEET, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°10'06" WEST, CONTINUING ALONG THE NORTH LINE OF SAID SOUTH 100 FEET, A DISTANCE OF 190.03 FEET; THENCE SOUTH 00°49'54" WEST, A DISTANCE OF 92.00 FEET TO A POINT BEING 6.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH 100 FEET; THENCE SOUTH 89°10'06" EAST, PARALLEL WITH AND 8.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH 100 FEET, A DISTANCE OF 179.60 FEET; THENCE NORTH 45°24'57" EAST, A DISTANCE OF 16.52 FEET TO A POINT BEING 30.00 FEET WEST OF THE EAST LINE OF SAID SOUTH 100 FEET; THENCE NORTH 00°00'00" EAST, PARALLEL WITH AND 30.00 FEET WEST OF THE EAST LINE OF SAID SOUTH 100 FEET, A DISTANCE OF 80.24 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 21 EAST, M.D.B.&M., ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLATS, APPROVED BY THE SURVEYOR GENERAL JULY 15, 1854.

EXCEPTING THEREFROM THE EAST 355 FEET THEREOF.

**THIS LAND IS SUBJECT TO THE FOLLOWING:**

1. SAID LAND LIES WITHIN THE BOUNDARIES OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT AND MAY BE SUBJECT TO ASSESSMENT FOR DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES, AS DISCLOSED BY INSTRUMENT ENTITLED "FMFCD RESOLUTION NO. 1816," RECORDED JULY 31, 1995 AS DOCUMENT NUMBER 95092128, O.R.F.C.
2. THE EFFECT OF MATTERS CONTAINED IN A CERTAIN DOCUMENT ENTITLED "STIPULATION FOR ENTRY OF JUDGEMENT" RECORDED JUNE 21, 1982 AS DOCUMENT NUMBER 51759, O.R.F.C.
3. THE EFFECT OF MATTERS CONTAINED IN A CERTAIN DOCUMENT ENTITLED "RESOLUTION No. 07-115 (WEED AND RUBBISH ABATEMENT)" DATED SEPTEMBER 4, 2007, EXECUTED BY THE CITY OF CLOVIS, RECORDED SEPTEMBER 11, 2007 AS DOCUMENT NUMBER 2007-0169198, O.R.F.C.
4. AN EASEMENT FOR THE PURPOSE OF POLES, WIRES AND FIXTURES, AND INCIDENTAL PURPOSES RECORDED IN BOOK 305, PAGE 496, OF DEEDS. THE EXACT LOCATION IS NOT DISCLOSED OF RECORD.



**SURVEYOR'S 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 DAVID M. HAILPERN, ON APRIL 1, 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR 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.

BY: [Signature] 4-30-19  
GARY J. DIXON, L.S. 5277 DATE



**CITY ENGINEER'S 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 OF ANY 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.

BY: [Signature] 5/17/19  
MICHAEL J. HARRISON, P.L.S. 8088 DATE  
CITY ENGINEER

**FRESNO IRRIGATION DISTRICT, AS EASEMENT HOLDER**

A SEPARATE CONSENT TO FINAL MAP PURSUANT TO GOVERNMENT CODE SECTION 66435.1 FOR TRACT NO. 5789A HAS BEEN EXECUTED BY THE FRESNO IRRIGATION DISTRICT, AS RECORDED June 6, 2019, DOCUMENT NO. 2019-0058899, FRESNO COUNTY RECORDS.

**NOTARY ACKNOWLEDGEMENTS**

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 May 3, 2019, BEFORE ME Melanie Ing-Yee Pak, NOTARY PUBLIC, PERSONALLY APPEARED DAVID M. HAILPERN, 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/HEY 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.

NAME Melanie Ing-Yee Pak SIGNATURE [Signature]  
MY COMMISSION EXPIRES 03/16/2022 COUNTY OF Fresno  
COMMISSION NUMBER 2250267

**ATTACHMENT 2**

**CITY CLERK'S STATEMENT**

I, JOHN HOLT, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF CLOVIS, BY RESOLUTION ADOPTED May 13, 2019, 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.

DATE 5-16-2019 [Signature]  
JOHN HOLT, CITY CLERK

**RECORDER'S CERTIFICATE**

DOCUMENT NO. 2019-0058900 FEE PAID \$ 85.00  
FILED THIS 6<sup>th</sup> DAY OF June, 2019, AT 8:00 AM, IN VOLUME 88 OF PLATS, AT PAGE(S) 24 & 25, FRESNO COUNTY RECORDS, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

PAUL A. DICTOS, CPA  
FRESNO COUNTY ASSESSOR-RECORDER  
BY: [Signature]  
DEPUTY

**Harbour & Associates**  
Civil Engineers  
389 Clovis Avenue, Suite 300 • Clovis, California 93612  
(559) 325-7676 • Fax (559) 325-7699

# TRACT NO. 5789A

IN THE CITY OF CLOVIS FRESNO COUNTY, CALIFORNIA  
 SURVEYED AND PLATTED IN APRIL, 2018 BY HARBOUR  
 AND ASSOCIATES, CONSISTING OF 2 SHEETS  
 SHEET 2 OF 2

### LEGEND

- ◆ FOUND SECTION CORNER AS NOTED.
- FOUND AND ACCEPTED MONUMENT AS NOTED.
- INDICATES SET 3/4" X 30" IRON PIPE, DOWN 0.5', TAGGED LS 5277, 0' FROM PROPERTY CORNER, ON PROPERTY LINE, UNLESS OTHERWISE NOTED.
- || INDICATES RECORD DATA PER TRACT No. 3299 CHAIL MEADOWS RECORDED IN VOLUME 38 OF PLATS AT PAGE 14, F.C.R.
- ( ) INDICATES RECORD DATA PER TRACT No. 3565 SIERRA SUN PARK RECORDED IN VOLUME 41 OF PLATS AT PAGES 18 & 19, F.C.R.
- [ ] INDICATES RECORD DATA PER TRACT No. 3666 "SIERRA ESTATES" RECORDED IN VOLUME 45 OF PLATS AT PAGES 79, 77 & 78, F.C.R.
- ( ( ) INDICATES RECORD DATA PER TRACT No. 4065 SANDALWOOD HOMES No. 13 RECORDED IN VOLUME 49 OF PLATS AT PAGE 95, F.C.R., OR CALCULATED THEREFROM.
- < > INDICATES RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK 24 OF RECORD OF SURVEYS AT PAGE 98, F.C.R.
- << >> INDICATES RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK 28 OF RECORD OF SURVEYS AT PAGE 76, F.C.R.
- ||| INDICATES RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK 30 OF RECORD OF SURVEYS AT PAGE 25, F.C.R.
- ||| INDICATES RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK 30 OF RECORD OF SURVEYS AT PAGE 97, F.C.R., OR CALCULATED THEREFROM.
- ( ( ) INDICATES RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK 45 OF RECORD OF SURVEYS AT PAGES 37 THROUGH 49, F.C.R.
- INDICATES LOT PER TRACT No. 3668 SIERRA SUN PARK RECORDED IN VOLUME 41 OF PLATS AT PAGES 18 & 19, F.C.R.
- INDICATES LOT PER TRACT No. 4065 SANDALWOOD HOMES No. 13 RECORDED IN VOLUME 49 OF PLATS AT PAGE 95, F.C.R.
- ▨ INDICATES STORM DRAIN EASEMENT RECORDED FEBRUARY 15, 2019 AS DOCUMENT No. 2019-0015868, O.R.F.C.
- ▨ INDICATES IRRIGATION EASEMENT RECORDED OCTOBER 22, 2018 AS DOCUMENT No. 2018-0120153, O.R.F.C.
- ▨ INDICATES PIPELINE EASEMENT PER GRANT OF EASEMENT AND RIGHT OF WAY RECORDED FEBRUARY 7, 1994 AS DOCUMENT No. 94020575, O.R.F.C.
- ▨ INDICATES PRIVATE IRRIGATION PIPELINE EASEMENT.
- F.C.R. FRESNO COUNTY RECORDS.
- O.R.F.C. OFFICIAL RECORDS OF FRESNO COUNTY.
- THE BLUE BORDER INDICATES THE LIMITS OF THIS SUBDIVISION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

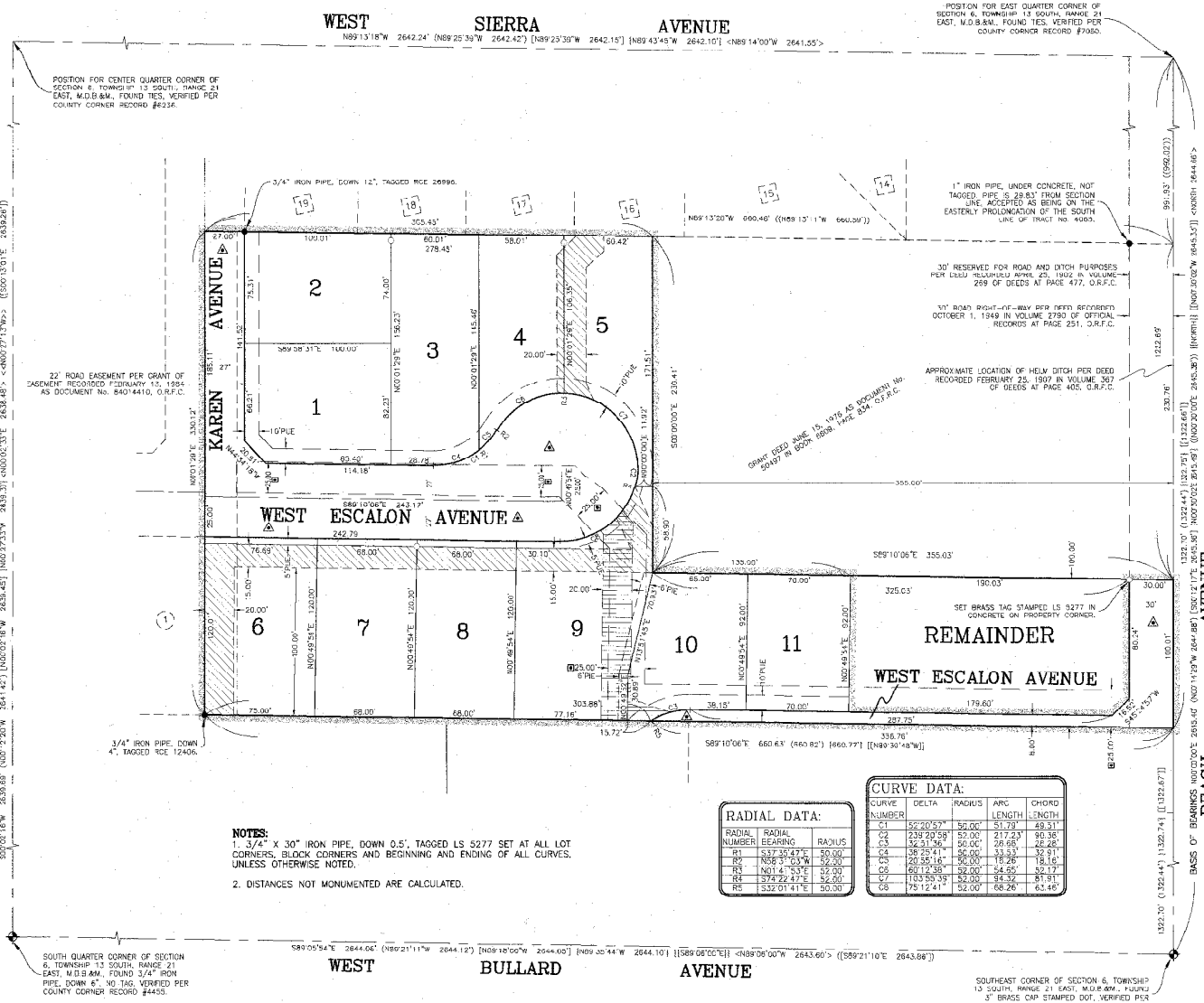
PIPE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

▲ PUBLIC STREET AND UTILITY PURPOSES.

### BASIS OF BEARINGS:

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 13 SOUTH, RANGE 21 EAST, M.D.B.A.M., WAS TAKEN TO BE NORTH 0°00'00" EAST, AS SHOWN ON THE MAP OF TRACT No. 4065 KILCURLU IN VOLUME 49 OF PLATS AT PAGE 95, F.C.R.

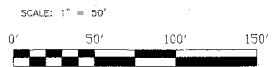


**RADIAL DATA:**

RADIAL NUMBER	RADIAL BEARING	RADIUS
R1	S37°35'47"E	50.00'
R2	N38°35'03"W	52.00'
R3	N01°41'53"E	52.00'
R4	S37°22'47"E	52.00'
R5	S32°01'41"E	50.00'

**CURVE DATA:**

CURVE NUMBER	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH
C1	52°20'57"	50.00'	51.79'	49.31'
C2	239°29'59"	50.00'	217.23'	80.38'
C3	36°31'56"	50.00'	29.68'	42.28'
C4	38°25'41"	50.00'	33.93'	32.91'
C5	20°38'18"	50.00'	19.28'	18.16'
C6	69°12'38"	50.00'	54.25'	52.17'
C7	103°55'59"	50.00'	64.32'	61.51'
C8	75°12'41"	50.00'	68.26'	61.46'



**Harbour & Associates**  
 Civil Engineers  
 309 CLOVIS AVENUE # 300 • Clovis, California 93612  
 (559) 325-7676 • Fax (559) 325-7899 • e-mail h&a@harbour.com



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning & Development Services

DATE: March 7, 2022

SUBJECT: Planning & Development Services – Approval – Authorize the City Manager to approve placement of a full time City Surveyor at Step 4 of the salary range.

ATTACHMENTS: None

### **CONFLICT OF INTEREST**

None.

### **RECOMMENDATION**

For the City Council to authorize the City Manager to approve the placement of a candidate on the active eligible list for full time City Surveyor at Step 4 of the salary range.

### **EXECUTIVE SUMMARY**

Planning & Development Services Department has selected a preferred candidate to fill a vacant full-time City Surveyor position. The candidate is currently serving as a Professional Land Surveyor with a local municipality for the past 11 years. The candidate is currently at the highest step for their position at their current place of employment. Bringing the candidate on at Step 4 will still result in a slight pay decrease. Initial appointment above Step 3 of the salary range requires Council authorization.

### **BACKGROUND**

A recruitment process was conducted so that the Department would be able to fill the vacancy for the new City Surveyor position. The Department needs to recruit a City Surveyor as part of succession planning for the Licensed Surveyor role required for the operation. This position is significant for the continued operation of the Department and has a high degree of qualifications. Due to the limited availability of candidates in this role, this position is very difficult to recruit. The Department has selected a candidate from the eligibility list and would like to start the employee at Step 4 of the City Surveyor salary range. The candidate is currently employed as a Professional Land Surveyor with a local municipality for the past for 11 years where they are at the highest step of the salary range for their position. Accepting this position at Step 4 will still result in a slight pay decrease for the candidate.

**FISCAL IMPACT**

The position is currently budgeted at a level sufficient to fund this request.

**REASON FOR RECOMMENDATION**

Pursuant to Clovis Municipal Code and Personnel Regulations, the City Council must authorize the City Manager to make personnel appointments in the competitive service at salary levels beyond Step 3 of the salary range. The recommended candidate is highly qualified and would be a significant asset to the City's workforce.

**ACTIONS FOLLOWING APPROVAL**

A personnel action form will be submitted to Personnel and the City Manager for approval.

Prepared by: Ryan Nelson, PDS Administrative Manager

Reviewed by: City Manager AH



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: March 7, 2022

SUBJECT: Public Utilities - Approval – Res. 22-\_\_\_\_, A Resolution Initiating Proceedings for the Annual Levy of Assessments for Landscape Maintenance District No. 1.

ATTACHMENTS: 1. Resolution

### **CONFLICT OF INTEREST**

None

### **RECOMMENDATION**

For the City Council to approve Resolution No. 22-\_\_\_\_, which will initiate proceedings for the annual levy of assessments for Landscape Maintenance District No. 1.

### **EXECUTIVE SUMMARY**

This resolution is to initiate proceedings for the annual levy of assessments for the Landscape Maintenance District (LMD) No. 1 as required by the Landscape and Lighting Act of 1972. The assessments are necessary to fund the operations and maintenance of the benefit areas within the LMD. The Engineer's Report detailing the assessments will be compiled by the City's Consultant, Francisco and Associates, Inc. Upon City Council approval of the Engineer's Report on June 6, 2022, the assessments will be sent to Fresno County to be included in the property tax rolls.

### **BACKGROUND**

On July 15, 1985, Council adopted Resolution No. 85-78 forming the City of Clovis Landscape Maintenance District No. 1. The purpose of the District is to fund the operation and maintenance of landscaped areas and interior parks benefiting development throughout the City.

The yearly assessments established for all properties within the District provide funding for the City's cost for operation, maintenance, related services, and incidental expenses. The required operation and maintenance includes mowing, edging, fertilizing, weed control, irrigation system, pruning, plant replacement, lighting, and a depreciation fund to periodically replace landscape and park structures and associated equipment.



The Landscape and Lighting Act of 1972 (Section 22622) requires that a resolution be adopted which generally describes new improvements or substantial changes to existing improvements and orders that a report be prepared and filed regarding the assessment district. A listing of new improvements or substantial changes to the existing improvements is attached to the resolution as Exhibit "1". Adoption of this resolution satisfies the requirement.

The final step in the process is to notify the Fresno County Auditor-Controller of the approved assessments so that they may be included on the property tax rolls. The tentative schedule for notification to the County is June 28, 2022.

**FISCAL IMPACT**

None

**REASON FOR RECOMMENDATION**

This resolution is required by the Landscaping and Lighting Act of 1972 in order to levy assessments to fund the cost of operations and maintenance for benefit areas within LMD No. 1.

**ACTIONS FOLLOWING APPROVAL**

1. The Engineer's Report will be prepared.
2. Staff will present the final assessment costs for consideration by the City Council at the public hearing.

Prepared by: Eric Aller, Parks Manager

Reviewed by: City Manager AA

**RESOLUTION 22-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 OF THE CITY OF CLOVIS**

**APPROVING** by the Council of the City of Clovis, County of Fresno, California, that:

**WHEREAS**, the Council has approved six (6) annexations with new improvements to the Landscape Maintenance District No. 1 of the City of Clovis (herein LMD No. 1) since the Engineer’s Report dated June 7, 2021; and

**WHEREAS**, proceedings for the annual assessments for LMD No. 1 for the fiscal year 2022-23 need to be initiated.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis is hereby found, determined, and ordered as follows:

1. The Council proposes to undertake proceedings for the levy of the annual assessments for LMD No. 1 under part 2 of Division 15 of the Streets and Highways Code of the State of California (Section 22500 et seq.) generally known as the Landscaping and Lighting Act of 1972 (herein the “Act”).
2. The new improvements being added by the above referred annexations to the existing maintained improvements are set forth in Attachment A attached hereto and by reference incorporated herein.
3. The Public Utilities Director shall have a report prepared and filed in accordance with Article 4 (commencing with Section 22565) of the Act.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 7, 2022, by the following vote, to wit.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED:

\_\_\_\_\_  
Mayor

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

**Attachment A**

THE NEW IMPROVEMENTS FOR THE LANDSCAPE MAINTENANCE  
DISTRICT NO. 1 ARE DESCRIBED AS FOLLOWS:

The proposed landscaping, irrigation, and lighting systems as described in the covenants appropriate to each of the following properties and other tracts to be annexed to the LMD prior to June 30, 2022.

Tract 6123  
Tract 6268  
Tract 6304  
Tract 6329  
Tract 6301  
Tract 6348



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: March 7, 2022

SUBJECT: Consider Introduction - Ord. 22-\_\_\_, An Ordinance Adding Chapter 6.3.2, Title 6, of the Clovis Municipal Code, Pertaining to Mandatory Organics Waste Disposal Reduction.

**Staff:** Ivette Rodriguez, Solid Waste Manager

**Recommendation:** Approve

ATTACHMENTS: 1. Ord. 22-\_\_\_, an Ordinance adding Chapter 6.3.2, Title 6, of the Clovis Municipal Code

### CONFLICT OF INTEREST

None

### RECOMMENDATION

For the City Council to approve introduction of Ord. 22-\_\_\_, an Ordinance adding Chapter 6.3.2, Title 6, of the Clovis Municipal Code, pertaining to Mandatory Organics Disposal Waste Reduction.

### EXECUTIVE SUMMARY

Senate Bill No. 1383 (SB 1383) requires the City of Clovis to adopt an ordinance (see Attachment 1) in order to address disposal reduction of organic waste (green waste, food waste, and other organic materials such as soiled paper). The Mandatory Organic Waste Disposal Reduction Ordinance requires residents and businesses to properly sort their recyclables, organics (including food scraps), and trash. The proposed ordinance requires building and complex managers to provide adequate recycling and organics collection services to their tenants. The ordinance includes language for the City to issue penalties and fines against noncompliant entities for disposal contamination and for inadequate service as mandated and required by SB 1383. In addition, SB 1383 requirements include: implementation of an edible food recovery program that recovers edible food from the waste stream; conducting outreach and education to all affected parties including generators, haulers, facilities, and edible food recovery organizations; procurement of recycled organic waste products like compost, mulch, and renewable gas; inspection and annual site visits for enforcement of noncompliant residents and

businesses; and maintenance of accurate and timely records of SB 1383 compliance for annual reporting.

The City of Clovis has been achieving significant material recovery through its single-family residential three-cart collection system and commercial recycling and organics collection programs. Additional compliance is necessary with SB 1383 to increase organics recycling. The City will be providing totes for the collection of organics to HOA communities that currently do not have organics collection service. In addition, the City will implement new organics collection services within each multi-family community.

Outreach and education will be conducted in full force for implementing new programs required under SB 1383. The City has already begun to provide educational material to the community and will continue to provide additional and ongoing education through flyers, mailers, social media, and the City website. It is staff's intent to provide significant public outreach and education to support a successful program that will improve the quality of life and our environment, and to minimize potential enforcement actions.

### **BACKGROUND**

Senate Bill No. 1383 (SB 1383) was signed into law on September 19, 2016, with the goal to reduce organic waste disposal by 75% and increase edible food recovery by 20% by 2025. SB 1383 is the most significant waste reduction mandate to be adopted in the State of California in the last 30 years and requires all jurisdictions to implement a mandatory organics recycling ordinance. This legislation requires all businesses, residents, and multi-family dwellings to have access to recycling programs that capture food scraps and landscaping waste, among other organics waste materials.

### **FISCAL IMPACT**

There is no significant fiscal impact to the City associated with the adoption of the proposed ordinance.

### **REASON FOR RECOMMENDATION**

Adopting the Mandatory Organics Waste Disposal Reduction Ordinance will place the City in compliance of SB 1383, as it is a requirement of the law. The new ordinance will provide support to the City to implement new programs outlining the requirements of SB 1383, in addition to compliance of all sections of the law.

### **ACTIONS FOLLOWING APPROVAL**

Staff will present the ordinance for a second reading and adoption during the March 14, 2022 Council meeting. The Ordinance will take effect 30 days thereafter.

Prepared by: Ivette Rodriguez, Solid Waste Manager

Reviewed by: City Manager   AH

**ORDINANCE 22-\_\_****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADDING  
CHAPTER 6.3.2 OF TITLE 6 OF THE CLOVIS MUNICIPAL CODE RELATING TO  
MANDATORY ORGANIC WASTE DISPOSAL REDUCTION REGULATIONS**

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

Section 1. Chapter 6.3.2 of Title 6 of the Clovis Municipal Code is hereby added to read as follows:

**Chapter 6.3.2****MANDATORY ORGANIC WASTE DISPOSAL REDUCTION REGULATIONS**

Sections:

- 6.3.2.01 Purpose and Findings.
- 6.3.2.02 Definitions.
- 6.3.2.03 Requirements for Residential Generators.
- 6.3.2.04 Requirement for Commercial Generators.
- 6.3.2.05 Waivers for Generators.
- 6.3.2.06 Requirement for Commercial Edible Food Generators.
- 6.3.2.07 Requirement for Edible Food Recovery organizations.
- 6.3.2.08 Requirements for haulers and facility operators.
- 6.3.2.09 Self-haulers requirements.
- 6.3.2.10 Procurement requirements for City departments, direct services providers, and vendors.
- 6.3.2.11 Inspection and investigation by City.
- 6.3.2.12 Enforcement.
- 6.3.2.13 severability.

**6.3.2.01 Purpose and Findings.**

The City of Clovis finds and declares:

- (a) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their cities to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- (b) State recycling law, Assembly Bill 341 of 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places



requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires City to implement a Mandatory Commercial Recycling program.

- (c) State organics recycling law, Assembly Bill 1826 of 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste; requires City to implement a recycling program to divert Organic Waste from businesses subject to the law; and requires City to implement a Mandatory Commercial Organics Recycling program.
- (d) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including City, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- (e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires City to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This chapter will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

#### **6.3.2.02 Definitions.**

- (a) “Act” means the California Integrated Waste Management Act of 1989, Public Resources Code section 40000 and following as it may be amended, including but not limited to, the jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), and as implemented by the regulations of CalRecycle.
- (b) “Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- (c) “CalRecycle” means California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on City.
- (d) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- (e) “City Enforcement Official” means the city manager, county administrative official, chief operating officer, executive director, or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.

- (f) “Commercial Business” means firm, retail, professional, office, wholesale and industrial facilities, and other commercial enterprises offering goods or services to the public whether for-profit or nonprofit, and multi-family residential property with five (5) or more units located within City limits.
- (g) “Commercial Edible Food Generator” includes Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 1892(a)(73) and (a)(74). For the purpose of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (h) “Commercial Generator” means a commercial business which generates garbage, organics, or recyclable materials as a result of its business, commercial or property activity. Commercial generator also means any multi-family residential property of five (5) or more units. Commercial generator may also include tenants, property managers for facilities with leased space, employees and contractors of commercial generator. Commercial generators also includes the City, it’s facilities, its non-residential properties and special events, its sponsors or co-sponsors, as well as mobile food vendors and the responsible party for any special events.
- (i) “Compliance Review” means a review of records by a City to determine compliance with this chapter.
- (j) “Community Composting” means any activity that compost green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one-hundred (100) cubic yards and seven-hundred-fifty (750) square feet as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- (k) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4).
- (l) “Container” means any metal bin or cart used for collection of garbage, recyclable, and organic materials.
- (m) “Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- (n) “C&D” means construction and demolition debris as regulated in chapter 6.3.1 of the City’s Municipal Code..
- (o) “Designated Source Separated Organic Waste Facility” has the same meaning as in 14 CCR Section 18982(a)(14.5), and is a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:
- (1) The facility is a “transfer/processor,” as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section

18815.5(d), and meets or exceeds an annual average Source Separated organic content Recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024 and seventy-five (75) percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.

- (A) If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility”.
- (2) The facility is a “composting operation” or “composting facility” as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5.
- (p) “Designee” means an entity that City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or any combination thereof.
- (q) “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this chapter or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- (r) “Enforcement Action” means an action of the City to address non-compliance with this chapter including, but not limited to, issuing warning notices, administrative citations, fines, penalties, or any other available remedies.
- (s) “Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City’s, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not

include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

- (t) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (u) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
  - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
  - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
  - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- (v) "Food Waste" means food scraps and trimmings and other putrescible waste that result from food production, preparation, cooking, storage, consumption or handling. Food waste includes but is not limited to cooked meat, fish, dairy waste, fruit and vegetable waste and grain waste.
- (w) "Franchise Hauler" means a hauler holding a franchise, contract, license or permit issued by the city which authorizes the exclusive or non-exclusive right to provide solid waste, organics and recycling collection services within all or part of the city limits.
- (x) "Garbage" means all non-recyclables and non-organic waste generated by normal day to day activities. Garbage must be generated by and at the service location or unit wherein the garbage is collected. Garbage does not include recyclables, organics waste, construction and demolition debris, bulky items, e-waste, universal waste, and hazardous waste.
- (y) "Generator" means any commercial generator or residential generator of solid waste.
- (z) "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection.
- (aa) "Green Waste Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- (bb) "Hazardous waste" means any material which is defined as hazardous waste under California or United States law or any regulations promulgated pursuant to such law, such as local, state, or federal.

- (cc) “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024, and seventy-five (75) percent after January 1, 2025, as calculated pursuant to 14 CCR section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR section 17402(a)(11.5); or, as otherwise defined in 14 CCR section 18982(a)(33).
- (dd) “Household hazardous waste” means dry cell household batteries; used motor oil, used oil filters, cooking oil, compact fluorescent light bulbs; cleaning products, pesticides, herbicides, insecticides, painting supplies, automotive products, solvents, adhesives, auto batteries, and universal waste.
- (ee) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than two-thousand (2,000) individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR section 18982(a)(38) differs from this definition, the definition in 14 CCR section 18982(a)(38) shall apply to this chapter.
- (ff) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than two-thousand (2,000) individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR section 18982(a)(39) differs from this definition, the definition in 14 CCR section 18982(a)(39) shall apply to this chapter.
- (gg) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (hh) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR section 18982(a)(43).
- (ii) “Notice of Violation” or “(NOV)” means a notice that a violation has occurred that includes a compliance date to avoid any further enforcement action by the City authorized in this chapter.
- (jj) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food scraps, trimmings from food preparation, soiled paper products such as paper towels, plant debris, grass

- clippings, leaves, pruning, weeds, brush, and holiday natural trees or otherwise defined in 14 CCR Section 18982(a)(48).
- (kk) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR section 18982(a)(51).
  - (ll) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR section 18982(a)(54).
  - (mm) “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.
  - (nn) “Recovered Organic Waste” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
  - (oo) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
  - (pp) “Recycling” means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
  - (qq) “Residential Generator” means of, from, or pertaining to any residential premises with fewer than five (5) units.
  - (rr) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this chapter, Senate Bill 1383 (SB 1383), the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
  - (ss) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section(a)(66)(A).

- (tt) “Solid waste” means garbage, recyclable materials, organic waste, construction and demolition debris, bulky items, e-waste, and universal waste.
- (uu) “Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the chapter, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from the Gray Container, Waste/Mixed Waste or other Solid Waste for the purposes of collection and processing.

### **6.3.2.03 Requirements for Residential Generators.**

Residential Generators shall comply with the following requirements:

- (a) Subscribe to City’s collection services and comply with collection requirements of those service as described below in Section 6.3.2.03(b). City shall have the right to review the number and size of a generator’s containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and Residential generators may be required to adjust service level or containers for collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (b) Shall participate in the City’s Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.
  - (1) Generator shall place Source Separated Green Container Organic Waste, including food waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

### **6.3.2.04 Requirements for Commercial Generators.**

Commercial Generators shall:

- (a) Subscribe to City’s collection services and comply with collection requirements of those services as described below in Section 6.3.2.04(b). City shall have the right to review the number and size of a generator’s containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and Commercial Businesses shall adjust their service level for their collection services as requested by the City.



- (b) Participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as follows:

Generator shall place Source Separated Organics Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Trash in the Gray Container.

- (c) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 6.3.2.09 below.
- (d) Provide or arrange access for City and its agent to their properties during all inspections conducted in accordance with 6.3.2.11 of this chapter to confirm compliance with requirements ordinance.
- (e) Accommodate and cooperate with City's remote monitoring program for inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with Section 6.3.2.04(b).
- (f) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 6.3.2.06.

#### **6.3.2.05 Waivers for Generators.**

- (a) De Minimis Waivers. The City may grant a waiver to a Commercial Business from compliance with this chapter if the Commercial Business generates less than the amount of Organic Waste material as described in Section 6.3.2.05(a)(2) below. A Commercial Business requesting a de minimis waiver must:
- (1) Submit an application to the City specifying the services or requirements requesting a waiver from and provide documentation as noted in Section 6.3.2.05(a)(2) below.
  - (2) Provide documentation that either:
    - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than twenty (20) gallons per week per applicable container of the business' total waste; or
    - (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than ten (10) gallons per week per applicable container of the business' total waste.
  - (3) Notify City if circumstances change such that the Commercial Business's Organic Waste exceeds the threshold required for a waiver, in which case the waiver will be rescinded.

- (4) Provide written verification of continuing eligibility for a de minimis waiver every five (5) years if City has approved a de minimis waiver.
- (b) Physical Space Waivers: City may waive a Commercial generator's or Residential generator's obligations to comply with all or some recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 6.3.2.04 above.
- (c) A Commercial generator or Residential generator may request a physical space waiver through the following process:
  - (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
  - (2) Provide documentation that the premises lacks adequate space for Blue and or Green Containers, including documentation from franchise hauler, licensed architect, or licensed engineer.
  - (3) Provide written verification to City of continuing eligibility for a physical space waiver every five (5) years if City has approved a physical space waiver.

#### **6.3.2.06 Requirements for Commercial Edible Food Generators.**

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing on January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, in accordance with 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities, as defined in section 113789 of the Health and Safety Code, operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
  - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
  - (2) Contract with or enter into a written agreement with Food Recovery organizations or Food Recovery services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery organization for Food Recovery.
  - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery organization or a Food Recovery service.
  - (4) Allow City's designated enforcement entity or Designee to access the premises and review records pursuant to 14 CCR Section 18991.4.

- (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
- (A) A list of each Food Recovery service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
  - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
  - (C) A record of the following information for each of those Food Recovery services or Food Recovery organizations:
    - (i) The name, address and contact information of the Food Recovery service or Food Recovery organization.
    - (ii) The types of food that will be collected by or self-hauled to the Food Recovery service or Food Recovery organization.
    - (iii) The established frequency that food will be collected or self-hauled.
    - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery service or Food Recovery organization for Food Recovery.
- (c) Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

#### **6.3.2.07 Requirements for Edible Food Recovery organizations.**

- (a) Food Recovery services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
  - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
  - (3) The quantity in pounds of Edible Food transported to each Food Recovery organization per month.

- (4) The name, address, and contact information for each Food Recovery organization that the Food Recovery service transports Edible Food to for Food Recovery.
- (b) Food Recovery organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
  - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
  - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
  - (3) The name, address, and contact information for each Food Recovery service that the organization receives Edible Food from for Food Recovery.
- (c) Food Recovery Capacity Planning. To support Edible Food Recovery capacity planning assessments or other studies conducted by the City or its Designee, Food Recovery services and Food Recovery organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery service or Food Recovery organization contacted by the City shall respond to such request for information within sixty (60) days.

#### **6.3.2.08 Requirements for haulers and facility operators.**

- (a) Requirements for haulers:
  - (1) Exclusive Franchise Hauler, permitted, and licensed haulers providing residential, commercial, or industrial Organic Waste collection services to generators within the City limits shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:
    - (A) Through written notice to the City identifying the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source separated Green Container Organic Waste.
    - (B) Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, this Section, and City's C&D ordinance.
    - (C) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site lawfully transporting C&D in a manner that complies with 12 CCR Section 18989.1, this Section, and City's C&D ordinance.

- (2) Exclusive Franchise Haulers and permitted haulers authorized to collect Organic Waste shall comply education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or agreement entered into with City.
- (b) Requirements for facility operators and Community Composting operations:
- (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
  - (2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning including, but not limited to, an estimated of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

#### **6.3.2.09 Self-Hauler requirements.**

- (a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- (b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- (c) Self-Haulers that are Commercial Businesses shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to inspection by the City. The records shall include the following information:
  - (1) Delivery receipts and weight tickets from the entity accepting the waste.
  - (2) The amount of material in cubic yards or tons transported by the generator to each entity.
  - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 6.3.2.09(c) above to City, if requested.
- (e) A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in Sections 6.3.2.09(c) and (d) above.

**6.3.2.10 Procurement requirements for City departments, direct service providers, and vendors.**

- (a) City departments, and direct service providers of landscaping maintenance, renovation, and construction shall:
  - (1) Use Compost and SB 1383 eligible mulch, as reasonably practicable, produced from recovered Organic Waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application shall comply with 14 CCR, Division 7, Chapter 12, Article 12 and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
  - (2) Keep and provide records of procurement of Recovered Organic Waste Products (either through purchase or acquisition) to City, upon completion of projects or procurement. Information to be provided shall include:
    - (A) General description of how and where the product was used and if applicable, applied;
    - (B) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Product were procured.
    - (C) Type of product;
    - (D) Quantity of each product; and
    - (E) Invoice or other record demonstrating purchase or procurement.
- (b) All vendors providing Paper Products, Printing and Writing Paper shall:
  - (1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty (30) percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
  - (2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

- (3) Certify in writing, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- (4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).
- (5) Provide records to the City's Recovered Organic Waste Product procurement recordkeeping Designee, in accordance with the Jurisdiction's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 6.3.2.10(b)(3) and (b)(4) above for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

#### **6.3.2.11 Inspection and investigation by City.**

- (a) City representatives and/or Designees are authorized, in accordance with applicable laws, to conduct reasonable inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not authorize City or any Designee to enter the interior of a private residential property for inspection without authorized consent or a lawful warrant.
- (b) Regulated entity shall provide or arrange for access during all inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or Designee during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for access to an entity's premises and/or access to records for any inspection or investigation is a violation of this chapter and may result in enforcement as authorized in this chapter.
- (c) Any records obtained by City during its inspection and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.



- (d) City representatives and/or Designee are authorized, in accordance with applicable laws, to conduct any inspections or other investigations, randomly or as a result of a complaint of non-compliance, as reasonably necessary to ensure compliance with this chapter.

### 6.3.2.12 Enforcement.

- (a) Education Period for Non-Compliance. Upon the effectiveness of this chapter and through December 31, 2023, City or its Designee will conduct inspections, route reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and the City determines that any Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, City or Designee shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required and that violations may be subject to civil penalties starting on January 1, 2024.
- (b) Violation of any provision of this chapter is grounds for issuance of a Notice of Violation. Nothing in this chapter precludes the City from using any other available method, including without limitation issuance of administrative citations in accordance with Chapter 1.7 of the City's Municipal Code, for violations of this chapter.

- (c) Compliance Deadline Extension Considerations.

City may extend any compliance deadline set forth in a Notice of Violation issued in accordance with this Section if satisfied there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including, without limitation, the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
  - (2) Delays in obtaining discretionary permits or other government agency approvals; or,
  - (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.
- (d) Civil Penalties for Non-compliance.
- Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this chapter, the noncompliance will be documented, and appropriate enforcement action may be taken.
- (e) Use of available enforcement methods. The City may use any available method authorized in the Municipal Code, state law, or federal law to enforce the provisions of this chapter.

(f) The remedies available to the City for the handling of violations or enforcement of the provisions of this chapter shall be cumulative and not exclusive of any other applicable provisions of City, state, or federal law.

**6.3.2.13 Severability.**

If any article, section, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this chapter. The City Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

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

APPROVED:

_____	_____
Mayor	City Clerk
* * * * *	* * * * *

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on March \_\_\_\_, 2022, and was adopted at a regular meeting of said Council held on March \_\_\_\_, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

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



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: March 7, 2022

SUBJECT: Receive and File - 2022 Five-Year Financial Forecast for the City of Clovis through Fiscal Year 2026-27 and discuss options for budget preparation for 2022-23.

**Staff:** Jay Schengel, Finance Director

**Recommendation:** Receive and File

ATTACHMENTS: 1. Five-Year Financial Forecast through Fiscal Year 2026-27

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

That the City Council receives, provides comment, and files the Five-Year Financial Forecast.

### EXECUTIVE SUMMARY

The Five-Year Financial Forecast is a management tool that is updated and prepared each year to provide the City Council and City management with information on trends for the City's long-term financial condition. The forecast represents a continuing effort to analyze the City's fiscal condition based upon a reasonable set of economic and operational assumptions. It is a very important management tool for identifying fiscal trends and issues which must be addressed early to assure continued financial success. The General Fund in this forecast is structurally balanced through 2026-27. This report will serve as an opportunity to review the information in context with guidance for providing for the City's core services in a sustainable manner.

### BACKGROUND

The Five-Year Financial Forecast is a tool intended to be utilized in identifying financial issues confronting the City. The Five-Year Financial Forecast represents a continuing effort to analyze the City's long-term fiscal condition based upon a reasonable set of economic and operational assumptions. As such, any change in any one of the assumptions can impact the forecasted projections.

The document is presented in several sections that include Introduction, Executive Summary, Analysis of Funds, Narratives and Exhibits.

The report presents Exhibits that are the financial forecast spreadsheets and assumptions. This provides a quick review of the revenues, expenditures, and fund balances for operations of the General Fund as well as operations of the Public Utility Enterprise Funds, Planning and Development Services and Transit. Throughout the document, selected tables and graphs have been paired with narrative descriptions to help illustrate forecasted City revenue collections and expenditures.

Based on current growth figures, the City of Clovis is expected to reach 135,000 in population over the next five years. The City pays very close attention to growth in our analysis of the General Fund to estimate revenues and expenditures for the day-to-day operations and servicing of the City's population including police, fire, parks, recreation, senior services, and street maintenance.

### **General Fund Status / Summary**

The General Fund forecast reflects unanticipated revenue increases due to the pandemic recovery. As a result, the General Fund forecast that is presented is structurally balanced and provides as much growth in critical services as possible. It should be noted that this forecast also includes a sustainable level of funding for the replacement of public safety vehicles, which started in 2019/20 and continues through 2026/27. Additionally, transfers to the General Government Facilities Fund are possible for various much needed capital projects and throughout the forecast period.

Developing accurate revenue estimates during a constantly evolving pandemic has proven to be challenging. Many influences at the local, state, and federal level have significantly impacted revenue sources both on an ongoing and one-time basis. Based on current estimates, revenues are currently projected to be approximately \$13.2 million above expenditures, allowing for transfers to General Government Facilities, Fleet and Planning and Development Services. Because the 2021/22 budget was prepared on a fairly conservative basis, most budgets are experiencing better than originally estimated outcomes such as revenues exceeding budgeted estimates while expenditures are not exceeding budgeted estimates. The 2021/22 budget included a \$1.3 million unreserved beginning fund balance (Contingency for Economic Uncertainty).

General Fund revenues are projected to exceed the working budget by \$16.1 million in total for the current fiscal year. This is due to sales taxes faring much better than anticipated amidst a pandemic crisis along with the rapid acceleration of people shopping online. Also, additional federal grant funds were allocated to the City including the American Rescue Plan Act (ARPA) of 2021 for a total of \$17.2 million, with the first tranche of \$8.6 million received in May 2021 and the second tranche to be received in May 2022 for the same amount. The City also received the Staffing for Adequate Fire and Emergency Response (SAFER) grant funding to hire additional fire fighters in 2021 for Fire Station 6 and will receive approximately \$4 million over a four-year period. State reimbursements for wildfires are coming in with an

additional \$1.2 million over working budget and Transient Occupancy Taxes has a full operating year of taxes from the new Marriott Courtyard, increasing its estimate by an additional \$0.7 million.

Property Taxes are projected to be slightly above budget. Card room fees are back to operating at normal capacity for a full year without mandated closures, bringing in an estimated \$0.8 million in additional fees. Franchise Fees are projected to be slightly above budget although fees are declining for cable as more residents are opting into satellite and streaming services for home entertainment which are services not subject to Franchise Fees. Business Licenses are anticipated to increase approximately \$0.4 million due to a significant increase in this year's California Consumer Price Index (CCPI). All additional grant revenues projected are offset with corresponding additional expenditure increases in salaries, benefits, and overtime.

The amount of the Emergency Reserve continues to grow. As a result, the Emergency Reserve, a percentage of expenditures, is projected to grow to 24.5% of expenditures over the projected years. This percentage is above the 15% minimum level established by City Council and is almost at the maximum goal of 25%.

#### **FISCAL IMPACT**

The forecast provides an opportunity to review the historical trends for actual results and consider current economic factors for future decisions. It provides guidance for the City to maintain fiscally sustainable operations into the future.

#### **REASON FOR RECOMMENDATION**

The financial forecast provides an assessment of the impacts of past budgetary policy and possible future outcomes based on current budget strategies. Enhancing services while maintaining financial sustainability are shown to be critical to the City's future success. The forecast is a tool to be used for prudent management of the City's resources.

#### **ACTIONS FOLLOWING APPROVAL**

The staff will receive comments from the Council to assist with the preparation of the 2022-23 Annual Budget.

Prepared by: Jay Schengel, Finance Director

Reviewed by: City Manager AA



# *City of Clovis*

## *Five-Year Financial Forecast*

*Through Fiscal Year 2026/27*

*Prepared March 2022*







# CITY OF CLOVIS

## *Five-Year Financial Forecast*

*Through Fiscal Year 2026/2027*

**PREPARED BY:**

*John Holt, City Manager*

*Andrew Haussler, Assistant City Manager*

*Jay Schengel, Finance Director*

*Gina Daniels, Assistant Finance Director*

*Jeff Blanks, Deputy Finance Director*

*Susan Evans, Accounting Supervisor*

*Jose Reynoso, Accountant*

*Jose Cortez, Accountant*

*Ran Chan, Accountant*

# **CITY OF CLOVIS**

## **FIVE-YEAR FINANCIAL FORECAST**

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## INTRODUCTION

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The Five-Year Financial Forecast through 2026/27 represents a continuing effort to analyze the City's long-term fiscal condition based upon a reasonable set of economic and operational assumptions. It is an important management tool used by both the City Council and the City Manager for identifying fiscal trends and issues which must be addressed to assure continued financial success. The set of forecasts contained in this report is not a prediction of what will occur. The forecast is a snapshot in time and an **approximate view of what could occur** in the future if all the assumptions are realized. As with any forecast or prediction, the assumptions and projections for the nearer years carry more certainty and confidence than for the years further into the future.

The economic disruption of the past few years has made forecasting increasingly challenging as financial markets, cost of goods, and the economy overall as grown increasingly volatile along with various stimulus and assistance programs that have been implemented by the state and federal governments. It is important that the City continue to closely monitor economic conditions locally, statewide, and nationally and policies at state and national levels that will impact the City's financial health.

## EXECUTIVE SUMMARY

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The Five-Year Financial Forecast is a shift from previous years in the General Fund. In previous years the ability of the City to cover operational expenses and cover capital needs was extremely challenging as sales and property taxes made up 65% of the total General Fund revenues on average. The City received one-time funds from the federal and state governments in response to the COVID-19 pandemic from the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 and The American Rescue Plan Act (ARPA) of 2021. The 2020/21 CARES funding was approximately \$2.1 million while the ARPA funds received in the first tranche was \$8.6 million, with the second tranche to be received in May 2022 for the same amount. The City also received the Staffing for Adequate Fire and Emergency Response (SAFER) grant funding to hire additional fire fighters in 2021 for Fire Station 6 and will receive approximately \$4 million over a four-year period.

The General Fund forecast reflects unanticipated revenue increases due to the pandemic recovery. As a result, the General Fund forecast that is presented is structurally balanced and provides as much growth in critical services as possible. This is feasible due to the one-time funds the City received from CARES, ARPA and SAFER and better than expected sales tax revenues. It should be noted that this forecast also includes a sustainable level of funding for the replacement of public safety vehicles, which started in 2019/20 and continues through 2026/27. Additionally, transfers to the General Government Facilities Fund are possible for various much needed capital projects and throughout the forecast period, ongoing transfers to the emergency reserve are being increased to attain a level of 24.5% of expenditures almost reaching the target of 25%.

The Water Enterprise Fund forecast maintains stable reserves with annual 3% rate increases that have been adopted and are included in each year of the forecast. The forecast also includes continued contributions to the reserves for drought contingency through 2024/25 and for the Sustainable Groundwater Management Act (SGMA) through 2026/27. In 2020/21, there was a \$5 million down payment as required by the Firm Water Supply Agreement with the Fresno Irrigation District (FID). The remaining balance of \$30 million is anticipated to be paid by development impact fees in future years. The forecast includes an interfund loan of \$7.5 million in 2021/22 from the Trichloropropane (TCP) reserves to General Services, and annual repayment of \$770 thousand for the loan beginning in 2022/23 for ten years. This loan will not affect the City's ability to treat for TCP during the term of the loan.

The Sewer Enterprise Fund forecast maintains stable reserves throughout the forecast period. Beginning in 2022/23, a 3% rate increase is included in each year of the forecast period to keep up with rising operating, maintenance, and capital costs, and to maintain a sufficient fund balance for future bonding capacity. An interfund loan is shown beginning in 2023/24 of the forecast because it is projected that the collection of Development Impact fees for Sewer Major Facilities will be insufficient to cover the debt service payments. However, there are sufficient funds in the bond charge fund balance collected in prior years to continue the full \$7.30 per month rebate to customers until 2026/27. The ability to continue to rebate funds back to ratepayers will be monitored closely throughout the forecast period.

The Community Sanitation Fund maintains stable reserves in this Forecast. A 4% annual increase, or portion thereof, was approved by City Council in November 2004 to be implemented as necessary. In 2021/22, the Council implemented a refuse rate increase of 3%. A decrease of 1.5% is recommended in 2022/23 and increases of 4% are projected thereafter for the remainder of the forecast period. To keep pace with the recycling and green waste contract increases, the approved 4% annual increase is projected for these operations. In 2021/22, Council approved a \$0.50 rate increase for Street Sweeping charges in the City of Clovis Municipal Code resulting in a new rate of \$2.75 per month beginning July 1, 2022.

The Transit Fund reflects throughout the forecast period enough revenues to support its operational and capital needs because of increased revenues from the Transportation Development Act, which includes Local Transportation Funds (LTF) and State Transit Assistance (STA) funds allocated to Transit based on population, taxable sales, and transit performance. With funding for Transit constantly in flux, and the Measure C sales tax due to expire after 2027, the types and levels of funding will be closely monitored to make any necessary adjustments to current service levels should the need arise. Project-specific funding, including SB1 and various cap-and-trade grants, are used for capital expenses for enhancement of rider amenities. Beginning with the 2017/18 fiscal year, the Transit Fund was required to defer revenue that it had received but not yet spent. Any working capital that is required to be deferred can be seen on the Transit Fund forecast

on the line labeled “Deferred Revenue.” The deferred revenue is projected to decline in the fiscal years 2020/21 through 2022/23 due to the construction of a transit center.

The Planning and Development Services Enterprise Fund forecast maintains adequate, but constant reserves. The reserves are included in case of a slow-down and prudent funding is maintained throughout the forecast period. There have been several years of relatively high numbers of residential units per year; however, starting in 2021/22, it is anticipated that those numbers will start to decline. As a result, the current fiscal year will draw from the fund’s working capital but will increase working capital in all the projection years. The fund maintains a healthy working capital balance throughout the forecast period.

Internal Service Funds are projected to be self-balancing throughout the forecast period. Each of the Internal Service Funds is continually monitored, and more cost-effective programs are implemented wherever possible to reduce costs to all other City operations.

Debt Service Funds will be fully funded to make all debt payments and meet all legal obligations.

## ANALYSIS OF FUNDS

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The purpose of this forecast is to provide the City Council and the City Manager with an early identification of financial trends. With early detection, financial trends identified as possible problems can be dealt with in a reasonable manner rather than waiting for a crisis to occur.

The City’s Annual Budget represents a total financing plan for all City operations and must be analyzed by its component parts to make any meaningful adjustments. Unlike a private holding company, the City cannot remove cash from any one enterprise operation to help support general tax funded operations. Although there is certainly some financial interdependence between the funds, such as internal service fund charges to allocate common costs, each fund represented in the budget must stand alone.

When analyzing City operations, it is appropriate to look at the budget, department by department. However, when reviewing long range financial policies, it is best to look at the fund structure rather than the department structure. The major fund groups reviewed in this forecast are the operating funds of the City including:

**General Fund** - This fund includes the functions of general government, including elected officials, administration and finance, public safety, and some field maintenance activities, such as parks and street maintenance.

**Enterprise Funds** - These funds include operations for water, sewer, solid waste, street cleaning, transit, and planning and development services.

**Internal Service Funds** - These funds include property and liability insurance, employee benefits, fleet maintenance, and general services.

**Debt Service Funds** - These funds include all debt service activity for which the City is responsible.



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## GENERAL FUND

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### Current Year – 2021/22

The 2021/22 Annual Budget is best classified as a recovery budget. Significant cuts were implemented in the 2020/21 fiscal year budget due to anticipated reductions in revenue that were expected because of the COVID-19 pandemic and its associated business shutdowns. As it turns out, revenues did not decline during fiscal year 2020/21 as much as had been anticipated, and much, if not all, of any lost revenues were compensated for by state and federal stimulus funds. As a result, the 2021/22 Annual Budget generally restores the cuts and personnel freezes implemented in 2020/21 and included significant new spending.

Developing accurate revenue estimates during a constantly evolving pandemic has proven to be challenging. Many influences at the local, state, and federal level have significantly impacted revenue sources both on an ongoing and one-time basis. Based on current estimates, revenues are currently projected to be approximately \$13.2 million above expenditures, allowing for transfers to General Government Facilities, Fleet and Planning and Development Services. Due to the receipt of the American Rescue Plan Act (ARPA) funding, the City was able to put funds aside for long overdue building maintenance and capital projects in addition to building up the Fleet Fund for future vehicle purchases. Because the 2021/22 budget was prepared on a fairly conservative basis, most budgets are experiencing better than originally estimated outcomes such as revenues exceeding budgeted estimates while expenditures are not exceeding budgeted estimates.

General Fund revenues are projected to exceed the working budget by \$16.1 million in total for the current fiscal year. This is due to sales taxes faring much better than anticipated amidst a pandemic crisis along with the rapid acceleration of online shopping. Also, additional federal grant funds were allocated to the City including the American Rescue Plan Act (ARPA) of 2021 for a total of \$17.2 million, with the first tranche of \$8.6 million received in May 2021 and the second tranche to be received in May 2022 for the same amount. The City also received the Staffing for Adequate Fire and Emergency Response (SAFER) grant funding to hire additional fire fighters in 2021 for Fire Station 6 and will receive approximately \$4 million over a four-year period. State reimbursements for wildfires are coming in with an additional \$1.2 million over working budget and Transient Occupancy Taxes has a full operating year of taxes from the new Marriott Courtyard, increasing its estimate by an additional \$0.7 million.

Property Taxes are projected to be slightly above budget. Card room fees are back to operating at normal capacity for a full year without mandated closures, bringing in an estimated \$0.8 million in additional fees. Franchise Fees are projected to be slightly above budget although fees are declining for cable as more residents are opting into satellite and streaming services for home entertainment which are services not subject to Franchise Fees. Business Licenses are anticipated to increase approximately \$0.4 million due to a significant increase in this year's California Consumer Price Index (CCPI). All additional grant revenues projected are offset with corresponding additional expenditure increases in salaries, benefits, and overtime.

## **Forecast – 2022/23 through 2026/27**

Three distinct challenges are in the General Fund forecast for the next five years. Discretionary revenue is projected to grow at a slower rate, PERS costs will rise significantly, and the City continues to grow which increases the demand for General Fund services, most notably public safety. Included in the public safety growth are 3 additional police officers for each of the five forecasted years and an addition of a second Deputy Fire Chief in 2022/23. To attain the City's goal of having the emergency reserve funded at 25%, the emergency reserve is being increased from 23% to 24.5% during this forecast period. As expenditures plus transfers exceed revenues, the General Fund balance is projected to diminish overall from \$1.7 million in FY 2022/23 to \$0.88 million in FY 2024/25 and increase to \$1.4 million in FY 2026/27.

## **Revenues**

Property Tax and Sales Tax are the two largest sources of discretionary revenue; Franchise Fees, Business Licenses, Transient Occupancy and Other Taxes make up the bulk of the remainder. Due to Proposition 13, property tax growth is largely driven by growth in the City. When growth occurs faster than normal, the property tax grows faster than anticipated, but the growth also brings a corresponding increase in the demand for services. Property Tax revenues, due to increases in development of residential and commercial units last fiscal year, will be realized in FY 2022/23. The City's current base for property taxes which is increased each year by an inflation factor not to exceed 2% is based on the California Consumer Price Index which for FY 2022/23 is 2%. Property tax growth during the forecast period is projected to increase at a rate corresponding to the 15-year average of 800 single and multi-family residential units. The forecast does not project a housing slump because those are difficult to anticipate. However, if one was to occur, this would result in property tax growth being lower than forecasted.

Sales tax growth has changed due to a change in how people spend their money and due to the shift to online purchases which was exacerbated by the pandemic. In broad terms, consumers are spending a much higher percentage of their disposable income on services rather than goods historically. Since only goods are subject to sales tax, the revenue from sales tax is not keeping up with population growth and inflation. Additionally, consumers are purchasing an ever-increasing portion of their goods from online sources rather than local sources. Sales tax is not collected on some online purchases, and sales tax from other online purchases is paid to the locality of distribution rather than locality of delivery. Furthermore, the online sales tax that is nominally paid to the locality of delivery is actually paid to the County of delivery and is then distributed to the cities in proportion to their sales tax revenues from brick-and-mortar vendors.

In June 2018, the U.S. Supreme Court's decision in *South Dakota vs. Wayfair Inc.* overruled the long-standing physical presence rule that prevented states from taxing remote sales. Effective April 1, 2019, California established that all retailers, whether located inside or outside California, are required to collect and remit taxes on all sales made for delivery in any district that imposes such tax if the retailer has more than \$500,000 in annual taxable sales. As a result of California's AB 147-The Marketplace Facilitator Act's response to the "Wayfair" decision, the county pools have experienced vigorous gains creating a new baseline for pools

allocations. The City anticipated the pandemic and its economic impacts on sales taxes would be severe and negative. Contrary to these early assumptions, the decline of sales taxes was not as severe as anticipated despite the state’s stay-at-home orders, business closures, and other restrictions. Consumers adapted to buying online at a record pace. Although recent acceleration to online buying should continue growing the pools, future gains are anticipated to subside to levels moderately better than pre-Wayfair historical levels, according to the City’s sales tax consultant HdL Companies.

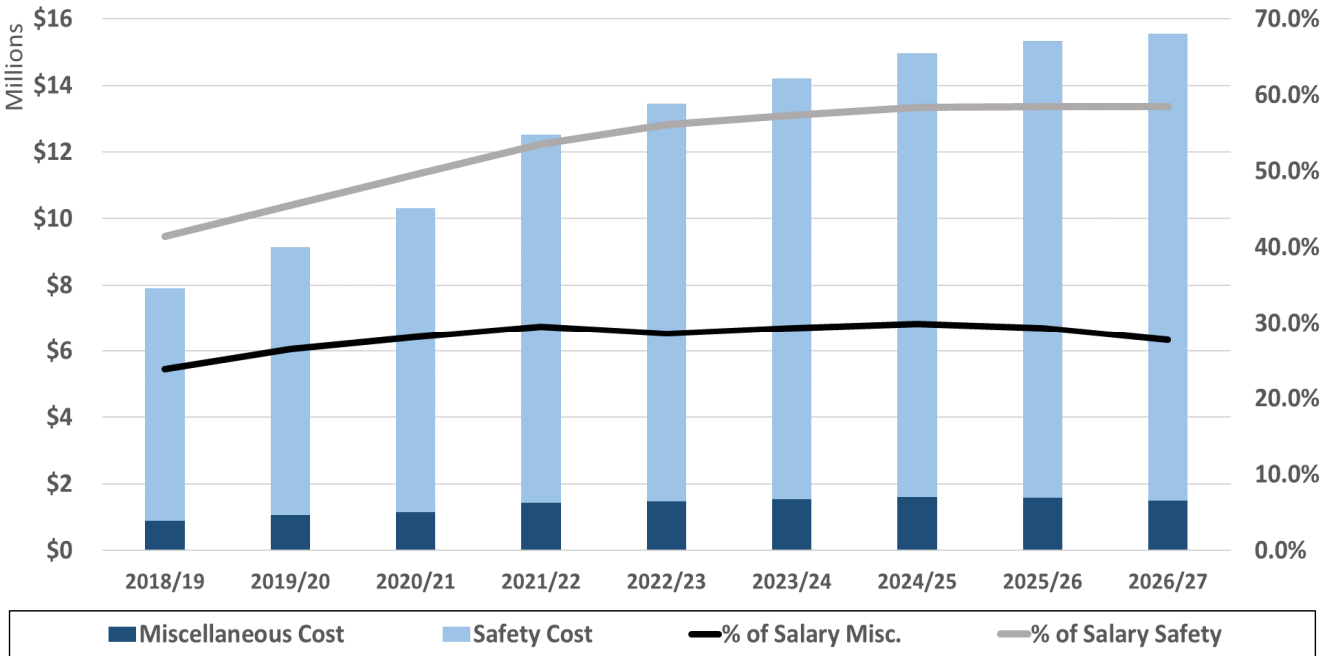
Sales Tax is projected to show an increase of 8.9% in FY 2021/22 after a robust rebound in FY 2020/21. For the remaining projected years, Sales Tax is expected to experience normalized growth at 5.0% annually with population growth at 800 residential units per year.

The forecast reflects the opening of a new hotel in Other Taxes. Transient Occupancy Tax is projecting an increase in FY 2022/23 with the opening of the Marriott Residence Inn.

Growth in Franchise Taxes has slowed in recent years as more households move away from traditional hard-wired phone and cable TV service towards cellular and satellite services which are not taxed. All other discretionary revenues are forecast to increase at average growth plus inflation at a three-year average Consumer Price Index.

**PERS**

PERS costs are projected to rise significantly during the forecast period due to the recent lowering of the discount rate and to changes in PERS’ actuarial assumptions. The following chart shows the expected General Fund PERS costs, both as a percentage of salary and in dollars, for the forecast period.



As can be seen in the chart, annual General Fund PERS costs are projected to rise by \$3 million between the current year and the end of the forecast period.

## **Growing Demands**

The City continues to grow, and in recent years it has grown faster than the long-term average. The growth drives some revenue growth, but it also drives a growing demand for services. Police and Fire comprise the largest expenditures in the General Fund (87% of the City's discretionary revenues go to Police and Fire) and are most impacted by this growing demand. Staff will continue to evaluate different ways of delivering services using technology, social media, and best practices to narrow the gap between increased demand for services and the City's ability to provide without lowering level of service. Failure to grow these departments, as well as other General Fund departments at a rate corresponding to the growth of the City, may result in an erosion of the level of service that is provided.

## **Approach to the Forecast**

The forecast represents staff's best estimate of the City's finances for the next five years and will be the basis on which the budget is developed. The forecast must be structurally sound and sustainable, so projected revenues, expenditures and transfers must be balanced. Some of the components of these revenues, expenditures and transfers are more easily controllable than others. Major increases to revenues, either through tax increases or extraordinary commercial growth, would be challenging to achieve or even completely infeasible, so they were not considered in the development of the forecast. Expenditures and transfers were adjusted as necessary to best achieve the City's goals and comply with the City's policies within the available revenue.

The impact of the PERS costs is significant; those costs will rise from 11% of the General Fund budget a few years ago to 15% by fiscal year 2026/27. Essentially, that means the level of service plus the transfers to the reserve that can be provided in 2026/27 will be only 96% of what could have been provided without this rise in PERS costs.

Service levels are already stretched thin, so this forecast emphasizes growing those services, specifically public safety, as much as revenues allow. It should be noted that this forecast also includes a sustainable level of funding for the replacement of public safety vehicles. Transfers to the General Government Facilities Fund throughout the forecast are for construction of a fire training facility classrooms, reconstruction of Fire Station #2, remodel of Fire Station #3, Landmark Square debt service and expansion of the property room for the Police Department. Transfers to the emergency reserve are being increased from 23% to 24.5% of expenditures to attain the goal of 25%. The forecast includes three additional police officers for each of the Forecast years and the addition of a Deputy Fire Chief. Additionally, two non-sworn General Fund positions are projected to be added and two non-sworn are going to be reclassified during the forecast period.

## General Fund Financial Forecast - Summary

(dollars in thousands)

	ACTUALS			ESTIMATED	PROJECTED				
	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Beginning Available Fund Balance	3,630	4,430	4,110	1,280	1,500	1,650	1,100	880	2,870
Reappropriation/Encumbrances	10	(190)	290	(570)					
<b>REVENUES</b>									
Discretionary	55,640	57,710	66,100	71,370	74,970	77,990	81,540	85,220	89,050
Non-Discretionary	17,590	17,550	30,440	30,150	21,130	21,130	20,850	21,610	22,410
Total Revenues	73,230	75,260	96,540	101,520	96,100	99,120	102,390	106,830	111,460
<b>EXPENDITURES</b>									
Public Safety	52,030	54,420	58,590	66,430	68,180	71,090	73,470	75,710	77,710
Public Utilities	9,990	10,050	10,600	11,380	11,770	12,170	12,590	13,000	13,390
General Government	8,330	8,360	8,630	10,500	11,470	11,490	11,910	12,160	12,590
Total Expenditures	70,350	72,830	77,820	88,310	91,420	94,750	97,970	100,870	103,690
<b>Resources Above/(Below) Operating Expenditures</b>	<b>2,880</b>	<b>2,430</b>	<b>18,720</b>	<b>13,210</b>	<b>4,680</b>	<b>4,370</b>	<b>4,420</b>	<b>5,960</b>	<b>7,770</b>
<b>ADDITIONAL ITEMS</b>									
Transfers In from Successor Agency	0	450	0	0	0	0	0	0	0
Transfers Out to General Government Facilities Fund	0	0	(11,950)	(6,090)	(720)	(660)	(1,060)	(660)	(5,940)
Transfers Out to PDS/Projects	(990)	(300)	(300)	(310)	(300)	(300)	(300)	(300)	(300)
Transfers Out to Fleet Fund	0	(2,660)	(6,040)	(2,980)	(1,910)	(2,260)	(1,980)	(2,310)	(2,270)
Total Additional Items	(990)	(2,510)	(18,290)	(9,380)	(2,930)	(3,220)	(3,340)	(3,270)	(8,510)
<b>Net Increase/(Decrease) to Fund Balance</b>	<b>1,890</b>	<b>(80)</b>	<b>430</b>	<b>3,830</b>	<b>1,750</b>	<b>1,150</b>	<b>1,080</b>	<b>2,690</b>	<b>(740)</b>
<b>OTHER ITEMS</b>									
(Use of)/Addition to Emergency Reserve	1,100	50	3,550	3,040	1,600	1,700	1,300	700	700
Total Other Items	1,100	50	3,550	3,040	1,600	1,700	1,300	700	700
<b>Ending Available Fund Balance</b>	<b>4,430</b>	<b>4,110</b>	<b>1,280</b>	<b>1,500</b>	<b>1,650</b>	<b>1,100</b>	<b>880</b>	<b>2,870</b>	<b>1,430</b>
Emergency Reserve-(Dollars)	12,760	12,810	16,360	19,400	21,000	22,700	24,000	24,700	25,400
Emergency Reserve as a % of Expenditures	18.10%	17.60%	21.00%	22.00%	23.00%	24.00%	24.50%	24.50%	24.50%

## General Fund - Financial Forecast (dollars in thousands)

REVENUES	ACTUALS			ESTIMATED	PROJECTED				
	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
Residential Units (SF + MF)	848	1,112	1,238	800	800	800	800	800	800
<b><u>Discretionary</u></b>									
Property Taxes	15,070	15,880	16,960	17,920	18,780	19,140	19,900	20,670	21,460
Property Tax In Lieu-VLF	9,720	10,420	11,160	11,900	12,400	12,920	13,460	14,030	14,620
Sales Tax	21,300	22,070	27,180	29,590	31,070	32,630	34,270	35,980	37,770
Franchise Fee	2,360	2,460	2,600	2,740	2,870	3,000	3,140	3,280	3,430
Business License	3,370	3,490	3,710	4,010	4,240	4,480	4,730	5,000	5,280
Other Taxes	3,460	2,970	4,100	5,020	5,420	5,620	5,830	6,040	6,260
Interest	180	180	120	60	60	70	80	90	100
Other Revenues-(Disc.)	180	240	270	130	130	130	130	130	130
<b><u>Total Discretionary</u></b>	<b>55,640</b>	<b>57,710</b>	<b>66,100</b>	<b>71,370</b>	<b>74,970</b>	<b>77,990</b>	<b>81,540</b>	<b>85,220</b>	<b>89,050</b>
<b><u>Non-Discretionary</u></b>									
Community Facility Fee	1,850	2,080	2,110	2,160	2,390	2,630	2,870	3,140	3,430
Sales Tax-(Public Safety)	300	320	350	420	490	510	530	550	570
Other Lic & Permits	100	90	40	100	100	100	100	100	100
Fines & Forfeitures	200	190	150	190	190	190	190	190	190
Building Rentals	50	40	0	40	40	40	40	40	40
State Subvention-Gas Tax	1,110	1,260	1,340	1,750	1,880	1,900	1,920	1,940	1,960
Grants	2,080	1,070	3,410	3,590	2,400	1,700	700	700	700
From Other Agencies	660	920	840	750	780	810	840	870	900
Current Services	1,660	1,620	1,380	1,640	1,700	1,760	1,820	1,890	1,960
Landscape Maint. Charges	3,570	3,840	4,000	4,260	4,420	4,580	4,750	4,920	5,100
Other Revenues-(Non-Disc.)	260	270	10,770	8,810	170	180	190	200	210
Impact/Rental Fees	1,630	1,700	1,760	1,830	1,870	1,940	2,010	2,080	2,160
Admin Charges	4,120	4,150	4,290	4,610	4,700	4,790	4,890	4,990	5,090
<b><u>Total Non-Discretionary</u></b>	<b>17,590</b>	<b>17,550</b>	<b>30,440</b>	<b>30,150</b>	<b>21,130</b>	<b>21,130</b>	<b>20,850</b>	<b>21,610</b>	<b>22,410</b>
<b>Total Revenues</b>	<b>73,230</b>	<b>75,260</b>	<b>96,540</b>	<b>101,520</b>	<b>96,100</b>	<b>99,120</b>	<b>102,390</b>	<b>106,830</b>	<b>111,460</b>



**Revenue Assumptions (dollars in dollars)**

AGENDA ITEM NO. 13.

<b>PROPERTY TAXES:</b>	ANNUAL INCREASE	INCREASE IN ASSESSED VALUE		CITY TAX RATE (Before reductions)	
	2.00%	\$271,000,000		18.57% of 1%	
	<i>Increase in AV above is based on 800 residential units</i>		<i>Nonresidential Units based on % of Residential Units is 20.5%</i>		
	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
<b>PROPERTY TAX GROWTH %:</b>	PROJECTED	2.00%	2.00%	2.00%	2.00%
<b>PROPERTY TAX IN LIEU-VLF:</b>	INCREASE BY ASSESSED VALUE GROWTH		4.20%	<i>(Based on 800 units)</i>	
<b>COMMUNITY FACILITY FEE:</b>	2/3 OF NEW RES UNITS PER YR	540	ANNUAL FEE: \$266	INCREASE BY: 3.66%	
<b>SALES TAX:</b>	3 YEAR CPI	SALES TAX RATE	POPULATION GROWTH		PER CAPITA PER YEAR
	3.66%	1.00%	2,200 PER YEAR		\$235
<b>COUNTY SHARE:</b>	5.00% OF GROSS SALES TAX		<i>(Based on 800 units)</i>		
	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
<b>SALES TAX GROWTH %:</b>	PROJECTED	5.0%	5.0%	5.0%	5.0%
<b>FRANCHISE TAX:</b>	3 YEAR CPI	NEW RES UNITS PER YEAR	FEE OF GROSS	PARTICIPATION %	P G & E
	3.66%	800	1.00%	50.00% Comcast/AT&T	\$250 Per Unit per Mo
				\$90 Per Unit per Month	
	<i>Note: 3 year average for residential units is 1070, 5 year average is 1110 ,10 year average is 910 units</i>				
<b>BUSINESS LICENSE:</b>	INCREASE	3.66%	THREE YR CPI	2.00%	NEW BUSINESSES
<b>OTHER TAXES:</b>	<i>Includes Transient Occupancy Tax, Cardroom Fees, and Real Property Transfer Tax</i>				
	THREE YR CPI	3.66%			
<b>FINES AND FORFEITURES:</b>	PARKING AND VEHICLE	\$180,000	BASED ON THREE YEAR AVERAGE		
<b>INTEREST:</b>	RATE ->>	1.50%	ON PRIOR YEAR'S BALANCE		
<b>BUILDING RENTALS:</b>	INCREASE ANNUALLY BY: 2.00%				
<b>STATE SUBVENTIONS:</b>	GAS TAX PER CAPITA	\$11.00	POPULATION GROWTH		
			2,200 PER YEAR		<i>(Based on 800 units)</i>
	<i>Gas Tax Per Capita based on last year actuals</i>				
<b>GRANTS:</b>	\$700,000	THREE YEAR AVERAGE OF ONGOING GRANTS			
<b>CURRENT SERVICES:</b>	INCREASE BY THREE YEAR CPI AVERAGE		3.66%		
<b>OTHER REVENUES:</b>	INCREASE BY THREE YEAR CPI AVERAGE		3.66%		
<b>IMPACT/RENTAL FEES:</b>	BASED ON ADD'L ROUTES PROJECTED IN THE ENTERPRISE FUND AND INCREASE BY 3 YEAR CPI AVERAGE				
<b>ADMIN CHARGES:</b>	INCREASE	2.00%	PER YEAR		

## General Fund - Financial Forecast (dollars in thousands)

<b>EXPENDITURES</b>	<b>ACTUALS</b>			<b>ESTIMATED</b>	<b>PROJECTED</b>				
	<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>	<b>2023/24</b>	<b>2024/25</b>	<b>2025/26</b>	<b>2026/27</b>
<b>PUBLIC SAFETY</b>									
Salaries									
Police-CPOA	10,040	9,820	9,890	10,940	11,750	12,270	12,810	13,360	13,930
Fire	5,610	5,750	6,040	7,180	7,440	7,590	7,740	7,890	8,050
Public Safety-Management	2,910	3,080	3,380	3,480	3,760	3,870	3,950	4,030	4,110
Dispatchers									
Police-Non CPOA	3,620	3,780	3,790	4,340	4,700	4,790	4,890	4,990	5,090
Fire-Non Firefighters	200	200	220	300	310	320	330	340	350
Overtime									
Overtime-Police	2,650	2,730	2,880	2,880	2,880	2,880	2,880	2,880	2,880
Overtime-Fire	2,250	1,470	2,880	3,110	1,610	1,610	1,610	1,610	1,610
Extra Help	740	730	760	830	830	830	830	830	830
Benefits									
Health	3,300	3,380	3,510	3,990	4,350	4,700	5,080	5,480	5,910
Retirement	7,030	8,070	9,140	11,070	11,960	12,670	13,360	13,750	14,050
Other	2,760	2,810	3,290	3,910	4,370	4,380	4,470	4,560	4,650
SMS	10,240	11,940	12,250	13,460	13,850	14,790	15,120	15,570	15,820
Capital Outlay	680	660	560	940	370	390	400	420	430
<b>Total Public Safety</b>	<b>52,030</b>	<b>54,420</b>	<b>58,590</b>	<b>66,430</b>	<b>68,180</b>	<b>71,090</b>	<b>73,470</b>	<b>75,710</b>	<b>77,710</b>
<b>PUBLIC UTILITIES</b>									
Salaries	2,200	2,230	2,350	2,610	2,710	2,760	2,820	2,880	2,940
Overtime	110	110	120	110	110	110	110	110	110
Extra Help	20	20	10	40	40	40	40	40	40
Benefits									
Health	510	500	540	600	640	680	730	780	830
Retirement	340	390	450	560	560	590	610	610	580
Other	440	370	360	360	370	380	390	400	410
SMS	6,310	6,400	6,740	7,060	7,320	7,590	7,870	8,160	8,460
Capital Outlay	60	30	30	40	20	20	20	20	20
<b>Total Public Utilities</b>	<b>9,990</b>	<b>10,050</b>	<b>10,600</b>	<b>11,380</b>	<b>11,770</b>	<b>12,170</b>	<b>12,590</b>	<b>13,000</b>	<b>13,390</b>
<b>GENERAL GOVERNMENT</b>									
Salaries	3,150	3,430	3,540	3,770	4,030	4,110	4,190	4,270	4,360
Overtime	10	10	10	20	20	20	20	20	20
Extra Help	420	370	170	440	440	440	440	440	440
Benefits									
Health	610	650	650	700	760	810	870	930	1,000
Retirement	540	670	710	880	920	950	990	980	920
Other	210	230	250	290	300	310	330	360	400
SMS	3,380	2,980	3,290	4,380	4,990	4,840	5,060	5,150	5,440
Capital Outlay	10	20	10	20	10	10	10	10	10
<b>Total General Government</b>	<b>8,330</b>	<b>8,360</b>	<b>8,630</b>	<b>10,500</b>	<b>11,470</b>	<b>11,490</b>	<b>11,910</b>	<b>12,160</b>	<b>12,590</b>
<b>Total Expenditures</b>	<b>70,350</b>	<b>72,830</b>	<b>77,820</b>	<b>88,310</b>	<b>91,420</b>	<b>94,750</b>	<b>97,970</b>	<b>100,870</b>	<b>103,690</b>

**Expenditure Assumptions (dollars in thousands)**

AGENDA ITEM NO. 13.

<b>SALARIES:</b>		<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
<u>POLICE-CPOA</u>	7/1	2.00%	3.66%	2.00%	2.00%	2.00%	2.00%
SALARY BASE		\$10,810	\$11,480	\$11,990	\$12,520	\$13,070	\$13,630
Additional Officers-Salary		\$130	\$270	\$280	\$290	\$290	\$300
Number of Additional Officers		3	3	3	3	3	3
Additional Non-Sworn Positions		0	0	0	0	0	0
Total Sworn Officer Positions		109	112	115	118	121	124
<u>FIRE</u>	7/1	2.00%	3.66%	2.00%	2.00%	2.00%	2.00%
SALARY BASE		\$7,180	\$7,440	\$7,590	\$7,740	\$7,890	\$8,050
Additional Firefighter-Salary		\$0	\$0	\$0	\$0	\$0	\$0
Number of Addl Firefighters		0	0	0	0	0	0
Total Sworn Positions		67	68	68	68	68	68
<u>PUBLIC UTILITIES</u>	7/1	2.00%	3.66%	2.00%	2.00%	2.00%	2.00%
SALARY BASE		\$2,610	\$2,710	\$2,760	\$2,820	\$2,880	\$2,940
Additional Salaries-Park/Street		\$0	\$0	\$0	\$0	\$0	\$0
Addl Park/Street employees		0	0	0	0	0	0
<u>GENERAL GOVT</u>	7/1	2.00%	3.66%	2.00%	2.00%	2.00%	2.00%
<u>MANAGEMENT</u>	7/1	2.00%	3.66%	2.00%	2.00%	2.00%	2.00%
<b>OVERTIME:</b>	INCREASE BY PREVIOUS THREE YEAR CPI				3.66%		
<b>EXTRA HELP:</b>	FLAT FOR NEXT FIVE YEARS						
<b>HEALTH:</b>	INCREASE PER YEAR				7.0%		
(PERS ESTIMATE)							
<b>RETIREMENT:</b>		<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
POLICE-SAFETY		53.500%	56.100%	57.300%	58.400%	58.500%	58.500%
DISPATCHERS		29.500%	28.600%	29.300%	29.900%	29.300%	27.700%
FIRE		53.500%	56.100%	57.300%	58.400%	58.500%	58.500%
PUBLIC UTILITIES		29.500%	28.600%	29.300%	29.900%	29.300%	27.700%
GENERAL GOVERNMENT		29.500%	28.600%	29.300%	29.900%	29.300%	27.700%
MANAGEMENT		29.500%	28.600%	29.300%	29.900%	29.300%	27.700%
PERS EE COST SHARING -MISC		-8.400%	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%
PERS EE COST SHARING -SAFETY		-8.000%	-8.000%	-8.000%	-8.000%	-8.000%	-8.000%
<b>WORKERS COMP:</b>	Police-CPOA	13.76%	14.00%	14.00%	14.00%	14.00%	14.00%
(included in other benefits)	Fire	3.76%	4.00%	4.00%	4.00%	4.00%	4.00%
	Mgmt & Admin	1.64%	2.00%	2.00%	2.00%	2.00%	2.00%
	Public Utility	9.57%	10.00%	10.00%	10.00%	10.00%	10.00%
<b>OTHER BENEFITS:</b>	Previous year's amount increased by contracted and estimated salary increases. Includes 2% of non-safety salaries for deferred comp, 1% of total salaries for sick leave incentive, 1.45% for medicare and 1% for other benefits.						
<b>OTHER SMS:</b>	AVERAGE CPI					3.66%	
<b>CAPITAL OUTLAY:</b>	INCREASE BY 3 YEAR AVG CPI PER YEAR			3.66%			
	50% FOUR YEAR AVERAGE-PUBLIC SAFETY			\$360			
	50% FOUR YEAR AVERAGE-PUBLIC UTILITIES			\$20 + ADDITIONAL EQUIP FOR NEW EMPLOYEES			
	50% FOUR YEAR AVERAGE-GEN GOV'T			\$10			
<b>CONTINGENCY RESERVE:</b>	Maintain not less than 15% with a goal to reach 25% of total expenditures. See the Summary Sheet for reserve am						

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## ENTERPRISE FUNDS

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The purpose of the forecast for the Enterprise Funds is to provide the City Council and the City Manager with an early identification of financial trends along with the future financial costs of legislative and regulatory requirements, and the ability to respond appropriately. Enterprise Funds, by definition, are supported by rates set to recover the full cost of services, including capital outlays and debt service. The rate setting process requires advance planning, preparation of rate studies, a public hearing process, and a final decision to implement new rates if approved. This process can take up to six months to complete. For this reason, the forecast is a critical management tool for the City.

Further detail regarding each Enterprise Fund is discussed in the following pages. Annually, staff re-evaluates all enterprise operations to determine if any adjustments to rates are needed. At this time, water, sewer, and community sanitation enterprise operations have increases approved sufficient to carry the operations through the forecast period, barring any unforeseen or catastrophic event. Once these rate increases meet their objectives, staff will begin to evaluate implementing smaller, more measured increases on an annual basis to avoid large one-time increases.

### **Water Enterprise**

The Water Enterprise Fund is projected to have a working capital balance of approximately \$19 million at June 30, 2022. The City Council approved adjusted water rates in the Water Enterprise Fund beginning in June 2016 to comply with state legal requirements regarding a tiered water rate structure. The rate adjustment was revenue neutral. Council also approved a 3% annual increase that can be implemented when necessary to fund the increased cost to treat and distribute potable water within the City, capital improvements, and to provide debt service coverage for the 2013 Surface Water Treatment Plant bonds. A 3% rate increase to water rates is included in each of the five years of the projected forecast. The forecast also includes continued contributions to the reserves for drought contingency through 2024/25 and for the Sustainable Groundwater Management Act (SGMA) through 2026/27. In 2020/21, there was a \$5 million down payment as required by the Firm Water Supply Agreement with the Fresno Irrigation District (FID). The remaining balance of \$30 million is anticipated to be paid by development impact fees in future years. In 2016/17, the Water Enterprise Fund received a legal settlement for Trichloropropane (TCP) treatment. The Water Enterprise Fund will be required to treat potable water for any TCP present, and a reserve for TCP treatment has been established for the treatment costs. The forecast includes an interfund loan of \$7.5 million in 2021/22 from the TCP reserves to General Services, and annual repayment of \$770 thousand for the loan beginning in 2022/23 for ten years. This loan will not affect the City's ability to treat for TCP during the term of the loan.

## Water Enterprise - Financial Forecast (dollars in thousands)

	<u>Actual 2018/19</u>	<u>Actual 2019/20</u>	<u>Actual 2020/21</u>	<u>Estimated 2021/22</u>	<u>Projected 2022/23</u>	<u>Projected 2023/24</u>	<u>Projected 2024/25</u>	<u>Projected 2025/26</u>	<u>Projected 2026/27</u>
BEGINNING WORKING CAPITAL	22,510	26,770	27,100	22,510	19,120	18,080	17,740	17,680	18,230
<b><u>REVENUES</u></b>									
WATER CHARGES	17,040	17,820	18,580	19,500	20,510	21,260	22,030	22,820	23,640
DBCP-LEGAL SETTLEMENTS	240	260	240	100	170	180	190	200	210
<b>TOTAL REVENUES</b>	<b>17,280</b>	<b>18,080</b>	<b>18,820</b>	<b>19,600</b>	<b>20,680</b>	<b>21,440</b>	<b>22,220</b>	<b>23,020</b>	<b>23,850</b>
<b><u>EXPENDITURES</u></b>									
SALARIES	2,710	2,870	3,100	3,470	3,690	3,760	3,840	3,920	4,090
EXTRA HELP	0	0	10	30	30	30	30	30	30
OVERTIME	110	120	120	140	140	140	140	140	140
BENEFITS									
RETIREMENT	420	520	620	740	770	790	830	820	790
HEALTH	540	560	570	660	710	760	810	870	930
OTHER	530	480	510	440	560	570	580	600	620
SERVICES, MATERIALS & SUPPLIES	8,010	8,490	14,180	12,310	11,520	11,930	12,350	12,790	13,250
MEMBRANE REPLACEMENT	280	0	300	450	0	0	1,100	0	0
TCP TREATMENT	0	100	100	100	100	1,100	100	100	100
CAPITAL OUTLAY	1,210	1,290	1,420	2,450	1,950	1,950	1,950	1,950	1,950
<b>TOTAL EXPENDITURES</b>	<b>13,810</b>	<b>14,430</b>	<b>20,930</b>	<b>20,790</b>	<b>19,470</b>	<b>21,030</b>	<b>21,730</b>	<b>21,220</b>	<b>21,900</b>
<b><u>OTHER REVENUE AND EXPENSE</u></b>									
INTEREST/RENTAL/GRANTS	1,010	1,130	620	500	500	750	750	750	750
	<b>1,010</b>	<b>1,130</b>	<b>620</b>	<b>500</b>	<b>500</b>	<b>750</b>	<b>750</b>	<b>750</b>	<b>750</b>
TRANSFERS-OUT (CAPITAL)	0	(3,550)	(1,000)	(1,000)	(500)	(250)	(250)	(250)	(250)
WATER BANKING LOAN TO DEV FUND	1,500	1,250	0	0	0	0	0	0	0
INTERFUND LOAN TO GENERAL SERVICES	0	0	0	(7,500)	770	770	770	770	770
CONTRIBUTION-SURFACE WTP	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(750)	(750)
MEMBRANE REPLACEMENT RESERVE	280	0	300	450	(100)	(100)	1,100	(100)	(100)
RESERVE FOR DROUGHT CONTINGENCY	(500)	(500)	(500)	(500)	(500)	(500)	(500)	0	0
RESERVE FOR SGMA	(750)	(1,000)	(1,250)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
RESERVE FOR TCP TREATMENT	0	100	100	7,600	(670)	330	(670)	(670)	(670)
<b>ENDING WORKING CAPITAL</b>	<b>26,770</b>	<b>27,100</b>	<b>22,510</b>	<b>19,120</b>	<b>18,080</b>	<b>17,740</b>	<b>17,680</b>	<b>18,230</b>	<b>18,930</b>
RESERVE FOR MEMBRANE REPLACEMENT	1,730	1,730	1,430	980	1,080	1,180	80	180	280
RESERVE FOR DROUGHT CONTINGENCY	5,000	5,500	6,000	6,500	7,000	7,500	8,000	8,000	8,000
RESERVE FOR SGMA	750	1,750	3,000	4,000	5,000	6,000	7,000	8,000	9,000
RESERVE FOR TCP TREATMENT	15,450	15,350	15,250	7,650	8,320	7,990	8,660	9,330	10,000



## Water Enterprise - Revenue Assumptions (dollars in dollars)

Bi-monthly Meter Charges: Residential - \$23.90 Commercial - \$19.24

Residential Usage Rates: \$.98 per 1,000 gallons for 0 to 23,000 gallons, \$1.63 per 1,000 gallons for 23,000 - 40,000 gallons, \$2.00 per 1,000 gallons above 40,000 gallons. Dwelling unit charge \$11.95 per month (\$23.90 bi-monthly).

Commercial Usage Rates: \$.98 per 1,000 gallons 0 to 23,000 gallons, \$1.33 per 1,000 gallons over 23,000 gallons. Monthly charge from \$9.62 (1") to \$975.05 (10").

**Current Charges:** INCREASED EACH YEAR BY THE AVERAGE INCREASE OF THE PREVIOUS THREE YEARS

		<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
<b>Rate Increase:</b>	7/1	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
<b>Rate Increase:</b>	3% Based on Council approved annual rate increase unless not necessary.						
<b>Interest:</b>	1.50% OF PREVIOUS YEAR'S WORKING CAPITAL OR A MINIMUM OF \$10,000						

## Water Enterprise - Expense Assumptions (dollars in thousands)

<b>Salaries:</b>	CPWEA	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
	7/1	2.00%	3.66%	2.00%	2.00%	2.00%	2.00%
	Salary Base	\$3,470	\$3,600	\$3,760	\$3,840	\$3,920	\$4,000
	Additional Employee		\$85				\$90

**Extra Help:** FLAT FOR NEXT FIVE YEARS

**Overtime:** FLAT FOR NEXT FIVE YEARS

<b>Retirement:</b>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
	29.500%	28.600%	29.300%	29.900%	29.300%	27.700%
<b>PERS Cost Sharing:</b>	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%

**Health:** INCREASE PER YEAR 7.00%

**Other Benefits:**

- WORKERS COMP 10.000% FOR CPWEA 1.64% FOR ADMIN
- MEDICARE 1.450% OF SALARIES
- DEF COMP/SICK LEAVE INC 5.250% OF SALARIES

**Other SMS:** INCREASE BY CPI FOR FUTURE YEARS 3.66%

(Increase energy cost by 50% for the Surface Water Treatment Plant operation beginning in 2004/05)

Rental of the New Corp Yard-beginning 2002/03 \$320 per year

**Capital Outlay:** FOUR YEAR AVERAGE INCREASED BY CPI FOR FUTURE YEARS 3.66%

**Transfers Out:** FOR CAPITAL CONTRIBUTIONS FOR DISTRIBUTION SYSTEM IMPROVEMENTS  
FOR LAND ACQUISITION DESIGN AND CONSTRUCTION OF RECHARGE FACILITIES-100%

**Reserves:** WELLHEAD TREATMENT CONTINGENCY ESTABLISHED FOR CLEANUP OF DBCP CONTAMINATION  
MEMBRANE REPLACEMENT RESERVE ESTABLISHED FOR NEW MEMBRANE COSTS  
DROUGHT CONTINGENCY ESTABLISHED FOR WATER PURCHASE DURING POSSIBLE DROUGHT  
TCP TREATMENT RESERVE FOR TREATMENT CAPITAL AND O&M  
SUSTAINABLE GROUNDWATER MANAGEMENT ACT RESERVE

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**Sewer Enterprise**

The Sewer Enterprise Fund is projected to have a working capital balance of approximately \$22.5 million at June 30, 2022. The City Council approved a series of rate increases for the Sewer Enterprise Fund beginning August 1, 2010. Rate increases are driven by the rising cost of treatment and capital improvements at the Regional Treatment facility as well as the increase in the costs to operate new pump stations, the Sewer Treatment Water Reuse Facility (ST-WRF), and to meet bond covenants normally borne by development fees which are projected to be insufficient to meet the City's obligations in a portion of the forecast period. Beginning in 2022/23, a 3% rate increase is included in each year of the forecast period to keep up with rising operating, maintenance, and capital costs, and to maintain a sufficient fund balance for future bonding capacity. An interfund loan is shown beginning in 2023/24 of the forecast because it is projected that the collection of Development Impact fees for Sewer Major Facilities will be insufficient to cover the debt service payments. However, there are sufficient funds in the bond charge fund balance collected in prior years to continue the full \$7.30 per month rebate to customers until 2026/27. The ability to continue to rebate funds back to ratepayers will be monitored closely throughout the forecast period.

## Sewer Enterprise - Financial Forecast (dollars in thousands)

	<u>Actual 2018/19</u>	<u>Actual 2019/20</u>	<u>Actual 2020/21</u>	<u>Estimated 2021/22</u>	<u>Projected 2022/23</u>	<u>Projected 2023/24</u>	<u>Projected 2024/25</u>	<u>Projected 2025/26</u>	<u>Projected 2026/27</u>
BEGINNING WORKING CAPITAL	19,510	20,830	24,820	26,260	22,560	21,550	19,290	18,240	17,850
<b><u>REVENUES</u></b>									
SEWER CHARGES	13,150	13,470	13,540	14,280	14,830	15,490	16,170	16,870	17,590
PRETREATMENT CHARGES	30	50	50	50	50	50	50	50	50
<b>TOTAL REVENUES</b>	<b>13,180</b>	<b>13,520</b>	<b>13,590</b>	<b>14,330</b>	<b>14,880</b>	<b>15,540</b>	<b>16,220</b>	<b>16,920</b>	<b>17,640</b>
<b><u>EXPENDITURES</u></b>									
SALARIES	860	950	1,030	1,140	1,260	1,290	1,320	1,440	1,470
EXTRA HELP	0	0	0	10	10	10	10	10	10
OVERTIME	10	10	10	20	20	20	20	20	20
BENEFITS									
RETIREMENT	130	170	200	240	240	270	280	300	280
HEALTH	140	150	180	220	240	260	280	300	320
OTHER	160	160	160	140	160	200	200	220	220
SERVICES, MATERIALS & SUPPLIES	3,710	4,000	4,400	5,750	5,420	5,610	5,800	6,000	6,210
FRESNO TREATMENT PLANT	2,770	3,060	2,900	3,500	3,630	3,760	3,900	4,040	4,190
CLOVIS TRMT/REUSE PLANT (ST-WRF)	2,270	2,300	2,300	2,580	2,700	2,830	2,960	3,100	3,240
DEBT SERVICE	1,220	1,220	1,220	1,240	1,250	1,250	0	0	0
CAPITAL	720	170	70	330	380	210	220	230	240
CAPITAL-FRESNO PLANT IMPROVEMENTS	330	320	690	3,650	2,900	2,840	1,050	410	500
<b>TOTAL EXPENDITURES</b>	<b>12,320</b>	<b>12,510</b>	<b>13,160</b>	<b>18,820</b>	<b>18,210</b>	<b>18,550</b>	<b>16,040</b>	<b>16,070</b>	<b>16,700</b>
<b><u>OTHER REVENUE AND EXPENSE</u></b>									
INTEREST	800	860	540	510	540	500	450	440	440
GRANTS/MISC/SALE OF ASSETS/REFUNDS	330	390	430	330	80	50	50	50	50
BOND COVERAGE CHARGES/(REBATE)	880	1,850	40	0	0	0	0	0	1,850
	<b>2,010</b>	<b>3,100</b>	<b>1,010</b>	<b>840</b>	<b>620</b>	<b>550</b>	<b>500</b>	<b>490</b>	<b>2,340</b>
TRANSFERS IN-DEBT SERVICE	430	430	430	430	430	430	0	0	0
TRANSFERS OUT-CAPITAL	0	(250)	(200)	0	0	0	0	0	0
FROM DEVELOPER-PLANT CAPITAL IMPROV	220	400	270	270	270	270	270	270	270
INTERFUND (LOANS)/REPAYMENT	(1,700)	(200)	0	0	0	(1,500)	(1,500)	(1,500)	(1,500)
(INC)/USE OF FRESNO PLANT CAP RESERVE	(500)	(500)	(500)	(750)	1,000	1,000	(500)	(500)	(500)
<b>ENDING WORKING CAPITAL</b>	<b>20,830</b>	<b>24,820</b>	<b>26,260</b>	<b>22,560</b>	<b>21,550</b>	<b>19,290</b>	<b>18,240</b>	<b>17,850</b>	<b>19,400</b>
RESERVE FOR FRESNO PLANT CAPITAL	1,000	1,500	2,000	2,750	1,750	750	1,250	1,750	2,250
RESERVE FOR RATE STABILIZATION	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000

## Sewer Enterprise - Revenue Assumptions (dollars in dollars)

AGENDA ITEM NO. 13.

<b>Current Charges:</b>	Population Increase 2,200	New Units Per Year 800	Additional Commercial \$42,000	Residential:	2019/20 Per Unit Per Month \$22.11	Bond Charge Per Unit Per Month \$7.30	Pretreatment Per Unit Per Month \$0.06
<b>Rate Rebate:</b>	\$ (7.30) Beginning FY 20/21						
<b>Rate Increase:*</b>		<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
Percentage		0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Revised Monthly Rate		\$22.11	\$22.77	\$23.46	\$24.16	\$24.88	\$25.63
<b>Interest:</b>	1.50%	OF PREVIOUS YEAR'S WORKING CAPITAL					

\* **Rate Increase:** Note: The Council can approve up to a 3% annual rate increase if deemed necessary.

## Sewer Enterprise - Expense Assumptions (dollars in thousands)

<b>Salaries:</b> (CPWEA) 7/1	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
	2.00%	3.66%	2.00%	2.00%	2.00%	2.00%
SALARY BASE	\$1,140	\$1,180	\$1,290	\$1,320	\$1,350	\$1,470
Additional employee		\$85			\$90	
<b>Extra Help:</b>	FLAT FOR NEXT FIVE YEARS					
<b>Overtime:</b>	FLAT FOR NEXT FIVE YEARS					
<b>Retirement:</b>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
	29.500%	28.600%	29.300%	29.900%	29.300%	27.700%
<b>PERS Cost Sharing:</b>	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%
<b>Health:</b>	INCREASE PER YEAR					
<b>Other Benefits:</b>				7.00%		
			29.500%	OF EXTRA HELP		
			10.000%	FOR CPWEA	1.64%	FOR ADMIN
			1.450%	OF SALARIES		
			5.250%	OF SALARIES		
<b>Other SMS:</b>	INCREASE BY AVERAGE CPI FOR PREVIOUS 3 YEARS					
	Rental of the New Corp Yard-Beginning in 2002/03					
	Clovis Treatment/Reuse Plant Operations-Beginning 1/1/2009					
<b>Regional Treatment Plant:</b>	Annual payment for original plant buy-in plus O&M costs.					
	Adjusted for average 3 year CPI and per capita amount					
<b>Debt Service:</b>	Fresno/Clovis Regional WWTP Renovation					
	96/97 - 2023					
<b>Capital Outlay:</b>	FUTURE YEARS @					
	- ADJUSTED BY 3 YEAR AVERAGE CPI					
<b>Cap-Plant Improvements:</b>	Based on estimates from the City of Fresno for sewer main and plant refurbishments					
<b>Transfers In-Debt Service:</b>	In from Major Facilities-34.57% of debt service for 1993 WWTP Renovation					
<b>Transfers Out:</b>	Out for on-going capital improvements-per Five Year CIP					
<b>Interfund Loans:</b>	Temporary cash loans to conform with various bond covenants					

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**Community Sanitation Enterprise**

The Community Sanitation Enterprise Fund is projected to finish the current fiscal year with a working capital balance of approximately \$10 million at June 30, 2022. A 4% annual increase, or portion thereof, was approved by Council in November 2004 to be implemented as necessary. In 2021/22, the Council implemented a refuse rate increase of 3%. A decrease of 1.5% is recommended in 2022/23 and increases of 4% are projected thereafter for the remainder of the forecast period. To keep pace with the recycling and green waste contract increases, the approved 4% annual increase is projected for these operations. In 2021/22, Council approved a \$0.50 rate increase for Street Sweeping charges in the City of Clovis Municipal Code resulting in a new rate of \$2.75 per month beginning July 1, 2022. The forecast reflects an increase in closure and post closure costs identified in the revised Joint Technical Document (JTD) dated March 2017 prepared in agreement with the California Department of Resources Recycling and Recovery (CalRecycle) and the California Regional Water Quality Control Board (RWQCB).

# CITY OF CLOVIS

## Community Sanitation - Financial Forecast (dollars in thousands)

	<u>Actual 2018/19</u>	<u>Actual 2019/20</u>	<u>Actual 2020/21</u>	<u>Estimated 2021/22</u>	<u>Projected 2022/23</u>	<u>Projected 2023/24</u>	<u>Projected 2024/25</u>	<u>Projected 2025/26</u>	<u>Projected 2026/27</u>
BEGINNING WORKING CAPITAL	12,940	13,860	12,420	13,520	10,300	6,910	6,590	9,180	6,780
<b><u>REVENUES</u></b>									
REFUSE CHARGES	14,990	15,390	16,510	17,250	17,390	18,250	19,150	20,090	21,070
RECYCLING CHARGES	1,720	1,780	1,880	1,920	2,130	2,230	2,340	2,450	2,570
GREEN WASTE CHARGES	2,080	2,220	2,380	2,360	2,480	2,610	2,750	2,890	3,040
STREET SWEEPING CHARGES	1,180	1,210	1,250	1,260	1,530	1,600	1,680	1,760	1,840
<b>TOTAL REVENUES</b>	<b>19,970</b>	<b>20,600</b>	<b>22,020</b>	<b>22,790</b>	<b>23,530</b>	<b>24,690</b>	<b>25,920</b>	<b>27,190</b>	<b>28,520</b>
<b><u>EXPENDITURES</u></b>									
SALARIES	3,180	3,380	3,660	4,120	4,450	4,530	4,620	4,710	4,800
EXTRA HELP	60	40	90	130	130	130	130	130	130
OVERTIME	330	380	370	410	410	410	410	410	410
BENEFITS									
RETIREMENT	500	630	740	890	880	950	990	980	930
HEALTH	670	710	780	890	950	1,020	1,090	1,170	1,250
OTHER	700	610	660	600	710	720	730	750	760
SERVICES, MATERIALS & SUPP.	8,380	8,670	8,630	11,100	10,510	10,890	11,290	11,700	12,130
RECYCLING	1,470	1,540	1,640	1,750	1,810	1,870	1,930	1,990	2,050
GREEN WASTE PROGRAM	1,770	1,860	1,920	2,000	2,070	2,140	2,210	2,280	2,360
STREET SWEEPING	1,730	1,700	1,580	1,730	1,790	1,860	1,930	2,000	2,070
LANDFILL CLOSURE	260	240	340	290	300	310	320	330	340
CAPITAL	1,180	1,890	800	1,740	1,190	500	500	500	500
LANDFILL IMPROVEMENTS	80	900	60	730	2,230	200	2,700	2,700	200
LANDFILL DEBT SERVICE	0	0	0	0	0	0	0	500	500
<b>TOTAL EXPENDITURES</b>	<b>20,310</b>	<b>22,550</b>	<b>21,270</b>	<b>26,380</b>	<b>27,430</b>	<b>25,530</b>	<b>28,850</b>	<b>30,150</b>	<b>28,430</b>
<b><u>OTHER REVENUE AND EXPENSE</u></b>									
INTEREST	300	320	150	100	240	200	200	240	210
GRANTS/MISC/SALE OF ASSETS	80	40	50	120	120	120	120	120	120
	<b>380</b>	<b>360</b>	<b>200</b>	<b>220</b>	<b>360</b>	<b>320</b>	<b>320</b>	<b>360</b>	<b>330</b>
TRANSFERS	880	150	150	150	150	200	5,200	200	200
<b>ENDING WORKING CAPITAL</b>	<b>13,860</b>	<b>12,420</b>	<b>13,520</b>	<b>10,300</b>	<b>6,910</b>	<b>6,590</b>	<b>9,180</b>	<b>6,780</b>	<b>7,400</b>
RESERVE FOR CLOSURE	4,040	4,280	4,620	4,910	5,210	5,520	5,840	6,170	6,510
RESERVE FOR LIABILITY INS	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000

Note: Maintain minimum ending working capital at 15% of expenditures or the bond covenant requirements.



## Community Sanitation - Revenue Assumptions (dollars in dollars)

<b>Current Charges:</b>	New Units	20/21 Avg Unit	Recycling	Green Waste	Street Cleaning		
	Per Year	Per Month	Per Month	Per Month	Per Month		
	800	\$25.81	\$4.26	\$6.25	\$2.25		
Additional Commercial Annual Revenue ----->	\$35,000						
	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>	
<b>Rate Increase/(Decrease):</b>	7/1	3.0%	-1.5%	4.0%	4.0%	4.0%	
<b>Adjusted Monthly Rate:</b>		\$25.81	\$25.42	\$26.44	\$27.50	\$28.60	\$29.74

**Rate Increase:** Based on Council approved 4% annual rate increase unless not necessary.  
**Green Waste/Recycling:** Based on current year charges, increased by new unit growth and projected rate increases of 4% per year.  
**Street Cleaning:** Based on charge of \$2.75 effective July 1, 2022, increased by new unit growth and projected rate increases of 4% per year.  
**Interest:** 1.50% OF PREVIOUS YEAR'S WORKING CAPITAL

## Community Sanitation - Expense Assumptions (dollars in thousands)

<b>Salaries:</b> (CPWEA)	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
7/1	2.00%	3.66%	2.00%	2.00%	2.00%	2.00%
Salary Base:	\$4,120	\$4,360	\$4,530	\$4,620	\$4,710	\$4,800
Additional Personnel: Res/Comm	\$85					
<b>Extra Help:</b>	\$90 for Operations per year					
<b>Overtime:</b>	FLAT FOR FUTURE YEARS					
	(PERS ESTIMATE)					
<b>Retirement:</b>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
	29.500%	28.600%	29.300%	29.900%	29.300%	27.700%
<b>PERS Cost Sharing:</b>	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%
<b>Health:</b>					7.00%	
<b>Other Benefits:</b>	-WORKERS COMP		10.000% FOR CPWEA		2.00% FOR ADMIN	
	-MEDICARE		1.450% OF SALARIES			
	-DEF COMP/SICK LEAVE/OTHER		5.250% OF SALARIES			
<b>Other SMS:</b>	INCREASE BY AVERAGE CPI FOR PREVIOUS 3 YEARS				3.66%	
<b>Capital Outlay:</b>	Rental of the Corp Yard beginning 2002/03				\$320 per year	
	Flat for future years				\$500	
	Adjusted by 3 year average CPI				3.66%	
<b>Transfers:</b>	In-For Toters		\$200 /year			
<b>Reserve For Closure:</b>	FROM 98/99, INCREASE BY 3 YEAR AVERAGE CPI				3.66%	
<b>Landfill Debt Service:</b>	Debt service for landfill expansion bond beginning 2025/26				\$500	

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**Transit Enterprise**

The Transit Fund shows no net position in the near-term because of the revenue recognition policy change for the Transportation Development Act (TDA) funds that include Local Transportation Funds (LTF) and State Transit Assistance (STA). These TDA funds are required to be deferred until the funds are spent. The deferral is projected to decline in fiscal year's 2021/22 and 2022/23 due to the construction of a transit center. Starting in the fiscal year 2024/25, the deferred revenue is projected to increase and to be spent on future operating and capital needs. With funding for Transit constantly in flux due state and local revenues and budgeting, the types and levels of funding will be closely monitored to make any necessary adjustments to current service levels should the need arise.

# CITY OF CLOVIS

## Transit - Financial Forecast (dollars in thousands)

	<u>Actual 2018/19</u>	<u>Actual 2019/20</u>	<u>Actual 2020/21</u>	<u>Estimated 2021/22</u>	<u>Projected 2022/23</u>	<u>Projected 2023/24</u>	<u>Projected 2024/25</u>	<u>Projected 2025/26</u>	<u>Projected 2026/27</u>
BEGINNING WORKING CAPITAL	240	60	(150)	320	0	0	0	0	0
<b><u>REVENUES</u></b>									
MEASURE C FUNDS	1,540	1,520	1,820	1,690	1,750	1,820	1,890	1,960	2,030
LOCAL TRANSPORTATION FUNDS (LTF)	4,160	4,320	4,250	5,020	4,990	5,040	4,910	5,090	5,280
STATE TRANSIT ASSISTANCE (STA)	1,290	200	2,870	930	1,490	1,060	880	870	760
OTHER (Fares, Advertising, Trolley Rents)	190	190	0	40	40	40	40	40	40
<b>TOTAL REVENUES</b>	<b>7,180</b>	<b>6,230</b>	<b>8,940</b>	<b>7,680</b>	<b>8,270</b>	<b>7,960</b>	<b>7,720</b>	<b>7,960</b>	<b>8,110</b>
<b><u>EXPENDITURES</u></b>									
SALARIES	1,410	1,440	1,540	1,760	1,850	1,890	1,930	1,970	2,010
EXTRA HELP	890	970	940	1,030	1,030	1,070	1,110	1,150	1,190
OVERTIME	70	50	40	70	70	80	90	100	120
BENEFITS									
RETIREMENT	220	270	310	370	370	400	410	410	390
HEALTH	300	320	330	390	420	450	480	510	550
OTHER	520	510	530	560	490	530	550	560	550
SERVICES, MATERIALS & SUPPLIES	2,880	2,470	2,390	2,880	2,860	3,040	3,150	3,260	3,300
CAPITAL-OTHER	90	410	220	260	600	0	0	0	0
CAPITAL-BUSES	1,020	0	0	0	500	500	0	0	0
<b>TOTAL EXPENDITURES</b>	<b>7,400</b>	<b>6,440</b>	<b>6,300</b>	<b>7,320</b>	<b>8,190</b>	<b>7,960</b>	<b>7,720</b>	<b>7,960</b>	<b>8,110</b>
<b><u>OTHER REVENUE AND EXPENSE</u></b>									
INTEREST/GRANTS/MISC	40	50	490	220	520	0	0	0	0
	40	50	490	220	520	0	0	0	0
TRANSFERS (TRANSIT STATION)	0	(50)	(2,660)	(900)	(600)	0	0	0	0
<b>ENDING WORKING CAPITAL</b>	<b>60</b>	<b>(150)</b>	<b>320</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
DEFERRED REVENUE	3,290	5,200	4,050	3,260	1,850	1,470	1,600	1,780	2,110

## Transit- Revenue Assumptions

<b>Transit Revenue:</b>	Measure C revenue is projected to grow by the prior 3 year average increase in revenue	3.77%
	LTF revenue is projected to grow by the 3 year average CPI	3.66%
	State Transit Assistance, for fiscal years 2019/20 through 2022/23, a transit agency may expend funds apportioned on any operating or capital costs to maintain transit service levels.	
	Other revenue is projected to grow by the 3 year average CPI	3.66%
<b>Interest:</b>	1.50% OF PREVIOUS YEAR'S WORKING CAPITAL	

**Deferred Revenue:** REVENUE RECEIVED AND NOT SPENT

## Transit- Expense Assumptions

<b>Salaries:</b>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
7/1	2.00%	3.66%	2.00%	2.00%	2.00%	2.00%
Salary Base:	\$1,760	\$1,850	\$1,890	\$1,930	\$1,970	\$2,010
Additional Personnel:						
<b>Extra Help:</b>	INCREASE 5% PER YEAR FOR ADDITIONAL DEMAND IN ROUNDUP TRANSIT SERVICES					
<b>Overtime:</b>	INCREASE BY PREVIOUS THREE YEAR CPI					3.66%
	(PERS ESTIMATE)					
<b>Retirement:</b>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
	29.500%	28.600%	29.300%	29.900%	29.300%	27.700%
<b>PERS Cost Sharing:</b>	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%
<b>Health:</b>	INCREASE PER YEAR			7.00%		
<b>Other Benefits:</b>	-WORKERS COMP			9.57% OF SALARIES		1.64% FOR ADMIN
	-MEDICARE			1.45% OF SALARIES and EXTRA HELP		
	-DEFERRED COMP/SICK LEAVE INCENTIVE/OTHER			5.45% OF SALARIES		
<b>Other SMS:</b>	INCREASE BY AVERAGE PREVIOUS 3 YEAR CPI					3.66%
<b>Capital Outlay:</b>	BASED ON BEST ESTIMATES FOR BUSES AND OTHER ADJUSTED BY 3 YEAR AVERAGE CPI					3.66%

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**Planning and Development Services Enterprise**

The Planning and Development Services (PDS) Department transitioned into an Enterprise Fund in 2012/13. This allows for services to be adjusted as demand fluctuates. The 2022/23 forecast estimates 800 units (600 single-family/200 multi-family) to be constructed; this is consistent with our historical average of 800 units per year. Commercial activity is expected to be less than in recent years but still trending higher than our historical average. The Building Division revenue fluctuates based on construction valuation of the different projects; dwelling unit numbers are just one indicator. The PDS Department is projected to finish the 2021/22 fiscal year with a working capital balance of approximately \$9.7 million. In addition, if needed, PDS can shift staff resources from its Development Review Unit to its Community Investment Unit, should development activity dramatically slow down. The forecast reflects that the PDS Department will continue to maintain a prudent reserve that allows for immediate adjustments, should they become necessary.

# CITY OF CLOVIS

## Planning & Development Services - Financial Forecast (dollars in thousands)

RESIDENTIAL UNITS PER YEAR	848	1,119	1,238	800	800	800	800	800	800
	<u>Actual 2018/19</u>	<u>Actual 2019/20</u>	<u>Actual 2020/21</u>	<u>Estimated 2021/22</u>	<u>Projected 2022/23</u>	<u>Projected 2023/24</u>	<u>Projected 2024/25</u>	<u>Projected 2025/26</u>	<u>Projected 2026/27</u>
BEGINNING WORKING CAPITAL	6,960	7,660	9,090	10,080	9,660	10,050	10,780	11,560	12,620
<b><u>REVENUES</u></b>									
BUILDING PERMITS	3,260	3,830	4,020	3,570	4,520	4,690	4,860	5,040	5,220
PLANNING FEES	1,730	1,800	1,870	1,560	1,850	1,920	1,990	2,060	2,140
GENERAL PLAN CONSULTANT	170	260	250	450	1,690	1,930	2,130	1,030	830
ENGINEERING FEES	2,730	3,160	2,580	2,760	2,940	3,050	3,160	3,280	3,400
CAPITAL IMPROVEMENT CHARGES	2,600	2,650	2,500	2,690	3,450	3,580	3,710	3,850	3,990
<b>TOTAL REVENUES</b>	<b>10,490</b>	<b>11,700</b>	<b>11,220</b>	<b>11,030</b>	<b>14,450</b>	<b>15,170</b>	<b>15,850</b>	<b>15,260</b>	<b>15,580</b>
<b><u>EXPENDITURES</u></b>									
SALARIES	4,490	5,040	5,080	5,230	5,860	5,980	6,100	6,220	6,340
EXTRA HELP	440	350	190	110	120	120	120	120	120
OVERTIME	120	140	70	90	90	90	90	90	90
BENEFITS									
RETIREMENT	700	900	970	1,150	1,210	1,270	1,340	1,330	1,250
HEALTH	850	850	780	930	1,080	1,160	1,240	1,330	1,420
OTHER	480	490	460	480	540	560	580	600	620
SERVICES, MATERIALS & SUPPLIES	2,720	2,600	2,940	3,810	3,710	3,850	3,990	4,140	4,290
GENERAL PLAN CONSULTANT	170	260	250	450	1,690	1,930	2,130	1,030	830
CAPITAL	40	10	20	30	30	10	10	10	10
<b>TOTAL EXPENDITURES</b>	<b>10,010</b>	<b>10,640</b>	<b>10,760</b>	<b>12,280</b>	<b>14,330</b>	<b>14,970</b>	<b>15,600</b>	<b>14,870</b>	<b>14,970</b>
<b><u>ADDITIONAL ITEMS</u></b>									
INTEREST	230	270	150	90	90	150	160	170	190
OTHER REVENUES/GRANTS	50	70	310	430	250	200	200	200	200
TRANSFERS FROM GENERAL FUND	300	300	300	310	300	300	300	300	300
<b>TOTAL ADDITIONAL ITEMS</b>	<b>580</b>	<b>640</b>	<b>760</b>	<b>830</b>	<b>640</b>	<b>650</b>	<b>660</b>	<b>670</b>	<b>690</b>
<b>NET INC/(DEC) TO WORKING CAPITAL</b>	<b>1,060</b>	<b>1,700</b>	<b>1,220</b>	<b>(420)</b>	<b>760</b>	<b>850</b>	<b>910</b>	<b>1,060</b>	<b>1,300</b>
<b><u>OTHER ITEMS</u></b>									
<b>(USE OF)/ADDITION TO EMERGENCY RESERVE</b>	360	270	230	0	370	120	130	0	0
<b>ENDING WORKING CAPITAL</b>	<b>7,660</b>	<b>9,090</b>	<b>10,080</b>	<b>9,660</b>	<b>10,050</b>	<b>10,780</b>	<b>11,560</b>	<b>12,620</b>	<b>13,920</b>
Emergency Reserve - (Dollars)	2,000	2,270	2,500	2,500	2,870	2,990	3,120	3,120	3,120
Emergency Reserve as a % of Expenditures	20.0%	21.3%	23.2%	20.4%	20.0%	20.0%	20.0%	21.0%	20.8%



## Planning & Development Services - Revenue Assumptions (dollars in dollars)

	<u>2020/21 (Act.)</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
<b>Residential Units Per Year:</b>	1,238	800	800	800	800	800	800
<b>Non-Residential %:</b>	21%	21%	25%	30%	30%	30%	30%
<i>Averages based on two years actuals and estimate to close</i>							
<b>Average Permit Fees Per Unit:</b>		<u>Building</u>	<u>Planning</u>	<u>Engineering</u>			
		\$3,100	\$1,400	\$2,300			
<b>3 Year Average CPI:</b>	3.66%						
	<u>2020/21 (Act.)</u>	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
<b>Planning Program Fee (Staff):</b>	\$1,290,000	\$920,000	\$1,200,000	\$1,320,000	\$1,340,000	\$1,370,000	\$1,420,000
<b>Plan. Prgm. Fee (Consultant):</b>	\$250,000	\$450,000	\$1,690,000	\$1,930,000	\$2,130,000	\$1,030,000	\$830,000
<b>Other Planning Fees:</b>	\$580,000	\$640,000	\$650,000	\$600,000	\$650,000	\$690,000	\$720,000
<b>Total FY</b>	\$2,120,000	\$2,010,000	\$3,540,000	\$3,850,000	\$4,120,000	\$3,090,000	\$2,970,000
<b>Capital Improvement Charges:</b>	BASED ON HOURLY RATE CHANGES (AS NEEDED)						
<b>Interest:</b>	1.50%	OF PREVIOUS YEAR'S WORKING CAPITAL					
<b>Other Revenues:</b>		INCREASE BY AVERAGE CPI FOR PREVIOUS 3 YEARS				3.66%	
<b>Grants:</b>	BASED ON AWARDED GRANTS						

## Planning & Development Services - Expense Assumptions (dollars in thousands)

<b>Salaries: (CPTA)</b>		<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
7/1		2.00%	3.66%	2.00%	2.00%	2.00%	2.00%
Salary Base:		\$5,650	\$5,860	\$5,980	\$6,100	\$6,220	\$6,340
Additional Personnel:							
<b>Extra Help:</b>		\$110	\$120	\$120	\$120	\$120	\$120
<b>Overtime:</b>		INCREASE BY AVERAGE CPI FOR PREVIOUS 3 YEARS				3.66%	
					(PERS ESTIMATE)		
<b>Retirement:</b>		<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
		29.500%	28.600%	29.300%	29.900%	29.300%	27.700%
<b>PERS Cost Sharing:</b>		-8.400%	-8.400%	-8.400%	-8.400%	-8.400%	-8.400%
<b>Health:</b>		INCREASE PER YEAR				7.00%	
<b>Other Benefits:</b>		INCREASE BY AVERAGE CPI FOR PREVIOUS 3 YEARS				3.66%	
<b>Other SMS:</b>		INCREASE BY AVERAGE CPI FOR PREVIOUS 3 YEARS				3.66%	
<b>General Plan Consultant:</b>		<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>	<u>2024/25</u>	<u>2025/26</u>	<u>2026/27</u>
General Plan Update		\$75	\$1,250	\$1,000	\$750	\$0	\$0
Misc. Services (Legal, Housing, Design, Engr)		\$225	\$225	\$230	\$230	\$230	\$230
Specific Plan/Master Plan Prep/Updates		\$0	\$0	\$450	\$850	\$300	
Utility Plans & Engineering Studies		\$150	\$100	\$100	\$100	\$100	\$100
Planning Studies Guidelines		\$0	\$115	\$150	\$200	\$400	\$500
<b>Total FY</b>		\$450	\$1,690	\$1,930	\$2,130	\$1,030	\$830
<b>Capital Outlay:</b>	BASED ON CAPITAL NEEDS PROJECTED FOR DEPARTMENT						
<b>Transfers:</b>	GENERAL FUND DISCRETIONARY FUNDING					\$300 PER YEAR	

## **INTERNAL SERVICE FUNDS**

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The Internal Service Fund group is projected to be self-balancing throughout the Five-Year Forecast. Since the Internal Service Fund group is funded by charges to the operating funds, issues that will affect the Internal Service Funds are dealt with in conjunction with analysis of the impact on the operating funds. Each of the funds within the Internal Service Fund group is continually reviewed to determine where more cost-effective programs and services can be utilized, and expenditure reductions have been made in recent years to reduce the impact of cost sharing on all other City operations.

## **DEBT SERVICE FUNDS**

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The Debt Service Fund group, out of necessity and legal obligation, will be fully funded in order to make the required debt payments.